City Council Agenda
City Council - Regular Session
February 18, 2026
6:00 p.m.

Attending and Viewing the Meeting:
Attend the Meeting in Person: Government Center Council Chamber, 151 4th Street SE
View Meeting: Cable TV on Channels 180 or 188
Watch & Listen via YouTube: City of Rochester, MN - YouTube

If you require a reasonable accommodation to fully participate in the City Council meeting, please complete our reasonable accommodations form at least 2 business days prior to the Council meeting. You can also reach the City Clerk's Office via email (cityclerk@rochestermn.gov), telephone (507-328-2900), or TTY/TDD (507-328-2900) to discuss your accessibility needs.

Pledge of Allegiance

Vision, Principles, and Priorities for the City of Rochester

A. Open Comment Period
View the open comment period guidelines **online**.

A.1. Sign-up In Person 30 Minutes before the meeting. View Open Comment guidelines for additional ways to participate. Virtual participation is not available at this time.

B. Call to Order/Roll Call
C. City Administrator's Report
D. Mayor's Report
E. Order of Agenda
F. Consent Agenda

F.1. Minutes for the City Council Meeting of February 2, 2026
Accepting the minutes and video of the February 2, 2026, meeting as the official record of the City Council.

F.2. Appointments to Boards and Commissions
Approving the Mayoral appointments of:
1. Michael Bee to the Fire Civil Service Commission, effective February 19, 2026, to fill the unexpired term of C. Hodde ending March 31, 2027.
2. Rodney Spencer to the Zoning Board of Appeals, effective immediately, to their first three-year term ending December 31, 2028 (replacing R. Wrightman).

F.3. **2025 Fourth Quarter Budget Performance Report**
Receiving and filing the 2025 Fourth Quarter Budget Performance Report for the period ending December 31, 2025.

F.4. **2025 Fourth Quarter Investment Performance Report**
Receiving and filing 2025 Fourth Quarter Investment Performance Report for the period ending December 31, 2025.

F.5. **Capital Projects - Semi-Annual Transfer of Funds**
Adopting a Resolution closing completed improvement projects, or completed phases within specific projects, and transferring funds pursuant to the City Charter, Section 11.10; and to transfer the stated amounts to fund active projects listed in Item No. 2 of the attached Resolution.

F.6. **Mayoral Conference Travel - Tech.Land Xperience**
Approving Mayor Norton presenting at the Tech.Land Xperience conference not preauthorized by the City's travel policy in Muenster, Germany, March 10-12, 2026.

F.7. **Police Department Squad Car Replacement**
Approving the advanced replacement of RPD squad 011 and equipment utilizing the Public Safety Fund.

F.8. **Donation from Olmsted Medical Center**
Accepting a donation from Olmsted Medical Center in the amount of $1,000.

F.9. **Bid Advertisement - 2026 Sidewalk and Pedestrian Ramp Improvements NC District 2-1 - Project No. J4731 and Sidewalk Improvement District Policy Update**
1. Authorizing the advertisement for bids and scheduling a bid opening on March 17, 2026, for the construction of the 2026 Sidewalk and Pedestrian Ramp Improvements NC District 2-1 - Project No. J4731 and;
2. Adopting a Sidewalk Improvement District (SID) Policy change to include additional Land Use Codes.

F.10. **Bid Advertisement - 2026 Chip Seal Street Rehabilitation - Project No. J114**
Authorizing the advertisement for bids and scheduling a bid opening on March 17, 2026, at 11:00 a.m. for the 2026 Chip Seal Street Rehabilitation - Project No. J114.

F.11. **Purchase and Installation Agreement with Egan Company for Cameras and Related Infrastructure**
Authorizing an agreement with Egan Company in the amount of $123,565.46 for the purchase and installation of cameras and related infrastructure at the 2nd Street parking ramp.

F.12. **Professional Services Contract Amendment: Bolton & Menk - Project No. J7919 - 6th Street Bridge, Neighborhood Safety & Riverfront Improvements Project**
Authorizing a contract amendment with Bolton & Menk in the amount of $981,449 for the 6th Street Bridge, Neighborhood Safety & Riverfront Improvements Project - Project No. J7919.

F.13. **Contract Award: Knutson Construction Services for North Broadway Park & Ride - Project No. J2114**
Adopting a Resolution authorizing the award of a contract to Knutson Construction Services Rochester, Inc. in the amount of $9,098,900, for construction of the North Broadway Park & Ride - Project No. J2114 (2025-10), subject to execution of the Infrastructure Investment and Jobs Act (IIJA) funding contract.

F.14. Pedestrian Facilities Agreement & Temporary Construction Easement - Rochester Plumbers and Fitters Building Corporation

Authorizing a pedestrian facilities agreement and temporary construction easement with Rochester Plumbers and Fitters Building Corporation to ensure the installation of pedestrian facilities along the entire frontage of its property abutting 32nd Ave NW right-of-way.

F.15. 2nd St SE and 16th Ave SE Sanitary Sewer Maintenance Project - Project No. J7838

1. Adopting a Resolution ordering the preparation of a Feasibility Report for 2nd St SE and 16th Ave SE Sanitary Sewer Maintenance Project - Project No. J7838 and;
2. Adopting a Resolution accepting the Feasibility Report and calling for public improvement hearing on April 6, 2026 for 2nd St SE and 16th Ave SE Sanitary Sewer Maintenance Project - Project No. J7838 and;
3. Adopting a Resolution setting an assessment hearing on April 6, 2026, for the 2nd St SE and 16th Ave SE Sanitary Sewer Maintenance Project - Project No. J7838.

F.16. Septic System/Sanitary Sewer Utility Connection Agreement with Jeannette C. Krom-Treels Revocable Trust under agreement dated June 17, 1997 - 2011 Merrihills Dr SW

Authorizing a Septic System/Sanitary Sewer Utility Connection Agreement with the Jeannette C. Krom-Treels Revocable Trust under agreement dated June 17, 1997, to allow for repair or replacement of the current septic system serving their property until the property can be connected to municipal sanitary sewer at a later date.

F.17. Change Order #2 with SM Hentges & Sons Construction for Phase 4 of the Runway 03/21 Reconstruction Project at Rochester International Airport (RST).

Authorizing Change Order #2 with SM Hentges & Sons Construction that will result in an increase to the contract of $139,642.99 and execution of any necessary documents related to additional state and federal funding.

F.18. Agreement for Electric Facilities Dedicated to Serving Mayo Clinic

Authorizing execution of an agreement with Mayo Clinic that replaces legacy cost responsibility agreements and establishes responsibility for future repair, replacement, and upgrade costs for electric facilities dedicated to serving Mayo Clinic load.

F.19. Better Utilizing Investments to Leverage Development (BUILD) Planning Grant Application to the US Department of Transportation

Approving the submittal to the US Department of Transportation (USDOT) of a Better Utilizing Investments to Leverage Development (BUILD) Grant application for the planning and design of Civic Center Drive from 16th Avenue to Broadway Avenue and Broadway Avenue from Civic Center Drive to 6th Street SE.

F.20. Grant Acceptance and Professional Services Agreement to provide Bidding and Construction Administration (CA) Services related to the Relocation of the existing FAA owned ASR-11 Fiberoptic Communications Cables as part of the Runway 03/21 Reconstruction Project at the Rochester International Airport (RST).

1. Authorizing professional services agreement with Mead & Hunt to provide bidding and construction administration services related to the relocation of the existing FAA owned ASR-11 fiberoptic communications cables at the Rochester International Airport (RST); and
2. Adopting a resolution accepting the grant and authorizing execution of grant agreements with the State of Minnesota; and
3. Adopting a resolution accepting the grant and authorizing execution of grant agreements with the Federal Aviation Administration (FAA).

F.21. Downtown Historic District Property Preservation Program Funding

1. Adopting a Resolution authorizing Downtown Property Preservation Program funding (GSIA) in the amount of $500,000 for the property located at 7 2nd Street SW.
2. Adopting a Resolution authorizing Downtown Property Preservation Program funding (GSIA) in the amount of $6,320 for the property located at 22 3rd Street SW.

Public Hearing Guidelines

View the public hearing guidelines online.

Sign-up In Person 30 Minutes before the meeting. View Public Hearing guidelines for additional ways to participate. Virtual participation is not available at this time.

G. Public Hearings

G.1. Conditional Use Permit No. CD2025-007CUP, by ML Group I, LLC

Adopting a Resolution approving Conditional Use Permit No. CD2025-007CUP, by ML Group I, LLC, for the placement of excavated fill within the 100-year Flood Prone subdistrict and compensatory storm water area improvement for the future development of a multifamily development project.

G.2. Major Land Subdivision No. CD2026-001PLAT by Bigelow Homes, LLC. to be known as Westbury First

Adopting a Resolution approving Major Land Subdivision No. CD2026-001PLAT by Bigelow Homes, LLC, to be known as Westbury First, with five conditions, subdividing 35.4 acres into 105 residential lots, 4 outlots, and a dedicated City Parkland parcel.

H. Reports and Recommendations

I. Council Initiated Actions

J. Ordinance First Readings

J.1. Proposed Ordinance - Chapter 5-24 Relating to Film Permits

Receiving and filing a proposed Ordinance addition to the Rochester Code of Ordinances, creating Chapter 5-24 Relating to Film Permits.

J.2. Zone Change No. CD2025-006ZC by Oak Grove RST LLC

Receiving and Filing the First Reading of Zone Change No. CD2025-006ZC, by Oak Grove RST LLC, amending the zoning designation on a 13-acre site from AG (Agriculture) to R-1 (Mixed Use Single Family).

K. Ordinance Second Readings

K.1. Zone Change No. CD2025-005ZC by Enclave Development, LLC

Adopting an Ordinance approving Zone Change No. CD2025-005ZC, by Enclave Development, LLC., amending the zoning designation on a 2.04-acre site from R-2x (Low Density Residential Infill) to R-4 (High Density Residential).

L. Tabled Items

M. Other Business

N. Adjournment



Vision, Principles & Priorities

Community Vision

Rochester is a City that cares. Where all people are treated with dignity and respect. Where residents, employees, and visitors enjoy a high quality of life. Where business and industry thrive, and where the land and environment are renewed and sustained for the benefit of all. It is a welcoming and diverse community.

- Renowned for its reputation as a center for growth and innovation.
- Characterized by its safe and friendly neighborhoods.
- Committed to health and wellness for its people.
- Connected both physically and socially.
- Dedicated to the sustainable and responsible use of public resources.

Strategic Priorities

We will focus our resources and initiatives to drive progress in these areas:

- Economic Resilience
- Housing Access
- Inclusive Growth Management
- Responsible Environmental Stewardship
- Transformational Capital Projects

Organizational Vision

A vibrant, compassionate, innovative team.

Foundational Principles

We will approach every action and decision through a lens of:

- Compassion
- Fiscal Responsibility and Sustainability
- Inclusive Decision-Making
- Public Safety
- Quality Services
- Social Equity

CITY OF ROCHESTER MINNESOTA

Open Comment Period Participation Guidelines

The **Open Comment Period** provides the community with an opportunity to address the City Council on a topic of their choice.

The following speaker guidelines apply:

- ✓ Open Comment Period is limited to 20 minutes.
- ✓ Each speaker may speak for up to two (2) minutes until the 20-minute period is exhausted.
- ✓ Speakers may only speak at one (1) Open Comment Period per calendar month.
- ✓ Speakers may not yield their time to another speaker.

If speakers have exhibits to share with the Council:

- ✓ Community members are encouraged to share information in advance by emailing materials directly to the Council at citycouncil@rochestermn.gov.
- ✓ Printed materials brought to the meeting should be handed to the City Clerk.
- ✓ The Clerk will place materials in Council mailboxes & attach them to the meeting record.
- ✓ The City Clerk does not create materials, make copies, run slideshows, or play video for speakers during the Open Comment Period.

Items on the agenda for a public hearing may not be discussed during Open Comment.

Matters currently under negotiation, litigation, or related to personnel will not be discussed during Open Comment.

Currently virtual participation is not available. If you are unable to attend in-person to provide public comment, or you would prefer to submit your comments through a different medium, the following contact methods are also available:

- ✓ Email the City by Noon on the day of the meeting publiccomment@rochestermn.gov and your comment will be distributed to the City Council prior to the meeting that day.

- ✓ Fill out a written open comment form in-person at the Council Meeting and give it to the Clerk.

- ✓ Send an open comment In the mail to:

  City of Rochester - City Clerk
  201 4th St SE, Ste 135
  Rochester, MN 55904

- ✓ Send an email to your individual Councilmember – find their email addresses on the City's website under City Council – Council Members.
- ✓ Send an email to the full Council at citycouncil@rochestermn.gov.

Questions? Contact the City Clerk's Office: 507-328-2900 or cityclerk@rochestermn.gov

F.1

REQUEST FOR ACTION

Minutes for the City Council Meeting of February 2, 2026

MEETING DATE:
February 18, 2026

ORIGINATING DEPT:
City Clerk

AGENDA SECTION:
Consent Agenda

PRESENTER:
Ann Kasel

Action Requested:
Accepting the minutes and video of the February 2, 2026, meeting as the official record of the City Council.

Report Narrative:
The Minutes are the official record of the Rochester, Minnesota, City Council. Official minutes of the City Council take record of attendance, the beginning and ending of the meeting, and all actions taken by the Council, with motions and votes. For dialogue and discussion on the items, please refer to the corresponding video found on the City Council Meetings page under "Past Meetings & Video Archives."

Priorities & Foundational Principles:
Quality Services
Social Equity

Policy Considerations & DEI Impact:
Minutes for every meeting are accepted and published by the City Clerk as required by law to promote transparency and ease of access to official Council documents and recordings.

Prior Legislative Actions & Community Engagement:
Minutes are adopted for each meeting.

Fiscal & Resource Impact:
No fiscal impact to report.

Alternative Action(s):
No alternative actions are suggested at this time.

Prepared By:
Heather Reyna

Attachments:
Minutes - February 2, 2026 City Council

CITY OF ROCHESTER, MINNESOTA
City Council MINUTES

Attending and Viewing the Meeting:

City Council President Schubring called the meeting to order at 6:00 p.m.

Pledge of Allegiance

Vision, Principles, and Priorities for the City of Rochester

Vision, Principles and Priorities

A) Open Comment Period

A.1) Sign-up In Person 30 Minutes before the meeting. View Open Comment guidelines for additional ways to participate. Virtual participation is not available at this time.

Open Comment Period Guidelines

The following persons were called to speak:
1. Jan Throndson
2. Three Rivers Restorative Justice - Jeff Stillwell
3. Virginia Wright-Peterson
4. Kelly Klein
5. Amy Caucutt
6. Tina Liebling
7. Barry Larson
8. Raymond Nielsen
9. Jeff Ulmer
10. Heather Lennard

Motion to suspend the rules to allow additional open comment period and all the additional fifteen speakers signed up to speak.

MOVER:	Andy Friederichs
SECONDER:	Dan Doering
AYES:	Randy Schubring, Patrick Keane, Nick Miller, Norman Wahl, Andy Friederichs, Shaun Palmer, Dan Doering
RESULT:	**APPROVED [UNANIMOUS]**

11. Kowthar Ragow
12. Mandi Gaus
13. Mohad Abdullahi

14. Jan Wiersma
15. Becca Herbstritt
16. Wes Lund
17. Lucianne Kroening
18. Andrew Sibley
19. Melissa Thompson
20. Valery Fernandez
21. Jason Bale-Bakken
22.Abdirashid Farah
23. Patrick Seeb
24. Kyle Pike
25. Salah Mohamed

B. Joyce Written Comment

B. Larson Written Comment

C. Rodenbiker Written Comment

J. Munger Written Comment

J. Throndson Written Comment

T. Joyce Written Comment

W. Lund Written Comment

B) Call to Order/Roll Call

Attendee Name	Status
Randy Schubring	Present
Patrick Keane	Present
Nick Miller	Present
Norman Wahl	Present
Andy Friederichs	Present
Shaun Palmer	Present
Dan Doering	Present
Kim Norton	Present

C) City Administrator's Report

D) Mayor's Report

E) Order of Agenda

Order of Agenda

MOVER: Andy Friederichs
SECONDER: Nick Miller
AYES: Randy Schubring, Patrick Keane, Nick Miller, Norman Wahl, Andy Friederichs, Shaun Palmer, Dan Doering
RESULT: **APPROVED [UNANIMOUS]**

F) Consent Agenda

F.1) Minutes for the City Council Meeting of January 21, 2026

Official Act: Accepted Official Act No. 022-26 the minutes and video of the January 21, 2026, meeting as the official record of the City Council.

Cover Page

City Council Minutes - January 21, 2026

F.2) Off-Site Gambling Permit - Whitlock-Sonnenberg VFW Post 1215

Official Act: Adopted Resolution No. 023-26 authorizing Whitlock-Sonnenberg VFW Post 1215 to conduct an off-site gambling event at the Olmsted County Fairgrounds, located at 107 Arena Dr SE, from July 21, 2025, through July 27, 2025.

Cover Page

F.3) 2026 Rochester Pride: Community Festival

Official Act: Adopted Resolution No. 024-26 approving the special event permit application for the 2026 Rochester Pride celebration and declaring the event a community festival.

Cover Page

F.4) Donations to the International Relations Committee for Student Travel Scholarships

Official Act: Adopted Resolution No. 025-26 accepting donations in the amount of $459.72 received from Oktoberfest, the New Year's Eve Party, and from anonymous donors.

Cover Page

F.5) High Intensity Drug Trafficking Areas (HIDTA) Grant

Official Act: Authorized Official Act No. 023-26 the Police Department to apply for the fiscal year 2026 High Intensity Drug Trafficking Areas (HIDTA) Program Grant.

Cover Page

F.6) Bid Advertisement - 2026 Overlay Street Rehabilitation - Project No. J115 and 2026 Overlay Manhole Rehabilitation - Project No. J4370

Official Act: Authorized Official Act No. 024-26 the advertisement for bids and scheduling a bid opening on March 3, 2026, at 11:00 a.m. for 2026 Overlay Street Rehabilitation - Project No. J115 and 11:15 a.m. for 2026 Overlay Manhole Rehabilitation - Project No. J4370.

Cover Page

Location Map - 2026 Overlay Street Rehabilitation - Project No. J115 & 2026 Overlay Manhole Rehabilitation - Project No. J4370

Bid Advertisement - 2026 Overlay Street Rehabilitation - Project No. J115

Bid Advertisement - 2026 Overlay Manhole Rehabilitation - Project No. J4370

F.7) Revocable Permit and Agreement with Mayo Clinic - 15kv Distribution Marion Bus 10/11 Feeder Extension Project Package B3 for various electrical duct bank private improvements within the public right-of-way of 1st St SW, 3rd St NW, 3rd Ave NW, 4th Ave NW, and 5th Ave NW

Official Act: Authorized Official Act No. 025-26 a revocable permit and agreement ("the agreement") with Mayo Clinic for various electrical duct bank

private improvements within the public right-of-way of 1st St SW, 3rd St NW, 3rd Ave NW, 4th Ave NW, and 5th Ave NW, to facilitate the Mayo Clinic - 15kv Distribution Marion Bus 10/11 Feeder Extension Project Package B3.

Cover Page

Revocable Permit & Agreement - Improvements in 1st St SW, 3rd St NW, 3rd Ave NW, 4th Ave NW, and 5th Ave NW Right-of-Way

F.8) City-Owner Contract: Public Improvements to Serve Mayo Clinic BFUiR (Package B, Phase 2) - Project No. J5653

Official Act: Authorized Official Act No. 026-26:

1. A City-Owner contract for Project No. J5653, "Public Improvements to Serve Mayo Clinic BFUiR (Package B, Phase 2)," with City execution conditional upon full execution of the contract by Owner, Contractor, and Engineer, project and grading plan approvals, and Contractor's submission of the appropriate bond and insurance documentation and;
2. A professional technical services contract with WSB LLC, for $146,283.50, for work related to Project No. J5653, "Public Improvements to Serve Mayo Clinic BFUiR (Package B, Phase 2)," subject to City execution of the City-Owner contract.

Cover Page

City-Owner Contract - Mayo Clinic BFUiR (Package B, Phase 2) - Project No. J5653

Exhibit - Mayo Clinic BFUiR (Package B, Phase 2) - Project No. J5653

Professional Technical Services Contract - Mayo Clinic BFUiR (Package B, Phase 2) - Project No. J5653

F.9) City-Owner Contract: Public Improvements to Facilitate the 15kV Distribution, Tunnels & Distribution - Marion Bus 10/11 Feeder Extension, (Package B3) - Project No. J5665

Official Act: Authorized Official Act No. 027-26:

1. A City-Owner contract for Project No. J5665, "Public Improvements to Facilitate the 15kV Distribution, Tunnels & Distribution - Marion Bus 10/11 Feeder Extension, (Package B3)," with City execution conditional upon full execution of the contract by Owner, Contractor, and Engineer, project and grading plan approvals, and Contractor's submission of the appropriate bond and insurance documentation and;
2. A professional technical services contract with WSB LLC, for $253,401.50, for work related to Project No. J5665, "Public Improvements to Facilitate the 15kV Distribution, Tunnels & Distribution - Marion Bus 10/11 Feeder Extension, (Package B3)," subject to City execution of the City-Owner contract.

Cover Page

City-Owner Contract - Mayo Clinic 15kV Distribution (Package B3) - Project No. J5665

Exhibit - Mayo Clinic 15kV Distribution (Package B3) - Project No. J5665

Professional Technical Services Contract - Mayo Clinic 15kV Distribution (Package B3) - Project No. J5665

F.10) 2026 - 2029 Environmental Systems Research Institute, Inc. Citywide Small Government Enterprise Agreement Renewal

Official Act: Approved Official Act No. 028-26 the Public Works Department cost-sharing contribution to the Citywide Small Government Enterprise Agreement Renewal in the amount of $195,370 over four years for Geographic Information Systems (GIS) software.

Cover Page

Agreement - Esri Citywide SGEA Renewal 4 yr

Exhibit - Rochester Public Utilities 2026-29 ESRI Enterprise License

F.11) Purchase of Rochester Public Transit Vehicles

Official Act: Adopted Resolution No. 026-26 approving the purchase of four 40' clean diesel buses, two paratransit vehicles and one service pickup for Rochester Pubic Transit.

Cover Page

F.12) 2025 Destination Medical Center Annual Report to the Minnesota State Legislature

Official Act: Adopted Resolution No. 027-26 approving the 2025 Destination Medical Center Annual Report.

Cover Page

Report - DMC 2025 Annual Report

Approved the Consent Agenda.

MOVER:	Nick Miller
SECONDER:	Dan Doering
AYES:	Randy Schubring, Patrick Keane, Nick Miller, Norman Wahl, Andy Friederichs, Shaun Palmer, Dan Doering
RESULT:	**APPROVED [UNANIMOUS]**

Public Hearing Guidelines

Sign-up In Person 30 Minutes before the meeting. View Public Hearing guidelines for additional ways to participate. Virtual participation is not available at this time.

Public Hearing Guidelines

G) Public Hearings

G.1) Zone Change No. CD2025-007ZC by INH Properties

Official Act: Official Act No. 029-26:
1. Approving Zone Change No. CD2025-007ZC, by INH Properties, to rezone approximately 1.2 acres of land from R-2x (Low Density Residential Infill) to R-3 (Medium Density Residential); and
2. Directing the City Attorney to prepare an Ordinance for First Reading.

Community Development Assistant Director of Housing and Development Taryn Edens presented the item and answered questions on the item.
WSE Engineering Land Development Director, Bill Tointon, spoke on the item.

The public hearing was opened. Having no persons wishing to speak, the public hearing was closed.
Community Development Planner Ed Caples answered questions on the item.

Cover Page

Community Development Memo - CD2025-007ZC INH Properties

Development Process - CD2025-007ZC INH Properties

Notification Map - CD2025-007ZC INH Properties

Site Location Map - CD2025-007ZC INH Properties

Applicant Narrative - CD2025-007ZC INH Properties

Massing Exhibit - CD2025-007ZC INH Properties

Zone Change Exhibit - CD2025-007ZC INH Properties

NIM Minutes - CD2025-007ZC INH Properties

Review Comments - CD2025-007ZC INH Properties

Allowed Uses Table - CD2025-007ZC INH Properties

PZC Meeting Minutes 01/14/2026 - CD2025-007ZC

Official Act No. 029-26:
1. Approving Zone Change No. CD2025-007ZC, by INH Properties, to rezone approximately 1.2 acres of land from R-2x (Low Density Residential Infill) to R-3 (Medium Density Residential); and
2. Directing the City Attorney to prepare an Ordinance for First Reading.

MOVER:	Andy Friederichs
SECONDER:	Nick Miller
AYES:	Randy Schubring, Patrick Keane, Nick Miller, Norman Wahl, Andy Friederichs, Shaun Palmer, Dan Doering
RESULT:	**APPROVED [UNANIMOUS]**

G.2) Zone Change No. CD2025-008ZC by Sunshine Behavioral Health Group, LLC.

Official Act: Official Act No. 030-26:
1. Approving Zone Change No. Zone Change No. CD2025-008ZC, by Sunshine Behavioral Health Group, LLC., amending the zoning designation on a 2.71-acre site from LI (Light Industrial) to MXG (Mixed Use General); and,
2. Directing the City Attorney to prepare an Ordinance for First Reading

Community Development Planner Desmond McGeough introduced the item and answered questions.
Sunshine Behavioral Health Group Chief Financial Officer, Brandon Turner, spoke on the item.
The public hearing was opened. Having no persons wishing to speak, the public hearing was closed.

Cover Page

CD Memo - CD2025-008ZC - Woodlake Zone Change

Public Notification Map - CD2025-008ZC - Woodlake Zone Change

Location Map Exhibit - CD2025-008ZC - Woodlake Zone Change

Applicant Cover Letter - CD2025-008ZC - Woodlake Zone Change

NIM Summary - CD2025-008ZC - Woodlake Zone Change

Agency Review Comment - CD225-008ZC - Woodlake Zone Change

UDC Use Table - CD2025-008ZC - Woodlake Zone Change

ALTA Survey of Existing Site Conditions - CD2025-008ZC - Woodlake Zone Change

Zoning Map Amendment Criteria - CD2025-008ZC - Woodlake Zone Change

PZC Meeting Minutes - CD2025-008ZC - Woodlake Zone Change

Official Act No. 030-26:
1. Approving Zone Change No. Zone Change No. CD2025-008ZC, by Sunshine Behavioral Health Group, LLC., amending the zoning designation on a 2.71-acre site from LI (Light Industrial) to MXG (Mixed Use General); and,
2. Directing the City Attorney to prepare an Ordinance for First Reading

MOVER:	Andy Friederichs
SECONDER:	Patrick Keane
AYES:	Randy Schubring, Patrick Keane, Nick Miller, Norman Wahl, Andy Friederichs, Dan Doering
NAYS:	Shaun Palmer
RESULT:	**APPROVED [6 - 1]**

G.3) Final Plat No. CD2026-002PLAT by West 34 Partners LLC to be known as Badger Heights Second

Official Act: Adopted Resolution No. 028-26 approving Final Plat No. CD2026-002PLAT, by West 34 Partners LLC, to be known as Badger Heights Second, with five conditions, for the subdivision of 8.5 acres of land into 32 residential lots.

Community Development Planner Ed Caples introduced the item.
The public hearing was opened. Having no persons wishing to speak, the public hearing was closed.

Cover Page

Community Development Memo - CD2026-002PLAT Badger Heights Second

Development Process - CD2026-002PLAT Badger Heights Second

Notification Map - CD2026-002PLAT Badger Heights Second

Location Map Exhibit - CD2026-002PLAT Badger Heights Second

Final Plat Exhibit - CD2026-002PLAT Badger Heights Second

Review Comments - CD2026-002PLAT Badger Heights Second

Final Plat Criteria - CD2026-002PLAT Badger Heights Second

Adopted Resolution No. 028-26 approving Final Plat No. CD2026-002PLAT, by West 34 Partners LLC, to be known as Badger Heights Second, with five conditions, for the subdivision of 8.5 acres of land into 32 residential lots.

MOVER: Patrick Keane
SECONDER: Norman Wahl
AYES: Randy Schubring, Patrick Keane, Nick Miller, Norman Wahl, Andy Friederichs, Shaun Palmer, Dan Doering
RESULT: **APPROVED [UNANIMOUS]**

H) Reports and Recommendations

I) Council Initiated Actions

I.1) Council Initiated Action - Reaffirming Rochester as a Compassionate City

Official Act: Adopted Resolution No. 029-26 reaffirming Rochester as a compassionate city.

Council Member Doering presented the item.
City Attorney Michael Spindler-Krage answered questions on the item.
Chief of Police Jim Franklin answered questions on the item.

Cover Page

Council Initiated Action - Resolution Reaffirming Rochester as a Compassionate City

Resolution - Rochester Compassionate City

Adopted Resolution No. 029-26 Council Initiated Action (CIA) requesting City Council adopt a Resolution reaffirming Rochester as a compassionate city.

MOVER: Dan Doering
SECONDER: Andy Friederichs
AYES: Randy Schubring, Patrick Keane, Nick Miller, Norman Wahl, Andy Friederichs, Shaun Palmer, Dan Doering
RESULT: **APPROVED [UNANIMOUS]**

Motion to direct the City Attorney to coordinate amicus participation, with a focus on documenting local impacts of the immigration enforcement action. Any such amicus brief or other forms of support would be submitted at the next available opportunity in current or future federal cases addressing constitutional and/or jurisdiction authorities within the State of Minnesota.

MOVER: Patrick Keane
SECONDER: Nick Miller
AYES: Randy Schubring, Patrick Keane, Nick Miller, Dan Doering
NAYS: Norman Wahl, Andy Friederichs, Shaun Palmer
RESULT: **APPROVED [4 - 3]**

City Attorney Michael Spindler-Krage answered questions on the item.
Chief of Police Jim Franklin answered questions on the item.

Motion to delay action coordinate amicus participation, with a focus on documenting local impacts of the immigration enforcement action.

MOVER: Shaun Palmer
SECONDER: None
RESULT: **The motion failed due to the lack of a second**

J) Ordinance First Readings

K) Ordinance Second Readings

K.1) Historic Landmark Designation - 225 NW 1st Ave - Central Park

Official Act: Adopted Ordinance No. 4578 designating Central Park as a local historic landmark site and amending the zoning map to reflect this.

Cover Page

Adopted Ordinance No. 4578 designating Central Park as a local historic landmark site and amending the zoning map to reflect this.

MOVER:	Patrick Keane
SECONDER:	Nick Miller
AYES:	Randy Schubring, Patrick Keane, Nick Miller, Norman Wahl, Andy Friederichs, Shaun Palmer, Dan Doering
RESULT:	**APPROVED [UNANIMOUS]**

L) Tabled Items

M) Other Business

M.1) Rochester Economic Development Authority (EDA) Meeting of February 2, 2026

Official Act: Official Act No. 031-26:
Recessing to a meeting of the Rochester Economic Development Authority (EDA).
Adopting the findings of the Rochester EDA.

Cover Page

Official Act:
Recessing to a meeting of the Rochester Economic Development Authority (EDA).
Adopting the findings of the Rochester EDA.

The City Council recessed to a meeting of the Rochester Economic Development Authority at 8:30 p.m.

MOVER:	Andy Friederichs
SECONDER:	Nick Miller
AYES:	Randy Schubring, Patrick Keane, Nick Miller, Norman Wahl, Andy Friederichs, Shaun Palmer, Dan Doering
RESULT:	**APPROVED [UNANIMOUS]**

The City Council meeting was called back to order at 8:38 p.m.

Motion to adopt findings of Rochester EDA:
1. Adopted Official Act No. EDA001-26 (OA032-26) appointments of officers for the Rochester Economic Development Authority (EDA) for 2026.
2. Accepted Official Act No. EDA002-26 (OA033-26) the minutes and video of the October 20, 2025, meeting of the Rochester Economic Development Authority (EDA) as the official record of the EDA.
3. Adopted Resolution No. EDA001-26 (030-26) decertifying Tax Increment Financing District No. 47-1 (Pepsi Cola Bottling Project).
4. Approved Official Act No. EDA003-26 (OA034-26) an agreement with Ehlers to develop a Tax Increment Financing (TIF) Management Plan for the active TIF districts in the City.
5. Adopted Resolution No. EDA002-26 (031-26) designating US Bank

Rochester and Wells Fargo Bank Rochester as depositories of public funds for the Economic Development Authority (EDA) for 2026.
6. Adopted Resolution No. EDA003-26 (032-26) approving the 2026 Rochester Economic Development Authority Budget.

MOVER:	Dan Doering
SECONDER:	Norman Wahl
AYES:	Randy Schubring, Patrick Keane, Nick Miller, Norman Wahl, Andy Friederichs, Shaun Palmer, Dan Doering
RESULT:	**APPROVED [UNANIMOUS]**

M) Other Business

N) Adjournment

Adjournment at 8:53 p.m.

MOVER:	Andy Friederichs
SECONDER:	Patrick Keane
AYES:	Randy Schubring, Patrick Keane, Nick Miller, Norman Wahl, Andy Friederichs, Shaun Palmer, Dan Doering
RESULT:	**APPROVED [UNANIMOUS]**

Ann M. Kasel
City Clerk
If you need assistance finding information about an item on this agenda, please contact the City Clerk's Office at (507) 328-2900 or email cityclerk@rochestermn.gov.

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Appointments to Boards and Commissions

MEETING DATE:
February 18, 2026

ORIGINATING DEPT:
Office of the Mayor

AGENDA SECTION:
Consent Agenda

PRESENTER:
Mayor Kim Norton

Action Requested:

Approving the Mayoral appointments of:

1. Michael Bee to the Fire Civil Service Commission, effective February 19, 2026, to fill the unexpired term of C. Hodde ending March 31, 2027.
2. Rodney Spencer to the Zoning Board of Appeals, effective immediately, to their first three-year term ending December 31, 2028 (replacing R. Wrightman).

Report Narrative:

The Rochester City Council seeks volunteers to serve on various City boards and commissions. Applicants must have a desire to serve their community in a volunteer capacity, be willing to contribute the number of hours necessary for the particular board/commission to which they are applying, must be 18 years of age, and may be required to meet specified residency requirements. The Mayor reviews applications and interviews applicants for City Council approval and appointment.

Fire Civil Service Commission

Michael Bee is a mental health nurse and has a unique understanding of the emotional toll first responders face on a daily basis. He is also honoring the memory his father who was a long-time member of the RFD.

Zoning Board of Appeals

Rodney Spencer is a long-time area resident, residential and commercial property owner, and former renter. He has a background in technology and community involvement.

Priorities & Foundational Principles:

Quality Services for Quality Living
Social Equity

Policy Considerations & DEI Impact:

The Mayor completes a biannual survey of Board and Commission members to ensure diverse community representation.

Prior Legislative Actions & Community Engagement:

Board and Commission appointments are made on a routine basis as positions become available.

Fiscal & Resource Impact:

No fiscal impact.

Alternative Action(s):
No alternative actions are suggested at this time.

Prepared By:
Michon Rogers

Attachments:

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

2025 Fourth Quarter Budget Performance Report

MEETING DATE:
February 18, 2026

ORIGINATING DEPT:
Finance Department

AGENDA SECTION:
Consent Agenda

PRESENTER:
Brian Anderson

Action Requested:
Receiving and filing the 2025 Fourth Quarter Budget Performance Report for the period ending December 31, 2025.

Report Narrative:
The Quarterly Performance Budget Report is intended to help Council Members keep a "high-level view" of overall budget performance throughout the year. Please note the comments in the right column as they provide relevant information to the budget item's performance. At this time, the Finance Department is still making necessary adjustments for the year-end process and plans to have 2025 accounting closed March 2nd.

Priorities & Foundational Principles:
Fiscal Responsibility & Sustainability
Quality Services for Quality Living

Policy Considerations & DEI Impact:
The Quarterly Performance Budget Report assists the City in monitoring its revenues and expenditures. This gives management an opportunity to recommend budget changes and institute budget contingency plans if revenues are not as expected. Additionally, this report provides Council the ability to monitor trends that impact the budget cycle and may influence future policy decisions.

Prior Legislative Actions & Community Engagement:
The Quarterly Performance Budget Report is brought forward on a quarterly basis for Council information.

Fiscal & Resource Impact:
No direct fiscal or resource impact derives from this report.

Alternative Action(s):
No alternative actions suggested at this time.

Prepared By:
Joy Harris

Attachments:

Report - 2025 Fourth Quarter Budget Performance

City of Rochester, MN

Council Budget to Actual - Revenue Report

thru December 31st, 2025

(100% of the Year Completed)

COMPANY/REVENUE SOURCE	DECEMBER 31ST ACTUAL 2025	DECEMBER 31ST BUDGET 2025	DECEMBER 31ST NEWVAR% 2025	COMMENT
General Fund				
	-133,082.14	-338,844.00	39.28	
Charges for Services	-7,254,281.44	-6,201,482.68	116.98	
Fines	-371,379.91	-322,504.39	115.15	
Fair Value of Investments	-50,068.59	0.00	100.00	
Interest Earnings	-1,710,891.35	-509,883.42	335.55	
In Lieu of Tax	-15,453,131.23	-15,372,858.00	100.52	
Intergovernmental Revenues	-12,778,686.24	-10,375,570.71	123.16	
Licenses and Permits	-7,957,521.45	-7,978,241.00	99.74	
Miscellaneous Revenues	-1,948,174.53	-2,012,327.38	96.81	
Other Financing Sources	-2,210,998.72	-5,235,333.98	42.23	$2.96 million of the budget amount is to allow the spend of prior year dollars due to encumbrances and PO's from 2024. The actuals will not be recorded here.
Special Assessments Revenue	-205.72		100.00	
Taxes	-83,584,870.32	-84,709,988.00	98.67	
Total General Fund	**-133,453,291.64**	**-133,057,033.56**	**100.30**	
Library Gift Fund				
Fair Value of Investments	-500.00		100.00	
Interest Earnings	-40,854.52	-18,592.10	219.74	
Intergovernmental Revenues	-94,473.52	-94,473.52	100.00	
Miscellaneous Revenues	-294,815.20	-294,815.20	100.00	
Other Financing Sources	0.00		100.00	
Total Library Gift Fund	**-430,643.24**	**-407,880.82**	**105.58**	

Library Fund			
Charges for Services	-19,529.58	-11,111.00	175.77
Fines	-19,111.08	-4,343.00	440.04
Fair Value of Investments	-3,100.00	0.00	100.00
Interest Earnings	-51,574.44	-31,648.28	162.96
Intergovernmental Revenues	-1,240,054.05	-1,190,931.78	104.12
Miscellaneous Revenues	-1,536.11	-1,817.00	84.54
Other Financing Sources	0.00	-189,453.00	0.00
Taxes	-8,648,676.74	-8,644,679.00	100.05
Total Library Fund	**-9,983,582.00**	**-10,073,983.06**	**99.10**
Municipal Recreation System			
Charges for Services	-1,249,568.34	-572,742.00	218.17
Fair Value of Investments	-3,400.00	0.00	100.00
Interest Earnings	-86,792.92	-16,000.00	542.46
Intergovernmental Revenues	-15,343.67	-15,343.67	100.00
Licenses and Permits	0.00	-1,045.00	0.00
Miscellaneous Revenues	-54,195.28	-40,743.41	133.02
Other Financing Sources	0.00	-210,676.98	0.00
Special Assessments Revenue	-22.73		100.00
Taxes	-10,072,882.45	-10,068,173.00	100.05
Total Municipal Recreation System	**-11,482,205.39**	**-10,924,724.06**	**105.10**
FE Williams			
Fair Value of Investments	-700.00	0.00	100.00
Interest Earnings	-27,754.46	-7,000.00	396.49
Miscellaneous Revenues	0.00	0.00	100.00
Other Financing Sources		7,000.00	0.00
Taxes		0.00	100.00
Total FE Williams	**-28,454.46**	**0.00**	**100.00**
Golf			
Charges for Services	-2,057,882.59	-1,687,453.00	121.95
Fair Value of Investments	-600.00	0.00	100.00
Interest Earnings	-27,061.26	0.00	100.00
Intergovernmental Revenues	0.00	0.00	100.00
Miscellaneous Revenues	-180,812.27	-137,934.64	131.09

Other Financing Sources	0.00	-44,754.31	0.00
Taxes	-275,090.49	-275,007.00	100.03
Total Golf	**-2,541,446.61**	**-2,145,148.95**	**118.47**
Graham Arena			
Charges for Services	-841,727.36	-745,655.00	112.88
Interest Earnings	21,096.79	1,700.00	1,240.99
Intergovernmental Revenues	0.00	-134,264.00	0.00
Miscellaneous Revenues	-17,020.72	-23,000.00	74.00
Other Financing Sources	0.00	-916.82	0.00
Taxes	-136,008.81	-135,965.00	100.03
Total Graham Arena	**-973,660.10**	**-1,038,100.82**	**93.79**
Mayo Civic Center			
Charges for Services	0.00	0.00	100.00
Fair Value of Investments	-900.00		100.00
Interest Earnings	-41,344.56	0.00	100.00
Intergovernmental Revenues	0.00	0.00	100.00
Miscellaneous Revenues	0.00	0.00	100.00
Other Financing Sources	0.00	0.00	100.00
Taxes	-331,222.33	-376,229.00	88.04
Total Mayo Civic Center	**-373,466.89**	**-376,229.00**	**99.27**
National Volleyball Center			
	0.00	0.00	100.00
Charges for Services	-467,851.77	-398,000.00	117.55
Fair Value of Investments	0.00		100.00
Interest Earnings	-2,234.03	-200.00	1,117.02
Intergovernmental Revenues	0.00	-27,106.00	0.00
Miscellaneous Revenues	-71,526.36	-52,500.00	136.24
Other Financing Sources	0.00	-10,348.00	0.00
Taxes	-26,910.27	-26,907.00	100.01
Total National Volleyball Center	**-568,522.43**	**-515,061.00**	**110.38**
Recreation Center			
Charges for Services	-1,031,012.25	-1,025,060.00	100.58
Fair Value of Investments	0.00	0.00	100.00
Interest Earnings	22,494.18	2,200.00	1,022.46

Intergovernmental Revenues	0.00	0.00	100.00
Miscellaneous Revenues	-46,513.91	-54,069.11	86.03
Other Financing Sources	0.00	-9,777.00	0.00
Taxes	-788,295.28	-788,079.00	100.03
Total Recreation Center	**-1,843,327.26**	**-1,874,785.11**	**98.32**
Airport Fund			
Charges for Services	-1,311,342.81	-873,684.00	150.09
Fair Value of Investments	-12,000.00	0.00	100.00
Interest Earnings	-492,653.06	-119,000.00	413.99
Intergovernmental Revenues	-1,282,210.00	-1,528,000.00	83.91
Miscellaneous Revenues	-4,795,676.03	-3,408,597.00	140.69
Other Financing Sources	0.00	1,074,973.00	0.00
Taxes	-603,342.16	-602,845.00	100.08
Total Airport Fund	**-8,497,224.06**	**-5,457,153.00**	**155.71**
Transit Fund			
Charges for Services	-464,534.10	-1,033,000.00	44.97
Fines		0.00	100.00
Fair Value of Investments	-7,600.00	0.00	100.00
Interest Earnings	-333,771.91	-92,000.00	362.80
Intergovernmental Revenues	-13,498,128.00	-13,749,273.00	98.17
Miscellaneous Revenues	-958,657.71	-1,079,709.90	88.79
Other Financing Sources	0.00	899,150.00	0.00
Taxes	-6.59	0.00	100.00
Total Transit Fund	**-15,262,698.31**	**-15,054,832.90**	**101.38**
EDA Administration Fund			
Fair Value of Investments	-2,500.00	0.00	100.00
Interest Earnings	-91,369.02	-25,000.00	365.48
Miscellaneous Revenues	-2,446,260.00	-2,749,790.00	88.96
Other Financing Sources		393,399.00	0.00
Total EDA Administration Fund	**-2,540,129.02**	**-2,381,391.00**	**106.67**
Parking Enterprise Fund			
Charges for Services	-8,886,060.44	-7,653,627.10	116.10
Fines	-708,888.53	-471,343.00	150.40
Fair Value of Investments	-14,600.00	0.00	100.00

Interest Earnings	-555,044.12	-195,000.00	284.64
Intergovernmental Revenues	-19,040.00	0.00	100.00
Licenses and Permits	-50,668.00	-50,748.00	99.84
Miscellaneous Revenues	-235,616.49	-402.00	58,611.07
Other Financing Sources	0.00	1,711,341.50	0.00
Total Parking Enterprise Fund	**-10,469,917.58**	**-6,659,778.60**	**157.21**
Sewer Utility Enterprise Fund			
Charges for Services	-29,468,662.85	-28,824,630.00	102.23
Fines	0.00	0.00	100.00
Fair Value of Investments	-54,700.00	0.00	100.00
Interest Earnings	-2,176,862.63	-475,000.00	458.29
Intergovernmental Revenues	-957,762.93	0.00	100.00
Licenses and Permits	-100.00	-1,000.00	10.00
Miscellaneous Revenues	-3,279,675.57	-179,680.00	1,825.29
Other Financing Sources	-39,750,053.63	7,594,085.52	-523.43
Special Assessments Revenue	0.00		100.00
Taxes	0.00	0.00	100.00
Total Sewer Utility Enterprise Fund	**-75,687,817.61**	**-21,886,224.48**	**345.82**
StormWaterUtility EntrpriseFnd			
Charges for Services	-9,134,848.66	-8,938,999.00	102.19
Fair Value of Investments	-29,200.00	0.00	100.00
Interest Earnings	-1,270,666.40	-360,000.00	352.96
Intergovernmental Revenues	-107,000.00	0.00	100.00
Licenses and Permits	-14,293.10	-20,378.00	70.14
Miscellaneous Revenues	-508,359.22	0.00	100.00
Other Financing Sources	44,986.91	497,878.00	9.04
Special Assessments Revenue	0.00		100.00
Total StormWaterUtility EntrpriseFnd	**-11,019,380.47**	**-8,821,499.00**	**124.92**
	-285,155,767.07	**-220,673,825.36**	**129.22**

City of Rochester, MN

Council Budget to Actual - Expenditure Report

thru December 31st, 2025

(100% of the Year Completed)

COMPANY/BUSINESS UNIT	ACTUALS	BUDGET	% OF BUDGET SPENT	COMMENT
General Fund				
General Government				
41310 - City Council	818,344.78	842,589.00	97.12%	
41315 - Mayor	372,509.01	382,069.97	97.50%	
41320 - City Administration	3,201,319.43	3,629,436.65	88.20%	
41325 - Communications and 311	401,067.12	471,901.35	84.99%	
41400 - City Clerk	971,009.67	952,268.00	101.97%	Allocations yet to happen.
41420 - Elections	207,078.68	547,460.00	37.83%	
41430 - Parking Ticket Collections	91,918.61	0.00	100.00%	Allocations from Parking to happen
41450 - Administrative Fines	3,668.95	9,070.00	40.45%	
41500 - Finance	2,193,574.84	2,368,553.60	92.61%	
41600 - Legal	2,352,259.10	2,771,327.80	84.88%	
41800 - Human Resources	3,467,552.43	3,743,864.12	92.62%	
41910 - Community Development	1,767,454.88	1,963,719.95	90.01%	
41913 - Bold Forward Unbound	1,630,971.07	2,116,047.00	77.08%	
41919 - DSIC & North Statn Mainten	456,863.61	476,475.29	95.88%	
41920 - Information Technology	3,663,352.03	3,608,995.00	101.51%	
41960 - City Hall Maintenance	523,706.45	423,751.07	123.59%	Finance is currently working with the department to clean this up before final close.
Total General Government	**22,122,650.66**	**24,307,528.80**	**91.01%**	
Public Safety				
42100 - Police	43,535,117.21	42,696,236.16	101.96%	
42132 - Animal Control	451,333.53	458,842.20	98.36%	
42133 - Police Reserve	0.00	0.00	100.00%	
42141 - Dispatch	1,231,420.12	1,481,562.41	83.12%	

42200 - Fire	23,927,902.82	24,294,459.94	98.49%	
42260 - Hazmat	85,167.13	63,871.74	133.34%	Appropriation of State Reimbursement occurs when money arrives.
42400 - Community Dvlpmt Protctve	5,383,127.59	5,198,787.34	103.55%	There are settlment expenses skewing this number.
42500 - Flood Control	678,797.44	900,270.20	75.40%	
42600 - Emergency Management	377,592.92	458,335.00	82.38%	
Total Public Safety	**75,670,458.76**	**75,552,364.99**	**100.16%**	
Public Works				
43000 - Engineering	3,802,163.60	4,598,256.99	82.69%	
43100 - Street Infrastructure Mtce	11,015,709.38	11,246,505.05	97.95%	
43125 - Fleet Mtce & PWTOC Bldg	1,090,982.73	1,085,552.30	100.50%	
43200 - Traffic	1,880,641.72	2,081,324.52	90.36%	
43220 - City Lighting	1,891,926.14	1,892,819.00	99.95%	
Total Public Works	**19,681,423.57**	**20,904,457.86**	**94.15%**	
Culture				
44100 - Music	1,294,122.52	1,510,173.00	85.69%	
44200 - ArtCtr/CivicTheatre/125Live	404,506.27	434,930.00	93.00%	
Total Culture	**1,698,628.79**	**1,945,103.00**	**87.33%**	
Community Reinvestment				
44400 - Community Reinvestment	284,915.00	284,915.00	100.00%	
Total Community Reinvestment	**284,915.00**	**284,915.00**	**100.00%**	
Economic Developmnt/Assistance				
44500 - Economic Development	5,293,559.88	5,050,897.50	104.80%	Allocations from DMC to happen.
44515 - CBD Maintenance	852,984.14	971,996.00	87.76%	
Total Economic Developmnt/Assist	**6,146,544.02**	**6,022,893.50**	**102.05%**	
Unallocated				
44600 - Unallocated	159,907.70	124,941.00	127.99%	Credit card fees greater than planned.
44605 - Joint Facilities Maintenance	906,487.00	705,771.41	128.44%	Allocation to 3 major CIP's to happen per 2/21/24 RCA
44620 - Contingency	1,034,277.00	2,294,127.00	45.08%	
Total Unallocated	**2,100,671.70**	**3,124,839.41**	**67.22%**	
Total General Fund	**127,705,292.50**	**132,142,102.56**	**96.64%**	
Library Gift Fund				
Culture				

45500 - Library	406,724.83	405,966.94	100.19%	Spend of gift donations (savings account) exceed current year revenues.
Total Culture	406,724.83	405,966.94	100.19%	
Total Library Gift Fund	**406,724.83**	**405,966.94**	**100.19%**	
Library Fund				
Culture				
45500 - Library	10,062,812.10	10,075,896.94	99.87%	
Total Culture	10,062,812.10	10,075,896.94	99.87%	
Total Library Fund	**10,062,812.10**	**10,075,896.94**	**99.87%**	
Municipal Recreation System				
Parks & Recreation				
46001 - Park & Rec Administration	756,454.59	767,675.00	98.54%	
46010 - Recreation	881,124.99	891,150.30	98.88%	
46013 - Tennis Center	71,769.20	60,216.00	119.19%	Temporary Salaries higher than expected.
46020 - Pools	594,464.57	231,550.86	256.73%	Approved operations of Silver Lake Pool
46030 - Parks	7,889,809.37	8,094,619.91	97.47%	
46033 - Parkway Maintenance	523,950.91	769,501.99	68.09%	
46040 - Plummer House	102,894.82	110,010.00	93.53%	
Total Parks & Recreation	10,820,468.45	10,924,724.06	99.05%	
Total Municipal Recreation System	**10,820,468.45**	**10,924,724.06**	**99.05%**	
FE Williams				
Parks & Recreation				
46100 - FE Williams	0.00	0.00	100.00%	
Total Parks & Recreation	0.00	0.00	100.00%	
Total FE Williams	**0.00**	**0.00**	**100.00%**	
Golf				
Parks & Recreation				
46150 - Golf	2,594,456.97	2,145,148.95	120.95%	Credit Card fees running higher than expected also working with department on some cleanup items
Total Parks & Recreation	2,594,456.97	2,145,148.95	120.95%	
Total Golf	**2,594,456.97**	**2,145,148.95**	**120.95%**	
Graham Arena				

Parks & Recreation				
46200 - Graham Arena	1,140,268.03	1,038,100.82	109.84%	Working on some year-end cleanup items
Total Parks & Recreation	1,140,268.03	1,038,100.82	109.84%	
Total Graham Arena	1,140,268.03	1,038,100.82	109.84%	
Mayo Civic Center				
Mayo Civic Center				
46250 - Mayo Civic Center	315,877.88	376,229.00	83.96%	
Total Mayo Civic Center	315,877.88	376,229.00	83.96%	
Total Mayo Civic Center	315,877.88	376,229.00	83.96%	
National Volleyball Center				
Parks & Recreation				
46300 - National Volleyball Center	566,266.31	515,061.00	109.94%	Working on some year-end cleanup items
Total Parks & Recreation	566,266.31	515,061.00	109.94%	
Total National Volleyball Center	566,266.31	515,061.00	109.94%	
Recreation Center				
Parks & Recreation				
46350 - Recreation Center	1,962,340.73	1,874,785.11	104.67%	Working on some year-end cleanup items
Total Parks & Recreation	1,962,340.73	1,874,785.11	104.67%	
Total Recreation Center	1,962,340.73	1,874,785.11	104.67%	
Airport Fund				
Airport				
46900 - Airport	6,209,686.50	5,287,430.00	117.44%	We act as pass through for operating grants. RAC got special CARES money.
46902 - Airport Customs	363,726.61	169,723.00	214.31%	International flight traffic exceeds expectations.
Total Airport	6,573,413.11	5,457,153.00	120.45%	
Total Airport Fund	6,573,413.11	5,457,153.00	120.45%	
Transit Fund				
Mass Transit				
46950 - Transit	15,040,403.42	15,054,832.90	99.90%	
Total Mass Transit	15,040,403.42	15,054,832.90	99.90%	
Total Transit Fund	15,040,403.42	15,054,832.90	99.90%	
EDA Administration Fund				

Economic Developmnt/Assistance				
44500 - Economic Development	2,453,828.45	2,381,391.00	103.04%	Expenses were higher than expected, but reimbursed through CAM charges.
Total Economic Developmnt/Assist	2,453,828.45	2,381,391.00	103.04%	
Total EDA Administration Fund	2,453,828.45	2,381,391.00	103.04%	
Opioid Settlement Fund				
General Government				
46995 - Opioid Settlement	120,000.00	0.00	100.00%	
Total General Government	120,000.00	0.00	100.00%	
Total Opioid Settlement Fund	120,000.00	0.00	100.00%	
Parking Enterprise Fund				
Public Utility				
49400 - Parking	8,602,146.80	6,659,778.60	129.17%	Expected because plan was to use reserves.
Total Public Utility	8,602,146.80	6,659,778.60	129.17%	
Total Parking Enterprise Fund	8,602,146.80	6,659,778.60	129.17%	
Sewer Utility Enterprise Fund				
Public Utility				
49630 - Water Reclamation Plant	20,760,972.89	23,410,465.48	88.68%	
49635 - Sanitary Sewer Fund Debt	522,130.77	-1,524,241.00	-34.26%	
Total Public Utility	21,283,103.66	21,886,224.48	97.24%	
Total Sewer Utility Enterprise Fund	21,283,103.66	21,886,224.48	97.24%	
StormWaterUtility EntrpriseFnd				
Public Utility				
49650 - Storm Water Utility	7,956,808.96	8,821,499.00	90.20%	
Total Public Utility	7,956,808.96	8,821,499.00	90.20%	
Total StormWaterUtility EntrpriseFnd	7,956,808.96	8,821,499.00	90.20%	
Grand Total	217,604,212.20	219,758,894.36	99.02%	

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

2025 Fourth Quarter Investment Performance Report

MEETING DATE:
February 18, 2026

ORIGINATING DEPT:
Finance Department

AGENDA SECTION:
Consent Agenda

PRESENTER:
Brian Anderson

Action Requested:

Receiving and filing 2025 Fourth Quarter Investment Performance Report for the period ending December 31, 2025.

Report Narrative:

The following information summarizes the City's operating portfolio as of December 31, 2025.

1. Activity and Performance Information - attached
    - Amortized Cost & Fair Value Basis Activity Summary
    - Detail of Amortized Cost & Fair Value Basis Return
    - Annualized Comparative Rates of Return
    - Summary of Amortized Cost & Fair Value Basis Return (October 1, 2025 - December 31, 2025)
    - Maturity Distribution of Securities Held
    - Recap of Securities Held
    - 4M Fund Monthly Statement (Monthly Rate = 3.756% to 4.067%)
    - (Unrealized gains or losses - All securities are intended to be held to maturity, eliminating unrealized gains or losses.)
2. Diversification of Portfolio

Diversified Categories	% of Portfolio	Duration
Cash and Equivalents	0.32%	0.00
Commercial Paper/Money Market	2.66%	0.00
Certificates of Deposit/Short Term Series	0.00%	0.00
US Treasury/Govt Agencies	47.86%	1.77
US Instrumentality/Govt Bonds	48.23%	2.09
Municipal	0.00%	0.00
Cert of Deposit/Short Term Series	0.93%	0.28

Priorities & Foundational Principles:

Fiscal Responsibility & Sustainability
Economic Vibrancy & Growth Management

Policy Considerations & DEI Impact:
In approving the quarterly Investment Performance Report, the Council is participating as prescribed by City Ordinance in the regulatory framework in place to ensure fiscal responsibility and sustainability, as well as transparency.

Prior Legislative Actions & Community Engagement:
A Quarterly Investment Performance Report is presented for City Council review.

Fiscal & Resource Impact:
As per the City's Investment Policy, the City invests in safe, highly rated investments that generate interest earnings.

Alternative Action(s):
No alternative actions are being recommended at this time.

Prepared By:
Joy Harris

Attachments:
Report - 2025 Fourth Quarter Investment Performance

ACTIVITY AND PERFORMANCE SUMMARY

For the period October 1, 2025 - December 31, 2025

Amortized Cost Basis Activity Summary

Opening balance		504,994,957.92
Participant contributions	49,327,478.29	
Income received	4,702,350.30	
Total receipts		54,029,828.59
Participant withdrawals	(31,399,812.50)	
Total disbursements		(31,399,812.50)
Interportfolio transfers	(7,984,875.00)	
Total interportfolio transfers		(7,984,875.00)
Realized gain (loss)		0.00
Change in accruals from security movement		0.00
Total amortization expense		(199,018.77)
Total OID/MKT accretion income		683,884.76
Return of capital		0.00
Closing balance		520,124,965.00
Ending fair value		524,592,718.87
Unrealized gain (loss)		4,467,753.87

Detail of Amortized Cost Basis Return

	Interest earned	Accretion (amortization)	Realized gain (loss)	Total income
Government Agencies	2,213,987.26	331,777.69	0.00	2,545,764.95
Government Bonds	2,485,388.49	126,656.89	0.00	2,612,045.38
Short Term Bills and Notes	0.00	26,431.41	0.00	26,431.41
Total	**4,699,375.75**	**484,865.99**	**0.00**	**5,184,241.74**

Comparative Rates of Return (%)

	* Twelve month trailing	* Six month trailing	* Three month trailing
Fed Funds	4.21	2.04	0.97
Overnight Repo	4.28	2.09	1.00
Merrill Lynch 3m US Treas Bill	4.06	1.95	0.92
Merrill Lynch 6m US Treas Bill	4.05	1.89	0.90
ML 1 Year US Treasury Note	3.91	1.87	0.90
ML 2 Year US Treasury Note	3.81	1.81	0.88
ML 5 Year US Treasury Note	3.92	1.87	0.91

* rates reflected are cumulative

Summary of Amortized Cost Basis Return for the Period

	Total portfolio
Interest earned	4,699,375.75
Accretion (amortization)	484,865.99
Realized gain (loss) on sales	0.00
Total income on portfolio	5,184,241.74
Average daily amortized cost	508,266,842.80
Period return (%)	1.02
YTD return (%)	3.96
Weighted average final maturity in days	806

ACTIVITY AND PERFORMANCE SUMMARY

For the period October 1, 2025 - December 31, 2025

Fair Value Basis Activity Summary

Opening balance		508,867,699.63
Participant contributions	49,327,478.29	
Income received	4,702,350.30	
Total receipts		54,029,828.59
Participant withdrawals	(31,399,812.50)	
Total disbursements		(31,399,812.50)
Interportfolio transfers	(7,984,875.00)	
Total Interportfolio transfers		(7,984,875.00)
Unrealized gain (loss) on security movements		0.00
Change in accruals from security movement		0.00
Return of capital		0.00
Change in fair value for the period		1,079,878.15
Ending fair value		524,592,718.87

Detail of Fair Value Basis Return

	Interest earned	Change in fair value	Total income
Government Agencies	2,213,987.26	576,369.69	2,790,356.95
Government Bonds	2,485,388.49	475,860.38	2,961,248.87
Short Term Bills and Notes	0.00	27,648.08	27,648.08
Total	**4,699,375.75**	**1,079,878.15**	**5,779,253.90**

Comparative Rates of Return (%)

	* Twelve month trailing	* Six month trailing	* Three month trailing
Fed Funds	4.21	2.04	0.97
Overnight Repo	4.28	2.09	1.00
ICE Bofa 3 Months US T-BILL	4.18	2.06	0.97
ICE Bofa 6m US Treas Bill	4.28	2.20	1.04
ICE Bofa 1 Yr US Treasury Note	4.15	2.14	0.99
ICE BofA US Treasury 1-3	5.09	2.25	1.12
ICE BofA US Treasury 1-5	5.74	2.27	1.12

* rates reflected are cumulative

Summary of Fair Value Basis Return for the Period

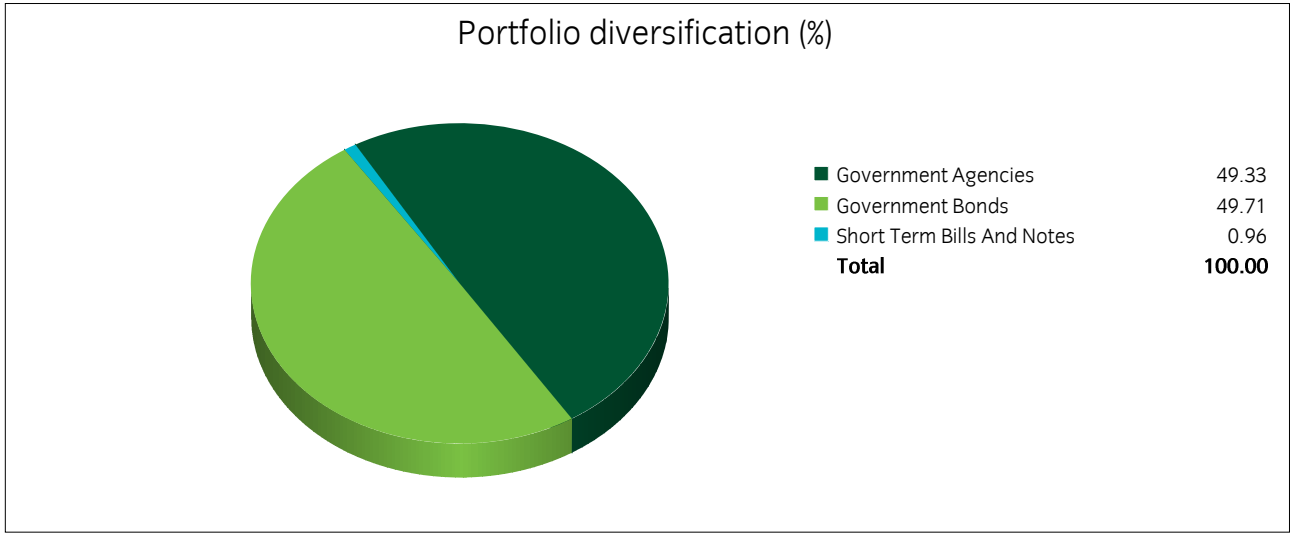
	Total portfolio
Interest earned	4,699,375.75
Change in fair value	1,079,878.15
Total income on portfolio	5,779,253.90
Average daily total value *	517,432,459.69
Period return (%)	1.13
YTD return (%)	5.53
Weighted average final maturity in days	806

* Total value equals market value and accrued interest

RECAP OF SECURITIES HELD

As of December 31, 2025

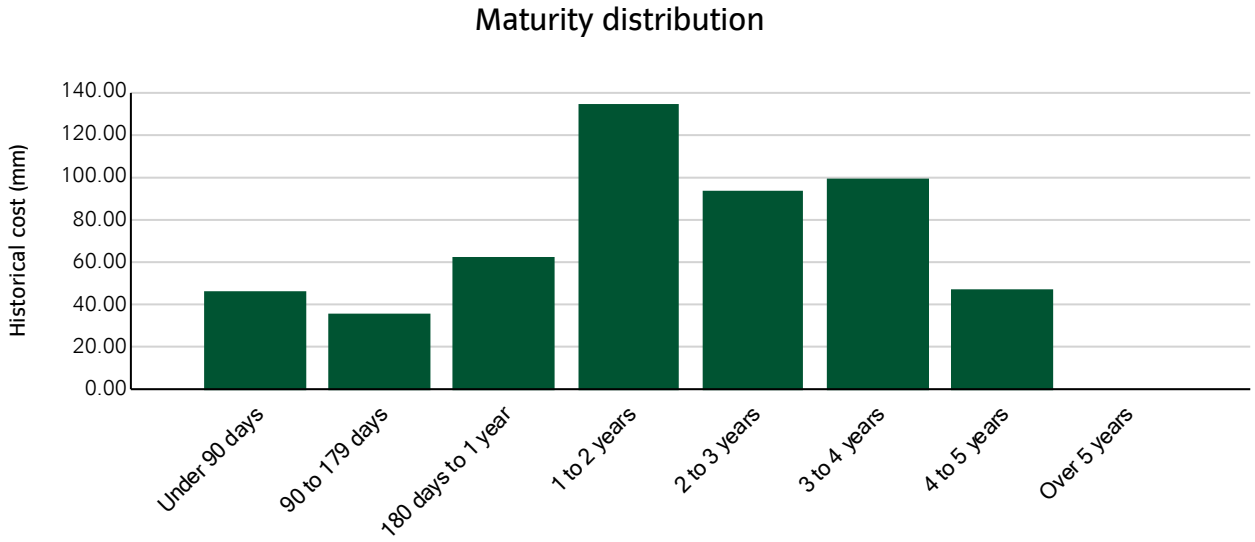
	Historical cost	Amortized cost	Fair value	Unrealized gain (loss)	Weighted average final maturity (days)	Percent of portfolio	Weighted average effective duration (years)
Government Agencies	254,385,738.77	257,281,729.53	259,162,755.23	1,881,025.70	800	49.33	1.77
Government Bonds	256,328,111.42	257,896,310.50	260,480,851.44	2,584,540.94	824	49.71	2.09
Short Term Bills And Notes	4,932,404.44	4,946,924.97	4,949,112.20	2,187.23	106	0.96	0.28
Total	515,646,254.63	520,124,965.00	524,592,718.87	4,467,753.87	806	100.00	1.91



MATURITY DISTRIBUTION OF SECURITIES HELD

As of December 31, 2025

Maturity	Historic cost	Percent
Under 90 days	45,552,804.09	8.83
90 to 179 days	35,576,544.82	6.90
180 days to 1 year	61,754,778.13	11.98
1 to 2 years	133,890,974.50	25.97
2 to 3 years	93,238,367.61	18.08
3 to 4 years	99,188,715.40	19.24
4 to 5 years	46,444,070.08	9.01
Over 5 years	0.00	0.00
	515,646,254.63	100.00



4M Fund Monthly Statement

City of Rochester

Please Note:
THE FUND WILL BE CLOSED JANUARY 19TH IN OBSERVANCE OF THE MARTIN LUTHER KING, JR. HOLIDAY

Activity Summary (MN01-35399-0101) General Fund

12/1/2025 - 12/31/2025

Investment Pool Summary	4M	4MP
Beginning Market Balance	$14,098,473.23	$1,690,677.63
Dividends	$44,979.76	$5,409.38
Purchases	$6,145,692.02	$0.00
Redemptions	($6,145,000.00)	$0.00
Ending Market Balance	$14,144,145.01	$1,696,087.01
Average Monthly Rate	3.756%	3.767%
NAV / Share Price	1.000	1.000
Total	**$14,144,145.01**	**$1,696,087.01**

Total Fixed Income	**$0.00**

Account Total	**$15,840,232.02**

Your Representative

Laura Hamacher
(612) 509-2563
laura.hamacher@ptma.com

Representatives are associated with PMA Securities, LLC

City of Rochester
201 4th Street Se
Rochester, MN 55904

PTMA Financial Solutions
2135 CityGate Lane, 7th Floor
Naperville, IL 60563

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Capital Projects - Semi-Annual Transfer of Funds

MEETING DATE:
February 18, 2026

ORIGINATING DEPT:
Finance Department

AGENDA SECTION:
Consent Agenda

PRESENTER:
Brian Anderson

Action Requested:

Adopting a Resolution closing completed improvement projects, or completed phases within specific projects, and transferring funds pursuant to the City Charter, Section 11.10; and to transfer the stated amounts to fund active projects listed in Item No. 2 of the attached Resolution.

Report Narrative:

Attached is a prepared resolution closing completed projects, or completed phases within specific projects, and authorizing transfers of the unexpended balances or transfers to fund project deficit balances. The project funds were created and financed pursuant to City Charter, Section 11.10.

The amount of funds transferred to active projects as listed in item two of the resolution include funds as noted, for net funds transferred amount of $8,084,554.09.

Destination Medical Center	**6,897,063.79**
Land and Building	**5,000.00**
Non-Construction CIP	**45,000.00**
Golf	**2,175.80**
Mass Transit	**7,575.84**
Traffic	**2,450.00**
Recreation Center	**12,026.20**
Park Projects	**175,000.00**
Airport	**938,262.46**
Total Funds Transferred	**8,084,554.09**

Priorities & Foundational Principles:

Quality Services
Fiscal Responsibility & Sustainability

Policy Considerations & DEI Impact:

In aligning with the City Council's Strategic Priority of providing Quality Services in concert with the

foundational principle of Fiscal Responsibility & Sustainability, the Finance Department reviews project balances on a semi-annual basis, bringing any funding/closing transfers forward to maintain record keeping accuracy, complete projects, and allow multi-phase projects to move forward into future phasing.

Prior Legislative Actions & Community Engagement:

The City Council reviews and approves Capital Asset Transfers semi-annually. The transfers are based on Capital Improvement Plans approved during the budget process.

Fiscal & Resource Impact:

Semi-annual transfers of funding keeps City CIP finances and corresponding projects in line with projected budgets and the available resources, and maintains bookkeeping accuracy in close to real time, reducing the reconciliation time and complexity at the end of the year.

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:

Joy Harris

Attachments:

Resolution - Allocation of Funds for Capital Improvement Projects

RESOLUTION

Authorizing the Appropriation of Funds to Designated Capital Improvement Projects.

BE IT RESOLVED by the Common Council of the City of Rochester that funds be appropriated to the following projects:

1 Section 1. Discontinued Projects

1.1 The projects listed below have been completed and all costs of said improvements have been paid. Therefore, these projects shall be discontinued and the projects with unexpended balances shall have those balances transferred to the listed local improvement projects in section 1.02 below.

Project	Project Description	Amount
	Streets, Bridges & Pedestrian Facilities	
7344	Recon>3AveSWbetween4StSW&55StSW	(3,415.49)
	Transfer funds from 609 Fund (Storm Water Utility) to J7344	39,813.44
	Transfer funds from 607 (Sanitary Sewer Utility) to J7344	75,285.08
	Transfer funds from J8608 (DMCC State Match Funds) to J7344	(111,683.03)
7353	2024 Airport Paving Project	(397,799.71)
	Transfer funds from J6950 (Airport Future Construction) to J7353	397,799.71
7920	Bridge R0572-2023 BridgeRepair	(1,676.28)
	Transfer funds from J7901 (Bridge Repairs-various locatns) to J7920	1,676.28
9846	Willow Creek Trf Impr Dist-TID	(2.70)
	Transfer funds from J6068 (IntersctnImprov48StSW&CommrcDr) to J9846	2.70
	Subtotal of funds transferred	-
	Total of funds transferred	-

1.2 The local improvement projects listed below shall receive the unexpended balances of the completed projects listed in section 1.01 above.

Project	Project Description	Amount
	Total unexpended balances transferred in	-

2 Section 2 Active Projects to be Funded

2.1 The projects listed below are active and in need of funding. Based on documentation from various sources, these projects shall be funded as summarized below. These transfers do not result in the closure of the listed projects.

Project	Project Description	Amount
1014	Transfer funds from J2749 (MN Bio Business Center) to J1014 (BioSciBldgDPE system Monitoring)	5,000.00
1869	Transfer funds from 2011 (Holistic Budget Stabilization) to J1869 (New ERP - JDE Transition)	45,000.00
2095	Transfer funds from 46951 (Transit) to J2095 (Microtransit)	7,575.84
2902	Transfer funds from J1036 (Facilities Reinvestment Fund) to J2902 (Rec Center Roof Replacement)	12,026.20
2929	Transfer funds from J2908 (Golf Courses-Future Constructn) to J2929 (Soldier's Field GC Imprvmnts)	2,175.80
2962	Transfer funds from Parks Reserves to J2962 (McQuillan Field)	50,000.00
3047	Transfer funds from J3062 (2020 Parks Referendum) to J3047 (DogParkDvlpmnt-City'sCentral)	125,000.00
6374	Transfer funds from J2201 (StResrfc/Preservation w/pci 60-100) to J6374 (Epoxy Pvmnt Mrkgs-VarLocs)	1,500.00
6013	Transfer funds from J4844 (MSAS Cotnrol Account) to J6013 (TrfcSgnl@CSAH2&CenturyHlsDr)	200.00
6043	Transfer funds from J6038 (TrfcSgnlLensReplacemnt>LEDs) to J6043 (Battery Backup Systems)	750.00
6950	Transfer funds from J6887 (Purchase Airport Cargo Bldg) to J6950 (Airport Future Construction)	180,000.00
6963	Transfer funds from J6950 (Airport Future Construction) to J6963 (Propery Acquisition-Airport)	180,000.00
6963	Transfer funds from 270 Fund (Airport Fund) to J6963 (Propery Acquisition-Airport)	424,765.92
6999	Transfer funds from J6950 (Airport Future Construction) to J6999 (Airport Equipment)	153,496.54
8601	Transfer funds from J8605 (DMCC Sales Tax) to J8601 (COR Administrative Costs - DMC)	480,000.00
8625	Transfer funds from J8608 (DMCC State Match Funds) to J8625 (Heart of the City)	165,586.28
8629	Transfer funds from J8608 (DMCC State Match Funds) to J8629 (Development Plan Update)	264,158.65
8629	Transfer funds from J8608 (DMCC State Match Funds) to J8629 (Development Plan Update)	110,000.00
8634	Transfer funds from J8608 (DMCC State Match Funds) to J8634 (Riverfront Reimagined)	7,940.92

8637	Transfer funds from J8608 (DMCC State Match Funds) to J8637 (DMC Interim Wayfinding)	18,769.18
8707	Transfer funds from J8609 (DMCC County Contrib. Funds) to J8707 (BRT/Link)	4,948,292.00
8707	Transfer funds from 609 (Storm Water Utility) to J8707 (BRT/Link)	150,000.00
8711	Transfer funds from J8608 (DMCC State Match Funds) to J8711 (Private District Energy Pilot)	1,446.49
8712	Transfer funds from J8608 (DMCC State Match Funds) to J8712 (Reconnect Active Transport)	518,839.77
8904	Transfer funds from J8608 (DMCC State Match Funds) to J8904 (Discovery Walk)	60,250.93
8908	Transfer funds from J8712 (Reconnect Active Transport - BFU) to J8908 (6th Ave)	171,779.57
	Total Funds Transferred	8,084,554.09

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF ROCHESTER, MINNESOTA, THIS _____ DAY OF _____, 2026.

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF _____, 2026.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Mayoral Conference Travel - Tech.Land Xperience

MEETING DATE:
February 18, 2026

ORIGINATING DEPT:
Office of the Mayor

AGENDA SECTION:
Consent Agenda

PRESENTER:
Mayor Norton

Action Requested:
Approving Mayor Norton presenting at the Tech.Land Xperience conference not preauthorized by the City's travel policy in Muenster, Germany, March 10-12, 2026.

Report Narrative:
Tech.Land will bring together political, economic, and scientific leaders in four focus clusters including health/medtech, energy, circular economy, and advanced manufacturing. Mayor Norton will be a keynote speaker highlighting the best practices in international collaboration focusing on our relationship with Muenster, Germany. She will also be part of a panel on Health Cities/Regions.

Representatives from DMC, Mayo Clinic, and the University of Minnesota-Rochester were also invited to attend.

Priorities & Foundational Principles:
Economic Vibrancy & Growth Management
Fiscal Responsibility & Sustainability

Policy Considerations & DEI Impact:
The City Travel Policy notes the following: All out-of-state travel by the Mayor or City Council members must be for the purpose of official City business and requires pre-approval action by the Council even when such travel expenses were documented in the annual budget. The only exceptions are when out-of-state travel is for the National League of Cities [conferences], Conference of Mayors and Urban Land institute, contingent upon funding in the adopted budget. Further, approving this request for out of state travel supports the Mayor's ability to share information about the City's work and to learn about other opportunities that may benefit our community.

Fiscal & Resource Impact:
There is no conference registration. Hotel accommodations and meals are covered by the host. Airfare will be covered by the Mayor's travel and training budget.

Alternative Action(s):
No alternative actions are requested at this time.

Prepared By:
Michon Rogers

Attachments:

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Police Department Squad Car Replacement

MEETING DATE:
February 18, 2026

ORIGINATING DEPT:
Rochester Police Department

AGENDA SECTION:
Consent Agenda

PRESENTER:
Cpt. Turk

Action Requested:
Approving the advanced replacement of RPD squad 011 and equipment utilizing the Public Safety Fund.

Report Narrative:
Since the time of budget approvals, RPD squad 011 was involved in a collision on 01/15/2026 which resulted in the squad being totaled. The City is expecting the insurance carrier for the other party to cover the cost.

Squad 011, a 2025 Ford Interceptor, was previously approved and paid for out of the Public Safety Fund. Given the long lead time to procure and outfit a squad, RPD staff is recommending the replacement squad and necessary equipment be purchased in advance using the Public Safety Fund. RPD communicated with Finance who indicated there are sufficient funds in the Public Safety Fund to cover the expense. The insurance proceeds, once received, would then reimburse the Public Safety Fund.

Priorities & Foundational Principles:
Public Safety
Fiscal Responsibility and Sustainability

Policy Considerations & DEI Impact:
Replacing the vehicle and utilizing the fund balances financial responsibility, officer safety, and operational capacity. Ensuring operational capacity benefits the entire community.

Prior Legislative Actions & Community Engagement:
Community Engagement is done through this action item.

Fiscal & Resource Impact:
This would have little if any impact on the Public Safety Fund, other than the timing. Approving the replacement and use of the funds would ensure officers have an adequate fleet of squad cars.

Alternative Action(s):
No alternate actions are recommended.

Prepared By:
Sarah Clayton

Attachments:

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Donation from Olmsted Medical Center

MEETING DATE:
February 18, 2026

ORIGINATING DEPT:
Fire Department

AGENDA SECTION:
Consent Agenda

PRESENTER:
Mason Pooler

Action Requested:
Accepting a donation from Olmsted Medical Center in the amount of $1,000.

Report Narrative:

Olmsted Medical Center has donated a check in the amount of $1000 to the Rochester Fire Department, to be used "to support y[our] efforts in the area of greatest need."

Priorities & Foundational Principles:
Public Safety
Fiscal Responsibility and Sustainability

Policy Considerations & DEI Impact:

Acceptance will increase revenue to the RFD budget in the amount of $1,000, which can offset expenses incurred by the department.

Prior Legislative Actions & Community Engagement:

Olmsted Medical Center works with the Rochester Fire Department (RFD) in many capacities in the community; they understand the role RFD plays in the health and wellness of the community and would like to further support RFD's work.

No prior legislative actions directly related to this contract have occurred. Minnesota state statutes 465.03 and 471.17 allow acceptance of gifts of this type to municipalities.

Fiscal & Resource Impact:
The donation will lessen the fiscal impact of annual expenses in the overall RFD budget.

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:

Jeff Leland

Attachments:

Resolution - Donation from Olmsted Medical Center

RESOLUTION

Accepting Donation from Olmsted Medical Center to the Rochester Fire Department.

WHEREAS, the City of Rochester, Minnesota, is generally authorized to accept donations of real and personal property pursuant to Minnesota Statutes, Section 465.03, for the benefit of its citizens, and is specifically authorized to accept gifts and bequests for the benefit of recreational services pursuant to Minnesota Statutes, Section 471.17; and

WHEREAS, the following persons and/or entities have offered to contribute the gifts set forth below to the City:

Name of Donor: Olmsted Medical Center

Gift/Donation: $1000 to the Rochester Fire Department (RFD), to be used "to support y[our] efforts in the area of greatest need."; and

WHEREAS, no goods or services were provided in exchange for said donation; and

WHEREAS, all such donations have been contributed to assist the City in executing its strategic priorities and foundational principles; and

WHEREAS, the Common Council finds generally that it is appropriate to accept the donation offered.

NOW, THEREFORE, BE IT RESOLVED, that the Common Council of the City of Rochester, Minnesota, hereby accepts the above listed donation and directs that it be used in accordance with the donor's wishes and in accordance with the law.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF

ROCHESTER, MINNESOTA, THIS _____ DAY OF _____, 2026.

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF _____, 2026.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Bid Advertisement - 2026 Sidewalk and Pedestrian Ramp Improvements NC District 2-1 - Project No. J4731 and Sidewalk Improvement District Policy Update

MEETING DATE:
February 18, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Tyler Niemeyer

Action Requested:

1. Authorizing the advertisement for bids and scheduling a bid opening on March 17, 2026, for the construction of the 2026 Sidewalk and Pedestrian Ramp Improvements NC District 2-1 - Project No. J4731 and;
2. Adopting a Sidewalk Improvement District (SID) Policy change to include additional Land Use Codes.

Report Narrative:

On November 14, 2022, the Council adopted a Sidewalk Improvement District (SID) Policy to administer the City's annual sidewalk replacement and repair projects. During program development, the annual cost of sidewalk maintenance for a residential property with abutting pedestrian facilities would range from $45 to $76, with an average residential rate of $57 per year (in 2022 dollars). This is the fourth project to be delivered under this policy. Rates under the three previous projects for a residential property with pedestrian facilities ranged from $48.52 to $63.12, which is consistent with the projected rates.

The current project will include sidewalk replacements, repairs, and Americans with Disabilities Act (ADA) ramp reconstruction in the NC District, primarily within Project Area 2-1. Due to the age and condition of the sidewalks, the survey of this area identified a significantly higher volume of repairs than observed in previous project areas. Many parcels will require replacement of sidewalks along nearly their entire frontage. As a result of this increased scope, the estimated rates are higher than the range observed in the program to date. The estimated annual rate for a residential property with abutting pedestrian facilities in the NC District would be $94. If this rate was confirmed following contractor bids and adopted by Council, the average residential rate in the program to date would be $64.98.

Under the previous sidewalk repair funding model where property owners were responsible for the full cost of repairs adjacent to their property, the estimated average assessment for a residential property with sidewalk replacements on this project would be approximately $2,100. NOTE: This estimate does not include grinding or other costs that also impact the total cost of sidewalk replacement projects.

While estimated rates may be higher than observed in the program to date, Public Works recommends proceeding with authorization to bid the project, as the rates still achieve equitable cost-sharing among parcel owners in the district, and ensure expenses are more manageable and predictable over time. Note again, these figures are only estimates—actual rates will be calculated once bids are received.

Participating parcel owners would be charged SID fees on their annual property taxes for a period of 5 years. Authorizing advertising and opening of bids will allow Public Works to review bids and calculate proposed SID fees for the NC district.

Since original adoption of the SID Policy, Olmsted County has incorporated additional Land Use Codes (LUCs). The second action above will adopt an update to the policy to include the following LUCs:

LAND USE CODE	SID CATEGORY
APT TOWNHOME/ROW	Non-Residential
CAMPGROUND/RV PARK	Non-Residential
COLLEGE/UNIVERSITY	Non-Residential
LODGE/HALL	Non-Residential
MAIN STREET COMMERCIAL PLUS	Non-Residential
REGIONAL SHOPPING CENTER	Non-Residential
SALVAGE/SCRAP YARD	Non-Residential
STUDENT HOUSING	Non-Residential
BAR	Non-Residential
DISTRIBUTION WAREHOUSE	Non-Residential
EVENT CENTER/VENUE	Non-Residential
GREENHOUSE/NURSERY	Non-Residential
MAIN STREET COMMERCIAL/CONV	Non-Residential
MINI STORAGE -CLIMATE CONTROL	Non-Residential
OFFICE/RETAIL	Non-Residential
QUICK SERVICE RESTAURANT < 1,500 SF	Non-Residential
REFRIGERATOR/FREEZER STORAGE	Non-Residential
SALES AND SERVICE	Non-Residential
STORAGE WITH SHOWROOM	Non-Residential
STRIP CENTER - MIXED USE	Non-Residential
APT CONVERSION	Residential

Priorities & Foundational Principles:

Quality Services
Fiscal Responsibility and Sustainability

Policy Considerations & DEI Impact:

The SID program reassigns the cost of sidewalk repairs and replacements from the adjacent property owner to a distribution among a greater portion of the community, as sidewalks are a benefit to and available for use by all. Benefits of the SID program include:

- A more understandable, predictable, convenient, and affordable program for property owners
- The cost of a walkable community is distributed among all residents
- A more efficient program to administer

The inclusion of ADA transition funding in the SID program helps the City meet annual goals that have previously been a challenge.

Prior Legislative Actions & Community Engagement:

August 19, 2019: Study Session - Sidewalk Improvement District Overview
July 19, 2021: Study Session - Assessment Policy Update & Sidewalk Improvement Districts
May 2, 2022: Study Session - Update on Sidewalk Improvement District Program
November 14, 2022: Council Meeting - Adoption of a Sidewalk Improvement District (SID) Policy to administer the City's annual sidewalk replacement and repair projects
December 2022 - April 2023: Various presentations to community groups including Rochester Downtown Alliance, Rochester Area Chamber of Commerce, local realtors, local title companies, and local business groups
June 26, 2023: Council Meeting - Adoption of SID Policy change to include the "Local Public" billing category

Fiscal & Resource Impact:

The Engineer's Estimate for this project is $5,413,236.40. The project is funded by a combination of tax levy and SID fees:

2025 ADA Transition Plan Tax Levy (J4665) - $486,000*
SID Fees - Pedestrian Ramps - $831,250*
SID Fees - Sidewalk Repairs - $4,029,986.40
Storm Water Utility Fund (J6504) - $45,000
Street Rehabilitation, Resurfacing and Preservation (J2201) $21,000

*In the event bids come in lower than the Engineer's Estimate, Public Works intends to manage the project to maximize work completed within the budgeted $486,000 tax levy and $831,250 ADA Transition funding.

The estimated annual SID fees by parcel type are listed below. These estimated fees would be charged on property taxes in 2027-2031
Residential without abutting pedestrian facilities (up to 3-plex) - 0.5 multiplier - $48
Local Public without abutting pedestrian facilities - 0.5 multiplier - $48
Residential with abutting pedestrian facilities (up to 3-plex) - 1.0 multiplier - $94
Local Public with abutting pedestrian facilities - 1.0 multiplier - $94
Non-Residential without abutting pedestrian facilities - 3.0 multiplier - $278
Non-Residential with abutting pedestrian facilities - 6.0 multiplier - $554

Actual SID rates will be established based on actual bid rates included in the awarded contract.

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:

Tyler Spies

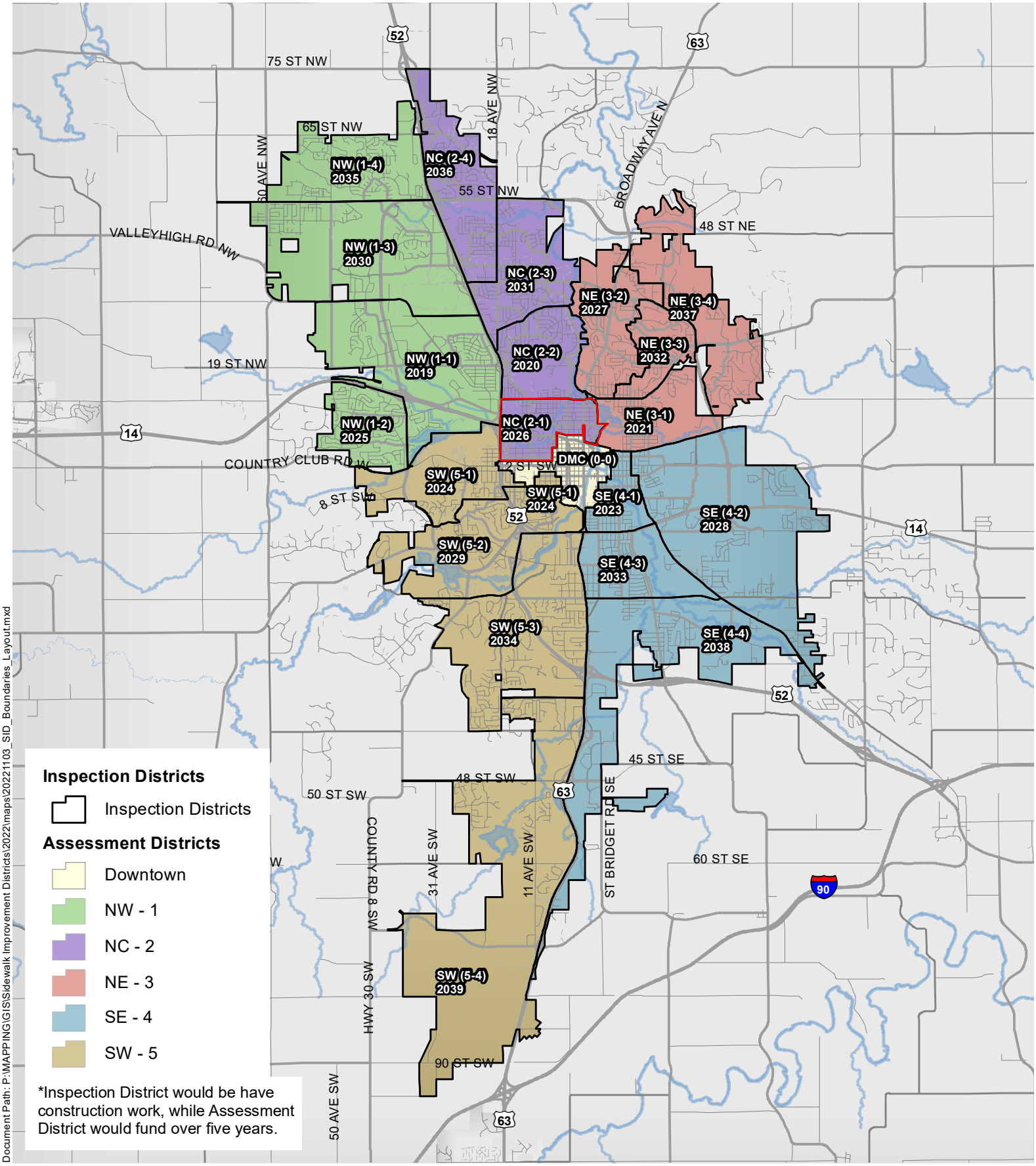
Attachments:

Map - Sidewalk Improvement District Boundaries - Project No. J4731

Exhibit - 2026 Sidewalk and Pedestrian Ramp Improvements NC District 2-1 - Project No. J4731 Sidewalk Conditions

Policy Document - Sidewalk Improvement Districts - Updated February 2026

Sidewalk Improvement Districts



Inspection Districts

Inspection Districts

Assessment Districts

- Downtown
- NW - 1
- NC - 2
- NE - 3
- SE - 4
- SW - 5

*Inspection District would be have construction work, while Assessment District would fund over five years.

Document Path: P:\MAPPING\GIS\Sidewalk Improvement Districts\2022\maps\20221103_SID_Boundaries_Layout.mxd

CITY OF ROCHESTER MINNESOTA

City of Rochester, MN

Date created: 11/3/2022

0 0.5 1 2 Miles

N W E S

Data contained has not been field verified and should be used as reference only. It is the user's responsibility for field verifying elevations, locations, dimensions, etc. to conduct detailed design.

The City of Rochester specifically disclaims all warranties, express or implied, including but not limited to implied warranties of fitness for a particular purpose, with respect to the information contained on this map. The City of Rochester shall have no liability with respect to any loss or damage directly or indirectly arising out of the use of this data.

ROCHESTER PUBLIC WORKS
City of Rochester
Development Services and Infrastructure Center
4001 West River Parkway NW, STE 100
Rochester, MN 55901-7090
Phone: 507-328-2400
Fax: 507-328-2401

2026 Sidewalk and Pedestrian Ramp Improvements NC District 2-1 - Project No. J4731 Sidewalk Conditions

To help illustrate the extent of deterioration identified during the sidewalk survey in the NC District 2-1, the following photos document the conditions observed throughout project area. A painted “x” on sidewalk indicates panel replacement and a painted joint indicates a grind or marked tripper. These photos highlight the unusually high volume of repairs required, often spanning the full frontage of individual parcels and demonstrate why this year’s project scope and associated rates exceed those of previous Sidewalk Improvement District projects.

Photo 1:



Photo 2:



Photo 3:



Photo 4:



Photo 5:



Photo 6:



Photo 7:



Photo 8:



Photo 9:



Photo 10:



Photo 11:



Photo 12:



ROCHESTER PUBLIC WORKS
City of Rochester
Development Services and Infrastructure Center
4001 West River Parkway NW, STE 100
Rochester, MN 55901-7090
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City of Rochester
Sidewalk Improvement District Policy

Overview

Title 28, Section 35.133 of the Code of Federal Regulations requires public agencies to maintain walkways in an accessible condition according to the Americans with Disabilities Act (ADA). The City of Rochester has a long tradition of delivering annual sidewalk reconstruction and maintenance projects to meet this commitment. The annual projects inspect, repair, and warranty approximately 5% of defective city sidewalks each year.

Historically, the annual sidewalk program was funded through a combination of tax levy and assessments on private parcels abutting the repairs. Under the authority provided in Minnesota Statute 435.44, the City Council adopted a Sidewalk Improvement District (SID) Program in 2022. The SID Program designates districts where the costs of repairing pedestrian facilities are spread across all parcels based on real estate classification. The fees can be assessed over a period of up to five years.

The Council also chose to include ADA Transition funding in the SID program. Estimates developed in 2020 determined an average of approximately $1.66 million spent each year on pedestrian ramp updates over the first 20-year SID project cycle would accelerate Rochester's ADA Transition and likely achieve the goal of updating all existing pedestrian ramps by or before 2047. The City Council elected to fund half of this ADA Transition goal ($831,250) in the fees calculated for each SID project for the first 20-year project cycle. Future City Councils will determine the amount of tax levy dedicated to ADA Transition efforts beyond 2023. A $581,250 increase over the existing $250,000 adopted in the Capital Improvement Plan (CIP) for sidewalk and ADA transition-dedicated tax levy would be required to achieve the total of $1.66 million in annual ADA Transition funding noted above. This additional $581,250 will be requested for approval beginning in the 2024 CIP planning process.

Geographic Structure

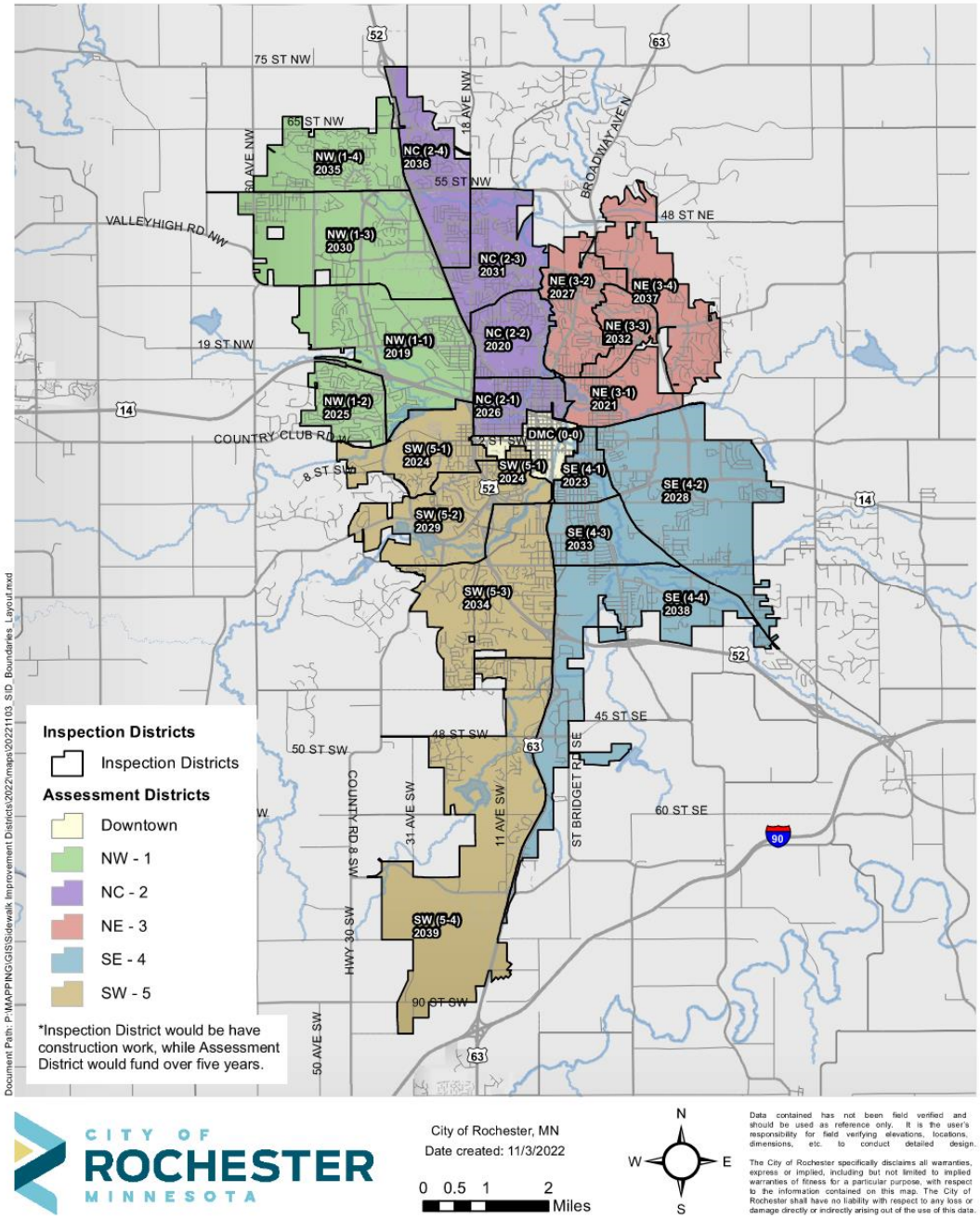
Public Works maintains a map of Rochester, divided into 21 sidewalk project areas – 1 Downtown project area and 20 surrounding project areas. These project areas are grouped into 6 districts – 1 Downtown district with the same footprint as the Downtown project area and 5 surrounding districts containing 4 project areas. The illustration below shows the project areas and districts adopted by the council in 2022.

Due to its relatively high-volume use, the Downtown project area/district is inspected for development of a project every 5 years. Based on lower parcel counts in the NE District, the Downtown District projects are delivered concurrent with NE District projects. This

approach and the structure outlined above results in a 20-year cycle to address all project areas within the City.

The program map was adopted with the initiation of the program in 2022. As the program rotates through the project area map, the City Council adopts updates to the individual project area and district maps to capture any revisions to parcel and City boundaries.

Sidewalk Improvement Districts



Project Development

Sidewalk Defects

Sidewalks are inspected by Public Works Engineering Technicians for safety defects the year prior to the construction year designated for project areas. Substandard sidewalk sections are marked with brightly colored pink paint to alert pedestrians to safety hazards.

Inspections are also triggered by citizen complaints and reported falls. Records of these inspections are maintained in the City's sidewalk inspection database and are addressed by district as projects occur (the annual sidewalk project addresses defects within the project area designated for that year, plus any reported defects in the broader district). With this approach and depending on the timing of defect reports, defects may not be addressed for up to 5 years after initial receipt. Parcel owners abutting sidewalk defects are responsible for mitigating defects between project years in a district. At a minimum, the abutting parcel owner is responsible for refreshing paint marks from the initial City inspection until the program rotates to a project area in the same district as a defect. Abutting parcel owners may also choose to repair their sidewalks prior to the next district cycle. The City assumes no liability for falls or injuries resulting from failure to mitigate sidewalk defects between project years in a district. Public Works may elect to address severe sidewalk defects prior to a project year in a district, but this is relatively rare.

Each year, Public Works compiles a list of defects noted in that year's project area and the reported defects in the broader district. This list is used to develop an engineer's opinion of probable cost and feasibility report for the City Council to consider an authorization to bid the project. As the project is awarded to a contractor, the bid price is used to develop a project budget and resulting annual SID rates for each parcel in the district.

Pedestrian Curb Ramps

Pedestrian curb ramps are also inspected by Public Works Engineering Technicians for compliance with ADA standards the year prior to the construction in project areas. Non-compliant and hazardous ramps within the project area are prioritized for repair or replacement within the $831,250 in annual ADA Transition funding included in the SID Program and additional tax levy dedicated to ADA Transition efforts.

Financial Structure

Minnesota Statute 435.44 specifies sidewalk improvements can be financed by "apportioning the district's cost to all of the parcels located in the district." The City of Rochester's SID rates are determined annually by distributing the adopted project budget across all parcels in the project's district according to the schedule in Table 1 below. Properties with no existing pedestrian facilities abutting their property pay a 50% discounted rate. Tables 2 through 5 below detail the Olmsted County Land Use Codes included in each parcel grouping.

Once an annual SID rate is adopted by the City Council, the total cost per parcel is assessed in 5 equal payments over the 5 years following completion of a project. Given the 5-year rotation through the districts described above, rates for each parcel will be revised by the City Council every 5 years. Following the first full rotation through all SID districts in 2027, all parcels will pay annual SID charges for the duration of the SID policy.

Table 1. Parcel Multipliers

Grouping	Parcel Type	Parcel Multiplier
Table 2	Residential **without** abutting pedestrian facilities	0.5
	Residential **with** abutting pedestrian facilities	1
Table 3	Local Public **without** abutting pedestrian facilities	0.5
	Local Public **with** abutting pedestrian facilities	1
Table 4	Non-Residential **without** abutting pedestrian facilities	3
	Non-Residential **with** abutting pedestrian facilities	6
Table 5	Non-Participating	0

Table 2. Residential Land Use Codes

Land Use Code	SID Category
SINGLE FAMILY	Residential
TOWNHOME	Residential
CONDOMINIUM	Residential
RESIDENTIAL VACANT LAND	Residential
DUPLEX/TRIPLEX	Residential
COOPERATIVE APARTMENTS	Residential
TWINPLEX	Residential
APT CONVERSION	Residential
GROUP HOMES	Residential
AG W/BLDG <35AC	Residential
AG W/BLDG 35AC+	Residential
CONVERTED PLEX	Residential

Table 3. Local Public Land Use Codes

Land Use Code	SID Category
PARKLAND	Local Public
RETENTION POND/DRAIN	Local Public
PUBLIC MUNICIPAL	Local Public
FLOOD CONTROL	Local Public
PUBLIC SCHOOL	Local Public
PUBLIC COUNTY	Local Public
GOLF COURSE	Local Public

Table 4. Non-Residential Land Use Codes

Land Use Code	SID Category
COMMERCIAL VACANT LAND	Non-Residential
APT 4PLEX	Non-Residential
COM/IND PARKING LOT	Non-Residential
COMMERCIAL CONDO	Non-Residential
OFFICE BUILDING 1-2STY	Non-Residential
APT 24-99 UNITS	Non-Residential
INDUSTRIAL WAREHOUSE	Non-Residential
APT 5-11UNITS	Non-Residential
GENERAL RETAIL	Non-Residential
CHURCH/CHURCH PROPERTY	Non-Residential
AUTO/MACHINERY REPAIR CENTER	Non-Residential
APT 100+ UNITS	Non-Residential
APARTMENT VACANT LAND	Non-Residential
INDUSTRIAL VACANT LAND	Non-Residential
MEDICAL OTHER	Non-Residential
RESTAURANT AND/OR BAR	Non-Residential
STRIP CENTER	Non-Residential
COMMERCIAL SHOP	Non-Residential
RESIDENTIAL/COMMERCIAL	Non-Residential
HOTEL	Non-Residential
LIGHT MANUFACTURING	Non-Residential
MEDICAL/DENTAL CLINIC	Non-Residential
MINI STORAGE	Non-Residential
PRESCHOOL/DAY CARE	Non-Residential
SMALL DET RETAIL	Non-Residential
BANK	Non-Residential
QUICK SERVICE RESTAURANT	Non-Residential
HOSPITAL	Non-Residential
GAS/CONVENIENCE STORE	Non-Residential
AUTO/MACHINERY SALES/SVC CENTER	Non-Residential
APT 12-23 UNITS	Non-Residential
PARKING RAMP	Non-Residential
RURAL VACANT LAND	Non-Residential
SENIOR LIVING COMMUNITY	Non-Residential
NEIGHBORHOOD CENTER	Non-Residential
ROOMING HOUSE	Non-Residential
SALES AND SERVICE	Non-Residential

Land Use Code	SID Category
EVENT CENTER/VENUE	Non-Residential
MOBILE HOME PARK	Non-Residential
STORAGE BLDG/WAREHOUSE	Non-Residential
SPECIAL PURPOSE COMM	Non-Residential
OFFICE BUILDING 3+STY	Non-Residential
LARGE DET RETAIL	Non-Residential
PRIVATE SCHOOL	Non-Residential
FLEX COMMERCIAL > 75% OFFICE	Non-Residential
CEMETERY	Non-Residential
MEDIUM DET RETAIL	Non-Residential
DISTRIBUTION WAREHOUSE	Non-Residential
NURSING HOME	Non-Residential
FLEX INDUSTRIAL	Non-Residential
CAR WASH	Non-Residential
FUNERAL HOME	Non-Residential
LODGE/HALL/PRIV SOCIAL CLUB	Non-Residential
FOOD PROCESSING	Non-Residential
QUICK SERVICE RESTAURANT < 1,500 SF	Non-Residential
MOTEL	Non-Residential
VETERIANARY CLINIC	Non-Residential
HEALTH/FITNESS CENTER	Non-Residential
RECREATION OTHER	Non-Residential
BUS/TRUCK TERMINAL	Non-Residential
EDUCATIONAL/RELIGIOUS	Non-Residential
PAYMENT IN LIEU OF TAX	Non-Residential
REFRIGERATOR/FREEZER STORAGE	Non-Residential
LODGE/HALL	Non-Residential
RURAL PRESERVE	Non-Residential
APARTMENT PARKING LOT	Non-Residential
VACANT BUILDING	Non-Residential
STRIP CENTER - MIXED USE	Non-Residential
HEAVY MANUFACTURING	Non-Residential
SUPERMARKET/GROCERY	Non-Residential
TRAVEL TRAILER LOT	Non-Residential
BAR	Non-Residential
MAIN STREET COMMERCIAL/CONV	Non-Residential
STRIP CENTER - MIXED USE	Non-Residential
AUTOMOTIVE OTHER	Non-Residential
OTHER COMMERCIAL STRUCTURES	Non-Residential

Land Use Code	SID Category
RETAIL MALL	Non-Residential
MIXED RETAIL COMMERCIAL	Non-Residential
MAIN STREET COMMERCIAL PLUS	Non-Residential
REGIONAL SHOPPING CENTER	Non-Residential
MINI STORAGE -CLIMATE CONTROL	Non-Residential
BOWLING ALLEY	Non-Residential
MOVIE THEATRE	Non-Residential
RECREATION CENTER	Non-Residential
GRAVEL/SAND PIT	Non-Residential
MEDIA	Non-Residential
OFFICE CONDO	Non-Residential
ANTENNA	Non-Residential
CEMENT PLANT	Non-Residential
HOTEL OVER 30 UNITS	Non-Residential
ANIMAL PROCESS PLANT	Non-Residential
MOTEL 0-20 UNITS	Non-Residential
STUDENT HOUSING	Non-Residential
GREENHOUSE/NURSERY	Non-Residential
OFFICE/RETAIL	Non-Residential
RADIO TV STATION	Non-Residential
LUMBER YARD	Non-Residential
AG QUARRY WOODS	Non-Residential
MACHINERY DEALERSHIP	Non-Residential
CAMP GROUNDS	Non-Residential
DISCOUNT STORES	Non-Residential
GREEN HOUSE/NURSERY	Non-Residential
APT TOWNHOME/ROW	Non-Residential
CAMPGROUND/RV PARK	Non-Residential
SALVAGE/SCRAP YARD	Non-Residential
STORAGE WITH SHOWROOM	Non-Residential

Table 5. Non-Participating Land Use Codes*

Land Use Code	SID Category
ROW / ROADWAY	Non-Participating
MANUFACTURED HOME	Non-Participating
COMMON AREA	Non-Participating
AG BARE LAND <35AC	Non-Participating
AIRPORT	Non-Participating
RESIDENTIAL CONDO GARAGE	Non-Participating

Land Use Code	SID Category
AG BARE LAND 35AC+	Non-Participating
PUBLIC STATE	Non-Participating
COMMERCIAL CONDO GARAGE	Non-Participating
TOWNHOME GARAGE UNIT	Non-Participating
MHP VACANT LOT	Non-Participating
MN DEPT OF TRANSPORTATION	Non-Participating
RAILROAD	Non-Participating
PUBLIC FEDERAL	Non-Participating
POST OFFICE	Non-Participating
STATE ASSESSED/UTILITIES	Non-Participating
TAX FORFEITURE	Non-Participating

* Private Road, ROW Fee, and Manufactured Home Parcel Types are non-participating, regardless of their Land Use Code.

Rate Modifications

- **Rate Modifications for 2023 - 2027**
  Parcels with recent sidewalk construction on record with the City will not be assessed in the first 5 years of the SID program (the first district cycle). Application of this modification will apply to the following circumstances:
  - Parcels within the 5-year assessment period following sidewalk replacement or repair as part of a City of Rochester Annual Sidewalk Project, sidewalk gap fill project, or other Capital Improvement Plan (CIP) project.
  - Parcels with sidewalk construction completed under a City of Rochester permit or City-Owner Contract within 5 years of date of adoption a project. This will include the full calendar year, 5 years prior to adoption of the project.
- **Rate Modifications after 2027**
  After 2027, only parcels within the 5-year assessment period following sidewalk replacement or repair as part of a City of Rochester Annual Sidewalk Project, sidewalk gap fill project, or other Capital Improvement Plan (CIP) project will receive a modification.

City-Owned Parcels

Due to issues associated with the City certifying assessments to itself, City-owned parcels pay SID assessments in full prior to certification of assessments to Olmsted County.

Parcel Changes

If parcel boundaries or tax classifications change following inclusion in a SID, the parcel will be excluded from the remaining fees in the 5-year assessment period. The resulting parcel(s) will, however, be re-included in the next SID calculation.

Common Area Parcels

- Units owned by individual taxpayers on common area parcels will be charged half of the rate for their parcel classification.
- Common area parcels with one taxpayer will be charged on the main parcel at the full rate for their parcel classification.

Non-Land Tax Records

- Personal Property lots will not be charged.
- Individual mobile homes will not be charged. The broader parcels will be billed at the full rate for their parcel classification.

Interest Calculations

Interest is not calculated on annual SID assessments as with other City assessments. Instead, Public Works includes an annual inflation factor provided by the Finance Department in the recommended project budget.

City Council Process

Prior to each construction season, Public Works mails a “Notice of Public Comment” to Owners of parcels within the sidewalk project’s district, including the date the council will consider adoption of the annual SID project and welcoming them to speak during the Open Comment Period. At the specified meeting, the City Council considers adoption of a resolution establishing the sidewalk improvement district boundaries, establishing the rates, and awarding the construction contract.

Sidewalk Gap Fill Projects

Sidewalk gaps in the City will continue to be evaluated and prioritized by Public Works, but these projects are not included in SID rate calculations. Construction of new sidewalks to fill gaps in the pedestrian network will remain at least partially funded by Special Assessments under Minnesota Statute Chapter 429.

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Bid Advertisement - 2026 Chip Seal Street Rehabilitation - Project No. J114

MEETING DATE:
February 18, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:
Authorizing the advertisement for bids and scheduling a bid opening on March 17, 2026, at 11:00 a.m. for the 2026 Chip Seal Street Rehabilitation - Project No. J114.

Report Narrative:
The City's ongoing infrastructure maintenance street preservation program includes extending the life of the City streets with a bituminous chip seal coating process.

Chip sealing is a lower-cost pavement preservation method and is utilized to preserve and protect the streets' wearing layer before it starts to deteriorate to a condition that would require more expensive restoration efforts.

This project would provide the contractor with resources to deliver and install the chip seal base coat and the fog seal coat on selected streets and cul-de-sacs.

This year's project is estimated to cost $755,000 and will complete 33 centerline miles of chip seal.

Priorities & Foundational Principles:
Quality Services for Quality Living
Economic Vibrancy & Growth Management

Policy Considerations & DEI Impact:
This annual maintenance program invests in local streets across the community, including streets in low-income areas. Chip sealing maintenance is part of the asset management of our infrastructure to make sure past investments are preserved, and the life of our pavements is extended to their full-service life. Normally, a chip seal is applied the third year following a mill and overlay and is only applied to streets in good condition to preserve the pavement.

Prior Legislative Actions & Community Engagement:
Maintenance Resurfacing/Preservation and Construction Materials are adopted in the 2026-2031 Capital Improvement Plan (CIP) budget.

Fiscal & Resource Impact:
Funding is allocated from 43115.82980 Street Maintenance - Contractual Services Budget. These funds are allocated from the annual municipal state aid maintenance funds. Additional funds are allocated from

J2201 Annual Bituminous Street Rehabilitation, Resurfacing, and Preservation.

Alternative Action(s):
No alternative action is suggested at this time.

Prepared By:
Dan Plizga

Attachments:
Bid Advertisement - 2026 Chip Seal Street Rehabilitation - Project No. J114

Location Map - 2026 Chip Seal Street Rehabilitation - Project No. J114

CITY OF ROCHESTER
NOTICE OF BIDS

Notice is hereby given that electronic bids will be accepted by the City Clerk through *https://connex.rtvision.com*, until **11:00 A.M. on March 17, 2026** for the construction of the following described local improvement, pursuant to Minnesota Statutes, Chapter 429, as amended, in accordance with the plans and specifications for the same which are on file in the Office of the City Clerk of said City:

J114 2026 Chip Seal Street Rehabilitation

Immediately following expiration of the time for receiving bids, the City Clerk and two designated City officials will publicly open said bids in the City Hall and tabulate them in advance of the Council meeting. The Common Council will consider the bids in the Council/Board Chambers at the Government Center at 6:00 P.M. on April 6, 2026.

To become a registered plan holder on https://mn-ci-rochester.app.rtvision.com/oneoffice/bidding, you must create an account at: https://connex.mn.uccs.com. Bidders are responsible for all present and future downloads, including addendums and their attachments.

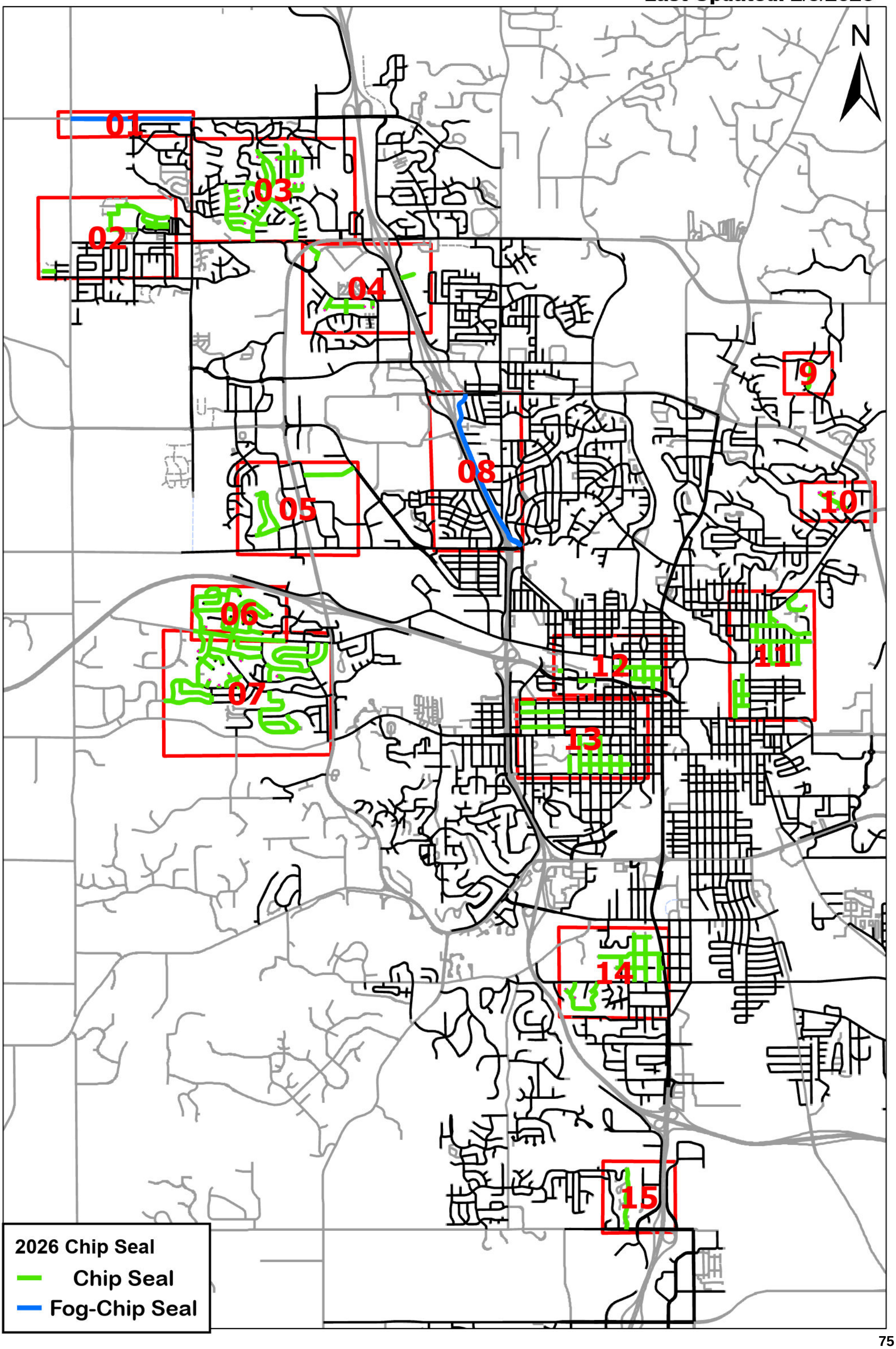
ONLY REGISTERED PLAN HOLDERS WILL BE ALLOWED TO BID ON PROJECTS

Each bid must be accompanied by a cash deposit, bid bond, cashier's check or a certified check payable to the City of Rochester, Minnesota, for at least 5% the amount of the bid, which amount shall be forfeited to the City of Rochester, Minnesota, as liquidated damages if the bidder, upon the letting of the contract to them shall fail to enter into the contract so let; the Common Council reserving the right to reject any and all bids.

Dated at Rochester, Minnesota this 18 day of February 2026.
Ann Kasel, City Clerk

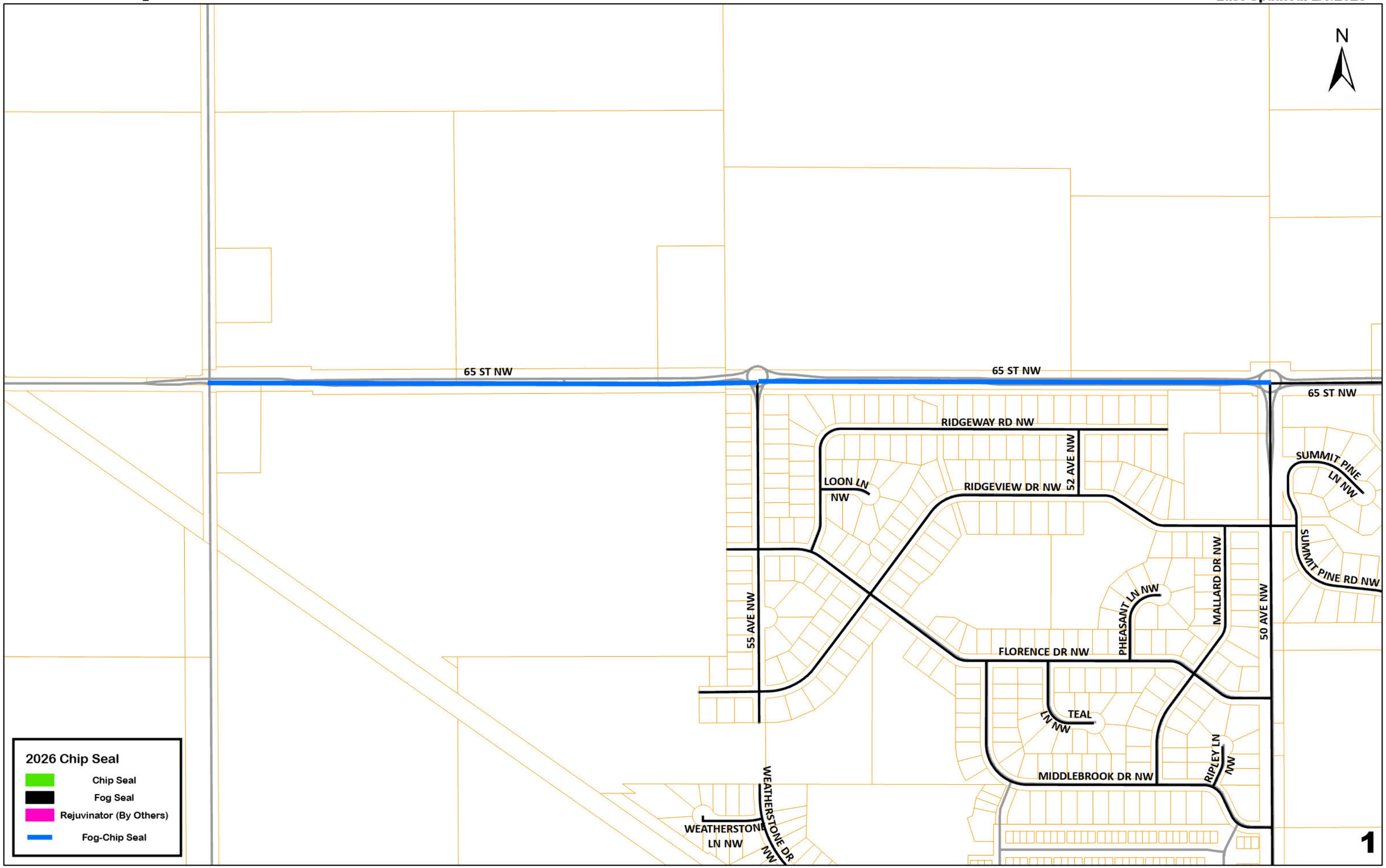
2026 Chip Seal

Last Updated: 2/5/2026



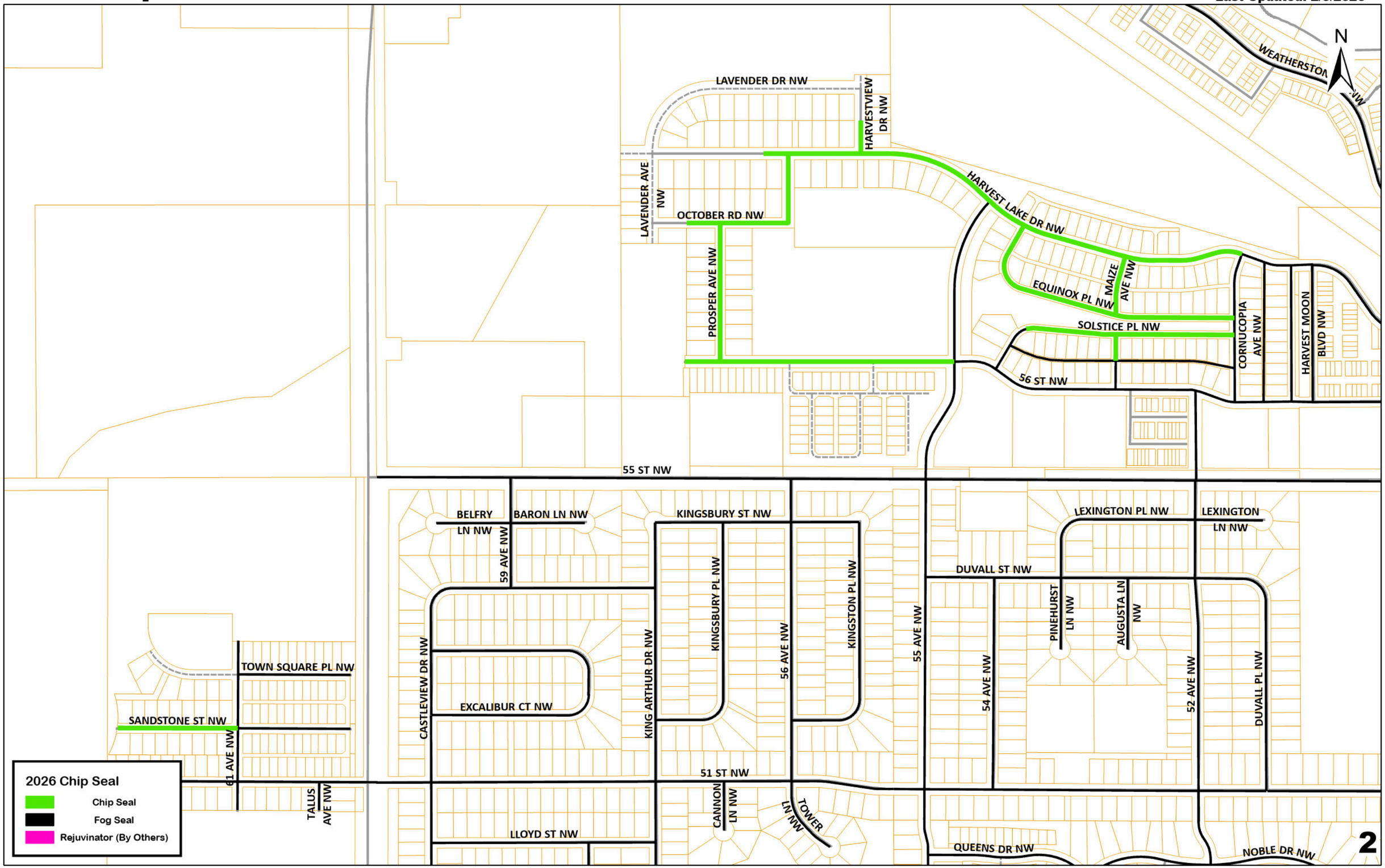
2026 Chip Seal

Last Updated: 2/5/2026



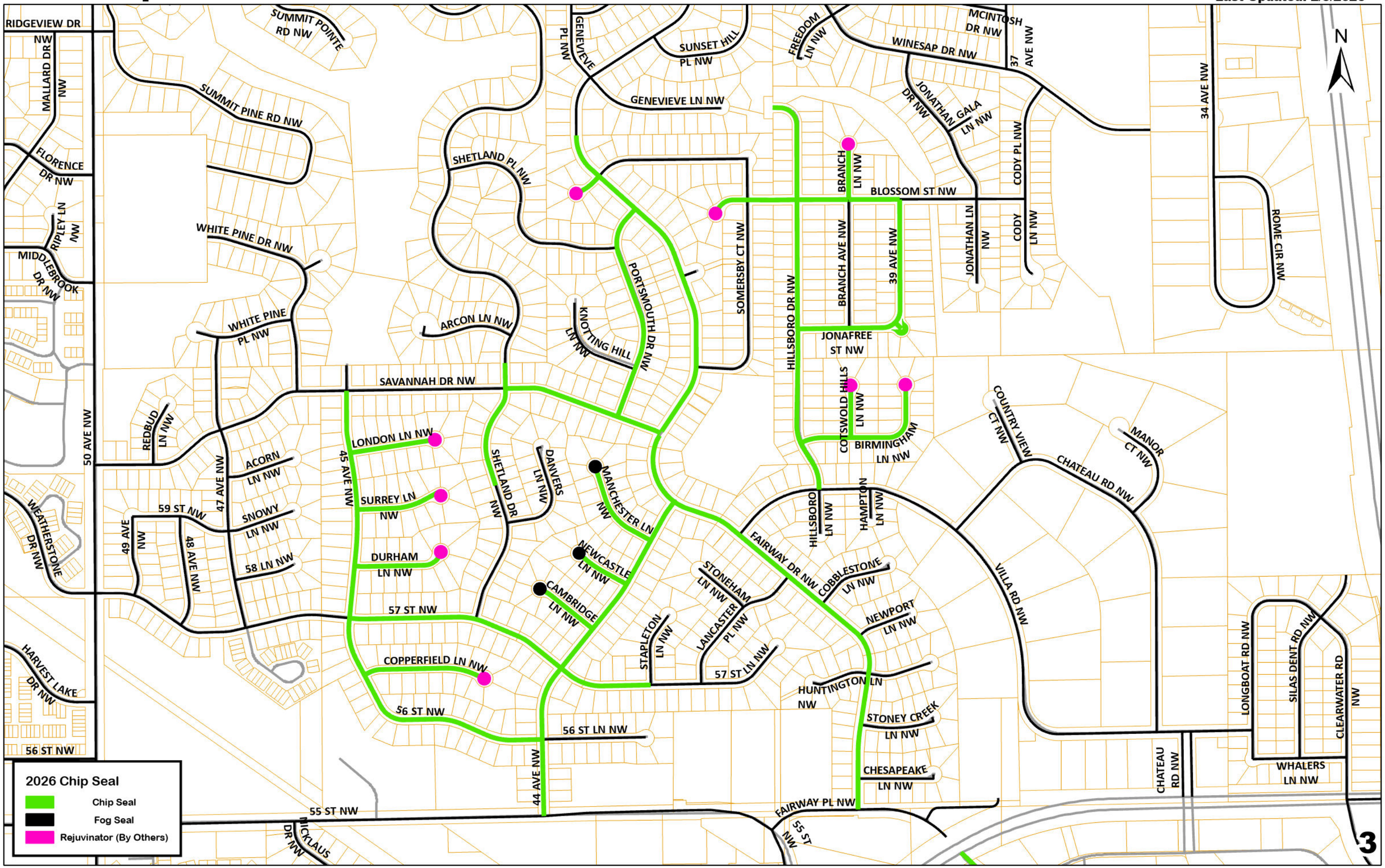
2026 Chip Seal

Last Updated: 2/5/2026



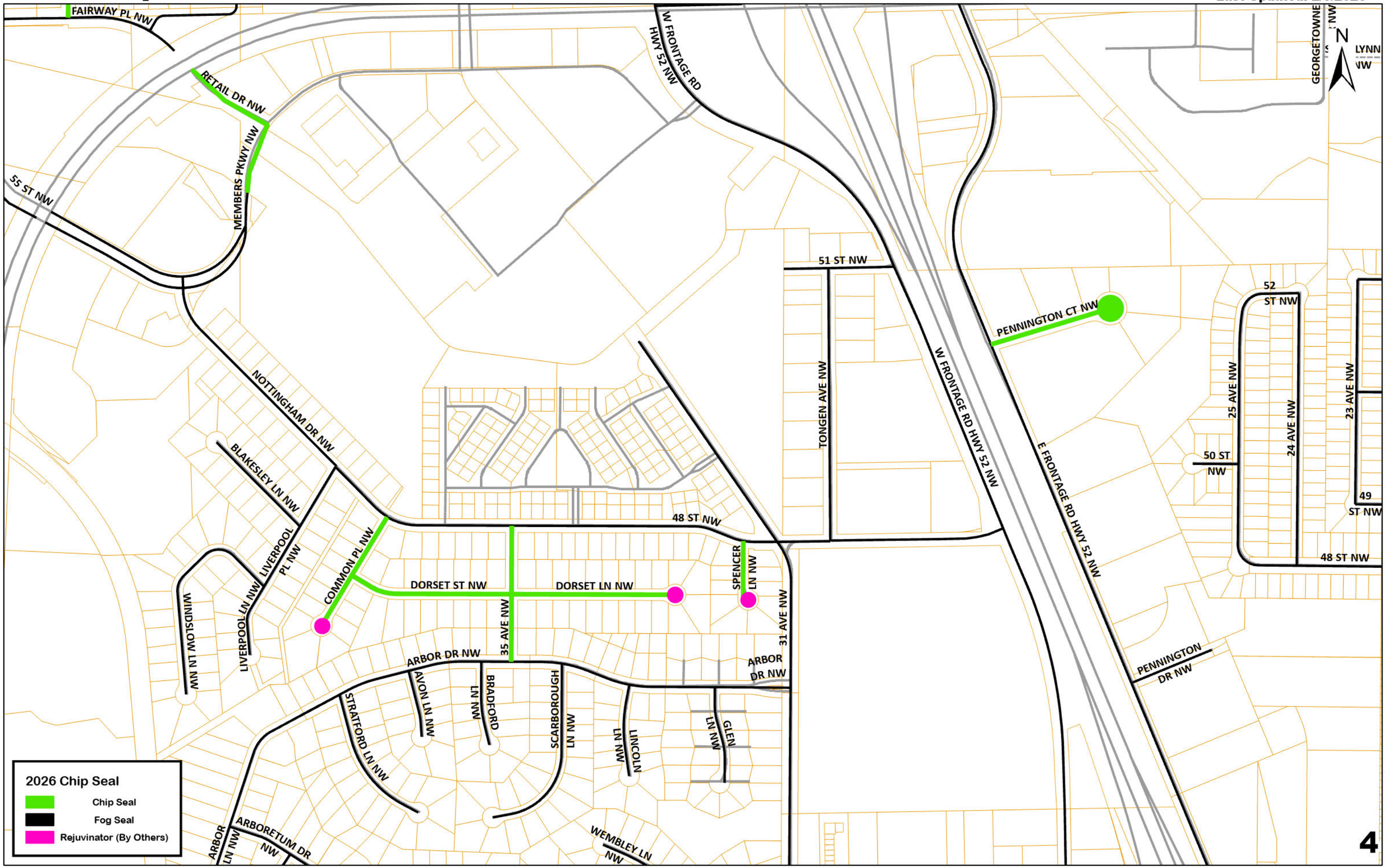
2026 Chip Seal

Last Updated: 2/5/2026



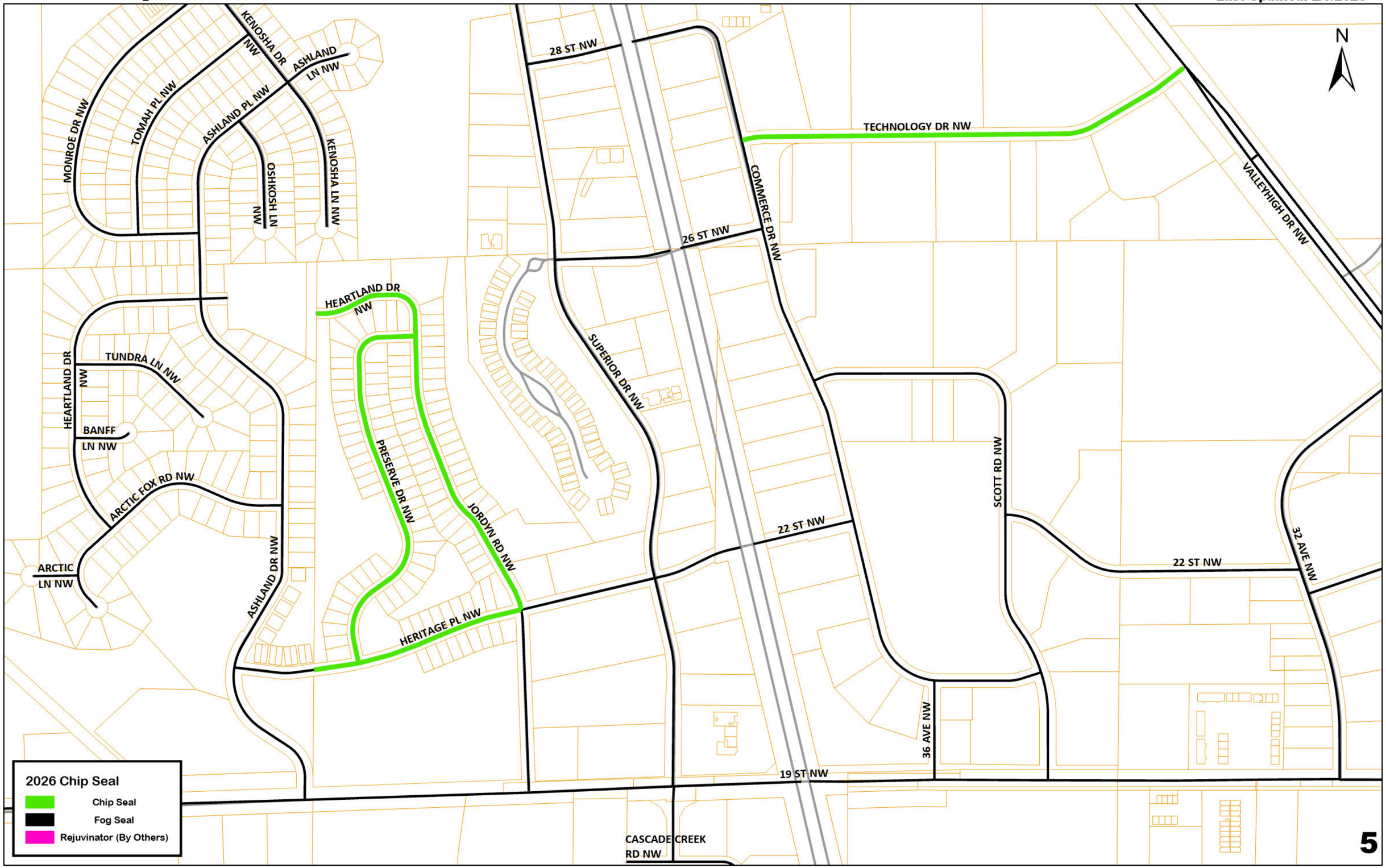
2026 Chip Seal

Last Updated: 2/5/2026



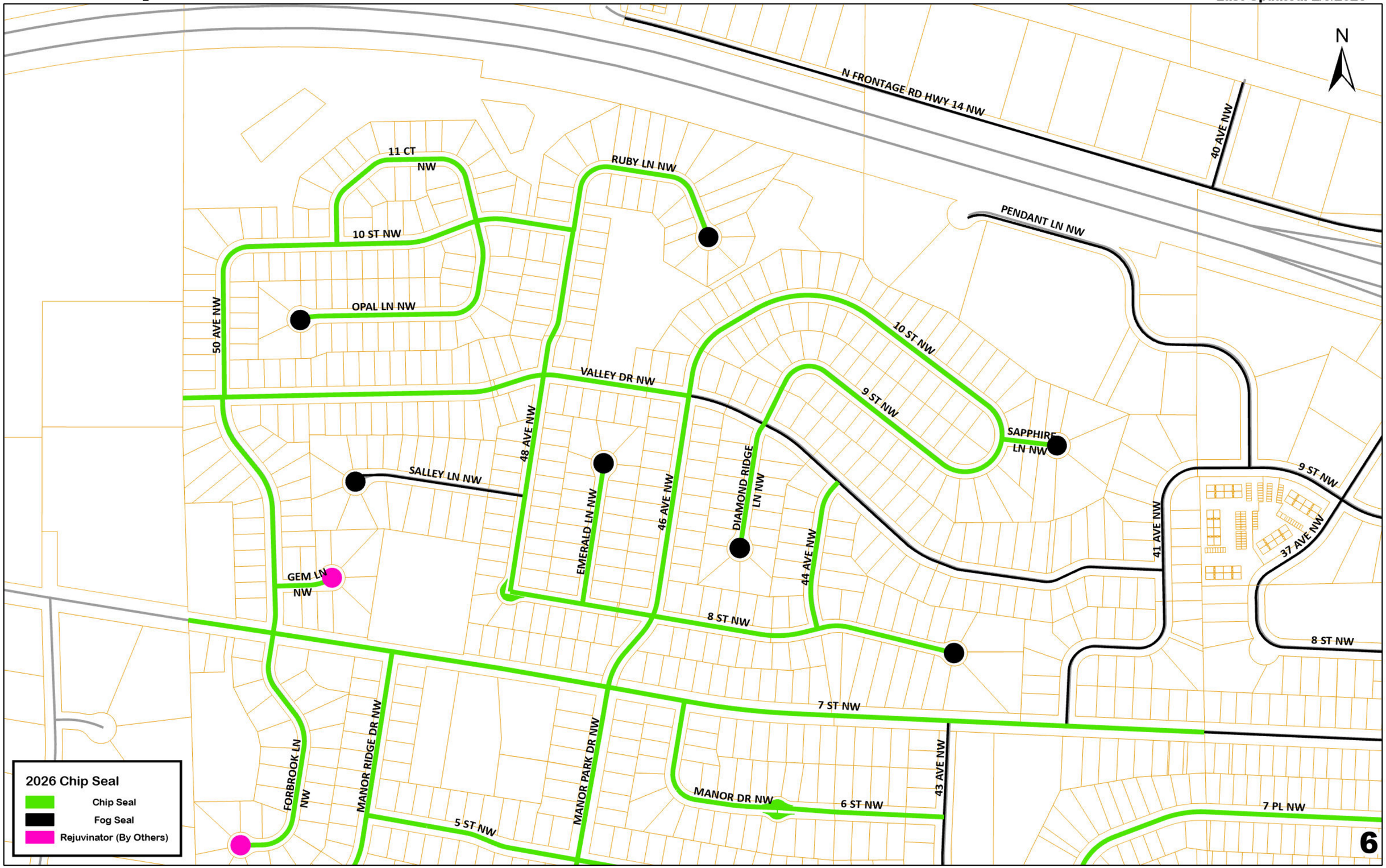
2026 Chip Seal

Last Updated: 2/5/2026



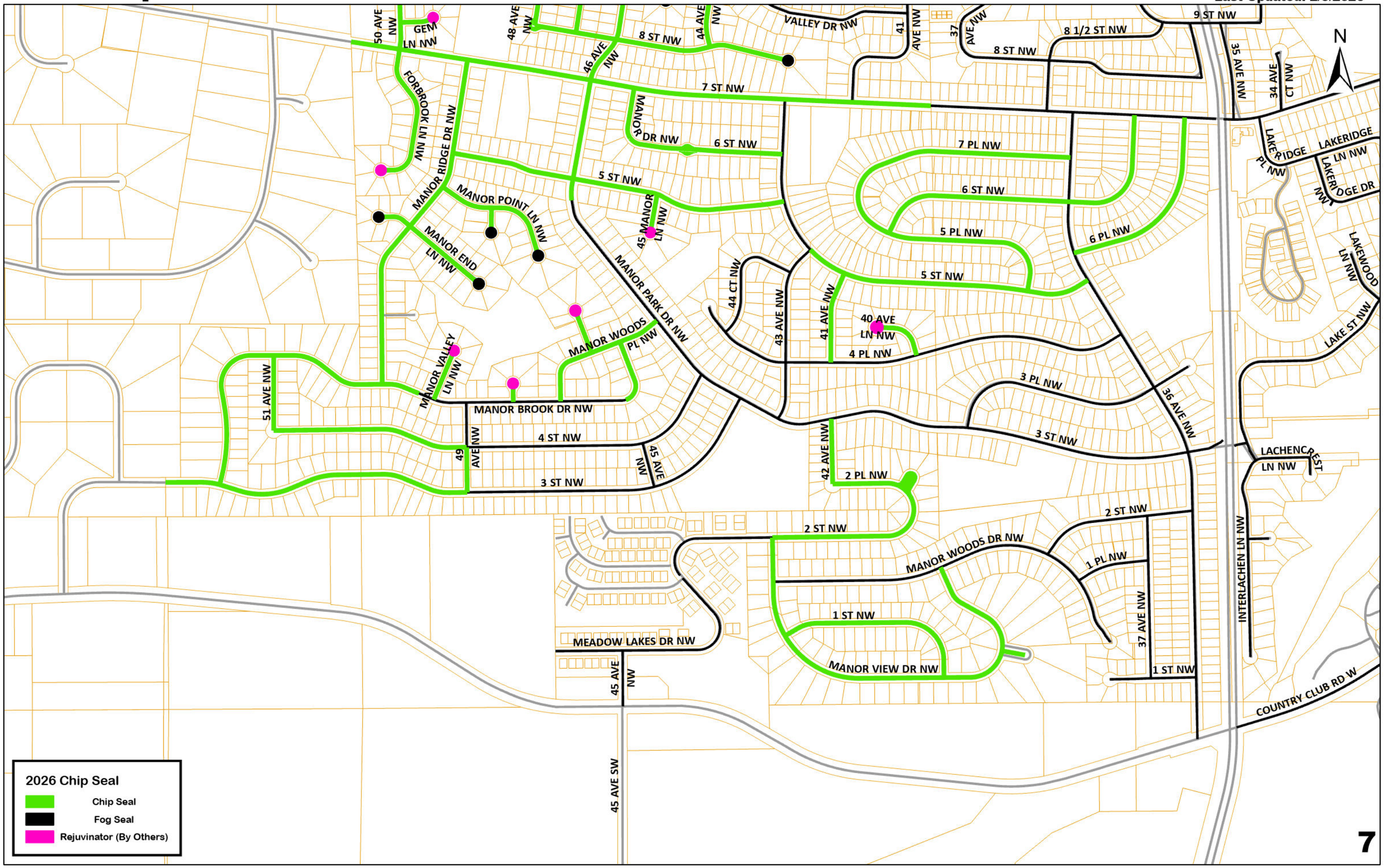
2026 Chip Seal

Last Updated: 2/5/2026



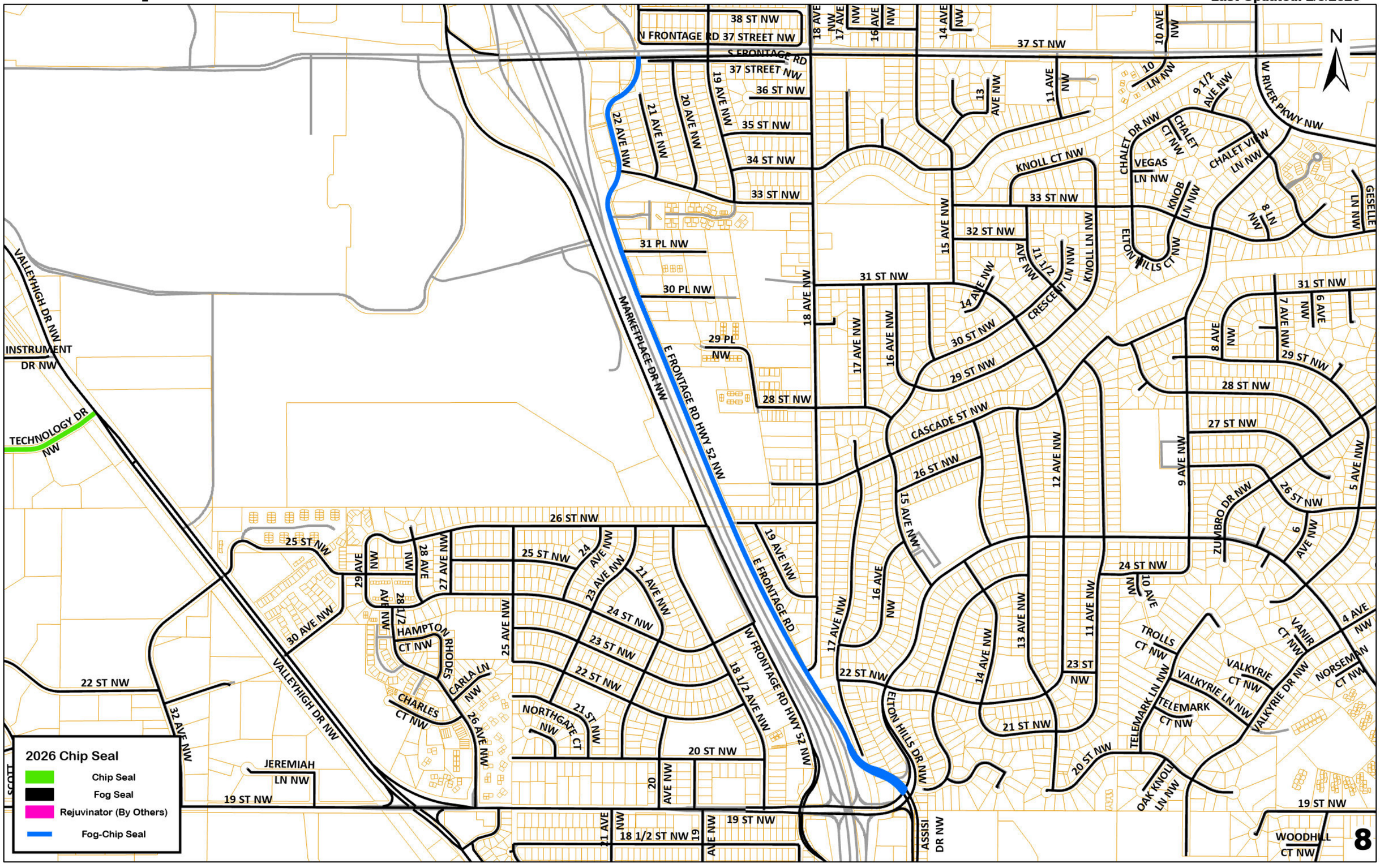
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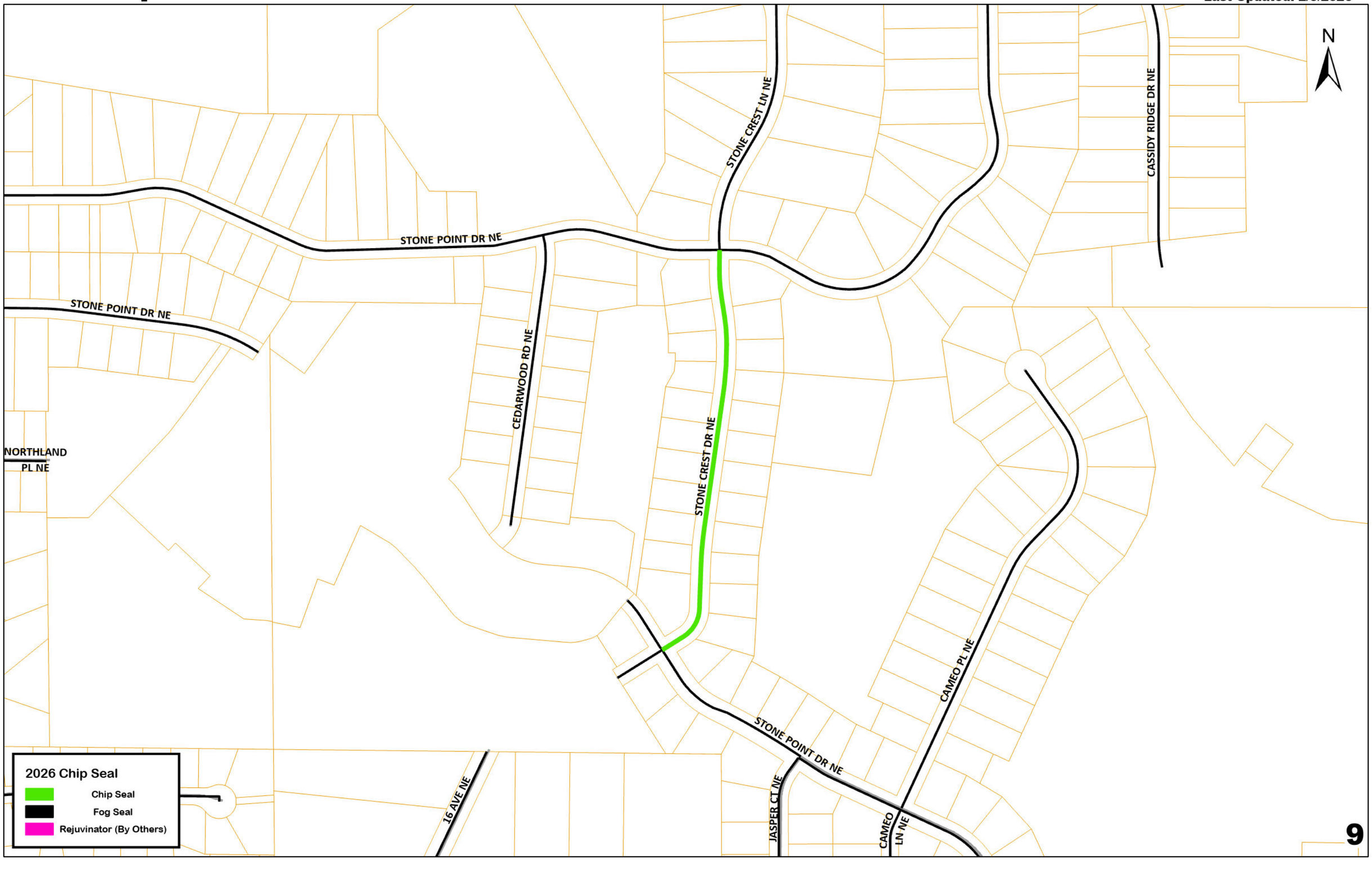
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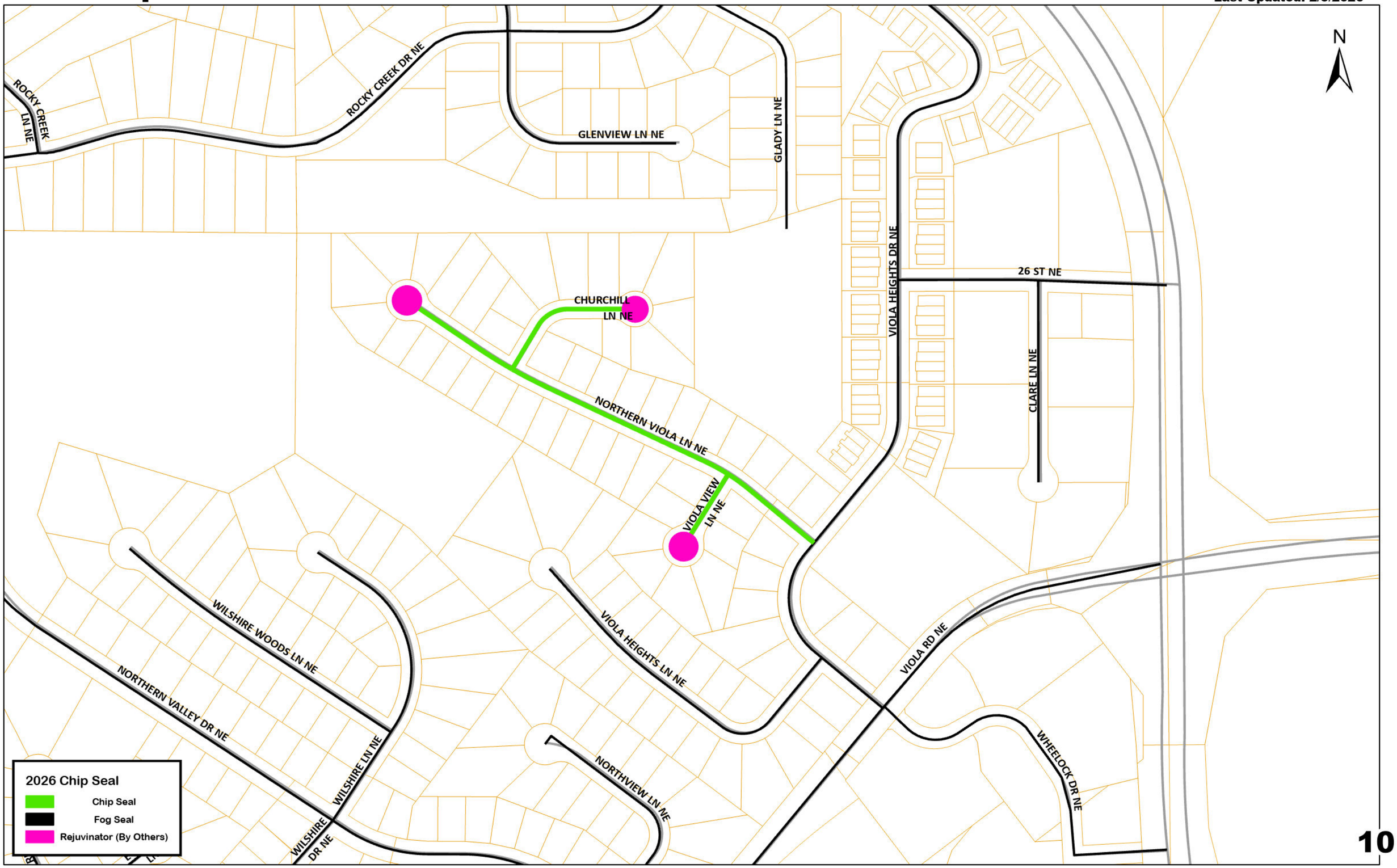
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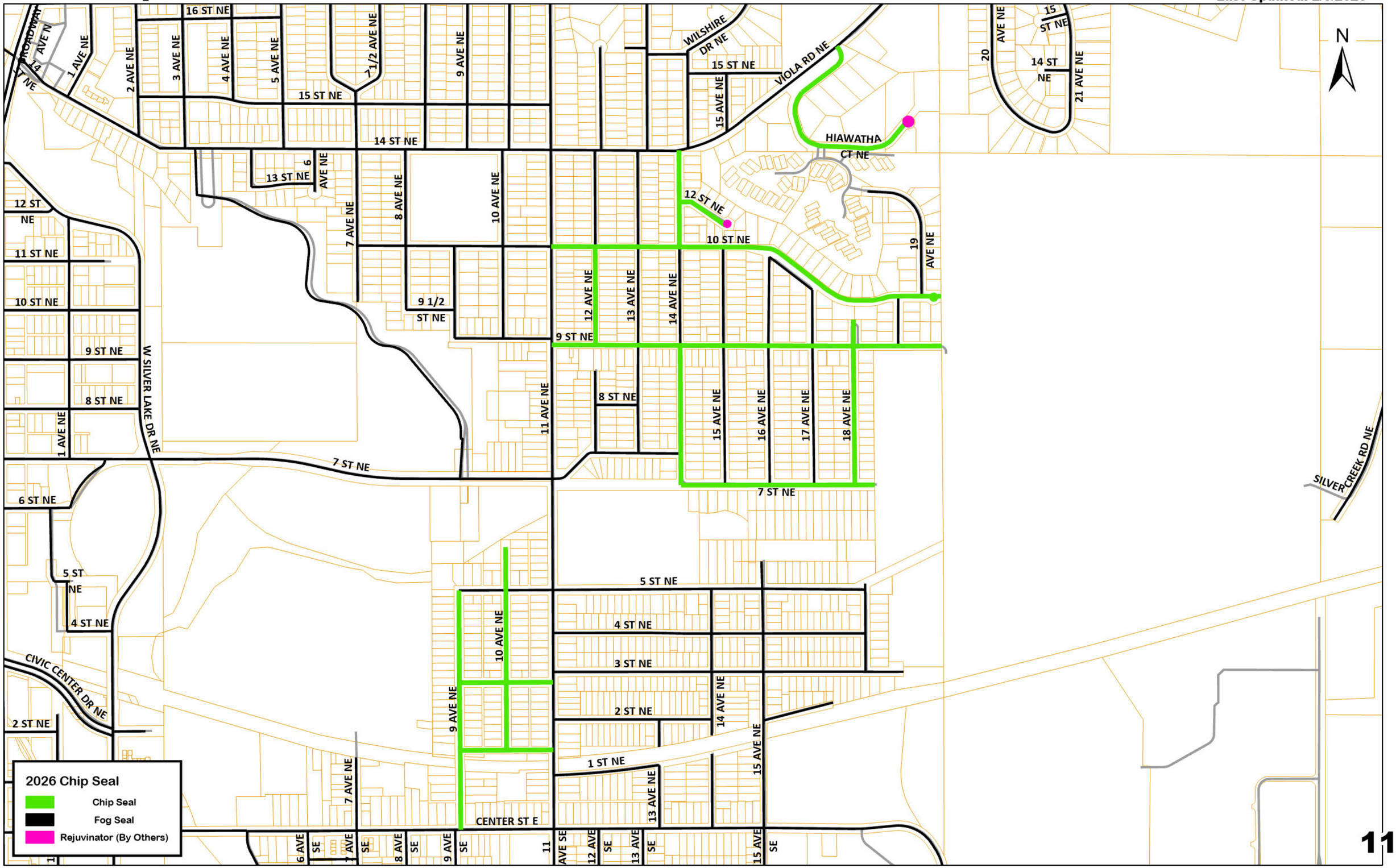
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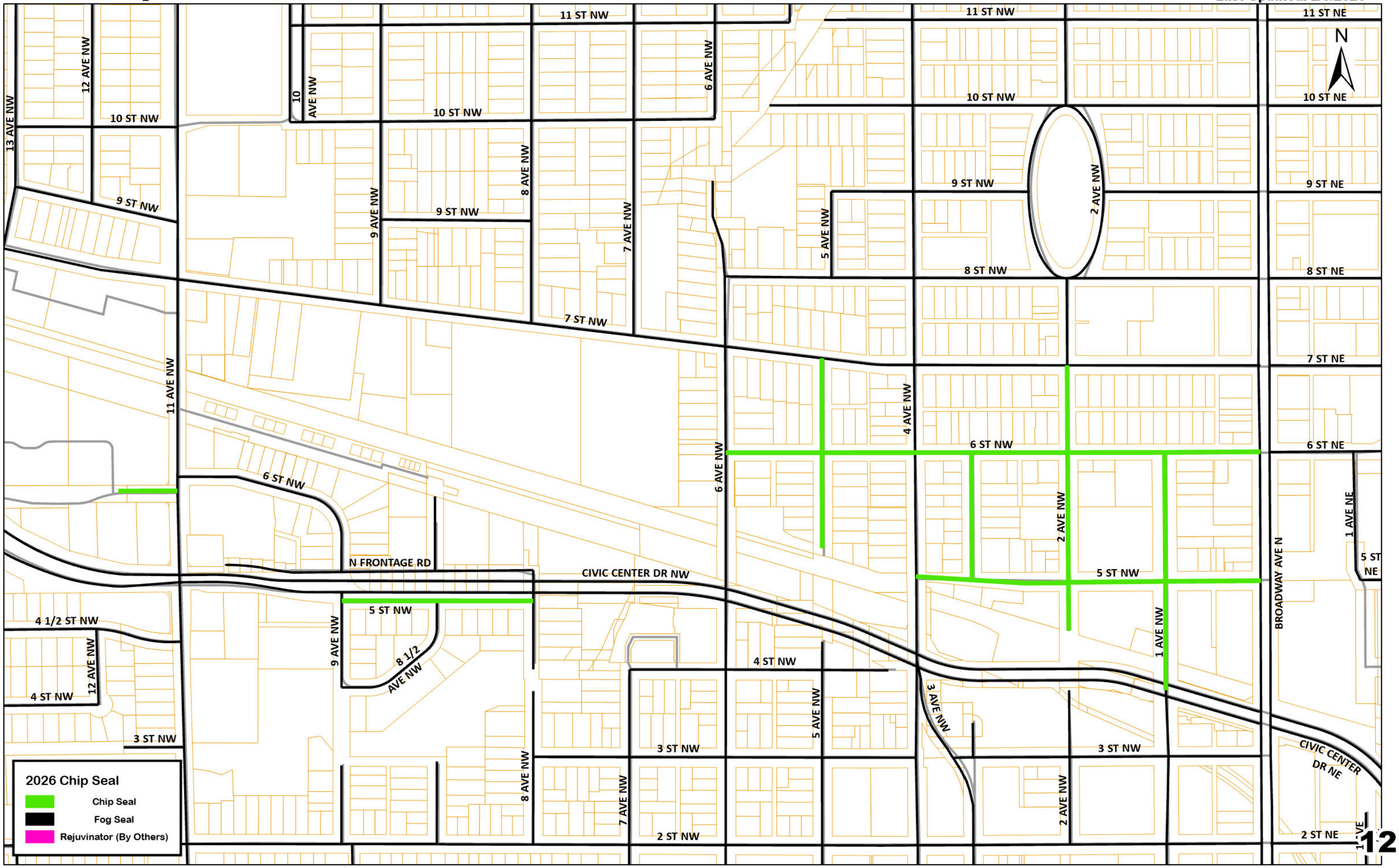
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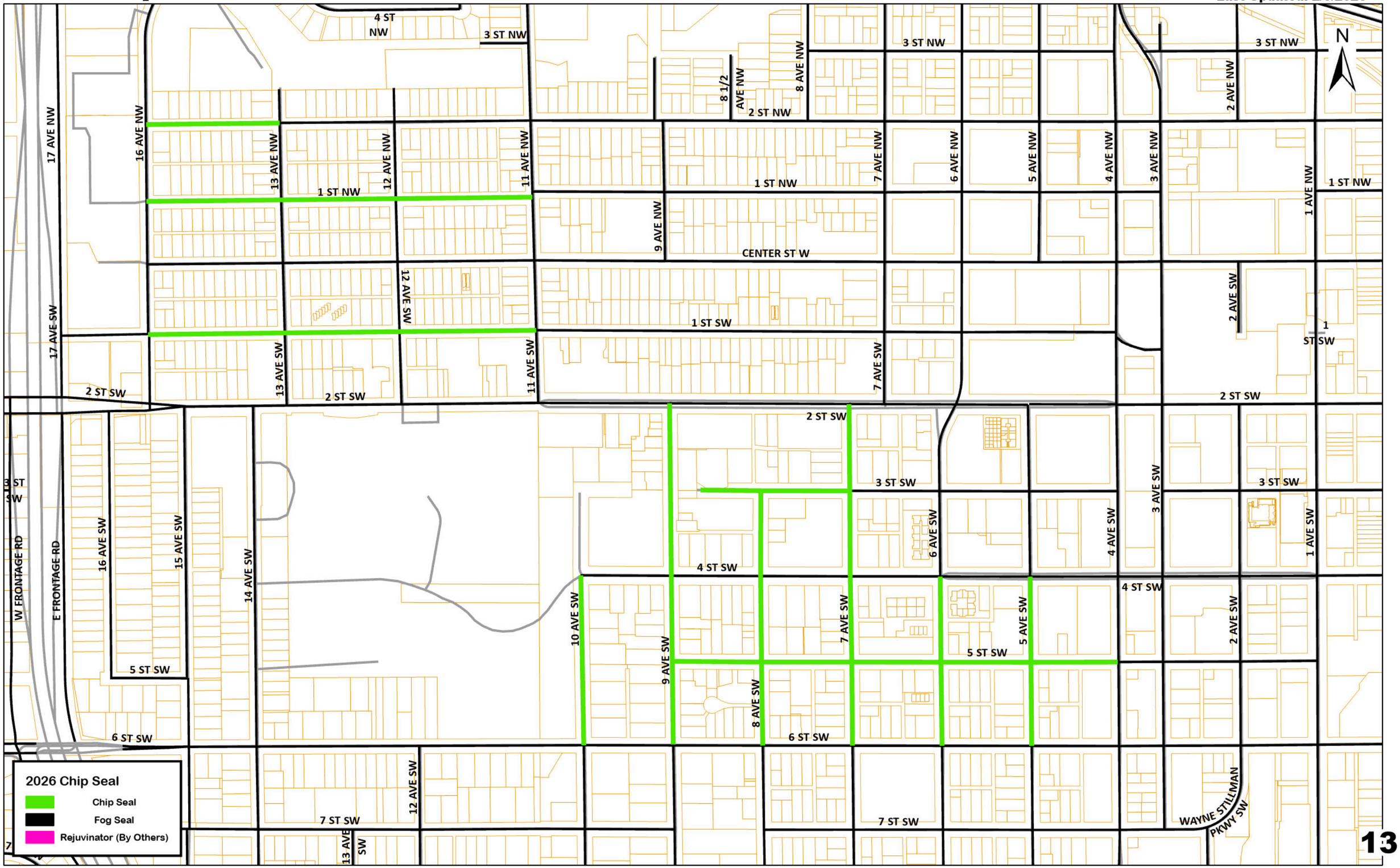
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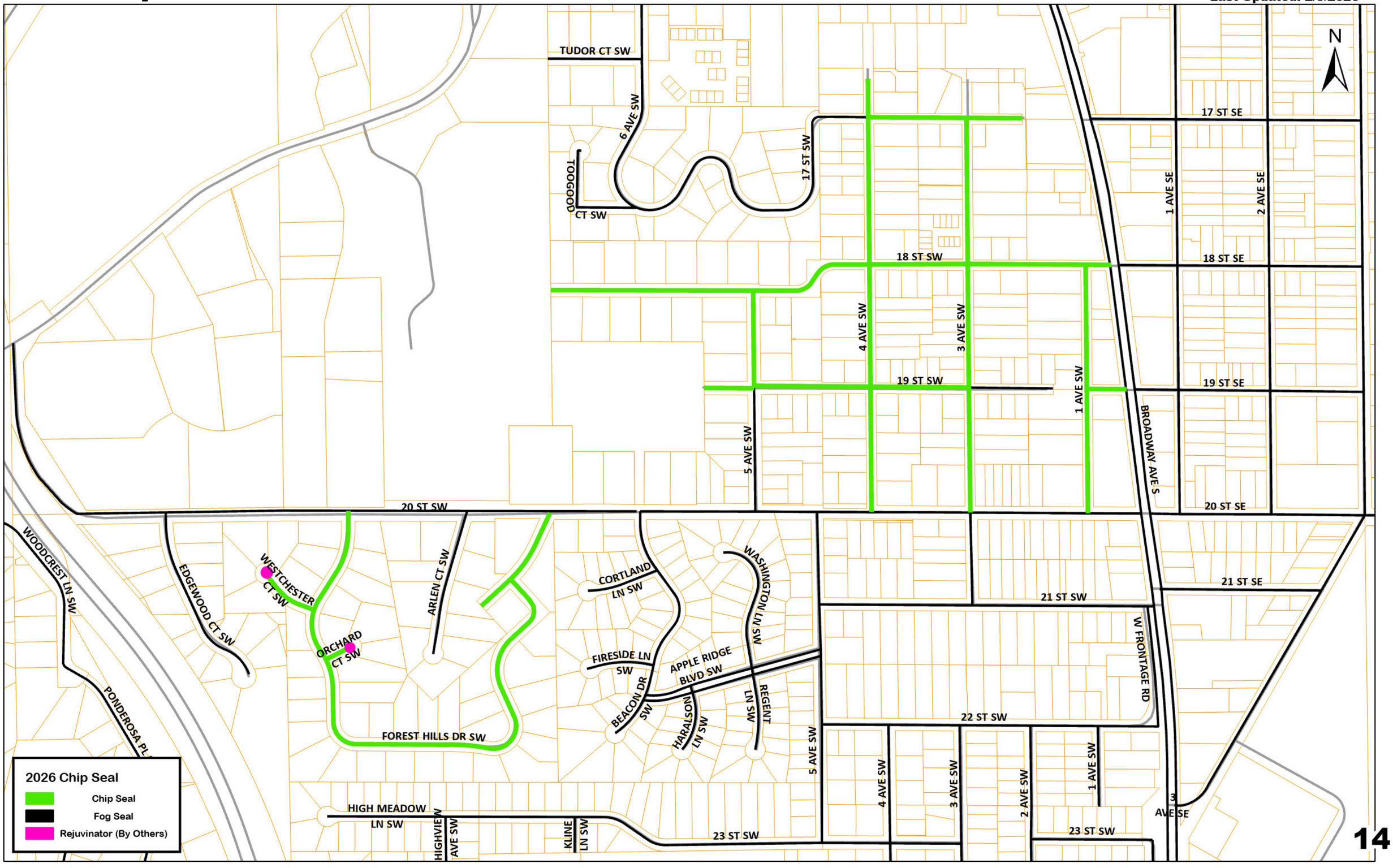
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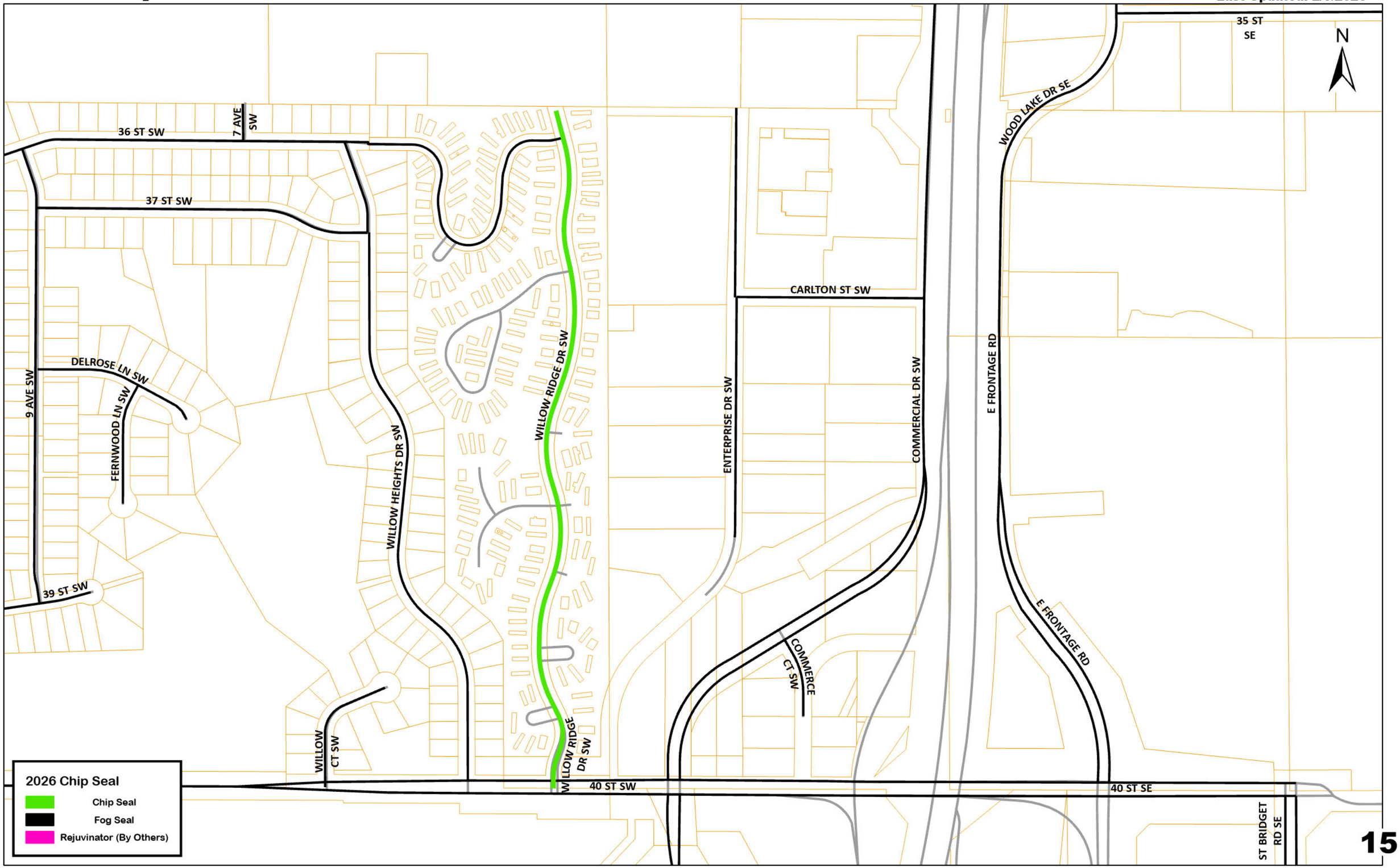
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Last Updated: 2/5/2026



2026 Chip Seal

Last Updated: 2/5/2026



CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Purchase and Installation Agreement with Egan Company for Cameras and Related Infrastructure

MEETING DATE:
February 18, 2026

ORIGINATING DEPT:
Transit & Parking Services

AGENDA SECTION:
Consent Agenda

PRESENTER:
Noloan Schild

Action Requested:
Authorizing an agreement with Egan Company in the amount of $123,565.46 for the purchase and installation of cameras and related infrastructure at the 2nd Street parking ramp.

Report Narrative:
The cameras, servers, and related infrastructure at the 2nd Street parking ramp are well beyond their useful life. During 2025, the servers stopped recording, and several of the cameras are no longer operational.

Functional cameras and the ability to record activity for a period of time, and the review of those recordings, are beneficial to the users of the facility and the City. Cameras act as a deterrent to unwanted activities and behaviors. If unwanted activities, behaviors, or incidents do occur, the cameras provide critical evidence for the City team, the City's parking operator, the City's insurance provider, and the Rochester Police Department.

Staff obtained two quotes for the replacement and installation of cameras and infrastructure, with Egan Company submitting the lowest price, complying with the specifications provided.

The project is tentatively expected to begin in March 2026 and be completed in approximately three weeks.

Priorities & Foundational Principles:
Public Safety
Quality Services

Policy Considerations & DEI Impact:
This project supports strategic priorities for Public Safety and Quality Services.

Prior Legislative Actions & Community Engagement:
No prior legislative action or community engagement.

Fiscal & Resource Impact:
Unrestricted retained earnings of the Parking Enterprise Fund will be used for this purchase.

Alternative Action(s):
No alternative action is suggested at this time.

Prepared By:
Noloan Schild

Attachments:
Contract - 2nd Street Ramp Camera Project

Egan Company (South)
4475 Highway 14 West
Rochester, MN, 55901
(507) 289-4522

City of Rochester 2nd Street Ramp

Proposal

Submitted To:	Site Info
Noloan Schild City of Rochester 201 4th Street SE Rochester, MN 55904	City of Rochester 2nd Street Ramp 14 2nd Street SE Rochester, MN 55904

01/21/2026

Dear Noloan Schild,

Thank you for the opportunity to provide a systems quote. Below is a cost summary and scope of work for the project.

Total Bid: $123,565.46

Bid Item Summary

Description	Total Estimate
01 Cameras	83,465.00
02 Fiber	9,012.63
03 Equipment Room	7,066.17
04 Lift	2,104.19
05 Subcontractor/Electrical	13,137.96

Alternates

Description	Total Estimate
01 Fiber to City Hall	8,779.51

Scope

Provide and install Cat6A Cabling to D-1 Camera locations. Terminate, Test and Certify Cat6A cabling. Label both ends of the cables and on the designation window of station and patch panels in cabinets. Provide, install and program cameras with owner supplied IP addresses, point and aim with customer. Camera licensing and support included. Build out closets with lockable cabinets, patch panels, fiber enclosures and surge protection. Provide and install fiber backbone connectivity from basement to 2nd floor ramp. Terminate and test fiber backbone. Label

Egan Company (South)
4475 Highway 14 West
Rochester, MN, 55901
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both ends of cable and fiber enclosures. Demo existing wall mount network cabinet and cabling in basement. Lift rental is included in this proposal.
Electrical to provide and install all conduit and backbox rough in to camera locations.
Alternate fiber backbone to City Hall MPOP is included and priced separately.

Notes

Provide and Install (31) D-1 Cat6A cables for Cameras
Provide and Install (31) Axis Cameras (Owner supplied IP addresses) Aim with customer
Provide Licensing and Support for 12 Months
Provide and Install (31) Cat6A Patch Cables 2 foot lengths
Provide and Install Ditek Surge Protection for cameras
Provide and Install (2) Lockable Wall Mount Cabinets
Provide and Install (2) CyberPower Rack Surge Protection
Provide and Install (Lot) 24 Strand Singlemode Fiber Backbone with LC connectivity
Provide and Install (2) Fiber Enclosures
Provide and Install (Lot) Singlemode Fiber Jumpers 1 meter lengths
Terminate, Test and Label all Cabling
Demo Existing Network Cabinet and Associated Cabling in Basement
Alternate Fiber Backbone to City Hall MPOP:
Provide and Install (Lot) 24 Strand Singlemode Fiber Backbone with LC connectivity
Provide and Install (Lot) Singlemode Fiber Jumpers 1 meter lengths
Terminate, Test and Label all Cabling

Exclusions

This proposal excludes 120VAC, mounting and supplying network switches, UPS Backup, conduit and backboxes, paint-patch & overtime. Assumes that there is enough room in existing conduit for new singlemode fiber backbone.

AUTHORIZATION TO PROCEED

Egan Company (South)
4475 Highway 14 West
Rochester, MN, 55901
(507) 289-4522

By signing this agreement, you are acknowledging, and agreeing to, the terms and conditions in this document. The signature of an authorized person within your organization is required to proceed with this contract.

Date: _____ PO#: _____

Signature: _____ Printed Name: _____

Thank you for this opportunity. We look forward to working on this project and partnering with you. Please call or email with any questions or clarifications.

Sincerely,

Jason Panzer
jbp@eganco.com/612-490-6471

2-6-2026

Egan Company (South)
4475 Highway 14 West
Rochester, MN, 55901
(507) 289-4522

EXCLUDED ITEMS AND PROJECT NOTES:

- All work shall be performed to the latest edition of ANSI/TIA Standards, the National Electrical Code and BICSI's best practices.
- Permit, and lift rental not included in this proposal unless otherwise stated
- All work to be performed during regular business hours. Overtime and 3rd shift is not included in this proposal.
- Additional work outside of the scope will be billed at Egan's standard Time and Material Rate upon the customer's approval.
- ~~Due to the extreme volatility and manufacturer inability to secure long-term pricing on key raw materials and increasing energy and transportation costs, prices may increase on orders scheduled into the future that are impacted by these market factors. Egan reserves the right to pass along price increases, received from manufacturers, on any material that has extended lead times and are impacted by increased raw material costs. Any change in price will be supported by a conversation with the manufacturer, or documentation from the manufacturer explaining the details of the price increase.~~
- Due to market volatility this proposal is good for 30 days.
- Price quoted is net 30 terms; credit card processing additional.
- ~~Any cost increases for materials that arise due to federal, state, or local government-imposed tariffs, import fees, country of origin requirements, or other government-imposed programs that were not in place at the time this Proposal was submitted will be treated as a pass-through cost that will increase the Contract Price but will not be subject to Egan's fee.~~

Exclusions. Unless expressly included in Egan's proposal, this Agreement expressly excludes, without limitation:

- All conduit, wire-ways, penetrations, and standard back-boxes by others
- All removal/demolition of old conduit, wire-ways and cabling
- Patching, painting and tile placement
- All electrified door hardware, related power supplies, door closers and installation of equipment by others
- All 120VAC work
- Repairs or replacements by changes to Customer's premises
- Alarm Monitoring

Egan Company (South)
4475 Highway 14 West
Rochester, MN, 55901
(507) 289-4522

PROPOSAL TERMS AND CONDITIONS

PAYMENTS

Payments. Payments shall be due and payable thirty (30) days from the date of invoice. Egan invoices will include 35% material billing at the time of the Authorization to Proceed, upon receipt of material order. Progress billings will follow as the project proceeds. If Customer fails to make any payment when due, in addition to any other rights and remedies available, Egan shall have the right, at its sole discretion, to stop performing any Work, including any Work pursuant to Egan's warranty, and/or withhold further deliveries of materials until the account is current. In the event payment is not received when due, Egan may, at its discretion, assess late fees at the rate of 1.5% per month or the maximum rate allowed by law. Customer agrees to pay all costs of collection, including without limitation costs, fees, and attorneys' fees. Customer's failure to make payment when due is a material breach of this Agreement until the account is current.

WORK PERFORMED

This agreement is for Work performed on this Proposal only. Any additional work beyond the scope of this proposal will be additional cost to the Customer at our standard T&M rates, unless otherwise noted.

TERMS

Terms are Net 30 upon receipt of invoice. In the event Contractor must commence legal action in order to recover any amount payable under this Proposal, Customer shall pay Contractor all costs and attorney's fees incurred by Contractor.

ACCEPTANCE

The acceptance of this Proposal is expressly limited to the terms herein and any additional or different terms suggested by Customer are hereby rejected unless expressly agreed to in writing by Contractor.

ACCESS

The Contractor will be permitted to enter the Customer's Property to perform the work. Unless specifically agreed to by the parties all labor will be provided Monday through Friday, excluding holidays, during normal working hours (typically 7:00am - 3:30pm). Reasonable means of access to the equipment being maintained shall be provided by Customer, and Contractor shall be permitted to start and stop all equipment necessary to perform the services.

INSURANCE

Customer agrees to obtain and shall be solely responsible to maintain insurance for the Property, all contents therein, and/or operations performed within or around the Property where work will be performed.

CONTRACTOR OBLIGATION

Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of any asbestos products or other hazardous substances. In the event such products or substances are encountered, Contractor's sole obligation will be to notify Customer of the existence of such products and materials. Contractor shall have the right thereafter to suspend its work until such products or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the contract price equitably adjusted.

SAFETY

Contractor may stop work if hazardous material, asbestos, or any unsafe working situation is discovered, and may not continue to perform the work until the situation has been rectified to the Contractor's approval. Any additional costs to remedy these situations shall be the burden of the Customer. To the fullest extent permitted by law, Customer shall indemnify, defend and hold harmless Contractor, the Contractor's subcontractors, and agents and employees of any of them from and against claims, damages losses and expenses arising out of or resulting from performance of the Work if the asbestos product or hazardous substance presents the risk of bodily injury or death and has not been rendered harmless.

WARRANTY

EGAN shall provide a 1-year warranty for any product we install that fails due to faulty or insufficient installation practices. EGAN has made no warranties, expressed or implied, and no representations with respect to the performance and fitness of the equipment. Inspection shall not constitute an approval or guarantee of equipment condition or system design and performance. Services to be performed under this Agreement are not a guarantee against normal wear and obsolescence. No warranty is provided on labor or on parts or material not provided by the contractor. This warranty does not cover Acts of God, Vandalism,

Egan Company (South)
4475 Highway 14 West
Rochester, MN, 55901
(507) 289-4522

Power surges/lightning, or misuse.

CONTRACTOR LIABILITY

The Contractor's potential liability arising out of its work must be limited. Therefore, the Liability, if any, of the Contractor to the Customer and/or other Occupants or Visitors of the property arising out of the Contractor's work, Act or Omission or Failure to Act, or any claimed breach of this proposal by the Contractor, shall in no event exceed the total fee paid by the Customer for the Services performed that give rise to any such Liability.

HOLD HARMLESS

City and Contractor each agree to, indemnify, and hold harmless each other, its agents and employees, from and against legal liability for all claims, losses, damages, and expenses; including legal fees, to the extent such claims, losses, damages, or expenses are caused by its negligent acts, errors, or omissions. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Contractor, its subcontractors, and City, they shall be borne by each party in proportion to its own negligence. Upon completion or termination of the Work, the terms and conditions of this section shall survive.

~~To the fullest extent permitted by law, Customer shall Indemnify and Hold Harmless Contractor, its Agents and Employees from and against all Claims, Damage, Losses and Expenses (Including but not limited to Attorney's Fees) arising out of or relating to the Performance of work hereunder, provided that such Claim, Damage, Loss or Expense is caused in Whole or in Part by an Active or Passive Act or Omission of Customer, Anyone Directly or Indirectly Employed by Customer, or Anyone for whose acts Customer may be Liable, Regardless of whether it is caused on part by the Negligence of Contractor.~~

LOSS OF USE

Under No Circumstances, whether arising in Contract, Tort, (Including Negligence) Equity or Otherwise, will Contractor Be Liable for Loss of Use, Loss of Profit, Increased Operating or Manufacturing Expenses, Claims of Customer's Tenants or Clients, or any Punitive, Special, Indirect or Consequential Damages or Any Attorney or Expert Witness Fees.

DISPUTES

This Proposal, and the relationship between the parties shall be governed by the laws of the State of Minnesota. Any dispute or claim between the parties may, at Contractor's sole discretion be resolved through final and binding arbitration in Minneapolis, Minnesota, unless otherwise agreed between the parties.

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Professional Services Contract Amendment: Bolton & Menk - Project No. J7919 - 6th Street Bridge, Neighborhood Safety & Riverfront Improvements Project

MEETING DATE:
February 18, 2026

ORIGINATING DEPT:
City Administration

AGENDA SECTION:
Consent Agenda

PRESENTER:
Steve Sampson Brown

Action Requested:

Authorizing a contract amendment with Bolton & Menk in the amount of $981,449 for the 6th Street Bridge, Neighborhood Safety & Riverfront Improvements Project - Project No. J7919.

Report Narrative:

In August 2023, the City Council approved a contract with Bolton & Menk (B & M) for the design and engineering of the 6th Street Bridge, Road Safety and Riverfront Improvements. This contract included design and engineering for improvements to 6th Street from 2nd Avenue SW to 9th Avenue SE, a bridge over the Zumbro river at 6th Street and riverfront improvements adjacent to the proposed bridge. The vision for a 6th Street bridge over the Zumbro River dates back to 1973, when the City adopted an official map proposing an extension of 6th Street SE from South Broadway Ave. to 3rd Avenue SE. Since 2010, several plans have renewed momentum for the bridge's development, most notably the 2021 Downtown Waterfront Southeast (DWSE) Small Area Plan. Together, these efforts set the stage for a project that enhances local streets, improves river crossings, and strengthens riverfront connectivity to support quality of life, recreation, and economic growth.

The 6th Street Bridge, Road Safety and Riverfront Improvements project will:

- Construct a bridge to improve access to neighborhoods, riverfront and key destinations
- Provide equitable transportation access with walking and biking infrastructure
- Implement traffic calming and other safety improvements to manage traffic and speeding using Complete Streets design
- Improve Zumbro River access while maintaining flood protection
- Connect to the Link BRT eastern terminus

The original design and engineering contract for this project was $3,212,000 and was negotiated during the Request for Proposals process based on the information available at that time. Several elements of the full project scope were still being defined and, as a result, could not be fully included in the original base fee. Uncertainties at that stage included the final bridge type and configuration, the extent of environmental permitting required, the level of public engagement needed to deliver a design responsive

to community input, and specific design efforts necessary to meet Canadian Pacific Kansas City (CPKC) Railroad standards. As the project advanced, it became clear that a significant amount of additional community engagement, particularly with adjacent neighborhoods, would be necessary. Because these factors had not yet been resolved, it was not possible to accurately establish the total design effort required to deliver a final project design.

As design development progressed, additional scope items and refinements were identified that were necessary to maintain the project schedule and advance the design to completion. These include work not included in the original contract, such as wetlands delineation, a Phase II Environmental Site Assessment, permitting associated with a Conditional Letter of Map Revision and post-project Letter of Map Revision (CLOMR/LOMR), structural design of a bridge canopy/shade structure, and support for a MnDOT design variance request for 6th Street. Other scope elements expanded as a result of design development, enhanced community engagement, and value engineering efforts, including landscape and amenity improvements along 6th Street SE from 3rd Avenue SE to 9th Avenue SE, modifications to the Riverside School drop-off, and updates to the preliminary bridge design to address permitting constraints identified through the hydraulic analysis. In addition, we held multiple value engineering sessions to evaluate design options, manage costs, and balance community priorities. The attached contract amendment provides detailed descriptions of each expanded scope component and its associated fee increase.

Over the past six months, the project team has closely monitored these scope changes and worked with B&M to negotiate more favorable fee adjustments while also streamlining the project development process. A strategic decision was made to advance design development to a point where bridge design modifications, hydraulic analysis updates, and CLOMR permitting requirements could be finalized, allowing the final scope of design work to be clearly defined and avoiding the need for multiple future contract amendments. With the proposed amendment, the total amount of the B&M professional services agreement will be $4,193,449. When compared to the estimated total construction cost, the design fee represents 13.48% of the projected construction budget, which is within typical industry standards of 12%–18% for projects of this complexity that include high-quality public spaces and regulatory complexity.

Priorities & Foundational Principles:

Quality Services
Public Safety

Policy Considerations & DEI Impact:

The 6th Street Bridge project aims to enhance quality of life by improving accessibility for disadvantaged residents. The Downtown Waterfront subdistrict is home to a significant minority population, including 42.9% in Census Tract 1, 28.0% in Census Tract 2, and 19.2% in Census Tract 3. Within these areas, there are notable concentrations of Black (9.1%, 13.6%, and 9.5%), Asian (7.9%, 0.7%, and 3.2%), and Hispanic (20.6%, 3.6%, and 4.0%) residents. This project represents an important investment in the revitalization of this area, improving residents' access to essential services and opportunities.

Prior Legislative Actions & Community Engagement:

February 26, 2020: Council Meeting - New Rapid Transit for a Growing, Equitable Rochester Study Received and Filed.
October 19, 2020: Council Meeting - Resolution No. 283-20 - Five-Year Update to the Destination Medical Center (DMC) Development Plan Adopted.
April 19, 2021: Council Meeting - Resolution No. 084-21 incorporating the DWSE Small Area Plan into the Planning 2 Succeed (P2S) Comp Plan Adopted.
July 19,2021: Council Meeting - Contract with Perkins & Will for Conceptual Design and Engineering Services Authorized.

March 2022: Council Meeting - Additional Design, Evaluation, Public Engagement and Analysis; and Funding Strategies for the 6th St Bridge Authorized.
August 21,2023: Council Meeting- Contract with Bolton and Menk for Design and Engineering of 6th Street Bridge Authorized
May 5, 2025: Council Meeting- Presentation Update as Bridge Design is Submitted
November 17,2025: Council Meeting: Resolution for Variance with MNDOT Approved
December 18, 2025 MNDOT Variance Committee Variance Approved

Community Engagement - Numbers are approximate
March 26, 2024: Open House #1 at Riverside Building Lobby (60 people)
April 23, 2024: Slatterly Park Neighborhood meeting
May 15, 2024: Riverside Family Event
June 26, 2024: Open House #2 at Riverside Elementary (50 people)
July 11, 2024: Forward Concert
August 17, 2024: Back to School event
September 14, 2024: Latino Fest (150 people)
May 8, 2025: Historic Neighborhood Meeting (25 people)
May 28, 2025: Public Engagement Update Meeting at Riverside Elementary (25 People)
July 22, 2025: Slatterly Neighborhood Meeting: Slatterly Park
September 17, 2025: 6th Street Sessions: The Bridge
October 1, 2025: 6th Street Sessions: Streetscape
October 22, 2025: 6th Street Sessions: Riverfront Amenities

Reaching out to under-represented communities.
Bolton and Menk created a discussion guide, and worked with individuals from partnering organizations.
10/9/24: Ethiopian Community of Rochester MN ECRM board members and founders - 5 people
9/30/24: Alliance of Chicanos, Hispanics, and Latin Americans 10 people
9/21/24: Pamoja Woman (Somali and Sudanese community) 21 females and 10 males

Fiscal & Resource Impact:

This proposed amendment will increase the B&M contract value by $981,449, resulting in a total contract amount of $4,193,449.

The current project budget is estimated at $36.8 Million and includes funding from the following resources:

- $19.9 M Federal Rebuilding American Infrastructure with Sustainability and Equity (RAISE) Grant
- $11 M State Destination Medical Center (DMC) funds
- $5.9 M matching grant from Minnesota Department of Transportation

Alternative Action(s):

No alternative actions are recommended at this time.

Prepared By:

Jaymi Wilson

Attachments:

Contract Amendment - Bolton and Menk - 6th Street Bridge Project

BOLTON & MENK
Real People. Real Solutions.

2900 43rd Street NW
Suite 100
Rochester, MN 55901

Ph: (507) 208-4332
Fax: (507) 208-4155
Bolton-Menk.com

February 4, 2026

Jaymi Wilson
Project Manager
City of Rochester
201 4th Street SE
Rochester, MN 55904

RE: Amendment Request No. 1, Revision 2
6th Street Bridge Project Design and Engineering
City Job Number J-7919

Dear Jaymi:

This letter is submitted as a follow-up to our revised Amendment Request #1 for the 6th Street Bridge Project, dated December 24, 2025, and subsequent discussions with City staff regarding refinement of the requested amendment. We appreciate the City of Rochester's review of the request and the counteroffer provided on January 26, 2026. Based on those discussions, Bolton & Menk is prepared to accept the City's counteroffer and hereby submits this revised amendment request incorporating the adjusted scope and fee amounts as outlined below.

Task 1: Project Management and General Meetings

The project has required a significantly higher level of project management and coordination than originally anticipated. Over 150 meetings have been held with City staff, agencies, and stakeholders, nearly double the number planned in the original scope. This increase was driven by the need to address technical feasibility, coordinate new rounds of design and visioning, respond to evolving project requirements, and manage transitions in City project leadership and key staff. These changes necessitated additional effort to maintain continuity and ensure critical project history was carried forward.

Our original contract assumed a typical level of engagement, including monthly Project Management Team (PMT) meetings during design development. The multidisciplinary and highly aesthetic nature of the project, combined with evolving priorities, resulted in frequent and detailed meetings, often involving multiple BMI and subconsultant staff and significant preparation time. As of mid-December 2025, we have participated in more than 165 meetings with City staff and agencies, not including property owner or internal design team meetings.

A key indicator of this expanded effort is the extension of the preliminary design phase. The original schedule anticipated completion of preliminary design and bidding by March 2025; the current timeline shows these milestones extending into late 2025 and early 2026. This shift reflects the additional

technical, regulatory, and programmatic work required to address evolving project needs, agency feedback, and community priorities.

Task 1 Amendment Request: $67,592

Task 3: Preliminary Design

Riverfront Constraints Analysis-$24,600
Completed May to July 2024

The Riverfront Constraints Analysis was a pivotal effort that fundamentally reshaped the direction of the project. Early conceptual designs assumed a broad riverfront program and a clear-span bridge without piers in the river. As our team advanced into detailed site measurements and 3D modeling, it became evident that the original concepts were not to scale and could not be constructed within the available space, given constraints imposed by the floodwall, railroad tracks, river channel, and adjacent infrastructure.

This analysis provided the City with a grounded, citable basis for re-envisioning the riverfront area. The findings directly informed the City's decision to initiate a new visioning process, which included development of additional alternatives and more extensive hydraulic modeling iterations. Key constraints, such as limited buildable area, floodplain management requirements, and technical challenges with bridge geometry, necessitated a shift from a clear-span bridge to a structure with piers in the river. This structural change triggered the need for a Conditional Letter of Map Revision (CLOMR) and ultimately a Letter of Map Revision (LOMR) to address flood elevation impacts and ensure regulatory compliance.

Bolton & Menk's work included an in-depth review of graphics and data from previous project phases, comparison against actual site constraints, and preparation of supplemental graphics and presentations for in-person meetings with City staff. The Riverfront Constraints Analysis served as the foundation for subsequent City-directed efforts, generally described as follows (further described in separate amendment items later):

- Visioning workshops and programming matrices to re-explore riverfront goals
- Development of six new alternatives to address programmatic and technical concerns
- Multiple hydraulic modeling iterations to evaluate floodplain impacts
- Bridge structural redesign to accommodate site constraints and regulatory requirements
- CLOMR/LOMR process to secure necessary approvals

This sequence of work was not anticipated in the original scope and fee but was essential to advancing the project in alignment with the City's objectives and regulatory standards.

Bolton & Menk is an equal opportunity employer.

Riverfront Visioning-$14,500
Completed August to October 2024

Following the Riverfront Constraints Analysis, the City initiated a visioning process to re-explore program elements, aesthetics, and community goals for the riverfront area. This effort was intended to ensure proposed improvements aligned with past and current studies and plans for the downtown riverfront and surrounding areas. Our team supported this process, led by Gamble & Associates, through a series of tasks that were not included in our original scope, which assumed the concept was set.
Bolton & Menk's contributions included reviewing six previously prepared riverfront study reports and plans, preparing workshop materials, and participating in in-person sessions. Materials developed for the workshops included:

- Mapping of areas covered by existing plans and associated program types
- Overlay maps of active transportation routes
- Programming matrices
- Visual analyses of lighting types along the river and bridges
- Visual analyses of railing types, colors, and locations along the river and bridges

Our team collaborated with stakeholders to develop new concepts that balanced technical feasibility with community aspirations. These efforts required significant time and resources and were not included in the original scope and fee.

Preliminary Riverfront Design Iterations-$150,292
Completed November 2024 to February 2025

Our proposal anticipated development of up to two riverfront alternatives, based on the assumption that the proposed design would align with the trail layout established during earlier study phases. However, as the project evolved, six different alternatives were developed to address programmatic, aesthetic, and technical concerns. This need arose from findings during the constraints analysis and riverfront visioning exercises, which revealed that previous trail alignment concepts had not fully accounted for technical feasibility, or available space and budgetary limitations.

Each alternative required detailed design, 3D modeling, and evaluation to ensure technical feasibility and alignment with project goals. These designs explored varying approaches to trail connectivity, floodwall modifications, and amenities, including different ways to access the water and maintain continuous pedestrian and bicyclist movement across the riverfront, from west of Broadway Avenue S to east of the river, and between the riverfront and 6th Street SE. Determining technical feasibility was complex and required detailed design efforts for each alternative to adequately identify issues related to ADA compliance, flood elevation impacts, slope stability, right-of-way needs, and regulatory compliance. This extensive effort was essential to ensure the riverfront design complemented the bridge's form and function, responded to community feedback, and met technical requirements.

Riverfront Design Value Engineering-$143,392
Completed March to April 2025

To reconcile the project scope with budget and constructability constraints, our team led a comprehensive value engineering exercise that was not included in the original scope. When it became

clear that the ultimate riverfront vision, established through the riverfront design iteration process, could not be delivered within the established budget, we developed and evaluated five distinct value engineering packages. Each package involved detailed analysis of trail connectivity, ADA compliance, floodwall modifications, new walls, urban design enhancements, and cost implications to identify feasible solutions.

This effort required significant interdisciplinary coordination, technical modeling, and cost analysis, as well as multiple meetings with City staff over a six-week period. Hazama Plaza was a particular focus due to its sensitivity to disturbance and the need to plan for future improvements north of the site in coordination with a separate project led by Gamble & Associates. The level of design iteration and collaboration undertaken was essential to support informed decision-making and ensure the project remained aligned with budgetary and constructability realities.

Hydrologic and Hydraulic Analysis-$58,000
Completed November 2024 to April 2025

The original scope anticipated a limited number of hydraulic scenarios, with the current contract including analysis for three riverfront designs. However, as the design evolved, the need to evaluate multiple bridge and riverfront alternatives, and to address the rise in flood elevations caused by introducing piers, required far more iterations of hydraulic modeling than originally scoped. Through the highly iterative design development process, including value engineering, we analyzed approximately a dozen scenarios, each requiring additional technical expertise, modeling, coordination, documentation, and quality control.

This expanded effort was essential to ensure compliance with floodplain regulations and to support the Conditional Letter of Map Revision (CLOMR) and Letter of Map Revision (LOMR) processes.

Preliminary Bridge Design-$126,250
Completed September 2023-May 2025

Development of the 6th Street Bridge design required a level of effort far beyond what was anticipated in the RFP. The original conceptual design envisioned a clear-span bridge with no piers in the river and included trees on the bridge deck to provide shade and visual interest. As detailed analysis progressed, it became clear that these features were not feasible, structurally, a clear-span bridge could not meet flood elevation and grade constraints, and incorporating trees raised significant concerns related to long-term maintenance and structural loading.

These findings meant the design process could not simply refine the prior concept; it required starting over and creating an entirely new bridge concept from the ground up. The new design introduced piers in the river and alternative strategies for achieving shade, visual interest, and the desired aesthetic. This shift triggered a comprehensive, multidisciplinary effort that spanned several months and involved structural engineering, architecture, hydraulics, and urban design.

Our team performed extensive 3D modeling in multiple software platforms (CAD, Revit, Rhino), developed graphics and cost estimates, and engaged in numerous coordination meetings with City staff and stakeholders to ensure the new design met technical requirements while honoring the City's long-

held vision for the downtown riverfront. This was not a simple adjustment, it was a complete re-concepting effort that required significant time and resources beyond the original scope.

6th Street SW/Broadway Avenue S Protected Intersection Design-$2,800
Completed June 2025

While intersection design was included in the original scope, the development of protected intersection concepts was not anticipated. This additional work was performed in response to stakeholder input and the City's desire to enhance safety and multimodal connectivity at the key intersection of 6th Street SW and Broadway Avenue S. Bolton & Menk prepared several concept designs at the City's request to explore options for improving pedestrian and bicyclist safety within existing physical constraints and planned project limits.

Supplemental Topographic Survey-$7,700
Completed June 2025

Additional survey work was required in areas not identified in the original scope, including the Riverside Elementary School drop-off area and expanded tie-ins for the proposed mini-roundabout. These areas were added as the project scope evolved, making supplemental topographic survey necessary to support accurate design and coordination. Bolton & Menk survey crews performed an additional mobilization to collect this data, which included the intersection of 5th Avenue SE/5th Street SE for the school drop-off modifications and extended limits along 8th Avenue SE north and south of 6th Street SE for the mini-roundabout. Additional right-of-way and property line determination was also required for these expanded limits.

Geotechnical Investigation and Analysis-$20,653
Completed July 2025

Our original geotechnical scope was based on the conceptual design and included a defined number of borings and two mobilizations. As the design evolved, additional field investigations, sampling, and engineering analysis became necessary to address new project elements such as the mini-roundabout at 8th Avenue SE, modifications from the originally anticipated single-span bridge to a design with piers in the river, expanded trails, and floodwall adjustments on both riverbanks. These changes required an additional 15 soil borings and two extra mobilizations to align with the timing of design development and ensure compliance with technical and regulatory requirements.

Wetland Delineation-$5,350
Completed July 2025

Wetland delineation was not included in our original scope or fee, as the RFP indicated it would only be required if requested by regulatory agencies. During the design process, agency feedback determined that a formal wetland delineation was necessary within the project footprint along the riverfront. This work involved field investigations, preparation of a delineation report, and submission for boundary and type concurrence, including coordination and meetings with the Technical Evaluation Panel (TEP).

Traffic Forecasts & Operations Analysis-$52,705
Completed November 2023-August 2025

The original scope included a defined set of traffic counts and forecasts. During design, additional scenarios and data sources (such as StreetLight analytics) were requested to address concerns with prior assumptions and to support decision-making for new design elements. This amendment covers the additional effort required for these expanded analyses.

Traffic Forecasts
When preparing our scope and fee for traffic forecasting for the project we assumed we would utilize recent forecasts developed as a part of Downtown Waterfront SE (DWSE) planning efforts. We developed peak hour turning movement counts based on the DWSE Study and then learned through conversations with ROCOG and city staff that the assumptions in the study were not fully supported. We therefore performed the following additional work:

- Coordination with ROCOG to receive and understand assumptions included with the 6th Street Traffic projects developed by the agency.
- Three traffic forecast scenarios were developed for intersections within the segment of 6th Street from 1st Ave SW to 3rd Ave SE with and without the bridge using ROCOG traffic projections.
- StreetLight data analysis completed to determine opening day volumes with bridge but without the DWSE site traffic for discussion with the City and local neighborhood.
- Peak hour turning movement counts were again developed for study area intersections to assist with decision-making. A summary document was developed comparing DWSE turning movement counts with those developed with ROCOG traffic projections.
- 2045 turning movement counts were re-developed incorporating comments from ROCOG staff.

Traffic Operations Analysis
Additional traffic operations analysis was completed in conjunction with the outlined traffic forecast work above. This included:

- No Build condition traffic operations analysis was completed with multiple forecasts and "Bridge/No Bridge" scenarios for intersections within the segment of 6th Street from 1st Ave SW to 3rd Ave SE referencing the DWSE study and ROCOG traffic projections.
- Build condition traffic operations was completed for the segment of 6th Street from 1st Ave SW to 3rd Ave SE with multiple traffic forecast scenarios, varying intersection control, lane configurations, and traffic signal timings.
- Pedestrian Level of Service analysis was completed east of 3rd Ave SE for varying traffic levels on 6th Street for discussion at public open house.

Additional Improvements 3rd to 9th Avenue SE-$9,500
Completed June to August 2025

Our original fee assumed only limited improvements in this area, such as mill and overlay, sidewalk work, and intersection reconstruction. However, the addition of a mini-roundabout and a multiuse trail on the north side of 6th Street SE required substantial additional design effort. This included corridor modeling, plan development, and extensive coordination with stakeholders.

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During preliminary design, we assessed the impacts of modifying the roadway typical section to accommodate the multiuse trail. This analysis addressed parking impacts, overhead utilities, tree loss, the need for additional right-of-way, and the ability to maintain turn lanes. These tasks were well beyond the original scope and necessary to ensure the design met functional, safety, and community objectives.

Phase II Environmental Site Assessment-$40,668
95% complete as of December 2025

The original scope included a Phase I Environmental Site Assessment (ESA), with Phase II to be performed only if recommended by Phase I results. The Phase I ESA identified areas of concern requiring further investigation, which led to a Phase II ESA. This additional work involved environmental screening and sampling, soil and groundwater testing, laboratory analysis, engineering evaluation, and preparation of a report with special provisions for construction. These services were not included in our base fee and were performed in response to environmental findings.

Task 3 Amendment Request $656,410

Task 4: Final Design, Right of Way Acquisition

Additional Improvements 3rd to 9th Avenue SE-$28,200
60% complete as of December 2025

At the time of the RFP, improvements on the east end of the project were limited to a mill and overlay of the roadway pavement and replacement of the existing sidewalk. Through the preliminary design process, additional improvements were identified, including a mini-roundabout at 8th Avenue SE and a multiuse trail (in place of the sidewalk) on the north side of 6th Street SE. These changes required substantial additional design effort beyond the original scope.

Final design for these expanded improvements involved additional corridor modeling, plan development, and preparation of numerous plan sheets, details, and cross sections, along with extensive coordination to ensure constructability and compliance with project objectives.

Riverside Elementary School Drop-off Improvements-$11,800
60% complete as of December 2025

This work was added to address long-standing concerns with school drop-off operations at Riverside Elementary School and to improve safety and circulation. Modifications on 5th Avenue SE at both 5th Street SE and 6th Street SE were incorporated into the project, requiring additional coordination with City and school district staff. These changes also necessitated the preparation of new plan sheets and design details to accommodate the revised layout and ensure safe, efficient traffic flow.

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6th Street SW/1st Avenue SW Traffic Signal Modifications-$12,650
60% complete as of December 2025

Signal modifications at the intersection of 6th Street SW and 1st Avenue SW were not included in our original scope, which only anticipated updates at Broadway/6th and up to two RRFBs. The need for these modifications arose from changes to the proposed cross section, specifically the inclusion of a separated multiuse path and bike lane, and the desire to maintain the north roadway right-of-way line. These changes required additional signal design and coordination beyond what was originally planned.

Future Fiber Optic and Security Camera Provisions-$8,000
0% complete as of December 2025

Fiber optic and security camera design were not included in our original scope. As the project evolved, the City identified a need to enhance safety and operations while preserving flexibility for future technology deployment. In response, our scope now encompasses the design of a conduit and underground infrastructure system integrated into the roadway, bridge, traffic signal, and lighting network to enable the future installation of fiber optic cable and security cameras without major reconstruction. The system will include the following:

- Roadway and signal integration: Conduit pathways and handholes connecting traffic signal cabinets at
    - 6th Street SW & 1st Avenue SW
    - 6th Street SW & Broadway Avenue S
    - 6th Street SW & 3rd Avenue SE
- Bridge integration: Conduit, junction boxes, and mounting provisions on the 6th Street Bridge to support future cameras and lighting coordination, including provisions for trail monitoring under the bridge.
- Corridor infrastructure (future fiber readiness): Conduit and handholes along 6th Street SW from 1st Avenue SW to 3rd Avenue SE, with tie-in provisions to:
    - The proposed traffic signal cabinets at 1st Avenue SW, Broadway Avenue S, and 3rd Avenue SE
    - Fire Station 1 (handholes and conduit to project limits for future fiber)
    - Planned fiber infrastructure at the 6th Street BRT Station
- Extended readiness: Underground infrastructure (for future fiber) along 6th Street SW from 3rd Avenue SE to 9th Avenue SE.

This work requires additional coordination, detailing, and integration across disciplines to ensure constructability, maintainability, and compatibility with City standards, work that was not included in the original scope and fee.

Structural Design of the Canopy-$28,650
60% complete as of December 2025

The original bridge concept did not include a canopy. When a canopy was selected as part of the final design, our team was required to perform comprehensive structural analysis and design well beyond the original scope. This included full structural calculations to ensure compliance with applicable building

codes for snow, wind, and other loading conditions, as well as verifying the bridge structure's ability to support the additional loadings from the canopy. Integration of the canopy with the bridge design required detailed coordination and design effort to maintain structural integrity and aesthetic goals.

Site/Landscape/Amenity Design/Art Integration-$65,647
60% complete as of December 2025

While the RFQ required three landscape options and art integration, the extent of design and iteration, particularly on the east side and at Hazama Plaza, has exceeded the original scope. This expanded effort reflects feedback from the public and outcomes from the riverfront visioning exercise completed early in project development, resulting in a greater range of landscape and urban design amenities than initially anticipated. Areas on the east side of the river demand more intensive design work to achieve programmatic functions, site element design, and art integration that resonate with both the client team and community input. This includes thoughtful iteration on planting design and rest areas along 6th Street east and west of the river, which will continue to incorporate community feedback. The Hazama Plaza design aims to function as an interim space while integrating into a future community gateway to the north, with potential for further refinement in streetscape, riverfront, and art based on upcoming engagement activities in October and November. Supporting these enhancements requires additional civil and structural design.

CLOMR-$39,800 and LOMR-$-$10,200
CLOMR 90% Complete as of December 2025, LOMR 0% complete as of December 2025

Based on the prior conceptual designs, which featured pulling back the floodwalls and a bridge with no piers, the RFP and our original scope reasonably assumed that the proposed improvements would not cause a rise in flood elevations. However, hydraulic modeling of the proposed condition showed a small rise, triggering regulatory requirements that could not have been anticipated at the time of contract. As a result, we were required to prepare and submit a Conditional Letter of Map Revision (CLOMR) and, following construction, a Letter of Map Revision (LOMR). This effort includes preparing mapping, forms, and documentation, coordinating with the DNR and FEMA, and addressing review comments.

Task 4 Amendment Request: $204,947

Additional Items Requested after August 29, 2025

Following our original amendment request dated August 29, 2025, the City requested the following additional work.

Additional Value Engineering (VE) Efforts - $15,000
Completed in December 2025

To further identify potential construction cost reductions, the City requested additional value engineering work related to the bridge and riverfront improvements. This involved additional design and cost estimating work, as well as three in-person meetings.

Variance Request - $10,000
Completed in December 2025

To mitigate impacts to the Slatterly Park neighborhood portion of the project, the City requested that we prepare, submit, and present variance applications to allow for a reduced clear zone for the multi-use trail and for raised crosswalks at the 6th St SE/8th Ave SE mini-roundabout.

Additional Hydraulic Modeling - $15,000
Completed in December 2025

Following identification of the need for a CLOMR/LOMR for the project the City requested additional hydraulic modeling to identify ways to further mitigate flood impacts associated with the 100-yr and 200-yr storm events, including a potential flood control berm in Soldiers Field Park.

Flood Control Berm in Soldiers Field Park - $12,500
To be completed when Final Design resumes

The addition of the flood control berm in Soldiers Field Park will require additional final design and plan preparation work to create construction plans and specifications for this work.

Additional Task 4 Amendment Request: $52,500 (when added to reduced original Task 4 request, brings total Task 4 amendment request to $257,447)

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Conclusion-Total Amendment Request

We respectfully request an amendment to the contract in the **revised amount of $981,449**. The final design tasks outlined in this request include estimated, projected hours to complete the remaining work.

Amendment Caveats and Explanatory Notes

- **Scope Limitation:** This amendment covers only scope changes and additional work performed through December 19, 2025. Any work or changes beyond this date are not included and will require separate consideration.
- **Final Design Scope and Bid Alternates:** It is essential that a final design scope of work, including identified bid alternates, be established by the week of January 26, 2026, as previously discussed. This requires that all decisions regarding proposed project improvements be solidified and communicated at that time. Timely definition of these elements is critical to maintaining project momentum and budget alignment.
- **Meeting Frequency:** To improve efficiency, minimize project management and meeting costs, and to meet the proposed design schedule, meetings going forward need to be limited to weekly check-in meetings with the City's Project Manager and monthly Project Management Team (PMT) meetings.
- **Future Amendments Reserved:** Bolton & Menk, Inc. reserves the right to request future amendments, including an additional final design amendment, based on the final project scope and bid alternates as they are defined.
- **Reason for Reduction and Communication Acknowledgement:** The reduction in this amendment request reflects our acknowledgment that communication around out-of-scope work and the need for additional fees could have been handled more effectively. We are making this adjustment because we genuinely value our relationship with the City of Rochester and take pride in contributing to projects within the community we call home, where our office is located and many of our employees live and raise their families.

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If this amendment is acceptable, please secure signatures below. This work would be completed at current hourly rates under tasks already established by the original contract under the terms of the existing agreement between the City of Rochester and Bolton & Menk, Inc.

Please feel free to contact me at (507) 381-7511 or brian.malm@bolton-menk.com if you have any questions or if you require any additional information about this proposal.

Sincerely,
Bolton & Menk, Inc.



Brian P. Malm, P.E.
Principal Engineer

Accepted by the City of Rochester:

_____ _____
Kim Norton, Mayor Date

_____ _____
Ann Kasel, City Clerk Date

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CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Contract Award: Knutson Construction Services for North Broadway Park & Ride - Project No. J2114

MEETING DATE:
February 18, 2026

ORIGINATING DEPT:
Transit & Parking Services

AGENDA SECTION:
Consent Agenda

PRESENTER:
Noloan Schild

Action Requested:

Adopting a Resolution authorizing the award of a contract to Knutson Construction Services Rochester, Inc. in the amount of $9,098,900, for construction of the North Broadway Park & Ride - Project No. J2114 (2025-10), subject to execution of the Infrastructure Investment and Jobs Act (IIJA) funding contract.

Report Narrative:

Following approval on December 1, 2025, to advertise for bids on the construction of the North Broadway Park & Ride, the following bids were received on February 4, 2026:

Knutson Construction Services: $9,098,900
Fowler & Hammer, Inc.: $9,950,000
Brennan Construction: $10,459,000
Benike Construction: $10,560,000

The required Federal Transit Administration (FTA) Independent Cost Estimate was $9,000,000.

This new park and ride facility will be located at 1819 North Broadway Ave, adjacent to the Recreation Center Sports Facility, and will replace the existing North Broadway Park & Ride, located at 37th St NW and N Broadway Ave, which is under lease with MN Theaters 2006 LLC.

The Transit & Parking team recommends the contract be awarded to the apparent lowest responsible bidder, Knutson Construction Services Rochester, Inc., in the amount of $9,098,900.

In order to manage a timely construction schedule, this approval is subject on receiving the IIJA funding contract, which is anticipated to be received no later than April 30. Construction is expected to be substantially complete by the end of 2026.

Priorities & Foundational Principles:

Transformational Capital Projects
Quality Services

Policy Considerations & DEI Impact:

The North Broadway Park & Ride project aligns with the City and Destination Medical Center's Integrated Transit Studies completed in 2018, Rochester Public Transit's (RPT) 2017-2021 Transit Development Plan, and RPT's 2022 (current) Transit Development Plan. The project also aligns with the City's adopted

goal to reduce greenhouse gas emissions by 30% by 2025 and an 80% reduction by 2050.

This project will be subject to both state and federal prevailing wages due to receiving federal and state funding.

Prior Legislative Actions & Community Engagement:

December 1, 2025: Council Meeting - Approval to Advertise for Bids
November 3, 2025: Council Meeting - Approval for receipt of Federal and State grants
April 22, 2024: Council Meeting - Approval of Design and Architect Services
December 2, 2023: Approval of Capital Improvement Plan (CIP) Budget 2024-2029

Fiscal & Resource Impact:

This capital project is funded with $800,000 State Bond Funds, $7,440,000 Federal discretionary funds (requires 20% local match), up to $1,860,000 MN IIJA match funds, which are intended to cover the required 20% match, and $1,940,000 in 2013 Sales Tax funds, consistent with the 2025 CIP.

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:

Mona Hoeft

Attachments:

Contract - Knutson Construction - North Broadway Park and Ride

Resolution - North Broadway Park & Ride - Project No. J2114

DRAFT AIA® Document A101® – 2017

Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year « »
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

« The City of Rochester »«Department of Transit & Parking »
« 4300 East River Road NE »
« Rochester, MN 55906»

and the Contractor:
(Name, legal status, address and other information)

«Knutson Construction »« »
«5989 Bandel Rd NW»
«Rochester, MN 55901»
« »

for the following Project:
(Name, location and detailed description)

« North Broadway Park & Ride)»
« *street address* »
« Rochester, MN 55901 »

The Architect:
(Name, legal status, address and other information)

« Neumann Monson Architects»« »
« 221 East College Street, Suite 303Iowa City, IA 52240 »

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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

The parties should complete A101®–2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201®–2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

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User Notes: (896758353)

TABLE OF ARTICLES

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EXHIBIT A INSURANCE AND BONDS

ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be:
(Check one of the following boxes.)

[« »] The date of this Agreement.

[« X »] A date set forth in a notice to proceed issued by the Owner.

[« »] Established as follows:
(Insert a date or a means to determine the date of commencement of the Work.)

« »

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

§ 3.2 The Contract Time shall be measured from the date of commencement of the Work.

§ 3.3 Substantial Completion

§ 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:
(Check one of the following boxes and complete the necessary information.)

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

[« X »] By the following date: « December 31, 2026 »

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

Portion of Work	Substantial Completion Date

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be «nine million, ninety-eight thousand, nine hundred dollars» ($ «9,098,900.00 »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

Item	Price
N/A	

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

Item	Price	Conditions for Acceptance
N/A		

§ 4.3 Allowances, if any, included in the Contract Sum:
(Identify each allowance.)

Item	Price

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

Item	Units and Limitations	Price per Unit ($0.00)
Removal of Contaminated Soils	Cubic Yard	$80.00
Structural Fill	Cubic Yard	$22.00
Pavement Fill	Cubic Yard	$32.00

§ 4.5 Liquidated damages, if any:
(Insert terms and conditions for liquidated damages, if any.)

« N/A »

§ 4.6 Other:
(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

« N/A »

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ARTICLE 5 PAYMENTS

§ 5.1 Progress Payments

§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« N/A »

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the « » day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than « » (« ») days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:

- **.1** That portion of the Contract Sum properly allocable to completed Work;
- **.2** That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
- **.3** That portion of Construction Change Directives that the Architect determines, in the Architect's professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:

- **.1** The aggregate of any amounts previously paid by the Owner;
- **.2** The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
- **.3** Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
- **.4** For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
- **.5** Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage

§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:
(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

« »

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§ 5.1.7.1.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

« N/A »

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

« N/A »

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

« »

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

.1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and

.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect's final Certificate for Payment, or as follows:

« N/A »

§ 5.3 Interest

Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

« » % « »

ARTICLE 6 DISPUTE RESOLUTION

§ 6.1 Initial Decision Maker

The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)

« »
« »
« »

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« »

§ 6.2 Binding Dispute Resolution

For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:
(Check the appropriate box.)

[« »] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[« »] Litigation in a court of competent jurisdiction

[« X »] Other *(Specify)*

« Legal Proceedings pursuant to Section 15.4 of AIA Document A201-2017 »

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner's convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:
(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner's convenience.)

« »

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner's representative:
(Name, address, email address, and other information)

« »
« »
« »
« »
« »
« »

§ 8.3 The Contractor's representative:
(Name, address, email address, and other information)

« »
« »
« »
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« »
« »

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§ 8.4 Neither the Owner's nor the Contractor's representative shall be changed without ten days' prior notice to the other party.

§ 8.5 Insurance and Bonds

§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.7 Other provisions:

« N/A »

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

.1 AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor

.2 AIA Document A101™–2017, Exhibit A, Insurance and Bonds

.3 AIA Document A201™–2017, General Conditions of the Contract for Construction

« »

.5 Drawings

Title		Date
Bid Documents		12.05.2025

.6 Specifications

Title		Date
Project Manual		12.05.2025

.7 Addenda, if any:

Number		Date
Addendum No. 1		
Addendum No. 2		
Addendum No. 3		
Addendum No. 4		
Addendum No. 5		
Addendum No. 6		

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.8 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)

[« »] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

« »

[« »] The Sustainability Plan:

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Title	Date	Pages

[« X »] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

.9 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor's bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

« »

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

OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
« »« »	« »« »
(Printed name and title)	*(Printed name and title)*

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RESOLUTION

Awarding Contract: Knutson Construction Services for North Broadway Park & Ride - Project No. J2114

WHEREAS, pursuant to an advertisement for bids for the North Broadway Park & Ride, the following bids were received complying with the advertisement:

Knutson Construction Services: $9,098,900
Fowler & Hammer, Inc.: $9,950,000
Brennan Construction: $10,459,000
Benike Construction: $10,560,000

WHEREAS, it appears that Knutson Construction Services Rochester, Inc. is the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Rochester to award a contract to Knutson Construction Services of Rochester, Inc. for the construction of the North Broadway Park & Ride in the amount of $9,098,900.

BE IT FURTHER RESOLVED that the City Clerk is directed to return to all bidders the deposits made with their bids, except the deposits of the successful bidder and the next lowest bidder, which shall be retained until the contract has been executed.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF

ROCHESTER, MINNESOTA, THIS_____DAY OF_____, 2026.

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS_____DAY OF_____, 2026.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

REQUEST FOR ACTION

Pedestrian Facilities Agreement & Temporary Construction Easement - Rochester Plumbers and Fitters Building Corporation

MEETING DATE:
February 18, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:
Authorizing a pedestrian facilities agreement and temporary construction easement with Rochester Plumbers and Fitters Building Corporation to ensure the installation of pedestrian facilities along the entire frontage of its property abutting 32nd Ave NW right-of-way.

Report Narrative:
Rochester Plumbers and Fitters Building Corporation is the Owner of the real property described as Lot 2, Block 2, Hendricks Subdivision, Olmsted County, Minnesota. The Owner has acknowledged the obligation to provide pedestrian facilities along the entire frontage of its property along 32nd Ave NW. At this time, it is not feasible to construct a sidewalk along the street frontage as there is no sidewalk constructed along this roadway, and the roadway is not constructed to City standards, including curb and gutter. The Owner and City teammates agree that the execution of a pedestrian facilities agreement and temporary construction easement in lieu of constructing the required facilities at this time is to the collective benefit of the Owner, the City, and abutting property owners. An agreement has been drafted by the City and executed by the Owner.

Priorities & Foundational Principles:
Inclusive Growth Management
Public Safety

Policy Considerations & DEI Impact:
Sidewalks are required along all public road frontages under the City's jurisdiction. If sidewalks are not constructed, the Unified Development Code requires that if pedestrian facilities are going to be constructed at a later time, an agreement with the owner may be executed to address the obligation for future payment for the construction of pedestrian facilities.

Prior Legislative Actions & Community Engagement:
No prior legislative actions and community engagement.

Fiscal & Resource Impact:
Public Works collects a document preparation and recording fee of $146 for the preparation and recording of the subject pedestrian facilities agreement.

Alternative Action(s):
No alternative actions are suggested at this time.

Prepared By:
Jamie Miller

Attachments:
Pedestrian Facilities Agreement - Rochester Plumbers and Fitters Building Corporation

PEDESTRIAN FACILITIES AGREEMENT & TEMPORARY CONSTRUCTION EASEMENT

THIS AGREEMENT, made as of this 14th day of January, 2026, by and between **Rochester Plumbers and Fitters Building Corporation**, a Minnesota corporation, hereinafter referred to as "Owner," and the **City of Rochester**, a Minnesota municipal corporation, hereinafter referred to as "City."

WHEREAS, the Owner owns real property described as:

Lot 2, Block 2, Hendricks Subdivision, Olmsted County, Minnesota.

hereinafter referred to as the "Property";

WHEREAS, Owner is obligated by City Ordinance to provide pedestrian facilities along the public road frontage of the Property; and,

WHEREAS, there are practical difficulties that impact the immediate construction of pedestrian facilities along the entire frontage of the Property abutting 32nd Avenue NW; and,

WHEREAS, Owner has requested that the City prepare a Pedestrian Facilities Agreement to memorialize how it will address its obligations in the future, in lieu of constructing all of the required pedestrian facilities concurrent with further development of the Property associated with Site Development Application #CD2025-046SDP; and,

WHEREAS, the execution of a Pedestrian Facilities Agreement will be to the mutual benefit of the Owner, adjoining property owners, and the City,

NOW, THEREFORE, in consideration of the mutual benefits to the parties set forth herein, and other good and valuable consideration, the adequacy of which is hereby acknowledged, Owner and City agree as follows:

I. OWNER'S OBLIGATIONS FOR FUTURE CONSTRUCTION OF PEDESTRIAN FACILITIES ALONG 32ND AVENUE NW

1. The Owner agrees that the following pedestrian facilities for the Property, including pedestrian facilities through the drive approaches serving the Property, cannot practically be constructed at the present time:

   A five (5) foot wide concrete sidewalk along the frontage of the Property abutting 32nd Avenue NW, hereinafter referred to as the "Required Pedestrian Facilities."

2. The City shall have sole discretion to determine when the Required Pedestrian Facilities will be constructed; however, it is generally understood that construction will likely take place as part of a larger City project for the construction of pedestrian facilities along said frontages in the vicinity of the Property.

3. When said improvements are required, the City or its agent shall construct the Required Pedestrian Facilities.

4. Owner shall pay the City all associated costs related to construction of the Required Pedestrian Facilities, including all administrative costs incurred by the City.

5. The City shall collect the above-stated associated costs through certification with Olmsted County for collection with the property taxes for the Property. The amount to be collected will include interest at the standard assessment interest rate in place at the time of certification. Owner hereby waives its right to notice of hearing, and a hearing, as may be provided in Minnesota Statutes, and further waives all rights to contest or file an appeal of the charges in a court of law.

6. The method used to calculate the Owner's obligations related to the construction of Required Pedestrian Facilities constructed by the City or its agent under the terms of this Agreement will be equitable to the method used by the City to calculate the obligations for other properties being assessed and/or charged for frontages of the same improvement project.

7. The terms for collection, including the duration (number of years) that the obligation will be collected over will be the same as for other properties being assessed and/or charged for frontages of the same improvement project.

8. If the Property is under multiple ownerships at the time the Required Pedestrian Facilities are constructed and/or certified for collection, the total obligations will be reapportioned among the owners based on an actual frontage basis for each parcel, or alternatively by other apportionment mutually agreed to in writing by all of the individual owners.

9. Owner hereby grants to the City a temporary construction easement, hereinafter referred to as the "Temporary Easement," for the construction of the pedestrian facilities within the rights-of-way along the frontages of the Property; the Temporary Easement being legally described as follows:

   A five-foot wide easement over and across the westerly five feet of the Property located parallel and adjacent to the east right-of way line of 32nd Avenue NW.

   The Temporary Easement shall expire upon completion of the project without any other action from either party.

10. Owner agrees to pay $146.00 for recording and preparation of this document by the City.

II. CITY'S OBLIGATIONS

1. The City shall waive the requirement for Owner to immediately construct the Required Pedestrian Facilities described herein, subject to the provisions of this Agreement and compliance with all other applicable City Codes, Ordinance provisions, and any other separate Agreements between the City and the Owner which pertain to the Property.

III. GENERAL CONDITIONS

1. This Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by all parties.

2. This Agreement constitutes the entire agreement between the parties pertaining to pedestrian facilities required along the public road frontage of the Property.

3. The obligations set forth in this document run with the land and apply to the Owner, its heirs, successors, or assigns.

4. This Agreement will survive closing.

5. Owner and the City are subject to other regulations, ordinances, and policies in effect including, but not limited to zoning ordinances, grading ordinances, drainage policies, building code requirements, substandard street charges, and parkland dedication policies.

6. By executing this Agreement, Owner acknowledge that it: (a) entered into and executed this Agreement knowingly, voluntarily, and willingly of its own volition with such consultation with legal counsel as it deemed appropriate; (b) has had a sufficient amount of time to consider this Agreement's terms and conditions, and to consult an attorney before signing this Agreement; (c) has read this Agreement, and understands all of its terms, appreciates the significance of those terms and has made the decision to accept them as stated herein; and (d) has not relied upon any representation or statement not set forth herein. Owner and City wish to avoid any development or administrative delays associated with a legal challenge to any of the terms of this Agreement. As such, Owner and City agree that they will not challenge the legality of any term or condition found within this Agreement and specifically waives any and all legal objections they may have to any such term or condition. Notwithstanding any provision in this Agreement to the contrary, this clause will survive the termination or expiration of this Agreement.

7. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions will not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular term or provision held to be invalid.

8. This Agreement is subject to the approval of the Rochester City Council.

(The remainder of this page has been left blank intentionally)

IN WITNESS WHEREOF, the parties set their hands and seals as of the date and year first above below.

City of Rochester, a Minnesota
municipal corporation

By: _____ Date: _____
Kim Norton, Mayor

Attest: _____ Date: _____
Ann Kasel, City Clerk
Olmsted County, Minnesota, ex officio notary public
My term is indeterminate
See Minn. Stat. § 358.15(a)(2)

(The remainder of this page has intentionally been left blank.)

Rochester Plumbers and Fitters Building Corporation,
a Minnesota corporation

By: _____

Its: Business Manager/FST Local 6 Plumbers & Pipefitters

STATE OF Minnesota)
) SS
COUNTY OF Wabasha)

On this 14 day of January, 2026, before me, a notary public within and for said county, personally appeared Jeremy Andrist, the Business Mgr/FST of **Rochester Plumbers and Fitters Building Corporation,** a Minnesota corporation, and who is personally known to me to be the person who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed on behalf of the corporation.

MICHAELA ANN ROLLINGER
Notary Public
Minnesota
My Commission Expires
Jan 31, 2028

_____
Notary Public

THIS INSTRUMENT DRAFTED BY
Rochester Public Works Department
4001 West River Parkway NW, Suite 100
Rochester, Minnesota 55901

ACKNOWLEDGEMENT OF CORPORATION

AUTHORIZATION SIGNATURE

STATE OF Minnesota

COUNTY OF Wabasha

On this 14 day of January, 2026, before me appeared Jeremy Andrist, to me personally known, who being
(Name of Officer)

by me duly sworn, did say that they are the Business Mgr / FST of Local 6 Rochester Plumbers + Fitters, 1928 32nd Ave NW,
(Name of Corporation) (Address)

Rochester, MN, 55901, a corporation; and that said
(City & State) (Zip Code)

instrument was executed on behalf of said corporation by authority of its Board of Directors; and that said Jeremy Andrist acknowledged execution
(Name of Officer)

of said instrument to be the free act and deed of said corporation.

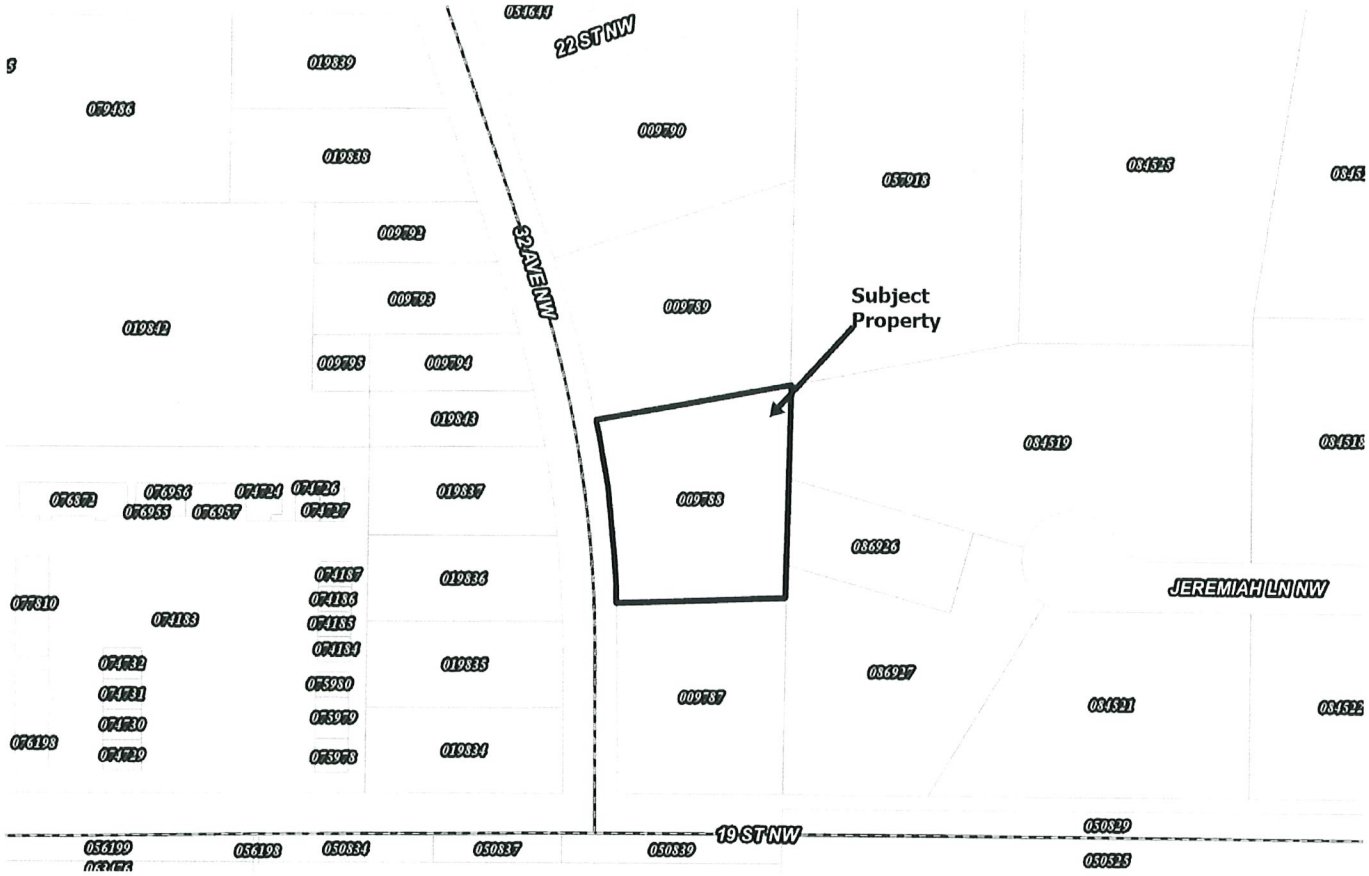
MICHAELA ANN ROLLINGER
Notary Public
Minnesota
My Commission Expires
Jan 31, 2028

Michaela Rollinger
Notary Public

County: Wabasha

My Commission Expires: Jan 31, 2028

Exhibit of Property



CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

2nd St SE and 16th Ave SE Sanitary Sewer Maintenance Project - Project No. J7838

MEETING DATE:
February 18, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:

1. Adopting a Resolution ordering the preparation of a Feasibility Report for 2nd St SE and 16th Ave SE Sanitary Sewer Maintenance Project - Project No. J7838 and;
2. Adopting a Resolution accepting the Feasibility Report and calling for public improvement hearing on April 6, 2026 for 2nd St SE and 16th Ave SE Sanitary Sewer Maintenance Project - Project No. J7838 and;
3. Adopting a Resolution setting an assessment hearing on April 6, 2026, for the 2nd St SE and 16th Ave SE Sanitary Sewer Maintenance Project - Project No. J7838.

Report Narrative:

The goal of this project is to proactively replace the sewer line that serves Olmsted Community Hospital, under 2nd St SE near 16th Ave SE, from manhole 50/0323 to manhole 50/0291. Inspections have shown that this line is deteriorating and, without correction, will risk collapse. In order to avoid the risk of a sewer backup into the hospital, this project must be completed in a timely manner.

In addition, the project includes street and utility improvements along 2nd St SE from 15th Ave SE to the eastern cul-de-sac, and along 16th Ave SE from 4th St SE to 2nd St SE. Both streets will be reconstructed with new concrete curb and gutter, with 2nd St SE as a 32-foot-wide roadway and 16th Ave SE as a 28-foot-wide roadway. The storm sewer will be upsized to accommodate the 30-inch pipe installed during the 4th St & 19th Ave Roundabout project, and additional catch basins will be added to meet City standards. The watermain (installed in 1927) and sanitary sewer (installed in 1946) will also be reconstructed to meet current City material and sizing requirements.

A portion (25%) of the qualifying street reconstruction items of this project should be paid from assessment charges to abutting property owners. A preliminary assessment role has been prepared and is Exhibit 5 in the attached Feasibility Report. The use of special assessments requires the City to follow MN Statutes Chapter 429, with the first action being the acceptance of the attached feasibility report and scheduling of the Project Hearing and Assessment Hearing on April 6, 2026.

Estimated Total Project Funding = $2,652,365

Estimated Project Costs to be Assessed
Total estimated project costs to be assessed = $265,411.11

Project Cost Distribution

25% of the qualifying street reconstruction items of this project should be paid from assessment charges to abutting property owners.

Priorities & Foundational Principles:

Fiscal Responsibility & Sustainability
Public Safety

Policy Considerations & DEI Impact:

This project aligns with the Council's Strategic Priority of Delivering Quality Services by proactively addressing a critical sanitary sewer segment serving Olmsted Community Hospital, thereby preventing potential service disruptions to a vital healthcare facility. It supports long-term infrastructure reliability through planned maintenance, as guided by the Sanitary Sewer Master Plan, and ensures compliance with current City standards. By prioritizing essential public infrastructure in areas serving vulnerable populations, the project advances equity in service delivery and reflects the City's ongoing commitment to DEI principles in infrastructure planning and investment.

The Council adopted an updated Assessment Policy in 2022, and this project is being prepared in accordance with that policy. Eligible costs to be assessed include all of the work to reconstruct the street, excluding the utility replacements. A portion (25%) of the street reconstruction costs is shared proportionately amongst the neighboring properties (based on estimated market value), and the remaining street items (75%) are funded with other City sources. Water services that are being replaced will be accessed to the property owner at the rate established in the City Fee Schedule.

Prior Legislative Actions & Community Engagement:

September 22, 2025: Council Meeting - Contract with WHKS for Design of the 2026 2 St SE and 16 Ave SE Sanitary Sewer Maintenance Project - Project No. J7838

Fiscal & Resource Impact:

The project was in the 2022-2027 Sewer and Water Capital Improvement Plan (CIP) as Map No. 5 and is funded by the Sewer Utility.

The attached Feasibility Report outlines the proposed scope of work, including the various funding sources and uses. The estimated project cost is $2,652,365, with an estimated $265,441.11 being assessed to abutting parcels. The following are the estimated project costs for this project:

Funding Sources	**Amount**
Water Utility	$ 584,704.41
Sanitary Utility	$ 549,198.44
Street Reconstruction (J2200)	$ 289,666.34
Storm Utility	$ 828,823.46
Parks Share	$ 134,531.25
Assessments	$ 265,441.11
Estimated Total Project Funding	$ 2,652,365

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:
Carson Johnson

Attachments:

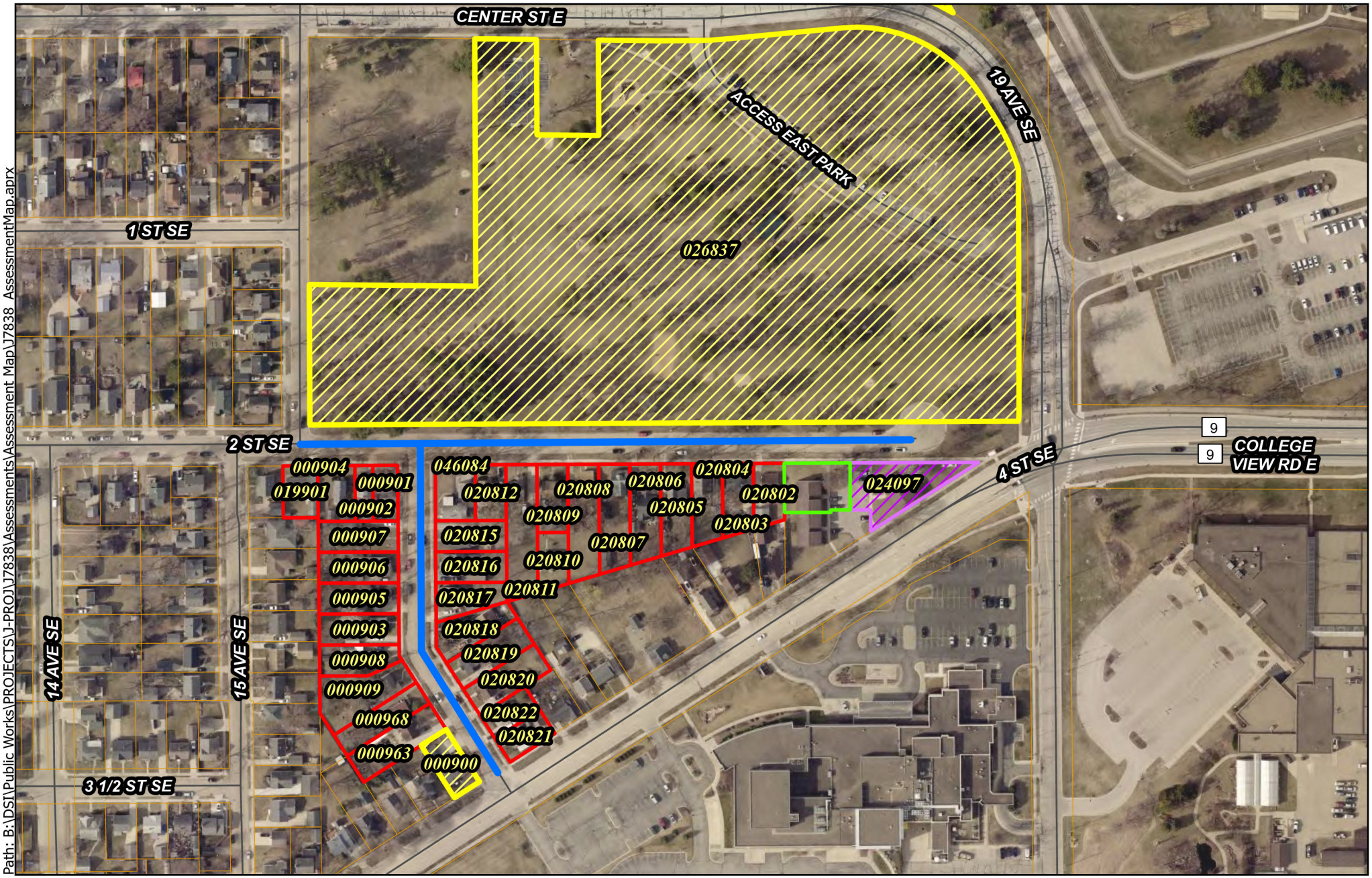
Map - J7838 Assessments

Feasibility Report - 2 St SE and 16 Ave SE Sanitary Sewer Maintenance Project - Project No. J7838

Resolution - Ordering Preparation of Feasibility Report - 2 St SE and 16 Ave SE Sanitary Sewer Maintenance Project - Project No. J7838

Resolution - Adopt Feasibility Report and Set Public Hearing - 2 St SE and 16 Ave SE Sanitary Sewer Maintenance Project - Project No. J7838

Resolution - Hearing on Proposed Assessments - 2 St SE and 16 Ave SE Sanitary Sewer Maintenance Project - Project No. J7838



N

0 125 250

Feet

CITY OF ROCHESTER MINNESOTA

City Of Rochester, MN
Project No. J7838

Map Created On 1/27/2026

- Parcel Boundary
- J7838 Parcel project assessment and water service
- J7838 Parcel water service only
- J7838 Parcel excluded
- J7838 Parcel project assessment only
- Project Location

Data contained has not been field verified and should be used as reference only. It is the user's responsibility for field verifying elevations, locations, dimensions, etc. to conduct detailed design.

The City of Rochester specifically disclaims all warranties, express or implied, including but not limited to implied warranties of fitness for a particular purpose, with respect to the information contained on this map. The City of Rochester shall have no liability with respect to any loss or damage directly or indirectly arising out of the use of th

EXHIBIT 1

REPORT ON THE FEASIBILITY OF A PROPOSED LOCAL IMPROVEMENT PROJECT FOR: 2 ST SE AND 16 AVE SE SANITARY SEWER MAINTENANCE PROJECT

FEBRUARY 18, 2026

Honorable Mayor and Common Council

City of Rochester, Minnesota

A resolution proposing the following project:

2 St SE and 16 Ave SE Sanitary Sewer Maintenance Project

FEASIBILITY REPORT

The project will reconstruct approximately 1100 feet of 2nd Street SE and 550 feet 16th Avenue SE, for a total project length of 1650 feet (0.31 miles). The project was included in the City's 2022-2027 Sewer and Water Capital Improvement Plan (CIP) for sewer replacement. The costs of this project should be paid by Sewer Utility Funds, Water Utility funds, Stormwater Utility funds, Street Rehabilitation funds, Park Department, and Special Assessment charges to abutting property owners.

We report that the project is feasible, necessary, and cost-effective, and it is recommended for construction.

INTRODUCTION

This Feasibility Report considers street and utility reconstruction on 2nd Street SE from 15th Avenue easterly to the cul-de-sac, and 16th Avenue SE from 2nd Street to 4th Street SE. A project location map is provided as Exhibit 1 in the Appendix.

The objectives of this Feasibility Report are to:

1. Assess the need for the project
2. Define the necessary improvements
3. Provide information on the estimated cost for the proposed project
4. Determine the project schedule
5. Determine the feasibility of the proposed project

The proposed project is driven by the aging underground sanitary sewer that was identified as deficient and in need of replacement. The project would consist of a full roadway reconstruction of 2nd Street SE from 15th Avenue SE easterly to the cul-de-sac, and 16th Avenue SE from 2nd Street to 4th Street SE, including new bituminous pavement and concrete curb and gutter, aggregate base, and drain tile will be installed at localized areas near catch basins. The project will replace aging public utilities (watermain, sanitary sewer and storm sewer). Additionally, it will replace all pedestrian curb ramps at the intersection of 2nd Street and 15th Avenue SE, and at the intersection of 2nd Street and 16th Avenue SE intersection, that currently do not meet ADA standards.

The Park Department has requested that sidewalk be constructed on the north side of 2nd Street from 15th Avenue easterly to the cul-de-sac. The Park Department will pay for the sidewalk. Pedestrian curb ramps

will be installed at the NE corner of 2nd Street and 15th Avenue SE, and on the north side of 2nd Street at the 16th Avenue intersection, to provide connectivity with the existing sidewalks and proposed sidewalk.

PROPOSED IMPROVEMENTS

I. Street Reconstruction

A. Existing Typical Section

2nd Street SE is within a platted right-of-way of 66 feet and has an existing street width of approximately 32 feet. The street consists of two lanes of travel with parking on both sides, grass boulevards, and sidewalk on the south side. The street has no concrete curb & gutter.

16th Avenue is within a platted right-of-way of 60 feet and has an existing street of approximately 28 feet. The street consists of two lanes of travel with parking on both sides, grass boulevards and sidewalks. The street has no concrete curb & gutter.

B. Proposed Typical Section

The proposed street on 2nd Street SE is a 32 foot roadway in accordance with City of Rochester Standard Detail Plate 3-01, Sheet 11 of 13. The new pavement section will consist of 4 inches of bituminous pavement over a minimum of 12 inches of aggregate base.

The proposed street on 16th Avenue SE is a 28 foot roadway in Accordance with City of Rochester Detail Plate 3-01, Sheet 10 of 13. The new pavement will consist of 4 inches bituminous pavement over a minimum of 12" of aggregate base.

Sidewalk will be constructed on the north side of 2nd Street.

The existing sidewalk will not be reconstructed with this project. Pedestrian ramps will be updated to meet current ADA standards at pedestrian crossings on 2nd Street SE and 16th Avenue SE as part of this project.

Existing and proposed typical sections are provided as Exhibit 2 in the Appendix of this Report.

II. Sanitary Sewer Improvements

The existing sanitary sewer consists of 8-inch vitrified clay pipe (VCP) pipe that was installed pre-1946. The sanitary sewer was televised and the condition of the sanitary sewer pipe was reviewed by the sewer crew. The televising revealed the existing sanitary pipes were in poor condition and needed to be replaced. The project was placed on the Sewer and Water CIP for replacement of the sanitary pipe and manholes.

III. Watermain Improvements

Watermain improvements will consist of the removal of the existing 6-inch cast iron watermain, originally installed around 1925. A new 8-inch diameter ductile iron watermain will be installed along the length of the project. New hydrants and valves will also be installed within the project limits.

IV. Storm Sewer and Surface Drainage Improvements

The existing storm sewer is reinforced concrete pipe that was installed in the 1940s and 1950s,

which exceeds the anticipated life cycle of reinforced concrete pipe. The existing roadway surface has little to no longitudinal grade resulting in a surface condition that could lead to localized street flooding. The reconstruction of the street will improve surface drainage and replace existing storm sewer.

V. Sewer and Water Service Connections

A. Existing sewer service connections will be reconstructed from the new sanitary sewer to the boulevard.

B. Existing water service connections will be reconnected to the new watermain. Services with inoperable curb stops, and lead or galvanized water service lines will be replaced.

VI. Private Utilities

A. An existing gas main in the south boulevard of 2nd Street could potentially be in conflict with the proposed storm sewer. Relocation of gas main may be required.

B. Existing power poles could potentially be in conflict with replacement of non-compliant pedestrian ramps and proposed new pedestrian ramps. Relocation of the poles may be required.

C. Lumen has vaults and ducts in the south parking lane of 2nd Street. If Lumen's utilities cannot be relocated, it will impact the design layout of the sanitary sewer, watermain and storm sewer.

D. There are no other known utility conflicts.

ENGINEER'S OPINION OF PROBABLE COST

The estimated costs for 2nd Street SE Reconstruction improvements are detailed below. The estimated project costs include a 10 percent construction cost contingency and a 15 percent allowance for indirect costs such as engineering, administrative, and legal items as well as capitalized interest.

Proposed Improvements	Estimated Cost
Street & Traffic Improvements	$ 890,232.00
Storm Sewer	$ 451,450.00
Watermain	$ 364,900.00
Sanitary Sewer	$ 266,750.00
Pedestrian Facilities Improvements	$ 148,560.00
Construction Contingency (10%)	$ 212,189.00
Indirect Costs (Engineering, administrative, legal, etc.) (15%)	$ 318,283,80
Total Project Cost	$2,652,365.00

A detailed construction cost estimate is included as Exhibit 3.

METHOD OF FINANCING

The 2nd Street SE and 16th Avenue SE Reconstruction improvements are proposed to be financed through a combination of Street Rehabilitation funds, Water Utility funds, Sewer Utility funds, Storm Water Utility funds, Park Department funds, and Assessment charges to abutting property owners. The following is a summary of the estimated funding amounts from each of the proposed financing sources:

Funding Source	Amount
Street Rehabilitation (2200)	$ 289,666.34
Assessments	$ 265,441.11
Water Utility	$ 584,704.41
Sewer Utility	$ 549,198.44
Storm Utility	$ 828,823.46
Park Department – sidewalk	$ 134,531.25
Estimated Total Project Funding	$2,652,365.00

ASSESSMENTS

Pursuant to City Policy, the costs to reconstruct 2nd Street and 16th Avenue SE associated with the project may be assessed to abutting property owners. The assessment rate for any special assessment is computed by distributing 25% of the eligible construction items across the parcels on the project based on the Olmsted County Assessor's Estimated Market Value Total (EMV Total) percentage share.

Assessment Rates	Total Cost
25% Eligible Street Reconstruction Items	$203,120.94
Water Service Replacements	$ 62,320.17
Total Assessments	$265,441.11

Note:

1. A water service replacement cost will be assessed against each of thirty-three (33) properties connected to the watermain, at the 2026 Water Service Replacement fee of $1,888.49. If during construction, it is discovered that a water service has an operable curb stop and is not lead or galvanized, the water service will not be replaced. It will be reconnected to the new watermain. RPU water shall pay for the cost of the reconnection. The property will have the water service replacement assessment removed prior to the certification of the assessment roll.

2. MLK Park's water service was installed in 2020. The service will be reconnected to the new watermain. There is no water service replacement assessment for MLK Park.

3. Sewer service replacement will be a Sewer Utility cost. No properties will be assessed for the cost of a sanitary sewer service replacement.

Assessment Period:
All special assessments are to be levied for a period of ten years with interest charged at a rate of 5% annually on the unpaid balance, or they may be paid in full when levied.

PROJECT SCHEDULE

If the Common Council chooses to accept this report and proceed with the improvements, we recommend that the following project schedule be followed:

Council Receives/Adopts Feasibility Report and Adopts Resolution for Project Hearing and Assessment Hearing, and orders the preparation of Assessment Roll	February 18, 2026
Project Hearing, Order Project to be made, and Assessment Hearing, adopt the resolution levying proposed assessments	April 6, 2026
Advertise for Bids	April 6, 2026
Bid Opening	May 4, 2026
City Council Awards Construction Contract	May 18, 2026
Start Construction	June 2026
Construction Complete	Fall 2026

SUMMARY AND RECOMMENDATIONS

Based upon the analysis completed as part of this Feasibility Report, the 2nd Street SE and 16th Avenue SE reconstruction improvements are feasible, necessary, and cost effective. We recommend the following City Council Action on February 18, 2026:

A. Adopt this Feasibility Report.

B. Order the Preparation of the Assessment Roll.

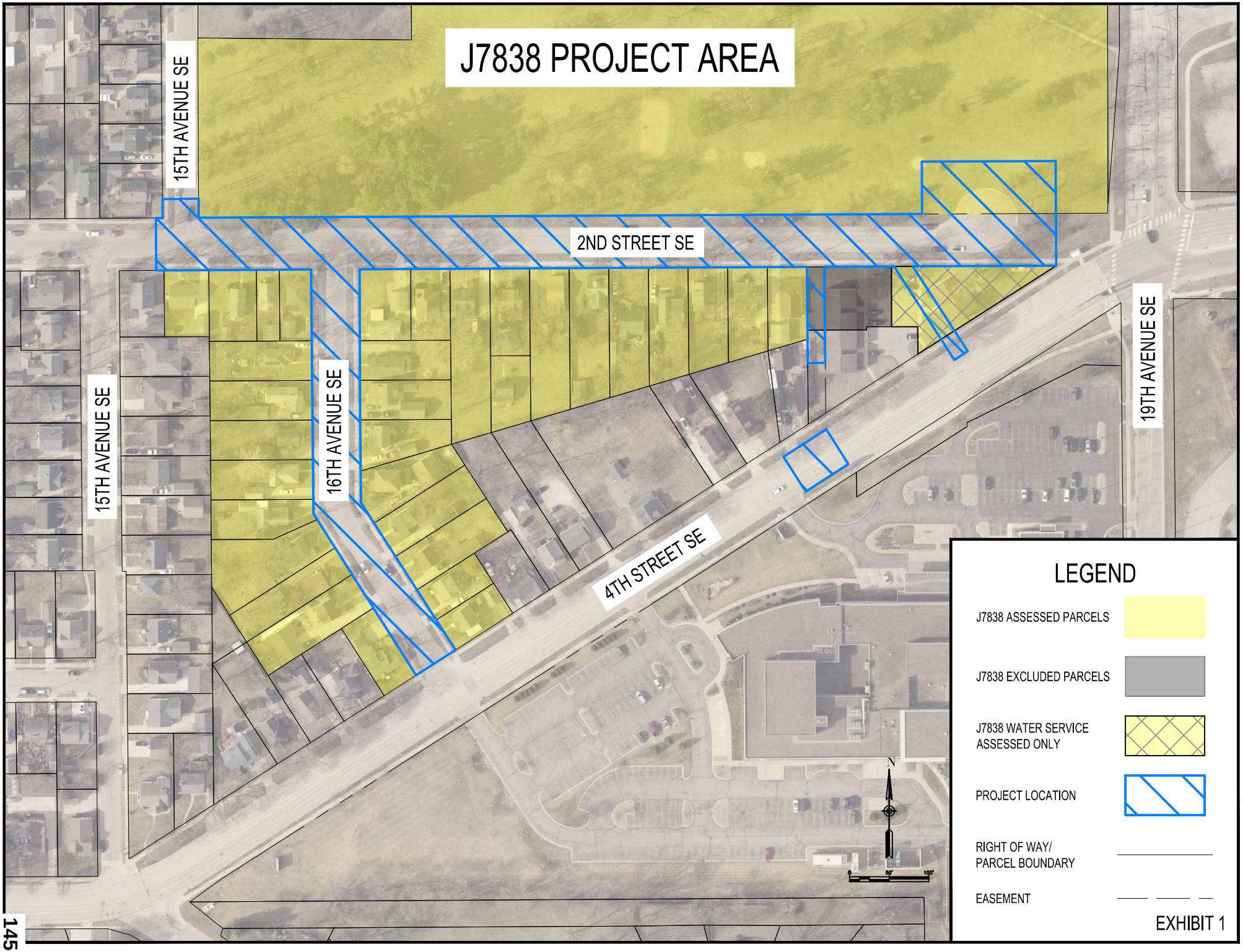
C. Adopt a Resolution for a Public Hearing to be conducted on April 6, 2026.

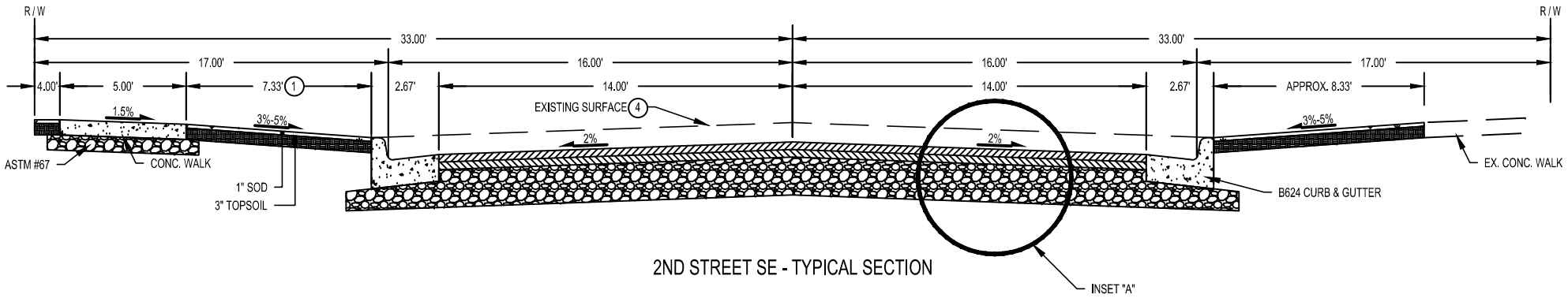
D. Adopt a Resolution for an Assessment Hearing to be conducted on April 6, 2026.

Submitted for your consideration:

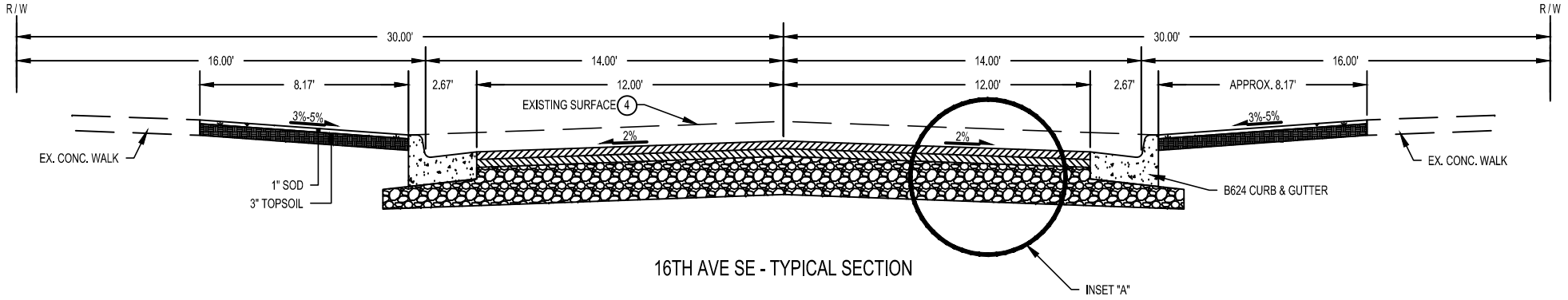


Dillon Dombrovski, PE
City Engineer

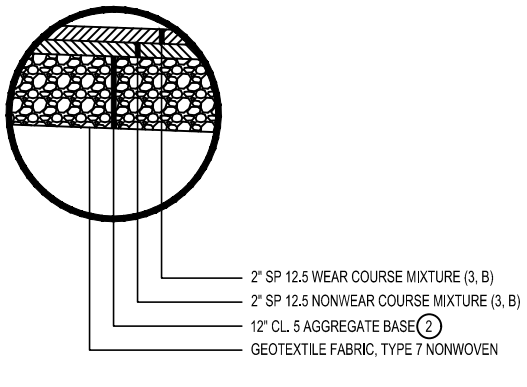

J7838 PROJECT AREA
15TH AVENUE SE
2ND STREET SE
15TH AVENUE SE
16TH AVENUE SE
19TH AVENUE SE
4TH STREET SE
LEGEND
J7838 ASSESSED PARCELS
J7838 EXCLUDED PARCELS
J7838 WATER SERVICE ASSESSED ONLY
PROJECT LOCATION
RIGHT OF WAY/ PARCEL BOUNDARY
EASEMENT
EXHIBIT 1



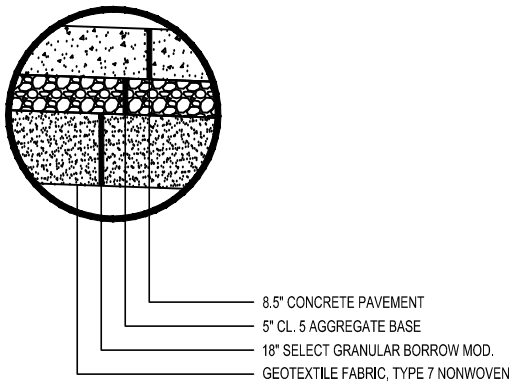
2ND STREET SE - TYPICAL SECTION



16TH AVE SE - TYPICAL SECTION



INSET "A"



INSET "B" (3)

NOTES:

1. BOULEVARD WIDTH MAY VARY IN PARK AREA.
2. PENDING FINAL RECOMMENDATIONS FROM GEOTECHNICAL ENGINEER.
3. INSET "B" SHOWS THE AS-BUILT TYPICAL SECTION FOR 4TH STREET SE. EACH LAYER OF THE CONCRETE SECTION SHALL BE THE GREATER THICKNESS OF THE IN-PLACE CONDITIONS AND THE AS-BUILT TYPICAL SECTION.
4. EXISTING TYPICAL SECTION DOES NOT HAVE CURB AND GUTTER. PAVEMENT THICKNESS AND AGGREGATE BASE SECTION IS UNKNOWN, PENDING BORING RESULTS.

EXHIBIT 2

EXHIBIT 3 - ENGINEERS ESTIMATE

2ND STREET SE FROM 15TH AVENUE SE EASTERLY TO CUL-DE-SAC AND 16TH AVENUE SE FROM 2ND STREET SE TO 4TH STREET SE
PROJECT NO. J7838
FEBRUARY 5, 2026

ITEM NO.	PAY ITEM	QTY	UNIT	UNIT PRICE	TOTAL
	STREET (350)				
1	MOBILIZATION	1	L S	$ 200,000.00	$ 200,000.00
2	CLEARING	5	EACH	$ 1,750.00	$ 8,750.00
3	GRUBBING	6	EACH	$ 750.00	$ 4,500.00
4	SAWING BIT PAVEMENT (FULL DEPTH)	115	L F	$ 5.00	$ 575.00
5	SAWING CONCRETE PAVEMENT (FULL DEPTH)	151	L F	$ 7.00	$ 1,057.00
6	REMOVE CURB & GUTTER	490	L F	$ 10.00	$ 4,900.00
7	REMOVE CONCRETE DRIVEWAY PAVEMENT	130	S Y	$ 12.00	$ 1,560.00
8	REMOVE BITUMINOUS DRIVEWAY PAVEMENT	95	SY	$ 10.00	$ 950.00
9	REMOVE BITUMINOUS PAVEMENT	5980	S Y	$ 5.00	$ 29,900.00
10	REMOVE CONCRETE PAVEMENT	205	S Y	$ 15.00	$ 3,075.00
11	STABILIZING AGGREGATE (CV)	500	C Y	$ 35.00	$ 17,500.00
12	EXCAVATION - COMMON (P)	4280	C Y	$ 25.00	$ 107,000.00
13	AGGREGATE BASE (CV) CLASS 5	2280	C Y	$ 45.00	$ 102,600.00
14	GEOTEXTILE FABRIC TYPE 7	6830	S Y	$ 3.00	$ 20,490.00
15	TYPE SP 9.5 WEARING COURSE MIX (2;B)	645	TONS	$ 115.00	$ 74,175.00
16	TYPE SP 12.5 NON WEAR COURSE MIX (2;B)	645	TONS	$ 110.00	$ 70,950.00
17	CONCRETE PAVEMENT 8.5"	205	S Y	$ 150.00	$ 30,750.00
18	CONCRETE CURB & GUTTER DESIGN B624	3330	L F	$ 30.00	$ 99,900.00
19	6" CONCRETE DRIVEWAY PAVEMENT	400	S Y	$ 90.00	$ 36,000.00
20	TRAFFIC CONTROL	1	L S	$ 25,000.00	$ 25,000.00
21	TREE PROTECTION TYPE II	10	EACH	$ 250.00	$ 2,500.00
22	STABILIZED CONSTRUCTION EXIT	4	L S	$ 1,500.00	$ 6,000.00
23	EROSION CONTROL SUPERVISOR	1	L S	$ 2,000.00	$ 2,000.00
24	STORM DRAIN INLET PROTECTION	17	EACH	$ 250.00	$ 4,250.00
25	SEDIMENT CONTROL LOG TYPE WOOD FIBER	2000	L F	$ 4.00	$ 8,000.00
26	COMMON TOPSOIL BORROW	260	C Y	$ 35.00	$ 9,100.00
27	SITE RESTORATION TYPE 3	2550	S Y	$ 5.00	$ 12,750.00
28	FURNISH & INSTALL PERFORATED PVC PIPE	100	L F	$ 25.00	$ 2,500.00
29	SALVAGE SIGN TYPE C	10	EACH	$ 100.00	$ 1,000.00
30	INSTALL SIGN	10	EACH	$ 250.00	$ 2,500.00
				STREET SUBTOTAL:	**$ 890,232.00**
	STORM SEWER (450)				
31	FURNISH & INSTALL 12IN REINFORCED CONCRETE PIPE CLASS 3	200	L F	$ 100.00	$ 20,000.00
32	FURNISH & INSTALL 15IN REINFORCED CONCRETE PIPE CLASS 3	200	L F	$ 120.00	$ 24,000.00
33	FURNISH & INSTALL 18IN REINFORCED CONCRETE PIPE CLASS 3	200	L F	$ 140.00	$ 28,000.00
34	FURNISH & INSTALL 24IN REINFORCED CONCRETE PIPE CLASS 3	200	L F	$ 170.00	$ 34,000.00
34	FURNISH & INSTALL 30IN REINFORCED CONCRETE PIPE CLASS 3	900	L F	$ 200.00	$ 180,000.00
35	FURNISH & INSTALL 36IN REINFORCED CONCRETE PIPE CLASS 3	250	L F	$ 240.00	$ 60,000.00
36	CONSTRUCT STRUCTURE TYPE 1	6	STR	$ 3,500.00	$ 21,000.00
37	CONSTRUCT STRUCTURE TYPE 4 (48IN)	2	STR	$ 5,000.00	$ 10,000.00
38	CONSTRUCT STRUCTURE TYPE 4 (60IN)	3	STR	$ 6,000.00	$ 18,000.00
39	CONSTRUCT STRUCTURE TYPE 4 (72IN)	1	STR	$ 8,000.00	$ 8,000.00
40	CONSTRUCT STRUCTURE TYPE 4 (84IN)	1	STR	$ 10,000.00	$ 10,000.00
41	REMOVE DRAINAGE STRUCTURE	13	EACH	$ 500.00	$ 6,500.00
42	REMOVE PIPE SEWER	1630	L F	$ 15.00	$ 24,450.00
43	CONNECT INTO EXISTING STORM SEWER	2	EACH	$ 1,500.00	$ 3,000.00
44	CONNECT INTO EXISTING STRUCTURE	3	EACH	$ 1,500.00	$ 4,500.00
				STORM SUBTOTAL:	**$ 451,450.00**

EXHIBIT 3 - ENGINEERS ESTIMATE

2ND STREET SE FROM 15TH AVENUE SE EASTERLY TO CUL-DE-SAC AND 16TH AVENUE SE FROM 2ND STREET SE TO 4TH STREET SE
PROJECT NO. J7838
FEBRUARY 5, 2026

ITEM NO.	PAY ITEM	QTY	UNIT	UNIT PRICE	TOTAL
	SANITARY SEWER (250)				
44	RECONNECT EXISTING SANITARY SEWER SERVICE CONNECTIONS	3	EACH	$ 1,000.00	$ 3,000.00
45	RECONSTRUCT EXISTING SANITARY SEWER SERVICE CONNECTIONS	33	EACH	$ 1,500.00	$ 49,500.00
46	FURNISH & INSTALL 4IN POLYSTYRENE INSULATION	100	S F	$ 5.00	$ 500.00
47	FURNISH & INSTALL 6IN ALTERNATE PIPE SEWER	150	L F	$ 100.00	$ 15,000.00
48	FURNISH & INSTALL 8IN ALTERNATE PIPE SEWER	1200	L F	$ 100.00	$ 120,000.00
49	CONSTRUCT STRUCTURE TYPE 3 (48IN) 6FT TO 10FT DEEP	5	STR	$ 8,000.00	$ 40,000.00
50	REMOVE PIPE SEWER	1200	L F	$ 10.00	$ 12,000.00
51	ABANDON PIPE SEWER	295	L F	$ 50.00	$ 14,750.00
52	REMOVE MANHOLE	6	EACH	$ 1,000.00	$ 6,000.00
53	CONNECT INTO EXISTING STRUCTURE	2	EACH	$ 1,500.00	$ 3,000.00
54	CONNECT INTO EXISTING SANITARY SEWER	1	EACH	$ 1,500.00	$ 1,500.00
55	ADJUST FRAME CASTING	2	EACH	$ 750.00	$ 1,500.00
			SANITARY SUBTOTAL:		**$ 266,750.00**
	WATERMAIN (150)				
56	TEMPORARY WATER SERVICE	1	L S	$ 25,000.00	$ 25,000.00
57	RECONNECT EXISTING WATER SERVICE CONNECTIONS	3	EACH	$ 750.00	$ 2,250.00
58	RECONSTRUCT EXISTING WATER SERVICE CONNECTIONS	33	EACH	$ 2,000.00	$ 66,000.00
59	FURNISH & INSTALL 6IN DUCTILE IRON PIPE CLASS 52	40	L F	$ 100.00	$ 4,000.00
60	FURNISH & INSTALL 8IN DUCTILE IRON PIPE CLASS 52	1440	L F	$ 110.00	$ 158,400.00
61	FURNISH & INSTALL 6IN GATE VALVE AND BOX	4	EACH	$ 2,750.00	$ 11,000.00
62	FURNISH & INSTALL 8IN GATE VALVE AND BOX	4	EACH	$ 3,500.00	$ 14,000.00
63	FURNISH & INSTALL HYDRANT	4	EACH	$ 7,500.00	$ 30,000.00
64	FURNISH & INSTALL WATER MAIN FITTINGS	2000	LBS	$ 15.00	$ 30,000.00
65	REMOVE HYDRANT	2	EACH	$ 1,000.00	$ 2,000.00
66	REMOVE EXISTING WATERMAIN	1400	EACH	$ 10.00	$ 14,000.00
67	REMOVE GATE VALVE AND BOX	3	EACH	$ 500.00	$ 1,500.00
68	CONNECT TO EXISTING WATERMAIN	4	EACH	$ 1,500.00	$ 6,000.00
69	ADJUST GATE VALVE BOX	1	EACH	$ 750.00	$ 750.00
			WATERMAIN SUBTOTAL:		**$ 364,900.00**
	PEDESTRIAN FACILITIES (550)				
70	REMOVE CONCRETE SIDEWALK	2020	S F	$ 3.00	$ 6,060.00
71	4" CONCRETE WALK	1970	S F	$ 14.00	$ 27,580.00
72	5" CONCRETE WALK	6500	S F	$ 15.00	$ 97,500.00
73	6" CONCRETE WALK	650	S F	$ 16.00	$ 10,400.00
74	TRUNCATED DOMES	108	S F	$ 65.00	$ 7,020.00
			PEDESTRIAN FACILITIES SUBTOTAL:		**$ 148,560.00**
				CONSTRUCTION SUBTOTAL:	$2,121,892.00
				CONSTRUCTION CONTINGENCIES (10%):	$212,189.20
				INDIRECT COST (ENGINEERING, ADMIN & LEGAL) (15%):	$318,283.80
				ESTIMATED PROJECT TOTAL:	**$2,652,365.00**

PRELIMINARY ESTIMATED ASSESSMENTS BY PROPERTY ADDRESS - J7838

PID	SiteAddrNo	SiteStName	SiteStType	SitePostDir	SiteCity	SiteState	SiteZip5	OwnerName1	OwnerName2	EMVLand	EMVBldg	EMVTotal	OwnUnitNo	Assessable Cost 25% Project Costs	% Assessment to EMV Total	Water Service Assessments	Estimated Assessable Costs
000900	1529	4	ST	SE	ROCHESTER	MN	55904	MOHLKE,EARLYNN J	MOHLKE,KENNETH W	$45,000.00	$173,600.00	$218,600.00		6094.52	0.02787978		6094.52
000901	1512	2	ST	SE	ROCHESTER	MN	55904	HENCKEL,JAMES		$40,000.00	$126,300.00	$166,300.00		4636.41	0.027879796	1888.49	6524.9
000902	1508	2	ST	SE	ROCHESTER	MN	55904	STANGEL,RAY		$40,000.00	$120,200.00	$160,200.00		4466.34	0.027879775	1888.49	6354.83
000903	225	16	AVE	SE	ROCHESTER	MN	55904	SCHULTZ,MARK		$45,000.00	$103,200.00	$148,200.00		4131.78	0.027879757	1888.49	6020.27
000904	1506	2	ST	SE	ROCHESTER	MN	55904	MERKEL,BRANDY L		$45,000.00	$76,400.00	$121,400.00		3384.61	0.027879819	1888.49	5273.1
000905	221	16	AVE	SE	ROCHESTER	MN	55904	POSTIER,JULIE D		$45,000.00	$85,400.00	$130,400.00		3635.52	0.027879755	1888.49	5524.01
000906	215	16	AVE	SE	ROCHESTER	MN	55904	SWITZER,JONATHAN E		$45,000.00	$133,200.00	$178,200.00		4968.18	0.027879798	1888.49	6856.67
000907	211	16	AVE	SE	ROCHESTER	MN	55904	NICHOLSON,CHARLES B	NICHOLSON,NANCY E	$45,000.00	$104,800.00	$149,800.00		4176.39	0.027879773	1888.49	6064.88
000908	229	16	AVE	SE	ROCHESTER	MN	55904	LARSEN,RICHARD W	LARSEN,EILEEN	$45,000.00	$136,100.00	$181,100.00		5049.03	0.02787979	1888.49	6937.52
000909	303	16	AVE	SE	ROCHESTER	MN	55904	MEYER,JENNIFER ELIZABETH	MEYER,TROY A	$45,000.00	$139,200.00	$184,200.00		5135.46	0.027879805	1888.49	7023.95
000963	309	16	AVE	SE	ROCHESTER	MN	55904	SCHAEFER,ALISON	SCHAEFER,JOSHUA	$45,000.00	$203,400.00	$248,400.00		6925.34	0.027879791	1888.49	8813.83
000968	305	16	AVE	SE	ROCHESTER	MN	55904	ARMSTRONG,CHRISTINA A		$45,000.00	$85,900.00	$130,900.00		3649.46	0.027879756	1888.49	5537.95
019901	1502	2	ST	SE	ROCHESTER	MN	55904	ATKINSON,DOUGLAS A		$45,000.00	$154,500.00	$199,500.00		5562.02	0.027879799	1888.49	7450.51
020802	1646	2	ST	SE	ROCHESTER	MN	55904	LARSON,JENNIFER		$45,000.00	$176,700.00	$221,700.00		6180.95	0.027879793	1888.49	8069.44
020803	1644	2	ST	SE	ROCHESTER	MN	55904	SCHNORR,RANDALL S	SCHUSTER,DELONE W	$45,000.00	$129,000.00	$174,000.00	905	4851.08	0.02787977	1888.49	6739.57
020804	1640	2	ST	SE	ROCHESTER	MN	55904	KARSTEN,CARLEY A		$45,000.00	$166,600.00	$211,600.00		5899.36	0.027879773	1888.49	7787.85
020805	1636	2	ST	SE	ROCHESTER	MN	55904	ALLEN,JEREMY	ALLEN,ANNALIESE	$45,000.00	$151,200.00	$196,200.00		5470.01	0.027879766	1888.49	7358.5
020806	1634	2	ST	SE	ROCHESTER	MN	55904	BUTTERFLY INVESTMENT PROPERTIES LLC		$45,000.00	$133,500.00	$178,500.00		4976.54	0.027879776	1888.49	6865.03
020807	1630	2	ST	SE	ROCHESTER	MN	55904	XIAO,MINGCAI		$45,000.00	$129,000.00	$174,000.00		4851.08	0.02787977	1888.49	6739.57
020808	1628	2	ST	SE	ROCHESTER	MN	55904	BOARDMAN,TAYLOR L		$45,000.00	$107,800.00	$152,800.00		4260.03	0.027879777	1888.49	6148.52
020809	1620	2	ST	SE	ROCHESTER	MN	55904	CHILDS,BENNETT G		$45,000.00	$188,600.00	$233,600.00		6512.72	0.027879795	1888.49	8401.21
020810	1612	2	ST	SE	ROCHESTER	MN	55904	BARR,CHESTER		$45,000.00	$68,600.00	$113,600.00		3167.14	0.027879754	1888.49	5055.63
020811	1606	2	ST	SE	ROCHESTER	MN	55904	WHITE,MORGAN AVA		$45,000.00	$127,900.00	$172,900.00		4820.41	0.027879757	1888.49	6708.9
020812	1604	2	ST	SE	ROCHESTER	MN	55904	ROTHSCHILD,AMY E		$45,000.00	$219,900.00	$264,900.00		7385.35	0.027879766	1888.49	9273.84
020815	212	16	AVE	SE	ROCHESTER	MN	55904	WRIGHT,DILLON		$45,000.00	$137,200.00	$182,200.00		5079.7	0.027879802	1888.49	6968.19
020816	218	16	AVE	SE	ROCHESTER	MN	55904	CAMERON,IAN		$45,000.00	$203,000.00	$248,000.00		6914.19	0.027879798	1888.49	8802.68
020817	224	16	AVE	SE	ROCHESTER	MN	55904	SCHULTZ,MARK		$45,000.00	$88,800.00	$133,800.00		3730.31	0.027879746	1888.49	5618.8
020818	226	16	AVE	SE	ROCHESTER	MN	55904	RESENDIZ,GILBERT A	PELLOWSKI-RESENDIZ,A	$45,000.00	$172,100.00	$217,100.00		6052.7	0.027879779	1888.49	7941.19
020819	308	16	AVE	SE	ROCHESTER	MN	55904	REPS,MICHAEL DEAN		$45,000.00	$200,500.00	$245,500.00		6844.49	0.027879796	1888.49	8732.98
020820	312	16	AVE	SE	ROCHESTER	MN	55904	HECKMANN,RICHARD A	HECKMANN,LORIE A	$45,000.00	$134,600.00	$179,600.00		5007.21	0.027879788	1888.49	6895.7
020821	322	16	AVE	SE	ROCHESTER	MN	55904	SCHAUB,STANLEY W		$45,000.00	$126,000.00	$171,000.00		4767.44	0.027879766	1888.49	6655.93
020822	316	16	AVE	SE	ROCHESTER	MN	55904	BLUHM,JERRY		$40,000.00	$149,100.00	$189,100.00		5272.07	0.027879799	1888.49	7160.56
046084	208	16	AVE	SE	ROCHESTER	MN	55904	VO,PHUONG		$45,000.00	$142,400.00	$187,400.00		5224.67	0.027879776	1888.49	7113.16
026837	1738	CENTER	ST	E	ROCHESTER	MN	55904	CITY OF ROCHESTER		$1,209,400.00	$11,500.00	$1,220,900.00		34038.43	0.027879785		34038.43
024097	1657	4	ST	SE	ROCHESTER	MN	55904	OAKVIEW PROPERTIES LLC								1888.49	1888.49

		25% Street Costs		Water Service Replacements	
Total EMV	$7,285,600.00	203120.94	0.947912526	62320.17	265441.11
Assessable Project Costs	$203,120.94				
Total Assessment Costs including water services	$265,441.11				

RESOLUTION

Ordering Feasibility Report

WHEREAS, the 2022-2027 Sewer and Water Capital Improvement Plan made recommendations for the 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project – Project No. J7838; and

WHEREAS, the Common Council desires to assess the benefited property for all or a portion of the cost improvement, pursuant to Minnesota Statutes, Chapter 429; and

WHEREAS, the Common Council desires to proceed with preparation of a Feasibility Report for the 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project – Project No. J7838

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Rochester that:

That the City Engineer is hereby instructed to prepare a Feasibility Report with all convenient speed advising the council in a preliminary way as to whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF

ROCHESTER, MINNESOTA, THIS _____ DAY OF _____, 2026.

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF _____, 2026.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

RESOLUTION

Receiving Feasibility Report and Calling Hearing on Improvement

WHEREAS, pursuant to resolution of the council adopted February 18, 2026, a feasibility report has been prepared with reference to proposed, 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project – Project No. J7838 and this report was received by the council on February 18, 2026, and

WHEREAS, the report provides information regarding whether the proposed improvement is necessary, cost-effective, and feasible; whether it should best be made as proposed or in connection with some other improvement; the estimated cost of the improvement as recommended; and a description of the methodology used to calculate individual assessments for affected parcels.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Rochester that:

1. The council will consider the improvement of such street in accordance with the report and the assessment of abutting property for all or a portion of the cost of the improvement pursuant to Minnesota Statutes, Chapter 429 at an estimated total cost of the improvement of $2,652,365.

2. A public hearing shall be held on such proposed improvement on April 6, 2026, in the council chambers of the city hall at 6:00 p.m. and the clerk shall give mailed and published notice of such hearing and improvement as required by law.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF

ROCHESTER, MINNESOTA, THIS _____ DAY OF _____, 2026.

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF _____, 2026.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

RESOLUTION

Hearing on Proposed Assessments

WHEREAS, a resolution passed by the Council on February 18, 2026, the City Clerk was directed to prepare a proposed assessment of the cost for the improvement for 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project – Project No. J7838 ("Project"); and

WHEREAS, the City Clerk has notified the Common Council that such proposed assessment has been completed and filed in his/her office for public inspection;

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Rochester that:

1. A public assessment hearing related to the Project shall be held on such proposed improvement on April 6, 2026, in the Council Chambers of the City Hall at 6:00 p.m. to pass upon such proposed assessment. All persons owning property affected by such improvement will be given an opportunity to be heard with reference to such assessment.

2. The City Clerk is hereby directed to cause a notice of the hearing on the proposed assessment to be published once in the official newspaper at least two weeks prior to the hearing, and he/she shall state in the notice the total cost of the improvement. He/She shall also cause mailed notice to be given to the owner of each parcel described in the assessment roll not less than two weeks prior to the hearing.

3. The owner of any property may prepay the entire assessment to the City Clerk whose office is located at 201 Fourth Street SE, Room 135, Rochester, Minnesota 55904. No interest is charged to a prepayment made within 30 days of both adoption of the assessment by the Common Council and written notice from the City that the assessment is due and payable and set for certification to the county auditor for collection (the 30-day interest free period). Prepayment outside the 30-day interest-free period is allowed any time prior to certification of the assessment or the first installment thereof to the County Auditor. If prepayment is made prior to November 15, interest shall be charged from the beginning of the 30-day interest free period to December 31 of the year of payment. If prepayment is made after November 15, interest will be charged from the beginning of the 30-day interest free period through December 31 of the next succeeding year.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF

ROCHESTER, MINNESOTA, THIS _____ DAY OF _____, 2026.

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF _____, 2026.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

F.16

REQUEST FOR ACTION

Septic System/Sanitary Sewer Utility Connection Agreement with Jeannette C. Krom-Treels Revocable Trust under agreement dated June 17, 1997 - 2011 Merrihills Dr SW

MEETING DATE:
February 18, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:
Authorizing a Septic System/Sanitary Sewer Utility Connection Agreement with the Jeannette C. Krom-Treels Revocable Trust under agreement dated June 17, 1997, to allow for repair or replacement of the current septic system serving their property until the property can be connected to municipal sanitary sewer at a later date.

Report Narrative:
The Jeannette C. Krom-Treels Revocable Trust, under agreement dated June 17, 1997, is the Owner of real estate generally described as Lot 9, Block 4, Merrihills Subdivision, Olmsted County, Minnesota. The property address is 2011 Merrihills Dr SW. The Owner's current septic system is non-compliant pursuant to the Olmsted County Subsurface Sewage Treatment System Ordinance. At this time, the City is unable to provide the sanitary sewer service needed to serve the property; therefore, the City has agreed to allow the Owners to replace/repair the existing septic system pursuant to Olmsted County regulations, and execution of an agreement for connection and payment of the charges upon the availability of City sanitary sewer to serve the Owners' property.

A Septic System/Sanitary Sewer Utility Connection Agreement has been created that covers the following major items:

- The City shall recommend that the Olmsted County Planning Department issue a septic system permit for the replacement/repair of a septic system to serve the property.
- Owners agree to connect the property to the City sanitary sewer system within three years of the date that the sanitary sewer is adjacent to the property, except the City shall not require connection sooner than 10 years from the date that the City executes this agreement.
- Owners acknowledge that the property is subject to various charges to connect to the sanitary sewer system and are willing to pay said charges consistent with the policies that are in place at the time of connection.

Priorities & Foundational Principles:
Economic Vibrancy & Growth Management
Quality Services for Quality Living

Policy Considerations & DEI Impact:
For the safety and health of the citizens of the City, as well as the environment, Chapter 12-2, Sanitary

Sewage Disposal, of the Rochester City Code of Ordinances (RCO), regulates the disposal, collection, and treatment of sewage and wastewater within the jurisdiction of the City. Per RCO Sec.12-2-4, Private Wastewater Disposal, when the public sanitary sewer is not available, the building sewer shall be connected to a private wastewater disposal system complying with the provisions of this section, and the owner shall obtain a permit issued by the city engineer before the commencement of construction of a private wastewater disposal system. The subject Septic System/Sanitary Sewer Utility Connection Agreement shall serve as the permit for the private wastewater disposal system (septic system) to serve the Owners' property.

Prior Legislative Actions & Community Engagement:

This agreement is a stand-alone item. There are no prior actions or community engagement.

Fiscal & Resource Impact:

Public Works collects a fee for the preparation and recording of the subject Septic System/Sanitary Sewer Utility Connection Agreement.

Alternative Action(s):

No alternative actions suggested at this time.

Prepared By:

Jamie Miller

Attachments:

Septic System - Sanitary Sewer Utility Connection Agreement - Jeannette C. Krom-Treels Revocable Trust

SEPTIC SYSTEM /
SANITARY SEWER UTILITY CONNECTION AGREEMENT

This AGREEMENT, made this _____day of _____, 2026, by and between the **Jeannette C. Krom-Treels Revocable Trust under agreement dated June 17, 1997**, as amended, (hereinafter referred to as the "Owner"), and the **City of Rochester**, a Minnesota municipal corporation, (hereinafter referred to as the "City"),

WITNESSETH:

WHEREAS, Owner owns certain real property located in the City of Rochester, Olmsted County, Minnesota described as follows, and hereinafter referred to as the "Property":

Lot 9, Block 4, Merrihills Subdivision, Olmsted County, Minnesota.

(Address: 2011 Merrihills Drive SW, Rochester, Minnesota 55902)
(PIN: 64.15.22.062703)

WHEREAS, the existing septic system that serves the Property is a non-compliant and non-conforming system pursuant to the Olmsted County Subsurface Sewage Treatment System Ordinance, Chapter 3400;

WHEREAS, the existing City sanitary sewer system is not accessible in a street or alley within a close proximity of the Property and City has determined that it is not cost effective to extend City sanitary sewer to serve the Property at this time;

WHEREAS, Owner will request that the Olmsted County Planning Department, Inspections Division, issue a permit to install, repair, or replace a septic system on the Property;

WHEREAS, City considers that any installation, replacement, or repair of a septic system within the City of Rochester is a "temporary" system until such time that City sanitary sewer is located adjacent to the Property;

WHEREAS, City will recommend that the Olmsted County Planning Department issue a septic system permit for the Property if Owner enters into this Septic System/Sanitary Sewer Utility Connection Agreement (hereinafter "Agreement") with the City for future connection of the Property to the City sanitary sewer system;

WHEREAS, City makes no representation that City sanitary sewer service will be provided to the Property, but an agreement for sanitary sewer needs to be reached at this time in the event that City sanitary sewer service is provided to the area that includes this Property in the future; and

WHEREAS, Owner is willing to enter into this Agreement with the City under the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual premises set forth, it is agreed between the parties as follows:

1. City shall recommend that the Olmsted County Planning Department issue a septic system permit to Owner for the installation, replacement, or repair to serve the Property.

2. Owner shall connect the Property to the City sanitary sewer system within three years of the date that City sanitary sewer is adjacent to the Property, except that the City shall not require connection sooner than ten years from the date that the City executes this Agreement.

3. Owner agrees that this Agreement constitutes a petition for local improvement to extend City sanitary sewer to serve the Property. If the City Council conducts a public hearing to consider whether a City sanitary sewer extension project should be made to serve the

Property and surrounding area, the Owner will receive notice of the Public Hearing. Owner shall not object to or contest City's decision to initiate and construct such a City project. The notice of the Public Hearing is to notify the Owner that City is considering the project and the estimated costs of the project.

4. Owner acknowledges that the Property is subject to a Sanitary Sewer Connection Charge and a Trunk Sanitary Sewer Rate Charge for the Property to connect to the City sanitary sewer system. Owner shall make payment to City for the Connection Charge and Trunk Sanitary Sewer Rate Charge attributable to the Property consistent with the City's Connection Charge Policy in effect at the time the Property is connected to the City sanitary sewer system. Owner agrees to pay the Sanitary Sewer Connection Charge and Trunk Sanitary Sewer Rate Charge and not to contest the certification of unpaid charges to the county auditor for collection with other taxes if such charges are not paid. Certification of the unpaid charges would be for a period of ten years subject to the interest rate adopted by the Rochester City Council at the time of connection to the municipal sanitary sewer.

5. By executing this Agreement, Owner acknowledges it: (a) enters into and executes this Agreement knowingly, voluntarily, and willingly of its own volition with such consultation with legal counsel as is deems appropriate; (b) has had a sufficient amount of time to consider this Agreement's terms and conditions, and with opportunity to consult an attorney before signing this Agreement; (c) has read this Agreement, understands all of its terms, appreciates the significance of those terms, and has made the decision to accept them as stated herein; and (d) has not relied upon any representation or statement not set forth herein. All parties wish to avoid any development or administrative delays associated with a legal challenge to any of the terms of this Agreement. As such, all parties agree that to the extent permitted by law, they will not challenge the legality of any term or condition found within this Agreement. Notwithstanding any

provision in this Agreement to the contrary, this clause will survive the termination or expiration of this Agreement.

6. In the event that Owner fails to make payment according to the terms of this Agreement, the City may collect the unpaid amount, plus interest, pursuant to provisions of state law or local ordinances as they may currently exist, be created in the future, and as may be amended from time to time.

7. The parties agree that if any term or provision of this contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular term or provision held to be invalid.

8. The Sanitary Sewer Connection Charge and Trunk Sanitary Sewer Rate Charge for the Property shall be determined consistent with the City of Rochester's Connection Charge Policy in effect at the time of connection of the Property to the City sanitary sewer system. Prior to the start of a City sanitary sewer extension project to serve the Property, City shall provide information to the Owner regarding the connection charge rates adopted for the project and how they are calculated and applied to the Property.

9. City shall file this Agreement with the Olmsted County Recorder's Office. Owner has paid City $146.00 for the document preparation and recording fee prior to City's execution of the Agreement, and prior to the Olmsted County Planning Department issuing a septic system permit for the Property.

10. The obligations of the parties hereunder shall bind its heirs, successors, and assigns, and shall be deemed a covenant running with the Property in perpetuity.

(The remainder of this page has intentionally been left blank.)

OWNER:

Jeannette C. Krom-Treels, Trustee

STATE OF Minnesota)
) SS
COUNTY OF Olmsted)

On this 27 day of January, 2026, before me, a notary public within and for said county, personally appeared **Jeannette C. Krom-Treels**, trustee of the **Jeannette C. Krom-Treels Revocable Trust under agreement dated June 17, 1997**, as amended, personally known to me to be the person described in the foregoing instrument, and acknowledged that she executed the same as her free will and on behalf of the trust.

JAMIE M MILLER
Notary Public - Minnesota
My Commission Expires Jan 31, 2030

NOTARY PUBLIC

(The remainder of this page has intentionally been left blank.)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed on the day and year first above written.

CITY OF ROCHESTER,
a Minnesota municipal corporation

By: _____ Date: _____
Kim Norton, Mayor

By: _____ Date: _____
Ann Kasel, City Clerk
Olmsted County, Minnesota,
ex officio notary public
My term is indeterminate
See Minn. Stat. § 358.15(a)(2)

THIS DOCUMENT PREPARED BY:
Rochester Public Works Department
4001 West River Parkway NW, Suite 100
Rochester, Minnesota 55901

ROCHESTER BOARDS & COMMISSIONS

REQUEST FOR ACTION

Change Order #2 with SM Hentges & Sons Construction for Phase 4 of the Runway 03/21 Reconstruction Project at Rochester International Airport (RST).

MEETING DATE:
February 18, 2026

ORIGINATING DEPT:
Airport

AGENDA SECTION:
Consent Agenda

PRESENTER:
John Reed

Action Requested:
Authorizing Change Order #2 with SM Hentges & Sons Construction that will result in an increase to the contract of $139,642.99 and execution of any necessary documents related to additional state and federal funding.

Report Narrative:
This change order is necessary due to the fact that it was discovered that the FAA fiberoptic cable that was to be relocated is encased in concrete and could not be moved as part of the Phase 4 work, so provisions needed to be made to work around it. The relocation of the FAA owned fiberoptic cable will be bid as a separate project.
Cost Implications: $139,642.99 increase to the contract, 90% FAA, 10% State Bonding

Policy Considerations & DEI Impact:
This work will allow the airport to continue with the Runway 3/21 Reconstruction project which will assist the airport with its mission: "To provide a sustainable community asset that places the customer first, acts with agility and accountability, is responsive to stakeholders, empowers staff, and embeds safety and security in all we do."

Prior Legislative Actions & Community Engagement:
July 15, 2024: City Council Meeting - Contract with SM Hentges & Sons authorized.
July 21, 2025: City Council Meeting - Change Order #1 Approved
February 3, 2026: Airport Commission - Change Order #2 recommend approval

Fiscal & Resource Impact:
This change order results in a $139,642.99 increase to the contract. It will be funded by 90% Federal Grants and 10% State Bonding.

Prepared By:
Kurt Claussen

Attachments:

ROCHESTER INTERNATIONAL AIRPORT
Runway 3-21 Phase 4 RVZ & Runway 3 Extension Grading
AIP NUMBER – 3-27-0084-49-24
CONSTRUCTION CHANGE ORDER NO. 2

Airport: Rochester International Airport **Contractor**: S.M. Hentges & Sons Inc.

Description of Work Included in Contract: The as-bid Phase 4 project contains provisions for the contractor to expose and lower the existing fiberoptic communication cables connecting the ASR-11 (radar site) with the Air Traffic Control Tower (ATCT), as the grade was to be lowered within the Runway Visibility Zone (RVZ). At the time of bidding, it was not known that the communication cables were encased in a concrete duct bank that includes a series of manholes and handholes. Additional work was necessary to complete the storm sewer pipe installation under the communication cables and additional grading was needed to account for the material not currently accessible under the fiberoptic route through the RVZ. This change order also provides compensation to NEO Electrical Solutions for their time and effort associated with investigating the relocation of the FAA-owned fiberoptic cables. A summary of the changes ordered is given below.

1. **Construction Changes Ordered**:

    1. ADD ITEM P-152-4.9 – UNCLASSIFIED EXCAVATION FOR FUTURE PLACEMENT OF MATERIAL FROM UNDER ASR-11 COMMUNICATION CABLES – 13,205 CY
    2. ADD ITEM D-701-5.1m – STORM SEWER CROSSING UNDER ASR-11 COMMUNICATION CABLE DUCT BANK – 1 LS
    3. ADD ITEM NS-03-4.3 – ASR-11 COMMUNICATION CABLE RELOCATION INVESTIGATION AND COORDINATION – 1 LS
    4. REMOVE ITEM FAA-GL-918D – RELOCATE RUNWAY 13 GLIDESLOPE COMMUNICATION CABLE – 1 LS
    5. REMOVE ITEM NS-03-4.2 – HYDROVAC EXCAVATION OF RUNWAY 13 GLIDESLOPE COMMUNICATION OR ASR-11 COMMUNICATION CABLES – 5,200 LF

2. **Justification for Change Order**:

    ADD ITEM P-152-4.9 – UNCLASSIFIED EXCAVATION FOR FUTURE PLACEMENT OF MATERIAL FROM UNDER ASR-11 COMMUNICATION CABLES: The grade surrounding the ASR-11 communication cables within the Phase 4 project limits was lowered to meet RVZ line-of-sight requirements. The unexcavated material located under the communication cables will need to be moved (under a future project) to match the surrounding grade to meet RVZ requirements. Additional material below subgrade was excavated to accommodate the future movement of material currently under the ASR-11 communication cable duct bank, so the final grade meets RVZ line-of-sight requirements. The final quantity of material moved will be determined by survey as described in P-152-3.1.

    ADD ITEM D-701-5.1m – STORM SEWER CROSSING UNDER ASR-11 COMMUNICATION CABLE DUCT BANK: The project includes the installation of a 60-inch diameter storm sewer line that crosses the existing ASR-11 communication cable route. The installation of this storm sewer

was delayed while a plan was developed by the Contractor and subsequently revised to meet FAA requirements to protect the ASR-11 communication cables and concrete-encased duct bank. This change order includes the work associated with the development of and revisions to the work plan and includes all mobilization, excavation, concrete-encased duct bank support, storm sewer installation, backfilling, compaction and grading of the site to complete the work.

ADD ITEM NS-03-4.3 – ASR-11 COMMUNICATION CABLE RELOCATION INVESTIGATION AND COORDINATION: The existing ASR-11 communication cable route needs to be relocated within the Phase 4 project limits to allow for the completion of the grading to FAA standards in the RVZ west of Runway 3-21. Over a period of approximately 6 months, the electrical subcontractor spent time and effort to assist the FAA, Mead & Hunt and the Airport in the investigation and coordination of a plan for the ultimate relocation of the communication cable route. This item compensates the electrical subcontractor for these efforts.

REMOVE ITEM FAA-GL-918D – RELOCATE RUNWAY 13 GLIDESLOPE COMMUNICATION CABLE: The Runway 13 glideslope communication cable runs parallel with Runway 13-31 and was anticipated to be impacted during the storm sewer installation. Before the start of construction in the area, the cable was located by FAA and determined to be outside the project grading limits and would not need to be relocated.

REMOVE ITEM NS-03-4.2 – HYDROVAC EXCAVATION OF RUNWAY 13 GLIDESLOPE COMMUNICATION OR ASR-11 COMMUNICATION CABLE: This item was included in the project to hydro-excavate the Runway 13 glideslope cable and ASR-11 communication cable before relocation or lowering. Since the Runway 13 glideslope cable was determined to be outside the project grading limits and the ASR-11 communication cable was found to be encased in concrete, this item is no longer necessary.

Contractor's Quote: $357,242.99
See attachments 1 - 3

Engineer's Estimate: **$318,345.00**
See attachment 4

Total change to contract amount as a result of Change Order No. 2: Increase of $139,642.99

Conclusion: The quote received was compared to the Engineer's estimate and through analysis of the proposed work, site conditions, and general nature of the work, and the prices were found to be reasonable.

Matthew S. Wagner
Project Manager

3. **Consequences of Change Order**:

   a) This change order impacts contract time: ☐ No ☒ Yes, Explain: An additional **18** calendar days shall be added to the project: 14 days for the storm sewer pipe crossing and 4 days for excavation for the future placement of material under the ASR-11 cables.

   b) **Original Contract Amount: $14,924,312.66**

   Original Federal Share: $13,431,881.39 (90%)

   Original State Share: $1,492,431.27 (10%)

   Original Local Share: $0

   Revised Amount: $15,063,955.65

   Revised Federal Share: $13,557,560.08 (90%)

   Revised State Share: $1,506,395.57 (10%)

   Revised Local Share: $0

   c) This change order impacts project schedule: ☐ No ☒ Yes, Explain: Elements of the additional work included in this change order delayed the project schedule, thus justifying the 18 calendar day contract time extension.

   d) This change order impacts engineering costs, or inspection: ☒ No ☐ Yes, Explain:

4. **Conformance to AIP Standards and Regulations**:

   a) This change order impacts FAA design/construction standards: ☒ No ☐ Yes
   Explain: All FAA design/construction standards are met with the proposed work.

   b) This change order impacts procurement standards and requirements: ☒ No ☐ Yes
   Explain:

   c) This change order impacts Buy American provisions: ☒ No ☐ Yes
   Explain:

   d) This change order impacts DBE commitments: ☒ No ☐ Yes
   Explain: DBE work will not be impacted by this change.

5. **Supporting Documentation**: See additional supporting documentation at the end of this change order.

6. **Sketches/Diagrams/Drawings:** N/A

7. **Revised CSPP**: No revisions are necessary to the project CSPP as the work lies within the phasing conditions of the original contract documents.

8. **Other:** N/A

ROCHESTER INTERNATIONAL AIRPORT
Runway 3-21 Phase 4 RVZ & Runway 3 Extension Grading
AIP NUMBER – 3-27-0084-49-24
CONSTRUCTION CHANGE ORDER NO. 2

ENGINEER

Approval Recommended by: Matthew S. Wagner Title: Project Manager Date: 1/28/2026

CONTRACTOR

The forgoing change, work affected thereby, is subject to all contract stipulations and covenants.

Accepted by: _____ Title: Project Manager Date: 01.28.2026

CITY OF ROCHESTER

Approved by: _____ Title: _____ Date: _____

Attest: _____ Title: _____ Date: _____

S.M. Hentges & Sons Inc.

650 Quaker Ave, Jordan MN 55352

952.208.0585 *joe.miller@smhentges.com*

C/O Req #	004 Revised
Date of Work:	N/A
W/O #	7/2/2025

To: Matthew S. Wagner, PE
Senior Project Manager
Mead & Hunt, Inc
7900 International Drive, Suite 980
Bloomington, MN 55425

CC: Andrew Gulan, PE
Civil Engineer
Mead & Hunt, Inc
7900 International Drive, Suite 980
Bloomington, MN 55425

CC: Marty Olsen
Senior Construction Inspector
Mead & Hunt, Inc
7900 International Drive, Suite 980
Bloomington, MN 55425

Job No.	Job Description	Job Location
0124-01434	Runway 3/21 Phase 4: RVZ & Runway 3 Extension Grading FAA Project No. 3-27-0084-49-24 / MnDOT SP 5501-239, City No. 6868	Rochester, MN

DESCRIPTION OF WORK PERFORMED:

ITEM	HRS	U/M	Description		Unit Price	Amount
5	23,000	CY	Unclassified Excavation (Fiber)		$5.30	$121,949.29
	11	hr	Cat 374 Excavator	$442.00	$4,862.00	
	22	hr	Cat D-6 Dozer (2)	$317.00	$6,974.00	
	11	hr	Tractor & Disk	$286.00	$3,146.00	
	11	hr	Tractor & Compactor	$286.00	$3,146.00	
	11	hr	Blade / Tractor & BG box blade	$286.00	$3,146.00	
	5.5	hr	Water Truck	$223.00	$1,226.50	
	11	hr	Foreman w/ Pickup	$202.00	$2,222.00	
	11	hr	Laborer (Grade Check / Gate Guard)	$114.00	$1,254.00	
10 each	110	hr	Artic Trucks	$394.00	$43,340.00	
					$69,316.50	
10 trks	22	cy/ld	3.50 ld/hr	770.00 cy/hr	7,700 cy/day (10hr)	
					$9.00	
				Schedule 2 Unclassified Excavation Bid Unit Price	$3.70	
					$5.30	

The additional work included in this Change Order Request will add **TBD** days to the projects schedule.

The price quoted and the days extension requested are for the direct impact of the requested change. SM Hentges reserves the right to seek additional compensation and/or time extension for the cumulative effect of changes on the entire project that cannot be determined at this time.

Sincerely,
SM Hentges & Sons, Inc.

Sub-Total	**$121,949.29**
Overhead (10.5%)	$12,804.68
Profit (20%)	$24,389.86
Total Amount Due:	**$159,143.82**
Unit Price after markups:	$6.92

S.M. Hentges & Sons Inc.
650 Quaker Ave, Jordan MN 55352
2.208.0585 *joe.miller@smhentges.com*

C/O Req #	004R4
Date:	9/26/2025

To: Matthew S. Wagner, PE
Senior Project Manager
Mead & Hunt, Inc
7900 International Drive, Suite 980
Bloomington, MN 55425

CC: Andrew Gulan, PE
Civil Engineer

CC: Marty Olsen
Senior Construction Inspector

Job No.	Job Description	Job Location
0124-01434	Runway 3/21 Phase 4: RVZ & Runway 3 Extension Grading FAA Project No. 3-27-0084-49-24 / MnDOT SP 5501-239, City No. 6868	Rochester, MN

DESCRIPTION OF WORK PERFORMED:
AS REQUESTED, SMH IS PROVIDING PRICING FOR SUPPORTING THE EXISTING FIBER OPTIC DUCT BANK.

THE FIBER OPTIC WAS PLANNED AS A DIRECT BURY RELOCATION HOWEVER THE PRESENCE OF THE CONCRETE DUCT BANK WAS AN UNFORESEEN SITE CONDITION TO ALL PARTIES.

UNFORESEEN SITE CONDITION - FIBER OPTIC CONDUIT FOUND TO BE ENCASED IN A CONCRETE DUCT BACK

COSTS INCURRED IN MARCH 2025 F/O DUCT CONFLICT WITH 60" STORM SEWER

(A)
THE CONSTRUCTION DOCUMENTS ANTICIPATED THE FIBER AS A DIRECT BURY CABLE WHICH COULD BE LOCATED AND MOVED INTO PLACE DURING THE PROGRESSION OF THE PROJECT.
SMH STORM SEWER CREWS INSTALLED 60" PIPE IN MARCH OF 2025, THEIR EFFORTS WERE HAULTED BY THIS FACILITY THUS CREATING DELAYS.

ON TUESDAY MARCH 18, SMH SET STORM SEWER #5. AS WE TRIED TO PROCEED FORWARD, WE WERE SHUT DOWN DUE TO THE FIBER OPTIC DUCT BANK.
CREWS RETURNED ON WEDNESDAY MARCH 26th, THE AREA AROUND THE FIBER WAS SKIPPED OVER AND WE FINISHED THE STORM SEWER RUN W/O INSTALLING ANY PIPE UNDER THE DUCT BANK.

SMH LOST 5 WORKING DAYS DUE TO THE DELAY. OUR CREW HAD SPENT AN ADDITIONAL 4 HOURS *PULLING SHORING, BACKFILLING & CLOSING UP THE TRENCH AT MANHOLE 5* THEN ANOTHER 4 HOURS ON THE 26th WHEN THE HAD TO *START A NEW EXCAVATION, SETTING TRENCH BOX & PREPARING A NEW SEWER RU*N.

THIS TIME & COST WOULD NOT HAVE BEEN SPENT IF THE CREW WOULD HAVE BEEN ABLE TO CONTINUE ON WITH THEIR NORMAL PIPE INSTALLATION W/O THIS CONFLICT.

ITEM	SPEC NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	NOTES
1.00	3/18/2025	Delays to Pipe Crew March 18th & March 26th, 2025	1	LS	$23,782.32	$23,782.32	Stop & Start New Trench
					Sub-Total	**$23,782.32**	

COMPLETING 60" STORM DRAIN

(B)
THIS SECTION COVERS THE COSTS TO REMOBILIZE THE STORM SEWER CREW TO FINISH THE WORK STARTED IN 2024
COST TO SUPPORT THE EXISTING DUCT BANK AND TO INSTALL THE REMAINDER OF THE 60" STORM DRAIN TO CREATE POSSITIVE DRAINAGE IN THE AIRFIELD
COSTS FOR HYDRO-EXCAVATING PER FAA REVIEW OF OUR PE STAMPED SUPPORT PLAN

ITEM	SPEC NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	NOTES
2.00		Mobilization for Pipe Crew	1	LS	$22,577.02	$22,577.02	Remobe of Crew
3.00		Hydro Excavation to Expose Corners of Duct Bank	1	LS	$7,386.04	$7,386.04	Not 100% necessary on normal installs
4.00		Expose and Support Duct Bank	1	LS	$25,678.49	$25,678.49	36 hrs of Work
5.00		Excavate remainder of trench, place pipe and backfill	1	LS	$33,816.82	$33,816.82	36 hrs of Work
6.00		Remove Duct Bank Support System	1	LS	$14,673.42	$14,673.42	Not 100% necessary on normal installs
7.00		Angle Iron, Tie-Down Straps, Chockers & Small Tools	1	LS	$5,220.00	$5,220.00	36 hrs of Work
					Sub-Total	**$109,351.78**	

COMPLETING 60" STORM DRAIN

(C)
ENGINEERING AND PLAN DEVELOPMENT

ITEM	SPEC NO	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL AMOUNT	NOTES
8.00		SR PM COC Design & PE Design & Support	1	LS	$23,751.00	$23,751.00	2 revisions
					Sub-Total	**$23,751.00**	
					GRAND TOTAL	**$156,885.10**	

The additional work included in this Change Order Request will add **2 WEEKS** to the projects schedule.

The price quoted and the days extension requested are for the direct impact of the requested change. SM Hentges reserves the right to seek additional compensation and/or time extension for the cumulative effect of changes on the entire project that cannot be determined at this time.

Sincerely,
SM Hentges & Sons, Inc.

Joe Miller

S.M. Hentges & Sons Inc.
650 Quaker Ave, Jordan MN 55352
952.208.0585 *joe.miller@smhentges.com*

C/O Req #	004R4
Submittal Date:	9/26/2025

To: Matthew S. Wagner, PE
Senior Project Manager
Mead & Hunt, Inc
7900 International Drive, Suite 980
Bloomington, MN 55425

CC: Andrew Gulan, PE
Civil Engineer
Mead & Hunt, Inc
7900 International Drive, Suite 980
Bloomington, MN 55425

CC: Marty Olsen
Senior Construction Inspector
Mead & Hunt, Inc
7900 International Drive, Suite 980
Bloomington, MN 55425

Job No.	Job Description	Job Location
0124-01434	Runway 3/21 Phase 4: RVZ & Runway 3 Extension Grading FAA Project No. 3-27-0084-49-24 / MnDOT SP 5501-239, City No. 6868	Rochester, MN

SMH BREAKDOWN OF COSTS PROVIDED ON SUMMARY PAGE

ITEM	HRS	U/M	Description	Unit Price	Sub-Total	Overhead	Profit	Total
1	**1**	**LS**	**Delays to Pipe Crew March 18th & March 26th, 2025**	**$4,556.00**	**$18,224.00**	**$1,913.52**	**$3,644.80**	**$23,782.32**
1A	4	HR	Crew time to Start Pipe Run at MH#5 on March 18th, 2025	$2,278.00	$9,112.00	$956.76	$1,822.40	$11,891.16
1B	4	HR	Crew time to relocate to East side of Fiber Duct Bank & start a new cut	$2,278.00	$9,112.00	$956.76	$1,822.40	$11,891.16

THIS IS CREW THAT WAS WORKING IN MARCH OF 2025

1 hr	Foreman & Truck	$202.00 /hr	$202.00
1 hr	Cat 385 Excavator	$497.00 /hr	$497.00
1 hr	Cat 352 Excavator	$391.00 /hr	$391.00
1 hr	Cat 966 Loader	$262.00 /hr	$262.00
1 hr	Cat D-6 Dozer	$317.00 /hr	$317.00
1 hr	Cat Compactor	$117.00 /hr	$117.00
1 hr	Trench Box	$95.00 /hr	$95.00
1 hr	Bedding Box	$55.00 /hr	$55.00
3 hr	Laborers	$114.00 /hr	$342.00
			$2,278.00

Notes:
These are the costs for the crew from March 2025 which include their time to remove the trench box at MH Str-5, backfill their excavation, then move to the other side of the Fiber Optic where they had to dig a new ditch, install the trench box & get started again.

2	**52**	**HR**	**October 2025: Mobilization of Underground Crew Equipment & Tools for Supporting Fiber Optic Duct Bank**	**$332.70**	**$17,300.40**	**$1,816.54**	**$3,460.08**	**$22,577.02**

HOURS REPRESENT TIME FOR A LOWBOY TO DELIVER EQUIPMENT TO & FROM THE PROJECT

0 hr	Cat 374 Excavator [Not going to utilize]	
0 hr	Cat 352 Excavator [Will utilize Cat 345 that is on the site]	
8 hr	Cat 966 Loader	
8 hr	Trench Box	
8 hr	Bedding Box	
8 hr	Foreman tool box	
8 hr	Mini Excavator	
4 hr	Vac Truck	
8 hr	I-beams & Supports	

Notes:
Mobilization of Utility Sewer crew to complete this work. Similar tools area already on the project but are busy completing mass excavation work.

Round Trip from Jordan, MN to RST Int Airport is 4hrs & does not include loading and unloading equipment on & off lowboy

3	**4**	**HR**	**Hydo-Excavate Down to expose the four corners of the Concrete Duct Bank - per FAA review of support plan**	**$1,077.00**	**$5,659.80**	**$594.28**	**$1,131.96**	**$7,386.04**

1 hr	Foreman & Truck	$202.00 /hr		$202.00
1 hr	Vac Truck	$415.00 /hr		$415.00
1 hr	Operator	$118.00 /hr		$118.00
3 hr	Laborers	$114.00 /hr		$342.00
			1 hrs	$1,077.00
2 ea.	Water / Disposal Cost for Vac Truck			$1,351.80

Notes:
SMH Sewer crew along with a Vac Truck will expose the corners of the concrete duct bank as need to know the location of where to dig and where not to dig.

Purchase of water / dozer to process dump in fill or haul to disposal site

4	**1**	**LS**	**Expose and Support Duct Bank**	**$19,677.00**	**$19,677.00**	**$2,066.09**	**$3,935.40**	**$25,678.49**
4A	8	HR	Excavate & Expose Concrete Duct Bank	$1,405.50	$11,244.00	$1,180.62	$2,248.80	$14,673.42
4B	6	HR	Setup Road Plates, I-beams, Connect Binders & Secure Duct Bank	$1,405.50	$8,433.00	$885.47	$1,686.60	$11,005.07

Standard Single Hoe Pipe Crew

1 hr	Foreman & Truck	$202.00 /hr	$202.00
1 hr	Cat 349 Excavator	$391.00 /hr	$391.00
1 hr	Cat 966 Loader	$262.00 /hr	$262.00
0.5 hr	Cat Compactor	$117.00 /hr	$58.50
1 hr	Trench Box	$95.00 /hr	$95.00
1 hr	Bedding Box	$55.00 /hr	$55.00
3 hr	Laborers	$114.00 /hr	$342.00
			$1,405.50

Notes:
This includes the costs for a pipe crew for a day to place the I-beam, tunnel under the duct bank, install the straps and the angle iron & get everything secure.
This secures the Concrete Duct Bank prior to digging any dirt out from underneath of it.

Job No.	Job Description	Job Location
0124-01434	Runway 3/21 Phase 4: RVZ & Runway 3 Extension Grading FAA Project No. 3-27-0084-49-24 / MnDOT SP 5501-239, City No. 6868	Rochester, MN

5	**1**	**LS**	**Excavate remainder of trench, place pipe and backfill**			**$25,913.27**	**$25,913.27**	**$2,720.89**	**$5,182.65**	**$33,816.82**
5A	4	HR	Excavate Trench around and under Concrete Duct Bank to Invert of Pipe			$1,781.00	$7,124.00	$748.02	$1,424.80	$9,296.82
5B	4	HR	Set Trench box (if applicable), bed trench, swing and set pipe			$1,781.00	$7,124.00	$748.02	$1,424.80	$9,296.82
5C	4	HR	Shade and Backfill pipe to bottom of Concrete Duct Bank			$1,781.00	$7,124.00	$748.02	$1,424.80	$9,296.82
5D	4	CY	CLSM Backfill under Concrete Duct Bank (Material Costs)			$244.82	$979.27	$102.82	$195.85	$1,277.95
5E	2	HR	Complete Backfill of the sides and over the top of the Duct Bank			$1,781.00	$3,562.00	$374.01	$712.40	$4,648.41
Standard Single Hoe Pipe Crew w/ Backfill	1	hr	Foreman & Truck	$202.00 /hr	$202.00					
	1	hr	Cat 349 Excavator	$391.00 /hr	$391.00					
	1	hr	Cat 966 Loader	$262.00 /hr	$262.00					
	1	hr	Cat D-6 Dozer	$317.00 /hr	$317.00					
	1	hr	Cat Compactor	$117.00 /hr	$117.00					
	1	hr	Trench Box	$95.00 /hr	$95.00					
	1	hr	Bedding Box	$55.00 /hr	$55.00					
	3	hr	Laborers	$114.00 /hr	$342.00					
					$1,781.00					

Notes:

This activity included the pipe crew for a long day to install the pipe, place and compact the bedding material around the pipe, then to begin pulling the trench box while we complete the remaining backfill within the trench and around the fiber optic conduit.

No CLSM was added to this activity when I was originally assembling the change order request. It was missed on the final submitting, but additional sand backfill is a good substitute since it provides support and the duct bank will be removed.

6	**8**	**HR**	**Remove Duct Bank Support System**			**$1,405.50**	**$11,244.00**	**$1,180.62**	**$2,248.80**	**$14,673.42**
Standard Single Hoe Pipe Crew	1	hr	Foreman & Truck	$202.00 /hr	$202.00					
	1	hr	Cat 352 Excavator	$391.00 /hr	$391.00					
	1	hr	Cat 966 Loader	$262.00 /hr	$262.00					
	0.5	hr	Cat Compactor	$117.00 /hr	$58.50					
	1	hr	Trench Box	$95.00 /hr	$95.00					
	1	hr	Bedding Box	$55.00 /hr	$55.00					
	3	hr	Laborers	$114.00 /hr	$342.00					
					$1,405.50					

Notes:

This includes the costs to remove the support system during the backfill operation, to secure the duct bank & to put all of the tools away.

7	**1**	**HR**	**Purchase of Angles, Straps & Chockers**			**$4,000.00**	**$4,000.00**	**$420.00**	**$800.00**	**$5,220.00**

8	**1**	**LS**	**SR PM COC Design & PE Design & Support**			**$18,200.00**	**$18,200.00**	**$1,911.00**	**$3,640.00**	**$23,751.00**
	1	LS	PE Design by Machin Engineering			$5,000.00	$5,000.00	$525.00	$1,000.00	$6,525.00
	40	HR	SR PM SMH Change of Condition Design			$330.00	$13,200.00	$1,386.00	$2,640.00	$17,226.00

	Subtotal	**Overhead**	**Profit**	**Grand Total**
	$120,218.47	**$12,622.94**	**$24,043.69**	**$156,885.10**

SMH Pipe Crew hours lost in 2024 due to Differing Site Condition: **8.00 HRS** (less than a full work day)
Anticipated duration for Hydro Excavation: **4.00 HRS**
Total SMH Pipe Crew hours in Estimate to Complete Work **36.00 HRS** (3 full 12hr work days)

The additional work included in this Change Order Request will add **TBD** days to the projects schedule.

The price quoted and the days extension requested are for the direct impact of the requested change. SM Hentges reserves the right to seek additional compensation and/or time extension for the cumulative effect of changes on the entire project that cannot be determined at this time.

Sincerely,
SM Hentges & Sons, Inc.

Joe Miller
Project Manager

S.M. Hentges & Sons Inc.
650 Quaker Ave, Jordan MN 55352
952.208.0585 *joe.miller@smhentges.com*

C/O Req #	15.1
Date of Work:	N/A
W/O #	1/21/2026

To: Matthew S. Wagner, PE
Senior Project Manager
Mead & Hunt, Inc
7900 International Drive, Suite 980
Bloomington, MN 55425

CC: Andrew Gulan, PE
Civil Engineer
Mead & Hunt, Inc
7900 International Drive, Suite 980
Bloomington, MN 55425

CC: Marty Olsen
Senior Construction Inspector
Mead & Hunt, Inc
7900 International Drive, Suite 980
Bloomington, MN 55425

Job No.	Job Description	Job Location
0124-01434	Runway 3/21 Phase 4: RVZ & Runway 3 Extension Grading FAA Project No. 3-27-0084-49-24 / MnDOT SP 5501-239, City No. 6868	Rochester, MN

DESCRIPTION OF WORK PERFORMED:
Mead & Hunt has elected to eliminate the Hydro Excavation for the ASR-11 Communication Cable and relocation of runway 13 glideslope communication cables due to the discovery of unforeseen conditions on the project. Neo Electric has incurred costs related to these items that have been eliminated. Please see attached documentation from Neo Electric for their costs incurred.

Neo Elec has provided additional infomation as a result of phone conversation from Mead & Hunt. Information based on that conversation is provided below:

Spec Section	HRS	U/M	Description	Unit Price	Amount
Items not paid on Progress Billing:					
FAA-GL-918D	-1	LS	Relocate Runway 13 Glideslope Communication Cable	$46,000.00	-$46,000.00
NS-03-4.2	-1	LS	Hydro Excavate Runway 13 ASR-11 Comm. Cables	$171,600.00	-$171,600.00
			Total Eliminated Work:		**-$217,600.00**
Costs incurred by Neo Elec regarding the aforementioned pay items not included in progress payments:					
	1	LS	Investigation, Design Assist and Cost analysis	$50,100.66	$50,100.66

SUMMARY OF NEO ELECTRIC REQUEST FOR COMPENSATION:

9	HR	Meeting discussing process of lowering fiber line		
9.5	HR	Help Adam locate lines out of Glide Slope Shelter		
5	HR	Exploration and confirm previous plans with FAA		
6	HR	Meeting discussing plan for Fiber line		
44	HR	Ben, Nick, Cory and Hunter site visit to explore fiber route		
5	HR	Meeting discussing plan for Fiber line		
5	HR	Fiber plan meeting		
14	HR	Investigation and plan confirmation on fiber route		
6	HR	Meeting for next steps with the fiber line		
6	HR	Meeting for next steps with the fiber line		
6.5	HR	Meeting to bring storm pipe under not lowered fiber line		
6.5	HR	Meeting to bring storm pipe under not lowered fiber line		
122.5	HR	Senior Project Manager	$330.00	$40,425.00
1	LS	Non-returnable Splice Materials	$1,325.55	$1,325.55
			Sub-Total	$41,750.55
			20% Overhead & Profit	$8,350.11
			Total	$50,100.66

The additional work included in this Change Order Request will add **12** days to the projects schedule.

The price quoted and the days extension requested are for the direct impact of the requested change. SM Hentges reserves the right to seek additional compensation and/or time extension for the cumulative effect of changes on the entire project that cannot be determined at this time.

Sub-Total Subcontractor	$50,100.66
20% Subcontractor Markup (OHP)	$10,020.13
Subcontractor Subtotal	$60,120.79
Total Due	**$60,120.79**

Sincerely,
SM Hentges & Sons, Inc.

Joe Miller

Date: 1/19/26

To: Joe Miller
Company: S.M. Hentges & Sons Inc.
Project: Rochester Phase 5

It is our understanding that we will no longer be executing Hydro excavation of the ASR-11 Communication Cables and no longer relocating runway 13 glideslope communication cables. Neo has incurred cost associated with the two line items listed above, see below dates and description of labor.

3/21/25- Meeting discussing process of lowering fiber line	9 hours
6/24/25- Help Adam locate lines out of Glide Slope Shelter	9.5 hours
6/30/25- Exploration and confirm previous plans with FAA	5 hours
7/17/25- Meeting discussing plan for Fiber line	6 hours
7/22/25- Ben, Nick, Cory and Hunter site visit to explore fiber route	44 hours
7/24/25- Meeting discussing plan for Fiber line	5 hours
7/31/25- Fiber plan meeting	5 hours
8/6/25- Investigation and plan confirmation on fiber route	14 hours
8/21/25- Meeting for next steps with the fiber line	6 hours
8/28/25- Meeting for next steps with the fiber line	6 hours
9/25/25- Meeting to bring storm pipe under not lowered fiber line	6.5 hours
10/1/25- Meeting to bring storm pipe under not lowered fiber line	6.5 hours
Material for non-returnable splice materials	$1325.55

If you should have any questions or require additional information, please feel free to contact me anytime at the below listed numbers.

Sincerely,

Nick Thoennes
Airfield Division Manager
Office: (715) 808-0463
Cell: (651) 428-4452
nickt@neoelectrical.com

Attachment 4

Construction Change Order No. 2 Summary

AIRPORT: ROCHESTER INTERNATIONAL AIRPORT

CONTRACTOR: S.M. HENTGES & SONS INC

650 QUAKER AVE, JORDAN, MN 55352

PROJECT: RUNWAY 3/21 PHASE 4: RVZ & RUNWAY 3 EXTENSION GRADING

CONTRACTOR'S QUOTE

ITEM	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	P-152-4.9	Unclassified Excavation for Future Placement of Material from Under ASR-11 Communication Cables	CY	13,205	$10.62	$140,237.10
2	D-701-5.1m	Storm Sewer Crossing Under ASR-11 Communication Cable Duct Bank	LS	1	$156,885.10	$156,885.10
3	NS-03-4.3	ASR-11 Communication Cable Relocation Investigation and Coordination	LS	1	$60,120.79	$60,120.79
					TOTAL CONTRACTOR'S QUOTE:	**$357,242.99**

ENGINEER'S ESTIMATE

ITEM	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	P-152-4.9	Unclassified Excavation for Future Placement of Material from Under ASR-11 Communication Cables	CY	13,205	$9.00	$118,845.00
2	D-701-5.1m	Storm Sewer Crossing Under ASR-11 Communication Cable Duct Bank	LS	1	$150,000.00	$150,000.00
3	NS-03-4.3	ASR-11 Communication Cable Relocation Investigation and Coordination	LS	1	$49,500.00	$49,500.00
					TOTAL ENGINEER'S ESTIMATE:	**$318,345.00**

FINAL CONSTRUCTION CHANGE ORDER 2

ITEM	SPEC NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	P-152-4.9	Unclassified Excavation for Future Placement of Material from Under ASR-11 Communication Cables	CY	13,205	$10.62	$140,237.10
2	D-701-5.1m	Storm Sewer Crossing Under ASR-11 Communication Cable Duct Bank	LS	1	$156,885.10	$156,885.10
3	NS-03-4.3	ASR-11 Communication Cable Relocation Investigation and Coordination	LS	1	$60,120.79	$60,120.79
4	FAA-GL-918D	Relocate Runway 13 Glideslope Communication Cable	LS	1	-$46,000.00	-$46,000.00
5	NS-03-4.2	Hydrovac Excavation of Runway 13 Glideslope Communcation or ASR-11 Communication Cables	LF	5,200	-$33.00	-$171,600.00
					TOTAL CHANGE ORDER NO. 2:	**$139,642.99**

REQUEST FOR ACTION

Agreement for Electric Facilities Dedicated to Serving Mayo Clinic

MEETING DATE:
February 18, 2026

ORIGINATING DEPT:
Rochester Public Utilities

AGENDA SECTION:
Consent Agenda

PRESENTER:
Scott Nickels, Director of Power Delivery, Rochester Public Utiltiies

Action Requested:

Authorizing execution of an agreement with Mayo Clinic that replaces legacy cost responsibility agreements and establishes responsibility for future repair, replacement, and upgrade costs for electric facilities dedicated to serving Mayo Clinic load.

Report Narrative:

Rochester Public Utilities (RPU) has long-standing agreements with Mayo Clinic that support reliable electric service to Mayo's downtown facilities. These agreements address (1) the original costs to construct electric facilities needed to serve Mayo Clinic load and (2) how ongoing costs to repair, replace, and upgrade those facilities are allocated over time.

In recent years, RPU and Mayo Clinic entered into an agreement supporting construction of the Marion Road Substation and the dedicated feeders that serve Mayo Clinic load. That agreement clarified cost responsibility for the Marion Road facilities going forward.

Due to significant modifications, replacements, and additions to electric facilities associated with the Bold Forward Unbound expansion, RPU and Mayo Clinic need to update and consolidate the older ("legacy") cost responsibility agreements for Mayo load served from the Crosstown Substation and the IBM Substation. Mayo Clinic also continues to add services from the IBM Substation, increasing the importance of clearly defining future responsibilities for facility upgrades and lifecycle replacements.

The proposed agreement replaces the legacy agreements and establishes a consistent framework for all future repair, replacement, and upgrade costs associated with electric facilities dedicated to serving Mayo Clinic load from the Marion Road, Crosstown, and IBM substations (and associated feeders).

This protects non-Mayo Clinic customers by ensuring costs that are specific to serving Mayo Clinic load are addressed through the agreement rather than being broadly assigned across the system.

Priorities & Foundational Principles:

Fiscal Responsibility & Sustainability
Quality Services

Policy Considerations & DEI Impact:

This agreement supports the Board's accountability for protection and preservation of utility assets by establishing a clear, forward-looking framework for funding future repair, replacement, and upgrade work for facilities dedicated to serving Mayo Clinic load.

It also advances RPU's cost-based approach to pricing and cost recovery by aligning customer-specific infrastructure costs with the customer that drives those costs, consistent with principles of cost causation and minimizing cross-subsidization between rate classes.

Common Council concurrence is required because the agreement establishes a method for allocating and recovering utility costs that is rate-like in effect by differentiating costs/charges based on the costs of serving a specific customer, and Council concurrence is required for rates and charges.

Strategic Alignment

The agreement supports RPU strategic priorities related to Reliability and Rates by enabling prudent, cost-based investments in reliability while maintaining fair, defensible rate outcomes.

It also supports RPU's priority to improve collaboration and coordination with external partners and to successfully execute large multi-year strategic projects, including Bold Forward Unbound.

DEI Impact

No direct DEI impact is anticipated. Indirectly, the agreement supports equitable treatment of customers by applying cost causation principles and reducing cross-subsidization within and between customer classes.

Prior Legislative Actions & Community Engagement:

Jan 30, 1992: Legacy agreement executed for Mayo load served from Crosstown Substation and associated feeders.
Jan 1, 2012: Legacy agreement executed/updated for Mayo load served from IBM Substation and associated feeders.
Jan 3, 2020: RPU Board action authorizing agreement for Marion Road Substation construction and dedicated feeders.
Apr 5, 2023: MOU signed with Mayo Clinic for the construction of the duct and manhole system from Marion Rd Sub to downtown.
2025: Agreement negotiations initiated to consolidate/update cost responsibility due to Bold Forward Unbound-related system changes.
Feb 17, 2026: RPU Board consideration of the updated agreement and recommendation to the Common Council for Concurrence.

This item is being advanced on an accelerated schedule to support Bold Forward Unbound project timelines. The RPU Board will consider this agreement on February 17, 2026; therefore, the Board resolution recommending Common Council concurrence is not available at the time of packet publishing and will be provided following Board action. Assuming Board authorization and a recommendation for Council concurrence, this item will proceed for Common Council consideration on February 18, 2026, ahead of the planned circuit energization after February 20, 2026.

Community engagement: Not applicable / no direct engagement anticipated (agreement relates to infrastructure cost allocation for a specific large customer and does not change public access/service policies).

Fiscal & Resource Impact:

The agreement establishes that Mayo Clinic is responsible for future repair, replacement, and upgrade costs for facilities dedicated to serving Mayo Clinic load from the Marion Road, Crosstown, and IBM

substations and associated feeders.

Budget/rate impact: No impact to the total approved budget/rates

Teammate resources: Work will be coordinated through existing Electric Distribution/Engineering resources as part of planned system maintenance and capital work.

Alternative Action(s):

There are no alternative actions suggested at this time.

Prepared By:

Scott Nickels

Attachments:

Exhibit - Partially Executed O&M, Capital Replacement Agreement for Electric Facilities Dedicated to Serving Mayo Clinic

Resolution - Approving Mayo Clinic Electric Facilities Cost Responsibility Agreement

Docusign Envelope ID: 3E520A86-68A7-4440-AE0F-6F4EBB9D1DA1

OPERATIONS, MAINTENANCE, & CAPITAL REPLACEMENT AGREEMENT FOR ELECTRIC FACILITIES DEDICATED TO SERVING MAYO CLINIC

THIS AGREEMENT is made and entered into this 18th day of February, 2026 ("Effective Date"), by and between the CITY OF ROCHESTER, a Minnesota municipal corporation, acting through its Public Utility Board ("RPU"), and Mayo Clinic, a Minnesota nonprofit corporation ("Mayo") (each, a "Party" and collectively, the "Parties").

RECITALS

A. The City of Rochester and Mayo have entered into cost-sharing agreements for installation of capital electrical infrastructure used to meet Mayo's electrical needs.

B. There are ongoing operations and maintenance ("O&M") expenses related to various electric facilities dedicated to serving Mayo ("Electric Facilities"). The Parties anticipate there will be times where large capital infrastructure will require replacement or upgrade due to failure, forces of nature, age-related issues, and the need for capacity upgrades. The Electric Facilities are listed in Appendix 1 to this Agreement.

C. O&M Expenses (as defined below) and capital expenses may vary over time based on the condition, age, and operational requirements of the Electric Facilities.

D. RPU considers the following as the O&M expenses applicable to the Electric Facilities:

- Routine substation inspections – monthly visual checks of systems and perimeter security.

- Relay testing – periodic testing and functional verification as required for North American Electric Reliability Corporation ("NERC") compliance or based on good utility practice.

- Oil sampling/testing – annual transformer oil analysis.

- Circuit breaker maintenance – periodic testing and maintenance of medium- and high-voltage breakers.

- Transformer main tank and load tap changer ("LTC") maintenance – periodic functional verification and overhaul.

- DC battery system testing and quarterly maintenance – periodic component and system testing.

- Communication, Supervisory Control and Data Acquisition ("SCADA"), and cybersecurity systems testing – periodic testing and verification.

- Testing, inspection, cleaning, operation, maintenance, and repair of miscellaneous substation equipment.

- Repair or replacement of failed or damaged facilities.

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- Switching activities and management of interconnected power systems.

- Mowing, groundskeeping, and vegetation management.

- Required NERC compliance activities.

- Insurance expenses.

- Administrative and General (A&G) expenses – calculated annually by RPU Accounting.

- Other O&M activities based on good utility practice.

- Manhole inspections, repair, replacement, and modifications.

- Feeder cable repair, replacement, and modifications.

- Conduit system repair, replacement, and modifications.

- Fiber-optic cable system repair, replacement, and modifications.

(collectively, the "O&M Expenses")

E. Capital replacements will happen on a much less frequent basis than O&M expenses. Capital replacements will be due to a variety of causes, such as: equipment failure, end of life replacement, upgrading for higher capacity, damage due to things such as nature, items that have to be relocated within the right-of-way for street projects. This is not an exhaustive list, but it is representative of common reasons for capital replacement.

NOW, THEREFORE, the Parties agree as follows:

1. RPU will maintain the equipment listed in Appendix 1 consistent with NERC compliance and good utility practice. RPU shall use commercially reasonable efforts, consistent with good utility practice, to perform the operations and maintenance activities required under this Agreement for the Electric Facilities listed in Appendix 1. If RPU is unable to perform any required maintenance or repair activity in a timely manner, RPU shall (i) promptly notify Mayo in writing of the nature of the inability, the affected Electric Facilities, the expected duration, and the mitigation plan, and (ii) use commercially reasonable efforts to restore performance as soon as practicable. If RPU fails to commence corrective action within a reasonable time after notice from Mayo (taking into account safety and system reliability), Mayo may, upon written notice to RPU, perform or cause to be performed the affected maintenance or repair using qualified personnel, and RPU shall reasonably cooperate to provide access, coordination, and necessary information

2. RPU will perform preventative maintenance to minimize unscheduled outages consistent with good utility practice.

3. RPU will maintain substation equipment using qualified personnel following industry standards.

4. RPU will invoice Mayo annually for its portion of actual O&M and capital expenses per Appendix 1, unless caused by RPU's gross negligence. O&M Expenses has the meaning set forth in Recital D.

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5. This Agreement shall commence on the Effective Date and shall remain in effect until terminated. The Parties may terminate this Agreement by mutual written agreement confirming the Termination Date. As a condition to termination, Mayo shall pay all O&M Expenses that have been invoiced to Mayo as of the Termination Date in accordance with Section 4.

6. This Agreement is the final, complete, and exclusive statement of all terms agreed upon.

7. This Agreement may be modified only by written instrument signed by both Parties.

8. Neither party may assign this Agreement without written consent of the other.

9. This Agreement and the rights and obligations of the Parties hereunder shall be governed by Minnesota law; disputes will be heard in Minnesota state or federal courts.

10. The Parties acknowledge they enter this Agreement knowingly, voluntarily, and with opportunity for legal counsel.

11. Any notice, demand, request, or other communication shall be in writing and shall be deemed to have been duly given on the date of service, if personally served or sent by facsimile; on the business day after notice is delivered to a courier or mailed by express mail, if sent by courier delivery service or express mail for next day delivery; and on the third day after mailing, if mailed to the party to whom notice is to be given by first class mail, certified with return receipt requested, and addressed as follows:

If to RPU :	Rochester Public Utilities Attn: Tim McCollough, General Manager 4000 E. River Rd. NE Rochester, Minnesota 55906
With a copy to:	City of Rochester Attn: City Attorney 201 4th St. SE #247 Rochester, Minnesota 55904
If to Mayo:	Mayo Clinic Attn: Mike Luster, Facilities Management 200 First Street S.W. Rochester, Minnesota 55905
With a copy to:	Mayo Clinic Attn: General Counsel 200 First Street S.W. Rochester, Minnesota 55905

12. This Agreement may be executed in counterparts; electronic signatures are valid.

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13. Except as specifically permitted in this Agreement, neither RPU nor City of Rochester shall use the names or trademarks of Mayo or any of Mayo's affiliated entities in any news release, advertising, publicity, endorsement, promotion, or commercial communication unless Mayo has provided prior written consent for the particular use contemplated. All requests for approval pursuant to this Section must be submitted to the Mayo Clinic Business Relations Group, at the following E-mail address: BusinessRelations@mayo.edu at least 7 business days prior to the date on which a response is needed. The terms of this Section survive the termination, expiration, non-renewal, or rescission of this Agreement

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed:

CITY OF ROCHESTER

By _____

Its Mayor

Attest: _____

Its City Clerk

MAYO CLINIC

By Doug Holtan
B10E1E251E93464...

Its Chair, Department of Facilities and Support Services

ROCHESTER PUBLIC UTILITIES

By _____

Its General Manager

Approved as to Form:

_____

City Attorney

Prepared by:

Rochester City Attorney's Office

201 Fourth Street S.E., Room 247

Rochester, MN 55904

#5437920

Docusign Envelope ID: 3E520A86-68A7-4440-AE0F-6F4EBB9D1DA1

Appendix 1 – Electrical Equipment

Substations

RPU will invoice Mayo annually for their share of the following items.

Crosstown Substation

The Agreement for Mayo Foundation Substation, agreed to between the Parties on January 30, 1992 (the "1992 Agreement") established an O&M and capital cost-sharing arrangement of **57%** for RPU and **43%** for Mayo. All substation costs (O&M and capital) will be based on these percentages. This includes everything from routine annual maintenance through transformer loss or any other major capital expenses.

Marion Road Substation

The terms of the original Marion Road Substation MOU executed between the Parties, remains in effect. The below breakdowns determine financial obligations for ongoing O&M and capital expenses associated with the Marion Road Substation.

- **50%/50%** cost share of substation capital (except transformers) and O&M and capital if there is 1 Mayo (Mayo load serving only) and 1 RPU (non-Mayo load serving) transformer, except in the case of Mayo transformer failure if Mayo's downtown load (sum of Crosstown and Marion Road Sub load associated with Mayo) is below 37 MVA.
- **33%(Mayo)/67%(RPU)** cost share of substation capital (except transformers) and O&M and capital if there is there is 1 Mayo transformer and 2 RPU transformers, except in the case of a Mayo transformer failure if Mayo's downtown load is below 37 MVA.
- **Transformer Exception** - Mayo will pay **100%** of the repair and/or replacement of the transformer at Marion Rd Sub dedicated to serving Mayo load if Mayo's total downtown load is under 37 MVA.
- If Mayo's downtown total load consistently exceeds 37 MVA, RPU will then be responsible for **100%** of the repair and/or replacement cost of the transformer at Marion Rd Sub dedicated to serving Mayo load.
- If Mayo's downtown total load begins to approach 75 MVA, RPU assumes that the terms of this agreement will have to be modified to account the 2nd transformer at Marion Rd Sub that is dedicated to serving Mayo load.
- RPU will pay **100%** of replacement or repair for any transformer dedicated to serving non-Mayo load.

IBM Substation

RPU maintains **100%** responsibility for maintenance, capital improvements, and replacements within the IBM Substation.

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Cable, Manholes, Conduit, Duct, and Associated Systems

RPU will invoice Mayo Clinic on a time-and-materials basis for their share of each item below.

Crosstown Feeders and Manhole/Duct System

- Mayo is responsible for **100%** of all O&M and capital costs for duct and manholes located on Mayo owned property.
- The feeder/duct work as agreed to in the 1992 Agreement was cost-shared 57%(RPU)/43%(Mayo), but numerous additions have been made at Mayo's request to increase redundancy since 1992.
- **Cost Share:** Based upon calculations found in Appendix 2, Mayo will pay **61%** and RPU **39%** of all capital and O&M work associated with manhole, duct, feeder cable systems, and associated fiber optic cables that exit the Crosstown Substation and terminate at Mayo terminals (excluding facilities on Mayo property).
- This includes all feeder cables connected to Breakers 1401, 1402, 1403, 1404, 1405, 1411, 1412, 1413, 1414, and 1415.
- At the time of this Agreement, there were no feeder cables associated with breakers 1405 and 1415. Any additional feeder cables that are added in the future from Crosstown Substation, will change these percentage calculations, and this Agreement will need to be amended in writing to account for those changes.

Marion Road Feeders and Manhole/Duct System

- Mayo will pay 100% of O&M and capital replacement for Mayo-dedicated cables, manholes, and duct systems if Mayo's downtown load is below 37 MVA.
  (Includes feeders 1921–1925.)
- Mayo will also pay 100% for fiber-optic cable and equipment dedicated to Mayo under the same load condition.
- If Mayo's load exceeds 37 MVA by "X" MVA, RPU will pay (X/37)% and Mayo will pay (37–X)/37% of Mayo's first manhole, duct, and cable systems.
- If Mayo's downtown load exceeds 75 MVA, RPU will pay **80%** of the costs associated with the manholes, duct, and feeders associated with Mayo's first bus at Marion and Mayo will pay for **20%**. The Parties acknowledge that the original installation included approximately 20% additional capacity requested and funded by Mayo..
- RPU will always pay 100% for distribution feeder and cable systems dedicated to servicing non-Mayo load.

Future Mayo breaker connections may include Breakers1941–1945. If these breakers are placed in service to serve Mayo load, the Parties shall review and, if necessary, amend this Agreement in writing.

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IBM Feeders Dedicated to Mayo Load

RPU had adequate capacity to serve Electric Facilities in the vicinity of the IBM Substation; however, for reliability purposes, Mayo elected to pay for and install feeders from the IBM Substation. Mayo paid RPU to install mainline underground feeder cables and associated systems from Breakers 1002 and 1012 at the IBM Substation. RPU estimates that the increased capacity and reliability associated with serving Electric Facilities from the IBM Substation approximately doubles the cost of the associated facilities. Accordingly, the Parties agree that the cost share for O&M and capital costs associated with the cable, duct, and manhole systems from the IBM Substation that are dedicated to serving Mayo load will be **50%** (Mayo) / 50% (RPU).

If additional cables or associated systems are added in the future, the Parties may need to modify this cost share to reflect the revised cost share percentages.

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Appendix 2 – Crosstown Manhole, Feeder Cable, and Duct Percentage Calculation

Feeders and total cable circuit footages

1401 – 6,290ft – Crosstown to St. Mary's (2 feeders)

1402 – 3,430ft – Crosstown to Franklin (2 feeders)

1403 – 5,807ft – Crosstown to Joseph Vault (1 feeder)

1404 – 215ft – Crosstown to Prospect (2 feeders)

1405 – 0ft

1411 – 6,290ft – Crosstown to St. Mary's (2 feeders)

1412 – 1,477ft – Crosstown to Methodist (2 feeders)

1413 – 3,501ft – Crosstown to Franklin (2 feeders)

1414 – 404ft – Crosstown to Prospect (2 feeders)

1415 – 0ft

Total cable circuit footage = 27,414ft

Assumption:

- RPU is responsible for providing capacity for 1 – 37.5MVA transformer. RPU considers the normal rating of 1 feeder of 500MCM Cu or 750MCM Al to be 10MVA.
- RPU assumes that they would be responsible for a single feeder for 1401, 1402, 1403, and 1410, which would equate to 40MVA of feeder capacity.
- Mayo is responsible for the excess feeder capacity above this base 40MVA.

Calculation:

(6,290ft/2 + 3,430ft/2 + 5,807ft + 215ft/2) / (27,414ft) = 10,774ft / 27,414ft = 39.3%

RPU's percentage = 39%

Mayo's percentage = 61%

Note – This percentage calculation will need to be adjusted if additional feeder cables are added to Crosstown Sub.

#5437920

RESOLUTION

Mayo Clinic Electric Facilities Cost Responsibility Agreement.

WHEREAS, the Public Utility Board of the City of Rochester adopted a resolution formally recommending that the Rochester City Council approve the Operations, Maintenance, & Capital Replacement Agreement for Electrical Facilities Dedicated to Serving Mayo Clinic.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Rochester, Minnesota, approves the execution of the Operations, Maintenance, & Capital Replacement Agreement for Electrical Facilities Dedicated to Serving Mayo Clinic.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF

ROCHESTER, MINNESOTA, THIS _____ DAY OF _____, 2025.

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF _____, 2025.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Better Utilizing Investments to Leverage Development (BUILD) Planning Grant Application to the US Department of Transportation

MEETING DATE:
February 18, 2026

ORIGINATING DEPT:
City Administration

AGENDA SECTION:
Consent Agenda

PRESENTER:
Cindy Steinhauser

Action Requested:

Approving the submittal to the US Department of Transportation (USDOT) of a Better Utilizing Investments to Leverage Development (BUILD) Grant application for the planning and design of Civic Center Drive from 16th Avenue to Broadway Avenue and Broadway Avenue from Civic Center Drive to 6th Street SE.

Report Narrative:

The City of Rochester is working to submit a $5 million in U.S. Department of Transportation (USDOT) Better Utilizing Investments to Leverage Development (BUILD) grant by the February 24, 2026 deadline. This grant would support planning for mobility and safety improvements along Civic Center Drive NW and Broadway Avenue, two of Rochester's highest-traffic and most critical corridors serving residents, visitors, and local businesses. Attached is a map that shows the area recommended for the grant application. This planning effort represents a critical next step to align with the commitment of $38 million in infrastructure investments adjacent to Bold. Forward. Unbound. The city has already completed improvements to North Broadway and is advancing design work for South Broadway through a previously awarded planning grant. This BUILD planning grant would fill the remaining gap along Broadway as it moves through Rochester's downtown commercial core, historic district, riverfront, and portions of the University of Minnesota Rochester campus, while also addressing long-needed improvements to Civic Center Drive.

Currently, both corridors are difficult to navigate safely for motorists, pedestrians, and cyclists. Discontinuous sidewalks, aging infrastructure, including railroad crossings, and limited pedestrian crossings along Civic Center Drive NW contribute to unsafe conditions and frequent mid-block crossings. Broadway Avenue, a former state highway, continues to function as a dividing facility that separates neighborhoods from downtown and creates barriers to safe east-west travel. As Rochester grows, development pressure and increased travel demand will further strain these aging corridors. This planning effort would identify improvements that support multimodal travel, reconnect neighborhoods to the north, modernize infrastructure to accommodate growth, and better integrate with major transportation investments such as Link BRT. The proposed planning work would lay the groundwork for future capital improvements that enhance safety, calm traffic, reduce crashes and emissions, expand economic opportunity, improve access to jobs and services, and advance transportation equity across the community.

Priorities & Foundational Principles:

Economic Resilience

Policy Considerations & DEI Impact:
Better connectivity is needed along this corridor to improve east-west movement for underserved households, specifically Census Tract 1 and 5, identified as Areas of Persistent Poverty and Historically Disadvantaged Communities. The project will also support the mobility needs of low-income residents in Census Tract 4 (also an Area of Persistent Poverty and Historically Disadvantaged Community).

Prior Legislative Actions & Community Engagement:
September 23, 2024 - City Council Meeting: Approval of a Reconnecting Communities Grant application for the planning and design of South Broadway Ave from 9th Street SE to Civic Center Drive.

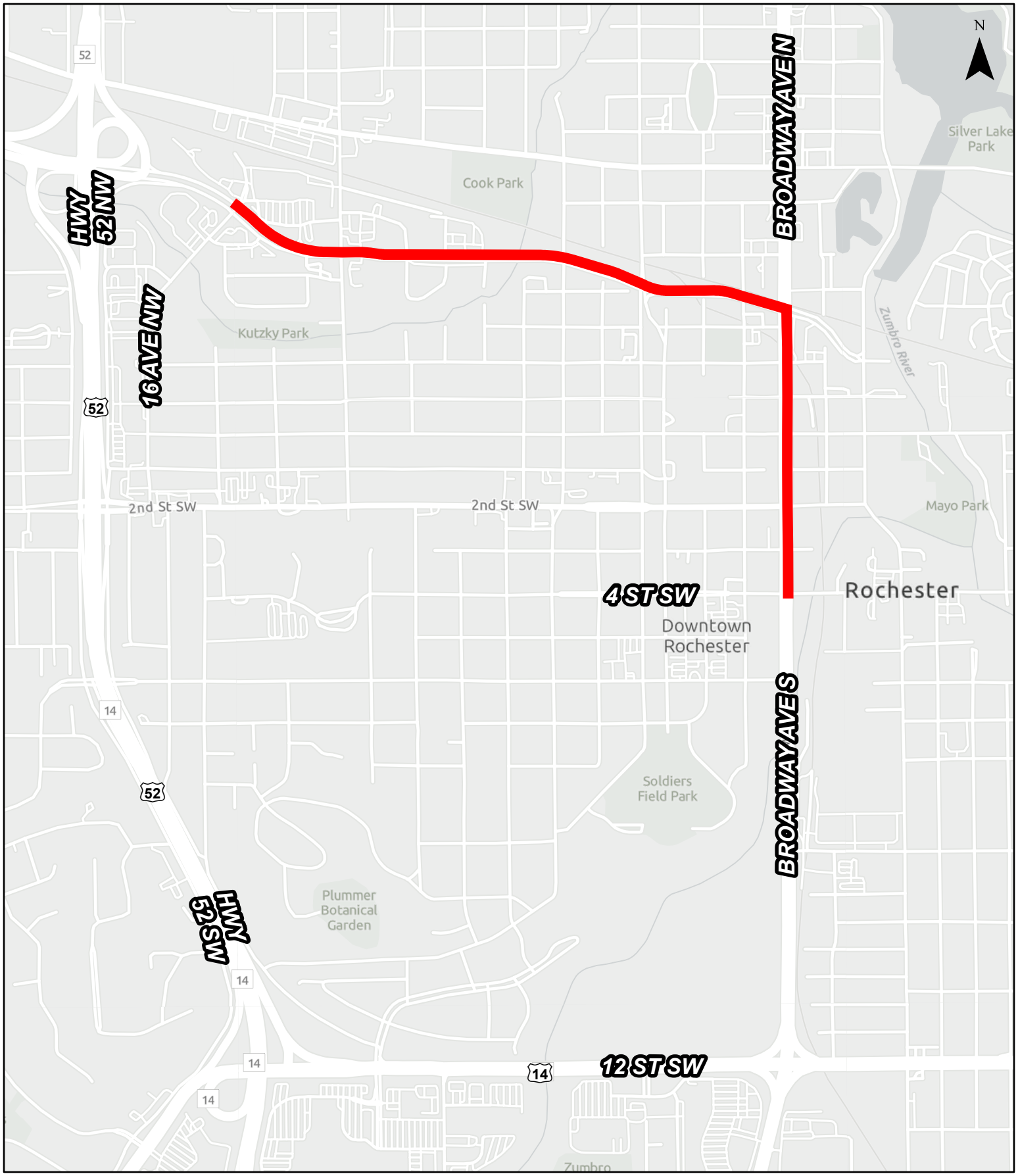
Fiscal & Resource Impact:

This is a planning grant application and no local match is required.

Alternative Action(s):
No alternative actions are recommended at this time.

Prepared By:
Cindy Steinhauser

Attachments:
Map - BUILD Grant Proposal



0 600 1,200
US Feet

CITY OF ROCHESTER MINNESOTA

Map Created Jan 30, 2026

Data contained has not been field verified and should be used as reference only. It is the user's responsibility for field verifying elevations, locations, dimensions, etc. to conduct detailed design.

The City of Rochester specifically disclaims all warranties, express or implied, including but not limited to implied warranties of fitness for a particular purpose, with respect to the information contained on this map. The City of Rochester shall have no liability with respect to any loss or damage directl indirectly arising out of the use of this da

ROCHESTER BOARDS & COMMISSIONS

REQUEST FOR ACTION

Grant Acceptance and Professional Services Agreement to provide Bidding and Construction Administration (CA) Services related to the Relocation of the existing FAA owned ASR-11 Fiberoptic Communications Cables as part of the Runway 03/21 Reconstruction Project at the Rochester International Airport (RST).

MEETING DATE:
February 18, 2026

ORIGINATING DEPT:
Airport

AGENDA SECTION:
Consent Agenda

PRESENTER:
John Reed

Action Requested:

1. Authorizing professional services agreement with Mead & Hunt to provide bidding and construction administration services related to the relocation of the existing FAA owned ASR-11 fiberoptic communications cables at the Rochester International Airport (RST); and
2. Adopting a resolution accepting the grant and authorizing execution of grant agreements with the State of Minnesota; and
3. Adopting a resolution accepting the grant and authorizing execution of grant agreements with the Federal Aviation Administration (FAA).

Report Narrative:

Phase 4 of RST's Runway 3/21 improvement project required the movement of approximately 2 million cubic yards of earthwork from the Runway Visibility Zones (RVZs) near the runway-runway intersection to the proposed runway and taxiway extensions to the south. The project contained provisions for the contractor to lower the existing ASR-11 fiberoptic communication cables as the grade was being lowered by up to 20 feet in the RVZ. These cables extend from the Air Traffic Control Tower (ATCT) building, across the airfield to the ASR-11 radar site. At the time of bidding, it was not known that the communication cables were encased in a concrete duct bank that included a series of manholes and handholes. Unable to lower the existing communication cables because of the complications added by the discovery of the concrete duct bank, the Phase 4 contractor worked around the cable route through the construction site, staying a minimum of 25 feet from the cable, leaving an approximate 20,000 cubic yard berm of earth through the project site, obstructing the RPZ. After consultation with the FAA, it was decided to pull the relocation of the fiberoptic line out of the Phase 4 project and re-bid it as a separate project due to the complexity it added to the project. Additional site grading was performed by the contractor under the Phase 4 project to allow for future placement of the berm once the fiberoptic communication cables are relocated. This scope of work provides the necessary coordination, design, bidding and construction administration services to establish and construct a new concrete encased duct bank route and relocate the FAA-owned ASR-11 fiberoptic communication cables. All work will be done in compliance with FAA requirements It is anticipated that this agreement will be funded by 95% Federal Aviation Administration (FAA) funds and 5% State Bonding.

Policy Considerations & DEI Impact:

This professional services agreement and the necessary relocation of the FAA's fiberoptic radar control cable will assist the airport with its mission: "To provide a sustainable community asset that places the customer first, acts with agility and accountability, is responsive to stakeholders, empowers staff, and embeds safety and security in all we do."

Prior Legislative Actions & Community Engagement:

July 15, 2024: City Council - Bid Award to SM Hentges & Sons for Phase 4 of the Runway 03/21 Reconstruction Project.
February 3, 2026: Airport Commission - Recommend authorization of agreement and adoption of resolutions for state and federal grants.

Fiscal & Resource Impact:

The fees for this agreement are a lump sum of $99,789.75. It is anticipated that this agreement will be funded by 95% Federal Aviation Administration (FAA) funds and 5% State bonding.

Prepared By:

Kurt Claussen

Attachments:

Agreement - Meade & Hunt RST Task Order 2021-28 ASR-11 Comm Cable Relocation

TASK ORDER #2021-28

TO

PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT

Ro

BETWEEN: Rochester International Airport (RST) ("CLIENT)

Rochester, Minnesota

AND: Mead and Hunt, Inc. ("CONSULTANT")

A Wisconsin Corporation

TASK ORDER EFFECTIVE DATE: February 18, 2026

RECITALS

This is the #2021-28 Task Order to the PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT dated effective March 15, 2021, between the CLIENT and CONSULTANT ("CONTRACT").

AGREEMENT

1. Services to be provided. The Scope of Services includes: design, bidding & construction administration (CA) services for the proposed relocation of the existing ASR-11 fiberoptic communication cables. The full Scope of Services is defined in Exhibit A.

2. Schedule. The project shall be completed November 30, 2026.

3. Consideration. The services shall be provided for the lump sum of $99,789.75, as described in Exhibit B. Progress payments shall be made in accordance with the CONTRACT.

APPROVAL AND ACCEPTANCE: Approval and acceptance of the TASK ORDER including any attachments shall incorporate this document as part of the CONTRACT. All work and services defined in this TASK ORDER shall be performed in accordance with the terms and conditions of the aforementioned CONTRACT.

Accepted by: CITY OF ROCHESTER

By: _____

Name: _____

Title: _____

The above person is authorized to sign for Client and bind the Client to the terms hereof.

Date: _____

Approved by: MEAD AND HUNT, INC.

By: Matthew S. Wagner

Name: Matthew S. Wagner

Title: Senior Project Manager

Date: January 23, 2026

Attest: _____

Date: _____

Approval: _____

Authorized Reviewer Signature

Name: Bryan Page

Title: Vice President

Exhibit A to Task Order #2021-28

Rochester International Airport (RST)
Rochester, Minnesota

Scope of Services for
Airport Surveillance Radar (ASR)-11 Fiberoptic Communication Cable Relocation Engineering Design, Bidding & Construction Administration Services

January 22, 2026

The scope of services for this Task Order includes design, bidding & construction administration (CA) services for the proposed relocation of the existing ASR-11 fiberoptic communication cables, which extend from the Air Traffic Control Tower (ATCT), across the airfield to the ASR-11 site. Federal Aviation Administration (FAA) and Sponsor (Airport) responsibilities related to the relocation of the ASR-11 fiberoptic communication cables are detailed in the FAA Reimbursable Agreement (RA) AJW-FN-CSA-25-GL-007058.

Project Understanding

Phase 4 of RST's Runway 3/21 improvement project required the movement of approximately 2 million cubic yards of earthwork from the Runway Visibility Zones (RVZs) near the runway-runway intersection to the proposed runway and taxiway extensions to the south. The as-bid project contained provisions for the contractor to lower the existing ASR-11 fiberoptic communication cables as the grade was being lowered by up to 20 feet in the RVZ. At the time of bidding, it was not known that the communication cables were encased in a concrete duct bank that included a series of manholes and handholes.

Unable to lower the existing communication cables, the Phase 4 contractor worked around the cable route through the construction site, staying a minimum of 25 feet from the cable, leaving an approximate 20,000 cubic yard berm of earth through the project site, obstructing the RPZ. Additional site grading was performed by the contractor under the Phase 4 project to allow for future placement of the berm once the fiberoptic communication cables are relocated.

This scope of work provides the necessary coordination, design, bidding and construction administration services to establish and construct a new concrete encased duct bank route and relocate the FAA-owned ASR-11 fiberoptic communication cables. All work will be done in compliance with FAA requirements and is shown on the attached sketch.

This scope of services includes three separate tasks:

- Task 1 – Design
- Task 2 – Bid Administration
- Task 3 – Construction Observation & Project Closeout

Task 1 – Design

Subtask 1.1 – Coordination
Coordination will involve additional communication/coordination with the Airport, FAA, and Mn/DOT for establishing the AIP grant. During this process the Consultant will assist the Sponsor in applying for the grant. Tasks included in this process are:

- Assistance in completing the programming sheets (e.g. Pre-Application, Final Application etc.)
- Process Notice of Proposed Construction (Form 7460) including Construction Safety Phasing Plan (CSPP)
- Environmental Checklist documentation*
- Project Narrative
- Required photographic documentation of existing conditions

*Note: It is assumed the Environmental Documentation for this project will consist of a Categorical Exclusion (CatEx) under the required electrical equipment category. Processing the CatEx form is included in this effort. If more detailed environmental work is needed, it shall be done under a separate agreement.

Under this task, the Consultant will communicate the details of the project and will provide information as necessary to gain approvals for the project. The Consultant will also coordinate design reviews with the Airport and FAA to review potential impacts to airport operations and ensure conformance with FAA standards.

Subtask 1.2 – Site Information Gathering
The Consultant will travel to the site to gather the necessary site information to complete the design. This will include obtaining a topographical survey and utility information to develop the plan sheets for the required grading as well as standard FAA details for use in the design.

Subtask 1.3 – Engineering Narrative Report
The Consultant will provide a narrative report identifying the findings of the information gathering. The report will provide a sketch of the proposed relocated ASR-11 fiberoptic route as well as other design considerations. The report will also include an anticipated schedule and opinion of probable construction cost for the project.

Subtask 1.4 – Construction Plan Sheets
The Consultant will provide a design and a set of plans for the proposed project. The plan will include a title sheet, project layout and detail sheets.

Subtask 1.5 – Specifications and Contract Documents
Work under this task will include providing construction technical specifications and the contract legal documents (e.g. bid form, wage rates, state and FAA requirements) for the proposed project.

Subtask 1.6 – Construction Safety Phasing Plan (CSPP) / 7460

The Consultant shall prepare a Construction Safety Phasing Plan (CSPP) for the project in accordance with Federal Advisory Circular (AC) 150/5370-2G. Consultant shall complete a project Operations Plan sheet that will depict the proposed improvements and show operational safety requirements on the Airport during construction per AC 150/5370-2G. This work will also require development of a Safety Plan Compliance Document (SPCD) for monitoring compliance with the plan. This task will include assisting the Contractor in developing the SPCD plan and all coordination, edits and approvals of the plan with the FAA.

The Consultant will prepare FAA Form 7460-1 for the project, review the information with FAA and upload information utilizing the FAA Obstruction Evaluation/Airport Airspace Analysis (OE/AAA) website.

Subtask 1.7 – Meetings

The Consultant will prepare for and attend meetings with FAA and MnDOT for discussing the proposed project with the stakeholder agencies. The Consultant will meet with the agencies as needed to discuss progress and design review comments. The Consultant will also provide design review updates to the Airport and communicate via telecom the progress of the project.

Task 2 – Bid Administration

Subtask 2.1 – Furnish Bid Documents

Consultant shall prepare and electronically distribute bidding documents to interested contractors and suppliers. The consultant shall keep a current list of plan holders and distribute this to interested parties upon request. This effort also includes distribution of sets to the Airport, MnDOT and FAA. Final bid documents shall also be provided to the aforementioned stakeholders in pdf and paper, upon request. Distribution of plans will include up to five (5) copies on 11”x17” paper and up to five (5) on 22”x34” paper. This task also includes coordination required to facilitate these requests.

Subtask 2.2 – Respond to Bidders Questions

During the bidding process, the Consultant will be available to clarify bidding issues with contractors and suppliers, and for consultation with the various entities associated with the project. This item also includes contacting bidders to generate interest in the project.

Subtask 2.3 – Prepare and Distribute Addenda

Consultant shall issue addenda as appropriate to interpret, clarify, or change the bidding documents as required by the Airport, MnDOT or FAA. Addenda will be made available to the plan holders either through electronic mail or by posting to the project bid site.

Subtask 2.4 – Pre-bid Meeting

Consultant shall arrange for and conduct a Pre-Bid Meeting. The Project Manager and Project Engineer will attend and conduct the meeting with potential contractors and the Airport to review the project and answer questions. The meeting will be conducted at the Airport and will include a site visit. Meeting minutes will be prepared and distributed.

Subtask 2.5 – **Bid Opening**
Consultant shall attend the bid opening in-person at City Hall, as identified in the Bid Advertisement and to process the bid documents.

Subtask 2.6 – **Bid Review and Tabulation**
Consultant shall advise the Sponsor as to the acceptability of any subcontractors, suppliers, and other persons and organizations proposed by the bidders and as to the acceptability of substitute materials and equipment proposed by bidders. The Consultant shall prepare a spreadsheet that includes all bid items for the purpose evaluating the lowest bidder. The Consultant shall input the as-bid unit prices into the spreadsheet and to verify mathematical computations of the bids. The Consultant will then provide recommendations to the Sponsor as to the name of the apparent low bidder.

Subtask 2.7 – **Prepare Recommendation of Award**
The Consultant will prepare a Recommendation of Award for the Sponsor to accept or reject the bids as submitted. If rejection is recommended, the Consultant will supply an explanation for their recommendation and possible alternative actions the Sponsor can pursue to complete the project. Once the Contract Award is made the Consultant will distribute the bid tabulations on request of the Sponsor.

Task 3 – Construction Observation & Project Closeout

Subtask 3.1 Construction Observation & **Project Closeout**
The Project Engineer and Resident Project Representative (RPR) will provide shop drawing reviews and construction observation throughout the project duration and prepare the final closeout documentation as required. Included in this effort are:

- Shop Drawing Reviews
- Full-time Construction Observation
- Final Punch List
- Record Drawings
- Project Closeout

Deliverables

- Engineering Narrative Report
- Categorical Exclusion Document
- CSPP and 7460-1
- Project Bidding Documents
- Final Closeout Report

Remarks:

- For paper reduction reasons, the deliverables shall be delivered in electronic format, unless otherwise requested.
- This agreement does not include any hazardous material mitigation.

End of Exhibit A

Task Order #2021-28 - Exhibit B RST ASR-11 Communication Cable Relocation Fee Proposal

AIRPORT: Rochester International Airport
LOCATION: Rochester, Minnesota
AIP PROJECT NO. TBD
PROJECT DESCRIPTION: Design, Bidding, & CA Services for ASR-11 Communication Cable Relocation

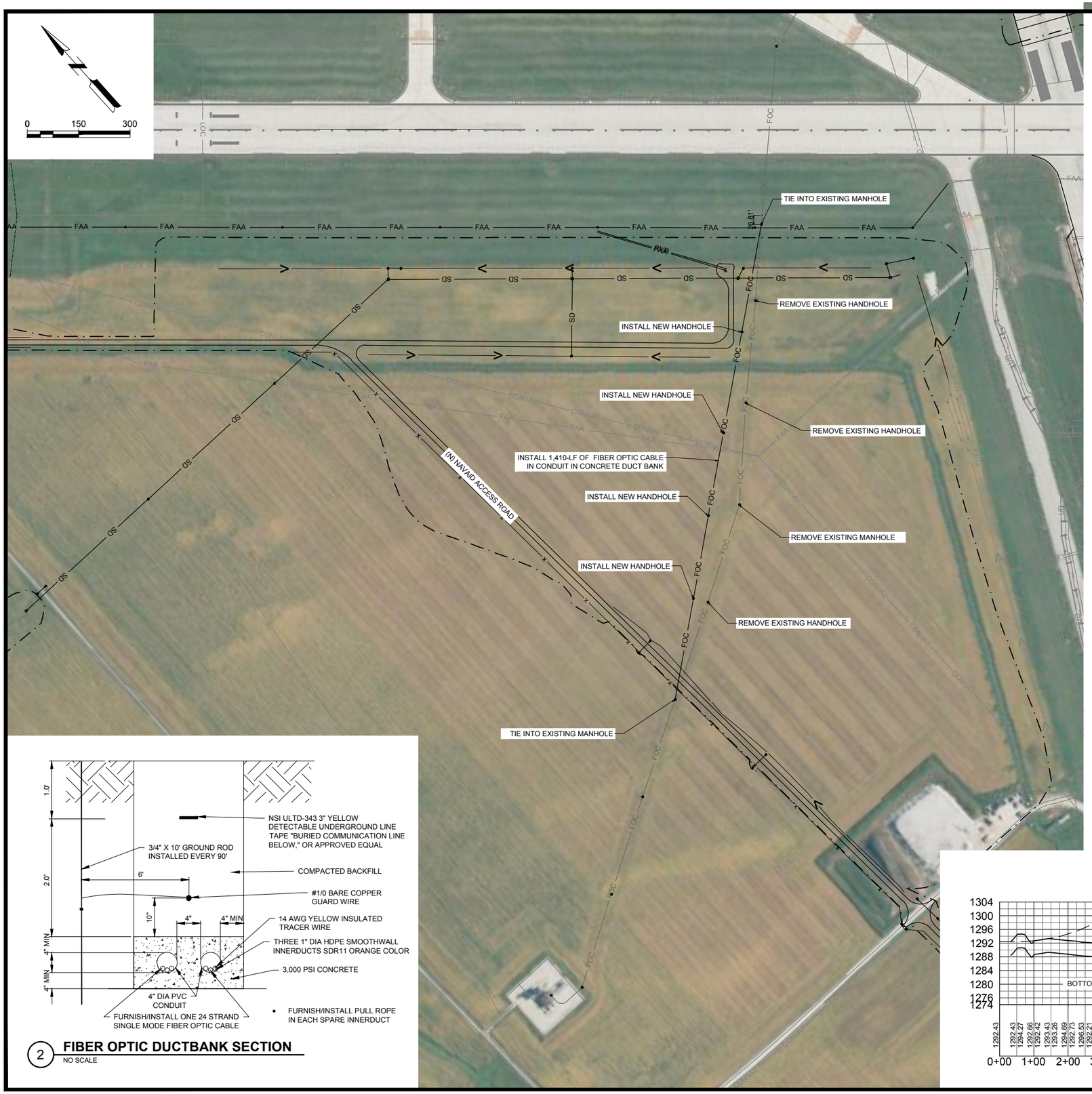
CLIENT RST
PROJ. No: R2879900-252696.01
DATE: 1/22/26
REV. NO:

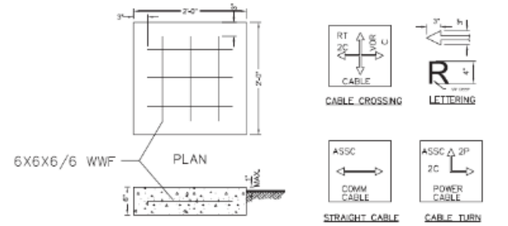
	Work Scope	Engineering Fee
	TASK 1 - DESIGN	
1.1	Coordination	$7,598.00
1.2	Site Information Gathering	$5,743.00
1.3	Engineering Narrative Report	$2,427.00
1.4	Construction Plan Sheets	$15,651.00
1.5	Specifications and Contract Documents	$6,731.00
1.6	Construction Safety Phasing Plan	$2,090.00
1.7	Meetings	$5,901.00
	Expenses	$897.75
	SUBTOTAL TASK 1	$47,038.75
	TASK 2 - BID ADMINISTRATION	
2.1	Furnish Bid Documents	$1,846.00
2.2	Respond to Bidders Questions	$1,440.00
2.3	Prepare and Distribute Addenda	$1,429.00
2.4	Prebid Meeting	$4,584.00
2.5	Bid Opening	$1,422.00
2.6	Bid Review and Tabulation	$1,530.50
2.7	Prepare Recommendation of Award	$942.50
	Expenses	$1,566.50
	SUBTOTAL TASK 2	$14,760.50
	TASK 3 - CONSTRUCTION OBSERVATION & PROJECT CLOSEOUT	
3.1	Construction Observation & Project Closeout	$34,286.00
	Expenses	$3,704.50
	SUBTOTAL TASK 3	$37,990.50
TOTAL MEAD & HUNT FEES		**$99,789.75**

Item No.		Principal $371.00	Sr. Project Manager $336.00	Project Engineer $237.00	Electrical Engineer $226.00	Engineer III / Planner III $184.00	Surveyor $163.00	Tech IV $167.00	Project Assistant II $104.00	Total Hours		Cost Summary
	TASK 1 - DESIGN											
1.1	**Coordination**											
	Estimated Total Man-hours	**1**	**8**	**8**	**4**	**8**	**1**	**0**	**1**	**31**		$7,598.00
	Summary Costs	$371.00	$2,688.00	$1,896.00	$904.00	$1,472.00	$163.00	$0.00	$104.00			**$7,598.00**
1.2	**Site Information Gathering**											
	Estimated Total Man-hours	**1**	**2**	**6**	**4**	**4**	**8**	**2**	**0**	**27**		$5,743.00
	Summary Costs	$371.00	$672.00	$1,422.00	$904.00	$736.00	$1,304.00	$334.00	$0.00			**$5,743.00**
1.3	**Project Engineering Narrative Report**											
	Estimated Total Man-hours	**0**	**1**	**3**	**3**	**2**	**0**	**2**	**0**	**11**		$2,427.00
	Summary Costs	$0.00	$336.00	$711.00	$678.00	$368.00	$0.00	$334.00	$0.00			**$2,427.00**
1.4	**Construction Plan Sheets**											
	Estimated Total Man-hours	**1**	**4**	**12**	**8**	**24**	**4**	**24**	**2**	**79**		$15,651.00
	Summary Costs	$371.00	$1,344.00	$2,844.00	$1,808.00	$4,416.00	$652.00	$4,008.00	$208.00			**$15,651.00**
1.5	**Specifications and Contract Documents**											
	Estimated Total Man-hours	**1**	**4**	**8**	**8**	**6**	**0**	**0**	**2**	**29**		$6,731.00
	Summary Costs	$371.00	$1,344.00	$1,896.00	$1,808.00	$1,104.00	$0.00	$0.00	$208.00			**$6,731.00**
1.6	**Construction Safety Phasing Plan**											
	Estimated Total Man-hours	**0**	**1**	**4**	**0**	**2**	**0**	**2**	**1**	**10**		$2,090.00
	Summary Costs	$0.00	$336.00	$948.00	$0.00	$368.00	$0.00	$334.00	$104.00			**$2,090.00**
1.7	**Meetings**											
	Estimated Total Man-hours	**1**	**6**	**6**	**6**	**4**	**0**	**0**	**0**	**23**		$5,901.00
	Summary Costs	$371.00	$2,016.00	$1,422.00	$1,356.00	$736.00	$0.00	$0.00	$0.00			**$5,901.00**
	Expenses										**Rate**	
	Mileage	0	250	0	0	250	250	0	0	750 Miles	$0.725	$543.75
	Lodging	0	0	0	0	0	0	0	0	0 Days	$110.00	$0.00
	Meals	0	1	0	0	1	1	0	0	3	$68.00	$204.00
	Reproductions	0	0	0	0	0	0	0	0	0	$100.00	$0.00
	Survey Materials	0	0	0	0	0	1	0	0	1	$150.00	$150.00
											Total Expenses	**$897.75**
											TASK 1 - DESIGN TOTAL	**$47,038.75**

Item No.		Principal $371.00	Sr. Project Manager $336.00	Project Engineer $237.00	Electrical Engineer $226.00	Engineer III / Planner III $184.00	Surveyor $163.00	Tech IV $167.00	Project Assistant II $104.00	Total Hours		Cost Summary
	TASK 2 - BID ADMINISTRATION											
2.1	**Furnish Bid Documents**											
	Estimated Total Man-hours	**0**	**1**	**2**	**0**	**2**	**0**	**4**	**0**	**9**		$1,846.00
	Summary Costs	$0.00	$336.00	$474.00	$0.00	$368.00	$0.00	$668.00	$0.00			**$1,846.00**
2.2	**Respond to Bidders Questions**											
	Estimated Total Man-hours	**0**	**1**	**3**	**1**	**0**	**0**	**1**	**0**	**6**		$1,440.00
	Summary Costs	$0.00	$336.00	$711.00	$226.00	$0.00	$0.00	$167.00	$0.00			**$1,440.00**
2.3	**Prepare and Distribute Addenda**											
	Estimated Total Man-hours	**0**	**1**	**2**	**2**	**0**	**0**	**1**	**0**	**6**		$1,429.00
	Summary Costs	$0.00	$336.00	$474.00	$452.00	$0.00	$0.00	$167.00	$0.00			**$1,429.00**
2.4	**Prebid Meeting**											
	Estimated Total Man-hours	**0**	**8**	**8**	**0**	**0**	**0**	**0**	**0**	**16**		$4,584.00
	Summary Costs	$0.00	$2,688.00	$1,896.00	$0.00	$0.00	$0.00	$0.00	$0.00			**$4,584.00**
2.5	**Bid Opening**											
	Estimated Total Man-hours	**0**	**0**	**6**	**0**	**0**	**0**	**0**	**0**	**6**		$1,422.00
	Summary Costs	$0.00	$0.00	$1,422.00	$0.00	$0.00	$0.00	$0.00	$0.00			**$1,422.00**
2.6	**Bid Review and Tabulation**											
	Estimated Total Man-hours	**0.5**	**1**	**2**	**0**	**2**	**0**	**1**	**0**	**6.5**		$1,530.50
	Summary Costs	$185.50	$336.00	$474.00	$0.00	$368.00	$0.00	$167.00	$0.00			**$1,530.50**
2.7	**Prepare Recommendation of Award**											
	Estimated Total Man-hours	**0.5**	**1**	**1**	**0**	**1**	**0**	**0**	**0**	**3.5**		$942.50
	Summary Costs	$185.50	$336.00	$237.00	$0.00	$184.00	$0.00	$0.00	$0.00			**$942.50**
	Expenses										**Rate**	
	Mileage	0	250	250	0	0	0	0	0	500 Miles	$0.725	$362.50
	Lodging	0	0	0	0	0	0	0	0	0 Days	$110.00	$0.00
	Meals	0	1	2	0	0	0	0	0	3	$68.00	$204.00
	Reproductions	0	0	0	0	0	0	0	0	10	$100.00	$1,000.00
	Other	0	0	0	0	0	0	0	0	0	$0.00	$0.00
											Total Expenses	**$1,566.50**

Item No.	Principal $371.00	Sr. Project Manager $336.00	Project Engineer $237.00	Electrical Engineer $226.00	Engineer III / Planner III $184.00	Surveyor $163.00	Tech IV $167.00	Project Assistant II $104.00	Total Hours		Cost Summary
									TASK 2 - BID ADMINISTRATION TOTAL		**$14,760.50**
Item No.	Principal $371.00	Sr. Project Manager $336.00	Project Engineer $237.00	Electrical Engineer $226.00	Engineer III / Planner III $184.00	Surveyor $163.00	Tech IV $167.00	Project Assistant II $104.00	Total Hours		Cost Summary
TASK 3 - CONSTRUCTION OBSERVATION & PROJECT CLOSEOUT											
3.1 **Construction Observation & Project Closeout**											
Estimated Total Man-hours	**2**	**24**	**24**	**8**	**80**	**8**	**8**	**6**	**160**		$34,286.00
Summary Costs	$742.00	$8,064.00	$5,688.00	$1,808.00	$14,720.00	$1,304.00	$1,336.00	$624.00			**$34,286.00**
Expenses										**Rate**	
Mileage	0	500	500	0	1500	0	0	0	2500 Miles	$0.725	$1,812.50
Lodging	0	0	0	0	4	0	0	0	4 Days	$110.00	$440.00
Meals	0	2	2	0	10	0	0	0	14	$68.00	$952.00
Reproductions	0	0	0	0	0	0	0	0	5	$100.00	$500.00
Other	0	0	0	0	0	0	0	0	0	$0.00	$0.00
										Total Expenses	**$3,704.50**
									TASK 3 - CONSTRUCTION OBSERVATION & PROJECT CLOSEOUT TOTAL		**$37,990.50**



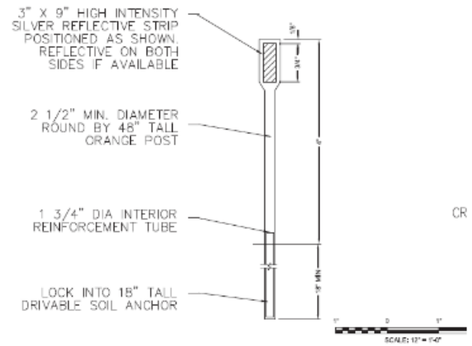


MARKERS SHALL BE INSTALLED OVER DUCTS, CHANGE IN DIRECTION OF CABLE RUN, AT CABLE CROSSINGS, AND AT 200' MAX. INTERVALS FOR STRAIGHT RUNS. MARKER SURFACE SHALL BE TROWEL FINISHED AND PAINTED WITH INTERNATIONAL ORANGE PAINT MANUFACTURED FOR UNCURED CONCRETE.

SCALE: 1" = 1'-0"

D DETAIL-BURIED CABLE MARKER

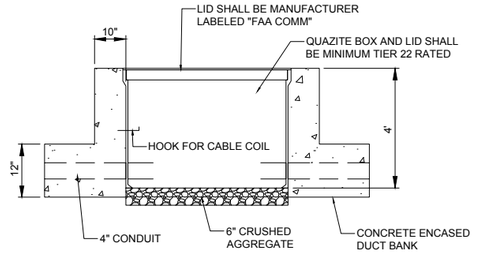
SCALE: 1" = 1'-0"



C DETAIL-BURIED CABLE MARKER

SCALE: 1"-0" = 1'-0"

1. INSTALL REFLECTIVE POLE MARKERS AT NEW QUAZITE BOXES AND CABLE MARKERS
2. INSTALL CONCRETE CABLE MARKERS LABELED "FAA-COMM" EVERY 200' ALONG NEW DUCT BANK (LETTERING IS 4" HIGH, 3" WIDE AND 1/2" DEEP)

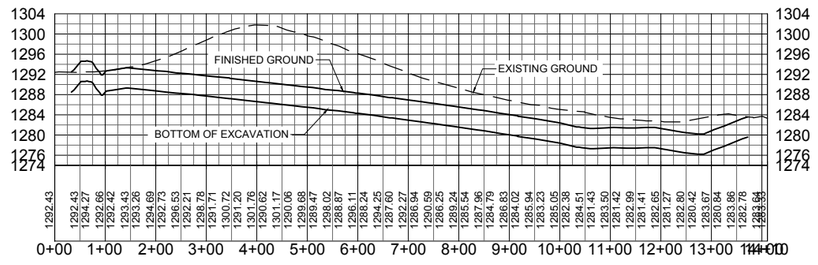


1 QUAZITE BOX DETAIL

NO SCALE

2 FIBER OPTIC DUCTBANK SECTION

NO SCALE



Mead & Hunt

Mead and Hunt, Inc.
7900 International Drive, Suite 980
Bloomington, MN 55425
phone: 952-941-5619
meadhunt.com

ROCHESTER INTERNATIONAL AIRPORT | MN

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I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

SIGNATURE: _____

PRINT NAME: _____

DATE: _____ LICENSE #: _____

ROCHESTER INTERNATIONAL AIRPORT
RUNWAY 3/21 PHASE 4: RVZ & RUNWAY 3 EXTENSION GRADING

7600 HELGERSON DRIVE SW
ROCHESTER, MN 55902

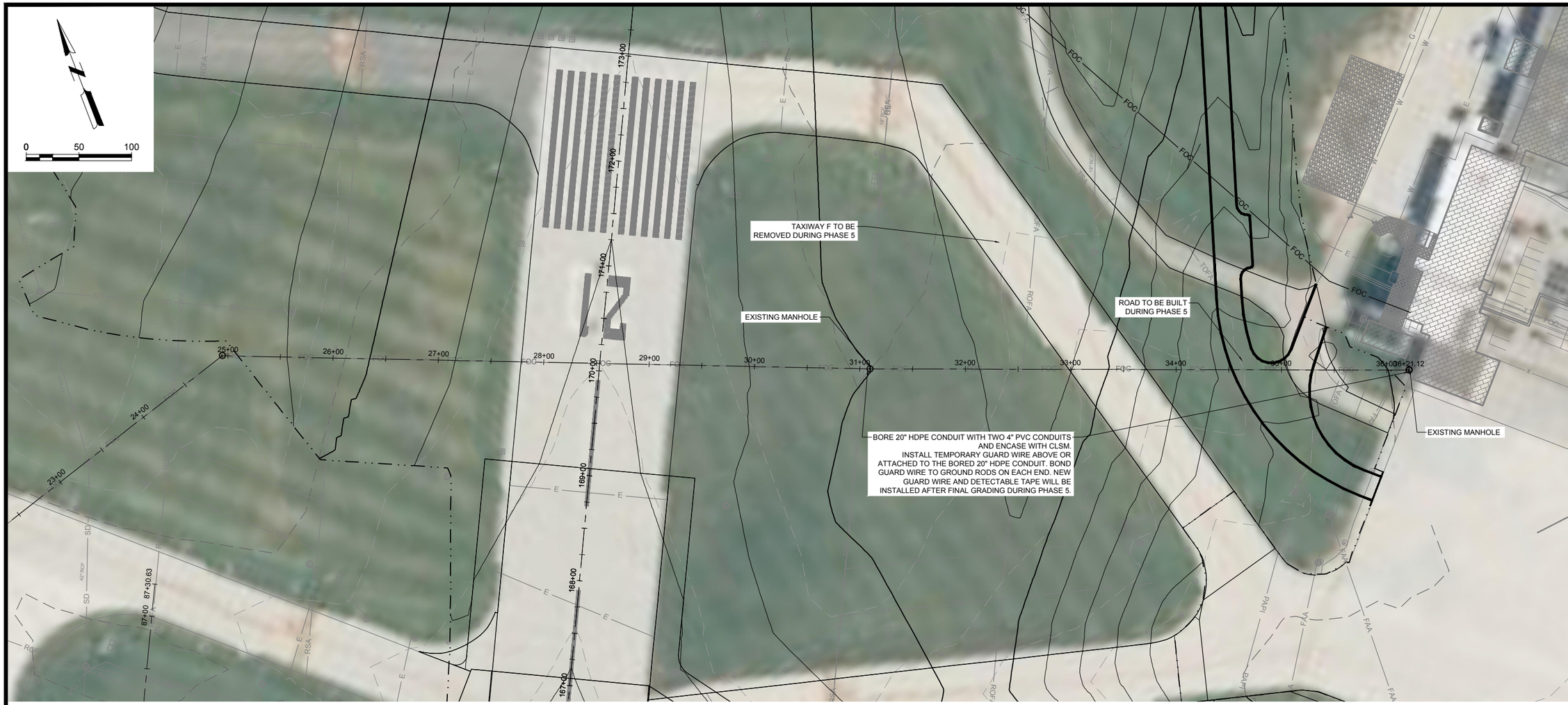
ISSUE

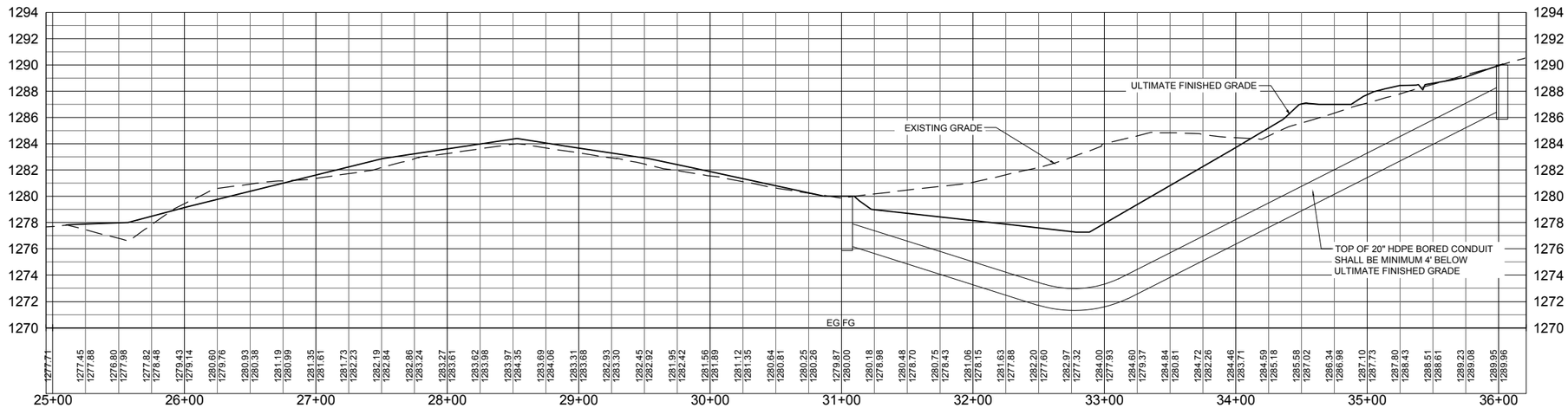
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M&H NO.: 2879900-182021.06
DATE:
DESIGNED BY:
DRAWN BY:
CHECKED BY:
DO NOT SCALE DRAWINGS

SHEET CONTENTS

SHEET NO.

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Mead & Hunt

Mead and Hunt, Inc.
7900 International Drive,
Suite 980
Bloomington, MN 55425
phone: 952-941-5619
meadhunt.com

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I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

SIGNATURE: _____

PRINT NAME: _____

DATE: _____ LICENSE #: _____

ROCHESTER INTERNATIONAL AIRPORT
RUNWAY 3/21 PHASE 4: RVZ & RUNWAY 3 EXTENSION GRADING
7600 HELGERSON DRIVE SW
ROCHESTER, MN 55902

ISSUED

AIP NO.: 3-27-0084-49-24
M&H NO.: 2879900-182021.06
DATE:
DESIGNED BY:
DRAWN BY:
CHECKED BY:
DO NOT SCALE DRAWINGS

SHEET CONTENTS

SHEET NO.

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CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Downtown Historic District Property Preservation Program Funding

MEETING DATE:
February 18, 2026

ORIGINATING DEPT:
City Administration

AGENDA SECTION:
Consent Agenda

PRESENTER:
Josh Johnsen

Action Requested:

1. Adopting a Resolution authorizing Downtown Property Preservation Program funding (GSIA) in the amount of $500,000 for the property located at 7 2nd Street SW.
2. Adopting a Resolution authorizing Downtown Property Preservation Program funding (GSIA) in the amount of $6,320 for the property located at 22 3rd Street SW.

Report Narrative:

On January 22, 2024, the City Council made the decision to designate the Downtown Commercial Historic District as a Local Historic Landmark District. The Resolution approving the designation also approved the development of financial assistance programs.

On June 3, 2024, the City Council approved the Heritage Preservation Incentives package for the Downtown Commercial Historic District. The following financial incentives (both loan and grant programs) have been developed with the intention that they be used by historic district businesses and property owners to promote the preservation of historic properties while encouraging investment in the Downtown Commercial Historic District.

The Destination Medical Center Corporation (DMCC) Board approved this project application for funding under the DMC Downtown Infrastructure Investment Program at its February 5, 2026, meeting. Staff recommendations and the requirements for the proposed project are summarized below.

Property #1:
Address: 7 2nd Street SW
Commonly Known As: Olmsted County Bank Building
Applicant: Capital Ventures, Melissa Niichel
Recommended DMC GSIA Match (50%): $500,000
Total Project Cost: $17,377,300
Category of Investment: Building Safety & Preservation, Adaptive Reuse.
Project Description: Exterior envelope preservation and interior reuse.

Description of improvements:
The project proposes the rehabilitation and adaptive reuse of the Olmsted County Bank Building as part of a broader $17.4 million boutique hotel redevelopment, which includes a three-story addition that has already received a Certificate of Appropriateness from the Historic Preservation Committee. The request seeks $500,000 in Historic District Infrastructure Investment funds for eligible improvements to the existing structure only. DMC funding would support exterior stabilization and restoration, along with

interior improvements needed to return the building to active use, including activation of street-level commercial space.

Property #2:
Address: 22 3rd Street SW
Commonly Known As: Kruesel's
Applicant: NYSEL Inc.
Recommended DMC GSIA Match (50%): $6,320
Total Project Cost: $12,840
Category of Investment: Building Safety and Preservation
Project Description: Stairs, windows, and sprinklers.

Description of improvements:
This project consists of targeted improvements to an existing building within downtown Rochester's Historic District, including upgrades to stair systems, window improvements, and installation of a fire sprinkler system. The scope of work focuses on addressing life-safety needs, improving building functionality, and supporting continued occupancy and commercial use.

The program includes three main financial incentives:
Infrastructure Investment Program: **(This is the program and funding source under request)**

- Up to $500,000 per contributing property using DMC General State Infrastructure Aid (GSIA).
- 50% match by other non-DMC funds.
- Eligible Expenses: Permanent physical improvement to the building that meets DMC's definition of "public infrastructure project." Program categories include adaptive reuse, building system upgrades, building safety and preservation, code modernization, and exterior improvements.
- Funds available until 12/31/2029 or until funds are exhausted or re-allocated.

Revolving Loan Fund:

- Offers up to $200,000 per eligible property through December 29, 2029 (or until funding runs out) using City Economic Vitality Funds.
- The term of the loan is 10 years with 0% interest.
- Covers costs such as systems and structural repairs, roofing, exterior preservation, restoration, rehabilitation, and adaptive reuse.
- Includes up to $20,000 in loan forgiveness per residential unit created to promote upper-floor housing (ground-floor residential is not eligible)

Pre-Renovation Grant:

- Provides up to $20,000 per project for soft costs related to building renovations using City Economic Vitality funds. Covers expenses like historic consultation, architectural design, feasibility, studies, and financial assessments.
- Requires a minimum of 50% match for eligible expenses.
- Runs concurrently with the revolving loan fund over the same 5-year period.

Funding Disbursement:
Reimbursement Basis: Funding will be made available on a reimbursement basis upon completion of verified project milestones.

These projects are a significant step forward in preserving and enhancing historic properties in the Downtown Commercial Historic District and align with the objective of the DMC Development Plan.

Priorities & Foundational Principles:

Economic Resilience
Social Equity

Policy Considerations & DEI Impact:
The Heritage Preservation Program is identified in The City Comprehensive Plan, Planning 2 Succeed (P2S), as part of the vision to provide high-quality environments. Protecting historic properties to promote the City's unique character & economic viability, while creating vibrant public spaces, attracting economic growth, fostering civic pride, and conserving resources are all aspects of landmark designation, which is the cornerstone of the Heritage Preservation Program.

Prior Legislative Actions & Community Engagement:
January 22, 2024: Council Meeting - Landmark designation of the Downtown Commercial Historic District
May 6, 2024: Council Meeting - Ordinance First Reading for landmark designation
June 3, 2024: Approval of the Heritage Preservation Incentives Package for Downtown CommercialHistoric District
February 5, 2026: DMCC Board – Approval of the funding applications

Fiscal & Resource Impact:
Funding provided through DMC general state infrastructure aid. The downtown property preservation program fund to establish the Infrastructure Investment Program was approved at the DMCC board on May 23, 2024.

Alternative Action(s):
No suggested alternative actions at this time.

Prepared By:
Joshua Johnsen

Attachments:
Resolution - Historic District Incentives Request 7 2nd St SW

Resolution- Historic District Incentives Request 22 3rd St SW

RESOLUTION

Adopting A Resolution Approving Downtown Property Preservation Program Funding Request for 7 2nd Street SW

WHEREAS, On January 22, 2024, the City of Rochester (the "City") established a downtown commercial historic district of thirty-two properties (the "Commercial Historic District District") located within the development district boundaries as adopted in the Development Plan (the "Development District"); and

WHEREAS, On May 23, 2024, the DMCC established a downtown property preservation program (the "Program"). The Program provides an application and a general state infrastructure aid funding process for public infrastructure projects within the Commercial Historic District; and

WHEREAS, The Program provides an opportunity of funding up to 50% of a capital improvement project (not to exceed $500,000 per property) within the Commercial Historic District if such project (i) meets the definition of a "public infrastructure project" (as defined in Minnesota Statutes, Section 469.40, subdivision 11); (ii) lies within the Development District and is defined as a "contributing property" within the Commercial historic District; (iii) is consistent with the Development Plan; (iv) achieves a capital improvement that is intended to be a permanent asset of the Commercial Historic District; and (v) satisfies certain statutory requirements, including prevailing wages and use of American-made structural steel, as well as local requirements, such as sustainable building standard, women and minority-owned construction contracting, and workforce development (collectively, the "Program Requirements"); and

WHEREAS, The final payment will be based on the actual costs and will not exceed 50% of the Proposed Project Cost; and

WHEREAS, The owner of property located at 7 2nd Street SW has requested funding under the Program for a project that will include exterior envelope preservation and interior reuse (the "Proposed Project"); and

WHEREAS, The Destination Medical Center Corporation (DMCC) has approved the Proposed Project on February 5, 2026, DMCC Board Meeting; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Rochester, MN, that the Council adopts the Downtown Property Preservation Program funding request in the amount of $500,000 for the property located at 7 2nd Street SW.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF ROCHESTER, MINNESOTA, THIS _____ DAY OF _____, 2026.

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF _____, 2026.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

RESOLUTION

Adopting A Resolution Approving Downtown Property Preservation Program Funding Request for 22 3rd Steet

WHEREAS, On January 22, 2024, the City of Rochester (the "City") established a downtown commercial historic district of thirty-two properties (the "Commercial Historic District District") located within the development district boundaries as adopted in the Development Plan (the "Development District"); and

WHEREAS, On May 23, 2024, the DMCC established a downtown property preservation program (the "Program"). The Program provides an application and a general state infrastructure aid funding process for public infrastructure projects within the Commercial Historic District; and

WHEREAS, The Program provides an opportunity of funding up to 50% of a capital improvement project (not to exceed $500,000 per property) within the Commercial Historic District if such project (i) meets the definition of a "public infrastructure project" (as defined in Minnesota Statutes, Section 469.40, subdivision 11); (ii) lies within the Development District and is defined as a "contributing property" within the Commercial historic District; (iii) is consistent with the Development Plan; (iv) achieves a capital improvement that is intended to be a permanent asset of the Commercial Historic District; and (v) satisfies certain statutory requirements, including prevailing wages and use of American-made structural steel, as well as local requirements, such as sustainable building standard, women and minority-owned construction contracting, and workforce development (collectively, the "Program Requirements"); and

WHEREAS, The final payment will be based on the actual costs and will not exceed 50% of the Proposed Project Cost; and

WHEREAS, The owner of property located at 22 3rd Street SW has requested funding under the Program for a project that will include stairs, windows, and sprinklers (the "Proposed Project"); and

WHEREAS, The Destination Medical Center Corporation (DMCC) has approved the Proposed Project on February 5, 2026, DMCC Board Meeting; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Rochester, MN, that the Council adopts the Downtown Property Preservation Program funding request in the amount of $6,320 for the property located at 22 3rd Street SW.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF ROCHESTER, MINNESOTA, THIS _____ DAY OF _____, 2026.

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF _____, 2026.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

Public Hearing Participation Guidelines

Public hearings are an opportunity to provide input to the Council about a specific item, action, or project going in front of the Council for approval.

- ✓ For public hearings about various development projects, the applicant (and/or applicant's representative) may present for a total of 10 minutes prior to the start of the public hearing and may provide a rebuttal of up to 5 minutes after the public hearing has closed.
- ✓ The applicant may also answer informational questions from the Council until a motion has been made, after which all external comments end.
- ✓ All public hearing speakers will be limited to 5 minutes each.
- ✓ Public hearing speakers may only speak once during a given public hearing.
- ✓ The public hearing speaker shall provide their name.
- ✓ Groups who have a similar view on the subject matter of the hearing are encouraged to designate a spokesperson. This spokesperson does not receive extra time.
- ✓ A public hearing speaker may yield their remaining time to another. A public hearing speaker who yields their time may not speak again once the allotted 5 minutes are spent.
- ✓ When appropriate, priority will be given to those public hearing speakers who may be immediately impacted by the Council's decision, e.g. neighborhood residents.
- ✓ A timer will be used to manage public hearing speaker times.
- ✓ Currently no virtual participation option is available. If you are unable to attend in-person to provide public comment, or you would prefer to submit your comments through a different medium, the following contact methods are also available:
  - Email the City by Noon on the day of the meeting at the email address publiccomment@rochestermn.gov and your comment will be distributed to the City Council prior to the meeting that day.
  - Fill out a written open comment form in-person at the Council Meeting and give it to the Clerk.
  - Send an open comment In the mail to:

City of Rochester - City Clerk
201 4th St SE, Ste 135
Rochester, MN 55904

  - Send an email to your individual Councilmember – find their email addresses on the City's website under City Council – Council Members.
  - Send an email to the full Council at citycouncil@rochestermn.gov.

Questions? Contact the City Clerk's Office: 507-328-2900 or cityclerk@rochestermn.gov

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Conditional Use Permit No. CD2025-007CUP, by ML Group I, LLC

MEETING DATE:
February 18, 2026

ORIGINATING DEPT:
Community Development

AGENDA SECTION:
Public Hearings

PRESENTER:
Elliot Mohler

Action Requested:

Adopting a Resolution approving Conditional Use Permit No. CD2025-007CUP, by ML Group I, LLC, for the placement of excavated fill within the 100-year Flood Prone subdistrict and compensatory storm water area improvement for the future development of a multifamily development project.

Report Narrative:

The applicant, ML Group I, LLC, is requesting a Floodplain Development Permit for the placement of excavated fill within the Flood Prone subdistrict and compensatory storm water storage area improvement for the future development of a multifamily development project.

Due to the location of the placement of fill and compensatory storage in the Flood Prone subdistrict, the Floodplain Development Permit must be approved by the Common Council through the Conditional Use Permit process. This process allows for a public hearing and enables the Planning Commission, Council, and City teams to collaborate on developing appropriate conditions of approval that mitigate on-site exposure to flood hazards and prevent negative downstream effects.

On January 6, 2025, the Council adopted a negative declaration for the need of an Environmental Impact Statement (EIS), finding that the information provided in the submitted Environmental Assessment Worksheet (EAW) was sufficient. Since the adoption of this Record of Decision, the applicant has worked closely with Community Development and Public Works to determine the appropriate development process. Due to the presence of a floodplain on the property, the applicant is responsible for ensuring the site has adequate compensatory storage to prevent an increase in flood exposure on-site and to mitigate any downstream effects. The applicant provided preliminary grading and storm water plans for review. These documents are necessary to provide preliminary analysis of the existing conditions on-site and downstream, as well as potential future conditions after the placement of fill and development.

The Development Review Team is recommending approval with the following conditions:

1. The work contained within the Conditional Use Permit is subject to a grading permit approval. No work may commence until a grading permit has been obtained.

2. Any permanent or temporary wetland impacts will need to be permitted with the Technical Evaluation panel prior to any work commencing.

3. A second Floodplain Development Permit is required for future construction of buildings on the site.

Priorities & Foundational Principles:
Responsible Environmental Stewardship
Inclusive Growth Management

Policy Considerations & DEI Impact:
The project achieves the Comprehensive core principles of Maintaining a Commitment to Health, Wellness, and the Environment and Championing Social Equity and Environmental Justice. The City must make conscious decisions to ensure fiscally and environmentally sustainable growth by following best management practices. Applications such as the Floodplain Development Permit allow City teammates to review information related to environmental sensitivities on properties and to provide proper guidance for how development may occur.

Prior Legislative Actions & Community Engagement:
October 15, 2024: Environmental Quality Board - West Meadows EAW was published in the EQB Monitor
October 15, 2024: Environmental Quality Board - 30-day public comment period begins
November 14, 2024: Environmental Quality Board - 30-day public comment period ends
January 6, 2025: Council - Adopts Record of Decision declaring no need for an Environmental Impact Statement (EIS)
January 28, 2026: Planning Commission - Forwards a recommendation approving CD2025-007CUP with three conditions

Fiscal & Resource Impact:
All costs associated with the project are the responsibility of the developer.

Alternative Action(s):
There are no alternative actions recommended at this time.

Prepared By:
Elliot Mohler

Attachments:
Community Development Memo - CD2025-007CUP West Meadows

Notification Map - CD2025-007CUP West Meadows

Site Location Map - CD2025-007CUP West Meadows

Applicant Narrative - CD2025-007CUP West Meadows

Compensatory Storage Exhibit - CD2025-007CUP West Meadows

NIM Minutes - CD2025-007CUP West Meadows

Review Comments - CD2025-007CUP West Meadows

Public Comment - CD2025-007CUP West Meadows

Resolution - CD2025-007CUP West Meadows

ROCHESTER COMMUNITY DEVELOPMENT

City of Rochester
4001 West River Parkway NW, STE 100
Rochester, MN 55901-7090

Website: www.rochestermn.gov/cd
Email: communitydevelopment@rochestermn.gov
Phone: 507-328-2600

Rochester Planning and Zoning Commission — January 28, 2026

Prepared By: Rochester Community Development Department

Request: Conditional Use Permit #CD2025-007CUP, by ML Group I, LLC, for the placement of excavated fill.

Location: The site is located at the southeast corner of 45th Ave SW and Country Club Rd SW.

Applicant: ML Group I, LLC

Consultant: WSE Massey

PLANNING COMMISSION SUMMARY

Application Type: Floodplain Development Permit (CUP)

What is Considered: The Floodplain Development Permit process is intended to ensure that all development in the FPO – Floodplain Overlay complies with all applicable provisions in Section 60.200.040E and with all other provisions of this UDC and City regulations designed to reduce the risk of damage due to flooding. Construction within the Flood Prone designated area requires approval by the Common Council.

Approval Body: Rochester Common Council

Staff Recommendation: Approval, subject to the following conditions:

1. The work contained within the Conditional Use Permit is subject to a grading permit approval. No work may commence until a grading permit has been obtained.
2. Any permanent or temporary wetland impacts will need to be permitted with the Technical Evaluation Panel prior to any work commencing.
3. A second Floodplain Development Permit is required for future construction of buildings on the site.

PROJECT SUMMARY

The applicant, ML Group I, LLC, is requesting a Floodplain Development Permit for the placement of excavated fill within the Flood Prone subdistrict and compensatory stormwater storage area improvement for the future development of a multifamily development project.

Due to the location of the placement of fill and compensatory storage in the Flood Prone subdistrict, the Floodplain Development Permit must be approved by the Common Council through the Conditional Use Permit process. This process allows for a public

hearing and enables the Planning Commission, Common Council, and City teammates to collaborate on developing appropriate conditions of approval that mitigate on-site exposure to flood hazards and prevent negative downstream effects.

On January 6, 2025, the Rochester Common Council adopted a negative declaration for the need of an Environmental Impact Statement (EIS), finding that the information provided in the submitted Environmental Assessment Worksheet (EAW) was sufficient. Since the adoption of this Record of Decision, the applicant has worked closely with Community Development and Public Works to determine the appropriate development process. Due to the presence of floodplain on the property, the applicant is responsible for ensuring the site has adequate compensatory storage to prevent an increase in flood exposure on-site and to mitigate any downstream effects. The applicant provided preliminary grading and stormwater plans for review. These documents are necessary to provide preliminary analysis of the existing conditions on-site and downstream, as well as potential future conditions after the placement of fill and development.

DEVELOPMENT REVIEW	
Land Use/ Zoning	The P2S Comprehensive Plan Land Use Designation of the subject site is Medium-Density Residential. The surrounding properties are guided for Low-Density Residential, with the property to the north guided as Mixed-Use Transit Supportive Corridor. The subject site is zoned R-3 (Medium Density Residential). North: Land to the north is zoned MX-S (Mixed-Use Street-Oriented) South: Land to the south is zoned R-2 (Single-Family Small Lot). West: Land to the west is in the process of being annexed and will be zoned R-2 (Single-Family Small lot). East: Land to the east is zoned R-2 (Single-Family Small Lot) and R-1 (Mixed Single-Family).
Streets and Access	A preliminary traffic report was provided through the Environmental Assessment Worksheet (EAW). A Traffic Impact Report will be required for future applications when the development is fleshed out.
Grading & Stormwater Management	All stormwater runoff from the proposed subdivision will be managed and treated by the stormwater management ponds shown on site. Civil Plans & Stormwater Management Plan approval will be required as part of the subdivision approval process for this property. Any private stormwater facilities will require the execution of a City-prepared Maintenance Declaration.
Wetlands/Decorah Edge/Floodplain	The applicant will need to work with the Technical Evaluation Panel on any wetland issues. The Local Government Unit in charge of the panel is Olmsted County. Floodplain is present on the property and requires this Floodplain Development Permit for the placement of fill in the Flood Prone subdistrict. A second Floodplain Development Permit will be required for the construction of the buildings themselves.

Public Facilities	Presently, there are inadequate on & off-site public facilities for development of the site. These facilities will be constructed as the site develops in the future.
Utilities	The applicant is working with the adjacent development (Pulte Homes of MN), Public Works, and RPU to extend utilities to both properties.

CONDITIONAL USE PERMIT REVIEW

The Planning Commission, as indicated in Table 300.01-1, shall approve a Conditional Use Permit if it determines that the proposed use will not create any of the following negative impacts.

1. Designed (or modified) and adequately anchored to prevent floatation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy.

The proposed project does not include the construction of a building. A future project that proposes the construction of a building will require a separate Floodplain Development Permit.

2. Constructed with materials and utility equipment resistant to flood damage.

The proposed project does not include the construction of a building. A future project that proposes the construction of a building will require a separate Floodplain Development Permit.

3. Constructed by methods and practices that minimize flood damage.

The proposed project does not include the construction of a building. A future project that proposes the construction of a building will require a separate Floodplain Development Permit.

4. Constructed with electrical, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to prevent water from entering or accumulating within the components during conditions of flooding at least as high as the regulatory Flood Protection Elevation.

The proposed project does not include the construction of a building. A future project that proposes the construction of a building will require a separate Floodplain Development Permit.

5. Designed to provide adequate drainage to reduce exposure to flood hazards.

The applicant has worked with City Public Works, County Floodplain Administrators, and the Minnesota Department of Natural Resources to reduce the site's exposure to flood hazards as well as negative downstream effects.

To achieve this, the applicant has hired professional engineering services to calculate the necessary amount of compensatory storage to offset any increase in flood risk. Compensatory storage is a flood management technique requiring landowners to create new floodwater storage volume in a floodplain to offset volume lost due to construction, ensuring no net loss of natural flood storage capacity and preventing increased flood risk for other areas. This technique involves excavating land to create an equivalent, hydraulically connected space. Rochester Public Works teammates have reviewed the materials and calculations provided by the developer and have determined that development of the site may occur based on the compensatory storage provided.

6. Designed in a way that is not detrimental to uses in adjoining areas.

Just as a developer must reduce flood hazards for on-site development, they must also ensure no negative impacts occur during and after the development process to nearby properties, especially those downstream. Compensatory storage is used to reduce, if not eliminate, downstream impacts. The City of Rochester owns the land to the south of the subject site, which includes that portion of the floodway for this segment of Cascade Creek. A future development project is underway west of the subject site across 45th Ave SW. The Minnesota DNR is actively pursuing a stream bank restoration project that will stabilize banks, reduce erosion, manage stormwater, improve water quality, and create diverse habitats by slowing water velocity downstream. The proposal has been designed in a way that is not detrimental to uses in adjoining areas.

COMMUNITY DEVELOPMENT RECOMMENDATION

This request was reviewed in accordance with the provisions of Section 60.200.040E of the Unified Development Code. The Development Review Team recommends **approval with conditions** of the permit, as outlined in the Commission Summary above.

ATTACHMENTS

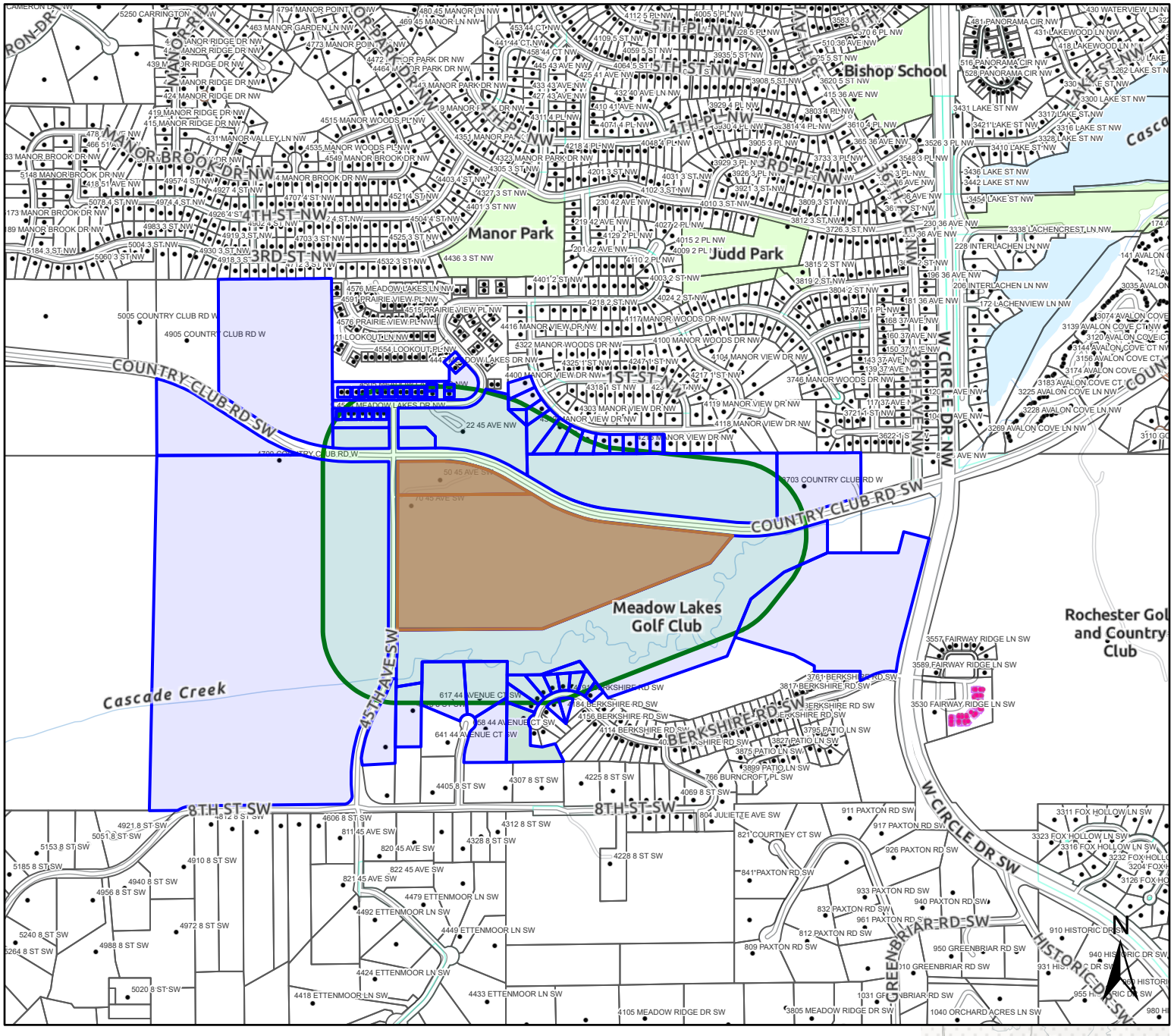
1. Notification Map
2. Site Location Map
3. Applicant Narrative
4. Compensatory Storage Exhibit
5. Neighborhood Information Meeting Minutes
6. Referral Comments

CD2025-007CUP - ML Group I, LLC.

9/11/2025 Olmsted County Geographic Information Systems

0 0.1 0.1 0.2 0.3 mi

Scale: 1:18,056

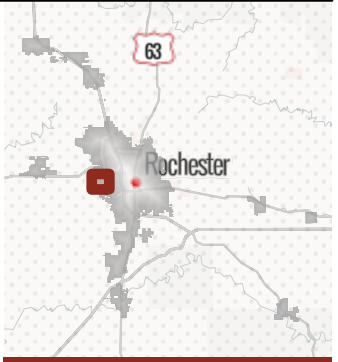


Site of Interest

Notification Locations

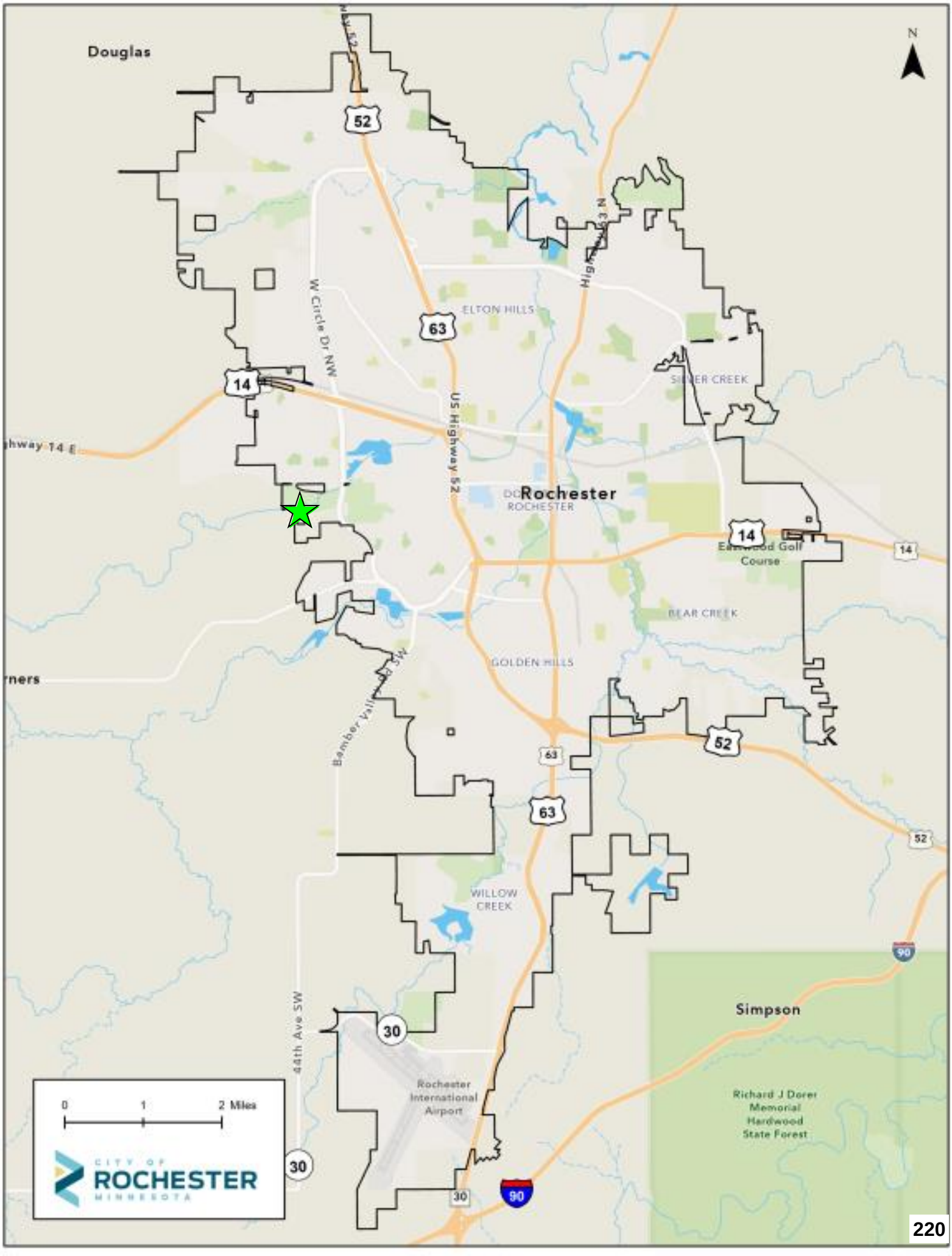
Notification Perimeter

Conditional Use Permit # CD2025-007CUP, by ML Group I, LLC., for the placement of excavated fill within the 100-year Flood Fringe and compensatory stormwater storage area improvement for the future development of a multifamily development project, approximately 47 acres in size, located at the southeast corner of 45th Ave SW & Country Club Road SW.
Notif Area 550'
PINs: 082182 & 082183
Ward 2



OLMSTED COUNTY MINNESOTA

This document is not guaranteed to be 508C. For accessible maps, please contact the author or Olmsted County GIS. Olmsted County is not responsible for omissions or errors contained herein. If discrepancies are found within this map please notify Olmsted County GIS at (507) 328-7100, gissupport@olmstedco
Public Works Service Center 1188 50 St SE, Rochester, MN 55904.
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Douglas
N
52
63
14
W Circle Dr NW
ELTON HILLS
US Highway 52
Rochester
ROCHESTER
SILVER CREEK
Eastwood Golf Course
BEAR CREEK
GOLDEN HILLS
Bamber Valley Rd SW
WILLOW CREEK
44th Ave SW
30
Rochester International Airport
Simpson
Richard J Dorer Memorial Hardwood State Forest
90
0
1
2 Miles
CITY OF ROCHESTER
MINNESOTA

1765 RESTORATION ROAD SW ROCHESTER, MN 55902
33B EAST VETERANS MEMORIAL HIGHWAY KASSON, MN 55944

MAILING ADDRESS: PO BOX 100 KASSON, MN 55944

507.634.4505 | WSE.ENGINEERING

Narrative for Conditional Use Permit for "West Meadows"

Prepared By: WSE Massey Engineering

Date: September 10, 2025

Project Title:

West Meadows a proposed residential development: Conditional Use Permit to fill site to the 100-year flood fringe elevation.

Project Location:

Project is located east of 45th Avenue SW and south of County Road #34 and north of City Parkland in Section 5 Cascade Township

(Refer to attached location map)

Project Description:

The project is proposed for multifamily residential housing and a small commercial development on approximately 49 acres consistent with the R-3 Zoning District. The project site has been annexed into the city and will be designed to meet the requirements of the UDC Ordinance as amended in 2025.

Project Background:

The project is in the initial stages of the development process and have received the following approvals:

City of Rochester:

1. Annexation
2. Zone Change to R-3
3. Environmental Assessment Work Sheet
4. General Development Plan
5. Traffic Study---Preliminary Only

Minnesota Department of Natural Resources/FEMA:

1. Stream Restoration Project
2. Established new 100-year flood fringe elevations and floodway limits based on restoration project.
3. FEMA approved new flood study prepared by Minnesota Department of Natural Resources.

Project Scope/Conditional Use Permit:

The site is planned for multifamily residential housing with parking on the main floor for tenants and surface parking for visitors and overflow parking. The project will also include landscaping; bike and walking trails; and outdoor recreational facilities and one public street.

The UDC requires a Conditional Use Permit to be filed with Community Development and Minnesota Department of Natural Resources to allow the property to be filled with soil to elevate the site to or above the 100-year flood fringe elevation. The project site needs to be filled to the 100-year elevation. In the future, building pads will be elevated an additional 2 feet vertically to the specified Flood Protection Level.

Recently, the Minnesota Department of Natural Resources received approval by FEMA for new 100-year flood fringe elevations applicable to the project site based on the reconstruction of the stream that is located south and southeast of the project site. The limits of the floodway also were reduced. The Conditional Use Permit has been developed using these new elevations.

A Mass Grading Plan has been developed for filling the site. Preliminary Storm Water Treatment areas are defined in the Mass Grading Plan for compensatory storage areas. (see calculation on plan) to off-set the amount of fill deposited on the site to raise it to the 100-year elevation. (refer to plan for further details)

Future Plans/Permits Required

The following future plans will be submitted for review and approval by the City:

1. Final Site Plan: Includes landscape plan, photometric plan, boulevard tree plan
2. Final Grading, erosion control plans
3. Building Plans
4. Final Traffic Study
5. Access Permit from Olmsted County
6. Preliminary and Final Plat
7. Public Utilities and Street Plans

Technical Memorandum

To: City of Rochester
From: Joseph J. Waln, PE CFM
Subject: West Meadows Multifamily Project Floodplain Development Permit Application Narrative
Date: September 10, 2025
Project: 23551071.00 West Meadows
c: Bill Tointon, WSE Massey

Certification
I hereby certify that this technical memorandum was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the state of Minnesota.

Joseph J. Waln — 09/10/2025
Joseph J. Waln — Date
PE #: 46928

1 Purpose

This memorandum outlines how this project complies with floodplain rules and regulations.

2 Project Description

This project is east of 45th Avenue SW and south of County Road #34 and north of City Parkland in Section 5 Cascade Township. The planned development is multifamily residential housing and a small commercial development on approximately 49 acres consistent with the R-3 Zoning District. The project site has been annexed into the city and will be designed to meet the requirements of the UDC Ordinance as amended in 2025.

3 Floodplain Regulations

City of Rochester is the local floodplain administrator. Floodplain development requirements are stipulated in Unified Development Code UDC, Version November 2024

- Chapter 60.200.040E Overlay Districts
- Chapter 60.500.060H Floodplain Development Permit

3.1 Definitions

- Base Flood Elevation (BFE) – elevation of the FEMA regulatory flood based on the 1% annual exceedance probability flood
- Regulatory Flood Protection Elevation (RFPE) – BFE plus two feet

3.2 Applicability

- The project is in the flood fringe of the mapped Zone AE regulatory floodplain for Cascade Creek.
- The project is in the Floodplain Overlay (FPO) district.
- The project is in the Flood Prone Subdistrict.
- The project will involve new construction and the placement of fill in the flood fringe.

4 Compliance with Floodplain Development Criteria

The project meets the permit approval criteria for development in the floodplain.

- The BFE varies from 1029.4 to 1027.3 across the area where structures will be built.

- The RFPE varies from 1031.4 to 1027.3 across the area where structures will be built.
- The designed minimum low floor elevation for structures will be at or above the RFPE at the upstream side of a given structure.
- The ground within 15 feet of proposed structures will be at or above the BFE at the upstream side of a given structure.
- The project will add 73,060 cubic yards of fill in the flood fringe.
- The project will provide 73,060 cubic yards of compensatory storage in the immediate vicinity of the project and not in the floodway. Details are in the CUP application documents.

Table 1 summarizes relevant floodplain development permit criteria for the project.

Table 1. UDC Floodplain Development Criteria and Project Compliance

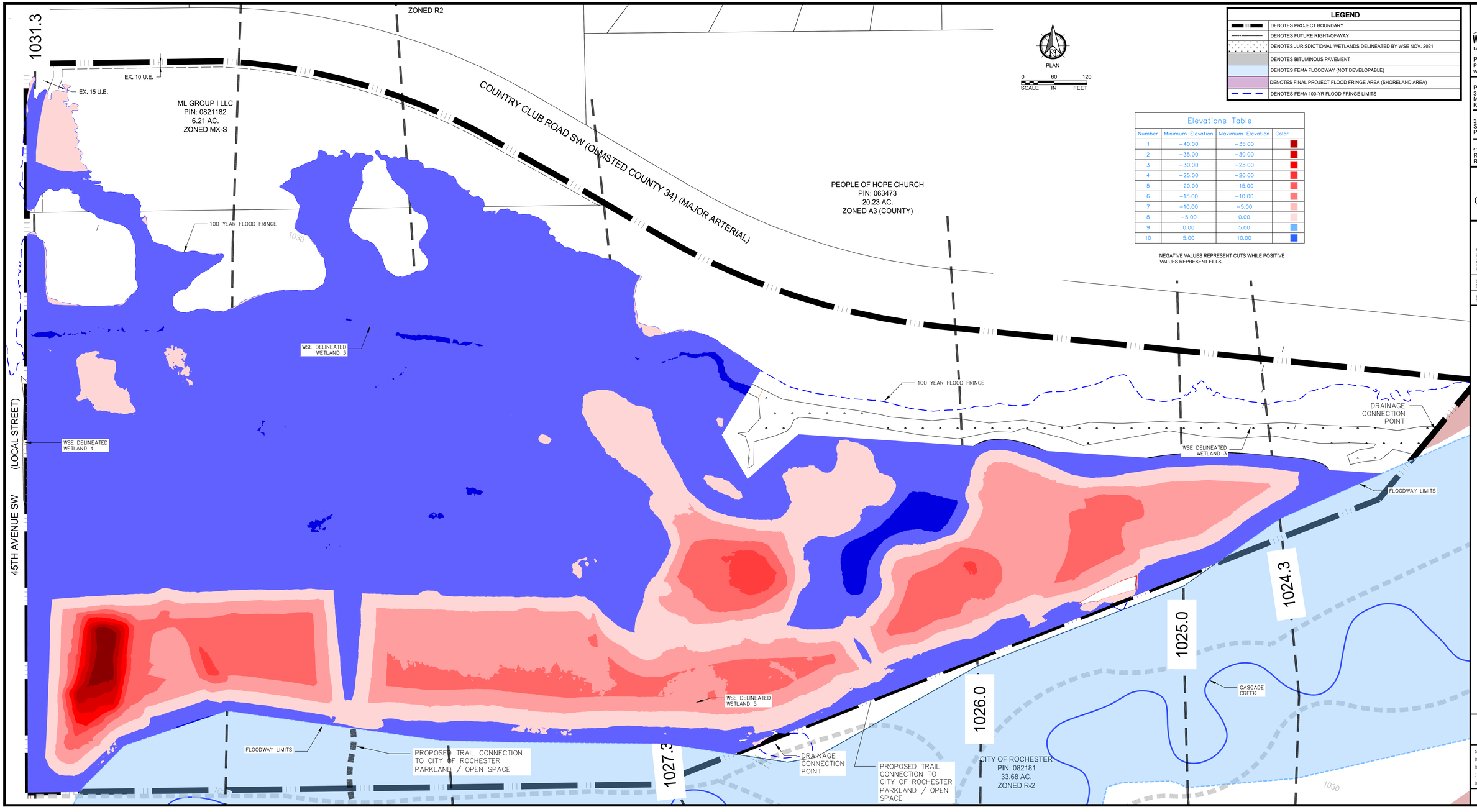
Code Section	Standards	Project Compliance
60.200.040E.1f	*The purpose of the Flood Prone subdistrict is to guide development in generally undeveloped areas of the floodplain in such a manner so as to reduce the loss of flood storage volume in the floodplain, and to avoid increases in downstream flood levels and in the velocity of flood waters.*	Standards met
60.200.040E.3a2	*The Floodway (FW), Flood Fringe (FF), and Flood Prone (FP) subdistricts are identified upon the zoning map, and reference to the status of any property located in one of the flood related districts is made by the district symbol (FW, FF, or FP) being post fixed to a use district symbol (examples R-l/FF, B- 4/FW, M-2/FP). Section 60.500.040E.2.d addresses zoning designation of property in the FW or FF annexed to the city*	Standards met
60.200.040E.6	*Right of Passage* *No person may obstruct the passage of water and watercraft nor restrict the lawfully permitted use by the public of the bed, banks, water, and floodway of any stream within the City.*	Standards met
60.200.040E.9	*Uses permitted* *a. no proposed use is permitted if it is not permitted in the underlying zoning district* *b. Any facility that will be used by employees or the general public must be designed with a flood warning system that provides adequate time for evacuation if the area is inundated to a depth and velocity such that the depth (in feet) multiplied by the velocity (in feet per second) would exceed a product of four upon occurrence of the regional (1 percent chance) flood.*	Standards met Facilities will be above the regulatory flood protection elevation, so no flood warning system is required

Code Section	Standards	Project Compliance
60.200.040E.9e	*Floodway Conditional Uses The following uses involving structures (temporary or permanent), fill, or the storage of materials or equipment, are permitted in the Floodway subdistrict only after a Conditional Use permit is obtained.* *1) Structures accessory to open space or conditional uses.* *2) Placement of fill.* *3) Extraction of sand, gravel, and other minerals* *6) Other uses similar in nature to uses described in Section 60.200.040E.9.c, Flood Prone and Floodway Uses or this Subsection that are consistent with the purpose of the Floodway subdistrict.*	Standards met
60.200.040E10a1ai	*New dwellings shall be constructed on fill so that the lowest floor (including basement) is at or above the flood protection elevation.*	Standards met
60.200.040E10a1aii	*The finished fill elevation shall be no lower than one foot below the flood protection elevation and shall extend at such elevation at least 15 feet beyond the limits of any structure or building thereon.*	Standards met
60.200.040E10a1aiii	*The lowest floor of residential additions of any size shall be constructed at or above the regional flood elevation.*	N/A – No residential additions
60.200.040E10a1aiv	*Residences that do not have vehicular access at or above an elevation not more than two feet below the flood protection elevation shall not be permitted.*	Standards met
60.200.040E.10b2b	*Utilities, Railroad Tracks, Streets, and Bridges* *(b) Public utility facilities, roads, railroad tracks, and bridges within the Flood Fringe subdistrict shall be designed to minimize increase in flood elevations and shall be compatible with local comprehensive floodplain development plans.* *(c) Protection to the flood protection elevation shall be provided where failure or interruption of these public facilities would result in danger to the public health or safety or where such facilities are essential to the orderly functioning of the area.* *(d) Where failure or interruption of services would not endanger life or health, a lesser degree of protection may be provided for minor or auxiliary roads, railroads, or utilities.*	Standards met
60.200.040E.10c	*Standards for Accessory Uses and Structures*	Standards met
60.200.040E.10d	*Alternate Construction Standards*	Standards met
60.200.040E.10e	*Residential basement construction shall not be allowed below the Regulatory Flood Protection Elevation.*	Standards met

Code Section	Standards	Project Compliance
60.200.040E.10f2	*Fill* *a) Fill shall be properly compacted, and the slopes shall be properly protected by the use of riprap, vegetative cover, or other acceptable method.* *b) Permanent sand and gravel operations and similar uses must be covered by a long-term Site Development Plan as approved under other provisions of this UDC. The cumulative placement of fill where at any one time in excess of 1,000 cubic yards of fill is located on the parcel shall be allowable only as a conditional use, unless said fill is specifically intended to elevate a structure in accordance with Section 60.200.040E.10 Flood Fringe Construction Standards.* *c) When at any time more than 1,000 cubic yards of fill or other similar material is located on a parcel for such activities as on-site storage, landscaping, sand and gravel operations, landfills, roads, dredge spoil disposal or construction of flood control works, an erosion and sedimentation control plan must be submitted unless the community is enforcing a state approved shoreland management ordinance. In the absence of a state approved shoreland management ordinance, the plan must clearly specify methods to be used to stabilize the fill on site for a flood event at a minimum of the 100 year regional flood event. The plan must be prepared and certified by a registered professional engineer or other qualified individual acceptable to the Community Development Director. The plan may incorporate alternative procedures for removal of the material from the floodplain if adequate flood warning time exists.*	Standards met
60.200.040E.11	*Floodway Construction Standards*	Standards met No fill in the floodway
60.200.040E12a	*Fill deposited in the Flood Prone subdistrict shall be no more than the minimum amount necessary to conduct the use*	Standards met
60.200.040E12b	*No net loss of capacity for surface storage of flood waters shall result from the activity*	Standards met Compensatory storage is provided
60.200.040E12c	*Storage created to offset fill applied within the Flood Prone Subdistrict shall be located within the Flood Prone Subdistrict along the same stream reach*	Standards met
60.200.040E12d	*The effect of such activities in the Flood Prone area shall not result in an increase in erosion potential on the site*	Standards met
60.200.040E12e	*Compensatory storage and the associated disturbances to accommodate for it shall not be located within the Floodway or Shoreland Impact Zones*	Standards met

Code Section	Standards	Project Compliance
60.200.040E.13	*Manufactured Homes and Recreational Vehicles*	N/A
60.200.040E.14	*Floodproofing Certification*	N/A
60.500.050A.4b	*Additional Criteria for Approval in FPO – Floodplain District Overlay* *If the application relates to property in the FPO – Floodplain Overlay, the Planning Commission or the City Council, as indicated in Table 300.01-1, shall approve a Conditional Use Permit if it determines that the following additional criteria have been met. Chapter 60.500: Procedures and Administration Section 60.500.050 Decisions That Require a Hearing by a Designated Authority Section 60.500.050A: Conditional Use Permit Rochester, Minnesota Unified Development Code Version: November 2024 353* *1) The application may only be approved or approved with conditions if the applicant has obtained all required local, state, and federal government permits related to floor protection and floodproofing.* *2) The following factors shall be considered in addition to those in Section 60.500.050A.4:* *(a) The danger to life and property due to increased flood heights or velocities caused by encroachments.* *(b) The danger that materials may be swept onto other lands or downstream to the injury of others.* *(c) The proposed water supply and sanitation systems and the ability of these systems to prevent disease, contamination, and unsanitary conditions.* *(d) The susceptibility of the proposed facility and its contents to flood damage and the effect of such damage on the individual owner.* *(e) The importance of the services provided by the proposed facility to the community.* *(f) The need for a waterfront location for the facility.* *(g) The availability of alternative locations not subject to flooding for the proposed use.* *(h) The compatibility of the proposed use with existing development and development anticipated in the foreseeable future.* *(i) The relationship of the proposed use to the comprehensive floodplain plan and management program for the area.* *(j) The safety of access to the property in times of flood for ordinary and emergency vehicles; and* *(k) The expected heights, velocity, duration, rate of rise, and sediment transport of the flood waters expected at the site.*	Standards met Low floors above RFPE Low danger of materials being swept downstream No issues anticipated Low floors above RFPE Growing community needs housing Meets floodplain development standards Safe access to the north and west. Meets floodplain development standards.
60.500.060H4a	*Designed (or modified) and adequately anchored to prevent floatation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy*	Standards met

Code Section	Standards	Project Compliance
60.500.060H4b	*Constructed with materials and utility equipment resistant to flood damage*	Standards met
60.500.060H4c	*Constructed by methods and practices that minimize flood damage*	Standards met
60.500.060H4d	*Constructed with electrical, heating, ventilation, plumbing, and air conditioning equipment and other service facilities that are designed and/or located so as to conditions of flooding at least as high as the regulatory Flood Protection Elevation*	Standards met
60.500.060H4e	*Designed to provide adequate drainage to reduce exposure to flood hazards*	Standards met
60.500.060H4f	*Designed in a way that is not detrimental to uses in adjoining areas*	Standards met



LEGEND	
	DENOTES PROJECT BOUNDARY
	DENOTES FUTURE RIGHT-OF-WAY
	DENOTES JURISDICTIONAL WETLANDS DELINEATED BY WSE NOV. 2021
	DENOTES BITUMINOUS PAVEMENT
	DENOTES FEMA FLOODWAY (NOT DEVELOPABLE)
	DENOTES FINAL PROJECT FLOOD FRINGE AREA (SHORELAND AREA)
	DENOTES FEMA 100-YR FLOOD FRINGE LIMITS

Elevations Table

Number	Minimum Elevation	Maximum Elevation	Color
1	−40.00	−35.00	
2	−35.00	−30.00	
3	−30.00	−25.00	
4	−25.00	−20.00	
5	−20.00	−15.00	
6	−15.00	−10.00	
7	−10.00	−5.00	
8	−5.00	0.00	
9	0.00	5.00	
10	5.00	10.00	

NEGATIVE VALUES REPRESENT CUTS WHILE POSITIVE VALUES REPRESENT FILLS.

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33 B E VETERANS MEMORIAL HIGHWAY
KASSON, MN 55944

PLAINVIEW OFFICE
320 WEST BROADWAY
SUITE 3
PLAINVIEW, MN 55964

ROCHESTER OFFICE
1765 RESTORATION ROAD SW
ROCHESTER, MN 55902

PRELIMINARY NOT FOR CONSTRUCTION

BY:	DATE:	DESCRIPTION:

CUT/FILL EXHIBIT
WEST MEADOWS
ROCHESTER, MINNESOTA

SCALE: AS SHOWN
DATE: 8/19/2025
DRAWN BY: R.R.S.
JOB NUMBER: 076-255101
DWG. FILE: 076-255101 MASS GRADING.DWG

2 OF 2

076-255101 Mass Grading 02.dwg
9/9/2025 3:27:29 PM

1765 RESTORATION ROAD SW ROCHESTER, MN 55902
33B EAST VETERANS MEMORIAL HIGHWAY KASSON, MN 55944

MAILING ADDRESS: PO BOX 100 KASSON, MN 55944

507.634.4505 | WSE.ENGINEERING

Project: West Meadows Development – Conditional Use Permit (CUP)
Owner: ML Group 1 (represented by Dan Fitzpatrick)
Consulting Engr/Firm: WSE Engineering (Ryan Schoenfelder, Bill, Joe Waln – Barr Engineering for hydraulic modeling)
Meeting Date/Location: August 19, 2025, 9:57 PM – Neighborhood Information Meeting
Attendees: (See attached NIM sign-in sheet)

1. Introduction

- Meeting led by Ryan Schoenfelder (WSE Engineering), planning and engineering consultant for the project.
- Purpose: City-required Neighborhood Information Meeting (NIM) to discuss the proposed Conditional Use Permit (CUP) for site grading and floodplain fill.
- Attendees were informed that meeting notes will be submitted to the city.

2. Project Overview

- Development Name: West Meadows.
- Site Conditions: ~67% of site currently in FEMA-regulated 100-year floodplain.
- CUP Request: To allow grading and filling of the site to elevate developable areas out of the floodplain.
- Project Goal: Prepare site for future R3 zoning uses (potential apartments or commercial), consistent with the City's land use plan.

3. CUP Process & Next Steps

- Neighborhood meeting (current).
- Application submission to City of Rochester.
- Planning Commission public hearing.
- City Council public hearing and decision (conditions may be applied).
- If approved → Detailed grading/construction plans submitted (no buildings/roads yet).

4. Site Design & Grading

- Large ponds proposed on south side of property for:
  1. Fill source to elevate site.
  2. Stormwater treatment.
  3. Additional flood storage (ensuring "no-rise" in flood elevations per FEMA).
- Fill depths: 2 inches up to 4–5 feet in some areas.
- Landscape plan not included at this stage (to be developed with future plats/site plans).

5. Traffic & Access

- Traffic study completed in 2024.

- Identified access from Country Club Road and additional relocated access to 45th Avenue.
- Future roundabout planned at 60th Avenue & Country Club Road;
- Current CUP (grading only) expected to have minimal traffic impact beyond construction vehicles.

6. Environmental & Regulatory Considerations

- FEMA, DNR, and City review required to demonstrate compliance.
- Barr Engineering conducting hydraulic modeling to ensure floodplain "no-rise."
- Shoreland District applies: 300 ft from Cascade Creek bank; floodway area to remain undisturbed.
- Environmental Assessment Worksheet (EAW) completed and accepted by City of Rochester – finding of no significant impact.

7. Public Questions & Concerns

- Flood Risk: Concern about future flood damage responsibility. Response: FEMA regulations ensure compliance; development designed 2 ft above 100-year flood level; homeowners still encouraged to carry flood insurance.
- Traffic: Residents expressed concern about increasing congestion (especially near Mayo West Lot and Country Club Rd). Response: Traffic study completed; access spacing requirements met; additional improvements tied to county's reconstruction.
- Wildlife Relocation: Question on impact to wildlife. Response: Ponds/wetlands to provide relocated habitat; addressed in EAW.
- Construction Timeline: CUP process ~60 days, grading to follow; goal is start in 2025 depending on weather and city approvals.
- Future Use: Concern over density and apartments. Response: Zoning designation R3 allows multifamily or commercial; final site plans subject to future city review and additional public meetings.
- Notification: Request for transparency so future buyers are aware of floodplain history. Response: Project is being prepared in compliance with FEMA to allow development without future risk.

8. Future Steps

- Submit CUP application to City.
- Attend Planning Commission and City Council hearings.
- Prepare grading plans for City approval.
- Schedule follow-up neighborhood meeting(s) with detailed site plan/building proposals.

9. Other Notes

- City trails and parkland south of property (along Cascade Creek) will remain public and tie into project via two future connections.
- Ultimate development may occur over multiple years; build-out subject to market demand.

Adjournment

Meeting concluded with an open Q&A. Attendees were thanked for participation.

WEST MEADOWS CUP NIM

SIGN IN SHEET

	NAME	ADDRESS	EMAIL
1.	Ryan Schoenfelder	1765 RESTORATION RD SW	ryan@wse.engineering
2.	Jerry Kuehn	4511 Meadowlakes Dr NW	jak253856@gmail.com
3.	Bill Tuxton	WSE	
4.	MARILYN HANSMANN	4508 Meadow Lakes DR NW	hansmann.marilyn49@gmail.com
5.	Marge Kurland	4199 Berkshire Rd SW	mjkurland@charter.net
6.	Julie Domaille	4915 Berkshire Rd SW	juliedomaille@gmail.com
☆ 7.	Jacob Bowden	617 49th Ave Ct SW	Jbow220@gmail.com
8	Bob + Ann Loechler	4400 Manor View Dr. NW	loechlerb2@charter.net
9.	Gloria Marmolejo	4506 Meadow Lakes Dr NW	acry27@hotmail.com
10.			
11.			Jbow220@gmail.com
12.			
13.			
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Agency Review Comments

Application No: CD2025-007CUP

11/21/2025 **Building Plan Review**

9/11/2025 **Building Plan Review**

11/21/2025 **County Environmental Resources**

Agency did not submit comments. Closed By Script

9/18/2025 **County GIS/E911**

There are no comments at this time from the E911 Addressing Division Staff.

12/8/2025 **County Long Range Planning**

According to the Unified Development Code Section 60.200.040E.12.e Compensatory storage and associated disturbances to accommodate for it shall not be located within the Floodway or Shoreland Impact Zones. A Floodplain Development Permit in accordance with Section 60.500.060H must be approved prior to preliminary plat and major land subdivision.

9/17/2025 **County Long Range Planning**

Approval of the conditional use permit for excavated fill within the flood fringe is subject to review and issuance of a Floodplain Shoreland Permit. The Floodplain Shoreland permit must confirm that:
The proposed fill will not increase flood damage potential to adjacent properties.
The hydraulic capacity of the flood fringe is preserved and obstructions to flood flows are minimized.
The placement of fill complies with FEMA and Minnesota DNR floodplain management standards, including the allowable rise criteria.
Appropriate design and erosion control measures are incorporated to prevent sedimentation and protect adjacent water resources.

9/17/2025 **County Long Range Planning**

Additional Comment submitted by Heather Flynn:
The technical memorandum must explain how the floodplain development criteria and standards are being met. Specifically 60.200.040E.9e, 60.200.040E10a1, 60.200.040E.10b2b, 60.200.040E.10c, 60.200.040E.10d, 60.200.040E.10e,
60.200.040E.10f2, 60.200.040E12a, 60.200.040E12b, 60.200.040E12c -
For the excavated fill placement the following needs to be addressed:
• The proposed fill should not increase flood damage potential to adjacent properties.
• The hydraulic capacity of the flood fringe should be preserved and obstructions to flood flows minimized.
• The placement of fill complies with the allowable rise criteria.
• Appropriate design and erosion control measures are incorporated to prevent sedimentation and protect adjacent water resources.
60.200.040E12d, 60.200.040E12e, 60.500.050A.4b, 60.500.060H4a - How is it being designed, modified, or anchored?, 60.500.060H4b, 60.500.060H4c, 60.500.060H4d, 60.500.060H4e, 60.500.060H4f

There should be a corresponding site plan with mapped Zone AE, FPO, Flood Prone, Flood Fringe, Shoreland Impact Zone (SIZ) and with the BFE calculations shown.

11/21/2025 **County Property Records**

Agency did not submit comments. Closed By Script

11/24/2025 **County Public Works**

The traffic impact report submitted is yet to be finalized and is required to be updated to address previous comments. There will be requirements placed on the proposal with the accepted final traffic impact report. An access application is required for the proposed access onto CSAH 34. Right of Way dedication will be required along CSAH 34. Work with Olmsted County to determine the required right of way.

9/19/2025 **County Public Works**

The traffic impact report submitted is yet to be finalized and is required to be updated to address previous comments. There will be requirements placed on the proposal with the accepted final traffic impact report. An access application is required for the proposed access onto CSAH 34. Right of Way dedication will be required along CSAH 34. Work with Olmsted County to determine the required right of way.

11/21/2025 **DNR**

Agency did not submit comments. Closed By Script

11/21/2025 **Fire Review**

9/12/2025 **Fire Review**

12/2/2025 **LGU**

A Wetland delineation has been completed. The notice of decision was approved 4/13/2022. A wetland replacement & sequencing plan will be required before any final approval of the project (Plat or GDP).

9/26/2025 **LGU**

The project shows wetland impacts. Any proposed wetland impacts will require a sequencing and replacement application.

9/11/2025 **Park and Rec Review**

There are no comments from this agency at this time.

12/1/2025 **Public Works Review**

The Water Resources Team will provide revised comments for this application directly to Community Development.

9/25/2025 **Public Works Review**

See attached comment in Accela software.

11/25/2025 **RPU Electric Review**

There are no comments from this agency at this time.

9/16/2025 **RPU Electric Review**

There are no comments from this agency at this time.

11/21/2025 **RPU Water Review**

There are no comments from this agency at this time.

9/11/2025 **RPU Water Review**

There are no comments from this agency at this time.

November 18, 2025

Rochester community Development

4001 West River Parkway NW, Suite 100

Rochester MN 55901

Re: Stormwater Proof of Concept West Meadows

Rochester Public Works

Stormwater Management (Proof of Concept).

Existing Conditions

The existing site currently has a large percentage of the 48 acres below the 100-year flood elevation. The developer has proposed to dig ponds along the south side of the parcel and with the fill that is removed from the ponds fill the northerly side of the parcel so that area is above the 100-year flood elevation. Currently the drainage from the north side of Olmsted County #34 flows across the county road just east of 45th Ave SW. The crossing is two arch RCP 88" x 54". The flow runs south along the East side of 45th Ave SW approximately 475' and then turns to the East and runs through an existing wetland complex. There is currently no stormwater treatment on the site so treatment will need to be provide as the development occurs.

how will existing flows from Nigon property be maintained through the property in a final condition?

Proposed / developed condition treatment overview:

The flow that enters the site in the NW corner under CR #34 is proposed to keep in the same location for 475' along the east side of 45th Ave. Currently the flow then turns 90 degrees and flows through the middle of the site to the East. We are proposing to keep the flow heading south along 45th Ave and remain west of the proposed pond discharging onto the city property at which point is very close to the floodway.

There are about 6 acres of commercially zoned property in the NW corner of the site. The maximum amount of impervious area by code is 85%. The water quality volume (WQV) which is calculated as 1" over the impervious area is 18,513 cf. If we propose to treat the WQV in a 5' deep infiltration basin with 3:1 side slope. The bottom would be 170' x 10' and the top would be 200' x 40'. The entire volume of the basin is 24500 ft., which is greater than the 18.513 cf required volume.

can't have a 5' deep infiltration basin

The remainder of the site is zoned R3, and the maximum impervious area allowed by code is 65%. We believe that once the ponds are excavated there will be approximately

25 acres of developable area. Using the maximum impervious allowed by code this would require a WQV of 58,988 cf. We believe that the development will be the construction of 5 buildings throughout the parcel. If we divide 58,988 cf by the 5 buildings, each building would be required to treat 11,797 cf of WQV. We have designed a basin that is 5' deep with a 3:1 side slope. The bottom would be 110' x 10' and the top would be 140' x 40'. The volume of each of these basins would be 16,750 cf which is more than the required WQV of 11,797. Depending on the final design, a retaining wall could be added to increase the treatment volume in the same footprint.

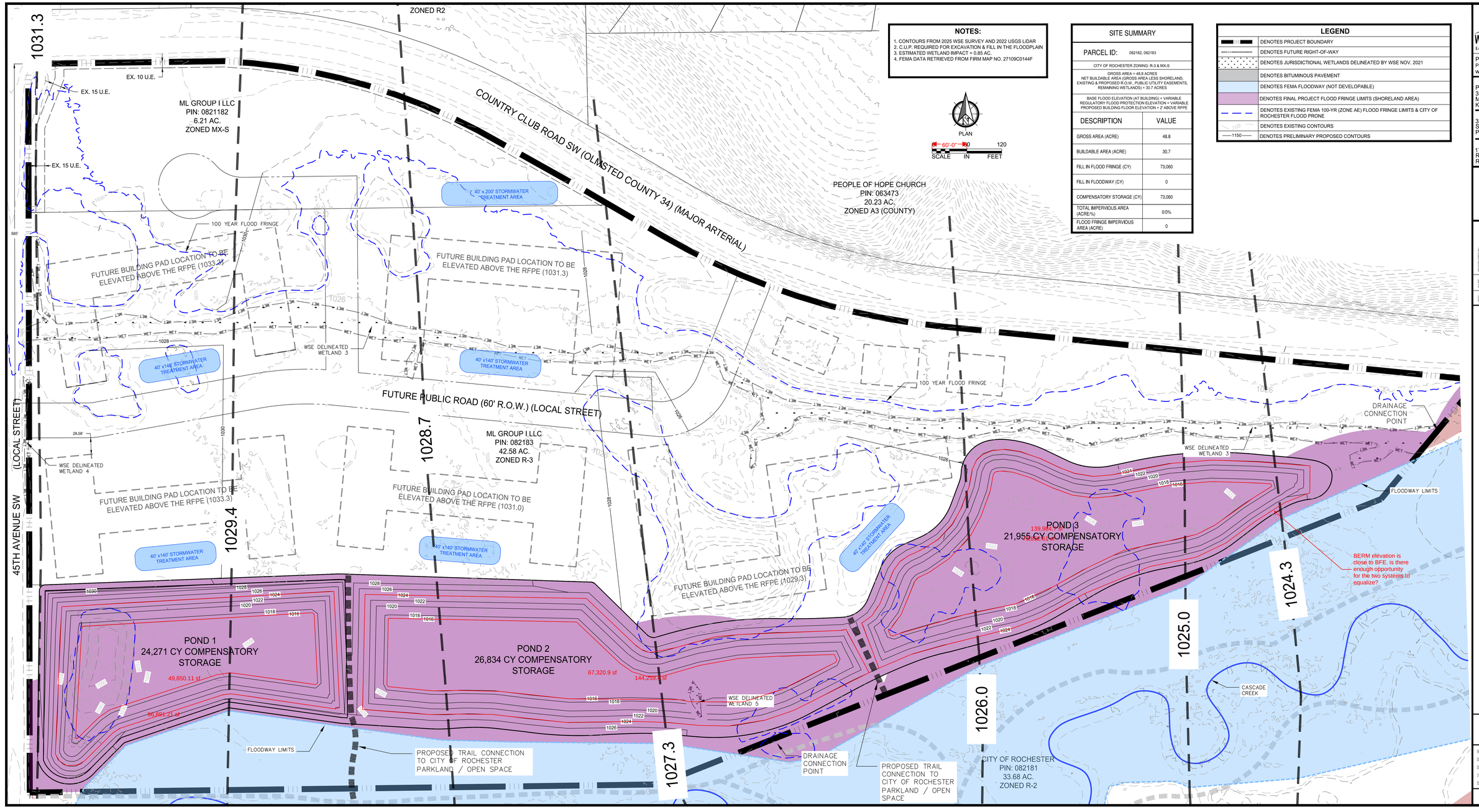
5' deep basin for infiltration isn't allowed

The stormwater detention would be provided in ponds located within the floodplain. We modeled the Q2, Q10 and Q100 in Hydrocadd. At the normal water within the three ponds, we estimate the 6.6 acres of surface area. The model indicated the flow would be reduced for the Q2, Q10 and Q100. The Q100 would result in a bound of 1.5'. The pond elevation would return to within 0.5' of NWL with 24 hours and within 48 hours it would be within 0.16' of NWL.

basin at best with this footprint would provide 7,387 cuft based on 1.5' depth recommendation 103.5-105.0 per HydroCAD. Shortage of 22,050 cuft across 5 basins

HydroCAD modeling would indicate that the NWL is 1016 of the compensatory storage basins, which would be well below creek elevations. routing is incorrect in model if orifice is supposed to be controlling.

No discussion of compensatory storage requirements, or how compensatory storage was calculated. No response to compensatory storage being within likely areas of high groundwater and storage unlikely being available.



NOTES:

1. CONTOURS FROM 2025 WSE SURVEY AND 2022 USGS LIDAR
2. C.U.P. REQUIRED FOR EXCAVATION & FILL IN THE FLOODPLAIN
3. ESTIMATED WETLAND IMPACT = 0.85 AC.
4. FEMA DATA RETRIEVED FROM FIRM MAP NO. 27109C0144F

PLAN

SCALE 1" = 60'-0" 60 0 120 FEET

SITE SUMMARY	
PARCEL ID:	082182, 082183
CITY OF ROCHESTER ZONING: R-3 & MX-S	
GROSS AREA = 48.8 ACRES NET BUILDABLE AREA (GROSS AREA LESS SHORELAND, EXISTING & PROPOSED R.O.W., PUBLIC UTILITY EASEMENTS, REMAINING WETLANDS) = 30.7 ACRES	
BASE FLOOD ELEVATION (AT BUILDING) = VARIABLE REGULATORY FLOOD PROTECTION ELEVATION = VARIABLE PROPOSED BUILDING FLOOR ELEVATION = 2' ABOVE RFPE	
DESCRIPTION	VALUE
GROSS AREA (ACRE)	48.8
BUILDABLE AREA (ACRE)	30.7
FILL IN FLOOD FRINGE (CY)	73,060
FILL IN FLOODWAY (CY)	0
COMPENSATORY STORAGE (CY)	73,060
TOTAL IMPERVIOUS AREA (ACRE/%)	0/0%
FLOOD FRINGE IMPERVIOUS AREA (ACRE)	0

LEGEND	
	DENOTES PROJECT BOUNDARY
	DENOTES FUTURE RIGHT-OF-WAY
	DENOTES JURISDICTIONAL WETLANDS DELINEATED BY WSE NOV. 2021
	DENOTES BITUMINOUS PAVEMENT
	DENOTES FEMA FLOODWAY (NOT DEVELOPABLE)
	DENOTES FINAL PROJECT FLOOD FRINGE LIMITS (SHORELAND AREA)
	DENOTES EXISTING FEMA 100-YR (ZONE AE) FLOOD FRINGE LIMITS & CITY OF ROCHESTER FLOOD PRONE
1150	DENOTES EXISTING CONTOURS
1150	DENOTES PRELIMINARY PROPOSED CONTOURS

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PLAINVIEW OFFICE
320 WEST BROADWAY
SUITE 3
PLAINVIEW, MN 55964

ROCHESTER OFFICE
1765 RESTORATION ROAD SW
ROCHESTER, MN 55902

BY:	DATE:	DESCRIPTION:
1	11/17	CITY CUP MEMO

CUP PLAN
WEST MEADOWS
ROCHESTER, MINNESOTA

SCALE: AS SHOWN
DATE: 9/2/2025
DRAWN BY: R.R.S.
JOB NUMBER: 076-255101
DWG. FILE:

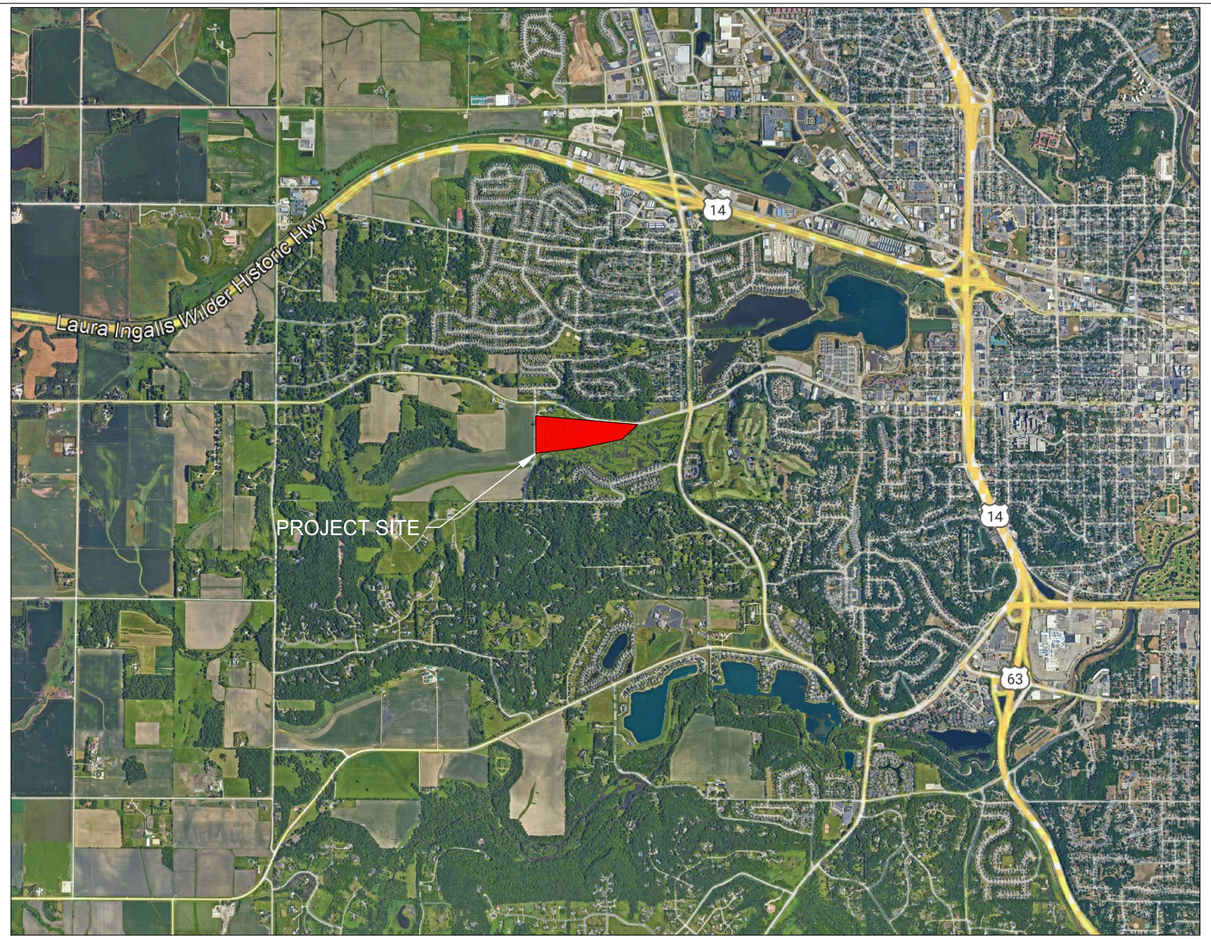
Sheet 1 of 1

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11/18/2025 3:25:41 PM

MASS GRADING PLAN SET FOR WEST MEADOW'S

ROCHESTER, MN

Issue Date - 11/17/2025 CUP Submittal



BENCHMARK ELEVATION = 1039.63'
TOP NUT HYDRANT IS LOCATED APPROXIMATELY 107' NORTH WEST OF THE INTERSECTION OF COUNTRY CLUB ROAD W & 45TH AVE NW.

PLAN
0 1000 2000
SCALE IN FEET

LEGEND	
1120	EXISTING CONTOUR
1150	PROPOSED CONTOUR
+1155.50	PROPOSED SPOT ELEVATIONS
	DRAINAGE DIRECTION
	EXISTING FENCE
	EXISTING UTILITY BOX / PEDESTAL
SF	SILT FENCE - SDP 7-01
	INLET PROTECTION - SDP 7-05
	EROSION CONTROL BLANKET
	PROPOSED WATERMAIN PIPE
	PROPOSED STORM SEWER PIPE
	PROPOSED SANITARY PIPE
	PROPERTY BOUNDARY
	ENGINEERED FILL

OWNER / DEVELOPER

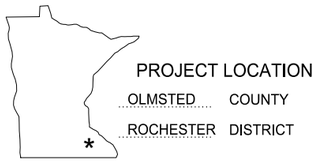
ML GROUP I LLC
C/O DAN FITZPATICK - OWNERS AGENT
2601 N QUINLAN PARK RD UNIT 601
AUSTIN, TX 78732
PH: 507-269-8844
EMAIL: DAN@PREMIERARTISAN.COM

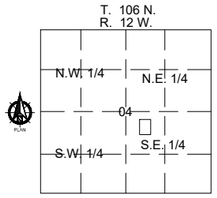
CIVIL ENGINEERS / SURVEYORS

WSE MASSEY ENGINEERING & SURVEYING, LTD
P.O. BOX 100
KASSON, MN. 55944
PH. NO. (507) 634-4505

PLAN INDEX	
SHEET NUMBER	SHEET TITLE
1	TITLE SHEET
2	DETAIL PLATES
3	DETAIL PLATES
4	GRADING AND EROSION CONTROL
5	GRADING NOTES
6	SWPPP (1)
7	SWPPP (2)

This plan contains 7 Total sheets





LOCATION MAP

UTILITY QUALITY LEVEL

The subsurface utility information in this plan is quality level D This quality level was determined according to the guidelines of CI/ASCE 38-.2, entitled "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data."

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SUITE 3
PLAINVIEW, MN 55964

ROCHESTER OFFICE
1765 RESTORATION DRIVE SW
ROCHESTER, MN 55902

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Daniel Zemke
25800 11/17/2025
Number Date

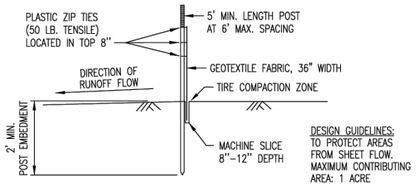
REV:	DATE:	DESCRIPTION:
1	11/17/25	CITY CUP MEMO/REVIEW

TITLE SHEET
WEST MEADOW
OLMSTED COUNTY, MINNESOTA

SCALE: AS SHOWN
DATE: 9/24/2025
DRAWN BY: C.D.T
JOB NUMBER: 076-255101
DWG. FILE: 076-255101 CT01

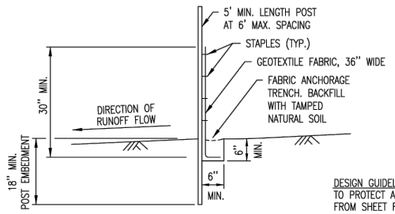
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SILT FENCE TYPE MS
(MACHINE SLICED)

DESIGN GUIDELINES:
TO PROTECT AREAS
FROM SHEET FLOW.
MAXIMUM CONTRIBUTING
AREA: 1 ACRE



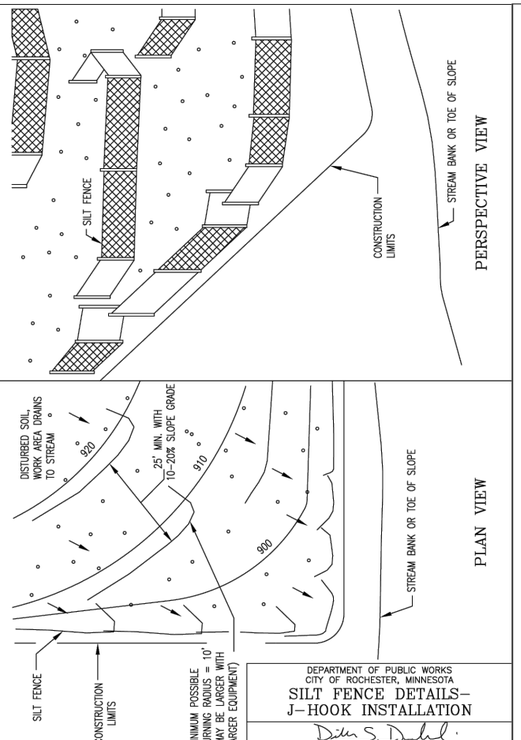
SILT FENCE TYPE PA
(PREASSEMBLED)

DESIGN GUIDELINES:
TO PROTECT AREAS
FROM SHEET FLOW.
MAXIMUM CONTRIBUTING
AREA: 0.25 ACRE

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
SILT FENCE DETAILS
TYPES MS AND PA
Dillon S. Dahl
CITY ENGINEER

REFERENCE: MN/DOT SPEC. 2573 & 3886

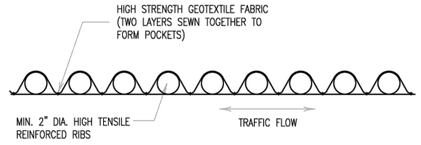
SHT 1 OF 3 SHTS	DATE REVISED 1/1/23	PLATE NO. 7-01	REV. F



REFERENCE: MN/DOT SPEC. 2573 & 3886

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
SILT FENCE DETAILS–
J-HOOK INSTALLATION
Dillon S. Dahl
CITY ENGINEER

SHT 3 OF 3 SHTS	DATE REVISED 1/1/23	PLATE NO. 7-01	REV. F



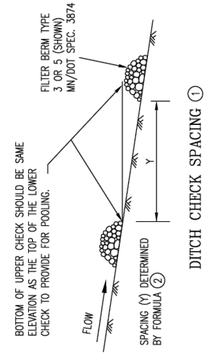
SHEET PAD

NOTES:
SEE MN/DOT SPECS. 2573 & 3882.

1. MINIMUM LENGTH SHALL BE THE GREATER OF 50 FEET OR A LENGTH SUFFICIENT TO ALLOW A MINIMUM OF 5 TIRE ROTATIONS ON THE PROVIDED PAD. MINIMUM LENGTH SHALL BE CALCULATED USING THE LARGEST TIRE WHICH WILL BE USED IN TYPICAL OPERATIONS.
2. PROVIDE RADIUS OR WIDEN PAD SUFFICIENTLY TO PREVENT VEHICLE TIRES FROM TRACKING OFF OF PAD WHEN LEAVING SITE.
3. IF RUNOFF FROM DISTURBED AREAS FLOWS TOWARD CONSTRUCTION EXITS, PREVENT RUNOFF FROM DRAINING DIRECTLY TO PUBLIC ROAD OVER CONSTRUCTION EXIT BY CROWNING THE EXIT OR SLOPING TO ONE SIDE. IF SURFACE GRADING IS INSUFFICIENT, PROVIDE OTHER MEANS OF INTERCEPTING RUNOFF.
4. IF RUNOFF FROM CONSTRUCTION EXITS WILL DRAIN OFF OF PROJECT SITE, PROVIDE SEDIMENT TRAP WITH STABILIZED OVERFLOW.
5. IF A TIRE WASH OFF IS REQUIRED THE CONSTRUCTION EXITS SHALL BE GRADED TO DRAIN THE WASH WATER TO A SEDIMENT TRAP.
6. MINIMUM LENGTH OF RUMBLE PAD SHALL BE 20 FEET, OR AS REQUIRED TO REMOVE SEDIMENT FROM TIRES. IF SIGNIFICANT SEDIMENT IS TRACKED FROM THE SITE, THE RUMBLE PAD SHALL BE LENGTHENED OR THE DESIGN MODIFIED TO PROVIDE ADDITIONAL VIBRATION. WASH-OFF LENGTH SHALL BE AS REQUIRED TO EFFECTIVELY REMOVE CONSTRUCTION SEDIMENT FROM VEHICLE TIRES.
7. MAINTENANCE OF CONSTRUCTION EXITS SHALL OCCUR WHEN THE EFFECTIVENESS OF SEDIMENT REMOVAL HAS BEEN REDUCED. MAINTENANCE SHALL CONSIST OF REMOVING SEDIMENT AND CLEANING THE MATERIALS OR PLACING ADDITIONAL MATERIAL (SLASH MULCH OR CRUSHED ROCK) OVER SEDIMENT FILLED MATERIAL TO RESTORE EFFECTIVENESS.
8. EXISTING PEDESTRIAN FACILITY SHALL BE MAINTAINED TO PROVIDE A PASSABLE SURFACE FOR PEDESTRIANS.
9. CLEAN PAVED STREETS AND PEDESTRIAN FACILITIES AT THE END OF EACH WORKING DAY, OR MORE FREQUENTLY AS NECESSARY TO PROVIDE SAFETY TO THE TRAVELING PUBLIC.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
TEMP. SEDIMENT CONTROL
CONSTRUCTION EXITS
Dillon S. Dahl
CITY ENGINEER

SHT 2 OF 3 SHTS	DATE REVISED 1/1/23	PLATE NO. 7-06	REV. F



DITCH CHECK SPACING 1

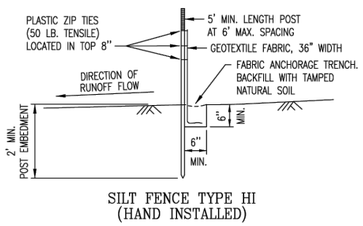
GENERAL DESIGN GUIDELINES		
DITCH CHECK TYPE	ROCK WEEPER	ROCK CHECK
STORM FREQUENCY:	5 YR. – 24 HR.	5 YR. – 24 HR.
MAX. FLOW VELOCITY:	12 FT./SEC	12 FT./SEC
MAX. DITCH GRADE:	3% – 5%	3% – 5%
MAX. DRAINAGE AREA:	4± ACRE	4± ACRE

NOTES
SEE MN/DOT SPECS. 2573, 3601, 3733 & 3874

1. ROCK DITCH CHECKS PLACED WITHIN THE CLEAR ZONE ARE TO BE 18" OR LESS IN HEIGHT. A 1:6 APPROACH AND DEPARTURE SLOPE SHALL BE PROVIDED.
2. APPROXIMATE SPACING BETWEEN EACH DITCH CHECK SHOULD BE DETERMINED FROM SPACING FORMULA:
   (FT.) = Y = $\frac{\text{\% CHANNEL SLOPE}}{\text{\% CHANNEL SLOPE}}$ X 100

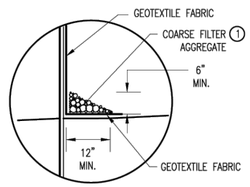
DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
TEMP. SEDIMENT CONTROL
FILTER BERMS
Dillon S. Dahl
CITY ENGINEER

SHT 1 OF 2 SHTS	DATE REVISED 4/15/21	PLATE NO. 7-03	REV. E



SILT FENCE TYPE HI
(HAND INSTALLED)

DESIGN GUIDELINES:
TO PROTECT AREAS
FROM SHEET FLOW.
MAXIMUM CONTRIBUTING
AREA: 1 ACRE



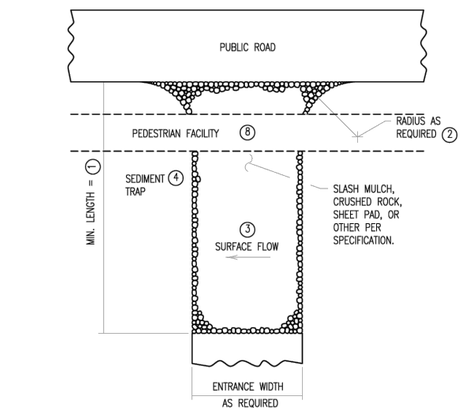
OPTIONAL METHOD

1 COARSE FILTER AGGREGATE (MN/DOT SPEC. 3149) SHALL BE INCIDENTAL.

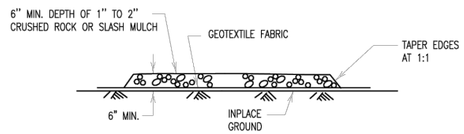
DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
SILT FENCE DETAILS
Dillon S. Dahl
CITY ENGINEER

REFERENCE: MN/DOT SPEC. 2573 & 3886

SHT 2 OF 3 SHTS	DATE REVISED 1/1/23	PLATE NO. 7-01	REV. F



SLASH MULCH, CRUSHED ROCK, OR SHEET
PAD CONSTRUCTION EXIT 5 7

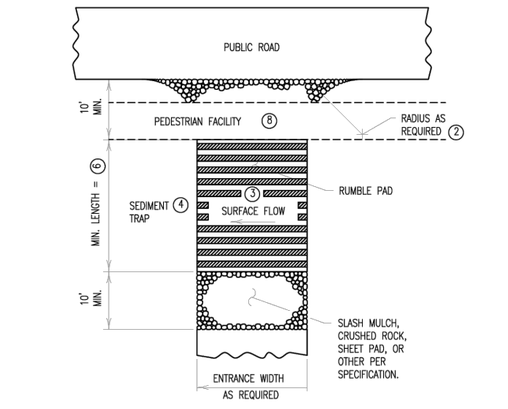


SLASH MULCH OR CRUSHED ROCK

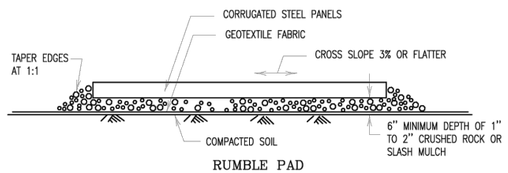
SEE SHEET 2 OF 3 FOR DETAIL NOTES

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
SLASH MULCH, CRUSHED ROCK,
OR SHEET PAD
CONSTRUCTION EXITS
Dillon S. Dahl
CITY ENGINEER

SHT 1 OF 3 SHTS	DATE REVISED 1/1/23	PLATE NO. 7-06	REV. F



RUMBLE PAD
CONSTRUCTION EXIT 5 7

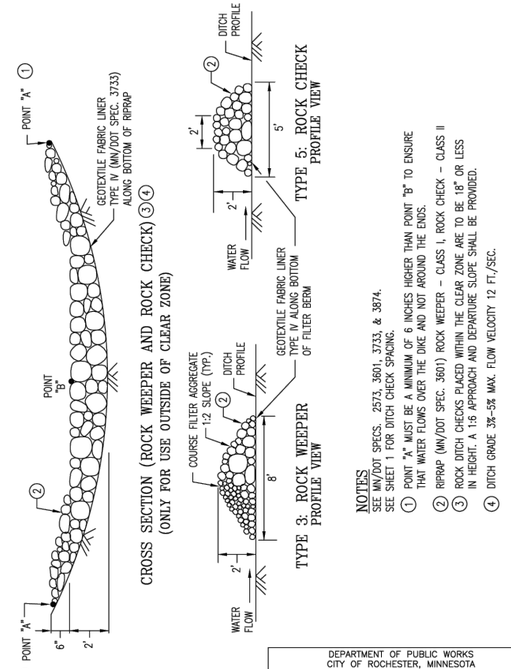


RUMBLE PAD

SEE SHEET 2 OF 3 FOR DETAIL NOTES

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
RUMBLE PAD
CONSTRUCTION EXITS
Dillon S. Dahl
CITY ENGINEER

SHT 3 OF 3 SHTS	DATE REVISED 1/1/23	PLATE NO. 7-06	REV. F



NOTES
SEE MN/DOT SPECS. 2573, 3601, 3733, & 3874.
SEE SHEET 1 FOR DITCH CHECK SPACING.

1. POINT "A" MUST BE A MINIMUM OF 6 INCHES HIGHER THAN POINT "B" TO ENSURE THAT WATER FLOWS OVER THE DIKE AND NOT AROUND THE ENDS.
2. RIPRAP (MN/DOT SPEC. 3601) ROCK WEEPER – CLASS I, ROCK CHECK – CLASS II
3. ROCK DITCH CHECKS PLACED WITHIN THE CLEAR ZONE ARE TO BE 18" OR LESS IN HEIGHT. A 1:6 APPROACH AND DEPARTURE SLOPE SHALL BE PROVIDED.
4. DITCH GRADE 3%-5% MAX. FLOW VELOCITY 12 FT./SEC.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
TEMP. SEDIMENT CONTROL
TYPES 3 & 5 DITCH CHECKS
Dillon S. Dahl
CITY ENGINEER

SHT 2 OF 2 SHTS	DATE REVISED 4/15/21	PLATE NO. 7-03	REV. E

WSE MASSEY LTD
Engineering & Surveying
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PLANS@WSE.ENGINEERING
www.wse.engineering

KASSON OFFICE
P.O. BOX 100
33 B E VETERANS
MEMORIAL HIGHWAY
KASSON, MN 55944

PLAINVIEW OFFICE
320 WEST BROADWAY
SUITE 3
PLAINVIEW, MN 55964

ROCHESTER OFFICE
1765 RESTORATION
DRIVE SW
ROCHESTER, MN 55902

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

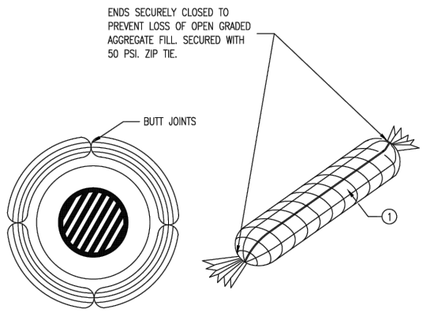
Daniel Zemke
25800 11/17/2025
Number Date

REV:	DATE:	DESCRIPTION:
1	11/17/25	CITY CUP MEMO/REVIEW

DETAIL PLATES
WEST MEADOW
OLMSTED COUNTY, MINNESOTA

SCALE: AS SHOWN
DATE: 9/24/2025
DRAWN BY: C.D.T
JOB NUMBER: 076-255101
DWG. FILE:

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NOTES

SEE MN/DOT SPEC. 2573

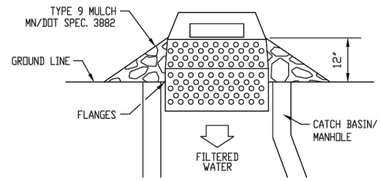
MANUFACTURED ALTERNATIVES LISTED ON MN/DOT'S APPROVED PRODUCTS LIST MAY BE SUBSTITUTED.

(1) GEOTEXTILE SOCK BETWEEN 4–10 FEET LONG AND 4–6 INCH DIAMETER. THE SEAM IS TO BE JOINED BY TWO ROWS OF STITCHING WITH A PLASTIC MESH BACKING OR PROVIDE A HEAT BONDED SEAM (OR APPROVED EQUIVALENT). FILL ROCK LOG WITH OPEN GRADED AGGREGATE CONSISTING OF SOUND DURABLE PARTICLES OF COARSE AGGREGATE CONFORMING TO MN/DOT SPEC. 3137 TABLE 3137–1; CA–3 GRADATION.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
INLET PROTECTION–
ROCK LOG/COMPOST LOG

Dillon S. Dahl
CITY ENGINEER

SHT 1 OF 5 SHTS	DATE REVISED 4/15/21	PLATE NO. 7–05	REV. E



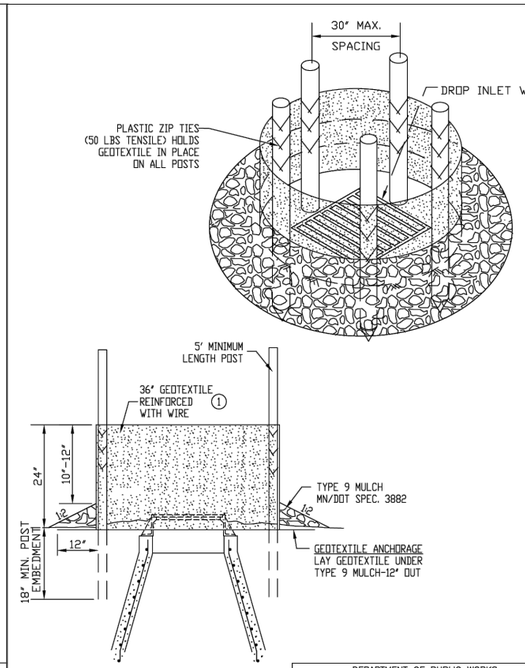
SEDIMENT CONTROL INLET HAT

NOTE:
THE SEDIMENT CONTROL BARRIER SHALL BE A METAL OR PLASTIC/POLYETHYLENE RISER SIZED TO FIT INSIDE THE CATCH BASIN/MANHOLE; HAVE PERFORATIONS TO ALLOW FOR WATER INFILTRATION; HAVE AN OVERFLOW OPENING, FLANGES AND A LID/COVER.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
INLET PROTECTION–
SEDIMENT CONTROL INLET HAT

Dillon S. Dahl
CITY ENGINEER

SHT 2 OF 5 SHTS	DATE REVISED 4/15/21	PLATE NO. 7–05	REV. E



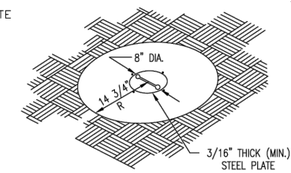
NOTES:

1. ALL GEOTEXTILE USED FOR INLET PROTECTION SHALL BE MONOFILAMENT IN BOTH DIRECTIONS, MEETING MN/DOT SPEC. 3886.
2. USE WHERE INLET DRAINS AN AREA WITH SLOPES AT 1:3 OR LESS.

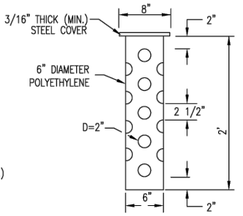
DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
INLET PROTECTION–
SILT FENCE RING & ROCK FILTER BERM

Dillon S. Dahl
CITY ENGINEER

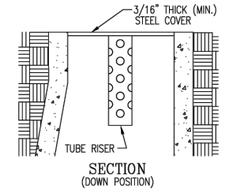
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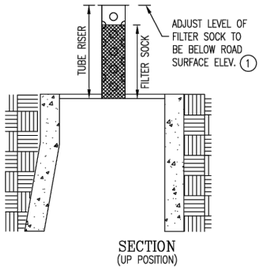
PERSPECTIVE VIEW



TUBE RISER



SECTION
(DOWN POSITION)



SECTION
(UP POSITION)

NOTES

SEE MN/DOT SPEC. 2573

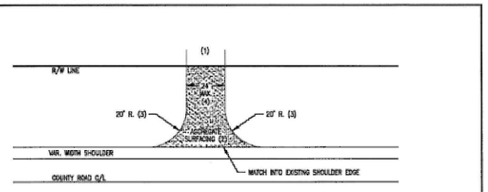
1 SOCK HEIGHT MUST NOT BE SO HIGH AS TO SLOW DOWN WATER FILTRATION TO CAUSE FLOODING OF THE ROADWAY.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
INLET PROTECTION–
POP–UP HEAD

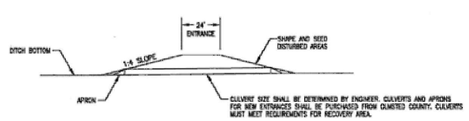
Dillon S. Dahl
CITY ENGINEER

SHT 4 OF 5 SHTS	DATE REVISED 4/15/21	PLATE NO. 7–05	REV. E

1. Field Entrance Detail



PLAN VIEW



SECTIONAL VIEW

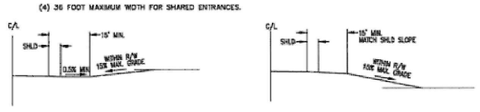
GENERAL NOTES:

(1) IF MODIFICATIONS ARE MADE TO AN EXISTING ENTRANCE BY A PROPERTY OWNER, THE ENTRANCE SHALL BE BROUGHT UP TO ALL CURRENT OLMSTED COUNTY STANDARDS AT THE PROPERTY OWNERS EXPENSE.

(2) TYPICAL SURFACING IS 6" AGGREGATE SURFACING TO THE R/W.

(3) THE RADIUS MAY BE 30 FEET IF THE COUNTY ROAD WIDTH INCLUDING SHOULDER IS LESS THAN 24 FEET.

(4) 36 FOOT MAXIMUM WIDTH FOR SHARED ENTRANCES.



PROFILE IN CUT SECTION

PROFILE IN FILL SECTION

S:\PW\Highway\Engineering\CAD 3D\Standard Details Plotted\Drf\Entrance\Field Entrance.dwg

COUNTY OF Olmsted

FIELD ENTRANCE DETAIL
FOR NEW OR RECONSTRUCTION PROJECTS

JUNE 1, 2012

DATE	REVISION

WSE MASSEY LTD
Engineering & Surveying
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PLANS@WSE.ENGINEERING
www.wse.engineering

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33 B E VETERANS MEMORIAL HIGHWAY
KASSON, MN 55944

PLAINVIEW OFFICE
320 WEST BROADWAY
SUITE 3
PLAINVIEW, MN 55964

ROCHESTER OFFICE
1765 RESTORATION DRIVE SW
ROCHESTER, MN 55902

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Daniel Zemke
25800 11/17/2025
Number Date

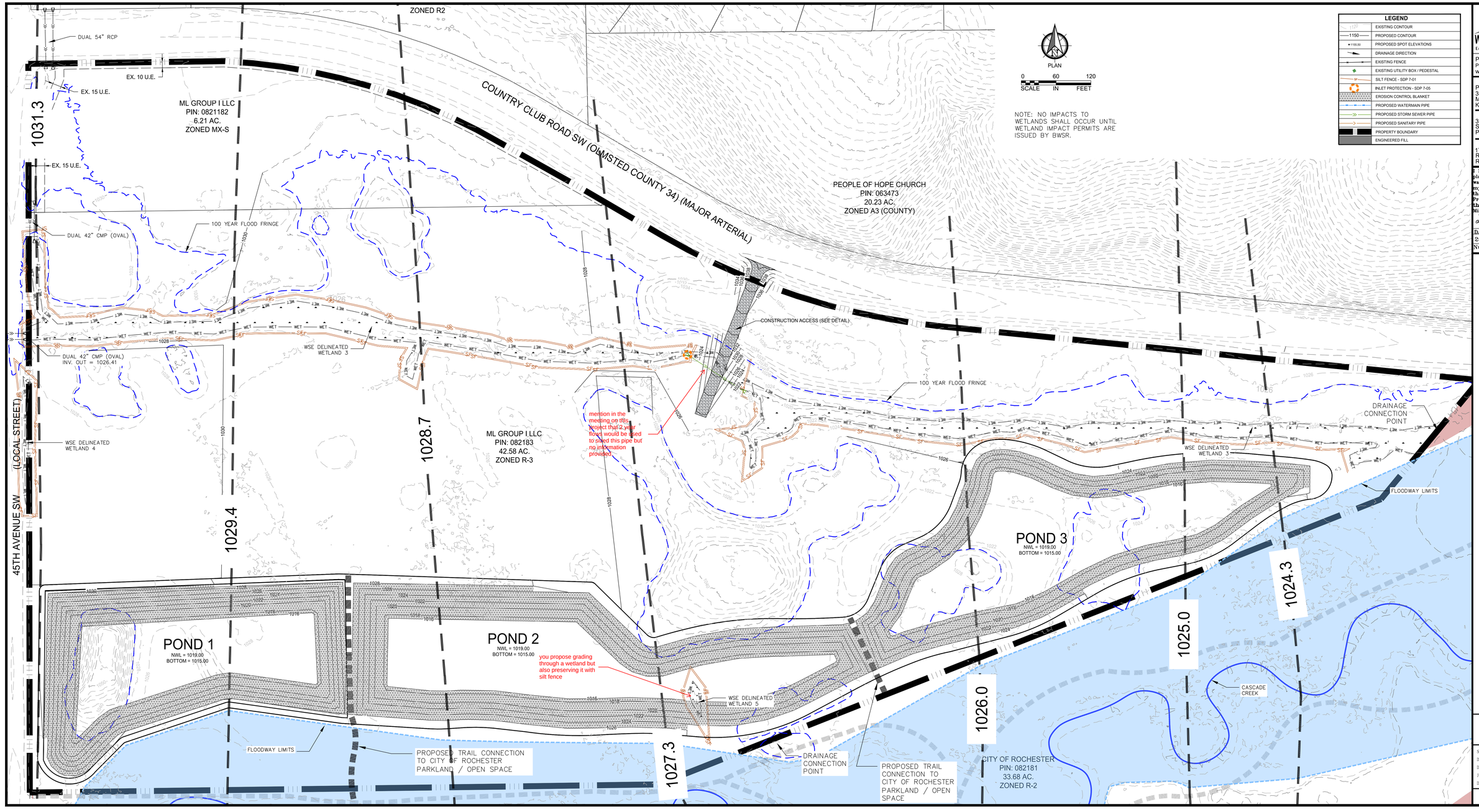
REV:	DATE:	DESCRIPTION:
1	11/17/25	CITY CUP MEMO REVIEW

DETAIL PLATES
WEST MEADOW
OLMSTED COUNTY, MINNESOTA

SCALE: AS SHOWN
DATE: 9/24/2025
DRAWN BY: C.D.T
JOB NUMBER: 076-255101
DWG. FILE:

076-255101-CD01.dwg

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www.wse.engineering

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KASSON, MN 55944

PLAINVIEW OFFICE
320 WEST BROADWAY
SUITE 3
PLAINVIEW, MN 55964

ROCHESTER OFFICE
1765 RESTORATION ROAD SW
ROCHESTER, MN 55902

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.

Daniel Zemke
25800 9/24/2025
Number Date

MASS GRADING PLAN
WEST MEADOWS
ROCHESTER, MINNESOTA

SCALE: AS SHOWN
DATE: 9/22/2025
DRAWN BY: R.R.S.
JOB NUMBER: 076-255101
DWG. FILE: 076-255101 MASS GRADING 02

076-255101 Mass Grading 02.dwg
11/19/2025 9:47:49 AM
242

EROSION PREVENTION PRACTICES:

RAPID STABILIZATION METHOD #1: THIS METHOD SHALL CONSIST OF TYPE 1 MULCH (2 TON PER ACRE) WITH DISC ANCHORING BE SPREAD IN AREAS THAT HAVE BEEN UNWORKED FOR 14 DAYS. THIS METHOD SHALL BE USED ON SLOPES OF 3:1 AND LESS. OPERATOR MUST APPLY MULCH IN A UNIFORM PATTERN OVER THE DISTURBED SOILS TO ACHIEVE A MINIMUM OF 90% GROUND COVER.

RAPID STABILIZATION METHOD #2: THIS WORK SHALL CONSIST OF OPERATIONS NECESSARY TO RAPIDLY STABILIZE SMALL CRITICAL AREA WITHIN 200 FEET OF SURFACE WATERS, TO PREVENT OFF SITE SEDIMENTATION AND OR TO COMPLY WITH PERMIT REQUIREMENTS. INSTALL PER MNDOT SPECIFICATIONS 2575.3N.

RAPID STABILIZATION METHOD #3: THIS METHOD SHALL CONSIST OF CATEGORY 3 EROSION CONTROL BLANKET (NATURAL NET ONLY) IN COMBINATION WITH MNDOT SEE MIX 22-111 (2 LBS PER 100 SQ. YD.) AND TYPE 3 SLOW RELEASE FERTILIZER (8LBS PER 100 SQ. YD.) THIS IS AN ACCEPTABLE BMP FOR DISTURBED AREAS ADJACENT TO ENVIRONMENTALLY SENSITIVE AREAS, SURFACE WATERS, AND WITHIN THE LAST 200 FEET OR DITCH BOTTOMS.

EROSION PREVENTION:

Construction of silt fence and all other erosion control measures shall be complete before other construction activity occurs.

Use phased construction whenever practical and establish turf as soon as possible to minimize sediment transport.

The contractor shall inspect the construction site once every seven days and within 24 hours after rain events for damage to erosion control devices. If damaged or ineffective erosion control devices are discovered, they shall be repaired or replaced. The contractor shall maintain inspection records, which include date and time of inspections, dates of rainfall events, rainfall amount, findings of inspections, corrective actions taken (including dates and times), and documentation of any changes to the temporary or permanent erosion control plans made during construction.

Temporary stockpiles require additional sediment control and temporary cover after 7 days.

Turf establishment or temporary seeding of all exposed soil not being actively worked shall be stabilized:

Erosion and sediment control measures shown are minimum, and additional measures must be installed as needed to control erosion and sediment.

Effective containment is required for all liquid and solid waste generated by washout operations (e.g., concrete, stucco, paint, form release oils, curing compounds and other construction materials) related to the construction activity.

Turbid or sediment-laden waters related to dewatering or basin drainage (e.g., pumped discharges, trench/ditch cuts for drainage) must discharge to a temporary or permanent sediment basin on the project site unless infeasible. Permittees may dewater to surface waters if they visually check to ensure adequate treatment has been obtained and nuisance conditions (see Minn. R. 7050.0210, subp. 2) will not result from the discharge.

Type of Slope or Disturbance Area	Time Area Can Remain Open Without Being Actively Worked	
	Normal Water	Special/Impaired Water
Steeper than 3:1	14 Days	7 Days
10:1 to 3:1	14 Days	7 Days
Flatter than 10:1	14 Days	7 Days
Ditches	14 Days	7 Days
Pipe Ends	1 Day	1 Day
Within 200 feet of Surface Water	1 Day	1 Day

GRADING NOTES:

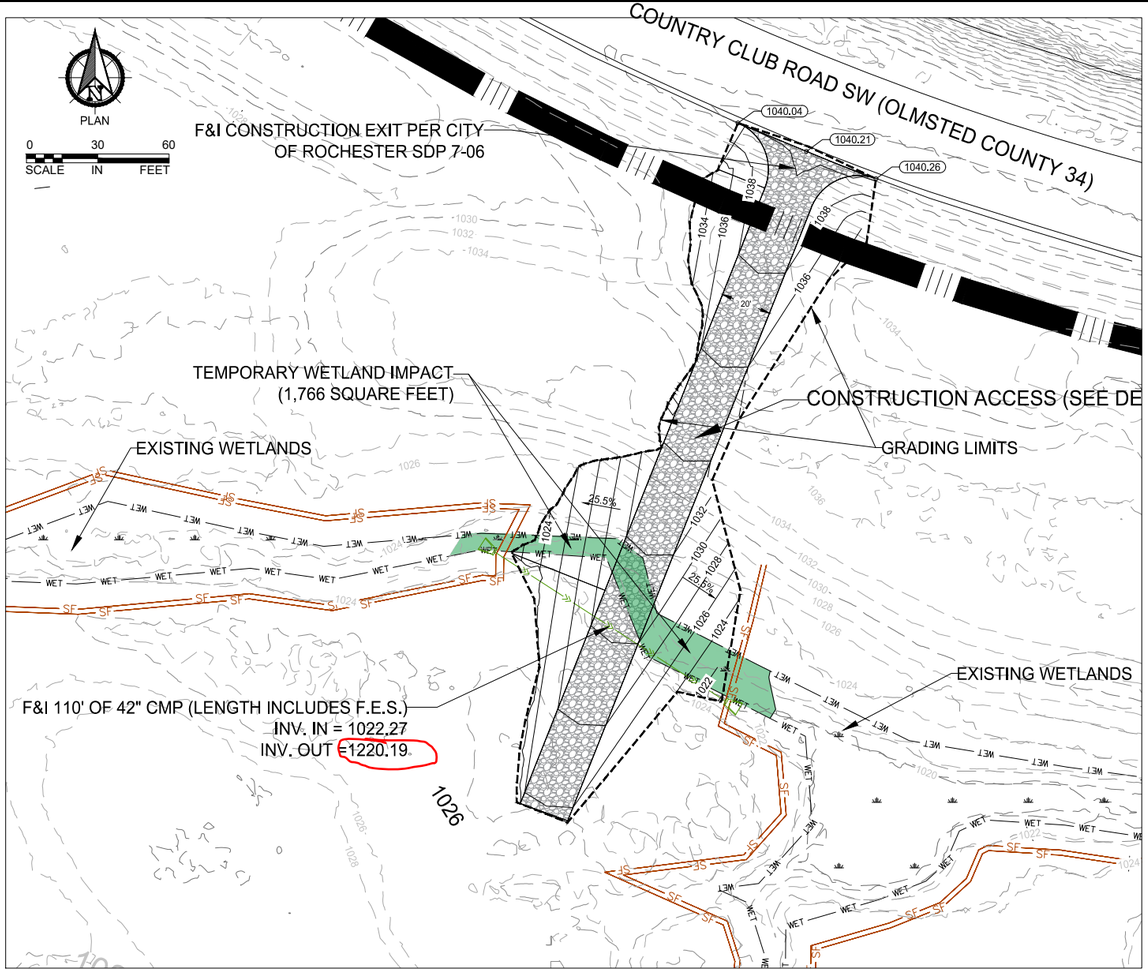
1. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE THAT SEDIMENT DOES NOT LEAVE THIS SITE. IT IS REQUIRED THAT THE CONTRACTOR INSTALL A STABILIZED VEHICLE EXIT TO KEEP SEDIMENT TRACKING TO A MINIMUM.
2. ALL PROPOSED ELEVATIONS ARE TOP OF PAVING OR FINISHED GRADE, UNLESS NOTED OTHERWISE. PROPOSED ELEVATIONS ARE INTENDED TO PROVIDE POSITIVE DRAINAGE TOWARDS CATCH BASINS AND/OR OUTLETS. THE CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE THE REQUIRED ELEVATIONS, WHICH WILL PROMOTE POSITIVE DRAINAGE THROUGHOUT THE PROJECT SITE.
3. SPOT ELEVATIONS ARE FLOW LINE AND/OR FINISHED GRADES, UNLESS OTHERWISE INDICATED BY THE LOCATION OF THE SPOT. ADD 6" TO FLOW LINE ELEVATIONS TO OBTAIN THE TOP OF CURB ELEVATIONS, UNLESS NOTED OTHERWISE.
4. EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMP) SHALL BE INSTALLED BEFORE LAND DISTURBING OPERATIONS BEGIN AND SHALL REMAIN IN PLACE UNTIL FINAL STABILIZATION HAS BEEN ESTABLISHED.
5. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THE LOCATION AND ELEVATION OF ALL UTILITIES PRIOR TO THE BEGINNING OF CONSTRUCTION.
6. THE CONTRACTOR SHALL NOTIFY ALL APPROPRIATE ENGINEERING DEPARTMENTS AND UTILITY COMPANIES 72 HOURS PRIOR TO CONSTRUCTION. ALL NECESSARY PRECAUTIONS SHALL BE TAKEN TO AVOID DAMAGE TO EXISTING UTILITIES.
7. THE SITE HAS NOT NECESSARILY BEEN DESIGNED TO BALANCE THE ON-SITE MATERIALS. THE CONTRACTOR IS RESPONSIBLE FOR DETERMINING THE EARTHWORK QUANTITY ON THIS SITE. EXCESS MATERIAL, IF ANY SHALL BE DISPOSED OF OFF-SITE. THE CONTRACTOR SHALL IMPORT SUITABLE MATERIAL AS NEEDED.
8. CONTRACTOR SHALL VERIFY ALL EXISTING AND PROPOSED ELEVATIONS PRIOR TO START OF CONSTRUCTION. VERIFY CRITICAL ELEVATIONS TO ENSURE CONFORMANCE WITH GRADING PLAN, PARTICULARLY WITH WALK AND/OR PAVEMENTS TO REMAIN. MEET EXISTING GRADES ALONG STREETS, PROPERTY LINES AND DRIVEWAY ENTRANCES. RESTORE ALL EXISTING PAVEMENTS TO THEIR ORIGINAL, IF NOT BETTER CONDITION. NOTIFY OWNER OF ANY CONFLICTS.
9. GRADING ACTIVITY WHICH BLOCKS TRAFFIC OF ANY STREET, ALLEY, OR DRIVE IS SUBJECT TO APPROVAL BY THE CITY
10. ALL GRADES WITHIN THE LANDSCAPED AREA SHALL NOT EXCEED 3:1 VERTICAL SLOPE AND OWNER ACKNOWLEDGES THE SITE CONTAINS SLOPES LESS THAN 2%.
11. ALL NON-PAVED AREAS SHALL RECEIVE A FOUR-INCH(4") LAYER OF TOPSOIL
12. SLOPES GREATER THAN 4:1 ARE STABLE FROM LAND SLIDING AND EROSION.

EROSION PREVENTION PRACTICES:

SOD/SEED MIX:
MNDOT SEED MIX AND/OR SOD WITH APPROPRIATE MNDOT FERTILIZER WILL BE USED AS PERMANENT COVER FOR ALL EXPOSED GROUND AREAS PER MANUFACTURERS SPECIFICATIONS, PERMANENT COVER SHALL HAVE 4" MINIMUM TOPSOIL, SEED MIX, AND DISK ANCHOR, OR 4" MINIMUM TOPSOIL AND SOD. REQUIRED ON ALL SLOPE LONGER THAN 200' OR GREATER THAN 5.0%.

EROSION CONTROL BLANKET: A MNDOT CLASSIFIED EROSION CONTROL BLANKET SHALL BE ADDED IN COMBINATION WITH SEED MIX/FERTILIZER TO ALL AREAS SLOPED AT 4:1 OR GREATER AND 4:1 SLOPES LONGER THAN 30', HIGH PRIORITY AREAS, AS WELL AS IN OR NEAR DITCH BOTTOMS TO ESTABLISH PERMANENT EROSION CONTROL.

TEMPORARY WINTER COVER:
AREAS OF EXPOSED SOILS THAT ARE NOT COMPLETED BEFORE THE WINTER WILL BE STABILIZED WITH TYPE #3MULCH(CERTIFIED AS WEED FREE) ADJACENT TO WETLAND OR STORMWATER PONDS. ALL OTHER DISTURBED AREAS SHALL BE STABILIZED WITH TYPE #1 MULCH. ALL EXPOSED SOILS SHALL BE STABILIZED BEFORE CONSTRUCTION IS COMPLETED FOR THE SEASON.



CONSTRUCTION ACCESS AND TEMPORARY WETLAND IMPACT DETAIL

EARTHWORK VOLUMES (TOTAL DISTURBED AREA, EXCLUDES WETLAND AREAS)	
RAW CUT	137,027 C.Y.
RAW FILL	79,645 C.Y.
NET (CUT)	57,382 C.Y.

PROJECT LAND USE SUMMARY:	
Item	Area (ac)
Parcel Identification Numbers	640512082183
Parcel Area	42.6
Disturbed Area	28.3
Pre-development Impervious Area	0.4
Pre-development Pervious Area	42.2
Post-development Pervious Area	42.1
Proposed New Impervious Area	0.1
Developable Area	30.7

DEVELOPABLE AREA REDUCTION CALCULATIONS

WETLANDS	1.63 AC
FLOODPLAIN	10.3 AC
PUBLIC STORMWATER FACILITIES	0.00 AC
PARKLAND	0.00 AC
NATURAL SLOPES GREATER THAN 18%	0.00 AC
TOTAL REDUCTION	11.9 AC

EXISTING UTILITY NOTES

THE LOCATION OF UNDERGROUND AND OVERHEAD FACILITIES OR STRUCTURES AS SHOWN ON THE PLANS ARE BASED ON AVAILABLE RECORDS AT THE TIME THE PLANS WERE PREPARED AND ARE NOT GUARANTEED TO BE COMPLETE OR CORRECT. THERE MAY BE ADDITIONAL UNDERGROUND AND OVERHEAD UTILITIES NOT SHOWN ON THE PLAN THAT MAY BE REQUIRE RELOCATION OR REMOVAL. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO REQUEST A GOPHER STATE ONE CALL PRIOR TO THE START OF ANY CONSTRUCTION TO DETERMINE THE EXACT LOCATION OF ALL FACILITIES AND TO PROVIDE ADEQUATE PROTECTION OF SAID UTILITIES DURING THE COURSE OF WORK.

LEGEND	
1120	EXISTING CONTOUR
1150	PROPOSED CONTOUR
1155.50	PROPOSED SPOT ELEVATIONS
	DRAINAGE DIRECTION
	EXISTING FENCE
	EXISTING UTILITY BOX / PEDESTAL
SF	SILT FENCE - SDP 7-01
	INLET PROTECTION - SDP 7-05
	EROSION CONTROL BLANKET
	PROPOSED WATERMAIN PIPE
	PROPOSED STORM SEWER PIPE
	PROPOSED SANITARY PIPE
	PROPERTY BOUNDARY
	ENGINEERED FILL

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P.O. BOX 100
33 B E VETERANS MEMORIAL HIGHWAY
KASSON, MN 55944

PLAINVIEW OFFICE
320 WEST BROADWAY
SUITE 3
PLAINVIEW, MN 55964

ROCHESTER OFFICE
1765 RESTORATION DRIVE SW
ROCHESTER, MN 55902

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Daniel Zemke
25800 11/17/2025
Number Date

REV:	DATE:	DESCRIPTION:
1	11/17/25	CITY CUP MEMO REVIEW

GRADING NOTES WEST MEADOW OLMSTED COUNTY, MINNESOTA

SCALE: AS SHOWN
DATE: 9/24/2025
DRAWN BY: C.D.T
JOB NUMBER: 076-255101
DWG. FILE:

076-255101 Mass Grading 02.dwg

11/19/2025 9:47:39 AM

STORM WATER POLLUTION PREVENTION PLAN

GENERAL PROJECT INFORMATION:

PROJECT SITE NAME: WEST MEADOWS
PROJECT LOCATION: PID: 640512082183
WSE PROJECT NUMBERS: 076-255101
STREET: COUNTRY CLUB ROAD SW **CITY:** ROCHESTER **TOWNSHIP:** ROCHESTER TWP **COUNTY:** OLMSTED
STATE: MN **ZIP:** 55902 **LATITUDE/LONGITUDE:** 44.019472° / -92.529319°

PROJECT NARRATIVE:
THIS PROJECT INCLUDES SITE MASS GRADING TO ELEVATE THE SITE OUT OF THE 100 YEAR FLOOD FRINGE.

RESPONSIBLE PARTIES:
THE OPERATOR/CONTRACTOR AND OWNER ARE REQUIRED TO APPLY FOR AND RECEIVE A NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER CONSTRUCTION PERMIT FROM THE MPCA AT LEAST 7 DAYS PRIOR TO BEGINNING WORK. CONTRACTOR AND OWNER SHALL IDENTIFY A PERSON KNOWLEDGEABLE AND EXPERIENCED IN THE APPLICATION OF EROSION PREVENTION AND SEDIMENT CONTROL BMPS WHO WILL OVERSEE THE IMPLEMENTATION OF THE SWPPP.

ML GROUP 1 LLC OWNERS AGENT: DAN FITZPATRICK

OWNER: NAME: PHONE:

OPERATOR/CONTRACTOR: NAME: PHONE:

IF APPLICABLE, THE OWNER SHALL IDENTIFY THE ENTITY RESPONSIBLE FOR THE LONG TERM OPERATION AND MAINTENANCE OF THE STORM WATER MANAGEMENT SYSTEM.

COMPANY: NAME: PHONE:

THIS SWPPP WAS PREPARED BY INDIVIDUALS THAT HAVE BEEN PROPERLY TRAINED IN ACCORDANCE WITH SECTION 21.1 OF THE NPDES PERMIT (CERTIFICATION CARDS ARE AVAILABLE UPON REQUEST).

SWPPP DEVELOPER:
WSE ENGINEERING SERVICES (RYAN SCHOENFELDER)
1765 RESTORATION RD SW
ROCHESTER, MN 55902
507-634-4505 / RYAN@WSE.ENGINEERING

PROJECT ENGINEER:
WSE ENGINEERING SERVICES (DAN ZEMKE)
1765 RESTORATION ROAD SW
ROCHESTER, MN 55902
507-405-4363 / DANIEL.ZEMKE@WSE.ENGINEERING

APPLICABLE FEDERAL, TRIBAL, STATE OR LOCAL PROGRAMS: THE OPERATOR IS RESPONSIBLE TO COMPLY WITH ALL APPLICABLE PERMITS, MNDOT SPECIAL PROVISIONS, MNDOT SPEC BOOK (2020 EDITION) AND MNDOT SPECIFICATIONS. THE MORE STRINGENT OF LOCAL VS. STATE VS. FEDERAL RULES SHALL APPLY WHERE THEY CONFLICT.

CONTACTS:

AGENCY	PERMIT	NAME	PHONE NUMBER/E-MAIL
MPCA (EMERGENCY)	N/A	STATE DUTY OFFICER	1-800-422-0798
MPCA	CSW#	DAVID BODOVINITZ	507-206-2654/DAVID.BODOVINITZ@STATE.MN.US
USACE (SECTION 404)	N/A	DAVE STUDENSKI	651-290-5902/DAVID.A.STUDENSKI@USACE/ARMY.MIL
OLMSTED COUNTY (WCA)	N/A	SKIP LANGER	507-328-7070/SKIP.LANGER@OLMSTEDCOUNTY.GOV
CITY OF ROCHESTER (WCA)		DON VANKEULEN	507-328-7118/VANKEULEN.DON@OLMSTEDCOUNTY.GOV
DNR (PUBLIC WATERS)	N/A	NICOLE LEHMAN	507-206-2854/NICOLE.LEHMAN@STATE.MN.US

PROJECT ORGANIZATION CONTACTS	NAME	PHONE NUMBER
CONTRACTOR'S EROSION AND SEDIMENT CONTROL SUPERVISOR		
CONTRACTOR'S EROSION AND SEDIMENT CONTROL INSTALLER		

CONSTRUCTION ACTIVITIES	ESTIMATED DATES OF SOIL DISTURBANCE ACTIVITIES
INSTALL TEMPORARY SEDIMENT CONTROL BMPS	OCTOBER 2025
GRADING & UTILITY WORK	OCTOBER 2025-SEPTEMBER 2026
FINAL STABILIZATION/LANDSCAPING	OCTOBER 2026

STORMWATER MANAGEMENT SYSTEMS:

STORMWATER MANAGEMENT IS NOT REQUIRED AS THE PROJECT'S DEVELOPMENT CREATES A NET INCREASE OF LESS THAN 1 ACRE OF IMPERVIOUS SURFACE PER SECTION 15.1 OF THE NPDES PERMIT.

PERMANENT STORMWATER MANAGEMENT SYSTEM: PERMANENT STORMWATER PONDS ARE PRELIMINARILY SIZED BUT ARE NOT A PART OF THIS PROJECT.

TEMPORARY STORMWATER MANAGEMENT SYSTEM: THREE TEMPORARY BASINS PROVIDE TEMPORARY TREATMENT DURING CONSTRUCTION. THERE ARE MORE THAN FIVE (5) ACRES DRAINING TO A COMMON LOCATION PER SECTION 23.1 OF THE NPDES PERMIT.

LONG-TERM MAINTENANCE OF STORMWATER MANAGEMENT SYSTEMS: THE STORMWATER MANAGEMENT SYSTEM IS THE RESPONSIBILITY OF THE OWNER AND OPERATOR DURING CONSTRUCTION. THE LONG-TERM MAINTENANCE OF THE STORMWATER SYSTEMS SHALL BE THE RESPONSIBILITY OF THE OWNER.

PROJECT-SPECIFIC INFORMATION:

ESTIMATED BMP QUANTITIES:

ITEM REF.	DETAILS	DESCRIPTION	UNIT	QUANTITY
2573.501	-	EROSION CONTROL SUPERVISOR	LS	1
2573.503	SDP 7-01	SILT FENCE, TYPE MS	LF	10,389
2573.503	SDP 7-05	SEDIMENT CONTROL LOG, TYPE WOOD CHIP	LF	40
2573.502	SDP 7-05	STORM DRAIN INLET PROTECTION	EACH	1
2575.508	-	SEEDING (SEED MIX NO. 25-151)	LB	7-Acres
2575.508	-	SEEDING (SEED MIX NO. 33-262)	LB	21.3-Acres
2575.504	-	SODDING, TYPE SALT TOLERANT	SY	N/A
2575.509	-	RAPID STABILIZATION METHOD 1	ACRE	N/A
2575.509	-	RAPID STABILIZATION METHOD 2 (SFM)	ACRE	N/A
2575.504	SDP 7-06	EROSION CONTROL BLANKET - CATEGORY 10	SY	26,560
2573.501	SDP 7-03	STABILIZED CONSTRUCTION EXIT	EACH	1
2573.503		FILTER BERM, TYPE 5	EACH	N/A

LOCATION OF SWPPP COMPONENTS		
DESCRIPTION	TITLE	LOCATION
SWPPP NARRATIVE	SWPPP	SHEET 6
SITE MAP	SWPPP	SHEET 7
CONSTRUCTION PHASING/STAGING, BUFFERS & AREAS NOT TO BE DISTURBED	CONSTRUCTION PLAN	SHEET 4
DIRECTION OF FLOW (PRE-/POST-CONSTRUCTION)	CONSTRUCTION PLAN	SHEET 4
IMPERVIOUS SURFACES	CONSTRUCTION PLAN	SHEET 4
TEMPORARY EROSION & SEDIMENT CONTROL	CONSTRUCTION PLAN	SHEET 4
BMPS/SLOPES (3:1)	CONSTRUCTION PLAN	SHEET 4
PERMANENT EROSION CONTROL BMPS	CONSTRUCTION PLAN	SHEET 4
DRAINAGE AREAS	CONSTRUCTION PLAN	SHEET 4
STORM SEWER	CONSTRUCTION PLAN	SHEET 4
GRADING	CONSTRUCTION PLAN	SHEET 4
BMP DETAILS/SPECIFICATIONS	SWPPP	SHEET 6

PROJECT-SPECIFIC CONSTRUCTION ACTIVITY NOTES:

1. VERIFY THAT ALL PERMITS HAVE BEEN OBTAINED AND/OR OBTAIN THE NECESSARY PERMITS IN ACCORDANCE WITH THE CITY, COUNTY AND/OR STATE. REQUEST A PRE-DISTURBANCE INSPECTION FROM THE ENGINEER OF RECORD PRIOR TO INITIATING EARTH DISTURBANCE ACTIVITY.
2. INSTALL ALL PERIMETER AND DOWN-GRADIENT EROSION PREVENTION AND SEDIMENT CONTROL BMPS, INCLUDING CONSTRUCTION ENTRANCES AND INLET PROTECTION DEVICES PRIOR TO SITE GRADING, EXCAVATION, STOCKPILING OR DISTURBING EXISTING VEGETATIVE COVER. INSTALL ALL DOWN-GRADIENT PERIMETER CONTROLS BEFORE ANY UP-GRADIENT DISTURBANCE BEGINS.
3. ATTEMPT TO PHASE ALL WORK TO MINIMIZE EROSION AND MAINTAIN VEGETATIVE COVER TO THE GREATEST EXTENT POSSIBLE. PRESERVE ALL NATURAL BUFFERS SHOWN ON PLAN.
4. MARK OR OTHERWISE DELINEATE AREAS ON THE SITE NOT TO BE DISTURBED, INCLUDING ENVIRONMENTALLY SENSITIVE AREAS, WETLANDS AND OTHER SURFACE WATERS BEFORE CONSTRUCTION BEGINS.
5. ESTABLISH A SITE LOCATION AND COMPLETE INSTALLATION OF ANY PORTABLE TOILET, FUELING AREA, SPILL KIT LOCATION, CONCRETE WASHOUT AREA, HAZARDOUS MATERIAL HANDLING AND STORAGE AREA, STAGING AREA, STOCKPILING AREA AND OTHER SWPPP DESIGNATED AREAS. UPDATE ON-SITE COPY OF SWPPP TO REFLECT LOCATION OF THESE ITEMS.
6. ESTABLISH AND ENFORCE PROTOCOLS REGARDING CLEANING OF ALL EQUIPMENT THAT HAS BEEN USED IN INFESTED WATERS OR WATERS WITH INVASIVE SPECIES TO PREVENT THE SPREAD OF BOTH AQUATIC AND TERRESTRIAL INVASIVE SPECIES. OBTAIN VERIFICATIONS FROM ALL SUBCONTRACTORS THAT EQUIPMENT IS CLEAN, OR NEW, AND WILL NOT SPREAD INVASIVE SPECIES.
7. IF APPLICABLE, PROVIDE MEANS AND METHODS OF SITE DEWATERING. DEWATERING SHALL FOLLOW MPCA AND CITY/COUNTY STANDARDS AND REQUIREMENTS. SUBMIT A DEWATERING PLAN FOR REVIEW BY ENGINEER PRIOR TO CONSTRUCTION.
8. ESTABLISH AND ENFORCE TRAFFIC FLOW AND PATTERNS, INCLUDING HAUL ROADS, AT THE PROJECT SITE TO MINIMIZE SOIL DISTURBANCE, TRACKING AND COMPACTION, AND TO PRESERVE NATIVE AND EXISTING VEGETATION. UPDATE ON-SITE COPY OF SWPPP TO REFLECT HAUL ROADS AND OTHER SITE TRAFFIC PATTERNS.
9. PERFORM SITE GRADING, EXCAVATION, STOCKPILING WORK IN ACCORDANCE WITH THE SWPPP AND PLANS.
10. WHEN PERMANENT BMPS OR PORTIONS THEREOF ARE INSTALLED, STAKE OR MARK THESE AREAS AND INSTALL SEDIMENT PROTECTION UPGRADIENT OF COMPLETED AREAS TO AVOID COMPACTION AND FOULING OF SYSTEM ELEMENTS. PERMANENT BMPS SHALL BE CONSTRUCTED AND STABILIZED TO THE GREATEST EXTENT PRACTICAL PRIOR TO BEING PLACED INTO SERVICE. IN THE EVENT THAT PERMANENT STABILIZATION CANNOT BE ACHIEVED BEFORE BEING PLACED INTO SERVICE, TEMPORARY MEASURES TO PREVENT FOULING SHALL BE IN PLACE.
11. PERFORM SITE RESTORATION ACTIVITIES FOR PERMANENT VEGETATIVE ESTABLISHMENT. TEMPORARY BMPS SUCH AS MULCH AND HYDROMULCH AND/OR EROSION CONTROL BLANKET DO NOT CONSTITUTE PERMANENT VEGETATIVE COVER; SOD INSTALLATION MAY CONSTITUTE PERMANENT VEGETATIVE COVER.
12. ENSURE FINAL STABILIZATION:

12.1. ALL SOIL DISTURBING ACTIVITIES ARE COMPLETE AND A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DESTINY OF 70% OVER THE ENTIRE PERVIOUS SURFACE HAS BEEN ACHIEVED, INCLUDING STABILIZATION OF ALL DITCHES AND SWALES.
12.2. REMOVE ALL TEMPORARY SYNTHETIC AND STRUCTURAL BMPS, EXCEPT AS SPECIALLY AUTHORIZED/REQUIRED BY OWNER.
12.3. REMOVE ALL SEDIMENT FROM STORMWATER CONVEYANCES AREAS AND PIPES.
12.4. REQUEST A FINAL INSPECTION FROM OWNER AND ENGINEER OF RECORD PRIOR TO INITIATING PERMIT TERMINATION.

EXISTING SITE CONDITIONS, SOILS, & WATER RESOURCES:

SOILS AND NATIVE TOPSOIL: NATIVE TOPSOIL MAY BE STRIPPED AND STOCKPILED FOR FINAL GRADING OPERATIONS WHERE INDICATED IN THE CONSTRUCTION PLANS AND SPECIFICATIONS. METHODS AND EQUIPMENT TO MINIMIZE SOIL COMPACTION (E.G. PROPOSED INFILTRATION AREAS, DRIP LINE OF TREES TO BE PRESERVED, ETC.) SHALL BE DETERMINED BY THE OPERATOR'S SWPPP AMENDMENT. TRACKED VEHICLES ARE PREFERRED AND WHEELED VEHICLES ARE DISCOURAGED IN THESE AREAS. AN NRCS SOIL SURVEY MAP IS INCLUDED ON THE SECOND PAGE OF THE SWPPP.

RECEIVING WATERS: PROJECT STORMWATER RUNOFF WILL DISCHARGE INTO ROW . RECEIVING WATERS WITHIN 1 MILE OF THE PROJECT BOUNDARY ARE LISTED BELOW:

NAME OF WATER BODY	TYPE (DITCH, POND, WETLAND, LAKE, ETC)	SPECIAL OR IMPAIRED WATER?
CASCADE CREEK	CREEK	IMPAIRED

DESCRIPTION OF IMPAIRED WATERS OR WATER SUBJECT TMDLS: A SPECIAL AND IMPAIRED WATERS SEARCH WAS COMPLETED USING THE MPCA SEARCH ENGINE (https://www.pca.state.mn.us/water/impaired-waters-viewer-iwav) ON 7/15/2024. BASED ON THIS REVIEW, THERE IS ONE IMPAIRED WATERS WITH CONSTRUCTION-RELATED IMPAIRMENTS WITHIN ONE MILE OF A PROJECT DISCHARGE POINT. THE IMPAIRED WATER IS WHITE WATER RIVER SOUTH FORK. THIS WILL HAVE NO IMPACT ON THE PROPOSED PROJECT

CONSTRUCTION PHASING/STAGING, BUFFERS, STEEP SLOPES & AREAS NOT TO BE DISTURBED: THE OWNER SHALL COORDINATE ALL LAND DISTURBING ACTIVITIES TO MINIMIZE THE SIZE OF EXPOSED AREAS AND DURATION OF EXPOSURE. MASS GRADING OF THE SITE SHALL BE AVOIDED. ALL AREAS OUTSIDE OF THE PROPOSED GRADING LIMITS ON THE CONSTRUCTION PLANS SHALL NOT BE DISTURBED, UNLESS APPROVED BY THE OWNER AND ENGINEER. EROSION BLANKET SHALL BE PLACED ON ALL STEEP SLOPES 3:1 OR GREATER WHERE INDICATED ON THE PLANS.

ENVIRONMENTALLY SENSITIVE AREAS: THE US FISH & WILDLIFE SERVICE LISTS THE RUSTY PATCHED BUMBLE BEE, ACADIAN FLYCATCHER, BUTTERNUT, WOOD TURTLE, BLACK REDHORSE, AMERICAN GINSENG, CERULEAN WARBLER, AND HAIRY VALERIAN AS THREATENED/ENDANGERED WITHIN OLMSTED COUNTY. DUE TO THE NATURE OF EXISTING SITE CONDITIONS AND THE PROPOSED PROJECT ACTIVITY, NO IMPACTS TO STATE OR FEDERALLY LISTED SPECIES ARE ANTICIPATED.

DRINKING WATER/WELLS: A REVIEW OF THE MINNESOTA WELL INDEX WAS COMPLETED USING THE MDH SEARCH ENGINE (https://mnwellindex.web.health.state.mn.us/#) ON 7/15/2025. NO WELLS ARE MAPPED WITHIN THE PROPOSED PROJECT. THE SITE IS NOT LOCATED WITHIN A DRINKING WATER SUPPLY MANAGEMENT AREA.

CONTAMINATED PROPERTIES: THE MPCA'S "WHAT'S IN MY NEIGHBORHOOD" DATABASE (https://mpca.maps.arcgis.com/apps/webappviewer/index.html?id=9d45793c75644e05bac197525f633f87) WAS REVIEWED ON 7/15/2025. THE RESULTS OF THIS REVIEW SHOWED TWO STORM WATER WITH ONE WITHIN THE PROPERTY, AND ONE ADJACENT TO THIS PROPERTY.

CONTAMINATED SOILS: IF CONTAMINATED SOILS ARE DISCOVERED DURING GRADING OPERATIONS, THE CONTRACTOR MUST IMMEDIATELY SUSPEND WORK AND NOTIFY THE ENGINEER AND OWNER.

STORMWATER POLLUTION MITIGATION MEASURES (AS IDENTIFIED FROM ENVIRONMENTAL REVIEW): THE APPROVED ENVIRONMENTAL ASSESSMENT WORKSHEET DID NOT IDENTIFIED ANY REQUIRED MITIGATION MEASURES.

KARST AREAS: THIS SITE IS LOCATED IN A KARST AREA. THERE IS NO KARST FEATURES THAT HAVE BEEN IDENTIFIED WITHIN THE PROJECT SITE. IF A SINKHOLE IS ENCOUNTERED THE CONTRACTOR SHALL SUSPEND WORK AND COORDINATE WITH A GEOLOGIST OR GEOTECHNICAL ENGINEER

FISH EXCLUSION DATES: PROJECT ACTIVITIES ARE NOT PROPOSED WITHIN ANY DNR WATERBODIES. FISH EXCLUSION DATES DO NOT APPLY TO THIS PROJECT.

AQUATIC INVASIVE SPECIES: IF APPLICABLE, ALL IN-STREAM AND DEWATERING EQUIPMENT SHALL BE DECONTAMINATED OF ALL AQUATIC PLANTS AND PROHIBITED INVASIVE SPECIES PRIOR TO USING WITHIN SURFACE WATERS ON-SITE AND TRANSPORTING OFF-SITE. ALL DECONTAMINATION ACTIVITIES SHALL MEET THE CHAPTER STANDARDS OF THE MINNESOTA DNR'S BEST PRACTICES MANUAL FOR MEETING DNR GENERAL PUBLIC WATERS WORK PERMIT GP 2004-0001. MINNESOTA DNR'S BEST PRACTICES MANUAL FOR MEETING DNR GENERAL PUBLIC WATERS WORK PERMIT GP 2004-0001.

WETLANDS: THERE ARE THREE (3) JURISDICTIONAL WETLANDS LOCATED WITHIN THE PROJECT SITE. THESE WETLANDS SHALL NOT BE IMPACTED PRIOR TO THE APPROVED REPLACEMENT PLAN.

INSPECTIONS, TRAINING & RECORD KEEPING:

1. THE SWPPP CHAIN OF RESPONSIBILITY MUST BE AMENDED BY THE OPERATOR WHEN THE IDENTITY OF RESPONSIBLE SITE OPERATORS (EROSION CONTROL SUPERVISOR, SUB-CONTRACTORS, ETC.) ARE KNOWN.
2. THE OPERATOR MUST INSPECT THE ENTIRE CONSTRUCTION SITE AT LEAST ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GRATER THAN 0.5 INCHES IN 24 HOURS. THE OPERATOR SHALL PROVIDE A RAINFALL GAUGE ON-SITE, WITHIN ONE MILE OF THE SITE, OR SOURCE OF THE WEATHER REPORTING SYSTEM THAT USES SITE SPECIFIC RAINFALL DATA FROM RADAR SUMMARIES. THE LOCATION AND SOURCE OF THE RAINFALL GAUGE OR REPORTING SYSTEM MUST BE DOCUMENTED IN THE FIRST SWPPP INSPECTION REPORT. THE INSPECTION FREQUENCY MAY BE REDUCED TO ONCE PER MONTH, IF SITE CONDITIONS MEET PART 11.10.B OF THE NPDES/SDS PROGRAM MNR100001. ALL INSPECTIONS AND MAINTENANCE CONDUCTED MUST BE RECORDED IN WRITING AND RETAINED WITH THE SWPPP. RECORDS OF EACH INSPECTIONS AND MAINTENANCE ACTIVITY SHALL INCLUDE:

2.1. DATE, TIME, AND NAME OF PERSON(S) CONDUCTING INSPECTIONS.
2.2. FINDINGS OF INSPECTIONS, INCLUDING RECOMMENDATIONS FOR CORRECTIVE ACTIONS.
2.3. CORRECTIVE ACTIONS TAKEN (INCLUDING DATES, TIMES, AND PARTY COMPLETING MAINTENANCE ACTIVITIES); INCLUDING DOCUMENTATION/PHOTOS OF IMPLEMENTED BMPS INTENDED TO CORRECT A PROBLEM BUT FAILED.
2.4. DATE AND AMOUNT OF ALL RAINFALL EVENTS GREATER THAN 0.5 INCHES IN 24 HOURS.
2.5. DOCUMENTATION OF CHANGES OR AMENDMENTS MADE TO THE SWPPP.

3. SWPPP AMENDMENTS AND SITE PLANS WILL BE PREPARED BY THE OPERATOR AND SUBMITTED TO THE OWNER FOR REVIEW AND WRITTEN APPROVAL BY THE PROJECT OWNER (OR DESIGNATED REPRESENTATIVE), ALL OWNER ACCEPTED AND DENIED SWPPP AMENDMENTS AND SITE PLANS MUST BE RECORDED IN WRITING AND RETAINED WITH THE SWPPP.
4. THE SWPPP SHALL BE AMENDED TO INCLUDE ADDITIONAL OR MODIFIED BMPS, DESIGNED TO CORRECT IDENTIFIED PROBLEMS OR ADDRESS SITUATIONS (UNDER PART 6.1-6.4 OF THE NPDES/SDS PROGRAM MNR100001) PRIOR TO CONDUCTING SPECIFIC STAGES/PHASES OF THE PROJECT, AS REQUIRED BY THE OWNER AND DEFINED IN THIS PROJECT SWPPP.
5. THE SWPPP (ORIGINAL OR COPIES), ALL CHANGES TO THE SWPPP, PROJECT MANUAL, AND INSPECTIONS/MAINTENANCE RECORDS MUST BE KEPT AT THE SITE DURING CONSTRUCTION BY THE OPERATOR WHO HAS OPERATIONAL CONTROL OF THAT PORTION OF THE SITE. THE SWPPP SHALL BE KEPT IN THE FIELD OFFICE OR ON-SITE VEHICLE DURING NORMAL WORKING HOURS.
6. THE OPERATOR MUST ASSIGN A TRAINED INDIVIDUAL(S) (PURSUANT TO PART 5.20-5.21 OF THE NPDES/SDS PROGRAM MNR100001) TO OVER SEE THE IMPLEMENTATION, MAINTENANCE, AND REPAIR OF BMPS. THIS INDIVIDUAL(S) SHALL ALSO PERFORM INSPECTIONS, REVISE/AMEND THE SWPPP (DOCUMENT IN SWPPP AS NECESSARY), AND BE AVAILABLE FOR AN ON-SITE INSPECTION WITHIN 72 HOURS UPON REQUEST BY THE PERMITTED OWNER (OR ITS DESIGNEE), LOCAL GOVERNMENT UNITS, OR MPCA.

SWPPP AMENDMENTS:

THE PERMITTEE(S) MUST AMEND THE SWPPP AS NECESSARY TO INCLUDE ADDITIONAL REQUIREMENTS, SUCH AS ADDITIONAL OR MODIFIED BMPS THAT ARE DESIGNED TO CORRECT PROBLEMS IDENTIFIED OR ADDRESS SITUATIONS WHENEVER:

1. THERE IS A CHANGE IN DESIGN, CONSTRUCTION, OPERATION, MAINTENANCE, WEATHER OR SEASONAL CONDITIONS THAT HAS A SIGNIFICANT EFFECT ON THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS OR GROUNDWATER.
2. INSPECTIONS OR INVESTIGATIONS BY SITE OWNER OF OPERATORS, USEPA OR MPCA OFFICIALS INDICATE THE SWPPP IS NOT EFFECTIVE IN ELIMINATING OR SIGNIFICANTLY MINIMIZING THE DISCHARGE OF POLLUTANTS TO SURFACE WATERS OR GROUNDWATER OR THAT THE DISCHARGES ARE CAUSING WATER QUALITY STANDARD EXCEEDING (E.G., NUISANCE CONDITIONS AS DEFINED IN MINN. R. 7050.0210, SUBP. 2) OR THE SWPPP IS NOT CONSISTENT WITH THE OBJECTIVES OF A USEPA APPROVED TMDL.
3. THE SWPPP IS NOT ACHIEVING THE GENERAL OBJECTIVES OF MINIMIZING POLLUTANTS IN STORMWATER DISCHARGES ASSOCIATED WITH CONSTRUCTION ACTIVITY, OF THE SWPPP IS NOT CONSISTENT WITH THE TERMS AND CONDITIONS OF THIS PERMIT.

PERMIT TERMINATION OR MODIFICATION:

1. TERMINATION OF COVERAGE WHEN CONSTRUCTION IS COMPLETE: ALL PERMITTEE(S) MUST SUBMIT A NOTICE OF TERMINATION TO THE MPCA ON A FORM PROVIDED BY THE COMMISSIONER WITHIN 30 DAYS AFTER ALL ACTIVITIES REQUIRED FOR FINAL STABILIZATION ARE COMPLETE. THE PERMITTEE(S)' COVERAGE UNDER THIS PERMIT TERMINATES AT MIDNIGHT ON THE SUBMISSION DATE.
2. TERMINATION OF COVERAGE WHEN TRANSFER OF OWNERSHIP OCCURS; ALL PERMITTEE(S) MUST SUBMIT A NOT ON A FORM PROVIDED BY THE COMMISSIONER WITHIN 30 DAYS AFTER SELLING OR OTHERWISE LEGALLY TRANSFERRING THE ENTIRE SITE, INCLUDING PERMIT RESPONSIBILITY FOR ROADS (E.G., STREET SWEEPING) AND STORMWATER INFRASTRUCTURE FINAL CLEAN OUT, OR TRANSFERRING PORTIONS OF A SITE TO ANOTHER PARTY. THE PERMITTEE(S)' COVERAGE UNDER THIS PERMIT TERMINATE AT MIDNIGHT ON THE SUBMISSION DATE OF THE NOT.
3. PERMITTEE(S) MAY TERMINATE PERMIT COVERAGE PRIOR TO COMPLETION OF ALL CONSTRUCTION ACTIVITY IF ALL OF THE FOLLOWING CONDITIONS ARE MET. AFTER THE PERMIT IS TERMINATED UNDER THIS PART, IF THERE IS ANY SUBSEQUENT DEVELOPMENT ON THE REMAINING PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITY WAS NOT COMPLETE, NEW PERMIT COVERAGE MUST BE OBTAINED IF THE SUBSEQUENT DEVELOPMENT ITSELF OF AS PART OF THE REMAINING COMMON PLAN OF DEVELOPMENT OR SALE WILL RESULT IN LAND DISTURBING ACTIVITIES OF ONE (1) OF MORE ACRES IN SIZE.

3.1. CONSTRUCTION ACTIVITY HAS CEASED FOR AT LEAST 90 DAYS; AND
3.2. AT LEAST 90 PERCENT (BY AREA) OF ALL ORIGINALLY PROPOSED CONSTRUCTION ACTIVITY HAS BEEN COMPLETED AND PERMANENT COVER ESTABLISHED IN THOSE AREAS; AND
3.3. ON AREAS WHERE CONSTRUCTION ACTIVITY IS NOT COMPLETE PERMANENT COVER HAS BEEN ESTABLISHED; AND
3.4. THE SITE IS IN COMPLIANCE WITH PART 13.3 THROUGH 13.7 OF THE PERMIT.

4. PERMITTEE(S) MAY TERMINATE COVERAGE UPON APPROVAL BY THE MPCA IF INFORMATION IS SUBMITTED TO THE MPCA DOCUMENTING THAT TERMINATION IS APPROPRIATE BECAUSE THE PROJECT IS CANCELED.
5. THE PERMITTEE MUST MAKE THE SWPPP, ALL INSPECTION REPORTS, MAINTENANCE RECORDS, TRAINING RECORDS AND OTHER INFORMATION REQUIRED BY THIS PERMIT, AVAILABLE TO FEDERAL, STATE AND LOCAL OFFICIALS WITH THREE (3) DAYS UPON REQUEST FOR THE DURATION OF THE PERMIT AND FOR THREE (3) YEARS FOLLOWING THE NOTICE OF TERMINATION.

PERMIT MODIFICATION: IF THE OWNER OR OPERATOR CHANGES (I.E. AN ORIGINAL DEVELOPER SELLS PORTIONS OF THE PROPERTY TO VARIOUS HOMEBUILDERS OR SELLS THE ENTIRE SITE TO A NEW OWNER), THE CURRENT OWNER AND THE NEW OWNER OR OPERATOR MUST SUBMIT A COMPLETE PERMIT MODIFICATION FORM PROVIDED BY THE MPCA. THE CURRENT OWNER AND THE NEW OWNER OR OPERATOR MUST SUBMIT THE FORM PRIOR TO THE NEW OWNER OR OPERATOR COMMENCING CONSTRUCTION ACTIVITY NO LATER THAN 30 DAYS AFTER TAKING OWNERSHIP OF THE PROPERTY.

THE CURRENT OWNER MUST PROVIDE A SWPPP TO THE NEW OWNER AND OPERATOR THAT SPECIFICALLY ADDRESSES THE REMAINING CONSTRUCTION ACTIVITY. THE NEW OWNER OR OPERATOR CAN IMPLEMENT THE ORIGINAL SWPPP, MODIFY THE SWPPP, OR DEVELOP A NEW SWPPP. PERMITTEES MUST ENSURE THEIR ACTIVITIES DO NOT RENDER ANOTHER PARTY'S EROSION PREVENTION AND SEDIMENT CONTROL BMPS INEFFECTIVE.

SPECIFIC REQUIREMENTS INCLUDING INSPECTION AND MAINTENANCE:

THE CONTRACTOR MUST IDENTIFY AN EROSION CONTROL SUPERVISOR (ECS) WHO IS KNOWLEDGEABLE AND EXPERIENCE IN THE APPLICATION OF EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPS). THE ECS MUST WORK WITH THE PROJECT ENGINEER TO OVERSEE AND IMPLEMENT THE SWPPP AND THE INSTALLATION, INSPECTION AND MAINTENANCE OF EROSION AND SEDIMENT CONTROL BMPS BEFORE, DURING AND AFTER CONSTRUCTION. THE CONTRACTOR/ECS IS REQUIRED TO COMPLY WITH THE TRAINING REQUIREMENTS IN PART 21.1-21.3 OF THE NPDES/SDS PROGRAM MNR100001.

THE CONTRACTOR/ECS SHALL DEVELOP A CHAIN OF RESPONSIBILITY WITH ALL OPERATORS ON THE SITE TO ENSURE THAT THE SWPPP WILL BE IMPLEMENTED AND STAY IN EFFECT UNTIL THE PROJECT SITE HAS UNDERGONE FINAL STABILIZATION IN ACCORDANCE WITH PART 13.1 OF THE NPDES PERMIT AND A NOTICE OF TERMINATION (NOT) HAS BEEN SUBMITTED TO THE MPCA IN ACCORDANCE WITH PART 4.1 OF THE NPDES PERMIT.

THE CONTRACTOR/ECS MUST ROUTINELY INSPECT THE ENTIRE CONSTRUCTION SITE AT LEAST ONCE EVERY SEVEN DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCH IN 24 HOURS. THE CONTRACTOR SHALL TAKE ACTION TO ELIMINATE ANY DEFICIENCIES FOUND DURING THESE INSPECTIONS AND CONTACT THE MPCA IF CONTAMINATED STORMWATER HAS REACHED ANY SURFACE WATER. THE CONTRACTOR MUST PROVIDE 2 RAIN GAUGES TO BE INSTALLED ON THE CONSTRUCTION SITE. COPIES OF THE INSPECTION RECORDS ARE TO BE SUBMITTED TO THE ENGINEER. DRAINAGE CALCULATIONS ARE RETAINED IN THE PROJECT DESIGN FILE.

THE CONTRACTOR/ECS OR PROJECT ENGINEER MUST AMEND THE SWPPP AS NECESSARY TO INCLUDE ADDITIONAL REQUIREMENTS, SUCH AS ADDITIONAL OR MODIFIED BMPS, DESIGNED TO CORRECT PROBLEMS OR ADDRESS SITUATIONS IN ACCORDANCE WITH PART 6.1-6.4 OF THE NPDES/SDS PROGRAM MNR100001.

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I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Daniel J Zemke
Daniel Zemke
25800 9/24/2025
Number Date

REV:	DATE:	DESCRIPTION:

SWPPP
WEST MEADOW
OLMSTED COUNTY, MINNESOTA

SCALE: AS SHOWN
DATE: 9/24/2025
DRAWN BY: C.D.T
JOB NUMBER: 076-255101
DWG. FILE:

076-255101-SWPPP01.dwg

9/23/2025 12:20:00 PM

TEMPORARY SEDIMENT CONTROL REQUIREMENTS:

1. THE CONTRACTOR/ECS IS RESPONSIBLE FOR THE SEDIMENT CONTROL PRACTICES CONTAINED IN PART 9.1 OF THE NPDES PERMIT. SEDIMENT CONTROL PRACTICES MUST BE INSTALLED ON ALL DOWN GRADIENT PERIMETERS BEFORE ANY UP GRADIENT LAND DISTURBING ACTIVITIES BEGIN. THERE SHALL BE NO UNBROKEN SLOPE LENGTHS GREATER THAN 75 FEET FOR SLOPES WITH A GRADE OF 3:1 OR STEEPER. THESE PRACTICES MUST REMAIN IN PLACE UNTIL FINAL STABILIZATION HAS BEEN ESTABLISHED.

2. PERIMETER CONTROL BMPS SHALL BE INSTALLED ON ALL DOWN GRADIENT PERIMETERS AND UP GRADIENT OF ANY BUFFER AREA, PRIOR TO INITIATING UP GRADIENT LAND DISTURBANCE ACTIVITIES. UPLAND PERIMETER CONTROLS BMPS SHALL BE PLACED AS CLOSE AS POSSIBLE TO FOLLOW A SINGLE CONTOUR ELEVATION. ALL SILT FENCES MUST BE REPAIRED, REPLACED, OR MAINTAINED WHEN THEY REMAIN NONFUNCTIONAL OR THE SEDIMENT REACHES 1/2 THE HEIGHT OF THE FENCE. ALL REPAIRS MUST BE COMPLETED BY THE END OR THE NEXT BUSINESS DAY AFTER DISCOVERY, OR AS SOON AS FIELD CONDITIONS ALLOW ACCESS. FLOATING SILT CURTAIN SHALL BE INSTALLED AS CLOSE TO THE SHORELINE AS POSSIBLE FOR SHORELAND/IN-WATER SHORT-TERM CONSTRUCTION ACTIVITIES. AFTER THE SHORT-TERM ACTIVITY IS COMPLETE, UPLAND PERIMETER CONTROL MUST BE INSTALLED IF EXPOSED SOILS CONTINUE TO DRAIN TO THE SURFACE WATER.

3. SURFACE WATERS INCLUDING OFF-SITE AND DOWNSTREAM DRAINAGE DITCHES, CATCH BASINS, AND CONVEYANCE SYSTEMS, MUST BE INSPECTED FOR EVIDENCE OF EROSION AND SEDIMENT DEPOSITION. THE REMOVAL AND STABILIZATION OF EXPOSED SOILS MUST TAKE PLACE WITHIN SEVEN (7) DAYS OF DISCOVERY UNLESS PRECLUDED BY LEGAL, REGULATORY, OF PHYSICAL ACCESS CONSTRAINTS. PERMITTEES ARE RESPONSIBLE FOR CONTRACTING ALL LOCAL, REGIONAL, STATE, AND FEDERAL AGENCIES AND RECEIVING AND APPLICABLE PERMITS, PRIOR TO CONDUCTING ANY WORK.

4. TEMPORARY AND PERMANENT STORMWATER TREATMENT SYSTEMS MUST BE DRAINED AND SEDIMENT REMOVED WHEN THE DEPTH REACHES ONE-HALF OF THE STORAGE VOLUME. IF THE TREATMENT SYSTEM IS OVERLOADED, ADDITIONAL UP GRADIENT SEDIMENT CONTROL PRACTICES OR REDUNDANT BMPS MUST BE INSTALLED TO ELIMINATE OVERLOADING, AND THE SWPPP MUST BE AMENDED TO IDENTIFY THESE ADDITIONAL PRACTICES.

5. ALL STORM DRAIN INLETS MUST BE PROTECTED BY APPROPRIATE BMPS DURING CONSTRUCTION UNTIL ALL SOURCES WITH POTENTIAL FOR DISCHARGING TO THE INLET HAVE BEEN STABILIZED. INLET PROTECTION CAN BE REMOVED IF A SPECIFIC SAFETY CONCERN HAS BEEN IDENTIFIED AND THE PROCEDURE IN PART 9,6-9.8 OF THE NPDES/SDS PROGRAM MNR100001 IS FOLLOWED.

6. TEMPORARY SOIL STOCKPILES MUST HAVE SILT FENCE OR OTHER EFFECTIVE SEDIMENT CONTROLS AND CANNOT BE PLACED IN SURFACE WATERS, INCLUDING STORM WATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS, OR CONDUIT AND DITCHES, UNLESS THERE IS A BYPASS FOR STORMWATER.

7. VEHICLE TRACKING OF SEDIMENT FROM THE CONSTRUCTION SITE MUST BE MINIMIZED BY BMPS SUCH AS STONE OR WOOD CHIP PADS, CONCRETE OR STEEL WASH RACKS, OR EQUIVALENT SYSTEMS. STREET SWEEPING WITH COLLECTION MUST BE USED WITHIN ONE DAY OF DISCOVERY IF SUCH BMPS ARE NOT ADEQUATE TO PREVENT SEDIMENT FORM BEING TRACKED ONTO THE STREET (SEE PART 9.11-9.12 OF THE NPDES/SDS PROGRAM MNR10000).

8. DEWATERING RELATED TO THE CONSTRUCTION ACTIVITY MUST COMPLY WITH PART 10.1-10.5 OF THE NPDES/SDS PROGRAM MNR10000. DEWATERING DISCHARGE THAT MAY HAVE TURBID OR SEDIMENT LADEN DISCHARGE MUST BE DISCHARGED TO A TEMPORARY OR PERMANENT SEDIMENTATION BASIN ON THE PROJECT SITE WHENEVER POSSIBLE AND BMPS MUST BE IMPLEMENTED TO PREVENT WATER CONTAINING SEDIMENT OR OTHER POLLUTANTS FROM BEING DISCHARGED TO A WATER OF THE STATE. CONTRACTOR MAY CONSTRUCT TEMPORARY SEDIMENTATION BASINS IN ACCORDANCE WITH PART 14.1-14.10 OF THE NPDES/SDS PROGRAM MNR10000.

9. THE CONTRACTOR SHALL INSPECT THE CONSTRUCTION SITE ONCE EVERY SEVEN DAYS AND WITHIN 24 HOURS AFTER RAIN EVENTS FOR DAMAGE TO SEDIMENT CONTROL DEVICES. IF DAMAGED OR INEFFECTIVE SEDIMENT CONTROLS DEVICES ARE DISCOVERED, THEY SHALL BE REPAIRED OR REPLACED. THE CONTRACTOR SHALL MAINTAIN INSPECTION RECORDS, WHICH INCLUDE DATE AND TIME OF INSPECTIONS, DATES OF RAINFALL EVENTS, RAINFALL AMOUNT, FINDINGS OF INSPECTIONS, CORRECTIVE ACTIONS TAKEN (INCLUDING DATES AND TIMES), AND DOCUMENTATION OF ANY CHANGES TO THE TEMPORARY OR PERMANENT EROSION AND SEDIMENT CONTROL PLANS MADE DURING CONSTRUCTION.

TEMPORARY SEDIMENT CONTROL BMP MAINTENANCE:

PERMIETER CONTROL (E.G. SILT FENCE / SEDIMENT CONTROL LOG): SEDIMENT MUST BE REMOVED WHERE ACCUMULATIONS REACH 1/2 THE ABOVE GROUND HEIGHT OF THE BMP OR BECOMES NON-FUNCTIONAL. ANY PERIMETER CONTROL WHICH HAS BEEN UNDERMINED OR OVERTOPPED SHALL BE CORRECTED IMMEDIATELY.

ROCK CONSTRUCTION ENTRANCE: THE STRUCTURE'S THICKNESS SHALL BE CONSTANTLY MAINTAINED TO THE SPECIFIED DIMENSION BY ADDING ROCK. A STOCKPILE OF ROCK MATERIAL SHALL BE MAINTAINED ON THE SITE FOR THIS PURPOSE.

DITCH CHECKS: SEDIMENT MUST BE REMOVED FROM ROCK FILTER BERM WHEN ACCUMULATIONS REACH 1/3 THE HEIGHT OF THE STRUCTURE AND SHALL BE MAINTAINED UNTIL THE DRAINAGE AREAS HAVE ESTABLISHED GROUND COVER.

INLET PROTECTION FILTER BAG INSERT: REMOVE THE FILTER BAG AND DISPOSE OF SEDIMENT WHEN ACCUMULATIONS REACH 1/2 OF THE STORAGE OF THE BAG.

DISPOSAL OF REMOVED SEDIMENT: SEDIMENT SHALL BE PLACED AWAY FROM THE BMP THAT IS BEING MAINTAINED, AND HAS NO CHANCE OF WASHING RIGHT BACK TO IT WITH THE NEXT RAIN. IF SPREAD OVER A SLOPE, IT MUST BE (AT LEAST TEMPORARILY) STABILIZED. IF PILED WITHIN 200 FEET OF A SURFACE WATER, IT MUST BE ENCLOSED AND/OR STABILIZED TO PREVENT DISCHARGE INTO THE SURFACE WATER.

DISPOSAL OF REMOVED MATERIAL: TRASH AND DEBRIS REMOVED FROM THE SITE SHOULD BE DEPOSITED ONLY AT SUITABLE DISPOSAL/RECYCLING SITES AND MUST COMPLY WITH APPLICABLE LOCAL, STATE, AND FEDERAL WASTE REGULATIONS.

TEMPOARY EROSION PREVENTION REQUIREMENTS:

1. THE CONTRACTOR OR EROSION CONTROL SUPERVISOR IS RESPONSIBLE FOR THE EROSION PREVENTION PRACTICES CONTAINED IN PART 8,1 OF THE NPDES PERMIT. THE CONTRACTOR OR EROSION CONTROL SUPERVISOR MUST PLAN FOR AND IMPLEMENT APPROPRIATE CONSTRUCTION PHASING, VEGETATION BUFFER STRIPS, HORIZONTAL SLOPE GRADING AND OTHER CONSTRUCTION PRACTICES THAT MINIMIZE EROSION. THE LOCATION OF AREAS NOT TO BE DISTURBED MUST BE DELINEATED (MARKED) ON THE DEVELOPMENT SITE BEFORE WORK BEGINS.

2. INSTALLATION OF EROSION PREVENTION MEASURES SHALL BE COMPLETED ON FINISHED SURFACES BEFORE OTHER CONSTRUCTION ACTIVITY OCCURS.

3. USE PHASED CONSTRUCTION WHENEVER PRACTICAL AND ESTABLISH TURF AS SOON AS POSSIBLE TO MINIMIZE EROSION POTENTIAL AND SEDIMENT TRANSPORT.

4. THE CONTRACTOR SHALL INSPECT THE CONSTRUCTION SITE ONCE EVERY SEVEN DAYS AND WITHIN 24 HOURS AFTER RAIN EVENTS FOR DAMAGE TO EROSION PREVENTION DEVICES. IF DAMAGED OR INEFFECTIVE EROSION PREVENTION DEVICES ARE DISCOVERED, THEY SHALL BE REPAIRED OR REPLACED. THE CONTRACTOR SHALL MAINTAIN INSPECTION RECORDS, WHICH INCLUDE DATE AND TIME OF INSPECTIONS, DATES OF RAINFALL EVENTS, RAINFALL AMOUNT, FINDINGS OF INSPECTIONS, CORRECTIVE ACTIONS TAKEN (INCLUDING DATES AND TIMES), AND DOCUMENTATION OF ANY CHANGES TO THE TEMPORARY OR PERMANENT EROSION CONTROL PLANS MADE DURING CONSTRUCTION.

5. ALL EXPOSED SOIL AREAS MUST BE STABILIZED AS SOON AS POSSIBLE TO LIMIT SOIL EROSION AFTER THE CONSTRUCTION ACTIVITY IN THAT PORTION OF THE SITE HAS TEMPORARILY OR PERMANENTLY CEASED BUT IN NO CASE LATER THAN THE FOLLOWING:

	TIME AREA CAN REMAIN OPEN WITHOUT ACTIVELY WORKED	
TYPE OF SLOPE OR DISTURBANCE AREA	NORMAL WATER	SPECIAL/IMPAIRED WATER
STEEPER THAN 3:1	14 DAYS	7 DAYS
10:1 TO 3:1	14 DAYS	7 DAYS
FLATTER THAN 10:1	14 DAYS	7 DAYS
DITCHES	14 DAYS	7 DAYS
PIPE ENDS	24 HOURS	24 HOURS
WITHIN 200 FEET OF SURFACE WATER OR PROPERTY EDGE	24 HOURS	24 HOURS

6. THE NORMAL WETTED PERIMETER OF ANY TEMPORARY OR PERMANENT DRAINAGE DITCH OR SWALE THAT DRAINS WATER FROM ANY PORTION OF THE CONSTRUCTION SITE, OR DIVERTS WATER AROUND THE CONSTRUCTION SITE, MUST BE STABILIZED WITHIN 200 LINEAL FEET FROM THE PROPERTY EDGE, OR FORM THE DISCHARGE INTO ANY SURFACE WATER. STABILIZATION MUST BE COMPLETE WITHIN 24 HOURS AFTER CONNECTION TO A SURFACE WATER.

7. PERMITTEE SHALL NOT USE MULCH, HYDROMULCH OR SIMILAR EROSION PREVENTION PRODUCTS WITHIN ANY PORTION OF THE NORMAL WETTED PERIMETER OF A TEMPORARY OR PERMANENT DRAINAGE DITCH WITH A SLOPES GREATER THAN 2%.

TEMPORARY EROSION PREVENTION METHODS AND PERMANENT VEGETATION COVER:

SOD/SEED MIX: MNDOT SEED MIX AND/OR SOD WITH APPROPRIATE MNDOT FERTILIZER WILL BE USED TO ESTABLISH PERMANENT VEGETATION COVER FOR ALL EXPOSED GROUND AREAS PER MANUFACTURERS SPECIFICATIONS.

PERMANENT VEGETATION COVER: PERMANENT VEGETATION COVER SHALL HAVE 4" MINIMUM TOPSOIL, SEED MIX, FERTILIZER AND HAVE HYDROMULCH, DISK-ANCHORED MULCH OR EROSION CONTROL BLANKET INSTALLED. SOD SHALL BE USED WHERE INDICATED ON PLANS AND CONSIST OF 4" MINIMUM TOPSOIL AND SOD.

EROSION CONTROL BLANKET: A MNDOT CLASSIFIED EROSION CONTROL BLANKET SHALL BE ADDED IN COMBINATION WITH SEED MIX/FERTILIZER TO ALL AREAS SLOPED AT 4:1 OR GREATER AND 4:1 SLOPES LONGER THAN 30', HIGH PRIORITY AREAS, IN OR NEAR DITCH BOTTOMS AND ALL OTHER AREAS AS SHOWN ON THE PLANS TO ASSIST WITH ESTABLISHING PERMANENT VEGETATION COVER.

MULCH MATERIALS: ALL OTHER DISTURBED AREAS SHALL BE STABILIZED WITH TYPE 1 MULCH OR TYPE 3884 HYDRAULIC MULCH WITH NATURAL TACKIFIER TO ACHIEVE 90% GROUND COVER. ALL EXPOSED SOILS SHALL BE STABILIZED BEFORE CONSTRUCTION IS COMPLETED FOR THE SEASON. AREAS OF EXPOSED SOILS THAT ARE NOT COMPLETED AND ESTABLISHED WITH PERMANENT VEGETATION COVER BEFORE THE WINTER WILL BE STABILIZED WITH TYPE 3 MULCH (CERTIFIED AS WEED FREE) TO ACHIEVE A MINIMUM OF 90% GROUND COVER.

FERTILIZER: FERTILIZER SHALL BE APPLIED TO SEEDED AREAS AS INCIDENTAL TO SEEDING. FERTILIZER SHALL BE A 22-5-10 (%N-P-K) APPLIED AT A RATE OF 300 LBS/ACRE.

WEED CONTROL: CONTRACTOR MUST CONTROL WEEDS ON THE ENTIRE PROJECT SITE.

RAPID STABILIZATION METHOD #1: THIS METHOD SHALL CONSIST OF TYPE 1 MULCH (2 TON PER ACRE) WITH DISC ANCHORING BE SPREAD IN AREAS THAT HAVE BEEN UNWORKED FOR 14 DAYS. THIS METHOD SHALL BE USED ON SLOPES OF 3:1 AND LESS. OPERATOR MUST APPLY MULCH IN A UNIFORM PATTERN OVER THE DISTURBED SOILS TO ACHIEVE A MINIMUM OF 90% GROUND COVER.

RAPID STABILIZATION METHOD #2: THIS METHOD SHALL CONSIST OF TYPE 3884 STABILIZED FIBER MATRIX (750 LBS PER ACRE) WITH BE SPREAD IN AREAS THAT HAVE BEEN UNWORKED FOR 14 DAYS. THIS METHOD SHALL BE USED ON SLOPES GREATER THAN 3:1. OPERATOR MUST APPLY MULCH IN A UNIFORM PATTERN OVER THE DISTURBED SOILS TO ACHIEVE 100% GROUND COVER.

CONSTRUCTION PRACTICES TO MINIMIZE STORM WATER CONTAMINATION:

POTENTIAL SOURCES OF POLLUTANTS FROM CONSTRUCTION ACTIVITIES INCLUDE:

- SEDIMENT AND FUGITIVE DUST GENERATED FROM CLEARING AND GRUBBING, IMPORT/EXPORT OPERATIONS.
- REMOVAL/COMPACTION, MASS/FINE GRADING, EXCAVATIONS, TRENCHING, TOPSOIL STRIPING STOCKPILING, WET/DRY PAVEMENT REMOVALS/COMPACTION, MASS/FINE GRADING, EXCAVATIONS, TRENCHING, TOPSOIL STRIPING STOCKPILING, WET/DRY PAVEMENT CUTTING, STREET CONSTRUCTION.
- BASIC/ACIDIC PH LEVELS FROM CURB AND GUTTER, MANHOLE STRUCTURES, SIDEWALKS, DRIVEWAY APRONS, FOUNDATIONS, BRIDGE ABUTMENTS, WET/DRY PAVEMENT CUTTING, MASONRY WASHOUT/CLEANOUT.
- EXCESS NUTRIENTS FROM LANDSCAPING INSTALLATIONS, SOIL ADDITIVES, FERTILIZATION, MULCHING.
- HYDROCARBONS FROM STREET CONSTRUCTION, DEMOLITION/REMOVALS, WET/DRY PAVEMENT CUTTING.

OPERATOR WILL COMPLY WITH ALL OF THE POLLUTION PREVENTION AND MANAGEMENT MEASURES IDENTIFIED IN THE PART 12,1-12,8 OF THE NPDES/SDS PROGRAM MNR10000. IN ADDITION, THE OPERATOR WILL COMPLY WITH STATE RULE 7011.0150 ON DUST PREVENTION REQUIREMENTS. OPERATOR WILL SUBMIT A SPILL PREVENTION AND RESPONSE PLAN (SPRP) TO THE ENGINEER PRIOR TO ANY CONSTRUCTION ACTIVITY. STORAGE AND DISPOSAL OF CONSTRUCTION AND HAZARDOUS WASTES MUST BE IN COMPLIANCE WITH MPCA REGULATIONS.

SOLID WASTE: COLLECTED SOLID WASTE (SEDIMENT, ASPHALT AND CONCRETE MILLINGS, FLOATING DEBRIS, PAPER, PLASTIC, FABRIC, CONSTRUCTION AND DEMOLITION DEBRIS) AND OTHER WASTES MUST BE DISPOSED OF PROPERLY AND MUST COMPLY WITH MPCA DISPOSAL REQUIREMENTS. NO CONSTRUCTION MATERIALS CAN BE BURIED ON SITE.

SANITARY WASTE: LICENSED SANITARY WASTE MANAGEMENT HANDLER MUST DISPOSE OF SANITARY WASTE.

CONCRETE WASHOUT: CONCRETE WASHOUT OPERATIONS MUST BE CONTAINED IN A LEAK PROOF CONTAINMENT FACILITY OR IMPERMEABLE LINER AND MUST BE PERFORMED IN ACCORDANCE WITH PART 12,9 OF THE NPDES/SDS PROGRAM MNR10000.

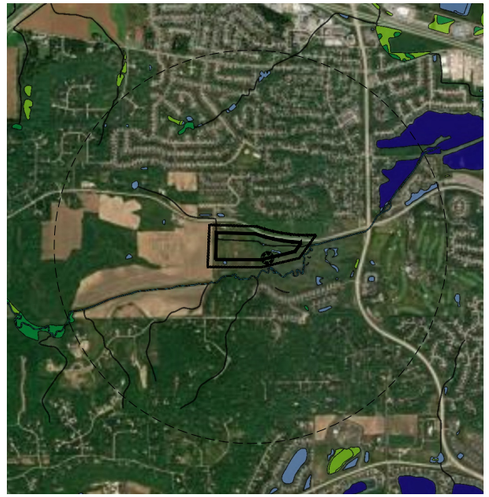
MATERIALS STORAGE: FERTILIZERS MUST BE STORED IN COVERED LOCATIONS. RESTRICTED ACCESS TO CHEMICAL STORAGE AREAS MUST BE PROVIDED TO PREVENT VANDALISM. ALL CHEMICALS MUST BE STORED IN LOCKED CONTAINERS WHEN NOT IN USE.

SPILL CONTAINMENT: CONTRACTOR/EROSION CONTROL SUPERVISOR MUST MAKE A SPILL RESPONSE PLAN BEFORE THE APPLICATION OF ANY CHEMICAL THAT MAY BE HARMFUL TO THE ENVIRONMENT. ALL SPILLS MUST BE REPORTED IMMEDIATELY. SPILL CLEANUP MATERIALS MUST BE AVAILABLE ON SITE. MATERIAL SHALL INCLUDE, BUT NOT LIMITED TO, BROOMS, MOPS, RAGS, GLOVES, ABSORBENT MATERIAL, SAND PLASTIC AND METAL CONTAINERS. SPILLS THAT REACH STORM WATER CONVEYANCE SYSTEMS CONNECTED TO A WATER OF THE STATE MUST BE IMMEDIATELY REPORTED TO THE MPCA STATE DUTY OFFICER.

HAZARDOUS MATERIALS STORAGE: OIL, GASOLINE, PAINT AND ANY HAZARDOUS SUBSTANCES MUST BE PROPERLY STORED, INCLUDING SECONDARY CONTAINMENT, TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE. STORAGE AND DISPOSAL OF HAZARDOUS WASTE MUST BE IN COMPLIANCE WITH MPCA REGULATIONS. FORM RELEASE OIL MUST BE APPLIED OVER A PALLET COVERED WITH ABSORBENT MATERIAL TO COLLECT EXCESS FLUID. THE ABSORBENT MATERIAL SHALL BE REPLACED WHEN SATURATED.

EQUIPMENT MAINTENANCE: VEHICLES MUST BE MONITORED FOR LEAKS AND PREVENTATIVE MAINTENANCE SCHEDULED AND SPILL KITS MUST BE AVAILABLE DURING EQUIPMENT FUELING AND MAINTENANCE OPERATIONS. EXTERNAL WASHING OF TRUCKS AND OTHER CONSTRUCTION VEHICLES MUST BE LIMITED TO A DEFINED AREA OF THE SITE. RUNOFF MUST BE CONTAINED AND WASTE PROPERLY DISPOSED OF. NO ENGINE DEGREASING IS ALLOWED ON SITE.

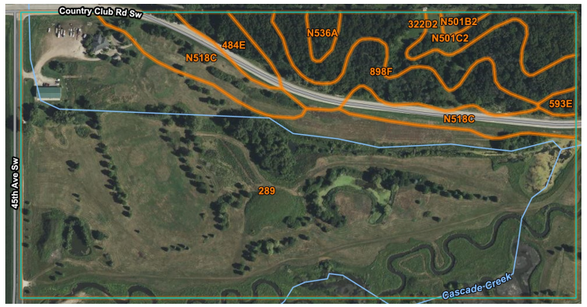
DUST CONTROL: THE CONTRACTOR IS REMINDED TO READ AND UNDERSTAND THE FOLLOWING MINNESOTA RULE 7011.0150 AND THE FOLLOWING: NO PERSON MAY CAUSE OR PERMIT THE HANDLING, TRANSPORTING OR STORING OF ANY MATERIAL IN A MANNER WHICH ALLOWS OR MANY ALLOW CONTROLLABLE PARTICULATE MATTER TO BECOME AIRBORNE. EXCEPT AS OTHERWISE PROVIDED THE CONTRACTOR MAY NOT CAUSE NOR PERMIT THE CONSTRUCTION, REPAIR, DEMOLITION, OR USE OF UNPAVED OR UNTREATED AREAS WITHOUT FIRST PUTTING INTO EFFECT AN ONGOING PROGRAM USING THE BEST PRACTICAL METHODS TO PREVENT PARTICULATE MATTER FORM BECOMING AIRBORNE, DUST FROM THE SITE WILL BE CONTROLLED BY INCREASED STREET SWEEPING AND/OR USING A MOBILE PRESSURE-TYPE DISTRIBUTOR TRUCK TO APPLY POTABLE WATER TO DISTURBED ARES. THE MOBILE UNIT WILL APPLY WATER AT A RATE NECESSARY TO PREVENT RUNOFF AND PONDING.



WETLAND MAP

(NO SCALE)

LEGEND	
	DISCHARGE POINTS
	PROJECT AREA
	1 MILE BUFFER AREA
	200 FOOT BUFFER AREA
	DNR PUBLIC WATERS
	NATIONAL WETLANDS INVENTORY
	DITCHES AND STREAMS



SOILS MAP

(NO SCALE)

Map Unit Symbol	Map Unit Name	Acres in AOI	Percent of AOI
289	Radford silt loam	61.3	71.9%
322D2	Timula silt loam, 12 to 20 percent slopes, moderately eroded	6.3	7.4%
484E	Eyota loamy sand, 12 to 25 percent slopes	1.6	1.9%
593E	Elbaville silt loam, 18 to 30 percent slopes	0.4	0.5%
898F	Brodale-Bellechester complex, 25 to 60 percent slopes	5.5	6.4%
N501B2	Downs silt loam, 2 to 6 percent slopes, moderately eroded	0.4	0.4%
N501C2	Downs silt loam, 6 to 12 percent slopes, moderately eroded	2.7	3.1%
N518C	Lindstrom silt loam, 6 to 12 percent slopes	6.5	7.6%
N536A	Tama silt loam, driftless, 0 to 2 percent slopes	0.7	0.8%
Totals for Area of Interest		**85.2**	**100.0%**

WSE MASSEY LTD
Engineering & Surveying
PH. NO. 507-634-4505
PLANS@WSE.ENGINEERING
www.wse.engineering

KASSON OFFICE
P.O. BOX 100
33 B E VETERANS MEMORIAL HIGHWAY
KASSON, MN 55944

PLAINVIEW OFFICE
320 WEST BROADWAY
SUITE 3
PLAINVIEW, MN 55964

ROCHESTER OFFICE
1765 RESTORATION DRIVE SW
ROCHESTER, MN 55902

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Daniel J Zemke

Daniel Zemke
25800 9/24/2025
Number Date

REV:	DATE:	DESCRIPTION:

SWPPP
WEST MEADOW
OLMSTED COUNTY, MINNESOTA

SCALE: AS SHOWN
DATE: 9/24/2025
DRAWN BY: C.D.T
JOB NUMBER: 076-255101
DWG. FILE:

245

076-255101-SWPPP01.dwg

9/23/2025 12:20:04 PM

Good evening. I'm asking you to table CD2025-007CUP for West Meadows until core technical items are resolved.

First, the flood-fringe fill math has changed dramatically. The EAW's initial estimate was ~240,000 cubic yards of fill, yet the current CUP materials show 73,060 CY for both fill and "compensatory storage." That's an order-of-magnitude swing we haven't seen reconciled. "An initial estimate indicates 240,000 cubic yards…" — p. 22, Section: 11., [of the 204 page Meadow Lake EAW w.pdf]

Comparison of the EAW and. COMPENSATORY STORAGE (CY) 73,060" — p. 1, Section: Exhibit, [Compensatory_Storage_Exhibit_-*CD2025-007CUP.pdf]*

Review_Comments_-_CD2025-007CUP…

*"FILL IN FLOOD FRINGE (CY) 73,060" — p. 1, Section: Exhibit, [Compensatory_Storage_Exhibit-*_CD2025-007CUP.pdf]

Review_Comments_-_CD2025-007CUP…

Second, stormwater claims rely on a proof-of-concept, not a stamped final model. Staff notes say Q2, Q10, and Q100peaks "would all be reduced" and "drawdown would be within 24 hours," but the City simultaneously says Water Resources "will provide revised comments." "The Q2, Q10 and Q100 would all be reduced… drawdown would be within 24 hours." — p. 3, Section: Stormwater Proof of Concept, [Review_Comments_-*CD2025-007CUP_West_Meadows.pdf]*

Review_Comments_-_CD2025-007CUP…

"The Water Resources Team will provide revised comments…" — p. 2, Section: Public Works Review, [Review_Comments-CD2025-007CUP_West_Meadows.pdf]

Review_Comments_-_CD2025-007CUP…

*Also, the exhibit sets a Normal Water Level at **1019.00** and says **Q100** could raise water **~1.5 ft**—numbers that need to match final hydraulics. "NWL: 1019.00… Q100 would result in a bound of 1.5'." — p. 1, Section: Exhibit, [Compensatory_Storage_Exhibit-*_CD2025-007CUP.pdf]

Review_Comments_-_CD2025-007CUP…

Third, key approvals remain open. The **traffic impact report** is not finalized and will drive requirements. "There will be requirements placed… with the accepted final traffic impact report." — p. 2, Section: Olmsted County, [Review_Comments_-*CD2025-007CUP_West_Meadows.pdf]*

Review_Comments_-_CD2025-007CUP…

Wetlands: a replacement & sequencing plan will be required before final approval. *"A wetland replacement & sequencing plan will be required before any final approval…" — p. 2, Section: LGU, [Review_Comments-*_CD2025-007CUP_West_Meadows.pdf]

Review_Comments_-_CD2025-007CUP…

Finally, public notice needs clarity. The Notification Map lists select addresses The entire West Meadows HOA/board did NOT receive notice. — p. 1, Section: Map, [Notification_Map_-_CD2025-007CUP_West_Meadows.pdf]

Notification_Map_-_CD2025-007CU…

Request: Table the CUP until (1) fill vs. compensatory storage is reconciled and stamped; (2) a final, peer-reviewable stormwater/floodplain model is submitted; (3) the traffic report is accepted; (4) the wetland replacement plan is provided; and (5) notice scope is verified. The record isn't ready.

West Meadows CUP — Key Issues

1) Flood-fringe fill vs. compensatory storage — unresolved

- EAW "initial estimate" ≈ **240,000 CY** vs. CUP/Exhibit **73,060 CY** (fill) and **73,060 CY** (storage).
- Ask: **Stamped cut/fill by reach** and **storage by reach**, tied to BFE/RFPE and phasing.

2) Stormwater performance is asserted, not demonstrated

- Claims: Q2/Q10/Q100 **reduced**; **24–48 hr** drawdown. **No full model outputs** in the packet.
- Ask: Submit **Hydrocad/HEC-HMS** inputs/outputs, **pre/post hydrographs**, **outlet rating curves**, **stage–storage tables**, and **drawdown check**.

3) "No-rise" needs the actual HEC-RAS files

- Revised memo cites ≤ **0.02 ft** surcharge and **<0.1 fps** velocity change—dependent on assumptions.
- Ask: Provide **HEC-RAS geometry/plan files**, cross-section plots, and an **independent review**.

4) Building pad elevations vs. earthwork coverage

- RFPE targets shown; **no building footprints/areas** to prove 73,060 CY covers pads + access.
- Ask: **Foundation area schedule** + **earthwork balance** spreadsheet (by phase).

5) Design datum mismatch (NWL vs. stream)

- Basins labeled **NWL ≈ 1019**; adjacent stream ≈ **1021–1023**.
- Ask: Update basin **normal water levels** to **stream baseflow** and show tie-ins on sections.

6) Wetlands not ready

- **Wetland replacement & sequencing plan** still required; bank/credit details not provided.
- Ask: Submit **TEP-reviewed plan** with bank name, credit type/area, service area compliance.

7) Traffic review is still open

- **Traffic Impact Report** not finalized; conditions depend on its acceptance.
- Ask: Hold CUP until the **final TIR** is accepted and mitigation is specified.

8) Public notice scope needs verification

- Notification list/map appears **narrowly drawn**; HOA-wide notice unclear.
- Ask: Confirm **complete HOA coverage** and any required radius beyond immediate frontage.

9) Conditions aren't a substitute for evidence

- "Approve subject to later submittals" **defers** proof of compliance.
- Ask: Build the **complete record now** (models, tables, exhibits), then decide.

Requested Action

Table/continue the CUP to a date certain pending:

1. **Reconciled, stamped H&H package** (HEC-RAS/HMS + storage by reach),
2. **Earthwork balance vs. pad areas**,
3. **Accepted final traffic report**,
4. **Wetland replacement plan**,
5. **Verified public notice coverage**.

RESOLUTION

Approving Conditional Use Permit No CD2025-007CUP, a request by ML Group I LLC, for the placement of excavated fill within the 100-year Flood Prone subdistrict and compensatory stormwater area improvement for the future development of a multifamily development project.

WHEREAS, the ML Group I LLC requested approval for Conditional Use Permit No. CD2025-007CUP for the placement of excavated fill within the 100-year Flood Prone subdistrict and compensatory stormwater area improvement for the future development of a multifamily development project located southeast of the intersection of Country Club Rd W and 45th Ave SW.

WHEREAS, Findings 1-6 in the Community Development Memo dated January 28, 2026, are adopted.

WHEREAS, on January 28, 2026, the City of Rochester Planning and Zoning Commission reviewed the application according to the requirements of Section 60.500.060H.4 of the Unified Development Code and recommended approval with City teammates' findings and conditions.

WHEREAS, on February 18th, 2026, the City of Rochester Common Council held a public hearing to consider this application and adopted findings of fact and recommended approval subject to the conditions listed below, based on the Community Development Memo dated January 28th, 2026.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Rochester that, based on the above stated findings of fact, the applicant has shown by a preponderance of the evidence submitted at the public hearing that it has satisfied the above criteria, subject to the imposition of the conditions of approval stated below.

BE IT FURTHER RESOLVED, that the Common Council of the City of Rochester approve Conditional Use Permit No. CD2025-007CUP requested by the ML Group I LLC, subject to the following conditions of approval:

1. The work contained within the Conditional Use Permit is subject to a grading permit approval. No work may commence until a grading permit has been obtained.
2. Any permanent or temporary wetland impacts will need to be permitted with the Technical Evaluation Panel prior to any work commencing.
3. A second Floodplain Development Permit is required for future construction of buildings on the site.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF ROCHESTER, MINNESOTA, THIS _____ DAY OF _____, 2026.

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF _____, 2026.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Major Land Subdivision No. CD2026-001PLAT by Bigelow Homes, LLC. to be known as Westbury First

MEETING DATE:
February 18, 2026

ORIGINATING DEPT:
Community Development

AGENDA SECTION:
Public Hearings

PRESENTER:
Desmond McGeough

Action Requested:

Adopting a Resolution approving Major Land Subdivision No. CD2026-001PLAT by Bigelow Homes, LLC, to be known as Westbury First, with five conditions, subdividing 35.4 acres into 105 residential lots, 4 outlots, and a dedicated City Parkland parcel.

Report Narrative:

The Applicant is proposing a Major Land Subdivision for a single-family residential development, creating 105 single-family lots on 35.4 acres. This Major Land Division is the first phase of the Westbury development. The 35.4-acre site is located east of 60th Ave NW and approximately 500 feet south of King Arthur Rd NW.

In February of 2024, the property owner, Bigelow Homes LLC., received approval on two concurrent running applications requesting annexation of 28.84 acres of land (CD2024-008ANX) and a request for zone change (CD2024-004ZC) on 38.88 acres of property from Mixed Single Family Residential (R-1) to Low Density Residential - Small Lot (R-2). Subsequently, a General Development Plan (CD2024-007GDP) for a 67.72-acre, 220-lot single-family residential development with 8 acres of proposed parkland was approved by the Development Review Committee in March of 2025.

The request for the subject subdivision will help in addressing the City's shortage of single-family housing units. Westbury First Major Land Subdivision is consistent with the Comprehensive Plan Land Use Classification, R-2 zoning dimensional standards of the Unified Development Code (UDC), and the previously approved General Development Plan for the Westbury Development. The proposed subdivision is surrounded on all sides by the City. On the north and east lies the existing Kingsbury Hills development. To the east and south, the site is undeveloped land that is part of the Highland Preserve General Development Plan.

The Development Review Committee recommends that the Planning and Zoning Commission forward a recommendation of approval to the Mayor and Council on Major Land Subdivision Application No. CD2026-001PLAT.

1. Prior to the submission of a Final Plat, the following Public Works items shall be addressed:
   a) Civil Plans, Grading Plan, and Storm Water Management Plan have been submitted for review, and approval will be required as part of the subdivision approval process for this property. The current street geometry should be considered conceptual.
   b) Execution of a new/updated Development Agreement to replace the existing agreement is required

to address applicable terms and obligations
related to the current development proposal. The owner's execution of the City-prepared new/updated development agreement is required prior to
recording the Final Plat for the first phase of development.

c) Proposed "Outlot A" should not extend to Cambry Ave NW between Lot 34, Block 4, and Lot 1, Block 5. Plans shall be revised to include this area
as part of said Lot 34, Block 4, and Lot 1, Block 5. The area currently shown as an extension of proposed Outlot A to Cambry Ave NW shall be
dedicated as a drainage and utility easement for the proposed public utilities to be installed in this area.

d) Proposed Outlot C should be incorporated as part of Outlot B for this phase of development. Dedication of a Temporary Drainage & Utility
Easement (UE) may be needed over all of the updated Outlot B, in lieu of dedicating separate temporary easements for utility stubs, defined drainage easements temporarily off stub streets.

2. The Utility Easement linework shall continue across the park and "Outlot A" parcels unless parcels are also covered entirely with a UE. The applicant shall provide corrections on the Final Plat application, subject to the satisfaction of RPU Electric.

3. Phase one development only has a single fire department apparatus access road shown, which does not fulfill Fire Department Requirements. Applicant shall sprinkle homes as noted on "Option A" provided by the Fire Department or provide a temporary fire department access road along the south side as demonstrated by "Option B" provided by the Fire Department.

4. This plat is currently responsible for 9.12 acres of Parkland dedication. The identified 8.16-acre park will satisfy a portion of this. The remaining 0.96 acres should be fulfilled via cash-in lieu of land.

5. The name for Hazel Dr NW should be changed to Hazel St NW.

Priorities & Foundational Principles:

Economic Vibrancy & Growth Management
Fiscal Responsibility & Sustainability

Policy Considerations & DEI Impact:

The proposed preliminary plat is consistent with an active General Development Plan and achieves Comprehensive Plan Core principles of Economic Vibrancy and Growth Management, and Fiscal Responsibility & Sustainability.

Prior Legislative Actions & Community Engagement:

December 15, 2025: Major Land Subdivision Neighborhood Information Meeting

Fiscal & Resource Impact:

All development costs will be the responsibility of the developer and will be outlined in a Development Agreement and/or City-Owner Contract.

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:

Desmond McGeough

Attachments:

CD Memo - CD2026-001PLAT - Westbury 1st Major Land Subdivision

Notification Map - Westbury 1st Major Land Subdivsion

Development Timeline Exhibit - CD2026-001PLAT - Westbury 1st Major Land Subdivision

Location Map Exhibit - CD2026-001PLAT - Westbury 1st Major Land Subdivision

Major Land Subdivision Exhibit - CD2026-001PLAT - Westbury 1st Major Land Subdivision

NIM Meeting Notes - CD2026-001PLAT - Westbury 1st Major Land Subdivision

Approved GDP - CD206-001PLAT - Westbury 1st Major Land Subdivision

Review Comments - CD2026-001PLAT - Westbury 1st Major Land Subdivision

MLS Criteria - CD2026-001PLAT - Westbury 1st Major Land Subdivision

PZC Minutes - January 28, 2026 CD2026-001PLAT

Resolution - CD2026-001PLAT - Westbury 1st Major Land Subdivision

ROCHESTER COMMUNITY DEVELOPMENT

City of Rochester, Minnesota
4001 W River Parkway NW, Suite 100
Rochester, MN 55901-7090

Phone: 507-328-2950
Fax: 507-328-2401
Email: CommunityDevelopment@rochestermn.gov

Rochester Planning and Zoning Commission — January 28, 2026

Prepared By: Rochester Community Development Department

Request: Major Land Subdivision #CD2026-001PLAT by Bigelow Homes, to be known as Westbury First, for the subdivision 34.4 of acres into 105 single family lots.

Location: The site is located east of 60th Ave NW and approximately 500 feet south of King Arthur Road NW.
(PIN #s 073833, 078551,073834, 078584).

Applicant: Tony Bigelow – Bigelow Homes, LLC.

Consultant: WHSK & Co.

PLANNING COMMISSION / COUNCIL SUMMARY

Application Type: Major Land Subdivision

What is Considered: The Major Land Subdivision is the initial document authorizing the creation of a subdivision. During the Major Land Subdivision review, the Planning Commission and City Council evaluate the subdivision for conformance with lot development standards, such as lot size, vehicle and pedestrian access /connectivity, public utility needs, and the future for development on adjacent undeveloped land.

Approval Body: Rochester City Council

Development Review Team Recommendation: Approval with conditions:

1. Prior to the submission of a Final Plat, the following Public Works items shall be addressed:
   a. Civil Plans, Grading Plan, and Stormwater Management Plan have been submitted for review, and approval will be required as part of the subdivision approval process for this property. The current street geometry should be considered conceptual.
   b. Execution of a new / updated Development Agreement to replace the existing agreement is required to address applicable terms and obligations related to the current development proposal. Owner's execution of the City-prepared new / updated development agreement is required prior to recording the Final Plat for the first phase of development.
   c. Proposed "Outlot A" should not extend to Cambry Avenue NW between Lot 34, Block 4, and Lot 1, Block 5. Plans shall be revised to include this area as part of said Lot 34, Block 4, and Lot 1, Block 5. The area currently shown as an extension of proposed Outlot A to Cambry Ave NW shall be dedicated as a drainage and utility easement for the proposed public utilities to be installed in this area.

d. Proposed Outlot C should be incorporated as part of Outlot B for this phase of development. Dedication of a Temporary Drainage & Utility Easement may be needed over all of the updated Outlot B, in lieu of dedicating separate temporary easements for utility stubs defined temporary drainage easements off stub streets.

2. The Utility Easement linework shall continue across the park and "Outlot A" parcels unless parcels are also covered entirely with a UE. The applicant shall provide corrections on the Final Plat application, subject to the satisfaction of RPU Electric.

3. Phase one development only has a single fire department apparatus access road shown which does not fulfil Fire Department Requirements. Applicant shall sprinkle homes as noted on "Option A" provided by the Fire Department or provide temporary fire department access road along south side as demonstrated by "Option B" provided by the Fire Department.

4. This plat is currently responsible for 9.12 acres of Parkland dedication. The identified 8.16-acre park will satisfy a portion of this. The remaining .96 acres should be fulfilled via cash-in lieu of land.

5. The name for HAZEL DR NW should be changed to HAZEL ST NW.

PROJECT SUMMARY

The applicant is proposing a Major Land Subdivision for a single-family residential development creating 105 single family lots on 35.4 acres. This Major Land Division is the first phase of the Westbury development. The 35.4-acre site is located east of 60th Ave NW and approximately 500 feet south of King Arthur Road NW.

In February of 2024, the property owner, Bigelow Homes LLC., received approval on two concurrent running applications requesting annexation of 28.84 acres of land (CD2024-008ANX) and a request for zone change (CD2024-004ZC) on 38.88 acres of property from Mixed Single Family Residential (R-1) to Low Density Residential - Small Lot (R-2). Subsequently, a General Development Plan (CD2024-007GDP) for a 67.72-acre, 220 lot single-family residential development with 8 acres of proposed parkland was approved by the Development Review Committee in March of 2025.

The subject request for the subject subdivision will help in addressing the city's shortage of single-family housing units. Westbury First Major Land Subdivision is consistent with the Comprehensive Plan Land Use Classification, R-2 zoning dimensional standards of the UDC and the previously approved General Development Plan for the Westbury Development. The proposed subdivision is surrounded on all sides by the City of Rochester. On the north and east lies the existing Kingsbury Hills development, To the

east and south the site is undeveloped land that is part of the Highland Preserve General Development Plan.

ZONING SUMMARY TABLE	
Land Use/ Zoning	Site: The land use designation of the site is Low Density Residential and located in a R-2 zoning district. The subject area is currently undeveloped and utilized as agricultural cropland at the present time. North: Currently Zoned R-1. The subject area currently consists of single-family residential subdivisions zoned R-1 (Kingsbury Hills Third and Seventh Subdivisions). East: Subject property is zoned R-2. The subject area is currently undeveloped and utilized as agricultural cropland at the present time. The property to the east is not subdivided but is located within the Highland Preserve General Development Plan area (CD2021-001GDP) that was approved in 2021. Per the approved GDP, the subject area is intended to be developed with low density single-family residential development. South: This undeveloped site is currently utilized as agricultural cropland at the present time. The property is not subdivided but is located the approved Highland Preserve General Development Plan area (CD2021-001GDP). The GDP, approved in 2021, is proposed to be developed with low density single-family residential development. West: Zoned R-1. The area to the west has been developed as a single-family residential subdivision (Kingsbury Hills Eighth) and a place of worship land use.
Streets and Access	The property will have access to 60th Ave NW on the west through the adjoining development on Gatehouse Dr NW alignment. There will be additional access provided to Lionhart Dr NW on the north side of the project. The Westbury General Development Plan demonstrates two additional access points, one on the east and one on the south, that will be stubbed out at the project boundary until subdivisions to the east and south are developed and connect to these streets. A Design Analysis for traffic generation for the overall 220-unit subdivision was submitted for the General Development Plan

	application, which has been accepted by Public Works Department.
Utilities	RPU water and electric services can be provided to the subject property. This area is located within the Northwest High Level Water System Area, which is currently available at the south end of Chieftain Dr NW, the south end of Lionhart Dr NW, and the east end of Gatehouse Dr NW. Static water pressures within this property will range from the low 40's to the mid 70's depending on finished floor elevation. Homes with main finished floors above the elevation of 1187.0' need 1 water service installed from the water main to the buildings to reduce the pressure loss from the pipe at higher flow rates. RPU Water will work with the applicant design consultant to develop the necessary water system layout to serve the development. It would be the applicant/property owner responsibility to extend the existing public water main system to this site. RPU electric can also serve the intended development.
Public Facilities	Presently, public facilities (Public Roadways, Sanitary Sewer, and Storm Water Management Facilities) exist to service the site, The entire 67-acre Westbury development will connect into the Kings Run sewer district. Storm drainage facilities will be developed as part of the development with a retention basin located in the northeast and southeast corners of the project.
Wetlands/Decorah Edge/Floodplain	The subject property is located in FEMA Flood Plain Zone "X", which is considered to be outside the 0.2% annual flood event. There is no Decorah Edge Support Overlay Area or mapped Decorah Edge Soils on the subject property. There is, however, a 4.63-acre wetland area located in the northeast corner of the proposed GDP for the project. The subject wetland was created by grading or filling from the development from the Kingsbury Hills development to the north. The Technical Advisory Committee has found the proposed Westbury Development will not have an impact on the existing wetland site. The applicant received approval of a no-loss wetland application from the Local Governmental Unit (LGU) on December 6, 2024 (R2024-019WET).

DEVELOPMENT REVIEW TEAM RECOMMENDATIONS:

The Community Development Team has reviewed the Major Land Subdivision for conformance with the Unified Development Code and finds all Major Land Subdivision findings (Section 60.500.040G.4) are addressed.

The Community Development Team recommends APPROVAL WITH CONDITIONS, as outlined in the Planning Commission / Council Summary above.

ATTACHMENTS

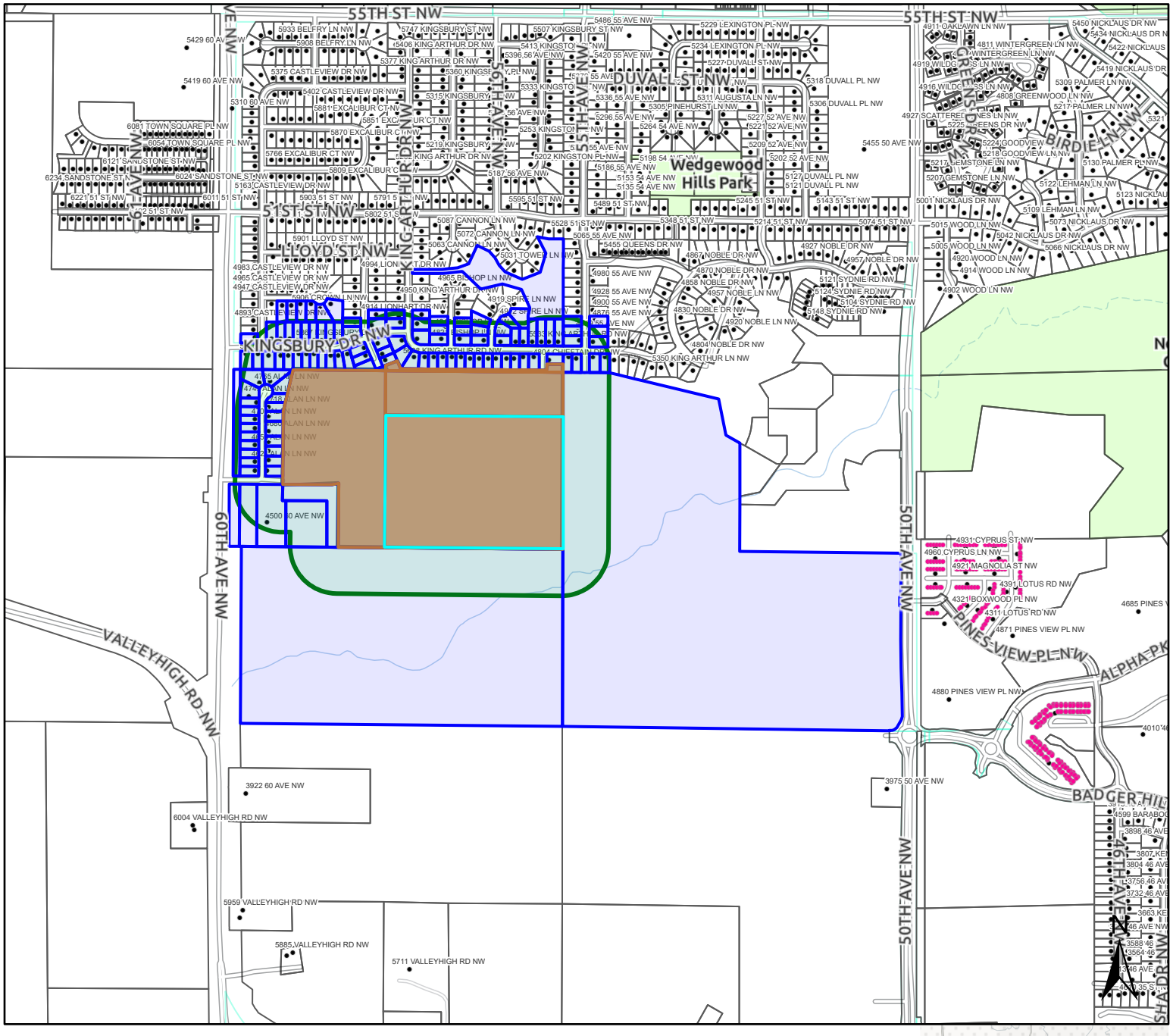
1. Development Process Timeline Exhibit
2. Location Map
3. Major Land Subdivision Exhibit
4. Neighborhood Information Meeting Minutes
5. Approved General Development Plan (CD2024-007GDP)
6. Review Comments
7. Major Land Subdivision Criteria

CD2026-001PLAT - Bigelow Homes

11/13/2025 Olmsted County Geographic Information Systems

0 0.1 0.1 0.2 0.3 mi

Scale: 1:18,056

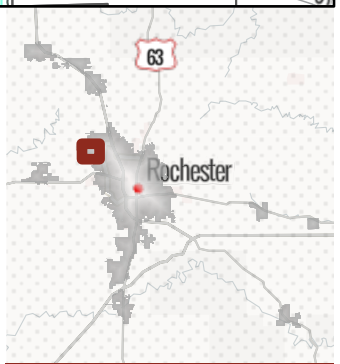


Site of Interest

Notification Locations

Notification Perimeter

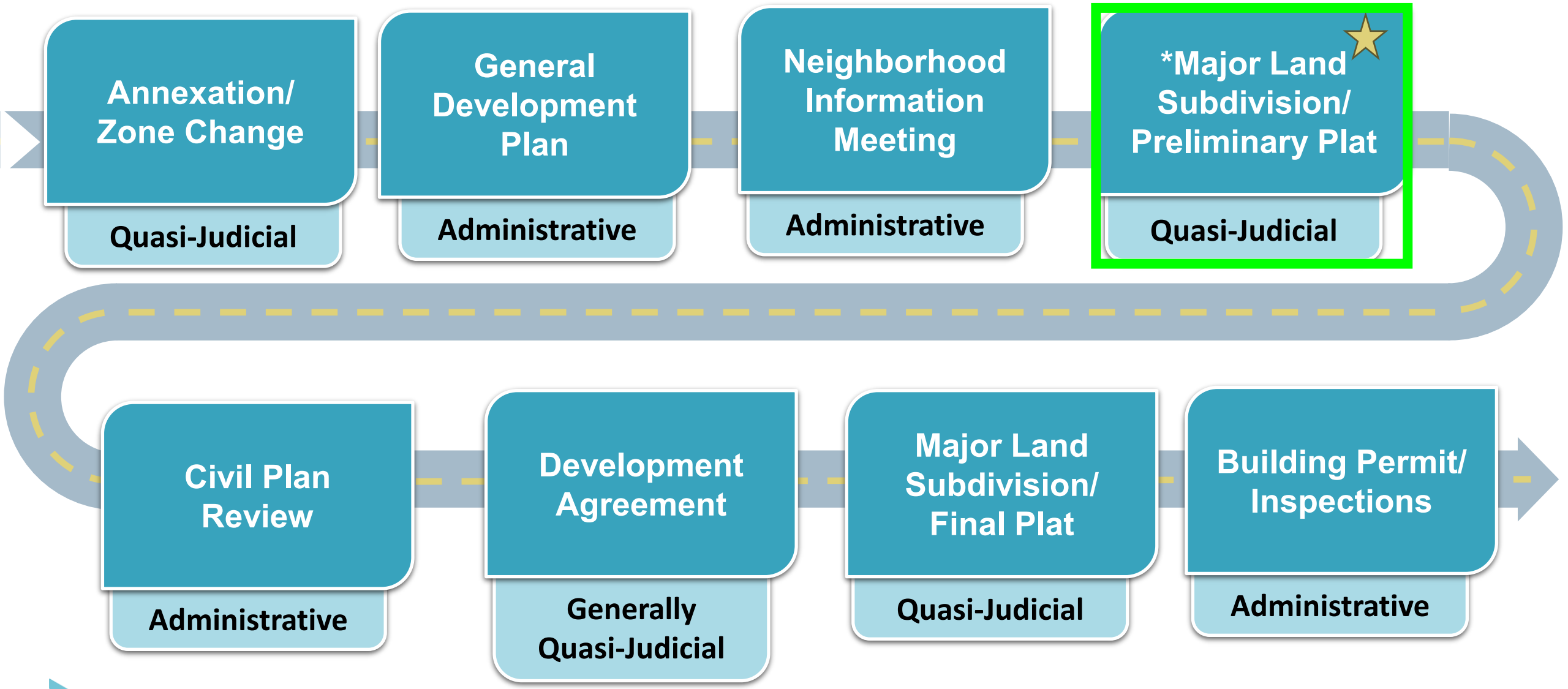
Major Land Subdivision #CD2026-001PLAT, by Bigelow Homes, to subdivide approximately 34.4 acres of land into 105 residential lots and 4 outlots. The site is located southeast of the intersection of 60th Ave NW and Kingsbury Dr NW.
PINs: 078551, 075456, 073834, 073833
Ward 3
Notif Area: 350'

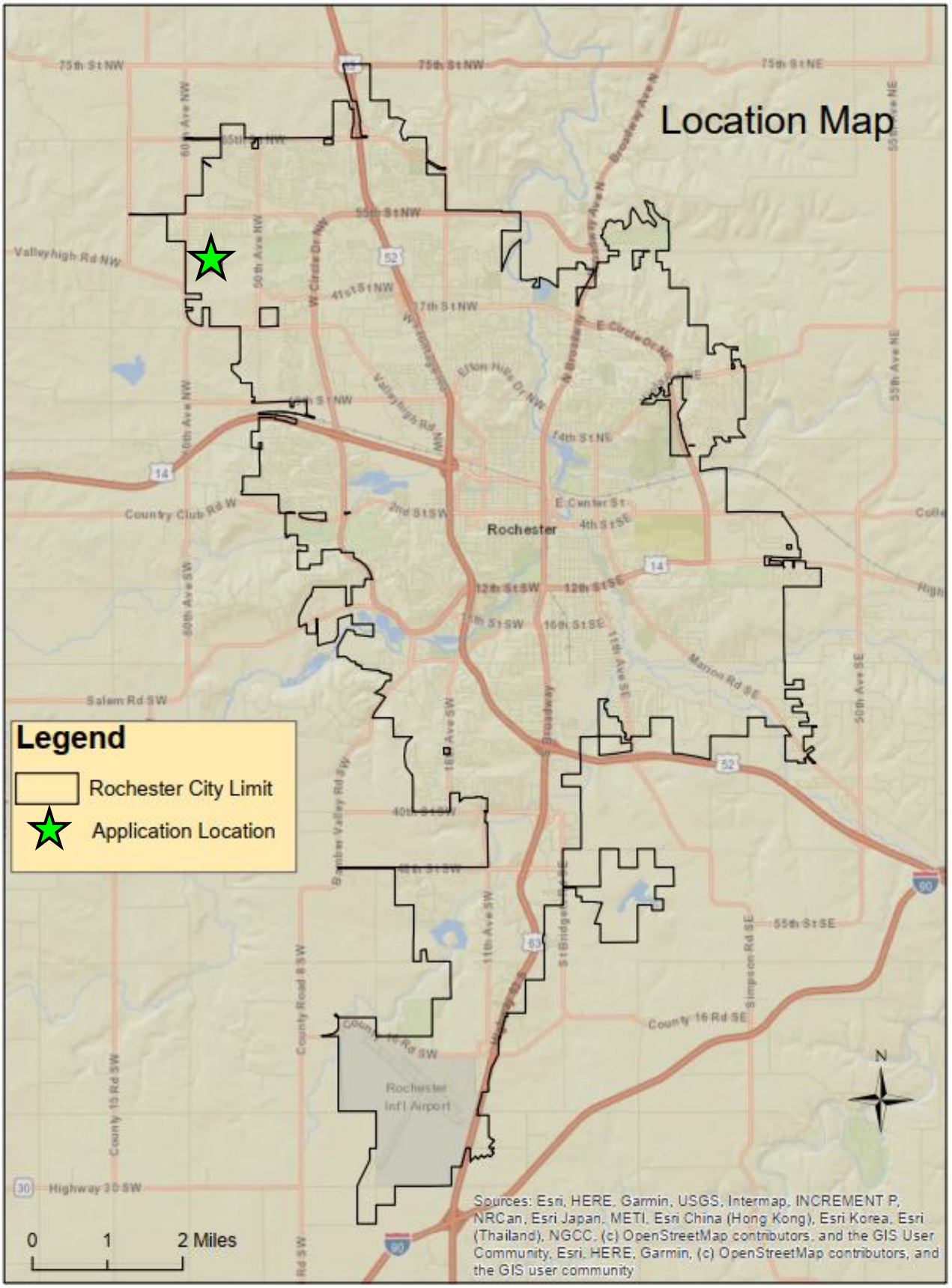


OLMSTED COUNTY MINNESOTA

This document is not guaranteed to be 508C. For accessible maps, please contact the author or Olmsted County GIS. Olmsted County is not responsible for omissions or errors contained herein. If discrepancies are found within this map please notify Olmsted County GIS at (507) 328-7100, gissupport@olmstedc
Public Works Service Center 1188 50 St SE, Rochester, MN 55904.
Esri Community Maps Contributors, MN Dept Natural Resources, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, MN Dept Natural Resources, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS, USFWS

Westbury First - Major Land Subdivision




Location Map
Legend
Rochester City Limit
Application Location
Rochester
Rochester Int'l Airport
0
1
2 Miles
N
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

WESTBURY FIRST SUBDIVISION

PRELIMINARY PLAT

LEGAL DESCRIPTION:

The Northeast Quarter of the Southwest Quarter, Section 18, Township 107 North, Range 14 West, Olmsted County, Minnesota.

AND

That part of the Northwest Quarter of the Southwest Quarter of Section 18, Township 107 North, Range 14 West, Olmsted County, Minnesota, which lies easterly of the following described line:

Commencing at the northwest corner of said Northwest Quarter of the Southwest Quarter; thence South 89 degrees 44 minutes 26 seconds East, assumed bearing, along the north line thereof, 501.62 feet to the most northerly corner of Lot 18, Block 1, KINGSBURY HILLS EIGTH for the point of beginning of the line to be described (the next two courses are along the east line of said KINGSBURY HILLS EIGHTH); thence South 13 degrees 10 minutes 36 seconds West, 316.59 feet; thence South 00 degrees 06 minutes 08 seconds West, 541.27 feet to the southeast corner thereof; thence continue South 00 degrees 06 minutes 08 seconds West, 120.00 feet; thence South 89 degrees 53 minutes 52 seconds East, 330.48 feet; thence South 00 degrees 06 minutes 08 seconds West, 343.73 feet to the south line of said Northwest Quarter of the Southwest Quarter and there terminating.

AND

The Southwest Quarter of the Northwest Quarter of Section 18, Township 107 North, Range 14 West, Olmsted County, Minnesota, LESS that part thereof platted KINGSBURY HILLS 3rd, 6th, and 7th.

AND

That part of the Southeast Quarter of the Northwest Quarter of Section 18, Township 107 North, Range 14 West, Olmsted County, Minnesota described as follows:

Beginning at the southeast corner of said Southeast Quarter of the Northwest Quarter; thence north along the east line of said Southeast Quarter of the Northwest Quarter to the south line of KINGSBURY HILLS 7th (the next 5 calls follow the south line of KINGSBURY HILLS 7th), thence South 89 degrees 51 minutes 47 seconds West, 122.00 feet; thence South 00 degrees 08 minutes 13 seconds East, 46.00 feet; thence North 89 degrees 44 minutes 26 seconds West, 1088.51 feet; thence North 22 degrees 43 minutes 50 seconds West, 63.38 feet; thence South 68 degrees 50 minutes 43 seconds West to the west line of said Southeast Quarter of the Northwest Quarter; thence south along the said west line to the south line of said Southeast Quarter of the Northwest Quarter; thence east along said south line to the Point of Beginning.

Containing 60.90 acres, more or less.

OWNER/
DEVELOPER: BIGELOW HOMES:
CONTACT: TONY BIGELOW
4057 28TH STREET NW, SUITE 100
ROCHESTER, MN 55901

SURVEYOR: TIMOTHY A. HRUSKA, P.E., L.S.
WHKS & CO
2905 SOUTH BROADWAY
ROCHESTER, MN 55904

ENGINEER: KYLE SKOV, P.E.
WHKS & CO
2905 SOUTH BROADWAY
ROCHESTER, MN 55904

PLAT AREA: TOTAL PROPERTY AREA = 34.44 ACRES
TOTAL ROW AREA = 5.14 ACRES
NUMBER OF LOTS = 105 LOTS

ZONING PROPOSED R-2, SINGLE FAMILY RESIDENTIAL

SETBACKS: 15' FRONT YARD
10' REAR YARD
0.0' MIN. INTERIOR SIDE YARD (COMBINED TOTAL 10.0' FEET INTERIOR SIDE YARDS),
EXCEPT 11' FOR THE SIDE YARD OF A CORNER LOT ABUTTING A PUBLIC RIGHT-OF-WAY SIDE YARD

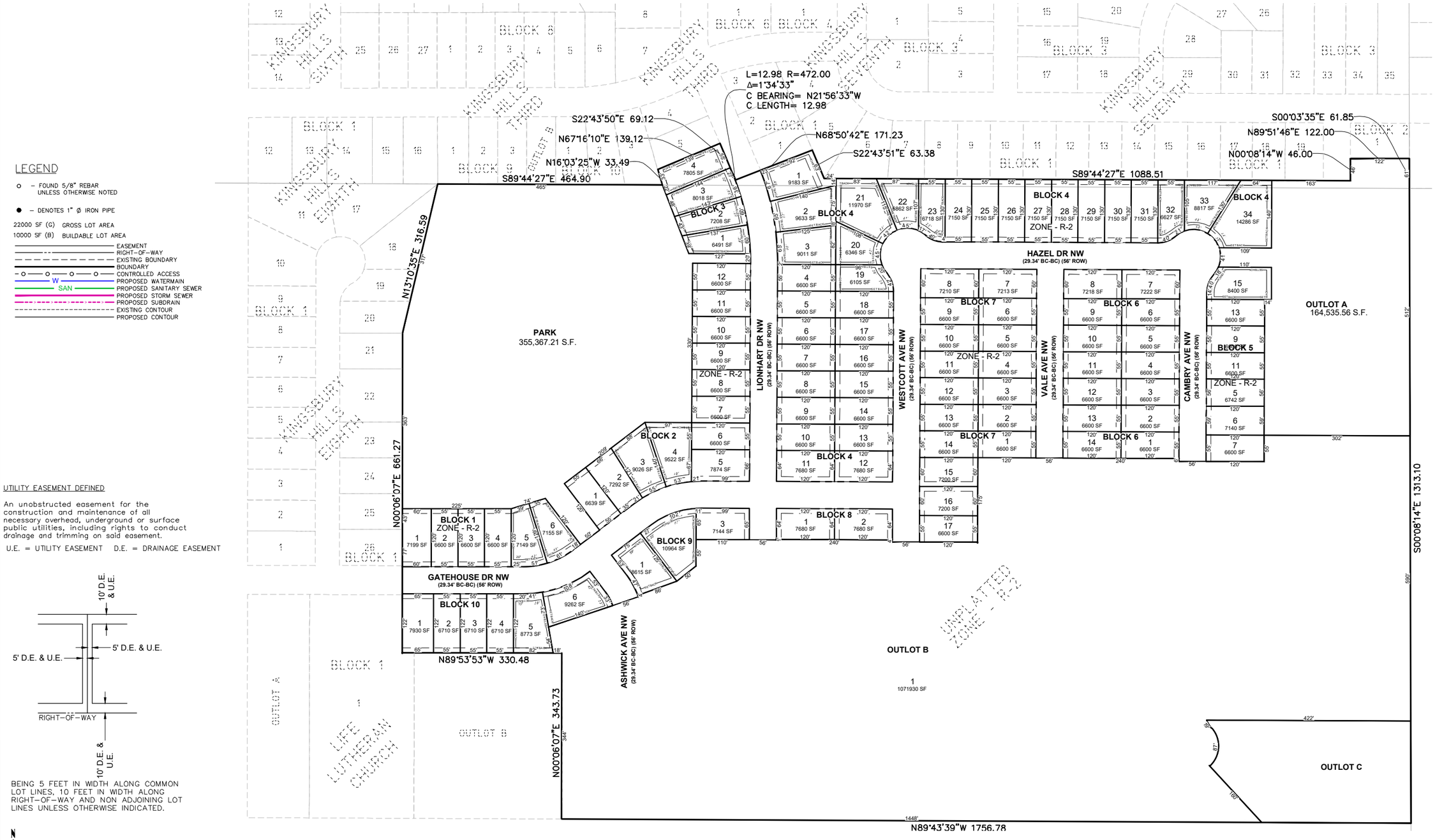
MIN. LOT DEPTH: 100'

MIN. LOT WIDTH: 30'
MIN. LOT AREA: 3,000 SF

whks
engineers + planners + land surveyors

WESTBURY FIRST SUBDIVISION

PRELIMINARY PLAT



LEGEND

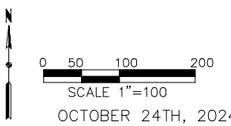
- ○ – FOUND 5/8" REBAR UNLESS OTHERWISE NOTED
- ● – DENOTES 1" Ø IRON PIPE
- 22000 SF (G) GROSS LOT AREA
- 10000 SF (B) BUILDABLE LOT AREA
- EASEMENT
- RIGHT–OF–WAY
- EXISTING BOUNDARY
- BOUNDARY
- CONTROLLED ACCESS
- PROPOSED WATERMAIN
- PROPOSED SANITARY SEWER
- PROPOSED STORM SEWER
- PROPOSED SUBDRAIN
- EXISTING CONTOUR
- PROPOSED CONTOUR

UTILITY EASEMENT DEFINED

An unobstructed easement for the construction and maintenance of all necessary overhead, underground or surface public utilities, including rights to conduct drainage and trimming on said easement.

U.E. = UTILITY EASEMENT D.E. = DRAINAGE EASEMENT

BEING 5 FEET IN WIDTH ALONG COMMON LOT LINES, 10 FEET IN WIDTH ALONG RIGHT–OF–WAY AND NON ADJOINING LOT LINES UNLESS OTHERWISE INDICATED.



OCTOBER 24TH, 2024

whks engineers + planners + land surveyors

MEETING MINUTES

MEETING DATE: December 15, 2025 PROJECT: Westbury 1st
MEETING TIME: 6:30 PM SUBJECT: Neighborhood Informational Meeting
MEETING LOCATION: Gibbs Elementary
TAKEN BY: KAS WHKS JOB NO.: 10129.1

ATTENDEES:

NAME	ORGANIZATION	PHONE NO.	EMAIL
Randy Petersen	Post Bulletin		rpetersen@postbulletin.com
Pat and Ron Anderson			andersonlakehouse@yahoo.com
Norman Wahl	City of Rochester		nwahl@rochestermn.gov
Patrick Keane	City of Rochester		pkeane@rochestermn.gov
Dustin	Online attendee		
Tony Bigelow	Bigelow Homes	507-529-1161	tony@bigelowhomes.net
Kyle Skov	WHKS & Co	507-288-3923	Kskov@whks.com

Please note, the following represents the basic understanding of the above-referenced conversation. If revisions or modifications are required, please advise.

MINUTES:

A Power Point presentation was made explaining the proposed subdivision and the approval process. The presentation has previously been provided to the city.

Question was raised about project location and size. The limits of phase I (34.4 acres) vs the total site (60 acres) were discussed.

Question was raised about increased traffic on Gatehouse. The increase in daily traffic and peak hour traffic were discussed. The current phase with 105 lots and total development of 220 lots was discussed.

Lot density was questioned. The lot density does look lower due to the 8 acres proposed as park for phase I.

KINGSBURY HILLS SIXTH
KINGSBURY HILLS THIRD
KINGSBURY HILLS EIGHTH
KINGSBURY HILLS SEVENTH
CASCADE PASS DEVELOPMENT
UNPLATTED
LIFE LUTHERAN CHURCH

CASTLEVIEW DR NW
LIONHART DR NW
KING ARTHUR DR NW
BISHOP LN NW
SPIRE LN NW
60TH AVE NW
55TH AVE NW
ALAN LN NW
KINGSBURY DR NW
LIONHART DR NW (LOCAL STREET)
GATEHOUSE DR NW (LOCAL STREET)
KING ARTHUR RD NW
CHIEFTAIN DR NW
LOCAL STREET

ROCHESTER CITY LIMITS

DELINEATED WETLAND

PHASE 1
105 LOTS

PHASE 2
116 LOTS

AREA TO BE ANNEXED

ROCHESTER-OLMSTED FLOOD FRINGE

669.00'

RIM ELEV. = 1131.21
N 12" RCP INV. = 1131.53
S 24" RCP INV. = 1130.93
W 21" RCP INV. = 1130.97

24" RCP APRON
T/ APRON = 1127.19

27" RCP APRON
FL APRON = 1109.81

221 SINGLE FAMILY LOTS
(3.25 LOTS PER ACRE)

PROPOSED PARKLAND AREA

STORMWATER TREATMENT AREA

SLOPES 12% OR GREATER FOR 50'
(2.3 ACRES)

SUBDIVISION AREA PROPOSED ZONING R-2

N
HORIZ.
100 0 100 200

APPROVED
dmcgeough , 9/29/2025, 7:45:17 AM

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engineers + planners + land surveyors

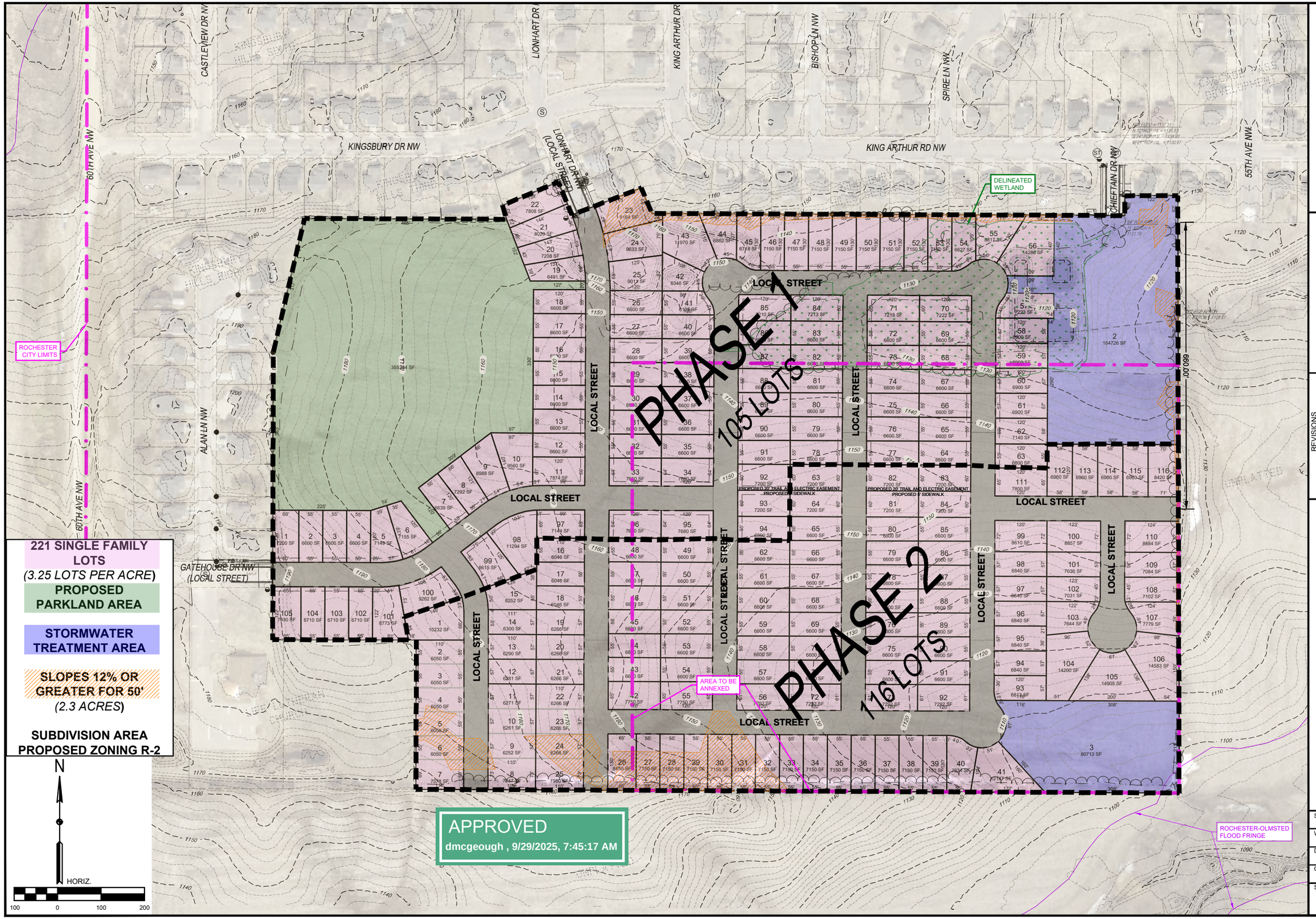
REVISIONS

NO.	DATE	DESCRIPTION
1	07/25/2025	ADDRESSED CITY COMMENTS
2	03/21/2025	MODIFIED NW STREET INTERSECTION
3	09/16/2025	MODIFIED SW STREET INTERSECTION

WESTBURY GENERAL DEVELOPMENT PLAN
BIGELOW HOMES
ROCHESTER, MINNEOSTA
2025

SCALE: AS SHOWN
WHKS PROJECT NO. 10129
DRAWN BY: JPP
CHECKED BY: KS
SHEET 1 OF 3

FILE PATH: S:\Jobs\Bigelow Homes\10129 - Westbury Development\Drawings\10129-WESTBURY GENERAL DEVELOPMENT PLAN ALTERNATE2.dwg PLOT DATE: 9/18/2025 3:46 PM



FILE PATH: S:\Jobs\Bigelow Homes\10129 - Westbury Development\Drawings\10129-WESTBURY GENERAL DEVELOPMENT PLAN ALTERNATE2.dwg PLOT DATE: 9/18/2025 3:46 PM

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REVISIONS

NO.	DATE	DESCRIPTION
1	07/25/2025	ADDRESSED CITY COMMENTS
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WESTBURY GENERAL DEVELOPMENT PLAN W CONTOURS

BIGELOW HOMES
ROCHESTER, MINNEOSTA
2025

SCALE: AS SHOWN

WHKS PROJECT NO. 10129

DRAWN BY: JPP

CHECKED BY: KS

SHEET 2 OF 3

KINGSBURY HILLS SIXTH
KINGSBURY HILLS THIRD
KINGSBURY HILLS EIGHTH
KINGSBURY HILLS SEVENTH
CASCADE PASS DEVELOPMENT
UNPLATTED
LIFE LUTHERAN CHURCH

CASTLEVIEW DR NW
LIONHART DR NW
KING ARTHUR DR NW
BISHOP LN NW
SPIRE LN NW
55TH AVE NW
60TH AVE NW
KINGSBURY DR NW
LIONHART DR NW (LOCAL STREET)
KING ARTHUR RD NW
CHIEFTAIN DR NW
ALAN LN NW
GATEHOUSE DR NW (LOCAL STREET)

PROPOSED 20' TRAIL AND ELECTRIC EASEMENT
PROPOSED 5' SIDEWALK

LINKS = 17

NODES = 10

RATIO 1.5 OR GREATER REQUIRED

RATIO 1.7 PROVIDED (17/11)

N

HORIZ.

100 0 100 200

APPROVED
dmcgeough , 9/29/2025, 7:45:17 AM

FILE PATH: S:\Jobs\Bigelow Homes\10129 - Westbury Development\Drawings\10129-WESTBURY GENERAL DEVELOPMENT PLAN ALTERNATE2.dwg PLOT DATE: 9/18/2025 3:46 PM

whks
engineers + planners + land surveyors

REVISIONS

NO.	DATE	DESCRIPTION
1	07/22/2025	ADDRESSED CITY COMMENTS
2	03/21/2025	MODIFIED NW STREET INTERSECTION
3	09/18/2025	MODIFIED SW STREET INTERSECTION

WESTBURY GDP CONNECTIVITY INDEX TEST

BIGELOW HOMES
ROCHESTER, MINNEOSTA
2025

SCALE: AS SHOWN
WHKS PROJECT NO. 10129
DRAWN BY: JPP
CHECKED BY: KS
SHEET 3 OF 3

Agency Review Comments

Application No: CD2026-001PLAT

1/15/2026 **County GIS/E911**

See attached GIS referral document WestburyFirstPP_Referral.pdf

1/6/2026 **Fire Review**

1/2/2026 **LGU**

A wetland No-Loss application has been approved for this development. R2025-019WET. Wetland Report and Notice of Decision uploaded to the documents.

1/6/2026 **Park and Rec Review**

See attached comment in Accela software.

1/20/2026 **Public Works Review**

PW Comments CD2026-001PLAT

1/9/2026 **RPU Electric Review**

Items to be addressed prior to application approval:
-

Additional Comments:
-The GDP page is from the 2024 submittal and does not match the information in the plat and construction plans. Should the 9/18/25 be included? UE line need to continue across park and out lot A parcels unless these parcels are also covered entirely with a UE. See marked up drawings.

1/7/2026 **RPU Water Review**

RPU Water Dept has no objections to this Major Land Subdivision application. See RPU Water Dept. plan review mark-ups and informational letter both dated 1/7/2026 for more details and information.

ROCHESTER PUBLIC WORKS

City of Rochester
Development Services and Infrastructure Center
4001 West River Parkway NW, STE 100
Rochester, MN 55901-7090

Phone: 507-328-2400
Fax: 507-328-2401

TO: Community Development
4001 West River Parkway NW, Suite 100
Rochester, MN 55901-7090

FROM: Mark E. Baker

RE: Westbury 1st Major Land Subdivision
(PINs 73833, 73834, 75456, & 78551)
(Part of SW ¼ & NW ¼, Section 18-176-14)

DATE: 1/15/26

The Department of Public Works has reviewed the application for Major Land Subdivision CD2026-001PLAT, and the proposed Westbury 1st development. The following are item(s) that need to be addressed prior to Final Plat application:

1. Civil Plans, Grading Plan, and Stormwater Management Plan have been submitted for review, and approval will be required as part of the subdivision approval process for this property. For stormwater related questions, contact Seth Loken at sloken@rochestermn.gov. For civil plan related and city owner contract related questions, contact Kyle Mittlieder at kmittlieder@rochestermn.gov. The current street geometry should be considered conceptual.

2. This Property is subject to an existing Development Agreement. The terms in the existing Development Agreement did not anticipate the current proposed development. Execution of a new / updated Development Agreement to replace the existing agreement is required to address applicable terms and obligations related to the current development proposal. Owner's execution of the City-prepared new / updated development agreement is required prior to recording the Final Plat for the first phase of development. Please contact Mark Baker at 507-328-2427 or mbaker@rochestermn.gov to initiate preparation of the document.

3. Proposed Outlot A should not extend to Cambry Avenue NW between Lot 34, Block 4, and Lot 1, Block 5. The plans shall be revised to include this area as part of said Lot 34, Block 4, and Lot 1, Block 5. Thar area currently shown as an extension of proposed Outlot A to Cambry Ave NW shall be dedicated as a drainage and utility easement for the proposed public utilities to be installed in this area. Access to Outlot A will be on the north side of the parcel from Chieftan Drive NW.

4. Proposed Outlot C should be incorporated as part of Outlot B for this phase of development. Dedication of a Temporary Drainage & Utility Easement may be needed over all of the updated Outlot B, in lieu of dedicating separate temporary easements for utility stubs defined temporary drainage easements off of the stub streets.

Other comments that are not conditions of approval:

1. The TIS waiver is approved for this application.
2. Execution of a City-Owner Contract, and dedication of any applicable on and off-site public easements is required prior to construction of the public infrastructure for development of the Property.
3. Public Works collected development charges/fees applicable to the Property include a Sanitary Sewer Availability Charge (SAC) (in lieu of the Trunk Sanitary Sewer Rate Charge (TSR) determined by a previous agreement being in place), a Water Availability Charge (WAC), and Storm Water Management Plan Area Charge (SWMPAC). Development is also subject to incidental charges for items such as street signage and pedestrian ramps. Calculation and timing for payment of these development charges will be addressed in City-Owner Contract and / or Development Agreement.
4. Individual lot development is subject to a Plant Investment Fee (PIF) that collected as part of the Building Permit approval process.
5. Pedestrian facilities shall be constructed along the public street frontages of all outlots that are not intended for future private development, as part of the other public work elements within the City-Owner Contract for each phase of the Project

Sent to Planning Department via Accela only

ROCHESTER PUBLIC UTILITIES
WE PLEDGE, WE DELIVER

City of Rochester
4000 East River Road NE
Rochester, MN 55906-2813

Phone: 507-280-1500
Fax: 507-280-1542

January 7, 2026

COMMUNITY DEVELOPMENT DEPARTMENT
4001 West River Pkwy NW, Suite 100
Rochester, MN 55901

REFERENCE: Major Land Subdivision CD2026-001PLAT by Bigelow Homes to be known as Westbury First Subdivision

Our review of the referenced preliminary plat is complete and our comments follow:

1. We have provided the applicant's engineering firm with comments on the proposed water system layout.
2. Final construction plans will need to conform to standard City of Rochester Requirements.
3. Static water pressures within this property will range from the low 40's to mid 70's PSI depending on the finished floor elevations of each home. Homes with main finished floors above the elevation of 1187.0' (approx. 40 PSI) need 1 ½" water services installed from the water main to the buildings to reduce the pressure loss from the pipe at higher flow rates. Also, this low pressure should be taken into account with the design of the interior plumbing systems for each home as required by the Minnesota Plumbing Code.

Please contact us at 507-280-1505 if you have questions.
hom
Very truly yours,

Wade Neubauer
Water

C: Luke Payne, RPU
Wade Neubauer, RPU
Jerry Norman, Building Safety
Gary Schick, Building Safety, Plumbing
Mark Baker, City Public Works
Jamie Miller, City Public Works
Jason Fife, Fire Prevention
Kyle Skov, WHKS & Co.
Tony Bigelow, Bigelow Homes

WESTBURY FIRST SUBDIVISION - BIGELOW HOMES, LLC

ROCHESTER, MINNESOTA

2026

REVIEWED BY RPU-WATER
weneub, 1/7/2026, 7:25:16 AM

REMINDER TO SUBMIT THE FINAL SIGNED CONSTRUCTION PLAN SET, APPLICATION, AND FEE TO MN DEPT. OF HEALTH FOR THEIR REVIEW AND APPROVAL.

REMINDER THAT ANY REQUIRED PUBLIC UTILITY EASEMENTS OUTSIDE OF THOSE BEING PLATTED MUST BE RECORDED VIA SEPARATE DOCUMENT PRIOR TO OR CONCURRENT WITH FINAL SIGNED APPROVALS. CONTACT JAMIE MILLER AT PUBLIC WORKS AS SOON AS POSSIBLE TO START THAT PROCESS, IF NEEDED.

SYMBOL LEGEND

- CONTROL POINT
- EXISTING SANITARY CLEANOUT
- EXISTING SANITARY MANHOLE
- EXISTING STORM MANHOLE
- EXISTING HYDRANT
- EXISTING GATE VALVE
- PROPOSED HYDRANT
- PROPOSED GATE VALVE
- PROPOSED MANHOLE
- PROPOSED CURB STOP
- EXISTING CONIFER TREE
- EXISTING DECIDUOUS TREE
- EXISTING SOIL BORE
- EXISTING SHRUB
- EXISTING POWER POLE
- EXISTING GUY WIRE
- EXISTING TELEPHONE PEDESTAL
- EXISTING CURB STOP
- EXISTING ELECTRIC PEDESTAL
- EXISTING CABLE TV PEDESTAL
- EXISTING SATELLITE DISH
- EXISTING MAIL BOX
- EXISTING SIGN
- EXISTING WELL
- EXISTING LIGHT POLE
- EXISTING BOLLARD
- EXISTING STUMP
- EXISTING GAS VALVE
- BENCHMARK
- EXISTING GAS METER
- EXISTING TRAFFIC LIGHT

LINE LEGEND

- FIBER OPTIC
- CONTROLLED ACCESS ROW
- UTILITY
- EX. DRAINAGE DITCH
- MNDOT ROW
- BARBWIRE FENCE
- DRAINAGE FLOW
- SECTION LINE
- QUARTER SECTION LINE
- WOODEN FENCE
- TREE LINE
- RETAINING WALL
- EX. SEALCOAT
- GUARD RAIL
- EX. WATERMAIN
- UNDERGROUND ELECTRIC
- UNDERGROUND CABLE TV
- EX. CRUSHED ROCK
- UNDERGROUND TELEPHONE
- UNDERGROUND GAS
- EX. CONTOUR
- EX. STORM SEWER
- PERMANENT EASEMENT
- TEMPORARY EASEMENT
- OVERHEAD ELECTRIC
- OVERHEAD TELEPHONE
- EX. SANITARY SEWER
- CENTERLINE
- SILT FENCE
- SITE BOUNDARY

OWNER:
BIGELOW HOMES
4057 28TH STREET NW
ROCHESTER, MN 55901
507-529-1161

CIVIL ENGINEER AND SURVEYORS:
WHKS & COMPANY
2905 SOUTH BROADWAY
ROCHESTER, MN 55904
507-288-3923

UTILITY LOCATION

UTILITY QUALITY LEVEL C UNLESS OTHERWISE INDICATED

UTILITY LOCATION PERFORMED ON: 06-13-2025

GOPHER ONE CALL TICKET NUMBERS: 251642083, 251642084, 251642149, 251642166, 251642188

GOVERNING SPECIFICATIONS

THE 2025 EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION" AND ANY SUPPLEMENTAL SPECIFICATIONS SHALL GOVERN.

ALL CONSTRUCTION TO BE PER THE LATEST CITY OF ROCHESTER STANDARD DETAIL AND SPECIFICATIONS. CONTRACTOR TO OBTAIN ALL UTILITY CONNECTION PERMITS FROM THE CITY OF ROCHESTER PUBLIC WORKS PERMITTING DEPARTMENT PRIOR TO CONSTRUCTION BEGINNING.

NOTES:

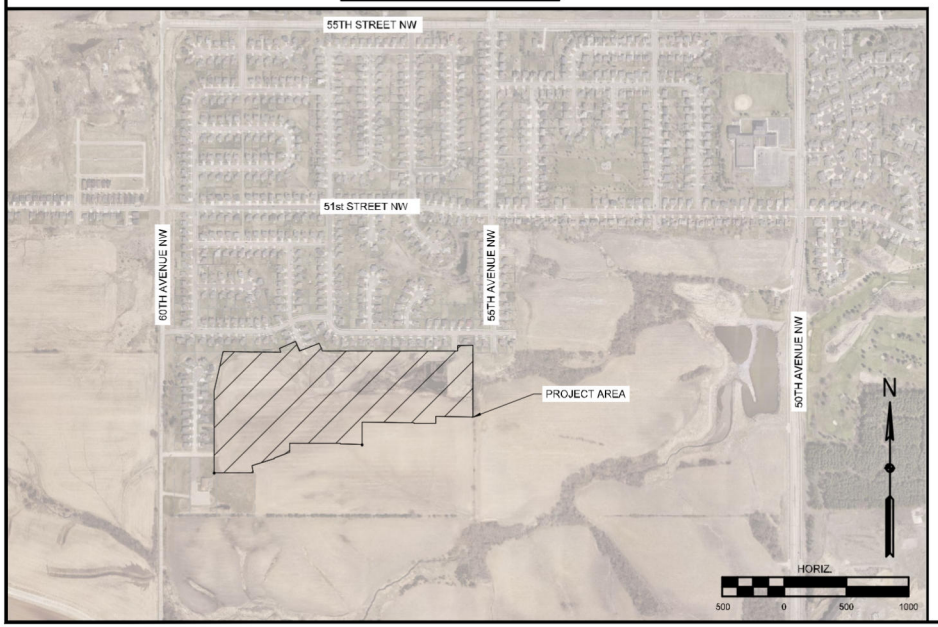
1. WHERE PUBLIC UTILITY FIXTURES OR FACILITIES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THESE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION INVOLVING EXCAVATION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY MODIFICATION OF SERVICES OR RELOCATION. UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS, RECORDS AND UTILITY OPERATOR LOCATION MARKINGS THAT WERE REQUESTED THROUGH GOPHER STATE ONE CALL; THEREFORE THEIR LOCATIONS MUST BE CONSIDERED APPROXIMATE ONLY. TYPE, SIZE AND GENERAL LOCATION OF THE FACILITIES WERE REQUESTED OF THE OPERATORS AND SHOWN ON THE PLANS, AND IF NECESSARY, UPDATED WITHIN 90 DAYS OF COMPLETION OF THE FINAL PLANS. IT IS POSSIBLE THERE MAY BE OTHERS. THE EXISTENCE OF WHICH IS PRESENTLY NOT KNOWN OR SHOWN. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY THE WORK.
2. GOPHER STATE ONE CALL TELE: 1-800-252-1166.
3. CONTRACTOR SHALL COORDINATE UTILITY RELOCATIONS WITH THE UTILITY COMPANIES, THIS SHALL BE INCIDENTAL TO THE PROJECT.

INDEX

SHEET C100		COVER SHEET
SHEET C101-106		DETAIL PLATES
SHEET C107-108		SWPPP
SHEET C109-110		ALIGNMENTS
SHEET C111		EXISTING CONDITIONS
SHEET C112		PROPOSED TYPICAL SECTIONS
SHEET C200		PROPOSED EROSION CONTROL OVERALL
SHEET C201-206		PROPOSED EROSION CONTROL PLAN
SHEET C300		FINAL GRADING PLAN OVERALL
SHEET C301-306		GRADING PLAN
SHEET C307-308		POND OUTLET CONTROL STRUCTURES
SHEET C309-312		PED RAMP DETAILS
SHEET C400		PROPOSED CONDITIONS OVERALL
SHEET C401-420		INDIVIDUAL PLAN AND PROFILE SHEETS (COLOR)*
SHEET C500		PROPOSED SERVICE CHART
SHEET C501-502		SIGNAGE PLAN

*SELECT PLAN SHEETS WERE PRODUCED IN COLOR AND SHOULD BE PRINTED AS SUCH TO AVOID MISREPRESENTATIONS OR MISUNDERSTANDINGS.

PROJECT LOCATION



CITY PROJECT NO. J5671



CITY OFFICIALS

MAYOR: KIM NORTON

COUNCIL PRESIDENT: RANDY SCHUBRING

COUNCIL: DAN DOERING
ANDY FRIEDERICHS
PATRICK KEANE
NICK MILLER
SHAUN C. PALMER
NORMAN WAHL

RECOMMENDED FOR APPROVAL _____ DATE _____
RPU - WATER DIVISION

RECOMMENDED FOR APPROVAL _____ DATE _____
CITY ENGINEER

I hereby certify that this plan, specification or report was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Kyle A. Skov

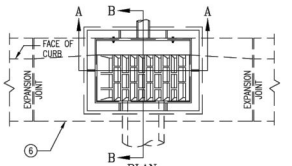
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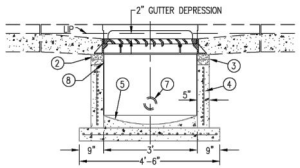
whks
engineers + planners + land surveyors

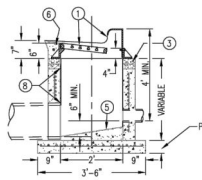
WHKS & CO. JOB NO. 10129

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UPDATED CITY DETAIL PLATES WILL BE POSTED TO THE CITY'S WEBSITE SOME TIME IN JANUARY 2026. MAKE SURE TO REPLACE ANY & ALL DETAIL PLATES IN THIS PLAN SET WITH THE UPDATED DETAIL PLATES.



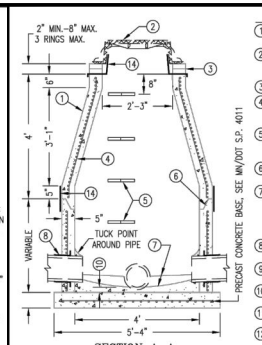


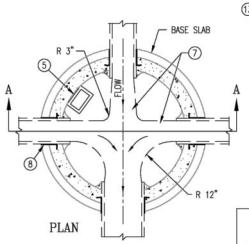


NOTES

1. REFER TO PLANS AND S.D.P. 1–11 & 1–12 FOR TYPE OF FRAME, GRATE AND CURB BOX.
2. CONCRETE ADJUSTING RINGS SHALL BE PER S.D.P. 1–13, AND FULLY MORTARED.
3. IF THE HORIZONTAL ALIGNMENT IS OFFSET BY MORE THAN 2", IN ANY DIRECTION, THE STRUCTURE SHALL BE REALIGNED AS AN INCIDENTAL EXPENSE.
4. REINFORCING SHALL BE A MINIMUM OF SINGLE LINE STEEL WIRE FABRIC HAVING AN AREA OF NOT LESS THAN 0.12 SQ. IN. PER FOOT OF HEIGHT.
5. PROVIDE CONCRETE FILLETS TO FIT BOTTOM PORTION OF STRUCTURE AND TO DIRECT THE FLOW TO OUTLET AT MINIMUM SLOPE OF 1/4" PER FOOT. MINIMUM CONCRETE THICKNESS AT OUTLET 1 1/2".
6. SEE S.D.P. 2–01, 2–05 AND 2–06 FOR CURB, GUTTER AND REINFORCEMENT DETAILS AT CATCH BASINS.
7. SEE S.D.P. 1–08 FOR SUBDRAIN DETAILS AT CATCH BASINS.
8. A PROTECTIVE COATING SHALL BE APPLIED TO ALL MORTARED JOINTS AROUND PIPE AND CONCRETE ADJUSTING RINGS WITH A 4" OVERLAP ON PRECAST, ALL GROUTING AND CLEANUP SHALL BE DONE PRIOR TO COATING.
9. NO STEPS REQUIRED.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
STRUCTURE TYPE 1
CITY ENGINEER
SHT 1 OF 1 SHTS | DATE REVISED 1/26/24 | PLATE NO. 1–01 | REV. N

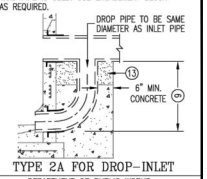




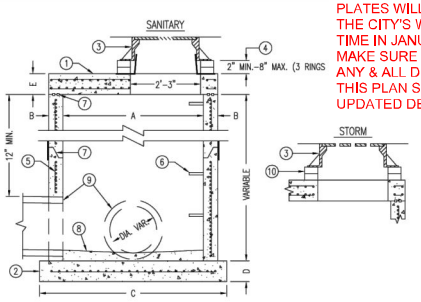
14 SEE S.D.P. 1–07 FOR MANHOLE WATERPROOFING.

NOTES

1. CONE SHALL BE CONCENTRIC. REFER TO MN/DOT S.P. 4005.
2. REFER TO PLANS AND S.D.P. 1–11 AND 1–12 FOR CASTING REQUIRED. CASTING SHALL BE BOLTED TO STRUCTURE IN NON–PAVED AREAS.
3. HDPE ADJUSTING RINGS SHALL BE PER S.D.P. 1–13.
4. REINFORCING SHALL BE A MINIMUM OF A SINGLE LINE STEEL WIRE FABRIC HAVING AN AREA OF NOT LESS THAN 0.12 SQ. IN. PER FOOT OF HEIGHT.
5. STEPS ARE SPACED 16" O.C. MAXIMUM AND SHALL CONFORM TO MN/DOT S.P. 4180. STEPS SHALL BE ORIENTED ON THE UPSTREAM LEFT SIDE AS SHOWN.
6. ALL JOINTS TO BE GASKETED. REFER TO MN/DOT SPEC. 3726.
7. PROVIDE CONCRETE FILLETS TO FIT BOTTOM PORTION OF PIPE TO DIRECT FLOW TO OUTLET AT 1/4" PER FT. MINIMUM SLOPE. SHAPE CHANNELS TO HAVE SMOOTH ROUND INVERTS. DEPTH OF CHANNELS SHALL NOT BE LESS THAN 1/2 THE PIPE SIZE.
8. FOR WATER TIGHT SEAL REFER TO MN/DOT S.P. 4007.
9. DROP INLET USED FOR SAN. SEWER DROPS GREATER THAN 1.0 FT.
10. MINIMUM CONCRETE THICKNESS AT LOWEST INVERT SHALL BE 1 1/2".
11. STRUCTURE TYPE 3 OR 3A REQUIRED FOR NEW SANITARY SEWER CONSTRUCTION.
12. MAXIMUM PIPE SIZE:
    24" FOR STRAIGHT THRU TO 135°
    18" FOR 90° BEND
13. DROP PIPE TO BE ENCASED IN GROUT IF FLEXIBLE PIPE, OR GRANULAR ENCASEMENT IF RIGID PIPE IS USED. USE ENCASEMENT BLOCK AS REQUIRED.



DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
STRUCTURE TYPES
2 AND 2A (SANITARY SEWER)
CITY ENGINEER
SHT 2 OF 2 SHTS | DATE REVISED 1/1/25 | PLATE NO. 1–02 | REV. M

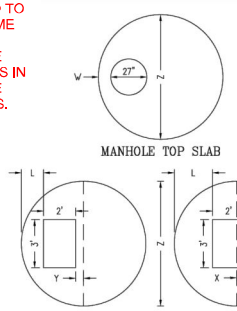


NOTES

1. MANHOLE COVER SHALL CONFORM TO MN/DOT S.P. 4020.
2. MANHOLE BASE SHALL CONFORM TO MN/DOT S.P. 4011.
3. REFER TO PLANS AND S.D.P. 1–11 AND 1–12 FOR CASTING REQUIRED. CASTING SHALL BE BOLTED TO CONCRETE IN NON–PAVED AREAS.
4. HDPE ADJUSTING RINGS SHALL BE PER S.D.P. 1–13, AND WATERPROOFING FOR SANITARY MANHOLES PER S.D.P. 1–07.
5. REINFORCING SHALL BE A MINIMUM OF A SINGLE LINE STEEL WIRE FABRIC HAVING AN AREA OF NOT LESS THAN 0.12 SQ. IN. PER FOOT OF HEIGHT.
6. STEPS ARE SPACED AT 16" O.C. MAXIMUM AND SHALL CONFORM TO MN/DOT S.P. 4180. STEPS SHALL BE ORIENTED ON THE UPSTREAM LEFT SIDE.
7. ALL JOINTS TO BE GASKETED, WITH 2 ROWS AT TOP SLAB. REFER TO MN/DOT SPEC. 3726.
8. PROVIDE CONCRETE FILLETS TO FIT BOTTOM PORTION OF PIPE TO DIRECT FLOW TO OUTLET AT 1/4" PER FT. MINIMUM SLOPE. MINIMUM CONCRETE THICKNESS AT LOWEST INVERT SHALL BE 1 1/2".
9. WATERTIGHT SEAL PER MN/DOT S.P. 4007. REQUIRED FOR SANITARY SEWER USE.
10. FOR STORM SEWER MANHOLE CATCH BASINS – A PROTECTIVE COATING SHALL BE APPLIED TO ALL MORTARED JOINTS AROUND PIPE AND CONCRETE ADJUSTING RINGS WITH A 4" OVERLAP ON PRECAST. ALL GROUTING AND CLEANUP SHALL BE DONE PRIOR TO COATING.

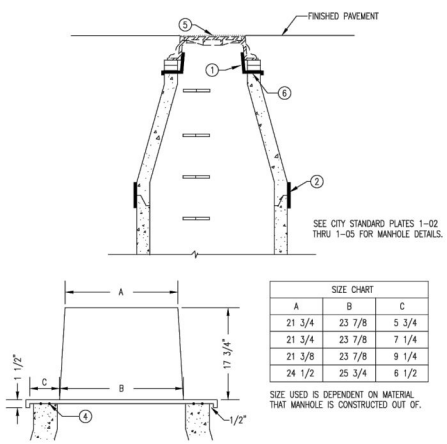
SEE SHEET 2 FOR MANHOLE DIMENSIONS

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
STRUCTURE TYPE 4 (XX in.)
CITY ENGINEER
SHT 1 OF 2 SHTS | DATE REVISED 1/1/25 | PLATE NO. 1–04 | REV. M



MANHOLE TOP SLAB					MANHOLE DIMENSIONS					MAXIMUM PIPE SIZE	
L	W	X	Y	Z	A	B	C	D	E	135°–180°	90°
14"	6"	9"	–	58"	48"	5"	64"	6"	6"	27"	18"
14.5"	6"	6"	–	65"	54"	5.5"	72"	8"	8"	33"	21"
15"	7"	3"	–	72"	60"	6"	78"	8"	8"	36"	24"
15.5"	7"	0"	–	79"	66"	6.5"	85"	8"	8"	42"	30"
16"	8"	–	3"	86"	72"	7"	92"	8"	8"	42"	33"
16.5"	8"	–	6"	93"	78"	7.5"	100"	8"	8"	48"	36"
17"	9"	–	9"	100"	84"	8"	106"	8"	8"	54"	42"
17.5"	9"	–	12"	107"	90"	8.5"	114"	8"	8"	60"	42"
18"	9"	–	15"	114"	96"	9"	120"	8"	8"	60"	42"
18.5"	9"	–	18"	121"	102"	9.5"	127"	8"	8"	60"	48"
18"	10"	–	21"	126"	108"	10"	132"	9"	12"	60"	54"
22"	11"	–	24"	140"	120"	10"	146"	12"	12"	60"	60"

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
STRUCTURE TYPE 4 (XX in.)
MANHOLE DIMENSIONS
CITY ENGINEER
SHT 2 OF 2 SHTS | DATE REVISED 1/1/25 | PLATE NO. 1–04 | REV. M



SIZE CHART		
A	B	C
21 3/4	23 7/8	5 3/4
21 3/4	23 7/8	7 1/4
21 3/8	23 7/8	9 1/4
24 1/2	25 3/4	6 1/2

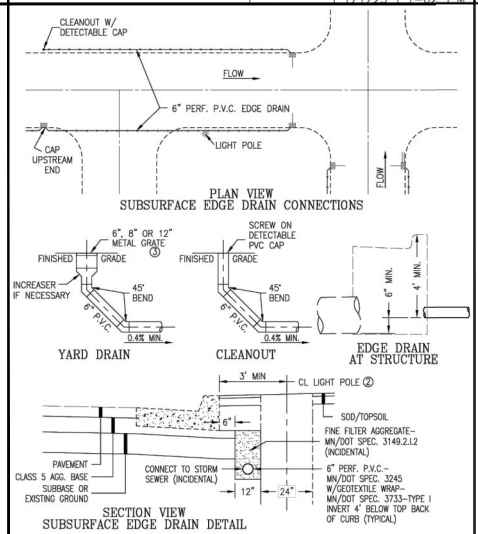
SIZE USED IS DEPENDENT ON MATERIAL THAT MANHOLE IS CONSTRUCTED OUT OF.

INTERNAL WATER BARRIER

NOTES

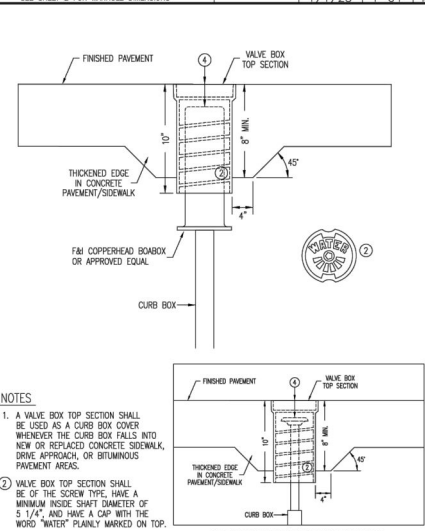
1. INTERNAL WATER BARRIER PER ASTM D4976 OR D790. MUST MATCH PRE–CAST CONE DIAMETER.
2. 12" EXTERNAL WATER BARRIER WRAP (ALL JOINTS) PER ASTM C877
3. TRIM TOP OF SEAL TO 1" BELOW CASTING LID. CASTING SHALL NOT REST ON SEAL.
4. PLACE 2 ROWS OF SEALANT ON TOP OF CONE SECTION AND BENEATH SEAL.
5. FOR NEW STRUCTURES, SET EITHER 1/2" BELOW THE FLEXIBLE PAVEMENT OR FLUSH WITH THE RIGID PAVEMENT SURFACE.
6. CAULK ALL JOINTS EXCEPT BETWEEN WATER BARRIER AND 1ST RING.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
MANHOLE WATERPROOFING
PAVED AREAS
CITY ENGINEER
SHT 1 OF 2 SHTS | DATE REVISED 1/1/25 | PLATE NO. 1–07 | REV. G



1. THE UPSTREAM ENDS OF THE PERFORATED PIPE SHALL BE CAPPED WITH A DETECTABLE CAP. THE CAPS ARE INCIDENTAL. PLACE PERFORATED PIPE WITH THE PERFORATIONS DOWN.
2. IF LIGHT POLE IS LESS THAN 3 FT., CONTRACTOR SHALL POTHOLE TO VERIFY PIPE LOCATION. REFERENCE RPU–SL9FD01
3. REFER TO SDP 1–11 & 1–12 FOR CASTING REQUIRED.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
SUBSURFACE EDGE DRAINS
CITY ENGINEER
SHT 1 OF 2 SHTS | DATE REVISED 5/1/23 | PLATE NO. 1–08 | REV. I



NOTES

1. A VALVE BOX TOP SECTION SHALL BE USED AS A CURB BOX COVER WHENEVER THE CURB BOX FALLS INTO NEW OR REPLACED CONCRETE SIDEWALK, DRIVE APPROACH, OR BITUMINOUS PAVEMENT AREAS.
2. VALVE BOX TOP SECTION SHALL BE OF THE SCREW TYPE, HAVE A MINIMUM INSIDE SHAFT DIAMETER OF 5 1/4", AND HAVE A CAP WITH THE WORD "WATER" PLAINLY MARKED ON TOP.
3. VALVE BOX COVER SHALL BE OF THE LOCKING TYPE.
4. TOP OF BOABOX / CURB BOX RISER CAP IS TO BE A MINIMUM OF 4" AND A MAXIMUM OF 6" BELOW THE FINISHED PAVEMENT GRADE.
5. CURB BOX RISER ADJUSTMENT, AND THE FURNISHING & INSTALLATION OF VALVE BOX TOP SECTION AND COVER, SHALL BE INCLUDED IN PAYMENT FOR CURB BOX COVER.

FOR WATER SERVICES USING ALL COPPER PIPE

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
CURB BOX COVER
CITY ENGINEER
SHT 1 OF 1 SHTS | DATE REVISED 1/1/25 | PLATE NO. 1–10 | REV. F

CASTINGS – STRUCTURE TYPE 1

TYPE	DESCRIPTION	NEENAH REF. NO.	EAST JORDAN REF. NO.	GRATE SLOTS	REMARKS
VB	3' CURB INLET FRAME, GRATE & BOX	R–3067–VB	7030M4	BI–DIRECTIONAL VANE	LOW POINT ONLY
A	3' DRIVEWAY INLET FRAME & GRATE	R–3290–A	7014M	PARALLEL (BICYCLE SAFE)	USE FOR BATTERSCALE CURB
TB	3' CURB INLET FRAME, GRATE & BOX	R–3501–TB		BI–DIRECTIONAL VANE	USE FOR DRIVEOVER CURB
L	3' CURB INLET FRAME, GRATE & BOX	R–3067–L	7030	PERPENDICULAR VANE	

CASTINGS – OTHER STRUCTURES

TYPE		DESCRIPTION	NEENAH REF. NO.	EAST JORDAN REF. NO.	COVER/GRATE	REMARKS
COVER	1	7" FRAME & COVER–GASKETED	R–1916–F	1059	SELF–SEALING, BOLTED LID	USED IN FLOOD PRONE AREAS & NON–PAVED AREAS
	2	9" FRAME & COVER–GASKETED	R–1733–B	1205	INDENTED TOP	USED IN ALL PAVEMENT AREAS
	3	7" FRAME & COVER–GASKETED	R–1642	1625	INDENTED TOP	USED ON EXISTING STRUCTURE WITH HEIGHT CONSTRAINT
	4	7" FRAME & COVER	R–1740–B	1324	INDENTED TOP	USED FOR P.R.V. MANHOLES
GRATE	5	9" FRAME & GRATE	R–1733–B	1205	FLAT GRATE	PAVEMENT DRAIN
	6	DITCH GRATE–STOOL TYPE–TALL	R–4341–A	6488	STOOL GRATE	HEAVY DUTY – LARGE OPENING
	7	DITCH GRATE–STOOL TYPE–SHORT	R–4342	6489N	STOOL GRATE	LIGHT DUTY – SMALL OPENING
	8	POND SKIMMER GRATE			1/2" STEEL PLATE	HOT DIPPED GALVANIZED, NOT SUBJECT TO H20 LOADING
	9	6", 8" OR 12" YARD DRAIN GRATE	R–4040		FLAT GRATE	USED ON SMALL YARD DRAINS

NOTES:
1. CASTINGS SHALL BE ACCORDING TO MN/DOT SPEC 3321.1–2 SUPPLIED BY FOUNDRIES THAT ARE APPROVED ON THE MN/DOT APPROVED/QUALIFIED PRODUCTS LIST
2. ALL CASTINGS SHALL BE MANUFACTURED WITH DOMESTIC MATERIALS.
3. ALL CASTINGS SHALL COMPLY WITH U.S. CODE OF FEDERAL REGULATIONS 23CFR635.410, THE "BUY AMERICAN STEEL & IRON" REGULATION
4. ALL STORM SEWER CASTINGS SHALL INCLUDE IMPRINT FISH STAMP AND "DUMP NO WASTE"

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
CASTING REFERENCE NUMBERS
CITY ENGINEER
SHT 1 OF 1 SHTS | DATE REVISED 1/1/25 | PLATE NO. 1–11 | REV. P

REVISIONS

NO.	DATE	DESCRIPTION

I hereby certify that this plan, specification or report was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

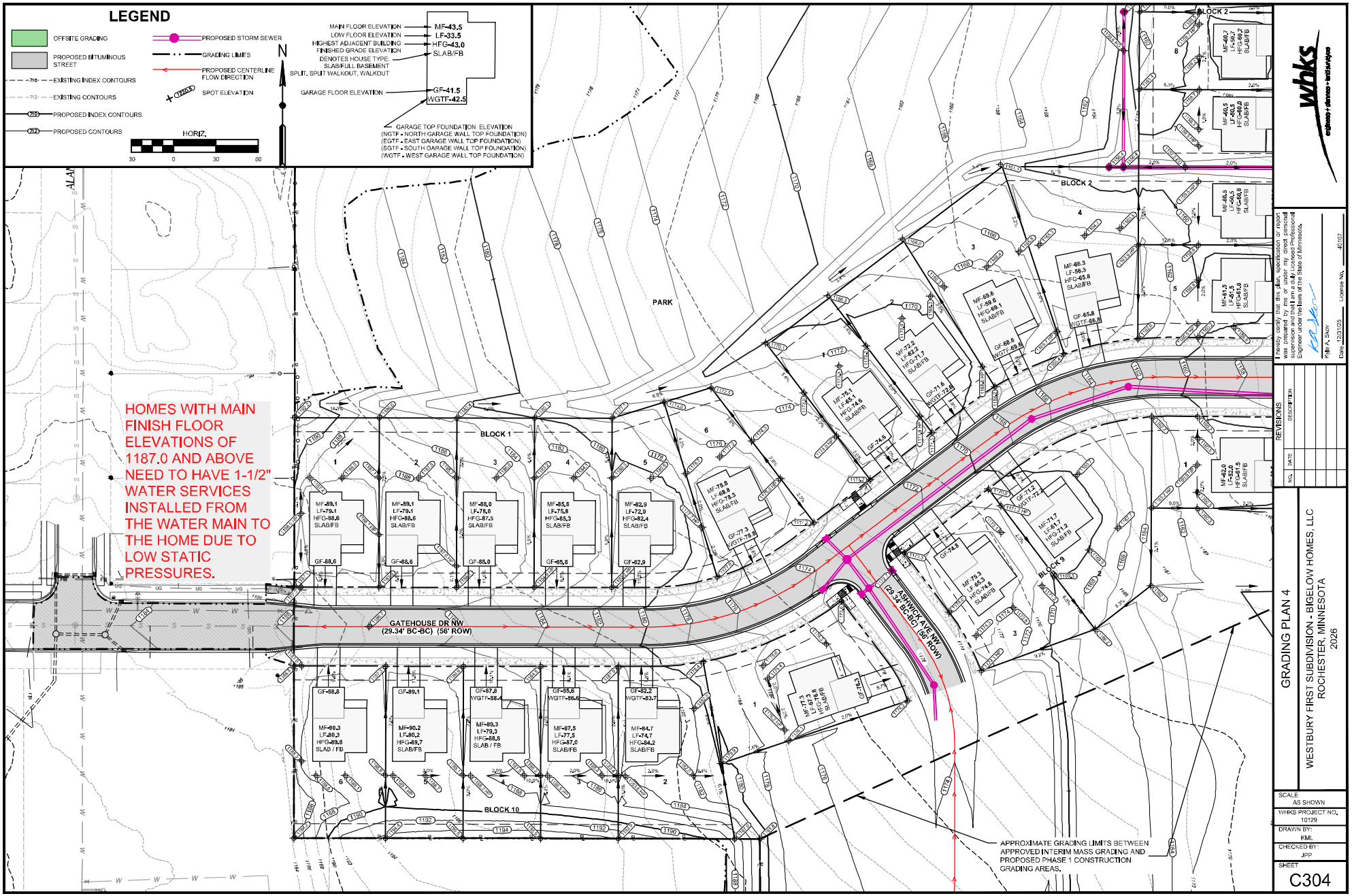
Kyle A. Skov
Date 12/31/25 License No. 46107

whks engineering + planning + surveying

DETAILS-1

WESTBURY FIRST SUBDIVISION - BIGELOW HOMES, LLC
ROCHESTER, MINNESOTA
2026

SCALE: AS SHOWN
WHKS PROJECT NO. 10129
DRAWN BY: KML
CHECKED BY: JPP
SHEET C101



whks engineers + planners + landscape architects

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Kyle A. Skov
Date: 12/31/25 License No. 46107

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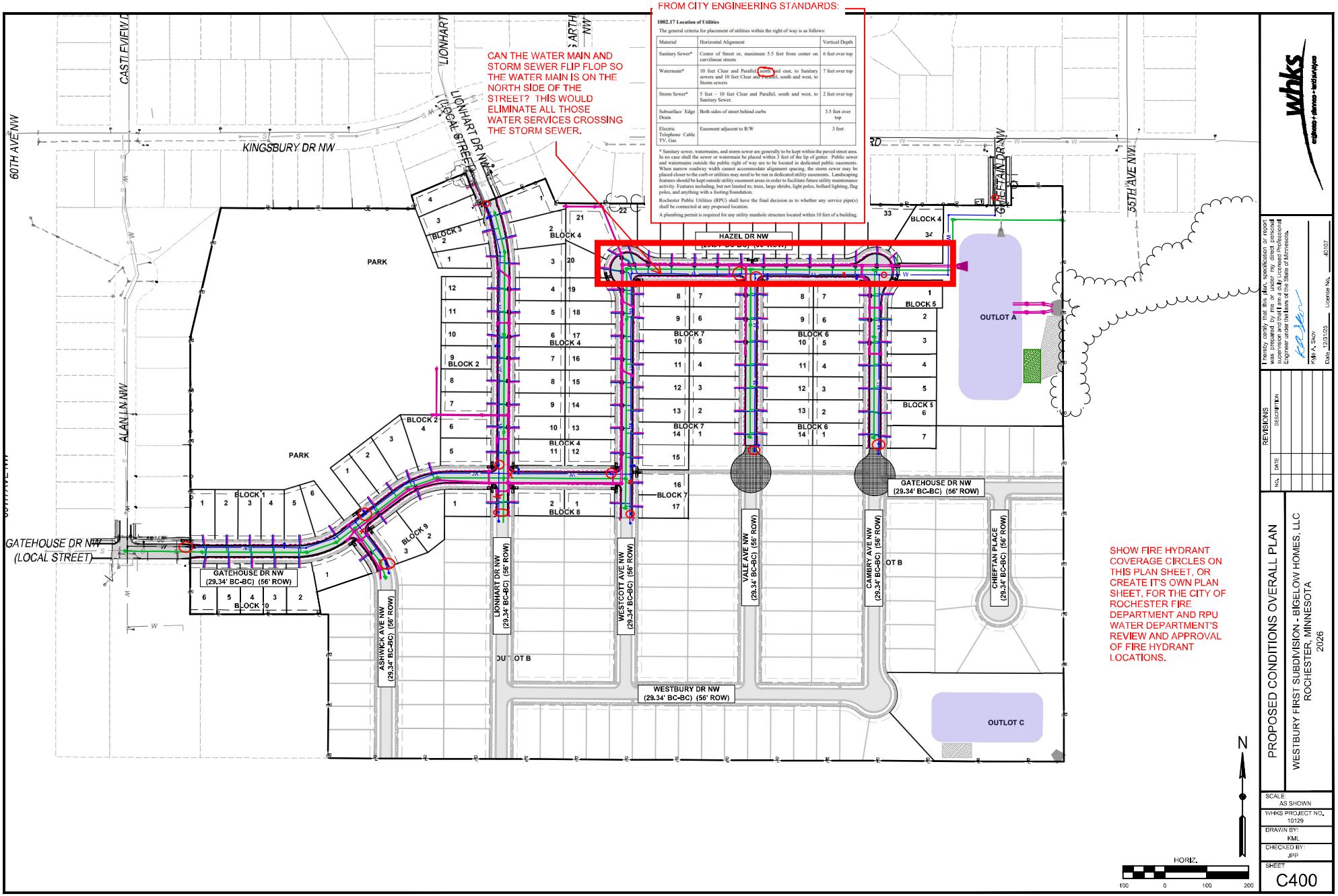
NO.	DATE	DESCRIPTION

GRADING PLAN 4

WESTBURY FIRST SUBDIVISION - BIGELOW HOMES, LLC
ROCHESTER, MINNESOTA
2026

SCALE: AS SHOWN
WHKS PROJECT NO. 10129
DRAWN BY: KML
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PROPOSED CONDITIONS OVERALL PLAN

WESTBURY FIRST SUBDIVISION - BIGELOW HOMES, LLC
ROCHESTER, MINNESOTA
2026

REVISIONS

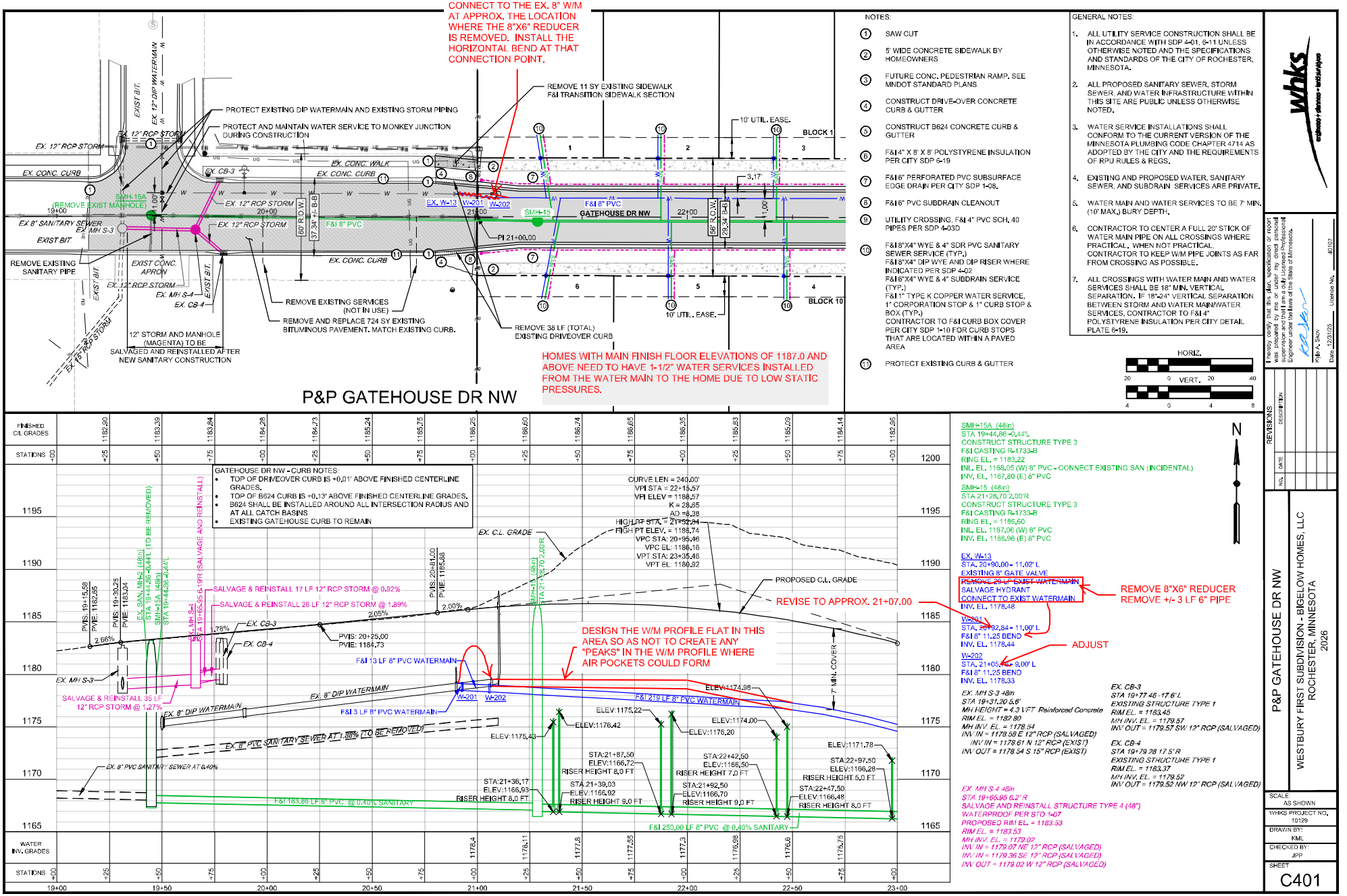
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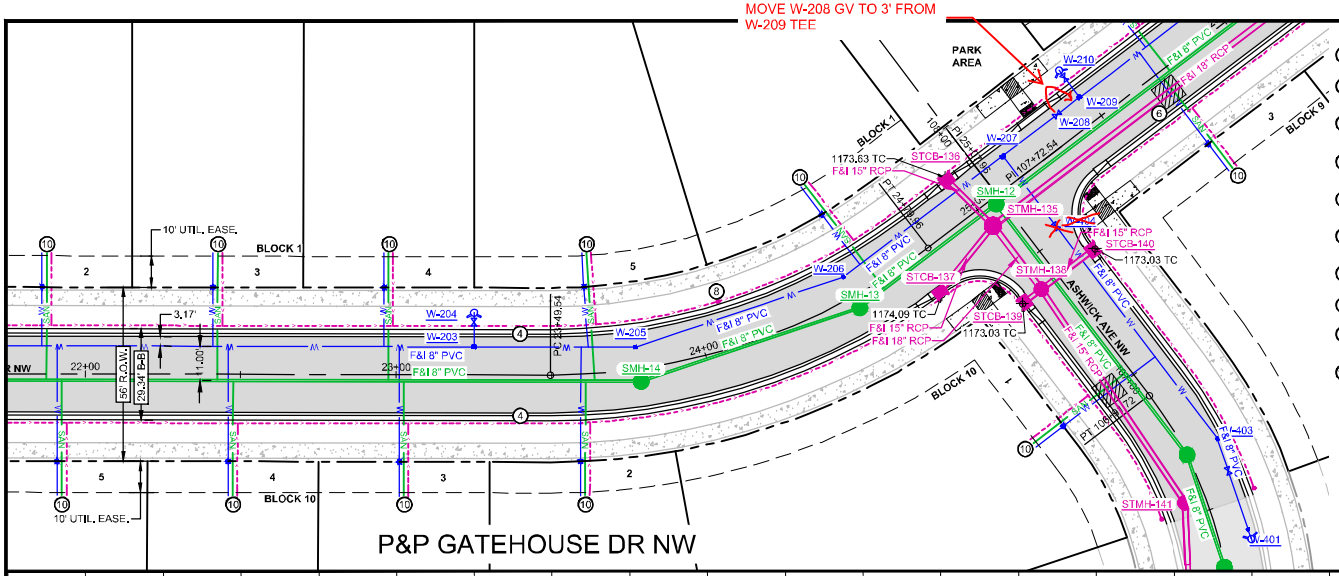
I hereby certify that this plan, specification or report was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Kyle A. Skov
Date: 12/31/25 License No. 46107

SCALE: AS SHOWN
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SHEET: C400

FILE PATH: S:\Jobs\Bigelow Homes\10129 - Westbury Development\Drawings\10129-PROPOSED PH1 OVERALL PLAN.dwg PLOT DATE: 12/31/2025 1:46 PM


CONNECT TO THE EX. 8" W/M AT APPROX. THE LOCATION WHERE THE 8"X6" REDUCER IS REMOVED. INSTALL THE HORIZONTAL BEND AT THAT CONNECTION POINT.
REMOVE 11 SY EXISTING SIDEWALK F&I TRANSITION SIDEWALK SECTION
PROTECT EXISTING DIP WATERMAIN AND EXISTING STORM PIPING
PROTECT AND MAINTAIN WATER SERVICE TO MONKEY JUNCTION DURING CONSTRUCTION
EX. 12" RCP STORM
EX. CONC. CURB
EX. CONC. WALK
EX. CB-3
EX. 12" DIP WATERMAIN
EXIST BIT.
SMH-15A (REMOVE EXIST MANHOLE)
EX. 8" SANITARY SEWER
EX. MH S-3
EXIST BIT
REMOVE EXISTING SANITARY PIPE
EXIST CONC. APRON
EX. MH S-4
EX. CB-4
EX. 15" RCP STORM
12" STORM AND MANHOLE (MAGENTA) TO BE SALVAGED AND REINSTALLED AFTER NEW SANITARY CONSTRUCTION
REMOVE EXISTING SERVICES (NOT IN USE)
REMOVE AND REPLACE 724 SY EXISTING BITUMINOUS PAVEMENT. MATCH EXISTING CURB.
REMOVE 38 LF (TOTAL) EXISTING DRIVEOVER CURB
60' R.O.W.
37.34' +/- B-B
56' R.O.W.
29.34' B-B
10' UTIL. EASE.
BLOCK 1
BLOCK 10
EX. W-13
W-201
W-202
SMH-15
F&I 8" PVC
GATEHOUSE DR NW
PI 21+00.00
HOMES WITH MAIN FINISH FLOOR ELEVATIONS OF 1187.0 AND ABOVE NEED TO HAVE 1-1/2" WATER SERVICES INSTALLED FROM THE WATER MAIN TO THE HOME DUE TO LOW STATIC PRESSURES.
P&P GATEHOUSE DR NW
NOTES:
1 SAW CUT
2 5' WIDE CONCRETE SIDEWALK BY HOMEOWNERS
3 FUTURE CONC. PEDESTRIAN RAMP. SEE MNDOT STANDARD PLANS
4 CONSTRUCT DRIVE-OVER CONCRETE CURB & GUTTER
5 CONSTRUCT B624 CONCRETE CURB & GUTTER
6 F&I 4" X 8' X 8' POLYSTYRENE INSULATION PER CITY SDP 6-19
7 F&I 6" PERFORATED PVC SUBSURFACE EDGE DRAIN PER CITY SDP 1-08.
8 F&I 6" PVC SUBDRAIN CLEANOUT
9 UTILITY CROSSING, F&I 4" PVC SCH. 40 PIPES PER SDP 4-03D
10 F&I 8"X4" WYE & 4" SDR PVC SANITARY SEWER SERVICE (TYP.) F&I 8"X4" DIP WYE AND DIP RISER WHERE INDICATED PER SDP 4-02 F&I 6"X4" WYE & 4" SUBDRAIN SERVICE (TYP.) F&I 1" TYPE K COPPER WATER SERVICE, 1" CORPORATION STOP & 1" CURB STOP & BOX (TYP.) CONTRACTOR TO F&I CURB BOX COVER PER CITY SDP 1-10 FOR CURB STOPS THAT ARE LOCATED WITHIN A PAVED AREA
11 PROTECT EXISTING CURB & GUTTER
GENERAL NOTES:
1. ALL UTILITY SERVICE CONSTRUCTION SHALL BE IN ACCORDANCE WITH SDP 4-01, 6-11 UNLESS OTHERWISE NOTED AND THE SPECIFICATIONS AND STANDARDS OF THE CITY OF ROCHESTER, MINNESOTA.
2. ALL PROPOSED SANITARY SEWER, STORM SEWER, AND WATER INFRASTRUCTURE WITHIN THIS SITE ARE PUBLIC UNLESS OTHERWISE NOTED.
3. WATER SERVICE INSTALLATIONS SHALL CONFORM TO THE CURRENT VERSION OF THE MINNESOTA PLUMBING CODE CHAPTER 4714 AS ADOPTED BY THE CITY AND THE REQUIREMENTS OF RPU RULES & REGS.
4. EXISTING AND PROPOSED WATER, SANITARY SEWER, AND SUBDRAIN SERVICES ARE PRIVATE.
5. WATER MAIN AND WATER SERVICES TO BE 7' MIN. (10' MAX.) BURY DEPTH.
6. CONTRACTOR TO CENTER A FULL 20' STICK OF WATER MAIN PIPE ON ALL CROSSINGS WHERE PRACTICAL. WHEN NOT PRACTICAL, CONTRACTOR TO KEEP W/M PIPE JOINTS AS FAR FROM CROSSING AS POSSIBLE.
7. ALL CROSSINGS WITH WATER MAIN AND WATER SERVICES SHALL BE 18" MIN. VERTICAL SEPARATION. IF 18"-24" VERTICAL SEPARATION BETWEEN STORM AND WATER MAIN/WATER SERVICES, CONTRACTOR TO F&I 4" POLYSTYRENE INSULATION PER CITY DETAIL PLATE 6-19.
HORIZ. 20 0 20 40
VERT. 4 0 4 8
FINISHED C/L GRADES
STATIONS
WATER INV. GRADES
GATEHOUSE DR NW - CURB NOTES:
TOP OF DRIVEOVER CURB IS +0.01' ABOVE FINISHED CENTERLINE GRADES.
TOP OF B624 CURB IS +0.13' ABOVE FINISHED CENTERLINE GRADES.
B624 SHALL BE INSTALLED AROUND ALL INTERSECTION RADIUS AND AT ALL CATCH BASINS
EXISTING GATEHOUSE CURB TO REMAIN
CURVE LEN = 240.00'
VPI STA = 22+15.57
VPI ELEV = 1186.57
K = 28.55
AD = 8.38
HIGH PT STA = 21+92.24
HIGH PT ELEV. = 1186.74
VPC STA: 20+95.46
VPC EL: 1186.16
VPT STA: 23+35.46
VPT EL: 1189.92
EX. C.L. GRADE
PROPOSED C.L. GRADE
REVISE TO APPROX. 21+07.00
DESIGN THE W/M PROFILE FLAT IN THIS AREA SO AS NOT TO CREATE ANY "PEAKS" IN THE W/M PROFILE WHERE AIR POCKETS COULD FORM
SALVAGE & REINSTALL 17 LF 12" RCP STORM @ 0.92%
SALVAGE & REINSTALL 26 LF 12" RCP STORM @ 1.89%
SALVAGE & REINSTALL 35 LF 12" RCP STORM @ 1.27%
EX. MH S-4 STA 19+65.95 19"R (SALVAGE AND REINSTALL)
EX. SANI. MH-2 (48in) STA 19+44.56 -0.44'L (TO BE REMOVED)
SMH-15A (48in) STA 19+44.56 -0.44'L
SMH-15 (48in) STA 21+28.70 2.00'R
EX. CB-3
EX. CB-4
EX. MH S-3
F&I 13 LF 8" PVC WATERMAIN
F&I 3 LF 8" PVC WATERMAIN
F&I 219 LF 8" PVC WATERMAIN
EX. 8" DIP WATERMAIN
EX. 8" PVC SANITARY SEWER AT 1.88% TO BE REMOVED
EX. 8" PVC SANITARY SEWER AT 0.40%
F&I 183.88 LF 8" PVC @ 0.40% SANITARY
F&I 250.00 LF 8" PVC @ 0.40% SANITARY
7' MIN. COVER
SMH-15A (48in)
STA 19+44.86 -0.44'L
CONSTRUCT STRUCTURE TYPE 3
F&I CASTING R-1733-B
RING EL. = 1183.22
INL EL. 1168.05 (W) 8" PVC - CONNECT EXISTING SAN (INCIDENTAL)
INV. EL. 1167.60 (E) 8" PVC
SMH-15 (48in)
STA 21+28.70 2.00'R
CONSTRUCT STRUCTURE TYPE 3
F&I CASTING R-1733-B
RING EL. = 1186.60
INL EL. 1167.06 (W) 8" PVC
INV. EL. 1166.96 (E) 8" PVC
EX. W-13
STA. 20+90.00 - 11.02' L
EXISTING 8" GATE VALVE
REMOVE 20 LF EXIST WATERMAIN
SALVAGE HYDRANT
CONNECT TO EXIST WATERMAIN
INV. EL. 1178.48
REMOVE 8"X6" REDUCER
REMOVE +/- 3 LF 6" PIPE
W-201
STA. 20+92.84 - 11.00' L
F&I 8" 11.25 BEND
INV. EL. 1178.44
W-202
STA. 21+05.44 - 9.00' L
F&I 8" 11.25 BEND
INV. EL. 1178.33
ADJUST
EX. MH S-3 48in
STA 19+31.20 5.6'
MH HEIGHT = 4.3 VFT Reinforced Concrete
RIM EL. = 1182.80
MH INV. EL. = 1178.54
INV IN = 1178.58 E 12" RCP (SALVAGED)
INV IN = 1178.61 N 12" RCP (EXIST)
INV OUT = 1178.54 S 15" RCP (EXIST)
EX. CB-3
STA 19+77.46 -17.6' L
EXISTING STRUCTURE TYPE 1
RIM EL. = 1183.45
MH INV. EL. = 1179.57
INV OUT = 1179.57 SW 12" RCP (SALVAGED)
EX. CB-4
STA 19+79.28 17.5' R
EXISTING STRUCTURE TYPE 1
RIM EL. = 1183.37
MH INV. EL. = 1179.52
INV OUT = 1179.52 NW 12" RCP (SALVAGED)
EX. MH S-4 48in
STA 19+65.95 6.2' R
SALVAGE AND REINSTALL STRUCTURE TYPE 4 (48")
WATERPROOF PER STD 1-07
PROPOSED RIM EL. = 1183.53
RIM EL. = 1183.53
MH INV. EL. = 1179.02
INV IN = 1179.07 NE 12" RCP (SALVAGED)
INV IN = 1179.36 SE 12" RCP (SALVAGED)
INV OUT = 1179.02 W 12" RCP (SALVAGED)
STA:21+87.50 ELEV:1166.72 RISER HEIGHT 7.0 FT
STA:21+39.03 ELEV:1166.92 RISER HEIGHT 9.0 FT
STA:21+36.17 ELEV:1166.93 RISER HEIGHT 8.0 FT
STA:21+42.50 ELEV:1166.50 RISER HEIGHT 7.0 FT
STA:21+92.50 ELEV:1166.70 RISER HEIGHT 9.0 FT
STA:22+47.50 ELEV:1166.48 RISER HEIGHT 8.0 FT
STA:22+97.50 ELEV:1166.28 RISER HEIGHT 5.0 FT
ELEV:1174.98
ELEV:1175.22
ELEV:1176.42
ELEV:1175.43
ELEV:1174.00
ELEV:1176.20
ELEV:1171.78
N
REVISIONS
NO. DATE DESCRIPTION
I hereby certify that this plan, specification or report was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota
Kyle A. Skov
Date 12/31/25 License No. 46107
P&P GATEHOUSE DR NW
WESTBURY FIRST SUBDIVISION - BIGELOW HOMES, LLC
ROCHESTER, MINNESOTA
2026
SCALE: AS SHOWN
WHKS PROJECT NO. 10129
DRAWN BY: KML
CHECKED BY: JPP
SHEET C401
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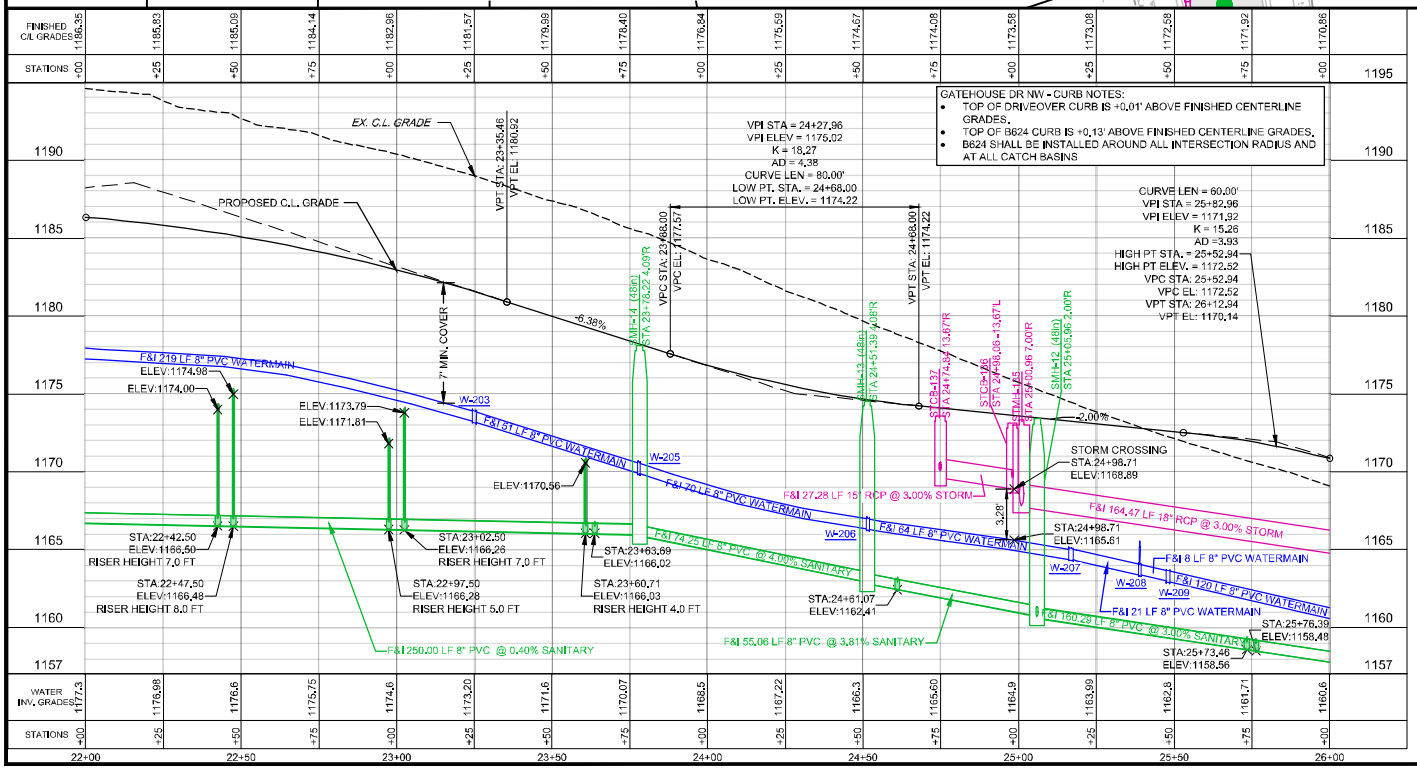


NOTES:

1. SAW CUT
2. 5' WIDE CONCRETE SIDEWALK BY HOMEOWNERS
3. FUTURE CONC. PEDESTRIAN RAMP. SEE MNDOT STANDARD PLANS
4. CONSTRUCT DRIVE-OVER CONCRETE CURB & GUTTER
5. CONSTRUCT B624 CONCRETE CURB & GUTTER
6. F&I 4" X 8' X 8' POLYSTYRENE INSULATION PER CITY SDP 6-19
7. F&I 6" PERFORATED PVC SUBSURFACE EDGE DRAIN PER CITY SDP 1-08.
8. F&I 6" PVC SUBDRAIN CLEANOUT
9. UTILITY CROSSING. F&I 4" PVC SCH. 40 PIPES PER SDP 4-03D
10. F&I 8"X4" WYE & 4" SDR PVC SANITARY SEWER SERVICE (TYP.)
    F&I 8"X4" DIP WYE AND DIP RISER WHERE INDICATED PER SDP 4-02
    F&I 6"X4" WYE & 4" SUBDRAIN SERVICE (TYP.)
    F&I 6"X4" WYE & 4" SUBDRAIN SERVICE (TYP.)
    F&I 1" TYPE K COPPER WATER SERVICE. 1" CORPORATION STOP & 1" CURB STOP & BOX (TYP.)
    CONTRACTOR TO F&I CURB BOX COVER PER CITY SDP 1-10 FOR CURB STOPS THAT ARE LOCATED WITHIN A PAVED AREA

GENERAL NOTES:

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2. ALL PROPOSED SANITARY SEWER, STORM SEWER, AND WATER INFRASTRUCTURE WITHIN THIS SITE ARE PUBLIC UNLESS OTHERWISE NOTED.
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5. WATER MAIN AND WATER SERVICES TO BE 7' MIN. (10' MAX.) BURY DEPTH.
6. CONTRACTOR TO CENTER A FULL 20' STICK OF WATER MAIN PIPE ON ALL CROSSINGS WHERE PRACTICAL. WHEN NOT PRACTICAL, CONTRACTOR TO KEEP W/M PIPE JOINTS AS FAR FROM CROSSING AS POSSIBLE.
7. ALL CROSSINGS WITH WATER MAIN AND WATER SERVICES SHALL BE 18" MIN. VERTICAL SEPARATION. IF 18"-24" VERTICAL SEPARATION BETWEEN STORM AND WATER MAIN/WATER SERVICES, CONTRACTOR TO F&I 4" POLYSTYRENE INSULATION PER CITY DETAIL PLATE 6-19.



SMH-12 (48in)
STA 25+05.96 2.00'R
CONSTRUCT STRUCTURE TYPE 3
F&I CASTING R-1733-B
RING EL. = 1173.40
INL. EL. 1160.69 (SE) 8" PVC
INL. EL. 1160.69 (SW) 8" PVC
INV. EL. 1160.59 (NE) 8" PVC

SMH-13 (48in)
STA 24+51.39 4.08'R
CONSTRUCT STRUCTURE TYPE 3
F&I CASTING R-1733-B
RING EL. = 1173.40
INL. EL. 1160.69 (SE) 8" PVC
INL. EL. 1160.69 (SW) 8" PVC
INV. EL. 1160.59 (NE) 8" PVC

SMH-14 (48in)
STA 23+76.22 4.09'R
CONSTRUCT STRUCTURE TYPE 3
F&I CASTING R-1733-B
RING EL. = 1178.11
INL. EL. 1165.96 (W) 8" PVC
INV. EL. 1165.86 (E) 8" PVC

W-203
STA. 23+24.99 - 9.00' L
F&I 8"X8" TEE
INV. EL. 1173.20

W-204
STA. 23+24.99 - 20.00' L
INSTALL SALVAGED HYDRANT FROM ~~SX. W-13~~ W-201
BREAK OFF EL. = 1182.15
INV. EL. 1173.95
F&I 6" GATE VALVE & BOX 3' FROM HYDRANT

W-205
STA. 23+77.99 - 7.05' L
F&I 8" 22.5 BEND
INV. EL. 1169.88

W-206
STA. 24+51.62 - 7.07' L
F&I 8" 22.5 BEND
INV. EL. 1166.30

W-207
STA. 25+16.96 - 9.00' L
F&I 8"X8" TEE
INV. EL. 1164.35

W-208
STA. 25+38.99 - 9.00' L
F&I 8" GATE VALVE
INV. EL. 1163.35

STMH-135
STA 25+00.96 7.00'R
CONSTRUCT STRUCTURE TYPE 4 (60in)
F&I R-1733-B CASTING
RING EL. = 1173.33
INL. EL. 1167.81 (SE) 18" RCP
INL. EL. 1168.77 (SW) 15" RCP
INL. EL. 1167.96 (NW) 15" RCP
INV. EL. 1167.71 (NE) 18" RCP

STCB-136
STA 24+98.06 -13.67'L
CONSTRUCT STRUCTURE TYPE 1
F&I R-3067-L GRATE
GRATE EL. = 1173.13
INV. EL. 1169.15 (SE) 15" RCP
INV. EL. 1169.63 (W) 8" PVC
INV. EL. 1169.63 (N) 6" PVC

STCB-137
STA 24+74.84 13.67'R
CONSTRUCT STRUCTURE TYPE 1
F&I R-3067-L GRATE
GRATE EL. = 1173.59
INL. EL. 1170.09 (S) 6" PVC
INL. EL. 1170.09 (E) 6" PVC
INV. EL. 1169.59 (NE) 15" RCP

HORIZ. 20 0 20 40
VERT. 4 0 4 8

REVISIONS

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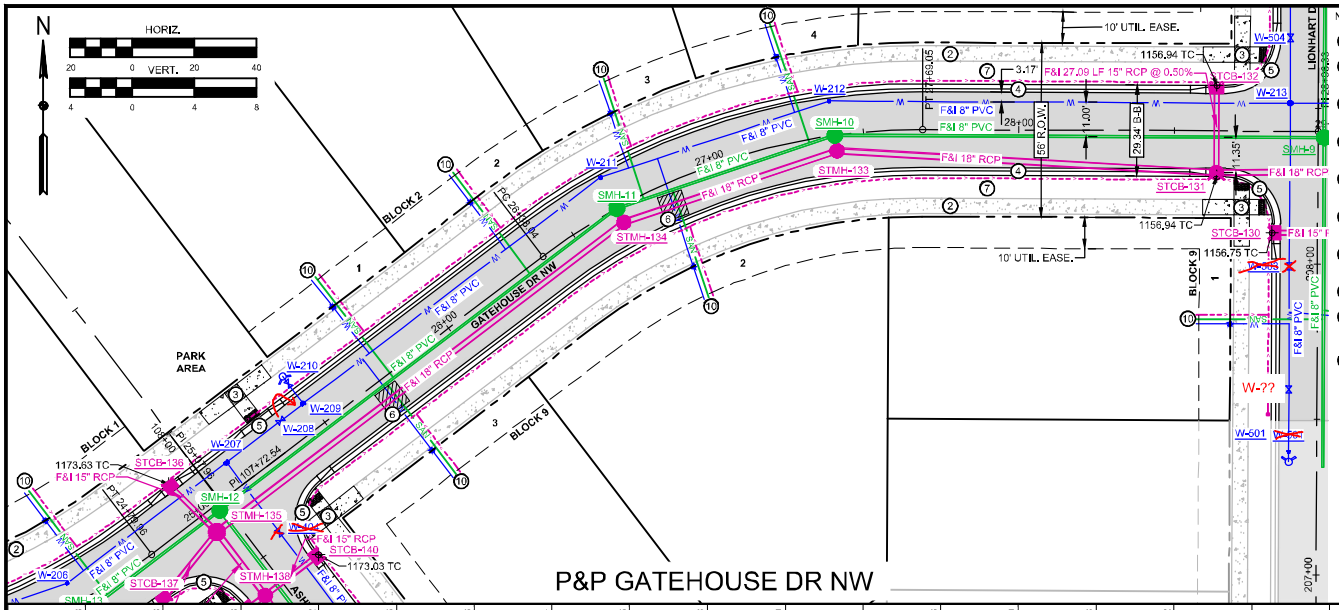
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Kyle A. Skov
Date: 12/31/25 License No. 46107

P&P GATEHOUSE DR NW
WESTBURY FIRST SUBDIVISION - BIGELOW HOMES, LLC
ROCHESTER, MINNESOTA
2026

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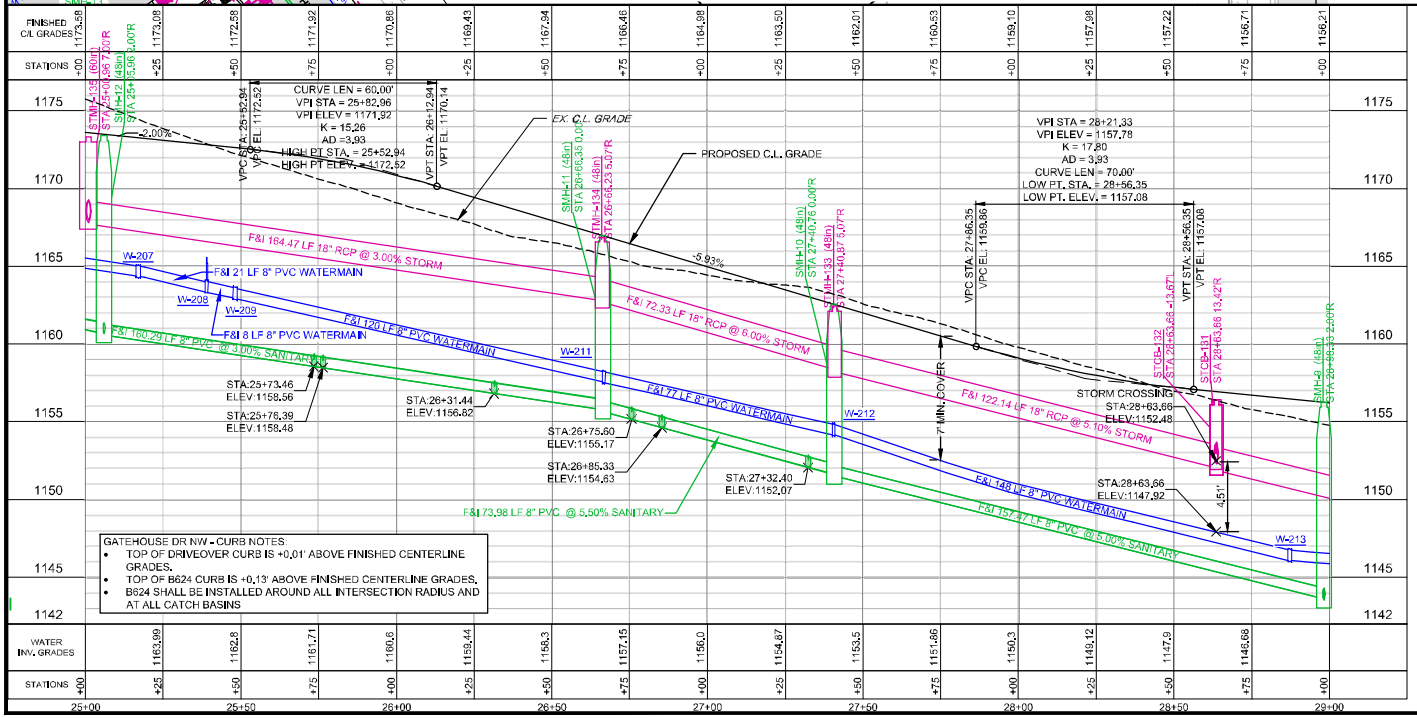
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P&P GATEHOUSE DR NW



GATEHOUSE DR NW - CURB NOTES

- TOP OF DRIVEOVER CURB IS +0.01' ABOVE FINISHED CENTERLINE GRADES.
- TOP OF B624 CURB IS +0.13' ABOVE FINISHED CENTERLINE GRADES.
- B624 SHALL BE INSTALLED AROUND ALL INTERSECTION RADIUS AND AT ALL CATCH BASINS

SMH-10 (48in)
STA 27+40.76 0.00'R
CONSTRUCT STRUCTURE TYPE 3
F&I CASTING R-1733-B
RING EL. = 1162.56
INL. EL. 1151.61 (W) 8" PVC
INV. EL. 1151.51 (E) 8" PVC

SMH-11 (48in)
STA 26+66.35 0.00'
CONSTRUCT STRUCTURE TYPE 3
F&I CASTING R-1733-B
RING EL. = 1166.97
INL. EL. 1155.78 (SW) 8" PVC
INV. EL. 1155.68 (E) 8" PVC

W-209
STA. 25+48.06 - 9.00' L
F&I 8"X6" TEE
INV. EL. 1162.94

W-210
STA. 25+48.06 - 20.00' L
F&I 6" HYDRANT
BREAK OFF EL. = 1173.20
INV. EL. 1165.00
F&I 6" GATE VALVE & BOX
3' FROM HYDRANT

W-211
STA. 26+66.72 - 11.14' L
F&I 8" 22.5 BEND
INV. EL. 1157.53

W-212
STA. 27+40.52 - 11.14' L
F&I 8" 22.5 BEND
INV. EL. 1154.17

STMH-133
STA 27+40.87 5.07'R
CONSTRUCT STRUCTURE TYPE 4 (48in)
F&I R-1733-B CASTING
RING EL. = 1162.45
INL. EL. 1158.33 (W) 18" RCP
INV. EL. 1158.23 (E) 18" RCP

STMH-134
STA 26+66.23 5.07'R
CONSTRUCT STRUCTURE TYPE 4 (48in)
F&I R-1733-B CASTING
RING EL. = 1166.88
INL. EL. 1162.77 (SW) 18" RCP
INV. EL. 1162.67 (E) 18" RCP

I hereby certify that this plan, specification or report was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Kyle A. Skov
Date: 12/31/25 License No. 46107

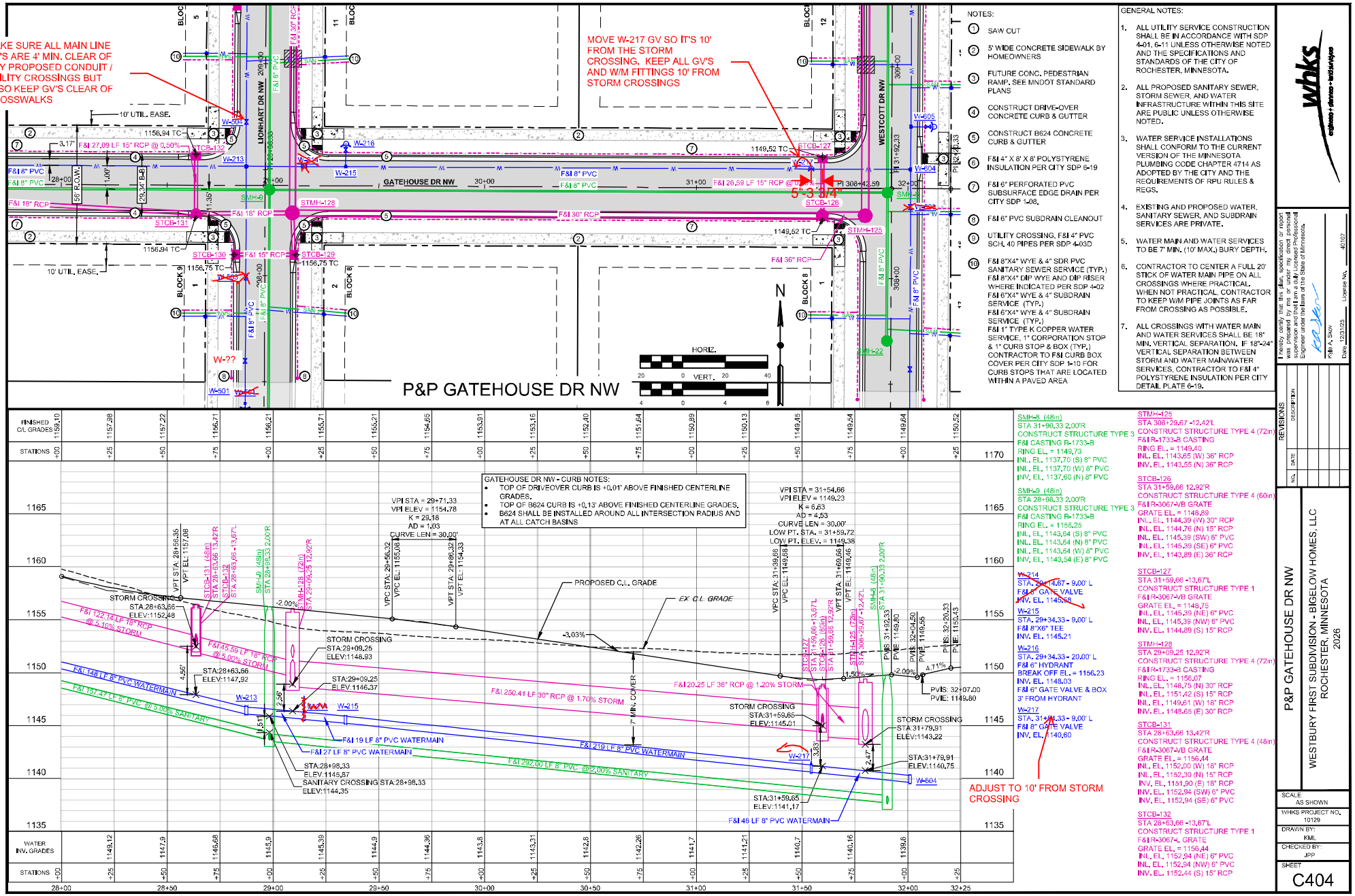
REVISIONS

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WESTBURY FIRST SUBDIVISION - BIGELOW HOMES, LLC
ROCHESTER, MINNESOTA
2026

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NOTES:

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10. F&I 8"X4" WYE & 4" SDR PVC SANITARY SEWER SERVICE (TYP.) F&I 8"X4" DIP WYE AND DIP RISER WHERE INDICATED PER SDP 4-02 F&I 6"X4" WYE & 4" SUBDRAIN SERVICE (TYP.) F&I 6"X4" WYE & 4" SUBDRAIN SERVICE (TYP.) F&I 1" TYPE K COPPER WATER SERVICE, 1" CORPORATION STOP & 1" CURB STOP & BOX (TYP.) CONTRACTOR TO F&I CURB BOX COVER PER CITY SDP 1-10 FOR CURB STOPS THAT ARE LOCATED WITHIN A PAVED AREA

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SMH-8 (48in)
STA 31+90.33 2.00'R
CONSTRUCT STRUCTURE TYPE 3
F&I CASTING R-1733-B
RING EL. = 1149.73
INL. EL. 1137.70 (S) 8" PVC
INL. EL. 1137.70 (W) 8" PVC
INV. EL. 1137.60 (N) 8" PVC

SMH-9 (48in)
STA 28+98.33 2.00'R
CONSTRUCT STRUCTURE TYPE 3
F&I CASTING R-1733-B
RING EL. = 1156.25
INL. EL. 1143.64 (S) 8" PVC
INL. EL. 1143.64 (N) 8" PVC
INL. EL. 1143.64 (W) 8" PVC
INV. EL. 1143.54 (E) 8" PVC

W-214
STA. 30+14.67 - 9.00' L
F&I 6" GATE VALVE
INV. EL. 1149.58

W-215
STA. 29+34.33 - 9.00' L
F&I 8"X6" TEE
INV. EL. 1145.21

W-216
STA. 29+34.33 - 20.00' L
F&I 6" HYDRANT
BREAK OFF EL. = 1156.23
INV. EL. 1148.03
F&I 6" GATE VALVE & BOX
3' FROM HYDRANT

W-217
STA. 31+91.33 - 9.00' L
F&I 8" GATE VALVE
INV. EL. 1140.60

STMH-125
STA 308+29.67 -12.42'L
CONSTRUCT STRUCTURE TYPE 4 (72in)
F&I R-1733-B CASTING
RING EL. = 1149.40
INL. EL. 1143.65 (W) 36" RCP
INV. EL. 1143.55 (N) 36" RCP

STCB-126
STA 31+59.66 12.92'R
CONSTRUCT STRUCTURE TYPE 4 (60in)
F&I R-3067-VB GRATE
GRATE EL. = 1148.89
INL. EL. 1144.39 (W) 30" RCP
INL. EL. 1144.76 (N) 15" RCP
INL. EL. 1145.39 (SW) 6" PVC
INL. EL. 1145.29 (SE) 6" PVC
INV. EL. 1143.89 (E) 36" RCP

STCB-127
STA 31+59.66 -13.67'L
CONSTRUCT STRUCTURE TYPE 1
F&I R-3067-VB GRATE
GRATE EL. = 1148.75
INL. EL. 1145.29 (NE) 6" PVC
INL. EL. 1145.39 (NW) 6" PVC
INV. EL. 1144.89 (S) 15" RCP

STMH-128
STA 29+09.25 12.92'R
CONSTRUCT STRUCTURE TYPE 4 (72in)
F&I R-1733-B CASTING
RING EL. = 1156.07
INL. EL. 1148.75 (N) 30" RCP
INL. EL. 1151.42 (S) 15" RCP
INL. EL. 1149.61 (W) 18" RCP
INV. EL. 1148.65 (E) 30" RCP

STCB-131
STA 28+63.66 13.42'R
CONSTRUCT STRUCTURE TYPE 4 (48in)
F&I R-3067-VB GRATE
GRATE EL. = 1156.44
INL. EL. 1152.00 (W) 18" RCP
INL. EL. 1152.30 (N) 15" RCP
INV. EL. 1151.90 (E) 18" RCP
INV. EL. 1152.94 (SW) 6" PVC
INV. EL. 1152.94 (SE) 6" PVC

STCB-132
STA 28+63.66 -13.67'L
CONSTRUCT STRUCTURE TYPE 1
F&I R-3067-L GRATE
GRATE EL. = 1156.44
INL. EL. 1152.94 (NE) 6" PVC
INL. EL. 1152.94 (NW) 6" PVC
INV. EL. 1152.44 (S) 15" RCP

REVISIONS

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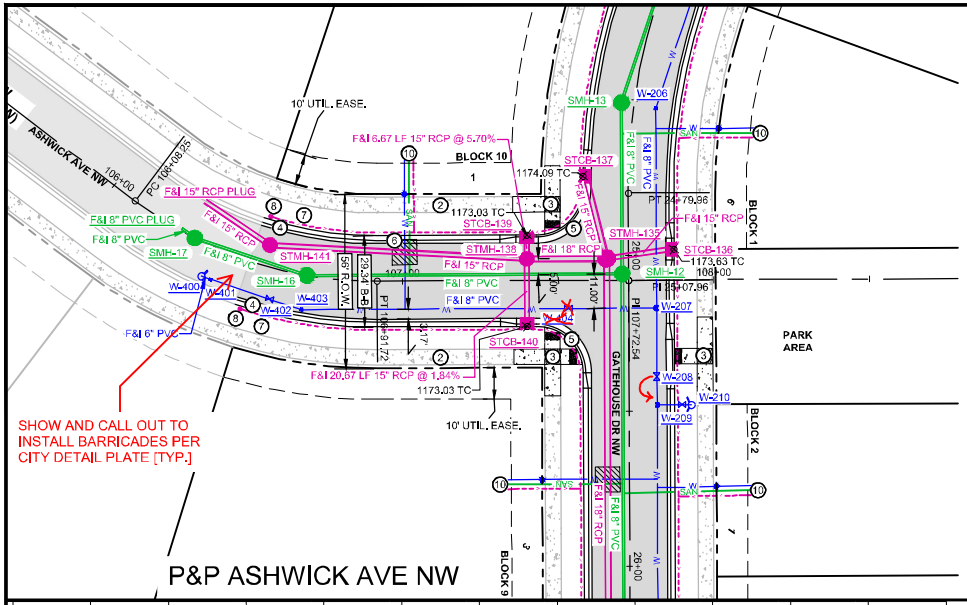
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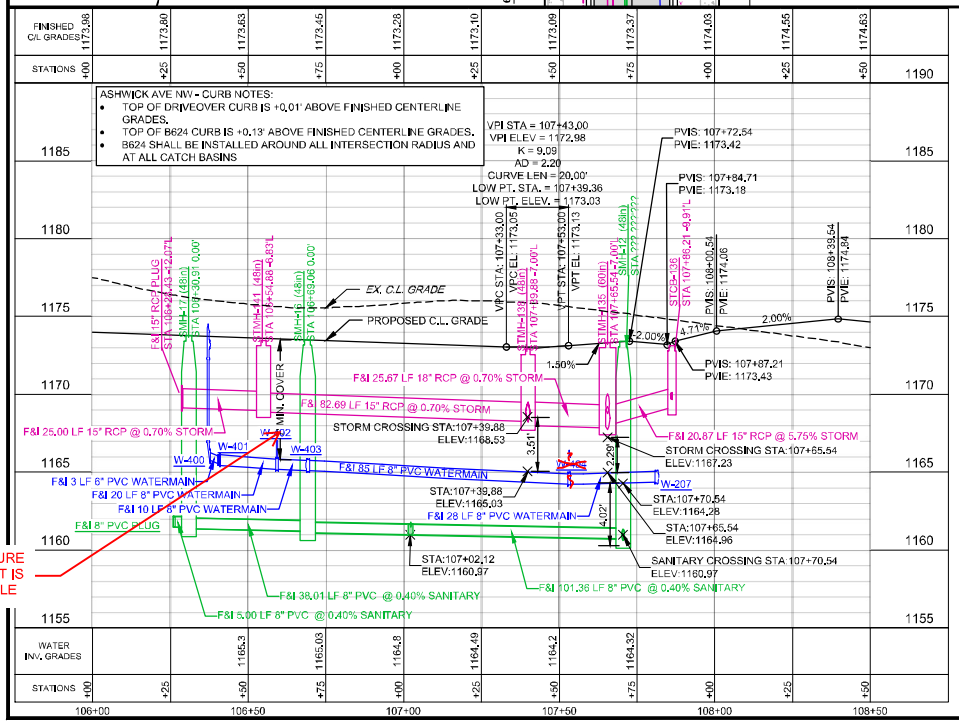
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HORIZ. 20 0 20 40
VERT. 4 0 4 8



MAKE SURE ALL TEXT IS READABLE

SMH-16 (48in)
STA 108+69.06 0.00'
CONSTRUCT STRUCTURE TYPE 3
F&I CASTING R-1733-B
RING EL. = 1173.50
INL. EL. 1161.20 (S) 8" PVC
INV. EL. 1161.10 (NW) 8" PVC

SMH-17 (48in)
STA 108+30.91 0.00'
CONSTRUCT STRUCTURE TYPE 3
F&I CASTING R-1733-B
RING EL. = 1173.76
INL. EL. 1161.45 (S) 8" PVC
INV. EL. 1161.35 (N) 8" PVC

W-400
STA. 106+37.77 - 10.21' R
F&I TEMPORARY HYDRANT
BREAK OFF EL. = 1173.71
INV. EL. 1165.51

W-401
STA. 106+40.70 - 9.95' R
F&I 8"X6" REDUCER
INV. EL. 1165.42

W-402
STA. 106+59.27 - 9.94' R
F&I 8" GATE VALVE
INV. EL. 1165.16

W-403
STA. 106+69.20 - 11.15' R
F&I 8" 22.5 BEND
INV. EL. 1165.08

~~W-404~~
~~STA. 107+83.23 - 9.00' R~~
~~F&I 8" GATE VALVE~~
~~INV. EL. 1164.21~~

STMH-138
STA 107+39.88 -7.00'L
CONSTRUCT STRUCTURE TYPE 4 (48in)
F&I R-1733-B CASTING
RING EL. = 1172.89
INL. EL. 1168.24 (SE) 15" RCP
INL. EL. 1168.24 (SW) 15" RCP
INL. EL. 1168.24 (NE) 15" RCP
INV. EL. 1167.99 (NW) 18" RCP

STCB-139
STA 107+39.88 -13.67'L
CONSTRUCT STRUCTURE TYPE 1
F&I R-3067-VB GRATE
GRATE EL. = 1172.53
INL. EL. 1169.03 (S) 6" PVC
INL. EL. 1169.03 (W) 6" PVC
INV. EL. 1168.62 (NE) 15" RCP

STCB-140
STA 107+39.88 13.67'R
CONSTRUCT STRUCTURE TYPE 1
F&I R-3067-L GRATE
GRATE EL. = 1172.53
INL. EL. 1169.03 (N) 6" PVC
INL. EL. 1169.03 (E) 6" PVC
INV. EL. 1168.62 (SW) 15" RCP

STMH-141
STA 106+54.88 -6.83'L
CONSTRUCT STRUCTURE TYPE 4 (48in)
F&I R-1733-B CASTING
RING EL. = 1173.46
INL. EL. 1168.92 (S) 15" RCP
INV. EL. 1168.82 (NW) 15" RCP

F&I 15" RCP PLUG
STA 106+28.43 -12.07'L
INV. EL. 1169.10 (N) 15" RCP

whks engineers + planners + landscape architects

I hereby certify that this plan, specification or report was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

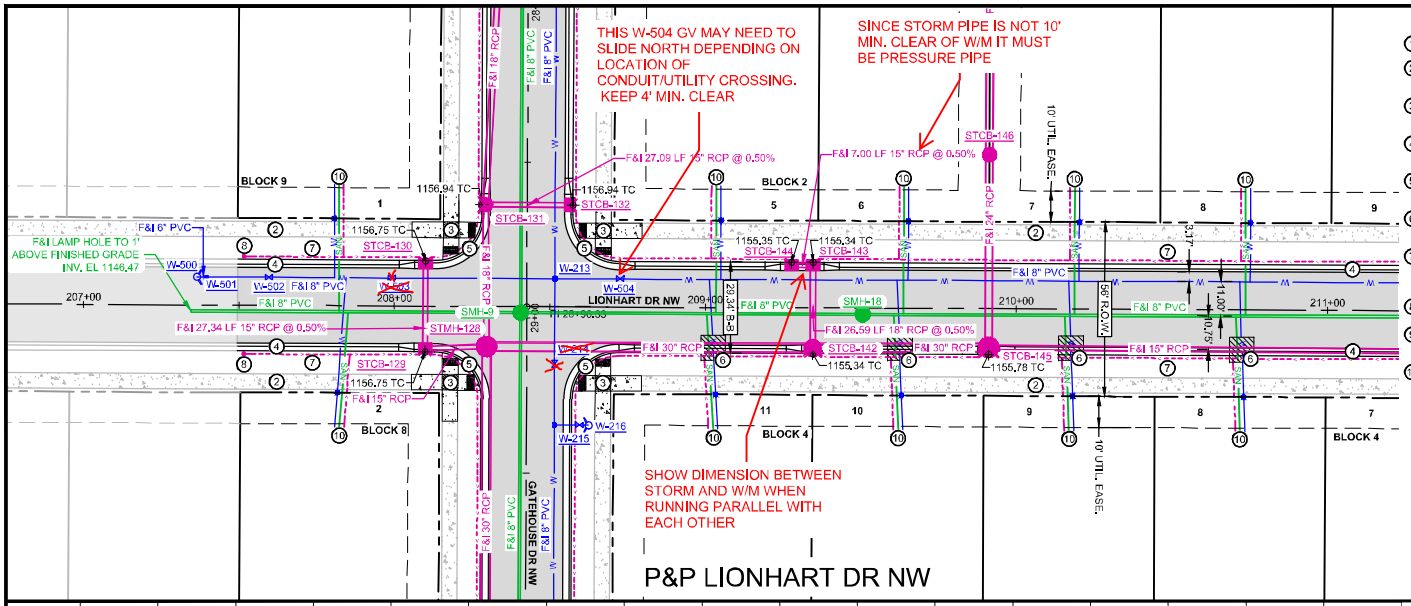
Kyle A. Skov
Date 12/31/25 License No. 46107

REVISIONS
NO. | DATE | DESCRIPTION

P&P ASHWICK AVE NW
WESTBURY FIRST SUBDIVISION - BIGELOW HOMES, LLC
ROCHESTER, MINNESOTA
2026

SCALE: AS SHOWN
WHKS PROJECT NO. 10129
DRAWN BY: KML
CHECKED BY: JPP
SHEET C405

PLOT DATE: 12/31/2025 1:47 PM
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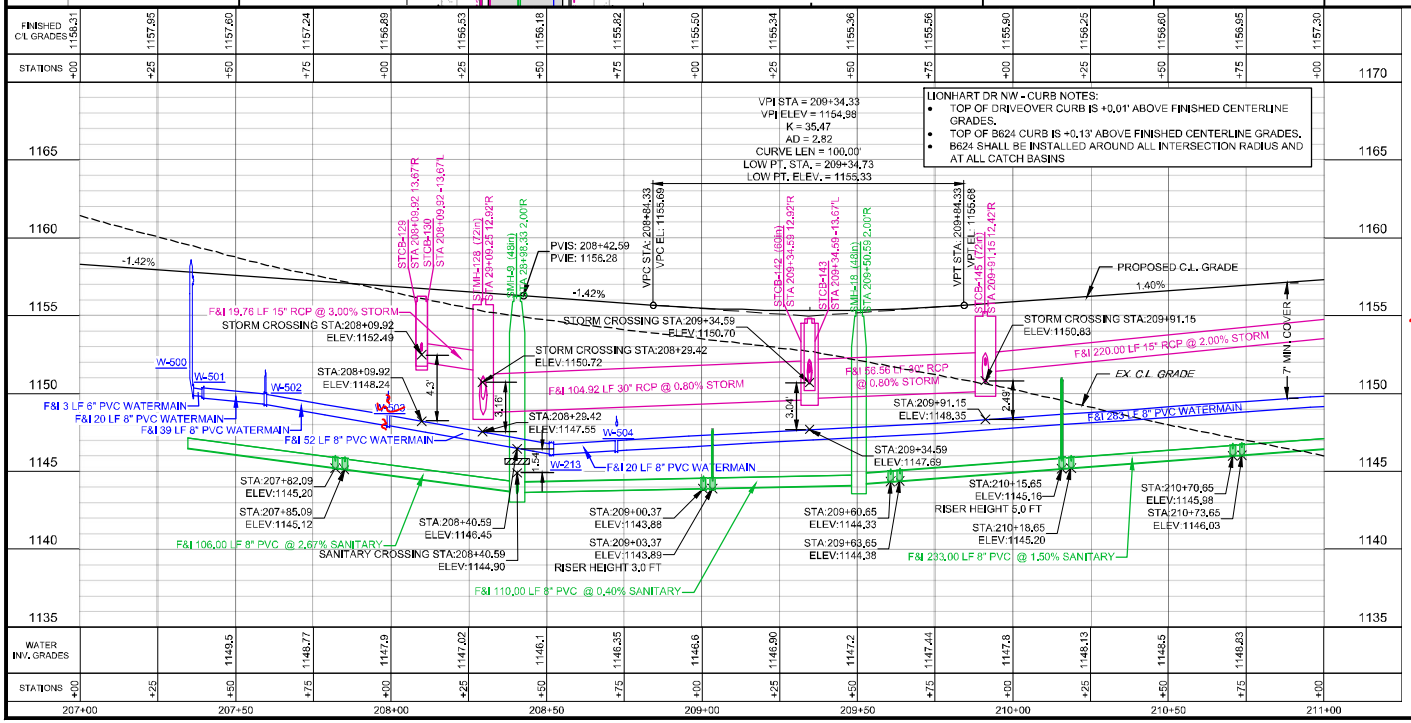


NOTES:

1. SAW CUT
2. 5' WIDE CONCRETE SIDEWALK BY HOMEOWNERS
3. FUTURE CONC. PEDESTRIAN RAMP. SEE MNDOT STANDARD PLANS
4. CONSTRUCT DRIVE-OVER CONCRETE CURB & GUTTER
5. CONSTRUCT B624 CONCRETE CURB & GUTTER
6. F&I 4" X 8' X 8' POLYSTYRENE INSULATION PER CITY SDP 6-19
7. F&I 6" PERFORATED PVC SUBSURFACE EDGE DRAIN PER CITY SDP 1-08.
8. F&I 6" PVC SUBDRAIN CLEANOUT
9. UTILITY CROSSING, F&I 4" PVC SCH. 40 PIPES PER SDP 4-03D
10. F&I 8"X4" WYE & 4" SDR PVC SANITARY SEWER SERVICE (TYP.) F&I 6"X4" WYE & 4" SUBDRAIN SERVICE (TYP.) F&I 1" TYPE K COPPER WATER SERVICE, 1" CORPORATION STOP & 1" CURB STOP & BOX (TYP.) CONTRACTOR TO F&I CURB BOX COVER PER CITY SDP 1-10 FOR CURB STOPS THAT ARE LOCATED WITHIN A PAVED AREA

GENERAL NOTES:

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5. WATER MAIN AND WATER SERVICES TO BE 7' MIN. (10' MAX.) BURY DEPTH.
6. CONTRACTOR TO CENTER A FULL 20' STICK OF WATER MAIN PIPE ON ALL CROSSINGS WHERE PRACTICAL. WHEN NOT PRACTICAL, CONTRACTOR TO KEEP W/M PIPE JOINTS AS FAR FROM CROSSING AS POSSIBLE.
7. ALL CROSSINGS WITH WATER MAIN AND WATER SERVICES SHALL BE 18" MIN. VERTICAL SEPARATION. IF 18"-24" VERTICAL SEPARATION BETWEEN STORM AND WATER MAIN/WATER SERVICES, CONTRACTOR TO F&I 4" POLYSTYRENE INSULATION PER CITY DETAIL PLATE 6-19.



SMH-18 (48in)
STA 209+50.59 2.00'R
CONSTRUCT STRUCTURE TYPE 3
F&I CASTING R-1733-B
RING EL. = 1155.33
INL. EL. 1144.18 (N) 8" PVC
INV. EL. 1144.08 (S) 8" PVC

W-500
STA. 207+36.42 - 9.00' L
F&I TEMPORARY HYDRANT
BREAK OFF EL. = 1157.51
INV. EL. 1149.61

W-501
STA. 207+39.59 - 9.00' L
F&I 8"X6" REDUCER
INV. EL. 1149.71

W-502
STA. 207+59.58 - 9.00' L
F&I 8" GATE VALVE
INV. EL. 1149.31

W-503
STA. 208+09.09 - 9.00' L
F&I 8" GATE VALVE
INV. EL. 1147.93

W-213
STA. 208+51.59 - 9.00' L
F&I 8"X8" CROSS
INV. EL. 1146.10

W-504
STA. 208+72.54 - 9.00' L
F&I 8" GATE VALVE
INV. EL. 1146.32

STCB-129
STA 208+09.92 13.67'R
CONSTRUCT STRUCTURE TYPE 1
F&I R-3067-L GRATE
GRATE EL. = 1156.25
INL. EL. 1152.11 (W) 15" RCP
INL. EL. 1152.75 (NE) 6" PVC
INL. EL. 1152.75 (SE) 6" PVC
INV. EL. 1152.01 (N) 15" RCP

STCB-130
STA 208+09.92 -13.67'L
CONSTRUCT STRUCTURE TYPE 1
F&I R-3067-VB GRATE
GRATE EL. = 1156.25
INL. EL. 1152.75 (NW) 6" PVC
INL. EL. 1152.75 (SW) 6" PVC
INV. EL. 1152.25 (E) 15" RCP

STCB-142
STA 209+34.59 12.92'R
CONSTRUCT STRUCTURE TYPE 4 (60in)
F&I R-3067-VB GRATE
GRATE EL. = 1154.84
INL. EL. 1149.69 (N) 30" RCP
INL. EL. 1151.34 (NE) 6" PVC
INL. EL. 1151.34 (SE) 6" PVC
INL. EL. 1150.59 (W) 18" RCP
INV. EL. 1149.59 (S) 30" RCP

STCB-143
STA 209+34.59 -13.67'L
CONSTRUCT STRUCTURE TYPE 1
F&I R-3067-VB GRATE
GRATE EL. = 1154.84
INL. EL. 1150.82 (S) 15" RCP
INL. EL. 1151.34 (NW) 6" PVC
INV. EL. 1150.72 (E) 18" RCP

STCB-144
STA 209+27.59 -13.67'L
CONSTRUCT STRUCTURE TYPE 1
F&I R-3067-VB GRATE
GRATE EL. = 1154.85
INL. EL. 1151.35 (SW) 6" PVC
INV. EL. 1150.85 (N) 15" RCP

STCB-145
STA 209+91.15 12.42'R
CONSTRUCT STRUCTURE TYPE 4 (72in)
F&I R-3067-L GRATE
GRATE EL. = 1155.28
INL. EL. 1151.78 (NE) 6" PVC
INL. EL. 1151.36 (N) 15" RCP
INL. EL. 1150.64 (W) 24" RCP
INL. EL. 1151.78 (SE) 6" PVC
INV. EL. 1150.14 (S) 30" RCP

HORIZ. 20 0 20 40
VERT. 4 0 4 8

REVISIONS

NO.	DATE	DESCRIPTION

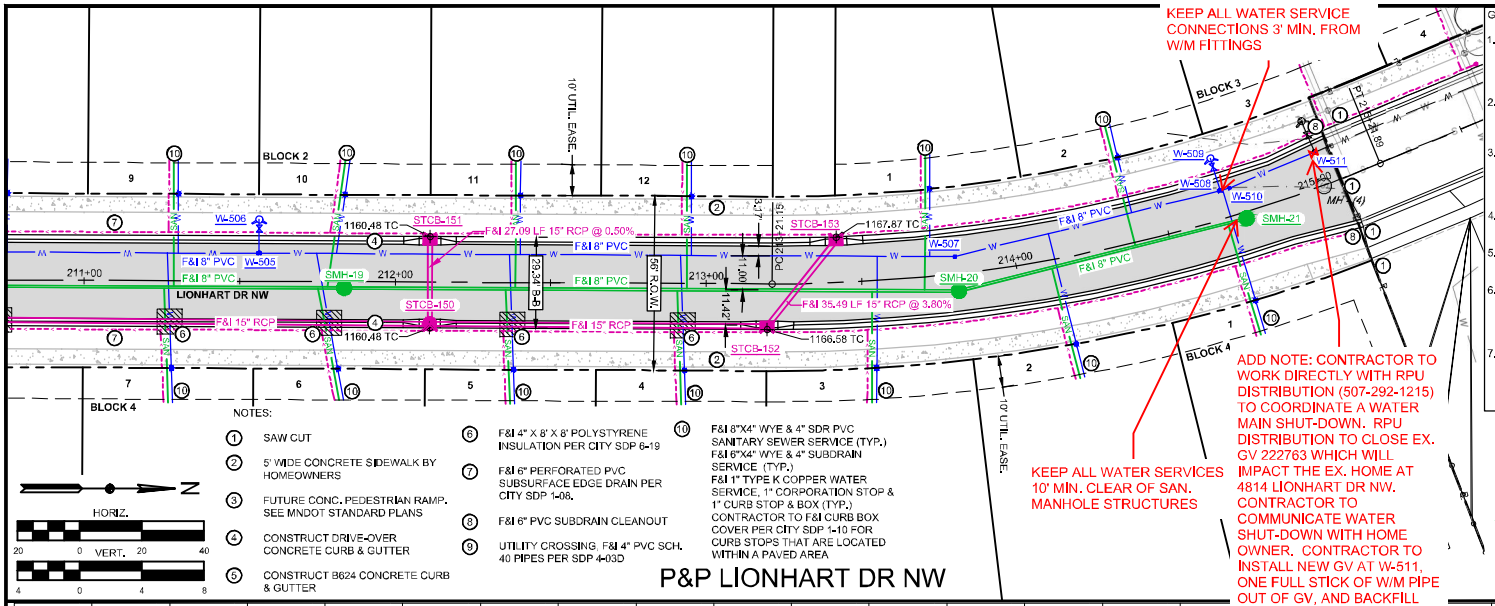
I hereby certify that this plan, specification or report was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Kyle A. Skov
Date: 12/31/25 License No. 46107

P&P LIONHART DR NW
WESTBURY FIRST SUBDIVISION - BIGELOW HOMES, LLC
ROCHESTER, MINNESOTA
2026

SCALE: AS SHOWN
WHKS PROJECT NO. 10129
DRAWN BY: KML
CHECKED BY: JPP
SHEET C406

FILE PATH: S:\Jobs\Bigelow Homes\10129 - Westbury Development\Drawings\10129-PROPOSED PH1 PROFILE LIONHART.dwg PLOT DATE: 12/31/2025 1:47 PM



KEEP ALL WATER SERVICE CONNECTIONS 3' MIN. FROM W/M FITTINGS

KEEP ALL WATER SERVICES 10' MIN. CLEAR OF SAN. MANHOLE STRUCTURES

ADD NOTE: CONTRACTOR TO WORK DIRECTLY WITH RPU DISTRIBUTION (507-292-1215) TO COORDINATE A WATER MAIN SHUT-DOWN. RPU DISTRIBUTION TO CLOSE EX. GV 222763 WHICH WILL IMPACT THE EX. HOME AT 4814 LIONHART DR NW. CONTRACTOR TO COMMUNICATE WATER SHUT-DOWN WITH HOME OWNER. CONTRACTOR TO INSTALL NEW GV AT W-511, ONE FULL STICK OF W/M PIPE OUT OF GV, AND BACKFILL TRENCH PRIOR TO RPU DISTRIBUTION OPENING EX. GV 222763. CONTRACTOR TO MAKE EVERY EFFORT POSSIBLE TO KEEP WATER SHUT-DOWN AS SHORT AS POSSIBLE. KEEP NEW W-511 GV CLOSED UNTIL PROJECT COMPLETION.

GENERAL NOTES:

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SMH-19 (48in)
STA 211+83.59 2.00'R
CONSTRUCT STRUCTURE TYPE 3
F&I CASTING R-1733-B
RING EL. = 1155.32
INL. EL. 1147.78 (N) 8" PVC
INV. EL. 1147.68 (S) 8" PVC

SMH-20 (48in)
STA 213+80.76 5.59'R
CONSTRUCT STRUCTURE TYPE 3
F&I CASTING R-1733-B
RING EL. = 1169.69
INL. EL. 1158.36 (N) 8" PVC
INV. EL. 1158.26 (S) 8" PVC

SMH-21 (48in)
STA 214+75.56 2.00'R
CONSTRUCT STRUCTURE TYPE 3
F&I CASTING R-1733-B
RING EL. = 1173.13
INV. EL. 1161.70 (S) 8" PVC
MH - (4) (48in)
STA 215+02.38 0.26'R
FIELD VERIFY TOP OF EXISTING STRUCTURE
ADD BARREL SECTION IF NEEDED
F&I CASTING R-1733-B
WATERPROOF PER STD 1-07
PROPOSED RING EL. = 1173.76
INL. EL. 1163.11 (NW) 8" PVC

STCB-150
STA 212+11.15 13.42'R
CONSTRUCT STRUCTURE TYPE 4 (48in)
F&I R-3067-L GRATE
GRATE EL. = 1159.98
INL. EL. 1155.84 (N) 15" RCP
INL. EL. 1156.48 (NE) 6" PVC
INL. EL. 1155.84 (W) 15" RCP
INL. EL. 1156.48 (SE) 6" PVC
INV. EL. 1155.75 (S) 15" RCP

STCB-151
STA 212+11.15 -13.67'L
CONSTRUCT STRUCTURE TYPE 1
F&I R-3067-L GRATE
GRATE EL. = 1159.98
INL. EL. 1156.48 (NW) 6" PVC
INL. EL. 1156.48 (SW) 6" PVC
INV. EL. 1155.98 (E) 15" RCP

STCB-152
STA 213+19.59 13.67'R
CONSTRUCT STRUCTURE TYPE 1
F&I R-3067-L GRATE
GRATE EL. = 1166.08
INL. EL. 1162.02 (NW) 15" RCP
INL. EL. 1162.58 (NE) 6" PVC
INL. EL. 1162.58 (SE) 6" PVC
INV. EL. 1161.92 (S) 15" RCP

STCB-153
STA 213+42.26 -13.67'L
CONSTRUCT STRUCTURE TYPE 1
F&I R-3067-L GRATE
GRATE EL. = 1167.37
INL. EL. 1163.87 (NW) 6" PVC
INL. EL. 1163.87 (SW) 6" PVC
INV. EL. 1163.37 (SE) 15" RCP

W-505
STA. 211+56.19 - 9.00' L
F&I 8"X6" TEE
INV. EL. 1150.10

W-506
STA. 211+56.19 - 20.00' L
F&I 6" HYDRANT
BREAK OFF EL. = 1159.04
INV. EL. 1150.84

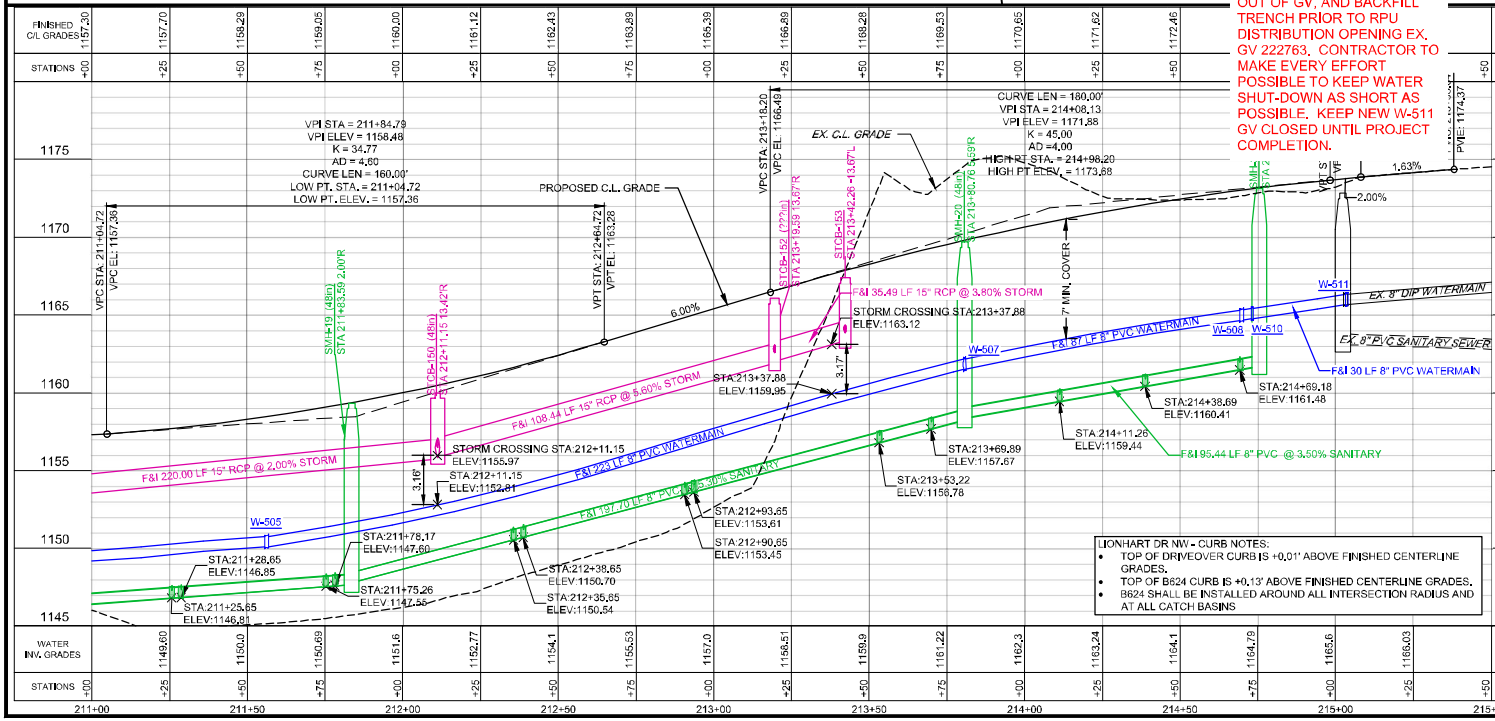
W-507
STA. 213+80.69 - 5.50' L
F&I 8" 11.25 BEND
INV. EL. 1161.50

W-508
STA. 214+69.86 - 9.00' L
F&I 8"X6" TEE
INV. EL. 1164.65

W-509
STA. 214+69.86 - 20.00' L
INSTALL SALVAGED 8" HYDR. FROM W-511
BREAK OFF EL. = 1173.61
INV. EL. 1165.14
INSTALL SALVAGED GATE VALVE & BOX 3' FROM HYDRANT

W-510
STA. 214+73.17 - 9.00' L
F&I 8" 11.25 BEND
INV. EL. 1164.74

W-511
STA. 215+03.63 - 11.03' L
REMOVE EXISTING TEE
REMOVE AND SALVAGE EXIST HYDRANT AND VALVE
F&I 8" ~~STEEL~~ GV
CONNECT TO \ MAIN
INV. EL. 1165.68



REVISIONS

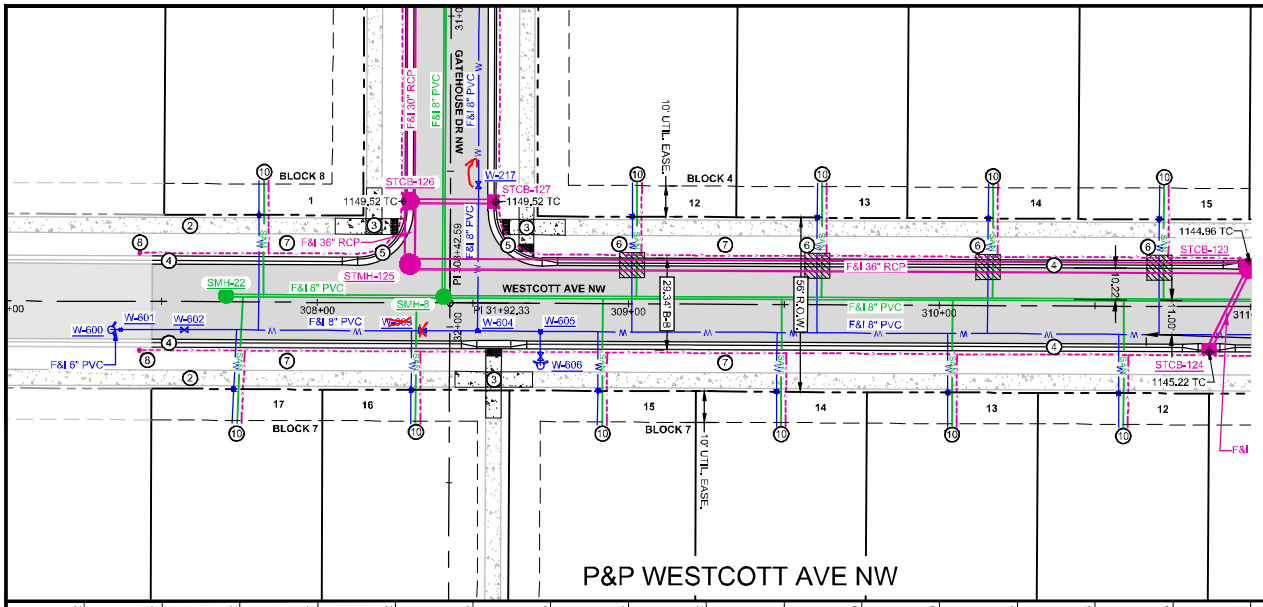
NO.	DATE	DESCRIPTION

P&P LIONHART DR NW
WESTBURY FIRST SUBDIVISION - BIGELOW HOMES, LLC
ROCHESTER, MINNESOTA
2026

SCALE: AS SHOWN
WHKS PROJECT NO. 10129
DRAWN BY: KML
CHECKED BY: JPP
SHEET C407

I hereby certify that this plan, specification or report was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.
Kyle A. Skov
Date: 12/31/25 License No. 46107

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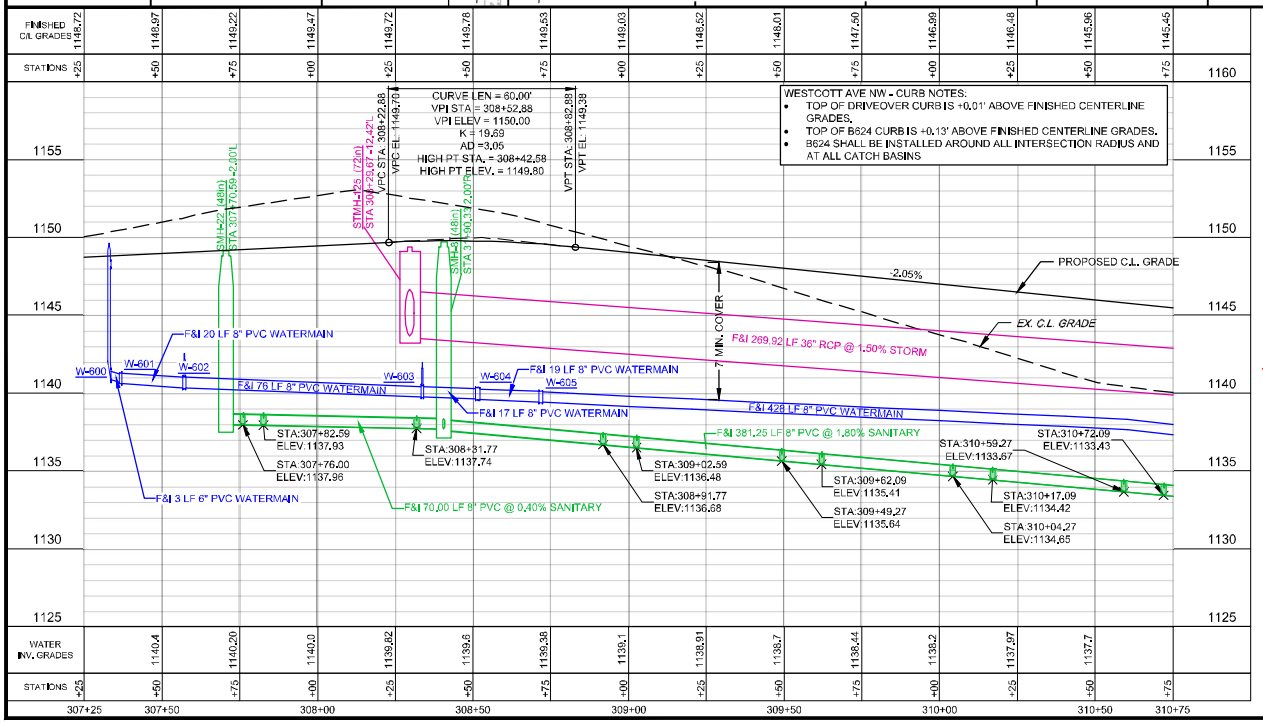
NOTES:

1. SAW CUT
2. 5' WIDE CONCRETE SIDEWALK BY HOMEOWNERS
3. FUTURE CONC. PEDESTRIAN RAMP. SEE MNDOT STANDARD PLANS
4. CONSTRUCT DRIVE-OVER CONCRETE CURB & GUTTER
5. CONSTRUCT B624 CONCRETE CURB & GUTTER
6. F&I 4" X 8' X 8' POLYSTYRENE INSULATION PER CITY SDP 6-19
7. F&I 6" PERFORATED PVC SUBSURFACE EDGE DRAIN PER CITY SDP 1-08.
8. F&I 6" PVC SUBDRAIN CLEANOUT
9. UTILITY CROSSING, F&I 4" PVC SCH. 40 PIPES PER SDP 4-03D
10. F&I 8"X4" WYE & 4" SDR PVC SANITARY SEWER SERVICE (TYP.)
    F&I 6"X4" WYE & 4" SUBDRAIN SERVICE (TYP.)
    F&I 1" TYPE K COPPER WATER SERVICE, 1" CORPORATION STOP & 1" CURB STOP & BOX (TYP.)
    CONTRACTOR TO F&I CURB BOX COVER PER CITY SDP 1-10 FOR CURB STOPS THAT ARE LOCATED WITHIN A PAVED AREA

GENERAL NOTES:

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P&P WESTCOTT AVE NW



SMH-22 (48in)
STA 307+70.59 -2.00'L
CONSTRUCT STRUCTURE TYPE 3
F&I CASTING R-1733-B
RING EL. = 1149.13
INV. EL. 1137.98 (N) 8" PVC

W-600
STA. 307+33.61 - 9.00' R
F&I TEMPORARY HYDRANT
BREAK OFF EL. = 1148.82
INV. EL. 1140.62

W-601
STA. 307+36.77 - 9.00' R
F&I 8"X6" REDUCER
INV. EL. 1140.62

W-602
STA. 307+57.17 - 9.00' R
F&I 8" GATE VALVE
INV. EL. 1140.33

W-603
STA. 308+33.73 - 9.00' R
F&I 8" GATE VALVE
INV. EL. 1139.75

W-604
STA. 308+51.59 - 9.00' R
F&I 8"X8" TEE
INV. EL. 1139.61

W-605
STA. 308+71.77 - 9.00' R
F&I 8"X6" TEE
INV. EL. 1139.42

W-606
STA. 308+71.77 - 20.00' R
F&I 6" HYDRANT
BREAK OFF EL. = 1150.10
INV. EL. 1141.96
F&I 6" GATE VALVE & BOX
3' FROM HYDRANT

N

HORIZ. 20 0 20 40

VERT. 4 0 4 8

REVISIONS

NO.	DATE	DESCRIPTION

I hereby certify that this plan, specification or report was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

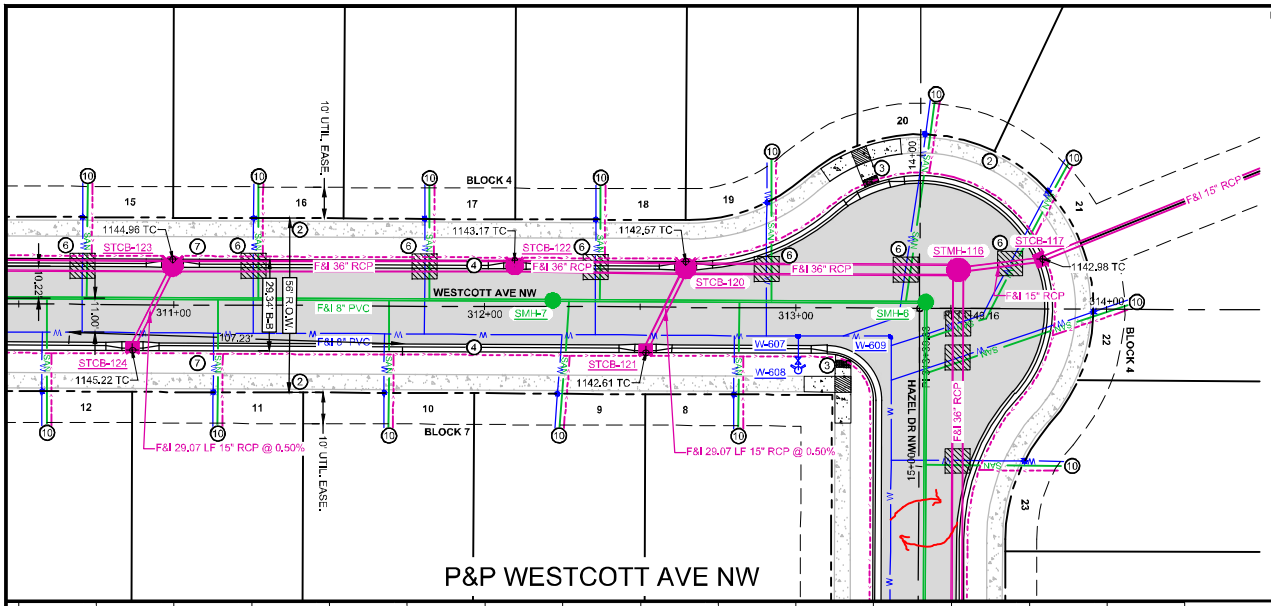
Kyle A. Skov
Date: 12/31/25 License No. 46107

SCALE: AS SHOWN
WHKS PROJECT NO. 10129
DRAWN BY: KML
CHECKED BY: JPP
SHEET C408

P&P WESTCOTT AVE NW

WESTBURY FIRST SUBDIVISION - BIGELOW HOMES, LLC
ROCHESTER, MINNESOTA
2026

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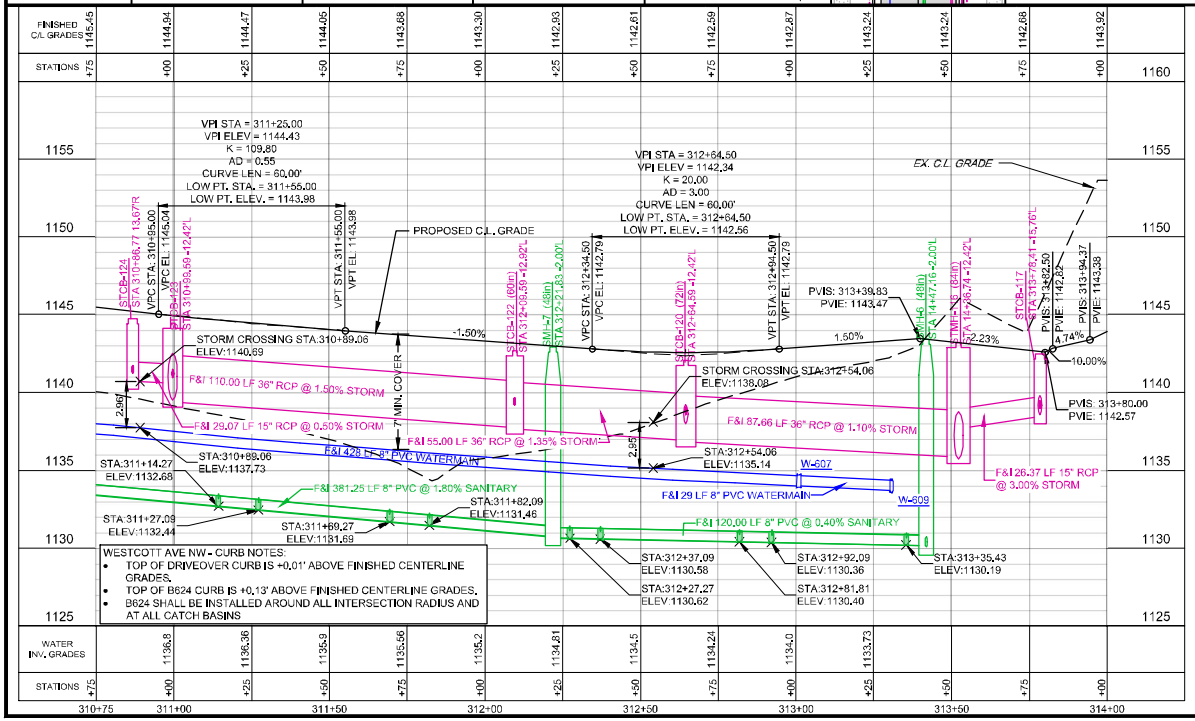


NOTES:

1. SAW CUT
2. 5' WIDE CONCRETE SIDEWALK BY HOMEOWNERS
3. FUTURE CONC. PEDESTRIAN RAMP. SEE MNDOT STANDARD PLANS
4. CONSTRUCT DRIVE-OVER CONCRETE CURB & GUTTER
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9. UTILITY CROSSING, F&I 4" PVC SCH. 40 PIPES PER SDP 4-03D
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SMH-7 (48in)
STA 312+21.83 -2.00'L
CONSTRUCT STRUCTURE TYPE 3
F&I CASTING R-1733-B
RING EL. = 1142.94
INL. EL. 1130.74 (S) 8" PVC
INV. EL. 1130.64 (N) 8" PVC

STMH-116
STA 314+36.74 -12.42'L
CONSTRUCT STRUCTURE TYPE 4 (84in)
F&I R-1733-B CASTING
RING EL. = 1143.21
INL. EL. 1135.84 (S) 36" RCP
INL. EL. 1137.67 (N) 15" RCP
INV. EL. 1135.74 (E) 36" RCP

STCB-117
STA 313+78.41 -15.76'L
CONSTRUCT STRUCTURE TYPE 1
F&I R-3501-TB GRATE
GRATE EL. = 1142.59
INL. EL. 1138.56 (N) 15" RCP
INL. EL. 1138.96 (NE) 6" PVC
INL. EL. 1138.96 (NW) 6" PVC
INV. EL. 1138.46 (S) 15" RCP

STCB-120
STA 312+64.59 -12.42'L
CONSTRUCT STRUCTURE TYPE 4 (72in)
F&I R-3067-VB GRATE
GRATE EL. = 1142.07
INL. EL. 1137.96 (SE) 15" RCP
INL. EL. 1136.90 (S) 36" RCP
INL. EL. 1138.57 (NW) 6" PVC
INL. EL. 1138.57 (SW) 6" PVC
INV. EL. 1136.80 (N) 36" RCP

STCB-121
STA 312+51.77 13.67'R
CONSTRUCT STRUCTURE TYPE 1
F&I R-3067-VB GRATE
GRATE EL. = 1142.11
INL. EL. 1138.61 (NE) 6" PVC
INL. EL. 1138.61 (SE) 6" PVC
INV. EL. 1138.11 (NW) 15" RCP

STCB-122
STA 312+08.59 -12.92'L
CONSTRUCT STRUCTURE TYPE 4 (60in)
F&I R-3067-L GRATE
GRATE EL. = 1142.67
INL. EL. 1137.75 (S) 36" RCP
INL. EL. 1139.17 (NW) 6" PVC
INL. EL. 1139.17 (SW) 6" PVC
INV. EL. 1137.65 (N) 36" RCP

STCB-123
STA 310+96.59 -12.42'L
CONSTRUCT STRUCTURE TYPE 4 (72in)
F&I R-3067-L GRATE
GRATE EL. = 1144.46
INL. EL. 1139.50 (S) 36" RCP
INL. EL. 1140.57 (SE) 15" RCP
INL. EL. 1140.96 (NW) 6" PVC
INL. EL. 1140.96 (SW) 6" PVC
INV. EL. 1139.40 (N) 36" RCP

STCB-124
STA 310+86.77 13.67'R
CONSTRUCT STRUCTURE TYPE 1
F&I R-3067-L GRATE
GRATE EL. = 1144.72
INL. EL. 1141.22 (NE) 6" PVC
INL. EL. 1141.22 (SE) 6" PVC
INV. EL. 1140.72 (NW) 15" RCP

W-607
STA. 313+00.84 - 9.00' R
F&I 8"X6" TEE
INV. EL. 1133.97

W-608
STA. 313+00.84 - 20.00' R
F&I 6" HYDRANT
BREAK OFF EL. = 1143.46
INV. EL. 1135.26
F&I 6" GATE VALVE & BOX
3' FROM HYDRANT

W-609
STA. 313+30.83 - 9.00' R
F&I 8" 90 BEND
INV. EL. 1133.67

HORIZ. 20 0 20 40
VERT. 4 0 4 8

REVISIONS

NO.	DATE	DESCRIPTION

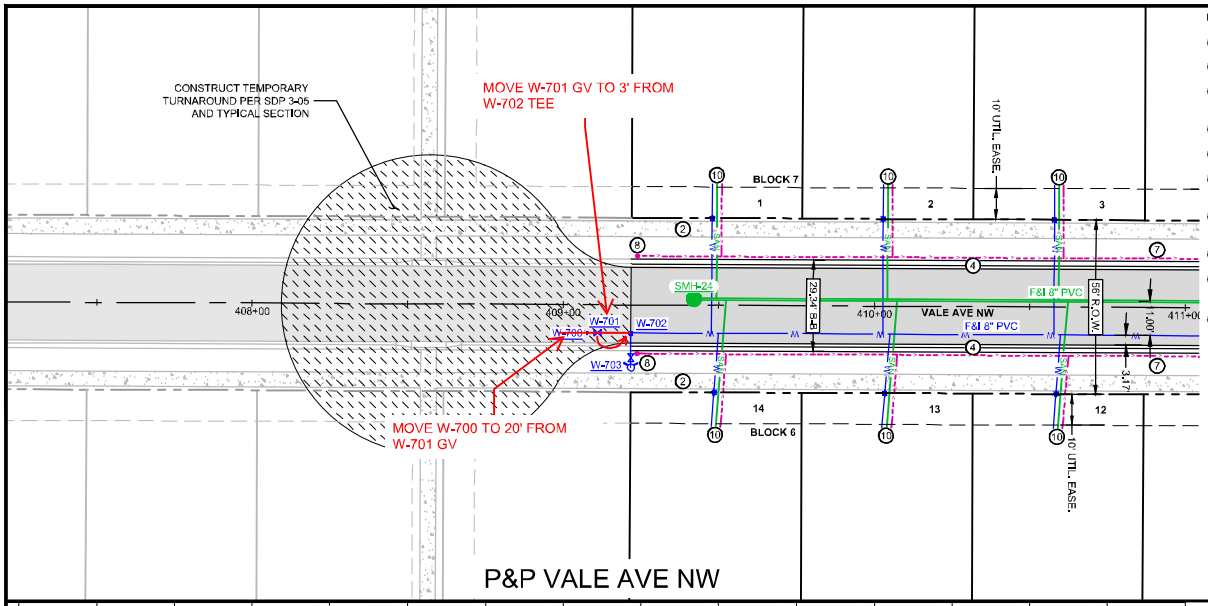
I hereby certify that this plan, specification or report was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Kyle A. Skov
Date: 12/31/25 License No. 46107

P&P WESTCOTT AVE NW
WESTBURY FIRST SUBDIVISION - BIGELOW HOMES, LLC
ROCHESTER, MINNESOTA
2026

SCALE: AS SHOWN
WHKS PROJECT NO. 10129
DRAWN BY: KML
CHECKED BY: JPP
SHEET C409

PLOT DATE: 12/31/2025 1:47 PM
FILE PATH: S:\Jobs\Bigelow Homes\10129 - Westbury Development\Drawings\10129-PROPOSED PH1 PROFILE STREET 3.dwg



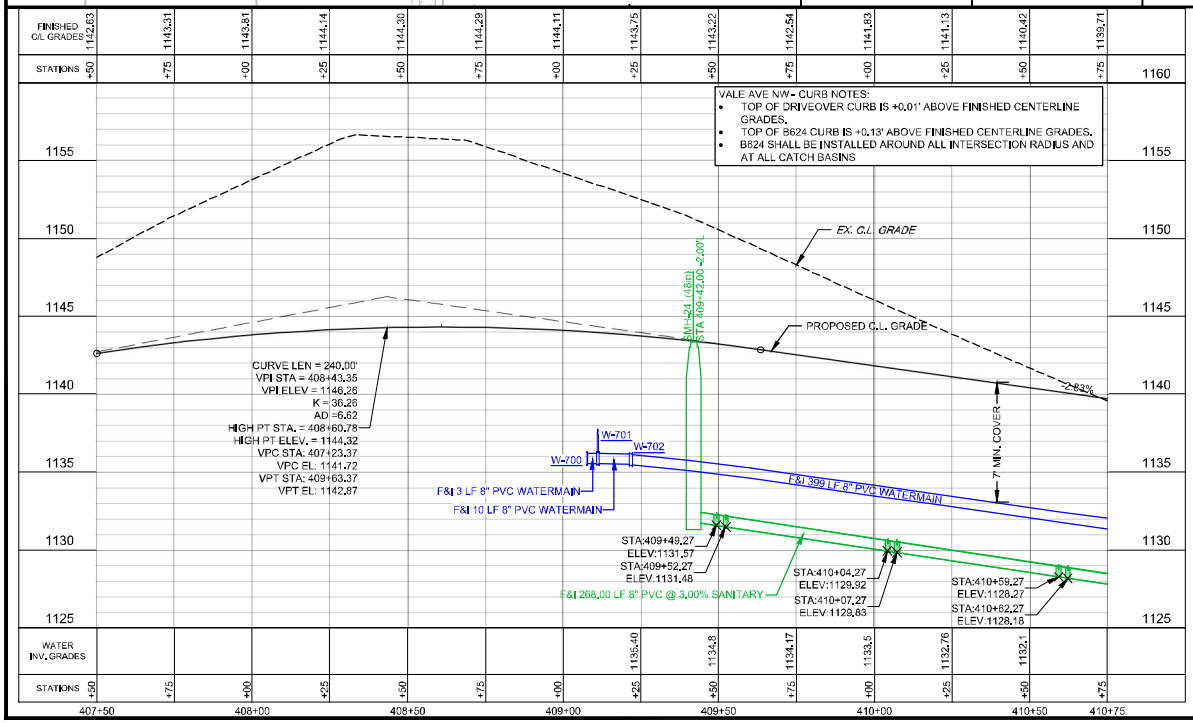
P&P VALE AVE NW

NOTES:

1. SAW CUT
2. 5' WIDE CONCRETE SIDEWALK BY HOMEOWNERS
3. FUTURE CONC. PEDESTRIAN RAMP. SEE MNDOT STANDARD PLANS
4. CONSTRUCT DRIVE-OVER CONCRETE CURB & GUTTER
5. CONSTRUCT B624 CONCRETE CURB & GUTTER
6. F&I 4" X 8' X 8' POLYSTYRENE INSULATION PER CITY SDP 6-19
7. F&I 6" PERFORATED PVC SUBSURFACE EDGE DRAIN PER CITY SDP 1-08.
8. F&I 6" PVC SUBDRAIN CLEANOUT
9. UTILITY CROSSING, F&I 4" PVC SCH. 40 PIPES PER SDP 4-03D
10. F&I 8"X4" WYE & 4" SDR PVC SANITARY SEWER SERVICE (TYP.)
    F&I 6"X4" WYE & 4" SUBDRAIN SERVICE (TYP.)
    F&I 1" TYPE K COPPER WATER SERVICE. 1" CORPORATION STOP & 1" CURB STOP & BOX (TYP.)
    CONTRACTOR TO F&I CURB BOX COVER PER CITY SDP 1-10 FOR CURB STOPS THAT ARE LOCATED WITHIN A PAVED AREA

GENERAL NOTES:

1. ALL UTILITY SERVICE CONSTRUCTION SHALL BE IN ACCORDANCE WITH SDP 4-01, 6-11 UNLESS OTHERWISE NOTED AND THE SPECIFICATIONS AND STANDARDS OF THE CITY OF ROCHESTER, MINNESOTA.
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3. WATER SERVICE INSTALLATIONS SHALL CONFORM TO THE CURRENT VERSION OF THE MINNESOTA PLUMBING CODE CHAPTER 4714 AS ADOPTED BY THE CITY AND THE REQUIREMENTS OF RPU RULES & REGS.
4. EXISTING AND PROPOSED WATER, SANITARY SEWER, AND SUBDRAIN SERVICES ARE PRIVATE.
5. WATER MAIN AND WATER SERVICES TO BE 7' MIN. (10' MAX.) BURY DEPTH.
6. CONTRACTOR TO CENTER A FULL 20' STICK OF WATER MAIN PIPE ON ALL CROSSINGS WHERE PRACTICAL. WHEN NOT PRACTICAL CONTRACTOR TO KEEP W/M PIPE JOINTS AS FAR FROM CROSSING AS POSSIBLE.
7. ALL CROSSINGS WITH WATER MAIN AND WATER SERVICES SHALL BE 18" MIN. VERTICAL SEPARATION. IF 18"-24" VERTICAL SEPARATION BETWEEN STORM AND WATER MAIN/WATER SERVICES, CONTRACTOR TO F&I 4" POLYSTYRENE INSULATION PER CITY DETAIL PLATE 6-19.



SMH-24 (48in)
STA 409+42.00 -2.00'L
CONSTRUCT STRUCTURE TYPE 3
F&I CASTING R-1733-B
RING EL. = 1143.37
INV. EL. 1131.79 (N) 8" PVC

W-700
STA. 409+07.90 - 9.00' R
F&I 8" PLUG
INV. EL. 1135.54

W-701
STA. 409+11.12 - 9.00' R
F&I 8" GATE VALVE
INV. EL. 1135.54

W-702
STA. 409+21.77 - 9.00' R
F&I 8"X6" TEE
INV. EL. 1135.47

W-703
STA. 409+21.77 - 20.00' R
F&I 6" HYDRANT
BREAK OFF EL. = 1144.39
INV. EL. 1136.19
F&I 6" GATE VALVE & BOX
3' FROM HYDRANT

WITH 1" CORP AND PIGTAIL FOR TESTING

HORIZ. 20 0 20 40
VERT. 4 0 4 8

whks engineering + planning + surveying

I hereby certify that this plan, specification or report was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Kyle A. Skov
Date: 12/31/25 License No. 46107

REVISIONS

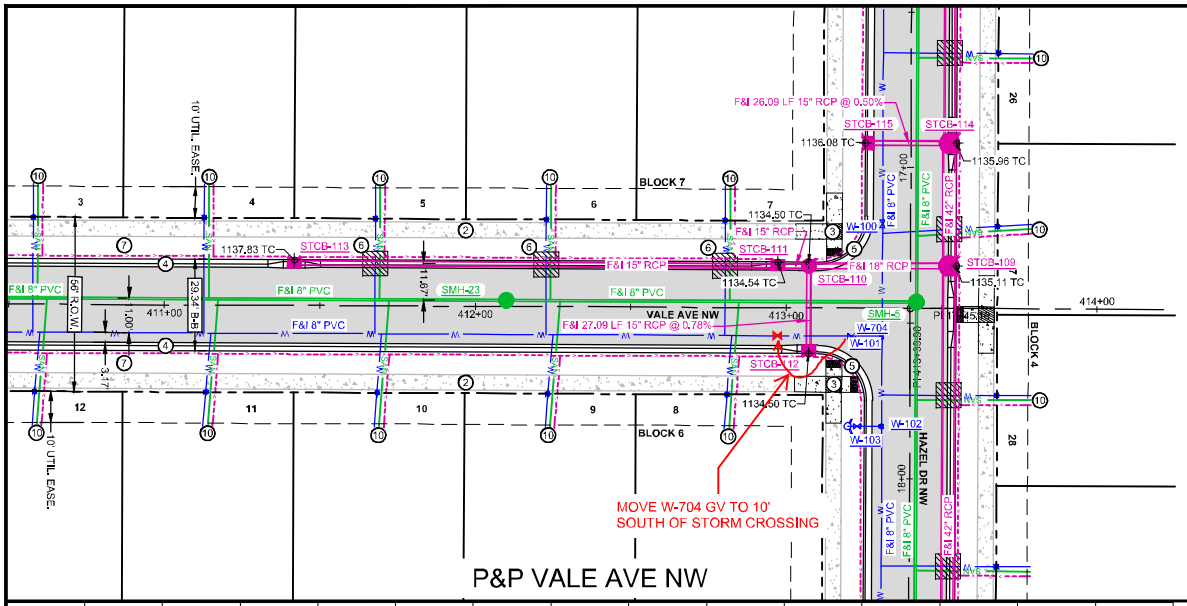
NO.	DATE	DESCRIPTION

P&P VALE AVE NW

WESTBURY FIRST SUBDIVISION - BIGELOW HOMES, LLC
ROCHESTER, MINNESOTA
2026

SCALE: AS SHOWN
WHKS PROJECT NO. 10129
DRAWN BY: KML
CHECKED BY: JPP
SHEET C410

FILE PATH: S:\Jobs\Bigelow Homes\10129 - Westbury Development\Drawings\10129-PROPOSED PH1 PROFILE STREET 4.dwg PLOT DATE: 12/31/2025 1:47 PM

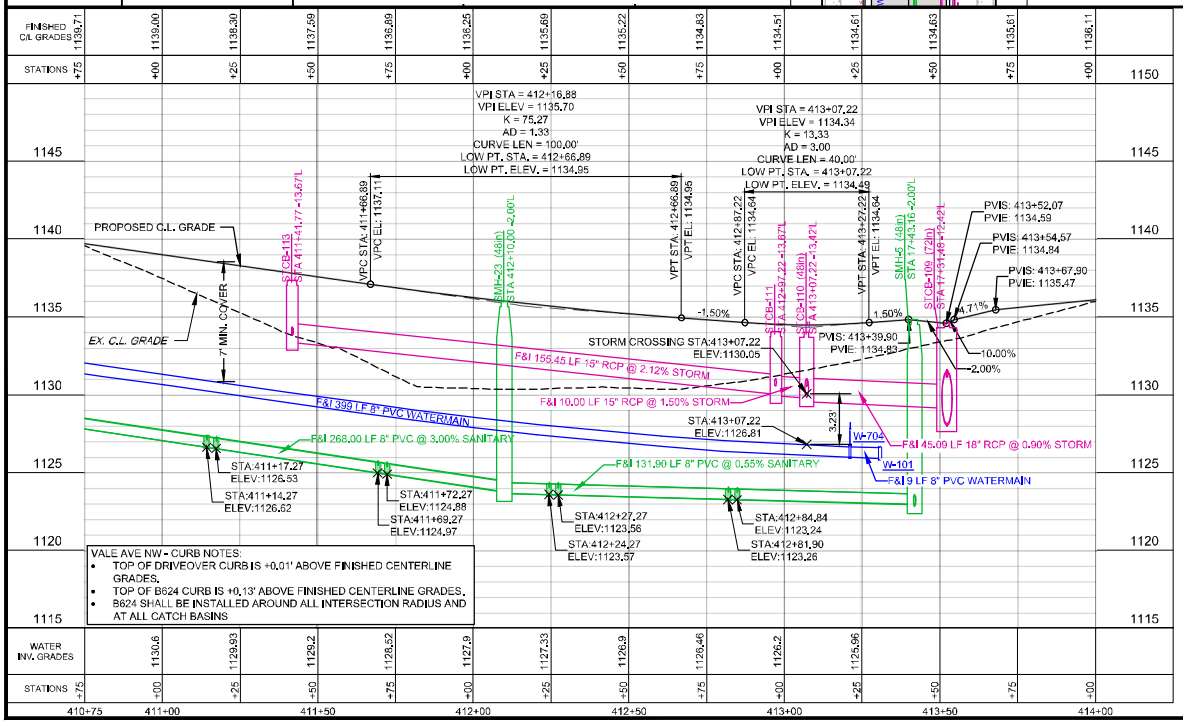


NOTES:

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2. 5' WIDE CONCRETE SIDEWALK BY HOMEOWNERS
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4. CONSTRUCT DRIVE-OVER CONCRETE CURB & GUTTER
5. CONSTRUCT B624 CONCRETE CURB & GUTTER
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8. F&I 6" PVC SUBDRAIN CLEANOUT
9. UTILITY CROSSING, F&I 4" PVC SCH. 40 PIPES PER SDP 4-03D
10. F&I 8"X4" WYE & 4" SDR PVC SANITARY SEWER SERVICE (TYP.)
    F&I 6"X4" WYE & 4" SUBDRAIN SERVICE (TYP.)
    F&I 1" TYPE K COPPER WATER SERVICE, 1" CORPORATION STOP & 1" CURB STOP & BOX (TYP.)
    CONTRACTOR TO F&I CURB BOX COVER PER CITY SDP 1-10 FOR CURB STOPS THAT ARE LOCATED WITHIN A PAVED AREA

GENERAL NOTES:

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SMH-23 (48in)
STA 412+10.00 -2.00'L
CONSTRUCT STRUCTURE TYPE 3
F&I CASTING R-1733-B
RING EL. = 1135.98
INL. EL. 1123.75 (S) 8" PVC
INV. EL. 1123.65 (N) 8" PVC

STCB-110
STA 413+07.22 -13.42'L
CONSTRUCT STRUCTURE TYPE 4 (48in)
F&I R-3067-VB GRATE
GRATE EL. = 1134.00
INL. EL. 1129.79 (E) 15" RCP
INL. EL. 1129.79 (S) 15" RCP
INV. EL. 1129.54 (N) 18" RCP
INV. EL. 1130.50 (NW) 6" PVC

STCB-111
STA 412+97.22 -13.67'L
CONSTRUCT STRUCTURE TYPE 1
F&I R-3067-VB GRATE
GRATE EL. = 1134.04
INL. EL. 1130.04 (S) 15" RCP
INV. EL. 1129.84 (N) 15" RCP
INV. EL. 1130.54 (SW) 6" PVC

STCB-112
STA 413+07.22 13.67'R
CONSTRUCT STRUCTURE TYPE 1
F&I R-3067-L GRATE
GRATE EL. = 1134.00
INV. EL. 1130.00 (W) 15" RCP
INV. EL. 1130.50 (NE) 6" PVC
INV. EL. 1130.50 (SE) 6" PVC

STCB-113
STA 411+41.77 -13.67'L
CONSTRUCT STRUCTURE TYPE 1
F&I R-3067-L GRATE
GRATE EL. = 1137.33
INV. EL. 1133.33 (N) 15" RCP
INV. EL. 1133.83 (NW) 6" PVC
INV. EL. 1133.83 (SW) 6" PVC

W-704
STA 413+21.13 - 9.00' R
F&I 8" GATE VALVE
INV. EL. 1126.00

HORIZ. 20 0 20 40
VERT. 4 0 4 8

REVISIONS

NO.	DATE	DESCRIPTION

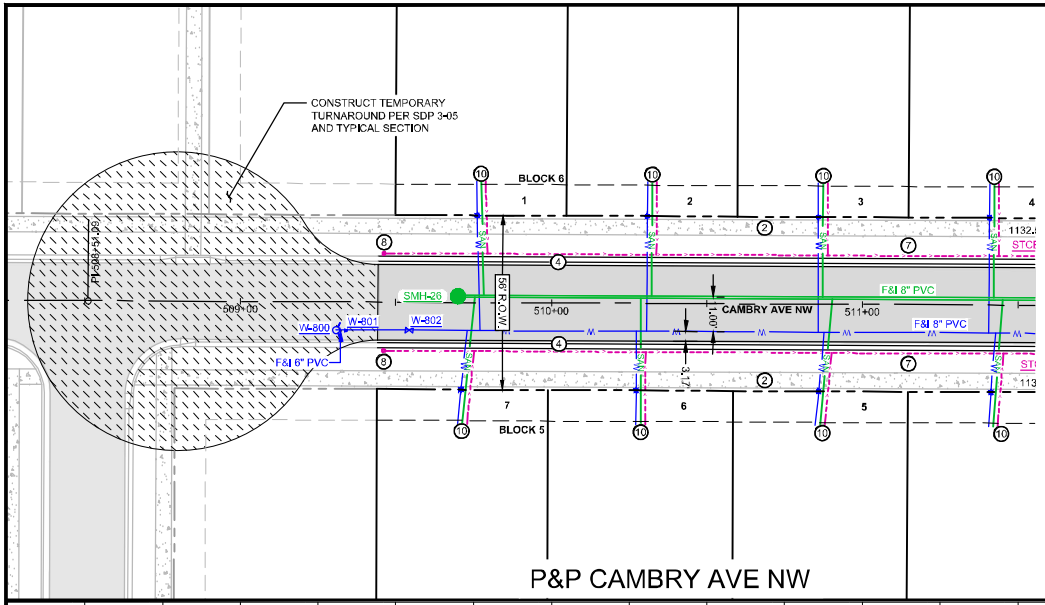
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Kyle A. Skov
Date: 12/31/25 License No. 46107

P&P VALE AVE NW
WESTBURY FIRST SUBDIVISION - BIGELOW HOMES, LLC
ROCHESTER, MINNESOTA
2026

SCALE: AS SHOWN
WHKS PROJECT NO. 10129
DRAWN BY: KML
CHECKED BY: JPP
SHEET C411

FILE PATH: S:\Jobs\Bigelow Homes\10129 - Westbury Development\Drawings\10129-PROPOSED PH1 PROFILE STREET 4.dwg PLOT DATE: 12/31/2025 1:47 PM

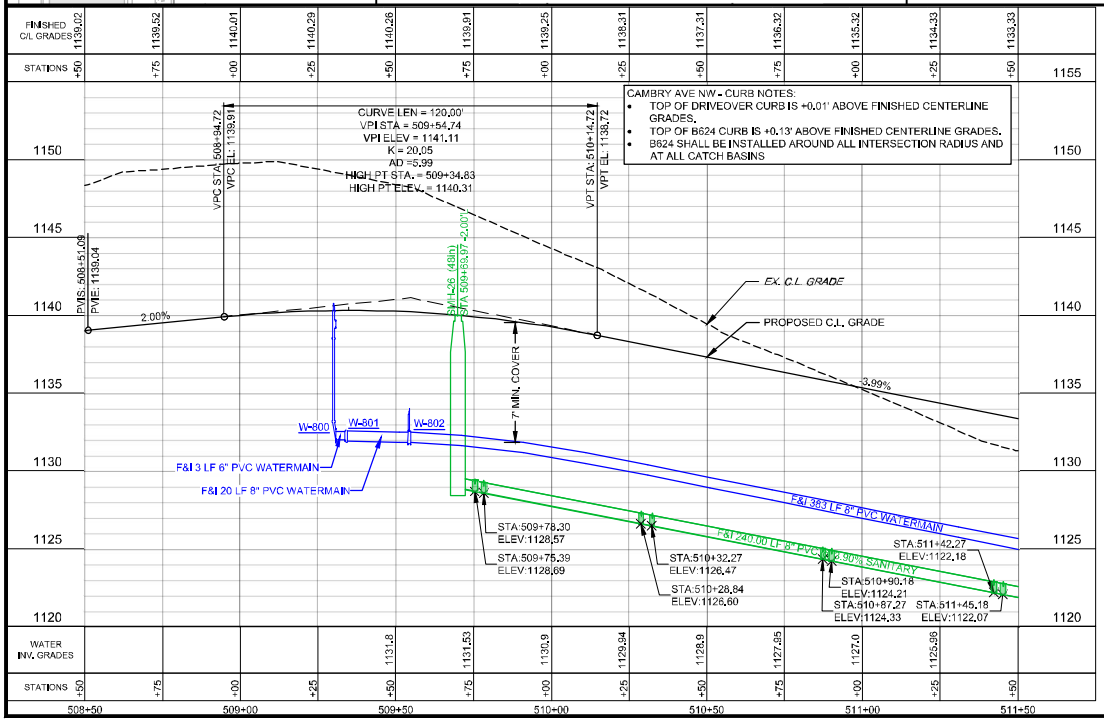


NOTES:

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10. F&I 8"X4" WYE & 4" SDR PVC SANITARY SEWER SERVICE (TYP.)
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    F&I 1" TYPE K COPPER WATER SERVICE, 1" CORPORATION STOP & 1" CURB STOP & BOX (TYP.)
    CONTRACTOR TO F&I CURB BOX COVER PER CITY SDP 1-10 FOR CURB STOPS THAT ARE LOCATED WITHIN A PAVED AREA

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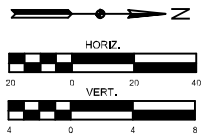
SMH-26 (48in)
STA 509+69.97 -2.00'L
CONSTRUCT STRUCTURE TYPE 3
F&I CASTING R-1733-B
RING EL. = 1139.96
INV. EL. 1128.90 (N) 8" PVC

W-800
STA. 509+30.75 - 9.00' R
F&I TEMPORARY HYDRANT
BREAK OFF EL. = 1140.51
INV. EL. 1132.01

W-801
STA. 509+33.92 - 9.00' R
F&I 8"X6" REDUCER
INV. EL. 1131.93

W-802
STA. 509+54.31 - 9.00' R
F&I 8" GATE VALVE
INV. EL. 1131.81

STC8-108
STA 511+69.77 13.67'R
CONSTRUCT STRUCTURE TYPE 1
F&I R-3067-L GRATE
GRATE EL. = 1132.05
INV. EL. 1128.05 (W) 15" RCP
INV. EL. 1128.55 (NE) 8" PVC
INV. EL. 1128.55 (SE) 8" PVC



REVISIONS

NO.	DATE	DESCRIPTION

I hereby certify that this plan, specification or report was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

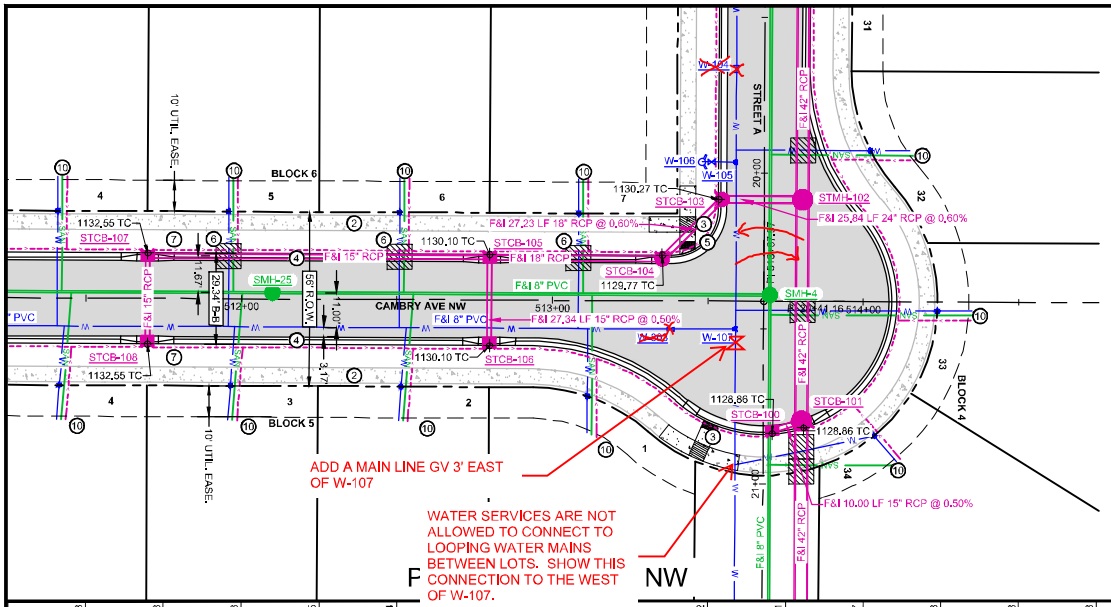
Kyle A. Skov
Date: 12/31/25 License No. 46107

P&P CAMBRY AVE NW

WESTBURY FIRST SUBDIVISION - BIGELOW HOMES, LLC
ROCHESTER, MINNESOTA
2026

SCALE: AS SHOWN
WHKS PROJECT NO. 10129
DRAWN BY: KML
CHECKED BY: JPP
SHEET C412

FILE PATH: S:\Jobs\Bigelow Homes\10129 - Westbury Development\Drawings\10129-PROPOSED PH1 PROFILE STREET 5.dwg PLOT DATE: 12/31/2025 1:47 PM

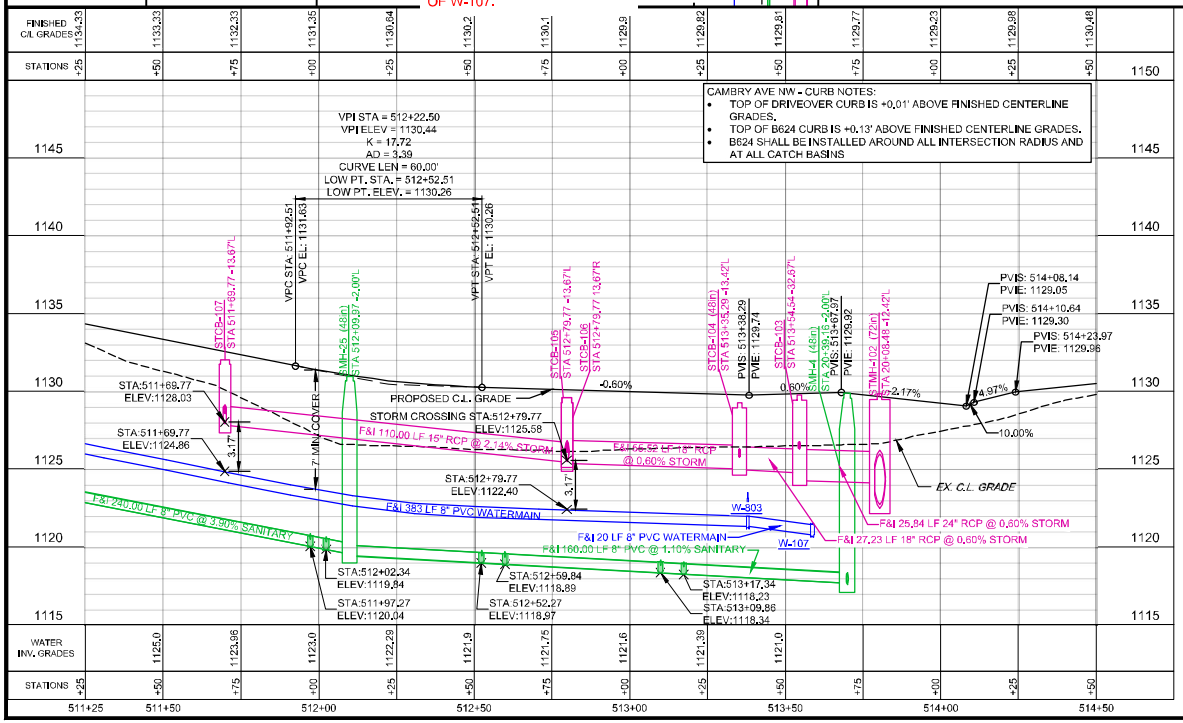


NOTES:

1. SAW CUT
2. 5' WIDE CONCRETE SIDEWALK BY HOMEOWNERS
3. FUTURE CONC. PEDESTRIAN RAMP. SEE MNDOT STANDARD PLANS
4. CONSTRUCT DRIVE-OVER CONCRETE CURB & GUTTER
5. CONSTRUCT B624 CONCRETE CURB & GUTTER
6. F&I 4" X 8' X 8' POLYSTYRENE INSULATION PER CITY SDP 6-19
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SMH-25 (48in)
STA 512+09.97 -2.00'L
CONSTRUCT STRUCTURE TYPE 3
F&I CASTING R-1733-B
RING EL. = 1130.98
INL. EL. 1119.54 (S) 8" PVC
INV. EL. 1119.44 (N) 8" PVC

STCB-104
STA 513+35.29 -13.42'L
CONSTRUCT STRUCTURE TYPE 1
F&I R-3067-VB GRATE
GRATE EL. = 1129.27
INL. EL. 1125.03 (S) 18" RCP
INV. EL. 1124.93 (NW) 18" RCP
INV. EL. 1125.77 (NW) 6" PVC
INV. EL. 1125.77 (SW) 6" PVC

STCB-105
STA 512+79.77 -13.67'L
CONSTRUCT STRUCTURE TYPE 1
F&I R-3067-L GRATE
GRATE EL. = 1129.60
INL. EL. 1125.46 (E) 15" RCP
INL. EL. 1125.42 (S) 15" RCP
INV. EL. 1125.36 (N) 18" RCP
INV. EL. 1126.10 (NW) 6" PVC
INV. EL. 1126.10 (SW) 6" PVC

STCB-106
STA 512+79.77 13.67'R
CONSTRUCT STRUCTURE TYPE 1
F&I R-3067-L GRATE
GRATE EL. = 1129.60
INV. EL. 1125.60 (W) 15" RCP
INV. EL. 1126.10 (NE) 6" PVC
INV. EL. 1126.10 (SE) 6" PVC

STCB-107
STA 511+69.77 -13.67'L
CONSTRUCT STRUCTURE TYPE 1
F&I R-3067-L GRATE
GRATE EL. = 1132.05
INL. EL. 1127.91 (E) 15" RCP
INV. EL. 1127.81 (N) 15" RCP
INV. EL. 1128.55 (NW) 6" PVC
INV. EL. 1128.55 (SW) 6" PVC

STCB-103
STA 513+54.54 -32.67'L
CONSTRUCT STRUCTURE TYPE 4 (48in)
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GRATE EL. = 1129.77
INL. EL. 1124.77 (SE) 18" RCP
INV. EL. 1124.27 (N) 24" RCP
INV. EL. 1126.27 (SW) 6" PVC
INV. EL. 1126.27 (SE) 6" PVC

W-802
STA 513+37.99 - 9.00' R
F&I 8" GATE VALVE
INV. EL. 1121.30

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Date 12/31/25 License No. 46107

REVISIONS

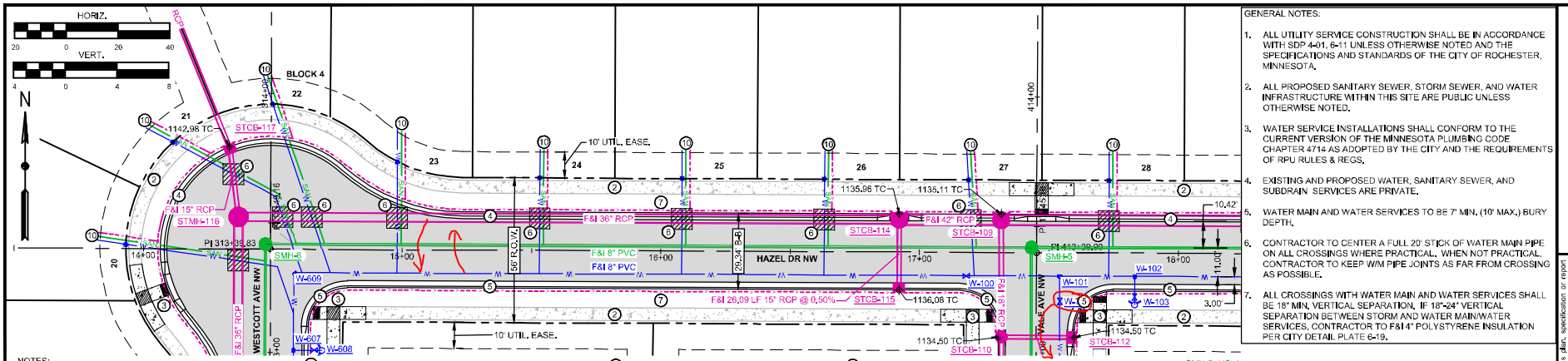
NO.	DATE	DESCRIPTION

P&P CAMBRY AVE NW

WESTBURY FIRST SUBDIVISION - BIGELOW HOMES, LLC
ROCHESTER, MINNESOTA
2026

SCALE: AS SHOWN
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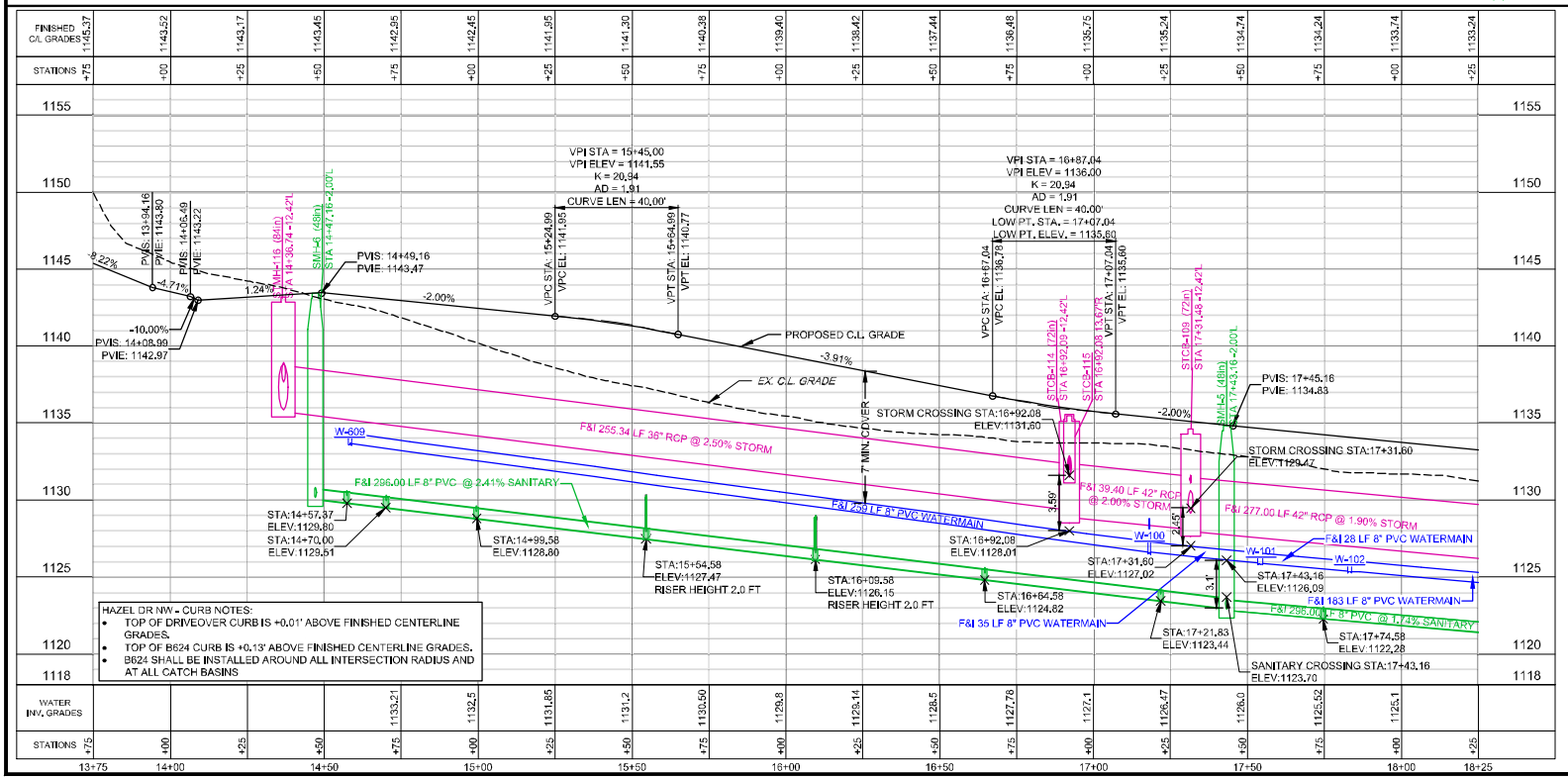
GENERAL NOTES:

1. ALL UTILITY SERVICE CONSTRUCTION SHALL BE IN ACCORDANCE WITH SDP 4-01, 6-11 UNLESS OTHERWISE NOTED AND THE SPECIFICATIONS AND STANDARDS OF THE CITY OF ROCHESTER, MINNESOTA.
2. ALL PROPOSED SANITARY SEWER, STORM SEWER, AND WATER INFRASTRUCTURE WITHIN THIS SITE ARE PUBLIC UNLESS OTHERWISE NOTED.
3. WATER SERVICE INSTALLATIONS SHALL CONFORM TO THE CURRENT VERSION OF THE MINNESOTA PLUMBING CODE CHAPTER 4714 AS ADOPTED BY THE CITY AND THE REQUIREMENTS OF RPU RULES & REGS.
4. EXISTING AND PROPOSED WATER, SANITARY SEWER, AND SUBDRAIN SERVICES ARE PRIVATE.
5. WATER MAIN AND WATER SERVICES TO BE 7' MIN. (10' MAX.) BURY DEPTH.
6. CONTRACTOR TO CENTER A FULL 20' STICK OF WATER MAIN PIPE ON ALL CROSSINGS WHERE PRACTICAL. WHEN NOT PRACTICAL, CONTRACTOR TO KEEP W/M PIPE JOINTS AS FAR FROM CROSSING AS POSSIBLE.
7. ALL CROSSINGS WITH WATER MAIN AND WATER SERVICES SHALL BE 18" MIN. VERTICAL SEPARATION. IF 18"-24" VERTICAL SEPARATION BETWEEN STORM AND WATER MAIN/WATER SERVICES, CONTRACTOR TO F&I 4" POLYSTYRENE INSULATION PER CITY DETAIL PLATE 6-19.

NOTES:

1. SAW CUT
2. 5' WIDE CONCRETE SIDEWALK BY HOMEOWNERS
3. FUTURE CONC. PEDESTRIAN RAMP. SEE MNDOT STANDARD PLANS
4. CONSTRUCT DRIVE-OVER CONCRETE CURB & GUTTER
5. CONSTRUCT B624 CONCRETE CURB & GUTTER
6. F&I 4" X 8' X 8' POLYSTYRENE INSULATION PER CITY SDP 6-19
7. F&I 6" PERFORATED PVC SUBSURFACE EDGE DRAIN PER CITY SDP 1-06.
8. F&I 6" PVC SUBDRAIN CLEANOUT
9. UTILITY CROSSING, F&I 4" PVC SCH. 40 PIPES PER SDP 4-03D
10. F&I 8"X4" WYE & 4" SDR PVC SANITARY SEWER SERVICE (TYP.)
    F&I 6"X4" WYE & 4" SUBDRAIN SERVICE (TYP.)
    F&I 1" TYPE K COPPER WATER SERVICE, 1" CORPORATION STOP & 1" CURB STOP & BOX (TYP.)
    CONTRACTOR TO F&I CURB BOX COVER PER CITY SDP 1-10 FOR CURB STOPS THAT ARE LOCATED WITHIN A PAVED AREA

P&P HAZEL DR NW



STCB-109
STA 17+31.48 -12.42'L
CONSTRUCT STRUCTURE TYPE 4 (72in)
F&I R-3501-TB GRATE
GRATE EL. = 1134.81
INL. EL. 1128.07 (W) 42" RCP
INL. EL. 1129.13 (S) 18" RCP
INV. EL. 1127.97 (E) 42" RCP
INV. EL. 1131.11 (NE) 6" PVC
INV. EL. 1131.11 (NW) 6" PVC

STCB-114
STA 16+92.09 -12.42'L
CONSTRUCT STRUCTURE TYPE 4 (72in)
F&I R-3067-L GRATE
GRATE EL. = 1135.46
INL. EL. 1129.36 (W) 36" RCP
INL. EL. 1131.49 (S) 15" RCP
INV. EL. 1128.86 (E) 42" RCP
INV. EL. 1131.96 (NE) 6" PVC
INV. EL. 1131.96 (NW) 6" PVC

STCB-115
STA 16+92.08 13.67'R
CONSTRUCT STRUCTURE TYPE 1
F&I R-3067-L GRATE
GRATE EL. = 1135.56
INV. EL. 1131.62 (N) 15" RCP
INV. EL. 1132.08 (SW) 6" PVC
INV. EL. 1132.08 (SE) 6" PVC

STMH-116
STA 14+36.74 -12.42'L
CONSTRUCT STRUCTURE TYPE 4 (84in)
F&I R-1733-B CASTING
RING EL. = 1143.21
INL. EL. 1135.84 (S) 36" RCP
INL. EL. 1137.67 (N) 15" RCP
INV. EL. 1135.74 (E) 36" RCP

W-100
STA. 17+18.05 -9.00' R
F&I 8" GATE VALVE
INV. EL. 1126.62

W-101
STA. 17+54.16 -9.00' R
F&I 8"X8" TEE
INV. EL. 1126.90

W-102
STA. 17+83.15 -9.00' R
F&I 8"X6" TEE
INV. EL. 1126.38

W-103
STA. 17+83.15 -20.00' R
F&I 6" HYDRANT
BREAK OFF EL. = 1134.62
INV. EL. 1126.42
F&I 6" GATE VALVE & BOX
3' FROM HYDRANT

SMH-5 (48in)
STA 17+43.16 -2.00'L
CONSTRUCT STRUCTURE TYPE 3
F&I CASTING R-1733-B
RING EL. = 1134.83
INL. EL. 1122.93 (W) 8" PVC
INL. EL. 1122.93 (S) 8" PVC
INV. EL. 1122.83 (E) 8" PVC

SMH-6 (48in)
STA 14+47.16 -2.00'L
CONSTRUCT STRUCTURE TYPE 3
F&I CASTING R-1733-B
RING EL. = 1143.42
INL. EL. 1130.16 (S) 8" PVC
INV. EL. 1130.06 (E) 8" PVC

I hereby certify that this plan, specification or report was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

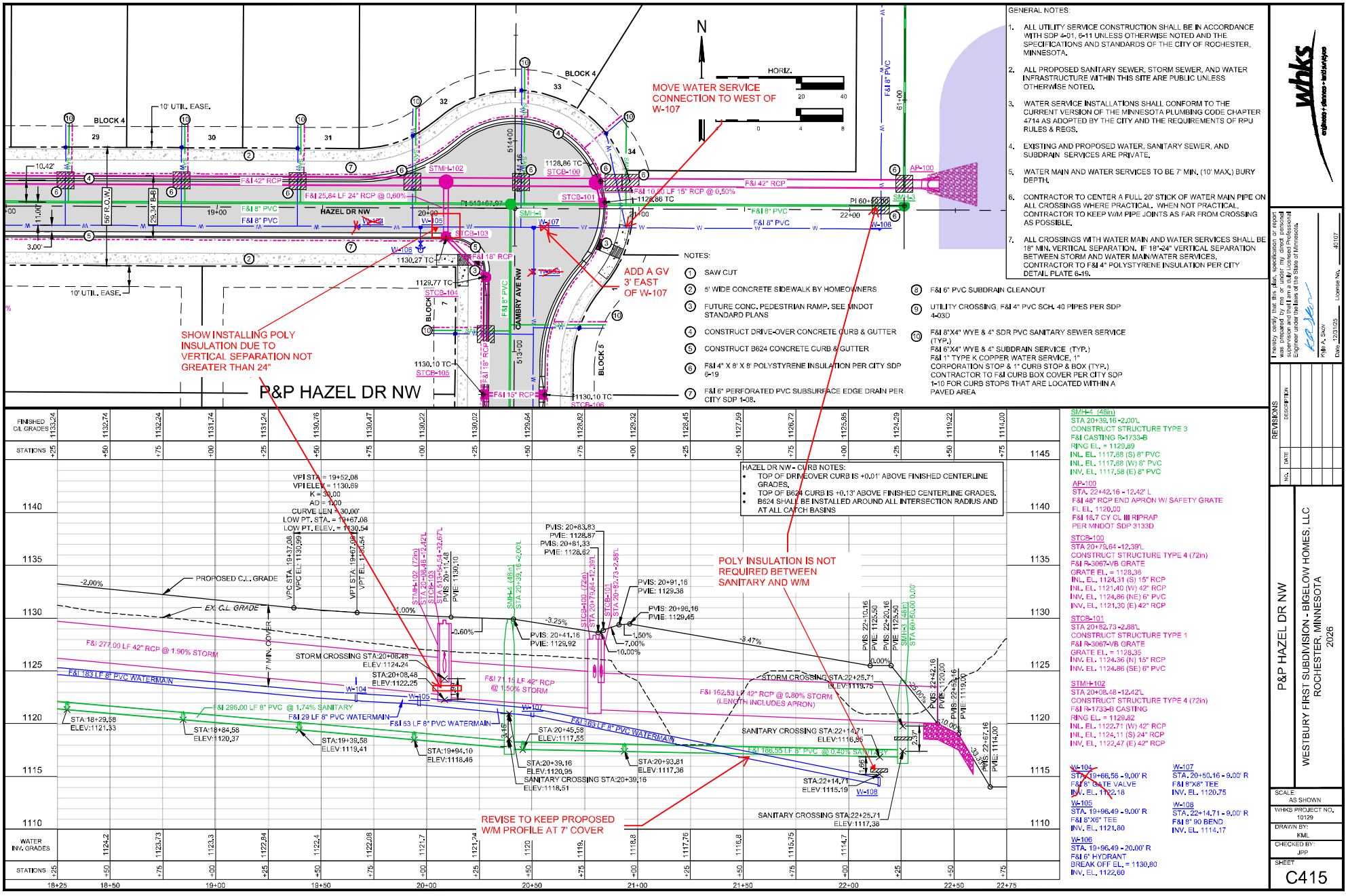
Kyle A. Skov
Date: 12/31/25 License No. 46107

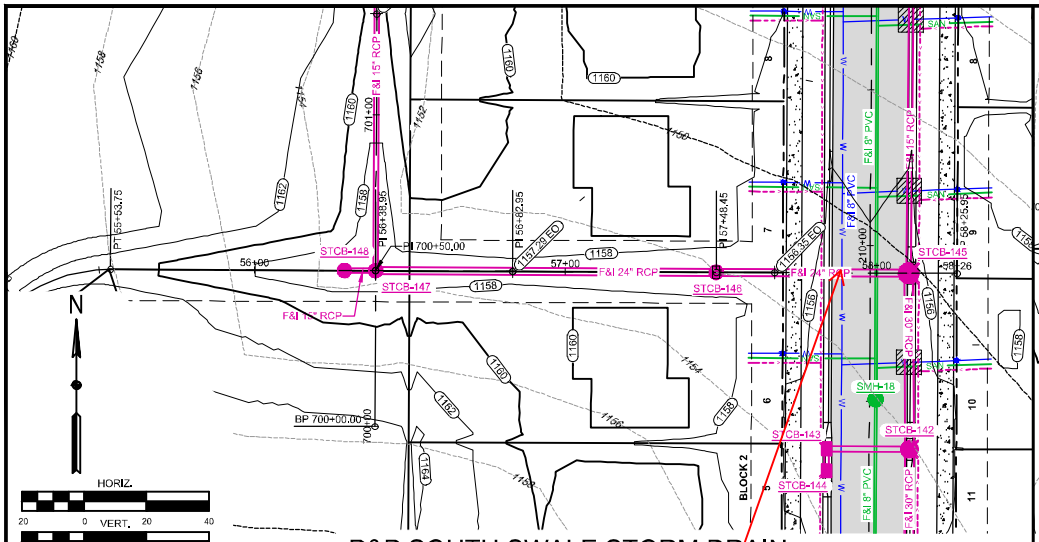
REVISIONS
NO. | DATE | DESCRIPTION

P&P HAZEL DR NW
WESTBURY FIRST SUBDIVISION - BIGELOW HOMES, LLC
ROCHESTER, MINNESOTA
2026

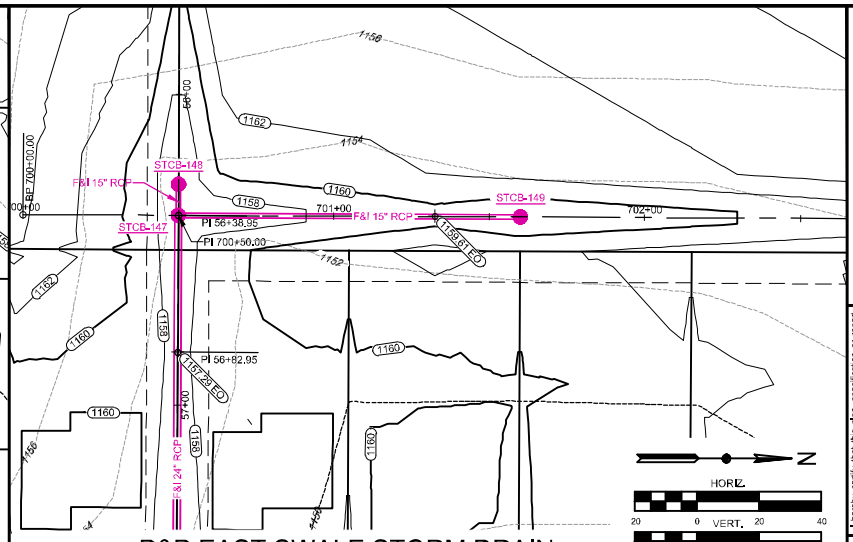
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P&P HAZEL DR NW
MOVE WATER SERVICE CONNECTION TO WEST OF W-107
ADD A GV 3' EAST OF W-107
SHOW INSTALLING POLY INSULATION DUE TO VERTICAL SEPARATION NOT GREATER THAN 24"
POLY INSULATION IS NOT REQUIRED BETWEEN SANITARY AND W/M
REVISE TO KEEP PROPOSED W/M PROFILE AT 7' COVER
GENERAL NOTES:
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NOTES:
1 SAW CUT
2 5' WIDE CONCRETE SIDEWALK BY HOMEOWNERS
3 FUTURE CONC. PEDESTRIAN RAMP. SEE MNDOT STANDARD PLANS
4 CONSTRUCT DRIVE-OVER CONCRETE CURB & GUTTER
5 CONSTRUCT B624 CONCRETE CURB & GUTTER
6 F&I 4" X 8' X 8' POLYSTYRENE INSULATION PER CITY SDP 6-19
7 F&I 6" PERFORATED PVC SUBSURFACE EDGE DRAIN PER CITY SDP 1-08.
8 F&I 6" PVC SUBDRAIN CLEANOUT
9 UTILITY CROSSING. F&I 4" PVC SCH. 40 PIPES PER SDP 4-03D
10 F&I 8"X4" WYE & 4" SDR PVC SANITARY SEWER SERVICE (TYP.) F&I 6"X4" WYE & 4" SUBDRAIN SERVICE (TYP.) F&I 1" TYPE K COPPER WATER SERVICE, 1" CORPORATION STOP & 1" CURB STOP & BOX (TYP.) CONTRACTOR TO F&I CURB BOX COVER PER CITY SDP 1-10 FOR CURB STOPS THAT ARE LOCATED WITHIN A PAVED AREA
HAZEL DR NW - CURB NOTES:
• TOP OF DRIVEOVER CURB IS +0.01' ABOVE FINISHED CENTERLINE GRADES.
• TOP OF B624 CURB IS +0.13' ABOVE FINISHED CENTERLINE GRADES.
• B624 SHALL BE INSTALLED AROUND ALL INTERSECTION RADIUS AND AT ALL CATCH BASINS
SMH-4 (48in)
STA 20+39.16 -2.00'L
CONSTRUCT STRUCTURE TYPE 3
F&I CASTING R-1733-B
RING EL. = 1129.89
INL. EL. 1117.68 (S) 8" PVC
INL. EL. 1117.68 (W) 8" PVC
INV. EL. 1117.58 (E) 8" PVC
AP-100
STA 22+42.16 - 12.42' L
F&I 48" RCP END APRON W/ SAFETY GRATE
EL EL. 1120.00
F&I 18.7 CY CL III RIPRAP
PER MNDOT SDP 3133D
STCB-100
STA 20+79.64 -12.39'L
CONSTRUCT STRUCTURE TYPE 4 (72in)
F&I R-3067-VB GRATE
GRATE EL. = 1128.36
INL. EL. 1124.31 (S) 15" RCP
INL. EL. 1121.40 (W) 42" RCP
INV. EL. 1124.86 (NE) 6" PVC
INV. EL. 1121.30 (E) 42" RCP
STCB-101
STA 20+82.73 -2.88'L
CONSTRUCT STRUCTURE TYPE 1
F&I R-3067-VB GRATE
GRATE EL. = 1128.35
INV. EL. 1124.86 (N) 15" RCP
INV. EL. 1124.86 (SE) 6" PVC
STMH-102
STA 20+08.48 -12.42'L
CONSTRUCT STRUCTURE TYPE 4 (72in)
F&I R-1733-B CASTING
RING EL. = 1129.82
INL. EL. 1122.71 (W) 42" RCP
INL. EL. 1124.11 (S) 24" RCP
INV. EL. 1122.47 (E) 42" RCP
W-104
STA 19+66.56 - 9.00' R
F&I 8" GATE VALVE
INV. EL. 1122.18
W-105
STA. 19+96.49 - 9.00' R
F&I 8"X8" TEE
INV. EL. 1121.80
W-106
STA. 19+96.49 - 20.00' R
F&I 6" HYDRANT
BREAK OFF EL. = 1130.80
INV. EL. 1122.60
W-107
STA. 20+50.16 - 9.00' R
F&I 8"X8" TEE
INV. EL. 1120.75
W-108
STA. 22+14.71 - 9.00' R
F&I 8" 90 BEND
INV. EL. 1114.17
REVISIONS
NO. DATE DESCRIPTION
P&P HAZEL DR NW
WESTBURY FIRST SUBDIVISION - BIGELOW HOMES, LLC
ROCHESTER, MINNESOTA
2026
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I hereby certify that this plan, specification or report was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota
Kyle A. Skov
Date: 12/31/25 License No. 46107
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P&P SOUTH SWALE STORM DRAIN

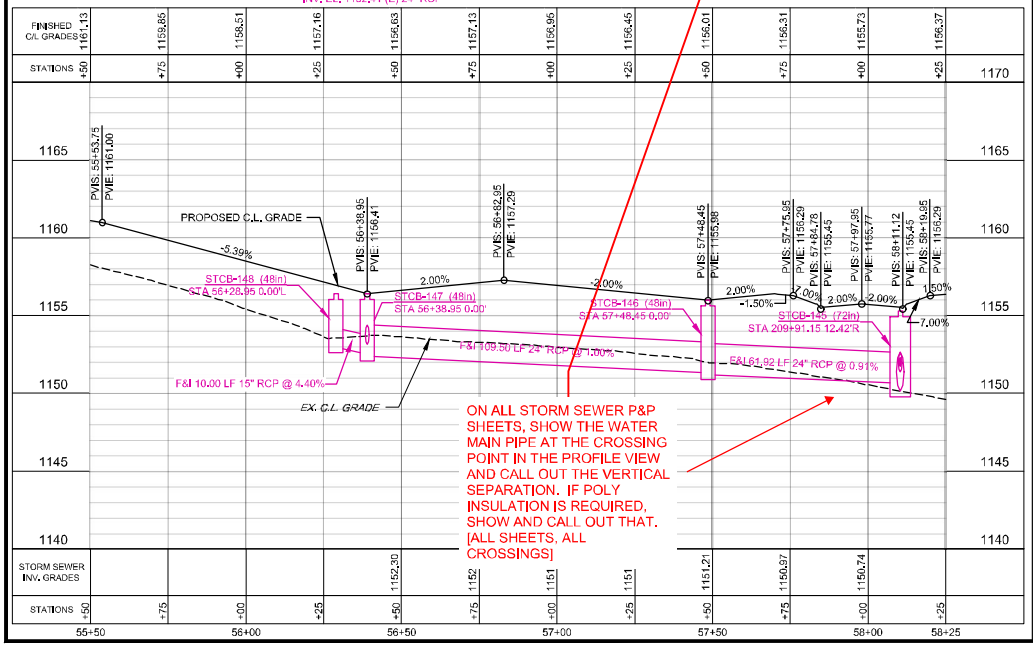


P&P EAST SWALE STORM DRAIN

STCB-148
STA 56+28.95 0.00'L
CONSTRUCT STRUCTURE TYPE 4 (48in)
F&I R-4341A STOOL GRATE
GRATE EL. = 1158.41
INV. EL. 1152.95 (E) 15" RCP

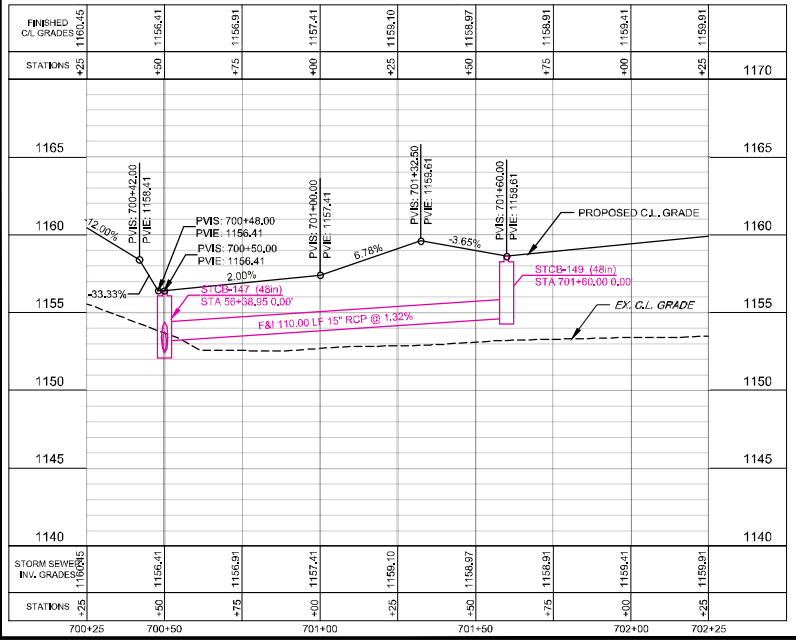
STCB-147
STA 56+38.95 0.00'
CONSTRUCT STRUCTURE TYPE 4 (48in)
F&I R-4341A STOOL GRATE
GRATE EL. = 1156.41
INL. EL. 1152.51 (W) 15" RCP
INL. EL. 1153.16 (N) 15" RCP
INV. EL. 1152.41 (E) 24" RCP

STCB-146
STA 57+48.45 0.00'
CONSTRUCT STRUCTURE TYPE 4 (48in)
F&I R-4341A STOOL GRATE
GRATE EL. = 1155.98
INL. EL. 1151.31 (W) 24" RCP
INV. EL. 1151.21 (E) 24" RCP



ON ALL STORM SEWER P&P SHEETS, SHOW THE WATER MAIN PIPE AT THE CROSSING POINT IN THE PROFILE VIEW AND CALL OUT THE VERTICAL SEPARATION. IF POLY INSULATION IS REQUIRED, SHOW AND CALL OUT THAT. [ALL SHEETS, ALL CROSSINGS]

STCB-149
STA 701+60.00 0.00'
CONSTRUCT STRUCTURE TYPE 4 (48in)
F&I R-4341A STOOL GRATE
GRATE EL. = 1158.61
INV. EL. 1154.61 (S) 15" RCP



REVISIONS

NO.	DATE	DESCRIPTION

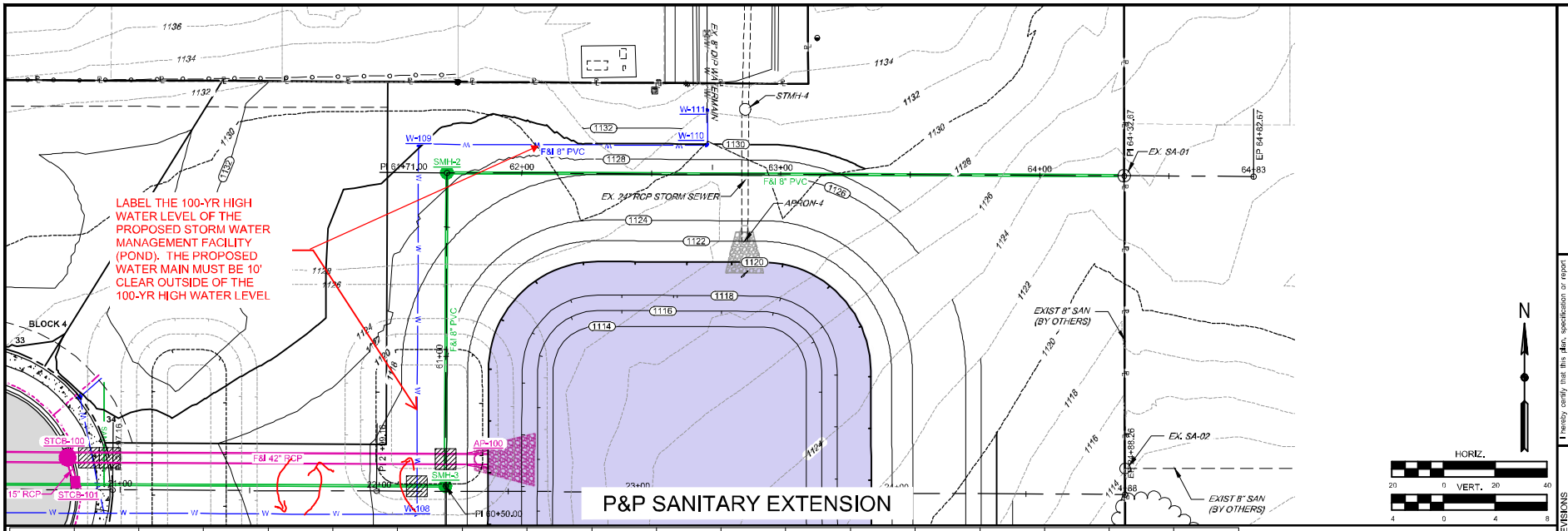
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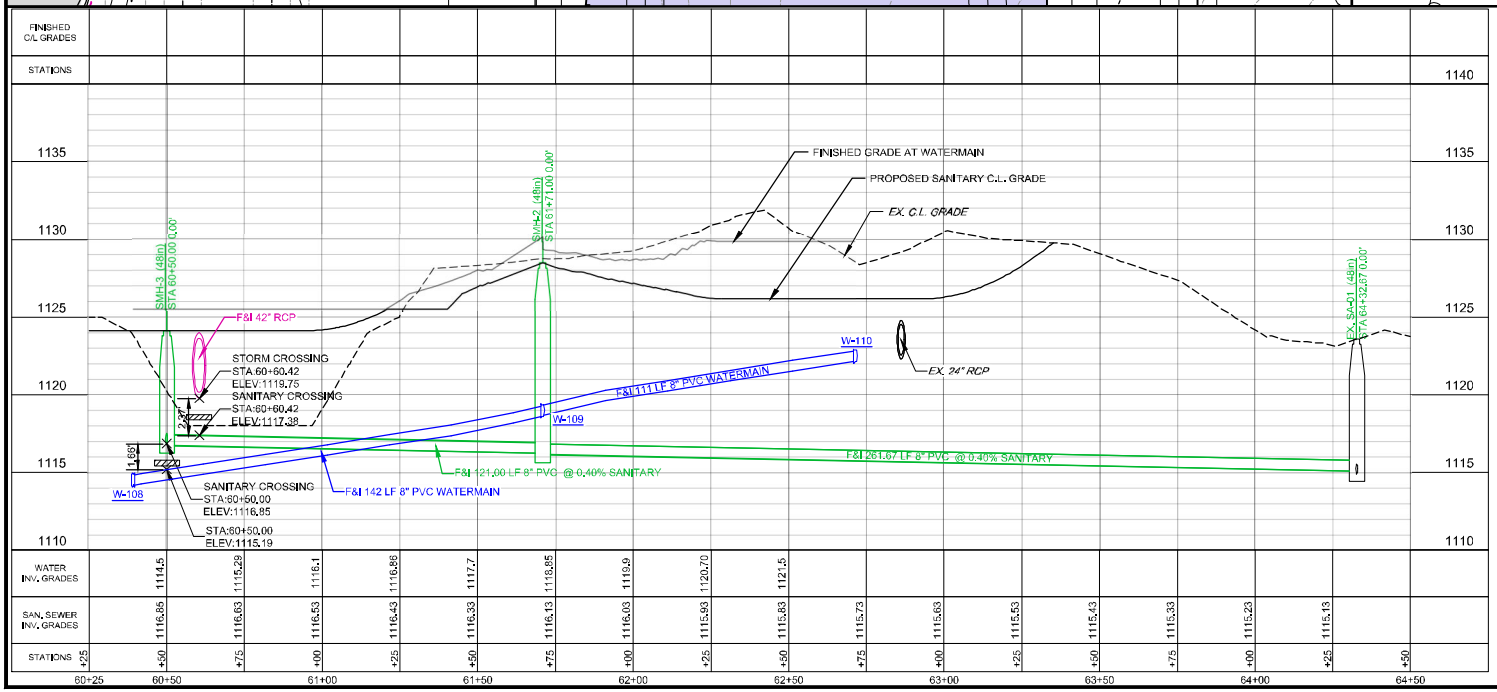
Kyle A. Skov
Date: 12/31/25 License No. 46107

P&P PARK SWALE DRAINAGE
WESTBURY FIRST SUBDIVISION - BIGELOW HOMES, LLC
ROCHESTER, MINNESOTA
2026

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SMH-3 (48in)
STA 60+50.00 0.00'
CONSTRUCT STRUCTURE TYPE 3
F&I CASTING R-1733-B
RING EL. = 1124.11
INL. EL. 1116.83 (W) 8" PVC
INV. EL. 1116.73 (N) 8" PVC

SMH-2 (48in)
STA 61+71.00 0.00'
CONSTRUCT STRUCTURE TYPE 3
F&I CASTING R-1733-B
RING EL. = 1128.47
INL. EL. 1116.25 (S) 8" PVC
INV. EL. 1116.15 (E) 8" PVC

EX. SA-01 (48in)
STA 64+32.67 0.00'
CONNECT TO EXISTING MANHOLE
EXIST RING EL. = 1126.00
ADJUST MANHOLE CASTING
F&I CASTING R-1733-B
PROP RING EL. = 1123.57
INL. EL. 1115.10 (W) 8" PVC
INV. EL. 1114.90 (S) 8" PVC (EXISTING)

W-109
STA. 61+71.00 - 15.55' L
F&I 8" 90 BEND
INV. EL. 1118.66

W-110
STA. 62+71.68 - 11.00' L
F&I 8" 90 BEND
INV. EL. 1122.14

W-111
STA. 62+71.58 - 24.61' L
F&I 8" SLEEVE
CONNECT TO EXIST WATERMAIN

I hereby certify that this plan, specification or report was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Kyle A. Skov
Date: 12/31/25
License No. 46107

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P&P SEWER EXTENSION
WESTBURY FIRST SUBDIVISION - BIGELOW HOMES, LLC
ROCHESTER, MINNESOTA
2026

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SERVICE CONNECTIONS

BLOCK	LOT	LOW FLOOR ELEVATION	SERVICE LOCATION				ELEVATION AT END OF SANITARY LATERAL	RISER HEIGHT AT MAIN	SERVICE PIPE SLOPE	SEWER SERVICE LENGTH FROM MAIN TO EASEMENT	SANITARY SERVICE SIZE	4" WYE	8"X4" WYE (DIP)	WATER SERVICE	FINISH GROUND ELEVATION AT CURB BOX
			STATION AT WYE	SIDE	STATION AT END SAN.	WYE INVERT ELEV									
1	1	1179.10	21+36.17	LEFT	21+30.02	1166.9	1176.2	8.0	2.0%	40.1	4"	1	0	1"	1187.3
1	2	1179.10	21+87.50	LEFT	21+87.50	1166.7	1176.0	8.0	2.0%	39.6	4"	1	0	1"	1187.2
1	3	1178.00	22+42.50	LEFT	22+42.50	1166.5	1174.8	7.0	2.0%	39.6	4"	1	0	1"	1186.0
1	4	1175.80	22+97.50	LEFT	22+97.50	1166.3	1172.6	5.0	2.0%	39.7	4"	1	0	1"	1183.8
1	5	1172.90	23+63.69	LEFT	23+63.89	1166.0	1167.3	0.0	2.0%	40.1	4"	1	0	1"	1179.9
1	6	1168.80	24+61.07	LEFT	24+56.27	1162.4	1163.7	0.0	2.0%	40.8	4"	1	0	1"	1174.1
2	1	1165.10	25+76.39	LEFT	25+75.72	1158.5	1159.8	0.0	2.0%	39.6	4"	1	0	1"	1172.6
2	2	1162.20	26+31.44	LEFT	26+31.44	1156.8	1158.1	0.0	2.0%	39.6	4"	1	0	1"	1169.8
2	3	1159.60	26+75.60	LEFT	26+80.22	1155.2	1156.5	0.0	2.0%	39.5	4"	1	0	1"	1166.9
2	4	1156.30	27+32.40	LEFT	27+27.64	1152.1	1153.4	0.0	2.0%	39.4	4"	1	0	1"	1164.0
2	5	1151.50	209+03.37	LEFT	209+03.37	1143.9	1148.2	3.0	2.0%	39.6	4"	1	0	1"	1156.1
2	6	1150.50	209+63.65	LEFT	209+63.65	1144.4	1145.7	0.0	2.0%	39.6	4"	1	0	1"	1156.1
2	7	1150.50	210+18.65	LEFT	210+18.65	1145.2	1146.5	0.0	2.0%	39.6	4"	1	0	1"	1156.8
2	8	1150.70	210+73.65	LEFT	210+73.65	1146.0	1147.3	0.0	2.0%	39.6	4"	1	0	1"	1157.6
2	9	1152.00	211+28.65	LEFT	211+28.65	1146.9	1148.1	0.0	2.0%	39.6	4"	1	0	1"	1158.4
2	10	1154.00	211+78.17	LEFT	211+83.65	1147.6	1148.9	0.0	2.0%	40.0	4"	1	0	1"	1160.0
2	11	1156.80	212+38.65	LEFT	212+38.65	1150.7	1152.0	0.0	2.0%	39.6	4"	1	0	1"	1162.5
2	12	1159.10	212+93.65	LEFT	212+93.65	1153.6	1154.9	0.0	2.0%	39.7	4"	1	0	1"	1165.7
3	1	1162.50	213+69.89	LEFT	213+74.34	1157.7	1159.0	0.0	2.0%	42.3	4"	1	0	1"	1170.2
3	2	1164.50	214+38.69	LEFT	214+38.00	1160.4	1161.7	0.0	2.0%	38.9	4"	1	0	1"	1172.8
3	3*	1168.30	215+11.30	LEFT	215+10.69	1163.9	1166.3	0.0	2.0%	23.0	4"	1	0	1"	1174.0
3	4*	1169.00	215+58.89	LEFT	215+59.14	1163.4	1167.0	0.0	2.0%	23.0	4"	1	0	1"	1174.7
4	1	1167.50	214+69.18	RIGHT	214+69.21	1161.5	1162.7	0.0	2.0%	36.0	4"	1	0	1"	1173.7
4	2	1164.60	214+11.26	RIGHT	214+13.6	1159.4	1160.6	0.0	2.0%	35.3	4"	1	0	1"	1171.9
4	3	1162.90	213+53.22	RIGHT	213+51.16	1156.8	1158.0	0.0	2.0%	34.7	4"	1	0	1"	1169.1
4	4	1159.50	212+90.65	RIGHT	212+92.07	1153.5	1154.7	0.0	2.0%	35.7	4"	1	0	1"	1165.6
4	5	1155.60	212+35.65	RIGHT	212+37.09	1150.5	1151.8	0.0	2.0%	35.7	4"	1	0	1"	1162.4
4	6	1154.00	211+75.26	RIGHT	211+82.09	1147.6	1148.8	0.0	2.0%	36.3	4"	1	0	1"	1159.9
4	7	1152.10	211+25.65	RIGHT	211+27.09	1146.8	1148.0	0.0	2.0%	35.7	4"	1	0	1"	1158.4
4	8	1152.00	210+70.65	RIGHT	210+72.09	1146.0	1147.2	0.0	2.0%	35.7	4"	1	0	1"	1157.6
4	9	1154.80	210+15.65	RIGHT	210+17.09	1145.2	1151.4	5.0	2.0%	35.7	4"	1	0	1"	1156.8
4	10	1148.20	209+60.65	RIGHT	209+62.09	1144.3	1145.5	0.0	2.0%	35.7	4"	1	0	1"	1156.1
4	11	1147.60	209+00.37	RIGHT	209+02.59	1143.9	1145.1	0.0	2.0%	35.7	4"	1	0	1"	1156.1
4	12	1142.80	309+02.59	LEFT	309+02.59	1136.5	1137.7	0.0	2.0%	35.6	4"	1	0	1"	1149.7
4	13	1141.70	309+62.09	LEFT	309+62.09	1135.4	1136.6	0.0	2.0%	35.6	4"	1	0	1"	1148.4
4	14	1140.50	310+17.09	LEFT	310+17.09	1134.4	1135.6	0.0	2.0%	35.6	4"	1	0	1"	1147.3
4	15	1139.40	310+72.09	LEFT	310+72.09	1133.4	1134.6	0.0	2.0%	35.6	4"	1	0	1"	1146.2
4	16	1138.30	311+27.09	LEFT	311+27.09	1132.4	1133.7	0.0	2.0%	35.7	4"	1	0	1"	1145.1
4	17	1137.40	311+82.09	LEFT	311+82.09	1131.5	1132.7	0.0	2.0%	35.6	4"	1	0	1"	1144.2
4	18	1136.50	312+37.09	LEFT	312+37.09	1130.6	1131.8	0.0	2.0%	35.6	4"	1	0	1"	1143.4
4	19	1137.00	312+92.09	LEFT	312+92.09	1130.4	1131.7	0.0	2.0%	43.9	4"	1	0	1"	1143.5
4	20	1137.10	313+35.43	LEFT	313+44.39	1130.2	1132.0	0.0	2.0%	64.1	4"	1	0	1"	1143.8
4	21	1137.60	14+58.91	LEFT	14+03.07	1129.8	1131.8	0.0	2.0%	76.8	4"	1	0	1"	1143.7
4	22	1137.20	14+70.00	LEFT	14+48.11	1129.5	1131.4	0.0	2.0%	67.3	4"	1	0	1"	1143.4
4	23	1136.20	14+99.58	LEFT	14+99.58	1128.8	1130.1	0.0	2.0%	42.2	4"	1	0	1"	1143.0
4	24	1135.50	15+54.58	LEFT	15+54.58	1127.5	1130.7	2.0	2.0%	35.6	4"	1	0	1"	1141.8
4	25	1133.50	16+09.58	LEFT	16+09.58	1126.2	1129.4	2.0	2.0%	35.6	4"	1	0	1"	1139.7
4	26	1131.30	16+64.58	LEFT	16+64.58	1124.8	1126.0	0.0	2.0%	35.6	4"	1	0	1"	1137.6
4	27	1129.30	17+21.83	LEFT	17+19.58	1123.4	1124.7	0.0	2.0%	35.7	4"	1	0	1"	1136.0
4	28	1128.10	17+74.58	LEFT	17+74.58	1122.3	1123.5	0.0	2.0%	35.6	4"	1	0	1"	1134.9
4	29	1127.00	18+29.58	LEFT	18+29.58	1121.3	1122.5	0.0	2.0%	35.6	4"	1	0	1"	1133.8
4	30	1126.00	18+84.58	LEFT	18+84.58	1120.4	1121.6	0.0	2.0%	35.6	4"	1	0	1"	1132.7
4	31	1125.00	19+39.58	LEFT	19+39.58	1119.4	1120.6	0.0	2.0%	35.6	4"	1	0	1"	1131.6
4	32	1124.20	19+94.10	LEFT	19+94.10	1118.5	1119.8	0.0	2.0%	44.4	4"	1	0	1"	1130.6
4	33	1123.50	20+45.58	LEFT	20+45.58	1117.6	1119.3	0.0	2.0%	63.5	4"	1	0	1"	1129.9
4	34	1123.00	20+93.81	LEFT	20+93.81	1117.4	1118.6	0.0	2.0%	37.4	4"	1	0	1"	1129.5
5	1	1122.30	513+12.86	RIGHT	513+12.93	1118.3	1119.7	0.0	2.0%	43.9	4"	1	0	1"	1130.2
5	2	1123.00	512+55.27	RIGHT	512+52.27	1118.9	1120.2	0.0	2.0%	39.8	4"	1	0	1"	1130.9
5	3	1123.90	512+00.27	RIGHT	511+97.27	1119.8	1121.1	0.0	2.0%	39.8	4"	1	0	1"	1132.1
5	4	1126.40	511+45.27	RIGHT	511+42.27	1122.1	1123.4	0.0	2.0%	39.8	4"	1	0	1"	1134.3
5	5	1128.40	510+90.27	RIGHT	510+86.68	1124.2	1125.5	0.0	2.0%	39.8	4"	1	0	1"	1136.5
5	6	1130.70	510+28.84	RIGHT	510+28.84	1126.6	1127.9	0.0	2.0%	39.6	4"	1	0	1"	1138.9
5	7	1132.70	509+75.39	RIGHT	509+71.59	1128.7	1130.0	0.0	2.0%	39.8	4"	1	0	1"	1140.6

*THESE SERVICES WERE INSTALLED PREVIOUSLY WITH KINGSBURY HILLS 3RD SUBDIVISION

SERVICE CONNECTIONS

BLOCK	LOT	LOW FLOOR ELEVATION	SERVICE LOCATION				ELEVATION AT END OF SANITARY LATERAL	RISER HEIGHT AT MAIN	SERVICE PIPE SLOPE	SEWER SERVICE LENGTH FROM MAIN TO EASEMENT	SANITARY SERVICE SIZE	4" WYE	8"X4" WYE (DIP)	WATER SERVICE	FINISH GROUND ELEVATION AT CURB BOX
			STATION AT WYE	SIDE	STATION AT END SAN.	WYE INVERT ELEV									
6	1	1133.60	509+78.30	LEFT	509+77.27	1128.6	1129.8	0.0	2.0%	35.7	4"	1	0	1"	1140.5
6	2	1132.40	510+32.27	LEFT	510+32.27	1126.5	1127.7	0.0	2.0%	35.6	4"	1	0	1"	1138.7
6	3	1130.20	510+87.27	LEFT	510+87.27	1124.3	1125.5	0.0	2.0%	35.6	4"	1	0	1"	1136.5
6	4	1128.00	511+42.27	LEFT	511+42.27	1122.2	1123.4	0.0	2.0%	35.6	4"	1	0	1"	1134.3
6	5	1126.00	511+97.27	LEFT	511+97.27	1120.0	1121.3	0.0	2.0%	35.6	4"	1	0	1"	1132.1
6	6	1124.30	512+52.27	LEFT	512+52.27	1119.0	1120.2	0.0	2.0%	35.5	4"	1	0	1"	1130.9
6	7	1123.70	513+09.86	LEFT	513+09.86	1118.3	1119.6	0.0	2.0%	35.7	4"	1	0	1"	1130.6
6	8	1127.20	412+84.84	RIGHT	412+81.84	1123.2	1124.5	0.0	2.0%	39.7	4"	1	0	1"	1135.4
6	9	1128.30	412+27.27	RIGHT	412+24.27	1123.6	1124.9	0.0	2.0%	40.3	4"	1	0	1"	1136.4
6	10	1129.80	411+72.27	RIGHT	411+69.27	1124.9	1126.2	0.0	2.0%	39.8	4"	1	0	1"	1137.7
6	11	1131.30	411+17.27	RIGHT	411+14.27	1126.5	1127.8	0.0	2.0%	39.8	4"	1	0	1"	1139.3
6	12	1133.00	410+62.27	RIGHT	410+59.27	1128.2	1129.5	0.0	2.0%	39.8	4"	1	0	1"	1140.8
6	13	1134.50	410+07.27	RIGHT	410+04.27	1129.8	1131.1	0.0	2.0%	39.8	4"	1	0	1"	1142.4
6	14	1136.40	409+52.27	RIGHT	409+49.28	1131.5	1132.8	0.0	2.0%	39.8	4"	1	0	1"	1143.9
7	1	1137.10	409+49.27	LEFT	409+49.27	1131.6	1132.8	0.0	2.0%	35.7	4"	1	0	1"	1143.9
7	2	1136.00	410+04.27	LEFT	410+04.27	1129.9	1131.1	0.0	2.0%	35.6	4"	1	0	1"	1142.4
7	3	1134.30	410+59.27	LEFT	410+59.27	1128.3	1129.5	0.0	2.0%	35.6	4"	1	0	1"	1140.8
7	4	1132.70	411+14.27	LEFT	411+14.27	1126.6	1127.8	0.0	2.0%	35.6	4"	1	0	1"	1139.3
7	5	1131.20	411+69.27	LEFT	411+69.27	1125.0	1126.2	0.0	2.0%	35.6	4"	1	0	1"	1137.7
7	6	1129.70	412+24.27	LEFT	412+24.27	1123.6	1124.8	0.0	2.0%	35.9	4"	1	0	1"	1136.4
7	7	1129.50	412+81.90	LEFT	412+81.83	1123.3	1124.5	0.0	2.0%	35.7	4"	1	0	1"	1135.4
7	8	1135.50	312+81.81	RIGHT	312+81.81	1130.4	1131.7	0.0	2.0%	39.6	4"	1	0	1"	1143.3
7	9	1135.80	312+27.27	RIGHT	312+24.27	1130.6	1131.9	0.0	2.0%	39.8	4"	1	0	1"	1143.6
7	10	1136.70	311+69.27	RIGHT	311+69.27	1131.7	1133.0	0.0	2.0%	39.6	4"	1	0	1"	1144.4
7	11	1137.70	311+14.27	RIGHT	311+14.27	1132.7	1134.0	0.0	2.0%	39.7	4"	1	0	1"	1145.3
7	12	1138.80	310+59.27	RIGHT	310+59.27	1133.7	1135.0	0.0	2.0%	39.6	4"	1	0	1"	1146.4
7	13	1139.90	310+04.27	RIGHT	310+04.27	1134.7	1135.9	0.0	2.0%	39.6	4"	1	0	1"	1147.6
7	14	1141.10	309+49.27	RIGHT	309+49.27	1135.6	1136.9	0.0	2.0%	39.7	4"	1	0	1"	1148.7
7	15	1142.20	308+91.77	RIGHT	308+91.77	1136.7	1138.0	0.0	2.0%	39.6	4"	1	0	1"	1149.9
7	16	1142.30	308+31.77	RIGHT	308+31.77	1137.7	1139.0	0.0	2.0%	39.6	4"	1	0	1"	1150.4
7	17	1142.00	307+76.00	RIGHT	307+74.27	1138.0	1139.3	0.0	2.0%	39.7	4"	1	0	1"	1149.8
8	1	1143.40	307+82.59	LEFT	307+82.59	1137.9	1139.1	0.0	2.0%	35.7	4"	1	0	1"	1149.9
8	2	1149.50	207+85.09	RIGHT	207+82.59	1145.1	1146.3	0.0	2.0%	35.7	4"	1	0	1"	1158.1
9	1	1152.00	207+82.09	LEFT	207+82.09	1145.2	1146.5	0.0	2.0%	39.6	4"	1	0	1"	1158.2
9	2	1161.70	26+85.33	RIGHT	26+81.37	1154.6	1155.8	0.0	2.0%	35.2	4"	1	0	1"	1166.8
9	3	1165.30	25+73.46	RIGHT	25+73.46	1158.6	1159.8	0.0	2.0%	35.7	4"	1	0	1"	1172.7
10	1	1167.30	107+02.12	LEFT	107+02.12	1161.0	1162.2	0.0	2.0%	35.7	4"	1	0	1"	1173.9
10	2	1174.70	23+60.71	RIGHT	23+59.03	1166.0	1171.2	4.0	2.0%	35.4	4"	1	0	1"	1180.1
10	3	1177.50	23+02.50	RIGHT	23+02.50	1166.3	1174.5	7.0	2.0%	35.6	4"	1	0	1"	1183.5
10	4	1179.30	22+47.50	RIGHT	22+47.50	1166.5	1175.7	8.0	2.0%	35.6	4"	1	0	1"	1185.9
10	5	1180.20	21+92.50	RIGHT	21+92.50	1166.7	1176.9	9.0	2.0%	35.6	4"	1	0	1"	1187.1
10	6	1180.30	21+39.09	RIGHT	21+32.50	1166.9	1177.1	9.0	2.0%	36.2	4"	1	0	1"	1187.3

HOMES WITH MAIN FINISH FLOOR ELEVATIONS OF 1187.0 AND ABOVE NEED TO HAVE 1-1/2" WATER SERVICES INSTALLED FROM THE WATER MAIN TO THE HOME DUE TO LOW STATIC PRESSURES.

whks engineering + planning + surveying

I hereby certify that this plan, specification or report was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota

Kyle A. Skov
Date: 12/31/25 License No. 46107

REVISIONS

NO.	DATE	DESCRIPTION

PROPOSED SERVICE CHART

WESTBURY FIRST SUBDIVISION - BIGELOW HOMES, LLC
ROCHESTER, MINNESOTA
2026

SCALE: AS SHOWN
WHKS PROJECT NO.: 10129
DRAWN BY: KML
CHECKED BY: JPP
SHEET: C500

GATEHOUSE DR NW										
NUMBER	STATION	NORTHING	EASTING	LINE/CHORD DIRECTION	LENGTH	RADIUS	DELTA ANGLE	DEGREE OF CURVE - ARC	PI NORTHING	PI EASTING
L1	21+00.00	186259.98	594604.62	SOUTH89°53'53"EAST	249.54					
C1	23+49.54	186259.54	594854.16	NORTH71°25'16"EAST	130.42	200.00	37.3619	28.6479	186259.42	594921.78
L2	24+79.96	186300.36	594975.60	NORTH52°44'25"EAST	28.00					
L3	25+07.96	186317.31	594997.89	NORTH52°44'25"EAST	130.08					
C2	26+38.04	186396.06	595101.42	NORTH71°30'23"EAST	131.01	200.00	37.5324	28.6479	186437.20	595155.50
L4	27+69.05	186436.88	595223.46	SOUTH89°43'39"EAST	127.27					
L5	28+96.33	186436.27	595350.73	SOUTH89°43'39"EAST	296.00					

ASHWICK AVE NW										
NUMBER	STATION	NORTHING	EASTING	LINE/CHORD DIRECTION	LENGTH	RADIUS	DELTA ANGLE	DEGREE OF CURVE - ARC	PI NORTHING	PI EASTING
C3	106+50.00	186216.28	595066.27	NORTH27°55'22"WEST	41.72	128.00	18.6740	44.7623	186236.23	595059.56
L8	106+91.72	186252.98	595046.82	NORTH37°15'35"WEST	80.82					

LIONHART DR NW										
NUMBER	STATION	NORTHING	EASTING	LINE/CHORD DIRECTION	LENGTH	RADIUS	DELTA ANGLE	DEGREE OF CURVE - ARC	PI NORTHING	PI EASTING
L9	207+50.00	186343.69	595350.29	NORTH0°16'21"EAST	92.59					
L10	208+42.59	186436.27	595350.73	NORTH0°16'21"EAST	478.56					
C4	213+21.15	186914.83	595353.00	NORTH10°26'28"WEST	186.99	500.00	21.4272	11.4592	187009.43	595353.45

RPU Electric Comment

Need UE to continue path, unless all of the park lot is a utility easement.

Need UE to continue path, unless all of the park lot is a utility easement.

END CONSTRUCTION STA. 215+08.34

EP 215+08.13

PARK

PC 213+21.15

BLOCK 3

BLOCK 4

BLOCK 2

BLOCK 1

BLOCK 8

BLOCK 9

ALAN LN NW

LIONHART DR NW

WESTSCOTT AVE NW

ASHWICK AVE NW

GATEHOUSE DR NW

L1 L2 L3 L4 L5 L6 L8 L9 L10 L11 L12 C1 C2 C3 C4

EP 313+39.83

BP 14+49.16

STA. 14+49.16 = STA. 313+39.83

EP 31+92.33

STA. 31+92.33 = STA. 308+42.59

STA. 28+98.33 = STA. 208+42.79

BP 207+50.00

BEGIN CONSTRUCTION STA. 207+50.00

BP 307+46.77

BEGIN CONSTRUCTION STA. 307+46.77

PT 107+69.06

PC 23+49.54

PT 24+79.96

EP 107+72.54

STA. 25+07.96 = STA. 107+72.54

PT 108+33.72

BP 106+50.00

BEGIN CONSTRUCTION STA. 106+50.00

BP 21+00.00

BEGIN CONSTRUCTION STA. 21+00.00

N

HORIZ.

50 0 50 100

I hereby certify that this plan, specification or report was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Kyle A. Skov

Date 12/31/25 License No. 46107

REVISIONS

NO.	DATE	DESCRIPTION

PH1 WEST HALF ALIGNMENTS

WESTBURY FIRST SUBDIVISION - BIGELOW HOMES, LLC

ROCHESTER, MINNESOTA

2026

SCALE: AS SHOWN

WHKS PROJECT NO. 10129

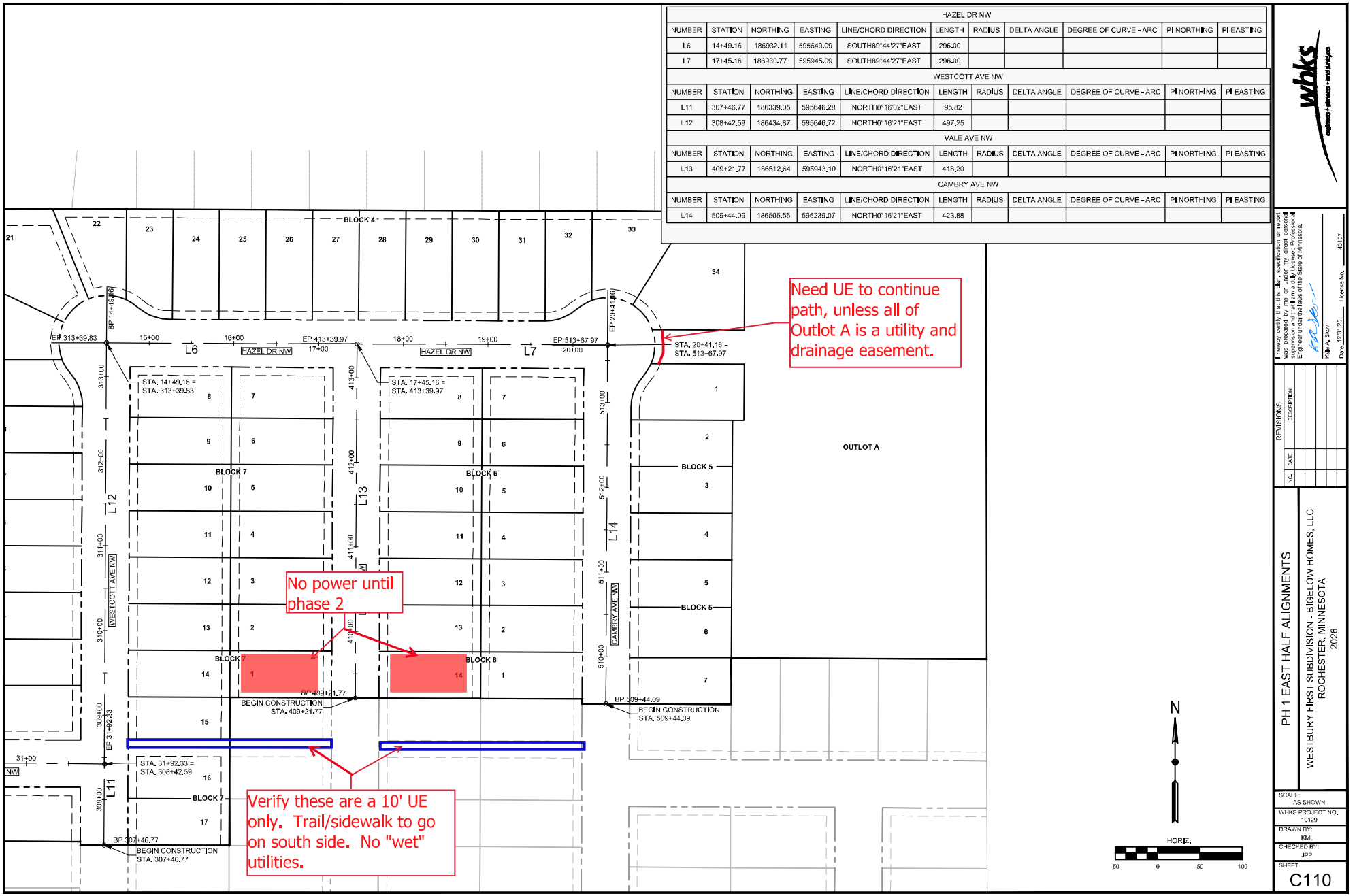
DRAWN BY: KML

CHECKED BY: JPP

SHEET C109

FILE PATH: S:\Jobs\Bigelow Homes\10129 - Westbury Development\Drawings\10129-PROPOSED PH1 ALIGNMENTS.dwg PLOT DATE: 12/31/2025 1:44 PM

RPU Electric Comment



HAZEL DR NW

NUMBER	STATION	NORTHING	EASTING	LINE/CHORD DIRECTION	LENGTH	RADIUS	DELTA ANGLE	DEGREE OF CURVE - ARC	PI NORTHING	PI EASTING
L6	14+49.16	186932.11	595649.09	SOUTH89°44'27"EAST	296.00					
L7	17+45.16	186930.77	595945.09	SOUTH89°44'27"EAST	296.00					

WESTCOTT AVE NW

NUMBER	STATION	NORTHING	EASTING	LINE/CHORD DIRECTION	LENGTH	RADIUS	DELTA ANGLE	DEGREE OF CURVE - ARC	PI NORTHING	PI EASTING
L11	307+46.77	186339.05	595646.28	NORTH0°16'02"EAST	95.82					
L12	308+42.59	186434.87	595646.72	NORTH0°16'21"EAST	497.25					

VALE AVE NW

NUMBER	STATION	NORTHING	EASTING	LINE/CHORD DIRECTION	LENGTH	RADIUS	DELTA ANGLE	DEGREE OF CURVE - ARC	PI NORTHING	PI EASTING
L13	409+21.77	186512.64	595943.10	NORTH0°16'21"EAST	418.20					

CAMBRY AVE NW

NUMBER	STATION	NORTHING	EASTING	LINE/CHORD DIRECTION	LENGTH	RADIUS	DELTA ANGLE	DEGREE OF CURVE - ARC	PI NORTHING	PI EASTING
L14	509+44.09	186505.55	596239.07	NORTH0°16'21"EAST	423.88					

I hereby certify that this plan, specification or report was prepared by me or under my direct personal supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Kyle A. Skov

Date 12/31/25 License No. 46107

REVISIONS

NO.	DATE	DESCRIPTION

PH 1 EAST HALF ALIGNMENTS

WESTBURY FIRST SUBDIVISION - BIGELOW HOMES, LLC
ROCHESTER, MINNESOTA
2026

SCALE: AS SHOWN
WHKS PROJECT NO. 10129
DRAWN BY: KML
CHECKED BY: JPP
SHEET C110

FILE PATH: S:\Jobs\Bigelow Homes\10129 - Westbury Development\Drawings\10129-PROPOSED PH1 ALIGNMENTS.dwg PLOT DATE: 12/31/2025 1:44 PM

ROCHESTER
FIRE DEPARTMENT
FIRE MARSHAL

City of Rochester
201 4th Street SE - STE 10
Rochester, MN 55904-
3726

Phone: 507-328-2800
Fax: 507-328-2829

January 6th, 2026

Community Development Department
4001 West River Parkway Suite 100
Rochester, MN 55901

SUBJ: CD2026-001PLAT, by Bigelow Homes, to subdivide approximately 34.4 acres of land into 105 residential lots and 4 out lots. The site is located southeast of the intersection of 60th Ave NW and Kingsbury Dr NW.

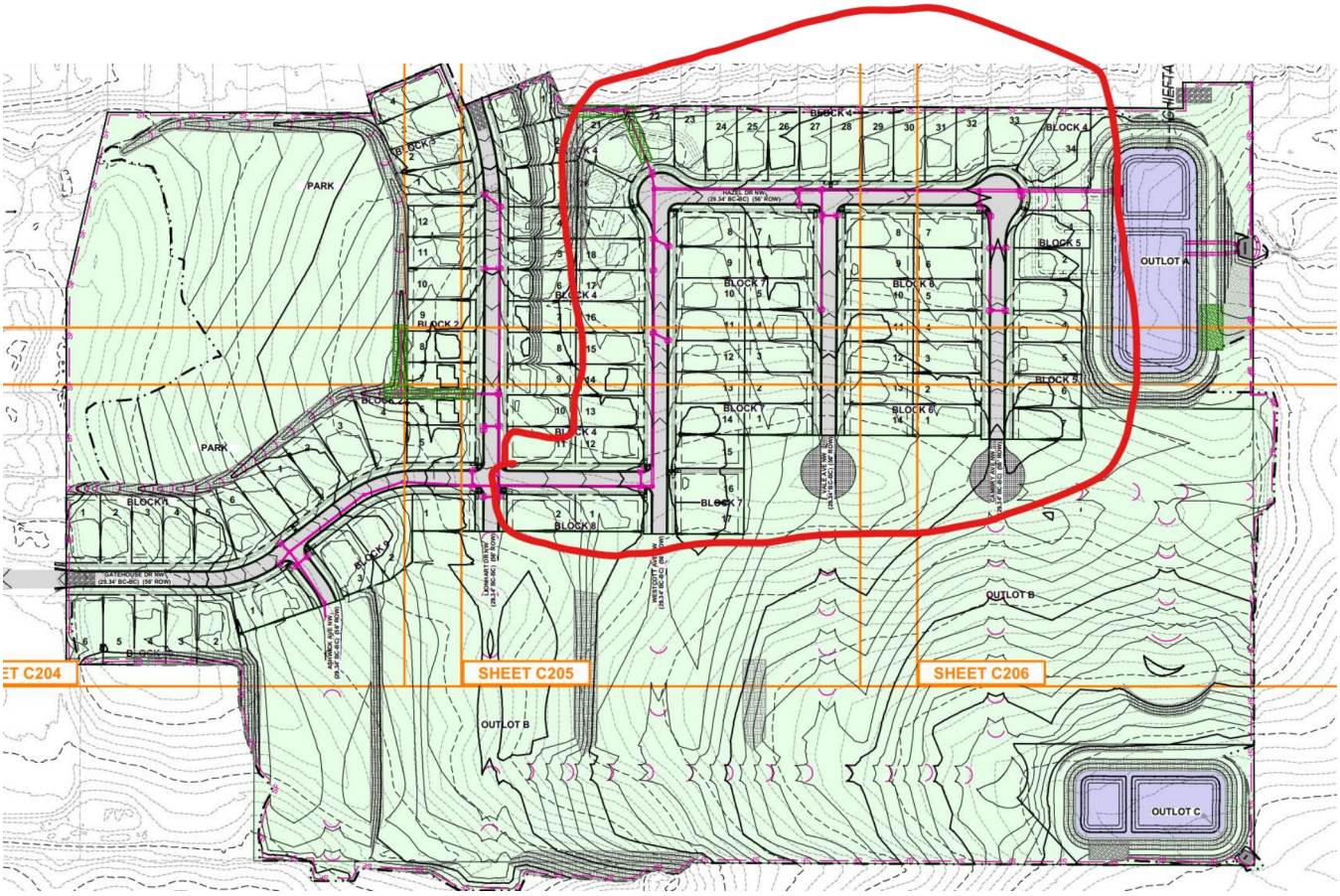
Regarding the above noted project plan, the fire department has the following requirements:

Fire Department Access and Roadways

One or Two Family residential developments must follow the requirements of Section D107 of the 2020 Minnesota State Fire Code

Due to the number of houses proposed for the development two separate fire apparatus access roads will be required since the development is over a total of 50 homes

The current overall layout of the proposed development meets this requirement but with phase one development has a single fire department apparatus access road and does not fulfil the requirements of D107

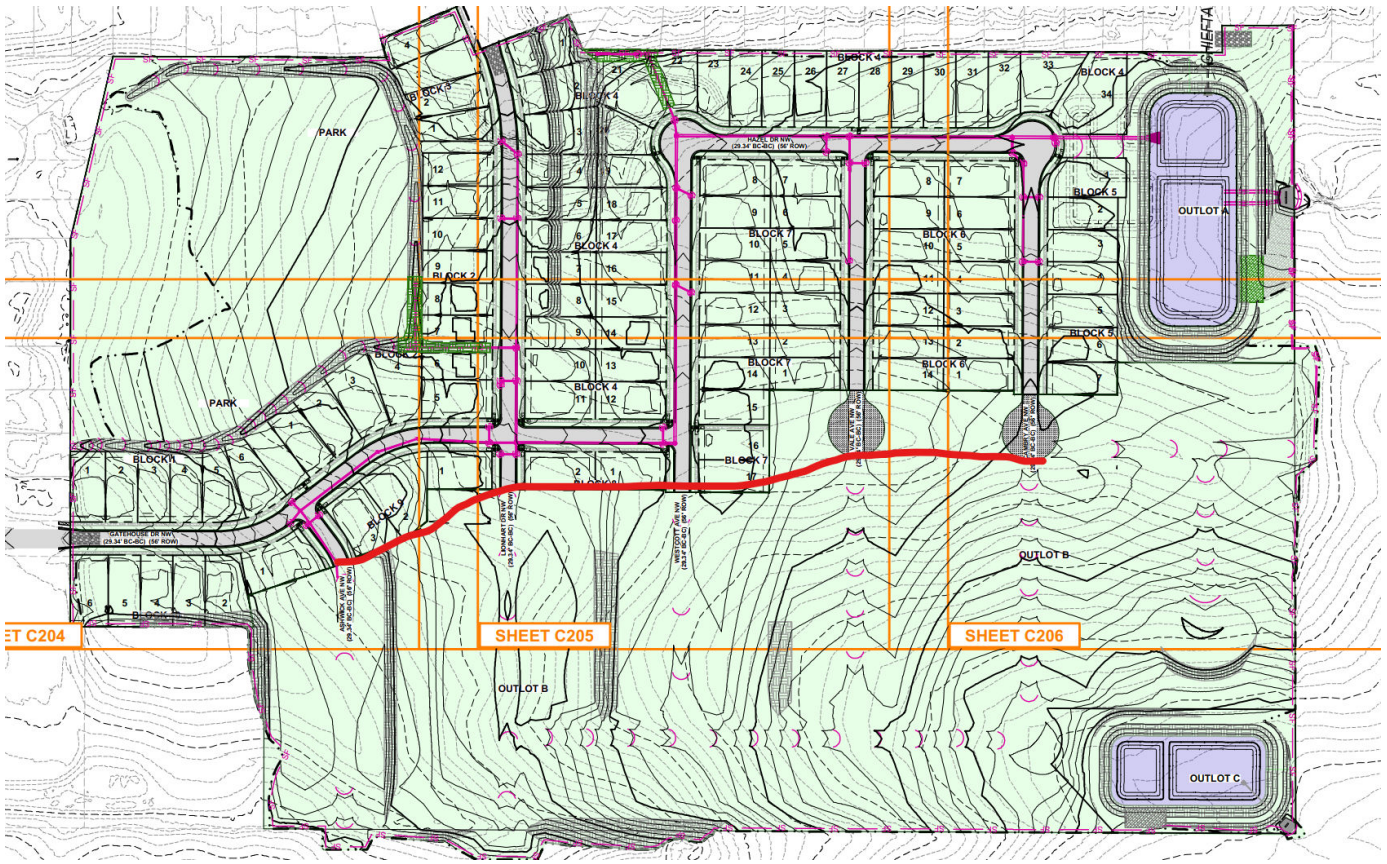


Option A: Every house passed the single fire department access point will be required to be sprinkled with either an NFPA 13, NFPA 13R or NFPA 13D system depending on the size and layout of the house. (All the houses circled in red are the ones that would be required to be sprinkled).

Option B: A temporary fire department access road is built to provide the required secondary access to the entire phase 1 project. This temporary road must be constructed to meet the requirements of Section D102 including the surface being able to maintain an apparatus weight of 75,000 pounds and be maintained/drivable all year long. (The red line draw is an example of where the location of the temporary roadway will need to be located)

Confirm that all cul-de-sacs confirm to the required radius per the 2020 Minnesota State Fire Code and Fire Department Apparatus turning radius can be provided if requested.

Please reach out with any questions.



Minimum Roadway Widths
Minimum width of fire department roadways is 20 feet but if a fire hydrant is located along side the roadway the minimum width is 26 feet.

Road Signage
Roads 20 to 26 feet in width shall have “No Parking Fire Lane” signage on both sides of the street.
Roads 26 to 32 feet wide shall have “No Parking Fire Lane” signage on one side of the street

Hydrant Location and Spacing
Fire Hydrants shall be spaced so that all portions of the houses are located within 400 feet of a fire hydrant. Please provide a drawing that shows hydrant distance spacing.

This new development is outside of our 4-minute response area and the ISO rating is 2.

Sincerely,
Nathan Swisher
Fire Protection Specialist

ROCHESTER PARK AND RECREATION DEPARTMENT
REFERRAL COMMENTS FORM

DATE: January 6, 2026
TO: Community Development
RE: Westbury Development
CD2026-001Plat

Acreage of plat.....	34.4
Number of dwelling units.....	105
Density factor.....	.0244
Dedication	2.56 acres
Fair market value of land.....	$29,900/acre

PARK DEDICATION REQUIREMENTS

Parkland dedication requirements are outlined below. This plat is currently responsible for 9.12 acres (6.56 acres deferred from Kingsbury and 2.56 acres from this new plat). The 8.16 acre park will satisfy a portion of this. The remaining .96 acres should be fulfilled via cash-in-lieu of land. The cash amount is $28,704 (.96 acres * $29,900/acre = $28,704) and must be paid prior to recordation of the final plat. The parkland must be deeded to the City as part of the platting process.

Parkland Dedication requirements for future plats within the Westbury GDP will be met in the form of cash-in-lieu of land.

The developer is responsible for deferred parkland acreage from previous Kingsbury Developments as outlined below.

Kingsbury 1	73 units	1.78 acres required	Cash
Kingsbury 2:	76 units	1.85 acres required	Deferred
Kingsbury 3:	37 units	.90 acres required	Deferred
Kingsbury 4:	84 units	2.05 acres required	Deferred
Kingsbury 5:	11 units	.27 acres required	Cash
Kingsbury 6:	72 units	1.76 acres required	Deferred
Kingsbury 7:	56 units	1.37 acres required	Cash
Kingsbury 8:	26 units	.63 acres required	Cash

6.56 acres deferred
4.05 acres paid as cash in lieu

Current Plat = 105 units	2.56 acres required
Deferred acreage:	6.56 acres
Total acreage Westbury is currently responsible for:	**9.12**

Proposed Park Size:	8.16 acres (deeded to City)
Remaining requirements for this plat:	.96 acres (cash-in-lieu)

Jeff Feece
201 Fourth Street SE, Room 150
Rochester, MN 55904-3769
Phone: 507-328-2540
jfeece@rochestermn.gov

From: Wendy von Wald <wendy.vonwald@olmstedcounty.gov>
Sent: Monday, January 12, 2026 4:40 PM
To: Community Development Department
Subject: [Ext Sender] FW: Development Application CD2026-001PLAT is ready for review by 1/15/2026

[EXTERNAL SENDER]: Do not open links/attachments if uncertain about the sender and never give out your user id and password.

Olmsted County Property Records has no issues or concerns at this time for the proposed plat of Westbury First. We reserve the right to comment further during our official plat check process. Thank you.

Wendy von Wald, deputy
Olmsted County Property Records
151 4th St SE
Rochester, MN 55904
(507) 328-7634 Fax (507) 328-7964
wendy.vonwald@olmstedcounty.gov

From: Accela_Mail <accela_mail@rochestermn.gov>
Sent: Friday, January 2, 2026 12:14 PM
To: Dombrovski, Dillon <ddombrovski@rochestermn.gov>; Michael Nigbur <mnigbur@rochestermn.gov>; Jeff Haberman <JHaberman@rochestermn.gov>; Planning Web <planningweb@olmstedcounty.gov>; RPUElecDistrib <EDistribution@rpu.org>; Wade Neubauer <wneubauer@rpu.org>; Jon Turk <jturk@rochestermn.gov>; Brent Svenby <bsvenby@rochestermn.gov>; brian.mccoy@state.mn.us; Tony Hill <tony.hill@olmstedcounty.gov>; jjmosser@charter.net; TDLivingston@minnesotaenergyresources.com; BDWolf@minnesotaenergyresources.com; paul.osullivan@minnesotaenergyresources.com; Nicole.lehman@state.mn.us; Skip Langer <skip.langer@olmstedcounty.gov>; Scott Bennett <scott.bennett@olmstedcounty.gov>; Don VanKeulen <don.vankeulen@olmstedcounty.gov>; rene@rneighbors.org; Todd Osweiler <TOsweiler@RPU.ORG>; Justin.Watkins@state.mn.us; Brent Svenby <bsvenby@rochestermn.gov>; Sagar Chowdhury <sagar.chowdhury@olmstedcounty.gov>; Ron Muller <ron.muller@charter.com>; Adam Nowinski <adam.nowinski@olmstedcounty.gov>; David McCollister <david.mccollister@olmstedcounty.gov>; Wendy von Wald <wendy.vonwald@olmstedcounty.gov>; Jennifer Fibison <jennifer.fibison@olmstedcounty.gov>; Jeff Feece <JFeece@rochestermn.gov>; Beth Davis <beth.davis@olmstedcounty.gov>; greg.vreeman <greg.vreeman@charter.com>; Kelly Peterson <kpeterson@rochestermn.gov>; Gerald Norman <jnorman@rochestermn.gov>; Heather Flynn <heather.flynn@olmstedcounty.gov>; Mark Baker <mbaker@rochestermn.gov>; Troy Erickson <terickson@rochestermn.gov>; jmiller@rochestermn.gov; Jacob Souhrada <JSouhrada@rochestermn.gov>; Seth Loken <sloken@rochestermn.gov>; Brent Bunke <BBunke@rpu.org>; Luke Payne <LPayne@RPU.ORG>; Burbank, Tyler <tburbank@rpu.org>; Fire Marshals Office

<Firemarshalsoffice@rochestermn.gov>; Community Development Department <CommunityDevelopment@rochestermn.gov>; stuart.hiam@charter.com; Nathan Swisher <nswisher@rochestermn.gov>
Subject: Development Application CD2026-001PLAT is ready for review by 1/15/2026

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

A development application is ready for review:

- Application Number: CD2026-001PLAT
- Description: Major Land Subdivision #CD2026-001PLAT, by Bigelow Homes, to subdivide approximately 34.4 acres of land into 105 residential lots and 4 outlots. The site is located southeast of the intersection of 60th Ave NW and Kingsbury Dr NW.
- Comment Due Date: **1/15/2026**

To determine if your review is needed, please refer to the Department and Agency Review Document. You can view the full referral *with site plans* at the following locations, based on your security access:

1. https://rochester-prod-av.accela.com/: Internal log-in required (view the Accela instructions)
2. https://aca-prod.accela.com/rochester: no log-in required
    1. Click on the "City Planning" tab
    2. Search for the Record Number (CD2026-001PLAT)
    3. Scroll down to the results screen and click on the Record Number
    4. Click on "Attachments"
    5. Click on the hyperlinked document name

If you have access to Accela, please submit your referral comments in the system. Otherwise, please send your comments via email to communitydevelopment@rochestermn.gov.

Thank you,

Community Development

Note: Please do not reply to this email. If you have any questions, contact our department at communitydevelopment@rochestermn.gov or (507)328-2600 during office hours.

Olmsted County Public Works
GIS/Addressing Division
1188 50 St SE
Rochester, MN 55904
(507) 328-7070

WESTBURY FIRST
PRELIMINARY PLAT REFERRAL

DATE: JANUARY 15, 2026

TO: TONY BIGELOW, KYLE SKOV

FROM: DAVE MCCOLLISTER

CC: ADAM NOWINSKI

RE: WESTBURY FIRST PRELIMINARY PLAT GIS REFERRAL

A review of the WESTBURY FIRST PRELIMINARY PLAT to determine any existing or potential GIS, ROADWAY, or ADDRESS related issues are present shows the following:

1) The street type for HAZEL DR NW should be changed to HAZEL ST NW.

2) What is the future layout of ASHWICK AVE NW? That will help determine what the correct street type should be.

3) Final plat GIS impact and E911 Fees will be applicable at the time of final plat submittal. See attached fee forms.

To address issues listed above, please contact our office.

Dave McCollister GIS Analyst / Addressing 507-328-7101

4) Criteria for Major Land Subdivision Permit Approval

The Planning Commission shall recommend, and City Council shall approve, a Major Land Subdivision Permit, if it determines that the following criteria are met:

a) The proposed land subdivision is consistent with the adopted Comprehensive Plan.

b) The proposed land subdivision conforms to all standards in this UDC, unless a Minor Modification, Major Modification, or Variance for any deviation from the standards in this UDC has been approved pursuant to this UDC.

c) The proposed land subdivision permit is consistent with any approved and applicable General Development Plan, Conditional Use Permit, and/or Traffic Impact Study.

d) The proposed land subdivision will not result in a violation of federal or state law or city or county ordinance.

e) The proposed water system and sanitary sewer system are adequate to serve the normal and fire protection demands of proposed development and to provide for the efficient and timely extension to serve future development.

f) The plan for soil erosion and stormwater management meets the adopted standards of the City of Rochester and is consistent with the adopted Stormwater Management Plan or adopted drainage or stormwater policies.

g) The vehicular, pedestrian, transit and non-motorized system is consistent with adopted transportation plans and is consistent with the street layout standards listed in Section 60.400.040C Subdivision level Connectivity and Circulation and applicable traffic service standards.

h) The soils, topography and water tables have been adequately studied to ensure that all lots are developable for their designated purposes.

i) The proposed subdivision will not have off-site impacts on the street, drainage, water, or wastewater systems that exceed adopted standards.

j) The lot and block layout provide for safe and convenient pedestrian, non-motorized vehicle, transit, vehicular, service and emergency access, efficient utility service connections, and adequate buildable area in each lot for planned uses.

k) The proposed subdivision has taken into account the current six-year and other Long-Range Capital Improvements Programs and the elements listed in those programs in the design of the subdivision.

l) The proposed subdivision will not have adverse impacts on the safety or viability of permitted uses on, or the efficient continued development of, adjacent properties.

m) Rights-of-way and easements of adequate size and dimension are provided for the purpose of constructing the street, utility, and drainage facilities needed to serve the development.

n) The proposed parks, trail thoroughfares, and open space dedications are consistent with adopted plans, policies, and regulations.

o) If located in a residential zoning district, the subdivision addresses the need to avoid spillover parking from subdivision residents into surrounding residential districts.

p) For any land located within the Special Flood Hazard Area of the FPO – Floodplain Overlay:

   i) The proposed subdivision adequately mitigates the risks of flooding, inadequate drainage, soil and rock formations with severe limitations for development, severe erosion potential, or any other floodplain related risks to the health, safety, or welfare of the future residents of the proposed subdivision in a manner consistent with this ordinance;

   ii) Each lot contains a potential building site located outside of the Floodway District at or above the regulatory flood protection elevation;

   iii) Adequate drainage is provided to reduce exposure of flood hazard;

   iv) For all subdivisions containing land within the Floodway and/or Flood Fringe District boundaries, the regulatory flood protection elevation and the required elevation of all access roads are clearly labeled on all required subdivision drawings and platting documents;

   v) The subdivision provides road access both to the subdivision and to the individual building sites no lower than two feet below the regulatory flood protection elevation; and

   vi) All public utilities and facilities, such as sewer, gas, electrical, and water systems, are located and constructed to minimize or eliminate flood damage.

CITY OF ROCHESTER, MINNESOTA
Planning & Zoning Commission MINUTES

Major Land Subdivision No. CD2026-001PLAT by Bigelow Homes, LLC. to be known as Westbury First

Cover Page

CD Memo - CD2026-001PLAT - Westbury First Major Land Subdivision

Development Timeline Exhibit - CD2026-001PLAT - Westbury 1st Major Land Subdivision

Location Map Exhibit - CD2026-001PLAT - Westbury 1st Major Land Subdivision

Major Land Subdivision Exhibit - CD2026-001PLAT - Westbury 1st Major Land Subdivision

NIM Meeting Notes - CD2026-001PLAT - Westbury 1st Major Land Subdivision

Approved GDP - CD206-001PLAT - Westbury 1st Major Land Subdivision

Review Comments - CD2026-001PLAT - Westbury 1st Major Land Subdivision

MLS Criteria - CD2026-001PLAT - Westbury 1st Major Land Subdivision

Desmond McGeough presented the staff report.
Kyle Skov, WHKS, spoke on behalf of the applicant. A discussion ensued.

Motion to forward a recommendation to Council of approval with conditions for Major Land Subdivision No. CD2026-001LAT with the findings and support outlined in the Community Development Memo dated January 28, 2026.

MOVER: Lisa Ross
SECONDER: Jeremy C Andrist
AYES: Abdimajid (Axe) M Ahmed, Jeremy C Andrist, Jens P Boyum, Robert A Cline, John Eischen, Ruchi Gupta, Jonathon P Krull, Lisa Ross, Nicolas B.C. Yost
RESULT: APPROVED [UNANIMOUS]

RESOLUTION

Approving Major Land Subdivision No. CD2026-001PLAT, To Be Known As Westbury First, A Project Consisting Of 105 Single-Family Residential Lots On 34.4 Acres, Located East of 60th Avenue NW and 500 Feet South of King Aurthur Road NW.

WHEREAS, Bigelow Homes LLC. requested from the City of Rochester approval of a Major Land Subdivision to be known as Westbury First.

WHEREAS, the Major Land Subdivision proposes 105 Single-Family Residential Lots, on 34.4 acres of land east of 60th Ave NW and approximately 500 feet south of King Arthur Road NW.

WHEREAS, the Council adopts the Planning Commission findings as described in the attached Community Development memo dated January 28, 2026, and finds the proposal meets the criteria in R.C.O § 60.500.040 (subd. G) Major Land Subdivision Permit.

WHEREAS, on January 28, 2026, the City of Rochester Planning Commission reviewed the application and recommended approval subject to five conditions.

WHEREAS, on February 18, 2026, the City of Rochester Common Council held a public hearing to consider this application and adopted the findings of fact and approved the application subject to five conditions.

NOW, THEREFORE IT BE RESOLVED by the Common Council of the City of Rochester that, based upon the above-stated findings of fact, the Applicant has shown by a preponderance of the evidence submitted at the public hearing that it has satisfied the above criteria subject to the imposition of the below-stated four conditions of approval.

BE IT FURTHER RESOLVED, that the City approve Major Land Subdivision No. CD2026-001PLAT, requested by Bigelow Homes, LLC, subject to the five conditions of approval shown below:

CONDITIONS

1. Prior to the submission of a Final Plat, the following Public Works items shall be addressed:
   a. Civil Plans, Grading Plan, and Stormwater Management Plan have been submitted for review, and approval will be required as part of the subdivision approval process for this property. The current street geometry should be considered conceptual.
   b. Execution of a new / updated Development Agreement to replace the existing agreement is required to address applicable terms and obligations related to the current development proposal. Owner's execution of the City-prepared new / updated development agreement is required prior to recording the Final Plat for the first phase of development.

c. Proposed “Outlot A” should not extend to Cambry Avenue NW between Lot 34, Block 4, and Lot 1, Block 5. Plans shall be revised to include this area as part of said Lot 34, Block 4, and Lot 1, Block 5. The area currently shown as an extension of proposed Outlot A to Cambry Ave NW shall be dedicated as a drainage and utility easement for the proposed public utilities to be installed in this area.
d. Proposed Outlot C should be incorporated as part of Outlot B for this phase of development. Dedication of a Temporary Drainage & Utility Easement may be needed over all of the updated Outlot B, in lieu of dedicating separate temporary easements for utility stubs defined temporary drainage easements off stub streets.

2. The Utility Easement linework shall continue across the park and “Outlot A” parcels unless parcels are also covered entirely with a UE. The applicant shall provide corrections on the Final Plat application, subject to the satisfaction of RPU Electric.

3. Phase one development only has a single fire department apparatus access road shown which does not fulfil Fire Department Requirements. Applicant shall sprinkle homes as noted on “Option A” provided by the Fire Department or provide temporary fire department access road along south side as demonstrated by “Option B” provided by the Fire Department.

4. This plat is currently responsible for 9.12 acres of Parkland dedication. The identified 8.16-acre park will satisfy a portion of this. The remaining .96 acres should be fulfilled via cash-in lieu of land.

5. The name for HAZEL DR NW should be changed to HAZEL ST NW.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF ROCHESTER, MINNESOTA, THIS _____ DAY OF _____, 2026.

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF _____, 2026.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)
east of 60th Ave NW and approximately 500 feet south of King Arthur Road NW.

J.1

REQUEST FOR ACTION

Proposed Ordinance - Chapter 5-24 Relating to Film Permits

MEETING DATE:
February 18, 2026

ORIGINATING DEPT:
City Attorney's Office

AGENDA SECTION:
Ordinance First Readings

PRESENTER:
Michael Spindler- Krage

Action Requested:

Receiving and filing a proposed Ordinance addition to the Rochester Code of Ordinances, creating Chapter 5-24 Relating to Film Permits.

Report Narrative:

The proposed Film and Photography Permit Ordinance establishes a clear, predictable process for film, television, and commercial media productions seeking to operate on City property or within the public right-of-way in Rochester. Jurisdictions that provide defined application requirements, insurance standards, and review timelines are significantly more attractive to production companies and location scouts, particularly because filming locations are often selected on short timelines—typically within ten (10) to fourteen (14) days.

To ensure Rochester remains competitive in attracting these opportunities, City staff worked in coordination with Experience Rochester and the State of Minnesota's Explore Minnesota office to develop a permit framework aligned with statewide best practices. Both organizations support the implementation of this ordinance and view it as a positive step toward expanding Rochester's visibility in Minnesota's growing film and media economy.

With the adoption of this ordinance, Rochester would become approximately the nineteenth (19th) city in Minnesota to operate under a formal film permit system, joining cities such as Duluth, St. Paul, Minneapolis, Austin, St. Cloud, Northfield, and Bloomington. Establishing this framework ensures Rochester can be efficiently considered for filming projects that bring visitors, investment, and exposure to the community

Priorities & Foundational Principles:

Quality Services
Economic Vibrancy & Growth Management

Policy Considerations & DEI Impact:

Film and media productions generate broad-based economic activity that benefits hotels, restaurants, catering companies, equipment rental firms, transportation providers, and local labor.

These impacts affect a wide range of businesses, including small, locally owned enterprises.

Increased filming also promotes Rochester as a diverse, welcoming, and dynamic community, helping to

attract visitors, future residents, and investment. By lowering administrative barriers and clarifying expectations, the ordinance supports equitable access for productions of varying sizes and helps ensure that economic opportunities associated with filming are more accessible and predictable.

Prior Legislative Actions & Community Engagement:

Development of this ordinance has included sustained collaboration with City departments and tourism partners:

- **November 12, 2025:** City staff, Experience Rochester, and Explore Minnesota met via Microsoft Teams to discuss the structure and best practices of film permitting in Minnesota and to outline a framework suitable for Rochester.
- **December 8, 2025:** During the Experience Rochester General Update to City Council, the organization identified the creation of a film permit program in 2026 as a priority for increasing Rochester's visibility and tourism activity.
- **December 22, 2025:** A draft version of the ordinance was provided to City Staff, Experience Rochester, and Explore Minnesota for review, feedback, and suggested refinements.
- **January 7, 2026:** City staff and Experience Rochester reviewed a draft of the Film Permit Ordinance, including amendments and operational improvements, during a Microsoft Teams meeting prior to Council consideration.
- **January 21, 2026**: Council Meeting - Ordinance content approval.

Fiscal & Resource Impact:

The film permit process will be administered by the Office of the City Clerk using existing staff resources. An application fee of $125 per application, with an additional $25 per additional day, will be assessed to help partially offset administrative costs. The ordinance also provides for reimbursement of any direct City services required for filming, such as police, fire, or traffic control.

The broader fiscal benefit is expected to come from the economic activity generated by film and media productions operating in Rochester, including lodging, dining, and other local spending.

Alternative Action(s):

No alternative actions are recommended at this time.

Prepared By:

Christiaan Cartwright

Attachments:

Proposed Ordinance - Chapter 5-24 Film Permits

ORDINANCE NO. ____

AN ORDINANCE CREATING AND ENACTING CHAPTER 5-24 OF TITLE 5 OF THE ROCHESTER CODE OF ORDINANCES RELATING TO FILM PERMITS.

THE COMMON COUNCIL OF THE CITY OF ROCHESTER ORDAINS:

Section 1. Chapter 5-24 of the Rochester Code of Ordinances is hereby created and enacted to read as follows:

5-24. FILM PERMITS

Sec. 5-24-1. Definitions.

For purposes of this section, the following words and phrases shall have the meanings set forth below:

Applicant means the individual or entity submitting an application for a film or photography permit, including any authorized agent.

City property means any real property, facility, park, street, building, or parking area owned, leased, or controlled by the City.

Commercial filming or photography means filming, videotaping, recording, or still photography conducted for commercial purposes, including but not limited to advertising, marketing, corporate promotion, monetized distribution, or paid production services.

Film or photography activity means the use of motion picture cameras, video cameras, sound recording equipment, lighting, sets, props, generators, production vehicles, or related equipment in connection with a production.

Harm means any actual, attempted, or reasonably foreseeable injury, damage, or adverse effect resulting from an act, omission, or exposure, including but not limited to:

1. Physical injury**,** including death, bodily injury, illness, impairment of physical condition, disfigurement, pain, or loss of bodily function, whether temporary or permanent;
2. Incapacitation or impairment**,** including loss of consciousness, sensory impairment, motor impairment, or reduced ability to defend oneself or perform ordinary activities;
3. Chemical, thermal, electrical, or mechanical injury**,** including burns, poisoning, asphyxiation, laceration, blunt force injury, or similar effects;
4. Property damage**,** including destruction of property, loss of use, or damage that creates a risk of physical injury to persons;

5. Risk-creating conduct, meaning conduct that creates a substantial and objectively measurable risk of physical injury or death to any person, whether or not injury ultimately occurs.

Harm exists regardless of intent, motive, or justification, and includes injury or damage that is direct, indirect, cumulative, or delayed in manifestation.

Permit administrator means the City Clerk or other City official designated by the City Administrator.

Public right-of-way means streets, sidewalks, alleys, trails, boulevards, and other public ways or easements.

Small-scale activity means filming or photography using only handheld or tripod-mounted equipment, without artificial lighting stands, props, sets, exclusive use of space, obstruction of pedestrian or vehicular traffic, or City services. Any filming or photography, regardless of the equipment used, that extends beyond 30 minutes does not fall under this definition and requires a permit.

Weapons means any object, device, instrument, material, substance, or combination thereof that **is** designed, adapted, modified, or capable by its physical characteristics or manner of use **of** causing death, serious bodily injury, or significant physical harm to a person, or substantial damage to property, regardless of the possessor's or user's intent**.**

The term includes, but is not limited to:

1. Firearms, imitation firearms, and firearm components, whether operable or inoperable;
2. Knives, blades, cutting or stabbing instruments, clubs, batons, bludgeons, or striking implements;
3. Explosive devices, incendiary devices, fireworks used in a hazardous manner, and their components;
4. Chemical agents, gases, sprays, or substances capable of causing injury, incapacitation, or harm;
5. Projectile-launching devices, including air guns, pellet guns, slingshots, bows, and crossbows;
6. Any tool, household item, sporting equipment, or otherwise lawful object when possessed, carried, displayed, or used in a manner that renders it capable of causing harm as defined in this Ordinance.

Sec. 5-24-2 - Permit required.

1. A film or photography permit is required prior to conducting any film or photography activity that:
   a. Uses City property;
   b. Requires exclusive or priority use of public space;
   c. Obstructs, restricts, or closes any portion of the public right-of-way;
   d. Utilizes amplified sound, large lighting equipment, generators, or production staging; or

e. Requires City services, including but not limited to police, fire, traffic control, barricades, parking enforcement, or public works support.

2. Filming or photography conducted entirely on private property does not require a permit under this section unless it also triggers one or more conditions listed in subsection 5-24-2 (1)(d) and (e).

Sec. 5-24-3 - Exemptions.

A permit is not required for the following activities, provided no City services or right-of-way restrictions are required:

1. Bona fide news gathering and reporting by recognized media organizations.
2. Small-scale activity as defined in subsection 5-21-1 (7)
3. Filming or photography conducted by or on behalf of the City or another governmental entity for official purposes.
4. Personal, non-commercial photography or filming conducted in areas open to the general public.

Nothing in this section shall be construed to regulate the content or viewpoint of any expressive activity.

Sec. 5-24-4 - Permit application.

1. Applications shall be submitted to the permit administrator on forms prescribed by the City.
2. Applications shall be submitted not less than **ten business days** prior to the first date of filming, unless waived by the permit administrator for good cause.
3. An application shall include, at minimum:
   a. Applicant contact information and on-site responsible party;
   b. Description of the proposed activity, dates, times, and locations;
   c. Estimated number of participants, crew, and vehicles;
   d. Site plans, parking plans, and traffic control plans, if applicable;
   e. Description of any special effects, stunts, weapons, pyrotechnics, or animals;
   f. Requested City services; and
   g. Proof of required insurance pursuant to this chapter.

Sec. 5-24-5 - Review and approval.

1. The permit administrator may circulate the application to affected City departments for review and comment.
2. A permit may be approved, approved with conditions, or denied based on the following criteria:
   a. The ability to conduct the activity safely;

b. Impacts on traffic, emergency response, and access to property;
c. Compatibility with scheduled City uses and operations;
d. Compliance with insurance and indemnification requirements; and
e. Prior violations or unpaid fees related to film or photography permits.

3. The permit administrator may impose reasonable conditions to mitigate impacts, including limitations on hours, noise, lighting, parking, and site restoration.

Sec. 5-24-6 Fees.

1. The fee for a license shall be established as part of the fee schedule adopted by the common council.
2. The applicant shall be responsible for reimbursement of all actual City costs incurred in connection with the permitted activity, including personnel, equipment, and materials.
3. The City may require a refundable deposit to secure anticipated costs or potential damage.

Sec. 5-24-7 Insurance.

1. Prior to permit issuance, the applicant shall provide proof of commercial general liability insurance with limits of not less than **$1,000,000 per occurrence**, or such higher limits as may be required based on risk.
2. The City shall be named as an additional insured on the policy.
3. The applicant shall indemnify and hold harmless the City, its officials, employees, and agents from any claims arising out of the permitted activity, except to the extent caused by the City's sole negligence.

Sec. 5-24-8 - Compliance.

1. A permit shall be kept on site and made available upon request by City staff.
2. The applicant shall comply with all permit conditions and all applicable laws and regulations.

Sec. 5-24-9 Suspension or revocation.

The permit administrator or on-scene public safety official may suspend or revoke a permit if:

1. Permit conditions are violated.
2. Material misrepresentations were made in the application.
3. The activity poses an immediate threat to public safety; or
4. Required insurance lapses or fees remain unpaid.

Sec. 5-24-10 - Appeals.

Any denial, suspension, or revocation may be appealed in writing to the Office of the City Clerk within ten business days of the action. A timely appeal from a suspension or revocation shall not stay the suspension or revocation.

Sec. 5-24-11 - Violations.

Any person or entity who engages in filming or photography requiring a permit as outlined in this chapter is subject to an Administrative fine per violation. This process will be governed by Chapter 1-2 of the Rochester Code of Ordinances. Violations of this chapter can be deemed petty misdemeanors.

Section 2. This ordinance shall become effective from and after its publication.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF

ROCHESTER, MINNESOTA, THIS _____ DAY OF _____, 2026.

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF _____, 2026.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

Ord25/Chapt.5-24 FilmPermits.docx

J.2

REQUEST FOR ACTION

Zone Change No. CD2025-006ZC by Oak Grove RST LLC

MEETING DATE:
February 18, 2026

ORIGINATING DEPT:
Community Development

AGENDA SECTION:
Ordinance First Readings

PRESENTER:
Michael Spinder-Krage

Action Requested:
Receiving and Filing the First Reading of Zone Change No. CD2025-006ZC, by Oak Grove RST LLC, amending the zoning designation on a 13-acre site from AG (Agriculture) to R-1 (Mixed Use Single Family).

Report Narrative:
The applicant is proposing a Zoning Map Amendment that would amend the zoning of a 13-acre site from AG to R-1 at the site located west of Highway 63 and north of 60th St SW. The applicant has concurrently submitted the subject Zone Change application (CD2025-006ZC), a General Development Plan (CD2025-005GDP), and a Major Land Subdivision (CD2025-041PLAT), intending to provide 37 residential lots and two outlots. The subject site currently has a Low-Density Residential Comprehensive Plan Land Use Designation. Both the existing AG and proposed R-1 are districts that are compatible with the Low-Density Residential Land Use Classification. Presently, there is no existing or prior development of the site. The description of each Zoning District is provided within Section 60.200.030 of the Unified Development Code (UDC).

The Development Review Team supports the approval of CD2025-006ZC, as the proposed zoning district will be consistent with the proposed underlying Low Density Residential land use designation, Core Principals, and Implementation Strategies of the Comprehensive Plan. The Low-Density Residential land use is generally characterized as areas intended primarily for standard lot single-family and small lot single-family residential development, attached dwelling units (up to fourplex structure and attached townhomes), and, where appropriate, other uses of similar character and intensity.

Priorities & Foundational Principles:
Inclusive Growth Management
Housing Access

Policy Considerations & DEI Impact:
The addition of additional units that can be developed under the R-1 zone aligns with the Comprehensive Plan objectives to increase housing choice in the area and will help address current housing deficits within the City.

Prior Legislative Actions & Community Engagement:
October 28, 2025: Neighborhood Information Meeting held.
November 29, 2025: Public Hearing Notice mailed and published in the newspaper.

December 10, 2025: Planning and Zoning Commission Public Hearing.
December 19, 2025: Council Public Hearing Notice mailed and forwarded for publication in the newspaper.
January 5, 2026: City Council - Approval of Zone Change No. CD2025-006ZC

Fiscal & Resource Impact:

All development costs will be the responsibility of the developer.

Alternative Action(s):

No alternative actions are proposed at this time.

Prepared By:

Edward Caples

Attachments:

Ordinance - CD2025-006ZC

ORDINANCE NO. _____

ORDINANCE REZONING APPROXIMATELY 13 ACRES OF LAND LOCATED WEST OF HIGHWAY 63 AND NORTH OF 60TH STREET SW, IDENTIFIED BY PIN (045418) FROM AG (AGRICULTURE) TO R-1 (MIXED USE SINGLE FAMILY) AND AMENDING ORDINANCE NO. 4478, KNOWN AS THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ROCHESTER, MINNESOTA.

THE COMMON COUNCIL OF THE CITY OF ROCHESTER DO ORDAIN:

Section 1. Upon public hearing duly noticed and held, Ordinance No. 4478 as amended, known as the Unified Development Code of the City of Rochester, Minnesota, is hereby further amended as follows:

The Zoning Map of the City of Rochester as adopted by said Ordinance No. 4478 establishing the various zoning districts and boundaries thereof is amended by rezoning the following described lands to the district indicated:

R-1

That part of the Southwest Quarter (SW1/4) of Section No. Thirty-five (35), Township One Hundred Six (106), Range Fourteen (14) described as commencing at the Southeast corner of Lot Eleven (11) of Steffenson's First Sub-division for a place of beginning, thence North along the East line of said Lot Eleven (11) and as extended, Nine Hundred Ninety (990) feet, thence West, Six Hundred Sixty (660) feet, thence South Nine Hundred Ninety (990) feet to a point in the South line of said Lots Eleven (11) and Twelve (12), if

extended, which is Six Hundred Sixty (660) feet West of the place of beginning, thence East to the place of beginning. This description includes Lots Eleven (11) and Twelve (12) of Steffenson's First Sub-division, in the City of Rochester, Olmsted County, Minnesota.

EXCEPTING:

Lots 11 and 12, STEFFENSON'S FIRST SUB-DIVISION, according to the plat thereof on fire at the County Recorder's Office, Olmsted County, Minnesota.

Section 2. EFFECTIVE DATE. This ordinance shall become effective upon the date of its publication.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF

ROCHESTER, MINNESOTA, THIS _____ DAY OF _____, 2026.

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF _____, 2026.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

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CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Zone Change No. CD2025-005ZC by Enclave Development, LLC

MEETING DATE:
February 18, 2026

ORIGINATING DEPT:
Community Development

AGENDA SECTION:
Ordinance Second Readings

PRESENTER:
Michael Spindler-Krage

Action Requested:

Adopting an Ordinance approving Zone Change No. CD2025-005ZC, by Enclave Development, LLC., amending the zoning designation on a 2.04-acre site from R-2x (Low Density Residential Infill) to R-4 (High Density Residential).

Report Narrative:

The applicant is proposing a Zoning Map Amendment that would change the zoning of a 2.04-acre site from R-2x (Low Density Residential Infill) to R-4 (High Density Residential), located at the southwest corner of E Center St and 6th Ave SE. The applicant has submitted a Comprehensive Plan Amendment Land Use Map Amendment application (CD2025-004CPA) that is running concurrently with this zone change application. Subject to approval of these applications, the Property Owner intends to make a subsequent land use application for a Site Development Plan (SDP) application to construct a multifamily residential development.

The subject site currently has a Medium Density Residential land use classification, which the applicant is requesting a change to High Density Residential. The proposed R-4 zoning district request is consistent with this proposed land use classification. At the present time, this site consists of 13 residential properties having a total of 11 single-family dwelling units. The applicant seeks the R-4 zoning designation to develop the land into a 4 to 7-story, 175 to 215 residential dwelling market-rate, high amenity apartment development. The subject change to both the land use classification and the R-4 zone is supported by the Review Team for several reasons, based on the P2S Comprehensive Plan, which is discussed in detail within the Comprehensive Plan Amendment Staff Report for CD2025-004ZC.

The proposed zone change will provide an opportunity to provide additional multi-family housing units within the Downtown Waterfront Neighborhood, which is located inside the Destination Medical Center Urban Center. The downtown “Urban Center” encompasses Rochester’s central development core, serving as the primary business, cultural, and government services. The Urban Center is intended to accommodate the widest mixture of uses and highest development densities, consistent with the development vision created by the Downtown Master Plan and DMC initiative.

The 2.04-acre change of land use designation and application of R-4 zoning does not represent a substantial change to the City’s overall land use mix. Nor does this change negatively impact the goals and objectives established by the “Land Use & Transportation Framework” or create an implementation detriment to the City’s Primary Transit Network (PTN). Conversely, staff believe the amendment improves the success of the PTN by creating additional density in very close proximity to two PTN Corridors. The site is located within just one-half mile of the primary Mayo Clinic Downtown Campus

Facility, which will also allow more residents to commute to work via pedestrian & bike modes of travel.

In comparing the Unified Development Code (UDC) allowed uses of the R-3 Zone permitted under the Medium Density Residential Classification, and the allowed uses of the R-4 Zone permitted in the High-Density Residential Classification, the intended uses are generally the same. Generally, the primary difference between the two districts relates to the dimensional standard for height and floor area ratio (FAR). The R-3 zone district allows up to 48 feet and has a maximum floor area ratio of 1.5, which could possibly accommodate a 4-story multi-family structure if partially below grade. The R-4 zone allows 115 feet in height and has no required maximum floor-area ratio. The R-4 would likely accommodate up to an 11-story building.

Priorities & Foundational Principles:

Economic Vibrancy & Growth Management
Fiscal Responsibility & Sustainability

Policy Considerations & DEI Impact:

The development Review Team's recommendation of approval is based on the following Planning 2 Succeed (P2S) Comprehensive Plan Core Principles:

Integrate Land Use and Transportation
Attractiveness, accessibility, safety, security, and livability of an area are influenced by the design of private development and public infrastructure. Such elements shape personal decisions such as travel choices and property investment. The P2S looks to establish land use patterns that can be efficiently served by well-planned transportation networks that include a variety of transportation choices.

Fiscal Responsibility
A more compact growth pattern will help reduce infrastructure and service costs. The P2S Comprehensive Plan seeks to attract a greater share of development inward by emphasizing that greater attention be paid to reinvestment in areas where convenient transit or walking connections to major destinations are available.

Expand Housing Diversity
Rochester is expected to add another 43,600 people by 2040 – a 36% increase in population. Both new and existing neighborhoods throughout the city will provide the bulk of housing opportunities. The City looks to more effectively grow its property tax base and increase tax revenue by fostering infill, reinvestment, and redevelopment in areas served with existing infrastructure, reducing infrastructure expansion on the edge of the community.

Prior Legislative Actions & Community Engagement:

June 25, 2025: Neighborhood Informational Meeting - Zone Change
October 31, 2025: Public Hearing Notice mailed and forwarded for publication in the Post Bulletin Newspaper
November 12, 2025: Planning and Zoning Commission Public Hearing
November 21, 2025: Council Public Hearing Notice mailed and forwarded for publication in the Post Bulletin Newspaper
December 8, 2025: City Council - Approval of Zone Change No. CD2025-005ZC
January 21, 2026: City Council - First Reading of Zone Change No. CD2025-005ZC

Fiscal & Resource Impact:

All development costs will be the responsibility of the developer.

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:
Edward Caples

Attachments:
Ordinance - CD2025-005ZC

ORDINANCE NO. _____

ORDINANCE REZONING APPROXIMATELY 2.04 ACRES OF LAND LOCATED AT THE SOUTHWEST CORNER OF E. CENTER STREET AND 6TH AVENUE SE, IDENTIFIED BY PINS# 026571, 026572, 026573, 026574, 026575, 026576, 026578, 026579, 026580, 026581, 026582, 026583, 026585) FROM R-2x (LOW DENSITY RESIDENTIAL INFILL) TO R-4 (HIGH DENSITY RESIDENTIAL) AND AMENDING ORDINANCE NO. 4478, KNOWN AS THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ROCHESTER, MINNESOTA.

THE COMMON COUNCIL OF THE CITY OF ROCHESTER DO ORDAIN:

Section 1. Upon public hearing duly noticed and held, Ordinance No. 4478 as amended, known as the Unified Development Code of the City of Rochester, Minnesota, is hereby further amended as follows:

The Zoning Map of the City of Rochester as adopted by said Ordinance No. 4478 establishing the various zoning districts and boundaries thereof is amended by rezoning the following described lands to the district indicated:

R-4

Parcel 1:

The West 55 feet of the East 271 feet of the North 180 feet of Lot Seven (7), School Section 36, Township 107 North, Range 14 West, Rochester, Olmsted County, Minnesota.

Parcel 2:

The North 130 feet of the West 33 feet of the East 66 feet of Lot Seven (7), State Subdivision of Section 36, Township 107 North, Range 14 West, Rochester, Olmsted County, Minnesota.

Parcel 3:

The North 130 feet of the West 75 feet of the East 141 feet of Lot Seven (7), State Subdivision of Section 36, Township 107 North, Range 14 West, Rochester, Olmsted County, Minnesota.

Parcel 4:

The South 50 feet of the North 180 feet of the West 108 feet of the East 141 feet of Lot 7, State Subdivision of Section 36, Township 107 North, Range 14 West, Rochester, Olmsted County, Minnesota.

Parcel 5:

The North 50 feet of the South 150 feet of the West 108 feet of the East 141 feet of Lot 7, State Subdivision of School Section 36, Township 107 North, Range 14, in the City of Rochester, Olmsted County, Minnesota.

Parcel 6:

The North 50 feet of the South 100 feet of the West 108 feet of the East 141 feet of Lot 7, State Plat of Section 36, Township 107 North, Range 14 West, in the City of Rochester, Olmsted County, Minnesota.

Parcel 7:

The North 180 feet of the West 75 feet of the East 216 feet Lot Seven (7), State Plat of School Section 36, Township 107 North, Range 14 West, Rochester, Olmsted County, Minnesota.

Parcel 8:

The East 63 2/3 feet of the West 75 feet of the South 57 feet of the North 280 feet of the East 216 feet of Lot 7, State Subdivision of Section 36, Township 107 North, Range 14 West, in the City of Rochester, Olmsted County, Minnesota.

And

Commencing 216 feet west and 203 feet South of the Northeast corner of Lot 7, State Subdivision of Section 36, Township 107 North, Range 14 West, in the City of Rochester, Olmsted County, Minnesota, for a place of beginning; thence South parallel to the East line of said lot, 20 feet; thence West parallel to the North line of said Lot, 89.9 feet, to the East boundary of River Drive as conveyed by deed recorded in Book 91 on Page 491; thence Southeasterly along the East line of said River Drive, 77 ½ feet, to the North line of land conveyed by deed recorded in Book 111

on Page 555; thence East parallel to the North line of said Lot to a point 77 feet South and 11 1/3 feet East of the place of beginning; thence North parallel with the East line of said Lot 57 feet; thence East parallel to the North line of said Lot to a point 20 feet South and 25 feet East of the place of beginning; thence in a Northwesterly direction 32.35 feet to the place of beginning;

TOGETHER with the grant of perpetual right and easement as an appurtenance to the above described land in common with other owners of land in said lot along with the line thereof, the North 223 feet of the East 8 feet of the West 55 feet of the East 271 feet of said lot for a driveway and right to lay water, sewer, and gas pipes therein and to connect with and use those already therein in common with other owners.

Parcel 9:

Commencing at a point 141 feet West and 180 South of the Northeast corner of Lot 7, State Plat of Section 36, Township 107 North, Range 14 West for a place of beginning; running thence West 205.88 feet; running thence Southeasterly along Park Driveway to a point 43 feet South and 164.8 feet West of the place of beginning; running thence East 164.8 feet; running thence North 43 feet to the place of beginning; together with all of the rights and subject to all of the conditions set fourth in that certain Warranty Deed from Lizzy A. Dale and S.W. Dale to Emma Mae Zimmerman, recorded in Book 107 on Page 537, but excepting and reserving from said above described premises the following tract, viz: Commencing at a point 216 feet West and 203 feet South of the Northeast corner of Lot 7, State Subdivision of section 36, Township 107 North, Range 14 West; running thence South 20 feet; running thence East 25 feet; running thence Northwesterly 32.5 feet to the place of beginning; the above Lot 7 is in that State Plat of Section 36, Township 107 North, Range 14 West, Olmsted County, Minnesota.

Parcel 10:

Commencing 326 feet west of the Northeast corner of Lot Seven (7), School Section 36, Township 107 North, Range 14 West, in the City of Rochester, Olmsted County, Minnesota for a place of beginning, thence west a distance of 75 feet, thence South 50 feet, thence southeast to a point of 100 feet south of Center Street East which is 386 feet west of the east line of Lot 7, thence southeast to a point 135 feet south of the north line of Lot 7, and 368 ½ feet west of the east line of Lot 7, thence east a distance of 42 ½ feet, thence north to a place of beginning.

Parcel 1:

Commencing 271 feet West and 130 feet South of the northeast corner of Lot 7, State Subdivision of Sec-36-Town-107-Range-14, for a place of beginning, thence West 55 feet, thence South 5 feet, thence West 42 ½ feet, thence Southeast to a point of 179.25 feet South of the North line and 346 feet West of the East line of said Lot 7, thence East 75 feet, thence North 49.25 feet to a place of beginning.

Olmsted County, Minnesota

Parcel 2:

The West 55 feet of the East 326 feet of the North 130 feet of the Lot 7, State Subdivision, Section 36, Township 107, Range 14, in the City of Rochester, Olmsted County, Minnesota.

Section 2. EFFECTIVE DATE. This ordinance shall become effective upon the date of its publication.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF

ROCHESTER, MINNESOTA, THIS _____ DAY OF _____, 2026.

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF _____, 2026.

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MAYOR OF SAID CITY

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