



AGENDA

Rogers City Council

July 14, 2026 - 7:00 PM

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

2. OPEN FORUM

Individuals may address the Council about any item not contained on the regular agenda. A maximum of 10 minutes is allocated for the Forum. If the full 10 minutes are not needed for the Forum, the Mayor will continue with the agenda. If additional time is needed for the Forum, the Council will continue the Forum following Other Business on the agenda. The Council will take no official action on items discussed at the Forum, with the exception of referral to staff or Commission for future report.

3. PRESENTATIONS

4. APPROVE AGENDA

Council members may add items to the agenda for discussion purposes or staff direction only. The Council will not normally take official action on items added to the agenda.

5. CONSENT AGENDA

These items are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items unless a Councilmember so requests, in which event the item will be removed from the Consent Agenda and placed elsewhere on the agenda.

5.1 Approval of the June 23, 2026 Work Session Minutes and the June 23, 2026 City Council Meeting Minutes

5.2 Approval of Bills and Claims

5.3 Approval of a New Massage Establishment License for Crowhaven Therapeutic Massage (Lynsey Smerud) to Operate Within MySalon Suites, Located at 21051 135th Avenue, Rogers, Minnesota

5.4 Approval of Resolution 2026-66; Appointing Election Judges and Absentee Ballot Board for the August 11, 2026 State Primary Election

5.5 Approve Professional Services Agreement with Dunham Associates for Commissioning for RAC Expansion, City Project No. 2406

5.6 Approval of Scoreboard Purchase for Tria Rink Rogers

5.7 Approval of Resolution 2026-65 Approving a Site Plan Request to Convert a Single-Family Residence to an Assembly Use at 13620 Brockton Lane N and Authorize execution of Site Improvement Performance Agreement

5.8 Setting a Workshop of the City Council for July 28, 2026, at 5:30 p.m. at the Rogers Community Room, 21201 Memorial Drive, Rogers, MN

6. PUBLIC HEARINGS

7. GENERAL BUSINESS

7.1 Approve Items Related to Amending Section 125-84(i) Swimming Pools, Hot Tubs, and Spas.

- Ordinance 2026-13, Amending Section 125-84(i) Swimming Pools, Hot Tubs, and Spas
- Resolution 2026-67, Authorizing summary publication of Ord. 2026-13

7.2 Approve Change Order Nos. 2, 3, and 4 for Fletcher Bypass, City Project No. 1409

8. OTHER BUSINESS

9. CORRESPONDENCE AND REPORTS

10. ADJOURN



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 14, 2026

Agenda Item: 5.1

Subject: Approval of the June 23, 2026 Work Session Minutes and the June 23, 2026 City Council Meeting Minutes

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to approve the June 23, 2026 Work Session Minutes and the June 23, 2026 City Council meeting minutes.

Overview / Background / Analysis

Staff Recommendation

Motion to approve the June 23, 2026 Work Session Minutes and the June 23, 2026 City Council meeting minutes.

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

- A. 06232026worksession
- B. 06232026min

1. CALL TO ORDER

The Work Session of the City Council of the City of Rogers was called to order by Mayor Klick on Tuesday, June 23, 2026, at 5:33 PM at Rogers Community Room, 21201 Memorial Drive, Rogers, MN, 55374 and online in the Teams application.

Council present: Shannon Klick, Kevin Jullie, Mark Eiden, Amy Enga, Joel Brockman (arrived at 5:40 p.m.)

Council excused: None

Staff present: Steve Stahmer, Administrator; Dan Wills, Chief of Police; Patrick Farrens, Fire Chief; Brett Angell, Community Development Director; and Stacie Brown, City Clerk.

2. GENERAL BUSINESS

2.1 Discussion on Text Amendment to R1 Zone to Allow Solar Gardens

Community Development Director Angell shared the background of an item recently presented at the June 9, 2026 City Council meeting, requesting an amendment to the City Code to allow Community Solar Gardens within the R1 zoning district. This item was tabled by the Council for additional discussion at tonight's work session.

Angell reviewed the Planning Commission's recommendations, noting that as part of the Planning Commission's Public Hearing, notices were sent to properties within 1,000 feet. In the proposed plan from SunShare, there is a small area dedicated to a solar panel manufacturer operating in Rogers (Heliene) to test their products. Angell provided an overview of the proposed Ordinance:

- Add definition of Community Solar Garden
- Add as an interim use in R1 zoning district
- Add rules and regulations for Community Solar Gardens

Changes to Section 125-93 include:

- Duration up to 30 years
- Size: no more than 30 acres
- Setbacks: 250 feet from existing residential structures
- Buffer: 2,640 feet between solar gardens
- Landscaping around perimeter
- Decommissioning specifications

Angell shared maps showing parcels which may be solar candidates, including buffer options.

He noted that any potential solar garden needs a willing landowner to sell or lease, and there is potential for two or three within the community. He referenced a discussion about grazing sheep, and explained that practice is discretionary, and a standard mowing contract is an option. He invited questions from the Council, and stated that with this as a code amendment, there is a lot of discretion.

Councilor Jullie asked how much of the 20 acres could contain solar panels. Angell stated it would have to be within the allowance under the stormwater management code and watershed requirements. Jullie asked if any additional drainage would be needed to accommodate stormwater runoff from the panels. Angell replied no additional drainage is needed, and this is where native plants can be useful.

Jullie inquired about environmental review, and Angell explained that at 20 acres, a review is not required, adding that the state likes solar gardens due to the fact that there's no fertilizer utilized, and stormwater will be less phosphorus. Jullie asked who would be responsible for making the connection to electricity, and Angell stated there would be an extensive Xcel permitting process for the applicant. Jullie asked if the panels would move with the sun, which Angell confirmed. In the code, there is language about the tilt to minimize any impact on adjacent properties. Jullie asked if there would be a maintenance agreement to ensure the panels are kept up. Angell noted that an Interim Use Permit allows the City to enforce maintenance requirements.

Councilor Enga asked if there would be reflections from headlights. Angell stated they would likely not be tilting to that extent, and a requirement could be included to ensure they are facing away from public rights of way. Angell noted that Community Development reviewed a number of cities, and it was fairly evenly split between allowed and allowed as accessory use. Jullie asked what the argument against this would be, and Angell stated that in Carver County, farmers were concerned about voltage affecting their cows. For some cities, it is aesthetics and the loss of open land. Corcoran has two solar gardens as Interim Use Permits but no longer allows for them and now allows only accessory use solar. St. Michael allows them, and a benefit is diversification of use for property owners.

Jullie asked if the buffer areas are used for farming. Angell stated that the proposed location is being used for agricultural purposes today. These properties are flat and open, which is why they rank well for solar panels. Brockman asked if Hanover allows solar gardens, given the proximity of the proposed project. Angell stated they do not have a policy, noting that one person in Hanover was not in favor of the project, and one from Rogers was.

Councilor Eiden referenced an article he saw regarding solar gardens having a negative impact on pollinators. Angell stated he had not seen that report. However, usually the native plantings are pollinators. The Three Rivers Parks District is exploring the options, so it would be surprising if there were concerns over pollinators.

Mayor Klick noted there isn't a compelling benefit to Rogers. Eiden stated he is sensitive to the landowner, but with the potential for two or three, he isn't likely to change his opinion. Jullie and Enga agreed, noting concerns with aesthetics and no significant benefits to the City.

Eiden added that homeowners who want to participate are able to take advantage of solar power. Angell noted that the service business district is omitted, which could be amended.

Klick asked about seasonal variations, and Angell noted that it does vary widely by season. Another potential option would be to allow community solar on business rooftops. Brockman asked if existing industrial buildings would be able to support community solar, or just new construction. Angell stated it would depend. Brockman stated he is on the fence, noting the benefits and concerns. Jullie asked about future options, and Angell confirmed the topic could be revisited at any point in the future. A draft Ordinance has already been prepared, so it can be amended at any time.

The consensus of the Council was to not allow Community Solar Gardens at this time.

2.2 Discussion on Amendments to the City Code Corresponding to Chickens

Community Development Director Angell shared that the City has received numerous requests to allow for small-lot residential chicken keeping. He shared the results of an online survey published in late 2025 for residents to provide input:

- 170 against, 386 in favor
- Minimum lot size: 165 against, 391 in favor

Many in favor cited the following benefits:

- Ability to get their own eggs
- Chickens eat ticks and other insects
- Responsibility for children
- Desire for less government restrictions

Those against had the following concerns:

- Odor and noise
- City ability to enforce violations
- Concerns of people not understanding or being knowledgeable
- Farm animals should be left to farms and large properties

Councilor Eiden inquired about enforcement challenges. Angell explained that enforcement could be relatively easy as long as coop sizes are required. Councilor Enga stated a no slaughtering requirement should be included. Angell noted that when hens stop laying eggs, options are limited. Enga asked if staff were in favor of permitting. Angell stated that having a clear and defined code, it can be done on a case-by-case basis. Enga noted there is training available, but it may not be the city's business to enforce. Angell said it could be noted on the website that training is not required but recommended.

Enga noted that some cities have a minimum coop size, which may aid in flushing out lot sizes. Councilor Jullie expressed concern of complaints coming to City Hall, requiring additional resources. He asked what the process would be when a complaint is received, and

Angell outlined the code enforcement process. Violations can be a misdemeanor if not addressed.

Enga inquired about Homeowner's Associations. Angell stated that the City allows it but their private HOA doesn't, the HOA would make the determination. Enga stated she was open to it, but felt the .2 acres was too tight. Angell noted that a draft Ordinance could be prepared for discussion, along with consultation with other Cities. Enga asked about limits on the number of chickens allowed, and Angell recommended a sliding scale leading up to what the current code allows. Enga inquired about renters, Angell stated it would be a civil matter/lease violation, and the city wouldn't be involved.

Brockman stated he is not in favor, but if the City were to allow it, a minimal lot size would be needed. Coops and runs need to be of a certain size and specs, with restraints regarding setbacks and waste control, and fines for violations. Angell stated that staff will prepare a thorough draft Ordinance for Council and Planning Commission consideration.

3. ADJOURN

Respectfully submitted,

Stacie Brown
City Clerk

1. CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The regular meeting of the City Council of the City of Rogers was called to order by Mayor Klick on Tuesday, June 23, 2026, at 7:00 PM at Rogers Community Room, 21201 Memorial Drive, Rogers, MN, 55374 and online in the Teams application.

Council present: Shannon Klick, Kevin Jullie, Mark Eiden, Amy Enga, Joel Brockman
Council excused: None

Staff present: Steve Stahmer, Administrator; Dan Wills, Chief of Police; Patrick Farrens, Fire Chief; Mike Bauer, Parks and Recreation Director; Brett Angell, Community Development Director; Jason Greninger, IS Director; Bob Vose, City Attorney; and Stacie Brown, City Clerk.

2. OPEN FORUM

No one came forward.

3. PRESENTATIONS

None.

4. APPROVE AGENDA

Councilor Eiden moved, Councilor Brockman seconded a motion to approve the agenda as submitted. Motion carried 5-0.

5. CONSENT AGENDA

- 5.1 Approval of June 9, 2026 City Council Meeting Minutes
- 5.2 Approval of Bills and Claims
- 5.3 Approval to Reschedule the August 11, 2026 City Council Meeting to 6:00 p.m. on August 13, 2026 Due to Primary Election
- 5.4 Approval of an Application for Rogers Quarterback Club Conduct Raffles on September 4, September 18, October 9, and October 14, 2026 at the Rogers High School Stadium Located at 21000 141st Avenue North, Rogers, Minnesota
- 5.5 Approval of MOUs for the Patrol and Sergeant Unions Regarding HCSP
- 5.6 Approval to Withdraw from the Anoka-Hennepin Narcotics and Violent Crimes Task Force Effective December 31, 2026
- 5.7 Adoption of the 2026 Developers Handbook
- 5.8 Items related to City Hall and Police Department Civic Campus, City Project No. 2202
 - Approve Professional Services Agreement with American Engineering

Testing (AET) for Special Inspections for City Hall and Police Department Civic Campus, City Project No. 2202

- Approve Payment to Project Resources Group (PRG) for Comcast Relocation Associated with Xcel Energy's Overhead Power Relocation

5.9 Approval of Resolution 2026-60 Authorizing a Letter of Credit Release for Towns at Fox Creek Grading

5.10 Approval of Resolution 2026-61 Authorizing a Letter of Credit Reduction for Towns at Fox Creek 3rd Addition

5.11 Approval of Resolution 2026-62 Authorizing a Letter of Credit Reduction for Northview Preserve

5.12 Approval of Resolution 2026-63 Authorizing a Letter of Credit Reduction for Aster Mill 3rd Addition

5.13 Approval of Items Related to Trailers Plus at 19520 County Rd 81

- Authorizing a Stormwater Maintenance Agreement
- Authorizing Drainage & Utility Easement

5.14 Approve Contract with Emergency Service Perspectives

Councilor Jullie moved, Councilor Enga seconded a motion to approve the Consent Agenda. Motion carried 5-0.

6. PUBLIC HEARINGS

None.

7. GENERAL BUSINESS

7.1 Approval of Resolution No. 2026-57 Hiring Zachary Wells as Full-Time Police Officer, June 24, 2026, Subject to the Conditions Set Forth in the Resolution

Chief of Police Wills recalled the City Council's approval of a Deputy Police Chief position in the 2026 Police Department budget, resulting in the internal promotion of a Captain and a Sergeant, and the hiring of a new Police Officer, Zachary Wells.

Wills shared Officer Wells' educational and professional background, most recently joining the Rogers Police Department as a Community Service Officer in February 2026. Wills noted that a swearing-in ceremony will be held for Wells at a future Council meeting, upon his completion of the Field Training Program.

Officer Wells thanked the Council for the opportunity to serve with the Rogers Police Department.

Mayor Klick moved, Councilor Eiden seconded a motion to approve Resolution 2026-57; Hiring Zachary Wells as Full-Time Police Officer, June 24, 2026, Subject to the Conditions Set Forth in the Resolution. Motion carried 5-0.

7.2 Approval of Data Request Software Project

IS Director Greninger reviewed the manual process currently used for data requests, including manual forms for intake, routing and tracking of each request. With the growing number of requests, staff looked at data request software options from JustFOIA and NextRequest.

Greninger noted the similar capabilities of the two platforms:

- Public facing portal
- Configurable digital request forms a
- Automated workflow routing
- Due-date reminders
- Integrated internal/external communication tools
- Support for uploading and managing documents of any file type
- built-in redaction tools
- Text search
- Audit trails
- Reporting dashboards.

Greninger shared that after receiving demonstrations for both products, staff recommend JustFOIA for ease of use, no file storage limitations, lowest cost, and positive feedback from other municipalities. City Attorney Vose explained that data practices requests are very much on the rise, particularly in the context of lawsuits. Many claimants are foregoing the discovery process through the courts and using the Data Practices Act to obtain documents and data. Vose added that while he doesn't have an opinion on this particular vendor, he acknowledged the importance of a city having this functional ability is very important for a city.

Councilor Eiden noted that both vendors quoted a 5% annual uplift, which seems heavy; he asked if they commented on what drives that. Greninger replied that many vendors are building an uplift into their quotes. This may be attributed to inflation and increasing technology costs for computers and servers due to the chip shortage. They are hosting their own servers and are likely trying to cover their costs. Eiden inquired about storage of the City's data. Greninger replied that the City would essentially be releasing copies of responsive data to JustFOIA to provide to requesters via the vendor's website. Eiden noted that the City's data would be in two places, which Greninger confirmed. However, after a period of time, the data is deleted. Their agreements have been reviewed to ensure that best security practices are being followed.

Councilor Enga asked if the City's data has retention time limits. City Clerk Brown noted that the retention period is dependent on the type of data, and at the point when the data is made available, any protected portions have been redacted. Administrator Stahmer added this would not change the data retained by the City, or the retention schedule. Brown noted another benefit would be the ability to respond to requests for the same records without starting over, which happens frequently for environmental studies data requests. Eiden

stated that he understands the necessity, but he had questions about the 5% uplift and proliferation of data.

Mayor Klick asked if it would be annual renewal, which Greninger confirmed. He explained that having negotiated with other vendors, unfortunately, it's common to see this percentage amount. Councilor Jullie asked if this is the same software used for information on criminal cases. Police Chief Wills confirmed that it is, and often times, the request is sent to the Police Department, and the same request goes to City Hall. The biggest benefit is saving staff time internally, and this will allow a consistent process for everyone. He added that the number of requests is increasing each month.

Councilor Eiden moved, Councilor Enga seconded a motion to approve the data request software project. Motion carried 5-0.

7.3 Approval to Proceed with North Community Park Playground Plan per the 2026 CIP

Parks and Recreation Director Bauer shared the background of ongoing issues with the North Community Park Playground;

- Equipment needs updates (25 years old)
- Ground wasp problems in the sand play area
- Limited accessibility
- Several incomplete pieces due to parts availability and new safety standards.

Bauer noted that a budget of \$1,000,000.00 for replacements was included as part of the 2026 Capital Improvement Plan. A Request for Proposals (RFP) was issued in November 2025 to fully replace North Community Park playground, which closed on December 8, 2025. Four firms submitted six complete budget complaint proposals. The Parks and Recreation Advisory Commission (PRAC) requested revisions to three top designs. Finalists (GameTime/MWP Recreation and Weber Recreation/Miracle Recreation) were directed to submit updates at the February, 2026 PRAC meeting, advertised for the public to attend.

Bauer shared that the City ran an online survey from June 1 - June 9, 2026, which received 178 responses. The option presented by GameTime/MWP received 140 votes, and the Weber option received 38 votes. At the June 11, 2026 PRAC meeting, the Commission unanimously recommended the GameTime/MWP plan, pending branding alignment with the City Communications Coordinator.

Dan Lanes of MN/WI Playground came forward and reviewed the features of the playground in detail, including inclusive and intergenerational play areas. Ron Blake of GameTime discussed the importance of accessibility for people of all abilities to play independently and socially. Mr. Lanes shared that this playground would serve as a national demonstration site showing the return on investment for a city's investment in a playground. Bauer noted the priority of the misting area to cool without getting wet, which allows kids playing sports to use it without getting soaked. Councilor Eiden inquired about

the timeline, and Mr. Lanes estimated August/September for completion.

Councilor Eiden moved, Councilor Brockman seconded a motion to approve the North Community Park playground replacement plan as part of the 2026 Capital Improvement Plan and authorize staff to execute necessary agreements with GameTime/MWP Recreation for design, equipment, and installation services, pending confirmation of branding elements with the City Communications Coordinator. Motion carried 5-0.

8. OTHER BUSINESS

None.

9. CORRESPONDENCE AND REPORTS

None.

10. ADJOURN TO CLOSED SESSION

10.1 Adjourn to Closed Session to Discuss Attorney-Client Privileged Matters Per MN Statutes 13D.05, Subdivision 3(b).

Mayor Klick adjourned the meeting to Closed Session at 7:41 p.m. to discuss attorney-client privileged matters per MN Statutes 13D.05, Subdivision 3(b).

The regular meeting was reconvened at 8:17 p.m.

11. ADJOURN

Mayor Klick adjourned the meeting at 8:17 p.m.

Respectfully submitted,

Stacie Brown
City Clerk



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 14, 2026

Agenda Item: 5.2

Subject: Approval of Bills and Claims

Prepared By: Bridget Bruska, Finance Director

Recommended Council Action

Motion to approve bills and claims as presented.

Overview / Background / Analysis

According to the City's purchasing policy, all purchases made by City staff must be reviewed and approved by the City Council during each Council meeting via the consent agenda.

Attached is a summary of payments issued by the City since the cutoff date of the previous Council meeting. Detailed supporting documentation is provided to Council as nonpublic background material to reduce fraud risk and is available for public inspection upon request, as permitted by law.

Staff Recommendation

Motion to approve bills and claims as presented.

Financial Impact: N/A

Source Fund: N/A

Budgeted? N/A

Supporting Documentation

- A. AP Cover Sheet
- B. 06-26-2026 Checks #97867-97884 - UB Overpayments
- C. 06-26-2026 Checks #97885-97920 & ACH Payments
- D. 07-02-2026 Checks #97921-97971 & ACH Payments
- E. June Purchasing Cards

CITY OF ROGERS
07.14.2026 CITY COUNCIL MEETING
OPERATING ACCOUNTS - ADDITIONAL CLAIMS PAID/TO BE PAID

City Payroll Checks, Taxes & Misc Fees Paid

6/25/2026 ADP Child Support/Garnishment	124.62
6/25/2026 ADP Direct Deposits	300,620.42
6/25/2026 ADP Payroll Taxes	121,285.21
6/17/2026 Humana (Employee Paid Supplemental Plan)	432.30
6/17/2026 Associated Bank FSA/DCAP	300.00
7/6/2026 Associated Bank Cobra Fees	62.30
6/25/2026 Group Health EAP Charges	202.80
6/29/2026 ICMA Deferred Compensation	3,125.00
6/26/2026 Associated Bank Health Plan Fund	6,812.60
6/29/2026 PERA	84,717.10
6/29/2026 State of MN HCSP	4,613.23
6/29/2026 State of MN - Deferred Comp	14,286.00
6/30/2026 The Hartford - June	2,471.69
Payroll & Misc Fee Expenditures	539,053.27

City Checks & ACH Paid

6/26/2026 City Checks UB Overpayments (97867-97884)	1,412.36
6/26/2026 City Checks & ACH Paid (97885-97920)	504,815.82
7/2/2026 City Checks & ACH Paid (97921-97971)	2,179,494.89
City Misc ACH/Wires Paid	2,685,723.07

7/3/2026 Finnly Sports Payments Credit Card Fees RAC	1,930.06
7/3/2026 Payment Services Network Processing Fees	325.00
7/2/2026 Credit Card Fees City	17,480.63
7/1/2026 Civic Pay Fees Utility Billing	5,505.67
6/23/2026 WT - Bond Trust Services - 2026A G.O Bond Payment	589.17
6/17/2026 US Bank Credit Cards - June	67,436.40
6/18/2026 MNDOR - City Sales Tax	3,559.00
City ACH/Wire Expenditures	96,825.93

Liquor Misc AC City Total To Be Approved

3,321,602.27

7/3/2026 Credit Card Processing Fees - RWAS	6,738.46
7/3/2026 Credit Card Processing Fees - RWAS	534.53
7/3/2026 Credit Card Interchange Fees- RWAS	142.86
Liquor ACH/Wire Expenditures	7,415.85

Liquor Total to Be Approved

7,415.85



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 14, 2026

Agenda Item: 5.3

Subject: Approval of a New Massage Establishment License for Crowhaven Therapeutic Massage (Lynsey Smerud) to Operate Within MySalon Suites, Located at 21051 135th Avenue, Rogers, Minnesota

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to approve a new Massage Establishment License for Crowhaven Therapeutic Massage (Lynsey Smerud) to operate within MySalon Suites, Located at 21051 135th Avenue, Rogers, Minnesota.

Overview / Background / Analysis

Council adopted an Ordinance requiring massage establishments to be licensed by the City and approved by the City Council. Under the Ordinance, massage establishments are responsible for ensuring that all Massage Therapists practicing at their business meet the requirements of City Code. Violations of the Code may result in the suspension or cancellation of the establishment's license.

Individuals operating massage therapy businesses within MySalon Suites are required to obtain a Massage Establishment License, as they are leasing space from MySalon (and not under their employment).

Crowhaven Therapeutic Massage (Lynsey Smerud) has submitted a Massage Establishment License application to operate as a message establishment within MySalon Suites, located at 21051 135th Avenue in Rogers. The applicant has provided all required documents and fees in support of the application, and a background investigation has been cleared through the Rogers Police Department. If approved by the City Council, the license will be valid through December 31, 2026.

Staff Recommendation

Motion to approve a new Massage Establishment License for Crowhaven Therapeutic Massage (Lynsey Smerud) to operate within MySalon Suites, Located at 21051 135th Avenue, Rogers, Minnesota.

Financial Impact:

Source Fund:

Budgeted?

Supporting Documentation
None



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 14, 2026

Agenda Item: 5.4

Subject: Approval of Resolution 2026-66; Appointing Election Judges and Absentee Ballot Board for the August 11, 2026 State Primary Election

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to approve Resolution 2026-66; Appointing Election Judges and Absentee Ballot Board for the August 11, 2026 State Primary Election.

Overview / Background / Analysis

Each election cycle, the City Council is required to adopt a Resolution appointing Judges for the upcoming election.

The individuals listed on Resolution 2026-66 have applied to serve as Election Judges and/or Absentee Judges for the August 11, 2026 State Primary Election, and have completed training as required by Minnesota Statute 204B.25.

Additional Judges may be appointed as applications are received, and training requirements are met. This Resolution allows for the City Clerk to make additions and substitutions as deemed necessary.

Staff Recommendation

Motion to approve Resolution 2026-66; Appointing Election Judges and Absentee Ballot Board for the August 11, 2026 State Primary Election.

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

- A. Resolution 2026-66 Appointing Election Judges and Ballot Board for the August 11, 2026 State Primary Election

RESOLUTION NO. 2026-66

**A RESOLUTION APPOINTING ELECTION JUDGES AND ABSENTEE BALLOT
BOARD FOR THE AUGUST 11, 2026 STATE PRIMARY ELECTION**

BE IT RESOLVED by the City Council of the City of Rogers that the following individuals are hereby appointed as Election Judges for the State Primary Election to be held on August 11, 2026 at the rate of pay, per hour, as specified:

Name	Absentee Judge Rate	Election Day Judge Rate
Joel Brockman		\$17.00
Dan Creelman		\$17.00
Pat Curtis		\$17.00
Jerry Grant	\$18.00	\$17.00
Rose Ivey (Head Judge)	\$18.00	\$18.00
Joan LeVasseur		\$17.00
Mary Rooney (Head Judge)		\$18.00
Jeffrey Curtis		\$17.00
Amy High		\$17.00
Pamela Hughes		\$17.00
Janice Lenz		\$17.00
Maria Quinn		\$17.00
Diane Baker	\$18.00	\$17.00
Kenneth Bolvin (Head Judge)		\$18.00
James Grossmann		\$17.00
Janice Hill		\$17.00
Michael Jadrach		\$17.00
Thomas Kissner		\$17.00
Daniel Liquete		\$17.00
Becky Trask (Head Judge)		\$18.00
Mike Volkers		\$17.00
Shirley Baken		\$17.00
Alvin Gloege		\$17.00
Gregg Piehl		\$17.00
Marilyn Brick	\$18.00	\$17.00
Terri Grant (Head Judge)	\$18.00	\$18.00
Carole Hamilton		\$17.00
Gregory Kemmetmueller		\$17.00
Jay Kulp		\$17.00
Faye Liquete		\$17.00
Denise Nord		\$17.00
David Samuelson (Head Judge)	\$18.00	\$18.00
Tracy Shakal		\$17.00
Rick Taylor		\$17.00

Name	Absentee Judge Rate	Election Day Judge Rate
Judi Volkers		\$17.00
Shirley Weidlein		\$17.00
Louise Wentworth		\$17.00
Jeffery Fuller		\$17.00
Lisa Latteman		\$17.00

BE IT FURTHER RESOLVED by the City Council of the City of Rogers that the following individuals are hereby appointed to serve on the Absentee Ballot Board for the State Primary Election to be held on August 11, 2026 at \$18.00 per hour; City staff paid at regular rate of pay, as specified:

Diane Baker	Terri Grant	Rose Ivey
Marilyn Brick	David Samuelson	Jerry Grant
Stacie Brown	Amy Solum	

BE IT FURTHER RESOLVED that the Rogers City Council also appoints other individuals and all members appointed to the Hennepin County Absentee Ballot Board as authorized under Minn. Stat. 204B.21, subd. 2 under the direction of the Election Manager to serve as members of the Rogers Absentee Ballot Board; and

BE IT FURTHER RESOLVED that the City Clerk is authorized to make any substitutions or additions as deemed necessary.

Moved by Councilmember _____, seconded by Councilmember _____

The following voted in favor of said Resolution:

The following voted against the same:

Whereupon said Resolution was declared duly passed and adopted, and was signed by the Mayor and attested by the Clerk dated this 14th day of July, 2026.

Shannon Klick, Mayor

ATTEST:

Stacie Brown, City Clerk



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 14, 2026

Agenda Item: 5.5

Subject: Approve Professional Services Agreement with Dunham Associates for Commissioning for RAC Expansion, City Project No. 2406

Prepared By: Doran Cote, Public Works Director/City Engineer

Recommended Council Action

Motion to Approve Professional Services Agreement with Dunham Associates for Commissioning for RAC Expansion, City Project No. 2406

Overview / Background / Analysis

RJM Construction, the Construction Manager for the RAC Expansion, solicited proposals for commissioning services for the facility. Commissioning services include planning, reviewing design documents, observing construction, conducting system testing, and training the building staff. These services confirm operational readiness, ensuring that the facility is safe, efficient, and ready for day-to-day use from day one.

Three consultants submitted proposals at the following cost:

Dunham Associates - \$23,000.00

Emanuelson-Podas - \$32,000.00

Questions & Solutions Engineering — \$38,600.00

After careful consideration and discussions with RJM, it is RJM's recommendation that the City of Rogers proceeds with Dunham Associates, Inc. for commissioning services on the RAC Expansion. Dunham provides the most cost-effective option and essentially the same scope coverage. RJM has worked with Dunham before, and they proved to be great to work with. They have demonstrated the best understanding of the scope of the project and presented the best cost to value for the project. Dunham Associates commissioned Fire Station No. 2.

Staff Recommendation

Motion to Approve Professional Services Agreement with Dunham Associates for Commissioning for RAC Expansion, City Project No. 2406

Financial Impact: \$23,000

Source Fund: Park Dedication, RAC Capital Fund, Naming Rights, RAC Operating Income, RYHA, Faceoff Booster Club, ISD 728, Mighty Ducks Grant

Budgeted? Yes

Supporting Documentation

- A. Dunham Consultant Professional Services Agreement
- B. Dunham Cx Proposal
- C. EP Cx Proposal
- D. QSE Cx Proposal

PROFESSIONAL SERVICES AGREEMENT

This Agreement is made on the 14th day of July 2026, between the **CITY OF ROGERS, 22350 S. Diamond Lake Road, Rogers MN 55374** ("City") and **DUNHAM MECHANICAL AND ELECTRICAL CONSULTING ENGINEERING, 50 South Sixth Street, Suite 1100, Minneapolis, MN 55402** ("Consultant").

Preliminary Statement

The purpose of this Agreement is to set forth terms and conditions for the provision of professional engineering services by the Consultant for the City.

The City and Consultant agree as follows:

1. **Consultant's Services.** The Consultant agrees to provide professional services as described in Exhibit A, Scope of Work, attached hereto and incorporated herein. Consultant agrees to use the City's standard specifications in any bidding documents prepared under this Agreement. The requirements of this section may be waived by the City if the City Engineer determines that they are not necessary for the successful completion of the project. Consultants requesting a requirement to be waived must have written authorization from the City Engineer.
2. **Time for Performance of Services.** The Consultant will perform the services outlined in Exhibit A, Scope of Work within the prescribed days from the date of the contract award. Any changes in this schedule must be approved in writing by the City.
3. **Compensation for Services.** City agrees to pay the Consultant for services as described in Exhibit A, Scope of Work as may be amended from time to time by mutual written agreement by City and Consultant.
4. **Method of Payment.** The Consultant must submit itemized bills for services provided to the City on a monthly basis. Bills submitted will be paid in the same manner as other claims made to the City.

For work reimbursed on an hourly basis, the Consultant must indicate for each employee, his or her classification, the number of hours worked, rate of pay for each employee, a computation of amounts due for each employee, the total amount due, the original contracted amount, the current requested amount and the total amount. Consultant must verify all statements submitted for payment in compliance with Minnesota Statutes Sections 471.38 and 471.391. For reimbursable expenses, the Consultant must provide such documentation as reasonably required by the City.

5. **Audit Disclosure.** The Consultant must allow the City or its duly authorized agents reasonable access to such of the Consultant's books and records as are pertinent to all services provided under this Agreement.

Any reports, information, data, etc. given to, or prepared or assembled by the Consultant, under this Agreement which the City requests to be kept confidential must not be made available to any individual or organization without the City's prior written approval. All finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant will become the property of the City upon termination of this Agreement, but Consultant may retain copies of such documents as records of the services provided and may reuse standard portions of such documents in the normal course of its business.

6. **Term.** The term of this Agreement will be from July 15th, 2026, through final project closeout by the City Council and receipt of all Consultant deliverables, the date of signature by the parties notwithstanding. This Agreement may be extended upon the written mutual consent of the parties for such additional period as they deem appropriate, and upon the terms and conditions as herein stated.
7. **Termination.** This Agreement may be terminated by City by seven (7) day's written notice to Consultant delivered to the address written above. Upon termination under this provision, the Consultant will be paid for services rendered and reimbursable expenses incurred prior to the effective date of termination.

In the event the City uses the Instruments of Service after terminating this Agreement, the City releases the Consultant and subconsultant(s) from all claims and causes of action arising from such uses. The City, to the extent permitted by law, further agrees to indemnify and hold harmless the Consultant and its subconsultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the City's use of the Instruments of Service after termination of this Agreement.

8. **Subcontractor.** The Consultant must not enter into subcontracts for any of the services provided for in this Agreement without the express written consent of the City.
9. **Independent Contractor.** At all times and for all purposes hereunder, the Consultant is an independent contractor and not an employee of the City. No statement herein shall be construed so as to find the Consultant an employee of the City.
10. **Assignment.** Neither party will assign this Agreement, nor any interest arising herein, without the written consent of the other party.
11. **Services Not Provided For.** No claim for services furnished by the Consultant not specifically provided for herein will be honored by the City.

12. **Severability.** The provisions of this Agreement are severable. If any portion hereof is, for any reason, held by a court of competent jurisdiction to be contrary to law, such decision will not affect the remaining provisions of the Agreement.
13. **Entire Agreement.** The entire Agreement of the parties is contained herein. This Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter hereof, as well as any previous agreements presently in effect between the parties relating to the subject matter hereof. Any alterations, amendments, deletions or waivers of the provisions of this Agreement will be valid only when expressed in writing and duly signed by the parties unless otherwise provided herein.
14. **Compliance with Laws and Regulations.** In providing services hereunder, the Consultant must abide by all statutes, ordinances, rules and regulations pertaining to the provision of services to be provided. Any violation will constitute a material breach of this Agreement and entitle the City to immediately terminate this Agreement.
15. **Waiver.** Any waiver by either party of a breach of any provisions of this Agreement will not affect, in any respect, the validity of the remainder of this Agreement.
16. **Indemnification.** The Consultant must indemnify and hold harmless the City, its employees and agents, for all claims, damages, losses and expenses, including but not limited to attorney's fees which they may suffer or for which they may be held liable, as a result of, and to the extent of, the negligent or wrongful acts of the Consultant, his or her employees or anyone else for whom he or she is legally responsible in the performance of this Agreement.
17. **Insurance.** During the term of this Agreement, Consultant must maintain a general liability insurance policy with limits of \$1,500,000 for each occurrence and \$2,000,000 aggregate, for both personal injury and property damage.

This policy shall name the City as an additional insured for the services provided under this Agreement and shall provide, as between the City and the Consultant, that the Consultant's coverage shall be the primary coverage in the event of a loss. If the Consultant is providing either architectural or engineering services, the Consultant must also maintain during the term of this Agreement a professional liability insurance policy with the same limits as for general liability. A certificate of insurance on the City's approved form which verifies the existence of these insurance coverages must be provided to the City before work under this Agreement is begun.

18. **Governing Law.** This Agreement will be controlled by the laws of the State of Minnesota.

19. **Whole Agreement.** This Agreement embodies the entire Agreement between the parties including all prior understanding and agreements, and may not be modified except in writing signed by all parties.

Executed as of the day and year first written above.

CITY OF ROGERS

**DUNHAM MECHANICAL AND
ELECTRICAL CONSULTING
ENGINEERING**

By: _____
Shannon Klick, Mayor

By: _____

Date: _____

Its: _____ Contracts Officer

Date: _____

By: _____
Steven Stahmer, City Administrator

Date: _____

DUNHAM ASSOCIATES, INC.

Professional Services Agreement

This Agreement, including the General Conditions, Appendices, and any Supplemental Agreements shall be effective as of **June 2, 2026** between **City of Rogers (Client)** and **Dunham Associates, Inc. (Dunham)**.

This Agreement authorizes and describes the scope, schedule, and payment conditions for Dunham's work on the Project known as: **Rogers Activity Center**

Client's Authorized Representative:	Mike Bauer		
Address:	22350 S. Diamond Lake Road		
	Rodgers, MN 55374		
Telephone:	763-428-0974	Email:	mbauer@rogersmn.gov
Dunham Representative:	Chad Bolin		
Address:	50 South Sixth Street, Suite 1100		
	Minneapolis, MN 55402		
Telephone:	612-465-7550	Email:	Chad.bolin@dunhameng.com

Project Description:

RJM is working with the City of Rogers to construct a new activity center that will provide recreational, fitness, and community gathering spaces for residents.

Systems: The following systems are included in our Basic Services:

HVAC Equipment

- Dry Heating Unit
- Rooftop Units
- Unit Heaters
- Infrared Heaters
- Makeup Unit
- Fans
- Furnace

Plumbing Equipment

- Domestic Water Heaters
- Recirculation Pumps

Electrical Equipment

- Lighting Controls

Scope: The Scope of Services to be provided by Dunham is as set forth below and all services are provided subject to the attached General Conditions of Contract and Appendices attached to this Agreement.

Field Verification and Testing

Dunham will:

- Prepare Commissioning Plan
- Review approved HVAC, Plumbing, and Lighting equipment submittals
- Conduct Cx Kick-Off Meeting
- Prepare functional performance test plans for above listed systems
- Conduct construction three (3) site visits prior to functional testing
- Participate in up to eight (8) construction meetings
- Review Test and Balance reports
- Conduct and document manual functional performance tests of above listed systems
- Document all deficiencies or recommended actions on an issues log
- Conduct seasonal / deferred testing
- Provide a report documenting the above tasks

Schedule: The Schedule for the Services to be provided by Dunham shall be as mutually agreed upon by Dunham and Client. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of Dunham, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

- Dunham is available to begin immediately after a signed contract is in place.
- Functional testing will begin after all equipment start-ups have been completed and Test and Balance report has been reviewed.

Compensation:

Our compensation for Basic Services will be a lump sum of \$23,000. Reimbursable expenses are included in lump sum fee.

Optional Additional Services: The following services are typically not included in the Limited Scope of Services but may be elected to assure contractor compliance with design intent, budget and schedule.

1. Testing or verification of any equipment not listed above in basic services.
2. Building envelope commissioning.
3. Emergency power commissioning
4. Any commissioning tasks not explicitly named above.
5. Services not listed as Basic Services

Additional Services Compensation: For additional services beyond those defined as Project Basic Services, and when these Additional Services have been prior approved in writing by City of Rogers, our compensation will be hourly at the rates outlined in our current rate schedule attached in Appendix A, plus reimbursable expenses as outlined in attached Appendix B.

Invoicing: We will invoice you for our services monthly, for services performed during the previous month.

CLIENT SHALL FURNISH TO DUNHAM INFORMATION NECESSARY AND RELEVANT FOR DUNHAM TO EVALUATE, GIVE NOTICE OF OR ENFORCE MECHANICS LIEN RIGHTS. SUCH INFORMATION SHALL INCLUDE A CORRECT STATEMENT OF THE RECORD LEGAL TITLE TO THE PROPERTY ON WHICH THE PROJECT IS LOCATED, USUALLY REFERRED TO AS THE SITE AND THE CLIENT'S INTEREST THEREIN. IN THE EVENT THAT THE PROJECT OR PROPERTY SUBJECT TO THE PROJECT IS SUBJECT TO LIENS, DUNHAM PROVIDES THE FOLLOWING NOTICE:

(B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

Should this proposal not be accepted within a 60-day period from the date of proposal or should the scope, schedule or estimated construction cost vary from the stated assumptions, Dunham reserves the right to review and update this proposal after that time.

Signature

Date

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DUNHAM ASSOCIATES, INC.

Professional Services Agreement

This Agreement, including the General Conditions, Appendices, and any Supplemental Agreements shall be effective as of **June 2, 2026** between **City of Rogers (Client)** and **Dunham Associates, Inc. (Dunham)**.

This Agreement authorizes and describes the scope, schedule, and payment conditions for Dunham's work on the Project known as: **Rogers Activity Center**

Client's Authorized Representative:	Mike Bauer	
Address:	22350 S. Diamond Lake Road	
	Rodgers, MN 55374	
Telephone:	763-428-0974	Email: mbauer@rogersmn.gov
Dunham Representative:	Chad Bolin	
Address:	50 South Sixth Street, Suite 1100	
	Minneapolis, MN 55402	
Telephone:	612-465-7550	Email: Chad.bolin@dunhameng.com

Project Description:

RJM is working with the City of Rogers to construct a new activity center that will provide recreational, fitness, and community gathering spaces for residents.

Systems: The following systems are included in our Basic Services:

HVAC Equipment

- Dry Heating Unit
- Rooftop Units
- Unit Heaters
- Infrared Heaters
- Makeup Unit
- Fans
- Furnace

Plumbing Equipment

- Domestic Water Heaters
- Recirculation Pumps

Electrical Equipment

- Lighting Controls

Scope: The Scope of Services to be provided by Dunham is as set forth below and all services are provided subject to the attached General Conditions of Contract and Appendices attached to this Agreement.

Field Verification and Testing

Dunham will:

- Prepare Commissioning Plan
- Review approved HVAC, Plumbing, and Lighting equipment submittals
- Conduct Cx Kick-Off Meeting
- Prepare functional performance test plans for above listed systems
- Conduct construction three (3) site visits prior to functional testing
- Participate in up to eight (8) construction meetings
- Review Test and Balance reports
- Conduct and document manual functional performance tests of above listed systems
- Document all deficiencies or recommended actions on an issues log
- Conduct seasonal / deferred testing
- Provide a report documenting the above tasks

Schedule: The Schedule for the Services to be provided by Dunham shall be as mutually agreed upon by Dunham and Client. If in this Agreement specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of Dunham, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment.

- Dunham is available to begin immediately after a signed contract is in place.
- Functional testing will begin after all equipment start-ups have been completed and Test and Balance report has been reviewed.

Compensation:

Our compensation for Basic Services will be a lump sum of \$23,000. Reimbursable expenses are included in lump sum fee.

Optional Additional Services: The following services are typically not included in the Limited Scope of Services but may be elected to assure contractor compliance with design intent, budget and schedule.

1. Testing or verification of any equipment not listed above in basic services.
2. Building envelope commissioning.
3. Emergency power commissioning
4. Any commissioning tasks not explicitly named above.
5. Services not listed as Basic Services

Additional Services Compensation: For additional services beyond those defined as Project Basic Services, and when these Additional Services have been prior approved in writing by City of Rogers, our compensation will be hourly at the rates outlined in our current rate schedule attached in Appendix A, plus reimbursable expenses as outlined in attached Appendix B.

Invoicing: We will invoice you for our services monthly, for services performed during the previous month.

CLIENT SHALL FURNISH TO DUNHAM INFORMATION NECESSARY AND RELEVANT FOR DUNHAM TO EVALUATE, GIVE NOTICE OF OR ENFORCE MECHANICS LIEN RIGHTS. SUCH INFORMATION SHALL INCLUDE A CORRECT STATEMENT OF THE RECORD LEGAL TITLE TO THE PROPERTY ON WHICH THE PROJECT IS LOCATED, USUALLY REFERRED TO AS THE SITE AND THE CLIENT'S INTEREST THEREIN. IN THE EVENT THAT THE PROJECT OR PROPERTY SUBJECT TO THE PROJECT IS SUBJECT TO LIENS, DUNHAM PROVIDES THE FOLLOWING NOTICE:

(B) UNDER MINNESOTA LAW, YOU HAVE THE RIGHT TO PAY PERSONS WHO SUPPLIED LABOR OR MATERIALS FOR THIS IMPROVEMENT DIRECTLY AND DEDUCT THIS AMOUNT FROM OUR CONTRACT PRICE, OR WITHHOLD THE AMOUNTS DUE THEM FROM US UNTIL 120 DAYS AFTER COMPLETION OF THE IMPROVEMENT UNLESS WE GIVE YOU A LIEN WAIVER SIGNED BY PERSONS WHO SUPPLIED ANY LABOR OR MATERIAL FOR THE IMPROVEMENT AND WHO GAVE YOU TIMELY NOTICE.

Should this proposal not be accepted within a 60-day period from the date of proposal or should the scope, schedule or estimated construction cost vary from the stated assumptions, Dunham reserves the right to review and update this proposal after that time.

Signature

Date

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GENERAL CONDITIONS OF THE AGREEMENT FOR PROFESSIONAL SERVICES

1. SERVICES

A. General

1. Dunham agrees to perform professional services as set forth in the Agreement for Professional Services or any Supplemental Agreement ("Basic Services")

B. Schedule

1. Unless specific periods of time or dates for providing services are specified, Dunham's obligation to render services hereunder will be for a period which may reasonably be required for the completion of said services.
2. If Client has requested changes in the scope, extent, or character of the Project or the services to be provided by Dunham, the time of performance and compensation for Dunham's services shall be adjusted equitably. The Client agrees that Dunham is not responsible for damages arising directly or indirectly from delays resulting from causes beyond Dunham's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, or other natural disasters or acts of God; fires, riots, war or other emergencies; any action or failure to act in a timely manner by any government agency; actions or failure to act by the Client or the Client's contractor or consultants; or discovery of any hazardous substance or differing site conditions. If the delays resulting from such causes increase the cost or the time required by Dunham to perform its services in accordance with professional skill and care, then Dunham shall be entitled to a reasonable adjustment in schedule and compensation.

C. Additional Services

1. If Dunham determines that any services it has been directed or requested to perform are beyond the scope as set forth in the Agreement or that, due to changed conditions or changes in the method or manner of administration of the Project, that Dunham's effort required to perform its services under this Agreement exceeds the stated fee for Basic Services, then Dunham shall promptly notify the Client of that fact. Upon notification, Dunham shall be entitled to additional compensation for same, and an extension of time for completion of work absent written objection by Client.
2. For additional services beyond those defined as Project Basic Services, and when these Additional Services have been prior approved in writing by Client, Dunham shall be paid hourly at the rates outlined in the current rate schedule attached as Appendix A, along with reimbursable expenses billed at cost.

D. Suspension and Termination

1. If Dunham's services are delayed or suspended in whole or in part by Client, or if Dunham's services are delayed by actions or inactions of others for more than 60 days through no fault of Dunham, then Dunham shall be entitled to either terminate its agreement upon 7 days written notice or, at its option, accept an equitable adjustment of rates and amounts of compensation provided for elsewhere in this Agreement to reflect reasonable costs incurred by Dunham in connection with, among other things, such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.
2. This Agreement may be terminated by either party upon seven days written notice should the other party fail substantially to perform in accordance with its terms

through no fault of the party initiating the termination. In the event of termination Dunham shall be compensated for services performed prior to termination date, including charges for expenses and equipment costs then due and all termination expenses.

3. This Agreement may be terminated by either party upon thirty days' written notice without cause. In the event of termination, copies of plans, reports, specifications, electronic drawing/data files (CADD), field data, notes, and other documents whether written, printed or recorded on any medium whatsoever, finished or unfinished, or other Instruments of Service prepared by Dunham pursuant to this Agreement and pertaining to the work or to the Project, shall be made available to the Client per Section 6. All provisions of this Agreement allocating responsibility or liability between the Client and Engineer shall survive the completion of the services hereunder and/or the termination of this Agreement.

2. PAYMENTS

A. Invoices

1. Payments for services rendered as set forth in Dunham's Invoices are due and payable within thirty (30) days of receipt.
2. Dunham shall be entitled to interest at the lesser of a rate of 1% per month or the maximum allowed by law on all past due invoices. Dunham may, after giving seven days written notice to Client, suspend services under this Agreement until Dunham has been paid in full all amounts due for services, expenses and other related charges. Payments will be credited first to interest and then to principal. Further, Dunham reserves the right to retain Instruments of Service until all invoices are paid in full. Dunham will not be liable for any claims of loss, delay, or damage by Client for reason of withholding services or products of service until all invoices are paid in full. Dunham shall be entitled to recover all reasonable costs and disbursements, including reasonable attorney fees, incurred in connection with collecting amounts owed by Client.
3. In the event of a disputed or contested invoice, only that portion so contested may be withheld from payment, and the undisputed portion will be paid. Client must notify Dunham in writing of any disputed items within 15 days from the date of the invoice.
4. Should taxes, fees or costs be imposed, they shall be in addition to Dunham's estimated total compensation.

3. PERFORMANCE

A. Standard of Care

1. The standard of care for all professional engineering and related services performed or furnished by Dunham under this Agreement will be the care and skill ordinarily exercised by members of Dunham's profession practicing under similar circumstances at the same time and in the same locality. Dunham makes no warranties, express or implied, under this Agreement or otherwise, in connection with its services.

B. Work of Others

1. Dunham neither guarantees the performance of any Contractor nor assumes responsibility for any Contractor's failure to furnish and perform the work in accordance with the construction documents. Client acknowledges Dunham will not direct, supervise or control the work of construction contractors or their subcontractors at the site or otherwise. Dunham shall have no authority over or responsibility for the contractor's acts, omissions, nor their means, methods, or procedures of construction. Dunham's services do not include review

or evaluation of the Client's, contractor's or subcontractor's safety measures, or job site safety or furnishing or performing any of the Contractor's work.

C. Opinions of Probable Cost

1. If requested by Supplemental Agreement, or provided as an additional service, then Dunham may provide an Opinion of Probable Cost. Dunham's Opinions of Probable Cost provided for herein are to be made on the basis of Dunham's experience and qualifications and represent Dunham's best judgment as a professional generally familiar with the industry. However, since Dunham has no control over the cost of labor, materials, equipment or service furnished by others, or over the Contractor's methods of determining prices, or over competitive bidding or market conditions, Dunham cannot and does not guarantee that proposals, bids or actual construction cost will not vary from Opinions of Construction Cost prepared by Dunham. If Client wishes greater assurance as to probable Cost, Client shall employ an independent cost estimator.

4. LIMITATIONS

A. Indemnity for Environmental Issues

1. It is acknowledged by both parties that Dunham Associates scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event Dunham Associates or any other party encounters asbestos or hazardous or toxic materials at the jobsite, or should it become known in any way that such materials may be present at the jobsite or any adjacent areas that may affect the performance of Dunham Associates' services, Dunham Associates may, at their option and without liability for consequential or any other damages, suspend performance of services on the project until the Client retains appropriate specialist consultant(s) or contractor(s) to identify, abate and/or remove the asbestos or hazardous or toxic materials, and warrant that the jobsite is in full compliance with applicable laws and regulations. Client agrees to hold harmless and indemnify Dunham and Dunham's officers, subconsultant(s), employees and agents from and against any and all claims, losses, damages, liability and costs, including but not limited to costs of defense, arising out of or in any way connected with, the presence, discharge, release, or escape of hazardous or toxic substances, pollutants or contaminants of any kind.

B. Limitations on Dunham's Liability

1. The Client hereby agrees that to the fullest extent permitted by law, Dunham's total liability to the Client for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to the Project or this Agreement from any cause or causes including, but not limited to, Dunham's negligence, errors, omissions, strict liability, breach of contract or breach of warranty (Client's Claims) shall not exceed the total amount of our fee.
2. If for any reason, including but not limited to Dunham's negligence or breach of this Agreement, a required item or component of the Project is omitted from the Contract Documents, Instruments of Service or other deliverables provided by Dunham, then Dunham shall not be responsible for payment of the cost required to add such item or component to the same extent that such item or component and resulting cost would have been required and included in the original documents. In no event shall Dunham be liable or responsible for any cost or expense that provides betterment or upgrades to the Project or that

enhances the value of the Project beyond the original contract.

C. Waiver of Consequential Damages

1. Neither Party shall be liable to the other for consequential damages, including, without limitation, lost rentals, increased rental expenses, loss of use, loss of income, lost profit, financing, business and reputation and for loss of management or employee productivity, incurred by one another or their subsidiaries or successors, regardless of whether such damages are caused by breach of contract, willful misconduct, negligent act or omission, or other wrongful act of either of them.

D. Waiver of Claims for Personal Liability

1. It is intended by the parties to this Agreement that Dunham's services shall not subject Dunham's employees, officers or directors to any personal legal exposure for the risks associated with this Agreement. Therefore, and notwithstanding anything to the contrary contained herein, the Client agrees that as the Client's sole and exclusive remedy, any claim, demand or suit shall be directed and/or asserted only against Dunham, and not against any of Dunham's individual employees, officers or directors, and Client knowingly waives all such claims against Dunham individual employees, officers or directors.

E. Assignment

1. Neither party to this Agreement shall transfer, sublet, assign any rights under, or interests in, this Agreement or claims based on this Agreement without the prior written consent of the other party. Any Assignment in violation of this Provision shall be null and void.

5. DISPUTE RESOLUTION

A. Mediation

1. In an effort to resolve any conflicts that arise during the design or construction of the Project or following the completion of the Project, the Client and Dunham agree that all disputes between them arising out of or relating to this Agreement shall be submitted to nonbinding mediation as a precondition to litigation unless the parties mutually agree otherwise.

B. Litigation – Choice of Venue and Jurisdiction

1. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, including but not limited to claims for negligence or breach of warranty, that is not settled by nonbinding mediation shall be settled through the state courts and by the law of the state of Minnesota. The venue shall be the District Court of Hennepin County, Minnesota, regardless of whether a court of another state may otherwise have *in rem* or *in personam* jurisdiction over such a controversy or claim.

C. Subconsultants

1. The Client and Dunham further agree to include a similar dispute resolution provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar provision in all agreements with subcontractors, subconsultants, suppliers or fabricators so retained, thereby providing for mediation as the primary method for dispute resolution between the parties to those agreements.

6. INTELLECTUAL PROPERTY

A. Proprietary Information

1. All documents, including reports, drawings, calculations, specifications, CADD materials, computers software or hardware or other work product prepared by Dunham pursuant to this Agreement are Dunham's Instruments of Service ("Instruments of Service") and Dunham retains all ownership interests in Instruments of Service, including copyrights.
2. Dunham shall retain all of its rights in its proprietary information including, without limitation, its methodologies and methods of analysis, ideas, concepts, expressions, inventions, know how, methods, techniques, skills, knowledge and experience possessed by Dunham prior to, or acquired by Dunham during, the performance of this Agreement and the same shall not be deemed to be Work Product or Work for Hire and Dunham shall not be restricted in anyway with respect thereto.

B. Client Use of Instruments of Service

1. Provided that Dunham has been paid for the services, Client shall have the right to use Instruments of Service resulting from Dunham's efforts on the project. Dunham shall retain full rights to electronic data and the drawings, specifications, including those in electronic form, prepared by Dunham and its subconsultants and the right to reuse component information contained in them in the normal course of Dunham's professional activities. Dunham shall be deemed to be the author of such Instruments of Service, electronic data or documents, and shall be given appropriate credit in any public display of such Instruments of Service.
2. Records requests or requests for additional copies of Instruments of Services outside of the scope of services are available to Client subject to Dunham's current rate schedule.

C. Reuse of Documents

1. All Instruments of Service prepared by Dunham pursuant to this Agreement are not intended or represented to be suitable for reuse by the Client or others on extensions of the Project or on any other project. Any reuse of the Instruments of Service without written consent or adaptation by Dunham for the specific purpose intended will be at the Client's sole risk and without liability or legal exposure to Dunham; and the Client shall defend, indemnify and hold harmless Dunham from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting from reuse of Dunham documents without written consent.

7. CLIENT RESPONSIBILITIES

A. General

1. Client shall have the responsibilities set forth herein.
 - a. Provide full information as to its requirements for the services to be provided by Dunham. Dunham shall be entitled to rely on the accuracy and completeness thereof.
 - b. Assist Dunham by furnishing all available information pertinent to the services to be provided by Dunham. All information available in electronic formats shall be provided in such formats suitable for use with current Dunham systems and technology.
 - c. Provide access to and make all provisions for Dunham to enter upon public and private lands as required for Dunham to perform its services under this Agreement.
 - d. Give prompt written notice to Dunham whenever the Client observes or otherwise becomes aware of any

changes in the Project or any defect in the services being provided by Dunham or makes or wishes to make changes in the Project.

- e. Be responsible for the accuracy of all data consisting of, but not limited to, computations, as-built drawings, electronic data bases and maps furnished by the Client. The costs associated with correcting, creating or recreating any data that is provided by the Client that contains inaccurate or unusable information or is found to omit information necessary for Dunham to perform its services are the responsibility of the Client.
- f. Promptly examine all studies, reports, sketches, opinions of probable costs, specifications, drawings, proposals and other documents presented by Dunham and render the necessary decisions and instructions so Dunham may continue in a timely manner to provide the services necessary for completion of the Project.
- g. Furnish or instruct Dunham to provide, at the Client's expense, additional services that become necessary to complete the work called for in this Agreement or to complete work added to the Project and not related to the agreed responsibilities of Dunham.
- h. Furnish to Dunham, prior to any performance of services by Dunham, a copy of any design and construction standards and comprehensive plans which the Client shall require Dunham to follow or incorporate into its work.
- i. Act promptly to review and approve or reject all proposed Change Orders and/or Supplemental Agreements.
- j. Include with the Agreement any notice or certification that Dunham will be requested to provide to Client or third parties in connection with the project. Client and Dunham shall reach agreement on the terms of any such requested notice or certification, and Client shall authorize such Additional Services as are necessary to enable Dunham to provide the notices or certifications requested. Dunham will not be required to sign any certification that would expand Dunham's liability beyond what has been expressly agreed to hereunder.
- k. Client shall be responsible for decisions made on interpretations or clarifications of the data, reports, drawings, specifications, record drawings, and other deliverables whether in printed or electronic form, provided or furnished by Dunham to Client pursuant to this Agreement that are given by Client without consultation and advice of Dunham.
- l. Bear all costs incidental to compliance with the requirements of this Section.

APPENDIX A
HOURLY RATE SCHEDULE
Through March 31, 2027
DUNHAM ASSOCIATES, INC.

Hourly billing rates are:

Executive Principal	\$ 330
Principals	\$ 300

All other employees on an hourly basis of 2.5 times direct personnel expense (DPE). Direct personnel expense is defined as the direct salaries of the employee and their mandatory and usual benefits such as taxes, vacation, sick leave, and insurance.

Hourly billing rates for these employees are:

Engineer IV	\$ 260 – 320
Engineer III	\$ 170 – 310
Engineer II	\$ 150 – 250
Engineer I	\$ 125 – 210
Designer IV	\$ 225 – 280
Designer III	\$ 170 – 265
Designer II	\$ 135 – 220
Designer I	\$ 105 – 180
Commissioning Specialist III	\$ 200 – 310
Commissioning Specialist II	\$ 140 – 275
Commissioning Specialist I	\$ 120 – 230
Drafter	\$ 80 – 130
Support Staff	\$ 85 – 120

APPENDIX B

REIMBURSABLE EXPENSES SCHEDULE

DUNHAM ASSOCIATES, INC.

Reimbursable expenses include expenses incurred by Dunham Associate's employees in the interest of the Project.

They include:

1. Transportation and authorized out-of-town travel and subsistence;
2. Mileage charged at the IRS approved reimbursement rate;
3. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
4. Fees paid for securing approval of authorities having jurisdiction over the Project;
5. Printing, reproductions, plots, standard form documents. Dunham contracts with an outside printing service and will invoice for plotting costs at a multiplier of 1.0 of the amount the printing service invoices Dunham;
6. Postage, handling and delivery, local courier, overnight courier;
7. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
8. Expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Client requests such insurance in excess of that normally carried by Dunham;
9. Taxes levied on professional services and on reimbursable expenses;
10. Site office expenses;
11. Miscellaneous Expenses: All other expenses such as local courier, overnight courier, specification printing, equipment rental, special consultants, etc.

Reimbursable expenses will be billed at a multiplier of 1.0 of the actual expense incurred.

LET'S CONNECT



A proposal for the
Rogers Activity Center
Rogers, Minn.

(Building Commissioning Services Proposal)

prepared for
City of Rogers
June 2, 2026

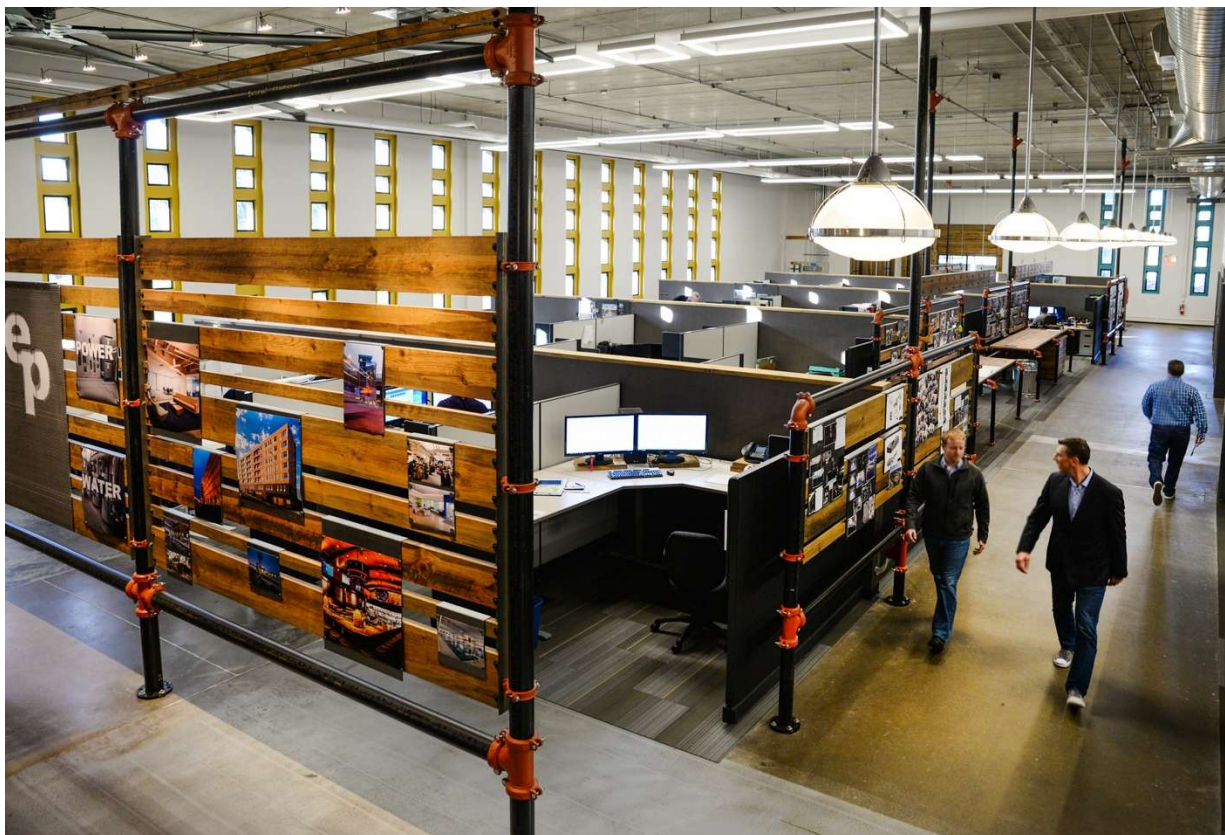


**LET'S CONNECT
AND DO GREAT THINGS**

Emanuelson-Podas, Inc.
7705 Bush Lake Road
Edina, MN 55439

952.930.0050 | epinc.com

AN OVERVIEW OF OUR FIRM



ABOUT EP: At Emanuelson-Podas, we've been bringing air, power, light, and water to the places that matter for 65 years. We do it creatively. We do it efficiently. We do it sustainably. And we do it in a manner that provides extraordinary value to everyone involved with the project.

Inspiring, efficient, highly functional spaces don't happen by accident. They happen when engineers, architects, contractors, and business owners deeply and meaningfully connect. At Emanuelson-Podas, we believe in the power of connections. We believe in the importance of effectively communicating. We believe that—together—they encompass the core of true partnership.

OUR VALUES. Everything about how we work begins and ends with three simple words: family, service, and trust. These are our company values, and they are at the core of everything we do.

OUR SERVICES. In all we do, we strive to deliver inspired, expert building system solutions to those with whom we work. The core of our work resides in providing exceptional mechanical, electrical, and plumbing design, and energy modeling, commissioning, and refrigeration engineering services.

DETAILS:

- History: Founded in 1957
- Staff: [M45+](#) // [E45+](#)
[R5](#) // [Cx7](#) // 
- Offices: Edina, Minn. (HQ) & Brookings, S.D.



AIR



POWER



LIGHT



WATER

OVERVIEW: Commissioning



Avidor Edina // Edina, Minn.



Animal Emergency and Referral Center // Oakdale, Minn.



Higher Ground // St. Paul, Minn.

SAMPLE EXPERIENCE:

- Hocokata Ti Cultural Center, Shakopee Mdewakanton Sioux Community, *Shakopee, Minn.*
- Dorothy Day Place & Higher Ground, *St. Paul, Minn.*
- Life Time Fitness, *Multiple Locations*
- Junior Achievement, *St. Paul, Minn.*
- Avidor Edina Apartments, *Edina, Minn.*
- Avidor Glenview, *Glenview, Ill.*
- RBC Gateway, *Minneapolis, Minn.*
- MnDOT Lab, *Maplewood, Minn.*
- Osborn 370, *St. Paul, Minn.*
- Avidor Minnetonka, *Minnetonka, Minn.*
- Proto Labs, *Brooklyn Park, Minn.*
- Junior Achievement, *St. Paul, Minn.*
- Newport Recovery Assessment, *Newport, Minn.*
- Lakewood Cemetery, *Minneapolis, Minn.*
- Animal Emergency & Referral Center, *Oakdale, Minn.*
- Caraway West End, *St. Louis Park, Minn*
- Corsa Apartments, *St. Louis Park, Minn*
- People Serving People, *Minneapolis, Minn.*
- MNDot Training Center, *Arden Hills, Minn.*

GREYSTAR™

Lupe
Development
Partners

LANDMARK
PROPERTIES



Trammell Crow Company

RYAN

subtext



MATHIEU LINDQUIST, PE

Director of Commissioning

PROJECT ROLE: Commissioning

Mat is a commissioning expert with 18 years' experience working throughout the U.S. and abroad. In addition to commissioning new construction and remodel projects, he has extensive experience with BAS design and replacement, energy conservation projects, and ESG program development.

Mat enjoys being a part of multidisciplinary project teams delivering complex and highly coordinated projects. He attributes this desire to collaborate from his uncle's stories of headstrong engineers who discounted trades responsible for building paper converting machines. As a commissioning agent, Mat has leaned into these skills helping guide and track issues to resolution for his clients.

Mat is a subject matter expert on building automation systems and energy conservation having graduated with a B.S. in Computer Engineering as well as being a licensed professional mechanical engineer. For more than a decade, he leveraged his unique technical skills to serve as the primary engineering consultant for a large private equity firm implementing a utility cost reduction program saving millions of dollars annually. Mat enjoys using his technical skills to ensure that the built environment meets the needs of the owners, operators, and occupants.

Away from work, Mat enjoys spending time with his wife and two young daughters riding bikes, camping, and playing hockey. He is also involved in his church keeping everyone in frame and on queue.

SAMPLE EXPERIENCE:

- Lakewood Cemetery and Welcome Center, *Minneapolis, MN*
- Mississippi Gateway Regional Park, *Brooklyn Park, MN*
- Logistics Warehouse, Confidential Client, *Multiple Locations Across the U.S.*
- Apple Valley Central Maintenance Facility, *Apple Valley, MN*
- Mystic Lake Casino Hotel – DDC Building, Bingo Hall, Hotel HR Services – *Prior Lake, MN*
- Alexandria Light and Power, *Alexandria, MN*
- Minneapolis American Indian Center, *Minneapolis, MN*
- Juxtaposition Arts Campus, *Minneapolis, MN*

EDUCATION:

- Bachelor of Science in Mechanical Engineering, *University of Minnesota*

ASSOCIATIONS & PROFESSIONAL MEMBERSHIPS:

- American Society of Heating, Refrigeration, and Air Conditioning Engineers (ASHRAE)

REGISTRATIONS:

- Professional Engineer in MN (#49481)

CONTACT:

- mlindquist@epinc.com // 952.960.8888



JOHN SAMUELSON, PE

Senior Commissioning Engineer

PROJECT ROLE: Commissioning Engineer

John Samuelson is a mechanical engineer with 30 years of experience. He has a variety of mechanical & plumbing design and commissioning experience.

As a licensed professional engineer, he has design experience with retail, commercial office, government, and industrial buildings. John also has experience in commissioning of numerous retail projects and government buildings.

Outside of work, John enjoys time at the cabin with his family, including his wife, two daughters, and one son-in-law. They spend their weekends on the lake or sightseeing on the golf cart. John is happiest when he is working on a home improvement project or playing with the family's new puppy "Moose."

SAMPLE EXPERIENCE:

- Numerous Target Retail locations, *Throughout the U.S.*
- St. Louis County Government Services Center, *Virginia, MN*
- Hubert H. Humphrey Job Corps Center, *St. Paul, MN*
- Sur La Table, *Columbus, OH; Jackson MS; Ft Lauderdale FL; Wichita, KS*
- Wilder Recreation Center Remodel, *St. Paul, MN*
- Brooklyn Park Youth and Teen Rec Center, *Brooklyn Park, Minn.*
- Alexandria Light and Power, *Alexandria, MN*
- Apple Valley Central Maintenance Facility, *Apple Valley, MN*
- MnDOT Virginia Truck Station, *Virginia, MN (In Design)*
- Belle Plaine Library, *Belle Plaine, MN*
- Logistics Warehouse, Confidential Client, *Multiple Locations Across the U.S.*

EDUCATION:

- Bachelor of Science in Mechanical Engineering, *North Dakota State University*
- Bachelor of Arts, Economics and History, *Concordia College – Moorhead, Minn.*

REGISTRATIONS:

- Professional Engineer in MN (#25441)

CONTACT:

- jsamuelson@epinc.com // 952.777.3749

SCOPE of SERVICES & FEE

PROJECT DESCRIPTION:

This project is an ice rink expansion at an existing activity center in Rogers, MN.

COMMISSIONING SCOPE OF WORK:

We propose to provide the scope of service listed and described below for the project:

DESIGN PHASE

- Develop draft *Commissioning Plan*
- Perform commissioning-focused design review of commissioned systems, *Drawings and Sequence of Operations*
- Review the OPR and/ or Basis of Design/Design Narrative
- Begin planning for *pre-functional checks, functional tests, Systems Manual, and training* requirements

CONSTRUCTION PHASE

- Construction Phase kick-off meeting with CM, and Prime Contractors on site or via Teams.
- Review commissioned equipment submittals, Shop and Coordination Drawings
- Perform site visit to perform walk downs of commissioned systems at approximately the 75% of construction completion to review against design.
- Verify the execution of installation verification pre-functional checklists by the installing contractors and review of contractor provided startup reports of commissioned equipment.
- Review and Spot check as required the TAB reports for completeness against design documentation.
- Spot check facility equipment startup with installing contractor or manufactures representative.
- Develop and submit Commissioning Issues Log
- Functionally test the commissioned systems listed. Statistically test like-pieces of non-life safety equipment.
- Review *O&M Manuals* as received from contractors
- Develop *Commissioning Report*
- Compile Commissioning deliverables into a final report

OCCUPANCY & OPERATIONS PHASE

- Verify and review training of owner's staff by vendors and contractors.
- Work with construction team to resolve outstanding commissioning issues.
- *As add alternate:* Perform seasonal /deferred testing as required.
- Perform near warranty-end review (10-month review can be remotely if BAS is available).

SUMMARY OF MEETINGS/ SITE VISITS:

- Commissioning (Cx) kickoff meeting with Construction team, Mechanical, Electrical and Controls contractors to review the commissioning plan, pre-functional and functional checklist, Cx responsibilities and commissioning schedule.
- Site visit by CxA during construction.
- One (1) functional testing trip and one (1) functional retesting trip to perform functional testing of commissioned systems.
- Turnover meeting with owner at end of project to provide Cx project deliverables electronically using CxAlloy.

DELIVERABLES (or as set by project specifications)

- The Final Commissioning Report including the following items
 - Final Commissioning Report
 - Executed Pre-Functional Testing documents
 - Executed Functional Testing documents
 - Commissioned Equipment list
 - Outstanding Cx issues log
 - Cx kickoff meeting minutes

SYSTEMS TO BE COMMISSIONED: (Typical in scope items listed, exact type and count to be determined.)

- HVAC:
 - (4) Roof Top Units
 - (1) Dehumidifier Unit
 - (2) Make-Up Air Units
 - Exhaust Fans*
 - Unit Heaters
 - Radiant Heaters
- Electrical:
 - Lighting Controls
- Plumbing
 - Domestic Water Heaters*

****Statistically tested at ~25% of total with a minimum of 5 per system type.***

All Commissioning work shall follow set project specifications. Emanuelson-Podas **Is Not** completing the pre-Functional checklists. All Pre-Functional Testing shall be *executed* by the installing contractors and controls contractor under supervision of the CxP. The CxP will create and help facilitate the required documentation, but the contractor is responsible for performing the initial verification of installation, startup and initial testing of the equipment as called out in the project specifications.

Onsite Commissioning work would be performed during site visits. Additional trips due to additional inspection requirements or construction related delays will be billed at hourly rates.

ADDITIONAL SERVICES (see rate schedule):

- Site visits above quantity listed will be billed on an hourly basis.
- Delays in project schedule due to lack of owner information or owner design revisions.
- Performing full Pre-Functional and/or Functional Testing of Commissioned systems without contractor support.

Senior Partner	\$260	Commissioning Agent	\$150
Partner / Director	\$220	Commissioning Specialist	\$120
Senior Commissioning Engineer	\$215	Administrative	\$125
Lead Commissioning Agent	\$170		

EXCLUSIONS:

- Equipment shall have the start-up contracted through the Construction Manager or General Contractor, commissioning functional testing will be completed after a startup report and tab reports are available and have been approved by the engineer of record.
- It is typical that during functional testing some small percentage of equipment fails to pass on the first try and we are prepared to accommodate a small amount of retesting with the functional retesting trip. Additional retesting beyond that will be excluded.
- Commissioning of Refrigeration Equipment.
- Commissioning of emergency Power Systems.
- Additionally, this proposal excludes envelop commissioning or blower door testing.

Proposed Fee (Lump Sum):

MEP Commissioning: **\$32,000, not including reimbursable expenses.**

Reimbursable expenses are anticipated to be **\$1,000** and will be billed on a 1.0 x direct cost basis and could include travel expenses, plotting, deliveries, and mileage from our office in Edina.

ADD ALTERNATE FEE:

If seasonal retesting is required, we are including an add alternate to perform the required testing and the associated trip expenses. This includes one (1) seasonal functional testing trip to perform functional testing of commissioned systems in the opposite season from which the building was originally commissioned.

Seasonal Retesting Fee **\$2,500, not including** reimbursable expenses.

BILLING AND PAYMENTS:

We will invoice monthly for our services. Payments are due and payable 30 days from the date of our invoice or 15 days after architect has received payment. Billing transaction surcharges will be billed as a reimbursable expense.

Billing transactions with surcharges are defined as processing fees charged to Emanuelson-Podas to submit invoices and receive payment for services rendered.

ACCEPTANCE:

This proposal is valid for 60 days. If acceptable to you, please sign and return one copy of this document to our office. We will proceed with our work upon receipt of your signed proposal and architectural backgrounds. Thank you for the opportunity to provide this proposal.

Accepted for Emanuelson-Podas:

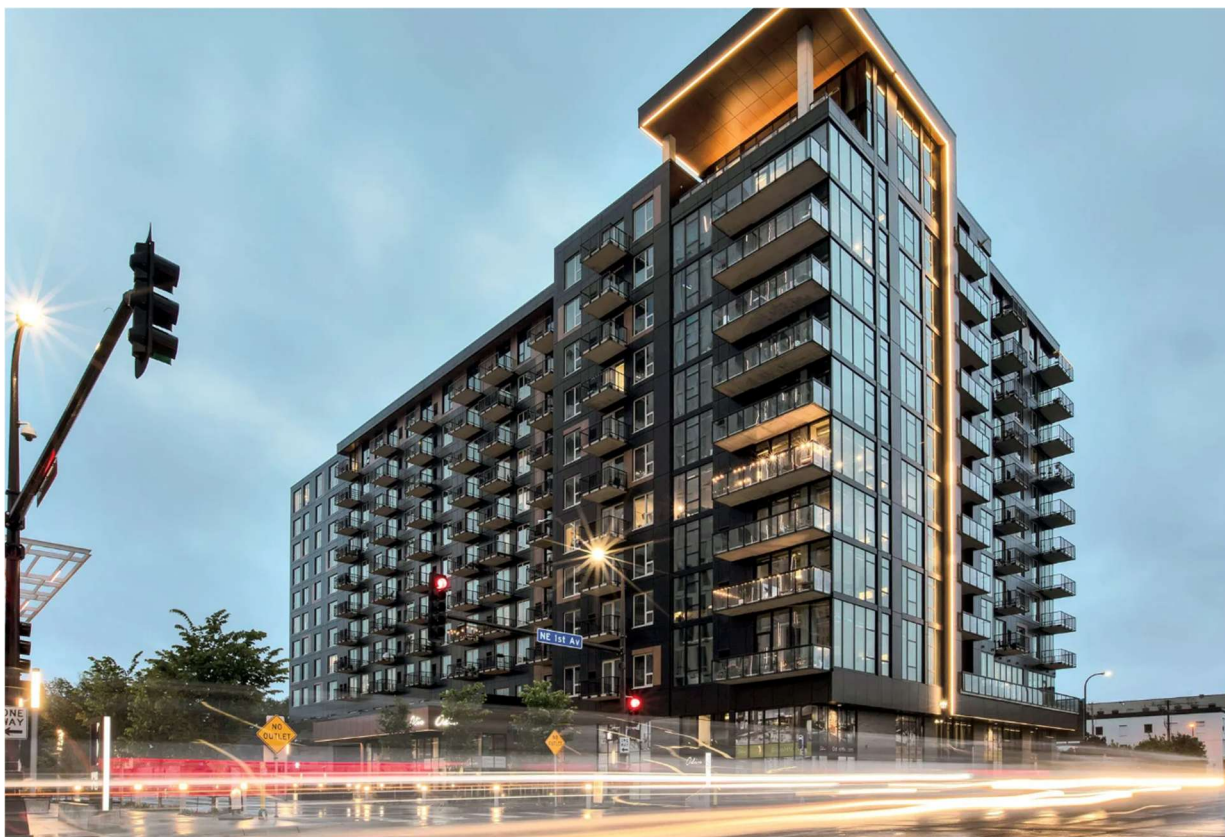


Eric Rose, Partner
Director of Strategic Development

06/02/2026

Accepted for City of Rogers:

_____ date



LET'S GET TO WORK: For more than 65 years we've worked side-by-side with exceptional architectural firms, contractors, developers, and business owners. In each case we've worked to deeply connect with each and every individual involved in a project. The result is a track record of delivering creative, efficient, and sustainable building system solutions that leave all involved delighted.

This is about Emanuelson-Podas and City of Rogers connecting to do great things.

Ready? **Let's get started.**



May 28, 2026

Mr. Mike Bauer
Parks and Recreation Director
City of Rogers
22350 South Diamond Lake Road
Rogers, Minnesota 55374

RE: Rogers Activity Center Expansion
Rogers, Minnesota
Proposal for MEP Commissioning Services

Dear Mr. Bauer:

Questions & Solutions Engineering, Inc. (QSE) is pleased to present this proposal to serve as the third party Commissioning Professional for the mechanical, electrical and plumbing (MEP) systems to be installed in the Rogers Activity Center Expansion in Rogers, Minnesota.

QSE is eminently qualified to perform these services, as we are a commissioning-only engineering firm focused on working with facility owners to achieve high performance from their new and existing building systems. **QSE's technical personnel have a combined 360 years of commissioning experience, averaging more than 18 years each.**

Most relevant for your project, though, is the fact that **in the past 2 years we have commissioned or are currently commissioning 6 indoor ice rinks** in the Upper Midwest. Dating back further, some of our premier ice facilities included the Amsoil Arena in Duluth, the Denny Sanford PREMIER Center in Sioux Falls, and the Rough Rider Center in Watford City, North Dakota. For more information regarding QSE, please see the attached three qualification sheets.



Questions & Solutions®
Engineering
1079 Falls Curve
Chaska, MN 55318

612.308.4716
LetsTalk@QSEng.com
www.QSEng.com

Project Background and Objectives

The City of Rogers is adding a single ice sheet addition to the existing Rogers Activity Center, along with support spaces such as locker rooms, offices, restrooms, and mechanical rooms. This proposal is for QSE to join the project team to lead and facilitate **MEP commissioning in compliance with the 2024 Minnesota Energy Code.**

In this role, we will serve as the City of Rogers' technical advocate to verify that the commissioned systems are installed as designed and perform as required and that the City's staff are prepared to operate and maintain the systems when the project is complete.

Scope Description

QSE's proposed MEP commissioning scope of work is detailed in the **Commissioning Activities Table** attached to this letter. The three left-hand columns of the table describe the commissioning activity and the reason for inclusion in the scope. The reasons include the following:

- 2024 Minnesota Energy Code Requirement
- QSE-recommended Best Practice for successfully executing the above requirements

The next column identifies when the activity will occur.

D: Design Phase

C: Construction Phase

W: Warranty Phase

We understand the official Design Phase is complete, but the Code requires the Commissioning Professional to review and comment on the commissioned systems design documents. At this late stage, our comments will be limited to those related to critical issues, if any, that might impact the systems' ability to meet the City's performance requirements and/or result in change orders during construction.

We have also detailed the number of meetings QSE will attend, the trips to the project site QSE will make, and the budgeted labor hours for each activity.

The **Systems to be Commissioned Table** following the Commissioning Activities Table details the systems included in this scope of work and QSE's proposed sampling strategy for functional performance testing. This list is based on the latest construction drawings incorporating Addendum 1, Addendum 2, Addendum 3, ASI 1, and PR 1.

Project Team

Rebecca Ellis, PE will be Principal-in-Charge and Shannon Ellis, PE will serve as Project Manager and Lead Mechanical Engineer. John Hebert, PE will serve as QSE's Lead Electrical Engineer. Shannon and John are veterans of multiple similar projects, including:

- Maple Grove Community Center Ice Rink Expansion
- Bloomington Ice Garden Modernization
- Northfield Ice Arena
- Watertown South Dakota Ice Complex
- Augustana University Hockey Arena

This team will be supported by other QSE technical staff as appropriate to accommodate the project team and schedule.

Schedule

QSE understands construction on the Rogers Activity Center Expansion will begin in June 2026 and extend through September 2027. We are prepared to begin work immediately upon notice-to-proceed, starting with developing the Commissioning Plan and performing our Design Review.

Including the Warranty Phase activities (seasonal testing in winter 2027-2028), this proposal assumes our scope of services will be complete no later than March 31, 2028. Project delays beyond QSE's control may result in the need to amend the scope and/or fee.

Scope Description

1. This proposal is for QSE to provide commissioning of the MEP systems only. It does not include building envelope commissioning, also required by the 2024 Minnesota Energy Code.
2. We have included one retesting visit following initial functional performance testing, assuming there will be some deficiencies found that need to be corrected and retested. If additional retesting is required for reasons outside of QSE's control, we can provide those services on a time and material basis.

Fee Proposal

QSE proposes to provide the above scope of services for a lump sum fee of **\$38,600**, including time and reimbursable expenses.

QSE will invoice monthly, based on the percentage of total scope completed the previous month. Payment is due 30 days after e-mail receipt of an invoice by the City of Rogers. Past-due invoices shall accrue interest at a rate of 1% per month.

QSE's Billing Policy is incorporated into this proposal. If you accept this proposal by signing below, this Proposal letter and QSE's Billing Policy (which together are called the "Proposal" or "Agreement") contain the complete, final and exclusive agreement between QSE and the City of Rogers relating to the Project described above. This Proposal supersedes any and all other prior or contemporaneous agreements or understandings. No amendment to this Proposal will be effective unless it is in writing and signed by both QSE and you as our client.

Assignment and Execution

The City of Rogers cannot assign any of its obligations to QSE under this Proposal to any third party without the prior written consent of QSE. QSE may withhold or deny consent in its sole discretion.

This Proposal may be signed in one or more counterparts. Each counterpart is an original and together are one and the same document. Facsimile or electronic transmissions, images or signatures shall be effective as an original.

If you find this proposal acceptable, please print and sign it in the space provided below and return (via fax, mail or scanned email attachment) one signed original to QSE.

Thank you very much for the opportunity to contribute to the successful completion of the Rogers Activity Center Expansion Project. If you have any questions, please do not hesitate to call or email me (612-309-0503, Rebecca.Ellis@QSEng.com) anytime.

Respectfully submitted,

QUESTIONS & SOLUTIONS ENGINEERING, INC.



Rebecca T. Ellis, PE
LEED AP, CCP, BCxP, CxA
President

CITY OF ROGERS ("Client")

Name (Signature)

Title

Name (Printed)

Date

Attachments:

- Commissioning Activities Table
- Systems to be Commissioned Table
- QSE Commissioning Qualifications
- QSE Sports Facility Qualifications
- QSE Government Qualifications
- Questions & Solutions Engineering, Inc.'s Billing Policy

File: QSERogersActCtrExpCxProp260528

Commissioning Activities						
Activity	Notes	Source Reference	Phase	Mtgs	Site Visits	Labor Hours
Develop commissioning plan	Including detailed test plans.	2024 Minnesota Energy Code	D			5
CD design review	Includes backcheck of responses from design engineers.	2024 Minnesota Energy Code	D			7
Develop commissioning specification	Preparation of commissioning specification for inclusion in architect's specifications. Also includes coordination of reference language from division-specific specifications to the Div 01 Cx spec.	2024 Minnesota Energy Code	D			5
Construction phase Cx kickoff meeting	Including planning, facilitation (via virtual platform) and documentation.	2024 Minnesota Energy Code	C	1		4
Construction phase commissioning coordination meetings	QSE will plan, facilitate, and document meetings to coordinate outstanding and upcoming commissioning-related work (via virtual platform unless on-site for other activities).	Best Practice	C	2		6
Construction phase meeting participation	Attend select construction team meetings (via virtual platform) to address commissioning-related topics and stay up-to-date on project developments and schedule.	Best Practice	C	12		12
Construction schedule integration	QSE will develop a list of Cx milestones for contractor inclusion in master schedule. Includes 1 round of schedule review for compliance.	Best Practice	C			3
Submittal review	1 review cycle, to be completed in parallel with design engineers' review. Includes backcheck of responses.	Best Practice	C			22
Controls integration meeting	QSE will plan, facilitate, and document one controls integration meeting (via virtual platform) with the relevant parties to reconcile any outstanding controls-related Cx comments and resolve any gaps/duplications particularly between custom and packaged controls systems.	Best Practice	C	1		5
Site observation	QSE will visit the site prior to functional performance testing to review installation for accessibility/maintainability and compliance with installation details. Document and track concerns on the commissioning action list.	2024 Minnesota Energy Code	C		2	11
Construction phase documentation review	RFIs, ASIs, change orders, meeting minutes, etc. 4 hr allowance.	Best Practice	C			4

--- continued ---

Commissioning Activities						
Activity	Notes	Source Reference	Phase	Mtgs	Site Visits	Labor Hours
Construction checklist development	QSE will create construction checklists to be completed by the contractor to document the readiness for testing of each system to be commissioned.	2024 Minnesota Energy Code	C			3
Functional performance test procedure development	Customized test procedures developed by QSE for documentation of test results by QSE.	2024 Minnesota Energy Code	C			8
Construction checklist tracking	QSE will collect checklists completed by the contractor and confirm checklist completion.	2024 Minnesota Energy Code	C			2
Test & balance report review	1 review cycle, to be completed in parallel with design engineers' review. Includes backcheck of responses.	Best Practice	C			4
Functional performance testing	See Systems to be Commissioned Table for detailed sampling strategy. Function and performance to be demonstrated by contractor, facilitated and documented by QSE (including planning and documentation). Assume no phased completion.	2024 Minnesota Energy Code	C		4	43
Deficiency documentation & tracking	QSE will document and track deficiencies on an action list, to be hosted via online spreadsheet.	2024 Minnesota Energy Code	C			5
Functional performance retesting	Retesting allowance of 1 site visit with up to 6 hours field retesting plus planning and documentation.	Best Practice	C		1	11
Develop systems manual		2024 Minnesota Energy Code	C			6
Preliminary commissioning report	Compile a PDF commissioning report, culminating commissioning results and documentation from the project.	2025 Minnesota Energy Code	C			5
Construction phase commissioning process management, communication, and coordination		Best Practice	C			31
Deferred & seasonal testing	QSE will return to the site once during the warranty phase to functionally test any commissioned systems that are not ready to be tested at the time of substantial completion and to verify opposite season performance (design cooling or heating). Up to 6 hours total site time plus planning and documentation.	2024 Minnesota Energy Code	W		1	11
Final commissioning report	Update the commissioning report to reflect warranty period activities.	2024 Minnesota Energy Code	W			2
Warranty phase commissioning process management, communication, and coordination		Best Practice	W			3
			Totals	16	8	218

Systems to be Commissioned	Notes	Assumed Total Qty	Test Sample Rate	Test Sample
DIV 22 - PLUMBING		#REF!	0	#REF!
Instantaneous Water Heaters	WH-1,2 Gas-Fired	2	100%	2
Water Heaters	WH-3 Gas-Fired	1	100%	1
Domestic Hot Water Recirculation Pumps	CDP-1, 2	2	100%	2
Domestic hot water system fixture response	Random sample of 2 fixtures	TBD	TBD	2
DIV 23 - HVAC				
Dehumidification Unit	DHU-1 Gas-Fired Desiccant	1	100%	1
Makeup Air Units	MAU-1,2 Gas-Fired DX with ERV	2	100%	2
Rooftop Units	RTU-1,2,3,4 Gas-Fired/DX	4	100%	4
Exhaust Fans	EF-1,2,3,4	4	100%	4
Electric Unit Heaters	EUH-1,2,3,4,5,6,7	7	100%	2
Gas-Fired Unit Heaters	GUH-1 Gas-Fired	1	100%	1
Radiant Heaters	IR-1, 2, 3 Gas-Fired	3	100%	3
Duct Furnace	DF-1 Gas-Fired	1	100%	1
Building automation system	Extend existing Honeywell Niagara AX system	1	100%	1
DIV 26 - ELECTRICAL				
Lighting Controls		TBD	TBD	3 hr field testing allowance

Questions & Solutions Engineering Commissioning

Company Profile

Questions & Solutions Engineering (QSE)

works with facility owners and operators worldwide to achieve high performance from their new and existing building mechanical, electrical, and life safety systems. We are not traditional design engineers; rather we are experts in how buildings actually operate.

Commissioning Services

Systematically verifying that building systems have been designed, installed, properly set-up and programmed, and tested to meet the **Owner's performance requirements**.

In order to set the stage for continued proper operation after occupancy, commissioning also includes the development of **systems-level documentation** and operations & maintenance staff **training planning and oversight**.

QSE is a **Certified Commissioning Firm** through the Building Commissioning Association.

Other Services

- Retro-Commissioning
- On-Going Commissioning
- LEED Commissioning & Facilitation
- Cx Planning & Program Development
- Facility Energy Analysis & Assessment
- Owner's Project Technical Representation
- Design Development

"QSE professionals are personable, proactive and involved. That's exactly what we needed."

QSE Client

Example Clients

Commercial

- Blackstone
- Boston Scientific
- Capital One
- Hormel

Healthcare

- Allina Health System
- Inova Health System
- Mayo Clinic
- Owensboro Health
- Sanford Health
- University of Chicago Medical Center

Government

- Oak Ridge National Laboratory
- U.S. Department of State
- U.S. Naval Facilities Engineering Command
- U.S. Postal Service
- South Dakota Office of the State Engineer

Education

- American University
- University of Kansas
- University of Minnesota
- University of Iowa
- Stephen A. Schwartzman College (Beijing, China)

Museums, Sports and Entertainment

- Getty Villa Museum
- The John F. Kennedy Center for the Performing Arts
- MGM Resorts International
- Minnesota Twins Baseball Club



WHO WE ARE	19 DEDICATED COMMISSIONING PROFESSIONALS	360+ YEARS OF COMBINED COMMISSIONING EXPERIENCE	18 YEARS AVERAGE COMMISSIONING EXPERIENCE PER PROFESSIONAL
COMMISSIONING	1300+ CONSTRUCTION / MAJOR RENOVATION PROJECTS	\$18B+ IN TOTAL CONSTRUCTION COSTS	92,000+ CX ISSUES IDENTIFIED AND TRACKED TO COMPLETION
RETRO-COMMISSIONING & ENERGY ANALYSIS	260+ BUILDINGS STUDIED	90M+ TOTAL SQUARE FEET	\$12M+ ANNUAL ENERGY SAVINGS



1079 Falls Curve, Chaska, MN 55318
612.308.4716
LetsTalk@QSEng.biz
www.QSEng.com



Questions & Solutions Engineering Sports

Company Profile

Questions & Solutions Engineering (QSE) works with facility owners and operators worldwide to achieve high performance from their new and existing building mechanical, electrical, and life safety systems. We are not traditional design engineers; rather we are experts in how buildings actually operate.

Example Clients

- Allianz Field (Saint Paul, MN)
- Amsoil Arena (Duluth, MN)
- CHS Field (Saint Paul, MN)
- DakotaDome (Vermillion, SD)
- Denny Sanford PREMIER Center (Sioux Falls, SD)
- Dykhouse Stadium (Brookings, SD)
- Petersen Events Center (Pittsburgh, PA)
- Rough Rider Center (Watford City, ND)
- Stanley J. Marshall Center (Brookings, SD)
- Target Center (Minneapolis, MN)
- Target Field (Minneapolis, MN)
- U.S. Bank Stadium (Minneapolis, MN)

Other Markets

- Commercial
- Healthcare
- Government
- Entertainment
- Education
- Multifamily Residential
- Museums
- Industrial

QSE is a certified **Women Business Enterprise (WBE)** under several different certification programs including the Women's Business Enterprise National Council.

"QSE provides exemplary service in challenging environments where buildings & business culture demand rare professional skills."

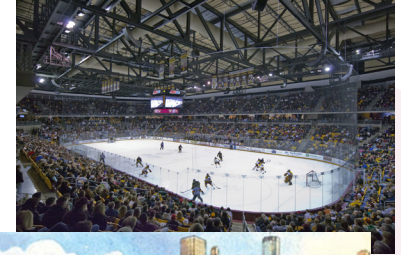
QSE Client

Services

Commissioning

Systematically verifying that building systems have been designed, installed, properly set-up and programmed, and tested to meet the **Owner's performance requirements**.

In order to set the stage for continued proper operation after occupancy, commissioning also includes the development of **system-level documentation** and operations & maintenance staff **training planning and oversight**.



Retro-Commissioning & Energy Analysis

Evaluating building systems performance and adjusting & optimizing those systems to meet the Owner's performance criteria. **Retro-commissioned systems perform more effectively and efficiently.**

Other Services

- On-Going Commissioning
- LEED Commissioning & Facilitation
- Cx Planning & Program Development
- Facility Energy Analysis & Assessment
- Owner's Project Technical Representation
- Design Development

WHO WE ARE	19 DEDICATED COMMISSIONING PROFESSIONALS	360+ YEARS OF COMBINED COMMISSIONING EXPERIENCE	18 YEARS AVERAGE COMMISSIONING EXPERIENCE PER PROFESSIONAL
COMMISSIONING	1300+ CONSTRUCTION / MAJOR RENOVATION PROJECTS	\$18B+ IN TOTAL CONSTRUCTION COSTS	92,000+ CX ISSUES IDENTIFIED AND TRACKED TO COMPLETION
SPORTS EXPERIENCE	6.4M+ TOTAL SQUARE FEET	233,000+ SEATS	\$2.7B+ IN TOTAL CONSTRUCTION COSTS



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Questions & Solutions Engineering Government

Company Profile

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Example Clients

Federal Government Departments, Installations & Programs

- Ellsworth Air Force Base
- Fermi Research Alliance
- Fort Greely Army Base
- Fort Worth Joint Reserve Base
- Frederick National Laboratory for Cancer Research
- Grand Forks Air Force Base
- Minneapolis-Saint Paul Air Reserve Station
- Oak Ridge National Laboratory
- U.S. Department of State
- U.S. Naval Facilities Engineering Command
- U.S. Postal Service

State & Local Government

- South Dakota Office of the State Engineer
- State of Minnesota
- Douglas County, WI
- Hennepin County, MN
- Sherburne County, MN
- City of Minneapolis
- City of Rochester
- City of Saint Paul
- City of Sioux Falls

"We are grateful for QSE's support and always feel QSE is always looking out for our best interests."

QSE Client

Services

Commissioning

Systematically verifying that building systems have been designed, installed, properly set-up and programmed, and tested to meet the **Owner's performance requirements**.

In order to set the stage for continued proper operation after occupancy, commissioning also includes the development of **system-level documentation** and operations & maintenance staff **training planning and oversight**.



Other Markets

- Healthcare
- Commercial
- Education
- Museums
- Sports
- Entertainment
- Industrial

Retro-Commissioning & Energy Analysis

Evaluating building systems performance and adjusting & optimizing those systems to meet the Owner's performance criteria.

Retro-commissioned systems perform more effectively and efficiently.

Other Services

- On-Going Commissioning
- LEED Commissioning & Facilitation
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- Facility Energy Analysis & Assessment
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WHO WE ARE	19 DEDICATED COMMISSIONING PROFESSIONALS	360+ YEARS OF COMBINED COMMISSIONING EXPERIENCE	18 YEARS AVERAGE COMMISSIONING EXPERIENCE PER PROFESSIONAL
COMMISSIONING	1300+ CONSTRUCTION / MAJOR RENOVATION PROJECTS	\$18B+ IN TOTAL CONSTRUCTION COSTS	92,000+ CX ISSUES IDENTIFIED AND TRACKED TO COMPLETION
LEED EXPERIENCE	120+ LEED COMMISSIONING PROJECTS	MAJORITY CERTIFIED GOLD OR SILVER	65% LEED ACCREDITED PROFESSIONALS

Questions & Solutions Engineering, Inc.'s Billing Policy

This Billing Policy describes the standard terms and billing policies of Questions & Solutions Engineering, Inc. (QSE) that apply to QSE's services to you, the Client. The Proposal letter and this Billing Policy together are referred to as the "Agreement". If terms in the Proposal letter conflict with the terms contained in this policy, the Proposal letter terms control.

1. *Billing.* QSE generally bills fees and expenses monthly for actual time spent and expenses incurred during the previous month. Invoices are due and payable thirty (30) days after receipt, including receipt through electronic means, such as e-mail.
2. *Interest/Collection Costs.* Interest at a rate of 1% per month (or the maximum allowable rate, if lower) shall be charged on any unpaid past due invoice. Client shall reimburse or pay QSE for all collection costs, including, but not limited to attorneys' fees, that QSE incurs in attempting to collect unpaid past due invoices.
3. *Indemnification.* To the fullest extent permitted by law, Client agrees to defend, indemnify and hold harmless QSE and its consultants, employees and agents from and against any and all claims arising out of or caused by the negligence or intentional acts of Client, general contractor, subcontractors, material suppliers or any third party. Client has no obligation, however, to defend, indemnify or hold QSE harmless in the event that the claim was caused by the sole negligence or intentional acts of QSE.
4. *Limitation of Liability.* In recognition of the relative risks and benefits of the project to Client and QSE, the risks have been allocated such that Client agrees, to the fullest extent permitted by law, to limit the liability of QSE, and QSE's consultants, to Client and to the general contractor and its subcontractors, and suppliers, or any other third party, on the Project for any and all liability, claims, demands, damages, expenses (including attorneys' fees, expert and administrative costs) from any cause or causes, so that the total aggregate liability of QSE and its consultants to all of those named shall not exceed QSE's total fee for services rendered on this project. This limitation of liability includes without limitation allegations or proof of negligence, indemnity, breach of contract, strict liability, warranty or any other claim or cause of action.
5. *Termination.* Client is free to terminate QSE's services and QSE may terminate its services without cause at any time upon written notice. Without limiting QSE's termination rights, QSE may terminate its services if Client does not cooperate or pay QSE's fees and/or expenses in a timely manner, or if QSE determines in its sole discretion that continuing to provide services would be unethical or impractical. If Client terminates QSE's services or if QSE terminates its services, all fees and expenses incurred by QSE up to that time are immediately due and payable. QSE may also charge Client a reasonable fee for the cost of copying, retrieving and/or transferring Client's files, papers, and property.
6. *Governing Law/Jurisdiction/Waiver of Jury Trial.* The Agreement is governed by and construed in accordance with the laws of the State of Minnesota without giving effect to principles that would make the laws of any other jurisdiction apply. A state or federal court of competent jurisdiction located in Hennepin County, Minnesota, shall have exclusive jurisdiction over any and all disputes arising out of or relating to the Agreement. Client expressly agrees and consents to the personal jurisdiction of the state and federal courts located in Hennepin County, Minnesota. Client permanently waives any claim that it is not personally subject to the jurisdiction of any such courts, or that venue in any such courts is improper or inconvenient.

CLIENT EXPRESSLY, KNOWINGLY AND VOLUNTARILY WAIVES ANY RIGHT IT MAY HAVE TO (AND AGREES NOT TO REQUEST) A JURY TRIAL FOR THE ADJUDICATION OF ANY DISPUTE HEREUNDER OR IN CONNECTION WITH OR ARISING OUT OF THE AGREEMENT.



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 14, 2026

Agenda Item: 5.6

Subject: Approval of Scoreboard Purchase for Tria Rink Rogers

Prepared By: Mike Bauer, Parks & Recreation Director

Recommended Council Action

Move to approve the purchase of Daktronics scoreboard equipment for Rink Two at a cost of \$31,844, with shipment scheduled for Aug/Sept 2027, funded by the approved Rink Two FFE budget

Overview / Background / Analysis

Construction of Rink Two is just beginning, and staff have secured a complete quote for the necessary Daktronics scoreboard and timing equipment. Purchasing this equipment now allows the City to secure current pricing before an anticipated price increase at the end of July. The vendor has confirmed that the City may place the order now with a shipment date in August/September 2027, aligning with the installation timeline for the facility while ensuring price protection.

All equipment specified matches the Daktronics systems already used in the Rogers Activity Center.

- Two Daktronics H-2104-W LED Hockey Scoreboards, including AS-5010 console controllers

Price: \$11,140.00 each / \$22,280.00 total

- Three Daktronics TI2031 locker room clocks (Referee's Room, Coaches' Room, and Hallway)

Price: \$2,130.00

- One Daktronics Varsity Goal Lights set (Requirement for youth State and Regional Tournaments)

Price: \$4,020.00

- One Daktronics TI-2101 Four-Digit Timer with receiver (Hour Clock next to ice resurface room like Rink 1)

Price: \$3,220.00

- One backlit ID panel (3'H x 10'W)

Price: \$3,110.00

- Installation and training, includes mounting scoreboards and clocks, installing 500' signal wire, wireless control setup, testing

Price: \$2,650.00

- Estimated freight

Price: \$850.00

- Custom ID panel backlit, similar to Rink 1

Price \$4,724.00

Total \$31,844

Warranty: 5 years

All costs will be covered by the previously approved Rink Two FFE budget.



Staff Recommendation

Approval of a motion authorizing staff to purchase the scoreboard and timing equipment package for Tria Rink Rogers (Rink Two), securing current pricing and scheduling shipment for August/September 2027, with funding from the approved Rink Two FFE budget.

Financial Impact: \$31,844

Source Fund: 411-RAC Expansion

Budgeted? Yes

Supporting Documentation

A. Rogers activity center H2104 TI2101 LR clocks panel quote 6-26 scan



10250 Valley View Road, Suite 147
Eden Prairie, MN 55344

Phone: 952-941-9830
Web: www.aimle.com

Mike Bauer,

**Rogers Activity Center
Price Quotation
June 16, 2026**

Daktronics Hockey Scoreboards

<u>Description</u>	<u>Quant.</u>	<u>Price</u>	<u>Total</u>
1. Daktronics H-2104-W (LED) Hockey Scoreboard. Includes AS-5010 console Controller, TNMC and carry case. (Size 5'H x 10'W x 6"D)	2	\$11,140.00	\$11,140.00
2. Daktronics TI2031 Locker room clock	3	710.00	2,130.00
3. Daktronics Varsity Goal Lights set	1	4,020.00	4,020.00
4. Daktronics TI-2101 Four Digit Timer Includes receiver.	1	3,220.00	3,220.00
5. ID panel backlit 3'H x 10'W	1	3,110.00	3,110.00
Installation and training*			2,650.00
Estimated Freight			850.00
Total			\$27,120.00

* Includes mounting of new hockey scoreboards, mounting locker room clocks, 500' signal wire, installing wireless control, mount timer, mount panel, test out and training. Electrical for scoreboard, locker room clocks and panel must be installed by licensed electrician provided by customer, also and airlift must be provided for installation.

Options

Corner logo panels	\$300.00 per board
Custom ID panel backlit similar to rink 1	\$4,724.00 each



10250 Valley View Road, Suite 147
Eden Prairie, MN 55344

Phone: 952-941-9830
Web: www.aimle.com

Other Information

Warranty (5) five year manufacturer

Lead time (8-10) weeks

Payment 30% with order, balance due net (30) thirty days

Prices valid (20) twenty days

Prices do not include MN State and City Sales Taxes

Sales taxes will be added to invoice if ST-3 is not provided at time of order.

A handwritten signature in black ink, appearing to read "Brian Grandstrand", written over a horizontal line.

Brian Grandstrand
AIM Electronics, Inc.

A handwritten signature in black ink, appearing to read "Mike Bauer", written over a horizontal line.

Mike Bauer
Rogers Activity Center



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 14, 2026

Agenda Item: 5.7

Subject: Approval of Resolution 2026-65 Approving a Site Plan Request to Convert a Single-Family Residence to an Assembly Use at 13620 Brockton Lane N and Authorize execution of Site Improvement Performance Agreement

Prepared By: Alec Henderson, City Planner

Overview / Background / Analysis

MN Sikh, represented by Gurdeep Singh, has submitted a site plan application to convert the existing single-family residence at 13620 Brockton Lane to an assembly use. The 4.28-acre parcel is located in the R3 (Medium Density Residential) zoning district and is adjacent to Grass Lake, placing it within the Grass Lake Natural Environment shoreland overlay district under Sec. 125-100. The property is unplatted and is currently served by private well and septic.

The applicant proposes to remodel the interior of the existing home to accommodate a small weekly assembly (one service per week, approximately three hours on Sundays). Exterior improvements include construction of a 25-stall parking area and updated driveway connection to Brockton Lane, ADA parking and accessible ramp, and a biofiltration basin (P1) for stormwater management. The existing gravel surface area shown on the plan is proposed to remain as gravel in the interim, with paving deferred pending a Site Improvement Agreement. Municipal sanitary sewer and water services are not currently available on the east side of Brockton Lane; the applicant proposes to coordinate connection with the Hennepin County CSAH 13 reconstruction project anticipated for 2027.

The proposed site improvements total approximately 18,034 square feet, representing approximately 9.3% of the gross site area above the OHWL (195,645 SF). This figure exceeds the 10% minor site plan amendment threshold when measured on a net basis against the 2,962 SF of existing hardscape proposed for removal. Accordingly, the application is processed as a full site plan under Sec. 125-27, requiring Planning Commission review and City Council approval.

It is anticipated by the owner that should the assembly use grow, a new construction building will be brought forward with more permanent improvements to the site including parking and access. The owner is remodeling the existing home as an interim solution to space needed for their use.

ZONING AND LAND USE

The subject property is zoned R3 (Medium Density Residential). Religious assembly uses are permitted in the R3 district subject to site plan approval. The site is located within the Grass Lake shoreland overlay district; Grass Lake is classified as a Natural Environment lake under Minn. Rules 6120. Applicable shoreland standards include a 150-foot structure setback from the OHWL, a 50-foot shore impact zone, and a 25% impervious surface limit calculated above the OHWL.

Adjacent land uses and zoning are as follows:

- North: Medium Density Residential / Grass Lake Preserve (open space)
- South: R3 (Medium Density Residential) / single-family residential
- East: Grass Lake (protected water)
- West: Brockton Lane (CSAH 13) / single-family residential

SITE PLAN ANALYSIS

Access and Parking. The existing gravel driveway access off Brockton Lane is proposed to be paved and expanded to meet the 24-foot minimum width required under Sec. 125-86(e)(1). The site plan shows 25 total parking stalls, including 3 ADA-accessible stalls. ADA parking and the accessible route to the building entrance shall be paved prior to occupancy. The remaining parking area is proposed as gravel on an interim basis, with full paving required within one year of occupancy or upon City Council approval of an extension under the Site Improvement Agreement. Interim dust control (application of dust suppressant) shall be applied to the gravel surface a minimum of twice per year until paving is complete.

Stormwater Management. The applicant proposes a biofiltration basin (P1) to manage stormwater from the new impervious surfaces. The basin has a bottom elevation of 914.50, a runout elevation of 915.50, and a 100-year water elevation of 916.41. A sodded overflow and Class II riprap outlet are shown on Sheet C4. Engineering review of the drainage calculations and basin sizing is pending based on review comments from City engineer. No substantial changes are expected.

Shoreland. The subject property is located within the Grass Lake shoreland overlay district. The site plan must be revised to include the OHWL elevation, shore impact zone boundary, and required shoreland setbacks. Impervious surface above the OHWL is limited to 25% under Sec. 125-100. The plan currently shows proposed impervious at 8.2% of site area above the OHWL (16,494 SF proposed impervious / 195,645 SF site area). No substantial changes are expected for information being placed on plans (e.g. improvements are setback sufficiently from the OHWL).

Utilities. The property is served by a private well and an existing septic system for which Hennepin County Environmental Services has no record on file. A compliance inspection of the existing septic system is required as a condition of any change of use. The inspection must be completed prior to conversion of the property to assembly use.

and must confirm the system is adequately sized for the proposed use and anticipated occupancy. If the system is found to be non-compliant or undersized, the applicant must expand, replace, or connect to municipal sewer prior to commencing assembly use. Connection to municipal sanitary sewer and water is planned in conjunction with the Hennepin County CSAH 13 reconstruction project in 2027; this timeline is to be formalized in the Site Improvement Agreement.

Wetland Delineation. The parcel is unplatted and contains potential wetland areas. A wetland delineation has been submitted. A completed delineation is required prior to grading. If the delineation identifies wetland impacts, the applicant must obtain all required wetland replacement permits and any associated mitigation plan shall be reviewed and approved prior to issuance of a grading or building permit.

Fire Review. The Fire Marshal has reviewed the proposed and the applicant will be providing fire suppression for the assembly use consistent with code requirements.

SITE IMPROVEMENT AGREEMENT

Given the phased nature of the proposed improvements, the applicant is required to enter into a Site Improvement Agreement with the City as a condition of site plan approval. The agreement will address, at minimum, the following:

1. ADA parking stalls and accessible route to the building entrance shall be paved prior to occupancy.
2. Remaining parking area shall be paved within one year of the date of the certificate of occupancy. The City Council may grant an extension of this deadline upon written request. Interim dust control (application of dust suppressant) shall be applied to the gravel parking surface a minimum of twice per calendar year until paving is complete.
3. Connection to municipal sanitary sewer and water services shall be completed in conjunction with the Hennepin County CSAH 13 (Brockton Lane) reconstruction project, anticipated for 2027. The applicant shall provide the City with written confirmation of coordination with Hennepin County prior to issuance of a building permit.
4. Wetland delineation and, if applicable, all required wetland replacement permits and mitigation plans shall be submitted and approved prior to issuance of a grading permit.
5. Financial security shall be provided in an amount and form acceptable to the City Engineer to guarantee completion of required improvements or waiver of assessment.

Staff Recommendation

The Planning Commission recommended approval of the site plan at the July 6th meeting, subject to the following conditions:

1. Approval is subject to the plans dated May 28, 2026, as prepared by Plowe Engineering, Inc. (Project No. 26-2239), as may be revised to address all outstanding staff comments. Revisions shall be submitted and approved by the City prior to issuance of any building or grading permit.
2. The Applicant shall enter into a Site Improvement Agreement with the City, in a form approved by the City Attorney, prior to issuance of any building permit, and shall post financial security in an amount acceptable to the City Engineer to guarantee completion of required improvements.
3. ADA-accessible parking stalls and the accessible route from those stalls to the building entrance shall be paved prior to issuance of a certificate of occupancy.
4. The remaining parking area shall be paved with a durable and dustless surface within one (1) year of the date of the certificate of occupancy. The City Council may grant a written extension of this deadline upon written request. During any interim period, dust suppressant shall be applied to the gravel surface a minimum of twice per calendar year and as requested by the City of Rogers.
5. Connection to municipal sanitary sewer and water services shall be completed in conjunction with the Hennepin County CSAH 13 (Brockton Lane) reconstruction project and within the compliance timeframe established by Hennepin County Environmental Services, but no later than December 31, 2030. Written confirmation of coordination with Hennepin County shall be provided to the City prior to issuance of a building permit.
6. Prior to issuance of a building permit, the Applicant shall provide results of a septic compliance inspection completed by a licensed inspector and accepted by Hennepin County Environmental Services confirming the existing septic system is adequately sized for the proposed religious assembly use. If the system is found non-compliant or undersized, the Applicant shall remediate or replace the system to the satisfaction of Hennepin County Environmental Services or complete the municipal sanitary sewer connection required by para 5 above prior to commencement of the religious assembly use.
7. A completed wetland delineation shall be submitted prior to issuance of any grading permit. If wetland impacts are identified, all required wetland replacement permits and any mitigation measures shall be obtained and approved prior to initiation of grading or site work.
8. The site shall comply with all applicable shoreland standards under Sec. 125-100, including the 150-foot structure setback from the OHWL, shore impact zone standards, and the 25% impervious surface limit.
9. Elm Creek Watershed Management Commission permitting shall be obtained prior to construction if disturbance is one acre or greater.
10. All exterior light shall be downcast and/or cutoff lighting.
11. All plan revisions shall be completed to the satisfaction of the City Engineer, City Planner, and Fire Marshal prior to issuance of any permit.

Financial Impact: Not Applicable

Source Fund: Not Applciable

Budgeted? N/A

Supporting Documentation

- A. MN_Sikh_Resolution_2026-65
- B. MN_Sikh_Site_Improvement_Agreement_COUNCIL_DRAFT_7-9-26
- C. MN_Sikh_Preliminary Comments_6-16-26
- D. 13620 Brockton Lane - Civil Plans (6-26-26)

**CITY OF ROGERS
RESOLUTION NO. 2026-65**

**A RESOLUTION APPROVING A SITE PLAN FOR CONVERSION OF AN EXISTING
SINGLE-FAMILY RESIDENCE TO AN ASSEMBLY USE AT 13620 BROCKTON
LANE**

WHEREAS, GG Holdings LLC, a Minnesota Limited Liability Company, represented by Gurdeep Singh (“Applicant”), has submitted a request for Site Plan approval to convert the existing single-family residence at 13620 Brockton Lane, Rogers, Minnesota (“Subject Property”) to a religious assembly use, together with associated exterior site improvements, as legally described in Exhibit A; and,

WHEREAS, the Subject Property is approximately 4.28 acres in area, is guided Medium Density Residential per the Rogers 2040 Comprehensive Plan, and is zoned R3 (Mid-Density Residential); and,

WHEREAS, the Subject Property is located within the Grass Lake shoreland overlay district, as Grass Lake is classified as a Natural Environment lake; and,

WHEREAS, the Applicant proposes to remodel the interior of the existing residential structure for use as a location for small religious assemblies (one weekly service of approximately three hours), and to construct exterior improvements including a 25-stall parking area, paved driveway connection to Brockton Lane, ADA-accessible parking and ramp, and a biofiltration basin for stormwater management, as shown in Exhibit B; and,

WHEREAS, the Applicant proposes to connect to municipal sanitary sewer and water services in conjunction with the Hennepin County CSAH 13 (Brockton Lane) reconstruction project anticipated for 2027, and to operate on existing private well and septic in the interim, subject to a septic compliance inspection and Hennepin County Environmental Services approval; and,

WHEREAS, the proposed site improvements total approximately 18,034 square feet, which exceeds the 10% minor site plan amendment threshold, requiring full site plan review and approval under Sec. 125-27 of the Rogers Zoning Ordinance; and,

WHEREAS, the Planning Commission (“Commission”) considered the Site Plan request based on the current zoning regulations and the Comprehensive Plan designation at their regular meeting on June 6th, 2026; and,

WHEREAS, following the meeting the Commission recommended approval of the Site Plan based on the following findings:

- A. The Site Plan is consistent with the requirements of Sec. 125-27.

- B. Religious Assembly is a permitted use in the R3 zoning district, subject to site plan approval.
- C. The proposed improvements are consistent with the Medium Density Residential land use designation in the Rogers 2040 Comprehensive Plan.
- D. The proposed site improvements, as conditioned, are consistent with the applicable shoreland standards under Sec. 125-100.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, the Site Plan request from MN Sikh for property at 13620 Brockton Lane is hereby approved, subject to the following conditions:

1. Approval is subject to the plans dated May 28, 2026, as prepared by Plowe Engineering, Inc. (Project No. 26-2239), as may be revised to address all outstanding staff comments. Revisions shall be submitted and approved by the City prior to issuance of any building or grading permit.
2. The Applicant shall enter into a Site Improvement Agreement with the City, in a form approved by the City Attorney, prior to issuance of any building permit, and shall post financial security in an amount acceptable to the City Engineer to guarantee completion of required improvements.
3. ADA-accessible parking stalls and the accessible route from those stalls to the building entrance shall be paved prior to issuance of a certificate of occupancy.
4. The remaining parking area shall be paved with a durable and dustless surface within one (1) year of the date of the certificate of occupancy. The City Council may grant a written extension of this deadline upon written request. During any interim period, dust suppressant shall be applied to the gravel surface a minimum of twice per calendar year and as requested by the City of Rogers.
5. Connection to municipal sanitary sewer and water services shall be completed in conjunction with the Hennepin County CSAH 13 (Brockton Lane) reconstruction project and within the compliance timeframe established by Hennepin County Environmental Services, but no later than December 31, 2030. Written confirmation of coordination with Hennepin County shall be provided to the City prior to issuance of a building permit.
6. Prior to issuance of a building permit, the Applicant shall provide results of a septic compliance inspection completed by a licensed inspector and accepted by Hennepin County Environmental Services confirming the existing septic system is adequately sized for the proposed religious assembly use. If the system is found non-compliant or undersized, the Applicant shall remediate or replace the system to the satisfaction of Hennepin County Environmental Services or complete the municipal sanitary sewer connection required by para 5 above prior to commencement of the religious assembly use.
7. A completed wetland delineation shall be submitted prior to issuance of any grading permit. If wetland impacts are identified, all required wetland replacement permits and any mitigation measures shall be obtained and approved prior to initiation of grading or site work.
8. The site shall comply with all applicable shoreland standards under Sec. 125-100, including the 150-foot structure setback from the OHWL, shore impact zone standards, and the 25% impervious surface limit.

9. Elm Creek Watershed Management Commission permitting shall be obtained prior to construction if disturbance is one acre or greater.
10. All exterior light shall be downcast and/or cutoff lighting.
11. All plan revisions shall be completed to the satisfaction of the City Engineer, City Planner, and Fire Marshal prior to issuance of any permit.

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Moved by Councilmember _____, seconded by Councilmember

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor,
and attested by the Clerk dated 14th day of July, 2026.

Shannon Klick, Mayor

ATTEST:

Stacie Brown, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

That part of Government Lots 1 and 2, Section 13, Township 120, Range 23, Hennepin County, Minnesota, described as follows: Commencing at the Southwest corner of the East 1 /2 of the Southeast 1 /4 of said Section 13; thence North along the West line of said East 1/2 a distance of 1060.0 feet to the actual point of beginning; thence continuing North along said West line 348.5 feet; thence East parallel with the South line of said Government Lot 2 a distance of 625.0 feet; thence South parallel with said West Line 348.5 feet; thence West parallel with said South line 625.0 feet to the point of beginning, according to the United States Government Survey thereof, and situate in Hennepin County, Minnesota.

PID: 1312023440002

EXHIBIT B

SITE PLAN

Civil plans prepared by Plowe Engineering, Inc., dated May 28, 2026 (Project No. 26-2239), on file in the office of the Community Development Department at Rogers City Hall.

OMN Sikh (attn: Gurdeep Singh and Pinda Singh)
19315 Sorrel Ct, Corcoran, MN 55340
gurdeep18@gmail.com; spmgholding@yahoo.com

RE: Site Plan Application - 13620 Brockton Lane (MN Sikh) – Preliminary Review

June 16, 2026

Dear Gurdeep Singh,

On June 3, 2026, the City of Rogers received a preliminary civil engineering submittal from Plowe Engineering, Inc. on behalf of MN Sikh for proposed site improvements at 13620 Brockton Lane. Your request has been reviewed by Fire, Public Works, and Planning staff. This memo should be considered a preliminary review memo. Revised plans are required prior to additional review by engineering. Additional plans will need approval prior to construction.

Staff has reviewed the proposed scope of work and has determined that this project requires full Site Plan approval under Sec. 125-27 of the Rogers Zoning Ordinance. The proposed site improvements exceed 10% of the total existing site area, which requires Planning Commission review and City Council approval rather than administrative review.

The City can schedule Planning Commission review for July 6, 2026 and City Council consideration for July 14, 2026. However, the plans will require revisions and approval prior to construction and any approvals from the City Council will be conditioned on plans meeting the requirements of code and engineering.

Given the phased nature of the proposed improvements, the City will require a Site Improvement Agreement as a condition of site plan approval. At minimum, the agreement will address: (1) a timeline and trigger event for connection to municipal sanitary sewer and water services, including coordination with the Hennepin County Brockton Lane reconstruction project anticipated for 2027; (2) a timeline and performance standard for paving of the gravel parking area, including interim dust control measures required prior to paving; and (3) financial security or waiver of assessment in an amount acceptable to the City Engineer to guarantee completion of required improvements.

1. **Missing Items**

a. **Wetland Delineation needed.**

- i. A wetland delineation must be provided to confirm no wetland impacts result from the proposed improvements or demo work. This has been a consistent outstanding item. Please coordinate with Engineering.

b. **Septic System Compliance**

- i. Hennepin County Environmental Services has no record of the existing septic system on file for this property. A compliance inspection is required as a condition of any change of use and must be completed prior to conversion of the property to assembly use. The inspection will determine whether the existing system is code-compliant and adequately sized for the proposed use and expected occupancy. If the system is found to be non-compliant, the applicant will have up to three years to replace the system or connect to municipal sewer while operating under the existing

system, provided the system is not surfacing. If the system is undersized for the proposed use, the applicant must expand, replace, or connect to municipal sewer before the change of use may occur. The City notes that the applicant's plans already contemplate connection to municipal sanitary sewer in coordination with the 2027 Hennepin County CSAH 13 reconstruction project, which may satisfy this requirement if the compliance inspection is completed and connection occurs within the required timeframe. Contact Matt Bolterman, Hennepin County Senior Health Inspector (Matthew.Bolterman@hennepin.us, 612-919-9221) to coordinate the compliance inspection.

2. **High Level Comments**

a. **Civil Plan Set**

- i. Removal Plan: Show tree removals associated with the project.
- ii. Site Plan: Show building and parking setbacks. Provide information on pavement typical sections.
- iii. Grading and Drainage Plan: Show construction limits. Label the OHWL elevation. Show spot elevations along the county ditch.
- iv. Update all details to current City of Rogers standard plates. Contact Mike Albers (malbers@rogersmn.gov) with questions regarding civil standards.
- v. Ensure plan contains information related to shoreland impacts and shoreland requirements. Please see Sec. 125-100. Shoreline OHWL needs to be shown, shore impact zone needs to be shown, shoreland setbacks need to be shown. Impervious surface is limited to 25% and calculations need to be shown.

b. **Fire Department**– Fire suppression via well-fed storage tanks in the basement has been approved by the Fire Marshal. No municipal water connection is required for fire suppression at this time. Continue coordination with Jason Albers, jalbers@rogersmn.gov.

c. The resubmittal must address all comments contained in the City's prior incomplete notice dated December 23, 2025, as well as all comments discussed at the February 2026 meeting with City staff. These comments remain in effect and are not restated in full here. The resubmittal must demonstrate compliance with code, engineering standards and review.

3. **County Coordination**

- a. Continue coordination regarding change in use with Hennepin County and identify County comments or permits that may be required for driveway changes. Contact Christina Neel (christina.neel@hennepin.us), Development Review Coordinator.
- b. Continue coordination with Hennepin County Septic Inspector for change in use compliance for existing septic system. Contact Matt Bolterman (Matthew.Bolterman@hennepin.us), Hennepin County Senior Health Inspector.

Please submit the above information for a complete application.

Sincerely,

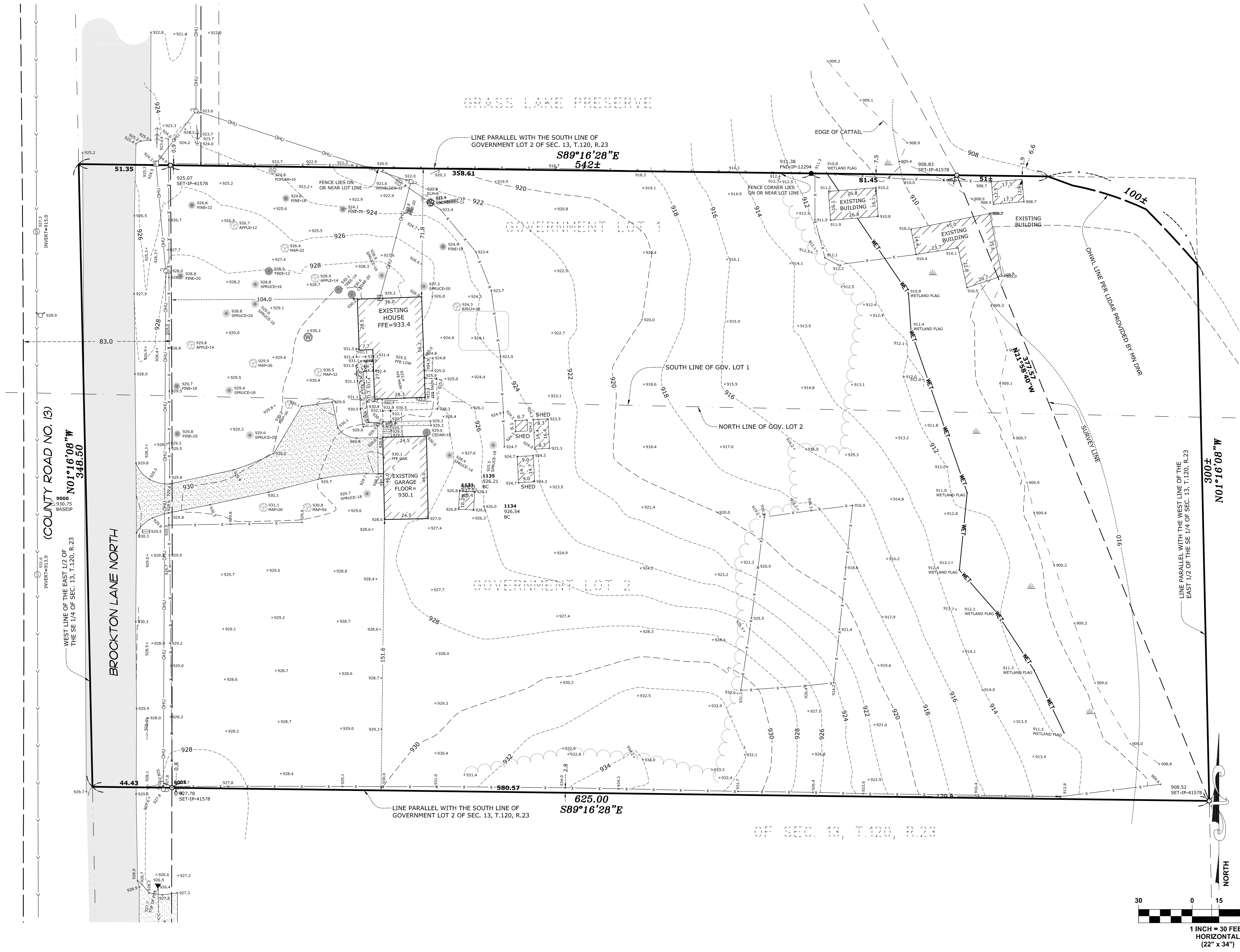


Alec Henderson, AICP

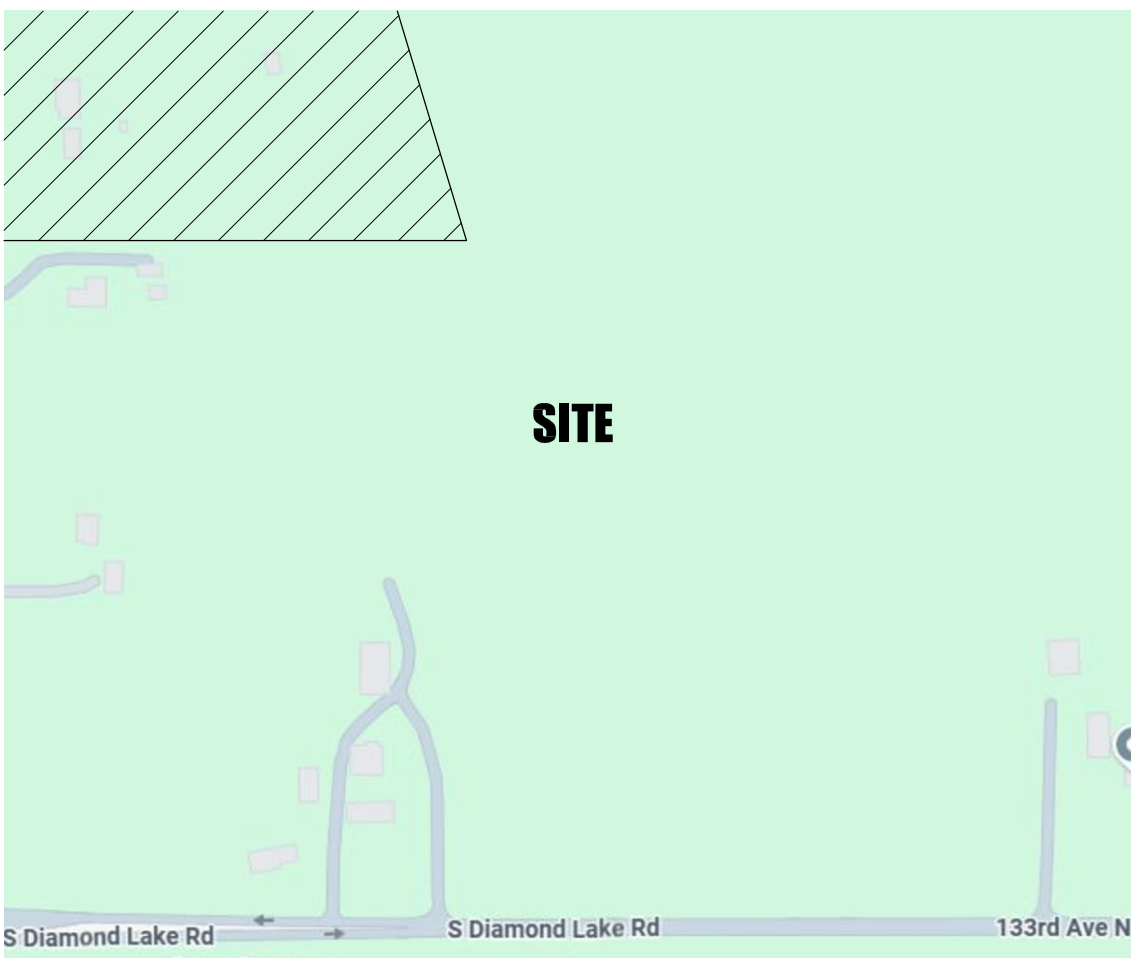
City Planner

CC: Brett Angell, Mike Albers, Patrick Farrens, Jason Albers, Caleb Hansen

13620 BROCKTON LANE
TITLE SHEET, NOTES & LEGEND
ROGERS, MINNESOTA



VICINITY MAP (NOT TO SCALE)



ENGINEER

PLOWE ENGINEERING, INC.
6776 LAKE DRIVE
LINO LAKES, MN 55014
QASEM ABUGHAZLEH, P.E.
651-361-8237
QASEM@PLOWE.COM

SURVEYOR

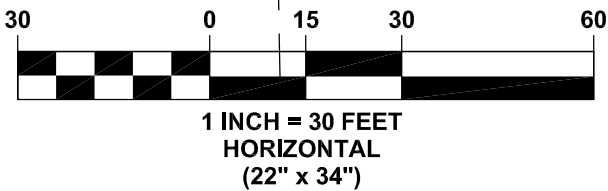
E.G. RUD & SONS LAND
SURVEYING, INC.
6776 LAKE DRIVE
LINO LAKES, MN 55014
JASON RUD
651-361-8225
JRUD@EGRUD.COM

AN MPCA NPDES CONSTRUCTION PERMIT IS REQUIRED
PRIOR TO THE START OF CONSTRUCTION

ALL PERMITS, INCLUDING BUT NOT LIMITED TO PERMITS
FROM CITY OF ROGERS, ELM CREEK WATERSHED, AND THE
MINNESOTA DEPARTMENT OF LABOR AND INDUSTRY (IF
APPLICABLE), SHALL BE OBTAINED PRIOR TO ORDERING
OF MATERIAL AND STARTING OF CONSTRUCTION. NO
INSTALLATION OF UTILITIES SHALL BE PERMITTED UNTIL
ALL APPLICABLE PERMITS ARE RECEIVED BY
CONTRACTOR. INSTALLATION OF UTILITIES SHALL BE
CONSTRUCTED TO MINNESOTA DEPARTMENT OF LABOR
AND INDUSTRY STANDARDS AND CITY STANDARDS AS
IDENTIFIED IN THE PUBLIC WORKS/ENGINEERING
STANDARDS.

SHEET INDEX

CO	TITLE SHEET, NOTES & LEGEND
C1.1	CIVIL SITE PLAN
C1.2	REMOVALS PLAN
C2.1	GRADING, DRAINAGE, & EROSION CONTROL PLAN
C2.2	HC & BLDG ENTRANCE DETAILS
C3	UTILITY PLAN
C4.1	DETAILS & NOTES
C4.2	DETAILS & NOTES



PLOWE
ENGINEERING, INC.
6776 LAKE DRIVE
LINO LAKES, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701



DRAWN BY:	MOA
JOB NO.	26-2239
CHECK BY:	QASEM
DATE:	05/28/26

NO.	DATE	DESCRIPTION
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I hereby certify that this plan was prepared by me
or under my direct supervision and that I am a duly
licensed professional engineer under the laws of
the State of Minnesota.
QASEM M. ABUGHAZLEH
Date: 06.26.2026 License No. 56299

13620 BOCKTON LANE
ROGERS, MN
TITLE SHEET, NOTES & LEGEND
PREPARED FOR: GURDEEN SINGH

SHEET
C0

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SITE DATA

SITE AREA (ABOVE OHWL)	= 199,645 SF = 4.583 ACRES
EXISTING IMPERVIOUS AREA	= 8,291 SF = 0.190 ACRES
EXISTING IMPERVIOUS %	= 4.2%
PROPOSED IMPERVIOUS AREA	= 16,494 SF = 0.379 ACRES = 8.3%

IMPERVIOUS SURFACE IN SHORELAND DISTRICT IS LIMITED TO 25%.

R-3 SETBACKS:

PRINCIPAL BUILDING SETBACKS:

FRONT = TWENTY(20) FEET
SIDE = SEVEN AND A HALF (7.5) FEET
REAR = TWENTY (20) FEET **

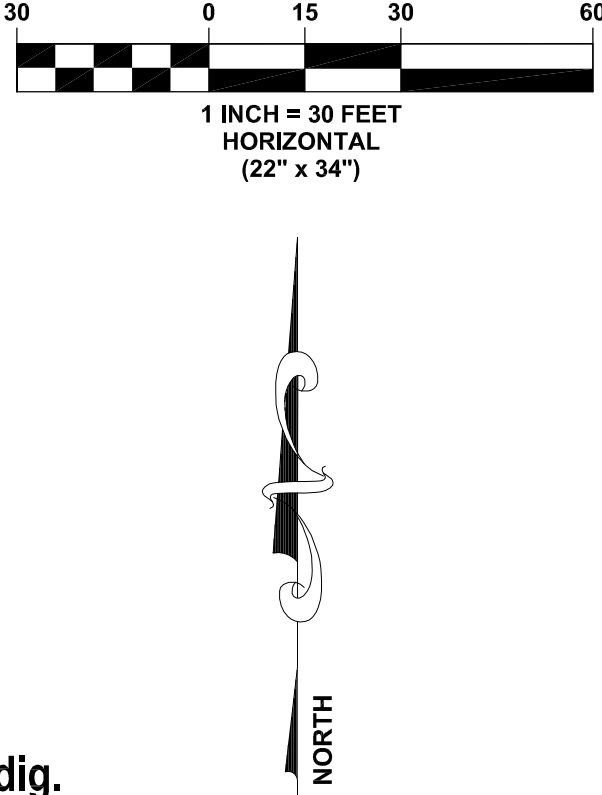
** SITE HAS A SHORELAND
STRUCTURE
SETBACK OF 150' THAT GOVERNS.

PARKING SETBACKS:

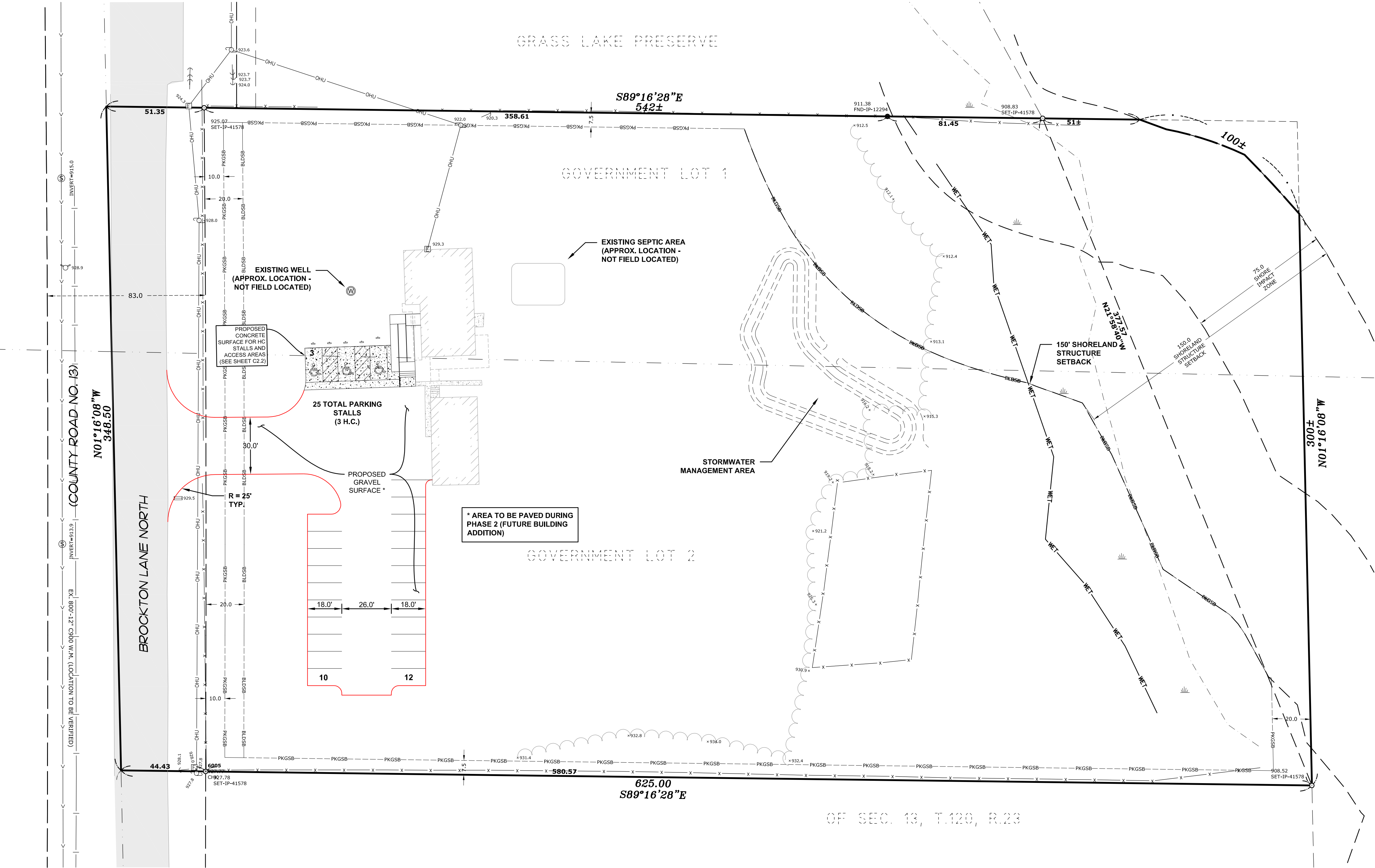
PARKING SETBACKS = 10 FEET

LEGEND

	EXISTING ELECTRICAL BOX		PROPOSED STORM SEWER PIPE
	EXISTING SPOT ELEVATION		PROPOSED DRAINTILE AND CLEAN-OUT
	EXISTING FIBER OPTIC BOX		PROPOSED STORM MANHOLE
	EXISTING GAS METER		PROPOSED FLARED-END SECTION
	EXISTING GUY WIRE		PROPOSED CONTOUR
	EXISTING MAILBOX		PROPOSED SPOT ELEVATION
	EXISTING POWER POLE		(GUTTERLINE BITUMINOUS SURFACE OR GROUND SURFACE UNLESS OTHERWISE INDICATED)
	EXISTING FENCE		PROPOSED DIRECTION OF DRAINAGE
	EXISTING CONTOURS		PROPOSED SILT FENCE
	EXISTING OVERHEAD UTILITY		PROPOSED BIOROLLS
	EXISTING BITUMINOUS SURFACE		PROPOSED RIP-RAP
	EXISTING CONCRETE SURFACE		
	EXISTING GRAVEL SURFACE		



Know what's below.
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PLOWE
ENGINEERING, INC.
8776 LAKE DRIVE
UNO LAKES, MN 55014
PHONE: (651) 351-8210
FAX: (651) 351-8701



DRAWN BY:	NOA
JOB NO.	25-2239
CHECK BY:	OMA
DATE:	05/28/26

NO.	DATE	DESCRIPTION
1	06/26/26	ADDED SITE DATA AND SHORELAND SETBACKS
2		
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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota.

GAUSEM M. AGHAZLEH
Date: 06/26/2026 License No. 56299

13620 BOCKTON LANE
ROGERS, MN
SITE PLAN
PREPARED FOR: GURDEEN SINGH

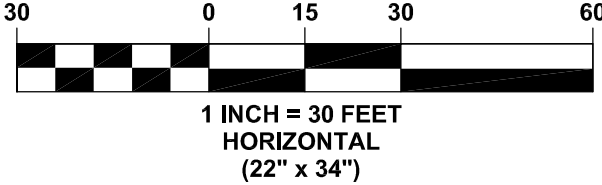
SHEET
C1.1

GENERAL NOTES

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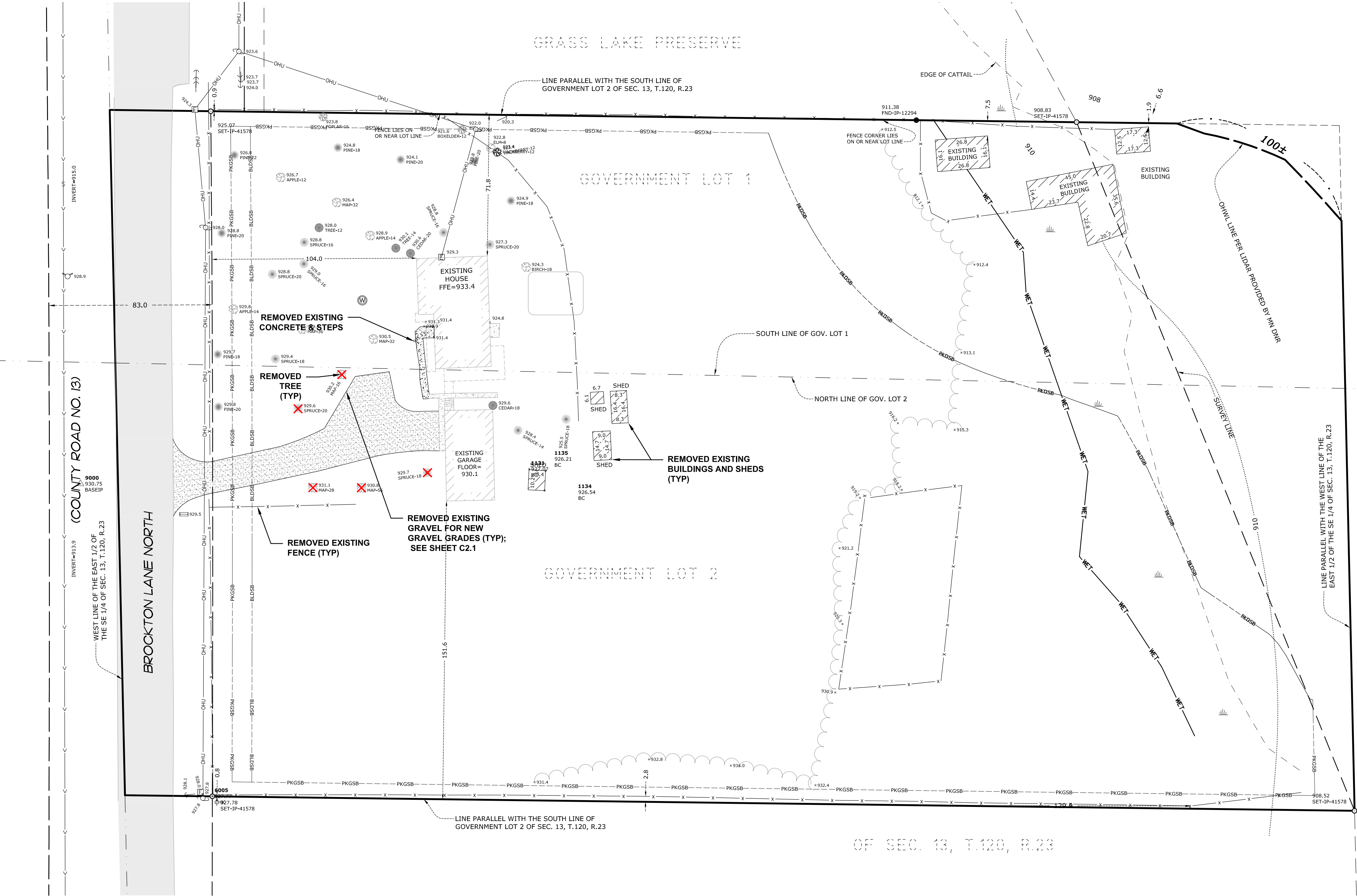
LEGEND

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	EXISTING CONCRETE SURFACE		
	EXISTING GRAVEL SURFACE		

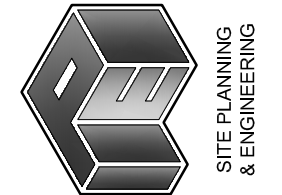


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PLOWE
ENGINEERING, INC.
8776 LAKE DRIVE
MINNETONKA, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701



DRAWN BY:
MOA
JOB NO.
28-2239
CHECK BY:
OMA
DATE:
05/28/26

NO.	DATE	DESCRIPTION
1	06/26/26	UPDATED REMOVALS
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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota.

GASEM M. AGHAZADEH
Date: 06.26.2026 License No. 56299

13620 BOCKTON LANE
ROGERS, MN
REMOVALS PLAN
PREPARED FOR: GURDEEN SINGH

SHEET
C1.2

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LEGEND

- | | | | |
|--|-----------------------------|--|--|
| | EXISTING ELECTRICAL BOX | | PROPOSED STORM SEWER PIPE |
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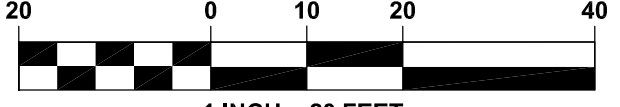
TIMING FOR EROSION & SEDIMENT CONTROL

- ALL EROSION AND SEDIMENT CONTROL MEASURES SHOWN ON THE PLANS OR IMPLEMENTED IN THE FIELD SHALL BE IN ACCORDANCE WITH THE CITY REQUIREMENTS.
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1. INSTALL STABILIZED CONSTRUCTION EXIT.
 2. INSTALL SILT FENCE AS SHOWN ON PLAN.
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 4. PERFORM SITE GRADING ON AN AREA-BY-AREA BASIS TO MINIMIZE UNSTABILIZED AREAS.
 - 4.1. CONTRACTOR MUST INITIATE STABILIZATION OF EXPOSED SOIL AREAS AS SOON AS PRACTICAL.
 5. PAY SPECIAL ATTENTION TO ADJACENT PROPERTY LINES TO ENSURE THE EROSION CONTROL PRACTICES INPLACE IN THOSE AREAS PREVENT MIGRATION OF SEDIMENT ONTO ADJACENT PROPERTIES.

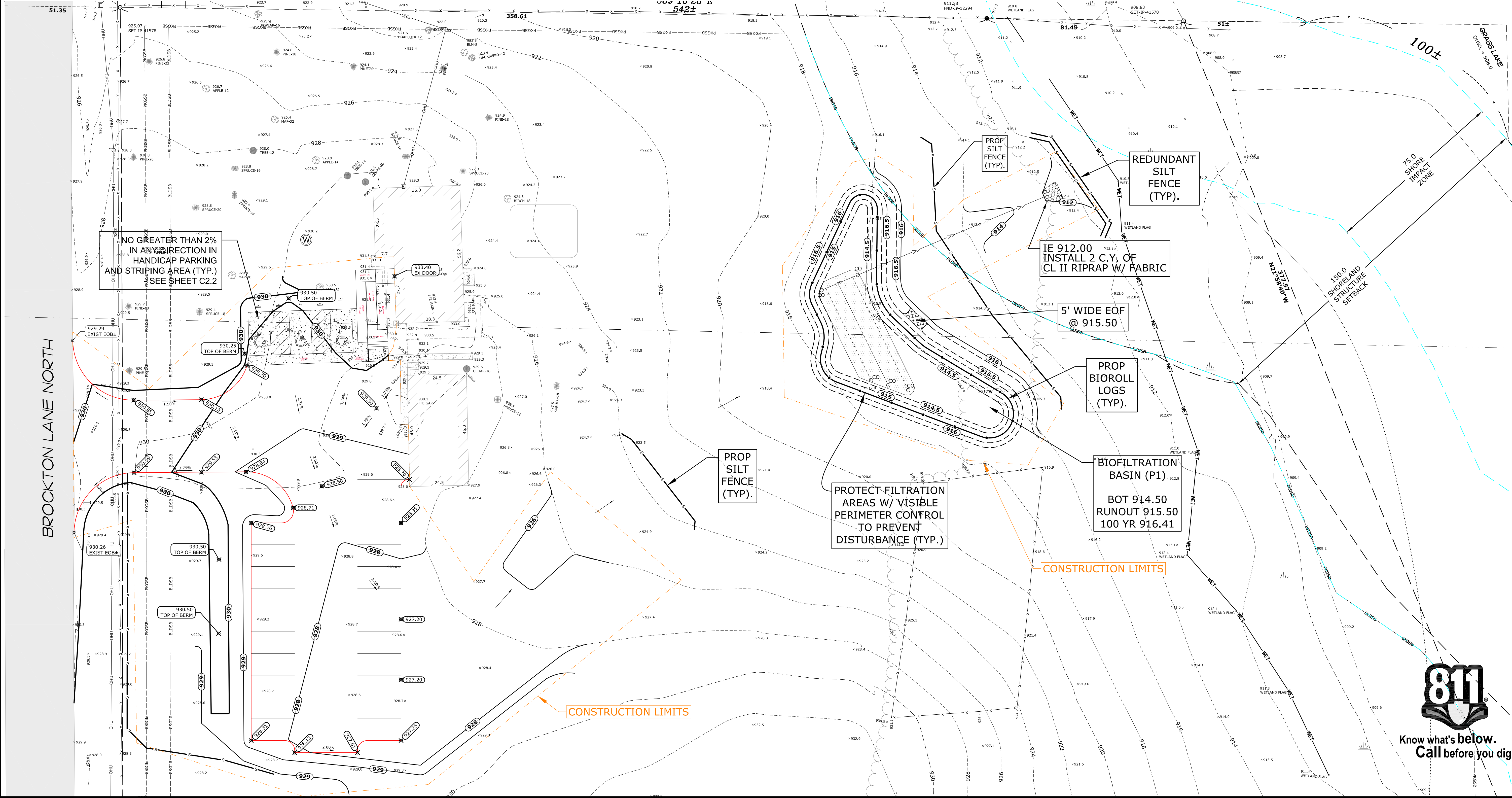
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 3. INSTALL TEMPORARY INLET PROTECTION FOR ALL STORM SEWER INLET STRUCTURES (AS APPLICABLE.)
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DISTURBED AREA = 0.93 ACRES



NORTH



PLOWE
ENGINEERING, INC.
8776 LAKE DRIVE
MINNETONKA, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701



DRAWN BY: MOA
JOB NO: 25-2239
CHECK BY: OMA
DATE: 05/28/26

NO.	DATE	DESCRIPTION
1	06/26/26	ADDED DISTURBANCE AREAS
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I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota.

GASEM M. AGHAZADEH
Date: 06.26.2026 License No. 56299

13620 BOCKTON LANE
ROGERS, MN
GRADING, DRAINAGE & ESC PLAN
PREPARED FOR: GURDEEN SINGH

SHEET
C2.1

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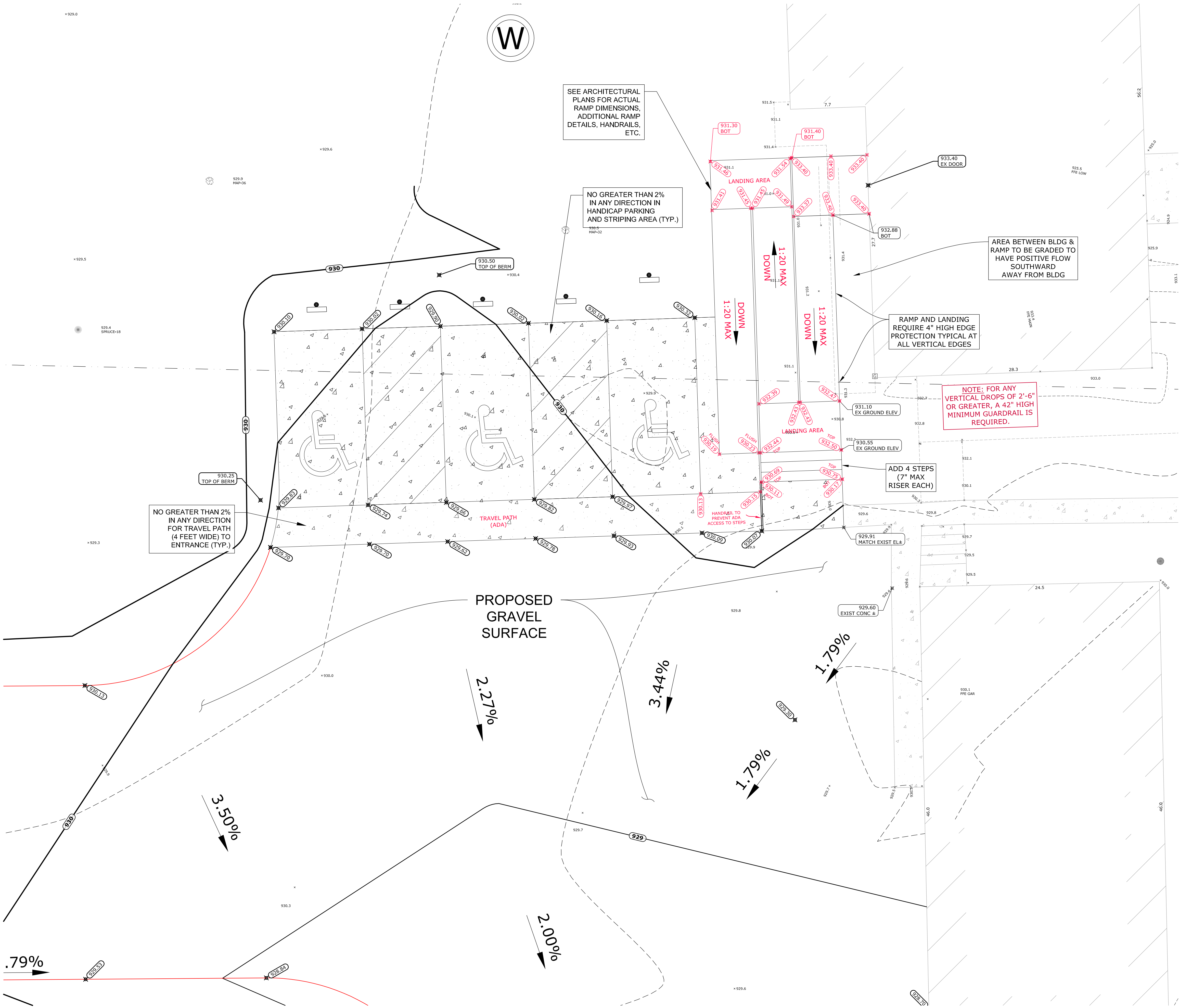
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NO.	DATE	DESCRIPTION
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GAUSEM M. AGHAZLEH
Date: 06.26.2026 License No. 56299

13620 BOCKTON LANE
ROGERS, MN
HC & BLDG ENTRANCE DETAILS
PREPARED FOR: GURDEEN SINGH

SHEET
C2.2



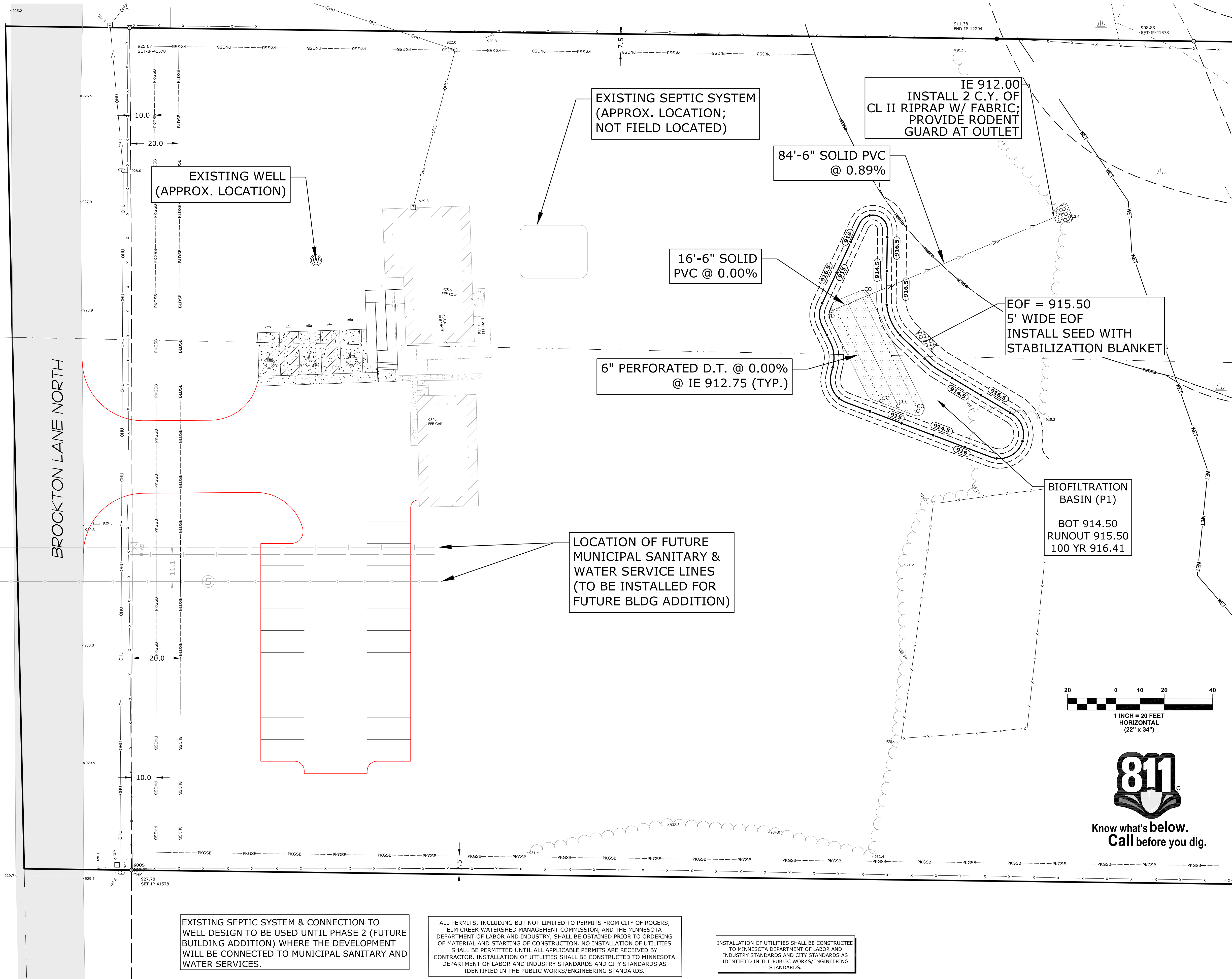
EX. MH 05
RE 927.30
IE 915.00± N
IE 915.00± S

EX. 192'-8" PVC SDR-35 SAN. SWR. @0.57%

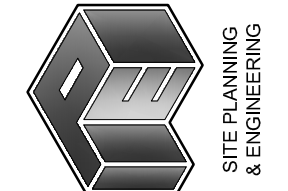
EX. MH 04
RE 931.64
IE 913.90± N
IE 913.90± S

EX. 800'-12" C900 W.M. (LOCATION TO BE VERIFIED)
EX. 400'-8" PVC SDR-35 SAN. SWR. @0.40%

APPROX. LOCATION
PER PLANS BY OTHERS
(NEEDS FIELD
VERIFICATION)



PLOWE
ENGINEERING, INC.
7776 LAKE DRIVE
MINNETONKA, MN 55345
PHONE: (651) 361-8210
FAX: (651) 361-8701



DRAWN BY:
MOA
JOB NO.
28-2239
CHECK BY:
OMA
DATE:
05/28/26

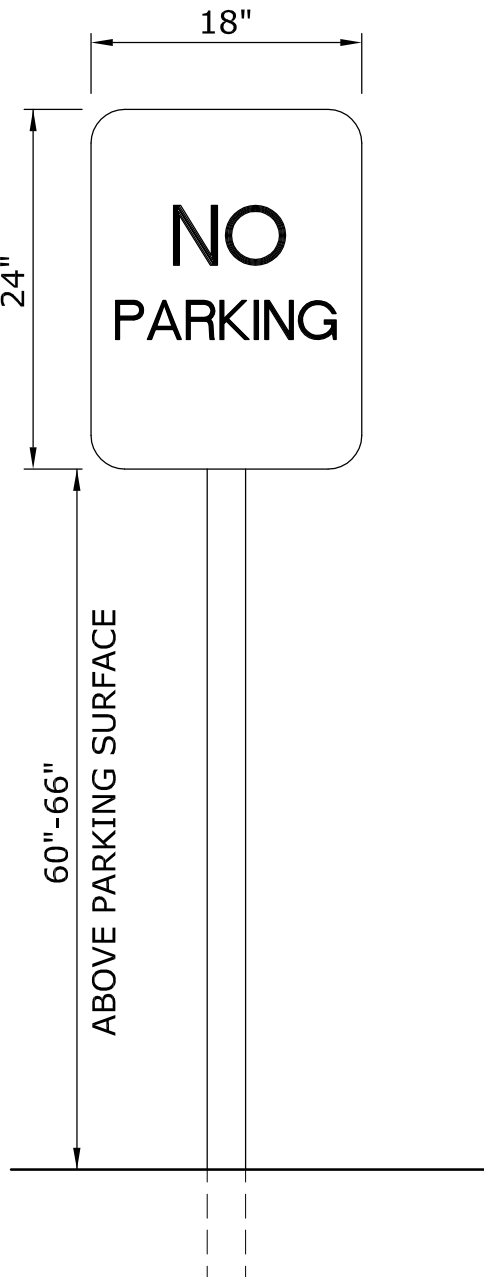
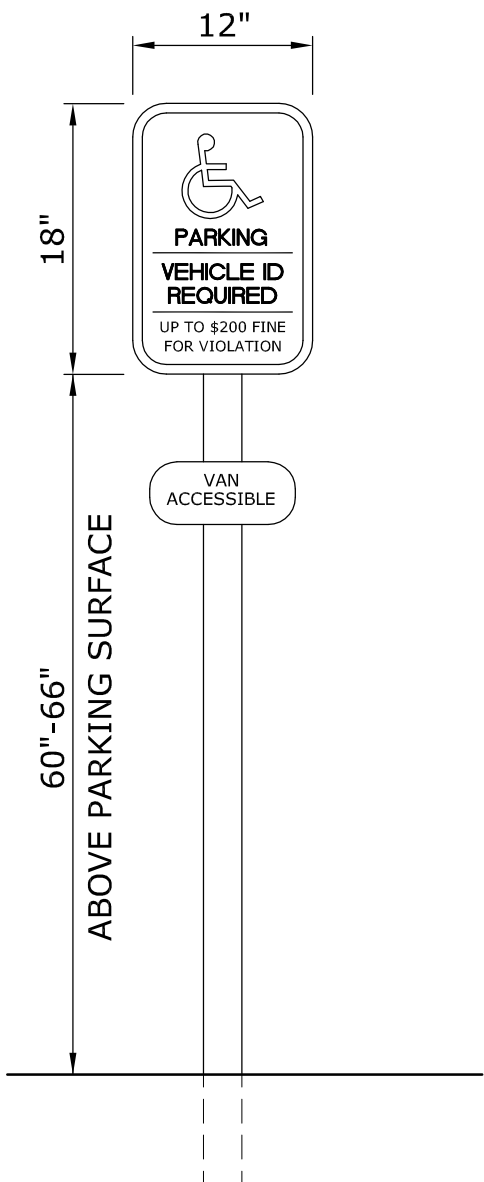
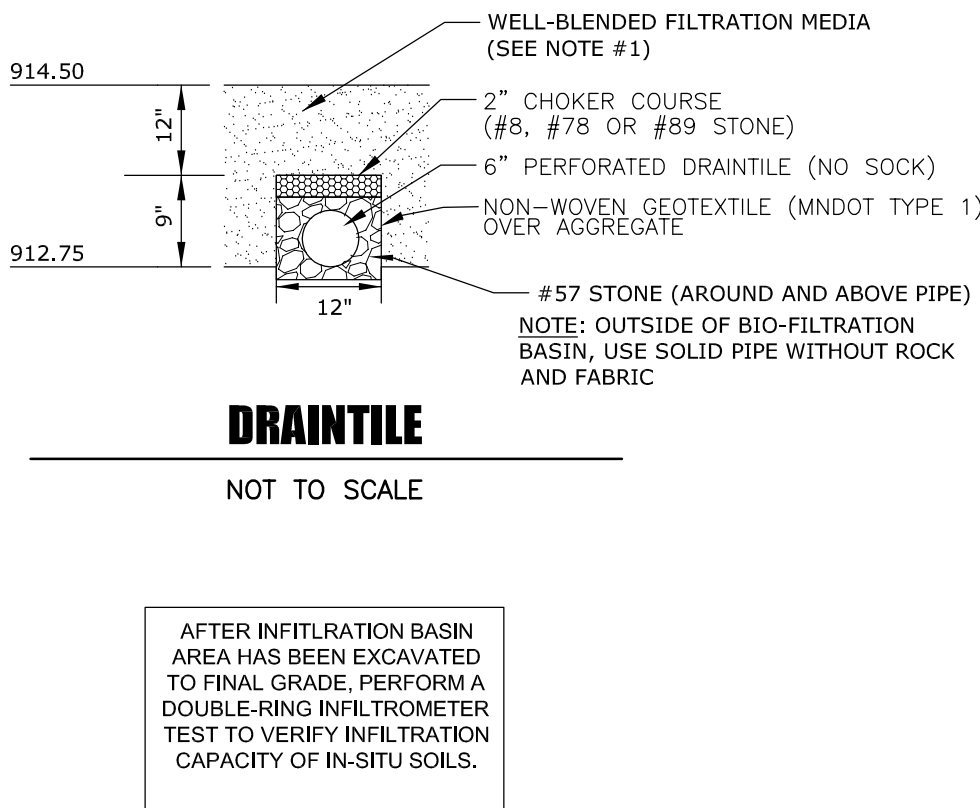
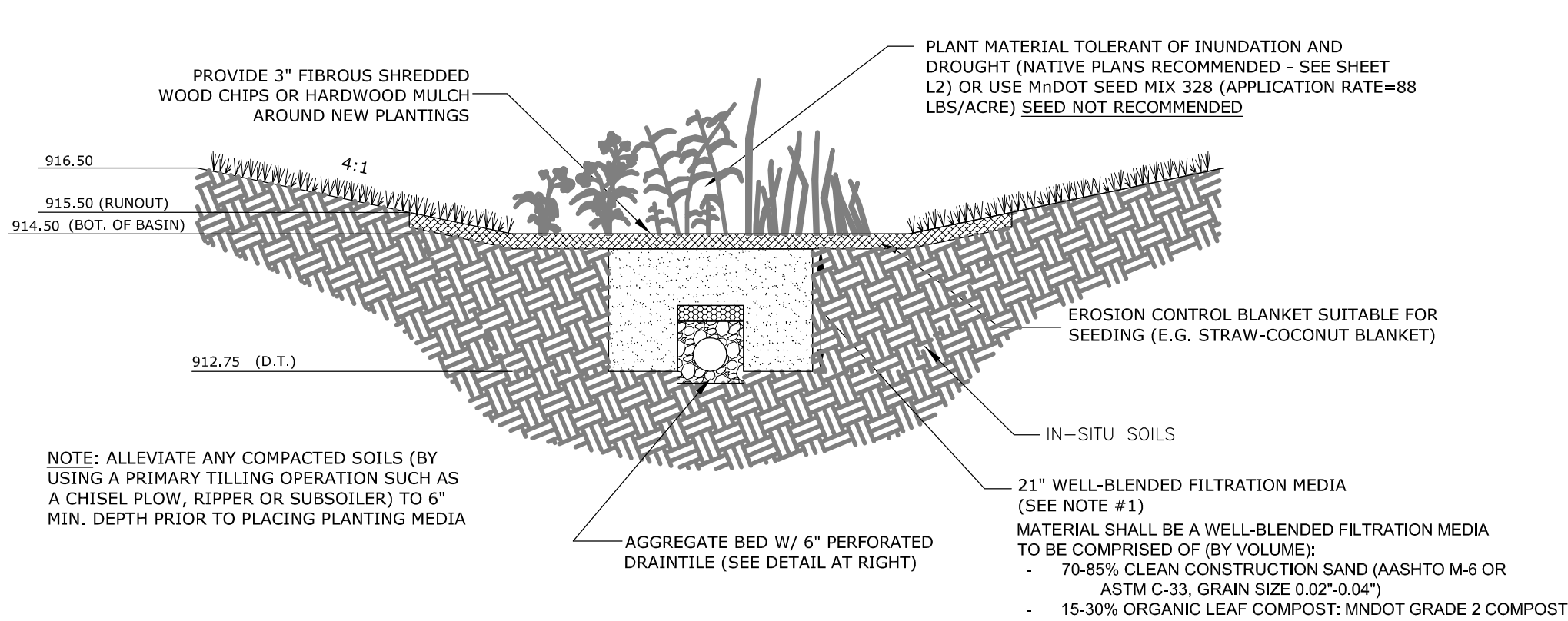
NO.		DESCRIPTION
1	06/26/26	UPDATED FUTURE UTILITY LOCATION (APPROX.)
2		
3		
4		
5		
6		
7		
8		

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota.
GAUSEM M. AGHAZADEH
Date: 06/26/2026 License No. 66299

13620 BOCKTON LANE
ROGERS, MN
UTILITY PLAN
PREPARED FOR: GURDEEN SINGH

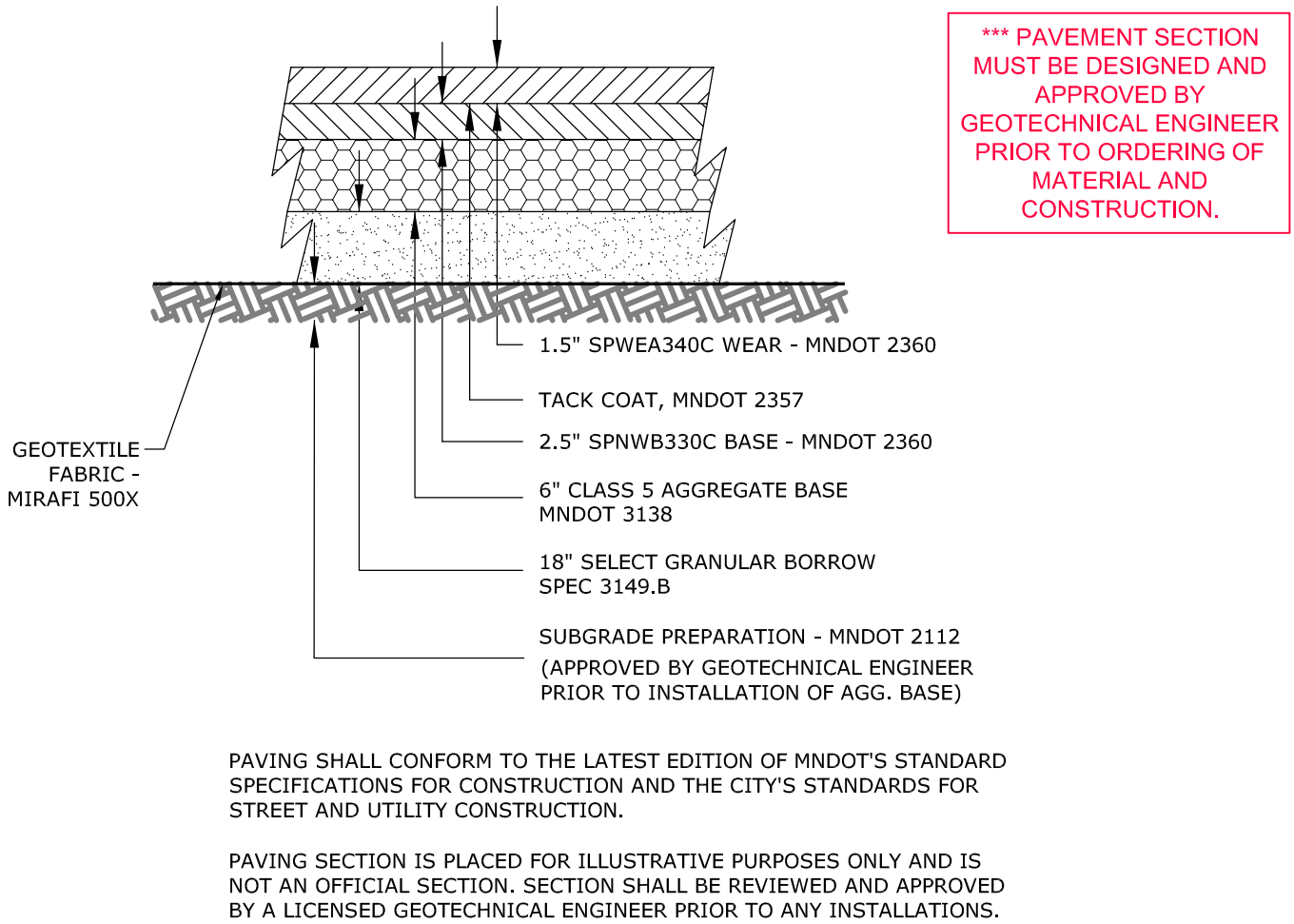
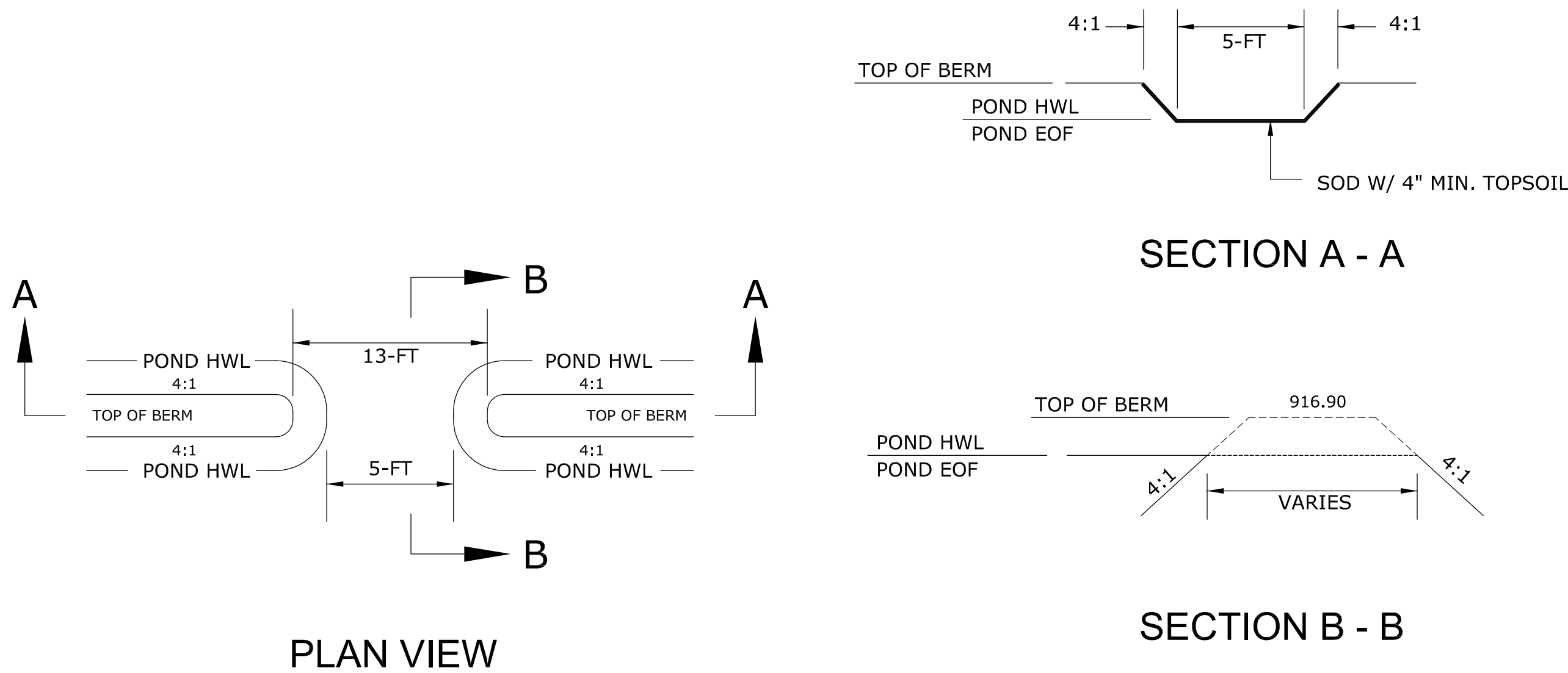
SHEET

C3



X
CY H.C. PARKING SIGNS
N.T.S.

X
CY NO PARKING SIGNS
N.T.S.



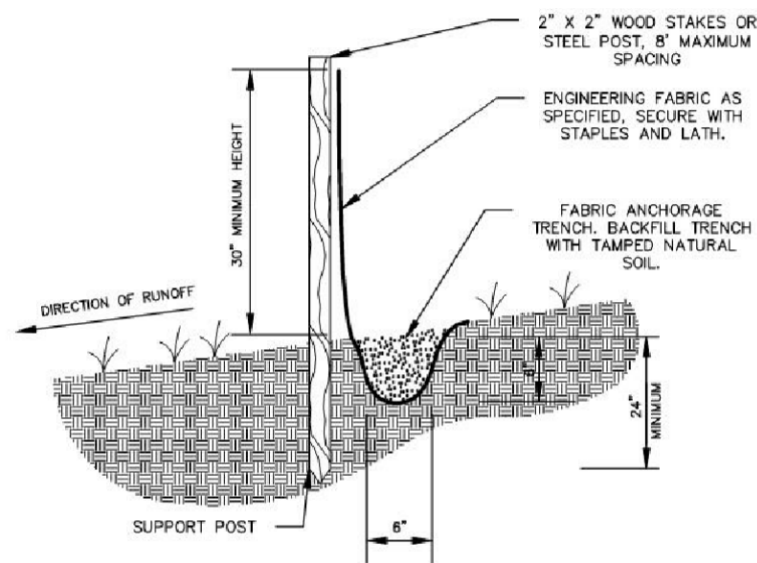
BITUMINOUS PAVEMENT (PARKING LOT)
N.T.S.

DRAWN BY:	NO.	DATE	DESCRIPTION
MOA	1	06/26/26	ADDED STANDARD PAVEMENT SECTION
JOB NO.	2		
26-2239	3		
CHECK BY:	4		
OMA	5		
DATE:	6		
05/28/26	7		
	8		

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota.

GURDEEN SINGH
GURDEEN SINGH
Date: 06.26.2026 License No. 66299

13620 BOCKTON LANE
ROGERS, MN
DETAILS & NOTES
PREPARED FOR: GURDEEN SINGH

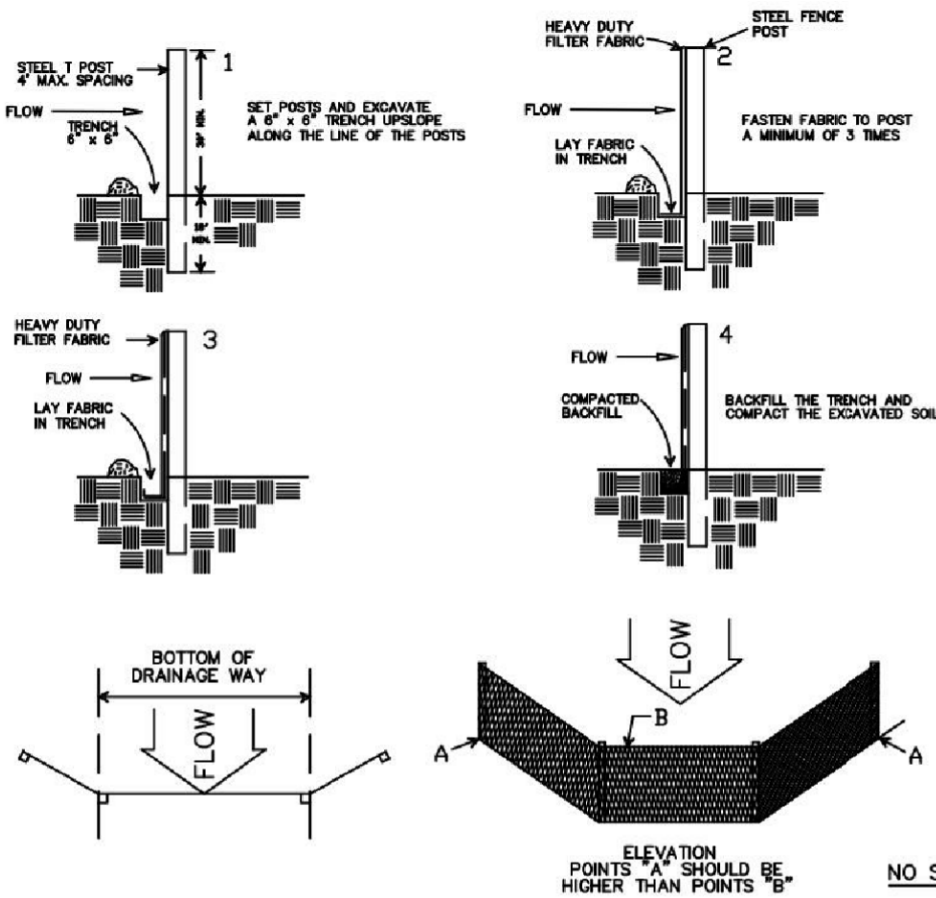


DOUBLE SILT FENCE TO BE REQUIRED NEAR WETLANDS



STANDARD SILT FENCE

Standard Details
Date: SEPTEMBER, 2020
Version: EROS-1



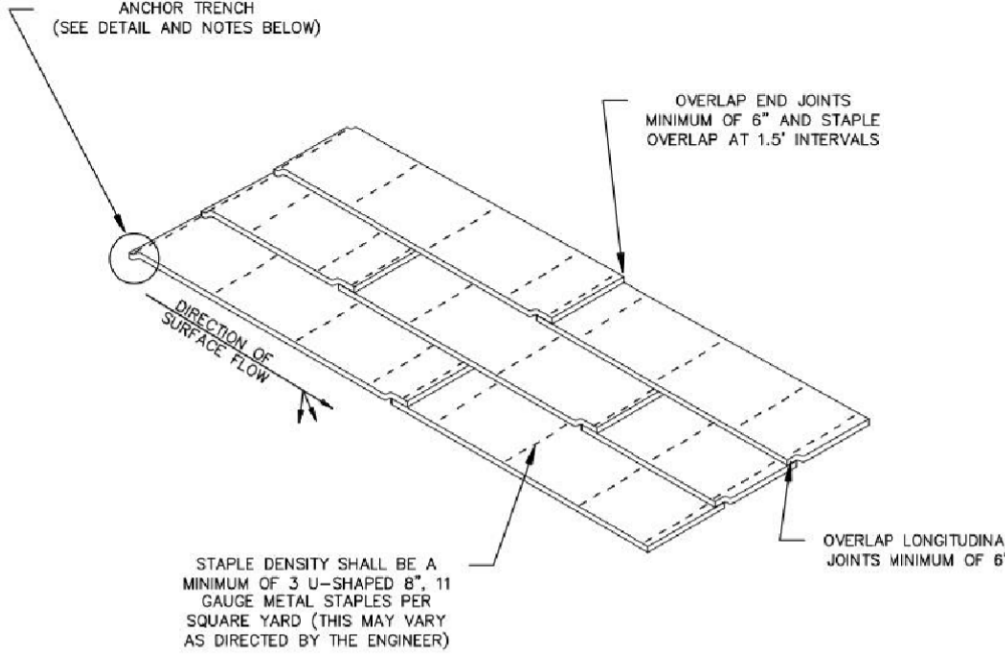
Maintenance

1. FILTER BARRIERS SHALL BE INSPECTED IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. ANY REQUIRED REPAIRS SHALL BE MADE IMMEDIATELY.
2. SHOULD THE FABRIC DECOMPOSE OR BECOME INEFFECTIVE PRIOR TO THE END OF THE EXPECTED USABLE LIFE AND THE BARRIER STILL BE NECESSARY, THE FABRIC SHALL BE REPLACED PROMPTLY.
3. SEDIMENT DEPOSITS MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY 1/3 HEIGHT OF THE BARRIER, OR AS DIRECTED BY THE ENGINEER.
4. ANY SEDIMENT DEPOSITS REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER BARRIER IS NO LONGER REQUIRED, SHALL BE DRESSED TO CONFORM WITH THE EXISTING GRADE, PREPARED AND SEEDS.
5. WETLANDS ARE TO BE PROTECTED BY TWO ROWS OF H.D. SILT FENCE. DOUBLE H.D. SILT FENCE IS REQUIRED AROUND WATER BODIES, STEEP SLOPES AND HIGHLY ERODIBLE SOILS.
6. ALL MATERIAL & INSTALLATION MUST CONFORM TO THE REQUIREMENTS OF THE CURRENT EDITION OF THE MNDOT CONSTRUCTION SPECIFICATIONS TABLE 3080-1.

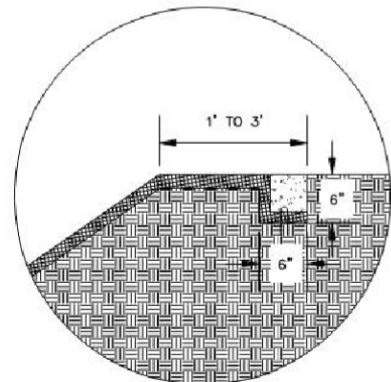


SILT FENCE ALONG WETLAND

Standard Details
Date: SEPTEMBER, 2020
Version: EROS-4

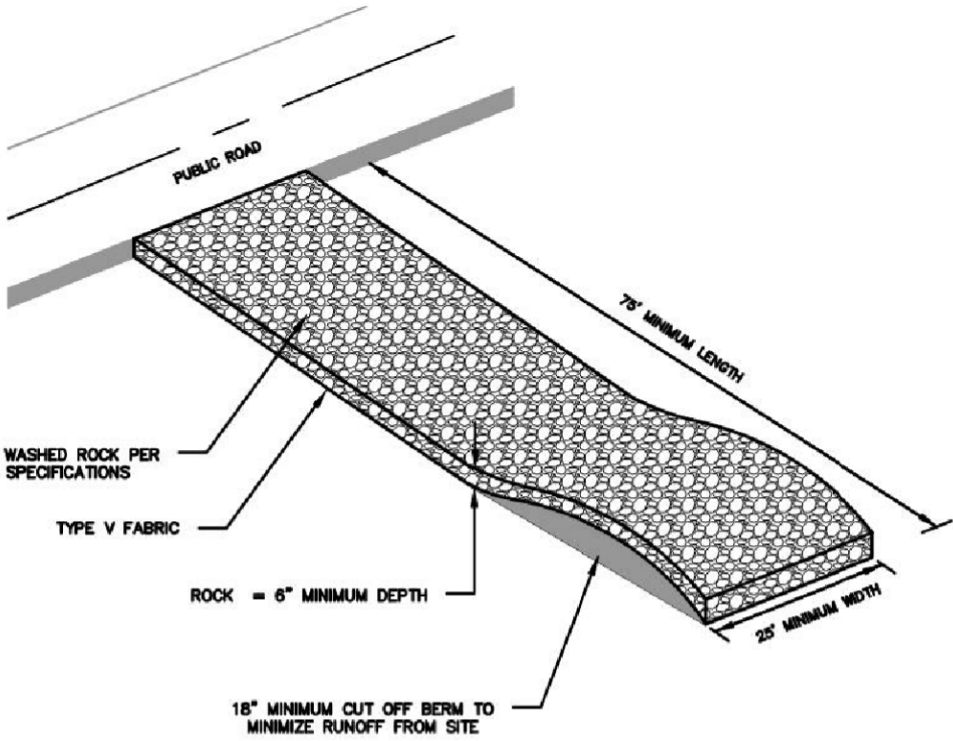


- ANCHOR TRENCH
(SEE DETAIL AND NOTES BELOW)
1. DIG 6\"/>



EROSION CONTROL BLANKET INSTALLATION

Standard Details
Date: SEPTEMBER, 2020
Version: EROS-5



NOTE:
TYPE V FILTER FABRIC SHALL BE PLACED UNDER ROCK TO STOP MUD MIGRATION THROUGH MATERIAL.
THE ENTRANCE SHALL BE MAINTAINED IN A CONDITION THAT WILL PREVENT TRACKING OF FLOWING OF SEDIMENT ONTO PUBLIC RIGHT-OF-WAYS. THIS MAY REQUIRE TOP DRESSING, REPAIR AND/OR CLEAN OUT OF ANY MEASURES USED TO TRAP SEDIMENT.
WHEN NECESSARY, WHEELS SHALL BE CLEANED PRIOR TO ENTRANCE ONTO PUBLIC RIGHT-OF-WAY.
WHEN WASHING IS REQUIRED, IT SHALL BE DONE ON AN AREA STABILIZED WITH CRUSHED STONE THAT DRAINS INTO AN APPROVED SEDIMENT TRAP OR SEDIMENT BASIN.
WHERE RUNOFF CONTAINING SEDIMENT LADEN WATER IS LEAVING THE SITE VIA THE CONSTRUCTION ENTRANCE, OTHER MEASURES SHALL BE IMPLEMENTED TO DIVERT RUNOFF THROUGH AN APPROVED FILTERING SYSTEM.
IN AREAS WITH CONCRETE WALK THERE SHALL BE 6\"/>



CONSTRUCTION ROCK ENTRANCE

Standard Details
Date: SEPTEMBER, 2020
Version: EROS-10

13620 BOCKTON LANE
ROGERS, MN

DETAILS & NOTES
PREPARED FOR: GURDEEN SINGH

SHEET
C4.2

I hereby certify that this plan was prepared by me or under my direct supervision and that I am a duly licensed professional engineer under the laws of the State of Minnesota.

GUSEIN M. AGHAZALEH
Date: 06.26.2026 License No. 56299

NO.	DATE	DESCRIPTION
1	06/26/26	ADDED STANDARD PLATES
2		
3		
4		
5		
6		
7		
8		

DRAWN BY: MOA	JOB NO. 26-2239	CHECK BY: OMA	DATE: 05/28/26
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PLOWE ENGINEERING, INC.
8776 LAKE DRIVE
LINO LAKES, MN 55014
PHONE: (651) 361-8210
FAX: (651) 361-8701



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 14, 2026

Agenda Item: 7.1

Subject: Approve Items Related to Amending Section 125-84(i) Swimming Pools, Hot Tubs, and Spas.

- Ordinance 2026-13, Amending Section 125-84(i) Swimming Pools, Hot Tubs, and Spas
- Resolution 2026-67, Authorizing summary publication of Ord. 2026-13

Prepared By: Alec Henderson, City Planner

Overview / Background / Analysis

City Staff is proposing amendments to Section 125-84(i) (Swimming Pools) of the Rogers Zoning Code to bring the City's standards for swimming pools, hot tubs, and spas into conformance with the Minnesota State Building Code. The proposed changes are set forth in Ordinance No. 2026-13.

The State Building Code sets safety requirements for residential pools, hot tubs, and spas. A barrier must enclose the water and may not have any opening large enough to pass a four-inch sphere, the gap between the bottom of the barrier and the ground may not exceed two inches, and the pool side of the barrier must sit at least twenty inches from the water's edge. Access gates must be self-closing and self-latching. As an alternative to a fence, an automatic cover meeting ASTM F1346 may be used. These requirements apply to hot tubs and spas as well as to pools.

The current language in Sec. 125-84(i) contains inconsistencies with present building code and speaks only to swimming pools. It does not carry several of the safety standards the State now requires, it does not extend any standard to hot tubs or spas, and it treats the pool setback as an extra five feet added on top of the other required yard setbacks, which has caused confusion in the field. The exceptions for above-ground and temporary pools are also unclear. The amendment corrects each of these and renames the section to reflect its broader scope.

Summary of Proposed Changes to Sec. 125-84(i)

Swimming pools, hot tubs, and spas. The section is retitled and its standards are extended to hot tubs and spas, which the State Building Code already regulates but the current section does not address. A hot tub or spa fitted with a lockable hard cover meeting ASTM F1346 is exempt from the fencing requirement.

State building code safety standards. The barrier and gate standards are aligned to

the building code. A barrier may not pass a four-inch sphere, may not leave more than a two-inch gap at the ground, and must stand at least twenty inches back from the water on the pool side. Gates must be self-closing and self-latching, and the maximum gap beneath a gate is reduced from 2.5 inches to two inches. An automatic cover meeting ASTM F1346 is allowed in place of a safety fence.

Setbacks. The setback is amended as a single, clear standard rather than five feet layered on top of other yard setbacks. A pool, hot tub, or spa may not sit within five feet of any side or rear lot line, within the required front yard, within any wetland buffer, or within any drainage and utility easement, measured from the nearest wall or edge of the structure. Any associated deck, coping, or patio carries the same five-foot side and rear setback.

Above-ground and temporary pools; removable ladders. The exceptions are clarified. The wall of an above-ground pool at least four feet above grade may serve as the required barrier, provided the ladder or steps are surrounded by a compliant barrier or removed when the pool is not in use. A temporary pool with sides over four feet and a removable ladder needs no fence. Any pool with a removable ladder must have the ladder removed when the pool is not in use.

Conforming and clarifying changes. The maximum barrier height is reduced from eight feet to six feet to match the City's general fence-height standard. Equipment-location language is simplified to require placement in the rear yard at least ten feet from any lot line, pool lighting must be downward-facing and full cut-off with no spillage onto adjacent property, and several provisions are renumbered as duplicative items are consolidated.

Planning Commission Review

A public hearing was held, and this item was reviewed at the July 6th Planning Commission meeting. The item was unanimously recommended for approval.

Staff Recommendation

Staff recommend the approval of Ordinance 2026-13 amending City Code Section 125084(i) related to Swimming Pools, Hot Tubs, and Spas and Resolution 2026-67 authorizing the summary publication of the ordinance.

Financial Impact: Not Applicable

Source Fund: Not Applicable

Budgeted? N/A

Supporting Documentation

- A. Ord_2026-13-Amending_Sec_125-84i-Pools
- B. Resolution_2026-67_Authorizing_Summary_Publication_of_Ordinance_2026-13

CITY OF ROGERS

ORDINANCE NO. 2026-13

AN ORDINANCE AMENDING THE CITY OF ROGERS CITY CODE
SECTION 125-84(i) SWIMMING POOLS, HOT TUBS, AND SPAS

THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, HEREBY ORDAINS:

SECTION 1. Section 125-84(i) Swimming Pools is hereby amended and retitled. The ~~striketrough~~ text indicates removal of text and the underlined text indicates added text:

Sec. 125-84(i). ~~Swimming pools.~~ Swimming Pools, Hot Tubs, and Spas.

(1) *Required permits; application.*

- a. A building permit shall be required for any ~~swimming pool~~ swimming pool, hot tub, or spa with a capacity of over 5,000 gallons or with a depth of over two feet of water, whichever is less.
- b. An application for a building permit shall include a site plan showing the type and size of ~~pool~~ swimming pool, hot tub, or spa; location of ~~pool~~ the structure; location of house, garage, fencing and other improvements on the lot; location of structures on all adjacent lots; location of filter unit, pump and writing indicating the type of such units; location of back-flush and drainage outlets; grading plan; finished elevations and final treatment (decking, landscaping, etc.) around the ~~pool~~ swimming pool, hot tub, or spa; location of existing overhead and underground wiring, utility easements, trees and similar features; and location of any water heating units.

(2) *Performance standards.*

- a. ~~Pools~~ Swimming pools, hot tubs, and spas shall not be located within 20 feet of any septic treatment or absorption area, 10 feet from any septic holding tank tank/drainfield, nor within six feet of any principal structure or frost footing.
- b. ~~Pools shall be located 5 feet at minimum from any required front side or rear yard setbacks, wetland buffer or drainage and utility easement.~~ Swimming pools, hot tubs, and spas shall not be located within five (5) feet of any side or rear lot line, within the required front yard, within any wetland buffer, or within any drainage and utility easement. The required setback shall be measured from the nearest exterior wall or edge of the pool, hot tub, or spa structure. Any deck, coping, patio, or similar surface constructed in conjunction with a pool, hot tub, or spa shall be set back no less than five (5) feet from any side or rear lot line.
- c. ~~Pools~~ Swimming pools, hot tubs, and spas shall not be located beneath overhead utility lines nor over underground utility lines of any ~~types~~ type.
- d. ~~Pools shall not be located within any private or public utility, walkway or other easement.~~
- e. d. In the case of in-ground pools, necessary precautions shall be taken during ~~the~~ construction to avoid damage, hazards, or inconvenience to adjacent or nearby property and ~~assure~~ ensure that proper care ~~shall be~~ is taken in stockpiling excavated material to avoid erosion, dust, or other infringements upon adjacent property.
- f. e. All access for construction shall be over the owner's land and due care shall be taken to avoid damage to public streets and adjacent private or public property.
- g. ~~f.~~ To the extent feasible, back-flush water or water from pool drainage shall be directed onto the owner's property or into approved public drainageways. Water shall not drain onto adjacent or nearby private land.
- h. g. The filter unit, pump, heating unit, and any other noise-making mechanical equipment shall be located ~~at least 35 feet from any adjacent or nearby and not closer than 10 feet to any lot line, and located no closer than ten (10) feet to any lot line and shall be located in the rear yard.~~
- i. h. Lighting for the ~~pool~~ swimming pool, hot tub, or spa shall be directed toward the pool and not toward adjacent property. Any lighting on poles shall be downward facing and full cut-off. There shall be no light spillage onto adjacent properties.

- ~~j. i.~~ i. A structure or safety fence at least four feet in height, but not greater than ~~eight~~ six feet in height, shall completely enclose the swimming pool, hot tub, or spa. The barrier shall have no opening that allows passage of a four-inch (4") diameter sphere, and shall maintain a maximum gap of two (2) inches between the bottom of the barrier and the ground along the entire perimeter. The pool side of the barrier shall be no less than twenty (20) inches from the water's edge. As an alternative to a safety fence, an automatic pool cover may be utilized if it meets the standards of ASTM F1346-91 (Reapproved 1996) of the American Society of Testing and Materials, as such standards may be modified, superseded, or replaced by ASTM. Hot tubs and spas equipped with a lockable hard cover that meets ASTM F1346-91 shall be exempt from the fencing requirement of this subsection.
1. If the pool is temporary in nature, no fence is needed if the pool sides are greater than four (4) feet in height and the pool has a removable ladder.
 2. For above-ground pools, the pool structure wall may serve as the required barrier if it is at least four (4) feet above grade. The ladder or steps providing access to the pool shall be surrounded by a barrier meeting the requirements of this subsection or shall be removed when the pool is not in use.
- ~~k. j.~~ j. Water in the ~~pool~~ swimming pool, hot tub, or spa shall be maintained in a suitable manner to avoid health hazards of any type and shall be subject to periodic inspection by the local health officer.
- ~~k. k.~~ k. All wiring, installation of heating units, grading, installation of pipes, and all other installations and construction shall be subject to inspection.
- ~~m. l.~~ l. All access gates for pool enclosures shall contain self-closing and self-latching hardware in accordance with the adopted building code. Spacing between the bottom of the access gate and the ground shall not exceed ~~2.5~~ two (2) inches.
- ~~n. m.~~ m. ~~Pools~~ Swimming pools, hot tubs, and spas shall have required safety fencing or approved covers installed prior to filling with water.
- ~~o. n.~~ n. Any proposed deviation from these standards and requirements shall require a variance.
- ~~p. o.~~ o. Should a property have a fence in the backyard that meets the height provisions stated above, an additional fence shall not be required around the swimming pool, hot tub, or spa. Such fence shall be required to have a self-latching mechanism on the interior side ~~of the fence~~.
- ~~q. p.~~ p. All requirements of the state building code shall be met. A building permit shall be issued by the building inspector that verifies state code requirements have been met.
- ~~r. q.~~ q. All swimming pools with removable ladders shall have the ladder removed when the pool is not in use.

SECTION 2. This Ordinance shall take effect and be in force immediately after its passage and publication in accordance with applicable law.

Dated the ____ day of _____, 2026.

Mayor

ATTEST:

City Clerk

RESOLUTION 2026-67

**A RESOLUTION AUTHORIZING
SUMMARY PUBLICATION OF
ORDINANCE NO. 2026-13**

WHEREAS, the City Council of the City of Rogers adopted Ordinance No. 2026-09 titled “AN ORDINANCE AMENDING THE CITY OF ROGERS CITY CODE SECTION 125-84(i) SWIMMING POOLS, HOT TUBS, AND SPAS”, and

WHEREAS, in the case of lengthy ordinances or those containing charts or maps, Minnesota state law allows the City Council to approve, by a four-fifths vote, the publication of an Ordinance by title and summary only; and

WHEREAS, the expense to publish the complete text of Ordinance No. 2026-13 is not justified; and

WHEREAS, the following summary clearly informs the public of the intent and effect of the ordinance.

NOW THEREFORE, IT IS HEREBY RESOLVED, by the City Council of the City of Rogers, Hennepin County, Minnesota, that the following summary is hereby approved for official publication:

Summary of Ordinance 2026-13

**AN ORDINANCE AMENDING THE CITY OF ROGERS CITY CODE SECTION 125-84(i)
RELATED TO SWIMMING POOLS, HOT TUBS, AND SPAS**

On the 14th day of July, 2026, the Rogers City Council adopted Ordinance No. 2026-13, an ordinance amending Section 125-84(i) of the Rogers City Code related to swimming pools, hot tubs, and spas. The amendment aligns the City's regulations with the Minnesota State Building Code. It retitles the section to include hot tubs and spas, adopts the building code's barrier and gate safety standards, restates the required setback as a single measurement from the pool, hot tub, or spa to the nearest lot line rather than an added five feet, clarifies the exceptions for above-ground and temporary pools, and reduces the maximum barrier height from eight feet to six feet to match the City's general fence standard.

The full text of the Ordinance may be reviewed at City Hall, located at 22350 South Diamond Lake Road, Rogers, MN 55374. The ordinance can also be viewed online at our website <http://rogersmn.gov>.

Moved by Councilmember _____, seconded by Councilmember _____;

The following voted in favor of said resolution:

The following voted against the same:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the City Clerk dated this 14th day of July, 2026.

ATTEST:

Shannon Klick, Mayor

Stacie Brown, City Clerk



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 14, 2026

Agenda Item: 7.2

Subject: Approve Change Order Nos. 2, 3, and 4 for Fletcher Bypass, City Project No. 1409

Prepared By: Mike Albers, Assistant City Engineer

Recommended Council Action

Motion to Approve Change Order Nos. 2, 3, and 4 for Fletcher Bypass, City Project No. 1409

Overview / Background / Analysis

The City of Rogers, in collaboration with Hennepin County, is leading the design and construction of Fletcher Bypass, which realigns a 3/4 mile segment of Fletcher Lane, generally between 1,600' south of Territorial Road (County Road 159) and County State Aid Highway (CSAH) 81. The project is designed to enhance traffic operations, improve roadway safety, and provide enhanced pedestrian and bicycle facilities. On August 26, 2025, the City Council awarded a contract to C.S. McCrossan Construction, Inc. of Maple Grove, Minnesota for the above referenced improvement. The original contract amount was \$6,124,677.78. The total estimated project cost at the time of bid award including contingencies, right of way, railroad crossing, wetland mitigation, administration, engineering and legal, was \$10,100,000 representing a 24.3 percent decrease from the \$13.35 million estimated in the City's 2024 Capital Improvement Program.

On June 9, 2026, the City Council approved Change Order No. 1 in the amount of \$58,000, increasing the contract amount to \$6,182,677.78.

The attached Change Order Nos. 2, 3, and 4 were necessary during construction of the street and utility improvements for the Fletcher Bypass project.

- Change Order No. 2 in the amount of \$396,924.20 is for additional subgrade correction, discing the subgrade to a depth of approximately 12 inches rather than the contract requirement of 6 inches, installation of MnDOT Type 9 geotextile fabric, and installation of supplemental subsurface drainage to intercept and convey groundwater within the project limits due to the discovery of poor/wet soils.
- Change Order 3 in the amount of \$47,330.66 is for potholing, removal of the existing field drain tile that is unsuitable to remain beneath the proposed roadway section, and installation of new drain tile parallel to the roadway to restore the existing field drainage system. This change order also includes the installation of 4-inch drain tile along the south side of the distribution slab, which

was approved as part of Change Order No. 1, to prevent water from becoming trapped adjacent to the slab.

- Change Order 4 in the amount of \$169,350 is for muck excavation that has been encountered near the CSAH 81 ditch and the railroad tracks. Due to the poor quality of the underlying soil and the proposed grading requirements, this material must be removed.

The combined amount of Change Order Nos. 2-4 is \$613,604.86 increasing the contract amount from \$6,182,677.78 to \$6,796,282.64. The cumulative value of Change Order Nos. 1-4 is \$671,604.86 which represents an increase of 10.97 percent over the original contract amount. The cost of Change Order Nos. 1-4 will be split 50/50 between the City and County funding in accordance with the project funding agreement.

Staff Recommendation

Motion to Approve Change Order Nos. 2, 3, and 4 for Fletcher Bypass, City Project No. 1409

Financial Impact: \$613,604.86

Source Fund: MSA, 401, 402, Hennepin County Funds

Budgeted? Yes

Supporting Documentation

- A. Fletcher Bypass - Change Order 2
- B. Fletcher Bypass - Change Order 3
- C. Fletcher Bypass - Change Order 4

SP 238-020-007, 238-137-001, SP 027-716-012		Minn. Project No. CDS 2724 (170)	Change Order No. 2
Project Location: Fletcher Bypass Project			
Local Agency: City of Rogers		Local Project No. 1409	
Contractor: C.S. McCrossan Construction, Inc.		Contract No.	
Contractor Address: 7865 Jefferson Highway Maple Grove, MN 55369			
Total Change Order Amount: \$396,924.20			

Issue:

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.

The Engineer, in coordination with the City of Rogers, Hennepin County, and the Contractor, determined that the addition of MnDOT Type 9 geotextile fabric is necessary to support the proposed roadway section over areas of wet, saturated clayey soils. Initial contract requirements included performing 6 inches of discing and drying; however, these efforts did not result in measurable improvement in subgrade moisture conditions. The project is located within an agricultural field containing extensive existing drain tile systems, which has made effective drying of the in-place soils difficult due to continuous moisture migration. A geotechnical engineering memorandum dated May 6, 2026, outlines a revised subgrade preparation approach consisting of discing the subgrade to a depth of approximately 12 inches, followed by recompaction over a period of one to two days. A test roll is then to be performed using a TR-10 truck to evaluate subgrade stability. If the test roll does not meet performance criteria, an additional day of discing and recompaction is to be completed, followed by repeat testing.

Acceptance criteria established in the memorandum indicate that rutting or deflection less than 4 inches does not require additional subgrade correction. Observed deflections exceeding 4 inches indicate unsuitable subgrade conditions and require corrective measures, including removal of approximately 1 foot of subgrade material, placement of Type 9 geotextile fabric, and installation of an additional 1 foot of select granular embankment to provide adequate structural support.

In addition, the memorandum recommends installation of supplemental subsurface drainage to intercept and convey groundwater within the project limits. This additional work requires connecting the subsurface drainage pipe into many of the storm sewer structures. New drain tile systems have been incorporated into the design and are shown on plan sheets 163R, 164R, and 165R.

As a second addition, and in accordance with a memorandum dated May 15, 2026, the presence of saturated, wet in-place soils prompted a geotechnical engineer to recommend a reduction in required utility trench compaction. Specifically, the compaction requirement was modified from 100 percent Standard Proctor Maximum Dry Density to 95 percent Standard Proctor Maximum Dry Density. This revision impacts MnDOT Table 2106.3-4 – Required Compaction, Line 4, which governs compaction requirements for all depths within excavation trenches and structure backfill under Specification 2451, "Structure Excavations and Backfills."

This work will be considered "Contract Revisions" as provided for by Specification 1402. Payment for this work will be at negotiated unit prices and contract unit prices, as shown in the estimate of cost. This cost includes all labor, equipment, materials, and allowable Prime Contractor mark-up to complete the work as specified herein.

Contract Time: Will be negotiated on a future Change Order

Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)						
Group/Funding Category**	Item No.	Description	Unit	Unit Price	+ or – Quantity	+ or – Amount \$
Federal Eligible / SP 238-020-007 & 027-716-012 - Group 1	2106.507	EXCAVATION - SUBGRADE	C Y	\$3.30*	1500	\$4,950.00
Federal Eligible / SP 238-020-007 & 027-716-012 - Group 1	2106.507	SELECT GRANULAR EMBANKMENT (CV)	C Y	\$25.00*	1500	\$37,500.00



STATE AID FOR LOCAL TRANSPORTATION
CHANGE ORDER

Rev. December 2024

Page 2 of 3

Federal Eligible / SP 238-020-007 & 027-716-012 - Group 1	2108.504	GEOTEXTILE FABRIC TYPE 9	S Y	\$6.05	31864	\$192,777.20
Federal Eligible / SP 238-020-007 & 027-716-012 - Group 1	2123.510	DISK HARROW	HOU R	\$99.00	80	\$7,920.00
Federal Eligible / SP 238-020-007 & 027-716-012 - Group 1	2502.503	4" PERF PE PIPE DRAIN	L F	\$13.10*	4500	\$58,950.00
Federal Eligible / SP 238-020-007 & 027-716-012 - Group 1	2503.602	STORM SEWER CONNECTION - DT	EACH	\$270.00	30	\$8,100.00
Federal Eligible / SP 238-137-001 - Group 2	2106.507	EXCAVATION - SUBGRADE	C Y	\$3.30*	500	\$1,650.00
Federal Eligible / SP 238-137-001 - Group 2	2106.507	SELECT GRANULAR EMBANKMENT (CV)	C Y	\$25.00*	500	\$12,500.00
Federal Eligible / SP 238-137-001 - Group 2	2108.504	GEOTEXTILE FABRIC TYPE 9	S Y	\$6.05	10140	\$61,347.00
Federal Eligible / SP 238-137-001 - Group 2	2123.510	DISK HARROW	HOU R	\$99.00	20	\$1,980.00
Federal Eligible / SP 238-137-001 - Group 2	2502.503	4" PERF PE PIPE DRAIN	L F	\$13.10*	500	\$6,550.00
Federal Eligible / SP 238-137-001 - Group 2	2503.602	STORM SEWER CONNECTION - DT	EACH	\$270.00	10	\$2,700.00
Net Change this Change Order						\$396,924.20

*Bid Unit Pricing

**Group/funding category is required for federal aid projects

Contractor:  Date: 7/8/26

Print Name: Gant Kuhl Phone: 563-260-2544

Project Engineer:  Date: 7/7/2026

Print Name: Paul Kyle Phone: 612-360-1310

City of Rogers: Michael Albers Date: 7/8/2026

Print Name: Mike Albers Phone: 763-428-8580

Hennepin County: Nariman Vanaki Date: 7/8/2026
Print Name: Nariman Vanaki Phone: 612-596-0291

DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: ☐ Federal Funding ☐ State Aid Funding ☐ Local funds

District State Aid Engineer: _____ Date: _____



SP 238-020-007, 238-137-001, SP 027-716-012		Minn. Project No. CDS 2724 (170)	Change Order No. 3
Project Location: Fletcher Bypass Project			
Local Agency: City of Rogers		Local Project No. 1409	
Contractor: C.S. McCrossan Construction, Inc.		Contract No.	
Contractor Address: 7865 Jefferson Highway Maple Grove, MN 55369			
Total Change Order Amount: \$47,330.66			

Issue:

In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions.

The Engineer, in concurrence with the City of Rogers and Hennepin County, and the Contractor, agrees that potholing of the existing field drain tile is necessary to determine its location and elevations to support development of a permanent design. Due to the material type of the existing drain tile, it is not suitable to remain beneath the proposed roadway section. Plan Sheet 164R identifies the revised drain tile locations, sizes and proposed connections. Real-time as-built information was collected during construction and will be incorporated into the final record drawings.

It was also determined that a 4" drain tile was necessary along the south side of the distribution slab to prevent water from becoming trapped adjacent to the slab. The drain tile was installed along the south side of the distribution slab and connected to Drainage Structure 5003. Plan Sheet 164R identifies the drain tile location, size and proposed connection. Real-time as-built information was collected during construction and will be incorporated into the final record drawings.

This work will be considered "Contract Revisions" as provided for by Specification 1402. Payment for this work will be at Force Account, as shown in the estimate of cost. This cost includes all labor, equipment, materials, and allowable Prime Contractor mark-up to complete the work as specified herein.

Contract Time: is not changed

Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)

Group/Funding Category**	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
Federal Eligible / SP 238-020-007 & 027-716-012 - Group 1	1402.601	FORCE ACCOUNT	L S	\$47,330.66	1	\$47,330.66
Net Change this Change Order						\$47,330.66

****Group/funding category is required for federal aid projects**

Contractor: Paul Kyle Date: 7/8/26

Print Name: Grant Kuhl Phone: 563-210-2544

Project Engineer: Paul Kyle Date: 7/7/2026

Print Name: Paul Kyle Phone: 612-360-1310

City of Rogers: Michael Albers Date: 7/8/2026

Print Name: Mike Albers Phone: 763-428-8580



Hennepin
County:

Nariman Vanaki

Date:

7/8/2026

Print Name:

Nariman Vanaki

Phone:

612-596-0291

DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for **FUNDING PURPOSES ONLY** and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: ☐ Federal Funding ☐ State Aid Funding ☐ Local funds

District State Aid Engineer:

Date:



SP 238-020-007, 238-137-001, SP 027-716-012		Minn. Project No. CDS 2724 (170)	Change Order No. 4
Project Location: Fletcher Bypass Project			
Local Agency: City of Rogers		Local Project No. 1409	
Contractor: C.S. McCrossan Construction, Inc.		Contract No.	
Contractor Address: 7865 Jefferson Highway Maple Grove, MN 55369			
Total Change Order Amount: \$169,350.00			
Issue: In accordance with the terms of this Contract, you are hereby authorized and instructed to perform the work as altered by the following provisions. The Engineer, in coordination with the City of Rogers, Hennepin County, and the Contractor, agreed that muck has been encountered near CSAH 81 and the railroad tracks. Due to the poor quality of the underlying soil and the proposed grading requirements, this material must be removed. The work includes excavation and disposal of unsuitable material, hauling, and replacement with select granular borrow or common embankment to provide a stable foundation for the planned improvements. Locations of different types of fills will be documented in the project as-builts. This work will be considered "Contract Revisions" as provided for by Specification 1402. Payment for this work will be at negotiated unit prices and bid unit prices, as shown in the estimate of cost. This cost includes all labor, equipment, materials, and allowable Prime Contractor mark-up to complete the work as specified herein. Contract Time: Time to be negotiated on a future Change Order			

Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)						
Group/Funding Category**	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
Federal Eligible / SP 238-020-007 & 027-716-012 - Group 1	2106.607	MUCK EXCAVATION WITH SELECT GRANULAR EMBANKMENT	C Y	\$63.85	2000	\$127,700.00
Federal Eligible / SP 238-020-007 & 027-716-012 - Group 1	2106.607	MUCK EXCAVATION WITH COMMON EMBANKMENT	C Y	\$41.65	1000	\$41,650.00
Net Change this Change Order						\$169,350.00

**Group/funding category is required for federal aid projects

Contractor:		Date:	7/8/26
Print Name:	Grant Kuhl	Phone:	563-210-2544
Project Engineer:		Date:	7/7/2026
Print Name:	Paul Kyle	Phone:	612-360-1310
City of Rogers:		Date:	7/8/2026
Print Name:	Mike Albers	Phone:	763-428-8580



Hennepin County: Nariman Vanaki Date: 7/8/2026
Print Name: Nariman Vanaki Phone: 612-596-0291

DSAE Portion: The State of Minnesota is not a participant in this contract. Signature by the District State Aid Engineer is for FUNDING PURPOSES ONLY and for compliance with State and Federal Aid Rules/Policy. Eligibility does not guarantee funds will be available.

This work is eligible for: ☐ Federal Funding ☐ State Aid Funding ☐ Local funds

District State Aid Engineer: _____ Date: _____