

**From:** [Brian Hagen](#)  
**Bcc:** [Chris Riley](#); [Dan Specht](#); [Eric Peters](#); [Kirsten Buscher](#); [Michael Olson](#); [Ryan Heineman](#); [Shanna Stewart](#)  
**Subject:** Roers" Apartment Project  
**Date:** Tuesday, October 14, 2025 3:41:00 PM  
**Attachments:** [Roers-union-flyer.pdf](#)  
[image003.png](#)  
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[image005.png](#)

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## **Blind copied to Mayor & City Council**

My apologies for not getting this out earlier. Below and attached is a response we requested from Roers regarding concerns shared with the City regarding the use of union workers and criminal activity allegedly tied to Roers' projects.

*"Hi Brian,*

*Thanks for getting this in front of us ahead of the meeting tomorrow. Unfortunately, this is not the first time we have seen this. We have reached out to and had good discourse with many of the union groups to improve relations, but they still choose to take this route. It would be helpful to know who actually submitted this to the city. Here are some comments and clarifications that should hopefully put everyone at peace regarding this topic.*

*These cases all are involving subcontractors for projects with 3rd party general contractors that Roers hired for construction. Any specifics regarding the cases would have to go through the appropriate channels as Roers was not a named party to any of them and in some cases is multiple layers removed.*

*At a base level, Roers has stringent requirements for 3<sup>rd</sup> party GCs and for projects where we act as our own general contractor. A few points below on this matter:*

- 1. Qualified Open Shops: We acknowledge that we work with open shops, but this is not indicative of any intent to engage in wage theft. We believe in a competitive and inclusive market where qualified open shop contractors can participate in our projects. This promotes healthy competition and often leads to more cost-effective solutions for our client and stakeholders to be able to provide quality housing to the residents.*
- 2. Stringent Prequalification Process: We have a rigorous prequalification process for all our trade partners, whether union or open shop. This process includes evaluating their financial stability, safety records, and compliance with labor laws, including wage regulations. We only collaborate with trade partners who meet our strict criteria and demonstrate a commitment to following the law.*
- 3. Timely and Compliant Payments: We are committed to ensuring that all workers are paid promptly and in full compliance with wage laws. We maintain detailed records of all payments made to workers and contractors, and we regularly audit these records to guarantee adherence regulatory standards.*
- 4. Transparency and Documentation: We are willing to provide complete transparency regarding our payment practices and compliance with wage laws. If there are any concerns about wage theft, we encourage a collaborative and open dialogue to address them. We are committed to rectifying any issues promptly and in accordance with the law.*
- 5. Legal Compliance: We have legal counsel in place to help ensure that all our operations align with local, state, and federal labor laws. We take our legal obligations seriously and remain*

*dedicated to upholding these standards at all times.*

*Additionally, we have the below language in place for all subcontracts in which Roers acts as the General Contractor. Accordingly, each subcontractor who signs a prime contract with Roers as the general contractor makes these representations and covenants to Roers, which further sets the expectations we have with all subcontracting partners.*

1. *\*\*Representations and Warranties\*\**. Subcontractor represents and warrants to General Contractor as follows:
  1. *Subcontractor has complied with all Laws relating to employment matters, terms and conditions of employment, employment standards and practices, leaves of absence, equal opportunity, non-harassment, non-discrimination, immigration (including immigration related hiring practices and benefits), wages, hours, benefits, collective bargaining, the payment of social security and similar Taxes, workers compensation, accessibility, language, pay equity, and occupational health and safety. Subcontractor has not committed any unfair labor practice.*
  2. *All salaries, wages, commissions and other compensation and benefits payable to each employee and independent contractor of Subcontractor on the Project has been accrued and paid by Subcontractor when due for all periods through the date hereof.*
    1. *All employees Subcontractor are and have been properly classified as exempt under the Fair Labor Standards Act and state and local wage and hour laws and paid in accordance with the requirements of Laws relating to hours of work and the payment of wages, taxes, social security, workers compensation, benefit plans, fees or other compensation.*
    2. *There are no, and in the last five (5) years, there has not been any, unfair labor practice charges, arbitration demands, complaints, investigations, lawsuits, claims or charges of discrimination, harassment or retaliation pending or, to the knowledge of Subcontractor, threatened against Subcontractor before the National Labor Relations Board, the Equal Employment Opportunity Commission or any similar governmental authority responsible for the prevention of unlawful employment practices.*
    3. *There are no Actions pending or, to the knowledge of Subcontractor, threatened against the Subcontractor (or any of its officers, members, managers, employees or agents in their capacity as such), related to any of the foregoing, and there is no reasonable basis for any such Action.*
    4. *No present or former Employee or Contractor of the Subcontractor has any claim against the Subcontractor for any matter including for (i) wages, salary, bonus, vacation, severance, benefit plans, sick pay, or other fringe benefits, or (ii) claims respecting employment conditions or practices, including discrimination, sexual harassment or safety conditions.*
    5. *There are no employment-related charges, complaints, grievances, investigations, inquiries or obligations of any kind, alleged by any person or pending in any forum, related to an alleged violation or breach by Subcontractor of any law, regulation or contract.*
    6. *All information provided in this Certification is complete and accurate and Subcontractor has exercised, personally or through its representatives, prudent and reasonable due diligence to ensure that all statements made within this Certification,*

*and all documents attached hereto, are true, correct and complete.*

2. **\*\*Payroll Records and Final Payment\*\***. **\*\*If this Certification is submitted to receive full and final payment on the Project, Subcontractor represents and warrants to General Contractor that attached to this Certification as Exhibit A are the following, each of which is true, complete and correct as of the date hereof: \*\***
  1. *A full and complete list of all employees and independent contractors of Subcontractor who performed work for the benefit of the Project during the Certification Period (each such employee and independent, whether or not identified on Exhibit A, is referred to herein as a "Service Provider"), including, with respect to each such Service Provider: (i) full name; (ii) home address and telephone number; (iii) date of hire; (iv) current rate of pay; (v) status and employee or independent contractor; (vi) status as a full-time or part-time employee; (vii) status as an exempt or non-exempt employee; (viii) title of employment; and (ix) general description of work performed at the Project.*
  2. *Full payroll and payment records of Subcontractor with respect to each Service Provider, including written evidence of all wages, fringe benefit contributions, and other compensation delivered by Subcontractor to the Subject Employees with respect to the Certification Period.*
3. **\*\*Additional Agreements\*\***.
  1. *This Certification is being signed and submitted for the purpose of and as a condition to Subcontractor's receipt of payment for services and labor performed in connection with the Project and Subcontractor acknowledges and agrees that without Subcontractor's delivery of this Certification to the General Contractor,*
  2. *Subcontractor agrees that in the event any employee of independent contractor of General Contractor, Project Owner, or any affiliate of General Contractor or Project Owner is entitled to and may offset against amounts otherwise due and payable to General Contractor any and all losses incurred or anticipated to be incur General Contractor paid to a claimant or a third party acting on behalf of a claimant resulting from the actions or inactions of Subcontractor acting under, by, or for General Contractor, including all unpaid wages, fringe benefits, penalties, and resulting liquidated damages.*
  3. *To the fullest extent permitted by applicable law, Subcontractor waives and releases any and all rights of mechanic's liens, materialmen's lien, laborer's lien, and similar rights for payment for services and labor performed by Subcontractor under the Project.*
  4. *Subcontractor will indemnify, defend and hold harmless General Contractor and its shareholders, officers, directors, employees, agents, insurers, affiliates, successors and assigns from and against all liability, loss, harm, damage, costs, and expenses (including attorneys' fees) arising out of, based upon, or related to this Certification. For the avoidance of doubt, the title owner of the real property on which the Project is located is an intended third-party beneficiary of the terms of this Certification.*
- **\*\*PLEASE PROVIDE IN EXHIBIT A:\*\***
  - *A. A full and complete list of all employees and independent contractors of Subcontractor who performed work for the benefit of the Project during the Certification Period (each such employee and independent, whether or not identified*

on Exhibit A, is referred to herein as a “Service Provider”), including, with respect to each such Service Provider: (i) full name; (ii) home address and telephone number; (iii) date of hire; (iv) current rate of pay; (v) status and employee or independent contractor; (vi) status as a full-time or part-time employee; (vii) status as an exempt or non-exempt employee; (viii) title of employment; and (ix) general description of work performed at the Project. \*\*

- o B. Full payroll and payment records of Subcontractor with respect to each Service Provider, including written evidence of all wages, fringe benefit contributions, and other compensation delivered by Subcontractor to the Subject Employees with respect to the Certification Period. \*\*

I have included a flyer that hits on some of these highlights as well which can be shared with folks. Our experience is that these get submitted and there will be a representative at the meeting to speak on the topic. I will be able to respond appropriately should the city request a response on the record.”



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## Building What Matters

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Roers Companies is a national real estate firm powered by in-house development, construction, and property management focused on the multifamily apartment sector.

### Making A Difference

Roers Companies is dedicated to enhancing communities through responsible development and construction practices, charitable partnerships, and economic growth. We make a difference by:

- Building and maintaining desirable properties that residents are proud to call home, including market-rate apartments, active 55+ communities, and high-quality low-income housing.
- Partnering with a variety of trades and vendors to enhance their businesses.
- Offering stable employment, competitive pay, and benefits to our employees.
- Bringing jobs and tax revenue to the cities where we work.
- Incorporating energy efficiency and sustainability initiatives into our projects to better protect the planet's resources.

**14,771**  
JOBS CREATED

**\$721,500**  
AVG. ANNUAL TAX REVENUE  
PER PROPERTY PER YEAR

**12,455**  
HOMES BUILT

## Trade Partner Qualification Standards

All trade partners go through a robust prequalification process prior to selection for each project. This includes:

- Roers Cos. verifies each business using TradeTapp, a risk management software, once a business submits their prequalification form.
- TradeTapp scores trade partners based on best safety practices, project history, and financial stability.
- Scores in TradeTapp are based off of an industry average across the U.S.
- Project capacity for each trade partner is evaluated on all key metrics prior to being awarded work with Roers Cos.
- Roers Cos. does not allow labor sources on our projects that are not employed by the subcontracted company without prior approval.
- Workers are paid wages that match the market rate for their particular expertise and geography – including union and prevailing wage contractors.
- If a subcontractor violates our labor terms, they have a 10-day notice to comply before Roers Cos. can exercise the right to terminate the contract.

## Unions

- Roers Cos. allows both union and merit-based companies to bid on projects to ensure the best contractor is hired for each scope of work.
- On average, 30% of trade partners performing work on our sites are union members. According to ABC, 73% of all construction workers in Minnesota choose not to join a union.
- Roers Cos. takes precautions throughout each project to hire trade partners that meet our high expectations for worker safety and construction quality.



A toolbox talk sponsored by Associated Builders and Contractors (ABC)

## Safety First

Safety is the cornerstone of a successful project and successful company. Here are some of the ways Roers Cos. makes safety our number one priority:

- Hosting quarterly safety committee meetings.
- Requiring site-specific safety plan for all projects.
- Requiring OSHA 10 training for general contracting team members.
- Requiring field staff to complete OSHA 30 and safety training for those operating specific equipment or working on specific jobsites.
- Requiring field staff to refresh OSHA trainings every three years.
- Leveraging MN OSHA consultation program.
- Active members of MN ABC and Click Safety CBT.
- Utilizing ProCore safety tools to provide our teams with the most up-to-date software, keeping quality and safety at the forefront of each project.
- Staffing full-time, in-house Quality & Safety Manager positions. This role is crucial to maintaining a safe working environment, reducing liability, and ensuring compliance with local and state regulations.
- Our general contracting team has a consistent track record of OSHA visits resulting in zero citations or correction notices.