



AGENDA

Rogers City Council

July 28, 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 July 14, 2026 City Council Meeting Minutes

5.2 Approval of Bills and Claims

5.3 Setting the August 3rd Planning Commission Meeting as a Joint Planning Commission and City Council Meeting for Discussion on the 2050 Comprehensive Plan

5.4 Setting August 25th, 2026 at 4:00 PM as the Appeal Hearing Date for the Revocation of the Conditional Use Permit for the Property at 20775 Territorial Road (Lloyds Cylinder Head Repair)

5.5 Items Related to Brockton Meadows Townhomes Association

- Approve Agreement Regarding Transfer of Certain Improvements

Between Homeowner's Association and City of Rogers - Brockton
Meadows Townhomes Association

- Accept Permanent Street Easement on Prairieview Drive from Savanna Drive to 770' East of Savanna Drive

5.6 Approve MnDOT Permits to Construct for TH 101 Pavement Rehabilitation, City Project No. 2611

5.7 Approval of a Drainage and Utility, Trail, Sidewalk, and Signage Easement for Lots 1–2, Block 1, Asguard Addition

5.8 Approval of Resolutions Decertifying Tax Increment Financing Districts No. 12, 14, and 15

- Resolution 2026-70 Decertifying TIF District No. 12
- Resolution 2026-71 Decertifying TIF District No. 14
- Resolution 2026-72 Decertifying TIF District No. 15

5.9 Approval of a Retail Cannabis Business Registration for JA Minny, LLC at 21753 S Diamond Lake Rd

5.10 Approval of Temporary On-Sale Liquor License for Mary Queen of Peace Catholic Church for September 26-27, 2026

5.11 Approval of Internet Service Provider Agreement with Arvig

5.12 Approval of Resolution 2026-58 Authorizing a Letter of Credit Reduction for Northview Preserve Early Grading Agreement and Subdivision Agreement

5.13 Setting a Workshop of the City Council for Monday, August 10, 2026, at 1:00 p.m. at the Rogers Police Department, 21860 Industrial Court, Rogers, MN

6. PUBLIC HEARINGS

6.1 Public Hearing and Consideration of a Request to Vacate Certain Drainage & Utility Easements and Establish New Drainage & Utility Easements Related to the Asguard Development

6.2 Public Hearing and Consideration of a Request to Vacate Certain Drainage and Utility Easements and Establish New Drainage and Utility Easements Related to the Twin City Hose Expansion at 20615 Commerce Blvd

7. GENERAL BUSINESS

7.1 Items Related to City Hall and Police Department Civic Campus Bid Package #2, City Project No. 2202

- Accept Bids for Bid Package #2 including Alternate #02 (lightning protection) for \$75,000
- Approve Guaranteed Maximum Price (GMP) Amendment #2 for Bid Package #1 to Include Bid Package #2

7.2 Items Related to Park Maintenance II - MEO Position

- Approve Filling of Programmed 2027 Park Maintenance II - MEO Position in 2026
- Approve Hiring of Eric Kolles to the Position of Park Maintenance II - MEO

8. OTHER BUSINESS

9. CORRESPONDENCE AND REPORTS

10. ADJOURN



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 28, 2026

Agenda Item: 5.1

Subject: Approval of July 14, 2026 City Council Meeting Minutes

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to approve the July 14, 2026 City Council meeting minutes.

Overview / Background / Analysis

Staff Recommendation

Motion to approve the July 14, 2026 City Council meeting minutes.

Financial Impact:

Source Fund:

Budgeted?

Supporting Documentation

A. 07142026min

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, July 14, 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, and Amy Enga
Council excused: Joel Brockman

Staff present: Steve Stahmer, Administrator; Stacy Scharber, Assistant City Administrator/HR Director; Jason Foster, Deputy Chief of Police; Doran Cote, Public Works Director/City Engineer; Mike Bauer, Parks and Recreation Director (via Teams); Brett Angell, Community Development Director; and Stacie Brown, City Clerk.

2. OPEN FORUM

No one came forward.

3. PRESENTATIONS

None.

4. APPROVE AGENDA

Councilor Jullie moved, Councilor Enga seconded a motion to approve the agenda as submitted. Motion carried 4-0.

5. CONSENT 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

Councilor Enga removed Item 5.7 from the Consent Agenda for separate discussion.

Councilor Jullie moved, Councilor Enga seconded a motion to approve the Consent Agenda as amended. Motion carried 4-0.

Item 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 North, and Authorize Execution of Site Improvement Performance Agreement

Councilor Jullie asked for a summary of the proposed project related to Item 5.7, and prospective traffic impacts. Community Development Director Angell explained that religious assembly is permitted within residential zoning districts, and this project would involve converting a single-family home to religious use. He noted that there are plans to reconstruct Brockton Lane, and at that time the property will connect to the sewer.

This will be a small gathering space, with the potential for larger development in the future needing turn lanes.

Angell stated that based on the overall size and occupancy load, the project does not trigger a need for turn lanes at this time. Councilor Enga inquired about the occupancy level of the structure. The current plans would involve gutting the house and rebuilding to bring it to compliance. The architect will be determining occupancy, and at this time, it is expected to be up to 20 people.

Mayor Klick inquired about signage, and Angell confirmed that any signage would need to comply with the code and permitting would be required. Enga asked about the septic system. Angell noted that a condition in the Resolution addresses the septic system, requiring proper inspection from Hennepin County. This has been reviewed by

Hennepin County, with a requirement to connect to city services within the next three years.

Enga asked if the parking area would be paved. Angell stated it will initially be gravel but paved within the next year. Jullie asked about the assembly frequency and restrictions. Angell explained there is not a restriction specified for activity or frequency. However, it's expected to be a larger gathering once per week. The Planning Commission recommended approval, and Enga noted that with this being a permitted use, a Public Hearing is not required.

Jullie asked if there were any concerns that hadn't been addressed. Angell stated that, based on code, the applicant has followed the prescribed process, and has been amenable to items brought forward by the City. The connection to utilities was a longer discussion, with the City preferring to have the connection made within the year.

Councilor Jullie moved, Councilor Enga seconded a motion to approve Resolution 2026-65; Approving a Site Plan Request to Convert a Single-Family Residence to an Assembly Use at

13620 Brockton Lane North and authorize execution of a Site Improvement Performance Agreement. Motion carried 4-0.

6. PUBLIC HEARINGS

None.

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**

Community Development Director Angell shared an overview of proposed amendments to the City code related to swimming pools, hot tubs and spas. He explained this is a staff-driven process with the goal of bringing the code into alignment with the Minnesota State Building Code, with the proposed changes set forth in Ordinance No. 2026-13.

Angell explained that the current language in Sec. 125-84(i) of the Code contains inconsistencies with the present building code and does not carry out several of the safety standards the State now requires. The current language does not include any standards for hot tubs or spas. Additionally, the pool setback includes an extra five feet added on top of the other required yard setbacks, which has caused confusion as residents are exploring installation of pools.

Mayor Klick inquired about existing pools, and Angell explained there would have already been fencing requirements for those pools. However, there are provisions within state statutes that allow for retractable covers. A permit is needed to install a pool, so the fencing would be reviewed at the point of permitting. Anyone not having a fence would already be in violation of the code.

Councilor Enga moved, Mayor Klick seconded a motion to Approving Ordinance 2026-13, amending Section 125-84(i) Swimming Pools, Hot Tubs and Spas, and Resolution 2026-67, Authorizing Summary Publication of Ordinance 2026-13. Motion carried 4-0.

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

Public Works Director/City Engineer Cote shared the background of the Fletcher Bypass project, including funding and bid details, and the awarding of a contract to C.S. McCrossan Construction for the improvement.

Cote reviewed the three change orders being presented for the Council's consideration:

- Change Order No. 2 in the amount of 396,924.20 for additional subgrade correction.
- Change Order No. 3 in the amount of \$47,330.66 for potholing, removal of existing field drain tile, and installation of new drain tile to restore the existing field draining system.
- Change Order No. 4 in the amount of \$169,350.00 for muck excavation encountered near the CSAH 81 ditch and the railroad tracks.

Councilor Eiden asked if the amounts in the staff report were the city's half or the grand total. Cote confirmed the amounts are the total, adding that the City has been reimbursed by Hennepin County. Everything will be trued up at the end of the project and split again. Councilor Jullie noted this is not unusual, and with contingencies not being an option, the costs are not surprising. He asked if they were past any other unknown soil conditions. Cote stated three more change orders are anticipated related to stormwater, conduit sizing, and subgrade connections in areas around the Territorial roundabout.

Jullie inquired about the road closing at 81 and Fletcher Bypass. Cote explained that the roundabout has to be opened before that closure can occur, and the City is working with MnDOT on possibly using I-94 as a detour. Signs will be put up two weeks prior to the closure. Jullie asked about the status with the railroad crossing. Cote stated they have an internal issue with supplies but are currently working on the crossing.

Eiden asked if the railroad would sound their horn, and Cote said a quiet zone could be requested. This would be a separate process which would need to be done later, as it currently wouldn't meet criteria.

Councilor Eiden moved, Councilor Jullie seconded a motion to Approve Change Order Nos. 2, 3, and 4 for Fletcher Bypass, City Project No. 1409. Motion carried 4-0.

8. OTHER BUSINESS

None.

9. CORRESPONDENCE AND REPORTS

None.

10. ADJOURN

Mayor Klick adjourned the meeting at 7:33 p.m.

Respectfully submitted,

Stacie Brown
City Clerk



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 28, 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. 07-10-2026 Checks #97972-97999 & ACH Payments
- C. 07-10-2026 Checks #98000-98021 - UB Overpayments
- D. 07-17-2026 Checks #98022-98081 & ACH Payments

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

City Payroll Checks, Taxes & Misc Fees Paid

7/9/2026 ADP Child Support/Garnishment	124.62
7/9/2026 ADP Direct Deposits	297,488.23
7/10/2026 ADP Fees	1,850.60
7/10/2026 ADP Fees	1,286.35
7/10/2026 ADP Fees	1,160.70
7/9/2026 ADP Payroll Taxes	119,152.51
7/9/2026 Associated Bank FSA/DCAP	202.00
7/20/2026 Associated Bank FSA/DCAP	548.40
7/21/2026 Associated Bank FSA/DCAP	17.71
7/10/2026 Associated Bank FSA & DCAP Participant Fees	60.00
7/13/2026 ICMA Deferred Compensation	3,125.00
7/10/2026 Associated Bank Health Plan Fund	7,220.94
7/10/2026 Associated Bank Health Plan Fund	5,100.00
7/13/2026 PERA	84,658.25
7/13/2026 State of MN HCSP	4,685.23
7/13/2026 State of MN - Deferred Comp	14,186.00
Payroll & Misc Fee Expenditures	<u>540,866.54</u>

City Checks & ACH Paid

7/10/2026 City Checks & ACH Paid (97972-97999)	277,364.11
7/10/2026 City Checks UB Overpayments (98000-98021)	1,307.49
7/17/2026 City Checks & ACH Paid (98022-98081)	811,281.16
City Misc ACH/Wires Paid	<u>1,089,952.76</u>

7/16/2026 Civic Pay ACH Fees Utility Billing	35.78
7/14/2026 Building Permit Surcharge	26,853.31
7/13/2026 Wells Fargo Client Analysis Fees	1,998.79
7/17/2026 MNDOR - City Sales Tax	3,198.00
7/16/2026 MNDOR - Water Sales Tax	7,550.00
City ACH/Wire Expenditures	<u>39,635.88</u>

Liquor Misc AC City Total To Be Approved

1,670,455.18

7/15/2026 MNDOR - Liquor Sales Tax	44,262.00
Liquor ACH/Wire Expenditures	<u>44,262.00</u>

Liquor Total to Be Approved

44,262.00



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 28, 2026

Agenda Item: 5.3

Subject: Setting the August 3rd Planning Commission Meeting as a Joint Planning Commission and City Council Meeting for Discussion on the 2050 Comprehensive Plan
Prepared By: Brett Angell, Community Development Director

Recommended Council Action

Motion to set the August 3rd Planning Commission meeting as a joint Planning Commission and City Council meeting for discussion on the 2050 Comprehensive Plan.

Overview / Background / Analysis

In early 2026, the City of Rogers selected a consultant team of TC2, SRF, and Landform to assist with the 2050 Comprehensive Plan update process. The 2050 Comprehensive Plan will set the vision and plan for future growth and development of the community over the next couple of decades. Per statutory requirements, the city is required to update its comprehensive plan on a decennial basis. The update process is guided by the Metropolitan Council, which sets the baseline requirements of what elements need to be included in the plan update.

Over the past few weeks, city staff and TC2 have conducted early public engagement related to the plan update. This includes an online survey as well as a few pop-up events where residents were asked to provide feedback on different areas of how they view the community. Community engagement will take place throughout the comprehensive plan update with variations on what is being asked based upon the status of where the update is at in the overall process.

The August 3rd meeting will be a joint Planning Commission and City Council meeting to discuss the feedback received to date and look to set the overall themes for what the comprehensive plan update will address. This joint meeting will be in the place of the regularly scheduled Planning Commission meeting.

Staff Recommendation

Staff recommends the City Council set the August 3rd meeting of the Planning Commission as a joint City Council and Planning Commission meeting for the purposes of discussing the 2050 Comprehensive Plan.

Financial Impact: Not applicable.

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation
None



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 28, 2026

Agenda Item: 5.4

Subject: Setting August 25th, 2026 at 4:00 PM as the Appeal Hearing Date for the Revocation of the Conditional Use Permit for the Property at 20775 Territorial Road (Lloyds Cylinder Head Repair)

Prepared By: Brett Angell, Community Development Director

Recommended Council Action

Motion to set Thursday, August 25th at 4:00 PM at the Rogers Community Room as the appeal hearing date for the revocation of the CUP for the property at 20775 Territorial Road (Lloyds Cylinder Head Repair).

Overview / Background / Analysis

The City of Rogers received complaints and subsequently verified the complaints related to city code and conditional use permit violations present at the property at 20775 Territorial Road. Details related to the violations can be found below. On April 10th, 2026, the city sent a first notice of violations to the property owner with a deadline of May 10th to come into compliance with the city code and the conditional use permit or provide a defined plan for compliance. On May 11th, 2026, the city sent a second notice of violation to the property owner with a deadline of June 1st. Neither warning notice was answered. On June 24th, 2026, a notice of CUP revocation was hand-delivered to the property owner by the Rogers Police Department detailing that the CUP is hereby revoked effective July 10, 2026. Per City Code Section 125-24, the property owner is allowed 10 days to submit a written appeal requesting a hearing for the CUP revocation. On July 9th, the property owner submitted an appeal requesting a hearing on the CUP revocation on the basis of lack of notice (property owner claims the first two warning letters were not received), insufficient time to achieve compliance, that since receiving notice there has been progress, and a desire for clarification on violations.

Violations Present

Violations present that were noted for the subject property include:

- Conditional Use Permit — per the approved Conditional Use Permit in 2016, outdoor storage of vehicles, scrap, equipment, and other materials has drastically expanded above the approved limits of the CUP. No more than 5 vehicles are allowed to be stored on site.
- Conditional Use Permit — operations of the business have expanded and encroached on to 20735 Territorial Road, which the CUP does not include and cannot be used for the operations of the business.
- Conditional Use Permit screening is in disrepair and does not adequately screen the use.

- Outdoor Storage — Section 125-84(e)(1), Section 125-84(e)(6), and Section 125-83(B)(3)
- Parking Surface and Inoperable Vehicles — Section 125-86(g) and Section 125-86(b)(3)
- Illegal Dwellings on Site — Section 125-89(a)(1) — dwelling units have been added to accessory buildings which are not permitted by code.
- Unpermitted Accessory Structures — accessory buildings above what was approved in the site plan have been added to the site.
- Property Maintenance — Section 26-41

It is noted that the violations as listed above correspond to direct city code and CUP violations and do not include additional potential building and fire code and/or police-related violations.

Action Request

Per the Rogers City Code, the City Council has to set the date and timing for the appeal hearing. This item would set Thursday, August 25th at 4:00 PM as the hearing date and time (before the council meeting that evening). At the hearing, the City Council will receive additional details from staff and hear the petition by the property owner, Jeffrey Llyod. Council will make a determination of next steps and the CUP revocation.

Staff Recommendation

Staff recommends the City Council set Thursday, August 25th at 4:00 PM at the Rogers Community Room as the appeal hearing date for the revocation of the CUP for the property at 20775 Territorial Road.

Financial Impact: Not Applicable.

Source Fund: Not Applicable.

Budgeted? N/A

Supporting Documentation

None



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 28, 2026

Agenda Item: 5.5

Subject: Items Related to Brockton Meadows Townhomes Association

- Approve Agreement Regarding Transfer of Certain Improvements Between Homeowner's Association and City of Rogers - Brockton Meadows Townhomes Association
- Accept Permanent Street Easement on Prairieview Drive from Savanna Drive to 770' East of Savanna Drive

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

Recommended Council Action

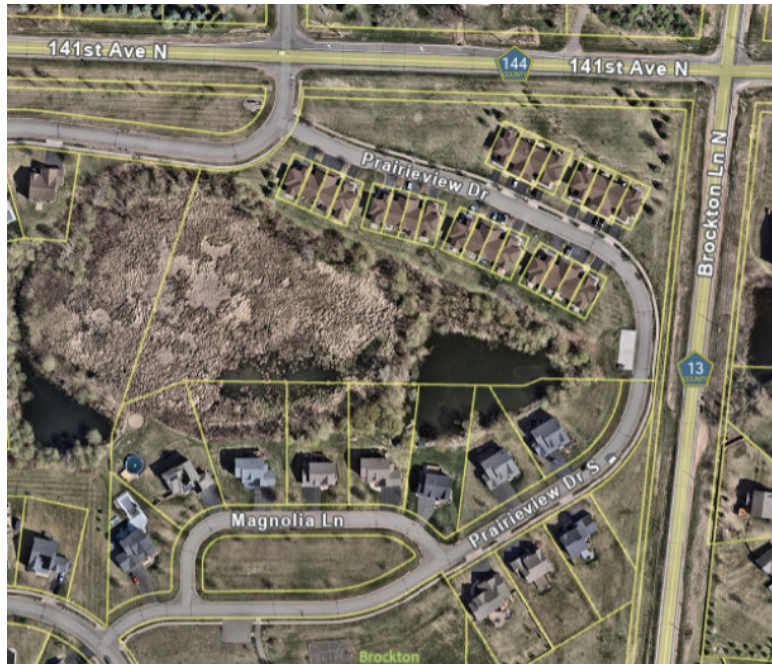
- Motion to Approve Agreement Regarding Transfer of Certain Improvements Between Homeowner's Association and City of Rogers - Brockton Meadows Townhomes Association
- Motion to Accept Street Street Easement on Prairieview Lane from Savanna Drive to 770' East of Savanna Drive

Overview / Background / Analysis

On April 25, 2023 the City Council considered and approved a Policy Relating to Accepting Private Streets into the City Street System. This policy defines the conditions under which the City Council will consider accepting private streets into the City system. At that time, staff had determined that only the private streets in the following subdivisions or portions of the subdivision potentially meet the criteria of this policy and will be considered if requested: Brockton Meadows, Villas of Lyndhaven Meadows, Villas at Rivers Edge, Dutch Knolls and Mallard South. Villas of Lyndhaven Meadows HOA has had their previously private street accepted public street. The City Council approved that agreement and easement on August 8, 2023.

Since the approval of the policy and accepting the Villas of Lyndhaven Meadows private street, staff has been working with a representative of the Brockton Meadows Townhomes HOA to satisfy the conditions of the policy and bring their private street into the City's street system as a public street. The HOA has met all the conditions of the policy, executed the Agreement Regarding Transfer of Certain Improvements Between Homeowner's Association and City of Rogers and provided and acceptable Prairieview Drive Street Easement. Both documents are attached to this report and are recommended for approval and acceptance. Since the HOA performed all the activities contemplated under Article 3.02 of the Agreement, there was no escrow required.

Brockton Meadows Townhomes



Brockton Meadows is similar to the Villas of Lyndhaven Meadows in that the northeast corner of the development was originally platted in 2005 as part of Brockton Meadows First Addition and was to be 64 attached townhomes with 16-4-plexes with a private street maintained by an association. The street, as designed and built, generally met the city's standards at that time. A portion of the street is platted as right-of-way and maintained by the city (see above).

In 2006 the townhomes were platted as condominiums with Brockton Meadows Second Addition. By 2012 the majority of the single-family lots have been developed and continued to develop. The townhouse style portion of the plat had not been fully developed due to economic considerations, with only 6-4 plex buildings being completed. In 2012, a different developer proposed a new subdivision, Brockton Meadows Fourth Addition, to create 11 single-family lots and one outlot (common area) and developed the lots with traditional single-family homes. The private street was retained in the townhome portion of the development but was platted as right-of-way within the new single-family development.

Staff Recommendation

- Motion to Approve Agreement Regarding Transfer of Certain Improvements Between Homeowner's Association and City of Rogers - Brockton Meadows Townhomes Association

- Motion to Accept Permanent Street Easement on Prairieview Drive from Savanna Drive to 77' East of Savanna Drive

Financial Impact: N/A

Source Fund: N/A

Budgeted? N/A

Supporting Documentation

- A. POLICY RELATING TO ACCEPTING PRIVATE STREETS VERSION 2
- B. Brockton Meadows Agreement
- C. Street Easement_Brockton Meadows - Assoc Draft



POLICY RELATING TO ACCEPTING PRIVATE STREETS INTO CITY STREET SYSTEM

Purpose

The City Council desires to establish its position on considering the acceptance of existing private streets into the City street system.

Background

The City has a few miles of privately-owned streets for which the City provides no maintenance services. Periodically, the private street owners', generally homeowner's associations (HOA's), inquire about the possibility of having the City assume ownership and ongoing maintenance of their streets. This policy defines the conditions under which the City Council will consider accepting private streets into the City system. The City finds that only the private streets in the following subdivisions or portions of the subdivision potentially meet the criteria of this policy and will be considered if requested: Brockton Meadows, Villas of Lyndhaven Meadows, Villas at Rivers Edge, Dutch Knolls and Mallard South.

Policy

1. To be considered for acceptance by the City as a public street, the private street must meet the following requirements:

a) Must be able to have a defined right-of-way as a separate legal parcel or easement on a separate legal parcel.

b) Each adjacent dwelling unit must be on its own legal parcel or have a separate property identification number (PIN).

c) The private street was approved as part of the City subdivision approval process. Driveways or common drives will not be considered as private streets.

d) The minimum right-of-way is 40 feet (20 feet either side of the roadway centerline), with structure setback a minimum of 20 feet from the edge of roadway.

e) Accepting the streets must serve a public purpose.

f) The private streets must meet City design standards. If the private streets do not meet City standards, they must be upgraded in order to do so.

2. An agreement, provided by the City and in the City's format, must be approved by the majority percentage specified in homeowner's association documents to give public ownership or easement. The agreement must include all private streets which are the responsibility of an HOA. A copy of the agreement is attached hereto and made a part of this policy.

3. Upon receipt of the agreement, the City will perform an engineering study on the private streets, identifying condition, maintenance, and safety issues. A private street will be considered for acceptance into the City's street system only if the engineering study indicates that the street will not require reconstruction. If the street requires reconstruction, it must be reconstructed prior to acceptance into the City's street system. Street width will be based on neighborhood considerations and City street width standard in effect at the time of original construction.
4. If recommended by the engineering study, the City will preliminarily accept the streets. At the time of this determination, if the street requires reconstruction and the HOA requests that the City reconstruct the streets, the estimated assessment for street improvements will be calculated for each property, and neighborhood meetings will be held to explain the City's street reconstruction program to residents.
5. At the time of preliminary acceptance of the private street into the City system, if the street requires reconstruction and the HOA requests that the City reconstruct the streets, the assessment for reconstruction shall be calculated on the following basis:
 - a. Homeowner pays 70% of the total cost of the project; except the homeowner must pay 100% of cost to add concrete curb and gutter if non-existing and 100% of the storm sewer if it is determined in the engineering study to be inadequate.
 - b. City pays 30% of the total cost of the project excluding those items identified above as being assessed 100% to the homeowner.
6. The HOA must, by the vote as specified in the HOA documents, grant an easement or fee title for the right-of-way without cost to the City, free and clear of any encumbrances.
7. When accepting a private street as a public street, no special consideration for maintenance (e.g. snow removal), will be given priority over public street maintenance policies and procedures.
8. The City Council's final action to accept a private street as a public street shall be a combined action including:
 - a) Adopting the assessments for street reconstruction if required.
 - b) Accepting the easements.
 - c) Accepting the street.
 - d) Awarding a contract for street reconstruction if required.
9. The final action will occur after all required public hearings with notification to property owners.

**AGREEMENT REGARDING TRANSFER OF CERTAIN IMPROVEMENTS BETWEEN
HOMEOWNER'S ASSOCIATION AND CITY OF ROGERS**

This agreement is entered into as of _____, 2023 between the City of Rogers ("City") and [insert name of association] ("Association").

RECITALS

- A. The Association is the fee owner of certain improvements (the "Improvements") located in [insert name of development] located at [insert address].
- B. The Association wishes to transfer ownership, operation, and maintenance of the Improvements to the City.
- C. The City is willing to accept the Improvements and be responsible for their future maintenance and operation, if the Improvements meet City standards.

Now therefore in consideration of the mutual covenants and conditions set forth in this agreement, the City and the Association agree as follows:

**ARTICLE ONE
ASSOCIATION'S FORMAL REQUEST
FOR ACCEPTANCE OF IMPROVEMENTS**

- 1.01. The Improvements that the Association wishes to transfer to the City are listed in Exhibit A to this agreement.
- 1.02. The Association will field locate and mark, or will cause to have located and marked, at the Association's expense, each of the Improvements listed in Exhibit A as well as private watermain, sewer, storm sewer, electric, gas and telecommunications utilities.
- 1.03. The Association will provide to the City the as-built plans and any existing maintenance records for each of the Improvements.
- 1.04. The City will provide a preliminary indication as to whether it will accept each of the Improvements.

**ARTICLE TWO
CONDITIONS FOR ACCEPTANCE
OF IMPROVEMENTS**

- 2.01. Any Improvement under consideration for acceptance by the City must be inspected for conformance to the City's standards and for conformance to the City's standard detail specifications.

The City will not accept items that do not conform to those standards. Items that do not conform will be identified by the City and must be repaired, replaced or upgraded before acceptance by the City.

2.02. City to Upgrade Improvements. The Association may elect to have the Improvements upgraded to City standards in accordance with City's Policy Relating to Accepting Private Streets into the City System. By signing below, the Association makes known their desire to have the Improvements upgraded by the City.



The City shall, at their discretion, make the determination whether to proceed with the Improvements. The City will provide the preliminary indication as identified above, however, the City Council shall make the final determination whether to undertake the Improvements.

If the upgrades are undertaken by the City, the following requirements shall apply:

2.02.1. Assessment Agreement. The Association must approve an assessment agreement to be assessed their portion of the Improvement costs. If the assessments are challenged, the Association is responsible for all costs incurred by the City due to said challenge.

2.02.2. Association Property. The City may, at their discretion, choose to assess the Association's portion of the Improvement costs to a commonly owned property of the Association.

2.03. Association to Upgrade Improvements. The Association may elect to upgrade the Improvements so that they comply with City standards provided plans and specifications are approved by the City ("Approved Plans"). By signing below, the Association makes known their desire to have the Improvements upgraded by the Association.



If the upgrades are undertaken by the Association, the following requirements shall apply:

2.03.1. Staking, Surveying and Inspections. The Association, through its engineer, must provide all staking, surveying and inspection records for the Improvements in order to ensure that the completed Improvements conform to the Approved Plans. The City will provide for general inspection. The Association must notify the City of all tests to be performed.

2.03.2. Unsatisfactory Labor or Material. Any unsatisfactory labor or material rejected by the City must be replaced and all deficiencies corrected at the sole expense of the Association.

2.03.3. Time for Association's Performance. Improvements that require upgrading are to be completed within 90-days after the date of this Agreement, unless extended by the City

Engineer. 30-day extensions must be requested by the Association in writing with details explaining the need for the extension.

2.03.4. Maintenance of Improvements. The Association shall be responsible for all maintenance, upkeep and repair of the Improvements until such Improvements are completed and accepted by the City. The Association hereby agrees to indemnify and hold the City harmless from any and all claims for damages of any nature whatsoever arising out of Association's acts or omissions in performing the obligations imposed upon Association by this paragraph.

2.03.5. Additional Work or Materials. All work covered by this Agreement shall be done at no expense to the City. The Association shall not do any work or furnish any materials not covered by the Approved Plans unless such work is first approved by the City. Any such work or materials that may be done or furnished by the Association or its contractor without prior written order are furnished at the Association's or contractor's own risk.

2.03.6. As-built Plans. Upon completion of the work, the Association shall provide the City with a full set of as-built plans of the upgrades to the improvements in a form similar to the example provided in Appendix B for City records.

2.03.7. Final Inspection/Acceptance. Upon completion of all work required by the City Engineer or designated representative, the City Engineer and representatives of the Association's contractor and/or engineer will make a final inspection of the work. The City Engineer shall be satisfied that all work is satisfactorily completed in accordance with the Approved Plans, and the Association's engineer shall submit a written statement attesting to the same. The final approval and acceptance of the Improvements shall take the form of a resolution duly passed by the City Council on the advice of the City Engineer.

ARTICLE THREE EASEMENTS AND CITY COSTS

3.01. Easements. The Association shall provide in recordable format the necessary easements at no cost to the City. These easements shall be in a form acceptable to the City Engineer at their sole discretion. The City shall record the easements promptly after the acceptance of the work by the City Council.

3.02. Payment of City Costs. Upon execution of this Agreement, the Association shall pay a deposit into the escrow account of the City in the amount of \$5.00 (five dollars) per lineal foot of improvements to be transferred. These monies are to be used by the City to pay its out-of-pocket costs in preparing and administering this Agreement. The out-of-pocket costs to be paid shall include, but not be limited to, attorney's fees, engineering fees, and other technical or professional assistance, including the work of the City staff and employees. Whenever the balance remaining in the fund is less than \$1,000.00 (one thousand dollars), the Association shall, upon request by the City, deposit the amount required to re-establish the fund balance at \$5,000.00 (five thousand dollars). Upon completion of all work required by this Agreement, any balance remaining shall be refunded to the Association.

ARTICLE FOUR OTHER REQUIREMENTS

4.01. Indemnification. Notwithstanding anything to the contrary in this Agreement, the City, its officials, agents and employees shall not be personally liable or responsible in any manner to the Association, the Association's contractor or subcontractor, material suppliers, laborers or to any other person or persons for any claim, demand, damages, actions or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance and completion of the work required by this Agreement to be performed by the Association. The Association will save the City, its officials, agents and employees harmless from all such claims, demands, damages, or causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys fees, consulting engineering services, and other technical or professional assistance, including the work of City staff and employees. Notwithstanding the foregoing, nothing in this Agreement shall be construed to waive or limit any immunity from or limitation on liability to which the City is entitled, under Minnesota Statutes, Chapter 466 or otherwise.

4.02. Underground Utilities. The Association shall contact the electric, telephone, gas and cable companies that are authorized to provide service to the property for the purpose of ascertaining whether any of those utility providers intend to install underground lines within the development. The Association agrees to comply with applicable requirements of franchise ordinances in effect in the City, copies of which are available from the City Clerk.

4.03. After acceptance of the Improvements, the City assumes no obligation or duty to maintain them beyond the standards set out in the applicable City policies.

ARTICLE FIVE MISCELLANEOUS PROVISIONS

5.01. Amendment. Any amendment to this Agreement must be in writing and signed by both parties.

5.02. Assignment. The Association may not transfer or assign any of its obligations under this Agreement without the prior written consent of the City, which shall not be unreasonably withheld.

5.03. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement is found invalid, the remaining provisions shall remain in full force and effect.

5.04. Notices. All notices, certificates or other communications required to be given to City and Association hereunder shall be sufficiently given and shall be deemed given when delivered or when deposited in the United States mail, first class, with postage fully prepaid and addressed as follows:

To City: City of Rogers
22350 Diamond Lake Road South
Rogers, MN 55374
Attn: City Engineer

To Association:

The City and the Association, by notice given hereunder, may designate different addresses to which subsequent notice, certificate or other communications should be sent.

5.05. No Third-Party Beneficiary. This Agreement and any financial guarantees required pursuant to its terms are not intended for the benefit of any third party.

5.06. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

IN WITNESS OF THE ABOVE, the parties have caused this Agreement to be executed on the date and year written above.

CITY OF ROGERS

By _____

Its Mayor

By _____

Its City Administrator

ASSOCIATION

By _____

Its

EXHIBIT A

(List of Improvements)



POLICY RELATING TO ACCEPTING PRIVATE STREETS INTO CITY STREET SYSTEM

Purpose

The City Council desires to establish its position on considering the acceptance of existing private streets into the City street system.

Background

The City has a few miles of privately-owned streets for which the City provides no maintenance services. Periodically, the private street owners', generally homeowner's associations (HOA's), inquire about the possibility of having the City assume ownership and ongoing maintenance of their streets. This policy defines the conditions under which the City Council will consider accepting private streets into the City system. The City finds that only the private streets in the following subdivisions or portions of the subdivision potentially meet the criteria of this policy and will be considered if requested: Brockton Meadows, Villas of Lyndhaven Meadows, Villas at Rivers Edge, Dutch Knolls and Mallard South.

Policy

1. To be considered for acceptance by the City as a public street, the private street must meet the following requirements:

a) Must be able to have a defined right-of-way as a separate legal parcel or easement on a separate legal parcel. *See attached plat. A street easement description and exhibit will be prepared by a registered land surveyor. The easement shall be 50' wide (25' either side of the centerline) over Outlot A where practicable. The easement should be offset from property lines/corners by roughly 5' to 10'.*

b) Each adjacent dwelling unit must be on its own legal parcel or have a separate property identification number (PIN). *Satisfied.*

c) The private street was approved as part of the City subdivision approval process. Driveways or common drives will not be considered as private streets. *Satisfied.*

d) The minimum right-of-way is 40 feet (20 feet either side of the roadway centerline), with structure setback a minimum of 20 feet from the edge of roadway. *See 1.a. above. See attached street and storm sewer plans for street layout.*

e) Accepting the streets must serve a public purpose. *Satisfied.*

f) The private streets must meet City design standards. If the private streets do not meet City standards, they must be upgraded in order to do so. *Satisfied. Street is 32' wide back-of-curb to back-of-curb and constructed with the entire development. See attached street and storm sewer plans.*

2. An agreement, provided by the City and in the City's format, must be approved by the majority percentage specified in homeowner's association documents to give public ownership or easement. The agreement must include all private streets which are the responsibility of an HOA. A copy of the agreement is attached hereto and made a part of this policy. *See attached Agreement.*
3. Upon receipt of the agreement, the City will perform an engineering study on the private streets, identifying condition, maintenance, and safety issues. A private street will be considered for acceptance into the City's street system only if the engineering study indicates that the street will not require reconstruction. If the street requires reconstruction, it must be reconstructed prior to acceptance into the City's street system. Street width will be based on neighborhood considerations and City street width standard in effect at the time of original construction.
4. If recommended by the engineering study, the City will preliminarily accept the streets. At the time of this determination, if the street requires reconstruction and the HOA requests that the City reconstruct the streets, the estimated assessment for street improvements will be calculated for each property, and neighborhood meetings will be held to explain the City's street reconstruction program to residents.
5. At the time of preliminary acceptance of the private street into the City system, if the street requires reconstruction and the HOA requests that the City reconstruct the streets, the assessment for reconstruction shall be calculated on the following basis:
 - a. Homeowner pays 70% of the total cost of the project; except the homeowner must pay 100% of cost to add concrete curb and gutter if non-existing and 100% of the storm sewer if it is determined in the engineering study to be inadequate.
 - b. City pays 30% of the total cost of the project excluding those items identified above as being assessed 100% to the homeowner.
6. The HOA must, by the vote as specified in the HOA documents, grant an easement or fee title for the right-of-way without cost to the City, free and clear of any encumbrances.
7. When accepting a private street as a public street, no special consideration for maintenance (e.g. snow removal), will be given priority over public street maintenance policies and procedures.
8. The City Council's final action to accept a private street as a public street shall be a combined action including:
 - a) Adopting the assessments for street reconstruction if required.
 - b) Accepting the easements.
 - c) Accepting the street.
 - d) Awarding a contract for street reconstruction if required.
9. The final action will occur after all required public hearings with notification to property owners.

**AGREEMENT REGARDING TRANSFER OF CERTAIN IMPROVEMENTS BETWEEN
HOMEOWNER'S ASSOCIATION AND CITY OF ROGERS**

This agreement is entered into as of _____, 2023 between the City of Rogers ("City") and Brockton Meadows Townhomes Homeowners Association LLC, Inc. ("Association").

RECITALS

- A. The Association is the fee owner of certain improvements (the "Improvements") located in Brockton Meadows located at 19554 Prairieview Drive, Rogers, MN 55374.
- B. The Association wishes to transfer ownership, operation, and maintenance of the Improvements to the City.
- C. The City is willing to accept the Improvements and be responsible for their future maintenance and operation, if the Improvements meet City standards.

Now therefore in consideration of the mutual covenants and conditions set forth in this agreement, the City and the Association agree as follows:

**ARTICLE ONE
ASSOCIATION'S FORMAL REQUEST
FOR ACCEPTANCE OF IMPROVEMENTS**

- 1.01. The Improvements that the Association wishes to transfer to the City are listed in Exhibit A to this agreement.
- 1.02. The Association will field locate and mark, or will cause to have located and marked, at the Association's expense, each of the Improvements listed in Exhibit A as well as private watermain, sewer, storm sewer, electric, gas and telecommunications utilities.
- 1.03. The Association will provide to the City the as-built plans and any existing maintenance records for each of the Improvements.
- 1.04. The City will provide a preliminary indication as to whether it will accept each of the Improvements.

**ARTICLE TWO
CONDITIONS FOR ACCEPTANCE
OF IMPROVEMENTS**

- 2.01. Any Improvement under consideration for acceptance by the City must be inspected for conformance to the City's standards and for conformance to the City's standard detail specifications.

The City will not accept items that do not conform to those standards. Items that do not conform will be identified by the City and must be repaired, replaced or upgraded before acceptance by the City.

2.02. City to Upgrade Improvements. The Association may elect to have the Improvements upgraded to City standards in accordance with City's Policy Relating to Accepting Private Streets into the City System. By signing below, the Association makes known their desire to have the Improvements upgraded by the City.



The City shall, at their discretion, make the determination whether to proceed with the Improvements. The City will provide the preliminary indication as identified above, however, the City Council shall make the final determination whether to undertake the Improvements.

If the upgrades are undertaken by the City, the following requirements shall apply:

2.02.1. Assessment Agreement. The Association must approve an assessment agreement to be assessed their portion of the Improvement costs. If the assessments are challenged, the Association is responsible for all costs incurred by the City due to said challenge.

2.02.2. Association Property. The City may, at their discretion, choose to assess the Association's portion of the Improvement costs to a commonly owned property of the Association.

2.03. Association to Upgrade Improvements. The Association may elect to upgrade the Improvements so that they comply with City standards provided plans and specifications are approved by the City ("Approved Plans"). By signing below, the Association makes known their desire to have the Improvements upgraded by the Association.



If the upgrades are undertaken by the Association, the following requirements shall apply:

2.03.1. Staking, Surveying and Inspections. The Association, through its engineer, must provide all staking, surveying and inspection records for the Improvements in order to ensure that the completed Improvements conform to the Approved Plans. The City will provide for general inspection. The Association must notify the City of all tests to be performed.

2.03.2. Unsatisfactory Labor or Material. Any unsatisfactory labor or material rejected by the City must be replaced and all deficiencies corrected at the sole expense of the Association.

2.03.3. Time for Association's Performance. Improvements that require upgrading are to be completed within 90-days after the date of this Agreement, unless extended by the City

Engineer. 30-day extensions must be requested by the Association in writing with details explaining the need for the extension.

2.03.4. Maintenance of Improvements. The Association shall be responsible for all maintenance, upkeep and repair of the Improvements until such Improvements are completed and accepted by the City. The Association hereby agrees to indemnify and hold the City harmless from any and all claims for damages of any nature whatsoever arising out of Association's acts or omissions in performing the obligations imposed upon Association by this paragraph.

2.03.5. Additional Work or Materials. All work covered by this Agreement shall be done at no expense to the City. The Association shall not do any work or furnish any materials not covered by the Approved Plans unless such work is first approved by the City. Any such work or materials that may be done or furnished by the Association or its contractor without prior written order are furnished at the Association's or contractor's own risk.

2.03.6. As-built Plans. Upon completion of the work, the Association shall provide the City with a full set of as-built plans of the upgrades to the improvements in a form similar to the example provided in Appendix B for City records.

2.03.7. Final Inspection/Acceptance. Upon completion of all work required by the City Engineer or designated representative, the City Engineer and representatives of the Association's contractor and/or engineer will make a final inspection of the work. The City Engineer shall be satisfied that all work is satisfactorily completed in accordance with the Approved Plans, and the Association's engineer shall submit a written statement attesting to the same. The final approval and acceptance of the Improvements shall take the form of a resolution duly passed by the City Council on the advice of the City Engineer.

ARTICLE THREE EASEMENTS AND CITY COSTS

3.01. Easements. The Association shall provide in recordable format the necessary easements at no cost to the City. These easements shall be in a form acceptable to the City Engineer at their sole discretion. The City shall record the easements promptly after the acceptance of the work by the City Council.

3.02. Payment of City Costs. Upon execution of this Agreement, the Association shall pay a deposit into the escrow account of the City in the amount of \$5.00 (five dollars) per lineal foot of improvements to be transferred. These monies are to be used by the City to pay its out-of-pocket costs in preparing and administering this Agreement. The out-of-pocket costs to be paid shall include, but not be limited to, attorney's fees, engineering fees, and other technical or professional assistance, including the work of the City staff and employees. Whenever the balance remaining in the fund is less than \$1,000.00 (one thousand dollars), the Association shall, upon request by the City, deposit the amount required to re-establish the fund balance at \$5,000.00 (five thousand dollars). Upon completion of all work required by this Agreement, any balance remaining shall be refunded to the Association.

ARTICLE FOUR OTHER REQUIREMENTS

4.01. Indemnification. Notwithstanding anything to the contrary in this Agreement, the City, its officials, agents and employees shall not be personally liable or responsible in any manner to the Association, the Association's contractor or subcontractor, material suppliers, laborers or to any other person or persons for any claim, demand, damages, actions or causes of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance and completion of the work required by this Agreement to be performed by the Association. The Association will save the City, its officials, agents and employees harmless from all such claims, demands, damages, or causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys fees, consulting engineering services, and other technical or professional assistance, including the work of City staff and employees. Notwithstanding the foregoing, nothing in this Agreement shall be construed to waive or limit any immunity from or limitation on liability to which the City is entitled, under Minnesota Statutes, Chapter 466 or otherwise.

4.02. Underground Utilities. The Association shall contact the electric, telephone, gas and cable companies that are authorized to provide service to the property for the purpose of ascertaining whether any of those utility providers intend to install underground lines within the development. The Association agrees to comply with applicable requirements of franchise ordinances in effect in the City, copies of which are available from the City Clerk.

4.03. After acceptance of the Improvements, the City assumes no obligation or duty to maintain them beyond the standards set out in the applicable City policies.

ARTICLE FIVE MISCELLANEOUS PROVISIONS

5.01. Amendment. Any amendment to this Agreement must be in writing and signed by both parties.

5.02. Assignment. The Association may not transfer or assign any of its obligations under this Agreement without the prior written consent of the City, which shall not be unreasonably withheld.

5.03. Severability. The provisions of this Agreement are severable, and in the event that any provision of this Agreement is found invalid, the remaining provisions shall remain in full force and effect.

5.04. Notices. All notices, certificates or other communications required to be given to City and Association hereunder shall be sufficiently given and shall be deemed given when delivered or when deposited in the United States mail, first class, with postage fully prepaid and addressed as follows:

To City: City of Rogers
22350 Diamond Lake Road South
Rogers, MN 55374
Attn: City Engineer

To Association: Roy Jansen & Nancy Jansen
19554 Prairieview Dr
Rogers MN 55374

The City and the Association, by notice given hereunder, may designate different addresses to which subsequent notice, certificate or other communications should be sent.

5.05. No Third-Party Beneficiary. This Agreement and any financial guarantees required pursuant to its terms are not intended for the benefit of any third party.

5.06. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

IN WITNESS OF THE ABOVE, the parties have caused this Agreement to be executed on the date and year written above.

CITY OF ROGERS

By _____

Its Mayor

By _____

Its City Administrator

ASSOCIATION

By _____

Its

EXHIBIT A

Private portion of Prairieview Drive from Savanna Drive to 770' East of Savanna Drive (770 l.f.)

DECLARATION OF PERMANENT STREET EASEMENT

THIS INSTRUMENT is made this 8th day of July, 2026, by the Brockton Meadows Townhomes Association, Inc, located within the City of Rogers with a business address at PO Box 386, Rogers MN, 55374 (“Grantor”), in favor of the City of Rogers, a Minnesota municipal corporation (“City” or “Grantee”).

RECITALS

- A. Grantor is the owner of that certain real property in the City legally described in Exhibit A attached hereto (“Subject Property”).
- B. Grantor has agreed to grant a Permanent Street Easement (“Street Easement”) over across, under and through a portion of the Property (“Street Easement Area”), as legally described in Exhibit B attached hereto and as depicted in Exhibit C attached hereto, on the following terms and conditions.

TERMS OF EASEMENT

- 1. Grant of Easement. Grantor does hereby grant onto Grantee, its successors and assigns, a permanent, non-exclusive, easement for public street purposes over, across, under and through the Street Easement Area.
- 2. Scope of Easement. The Street Easement includes the right of Grantee, its contractors, agents, servants and assigns include the rights to enter upon the Street Easement Area at reasonable times to construct, reconstruct, inspect, repair, maintain and improve a public street system over, across, under and through the Street Easement Area together with the right to grade, level, fill, drain and excavate the Street Easement Area, and further right to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of the Street Easement. The Street Easement also includes

the right of the Grantee, its contractors, agents, and employees to locate, relocate, construct, operate, maintain, alter, repair, and improve street facilities within the described Street Easement Area. As used herein, "street purposes" is defined as the use of street facilities for transportation purposes by vehicles, pedestrians, non-motorized bicycles, public safety (police and fire) and public works vehicles, and electric-powered wheelchairs and small electric carts operated by physically disabled people. Grantee may, but shall not be obligated to, impose such reasonable rules, regulations and ordinances governing the use of the Street Easement as it deems appropriate and desirable.

3. Use of the Street. Grantee, its officers, employees, agents, and contractors may operate motorized vehicles within the Street Easement Area as needed to construct, reconstruct, maintain, improve, or alter the street. Grantor may use the Street Easement Area and may operate motorized vehicles on the street in Grantor's discretion for purposes of maintaining improvements related to the development of the land, provided such use does not unreasonably interfere with the use of the Street Easement Area for street purposes and does not damage the street or its related structures.
4. Non-Interference and Improvements. Grantor shall not construct any buildings, structures, or other improvements within the Street Easement Area except as is reasonably needed to accommodate its access to the Property and which do not unreasonably interfere with the use of the Street Easement Area for street purposes. Grantor shall have the right to continued access to roads, parking areas, and other improvements adjacent to the street and shall have the right to enter upon the Street Easement Area for any lawful purpose provided there is no interference with the use, maintenance, and operation of the Street Easement Area for street purposes.
5. Recordation. Grantee shall, at its own cost, record this document in a timely fashion in the office of the Hennepin County Recorder and provide the Grantor a copy of the recorded document.
6. Entire Agreement. This document sets forth the entire agreement between the parties with respect to this easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the easement.
7. Prior Encumbrances. This easement is granted subject to all prior easements or encumbrances of record.
8. Warranty of Title. The Grantors warrant they are the owners of the Property and have the right, title and capacity to convey to the Grantee the easement herein.
9. Environmental Matters. The Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants that may have existed on, or that relate to, the easement area or Property prior to the date of this instrument.

10. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, the Grantee, and their successors, and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated this 8th day of July, 2026.

[signature page follows]

GRANTOR:

BROCKTON MEADOWS, INC

Roy Jansen
Its President

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 2026, by Roy Jansen, President of Villas of Brockton Meadows Townhomes Association, 19554 Prairieview Drive, Rogers, MN 55374.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered (MDT)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

**SUBJECT PROPERTY
LEGAL DESCRIPTION**

Outlot A, Brockton Meadows Second Addition, on file and of record in the office of the County Recorder, Hennepin County, Minnesota

EXHIBIT B

STREET EASEMENT AREA LEGAL DESCRIPTION

PROPOSED PUBLIC RIGHT OF WAY:

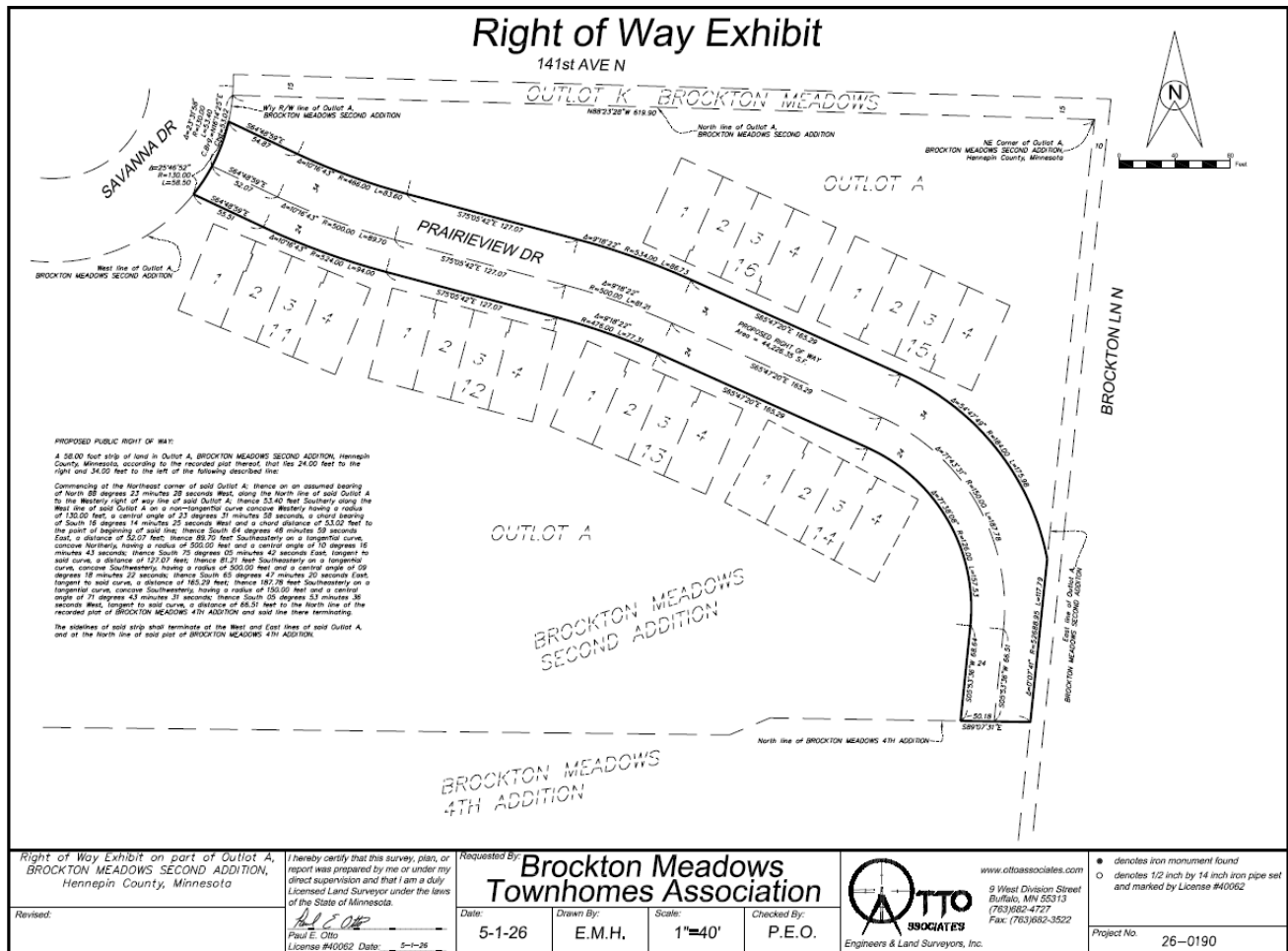
A 58.00 foot strip of land in Outlot A, BROCKTON MEADOWS SECOND ADDITION, Hennepin County, Minnesota, according to the recorded plot thereof, that lies 24.00 feet to the right and 34.00 feet to the left of the following described line:

Commencing at the Northeast corner of said Outlot A; thence an assumed bearing of North 88 degrees 23 minutes 28 seconds West, along the North line of said Outlot A to the Westerly right of way line of said Outlot A; thence 53.40 feet Southerly along the West line of said Outlot A on a non-tangential curve concave Westerly having a radius of 130.00 feet, a central angle of 23 degrees 31 minutes 58 seconds, a chord bearing of South 16 degrees 14 minutes 25 seconds West and a chord distance of 53.02 feet to the point of beginning of said line; thence South 64 degrees 48 minutes 59 seconds East, a distance of 52.07 feet; thence 89.70 feet Southeasterly on a tangential curve, concave Northerly, having a radius of 500.00 feet and a central angle of 10 degrees 16 minutes 43 seconds; thence South 75 degrees 05 minutes 42 seconds East, tangent to said curve, a distance of 127.07 feet; thence 81.21 feet Southeasterly on a tangential curve, concave Southwesterly, having a radius of 500.00 feet and a central angle of 09 degrees 18 minutes 22 seconds; thence South 65 degrees 47 minutes 20 seconds East, tangent to said curve, a distance of 165.29 feet; thence 187.78 feet Southeasterly on a tangential curve, concave Southwesterly, having a radius of 150.00 feet and a central angle of 71 degrees 43 minutes 31 seconds; thence South 05 degrees 53 minutes 36 seconds West, tangent to said curve, a distance of 66.51 feet to the North line of the recorded plat of BROCKTON MEADOWS 4TH ADDITION and said line there terminating.

The sidelines of said strip shall terminate at the West and East lines of said Outlot A, and at the North line of said plat of BROCKTON MEADOWS 4TH ADDITION.

EXHIBIT C

MAP OF STREET EASEMENT AREA





STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 28, 2026

Agenda Item: 5.6

Subject: Approve MnDOT Permits to Construct for TH 101 Pavement Rehabilitation, City Project No. 2611

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

Recommended Council Action

Motion to Approve MnDOT Permits to Construct for TH 101 Pavement Rehabilitation, City Project No. 2611 and Authorize the Public Works Director to Sign the Permits on the City's Behalf

Overview / Background / Analysis

MnDOT has a project programmed in 2026/2027 to rehabilitate the pavement on TH 101 from the south I-94 ramps in Rogers to north of CSAH 36 in Otsego (MNDOT Project No. 2738(101=187)901-306A). Included with this project are Americans with Disabilities Act (ADA) improvements at the diverging diamond at CSAH 144 in Rogers and some minor drainage improvements. Some of the improvements in Rogers will take place on city property or city-acquired easements. MnDOT requires the use of a Permit to Construct on properties owned or encumbered by another governmental entity.

The permit states "The undersigned, having an interest in the above described real property, understand that they are not required to surrender possession of the property without just compensation and are not required to surrender lawfully occupied real property without at least 90 days notice. By signing this Permit, the undersigned waives these rights and grants to the State of Minnesota the immediate right to enter the above described property for construction of ADA compliance and pedestrian sidewalks." The permits expire on December 1, 2029 or when construction is completed.

Staff Recommendation

Motion to Approve MnDOT Permits to Construct for TH 101 Pavement Rehabilitation, City Project No. 2611 and Authorize the Public Works Director to Sign the Permits on the City's Behalf

Financial Impact: \$260,000

Source Fund: 404

Budgeted? Yes

Supporting Documentation

A. ZDP Parcels 201D, 204A, 306A, 307A

- B. PERMIT TO CONSTRUCT_305
- C. PERMIT TO CONSTRUCT_305C
- D. 2738(101=187)901-306_sketch
- E. 2738(101=187)901-307_sketch
- F. 2738(101=187)901-403C_sketch
- G. Agreement 05923 RW_City_of_Rogers

TEMPORARY PERMIT TO CONSTRUCT FOR GOVERNMENTAL ENTITIES

Dated: May 5, 2026

C.S. 2738 (101=187) 901
Parcels 201D, 204A, 306A, 307A
City of Rogers
County of Hennepin

The State of Minnesota, by its Commissioner of Transportation, has established and designated the route of Trunk Highway No. 101 in Hennepin County, Minnesota.

It is necessary that the State of Minnesota use for highway purposes real property situated in Hennepin County, Minnesota, as shown on EXHIBITS "A, B, C, D and E"

The undersigned, having an interest in the above described real property, understand that they are not required to surrender possession of the property without just compensation and are not required to surrender lawfully occupied real property without at least 90 days notice.

By signing this Permit, the undersigned waives these rights and grants to the State of Minnesota the immediate right to enter the above described property for construction of ADA compliance and pedestrian sidewalks

This Permit will expire on December 1, 2029 or when construction has been completed.

Name/Title

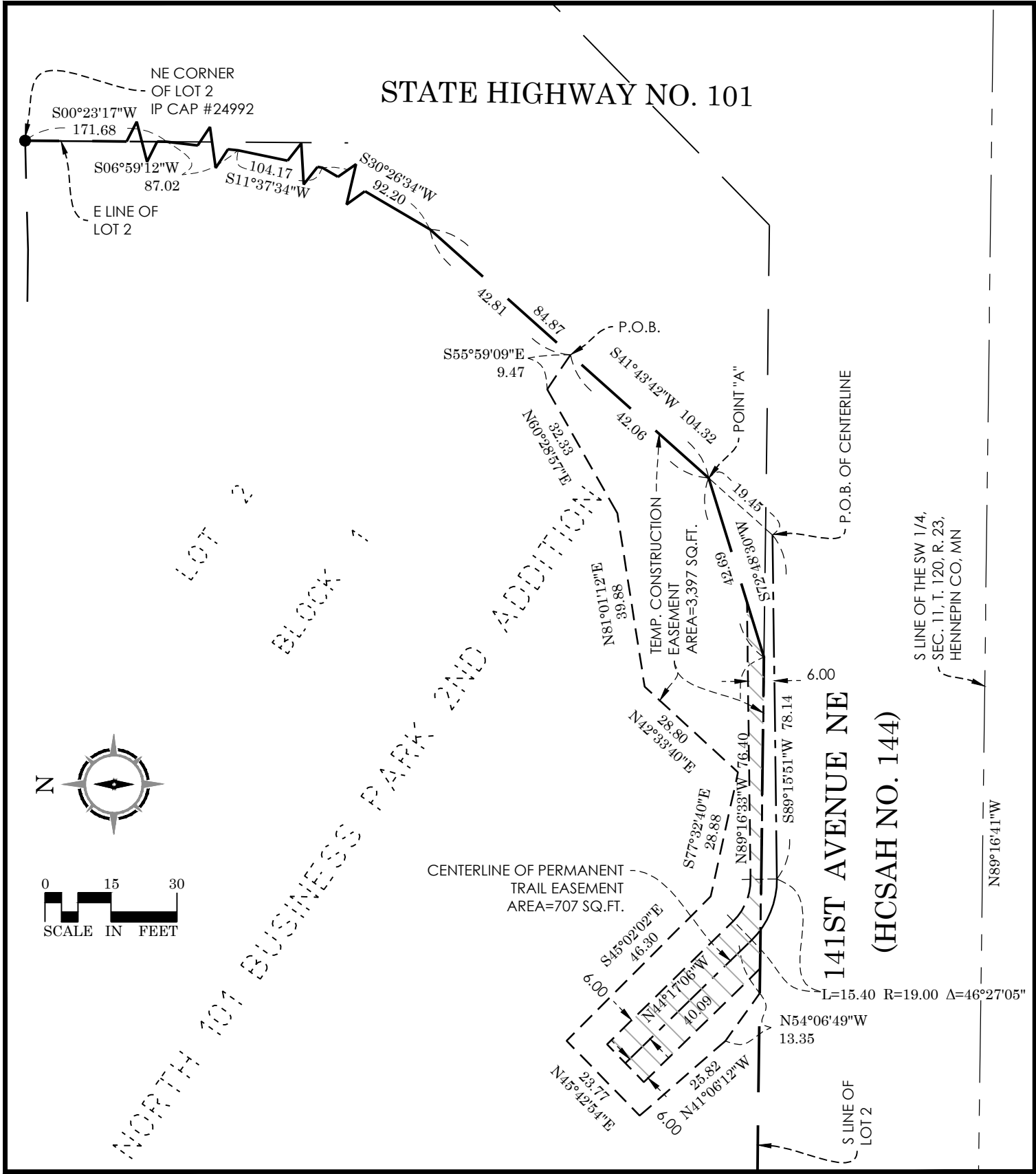
Signature

Date

Name/Title

Signature

Date



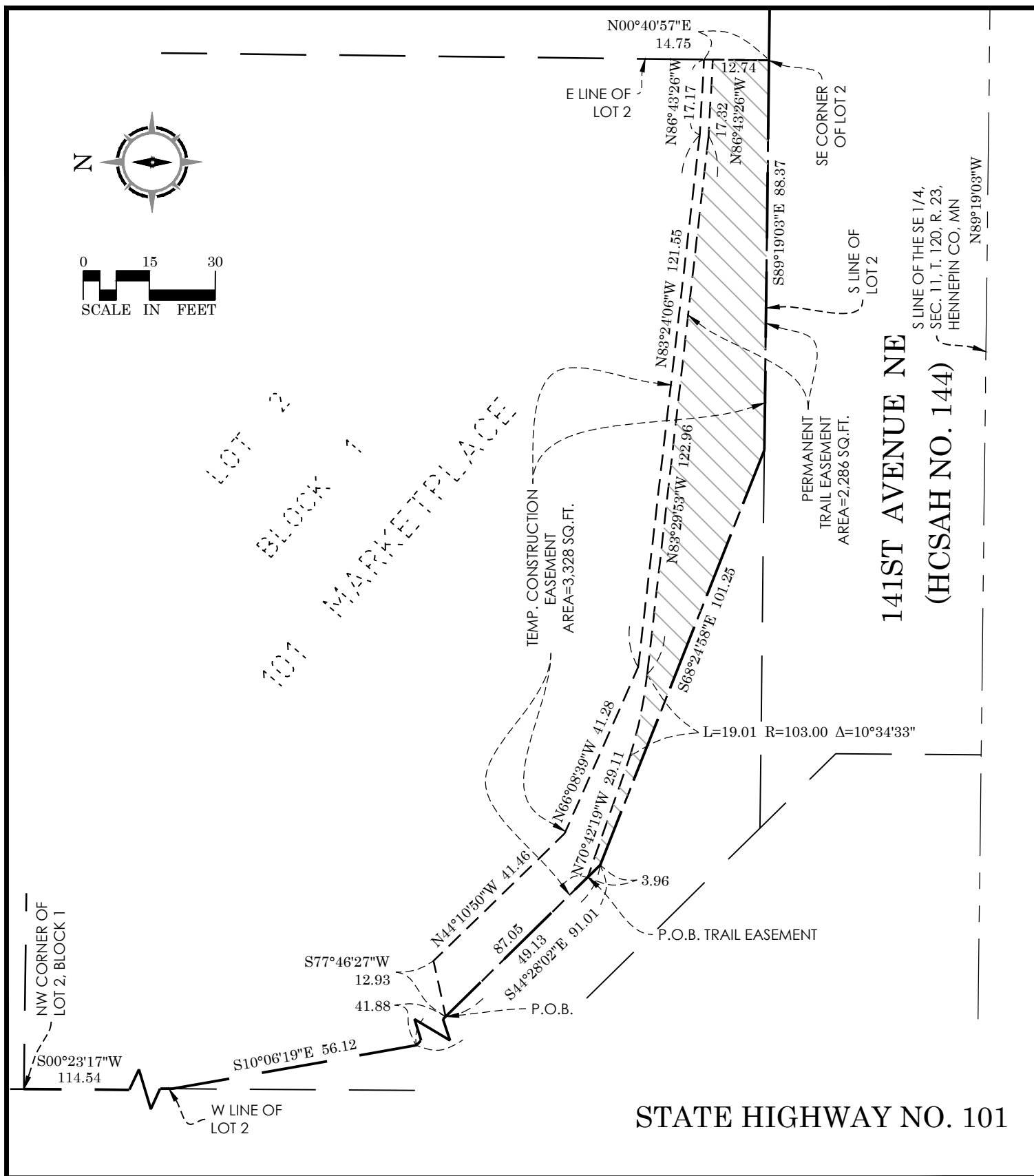
TRUE POINT
LAND SURVEYING

EXHIBIT - A
PREPARED FOR
THE CITY OF ROGERS
ROGERS, MINNESOTA

Project No. 2033-002

SHEET 1 OF 1

No.	By	Date	Rev.



PARCEL 2738(101=187)901-307A

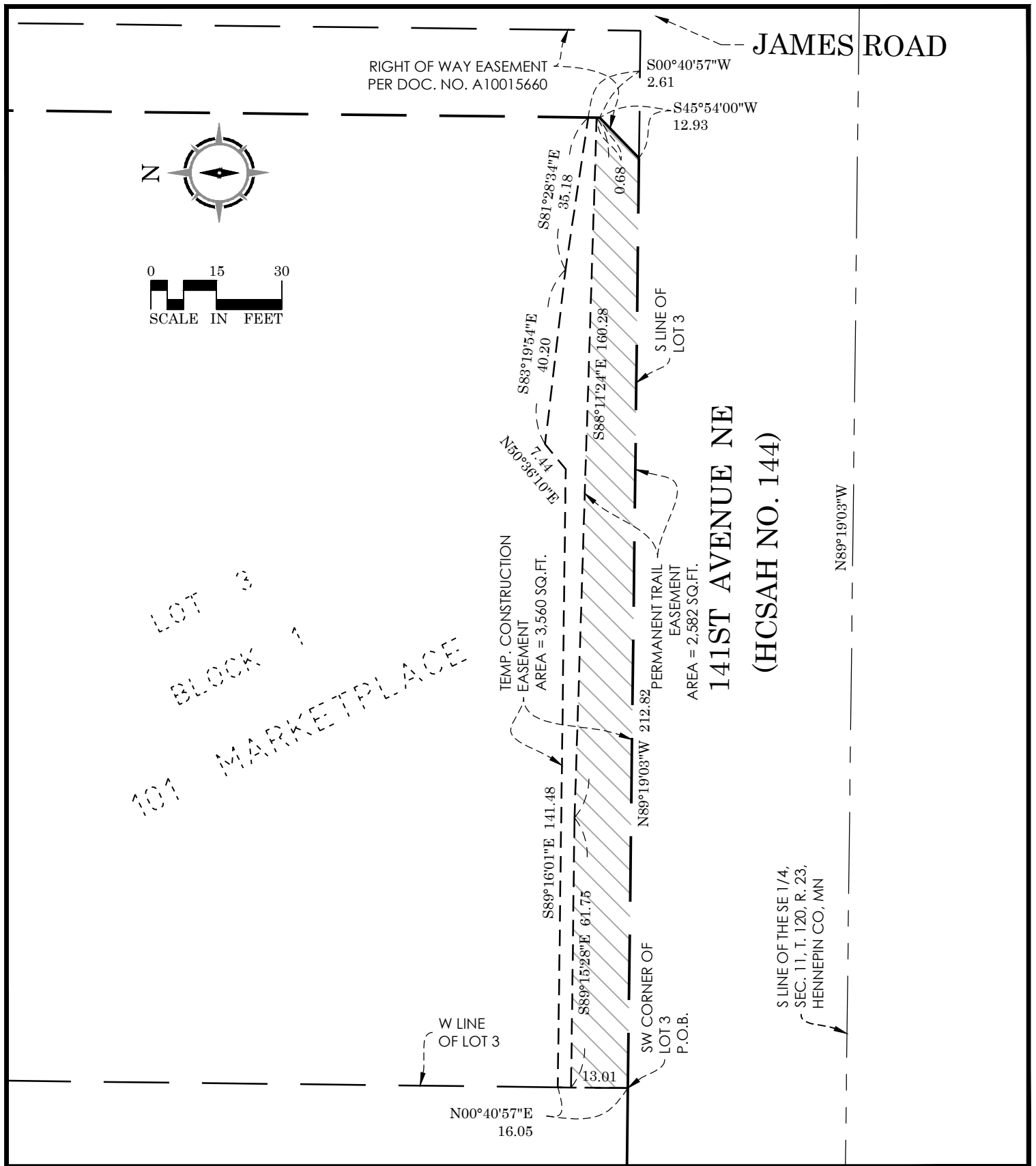
TRUE POINT
LAND SURVEYING

EXHIBIT - B
PREPARED FOR
THE CITY OF ROGERS
ROGERS, MINNESOTA

Project No. 2033-002

SHEET 1 OF 1

No. By	Date	Rev.



2738(101=187)901-307A

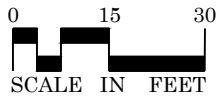
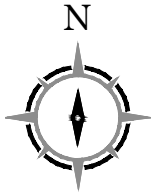
TRUE POINT
LAND SURVEYING

EXHIBIT - C
PREPARED FOR
THE CITY OF ROGERS
ROGERS, MINNESOTA

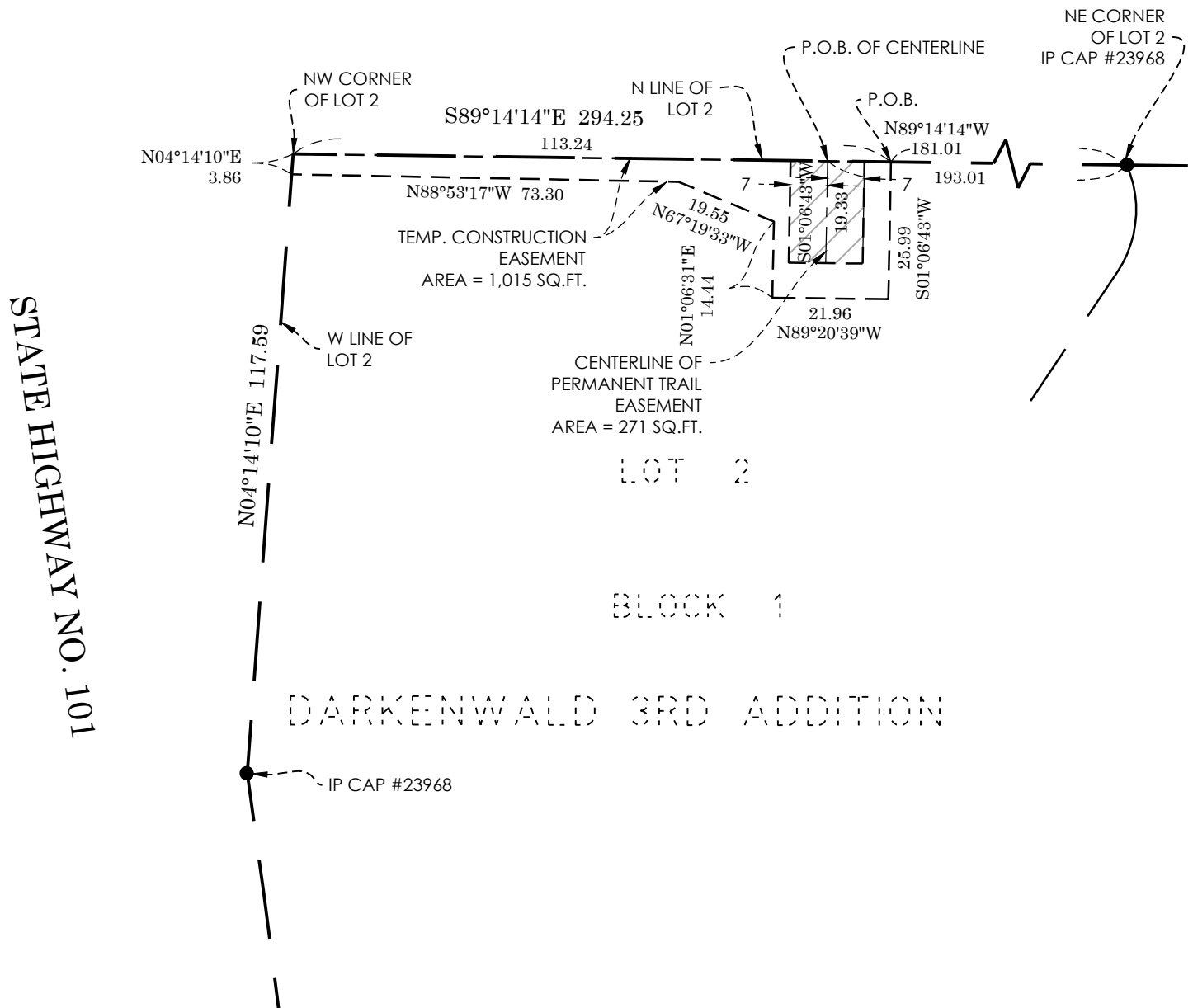
Project No. 2033-002

SHEET 1 OF 1

No.	By	Date	Rev.



SOUTH DIAMOND LAKE ROAD



2738(101=187)901-201D

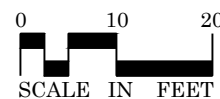
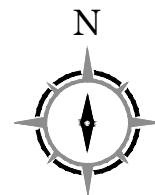
EXHIBIT - D
PREPARED FOR
THE CITY OF ROGERS
ROGERS, MINNESOTA

TRUE POINT
LAND SURVEYING

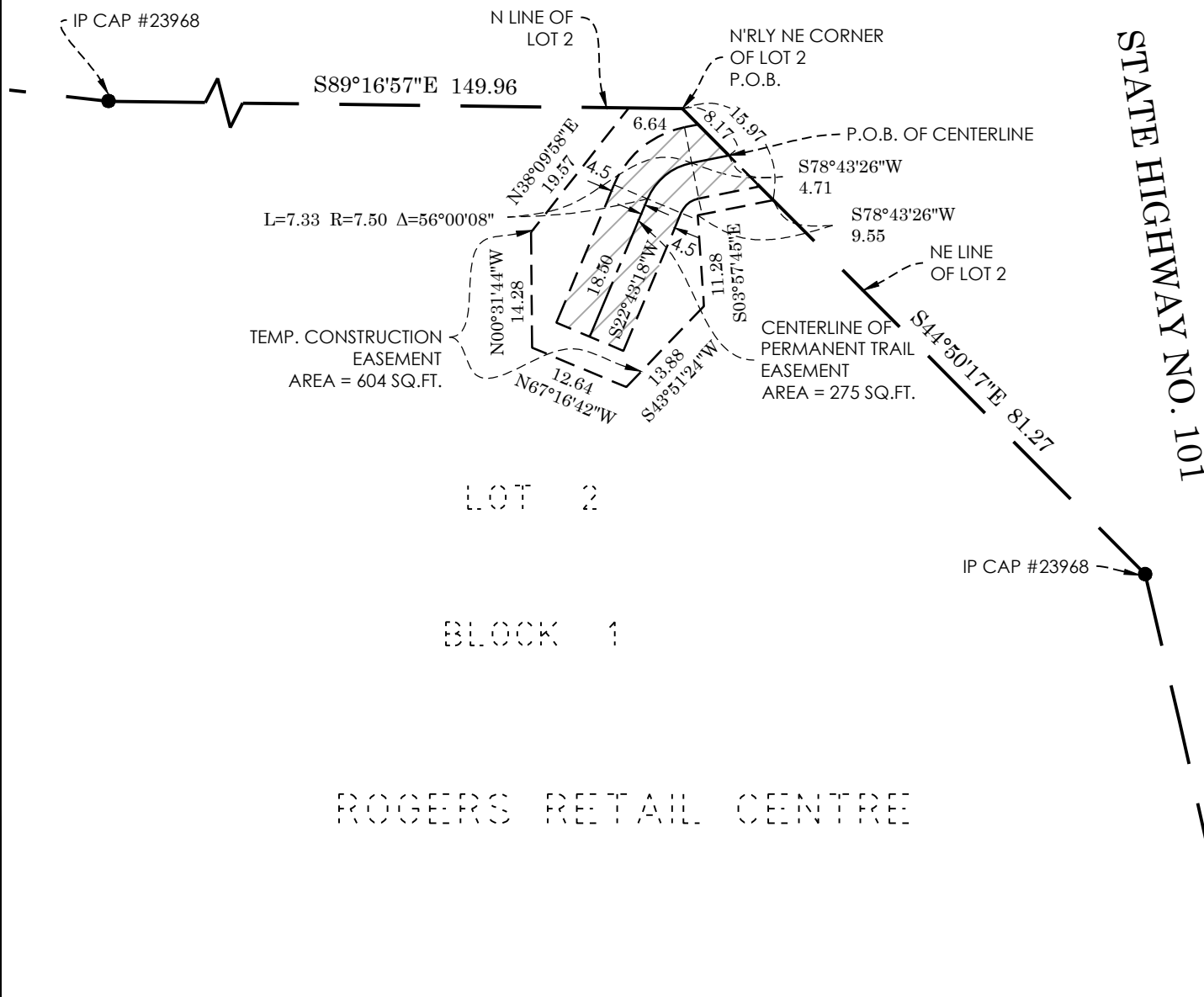
Project No. 2033-002

SHEET 1 OF 1

No.	By	Date	Rev.



SOUTH DIAMOND LAKE ROAD



No.	By	Date	Rev.

PERMIT TO CONSTRUCT FOR GOVERNMENTAL ENTITIES

Dated: June 8, 2026

C.S. 2738 (101=187) 901
Parcel 305
City of Rogers
County of Hennepin

The State of Minnesota, by its Commissioner of Transportation, has established and designated the route of Trunk Highway No. 101 in Hennepin County, Minnesota.

It is necessary that the State of Minnesota use for highway purposes real property situated in Hennepin County, Minnesota, as shown on EXHIBIT "A"

The undersigned, having an interest in the above-described real property, understand that they are not required to surrender possession of the property without just compensation and are not required to surrender lawfully occupied real property without at least 90 days notice. By this permit, the undersigned waive these rights and give the State of Minnesota an immediate right of entry and permit to construct, maintain and operate the trunk highway.

By signing this Permit, the undersigned waives these rights and grants to the State of Minnesota the immediate right to enter the above-described property for drainage purposes.

The State of Minnesota agrees to proceed as soon as possible to acquire the necessary right of way for said highway as provided by law.

Name/Title

Signature

Date

Name/Title

Signature

Date

EXHIBIT "A"

C.S. 2738(101=187)901

S.P. 2738-31

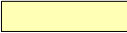
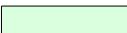
COUNTY: Hennepin

PARCEL NUMBER: 305

PAGE 1 OF 2

OWNER: City of Rogers

SCALE 1" = 250 ft.

- | | | | | | |
|---|------------------------|---|--|---|--------------------------------|
|  | Parent Tract |  | Existing Highway Easement to be purchased in FEE |  | Existing Access Control |
|  | New Right of Way (Fee) |  | Existing Other Roads Easement to be purchased in FEE |  | Existing R/W Line |
|  | Temporary Easement |  | Permanent Easement |  | New Location of Access Control |
| | | | |  | New R/W Line |
| | | | |  | Temporary Easement |
| | | | |  | Proposed Construction |

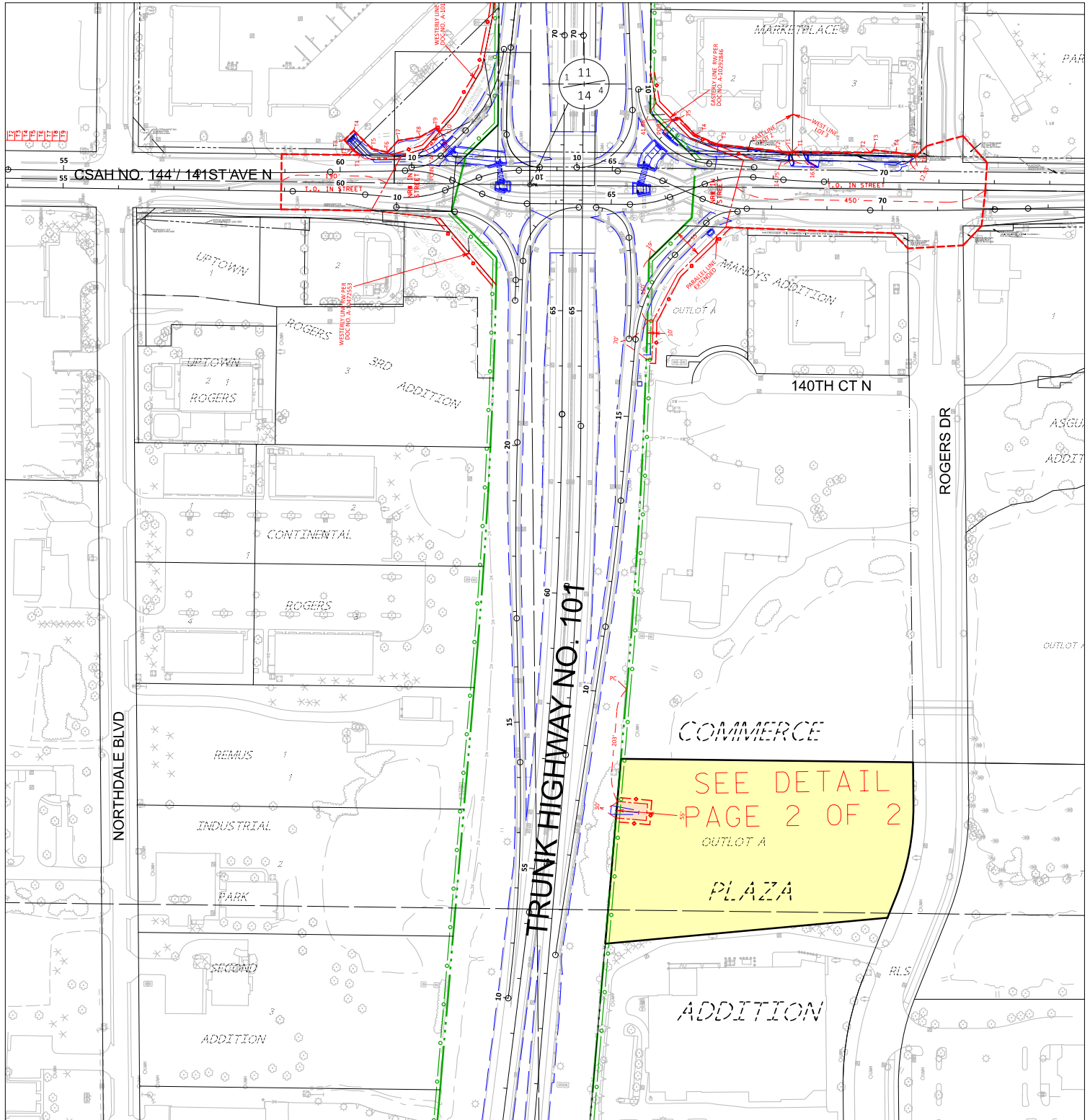


EXHIBIT "A"

C.S. 2738(101=187)901

S.P. 2738-31

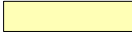
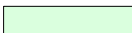
COUNTY: Hennepin

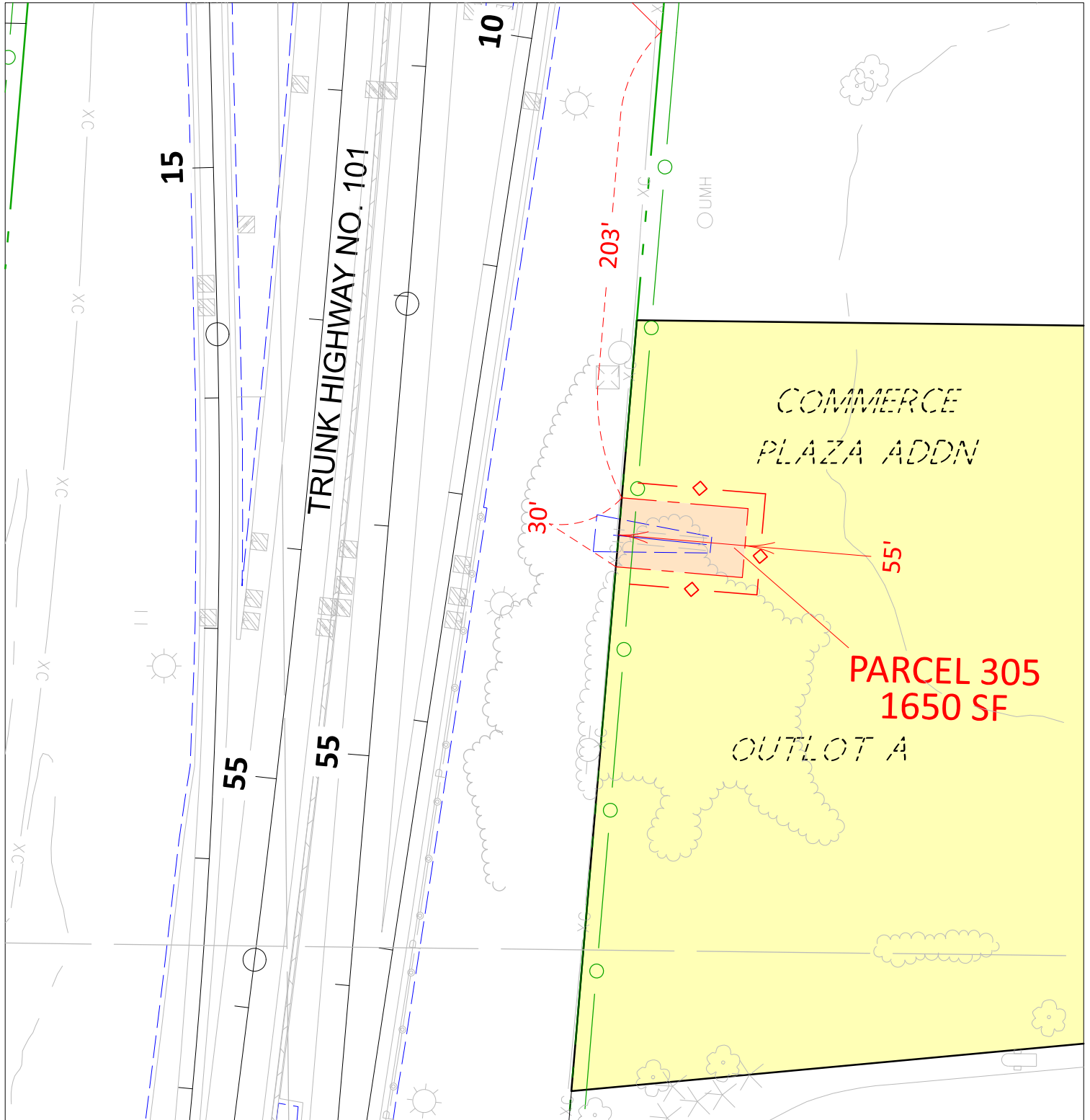
PARCEL NUMBER: 305

PAGE 2 OF 2

OWNER: City of Rogers

SCALE 1" = 60 ft.

- | | | | |
|--|--|--|---|
|  Parent Tract |  Existing Highway Easement to be purchased in FEE |  Existing Access Control |  Existing R/W Line |
|  New Right of Way (Fee) |  Existing Other Roads Easement to be purchased in FEE |  New Location of Access Control |  New R/W Line |
|  Temporary Easement |  Permanent Easement |  Temporary Easement |  Proposed Construction |



PERMIT TO CONSTRUCT FOR GOVERNMENTAL ENTITIES

Dated: June 8, 2026

C.S. 2738 (101=187) 901
Parcel 305C
City of Rogers
County of Hennepin

The State of Minnesota, by its Commissioner of Transportation, has established and designated the route of Trunk Highway No. 101 in Hennepin County, Minnesota.

It is necessary that the State of Minnesota use for highway purposes real property situated in Hennepin County, Minnesota, as shown on EXHIBIT "A"

The undersigned, having an interest in the above-described real property, understand that they are not required to surrender possession of the property without just compensation and are not required to surrender lawfully occupied real property without at least 90 days notice. By this permit, the undersigned waive these rights and give the State of Minnesota an immediate right of entry and permit to construct, maintain and operate the trunk highway.

By signing this Permit, the undersigned waives these rights and grants to the State of Minnesota the immediate right to enter the above-described property for drainage purposes.

The State of Minnesota agrees to proceed as soon as possible to acquire the necessary right of way for said highway as provided by law.

Name/Title

Signature

Date

Name/Title

Signature

Date

EXHIBIT "A"

C.S. 2738(101=187)901

S.P. 2738-31

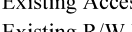
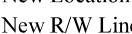
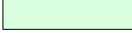
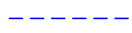
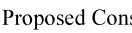
COUNTY: Hennepin

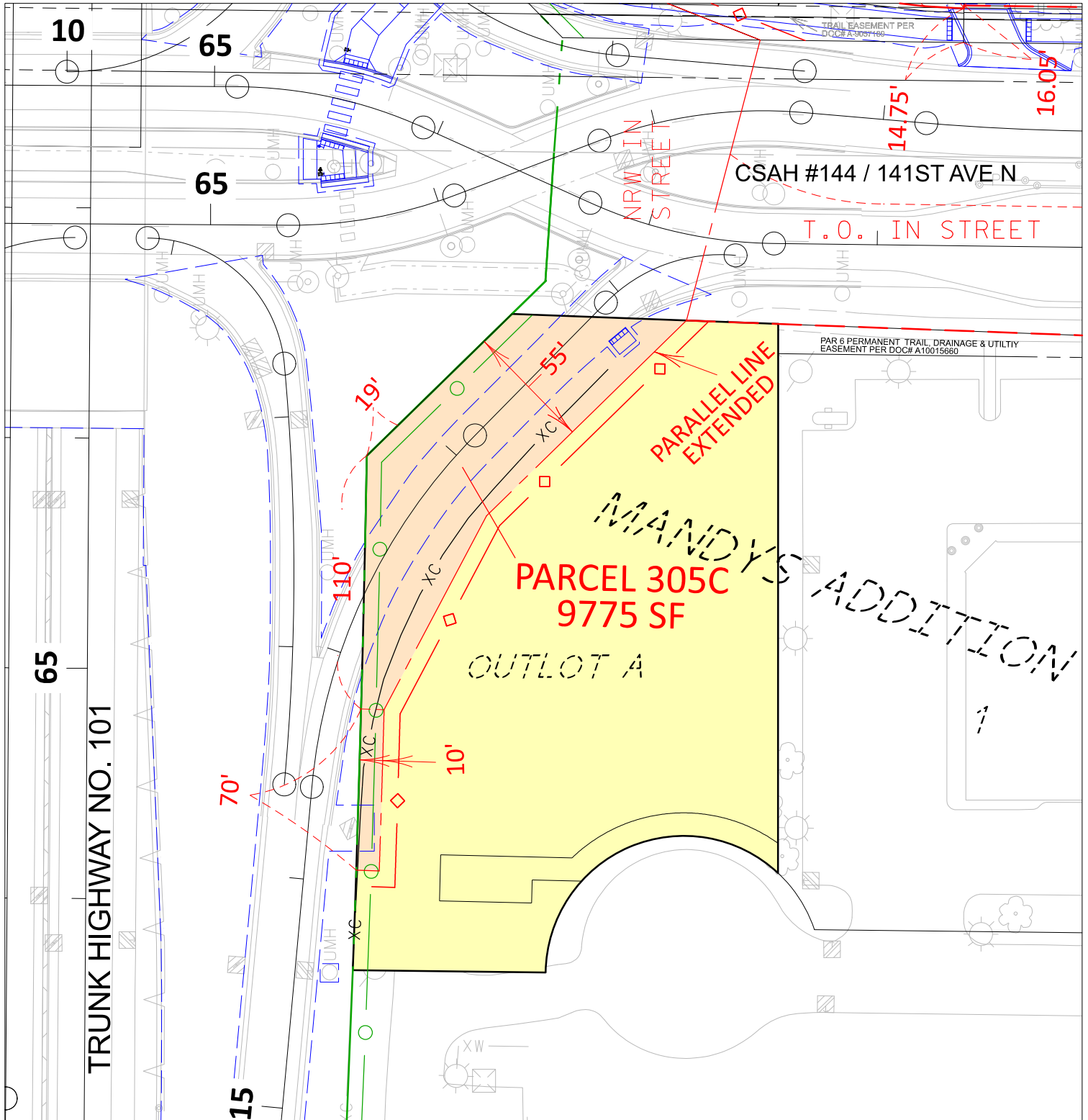
PARCEL NUMBER: 305C

PAGE 1 OF 1

OWNER: City of Rogers

SCALE 1" = 60 ft.

- | | | | |
|--|--|---|---|
|  Parent Tract |  Existing Highway Easement to be purchased in FEE |  Existing Access Control |  Existing R/W Line |
|  New Right of Way (Fee) |  Existing Other Roads Easement to be purchased in FEE |  New Location of Access Control |  New R/W Line |
|  Temporary Easement |  Permanent Easement |  Temporary Easement |  Proposed Construction |



RIGHT OF WAY PARCEL LAYOUT

C.S. 2738(101=187)901

S.P. 2738-31

OWNER: City of Rogers

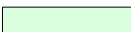
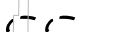
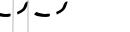
COUNTY: Hennepin

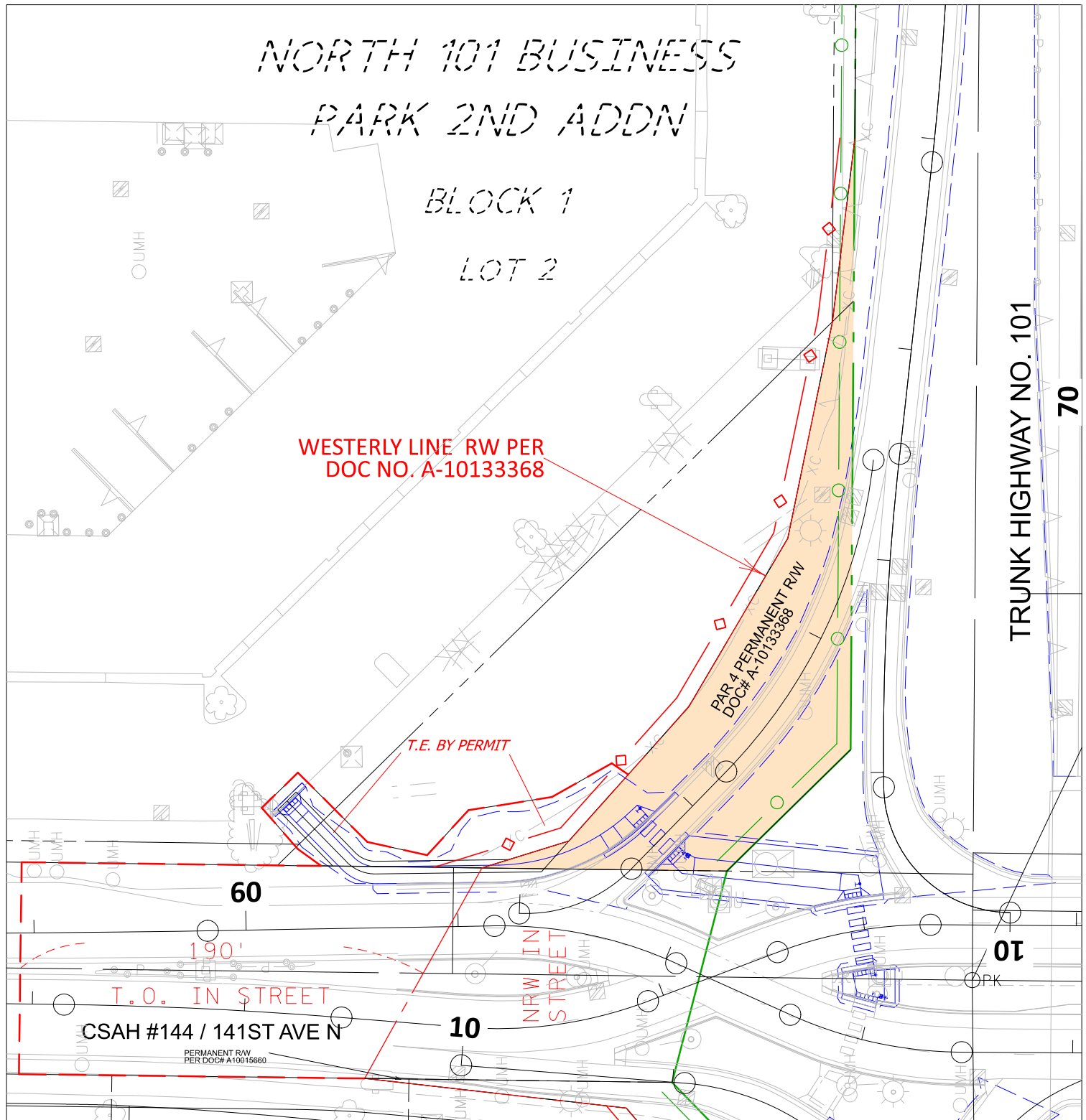
PARCEL NUMBER: 306



PAGE 1 OF 1

SCALE 1" = 65 ft.

	Parent Tract		Existing Highway Easement to be purchased in FEE		Existing Access Control
	New Right of Way (Fee)		Existing Other Roads Easement to be purchased in FEE		Existing R/W Line
	Temporary Easement		Permanent Easement		New Location of Access Control
					New R/W Line
					Temporary Easement
					Proposed Construction



LAYOUT SKETCH BY: KH

DATE: 05/19/2026

RIGHT OF WAY PARCEL LAYOUT

C.S. 2738(101=187)901

S.P. 2738-31

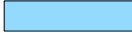
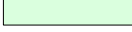
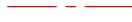
COUNTY: Hennepin

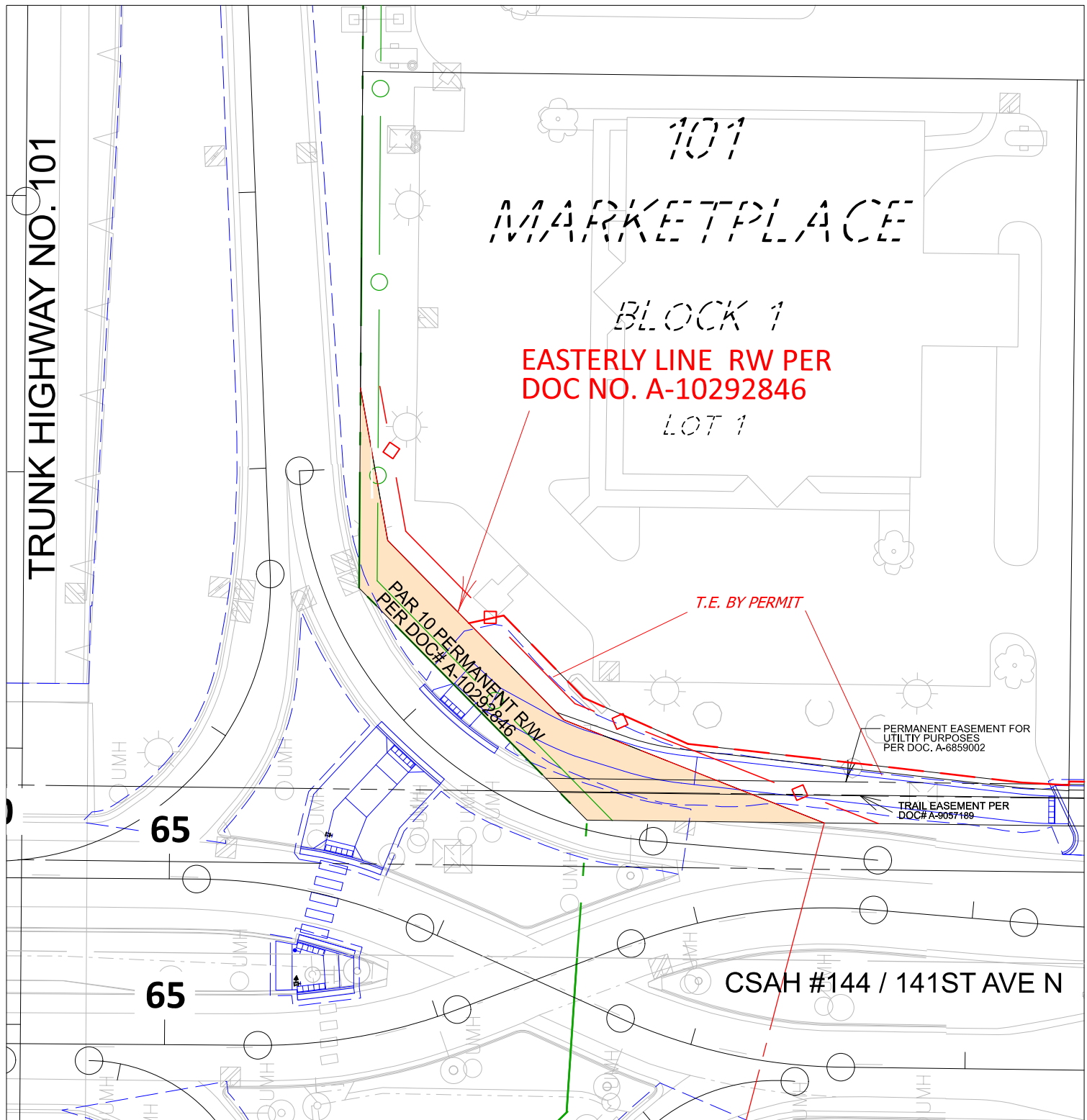
PARCEL NUMBER: 307

PAGE 1 OF 1

OWNER: City of Rogers

SCALE 1" = 50 ft.

	Parent Tract		Existing Highway Easement to be purchased in FEE		Existing Access Control
	New Right of Way (Fee)		Existing Other Roads Easement to be purchased in FEE		Existing R/W Line
	Temporary Easement		Permanent Easement		New Location of Access Control
					New R/W Line
					Temporary Easement
					Proposed Construction



RIGHT OF WAY PARCEL LAYOUT

C.S. 2738(101=187)901

S.P. 2738-31

OWNER: City of Rogers

COUNTY: Hennepin

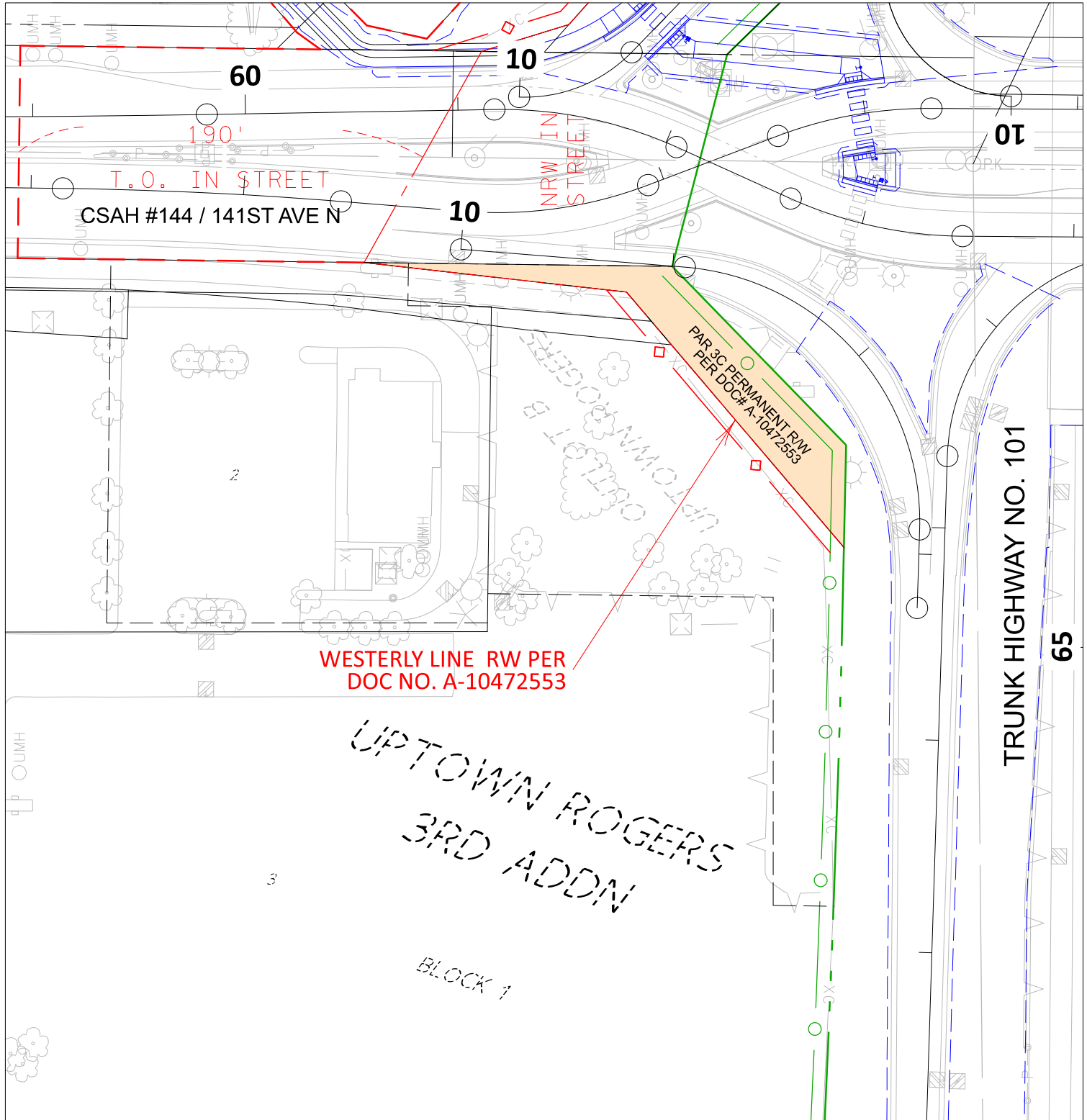
PARCEL NUMBER: 403C



PAGE 1 OF 1

SCALE 1" = 65 ft.

- | | | |
|------------------------|--|--------------------------------|
| Parent Tract | Existing Highway Easement to be purchased in FEE | Existing Access Control |
| New Right of Way (Fee) | Existing Other Roads Easement to be purchased in FEE | New Location of Access Control |
| Temporary Easement | Permanent Easement | New R/W Line |
| | | Temporary Easement |
| | | Proposed Construction |



X the appropriate line

Payable by State X

Receivable by State _____

**STATE OF MINNESOTA
WORK ORDER UNDER
MASTER PARTNERSHIP CONTRACT**

State Project (SP):	2738-28	Trunk Highway (TH):	101
Project Identification:	MnDOT to reimburse City of Rogers for Right of Way expenses.		

This Work Order Contract is issued under the authority of State of Minnesota, Department of Transportation (MnDOT) Master Partnership Contract No. 05923 between the state of Minnesota acting through its Commissioner of Transportation ("State") and City of Rogers, a political subdivision of the State of Minnesota ("Local Government") and is subject to all applicable provisions and covenants of that Agreement which are incorporated herein by reference.

Work Order Contract

Article 1 Term of Work Order Contract; Incorporation of Exhibits:

- 1.1 Effective date: This Work Order Contract will be effective on the date that all required signatures are obtained by State, pursuant to Minnesota Statutes Section 16C.05, subdivision 2. The Providing Agency must not begin work under this Contract until ALL required signatures have been obtained and the Providing Agency has been notified in writing to begin such work by the Requesting Agency's Authorized Representative.
- 1.2 Expiration date: This Work Order Contract will expire on December 31, 2014 or when all obligations have been satisfactorily fulfilled, whichever occurs first.
- 1.3 Exhibits: Exhibits A through C are attached and incorporated into this Work Order Contract.

Article 2 Nature of Work; Requesting and Providing Party:

- 2.1 X the blanks below to indicate the nature of the work to be performed. See Article 3. Services Requiring a Work Order Contract, of the Master Partnership Contract for applicable definitions.
- _____ Construction Administration
- _____ Emergency Services
- X Professional/Technical Services
- _____ Roadway Maintenance
- 2.2 X the blanks below to indicate which party is the "Requesting Party" and which party is the "Providing Party".
- 2.2.1 The Requesting Party is: _____ State X Local Government
- 2.2.2 The Providing Party is: X State _____ Local Government

Article 3 Scope of Work:

- 3.1 The Providing Party will perform services under this Work Order summarized generally as follows: MnDOT will reimburse the City of Rogers \$400,000.00 (four hundred thousand dollars) as full compensation for MnDOT's portion of the cost to acquire property rights from the areas shown on the attached Exhibit B. This includes the right of way parcels highlighted in yellow and all other properties affected by the closure of access from 147th Avenue to southbound Trunk Highway 101.

- 3.2 The Providing Party will perform work in accordance with the “Standard Terms” contained in Exhibit A.
- 3.3 For a detailed description of work see Exhibit B and Article 4 ‘Deliverables by the Providing Party’ Government.

Article 4 Deliverables by the Providing Party:

- 4.1 Deliverables are the work products created or supplied by the Providing Party pursuant to the terms of this Work Order. The detailed summary of the deliverables for this work order are as follows:

Deliverable	Description	Due Date
Reimbursement of Right of Way expenses attributable to MnDOT.	MnDOT share of Right of Way Costs for access closure at 147 th Avenue and TH 101.	Upon receipt of invoice from Local Government.

Article 5 Items provided or completed by the Requesting Party.

- 5.1 The following will be provided or completed by the Requesting Party: NONE

Article 6 Consideration of Payment:

- 6.1 The Providing Party will pay for all services performed by the Requesting Party on a Lump Sum basis.
- 6.2 The Requesting Party will submit invoices for payment in accordance with the following schedule: One-time payment.
- 6.3 The Providing Party’s total obligation for all compensation and reimbursements to the Requesting Party is \$400,000.00.

Article 7 Terms of Payment:

- 7.1 The Providing Party will pay the Requesting Party upon receipt of invoice and acceptance by the Providing Party’s Project Manager.
- 7.2 The Requesting Party will submit a signed invoice, and the signature will attest that the claimed amount has not been previously claimed or paid. The Requesting Party will use the format set forth in Exhibit C entitled “Invoice” when submitting Invoices.

Article 8 Local Government’s Project Manager:

- 8.1 The Local Government’s Project Manager for this Work Order is:

Name:	John Seifert
Title:	Public Works Superintendent
Name of Local Government:	City of Rogers
Street Address:	22350 South Diamond Lake Road
City, State Zip	Rogers, MN 55374
Phone:	763-428-8580
Email Address:	jseifert@ci.rogers.mn.us

- 8.2 The Local Government's Project Manager for this Work Order is responsible for overseeing the Local Government's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

Article 9 State's Project Manager:

- 9.1 The State's Project Manager, for this Work Order is:

Name:	Ramankutty Kannankutty
Title:	Area Engineer
Name of Local Government:	MnDOT Metro District
Street Address:	1500 County Road B2
City, State Zip	Roseville, MN 55113
Phone:	651-775-1196
Email Address:	Ramankutty.kannankutty@state.mn.us

- 9.2 The State's Project Manager is responsible for overseeing the State's fulfillment of its obligations under this Work Order, reviewing and approving invoices, resolving disputes related to this Work Order, and for giving or receiving any notices required or permitted by this Work Order.

Article 10 Termination.

- 10.1 Termination by the State or Local Government. The Local Government, the State or the Commissioner of Administration may cancel this Work Order at any time, with or without cause, upon 30 days' written notice to the other Party. Upon termination, the Providing Party will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed.
- 10.2 Termination for Insufficient Funding. If the State is the Requesting Party, The State may immediately terminate this Work Order if it does not obtain funding from the Minnesota Legislature, or other funding source; or if funding cannot be continued at a level sufficient to allow for the payment of the services covered here. Termination must be by written or fax notice to the Local Government. The State is not obligated to pay for any services that are provided after notice and effective date of termination. However, the Local Government will be entitled to payment, determined on a pro rata basis, for services satisfactorily performed to the extent that funds are available. The State will not be assessed any penalty if the Work Order is terminated because of the decision of the Minnesota Legislature, or other funding source, not to appropriate funds. The State must provide the Local Government notice of the lack of funding within a reasonable time of the State's receiving that notice.

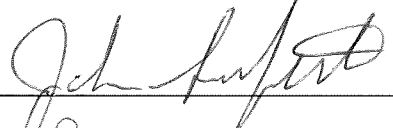
Article 11 Additional Provisions

NONE

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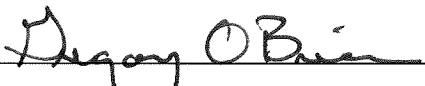
LOCAL GOVERNMENT

The local Government certifies that the appropriate person(s) have executed the contract on behalf of the Local Government as required by applicable articles, bylaws, resolutions or ordinances.

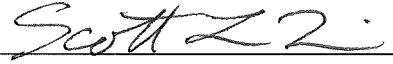
By: 
Title: PUBLIC WORKS Supt.
Date: 5-15-14

STATE ENCUMBRANCE VERIFICATION

The individual certifies funds have been encumbered as required by Minn. Stat. 16A.15 and 16C.05.

By: 
Date: 05/22/14
SWIFT Contract # 78505
SWIFT PO # 3000183943

COMMISSIONER OF TRANSPORTATION

By: 
Title: District Engineer
Date: 5/28/14

COMMISSIONER OF ADMINISTRATION

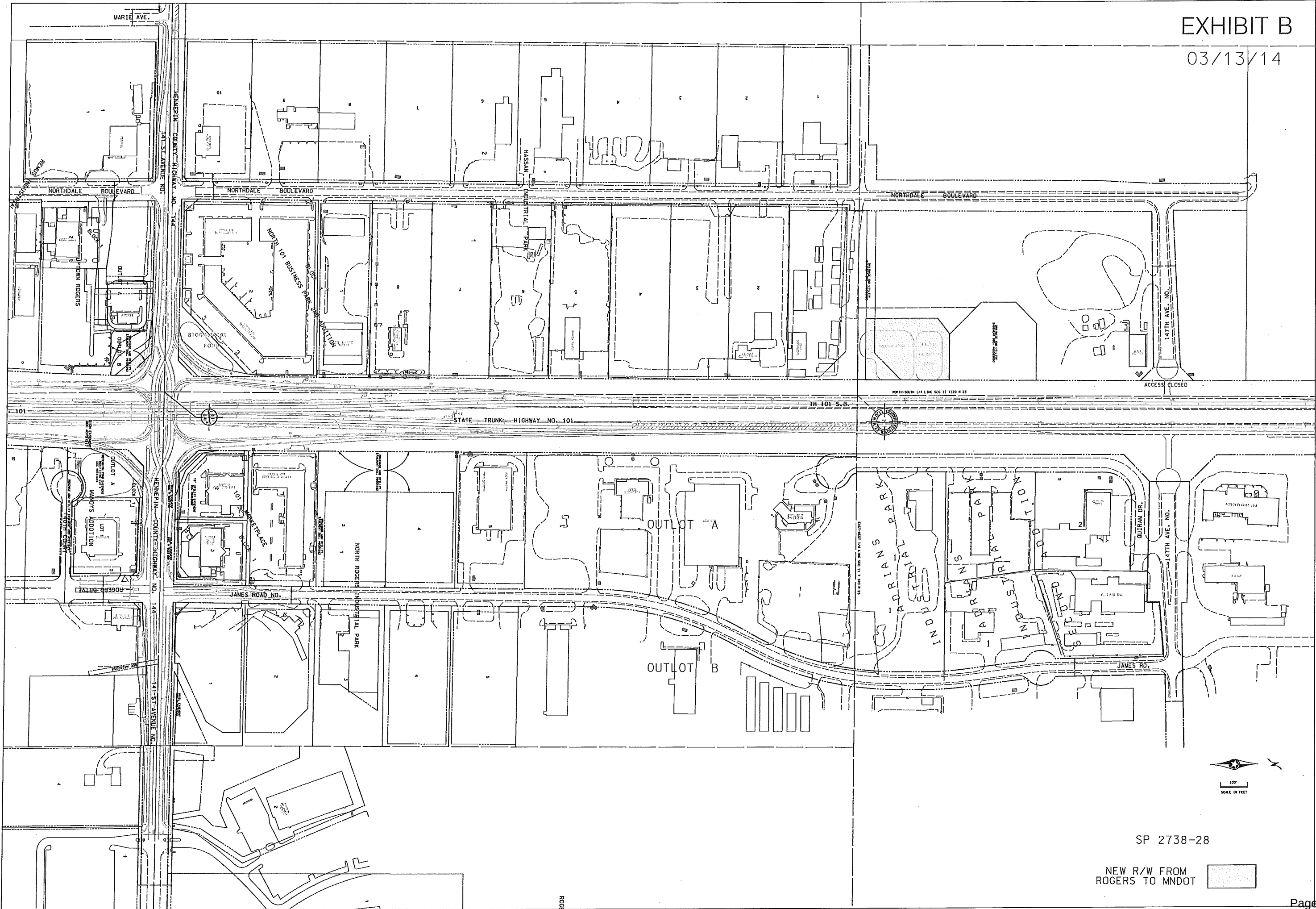
By: 
Title: Mn/DOT Contracts Administrator
Date: June 12 2014

EXHIBIT A – STANDARD TERMS

STANDARD TERMS FOR PROFESSIONAL AND TECHNICAL SERVICES

1. The Providing Party will prepare all documents in accordance with Minnesota law, applicable Federal laws and regulations, and geometric design standards for trunk highway plans as described in the current versions of MnDOT Manuals, available through the MnDOT State Aid Division or on the MnDOT website, www.dot.state.mn.us
2. The Providing Party will, as applicable in developing plans, include the standard specifications from the latest edition of MnDOT Standard Specifications for Construction, and all amendments thereto.
3. The Providing Party will furnish the personnel, services, supplies, and equipment necessary to properly perform, supervise, and document the work for the project(s). The services of the Providing Party to be performed hereunder may not be assigned, sublet, or transferred unless approved in writing by MnDOT. This written consent will in no way relieve the Local Government from its primary responsibility for performance of the work.

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SP 2738-28

NEW R/W FROM
ROGERS TO MNDOT





STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 28, 2026

Agenda Item: 5.7

Subject: Approval of a Drainage and Utility, Trail, Sidewalk, and Signage Easement for Lots 1–2, Block 1, Asguard Addition

Prepared By: Brett Angell, Community Development Director

Recommended Council Action

Motion to approve the drainage and utility, trail, sidewalk, and signage easement over portions of Lots 1-2, Block 1, Asguard Addition.

Overview / Background / Analysis

In 2022, the City of Rogers approved development plans for a three-phase development named Asguard. Phase 1 of the development included the construction of a new Broadway Pizza which has been completed and is operational. Phase 2 of the development includes the 91-unit market-rate apartment building with ground floor retail which is currently under construction. Phase 3 of the development is the corner property where the previous Broadway Pizza was located, which will be redeveloped into a new use following the completion of phase 2.

As part of the development of phase 2, the developer is installing a new right-turn lane into the shared private drive off of County Road 144, as required by Hennepin County. With the installation of the new turn lane, adjustments are required to the existing trail and easements that run along County Road 144. The proposed drainage and utility, trail, sidewalk, and signage easement as attached would establish the required trail easement area.

The proposed easement extends over portions of Lot 1 (phase 3 of the development site) and Lot 2 (phase 2 of the development site). An exhibit depicting the easement area is attached for reference.

Staff Recommendation

Staff recommend the approval of the drainage and utility, trail, sidewalk, and signage easement over portions of Lots 1-2, Block 1, Asguard Addition.

Financial Impact: Not applicable.

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation

A. DU & Trail Easement Document Asguard

B. DU & Trail Easement Exhibit

DECLARATION OF PERMANENT DRAINAGE AND UTILITY, TRAIL, SIDEWALK, AND SIGNAGE EASEMENT

THIS INSTRUMENT is made this 28th day of July, 2026, by Asguard Rogers, LLC, a Minnesota limited liability company, located at 7535 River Rd NE, Otsego, MN 55330 and Rogers Pizza, LLC, a Minnesota limited liability company, located at 7535 River Rd NE, Otsego, MN 55330 (collectively the “Grantor”), in favor of the City of Rogers, a Minnesota municipal corporation (“City” or “Grantee”).

RECITALS

- A. Grantor is the owner of that certain real property in the City legally described in Exhibit A attached hereto (“Subject Property”).
- B. Grantor has agreed to grant a Permanent Drainage and Utility, Trail, Sidewalk, and Signage Easement (“Easement”) over across, under and through a portion of the Property (“Easement Area”), as legally described in Exhibit B attached hereto and as depicted in Exhibit C attached hereto, on the following terms and conditions.

TERMS OF EASEMENT

- 1. Grant of Easement. Grantor does hereby grant onto Grantee, its successors and assigns, a permanent, non-exclusive, easement for public trail purposes over, across, under and through the Easement Area.
- 2. Scope of Easement. The Easement includes the right of Grantee, its contractors, agents, servants and assigns include the rights to enter upon the Easement Area at reasonable times to construct, reconstruct, inspect, repair, maintain and improve a public trail system, sidewalk, utilities, and signage over, across, under and through the Easement Area together with the right to grade, level, fill, drain and excavate the Easement Area, and further right

to remove trees, bushes, undergrowth and other obstructions interfering with the location, construction and maintenance of the Easement. The Easement also includes the right of the Grantee, its contractors, agents, and employees to locate, relocate, construct, operate, maintain, alter, repair, and improve trail, sidewalk, utility, and signage facilities within the described Easement Area. As used herein, "trail and sidewalk purposes" is defined as the use of trail and sidewalk facilities for recreational purposes by pedestrians, non-motorized bicycles, public safety (police and fire) and public works vehicles, and electric-powered wheelchairs and small electric carts operated by physically disabled people. The use of trail and sidewalk facilities by snowmobiles, dirt bikes, motorcycles, all-terrain vehicles, or other motorized vehicles not expressly allowed herein or used to maintain the trail and sidewalk are not included within the scope of the easement granted herein and such uses are prohibited. Grantee may, but shall not be obligated to, impose such reasonable rules, regulations and ordinances governing the use of the Trail Easement as it deems appropriate and desirable.

3. Use of the Easement Area. Grantee, its officers, employees, agents, and contractors may operate motorized vehicles within the Easement Area as needed to construct, reconstruct, maintain, improve, or alter the trail, sidewalk, utilities, and signage. Grantor may use the Easement Area and may operate motorized vehicles on the trail in Grantor's discretion for purposes of constructing the trail, sidewalk, signage, and utility facilities or other improvements related to the development of the land, provided such use does not unreasonably interfere with the use of the Easement Area for trail, sidewalk, and utility purposes and does not damage the trail, sidewalk or utilities or its related structures.
4. Non-Interference and Improvements. Grantor shall not construct any buildings, structures, or other improvements within the Easement Area except as is reasonably needed to accommodate its access to the Property and which do not unreasonably interfere with the use of the Easement Area for trail, sidewalk, signage, and drainage and utility purposes. Grantor shall have the right to continued access to roads, parking areas, and other improvements adjacent to the trail and shall have the right to enter upon the Easement Area for any lawful purpose provided there is no interference with the use, maintenance, and operation of the Easement Area for easement related purposes.
5. Recordation. Grantee shall, at its own cost, record this document in a timely fashion in the office of the Hennepin County Recorder and provide the Grantor a copy of the recorded document.
6. Entire Agreement. This document sets forth the entire agreement between the parties with respect to this easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the easement.
7. Prior Encumbrances. This easement is granted subject to all prior easements or encumbrances of record.
8. Warranty of Title. The Grantors warrant they are the owners of the Property and have the right, title and capacity to convey to the Grantee the easement herein.

9. Environmental Matters. The Grantee shall not be responsible for any costs, expenses, damages, demands, obligations, including penalties and reasonable attorney's fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants that may have existed on, or that relate to, the easement area or Property prior to the date of this instrument.
10. Binding Effect. The terms and conditions of this instrument shall run with the land and be binding on the Grantor, the Grantee, and their successors, and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated this 28th day of July, 2026.

[signature page follows]

GRANTOR:

ASGUARD ROGERS, LLC

Casey Darkenwald
Its

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 2026, by Casey Darkenwald, XX, of Asguard Rogers, LLC, 7535 River Rd NE, Otsego, MN 55330, a limited liability company, on behalf of the corporation.

Notary Public

GRANTOR:

ROGERS PIZZA, LLC

Casey Darkenwald
Its

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____ 2026, by Casey Darkenwald, XX, of Rogers Pizza, LLC, 7535 River Rd NE, Otsego, MN 55330, a limited liability company, on behalf of the corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered (MDT)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

**SUBJECT PROPERTY
LEGAL DESCRIPTION**

Lots 1-2, Block 1, Asguard Addition, Hennepin County, Minnesota

EXHIBIT B

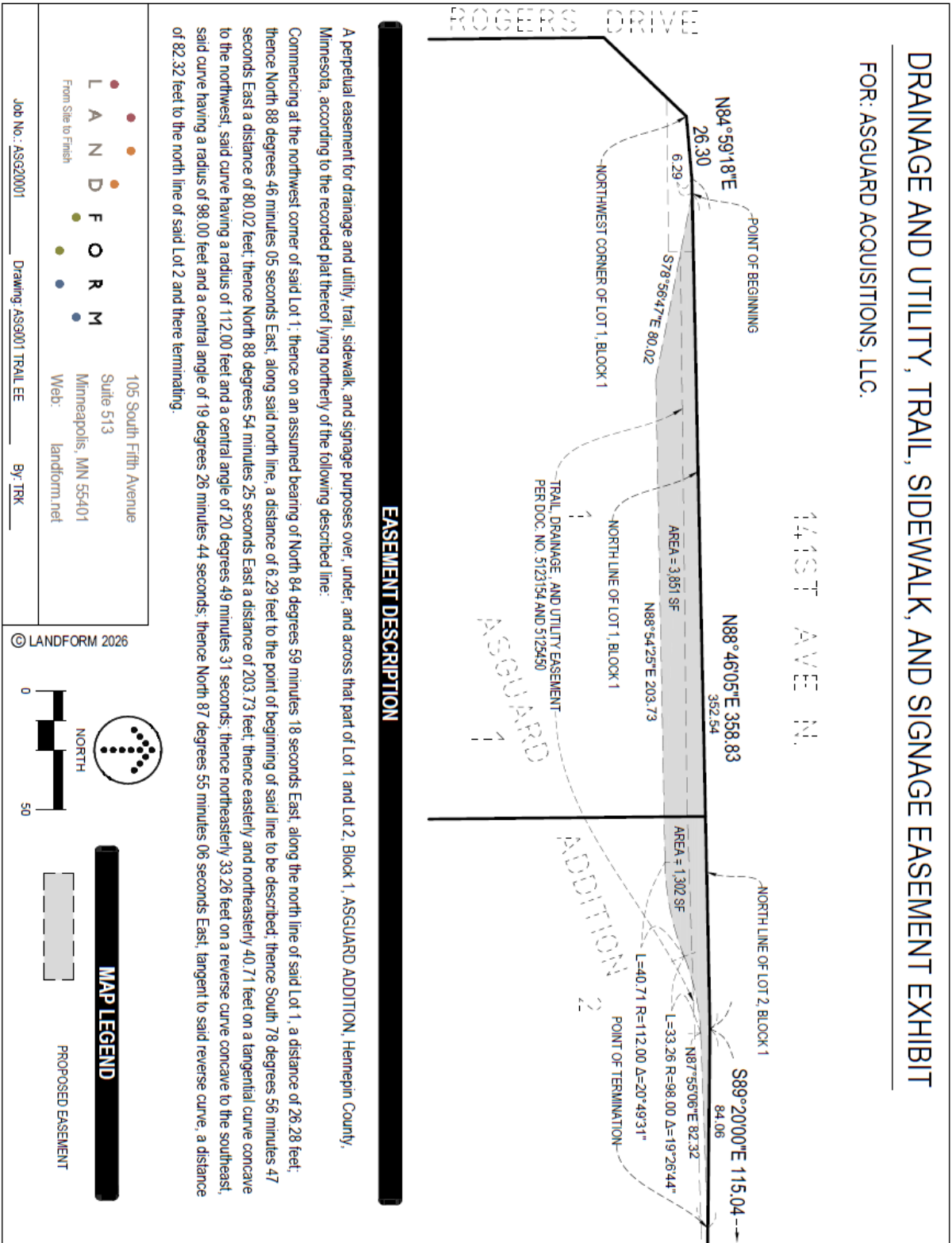
TRAIL EASEMENT AREA LEGAL DESCRIPTION

A perpetual easement for drainage and utility, trail, sidewalk, and signage purposes over, under, and across that part of Lot 1 and Lot 2, Block 1, ASGUARD ADDITION, Hennepin County, Minnesota, according to the recorded plat thereof lying northerly of the following described line:

Commencing at the northwest corner of said Lot 1; thence on an assumed bearing of North 84 degrees 59 minutes 18 seconds East, along the north line of said Lot 1, a distance of 26.28 feet; thence North 88 degrees 46 minutes 05 seconds East, along said north line, a distance of 6.29 feet to the point of beginning of said line to be described; thence South 78 degrees 56 minutes 47 seconds East a distance of 80.02 feet; thence North 88 degrees 54 minutes 25 seconds East a distance of 203.73 feet; thence easterly and northeasterly 40.71 feet on a tangential curve concave to the northwest, said curve having a radius of 112.00 feet and a central angle of 20 degrees 49 minutes 31 seconds; thence northeasterly 33.26 feet on a reverse curve concave to the southeast, said curve having a radius of 98.00 feet and a central angle of 19 degrees 26 minutes 44 seconds; thence North 87 degrees 55 minutes 06 seconds East, tangent to said reverse curve, a distance of 82.32 feet to the north line of said Lot 2 and there terminating.

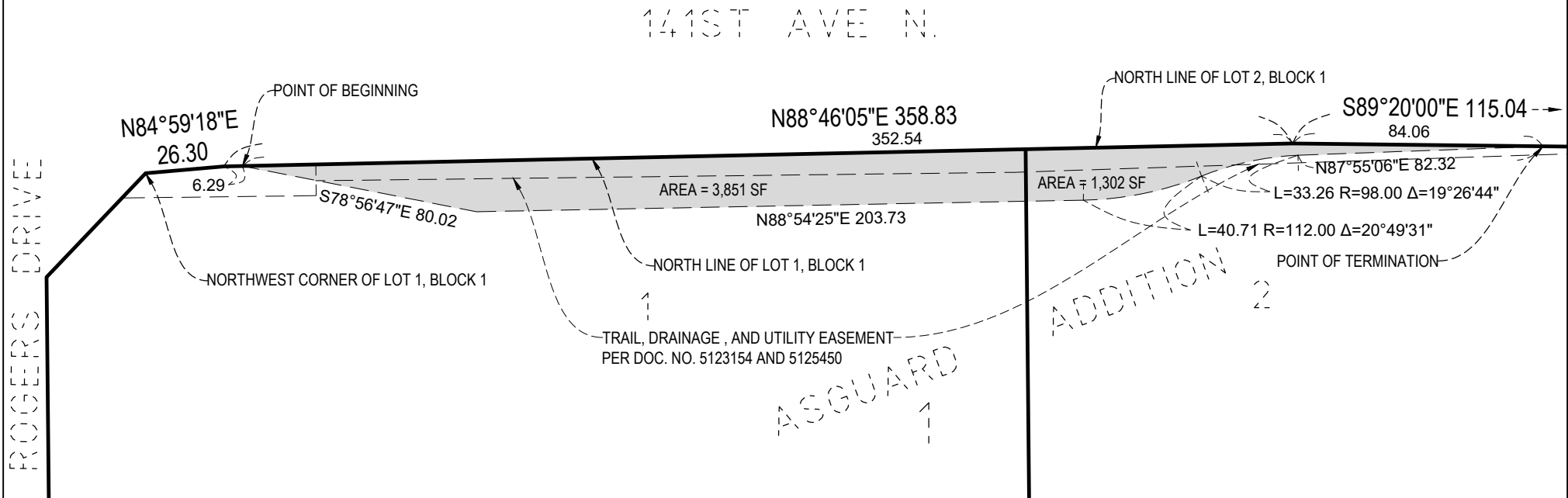
EXHIBIT C

MAP OF TRAIL EASEMENT AREA



DRAINAGE AND UTILITY, TRAIL, SIDEWALK, AND SIGNAGE EASEMENT EXHIBIT

FOR: ASGUARD ACQUISITIONS, LLC.



EASEMENT DESCRIPTION

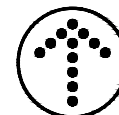
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Commencing at the northwest corner of said Lot 1; thence on an assumed bearing of North 84 degrees 59 minutes 18 seconds East, along the north line of said Lot 1, a distance of 26.28 feet; thence North 88 degrees 46 minutes 05 seconds East, along said north line, a distance of 6.29 feet to the point of beginning of said line to be described; thence South 78 degrees 56 minutes 47 seconds East a distance of 80.02 feet; thence North 88 degrees 54 minutes 25 seconds East a distance of 203.73 feet; thence easterly and northeasterly 40.71 feet on a tangential curve concave to the northwest, said curve having a radius of 112.00 feet and a central angle of 20 degrees 49 minutes 31 seconds; thence northeasterly 33.26 feet on a reverse curve concave to the southeast, said curve having a radius of 98.00 feet and a central angle of 19 degrees 26 minutes 44 seconds; thence North 87 degrees 55 minutes 06 seconds East, tangent to said reverse curve, a distance of 82.32 feet to the north line of said Lot 2 and there terminating.

LANDFORM
From Site to Finish

105 South Fifth Avenue
Suite 513
Minneapolis, MN 55401
Web: landform.net

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NORTH



MAP LEGEND



PROPOSED EASEMENT

Job No.: ASG20001 Drawing: ASG001 TRAIL EE By: TRK



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 28, 2026

Agenda Item: 5.8

Subject: Approval of Resolutions Decertifying Tax Increment Financing Districts No. 12, 14, and 15

- Resolution 2026-70 Decertifying TIF District No. 12
- Resolution 2026-71 Decertifying TIF District No. 14
- Resolution 2026-72 Decertifying TIF District No. 15

Prepared By: Brett Angell, Community Development Director, Bridget Bruska, Finance Director

Recommended Council Action

Motion to approve Resolution 2026-70 approving the decertification of tax increment financing district no. 12; and

Motion to approve Resolution 2026-71 approving the decertification of tax increment financing district no. 14; and

Motion to approve Resolution 2026-72 approving the decertification of tax increment financing district no. 15

Overview / Background / Analysis

Beginning in the early 2000s, the City of Rogers created three housing tax increment financing (TIF) districts for the advancement of certain development projects within the community. Details related to each of the TIF districts can be found below under sections related to each district. Obligations of the TIF districts have been satisfied, and each district may now be decertified. Decertification of a TIF district is the official termination of the district. Once a district is decertified, the captured property value/taxes are added back to the standard tax base. Each of the decertifications as proposed comes before the maximum length of their districts and before the required decertifications.

TIF District No. 12 — Meadow Trails Apartments (202 Housing)

TIF District No. 12 was originally created in February 2002 for the development of Meadow Trails Apartments (near Word of Peace Lutheran Church). The first TIF payments were in 2005 with the anticipation the district would decertify in 2030. Total assistance granted for the project was \$365,000, which was used towards land-costs, development costs, and a drainage pond for the 21-unit development. As a housing district, the units of assistance were required to meet defined affordability.

TIF District No. 14 — Heritage Place (Sand Senior Housing)

TIF District No. 14 was originally created in May 2004 for the development of Heritage Place at John Deere Lane/County Rd 81 (next to Guadalajara Mexican Restaurant). The first TIF payments were in 2005 with the anticipation the district would decertify in 2030. Total assistance granted to the development at the time of creation was \$575,000 for certain fees, utility improvements, and site improvements. The development is 75-units of senior housing. As a housing district, the units of assistance were required to meet defined affordability.

TIF District No. 15 — Wellstead Senior Living

TIF District No. 15 was originally created in June 2003 for the development of The Wellstead (20500 S Diamond Lake Rd). The first TIF payments were in 2004 with the anticipation the district would decertify in 2029. The total assistance granted was approximately \$2,900,000 for site improvements and construction of a drainage pond. The assistance was for the development of 66 units of general assisted senior living and 48 units of dementia care assisted living. As a housing district, the units of assistance were required to meet defined affordability.

Next Steps

Following approval of the resolutions authorizing the decertification of the TIF districts, staff and Ehlers, the City's financial consultant, will submit the necessary items to Hennepin County to process the decertifications. The full tax base of each of the districts will be available for taxes payable in 2027 and will be distributed accordingly to all the property tax jurisdictions. This will lead to a positive increase in the city's general property tax revenues, as well as for the school district and county.

With the district decertifications, each housing development would no longer be subject to income reporting or retaining affordable units, unless they are funded by another source which requires a percentage of the units to be affordable or retain affordability with 4(d) tax classification. It is not currently known if any of the housing developments plan to end offering affordable units.

Other City Districts

With the above-mentioned TIF districts being decertified, the City will only have three (3) open TIF districts. The Duffy Main Street District is a housing district. The Willis Trucking redevelopment TIF district. The Asguard redevelopment TIF district. The Fredrik apartments are a tax abatement development and is not included within this category. The current level or percentage of land within an active TIF district is the lowest level the city has seen in many decades.

Staff Recommendation

Staff recommend the approval of Resolutions 2026-70, 2026-71, and 2026-72 decertifying tax increment financing districts 12, 14, and 15.

Financial Impact: It is anticipated that with **Source Fund:** Not applicable. the districts decertifying, the general

property tax valuation added will be approximately \$45,000 (city portion only) annually.

Budgeted? N/A

Supporting Documentation

- A. Resolution 2026-70 - Decertification of TIF 12
- B. Resolution 2026-71 - Decertification of TIF 14
- C. Resolution 2026-72 - Decertification of TIF 15

**CITY OF ROGERS
COUNTY OF HENNEPIN
STATE OF MINNESOTA**

RESOLUTION NO. 2026-70

**RESOLUTION APPROVING THE DECERTIFICATION OF TAX INCREMENT
FINANCING DISTRICT NO. 12 OF THE CITY OF ROGERS**

WHEREAS, on February 26, 2002 the City of Rogers (the "City") created its Tax Increment Financing District No. 12 ("District No. 12") within its Municipal Development District No. 1; and

WHEREAS, Minnesota Statutes, Section 469.174 to 469.179 authorizes the City Council to decertify a tax increment financing district on any date after all bonds and other obligations have been satisfied; and

WHEREAS, as of the date hereof all bonds and obligations to which tax increment from District No. 12 have been pledged have been paid in full; and

WHEREAS, the City desires by this resolution to cause the decertification of District No. 12 after which all property taxes generated by property within the District will be distributed in the same manner as all other property taxes.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Rogers that the City Administrator shall take such action as is necessary to cause the County Auditor of Hennepin County to decertify District No. 12 as a tax increment district and to no longer remit tax increment from the District No. 12 to the City beginning for taxes payable in 2027.

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 July 28th, 2026.

Shannon Klick, Mayor

ATTEST:

Stacie Brown, City Clerk

**CITY OF ROGERS
COUNTY OF HENNEPIN
STATE OF MINNESOTA**

RESOLUTION NO. 2026-71

**RESOLUTION APPROVING THE DECERTIFICATION OF TAX INCREMENT
FINANCING DISTRICT NO. 14 OF THE CITY OF ROGERS**

WHEREAS, on May 11, 2004 the City of Rogers (the "City") created its Tax Increment Financing District No. 14 ("District No. 14") within its Municipal Development District No. 1; and

WHEREAS, Minnesota Statutes, Section 469.174 to 469.179 authorizes the City Council to decertify a tax increment financing district on any date after all bonds and other obligations have been satisfied; and

WHEREAS, as of the date hereof all bonds and obligations to which tax increment from District No. 14 have been pledged have been paid in full; and

WHEREAS, the City desires by this resolution to cause the decertification of District No. 14 after which all property taxes generated by property within the District will be distributed in the same manner as all other property taxes.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Rogers that the City Administrator shall take such action as is necessary to cause the County Auditor of Hennepin County to decertify District No. 14 as a tax increment district and to no longer remit tax increment from the District No. 14 to the City beginning for taxes payable in 2027.

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 July 28th, 2026.

Shannon Klick, Mayor

ATTEST:

Stacie Brown, City Clerk

**CITY OF ROGERS
COUNTY OF HENNEPIN
STATE OF MINNESOTA**

RESOLUTION NO. 2026-72

**RESOLUTION APPROVING THE DECERTIFICATION OF TAX INCREMENT
FINANCING DISTRICT NO. 15 OF THE CITY OF ROGERS**

WHEREAS, on June 10, 2003 the City of Rogers (the "City") created its Tax Increment Financing District No. 15 ("District No. 15") within its Municipal Development District No. 1; and

WHEREAS, Minnesota Statutes, Section 469.174 to 469.179 authorizes the City Council to decertify a tax increment financing district on any date after all bonds and other obligations have been satisfied; and

WHEREAS, as of the date hereof all bonds and obligations to which tax increment from District No. 15 have been pledged have been paid in full; and

WHEREAS, the City desires by this resolution to cause the decertification of District No. 15 after which all property taxes generated by property within the district will be distributed in the same manner as all other property taxes.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Rogers that the City Administrator shall take such action as is necessary to cause the County Auditor of Hennepin County to decertify District No. 15 as a tax increment district and to no longer remit tax increment from the District No. 15 to the City beginning for taxes payable in 2027.

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 July 28th, 2026.

Shannon Klick, Mayor

ATTEST:

Stacie Brown, City Clerk



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 28, 2026

Agenda Item: 5.9

Subject: Approval of a Retail Cannabis Business Registration for JA Minny, LLC at 21753 S Diamond Lake Rd

Prepared By: Brett Angell, Community Development Director

Recommended Council Action

Motion to approve a new cannabis retailer registration for JA Minny, LLC at 21753 S Diamond Lake Road with the following conditions:

1. Applicant receiving final license approval from the Minnesota Office of Cannabis Management for retail sales of cannabis;
2. Applicant shall be required to complete a preliminary compliance check with the City of Rogers as defined in City Code Section 22-XIV.

Overview / Background / Analysis

In 2023, the state legislature approved the Cannabis Law (Mn Statute 342) related to legalizing recreational cannabis and establishing the regulatory framework for the state's new cannabis industry. Following the passing of this law, the state created the Office of Cannabis Management (OCM) which was tasked with the implementation of creating the licensing process for the different business types and providing guidance to local municipalities related to local cannabis regulations. Over the course of the past several months, OCM has begun issuing pre-licenses to cannabis applicants. The pre-licensure allows potential businesses to secure locations, obtain any local approvals as necessary, and begin build-out of spaces. Full OCM licenses are not issued until the build-out of the space is completed.

In November 2024, the City of Rogers passed ordinances 2024-06 and 2024-07 related to the zoning requirements and establishment of a local registration process for cannabis retailers. With the Rogers resolutions, it established the maximum allowable buffers from schools, daycare facilities, parks, and from other cannabis retail establishments. Additionally, the ordinances established a cap of no more than one (1) cannabis retailer per 12,500 residents (i.e. the maximum allowed number of cannabis retailers within Rogers is two (2)).

The city received its first cannabis retail registration form application from JA Minny, LLC for the property located at 21753 S Diamond Lake Rd (former Los Mariachis/El Loro). The proposed location is outside all buffer requirements and is an allowed use per the zoning district standards related to cannabis uses. JA Minny, LLC has submitted proof of pre-licensing approval with OCM. The applicant has completed the interior

build-out of the space and has received their certificate of occupancy.

Following issuance of a local registration, the applicant will finish the licensing process with OCM. The company will be required to complete a preliminary compliance check prior to opening. With this registration, the existing city regulations only allow for up to one (1) more additional cannabis retailer.

Staff Recommendation

Staff recommends the approval of the cannabis retailer registration for JA Minny, LLC at 21753 S Diamond Lake Rd with conditions related to full OCM licensing approval and preliminary compliance inspection prior to opening.

Financial Impact: Not applicable.

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation

None



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 28, 2026

Agenda Item: 5.10

Subject: Approval of Temporary On-Sale Liquor License for Mary Queen of Peace Catholic Church for September 26-27, 2026

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to approve a Temporary On-Sale Liquor License application for Mary Queen of Peace Catholic Church for September 26-27, 2026.

Overview / Background / Analysis

Mary Queen of Peace Catholic Church has submitted a Temporary On-Sale Liquor License application for their annual Fall Festival, permitting liquor sales at their Parish Life Center located at 21304 Church Avenue on September 26-27, 2026

Staff Recommendation

Motion to approve a Temporary On-Sale Liquor License application for Mary Queen of Peace Catholic Church for September 26-27, 2026.

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

None



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 28, 2026

Agenda Item: 5.11

Subject: Approval of Internet Service Provider Agreement with Arvig

Prepared By: Jason Greninger, IS Director

Recommended Council Action

Staff recommends accepting Arvig proposal for internet service and directing staff to provide 60-day notice to Onenet to cancel fiber internet service.

Overview / Background / Analysis

The City's agreement with Onenet for fiber internet service expires in September. Current internet speeds (200 Mbps upload and download) are insufficient to reliably serve all City buildings. The City currently pays \$1,102.20 per month before taxes and fees.

Staff requested proposals from Onenet and Arvig for upgraded fiber service at 1 gigabit, which has become the standard for both personal and business use.

Onenet Proposal:

- 36-month term, including service at the current Police Department and relocation to the new City campus
- Monthly cost: \$960

Arvig Proposal:

- 36-month term, including service at the current Police Department and relocation to the new City campus
- Monthly cost: \$790
- Redundant circuit for an additional \$350 per month

Staff Recommendation

Staff recommends switching to the lower cost Arvig and adding the optional redundant circuit. The redundant circuit improves continuity of service; if the primary fiber line is damaged, internet traffic will automatically route through the secondary connection. This connection is critical for Police operations, which rely on multiple secure, uninterrupted connections. The recommended service results in a monthly increase of \$37.80.

The upgraded speed is expected to meet City needs for the next three years and provides capacity to support potential cable TV services for the new campus and other City buildings.

The current Onenet agreement requires a 60-day written notice for cancellation. Staff requests authorization to issue this notice.

Financial Impact:

Source Fund:

Budgeted? Yes

Supporting Documentation

- A. Arvig-Proposal
- B. Onenet-Proposal

Network Services Agreement



Order Information

Contracting Entity	City of Rogers	Billing Account	
Account Number			
Contact	Jasoon Greninger	Phone	763.428.0917 Email: jgreninger@rogersmn.gov
Arvig Rep.	Ross Carter	Phone	952.236.5646 Email: ross.carter@arvig.com

Service Details

Details	Product Details	Protection Details	NA
Order Type ☒ New ☐ Renewal	Category Internet/ethernet	Core-Network Fiber Path Diversity ☒ Yes ☐ No	
Service Term 12 months	Bandwidth 1GB/100Mb	Special Routing Required ☐ Yes ☐ No	

Service Order Component(s)

Address 1	Address 2
21860 Industrial Ct Rogers, MN 55374	
Type: Internet	Type:
Term: 12 months	Term:
Port Speed: 10Gb	Port Speed:
Bandwidth: 1GB Internet	Bandwidth:
Lateral:	Lateral:
Handoff:	Handoff:
CFA Provided By:	CFA Provided By:

Pricing

Product: Dedicated Internet	Service Item Description: Internet Service
Quantity: 1GB	MRC Amount: \$ 750.00
	NRC Amount: \$ -
Product: Static IP addresses	Service Item Description: Static IP's
Quantity: 13 usable	MRC Amount: \$ 40.00
	NRC Amount: \$ -
Product: Dedicated Internet	Service Item Description: Internet Service
Quantity: 1GB	MRC Amount: \$ 350.00
	NRC Amount: \$ 0

Order Notes

Dedicated internet 1Gb to the City with 13 usable IP's and a secondary redundant 1Gb Internet circuit.

Signatures

Signature	Signature
Arvig	Customer -
Printed Name	Printed Name
Date	Date
Title	Title

Terms and Conditions

I agree to keep the Network Services I have selected above from Arvig as stated in the terms and conditions of the Service Level Agreement and Master Service Agreement. If I discontinue service prior to when my agreement ends I understand that I will be billed the early termination fee. Monthly rate available for customers who sign agreement to keep service for such time period. Customers who terminate service or who are disconnected for non-pay, prior to fulfilling agreement, will be charged all remaining recurring charges that would have been due to the company under the terms of the agreement. All basic terms and conditions apply. Taxes and fees are in addition to the monthly rate.

Network Services Agreement



Order Information

Contracting Entity	City of Rogers	Billing Account	
Account Number			
Contact	Jasoon Greninger	Phone	763.428.0917 Email: jgreninger@rogersmn.gov
Arvig Rep.	Ross Carter	Phone	952.236.5646 Email: ross.carter@arvig.com

Service Details

Details	Product Details	Protection Details	NA
Order Type ☒ New ☐ Renewal	Category Internet	Core-Network Fiber Path Diversity ☒ Yes ☐ No	
Service Term 24 months	Bandwidth 2 circuits - 1GB ea.	Special Routing Required ☐ Yes ☐ No	

Service Order Component(s)

Address 1	Lat: 45.191537 long:-93.554037	Address 2	
	Rogers, MN 55374		
Type:	Internet	Type:	
Term:	24 months	Term:	
Port Speed:	10Gb	Port Speed:	
Bandwidth:	1GB Internet (2)	Bandwidth:	
Lateral:		Lateral:	
Handoff:		Handoff:	
CFA Provided By:		CFA Provided By:	

Pricing

Product:	Dedicated Internet	Service Item Description:	Internet Service
Quantity:	1GB	MRC Amount:	\$ 750.00
		NRC Amount:	\$ -
Product:	Static IP addresses	Service Item Description:	Static IP's
Quantity:	13 usable	MRC Amount:	\$ 40.00
		NRC Amount:	\$ -
Product:	Dedicated Internet	Service Item Description:	Internet Service
Quantity:	1GB	MRC Amount:	\$ 350.00
		NRC Amount:	\$ 0

Order Notes

Dedicated internet 1Gb 2 circuits. North Circuit will be primary @\$750/mo. and SW circuit will be secondary diverse @ \$350/mo
The city will provide conduit ffrom the new building with HH's for Arvig to run our service in at the North and SW points.

Signatures

Signature	Signature
Arvig	Customer -
Printed Name	Printed Name
Date	Date
Title	Title

Terms and Conditions

I agree to keep the Network Services I have selected above from Arvig as stated in the terms and conditions of the Service Level Agreement and Master Service Agreement. If I discontinue service prior to when my agreement ends I understand that I will be billed the early termination fee. Monthly rate available for customers who sign agreement to keep service for such time period. Customers who terminate service or who are disconnected for non-pay, prior to fulfilling agreement, will be charged all remaining recurring charges that would have been due to the company under the terms of the agreement. All basic terms and conditions apply. Taxes and fees are in addition to the monthly rate.

ARVIG®
MASTER SERVICE AGREEMENT
Business Services

This Master Service Agreement (hereinafter “Agreement” or “MSA”), is made on the 21st day of July , 2026, by and between Arvig Enterprises, Inc. (hereinafter “Arvig”) and The City of Rogers Minnesota (hereinafter “Customer” and collectively as “parties”). Arvig agrees to provide to Customer (subject to availability and adequacy of underlying service) and Customer agrees to procure from Arvig the Service(s) (hereinafter (“Service(s)”) as described and at the locations set forth in attachments, addenda, and herein.

This Master Service Agreement, the Service Agreement(s), (hereafter “SA”), (hereinafter collectively “Agreements”) the policies and procedures found on Arvig’s website: arvig.com, and any filed tariffs, price lists, and schedules all collectively comprise the entire agreement between the parties for the Service(s).

Effective Date. This Agreement is fully binding and enforceable as of the date the Agreement is signed by both parties (hereinafter “Effective Date”).

Term. The term of this Agreement (hereinafter “Service Term”) is for the number of months set forth on the Service Agreement(s). The Service Term commences upon activation of the Service(s) by Arvig (“Activation Date”) or the Effective Date annotated in the Service Agreement(s) whichever shall occur first.

Rates, Charges, Billing, and Payment. Customer shall pay all charges specified in Agreements. Billing shall commence upon Arvig’s first regular billing cycle to occur following the commencement of the term identified herein.

Recurring and non-recurring charges. Monthly Recurring Charges (hereinafter “MRC”) shall be billed in advance each month. Non-Recurring Charges (hereinafter “NRC”) shall be billed on the first invoice after the Activation Date. If the NRC are incurred after the Activation Date or are usage based, such charges shall be billed on the first invoice thereafter. Payments are due on the Payment Due by Date set forth on the Arvig invoice. Customer must provide payment in full by Payment Due By date. If Customer believes it has been billed in error or otherwise disputes a charge, Customer must notify Arvig within 90 days of the date of the invoice containing the disputed charge. Customer’s notice must specifically detail the dispute and provide supporting documentation pertaining to the amount in dispute. Arvig shall promptly investigate and notify Customer of the results of its investigation. Arvig shall then notify Customer of Arvig’s determination regarding the investigation.

Late Fees. Arvig may assess a late fee of \$2.00 per service account or 1.5% of the balance due, whichever is greater (not to exceed the maximum rate allowed under state law) on any undisputed balances not paid when due, or on any disputed balances determined by Arvig to be due. Late fees may be assessed, as of the original Due by Date, against any disputed amount denied by Arvig. Arvig has the option to suspend Services and/or to pursue any and all other legal remedies until payment is made. Termination of Service(s) may follow. Customer shall pay any and all costs incurred in collection of rates and charges due and payable, including reasonable attorney’s fees and all collection agency costs, whether or not a suit is instituted. All payments hereunder shall be in U.S. currency.

Additional Charges. Customer shall pay any charges, fees, assessments, or costs, incurred by Arvig, while installing equipment, or as a result of the provisioning of any Services to Customer. Additional charges shall be imposed by Arvig and paid by Customer for:

- hours of service provided by Arvig for matters other than those for which Arvig is responsible in connection with the Service, as described in the Service Agreement,
- original construction fees if customer terminates the service(s) or is disconnected for non-payment prior to fulfilling the original service agreement term,
- any changes to the scope of any project, or
- other specialized services requested by the Customer.

Reactivation. To reactivate suspended Service, Customer must bring its account up to date through the month of reactivation by making payment in full of any outstanding balance, fees, and other applicable charges.

Installation of Equipment. Customer represents that there are no legal, contractual, or other restrictions on the installation of Arvig equipment in the location(s) authorized by Customer. The parties expressly agree that it is the Customer’s responsibility to ensure compliance with all applicable building codes, zoning ordinances, covenants, conditions, and restrictions related to the

Services, to pay any fees or other charges, and to obtain any permits or authorizations necessary for the Service(s) (collectively "Legal Requirements"). In providing the Service(s), Arvig shall comply with applicable federal and state laws, rules, and regulations. Each party shall be solely responsible for any fines or similar charges for violation of any applicable Legal Requirements, or federal and state laws, rules, and regulations. Customer acknowledges and agrees that Arvig or its designated service provider shall be required to access Customer's property or premises and systems or both to install and maintain the Service(s). Arvig shall be relieved of its performance obligations upon refusal of access by Customer. Customer shall also provide a suitable work area for Arvig personnel satisfactory to Arvig in Arvig's sole and absolute discretion. Neither Arvig nor Arvig's service provider shall have any liability, other than for gross negligence or intentional misconduct, for any losses resulting from installation, repair, or other services, including without limitation, damage to Customer's premises, loss or corruption of software, data or other information from Customer's computer or communications network and systems. Arvig shall use reasonable efforts to install the Service(s) on the date agreed upon by the parties. Arvig does not guarantee that Services will be installed or provided on Customer's desired due date. Arvig reserves the right in its sole and absolute discretion, to reject any proposed service agreement.

Equipment. Customer agrees that Arvig is acting only as a reseller or licensor of any hardware, software, and equipment (collectively, the "Equipment") offered under this Agreement that was manufactured by a third party. Arvig shall have no responsibility or liability for any malfunction(s) or defect(s) of Equipment either sold, licensed, or provided by Arvig to or purchased directly by Customer and used in connection with the Service(s). Arvig shall make reasonable attempts to replace, repair, or correct any such malfunction(s) or defect(s) of equipment and to inform Customer of the same, the corrective procedure being implemented, and the costs to Customer of such corrective procedure. Any rights or remedies Customer may have regarding the ownership, licensing, performance, or compliance of the Equipment is limited to those rights extended to the Customer by the manufacturer or those rights extended to Arvig by the manufacturer and also assigned by Arvig to Customer, in connection with this Agreement. Arvig, or its duly authorized agent, may provide, install, maintain, repair, operate and control Arvig's equipment ("Arvig Equipment"). Arvig's Equipment shall remain the sole and exclusive property of Arvig, and nothing contained herein shall be construed so as to give, transfer, or convey to Customer, or any other person, any right, title or interest whatsoever in Arvig's Equipment, notwithstanding that it may be, or become, attached to, or embedded in, realty owned, occupied, or leased by Customer or a third party. Customer shall not tamper with, remove, or conceal any identifying plates, tags, or labels identifying Arvig's ownership interest in Arvig's Equipment. Customer shall not adjust, align, repair, or attempt to repair, relocate, or remove Arvig's Equipment, except as expressly authorized in writing prior thereto by Arvig. Customer shall be liable for any loss of or damage to Arvig's Equipment caused by Customer's negligence, intentional acts, or unauthorized maintenance and shall reimburse Arvig for the same, within thirty (30) days after receipt by Customer of a request for reimbursement. Customer at its sole cost and expense shall be required to obtain space and power to support Arvig Equipment for the Service(s) for the duration of the Service Term.

Confidential Information. "Confidential Information", as used in this Agreement, shall mean all information not a matter of public record including, but not limited to, real estate information, financial statements, financial information, reports, analyses, compilations, studies, forecasts, records, intellectual property, drawings, contacts, current and prospective customer lists, equipment, accounts receivable records, billing records, charges, fees and billing rates, forms, documents, plans, vendors, suppliers, customers, records, and any other non-public information disclosed.

- Customer is entitled to use any confidential information supplied by Arvig only in connection with Customer's permitted use of the Service(s). Customer shall use Customer's best efforts to protect and keep confidential all confidential information provided in any manner by Arvig to Customer, including but not limited to, by means of installation or possession of any Equipment. Customer shall not copy, alter, reverse-engineer, or tamper with such confidential information or to use it other than in connection with the Service(s). Customer shall not resell, transfer, export, or re-export any Equipment, or any technical data derived there from, in violation of any applicable Minnesota, United States or foreign law.
- Each party acknowledges its access to Confidential Information identified herein and agrees that such is proprietary information and a valuable trade secret, and that any disclosure or unauthorized use of that Confidential Information may cause irreparable harm, loss, and damage. Each party agrees to hold the Confidential Information in strict confidence and not to disclose, disseminate, or discuss any Confidential Information directly or indirectly under any circumstance with any third party and not to use any Confidential Information in any way not specifically authorized herein and to immediately return all Confidential Information received upon receipt of a request to do so. Neither party shall copy, transmit, reproduce, summarize, quote, or make commercial or other use whatsoever of the other party's Confidential Information, except as may be necessary to perform its duties hereunder or as required by law without the express written consent of the other party. Each party shall exercise the highest degree of care in safeguarding the other party's Confidential Information against loss, theft, or other inadvertent disclosure and take all steps necessary to maintain such

confidentiality. Notwithstanding the foregoing, the parties agree that Customer proprietary network information shall only be disclosed in accordance with Arvig's policies and procedures and applicable laws and regulations. If either party is made aware that Confidential Information has been disclosed in an unauthorized manner, such party shall provide notice in writing to the other party consistent with paragraph 30 hereof of such unauthorized disclosure as soon as is commercially feasible, and in no event shall such notice be provided later than fifteen (15) days following the date on which such party is initially made aware of such unauthorized disclosure. Failure of a party who has been made aware of such unauthorized disclosure to provide notice to the other party of such an unauthorized disclosure shall constitute a material breach of this agreement and shall entitle the non-breaching party to terminate this agreement consistent with paragraph 22 hereof.

Return of Equipment. Arvig equipment shall remain the sole and exclusive property of Arvig or Arvig's assignee. Customer shall not tamper with, remove, or conceal any Arvig identifying plates, tags or labels. In the event that Arvig provides Equipment for use by Customer free of charge, or leases equipment to Customer, during the term of this Agreement, upon termination of this Agreement for any reason, Customer must return, at Customer's cost, the Equipment to Arvig in the same condition as furnished to Customer, excepting normal wear and tear. Upon termination of the Service(s), Customer hereby expressly grants Arvig the right to recover any of its equipment from the premises within a reasonable timeframe or within the timeframe identified by Arvig in writing. If Customer fails to return the equipment, Arvig may invoice Customer for the then fair market value of such equipment. Such value shall be determined by Arvig in Arvig's sole and absolute discretion.

Modification of Service(s). Arvig may discontinue, add, or revise any or all aspects of the Service(s) including access to support services, publications and any other products or services ancillary to the Service(s), in Arvig's sole and absolute discretion and with reasonable notice. Customer's use of the Service(s) after the effective date of such changes or additions constitutes the Customer's acceptance of such changes.

Firm Order Commitment Date ("FOC Date"). Within five (5) business days of Order Acceptance for On-Net Services, Arvig shall notify Customer of the Firm Order Commitment date by which Arvig intends to activate the Service and turn it over for Customer's use. For Off-Net Services, Arvig shall notify Customer of the FOC Date within two (2) business days after Arvig receives an installation date from its Third Party Provider. Customer may request a change to the FOC Date after Order Acceptance but no later than fifteen (15) business days before the FOC Date by providing advance written notice to Arvig, subject to the terms and conditions specified in the Master Service Agreement. Customer may submit a request to extend the FOC Date on one occasion per Order for a period up to a maximum of thirty (30) days from the original FOC Date. Customer shall be liable to Arvig for a one-time payment of Five Hundred Dollars (\$500) for each request to change a FOC Date, plus any additional charges for Third Party Services incurred by Arvig in connection with the delayed FOC Date.

Security. Customer agrees to take reasonable measures to protect the security of computers, networks, and communications equipment, including maintaining, at Customer's cost, an up-to-date version of anti-virus and/or firewall software to protect said equipment from malicious code, programs, or other internal components (such as a computer virus, computer worm, bots, etc.). Customer expressly agrees that if any equipment connected to Arvig services becomes infected and causes any of the prohibited activities listed in the Business Internet Service Acceptable Use Policy, Arvig may immediately suspend Service(s) while Customer's equipment is insufficiently protected to Arvig's satisfaction in Arvig's sole and absolute discretion. Customer shall continue to pay all charges, costs, fees, and other amounts due under this Agreement during such suspension. At all times, Customer is solely responsible for the security of any device(s) and equipment Customer chooses to connect to the Service(s) including any data stored or shared on that device.

Taxes, Surcharges, and Assessments. Customer is responsible for payment of any and all federal, state, and local taxes, surcharges, assessments, costs, and charges. Arvig shall collect from Customer all such taxes, surcharges, assessments, costs, and charges unless Customer provides Arvig with proof of exemption. Customer shall indemnify Arvig for any and all taxes, surcharges, assessments, costs, and charges levied against Arvig relative to such exempt status. Arvig may charge, in Arvig's sole and absolute discretion, and Customer shall pay all surcharges and assessments, which are not required by regulatory agencies, but which Arvig is permitted to charge to recover expenses. All such charges shall be set forth on a detailed invoice.

Liens. Any lien shall be discharged by Customer within ten (10) days of the notice of filing. Failure to discharge any such lien is a material breach of this Agreement and may result in immediate termination.

Services, Maintenance, And Upgrade of Facilities. Customer shall reimburse Arvig for all costs and expenses incurred in maintaining its facilities and equipment used to provide Service(s) as set forth in its policies and procedures as a result of work or service calls resulting from Customer's intentional acts and negligence. In such event, Customer shall reimburse Arvig for the cost

of the required maintenance at Arvig's standard time and material rate plus any taxes imposed upon Arvig related to such maintenance.

Planned Maintenance. Arvig reserves the right to interrupt Service(s) for planned maintenance, enhancements, upgrades, or emergency repairs to Arvig's network with reasonable notice to Customer.

Compatible Equipment. Customer shall provide equipment compatible with the Service(s) and Arvig's network and facilities. Customer shall bear the costs of any additional equipment or apparatus reasonably required to be installed because of the use of Arvig's network or facilities. Arvig shall not be responsible for any third-party costs related to configuration changes or troubleshooting of the Arvig provided service(s).

Equipment and Access. Arvig reserves the right to substitute, change or rearrange any equipment used in delivering Service(s) that does not affect the quality, cost, or type of Service(s). Arvig shall manage its network in Arvig's sole and absolute discretion. Customer shall provide all reasonable information, authorizations, and access required by Arvig for the purpose of installing equipment and Service(s), performing routine network grooming, maintenance, upgrades, and addressing emergencies.

Service Interruption Credits. Arvig may determine, in Arvig's sole and absolute discretion, to issue Customer credit, in accordance with the terms of the Service Schedule, when applicable, or on a case-by-case basis, when Arvig is the sole cause of such service interruption, and such interruption is not the result of either planned maintenance, planned enhancements, or upgrades. Such credit shall be based upon the ratio of the duration of the service interruption, measured from the time the interruption is reported to, or detected by Customer, whichever occurs first, to the total time in a 30-day month unless such credit amount shall be otherwise determined by the Service Agreement or Service Level Agreement in which case the Service Agreement or Service Level Agreement determination shall control. No Credit shall be owed for any interruption for reasons authorized hereunder or resulting from a Force Majeure event.

Disclaimer. Except as specifically set forth in this agreement, Arvig makes no warranties, express or implied, under this agreement and specifically disclaims any warranty of merchantability or fitness for a particular purpose. The parties expressly agree that there are no other oral or written representations, warranties, or guarantees except those identified hereunder. Arvig does not warrant that the services will be uninterrupted or error-free.

Limited Liability. Arvig's liability and the exclusive remedy of Customer for claims of damages arising out of or related to the Service(s) or this agreement or both, shall be solely limited to an amount no greater than the amounts paid by Customer to Arvig during the month of the occurrence of any claim. In no event shall Arvig be liable to the Customer for loss of use, loss of income, loss of profits, loss of revenues, loss of savings, or harm to business or any other special, incidental, indirect, punitive, or consequential losses or damages, regardless of the foreseeability thereof.

Warranties. Each Party represents to the other:

- That it is an entity, duly organized, validly existing and in good standing under the laws of the State of its origin, with all requisite power to enter into and perform its obligations under this Agreement in accordance with its terms;
- That, to its knowledge, neither its equipment nor facilities shall pose or create a hazard to the other's Equipment, facilities, personnel, customers, or the public in general;
- That its use of the Service shall comply and conform with all applicable federal, state, and local laws, administrative and regulatory requirements, and any other authorities having jurisdiction over the subject matter of this Agreement, and it shall be responsible for applying for, obtaining, and maintaining all registrations and certifications which may be required by such authorities.

Mutual Indemnification. To the extent permitted by law, Arvig and the Customer shall indemnify, hold harmless, and defend each other, its officers, parent, and/or affiliated companies, employees, agents and subcontractors from liabilities, claims, damages, and expenses whatsoever (including reasonable attorney's fees) arising out of or in connection with Arvig and Customer's use or Arvig and the Customer's end-users or third parties' resale or sharing of the Services or both. Arvig and the Customer indemnification obligations do not apply to claims for damages to real or tangible personal property or for bodily injury or death to the extent caused by either party due to their negligence, gross negligence or willful misconduct.

Default And Termination. Unless otherwise provided by law, Customer shall, upon providing Arvig a notice of termination of Services, be responsible for payment from the Service End Date (date of disconnection) to the end of the 30-day-notice period. In the event of early termination, the early termination fee shall be calculated from the end of the 30-day-notice period until the expiration date of the current term.

- It is expressly agreed by the parties that Customer's use of the Service(s) provided, and any equipment associated therewith shall not violate the provisions of any of Arvig's policies and procedures, including Arvig's Business Internet Service Acceptable Use Policy, which can be found at www.arvig.com and is incorporated herein by reference. Arvig may immediately suspend or terminate, without liability, the Services for any violation of this provision. Arvig reserves the right to revise the terms and provisions of all of its policies and procedures as it deems appropriate in its sole and absolute discretion, and this Agreement is subject to all such revisions.
- Except as set forth above, if either party violates any provision of this Agreement the non-defaulting party may send the defaulting party written notice detailing the default. The defaulting party shall have:
 - 10 days from the date of the written notice to cure a payment default, or
 - 30 days from the date of the written notice to cure a non-payment default.
 - If the defaulting party fails to cure, the non-defaulting party may terminate this Agreement and any Services hereunder upon notice or pursue any and all other legal remedies. This Agreement also may be terminated by either party in accordance with the provisions of the then current tariff or price list.
- If Customer terminates this Agreement or all or any part of the Service(s) at any time after the Effective Date, or If Arvig terminates this Agreement as a result of Customer's breach, Arvig may charge Customer an early termination fee equal to and including any or all of the following:
 - 100% of the total MRC, surcharges and taxes for the Services Term then remaining, and
 - any unpaid activation, installation and/or special construction charges, and
 - reasonable attorneys' fees, costs, and expenses incurred attempting to collect amounts due from Customer whether or not formal litigation is commenced, and
 - all other fees or costs, whether previously waived or not, less amounts already paid.
- Customer shall not be liable for the early termination fees set forth above if Arvig breaches the Agreement, or if the Customer orders from Arvig services of equal or greater MRC than the Service(s) terminated, and the new services are ordered within 30 days of the termination and approved by Arvig. Customer acknowledges that Arvig's damages for early termination would be difficult to determine and the termination charge(s) constitutes liquidated damages and are not intended as a penalty. All such amounts shall become immediately due and payable by Customer to Arvig.

Business Customers. Customer shall be prohibited from reselling any Service(s), equipment, or products provided by Arvig to Customer, in whole or in part, directly or indirectly, in a bundled or unbundled manner or in any manner whatsoever. Customer hereby expressly warrants and guarantees that Customer will not resell any Service(s), equipment, or products provided by Arvig to Customer.

Force Majeure. In the event that either party's performance is delayed, prevented, or inhibited because of any Act of God, fire, casualty, delay or disruption in transportation, flood, war, strike, lockout, epidemic, pandemic, destruction or shut-down of facilities, shortage or curtailment, riot, insurrection, governmental acts or directives, or any cause beyond such party's reasonable control, the party's performance shall be excused and the time for the performance shall be extended for the period of delay or inability to perform resulting from such occurrence. The occurrence of such an event shall not constitute grounds for a declaration of default by either party hereunder.

Equal Opportunity Clause. EEO and Notice of Labor Rights. Seller shall, to the extent they apply, abide by (1) the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a), which prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin and require affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status, or disability; (2) 29 CFR Part 471, Appendix A to Subpart A, and (3) E-Verify.

Execution in Counterparts. This Agreement and any amendments or modifications hereto may be executed in a number of identical counterparts and may be signed electronically, or by facsimile. An electronically signed version of this agreement shall have the same binding effect as a "wet ink" original between the parties and under the applicable law.

Remedies and Waiver. The various rights and remedies given to or reserved by either party herein or allowed by law, are cumulative, and the same shall continue in full force. No failure of either party to insist upon the performance of any provision, no failure to exercise any right granted hereunder, no delay or omission to exercise any of its rights shall not be construed as a waiver

or any default or acquiescence of such provisions(s), nor shall the same be considered a condonement of any continuing or subsequent breach of the same provision. Both parties shall maintain any and all contractual, statutory, equitable, and legal remedies available hereunder or otherwise except as otherwise provided for hereunder.

Merger and Modification. This Agreement, together with the attachments and addenda incorporated herein by reference, constitute the entire agreement between the parties with respect to the subject matter hereof, and supersedes any and all prior discussions, representations, negotiations, memoranda, or agreements whether oral or written, between the parties related hereto. No alteration, modification, or interpretation hereof shall be binding unless in writing and signed by both parties.

Severability/Blue Pencil Doctrine. If any provision(s) hereof is held to be invalid, void, unreasonable, or unenforceable, by a court of competent jurisdiction, the remainder of the provisions shall nevertheless remain unimpaired and in effect and such objectionable provision(s) shall be deemed modified to the minimum extent necessary to make it valid, reasonable, or enforceable and the court shall hereby have the authority to modify such provision(s) to give maximum effect to the original meaning of the provision while modifying the provision(s) in the least substantive manner possible in order for the Court to no longer hold the provision(s) to be objectionable.

Survival. All provisions prescribing representations, warranties, covenants, choice of forum, choice of law, severability, merger, modification, remedies, limited liability, indemnification, equipment, and confidentiality rights and obligations of the parties of this agreement and any provisions which otherwise by their terms prescribe a time period beyond the scope of the term of this agreement shall survive the termination of this Agreement and continue for a period not to exceed the relevant statute of limitations.

Notices. All notices required hereunder shall be considered valid if in writing and made by personal delivery, United States First Class Mail, overnight delivery, certified mail, or by digital transmission with receipt verification and are effective as of the date of transmission. Notices shall be sent as follows:

- If to Customer: To the address(es) and contact information listed in the customer account
- If to Arvig, to Arvig’s COO, 150 Second Street SW, Perham, MN 56573.

Assignment. Customer may not assign its rights or obligations hereunder without the prior written consent of Arvig. Arvig may assign its rights and obligations hereunder by providing Customer with notice of such assignment. Any attempt by Customer to so assign its interest shall be void and constitute a default under this agreement entitling Arvig to any and all remedies hereunder or at law.

Choice of Forum, Choice of Law. This Agreement shall be construed, enforced, interpreted, and governed by and in accordance with the laws of the State of Minnesota. Any legal proceeding arising hereunder shall be commenced in the District Court of Otter Tail County, Minnesota.

Joint Venture, Partnership, Third-Party Beneficiaries. Nothing in this Agreement is intended to, or shall be construed as creating a Partnership, Joint Venture, or any third-party beneficiaries.

Time. Time is of the essence for all provisions of this Agreement.

ARVIG ENTERPRISES, INC.		CUSTOMER	
Signature:	_____	Signature:	_____
Name:	_____	Name:	_____
Title:	_____	Title:	_____
Date:	_____	Date:	_____

**ARVIG® SERVICE SCHEDULE
(Service Level Agreement)
ETHERNET & IP SERVICES**

This Arvig Service Schedule (Service Level Agreement) Ethernet and IP Services is subject to, and made a part of, the Arvig Master Service Agreement ("MSA") entered into between the signed Parties on the MSA. Arvig owns and operates telecommunications facilities and is in the business of providing certain Ethernet services ("**Ethernet Services**") and Internet access services ("**IP Services**"). Capitalized terms not defined herein will have the meaning ascribed to them in the MSA. Our Service Level Agreement can also be found online at www.arvig.com.

1. DEFINITIONS. The following additional definitions shall apply to Ethernet and IP Services:

- 1.1 95th Percentile Calculation:** the calculation method used to measure Bandwidth usage for Service Orders which specify Burst Bandwidth. Samples of average Bandwidth utilization rates of both inbound and outbound traffic from Customer port(s) are collected in five (5) minute intervals over a calendar month. The higher of such samples (Inbound or Outbound) are placed on a list and sorted from highest to lowest in amount of Mbps. The highest five percent (5%) of samples are discarded and the next highest sample is chosen to represent the 95th percentile calculation for that month.
- 1.2 Allocated MRC:** means a portion of a Monthly Recurring Charge allocated by Service and/or each Customer Location (in the case of multipoint Service(s)) on a pro-rata basis;
- 1.3 Bandwidth:** the amount of data (quantified as Mbps) made available to Customer as specified in a Service Order, or in the event of usage based billing, the amount of data transmitted by Customer's Equipment.
- 1.4 Bandwidth Commitment:** the Customer's commitment, in a given month to pay for a certain level of Bandwidth. Customer agrees to pay the MRC specified on the Service Order as a minimum monthly charge regardless of actual usage. A Bandwidth Commitment must be specified on a Service Order to be applicable.
- 1.5 Burst Bandwidth:** the amount of Bandwidth usage, based on the 95th Percentile Calculation, in excess of a Bandwidth Commitment. Any usage in excess of the Bandwidth Commitment will incur additional MRC based on the 95th Percentile Calculation. Burst Bandwidth must be specified on a Service Order to be applicable.
- 1.6 Costs:** any applicable cancellation; termination or other charges from Third Party Providers, charges for make ready work, permitting and engineering fees, special construction charges and/or capital equipment costs
- 1.7 EPL:** an Ethernet Private Line is a managed service providing a port-based, point-to-point Ethernet Virtual Connection between two UNI's. Service Multiplexing is not supported. All Customer traffic is mapped to a single EVC.
- 1.8 EVC:** an Ethernet Virtual Circuit. An EVC is a logical association between two or more UNIs, connecting two or more subscriber sites where the UNI is a standard Ethernet interface serving as the point of demarcation between the Customer Equipment and Arvig's Network.
- 1.9 EVPL:** an Ethernet Virtual Private Line (EVPL) is a logical association of two (or more) User Network Interfaces (UNIs) where one physical connection can support multiple virtual connections. EVPL supports Service Multiplexing at one or more UNI/NNI.
- 1.10 FXS:** Foreign eXchange Subscriber (FXS) interface is the port that actually delivers the analog line to the subscriber. In other words it is the "plug on the wall" that delivers a dial tone, battery current and ring voltage.
- 1.11 G.711:** G.711 is a high bit rate (64 Kbps) ITU standard codec. Using G.711 for VoIP will give the best voice quality.
- 1.12 G.729:** G.729 is an ITU-T audio data compression standard that operates at 8 kbit/s. G.729 is commonly used in Voice over IP (VoIP) applications because of its inherently low bandwidth requirement.
- 1.13 NNI:** is the Network-to-Network Interface (NNI) is the physical interface used to interconnect to Arvig's network. It provides the point of demarcation between two carriers' networks.
- 1.14 On-Net:** is any Service which connects two locations to which Arvig is already providing the same type of Service at the time of the Service Order and which is provisioned entirely on Arvig facilities and does not include any Third Party Services (as defined herein) or special construction.
- 1.15 Off-Net:** is any Service which does not meet the definition of On-Net in Section 1.11.
- 1.16 Physical Interface:** an Ethernet interface as defined by the IEEE 802.3 standard. Ethernet physical media types include 10BaseT, 100Base-T, 1000Base-SX/LX, and 10GBase-x.
- 1.17 PRI:** Primary Rate Interface (PRI) provides a varying number of voice channels and consists of 23xB (B channels - bearer channels) and 1xD (D channel - delta channel) (23 64-kbit/s digital channels + 1 64-kbit/s signaling/control channel) on a T1 (1.544 Mbit/s).

- 1.18 Point of Demarcation:** is the network interface point specified on a Service Order where Arvig hands off Service to Customer. Unless otherwise specified on the Service Order, the NNI and/or UNI interface ports will serve as the Point of Demarcation of the service.
- 1.19 Service Multiplexing:** A UNI or NNI attribute that supports multiple simultaneous EVC instances across a single interface.
- 1.20 SIP:** The Session Initiation Protocol (SIP) is a signaling communications protocol, widely used for controlling multi-media communication sessions such as voice and video calls over Internet Protocol (IP) networks.
- 1.21 SIP Trunk:** Session Initiation Protocol (SIP) Trunking is the use of voice over IP (VoIP) to facilitate the connection of a private branch exchange (PBX) to Arvig's telephone switch over IP networks.
- 1.22 T1/DS1:** A 1.544 Mbps point-to-point, dedicated, digital circuit provided by Arvig. T1 lines are widely used for connecting an organization's PBX to Arvig or a local network (LAN) to an Internet provider (ISP).
- 1.23 T.38:** T.38 is an ITU recommendation for allowing transmission of fax over IP networks in real time.
- 1.24 UNI:** the User Network Interface (UNI) is the interface used to interconnect a customer to Arvig's network. The UNI also provides a reference point for demarcation between Arvig and the Customer's networks. Arvig is responsible for service up to the UNI point, which is the default Point of Demarcation.
- 1.25 VLAN:** Virtual Local Area Network, a network configuration that allows a group of hosts to communicate as if they were attached to the same wire, regardless of their physical location configured using the IEEE 802.1Q standard.
- 2. ACCEPTABLE USE POLICY.** All Ethernet and IP Services shall be subject to and conditioned upon Arvig's Acceptable Use Policy published at www.arvig.com, (the "Website") and are hereby incorporated into the Agreement.
- 3. ETHERNET SERVICE DESCRIPTION.** Arvig Ethernet services provide dedicated or shared connectivity for transport of voice, data, video or other forms of communications traffic. The service provides Ethernet connections from an Arvig POP or Data Center/Collocation facility to one or more Customer locations. The service supports transmission speeds from 10Mbps up to 10Gbps. Service terminates at the NNI or UNI port(s) typically located in a Customer's common telecommunications facility or meet-me point. Arvig's Ethernet Services meet IEEE 802.3 standards and Arvig's Ethernet services also use 802.1Q VLAN tagging and stacking to support certain configurations. In general, the service is based on terminology and attributes defined and used by the Metro Ethernet Forum (MEF). The service generally follows the MEF definition of EPL and EVPL network configurations. Ethernet services can be specified on any Service Order in any of the following configurations:
- 3.1 Ethernet Service Configurations:**
- a) E-Line (Ethernet Virtual Private Line):** a data service defined by the Metro Ethernet Forum, providing a point-to-point Ethernet connection between a pair of User-network interfaces (UNIs).
 - b) E-LAN (Ethernet Virtual Private LAN):** a multipoint-to-multipoint Ethernet Virtual Connection (EVC) defined by the Metro Ethernet Forum, providing a Ethernet connection between two or more User-network interfaces (UNIs).
 - c) E-Tree (Ethernet Virtual Private Tree):** a point-to-multipoint Ethernet Virtual Connection defined by the Metro Ethernet Forum, providing a Ethernet connection from one root User-network interface (UNI) to multiple remote UNIs, requiring all traffic to flow through the root UNI.
 - d) DIA (Dedicated Internet Access):** low latency, synchronous Internet access at a guaranteed bandwidth rate, directly to a User-network interface (UNI).
- 3.2 Optional Ethernet Features:** a) **Quality of Service:** QoS enables Customer to prioritize traffic from multiple applications that may compete for the same network resources within the Ethernet service on the Arvig network. By assigning pre-determined levels of network priority to bandwidth, Customer can achieve a more predictable traffic flow across the Arvig network. Customer is solely responsible for its QoS configurations in accordance with Arvig's available classes of network priority. With each ordered QoS class, Customer must order a separate Bandwidth Commitment across all the ports in the Service.
- 4. IP SERVICE DESCRIPTION.** Arvig IP services include standard and Burstable IP services which provide dedicated connectivity and access to the public Internet via Arvig's Tier 1 peering arrangements with various Internet network providers. Arvig IP services are provided over its high capacity, globally interconnected network with a single AS. IP Service is available as multiservice IP Ports up to 10Gbps bandwidth. The service provides internet connections from a Arvig point of presence or Data Center/Collocation facility to one or more On-net customer locations within a metropolitan area. IP Service can be specified on any Service Order in any of the following configurations:
- 4.1 IP Service Configurations**
- a) DIA: Dedicated Internet Access.** Extends IP transit out through Arvig's metro footprint, End to end service – "IP to your door". The default configuration is fiber extension (where available) and secondary configuration is Ethernet access (where available), or SONET access (last resort).

4.2 Optional IP Features: Customer may request related services such as additional IP Addresses, primary and secondary DNS, or BGP.

5. PROTECTION OPTIONS. Arvig Ethernet and IP Services are available with the following protection options:

5.1 Protected Services. Ethernet and IP Services which are protected shall mean any Service that includes a protection scheme that allows traffic to be re-routed in the event of a fiber cut or equipment failure. In order for a Service to be considered “Protected”, all seven Service Order Detail items must match the table below corresponding to the Service type.

Service Order Details	Ethernet Services	IP Services
Core-Network Fiber Path Diversity*	Yes	Yes
Core-Network Protection*	Yes	Yes
Diverse Laterals > 50 feet separation	Yes	Yes
Handoff	2-fiber/Cat.5	2-fiber/Cat.5
Entrance	Dual or Single	Dual or Single
Local Fiber Path Diversity*	Yes	Yes
Local Network Protection*	Yes	Yes

Example: A service is ordered with “Yes” for Core Network and Local Network Protection, but “no” is selected for core-Network Fiber Path Diversity. If an outage occurs on the circuit, the Services shall be deemed an Unprotected Service.

*Local Network Fiber Path Diversity indicates whether or not the ordered service will have a diverse physical fiber route within the local network(s). Core Network Fiber Path Diversity indicates whether or not the ordered service will have a diverse physical fiber route within the core network. Local Network Protection indicates whether or not the ordered service has both a working and protection channel within the local network(s) which will be electronically switched in the event of a failure. Core Network Protection indicates whether or not the ordered service has both a working and protection channel within the core network which will be electronically switched in the event of a failure. Local network is defined as the network between an Arvig POP or on-net ILEC Central Office in a market and the originating or terminating location of the service. Core network is defined as the network between an Arvig POP or on-net ILEC Central Office and another Arvig POP or on-net ILEC Central Office.

5.2 Unprotected Services. Ethernet and IP Services that do not match all Service Order Detail items corresponding to the Service type listed in the table above shall be deemed “Unprotected”.

6. EQUIPMENT AND INSTALLATION. 6.1 Arvig Equipment. Arvig, or its agent, may provide, install, maintain, repair, operate and control Arvig’s equipment (“**Arvig Equipment**”). Arvig’s Equipment shall remain the sole and exclusive property of Arvig, and nothing contained herein shall give or convey to Customer, or any other person, any right, title or interest whatsoever in Arvig’s Equipment, notwithstanding that it may be, or become, attached to, or embedded in, realty. Customer shall not tamper with, remove or conceal any identifying plates, tags or labels identifying Arvig’s ownership interest in Arvig’s Equipment. Customer shall not adjust, align, and attempt to repair, relocate or remove Arvig’s Equipment, except as expressly authorized in writing by Arvig. Customer shall be liable for any loss of or damage to Arvig’s Equipment caused by Customer’s negligence, intentional acts, or unauthorized maintenance and shall reimburse Arvig for the same, within thirty (30) days after receipt by Customer of a request for reimbursement. Customer at its sole cost and expense shall be required to obtain space and power to support Arvig Equipment for the Service for the duration of the Service Term.

6.2 Access and Customer Premises Obligations. Customer, at its sole cost and expense, shall provide Arvig with access to all Customer locations for purposes of installation, maintenance, and repair of Arvig Equipment on Customer premises. For purposes of the preceding sentence, “access” shall include without limitation any necessary license(s) to access the building and or property for the duration of the Service Term. However, notwithstanding Customer’s responsibility, if Arvig is required by a third party to obtain and maintain any such license to access the building or property, Customer agrees to reimburse Arvig for its costs related to obtaining and maintaining such licenses during the Service Term. Arvig shall provide reasonable notice under the circumstances to Customer prior to entering Customer’s point of presence to install, maintain or repair any of the Arvig Equipment. Customer will provide a safe place to work and comply with all applicable laws regarding the working conditions on the Customer premises.

6.3 Customer Equipment. Customer is responsible, at its sole cost and expense, for connecting to the Point of Demarcation specified in the Service Order. Equipment and service beyond the Point of Demarcation and/or interconnection between Arvig’s facilities and terminal equipment and the wiring at the Point of Demarcation shall be the responsibility of Customer (“**Customer Equipment**”). Customer must procure and maintain, at its sole cost and expense, Customer Equipment which is technically compatible with the Service and the Arvig Network. Arvig shall have no obligation to install, maintain or repair any non-Arvig Equipment, including any Customer Equipment. If, on responding to a Customer initiated service call, Arvig reasonably determines that the cause of the service deficiency was a failure, malfunction or the inadequacy of equipment

other than Arvig's Equipment, Customer shall compensate Arvig for actual time and materials expended during the service call.

7. SERVICE REQUESTS AND DELIVERY.

- 7.1 Acceptance and Projected Service Activation Date.** Within five (5) business days of Arvig's acknowledgment of a Service Order for On-Net Services, or within two (2) business days after Arvig's receipt of its Off-Net provider's projected service activation date for Off-Net Services, Arvig will notify Customer (in writing or electronically) of its acceptance of the Service Order ("**Service Order Acceptance**"). Arvig may accept or reject any submitted Service Order in its sole discretion.
- 7.2 Firm Order Commitment Date.** Within five (5) business days of Service Order Acceptance for On-Net Services, Arvig shall notify Customer of the Firm Order Commitment date by which Arvig intends to activate the Service and turn it over for Customer's use ("**FOC Date**"). For Off-Net Services, Arvig shall notify Customer of the FOC Date within two (2) business days after Arvig receives an installation date from its Third Party Provider. Customer may request a change to the FOC Date after Service Order Acceptance but no later than fifteen (15) business days before the FOC Date by providing advance written notice to Arvig, subject to the terms and conditions specified herein. Customer may submit a request to extend the FOC Date on one occasion per Service Order for a period up to a maximum of thirty (30) days from the original FOC Date. Customer shall be liable to Arvig for a one-time payment of Five Hundred Dollars (\$500) for each request to change a FOC Date, plus any additional charges for Third Party Services incurred by Arvig in connection with the delayed FOC Date.
- 7.3 Service Activation.** After Arvig has determined that the Service conforms to the relevant Service Specifications, Arvig will notify Customer that the Service is activated, meets the Service Specifications and is available for use by Customer ("**Service Activation Notice**"). The "**Service Activation Date**" shall be the earlier of (i) the date on which Customer begins using the Service for any purpose other than testing; or (ii) the date that Arvig has sent the Service Activation Notice to Customer. Customer shall have two (2) days in which to notify Arvig that it is rejecting the Service because the Service does not meet the Service Specifications. If Customer has notified Arvig within such two (2) day period that the Service does not meet the Service Specifications, then Arvig shall take such steps reasonably necessary to cause the Service to meet the Service Specifications, at which time Arvig shall issue a new Service Activation Notice and the acceptance process above shall be repeated. Customer's failure or delay to test the Service or failure or delay to utilize the Service on or after the Service Activation Notice date shall not prevent Arvig from billing Customer for the Service.
- 7.4 Incrementally Delivered Services.** If specified in a Service Order, Arvig and Customer may agree to incrementally deliver individual Services, when ready, which may result in different Service Activation Dates for such incrementally delivered Services. For multipoint Services, Arvig may incrementally deliver Service to each Customer Location when ready. The Service Term for incrementally delivered multipoint Services shall begin on the Service Activation Date of the first location and/or circuit delivered and shall end after the period specified as the Service Term from the Service Activation Date of the last location and/or circuit delivered. Unless otherwise set forth in a Service Order, any Bandwidth Commitment for an incrementally delivered service will be proportionally reduced to reflect the number of locations incrementally delivered out of the total number of locations included under such Bandwidth Commitment and Burst Bandwidth will be determined by using the level then in effect as of the last day of each calendar month.

8. SERVICE LEVEL OBJECTIVES

Service Element	Description	Objective	Measurement Timeframe	Service Outage Credit per Affected Service	
Mean Time to Repair (MTTR)	Time that Service remains unrepaired due to a Service Outage	4 hours	Per Incident	5% of MRC for each full 4-hour or 8-hour period, respectively	
Ethernet Service Availability	Time that Service is available (i.e. unaffected by a Service Outage)	Standard and/or Unprotected = 99.99%	One (1) Month	10% of MRC plus additional 25% MRC if Arvig fails to cure within 30 days	
		Dedicated and/or Protected = 99.99%			
IP Service Availability	Time that Service is available (i.e. unaffected by a Service Outage)	99.99%	One (1) Month	10% of MRC plus additional 25% MRC if Arvig fails to cure within 30 days	
Loss	Packet loss (occurring when one or more packets of data traveling	99.99%	One (1) Month	Less than 3 hours	None

	across the Arvig Network fail to reach their destination based on Arvig's measurements) averaged among pairs of core routers within an Arvig Network region.			Between 3 and 6 hours	10% of MRC of affected circuit
				Between 7 and 10 hours	20% of MRC of affected circuit
				More than 10 hours	50% of MRC of affected circuit
Latency	Average roundtrip time for packets to travel among pairs of core routers within a specified region, as measured by Arvig, which exceed the following values for a sustained period of two (2) or more hours.	99.99%	One (1) Month	Less than 3 hours	None
				Between 3 and 6 hours	10% of MRC of affected circuit
				Between 7 and 10 hours	20% of MRC of affected circuit
				More than 10 hours	50% of MRC of affected circuit

8.1 LATENCY- Ethernet Frame Delay (referred to herein as "Latency"), as it relates to the Services, is defined by Arvig as the time elapsed from when the first bit of an Ethernet frame enters the ingress User Network Interface (UNI) to when the last bit of the same frame leaves the egress UNI. Latency shall be averaged on a monthly basis and the Service Level Objective for Latency above is applicable to Ethernet

8.2 LOSS- Ethernet Packet Loss Ratio (referred to herein as "Loss"), as it relates to the Services, is defined by Arvig as the percentage of Ethernet packets/frames that arrived successfully at an ingress UNI and should have been delivered to an egress UNI, but were not. Loss shall be averaged on a monthly basis and the Service Level Objective for Loss above is applicable to Ethernet frames that traverse a single Arvig Metro Ethernet Network and are "in-profile" (conform to the performance attributes of the Service).

9. SERVICE OUTAGES FOR ON-NET SERVICES. Arvig will issue Service Outage Credits to Customer for On-Net circuits affected by interruptions in Service, including service elements that fall below the guaranteed level ("Service Outage"); provided, that any such interruption or failure of a service element will not be deemed a Service Outage if Arvig's network is unavailable as a result of: (a) any act or omission of the Customer or its End User Customers, or their representatives, contractors, agents, authorized invitees, successors or assigns; (b) the configuration, failure or malfunction of non-Arvig equipment or systems; (c) any interruption or failure of a service element caused by scheduled maintenance or planned enhancements or upgrades to Arvig's network; (d) Arvig not being given reasonable access to the premises; or (e) a Force Majeure Event. Each of the events described in this Section 9 (a), (b), (c), (d) and (e) shall be deemed an "Excused Outage."

9.1 Service Outage Credit. As specified in the Service Level Objective above, in the event of a Service Outage not due to an Excused Outage, Customer shall be entitled to one of the service outage credits per the table in Section 8 herein ("**Service Outage Credit**"). For any multipoint Service, the Allocated MRC shall be used for purposes of calculating Service Outage Credit per the table in Section 8. For the purpose of measuring the Service Outage Credit, the duration of a Service Outage begins when Arvig records a trouble ticket number and ends when the Service is restored ("**Service Outage Duration**"). Service Outage Duration is applicable to specific affected circuits and shall not be aggregated among circuits for purposes of determining Service Outage Credit. In the event of multiple Service Element failures, the Service Outage Credits for each affected Service Element shall not be aggregated. Rather, the Service Outage Credit shall be the greater of any applicable individual Service Element credit shown on the table in Section 8. The maximum Service Outage Credit in a calendar month for any affected circuit shall not exceed 100% of the MRC for the affected circuit.

10. ISSUANCE OF CREDITS. In order to receive Service Outage Credit, Customer must (a) immediately report the Service Outage to the **Arvig Network Operations Center at 877-566-0748, nocsupport@arvig.com**, and open a trouble ticket, and (b) make a written request for a credit within seven (7) days following the end of the month in which the Service Outage occurred. Upon receipt of Customer's request, Arvig will investigate the claim under the terms described in this Service Schedule. Credits will be granted only if Customer has afforded Arvig reasonable access to Customer's premises for appropriate repairs, maintenance, testing and

any other work in order to remedy the cause of the Service Outage. The issuance of credits pursuant to this Section is Arvig's sole obligation and Customer's sole remedy for any failure or non-performance of an Ethernet Service or IP Service under this Agreement. Service credits shall be deducted from the charges payable by Customer hereunder and shall be expressly indicated on the Customer invoice.

- 11. CHRONIC SERVICE OUTAGES.** For Protected On-Net Services, if Customer experiences five (5) or more Service Outages on the same circuit each lasting more than sixty (60) minutes in any thirty (30) day period, and the Service Outages are not Excused Outages, Customer may terminate the impacted Services without any further liability to Arvig. For Unprotected On-Net Services, if Customer experiences five (5) or more Service Outages on the same circuit each lasting more than twelve (12) hours in any thirty (30) day period, and the Service Outages are not Excused Outages, Customer may terminate the impacted Services without any further liability to Arvig. In order to exercise a right to terminate under this Section 11, Customer must notify Arvig in writing that it is exercising its right under this Section 11 within thirty (30) days after the event giving rise to a right of termination. Customer shall be deemed to have waived its right to terminate under this Section 11 if it fails to provide the requisite notice of termination within such thirty (30) day period.
- 12. THIRD-PARTY SERVICES.** If Customer orders Services which cannot be provided entirely on the Arvig network or otherwise require Arvig to obtain services from a third party ("**Third Party Provider**") on behalf of Customer, including without limitation Off-Net Services ("**Third Party Services**") and Arvig agrees to provide such Services, Arvig shall procure the required Third Party Services subject to the following, to which the Customer acknowledges and agrees: (a) the Third Party Services will be provided by a Third Party Provider; (b) the Third Party Services will function and perform in accordance with the service level obligations provided by the Third Party Provider to Arvig; (c) any rights, remedies, outage credits, or other service-specific terms that the Customer may have or be entitled to under this Service Schedule are limited to the same terms that Arvig has in place with the Third Party Provider; (d) the costs for the Third Party Service will be incorporated into the MRC and NRC set forth in the applicable Service Order; (e) if Arvig purchases Third Party Services pursuant to Third Party Provider's applicable tariff, Customer is responsible for any additional charges imposed on Arvig pursuant to Third Party Provider's applicable tariff; and (f) if the Customer cancels or terminates any Service which includes a Third Party Service prior to the conclusion of the Service Term or Service Renewal Term, then the Customer will pay any and all cancellation and/or early termination charges that Arvig actually incurs for the cancellation or termination of such Third Party Services, plus any charges remaining under this Agreement.

We have prepared a quote for you

City of Rogers - Bandwidth Upgrade and 2027 Office Move

Quote # DH012105
Version 2

Prepared for:

City of Rogers

Prepared by:

Daniel Hedstrom

Thursday, July 23, 2026

City of Rogers
Jason Greninger
21860 Industrial Ct
Rogers, MN 55374
jgreninger@rogersmn.gov

Dear Jason,

This agreement includes an upgrade of the existing 200x200 Mbps circuit to a 1 Gig service through September 2027. At that time, the current location at 21860 Industrial Ct will relocate to 21701 Industrial Blvd. Once the City of Rogers coordinates the move-in date with OneNet Global and the underlying carrier, we will install a new 1 Gig circuit at the new facility. This solution does not require BGP Internet service, routers, or ISRs on-site.

Billing will not begin at the 21701 Industrial Blvd site until the new 1 Gig circuit is installed and the previous one is decommissioned.

Thank you again for the opportunity to support your business and connectivity needs. We appreciate your continued partnership.

Thanks,

Daniel Hedstrom

Daniel Hedstrom
Account Manager
OneNet Global

21860 Industrial - Monthly

Description	Recurring	Qty	Ext. Recurring
Managed Internet Fiber 1000MBx1000MB	\$915.00	1	\$915.00
Monthly Subtotal:			\$915.00

21701 Industrial - Monthly

Description	Recurring	Qty	Ext. Recurring
Managed Internet Fiber 1000MBx1000MB	\$915.00	1	\$915.00
Monthly Subtotal:			\$915.00

City of Rogers - Bandwidth Upgrade and 2027 Office Move



Prepared by:

OneNet Global

Daniel Hedstrom

952-960-1019

daniel.hedstrom@onenetglobal.com

Prepared for:

City of Rogers

21860 Industrial Ct

Rogers, MN 55374

Jason Greninger

(763) 428-0917

jgreninger@rogersmn.gov

Quote Information:

Quote #: DH012105

Version: 2

Delivery Date: 07/23/2026

Expiration Date: 08/28/2026

Monthly Recurring Payment Summary	Amount
21860 Industrial - Monthly	\$915.00
21701 Industrial - Monthly	\$915.00
Monthly Total:	\$1,830.00

Agreement Review	Payments	Interval	Amount
Agreement Terms			
3 Year	36	Monthly	\$1,830.00

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors. If you are currently enrolled in OneNet Global auto pay your credit card on file will be charged for this transaction. Financing contingent upon credit approval.

OneNet Global

City of Rogers

Signature: Daniel Hedstrom

Name: Daniel Hedstrom

Title: Account Manager

Date: 07/23/2026

Signature: _____

Name: Jason Greninger

Date: _____

Agreement Terms and Conditions

This agreement between the Client herein and OneNet Global is effective as of the date recorded in *Acceptance and Authorization*, shall remain in force for the Agreement Term specified there (as well as any additional renewal periods), and will be reviewed quarterly to address any necessary adjustments or modifications. Should adjustments or modifications be required that increase the monthly fees paid for the services rendered under this agreement, these increases will be addressed through Addenda which both parties will review and authorize. This agreement automatically renews for the same period as the Initial Term beginning on the day immediately following the expiration of the Initial Term, unless one party gives the other ninety (90) days prior written notice of its intent not to renew this agreement.

a. Projects. It is understood that services requested by Client that fall outside of the terms of this agreement will be considered Projects and will be quoted, authorized by Client and billed as separate, individual service engagements.

b. Change Control. For all subscription service changes, change control mechanisms will be followed as identified.

c. Acknowledgement. Client acknowledges that all monitoring and services management software provided by OneNet Global is proprietary software and the exclusive property of OneNet Global Technologies.

d. Scheduling. Active support services under this agreement will commence at the conclusion of the Onboarding process, with the date to be agreed by both parties.

e. Audits. OneNet Global Technologies will provide answers and/or recommendations to auditor(s) as requested. However, OneNet Global will not be held legally responsible or liable for the outcome and/or responses to any audit.

I. Only devices identified through the Onboarding process, or subsequently as updated, will be covered under this agreement.

II. Client will work with OneNet Global Technologies to document all devices that will be under this agreement during the Onboarding process and for all additional acquisitions throughout the initial Term and any renewal Terms.

f. Termination. Both parties shall have the right to terminate the contract after giving ninety days (90) notice in writing if the following terms apply.

I. Client may terminate agreement upon ninety (90) days written notice if OneNet Global Technologies:

II. If agreement is terminated by Client prior to agreement term end date, and OneNet Global is not in breach of this agreement, the outstanding fee for the remainder of the initial term or renewal term will become due in full upon agreement termination. Client agrees to pay outstanding fees upon termination.

i. Fails to fulfill in any material respect its obligations under this agreement and does not cure such failure within sixty (60) days of receipt of such written notice.

ii. Breaches any material term or condition of this agreement and fails to remedy such breach within sixty (60) days of receipt of such written notice.

III. On any termination, Client agrees to return all OneNet Global-owned equipment and to return or destroy all OneNet Global-provided confidential information.

IV. If either party terminates this agreement, OneNet Global Technologies will assist Client in the orderly termination of services, including timely transfer of the services to another designated provider. Client agrees to pay OneNet Global Technologies the actual costs of rendering such assistance, if costs are incurred.

g. This Service Order.

I. This service order will be honored for 30 days.

II. This Service Order valid only with executed Master Service Agreement and counter signature from OneNet Global.

III. This Service Order amends the Master Services Agreement between Client and OneNet Global for monitoring, maintenance and IT support services per these additional terms as subscribed.

IV. Surcharges and applicable taxes are not included in this quote.

VI. 50% of one time cost due at time of signing.

VII. Property/Entrance conduct and inside wiring charges may apply pending site survey and design.

VIII. Any changes submitted two weeks prior to date of install will need to be evaluated to see if it can be implemented in time and Customer may incur additional charges.



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 28, 2026

Agenda Item: 5.12

Subject:

Approval of Resolution 2026-58 Authorizing a Letter of Credit Reduction for Northview Preserve Early Grading Agreement and Subdivision Agreement

Prepared By: Eric Burtness, Community Development Specialist

Recommended Council Action

Motion to approve Resolution 2026-58 authorizing letter of credit reductions for Northview Preserve.

Overview / Background / Analysis

Summergeate Development, LLC has requested a Letter of Credit (LOC) reduction for work completed on Northview Preserve. After review, City Engineering is recommending a reduction of \$429,564.00 from the current LOC amount of \$1,899,707.00. The amended LOC amount the City will hold will be \$1,470,143.00. Resolution 2026-58 attached to this item authorizes the reduction.

Summergeate Development, LLC has also requested a Letter of Credit (LOC) reduction for the Northview Preserve Grading LOC. After review, City Engineering is recommending a reduction of \$4,587.00 from the current LOC amount of \$50,992.00. The amended LOC amount the City will hold will be \$46,405.00. Resolution 2026-58 attached to this item authorizes the reduction.

Staff Recommendation

Staff recommends approval of Resolution 2026-58 authorizing letter of credit reductions for Northview Preserve.

Financial Impact: Not applicable

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation

A. Resolution 2026-58 LOC Reductions Northview Preserve

RESOLUTION NO. 2026-58

RESOLUTION AUTHORIZING A LETTER OF CREDIT REDUCTION FOR NORTHVIEW PRESERVE EARLY GRADING AGREEMENT & NORTHVIEW PRESERVE SUBDIVISION AGREEMENT

WHEREAS, in accordance with the Subdivision Agreement for Northview Preserve, Summergate Development, LLC, developer of Northview Preserve, has agreed to install certain improvements for said development; and

WHEREAS, in accordance with the Early Grading Agreement for Northview Preserve, Summergate Development, LLC has agreed to install certain grading improvements for said development; and

WHEREAS, the developer has completed a portion of the improvements as noted below; and

WHEREAS, the developer has requested reductions of the required financial guarantees to reflect the completed work.

NOW THEREFORE, BE IT RESOLVED, by the City Council of Rogers, County of Hennepin, Minnesota as follows:

1. That the financial guarantee requirements are reduced as shown below, and that MidWestOne Bank Letter of Credit No. 1356 for Northview Preserve Grading be reduced from \$50,992.00 to \$46,405.00.

Letter of Credit Schedule							
Category	Improvement Amounts	LOC %	Original LOC Amount	Current LOC Amount	% Complete	New LOC Amount	Reduced by LOC Amount
Grading	309,364.32	125%	386,705.00	46,405.00	88.00%	46,405.00	-
Erosion Control	52,418.80	125%	65,524.00	4,587.00	100.00%	-	4,587.00
Total	361,783.12		452,229.00	50,992.00	89.74	46,405.00	4,587.00

2. That the financial guarantee requirements are reduced as shown below, and that MidWestOne Bank, a division of Nicolet National Bank, Letter of Credit No. 1347 for Northview Preserve be reduced from \$1,899,707.00 to \$1,470,143.00.

Letter of Credit Schedule							
Category	Improvement Amounts	LOC %	Original LOC Amount	Current LOC Amount	% Complete	New LOC Amount	Reduced by LOC Amount
Landscaping - \$1,000/Unit	75,000.00	125%	93,750.00	93,750.00	0.00%	93,750.00	-
Road Improvements	1,347,412.00	150%	2,021,118.00	1,232,882.00	54.00%	929,714.00	303,168.00
Utility Improvements - (Storm Sewer)	1,053,294.00	150%	1,579,941.00	331,788.00	87.00%	205,392.00	126,396.00
Utility Improvements - (Watermain)	638,664.00	150%	957,996.00	95,800.00	90.00%	95,800.00	-
Utility Improvements - (Sanitary Sewer)	969,910.00	150%	1,454,865.00	145,487.00	90.00%	145,487.00	-
Total	4,084,280.00		6,107,670.00	1,899,707.00	75.93%	1,470,143.00	429,564.00

Councilmember _____ moved, Councilmember _____ seconded the motion.

The following voted in favor of said resolution:

The following voted against said resolution:

The following abstained:

Whereupon said resolution was declared duly passed and adopted, and was signed by the Mayor, and attested by the Clerk this 28th day of July 2026.

Shannon Klick, Mayor

ATTEST: _____
Stacie Brown, City Clerk



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 28, 2026

Agenda Item: 6.1

Subject: Public Hearing and Consideration of a Request to Vacate Certain Drainage & Utility Easements and Establish New Drainage & Utility Easements Related to the Asguard Development

Prepared By: Brett Angell, Community Development Director

Recommended Council Action

Open the public hearing to take public comment on the proposed utility easement vacation request.

Motion to approve Resolution 2026-68 approving the vacation of certain drainage and utility easements as part of the Asguard development and approval of new drainage and utility easements.

Overview / Background / Analysis

In 2022, the City of Rogers approved development plans for a three-phase development named Asguard. Phase 1 of the development included the construction of a new Broadway Pizza which has been completed and is operational. Phase 2 of the development includes the 91-unit market-rate apartment building with ground floor retail which is currently under construction. Phase 3 of the development is the corner property where the previous Broadway Pizza was located, which will be redeveloped into a new use following the completion of phase 2.

At the time when the first phase of the development began, the plat was recorded which established certain easements related to the development and the planned drainage and utility areas. The approved plans include a stormwater pipe that runs north-south along the private drive in between lots 1 and 2. With the addition of the turn lane off of County Road 144 and the timing of the development, a very minor alteration was required to the storm pipe which slightly alters the angle in which it connects into County Road 144. Due to this minor alteration to the pipe route, it is required that they vacate the existing easements and establish new easements to match what will be installed on the site. A comparison showing the previous storm pipe route and new storm pipe route is attached to this item. Additionally, a new watermain easement is included with this item to be established to the benefit of the city.

The proposed easement vacation and new easement does not negatively impact the drainage of the development and still allows for Lot 1 to be developed. The proposed updated plans have been reviewed and are found to be acceptable by staff.

A public hearing notice was published in the paper and notice was provided as required

by Minnesota Statutes §462.358.

Staff Recommendation

Staff recommend the approval of the vacation of certain drainage and utility easements and the approval of new drainage and utility easements related to the Asguard development.

Financial Impact: Not applicable.

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation

- A. Resolution 2026-68 Asguard Vacation
- B. Asguard Storm Sewer Easement
- C. Asguard Watermain Easement
- D. Storm Pipe Comparison Exhibit

CITY OF ROGERS

RESOLUTION NO. 2026-68

**A RESOLUTION VACATING CERTAIN DRAINAGE AND UTILITY EASEMENTS
RELATED TO THE ASGUARD ADDITION PLAT**

WHEREAS, a public hearing to consider vacating certain drainage and utility easements was held on July 28th, 2026, at 7:00 p.m. before the Rogers City Council at 21201 Memorial Drive, Rogers, MN, after due published notice had been given by the City Clerk; and,

WHEREAS, the vacation is required in connection with the future development of the parcels legally described at Lots 1-2, Block 1, Asguard Addition, a three-phase development that is currently under construction; and,

WHEREAS, due to the installation of a turn-lane and the timing of the development, the storm sewer pipe must be aligned differently than what was originally anticipated at the time the original easement was established; and,

WHEREAS, the drainage and utility easement area to be vacated is legally described in Exhibit A and depicted in Exhibit B; and,

WHEREAS, a new drainage and utility easement will be established based upon the finalized storm sewer pipe; and,

WHEREAS, there was no objection to vacating the drainage and utility easements as described herein, and the Rogers City Council found it to be in the public interest to vacate said right-of-way and easements; and,

WHEREAS, four-fifths (4/5) of all members of the City Council concur in this Resolution.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, the City hereby declares that the drainage and utility easement legally described in Exhibit A and depicted in Exhibit B, is hereby vacated.

BE IT FURTHER RESOLVED, the Mayor and City Clerk are hereby authorized to sign all documents necessary to effectuate the intent of this Resolution.

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 July 28th, 2026.

Shannon Klick, Mayor

ATTEST:

Stacie Brown, City Clerk

EXHIBIT A

LEGAL DESCRIPTIONS

AGUARD DRAINAGE AND UTILITY EASEMENT VACATION

A 20.00 foot wide easement for drainage and utility purposes over, under, and across those parts of Lots 1, 2, and 3, Block 1, ASGUARD ADDITION, Hennepin County, Minnesota, as dedicated on the recorded plat thereof, its westerly, southwesterly, and southerly line is described as follows:

Commencing at the northeast corner of said Lot 1, Block 1; thence on an assumed bearing of South 88 degrees 46 minutes 05 seconds West, along the north line of said Lot 1, a distance of 86.45 feet to the point of beginning of said line; thence South 13 degrees 46 minutes 24 seconds West a distance of 17.01 feet; thence South 60 degrees 42 minutes 01 seconds East a distance of 90.46 feet; thence South 00 degrees 37 minutes 03 seconds East a distance of 209.61 feet; thence North 89 degrees 24 minutes 42 seconds East a distance of 199.26 feet; thence South 00 degrees 35 minutes 18 seconds East a distance of 137.21 feet to a point on the south line of said Lot 3, Block 1, said point being 36.56 feet from the southeast corner of said Lot 3 and there terminating.

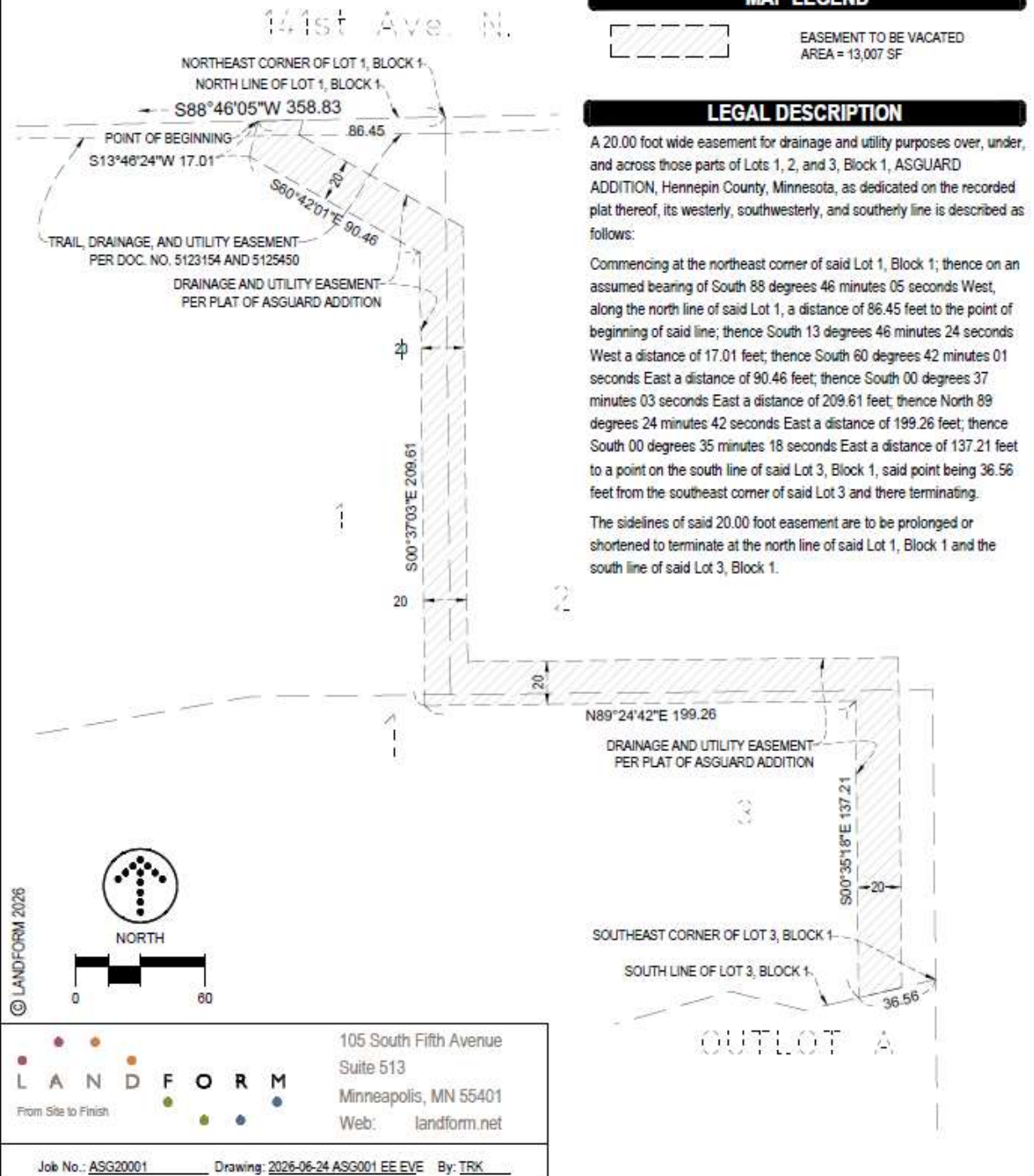
The sidelines of said 20.00 foot easement are to be prolonged or shortened to terminate at the north line of said Lot 1, Block 1 and the south line of said Lot 3, Block 1.

EXHIBIT B

VACATION DEPICTION

EASEMENT VACATION EXHIBIT

FOR: ASGUARD HOLDINGS, LLC



PERMANENT DRAINAGE AND UTILITY EASEMENT

THIS PERMANENT DRAINAGE AND UTILITY EASEMENT INSTRUMENT is made by Rogers Pizza, LLC, a Minnesota Limited Liability Company, and Asguard Rogers, LLC, a Minnesota Limited Liability Company (collectively the “**Grantors**”), in favor of the City of Rogers, a Minnesota municipal corporation, (the “**Grantee**,” or “**City**”).

Grantors are the fee owner(s) of that certain real property located in Hennepin County, Minnesota, legally described on the attached **Exhibit A** (the “**Premises Property**”).

Terms of Easement

1. **Grant of Easement** For good and valuable consideration, Grantors grant and convey to the Grantee the following easements:

Permanent non-exclusive easement for drainage and utility purposes over, under, across and through those parts of the Property legally described on the attached **Exhibit B**, and further depicted on the attached **Exhibit C** (the “**Easement Area**”), according to the terms and conditions contained herein (the “**Easement**”).

2. **Scope of Easement**. The permanent Easements granted herein includes the right of the City, its contractors, agents, and employees to install, locate, construct, operate, maintain, alter, repair, improve, and replace the utilities, drainage ways and stormwater facilities in, over, across, beneath and above the Easement Area. The Easement granted herein also includes the right to cut, trim, or remove from the Easement Area such trees, shrubs, or other vegetation as in the City’s judgment unreasonably interfere with the Easement or facilities of the City, its successors, or assigns.

3. **Warranty of Title**. Grantors warrant that Grantors are the fee owners of the Property, and that Grantors have the right, title and capacity to convey the Easement herein to Grantee.

4. **Environmental Matters**. Grantee shall not be responsible for any costs, expenses, damages, demands, and obligations, including penalties and reasonable attorneys’ fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement or Property prior to the date of this instrument.

5. **Binding Effect**. The terms and conditions of this instrument shall run with the land and be binding on Grantors, their successors and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated July 28, 2026

GRANTOR:

ASGUARD ROGERS, LLC

Casey Darkenwald
Its

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____
2026, by Casey Darkenwald, XX, of Asguard Rogers, LLC, 7535 River Rd NE, Otsego, MN
55330, a limited liability company, on behalf of the corporation.

Notary Public

GRANTOR:

ROGERS PIZZA, LLC

Casey Darkenwald
Its

STATE OF MINNESOTA)

) ss.

COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____
2026, by Casey Darkenwald, XX, of Rogers Pizza, LLC, 7535 River Rd NE, Otsego, MN 55330,
a limited liability company, on behalf of the corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered (MDT)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

Legal Description of the Premises Property

Lots 1-2, Block 1, Asguard Addition, Hennepin County, Minnesota

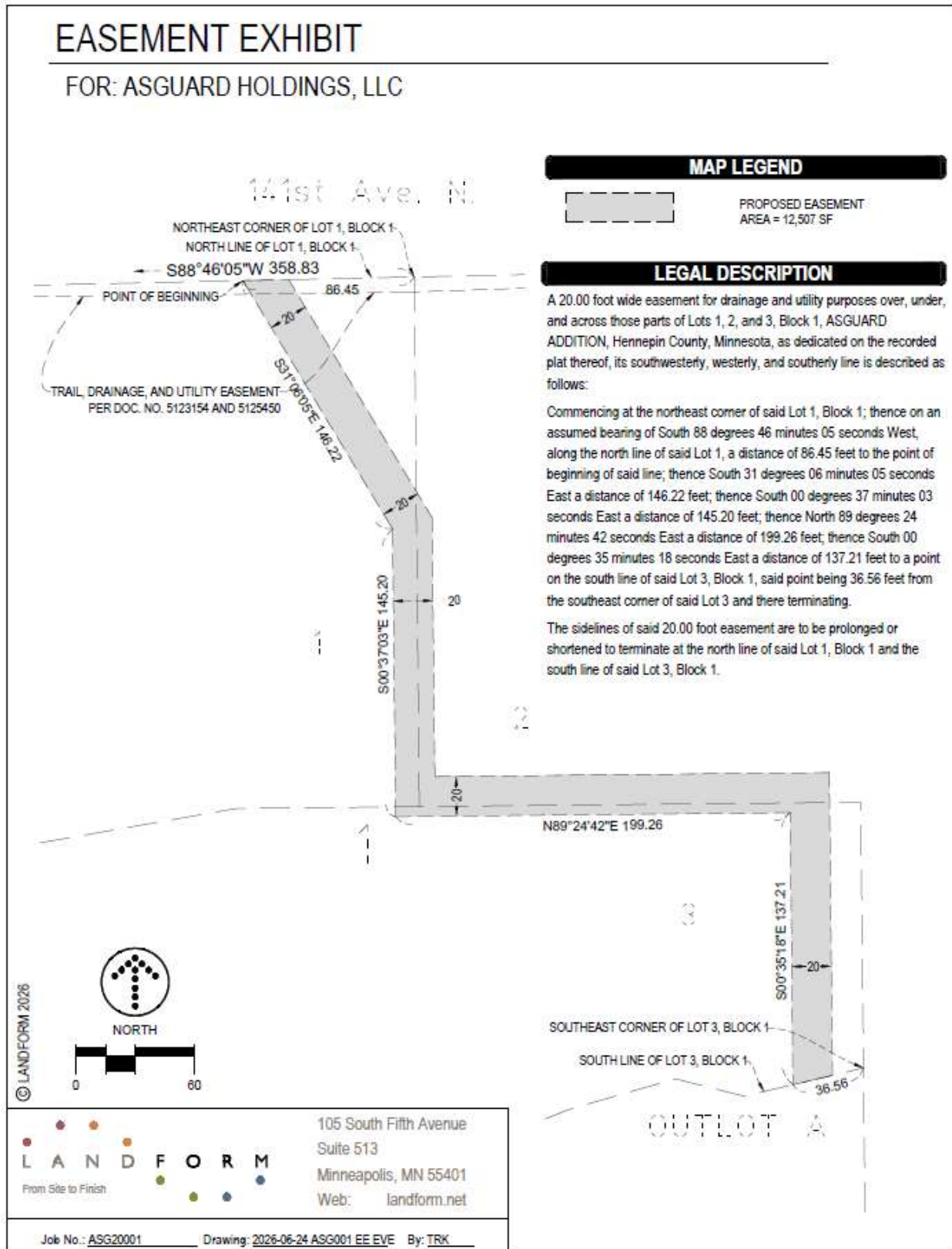
PIDs: 14-120-23-12-0023 & 14-120-23-11-0006

EXHIBIT B
Legal Description of the Easements

A 20.00 foot wide easement for drainage and utility purposes over, under, and across those parts of Lots 1, 2, and 3, Block 1, ASGUARD ADDITION, Hennepin County, Minnesota, as dedicated on the recorded plat thereof, its southwesterly, westerly, and southerly line is described as follows:

Commencing at the northeast corner of said Lot 1, Block 1; thence on an assumed bearing of South 88 degrees 46 minutes 05 seconds West, along the north line of said Lot 1, a distance of 86.45 feet to the point of beginning of said line; thence South 31 degrees 06 minutes 05 seconds East a distance of 146.22 feet; thence South 00 degrees 37 minutes 03 seconds East a distance of 145.20 feet; thence North 89 degrees 24 minutes 42 seconds East a distance of 199.26 feet; thence South 00 degrees 35 minutes 18 seconds East a distance of 137.21 feet to a point on the south line of said Lot 3, Block 1, said point being 36.56 feet from the southeast corner of said Lot 3 and there terminating. The sidelines of said 20.00 foot easement are to be prolonged or shortened to terminate at the north line of said Lot 1, Block 1 and the south line of said Lot 3, Block 1.

EXHIBIT C
Depiction of the Easement Areas



PERMANENT DRAINAGE AND UTILITY EASEMENT

THIS PERMANENT DRAINAGE AND UTILITY EASEMENT INSTRUMENT is made by Rogers Pizza, LLC, a Minnesota Limited Liability Company (the “**Grantor**”), in favor of the City of Rogers, a Minnesota municipal corporation, (the “**Grantee**,” or “**City**”).

Grantors are the fee owner(s) of that certain real property located in Hennepin County, Minnesota, legally described on the attached **Exhibit A** (the “**Premises Property**”).

Terms of Easement

1. **Grant of Easement** For good and valuable consideration, Grantor grants and conveys to the Grantee the following easements:

Permanent non-exclusive easement for drainage and utility purposes over, under, across and through those parts of the Property legally described on the attached **Exhibit B**, and further depicted on the attached **Exhibit C** (the “**Easement Area**”), according to the terms and conditions contained herein (the “**Easement**”).

2. **Scope of Easement**. The permanent Easements granted herein includes the right of the City, its contractors, agents, and employees to install, locate, construct, operate, maintain, alter, repair, improve, and replace the utilities, drainage ways and stormwater facilities in, over, across, beneath and above the Easement Area. The Easement granted herein also includes the right to cut, trim, or remove from the Easement Area such trees, shrubs, or other vegetation as in the City’s judgment unreasonably interfere with the Easement or facilities of the City, its successors, or assigns.

3. **Warranty of Title**. Grantor warrants that Grantor is the fee owners of the Property, and that Grantor have the right, title and capacity to convey the Easement herein to Grantee.

4. **Environmental Matters**. Grantee shall not be responsible for any costs, expenses, damages, demands, and obligations, including penalties and reasonable attorneys’ fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement or Property prior to the date of this instrument.

5. **Binding Effect**. The terms and conditions of this instrument shall run with the land and be binding on Grantors, their successors and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated July 28, 2026

GRANTOR:

ROGERS PIZZA, LLC

Casey Darkenwald
Its

STATE OF MINNESOTA)
) ss.
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____
2026, by Casey Darkenwald, XX, of Rogers Pizza, LLC, 7535 River Rd NE, Otsego, MN 55330,
a limited liability company, on behalf of the corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered (MDT)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

Legal Description of the Premises Property

Lots 1, Block 1, Asguard Addition, Hennepin County, Minnesota

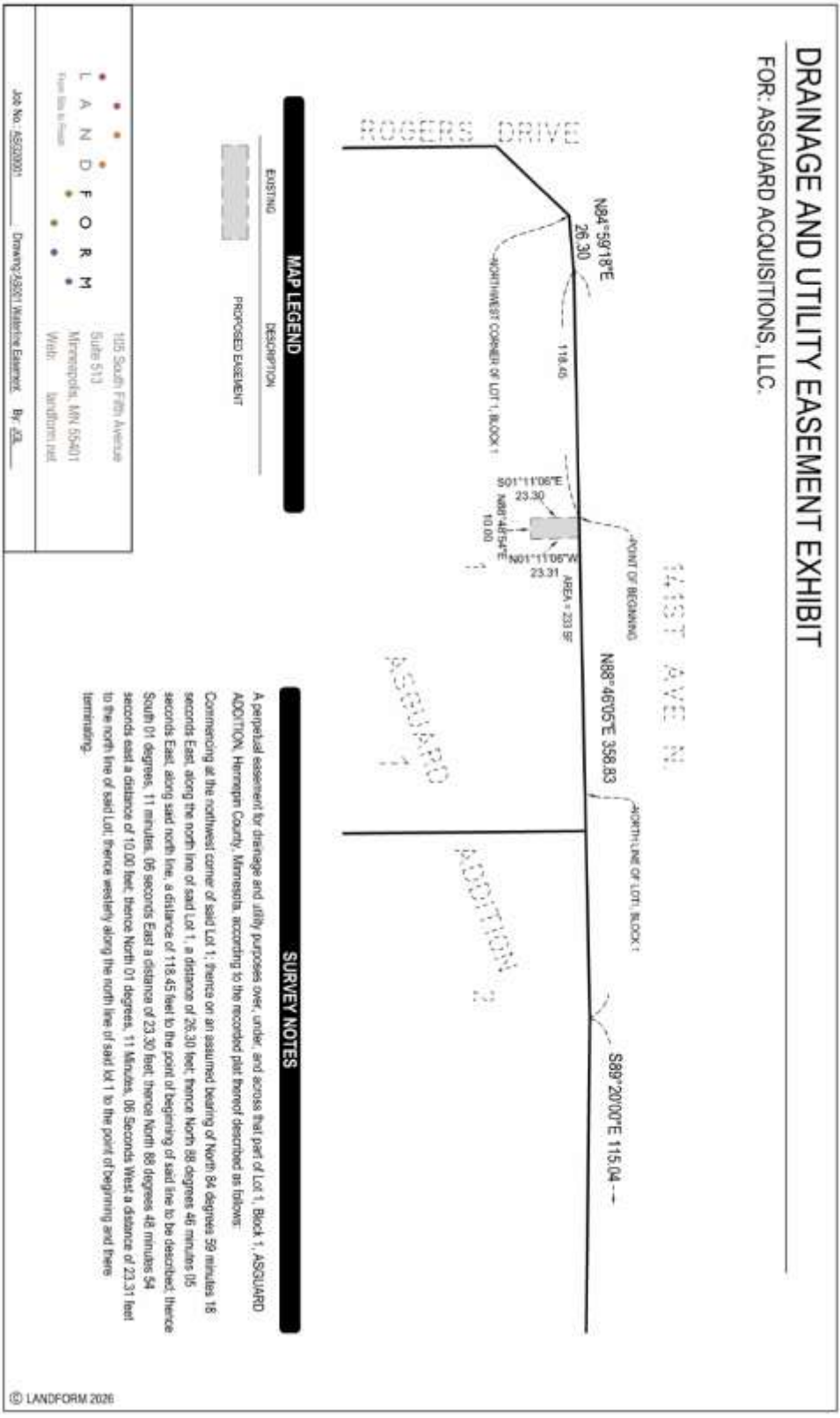
PIDs: 14-120-23-12-0023

EXHIBIT B
Legal Description of the Easements

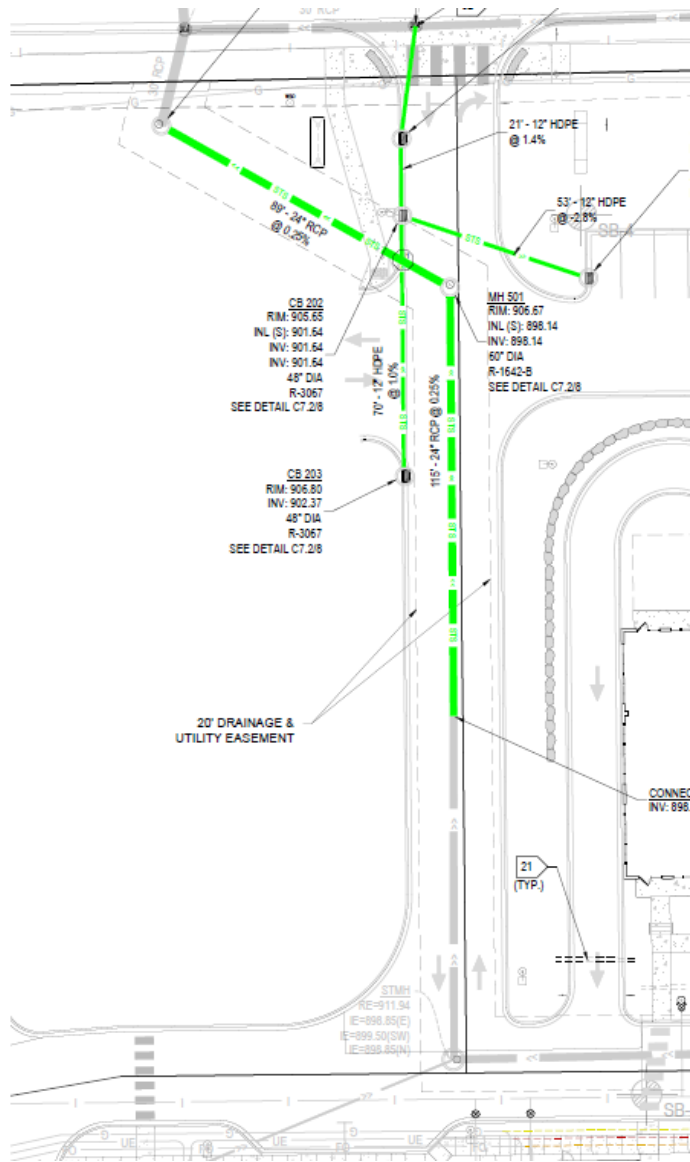
A perpetual easement for drainage and utility purposes over, under, and across that part of Lot 1, Block 1, ASGUARD ADDITION, Hennepin County, Minnesota, according to the recorded plat thereof described as follows:

Commencing at the northwest corner of said Lot 1; thence on an assumed bearing of North 84 degrees 59 minutes 18 seconds East, along the north line of said Lot 1, a distance of 26.30 feet; thence North 88 degrees 46 minutes 05 seconds East, along said north line, a distance of 118.45 feet to the point of beginning of said line to be described; thence South 01 degrees, 11 minutes, 06 seconds East a distance of 23.30 feet; thence North 88 degrees 48 minutes 54 seconds east a distance of 10.00 feet; thence North 01 degrees, 11 Minutes, 06 Seconds West a distance of 23.31 feet to the north line of said Lot; thence westerly along the north line of said lot 1 to the point of beginning and there terminating.

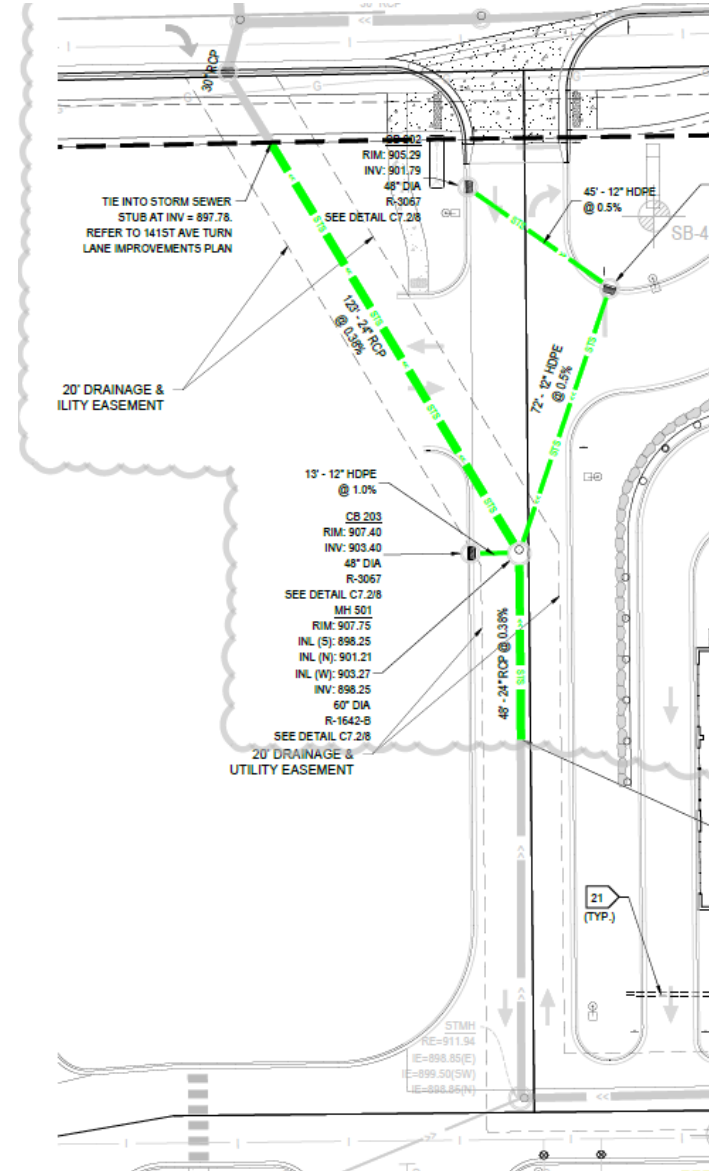
EXHIBIT C
Depiction of the Easement Areas



PREVIOUS ALIGNMENT



NEW ALIGNMENT





STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 28, 2026

Agenda Item: 6.2

Subject: Public Hearing and Consideration of a Request to Vacate Certain Drainage and Utility Easements and Establish New Drainage and Utility Easements Related to the Twin City Hose Expansion at 20615 Commerce Blvd

Prepared By: Brett Angell, Community Development Director

Recommended Council Action

Open the public hearing and take public comment on the proposed easement vacation request.

Motion to approve Resolution 2026-69 vacating certain drainage and utility easements related to the Twin City Hose Expansion at 20615 Commerce Blvd and approval of the new drainage and utility easements.

Overview / Background / Analysis

At the June 9, 2026 meeting, the City Council approved a site plan application related to an expansion of the building at 20615 Commerce Blvd for the property owner and business Twin City Hose. The addition is composed of a 9,648 square foot addition to the existing 24,388 square foot building, for a new total building site of 34,036 square feet. The expansion allows for the business to continue at the location as they have currently outgrown their existing space. The addition will be added on to the east side of the building. With the addition, there will be alterations and an expansion of the stormwater pond at the property.

With the alterations to the stormwater pond as referenced above, the new stormwater ponding area would fall out of the existing established drainage and utility easement area. As such, the proposed action items would vacate the existing drainage and utility easements on the subject property and establish new easements reflective of the new drainage area. Depictions of the area to be vacated and the new easement area are attached for reference.

A public hearing notice was published in the paper and notice was provided as required by Minnesota Statutes §462.358.

Staff Recommendation

Staff recommend approval of the proposed vacation and re-establishment of certain drainage and utility easements related to the Twin City Hose Expansion at 20615 Commerce Blvd.

Financial Impact: Not applicable.

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation

- A. Resolution 2026-68 Twin City Hose Vacation
- B. TCH Drainage and Utility Easement

CITY OF ROGERS

RESOLUTION NO. 2026-69

**A RESOLUTION VACATING CERTAIN DRAINAGE AND UTILITY EASEMENTS
RELATED TO TWIN CITY HOSE EXPANSION**

WHEREAS, a public hearing to consider vacating certain drainage and utility easements was held on July 28th, 2026, at 7:00 p.m. before the Rogers City Council at 21201 Memorial Drive, Rogers, MN, after due published notice had been given by the City Clerk; and,

WHEREAS, the vacation is required in connection with the future expansion of the building at the parcel legally described at Lots 1, Block 2, Rogers Industrial Park, for Twin City Hose; and,

WHEREAS, due to the expansion of the existing building on site, the property owner is altering the existing stormwater pond on site and has requested to vacate certain drainage and utility easements and establish new drainage and utility easements based on the alteration of the stormwater facilities; and,

WHEREAS, the drainage and utility easement area to be vacated is legally described in Exhibit A and depicted in Exhibit B; and,

WHEREAS, there was no objection to vacating the drainage and utility easements as described herein, and the Rogers City Council found it to be in the public interest to vacate said right-of-way and easements; and,

WHEREAS, four-fifths (4/5) of all members of the City Council concur in this Resolution.

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, the City hereby declares that the drainage and utility easement legally described in Exhibit A and depicted in Exhibit B, is hereby vacated.

BE IT FURTHER RESOLVED, the Mayor and City Clerk are hereby authorized to sign all documents necessary to effectuate the intent of this Resolution.

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 July 28th, 2026.

Shannon Klick, Mayor

ATTEST:

Stacie Brown, City Clerk

EXHIBIT A

LEGAL DESCRIPTIONS

TWIN CITY HOSE DRAINAGE AND UTILITY EASMENT VACATION

All that part of the following described drainage easement recited in Document Number 7385656, Hennepin County, Minnesota, which describes lands within Lot 1, Block 2, ROGERS INDUSTRIAL PARK, as follows:

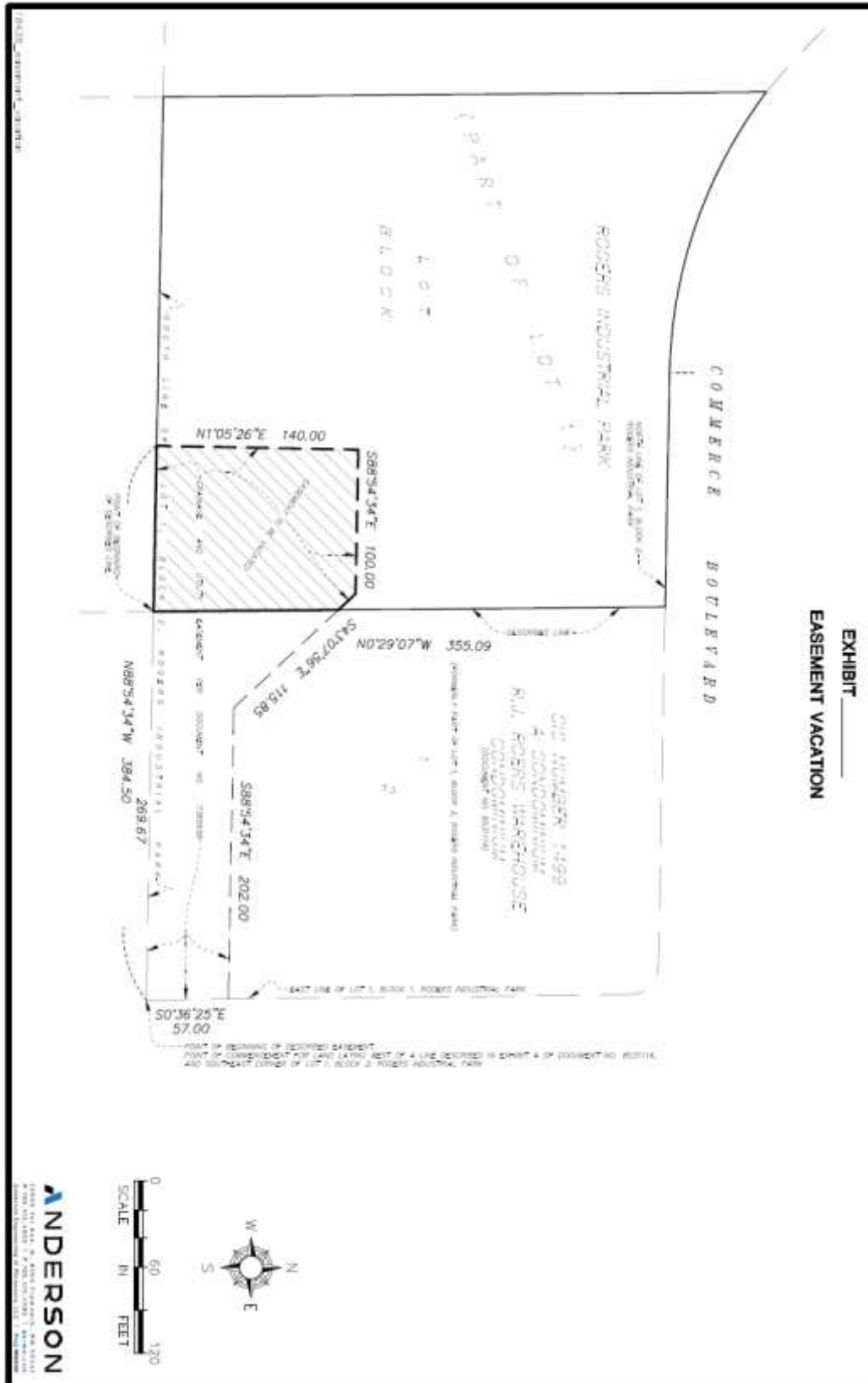
Beginning at the southeast corner of said Lot 1; thence North 88 degrees 54 minutes 34 seconds West, assumed bearing, along the South line of said Lot 1, a distance of 384.50 feet; thence North 1 degree 05 minutes 26 seconds East, a distance of 140.00 feet; thence South 88 degrees 54 minutes 34 seconds East, a distance of 100.00 feet; thence South 43 degrees 07 minutes 56 seconds East, a distance of 115.85 feet; thence South 88 degrees 54 minutes 34 seconds East, a distance of 202.00 feet, to the East line of said Lot 1; thence South 0 degrees 36 minutes 25 seconds East along said East line, a distance of 57.00 feet to the point of beginning.

Which lies west of the following described line:

Commencing at the southeast corner of said Lot 1; thence North 88 degrees 54 minutes 34 seconds West, assumed bearing, along the South line of said Lot 1, a distance of 269.67 feet to the point of beginning of the line to be described; thence North 0 degrees 29 minutes 07 seconds West a distance of 355.09 feet to the North line of said Lot 1, and said line there terminating.

EXHIBIT B

VACATION DEPICTION



PERMANENT DRAINAGE AND UTILITY EASEMENT

THIS PERMANENT DRAINAGE AND UTILITY EASEMENT INSTRUMENT is made by Twin City Hose, LLC, a Minnesota limited liability company (the “**Grantor**”), in favor of the City of Rogers, a Minnesota municipal corporation, (the “**Grantee**,” or “**City**”).

Grantors are the fee owner(s) of that certain real property located in Hennepin County, Minnesota, legally described on the attached **Exhibit A** (the “**Premises Property**”).

Terms of Easement

1. **Grant of Easement** For good and valuable consideration, Grantors grant and convey to the Grantee the following easements:

Permanent non-exclusive easement for drainage and utility purposes over, under, across and through those parts of the Property legally described on the attached **Exhibit B**, and further depicted on the attached **Exhibit C** (the “**Easement Area**”), according to the terms and conditions contained herein (the “**Easement**”).

2. **Scope of Easement**. The permanent Easements granted herein includes the right of the City, its contractors, agents, and employees to install, locate, construct, operate, maintain, alter, repair, improve, and replace the utilities, drainage ways and stormwater facilities in, over, across, beneath and above the Easement Area. The Easement granted herein also includes the right to cut, trim, or remove from the Easement Area such trees, shrubs, or other vegetation as in the City’s judgment unreasonably interfere with the Easement or facilities of the City, its successors, or assigns.

3. **Warranty of Title**. Grantors warrant that Grantors are the fee owners of the Property, and that Grantors have the right, title and capacity to convey the Easement herein to Grantee.

4. **Environmental Matters**. Grantee shall not be responsible for any costs, expenses, damages, demands, and obligations, including penalties and reasonable attorneys’ fees, or losses resulting from any claims, actions, suits or proceedings based upon a release or threat of release of any hazardous substances, pollutants, or contaminants which may have existed on, or which relate to, the Easement or Property prior to the date of this instrument.

5. **Binding Effect**. The terms and conditions of this instrument shall run with the land and be binding on Grantors, their successors and assigns.

STATE DEED TAX DUE HEREON: NONE

Dated July 28, 2026

GRANTOR:

TWIN CITY HOSE, LLC

Its

STATE OF MINNESOTA)

) ss.

COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____
2026, by _____, XX, of Twin City Hose, LLC, 20615 Commerce Blvd, Rogers, MN
55374, a limited liability company, on behalf of the corporation.

Notary Public

THIS INSTRUMENT DRAFTED BY:

Kennedy & Graven, Chartered (MDT)
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402
(612) 337-9300

EXHIBIT A

Legal Description of the Premises Property

Lots 1, Block 2, Rogers Industrial Park, Hennepin County, Minnesota

PIDs: 24-120-23-23-0009

EXHIBIT B
Legal Description of the Easements

An easement for drainage and utility purposes over and across that part of Lot 1, Block 2, ROGERS INDUSTRIAL PARK, Hennepin County, Minnesota, which lies West of the following described line:

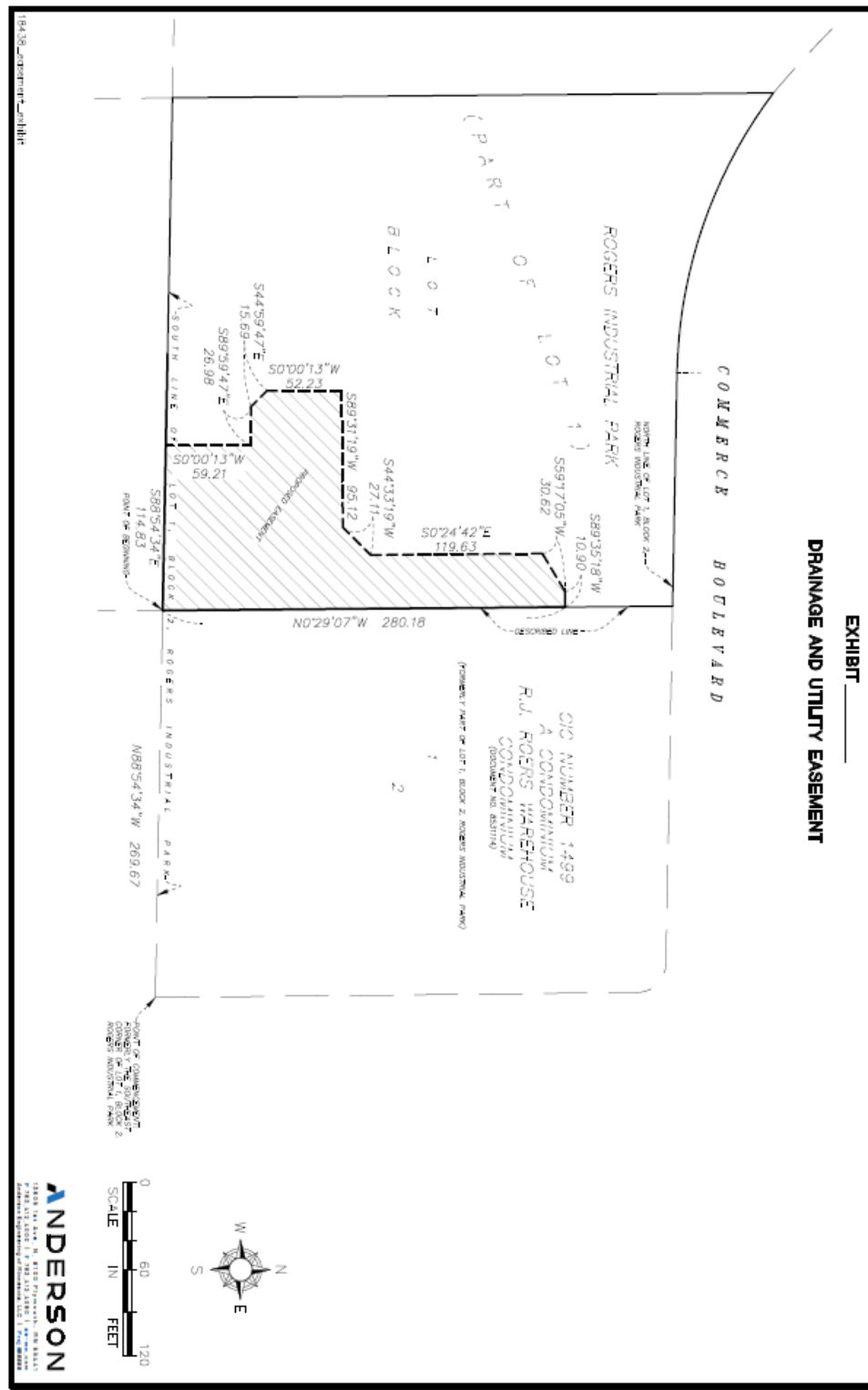
Commencing at the southeast corner of said Lot 1, thence North 88 degrees 54 minutes 34 seconds West, assumed bearing, along the South line of said Lot 1, a distance of 269.67 feet to the point of beginning of the line to be described; thence North 00 degrees 29 minutes 07 seconds West, a distance of 355.09 feet to the North line of said Lot 1 and said Line there terminating.

Said easement to be described as follows:

Commencing at the southeast corner of said Lot 1, thence North 88 degrees 54 minutes 34 seconds West, assumed bearing, along the South line of said Lot 1, a distance of 269.67 feet to the point of beginning of of the easement to be described; thence North 0 degrees 29 minutes 07 seconds West, along the afore described line, a distance of 280.18 feet; thence South 89 degrees 35 minutes 18 seconds West a distance of 10.90 feet, thence South 59 degrees 17 minutes of 05 seconds West a distance of 30.62 feet; thence South 0 degrees 24 minutes 42 seconds East a distance of 119.63 feet; thence South 44 degrees 33 minutes 19 seconds West a distance of 27.11 feet; thence South 89 degrees 31 minutes 19 seconds West a distance of 95.12 feet; thence South 0 degrees 00 minutes 13 seconds West, a distance of 52.23 feet; thence South 44 degrees 59 minutes 47 seconds East a distance of 15.69 feet; thence South 89 degrees 59 minutes 47 seconds East a distance of 26.98 feet; thence South 0 degrees 00 minutes 13 seconds West a distance of 59.21, to the South line of said Lot 1; thence South 88 degrees 54 minutes 34 seconds East, along said South line, a distance of 114.83 feet, to the point of beginning.

EXHIBIT C

Depiction of the Easement Areas





STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 28, 2026

Agenda Item: 7.1

Subject: Items Related to City Hall and Police Department Civic Campus Bid Package #2, City Project No. 2202

- Accept Bids for Bid Package #2 including Alternate #02 (lightning protection) for \$75,000
- Approve Guaranteed Maximum Price (GMP) Amendment #2 for Bid Package #1 to Include Bid Package #2

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

Recommended Council Action

- Motion to Accept Bids for Bid Package #2 including Alternate #02 (lightning protection) for \$75,000
- Motion to Approve Guaranteed Maximum Price (GMP) Amendment #2 for Bid Package #1 to Include Bid Package #2

Overview / Background / Analysis

On January 13, 2026, the City Council approved Approve AIA Document A133-2019, Standard Form of Agreement between the City of Rogers and Terra Construction for Construction Manager at Risk (CM@R) for the Police Department/City Hall Civic Campus, City Project No. 2202. On February 10, 2026, the City Council approved the preliminary plat and site plan for the Civic Campus.

The City Council was advised that Terra proposed an early bid package to include demolition, precast panels to lock in price and schedule and earthwork/utilities in Bid Package #1. On April 28, 2026, the City Council approved Bid Package #1 and authorized the solicitation of bids. On May 26, 2026, the City Council accepted bids for Bid Package #1 and approved AIA Document A133- 2019 Exhibit A Guaranteed Maximum Price (GMP) Amendment Limited-GMP Amendment for Bid Package #1.

At the time of accepting bids for Bid Package #1, the City Council was advised that in order to accommodate the 2 bid packages, Terra would set up the contract in their accounting system based on the approved Bid Package #1 amount. The final GMP would be handled as an amendment to the GMP contract for Bid Package #1 which was to accompany the Council packet for accepting the bids for Bid Package #2. That amendment is attached for Council consideration.

For Bid Package #2, much like was done for Bid Package #1, on July 21, 2026, Terra received bids and qualification checklists electronically and evaluated them for scope and completeness to ensure the bidder qualifies. There were 154 bids submitted for this project, and it was the most active project on the electronic bidding platforms. Terra prepared a bid tabulation of all trade contractor bids received and provided it to the City's project representatives. The attached Bid Tabulation outlines the qualified responsible trade contracts. Based on the lowest responsible bids for the different bid categories, the GMP for Bid Package #2, which includes Bid Package #1 and Alternate #02, is \$38,957,873 and the total estimated project cost, including general conditions, insurance, bonds, CM@R fees, contingency, engineering, administration, legal, furnishings, technology and utility relocations, is \$45,300,000. See the attached Updated Cost Estimate table for more details and note that the items in red are estimates and the highlighted cells are based on quotes or proposals.

It should be noted that the total project cost varies from the 75% design estimated cost in April of this year of \$43,000,000 by \$2,300,000 due to several factors including:

1. Four lowest responsible bidders in four bid categories (Categories 06A carpentry, 08A doors, 08C glass and 0H8 security doors), withdrew their bids after the bid opening, resulting in a \$700,000 increase in bid prices.
2. The base bid for Category 09C (acoustical ceiling tile) did not include an item for the acoustic ceiling in the City Council Chambers requiring the inclusion of a \$150,000 allowance to redesign and construct a suitable acoustic ceiling in the chambers.
3. The base bid for Category 14A (elevators) did not include a bid from Kone Elevators, which was the basis of design and specifications. Kone did not bid on the elevators and the lowest bid by Thyssen-Krupp Elevators (a.k.a. TKE) will require the inclusion of a \$20,000 allowance for modifications to the design and construction of the elevator shaft pit.
4. The base bid for Category 22B (plumbing HVAC) did not include a preferred vendor for automation and controls, which will require the inclusion of a \$40,000 allowance for the preferred vendor.
5. The base bid for Category 31B (demolition, earthwork and utilities) did not include unknown earthwork, soil remediation, building vapor mitigation and additional utility work which will require the inclusion of a \$670,363 allowance for those corrections that are more clearly defined now with the start of the Bid Package #1 items.
6. The April estimate did not include the Response Action Plan (RAP) for the environmental engineering work, but the Updated Cost Estimate table includes \$100,000 for that item based on actual quotes.
7. The April estimate did not include costs for private utility relocations, but the Updated Cost Estimate table includes \$250,000 for those relocations based on actual quotes.
8. The April estimate included \$320,000 for technology items but the Updated Cost Estimate table includes \$800,000 for those items based on actual quotes.
9. The April estimate did not include costs for internal engineering, but the Updated

Cost Estimate table includes \$185,000 for the City Council approved reduction in internal engineering fees of 0.5%.

10. The April estimate included \$75,000 for special inspections but the Updated Cost Estimate table includes \$113,000 for those items based on actual quotes.
11. The April estimate did not include costs for a third part peer review of the storm shelter, but the Updated Cost Estimate table includes \$20,000 for that review based on actual quotes.
12. The April estimate did not include costs for internal signage or visitor management, but the Updated Cost Estimate table includes \$30,000 for those items based on estimates.
13. The April estimate did not include cost for moving expenses, but the Updated Cost Estimate table includes \$200,000 for those items based on estimates on a recent project.
14. The April estimate included \$34,000 for WAC and SAC but the updated estimate includes \$153,200 for those items based on the MCES SAC Determination Letter.
15. Based on bid value of work added, and the additional time needed to construct the facility, the CM@R fees, General Conditions, insurance and bonds will have additional proportionate fees related to those additional costs.

The lowest bidder for bid Category 26A (electrical) did offer a potential voluntary alternative deduct of \$330,000 for what they termed "Valued Engineering" lighting that staff, our CM@R and architect will explore further to reduce the cost. Alternative #01 is to convert the base bid of in-floor heating in the Police garage to radiant heat for a deduct of \$55,950. None of the parties on the design or construction team believe this would be an added value. Alternative #02 is to add lightning protection to the campus facility for \$75,000. All the parties on the design and construction team believe this is an added value based on the risk-benefit calculation.

Funding for the Civic Campus construction project is proposed to come from a combination of tower and billboard lease funds, Facility Capital Reserve funds, and Capital Improvement Bond proceeds. A financial summary is attached to this memo. Over the past several years, the City Council and staff have been mindful of the project's impact on taxpayers and have intentionally built Facility Capital Reserve funds while also dedicating other unrestricted funds to help offset upfront construction costs and reduce the amount of bonding required. With final project bids now received, staff will proceed with the bond financing process. It is anticipated that annual debt service will be funded through a combination of tower and billboard lease revenues, the annual Underserved Municipalities Distribution (UMD), and property tax revenues. The attached Civic Campus Construction Project Financing table provides the details for funding this project.

Staff Recommendation

- Motion to Accept Bids for Bid Package #2 including Alternate #02 (lightning protection) for \$75,000
- Motion to Approve Guaranteed Maximum Price (GMP) Amendment #2 for Bid Package #1 to Include Bid Package #2

Financial Impact: \$41,000,000

Source Fund: Bonds, 201, 400

Budgeted? Yes

Supporting Documentation

- A. Architectural Renderings and Floorplan
- B. Civic Campus Funding Sources
- C. April 2026 Campus Estimate (75% DD)
- D. Updated Cost Estimate (Bid Based)
- E. BP #2 and Cost Tracking Items VEIT 7-21-26
- F. Molin - Rogers Pricing Revision
- G. Rogers Civic Campus - GMP Amendment

Rogers City Hall and
Police Department
21600 John Deere Lane

City of Rogers
22350 S Diamond Lake Rd, Rogers, MN 55374

PROJECT NO. 023-10733-000
06/11/2026
100% CDs/Building Permit



PLANNING
ARCHITECTURE
ENGINEERING
INTERIORS



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Rogers City Hall and Police
Department
21600 John Deere Lane

 City of Rogers
22350 S Diamond Lake Rd,
Rogers, MN 55374


730 Second Avenue South, Suite 1300
Minneapolis, MN 55402-2455 Tel:
612.338.8741

Civil Consultant:
 ÉLAN DESIGN LAB, INC.
310 4th Avenue South, Suite 1006
Minneapolis, MN 55415 Tel: 612.260.7004

Landscapes Consultant:
 DAMON FARBER / LANDSCAPE ARCHITECTS
310 4th Avenue South, Suite 7050
Minneapolis, MN 55415 Tel: 612.332.7522

Security & Technology Consultant:
 PMY Group
140 3rd Street South
Minneapolis, MN 55082 Tel: 651.430.2772

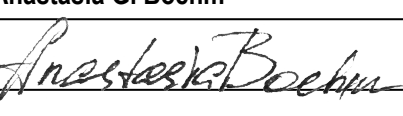
KEY PLAN

REVISIONS

NO.	DESCRIPTION	DATE

FILE LOG

ACTIVITY	BY
Manager	TBL
Design	DLV
Draw	AGB/MRS
Check	MM

STAMP
I hereby certify that this plan, specification, or report
was prepared by me or under my direct supervision
and that I am a duly Licensed Architect under the
laws of the State of Minnesota.
Print Name: Anastasia G. Boehm
Signature: 
Date: 6/11/2026 License # 57612

100% CDs/Building Permit

Project No. 023-10733-000
06/11/2026

GI201

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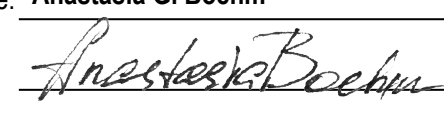
KEY PLAN

REVISIONS

NO.	DESCRIPTION	DATE

FILE LOG

ACTIVITY	BY
Manager	TBL
Design	DLV
Draw	AGB/MRS
Check	MB

STAMP
I hereby certify that this plan, specification, or report
was prepared by me or under my direct supervision
and that I am a duly Licensed Architect under the
laws of the State of Minnesota.
Print Name: Anastasia G. Boehm
Signature: 
Date: 6/11/2026 License # 57612

100% CDs/Building Permit

Project No. 023-10733-000
06/11/2026

GI202

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Rogers City Hall and Police
Department
21600 John Deere Lane

City of Rogers
22350 S Diamond Lake Rd,
Rogers, MN 55374

LEO A DALY
730 Second Avenue South, Suite 1300
Minneapolis, MN 55402-2455 Tel:
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310 4th Avenue South, Suite 1006
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KEY PLAN

REVISIONS

NO.	DESCRIPTION	DATE

FILE LOG

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Manager	TBL
Design	DLV
Draw	AGB/MRS
Check	MB

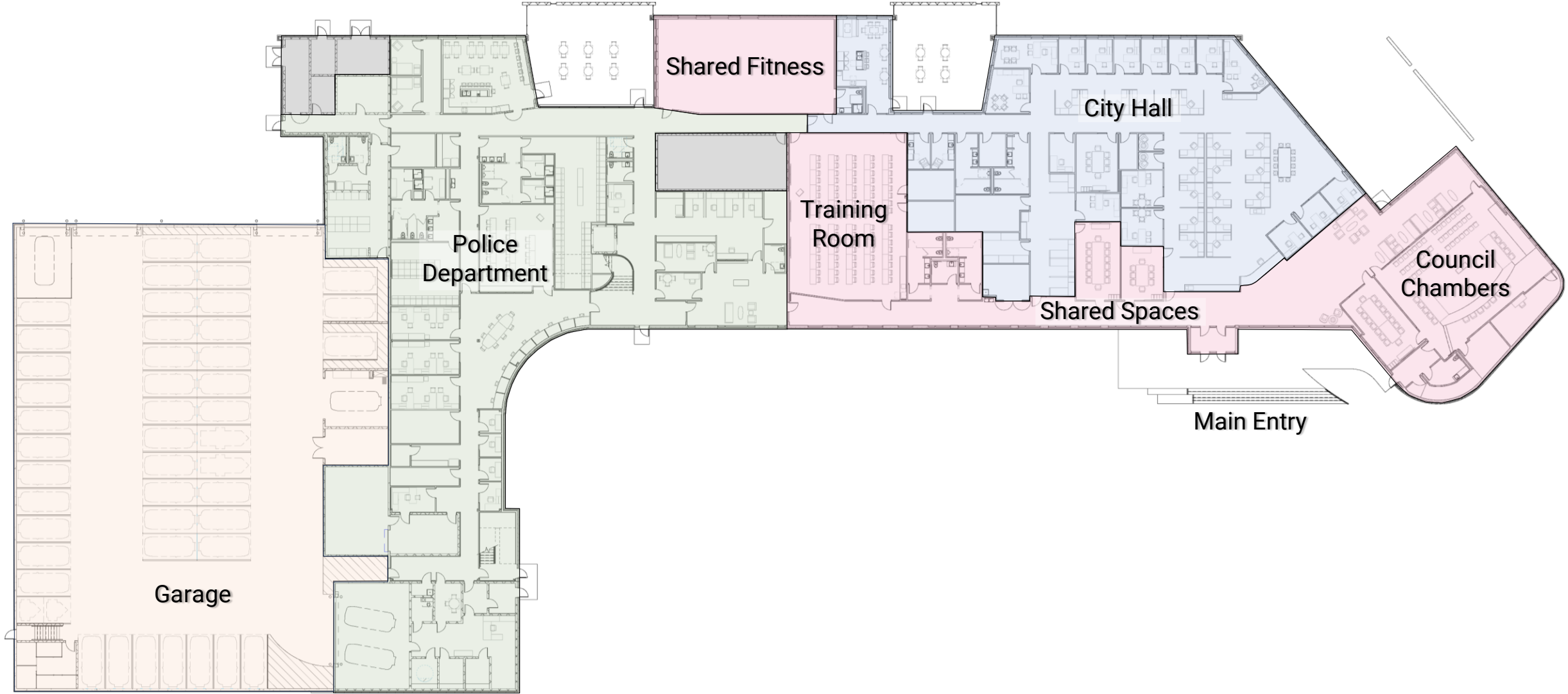
STAMP
I hereby certify that this plan, specification, or report
was prepared by me or under my direct supervision
and that I am a duly Licensed Architect under the
laws of the State of Minnesota.
Print Name: **Anastasia G. Boehm**
Signature: *Anastasia G. Boehm*
Date: 6/11/2026 License # 57612

100% CDs/Building Permit

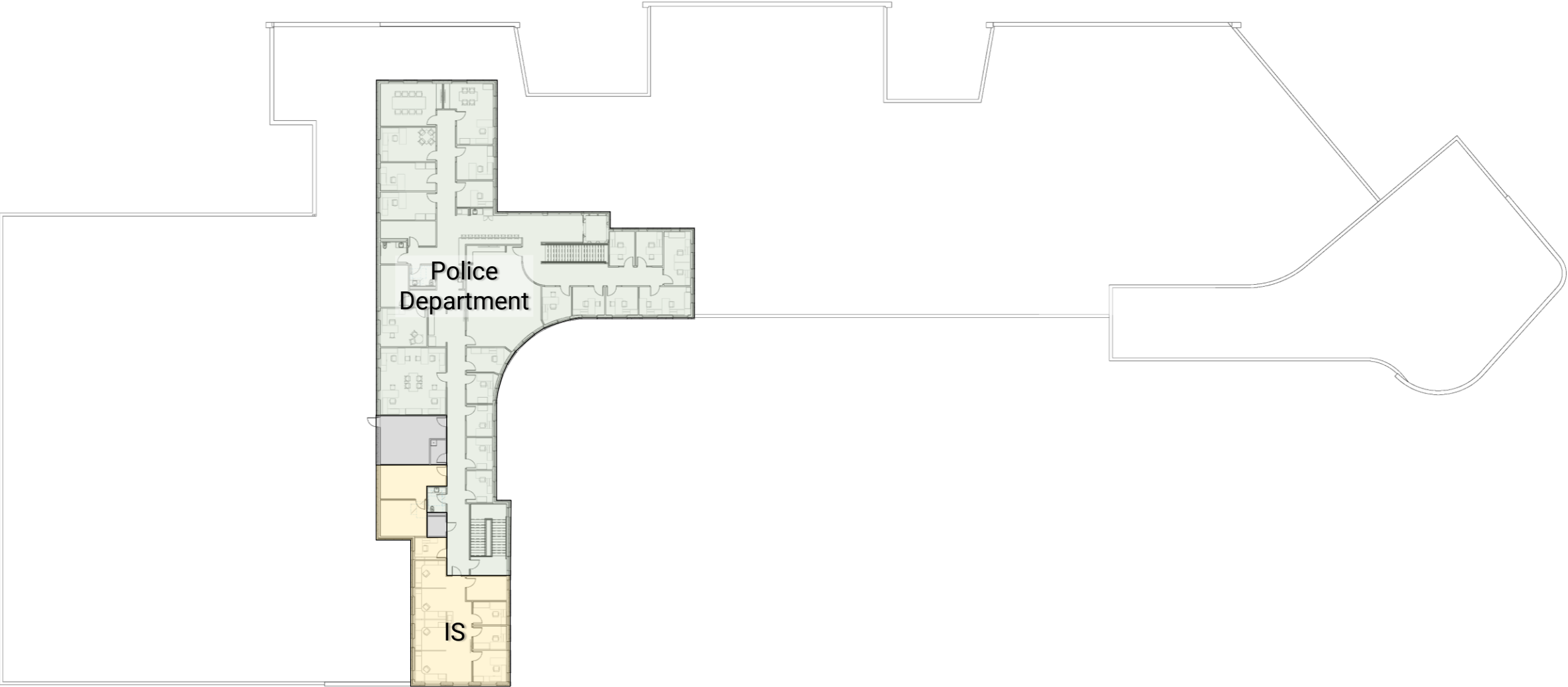
Project No. 023-10733-000
06/11/2026

GI203

Floor Plan – Level 1



Floor Plan – Level 2



City of Rogers, Minnesota
Civic Campus
City Project #2202
Construction Project Financing

	<u>Amount</u>
Funding Sources	
Tower & Billboard Lease Fund	2,200,000.00
2024B Capital Improvement Bond	39,479,211.00
Facilities Capital Reserve	<u>3,540,000.00</u>
Total Funding Sources	<u><u>45,219,211.00</u></u>
 Project Costs	
	<u><u>45,219,211.00</u></u>

EXHIBIT C

		Current 75% CD	Current	Current	
No.	Description	Phase	Responsibility	Reference Document	Notes
PRE-DESIGN					
1	Legal:				
	.1 Contract reviews (design, construction, other misc)	\$ 10,000	Rogers	Estimate	
2	Administrative Services				
	.1 Design Period	\$ -			Not typically tracked, verify
	.2 Construction Period	\$ -			Not typically tracked, verify
3	Real Estate				
	.1 Former Boyer Site (2023)	\$ -			Acquisition completed prior to this project.
	.2 Triplex (2023)	\$ -			Acquisition completed prior to this project.
	.3 Former Holiday (2015)	\$ -			Acquisition completed prior to this project.
4	Land Surveying				
	.1 Alta/NSPS Land Title Survey	\$ 5,500	Rogers/TruePoint	Contract	Preliminary and Final Plat
	.2 Topographic Survey	\$ 9,000	Rogers/TruePoint	Contract	Boundary and Topographic Survey
	.3 Preliminary Survey	\$ -	Rogers/BMI	Contract	
	.4 Civic Campus title search	\$ -	Rogers	Contract	Completed prior to this project.
5	Subsurface (Geotechnical) Investigation:				
	.1 Soil borings		Rogers/Braun	Contract	Completed prior to this project.
	.2 AET Services		Rogers/AET	Contract	Completed prior to this project.
	.3 Modification to geotech report	\$ 2,000	Rogers/Braun	Change Order	Modify to eliminate basement and add geo pier
6	Existing Building Structural Analysis	\$ -			Anticipate demolition of existing buildings, no structural analysis required.
7	Environmental Assessments				
	.1 VIC MPCA	\$ -	Rogers	Contract	Completed prior to this project.
	.2 Pre-demo hazmat at former Holiday	\$ -	Rogers	Contract	Completed prior to this project.
	.3 Pre-demo hazmat at former Boyer site	\$ -	Rogers	Contract	Completed prior to this project.
	.4 Phase 1 and Pre-demo hazmat of Triplex	\$ -	Rogers	Contract	Completed prior to this project.
	.5 Braun soil vapor monitoring	\$ -	Rogers	Contract	Completed prior to this project.
	.6 Braun soil vapor monitoring + fees for VIC	\$ 2,500	Rogers	Estimate	Anticipate 4 double ring test, 2 in construction
	.7 Phase 1 ESA	\$ -	Rogers	Contract	Paid for with Grants
	.8 Phase 2 ESA	\$ -	Rogers	Contract	Paid for with Grants
DESIGN					
8	Project Management/Architecture/Interior Design/MEP & Structural Engineering:				
	.1 Pre-Design / Schematic Design Phase	\$ 353,286	LAD	Contract	\$117,700 completed prior to this project.
	.2 Design Development - Construction Administration	\$ 2,001,954	LAD	Contract	
	.3 FFE Design Assistance Fee	\$ 30,000	LAD	Contract	
	.4 Reimbursables	\$ 15,000	LAD	Contract	
	.5 Contract Reconciliation	\$ 335,305	LAD	Contract Mod-01	Pending Council Approval
9	Civil Engineering	\$ -	LAD	Contract	Included in line 8
10	Landscape Architecture	\$ -	LAD	Contract	Included in line 8
11	Landscape Irrigation	\$ -			Any irrigation design (design / build contractor) included in the construction budget
12	Acoustical Engineering	\$ -			Not included
13	Cost Estimating	\$ -	LAD	Contract	Included in line 8
14	Sustainable Design	\$ -			No LEED, B3, or Well Building Standard included or required.
15	Fire Protection Engineering	\$ -	LAD	Contract	Included in line 8. Performance based specifications and fire alarm drawings
16	Technology (Low-Voltage Systems) Engineering:				
	.1 Voice/Data/Network	\$ -	Rogers/LAD	Contract/True North	Server and switch design work by Rogers or Rogers' vendor. All other by LAD/PMY
	.2 Audio/Video	\$ -	LAD	Contract/True North	Design and spec for AV and infrastructure.
	.3 Sound-Masking	\$ -	LAD	Contract/True North	Design and spec for Sound Masking
	.4 Card Access	\$ -	Rogers/LAD	City Vendor/True North	Hardware and wire currently included in Construction Documents,not provided by City Vendor, verify. Conduit, rough-in boxes, devices in CD.
	.5 Surveillance/Security/Intrusion Detection	\$ -	Rogers/LAD	City Vendor/True North	Hardware and wire currently included in Construction Documents,not provided by City Vendor, verify. Conduit, rough-in boxes, devices in CD.
	.6 Fire Alarm	\$ -	Rogers/LAD	City Vendor/LAD	Any required monitoring hardware by City Vendor, no design fee (included in 31.6). Conduit, devices, rough-in boxes, wire by CD
	.7 Fiber	\$ -	Rogers	City Vendor	Design fee within 31.7.
	.8 WiFi	\$ -	Rogers/LAD	City Vendor/True North	Conduit, rough-in boxes, rack, patch panels, wire included Construction Documents. Access points supplied by Rogers installed by Contractor.
17	Commissioning				
	.1 HVAC / Electrical	\$ 75,000	Rogers	Estimate	Required per code
	.2 Building Envelope	\$ 25,000	Rogers	Estimate	Required per code
18	Furniture, Fixtures and Equipment (FF&E Design)	\$ -	Rogers	City Vendor	Basic furniture layout is included in line 8. City Vendor to provide design services (included in product cost).
19	Specialty Equipment (Procurement)				
	.1 TBD	\$ -			
	.2 TBD	\$ -			
20	Food Service Furniture - (FF&E Procurement)	\$ -			No kitchen equipment expected beyond refrigerators, microwaves, ice makers, and dishwashers. All provided by LAD specifications.
21	Signage - Exterior	\$ -			Included in Construction Cost.
22	Specialty Signage/Displays/Exhibits	\$ -			Basics included in Construction Cost.
	.1 Mural/Artwork	\$ -	LAD	Contract	Design based upon preliminary LAD concept.
23	Utility Rebates (EDA Program - Weldon)	\$ -	Rogers/Power Company	Estimate	Verify program
PRE-CONSTRUCTION					
24	Hazardous Materials Abatement				
	.1 ACM Abatement Oversight	\$ -	Rogers	Braun	None sampled per report dated July 25, 2025
	.2 ACM Removal	\$ -	Rogers	Braun	None sampled per report dated July 25, 2025
25	Structure (Building) Demolition	\$ -	CMr	Estimate	Included in Construction Cost
26	Authority Entitlement:				
	.1 Met. Council - SAC	\$ -	CMr/Met Council	Estimate	\$2,485 per unit. 25 unit estimate. \$62,125 estimated originally. Now included in Construction Co.st
	.2 Rogers - City Water Unit Charge	\$ 25,000	Rogers	Estimate	\$3,800 per unit. Site has 11 credits to offset new charges.
	.3 Rogers - City Sanitary Unit Charge	\$ 9,000	Rogers	Estimate	\$4,500 first unit, \$2,500 each additional unit. Site has 11 credits to offset new charges.
	.4 Planning/Development - Application(s)/Review	\$ -	Rogers	Waived fee	\$1,500 escrow, \$250 Base Fee.
	.5 Re-Zoning - Application	\$ -	Rogers	Not Required	
	.6 Re-Flatting - Application	\$ -	Rogers	Waived fee	\$3,500 Escrow, \$500 base + \$5 per lot.
	.7 Watershed District - Application/Permit	\$ 5,900	Rogers	total Escrow Calculate	Per worksheet.
	.8 Minnesota Dept. of Labor - Review	\$ 4,000	Rogers	Estimate	\$3,811 for first \$3,000,000 + \$33 for each \$100,000 after
	.9 Park Dedication Fee	\$ -	Rogers	Not required	\$8k per acre or \$32,000. Not applicable as it is a redevelopment, fees previously obtained.
28	Preconstruction CM Services	\$ -	CMr	Terra Proposal	In construction cost. \$20,000.
CONSTRUCTION					
29	Soils				
	.1 CCP Environmental Plan	\$ 2,500	Rogers	City Vendor	Coordinate with CMr and Rogers
	.2 Onsite inspection of remediation / contamination	\$ 15,000	Rogers	Estimate	Preliminary number by Braun
	.3 Erosion Control Inspection Services	\$ 15,000	Rogers	Estimate	
	.4 Vapor testing post installation of vapor mitigation	\$ 15,000	Rogers	Estimate	
	.5 Test existing water quality basin for contaminants	\$ 15,000	Rogers	Estimate	
	.6 Hennepin County Environmental Response Fund Grant Award	\$ (150,000)	Rogers	ERF Grant	
30	Plan Review(s) and Permit(s)				
	.1 Permit Fee	\$ -	CMr		Based upon 1997 UBC fee schedule. \$110,226 estimated originally. Now included in Construction Cost.
	.2 Plan Review Fee	\$ -	CMr		Verify if city waives fee. Based upon 1997 UBC fee schedule, \$71,647 estimated previously. Now included in Construction Cost.
31	Technology (Low-Voltage Systems):				
	.1 Voice/Data/Network Network Cabling (preferred vendors)	\$ -	CMr	Contract	Conduit, rough-in boxes, devices, rack, patch panels, cable, patch cords, terminations included in Construction Documents. Low Voltage under Div. 26. Pathways under Div. 26. Preferred vendors will be listed in specifications.
	.2 Audio/Video (preferred vendors)	\$ -	CMr	Contract	Equipment, mounting brackets, platforms, included in Div. 27 rolled into Div. 26. Pathways Div. 26. AV contractor responsible for in room cabling.
	.3 Sound-Masking (preferred vendors)	\$ -	CMr	Contract	Included in Div. 27. Soundmasking contractor responsible for cabling.
	.4 Card Access (preferred vendors)	\$ -	Rogers	City Vendor	Pathways and conduit provided in Div. 26. Cabling to be part of Security Vendor scope. Devices and platform to be bid separately and listed here.
	.5 Surveillance/Security (preferred vendors)	\$ -	Rogers	City Vendor	Pathways and conduit provided in Div. 26. Devices and platform to be bid separately and listed here. Structured Cabling to provided by 31.1 to create a plug and play for surveillance package.
	.6 Fire Alarm	\$ -	LAD	Contract	Included in Construction Cost. Monitoring agreements can be incorporated under Div. 26. Jason's preference is to have cellular monitoring for fire and elevator and provided by Rogers. Jason doesn't want analog in building. Verizon will monitor to make sure services do not go down. VOIP or Analog is still being determine.
	.7 Fiber	\$ 30,148	Rogers	MP Nexlevel	Pathway in Electrical Scope of Work. Verify work can be completed by Winter.
	.8 WiFi	\$ 15,000	Rogers	City Vendor	Conduit, rough-in boxes included Construction Documents. Access points supplied by Rogers Vendor installed by Contractor. Cabling to be bid separately and listed in 31.1
	.9 Network Switches/Servers	\$ 130,786	Rogers	CDW-G	By Rogers Vendor, installed by Rogers. Original estimate was \$15k. Can this cost come out of another budget?
	.10 Computers / Phones	\$ 25,000	Rogers	City Vendor	Rogers to provide equipment, verify what if any equipment should be included in overall project budget.
	.11 Public Safety Radio source platform.	\$ 50,000	Rogers	City Vendor	Rogers to provide equipment, verify what if any equipment should be included in overall project budget. Antennae pathway to roof weather head under Div. 26. Jason to have further discussions with City Vendor and PD about plan for new equipment and interface with new AV systems.
	.12 Opticom system	\$ 20,000	Rogers	TCC	Add sensor to existing location estimate is \$190k. Doran going to look into adding sensor to light pole inside the gate. Carrying higher costs for cabling to that location.
	.13 DAS system	\$ 50,000	Rogers	City Vendor	PMY can do survey once construction is underway. PMY can design system if needed then bid it out later.
32	Electrical Site Utilities (Electrical Service hook up)	\$ -	Rogers	Electric Company	Confirm primary side will be paid for by utility. \$250k for bury overhead lines to be paid with other funds.
33	Back-up (Emergency) Electrical Systems	\$ -			Included in Construction Cost
34	Construction Testing / Inspection	\$ 75,000	Rogers	City Vendor	
35	Utility Rebates (EDA Program Results)	\$ (21,867)		Willdan	To be finalized during verification
OCCUPANCY					
36	Furniture (FF&E) - Procurement & Install	\$ 1,375,000	Rogers	Hendrickson	\$1,250,000 + 10% contingency
37	Training Equipment (FF&E) - Procurement & Install				
	.1 Exercise Equipment	\$ 123,867	Rogers	etime/Hammer Streng	Pending final selections
38	Cleaning (FF&E) - Procurement & Install				
	.1 Floor scrubber (2) @ \$20,000	\$ 40,000	Rogers	Estimate	Rogers to provide. 4x8 footprint 48" deck. E-mop for rest of facility.
	.2 Pallet jack (2) @ \$1,500	\$ 3,000	Rogers	Estimate	
	.3 Garbage cans / recycling (50) @ \$100	\$ 5,000	Rogers	Estimate	
	.4 Snowblower	\$ 2,500	Rogers	Estimate	
39	Appliances (FF&E) - Procurement & Install				
	.1 TBD	\$ -			Included in Construction Cost.
40	Displays/Exhibits				
	.1 Interior	\$ 80,000	Rogers	City Vendor	Unknown at this time.
	.2 Exterior	\$ -	CMr	Estimate	\$33,900 included in construction cost currently.
41	Move/Move-In				
	.1 Temp Storage	\$ -			
	.2 Move-in Accessories	\$ 15,000	Rogers	Estimate	Floor mats, ladders, mops, etc.
SOFT COST SUBTOTAL		\$ 4,839,379			
OWNER'S PROJECT CONTINGENCY					
A	Pre-Design Phase - Soft Cost Contingency (15%)	\$ 726,907			Misc items, unforeseen conditions, soils, etc
B	Schematic Design Phase (10%)	\$ 483,938			Soil contamination/remediation and export and import moved to construction cost.
C	Design Development Phase (5%)	\$ 241,969			
D	Construction Documents Phase (3%)	\$ 145,181			
E	Construction Administration Phase (3%)				
SOFT COST TOTAL		\$ 4,984,560			
CONSTRUCTION COST TOTAL		\$ 36,377,721			
Construction Cost					
F	.1 Pre-Design Construction Cost Estimate	\$ 39,426,709	LAD	Pre-Design Estimate	Based upon cost / foot per area, see sheet 1.
G	.2 Schematic Design Construction Cost Estimate	\$ 36,218,888	LAD/Rockwise	SD Estimate	Revision 3, dated 2025-10-08.
H	.3 Design Development Construction Cost Estimate	\$ 35,445,793	LAD/Rockwise	DD Estimate	Revision 2, dated 2026-02-02.
	.3.1 Design Development Construction Cost Estimate	\$ 36,377,721	LAD/Rockwise	DD Estimate	Revision 4, dated 2026-03-13.
	.3.2 Design Development Construction Cost Estimate	\$ 37,076,597	Terra Construction	DD Estimate	Revision 2, dated 2026-03-13.
I	.4 75% Construction Documents Construction Cost Estimate	\$ 37,937,622	Terra Construction	CD Estimate	Phase 1: \$3,520,000. Phase 2: \$34,417,622.
	.5 GMP				
OVERALL TOTAL PROJECT COST		\$ 42,922,182			Facilities Task Force Presentation indicated a preliminary cost of \$40,284,981
J	State of Minnesota Bond Contribution	\$ -			
K	Federal or Local Government Grant	\$ -			
	Alternates	\$ 50,000			
L.1	Alternate No. 1: Lightning Protection	\$ 100,000	CMr	Estimate	Between 75k-150k. 4.8 out of 10 risk assessment. Moderate risk for essential services.
L.2	Alternate No. 2: Provide gas fired infrared heat in lieu of in floor heat PD garage	\$ (50,000)			
	Value Engineering from DD to CD reconciliation	\$ (203,250)			
VE-1	Reduction of generator size?	\$ (20,000)			Tank size reduced. Overall size slightly smaller than originally anticipated in DD.
VE-2	Revise light fixtures in locker rooms to 2x2 in lieu of linear indirect hung	\$ (5,000)	TBL	Estimate	Accepted
VE-3	Reduce F9 light fixtures in Council Chambers Conference room by 8	\$ (18,000)	TBL	Estimate	\$1500 / each + install. Accepted.
VE-4	Reduce F6 light fixtures in Lobby by 6	\$ (10,500)	TBL	Estimate	\$1200 / eac + install. Accepted.
VE-5	Delete L4S light fixtures and baffles in main City Hall office area, replace with 2x2	\$ (46,550)	TBL	Estimate	\$800 / eac + install, replace with 2x2 fixtures. Reduce baffles and provide ACT cloud ceiling. In review.
VE-6	Revise linear light fixtures in Park and Rec to 2x2 fixtures	\$ (11,400)	TBL	Estimate	\$800 / eac + install, replace with 2x2 fixtures. Accepted.
VE-7	Site concrete simplification.	\$ (50,000)	TBL	Estimate	Final Design not approved yet
VE-8	Terrazzo stair treads	\$ (20,000)	TBL	Estimate	Accepted
VE-9	Remove terrazzo from City Hall lobby at carpet area	\$ (10,500)	TBL	Estimate	175 sf. Accepted.
VE-10	Reduce acoustic wall panels in Phone Rooms	\$ (4,800)	TBL	Estimate	8x10 x 4 walls x \$15/sf. Accepted.
VE-11	Remove form liner at site walls	\$ -	TBL	Estimate	Pending. Can revise in BP2 if needed. Estimated \$20,000 - \$30,000.
VE-12	Revise all non public doors and frames to 7'0 x 3'0	\$ (1,500)	TBL	Estimate	Accepted. Only 1.
VE-13	Reduce wood accents or revise some wood to veneer / wall covering mtl	\$ -	TBL	Estimate	In review.
VE-14	Delete security glazing on second floor	\$ -			Declined.
VE-15	Reduce steel thickness on guardrail at PD stair	\$ (5,000)	TBL	Estimate	reduce to 1/4" or 3/8". Accepted.
		13.7%			Soft cost ratio

Updated Cost Estimate
2026-07-21 Bid Results
Rogers Police Station and City Hall

		Current	Current	Current	
No.	Description	Bid	Source of	Reference	Notes
		Phase	Responsibility	Document	
PRE-DESIGN					
1	Legal:				
	1 Contract reviews (design, construction, other misc)	\$ 10,000	Rogers	Estimate	
2	Administrative Services				
	1 Design Period	\$ -			Not typically tracked, verify
	2 Construction Period	\$ -			Not typically tracked, verify
3	Real Estate				
	1 Former Boyer Site (2023)	\$ -			Acquisition completed prior to this project.
	2 Triplex (2023)	\$ -			Acquisition completed prior to this project.
	3 Former Holiday (2015)	\$ -			Acquisition completed prior to this project.
4	Land Surveying				
	1 Alta/NSPS Land Title Survey	\$ 5,500	Rogers/TruePoint	Contract	Preliminary and Final Plat
	2 Topographic Survey	\$ 9,000	Rogers/TruePoint	Contract	Boundary and Topographic Survey
	3 Preliminary Survey	\$ -	Rogers/BMI	Contract	
	4 Civic Campus title search	\$ -	Rogers	Contract	Completed prior to this project.
5	Subsurface (Geotechnical) Investigation:				
	1 Soil borings		Rogers/Braun	Contract	Completed prior to this project.
	2 AET Services		Rogers/AET	Contract	Completed prior to this project.
	3 Modification to geotech report	\$ 2,000	Rogers/Braun	Change Order	Modify to eliminate basement and add geo pier
6	Existing Building Structural Analysis	\$ -			Anticipate demolition of existing buildings, no structural analysis required.
7	Environmental Assessments				
	1 VIC MPCA	\$ -	Rogers	Contract	Completed prior to this project.
	2 Pre-demo hazmat at former Holiday	\$ -	Rogers	Contract	Completed prior to this project.
	3 Pre-demo hazmat at former Boyer site	\$ -	Rogers	Contract	Completed prior to this project.
	4 Phase 1 and Pre-demo hazmat of Triplex	\$ -	Rogers	Contract	Completed prior to this project.
	5 Braun soil vapor monitoring	\$ -	Rogers	Contract	Completed prior to this project.
	6 Braun soil vapor monitoring + fees for VIC	\$ 2,500	Rogers	Estimate	Anticipate 4 double ring test, 2 in construction
	7 Phase 1 ESA	\$ -	Rogers	Contract	Paid for with Grants
	8 Phase 2 ESA	\$ -	Rogers	Contract	Paid for with Grants
DESIGN					
8	Project Management/Architecture/Interior Design/MEP & Structural Engineering	-			
	1 Pre-Design / Schematic Design Phase	\$ 353,286	LAD	Contract	\$117,700 completed prior to this project.
	2 Design Development - Construction Administration	\$ 2,001,954	LAD	Contract	
	3 FFE Design Assistance Fee	\$ 30,000	LAD	Contract	
	4 Reimbursables	\$ 15,000	LAD	Contract	
	5 Contract Reconciliation	\$ 335,305	LAD	Contract Mod-01	Received Council Approval
9	Civil Engineering	\$ -	LAD	Contract	Included in line 8
10	Landscape Architecture	\$ -	LAD	Contract	Included in line 8
11	Landscape Irrigation	\$ -			Any irrigation design (design / build contractor) included in the construction budget
12	Acoustical Engineering	\$ -			Not included
13	Cost Estimating	\$ -	LAD	Contract	Included in line 8
14	Sustainable Design	\$ -			No LEED, B3, or Well Building Standard included or required.
15	Fire Protection Engineering	\$ -	LAD	Contract	Included in line 8. Performance based specifications and fire alarm drawings
16	Technology (Low-Voltage Systems) Engineering:				
	1 Voice/Data/Network	\$ -	Rogers/LAD	Contract/True North	Server and switch design work by Rogers or Rogers' vendor. All other by LAD/PMY
	2 Audio/Video	\$ -	LAD	Contract/True North	Design and spec for AV and infrastructure.
	3 Sound-Masking	\$ -	LAD	Contract/True North	Design and spec for Sound Masking
	4 Card Access	\$ -	Rogers/LAD	ity Vendor/True Nort	Hardware and wire currently included in Construction Documents,not provided by City Vendor, verify. Conduit, rough-in boxes, devices in CD.
	5 Surveillance/Security/Intrusion Detection	\$ -	Rogers/LAD	ity Vendor/True Nort	Hardware and wire currently included in Construction Documents,not provided by City Vendor, verify. Conduit, rough-in boxes, devices in CD.
	6 Fire Alarm	\$ -	Rogers/LAD	City Vendor/LAD	Any required monitoring hardware by City Vendor, no design fee included in 31.6). Conduit, devices, rough-in boxes, wire by CD
	7 Fiber	\$ -	Rogers	City Vendor	Design fee within 31.7
	8 WiFi	\$ -	Rogers/LAD	ity Vendor/True Nort	Conduit, rough-in boxes, rack, patch panels, wire included Construction Documents. Access points supplied by Rogers installed by Contractor.
17	Commissioning				
	1 HVAC / Electrical	\$ 75,000	Rogers	Estimate	Required per code
	2 Building Envelope	\$ 25,000	Rogers	Estimate	Required per code
18	Furniture, Fixtures and Equipment (FF&E Design)	\$ -	Rogers	City Vendor	Basic furniture layout is included in line 8. City Vendor to provide design services (included in product cost).
19	Specialty Equipment (Procurement)				
	1 TBD	\$ -			
	2 TBD	\$ -			
20	Food Service Furniture - (FF&E Procurement)	\$ -			No kitchen equipment expected beyond refrigerators, microwaves, ice makers, and dishwashers. All provided by LAD specifications.
21	Signage - Exterior	\$ -			Included in Construction Cost.
22	Specialty Signage/Displays/Exhibits	\$ -			Basics included in Construction Cost.
	1 Mural/Artwork	\$ -	LAD	Contract	Design based upon preliminary LAD concept.
23	Utility Rebates (EDA Program - Weldon)	\$ -	Rogers/Power Compan	Estimate	Verify program
PRE-CONSTRUCTION					
24	Hazardous Materials Abatement				
	1 ACM Abatement Oversight	\$ -	Rogers	Braun	None sampled per report dated July 25, 2025
	2 ACM Removal	\$ -	Rogers	Braun	None sampled per report dated July 25, 2025
25	Structure (Building) Demolition	\$ -	CMr	Estimate	Included in Construction Cost
26	Authority Entitlement:				
	1 Met. Council - SAC	\$ -	CMr/Met Council	Estimate	\$2,485 per unit. 25 unit estimate. \$62,125 estimated originally. Now included in Construction Co.st
	2 Rogers - City Water Unit Charge	\$ 91,200	Rogers	Estimate	WAC would be 24@ \$3800
	3 Rogers - City Sanitary Unit Charge	\$ 62,000	Rogers	Estimate	SAC would be 1@ \$4500 plus 23@ \$2500
	4 Planning/Development - Application(s)/Review	\$ -	Rogers	Waived fee	\$1,500 escrow, \$250 Base Fee.
	5 Re-Zoning - Application	\$ -			Not Required.
	6 Re-Platting - Application	\$ -	Rogers	Waived fee	\$3,500 Escrow, \$500 base + \$5 per lot.
	7 Watershed District - Application/Permit	\$ 5,900	Rogers	otal Escrow Calculat	Per worksheet.
	8 Minnesota Dept. of Labor - Review	\$ 4,000	Rogers	Estimate	\$3,811 for first \$3,000,000 + \$33 for each \$100,000 after
	9 Park Dedication Fee	\$ -	Rogers	Not required	\$8k per acre or \$32,000. Not applicable as it is a redevelopment, fees previously obtained.
28	Preconstruction CM Services	\$ 20,000	CMr	Terra Proposal	In construction cost. \$20,000.
CONSTRUCTION					
29	Soils				
	1 CCP Environmental Plan		Rogers	City Vendor	Coordinate with CMr and Rogers
	2 Onsite inspection of remediation / contamination		Rogers		Preliminary number by Braun
	3 Erosion Control Inspection Services		Rogers		
	4 Vapor testing post installation of vapor mitigation		Rogers		
	5 Test existing water quality basin for contaminants		Rogers		
	6 Hennepin County Environmental Response Fund Grant Award	(\$ 150,000)	Rogers	ERF Grant	
	Braun RAP In-construction Proposal	\$ 98,900		Contract	Proposal by Braun
30	Plan Review(s) and Permit(s)				
	1 Permit Fee	\$ -	CMr		Based upon 1997 UBC fee schedule. \$110,226 estimated originally. Now included in Construction Cost.
	2 Plan Review Fee	\$ -	CMr		Verify if city waives fee. Based upon 1997 UBC fee schedule. \$71,647 estimated previously. Now included in Construction Cost.
	3 Internal Engineering	\$194,907			City Council Approved Reduction of Internal Fees to 0.5%
	Lumen Relocation	\$ 36,100		Contract	Actual based on invoices
	Xcel Relocation	\$ 130,386		Contract	Actual based on invoices
	Comcast Relocation	\$ 87,573	\$ 254,059	Contract	Actual based on invoices
31	Technology (Low-Voltage Systems):				
	1 Voice/Data/Network Network Cabling (preferred vendors)	\$ -	CMr	Contract	Conduit, rough-in boxes, devices, rack, patch panels, cable, patch cords, terminations included in Construction Documents. Low Voltage under Div. 26. Pathways under Div. 26.
	2 Audio/Video (preferred vendors)	\$ -	CMr	Contract	Preferred vendors will be listed in specifications.
	3 Sound-Masking (preferred vendors)	\$ -	CMr	Contract	Equipment, mounting brackets, platforms, included in Div. 27 rolled into Div. 26. Pathways Div. 26. AV contractor responsible for in room cabling.
	4 Card Access (preferred vendors)	\$197,100	Rogers	City Vendor	Included in Div. 27. Soundmasking contractor responsible for cabling.
	5 Surveillance/Security (preferred vendors)	\$223,295	Rogers	City Vendor	Per JG Quotes
	6 Intrusion Alarm	\$20,765			Per JG Quotes
	7 Intercom	\$24,475			Per JG Quotes
	8 Fire Alarm	\$ -	LAD	Contract	Included in Construction Cost. Monitoring agreements can be incorporated under Div. 26. Jason's preference is to have cellular monitoring for fire and elevator and provided by Rogers. Jason doesn't want apollo in building. Vectoron will monitor to make sure services do not go down. VOP or Apollo is still being determined.
	9 Fiber	\$ 30,148	Rogers	MP Nexlevel	Pathway in Electrical Scope of Work. Verify work can be completed by Winter.
	10 Wireless Access Points	\$ 35,600	Rogers	City Vendor	Per JG Quotes
	11 Network Switches/Servers	\$ 149,388	Rogers	CDW-G	Per JG Quotes
	12 Computers / Phones	\$ 25,000	Rogers	City Vendor	Per JG Quotes
	13 Public Safety Radio source platform.	\$ 21,329	Rogers	City Vendor	Per JG Quotes
	14 Opticom system	\$ 20,000	Rogers	TCC	Add sensor to existing location estimate is \$1900. Doran going to look into adding sensor to light pole inside the gate. Carrying higher costs for cabling to that location.
	15 DAS	\$ 50,000	Rogers	City Vendor	PMY can do survey once construction is underway. PMY can design system if needed then bid it out later.
32	Electrical Site Utilities (Electrical Service hook up)	\$ -	Rogers	Electric Company	Confirm primary side will be paid for by utility. \$250k for bury overhead lines to be paid with other funds.
33	Back-up (Emergency) Electrical Systems	\$ -			Included in Construction Cost
34	Construction Testing / Inspection	\$ 112,525	Rogers	City Vendor	AET Proposal
35	Utility Rebates (EDA Program Results)	(\$ 21,867)		Wildan	To be finalized during verification
36	Storm Shelter Peer Review	\$ 19,413	Rogers	Braun	Required by code. Braun Proposal
OCCUPANCY					
36	Furniture (FF&E) - Procurement & Install	\$ 1,375,000	Rogers	Hendrickson	\$1,250,000 + 10% contingency
37	Training Equipment (FF&E) - Procurement & Install				
	1 Exercise Equipment	\$ 123,867	Rogers	etime/Hammer Stren	Pending final selections
38	Cleaning (FF&E) - Procurement & Install				
	1 Floor scrubber (2) @ \$20,000	\$ 40,000	Rogers	Estimate	Rogers to provide. 4x8 footprint 48" deck. E-mop for rest of facility.
	2 Pallet jack (2) @ \$1,500	\$ 3,000	Rogers	Estimate	
	3 Garbage cans / recycling (50) @ \$100	\$ 5,000	Rogers	Estimate	
	4 Snowblower	\$ 2,500	Rogers	Estimate	
39	Appliances (FF&E) - Procurement & Install				
	1 TBD	\$ -			Included in Construction Cost.
40	Displays/Exhibits				
	1 Interior	\$ 80,000	Rogers	City Vendor	Unknown at this time.
	2 Exterior	\$ -	CMr	Estimate	\$33,900 included in construction cost currently.
	3 Internal Building Signage	\$25,500			Per JG Quotes

	3 Visitor Management System	\$5,000			Per JG Quotes
41	Move/Move-In	\$ 200,000			Estimate based on \$/SF quotes from Antiques 101
	1 Temp Storage	\$ -			
	2 Move-in Accessories	\$ 15,000	Rogers	Estimate	Floor mats, ladders, mops, etc.
SOFT COST SUBTOTAL		\$ 6,217,549			
OWNER'S PROJECT CONTINGENCY					
A	Pre-Design Phase - Soft Cost Contingency (15%)	\$ 725,007			Misc items, unforeseen conditions, soils, etc
B	Schematic Design Phase (10%)	\$ 483,038			Soil contamination/remediation and export and import moved to construction cost.
C	Design Development Phase (5%)	\$ 244,969			
D	Construction Documents Phase (3%)	\$ 150,000			City's contingency for City provided items
E	Construction Administration Phase (3%)				
SOFT COST TOTAL		\$ 6,367,549			
CONSTRUCTION COST TOTAL					
	Construction Cost				
F	1 Pre-Design Construction Cost Estimate	\$ 33,426,706	LAD	Pre-Design Estimate	Based upon cost / foot per area, see sheet 1.
G	2 Schematic Design Construction Cost Estimate	\$ 35,215,806	LAD/Rockwise	SD Estimate	Revision 3, dated 2025-10-08.
H	3 Design Development Construction Cost Estimate	\$ 35,446,703	LAD/Rockwise	DD Estimate	Revision 2, dated 2026-02-02.
	3.1 Design Development Construction Cost Estimate	\$ 35,377,721	LAD/Rockwise	DD Estimate	Revision 4, dated 2026-03-13.
	3.2 Design Development Construction Cost Estimate	\$ 37,076,607	Terra Construction	DD Estimate	Revision 2, dated 2026-03-13.
I	4 75% Construction Documents Construction Cost Estimate	\$ 37,937,622	Terra Construction	CD Estimate	Phase 1: \$3,520,000, Phase 2: \$34,417,622.
	5 GMP	\$ 38,957,873	Terra Construction	Bid Tabulation	Bid Tabulation+Preconst.+Const. Staffing+Reimburseables+Insurance+CM Fee+Contingency+Bid Alt #02
OVERALL TOTAL PROJECT COST		\$ 45,325,422			Facilities Task Force Presentation indicated a preliminary cost of \$40,284,981, 75% DD cost estimate \$42,922,182

VEIT - Cost changes/tracking logRogers Police Station and City HallBP #2 Changes1 Structural Footing changes - lowered many footings per new structural plans.

Results in 2,018 CY more excavation and backfill adding nearly 35% to the bid quantity. See attached PDF cut/fill map

Labor/Equipment		Materials	TOTAL
	\$35,451.11	\$0.00	\$35,451.11

2 Addendum #3 - added drain tile around elevator pit

Labor/Equipment		Materials	TOTAL
	\$673.73	\$636.63	\$1,310.36

12 Additional Tree Clearing

Sub		Materials	TOTAL
	\$5,478.00	\$0.00	\$5,478.00

 added sub value of \$4,980 plus markup from PLT8 Added 10" Gate Valves (2 each)

Labor/Equip		Materials	TOTAL
	\$622.20	\$9,046.40	\$9,668.60

9 STMH B2 Modification

Labor/Equip		Materials	TOTAL
	\$622.20	\$1,242.99	\$1,865.19

BID PACK #2 Revisions & Permit Comments & Additional Tree Clearing	\$53,773.26
---	--------------------

Contaminate & Unsuitable Soil Allowance5 Filtering Contaminated Water

TBD - Rain for Rent onsite filtration tanks for discharge into storm	TOTAL
	\$200,000.00

 Estimate based on comparable project for Veit6 Export Clean Soils from Pond Area & import sand to replace - PER AET Structurally Unsuitable

Unit Price #1 Export Pond Soils (LV)

Quantity	Unit Price	TOTAL
5,600.00	\$15.00	\$84,000.00

Unit Price#4 - Import Sand to Replace since site is short (per TN)

Quantity	Unit Price	TOTAL
7,840.00	\$18.00	\$141,120.00

Note - 1 CYLV of sand = 1.4 TNs. Pit does not have scale so unit price per LV = \$25.20

\$225,120.00 Assumes 5,600 CY

-\$85,800.00 Could Save 2,600 CY for reuse un green space

\$6,572.00 400CY has "trash" in it and must go to the landfill

\$8,336.21 Contaminated Hauled to Landfill to Date (concrete and Soils)

\$17,300.50 Contaminated Estimated from Gas Station

\$49,430.00 Contaminated Deep Plumbing Trench Estimate

\$10,000.00 Estimate for added time for soil segregation and testing

\$230,958.71 Subtotal

~~\$69,041.29~~ Allowance contingency for reuse of structurally unsuitable in green space

Total Estimate for Unsuitable and Contaminated Soils

\$300,000.00

31B Soil Contamination & Unsuitable Allowance**\$500,000.00**

Vapor Mitigation System Allowance

3a Vapor System - Rock, place 6" of #89

Trucking

Materials

TOTAL

#89 rock. Based on 2030.40 Tns of rock at \$27.00 per TN plus \$10.96 per TN trucking from Amrize in Elk River (plus 10% mark up)

\$24,478.50 \$60,302.88 **\$84,781.38**

6" of sand credit, change section to 2.5' sand below SOG. This credit is based on 1410 CYLV less sand at our pit value of \$2.00 (not a material value since it is an internal Veit charge) plus \$3.19 in trucking. Plus 10% mark up)

-\$8,049.69 \$0.00 **-\$8,049.69**
\$76,731.69

3b Vapor System -below Slab Piping

Labor/Equip

Materials

TOTAL

\$25,229.66 \$7,243.72 **\$32,473.38**

Veit Number of Braun design provided but not included in the Bid Pack 2

\$109,205.07

Roofing penetrations estimate (11 @ \$500/ea) - not included in Bid Pack 2

\$5,500.00

Plumbing pipe for 11 runs from slab to roof estimate - not included in Bid Pack 2

\$35,294.93

31B Vapor Mitigation Allowance \$150,000.00

Utility Pending PR Estimated Cost ALLOWANCE

10 Potential Sanitary Removal and Disconnect at the Main in John Deere Ln

Labor/Equip/Sub

Materials

TOTAL

\$14,255.48 \$3,608.00 **\$17,863.48**

Breakouts for 10

Curb Sub

\$1,072.50

Pavement Sub

\$3,850.00

11 Sanitary and Storm Civil vs Plumbing Conflicts ROM

Labor/Equip/Sub

Materials

TOTAL

\$2,500.00 **\$2,500.00**

31B Utility Revision Allowance \$20,363.48



Molin Twin Cities: 415 Lilac St., Lino Lakes, MN 55014 / 651-786-7722
Molin Sioux Falls: 2810 N Bahnson Ave, Sioux Falls, SD 57104 / 605-336-1180

Change Order / Proposal Revision

7/16/26

Project: Rogers City Hall

Bid Package: Bid Category 03D - Precast

Reference: Pricing Revision Based on Bid Package #02 and Addenda #1, #2 & #3

Original Bid Submission

Pricing was originally submitted based on **Bid Package #01** and consisted of the following:

Description	Amount
Shop Drawings	\$45,000.00
Labor	\$423,860.00
Tax Exempt Materials	\$1,011,589.00

Total Original Bid Amount \$1,480,449.00

Revisions to Bid Package

Following our review of **Bid Package #02** and **Addenda #1, #2, and #3**, the following changes to our original scope have been identified.

Description	Drawing Reference	Amount
Added opening at storm shelter. Includes steel hanger and embed plates.	D3/SF201	Add \$497.00
Revised joist bearing detail. Includes additional angle material and labor for installation.	D1/SF502	Add \$23,287.00
Increased height of interior precast walls. Includes additional concrete material, reinforcing, labor, and caulking.	E5/SF505; B1/AE508; C3/AE508; C5/AE508	Add \$23,225.00

Pricing Summary

Description	Amount
Original Bid Amount	\$1,480,449.00
Total Additions	\$47,009.00

Revised Bid Amount \$1,527,458.00

These pricing revisions reflect the design changes incorporated into **Bid Package #02** and **Addenda #1, #2, and #3**. All other pricing and scope included in our original proposal remain unchanged unless specifically noted above.

What We Do: Design / Manufacture / Install

Core Values: Collaborative / Respectful / Committed / Continuous Improvement / Safety / Do the Right Thing

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July 24, 2026

Mr. Doran Cote
22350 S. Diamond Lake Road
Rogers, MN 55374

**RE: Rogers City Hall & Police Department Civic Campus
Recommendation to Award Bid Package #02
Approval of GMP Amendment #2 (Remaining Work)**

Dear Mr. Cote,

In accordance with state statutes, Terra Construction received bids for Bid Package #02 on Tuesday July 21st, 2026, for the above-referenced project. We have completed our evaluation of the bids and qualification checklists for scope completeness. The attached bid tabulation indicates our recommendation for award to the trade contractors associated with Bid Package #02.

Included for signature is AIA A133 Exhibit A - GMP Amendment #2 and an updated AIA A133 Exhibit B – Insurance and Bonds.

Please feel free to contact me with any questions.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read 'J. Whiting'.

Jason Whiting
Executive Vice President



21025 Commerce Blvd, Suite 1000 // Rogers, MN 55374



AIA® Document A133® – 2019 Exhibit A

Guaranteed Maximum Price Amendment #2

This Amendment dated the 24th day of July in the year 2026, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 13th day of January in the year 2026 (the “Agreement”)
(In words, indicate day, month, and year.)

for the following **PROJECT**:
(Name and address or location)

City Hall and Police Department Civic Campus
21701 Industrial Blvd
Rogers, MN 55374

THE OWNER:
(Name, legal status, and address)

City of Rogers
22350 S. Diamond Lake Rd.
Rogers, MN 55374

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Terra Construction
21025 Commerce Boulevard, Suite 1000
Rogers, MN 55374

TABLE OF ARTICLES

- A.1 GUARANTEED MAXIMUM PRICE
- A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION
- A.3 INFORMATION UPON WHICH AMENDMENT IS BASED
- A.4 CONSTRUCTION MANAGER’S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

ARTICLE A.1 GUARANTEED MAXIMUM PRICE

§ A.1.1 Guaranteed Maximum Price

Pursuant to Section 3.2.6 of the Agreement, the Owner and Construction Manager hereby amend the Agreement to establish a Guaranteed Maximum Price. As agreed by the Owner and Construction Manager, the Guaranteed Maximum Price is an amount that the Contract Sum shall not exceed. The Contract Sum consists of the Construction Manager’s Fee plus the Cost of the Work, as that term is defined in Article 6 of the Agreement.

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed Thirty Eight Million, Nine Hundred Fifty Seven, Eight Hundred Seventy Three Dollars (\$38,957,873), subject to additions and deductions by Change Order as

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

AIA Document A201™–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

provided in the Contract Documents.

§ A.1.1.2 Itemized Statement of the Guaranteed Maximum Price (Amendment #2). Provided below is an itemized statement of the Guaranteed Maximum Price (Amendment #2) organized by trade categories, including allowances; the Construction Manager's contingency; alternates; the Construction Manager's Fee; and other items that comprise the Guaranteed Maximum Price (Amendment #2) as defined in Section 3.2.1 of the Agreement.
(Provide itemized statement below or reference an attachment.)

Reference the Attached GMP Amendment #2 - Exhibit A-2

§ A.1.1.3 The Construction Manager's Fee is set forth in Section 6.1.2 of the Agreement.

§ A.1.1.4 The method of adjustment of the Construction Manager's Fee for changes in the Work is set forth in Section 6.1.3 of the Agreement.

§ A.1.1.5 Alternates

§ A.1.1.5.1 Alternates, if any, included in the Guaranteed Maximum Price:

Reference the Attached GMP Amendment #2 - Exhibit A-2

Item	Price
------	-------

§ A.1.1.5.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Exhibit A. Upon acceptance, the Owner shall issue a Modification to the Agreement.
(Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

Item	Price	Conditions for Acceptance
------	-------	---------------------------

§ A.1.1.6 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

Construction Manager Markup is not included in the Unit Prices below

Item	Units and Limitations	Price per Unit (\$0.00)
Unit Price No. 1: Excavation and Removal of Existing Pond Sediment Not Able to be Placed in Locations Indicated on The Civil Plans	Cubic Yard	(\$15.00)
Unit Price No. 2: Excavation and Removal of Unsatisfactory Soil from The Site	Cubic Yard	(\$15.00)
Unit Price No. 3: Export of Contaminated Soil Material Off-Site and Disposal	Cubic Yard	(\$44.00)
Unit Price No. 4: Import and Placement of Sand	Ton	(\$18.00)
Unit Price No. 5: Import and Placement of Aggregate Base	Ton	(\$23.00)
Unit Price No. 6: Import and Placement of Granular Material	Ton	(\$18.00)
Unit Price No. 7: Import and Placement of Modified Select Granular Material	Ton	(\$18.00)
Unit Price No. 8: Import and Placement of Topsoil	Cubic Yard	(\$21.00)

ARTICLE A.2 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ A.2.1 The date of commencement of the Work shall be:

(Check one of the following boxes.)

☒ [X] The date of execution of this Amendment #2

☐ [] Established as follows:

(Insert a date or a means to determine the date of commencement of the Work.)

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User Notes:

(6a6389aa0a332e0b232faa4b)

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of execution of this Amendment.

§ A.2.2 Unless otherwise provided, the Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work. The Contract Time shall be measured from the date of commencement of the Work.

§ A.2.3 Substantial Completion

§ A.2.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Construction Manager shall achieve Substantial Completion of the entire Work:

(Check one of the following boxes and complete the necessary information.)

[] Not later than () calendar days from the date of commencement of the Work.

[X By the following date: January 28th, 2028

§ A.2.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Construction Manager shall achieve Substantial Completion of such portions by the following dates:

Portion of Work	Substantial Completion Date
See Above A.2.3.1	

§ A.2.3.3 If the Construction Manager fails to achieve Substantial Completion as provided in this Section A.2.3, liquidated damages, if any, shall be assessed as set forth in Section 6.1.6 of the Agreement.

ARTICLE A.3 INFORMATION UPON WHICH AMENDMENT IS BASED

§ A.3.1 The Guaranteed Maximum Price and Contract Time set forth in this Amendment are based on the Contract Documents and the following:

§ A.3.1.1 The following Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages
----------	-------	------	-------

§ A.3.1.2 The following Specifications:
(Either list the Specifications here, or refer to an exhibit attached to this Amendment.)

Specifications issued by LEO A. Daly Titled “Rogers City Hall Police Station Bid Package #2” Dated 06/11/2026 including Bid Package #02 Addendum #1 06/30/2026, Addendum #2 Dated 07/06/2026, Addendum #3 Dated 07/10/2026, and Addendum #4 Dated 7/15/2026.

Section	Title	Date	Pages
---------	-------	------	-------

§ A.3.1.3 The following Drawings:
(Either list the Drawings here, or refer to an exhibit attached to this Amendment.)

Drawings issued by LEO A. Daly Titled “Rogers City Hall Police Station Bid Package #2” Dated 06/11/2026 including Bid Package #02 Addendum #1 06/30/2026, Addendum #2 Dated 07/06/2026, Addendum #3 Dated 07/10/2026, and Addendum #4 Dated 7/15/2026.

Number	Title	Date
--------	-------	------

§ A.3.1.4 The Sustainability Plan, if any:

(If the Owner identified a Sustainable Objective in the Owner's Criteria, identify the document or documents that comprise the Sustainability Plan by title, date and number of pages, and include other identifying information. The Sustainability Plan identifies and describes the Sustainable Objective; the targeted Sustainable Measures; implementation strategies selected to achieve the Sustainable Measures; the Owner's and Construction Manager's roles and responsibilities associated with achieving the Sustainable Measures; the specific details about design reviews, testing or metrics to verify achievement of each Sustainable Measure; and the Sustainability Documentation required for the Project, as those terms are defined in Exhibit C to the Agreement.)

Title	Date	Pages
-------	------	-------

Other identifying information:

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price :

(Identify each allowance.)

Reference the Attached GMP Amendment #2 - Exhibit A-2

Item	Price
------	-------

§ A.3.1.6 Assumptions and clarifications, if any, upon which the Guaranteed Maximum Price is based:

(Identify each assumption and clarification.)

§ A.3.1.7 The Guaranteed Maximum Price is based upon the following other documents and information:

(List any other documents or information here, or refer to an exhibit attached to this Amendment.)

The A133 – 2019 Exhibit B Insurance and Bonds – Updated with Amendment #2

ARTICLE A.4 CONSTRUCTION MANAGER'S CONSULTANTS, CONTRACTORS, DESIGN PROFESSIONALS, AND SUPPLIERS

§ A.4.1 The Construction Manager shall retain the consultants, contractors, design professionals, and suppliers, identified below:

(List name, discipline, address, and other information.)

This Amendment to the Agreement entered into as of the day and year first written above.

OWNER (Signature)

(Printed name and title)

Jason Whiting

CONSTRUCTION MANAGER (Signature)

Jason Whiting, Executive Vice President

(Printed name and title)

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit A

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:50:27 CDT on 07/24/2026.

Changes to original AIA text

PAGE 1

This Amendment dated the 24th day of July in the year 2026, is incorporated into the accompanying AIA Document A133™–2019, Standard Form of Agreement Between Owner and Construction Manager as Constructor where the basis of payment is the Cost of the Work Plus a Fee with a Guaranteed Maximum Price dated the 13th day of January in the year 2026 (the “Agreement”)

A.1 –GUARANTEED MAXIMUM PRICE

PAGE 2

§ A.1.1.1 The Contract Sum is guaranteed by the Construction Manager not to exceed ~~–(\$–Thirty Eight Million, Nine Hundred Fifty Seven, Eight Hundred Seventy Three Dollars (\$38,957,873),~~ subject to additions and deductions by Change Order as provided in the Contract Documents.

§ A.1.1.2 **Itemized Statement of the Guaranteed Maximum Price (Amendment #2).** Provided below is an itemized statement of the Guaranteed Maximum Price (Amendment #2) organized by trade categories, including allowances; the Construction Manager’s contingency; alternates; the Construction Manager’s Fee; and other items that comprise the Guaranteed Maximum Price (Amendment #2) as defined in Section 3.2.1 of the Agreement.

Reference the Attached GMP Amendment #2 - Exhibit A-2

Reference the Attached GMP Amendment #2 - Exhibit A-2

Construction Manager Markup is not included in the Unit Prices below

PAGE 3

Item	Units and Limitations	Price per Unit (\$0.00)
<u>Unit Price No. 1: Excavation and Removal of Existing Pond Sediment Not Able to be Placed in Locations Indicated on The Civil Plans</u>	<u>Cubic Yard</u>	<u>(\$15.00)</u>
<u>Unit Price No. 2: Excavation and Removal of Unsatisfactory Soil from The Site</u>	<u>Cubic Yard</u>	<u>(\$15.00)</u>

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User Notes:

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<u>Unit Price No. 3: Export of Contaminated Soil</u>	<u>Cubic Yard</u>	<u>(\$44.00)</u>
<u>Material Off-Site and Disposal</u>		
<u>Unit Price No. 4: Import and Placement of Sand</u>	<u>Ton</u>	<u>(\$18.00)</u>
<u>Unit Price No. 5: Import and Placement of</u>	<u>Ton</u>	<u>(\$23.00)</u>
<u>Aggregate Base</u>		
<u>Unit Price No. 6: Import and Placement of Granular</u>	<u>Ton</u>	<u>(\$18.00)</u>
<u>Material</u>		
<u>Unit Price No. 7: Import and Placement of Modified</u>	<u>Ton</u>	<u>(\$18.00)</u>
<u>Select Granular Material</u>		
<u>Unit Price No. 8: Import and Placement of Topsoil</u>	<u>Cubic Yard</u>	<u>(\$21.00)</u>

[-X] The date of execution of this Amendment: #2

[-1] Established as follows:

[X.] By the following date: January 28th, 2028

Specifications issued by LEO A. Daly Titled “Rogers City Hall Police Station Bid Package #2” Dated 06/11/2026 including Bid Package #02 Addendum #1 06/30/2026, Addendum #2 Dated 07/06/2026, Addendum #3 Dated 07/10/2026, and Addendum #4 Dated 7/15/2026.

PAGE 4

Drawings issued by LEO A. Daly Titled “Rogers City Hall Police Station Bid Package #2” Dated 06/11/2026 including Bid Package #02 Addendum #1 06/30/2026, Addendum #2 Dated 07/06/2026, Addendum #3 Dated 07/10/2026, and Addendum #4 Dated 7/15/2026.

§ A.3.1.5 Allowances, if any, included in the Guaranteed Maximum Price_:

Reference the Attached GMP Amendment #2 - Exhibit A-2

The A133 – 2019 Exhibit B Insurance and Bonds – Updated with Amendment #2

Variable Information

PAGE 1

City Hall and Police Department Civic Campus

21701 Industrial Blvd

Rogers, MN 55374

City of Rogers

22350 S. Diamond Lake Rd.

Rogers, MN 55374

Terra Construction

21025 Commerce Boulevard, Suite 1000

Rogers, MN 55374

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User Notes:

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PAGE 2

Item	Units and Limitations	Price per Unit (\$0.00)
<u>Unit Price No. 1: Excavation and Removal of Existing Pond Sediment Not Able to be Placed in Locations Indicated on The Civil Plans</u>	<u>Cubic Yard</u>	<u>(\$15.00)</u>
<u>Unit Price No. 2: Excavation and Removal of Unsatisfactory Soil from The Site</u>	<u>Cubic Yard</u>	<u>(\$15.00)</u>
<u>Unit Price No. 3: Export of Contaminated Soil Material Off-Site and Disposal</u>	<u>Cubic Yard</u>	<u>(\$44.00)</u>
<u>Unit Price No. 4: Import and Placement of Sand</u>	<u>Ton</u>	<u>(\$18.00)</u>
<u>Unit Price No. 5: Import and Placement of Aggregate Base</u>	<u>Ton</u>	<u>(\$23.00)</u>
<u>Unit Price No. 6: Import and Placement of Granular Material</u>	<u>Ton</u>	<u>(\$18.00)</u>
<u>Unit Price No. 7: Import and Placement of Modified Select Granular Material</u>	<u>Ton</u>	<u>(\$18.00)</u>
<u>Unit Price No. 8: Import and Placement of Topsoil</u>	<u>Cubic Yard</u>	<u>(\$21.00)</u>

PAGE 3**Portion of Work**See Above A.2.3.1**Substantial Completion Date**

Specifications issued by LEO A. Daly Titled "Rogers City Hall Police Station Bid Package #2" Dated 06/11/2026 including Bid Package #02 Addendum #1 06/30/2026, Addendum #2 Dated 07/06/2026, Addendum #3 Dated 07/10/2026, and Addendum #4 Dated 7/15/2026.



Rogers City Hall and Police Department

Terra Project #26.893

Bid Package #2 - Bid Date 7/21/2026

Submission Date 7/24/2026

GMP Amendment #2 - Exhibit A-2					
DESCRIPTION	Material	Labor	BASE BID TOTAL	NOTES	
	03A Concrete	\$ 915,000	\$ 1,333,000	\$ 2,248,000	
	03C Concrete Finishing	\$ 3,900	\$ 17,340	\$ 21,240	
Bid Package #01	03D Precast Concrete	\$ 423,860	\$ 1,056,589	\$ 1,480,449	
Bid Package #02	03D Precast Concrete	\$ 47,009		\$ 47,009	
	04A Masonry	\$ 581,600	\$ 1,399,100	\$ 1,980,700	
	05C Steel	\$ 1,860,000	\$ 964,000	\$ 2,824,000	
	06A Carpentry	\$ 542,400	\$ 444,000	\$ 986,400	
	06E Casework	\$ 471,472	\$ 100,867	\$ 572,339	
	07F Waterproofing & Air Barrier	\$ 73,705	\$ 62,460	\$ 136,165	
	07M Roofing & Metal Panel	\$ 2,125,682	\$ 969,688	\$ 3,095,370	
	07N Joint Sealant	\$ 37,925	\$ 83,875	\$ 121,800	
	08A Doors	\$ 499,411	\$ -	\$ 499,411	
	08C Glass	\$ 1,181,046	\$ 333,138	\$ 1,514,184	
	08G Overhead Doors	\$ 60,414	\$ 12,168	\$ 72,582	
	08H Security Doors	\$ 48,100	\$ 7,600	\$ 55,700	
	09A Gypsum Board	\$ 580,045	\$ 1,217,376	\$ 1,797,421	
	09B Tile	\$ 180,000	\$ 120,000	\$ 300,000	
	09C ACT	\$ 384,700	\$ 213,300	\$ 598,000	
	09C ACT Allowances			\$ 150,000	WD-1A
	09E Flooring	\$ 170,000	\$ 55,000	\$ 225,000	
	09G Terrazzo	\$ 52,100	\$ 79,600	\$ 131,700	
	09H Fluid Applied Flooring	\$ 8,600	\$ 13,175	\$ 21,775	
	09J Painting	\$ 128,870	\$ 194,980	\$ 323,850	
	10B Signage	\$ 40,550	\$ 17,560	\$ 58,110	
	11C Food Service	\$ 33,000	\$ 5,000	\$ 38,000	
	12A Window Treatments	\$ 53,460	\$ 18,790	\$ 72,250	
	14A Elevators	\$ 51,774	\$ 68,026	\$ 119,800	
	14A Elevator Allowances			\$ 20,000	Elevator Shaft Modifications for TK Elevator
	21A Fire Suppression	\$ 156,249	\$ 188,876	\$ 345,125	
	22B Plumbing HVAC	\$ 2,830,061	\$ 2,341,027	\$ 5,171,088	
	22B Temperature Controls Allowance			\$ 40,000	Additional Cost to use owner's preferred vendor
	26A Electrical	\$ 3,438,752	\$ 1,821,715	\$ 5,260,467	
	26A Alt#2 Lightning Protection - Accepted			\$ 75,000	
Bid Package #01	31B Demo, Earth, Utilities	\$ 346,610	\$ 1,189,949	\$ 1,536,559	
Bid Package #02	31B Demo, Earth, Utilities	\$ 10,926	\$ 42,847	\$ 53,773	
	31B Soil Contamination & Unsuitable Allowance			\$ 500,000	
	31B Vapor Mitigation Allowance			\$ 150,000	
	31B Utility Revision Allowance			\$ 20,363	
	32A Bituminous	\$ 105,600	\$ 85,800	\$ 191,400	
	32B Site Concrete	\$ 111,800	\$ 286,150	\$ 397,950	
	32E Fencing	\$ 216,310	\$ 37,500	\$ 253,810	
	32F Landscaping	\$ 130,290	\$ 147,480	\$ 277,770	
	Construction Manager General Conditions		\$ 1,976,419	\$ 1,976,419	
	SUBTOTAL	\$ 17,901,221	\$ 16,904,395	\$ 35,760,979	
	PERMIT			\$ -	To be paid direct by owner
	GL INSURANCE	\$	339,729	\$ 339,729	
	BR INSURANCE	\$	64,370	\$ 64,370	
	BONDS	\$	455,438	\$ 455,438	
	PROJECT FEE	\$	549,308	\$ 549,308	
	CMS CONTINGENCY	\$	1,788,049	\$ 1,788,049	
	DESIGN CONTINGENCY			\$ -	
	GMP TOTAL	\$ 17,901,221	\$ 20,101,289	\$ 38,957,873	

ALTERNATES					
Alt #01	Heating System - PD Garage			\$ (55,950)	NOT ACCEPTED
	Revision to GMP TOTAL			\$ (60,952)	
Alt #02	Lightning Protection			\$ 75,000	ACCEPTED - INCLUDED ABOVE
	Revision to GMP TOTAL			\$ 81,705	



AIA® Document A133® – 2019 Exhibit B

Insurance and Bonds - Updated in Amendment #2

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the 13th day of January in the year 2026
(In words, indicate day, month and year.)

for the following **PROJECT**:
(Name and location or address)

City Hall and Police Department Civic Campus
21701 Industrial Blvd
Rogers, MN 55374

THE OWNER:
(Name, legal status, and address)

City of Rogers
22350 S. Diamond Lake Rd.
Rogers, MN 55374

THE CONSTRUCTION MANAGER:
(Name, legal status, and address)

Terra General Contractors, LLC dba Terra Construction
21025 Commerce Blvd, Suite 1000
Rogers, MN 55374

TABLE OF ARTICLES

- B.1 GENERAL
- B.2 OWNER'S INSURANCE
- B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS
- B.4 SPECIAL TERMS AND CONDITIONS

ARTICLE B.1 GENERAL

The Owner and Construction Manager shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE B.2 OWNER'S INSURANCE

§ B.2.1 General

Prior to commencement of the Work, the Owner shall secure the insurance, and provide evidence of the coverage, required under this Article B.2 and, upon the Construction Manager's request, provide a copy of the property insurance policy or policies required by Section B.2.3. The copy of the policy or policies provided shall contain all applicable conditions, definitions, exclusions, and endorsements.

§ B.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual

ADDITIONS AND DELETIONS:

The author of this document may have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

This document is intended to be used in conjunction with AIA Document A201™–2017, General Conditions of the Contract for Construction. Article 11 of A201™–2017 contains additional insurance provisions.

general liability insurance.

§ B.2.3 Required Property Insurance

§ B.2.3.1 Pursuant to Section B.3.3.2.1, the Construction Manager shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

§ B.2.3.1.1 Causes of Loss. The insurance required by this Section B.2.3.1 shall provide coverage for direct physical loss or damage, and shall not exclude the risks of fire, explosion, theft, vandalism, malicious mischief, collapse, earthquake, flood, or windstorm. The insurance shall also provide coverage for ensuing loss or resulting damage from error, omission, or deficiency in construction methods, design, specifications, workmanship, or materials. Sub-limits, if any, are as follows:

(Indicate below the cause of loss and any applicable sub-limit.)

Cause of Loss	Sub-Limit
---------------	-----------

§ B.2.3.1.2 Specific Required Coverages. The insurance required by this Section B.2.3.1 shall provide coverage for loss or damage to falsework and other temporary structures, and to building systems from testing and startup. The insurance shall also cover debris removal, including demolition occasioned by enforcement of any applicable legal requirements, and reasonable compensation for the Architect's and Construction Manager's services and expenses required as a result of such insured loss, including claim preparation expenses. Sub-limits, if any, are as follows:

(Indicate below type of coverage and any applicable sub-limit for specific required coverages.)

Coverage	Sub-Limit
----------	-----------

§ B.2.3.1.3 Unless the parties agree otherwise, upon Substantial Completion, the Owner shall continue the insurance required by Section B.2.3.1 or, if necessary, replace the insurance policy required under Section B.2.3.1 with property insurance written for the total value of the Project that shall remain in effect until expiration of the period for correction of the Work set forth in Section 12.2.2 of the General Conditions.

§ B.2.3.1.4 Deductibles and Self-Insured Retentions. If the insurance required by this Section B.2.3 is subject to deductibles or self-insured retentions, the Owner shall be responsible for all loss not covered because of such deductibles or retentions.

§ B.2.3.2 Occupancy or Use Prior to Substantial Completion. The Owner's occupancy or use of any completed or partially completed portion of the Work prior to Substantial Completion shall not commence until the insurance company or companies providing the insurance under Section B.2.3.1 have consented in writing to the continuance of coverage. The Owner and the Construction Manager shall take no action with respect to partial occupancy or use that would cause cancellation, lapse, or reduction of insurance, unless they agree otherwise in writing.

§ B.2.3.3 Insurance for Existing Structures

If the Work involves remodeling an existing structure or constructing an addition to an existing structure, the Owner shall purchase and maintain, until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, "all-risks" property insurance, on a replacement cost basis, protecting the existing structure against direct physical loss or damage from the causes of loss identified in Section B.2.3.1, notwithstanding the undertaking of the Work. The Owner shall be responsible for all co-insurance penalties.

§ B.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the

description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other conditions in the fill point below the selected item.)

- ☐ **§ B.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.
- ☐ **§ B.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.
- ☐ **§ B.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.
- ☐ **§ B.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.
- ☐ **§ B.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.
- ☐ **§ B.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.
- ☐ **§ B.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ B.2.5 Other Optional Insurance.

The Owner shall purchase and maintain the insurance selected below.

(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

- ☐ **§ B.2.5.1 Cyber Security Insurance** for loss to the Owner due to data security and privacy breach, including costs of investigating a potential or actual breach of confidential or private information.
(Indicate applicable limits of coverage or other conditions in the fill point below.)

[] § B.2.5.2 Other Insurance

(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage

Limits

ARTICLE B.3 CONSTRUCTION MANAGER'S INSURANCE AND BONDS

§ B.3.1 General

§ B.3.1.1 **Certificates of Insurance.** The Construction Manager shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article B.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section B.3.2.1 and Section B.3.3.1. The certificates will show the Owner as an additional insured on the Construction Manager's Commercial General Liability and excess or umbrella liability policy or policies.

§ B.3.1.2 **Deductibles and Self-Insured Retentions.** The Construction Manager shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Construction Manager.

§ B.3.1.3 **Additional Insured Obligations.** To the fullest extent permitted by law, the Construction Manager shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Construction Manager's negligent acts or omissions during the Construction Manager's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Construction Manager's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ B.3.2 Construction Manager's Required Insurance Coverage

§ B.3.2.1 The Construction Manager shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below: *(If the Construction Manager is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)*

§ B.3.2.2 Commercial General Liability

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than One Million Dollars and No Cents (\$ 1,000,000.00) each occurrence, Two Million Dollars and No Cents (\$ 2,000,000.00) general aggregate, and Two Million Dollars and No Cents (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

- .1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
- .2 personal injury and advertising injury;
- .3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
- .4 bodily injury or property damage arising out of completed operations; and
- .5 the Construction Manager's indemnity obligations under Section 3.18 of the General Conditions.

§ B.3.2.2.2 The Construction Manager's Commercial General Liability policy under this Section B.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

- .1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- .2 Claims for property damage to the Construction Manager's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed

- by a Subcontractor.
- .3 Claims for bodily injury other than to employees of the insured.
- .4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- .5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- .6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- .7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- .8 Claims related to roofing, if the Work involves roofing.
- .9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- .10 Claims related to earth subsidence or movement, where the Work involves such hazards.
- .11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than One Million Dollars and No Cents (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ B.3.2.4 The Construction Manager may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section B.3.2.2 and B.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ B.3.2.5 Workers' Compensation at statutory limits.

§ B.3.2.6 Employers' Liability with policy limits not less than One Million Dollars and No Cents (\$ 1,000,000.00) each accident, One Million Dollars and No Cents (\$ 1,000,000.00) each employee, and One Million Dollars and No Cents (\$ 1,000,000.00) policy limit.

§ B.3.2.7 Jones Act, and the Longshore & Harbor Workers' Compensation Act, as required, if the Work involves hazards arising from work on or near navigable waterways, including vessels and docks

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than Two Million Dollars and No Cents (\$ 2,000,000.00) per claim and Two Million Dollars and No Cents (\$ 2,000,000.00) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than Two Million Dollars and No Cents (\$ 2,000,000.00) per claim and Two Million Dollars and No Cents (\$ 2,000,000.00) in the aggregate.

§ B.3.2.10 Coverage under Sections B.3.2.8 and B.3.2.9 may be procured through a Combined Professional Liability and Pollution Liability insurance policy, with combined policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.2.11 Insurance for maritime liability risks associated with the operation of a vessel, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.2.12 Insurance for the use or operation of manned or unmanned aircraft, if the Work requires such activities, with policy limits of not less than (\$) per claim and (\$) in the aggregate.

§ B.3.3 Construction Manager's Other Insurance Coverage

§ B.3.3.1 Insurance selected and described in this Section B.3.3 shall be purchased from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Construction Manager shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:

(If the Construction Manager is required to maintain any of the types of insurance selected below for a duration other than the expiration of the period for correction of Work, state the duration.)

§ B.3.3.2 The Construction Manager shall purchase and maintain the following types and limits of insurance in accordance with Section B.3.3.1.

(Select the types of insurance the Construction Manager is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

- ☐ **§ B.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section B.2.3, which, if selected in this Section B.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section B.2.3.1.3 and Section B.2.3.3. The Construction Manager shall comply with all obligations of the Owner under Section B.2.3 except to the extent provided below. The Construction Manager shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Construction Manager shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Construction Manager's obligation to provide property insurance differs from the Owner's obligations as described under Section B.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)
- ☐ **§ B.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for Work within fifty (50) feet of railroad property.
- ☐ **§ B.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than (\$) per claim and (\$) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.
- ☐ **§ B.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.
- ☐ **§ B.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Construction Manager and used on the Project, including scaffolding and other equipment.
- ☐ **§ B.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Construction Manager and any applicable limits.)

Coverage

Limits

§ B.3.4 Performance Bond and Payment Bond

The Construction Manager shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:

(Specify type and penal sum of bonds.)

Pursuant to Article 14.6 of the Standard Form of Agreement Between the Owner and Construction Manager, the following list identifies the bond amounts only for which the Construction Manager and the Subcontractors are bonded, with the Owner named as a co-beneficiary under each bond. The bonding provided is limited solely to the amounts listed below and is subject to adjustment based on changes to the applicable scope of work. No bonding is provided in excess of the amounts listed except as may be required to reflect approved scope changes.

Bid Category	Performance & Payment Bond Amount	Contractor
03A Concrete	\$2,248,000	Thomsen Concrete
03C Concrete Finishing	\$21,240	Mavo
03D Precast Concrete	\$1,527,458	Molin Concrete Company
04A Masonry	\$1,980,700	Gresser Companies
05C Steel	\$2,824,000	Red Cedar Steel
06A Carpentry	\$986,400	Kellington Construction
06E Casework	\$572,339	Distinctive Cabinet Design
07F Waterproofing & Air Barrier	\$136,165	Kremer & Davis Inc.
07M Roofing & Metal Panel	\$3,095,370	Berwald Roofing Company, Inc.
07N Joint Sealant	\$121,800	Carciofini Company
08A Doors	\$499,411	Bredemus Hardware, Inc.
08C Glass	\$1,514,184	United Glass Inc
08G Overhead Doors	\$72,582	API Garage Door Store
08H Security Doors	\$55,700	JTA Builders LLC DBA WDSI
09A Gypsum Board	\$1,797,421	RTL Construction, Inc.
09B Tile	\$300,000	Superset Tile
09C ACT	\$598,000	Twin City Acoustics, Inc.
09E Flooring	\$225,000	Superset Flooring & Tile
09G Terrazzo	\$131,700	Advance Terrazzo & Tile Co, Inc.
09H Fluid Applied Flooring	\$21,775	QC Companies
09J Painting	\$323,850	Degolier Quality Painting Inc.
10B Signage	\$58,110	Indigo Signs
11C Food Service	\$38,000	AC Carlson
12A Window Treatments	\$72,250	CE , LLC
14A Elevators	\$119,800	TK Elevator Corporation
21A Fire Suppression	\$345,125	Nova Fire Protection
22B Plumbing & HVAC	\$5,171,088	Legacy Companies Inc.
26A Electrical	\$5,335,467	Fobbe Electric
31B Earthwork	\$1,590,332	Veit & Company Inc.
32A Bituminous	\$191,400	GMH Asphalt Corporation
32B Site Concrete	\$397,950	North Country Concrete Inc.
32E Fencing	\$253,810	Action Fence
32F Landscaping	\$277,770	Autumn Ridge Landscaping Inc.
Construction Manager	\$6,053,676	Terra Construction
TOTAL	\$38,957,873	

ARTICLE B.4 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Insurance and Bonds Exhibit, if any, are as follows:

Additions and Deletions Report for AIA® Document A133® – 2019 Exhibit B

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 15:53:14 CDT on 07/24/2026.

Changes to original AIA text

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the - 13th day of January in the year 2026

City Hall and Police Department Civic Campus
21701 Industrial Blvd

Rogers, MN 55374

PAGE 2

~~§ B.2.3.1 Unless this obligation is placed on the Construction Manager pursuant~~Pursuant to Section B.3.3.2.1, the ~~Owner~~Construction Manager shall purchase and maintain, from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form and sufficient to cover the total value of the entire Project on a replacement cost basis. The ~~Owner's~~ property insurance coverage shall be no less than the amount of the initial Contract Sum, plus the value of subsequent Modifications and labor performed and materials or equipment supplied by others. The property insurance shall be maintained until Substantial Completion and thereafter as provided in Section B.2.3.1.3, unless otherwise provided in the Contract Documents or otherwise agreed in writing by the parties to this Agreement. This insurance shall include the interests of the Owner, Construction Manager, Subcontractors, and Sub-subcontractors in the Project as insureds. This insurance shall include the interests of mortgagees as loss payees.

PAGE 4

~~§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than~~ ~~(\$One Million Dollars and No Cents (\$ 1,000,000.00) each occurrence, (\$Two Million Dollars and No Cents (\$ 2,000,000.00) general aggregate, and (\$Two Million Dollars and No Cents (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including~~

PAGE 5

~~§ B.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Construction Manager, with policy limits of not less than~~ ~~(\$One Million Dollars and No Cents (\$ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.~~

~~§ B.3.2.6 Employers' Liability with policy limits not less than~~ ~~(\$One Million Dollars and No Cents (\$ 1,000,000.00)~~

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User Notes:

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each accident, ~~(\$One Million Dollars and No Cents~~ (\$ 1,000,000.00) each employee, and ~~(\$One Million Dollars and No Cents~~ (\$ 1,000,000.00) policy limit.

§ B.3.2.8 If the Construction Manager is required to furnish professional services as part of the Work, the Construction Manager shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ~~(\$Two Million Dollars and No Cents~~ (\$ 2,000,000.00) per claim and ~~(\$Two Million Dollars and No Cents~~ (\$ 2,000,000.00) in the aggregate.

§ B.3.2.9 If the Work involves the transport, dissemination, use, or release of pollutants, the Construction Manager shall procure Pollution Liability insurance, with policy limits of not less than ~~(\$Two Million Dollars and No Cents~~ (\$ 2,000,000.00) per claim and ~~(\$Two Million Dollars and No Cents~~ (\$ 2,000,000.00) in the aggregate.

PAGE 7

Pursuant to Article 14.6 of the Standard Form of Agreement Between the Owner and Construction Manager, the following list identifies the bond amounts only for which the Construction Manager and the Subcontractors are bonded, with the Owner named as a co-beneficiary under each bond. The bonding provided is limited solely to the amounts listed below and is subject to adjustment based on changes to the applicable scope of work. No bonding is provided in excess of the amounts listed except as may be required to reflect approved scope changes.

PAGE 8

<u>Type Bid Category</u>	<u>Penal Sum- (\$0.00)Performance & Payment Bond Amount</u>	<u>Contractor</u>
<u>Payment Bond 03A Concrete</u>	<u>\$2,248,000</u>	<u>Thomsen Concrete</u>
<u>Performance Bond 03C Concrete Finishing</u>	<u>\$21,240</u>	<u>Mavo</u>
<u>03D Precast Concrete</u>	<u>\$1,527,458</u>	<u>Molin Concrete Company</u>
<u>04A Masonry</u>	<u>\$1,980,700</u>	<u>Gresser Companies</u>
<u>05C Steel</u>	<u>\$2,824,000</u>	<u>Red Cedar Steel</u>
<u>06A Carpentry</u>	<u>\$986,400</u>	<u>Kellington Construction</u>
<u>06E Casework</u>	<u>\$572,339</u>	<u>Distinctive Cabinet Design</u>
<u>07F Waterproofing & Air Barrier</u>	<u>\$136,165</u>	<u>Kremer & Davis Inc.</u>
<u>07M Roofing & Metal Panel</u>	<u>\$3,095,370</u>	<u>Berwald Roofing Company, Inc.</u>
<u>07N Joint Sealant</u>	<u>\$121,800</u>	<u>Carciofini Company</u>
<u>08A Doors</u>	<u>\$499,411</u>	<u>Bredemus Hardware, Inc.</u>
<u>08C Glass</u>	<u>\$1,514,184</u>	<u>United Glass Inc</u>
<u>08G Overhead Doors</u>	<u>\$72,582</u>	<u>API Garage Door Store</u>
<u>08H Security Doors</u>	<u>\$55,700</u>	<u>JTA Builders LLC DBA WDSI</u>
<u>09A Gypsum Board</u>	<u>\$1,797,421</u>	<u>RTL Construction, Inc.</u>
<u>09B Tile</u>	<u>\$300,000</u>	<u>Superset Tile</u>
<u>09C ACT</u>	<u>\$598,000</u>	<u>Twin City Acoustics, Inc.</u>
<u>09E Flooring</u>	<u>\$225,000</u>	<u>Superset Flooring & Tile</u>
<u>09G Terrazzo</u>	<u>\$131,700</u>	<u>Advance Terrazzo & Tile Co, Inc.</u>
<u>09H Fluid Applied Flooring</u>	<u>\$21,775</u>	<u>QC Companies</u>

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32E Fencing	\$253,810	Action Fence
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Construction Manager	\$6,053,676	Terra Construction
TOTAL	\$38,957,873	

Variable Information

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Construction Manager, dated the - 13th day of January in the year 2026

City Hall and Police Department Civic Campus
City of Rogers
22350 S. Diamond Lake Rd.

Rogers, MN 55374

Terra General Contractors, LLC dba Terra Construction

21025 Commerce Blvd, Suite 1000

Rogers, MN 55374

PAGE 4

§ B.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than -(One Million Dollars and No Cents (\$ 1,000,000.00) each occurrence, -(Two Million Dollars and No Cents (\$ 2,000,000.00) general aggregate, and -(Two Million Dollars and No Cents (\$ 2,000,000.00) aggregate for products-completed operations hazard, providing coverage for claims including

PAGE 5

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§ B.3.2.6 Employers' Liability with policy limits not less than ~~(\$ One Million Dollars and No Cents (\$ 1,000,000.00)~~ each accident, ~~(\$ One Million Dollars and No Cents (\$ 1,000,000.00)~~ each employee, and ~~(\$ One Million Dollars and No Cents (\$ 1,000,000.00)~~ policy limit.

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STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: July 28, 2026

Agenda Item: 7.2

Subject: Items Related to Park Maintenance II - MEO Position

- Approve Filling of Programmed 2027 Park Maintenance II - MEO Position in 2026
- Approve Hiring of Eric Kolles to the Position of Park Maintenance II - MEO

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

Recommended Council Action

- Motion to Approve Filling of Programmed 2027 Park Maintenance II - MEO Position in 2026
- Motion to Approve Hiring of Eric Kolles to the Position of Park Maintenance II - MEO

Overview / Background / Analysis

The Park Maintenance Medium Equipment Operator position was posted from April 29, 2026 to May 15, 2026, and the city received 17 applications. Four candidates were scheduled for interviews, but one applicant withdrew after accepting another position. The remaining three candidates were interviewed on June 4, 2026, by a panel consisting of Public Works and Recreation staff. At the conclusion of the interviews, it was a unanimous decision that the internal candidate, Spencer Majerus, was the best candidate for the position and the City Council approved hiring Spencer on June 9, 2026. The second best candidate interviewed through this process was Eric Kolles.

Eric possesses a Class A CDL, Forklift Certificate, has done landscaping, irrigation, farm work, drives a tractor, operates a skid-steer, operates commercial Zero-Turn lawn mowers, weed-whips, backpack blowers, and can operate a truck with a front-end plow for snow removal. Eric also prepares baseball and softball fields as a member of the St. Michael Youth Baseball Board and Fundraising Coordinator and managed the St. Michael-Albertville Men's Softball League. If the City Council approves this request, Mr. Kolles will be given a conditional offer of employment subject to a favorable background check and a negative drug test.

This position is a key component of the Public Works Department's staffing requests for the 2027 budget, and is being asked to be accelerated into 2026 due to facility additions and operational needs. Approving this hire at this time will have negligible impact on the 2026 budget since Spencer Majerus was hired mid-year (and not in January) and at

a lower pay grade than the incumbent which also generates budget savings.

Staff Recommendation

- Motion to Approve Filling of Programmed 2027 Park Maintenance II - MEO Position in 2026
- Motion to Approve Hiring of Eric Kolles to the Position of Park Maintenance II - MEO

Financial Impact: \$117,955

Source Fund: 100-450-5200

Budgeted? No

Supporting Documentation

None