



AGENDA

Rogers City Council

September 22, 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

- 3.1 Elk River School District Referendum Presentation and Discussion –
Superintendent Andy Almos and Community Engagement Director Cory Franson

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 September 8, 2026 City Council Meeting Minutes

- 5.2 Approval of Bills and Claims

- 5.3 Approval of Application for Gambling Exempt Permit for Rogers High School Girls Swim & Dive Booster Club

- 5.4 Approval of Amended Special Event Date for The Block - Rogers to October 9, 2026 Including a Temporary Extension of Premises for Liquor Service

- 5.5 Conditional Approval of a Special Event Permit Application for Broadway Pizza

Rogers for September 26, 2026 Including a Temporary Extension of Premises for Liquor Service

- 5.6 Approval of Resolution 2026-81; Appointing Election Judges and Absentee Ballot Board for the November 3, 2026 General Election
- 5.7 Approval of Property Auction Agreement between Rogers Police Department and Liberty Arms Destruction dba Midwest Vantage Point
- 5.8 Setting a Workshop of the City Council for October 13, 2026, at 5:00 p.m. at the Rogers Community Room, 21201 Memorial Drive, Rogers, MN
- 5.9 Approval of Resolution 2026-87 Revoking the Conditional Use Permit (CUP) Allowing for the Property at 20775 Territorial Road to Operate as a Cylinder Head Repair Shop.
- 5.10 Approve Job Description: Paid-on-Call Firefighter/Chaplain
- 5.11 Approve Change Order Nos. 5, 6, and 7 for Fletcher Bypass, City Project No. 1409
- 5.12 Approve Position Description and Authorize Advertising for Civil/Water Resources Engineer
- 5.13 Approve Payment No. 2 and Final for Arthur Street Utility Improvements, City Project No. 1714
- 5.14 Approve Cooperative Construction Agreement No. 1062688 with MnDOT for Trunk Highway 101 Pavement Rehabilitation, State Project No. 8608-33, City Project No. 2611
- 5.15 Approval of Water Heater Replacement in Rink 1 of the TruStone Center

6. PUBLIC HEARINGS

7. GENERAL BUSINESS

- 7.1 Swearing-In of Paid-on-Call Firefighters and Paid-on-call Firefighter/Chaplain
- 7.2 Approval of Rogers High School TruStone Center Rental Contract

8. OTHER BUSINESS

9. CORRESPONDENCE AND REPORTS

- 9.1 Update on John Deere Lane to Industrial Boulevard Roadway Connection

10. ADJOURN



STAFF REPORT

Meeting Date: September 22, 2026

ROGERS CITY COUNCIL

Agenda Item: 5.1

Subject: Approval of September 8, 2026 City Council Meeting Minutes

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to approve the September 8, 2026 City Council meeting minutes.

Overview / Background / Analysis

Staff Recommendation

Motion to approve the September 8, 2026 City Council meeting minutes.

Financial Impact:

Source Fund:

Budgeted?

Supporting Documentation

A. 09082026min

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, September 8, 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, Joel Brockman
Council excused: Amy Enga

Staff present: Steve Stahmer, Administrator; Stacy Scharber, Assistant City Administrator/HR Director; Bridget Bruska, Finance Director; Matt Rathlisberger, Dan Wills, Chief of Police; Patrick Farrens, Fire Chief; Doran Cote, Public Works Director/City Engineer; Brett Angell, Community Development Director; Jason Greninger, IS Director; and Stacie Brown, City Clerk.

2. OPEN FORUM

Donna Rapacz, 11545 Trail Haven Road; came forward to express concerns over grading requirements for her home. She explained ongoing challenges in complying with engineering requirements, including permit issues, contractor reluctance, and financial burdens resulting from the process.

Public Works Director/City Engineer Cote verified that he is familiar with the situation and confirmed that he had provided the City Administrator with a detailed response to an email from the resident regarding the matter.

Mayor Klick thanked Ms. Rapacz for coming forward and confirmed that staff have her contact information for following up.

3. PRESENTATIONS

None.

4. APPROVE AGENDA

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

5. CONSENT AGENDA

- 5.1** Approval of August 25, 2026 Conditional Use Permit Hearing Minutes, August 25, 2026 Work Session Minutes, and August 25, 2026 City Council Meeting Minutes
- 5.2** Approval of Bills and Claims
- 5.3** Approval of Application for Gambling Exempt Permit for Rogers High School Graduation Night Supporters for October 28, 2026, at Veit & Company, located at 14000 Veit Place in Rogers

- 5.4** Call for a Public Hearing to Adopt the Proposed Assessment for Delinquent Sewer, Water, Recycling, and/or Storm Sewer Service Charges on October 13, 2026 at 7:00 p.m.
- 5.5** Approval of Resolutions Canceling Debt Levy Requirements for Pay 2027
- Resolution No. 2026-83, A Resolution Canceling Debt Levy Requirements for General Obligation Improvement Bonds of 2014A (Public Safety Building Bonds)
 - Resolution No. 2026-84, A Resolution Canceling Debt Levy Requirements for General Obligation Street Reconstruction Bonds, Series 2021A
 - Resolution No. 2026-85, A Resolution Canceling Debt Levy Requirements for General Obligation Tax Abatement Bonds, Series 2026A (RAC Expansion)
- 5.6** Setting 2027 Final Budget & Levy Certification Meeting Open for Public Comment on December 8, 2026
- 5.7** Approval of Special Event Application for Mary Queen of Peace Catholic Church for September 27, 2026
- 5.8** Approval of Resolution No. 2026-82 Accepting Utility and Street Improvements for Continual Maintenance and Authorizing Letter of Credit Release for Skye Meadows 4th Addition

Councilor Brockman requested to pull Item 5.4 for clarification.

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

Item 5.4 Calling for a Public Hearing to Adopt the Proposed Assessment for Delinquent Sewer, Water, Recycling and/or Storm Sewer Service Charges on October 13, 2026 at 7:00 p.m.

Councilor Brockman inquired about the delinquent amounts to be certified to property taxes. Finance Director Bruska explained the steps taken in the certification process, including:

- A review of past due balances over a certain dollar amount as of August 31 each year.
- Property owners subject to certification will receive a letter notifying them of the delinquent amount due.
- A Public Hearing will be held on October 13, 2026 at which residents can speak, with an appeal process available.
- The property owners will have a chance to pay the delinquent balances by November 13, 2026 to avoid certification.

Bruska noted that full amounts are not available yet. However, the number of delinquent accounts and value has increased.

Councilor Brockman moved, Councilor Jullie seconded a motion to approve Item 5.4; Calling for a Public Hearing to Adopt the Proposed Assessment for Delinquent Sewer, Water, Recycling and/or Storm Sewer Service Charges on October 13, 2026 at 7:00 p.m.

Motion carried 4-0.

6. PUBLIC HEARINGS

None.

7. GENERAL BUSINESS

7.1 Adoption and Certification of 2027 Proposed Preliminary Levy

- Resolution 2026-86, A Resolution Establishing the Proposed Preliminary Tax Levy Payable for 2027

Finance Director Bruska presented the proposed 2027 Preliminary Levy, which is an estimate of the amount of money a city plans to collect from property taxes for the upcoming year. The amount that is set tonight will be used to send out truth-in-taxation notices to property owners, letting them know what their estimated taxes will be for the following year. The final levy amount cannot increase; it can only stay the same or decrease.

Bruska reviewed the 2027 Preliminary Levy process to date:

- June 2026: all departments were required to submit a line-item budget.
- July 2026: an internal review of the budgets was conducted, and a Council budget workshop was held.
- August 2026: two budget workshops were held. During the first, a significant amount of time was spent on the line item details (incorporating requests and changes).

Bruska noted that tonight's approval is for the preliminary levy to be certified to Hennepin County by the deadline of September 30th. Between now and December, there will be more discussions on what the final levy will look like. The total preliminary levy is \$20,088,007, which represents a 19.28% increase. With a 4.71% increase in tax capacity, the estimated tax rate based on the proposed preliminary levy would be 44.999%. A median-valued home of \$466,800 would see an estimated increase of \$276.00 per year.

Bruska acknowledged this is a significant increase, and cities across the state are experiencing similar situations. The increase is due to a balance of:

- Growth-driven staffing/operational increases, union contracts, and personnel costs programmed across all departments
- Inflationary and rate increases, contracts, utility, insurance and technology increases
- Updated revenue projections
- Intentional one-time use of fund balance during the 2026 budget process
- Personnel requests, including new requests for 2027 and requests from 2026 that were budgeted to start mid-year
- Capital reserve savings for IT, parks and facilities

Bruska stated that between now and December, Capital Improvement and Equipment Plans, Enterprise Budgets and the Fee Schedule will be reviewed ahead of the final levy discussion.

Three members of the audience addressed the City Council regarding the proposed levy increase. The Council Members clarified there is still work to be done between now and the final levy, as they are not excited about the amount either. Mayor Klick noted that certain things have been delayed which now need to be done, and Councilor Eiden added that years of 2% increases are now catching up at a bad time after the COVID-19 period.

Klick clarified that the Preliminary Levy amount is being set tonight to meet the deadline for truth-in-taxation statements, and public feedback is anticipated after the statements are received. However, there is still an opportunity to reduce the amount before the final levy is set in December and the Council will keep trying.

An audience member asked about the budget documents and the things which had been delayed. Councilor Eiden shared that one of the delayed projects is the City Hall. The City Hall has been housed within the Public Works building for 21 years, with construction having been delayed for approximately 15 years. Bruska confirmed that the 2026 budget document is posted on the City's website, including the Capital Equipment Plan, Capital Improvement Plan, and Financial Management Plan. She noted this is a "point-in-time" document, so as items are postponed, it is continuously updated while funding is considered.

Bruska added that because the 2027 plan hasn't been formally adopted and is still under consideration, it is not posted on the City website yet. The best way to get the current information throughout the process is to attend the budget workshops. However, she can be contacted for any specific information. The minutes of the workshops are also posted on the City website, outlining the discussions that took place.

Councilor Eiden moved, Councilor Jullie seconded a motion to approve Resolution 2026-86; A Resolution Establishing the Proposed Preliminary Tax Levy Payable for 2027. Motion carried 4-0.

8. OTHER BUSINESS

None.

9. CORRESPONDENCE AND REPORTS

None.

10. ADJOURN

Mayor Klick adjourned the meeting at 7:23 p.m.

Respectfully submitted,

Stacie Brown
City Clerk



STAFF REPORT

Meeting Date: September 22, 2026

ROGERS CITY COUNCIL

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. 09-04-2026 Checks #98380 - 98423 & ACH Payments
- C. 09-11-2026 Checks #98424 - 98451 & ACH Payments
- D. August Purchasing Card Allocations

CITY OF ROGERS
09.22.2026 CITY COUNCIL MEETING
OPERATING ACCOUNTS - ADDITIONAL CLAIMS PAID/TO BE PAID

City Payroll Checks, Taxes & Misc Fees Paid

9/3/2026 ADP Child Support/Garnishment	124.62
9/3/2026 ADP Direct Deposits	295,098.16
9/11/2026 ADP Fees	1,248.50
9/11/2026 ADP Fees	3,228.04
9/11/2026 ADP Fees	1,260.00
9/3/2026 ADP Payroll Taxes	119,600.14
9/3/2026 Associated Bank FSA/DCAP	3,000.00
9/11/2026 Associated Bank FSA/DCAP	202.00
9/15/2026 Associated Bank FSA/DCAP	937.50
9/10/2026 Associated Bank FSA & DCAP Participant Fees	60.00
9/8/2026 Associated Bank Cobra Fees	62.30
9/8/2026 ICMA Deferred Compensation	3,125.00
9/4/2026 Associated Bank Health Plan Fund	7,320.99
9/8/2026 PERA	83,849.32
9/8/2026 State of MN HCSP	4,691.72
9/8/2026 State of MN - Deferred Comp	15,601.00
Payroll & Misc Fee Expenditures	<u>539,409.29</u>

City Checks & ACH Paid

9/4/2026 City Checks & ACH Paid (98380-98423)	950,847.43
9/11/2026 City Checks & ACH Paid (98424-98451)	426,649.17
City Misc ACH/Wires Paid	<u>1,377,496.60</u>

9/2/2026 Finnly Sports Payments Credit Card Fees RAC	5,398.95
9/3/2026 Payment Services Network Processing Fees	325.90
8/19/2026 US Bank Credit Cards - August	56,294.09
9/11/2026 Wells Fargo Client Analysis Fees	2,122.60
9/14/2026 MNDOR - Water Sales Tax	6,629.00
City ACH/Wire Expenditures	<u>70,770.54</u>

Liquor Misc AC City Total To Be Approved

1,987,676.43

9/3/2026 Credit Card Processing Fees - RWAS	6,783.52
9/3/2026 Credit Card Processing Fees - RWAS	509.80
9/3/2026 Credit Card Interchange Fees- RWAS	141.47
9/15/2026 MNDOR - Liquor Sales Tax	42,649.00
Liquor ACH/Wire Expenditures	<u>50,083.79</u>

Liquor Total to Be Approved

50,083.79



STAFF REPORT

Meeting Date: September 22, 2026

ROGERS CITY COUNCIL

Agenda Item: 5.3

Subject: Approval of Application for Gambling Exempt Permit for Rogers High School Girls Swim & Dive Booster Club

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to approve a gambling permit application for Rogers High School Girls Swim & Dive Booster Club to conduct bingo and a raffle on November 8, 2026 at Broadway Bar & Pizza, located at 14040 Rogers Drive.

Overview / Background / Analysis

Rogers High School Girls Swim & Dive Booster Club has submitted an application for a gambling permit to conduct bingo and a raffle on November 8, 2026 at Broadway Bar & Pizza, located at 14040 Rogers Drive.

Staff Recommendation

Motion to approve a gambling permit application for Rogers High School Girls Swim & Dive Booster Club to conduct bingo and a raffle on November 8, 2026 at Broadway Bar & Pizza, located at 14040 Rogers Drive.

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

None



STAFF REPORT

Meeting Date: September 22, 2026

ROGERS CITY COUNCIL

Agenda Item: 5.4

Subject: Approval of Amended Special Event Date for The Block - Rogers to October 9, 2026 Including a Temporary Extension of Premises for Liquor Service

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion granting conditional approval to amend the date for a Special Event Permit for The Block - Rogers to October 9, 2026, including a temporary extension of premises for liquor service.

Overview / Background / Analysis

The Block - Rogers was recently granted a Special Event Permit for their Fall event to be held on September 18, 2026 at 21400 John Milless Drive in Rogers. The business has since contacted the City needing to change the event date to October 9, 2026.

The Block has requested an extension of the premises for the liquor ices for this event as part of Council's approval. As of the time of this report, final emergency management review is pending for the revised date and anticipated attendance. Council approval is conditioned upon the outcome.

Staff Recommendation

Motion granting conditional approval to amend the date for a Special Event Permit for The Block - Rogers to October 9, 2026, including a temporary extension of premises for liquor service.

Financial Impact:

Source Fund:

Budgeted?

Supporting Documentation

None



STAFF REPORT

Meeting Date: September 22, 2026

ROGERS CITY COUNCIL

Agenda Item: 5.5

Subject: Conditional Approval of a Special Event Permit Application for Broadway Pizza Rogers for September 26, 2026 Including a Temporary Extension of Premises for Liquor Service

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to grant conditional approval of a Special Event Permit Application for Broadway Pizza Rogers for September 26, 2026 including a temporary extension of premises for liquor service.

Overview / Background / Analysis

Broadway Pizza has submitted a Special Event Permit application with required fees for their customer appreciation event to be held on September 26, 2026 at 14040 Rogers Drive in Rogers. Broadway Pizza has requested an extension of the premises for their liquor license for this event as part of the Council's approval.

Special Event applications are due 60 days prior to the event date to allow time for full review and any modifications needed. This application was received on September 18, 2026 and approval is conditioned upon review and approval by the appropriate departments.

The applicant has been informed that with the lateness of the application, the City cannot guarantee permit issuance in time for the event date.

Staff Recommendation

Motion to grant conditional approval of a Special Event Permit Application for Broadway Pizza Rogers for September 26, 2026 including a temporary extension of premises for liquor service.

Financial Impact:

Source Fund:

Budgeted?

Supporting Documentation

None



STAFF REPORT

Meeting Date: September 22, 2026

ROGERS CITY COUNCIL

Agenda Item: 5.6

Subject: Approval of Resolution 2026-81; Appointing Election Judges and Absentee Ballot Board for the November 3, 2026 General Election

Prepared By: Stacie Brown, City Clerk

Recommended Council Action

Motion to approve Resolution 2026-81; Appointing Election Judges and Absentee Ballot Board for the November 3, 2026 General Election

Overview / Background / Analysis

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

The individuals listed on Resolution 2026-81 have applied to serve as Election Judges for the November 3, 2026 General Election, and have completed Election Judge training as required by Minnesota Statute 204B.25.

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

Staff Recommendation

Motion to approve Resolution 2026-81; Appointing Election Judges and Absentee Ballot Board for the November 3, 2026 General Election

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

- A. 2026-81 Appointing Election Judges and Ballot Board for the November 3, 2026 General Election



STAFF REPORT

Meeting Date: September 22, 2026

ROGERS CITY COUNCIL

Agenda Item: 5.7

Subject: Approval of Property Auction Agreement between Rogers Police Department and Liberty Arms Destruction dba Midwest Vantage Point

Prepared By: Dan Wills, Chief of Police

Recommended Council Action

Motion to Approve Property Auction Agreement between Rogers Police Department and Liberty Arms Destruction dba Midwest Vantage Point

Overview / Background / Analysis

Over the past several months, the Rogers Police Department has been in the process of conducting an evidence purge to ensure proper management, compliance, and long-term organization of stored evidence. Many of the current items we are retaining have no use, as their evidentiary value has served its purpose, and/or, the property cannot be returned to the owner for a myriad of reasons. By entering into this agreement with Liberty Arms Destruction, we will be able to efficiently and securely complete the disposal of appropriate evidence items in accordance with legal requirements and departmental policy, at no cost to the department or city.

The contractor in this agreement will accept items from us that are approved for disposal, seized items, municipal surplus, abandoned property, lost and found items, and other items we agree upon. Liberty Arms Destruction will pick up, test, research, store, and facilitate an online public auction for items the Rogers Police Department has determined appropriate for sale. The online auction will be managed entirely by Liberty Arms Destruction, and items sold by the contractor will result in the owner (us) receiving 55% of net proceeds, and the contractor receiving 45% of net proceeds.

Under this agreement, Liberty Arms Destruction will provide services for the destruction of firearms in compliance with the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) regulations and will supply certification of destruction for all items processed. All firearms that the police department possesses through evidence intake will be destroyed to meet ATF requirements. At no time, will a firearm be sold at public auction. Liberty Arms Destruction is used by several Minnesota law enforcement agencies for this process and is recommended by Evidence Consultations.

This agreement has been vetted by Attorney Vose.

Staff Recommendation

Motion to Approve Property Auction Agreement between Rogers Police Department and Liberty Arms Destruction dba Midwest Vantage Point

Financial Impact:

Source Fund:

Budgeted? N/A

Supporting Documentation

- A. Unclaimed Property Consignment Auction Agreement
- B. Basic Firearms Destruction Agreement - Rogers PD

Abandoned Property Consignment Agreement

Owner

Name: Rogers Police Department

Hereafter referred to as "Owner"

Contractor

Liberty Arms Destruction dba Midwest Vantage Point

315 4th St, Farmington, MN 55024

Hereafter referred to as "Contractor"

Agreement

This agreement ("Agreement") documents the terms and conditions under which Liberty Arms Destruction, dba Midwest Vantage Point, a Minnesota company ("Contractor"), will provide storage, auction, and disposition services ("Services") on behalf of the owner named above ("Owner").

1. Items Requiring Services

- 1.1. The Owner will specify which items of property ("Property") it wishes to provide to the Contractor for Services. For clarity, in this Agreement, Property includes law enforcement property and evidence items approved for disposal, seized items, municipal surplus, abandoned property, lost-and-found items, and other items the Owner and Contractor agree upon. If the Contractor declines to accept specific Property, the Contractor shall notify the Owner in writing within [5] business days of the submission, stating the reason for rejection."

2. Title to Property

- 2.1. Owner shall retain legal title to Property until it is purchased by auction or otherwise disposed of by the Agreement. The Owner will be deemed to have transferred title to the purchaser or other acquirer of the Property (the "Buyer"). The Owner appoints the Contractor as its representative and instrumentality to hold and offer for sale, on the Owner's behalf, the Property, pursuant to this Agreement.

3. Services

- 3.1. The Contractor will pick up, test, research, store, and list Property for sale by internet auction to the public on one or more domains selected by the Contractor. The Owner may deliver Property to the Contractor if agreed upon. In all cases involving electronic media, in compliance with applicable Minnesota state and federal law, and in a manner that renders the data unrecoverable. If the Owner agrees and local law permits, Contractor will sell directly to other vendors specializing in a specific property type. Typical property processed under the Agreement includes law-enforcement surplus property, evidence items approved for disposition, seized items, municipal surplus property, abandoned property, and lost-and-found items.
- 3.2. The Contractor may use a specialist for certain property to assess its value and age. If the service requires a fee, it will be deducted equally from the net proceeds from both the Owner and Contractor.

4. Term and Termination

- 4.1. The Agreement will become effective upon signature by the parties (the "Signature Date") and, as indicated in the top section of this Agreement, will continue for either: an Initial term of 1-year from the Signature Date, and after that will automatically renew for consecutive 1-year terms unless written notice of non-renewal is provided by either party to the other at least 60 days before the expiration of the then-current term or
- 4.2. The parties' rights to terminate the Agreement are not exclusive of any other rights and remedies available at law or in equity, and such rights will be cumulative. The exercise of any such right or remedy will not preclude the exercise of any other rights and remedies.
- 4.3. Notwithstanding any termination by either party of the Agreement, the Contractor will continue to remit Proceeds arising under the Agreement (net of amounts owed by the Owner to the Contractor and third parties pursuant to the Agreement) in connection with any sales made before the effective date of the termination. At the time of termination, any unsold Property shall continue to be auctioned by the Contractor, disposed of on behalf of the Owner, or returned to the Owner at the Owner's election and cost.

5. Insurance

- 5.1. Workers' Compensation Insurance
 - 5.1.1. Liberty Arms Destruction shall be required to maintain Workers' Compensation Insurance for all its employees in accordance with the statutory requirements of the State of Minnesota.
- 5.2. Commercial General Liability Insurance
 - 5.2.1. Liberty Arms Destruction is required to maintain Commercial General Liability Insurance protecting it from claims for damages from bodily injury, including death, and from claims for property damage, which may arise from operations under the contract. Insurance minimum limits are as follows: \$1,000,000 per occurrence, \$2,000,000, annual aggregate, \$2,000,000 annual aggregate Products/Completed Operations
 - 5.2.1.1. The following coverages shall be included: Premises and Operations Bodily Injury and Property Damage, Personal and Advertising Injury, Blanket Contractual Liability
- 5.3. Business Automobile Liability Insurance
 - 5.3.1. Liberty Arms Destruction is required to maintain Business Automobile Liability Insurance protecting it from claims for damages for bodily injury, including death, and from claims for property damage resulting from the ownership, operation, maintenance, or use of all autos which may arise from operations under the Agreement. Insurance minimum limits are as follows: \$1,000,000 – per occurrence, Combined Single Limit for Bodily Injury and Property Damage. The following coverages shall be included: Owned, Hired, and Non-owned Automobiles.
- 5.4. Additional Insurance Conditions
 - 5.4.1. An Umbrella or Excess Liability insurance policy may be used to supplement Liberty Arms Destruction's policy limits to satisfy the full policy limits required by this Agreement. Prior to commencement of work under this Agreement, Liberty Arms

Destruction shall furnish the Agency with Certificates of Insurance providing acceptable proof of required insurance coverage. Liberty Arms Destruction's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be canceled without at least thirty (30) days' advance written notice to the Owner, or ten (10) days' written notice for non-payment of premium. Liberty Arms Destruction is responsible for reviewing and ensuring said insurance is maintained as specified.

6. Sale Proceeds

- 6.1. For services, "Winning bid" refers to the highest amount committed and paid by any auction participant ("Buyer") for a sold property item. To avoid confusion, Winning Bid does not include shipping, buyer, or other fees, nor does it cover any amount that a Buyer commits to pay but later fails to pay.
- 6.2. The Contractor shall provide the Owner with a written schedule of all per-item fees that may be deducted from Net Proceeds prior to the commencement of this Agreement. The Contractor must disclose any new fee category to the Owner and obtain written approval at least 15 days before the auction or sale of the property.
- 6.3. Net proceeds are calculated by the winning bid minus any fees associated and charged to the Contractor. These do not include any monthly subscriptions or standard expenses to the Contractor. This includes only the fees and services required for each individual item obtained from the Owner.
 - 6.3.1. Owner will receive **55%** of Net Proceeds
 - 6.3.2. Contractor commission: Contractor will receive **45%** of Net Proceeds

7. Payment Terms

- 7.1. The Contractor will remit to the Owner the Net Proceeds arising from completed sales and Services rendered once a quarter (April 1st, July 1st, October 1st, January 1st). Sales are deemed completed on an individual-item basis when each item is sold, and payment is received. With each payment of the Owner's Net Proceeds, the Contractor will make available to the Owner, online, a report that sets forth the following information for the immediately preceding month.
- 7.2. The Contractor will make payment via check to the municipality, county, or entity designated by the Owner.

8. Contractor Obligations

- 8.1. The Contractor will exercise due care in handling and storing the Property.
- 8.2. The Contractor shall keep the Property free of liens, security interests, and encumbrances and shall pay when due all fees concerning the Property.
- 8.3. The Contractor shall sign and deliver to the Owner any UCC-1 financing statements or other documents that the Owner reasonably requests.
- 8.4. The Contractor shall maintain a documented chain-of-custody log from receipt through final disposition and shall provide copies to the Owner upon request or as required by law.

- 8.5. The Contractor agrees to permit the Owner to place one or more clickable links (the "Links") from one or more Owner websites to the website(s) the Contractor uses for selling Owner items. This will help the Owner comply with any applicable local public notification statutes and support the Owner in achieving higher Winning Bids. The Contractor also agrees to provide the technical requirements for the Links to the Owner.

9. Owner Obligations

- 9.1. While this Agreement is not exclusive and has no minimum requirements, the Owner will use reasonable efforts to provide the Contractor with such Property as becomes available for sale. The Owner will complete the necessary paperwork to transfer custodial possession of Property items to the Contractor, including a written manifest or list describing the Property items in sufficient detail for identification.
- 9.2. The Owner agrees not to knowingly provide Property that is illegal, hazardous, or infringes on third-party intellectual property rights ("Prohibited Property"), including but not limited to counterfeit or unauthorized copyrighted material ("knock-offs"), poisons, or pharmaceuticals. If the Contractor reasonably determines that any Property is Prohibited Property, the Contractor may immediately suspend or cancel (even if already completed) any auction or disposal of such Property and may refuse to sell, offer to sell, or otherwise dispose of it. At the Contractor's request, the Owner will provide reasonable assistance in verifying whether such Property is indeed Prohibited Property.

10. Performance Standards

- 10.1. Listing Timeframe: The Contractor shall list all Property accepted for auction within sixty (60) business days of receipt from the Owner, unless the parties mutually agree in writing to a different timeline for a specific item or category of Property. "Listed" means the item is actively published and available for bidding on the Contractor's auction platform.
- 10.2. Unsold, or broken items: If any item of Property is broken or remains unsold after the auction cycle, the Contractor may notify the Owner in writing within five (5) business days following the close of the unsuccessful auction cycle. The notice shall include: (a) a description of the item; (b) the price at which the item was listed; the number of bids received, if any; and (d) the Contractor's recommendation for next steps, which may include relisting at a reduced price, trash, or other recommendation.
- 10.3. Monthly Reporting: In addition to the payment reporting required under Section 7, the Contractor shall provide the Owner with a monthly inventory status report no later than the tenth (10th) business day of each calendar month. The report shall include, for each item currently in the Contractor's possession: (a) the item description and manifest reference number; (b) the current listing status (listed, unlisted, sold pending payment, or unsold after auction); the date the item was received by the Contractor; and (d) any pending issues or flags on the item.

11. Data Practice

- 11.1. Data Practice

- 11.1.1. To the extent Minn. Stat. Chapter 13 applies, all of the data created, collected, received, stored, used, maintained, or disseminated by Liberty Arms Destruction in performing its services under this Agreement is subject to the requirements of Minnesota Statutes Chapter 13, and Contractor must comply with those requirements as if it were a government entity. Upon termination of this Agreement, Contractor agrees to return data to the Owner as requested. The obligations of this section of the Agreement shall survive the termination of this Agreement and continue for as long as the data exists.
- 11.2. Audit
 - 11.2.1. Pursuant to Minn. Stat. §16C.05, subd. 5, Contractor agrees that the books, records, documents, and accounting procedures and practices of Liberty Arms Destruction or other party that are relevant to the Agreement or transaction are subject to examination by the Owner and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. Contractor agrees to maintain these records for a period of six (6) years from the date of termination of this Agreement.

12. Assignment

- 12.1. The Agreement may not be assigned, in whole or in part, by either party without the prior written consent of the other party (which consent may not be unreasonably withheld or delayed). However, an assignment of the Agreement by either party to any subsidiary, affiliate, or third party that acquires all or substantially all of that party's assets will not require the other party's consent, provided that such subsidiary, affiliate, or acquiring entity assumes all of that party's obligations under the Agreement. No delegation by the Contractor of any of its duties hereunder will be considered an assignment of the Agreement, nor will any change in control or assignment by operation of law by either party. Subject to the restrictions in this section, the terms and conditions of the Agreement will bind and benefit each party's successors and assigns.

13. Notices

- 13.1. Any notice or other communication under the Agreement must be in writing and can be delivered by hand, email, sent by facsimile (if acknowledgment of receipt is received), mailed by certified or registered mail, or sent via a nationally recognized overnight courier service to the addresses listed on the signature page of the Agreement. The parties may change their addresses at any time by providing at least 10 days' written notice to the other party, and each party may designate a different address by giving such notice.

14. Choice of Law and Venue:

- 14.1. All issues concerning this Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Minnesota. All legal proceedings shall be venued in the County of the Owner or the federal district court in Minneapolis/St. Paul. The prevailing party in any dispute arising from or relating to this Agreement, whether by judgment, summary judgment,

dismissal, settlement, or otherwise, shall be entitled to an award of reasonable attorney's fees and costs from the non-prevailing party.

15. Force Majeure

- 15.1. Neither party will be liable for any failure of or delay in performance of the Agreement for the period that such failure or delay is due to acts of God, public enemy, war, strikes or labor disputes, or any other cause beyond the parties' reasonable control (each a "Force Majeure"), it being understood that lack of financial resources will not be deemed a cause beyond a party's control. Each party will notify the other party promptly of any Force Majeure occurrence and carry out the Agreement as promptly as practicable after such Force Majeure is terminated. The existence of any Force Majeure will not extend the term of the Agreement.

16. Conflict of Interest

- 16.1. Prohibition on Self-Purchasing. The Contractor, along with any owner, officer, employee, or agent of the Contractor (collectively, "Contractor Parties"), is strictly forbidden from directly or indirectly buying, bidding on, or otherwise acquiring any Property item the Contractor lists for auction or sale under this Agreement, whether through the Contractor's platform, a third-party platform, or any other method. This restriction applies regardless of whether the purchase is made in the Contractor Party's name or through an intermediary, nominee, or related entity.
- 16.2. Exception for Arm's-Length Purchases. Notwithstanding Section 16.1, if the Owner provides prior written approval for a specific item, a Contractor Party may bid on that item, subject to the following conditions: (a) the Contractor Party must be identified by their full legal name in the Owner's written approval; (b) the Contractor Party must participate in the auction under their own name and openly disclose their affiliation; (c) the auction must be conducted publicly on the same platform and under the same terms as all other bidders; (d) the Contractor shall have no ability to influence the auction outcome for that item and must recuse any employee with access to bidding data from involvement in that specific auction; and (e) the Contractor's commission on that sale shall be waived, and the full sale price shall be remitted to the Owner.
- 16.3. No Undisclosed Interests. The Contractor warrants that, as of the Signature Date, no Contractor Party holds any undisclosed financial interest in any entity that may submit bids on the Property under this Agreement. The Contractor must promptly disclose in writing to the Owner any relationship or interest that arises during the term of this Agreement and that could create a conflict of interest regarding any item of Property.
- 16.4. Breach and Remedy. Any violation of this section will be considered a material breach of this Agreement. Once a violation is discovered, the Owner may, at its sole discretion: (a) immediately terminate this Agreement without penalty; (b) require the Contractor to disgorge any profits made by a Contractor Party from a prohibited purchase and pay that amount to the Owner; or (c) pursue any other remedy available at law or in equity. The remedies outlined in this section are cumulative and in addition to any other rights or remedies the Owner may have.

17. Indemnification

- 17.1. To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the Owner and its elected and appointed officials, officers, employees, agents, and volunteers (collectively, "Indemnified Parties") from any and all claims, demands, suits, actions, proceedings, losses, costs, damages, and expenses, including reasonable attorneys' fees and court costs, arising out of or related to: (a) the Contractor's performance of, or failure to perform, its obligations under this Agreement; (b) the Contractor's receipt, storage, handling, listing, sale, or disposal of any Property provided by the Owner; (c) any negligent or wrongful act or omission of the Contractor or its employees, subcontractors, or agents in connection with this Agreement; or (d) any breach by the Contractor of any representation, warranty, or obligation under this Agreement.
- 17.2. The Contractor's indemnification obligations under this Section shall not apply if a claim, loss, or damage results solely from the negligence or willful misconduct of an Indemnified Party. In cases of concurrent negligence between the Contractor and an Indemnified Party, the Contractor's indemnification obligation shall only cover the Contractor's proportionate share of fault.
- 17.3. The Contractor's obligation to defend the Indemnified Parties is separate from and independent of its obligation to indemnify. It shall arise immediately when a claim is made against any Indemnified Party, regardless of whether the claim has merit. The Contractor has the right to choose counsel for the defense, subject to the Owner's reasonable approval. The Owner retains the right to participate in its own defense at its own expense with counsel of its choosing.
- 17.4. The indemnification obligations outlined in this section shall continue to apply even after this Agreement expires or is terminated.

Signature Page

Name Andrew Thomas

Name

Signature 

Signature

Date 9/15/2020

Date

Name

Signature

Date

**General Provisions:**

The property is being received from the Rogers Police Dept., hereinafter referred to as the "Agency." The attached list of firearms, subject to final audit, has been designated and earmarked for destruction (see firearms disposal list).

Liberty Arms Destruction LLC, hereafter called Liberty Arms Destruction, may destroy the listed weapons (see firearms disposal list) at no cost or fee to the Agency (see payment schedule), with the understanding that Liberty Arms Destruction will destroy all ATF-defined frame/receivers. Depending on the service selected, salvageable parts from the firearm may or may not be sold. Firearm parts that are not sold will be recycled, disposed of in a landfill, used in fine art, or upcycled into other retail items unrelated to firearms. Weapons may include firearms that are prohibited from possession under federal or state law, such as fully automatic weapons, those with defaced serial numbers, or those that have been illegally modified.

The Agency transfers weapons and property to Liberty Arms Destruction and represents that the weapons and property are free of encumbrance, seizure, or other possessory claim. The Agency is an official law enforcement entity (federal, state, county, or local government) that, under the provisions of the Gun Control Act of 1968 ("GCA") and the National Firearms Act of 1934 ("NFA"), transfers GCA- and NFA-regulated firearms to Liberty Arms Destruction, noting that this process includes destruction. Title transfers to Liberty Arms Destruction upon pickup from the Agency premises. From pickup, Liberty Arms Destruction bears all risk of loss, theft, diversion, damage, or mishandling, regardless of cause, until certified destruction. Liberty Arms Destruction is strictly responsible for custody, security, and compliance with all handling, storage, and transport requirements after pickup.

Liberty Arms Destruction will provide the Agency with a copy of the certificate of destruction within 120 days after the weapons are picked up and transferred to Liberty Arms Destruction.

Liberty Arms Destruction shall act as an agent of the Agency solely for the purpose of destroying the listed firearms, and the Agency authorizes Liberty Arms Destruction to transport, store, and destroy

seized and surrendered weapons for destruction, with the Agency retaining ownership of each firearm until the moment it is picked up from the Agency. Accordingly, the Agency requests Liberty Arms Destruction to additionally destroy such firearms with serial numbers that are defaced or obliterated, acknowledging Liberty Arms Destruction is specifically acting as an agent of the Agency and notwithstanding 18 U.S.C. § 922(k), such agency is entitled under 18 U.S.C. § 925(a)(1) to destroy contraband under its constructive control via its agent Liberty Arms Destruction.

Duration:

This Agreement shall become effective as of September 16, 2026. The Agreement shall continue for one year thereafter, and automatically renew from year to year after expiration of said one-year period, except that this Agreement may be terminated by either party providing 30-day written notice to the other party.

Independent Contractor:

Liberty Arms Destruction shall provide all services provided pursuant to this Agreement as an independent contractor and not as an employee of the Agency for any purpose. Any and all officers, employees, subcontractors, and agents of Liberty Arms Destruction, or any other person engaged by Liberty Arms Destruction in the performance of work or services pursuant to this Agreement, shall not be considered employees of the Agency. Any and all actions which arise as a consequence of any act or omission on the part of Liberty Arms Destruction, its officers, employees, subcontractors, or agents, or other persons engaged by Liberty Arms Destruction in the performance of work or services pursuant to this Agreement, shall not be the obligation or responsibility of the Agency. Liberty Arms Destruction, its officers, employees, subcontractors, or agents shall not be entitled to any of the rights, privileges, or benefits of the Agency's employees, except as otherwise stated herein.

Liability:

Each party shall not be bound by any action taken by the other party in good faith in exercising the powers and authority conferred upon such party under this Agreement. The parties are not jointly and severally liable for any tort, contractual liability, misfeasance or malfeasance, violation of civil or criminal laws, or any other action arising from this Agreement.

Indemnification:

To the fullest extent permitted by law, Liberty Arms Destruction shall indemnify, defend, and hold harmless the Agency and its officials, employees, contractors and agents from any loss, claim, liability, and expense (including reasonable attorneys' fees and expenses of litigation) arising from, or based in the whole, or in any part, on any negligent act or omission by Liberty Arms Destruction, its officers, employees, subcontractors, and agents, or any other person engaged by Liberty Arms Destruction in the performance of work or services pursuant to this Agreement, any willful misconduct occurring during the term hereof with respect to services provided by the contracting

party, or Liberty Arms Destruction's failure to perform the services required in this Agreement. In no event shall the Agency be liable to Liberty Arms Destruction for consequential, incidental, indirect, special, or punitive damages. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the Agency is entitled under Minnesota Statutes, Chapter 466, or otherwise.

Insurance:

1. Workers' Compensation Insurance

Liberty Arms Destruction may be required to maintain Workers' Compensation Insurance for all its employees in accordance with the statutory requirements of the State of Minnesota.

2. Commercial General Liability Insurance

Liberty Arms Destruction is required to maintain Commercial General Liability Insurance protecting it from claims for damages from bodily injury, including death, and from claims for property damage, which may arise from operations under the contract. Insurance minimum limits are as follows:

- \$1,000,000 – per occurrence
- \$2,000,000 – annual aggregate
- \$2,000,000 – annual aggregate – Products/Completed Operations

The following coverages shall be included:

- Premises and Operations Bodily Injury and Property Damage
- Personal and Advertising Injury
- Blanket Contractual Liability

The Agency, including its elected and appointed officials, employees, and agents, must be endorsed as an Additional Insured using ISO Form CG 20 10 or an equivalent for Ongoing Operations, and ISO Form CG 20 37 or an equivalent for Products/Completed Operations.

3. Business Automobile Liability Insurance

Liberty Arms Destruction is required to maintain Business Automobile Liability Insurance protecting it from claims for damages for bodily injury, including death, and from claims for property damage resulting from the ownership, operation, maintenance, or use of all autos which may arise from operations under the Agreement. Insurance minimum limits are as follows:

- \$1,000,000 – per occurrence Combined Single Limit for Bodily Injury and Property Damage
- The following coverages shall be included: Owned, Hired, and Non-owned Automobiles.

4. Additional Insurance Conditions

- An Umbrella or Excess Liability insurance policy may be used to supplement Liberty Arms Destruction's policy limits to satisfy the full policy limits required by this Agreement.
- Prior to commencement of work under this Agreement, Liberty Arms Destruction shall furnish the Agency with Certificates of Insurance providing acceptable proof of required insurance coverage.

- Liberty Arms Destruction's policies and Certificate of Insurance shall contain a provision that coverage afforded under the policies shall not be canceled without at least thirty (30) days' advance written notice to the Agency, or ten (10) days' written notice for non-payment of premium.
- Liberty Arms Destruction is responsible for reviewing and ensuring said insurance is maintained as specified.

Data Practices:

To the extent Minn. Stat. §13.05 Subd. 5 applies, all of the data created, collected, received, stored, used, maintained, or disseminated by Liberty Arms Destruction in performing its services under this Agreement is subject to the requirements of Minnesota Statutes Chapter 13, and Liberty Arms Destruction must comply with those requirements as if it were a government entity. Upon termination of this Agreement, Liberty Arms Destruction agrees to return data to the Agency as requested. The obligations of this section of the Agreement survive termination of this Agreement and continue as long as the data exists.

Audit:

Pursuant to Minn. Stat. §16C.05, subd. 5, Liberty Arms Destruction agrees that the books, records, documents, and accounting procedures and practices of Liberty Arms Destruction or other party that are relevant to the Agreement or transaction are subject to examination by the Agency and either the legislative auditor or the state auditor, as appropriate, for a minimum of six years. Liberty Arms Destruction agrees to maintain these records for a period of six (6) years from the date of termination of this Agreement.

Assignment and Subcontracting:

Neither this Agreement nor any other interest arising from its execution may be assigned, pledged, transferred, or hypothecated without the prior written consent of both Liberty Arms Destruction and the Agency. Liberty Arms Destruction shall not subcontract any of the services to be provided under this Agreement without the written consent of the Agency, which may be withheld at the Agency's sole discretion.

Entire Agreement:

This Agreement constitutes the entire agreement between Liberty Arms Destruction and the Agency. It supersedes all prior and contemporaneous agreements, representations, warranties, and understandings of the parties. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing by both Liberty Arms Destruction and the Agency. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether similar or not similar, nor shall any waiver constitute a continuing waiver. No waiver is binding unless it is in writing and signed by the party. This agreement ends when the firearms and property listed are destroyed, and evidence of destruction has been supplied to the Agency.

Severability:

If any provision of this Agreement, or the application of such provision to any person or circumstance, shall be held invalid. In that case, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those it is held invalid, shall not be affected.

Choice of Law and Venue:

All issues concerning this Agreement will be governed by and construed in accordance with the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law provision or rule (whether of the State of Minnesota or any other jurisdiction) that would cause the application of the law of any jurisdiction other than the State of Minnesota. All legal proceedings shall be venued in the County of the Agency or the federal district court in Minneapolis/St. Paul. The prevailing party in any dispute arising from or relating to this Agreement, whether by judgment, summary judgment, dismissal, settlement, or otherwise, shall be entitled to an award of reasonable attorney's fees and costs from the non-prevailing party.

EXHIBIT A – Payment Schedule

All methods destroy the frame/receiver with ATF-compliant firearm disposal. You will receive a certificate of destruction once the firearms have been destroyed, as selected by the service.



Basic Destruction

No service fee

There is NO cost to the agency for firearm disposal - salvageable parts (slides, triggers, springs, stocks, etc.) are sold. This service also includes pickup and disposal of edged weapons, BB guns, ammunition, and other property*

\$10 per cellphone, tablet, iPad, or other electronics

\$0 Other electronic devices (laptop, hard drives, etc.) - contraband - must be identified at the time of property pickup.

*Some property (non-firearm) collected may be sold, recycled, disposed of in a landfill, or utilized in fine art.

☐ Complete Destruction

\$300 service fee (includes pickup and disposal of edged weapons, BB guns, ammunition, and other property*)

\$75 per firearm (long guns and handguns) - All parts from the firearm are disposed of and not sold as parts able to be used for the intended purpose

\$10 per cellphone, tablet, iPad, or other electronics

\$0 Other electronic devices (laptop, hard drives, etc.) - contraband - must be identified at time of property pickup.

*Some property (non-firearm) collected may be sold, recycled, disposed of in a landfill, or utilized in fine art.

☐ Hybrid Model

No service fee

Salvageable parts (slides, triggers, springs, stocks, etc.) are sold to offset the agency's costs.

\$50 per firearm if the agency wants any serialized parts destroyed, i.e., manufactured parts with serial numbers destroyed.

This service also includes pickup and disposal of edged weapons, BB guns, ammunition, and other property*

\$10 per cellphone, tablet, iPad, or other electronics

\$0 Other electronic devices (laptop, hard drives, etc.) - contraband - must be identified at the time of property pickup.

*Some property (non-firearm) collected may be sold, recycled, disposed of in a landfill, or utilized in fine art.

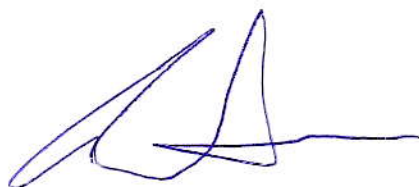
Other services will be added in the future. Pricing may also be adjusted as needed to comply with state and federal regulations. Billing will be issued on a Net 30 term. If applicable, the agency will be billed within seven (7) days after property pick-up.

Signature Page

Liberty Arms Destruction

Andrew Thomas

Name



Signature

9/15/2026

Date

Name

Signature

Date

Name

Signature

Date



STAFF REPORT

Meeting Date: September 22, 2026

ROGERS CITY COUNCIL

Agenda Item: 5.9

Subject: Approval of Resolution 2026-87 Revoking the Conditional Use Permit (CUP) Allowing for the Property at 20775 Territorial Road to Operate as a Cylinder Head Repair Shop.

Prepared By: Brett Angell, Community Development Director

Recommended Council Action

Motion to approve Resolution 2026-87 revoking the conditional use permit (CUP) allowing for the property at 20775 Territorial Road to operate as a cylinder head repair shop.

Overview / Background / Analysis

In 2016, the City of Rogers granted a Conditional Use Permit (CUP) to allow for the property at 20775 Territorial Road to operate as a cylinder shop with limited outdoor storage of vehicles (operating as Lloyd's Cylinder Head Repair). The approved and recorded CUP had set conditions related to the future operation of the business at the property. Earlier in 2026, the City of Rogers received complaints regarding the condition of the property and overall operations of the property. Staff substantiated the complaints and sent notices to the property owner as attached to this item. The first notice was sent to the property on April 10th with a deadline for compliance of May 10th. A second notice was sent to the property on May 11th with a deadline of June 1st. A notice of CUP revocation was hand-delivered to the property owner on June 24th. The property owner appealed the CUP revocation as further discussed below.

City Code and CUP Violations

The city code and CUP violations referenced for the property include the following code or CUP items:

1. CUP Violation – Condition 5 related to outdoor storage – per the recorded CUP, outdoor storage associated with the business is permitted only as shown on the approved site plan with a maximum of 5 vehicles stored at one time.
2. CUP Violation – Conditions 7 and 8 related to screening – the CUP requires a uniform privacy fence to be installed around the perimeter of the property and trees to be planted and maintained as shown on the site plan.
3. CUP Violation – Condition 9 related to accessory structures – required the removal of other accessory buildings on the property.
4. City Code Sections 125-84 (e)(1), Section 125-84(e)(6), and Section 125-83 (B)(3) related to exterior storage. The current vehicles, debris, trailers, rubbish, and supplies stored outside exceed code allowance.
5. City Code Section 125-86(g) and Section 125-86(b)(3) related to parking

surfaces and inoperable vehicles. There are vehicles parking on unimproved surfaces on the lot as well as on the adjacent lot.

6. City Code Section 125-89(a)(1) – Illegal dwelling units – in one of the accessory buildings, there is a space converted and used as a rental dwelling unit.
7. City Code Section 26-41 – Property maintenance

CUP Revocation Appeal Hearing

An appeal hearing was requested by the property owner and subsequently took place on Tuesday, August 25th. At the appeal hearing, the City Council elected to delay the revocation of the CUP for a total of 60 days provided that the property owner submits a written compliance plan to city staff by no later than Friday, September 4th. If the plan is deemed inadequate or if not submitted, the CUP would be subject to immediate revocation.

Staff did not receive a written compliance plan from the property owner by the defined deadline. Staff met with the property owner subsequent to that deadline to discuss his plans for the property.

Next Steps

With the revocation of the CUP, the property can no longer operate as a cylinder shop nor a commercial auto repair business. Staff are in discussions with the property owner about continued steps required to bring the property into compliance with city code. If the property is not brought into compliance in the very immediate future or if a code compliance plan is not submitted to city staff by Monday, September 21st, the property will be subject to further enforcement action for any outstanding violations.

Staff Recommendation

Staff recommends the approval of Resolution 2026-87 revoking the conditional use permit (CUP) allowing for the property at 20775 Territorial Road to operate as a cylinder head repair shop.

Financial Impact: Not applicable.

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation

- A. Resolution No. 2026-87 Revoking the CUP for 20775 Territorial
- B. Location Map
- C. Recorded CUP to be Revoked
- D. Previous Notices to the Property
- E. Post CUP Appeal Hearing Steps Notice

RESOLUTION NO. 2026 - 87

**A RESOLUTION REVOKING THE CONDITIONAL USE PERMIT FOR THE
PROPERTY AT 20775 TERRITORIAL ROAD**

WHEREAS, on April 12th, 2016, the City of Rogers (the “City”) granted a Conditional Use Permit (“CUP”) allowing the property at 20775 Territorial Road, Rogers, MN 55311 (the “Subject Property”), as legally described in Exhibit A, to operate a cylinder repair shop with limited outdoor storage of vehicles; and,

WHEREAS, the City received multiple complaints related to the Subject Property and violations of City Code and the conditions of the recorded CUP. Violations included an excess number of vehicles, inoperable vehicles, non-compliant parking surfaces, illegal dwelling units, exterior storage, rubbish/debris, and property maintenance violations; and,

WHEREAS, the first notice of violation was sent to the Subject Property on April 10th, 2026, detailing the violations with a deadline for compliance of May 10th, 2026; and

WHEREAS, a second notice of violation was sent to the Subject Property on May 11th, 2026, detailing the violations with a deadline for compliance of June 1st, 2026; and

WHEREAS, a notice of CUP revocation was delivered to the property owner by city representatives on June 23rd, 2026; and

WHEREAS, the property owner submit a request for an appeal hearing to the CUP revocation on July 9th, 2026; and

WHEREAS, an appeal hearing was held by the City on Tuesday, August 25th, 2026; and

WHEREAS, the property owner received notice of the hearing, attended and participated in the hearing and acknowledged some or all of the alleged violations described above; and

WHEREAS, at the conclusion of the hearing, the City Council gave the property owner 10-days to submit a written and staff-approved plan detailing the steps to bring the property into compliance; and,

WHEREAS, the property owner did not meet the necessary deadline for submission of a compliance plan.

NOW THEREFORE, BE IT RESOLVED, BY THE CITY COUNCIL OF THE CITY OF ROGERS, MINNESOTA, that the Conditional Use Permit allowing for the property at 20775 Territorial Road allowing for the operation of a cylinder shop with limited outdoor storage of vehicles is hereby revoked. City staff is directed to work with the property owner to bring the Subject Property into full compliance with the City Code and staff are authorized to take enforcement actions as may be deemed necessary to secure full compliance as promptly as is feasible.

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 this 22nd day of September, 2026.

Shannon Klick, Mayor

ATTEST:

Stacie Brown, City Clerk

EXHIBIT A

LEGAL DESCRIPTION

PID# 26-120-23-41-0026

That pt of the W 150.85 ft of the E 480.85 ft of the NE 1/4 of SE 1/4 lyg S of the ctr line of CR No 116 and lyg N of the S 356.8 ft thereof also th N 302.95 ft of the S 659.75 ft of the W 143.78 ft of the E 624.63 of the NE 1/4 of SE 1/4 ex road;

all in Sec. 26, Twp. 120, R 23, Henn. Co., Minn., according to the recorded plats thereof.



Attachment A – Location Map





Doc No **A10395415**

Certified, filed and/or recorded on
Dec 15, 2016 4:30 PM

Office of the County Recorder
Hennepin County, Minnesota
Martin McCormick, County Recorder
Mark Chapin, County Auditor and Treasurer

Deputy 77

Pkg ID 1492192M

Document Recording Fee	\$46.00
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<i>Document Total</i>	\$46.00
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**STATE OF MINNESOTA
COUNTY OF HENNEPIN
CITY OF ROGERS**

**ROGERS CITY COUNCIL
CONDITIONAL USE PROCEEDINGS**

In the matter of a larger accessory structure and cylinder shop at 20775 Territorial Road

Request: A Conditional Use Permit for a 5,200 square foot accessory structure and cylinder shop with limited Outdoor Storage of vehicles

ORDER GRANTING A CONDITIONAL USE PERMIT

The above entitled matter came to be heard before the City of Rogers Planning Commission on the 15th day and 31st day of March, 2016, and the Rogers City Council on the 12th day of April, 2016 on an application for a Conditional Use Permit pursuant to the Rogers Zoning Ordinance, for the following described property:

Legal Description:

PID# 26-120-23-41-0026

That pt of the W 150.85 ft of the E 480.85 ft of the NE 1/4 of SE 1/4 lyg S of the ctr line of CR No 116 and lyg N of the S 356.8 ft thereof also th N 302.95 ft of the S 659.75 ft of the W 143.78 ft of the E 624.63 of the NE 1/4 of SE 1/4 ex road;

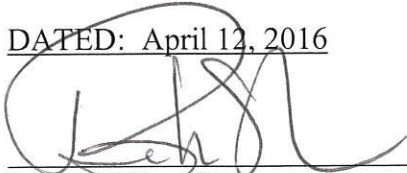
all in Sec. 26, Twp. 120, R 23, Henn. Co., Minn., according to the recorded plats thereof.

IT IS ORDERED that a conditional use be granted as stated above at the above described property subject to the following conditions:

1. The 192 square foot accessory structure shall be removed upon construction of the 5,200 square foot structure;
2. The cylinder shop may have up to 3 employees;
3. The barn may remain on the property as is, but cannot be replaced if it is removed or destroyed;
4. The "Lloyd's Cylinder shop" sign may be relocated to this site (sign from Main Street location);
5. Outdoor storage associated with the business is permitted as shown on the site plan with a maximum of five vehicles stored at one time.
6. Hours of operation shall be limited to 8am-5pm Monday through Friday.
7. A uniform privacy fence shall be installed around the perimeter of the site to screen the business, within 60 days of issuance of the CUP
8. Trees shall be planted as shown on the site plan.
9. Remove other accessory buildings not shown on the site plan

10. The complete project including the removal of buildings, construction of new building, landscaping, dustless surface, is to be finished by November 1, 2016.

DATED: April 12, 2016



Mayor, City of Rogers

STATE OF MINNESOTA)
COUNTY OF) ss.
CITY OF ROGERS)

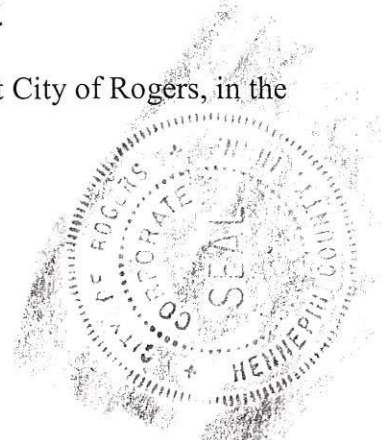
OFFICE OF ROGERS CITY ADMINISTRATOR

I, Stacy Scharber, City Clerk, hereby certify that I have compared the foregoing copy of Order granting a conditional use with the original record thereof preserved in my office, and have found the same to be a correct and true transcript of the whole thereof.

IN TESTIMONY WHEREOF, I have hereunto subscribed my hand at City of Rogers, in the County of Hennepin on the 12th day of April, 2016.



Stacy Scharber,
City Clerk



A Conditional Use Permit shall become void one year after being granted by the City unless implemented, or if discontinued for a period of 90 days.

I (We) have read the above Conditional Use Permit and agree to abide by its conditions and the site plan, application materials and testimony which we submitted in application thereto.



Jeff Lloyd



Date

DRAFTED BY:
City of Rogers
22350 South Diamond Lake Road
Rogers, MN 55374



Notice of Violation

April 10, 2026

Jeffrey A Lloyd
20775 Territorial Road
Rogers, MN 55311

RE: Notice of Conditional Use Permit Violation and Zoning Code Violations — 20775 and 20735 Territorial Road

Dear Mr. Lloyd,

The City of Rogers has received complaints corresponding to your property at 20775 Territorial Road (PID# 26-120-23-41-0026) and have identified significant violations of the Conditional Use Permit (CUP) approved April 12, 2016, as well as independent violations for numerous sections of the Rogers Zoning Code. The City issued notices in June and October 2017; those conditions were not fully resolved, and current property conditions represent substantial violations that must be addressed and resolved to meet the conditions of the granted CUP and zoning code. This letter provides formal notice of violations, required corrective actions, and a compliance deadline.

I. Conditional Use Permit — Background and Applicable Conditions

The CUP (Permit #20775 Territorial Rd, Doc #A10395415) and Site Plan (Resolution No. 2016–20) authorized operation of a cylinder shop and construction of a 5,200 sq. ft. accessory structure at 20775 Territorial Road, subject to conditions including: outdoor storage limited to the designated site plan area with a maximum of five (5) vehicles (Condition 5); a uniform perimeter privacy fence (Condition 7); tree plantings per the site plan (Condition 8); removal of unapproved accessory buildings (Condition 9); hours of operation 8:00 a.m.–5:00 p.m. Monday–Friday (Condition 6); and a maximum of three (3) employees (Condition 2). The CUP is the sole authorization for this use at this location and applies only to 20775 Territorial Road.

II. CUP Violations

Condition 5 — Outdoor Storage

Outdoor storage of vehicles, scrap metal, equipment, and materials has expanded far beyond the designated site plan area and well exceeds the five-vehicle maximum. This violation was cited in the June 2017 notice as *“an extreme amount of outdoor storage all around the*

property... none of the storage is in the designated location.” Current conditions are worse than those documented in 2017.

Encroachment onto 20735 Territorial Road

Storage of vehicles and materials associated with the cylinder shop appears to extend onto 20735 Territorial Road. That parcel is not covered by the CUP and has no land use approval for commercial outdoor storage. All such storage must be removed from 20735 Territorial Road.

Conditions 6, 7, and 2 — Hours, Fence, and Employees

The perimeter privacy fence is in disrepair and does not adequately screen expanded storage areas, in violation of Condition 7 and Sec. 125-85(f). The City also requires confirmation that hours of operation (Condition 6) and the three-employee limit (Condition 2) continue to be met.

III. Independent Zoning Code Violations

A. Outdoor Storage — Sec. 125-84(e)(1), Sec. 125-84(e)(6), and Sec. 125-83(B)(3)

Outdoor storage in the ND district requires CUP/IUP authorization and must be accessory to the principal use, limited to 20% of building area, fully fenced and screened, and located on paved areas with storm drainage. Current storage violates each of these standards. Waste, refuse, and garbage must be kept in an enclosed building or proper container (Sec. 125-84(e)(6)). All nonstructural storage must be screened (Sec. 125-83(B)(3)).

B. Parking Surface and Inoperable Vehicles — Sec. 125-86(g) and Sec. 125-86(b)(3)

Off-street parking areas must be maintained as a durable, dustless surface (Sec. 125-86(g)). Parking areas may not be used for open storage of goods or storage of inoperable vehicles (Sec. 125-86(b)(3)).

C. Illegal Dwelling in Barn — Sec. 125-89(a)(1)

No accessory building may be used as a dwelling. The June 2017 notice cited this provision and specified it *“includes the red barn onsite.”* The October 2017 notice confirmed the barn’s living quarters are not permitted and cannot be occupied. Residential occupancy must immediately cease and unpermitted improvements must be removed or abated in all accessory structures.

D. Unpermitted Accessory Structures

CUP Condition 9 required removal of all accessory structures not shown on the approved site plan. Aerial imagery indicates structures currently on the property that are not on the approved site plan and appear to lack building permits. These must be permitted and approved or removed.

E. Property Maintenance — Sec. 26-41

All property must be maintained in an appropriate manner, including removal of debris and abatement of nuisance conditions. The accumulation of scrap, debris, and waste across the site must be removed.

IV. Required Corrective Actions

The following must be completed by the deadline in Section V:

1. Reduce outdoor vehicle storage to no more than five (5) vehicles within the CUP-designated storage area only.
2. Remove all vehicles, equipment, scrap, debris, and materials stored outside the CUP-designated area on 20775 Territorial Road.
3. Remove all vehicles, equipment, and materials associated with the cylinder shop from 20735 Territorial Road.
4. Remove all junk, inoperable, unlicensed, or dismantled vehicles, or store them fully within an *approved* enclosed structure.
5. Remove all unpermitted accessory structures or obtain required building permits and land use approvals for their retention.
6. Immediately cease residential occupancy of the barn and any other accessory structure; remove or abate unpermitted residential improvements (Sec. 125-89(a)(1)).
7. Remove all waste, refuse, scrap, and debris from the property (Sec. 125-84(e)(6); Sec. 26-41).
8. Restore the perimeter privacy fence to uniform, structurally sound condition (CUP Condition 7; Sec. 125-85(f)).
9. Confirm compliance with the three-employee limit (Condition 2) and 8:00 a.m.–5:00 p.m. Monday–Friday hours (Condition 6).
10. Ensure all *approved* parking and storage areas are maintained as a durable, dustless surface (Sec. 125-86(g)).

V. Compliance Deadline and Enforcement

All corrective actions and/or a defined corrective action plan approved by the City must be completed no later than **May 10, 2026 (30 days from the date of this notice)**. This deadline is firm. Failure to comply will result in the City initiating proceedings to **revoke the Conditional Use Permit**, rendering operation of the cylinder shop at this location unlawful. The City may also pursue citations and other remedies authorized under the Rogers City Code and Minnesota law. Pursuant to **Sec. 125-16** of the Rogers Zoning Code and **Sec. 1-8(d)(1)** of the Rogers City Code, each day a violation continues constitutes a separate offense.

To schedule a pre-compliance inspection, contact the City **in writing** at bangell@rogersmn.gov prior to the deadline. Communication with the City does not extend the deadline unless confirmed in writing.

Sincerely,

A handwritten signature in black ink, appearing to be 'Brett Angell', with a stylized, overlapping 'B' and 'A'.

Brett Angell

Community Development Director

CC: Alec Henderson, City Planner;
Captain Jeff Beck;
Bob Vose, City Attorney;
Steve Stahmer, City Administrator



2ND Notice of Violation

May 11, 2026

Jeffrey A Lloyd
20775 Territorial Road
Rogers, MN 55311

RE: 2ND Notice of Conditional Use Permit Violation and Zoning Code Violations — 20775 and 20735 Territorial Road

Dear Mr. Lloyd,

On April 11, 2026, a first notice of violation was issued to your property at 20775 Territorial Road (PID# 26-120-23-41-0026) related to violations of city approvals and code requirements. The violations are further detailed below. This letter is a 2nd and final notice of violation. Please note that if the violations are not resolved or if a written compliance plan is not in place by June 1, 2026, additional enforcement action will be taken, including potential revocation of the Conditional Use Permit allowing for the use of the property for a cylinder shop/automotive repair.

I. Conditional Use Permit — Background and Applicable Conditions

The CUP (Permit #20775 Territorial Rd, Doc #A10395415) and Site Plan (Resolution No. 2016–20) authorized operation of a cylinder shop and construction of a 5,200 sq. ft. accessory structure at 20775 Territorial Road, subject to conditions including: outdoor storage limited to the designated site plan area with a maximum of five (5) vehicles (Condition 5); a uniform perimeter privacy fence (Condition 7); tree plantings per the site plan (Condition 8); removal of unapproved accessory buildings (Condition 9); hours of operation 8:00 a.m.–5:00 p.m. Monday–Friday (Condition 6); and a maximum of three (3) employees (Condition 2). The CUP is the sole authorization for this use at this location and applies only to 20775 Territorial Road.

II. CUP Violations

Condition 5 — Outdoor Storage

Outdoor storage of vehicles, scrap metal, equipment, and materials has expanded far beyond the designated site plan area and well exceeds the five-vehicle maximum. This violation was cited in the June 2017 notice as *“an extreme amount of outdoor storage all around the*

property... none of the storage is in the designated location.” Current conditions are worse than those documented in 2017.

Encroachment onto 20735 Territorial Road

Storage of vehicles and materials associated with the cylinder shop appears to extend onto 20735 Territorial Road. That parcel is not covered by the CUP and has no land use approval for commercial outdoor storage. All such storage must be removed from 20735 Territorial Road.

Conditions 6, 7, and 2 — Hours, Fence, and Employees

The perimeter privacy fence is in disrepair and does not adequately screen expanded storage areas, in violation of Condition 7 and Sec. 125-85(f). The City also requires confirmation that hours of operation (Condition 6) and the three-employee limit (Condition 2) continue to be met.

III. Independent Zoning Code Violations

A. Outdoor Storage — Sec. 125-84(e)(1), Sec. 125-84(e)(6), and Sec. 125-83(B)(3)

Outdoor storage in the ND district requires CUP/IUP authorization and must be accessory to the principal use, limited to 20% of building area, fully fenced and screened, and located on paved areas with storm drainage. Current storage violates each of these standards. Waste, refuse, and garbage must be kept in an enclosed building or proper container (Sec. 125-84(e)(6)). All nonstructural storage must be screened (Sec. 125-83(B)(3)).

B. Parking Surface and Inoperable Vehicles — Sec. 125-86(g) and Sec. 125-86(b)(3)

Off-street parking areas must be maintained as a durable, dustless surface (Sec. 125-86(g)). Parking areas may not be used for open storage of goods or storage of inoperable vehicles (Sec. 125-86(b)(3)).

C. Illegal Dwelling in Barn — Sec. 125-89(a)(1)

No accessory building may be used as a dwelling. The June 2017 notice cited this provision and specified it *“includes the red barn onsite.”* The October 2017 notice confirmed the barn’s living quarters are not permitted and cannot be occupied. Residential occupancy must immediately cease and unpermitted improvements must be removed or abated in all accessory structures.

D. Unpermitted Accessory Structures

CUP Condition 9 required removal of all accessory structures not shown on the approved site plan. Aerial imagery indicates structures currently on the property that are not on the approved site plan and appear to lack building permits. These must be permitted and approved or removed.

E. Property Maintenance — Sec. 26-41

All property must be maintained in an appropriate manner, including removal of debris and abatement of nuisance conditions. The accumulation of scrap, debris, and waste across the site must be removed.

IV. Required Corrective Actions

The following must be completed by the deadline in Section V:

1. Reduce outdoor vehicle storage to no more than five (5) vehicles within the CUP-designated storage area only.
2. Remove all vehicles, equipment, scrap, debris, and materials stored outside the CUP-designated area on 20775 Territorial Road.
3. Remove all vehicles, equipment, and materials associated with the cylinder shop from 20735 Territorial Road.
4. Remove all junk, inoperable, unlicensed, or dismantled vehicles, or store them fully within an *approved* enclosed structure.
5. Remove all unpermitted accessory structures or obtain required building permits and land use approvals for their retention.
6. Immediately cease residential occupancy of the barn and any other accessory structure; remove or abate unpermitted residential improvements (Sec. 125-89(a)(1)).
7. Remove all waste, refuse, scrap, and debris from the property (Sec. 125-84(e)(6); Sec. 26-41).
8. Restore the perimeter privacy fence to uniform, structurally sound condition (CUP Condition 7; Sec. 125-85(f)).
9. Confirm compliance with the three-employee limit (Condition 2) and 8:00 a.m.–5:00 p.m. Monday–Friday hours (Condition 6).
10. Ensure all *approved* parking and storage areas are maintained as a durable, dustless surface (Sec. 125-86(g)).

V. Compliance Deadline and Enforcement

All corrective actions and/or a defined corrective action plan approved by the City must be completed no later than **June 1, 2026**. This deadline is firm. Failure to comply will result in the City initiating proceedings to **revoke the Conditional Use Permit**, rendering operation of the cylinder shop at this location unlawful. The City may also pursue citations and other remedies authorized under the Rogers City Code and Minnesota law. Pursuant to **Sec. 125-16** of the Rogers Zoning Code and **Sec. 1-8(d)(1)** of the Rogers City Code, each day a violation continues constitutes a separate offense.

To schedule a pre-compliance inspection, contact the City **in writing** at bangell@rogersmn.gov prior to the deadline. Communication with the City does not extend the deadline unless confirmed in writing.

Sincerely,

A handwritten signature in black ink, appearing to be 'Brett Angell', with a stylized 'B' and 'A'.

Brett Angell

Community Development Director

CC: Alec Henderson, City Planner;
Captain Jeff Beck;
Bob Vose, City Attorney;
Steve Stahmer, City Administrator



Notice of CUP Revocation

June 1, 2026

Jeffrey A Lloyd
20775 Territorial Road
Rogers, MN 55311

RE: Notice of Conditional Use Permit Revocation— 20775 Territorial Road

Dear Mr. Lloyd,

On April 10, 2026, the City of Rogers mailed an initial notice that your property at 20775 Territorial Road (PID # 26-120-23-41-0026) ("Subject Property") is in violation of the Conditional Use Permit granted on April 12, 2016, as well as numerous code violations present at the property. A second notice was mailed on May 11, 2026, related to the violations. The property has not been brought into compliance, nor has a written compliance plan been submitted to the City of Rogers.

The City Code and Conditional Use Permit violations are listed below and as detailed in the previous letters:

1. CUP Violation – Condition 5 Outdoor Storage – existing storage of vehicles, equipment, and materials has expanded far beyond the allowed site plan and exceeds the five-vehicle maximum;
2. CUP Violation – Conditions 2, 6, and 7 – the existing screening does not adequately screen the storage areas. City also requires confirmation that hours of operation and employee limit are currently being met.
3. CUP Violation – Condition 9 – only accessory structures as shown on the approved site plan are permitted. Un-permitted structures are currently present
4. City Code Sec. 125-84(e)(1), Sec. 125-84(e)(6), and Sec. 125-83(B)(3) – Outdoor Storage currently exceeds what is allowed
5. City Code Sec. 125-86(g) and Sec. 125-86(b)(3) – Parking Surfaces and Inoperable Vehicles – off-street parking areas must be a durable and dustless surface and may not be used for open storage of goods or storage of inoperable vehicles.

6. City Code Sec. 125-89(a)(1) – Illegal Dwelling – an unpermitted dwelling unit in an accessory building is present.
7. City Code Sec. 26-41 – Property Maintenance – the Subject Property must be maintained in an appropriate manner, including the removal of debris, scraps, and waste across the site.

This letter is to inform you that the Conditional Use Permit, granted by the City Council on April 12, 2016, will be revoked effective **Friday, July 10, 2026**. As such, the Subject Property may no longer be used for automotive repair, and any storage of vehicles, equipment, and/or other personal property must comply with current City Code. Note that there are numerous violations present that must be addressed.

Per City Code Section 125-24(b)(4), if you wish to appeal the revocation of the Conditional Use Permit, a written request for a public hearing must be received by 4:30 PM on Thursday, July 9, 2026. A written appeal and request for a public hearing must be delivered to Rogers City Hall or sent by first class mail. Rogers City Hall is located at 22350 S. Diamond Lake Rd, Rogers, MN 55374.

Sincerely,



Brett Angell
Community Development Director

CC: Alec Henderson, City Planner;
Captain Jeff Beck;
Bob Vose, City Attorney;
Steve Stahmer, City Administrator



August 26, 2026

Jeffrey A Lloyd
20775 Territorial Road
Maple Grove, MN 55311

Re: CUP Revocation Appeal Hearing – City Council Direction – 20775 Territorial Rd

Mr. Lloyd,

This letter is in follow-up to the Conditional Use Permit (CUP) revocation appeal hearing that took place on Tuesday, August 25th, 2026, beginning at 4:00 PM at the Rogers Community Room. Council provided directions related to required items that must occur for the existing CUP to remain valid. Per City Council direction, the CUP is allowed to continue subject to the submission of an adequate and approved compliance plan within ten (10) days from the hearing date and the corrective actions being completed within 60 days. If proper actions are not taken the CUP will be revoked.

The following steps must be taken by yourself:

1. Submission and acceptance of a written compliance plan detailing the exact steps that will be taken to bring your properties into compliance with the recorded CUP and city code, along with a prompt timeline for those steps to occur. The approved compliance plan will be required to be signed by yourself.
2. Scheduling of bi-weekly inspections to detail progress steps being made. Inspections must be scheduled at least 48 hours prior to the inspection date.
3. Submission of an escrow deposit and entering into an escrow agreement to pay for well water testing in the area.

Please note that the compliance plan as detailed in item 1 above must be accepted by Friday, September 4th. It is recommended that an initial draft be submitted for review by Wednesday, September 2nd for the chance of comment and changes as deemed necessary by staff. It is also important to note that the compliance must meet the recorded CUP conditions, including the number of vehicles stored.

Submission of the compliance plan can be submitted via email to myself at bangell@rogersmn.gov or delivered via paper to Rogers City Hall at 22350 S Diamond Lake Rd, Rogers, MN 55374. Inspections should be scheduled via email above or via phone call at 763-428-0915.

Sincerely,

A handwritten signature in black ink, appearing to be 'Brett Angell', with a stylized, cursive script.

Brett Angell
Community Development Director
City of Rogers

CC: Bob Vose, City Attorney
Steve Stahmer, City Administrator
Dan Wills, Police Chief



STAFF REPORT

ROGERS CITY COUNCIL

Meeting Date: September 22, 2026

Agenda Item: 5.10

Subject: Approve Job Description: Paid-on-Call Firefighter/Chaplain

Prepared By: Patrick Farrens, Fire Chief

Recommended Council Action

Approve Job Description: Paid-on-Call Firefighter/Chaplain

Overview / Background / Analysis

The Fire Department proposes creating a Firefighter/Chaplain position to provide dedicated, peer-based spiritual, emotional, and critical-incident support to department members, their families, and as an on-scene resource as needed. The position would be filled from within the existing ranks, allowing the department to utilize an individual who already understands the culture, demands, and operational environment of the fire service.

Firefighters routinely encounter traumatic events, serious injuries, fatalities, and other high-stress situations that can affect personnel both professionally and personally. A department chaplain provides an additional, confidential resource firefighters can access after critical incidents, during times of personal difficulty, or when they need support for themselves or their families.

Creating a formal Firefighter/Chaplain position establishes clear expectations, qualifications, responsibilities, and boundaries for the role while ensuring the chaplain remains integrated into the department's operational culture. Because the position originates within the ranks, the individual will already have established relationships and credibility with department members, making it easier for personnel to seek assistance when needed. The position would complement—not replace—professional mental health services, employee assistance programs, or other existing resources. The Firefighter/Chaplain would serve as an additional point of connection, helping personnel identify and access appropriate resources when issues exceed the chaplain's scope.

Key objectives include:

Provide accessible peer and chaplain support to firefighters and their families.

Establish a formal department resource following critical or traumatic incidents.

Strengthen firefighter resilience, wellness, and organizational support.

Provide appropriate support during line-of-duty deaths, serious injuries, and significant department events.

Connect personnel with qualified professional resources when they need additional assistance.

Formalize an existing capability within the department through defined training, responsibilities, confidentiality expectations, and accountability.

Staff Recommendation

Approve Job Description: Paid-on-Call Firefighter/Chaplain

Financial Impact: N/A

Source Fund:

Budgeted? N/A

Supporting Documentation

A. RFD Paid-on-Call Firefighter-Chaplain Job Description 2026



JOB DESCRIPTION



Position Title: Paid-on-Call Firefighter/Chaplain

Department: Fire

Accountable to: Fire Chief and Station Officers

Positions Supervised: None

Position Summary:

Protects life and property by performing firefighting, emergency medical services, rescue, hazardous materials, and fire prevention duties. Participates in training and maintenance activities and provides public fire and safety education training.

Serves as a Fire Department Chaplain by providing spiritual, emotional, and peer-support services to members of the Fire Department and, when appropriate, members of the public involved in emergency incidents. Provides a compassionate and professional presence during critical incidents, serious injuries, fatalities, death notifications, significant traumatic events, and other situations in which chaplain services may be beneficial.

The Firefighter/Chaplain shall support the overall health, resilience, morale, and welfare of department members while maintaining appropriate confidentiality, professional boundaries, and respect for individuals of all faiths, beliefs, and backgrounds. The Firefighter/Chaplain does not replace licensed mental health professionals, medical personnel, clergy, or other specialized service providers and shall make appropriate referrals when circumstances exceed the scope of chaplain services.

The Firefighter/Chaplain serves as both a fully participating member of the fire department and a designated chaplain resource. Firefighting, emergency response, training, and other firefighter responsibilities remain subject to the same department requirements applicable to other members. Traditional pastoral duties are without derogation from responsibilities relating to firefighting, emergency response, and training.

SUPERVISION RECEIVED AND EXERCISED

Work is performed independently and under the direction of fire department officers.

Chaplain-related activities shall be performed under the general direction of the Fire Chief or designee. The Firefighter/Chaplain shall coordinate chaplain responses and department wellness activities with the Fire Chief and appropriate department officers.

Essential Functions:

Firefighter Responsibilities

- Responds to emergency incidents within their assigned district, meeting minimum participation requirements.
- Participates in fire prevention and safety education activities as assigned.
- Participates in departmental and other required training activities and meets minimum participation and competency verification requirements as required by the RFD handbook.
- Participates in station and apparatus maintenance activities as assigned.
- Performs firefighting, rescue, emergency medical, hazardous materials, fire prevention, and other emergency response duties consistent with training and certification.
- Perform other duties assigned to members of the Rogers Fire Department.

Chaplain Responsibilities

- Provides a professional, compassionate, and supportive presence to firefighters, officers, department personnel, and their families during times of crisis, grief, trauma, illness, injury, death, or other significant personal or professional events.
- Responds to emergency scenes when requested by the Fire Chief, incident commander, or other authorized department representatives when chaplain services may benefit department personnel, victims, or families.
- Provides support during serious injury and fatality incidents, including assistance with family support and death notifications when requested and when appropriately trained.
- Provides or coordinates appropriate spiritual and emotional support for victims, family members, and emergency responders while respecting individual beliefs, religious preferences, and personal boundaries.
- Provides non-denominational support unless an individual specifically requests assistance from a particular faith tradition.
- Assists department members and their families with locating and accessing clergy, spiritual leaders, counselors, behavioral health professionals, employee assistance resources, crisis services, or other appropriate community resources.
- Maintains a current list of community clergy, spiritual-care providers, mental health resources, crisis services, funeral homes, hospitals, and other support resources appropriate for referral.
- Provides support to department members following critical incidents, line-of-duty injuries, serious illness, deaths, major disasters, or other significant events.
- Participates, when requested, in critical incident response, peer-support, employee wellness, or post-incident support activities.
- Assists with department member funerals, memorial services, line-of-duty death ceremonies, and other ceremonial activities when requested by the Fire Chief or department member's family.
- May assist with weddings, baptisms, blessings, funerals, memorials, or other religious or ceremonial services when specifically requested and when consistent with the Chaplain's qualifications, beliefs, and applicable department policies.

- Provides or coordinates appropriate spiritual care for department members who request such services.
- Supports department members and their families during extended hospitalization, rehabilitation, or other significant medical or personal events when requested.
- Provides confidential, compassionate listening and supportive conversation to department members.
- Recognizes signs that an individual may require professional behavioral health, medical, substance-use, or crisis intervention services and facilitates appropriate referral.
- Maintains appropriate professional boundaries and does not attempt to diagnose, treat, or provide professional counseling outside the Chaplain's training and qualifications.
- Does not interfere with the incident command system, emergency operations, investigations, medical treatment, or other operational responsibilities.
- Maintains appropriate confidentiality concerning information learned while performing chaplain duties, except when disclosure is required by law, department policy, or necessary to address an immediate threat to safety.
- Maintains appropriate documentation of chaplain activities as required by department policy while protecting confidential information and personal privacy.
- Provides education and awareness to department members regarding available wellness, spiritual-care, peer-support, and community resources.
- Participates in department training and professional development related to chaplaincy, crisis intervention, suicide prevention, grief and bereavement, critical incident response, behavioral health, peer support, and responder wellness.
- Promotes a culture of respect, compassion, inclusion, and support within the fire department.
- Performs other chaplain-related duties as assigned by the Fire Chief.

MARGINAL FUNCTIONS

1. Performs other related duties as apparent or assigned.
2. Assists with department ceremonies, memorials, community events, and other activities when requested.
3. Assists with development and maintenance of department member support and referral resources.

Knowledge, Skills, and Abilities:

Communications: Must be able to quickly and accurately gather pertinent information and be able to communicate this information professionally and precisely to the proper recipient. Must possess exceptional listening and communication skills and be able to communicate effectively with individuals experiencing grief, trauma, stress, crisis, or emotional distress. Must be able to communicate appropriately with individuals from diverse religious, cultural, personal, and philosophical backgrounds. Initial communication should take place within 8 hours of an identified incident. Follow up communication should take place within 4 hours of receiving communication from a recipient unless an extended communication path has been pre-identified. Department approved means of communication should be used for all written correspondence.

Decision Making: Must act in a decisive manner using good judgment. Must be able to effectively interpret the policies and objectives of the department. Must recognize when a situation exceeds the scope of chaplain services and promptly seek assistance from the Fire Chief, medical professionals, behavioral health professionals, clergy, or other appropriate resources.

Interpersonal Relationships: Must be consistent in dealing with people, must be sensitive to others' problems and concerns without direct involvement, must exclude personal biases from work performance, must have the ability to accept criticism and/or discipline, must have tact and diplomacy, and must strive to promote a cooperative atmosphere in the department. Must demonstrate empathy, compassion, active listening, emotional maturity, discretion, and respect for differing religious and personal beliefs.

Professional Attitude: Must have a commitment to the organization, willingness to take initiative, dependability, maturity, and self-confidence. Must represent the organization to other agencies, staff, citizens, victims, families, and community partners with a courteous, helpful, accurate, and business-like attitude in all contact. Must establish and maintain successful working relationships with those contacted during work. The Firefighter/Chaplain shall not use the position to promote or solicit participation in a particular religion, denomination, political organization, or personal cause.

Quality of Work: Demonstrates by personal example the highest standard of conduct and performance.

Technical Knowledge: Must have knowledge of modern fire suppression techniques, fire prevention, and emergency medical services principles, procedures, and equipment. Must have the ability to communicate verbally and in writing effectively. Must demonstrate or develop knowledge of:

- Fire service culture and responder wellness.
- Grief, bereavement, and loss.
- Crisis intervention principles.
- Critical incident response.
- Stress and trauma experienced by emergency responders.
- Suicide prevention and intervention resources.
- Peer support principles and appropriate professional boundaries.
- Community behavioral health and social service resources.
- Spiritual care and culturally appropriate support.
- Confidentiality and ethical considerations applicable to chaplain services.

Physical Abilities, Tools and Equipment Used: Must have knowledge of fire service tools and equipment. Requires good physical and sensory skills for exposure to potentially hazardous conditions at fires, accidents, and on-site inspections. Must frequently lift and/or move up to 10 pounds and occasionally lift and/or move more

than 100 pounds. Must be physically capable of completing the firefighter physical ability test on an ongoing basis. The physical requirements of the Firefighter/Chaplain position remain the same as those established for members of the Rogers Fire Department.

Minimum Requirements:

- Graduation from high school or GED equivalent.
- Possess a valid State driver's license; no felony convictions or disqualifying criminal history within the past ten years; U.S. citizen.
- This position requires responding after hours, on weekends and holidays.
- Must be eighteen (18) years old or older at the time of hire and meet the RFD residence requirements set in the RFD handbook.
- Ability to read and write in the English language.

The existing job description establishes these requirements for the firefighter position.

Certification or License:

Firefighter Certifications

- Certification as a Firefighter I and II
- Certification in Hazardous Material Operations or higher meeting NFPA #472
- First responder or higher certification meeting Minnesota EMS Regulatory Board standards
- Certification as a Fire Apparatus Operator meeting NFPA #1002 standards
- Completion of assigned fire academy and orientation workbook.
- National Incident Management System:
 - IS-100: Introduction to the Incident Command System (ICS).
 - IS-200: ICS for Single Resources and Initial Action Incidents.
 - IS-700: Introduction to the National Incident Management System.
 - IS-800: National Response Framework, An Introduction.
- Completion of departmental onboarding handbook.

These firefighter certification requirements remain consistent with the existing position description.

Chaplain Training and Professional Development

The Firefighter/Chaplain shall complete department-approved chaplain and responder-wellness training within a timeframe established by the Fire Chief.

Training should include, at minimum:

- Fire service chaplaincy fundamentals.
- Crisis intervention and crisis communication.
- Grief and bereavement support.
- Critical incident response.
- Suicide prevention and intervention.
- Firefighter and emergency responder behavioral health.
- Peer-support fundamentals and appropriate boundaries.

- Confidentiality and ethical considerations.
- Death notification principles.
- Family assistance and victim support.
- Cultural and religious competency.
- Referral and resource identification.
- Appropriate interaction with hospitals, funeral homes, clergy, behavioral health providers, and other support agencies.

The Fire Chief may establish additional training requirements based on department needs, available training, or recognized fire service chaplain standards.

Preferred Certifications:

Firefighter

- Advanced certification in firefighting, rescue, response to hazardous materials incidents, or emergency medical care.
- Associate's degree.

Chaplain

- Formal theological, pastoral, chaplaincy, or equivalent education.
- Ordination, commissioning, licensure, or recognized authorization to serve in a clergy or chaplain capacity from an established faith organization, when applicable.
- Prior experience providing pastoral care, chaplaincy, spiritual care, peer support, crisis response, counseling support, or similar services.
- Fire service, law enforcement, EMS, military, corrections, healthcare, or other public safety experience.
- Completion of recognized fire service chaplaincy training.
- Critical Incident Stress Management (CISM) or comparable critical incident response training.
- Mental Health First Aid, Applied Suicide Intervention Skills Training (ASIST), QPR, or comparable suicide prevention training.
- Peer Support training.
- Experience working with individuals and families experiencing grief, trauma, serious injury, death, or other crisis situations.
- Membership or active participation in a recognized professional chaplaincy or emergency-services chaplain organization.

CHAPLAIN ETHICAL AND PROFESSIONAL EXPECTATIONS

The Firefighter/Chaplain shall:

1. Provide support without discrimination based on religion, denomination, belief system, race, ethnicity, gender, age, disability, or other protected status.
2. Respect the religious, spiritual, philosophical, and personal beliefs of every department member and member of the public.
3. Never use the authority or position of Firefighter/Chaplain to pressure an individual to adopt, practice, or participate in a particular religion or belief system.
4. Provide services in a manner that is voluntary whenever circumstances allow.

5. Respect the individual's right to decline chaplain services.
6. Maintain appropriate confidentiality consistent with applicable law and department policy.
7. Recognize the limits of the chaplain role and refer individuals to appropriately licensed or qualified professionals when necessary.
8. Maintain professional boundaries and avoid conflicts of interest.
9. Refrain from providing clinical diagnosis, psychotherapy, medical treatment, or other professional services for which the Chaplain is not appropriately licensed or qualified.
10. Follow the department's chain of command and Incident Command System during emergency operations.

Maintain the same standards of conduct, professionalism, training, accountability, and operational readiness expected of all Rogers Fire Department members.

WORKING CONDITIONS

Environmental Conditions:

The position will require indoor office work, indoor and outdoor supervision of maintenance and training, and indoor and outdoor response to emergency incidents. Environmental conditions in response to emergencies will have varying climate conditions. The individual may be required to work after appropriate training and with proper equipment in environments that are immediately dangerous to life and health.

The Firefighter/Chaplain may additionally respond to hospitals, residences, funeral homes, places of worship, department facilities, and other locations where chaplain services may be required.

- The work environment described here represents those a firefighter may encounter while performing the job's essential functions.
- While wearing personal protective equipment, which weighs approximately twenty-five pounds, and self-contained breathing apparatus (SCBA), which weighs approximately twenty-five pounds, the firefighter may work in areas that may or may not be protected from the weather.
- The firefighter may work in extreme cold or high temperatures, which may cause marked bodily discomfort or reactions. The firefighter may encounter wet conditions and high humidity as well.
- The firefighter may have to perform rescue and/or lifesaving duties in and around static and moving water where the water depth may be greater than the height of the firefighter.
- The firefighter may have to perform emergency response functions in confined spaces.
- The firefighter may work in environments immediately dangerous to life and health.
 - The environment may include smoke or other toxic conditions, and the firefighter may be exposed to various physical hazards, including unsound structures, moving mechanical and electrical equipment, and working in elevated areas. The firefighter is at risk of exposure to high

- temperatures, low temperatures, radiant energy, toxic chemicals, radioactive materials, biological agents, and explosives.
- Frequently encounters noise and/or vibration exceeding 80 decibels (constant or intermittent).

Physical Conditions: The physical requirements of the Firefighter/Chaplain position are the same as those established for the Paid-on-Call Firefighter position and are not reduced or modified because of the chaplain assignment.

The position requires the physical abilities necessary to maintain employment as a member of the Rogers Fire Department, including lifting/carrying, grasping, reaching, bending, twisting, climbing, balancing, crawling, kneeling, squatting, vision, hearing, speech, and fine motor abilities.

The Firefighter/Chaplain must remain capable of performing assigned firefighter duties and completing the required firefighter physical ability test on an ongoing basis.

(not an all-inclusive list, but the following are the minimum abilities required to maintain employment as a member of the RFD)

1. Lifting/Carrying:
 - Ground to Waist Level- 100 pounds.
 - Dragging/removing fire victims.
 - Advancing hose lines at fires.
 - Carrying fans, rescue tools, and foam containers.
 - Waist to Shoulder Level- 50 pounds.
 - Opening and closing hydrant valves.
 - Making hose connections.
 - Lifting/carrying ladders, hose bundles, and other equipment.
 - Above Shoulders- 35 pounds.
 - Placing ladders against buildings.
 - Pulling ladder halyard to extend ladders.
 - Using an axe and other equipment to ventilate a structure during a fire.
 - Lifting equipment onto fire apparatus.
2. Firm Grasp:
 - Carrying items of substantial weight, i.e., fans, rescue equipment, foam containers.
 - Using axes or sledgehammers.
 - Using hydrant wrenches.
 - Dragging victims or hose lines.
 - Pulling ladder rope halyards or using rope to lift objects.
3. Simple Grasp:
 - Carrying items, i.e. ladders, hose bundles, hose rolls, and various equipment.
4. Reaching, Bending, Twisting:

- Picking up and carrying ladders, hoses, and other fire and rescue equipment.
 - Raising ladders against a structure.
 - Opening hydrants.
 - Connecting hose lines.
 - Using axes, sledgehammers, and rescue tools.
 - Must be capable of reaching and extending the hands and/or arms in any direction.
5. Climbing and/or Balancing:
- Ascending or descending ladders, stairs, scaffolds, and ramps, using feet and legs and/or hands and arms.
 - Must be able to balance and have the ability to steady oneself and keep from falling when walking, standing, crouching, or crawling on narrow, slippery, or erratically moving surfaces.
 - Must be capable of applying a leg lock with either leg upon a ground ladder to provide a safe anchor when operating hose lines or performing rescue work.
6. Crawling, Kneeling, Squatting:
- Advancing hose lines in fire situations.
 - Searching for and removing fire victims.
 - Picking up and moving ladders, hoses, and other fire and rescue equipment from the ground.
7. Vision:
- Normal vision, with or without correction, requires both near and far acuity, depth perception, field of vision, and focus. Must be able to distinguish colors.
8. Hearing:
- Normal hearing is needed; firefighters must be able to discriminate among similar sounds in environments with significant background noise.
9. Speech:
- Must be able to communicate effectively with others in stressful conditions and while wearing a self-contained breathing apparatus (SCBA).
10. Touching, Feeling, and Using Fingers:
- Must be able to discriminate differences in items by feeling and manipulating items such as SCBA valves, apparatus controls, alarm panel controls, nozzle controls, and tie knots in ropes. Must be able to determine the difference between hot and cold.



STAFF REPORT

Meeting Date: September 22, 2026

ROGERS CITY COUNCIL

Agenda Item: 5.11

Subject: Approve Change Order Nos. 5, 6, and 7 for Fletcher Bypass, City Project No. 1409

Prepared By: Mike Albers, Assistant City Engineer

Recommended Council Action

Motion to Approve Change Order Nos. 5, 6, and 7 for Fletcher Bypass, City Project No. 1409

Overview / Background / Analysis

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

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

On July 14, 2026, the City Council approved Change Order No. 2, 3, and 4 in the amount of \$613,604.86, increasing the contract amount to \$6,796,282.64.

The attached Change Order Nos. 5, 6, and 7 were necessary during construction of the street and utility improvements for the Fletcher Bypass project.

- Change Order No. 5 in the amount of \$1,873.61 is for an additional 4-inch Schedule 80 conduit sleeve required for the proposed fiber line crossing beneath the BNSF railroad tracks, in accordance with the approved railroad permit. The two proposed 1.25-inch conduits required for Hennepin County's fiber installation will be installed within the 4-inch conduit sleeve. This cost will be funded by the County.
- Change Order 6 in the amount of \$1,270.20 is for a 4-inch Schedule 40 PVC conduit required to provide future irrigation access within the roundabouts at Territorial Road and CSAH 81. This cost will be funded by the City.

- Change Order 7 in the amount of \$3,306.24 is for addressing poor-quality underlying soils within the Fletcher Ln/Territorial Rd roundabout. The pipe trenches were backfilled with Class 6 aggregate to the proposed subgrade. The work included excavation and disposal of the unsuitable material, hauling, and replacement with Class 6 aggregate to provide a stable foundation for the planned improvements. The cost will be split 50/50 between the City and County funding.

The combined amount of Change Order Nos. 5-7 is \$6,450.05 increasing the contract amount from \$6,796,282.64 to \$6,802,732.69. The cumulative value of Change Order Nos. 1-7 is \$678,054.91 which represents an increase of 11.07 percent over the original contract amount. The cost of Change Order Nos. 1-4, and 7 will be split 50/50 between the City and County funding in accordance with the project funding agreement. The cost Change Order No. 5 will be funded by the County. The cost of Change Order No. 6 will be funded by the City.

Staff Recommendation

Motion to Approve Change Order Nos. 5, 6, and 7 for Fletcher Bypass, City Project No. 1409

Financial Impact: \$6,450.05

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

Budgeted? Yes

Supporting Documentation

- A. Fletcher Bypass - Change Order 5
- B. Fletcher Bypass - Change Order 6
- C. Fletcher Bypass - Change Order 7



SP 238-020-007, 238-137-001, SP 027-716-012	Minn. Project No. CDS 2724 (170)	Change Order No. 5
Project Location: Fletcher Bypass Project		
Local Agency: City of Rogers	Local Project No. 1409	
Contractor: C.S. McCrossan Construction, Inc.	Contract No.	
Contractor Address: 7865 Jefferson Highway Maple Grove, MN 55369		
Total Change Order Amount: \$1,873.61		

Issue:

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

The Engineer, in coordination with the City of Rogers, Hennepin County, and the Contractor, agree that a 4-inch Schedule 80 conduit sleeve is required for the proposed fiber line crossing beneath the BNSF railroad tracks in accordance with the approved railroad permit. The two proposed 1.25-inch conduits required for Hennepin County's fiber installation will be installed within the 4-inch conduit sleeve. The location of the crossing, along with the splice pits located on each side of the railroad tracks, will be documented in the project as-built records.

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

Contract Time: is not changed

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

Group/Funding Category**	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
Non-Participating / Hennepin County (2021000) - Group 3	1402.601	FORCE ACCOUNT	L S	\$1,873.61	1	\$1,873.61
Net Change this Change Order						\$1,873.61

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

Contractor:

Date:

9/9/26

Print Name:

Grant Kuhl

Phone:

563 - 210 - 2544

Project Engineer:

Date:

9/2/2026

Print Name:

Paul Kyle

Phone:

612-360-1310

City of Rogers:

Date:

9/16/2026

Print Name:

Mike Albers

Phone:

763-428-8580



Hennepin County: Nariman Vanaki Date: 9/11/2026

Print Name: Nariman Vanaki Phone: _____

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

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

District State Aid Engineer: _____ Date: _____



SP 238-020-007, 238-137-001, SP 027-716-012	Minn. Project No. CDS 2724 (170)	Change Order No. 6
Project Location: Fletcher Bypass Project		
Local Agency: City of Rogers	Local Project No. 1409	
Contractor: C.S. McCrossan Construction, Inc.	Contract No.	
Contractor Address: 7865 Jefferson Highway Maple Grove, MN 55369		
Total Change Order Amount: \$1,270.20		

Issue:

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

The Engineer, in coordination with the City of Rogers, Hennepin County, and the Contractor, agreed that a 4-inch Schedule 40 PVC conduit is required to provide irrigation access within the roundabouts at Territorial Road and CSAH 81. The locations of these conduits will be documented in the project as-built records.

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

Contract Time: is not changed

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

Group/Funding Category**	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
Non-Participating / Local City of Rogers (1409) - Group 4	2503.503	4" PVC PIPE SEWER	L F	\$8.70	146	\$1,270.20
Net Change this Change Order						\$1,270.20

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

Contractor:  Date: 9/3/26

Print Name: Grant Kuhl Phone: 9/3/26

Project Engineer:  Date: 9/2/2026

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

City of Rogers:  Date: 9/16/2026

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

Hennepin County:  Date: 9/9/2026

Print Name: Nariman Vanaki Phone: 612-596-0291



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

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

District State Aid Engineer: _____ Date: _____

SP 238-020-007, 238-137-001, SP 027-716-012	Minn. Project No. CDS 2724 (170)	Change Order No. 7
Project Location: Fletcher Bypass Project		
Local Agency: City of Rogers	Local Project No. 1409	
Contractor: C.S. McCrossan Construction, Inc.	Contract No.	
Contractor Address: 7865 Jefferson Highway Maple Grove, MN 55369		
Total Change Order Amount: \$3,306.24		

Issue:

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

The Engineer, in coordination with the City of Rogers, Hennepin County, and the Contractor, agreed due to the poor quality of the underlying soils within the Fletcher Ln/Territorial Rd roundabout the pipe trenches are to be backfilled with class 6 to the proposed subgrade. The work includes excavation and disposal of the unsuitable material, hauling, and replacement with Class 6 to provide a stable foundation for the planned improvements. Locations of different types of fills will be documented in the project as-builts.

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

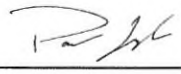
Contract Time: is not changed

Estimate Of Cost: (Include any increases or decreases in contract items, any negotiated or force account items.)						
Group/Funding Category**	Item No.	Description	Unit	Unit Price	+ or - Quantity	+ or - Amount \$
Federal Eligible / SP 238-020-007 & 027-716-012 - Group 1	2118.507	AGGREGATE SURFACING (CV) CLASS 6	C Y	\$45.92	72	\$3,306.24
Net Change this Change Order						\$3,306.24

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

Contractor:  Date: 9/3/26

Print Name: Grant Kuhl Phone: 9/3/26

Project Engineer:  Date: 9/2/2026

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

City of Rogers:  Date: 9/16/2026

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

Hennepin County:  Date: 9/9/2026

Print Name: Nariman Vanaki Phone: 612-596-0291



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

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

District State Aid Engineer: _____ Date: _____



STAFF REPORT

Meeting Date: September 22, 2026

ROGERS CITY COUNCIL

Agenda Item: 5.12

Subject: Approve Position Description and Authorize Advertising for Civil/Water Resources Engineer

Prepared By: Mike Albers, Assistant City Engineer

Recommended Council Action

Motion to Approve Position Description and Authorize Advertising for Civil/Water Resources Engineer

Overview / Background / Analysis

The approved 2026 Public Works budget includes funding for a new Civil/Water Resources Engineer position.

Previously, the City's water resources-related responsibilities were overseen by the Public Works Superintendent, who possessed a background in water resources and resigned from the City in March 2025. The need for this position was presented to the City Council during the August 6, 2025, Budget Work Session. The proposed Civil/Water Resources Engineer is a new position intended to provide dedicated engineering and water resources expertise to support the City's Public Works operations and development-related activities. The Civil/Water Resources Engineer position is anticipated to be largely self-funded through charges associated with development escrows and public improvement projects. Staff has completed the proposed job description and is seeking City Council approval to establish the position and authorize staff to advertise and recruit for the position.

Staff Recommendation

Motion to Approve Position Description and Authorize Advertising for Civil/Water Resources Engineer

Financial Impact: \$84,434.00 to General Fund **Source Fund:** Multiple Fund

Budgeted? Yes

Supporting Documentation

A. Civil/Water Resources Engineer - Position Description

CITY OF ROGERS**Job Description**

Title: Civil/Water Resources Engineer	FLSA Status: Exempt
Department: Engineering	Position Status: Regular Full-Time
Accountable To: Public Works Director/City Engineer	Salary Grade: 14
Supervision of Others: None	Revision Date: February 2026

POSITION SUMMARY

This position serves as the Civil/Water Resources Engineer for the city of Rogers. The role is primarily focused on stormwater and water resource engineering for city and development projects, while also assisting with general civil engineering activities related to municipal infrastructure improvements. The ideal candidate will plan, design, and manage projects involving stormwater management, flood control, water supply, and wastewater systems, as well as streets, utilities, and other public improvements.

ESSENTIAL DUTIES AND RESPONSIBILITIES

Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions. Essential functions listed below are intended as illustrations of the various types of work that may be performed. The omission of specific duties does not exclude them if the work is similar, related or a logical assignment to the position.

- Design and analyze stormwater management systems, drainage networks, detention/retention basins, and flood control structures
- Perform hydrologic and hydraulic modeling using industry-standard software (e.g., HEC-RAS, HEC-HMS, SWMM, Civil 3D)
- Conduct watershed and floodplain studies in compliance with local, state, and federal regulations
- Design and review municipal infrastructure projects including roadways, sanitary sewer, stormwater, water distribution, and utility systems
- Prepare engineering reports, technical specifications, cost estimates, and construction drawings for general civil engineering projects
- Prepare and review grading plans, erosion control plans, and pavement design for city projects and private developments
- Review public and private improvement plans for compliance with city standards and specifications.
- Coordinate with regulatory agencies for permitting and environmental compliance
- Support water supply planning, groundwater modeling, and water distribution system analysis
- Oversee construction activities and provide engineering support during implementation
- Collaborate with multidisciplinary teams including environmental scientists, planners, and civil engineers

- Evaluate climate resilience and sustainable water management strategies
- Assists in the preparation and updating of the five-year capital improvements program for sanitary sewer, water, storm drainage, street system, parks, trails and other public improvement projects.
- Responsible for the review of development proposals, proposed subdivisions, proposed lot divisions, combinations, easement vacations, proposed plats and proposed special land uses.
- Represents the City at preconstruction, construction progress, neighborhood and Elm Creek Watershed meetings.
- Responsible for field inspection and verification of compliance with construction documents for all active construction and reconstruction projects, grading permits, particularly upon release of a project's financial security.
- Assist with processing permit applications from other governmental agencies, public utilities, private contractors, and other parties proposing to work on public rights-of-way, public easements or other public property.
- Responsible for reviewing and maintaining up to date As-Built drawing records from completed public improvement projects.
- Works closely with the planning and public works departments to provide technical engineering as assistance in the review of subdivision plats and other proposed developments.

OTHER JOB FUNCTIONS

- Consults with the Public Works Director and Assistant City Engineer regarding the assignment of personnel for efficient and effective operations.
- Communicate engineering data on projects, construction, and permit related activities to boards and commissions, agencies, consulting engineers, contractors, developers, and the general public.
- Represents the engineering department at meetings, as appropriate or directed.
- Serves as liaison to the public regarding public construction and permit activities and responds to requests for information.
- Provides assistance to other departments.
- Performs other duties and assumes responsibilities as apparent or assigned.

MINIMUM QUALIFICATIONS

- Bachelor's degree in civil engineering, environmental engineering, water resources or related field
- Professional Engineer (PE) license preferred (or ability to obtain within a specified timeframe)
- 3–7+ years of experience in water resources engineering (level may vary by position)
- Proficiency in hydrologic and hydraulic modeling software
- Strong knowledge of stormwater and wetland regulations, floodplain management, and permitting processes
- Excellent analytical, problem-solving, and communication skills

DESIRED QUALIFICATIONS

- Master's degree in water resources or related discipline
- Experience with GIS software and data analysis tools
- Knowledge of green infrastructure and low-impact development (LID) practices
- Experience working with public agencies or municipal clients
- Certification as a wetland delineator

COMMON PERFORMANCE STANDARDS

Communications

- Must have the ability to actively listen to others for understanding of their needs and situations
- Must be able to speak and write English clearly
- Must be able to read and understand correspondence, memoranda and directives

Interpersonal Relationships

- Must be consistent in dealing with people
- Must be sensitive to others' problems and concerns without direct involvement
- Must exclude personal biases from work performance
- Must have the ability to accept criticism and/or discipline
- Must have tact and diplomacy
- Must strive to promote a cooperative atmosphere in the department
- Must have a positive attitude

Professional Attitude

- Must have commitment to the organization, willingness to take initiative, dependability, maturity in relationships with others, and self-confidence
- Must represent the organization to other agencies, staff and citizens with a courteous, helpful, accurate and business-like attitude in all forms of contact.

Quality of Work

- Must be able to produce quality, accurate work
- Must be able to detect and correct errors
- Must be able to utilize work time properly and productively
- Must have the ability to maintain records in an accurate and accessible manner

Knowledge of:

- Thorough knowledge of the principles and practices of all aspects of civil engineering as related to work within a municipality.

Skilled in:

- Ability to clearly communicate concepts, explanations and recommendations in oral and written form.
- Design, planning, and review of proposed street and utility projects from a constructability and maintenance standpoint.

Ability to:

- Establish and maintain effective working relationships and communication with Public Works Director and Assistant City Engineer, other city employees, city officials, citizens, and governmental agencies.

WORK ENVIRONMENT

1. Field and office environment, exposure to computer screens and inclement weather conditions.
2. Works in city parks, streets, municipally owned, and private properties in a variety of weather conditions.



STAFF REPORT

Meeting Date: September 22, 2026

ROGERS CITY COUNCIL

Agenda Item: 5.13

Subject: Approve Payment No. 2 and Final for Arthur Street Utility Improvements, City Project No. 1714

Prepared By: Mike Albers, Assistant City Engineer

Recommended Council Action

Motion to Approve Payment No. 2 and Final for Arthur Street Utility Improvements, City Project No. 1714

Overview / Background / Analysis

On February 13, 2024, the City Council awarded a contract to Northern Lines Contracting for the Arthur Street Utility Improvements, City Project No. 1714, in the amount of \$320,206.76. The Arthur Street Utility Improvements included a gravity sewer extension northerly from 129th Avenue to 620' north of 129th Avenue and gravity sewer and watermain extension southerly from Fawn Trail to 650' south of Fawn Trail.

Payment No. 2 and Final in the amount of \$18,823.18 brings the total contract costs to \$301,326.10 which is \$18,880.66 under the contract amount. The total project costs with engineering, administration and legal is \$345,782.67, which is \$24,217.33 or 6.5% under budget.

Staff Recommendation

Motion to Approve Payment No. 2 and Final for Arthur Street Utility Improvements, City Project No. 1714

Financial Impact: \$345,782.67

Source Fund: 405, 406

Budgeted? Yes

Supporting Documentation

A. Payment No 2 FINAL

APPLICATION AND CERTIFICATE FOR PAYMENT

FROM CONTRACTOR:
Northern Lines Contracting, Inc.
11039 Lamont Ave NE
Hanover, MN 55341

TO OWNER:
City of Rogers
22350 South Diamond Lake Road
Rogers, MN 55374

APPLICATION #: 2 - Final
FOR PERIOD ENDING : April 1, 2026

CONTRACT FOR: Arthur Street Utility Extension

CONTRACT DATE: February 13, 2024
PROJECT NOS: 1714

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.

1. ORIGINAL CONTRACT SUM.	\$	320,206.76
2. Net change by Change Orders.	\$	-
3. CONTRACT SUM TO DATE (Line 1 +/- 2).	\$	320,206.76
4. TOTAL COMPLETED & STORED TO DATE		
a. Completed Work to Date	\$	301,326.10
b. Stored Materials to Date	\$	-
c. Total Completed & Stored (Line 4a + 4b).	\$	301,326.10
5. RETAINAGE:		
a. _____ of Completed Work	\$	-
b. _____ of Stored Materials	\$	-
c. Total Retainage (Line 5a + 5b).	\$	-
6. TOTAL EARNED LESS RETAINAGE.	\$	301,326.10
(Line 4c less Line 5c Total)		
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT		
(Line 6 from prior Certificate).	\$	282,502.92
8. CURRENT PAYMENT DUE.	\$	18,823.18
9. BALANCE TO FINISH, INCLUDING RETAINAGE		
(Line 3 less Line 6).	\$	-

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown therein is now due.

CONTRACTOR: Northern Lines Contracting, Inc.

Title:

Project Manager

Date:

4-21-26

Rachel E. [Signature]

Signature

CERTIFICATE FOR PAYMENT

This is to certify that the items of work shown in this Application for Payment have been actually furnished for the work comprising the above mentioned project in accordance with the plans and specifications and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

Project Manager/Inspector
City of Rogers

Public Works Director
City of Rogers

Date:

Date:

AMOUNT CERTIFIED

\$ 18,823.18

PAY REQUEST NO. 2 - FINAL																						
ARTHUR STREET UTILITY EXTENSION CITY PROJECT NO. 1714 FOR THE PERIOD ENDING APRIL 1, 2026			CONTRACT				PROJECT TOTAL				STORM SEWER (1714)				WATER MAIN (1714)				SANITARY SEWER (1714)			
							CURRENT		TOTAL TO DATE		CURRENT		TOTAL TO DATE		CURRENT		TOTAL TO DATE		CURRENT		TOTAL TO DATE	
NO.	ITEM. NO.	ITEM DESCRIPTION	QTY	UNITS	UNIT COST	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT	QTY	AMOUNT
1	2021.501	MOBILIZATION	1.00	LUMP SUM	\$25,000.00	\$25,000.00			1.00	\$25,000.00			0.03	\$750.00			0.26	\$6,500.00			0.71	\$17,750.00
2	2101.502	CLEARING	4	EACH	\$525.00	\$2,100.00			4.00	\$2,100.00											4.00	\$2,100.00
3	2101.502	GRUBBING	4	EACH	\$525.00	\$2,100.00			4.00	\$2,100.00											4.00	\$2,100.00
4	2104.503	SAWING BITUMINOUS PAVEMENT (FULL DEPTH)	217	LIN FT	\$3.00	\$651.00			263.00	\$789.00							58.00	\$174.00			205.00	\$615.00
5	2104.503	REMOVE CURB AND GUTTER	115	LIN FT	\$3.00	\$345.00			115.00	\$345.00			115.00	\$345.00								
6	2104.504	REMOVE BITUMINOUS PAVEMENT	288	SQ YD	\$3.00	\$864.00			373.00	\$1,119.00							97.00	\$291.00			276.00	\$828.00
7	2104.601	SALVAGE AND REINSTALL LANDSCAPE STRUCTURES	1.00	LUMP SUM	\$1,000.00	\$1,000.00			1.00	\$1,000.00							0.50	\$500.00			0.50	\$500.00
8	2106.507	EXCAVATION - COMMON (P)	659	CU YD	\$18.00	\$11,862.00			659.00	\$11,862.00							306.00	\$5,508.00			353.00	\$6,354.00
9	2106.507	EXCAVATION - SUBGRADE	25	CU YD	\$18.00	\$450.00																
10	2106.507	SELECT GRANULAR EMBANKMENT (CV) (P)	151	CU YD	\$27.00	\$4,077.00			151.00	\$4,077.00							50.20	\$1,355.40			100.80	\$2,721.60
11	2108.504	GEOTEXTILE FABRIC TYPE 5	288	SQ YD	\$1.50	\$432.00			288.00	\$432.00							97.00	\$145.50			191.00	\$286.50
12	2123.61	SKID LOADER	10	HOURL	\$150.00	\$1,500.00																
13	2123.61	STREET SWEEPER (WITH PICKUP BROOM)	10	HOURL	\$150.00	\$1,500.00																
14	2130.523	WATER	10	MGAL	\$150.00	\$1,500.00																
15	2211.507	AGGREGATE BASE (CV) CLASS 5	50	CU YD	\$48.00	\$2,400.00			50.00	\$2,400.00							16.40	\$787.20			33.60	\$1,612.80
16	2301.602	DRILL & GROUT DOWEL BAR (EPOXY COATED)	4	EACH	\$105.00	\$420.00			4.00	\$420.00			4.00	\$420.00								
17	2357.506	BITUMINOUS MATERIAL FOR TACK COAT	16	GAL	\$10.00	\$160.00			16.00	\$160.00							5.50	\$55.00			10.50	\$105.00
18	2360.509	TYPE SP 9.5 WEARING COURSE MIXTURE (3,C) (SPWEA330C)	35.0	TON	\$225.00	\$7,875.00			34.72	\$7,812.00							11.90	\$2,677.50			22.82	\$5,134.50
19	2360.509	TYPE SP 12.5 WEARING COURSE MIXTURE (3,C) (SPWEB330C)	35.0	TON	\$225.00	\$7,875.00			56.78	\$12,775.50							11.90	\$2,677.50			44.88	\$10,098.00
20	2502.503	4" PERF PE PIPE DRAIN	38	LIN FT	\$18.00	\$684.00			38.00	\$684.00			38.00	\$684.00								
21	2503.602	CONNECT TO EXISTING SANITARY SEWER	2	EACH	\$17,500.00	\$35,000.00			1.00	\$17,500.00											1.00	\$17,500.00
22	2503.602	8"X4" PVC WYE	4	EACH	\$240.00	\$960.00			5.00	\$1,200.00											5.00	\$1,200.00
23	2503.603	CLEAN & VIDEO TAPE SEWER PIPE	1,521	LIN FT	\$2.60	\$3,954.60	1,521.00	\$3,954.60	1,521.00	\$3,954.60									1,521.00	\$3,954.60	1,521.00	\$3,954.60
24	2503.603	8" PVC PIPE SEWER	864	LIN FT	\$41.00	\$35,424.00			859.00	\$35,219.00											859.00	\$35,219.00
25	2503.603	4" PVC SANITARY SERVICE PIPE	55	LIN FT	\$31.00	\$1,705.00			65.00	\$2,015.00											65.00	\$2,015.00
26	2503.603	8" DUCTILE IRON PIPE SEWER CL 52	20	LIN FT	\$80.00	\$1,600.00			20.00	\$1,600.00											20.00	\$1,600.00
27	2503.603	8" HDPE PIPE SEWER-DIRECTIONALLY DRILLED	637	LIN FT	\$75.00	\$47,775.00			637.00	\$47,775.00											637.00	\$47,775.00
28	2504.602	REPAIR IRRIGATION SYSTEM - SINGLE FAMILY	2	EACH	\$500.00	\$1,000.00																
29	2504.602	CONNECT TO EXISTING WATERMAIN	1	EACH	\$2,455.00	\$2,455.00			1.00	\$2,455.00							1.00	\$2,455.00				
30	2504.602	HYDRANT	1	EACH	\$6,400.00	\$6,400.00			1.00	\$6,400.00							1.00	\$6,400.00				
31	2504.602	6" GATE VALVE AND BOX	1	EACH	\$2,660.00	\$2,660.00			1.00	\$2,660.00							1.00	\$2,660.00				
32	2504.602	8" GATE VALVE AND BOX	1	EACH	\$3,650.00	\$3,650.00			1.00	\$3,650.00							1.00	\$3,650.00				
33	2504.602	8"X8" WET TAP	1	EACH	\$6,000.00	\$6,000.00			1.00	\$6,000.00							1.00	\$6,000.00				
34	2504.603	8" PVC WATERMAIN	352	LIN FT	\$48.00	\$16,896.00			352.00	\$16,896.00							352.00	\$16,896.00				
35	2504.608	DUCTILE IRON FITTINGS	98	POUND	\$13.00	\$1,274.00			98.00	\$1,274.00							98.00	\$1,274.00				
36	2506.502	CASTING ASSEMBLY	7	EACH	\$1,250.00	\$8,750.00			7.00	\$8,750.00											7.00	\$8,750.00
37	2506.502	CONSTRUCT 8" OUTSIDE DROP	4.0	LIN FT	\$1,400.00	\$5,600.00			4.00	\$5,600.00											4.00	\$5,600.00
38	2506.602	CHIMNEY SEAL	7	EACH	\$250.00	\$1,750.00			7.00	\$1,750.00											7.00	\$1,750.00
39	2506.603	CONSTRUCT 48" DIA SANITARY MANHOLE	87.7	LIN FT	\$500.00	\$43,850.00			87.70	\$43,850.00											87.70	\$43,850.00
40	2531.603	CONCRETE CURB AND GUTTER SURMOUNTABLE	40	LIN FT	\$55.00	\$2,200.00			40.00	\$2,200.00			40.00	\$2,200.00								
41	2535.503	BITUMINOUS CURB	75	LIN FT	\$12.00	\$900.00			104.00	\$1,248.00			104.00	\$1,248.00								
42	2563.601	TRAFFIC CONTROL	1.00	LUMP SUM	\$3,300.00	\$3,300.00			1.00	\$3,300.00			0.03	\$99.00			0.26	\$858.00			0.71	\$2,343.00
43	2573.501	STABILIZED CONSTRUCTION EXIT	1.00	LUMP SUM	\$1,000.00	\$1,000.00																
44	2573.502	STORM DRAIN INLET PROTECTION	5	EACH	\$225.00	\$1,125.00			5.00	\$1,125.00			5.00	\$1,125.00								
45	2573.503	SILT FENCE, TYPE MS	2,103	LIN FT	\$2.25	\$4,731.75			2,103.00	\$4,731.75							749.70	\$1,686.83			1,353.30	\$3,044.93
46	2573.503	SEDIMENT CONTROL LOG TYPE WOOD FIBER	105	LIN FT	\$3.25	\$341.25																
47	2574.507	COMMON TOPSOIL BORROW	491	CU YD	\$0.01	\$4.91			200.00	\$2.00							100.00	\$1.00			100.00	\$1.00
48	2574.508	FERTILIZER TYPE 3	183.0	POUND	\$1.25	\$228.75			175.00	\$218.75							91.00	\$113.75			84.00	\$105.00
49	2575.505	SEEDING	0.87	ACRE	\$1,000.00	\$870.00			0.87	\$870.00							0.45	\$450.00			0.42	\$420.00
50	2575.508	SEED MIXTURE 25-151	183	POUND	\$6.00	\$1,098.00			183.00	\$1,098.00							94.80	\$568.80			88.20	\$529.20
51	2575.508	HYDRAULIC MULCH MATRIX	2,739	POUND	\$1.50	\$4,108.50			2,739.00	\$4,108.50							1,416.00	\$2,124.00			1,323.00	\$1,984.50
52	2504.603	6" PVC WATERMAIN	8.00	LIN FT	\$100.00	\$800.00			8.00	\$800.00							8.00	\$800.00				
Contract Total									\$320,206.76				\$6,871.00				\$66,608.48		\$3,954.60		\$227,846.63	
PROJECT TOTALS							\$3,954.60		\$301,326.10													



STAFF REPORT

Meeting Date: September 22, 2026

ROGERS CITY COUNCIL

Agenda Item: 5.14

Subject: Approve Cooperative Construction Agreement No. 1062688 with MnDOT for Trunk Highway 101 Pavement Rehabilitation, State Project No. 8608-33, City Project No. 2611

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

Recommended Council Action

Motion to Approve Resolution 2026-88 Approving Cooperative Construction Agreement No. 1062688 with MnDOT for Trunk Highway 101 Pavement Rehabilitation, State Project No. 8608-33, City Project No. 2611

Overview / Background / Analysis

The State will perform grading, bituminous milling and surfacing, concrete walk, ADA improvements and associated construction and other associated construction upon, along, and adjacent to Trunk Highway No. 101 from 0.1 mile south of TH 94 to 0.5 miles south of County State Aid Highway (CSAH) No. 38 / 70th Street Northeast according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 2738-31 and No. 8608-33 (TH 101=187). The city is willing to participate in the costs of the adjust a sanitary sewer frame and ring casting and associated construction and associated construction engineering. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

The TH 101 improvements initially included several ADA improvements at South Diamond Lake Road and at CSAH 144. The city was unable to negotiate easements needed for the improvements in a timeframe that was acceptable to MnDOT so this improvements were eliminated. The city had budgeted \$260,000 in the Capital Improvement Plan (CIP) for these improvements.

Staff Recommendation

Motion to Approve Resolution 2026-88 Approving Cooperative Construction Agreement No. 1062688 with MnDOT for Trunk Highway 101 Pavement Rehabilitation, State Project No. 8608-33, City Project No. 2611

Financial Impact: \$1,400.72

Source Fund: 406

Budgeted? Yes

Supporting Documentation

- A. Resolution 2026-88 Approving Agreement No 1062688
- B. 1062688 LETTER ROGERS-Signed
- C. 1062688 AGREEMENT ROGERS

RESOLUTION NO. 2026-88

A RESOLUTION APPROVING MNDOT AGREEMENT NO. 1062688

IT IS RESOLVED that the City of Rogers enter into MnDOT Agreement No. 1062688 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the adjust frame and ring casting and associated construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 101 from 0.1 mile south of TH 94 to 0.5 miles south of County State Aid Highway (CSAH) No. 38 / 70th Street Northeast according to State-prepared plans designated by the State as State Project No. 2738-31 and No. 8608-33 (TH 101=187).

IT IS FURTHER RESOLVED that the Mayor and the _____ City Administrator _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Rogers at an authorized meeting held on the _____ 22nd _____ day of _____
September _____, 2026, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this _____ day of _____, 2026

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)

Memo

To: Tahsina Alam
Metro Project Manager

From: Malaki Ruranika
Cooperative Agreements Engineer

Date: September 10, 2026

Subject: Proposed Cooperative Construction Agreement 1062688
City of Rogers
SP 2738-31 (TH 101=187)
City Payment for TH 101 Construction

Transmitted herewith is a proposed agreement with the City of Rogers. This agreement provides for payment of the City's share of the costs of adjust frame and ring casting construction to be performed on TH 101.

Present this agreement to the City Council for their approval and signatures of the Council-authorized officers. Also required is a resolution passed by the Council authorizing the City to enter into the agreement and naming the officers authorized to sign the agreement on its behalf. A suggested form of such resolution is included with this transmittal.

Electronic signatures are encouraged. When using electronic signatures, the signatories must not lock the document and all parties must sign the same document. The Council's resolution must be attached to the end of the pdf prior to any electronic signatures. Please remove the sample resolution if the City is providing their own resolution.

Send the executed agreement and resolution to john.pantelis@state.mn.us as soon as possible after the City has signed. A copy will be returned to the City when fully executed and after the project has been awarded.

Please copy me and john.pantelis@state.mn.us on your email transmitting the agreement to the City for approval.

cc: File

**STATE OF MINNESOTA
DEPARTMENT OF TRANSPORTATION
AND
CITY OF ROGERS
COOPERATIVE CONSTRUCTION
AGREEMENT**

State Project Number (SP):	<u>2738-31</u>	Estimated Amount Receivable
Trunk Highway Number (TH):	<u>101=187</u>	<u>\$1,400.72</u>
State Project Number (SP):	<u>8608-33</u>	
Limited Use Permit Number:	<u>2738-0209</u>	
Federal Project Number:	<u>NHPP-HSIP 0101(301)</u>	

This Agreement is between the State of Minnesota, acting through its Commissioner of Transportation ("State") and the City of Rogers acting through its City Council ("City").

Recitals

1. The State will perform grading, bituminous milling and surfacing, concrete walk, ADA improvements and associated construction and other associated construction upon, along, and adjacent to Trunk Highway No. 101 from 0.1 mile south of TH 94 to 0.5 miles south of County State Aid Highway (CSAH) No. 38 / 70th Street Northeast according to State-prepared plans, specifications, and special provisions designated by the State as State Project No. 2738-31 and No. 8608-33 (TH 101=187) ("Project"); and
2. The City wishes to participate in the costs of the adjust frame and ring casting and associated construction and associated construction engineering; and
3. Minnesota Statutes § 161.20, subdivision 2 authorizes the Commissioner of Transportation to make arrangements with and cooperate with any governmental authority for the purposes of constructing, maintaining, and improving the trunk highway system.

Agreement

1. Term of Agreement; Survival of Terms; Plans; Incorporation of Exhibits

- 1.1. **Effective Date.** This Agreement will be effective on the date the State obtains all signatures required by Minnesota Statutes § 16C.05, subdivision 2.
- 1.2. **Expiration Date.** This Agreement will expire when all obligations have been satisfactorily fulfilled.
- 1.3. **Survival of Terms.** All clauses which impose obligations continuing in their nature and which must survive in order to give effect to their meaning will survive the expiration or termination of this Agreement, including, without limitation, the following clauses: 3. Maintenance by the City; 8. Liability; Worker Compensation Claims; 10. State Audits; 11. Government Data Practices; 13. Governing Law; Jurisdiction; Venue; and 15. Force Majeure.
- 1.4. **Plans, Specifications, and Special Provisions.** Plans, specifications and special provisions designated by the State as State Project No. 2738-31 and No. 8608-33 (TH 101=187) are on file in the office of the Commissioner of Transportation at St. Paul, Minnesota, and incorporated into this Agreement by reference ("Project Plans").

- 1.5. **Exhibits.** Preliminary Schedule "I" is on file in the office of the City Engineer and attached and incorporated into this Agreement.

2. Construction by the State

- 2.1. **Contract Award.** The State will advertise for bids and award a construction contract to the lowest responsible bidder according to the Project Plans.

2.2. *Direction, Supervision, and Inspection of Construction.*

- A. **Supervision and Inspection by the State.** The State will direct and supervise all construction activities performed under the construction contract, and perform all construction engineering and inspection functions in connection with the contract construction. All contract construction will be performed according to the Project Plans.
- B. **Inspection by the City.** The City participation construction covered under this Agreement will be open to inspection by the City. If the City believes the City participation construction covered under this Agreement has not been properly performed or that the construction is defective, the City will inform the State District Engineer's authorized representative in writing of those defects. Any recommendations made by the City are not binding on the State. The State will have the exclusive right to determine whether the State's contractor has satisfactorily performed the City participation construction covered under this Agreement.

2.3. *Plan Changes, Additional Construction, Etc.*

- A. The State will make changes in the Project Plans and contract construction, which may include the City participation construction covered under this Agreement, and will enter into any necessary addenda and change orders with the State's contractor that are necessary to cause the contract construction to be performed and completed in a satisfactory manner. The State District Engineer's authorized representative will inform the appropriate City official of any proposed addenda and change orders to the construction contract that will affect the City participation construction covered under this Agreement.
- B. The City may request additional work or changes to the work in the plans as part of the construction contract. Such request will be made by an exchange of letter(s) with the State. If the State determines that the requested additional work or plan changes are necessary or desirable and can be accommodated without undue disruption to the project, the State will cause the additional work or plan changes to be made.

- 2.4. **Satisfactory Completion of Contract.** The State will perform all other acts and functions necessary to cause the construction contract to be completed in a satisfactory manner.

2.5. *Permits.*

- A. The City will submit to the State's Utility Engineer an original permit application for all utilities owned by the City to be constructed hereunder that are upon and within the Trunk Highway Right-of-Way. Applications for permits will be made on State form "Application For Utility Permit On Trunk Highway Right-of-Way" (Form 2525).
- B. **Limited Use Permit.** The City will obtain, through the District's Right of Way Area Manager, a Limited Use Permit to cover the City's liability responsibilities of the bikeway and multi-use trail to be constructed upon the State Right of Way.

- 2.6. *Utility Adjustments.*** Adjustments to certain City-owned facilities, including but not limited to, valve boxes and frame and ring castings, may be performed by the State's contractor under the construction contract. The City will furnish the contractor with new units and/or parts for those in place City-owned facilities when replacements are required and not covered by a contract pay item, without cost or expense to the State or the contractor, except for replacement of units and/or parts broken or damaged by the contractor.

3. Maintenance by the City

Upon completion of the project, the City will provide the following without cost or expense to the State:

- 3.1. *Drainage Elements.*** Routine maintenance of any drainage elements construction, not including culverts. Routine maintenance includes removal of sediment, debris, vegetation, and ice from grates and catch basins; replacement of grates or manhole covers; and pavement repair around manholes and catch basins; and any other maintenance activities necessary to preserve the facilities and to prevent conditions such as flooding, erosion, or sedimentation. The City will inform the State's District Maintenance Engineer of any needed repairs when conducting routine drainage maintenance on trunk highway right-of-way.
- 3.2. *Municipal Utilities.*** Maintenance of any municipal-owned utilities construction, without cost or expense to the State.
- 3.3. *Sidewalks.*** Maintenance of any sidewalk construction, including pedestrian refuge islands, stamped and colored concrete sidewalk (if any), and pedestrian ramps. Maintenance includes, but is not limited to, patching, removing trip hazards (other than panel replacement), keeping the facilities usable during winter to the local standard, sweeping, debris removal, vegetation control, signs, and pavement markings.
- 3.4. *Additional Drainage.*** No party to this Agreement will drain any additional drainage volume into the storm sewer facilities constructed under the construction contract that was not included in the drainage for which the storm sewer facilities were designed, without first obtaining written permission to do so from the other party.

4. Basis of City Cost

- 4.1. *Schedule "I".*** The Preliminary Schedule "I" includes anticipated City participation construction items and the construction engineering cost share covered under this Agreement, and is based on engineer's estimated unit prices.
- 4.2. *City Participation Construction.*** The City will participate in the following at the percentages indicated. The construction includes the City's proportionate share of item costs for mobilization, field office, field laboratory, and traffic control.
- 100 Percent will be the City's rate of cost participation in all of the adjust frame and ring casting and associated construction.
- 4.3. *Construction Engineering Costs.*** The City will pay a construction engineering charge equal to 8 percent of the total City participation construction covered under this Agreement.
- 4.4. *Plan Changes, Additional Construction, Etc.*** The City will share in the costs of construction contract addenda and change orders that are necessary to complete the City participation construction covered under this Agreement, including any City requested additional work and plan changes.

The State reserves the right to invoice the City for the cost of any additional City requested work and plan changes, construction contract addenda, change orders, and associated construction engineering before the completion of the contract construction.

- 4.5. Liquidated Damages.** All liquidated damages assessed the State's contractor in connection with the construction contract will result in a credit shared by each party in the same proportion as their total construction cost share covered under this Agreement is to the total contract construction cost before any deduction for liquidated damages.

5. City Cost and Payment by the City

- 5.1. City Cost. \$1,400.72** is the City's estimated share of the costs of the contract construction and the 8 percent construction engineering cost share as shown in the Preliminary Schedule "I". The Preliminary Schedule "I" was prepared using anticipated construction items and estimated quantities and unit prices and may include any credits or lump sum costs. Upon award of the construction contract, the State will prepare a Revised Schedule "I" based on construction contract construction items, quantities, and unit prices, which will replace and supersede the Preliminary Schedule "I" as part of this Agreement.
- 5.2. Conditions of Payment.** The City will pay the State the City's total estimated construction and construction engineering cost share, as shown in the Revised Schedule "I", after the following conditions have been met:
- A.** Execution of this Agreement and transmittal to the City, including a copy of the Revised Schedule "I".
 - B.** The City's receipt of a written request from the State for the advancement of funds.
- 5.3. Acceptance of the City's Cost and Completed Construction.** The computation by the State of the amount due from the City will be final, binding, and conclusive. Acceptance by the State of the completed contract construction will be final, binding, and conclusive upon the City as to the satisfactory completion of the contract construction.
- 5.4. Final Payment by the City.** Upon completion of all contract construction and upon computation of the final amount due the State's contractor, the State will prepare a Final Schedule "I" and submit a copy to the City. The Final Schedule "I" will be based on final quantities, and include all City participation construction items and the construction engineering cost share covered under this Agreement. If the final cost of the City participation construction exceeds the amount of funds advanced by the City, the City will pay the difference to the State without interest. If the final cost of the City participation construction is less than the amount of funds advanced by the City, the State will refund the difference to the City without interest.

The State and the City waive claims for any payments or refunds less than \$5.00 according to Minnesota Statutes § 15.415.

6. Authorized Representatives

Each party's Authorized Representative is responsible for administering this Agreement and is authorized to give and receive any notice or demand required or permitted by this Agreement.

- 6.1.** The State's Authorized Representative will be:

Name, Title: Malaki Ruranika, Cooperative Agreements Engineer (or successor)
 Address: 395 John Ireland Boulevard, Mailstop 682, St. Paul, MN 55155
 Telephone: (651) 366-4634
 E-Mail: malaki.ruranika@state.mn.us

- 6.2.** The City's Authorized Representative will be:

Name, Title: Doran Cote (or successor)
 Address: 22350 South Diamond Lake Road, Rogers, MN 55374

Telephone: (763) 428-0906
E-Mail: dcote@rogersmn.gov

7. Assignment; Amendments; Waiver; Contract Complete

- 7.1. Assignment.** No party may assign or transfer any rights or obligations under this Agreement without the prior consent of the other party and a written assignment agreement, executed and approved by the same parties who executed and approved this Agreement, or their successors in office. The foregoing does not prohibit the City from contracting with a third-party to perform City maintenance responsibilities covered under this Agreement.
- 7.2. Amendments.** Any amendment to this Agreement must be in writing and will not be effective until it has been executed and approved by the same parties who executed and approved the original Agreement, or their successors in office.
- 7.3. Waiver.** If a party fails to enforce any provision of this Agreement, that failure does not waive the provision or the party's right to subsequently enforce it.
- 7.4. Contract Complete.** This Agreement contains all prior negotiations and agreements between the State and the City. No other understanding regarding this Agreement, whether written or oral, may be used to bind either party.

8. Liability; Worker Compensation Claims

- 8.1.** Each party is responsible for its own acts, omissions, and the results thereof to the extent authorized by law and will not be responsible for the acts, omissions of others, and the results thereof. Minnesota Statutes § 3.736 and other applicable law govern liability of the State. Minnesota Statutes Chapter 466 and other applicable law govern liability of the City.
- 8.2.** Each party is responsible for its own employees for any claims arising under the Workers Compensation Act.

9. Nondiscrimination

Provisions of Minnesota Statutes § 181.59 and of any applicable law relating to civil rights and discrimination are considered part of this Agreement.

10. State Audits

Under Minnesota Statutes § 16C.05, subdivision 5, the City's books, records, documents, accounting procedures, and practices relevant to this Agreement are subject to examination by the State and the State Auditor or Legislative Auditor, as appropriate, for a minimum of six years from the end of this Agreement.

11. Government Data Practices

The City and State must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided under this Agreement, and as it applies to all data created, collected, received, stored, used, maintained, or disseminated by the City under this Agreement. The civil remedies of Minnesota Statutes §13.08 apply to the release of the data referred to in this clause by either the City or the State.

12. Telecommunications Certification

By signing this agreement, the City certifies that, consistent with Section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115-232 (Aug. 13, 2018), and 2 CFR 200.216, the City will

not use funding covered by this agreement to procure or obtain, or to extend, renew, or enter into any contract to procure or obtain, any equipment, system, or service that uses “covered telecommunications equipment or services” (as that term is defined in Section 889 of the Act) as a substantial or essential component of any system or as critical technology as part of any system. The City will include this certification as a flow down clause in any contract related to this agreement.

13. Governing Law; Jurisdiction; Venue

Minnesota law governs the validity, interpretation, and enforcement of this Agreement. Venue for all legal proceedings arising out of this Agreement, or its breach, must be in the appropriate state or federal court with competent jurisdiction in Ramsey County, Minnesota.

14. Termination; Suspension

14.1. *By Mutual Agreement.* This Agreement may be terminated by mutual agreement of the parties.

14.2. *Termination for Insufficient Funding.* The State may immediately terminate this Agreement 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 performance of contract construction under the Project. Termination must be by written or fax notice to the City.

14.3. *Suspension.* In the event of a total or partial government shutdown, the State may suspend this Agreement and all work, activities and performance of work authorized through this Agreement.

15. Force Majeure

No party will be responsible to the other for a failure to perform under this Agreement (or a delay in performance) if such failure or delay is due to a force majeure event. A force majeure event is an event beyond a party's reasonable control, including but not limited to, unusually severe weather, fire, floods, other acts of God, labor disputes, acts of war or terrorism, or public health emergencies.

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CITY OF ROGERS

The undersigned certify that they have lawfully executed this contract on behalf of the Governmental Unit as required by applicable charter provisions, resolutions, or ordinances.

By: _____

Title: _____

Date: _____

By: _____

Title: _____

Date: _____

DEPARTMENT OF TRANSPORTATION

Recommended for Approval:

By: _____
(District Engineer)

Date: _____

Approved:

By: _____
(State Design Engineer)

Date: _____

COMMISSIONER OF ADMINISTRATION

By: _____
(With Delegated Authority)

Date: _____

INCLUDE COPY OF RESOLUTION APPROVING THE AGREEMENT AND AUTHORIZING ITS EXECUTION.

PRELIMINARY SCHEDULE "I"

Agreement No. 1062688

City of Rogers

SP 2738-31 (TH 101=187)

Preliminary: September 10, 2026

SP 8608-33

Fed. Proj. NHPP-HSIP 0101 (301)

Grading, bituminous milling and surfacing, concrete walk, ADA improvements and associated construction to start approximately October 2026 under

State Contract No. _____ with _____

located on TH 101

CITY COST PARTICIPATION

City of Rogers Construction Items, From Sheet No. 3 under SP 2738-31

1,296.96

Subtotal

\$1,296.96

Construction Engineering (8%)

103.76

(1) Total City Cost

\$1,400.72

(1) Amount of advance payment as described in Article 5 of the Agreement (estimated amount)

1062688

Data is considered Non-public prior to project award under the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13.

CITY OF ROGERS

RESOLUTION

IT IS RESOLVED that the City of Rogers enter into MnDOT Agreement No. 1062688 with the State of Minnesota, Department of Transportation for the following purposes:

To provide for payment by the City to the State of the City's share of the costs of the adjust frame and ring casting and associated construction and other associated construction to be performed upon, along, and adjacent to Trunk Highway No. 101 from 0.1 mile south of TH 94 to 0.5 miles south of County State Aid Highway (CSAH) No. 38 / 70th Street Northeast according to State-prepared plans designated by the State as State Project No. 2738-31 and No. 8608-33 (TH 101=187).

IT IS FURTHER RESOLVED that the Mayor and the _____
(Title)
are authorized to execute the Agreement and any amendments to the Agreement.

CERTIFICATION

I certify that the above Resolution is an accurate copy of the Resolution adopted by the Council of the City of Rogers at an authorized meeting held on the _____ day of _____, 2026, as shown by the minutes of the meeting in my possession.

Subscribed and sworn to me this
_____ day of _____, 2026

Notary Public _____

My Commission Expires _____

(Signature)

(Type or Print Name)

(Title)



STAFF REPORT

Meeting Date: September 22, 2026

ROGERS CITY COUNCIL

Agenda Item: 5.15

Subject: Approval of Water Heater Replacement in Rink 1 of the TruStone Center

Prepared By: Mike Bauer, Parks & Recreation Director

Recommended Council Action

Motion to approve the purchase and installation of two new potable water heaters for Ice Rink 1 at the TruStone Center and authorize staff to reallocate Facility CIP brine replacement funds from Stewart Plumbing.

Overview / Background / Analysis

Staff is seeking City Council approval to replace the two potable water heaters serving Ice Rink 1 using funds previously allocated in the Facility CIP for the brine system replacement.

The current water heaters are original to the TruStone Center's 2006 construction. While they have performed reliably, replacement parts have become increasingly difficult to obtain, creating maintenance challenges and eventually jeopardizing consistent hot water service. Replacing these units now will ensure dependable service for locker rooms, restrooms, and custodial functions.

The Facility CIP allocates \$61,000 for the scheduled brine system replacement. However, once Ice Arena 1's floor is connected to the central plant as part of the Rink 2 project, the building will no longer require brine. Staff recommends reallocating the brine replacement funding to purchase and install new potable water heaters, as investing in brine-related infrastructure is no longer necessary.

Vendor	Total Cost	Notes
GR Mechanical	\$29,800	Two Bock OT199N2 units
Mechanical Energy Systems	\$47,846	Two Rheem/Ruud Triton units (100 gal, 199,000 BTU)
Stewart Plumbing	\$27,250	Two Rheem GHE100SU-200 units (100 gal, 200,000 BTU with WiFi/leak sensors)

Staff Recommendation

Based on cost and equipment suitability, staff recommends selecting Stewart Plumbing

for a total cost of \$27,250.00.

Financial Impact: \$27,250

Source Fund: 400-(4018) RAC Capital
Reserves

Budgeted? No

Supporting Documentation

A. Stewart Plumbing Quote



13025 George Weber Drive Suite #1 Rogers, MN 55374
Phone (763)428-1833

PROPOSAL

Date: 7/25/26

To: Rogers Trustone Center

Job Address: 21080 141st Ave N
Rogers, MN

We hereby agree to do the work specified below:

- (1) Supply and install (2) Rheem GHE100SU-200 water heater
This proposal includes disposal of (2) existing units
These water heaters are 100 gallons at 200,000btu
Wifi and leak sensors are built in to each unit

All fixtures and material shall be installed to comply with state and local plumbing codes.
Payment is due upon completion of work.

Total Cost \$27,250.00

Kent Baker

Stewart Plumbing, Inc.

PO#

Accepted by

PLEASE RETURN SIGNED COPY TO STEWART PLUMBING



STAFF REPORT

Meeting Date: September 22, 2026

ROGERS CITY COUNCIL

Agenda Item: 7.1

Subject: Swearing-In of Paid-on-Call Firefighters and Paid-on-call Firefighter/Chaplain

Prepared By: Patrick Farrens, Fire Chief

Recommended Council Action

Provide recognition to the members of the Rogers Fire Department for their hard work and advancement through promotion within the organization, and complete the Badge-Pinning and Swearing-In Ceremony.

Overview / Background / Analysis

An honored tradition within the fire service is the Swearing-In and Badge-Pinning ceremony. This evening will recognize many members for their advancements in their careers, including:

Probationary Firefighter Brad Skomra to Firefighter

Probationary Firefighter Sam Carlson to Firefighter

Firefighter/EMT Terrance Reeves-Chong to Firefighter/Chaplain

Staff Recommendation

Approve the promotions of Apprentice/FF Brad Skomra and Saml Carlson to Firefighter, and of Firefighter/EMT Terrance Reeves-Chong to Firefighter/Chaplain, and honor promoted firefighters through the swearing-in process.

Financial Impact:

Source Fund:

Budgeted? Yes

Supporting Documentation

None



STAFF REPORT

Meeting Date: September 22, 2026

ROGERS CITY COUNCIL

Agenda Item: 7.2

Subject: Approval of Rogers High School TruStone Center Rental Contract

Prepared By: Mike Bauer, Parks & Recreation Director

Recommended Council Action

Move to authorize the Mayor to execute the 2026–2027 TruStone Center Rental Agreement between the City of Rogers and Independent School District 728.

Overview / Background / Analysis

This memo requests authorization for the Mayor to sign the updated rental contract between the City of Rogers and Independent School District 728 (Rogers High School) for use of designated spaces within the TruStone Center during the 2026–2027 school year.

The City of Rogers has an established rental agreement with ISD 728 for seasonal use of the TruStone Center facilities, including the Ice Arena, and designated parking areas. The City Council approved an agreement last season, and the City Attorney reviewed it at that time. ISD 728 has requested renewal of this agreement for the upcoming season, with the same general terms and responsibilities, including rates for use of the HealthPartners Fieldhouse.

The updated rental agreement includes:

- Exclusive and scheduled use of the Ice Arena for high school practices, games, and related activities.
- Scheduled use of the HealthPartners Fieldhouse turf areas, batting cages, and related amenities.
- Use of designated parking lot spaces at the TruStone Center, including negotiated fees for school-day parking and shared-use expectations.
- Rates established under the City's Master Fee Schedule for prime/non-prime ice and turf rentals.
- Additional negotiated fees for game supervision and parking lot usage (consistent with prior-season practice).
- Billing procedures, damage/maintenance provisions, insurance requirements, Code of Conduct obligations, and other standard facility-use terms.

All rates listed in the agreement reflect previously approved Master Fee Schedule rates and negotiated terms that have historically been applied to ISD 728's rental of the TruStone Center.

Staff Recommendation

Staff recommends that the City Council authorize the Mayor to sign the Rogers High School/ISD 728 Trustone Center Rental Agreement for the 2026–2027 season. The agreement aligns with established practices, supports youth athletics within the community, and maintains consistency in facility rental operations.

Financial Impact:**Source Fund:****Budgeted?** Yes**Supporting Documentation**

A. RHS Rental Agreement 26-27

**CITY OF ROGERS
TRUSTONE CENTER RENTAL AGREEMENT**

ROGERS HIGH SCHOOL, INDEPENDENT SCHOOL DISTRICT 728

AGREEMENT made this first day of September 2026, by and between the **ROGERS HIGH SCHOOL, INDEPENDENT SCHOOL DISTRICT 728** ("User"), and the **CITY OF ROGERS** ("City"), a Minnesota municipal corporation.

RECITALS

- A. The City is the owner and manager of the TRUSTONE CENTER, which facility is conducive to and available for events open to the public.
- B. User desires to use portions of the TRUSTONE CENTER subject to the terms and conditions of this Agreement ("Agreement") and all applicable laws and regulations.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions contained herein, the parties mutually agree as follows:

- 1. **TERM.** The City hereby permits User the use of the TRUSTONE CENTER and facilities incidental thereto for the period September 1, 2026 to August 31, 2027 as set forth on the schedule attached hereto as "Exhibit A."

2. **FACILITIES.**

Ice Facility: User will have exclusive use of the ice sheet as well as two dressing rooms up to 30 minutes prior to and immediately following scheduled ice time. The City will maintain and clean the ice rink.

Fieldhouse: User will have access to the indoor turf field or half and batting cage areas as scheduled and approved by the City. Use of turf facilities includes field lights, nets, and other standard equipment unless otherwise communicated by the City.

The common areas of the TRUSTONE CENTER shall be open to the public at all times. The User will have shared use of the common areas and may not prohibit use by other patrons.

3. **Rates.**

- 3.1 \$255.00 per hour Prime Ice Time Rate September 1, 2026 to March 1, 2027.
- 3.2 \$200.00 per hour Non-Prime Ice Time Rate September 1, 2026 to March 1, 2027 for all hours not designated as prime.
- 3.3 \$200.00 per hour Ice Time Rate March 1, 2027 to August 31, 2027.

- 3.4 \$385.00 per hour Prime Full Turf Time Rate October 15, 2026 to May 15, 2027.
- 3.5 \$310.00 per hour Non-Prime Full Turf Time Rate October 15, 2026 to May 15, 2027 for all hours not designated as prime.
- 3.6 \$155.00 per hour Prime Full Turf Time Rate May 16, 2027 to October 14, 2027.
- 3.7 \$120.00 per hour Non-Prime Full Turf Time Rate May 16, 2027 to October 14, 2027.
- 3.8 \$205.00 per hour Prime Half Turf Time Rate October 15, 2026 to May 15, 2027.
- 3.9 \$165.00 per hour Non-Prime Half Turf Time Rate October 15, 2026 to May 15, 2027 for all hours not designated as prime.
- 3.10 \$80.00 per hour Prime Half Turf Time Rate May 16, 2027 to October 14, 2027.
- 3.11 \$70.00 per hour Non-Prime Half Turf Time Rate May 16, 2027 to October 14, 2027.
- 3.12 Prime Ice Time Rates will be charged Monday through Friday from 2:00pm until 10:00pm and Saturday and Sunday 6:00am until 10:00pm.
- 3.13 Prime Turf Time Rates will be charged Monday through Friday from 2:00pm until 10:00pm and Saturday and Sunday 8:00am until 10:00pm.
- 3.14 Rental times that overlap Prime and Non-prime hours will be prorated.
- 3.15 Batting Cage Rental \$55 per hour per tunnel.
- 3.16 High School Hockey games will be charged an additional \$25per hour fee for additional staff.

4. **PAYMENT.** The TRUSTONE CENTER will bill User on a monthly basis for rental time and services from the prior month. Payments to the TRUSTONE CENTER of the above fees will be made by User within twenty (20) days of receipt of each invoice. A finance charge of 1.5% will be added to invoices not paid within 20 (twenty) days. At no time will the User utilize the facility if payments are not made or appropriate arrangements have not been made in writing with the TRUSTONE CENTER Manager.

5. **CODE OF CONDUCT AND REGULATIONS.** User hereby agrees that it and its members using the TRUSTONE CENTER will abide by all Code of Conduct and regulations adopted by the City, and as amended from time to time, for use of the TRUSTONE CENTER. The User of the facility is responsible for the supervision and conduct of participants and spectators both on and off the ice. The User will abide by and communicate Code of Conduct to User's members, guest, invitees, and others utilizing the TRUSTONE CENTER under User's rental of the TRUSTONE CENTER. Code of Conduct are listed in "Exhibit B."

6. **USER MAINTENANCE.** User shall be responsible for clean-up of the TRUSTONE CENTER and its facilities following each use of the TRUSTONE CENTER, including the pick-up and

proper disposal of all trash, litter and other debris left in the TRUSTONE CENTER by User and User's members, guest, invitees, and others utilizing the TRUSTONE CENTER under User's rental of the TRUSTONE CENTER. The User shall, upon entering a dressing room, report any trash, litter or debris to TRUSTONE CENTER staff. If TRUSTONE CENTER staff is required to clean this debris after use, the cleanup will be charged to the User.

7. **DAMAGE TO TRUSTONE CENTER.** User shall be liable to the City, and shall reimburse the actual costs incurred by the City within 30 days of receipt of an invoice reasonably documenting the City's costs, for any loss or damage to the TRUSTONE CENTER or its facilities occasioned by, or in connection with the use of
- 7.1 The User will be liable to the City for damage, vandalism to walls, light fixtures and bathrooms, beyond normal wear and tear, that is caused by User. The User shall, upon entering a dressing room, report any damage to the TRUSTONE CENTER staff; the TRUSTONE CENTER staff may reassign your group if necessary.
- 7.2 Users leaving the ice in a condition so that after a regular ice resurface any part of the ice is deemed to be unsafe to skate on for the next user will be charged for the ice time, labor, any extra resurfacing, and other expenses associated with repairing the ice back to a safe condition. Fees for the above damage clause are as follow: Ice time will be charged according to the rate the ice was rented at. Labor will be charged at a rate of \$30.00 an hour with a minimum of one hour. Each additional resurface will be charged at \$10.00 a resurface. All other charges will be charged according to the expenses.
- 7.3 Users leaving the turf field, batting cages, or any associated turf areas in a condition such that, any part of the turf is deemed unsafe or unusable for the next user will be charged for the turf time, labor, any extra cleaning or remediation required, and other expenses associated with returning the turf to a safe and usable condition. Fees for the above damage clause are as follows: Turf time will be charged according to the rate the turf was rented at. Labor will be charged at a rate of \$30.00 per hour with a minimum of one hour. Each additional cleaning, sweeping, grooming, or disinfecting process required will be charged at \$200.00 per occurrence. All other charges will be billed according to the actual expenses incurred.
8. **INDEMNIFICATION.** User agrees to defend, indemnify and hold the City, its officers, agents, and employees harmless from any liability, claims, damages, costs, judgments, or expenses, including reasonable attorney's fees (collectively, "Claim"), that directly relate to use of the TRUSTONE CENTER by User or User's guests or invitees, including any and all claims for bodily injury or death or property loss or damage sustained as a result of use of the TRUSTONE CENTER by User or User's guests or invitees.
9. **INSURANCE.** Both User and City shall maintain liability insurance against claims for bodily injury, death or property damage occurring on or about the ice arena. Such insurance shall be written on an occurrence basis with a combined single limit of not less than \$2,000,000 per occurrence. If the insurance policy is written on a "claims-made

basis", the party will maintain coverage for a minimum of three years past the expiration of this agreement. The retroactive date of the policy shall be indicated on the certificate of insurance outlining coverage. The User shall provide a copy of proof of insurance to keep on file.

In addition, the renter shall name the City of Rogers as an additional insured on said policies of insurance. Both parties will maintain all workers compensation insurance required by law.

10. CANCELLATION OR RESCHEDULING.

10.1 The User's hours can no longer be returned and it is understood that the User except as otherwise provided herein, all ice time set forth on Exhibit A must be paid for by the User whether or not the TRUSTONE CENTER is actually used. There will be a \$50 per hour fee for rescheduling ice time.

10.2 **BY CITY:** The City reserves the right to: a) cancel this Agreement for any material default or breach of this Agreement by the User or its members; and b) reschedule the dates or times of use by the User provided under Paragraph 10.1, if the City deems necessary. In the event of a mechanical or other failure of the TRUSTONE CENTER equipment or facilities, the City will notify User as soon as possible. The City will reimburse fees paid by the User for any time scheduled under this Agreement which makes the TRUSTONE CENTER unavailable to User as a result of such failures.

11. DISTRIBUTION OF AGREEMENT AND CODE OF CONDUCT. Prior to using the TRUSTONE CENTER pursuant to this Agreement, User shall provide a copy of TRUSTONE CENTER Code of Conduct and regulations to User's members.

12. ASSIGNMENT. Neither party shall assign this Agreement, or any interest arising herein, without the express written consent of the other party; provided, however, that User may assign to third parties its right to purchase and use the ice and the related facilities, but that any assignee of user shall remain responsible for all of the terms and conditions of this Agreement.

13. ENTIRE AGREEMENT. The entire Agreement of the parties is contained herein, and this Agreement supersedes all prior agreements and negotiations between the parties relating to the subject matter herein as well as any previous agreements presently in effect between the parties relating to the subject matter contained herein. Any alterations, amendments, deletions, or waivers of the provisions of this Agreement shall be valid only when expressed in writing and duly signed by the parties, unless otherwise provided herein.

14. WAIVER. Any waiver by either party of a breach of any provision of this Agreement shall not affect, in any respect, the validity of the remainder of this Agreement.

15. MISCELLANEOUS.

- 15.1 **Additional Fees.** User shall pay such other equipment rental, maintenance, and other fees as appropriate and as set forth herein. The City reserves the right to charge supplemental fees for the use of additional locker rooms, additional ice maintenance, and additional clean up expenses as appropriate. The TRUSTONE CENTER will notify the User of any charges and allow the User a reasonable opportunity to review prior to service, use, or invoicing.
- 15.2 **Activity Room.** The User may reserve the activity room at the City-approved fee schedule rate; the rental rate would include the use of all room peripherals, with the User setting up and taking down the room. The Activity Room is to be left in the same condition that it was assigned.
- 15.3 **Sale of Food and Beverages.** The City has the exclusive right to operate concession sales at the TRUSTONE CENTER for the sale of food and beverages, including food and beverages dispensed from vending machines. The User shall not permit its members to bring Food or Beverages into the TRUSTONE CENTER.
- 15.4 **Advertising.** No advertising by User in or on any part of the TRUSTONE CENTER is permitted without the express written consent of the City, with the exception of team jerseys and temporary team banners.
- 15.5 **Parking Lot Usage.** The User will have shared use of the parking lot on a first-come, first-served basis during rentals and may not prohibit use by other patrons. The user will use the agreed-upon parking spots for the school year during the school day. See Exhibit C. The district will pay \$40 per spot to use these parking lot spots. The district will be responsible for the snow removal of the entire TruStone Center parking lot.
- 15.6 **Alcohol.** Alcohol is not allowed on the premises of the TRUSTONE CENTER without prior consent and necessary permits.
- 15.7 **Tobacco.** Tobacco use of any kind is not allowed on the premises of the TRUSTONE CENTER.
- 15.8 **Gate Fees.** The User will keep all gate fees collected at tournaments.

16. **NOTICE.** All notices required or permitted to be given under this Agreement shall be in writing and shall be deemed to have been duly given if delivered in person or deposited in the United States Mail, postage prepaid, as follows:

If to the City, to: Mike Bauer
 Parks and Recreation Director
 City of Rogers

If to User, to: Dan Ohlgren
 Athletics/Activities Director

Rogers High School

By signing this Agreement, the parties acknowledge that they have the authority to enter into this Agreement, that they have read, understand, and agreed to abide by all its conditions as stipulated. This Agreement is amending and superseding the prior agreement dated August 25, 2026.

ROGERS HIGH SCHOOL
INDEPENDENT SCHOOL DISTRICT 728

CITY OF ROGERS

By: _____

By: _____

Name: _____

Name: Shannon Klick

Its: Mayor

Its: _____

By: _____

Name:

Its:

EXHIBIT A
Schedule (as of 8/13/26)

Start Date	Start Time	End Time	Duration	Facility	Rate	Event Type	Description
11/2/2026	2:40 PM	5:00 PM	140	Ice Arena	\$255.00	Practice	Girls HS Tryouts
11/3/2026	2:40 PM	5:00 PM	140	Ice Arena	\$255.00	Practice	Girls HS Tryouts
11/4/2026	2:30 PM	4:40 PM	130	Ice Arena	\$255.00	Practice	Girls HS Tryouts
11/5/2026	2:40 PM	5:00 PM	140	Ice Arena	\$255.00	Practice	Girls HS Tryouts
11/6/2026	3:00 PM	6:00 PM	180	Ice Arena	\$290.00	Game	Girls HS Scrimmages
11/9/2026	4:45 PM	6:00 PM	75	Ice Arena	\$255.00	Practice	Girls Practice
11/10/2026	4:45 PM	6:00 PM	75	Ice Arena	\$255.00	Practice	Girls Practice
11/11/2026	2:40 PM	4:40 PM	120	Ice Arena	\$255.00	Practice	Girls HS Practice
11/13/2026	4:45 PM	6:00 PM	75	Ice Arena	\$255.00	Practice	Girls HS Practice
11/16/2026	2:30 PM	4:30 PM	120	Ice Arena	\$255.00	Practice	Boys HS Tryouts
11/16/2026	4:40 PM	6:00 PM	80	Ice Arena	\$255.00	Practice	Girls Practice
11/17/2026	2:30 PM	5:00 PM	150	Ice Arena	\$255.00	Practice	Boys HS Tryouts
11/18/2026	2:40 PM	4:40 PM	120	Ice Arena	\$255.00	Practice	Girls Practice
11/19/2026	2:30 PM	4:30 PM	120	Ice Arena	\$255.00	Practice	Boys HS Tryouts
11/19/2026	4:40 PM	6:00 PM	80	Ice Arena	\$255.00	Practice	Girls Practice
11/20/2026	2:30 PM	4:30 PM	120	Ice Arena	\$255.00	Practice	Boys HS Tryouts
11/20/2026	4:40 PM	6:00 PM	80	Ice Arena	\$255.00	Practice	Girls Practice
11/21/2026	12:50 PM	5:20 PM	270	Ice Arena	\$290.00	Game	Rogers Girls HS vs Brainerd
11/23/2026	6:00 AM	7:00 AM	60	Ice Arena	\$200.00	Practice	HS Practices
11/23/2026	2:30 PM	4:00 PM	90	Ice Arena	\$255.00	Practice	Boys Practice
11/23/2026	4:10 PM	6:00 PM	110	Ice Arena	\$255.00	Practice	Girls Practice
11/24/2026	2:30 PM	5:40 PM	190	Ice Arena	\$255.00	Practice	Boys Practice

11/25/2026	6:00 AM	7:00 AM	60	Ice Arena	\$200.00	Practice	HS Practices
11/25/2026	2:30 PM	3:50 PM	80	Ice Arena	\$255.00	Practice	Boys Practice
11/25/2026	4:00 PM	5:50 PM	110	Ice Arena	\$255.00	Practice	Girls Practice
11/26/2026	8:00 AM	9:15 AM	75	Ice Arena	\$200.00	Practice	Boys Practice
11/26/2026	9:30 AM	11:00 AM	90	Ice Arena	\$200.00	Practice	
11/27/2026	12:50 PM	5:20 PM	270	Ice Arena	\$290.00	Game	Rogers Boys HS vs Prior Lake
11/30/2026	6:00 AM	7:00 AM	60	Ice Arena	\$200.00	Practice	HS Practices
11/30/2026	2:30 PM	4:20 PM	110	Ice Arena	\$255.00	Practice	Girls Practice
11/30/2026	4:30 PM	6:00 PM	90	Ice Arena	\$255.00	Practice	Boys Practice
12/1/2026	2:10 PM	4:40 PM	150	Ice Arena	\$255.00	Practice	HS Boys Practice
12/1/2026	4:50 PM	9:05 PM	255	Ice Arena	\$290.00	Game	Rogers Girls HS vs Osseo/Park Center
12/2/2026	6:00 AM	7:00 AM	60	Ice Arena	\$200.00	Practice	HS Practices
12/2/2026	2:30 PM	4:00 PM	90	Ice Arena	\$255.00	Practice	Boys Practice
12/2/2026	4:10 PM	5:50 PM	100	Ice Arena	\$255.00	Practice	Girls Practice
12/3/2026	4:50 PM	9:05 PM	255	Ice Arena	\$290.00	Game	Rogers Girls HS vs Maple Grove
12/4/2026	8:00 AM	11:10 AM	190	Ice Arena	\$200.00	Practice	HS Boys Practice
12/4/2026	4:50 PM	9:05 PM	255	Ice Arena	\$290.00	Game	Rogers Girls HS vs GRAND RAPIDS/GREENWAY
12/7/2026	6:00 AM	7:00 AM	60	Ice Arena	\$200.00	Practice	Boys Practice
12/7/2026	2:30 PM	4:00 PM	90	Ice Arena	\$255.00	Practice	Boys Practice
12/7/2026	4:10 PM	6:00 PM	110	Ice Arena	\$255.00	Practice	Girls Practice
12/8/2026	4:50 PM	9:20 PM	270	Ice Arena	\$290.00	Game	Rogers Boys HS vs Andover
12/9/2026	6:00 AM	7:00 AM	60	Ice Arena	\$200.00	Practice	Boys Practice
12/9/2026	2:10 PM	4:30 PM	140	Ice Arena	\$255.00	Practice	Boys Practice

12/9/2026	4:40 PM	5:50 PM	70	Ice Arena	\$255.00	Practice	Girls Practice
12/10/2026	2:30 PM	4:40 PM	130	Ice Arena	\$255.00	Practice	Girls HS Practice
12/10/2026	4:50 PM	9:20 PM	270	Ice Arena	\$290.00	Game	Rogers Boys HS vs Wayzata
12/11/2026	6:00 AM	7:00 AM	60	Ice Arena	\$200.00	Practice	Boys Practice
12/11/2026	2:30 PM	4:20 PM	110	Ice Arena	\$255.00	Practice	Girls Practice
12/11/2026	4:30 PM	6:00 PM	90	Ice Arena	\$255.00	Practice	Boys Practice
12/12/2026	12:50 PM	5:20 PM	270	Ice Arena	\$290.00	Game	Rogers Girls HS vs Owatonna
12/14/2026	6:00 AM	7:00 AM	60	Ice Arena	\$200.00	Practice	Boys Practice
12/14/2026	2:30 PM	4:00 PM	90	Ice Arena	\$255.00	Practice	Boys Practice
12/14/2026	4:10 PM	6:00 PM	110	Ice Arena	\$255.00	Practice	Girls Practice
12/15/2026	2:10 PM	4:40 PM	150	Ice Arena	\$255.00	Practice	Boys HS Practice
12/15/2026	4:50 PM	9:05 PM	255	Ice Arena	\$290.00	Game	Rogers Girls HS vs River Cities
12/16/2026	6:00 AM	7:00 AM	60	Ice Arena	\$200.00	Practice	Boys Practice
12/16/2026	2:30 PM	4:40 PM	130	Ice Arena	\$255.00	Practice	Girls Practice
12/16/2026	4:50 PM	5:50 PM	60	Ice Arena	\$255.00	Practice	Boys Practice
12/18/2026	2:30 PM	4:00 PM	90	Ice Arena	\$255.00	Practice	Boys Practice
12/18/2026	4:10 PM	6:00 PM	110	Ice Arena	\$255.00	Practice	Girls Practice
12/19/2026	12:50 PM	5:20 PM	270	Ice Arena	\$290.00	Game	Rogers Boys HS vs St Thomas Academy
12/21/2026	6:00 AM	7:00 AM	60	Ice Arena	\$200.00	Practice	Boys Practice
12/21/2026	2:30 PM	4:00 PM	90	Ice Arena	\$255.00	Practice	Boys Practice
12/21/2026	4:10 PM	6:00 PM	110	Ice Arena	\$255.00	Practice	Girls Practice
12/22/2026	2:30 PM	4:40 PM	130	Ice Arena	\$255.00	Practice	Girls HS Practices
12/23/2026	8:00 AM	11:10 AM	190	Ice Arena	\$200.00	Practice	Boys HS Practices

12/23/2026	1:10 PM	3:30 PM	140	Ice Arena	\$235.75	Practice	Girls HS Practices
12/26/2026	8:50 AM	10:20 AM	90	Ice Arena	\$255.00	Practice	Boys Practice
12/27/2026	5:20 PM	6:20 PM	60	Ice Arena	\$255.00	Practice	Girls Alumni Game
12/27/2026	6:30 PM	7:30 PM	60	Ice Arena	\$255.00	Practice	Boys Alumni Game
12/28/2026	8:00 AM	10:10 AM	130	Ice Arena	\$200.00	Practice	Girls HS Practices
12/29/2026	8:00 AM	10:10 AM	130	Ice Arena	\$200.00	Practice	Girls HS Practices
12/30/2026	8:00 AM	10:10 AM	130	Ice Arena	\$200.00	Practice	Girls HS Practices
12/31/2026	11:50 AM	4:20 PM	270	Ice Arena	\$290.00	Game	Rogers Girls HS vs Eagan
1/1/2027	8:00 AM	11:10 AM	190	Ice Arena	\$200.00	Practice	Boys HS Practices
1/2/2027	8:50 AM	10:20 AM	90	Ice Arena	\$255.00	Practice	Boys Practice
1/4/2027	6:00 AM	7:00 AM	60	Ice Arena	\$200.00	Practice	Boys HS Practice
1/4/2027	2:30 PM	4:00 PM	90	Ice Arena	\$255.00	Practice	Boys HS Practice
1/4/2027	4:10 PM	6:00 PM	110	Ice Arena	\$255.00	Practice	Girls HS Practice
1/5/2027	2:10 PM	4:40 PM	150	Ice Arena	\$255.00	Practice	Boys HS Practices
1/5/2027	4:50 PM	9:05 PM	255	Ice Arena	\$290.00	Game	Rogers Girls HS vs Chaska/Chanhassen
1/6/2027	6:00 AM	7:00 AM	60	Ice Arena	\$200.00	Practice	Boys HS Practice
1/6/2027	2:30 PM	4:00 PM	90	Ice Arena	\$255.00	Practice	Boys HS Practice
1/6/2027	4:10 PM	5:50 PM	100	Ice Arena	\$255.00	Practice	Girls HS Practice
1/8/2027	2:30 PM	4:35 PM	125	Ice Arena	\$255.00	Practice	Boys HS Practice
1/8/2027	4:45 PM	6:00 PM	75	Ice Arena	\$255.00	Practice	Girls HS Practice
1/9/2027	12:50 PM	5:20 PM	270	Ice Arena	\$290.00	Game	Rogers Boys HS vs Blaine
1/11/2027	6:00 AM	7:00 AM	60	Ice Arena	\$200.00	Practice	Boys HS Practice
1/11/2027	2:30 PM	4:00 PM	90	Ice Arena	\$255.00	Practice	Boys HS Practice

1/11/2027	4:10 PM	6:00 PM	110	Ice Arena	\$255.00	Practice	Boys HS Practice
1/12/2027	2:30 PM	5:40 PM	190	Ice Arena	\$255.00	Practice	Boys HS Practice
1/13/2027	6:00 AM	7:00 AM	60	Ice Arena	\$200.00	Practice	Boys HS Practice
1/13/2027	2:30 PM	4:30 PM	120	Ice Arena	\$255.00	Practice	Girls HS Practice
1/13/2027	4:40 PM	5:50 PM	70	Ice Arena	\$255.00	Practice	Boys HS Practice
1/14/2027	4:50 PM	9:20 PM	270	Ice Arena	\$290.00	Game	Rogers Boys HS vs Elk River/Zimmerman
1/15/2027	2:30 PM	4:35 PM	125	Ice Arena	\$255.00	Practice	Boys HS Practice
1/15/2027	4:45 PM	6:00 PM	75	Ice Arena	\$255.00	Practice	Girls HS Practice
1/16/2027	12:50 PM	5:20 PM	270	Ice Arena	\$290.00	Game	Rogers Boys HS vs Stillwater
1/18/2027	8:00 AM	11:10 AM	190	Ice Arena	\$200.00	Practice	Boys HS Practices
1/18/2027	1:10 PM	3:40 PM	150	Ice Arena	\$237.03	Practice	Girls HS Practices
1/19/2027	4:50 PM	9:20 PM	270	Ice Arena	\$290.00	Game	Rogers Boys HS vs Eden Prairie
1/20/2027	2:30 PM	4:00 PM	90	Ice Arena	\$255.00	Practice	Girls HS Practice
1/20/2027	4:10 PM	5:50 PM	100	Ice Arena	\$255.00	Practice	Boys HS Practice
1/21/2027	2:30 PM	4:50 PM	140	Ice Arena	\$255.00	Practice	Girls HS Practice
1/22/2027	2:30 PM	4:40 PM	130	Ice Arena	\$255.00	Practice	Boys HS Practices
1/22/2027	4:50 PM	9:05 PM	255	Ice Arena	\$290.00	Game	Rogers Girls HS vs Elk River/Zimmerman
1/25/2027	6:00 AM	7:00 AM	60	Ice Arena	\$200.00	Practice	Boys HS Practice
1/25/2027	2:30 PM	4:00 PM	90	Ice Arena	\$255.00	Practice	Boys HS Practice
1/25/2027	4:10 PM	6:00 PM	110	Ice Arena	\$255.00	Practice	Girls HS Practice
1/26/2027	4:50 PM	9:05 PM	255	Ice Arena	\$290.00	Game	Rogers Girls HS vs Blaine
1/27/2027	2:30 PM	4:20 PM	110	Ice Arena	\$255.00	Practice	Girls HS Practice
1/27/2027	4:30 PM	5:50 PM	80	Ice Arena	\$255.00	Practice	Boys HS Practice

1/28/2027	2:40 PM	4:40 PM	120	Ice Arena	\$255.00	Practice	Girls HS Practices
1/28/2027	4:50 PM	9:20 PM	270	Ice Arena	\$290.00	Game	Rogers Boys HS vs Chanhassen
1/29/2027	6:00 AM	7:00 AM	60	Ice Arena	\$200.00	Practice	Boys HS Practice
1/29/2027	2:30 PM	4:00 PM	90	Ice Arena	\$255.00	Practice	Boys HS Practice
1/29/2027	4:10 PM	6:00 PM	110	Ice Arena	\$255.00	Practice	Girls HS Practice
1/30/2027	12:50 PM	5:20 PM	270	Ice Arena	\$290.00	Game	Rogers Girls HS vs Roseville/Mahtomed i
2/1/2027	6:00 AM	7:00 AM	60	Ice Arena	\$200.00	Practice	Boys HS Practice
2/1/2027	2:30 PM	4:00 PM	90	Ice Arena	\$255.00	Practice	Girls HS Practice
2/1/2027	4:10 PM	6:00 PM	110	Ice Arena	\$255.00	Practice	Boys HS Practice
2/2/2027	2:30 PM	4:40 PM	130	Ice Arena	\$255.00	Practice	Boys HS Practices
2/2/2027	4:50 PM	9:05 PM	255	Ice Arena	\$290.00	Game	Rogers Girls HS vs Andover
2/3/2027	6:00 AM	7:00 AM	60	Ice Arena	\$200.00	Practice	Boys HS Practice
2/3/2027	2:30 PM	4:00 PM	90	Ice Arena	\$255.00	Practice	Boys HS Practice
2/3/2027	4:10 PM	5:50 PM	100	Ice Arena	\$255.00	Practice	Girls HS Practice
2/4/2027	2:30 PM	4:40 PM	130	Ice Arena	\$255.00	Practice	Girls HS Practices
2/4/2027	4:50 PM	9:20 PM	270	Ice Arena	\$290.00	Game	Rogers Boys HS vs SLP/CR
2/5/2027	2:30 PM	6:00 PM	210	Ice Arena	\$255.00	Practice	Boys HS Practice
2/8/2027	2:10 PM	4:40 PM	150	Ice Arena	\$255.00	Practice	Boys HS Practice
2/8/2027	4:50 PM	6:00 PM	70	Ice Arena	\$255.00	Practice	Girls HS Practice
2/9/2027	2:10 PM	4:40 PM	150	Ice Arena	\$255.00	Practice	Boys HS Practice
2/9/2027	4:50 PM	6:00 PM	70	Ice Arena	\$255.00	Practice	Girls HS Practice
2/10/2027	2:40 PM	4:10 PM	90	Ice Arena	\$255.00	Practice	Boys HS Practice
2/10/2027	4:20 PM	5:50 PM	90	Ice Arena	\$255.00	Practice	Girls HS Practice

2/11/2027	2:30 PM	4:40 PM	130	Ice Arena	\$255.00	Practice	Girls HS Practices
2/11/2027	4:50 PM	9:20 PM	270	Ice Arena	\$290.00	Game	Rogers Boys HS vs Centennial
2/12/2027	2:30 PM	3:50 PM	80	Ice Arena	\$255.00	Practice	Girls HS Practice
2/12/2027	4:00 PM	6:00 PM	120	Ice Arena	\$255.00	Practice	Boys HS Practice
2/15/2027	8:00 AM	11:10 AM	190	Ice Arena	\$200.00	Practice	Boys HS Practices
2/15/2027	1:10 PM	3:40 PM	150	Ice Arena	\$237.03	Practice	Girls HS Practices
2/16/2027	8:00 AM	11:10 AM	190	Ice Arena	\$200.00	Practice	Boys HS Practices
2/17/2027	2:40 PM	4:10 PM	90	Ice Arena	\$255.00	Practice	Boys HS Practice
2/17/2027	4:20 PM	5:50 PM	90	Ice Arena	\$255.00	Practice	Girls HS Practices
2/18/2027	2:30 PM	4:40 PM	130	Ice Arena	\$255.00	Practice	Girls HS Practices
2/19/2027	2:10 PM	6:00 PM	230	Ice Arena	\$255.00	Practice	Boys HS Practices
2/22/2027	2:30 PM	4:00 PM	90	Ice Arena	\$255.00	Practice	Boys HS Practices
2/22/2027	4:10 PM	6:00 PM	110	Ice Arena	\$255.00	Practice	Girls HS Practices
2/23/2027	2:30 PM	4:00 PM	90	Ice Arena	\$255.00	Practice	Boys HS Practices
2/23/2027	4:10 PM	6:00 PM	110	Ice Arena	\$255.00	Practice	Girls HS Practices
2/24/2027	2:30 PM	3:50 PM	80	Ice Arena	\$255.00	Practice	Boys HS Practices
2/25/2027	2:30 PM	3:50 PM	80	Ice Arena	\$255.00	Practice	Boys HS Practices
2/26/2027	2:30 PM	3:50 PM	80	Ice Arena	\$255.00	Practice	Boys HS Practices
3/1/2027	2:30 PM	3:50 PM	80	Ice Arena	\$255.00	Practice	Boys HS Practices
3/3/2027	2:30 PM	3:50 PM	80	Ice Arena	\$255.00	Practice	Boys HS Practices
3/4/2027	2:30 PM	3:50 PM	80	Ice Arena	\$255.00	Practice	Boys HS Practices
3/8/2027	2:30 PM	3:50 PM	80	Ice Arena	\$255.00	Practice	Boys HS Practices
3/9/2027	2:30 PM	3:50 PM	80	Ice Arena	\$255.00	Practice	Boys HS Practices

EXHIBIT B
Code of Conduct

1. Be respectful of the arena, read and follow the signs that are posted.
2. No spitting on the locker room floors, bench areas, or the walls.
3. No stick handling in the locker rooms, the Lobby, the Bleachers, and especially in the Activity Room. This rule includes shooting tape balls and stick handling golf and tennis balls!
4. No Skateboards, Rollerblades (in-line Skates) or Roller Shoes.
5. No smoking in the facility.
6. No alcoholic beverages allowed.
7. TRUSTONE CENTER is not responsible for individual's hockey or skating equipment.
8. There is no unsupervised dry land training allowed in any part of the building.
 - a. Dry land training that is disruptive to on ice or activity room rentals is prohibited.
 - b. Dry land training is not allowed during games.
9. Lost and Found Policy
 - a. All lost and found items will be placed in the designated location for two weeks. More valuable items such as wallets, cameras, etc. Items will be kept for one month in the manager's office.
 - b. If any identification is available, the person should be called.
10. Food and beverage policy
 - a. No outside food or beverages are allowed.
 - b. No sunflower seeds in the arena.
11. Open Skating Code of Conduct
 - a. No pucks, sticks or balls
 - b. No food or beverages on the ice
 - c. No horseplay, tag, crack the whip or racing
 - d. Skate in the direction that the skate guard dictates, never skate against the flow of traffic
 - e. At the mid-point of each session all patrons will be asked to stop and change directions
 - f. Slower or inexperienced skaters keep near the boards
 - g. No sitting on the boards
 - h. No shoes on the ice
 - i. Do not carry anyone while skating
 - j. Please be courteous of other skaters, keep a safe distance
 - k. Report any misconduct or accidents to the skate guard
12. Locker room policy
 - a. Locker room use is a privilege not a right, restrooms, lobbies and common area are not acceptable areas to change in, in doing so you may forfeit your ability to skate at the TRUSTONE CENTER, without a refund of rental fees.
 - b. Car keys or valid driver's license must be exchanged for the locker room key for access. Car keys or driver's license must be kept in the concessions stand for the duration of the ice time. The TRUSTONE CENTER and the City of Rogers cannot be responsible for theft at the arena, it is suggested that all valuables not be brought into the facility. Keep the locker room doors locked while on the ice.

- c. When entering a locker room please report any damage, trash or unclean and TRUSTONE CENTER staff will re-assign your group or clean as needed.
- d. Locker rooms are to be supervised by the team coaches or managers; when players must be at the arena at a designated time then the coaches/managers should be there also.
- e. When available a locker room may be checked out for use with the exterior rink, this is subject to interior game schedules and at the discretion of TRUSTONE CENTER staff.
- f. Any damage to the locker room will be billed out to the team (such as puck marks on the walls, bench damage, unnecessary amount of garbage) repeat offenders will be denied use of locker rooms (you will have to come to the arena dressed to play see "a" for clarification)
- g. The last person leaving the locker room is responsible for the cleanliness of the locker room and is expected to lock the locker room prior to turning in the keys.

13. On Ice Policy

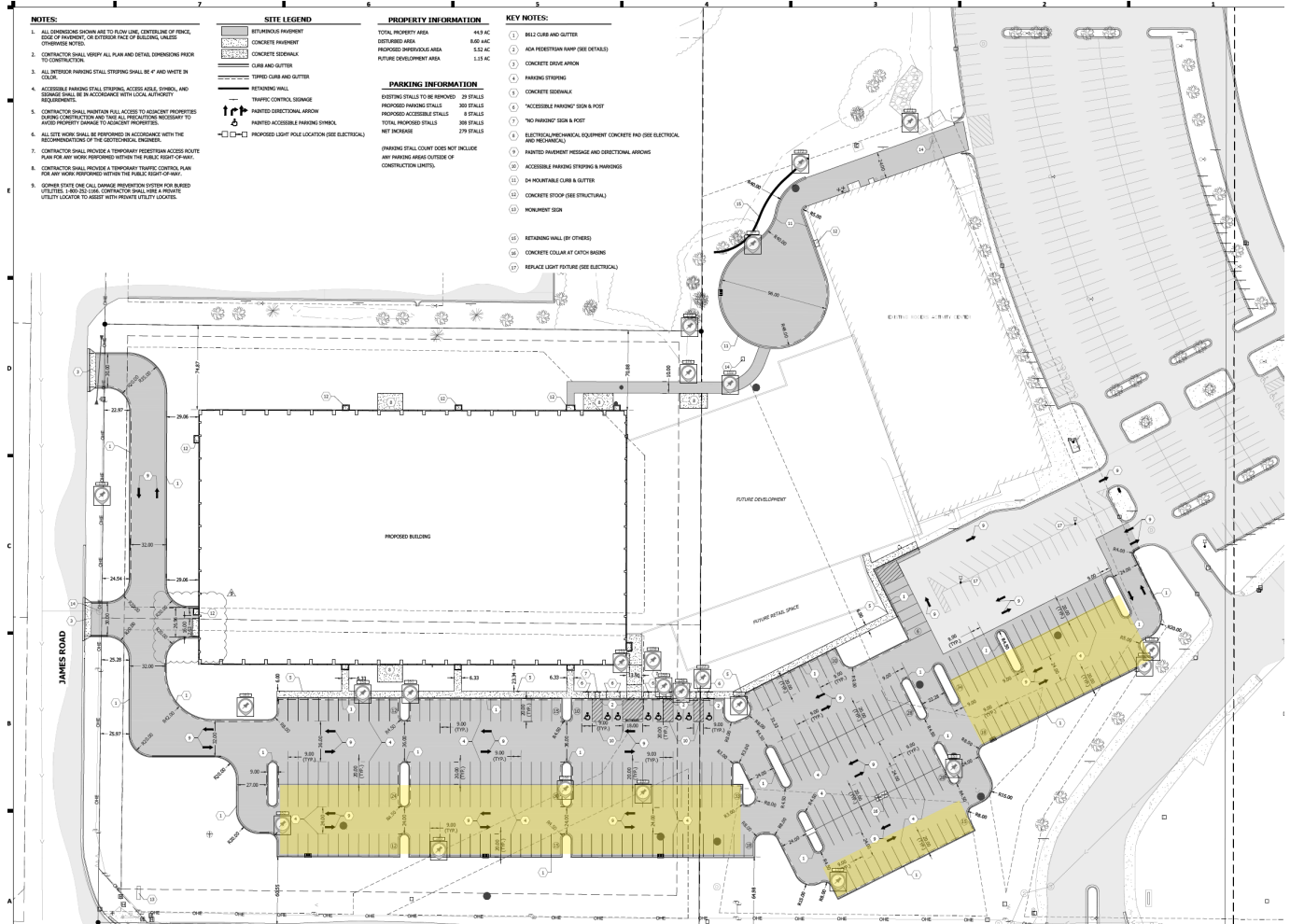
- a. No one will enter the ice until the Ice Resurfacer has left the ice surface and the doors are closed.
- b. In the event that someone enters the ice while the ice is being resurfaced the driver, at his or her discretion for the safety of the driver and person entering the ice, will exit the ice surface without finishing the resurface; if deemed necessary the TRUSTONE CENTER Manager will be informed and Ice rental may be canceled if ice conditions warrant or in the case of a repeat offense with no refund.
- c. No one is allowed to write on the glass dasher boards or benches.
- d. Spray paint is not allowed on the surface of the ice; to mark the ice waterproof markers are suggested.
- e. No hot or colored beverages are allowed on the ice.
- f. At the end of the ice rental period the Resurfacer Door's will be opened prior to this all pucks should be picked up.
- g. Referees, coaches or players 15 or older are to move the nets according to the direction of the driver.
- h. To preserve the highest quality ice surface do NOT dump water bottles on ice surface.

14. On Turf Policy

- a. Please make sure your group follows the turf rules, and we ask all field rentals to supply their own first-aid kit for their group.
- b. No food on the field
- c. Lightly colored beverages only
- d. Absolutely no chewing gum
- e. No sunflower seeds
- f. No metal cleats/spikes
- g. Please move back any nets/goals that you move
- h. Walking track needs to stay clear for walkers/runners; no warming up on the track
- i. Please wear clean shoes on the field
- j. Only chairs with flat, sled-style, or fully rubber-covered bottoms are allowed on the turf

- k. Chairs with narrow or point-style legs are not permitted
- 15. The TRUSTONE CENTER has been built by the tremendous efforts of many people in the community please help us keep it looking new!

EXHIBIT C





STAFF REPORT

Meeting Date: September 22, 2026

ROGERS CITY COUNCIL

Agenda Item: 9.1

Subject: Update on John Deere Lane to Industrial Boulevard Roadway Connection

Prepared By: Brett Angell, Community Development Director

Recommended Council Action

No action required. This item will be a future discussion topic with the Transportation Advisory Committee.

Overview / Background / Analysis

At the time of approval of the Millhouse Flats development and tax increment financing district creation, a discussion took place on the future roadway project of connecting John Deere Lane to Industrial Boulevard in the downtown area. Through the TIF plan and agreement, the city is retaining 10% of the annual increment generated by the development for the purposes of funding this future roadway improvement.

Over the past few months, staff have been in direct conversation with the related ownership entities which the city would need to acquire rights to the roadway. To date, the property owners have been receptive to the idea and, through these conversations, it has become clear the preferred path forward is through the city acquiring roadway/right-of-way easement rights from each property.

A surveyor was hired to create exhibits and exact legal descriptions for the proposed easement areas. This work has been completed, and the information has been shared to property ownership for their review. Easement language is currently being drafted and will be shared with ownership in the very near future. With the easement language, further discussions on overall easement acquisition costs will occur.

This item is scheduled to be a topic of the next Transportation Advisory Committee. Further updates will be provided at that time and/or as they become available.

Staff Recommendation

Not applicable.

Financial Impact: Not applicable.

Source Fund: Not applicable.

Budgeted? N/A

Supporting Documentation

None

