City Council Agenda
City Council - Regular Session
March 2, 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 18, 2026
Accepting the minutes and video of the February 18, 2026, meeting as the official record of the City Council.

F.2. Accounts Payable for March 2, 2026
Approving the listing of total disbursements for March 2, 2026, in the amount of $96,002,560.52, including investment purchases of $20,391,649.04 and accounts payable of $75,610,911.48.

F.3. Ethical Practices Board - 2025 Annual Report
Receiving and filing the attached 2025 Annual Report of the Ethical Practices Board.

F.4. **Updates to the Council Rules of Procedure & Code of Conduct**
Adopting the revised Council Rules of Procedure & Code of Conduct.

F.5. **Budget Amendment for the Public Safety Aid**
Adopting a Resolution authorizing a budget amendment for the Public Safety Aid.

F.6. **City of Rochester Conduit Debt Policy**
Adopting the City of Rochester Conduit Debt Policy.

F.7. **2026-28 Collective Bargaining Agreement – Law Enforcement Labor Services (LELS), Local 526 Representing Rochester Public Safety Telecommunicators**
Adopting a Resolution approving the recommended changes to the collective bargaining agreement with the LELS, Local 526 – Public Safety Telecommunicators, for the years 2026-28.

F.8. **Minnesota Office of Justice Programs 2026-2028 Crisis Response Grant**
Authorizing the Police Department to apply for the 2026-2028 Department of Public Safety Minnesota Office of Justice Programs Crisis Response Grant.

F.9. **Bid Award: Fire Station 3 Mechanical Upgrades**
Adopting a Resolution approving a contract in the amount of $590,000 to DMC Plumbing and Heating for replacement of existing mechanical systems at Fire Station 3.

F.10. **Bid Award: Mayo Civic Center Auditorium Stage Replacement**
Adopting a Resolution awarding a contract in the amount of $107,605 to Benike Construction for Auditorium Stage Replacement.

F.11. **Contract Award: Forte Audio-Visual Conferencing and Hearing Accessibility Systems**
Award a contract in the amount $190,425.46 to Forte for installation of Audio-Visual Conferencing Systems and Hearing Accessibility System at the Maintenance Service Center Facility

F.12. **Contract Award: Owner Provided Mechanical Equipment**
Awarding a contract in the amount of $156,158 to Schwab Vollhaber Lubratt (SVL) for owner provided mechanical equipment for LINK Volume D Maintenance Bay Addition - Project No. J8707.

F.13. **Contract Award: Evans Companies for the 6th St SW Storm Sewer Extension Project - Project No. J6741**
Adopting a Resolution approving a contract with Evans Companies in the amount of $137,591.50 for the 6th St SW Storm Sewer Extension Project - Project No. J6741.

F.14. **Revocable Permit and Agreement with Mayo Clinic - Pedestrian Tunnel in 1st St SW Right-of-Way**
Authorizing a revocable permit and agreement with Mayo Clinic for placement of a pedestrian tunnel within the 1st St SW right-of-way.

F.15. **Southern Minnesota Municipal Power Agency Purchase Offer for Easements**
Approving the purchase offer from Southern Minnesota Municipal Power Agency (SMMPA) for two easements on City-owned land.

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

H. Reports and Recommendations

H.1. **Rochester Public Transit - Spring Service Changes**
Reviewing the proposed Spring service changes for Rochester Public Transit. No Council action is requested.

H.2. **Reimagining 6th Avenue West from Civic Center Dr to 2nd St SW - Project Number J8908**
Adopting the corridor concept plan on 6th Avenue West from Civic Center Dr to 2nd St SW and authorizing the preparation of final design plans and bid documents for the reconstruction of 6th Avenue West from Civic Center Drive to W. Center Street - Project Number J8908

H.3. **Project Update: Reconnecting the Downtown Mobility Network - Project Number J8909**
Requesting City Council direction on the preferred option to advance for re-establishing the north-south connection of the downtown mobility network.

I. Council Initiated Actions

J. Ordinance First Readings

J.1. **Zone Change No. CD2025-008ZC by Sunshine Behavioral Health Group, LLC.**
Receiving and Filing the First Reading of 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).

J.2. **Zone Change No. CD2025-007ZC by INH Properties**
Receiving and Filing the First Reading of 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).

K. Ordinance Second Readings

L. Tabled Items

M. Other Business

M.1. **Rochester Economic Development Authority (EDA) Meeting of March 2, 2026**
1. Recessing to a meeting of the Rochester Economic Development Authority (EDA).
2. Adopting the findings of the Rochester EDA.

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 18, 2026

MEETING DATE:
March 2, 2026

ORIGINATING DEPT:
City Clerk

AGENDA SECTION:
Consent Agenda

PRESENTER:
Ann Kasel

Action Requested:
Accepting the minutes and video of the February 18, 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:
Ann Kasel

Attachments:
February 18, 2026 City Council Minutes

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. Linda Parker
2. Myron Rostad
3. Adam Buzbee
4. Ryan Timlin
5. Emma Smith
6. Toby Halladay
7. Rick Laber
8. Molly Dennis

E. Martinson-McQuaid 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	Absent
Kim Norton	Absent

C) *City Administrator's Report*

D) *Mayor's Report*

E) *Order of Agenda*

Order of Agenda

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

F) *Consent Agenda*

F.1) Minutes for the City Council Meeting of February 2, 2026

Official Act: Accepted Official Act No. 035-26 the minutes and video of the February 2, 2026, meeting as the official record of the City Council.

Cover Page

Minutes - February 2, 2026 City Council

F.2) Appointments to Boards and Commissions

Official Act: Approved Official Act No. 036-26 the Mayoral appointments of:

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

Cover Page

F.3) 2025 Fourth Quarter Budget Performance Report

Official Act: Received and filed Official Act No. 037-26 the 2025 Fourth Quarter Budget Performance Report for the period ending December 31, 2025.

Cover Page

Report - 2025 Fourth Quarter Budget Performance

F.4) 2025 Fourth Quarter Investment Performance Report

Official Act: Received and filed Official Act No. 038-26 2025 Fourth Quarter Investment Performance Report for the period ending December 31, 2025.

Cover Page

Report - 2025 Fourth Quarter Investment Performance

F.5) Capital Projects - Semi-Annual Transfer of Funds

Official Act: Adopted Resolution No. 033-26 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.

Cover Page

F.6) Mayoral Conference Travel - Tech.Land Xperience

Official Act: Approved Official Act No. 039-26 Mayor Norton presenting at the Tech.Land Xperience conference not preauthorized by the City's travel policy in Muenster, Germany, March 10-12, 2026.

Cover Page

F.7) Police Department Squad Car Replacement

Official Act: Approved Official Act No. 040-26 the advanced replacement of RPD squad 011 and equipment utilizing the Public Safety Fund.

Cover Page

F.8) Donation from Olmsted Medical Center

Official Act: Adopted Resolution No. 034-26 accepting a donation from Olmsted Medical Center in the amount of $1,000.

Cover Page

F.9) Bid Advertisement - 2026 Sidewalk and Pedestrian Ramp Improvements NC District 2-1 - Project No. J4731 and Sidewalk Improvement District Policy Update

Official Act: Official Act No. 041-26:
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;
Adopting a Sidewalk Improvement District (SID) Policy change to include additional Land Use Codes.

Cover Page

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

F.10) Bid Advertisement - 2026 Chip Seal Street Rehabilitation - Project No. J114

Official Act: Authorized Official Act No. 042-26 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.

Cover Page

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

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

F.11) Purchase and Installation Agreement with Egan Company for Cameras and Related Infrastructure

Official Act: Authorized Official Act No. 043-26 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.

Cover Page

Contract - 2nd Street Ramp Camera Project

F.12) (Moved to H.1 for discussion) Professional Services Contract Amendment: Bolton & Menk - Project No. J7919 - 6th Street Bridge, Neighborhood Safety & Riverfront Improvements Project

F.13) Contract Award: Knutson Construction Services for North Broadway Park & Ride - Project No. J2114

Official Act: Adopted Resolution No. 035-26 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.

Cover Page

Contract - Knutson Construction - North Broadway Park and Ride

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

Official Act: Authorized Official Act No. 045-26 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.

Cover Page

Pedestrian Facilities Agreement - Rochester Plumbers and Fitters Building Corporation

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

Official Act: Adopted Resolution No. 036-26 ordering the preparation of a Feasibility Report for 2nd St SE and 16th Ave SE Sanitary Sewer Maintenance Project - Project No. J7838 and;
Adopted Resolution No. 037-26 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;
Adopted Resolution No. 038-26 setting an assessment hearing on April 6, 2026, for the 2nd St SE and 16th Ave SE Sanitary Sewer Maintenance Project - Project No. J7838.

Cover Page

Map - J7838 Assessments

Feasibility Report - 2 St SE and 16 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

Official Act: Authorized Official Act No. 046-26 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.

Cover Page

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

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).

Official Act: Authorized Official Act No. 047-26 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.

Cover Page

RST Rwy 3-21 Ph 4 RVZ & Runway 3 Extension Grading - Change Order No. 2

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

Official Act: Adopted Resolution No. 039-26 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.

Cover Page

Exhibit - Partially Executed O&M, Capital Replacement Agreement for Electric Facilities Dedicated to Serving Mayo Clinic

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

Official Act: Approved Official Act No. 048-26 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.

Cover Page

Map - BUILD Grant Proposal

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).

Official Act: Authorized Official Act No. 049-26 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

Adopted Resolution No. XXX-26 accepting the grant and authorizing execution of grant agreements with the State of Minnesota; and
Adopted Resolution No. XXX-26 accepting the grant and authorizing execution of grant agreements with the Federal Aviation Administration (FAA).

Cover Page

Agreement - Meade & Hunt RST Task Order 2021-28 ASR-11 Comm Cable Relocation

F.21) Downtown Historic District Property Preservation Program Funding

Official Act: Adopted Resolution No. 042-26 authorizing Downtown Property Preservation Program funding (GSIA) in the amount of $500,000 for the property located at 7 2nd Street SW.
Adopted Resolution No. 043-26 authorizing Downtown Property Preservation Program funding (GSIA) in the amount of $6,320 for the property located at 22 3rd Street SW.

Cover Page

Approved the Consent Agenda in block items F.1 to F.11 and F.13 to F.21.

MOVER:	Andy Friederichs
SECONDER:	Nick Miller
AYES:	Randy Schubring, Patrick Keane, Nick Miller, Norman Wahl, Andy Friederichs, Shaun Palmer
ABSENT:	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) Conditional Use Permit No. CD2025-007CUP, by ML Group I, LLC

Official Act: Adopted Resolution No.044-26 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.

Community Development Planner Elliot Mohler presented the item and answered questions.
Applicant Bill Tointon, WSE Engineering, spoke to the item and answered questions.

The public hearing was opened and the following persons were called to speak:
1. Matt Puffer
2. Jamie Newman

The public hearing was closed.
Deputy Public Works Director Dillon Dombrovski answered questions.

Cover Page

M. Puffer Written Comment

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

M. Puffer Written Comment

Adopted Resolution No.044-26 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 with three conditions.

MOVER:	Shaun Palmer
SECONDER:	Patrick Keane
AYES:	Randy Schubring, Patrick Keane, Norman Wahl, Andy Friederichs, Shaun Palmer
NAYS:	Nick Miller
ABSENT:	Dan Doering
RESULT:	**APPROVED [5 - 1 - 1]**

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

Official Act: Adopted Resolution No. 045-26 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.

Community Development Principal Planner Desmond McGeough presented the item and answered questions.
WHKS Project Manager Kyle Skov spoke to the item.
The public hearing was opened. Having no persons wishing to speak, the public hearing was closed.

Cover Page

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

Adopted Resolution No. 045-26 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.

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

H) Reports and Recommendations

H.1) (previously item F.12) Professional Services Contract Amendment: Bolton & Menk - Project No. J7919 - 6th Street Bridge, Neighborhood Safety & Riverfront Improvements Project

Official Act: Authorized Official Act No. 044-26 contract amendment with Bolton & Menk in the amount of $981,449 for the 6th Street Bridge, Neighborhood Safety & Riverfront Improvements Project - Project No. J7919.

Director of Construction Steve Sampson Brown answered questions on the item.
Deputy City Administrator Cindy Steinhauser answered questions on the item.
Community Development Planner Elliot Mohler answered questions on the item.

Cover Page

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

Authorized Official Act No. 044-26 contract amendment with Bolton & Menk in the amount of $981,449 for the 6th Street Bridge, Neighborhood Safety & Riverfront Improvements Project - Project No. J7919.

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

I) Council Initiated Actions

J) Ordinance First Readings

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

Official Act: Received and filed a proposed Ordinance addition to the Rochester Code of Ordinances, creating Chapter 5-24 Relating to Film Permits.

Cover Page

Proposed Ordinance - Chapter 5-24 Film Permits

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

Official Act: Received and Filed 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).

Cover Page

Ordinance - CD2025-006ZC

K) Ordinance Second Readings

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

Official Act: Adopted Ordinance No. 4579 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).

Cover Page

Ordinance - CD2025-005ZC

Adopted Ordinance No. 4579 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).

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

L) Tabled Items

M) Other Business

N) Adjournment

Adjournment at 7:20 p.m.

MOVER:	Andy Friederichs
SECONDER:	Norman Wahl
AYES:	Randy Schubring, Patrick Keane, Nick Miller, Norman Wahl, Andy Friederichs, Shaun Palmer
ABSENT:	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

Accounts Payable for March 2, 2026

MEETING DATE:
March 2, 2026

ORIGINATING DEPT:
Finance Department

AGENDA SECTION:
Consent Agenda

PRESENTER:
Brian Anderson

Action Requested:
Approving the listing of total disbursements for March 2, 2026, in the amount of $96,002,560.52, including investment purchases of $20,391,649.04 and accounts payable of $75,610,911.48.

Report Narrative:
To see a more detailed accounting of this report:
AP Detail Report for March 2, 2026
AP Summary Report for March 2, 2026

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

Policy Considerations & DEI Impact:
This item is in compliance with Minnesota statute 412.271 requiring all claims be approved by City Council.

Prior Legislative Actions & Community Engagement:
A report is submitted every City Council meeting for review and approval.

Fiscal & Resource Impact:
This is for payment of previously approved amounts, through budget or other Council action.

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

Prepared By:
Andy Henn

Attachments:

F.3

REQUEST FOR ACTION

Ethical Practices Board - 2025 Annual Report

MEETING DATE:
March 2, 2026

ORIGINATING DEPT:
City Attorney's Office

AGENDA SECTION:
Consent Agenda

PRESENTER:
City Attorney Michael Spindler-Krage

Action Requested:
Receiving and filing the attached 2025 Annual Report of the Ethical Practices Board.

Report Narrative:
Pursuant to Ordinance 2-16-7(f), the Ethical Practices Board is pleased to submit the Annual Report to the Mayor and Common Council detailing the activities of 2025.

Priorities & Foundational Principles:
Quality Services

Prior Legislative Actions & Community Engagement:
No previous legislative actions or community engagement to report.

Fiscal & Resource Impact:
The Ethical Practices Board ensures that a public official does not use his/her position to secure special privileges or use their position for personal gain.

Alternative Action(s):
Upon review of the annual report, the Council could invite the Chair and/or Vice Chair of the Ethical Practices Board to attend a future meeting and answer additional questions.

Prepared By:
Jody Houghton

Attachments:
Exhibit - Ethical Practices Board 2025 Annual Report

Ethical Practices Board
Rochester, MN

Annual Report 2025

201 4th Street SE
City Attorney's Office – Room 247
Rochester, MN 55904

(507) 328-2100

web address

http://www.rochestermn.gov/ethics

Ethical Practices Board
2025

Members

Daniel Borup, Chair 6/1/24 – Present
Appointment: May 1, 2020 – April 30, 2023
Re-appointment: May 1, 2023 – April 30, 2026

Timothy Hornseth, Secretary, 6/1/24 – Present
Appointment: May 1, 2020 – April 30, 2022
Re-appointment: May 1, 2022 – April 30, 2025
Re-appointment: May 1, 2025 – April 30, 2028

Faye Harris, Vice Chair, 6/1/24 – Present
Appointment: May 1, 2024 – April 30, 2027

Christine Li Moon, Member
Appointed: May 1, 2022 – April 30, 2025
Re-appointment: May 1, 2025 – April 30, 2028
Resigned August 2025

Gloria D DeBusman, Member
Appointment: May 1, 2023 – April 30, 2026

Robert Haeussinger, Member
Appointment: May 1, 2024 – April 30, 2027

Paul Grinde, Member
Appointment: May 1, 2025 – April 30, 2028

Nicholas Nedland, Member
Appointment: October 16, 2025– April 30, 2028

Staff

Michael Spindler-Krage (City Attorney)
201 4th Street Room 247
Rochester, MN 55904
(507) 328-2100

Jody L. Houghton (Executive Assistant)
201 4th Street SE – Room 247
Rochester, MN 55904
(507) 328-2100

Ethical Practices Board

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Foreword from the Chair

The year 2025 marked the 17th year of the operation of the Ethical Practices Board ("EPB") established by the City of Rochester, MN.

At the meetings of the EPB, we review questions that the City Attorney has received from various city department heads, employees, and elected officials, who may seek guidance on conflicts of interest or other ethical issues. The EPB also handles formal ethical complaints received throughout the year.

In 2025, the Board reviewed seven ethical complaints related to three underlying occurrences. Unlike in past years, the majority of these instances had at least potential relevance to the City's Code of Ethics. The Board hopes this was the result of our ongoing efforts to improve the complaint process.

Officer elections were held in June; the Board re-elected Daniel Borup as Chair, Faye Harris as Vice Chair, and Timothy Hornseth as Secretary. Executive Assistant Jody Houghton continues to write the meeting minutes with Mr. Hornseth assisting. Former members James Rechs and Christine Moon left the board in 2025 and were thanked for their service. The EPB welcomed new members Paul Grinde and Nick Nedland and returning member Hornseth, all filling three-year terms ending on April 30, 2028.

The Board continues to target the third Thursday of each month at 10:30 AM as its intended meeting schedule, with meetings sometimes cancelled due to lack of agenda items. As always, the Board extends an invitation to members of the Common Council to attend one of our meetings in the upcoming year.

Finally, the EPB is greatly appreciative of the information and service that City Attorney Michael Spindler-Krage, Executive Assistant Jody Houghton, and the rest of the city staff have provided. Their insights, responses, legal review, and logistical coordination activities are invaluable to the effective operation of the Board. We look forward to a new year fulfilling our role to help safeguard a fair and equitable city for all.



Daniel D. Borup, Chair

Introduction

It is imperative that all people acting in public service not only maintain the highest possible standards of ethical conduct in their transaction of public business but that such standards be clearly defined and known to the public as well as to the persons acting in public service.

The proper operation of a democratic government requires that public officials be independent, impartial, and responsible to the people. Governmental decisions and policies must be made in the proper channels of the governmental structure. Public office may not be used for personal gain. Citizens must have confidence in the integrity of their government officials.

Public officials are agents of public purpose and hold office for the benefit of the public. They are bound to uphold the Constitution of the United States and the Constitution of the State of Minnesota, and to impartially carry out the laws of the nation, state and municipality so as to foster respect for all government. They are bound to observe in their official acts the highest standards of morality and to discharge faithfully the duties of their office regardless of personal considerations, recognizing that the public interest must be their primary concern.

In recognition of these goals, there is an established Code of Ethics for elected or appointed public officials, citizen volunteers, and candidates for public office. The purpose of the Code is to establish ethical standards of conduct for such persons by establishing acts, which are incompatible with the City's best interests and requiring disclosure of private or financial interests in matters involving the City. The provisions and purposes of this Code of Ethics are declared to be in the best interests of the City of Rochester.

Authorization

The purpose of the City of Rochester Ethical Practices Board is to further the goals of the established Code of Ethics and as such the Board was formed via city ordinance in December 2008.

The Board is comprised of seven citizen members who are appointed by a committee consisting of the President of Rochester Community and Technical College, the Chancellor of the University of Minnesota Rochester and the highest-ranking officer of the Olmsted County Bar Association not associated with the Rochester City Attorney’s Office. Members serve a three-year term and may serve up to two consecutive terms or six years, whichever is longer.

Organization

The Ethical Practices Board is composed of seven members who are residents of the City of Rochester and serve without compensation. EPB members are appointed by an Appointing Committee (see Authorization paragraph).

The EPB is organized with a chair, vice chair and secretary who are elected by the membership in May of each year. Board members serve a three-year term (which may be shorter if the member was appointed to replace a board member who resigned or otherwise left the EPB before completing their term) and may serve two consecutive full terms.

A member of the EPB may not be an elected official, an appointed official, a city employee, related to a local official or city employee, a candidate for elected public office, a person who, for compensation, represents the private interests of others before the city council or mayor, or a paid campaign worker or political consultant of a current local official.

Board action requires the affirmative vote of at least four members of the EPB.

Code of Ethics

The Code of Ethics is generally covered in Chapter 2-16 of the Rochester City Code of Ordinances and covers a broad range of areas including conflict of interest, use of city property and improper conduct. The intent of the Code is to provide broad overview of expected conduct and in some cases offer specific guidance regarding certain activities. Areas not specifically covered in the Code may be addressed to the City Attorney's office or the Ethical Practices Board for further clarification. In some cases, a topic may arise not previously considered by the Code, which may result in the issuance of a formal opinion by the Board.

Rules and Procedures

In carrying out its duties, several responsibilities for the Board are specified in the ordinance. Among these are the following:

- The Board shall have jurisdiction to review and make findings concerning any alleged violation of RCO Chapter 2-16 by any public official.
- To make notifications, extend deadlines, conduct investigations, make findings of fact, conclusions of law and order, review allegations and conduct hearings as needed to decide specific cases in which a violation of RCO Chapter 16 is alleged.
- To report its findings regarding any complaint to the person's Appointing Authority and to the City Administrator.

- To issue ethics opinions to public officials regarding the propriety of any matter within the Board's jurisdiction.
- To conduct a preliminary investigation of a filed complaint, or of any circumstance or situation which the Board may become aware that appears to violate any provision of RCO Chapter 2-16.
- To cooperate with the human resources department in the design of ethics education seminars, and to promote the city's ethics program and high ethical standards in city government.
- To make recommendations for changes to the Code of Ethics or the governing ordinance, which the Board believes, would enhance their purpose.

Except as provided elsewhere in city ordinances, a Public Official who violates the Code of Ethics may be subject to disciplinary action up to and including termination of city employment/city volunteer duties.

An elected official or an appointed member of any board or commission, whose discipline is addressed by the City of Rochester Home Rule Charter or the Rochester Code of Ordinances and who violates the Code of Ethics may be subject to such disciplinary action as is provided by the Home Rule Charter or the Code of Ordinances. The EPB is not involved in determining whether disciplinary action should occur.

Jurisdiction

The Code of Ethics pertains to and is applicable to public officials including elected officials and city employees as defined in RCO 2-16-4. Also included, but not limited to, are members of the following boards and commissions:

- Airport Commission
- Board of Appeals
- Citizens Advisory on Transit
- Ethical Practices Board
- Fire Civil Service Commission
- Heritage Preservation Commission
- Library Board
- Mayo Civic Center & Rochester Convention and Visitors Bureau Board
- Music Board
- Park Board
- Pedestrian & Bicycle Advisory Commission
- Planning and Zoning Commission
- Police Civil Service
- Police Policy Oversight Commission
- Public Utility Board
- Sustainability and Resiliency Commission
- Zoning Board of Appeals

The Board has jurisdiction to review and make findings concerning any alleged violation of this chapter by any public official. All members of Boards, Commissions and Committees created by ordinances passed by the City Council, City of Rochester, will fall under the requirements set forth in the Code of Ethics, City of Rochester. Therefore, all boards and commission members must complete the Disclosure Form.

2025 Complaint Disposition

A total of seven complaints related to three incidents were reviewed in 2025. While the complaints appeared to be reasonable, good faith inquiries about potential ethical conflicts, all seven were dismissed after discussion amongst the EPB members.

Of potential interest to Councilmembers is the October meeting, in which the Board decided unanimously that a Councilmember's participation in a vote to extend their own (as well as another Councilmember's) training budget did not constitute an ethical violation.

Another of the three incidents related to the Rochester Police Department and requests for body camera footage. The complainant in this case was directed to the Rochester Police Records Department.

In past years, the Board has received numerous complaints related to non-ethics issues such as parking enforcement or neighbor disputes. The Board is happy to report that no such complaints were received in 2025. We hope this is a sign that individuals with similar issues are being directed to the correct department via the City's new 311 system or other resources. The Board plans to hear a follow-up report from the 311 team in 2026 to continue assessing whether Rochester residents are receiving the assistance they need for both ethics and non-ethics issues.

Inquiries

Throughout the year, the City Attorney's office receives a variety of inquiries related to ethical issues. The City Attorney is most often able to provide appropriate guidance immediately. For awareness, a summary of those issues is provided to the Board at each meeting and those that require further discussion are addressed as necessary. Inquiries brought to the Board's attention can be found in our meeting minutes located on the EPB webpage located here.

The EPB members are very appreciative of the City Attorney's transparency in sharing these questions and have learned a great deal from the discussion at our meetings.

Administrative Matters

Improvements to the Board website, as well as the introduction of the City's new 311 system, appear to have significantly reduced submission of non-ethics complaints to the Board. While such complaints are forwarded to the appropriate city department quickly, we believe direct routing of Rochester residents to the appropriate department or resource still improves the quality of public service. The Board continues to welcome suggestions to ensure that Rochester community members receive the assistance they need as quickly as possible, whether pertaining to a question of ethics or otherwise.

F.4

REQUEST FOR ACTION

Updates to the Council Rules of Procedure & Code of Conduct

MEETING DATE:
March 2, 2026

ORIGINATING DEPT:
City Administration

AGENDA SECTION:
Consent Agenda

PRESENTER:
Alison Zelms

Action Requested:

Adopting the revised Council Rules of Procedure & Code of Conduct.

Report Narrative:

At the February 9, 2026, Council Study Session, the Council received a presentation from Administrator Zelms on of the Council Rules and Code of Conduct that may benefit from updates. Feedback from the Council indicated support for a change to remote participation and the Council Initiated Action process. In addition, the process was updated for a Mayor Initiated Action.

Remote Participation

The State Legislature updated Minn. Stat. Section 13D.02 in the 2025 legislative session, removing references to the pandemic and the requirement for a remote participant's location to be open, accessible and publicly noticed prior to the meeting. The proposed changes to the Council rules are in alignment with the legislative changes. The Council rules allow the following reasons for remote participation:

1. Traveling on official City business, up to three times per calendar year,
2. Serving in the military and is at a required drill, deployed or on active duty, or
3. Advised by a healthcare professional against being in a public place for personal or family medical reasons.

Council Initiated Action (CIA)

The following additional clarifying language to describe the CIA process was added:

It is not anticipated that Council action on the item will be taken at the meeting where the CIA is considered. The CIA shall be used to direct staff time and resources for consideration of an item at a future Council meeting.

Mayor Initiated Action (MIA)

The Mayor's request for an item to be considered on a future Council agenda was updated and titled "Mayor Initiated Action." This process differs from the Council Initiated Action in submission, as it does

not require a second, and where it is considered on the agenda.

The following additional clarifying language to describe the MIA process was added:

It is not anticipated that Council action on the item will be taken at the meeting where the MIA is considered. The MIA shall be used to direct staff time and resources for consideration of an item at a future Council meeting.

Priorities & Foundational Principles:

Quality Services
Social Equity

Policy Considerations & DEI Impact:

The Council Rules of Procedure & Code of Conduct serve to guide the Council body in the manner in which it conducts its business. The Council adopts these guidelines to aide in sound execution of good governance with an emphasis on transparency, consistency, and efficient use of both time and resources. Changes brought forward in this revision focus mainly on clarity of certain rules and concepts, and the ongoing task of modernizing these rules to keep step with changing technology and the ever-shifting dynamics of the municipal governance landscape.

Prior Legislative Actions & Community Engagement:

August 2, 2021: Council Meeting - Revised Rules of Procedure and Code of Conduct adopted.
August 16, 2021: Council Meeting - Revised Rules of Procedure and Code of Conduct adopted.
December 31, 2021: Council Meeting - Revised Rules of Procedure and Code of Conduct adopted.
November 20, 2023: Council Meeting - Revised Rules of Procedure and Code of Conduct adopted
January 8, 2024: Council Meeting - Revised Rules of Procedure and Code of Conduct adopted
April 28, 2025: Study Session - Presentation on City Council Rules of Procedure and Code of Conduct
May 27, 2025: Study Session - Discussion on Rules of Procedure and Code of Conduct
July 7, 2025: Council Meeting - Revised Rules of Procedure and Code of Conduct adopted
February 9, 2026: Study Session - Discussion on the City Council Rules of Procedure and Code of Conduct

Fiscal & Resource Impact:

No direct fiscal impact.

Alternative Action(s):

During the February 9, 2026, Study Session, the Council also discussed a monthly rotation to the voting order. That change was not proposed at this time because it appeared that there was not support to adjust the rule.

Prepared By:

Ann Kasel

Attachments:

Exhibit - 2026 City Council Rules of Procedure and Code of Conduct - Marked up

Exhibit - 2026 City Council Rules of Procedure and Code of Conduct - Clean

RULES OF PROCEDURE & CODE OF CONDUCT

for

THE ROCHESTER, MN CITY COUNCIL

As Adopted
~~July 7, 2025~~

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ARTICLE 1: Rules of Procedure

Rule 1. Meetings

A. Regular Meeting. Regular meetings of the Rochester City Council (Council) shall be held at 6:00 p.m. on the first and third Monday of every month in the Council Chambers unless otherwise noticed.

1. If the first or third Monday falls on a City holiday, Christmas Eve, or New Year's Eve, the regular meeting shall be held at 6:00 p.m. on the next Wednesday, or on any other day convenient for the Council, subject to proper noticing guidelines as prescribed by open meeting law.
2. No fixed duration applies to regular Council meetings; however, any public hearing beginning after 10:15 p.m. would be opened and continued to the next regular meeting and be placed at the top of the order of public hearings.

B. Study Session Meetings. Study session meetings may be scheduled by the Council as needed. Regular study session meetings shall be held in the Council Chambers at 3:30 p.m. on Mondays when no regular meeting of the Common Council is scheduled.

C. Special Meetings. A special meeting, or any change in the time or location of a regular meeting, may only be called by the Mayor, Council President, or any two Councilmembers by notifying the City Clerk. The City Clerk shall notify each member of the Council and notice the meeting pursuant to state and municipal law.

D. Quorum. Four Councilmembers shall be a quorum for the transaction of business, but in the absence of a quorum, the members present may adjourn the meeting to a later date.

E. Conducting or Attending a Meeting by Interactive Technology.

1. A meeting of the Council may be conducted via interactive technology as long as:
   ~~a. The Presiding Officer, Chief Legal Counsel, or Chief Administrative Officer for the Council determines that an in-person meeting is not practical or prudent because of a health pandemic or an emergency declared;~~
   ~~b.~~a. All members of the Council participating in the meeting, wherever their physical location, can hear and see one another and can hear all discussion and testimony presented at any location at which at least one member is present;
   ~~c. Each location at which a member of the body is present is open and~~

~~accessible to the public;~~

~~d.~~b. Members of the public present at the regular meeting location of the Council can hear all discussion and testimony and all votes of the members of the Council, ~~unless attendance at the regular meeting location is not feasible due to a health pandemic or emergency declaration~~;

~~e.~~c. At least one member of the Council, as well as the chief legal counsel or their designee, or the chief administrative officer or their designee is physically present at the regular meeting location, ~~unless unfeasible due to a health pandemic or emergency declaration~~; ~~and~~

d. All votes are conducted by roll call, so each member's vote on each issue can be identified and recorded; ~~.~~ and

e. The member participating via interactive technology is traveling on official City business, up to three meetings per calendar year; or

f. The member participating via interactive technology is serving in the military and is at a required drill, deployed, or on active duty; or

g. The member participating via interactive technology has been advised by a healthcare professional against being in a public place for personal or family medical reasons.

~~f.~~

~~2. A meeting of the Council may be conducted via interactive technology if the requirements of Rule 1.E.1 are met, although a member of the Council may participate from a location that is not open or accessible to the public, if the member has not participated more than three times in a calendar year from a location that is not open or accessible to the public, and:~~

~~a. The Councilmember is serving in the military and is at a required drill, deployed, or on active duty;~~

~~b. The Councilmember has been advised by a healthcare professional against being in a public place for personal or family medical reasons~~

F. Breaks. During all regular, special, and study session meetings, the Council shall take a break, not to exceed 10 minutes, after 90 to 120 minutes of meeting time. The break shall occur between agenda items, if practical, and shall be called by the Presiding Officer.

Rule 2. Presiding Officer

A. Conduct of Meeting. The presiding officer at all meetings of the council shall be the council member-at-large, also known as the council president. In the council president's absence, the presiding officer shall be designated by the council

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president. The designation shall be made in advance and in writing to the City Clerk and must include the name of the designated presiding officer and the time period of designation. In the event the council president has failed to designate an available substitute, then the most tenured available council member shall serve as council president. In the event of equal tenure, the lowest numerical ward member shall serve as council president.

B. The Presiding Officer shall conduct the business and deliberations of the council under these rules. Specifically, the Presiding Officer shall:

1. Preserve order and decorum in the Council chambers.
2. Observe and enforce all rules adopted by the Council for its government.
3. Decide all questions on order, in accordance with these rules.
4. Recognize members of the Council in the order in which they request the floor. No member shall be recognized and given the floor to speak on the same matter more than once until after all other members of the Council have had an opportunity to be recognized and heard.
5. Retain the authority during public comment to determine whether a speaker's remarks fail to comply with these rules or exceed the scope of the designated forum. The Presiding Officer shall have the authority to suspend such person's right to speak, subject to the Council's right to overrule such decision.

C. Absence of Mayor. In the Mayor's absence, the Council President shall be the acting Mayor and shall have all powers of the Mayor, except the power to veto.

Rule 3. Remarks and Debate

A. Speaking to the Motion. Councilmember remarks are limited to a total of eight minutes on each agenda item. Councilmembers may forfeit their time to speak to another Councilmember without a vote. For purposes of this section, questions asked of City teammates, applicants, or the public are not included in the limitation on the number of times spoken or the length of time spoken.

B. Interruption. No member of the Council shall interrupt or argue with any other member while such member has the floor.

C. Courtesy. Members of the Council shall be courteous in their language and demeanor in the discussion, comments, or debate of any matter, and shall not engage in disorderly behavior, make personal comments, derogatory remarks, or insinuations in respect to any other member of the Council, any City teammate, or the public.

D. Discipline. If a member of the Council violates these rules, the Presiding Officer

shall call such member to order, in which case such member shall be silent except to explain or continue in order. Any other member of the Council may, under a point of order, call the Presiding Officer or other member to order. Additional discipline may include, but is not limited to, a verbal admonition, public reprimand, and expulsion from the meeting at which the conduct is occurring.

E. Challenge. Any member of the Council shall have the right to challenge any action or ruling of the Presiding Officer, or member, in which case the decision of the majority of the members of the Council present, including the Presiding Officer, shall govern.

F. City Teammates. The City Administrator, City Attorney, and the City Clerk or their designees shall have the right to enter into a discussion of any matter coming before the Council. Other City Teammates may enter into a discussion through the City Administrator or designee or when asked a direct question by a member of the Council. When City Teammates provide presented materials on agenda items, presentations should be brief, not-to-exceed 15 minutes. City Teammates may attend meetings virtually but must be able to be clearly heard and seen while giving testimony before the Council.

Rule 4. Order of Business

A. Order of Business. The order of business shall be as follows:

1. Pledge of Allegiance
2. Open Comment Period
3. Call to Order/Roll Call
4. City Administrator Report
5. Mayor Report
6. Order of Agenda
7. Consent Agenda
8. Public Hearings
9. Reports and Recommendations
10. Ordinance Readings
11. Council Initiated Actions
12. Tabled Items
13. Other Business
14. Adjournment

B. Consent Agenda. All matters listed under the consent portion of the agenda are considered routine by the Council and will be voted on in block by one motion. There will not be separate discussion of these items. City Teammates shall have discretion on what items are placed on the consent agenda.

C. Pulling Consent Agenda Items. Any Councilmember may have any item removed from the consent agenda before voting has finished on said agenda for separate consideration without a second or a vote *(see 2.03(A)(iii) for considerations on timing.)*

Rule 5. Motions

A. Making a Motion. For an item to be brought to the floor, a Councilmember shall make a motion. Items shall be brought to the floor in the order of the agenda.

B. Seconding a Motion. Generally, motions must receive a second for action. A motion that has been seconded cannot be withdrawn without the expressed consent of the seconder. When a second is made, the Presiding Officer will state the names of the respective Councilmembers making and seconding the motion. When a motion does not receive a second, it dies.

C. Motions – No Second Required. The following motions do not require a second:

1. Call for Nominations.
2. Request for a Roll Call vote.
3. Point of Order (*see Rule 5.E.3*).
4. Withdrawing a Motion (*before a second has occurred*).
5. Calling the Previous Question (*or colloquially "calling the question"*) (*see Rule 5.E.5*).
6. Withdrawing a Second.

D. Amending a Motion. Generally, any Councilmember may move to amend a pending main motion. Amending the main motion may not go more than two amendments deep before a vote must occur to dispense with the most recent amendment. Second-tier motions to amend must be germane to the first amendment, and all amendment motions must be dispensed with before a new amendment to the main motion can be made.

E. Common Motions Defined.

1. **Continue to a Date Certain.** Any Councilmember may move to continue an item to a date certain which will delay consideration of an item until a specified date.
2. **Table (Postpone Indefinitely.)** Any Councilmember may move to table an item, which will delay consideration of an item until an unspecified date.
3. **Point of Order.** Any Councilmember may raise a point of order at any time. A point of order means that the Councilmember is asking for a ruling on whether the rules of procedure are being followed. The point of order shall first be made to the Presiding Officer for a ruling. The member may appeal the Presiding

Officer's ruling to the Council, which may affirm or overrule the Presiding Officer's ruling by a majority vote of the Councilmembers present. The initial point of order directed to the Presiding Officer or the Council does not require a second and is not subject to amendment.

4. **Reconsideration.** No motion to reconsider a vote shall be in order except by a Councilmember who voted on the prevailing side during the same or next meeting. Any member of the Council shall have the right to change their vote at any time before final action is taken.
5. **Calling the Previous Question.** Any Councilmember may call a vote on the motion (Calling the "Previous Question"). If a Councilmember "calls the question," the Presiding Officer shall allow any Councilmembers that have not spoken to the motion one chance to speak. The Presiding Officer shall then call for a vote, after which a vote shall take place.

I. **Precedence of Motions.** When a question is under consideration, no motion shall be entertained except as follows, such motions having precedence in order as stated:

1. To adjourn. (Not debatable.)
2. Point of Order (Not debatable, no second required.)
3. To call the question. (Not debatable.)
4. To remove an item from the agenda.
5. To lay on the table. (temporarily table within a single meeting.)
6. To call the question. (Not debatable, no second required.)
7. To continue to a date certain.
8. To amend.
9. To substitute.
10. To table (postpone indefinitely.)
11. Main motion.
12. Motion to reconsider.

F. Discussion on the Motion. The Council may discuss a pending motion only after the motion has been moved and seconded unless otherwise specified.

G. Approval or Denial. If a motion is made to approve any application or other action where the Council has a quasi-judicial matter before it, and the Council does not approve the motion, one of the Councilmembers voting no shall make a motion to deny the application, citing at least one legal reason for the denial. A Councilmember may ask the City Attorney or other Teammates to assist them in stating the reasons for denial.

H. No Opposition. If the Presiding Officers determines there is no opposition to a motion, the Presiding Officer may ask if there is any objection to the proposed

action. If there is none, the Presiding Officer shall announce the result. In this situation the action shall be done by unanimous consent.

Rule 6. Suspension of Rules
No rule shall be suspended except by a 2/3 vote in the affirmative by the Councilmembers present at the meeting. A motion to suspend a rule is not debatable. The vote on the motion to suspend may be by voice vote of the Council, unless a member requests a roll call.

Rule 7. Ordinances
Reading of ordinances shall be deemed sufficient by the reading of a brief synopsis of the title of the ordinance. A full reading shall not be required unless requested by any Councilmember and a majority vote of the Councilmembers present.

Rule 8. Robert's Rules of Order
Robert's Rules of Order (newest revision) shall govern any questions of practice or procedure not provided for by these rules.

Rule 9. Amending these Rules
Amendments to these rules shall be made by resolution and shall require a 2/3 vote in the affirmative by the Councilmembers present at the meeting.

ARTICLE 2: Code of Conduct

CHAPTER 1. Roles and Responsibilities

1.01. Whole Council

The Council as a whole is a policy-making board and as such, it is not the duty of the Council to administer the day-to-day operations of the City. Many items will come before the Council as required by City ordinance, but many issues are more discretionary in nature. It is important that the Council and the City Teammates work together to differentiate between administrative duties which are relevant to Teammates, and those decisions which are of a policy- making nature and should come before the Council. All Councilmembers, including those serving as Presiding Officer, have equal votes. No Councilmember has more power than any other Councilmember, and all should be treated with equal respect.

1.02. Council President

In addition to Section 1.01, the Council President presides over official Council meetings.

1.03. Annual Appointments to Various Committees, Seating Upon the Dais

1.03(A). At the first meeting of the City Council annually, Councilmembers shall approve their appointed positions to various boards, commissions, or committees, as dictated by City Ordinance, City Charter, state law, and various joint powers agreements. The Council President will provide a list of recommended appointments, taking into account a survey of Councilmember preferences as conducted by City Administration and shared with the Council President.

1.03(B). The document listing the annual appointments to various committees provided at the meeting shall denote which appointments have full voting privileges vs. voluntary involvement and/or advisory capacity only. A Councilmember serving in a voluntary capacity and as an informational conduit for the Council should not attempt to influence the votes of other board, commission, or committee members.

1.03(C). The seating on the dais of the Mayor and the Councilmembers shall be by consecutive Council ward number from left to right and from smallest number to largest number when facing the dais, starting with the Mayor. The Council President shall be in the middle. The City Administrator shall be seated on the opposite end from the Mayor.

CHAPTER 2. Internal Council Conduct

The Council exists to work in the interest of the public. The Council should strive to work as a team in achieving the best outcome for the community. The Council should conduct business in a civil, efficient, and cooperative manner with other members of the Council and City Teammates. It is incumbent upon the members of Council to listen to one another and give full opportunity for all viewpoints to be heard. All disagreements should be handled in a civil fashion.

2.01. City Teammates and the Public

Public decision-making must be fair and impartial and shall not be discriminatory on the basis of those protected classes outlined in federal, state, and City laws and ordinances. City of Rochester policy dictates that elected officials and advisory board members conduct business in a manner which, both internally and in relation to each other and their constituencies, is free from illegal discrimination based on race, color, creed, religion, national origin, sex, disability, age, marital status, socio-economic status, or sexual orientation.

2.02. Recording, Livestreaming, and Broadcasting Meetings

2.02(A). All regular business meetings and special business meetings of the City Council are public meetings under the provisions of Minnesota State Statutes. Executive (closed) sessions of these meetings may exclude the public from attendance, provided that the statutory mandates are met in announcing the meetings and conformance with the requirements during the meetings has occurred. Minutes of all meetings of the Council are required to be made and retained by the City Clerk. Minutes of regular business meetings and special business meetings, excluding the executive sessions, are available to the public following approval of the minutes by the Council. Each of the Council meetings is to be broadcast in real time on the City Council Meeting Livestream, and audio/video-recorded via the same Council livestream. Those recordings of meetings will become an official part of the approved minutes. Audio/video ("video") recording of each meeting will then be made available to the public through the City's internet website via the Council Meeting page.

2.02(B). In addition to the livestreaming and recording of the regular business meetings, there will be a cable broadcast of the meetings, and a recording of those broadcasts. The broadcasts are transmitted in real time on the Public Access Channel over the cable television network provided in the City, and beyond. Each entire meeting is recorded as hereinafter specified.

2.02(B)(i). Regular Business Meetings and Special Business Meetings. Regular business meetings and special business meetings, including emergency meetings, shall be video recorded from the opening of the meeting to adjournment. An interruption of the recording may occur during a recess to executive session or during breaks as prescribed in the Rules (Rule 1, Sec. F.) Further business may be conducted by the Council following an executive (closed) session. The livestream recording will follow the same period of recording.

2.02(B)(ii). Emergency Meetings. Audio recording of special meetings shall be made by the City Teammates unless such is not available due to emergency conditions. In the instance that recording is not available, written minutes of the meeting shall be made either by the City Clerk or another available City teammate.

2.02(B)(iii). Executive (Closed) Sessions. An executive session of any Council meeting shall be audio recorded from its onset to adjournment with exceptions as provided by Minn State Statutes 13D. The recording shall be confidentially retained by the City Clerk. Such recording shall remain confidential until otherwise directed by law or upon receipt of a valid court order. Any court order received shall be retained by the City Clerk together with the associated recording.

2.02(C). Council Study Sessions. Council Study Session meetings will be available to the public via the City's official livestream and/or the City's YouTube channel, as well as being broadcast live on cable, when the meeting is hosted in the Council Chambers. Study Sessions hosted in a space lacking the capability to livestream to the online feeds or broadcast live to cable will be recorded, re-broadcast to the government access channel, and archived. Exceptions to recording may occur for experiential study sessions or learning sessions (e.g. tours) as allowed by Minn Stat. 13D, but will remain open to the public, and be recorded if possible.

2.03. Placing Items on the Business Meeting Agenda

2.03(A). Generally, the business agenda for each meeting will be generated by the City Clerk in conjunction with City Administration. The items shall be suggested and prepared by City teammates. Regular business meeting agendas are published by the end of the business day on the Wednesday before the regularly scheduled business meetings.

2.03(A)(i). Councilmembers submitting questions regarding items on the agenda by Thursday at 5:00 p.m. may expect a response from City teammates by end of business the next day.

2.03(A)(ii). Councilmembers submitting questions regarding business agenda items from Friday through Sunday at 5:00 p.m. can expect a response by Noon on the day of the regular business meeting. Similar timeframes are inferred for meetings scheduled on alternate days due to conflicts with holidays or observances.

2.03(A)(iii). Councilmembers wishing to remove items from the "Consent Agenda" portion of the regular business meeting shall do so no later than 1:00 p.m. on the meeting day by notifying the City Administrator and the City Clerk of the item being pulled; Councilmembers shall provide a brief explanation so that the body may be notified. Councilmembers are also encouraged to share whether they intend to have Other Business by 1:00 p.m., including a topic when possible.

2.03(B). A Councilmember may request an item be considered on a future agenda by submitting a Council Iinitiated Aaction (CIA) form to City Administration, along with a second by another Councilmember. In order to allow sufficient time for administration to review and City Teammates to research the matter, the request shall immediately enter a review period of 15 business days. The requesting Councilmember shall submit all written material associated with the request to the City Clerk within the fifteen-day review period for distribution to the Council. Following administrative review, the CIA shall be placed on the next possible meeting agenda. The request may be placed sooner, or later, due to time constraints at the discretion of City Administration. It is not anticipated that Council action on the item will be taken at the meeting where the CIA is considered. The CIA shall be used to direct staff time and resources for consideration of an item at a future Council meeting.

2.03(C). The Mayor may request an item be considered on a future agenda by submitting a Mayor Initiated Action (MIA) form ~~request~~ to City Administration. The request shall immediately enter a review period of 15 business days. Following this review, the request shall be placed on the next possible meeting agenda, as the final item in the Reports and Recommendations section. The request may be placed sooner, or later, due to time constraints at the discretion of City Administration. The Mayor shall submit all written material associated with the request to the City Clerk within the fifteen-day review period for submission to the Council. It is not anticipated that Council action on the item will be taken at the meeting where the MIA is considered. The MIA shall be used to direct staff time and resources for consideration of an item at a future Council meeting.

2.03(D). Any board or commission of the City may request an item be considered on a future agenda under reports and recommendations by majority vote of the board or commission. The City Teammate advising the board or commission shall work with City Administration to place the item on the agenda and shall submit all written material to the clerk at least ten days prior to the meeting.

2.04. Requesting a Study Session

A Councilmember may suggest an item be presented in a study session meeting to acquire information. Said item shall be put in the queue to be placed on a scheduled study session agenda, provided a second to the proposal is received from another Councilmember.

2.05. Travel Policy & Expenditure Guidelines

Councilmembers shall follow the same travel policies and expenditure guidelines as City employees generally, with budgeted travel dollars distributed evenly among Councilmembers, in compliance with adopted Resolution No. 296-22. Training and travel requests shall be made through City Administration, and an Administration Teammate will book and register the Councilmember accordingly to assist and ensure that the spirit of travel policy is met, including, but not limited to, reasonable airfare, length of stay, and meal reimbursement as allowed.

CHAPTER 3. Council Conduct with City Teammates

3.01. Direction to Teammates for Projects

Direction is given to the City Teammates to pursue items that generally impact the public policy of the City by determining that there is little or no opposition during a study session, or through a direct binding majority vote of the Council at a special or regular business meeting. This majority direction can occur either by bringing forward a CIA (see 2.03(B)) or by making a motion under other business on the regular business agenda. Once the direction is given, the City Administrator shall assign the work to a Teammate, or advise the Council that the City needs additional City staffing to carry out the task. City Teammates, including the direct employees of the Council (the City Administrator and City Attorney), are not obligated to pursue items for only one Councilmember. If a Councilmember wishes to ask City Teammates to work on an item requiring more than thirty minutes, they must receive the consent of the Council as denoted above in this paragraph.

3.02. Request for Information on Non-Agenda Items

City Teammates carry out the day-to-day business of operating the City. The Council should keep this in mind when requesting information or asking to perform these functions. Generally, all interactions with City teammates should flow through the City Administrator.

If a Councilmember is asking for information from City Teammates that will require more than thirty minutes of their time to collect and/or research a problem and prepare a response, the request will need to be approved by the Council to ensure that Teammate resources are allocated in accordance with overall Council priorities.

3.03. Interaction with City Teammates

It is not appropriate for Councilmembers to admonish City Teammates when disagreeing with the information brought forth for presentation to the governing body. Concerns should be taken up with the City Administrator, and if an issue is identified that needs to be addressed by the whole Council, it will be brought forth accordingly. In any event, there shall be no personal attacks on City Teammates.

3.04. Connecting Residents with Teammate Resources

Councilmembers are encouraged to generally avoid addressing individual community member issues during the Other Business section of Regular Council business meetings. In day-to-day community interactions, Councilmembers need not act as intermediaries between City teammates and community members when advocating for a community issue brought directly to the Councilmember. Councilmembers may connect community members to the appropriate City resource when contacted about various issues by reaching out to Administration or Department Heads and requesting follow-up as needed. Administration or Department Heads shall address the issue or delegate it to the appropriate teammate for follow-up. Further follow-up with the Councilmember by Administration or Department Heads for informational purposes may occur if necessary.

CHAPTER 4. Council Conduct with the Public

4.01. Public Meetings

Making the public feel welcome is an important part of the democratic process. Information for the public on Council meeting procedures as well as guidelines for addressing the Council are outlined in Appendix A and B and shall be followed at all times. Recognizing that the actions of each Councilmember impact the public perception of the whole Council, Councilmembers shall strive to treat the public with respect.

4.02. Disruption of Public Meetings

Any member of the public will be allowed to appear and speak before the Council during open comment periods and public hearings, subject to time limitations addressed in Appendix A, unless the member of the public disrupts or otherwise impedes the orderly conduct of any Council meeting, hearing, or other proceeding of the Council. Disruption is

defined generally as, but not limited to, using threatening or obscene language, personal defamatory statements, indecent or threatening behavior, or violent actions. If, after receiving a warning from the Presiding Officer, a person persists in such conduct or otherwise continues to disrupt the meeting, the Presiding Officer, pursuant to the rules adopted by the Council, may expel the member of the public and direct them to leave the meeting. Any Councilmember may appeal the order of the Presiding Officer, and upon a majority vote of the Council, such order of the Presiding Officer may be set aside. Such a vote is undebatable. Such a person may be readmitted at a future meeting as long as there are not further disturbances or disruptions by such person at that public meeting. Nothing herein shall limit or restrain negative, positive, or neutral commentary about the manner in which an individual employee, officer, official, or Councilmember carries out their duties in public office or employment.

4.02(A). To preserve the order and decorum of City Council meetings, the volume on all electronic devices including but not limited to cellular telephones, pagers, or computers should be turned off or set to vibrate.

4.03. Written Public Comment

Interested parties, or their authorized representatives, may address the Council through written communication about any matter concerning City business addressing the City Clerk, who shall distribute the written communication to Councilmembers. Written communication may also be submitted to the City Council through electronic correspondence at publiccomment@rochestermn.gov.

4.04. Individual Councilmembers and Representation of the Council as a Whole

4.04(A). In public settings and/or conversations with community members, individual Councilmembers may reflect on Council decisions and City policy generally but shall refrain from speaking on behalf of the body regarding City business.

4.04(B). Councilmembers may not use City letterhead for personal matters.

4.04(C). Councilmembers shall refrain from committing the City to outcomes of any kind relating to any project or individual community member's needs when no clear direction has been provided by the Council on such matters.

APPENDIX A

CITY OF ROCHESTER, MN
COUNCIL MEETING PROCEDURES

WELCOME TO A MEETING OF THE ROCHESTER CITY COUNCIL

Rochester City Council welcomes your participation in matters before the Council. When meeting in the Council chamber, members of the Council are seated at the dais and each has a nameplate for recognition. The Council meets generally the first and third Monday of each month at 6:00 p.m. in the Council chamber and holds study session meetings as needed, typically every other Monday at 3:30 p.m., as well as other meeting dates when required.

AGENDA FOR COUNCIL MEETINGS

Printed meeting agendas are made available just prior to or during the meeting and are placed near the door to the Council chamber. The agenda may also be downloaded from the City's website as soon as the agenda is published, typically the Wednesday prior to the meeting after 3:00 p.m.

COPIES OF AGENDA ITEMS

Agenda items may be downloaded from the City's website. Any writings distributed during a public meeting will be available for public inspection at the meeting if prepared by City Teammates or a Councilmember. Materials prepared by someone else are available after the meeting as attachments to the meeting minutes.

PUBLIC PARTICIPATION – OPEN COMMENT PERIOD

The Council welcomes suggestions and comments that meet the needs of the City and improve its operation. The Council also welcomes questions about its responsibilities or decisions. Participants may not speak during the open comment period on items otherwise scheduled for a public hearing at the same meeting. Participants are further encouraged to limit comments generally to topics that are within the scope and jurisdiction of the Council's ability to affect policy.

To address the Council, put your name on the open comment sign-up sheet prior to the meeting, located on a table in the rotunda outside the chamber. Sign-up sheets are available 30 minutes prior to the meeting. Early sign-up is not available. Sign-up is first-come, first-served. When your name is called, please step to the podium and speak into the microphone to address the Council. If unable to sign up before the meeting, an opportunity to speak after the sign-up sheet is exhausted may be given if time permits.

PUBLIC PARTICIPATION – PUBLIC HEARINGS

The Council holds public hearings as required by City ordinance and state statute. All members of the community wishing to speak about items during a public hearing may do so either in-person, virtually, or in writing. If attending in person, sign in on the public hearing sign-up sheet prior to the meeting, located in the rotunda outside the chamber. Sign-up sheets are available 30 minutes prior to the meeting. Early sign-up is not available. Sign-up is first-come, first-serve. When your name is called, please step to the podium, and speak into the microphone to address the Council. If unable to sign up before the meeting, an opportunity to speak after the sign-up sheet is exhausted will be given by the Presiding Officer before closing the public hearing.

RECORD OF SPEAKERS

A sign-up sheet is provided outside of the Council chamber prior to the meeting. Members of the community shall write their name on the sign-up sheet so they may be recorded in the meeting minutes. The Presiding Officer will ask each person to state their name to introduce themselves before speaking. Community members in attendance who did not sign-up on the designated sheet ahead of time will be asked to check in with the City Clerk after their comments to provide their name for the record.

WRITTEN MATERIAL

Any person providing written or other material to the Council at the meeting shall provide the material directly to the City Clerk and refrain from approaching the dais. The City Clerk shall then disseminate the material to Councilmembers and Teammates as necessary and retain a copy for the official City record.

WRITTEN PUBLIC COMMENTS

Public comments on any topic may be submitted in writing to the City Clerk by mail or email until 3:00 p.m. on the day of the meeting or in-person at the meeting. Written comment forms will be available at the sign-in table should any person present at the meeting prefer to submit a comment in writing as opposed to speaking in-person.

1. **Written public comments offered on a topic not currently in front of the Council**. A written public comment received regarding non-agenda items (an "open comment"), will be distributed to the Council, Mayor, and City Administration.
2. **Open comments submitted in writing regarding items that have already had a public hearing.** Written public comments received by the City Clerk via mail or email after a public hearing has been closed will be distributed to the Council, Mayor, and City Administration but are not entered into any specific meeting record.
3. **Email and mail-in written comments for open comment and public hearings.**

It is strongly recommended that email and mail-in written comments be submitted no later than 12:00 p.m. on the day of the meeting. Mail and email comments received after 12:00 p.m. on the day of the meeting may or may not be circulated to the Council prior to the meeting. Written comments about public hearings will not be accepted after the public hearing is closed unless the comment was written at the same meeting as the public hearing using the available forms. In the event an item was continued and the public hearing remains open, written comments will continue to be received and distributed in the manner described above. Public comments received, if any, will be circulated to the Council and Mayor on or around 1:00 p.m. on the day of the meeting. Public comments received, if any, after 1:00 p.m. the day of the meeting or received in writing in-person at the meeting will be distributed the next day.

VIRTUAL ATTENDANCE

Each City Council agenda will provide a call-in number so members of the public may attend the meeting virtually for listening purposes only. Attendees may also log in as an attendee via Zoom to view and listen to the meeting only.

DISABILITY ACCOMMODATION

City Council meetings are open to the public. Requests for accommodation from persons with disabilities must be made to the City Clerk's office at least 2 business days in advance of a meeting. The City Clerk's office may be reached at 507-328-2900. Anyone who has difficulty hearing the proceedings of a meeting may request a portable listening device from the City Clerk's office. The device works directly from the public address system. The listener can hear all speakers who are using a microphone. Anyone who is hearing impaired and requires the services of an interpreter to observe or participate in a meeting should contact the City Clerk's Office at least seven days prior to the date of the meeting to request accommodation.

MICROPHONES

City Council meetings are recorded and televised when held in the Council chamber. To ensure a clear audio signal, public speakers must use the podium microphone when addressing the Council.

TIME LIMITS

The open comment section of the agenda is limited to 20 minutes and each speaker is limited to a total of two (2) minutes. Speakers may not yield time to other speakers during the open comment period. Persons may only speak at one open comment period per calendar month. For all public comments, the Presiding Officer and the clerk shall monitor a timer. The timer will display a green light to start. The timer will change to yellow when

the speaker has one minute left. The timer will display red when the speaker's time has expired.

For public hearings, applicants will have up to 10 minutes to present their item. The Presiding Officer will then open the public hearing, and anyone wishing to speak about the item will be allowed to speak one time for up to five (5) minutes. The public hearing will then be closed. Applicants will have a five-minute rebuttal period following the close of the public hearing to address any concerns. The applicant may remain at the podium to answer follow-up informational questions from the Council if necessary.

ELECTRONIC DEVICES

To preserve the order and decorum of City Council meetings, the volume on all electronic devices, including but not limited to cellular telephones, pagers, or computers should be turned off or set to vibrate.

EXECUTIVE (CLOSED) SESSION

A description of executive (closed) session items will appear when applicable under the adjournment section.

MINUTES

The official minutes of Council meetings are prepared and kept by the City Clerk. The Council reviews and approves the minutes in most cases at the next regular meeting. Copies of approved minutes are available at the City Clerk's office or on the City's website.

APPENDIX B

GUIDELINES FOR ADDRESSING THE COUNCIL

1. Persons attending a City Council meeting may address the Council during the period of time specified on the agenda.

2. Audience members wishing to address the Council should approach the podium, speak directly into the microphone, and state their name before making general remarks.

3. All remarks should be directed to the Presiding Officer. The Presiding Officer may wish to refer any questions to the proper Councilmember or to City Teammates for follow- up at a later time.

4. Public comments should not include threatening or obscene language, personal defamatory statements, or any disorderly conduct that impedes, disrupts, or disturbs the meeting, hearing, or other proceeding.

5. Large groups are encouraged to express their views through a single spokesperson rather than individually. Speakers should observe the time limit. The group representative will not receive additional time. Those who identify as part of the group shall also not receive additional time unless the comment provides substantially different material information. A 2/3 vote in the affirmative of a majority of Councilmembers present may suspend the rules and allow more time for continued public comment.

6. To maintain order, applause or other unnecessary disturbances are not allowed.

7. Petitions should be presented to the City Clerk.

8. Audience members are encouraged to speak before the Council during the designated times as outlined in this document. Audience members cannot make motions or otherwise participate in the meeting.

END DOCUMENT

Previously revised in accordance with these rules on: August 2, 2021; August 16, 2021; December 13, 2021; November 20, 2023; January 8, 2024; July 7, 2025.

RULES OF PROCEDURE & CODE OF CONDUCT

for

THE ROCHESTER, MN CITY COUNCIL

As Adopted

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ARTICLE 1: Rules of Procedure

Rule 1. Meetings

A. Regular Meeting. Regular meetings of the Rochester City Council (Council) shall be held at 6:00 p.m. on the first and third Monday of every month in the Council Chambers unless otherwise noticed.

1. If the first or third Monday falls on a City holiday, Christmas Eve, or New Year's Eve, the regular meeting shall be held at 6:00 p.m. on the next Wednesday, or on any other day convenient for the Council, subject to proper noticing guidelines as prescribed by open meeting law.
2. No fixed duration applies to regular Council meetings; however, any public hearing beginning after 10:15 p.m. would be opened and continued to the next regular meeting and be placed at the top of the order of public hearings.

B. Study Session Meetings. Study session meetings may be scheduled by the Council as needed. Regular study session meetings shall be held in the Council Chambers at 3:30 p.m. on Mondays when no regular meeting of the Common Council is scheduled.

C. Special Meetings. A special meeting, or any change in the time or location of a regular meeting, may only be called by the Mayor, Council President, or any two Councilmembers by notifying the City Clerk. The City Clerk shall notify each member of the Council and notice the meeting pursuant to state and municipal law.

D. Quorum. Four Councilmembers shall be a quorum for the transaction of business, but in the absence of a quorum, the members present may adjourn the meeting to a later date.

E. Conducting or Attending a Meeting by Interactive Technology.

1. A meeting of the Council may be conducted via interactive technology as long as:
   a. All members of the Council participating in the meeting, wherever their physical location, can hear and see one another and can hear all discussion and testimony presented at any location at which at least one member is present;
   b. Members of the public present at the regular meeting location of the Council can hear all discussion and testimony and all votes of the members of the Council,;
   c. At least one member of the Council, as well as the chief legal counsel or

their designee, or the chief administrative officer or their designee is physically present at the regular meeting location,;

d. All votes are conducted by roll call, so each member's vote on each issue can be identified and recorded; and
e. The member participating via interactive technology is traveling on official City business, up to three meetings per calendar year; or
f. The member participating via interactive technology is serving in the military and is at a required drill, deployed, or on active duty; or
g. The member participating via interactive technology has been advised by a healthcare professional against being in a public place for personal or family medical reasons.

F. Breaks. During all regular, special, and study session meetings, the Council shall take a break, not to exceed 10 minutes, after 90 to 120 minutes of meeting time. The break shall occur between agenda items, if practical, and shall be called by the Presiding Officer.

Rule 2. Presiding Officer

A. Conduct of Meeting. The presiding officer at all meetings of the council shall be the council member-at-large, also known as the council president. In the council president's absence, the presiding officer shall be designated by the council president. The designation shall be made in advance and in writing to the City Clerk and must include the name of the designated presiding officer and the time period of designation. In the event the council president has failed to designate an available substitute, then the most tenured available council member shall serve as council president. In the event of equal tenure, the lowest numerical ward member shall serve as council president.

B. The Presiding Officer shall conduct the business and deliberations of the council under these rules. Specifically, the Presiding Officer shall:

1. Preserve order and decorum in the Council chambers.
2. Observe and enforce all rules adopted by the Council for its government.
3. Decide all questions on order, in accordance with these rules.
4. Recognize members of the Council in the order in which they request the floor. No member shall be recognized and given the floor to speak on the same matter more than once until after all other members of the Council have had an opportunity to be recognized and heard.
5. Retain the authority during public comment to determine whether a speaker's remarks fail to comply with these rules or exceed the scope of the designated

forum. The Presiding Officer shall have the authority to suspend such person's right to speak, subject to the Council's right to overrule such decision.

C. **Absence of Mayor.** In the Mayor's absence, the Council President shall be the acting Mayor and shall have all powers of the Mayor, except the power to veto.

Rule 3. Remarks and Debate

A. **Speaking to the Motion.** Councilmember remarks are limited to a total of eight minutes on each agenda item. Councilmembers may forfeit their time to speak to another Councilmember without a vote. For purposes of this section, questions asked of City teammates, applicants, or the public are not included in the limitation on the number of times spoken or the length of time spoken.
B. **Interruption.** No member of the Council shall interrupt or argue with any other member while such member has the floor.
C. **Courtesy.** Members of the Council shall be courteous in their language and demeanor in the discussion, comments, or debate of any matter, and shall not engage in disorderly behavior, make personal comments, derogatory remarks, or insinuations in respect to any other member of the Council, any City teammate, or the public.
D. **Discipline.** If a member of the Council violates these rules, the Presiding Officer shall call such member to order, in which case such member shall be silent except to explain or continue in order. Any other member of the Council may, under a point of order, call the Presiding Officer or other member to order. Additional discipline may include, but is not limited to, a verbal admonition, public reprimand, and expulsion from the meeting at which the conduct is occurring.
E. **Challenge.** Any member of the Council shall have the right to challenge any action or ruling of the Presiding Officer, or member, in which case the decision of the majority of the members of the Council present, including the Presiding Officer, shall govern.
F. **City Teammates.** The City Administrator, City Attorney, and the City Clerk or their designees shall have the right to enter into a discussion of any matter coming before the Council. Other City Teammates may enter into a discussion through the City Administrator or designee or when asked a direct question by a member of the Council. When City Teammates provide presented materials on agenda items, presentations should be brief, not-to-exceed 15 minutes. City Teammates may attend meetings virtually but must be able to be clearly heard and seen while giving testimony before the Council.

Rule 4. Order of Business

A. Order of Business. The order of business shall be as follows:

1. Pledge of Allegiance
2. Open Comment Period
3. Call to Order/Roll Call
4. City Administrator Report
5. Mayor Report
6. Order of Agenda
7. Consent Agenda
8. Public Hearings
9. Reports and Recommendations
10. Ordinance Readings
11. Council Initiated Actions
12. Tabled Items
13. Other Business
14. Adjournment

B. Consent Agenda. All matters listed under the consent portion of the agenda are considered routine by the Council and will be voted on in block by one motion. There will not be separate discussion of these items. City Teammates shall have discretion on what items are placed on the consent agenda.

C. Pulling Consent Agenda Items. Any Councilmember may have any item removed from the consent agenda before voting has finished on said agenda for separate consideration without a second or a vote *(see 2.03(A)(iii) for considerations on timing.)*

Rule 5. Motions

A. Making a Motion. For an item to be brought to the floor, a Councilmember shall make a motion. Items shall be brought to the floor in the order of the agenda.

B. Seconding a Motion. Generally, motions must receive a second for action. A motion that has been seconded cannot be withdrawn without the expressed consent of the seconder. When a second is made, the Presiding Officer will state the names of the respective Councilmembers making and seconding the motion. When a motion does not receive a second, it dies.

C. Motions – No Second Required. The following motions do not require a second:

1. Call for Nominations.

2. Request for a Roll Call vote.
3. Point of Order (*see Rule 5.E.3*).
4. Withdrawing a Motion (*before a second has occurred*).
5. Calling the Previous Question (*or colloquially "calling the question"*) (*see Rule 5.E.5*).
6. Withdrawing a Second.

D. Amending a Motion. Generally, any Councilmember may move to amend a pending main motion. Amending the main motion may not go more than two amendments deep before a vote must occur to dispense with the most recent amendment. Second-tier motions to amend must be germane to the first amendment, and all amendment motions must be dispensed with before a new amendment to the main motion can be made.

E. Common Motions Defined.

1. **Continue to a Date Certain.** Any Councilmember may move to continue an item to a date certain which will delay consideration of an item until a specified date.
2. **Table (Postpone Indefinitely.)** Any Councilmember may move to table an item, which will delay consideration of an item until an unspecified date.
3. **Point of Order.** Any Councilmember may raise a point of order at any time. A point of order means that the Councilmember is asking for a ruling on whether the rules of procedure are being followed. The point of order shall first be made to the Presiding Officer for a ruling. The member may appeal the Presiding Officer's ruling to the Council, which may affirm or overrule the Presiding Officer's ruling by a majority vote of the Councilmembers present. The initial point of order directed to the Presiding Officer or the Council does not require a second and is not subject to amendment.
4. **Reconsideration.** No motion to reconsider a vote shall be in order except by a Councilmember who voted on the prevailing side during the same or next meeting. Any member of the Council shall have the right to change their vote at any time before final action is taken.
5. **Calling the Previous Question.** Any Councilmember may call a vote on the motion (Calling the "Previous Question"). If a Councilmember "calls the question," the Presiding Officer shall allow any Councilmembers that have not spoken to the motion one chance to speak. The Presiding Officer shall then call for a vote, after which a vote shall take place.

I. Precedence of Motions. When a question is under consideration, no motion shall be entertained except as follows, such motions having precedence in order

as stated:

1. To adjourn. (Not debatable.)
2. Point of Order (Not debatable, no second required.)
3. To call the question. (Not debatable.)
4. To remove an item from the agenda.
5. To lay on the table. (temporarily table within a single meeting.)
6. To call the question. (Not debatable, no second required.)
7. To continue to a date certain.
8. To amend.
9. To substitute.
10. To table (postpone indefinitely.)
11. Main motion.
12. Motion to reconsider.

F. Discussion on the Motion. The Council may discuss a pending motion only after the motion has been moved and seconded unless otherwise specified.

G. Approval or Denial. If a motion is made to approve any application or other action where the Council has a quasi-judicial matter before it, and the Council does not approve the motion, one of the Councilmembers voting no shall make a motion to deny the application, citing at least one legal reason for the denial. A Councilmember may ask the City Attorney or other Teammates to assist them in stating the reasons for denial.

H. No Opposition. If the Presiding Officers determines there is no opposition to a motion, the Presiding Officer may ask if there is any objection to the proposed action. If there is none, the Presiding Officer shall announce the result. In this situation the action shall be done by unanimous consent.

Rule 6. Suspension of Rules

No rule shall be suspended except by a 2/3 vote in the affirmative by the Councilmembers present at the meeting. A motion to suspend a rule is not debatable. The vote on the motion to suspend may be by voice vote of the Council, unless a member requests a roll call.

Rule 7. Ordinances

Reading of ordinances shall be deemed sufficient by the reading of a brief synopsis of the title of the ordinance. A full reading shall not be required unless requested by any Councilmember and a majority vote of the Councilmembers present.

Rule 8. Robert's Rules of Order

Robert's Rules of Order (newest revision) shall govern any questions of practice or

procedure not provided for by these rules.

Rule 9. Amending these Rules

Amendments to these rules shall be made by resolution and shall require a 2/3 vote in the affirmative by the Councilmembers present at the meeting.

ARTICLE 2: Code of Conduct

CHAPTER 1. Roles and Responsibilities

1.01. Whole Council

The Council as a whole is a policy-making board and as such, it is not the duty of the Council to administer the day-to-day operations of the City. Many items will come before the Council as required by City ordinance, but many issues are more discretionary in nature. It is important that the Council and the City Teammates work together to differentiate between administrative duties which are relevant to Teammates, and those decisions which are of a policy- making nature and should come before the Council. All Councilmembers, including those serving as Presiding Officer, have equal votes. No Councilmember has more power than any other Councilmember, and all should be treated with equal respect.

1.02. Council President

In addition to Section 1.01, the Council President presides over official Council meetings.

1.03. Annual Appointments to Various Committees, Seating Upon the Dais

1.03(A). At the first meeting of the City Council annually, Councilmembers shall approve their appointed positions to various boards, commissions, or committees, as dictated by City Ordinance, City Charter, state law, and various joint powers agreements. The Council President will provide a list of recommended appointments, taking into account a survey of Councilmember preferences as conducted by City Administration and shared with the Council President.

1.03(B). The document listing the annual appointments to various committees provided at the meeting shall denote which appointments have full voting privileges vs. voluntary involvement and/or advisory capacity only. A Councilmember serving in a voluntary capacity and as an informational conduit for the Council should not attempt to influence the votes of other board, commission, or committee members.

1.03(C). The seating on the dais of the Mayor and the Councilmembers shall be by consecutive Council ward number from left to right and from smallest number to largest number when facing the dais, starting with the Mayor. The Council President shall be in the middle. The City Administrator shall be seated on the opposite end from the Mayor.

CHAPTER 2. Internal Council Conduct

The Council exists to work in the interest of the public. The Council should strive to work as a team in achieving the best outcome for the community. The Council should conduct business in a civil, efficient, and cooperative manner with other members of the Council and City Teammates. It is incumbent upon the members of Council to listen to one another and give full opportunity for all viewpoints to be heard. All disagreements should be handled in a civil fashion.

2.01. City Teammates and the Public

Public decision-making must be fair and impartial and shall not be discriminatory on the basis of those protected classes outlined in federal, state, and City laws and ordinances. City of Rochester policy dictates that elected officials and advisory board members conduct business in a manner which, both internally and in relation to each other and their constituencies, is free from illegal discrimination based on race, color, creed, religion, national origin, sex, disability, age, marital status, socio-economic status, or sexual orientation.

2.02. Recording, Livestreaming, and Broadcasting Meetings

2.02(A). All regular business meetings and special business meetings of the City Council are public meetings under the provisions of Minnesota State Statutes. Executive (closed) sessions of these meetings may exclude the public from attendance, provided that the statutory mandates are met in announcing the meetings and conformance with the requirements during the meetings has occurred. Minutes of all meetings of the Council are required to be made and retained by the City Clerk. Minutes of regular business meetings and special business meetings, excluding the executive sessions, are available to the public following approval of the minutes by the Council. Each of the Council meetings is to be broadcast in real time on the City Council Meeting Livestream, and audio/video-recorded via the same Council livestream. Those recordings of meetings will become an official part of the approved minutes. Audio/video ("video") recording of each meeting will then be made available to the public through the City's internet website via the Council Meeting page.

2.02(B). In addition to the livestreaming and recording of the regular business meetings, there will be a cable broadcast of the meetings, and a recording of those broadcasts. The broadcasts are transmitted in real time on the Public Access Channel over the cable television network provided in the City, and beyond. Each entire meeting is recorded as hereinafter specified.

2.02(B)(i). Regular Business Meetings and Special Business Meetings. Regular business meetings and special business meetings, including emergency meetings, shall be video recorded from the opening of the meeting to adjournment. An interruption of the recording may occur during a recess to executive session or during breaks as prescribed in the Rules (Rule 1, Sec. F.) Further business may be conducted by the Council following an executive (closed) session. The livestream recording will follow the same period of recording.

2.02(B)(ii). Emergency Meetings. Audio recording of special meetings shall be made by the City Teammates unless such is not available due to emergency conditions. In the instance that recording is not available, written minutes of the meeting shall be made either by the City Clerk or another available City teammate.

2.02(B)(iii). Executive (Closed) Sessions. An executive session of any Council meeting shall be audio recorded from its onset to adjournment with exceptions as provided by Minn State Statutes 13D. The recording shall be confidentially retained by the City Clerk. Such recording shall remain confidential until otherwise directed by law or upon receipt of a valid court order. Any court order received shall be retained by the City Clerk together with the associated recording.

2.02(C). Council Study Sessions. Council Study Session meetings will be available to the public via the City's official livestream and/or the City's YouTube channel, as well as being broadcast live on cable, when the meeting is hosted in the Council Chambers. Study Sessions hosted in a space lacking the capability to livestream to the online feeds or broadcast live to cable will be recorded, re-broadcast to the government access channel, and archived. Exceptions to recording may occur for experiential study sessions or learning sessions (e.g. tours) as allowed by Minn Stat. 13D, but will remain open to the public, and be recorded if possible.

2.03. Placing Items on the Business Meeting Agenda

2.03(A). Generally, the business agenda for each meeting will be generated by the City Clerk in conjunction with City Administration. The items shall be suggested and prepared by City teammates. Regular business meeting agendas are published by the end of the business day on the Wednesday before the regularly scheduled business meetings.

2.03(A)(i). Councilmembers submitting questions regarding items on the agenda by Thursday at 5:00 p.m. may expect a response from City teammates by end of business the next day.

2.03(A)(ii). Councilmembers submitting questions regarding business agenda items from Friday through Sunday at 5:00 p.m. can expect a response by Noon on the day of the regular business meeting. Similar timeframes are inferred for meetings scheduled on alternate days due to conflicts with holidays or observances.

2.03(A)(iii). Councilmembers wishing to remove items from the "Consent Agenda" portion of the regular business meeting shall do so no later than 1:00 p.m. on the meeting day by notifying the City Administrator and the City Clerk of the item being pulled; Councilmembers shall provide a brief explanation so that the body may be notified. Councilmembers are also encouraged to share whether they intend to have Other Business by 1:00 p.m., including a topic when possible.

2.03(B). A Councilmember may request an item be considered on a future agenda by submitting a Council Initiated Action (CIA) form to City Administration, along with a second by another Councilmember. In order to allow sufficient time for administration to review and City Teammates to research the matter, the request shall immediately enter a review period of 15 business days. The requesting Councilmember shall submit all written material associated with the request to the City Clerk within the fifteen-day review period for distribution to the Council. Following administrative review, the CIA shall be placed on the next possible meeting agenda. The request may be placed sooner, or later, due to time constraints at the discretion of City Administration. It is not anticipated that Council action on the item will be taken at the meeting where the CIA is considered. The CIA shall be used to direct staff time and resources for consideration of an item at a future Council meeting.

2.03(C). The Mayor may request an item be considered on a future agenda by submitting a Mayor Initiated Action (MIA) form to City Administration. The request shall immediately enter a review period of 15 business days. Following this review, the request shall be placed on the next possible meeting agenda, as the final item in the Reports and Recommendations section. The request may be placed sooner, or later, due to time constraints at the discretion of City Administration. The Mayor shall submit all written material associated with the request to the City Clerk within the fifteen-day review period for submission to the Council. It is not anticipated that Council action on the item will be taken at the meeting where the MIA is considered. The MIA shall be used to direct staff time and resources for consideration of an item at a future Council meeting.

2.03(D). Any board or commission of the City may request an item be considered on a future agenda under reports and recommendations by majority vote of the board or commission. The City Teammate advising the board or commission shall work with City Administration to place the item on the agenda and shall submit all written material to the clerk at least ten days prior to the meeting.

2.04. Requesting a Study Session

A Councilmember may suggest an item be presented in a study session meeting to acquire information. Said item shall be put in the queue to be placed on a scheduled study session agenda, provided a second to the proposal is received from another Councilmember.

2.05. Travel Policy & Expenditure Guidelines

Councilmembers shall follow the same travel policies and expenditure guidelines as City employees generally, with budgeted travel dollars distributed evenly among Councilmembers, in compliance with adopted Resolution No. 296-22. Training and travel requests shall be made through City Administration, and an Administration Teammate will book and register the Councilmember accordingly to assist and ensure that the spirit of travel policy is met, including, but not limited to, reasonable airfare, length of stay, and meal reimbursement as allowed.

CHAPTER 3. Council Conduct with City Teammates

3.01. Direction to Teammates for Projects

Direction is given to the City Teammates to pursue items that generally impact the public policy of the City by determining that there is little or no opposition during a study session, or through a direct binding majority vote of the Council at a special or regular business meeting. This majority direction can occur either by bringing forward a CIA (see 2.03(B)) or by making a motion under other business on the regular business agenda. Once the direction is given, the City Administrator shall assign the work to a Teammate, or advise the Council that the City needs additional City staffing to carry out the task. City Teammates, including the direct employees of the Council (the City Administrator and City Attorney), are not obligated to pursue items for only one Councilmember. If a Councilmember wishes to ask City Teammates to work on an item requiring more than thirty minutes, they must receive the consent of the Council as denoted above in this paragraph.

3.02. Request for Information on Non-Agenda Items

City Teammates carry out the day-to-day business of operating the City. The Council should keep this in mind when requesting information or asking to perform these functions. Generally, all interactions with City teammates should flow through the City Administrator.

If a Councilmember is asking for information from City Teammates that will require more than thirty minutes of their time to collect and/or research a problem and prepare a response, the request will need to be approved by the Council to ensure that Teammate resources are allocated in accordance with overall Council priorities.

3.03. Interaction with City Teammates

It is not appropriate for Councilmembers to admonish City Teammates when disagreeing with the information brought forth for presentation to the governing body. Concerns should be taken up with the City Administrator, and if an issue is identified that needs to be addressed by the whole Council, it will be brought forth accordingly. In any event, there shall be no personal attacks on City Teammates.

3.04. Connecting Residents with Teammate Resources

Councilmembers are encouraged to generally avoid addressing individual community member issues during the Other Business section of Regular Council business meetings. In day-to-day community interactions, Councilmembers need not act as intermediaries between City teammates and community members when advocating for a community issue brought directly to the Councilmember. Councilmembers may connect community members to the appropriate City resource when contacted about various issues by reaching out to Administration or Department Heads and requesting follow-up as needed. Administration or Department Heads shall address the issue or delegate it to the appropriate teammate for follow-up. Further follow-up with the Councilmember by Administration or Department Heads for informational purposes may occur if necessary.

CHAPTER 4. Council Conduct with the Public

4.01. Public Meetings

Making the public feel welcome is an important part of the democratic process. Information for the public on Council meeting procedures as well as guidelines for addressing the Council are outlined in Appendix A and B and shall be followed at all times. Recognizing that the actions of each Councilmember impact the public perception of the whole Council, Councilmembers shall strive to treat the public with respect.

4.02. Disruption of Public Meetings

Any member of the public will be allowed to appear and speak before the Council during open comment periods and public hearings, subject to time limitations addressed in Appendix A, unless the member of the public disrupts or otherwise impedes the orderly conduct of any Council meeting, hearing, or other proceeding of the Council. Disruption is

defined generally as, but not limited to, using threatening or obscene language, personal defamatory statements, indecent or threatening behavior, or violent actions. If, after receiving a warning from the Presiding Officer, a person persists in such conduct or otherwise continues to disrupt the meeting, the Presiding Officer, pursuant to the rules adopted by the Council, may expel the member of the public and direct them to leave the meeting. Any Councilmember may appeal the order of the Presiding Officer, and upon a majority vote of the Council, such order of the Presiding Officer may be set aside. Such a vote is undebatable. Such a person may be readmitted at a future meeting as long as there are not further disturbances or disruptions by such person at that public meeting. Nothing herein shall limit or restrain negative, positive, or neutral commentary about the manner in which an individual employee, officer, official, or Councilmember carries out their duties in public office or employment.

4.02(A). To preserve the order and decorum of City Council meetings, the volume on all electronic devices including but not limited to cellular telephones, pagers, or computers should be turned off or set to vibrate.

4.03. Written Public Comment

Interested parties, or their authorized representatives, may address the Council through written communication about any matter concerning City business addressing the City Clerk, who shall distribute the written communication to Councilmembers. Written communication may also be submitted to the City Council through electronic correspondence at publiccomment@rochestermn.gov.

4.04. Individual Councilmembers and Representation of the Council as a Whole

4.04(A). In public settings and/or conversations with community members, individual Councilmembers may reflect on Council decisions and City policy generally but shall refrain from speaking on behalf of the body regarding City business.

4.04(B). Councilmembers may not use City letterhead for personal matters.

4.04(C). Councilmembers shall refrain from committing the City to outcomes of any kind relating to any project or individual community member’s needs when no clear direction has been provided by the Council on such matters.

APPENDIX A

CITY OF ROCHESTER, MN
COUNCIL MEETING PROCEDURES

WELCOME TO A MEETING OF THE ROCHESTER CITY COUNCIL

Rochester City Council welcomes your participation in matters before the Council. When meeting in the Council chamber, members of the Council are seated at the dais and each has a nameplate for recognition. The Council meets generally the first and third Monday of each month at 6:00 p.m. in the Council chamber and holds study session meetings as needed, typically every other Monday at 3:30 p.m., as well as other meeting dates when required.

AGENDA FOR COUNCIL MEETINGS

Printed meeting agendas are made available just prior to or during the meeting and are placed near the door to the Council chamber. The agenda may also be downloaded from the City's website as soon as the agenda is published, typically the Wednesday prior to the meeting after 3:00 p.m.

COPIES OF AGENDA ITEMS

Agenda items may be downloaded from the City's website. Any writings distributed during a public meeting will be available for public inspection at the meeting if prepared by City Teammates or a Councilmember. Materials prepared by someone else are available after the meeting as attachments to the meeting minutes.

PUBLIC PARTICIPATION – OPEN COMMENT PERIOD

The Council welcomes suggestions and comments that meet the needs of the City and improve its operation. The Council also welcomes questions about its responsibilities or decisions. Participants may not speak during the open comment period on items otherwise scheduled for a public hearing at the same meeting. Participants are further encouraged to limit comments generally to topics that are within the scope and jurisdiction of the Council's ability to affect policy.

To address the Council, put your name on the open comment sign-up sheet prior to the meeting, located on a table in the rotunda outside the chamber. Sign-up sheets are available 30 minutes prior to the meeting. Early sign-up is not available. Sign-up is first-come, first-served. When your name is called, please step to the podium and speak into the microphone to address the Council. If unable to sign up before the meeting, an opportunity to speak after the sign-up sheet is exhausted may be given if time permits.

PUBLIC PARTICIPATION – PUBLIC HEARINGS

The Council holds public hearings as required by City ordinance and state statute. All members of the community wishing to speak about items during a public hearing may do so either in-person, virtually, or in writing. If attending in person, sign in on the public hearing sign-up sheet prior to the meeting, located in the rotunda outside the chamber. Sign-up sheets are available 30 minutes prior to the meeting. Early sign-up is not available. Sign-up is first-come, first-serve. When your name is called, please step to the podium, and speak into the microphone to address the Council. If unable to sign up before the meeting, an opportunity to speak after the sign-up sheet is exhausted will be given by the Presiding Officer before closing the public hearing.

RECORD OF SPEAKERS

A sign-up sheet is provided outside of the Council chamber prior to the meeting. Members of the community shall write their name on the sign-up sheet so they may be recorded in the meeting minutes. The Presiding Officer will ask each person to state their name to introduce themselves before speaking. Community members in attendance who did not sign-up on the designated sheet ahead of time will be asked to check in with the City Clerk after their comments to provide their name for the record.

WRITTEN MATERIAL

Any person providing written or other material to the Council at the meeting shall provide the material directly to the City Clerk and refrain from approaching the dais. The City Clerk shall then disseminate the material to Councilmembers and Teammates as necessary and retain a copy for the official City record.

WRITTEN PUBLIC COMMENTS

Public comments on any topic may be submitted in writing to the City Clerk by mail or email until 3:00 p.m. on the day of the meeting or in-person at the meeting. Written comment forms will be available at the sign-in table should any person present at the meeting prefer to submit a comment in writing as opposed to speaking in-person.

1. **Written public comments offered on a topic not currently in front of the Council**. A written public comment received regarding non-agenda items (an “open comment”), will be distributed to the Council, Mayor, and City Administration.
2. **Open comments submitted in writing regarding items that have already had a public hearing.** Written public comments received by the City Clerk via mail or email after a public hearing has been closed will be distributed to the Council, Mayor, and City Administration but are not entered into any specific meeting record.
3. **Email and mail-in written comments for open comment and public hearings.**

It is strongly recommended that email and mail-in written comments be submitted no later than 12:00 p.m. on the day of the meeting. Mail and email comments received after 12:00 p.m. on the day of the meeting may or may not be circulated to the Council prior to the meeting. Written comments about public hearings will not be accepted after the public hearing is closed unless the comment was written at the same meeting as the public hearing using the available forms. In the event an item was continued and the public hearing remains open, written comments will continue to be received and distributed in the manner described above. Public comments received, if any, will be circulated to the Council and Mayor on or around 1:00 p.m. on the day of the meeting. Public comments received, if any, after 1:00 p.m. the day of the meeting or received in writing in-person at the meeting will be distributed the next day.

VIRTUAL ATTENDANCE

Each City Council agenda will provide a call-in number so members of the public may attend the meeting virtually for listening purposes only. Attendees may also log in as an attendee via Zoom to view and listen to the meeting only.

DISABILITY ACCOMMODATION

City Council meetings are open to the public. Requests for accommodation from persons with disabilities must be made to the City Clerk's office at least 2 business days in advance of a meeting. The City Clerk's office may be reached at 507-328-2900. Anyone who has difficulty hearing the proceedings of a meeting may request a portable listening device from the City Clerk's office. The device works directly from the public address system. The listener can hear all speakers who are using a microphone. Anyone who is hearing impaired and requires the services of an interpreter to observe or participate in a meeting should contact the City Clerk's Office at least seven days prior to the date of the meeting to request accommodation.

MICROPHONES

City Council meetings are recorded and televised when held in the Council chamber. To ensure a clear audio signal, public speakers must use the podium microphone when addressing the Council.

TIME LIMITS

The open comment section of the agenda is limited to 20 minutes and each speaker is limited to a total of two (2) minutes. Speakers may not yield time to other speakers during the open comment period. Persons may only speak at one open comment period per calendar month. For all public comments, the Presiding Officer and the clerk shall monitor a timer. The timer will display a green light to start. The timer will change to yellow when

the speaker has one minute left. The timer will display red when the speaker's time has expired.

For public hearings, applicants will have up to 10 minutes to present their item. The Presiding Officer will then open the public hearing, and anyone wishing to speak about the item will be allowed to speak one time for up to five (5) minutes. The public hearing will then be closed. Applicants will have a five-minute rebuttal period following the close of the public hearing to address any concerns. The applicant may remain at the podium to answer follow-up informational questions from the Council if necessary.

ELECTRONIC DEVICES

To preserve the order and decorum of City Council meetings, the volume on all electronic devices, including but not limited to cellular telephones, pagers, or computers should be turned off or set to vibrate.

EXECUTIVE (CLOSED) SESSION

A description of executive (closed) session items will appear when applicable under the adjournment section.

MINUTES

The official minutes of Council meetings are prepared and kept by the City Clerk. The Council reviews and approves the minutes in most cases at the next regular meeting. Copies of approved minutes are available at the City Clerk's office or on the City's website.

APPENDIX B

GUIDELINES FOR ADDRESSING THE COUNCIL

1. Persons attending a City Council meeting may address the Council during the period of time specified on the agenda.

2. Audience members wishing to address the Council should approach the podium, speak directly into the microphone, and state their name before making general remarks.

3. All remarks should be directed to the Presiding Officer. The Presiding Officer may wish to refer any questions to the proper Councilmember or to City Teammates for follow- up at a later time.

4. Public comments should not include threatening or obscene language, personal defamatory statements, or any disorderly conduct that impedes, disrupts, or disturbs the meeting, hearing, or other proceeding.

5. Large groups are encouraged to express their views through a single spokesperson rather than individually. Speakers should observe the time limit. The group representative will not receive additional time. Those who identify as part of the group shall also not receive additional time unless the comment provides substantially different material information. A 2/3 vote in the affirmative of a majority of Councilmembers present may suspend the rules and allow more time for continued public comment.

6. To maintain order, applause or other unnecessary disturbances are not allowed.

7. Petitions should be presented to the City Clerk.

8. Audience members are encouraged to speak before the Council during the designated times as outlined in this document. Audience members cannot make motions or otherwise participate in the meeting.

END DOCUMENT

Previously revised in accordance with these rules on: August 2, 2021; August 16, 2021; December 13, 2021; November 20, 2023; January 8, 2024; July 7, 2025.

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Budget Amendment for the Public Safety Aid

MEETING DATE:
March 2, 2026

ORIGINATING DEPT:
Finance Department

AGENDA SECTION:
Consent Agenda

PRESENTER:
Brian Anderson

Action Requested:

Adopting a Resolution authorizing a budget amendment for the Public Safety Aid.

Report Narrative:

In 2023, the Minnesota Legislature created a one-time Public Safety Aid program, appropriating $300 million total for cities, counties, townships and tribal governments to support public safety activities. As part of the statewide program, the City of Rochester was certified and received $5,341,601 of that aid to support public safety initiatives such as police, fire, outreach, training, equipment, etc. As some of these funds have been spent on Council approved initiatives, City Administration once again collaborated with the City Attorney's Office, Rochester Fire Department and the Rochester Police Department to prioritize the use of the remaining funds and advance key needs in each service area.

At this time, City departments are recommending that $665,433 of the remaining $2,987,922 (as outlined in the Resolution) be allocated towards the purchase of a new public safety training facility to enhance the City's public safety training program. The funds used to finance this recommendation stem from the following funding sources:

- $150,000 Victim-Service Position. The City has received $52,307 in 2025 in grant funds as a funding alternative for this initiative and will be seeking an extension.
- $271,975 Dispatch Space. Will be reprioritized towards new Training Facility initiative.
- $68,458 Camera Infrastructure. Funds have been utilized towards this initiative and the remaining amount to be used towards Training Facility initiative.
- $125,000 Fleet Reconciliation. The PD now uses a different fleet vendor to save costs and still has adequate funds available.
- $50,000 Piloting Cameras. Funds to be reprioritized towards new Training Facility initiative.

In addition, staff is seeking approval through the budget amendment to spend any remaining of the Fire Truck amount towards the purchase of a used aerial fire apparatus and outfitting cost. The Fire Department has priced out the cost of used aerial apparatuses, and they feel they can purchase one for approximately $200,000. Any remaining funds would then be spent on outfitting the apparatus.

Finally, staff is seeking approval through the budget amendment to spend the remaining Emergency Management amount of $35,481 towards Emergency Management training and technology for the Emergency Operations Center. All purchases would comply with the City's purchasing policy and State Statute.

To accomplish these public safety initiatives as outlined, staff is recommending approval of the attached Resolution Authorizing a Budget Amendment for the Public Safety Aid.

Priorities & Foundational Principles:
Public Safety
Fiscal Responsibility and Sustainability

Policy Considerations & DEI Impact:
Funding allocations help support a variety of organizational initiatives that would otherwise require different sources of funding in the future.

Prior Legislative Actions & Community Engagement:
November 18, 2024: Council Meeting - Adopting a Resolution authorizing allocation of Public Safety Aid Investments Funds
January 17, 2024: Study Session - Public Safety Aid Recommendation (Agenda Item A1)
February 5, 2024: Council Meeting - Approval of Public Safety Aid Phase 1 Recommendations
November 13, 2024: Council Study Session - Reviewing the Phase 2 Recommendations

Fiscal & Resource Impact:
Funding is allocated through a one-time Public Safety Grant in the amount of $5,341,601, supporting new public safety initiatives that would not otherwise be funded.

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

Prepared By:
Brian Anderson

Attachments:
Resolution - Budget Amendment for Public Safety Aid

RESOLUTION

Authorizing a Budget Amendment for the Public Safety Aid

WHEREAS, the City of Rochester received one-time Public Safety Aid of $5,341,601 from the State of Minnesota, and

WHEREAS, the Public Safety Aid funding has the following eligibility requirements:

Eligible Uses:

- Community violence prevention and intervention programs.
- Community engagement.
- Mental health crisis responses.
- Victim services.
- Training programs.
- First responder wellness.
- Equipment related to fire, rescue, and emergency services.
- To pay other personnel or equipment costs.

An aid recipient may not use aid toward:

- Its employer contribution to the public employees' police and fire fund if the county, tribal government, or local unit received Police State Aid under Minnesota Statutes, chapter 477c in calendar year 2022.
- Any costs associated with wrongdoing or misconduct.
- The purchase of an armored or tactical vehicle or substantially similar vehicle.
- The purchase of tear gas, chemical munitions, or substantially similar items.
- The cost of construction, reconstruction, remodeling, expansion or improvement of a police station, including related facilities.
    - "Related facilities" includes access roads, lighting, sidewalks, and utility components on or adjacent to the property on which the police station is located that are necessary or safe access to and use of the building.

WHEREAS, the City has spent $2,353,679 of the Public Safety Aid through Phases I & II as approved by the Common Council, and

WHEREAS, the City has now reprioritized the remaining balance of $2,987,922 towards some new and existing public safety initiatives to better serve the City needs.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Rochester, MN that the Budget Amendment for the Public Safety Aid be utilized as outlined below:

Program Description	Previous Budget	Proposed Amended Budget	Remaining Balance
City Attorney			
City Attorney I position	250,000	250,000	231,000
Victim-Service Position	150,000	-	-
Total	$ 400,000	$ 250,000	$ 231,000
Fire			
DEI Training	70,000	70,000	21,296
SCBA Match	75,000	75,000	75,000
Dispatch Space	293,700	21,725	-
Turnout Gear	280,000	280,000	14,880
Fire Truck	1,200,000	1,200,000	214,334
Total	$ 1,918,700	$ 1,646,725	$ 325,510
Police			
Alternative Response	-	-	-
Public Training Facility	-	665,433	665,433
Camera Infrastructure	250,000	181,542	-
COPS Grant Local Match	950,000	950,000	950,000
Fleet Reconciliation	859,000	734,000	376,884
Training	300,000	300,000	143,915
AXON - SAS Esclator	370,000	370,000	185,000
PHASE II - Police			
CERT	100,000	100,000	47,800
Community Services Outreach	50,000	50,000	26,899
Piloting Cameras	50,000	-	-
Total	$ 2,929,000	$ 3,350,975	$ 2,395,931
Emergency Mgmt			
Misc Investments	93,901	93,901	35,481
Total	$ 93,901	$ 93,901	$ 35,481
TOTALS	**$ 5,341,601**	**$ 5,341,601**	**$ 2,987,922**

BE IT FURTHER RESOLVED that the Common Council authorize City staff to spend the Public Training Facility amount of $665,433 towards the purchase of a Public Training Facility, while abiding by the City's purchasing policy, and

BE IT FURTHER RESOLVED that the Common Council authorize City staff to spend any remaining of the Fire Truck amount towards the purchase of a used aerial fire apparatus and outfitting costs, while abiding by the City's purchasing policy, and

BE IT FUTHER RESOLVED that the Common Council authorize City staff to spend the remaining Emergency Management amount of $35,481 towards Emergency Management training and technology for the Emergency Operations Center, while abiding by the City's purchasing policy.

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

City of Rochester Conduit Debt Policy

MEETING DATE:
March 2, 2026

ORIGINATING DEPT:
Finance Department

AGENDA SECTION:
Consent Agenda

PRESENTER:
Brian Anderson

Action Requested:

Adopting the City of Rochester Conduit Debt Policy.

Report Narrative:

Over the past year, the finance department has worked collaboratively with City departments and third-party financial advisors to review and revise the City's financial policies. The review of the City's financial policies ensures they are current with State Statute, consistent with existing City practices, and aligned with those of other first-class municipalities. Although all the financial policies are not entirely ready for Council review and approval at this time, the finance department would like to bring forward the conduit dept policy for Council's adoption at this time.

The City's Conduit Debt Policy is an important tool the Council can authorize to ensure that conduit debt financing is used in a fiscally responsible manner and bears no liability to the City. The City's ability to issue tax-exempt conduit debt on behalf of qualifying non-profit organizations such as medical facilities, educational institutions, and certain housing and assisted living facilities provides increased opportunity for business development, housing development, employment, and the strengthening of the City's revenue base.

Through the guidance of the City's legal bond counsel, the City has updated its conduit debt policy to reflect its use that would assist the Rochester Public Utility (RPU) with its financing options for their upcoming projects, which would generate sizeable savings to RPU and its customers. The City further outlined its approval factors including elements such as risk management, public benefit, financial viability, along with other considerations. In addition, the City is recommending increasing its rates to reflect that of other cities of the first class. The City's current rate is at a flat fee of $50,000, while the new recommended rate is a $25,000 application fee, along with an issuer fee of three-quarters of one percent (0.75%) of the proposed issuance, with a cap of $750,000, so as not to unduly charge for higher issuances. This is in line with other similar-sized communities that the City has researched within Minnesota.

To put the fees into perspective, a smaller conduit issuance of $5,000,000 would entail total fees of $62,500, while the savings (tax-exempt vs. taxable bonds) to the recipient would be approximately

$936,000. An issuance of $65,000,000 would entail total fees of $512,500, while the savings to the recipient would be approximately $12,500,000 in interest. Any issuance over $100,000,000 would then fall under the issuer fee cap of $750,000 while yielding a savings of approximately $19.2m to the recipient, and larger depending on the issuance size.

The finance department believes it's in the City's best interest to move forward with adopting the revised conduit debt policy at this time. The remaining financial policies will be brought forward in the coming months for Council's review and adoption.

Priorities & Foundational Principles:

Fiscal Responsibility & Sustainability
Economic Resilience

Policy Considerations & DEI Impact:

Conduit debt financing can be approved for qualified housing and assisted living projects, medical facilities, and educational institutions that would offer better financing, thus reducing the overall cost of debt issuance and a potential cost savings to all community members.

Prior Legislative Actions & Community Engagement:

Although these aren't directly related to the adoption of the City's Conduit Debt Policy, the following are recent conduit debt issuances by the Mayo Clinic that the City has approved:

February 19, 2025: Council approved to set the public hearing for March 17, 2025 for issuance in the amount of $500,000,000.
March 7, 2022: Council approved conduit financing on behalf of the Mayo Clinic in the amount of $288,545,000.
April 20, 2020: Council approved conduit financing on behalf of the Mayo Clinic in the amount of $130,000,000.
August 20, 2018: Council approved conduit financing on behalf of the Mayo Clinic in the amount of $220,000,000.
March 14, 2016: Council approved conduit financing on behalf of the Mayo Clinic in the amount of $220,000,000.
September 7: Council approved conduit financing on behalf of the Mayo Clinic in the amount of $200,000,000.
March 17, 2014: Council approved conduit financing on behalf of the Mayo Clinic in the amount of $120,000,000.
February 22, 2012: Council approved conduit financing on behalf of the Mayo Clinic in the amount of $200,000,000.
From 2011-2000, the Council approved conduit financing on behalf of the Mayo Clinic in the total amount of $1,180,000,000.

Fiscal & Resource Impact:

The City is not liable for the financing and will not be obligated to cover any defaults. However, adopting the revised Conduit Debt Policy would allow for RPU to utilize this financial instrument as a cost savings to future projects and would update the fees required for conduit issuance to mirror those of other communities of the first class.

Alternative Action(s):

Not formally adopting the revised Conduit Debt Policy would simply resort back to the current policy.

Prepared By:
Brian Anderson

Attachments:
Exhibit - Conduit Debt Policy

Conduit Debt Policy

Purpose
The purpose of the Conduit Debt Policy is to assure that conduit debt financing is used in a fiscally responsible manner and bears no liability to the City.

Policy
In accordance with Minnesota Statures 469.152 through 469.165 and Minnesota Statutes, Chapter 462C, the Common Council has the only authority within the City of Rochester to issue pass-through, or conduit debt in recognition of local governments' need and responsibility to promote balanced economic and community development and housing projects. Conduit debt is issued under the City's name on behalf of third parties. The City bears no responsibility for the repayment of conduit debt.

The Common Council of the City of Rochester, being aware of the benefits to the community of industrial, economic, and housing development, which provides increased opportunity for employment, business development, housing development and the strengthening of the City's revenue base. Every applicant should be prepared to demonstrate that the proposed facility would promote the general economic development of the City of Rochester.

Applicant Approval Factors
The Common Council will consider an application for conduit debt financing on an individual basis taking into consideration the purpose and provisions set forth in Minnesota Statutes and the following factors:

1. Risk Management: There shall be no liability for repaying the debt attached to the City. The City will ensure that this distinction is clear and enforceable in the legal structure of the transaction.
2. Public Benefit and Purpose: The project should align with the City's vision and development strategies. The project should provide a clear public purpose and demonstrable benefit to the community, such as healthcare facilities, affordable housing, or educational institutions.
3. Financial Viability: The credit rating and method of offering conduit bonds are important. The City will evaluate the financial stability and ability of the private entity (the borrower) to repay the bonds. Applicants should have a good financial standing, substantial net worth, equity in the project, acceptable earnings history, and long-term sustainability.
4. Legal and Regulatory Compliance: The project must be consistent with the City's zoning and building code, platting, street and utility services requirements and all other applicable State and Federal requirements. The project must not place an undue burden on City infrastructure or adversely affect its ability to deliver municipal services.
5. Economic and Fiscal Impact: Projects that are not providing housing or a social service should demonstrate new or preserved employment and tax base projections directly tied to the project. The City will evaluate whether the project is an enterprise of a nature that the City wishes to attract, or the expansion or retention of an existing business. Consideration will be given to creation and retention of employment, possible future development, effect on present tax base, impact on City services, support for industrial, and commercial or housing facilities currently in existence.
6. Plant and Equipment Considerations: Applications for equipment acquisition are discouraged unless they are for a new business, a physical plant expansion, or essential to the business operation.

By carefully assessing these criteria, local governments can ensure that conduit financing serves the public interest, minimize risk, and contributes to the long-term prosperity of the community.

Administrative Procedure and Requirements

1. The applicant may obtain forms from the Finance Department of the City of Rochester and shall submit completed application to the Finance Department at least 30 days prior to initial Common Council consideration. City staff and its consultants will review the application and provide the Council with recommendations concerning the feasibility of the project.
2. All applications and support materials shall remain the property of the City of Rochester, although the City may agree to return portions of submitted materials if requested by the applicant.
3. The applicant shall select qualified financial consultants and/or underwriters and bond counsel to prepare all necessary documents and materials. The City will inform applicant of City's current bond counsel firm. The City's bond counsel will act as bond counsel for the conduit bond issue unless otherwise approved by the City. If the City's bond counsel is not serving as bond counsel for the financing, then the City's counsel will serve as issuer's counsel and the applicant will be responsible for the issuer counsel fees in reviewing the documents. The applicant shall pay all fees for such consulting services rendered. The application shall include applicant's letter of intent and a lender commitment letter or a letter from the underwriter relating to the soundness of the applicant, the feasibility of the project and the ability to sell such bonds. The City may, at its discretion, require additional detailed financial analysis of the project.
4. If City's bond counsel is not serving as bond counsel for the conduit bond issue, bond counsel shall submit all legal documents associated with the transaction to the City's bond counsel (issuer's counsel) for review and comments. Recommendation by issuer's counsel that the documents sufficiently protect the City from liability is required before final approval can be given.
5. The applicant shall be required to furnish electronic copies of the following materials:
    a. Except for single-purpose entities formed for the project, financial statements for the last two fiscal years. Certified audit would be preferred, if available. For single-purpose entities formed for the project, a 15-year pro forma financial statement for the project shall be submitted.
    b. Publicly held applicants shall submit the most recent form 10-K and the most recent quarterly form l0-Q filed with the Securities Exchange Commission.
    c. Such other information may be required by the City to properly review the application.

Fees and Cost Recovery

In conduit debt financing, commonly used by local governments or other public entities to issue tax-exempt bonds on behalf of private entities, there are several types of fees involved. These fees cover the costs of issuing and managing the debt and vary depending on the complexity and size of the transaction.

The fees outlined in this section cover costs related to the conduit financing including the issuers application, issuance, and additional fees the City may ensure including third-party costs such as legal, financial advisory, trustee, and rating agency services. Fees are designed to reflect the complexity and size of each transaction and to ensure that public resources are not used to subsidize private financing activities. It ensures transparency, cost recovery, and

equitable treatment of all applicants while supporting the public purpose of economic development.

1. **Application Fee**: The applicant shall submit a deposit of twenty-five thousand dollars ($25,000) with the initial application. This fee shall cover the cost incurred by the City for examining all legal, financial, and community and economic development aspects of the project. These costs may be incurred by, but not limited to, any City department, the City's bond or issuer's counsel, the City's financial advisor, and any consultant the City deems necessary to review components of the application.
   If the application is approved, the full amount will be retained to additionally cover a portion of the City's Issuer Fee set forth below. In the event the City's actual costs exceed the initial application amount, the applicant will be required to submit additional fees to continue the review of the application. If the application is denied, any amount not used during the application review process will be refunded to the applicant net of a five-thousand dollars ($5,000) processing fee to be retained by the City.
2. **Issuer Fee**: This fee shall be paid to the City as the conduit issuer for sponsoring the bond issuance. Upon bond issuance, the applicant shall pay an issuer fee of three-quarters of one percent (0.75%) of the proposed issuance. The issuer fee shall have a cap amount of seven-hundred fifty-thousand dollars ($750,000.), regardless of the bond issuance amount issued by the City.
3. **Additional Fees**: Given the unforeseen unique characteristics of development projects that may be submitted to the City for review, the City reserves the right to seek additional fees to cover all its costs of acting as the conduit issuer. Costs will be based on the complexity of the project and any professional assistance necessary for the project. In addition, the applicant shall pay all underwriter fees, trustee and paying agent fees, rating agent fees, and other professional service fees.

City's Rights and Liability Provisions

1. The applicant, financial advisor, and underwriters shall indemnify and hold harmless the City of Rochester, its officers, employees, legal counsel, and consultants against all future costs including but not limited to any alleged or actual violation of any securities laws in connection with the issuance of bonds or loans for the project, findings that the issue was not tax-exempt, or penalties of any kind. The City may, at its option, require additional indemnification or letter(s) of credit should it deem necessary to do so.
2. The City will not be responsible for any continuing disclosure, arbitrage calculations or rebate associated with the transaction and the documents must clearly reflect that the obligor is responsible for these matters.
3. Regulations prohibit banking institutions from purchasing tax-exempt bonds from entities that issue more than $10 million in debt in a year. The applicant will be required to enter into an agreement to reimburse the City for any additional interest costs the City might incur on debt issued for its own purposes should the conduit debt cause the City to exceed this $10 million bank-qualified limit. The interest margin between bank-qualified and nonbank qualified debt will be calculated on the date of issuance of the City's own bonds.
4. The federal government has placed the burden of weighing the balance of "public purpose versus private benefit" upon the City. Because of the subject nature of this analysis, the City reserves the right, at its sole discretion and without need to give cause, to deny any applications for financing at any time prior to adopting the final resolution authorizing issuance of bonds.
5. The City shall not provide or approve other jurisdictions as host City, under section 147(f) of the Internal Revenue Code, whereby they intend to have bonds issued by a

tax-exempt entity other than the City of Rochester for a project located within the City's boundaries.

6. The Common Council retains the right to reject any conduit financing application at any stage of the conduit financing process. The Council may also waive any provision of this Conduit Bonds Policy if it deems it beneficial to the City. Conduit financing associated with business activities of City Departments are excepted from the issuer fee requirements.

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

2026-28 Collective Bargaining Agreement – Law Enforcement Labor Services (LELS), Local 526 Representing Rochester Public Safety Telecommunicators

MEETING DATE:
March 2, 2026

ORIGINATING DEPT:
Human Resources

AGENDA SECTION:
Consent Agenda

PRESENTER:
Tim Comstock

Action Requested:

Adopting a Resolution approving the recommended changes to the collective bargaining agreement with the LELS, Local 526 – Public Safety Telecommunicators, for the years 2026-28.

Report Narrative:

The attached documentation outlines the proposed collective bargaining agreement changes, which primarily includes:

- clarification of benefits eligibility;
- increase in on-call pay;
- clarification of banking time on a holiday;
- clarification of MSRS eligible pay outs;
- clarification of ESST usage and limitations;
- paid family medical leave premium split;
- health insurance contribution amounts;
- simplified continuation of coverage language;
- general wage adjustment of 4%, 3% and 2% for 2026-28 respectively;
- creation of an additional (5-year) pay step in 2026;
- clarification of eligibility for retro pay and wage adjustments;
- increase in shift differential; and
- miscellaneous contract clean up and removal of gender pronouns.

Priorities & Foundational Principles:

Quality Services
Fiscal Responsibility and Sustainability

Policy Considerations & DEI Impact:

The LELS, Local 526 – Public Safety Telecommunicators requested to negotiate the existing collective bargaining agreement with the City, which expired on December 31, 2025. In negotiations, the parties agreed upon the revisions contained in the attached Resolution, which renews the contract for a three-

year period.

Prior Legislative Actions & Community Engagement:

A collective bargaining agreement with the LELS, Local 526 – Public Safety Telecommunicators, is adopted every three years.

Fiscal & Resource Impact:

The wage settlement is similar to what has been negotiated with other bargaining units.

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:

Tim Comstock

Attachments:

Resolution - Collective Bargaining Agreement 2026-28 LELS Local 526 Public Safety Telecommunicators

RESOLUTION

Approving the Collective Bargaining Agreement with Law Enforcement Labor Services (LELS), Local 526 – Public Safety Telecommunicators (Union) for the calendar years 2026-28.

WHEREAS, the Union and the City of Rochester are parties to an existing Collective Bargaining Agreement (CBA) that expired on December 31, 2025; and

WHEREAS, representatives of the Union and representatives of the City of Rochester have negotiated a three-year Collective Bargaining Agreement (CBA) for the term of January 1, 2026 - December 31, 2028; and

WHEREAS, Attachment A summarizes the changes negotiated to the existing CBA between the parties.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Rochester approves and ratifies the attached changes to the 2026-2028 CBA with Law Enforcement Labor Services (LELS), Local 526 – Public Safety Telecommunicators.

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)

ATTACHMENT A

2026-2028 Law Enforcement Labor Services, Local 526 – Public Safety Telecommunicators
Summary of Collective Bargaining Agreement Changes

This Agreement is entered into between the City of Rochester, Minnesota, (hereinafter referred to as the City), and Law Enforcement Labor Services, Inc., Local 526, representing Public Safety Telecommunicators ~~(hereinafter referred to as Public Safety Telecommunicators or Dispatchers~~.

7. EMPLOYMENT

A. Probationary Period

All new employees covered under this Agreement shall serve a probationary period of six (6) months. In the event the Employer requires more time to assess an employee's ability to perform the duties of their position, the Employer may, at its discretion, extend the probationary period for an additional period of time, not to exceed an additional six (6) months. Employees in their probationary period are considered "at will" and may be terminated at the sole discretion of the City at any time during the probationary period without recourse to the grievance process.

During the probationary period, employees have no seniority rights, but they shall be subject to all of the other clauses of the Agreement. All employees who are retained beyond the probationary periods as defined above shall attain the status of an employee and time spent in the probationary period shall be included when computing their seniority.

B. Outside Employment

No employee covered by this Agreement will engage in any outside employment or business, which might hinder their impartial or objective performance of their duties. More than an average of twenty (20) hours per week of outside employment shall be excessive unless the person is on vacation leave. The employee must provide notice and obtain permission from the Public Safety Communications Manager.

8. HOURS OF WORK

D. Call Back. When it is necessary to call an off-duty ~~dispatcher~~ employee back to work, the ~~dispatcher~~ employee will be paid a minimum of four (4) hours at the regular straight time hourly rate of pay or at a rate of one and one-half (1 ½) the

regular straight hourly rate of pay for actual time worked, whichever is greater. An extension or early report to a regularly scheduled shift does not qualify the employee for the four- (4) hour minimum.

G. Whenever an off-duty ~~dispatcher~~ employee is compelled to appear in court on matters relating to Communications Center business, the ~~dispatcher~~ employee shall receive a minimum of three (3) hours pay at one and one-half (1 ½) times the employee's base rate of pay. An extension or early report to a regularly scheduled shift does not qualify the employee for the three (3) hour minimum.

1. On-Call Pay. Employees covered by this Agreement will be considered to be on-call when specifically assigned by the Chief of Police, or their designee, to be on-call for the purpose of being immediately available to report to work. Effictive the first full pay period following ratification of the successor agreement by both parties, ~~A~~an employee will be compensated at the rate of ~~one dollar thirty cents~~four dollars ($~~1.30~~4.00) per hour when assigned to be on-call for these specific circumstances. An employee called in will be compensated based on the applicable base rate of pay or, if applicable, the overtime rate; if called in, the on-call rate of ~~one dollar thirty cents~~four dollars ($~~1.30~~4.00) per hour is no longer applicable. Voluntary assignments do not constitute on-call status. Failure to report to work when assigned to on-call status may result in disciplinary action.

12. HOLIDAYS

To be eligible for the benefits provided by this Article, employment must be scheduled to last more than twelve (12) months and twenty (20) hours per week. Eligible employees working more than twenty (20) hours, but less than forty (40) hours per week will earn pro-rated holiday benefits.

B. Work performed on the above holidays by eligible employees shall be paid for at one and one-half (1 ½) times their base hourly rate in addition to the holiday ~~pay~~hours credited towards their vacation accrual. In lieu of receiving the one-half (1/2) in pay, employees may elect to bank the one-half (1/2) as compensatory time.

13. VACATIONS

To be eligible for the benefits provided by this Article, employment must be scheduled to last more than twelve (12) months and twenty (20) hours per week. Eligible employees working more than twenty (20) hours, but less than forty (40) hours per week will earn pro-rated vacation benefits.

~~**A.** Employees may not be granted any vacation until they have been employed for three (3) months, or upon completion of the initial training period, whichever comes first.~~

~~**B.**~~**A.** Employees shall earn and be eligible to use vacation benefits from the start of their employment.

~~C.~~**B.** No vacation benefits shall ~~accrue~~ be paid to an employee ~~terminating~~ who is terminated within six (6) months of their employment date.

~~D.~~**C.** The supervisor shall establish vacation schedules with the first consideration given to the efficient operation of the Department and second consideration to the wishes of employees as to vacation time. Vacations may not be taken without advance approval of management.

~~E.~~**D.** When an employee is on vacation and ~~requires a physician's care or~~ is hospitalized for a minimum of three (3) consecutive days, the employee may reschedule their vacation days lost providing they submit written evidence that they would have been unable to use the vacation as desired.

~~F. Upon termination in good standing, disability, or death, non-probationary employees shall be paid for their accrued vacation hours.~~

E. Upon separation from employment, any unused accrued vacation balance for employees with more than six (6) months, but less than ten (10) years of service will be paid out as taxable earnings. For separating employees with ten (10) or more years of regular full-time or regular part-time employment with the City of Rochester, the City will convert the employee's entire unused accrued vacation balance by multiplying the balance by the hourly rate of pay upon separation. This amount will be deposited to an individual Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP).

When an employee has applied for and been granted an irrevocable waiver of participation by MSRS and provided to the Employer written documentation of such waiver; amounts payable for unused accrued vacation in the event of an eligible employee's separation or permanent disability as specified above shall be paid to the employee rather than to the MSRS Health Care Savings Plan. Such payments to the employee shall be subject to normal payroll withholdings as required by law.

15. SICK LEAVE AND PAID FAMILY MEDICAL LEAVE (PFML)

C. Sick leave also may be used as outlined in the City's organizational Sick Leave policy, with advanced supervisory notice.

D. ~~No sick leave shall be granted to employees during the first (1st) month of their employment, but shall accrue from the start of their employment~~Sick leave shall accrue and employees shall be eligible to use accrued sick leave from the start of their employment. All regular, part-time employees working twenty (20) or more hours, but less than forty (40) hours per week will accrue pro-rated sick leave.

H. Effective January 1, 2026, the documentation provisions referenced in the Earned Sick and Safe Time Act, MS 181.9447, Subd 3, shall not apply to paid leave available to an employee for absences from work in excess of the minimum amount required be Earned Sick and Safe Time (ESST), as such absences are covered in this section and City policy.

I. Employees shall be granted family medical leave according to State and Federal law.

~~**H.**~~**J.** Consistent with MS. 181.9447, Subd 12, Public Safety Telecommunicators must be ready and available to respond to public emergencies or weather events, and therefore may **not** use Earned Sick and Safe Time (ESST) for the "closure of the employee's place of business due to weather or other public emergency or an employee's need to care for a family member whose school or place of care has been closed due to weather or other public emergency."

This exception is necessary for these positions because they have preassigned or foreseeable work duties requiring their response to the public emergency or weather event to ensure the City maintains minimum staffing requirements to provide essential public services.

~~**I.**~~**K.** Effective January 1, 2026, the Employer and Employee will split the premiums for the Minnesota Paid Family and Medical Leave (PFML) on a 50/50 basis with the employee share payable through payroll deductions pursuant to MS 268B.14.

UNUSED SICK LEAVE

To qualify for any provision of this Article, Unused Sick Leave, the employee must be an active employee who has accrued ten (10) or more years of continuous full-time or part-time regular service with the City of Rochester.

For employees hired prior to January 1, 2013: When an employee terminates employment with the City of Rochester, the City will convert forty (40) percent of the employee's unused sick leave balance to be deposited to an individual Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP).

The dollar value of accumulated sick leave hours will be equal to forty (40) percent of the total accumulated sick leave hours at the time of separation. Regular part-time employees (those regularly scheduled for twenty [20] to thirty-nine [39] hours per week) and who are not designated as temporary or seasonal will be eligible to convert forty (40) percent of their accumulated sick leave.

For employees hired on or after January 1, 2013: All employees, except those who are discharged for cause, shall be eligible to convert forty (40) percent of the employee's first twelve hundred (1200) hours of accumulated but unused sick leave

balance upon separation of employment. This amount shall be deposited to an individual Minnesota State Retirement System (MSRS) Health Care Savings Plan (HCSP) and calculated at the employee's regular rate of pay at time of separation.

In case of permanent disability as determined by PERA of an active employee, an amount equal to one hundred (100) percent of unused sick leave will be deposited in a MSRS Health Care Savings Plan for the use of the employee as governed by MSRS rules. In case of the death of an active employee who has a dependent(s), an amount equal to one hundred (100) percent of the unused sick leave balance will be paid in cash (less required State and Federal withholdings) to the dependent(s).

When an employee has applied for and been granted an irrevocable waiver of participation by MSRS and provided to the Employer written documentation of such waiver; amounts payable for unused sick leave in the event of an eligible employee's separation or permanent disability as specified above shall be paid to the employee rather than to the MSRS Health Care Savings Plan. Such payments to the employee shall be subject to normal payroll withholdings as required by law.

17. HEALTH AND DENTAL COVERAGE, LIFE INSURANCE AND OPPORTUNITY TO PURCHASE LONG-TERM DISABILITY INSURANCE

To be eligible for the benefits provided by this Article, employment must be scheduled to last more than twelve (12) months and twenty (20) hours per week. Eligible employees working more than twenty (20) hours, but less than forty (40) hours per week will earn pro-rated insurance benefits.

B. The City will provide group medical insurance to eligible employees and pay a portion of the total premium as follows:

Medical Plan	City's Monthly Premium Contribution*		
Basic Medical Plan Tier	Effective 1/13/~~2023~~2026	Effective ~~2024~~2027	Effective ~~2025~~2028
Employee Only	~~88.00~~87.00%	~~87.50~~87.00%	87.00%
Employee + Spouse	~~84.50~~83.50%	~~84.00~~83.50%	83.50%
Employee + Child(ren)	~~84.50~~83.50%	~~84.00~~83.50%	83.50%
Family	~~84.50~~83.50%	~~84.00~~83.50%	83.50%
High Deductible Plan	Effective 1/13/~~2023~~2026	Effective 2024	Effective 2025
Employee Only	~~88.00~~87.00%	~~87.50~~87.00%	87.00%
Employee + Spouse	~~84.50~~83.50%	~~84.00~~83.50%	83.50%
Employee + Child(ren)	~~84.50~~83.50%	~~84.00~~83.50%	83.50%
Family	~~84.50~~83.50%	~~84.00~~83.50%	83.50%

**The employee's share of the premium will be paid through a payroll deduction. The employee*

contribution towards the cost of coverage(s) is divided among twenty-four (24) pay periods. No payroll deduction is taken on the third (3rd) pay period in any month.

C. The City shall contribute the following amounts to a Health Savings Account (HSA) for eligible employees selecting the High-Deductible Health Plan coverage:

High-Deductible Medical Plan	Annual Contribution to HSA*
Employee Only	$1,400.00
Employee + Spouse	$2,800.00
Employee + Child(ren)	$2,800.00
Family	$2,800.00

**The annual contribution to the HSA account is paid over 24 pay periods.*

~~J. Continuation of coverage will be available as provided by Federal and/or State law and other provisions of this Agreement.~~

18. OPTION TO PURCHASE CITY-SPONSORED HEALTH COVERAGE, DENTAL COVERAGE AND/OR LIFE INSURANCE AFTER RETIREMENT

An employee who retires from regular full-time employment with the City of Rochester may continue to participate in the City-sponsored benefits the employee had immediately prior to retirement pursuant to state and federal law, the City's Organizational policies, as well as benefit plan documents. Spouses of deceased retirees will be allowed to continue coverage under state and federal law.

~~An employee who retires from regular full-time employment with the City of Rochester may continue to participate indefinitely in the City-sponsored health and/or dental insurance group that the employee participated in immediately prior to retirement. The retiree may receive dependent coverage only if they received dependent coverage immediately prior to retirement. A retiree who initially selects dependent coverage may later drop dependent coverage while retaining individual coverage, but the retiree may not drop individual coverage and retain dependent coverage. City-sponsored life insurance may be continued until the retiree's seventy-fifth (75th) birthday.~~

~~In order to retain City-sponsored health and/or dental coverage or life insurance, the retiree and their spouse, if applicable, must authorize the requisite deductions from a checking or savings account in the amount that is designated by the City and may be changed from time to time through written notification from the City.~~

~~If a retired employee dies, the surviving spouse may continue to participate in the City-sponsored health and/or dental insurance group that the surviving spouse participated in at the time of the retired employee's death. The surviving spouse must authorize the requisite deductions from a checking or savings account in the amount that is designated by the City and may be changed from time to time through written notification from the City.~~

~~For the retiree, until age sixty-five (65), the amount of life insurance coverage which can be purchased is any amount, in thousand dollar increments, between a minimum of ten thousand dollars ($10,000) and a maximum of the amount of coverage available to the employee on the date of retirement from the City. Beginning on the retiree's sixty-fifth (65th) birthday, the amount of life insurance coverage is limited by the underwriter to ten thousand dollars ($10,000).~~

~~Any life-time maximum benefit designated in the City's health coverage plan document continues to be applied after retirement.~~

27. TERM OF AGREEMENT

A. The Agreement shall be effective as of January 1, ~~2023~~2026, and shall remain in effect through December 31, ~~2025~~2028.

29. WAGES

A schedule of hourly base wages for all bargaining unit positions is found in "Appendix A" of this Agreement.

~~2023~~2026: Effective the first full pay period of ~~2023~~2026, the schedule of hourly base wages shall increase by ~~two~~ four percent (4%). ~~Effective the pay period beginning July 13, 2023, the schedule of hourly base wages shall increase by two dollars ($2.00) per hour, to reflect a market adjustment.~~

~~2024~~2027: Effective the first full pay period of ~~2024~~2027, the schedule of hourly base wages shall increase by three percent (3%).

~~2025~~2028: Effective the first full pay period of ~~2025~~2028, the schedule of hourly base wages shall increase by ~~four~~ two percent (2%).

Step adjustments are based on acceptable performance. There shall be no step progression after December 31, ~~2025~~2028, except as may be negotiated in the successor Collective Bargaining Agreement.

Employees must be in active pay status as of the date of full ratification of the successor agreement in order to receive the wage increase for 2026. Retroactive pay will be on base wage adjustments and step increases only, effective the first full pay period in January 2026.

The Chief of Police and the Human Resource Director have the authority to place a newly-hired Public Safety Telecommunicator up to Step D of the wage grid, Appendix A, based on experience and other relevant factors.

At the discretion of the Chief of Police and the Human Resources Director, an

employee's wage rate may be increased in order to maintain internal equity or due to market competitiveness.

30. SHIFT DIFFERENTIAL

A. All employees who work between 6:00 p.m. and 6:00 a.m. shall receive ~~one dollar and seventy-five cents ($1.75)~~a shift differential in addition to their base hourly rate for all hours worked within this period~~.~~:

2026: The shift differential shall increase to three dollars and fifty cents ($3.50) per hour, effective the start of the first pay period following full ratification of the successor agreement.

2027: The shift differential shall increase to four dollars ($4.00) per hour, effective the start of the first full pay period in 2027 and continue thereafter.

31. PART-TIME EMPLOYEES – VACATION, SICK LEAVE AND HOLIDAY ACCRUAL

B. Vacation benefits shall be prorated for any part-time employee based upon the full-time equivalency ratio defined above in accordance with the vacation schedule as defined in Article 13~~, paragraph "G"~~ of this Agreement.

C. Part-time employees shall receive holiday and sick leave benefits each pay period in the same manner as full-time employees under Article 12 ~~"A"~~ and Article 15 ~~"E"~~ respectively~~, except they will be proportional based upon the following formula: four (4) hours X FTE ratio~~.

33. ~~DURATION OF AGREEMENT~~SIGNATURES

This Agreement is entered into between the City of Rochester and the LELS Local #526, Public Safety Telecommunicators(911 Dispatchers).

OTHER - Delete Obsolete MOU/MOA's, Contract Clean-up

- Renew FLSA MOA by updating dates.
- Delete Interim On-call MOA.
- Delete MSRS Contributions and Continuation of Coverage MOA.
- Delete PFML MOA.
- Eliminate he/she pronouns and other grammatical errors.

APPENDIX A

Schedule of Hourly Base Rates of Pay

2026 - 4% General Increase						
Start/A	**6 Mo/B**	**1 Yr/C**	**2 Yrs/D**	**3 Yrs/E**	**4 Yrs/F**	**5 Yrs/G**
$ 32.33	$ 33.84	$ 35.43	$ 37.10	$ 38.83	$ 40.63	$ 42.63
2027 - 3% General Increase						
Start/A	**6 Mo/B**	**1 Yr/C**	**2 Yrs/D**	**3 Yrs/E**	**4 Yrs/F**	**5 Yrs/G**
$ 33.30	$ 34.86	$ 36.49	$ 38.21	$ 39.99	$ 41.85	$ 43.91
2028 - 2% General Increase						
Start/A	**6 Mo/B**	**1 Yr/C**	**2 Yrs/D**	**3 Yrs/E**	**4 Yrs/F**	**5 Yrs/G**
$ 33.97	$ 35.56	$ 37.22	$ 38.97	$ 40.79	$ 42.69	$ 44.79

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Minnesota Office of Justice Programs 2026-2028 Crisis Response Grant

MEETING DATE:
March 2, 2026

ORIGINATING DEPT:
Rochester Police Department

AGENDA SECTION:
Consent Agenda

PRESENTER:
Cpt. Hodgman

Action Requested:

Authorizing the Police Department to apply for the 2026-2028 Department of Public Safety Minnesota Office of Justice Programs Crisis Response Grant.

Report Narrative:

The Rochester Police Department (RPD) requests authorization to apply for a 2026-2028 Department of Public Safety, Minnesota Office of Justice Programs grant in the amount of $300,000. This grant program provides funding to police departments to develop, sustain, or expand crisis response teams in which social workers or mental health professionals serve as first responders when calls for service involve an individual in crisis. Funding may support a range of models including Crisis Intervention Teams, (CIT), mobile crisis teams, co-responder models, alternate response teams (ART), and other social worker/mental health-led response approaches that improve public safety, reduce unnecessary justice system involvement, and connect individuals to appropriate care.

RPD would like to expand on its current initiatives to continue behavioral support services available to individuals and their families experiencing a mental health crisis, by submitting an application for one RPD embedded social worker. The grant period is anticipated to be approximately 23-24 months, beginning on or around August 1, 2026, and ending June 30, 2028.

This is a reimbursement only grant, with no funds being advanced to the grantee at the time of award.

The maximum amount an applicant can propose is $300,000 for the grant period and RPD plans on requesting the maximum amount. Final award amounts may be lower than requested.

There is no requirement to continue funding the position after the grant period.

Priorities & Foundational Principles:

Public Safety

Fiscal Responsibility and Sustainability

Policy Considerations & DEI Impact:
Embedding mental health services into the city's police department advances the City's goals of improving the well-being of community members and being a city where all people feel safe and secure.

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

Fiscal & Resource Impact:
The grant provides up to $300,00 over two years. If awarded, these funds will enable the city to continue and expand upon its current initiatives while reducing the financial impact on city funding. There is no required local match for this grant. If an award is granted, RPD will return to council in order to accept the grant.

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

Prepared By:
Sarah Clayton

Attachments:

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Bid Award: Fire Station 3 Mechanical Upgrades

MEETING DATE:
March 2, 2026

ORIGINATING DEPT:
City Administration

AGENDA SECTION:
Consent Agenda

PRESENTER:
Zack Wood

Action Requested:

Adopting a Resolution approving a contract in the amount of $590,000 to DMC Plumbing and Heating for replacement of existing mechanical systems at Fire Station 3.

Report Narrative:

This request is to award a bid in the amount of $590,000 to DMC Plumbing and Heating for replacement of the existing mechanical systems at Fire Station 3. One additional bid was received by Metropolitan Mechanical Contractors in the amount of $634,875.

The mechanical systems at Fire Station 3 have exceeded their useful life and have been identified as critical in the City's Facility Condition Assessment, with full replacement recommended.

The in-floor heating system has experienced repeated failures and replacement parts are no longer manufactured, making continued operation unsustainable. These failures have resulted in interior temperatures exceeding 80 degrees when the system is active, creating an uncomfortable and inefficient environment. The HVAC equipment original to the 23-year-old building is also well past its intended service life. These systems are operating under conditions they were not designed for, as they are being used to offset issues caused by the failing in-floor heating system. Furthermore, the apparatus bay lacks proper gas detection systems to monitor and respond to elevated levels of carbon monoxide and nitrogen dioxide emitted by vehicles. Currently, ventilation equipment operates on a timer rather than based on actual air quality conditions, resulting in inefficient energy use and potential safety risks. The current emergency backup generator has the capacity to carry the entire load of the Facility, but is setup to only carry the fire call notification system, in the result of an outage, the facility would be largely unusable aside from the ability to alert teammates of incoming calls. Lastly, the facility does not have a centralized building automation system, preventing the mechanical systems from functioning as a unified, efficient whole. This also limits the Facilities team's ability to effectively monitor and manage building operations.

Fire Station 3 was classified as being in poor condition in the Facilities Condition Assessment. The major items leading to this rating were the roof condition which was replaced in July 2025, aging mechanical systems and concerns with the site concrete, which is planned to be addressed in spring 2026. Once these projects are complete, the facility condition would reclassified from poor to good.

In 2025, Dunham Associates was engaged to assess the existing systems and issue construction documents for replacement of these systems with modern high efficiency equipment as well as addressing the deficiencies within the mechanical systems of the facility. The new mechanical systems will be fully electrified to further address our sustainability goals and following our City Standards for

equipment. The current emergency backup generator will be modified to carry the load of the entire facility allowing for full use without utility power. Lastly, this project will relocate equipment within the facility site to allow for more functional and efficient use by the Rochester Fire Department teammates.

Priorities & Foundational Principles:

Fiscal Responsibility & Sustainability
Quality Services

Policy Considerations & DEI Impact:

Quality Services, Replacement of the mechanical systems will greatly improve the work environment for our teammates within the Rochester Fire Department, which currently sees temperatures in excess of 80 degrees within their living areas. Replacement of these systems with efficient modern equipment, installation of a modern building automation system, as well as continuing to pursue our goal of electrification of city-owned Facilities, will reduce our utility costs as well as our carbon footprint as RPU transitions to renewable sources of energy production to meet our responsible environmental stewardship and sustainability goals.

Prior Legislative Actions & Community Engagement:

8/11/2025 - Contract Award: Mechanical Design Services - Approved
1/21/2026 - Bid Advertisement - Approved

Fiscal & Resource Impact:

This project is planned to be funded via 2 sources: $500k via the J1036 Building Renewal Fund, which has a current balance of $3,486,686; and, $90k via the Fire Station Infrastructure Improvements Fund J1024 which has an allotment of $200,000 for 2026.

Alternative Action(s):

No alternative actions are recommended at this time.

Prepared By:

Zachary Wood

Attachments:

Contract - DMC Plumbing and Heating - Rochester Fire Station 3

Resolution - Fire Station 3 Award - Mechanical Systems - DMC Plumbing and Heating

Rochester Fire Station 3 - A101

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 Second day of March in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

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

City of Rochester
201 4th Street Southeast
Rochester, MN 55904
507.328.2027

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

DMC Plumbing & Heating, Inc.
201 County Road 11 NW
Pine Island, MN 55963
507.356.4455

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

Rochester Fire Station 3
Rochester, MN
Mechanical Upgrades

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

CRW Architecture & Design Group, Inc.
211 11th Avenue NW
Rochester, MN 55901
507.206.6201

The Owner and Contractor agree as follows.

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

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

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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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.)

[X] The date of this Agreement.

[ ] 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.)

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

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[X] By the following date: October 1, 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 Five Hundred and Ninety Thousand Dollars and Zero Cents ($ 590,000.00), 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
Alternate M-1 Replacement of Underfloor Heating Valves	$31,000.00

§ 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

§ 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)

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

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

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.

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§ 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:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twentieth (20) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Twentieth (20) day of the following 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 Thirty (30) 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.)

5%

§ 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.)

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§ 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.)

§ 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:

§ 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.)

§ 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

[X] Litigation in a court of competent jurisdiction

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[ ] Other *(Specify)*

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)

Zack Wood
201 4th Street Southeast
Rochester, MN 55904
Office: 507.328.2027
Cell: 507.254.7870
zwood@rochestermn.gov

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

Lee Cocker
DMC Plumbing & Heating, Inc.
201 County Road 11 NW
Pine Island, MN 55963
507.356.4455
lee@dmcplumbing.com

§ 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.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with

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a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

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

.4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
See attached Exhibit B	City of Rochester Fire Station 3 - Mechanical Upgrades Sheet index	

.6 Specifications

Section	Title	Date	Pages
See attached Exhibit C	Table of Contents		

.7 Addenda, if any:

Number	Date	Pages
Addendum #1	2-6-2026	35

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:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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.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: DMC Plumbing and Heating for Replacement of Mechanical Systems at Fire Station 3

WHEREAS, pursuant to an advertisement for bids for the Replacement of Mechanical Systems at Fire Station 3, the following bids were received complying with the advertisement:

DMC Plumbing and Heating: $590,000
Metropolitan Mechanical Contractors: $634,875

WHEREAS, it appears that DMC Plumbing and Heating is the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Rochester to award a contract to DMC Plumbing and Heating. for the replacement of mechanical systems at Fire Station 3.

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)

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 Second day of March in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

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

City of Rochester
201 4th Street Southeast
Rochester, MN 55904
507.328.2027

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

DMC Plumbing & Heating, Inc.
201 County Road 11 NW
Pine Island, MN 55963
507.356.4455

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

Rochester Fire Station 3
Rochester, MN
Mechanical Upgrades

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

CRW Architecture & Design Group, Inc.
211 11th Avenue NW
Rochester, MN 55901
507.206.6201

The Owner and Contractor agree as follows.

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

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

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.

ELECTRONIC COPYING of any portion of this AIA® Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.

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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

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.)

[X] The date of this Agreement.

[ ] 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.)

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

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[X] By the following date: October 1, 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 Five Hundred and Ninety Thousand Dollars and Zero Cents ($ 590,000.00), 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
Alternate M-1 Replacement of Underfloor Heating Valves	$31,000.00

§ 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

§ 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)

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

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

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.

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§ 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:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twentieth (20) day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Twentieth (20) day of the following 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 Thirty (30) 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.)

5%

§ 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.)

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§ 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.)

§ 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:

§ 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.)

§ 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

[X] Litigation in a court of competent jurisdiction

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[ ] Other *(Specify)*

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)

Zack Wood
201 4th Street Southeast
Rochester, MN 55904
Office: 507.328.2027
Cell: 507.254.7870
zwood@rochestermn.gov

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

Lee Cocker
DMC Plumbing & Heating, Inc.
201 County Road 11 NW
Pine Island, MN 55963
507.356.4455
lee@dmcplumbing.com

§ 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.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with

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(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 This Agreement is comprised of the following documents:

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(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

.5 Drawings

Number	Title	Date
See attached Exhibit B	City of Rochester Fire Station 3 - Mechanical Upgrades Sheet index	

.6 Specifications

Section	Title	Date	Pages
See attached Exhibit C	Table of Contents		

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Number	Date	Pages
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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:

Title	Date	Pages

[ ] Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

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.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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CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Bid Award: Mayo Civic Center Auditorium Stage Replacement

MEETING DATE:
March 2, 2026

ORIGINATING DEPT:
City Administration

AGENDA SECTION:
Consent Agenda

PRESENTER:
Zack Wood

Action Requested:
Adopting a Resolution awarding a contract in the amount of $107,605 to Benike Construction for Auditorium Stage Replacement.

Report Narrative:
The Auditorium stage was originally installed in 1996 and resurfaced in 2015. We are reaching the end of life for the current stage surface, and due to its condition, it needs to be replaced. In 2025, Meyer, Borgman and Johnson structural engineers were engaged to perform an analysis and provide recommendations for reconditioning of the Auditorium stage. Based on that analysis, recommendations were made to address portions of the stage's substructure and foundation supports to ensure its long-term viability.

The current Auditorium stage surface consists of painted plywood. This surface requires significant ongoing maintenance to keep it usable for clients and events. The recommended replacement surface would be a low-maintenance theatrical laminate that does not require repainting after events. In addition, this surface is much more desirable for clients and events compared to the existing surface.

The projected budget for this project was $150,000. The low bid by Benike Construction was $107,605. An additional bid from Kraus Anderson Construction for $138,000 was accepted, as was an additional bid received via email for $123,200, which was not accepted.

Priorities & Foundational Principles:
Quality Services
Fiscal Responsibility and Sustainability

Policy Considerations & DEI Impact:
As part of the City's Fiscal Responsibility and Quality Services principles, this project is required to maintain the structural integrity of the Auditorium stage and provide a stage surface that meets the expectations of the clients who rent the space.

Prior Legislative Actions & Community Engagement:
Authorization for Bid Advertisement - January 21, 2026 - Approved

Fiscal & Resource Impact:
This project has been planned for 2026 within the Mayo Civic Center building improvements CIP J3501.

The current fund balance of J3501 is $3,245,814.62. The projected budget for this project was $150,000, the low bid was $107,605. If approved, the remaining available balance in the J3501 CIP would be $3,138,164.62. Lodging tax above and beyond the contribution to Mayo Civic Center operations replenishes the funding annually.

Alternative Action(s):

No alternative actions are recommended at this time.

Prepared By:

Zachary Wood

Attachments:

Contract - Benike - Stage Replacement

Contract - Benike - Exhibit A Insurance & Bond

Contract - Benike - General Conditions

Resolution - Mayo Civic Center Stage Replacement - Benike Construction

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 Twenty-fourth day of February in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

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

City of Rochester
201 4th Street SE
Rochester, MN 55021
5072082639

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

Benike Construction
2960 US 14
Rochester, MN 55901
5072082639

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

Mayo Civic Center - Stage Replacement
30 Civic Center Drive
Rochester, MN 55904

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

Meyer Borgman Johnson
206 South Broadway
Rochester, MN 55904
507 529-5310

The Owner and Contractor agree as follows.

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

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

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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TABLE OF ARTICLES

1 THE CONTRACT DOCUMENTS

2 THE WORK OF THIS CONTRACT

3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

4 CONTRACT SUM

5 PAYMENTS

6 DISPUTE RESOLUTION

7 TERMINATION OR SUSPENSION

8 MISCELLANEOUS PROVISIONS

9 ENUMERATION OF CONTRACT DOCUMENTS

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.)

[X] The date of this Agreement.

[ ] 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.)

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

[X] By the following date: 08-31-2026

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§ 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 One Hundred and Seven Thousand Six Hundred Five Dollars and Zero Cents ($ 107,605.00), 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

§ 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

§ 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)

§ 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.)

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

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month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-Fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Twenty-Fifth day of the following 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 Forty-Five (45) 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.)

5%

§ 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.)

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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:

§ 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.)

4.00 % per annum

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.)

§ 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

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

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

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§ 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.)

5%

§ 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)

Zack Wood
201 4th Street SE
Rochester, MN 55021
507 328-2027
zwood@rochestermn.gov

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

Mike Benike
2960 US 14
Rochester, MN 55901
507 288-6575
mikeb@benike.com

§ 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.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with a building information modeling exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with a building information modeling exhibit, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

§ 8.7 Other provisions:

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

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

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

.4 Building information modeling exhibit, dated as indicated below:
(Insert the date of the building information modeling exhibit incorporated into this Agreement.)

Number	Title	Date
S001	Legend Sheet	11/7/25
S201	Foundation Plan	11/7/25

.6 Specifications

Section	Title	Date	Pages

.7 Addenda, if any:

Number	Date	Pages

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:

Title	Date	Pages

[ ] 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.

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OWNER *(Signature)*	**CONTRACTOR** *(Signature)*
BY: Zack Wood	BY: Mike Benike
(Printed name and title)	*(Printed name and title)*

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Additions and Deletions Report for
AIA® Document A101® – 2017

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Changes to original AIA text

PAGE 7

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

.5 Drawings

Number	Title	Date
S001	Legend Sheet	11/7/25
S201	Foundation Plan	11/7/25

Variable Information

PAGE 1

AGREEMENT made as of the Twenty-fourth day of February in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

City of Rochester

201 4th Street SE
Rochester, MN 55021

5072082639

Benike Construction

2960 US 14
Rochester, MN 55901

5072082639

Mayo Civic Center - Stage Replacement

30 Civic Center Drive
Rochester, MN 55904

Meyer Borgman Johnson

206 South Broadway

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Rochester, MN 55904

507 529-5310

PAGE 2

[X] The date of this Agreement.

[ ] 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.)

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

[X] By the following date: 08-31-2026

PAGE 3

§ 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 One Hundred and Seven Thousand Six Hundred Five Dollars and Zero Cents ($ 107,605.00), subject to additions and deductions as provided in the Contract Documents.

N / A

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the Twenty-Fifth day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the Twenty-Fifth day of the following 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 Forty-Five (45) days after the Architect receives the Application for Payment.
(Federal, state or local laws may require payment within a certain period of time.)

5%

N / A

PAGE 5

N / A

4.00 % per annum

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

[X] Litigation in a court of competent jurisdiction

[ ] Other *(Specify)*

PAGE 6

5%

Zack Wood

201 4th Street SE

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Rochester, MN 55021

507 328-2027

zwood@rochestermn.gov

Mike Benike

2960 US 14
Rochester, MN 55901

507 288-6575

mikeb@benike.com

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:08:20 CST on 02/24/2026 under Order No. 20240064277 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ - 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Twenty-fourth day of February in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

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

Mayo Civic Center - Stage Replacement
30 Civic Center Drive
Rochester, MN 55904

THE OWNER:
(Name, legal status and address)

City of Rochester
201 4th Street SE
Rochester, MN 55021

THE CONTRACTOR:
(Name, legal status and address)

Benike Construction
2960 US 14
Rochester, MN 55901

TABLE OF ARTICLES

A.1 GENERAL

A.2 OWNER'S INSURANCE

A.3 CONTRACTOR'S INSURANCE AND BONDS

A.4 SPECIAL TERMS AND CONDITIONS

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

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

ARTICLE A.1 GENERAL

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

ARTICLE A.2 OWNER'S INSURANCE

§ A.2.1 General

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

§ A.2.2 Liability Insurance

The Owner shall be responsible for purchasing and maintaining the Owner's usual general liability insurance.

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§ A.2.3 Required Property Insurance

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

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

Causes of Loss	Sub-Limit

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

Coverage	Sub-Limit

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

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

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

§ A.2.3.3 Insurance for Existing Structures

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

§ A.2.4 Optional Extended Property Insurance.

The Owner shall purchase and maintain the insurance selected and described below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. For each type of insurance selected, indicate applicable limits of coverage or other

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conditions in the fill point below the selected item.)

[ ] **§ A.2.4.1 Loss of Use, Business Interruption, and Delay in Completion Insurance**, to reimburse the Owner for loss of use of the Owner's property, or the inability to conduct normal operations due to a covered cause of loss.

[ ] **§ A.2.4.2 Ordinance or Law Insurance**, for the reasonable and necessary costs to satisfy the minimum requirements of the enforcement of any law or ordinance regulating the demolition, construction, repair, replacement or use of the Project.

[ ] **§ A.2.4.3 Expediting Cost Insurance**, for the reasonable and necessary costs for the temporary repair of damage to insured property, and to expedite the permanent repair or replacement of the damaged property.

[ ] **§ A.2.4.4 Extra Expense Insurance**, to provide reimbursement of the reasonable and necessary excess costs incurred during the period of restoration or repair of the damaged property that are over and above the total costs that would normally have been incurred during the same period of time had no loss or damage occurred.

[ ] **§ A.2.4.5 Civil Authority Insurance**, for losses or costs arising from an order of a civil authority prohibiting access to the Project, provided such order is the direct result of physical damage covered under the required property insurance.

[ ] **§ A.2.4.6 Ingress/Egress Insurance**, for loss due to the necessary interruption of the insured's business due to physical prevention of ingress to, or egress from, the Project as a direct result of physical damage.

[ ] **§ A.2.4.7 Soft Costs Insurance**, to reimburse the Owner for costs due to the delay of completion of the Work, arising out of physical loss or damage covered by the required property insurance: including construction loan fees; leasing and marketing expenses; additional fees, including those of architects, engineers, consultants, attorneys and accountants, needed for the completion of the construction, repairs, or reconstruction; and carrying costs such as property taxes, building permits, additional interest on loans, realty taxes, and insurance premiums over and above normal expenses.

§ A.2.5 Other Optional Insurance.
The Owner shall purchase and maintain the insurance selected below.
(Select the types of insurance the Owner is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance.)

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

[ ] **§ A.2.5.2 Other Insurance**
(List below any other insurance coverage to be provided by the Owner and any applicable limits.)

Coverage **Limits**

ARTICLE A.3 CONTRACTOR'S INSURANCE AND BONDS
§ A.3.1 General
§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the

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Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

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

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

§ A.3.2 Contractor's Required Insurance Coverage

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

§ A.3.2.2 Commercial General Liability

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

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

- **.1** Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
- **.2** Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
- **.3** Claims for bodily injury other than to employees of the insured.
- **.4** Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
- **.5** Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
- **.6** Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
- **.7** Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
- **.8** Claims related to roofing, if the Work involves roofing.
- **.9** Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
- **.10** Claims related to earth subsidence or movement, where the Work involves such hazards.
- **.11** Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy

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limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

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

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents ($ 500,000.00) each accident, Five Hundred Thousand Dollars and Zero Cents ($ 500,000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents ($ 500,000.00) policy limit.

§ A.3.3 Contractor's Other Insurance Coverage

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

§ A.3.3.2 The Contractor shall purchase and maintain the following types and limits of insurance in accordance with Section A.3.3.1.
(Select the types of insurance the Contractor is required to purchase and maintain by placing an X in the box(es) next to the description(s) of selected insurance. Where policy limits are provided, include the policy limit in the appropriate fill point.)

[ ] **§ A.3.3.2.1** Property insurance of the same type and scope satisfying the requirements identified in Section A.2.3, which, if selected in this section A.3.3.2.1, relieves the Owner of the responsibility to purchase and maintain such insurance except insurance required by Section A.2.3.1.3 and Section A.2.3.3. The Contractor shall comply with all obligations of the Owner under Section A.2.3 except to the extent provided below. The Contractor shall disclose to the Owner the amount of any deductible, and the Owner shall be responsible for losses within the deductible. Upon request, the Contractor shall provide the Owner with a copy of the property insurance policy or policies required. The Owner shall adjust and settle the loss with the insurer and be the trustee of the proceeds of the property insurance in accordance with Article 11 of the General Conditions unless otherwise set forth below:
(Where the Contractor's obligation to provide property insurance differs from the Owner's obligations as described under Section A.2.3, indicate such differences in the space below. Additionally, if a party other than the Owner will be responsible for adjusting and settling a loss with the insurer and acting as the trustee of the proceeds of property insurance in accordance with Article 11 of the General Conditions, indicate the responsible party below.)

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[ ] **§ A.3.3.2.2 Railroad Protective Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for Work within fifty (50) feet of railroad property.

[ ] **§ A.3.3.2.3 Asbestos Abatement Liability Insurance**, with policy limits of not less than ($) per claim and ($) in the aggregate, for liability arising from the encapsulation, removal, handling, storage, transportation, and disposal of asbestos-containing materials.

[ ] **§ A.3.3.2.4** Insurance for physical damage to property while it is in storage and in transit to the construction site on an "all-risks" completed value form.

[ ] **§ A.3.3.2.5** Property insurance on an "all-risks" completed value form, covering property owned by the Contractor and used on the Project, including scaffolding and other equipment.

[ ] **§ A.3.3.2.6 Other Insurance**
(List below any other insurance coverage to be provided by the Contractor and any applicable limits.)

Coverage	**Limits**

ARTICLE A.4 SPECIAL TERMS AND CONDITIONS

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

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Additions and Deletions Report for
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Changes to original AIA text

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

~~**§ A.3.2.8** If the Contractor is required to furnish professional services as part of the Work, the Contractor shall procure Professional Liability insurance covering performance of the professional services, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

~~**§ A.3.2.9** If the Work involves the transport, dissemination, use, or release of pollutants, the Contractor shall procure Pollution Liability insurance, with policy limits of not less than ($) per claim and ($) in the aggregate.~~

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

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

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

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~~**§ A.3.4 Performance Bond and Payment Bond**~~

~~The Contractor shall provide surety bonds, from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located, as follows:~~
~~*(Specify type and penal sum of bonds.)*~~

~~**Type**~~	~~**Penal Sum ($0.00)**~~
~~Payment Bond~~	
~~Performance Bond~~	

~~Payment and Performance Bonds shall be AIA Document A312™, Payment Bond and Performance Bond, or contain provisions identical to AIA Document A312™, current as of the date of this Agreement.~~

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Variable Information

PAGE 1

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the Twenty-fourth day of February in the year Two Thousand Twenty-Six
(In words, indicate day, month and year.)

Mayo Civic Center - Stage Replacement

30 Civic Center Drive
Rochester, MN 55904

City of Rochester

201 4th Street SE
Rochester, MN 55021

Benike Construction

2960 US 14
Rochester, MN 55901

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§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than One Million Dollars and Zero Cents ($ 1,000,000.00) per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.6 Employers' Liability with policy limits not less than Five Hundred Thousand Dollars and Zero Cents ($ 500,000.00) each accident, Five Hundred Thousand Dollars and Zero Cents ($ 500,000.00) each employee, and Five Hundred Thousand Dollars and Zero Cents ($ 500,000.00) policy limit.

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AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

Mayo Civic Center - Stage Replacement
30 Civic Center Drive
Rochester, MN 55904

THE OWNER:
(Name, legal status and address)

City of Rochester
201 4th Street SE
Rochester, MN 55021

THE ARCHITECT:
(Name, legal status and address)

Meyer Borgman Johnson
206 South Broadway
Rochester, MN 55904

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

For guidance in modifying this document to include supplementary conditions, see AIA Document A503™–2017, Guide for Supplementary Conditions.

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

The Contract Documents are enumerated in the Agreement between the Owner and Contractor (hereinafter the Agreement) and consist of the Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement, and Modifications issued after execution of the Contract. A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive, or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding or proposal requirements.

§ 1.1.2 The Contract

The Contract Documents form the Contract for Construction. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind (1) between the Contractor and the Architect or the Architect's consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the Architect or the Architect's consultants, or (4) between any persons or entities other than the Owner and the Contractor. The Architect shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the Architect's duties.

§ 1.1.3 The Work

The term "Work" means the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment, and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

§ 1.1.4 The Project

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part and which may include construction by the Owner and by Separate Contractors.

§ 1.1.5 The Drawings

The Drawings are the graphic and pictorial portions of the Contract Documents showing the design, location and dimensions of the Work, generally including plans, elevations, sections, details, schedules, and diagrams.

§ 1.1.6 The Specifications

The Specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.

§ 1.1.7 Instruments of Service

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Architect and the Architect's consultants under their respective professional services agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, and other similar materials.

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

§ 1.2.1 The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents and reasonably inferable from them as being necessary to produce the indicated results.

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

§ 1.2.2 Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

§ 1.2.3 Unless otherwise stated in the Contract Documents, words that have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

§ 1.3 Capitalization

Terms capitalized in these General Conditions include those that are (1) specifically defined, (2) the titles of numbered articles, or (3) the titles of other documents published by the American Institute of Architects.

§ 1.4 Interpretation

In the interest of brevity the Contract Documents frequently omit modifying words such as "all" and "any" and articles such as "the" and "an," but the fact that a modifier or an article is absent from one statement and appears in another is not intended to affect the interpretation of either statement.

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

§ 1.5.1 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and retain all common law, statutory, and other reserved rights in their Instruments of Service, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and suppliers shall not own or claim a copyright in the Instruments of Service. Submittal or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of the Architect's or Architect's consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

§ 1.6.1 Except as otherwise provided in Section 1.6.2, where the Contract Documents require one party to notify or give notice to the other party, such notice shall be provided in writing to the designated representative of the party to whom the notice is addressed and shall be deemed to have been duly served if delivered in person, by mail, by courier, or by electronic transmission if a method for electronic transmission is set forth in the Agreement.

§ 1.6.2 Notice of Claims as provided in Section 15.1.3 shall be provided in writing and shall be deemed to have been duly served only if delivered to the designated representative of the party to whom the notice is addressed by certified or registered mail, or by courier providing proof of delivery.

§ 1.7 Digital Data Use and Transmission

The parties shall agree upon written protocols governing the transmission and use of, and reliance on, Instruments of Service or any other information or documentation in digital form.

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to written protocols governing the use of, and reliance on, the information contained in the model shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

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ARTICLE 2 OWNER

§ 2.1 General

§ 2.1.1 The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. Except as otherwise provided in Section 4.2.1, the Architect does not have such authority. The term "Owner" means the Owner or the Owner's authorized representative.

§ 2.1.2 The Owner shall furnish to the Contractor, within fifteen days after receipt of a written request, information necessary and relevant for the Contractor to evaluate, give notice of, or enforce mechanic's lien rights. Such information shall include a correct statement of the record legal title to the property on which the Project is located, usually referred to as the site, and the Owner's interest therein.

§ 2.2 Evidence of the Owner's Financial Arrangements

§ 2.2.1 Prior to commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. The Contractor shall have no obligation to commence the Work until the Owner provides such evidence. If commencement of the Work is delayed under this Section 2.2.1, the Contract Time shall be extended appropriately.

§ 2.2.2 Following commencement of the Work and upon written request by the Contractor, the Owner shall furnish to the Contractor reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract only if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due; or (3) a change in the Work materially changes the Contract Sum. If the Owner fails to provide such evidence, as required, within fourteen days of the Contractor's request, the Contractor may immediately stop the Work and, in that event, shall notify the Owner that the Work has stopped. However, if the request is made because a change in the Work materially changes the Contract Sum under (3) above, the Contractor may immediately stop only that portion of the Work affected by the change until reasonable evidence is provided. If the Work is stopped under this Section 2.2.2, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided in the Contract Documents.

§ 2.2.3 After the Owner furnishes evidence of financial arrangements under this Section 2.2, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.4 Where the Owner has designated information furnished under this Section 2.2 as "confidential," the Contractor shall keep the information confidential and shall not disclose it to any other person. However, the Contractor may disclose "confidential" information, after seven (7) days' notice to the Owner, where disclosure is required by law, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or by court or arbitrator(s) order. The Contractor may also disclose "confidential" information to its employees, consultants, sureties, Subcontractors and their employees, Sub-subcontractors, and others who need to know the content of such information solely and exclusively for the Project and who agree to maintain the confidentiality of such information.

§ 2.3 Information and Services Required of the Owner

§ 2.3.1 Except for permits and fees that are the responsibility of the Contractor under the Contract Documents, including those required under Section 3.7.1, the Owner shall secure and pay for necessary approvals, easements, assessments and charges required for construction, use or occupancy of permanent structures or for permanent changes in existing facilities.

§ 2.3.2 The Owner shall retain an architect lawfully licensed to practice architecture, or an entity lawfully practicing architecture, in the jurisdiction where the Project is located. That person or entity is identified as the Architect in the Agreement and is referred to throughout the Contract Documents as if singular in number.

§ 2.3.3 If the employment of the Architect terminates, the Owner shall employ a successor to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the Architect.

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§ 2.3.4 The Owner shall furnish surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a legal description of the site. The Contractor shall be entitled to rely on the accuracy of information furnished by the Owner but shall exercise proper precautions relating to the safe performance of the Work.

§ 2.3.5 The Owner shall furnish information or services required of the Owner by the Contract Documents with reasonable promptness. The Owner shall also furnish any other information or services under the Owner's control and relevant to the Contractor's performance of the Work with reasonable promptness after receiving the Contractor's written request for such information or services.

§ 2.3.6 Unless otherwise provided in the Contract Documents, the Owner shall furnish to the Contractor one copy of the Contract Documents for purposes of making reproductions pursuant to Section 1.5.2.

§ 2.4 Owner's Right to Stop the Work

If the Contractor fails to correct Work that is not in accordance with the requirements of the Contract Documents as required by Section 12.2 or repeatedly fails to carry out Work in accordance with the Contract Documents, the Owner may issue a written order to the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section 6.1.3.

§ 2.5 Owner's Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

§ 3.1.1 The Contractor is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor shall designate in writing a representative who shall have express authority to bind the Contractor with respect to all matters under this Contract. The term "Contractor" means the Contractor or the Contractor's authorized representative.

§ 3.1.2 The Contractor shall perform the Work in accordance with the Contract Documents.

§ 3.1.3 The Contractor shall not be relieved of its obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Architect in the Architect's administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

§ 3.2.1 Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become generally familiar with local conditions under which the Work is to be performed, and correlated personal observations with requirements of the Contract Documents.

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the

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purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

§ 3.2.3 The Contractor is not required to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Contractor shall promptly report to the Architect any nonconformity discovered by or made known to the Contractor as a request for information in such form as the Architect may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

§ 3.3.2 The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons or entities performing portions of the Work for, or on behalf of, the Contractor or any of its Subcontractors.

§ 3.3.3 The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

§ 3.4 Labor and Materials

§ 3.4.1 Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

§ 3.4.2 Except in the case of minor changes in the Work approved by the Architect in accordance with Section 3.12.8 or ordered by the Architect in accordance with Section 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the Architect and in accordance with a Change Order or Construction Change Directive.

§ 3.4.3 The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Work. The Contractor shall not permit employment of unfit persons or persons not properly skilled in tasks assigned to them.

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§ 3.5 Warranty

§ 3.5.1 The Contractor warrants to the Owner and Architect that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Architect, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

§ 3.5.2 All material, equipment, or other special warranties required by the Contract Documents shall be issued in the name of the Owner, or shall be transferable to the Owner, and shall commence in accordance with Section 9.8.4.

§ 3.6 Taxes

The Contractor shall pay sales, consumer, use and similar taxes for the Work provided by the Contractor that are legally enacted when bids are received or negotiations concluded, whether or not yet effective or merely scheduled to go into effect.

§ 3.7 Permits, Fees, Notices and Compliance with Laws

§ 3.7.1 Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for the building permit as well as for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.

§ 3.7.2 The Contractor shall comply with and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities applicable to performance of the Work.

§ 3.7.3 If the Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Contractor shall assume appropriate responsibility for such Work and shall bear the costs attributable to correction.

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

§ 3.7.5 If, in the course of the Work, the Contractor encounters human remains or recognizes the existence of burial markers, archaeological sites or wetlands not indicated in the Contract Documents, the Contractor shall immediately suspend any operations that would affect them and shall notify the Owner and Architect. Upon receipt of such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

§ 3.8 Allowances

§ 3.8.1 The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct,

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but the Contractor shall not be required to employ persons or entities to whom the Contractor has reasonable objection.

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

§ 3.8.3 Materials and equipment under an allowance shall be selected by the Owner with reasonable promptness.

§ 3.9 Superintendent

§ 3.9.1 The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor.

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 3.9.3 The Contractor shall not employ a proposed superintendent to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not change the superintendent without the Owner's consent, which shall not unreasonably be withheld or delayed.

§ 3.10 Contractor's Construction and Submittal Schedules

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall submit for the Owner's and Architect's information a Contractor's construction schedule for the Work. The schedule shall contain detail appropriate for the Project, including (1) the date of commencement of the Work, interim schedule milestone dates, and the date of Substantial Completion; (2) an apportionment of the Work by construction activity; and (3) the time required for completion of each portion of the Work. The schedule shall provide for the orderly progression of the Work to completion and shall not exceed time limits current under the Contract Documents. The schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project.

§ 3.10.2 The Contractor, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, shall submit a submittal schedule for the Architect's approval. The Architect's approval shall not be unreasonably delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the Architect reasonable time to review submittals. If the Contractor fails to submit a submittal schedule, or fails to provide submittals in accordance with the approved submittal schedule, the Contractor shall not be entitled to any increase in Contract Sum or extension of Contract Time based on the time required for review of submittals.

§ 3.10.3 The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Architect.

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as

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constructed.

§ 3.12 Shop Drawings, Product Data and Samples

§ 3.12.1 Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by the Contractor or a Subcontractor, Sub-subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.

§ 3.12.2 Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams, and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

§ 3.12.3 Samples are physical examples that illustrate materials, equipment, or workmanship, and establish standards by which the Work will be judged.

§ 3.12.4 Shop Drawings, Product Data, Samples, and similar submittals are not Contract Documents. Their purpose is to demonstrate how the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents for those portions of the Work for which the Contract Documents require submittals. Review by the Architect is subject to the limitations of Section 4.2.7. Informational submittals upon which the Architect is not expected to take responsive action may be so identified in the Contract Documents. Submittals that are not required by the Contract Documents may be returned by the Architect without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve, and submit to the Architect, Shop Drawings, Product Data, Samples, and similar submittals required by the Contract Documents, in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of Separate Contractors.

§ 3.12.6 By submitting Shop Drawings, Product Data, Samples, and similar submittals, the Contractor represents to the Owner and Architect that the Contractor has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and (3) checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

§ 3.12.7 The Contractor shall perform no portion of the Work for which the Contract Documents require submittal and review of Shop Drawings, Product Data, Samples, or similar submittals, until the respective submittal has been approved by the Architect.

§ 3.12.8 The Work shall be in accordance with approved submittals except that the Contractor shall not be relieved of responsibility for deviations from the requirements of the Contract Documents by the Architect's approval of Shop Drawings, Product Data, Samples, or similar submittals, unless the Contractor has specifically notified the Architect of such deviation at the time of submittal and (1) the Architect has given written approval to the specific deviation as a minor change in the Work, or (2) a Change Order or Construction Change Directive has been issued authorizing the deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples, or similar submittals, by the Architect's approval thereof.

§ 3.12.9 The Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar submittals, to revisions other than those requested by the Architect on previous submittals. In the absence of such notice, the Architect's approval of a resubmission shall not apply to such revisions.

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The

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Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

§ 3.12.10.2 If the Contract Documents require the Contractor's design professional to certify that the Work has been performed in accordance with the design criteria, the Contractor shall furnish such certifications to the Architect at the time and in the form specified by the Architect.

§ 3.13 Use of Site

The Contractor shall confine operations at the site to areas permitted by applicable laws, statutes, ordinances, codes, rules and regulations, lawful orders of public authorities, and the Contract Documents and shall not unreasonably encumber the site with materials or equipment.

§ 3.14 Cutting and Patching

§ 3.14.1 The Contractor shall be responsible for cutting, fitting, or patching required to complete the Work or to make its parts fit together properly. All areas requiring cutting, fitting, or patching shall be restored to the condition existing prior to the cutting, fitting, or patching, unless otherwise required by the Contract Documents.

§ 3.14.2 The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or Separate Contractors by cutting, patching, or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter construction by the Owner or a Separate Contractor except with written consent of the Owner and of the Separate Contractor. Consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold, from the Owner or a Separate Contractor, its consent to cutting or otherwise altering the Work.

§ 3.15 Cleaning Up

§ 3.15.1 The Contractor shall keep the premises and surrounding area free from accumulation of waste materials and rubbish caused by operations under the Contract. At completion of the Work, the Contractor shall remove waste materials, rubbish, the Contractor's tools, construction equipment, machinery, and surplus materials from and about the Project.

§ 3.15.2 If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the Owner shall be entitled to reimbursement from the Contractor.

§ 3.16 Access to Work

The Contractor shall provide the Owner and Architect with access to the Work in preparation and progress wherever located.

§ 3.17 Royalties, Patents and Copyrights

The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of copyrights and patent rights and shall hold the Owner and Architect harmless from loss on account thereof, but shall not be responsible for defense or loss when a particular design, process, or product of a particular manufacturer or manufacturers is required by the Contract Documents, or where the copyright violations are contained in Drawings, Specifications, or other documents prepared by the Owner or Architect. However, if an infringement of a copyright or patent is discovered by, or made known to, the Contractor, the Contractor shall be responsible for the loss unless the information is promptly furnished to the Architect.

§ 3.18 Indemnification

§ 3.18.1 To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the

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Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), but only to the extent caused by the negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity that would otherwise exist as to a party or person described in this Section 3.18.

§ 3.18.2 In claims against any person or entity indemnified under this Section 3.18 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, the indemnification obligation under Section 3.18.1 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Contractor or a Subcontractor under workers' compensation acts, disability benefit acts, or other employee benefit acts.

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

§ 4.1.2 Duties, responsibilities, and limitations of authority of the Architect as set forth in the Contract Documents shall not be restricted, modified, or extended without written consent of the Owner, Contractor, and Architect. Consent shall not be unreasonably withheld.

§ 4.2 Administration of the Contract

§ 4.2.1 The Architect will provide administration of the Contract as described in the Contract Documents and will be an Owner's representative during construction until the date the Architect issues the final Certificate for Payment. The Architect will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The Architect will visit the site at intervals appropriate to the stage of construction, or as otherwise agreed with the Owner, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine in general if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The Architect will not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work, since these are solely the Contractor's rights and responsibilities under the Contract Documents.

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

The Owner and Contractor shall include the Architect in all communications that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect. Communications by and with Subcontractors and suppliers shall be through the Contractor. Communications by and with Separate Contractors shall be through the Owner. The Contract Documents may specify other communication protocols.

§ 4.2.5 Based on the Architect's evaluations of the Contractor's Applications for Payment, the Architect will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

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§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The Architect will review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect's action will be taken in accordance with the submittal schedule approved by the Architect or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Architect's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections 3.3, 3.5, and 3.12. The Architect's review shall not constitute approval of safety precautions or of any construction means, methods, techniques, sequences, or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 4.2.8 The Architect will prepare Change Orders and Construction Change Directives, and may order minor changes in the Work as provided in Section 7.4. The Architect will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The Architect will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion pursuant to Section 9.8; receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor pursuant to Section 9.10; and issue a final Certificate for Payment pursuant to Section 9.10.

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

§ 4.2.11 The Architect will interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 4.2.12 Interpretations and decisions of the Architect will be consistent with the intent of, and reasonably inferable from, the Contract Documents and will be in writing or in the form of drawings. When making such interpretations and decisions, the Architect will endeavor to secure faithful performance by both Owner and Contractor, will not show partiality to either, and will not be liable for results of interpretations or decisions rendered in good faith.

§ 4.2.13 The Architect's decisions on matters relating to aesthetic effect will be final if consistent with the intent expressed in the Contract Documents.

§ 4.2.14 The Architect will review and respond to requests for information about the Contract Documents. The Architect's response to such requests will be made in writing within any time limits agreed upon or otherwise with reasonable promptness. If appropriate, the Architect will prepare and issue supplemental Drawings and Specifications in response to the requests for information.

ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a Separate Contractor or the subcontractors of a Separate Contractor.

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§ 5.1.2 A Sub-subcontractor is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

§ 5.2.1 Unless otherwise stated in the Contract Documents, the Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the persons or entities proposed for each principal portion of the Work, including those who are to furnish materials or equipment fabricated to a special design. Within 14 days of receipt of the information, the Architect may notify the Contractor whether the Owner or the Architect (1) has reasonable objection to any such proposed person or entity or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

§ 5.2.2 The Contractor shall not contract with a proposed person or entity to whom the Owner or Architect has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

§ 5.2.3 If the Owner or Architect has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Architect has no reasonable objection. If the proposed but rejected Subcontractor was reasonably capable of performing the Work, the Contract Sum and Contract Time shall be increased or decreased by the difference, if any, occasioned by such change, and an appropriate Change Order shall be issued before commencement of the substitute Subcontractor's Work. However, no increase in the Contract Sum or Contract Time shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

§ 5.2.4 The Contractor shall not substitute a Subcontractor, person, or entity for one previously selected if the Owner or Architect makes reasonable objection to such substitution.

§ 5.3 Subcontractual Relations

By appropriate written agreement, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities, including the responsibility for safety of the Subcontractor's Work that the Contractor, by these Contract Documents, assumes toward the Owner and Architect. Each subcontract agreement shall preserve and protect the rights of the Owner and Architect under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies, and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound, and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement that may be at variance with the Contract Documents. Subcontractors will similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

§ 5.4 Contingent Assignment of Subcontracts

§ 5.4.1 Each subcontract agreement for a portion of the Work is assigned by the Contractor to the Owner, provided that

- **.1** assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and
- **.2** assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

When the Owner accepts the assignment of a subcontract agreement, the Owner assumes the Contractor's rights and obligations under the subcontract.

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§ 5.4.2 Upon such assignment, if the Work has been suspended for more than 30 days, the Subcontractor's compensation shall be equitably adjusted for increases in cost resulting from the suspension.

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

§ 6.1.1 The term "Separate Contractor(s)" shall mean other contractors retained by the Owner under separate agreements. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and with Separate Contractors retained under Conditions of the Contract substantially similar to those of this Contract, including those provisions of the Conditions of the Contract related to insurance and waiver of subrogation.

§ 6.1.2 When separate contracts are awarded for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Owner-Contractor Agreement.

§ 6.1.3 The Owner shall provide for coordination of the activities of the Owner's own forces and of each Separate Contractor with the Work of the Contractor, who shall cooperate with them. The Contractor shall participate with any Separate Contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to its construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, Separate Contractors, and the Owner until subsequently revised.

§ 6.1.4 Unless otherwise provided in the Contract Documents, when the Owner performs construction or operations related to the Project with the Owner's own forces or with Separate Contractors, the Owner or its Separate Contractors shall have the same obligations and rights that the Contractor has under the Conditions of the Contract, including, without excluding others, those stated in Article 3, this Article 6, and Articles 10, 11, and 12.

§ 6.2 Mutual Responsibility

§ 6.2.1 The Contractor shall afford the Owner and Separate Contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities, and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

§ 6.2.3 The Contractor shall reimburse the Owner for costs the Owner incurs that are payable to a Separate Contractor because of the Contractor's delays, improperly timed activities or defective construction. The Owner shall be responsible to the Contractor for costs the Contractor incurs because of a Separate Contractor's delays, improperly timed activities, damage to the Work or defective construction.

§ 6.2.4 The Contractor shall promptly remedy damage that the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or Separate Contractor as provided in Section 10.2.5.

§ 6.2.5 The Owner and each Separate Contractor shall have the same responsibilities for cutting and patching as are described for the Contractor in Section 3.14.

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§ 6.3 Owner's Right to Clean Up

If a dispute arises among the Contractor, Separate Contractors, and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the Architect will allocate the cost among those responsible.

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

§ 7.1.1 Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order, Construction Change Directive or order for a minor change in the Work, subject to the limitations stated in this Article 7 and elsewhere in the Contract Documents.

§ 7.1.2 A Change Order shall be based upon agreement among the Owner, Contractor, and Architect. A Construction Change Directive requires agreement by the Owner and Architect and may or may not be agreed to by the Contractor. An order for a minor change in the Work may be issued by the Architect alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents. The Contractor shall proceed promptly with changes in the Work, unless otherwise provided in the Change Order, Construction Change Directive, or order for a minor change in the Work.

§ 7.2 Change Orders

§ 7.2.1 A Change Order is a written instrument prepared by the Architect and signed by the Owner, Contractor, and Architect stating their agreement upon all of the following:

.1 The change in the Work;

.2 The amount of the adjustment, if any, in the Contract Sum; and

.3 The extent of the adjustment, if any, in the Contract Time.

§ 7.3 Construction Change Directives

§ 7.3.1 A Construction Change Directive is a written order prepared by the Architect and signed by the Owner and Architect, directing a change in the Work prior to agreement on adjustment, if any, in the Contract Sum or Contract Time, or both. The Owner may by Construction Change Directive, without invalidating the Contract, order changes in the Work within the general scope of the Contract consisting of additions, deletions, or other revisions, the Contract Sum and Contract Time being adjusted accordingly.

§ 7.3.2 A Construction Change Directive shall be used in the absence of total agreement on the terms of a Change Order.

§ 7.3.3 If the Construction Change Directive provides for an adjustment to the Contract Sum, the adjustment shall be based on one of the following methods:

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;

.2 Unit prices stated in the Contract Documents or subsequently agreed upon;

.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or

.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

.1 Costs of labor, including applicable payroll taxes, fringe benefits required by agreement or custom, workers' compensation insurance, and other employee costs approved by the Architect;

.2 Costs of materials, supplies, and equipment, including cost of transportation, whether incorporated or consumed;

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.3 Rental costs of machinery and equipment, exclusive of hand tools, whether rented from the Contractor or others;

.4 Costs of premiums for all bonds and insurance, permit fees, and sales, use, or similar taxes, directly related to the change; and

.5 Costs of supervision and field office personnel directly attributable to the change.

§ 7.3.5 If the Contractor disagrees with the adjustment in the Contract Time, the Contractor may make a Claim in accordance with applicable provisions of Article 15.

§ 7.3.6 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the Architect of the Contractor's agreement or disagreement with the method, if any, provided in the Construction Change Directive for determining the proposed adjustment in the Contract Sum or Contract Time.

§ 7.3.7 A Construction Change Directive signed by the Contractor indicates the Contractor's agreement therewith, including adjustment in Contract Sum and Contract Time or the method for determining them. Such agreement shall be effective immediately and shall be recorded as a Change Order.

§ 7.3.8 The amount of credit to be allowed by the Contractor to the Owner for a deletion or change that results in a net decrease in the Contract Sum shall be actual net cost as confirmed by the Architect. When both additions and credits covering related Work or substitutions are involved in a change, the allowance for overhead and profit shall be figured on the basis of net increase, if any, with respect to that change.

§ 7.3.9 Pending final determination of the total cost of a Construction Change Directive to the Owner, the Contractor may request payment for Work completed under the Construction Change Directive in Applications for Payment. The Architect will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the Architect determines, in the Architect's professional judgment, to be reasonably justified. The Architect's interim determination of cost shall adjust the Contract Sum on the same basis as a Change Order, subject to the right of either party to disagree and assert a Claim in accordance with Article 15.

§ 7.3.10 When the Owner and Contractor agree with a determination made by the Architect concerning the adjustments in the Contract Sum and Contract Time, or otherwise reach agreement upon the adjustments, such agreement shall be effective immediately and the Architect will prepare a Change Order. Change Orders may be issued for all or any part of a Construction Change Directive.

§ 7.4 Minor Changes in the Work

The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. The Architect's order for minor changes shall be in writing. If the Contractor believes that the proposed minor change in the Work will affect the Contract Sum or Contract Time, the Contractor shall notify the Architect and shall not proceed to implement the change in the Work. If the Contractor performs the Work set forth in the Architect's order for a minor change without prior notice to the Architect that such change will affect the Contract Sum or Contract Time, the Contractor waives any adjustment to the Contract Sum or extension of the Contract Time.

ARTICLE 8 TIME

§ 8.1 Definitions

§ 8.1.1 Unless otherwise provided, Contract Time is the period of time, including authorized adjustments, allotted in the Contract Documents for Substantial Completion of the Work.

§ 8.1.2 The date of commencement of the Work is the date established in the Agreement.

§ 8.1.3 The date of Substantial Completion is the date certified by the Architect in accordance with Section 9.8.

§ 8.1.4 The term "day" as used in the Contract Documents shall mean calendar day unless otherwise specifically defined.

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§ 8.2 Progress and Completion

§ 8.2.1 Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Agreement, the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

§ 8.2.3 The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

§ 8.3 Delays and Extensions of Time

§ 8.3.1 If the Contractor is delayed at any time in the commencement or progress of the Work by (1) an act or neglect of the Owner or Architect, of an employee of either, or of a Separate Contractor; (2) by changes ordered in the Work; (3) by labor disputes, fire, unusual delay in deliveries, unavoidable casualties, adverse weather conditions documented in accordance with Section 15.1.6.2, or other causes beyond the Contractor's control; (4) by delay authorized by the Owner pending mediation and binding dispute resolution; or (5) by other causes that the Contractor asserts, and the Architect determines, justify delay, then the Contract Time shall be extended for such reasonable time as the Architect may determine.

§ 8.3.2 Claims relating to time shall be made in accordance with applicable provisions of Article 15.

§ 8.3.3 This Section 8.3 does not preclude recovery of damages for delay by either party under other provisions of the Contract Documents.

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

§ 9.1.1 The Contract Sum is stated in the Agreement and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents.

§ 9.1.2 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed so that application of such unit prices to the actual quantities causes substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 9.2 Schedule of Values

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit a schedule of values to the Architect before the first Application for Payment, allocating the entire Contract Sum to the various portions of the Work. The schedule of values shall be prepared in the form, and supported by the data to substantiate its accuracy, required by the Architect. This schedule, unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's Applications for Payment. Any changes to the schedule of values shall be submitted to the Architect and supported by such data to substantiate its accuracy as the Architect may require, and unless objected to by the Architect, shall be used as a basis for reviewing the Contractor's subsequent Applications for Payment.

§ 9.3 Applications for Payment

§ 9.3.1 At least ten days before the date established for each progress payment, the Contractor shall submit to the Architect an itemized Application for Payment prepared in accordance with the schedule of values, if required under Section 9.2, for completed portions of the Work. The application shall be notarized, if required, and supported by all data substantiating the Contractor's right to payment that the Owner or Architect require, such as copies of requisitions, and releases and waivers of liens from Subcontractors and suppliers, and shall reflect retainage if provided for in the Contract Documents.

§ 9.3.1.1 As provided in Section 7.3.9, such applications may include requests for payment on account of changes in the Work that have been properly authorized by Construction Change Directives, or by interim determinations of the Architect, but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or supplier, unless such Work has been performed by others

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whom the Contractor intends to pay.

§ 9.3.2 Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location agreed upon in writing. Payment for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include the costs of applicable insurance, storage, and transportation to the site, for such materials and equipment stored off the site.

§ 9.3.3 The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information, and belief, be free and clear of liens, claims, security interests, or encumbrances, in favor of the Contractor, Subcontractors, suppliers, or other persons or entities that provided labor, materials, and equipment relating to the Work.

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the Architect to the Owner, based on the Architect's evaluation of the Work and the data in the Application for Payment, that, to the best of the Architect's knowledge, information, and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, to results of subsequent tests and inspections, to correction of minor deviations from the Contract Documents prior to completion, and to specific qualifications expressed by the Architect. However, the issuance of a Certificate for Payment will not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work; (2) reviewed construction means, methods, techniques, sequences, or procedures; (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment; or (4) made examination to ascertain how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 9.5 Decisions to Withhold Certification

§ 9.5.1 The Architect may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Architect's opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the Architect is unable to certify payment in the amount of the Application, the Architect will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and Architect cannot agree on a revised amount, the Architect will promptly issue a Certificate for Payment for the amount for which the Architect is able to make such representations to the Owner. The Architect may also withhold a Certificate for Payment or, because of subsequently discovered evidence, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Architect's opinion to protect the Owner from loss for which the Contractor is responsible, including loss resulting from acts and omissions described in Section 3.3.2, because of

- **.1** defective Work not remedied;
- **.2** third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;
- **.3** failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;
- **.4** reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- **.5** damage to the Owner or a Separate Contractor;
- **.6** reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay;

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or

.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

§ 9.5.3 When the reasons for withholding certification are removed, certification will be made for amounts previously withheld.

§ 9.5.4 If the Architect withholds certification for payment under Section 9.5.1.3, the Owner may, at its sole option, issue joint checks to the Contractor and to any Subcontractor or supplier to whom the Contractor failed to make payment for Work properly performed or material or equipment suitably delivered. If the Owner makes payments by joint check, the Owner shall notify the Architect and the Contractor shall reflect such payment on its next Application for Payment.

§ 9.6 Progress Payments

§ 9.6.1 After the Architect has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Architect.

§ 9.6.2 The Contractor shall pay each Subcontractor, no later than seven days after receipt of payment from the Owner, the amount to which the Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of the Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in a similar manner.

§ 9.6.3 The Architect will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Architect and Owner on account of portions of the Work done by such Subcontractor.

§ 9.6.4 The Owner has the right to request written evidence from the Contractor that the Contractor has properly paid Subcontractors and suppliers amounts paid by the Owner to the Contractor for subcontracted Work. If the Contractor fails to furnish such evidence within seven days, the Owner shall have the right to contact Subcontractors and suppliers to ascertain whether they have been properly paid. Neither the Owner nor Architect shall have an obligation to pay, or to see to the payment of money to, a Subcontractor or supplier, except as may otherwise be required by law.

§ 9.6.5 The Contractor's payments to suppliers shall be treated in a manner similar to that provided in Sections 9.6.2, 9.6.3 and 9.6.4.

§ 9.6.6 A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

§ 9.6.7 Unless the Contractor provides the Owner with a payment bond in the full penal sum of the Contract Sum, payments received by the Contractor for Work properly performed by Subcontractors or provided by suppliers shall be held by the Contractor for those Subcontractors or suppliers who performed Work or furnished materials, or both, under contract with the Contractor for which payment was made by the Owner. Nothing contained herein shall require money to be placed in a separate account and not commingled with money of the Contractor, create any fiduciary liability or tort liability on the part of the Contractor for breach of trust, or entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

§ 9.6.8 Provided the Owner has fulfilled its payment obligations under the Contract Documents, the Contractor shall defend and indemnify the Owner from all loss, liability, damage or expense, including reasonable attorney's fees and litigation expenses, arising out of any lien claim or other claim for payment by any Subcontractor or supplier of any tier. Upon receipt of notice of a lien claim or other claim for payment, the Owner shall notify the Contractor. If approved by the applicable court, when required, the Contractor may substitute a surety bond for the property against which the lien or other claim for payment has been asserted.

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§ 9.7 Failure of Payment

If the Architect does not issue a Certificate for Payment, through no fault of the Contractor, within seven days after receipt of the Contractor's Application for Payment, or if the Owner does not pay the Contractor within seven days after the date established in the Contract Documents, the amount certified by the Architect or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' notice to the Owner and Architect, stop the Work until payment of the amount owing has been received. The Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable costs of shutdown, delay and start-up, plus interest as provided for in the Contract Documents.

§ 9.8 Substantial Completion

§ 9.8.1 Substantial Completion is the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work for its intended use.

§ 9.8.2 When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Architect a comprehensive list of items to be completed or corrected prior to final payment. Failure to include an item on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

§ 9.8.3 Upon receipt of the Contractor's list, the Architect will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Architect's inspection discloses any item, whether or not included on the Contractor's list, which is not sufficiently complete in accordance with the Contract Documents so that the Owner can occupy or utilize the Work or designated portion thereof for its intended use, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Architect. In such case, the Contractor shall then submit a request for another inspection by the Architect to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the Architect will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion; establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance; and fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion.

§ 9.8.5 The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in the Certificate. Upon such acceptance, and consent of surety if any, the Owner shall make payment of retainage applying to the Work or designated portion thereof. Such payment shall be adjusted for Work that is incomplete or not in accordance with the requirements of the Contract Documents.

§ 9.9 Partial Occupancy or Use

§ 9.9.1 The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is consented to by the insurer and authorized by public authorities having jurisdiction over the Project. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage, if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Architect as provided under Section 9.8.2. Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Architect.

§ 9.9.2 Immediately prior to such partial occupancy or use, the Owner, Contractor, and Architect shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

§ 9.9.3 Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

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§ 9.10 Final Completion and Final Payment

§ 9.10.1 Upon receipt of the Contractor's notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Architect will promptly make such inspection. When the Architect finds the Work acceptable under the Contract Documents and the Contract fully performed, the Architect will promptly issue a final Certificate for Payment stating that to the best of the Architect's knowledge, information and belief, and on the basis of the Architect's on-site visits and inspections, the Work has been completed in accordance with the Contract Documents and that the entire balance found to be due the Contractor and noted in the final Certificate is due and payable. The Architect's final Certificate for Payment will constitute a further representation that conditions listed in Section 9.10.2 as precedent to the Contractor's being entitled to final payment have been fulfilled.

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

§ 9.10.3 If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of the Contractor or by issuance of Change Orders affecting final completion, and the Architect so confirms, the Owner shall, upon application by the Contractor and certification by the Architect, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed, corrected, and accepted. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds have been furnished, the written consent of the surety to payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the Contractor to the Architect prior to certification of such payment. Such payment shall be made under terms and conditions governing final payment, except that it shall not constitute a waiver of Claims.

§ 9.10.4 The making of final payment shall constitute a waiver of Claims by the Owner except those arising from

- **.1** liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
- **.2** failure of the Work to comply with the requirements of the Contract Documents;
- **.3** terms of special warranties required by the Contract Documents; or
- **.4** audits performed by the Owner, if permitted by the Contract Documents, after final payment.

§ 9.10.5 Acceptance of final payment by the Contractor, a Subcontractor, or a supplier, shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

§ 10.2 Safety of Persons and Property

§ 10.2.1 The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury, or loss to

- **.1** employees on the Work and other persons who may be affected thereby;

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.2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody, or control of the Contractor, a Subcontractor, or a Sub-subcontractor; and

.3 other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

§ 10.2.2 The Contractor shall comply with, and give notices required by applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, bearing on safety of persons or property or their protection from damage, injury, or loss.

§ 10.2.3 The Contractor shall implement, erect, and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards; promulgating safety regulations; and notifying the owners and users of adjacent sites and utilities of the safeguards.

§ 10.2.4 When use or storage of explosives or other hazardous materials or equipment, or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

§ 10.2.5 The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Sections 10.2.1.2 and 10.2.1.3 caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Sections 10.2.1.2 and 10.2.1.3. The Contractor may make a Claim for the cost to remedy the damage or loss to the extent such damage or loss is attributable to acts or omissions of the Owner or Architect or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section 3.18.

§ 10.2.6 The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.

§ 10.2.7 The Contractor shall not permit any part of the construction or site to be loaded so as to cause damage or create an unsafe condition.

§ 10.2.8 Injury or Damage to Person or Property

If either party suffers injury or damage to person or property because of an act or omission of the other party, or of others for whose acts such party is legally responsible, notice of the injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after discovery. The notice shall provide sufficient detail to enable the other party to investigate the matter.

§ 10.3 Hazardous Materials and Substances

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed

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by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

§ 10.3.3 To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance presents the risk of bodily injury or death as described in Section 10.3.1 and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

§ 10.3.4 The Owner shall not be responsible under this Section 10.3 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.

§ 10.3.5 The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section 10.3.1, except to the extent that the cost and expense are due to the Owner's fault or negligence.

§ 10.3.6 If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

§ 10.4 Emergencies

In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Article 15 and Article 7.

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

§ 11.1.1 The Contractor shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Contractor shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Owner, Architect, and Architect's consultants shall be named as additional insureds under the Contractor's commercial general liability policy or as otherwise described in the Contract Documents.

§ 11.1.2 The Contractor shall provide surety bonds of the types, for such penal sums, and subject to such terms and conditions as required by the Contract Documents. The Contractor shall purchase and maintain the required bonds from a company or companies lawfully authorized to issue surety bonds in the jurisdiction where the Project is located.

§ 11.1.3 Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

§ 11.1.4 Notice of Cancellation or Expiration of Contractor's Required Insurance. Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve

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the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 Owner's Insurance

§ 11.2.1 The Owner shall purchase and maintain insurance of the types and limits of liability, containing the endorsements, and subject to the terms and conditions, as described in the Agreement or elsewhere in the Contract Documents. The Owner shall purchase and maintain the required insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located.

§ 11.2.2 Failure to Purchase Required Property Insurance. If the Owner fails to purchase and maintain the required property insurance, with all of the coverages and in the amounts described in the Agreement or elsewhere in the Contract Documents, the Owner shall inform the Contractor in writing prior to commencement of the Work. Upon receipt of notice from the Owner, the Contractor may delay commencement of the Work and may obtain insurance that will protect the interests of the Contractor, Subcontractors, and Sub-Subcontractors in the Work. When the failure to provide coverage has been cured or resolved, the Contract Sum and Contract Time shall be equitably adjusted. In the event the Owner fails to procure coverage, the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent the loss to the Owner would have been covered by the insurance to have been procured by the Owner. The cost of the insurance shall be charged to the Owner by a Change Order. If the Owner does not provide written notice, and the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain the required insurance, the Owner shall reimburse the Contractor for all reasonable costs and damages attributable thereto.

§ 11.2.3 Notice of Cancellation or Expiration of Owner's Required Property Insurance. Within three (3) business days of the date the Owner becomes aware of an impending or actual cancellation or expiration of any property insurance required by the Contract Documents, the Owner shall provide notice to the Contractor of such impending or actual cancellation or expiration. Unless the lapse in coverage arises from an act or omission of the Contractor: (1) the Contractor, upon receipt of notice from the Owner, shall have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by either the Owner or the Contractor; (2) the Contract Time and Contract Sum shall be equitably adjusted; and (3) the Owner waives all rights against the Contractor, Subcontractors, and Sub-subcontractors to the extent any loss to the Owner would have been covered by the insurance had it not expired or been cancelled. If the Contractor purchases replacement coverage, the cost of the insurance shall be charged to the Owner by an appropriate Change Order. The furnishing of notice by the Owner shall not relieve the Owner of any contractual obligation to provide required insurance.

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

§ 11.4 Loss of Use, Business Interruption, and Delay in Completion Insurance

The Owner, at the Owner's option, may purchase and maintain insurance that will protect the Owner against loss of use of the Owner's property, or the inability to conduct normal operations, due to fire or other causes of loss. The Owner waives all rights of action against the Contractor and Architect for loss of use of the Owner's property, due to

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fire or other hazards however caused.

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

§ 11.5.2 Prior to settlement of an insured loss, the Owner shall notify the Contractor of the terms of the proposed settlement as well as the proposed allocation of the insurance proceeds. The Contractor shall have 14 days from receipt of notice to object to the proposed settlement or allocation of the proceeds. If the Contractor does not object, the Owner shall settle the loss and the Contractor shall be bound by the settlement and allocation. Upon receipt, the Owner shall deposit the insurance proceeds in a separate account and make the appropriate distributions. Thereafter, if no other agreement is made or the Owner does not terminate the Contract for convenience, the Owner and Contractor shall execute a Change Order for reconstruction of the damaged or destroyed Work in the amount allocated for that purpose. If the Contractor timely objects to either the terms of the proposed settlement or the allocation of the proceeds, the Owner may proceed to settle the insured loss, and any dispute between the Owner and Contractor arising out of the settlement or allocation of the proceeds shall be resolved pursuant to Article 15. Pending resolution of any dispute, the Owner may issue a Construction Change Directive for the reconstruction of the damaged or destroyed Work.

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

§ 12.1.1 If a portion of the Work is covered contrary to the Architect's request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the Architect, be uncovered for the Architect's examination and be replaced at the Contractor's expense without change in the Contract Time.

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

The Contractor shall promptly correct Work rejected by the Architect or failing to conform to the requirements of the Contract Documents, discovered before Substantial Completion and whether or not fabricated, installed or completed. Costs of correcting such rejected Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for the Architect's services and expenses made necessary thereby, shall be at the Contractor's expense.

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

§ 12.2.2.2 The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

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§ 12.2.2.3 The one-year period for correction of Work shall not be extended by corrective Work performed by the Contractor pursuant to this Section 12.2.

§ 12.2.3 The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

§ 12.2.4 The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or Separate Contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

§ 12.2.5 Nothing contained in this Section 12.2 shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in Section 12.2.2 relates only to the specific obligation of the Contractor to correct the Work, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

§ 12.3 Acceptance of Nonconforming Work

If the Owner prefers to accept Work that is not in accordance with the requirements of the Contract Documents, the Owner may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made.

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

§ 13.2.1 The Owner and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to covenants, agreements, and obligations contained in the Contract Documents. Except as provided in Section 13.2.2, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

§ 13.2.2 The Owner may, without consent of the Contractor, assign the Contract to a lender providing construction financing for the Project, if the lender assumes the Owner's rights and obligations under the Contract Documents. The Contractor shall execute all consents reasonably required to facilitate the assignment.

§ 13.3 Rights and Remedies

§ 13.3.1 Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights, and remedies otherwise imposed or available by law.

§ 13.3.2 No action or failure to act by the Owner, Architect, or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed upon in writing.

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or

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approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

§ 13.4.4 Required certificates of testing, inspection, or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Architect.

§ 13.4.5 If the Architect is to observe tests, inspections, or approvals required by the Contract Documents, the Architect will do so promptly and, where practicable, at the normal place of testing.

§ 13.4.6 Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

§ 13.5 Interest

Payments due and unpaid under the Contract Documents shall bear interest from the date payment is due at the rate the parties agree upon in writing or, in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

§ 14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, for any of the following reasons:

- **.1** Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;
- **.2** An act of government, such as a declaration of national emergency, that requires all Work to be stopped;
- **.3** Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or
- **.4** The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, their agents or employees, or any other persons or entities performing portions of the Work, repeated suspensions, delays, or interruptions of the entire Work by the Owner as described in Section 14.3, constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor, a Subcontractor, a Sub-subcontractor, or their agents or employees or any other persons or entities performing portions of the Work because the Owner has repeatedly failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days' notice to the Owner and the Architect, terminate the Contract and recover from the Owner as provided in

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Section 14.1.3.

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

§ 14.2.3 When the Owner terminates the Contract for one of the reasons stated in Section 14.2.1, the Contractor shall not be entitled to receive further payment until the Work is finished.

§ 14.2.4 If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Architect's services and expenses made necessary thereby, and other damages incurred by the Owner and not expressly waived, such excess shall be paid to the Contractor. If such costs and damages exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Initial Decision Maker, upon application, and this obligation for payment shall survive termination of the Contract.

§ 14.3 Suspension by the Owner for Convenience

§ 14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work, in whole or in part for such period of time as the Owner may determine.

§ 14.3.2 The Contract Sum and Contract Time shall be adjusted for increases in the cost and time caused by suspension, delay, or interruption under Section 14.3.1. Adjustment of the Contract Sum shall include profit. No adjustment shall be made to the extent

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

§ 14.4.1 The Owner may, at any time, terminate the Contract for the Owner's convenience and without cause.

§ 14.4.2 Upon receipt of notice from the Owner of such termination for the Owner's convenience, the Contractor shall

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

§ 15.1.3.2 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party. In such event, no decision by the Initial Decision Maker is required.

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

§ 15.1.4.2 The Contract Sum and Contract Time shall be adjusted in accordance with the Initial Decision Maker's decision, subject to the right of either party to proceed in accordance with this Article 15. The Architect will issue Certificates for Payment in accordance with the decision of the Initial Decision Maker.

§ 15.1.5 Claims for Additional Cost

If the Contractor wishes to make a Claim for an increase in the Contract Sum, notice as provided in Section 15.1.3 shall be given before proceeding to execute the portion of the Work that is the subject of the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section 10.4.

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

§ 15.1.6.2 If adverse weather conditions are the basis for a Claim for additional time, such Claim shall be documented by data substantiating that weather conditions were abnormal for the period of time, could not have been reasonably anticipated, and had an adverse effect on the scheduled construction.

§ 15.1.7 Waiver of Claims for Consequential Damages

The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes

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.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

§ 15.2.2 The Initial Decision Maker will review Claims and within ten days of the receipt of a Claim take one or more of the following actions: (1) request additional supporting data from the claimant or a response with supporting data from the other party, (2) reject the Claim in whole or in part, (3) approve the Claim, (4) suggest a compromise, or (5) advise the parties that the Initial Decision Maker is unable to resolve the Claim if the Initial Decision Maker lacks sufficient information to evaluate the merits of the Claim or if the Initial Decision Maker concludes that, in the Initial Decision Maker's sole discretion, it would be inappropriate for the Initial Decision Maker to resolve the Claim.

§ 15.2.3 In evaluating Claims, the Initial Decision Maker may, but shall not be obligated to, consult with or seek information from either party or from persons with special knowledge or expertise who may assist the Initial Decision Maker in rendering a decision. The Initial Decision Maker may request the Owner to authorize retention of such persons at the Owner's expense.

§ 15.2.4 If the Initial Decision Maker requests a party to provide a response to a Claim or to furnish additional supporting data, such party shall respond, within ten days after receipt of the request, and shall either (1) provide a response on the requested supporting data, (2) advise the Initial Decision Maker when the response or supporting data will be furnished, or (3) advise the Initial Decision Maker that no supporting data will be furnished. Upon receipt of the response or supporting data, if any, the Initial Decision Maker will either reject or approve the Claim in whole or in part.

§ 15.2.5 The Initial Decision Maker will render an initial decision approving or rejecting the Claim, or indicating that the Initial Decision Maker is unable to resolve the Claim. This initial decision shall (1) be in writing; (2) state the reasons therefor; and (3) notify the parties and the Architect, if the Architect is not serving as the Initial Decision Maker, of any change in the Contract Sum or Contract Time or both. The initial decision shall be final and binding on the parties but subject to mediation and, if the parties fail to resolve their dispute through mediation, to binding dispute resolution.

§ 15.2.6 Either party may file for mediation of an initial decision at any time, subject to the terms of Section 15.2.6.1.

§ 15.2.6.1 Either party may, within 30 days from the date of receipt of an initial decision, demand in writing that the other party file for mediation. If such a demand is made and the party receiving the demand fails to file for mediation within 30 days after receipt thereof, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

§ 15.2.7 In the event of a Claim against the Contractor, the Owner may, but is not obligated to, notify the surety, if any, of the nature and amount of the Claim. If the Claim relates to a possibility of a Contractor's default, the Owner

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may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

§ 15.2.8 If a Claim relates to or is the subject of a mechanic's lien, the party asserting such Claim may proceed in accordance with applicable law to comply with the lien notice or filing deadlines.

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

§ 15.3.2 The parties shall endeavor to resolve their Claims by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of binding dispute resolution proceedings but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration is stayed pursuant to this Section 15.3.2, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

§ 15.3.4 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 15.4 Arbitration

§ 15.4.1 If the parties have selected arbitration as the method for binding dispute resolution in the Agreement, any Claim subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. The Arbitration shall be conducted in the place where the Project is located, unless another location is mutually agreed upon. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

§ 15.4.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the Claim would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the Claim.

§ 15.4.2 The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 15.4.3 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to the Agreement, shall be specifically enforceable under applicable law in any court having jurisdiction thereof.

§ 15.4.4 Consolidation or Joinder

§ 15.4.4.1 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation, (2) the arbitrations to be consolidated substantially involve common questions of law or fact, and (3) the arbitrations employ materially

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similar procedural rules and methods for selecting arbitrator(s).

§ 15.4.4.2 Subject to the rules of the American Arbitration Association or other applicable arbitration rules, either party may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 15.4.4.3 The Owner and Contractor grant to any person or entity made a party to an arbitration conducted under this Section 15.4, whether by joinder or consolidation, the same rights of joinder and consolidation as those of the Owner and Contractor under this Agreement.

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User Notes: (699decc37f2986a885296e6a)

Additions and Deletions Report for
AIA® Document A201® – 2017

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

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 12:24:21 CST on 02/24/2026.

Changes to original AIA text

There are no edits to the original text

Variable Information

PAGE 1

Mayo Civic Center - Stage Replacement

30 Civic Center Drive
Rochester, MN 55904

City of Rochester

201 4th Street SE
Rochester, MN 55021

Meyer Borgman Johnson

206 South Broadway
Rochester, MN 55904

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Certification of Document's Authenticity

AIA® Document D401™ – 2003

I, , hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 12:24:21 CST on 02/24/2026 under Order No. 20240064277 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A201™ - 2017, General Conditions of the Contract for Construction, other than those additions and deletions shown in the associated Additions and Deletions Report.

_____

(Signed)

_____

(Title)

_____

(Dated)

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RESOLUTION

Awarding Contract: Mayo Civic Center Auditorium Stage Replacement

WHEREAS, pursuant to an advertisement for bids for the Mayo Civic Center Auditorium Stage Replacement, the following bids were received complying with the advertisement:

Benike Construction: $107,605
Kraus Anderson Construction: $138,000

WHEREAS, it appears that Benike Construction is the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Rochester to award a contract to Benike Construction in the amount of $107,605 for Mayo Civic Center Auditorium Stage Replacement.

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)

F.11

REQUEST FOR ACTION

Contract Award: Forte Audio-Visual Conferencing and Hearing Accessibility Systems

MEETING DATE:
March 2, 2026

ORIGINATING DEPT:
City Administration

AGENDA SECTION:
Consent Agenda

PRESENTER:
Zack Wood

Action Requested:

Award a contract in the amount $190,425.46 to Forte for installation of Audio-Visual Conferencing Systems and Hearing Accessibility System at the Maintenance Service Center Facility

Report Narrative:

As part of the owner provided equipment portion of the Maintenance Center construction, the City is responsible for providing Audio Visual Conferencing systems for the Crew room to facilitate meetings and presentations with the ability to function as a single room or separate rooms simultaneously as well as the systems for the large conference room. As part of the City standardization process requirements have been developed for capabilities of City conference rooms, Conference rooms shall be Microsoft Teams ready and allow for direct control of the conference rooms with integration directly into the Teams software deployed across the organization.

Additionally, as part of the project funding through the State of Minnesota the building is required to comply with B3 guidelines, which require hearing accessibility systems in conference spaces to ensure the facilities are accessible to individuals with hearing impairment.

This proposal by Forte will supply all components required of the Audio-Visual systems within the facility including large format displays, microphones, speakers, pc's, integration equipment, installation, commissioning and ongoing technical support of these systems as well as all components required for the hearing accessibility system, installation, commissioning and ongoing technical support.

This proposal was sourced through the Minnesota Sourcewell service cooperative, which is authorized through Minnesota Statute §123A.21 to competitively bid and award purchasing contracts to state and local governments. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law, Minnesota Statute § 471.59 to participating agencies. Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services. By utilizing this procurement method, we are taking advantage of approximately $17,000 in savings with our owner-direct tax-exempt status.

Priorities & Foundational Principles:

Quality Services
Fiscal Responsibility and Sustainability

Policy Considerations & DEI Impact:

Forte will be installing audio visual conferencing systems within the conference room and crew rooms at the Maintenance Center. These systems have been standardized for installation as part of our City Standard Specifications to provide a consistent user experience across City Facilities with a Microsoft Teams Ready interface, this supports the software which is deployed across the enterprise allowing for ease of use by all City teammates. In addition the hearing accessibility system will allow for an accessible experience for the hearing impaired attending events and meetings within the facility.

Prior Legislative Actions & Community Engagement:

July 10, 2023: Council Meeting - Closed Executive Session - Purchase price of property - Parcel ID No.741334083465 Approved. October 16, 2023: Council Meeting - Approved Property Purchase for the Relocation of Parks & Forestry Operations to the Public Works and Transit Operations Center (PWTOC) Campus
October 16, 2023: Council Meeting - Approved Request for Proposal (RFP) and Request for Qualifications (RFQ)
January 8, 2024: Council Meeting - Authorized a budget amendment for Parks Maintenance addition to Public Works Transit Operation Center (PWTOC)
March 4, 2024: Council Meeting - Closed Executive Session - Approved purchase of Parcel ID Nos .741334083464 & Parcel ID No. 741334083466
April 22, 2024: Council Meeting - Awarded Contract Award for Design Services to CRW Architecture and Construction Manager at Risk Services to Benike Construction.
May 6, 2024: Council Meeting - Approved Refunding Resolution for the Parks Maintenance Facility Expansion Project.
May 6, 2024: Council Meeting - Approved State Grant for the Relocation of Parks & Forestry Operations to the Public Works & Transit Operations Center (PWTOC) - Project No. 3069
February 19, 2025: Council Meeting - Approved Property Tax Abatements for Relocation of Parks & Forestry Operations to the Public Works & Transit Operations Center (PWTOC) Campus
March 3, 2025: Council Meeting - Awarded Contract for Commissioning Services for Parks and Forestry Relocation - Project No. J3069 April 7, 2025: Council Meeting - Adopted a resolution for sale of general obligation tax abatement bonds for Project No. J3069
July 7, 2025: Council Meeting - Approved - Final Contract Budget Approval

Fiscal & Resource Impact:

The Relocation of the Parks & Forestry Operations to the Maintenance Center is approximately $ 43,000,000, including $5,955,000 for land, $7,140,996 design and soft costs, and $29,904,004 for construction. The project will be funded with the following sources: $6,443,100 in 2013 Sales Tax for land acquisition, $9,500,000 in Excess 2013 Sales Tax, $14,000,000 in State Grant funds (secured), $11,850,000 in General Obligation Tax Abatement Bond issuance, and $1,470,736 from Future Acquisition Account. The cost for this system has been accounted for within the soft costs of the project budget and no new funding is required.

Alternative Action(s):

No alternative actions recommended at this time.

Prepared By:

Zachary Wood

Attachments:

Contract - Forte Maintenance Center Audio Visual Contract

Retail Sales Agreement

Reference Number: 1428837
Date: February 16, 2026

Rochester City of - Parks and Public Works New Facility V2

Prepared By: Renea Dalton
Phone: (952)949-6040
Email: renea.dalton@ourforte.com

FORTÉ
9675 W 76th St, Eden Prairie, MN 55344
Phone: (952)949-3700
Fax: (952)949-6000

COMPANY	PROJECT SITE	INVOICE TO
Rochester City of 201 4th Street SE Suite 266 Rochester, MN 55904	Rochester City of 201 4th Street SE Suite 266 Rochester, MN 55904	Rochester City of 201 4th Street SE Suite 266 Rochester, MN 55904
Contact: Zack Wood Phone: (507)328-2900 Email: zwood@rochestermn.gov Account Number: RCO003	Contact: Zack Wood Phone: (507)328-2900 Email: zwood@rochestermn.gov Account Number: RCO003	Contact: Phone: Email: Account Number: RCO003

COMMENTS

PRODUCTS AND SERVICES SUMMARY

Equipment	$95,669.32
Integration	$76,943.28
PRO Support	$12,514.86
Shipping & Handling	$5,298.00
Tax	$0.00
Grand Total	$190,425.46

Unless otherwise specified. The prices quoted reflect a discount for a cash payment (i.e., check, wire transfer) made by Customer in full within the time stated for payment on each invoice. Discount only applies to new items included on the invoice, and only applies if the balance on the invoice is paid in full.

All returned equipment is subject to a restocking charge. The prices are valid for 15 days and may be locked in by signing this Retail Sales Agreement.

FORTÉ's prices/rates provided in this quote and/or agreement do not reflect any applicable tariffs imposed by foreign or domestic governmental authorities. FORTÉ's prices are subject to change should applicable tariffs result in any price increase to the equipment purchased under this agreement.

Overdue balances are subject to a finance charge of 1.5% per month, or interest at the highest rate permitted by applicable law. In the event FORTÉ must pursue collection of unpaid invoices, Customer agrees to pay all of FORTÉ's costs of collection, including its attorneys' fees.

INVOICING AND PAYMENT TERMS

Customer and FORTÉ have agreed on the payment method of ACH. Payment must be remitted by stated method. To the extent Customer seeks the use of any payment methods other than stated, and that payment method results in an increased transaction cost to FORTÉ, the new payment must be approved in writing. The Customer shall be responsible for paying the increased transaction cost to FORTÉ associated with the change in payment method. Payments shall be made 30 days from invoice date. So long as the invoice has been sent and the Customer's payment is made within the terms work will continue.

FORTÉ uses progress billing, and invoices for equipment and services allocated to the contract on a monthly basis. Unless otherwise specified, all items quoted (goods and services) as well as applicable out of pocket expenses (permits, licenses, shipping, etc.) are invoiced in summary (including applicable sales taxes due for each category of invoiced items).

Customer is to make payments to the following "Remit to" address:

FORTÉ
PO Box 842607
Kansas City, MO 64184-2607

If Payment Method is ACH: Customer must make all payments in the form of bank wire transfers or electronic funds transfers through an automated clearinghouse with electronic remittance detail, in accordance with the payment instructions FORTÉ provides on its invoice to Customer.

A monthly summary of detailed equipment received is available upon request. Equipment received may be different than equipment billed based on agreed billing method.

TAXES AND DELIVERY

Unless stated otherwise in the Products and Services Summary above, FORTÉ will add and include all applicable taxes, permit fees, license fees, and delivery charges to the amount of each invoice. Taxes will be calculated according to the state law(s) in which the product(s) and/or service(s) are provided. Unless Customer provides a valid tax exemption certificate for any tax exemption(s) claimed, FORTÉ shall invoice for and collect all applicable taxes in accordance with state law(s), and Customer will be responsible for seeking a tax credit/refund from the applicable taxing authority.

AGREEMENT TO QUOTE AND DOCUMENTS CONSTITUTING YOUR CONTRACT WITH FORTÉ

Customer hereby accepts the above quote for goods and/or services from FORTÉ. When duly executed and returned to FORTÉ, FORTÉ's Credit Department will check Customer's credit and approve the terms. After approval by FORTÉ's Credit Department and signature by FORTÉ, this Retail Sales Agreement will, together with the FORTÉ General Terms & Conditions (which can be found at https://www.ourforte.com/terms-and-conditions) form a binding agreement between Customer and FORTÉ. This Retail Sales Agreement and the FORTÉ General Terms & Conditions of Sale (the T&Cs) are referred to collectively as the Agreement. If not defined in this Agreement, all capitalized terms shall have the meaning given to them in the T&Cs. Should FORTÉ's Credit Department determine at any point prior to FORTÉ commencing work that Customer's credit is not adequate, or should it otherwise disapprove of the commercial terms, FORTÉ reserves the right to terminate the Agreement without cause and without penalty to FORTÉ.

AGREED AND ACCEPTED BY

	FORTÉ
Company	Company
Signature	Signature
Printed Name	Printed Name
Date	Date

CONFIDENTIAL INFORMATION

The company listed in the "Prepared For" line has requested this confidential price quotation, and shall be deemed "Confidential Information" as that term is defined in the T&Cs. This information and document is confidential and is intended solely for the private use of the customer identified above. Customer agrees it will not disseminate copies of this quote to any third party without the prior written consent of FORTÉ. Sharing a copy of this quote, or any portion of the Agreement with any competitor of FORTÉ is a violation of this confidentiality provision. If you are not the intended recipient of this quote (i.e., the customer), you are not properly in possession of this document and you should immediately destroy all copies of it.

PRODUCTS AND SERVICES DETAIL

PRODUCTS:

Mfg	Description	Qty	Price	Extended
	Tariff Surcharge	1	$101.52	$101.52
	Sub-Total:			**$101.52**

	Crew Room East			
NEWLINE	135" Direct View LED Wall, All-in-one Display-Wall mount included	1	$21,964.29	$21,964.29
CRESTRON	Crestron Flex Video Conference System Integrator Kit with a Wall Mounted Control Interface for Microsoft Teams Rooms	1	$2,751.19	$2,751.19
BIAMP	PoE AVB/USB expander with Bluetooth wireless technology	1	$595.24	$595.24
SHURE	Access Point - 4 Ch.	1	$2,519.76	$2,519.76
SHURE	Networked Dock - 4 Bay	1	$840.30	$840.30
SHURE	Microphone - Handheld - SM58 Cartridge	1	$527.02	$527.02
SHURE	Microphone - Bodypack	1	$513.45	$513.45
SHURE	LAVALIER MICROPHONE, CARDIOID, BLACK	1	$121.01	$121.01
EV ELECTRO-VOI	6.5" Coaxial pendant speaker with horn loaded Ti coated tweeter - for 70v/100v or 8-ohm operation. Taps at 30, 15, 7.5, 3.75, and 1.88 watts. Black	6	$277.71	$1,666.26
AVER	CAM570 4K Dual Lens PTZ Conferencing Camera	1	$2,528.57	$2,528.57
AVER	CAM550/VC550 Ceiling Mount, black	1	$363.10	$363.10
SOUND CONTROL	RemoteCamUSB2E [USB2.0/UVC + Ethernet + 5V/12V/PoE Camera Power+Bi-Directional Audio]	1	$1,505.95	$1,505.95
HUDDLY	Huddly S1 Kit with USB Adapter	1	$1,392.86	$1,392.86
CRESTRON	DM Essentials 4K60 4:4:4 Transmitter for HDMI, RS-232, and IR Signal Extension over CATx Cable, Wall Plate, White	1	$291.67	$291.67
CRESTRON	DM Essentials 4K60 4:4:4 Receiver for HDMI, RS-232, and IR Signal Extension over CATx Cable	1	$255.95	$255.95
CRESTRON	DM NVX 4K60 4:4:4 HDR Network AV Decoder	1	$851.19	$851.19
CRESTRON	Cresnet Partition Sensor	1	$527.38	$527.38
WILLIAMS SOUND	Infinium System | 4 Receivers Includes BA CT1 package plus 4 receivers, 1 6-bay charger, 4 headphones, 2 neckloops, 1 rack mount kit, and an Auracast assistive listening wall plaque	1	$3,044.94	$3,044.94
	Sub-Total: Crew Room East			**$42,260.13**
	Crew Room West			
NEWLINE	98" STV+ Smart TV, UHD 4K, Built in Wifi, Digital Signage Capable, Commercial Display	1	$3,579.76	$3,579.76
CHIEF	Micro-Adjust Tilt Wall Mount, X-Large	1	$315.30	$315.30
CRESTRON	Crestron Flex Video Conference System Integrator Kit with a Wall Mounted Control Interface for Microsoft Teams Rooms	1	$2,751.19	$2,751.19
BIAMP	PoE AVB/USB expander with Bluetooth wireless technology	1	$595.24	$595.24
SHURE	Access Point - 4 Ch.	1	$2,519.76	$2,519.76
SHURE	Networked Dock - 4 Bay	1	$840.30	$840.30
SHURE	Microphone - Handheld - SM58 Cartridge	1	$527.02	$527.02
SHURE	Microphone - Bodypack	1	$513.45	$513.45
SHURE	LAVALIER MICROPHONE, CARDIOID, BLACK	1	$121.01	$121.01
EV ELECTRO-VOI	6.5" Coaxial pendant speaker with horn loaded Ti coated tweeter - for 70v/100v or 8-ohm operation. Taps at 30, 15, 7.5, 3.75, and 1.88 watts. Black	6	$277.71	$1,666.26
AVER	CAM570 4K Dual Lens PTZ Conferencing Camera	1	$2,528.57	$2,528.57
AVER	CAM550/VC550 Ceiling Mount, black	1	$363.10	$363.10
SOUND CONTROL	RemoteCamUSB2E [USB2.0/UVC + Ethernet + 5V/12V/PoE Camera Power+Bi-Directional Audio]	1	$1,505.95	$1,505.95
HUDDLY	Huddly S1 Kit with USB Adapter	1	$1,376.47	$1,376.47
CRESTRON	DM Essentials 4K60 4:4:4 Transmitter for HDMI, RS-232, and IR Signal Extension over CATx Cable, Wall Plate, White	1	$291.67	$291.67
CRESTRON	DM Essentials 4K60 4:4:4 Receiver for HDMI, RS-232, and IR Signal Extension over CATx Cable	1	$255.95	$255.95
CRESTRON	DM NVX 4K60 4:4:4 HDR Network AV Decoder	1	$851.19	$851.19
WILLIAMS SOUND	Infinium System | 4 Receivers Includes BA CT1 package plus 4 receivers, 1 6-bay charger, 4 headphones, 2 neckloops, 1 rack mount kit, and an Auracast assistive listening wall plaque	1	$3,044.94	$3,044.94
	Sub-Total: Crew Room West			**$23,647.13**

	Side Wall Displays			
NEWLINE	65" STV+ Smart TV, UHD 4K, Built in Wifi, Digital Signage Capable, Commercial Display	4	$852.38	$3,409.52
CHIEF	Micro-Adjust Tilt Wall Mount, Large	4	$266.10	$1,064.40
CRESTRON	DM NVX 4K60 4:4:4 HDR Network AV Decoder	4	$851.19	$3,404.76
OWNER	Owner Furnished Signage	4	$0.00	$0.00
	Sub-Total: Side Wall Displays			**$7,878.68**
	AV101A Rack Room			
BIAMP	Meeting Room DSP with 4 integrated PoE+ ports. AVB & Dante, 2x2 analog I/O, Stereo USB and 8 channels of AEC. Includes Biamp Launch automatic discovery and tuning	1	$3,667.86	$3,667.86
LEA	4 Channel x 160 watt @ 4ohm, 8ohm, 70V and 100V per channel. Internal DSP w/ Crossovers and Dante, I	1	$1,849.71	$1,849.71
SOUND CONTROL	Rack Shelf: 1RU: 4 Head-End Modules (RCU2, RCP, RC4, RC5)	1	$232.14	$232.14
CRESTRON	Rack Mount Kit for UC Engine Bracket Assembly	2	$39.29	$78.58
CRESTRON	4-Series Control System	1	$1,833.33	$1,833.33
CRESTRON	DM NVX 4K60 4:4:4 HDR Network AV Encoder Card	2	$851.19	$1,702.38
CRESTRON	DigitalMedia Card Chassis for DM-NVX-C & DMCF, 8 Slots	1	$1,309.52	$1,309.52
NETGEAR	M4250 26g4xf Poe Plus Mngd Sw	1	$1,772.54	$1,772.54
MIDDLE ATLANTI	35SP/25D CONFIG AV RACK	1	$1,784.14	$1,784.14
	Sub-Total: AV101A Rack Room			**$14,230.20**
	Conference Room			
NEWLINE	85" STV+ Smart TV, UHD 4K, Built in Wifi, Digital Signage Capable, Commercial Display	1	$1,723.81	$1,723.81
CHIEF	TEMPO FP WALL MOUNT SYSTEM, PDU BUNDLE	1	$895.71	$895.71
CHIEF	ACCESSORY FOR CRESTRON UC BRACKET ASSY	1	$121.43	$121.43
CRESTRON	Crestron Flex Video Conference System Integrator Kit for Microsoft Teams Rooms	1	$2,751.19	$2,751.19
BIAMP	4K Conferencing Video Bar with dual 50 MP & 8 MP camera, 27-mic array, analog audio-in, ALS, and Ethernet port	1	$1,547.62	$1,547.62
CRESTRON	DM Essentials 4K60 4:4:4 Transmitter for HDMI, RS-232, and IR Signal Extension over CATx Cable	1	$255.95	$255.95
CRESTRON	DM Essentials 4K60 4:4:4 Receiver for HDMI, RS-232, and IR Signal Extension over CATx Cable	1	$255.95	$255.95
	Sub-Total: Conference Room			**$7,551.66**
	Integration Including:			
	Engineering & Drawings			
	Project Management			
	Programming			
	In Shop Fabrication			
	On Site Integration			
	Testing & Acceptance			
	Training			
	Travel			
	Integration Cables & Connectors			
	Sub-Total: Integration			**$76,943.28**
	Total:			**$172,612.60**

PRO SUPPORT:

Model #	Mfg	Description	Qty	Price	Extended
F1S1FC22	FORTE UC SUPPORT	Crestron Flex C - One Year FORTE UC Support Standard (8-5 M-F)	1	$196.43	$196.43
F1S1FC22	FORTE UC SUPPORT	Crestron Flex C - One Year FORTE UC Support Standard (8-5 M-F)	1	$196.43	$196.43
F1S1FC22	FORTE UC SUPPORT	Crestron Flex C - One Year FORTE UC Support Standard (8-5 M-F)	1	$275.00	$275.00
SSA1YR	FORTE	1 Year System Support Agreement	1	$11,847.00	$11,847.00

Refer to Page 1 for the Grand Total that includes Taxes, and Shipping & Handling.

INTEGRATION SERVICES
INTEGRATION SCOPE OF WORK

A. SUMMARY: The City of Rochester has requested assistance designing and installing audio visual technology in their new Parks & Recreation and Maintenance Facility currently being built out. The spaces being addressed are The Crew Room, East and West, noted as A100A and A100B on the plans, and Large Conference Room noted as A116 on the plans. The request for these spaces is to provide Teams Rooms that include audio, video, and control during a Teams Meeting as well as regular presentation. The spaces need to be easy for end users to operate and dependable.
It is noted that there are additional areas that may need to be addressed by FORTE. *Workstation A130, Corridor 105 signage, SM Meeting A124 & A133, Plan/Map A121 & A122. To be confirmed as design is worked though.*

B. SYSTEM DESCRIPTION:

A116 Large Conference Room
Functionality Description: The A116 conference room is designed to support **Microsoft Teams meetings and presentations** for up to **14 participants**, emphasizing a clean table surface and a streamlined user experience. Presentations may be delivered from a user provided laptop or device via **HDMI patch cable** at the table or **wirelessly through Teams**. Final design details may be adjusted as furniture selections are finalized.

- Displays:
  - 85” display wall mounted with pull out mount
- Source Devices:
  - A new Microsoft Teams compute engine “MTRoW” will be provided.
    - HDMI connection will be available for sharing content at the table location.
    - Wireless sharing will be available through the Microsoft Teams app.
- Audio:
  - The manufacturer’s all-in-one conference bar with built-in speakers and microphones will provide audio for the conference and presentation.
- Conferencing:
  - The Teams Room system will be configured, connected, and assigned to Owner’s network.
    - Conference audio and video supplied by the all-in-one conference bar with built-in speakers, microphones and camera installed below the display.
- Controls:
  - Native MTR controls via tabletop touch screen controller located at the table.
    - One touch to join.
    - Volume up/down
    - Microphone mute/unmute.
    - Content sharing from HDMI
  - Display will auto turn on/off based on sync status of touch panel and compute engine.
- Equipment Location:
  - All equipment not listed above will be installed behind the displays on a pull-out serviceable mount.
  - Clients will be responsible for providing power, network, cable pathways, in-wall backing support and millwork modifications as called out by FORTÉ.

Crew Room East- A100B
Functionality Description: The Crew Room East (A100B) is designed to support **Microsoft Teams meetings and presentations for 48+ participants**, offering high visibility displays, reliable audio reinforcement, and straightforward presenter interaction. The room will feature a **front-lectern**, large main display, supplemental signage displays, and an audio system optimized for **voice lift** to ensure every attendee hears clearly, regardless of seating location. Priority is placed on creating an **easy-to-use, low setup, dependable solution**.

The goal is to have an easy-to-use solution, require very little set-up for the technology, and a reliable solution.

- Displays:
  - One (1) 135” All-in-one Direct View LED video wall
  - One (1) 65” displays wall mounted on plan West wall showing weather/internal signage.
    - Side displays can **mirror the main display** when rooms are combined.
- Source Devices:
  - A new Microsoft Teams compute engine “MTRoW” will be provided.
    - HDMI connection will be available for sharing content at a wall plate near the lectern.
    - Wireless sharing will be available through the Microsoft Teams app.
- Audio:
  - New teams certified Digital Signal Processor “DSP”
  - Wireless Microphone with charging base
    - One (1) wireless handheld microphone
    - One (1) wireless lavaliere microphone
  - Six (6) pendant ceiling speakers.

        - Wireless microphones will provide voice reinforcement.
    - An assisted listening system will be provided and installed.
- Switching:
    - A new AV over IP video distribution system including encoders and decoders will be integrated into the system allowing for future expansion to the video system.
- Conferencing:
    - The Teams Room system will be configured, connected, and assigned to Owner's network.
        - Conference Audio supplied by audio devices listed above.
        - Conference Video via two (2) PTZ cameras, front (audience) and rear (presenter).
- Controls:
    - Native MTR controls via tabletop touch screen controller located at the table.
        - One touch to join.
        - Volume up/down
        - Microphone mute/unmute.
        - Content sharing from HDMI
        - Camera selection (presenter or audience)
    - Camera presets and PTZ controls will be from the remote control.
    - Display will auto turn on/off based on sync status of touch panel and compute engine.
- Equipment Location:
    - Equipment not ceiling or wall mounted will be housed in an AV rack located in the adjacent AV Room A101A.
    - HDMI wall plate and touch panels will be located in the front of the room near the lectern and display.
    - The audience camera will be wall mounted near the front of the room display.
    - The presenter camera will be mounted within the room.
    - Wireless microphone charging base will be located in a TBD location within the room.
    - Clients will be responsible for providing power, network, cable pathways, in-wall backing support and millwork modifications as called out by FORTÉ.

Crew Room West A100A

Functionality Description: The Crew Room East (A100A) is designed to support **Microsoft Teams meetings and presentations for 36+ participants**, offering high visibility displays, reliable audio reinforcement, and straightforward presenter interaction. The room will feature a **front-lectern**, large main display, supplemental signage displays, and an audio system optimized for **voice lift** to ensure every attendee hears clearly, regardless of seating location. Priority is placed on creating an **easy-to-use, low set-up, dependable solution**.

The goal is to have an easy-to-use solution, requires very little set-up for the technology, and a reliable solution.

- Displays:
    - One (1) 98" display wall mounted
    - Two (2) OFE 65" displays wall mounted on plan West wall showing weather/internal signage.
        - Side displays can **mirror the main display** when rooms are combined.
- Source Devices:
    - A new Microsoft Teams compute engine "MTRoW" will be provided.
        - HDMI connection will be available for sharing content at a wall plate near the lectern.
        - Wireless sharing will be available through the Microsoft Teams app.
- Audio:
    - New teams certified Digital Signal Processor "DSP"
    - Wireless Microphone with charging base
        - One (1) wireless handheld microphone
        - One (1) wireless lavaliere microphone
    - Six (6) pendant ceiling speakers.
        - Wireless microphones will provide voice reinforcement.
    - An assisted listening system will be provided and installed.
- Switching:
    - A new AV over IP video distribution system including encoders and decoders will be integrated into the system allowing for future expansion to the video system.
- Conferencing:
    - The Teams Room system will be configured, connected, and assigned to Owner's network.
        - Conference Audio supplied by audio devices listed above.
        - Conference Video via PTZ camera ceiling mounted capturing the presenter & a wide angle camera mounted on the front wall capturing the audience.
- Controls:
    - Native MTR controls via tabletop touch screen controller located at the table.
        - One touch to join.
        - Volume up/down
        - Microphone mute/unmute.
        - Content sharing from HDMI
        - Camera selection (presenter or audience)
    - Camera presets and PTZ controls will be from the remote control.

- Display will auto turn on/off based on sync status of touch panel and compute engine.
- A partition sensor will be installed near the divider wall automatically combining and dividing the rooms.

- Equipment Location:
  - Equipment not ceiling or wall mounted will be housed in an AV rack located in the adjacent AV Room A101A.
  - HDMI wall plate and touch panels will be located in the front of the room near the lectern and display.
  - The audience camera will be wall mounted near the front of the room display.
  - The presenter camera will be mounted within the room.
  - Wireless microphone charging base will be located in a TBD location within the room.
  - Clients will be responsible for providing power, network, cable pathways, in-wall backing support and millwork modifications as called out by FORTÉ.

Crew Room Combine East & West

Functionality Description: This space is designed to support **large Microsoft Teams meetings and presentations for 84+ participants**, offering multiple displays for viewing content, reliable audio reinforcement, and straightforward presenter interaction. The room will feature a **front lectern**, large main display for viewing video content, supplemental displays on Plan East wall, and an audio system optimized for **voice lift** to ensure every attendee hears clearly, regardless of seating location. Priority is placed on creating an **easy-to-use, low set-up, dependable solution**. Meeting types will range from daily kickoff meetings, Public Meetings, Commissioner Meetings and Training Sessions.

- Displays:
  - One (1) 135” All-in-one Direct View LED video wall
  - Four (4) 65” displays wall mounted on plan West wall showing weather/internal signage.
    - Side displays can **mirror the main display** when rooms are combined.
- Source Devices:
  - A new Microsoft Teams compute engine “MTRoW” will be provided. (Crew Room East will be the primary room)
    - HDMI connection will be available for sharing content at a wall plate near the lectern.
    - Wireless sharing will be available through the Microsoft Teams app.
- Audio:
  - New teams certified Digital Signal Processor “DSP”
  - Wireless Microphone with charging base
    - One (1) wireless handheld microphone
    - One (1) wireless lavaliere microphone
  - Twelve (12) pendant ceiling speakers.
    - Wireless microphones will provide voice reinforcement in both East and West Rooms.
  - Both assisted listening systems will provide audio throughout the space
- Switching:
  - A new AV over IP video distribution system including encoders and decoders will be integrated into the system allowing for future expansion to the video system.
- Conferencing:
  - The Teams Room system will be configured, connected, and assigned to Owner’s network.
    - Conference Audio supplied by audio devices listed above.
    - Conference Video via PTZ camera ceiling mounted capturing the presenter & a wide angle camera mounted on the front wall capturing the audience.

- Controls:
  - Native MTR controls via wall mounted touch screen controller located at the front of the room
    - One touch to join.
    - Volume up/down
    - Microphone mute/unmute.
    - Content sharing from HDMI
    - Camera selection (presenter or audience)
  - Camera presets and PTZ controls will be from the remote control.
  - Display will auto turn on/off based on sync status of touch panel and compute engine.
  - A partition sensor will be installed near the divider wall automatically combining and dividing the rooms.

- Equipment Location:
  - Equipment not ceiling or wall mounted will be housed in an AV rack located in the adjacent AV Room A101A.
  - HDMI wall plate and touch panels will be located in the front of the room near the lectern and display.
  - Audience camera will be wall mounted near the front of room display.
  - The presenter camera will be ceiling mounted within the room.
  - Wireless microphone charging base will be located in a TBD location within the room.
  - Clients will be responsible for providing power, network, cable pathways, in-wall backing support and millwork modifications as called out by FORTÉ.

C. EXCLUSIONS: The following work is **not included** in our Scope of Work:

- All conduits, high voltage, wiring panels, breakers, relays, boxes, receptacles, etc.
- Concrete saw cutting and/or core drilling
- Firewall, ceiling, roof, and floor penetration

- Necessary gypsum board replacement and/or repair
- Necessary ceiling tile or T-bar modifications, replacements, and/or repair
- Structural support of equipment *FORTÉ is not responsible for building-related vibrations
- Installation of the ceiling-mounted projection screen
- All millwork (moldings, trim, cutouts, etc.)
- Patching and Painting
- Permits (unless specifically provided for and identified within the contract)
- Unless otherwise stated, the pricing in this agreement does not include prevailing wage or union labor
- Unless specifically noted, lifts and scaffolding are not included

D. CONSTRUCTION CONSIDERATIONS:

In order to accomplish the outlined goals of this project, the Customer will be responsible for contracting with an outside entity to make the necessary modifications to the space as directed by FORTÉ. The costs associated with these modifications are not included in this proposal.

E. NOTICE: THIS SCOPE OF WORK IS DELIVERED ON THE BASIS OF THE FOLLOWING ASSUMPTIONS:

- The room(s) match(es) the drawings provided.
- Site preparation by the Customer and their contractors includes electrical and data placement per FORTÉ specification.
- Site preparation will be verified by FORTÉ project manager or representative before the scheduling of the installation. All work areas should be clean and dust free prior to the beginning of the on-site integration of electronic equipment.
- Customer communication of readiness will be considered accurate and executable by FORTÉ project manager.
- In the event of any arrival to the site that FORTÉ is not able to execute work efficiently and definably progress, the Customer will be charged a fee to reimburse FORTÉ for all lost time and inefficiencies. At this time, the Customer will be presented with a Contract Change Order and will/may halt work until acceptance by the Customer and rescheduling of the integration effort is agreed upon.
- Rescheduling and redeployment of FORTÉ technicians due to unacceptable site preparation may cause scheduling delays of up to 10 business days.
- There is ready access to the building/facility and the room(s) for equipment and materials.
- There is secure storage for equipment during a multi-day integration.
- If Customer furnished equipment and existing cabling are to be used, FORTÉ assumes that these items are in good working condition at this time and will integrate into the designed solution. Any repair, replacement, and/or configuration of these items that may be necessary will be made at an additional cost.
- All Network configurations, including IP addresses, are to be provided, operational and functional before FORTÉ integration begins. FORTÉ will not be responsible for testing the LAN connections.
- Cable or Satellite drops must be in place with converter boxes operational before the completion of integration. Any delay resulting in extra work caused by the late arrival of these items will result in a change order for time and materials.
- Document review/feedback on drawings/correspondence will be completed by the Customer within two business days (unless otherwise noted).
- The documented Change Control process will be used to the maximum extent possible – the Customer will have an assigned person with the authority to communicate/approve project Field Directed Change Orders and Contract Change Orders (see Appendix).
- In developing a comprehensive proposal for equipment and integration services, FORTÉ' Sales Representatives and Engineering teams must make some assumptions regarding the physical construction of your facility, the availability of technical infrastructure, and site conditions for installation. If any of the conditions we have indicated in the site survey form are incorrect or have changed for your project or project site, please let your Sales representative know as soon as possible. Conditions of the site found during the integration effort, which are different from those documented, may affect the price of the system solution, integration, or services. To ensure that you have an accurate proposal based on your facility and specific to the conditions of your project, please review all project documentation carefully.

F. INTEGRATION PROJECT MANAGEMENT PROCESSES

FORTÉ will follow a foundational project management process which may include the following actions/deliverables (based on the size/complexity/duration of the integration project):

- Project Welcome Notice – emailed upon receipt of Purchase Order
- Project Kick-Off meeting with Customer Representative(s) – either by phone or in-person
- Project Status reviews – informal or formal – either by phone or in person (based on the size/complexity/duration of the project)
- Project Change Control – comprised of Field Directed Change Order and/or Contract Change Order submittals (see Appendix)
- Notice of Substantial Completion (see Appendix) – at Customer walk-through – prior to Service Transition

G. KNOWLEDGE TRANSFER (TRAINING)

This is geared specifically towards the end-user / operator. The purpose of this knowledge transfer is to provide operators with the necessary knowledge to confidently and comfortably operate all aspects of the integrated system. Areas covered include the following:

- Equipment and system overview
- Equipment operation and function
- Equipment start-up, stop and shut down
- Equipment automatic and manual operation
- Discussion and documentation relating to control system operation
- Discussion and documentation relating to the system processor and its control applications
- Powering up and powering down the AV system via the control system
- Manual operation of display systems, audio systems, and all other related components

- Use/operation of patch panels, when and where to be used
- Whom to call when help is required

H. FORTÉ INTEGRATION SERVICES RESPONSIBILITIES

FORTÉ will provide services/work for the project as described above in the Scope of Work or per the attached separate Scope of Work document detailing the scope of work to be performed.

- Provide equipment, materials, and service items per the contract products and services detail.
- Provide systems equipment integration and supervisory responsibility for the equipment integration.
- Provide systems configuration, checkout, and testing.
- Provide project timeline schedules.
- Provide necessary information, as requested, to the owner or other parties involved with this project to ensure that proper AC electrical power and cableways and/or conduits are provided to properly integrate the equipment within the facilities.
- Provide manufacturer-supplied equipment documentation.
- Provide final documentation and “as built” system drawings (CAD) - if purchased.
- Provide system training following integration to the designated project leader or team.

I. CUSTOMER INTEGRATION SERVICES RESPONSIBILITIES

- Provide for the construction or modification of the facilities for soundproofing, lighting, electrical, HVAC, structural support of equipment, and decorating as appropriate. Includes installation of any ceiling-mounted projection screen.
- Provide for the ordering, provisioning, installation, wiring, and verification of any Data Network (LAN, WAN, T1, ISDN, etc.) and Telephone Line (Analog or Digital) equipment and services prior to on-site integration.
- Provide all necessary cableways and/or conduits required to facilitate AV systems wiring.
- Provide all necessary conduits, wiring, and devices for technical power to the AV systems equipment.
- Provide reasonable access of FORTÉ personnel to the facilities during periods of integration, testing, and training, including off hours and weekends.
- Provide a secure area to house all integration materials and equipment.
- Provide a project leader who will be available for consultation and meetings.
- Provide timely review and approval of all documentation (Technical Reports, Drawings, Contracts, etc.).

SYSTEM SUPPORT

System Support is FORTÉ’s fully entitled service and support package that focuses on keeping your Unified Collaboration (UC), Digital Media (DM) and Audiovisual (AV) systems working at their peak performance. Because FORTÉ focuses on the human impact of these systems, we not only support the equipment, but also the end users of your systems.
Customer Care is the most comprehensive and flexible of all our managed service packages. We can apply our expertise and our proven support processes to support your UC, DM, and AV ecosystems. FORTÉ will deliver our offered entitlements in a tiered workflow model that provides support cases at an entry level for initiated incidents. From there, FORTÉ will follow an ITIL based model for remote remediation and on-site dispatch, as necessary. Specific resolver groups and subject matter experts (SMEs) will be alerted for any issue that cannot be easily remedied with Tier 1 or Tier 2 support staff.

SYSTEM SUPPORT AGREEMENT COVERAGE

FORTÉ will perform the services below for covered systems:

Entitlement Coverage

Entitlement	Definition	Included
Incident Management	Support to troubleshoot, remediate, and escalate all Incidents through to resolution.	Yes
Remote Support	Remote Priority Support for supported systems to diagnose and address and attempt to resolve incidents.	Yes
Onsite Support	Priority Support for technician dispatch to the customer location to diagnose and address and attempt to resolve an Incident within 8 Business hours or as available and/or scheduled.	Yes
Advanced Parts Replacement	~~A~~dvanced replacement of failed hardware components under warranty as available.	Yes
Software Update Assistance	Labor to implement updates of existing software to correct software errors and/or resolve incidents as scheduled.	Yes
System Training	User training to cover general operation of the system and how to contact FORTÉ for support as scheduled.	Yes
System Health Checks	Perform a complete health check and diagnostic on the installed system. Includes cleaning, adjustments, functional tests, and replacement of parts to keep the system equipment in efficient operating condition.	Yearly/Biannually/Quarterly

Additional Entitlement Coverage

Entitlement	Definition	Included
Service Delivery Management	FORTÉ will appoint a Service Delivery Manager (SDM) responsible for managing and coordinating services, ensuring communication, adhering to SLAs, reporting performance, handling escalations, and continuously improving service quality.	No

FORTÉ has a standard three level severity protocol and a single level for requests. Our severity levels are Critical (P1), Standard (P3), and Request (P4). Service Levels and response targets are based on Priority. Any needed information, feature enhancements, administrative inquiries are all classified as a request. The following is a severity summary and standard target percentages are listed in the table below.

Target Percentage for Standard Level Agreements (SLA)

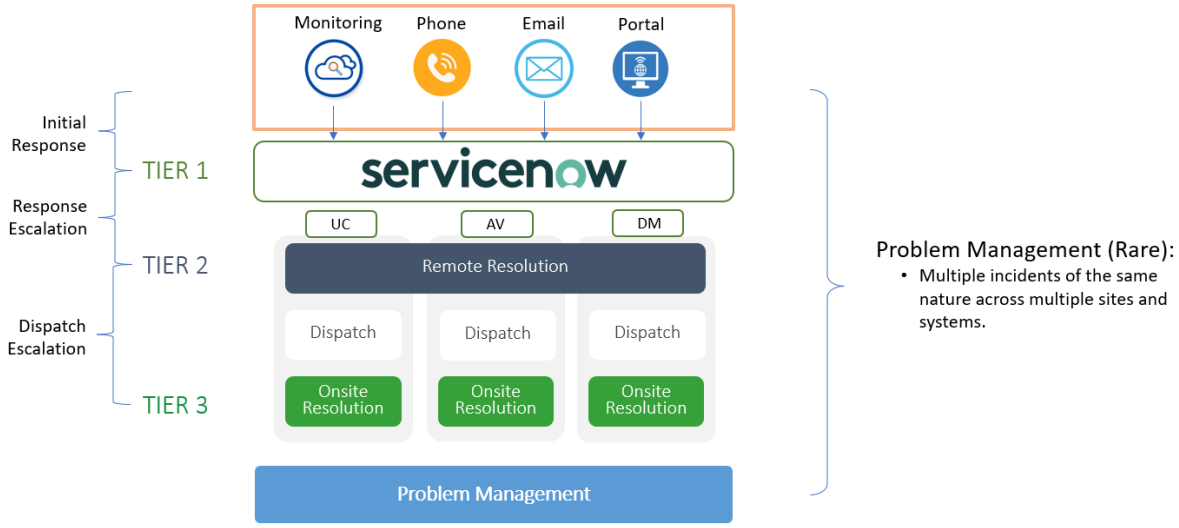
Priority	Details	Incident Management Response	Remote Support Response	Onsite Dispatch (if included)	Target (%)
Critical (P1)	Multiple devices are down, unable to serve data, in a state of frequent or repeating "panic" or "hang," or is in a state of degraded performance sufficient to prevent normal business operations. At this severity, both FORTÉ and client must commit the appropriate personnel to restore the system to a functional state or until a mutually agreeable workaround is provided. **NOTE: Email support initiation does not apply – Urgent incidents should be coordinated and requested via phone. Email initiation is logged as Standard (P3).**	Calls: 60 Seconds for calls answered Voicemail: 2 business hours Email: N/A	4 business hours	8 business hours	80
Standard (P3)	Device is experiencing and issue, anomaly, or cosmetic defect that inflicts little or no business impact. FORTÉ will provide a viable and mutually agreeable workaround until a more permanent hardware/software upgrade exists to mitigate the incident.	Calls: 60 Seconds for calls answered Voicemail: 2 business hours Email: 4 business hours	8 business hours	8 business hours	80
Request (P4)	Normal requests for information regarding the installation, configuration, use and maintenance of	Calls: 60 Seconds for calls answered	16 business hours	Best Effort / Scheduled	80

	systems under management. This includes administrative inquiries. There is no impact to your production systems or business operations.	Voicemail: 4 business hours Email: 4 business hours			

SYSTEM SUPPORT WORKFLOW

FORTÉ follows an Information Technology Infrastructure Library (ITIL) framework with our approach to technology services. Generally, our tiered workflow approach will follow this structure:

1. Incident is reported via monitoring (when purchased), phone, email, or portal (when available)
2. Incident is logged in ServiceNow and triaged (Tier 1)
3. UC / AV / DM Troubleshooting and Remote Resolution (Tier 2)
    a. Tier 2 remediation (and SLA) begins after Tier 1 triage has been completed.
4. Dispatch Escalation and Resolution (Tier 3)
    a. Tier 3 Escalation (and SLA) begins after Tier 2 remediation has been attempted.



SERVICE COVERAGE TIME & TIER LEVELS DESCRIPTION

Coverage hours for the ProSupport department are defined as:

8 x 5	FORTÉ will provide 8 x 5 coverage across the time zone locations of the systems under coverage (North America only)

FORTÉ ProSupport department is the initial contact point for any incoming incident. Upon identification of an issue, the ProSupport team will attempt to restore the technology service back to normal operations. Remediation activities will take place at different tiers of service, but all following a specific workflow. A general description of what happens at each tier level is as follows:

TIER 1 SERVICES:

Tier 1 services are the initial point of contact for any issue and are primarily made up of Incident Management responsibilities. Typical responsibilities for Tier 1 include:

- Taking ownership of incidents in our ServiceNow ITSM system for all issues reported or alerted on. Each incident request will have a unique reference number which is used to allow the support staff to quickly locate, add to or communicate the status of the user's issue or request.
- Assign a severity or update the severity of each incident (Critical, Standard, or Request)
- Provide electronic receipt notification for each incident.
- Provide rapid response and initial triage and technical support.
- Perform remote trouble isolation, resolution, or escalation to a Tier 2 Technician if needed.
- Ongoing status updates and case management through incident resolution.

TIER 2 SERVICES:

Tier 2 services are made up of various remote resolver groups. Escalations will take place at this level. FORTÉ will engage with a remote resolver that specializes in the incident in question. Typical responsibilities for Tier 2 include:

- Specific fault isolation down to the component level.

- Perform specific hardware configuration changes.
- Perform overall system configuration changes.
- In-depth analysis, log analysis, fault tracking and tracing.
- In-depth understanding of the core technologies utilized for corrective action.
- Promote the incident to Tier 3 escalation as needed.

TIER 3 SERVICES (available as SSA master number - if included):
Tier 3 services are made up of onsite resources that are available for dispatch. The ProSupport team will take the learnings from Tier 1 and Tier 2 teams and dispatch a site technician with the correct repair or replacement technology to fully resolve the incident. Typical responsibilities for Tier 3 include:

- Room repair and configuration changes.
- Control and audio system programming.
- Hardware swaps of on-hand critical components.
- Coordination of replacement parts.
- RMA or equipment returns to the manufacturer.
- Advanced diagnostic troubleshooting of cable paths and component level devices.
- Software and firmware updates, as well as identification of incompatible revisions.
- Acceptance testing of the resolved system.
- System health checks (preventative maintenance).
- System reimaging to correct OS/BIOS failures or to generally reconstruct a system back to functionality.

PROBLEM MANAGEMENT:
FORTÉ has a proven problem management process aimed to resolve the root causes of any Tier 3 incidents that are unresolved. Unfortunately, there are occasions where multiple issues happen across multiple platforms. These issues are escalated into an ITIL Problem. A problem in this context is the unknown underlying cause of one or more incidents, and a known error is a problem that is successfully diagnosed and for which either a work-around or a permanent resolution has been identified. Problems can also be identified from a single significant incident, indicative of a single error, for which the cause is unknown, but for which the impact is significant.
A known error is a condition identified by successful diagnosis of the root cause of a problem, and the subsequent development of a work-around. Problem management differs from incident management in that Problem Management aims primarily to find and resolve the root cause of a problem and thus prevent further incidents while the purpose of Incident Management is to return the service to normal level as soon as possible, with the shortest possible business impact.

CONTACTS

FORTÉ Service team can be reached by:
- National Support Phone: 800-488-4954
- email: support@ourforte.com
- Portal: Contact your local FORTÉ representative for instructions.

SYSTEM SUPPORT DEFINITIONS

System – Defined as the items listed in the Products and Services Detail section of this Agreement or listed on an attached Equipment List with the exception of Consumables, Owner Furnished Equipment, and Obsolete Equipment.
Remote Support – Means a service whereby remote calls made to communications and terminal equipment via Customer provided IP connection to determine failures and remedies. Only available where equipment is capable and configured by FORTÉ to provide same.

Onsite Support - Service level response assumes customer location is within 60 miles of an FORTÉ Service Center. Additional travel costs may apply if the customer location is beyond 60 miles of an FORTÉ Service Center.

Consumables – Means parts such as recording media, batteries, projection lamps and bulbs, etc. Consumables are parts that are not included under this Agreement.

Obsolete Equipment – Defined as items (though possibly still in use) that are outdated with no manufacturer support or parts availability, or products with formal end of life as defined by their manufacturer. Obsolete Equipment are parts that are not included under this Agreement.

Software Update Assistance – Defined as revisions of existing software which provide maintenance to correct software errors. Assumes software is provided at no charge by the manufacturer or covered under a valid manufacturer maintenance contract. Cascading software dependencies may impact ability to issue updates. Software and features which require additional licensing are not included under this Agreement. Changes to custom templates or scripts after initial deployment are available separate from this agreement.

SYSTEM SUPPORT TERMS

Coverage Dates – Unless otherwise stated, the service coverage date will be effective as of substantial completion or System Support Agreement invoice date; whichever is applicable. Coverage will extend for the duration specified by the corresponding line item

description found in the Product and Services Detail section of this Agreement. FORTÉ reserves the right to withhold services until the invoice is paid in full.

Exclusions – For situations where FORTÉ is providing service or support under this Agreement, no cost service, maintenance or repair shall not apply to the Equipment if any person other than an FORTÉ technician or other person authorized by FORTÉ, without FORTÉ prior written consent, improperly wires, integrates, repairs, modifies or adjusts the Equipment or performs any maintenance service on it during the term of this Agreement. Furthermore, any Equipment service, maintenance or repair shall not apply if FORTÉ determines, in its sole discretion, that the problems with the Equipment were caused by (a) Customer's negligence; or (b) theft, abuse, fire, flood, wind, lighting, unreasonable power line surges or brownouts, or acts of God or public enemy; or (c) use of any equipment for other than the ordinary use for which such equipment was designed or the purpose for which such equipment was intended, or (d) operation of equipment within an unsuitable operating environment, or (e) failure to provide a suitable operating environment as prescribed by equipment manufacturer specifications, including, without limitation, with respect to electrical power, air conditioning and humidity control.

Systems Support Terms are in addition to FORTÉ's General Terms and Conditions of Sale.

UNIFIED COMMUNICATIONS TERMS

Coverage Dates – Unless otherwise stated, the service coverage start date for Unified Communications Support Services for new unified communications infrastructure equipment will be the shipped date from the manufacturer, and coverage will extend for the duration of time specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement. The start date for Unified Communications Support Services purchased to cover existing equipment is established by the manufacturer, and the coverage will extend for the duration specified by the corresponding line-item description found in the Product and Services Detail section of this Agreement.

Unified Communications Terms are in addition to FORTÉ's General Terms and Conditions of Sale.

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Contract Award: Owner Provided Mechanical Equipment

MEETING DATE:
March 2, 2026

ORIGINATING DEPT:
City Administration

AGENDA SECTION:
Consent Agenda

PRESENTER:
Zack Wood

Action Requested:

Awarding a contract in the amount of $156,158 to Schwab Vollhaber Lubratt (SVL) for owner provided mechanical equipment for LINK Volume D Maintenance Bay Addition - Project No. J8707.

Report Narrative:

This request is to authorize the purchase of tax-exempt owner provided mechanical equipment required for the Link Volume D Maintenance Bay Addition project at the Transportation Center from Schwab Vollhaber Lubratt (SVL).

Link is a proposed 2.8 mile route along 2nd Street that will connect downtown Rochester, Mayo Civic Center, Mayo Clinic campuses, and the Downtown Waterfront Southeast area. Link will be operated by Rochester Public Transit and will be fare free for all users. Link buses are a high amenity, 60-foot electric bus which will provide service to 7 stations across the route. This project consists of: The construction of a maintenance bay addition connecting to the existing bus garage at Rochester's Transportation Center

This proposal was sourced through the Minnesota Sourcewell service cooperative, which is authorized through Minnesota Statute §123A.21, to competitively bid and award purchasing contracts to state and local governments. Sourcewell cooperative purchasing contracts are made available through the joint exercise of powers law, Minnesota Statute § 471.59 to participating agencies. Sourcewell follows the competitive contracting law process to solicit, evaluate, and award cooperative purchasing contracts for goods and services. By utilizing this procurement method, we are taking advantage of approximately $15,000 in savings with our owner-direct tax-exempt status.

Priorities & Foundational Principles:

Quality Services
Fiscal Responsibility and Sustainability

Policy Considerations & DEI Impact:

All engineering services and implementation of Link Rapid Transit observes the Citywide DEI Goal of Community Connection and Engagement, supporting racial and socio-economic equity for our community by creating and supporting accessible public transportation. Downtown Rochester Link Rapid Transit is consistent and supported by policies and guidance from: Downtown Master Plan (2010); DMC Development Plan (2014); Rochester Transit Development Plan (2017); Rochester 2040 Compressive Plan; Planning to Succeed (2018); and Integrated Transportation Study Acceptance (2018). Specific key policy considerations are as follows: Expansion of transit services through the identification and inclusion

of transportation goals. Support the City's greenhouse gas reduction and transportation mode shift goals. Increased accessibility and social -economic equity by helping transit dependent households move around our community safely. LINK will be fare free to allow maximum access and efficiency. Establishment of alternative modes of transportation. Communication strategies that educate community members on these alternative transportation modes.

Prior Legislative Actions & Community Engagement:

February 5, 2019: DMCC Board Meeting - Transit Village Locations and Implementation Concept Approval
March 4, 2019: Council Meeting - Transit Village Locations and Implementation Concept
October 21, 2019: Council Meeting - Resolution supporting rapid transit on Broadway Ave with financial commitment to engineering and environmental review November 18, 2019: Council Meeting - Locally Preferred Alternative (LPA) and financial commitment for project development approved
March 16, 2020: Council Meeting - Contract with SRF Consulting approved
May 4, 2020: Council Meeting – Phased Approach to the Downtown Rapid Transit Project Approved
August 17, 2020: Council Meeting - Submission of a Federal Transit Administration (FTA) Small Starts grant Application approved
July 19, 2021: Council Meeting – Contract for the inclusion of art into the Link Rapid Transit infrastructure authorized
November 15, 2021: Council Study Session – General Project Update
February 7, 2022: Council Study Session – Reviewed possible revised changes to project definition, budget, funding strategy and schedule
February 23, 2022: Council Meeting - Contract amendment to the professional services contract with SRF Consulting Group, Inc. authorized
April 12, 2022: Community Event - Open House held at Bethel Lutheran Church
April 19, 2022: Community Event - Neighborhood walk led from Riverside Central Elementary School
April 25, 2022: Council Special Learning Session - Bus tour of project corridor led from Government Center
April 26, 2022: Community Event - Presentation at Slatterly Park Neighborhood meeting
May 18, 2022: Community Event - Community pop-up in front of Saint Marys Hospital
May 21, 2022: Community Event - Community pop-up at People's Food Co-op
May 26, 2022: Community Event - Public webinars at noon and 6pm.
June 5, 2023: Council Meeting - Right of Way Acquisition Request for Proposals
October 23, 2023: City Council Study Session - LINK Rapid Transit Update
January 22, 2024: Council Meeting - Authorized Advertisement for Construction Management Services RFP
April 22, 2024: Council Meeting - Authorized Kimley Horn and Associates for Construction Management Services
April, 29, 2024: Council Study Session - Update on BRT & West Transit Village
August 5, 2024: Council Meeting - Authorized Agreements with the Mayo Clinic for the LINK Bus Rapid Transit Project.
May 5, 2025: Council Meeting - Authorized Bid Advertisement for Link Bus Rapid Transit (BRT) Maintenance Bay Addition
July 7, 2025: Council Meeting - Awarding Bid to Brennan Construction of MN, Inc. for Link Bus Rapid Transit (BRT) Maintenance Bae Addition

Fiscal & Resource Impact:

The total Link Rapid Transit Project budget is $175.493 million which includes Professional Technical Services for A&E Design, Construction Management Services, Bus Procurement, Construction (Civil Infrastructure, Stations & Platforms) and Contingency. Funding for this project comes from the following sources: $84.92 million is funded by an FTA Small Starts grant, $4.389 million in MNDOT funding and $86.186 in local share which includes $375,000 in water and sewer fees, $74,678,864 in DMC State and County Transit Aid and $11,132,843 in DMC General State Infrastructure Aid (GSIA.)

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

Prepared By:
Zachary Wood

Attachments:
Contract - Schwab Vollhaber Lubratt - LINK Vol D

2920 Centre Pointe Drive, Roseville, MN 55113 | Phone: 651-481-8000 | Fax: 651-481-8621
3454 41st Street South, Fargo, ND 58104 | Phone: 701-356-0896 | Fax: 701-356-0899
www.svl.com | projects@svl.com

To:	City of Rochester	Project:	City of Rochester PWTOC	Date:	1/29/2026
Attn:	Zack Wood	Location:	Rochester, MN	SVL Quote #:	1107290 R5
Engineer:		Notes:	TIPS Proposal	Bid Date:	1/27/2026
Page(s):	1			Addendums:	

Heat Recovery Unit – Bus Garage (Volume-D)

(1) Innovent Roof Mounted Heat Recovery Unit with: **Tag: HRU-1**

- 2" foam cabinet and G90 galvanized steel painted R-13 double wall casing
- 2" MERV 8 filter on return and 4" MERV13 on outside air (2 sets)
- Outside air and exhaust air dampers with 2-position actuators
- Direct Fired 19:1 modulating gas heater
- Aluminum sensible only plate heat exchanger with stainless steel drain pan
- Plenum type supply and exhaust fan with factory mounted/wired VFD, and shaft grounding rings
- Terminal strips for field mounted controls by others. Damper actuators and fan VFDs are factory provided and installed, fan/heater/damper signal and PLC are required by **OTHERS** and not included
- Single point 460v-3ph power connection with 5kAIC SCCR
- 120v GFI (field powered by others)
- 24" R12 insulated roof curb
- 1st year parts warranty, 10 year air-to-air heat exchanger parts warranty

NOTES: Unit complies with BABA, but requires confirmation upon release of compliance based on component availability

Total net price, freight allowed.....$ 106,205.00
Add option for SVL Startup and 1st year labor warranty.....$ 4,435.00

HVLS Ceiling Fans – Bus Garage (Volume-D)

(1) Big Ass Fans Powerfoil X4 Fan with: **Tag: CF-1**

- 14' diameter, 208/3/60, BAFcon controller, and standard Industrial mount

Notes: Waiting on confirmation of BABA compliance. BA compliance confirmed

Total net price, freight allowed.....$ 11,043.00

Exhaust Fans –Bus Garage (Volume-D)

(1) Cook ACED Exhaust Fan furnished with: **Tag: PRV-106**

- Direct drive ECM, aluminum insulated curb, speed controller, pre-wired disconnect switch, backdraft damper, hinged sub-base, and bird screen.

Notes: Units comply with BABA

Total net price, freight allowed.....$ 1,605.00

ALL SALES ARE SUBJECT TO SVL'S TERMS AND CONDITIONS OF SALE, AVAILABLE AT
https://www.svl.com/terms-and-conditions/, apply to this proposal/sale. Sales & use taxes not included.
Goods will conform to approved/reviewed submittals. Quotes are valid for 30 days.

2920 Centre Pointe Drive, Roseville, MN 55113 | Phone: 651-481-8000 | Fax: 651-481-8621
3454 41st Street South, Fargo, ND 58104 | Phone: 701-356-0896 | Fax: 701-356-0899
www.svl.com | projects@svl.com

To:	City of Rochester	Project:	City of Rochester PWTOC	Date:	1/29/2026
Attn:	Zack Wood	Location:	Rochester, MN	SVL Quote #:	1107290 R5
Engineer:		Notes:	TIPS Proposal	Bid Date:	1/27/2026
Page(s):	2			Addendums:	

Gas Unit Heaters - Bus Garage (Volume-D)

(2) Modine Gas Unit Heaters with: **Tag: GUH-1,2**

- Stainless Steel Heat Exchangers, suspension kit, and concentric Vent kit

Notes: Units comply with BABA

Total net price, freight allowed.....$ 10,166.00

Grilles, Registers, and Diffusers – Bus Garage (Package-D)

(10) Titus Grilles, Registers & Diffusers with:

- Variety of models and sizes finished standard white.

Notes: Units comply with BABA

Total net price, freight allowed.....$ 1,370.00

HVAC Pumps

(1) Armstrong CompassR 20-35 DI Circulator: **Tag: CP-RF1`**

- 0.167 HP, 115/1/60, 10 GPM at 18 FT of head, Companion flange kit

(1) Armstrong CompassR 60-50 DI Circulator: **Tag: CP-SM1**

- 0.5 HP, 208/1/60, 21 GPM at 30 FT of head, Companion flange kit

Exceptions:

- **Pumps do NOT comply with BABA**
- **Pumps are Dry-Rotor ECM**

Total net price, freight allowed.....$ 4,615.00

Brazed Plate Heat Exchanger

(1) Armstrong Brazed Heat Exchanger with: **Tag: HX-1**

- Model: ABX205-90M
- Plate Material: AISI 316, Copper brazing material
- Working / Testing Pressure: 435 / 652.5 psi, 2” NPT Connections

Exceptions:

- **Heat Exchanger does NOT comply with BABA**
- **Factory Shroud insulation NOT available with specific model. Insulation by others**

Total net price, freight allowed.....$ 4,770.00

ALL SALES ARE SUBJECT TO SVL’S TERMS AND CONDITIONS OF SALE, AVAILABLE AT
https://www.svl.com/terms-and-conditions/, apply to this proposal/sale. Sales & use taxes not included.
Goods will conform to approved/reviewed submittals. Quotes are valid for 30 days.

2920 Centre Pointe Drive, Roseville, MN 55113 | Phone: 651-481-8000 | Fax: 651-481-8621
3454 41st Street South, Fargo, ND 58104 | Phone: 701-356-0896 | Fax: 701-356-0899

www.svl.com | projects@svl.com

To:	City of Rochester	Project:	City of Rochester PWTOC	Date:	1/29/2026
Attn:	Zack Wood	Location:	Rochester, MN	SVL Quote #:	1107290 R5
Engineer:		Notes:	TIPS Proposal	Bid Date:	1/27/2026
Page(s):	3			Addendums:	

Ductless Split System (Volume-D)

(1) Mitsubishi PUY/PKA Nominal 2-Ton Ductless Split furnished with: Tag: SS/CU-1

- R454B Low Ambient Split System
- High-wall indor unit w/ condensate pump
- CU Wind Baffles
- BACnet interface and wire controller
- CU Stand and equipment pad

Total net price, freight allowed.....$ 11,949.00

Sincerely,

Kevin Kerrigan / Jim Castoro

SVL, Inc.
651-481-8000

ALL SALES ARE SUBJECT TO SVL'S TERMS AND CONDITIONS OF SALE, AVAILABLE AT
https://www.svl.com/terms-and-conditions/, apply to this proposal/sale. Sales & use taxes not included.
Goods will conform to approved/reviewed submittals. Quotes are valid for 30 days.

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Contract Award: Evans Companies for the 6th St SW Storm Sewer Extension Project - Project No. J6741

MEETING DATE:
March 2, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Aaron Luckstein

Action Requested:

Adopting a Resolution approving a contract with Evans Companies in the amount of $137,591.50 for the 6th St SW Storm Sewer Extension Project - Project No. J6741.

Report Narrative:

A public alley and cul-de-sac lie between 5th St SW and 6th St SW between 8th Ave SW and 9th Ave SW. The public alley and cul-de-sac do not have any storm sewer infrastructure and drain overland across private property to 6th St SW. This overland drainage from the public right-of-way is creating persistent nuisance conditions to multiple properties directly south of the cul-de-sac. As a result, a project was developed to address the drainage issues and, ultimately, minimize the risk of damage to private property.

The proposed project will extend a storm sewer pipe from 6th St SW between 815 6th St SW and 819 6th St SW, to the south side of the cul-de-sac within a public drainage and utility easement. Three inlets are proposed on the south side of the cul-de-sac which will capture storm water from the public right-of-way and convey it to the south via the proposed storm sewer, mitigating the existing drainage issues for most storm events. This project will also include bituminous pavement rehabilitation of the alley and cul-de-sac. The proposed project was projected to be under $175,000, so it was sent out to contractors for quotes.

The following quotes were received on Tuesday, February 17, 2026:

Bidder	Bid Total
Evans Companies	$137,591.50
Elcor Construction	$155,132.50
SL Contracting	$197,990
Engineer's Estimate	$155,836.50

Public Works recommends awarding the contract to the apparent low bidder.

Priorities & Foundational Principles:

Public Safety

Responsible Environmental Stewardship

Policy Considerations & DEI Impact:
The proposed project is consistent with City policies, maintenance requirements, and design standards related to stormwater conveyance.

Prior Legislative Actions & Community Engagement:
There are no prior legislative actions related to this project.

All affected residents adjoining the project were engaged throughout the development and design of this project. Future coordination will be necessary with the affected residents and greater public with respect to construction impacts.

Fiscal & Resource Impact:
The proposed 6th St SW Storm Sewer Extension Project - Project No. J6741, will be funded from the 2026-2031 Storm Water Capital Improvement Plan (CIP), Map 1, Annual Program: Funding for Addressing Historical Drainage Issues – J6505. The funding is sourced from retained earnings of the Storm Water Utility Enterprise Fund.

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

Prepared By:
Jacob Souhrada

Attachments:
Budget Data Sheet - 6th ST SW Storm Sewer Extension Project - Project No. J6741

Project Location Map - 6th ST SW Storm Sewer Extension Project - Project No. J6741

Standard Form of Contract - 6th ST SW Storm Sewer Extension Project - Project No. J6741

Resolution - 6th ST SW Storm Sewer Extension Project - Project No. J6741

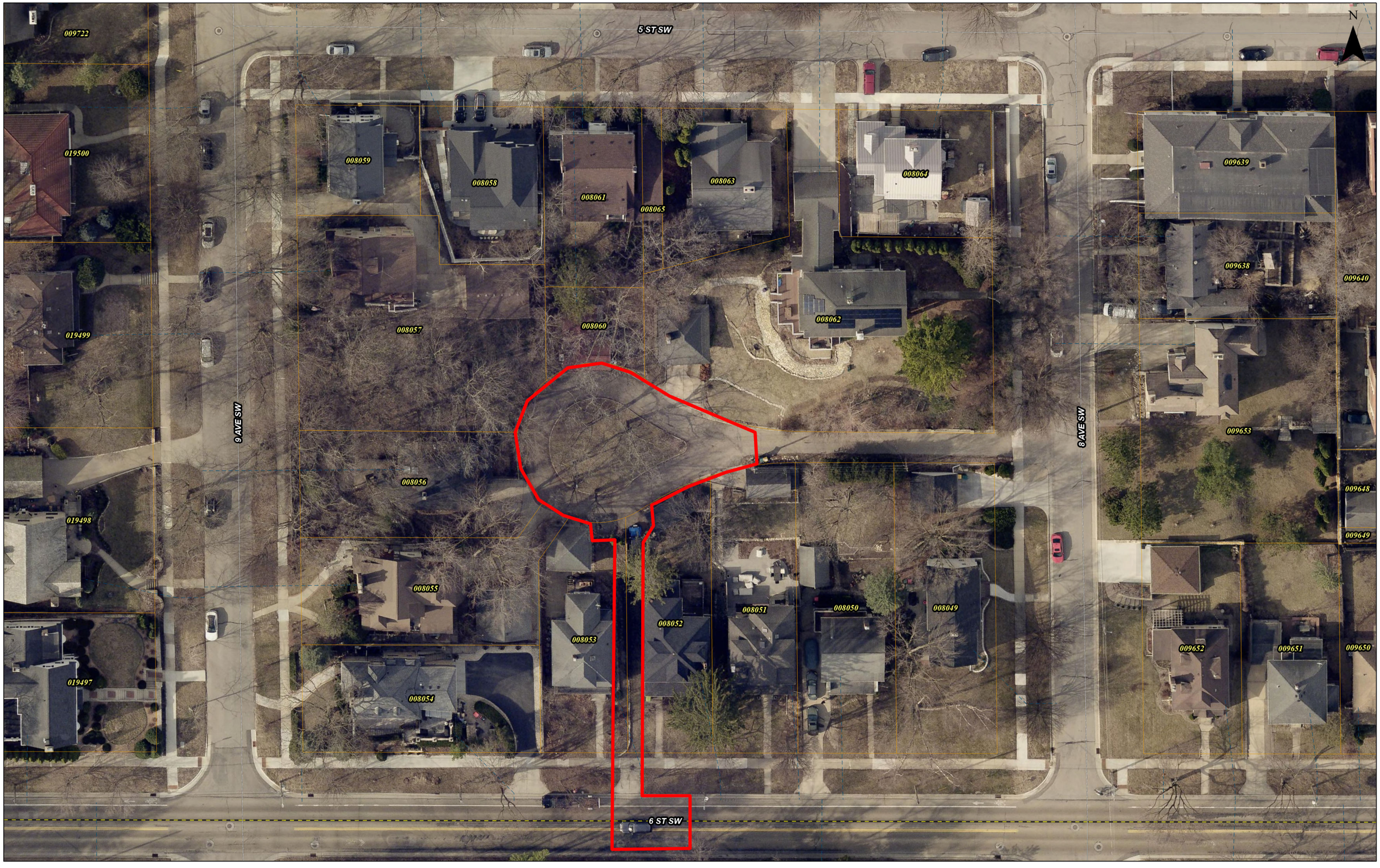
BUDGET DATA SCHEDULE FOR CONSTRUCTION CONTRACT

Project Manager: Jacob Souhrada **Engineering Firm: City**
Contractor: Evans Companies **Project Inspector: City**

Project No.	J6741	**Capital Improvement Information:**		**Date of Origination**
J No.	J6741	Year: 2026-2031	Page No.: 842	
State Aid No.		Type: Storm Water	CIP Project No.: 6505	03/02/26
Description:	6th ST SW Storm Sewer Extension Project			**Project Substantial Completion Date**
				06/15/26

COUNCIL ACTION DATE		03/02/26		
		ENGINEER ESTIMATE / FEASIBILITY	**CONTRACT**	**FINAL**
CONSTRUCTION COSTS				
Street (350)		$33,817.12	$26,580.80	
Storm Sewer (450)		$122,019.38	$111,010.70	
SUB-TOTAL		$155,836.50	$137,591.50	$0.00
Engineering, Interest, Contingencies		$15,583.65	$13,759.15	$0.00
TOTAL		$171,420.15	$151,350.65	$0.00
FUNDING DISTRIBUTION				
6505	Conveyance System Repair	$134,221.32	$122,111.77	
2201	Street Maintenance	$37,198.83	$29,238.88	
TOTAL		$171,420.15	$151,350.65	$0.00

FUNDING DISTRIBUTION PERCENTAGE				
6505	Adressing Historical Drainage Issues	78%	81%	
2201	Street Maintenance	22%	19%	
TOTAL		100.0%	100%	0.0%



Project Location Map - 6th ST SW Storm Sewer Extension Project - Project No. J6741

0 12.5 25 50 Feet

CITY OF ROCHESTER MINNESOTA

Project Outline

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.

CITY OF ROCHESTER, MINNESOTA
FORM OF CONTRACT

THIS AGREEMENT, made and signed this _____ day of _____, 20 ____, by and between the City of Rochester, Minnesota, hereinafter called the "Owner" and **Evans Companies, 9323 35th ST SW, Byron, MN 55920** hereinafter called the "Contractor". THIS AGREEMENT WITNESSETH, that the Owner and the Contractor, for the consideration hereinafter stated, agree as follows:

ARTICLE I. The Contractor hereby covenants and agrees to perform and execute all the provisions of the plans and specifications prepared by the City Engineer of Rochester, Minnesota for

J6741, 6th Street SW Storm Sewer Extension Project

and to do everything required by this agreement and the contract documents.

ARTICLE II. The Contractor agrees that the work contemplated by this contract shall be fully and satisfactorily completed on, or before **June 15, 2026**.

ARTICLE III. The Owner agrees to pay and the Contractor agrees to receive and accept payment in accordance with the prices bid for the unit or lump sum items as set forth in the conformed copy of the Form of Proposal hereto attached, which prices shall conform to those in the accepted Contractor's proposal on file in the office of the City Clerk of Rochester, Minnesota, the aggregate of which prices, based on the approximate schedule of quantities, is estimated to be **$137,591.50**.

ARTICLE IV. The Contract Documents shall consist of the following component parts:

1. The Form of Proposal (conformed copy)
2. General Conditions of the Specifications for Public Improvements
3. Special Provisions, (if any)
4. Specifications
5. Plans and drawings which are attached to the Specifications or which are identified as Sheets 1 to _____ for
6. This Contract
7. Tennessen Warning
8. Performance Bond
9. Payment Bond for Labor and Material (if needed)
10. Workers Compensation Insurance Certificate
11. Contractor’s Supplemental Responsible Contractor Certificate
12. W-9 Form
13. Corporate Acknowledgement

J6741, 6th Street SW Storm Sewer Extension Project

This contract, together with the documents hereinabove mentioned, form the Contract, and all documents are as fully a part of the contract as if attached hereto or herein repeated. The terms of the General Conditions of Specifications and Special Provisions shall prevail against any inconsistencies found in the Form of Proposal, unless otherwise provided for in writing by the parties.

This contract constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Contractor, by the signature below of its authorized representative, hereby acknowledges that the contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals as of the day and year first above written.

The City of Rochester, Minnesota

By_____
Kim Norton, Mayor

Attest_____
Ann Kasel, City Clerk

Contractor

By_____

_____Title

By_____

_____Title

Approved as to Form & Execution

_____
Michael Spindler-Krage, City Attorney

RESOLUTION

Awarding Contract for Project No. J6741, 6th Street SW Storm Sewer Extension Project

WHEREAS, pursuant to an advertisement for bids for the following improvement(s): Project No. **J6741, 6th Street SW Storm Sewer Extension Project**, the following bids were received complying with the advertisement:

	Total
Evans Companies	**$137,591.50**
Elcor Construction	
SL Contracting	$155,132.50
	$197,990.00
Engineer's Estimate	$155,836.50

WHEREAS it appears that **Evans Companies** is the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Rochester, Minnesota, that the bid of **$137,591.50** is hereby accepted and execution of the standard City contract for construction with **Evans Companies**, is authorized for the following approved local improvements: Project No. **J6741, 6th Street SW Storm Sewer Extension Project**; and

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; and

BE IT FURTHER RESOLVED that the bidder shall execute all contracts within ten days after the contract is ready for their signature, and if not executed by them in said time, they shall be deemed to have abandoned the same.

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

Revocable Permit and Agreement with Mayo Clinic - Pedestrian Tunnel in 1st St SW Right-of-Way

MEETING DATE:
March 2, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:
Authorizing a revocable permit and agreement with Mayo Clinic for placement of a pedestrian tunnel within the 1st St SW right-of-way.

Report Narrative:
Mayo Clinic is the Owner of the property described as Lot 1, Block 1, Mayo Unbound First Subdivision, Olmsted County, Minnesota. The Owner has requested permission to place a pedestrian tunnel within the 1st St SW right-of-way, east of 6th Ave SW, and adjacent to Owner's property. The pedestrian tunnel will connect the proposed new Ro60 Clinical Building to the Dan Abraham Healthy Living Center.

The Owner will install and maintain the pedestrian tunnel at its own expense, as well as repair any damage to public facilities. Public Works has reviewed the request and recommends in favor of the revocable permit and agreement ("the agreement"). The agreement includes language for revocation and liability protection for the City and has been executed by the Owner.

Priorities & Foundational Principles:
Economic Vibrancy & Growth Management
Public Safety

Policy Considerations & DEI Impact:
The permit and agreement with Mayo Clinic are a requirement per the Rochester City Code of Ordinances (RCO), Sec. 9-2-5. The City strives to keep its public rights-of-way in a state of good repair and free from unnecessary encumbrances in order to provide for and protect the health, safety, and welfare of its citizens, and to ensure the integrity of its streets and the appropriate use of the public right-of-way.

Chapter 9-2 of the RCO, Public Right-of-Way Management, imposes reasonable regulation on the placement and maintenance of facilities and equipment currently within the City's rights-of-way. This chapter is intended to complement the regulatory roles of state and federal agencies. Under this chapter, persons using, excavating, and obstructing the rights-of-way will bear financial responsibility for their work and will be required to maintain, support, protect, or move their facilities.

Prior Legislative Actions & Community Engagement:
This agreement is a stand-alone item. There are no prior actions or community engagement to report at this time.

Fiscal & Resource Impact:
Public Works collects a document preparation and recording fee of $292 for the preparation and recording of the subject Revocable Permit and Agreement.

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

Prepared By:
Jamie Miller

Attachments:
Revocable Permit & Agreement - Mayo Clinic Ped Tunnel in 1st St SW ROW

REVOCABLE PERMIT AND AGREEMENT

THIS REVOCABLE PERMIT AND AGREEMENT (hereinafter "Permit" or "Agreement," depending on the context used), made this _____ day of _____, 2026, between the **City of Rochester**, a Minnesota municipal corporation, hereinafter referred to as "City", **and Mayo Clinic**, a Minnesota non-profit corporation, hereinafter referred to as "Mayo."

RECITALS:

A. Mayo owns certain real property in the City of Rochester, Olmsted County, Minnesota, described as (hereinafter known as the "Property"):

> Lot 1, Block 1, MAYO UNBOUND FIRST SUBDIVISION, Olmsted County, Minnesota,
>
> the Torrens portion of such property being described as:
>
> Beginning at the southeast corner of Lot 1, Block 25, ORIGINAL PLAT OF ROCHESTER, according to the recorded plat thereof; thence South 89 degrees 44 minutes 26 seconds West, assumed bearing, along the south line of said Block 25 and its westerly extension thereof, 336.43 feet to the centerline of Third Avenue SW (formerly Prospect Street); thence North 00 degrees 17 minutes 37 seconds West, along said centerline, 603.76 feet to the southerly right of way line of Center Street W (formerly Fifth Street); thence North 89 degrees 42 minutes 57 seconds East, along said right of way line, 37.50 feet to the northwest corner of Lot 7, Block 30, in said ORIGINAL PLAT OF ROCHESTER; thence North 89 degrees 46 minutes 03 second East, along the north line of said Block 30 and its easterly extension thereof, 323.84 feet to the east line of the West 25.00 feet of Second Avenue SW (formerly Franklin Street); thence South 00 degrees 18 minutes 07 seconds East, along said east line, 339.14 feet to the easterly extension of the northerly line of said Block 25; thence South 89 degrees 44 minutes 36 seconds West, along said easterly extension, 25.00 feet to the northeast corner of Lot 12, said Block 25; thence South 00 degrees 18 minutes 07 seconds East, along the east line of said Block 25, a distance of 264.48 feet to the point of beginning.

B. Mayo has applied to the City for a revocable permit to allow a subway level pedestrian tunnel (hereinafter referred to as "Private Improvements") to be constructed within the public right of way of 1st Street SW (hereinafter referred to as "Right of Way") east of 6th Avenue SW to connect Mayo's Ro60 Clinical Building proposed to be constructed on the Property and the Dan Abram Healthy Living Center; and,

C. The City is willing to grant this Permit upon the terms and conditions contained herein, which terms and conditions apply to Mayo, its successors and assign.

NOW, THEREFORE, IT IS MUTUALLY AGREED by the City and Mayo as follows:

1. The City consents to placement of the Private Improvements in the Right of Way in a manner consistent with details of the City approved Civil Construction plans associated with Grading Permit R25-0069GF, as depicted for general location reference within **EXHIBIT A** of this Agreement.
2. Mayo shall perform all work and bear all costs associated with the installation, maintenance, and repair of said Private Improvements located within the Right of Way other than costs caused by the gross negligence or willful misconduct of the City.
3. Mayo shall also ensure that the use of said Private Improvements shall be in accordance with all applicable City codes and other provisions of law and proper maintenance of the Private Improvements occurs to minimize the impact on the public's infrastructure.
4. Mayo shall hold the City harmless and defend the City for any and all losses, expenses, actions, claims, demands, suits, judgements, awards, damages, liabilities, costs, and reasonable attorneys' fees resulting from Mayo's use of the Right of Way under the grant of authority contained herein or from the City's decision to revoke this Permit.
5. This Permit is for the specific Private Improvements included and shown herein. No additional encroachments are authorized by this Agreement to be installed within said Right of Way.
6. Any additions and/or alterations/modifications, other than for maintenance purposes, shall be approved by the City prior to commencement of work activity.
7. Mayo agrees to execute the Release and Hold Harmless Agreement attached hereto as **EXHIBIT B**.
8. This Permit is not intended to be for any specific period of time. This Permit shall remain in full force and effect for so long as Mayo follows City Engineer's reasonable requests. This Agreement shall not be terminated unless the City provides Mayo a twelve (12) month prior written notice and after a reasonable opportunity is provided to Mayo to respond to City Engineer's reasonable requests. Upon such termination and removal of the Private Improvements, if Mayo so elects, the City shall record such document to reflect the Permit revocation. Should Mayo elect, in its sole discretion, to abandon any buried or underground Private Improvements, the City may proceed to remove all or a part thereof without

liability for damages to Mayo. Mayo shall reimburse the City for any reasonable and actual costs the City incurs in removing the encroachments. Mayo shall not receive any prescriptive rights by this grant, nor shall it seek or be entitled to any relocation costs or other damages from the City for removal of the encroachments.

9. The City shall use reasonable efforts, as reasonably determined by City Engineer, to not interfere with or damage the Private Improvements and its improvements or interfere with the maintenance, operation or removal of the Private Improvements equipment.

10. By executing this Agreement, Mayo acknowledges that it: (a) has entered into and executed this Agreement knowingly, voluntarily, and willingly of its own volition with such consultation with legal counsel as it deems 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, 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. Both parties wish to avoid any development or administrative delays associated with a legal challenge to any of the terms of this Agreement. Notwithstanding any provision in this Agreement to the contrary, this clause will survive the termination or expiration of this Agreement.

11. The parties agree that 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 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.

12. In the event that Mayo 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 / or as amended from time to time.

13. The obligations set forth in this Permit shall run with the land and shall apply to Mayo, its successors, or assigns.

14. Nothing in this Agreement shall be deemed to be a gift or dedication to the general public or for any public purpose whatsoever.

15. Every notice required or otherwise given under this Agreement shall be in writing and shall be deemed to have been given and delivered three (3) business days after deposit when mailed by certified or registered United States mail, return receipt requested or one (1) business day when sent by overnight nationally recognized courier for overnight delivery, to each party:

TO MAYO:

Mayo Clinic
Attn: Mayo Clinic Legal Department
200 First Street SW
Rochester, MN 55905

TO CITY:

City of Rochester
Attn: City Engineer and City Attorney's Office
4001 West River Parkway NW, Suite 100
Rochester, MN 55901

Mayo Clinic
Attn: Chair, Department of Facilities and Support Services
200 First Street SW
Rochester, MN 55905

Either party may change the person(s) to or place where notices are given under this Agreement upon seven (7) days' written notice to the other party. If a party's address is not known to the party desiring to send a notice, the address to which property tax bills for the property owned by such party are sent may be used. Any party may change its address for notice by written notice to all other parties.

16. Mayo has paid to the City $246.00 for document preparation and recording.

[Signature Pages Follow]

SIGNATURE PAGE
TO
REVOCABLE PERMIT AND AGREEMENT

IN WITNESS WHEREOF, the parties hereto have accepted and executed this Agreement on the dates set forth below.

City of Rochester,
a Minnesota municipal corporation

By: _____ Date: _____, 2026
Kim Norton, Mayor

Attest: _____ Date: _____, 2026
Ann Kasel, City Clerk
Olmsted County, Minnesota, ex officio notary public
My term is indeterminate
See Minn. Stat. § 358.15(a)(2)

SIGNATURE PAGE
TO
REVOCABLE PERMIT AND AGREEMENT

Mayo Clinic,
a Minnesota non-profit corporation

By: Benjamin Youngstrom

Its: SENIOR PROJECT MANAGER

STATE OF MINNESOTA)
) SS
COUNTY OF OLMSTED)

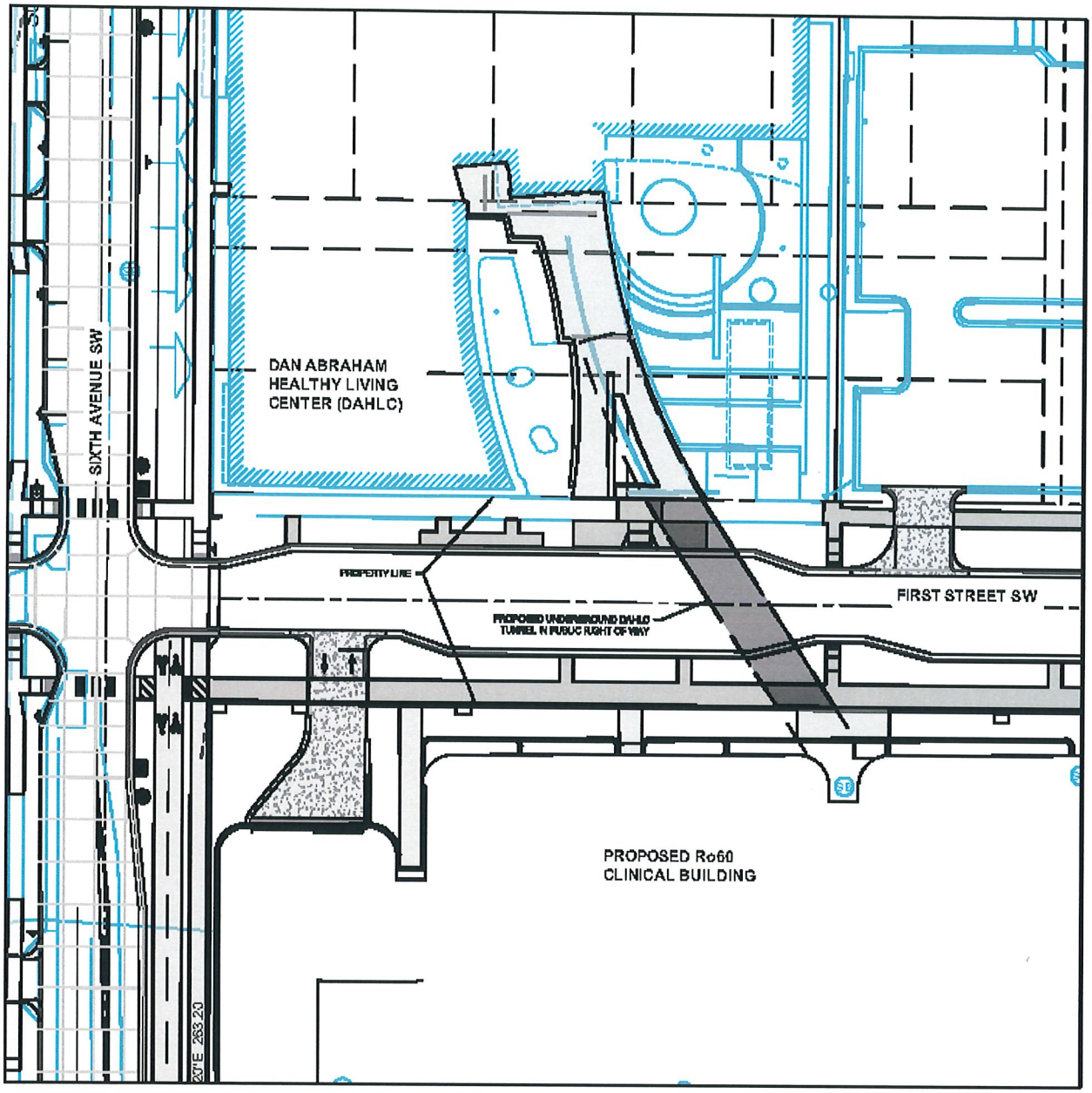
On this 17 day of February, 2026, before me, a notary public within and for said county, personally appeared Benjamin Youngstrom, the Senior Project Manager of **Mayo Clinic**, a Minnesota non-profit corporation, personally known to me to be the person described in the foregoing instrument and acknowledged that he/she executed the same as his/her free will and on behalf of the non-profit corporation.

NOTARY PUBLIC

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

CONSTANCE SUSAN STILWELL
Notary Public-Minnesota
My Commission Expires Jan. 31, 2030

EXHIBIT A



PROPOSED REVOCABLE PERMIT:
UNDERGROUND PEDESTRIAN TUNNEL THAT CONNECTS DAN ABRAHAM HEALTHY LIVING CENTER TO PROPOSED Ro60 CLINICAL BUILDING BY CROSSING 1ST ST SW.

LEGAL DESCRIPTION:
LOT 1, BLOCK 1, MAYO UNBOUND FIRST SUBDIVISION, OLMSTED COUNTY, MINNESOTA

wsb

WSB PROJECT NO.:
020711-000
02-02-2026

REVOCABLE PERMIT EXHIBIT FOR
MAYO CLINIC
BFUiR - Ro60 CLINICAL BUILDING

ROCHESTER, MINNESOTA

EXHIBIT
A

N

0 50' 100'
H:
SCALE IN FEET

EXHIBIT B

RELEASE AND HOLD HARMLESS

Mayo agrees to hold the City of Rochester ("City") harmless, release and to defend the City for any and all damages, or from any and all claims or causes of action made by any party, including any takings claims, in any action resulting from the granting of this Permit or the placement of the Private Improvements within public right of way or easement during the term of the Permit, from Mayo's use of the City's Right of Way under the grant of authority contained herein or resulting from the City's decision to revoke the Permit, excluding any such damages, claims or demands caused by the City or some third-party that is not hired or controlled by Mayo and/or attributable to the negligence, omission or the willful misconduct of the City, its employees, officials or agents.

Mayo Clinic,
a Minnesota non-profit corporation

By: Benjamin Youngstrom

Its: SENIOR PROJECT MANAGER

STATE OF MINNESOTA)
) SS
COUNTY OF OLMSTED)

On this 18 day of February, 2026, before me, a notary public within and for said county, personally appeared Benjamin Youngstrom, the ~~Youngstrom~~ Sr Project Manager of **Mayo Clinic**, a Minnesota non-profit corporation, personally known to me to be the person described in the foregoing instrument and acknowledged that he/she executed the same as his/her free will and on behalf of the non-profit corporation.

CONSTANCE SUSAN STILWELL
Notary Public-Minnesota
My Commission Expires Jan. 31, 2030

NOTARY PUBLIC

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Southern Minnesota Municipal Power Agency
Purchase Offer for Easements

MEETING DATE:
March 2, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Tyler Niemeyer

Action Requested:
Approving the purchase offer from Southern Minnesota Municipal Power Agency (SMMPA) for two easements on City-owned land.

Report Narrative:
Olmsted County and the Minnesota Department of Transportation (MnDOT) have a joint project to construct a new interchange between TH 14 and CSAH 44 (60th Avenue NW). As a result of the project, utilities in the project area are requiring relocation. SMMPA has a transmission line along the north side of the state highway that is being relocated within a City-owned parcel (maintained by the stormwater team) that sits just to the north of MnDOT's right-of-way. SMMPA has prepared a purchase offer for two easements based on appraised values. The original offer included a 50% multiplier based on appraised values, and the Public Works team countered with an 85% multiplier. The total amount being paid to the City for the two easements is $20,811.30.

The Public Works team is recommending that the Council approve this offer.

As a separate update, the team is also negotiating with Olmsted County as they're looking to acquire a separate portion of this parcel as permanent right-of-way for the interchange. That offer will be presented to the Council in a separate action in the future.

Priorities & Foundational Principles:
Fiscal Responsibility & Sustainability

Policy Considerations & DEI Impact:
Approval of this item supports the City's strategic priority of Housing Access and foundational principal of Public Safety. The interchange project is addressing a dangerous intersection with a history of fatal and serious injury crashes. It will also serve as a critical transportation connection to the areas identified for growth in northwest Rochester where utilities have been extended and housing subdivisions have begun to develop.

Prior Legislative Actions & Community Engagement:
No prior actions

Fiscal & Resource Impact:
The parcels are managed by the Public Works stormwater team, thus the funds will go into the

Stormwater Utility.

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

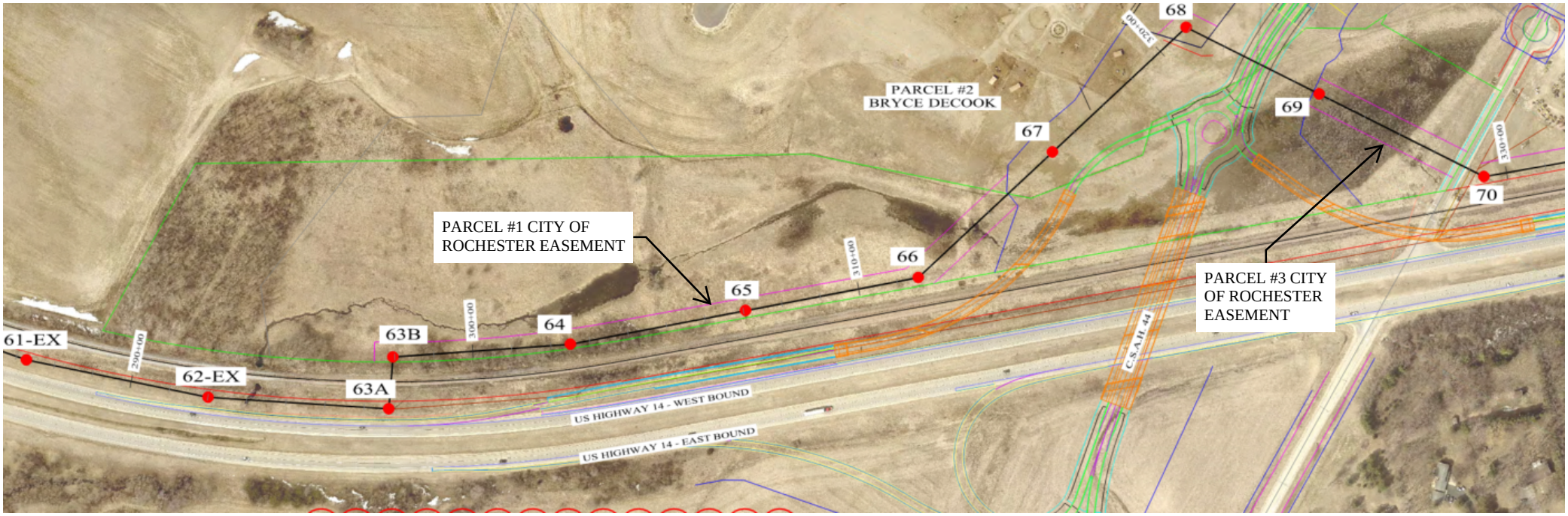
Prepared By:
Dillon Dombrovski

Attachments:
Map - Easement location

Exhibit - Total Compensation

Agreement - City of Rochester Easement No. 1

Agreement - City of Rochester Easement No. 3



EASEMENT LOCATIONS

COMPENSATION CALCULATIONS				EASEMENT NO.		1
Option 1				Price	Quantity	Total
For each round/laminated pole placed in cultivated land within three (3) feet of the property line or fence				$ 500.00	0	$ -
For each round/laminated pole placed in cultivated land more than three (3) feet from the property line or fence				$ 750.00	2	$ 1,500.00
For each round/laminated pole placed on non-tillable land				$ 200.00	0	$ -
Steel Structure with concrete foundation and pad				$ 2,000.00		$ -
Steel Structure with concrete foundation and new easement				$ 2,000.00	2	$ 4,000.00
Option 2	Length	Width	Acres	Market Value	Percentage	
Where single pole construction is used, compensation shall equal fifty (50%) percent of the fair market value of a strip of tillable land 50 feet wide multiplied by the length then converted to equivalent acres.			2.13	$ 6,000.62	85%	$ 10,864.12
Where double pole construction is used, compensation shall be computed in the same manner as single pole, only the width of the strip will be determined by the design of the line.			0		85%	$ -
For underground fiber or switches, effected areas will be measured, calculated, and converted to acres. Compensation will be based on fifty (50%) percent of fair market land value.			0		85%	$ -
For perpetual easement or purchases of land, the affected area will be measured, calculated, and converted to acres. Compensation will be based on 2.5 times the fair market land value.			0		250%	$ -
Overhang						
Where single pole construction is used, compensation shall equal fifty (50%) percent of the fair market value of a strip of tillable land 50 feet wide multiplied by the length then converted to equivalent acres.			0		50%	$ -
Anchors				Price	Quantity	
For each cluster of anchors in cultivated land within three feet from the property line or fence				$ 500.00	0	$ -
For each cluster of anchors in cultivated land more than three feet from the property line or fence				$ 750.00	0	$ -
For each cluster of anchors in non-tillable land				$ 200.00	0	$ -
					Total	$ 16,364.12

COMPENSATION CALCULATIONS				EASEMENT NO.		3
Option 1				Price	Quantity	Total
For each round/laminated pole placed in cultivated land within three (3) feet of the property line or fence				$ 500.00	0	$ -
For each round/laminated pole placed in cultivated land more than three (3) feet from the property line or fence				$ 750.00	1	$ 750.00
For each round/laminated pole placed on non-tillable land				$ 200.00	0	$ -
Steel Structure with concrete foundation and pad				$ 2,000.00	0	$ -
Steel Structure with concrete foundation and new easement				$ 2,000.00	0	$ -
Option 2	Length	Width	Acres	Market Value	Percentage	
Where single pole construction is used, compensation shall equal fifty (50%) percent of the fair market value of a strip of tillable land 50 feet wide multiplied by the length then converted to equivalent acres.	421	75	0.72	$ 6,000.62	85%	$ 3,697.18
Where double pole construction is used, compensation shall be computed in the same manner as single pole, only the width of the strip will be determined by the design of the line.			0		85%	$ -
For underground fiber or switches, effected areas will be measured, calculated, and converted to acres. Compensation will be based on fifty (50%) percent of fair market land value.			0		85%	$ -
For perpetual easement or purchases of land, the affected area will be measured, calculated, and converted to acres. Compensation will be based on 2.5 times the fair market land value.			0		250%	$ -
Overhang						
Where single pole construction is used, compensation shall equal fifty (50%) percent of the fair market value of a strip of tillable land 50 feet wide multiplied by the length then converted to equivalent acres.			0		50%	$ -
Anchors				Price	Quantity	
For each cluster of anchors in cultivated land within three feet from the property line or fence				$ 500.00	0	$ -
For each cluster of anchors in cultivated land more than three feet from the property line or fence				$ 750.00	0	$ -
For each cluster of anchors in non-tillable land				$ 200.00	0	$ -
					Total	$ 4,447.18

TRANSMISSION LINE EASEMENT
(With Survey Exhibit)

KNOW ALL MEN BY THESE PRESENTS: that City of Rochester, a Minnesota municipal corporation (the "**Grantor**"), is the owner of the land situated in the County of Olmsted, State of Minnesota described on Exhibit A attached hereto and designated thereon as "Grantor's Land" (the "**Grantor's Land**").

In consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor does hereby grant, warrant and convey unto **Southern Minnesota Municipal Power Agency**, a Minnesota municipal corporation and political subdivision of the State of Minnesota, its successors and assigns ("**SMMPA**"), the perpetual rights, privileges and easements hereinafter set forth, through, over, under and across (A) that part of the Grantor's Land described on Exhibit B attached hereto and designated thereon as the "Utility Easement 1"(the "**Easement Parcel**") and (B) including reasonable access to the Easement Parcel over adjacent portions of the Grantor's Land.

Grantor hereby grants, warrants, and conveys unto SMMPA the following perpetual rights, privileges and easements through, over, under and across the Easement Parcel:

1. The right to enter upon the Easement Parcel immediately upon execution hereof and at any time and from time to time thereafter for the purposes hereinafter set forth.

2. The right to construct, operate, repair, maintain, use, rebuild, relocate, add to, remove and replace, through, over, under and across the Easement Parcel and in or upon any streets, roads or highways which may be within the Easement Parcel, electric transmission lines, electric distribution lines and communication lines, with all towers, structures, poles, crossarms, cables, wires, guys, supports, counterpoises, transformers, splice boxes, conduits, and other fixtures and devices used or useful in the operation, maintenance and use of said lines (the "**Electric Facilities and Systems**").

3. The right to erect, at any time prior to the construction of the Electric Facilities and Systems, reasonable signs for the purpose of locating the boundaries of the Easement Parcel.

4. The right from time to time to reconstruct or relocate on the Easement Parcel the Electric Facilities and Systems with changed dimensions and to operate at increased or decreased voltages or to add additional Electric Facilities and Systems.

5. The right to permit the attachment and maintenance of wires of others to the Electric Facilities and Systems or to new structures constructed for such joint use; provided that any such permission shall be subject to Grantor's prior written consent, which consent shall be conditioned upon a revenue sharing agreement whereby any revenues derived from such attachment or use shall be shared equally between Grantor and SMMPA on a 50/50 basis.

Grantor also hereby grants, warrants and conveys unto SMMPA the following perpetual rights, privileges and easements through, over, under and across the Easement Parcel and, to the extent applicable, the portions of the Grantor's Land adjacent thereto:

1. The right of reasonable access to the Easement Parcel across the Grantor's Land adjacent thereto, said access to be designated by Grantor within a reasonable time upon request by SMMPA.

2. The right from time to time to enter upon the Grantor's Land to survey for and locate said lines.

3. The right from time to time to cut down, trim, control the growth of or eliminate by chemical spray or mechanical means, such trees, shrubbery, and other plant growth under or adjacent to the Electric Facilities and Systems, as it deems appropriate to properly operate and maintain the Electric Facilities and Systems located on the Easement Parcel and to eliminate present or future hazards thereto (collectively the "**Trimming Rights**").

SMMPA shall have the right to assign, transfer, apportion, divide, license, lease or otherwise set over the rights, privileges and easements herein granted (the "**Conveyance of Rights**"), subject to the prior written approval of Grantor, which approval shall not be unreasonable withheld, conditioned or delayed. Notwithstanding the foregoing, Grantor's consent shall not be required for any Conveyance of Rights from SMMPA to a Permitted Transferee. A "**Permitted Transferee**" shall mean (i) any entity controlling, controlled by, or under common control of, SMMPA, (ii) any successor entity, directly or indirectly, to SMMPA by merger, consolidation or reorganization, and (iii) any entity purchasing of all or substantially all of the assets, directly or indirectly, of SMMPA as a going concern. The term "entity" shall include any municipal corporation or political subdivision or any other public instrumentality or authority created to perform, own or control municipal utilities.

Grantor covenants with SMMPA, its successors and assigns, that Grantor is the owner of Grantor's Land and has the right to grant, sell and convey these rights and easements in the manner and for the purposes aforesaid, subject only to existing, recorded easements and rights-of-way for highways, roads,

railroads, pipelines, ditches, other electric transmission lines and telegraph and telephone lines heretofore granted and of record as of the date hereof.

Grantor reserves the right to cultivate, use and occupy said Easement Parcel so long as such use does not interfere with the exercise by SMMPA of the rights granted herein, except that Grantor shall not alter the existing ground elevation of the Easement Parcel by more than one (1) foot from its present elevation or erect any structures or other objects, permanent or temporary (hereinafter called "**Improvements**") on the Easement Parcel without the express written approval of SMMPA. No fences, gates, signs or other attachments of Grantor shall be attached to the Electric Facilities and Systems erected by SMMPA. If SMMPA shall approve erection of any Improvements, such Improvements shall not, and such approval shall not be construed to, authorize the erection of any Improvements which would impair the structural or electrical integrity of the Electric Facilities and Systems or any other lines attached thereto the structures or result in a ground or structure clearance of less than the minimum requirements specified by the National Electrical Safety Code as then in effect.

Grantor further agrees that Grantor will not perform any act which will interfere with or endanger the Electric Facilities and Systems and further, shall not plant any trees upon the Easement Parcel without prior express written approval from SMMPA.

SMMPA shall pay for all damages to landscaping, roads and driveways, fences, crops and fields caused by the construction or maintenance of said transmission lines other than damage caused by exercise of the Trimming Rights. In addition, SMMPA shall pay all future property taxes for Grantor's Land if and to the extent the Grantor's Land becomes subject to property tax due to the Improvements or SMMPA's use of the Easement Parcel; provided, however, if the Grantor's Land becomes subject to property tax due to any improvements or use of the Easement Parcel, consented to by Grantor and for which a revenue-sharing agreement is in effect, then SMMPA and Grantor shall each pay its prorate share of such property tax based on the percentage split of the revenue under the applicable revenue-sharing agreement.

This instrument shall be binding upon Grantor, its successors and assigns, and shall run with title to the Easement Parcel and the Grantor's Land.

It is mutually understood and agreed that this instrument covers all the agreements and stipulations between the parties and that no representation or statements, oral or written, have been made modifying, adding to or changing the terms hereof.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed as of the ____ day of _____, 2026.

City of Rochester

_____
Kim Norton, Mayor

STATE OF MINNESOTA)
) ss
COUNTY OF OLMSTED)

This instrument was acknowledged before me on this ____ day of _____, 2026, by Kim Norton, the Mayor of the City of Rochester, a Minnesota municipal corporation, on behalf of the municipal corporation.

_____
Notary Public

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed as of the ____ day of _____, 2026.

City of Rochester

_____
Ann Kasel, City Clerk

STATE OF MINNESOTA)
) ss
COUNTY OF OLMSTED)

This instrument was acknowledged before me on this ____ day of _____, 2026, by Ann Kasel, the City Clerk of the City of Rochester, a Minnesota municipal corporation, on behalf of the municipal corporation.

_____
Notary Public

This instrument was drafted by:
Southern Minnesota Municipal Power Agency
500 First Avenue SW
Rochester, MN 55902

EXHIBIT A
LEGAL DESCRIPTION OF GRANTOR'S LAND

That part of the Northeast Quarter of Section 36, and of the Northwest Quarter of the Southeast Quarter of Section 36, all in Township 107 North, Range 15 West, Olmsted County, Minnesota, described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 36; thence South 00 degrees 28 minutes 05 seconds East, assumed bearing, along the east line of said Northeast Quarter, 518.95 feet for a point of beginning; thence North 82 degrees 04 minutes 21 seconds West, 223.02 feet; thence South 47 degrees 48 minutes 29 seconds West, 112.82 feet; thence South 26 degrees 27 minutes 13 seconds West, 164.30 feet; thence South 61 degrees 04 minutes 44 seconds West, 152.56 feet; thence South 18 degrees 39 minutes 40 seconds West, 176.36 feet; thence South 35 degrees 02 minutes 48 seconds West, 290.07 feet; thence South 13 degrees 38 minutes 41 seconds East, 85.85 feet; thence South 39 degrees 08 minutes 21 seconds West, 306.26 feet; thence South 71 degrees 30 minutes 14 seconds West, 578.92 feet; thence South 59 degrees 27 minutes 03 seconds West, 375.97 feet; thence North 71 degrees 36 minutes 26 seconds West, 546.43 feet; thence South 12 degrees 02 minutes 08 seconds East, 315.80 feet; thence South 58 degrees 39 minutes 48 seconds West, 228.54 feet; thence South 08

degrees 19 minutes 22 seconds West, 543.95 feet; thence South 37 degrees 35 minutes 06 seconds East, 182.59 feet to the northwesterly right of way line of the Dakota, Minnesota, and Eastern Railroad (now Canadian Pacific Railroad); thence northeasterly 882.71 feet along said right of way line, not tangent to the last described course, along a curve, concave to the northwest, central angle of 15 degrees 24 minutes 07 seconds, radius of 3283.67 feet, and chord of said curve bears North 57 degrees 44 minutes 56 seconds East, 880.05 feet; thence North 50 degrees 02 minutes 53 seconds East, along said right of way line, 2158.52 feet to the east line of the Northeast Quarter of said Section 36; thence North 00 degrees 28 minutes 05 seconds West, along the east line of said Northeast Quarter, 448.70 feet to the point of beginning;

EXCEPT

That part of the Southwest Quarter of the Northeast Quarter of Section 36, Township 107 North, Range 15 West, Olmsted County, Minnesota, described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 36; thence South 00 degrees 28 minutes 08 seconds East, along the east line of said Northeast Quarter a distance of 518.95 feet; thence North 82 degrees 04 minutes 24 seconds West a distance of 223.02 feet; thence South 47 degrees 48 minutes 26 seconds West a distance of 112.82 feet; thence South 26 degrees 27 minutes 10 seconds West a distance of 164.30 feet; thence South 61 degrees 04 minutes 41 seconds West a distance of 152.56 feet; thence South 18 degrees 39 minutes 37 seconds West a distance of 176.36 feet; thence South 35 degrees 02 minutes 45 seconds West a distance of 290.07 feet; thence South 13 degrees 38 minutes 44 seconds East a distance of 85.85 feet; thence South 39 degrees 08 minutes 18 seconds West a distance of 306.26 feet; thence South 71 degrees 30 minutes 11 seconds West a distance of 578.92 feet; thence South 59 degrees 27 minutes 00 seconds West a distance of 375.97 feet to the POINT OF BEGINNING; thence

North 71 degrees 36 minutes 29 seconds West a distance of 546.43 feet; thence South 12 degrees 02 minutes 11 seconds East a distance of 315.80 feet; thence South 58 degrees 39 minutes 45 seconds West a distance of 228.54 feet; thence South 08 degrees 19 minutes 19 seconds West a distance of 140.56 feet to the intersection with a line which bears South 59 degrees 27 minutes 00 seconds West from the POINT OF BEGINNING; thence North 59 degrees 27 minutes 00 seconds East along said line a distance of 775.92 feet to the POINT OF BEGINNING.

AND EXCEPT

That part of the Northeast Quarter of the Northeast Quarter of Section 36, Township 107 North, Range 15 West, Olmsted County, Minnesota, described as follows:

Commencing at the northeast corner of Northeast Quarter of said Section 36; thence South 00 degrees 28 minutes 08 seconds East, along the east line of said Northeast Quarter a distance of 518.95 feet to the POINT OF BEGINNING; thence North 82 degrees 04 minutes 24 seconds West a distance of 223.02 feet; thence South 47 degrees 48 minutes 26 seconds West a distance of 112.82 feet; thence South 26 degrees 27 minutes 10 seconds West a distance of 99.78 feet; thence South 00 degrees 28 minutes 04 seconds East a distance of 27.64 feet; thence North 89 degrees 31 minutes 56 seconds East a distance of 350.01 feet to said east line; thence North 00 degrees 28 minutes 08 seconds West along said east line a distance of 159.14 feet to the POINT OF BEGINNING.

Subject to right-of-way easement for County Road No. 104. Being subject also to easements, restrictions and covenants of record, if any.

EXHIBIT B

EASEMENT PARCEL

[See Attached]

PREPARED BY: DGR ENGINEERING, 1302 S. UNION STREET, P.O. BOX 511, ROCK RAPIDS, IOWA 51246 712-472-2531

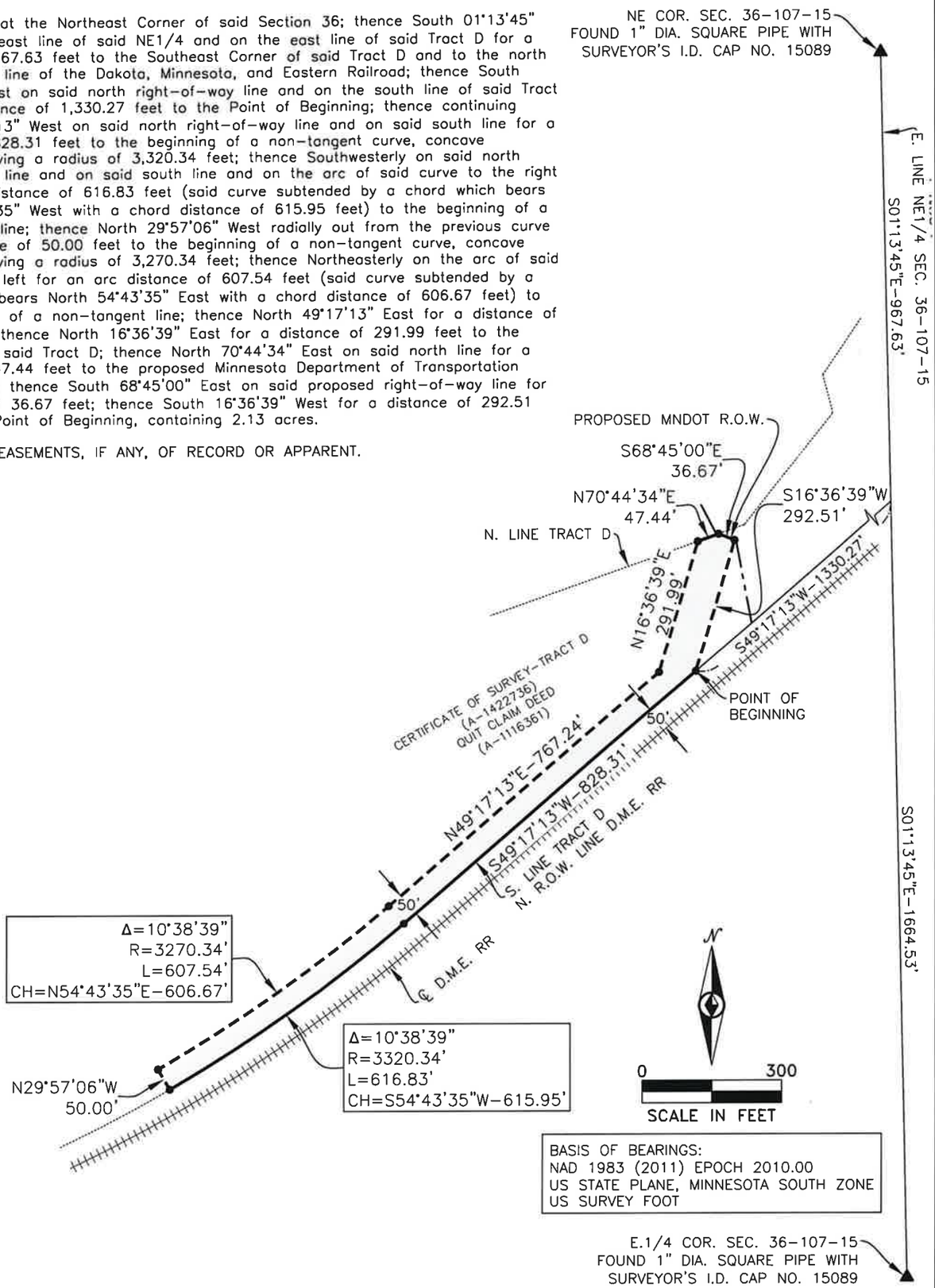
EASEMENT EXHIBIT B
PART OF THE NE1/4 SECTION 36-107-15
OLMSTED COUNTY, MINNESOTA

DESCRIPTION – UTILITY EASEMENT 1

That part of Tract D in the Northeast Quarter (NE1/4) of Section Thirty-six (36), Township 107 North, Range 15 West of the 5th P.M., Olmsted County, Minnesota, as shown on the Certificate of Survey recorded as Document Number A-1422736, described as follows:

Commencing at the Northeast Corner of said Section 36; thence South 01°13'45" East on the east line of said NE1/4 and on the east line of said Tract D for a distance of 967.63 feet to the Southeast Corner of said Tract D and to the north right-of-way line of the Dakota, Minnesota, and Eastern Railroad; thence South 49°17'13" West on said north right-of-way line and on the south line of said Tract D for a distance of 1,330.27 feet to the Point of Beginning; thence continuing South 49°17'13" West on said north right-of-way line and on said south line for a distance of 828.31 feet to the beginning of a non-tangent curve, concave Northwest having a radius of 3,320.34 feet; thence Southwesterly on said north right-of-way line and on said south line and on the arc of said curve to the right for an arc distance of 616.83 feet (said curve subtended by a chord which bears South 54°43'35" West with a chord distance of 615.95 feet) to the beginning of a non-tangent line; thence North 29°57'06" West radially out from the previous curve for a distance of 50.00 feet to the beginning of a non-tangent curve, concave Northwest having a radius of 3,270.34 feet; thence Northeasterly on the arc of said curve to the left for an arc distance of 607.54 feet (said curve subtended by a chord which bears North 54°43'35" East with a chord distance of 606.67 feet) to the beginning of a non-tangent line; thence North 49°17'13" East for a distance of 767.24 feet; thence North 16°36'39" East for a distance of 291.99 feet to the north line of said Tract D; thence North 70°44'34" East on said north line for a distance of 47.44 feet to the proposed Minnesota Department of Transportation right-of-way; thence South 68°45'00" East on said proposed right-of-way line for a distance of 36.67 feet; thence South 16°36'39" West for a distance of 292.51 feet to the Point of Beginning, containing 2.13 acres.

SUBJECT TO EASEMENTS, IF ANY, OF RECORD OR APPARENT.



BASIS OF BEARINGS:
NAD 1983 (2011) EPOCH 2010.00
US STATE PLANE, MINNESOTA SOUTH ZONE
US SURVEY FOOT

ADAM N. WIERSMA
LICENSED LAND SURVEYOR
51727
STATE OF MINNESOTA

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

By: Adam Wiersma 5-28-25
Adam N. Wiersma, L.S. License No. 51727 (Date)

My license renewal date is June 30, 2026

Sheets covered by this seal: THIS SHEET ONLY

LEGEND
▲ SECTION CORNER AS NOTED
● CALCULATED EASEMENT CORNER NO MONUMENT SET

DATE OF FIELD WORK-3-22-24
SURVEY REQUESTED BY: SETH KONECZNY-SMMPA

DGR ENGINEERING
Email dgr@dgr.com
Web dgr.com

Date:	5-28-25
Drawn By:	ANW
Reviewed:	TML
Approved:	ANW

PROJECT NO. 422659

DWG. # P:\04\226\59\422659CIVIL\DWG\422659 EASEMENT-CITY.DWG

TRANSMISSION LINE EASEMENT
(With Survey Exhibit)

KNOW ALL MEN BY THESE PRESENTS: that City of Rochester, a Minnesota municipal corporation (the "**Grantor**"), is the owner of the land situated in the County of Olmsted, State of Minnesota described on Exhibit A attached hereto and designated thereon as "Grantor's Land" (the "**Grantor's Land**").

In consideration of the sum of One Dollar ($1.00) and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Grantor does hereby grant, warrant and convey unto **Southern Minnesota Municipal Power Agency**, a Minnesota municipal corporation and political subdivision of the State of Minnesota, its successors and assigns ("**SMMPA**"), the perpetual rights, privileges and easements hereinafter set forth, through, over, under and across (A) that part of the Grantor's Land described on Exhibit B attached hereto and designated thereon as the "Utility Easement 2"(the "**Easement Parcel**") and (B) including reasonable access to the Easement Parcel over adjacent portions of the Grantor's Land.

Grantor hereby grants, warrants, and conveys unto SMMPA the following perpetual rights, privileges and easements through, over, under and across the Easement Parcel:

1. The right to enter upon the Easement Parcel immediately upon execution hereof and at any time and from time to time thereafter for the purposes hereinafter set forth.

2. The right to construct, operate, repair, maintain, use, rebuild, relocate, add to, remove and replace, through, over, under and across the Easement Parcel and in or upon any streets, roads or highways which may be within the Easement Parcel, electric transmission lines, electric distribution lines and communication lines, with all towers, structures, poles, crossarms, cables, wires, guys, supports, counterpoises, transformers, splice boxes, conduits, and other fixtures and devices used or useful in the operation, maintenance and use of said lines (the "**Electric Facilities and Systems**").

3. The right to erect, at any time prior to the construction of the Electric Facilities and Systems, reasonable signs for the purpose of locating the boundaries of the Easement Parcel.

4. The right from time to time to reconstruct or relocate on the Easement Parcel the Electric Facilities and Systems with changed dimensions and to operate at increased or decreased voltages or to add additional Electric Facilities and Systems.

5. The right to permit the attachment and maintenance of wires of others to the Electric Facilities and Systems or to new structures constructed for such joint use; provided that any such permission shall be subject to Grantor's prior written consent, which consent shall be conditioned upon a revenue sharing agreement whereby any revenues derived from such attachment or use shall be shared equally between Grantor and SMMPA on a 50/50 basis.

Grantor also hereby grants, warrants and conveys unto SMMPA the following perpetual rights, privileges and easements through, over, under and across the Easement Parcel and, to the extent applicable, the portions of the Grantor's Land adjacent thereto:

1. The right of reasonable access to the Easement Parcel across the Grantor's Land adjacent thereto, said access to be designated by Grantor within a reasonable time upon request by SMMPA.

2. The right from time to time to enter upon the Grantor's Land to survey for and locate said lines.

3. The right from time to time to cut down, trim, control the growth of or eliminate by chemical spray or mechanical means, such trees, shrubbery, and other plant growth under or adjacent to the Electric Facilities and Systems, as it deems appropriate to properly operate and maintain the Electric Facilities and Systems located on the Easement Parcel and to eliminate present or future hazards thereto (collectively the "**Trimming Rights**").

SMMPA shall have the right to assign, transfer, apportion, divide, license, lease or otherwise set over the rights, privileges and easements herein granted (the "**Conveyance of Rights**"), subject to the prior written approval of Grantor, which approval shall not be unreasonable withheld, conditioned or delayed. Notwithstanding the foregoing, Grantor's consent shall not be required for any Conveyance of Rights from SMMPA to a Permitted Transferee. A "**Permitted Transferee**" shall mean (i) any entity controlling, controlled by, or under common control of, SMMPA, (ii) any successor entity, directly or indirectly, to SMMPA by merger, consolidation or reorganization, and (iii) any entity purchasing of all or substantially all of the assets, directly or indirectly, of SMMPA as a going concern. The term "entity" shall include any municipal corporation or political subdivision or any other public instrumentality or authority created to perform, own or control municipal utilities.

Grantor covenants with SMMPA, its successors and assigns, that Grantor is the owner of Grantor's Land and has the right to grant, sell and convey these rights and easements in the manner and for the purposes aforesaid, subject only to existing, recorded easements and rights-of-way for highways, roads,

railroads, pipelines, ditches, other electric transmission lines and telegraph and telephone lines heretofore granted and of record as of the date hereof.

Grantor reserves the right to cultivate, use and occupy said Easement Parcel so long as such use does not interfere with the exercise by SMMPA of the rights granted herein, except that Grantor shall not alter the existing ground elevation of the Easement Parcel by more than one (1) foot from its present elevation or erect any structures or other objects, permanent or temporary (hereinafter called "**Improvements**") on the Easement Parcel without the express written approval of SMMPA. No fences, gates, signs or other attachments of Grantor shall be attached to the Electric Facilities and Systems erected by SMMPA. If SMMPA shall approve erection of any Improvements, such Improvements shall not, and such approval shall not be construed to, authorize the erection of any Improvements which would impair the structural or electrical integrity of the Electric Facilities and Systems or any other lines attached thereto the structures or result in a ground or structure clearance of less than the minimum requirements specified by the National Electrical Safety Code as then in effect.

Grantor further agrees that Grantor will not perform any act which will interfere with or endanger the Electric Facilities and Systems and further, shall not plant any trees upon the Easement Parcel without prior express written approval from SMMPA.

SMMPA shall pay for all damages to landscaping, roads and driveways, fences, crops and fields caused by the construction or maintenance of said transmission lines other than damage caused by exercise of the Trimming Rights. In addition, SMMPA shall pay all future property taxes for Grantor's Land if and to the extent the Grantor's Land becomes subject to property tax due to the Improvements or SMMPA's use of the Easement Parcel; provided, however, if the Grantor's Land becomes subject to property tax due to any improvements or use of the Easement Parcel, consented to by Grantor and for which a revenue-sharing agreement is in effect, then SMMPA and Grantor shall each pay its prorate share of such property tax based on the percentage split of the revenue under the applicable revenue-sharing agreement.

This instrument shall be binding upon Grantor, its successors and assigns, and shall run with title to the Easement Parcel and the Grantor's Land.

It is mutually understood and agreed that this instrument covers all the agreements and stipulations between the parties and that no representation or statements, oral or written, have been made modifying, adding to or changing the terms hereof.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed as of the ____ day of _____, 2026.

City of Rochester

_____
Kim Norton, Mayor

STATE OF MINNESOTA)
) ss
COUNTY OF OLMSTED)

This instrument was acknowledged before me on this ____ day of _____, 2026, by Kim Norton, the Mayor of the City of Rochester, a Minnesota municipal corporation, on behalf of the municipal corporation.

_____
Notary Public

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed as of the ____ day of _____, 2026.

City of Rochester

_____
Ann Kasel, City Clerk

STATE OF MINNESOTA)
) ss
COUNTY OF OLMSTED)

This instrument was acknowledged before me on this ____ day of _____, 2026, by Ann Kasel, the City Clerk of the City of Rochester, a Minnesota municipal corporation, on behalf of the municipal corporation.

_____
Notary Public

This instrument was drafted by:
Southern Minnesota Municipal Power Agency
500 First Avenue SW
Rochester, MN 55902

EXHIBIT A
LEGAL DESCRIPTION OF GRANTOR'S LAND

That part of the Northeast Quarter of Section 36, and of the Northwest Quarter of the Southeast Quarter of Section 36, all in Township 107 North, Range 15 West, Olmsted County, Minnesota, described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 36; thence South 00 degrees 28 minutes 05 seconds East, assumed bearing, along the east line of said Northeast Quarter, 518.95 feet for a point of beginning; thence North 82 degrees 04 minutes 21 seconds West, 223.02 feet; thence South 47 degrees 48 minutes 29 seconds West, 112.82 feet; thence South 26 degrees 27 minutes 13 seconds West, 164.30 feet; thence South 61 degrees 04 minutes 44 seconds West, 152.56 feet; thence South 18 degrees 39 minutes 40 seconds West, 176.36 feet; thence South 35 degrees 02 minutes 48 seconds West, 290.07 feet; thence South 13 degrees 38 minutes 41 seconds East, 85.85 feet; thence South 39 degrees 08 minutes 21 seconds West, 306.26 feet; thence South 71 degrees 30 minutes 14 seconds West, 578.92 feet; thence South 59 degrees 27 minutes 03 seconds West, 375.97 feet; thence North 71 degrees 36 minutes 26 seconds West, 546.43 feet; thence South 12 degrees 02 minutes 08 seconds East, 315.80 feet; thence South 58 degrees 39 minutes 48 seconds West, 228.54 feet; thence South 08

degrees 19 minutes 22 seconds West, 543.95 feet; thence South 37 degrees 35 minutes 06 seconds East, 182.59 feet to the northwesterly right of way line of the Dakota, Minnesota, and Eastern Railroad (now Canadian Pacific Railroad); thence northeasterly 882.71 feet along said right of way line, not tangent to the last described course, along a curve, concave to the northwest, central angle of 15 degrees 24 minutes 07 seconds, radius of 3283.67 feet, and chord of said curve bears North 57 degrees 44 minutes 56 seconds East, 880.05 feet; thence North 50 degrees 02 minutes 53 seconds East, along said right of way line, 2158.52 feet to the east line of the Northeast Quarter of said Section 36; thence North 00 degrees 28 minutes 05 seconds West, along the east line of said Northeast Quarter, 448.70 feet to the point of beginning;

EXCEPT

That part of the Southwest Quarter of the Northeast Quarter of Section 36, Township 107 North, Range 15 West, Olmsted County, Minnesota, described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 36; thence South 00 degrees 28 minutes 08 seconds East, along the east line of said Northeast Quarter a distance of 518.95 feet; thence North 82 degrees 04 minutes 24 seconds West a distance of 223.02 feet; thence South 47 degrees 48 minutes 26 seconds West a distance of 112.82 feet; thence South 26 degrees 27 minutes 10 seconds West a distance of 164.30 feet; thence South 61 degrees 04 minutes 41 seconds West a distance of 152.56 feet; thence South 18 degrees 39 minutes 37 seconds West a distance of 176.36 feet; thence South 35 degrees 02 minutes 45 seconds West a distance of 290.07 feet; thence South 13 degrees 38 minutes 44 seconds East a distance of 85.85 feet; thence South 39 degrees 08 minutes 18 seconds West a distance of 306.26 feet; thence South 71 degrees 30 minutes 11 seconds West a distance of 578.92 feet; thence South 59 degrees 27 minutes 00 seconds West a distance of 375.97 feet to the POINT OF BEGINNING; thence

North 71 degrees 36 minutes 29 seconds West a distance of 546.43 feet; thence South 12 degrees 02 minutes 11 seconds East a distance of 315.80 feet; thence South 58 degrees 39 minutes 45 seconds West a distance of 228.54 feet; thence South 08 degrees 19 minutes 19 seconds West a distance of 140.56 feet to the intersection with a line which bears South 59 degrees 27 minutes 00 seconds West from the POINT OF BEGINNING; thence North 59 degrees 27 minutes 00 seconds East along said line a distance of 775.92 feet to the POINT OF BEGINNING.

AND EXCEPT

That part of the Northeast Quarter of the Northeast Quarter of Section 36, Township 107 North, Range 15 West, Olmsted County, Minnesota, described as follows:

Commencing at the northeast corner of Northeast Quarter of said Section 36; thence South 00 degrees 28 minutes 08 seconds East, along the east line of said Northeast Quarter a distance of 518.95 feet to the POINT OF BEGINNING; thence North 82 degrees 04 minutes 24 seconds West a distance of 223.02 feet; thence South 47 degrees 48 minutes 26 seconds West a distance of 112.82 feet; thence South 26 degrees 27 minutes 10 seconds West a distance of 99.78 feet; thence South 00 degrees 28 minutes 04 seconds East a distance of 27.64 feet; thence North 89 degrees 31 minutes 56 seconds East a distance of 350.01 feet to said east line; thence North 00 degrees 28 minutes 08 seconds West along said east line a distance of 159.14 feet to the POINT OF BEGINNING.

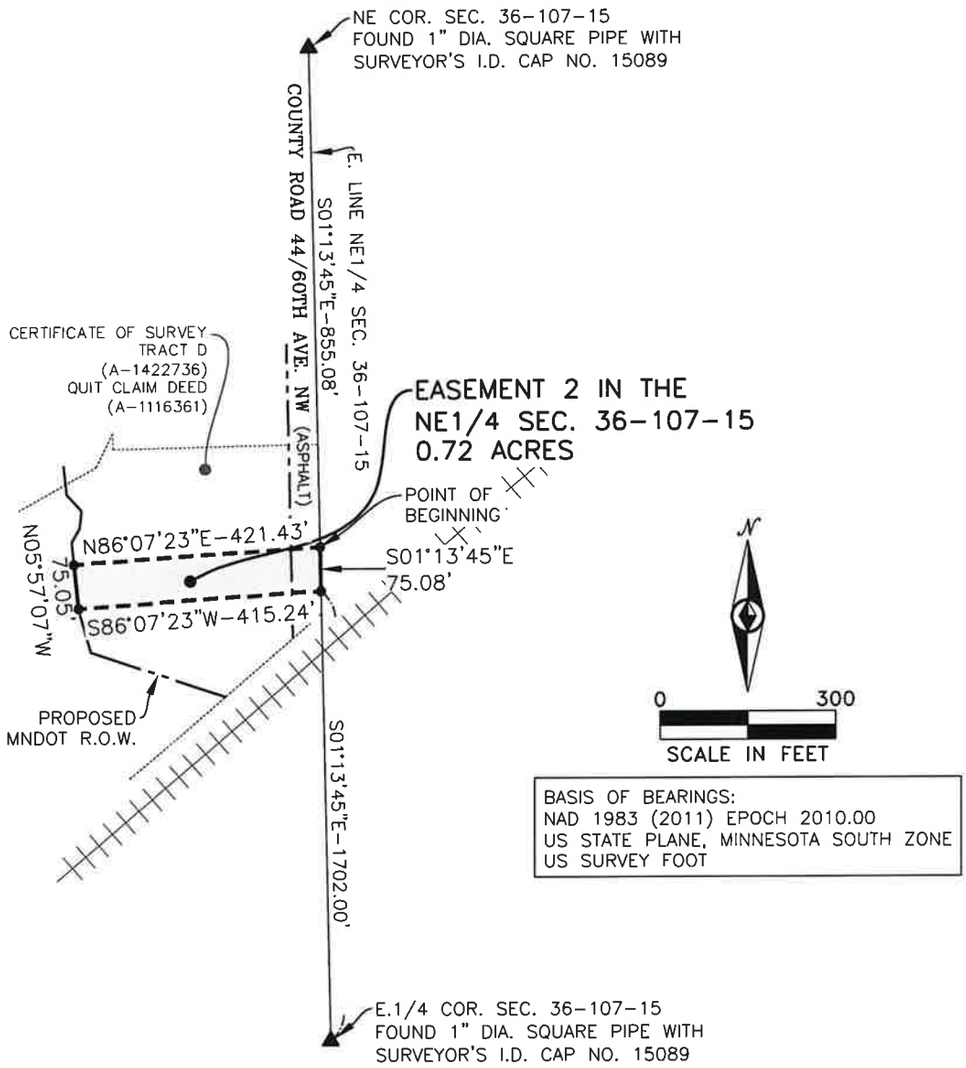
Subject to right-of-way easement for County Road No. 104. Being subject also to easements, restrictions and covenants of record, if any.

EXHIBIT B

EASEMENT PARCEL

[See Attached]

EASEMENT EXHIBIT B
PART OF THE NE1/4 SECTION 36-107-15
OLMSTED COUNTY, MINNESOTA



DESCRIPTION – UTILITY EASEMENT 2

That part of Tract D in the Northeast Quarter (NE1/4) of Section Thirty-six (36), Township 107 North, Range 15 West of the 5th P.M., Olmsted County, Minnesota, as shown on the Certificate of Survey recorded as Document Number A-1422736, described as follows:

Commencing at the Northeast Corner of said Section 36; thence South 01°13'45" East on the east line of said NE1/4 and on the east line of said Tract D for a distance of 855.08 feet to the Point of Beginning; thence continuing South 01°13'45" East on said east lines for a distance of 75.08 feet; thence South 86°07'23" West for a distance of 415.24 feet to the proposed Minnesota Department of Transportation right-of-way; thence North 05°57'07" West on said proposed right-of-way line for a distance of 75.05 feet; thence North 86°07'23" East for a distance of 421.43 feet to the Point of Beginning, containing 0.72 acres.

SUBJECT TO EASEMENTS, IF ANY, OF RECORD OR APPARENT.

ADAM N. WIERSMA
LICENSED LAND SURVEYOR
51727
STATE OF MINNESOTA

I hereby certify that this survey, plan, or report was prepared by me or under my direct supervision and that I am a duly Licensed Land Surveyor under the laws of the State of Minnesota.

By: Adam Wiersma 5-28-25
Adam N. Wiersma, L.S. License No. 51727 (Date)

My license renewal date is June 30, 2026

Sheets covered by this seal: THIS SHEET ONLY

LEGEND
▲ SECTION CORNER AS NOTED
● CALCULATED EASEMENT CORNER NO MONUMENT SET

DATE OF FIELD WORK-3-22-24
SURVEY REQUESTED BY: SETH KONECZNY-SMMPA

DGR ENGINEERING	Email dgr@dgr.com Web dgr.com	Date: 5-28-25 Drawn By: ANW Reviewed: TML Approved: ANW	PROJECT NO. 422659 DWG. # P:\04\226\59\422659CIVIL\DWG\422659 EASEMENT-CITY.DWG

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

Rochester Public Transit - Spring Service Changes

MEETING DATE:
March 2, 2026

ORIGINATING DEPT:
Transit & Parking Services

AGENDA SECTION:
Reports and Recommendations

PRESENTER:
Rachel Fautsch

Action Requested:

Reviewing the proposed Spring service changes for Rochester Public Transit. No Council action is requested.

Report Narrative:

Rochester Public Transit (RPT) conducts biannual service adjustments to improve system performance, respond to ridership trends, and align service delivery. The proposed changes prioritize frequent, bi-directional service on corridors with demonstrated demand and growth potential. Increasing frequency is a key ridership driver and improves system reliability, convenience, and competitiveness. While select low-productivity segments are removed, the overall strategy reallocates service to corridors where frequency improvements can generate stronger ridership returns and support long-term system sustainability. The service change process has been guided by the Federal Transit Administration's requirement for robust community engagement. To that end, the transit team has conducted a pre-service change proposal online survey, two virtual open houses, and two in-person public meetings, and a final survey after the public engagement. RPT teammates also took phone calls and emails from the public regarding these changes.

The Spring 2026 service modifications include:

- Two enhanced frequency corridors operating every 20 minutes all day
- Transition of select routes from loop service to bi-directional service (Routes 306, 307, combined 409/418, combined 101/206)
- Discontinuation of Routes 505, 418 (combined with 409), 412 (combined with 411), and 102 (combined with 116)
- Realignment of Routes 411 and 413
- Modifications to service span on weekends
- 69 stops removed; 75 new stops added

Systemwide Impact

- 11% increase in residents with access to service every 20 minutes or better
- 21% increase in jobs with access to service every 20 minutes or better
- Reduction in number of routes from 26 to 21, with continued service to 99% of existing riders

These updates are being planned for implementation on April 26. The transit team will continue to monitor ridership patterns and community needs, and any recommended adjustments will be brought

back to the Council for consideration.

Priorities & Foundational Principles:
Fiscal Responsibility & Sustainability
Quality Services

Policy Considerations & DEI Impact:
The proposed service changes support the goals of fiscal responsibility, sustainability, and responsiveness to community needs. By aligning service levels with demonstrated ridership demand, RPT ensures that limited resources are allocated where they provide the greatest benefit to riders. Transit plays a critical role in advancing equity by providing mobility for residents who may not have access to a personal vehicle. While some stops are being discontinued due to very low ridership and high costs, the majority of affected stops remain within walking distance of other service, ensuring that geographic access is largely preserved. Frequency is being increased to multiple routes to enhance the user experience and create a reliability expectation for public transit.

Prior Legislative Actions & Community Engagement:
January 12, 2026: Council Study Session
February 9, 2026: Virtual Information Session, noon
February 9, 2026: Virtual Information Session, 7:00 p.m.
February 10, 2026: In-person Information Session, 125 Live
February 11, 2026: In-person Information Session, Sunset Terrace Elementary School

Fiscal & Resource Impact:
The Spring 2026 service changes are not designed to reduce operating costs. Increasing frequency is a strategic ridership growth initiative and requires additional operating investment through expanded service hours and staffing. Moving corridors from 30-minute to 20-minute service improves wait times, reliability, and overall system competitiveness. While select low-productivity segments are discontinued, those service hours are reallocated and, in some cases, expanded, to strengthen high-demand corridors and introduce new peak express service. Reducing frequency to offset costs would undermine ridership growth efforts and weaken overall system performance. These changes reflect a policy decision to prioritize service quality and long-term ridership growth over cost reduction.

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

Prepared By:
Rachel Fautsch

Attachments:
Presentation - Spring Service Changes


ROCHESTER
PUBLIC TRANSIT
Proposed
Spring Service Changes
2026

Intentions of the Spring Service Changes

Increase ↑

- Frequency
- Boardings
- Service reliability
- Collaborations
- Revenue

Community Engagement

Pre-survey, on-board and virtual

Virtual information sessions

February 9, noon to 1 p.m. | February 9, 7 p.m. to 8 p.m.

In-person information sessions

February 10, 7 p.m. to 8 p.m. | February 11, 7 p.m. to 8 p.m.

Post-information session survey/email

Current Service and Performance

26 current routes

System Frequency

- 101, 203, 206, 412 operate every 30 minutes all day
- 102, 307 every 60 minutes all day
- 116, 204, 205, 408, 409, 411, 413 operate 30 mins peak/60 mins off-peak.
- 314, 418, 419 peak only service

Current Service and Performance

System Performance

- MET Council suggests 15 riders per hour for core bus service
- None of RPT's routes meet this standard
- Average rides per hour for RPT = 8
- Under performing routes

  102, 116, 203, 306, 314, 412, 418, 505, 21, 22, 23, 24, 25

Spring Service and Performance

Implementation end of April 2026

21 routes - reduction of 69 stops, adding 75

- 101 combined with 206, now 120, every 20 min, bi-directional
- 116 (combined with 102), still 116
- 306 & 307 loop to bi-directional
- 418 (combined with 409), now 410, now every 20 min, bi-directional
- 411 (combined with 412), still 411
- Realignment of Routes 411 and 413
- Discontinuation of Routes 505 – Still serviced by 8 routes
- Reduction of weekend hours

Spring Service and Performance

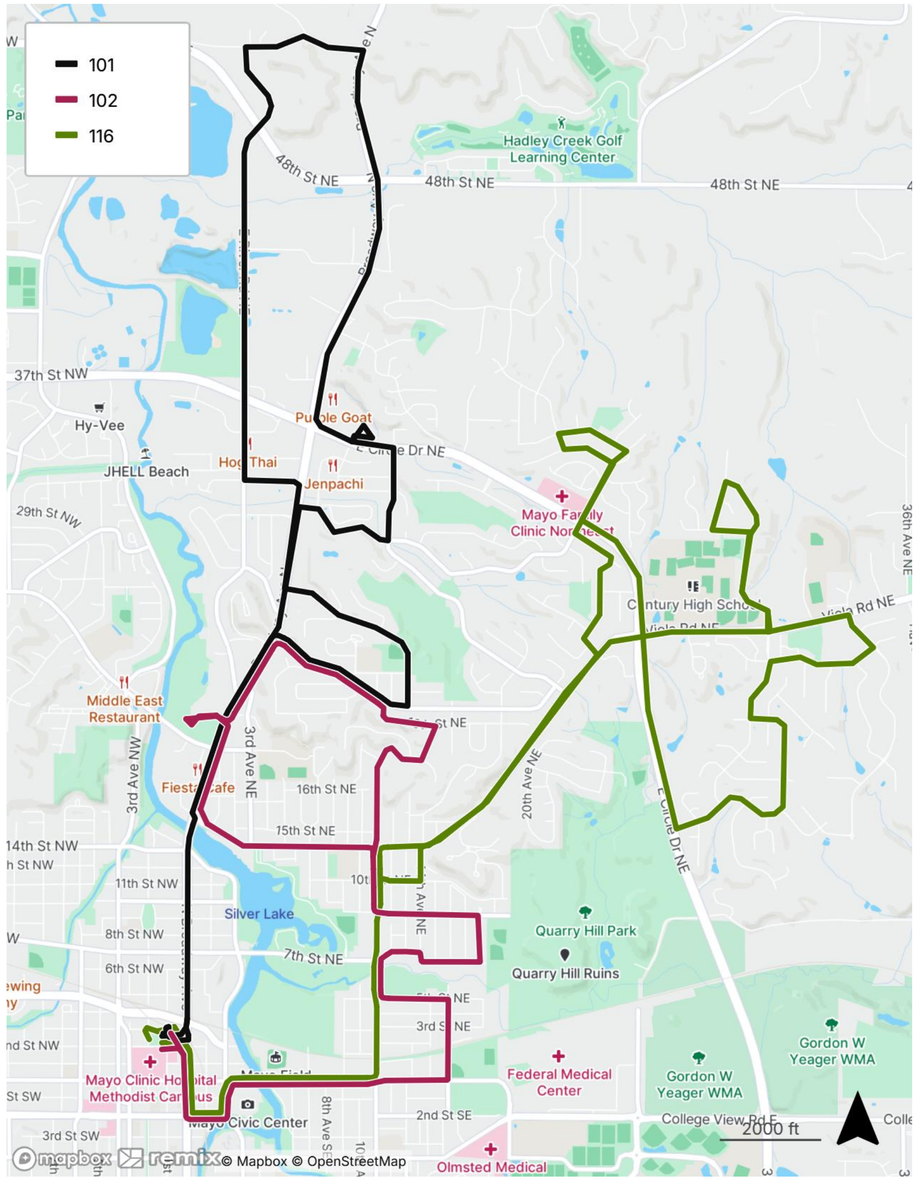
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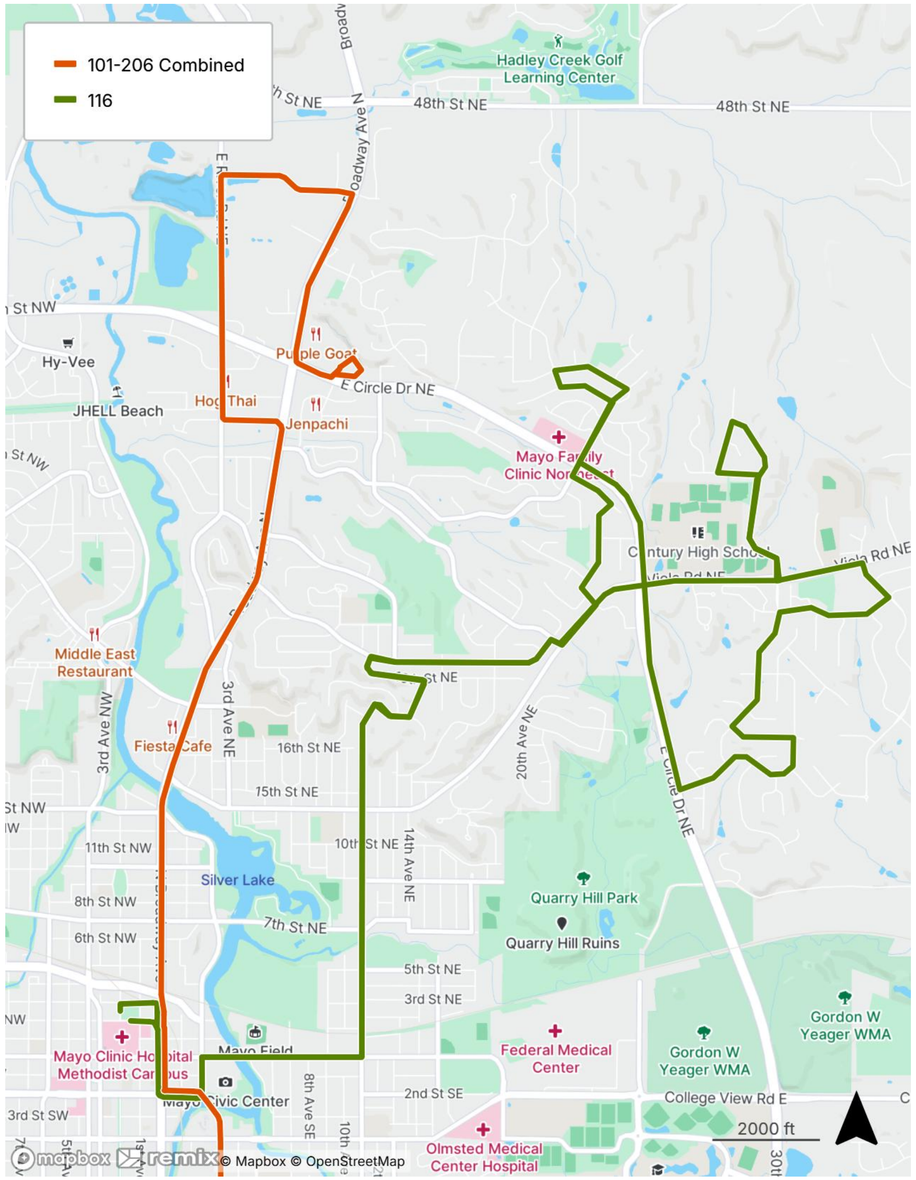
- 101 combined with 206, now 120, every 20 min, bi-directional
- 116 (combined with 102), still 116
- 306 & 307 loop to bi-directional
- 418 (combined with 409), now 410, now every 20 min, bi-directional
- 411 (combined with 412), still 411
- Realignment of Routes 411 and 413
- Discontinuation of Routes 505 – Still serviced by 8 routes
- Reduction of weekend hours

Northeast Region

- Routes 101 and 206 combined into new bi-directional (120), 20 minute frequency
- 102 combined with 116 (still 116)



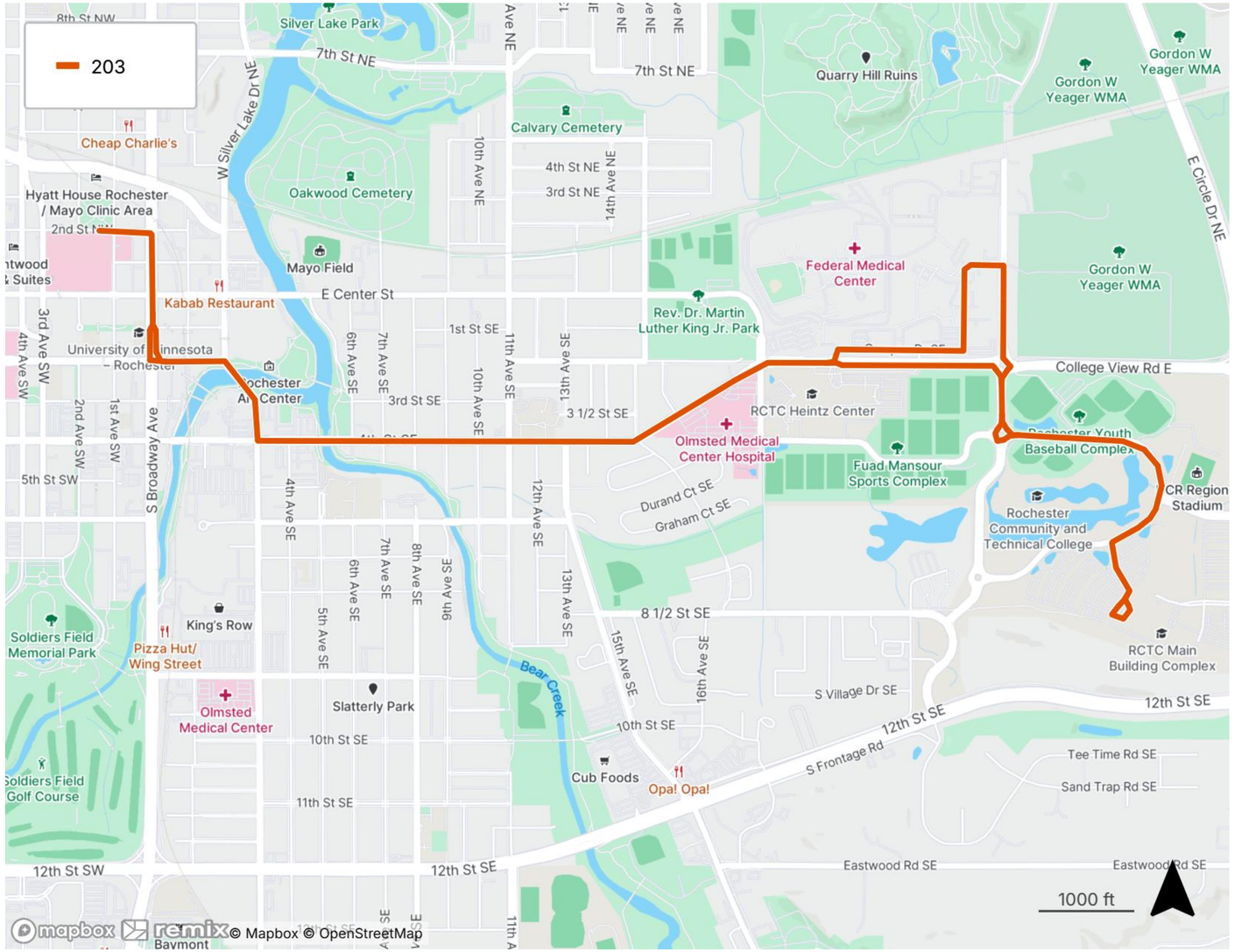
Current Service



Proposed Service

Southeast Region

- Off-peak service on route 203 reduced from every 30 minutes to every 60 minutes.
- Peak service remains every 30 mins.
- Route alignment stays the same.



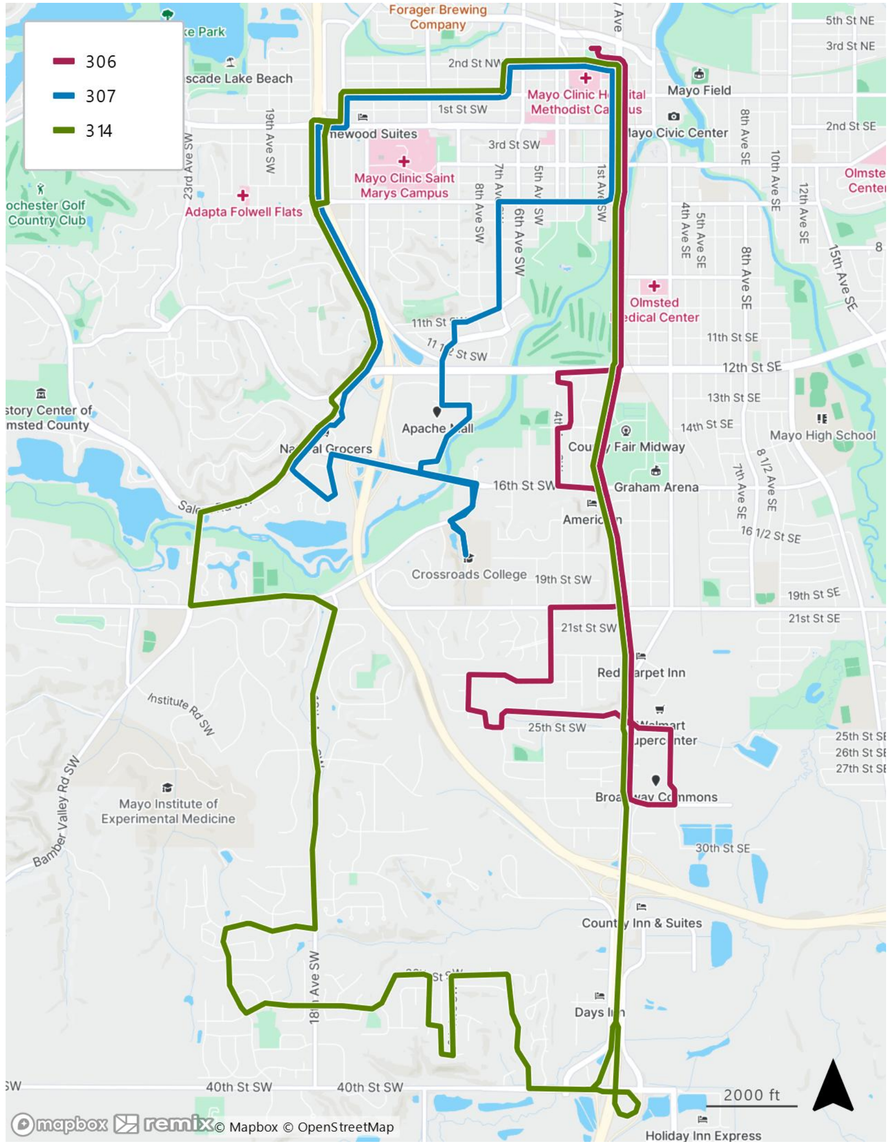
Southwest Region

Route 306

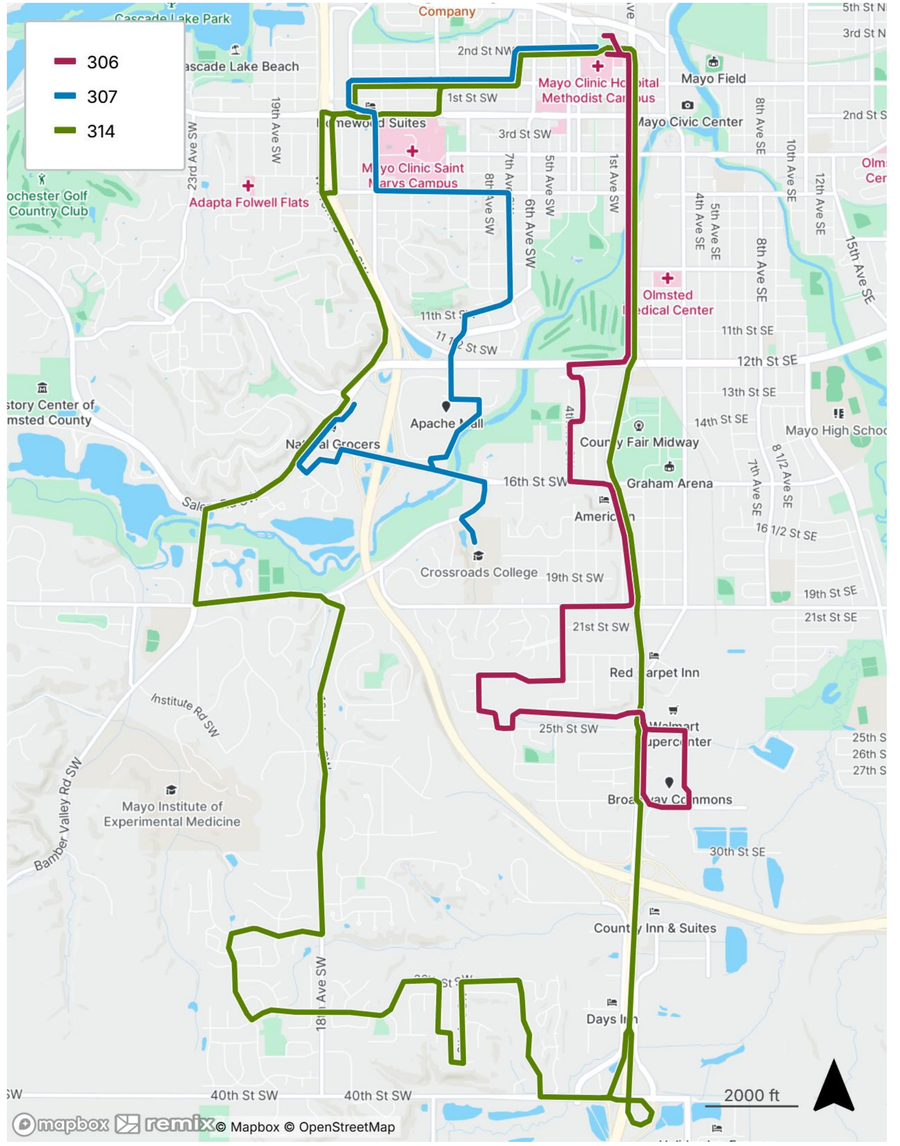
- Provides direct access and connects residents to Crossroads Plaza and Walmart South. Now bi-directional.

Route 307

- Connects downtown and residents along 7th Ave SW and 6th St SW directly to Apache Mall and TJ Maxx Plaza. Now bi-directional.



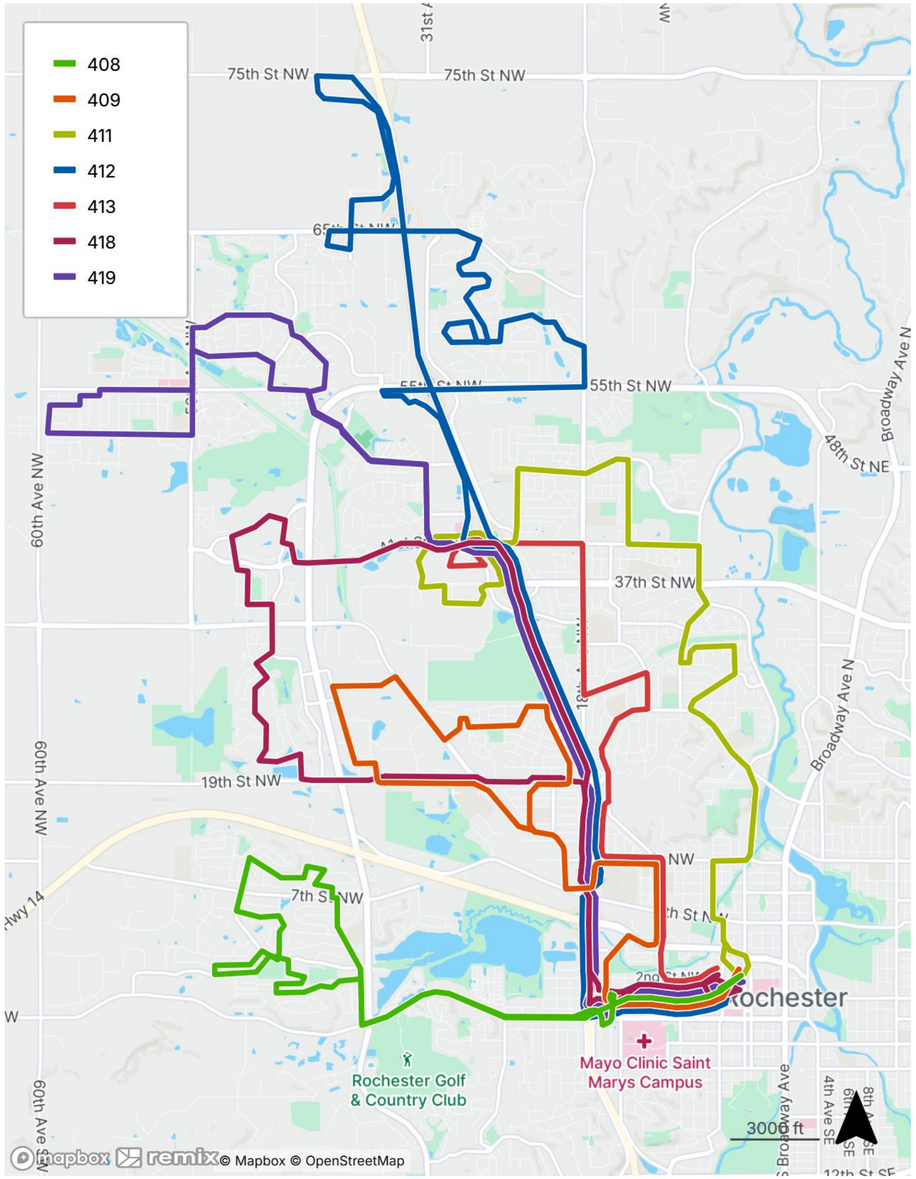
Current Service



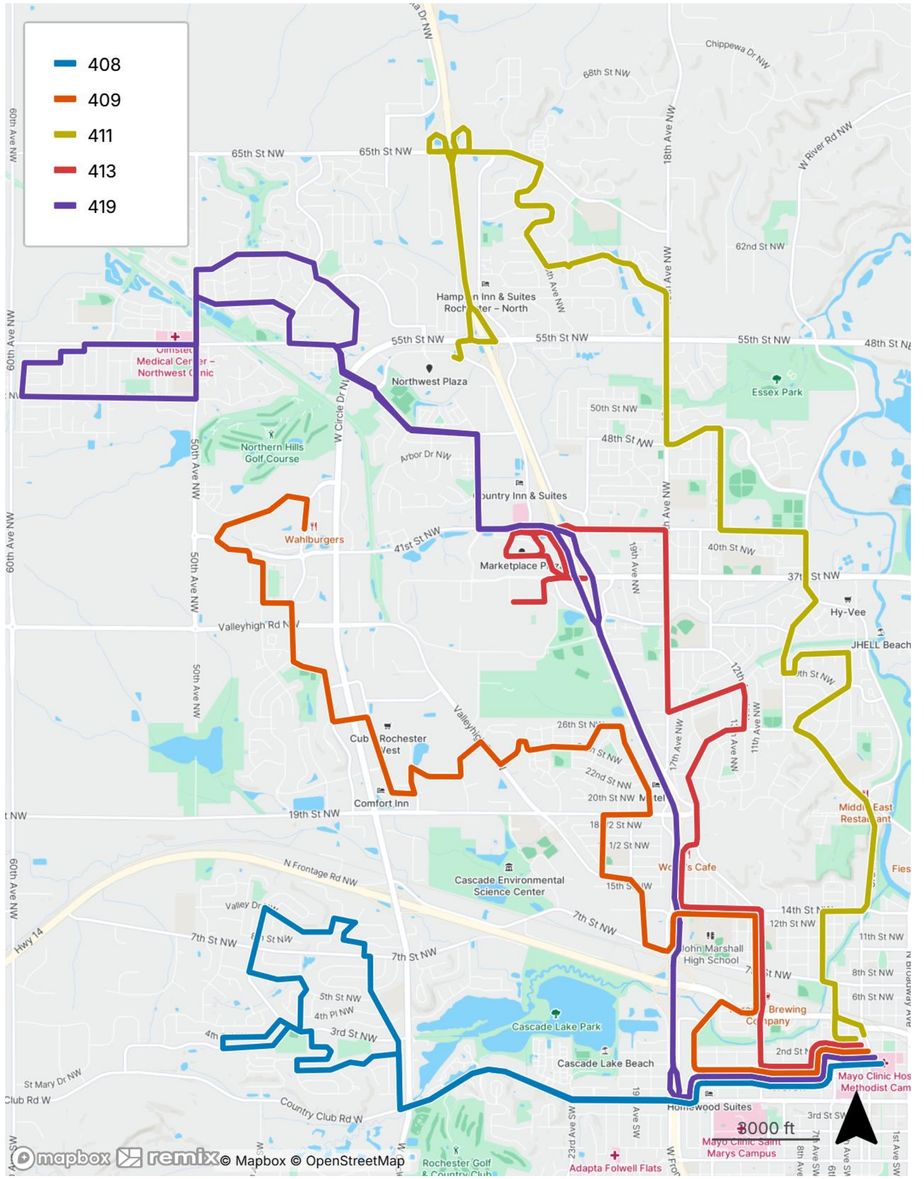
Proposed Service

Northwest Region

- Route 409 and 418 combined and frequency enhanced from every 30 minutes to every 20 minutes
- Bidirectional service to and from Hy-Vee.
- Route 411 realigned to provide all day service to Walmart north, Boulder Ridge Dr & Bandel Dr NW
- Route 413 realigned to serve IBM during peak



Current Service

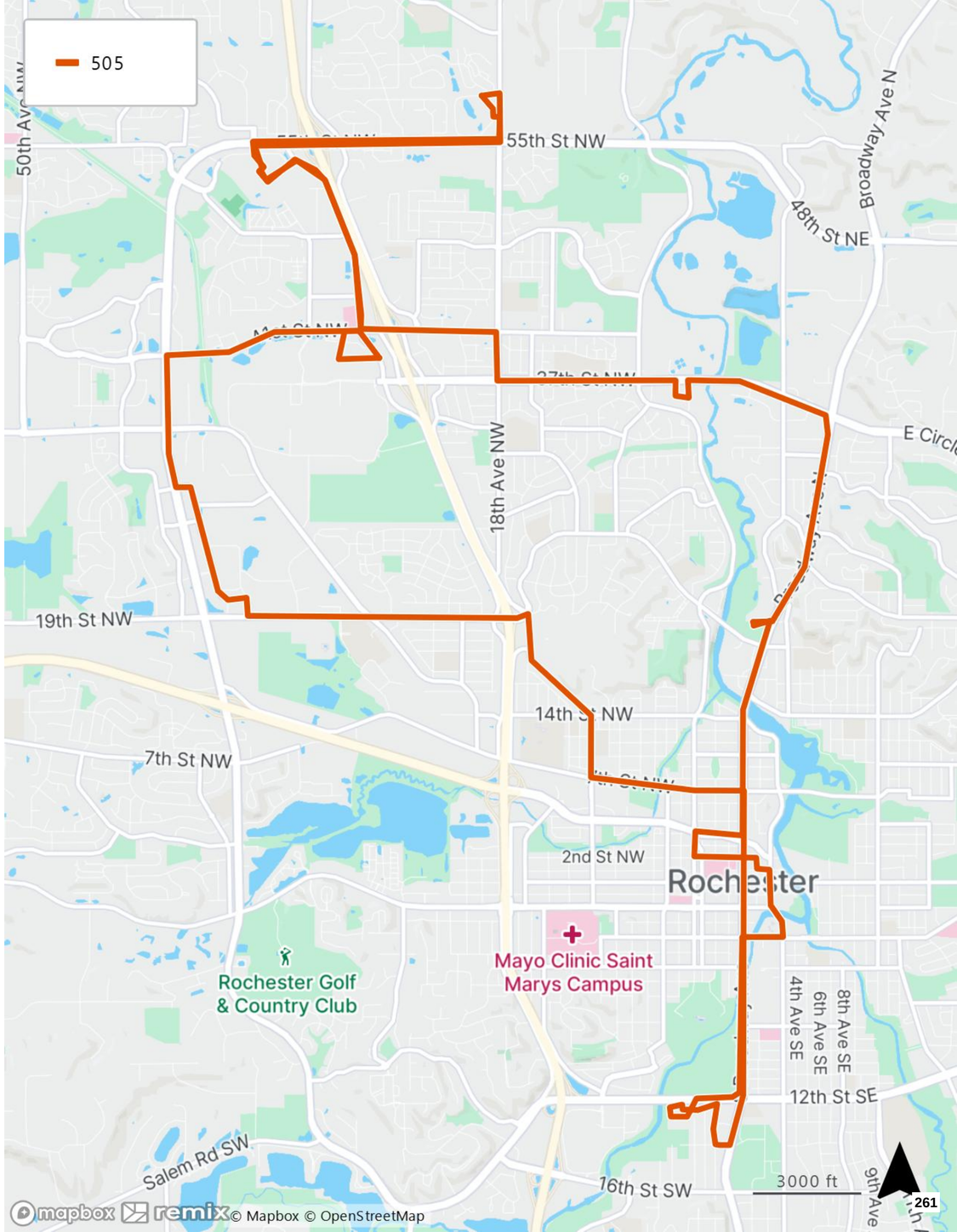


Proposed Service

Discontinue Route 505

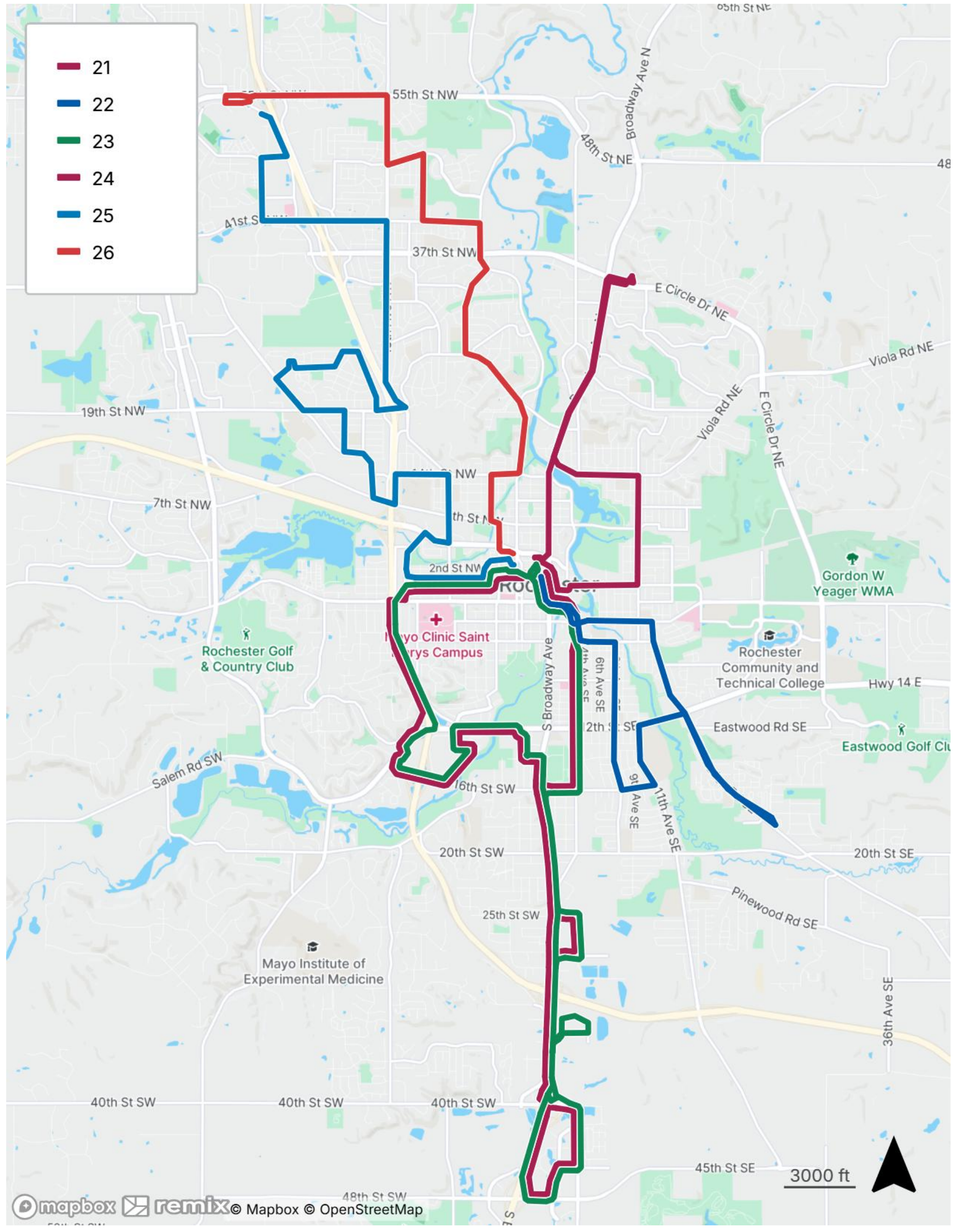
- Shopper route operating on Tuesday and Fridays

- The following weekday routes serve current stops route 505:
  101, 203, 204, 205, 306, 409, 419, 411



Weekend Service Modifications

- Reduce service span on weekends to from 6 a.m. to 7 p.m. to **7 a.m. to 5 p.m.**
- Routes and frequency stays the same

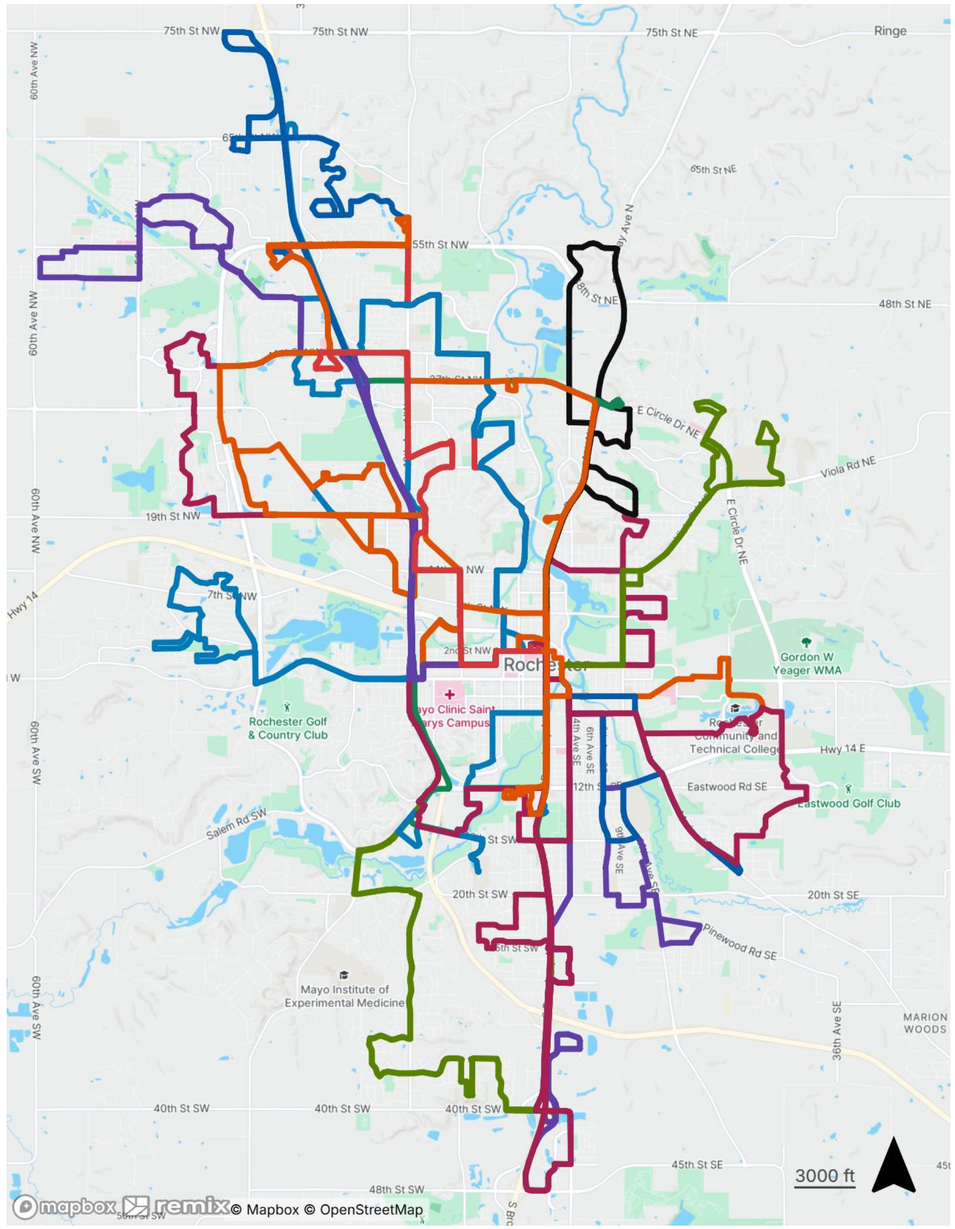


Key Outcomes

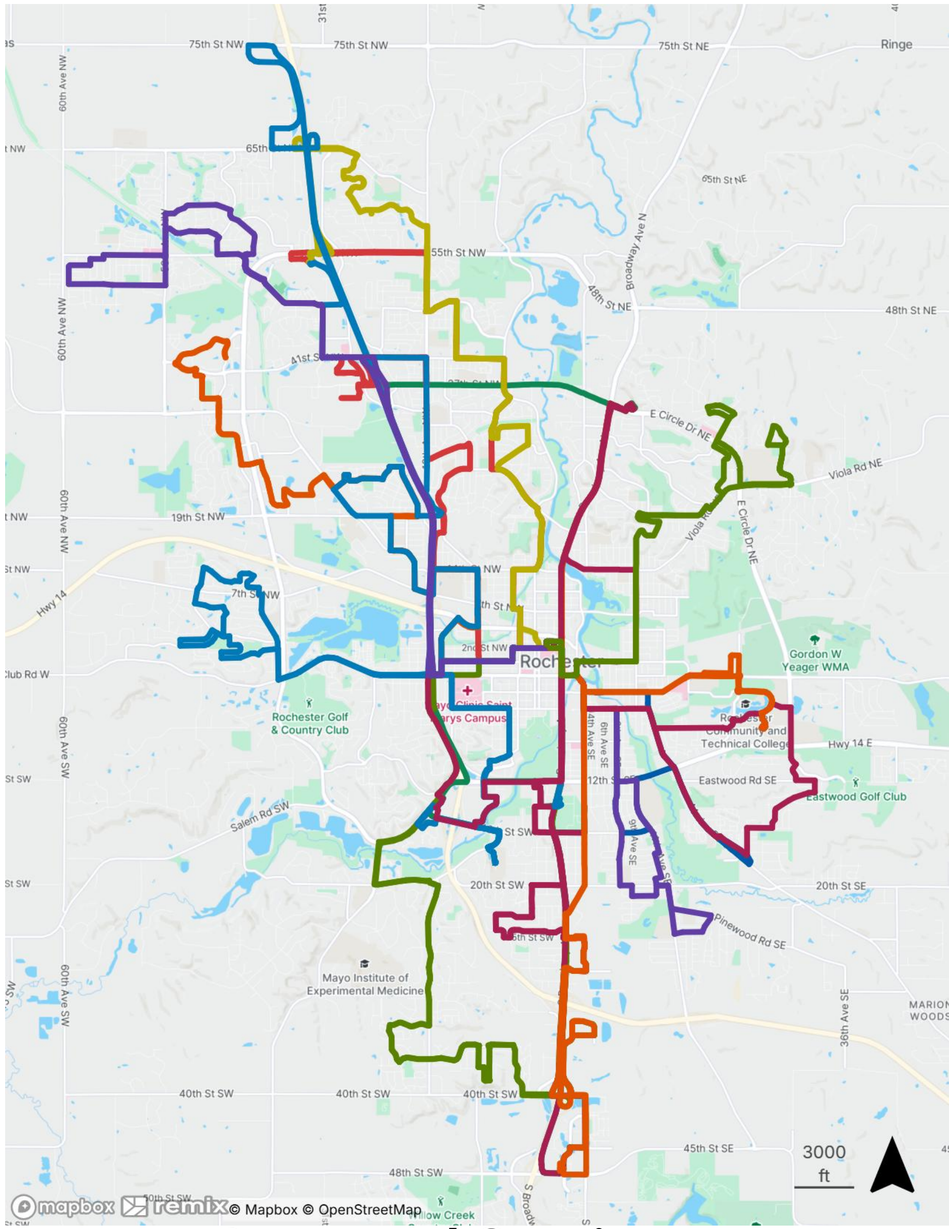
Significant coverage of existing ridership

- 99% of existing boardings would be within ¼ mile of service

- 26 stops fall outside ¼ mile of service (about 11 boardings on an average weekday)



Current Service

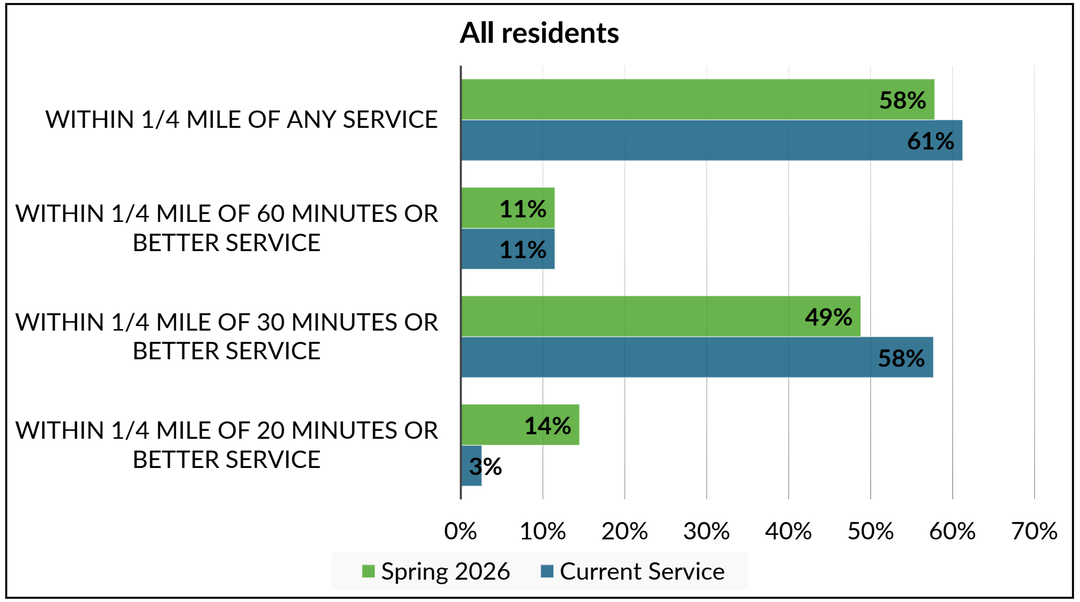


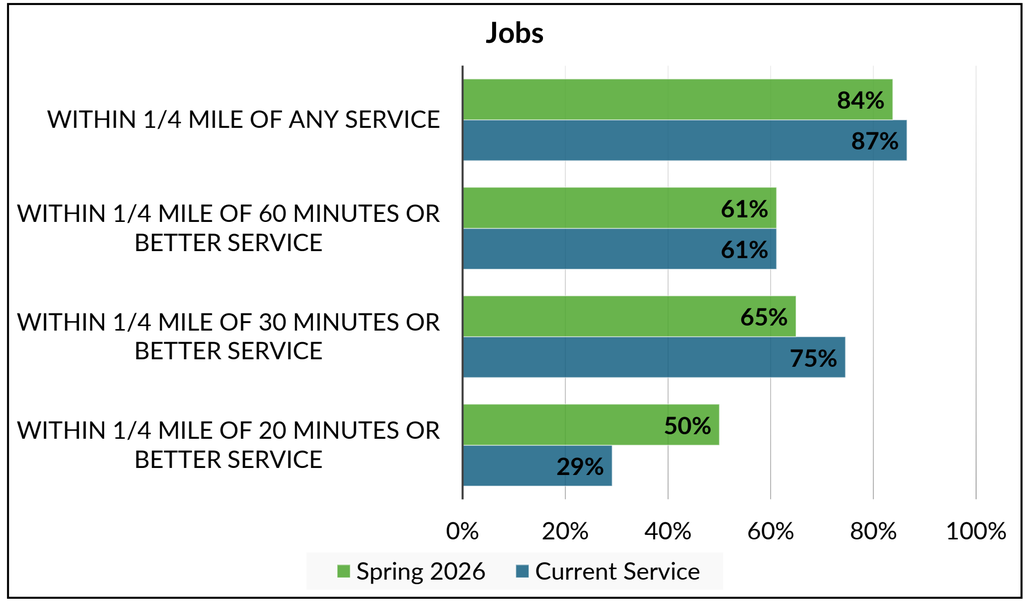
Proposed Service

Key Outcomes

Increased proximity to frequent service

- 11% more residents in Rochester have access to service every 20 minutes or better.
- 21% more jobs in Rochester have access to service every 20 minutes or better.





CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Reimagining 6th Avenue West from Civic Center Dr to 2nd St SW - Project Number J8908

MEETING DATE:
March 2, 2026

ORIGINATING DEPT:
City Administration

AGENDA SECTION:
Reports and Recommendations

PRESENTER:
Mike Collins & Steve Sampson Brown

Action Requested:

Adopting the corridor concept plan on 6th Avenue West from Civic Center Dr to 2nd St SW and authorizing the preparation of final design plans and bid documents for the reconstruction of 6th Avenue West from Civic Center Drive to W. Center Street - Project Number J8908

Report Narrative:

Downtown Rochester is experiencing a transformative period in the city's history. The Bold Forward Unbound in Rochester (BFUiR) project is transforming how pedestrians, cyclists, transit users, and vehicles move through and to downtown Rochester. To make way for the new BFUiR developments, the City Council approved the vacation of 3rd and 4th Avenues between W. Center St. and 2nd St SW. These street vacations and associated BFUiR site development projects have highlighted the importance of 6th Avenue West becoming a key pedestrian focused connector. The future role of 6th Avenue W is to serve as a critical multi-modal corridor and a connecting street linking neighborhoods to the north, west, and south to the downtown core and the new Link Bus Rapid Transit station at 6th Avenue W and 2nd Street SW.

This project seeks to address the opportunity to reimagine Sixth Avenue West in its post construction state – as a pedestrian focused, key mobility connector. City staff have been working with our consultants at Toole Design of Minneapolis, MN (Toole) to develop conceptual design alternatives for this corridor. City staff and Toole have hosted a series of public engagement events to ensure that the future of this corridor is one that the community will be satisfied with. The project team has also been coordinating closely with adjacent BFUiR and private development projects, along with the City's traffic and utility teams, to ensure that the functioning of this corridor meets future use demands as Rochester continues to grow.

The City team, along with Toole and their subconsultant Gamble Associates, will present the recommended corridor concept design for 6th Avenue West. The presentation will include: 1) corridor design concept, 2) timeline, 3) public engagement summary, and 4) recommended next steps. City staff is asking the City Council to adopt the recommended corridor design and authorize staff to proceed with completing the final design and bid documents for this project. If approved by City Council, staff will return in March 2026 with a contract amendment for Toole to complete the work authorized in this request for council action.

Priorities & Foundational Principles:

Transformational Capital Projects
Inclusive Growth Management

Policy Considerations & DEI Impact:

A key component of this project is public engagement and the consideration of pedestrian access through Rochester's downtown core. This is consistent with the City's ADA Transition Plan and current Diversity, Equity, and Inclusion initiatives by designing improved roadways for people of all abilities. Council approval of the actions above maximizes improvements to our pedestrian network, including walkability and ADA access.

This project also aligns with the City's guiding principles approach to downtown development work. These principles focus on growth, vibrancy, and a people- first approach and they're meant to help create foundations to promote collaboration across departments, agencies, and projects.

Prior Legislative Actions & Community Engagement:

Nov. 18, 2024: Council Meeting - Vacation Petition No. CD2024-006VAC by Mayo Clinic

July 14, 2025: Pedestrian and Bicycle Advisory Commission - Downtown Bike Lane Replacement Project Update

July 21, 2025: Council Meeting - Contract with Toole Design Group for Professional Transportation Planning and Engineering Design Services

Aug. 11, 2025: Pedestrian and Bicycle Advisory Commission - Connecting Downtown Rochester Active Transportation Corridors

Sep. 8, 2025: Pedestrian and Bicycle Advisory Commission - Reimagining 6th Avenue

Oct. 13, 2025: Pedestrian and Bicycle Advisory Commission - Reimagining 6th Avenue and Reconnecting the Downtown Mobility Network

Nov. 10, 2025: Pedestrian and Bicycle Advisory Commission - Reimagining 6th Avenue and Reconnecting the Downtown Mobility Network

Nov. 10, 2025: City Council Study Session - Project Update: Reimagining 6th Avenue and Reconnecting the Downtown Mobility Network

Dec. 1, 2025: Council Meeting - Contract Amendment with Toole Design Group for Professional Transportation Planning and Engineering Design Services
Jan. 12, 2026: Pedestrian and Bicycle Advisory Commission - Project Update: Reimagining 6th Avenue West

Fiscal & Resource Impact:

On October 6, 2025, City Council adopted a resolution approving the DMCC operating budget and Capital Budget. The funding matrix adopted allocated up to $8,750,000 of DMC dollars to the redevelopment of 6th Avenue between Civic Center Drive and Center Street West. The two blocks of sixth Avenue between 2nd St SW and Center Street West are being funded by the Bold Forward Unbound in Rochester project.

Alternative Action(s):

No alternative actions are recommended at this time.

Prepared By:

Mike Collins

Attachments:

Presentation - Reimagine 6th Avenue PowerPoint

Exhibit - Reimagine 6th Ave and Reconnect DT Mobility Network Round Two Eng Summary

Exhibit - Reimagine 6th Ave Corridor Concept Plan

CITY OF ROCHESTER MINNESOTA

Reimagining Sixth Avenue W

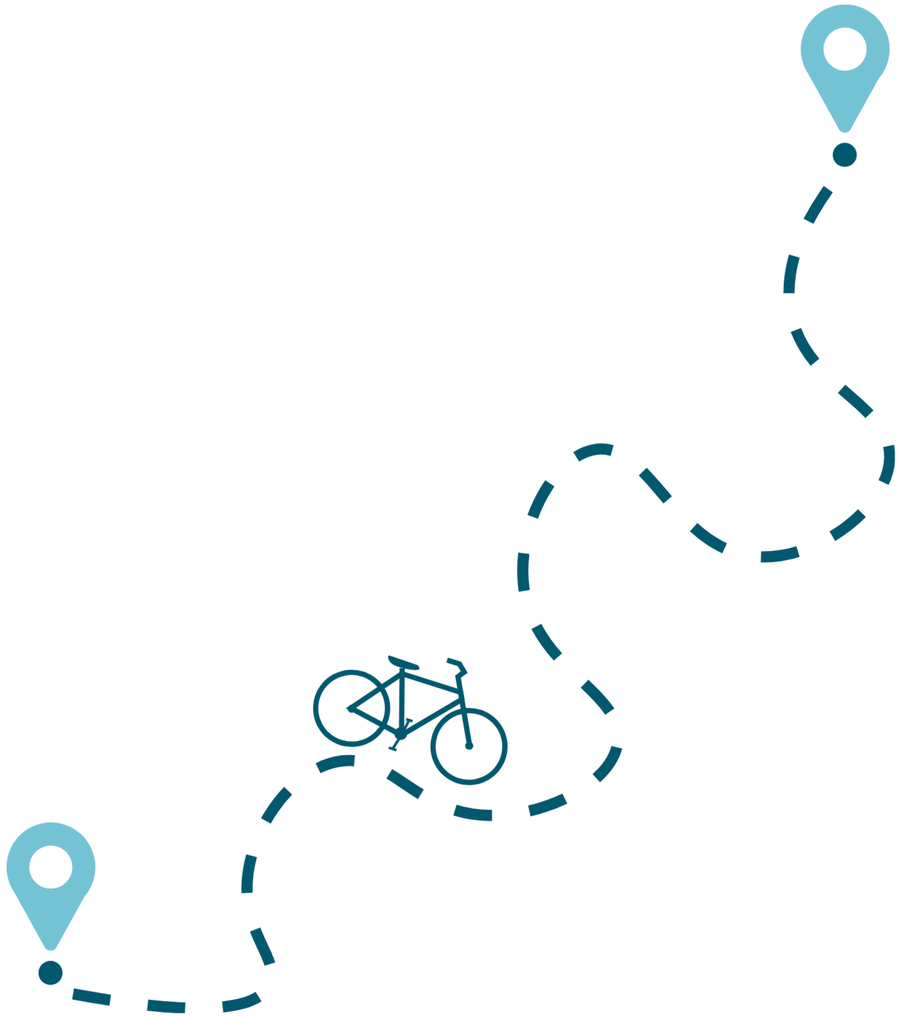
Project Updates

City Council Meeting
March 2, 2026

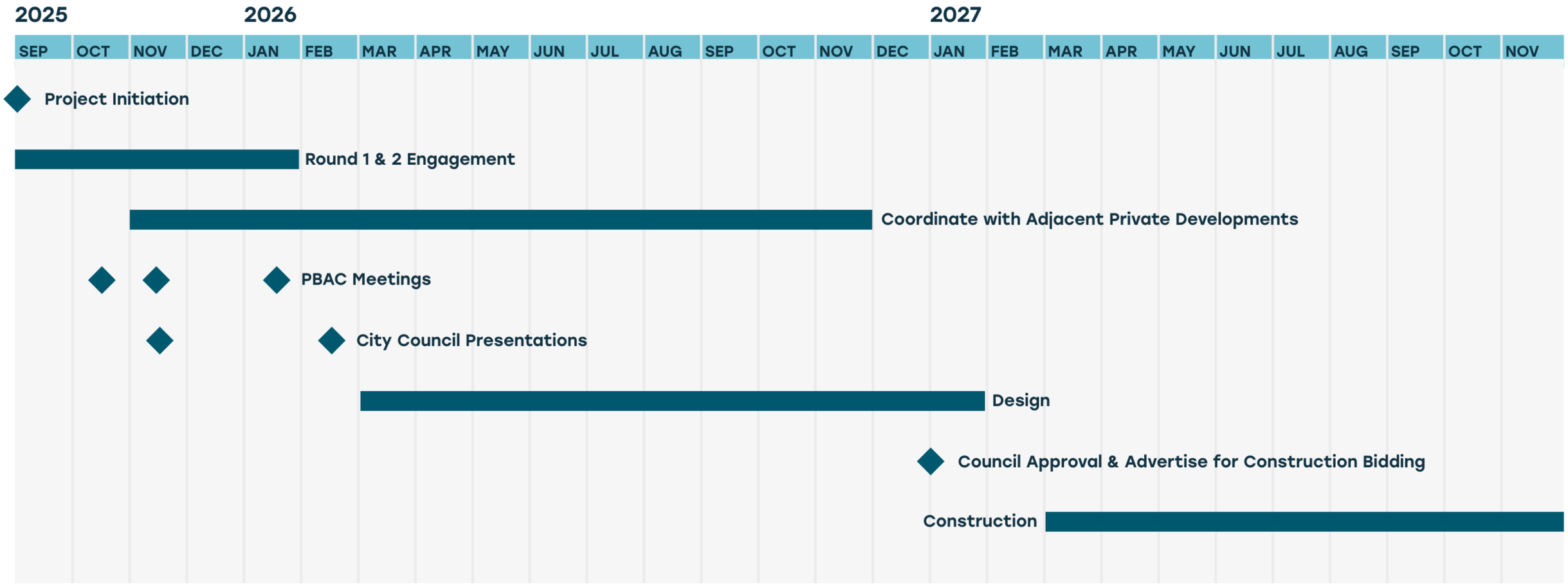
Requested Action

- Adopting the corridor concept plan on 6th Avenue West from Civic Center Dr to 2nd St SW.

- Authorizing the preparation of final design plans and bid documents for the reconstruction of 6th Avenue West from Civic Center Drive to W. Center Street



Project Timeline
Reimaging 6th Ave W



Round One & Two Engagement Snapshot Sept. - Nov. 2025



22 Engagement Activities

6 Open Houses



2 Site Visits

Business door knocking on 3 corridors

35 doors

Online survey

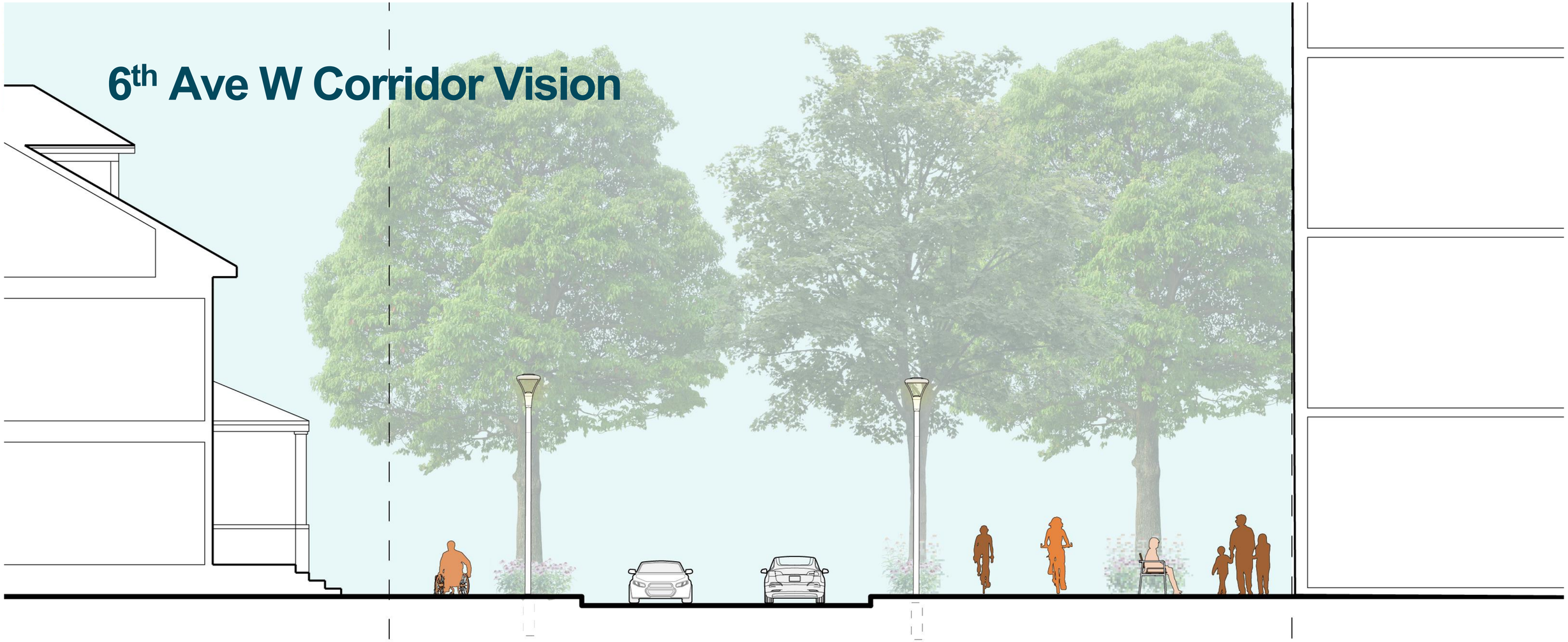


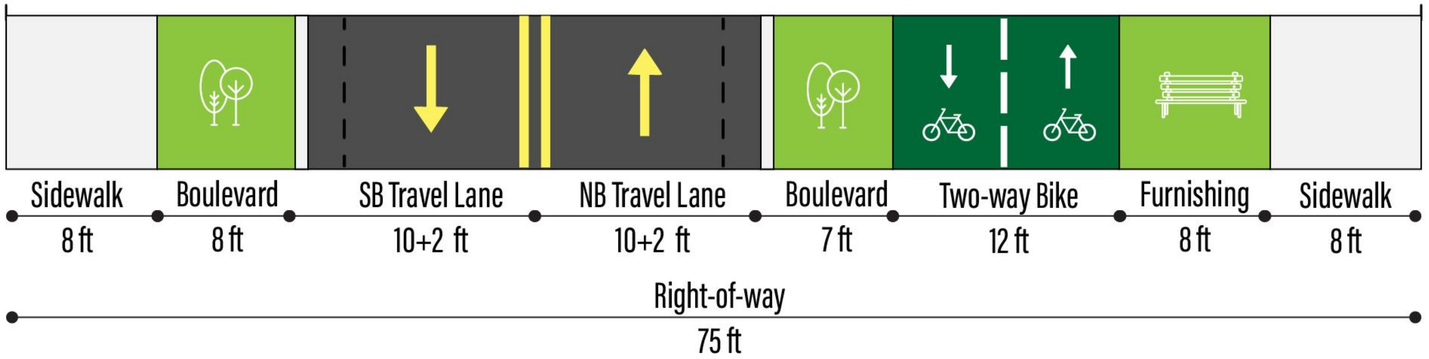
2 neighborhood meetings

Business and property owner meeting

21 meetings

6th Ave W Corridor Vision

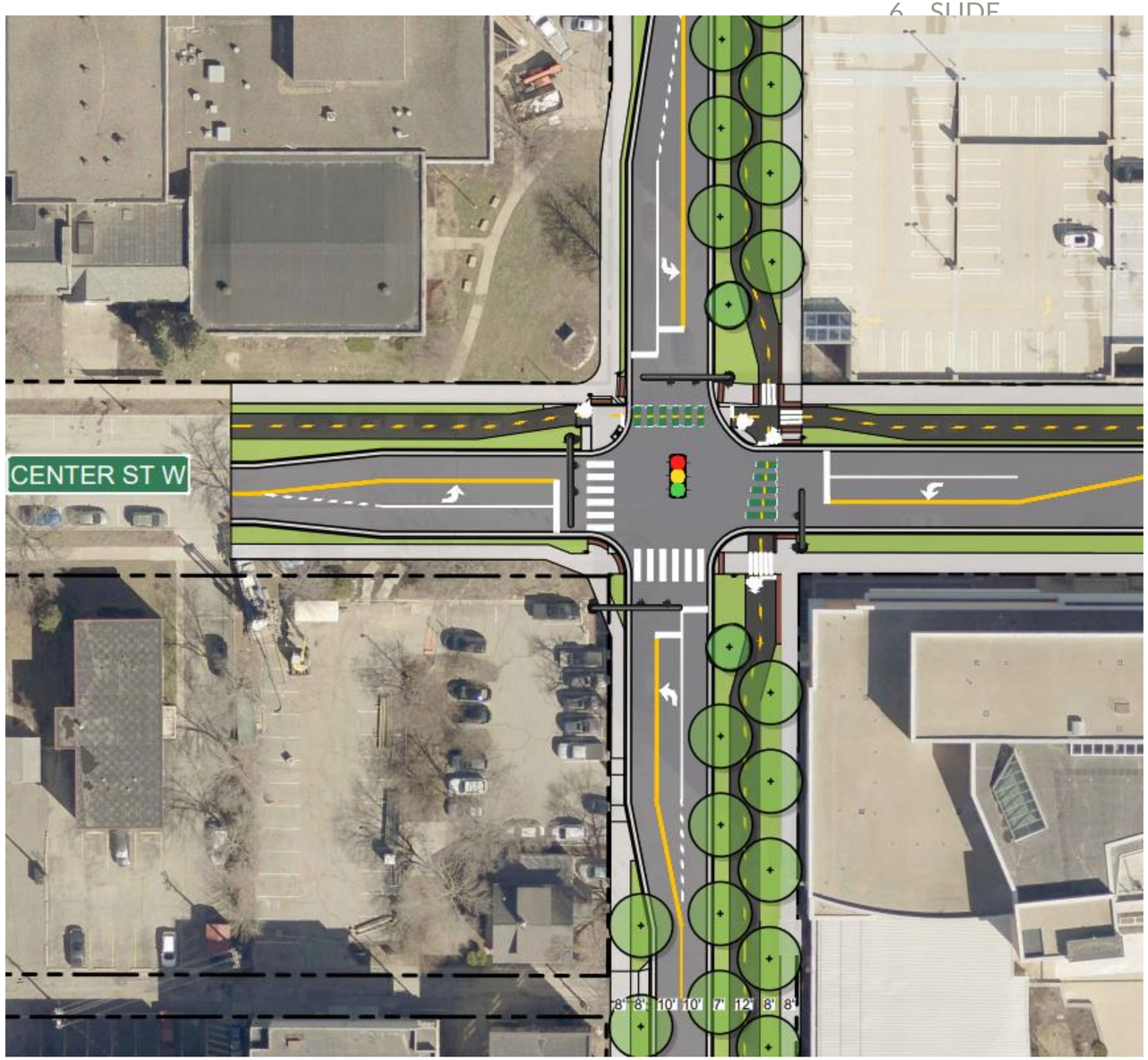




TOOLE DESIGN

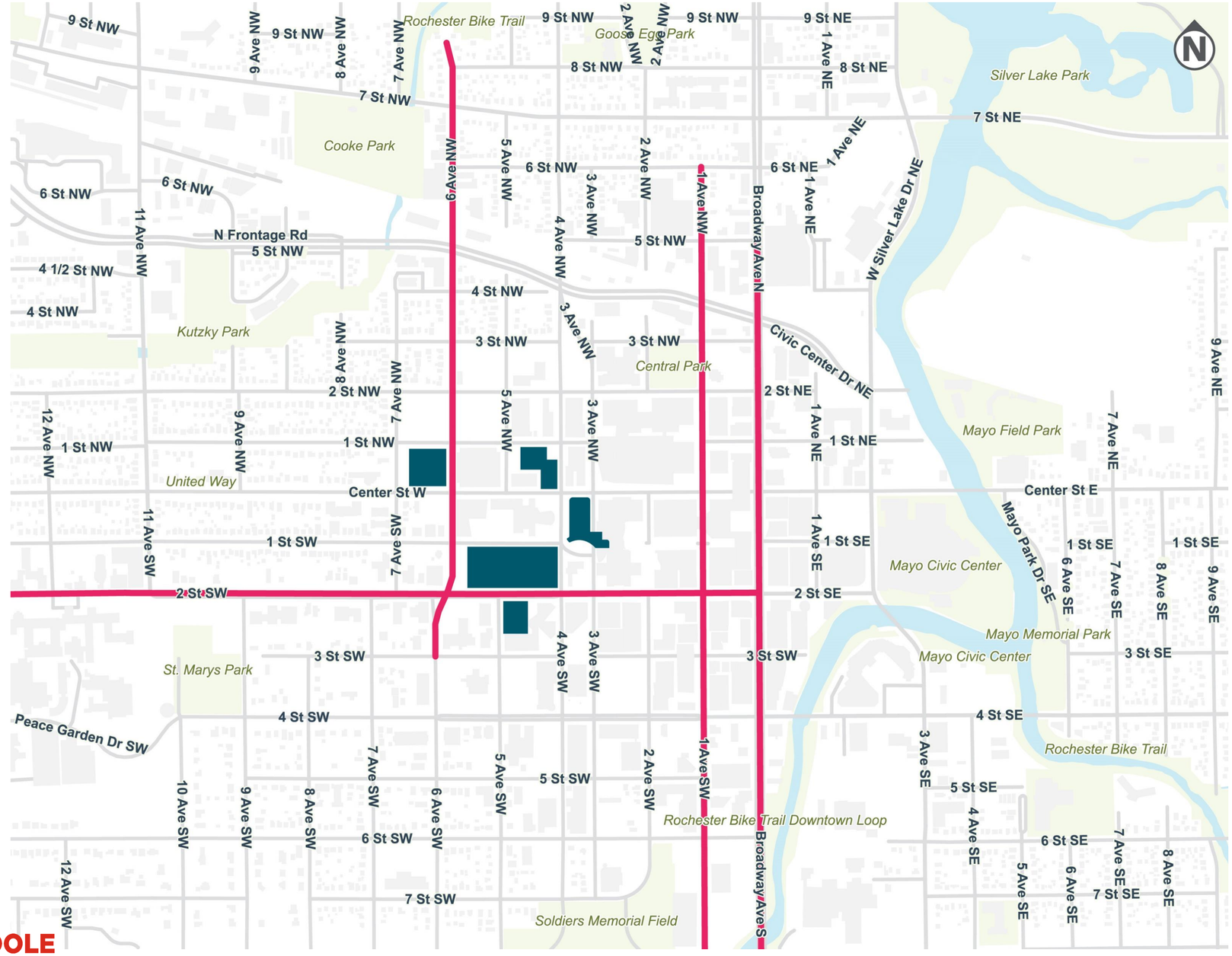
6th Ave W Concept Layout





TOOLE DESIGN

MnDOT High Injury Network Vulnerable Road Users



MnDOT Vulnerable Road User
High Injury Network

- Pedestrian + Other
- Bike
- Pedestrian + Other + Bike

HTTPS://EXPERIENCE.ARCGIS.COM/EXPERIENCE/5D9AE0A6B2E04C298A391AC718CCAC92/PAGE/WHERE

TOOLE DESIGN


STOP
STOP

Project Budget

This project is being funded as part of the DMC public infrastructure investment that was adopted by City Council on October 6th 2025.

The funding matrix adopted allocated up to $8,750,000 of DMC dollars to the redevelopment of 6th Avenue between Civic Center Drive and Center Street West. The two blocks of sixth Avenue between 2nd St SW are part of the Bold Forward Unbound in Rochester project.

This funding will be utilized for both design and construction costs.



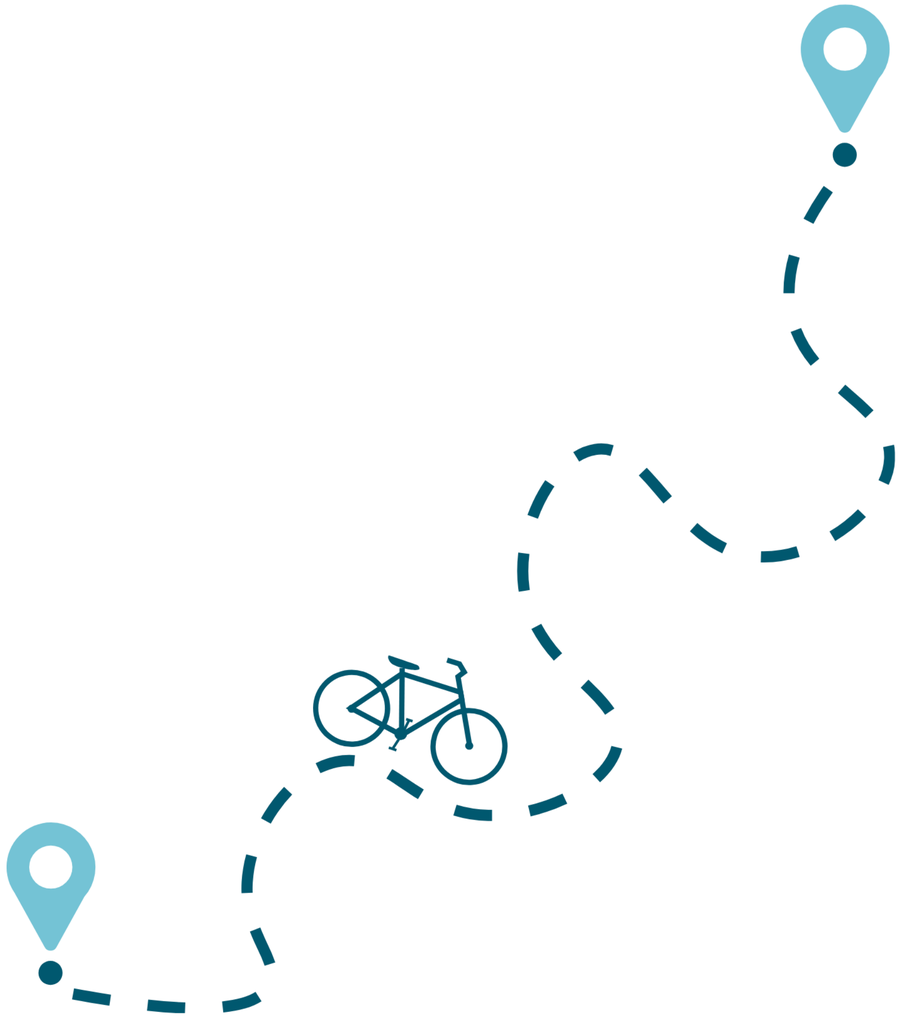
Total Funding (6th Avenue Only):	Funding Source:	Funding Source Percentage:
$8,750,000	DMC	100%

Project Cost Estimate:		
Total Project Budget:	$8,750,000	Notes:
Design & Engineering Costs:	$980,000	Estimated Cost
Construction budget:	$7,770,000	Includes hard costs and construction administration.

Requested Action

- Adopting the corridor concept plan on 6th Avenue West from Civic Center Dr to 2nd St SW.

- Authorizing the preparation of final design plans and bid documents for the reconstruction of 6th Avenue West from Civic Center Drive to W. Center Street



Reimagining Sixth Ave. W and Reconnecting the Downtown Mobility Network Engagement Summary

CITY OF ROCHESTER

Round Two of Engagement November 2025

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Executive Summary

Introduction

Downtown Rochester is experiencing a transformational period in the history of the city. The Bold Forward Unbound in Rochester project (BFUiR) presents opportunities to re-configure streets. Sixth Avenue is an important community corridor that will be reconstructed as new development occurs on both sides of the corridor, serving area neighborhoods and the new Mayo campus buildings.

The BFUiR project also resulted in the permanent street vacation of Third and Fourth Avenues which previously served as North-South bike connections. This project seeks to address two unique opportunities that the BFUiR presents. First, the opportunity to reimagine Sixth Avenue West in its post construction state – as a key mobility connector. Second is the opportunity to reconnect the downtown mobility network. Although these two opportunities are related, they are unique in their goals and have different funding sources making this project both a roadway re-development project, and a biking and active transportation project.

In November of 2025, the City continued community engagement efforts with stakeholders and the community after round one of engagement held in September through October of 2025. Engagement goals this time included revisiting key stakeholders, businesses and residents to build on previous engagement. This time, the team shared design concepts and recommendations for Reimagining Sixth Ave. W and for Reconnecting the Downtown Mobility Network.

Engagement Activities and Stakeholders

The City planned and carried out seven engagement activities in November 2025, including two in-person open houses, a virtual open house, a business/property owner meeting, and direct business outreach. The City also shared engagement event information with neighborhoods previously engaged and presented at the Pedestrian and Bicycle Advisory Committee meeting.

Community and stakeholder feedback will help the design team make adjustments to reconnecting the mobility network and further refine the Sixth Ave. W design concept.

Activity Snapshot

- **Public Meeting**, Spyhouse Coffee, Nov. 4
- **Virtual Public Meeting**, Nov. 5
- **Business/Property Owner Meeting,** Well Living lab, Nov. 6
- **Pedestrian and Bicycle Advisory Committee,** Nov. 10
- **Public Meeting,** Well Living Lab, Nov. 13
- **Business Site Visits** on First Ave. W, and Historic Third St. Nov. 17 and 18

In addition to community engagement, project communications were updated including the project website (Reimagining Sixth Avenue W), handout and informational boards. These updates reflect the iterative process of taking feedback and needing to clearly define these efforts as two separate projects.

Public Engagement Themes

The following themes emerged through community and stakeholder engagement. Themes are presented below by each project.

Reimaging Sixth Ave. W

Across all engagement activities, participants expressed strong support for a safer, more comfortable Sixth Ave. W—highlighting appreciation for protected bike lanes, raised crosswalks, shorter pedestrian crossings, and efforts to preserve and include street trees.

While the overall design direction was well received, stakeholders asked questions about traffic operations, emergency access, tree selection, and how roundabouts and intersections (particularly at Second St. and Fourth St.) will function safely for all users. Participants emphasized the need for clear signage, predictable crossings, and high-quality facilities that minimize conflicts, especially given overlapping Mayo Clinic projects and frequent visitor confusion in the downtown core. Concerns about parking near churches, driveway access for residents, and long-term maintenance—particularly winter operations and visibility near trees—also surfaced.

Taken together, the feedback reflects broad support for the Sixth Ave. vision, paired with a desire for more design details, continued coordination with adjacent institutions, and a thoughtful approach to managing traffic and construction impacts.

Reconnecting the Downtown Mobility Network

Participants widely supported the goal of reconnecting the downtown mobility network and establishing a safe, intuitive north–south bike route through downtown, with First Ave. W emerging as a preferred route among many in the cycling community. Stakeholders sought to understand how First Ave., Sixth Ave., Civic Center Drive, Soldiers Field, and the Sixth St. Bridge will function together as a cohesive system—particularly at key transition points and intersections.

Concerns centered on intersection design, parking garage ingress/egress along First Ave., parking reductions, and how to manage deliveries and access during ongoing construction. Several stakeholders expressed concern that construction continues to strain downtown businesses.

Participants also emphasized the importance of strong coordination with UMR regarding its future campus footprint, as well as with Mayo Clinic, churches, and adjacent redevelopment projects to ensure compatibility and minimize operational conflicts.

While interest in protected bikeways and interim north–south connections was high, some stakeholders stressed the need for practical solutions—such as clear parking management, delivery accommodations, improved lighting, and staged implementation—to support businesses and maintain accessibility during the transition period.

First Ave. W Design Concept

Stakeholders from the biking community, representatives of university students and others expressed strong interest in First Ave. W serving as a key north–south bike connection, recognizing its value in improving safety and linking downtown to neighborhoods and trails. At the same time, they raised important concerns about intersection safety—particularly at Second St. and Fourth St.—and potential conflicts created by locating a two-way bikeway on the west side near multiple parking garages.

Businesses along First Ave. emphasized construction fatigue, concerns with loss of on-street parking, and delivery access challenges. They also urged the City to provide support to the businesses, minimize further disruption and provide practical access solutions during implementation.

Participants also requested more detail on curb extensions, winter operations, and integration with future connections to Soldiers Field, Civic Center Drive, and the broader mobility network.

Appendix
Public Engagement Details



Engagement Activities and Feedback

The following section details all engagement activities and key takeaways from round two of engagement (November 4 through 20, 2025.)

Nov. 4 Spyhouse Coffee Open House

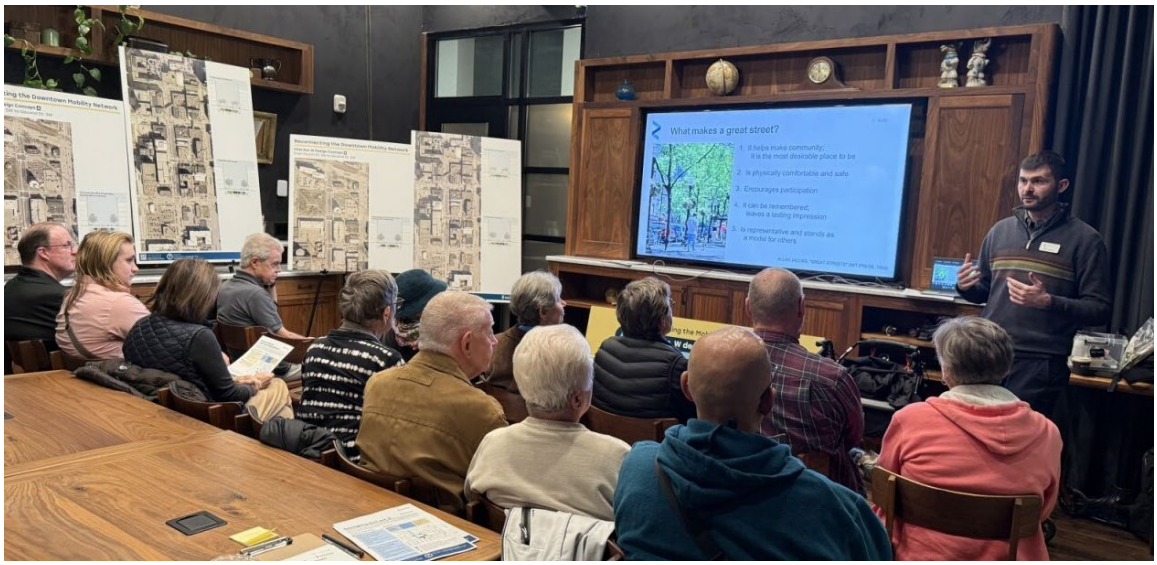
On November 4, 2025, City staff and the consultant facilitated an in-person open house in the community room at Spyhouse Coffee on Sixth Ave. W. There were project boards, handouts and a presentation. People could give input by talking with staff, writing on a comment card, or by doing a dot sticker board activity. 28 people attended.

Key Takeaways

- Strong support for safe, connected bike and pedestrian infrastructure
- Concerns about traffic operations and intersection safety
- Desire to preserve key public realm elements while improving comfort

Community members were broadly supportive of the Sixth Ave. W design concept, especially its protected bike lanes with a double boulevard and landscaping, improved pedestrian spaces, and safety-focused features such as raised crosswalks and traffic calming. Questions centered on traffic operations, tree selection, and how the design will accommodate emergency vehicles and large trucks. While some concerns remain about increased traffic and roundabout safety, the two-way protected bike lane emerged as the top priority among participants.

Community members emphasized the importance of strengthening north–south bike connections and ensuring safe, intuitive transitions between major routes, including Civic Center Drive, Soldiers Field, and key downtown corridors. While many participants supported the concept of First Ave. W as a new north–south bike route, they raised concerns about intersection designs, parking garage conflicts, and the need for high-quality separation. There was also strong interest in enhancing safety for both bicyclists and pedestrians and some expressed interest in maintaining key connections such as Fifth Ave.



Nov. 4 Open House at Spyhouse Coffee

Reimagining Sixth Ave. W

People liked

- Safe and protected bike lanes and pedestrian spaces
- Raised crosswalks and shorter crossing distance for pedestrians
- Attempt to slow traffic
- Sixth Ave. design concept especially the Second St. intersection with the dedicated turn lane and bike lane. “Everyone knows where to be.”
- Maintaining west side parking along Sixth Ave between Fourth and Second Streets SW.
- The double boulevard and landscaping enhancements
- Maintaining trees on west side of the street

Suggestions & Needs

- Suggestion to include a ped-crossing signal by the daycare off Sixth Ave.
- For the section of 6th Ave, south of 2nd St. SW: a person commented “Let’s be honest if it’s not a AAA bike facility”
- Driveway for residential property on west side of Sixth Ave. W needs to be maintained

Roundabouts

- Some like them and some don’t like roundabouts
- With roundabouts – how do bikes and peds cross safely? Worried about conflicts.

Concerns

- Some concern about increased traffic on Sixth Ave. and how will that impact this great/pleasant ped/bike-friendly street we’re trying to build?
- Concerned about church parking lot on Sixth Ave. between Second St. and Third St. and the bike lane
- Complaint that pedestrians along Fourth St. SW do not cross at the crosswalks and it is a safety concern when they’re crossing in other places

Questions included

- Is Sixth Ave. Going to be narrowed? Is it going to be too tight for trucks?
- Is Second St. going to be narrowed due to the new BRT?
- Will there be crossing signals?
- Will Sixth Ave. and Second St. have a left on green arrow turn?
- What about ambulances on Sixth Ave.?
- Questions about what trees will be planted
- Question about whether the trees will be trimmed to maintain visibility of pedestrians

Two-way Protected Bikeway

When it came to the sticker board activities, what people found most important about the Sixth Ave. W design concept was the two-way protected bike lane.

Reconnecting the Downtown Mobility Network

The following feedback was shared on reconnecting the downtown mobility network and First Ave. W design concepts.

Opportunities

- Maintain a connection to Fifth Ave. (east to south) is important
- Request to look into the Fifth Ave. bike connection jog

Questions included

- Is the city considering extending shared use space on Center to Second to this block?
- When exactly will the bike community see a temporary north/south bike route?
- How will the bike lane/route connect between Civic Center Drive and Soldiers Field/Cascade Trail?
- Third and Fourth Ave. previously connected Lowertown to Silver Park Crossings at Civic Center Drive. Is re-establishing that connection in scope for this project?
- Can we somehow connect First Ave. with Soldier's Field? (as part of short to long-term plans?)

Bike connections

- A bicyclist who bikes to work in the downtown – coming from the neighborhood north of Civic Center Dr. asked about improving the bikeways north of Civic Center Dr. She liked the protected bike lanes and felt the lanes going north connecting with neighborhoods would be better if separated/safer. She also highlighted that crossing Civic Center Dr. is a challenge with signals, vehicle traffic and turns and long wait times for the bicyclist and it's a longer distance to cross with all the vehicle lanes.

First Ave. W

Concerns

- Some concern about intersection transitions for the two-way cycle track.
- Suggestions to use Bryant and Lake Street bike transition in Minneapolis as a good example for how to cross Second Street on First Ave. Put a bike box on north side of crossing
- A concern and question about having the bike lane on the west side of the street due to a parking garage on that side of the street with vehicles coming and going
- A concern about the "mixed traffic" at Second St. and First Ave.

Likes or preferences

- A preference shared for one-way bike lanes
- Happy to see First Ave. as a N/S bike route

Questions

- Could you paint a curb to shorten the crossing on Second St. and First Ave.?
- How much parking is lost due to the change from diagonal to parallel?
- Will the city continue to use this block for Thursdays on First?

When it came to the sticker board activities, what people found most important about the Sixth Ave. W (from Second St. SW to Fourth St. SW) was:

- Existing trees on west side of the street maintained
- Protected bike and pedestrian spaces
- Narrowed pedestrian crossings

In addition, 5 comment cards were written, with transcriptions below in **Table 1**. Personal information was removed.

Table 1: Nov. 4 Open House Comment Cards

Card 1	• One way bike lane preferred • Like the new layouts • Avoid roundabouts
Card 2	My family has a cargo bike the we use as a car replacement – we hope to have a protected bike lane to bring kids to and from activities in a safe way. The bike can hold up to 4 kids so safe, slow an protected is critical for infrastructure. Would love to see greenery and separated protection for safe getting to and from (especially downtown).
Card 3	• How are First Ave. Businesses going to feel about removing half of their parking? • How are you going to provide the same amount of downtown parking? This looks nice but parking is already a big challenge. Is the city taking this into considerations? What's the solution? • Since Sixth Ave. Will it be completed in increments (along Mayo's timeline), will the partial bike lanes be closed until full completion? • How will cyclists know? Thank you for working on this!
Card 4	Fantastic work this begins to create a network for people to enjoy Rochester. I am in favor of the proposed layout and would like to see the addition of round abouts on Sixth Ave. And W Center St. And Sixth Ave. And 2nd St. NW. Having a clear route on Sixth Ave. And Fist Ave. Are achievable projects in the near term. Thank you again for your hard work. This makes me want to stay in Rochester to see these projects get installed. This will also attract the best and brightest to Rochester.

Virtual Open House

On November 5, 2025, City staff facilitated a virtual open house. 12 people attended to learn more about the design concepts for Sixth Ave. W, First Ave. W, and recommendations for reconnecting the downtown mobility network.

Stakeholders underscored the importance of creating a more connected, accessible, and vibrant downtown. Themes included improving multimodal mobility, ensuring safe and protected bike infrastructure, and exploring new ways to activate public spaces. The conversation also highlighted ongoing parking needs and the desire for thoughtful interim improvements. The following specific feedback was shared.

Key Takeaways

- People want safer and more connected walking and biking routes
- Explore practical interim solutions while larger projects are underway

Reimagining Sixth Ave. W

- In the street furniture area, community members suggested incorporating exercise equipment—particularly if coordinated with Mayo Clinic rehabilitation programming. Equipment should be senior-friendly and youth-friendly.
- One block contains a consistently full parking lot, while other nearby lots appear largely empty (based on photos). If this pattern is typical, participants asked whether there are better uses for underutilized lots, such as:
    - Pedestrian-only evening activities
    - Pop-up recreation spaces (e.g., temporary skate features, small-scale activation)

Reconnecting the Downtown Mobility Network

- Question raised about whether any quick-build or interim improvements can be implemented while waiting for reconnecting the mobility network with north–south bike connections which could be delayed by a year.
- Residents of new downtown residential buildings need direct, safe routes to essential destinations, especially grocery stores such as Hy-Vee.
- A connection between the Sixth Ave. Corridor and the Cascade Creek Trail/Rochester Trail System (located just across the river) would be highly beneficial.

First Ave. W

- Concern that without physical separation (curbs, planters, or other barriers), cars may park in the bike lane—similar to what occurs on 4th Street.
- Clarification requested on whether barriers will remain in place during winter to preserve bike lane protection.

Business and Property Owner meeting

On November 6, 2025, City staff met in-person with local businesses and property owners. They shared project updates including design concepts for Sixth Ave. W and First Ave. W. They also presented preliminary recommendations for reconnecting the downtown mobility network. They heard feedback and answered questions. Eight people attended (two from the press, several had attended previous public engagement events and two were new attendees).

Overall, attendees generally like the long-term vision but feel overwhelmed by concurrent construction, reduced access and potential reduction of on-street parking. They emphasized the need for:

- Ongoing communication
- Proactive parking and access management
- Maintain delivery access
- Short-term, visible support to maintain customer access and viability during the transition period

When it came to safety, there was broad consensus on prioritizing:

- Lower vehicle speeds
- Safer crossings
- Better separation of modes

- Concerns were raised about Peace Plaza conflicts among drivers, cyclists, and scooters, along with requests for stronger traffic calming and a controlled pedestrian crossing through the center of the plaza.

The following feedback and questions were shared by meeting participants in regard to Reimagining Sixth Ave. W and Reconnecting the Downtown Mobility Network.

Reimaging Sixth Ave. W

There were relatively few objections to the Sixth Ave. plans. Key concerns centered on:

- Need for dedicated food delivery zones for restaurants serving Mayo facilities
- Ensuring traffic flows smoothly and does not resemble the slow, mixed-flow conditions of Peace Plaza.
- Clarification of the proposed speed limit.
- Desire for safe pedestrian and bike crossings.

Reconnecting the Downtown Mobility Network

A few participants questioned whether people would meaningfully use new walking and biking facilities. This contrasted with Active Transportation Plan survey findings showing strong resident demand for safer, better-connected infrastructure.

Some attendees recommended rerouting the north–south bike connection to Second Ave., with a potential east–west connection at Second St. SW into Peace Plaza. However, City staff noted limited access to Center St., difficult crossings, and lower suitability for less confident riders. Participants suggested exploring temporary access accommodations to preserve north–south mobility during construction.

First Ave. W

Parking and access generated the highest volume of concerns:

- Most participants object to reducing on-street parking on First Ave. between Fourth and Second St. to support bike lanes, especially while there is so much disruption to the street network and parking garages.
- Participants stressed that customers cannot rely on parking garages because:
    - The Third Street Ramp is “always full,” largely due to Mayo employees and contractors.
    - On-street metered spaces are consistently occupied by those same employees and contractors, leaving few spaces for customers.
    - Center Street Ramp construction is adding corridor-wide strain.
- Participants emphasized a mismatch between multimodal goals and the practical realities of delivery trucks, food distribution, and customer access.
- Some acknowledged e-scooters on sidewalks are a concern and understood the need for separating scooters and bikes from pedestrians.

In addition, participants repeatedly described “intense” and ongoing construction stress, emphasizing that now is not the right time for additional changes—especially bike lane installation on First Ave. They asked for more visible support from the City and Mayo Clinic to help maintain operations. Several advocated delaying the First Ave. part of the project until surrounding construction had subsided.

Pedestrian Bicycle Advisory Committee

On November 10, 2025, staff met in-person with the Rochester Pedestrian Bicycle Advisory Committee to share design concepts for Sixth Ave. W and First Ave. W. They also presented preliminary recommendations for reconnecting the downtown mobility network. They heard feedback and answered questions. Committee members offered the following feedback.

Key Takeaways

- Support of the Sixth Ave. and First Ave. design concepts
- Strong support for an interim n-s separated bike connection downtown

- Strong support of both Sixth Ave. W and First Ave. W. concepts
- Support for a protected bikeway on First Ave., per Option A
- Strong support for the protected bikeways on both Sixth Ave. and First Ave.
- Clear support for having an interim connection for separated n-s passage to and through the downtown core
- *We Bike Rochester* shared strong support for option A on First Ave. W and interest in Second Ave.
- One resident opposed Sixth Ave. bikeway south of 2nd St SW

Questions included

- Do we intend to engage North of Civic Center Dr.?
- What was the main feedback from City Council?

Nov. 13 Well Living Lab Open House

On November 13, 2025, a second in-person open house was hosted at Well Living Lab located on First Ave. SW in downtown Rochester. Seven people attended the open house including two people from the local press. Like the first open house, there was a presentation and boards that displayed design concepts for Sixth Ave. W and First Ave. W. Participants were able to share written feedback via comment cards or verbally during the presentation.

Key Takeaways

- Safety and clarity for all users is a priority
- Coordination with institutions, businesses and ongoing projects is essential
- More clarity is needed on how the routes connect and how individual design elements will function.

Overall, stakeholders were broadly supportive of improving downtown safety and connectivity but emphasized significant construction fatigue, parking pressures on First Ave., and ongoing user conflicts at key intersections like Second St. and Sixth Ave. They requested clearer coordination with UMR, Mayo, and area churches, along with more detail on bike-lane design, parking utilization, and integration with the Sixth St. bridge project. Participants also asked for full public hearing opportunities at PBAC and the January City Council meeting. The following details key feedback.



Nov. 13 Open House at Well Living Lab

Reimagining Sixth Ave. W

Some concerns were raised about conflicts at several intersections—particularly Second St. SW and Sixth Ave. SW, Sixth Ave. & Fourth St. SW, and the Second St. intersection with the LINK bus station, where overlapping Mayo projects cause crowding during peak times.

Some expressed hope that no additional right-of-way would be removed. Others raised safety questions about the downhill approach to Fourth St. on Sixth Ave., urging the team to evaluate how the slope and intersection geometry influence safety.

They also asked whether the City has already spoken with the churches on Sixth Ave. between Second St. SW and Fourth St. SW, emphasizing the importance of understanding access, programming, and peak-use impacts.

Reconnecting the Downtown Mobility Network

Participants generally supported the concept of reconnecting the mobility network and viewed it as a safe, effective way to create a downtown loop that links neighborhoods and trails. There was a strong desire for safe navigation for pedestrians and cyclists everywhere downtown. Some noted they already use Second St. NW informally as a bike route. Several asked clarifying design questions on the following topics:

- Spacing and buffer widths between the bike lane and curb from Second St. SW to Third St. SW
- How east-side pedestrian and bicycle traffic is intended to flow within the proposed designs
- Location of bike racks
- Length of Sixth Ave. facility and how it functions within the network

Participants also requested more information on how the Sixth St. bridge project—including its proposed mixed-use trail and projected traffic volumes—will integrate with the proposed bike lanes.

First Ave. W

Attendees reiterated concerns about parking reductions on First Ave., which remain closely tied to construction fatigue and business stress. They want a clearer understanding of:

- How businesses use the First Ave. alley for deliveries
- Who is occupying metered parking (customers vs. contractors vs. employees)

Parking frustrations also connect to broader feelings of being overburdened by multiple ongoing construction projects.

Other Feedback

Uncertainty around UMR's future campus development surfaced multiple times. Participants asked:

- What did UMR say about its development timeline and footprint?
- How much should the City be concerned about delaying these projects until UMR's plans are finalized?

Attendees urged the project team to meet directly with UMR to ensure long-term compatibility.

In addition, two comment cards were shared with transcripts below in **Table 2.**

Table 2: Nov. 13 Open House Comment Cards

Card 1	Important to continue to review traffic for delivery vehicles on First Ave. Require use of Alleys for delivery as much as possible.
Card 2	Later detail – bulb out street crossing could use on/off ramps from street to get around

Business Site Visits

On November 17 and 18, 2025, City staff and the consultant walked the corridor and visited business for one-on-one conversations. They revisited businesses on First Ave. W and Historic Third Street. The goal of business outreach was to follow up with businesses engaged in round one to share project updates and design concepts for Sixth Ave. W and First Ave. W. as well as preliminary recommendations for reconnecting the downtown mobility network. The team heard reactions, questions and concerns directly from businesses.

Key Takeaways

- 10 businesses reached
- Support for bike infrastructure
- Concerns with street parking reduction

Staff focused door knocking efforts on First Ave. and the historic district since those businesses were most impacted by the conceptual plans developed. The team had conversations with the following businesses.

- Minnwest Bank
- University of Minnesota Rochester (UMR)
- ThaiPop
- City Market

- Popus Gourmet Popcorn
- Eagle Drug Store
- Fuzzies Italian Ice
- Tessa's Office: Wine and Spirit Boutique
- John Kruesel's General Merchandise
- BEBAP Korean Inspired Eatery

City staff also left contact information with the following businesses that were unavailable to speak with us during our visits including Lucky's and Lumi.

Overall, businesses were not opposed to having bike lanes on First Ave. W but most did express concerns with available on-street parking and reducing on-street parking. Some businesses requested short-term parking for loading/unloading and for customers. Several businesses reported a rising demand in parking both for patrons and staff, especially with downtown construction and parking garages not being available.

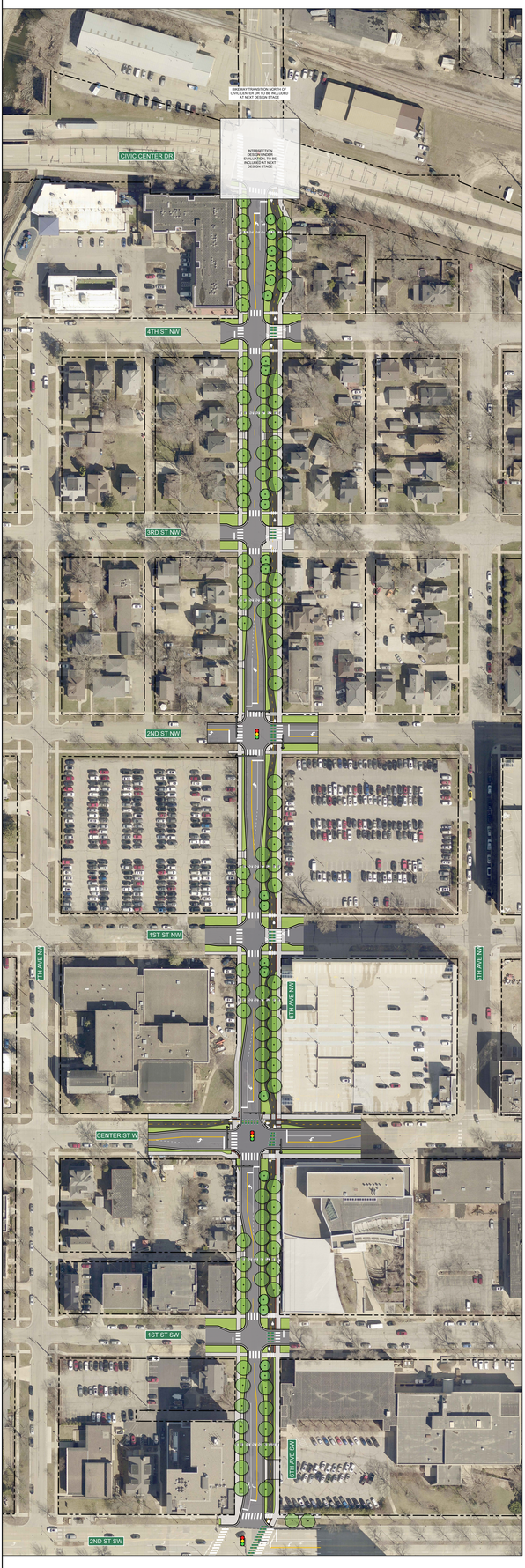
Some shared that on-street parking is used in a variety of ways and that some cars are parked in a single location all day. Most businesses have a variety of foot traffic from people already downtown for work or clinic appointments and some who drive to their businesses. Many businesses support bike infrastructure, including protected bikeways and noted a need for more bike parking. Safety concerns included a desire for more lighting and concern about visibility.

Conclusion and Next Steps

Overall, stakeholders were broadly supportive of creating safer, more walkable and bike-friendly corridors on both Sixth Ave. W and First Ave. W, along with a more connected downtown mobility network.

Across all engagement activities, participants emphasized the importance of protected facilities, safer intersections, and clear, predictable connections between neighborhoods, trails, and key downtown destinations. At the same time, they raised concerns about parking pressures, construction fatigue, delivery access, and how new designs will function at complex intersections and high-activity areas. Participants expressed a strong desire for congoing communication, careful coordination with institutions and businesses, and detailed design information as the project advances into implementation.

On December 1, 2025, City Council met to confirm support for the consultant to study Second Ave. as part of reconnecting the downtown mobility network. The City Council will consider advancing the Reimagining Sixth Ave. W project toward final design in early 2026 and will also re-visit options for Reconnecting the Mobility Network.



LEGEND

- BITUMINOUS ROADWAY
- SIDEWALK
- BIKEWAY
- COLORED CONCRETE
- LANDSCAPING / TURF
- WORK BY OTHERS
- SIGNALIZED INTERSECTION
- EXISTING TREE
- PROPOSED SHADE TREE
- PROPOSED ORNAMENTAL TREE

ALTERNATIVE A

6TH AVENUE WEST

CONNECTING DOWNTOWN ROCHESTER

2.9.2026

0 40' 80' 120'

SCALE IN FEET

TOOLE DESIGN | STRAND ASSOCIATES | WIGGEN CONSULTING | architecture urban design | GAMBLE ASSOCIATES

PRELIMINARY CONCEPT - NOT FOR CONSTRUCTION.

THIS IS A PRELIMINARY CONCEPT. FIELD VERIFICATION, SITE CONDITION ASSESSMENTS, ENGINEERING ANALYSIS AND DESIGN ARE NECESSARY PRIOR TO IMPLEMENTING ANY OF THE RECOMMENDATIONS CONTAINED HEREIN.

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CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Project Update: Reconnecting the Downtown Mobility Network - Project Number J8909

MEETING DATE:
March 2, 2026

ORIGINATING DEPT:
City Administration

AGENDA SECTION:
Reports and Recommendations

PRESENTER:
Mike Collins & Steve Sampson Brown

Action Requested:

Requesting City Council direction on the preferred option to advance for re-establishing the north-south connection of the downtown mobility network.

Report Narrative:

In November 2024, the City Council approved the vacation of portion of 3rd Ave SW and 4th Ave SW to support Mayo Clinic's $5 billion Bold Forward Unbound in Rochester (BFUiR) development. The vacation impacted two key north/south roadways, 3rd Ave SW and 4th Ave SW between 2nd Street SW and W. Center Street. Third Ave SW is the current location for the City's primary northbound bike lane through downtown and 4th Ave SW is the location of the City's primary southbound bike lane. A condition of the street vacation was the restoration of the north/south bike route connectivity in the core of downtown. Based upon the adopted mobility network plan along with input from city teammates in Public Works, the Pedestrian Bicycle Advisory Committee, members of the biking community and downtown stakeholders, the project studied four available corridors including: Broadway Avenue, 1st Avenue, 2nd Avenue, and 6th Avenue. It is important to note that only three of the corridors studied are public right of way as a portion of 2nd Avenue from 2nd Street SW north to Peace Plaza is privately owned by Mayo Clinic and the city has a pedestrian only easement.

The City team along with Toole will present the corridor options studied and pros and cons to each option studied. Staff will provide background information, public engagement themes, and implementation challenges as they apply to each option.

Throughout the public engagement process, several consistent themes emerged regarding opportunities to strengthen the downtown mobility network. Stakeholders expressed interest in establishing both east and west north–south connections through downtown to complement the existing east–west bike lanes and improve overall network continuity. Eventually, providing two connections would support more direct travel through downtown and better connect residents, employees, and visitors to key destinations.

The following is a brief summary of each of the corridors studied:

1st Ave and 6th Avenue

Both 1st Avenue and 6th Avenue are identified as planned All Ages and Abilities (AAA) facilities in the City of Rochester 2022 Active Transportation Plan. The Rochester Pedestrian and Bicycle Advisory Commission discussed these options and voted on January 12, 2026, to support advancing 6th Avenue W as the west-side north–south connection and either 1st Avenue or 2nd Avenue as the east-side connection.

During engagement, downtown businesses also raised concerns regarding potential parking impacts associated with a 1st Avenue option. Parking demand in downtown has increased since 2024 due to ongoing construction and temporary ramp closures; however, additional capacity is expected to return as City and Mayo Clinic parking ramps are completed. From a long-term planning perspective, 1st Avenue remains a strong east-side option due to the concentration of housing, retail, and redevelopment occurring along the corridor and its potential to connect the network from Soldier Field Memorial Park north to Civic Center Drive.

Broadway Avenue

This corridor presents an opportunity with future planning and design dollars to explore continuation of the separated cycle track that currently exists on North Broadway. The City has received a BUILD grant to do a complete street design for South Broadway from 4th Street to 9th Street and will begin design of this corridor in 2026. The City is also applying for a 2026 BUILD grant to continue complete street design on Broadway from 4th Street north to Civic Center Drive.

2nd Avenue

The City Council requested the study be expanded to include the portion of 2nd Avenue that runs from 2nd Street SW north to Peace Plaza commonly referred to as Anneberg Plaza, a high traffic pedestrian area owned by Mayo Clinic. The City retains a pedestrian only easement for this area thru the plaza. Concerns expressed during engagement include the conflict between pedestrians and cyclists on the plaza, conflicts with egress areas from adjacent buildings and conflicts with Kahler Hotel valet drop off on as you continue north on 2nd Avenue.

Staff will present several design options along this corridor and seek Council direction on which alternative should be advanced for further study.

Priorities & Foundational Principles:

Inclusive Decision-Making
Inclusive Growth Management

Policy Considerations & DEI Impact:

A key component of this project is public engagement and the consideration of pedestrian access

A key component of this project is public engagement and the consideration of pedestrian access through Rochester's downtown core. This is consistent with the City's ADA Transition Plan and current Diversity, Equity, and Inclusion initiatives by designing improved roadways for people of all abilities. Council approval of the actions above maximizes improvements to our pedestrian network, including walkability and ADA access.

This project also aligns with the City's guiding principles approach to downtown development work. These principles focus on growth, vibrancy, and a people- first approach and they're meant to help create foundations to promote collaboration across departments, agencies, and projects.

Prior Legislative Actions & Community Engagement:

November 18, 2024: Council Meeting - Vacation Petition No. CD2024-006VAC by Mayo Clinic

July 14, 2025: Pedestrian and Bicycle Advisory Commission - Downtown Bike Lane Replacement Project Update

July 21, 2025: Council Meeting - Contract with Toole Design Group for Professional Transportation Planning and Engineering Design Services

August 11, 2025: Pedestrian and Bicycle Advisory Commission - Connecting Downtown Rochester Active Transportation Corridors

September 8, 2025: Pedestrian and Bicycle Advisory Commission - Reimagining 6th Avenue October 13,

2025: Pedestrian and Bicycle Advisory Commission - Reimagining 6th Avenue and Reconnecting the Downtown Mobility Network

November 10, 2025: Pedestrian and Bicycle Advisory Commission - Reimagining 6th Avenue and Reconnecting the Downtown Mobility Network

November 10, 2025: City Council Study Session - Project Update: Reimagining 6th Avenue and Reconnecting the Downtown Mobility Network

December 1, 2025: Council Meeting - Contract Amendment with Toole Design Group for Professional Transportation Planning and Engineering Design Services

January 12, 2026: Pedestrian and Bicycle Advisory Commission - Project Update: Reconnecting the Downtown Mobility Network

Fiscal & Resource Impact:

The Mayo Clinic Bike Lane Contribution is an amount equal to the actual, out-of-pocket costs to construct a bike lane meeting the specifications described in the development agreement not to exceed $480,000. The Maximum Bike Lane Contribution shall be re-calculated annually on the anniversary of the signing of the development agreement to adjust for inflation in accordance with the terms of that agreement.

Alternative Action(s):

No alternative actions are recommended at this time.

Prepared By:

Mike Collins

Attachments:

Presentation - Reconnecting the Downtown Mobility Network

Report - Reconnecting the Downtown Mobility Network

Report - Reimagine 6th Avenue and Reconnect the DT Mobility Network Round 1 and 2 Engagement

Concept Plan: 1st Avenue West Angled Parking

Concept Plan: 6th Avenue - Between 2nd St SW & 4th St SW

Concept Plan: 2nd Avenue Bike Lanes

CITY OF ROCHESTER MINNESOTA

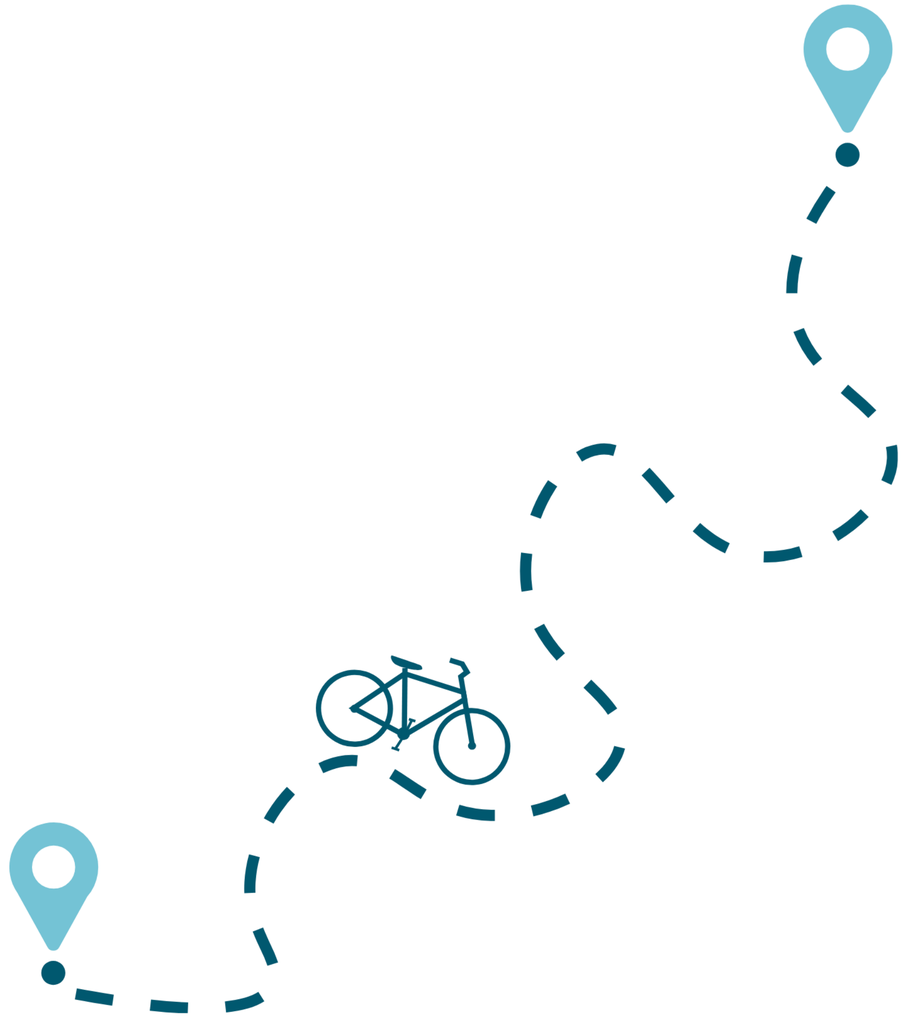
Reconnecting the Downtown Mobility Network

Project Updates

City Council Meeting
March 2, 2026

Requested Action

Requesting City Council direction on the preferred option to advance for re-establishing the north-south connection of the downtown mobility network



Round One & Two Engagement Snapshot Sept. - Nov. 2025



22 Engagement Activities

6 Open Houses



2 Site Visits

Business door knocking on 3 corridors

35 doors

Online survey



2 neighborhood meetings

Business and property owner meeting

21 meetings

Corridors Analyzed

- 1st Ave
- 2nd Ave
- 6th Ave
- Broadway

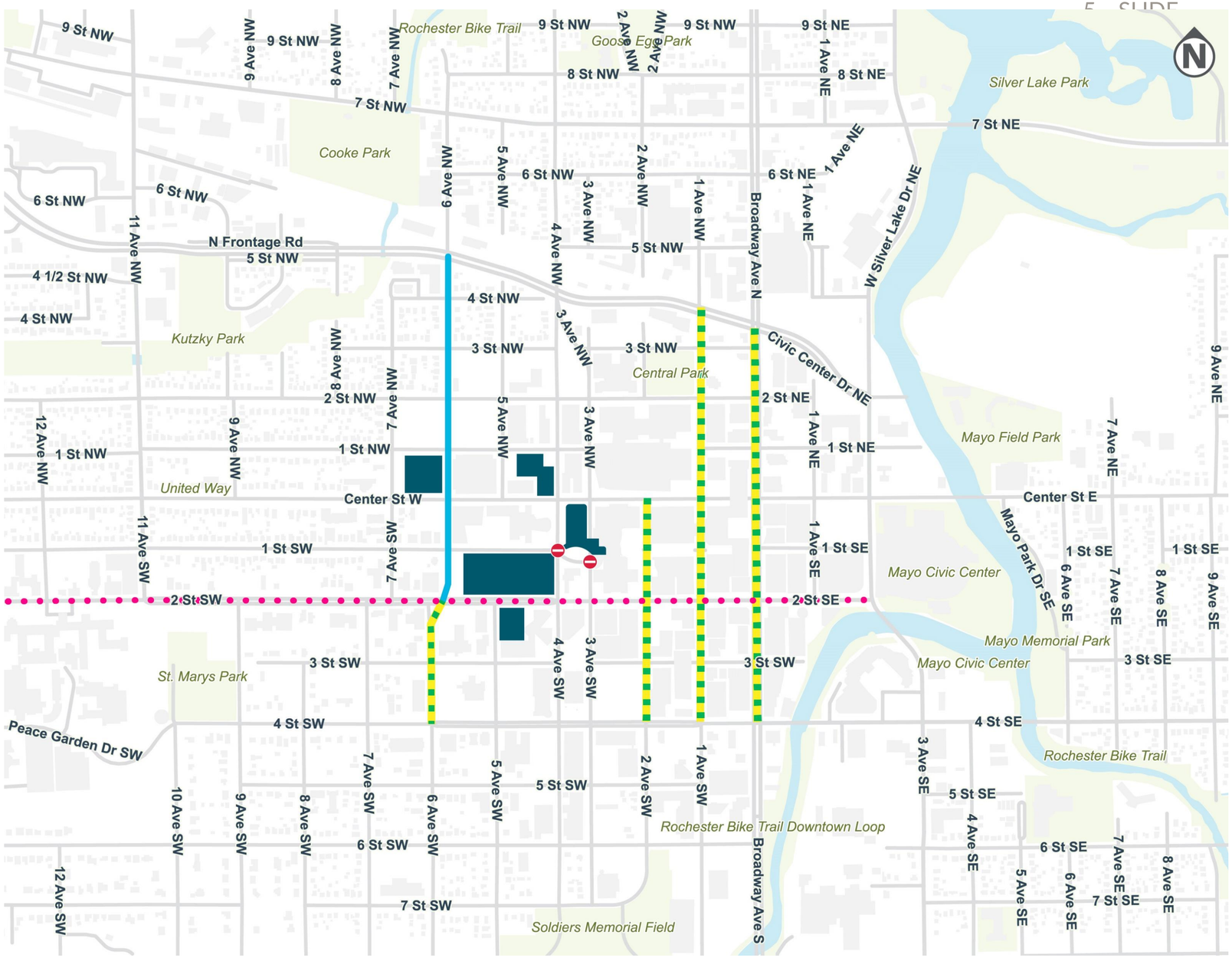
Mayo Campus development

Future permanent closure to through traffic

Project corridors

Reconnecting the Mobility Network, Bike Lane Study Corridors

New Bus Rapid Transit (BRT) route



Universal Support

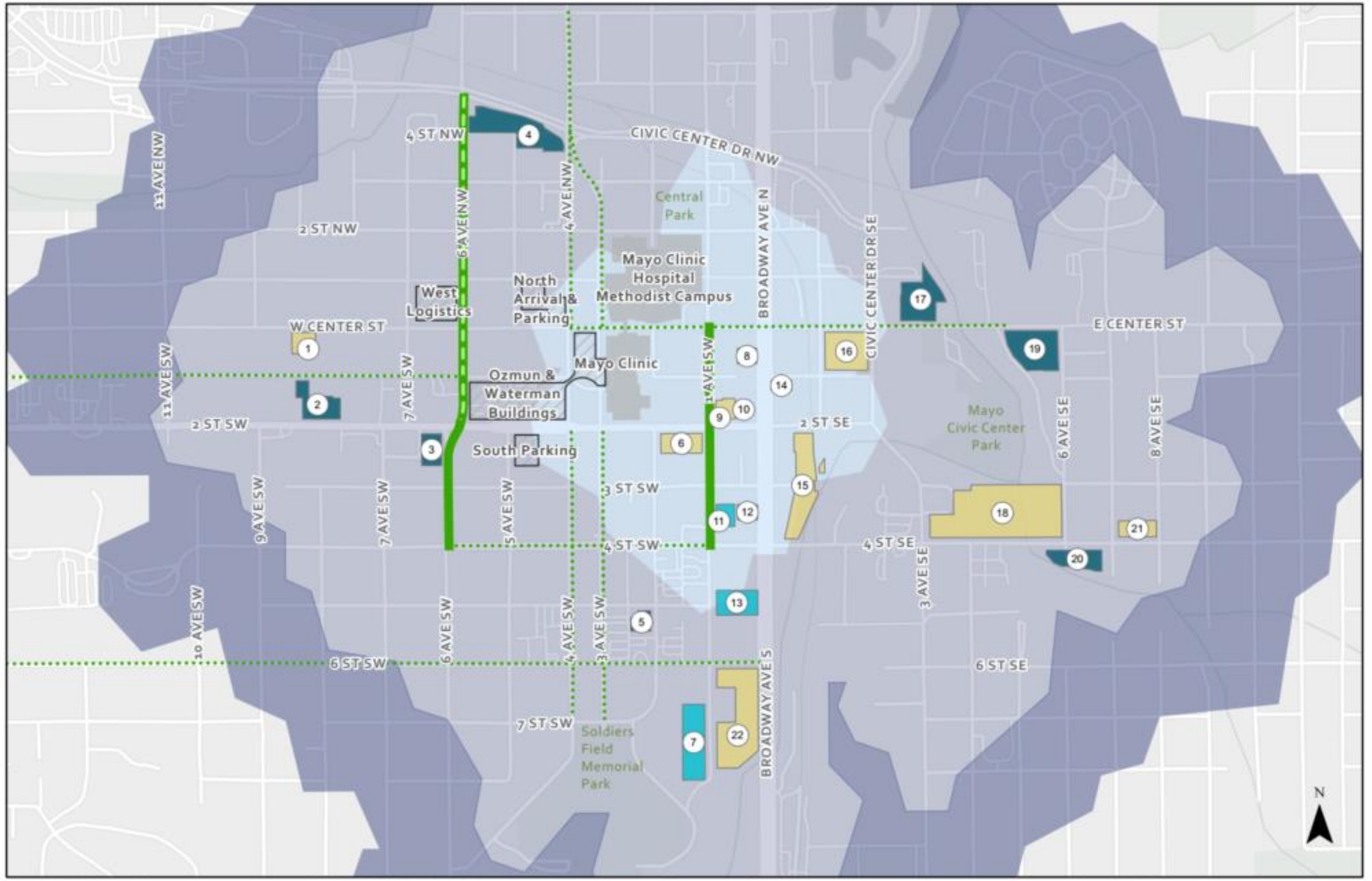
- **Sustainable Success:**
  - Turning new neighbors into long-term patrons through better connectivity.
- **Welcoming Storefronts:**
  - Designing open, attractive public spaces that invite customers.
- **Active Spaces:**
  - Developing safe environments for all modes of transportation.
- **Business Growth:**
  - Driving economic health through intentional urban design.
- **Safety First**
  - Ensuring downtown feels safe and comfortable for all roadway users.

- **The Biking Dividend:**
  - Every cyclist frees up a parking spot for vehicle-dependent visitors.
- **Balanced Access:**
  - Incentivizing alternative transport in alignment with the City's mode shift goals.
- **Leveraging Investment:**
  - Building on existing transportation successes to expand travel options.
- **Maximized Capacity:**
  - Using multimodal solutions to solve parking challenges.
- **A Local Draw:**
  - Creating specific magnets to pull nearby residents into the business district.



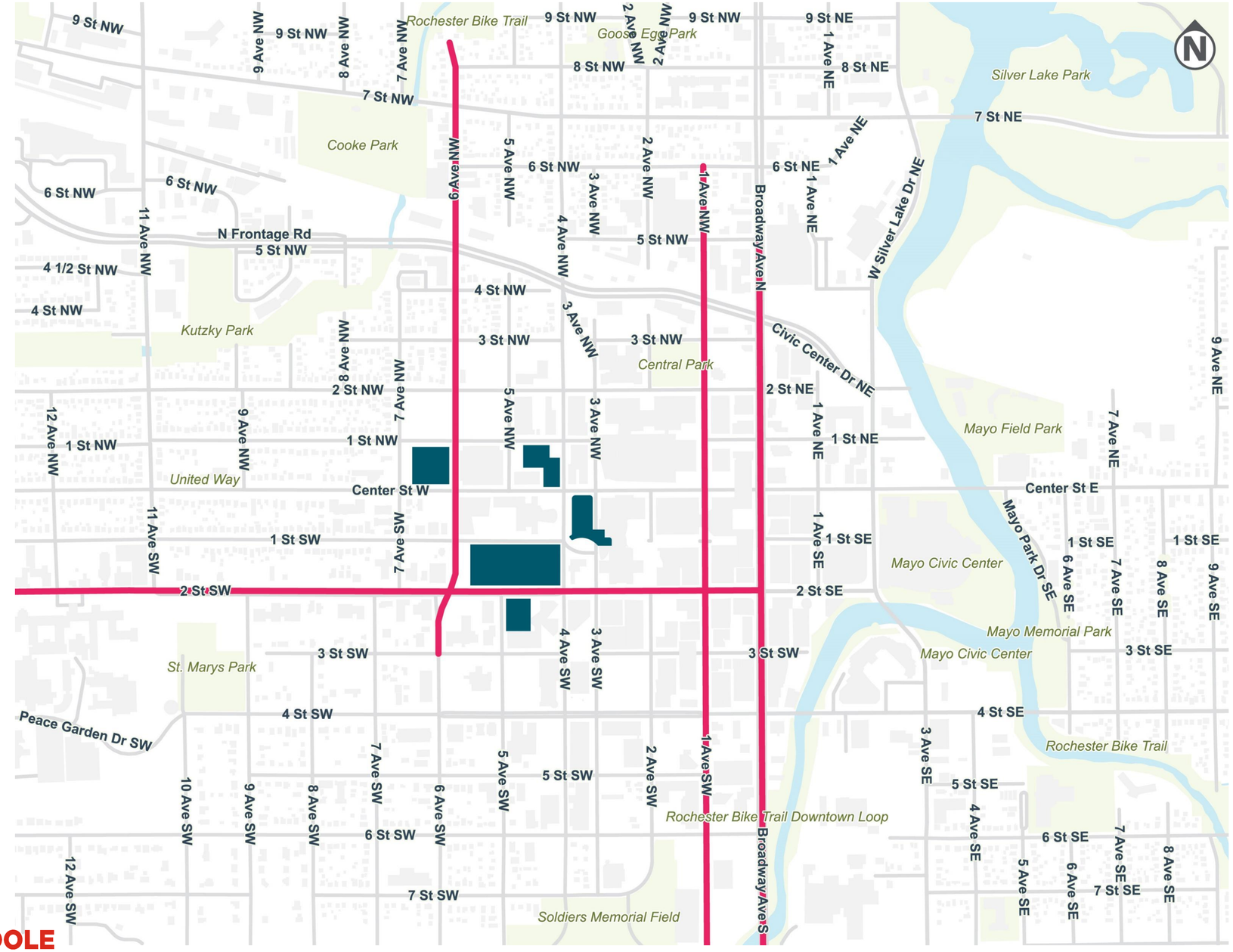


Proposed Residential Development Projects



CITY OF ROCHESTER MINNESOTA

MnDOT High Injury Network Vulnerable Road Users



MnDOT Vulnerable Road User
High Injury Network

- Pedestrian + Other
- Bike
- Pedestrian + Other + Bike

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TOOLE DESIGN

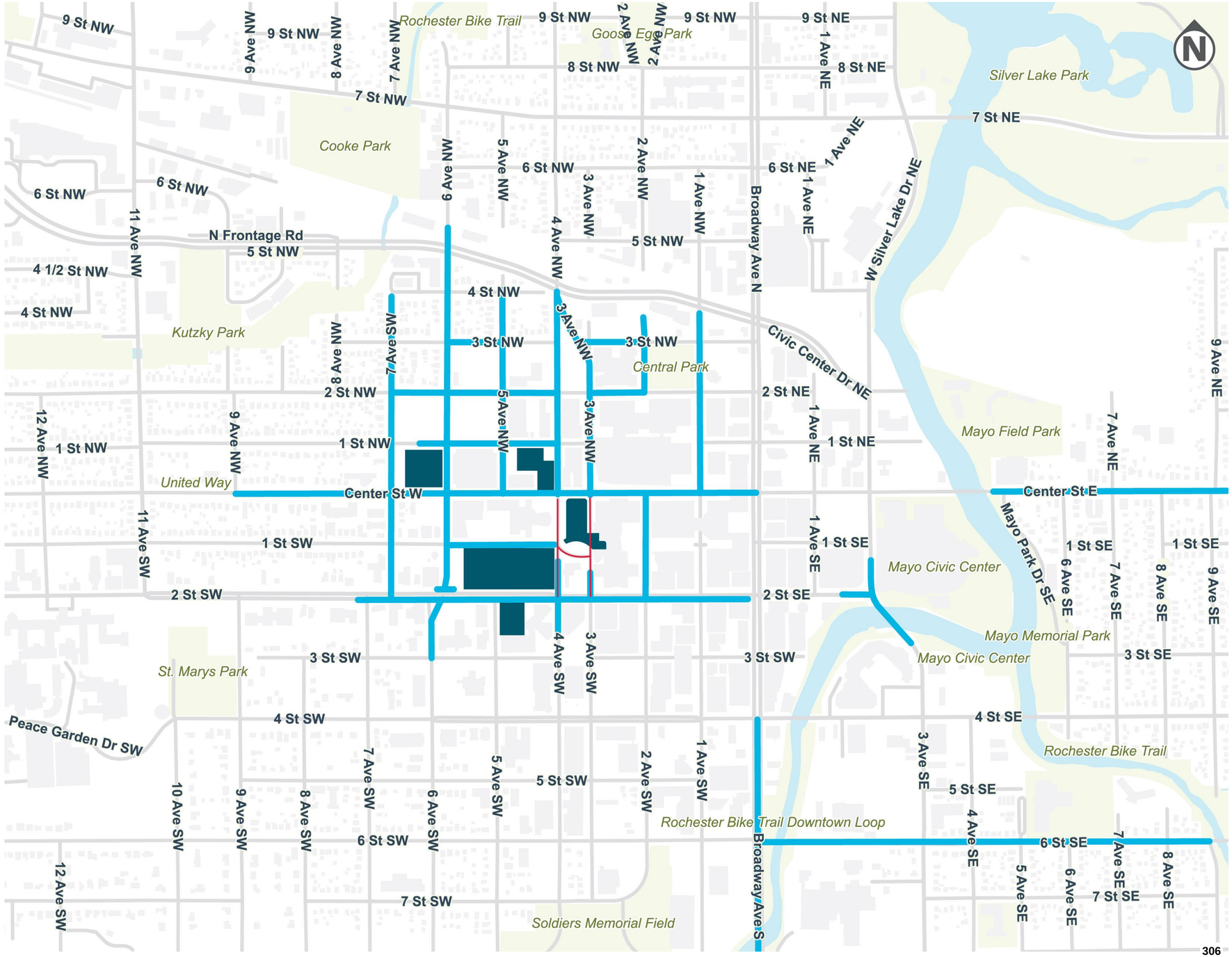
Potential Construction Projects Through 2030

Mayo Campus development

Streets vacated for medical clinic expansion

Construction projects 2025-2030

Projects are identified as part of the BFUiR infrastructure impovements



1st Avenue - Option A

- Separated and protected cycle track between 4th St SW and 2nd St SW.
- No proposed alterations through Peace Plaza area.
- No proposed curb adjustments, primarily re-striping.
- Provides a North/South option on the East side of Downtown.
- Has parking implications.
- Delayed timeline due to adjacent projects.



1st Avenue - Option B

- Separated and protected cycle track between 3rd St SW and 2nd St SW.
- No proposed alterations through peace plaza area.
- No proposed curb adjustments, primarily re-striping.
- Provides a north/south option on the east side of downtown.
- Has parking implications. However, less impactful than Option A.
- Delayed timeline due to adjacent projects.
- Cyclists connect from 2nd Avenue to 1st Avenue on 3rd St SW

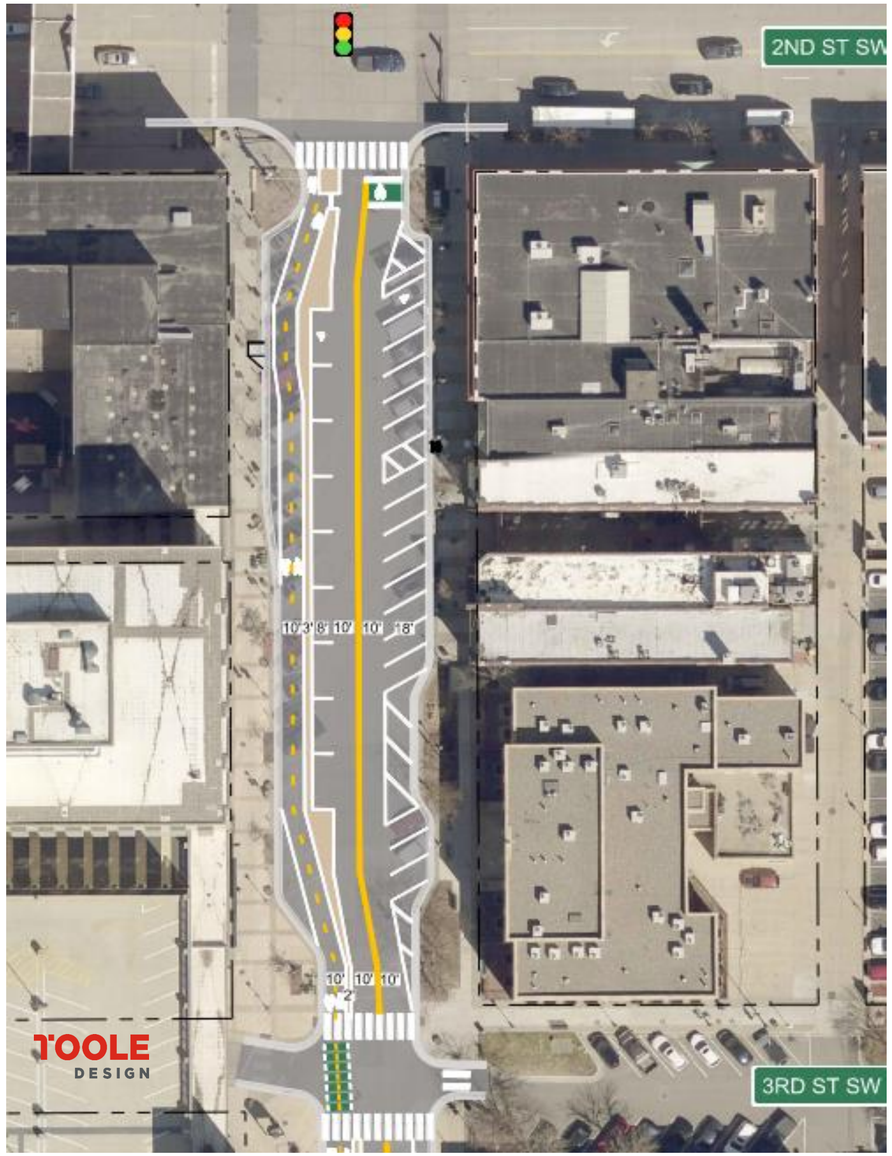


1st Avenue – Option C

- Separated and protected cycle track between 4rd St SW and 2nd St SW and again from W. Center to Civic Center Dr.
- No proposed alterations through peace plaza area.
- No proposed curb adjustments, primarily re-striping.
- Provides a north/south option on the east side of downtown.
- Has parking implications.
- Delayed timeline
- Ability to connect active mobility network all the way to Civic Center Drive



1st Ave W – Parallel/Angle Parking





Interim Solution: Alternate 2
1st Ave W – Parallel/Angle Parking

Center St W to 2nd St SW



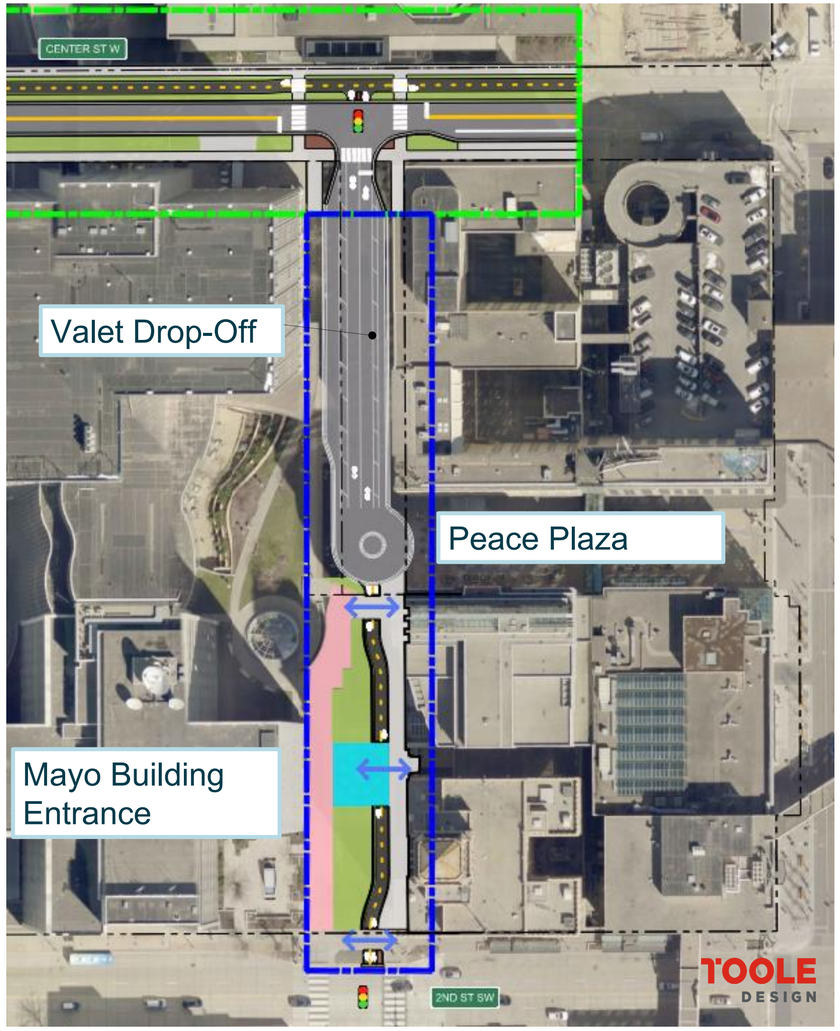


2nd Avenue Option:

- Provides a north/south option on the east side of downtown.
- Cyclists ride with traffic on sections of roadway through present day Annenberg plaza.
- Pedestrian and egress conflicts thru current Annenberg Plaza
- Significant expense for plaza renovation and signal modifications.
- No proposed alterations through Discovery Walk area.
- Requires private ownership approval.
- Implementation 2030 or later



Reconnecting the Mobility Network
2ND Ave SW/Annenberg Plaza



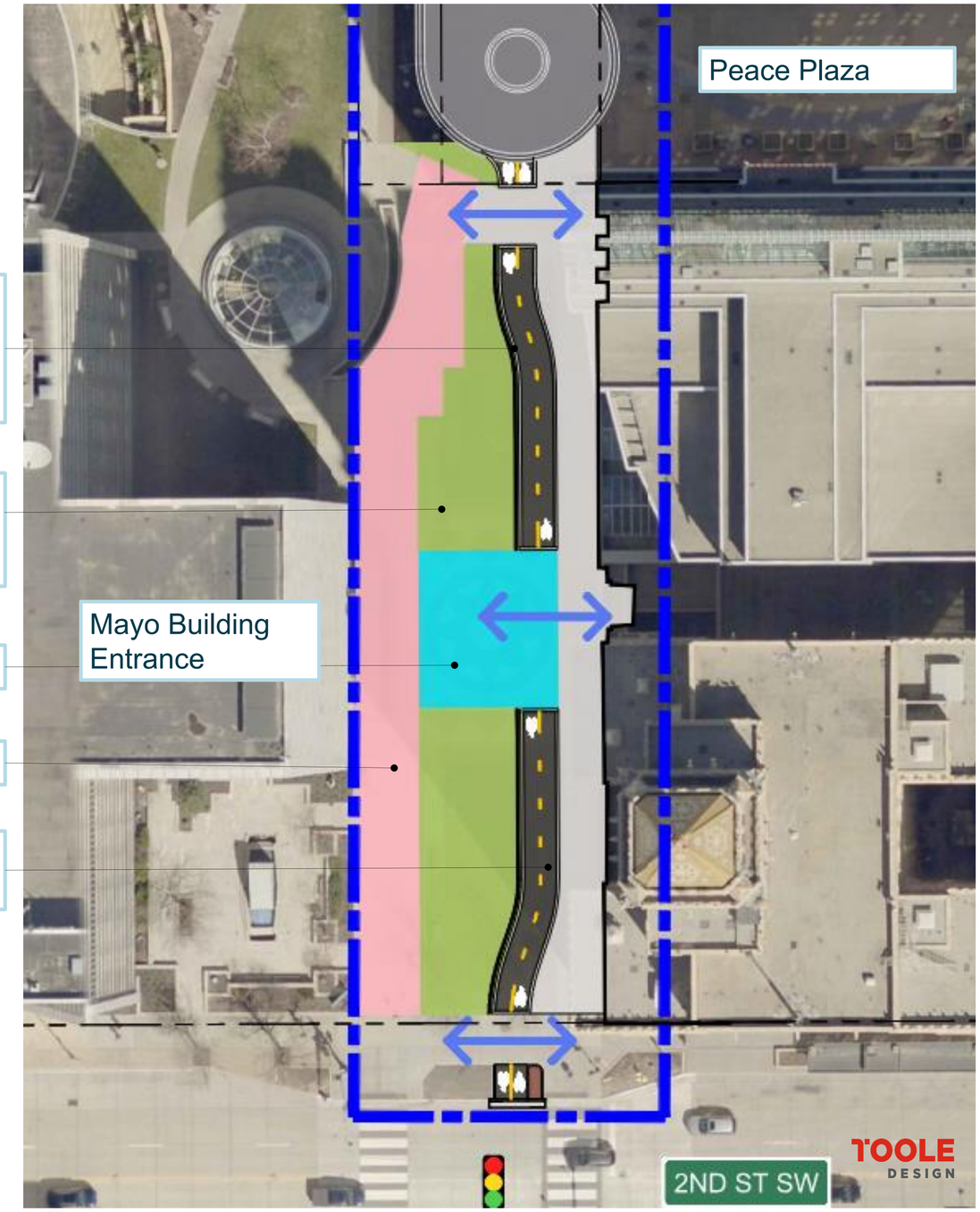
Proposed extent of raised plaza element along bikeway edge to concentrate pedestrian crossing zones

Zone for raised plaza features or amenities, such as planters or seating

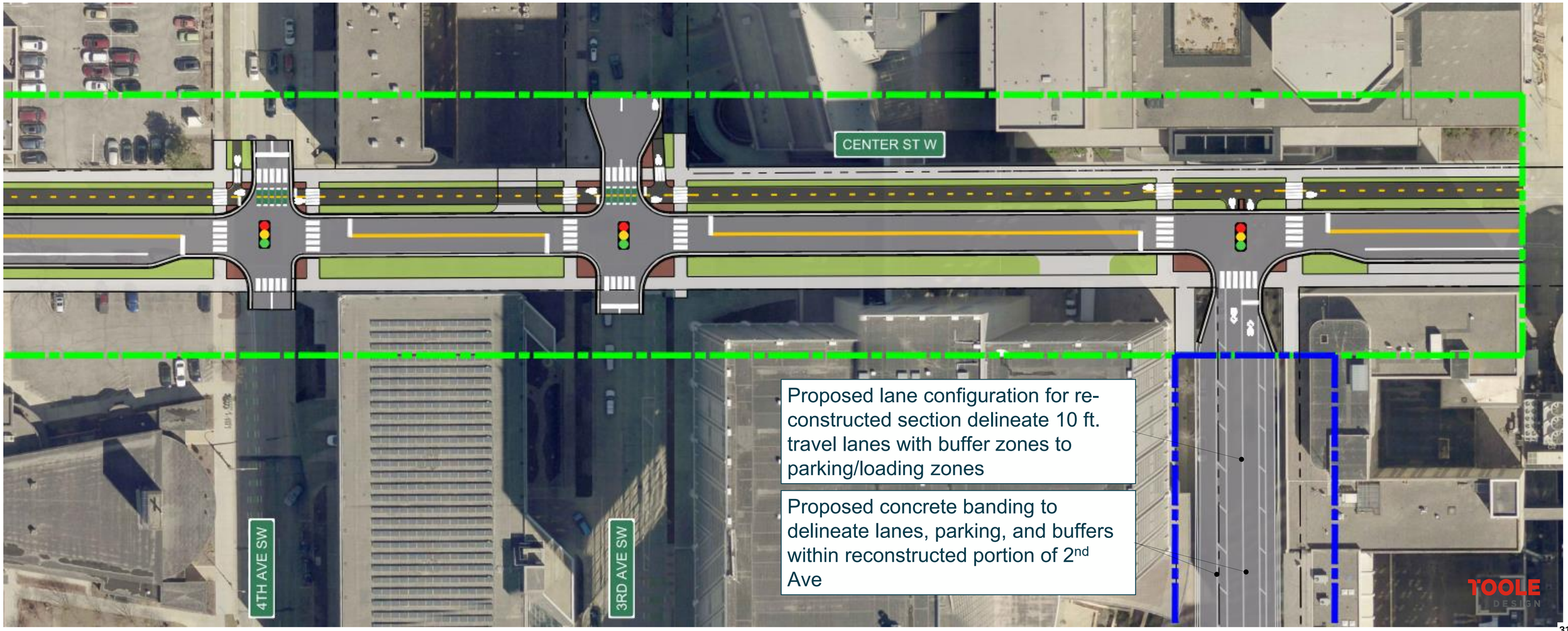
Plaza space

Fire lane zone

Raised 10 ft. bikeway with detectable edge

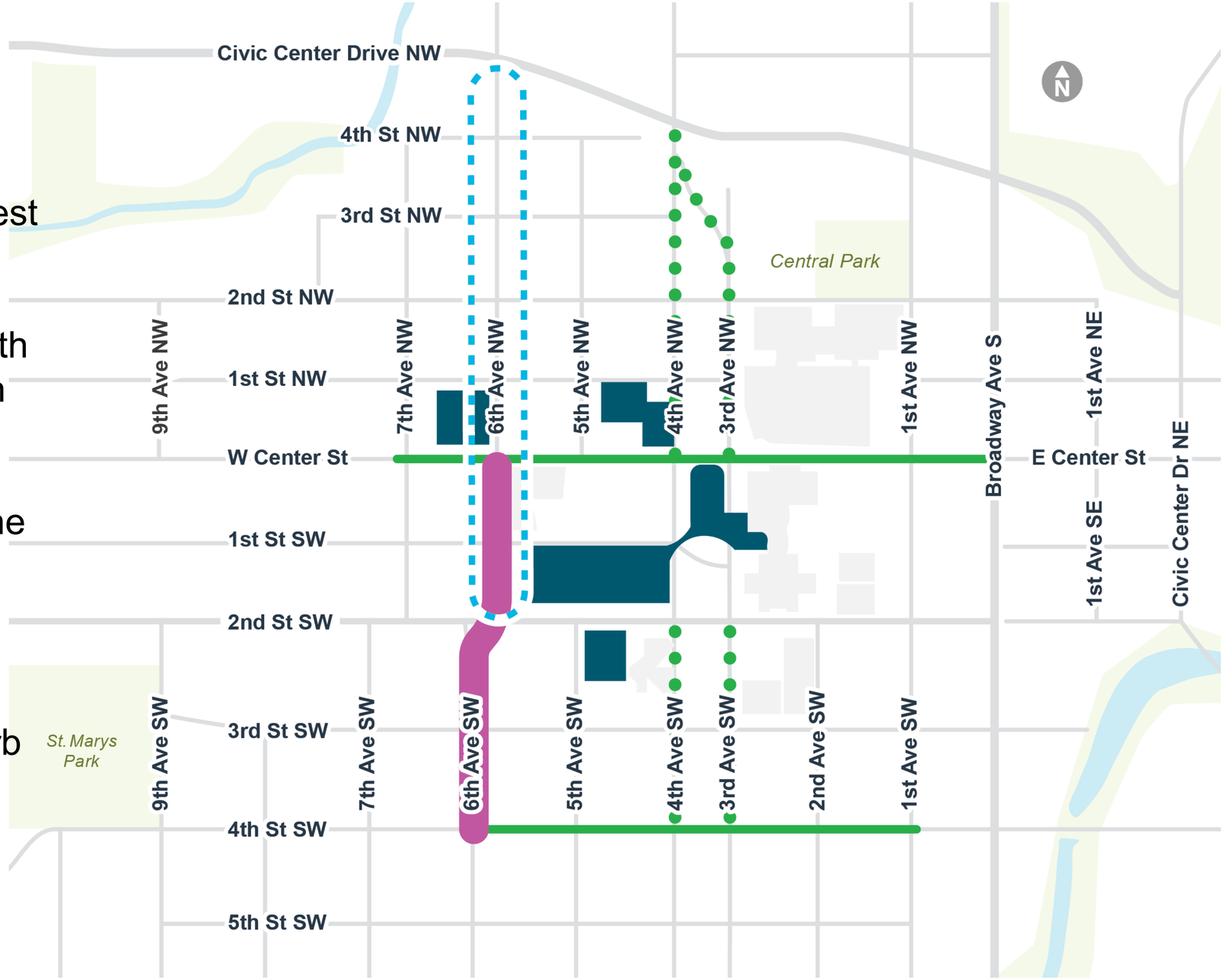


Reconnecting the Mobility Network
2ND Ave SW/Annenberg Plaza
Center St to 3rd/4th Ave Bikeways

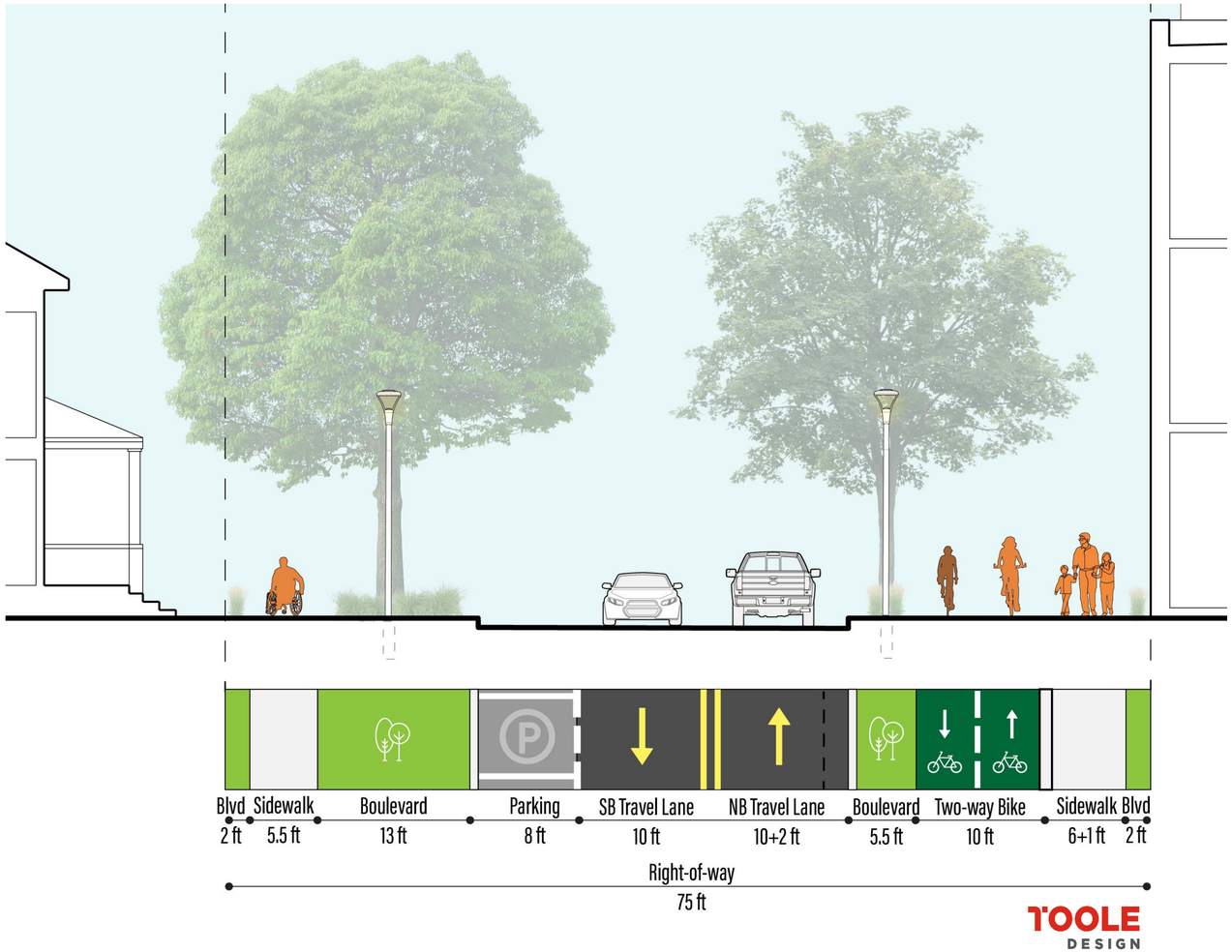


6th Avenue South Option:

- Provides a north/south option on the west side of downtown.
- When connected to the "Reimagining 6th Avenue" project, this cycle track will run from Civic Center Drive to 4th St SW.
- Extensive boulevard work needed on the East side of 6th Avenue.
- Requires signal modifications.
- No proposed alterations to the west curb line.
- The hill on 6th Avenue may be challenging for some riders.
- Implementation 2029 or later



Reconnecting the Mobility Network
6th Ave W
From 2nd St SW to 4th St SW





Next Steps

1. Council provides direction
2. Staff further refine corridor specific timelines
3. Staff finalize plans and coordination
4. Implement plans

Reconnecting the Mobility Network

PROJECT REPORT

CITY OF ROCHESTER

Our Team

City of Rochester

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Steve Sampson Brown
Mike Collins
Dillon Dombrovski
Sam Budzyna
Matt Lynch

Project Partners

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Consultants

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Jaz Warren, Toole Design
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Jeff Held, Strand Associates
Zach Simpson, Strand Associates
David Gable, Gamble Associates
Antonia Medina Abell, Gamble Associates

CITY OF ROCHESTER

DMC Destination Medical Center

TOOLE DESIGN · WIGGEN CONSULTING · STRAND ASSOCIATES® architecture urban design · GAMBLE ASSOCIATES

City Council

On November 18, 2024, City Council adopted a resolution to vacate sections of 3rd and 4th Avenue. The vacation agreement allows for up to $480,000 (or $60,000 per block) to replace the north/south bike lanes lost due to the street vacation.

Contents

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Section 3: Engagement 24

SECTION 1

Summary



Introduction

Bold Forward and Unbound in Rochester (BRUiR) is a major medical campus expansion for Mayo Clinic.

Bold Forward and Unbound in Rochester (BRUiR) is a major medical campus expansion for Mayo Clinic. The Mayo Clinic's campus expansion project prompted a request to the City of Rochester to vacate several public right-of-way sections, including portions of 3rd Avenue SW and 4th Avenue SW south of Center Street and north of 2nd Street SW. The City Council approved vacating the right-of-way in late 2024. The resulting outcome impacted the roadway network and bike lanes, eliminating a continuous north/south route through the downtown.

Facilitating and encouraging transport by using micromobility (bicycle, e-bicycle, cargo bike, scooter, e-scooter, skateboard) leverages more efficient use of the transportation system, helps manage vehicular traffic and contributes to a more livable and affordable community.

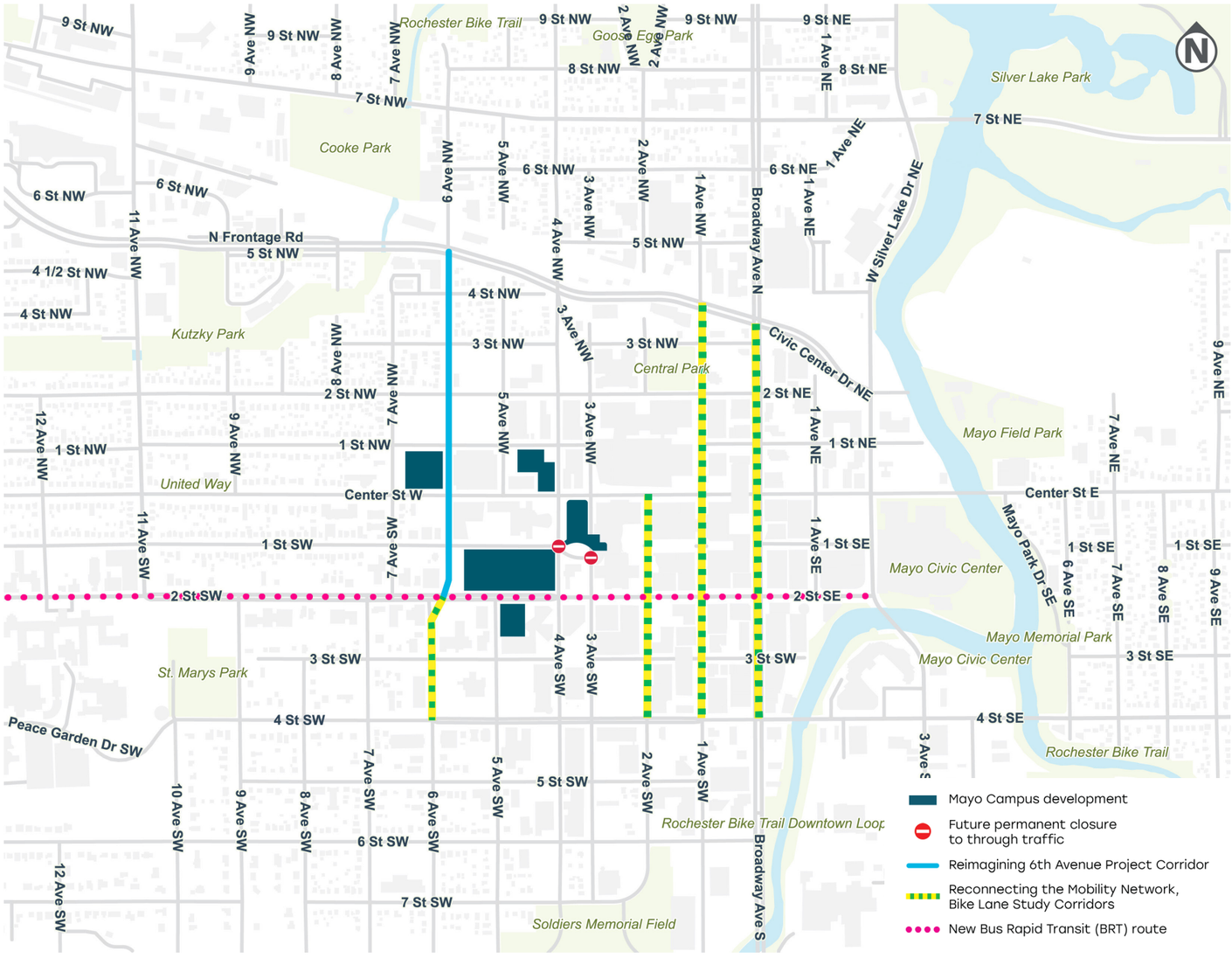
This project was initiated to identify opportunities for reconnecting the mobility network to provide north/south bicycling facilities through downtown.

Study Corridors for Reconnecting the Mobility Network

This project initially identified three corridors to be explored for reconnecting the bicycle mobility network:

- Broadway Avenue
- 1st Avenue W
- 6th Avenue W

In December 2025, the City Council formally requested to explore a fourth corridor concept along 2nd Avenue W through Annenberg Plaza.



Reconnecting the Mobility Network | Project Map

Corridor Viability Considerations

The following assessments are based on the team's review of design constraints.

- **Broadway** is not a viable candidate for reconnecting the mobility network in the near-term. Further study and more costly reconstruction would be needed to incorporate protected bikeways due to the high traffic volume and existing roadway design.
- **1st Avenue W** could incorporate a protected bikeway in the near term to provide connections from Center Street to 4th Street SW, and over time could provide a continuous route from Soldiers Field to Civic Center Drive. Bicyclists would share the lane with motor vehicles through the recently reconstructed Peace Plaza segment (2nd Street SW to Center Street).
- **2nd Avenue W** through Annenberg Plaza requires participation and approval from Mayo Clinic for a protected bikeway to be constructed through the plaza. Bicyclists would need to share the lane with vehicles on the remaining portions of the corridor.
- **Reimagine 6th Avenue W** is proposed to include a protected bikeway from Civic Center Drive to 2nd Street SW. South of 2nd Street SW to 4th Street SW, a protected bikeway could be implemented to provide continuous connection to the existing bike lanes on 4th Street SW.

Project Timeline

Implementing these improvements in phases will likely be necessary, prioritizing segments that connect existing facilities will likely be completed first.

Route Options and Tradeoffs:

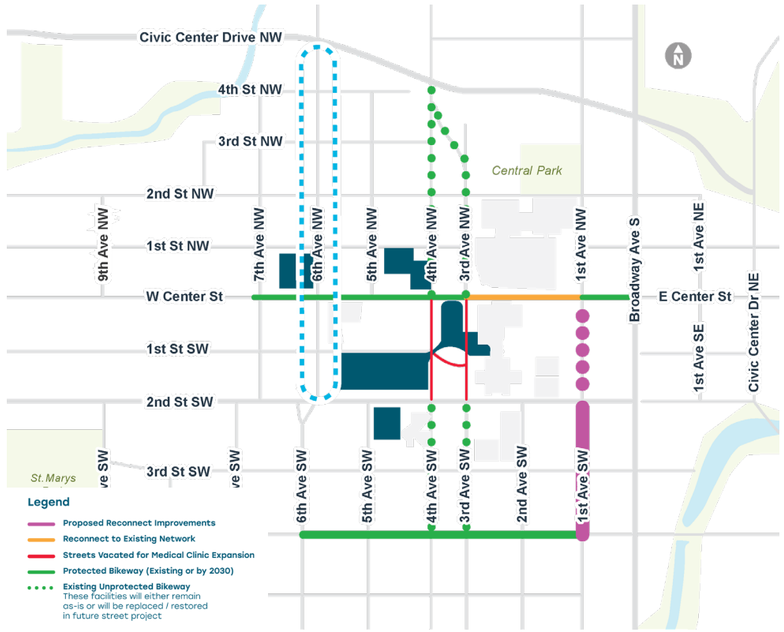
Several variations of route options for All Ages and Abilities (AAA) near, but west of, Broadway have been identified and are shown on these maps as 1st Avenue - Options A, B and C, 2nd Avenue - Option and 6th Avenue - Option.

The table below was assembled to help identify key characteristics and potential trade-offs between routes along 1st Avenue W and 2nd Avenue W/Annenberg Plaza.

TABLE 1: ROUTE TRADEOFFS

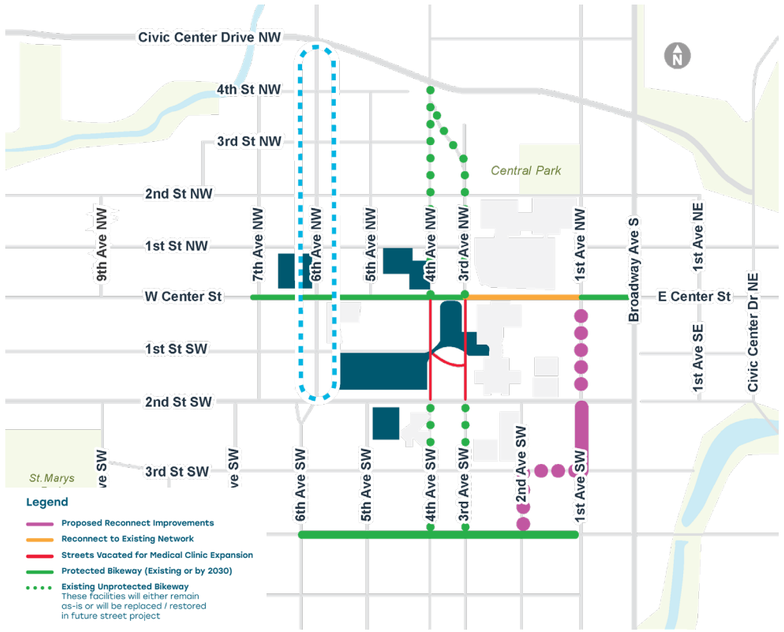
Characteristics	1st Ave W	2nd Ave W
Replica Data, Use	**Higher Use**	N/A
Lime Data, Use	**Higher Use**	N/A
On Bicycle Master Plan	**Yes**	**Two Blocks** (from 2nd St SW to 4th St SW)
Will be a Protected Bikeway	**Yes** (not through Peace Plaza)	**One Block** (between 2nd and 1st St in Annenberg Plaza, otherwise shared lanes with vehicles)
Commerce or Business Access	+++	+++
Residential Density	+++	+++
Reconstruction Costs	$$$	$$$
Retrofit or Minor Construction Costs	$$$	$$$
Changes to On-Street Parking	**Yes**	**No**
Route Continuity & Directness	**More**	**Less**
Valet Service / Frequent Vehicle Drop-off or Pick-up	N/A	**Yes**
Opportunity to Reduce Existing Pedestrian Safety Conflicts	**Higher**	**Lower**

1st Avenue - Option A



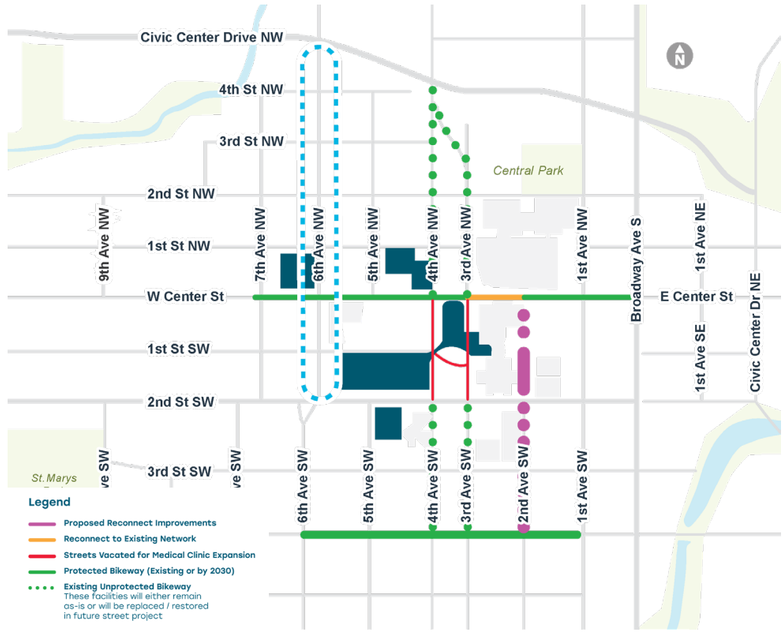
Reconnecting the Mobility Network | Route Option A Map

1st Avenue - Option B



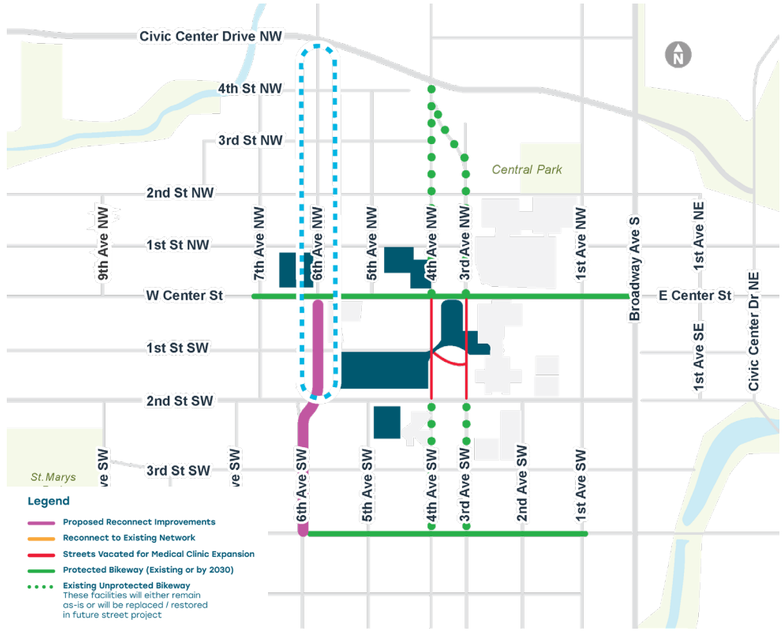
Reconnecting the Mobility Network | Route Option B Map

2nd Avenue - Option



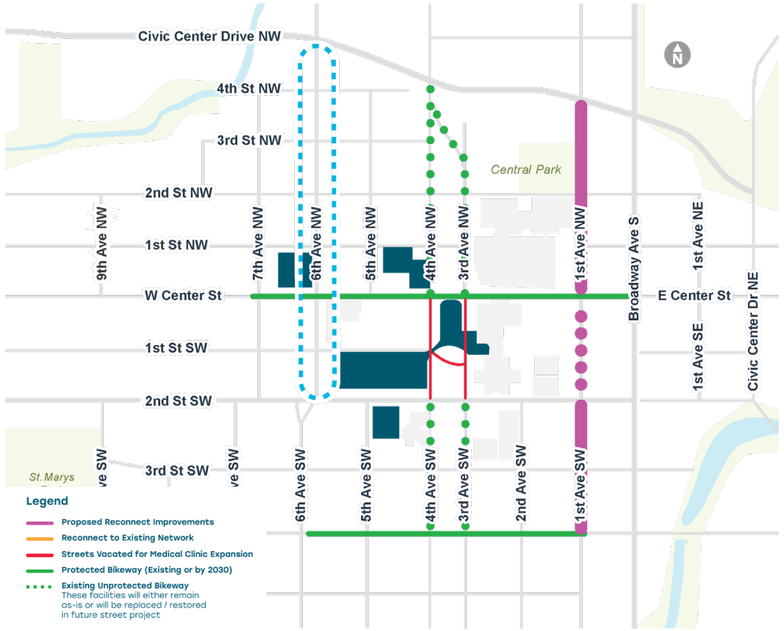
Reconnecting the Mobility Network | Route Option C Map

6th Avenue - Option



Reconnecting the Mobility Network | Route Option D Map

1st Avenue - Option C



Reconnecting the Mobility Network | Route Option E Map

Option Summaries

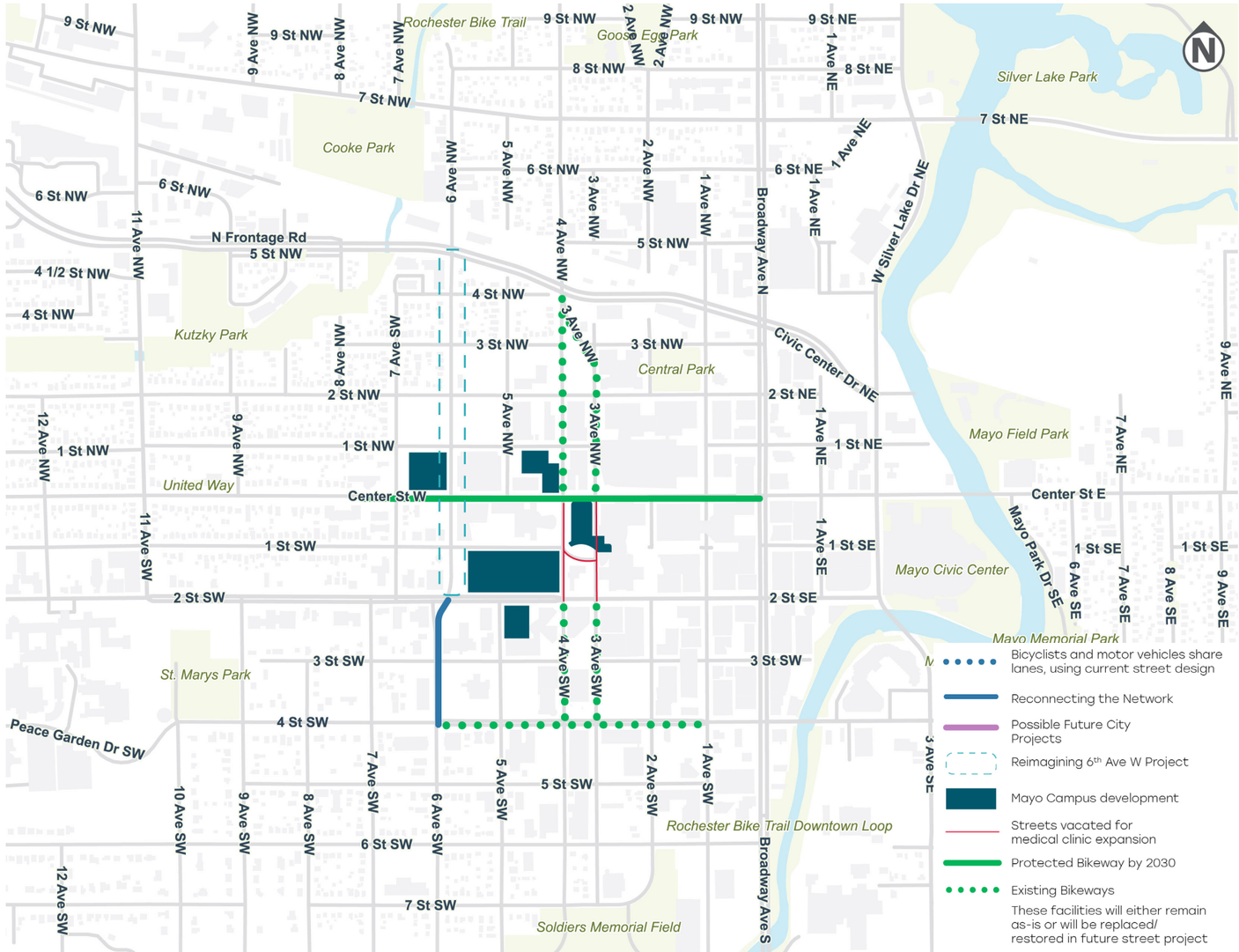
6th Avenue W:

This corridor is slated for reconstruction from Civic Center Drive to 2nd Street SW. The Reimagining 6th Avenue W concept design includes a two-way protected bikeway along the east side of the corridor. Between 2nd Street SW and 4th Street SW, a separate project would need to be programmed to fully connect the protected bicycling network to the existing bicycle lanes on 4th Street SW. This segment would require partial reconstruction of the east side of the roadway and is recommended for implementation.

Pedestrian and Bicycle Advisory Committee (PBAC) also made a recommendation to support a protected bikeway on 6th Avenue W to include reconnecting the bicycling network with a protected bikeway from 2nd Street SW to 4th Street SW. They recognized the hill from 2nd Street SW and 4th Street SW may not meet a strict definition of an All Ages and Abilities facility, yet it provides a critical connection that would be used by bicyclists.

A more budget friendly option for this street can also be implemented. This would require primarily re-striping the street to provide ride with traffic bike lanes - similar to what currently exists on 3rd and 4th Avenue.

Extend Bikeway on 6TH Avenue W



Reconnecting the Mobility Network | 6th Avenue W Map

6TH Avenue West
Proposed Concept



Reconnecting the Mobility Network | Proposed 6th Avenue W Cross Section



1st Avenue W:

PBAC did not have a specific recommendation for the route closer to Broadway but did agree that either 1st Avenue W or 2nd Avenue W should also be implemented with an All Ages and Abilities bicycle network.

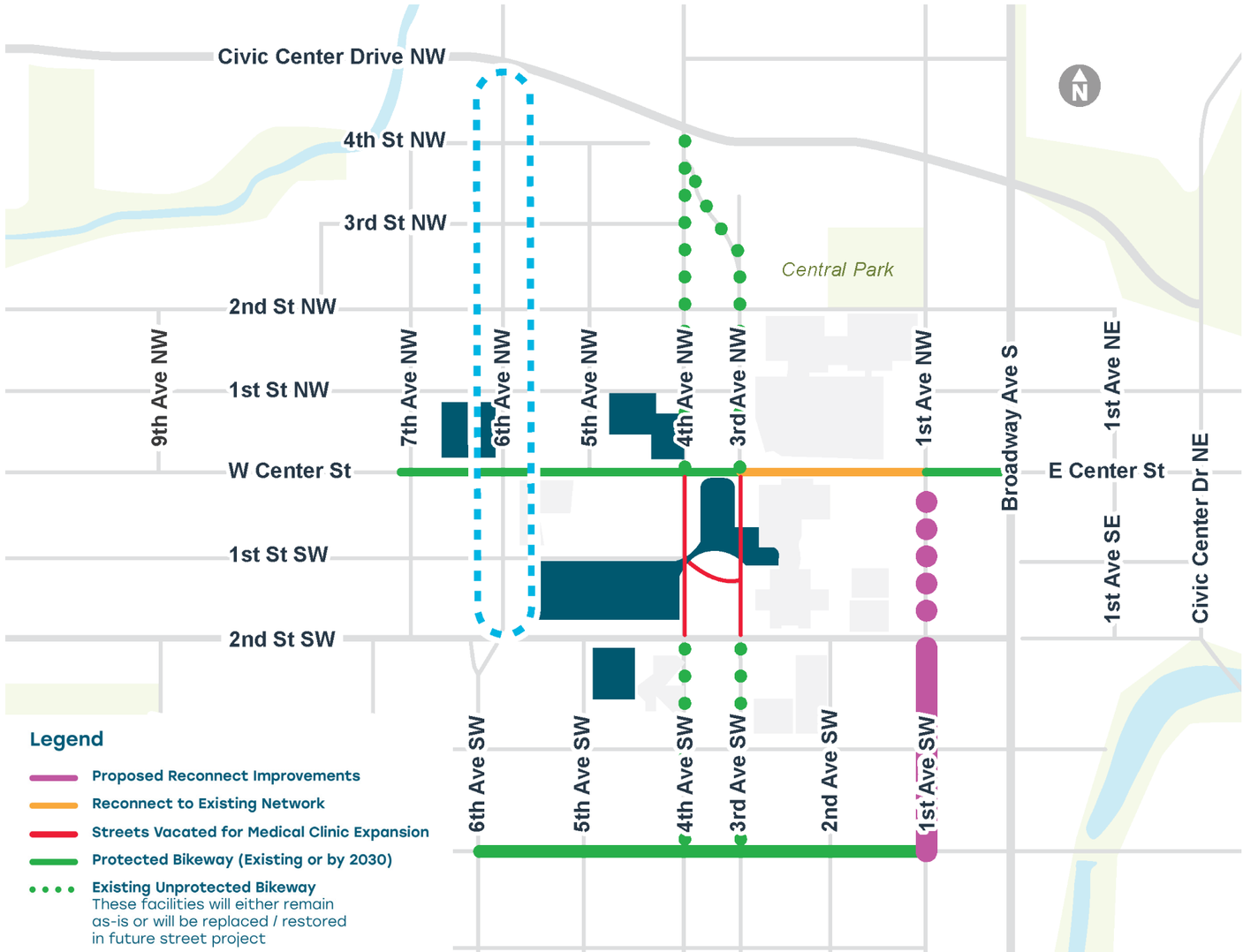
Route: 1st Avenue W

1st Avenue W poses the best opportunity to provide a separated and protected cycle track while activating store fronts and creating a sense of place along the corridor. The initial concept for the corridor included converting angled parking to parallel parking on both sides of the roadway. After hearing concerns from businesses along the corridor the project team developed an alternative that retains most of the angled parking on the east side and converts the west side parking to parallel, thereby reducing the impacts to vehicular parking.

This alignment could provide a continuous route from Soldiers Field to across Civic Center Drive with the majority being a protected bikeway. The alignment is consistent with the adopted Active Transportation Plan and could eventually be connected to the protected facilities on Broadway at 5th Street N via 1st Avenue W, north of Center Street.

University of Minnesota Rochester (UMR) is has also proposed an expanded footprint in downtown Rochester. The new UMR proposal includes a new student housing complex at the south end of 1st Avenue near Soldier Field that will house over 1000 students. This development along with other private residential developments highlights the importance of alternate modes of transportation in this space.

1st Avenue - Option A



Reconnecting the Mobility Network | Route Option A Map

1ST Avenue West

Proposed Layouts







LEGEND

- BITUMINOUS ROADWAY
- SIDEWALK
- BIKEWAY
- COLORED CONCRETE
- BIKEWAY BUFFER PAVEMENT MARKING
- LANDSCAPING / TURF
- FIRE LANE
- WORK BY OTHERS
- SIGNALIZED INTERSECTION

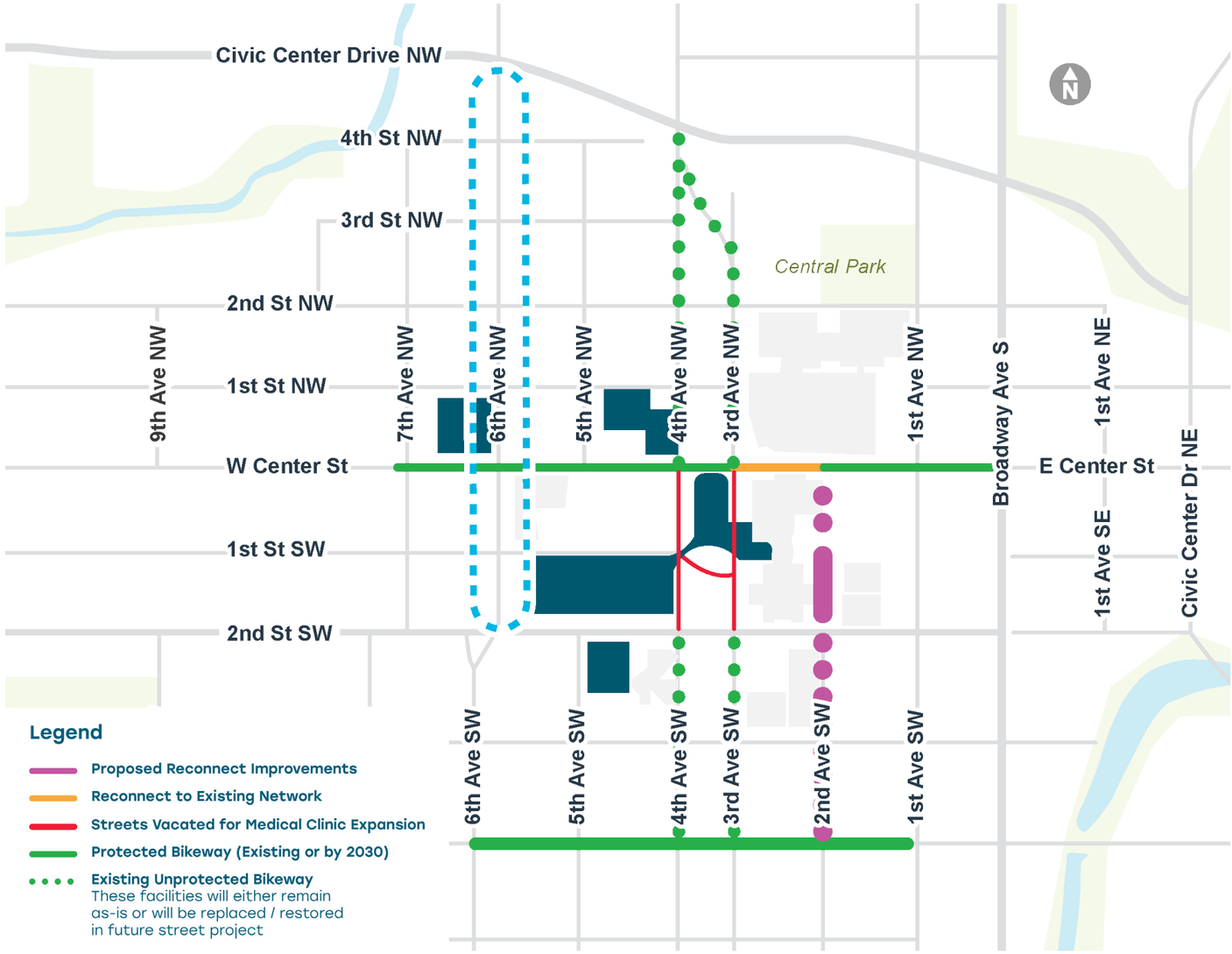
Route 2nd Avenue W/Annenberg Plaza:

The City has control over much of this corridor, but not the portion between 2nd Street SW and Center Street, also known as Annenberg Plaza. South of 2nd Street SW, the existing roadway design can accommodate bicyclists sharing lanes with motor vehicles since speeds and volumes are sufficiently low. However, the intersections with cross streets would need further review to determine whether modifications would be needed.

If feasible, 2nd Avenue W/ Annenberg Plaza can be implemented to include a protected bikeway between 2nd Street SW and the cul-de-sac at the former 1st Street SW alignment, this alternative can provide a connection in lieu of 1st Avenue W. A future protected bikeway along the north side of Center Street could then serve as an east/west connection to other routes that would extend north across Civic Center Drive.

This option is not immediate, however. Mayo Clinic is currently using this space as a one way south bound through street in the space that used to be Annenberg Plaza. This means that the concept plan described above cannot be implemented prior to 2030 when the Annenberg Plaza area is converted back into a plaza from a southbound through street. Due to its nature as a plaza, this option might be costly since it involves a reconstruction of that space.

2nd Avenue - Option



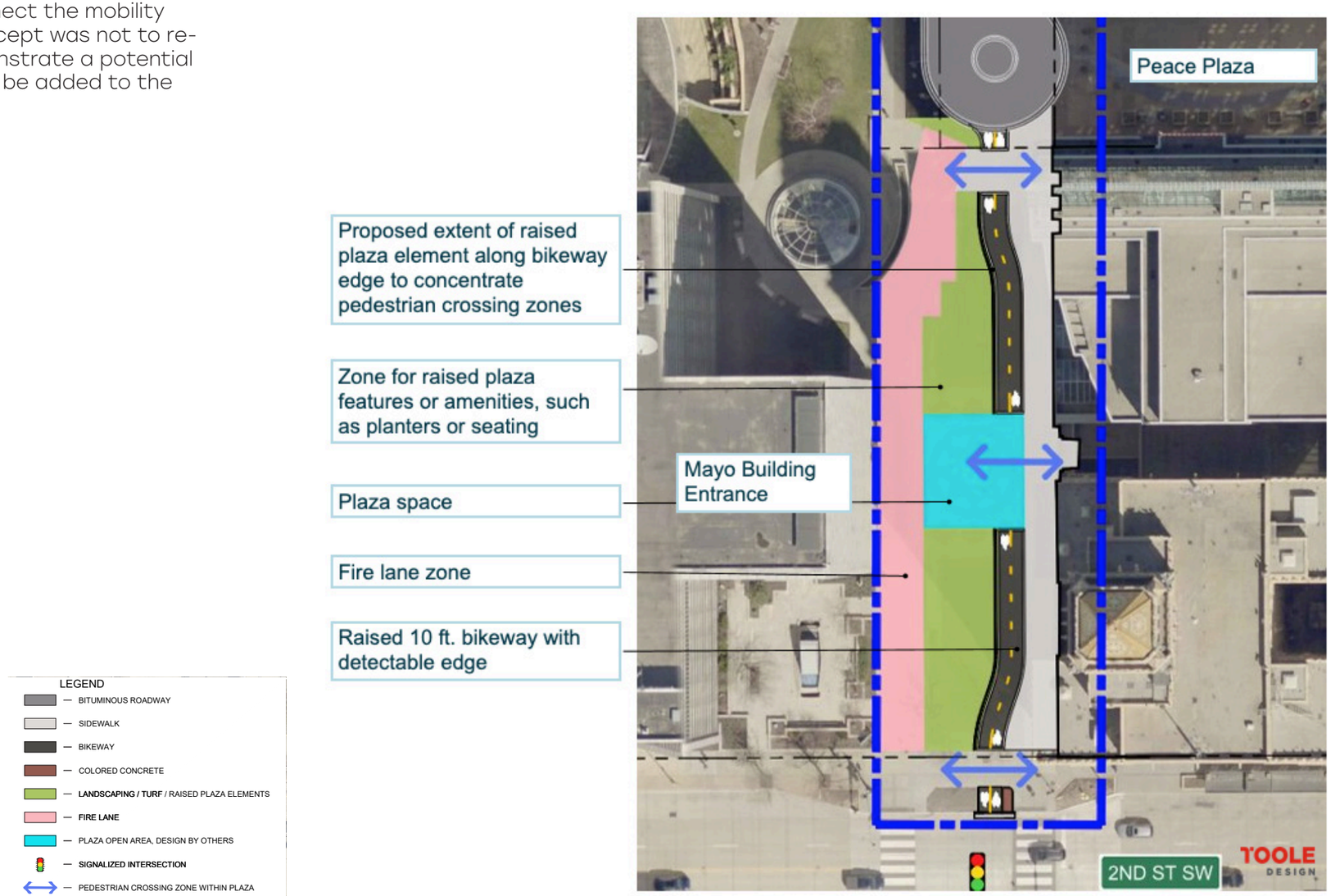
Reconnecting the Mobility Network | Route Option C-1 Map

Concept Design 2nd Avenue SW:

In December 2025, the City Council requested a concept for how 2nd Avenue W could be used to reconnect the mobility network. The intent with developing a concept was not to re-design the plaza and details, but to demonstrate a potential option for how a protected bikeway could be added to the space.

2ND Avenue West

Alternative A



SECTION 2

Project Background



Project Context

Transformational Change Underway

Rochester continues to grow as a major regional center and destination for medical care. The city has long been a center for innovation, healthcare, technology, and continuous improvement. Today, major change is occurring in and around the downtown, driven by major investments in the medical campus.

Mayo Clinic's Bold Forward Unbound in Rochester (BFUiR) initiative and campus expansion, announced in 2023, are reshaping the scale and character of several city blocks. This project also results in the closure of through traffic on 3rd and 4th Avenues, changing travel patterns, including bicycle access through downtown.





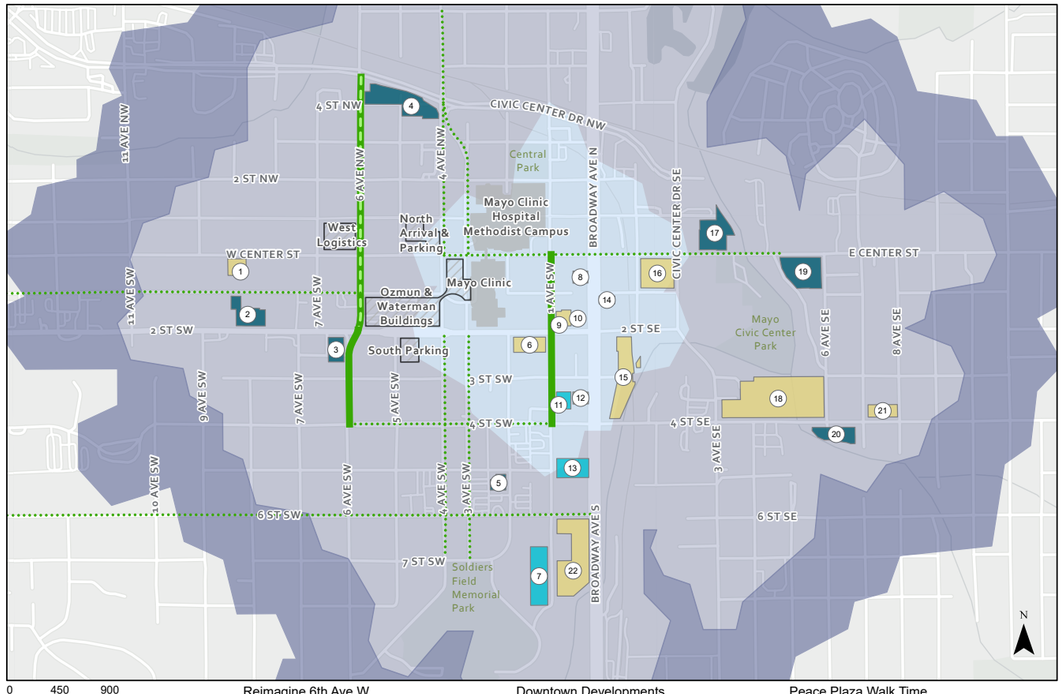
Changes in and around the downtown are ongoing and include:

- Redevelopment of underutilized properties is ongoing, with more than 1,500 new multi-family housing units expected in the next few years.
- A new Bus Rapid Transit service, Link BRT, on 2nd Street S is under construction and will provide frequent and convenient bus service between West Transit Village (near West Circle Drive) and the Downtown Waterfront Area (future station at 3rd Avenue SE and 6th Street SE).
- The Destination Medical Center initiative and City of Rochester continue to invest in the medical economy to solidify Rochester as a destination for world class medical care. Mayo Clinic is in the process of a major medical campus expansion featuring world class facilities.
- Larger scale buildings and a new skyline are redefining the edge of the medical campus and modifications to the roadway network have changed options for traveling across the downtown area.
- Reinvestment in aged and undersized utilities is underway to support the service needs of a growing downtown and will be ongoing for the next few years. These projects are combining underground utility replacements with street reconstruction and public realm investments.
- The 6th Avenue West corridor, from Civic Center Drive to 2nd Street SW, is now one of only two remaining north/south corridors between Broadway and 11th Avenue W, that provide a continuous connection from Soldiers Field Park on the south to points north of Civic Center Drive.

These changes are implementing the general vision set forth in the Destination Medical Center (DMC) initiative – to cement Rochester as a destination for world class medical care. Planning for major investments started about ten years ago and included setting a vision, projecting new building investments and identifying infrastructure to support a growing, vibrant, livable, and walkable downtown. Planning was led by different agency partners. Key partners include the City of Rochester, Mayo Clinic, DMC, and Olmsted County. Key infrastructure to support expanding the medical campus, employment, and local economy infrastructure includes:

- Essential utilities and upgrades
- Multimodal transportation
- Public space improvements and activation as incorporated into projects and including Discovery Walk and Peace Plaza

In alignment with previously established goals and a vision for the greater downtown area, redevelopment with more compact growth and residential density is also underway. Major investments are drawing interest in more reinvestment.



Reconnecting the Mobility Network | Development Sites Map

Map #	Label	Use Type	Est Units	Construction Start Est	Construction End Est
1	Hands of Compassion Ministry	Housing	7	N/A	N/A
2	Mayflower (Gerrard)	Market Rate Housing	130	Aug 2025	Mar 2027
3	Citywalk	Housing	343	Aug 2025	Mar 2028
4	Loom (Onward Project)	Affordable Housing	280	May 2027	Mar 2029
5	The Klimpt	Market Rate Housing	80	Jun 2026	Oct 2027
6	201 Building	Mixed Use	N/A	Mar 2028	Mar 2030
7	First & Banks	N/A	N/A	N/A	N/A
8	Michael's Site (Titan Development)	Mixed Use	N/A	Mar 2027	Oct 2028
9	First on Second Tower	Mixed Use	N/A	Jun 2027	Jun 2029
10	Olmsted County Bank building	Hotel	14	Jun 2026	Dec 2027
11	318 Commons	N/A	N/A	N/A	N/A
12	311 Commons	Mixed Use	143	Aug 2025	Mar 2027
13	The Maven on Broadway	N/A	N/A	N/A	N/A
14	102 Broadway (Post Office)	Hotel	N/A	Sep 2027	Mar 2029
15	Riverfront West	Mixed Use	N/A	Jun 2028	Jun 2031
16	Post Bulletin Site	Mixed Use	N/A	Aug 2027	Feb 2029
17	Sherman	Housing	319	May 2026	Mar 2028
18	Riverfront East	Mixed Use	350	Jun 2027	Nov 2029
19	Riverside Apartments	Housing	200	Apr 2027	Nov 2027
20	Lincoln Ave Communities	Affordable Housing	146	Aug 2026	Feb 2028
21	Eastside Apartments	Housing	36	N/A	N/A
22	Future UMR Student Housing	Student Housing	N/A	N/A	N/A

Reconnecting the Mobility Network | Proposed Residential Development Projects

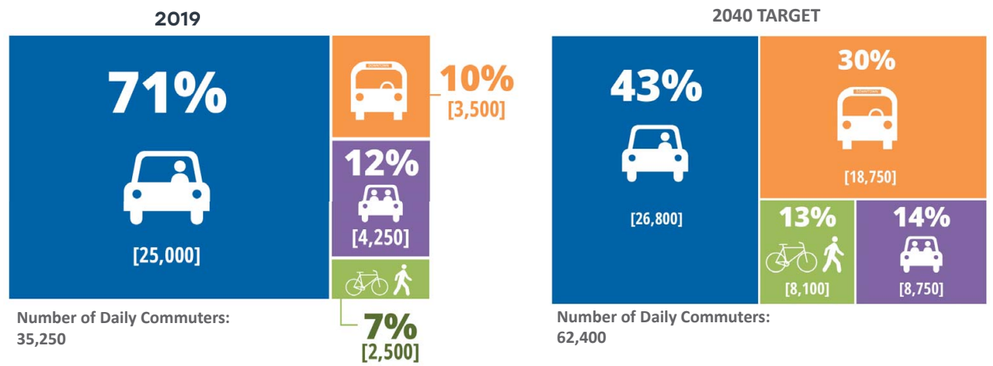
Transportation Solutions are Comprehensive and Multimodal:

The City Comprehensive Plan, Downtown Development Plan, DMC Plan all envision and support a more dense, vibrant downtown with more residential population and employment. This supports downtown businesses and contribute to an active city center beyond M-F 7-5, to expanding into evenings and weekends year-round.

The DMC Plan, Integrated Transit Studies, and City Comprehensive Plan assessed transportation needed to support projected growth and development in the community, and downtown area specifically. Studies identified solutions that are comprehensive and holistic, not based on a single development, but on the totality of development that was projected. These studies evaluated existing roadways, vehicle capacity constraints, travel patterns and options for moving more people in and out of the downtown. Solutions are multimodal and require investments to expand transportation options and make active modes more convenient, safe and comfortable. Link BRT was identified as a key investment and is currently under construction. Comprehensive solutions identified a need to reduce single occupancy vehicle (SOV) commuters, and included the following categories of strategies to achieve modest adjustments over time:

- Travel Reduction/Travel Management Program
- Parking Investment
- Transit Service Investment
- Street Investment
- Active Transportation Investment

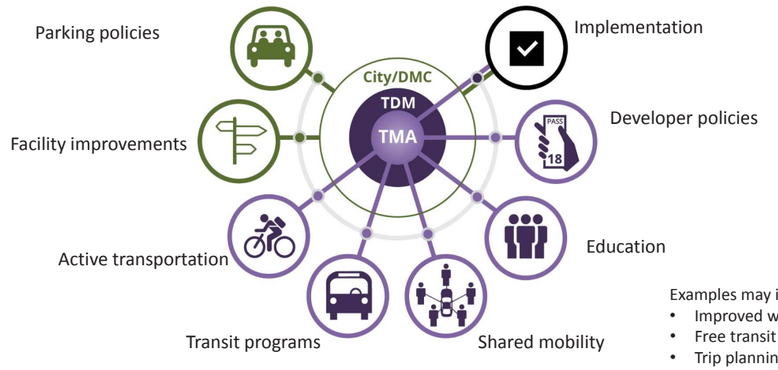
REDUCE SOV COMMUTERS INTO DISTRICT



HOW CAN THIS BE ACHIEVED?

- Provide Options
- Add Density Downtown
- Manage Parking Demand

TRAVEL REDUCTION / TDM STRATEGIES



Examples may include:

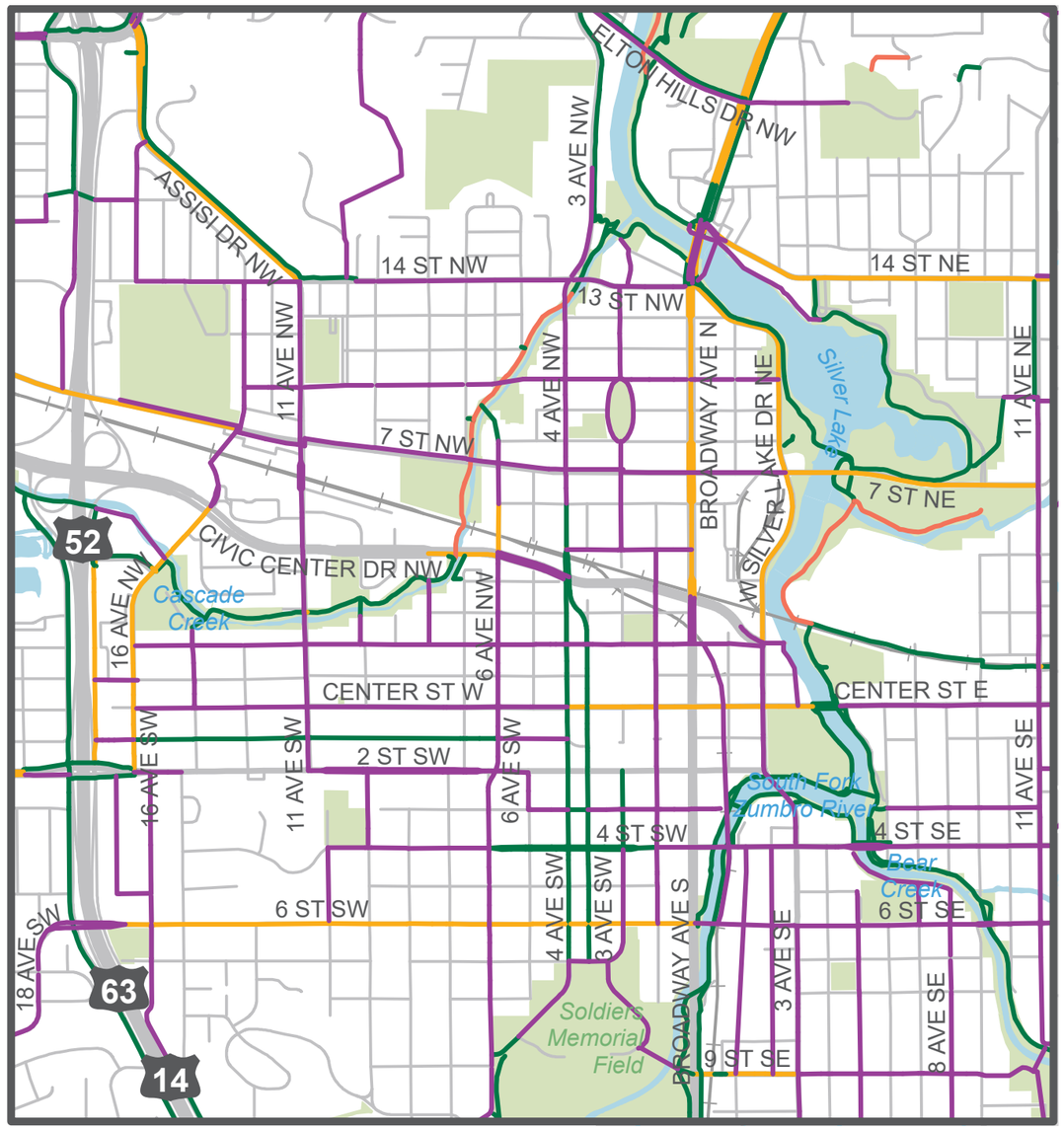
- Improved wayfinding
- Free transit passes
- Trip planning & ride matching
- On-site showers & bike parking
- Guaranteed ride home

**A Transportation Management Association (TMA) is an organized body that facilitates and encourages alternate modes of transportation that are defined in a Transportation Demand Management (TDM) strategy.*

Neighborhood Mobility Considerations

Bicycle Master Plan

Adopted Definition of All Ages and Abilities Bicycle Facility: Bicycle trails and on-street lanes designated to be comfortable to a range of bicyclists, including children, seniors, women, people with disabilities, people moving goods or cargo, people of color and low income riders.



CITY OF ROCHESTER ACTIVE TRANSPORTATION PLAN

BICYCLE FACILITIES

- Existing facility, sufficient
- Existing facility, repaving potentially needed
- Existing facility, AAA upgrade potentially needed
- Planned AAA Facility

Reconnecting the Mobility Network | Bicycle Network

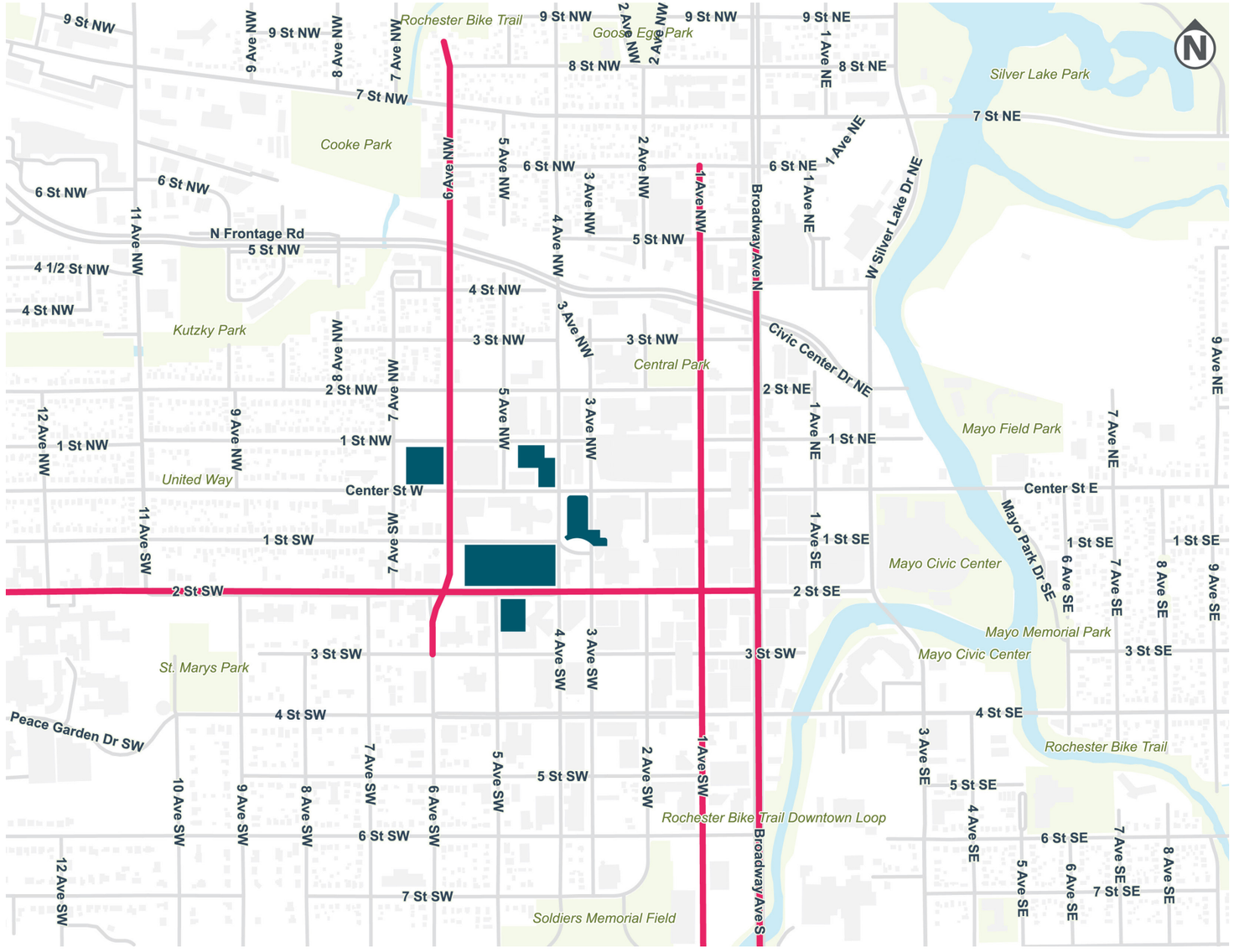
0 1 2 MILES

N

MnDOT High Injury Network

Vulnerable Road Users

6th Avenue West is on MnDOT's High Injury Network for Pedestrians and requires safety improvements.



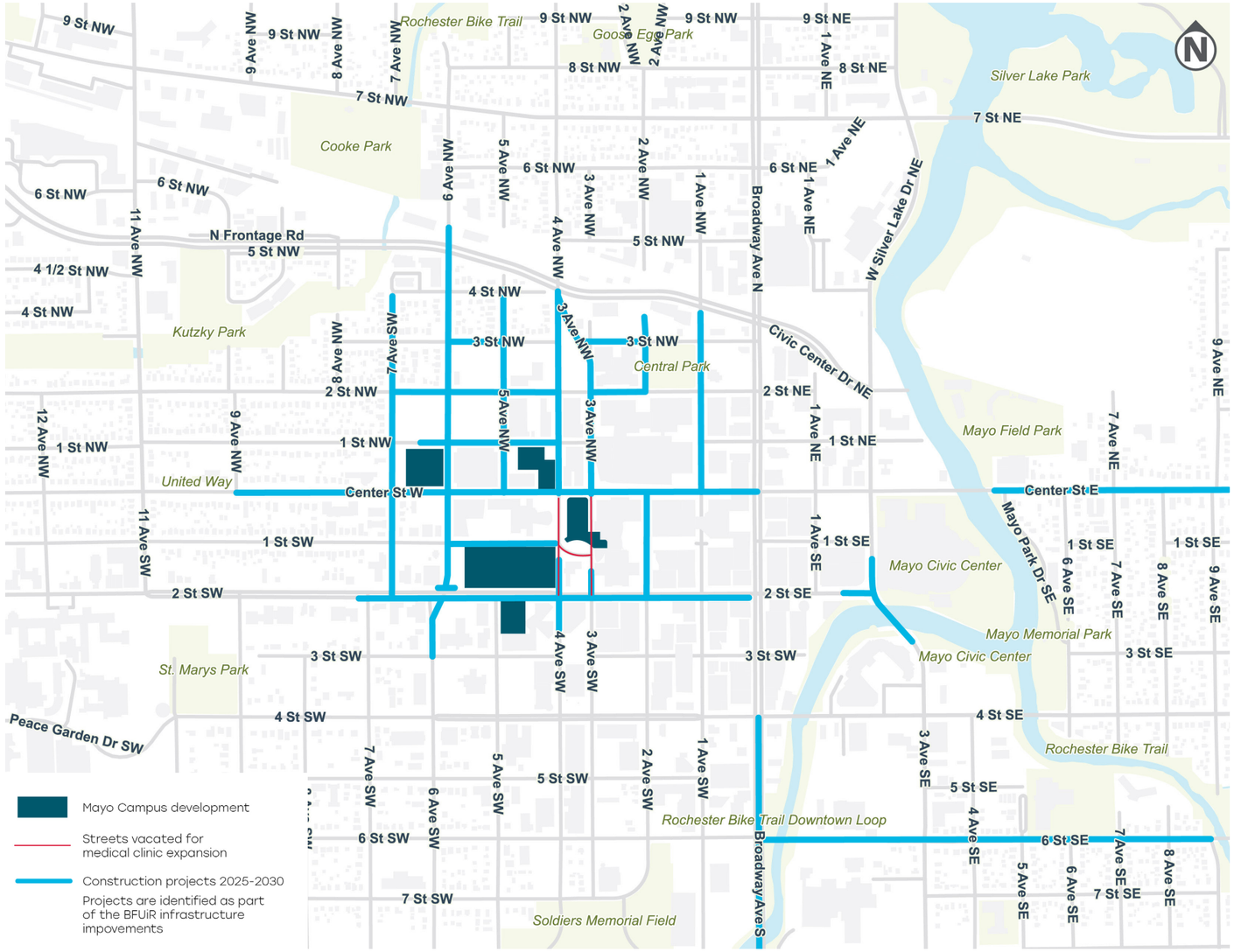
Mayo Campus development

MnDOT Vulnerable Road User High Injury Network, Pedestrian + Other

Reconnecting the Mobility Network| MnDOT High Injury Network

Potential Street Construction Projects through 2030

Many downtown streets will be subject to construction through 2030 as part of utility upgrades and street reconstruction projects to support the expanding medical campus.
The volume of street reconstruction projects in the downtown between now and 2030 needs to be taken into account when considering how, where, and when to reconnect the bicycling network through downtown. Underground utility improvements and service upsizing to support the new medical complex will result in many streets being reconstructed. These projects impact options, and timing, for reconnecting the network for people traveling by bicycle or scooter.



Reconnecting the Mobility Network | Route Option C-1 Map

The Benefits of Downtown Protected Bike Lanes

Economic Opportunities for Businesses

1 Bicyclists Generally Spend More Than Drivers...



The amount of retail sales generated by bike parking is 3 times that of car parking on a per square foot basis.[1]

Bicyclists and walkers, on average, spend similar amounts or more, and make more trips than those using automobiles at local retailers.[2]

In Portland, bicyclists spent more per month than drivers, particularly at bars and convenience stores.[3]



...Which Benefits Downtown Businesses, Retailers, and Restaurants... 2

A review of 23 studies in the US and Canada found that the installation of bicycle or pedestrian facilities generally has positive or non-significant economic impacts on retail and food service businesses, though bicycle facilities might have negative impacts on auto-centric businesses.[4]



Salt Lake City

After protected bike lanes were installed, retail sales rose higher than the city average and the majority of businesses were supportive of protected bike lanes.[5]

Memphis, Minneapolis, and Seattle

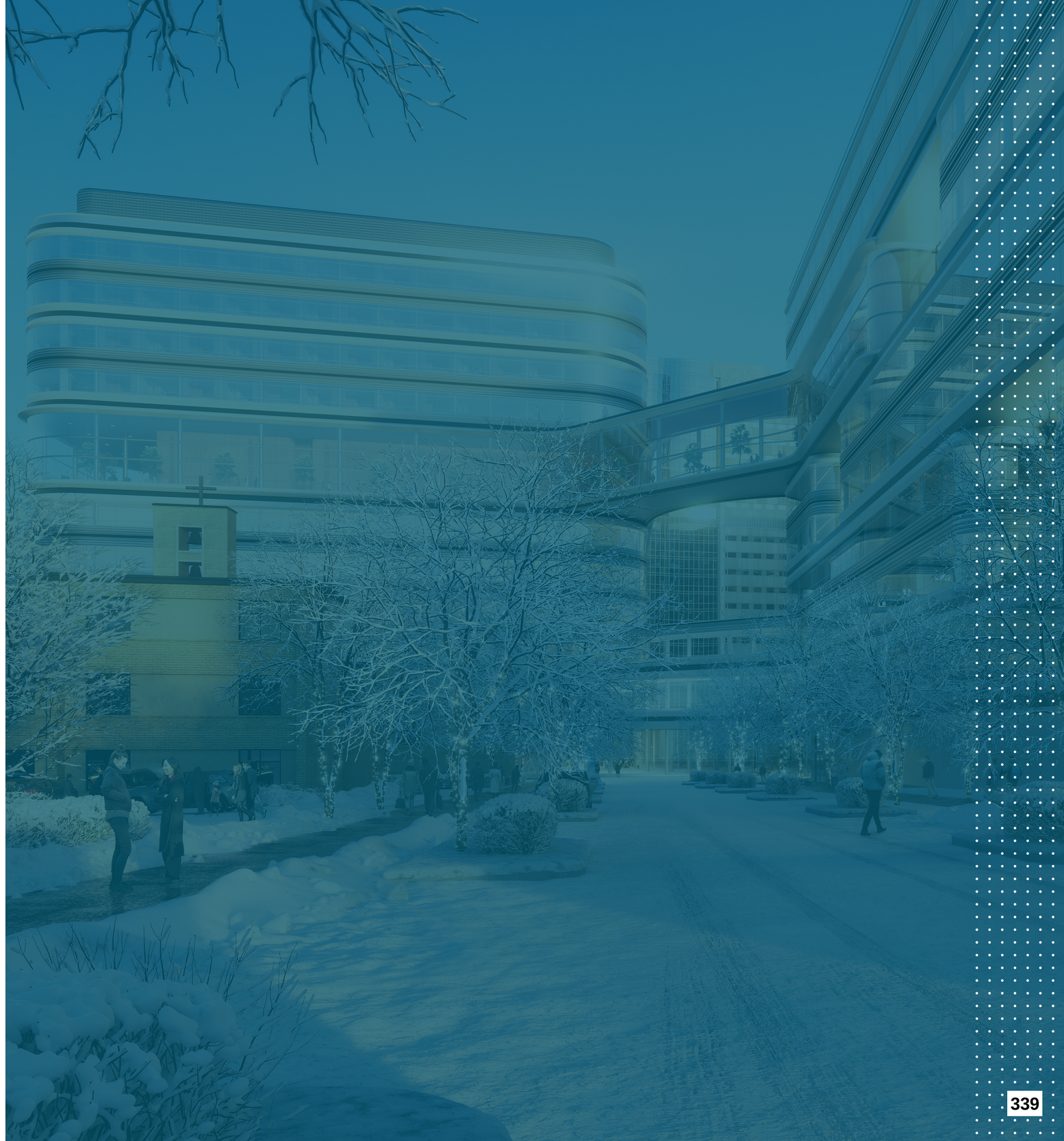
The food service industry benefited the most from bike lanes, even where motor vehicle or parking lanes were removed.[6]

148% Increase in assessed value of parcels within 500 ft of the Indianapolis Cultural Trail after it was installed.[7]

49% Increase in retail sales at locally-based businesses after the installation of protected bike lanes on 8th and 9th Avenues in Manhattan, New York.[8]

SECTION 3

Engagement



Engagement Summary

The project team implemented several methods to gather feedback on features the community would like included in the corridor, including project specific engagement as well as drawing on feedback provided from recent engagement on other projects in the downtown area.

Features people expressed a desire for include:

- Safe pedestrian crossings
- Pedestrian-first design
- Design with accessibility in mind – design for the comfort of the most vulnerable users
- Separated bike lanes
- Traffic calming measures
- Greenspace, landscapes and mature trees in the neighborhood

Summary reports are available from City Administration for Phase I and Phase II engagement for the Reimagining 6th Avenue W and Reconnecting the Mobility Network joint outreach.

Round One & Two Engagement Snapshot Sept. - Nov. 2025

22 Engagement Activities

6 Open Houses

2 Site Visits

Business door knocking on 3 corridors
35 doors

Online survey

2 neighborhood meetings

Business and property owner meeting
21 meetings

KEY THEMES

Re-Imagining Sixth Ave. W

- Design concept incorporated safe pedestrian crossings, accessibility, a ped-first design, traffic calming measures and protected bike lanes
- Wide support for Sixth Ave. W vision

Reconnecting the Mobility Network

- Wide support for Sixth Ave. W and First Ave. W as north-south bike routes
- Concerns over parking reductions, intersection design and managing deliveries on First Ave. W
- Desire for ongoing communication and coordination with businesses and key stakeholders.

ACTIVITIES

- **Business door knocking**
  First Ave. W, Historic Third St., Broadway Ave
- **DMC Transportation Group virtual meeting**
- **Kutzky Park Neighborhood meeting**
  United Way
- **We Bike Rochester virtual meeting**
- **Virtual public meetings**
- **Historic SW Neighborhood meeting**
  The Edison
- **Public meeting**
  Pasquale's Pizza, City Hall, Spyhouse Coffee and Well Living Lab
- **Corridor bike ride**
- **Corridor walk**
- **Pata De Perro pop-up**
- **Business and property owner meeting**
  Well Living Lab

Destination Medical Center (DMC) recently commissioned a study engaging the Kutzky Park neighborhood to help inform a vision for the public realm.

Themes from this initiative include:

Destination Medical Center (DMC) recently commissioned a study engaging the Kutzky Park neighborhood to help inform a vision for the public realm. Themes from this initiative include:

- An Urban Oasis: Kutzky Park's green, leafy character is not just preserved but celebrated and expanded.
- Pedestrian Priority: Rochester's streets and public spaces prioritize pedestrian safety and invite you to comfortably stroll.
- A Biking Destination: With a network of bike lanes and amenities, Rochester fosters a stronger culture of biking.
- Vibrant Streets: There's always something new to see, a local business to frequent, and joy to find in the public realm.
- Universal Comfort: Everyone deserves to move freely, comfortably, and effortlessly no matter one's abilities.

Engagement specific to 6th Avenue identified a few concerns, including:

- Potential loss of short-term parking for drop off/pick up or delivery
- Concern large vehicles would not be able to make turning movements
- Changes in travel patterns, traffic and loss of connected bikeways on 3rd Avenue and 4th Avenue W.

Engagement

The project team implemented several methods to gather feedback on features the community would like included in the corridor, including project specific engagement as well as drawing on feedback provided from recent engagement on other projects in the downtown area. Features people expressed a desire for include:

- Safe pedestrian crossings
- Pedestrian-first design
- Design with accessibility in mind – design for the comfort of the most vulnerable users
- Separated bike lanes
- Traffic calming measures
- Mature trees, value for greenspace, landscapes and mature trees in the neighborhood

Summary reports are available for Phase I and Phase II engagement for the Reimagine 6th Avenue W and Reconnecting the Mobility Network joint outreach.

CITY OF ROCHESTER

DMC Destination Medical Center

TOOLE DESIGN

WIGGEN CONSULTING

STRAND ASSOCIATES®

architecture urban design GAMBLE ASSOCIATES

Reimagining Sixth Ave. W and Reconnecting the Downtown Mobility Network Engagement Summary

CITY OF ROCHESTER

Round Two of Engagement November 2025

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- Public Engagement Themes 2
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  - Business Site Visits 14
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Executive Summary

Introduction

Downtown Rochester is experiencing a transformational period in the history of the city. The Bold Forward Unbound in Rochester project (BFUiR) presents opportunities to re-configure streets. Sixth Avenue is an important community corridor that will be reconstructed as new development occurs on both sides of the corridor, serving area neighborhoods and the new Mayo campus buildings.

The BFUiR project also resulted in the permanent street vacation of Third and Fourth Avenues which previously served as North-South bike connections. This project seeks to address two unique opportunities that the BFUiR presents. First, the opportunity to reimagine Sixth Avenue West in its post construction state – as a key mobility connector. Second is the opportunity to reconnect the downtown mobility network. Although these two opportunities are related, they are unique in their goals and have different funding sources making this project both a roadway re-development project, and a biking and active transportation project.

In November of 2025, the City continued community engagement efforts with stakeholders and the community after round one of engagement held in September through October of 2025. Engagement goals this time included revisiting key stakeholders, businesses and residents to build on previous engagement. This time, the team shared design concepts and recommendations for Reimagining Sixth Ave. W and for Reconnecting the Downtown Mobility Network.

Engagement Activities and Stakeholders

The City planned and carried out seven engagement activities in November 2025, including two in-person open houses, a virtual open house, a business/property owner meeting, and direct business outreach. The City also shared engagement event information with neighborhoods previously engaged and presented at the Pedestrian and Bicycle Advisory Committee meeting.

Community and stakeholder feedback will help the design team make adjustments to reconnecting the mobility network and further refine the Sixth Ave. W design concept.

Activity Snapshot

- **Public Meeting**, Spyhouse Coffee, Nov. 4
- **Virtual Public Meeting**, Nov. 5
- **Business/Property Owner Meeting,** Well Living lab, Nov. 6
- **Pedestrian and Bicycle Advisory Committee,** Nov. 10
- **Public Meeting,** Well Living Lab, Nov. 13
- **Business Site Visits** on First Ave. W, and Historic Third St. Nov. 17 and 18

In addition to community engagement, project communications were updated including the project website (Reimagining Sixth Avenue W), handout and informational boards. These updates reflect the iterative process of taking feedback and needing to clearly define these efforts as two separate projects.

Public Engagement Themes

The following themes emerged through community and stakeholder engagement. Themes are presented below by each project.

Reimaging Sixth Ave. W

Across all engagement activities, participants expressed strong support for a safer, more comfortable Sixth Ave. W—highlighting appreciation for protected bike lanes, raised crosswalks, shorter pedestrian crossings, and efforts to preserve and include street trees.

While the overall design direction was well received, stakeholders asked questions about traffic operations, emergency access, tree selection, and how roundabouts and intersections (particularly at Second St. and Fourth St.) will function safely for all users. Participants emphasized the need for clear signage, predictable crossings, and high-quality facilities that minimize conflicts, especially given overlapping Mayo Clinic projects and frequent visitor confusion in the downtown core. Concerns about parking near churches, driveway access for residents, and long-term maintenance—particularly winter operations and visibility near trees—also surfaced.

Taken together, the feedback reflects broad support for the Sixth Ave. vision, paired with a desire for more design details, continued coordination with adjacent institutions, and a thoughtful approach to managing traffic and construction impacts.

Reconnecting the Downtown Mobility Network

Participants widely supported the goal of reconnecting the downtown mobility network and establishing a safe, intuitive north–south bike route through downtown, with First Ave. W emerging as a preferred route among many in the cycling community. Stakeholders sought to understand how First Ave., Sixth Ave., Civic Center Drive, Soldiers Field, and the Sixth St. Bridge will function together as a cohesive system—particularly at key transition points and intersections.

Concerns centered on intersection design, parking garage ingress/egress along First Ave., parking reductions, and how to manage deliveries and access during ongoing construction. Several stakeholders expressed concern that construction continues to strain downtown businesses.

Participants also emphasized the importance of strong coordination with UMR regarding its future campus footprint, as well as with Mayo Clinic, churches, and adjacent redevelopment projects to ensure compatibility and minimize operational conflicts.

While interest in protected bikeways and interim north–south connections was high, some stakeholders stressed the need for practical solutions—such as clear parking management, delivery accommodations, improved lighting, and staged implementation—to support businesses and maintain accessibility during the transition period.

First Ave. W Design Concept

Stakeholders from the biking community, representatives of university students and others expressed strong interest in First Ave. W serving as a key north–south bike connection, recognizing its value in improving safety and linking downtown to neighborhoods and trails. At the same time, they raised important concerns about intersection safety—particularly at Second St. and Fourth St.—and potential conflicts created by locating a two-way bikeway on the west side near multiple parking garages.

Businesses along First Ave. emphasized construction fatigue, concerns with loss of on-street parking, and delivery access challenges. They also urged the City to provide support to the businesses, minimize further disruption and provide practical access solutions during implementation.

Participants also requested more detail on curb extensions, winter operations, and integration with future connections to Soldiers Field, Civic Center Drive, and the broader mobility network.

Appendix
Public Engagement Details



Engagement Activities and Feedback

The following section details all engagement activities and key takeaways from round two of engagement (November 4 through 20, 2025.)

Nov. 4 Spyhouse Coffee Open House

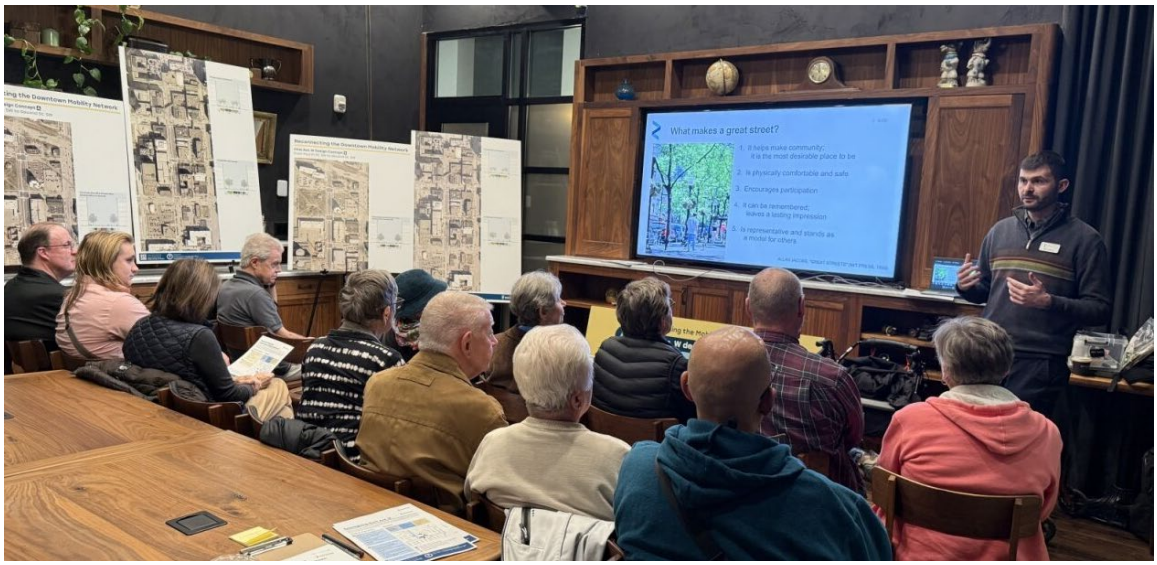
On November 4, 2025, City staff and the consultant facilitated an in-person open house in the community room at Spyhouse Coffee on Sixth Ave. W. There were project boards, handouts and a presentation. People could give input by talking with staff, writing on a comment card, or by doing a dot sticker board activity. 28 people attended.

Key Takeaways

- Strong support for safe, connected bike and pedestrian infrastructure
- Concerns about traffic operations and intersection safety
- Desire to preserve key public realm elements while improving comfort

Community members were broadly supportive of the Sixth Ave. W design concept, especially its protected bike lanes with a double boulevard and landscaping, improved pedestrian spaces, and safety-focused features such as raised crosswalks and traffic calming. Questions centered on traffic operations, tree selection, and how the design will accommodate emergency vehicles and large trucks. While some concerns remain about increased traffic and roundabout safety, the two-way protected bike lane emerged as the top priority among participants.

Community members emphasized the importance of strengthening north–south bike connections and ensuring safe, intuitive transitions between major routes, including Civic Center Drive, Soldiers Field, and key downtown corridors. While many participants supported the concept of First Ave. W as a new north–south bike route, they raised concerns about intersection designs, parking garage conflicts, and the need for high-quality separation. There was also strong interest in enhancing safety for both bicyclists and pedestrians and some expressed interest in maintaining key connections such as Fifth Ave.



Nov. 4 Open House at Spyhouse Coffee

Reimagining Sixth Ave. W

People liked

- Safe and protected bike lanes and pedestrian spaces
- Raised crosswalks and shorter crossing distance for pedestrians
- Attempt to slow traffic
- Sixth Ave. design concept especially the Second St. intersection with the dedicated turn lane and bike lane. “Everyone knows where to be.”
- Maintaining west side parking along Sixth Ave between Fourth and Second Streets SW.
- The double boulevard and landscaping enhancements
- Maintaining trees on west side of the street

Suggestions & Needs

- Suggestion to include a ped-crossing signal by the daycare off Sixth Ave.
- For the section of 6th Ave, south of 2nd St. SW: a person commented “Let’s be honest if it’s not a AAA bike facility”
- Driveway for residential property on west side of Sixth Ave. W needs to be maintained

Roundabouts

- Some like them and some don’t like roundabouts
- With roundabouts – how do bikes and peds cross safely? Worried about conflicts.

Concerns

- Some concern about increased traffic on Sixth Ave. and how will that impact this great/pleasant ped/bike-friendly street we’re trying to build?
- Concerned about church parking lot on Sixth Ave. between Second St. and Third St. and the bike lane
- Complaint that pedestrians along Fourth St. SW do not cross at the crosswalks and it is a safety concern when they’re crossing in other places

Questions included

- Is Sixth Ave. Going to be narrowed? Is it going to be too tight for trucks?
- Is Second St. going to be narrowed due to the new BRT?
- Will there be crossing signals?
- Will Sixth Ave. and Second St. have a left on green arrow turn?
- What about ambulances on Sixth Ave.?
- Questions about what trees will be planted
- Question about whether the trees will be trimmed to maintain visibility of pedestrians

Two-way Protected Bikeway

When it came to the sticker board activities, what people found most important about the Sixth Ave. W design concept was the two-way protected bike lane.

Reconnecting the Downtown Mobility Network

The following feedback was shared on reconnecting the downtown mobility network and First Ave. W design concepts.

Opportunities

- Maintain a connection to Fifth Ave. (east to south) is important
- Request to look into the Fifth Ave. bike connection jog

Questions included

- Is the city considering extending shared use space on Center to Second to this block?
- When exactly will the bike community see a temporary north/south bike route?
- How will the bike lane/route connect between Civic Center Drive and Soldiers Field/Cascade Trail?
- Third and Fourth Ave. previously connected Lowertown to Silver Park Crossings at Civic Center Drive. Is re-establishing that connection in scope for this project?
- Can we somehow connect First Ave. with Soldier's Field? (as part of short to long-term plans?)

Bike connections

- A bicyclist who bikes to work in the downtown – coming from the neighborhood north of Civic Center Dr. asked about improving the bikeways north of Civic Center Dr. She liked the protected bike lanes and felt the lanes going north connecting with neighborhoods would be better if separated/safer. She also highlighted that crossing Civic Center Dr. is a challenge with signals, vehicle traffic and turns and long wait times for the bicyclist and it's a longer distance to cross with all the vehicle lanes.

First Ave. W

Concerns

- Some concern about intersection transitions for the two-way cycle track.
- Suggestions to use Bryant and Lake Street bike transition in Minneapolis as a good example for how to cross Second Street on First Ave. Put a bike box on north side of crossing
- A concern and question about having the bike lane on the west side of the street due to a parking garage on that side of the street with vehicles coming and going
- A concern about the "mixed traffic" at Second St. and First Ave.

Likes or preferences

- A preference shared for one-way bike lanes
- Happy to see First Ave. as a N/S bike route

Questions

- Could you paint a curb to shorten the crossing on Second St. and First Ave.?
- How much parking is lost due to the change from diagonal to parallel?
- Will the city continue to use this block for Thursdays on First?

When it came to the sticker board activities, what people found most important about the Sixth Ave. W (from Second St. SW to Fourth St. SW) was:

- Existing trees on west side of the street maintained
- Protected bike and pedestrian spaces
- Narrowed pedestrian crossings

In addition, 5 comment cards were written, with transcriptions below in **Table 1**. Personal information was removed.

Table 1: Nov. 4 Open House Comment Cards

Card 1	• One way bike lane preferred • Like the new layouts • Avoid roundabouts
Card 2	My family has a cargo bike the we use as a car replacement – we hope to have a protected bike lane to bring kids to and from activities in a safe way. The bike can hold up to 4 kids so safe, slow an protected is critical for infrastructure. Would love to see greenery and separated protection for safe getting to and from (especially downtown).
Card 3	• How are First Ave. Businesses going to feel about removing half of their parking? • How are you going to provide the same amount of downtown parking? This looks nice but parking is already a big challenge. Is the city taking this into considerations? What's the solution? • Since Sixth Ave. Will it be completed in increments (along Mayo's timeline), will the partial bike lanes be closed until full completion? • How will cyclists know? Thank you for working on this!
Card 4	Fantastic work this begins to create a network for people to enjoy Rochester. I am in favor of the proposed layout and would like to see the addition of round abouts on Sixth Ave. And W Center St. And Sixth Ave. And 2nd St. NW. Having a clear route on Sixth Ave. And Fist Ave. Are achievable projects in the near term. Thank you again for your hard work. This makes me want to stay in Rochester to see these projects get installed. This will also attract the best and brightest to Rochester.

Virtual Open House

On November 5, 2025, City staff facilitated a virtual open house. 12 people attended to learn more about the design concepts for Sixth Ave. W, First Ave. W, and recommendations for reconnecting the downtown mobility network.

Stakeholders underscored the importance of creating a more connected, accessible, and vibrant downtown. Themes included improving multimodal mobility, ensuring safe and protected bike infrastructure, and exploring new ways to activate public spaces. The conversation also highlighted ongoing parking needs and the desire for thoughtful interim improvements. The following specific feedback was shared.

Key Takeaways

- People want safer and more connected walking and biking routes
- Explore practical interim solutions while larger projects are underway

Reimagining Sixth Ave. W

- In the street furniture area, community members suggested incorporating exercise equipment—particularly if coordinated with Mayo Clinic rehabilitation programming. Equipment should be senior-friendly and youth-friendly.
- One block contains a consistently full parking lot, while other nearby lots appear largely empty (based on photos). If this pattern is typical, participants asked whether there are better uses for underutilized lots, such as:
    - Pedestrian-only evening activities
    - Pop-up recreation spaces (e.g., temporary skate features, small-scale activation)

Reconnecting the Downtown Mobility Network

- Question raised about whether any quick-build or interim improvements can be implemented while waiting for reconnecting the mobility network with north–south bike connections which could be delayed by a year.
- Residents of new downtown residential buildings need direct, safe routes to essential destinations, especially grocery stores such as Hy-Vee.
- A connection between the Sixth Ave. Corridor and the Cascade Creek Trail/Rochester Trail System (located just across the river) would be highly beneficial.

First Ave. W

- Concern that without physical separation (curbs, planters, or other barriers), cars may park in the bike lane—similar to what occurs on 4th Street.
- Clarification requested on whether barriers will remain in place during winter to preserve bike lane protection.

Business and Property Owner meeting

On November 6, 2025, City staff met in-person with local businesses and property owners. They shared project updates including design concepts for Sixth Ave. W and First Ave. W. They also presented preliminary recommendations for reconnecting the downtown mobility network. They heard feedback and answered questions. Eight people attended (two from the press, several had attended previous public engagement events and two were new attendees).

Overall, attendees generally like the long-term vision but feel overwhelmed by concurrent construction, reduced access and potential reduction of on-street parking. They emphasized the need for:

- Ongoing communication
- Proactive parking and access management
- Maintain delivery access
- Short-term, visible support to maintain customer access and viability during the transition period

When it came to safety, there was broad consensus on prioritizing:

- Lower vehicle speeds
- Safer crossings
- Better separation of modes

- Concerns were raised about Peace Plaza conflicts among drivers, cyclists, and scooters, along with requests for stronger traffic calming and a controlled pedestrian crossing through the center of the plaza.

The following feedback and questions were shared by meeting participants in regard to Reimagining Sixth Ave. W and Reconnecting the Downtown Mobility Network.

Reimaging Sixth Ave. W

There were relatively few objections to the Sixth Ave. plans. Key concerns centered on:

- Need for dedicated food delivery zones for restaurants serving Mayo facilities
- Ensuring traffic flows smoothly and does not resemble the slow, mixed-flow conditions of Peace Plaza.
- Clarification of the proposed speed limit.
- Desire for safe pedestrian and bike crossings.

Reconnecting the Downtown Mobility Network

A few participants questioned whether people would meaningfully use new walking and biking facilities. This contrasted with Active Transportation Plan survey findings showing strong resident demand for safer, better-connected infrastructure.

Some attendees recommended rerouting the north–south bike connection to Second Ave., with a potential east–west connection at Second St. SW into Peace Plaza. However, City staff noted limited access to Center St., difficult crossings, and lower suitability for less confident riders. Participants suggested exploring temporary access accommodations to preserve north–south mobility during construction.

First Ave. W

Parking and access generated the highest volume of concerns:

- Most participants object to reducing on-street parking on First Ave. between Fourth and Second St. to support bike lanes, especially while there is so much disruption to the street network and parking garages.
- Participants stressed that customers cannot rely on parking garages because:
    - The Third Street Ramp is “always full,” largely due to Mayo employees and contractors.
    - On-street metered spaces are consistently occupied by those same employees and contractors, leaving few spaces for customers.
    - Center Street Ramp construction is adding corridor-wide strain.
- Participants emphasized a mismatch between multimodal goals and the practical realities of delivery trucks, food distribution, and customer access.
- Some acknowledged e-scooters on sidewalks are a concern and understood the need for separating scooters and bikes from pedestrians.

In addition, participants repeatedly described “intense” and ongoing construction stress, emphasizing that now is not the right time for additional changes—especially bike lane installation on First Ave. They asked for more visible support from the City and Mayo Clinic to help maintain operations. Several advocated delaying the First Ave. part of the project until surrounding construction had subsided.

Pedestrian Bicycle Advisory Committee

On November 10, 2025, staff met in-person with the Rochester Pedestrian Bicycle Advisory Committee to share design concepts for Sixth Ave. W and First Ave. W. They also presented preliminary recommendations for reconnecting the downtown mobility network. They heard feedback and answered questions. Committee members offered the following feedback.

Key Takeaways

- Support of the Sixth Ave. and First Ave. design concepts
- Strong support for an interim n-s separated bike connection downtown

- Strong support of both Sixth Ave. W and First Ave. W. concepts
- Support for a protected bikeway on First Ave., per Option A
- Strong support for the protected bikeways on both Sixth Ave. and First Ave.
- Clear support for having an interim connection for separated n-s passage to and through the downtown core
- *We Bike Rochester* shared strong support for option A on First Ave. W and interest in Second Ave.
- One resident opposed Sixth Ave. bikeway south of 2nd St SW

Questions included

- Do we intend to engage North of Civic Center Dr.?
- What was the main feedback from City Council?

Nov. 13 Well Living Lab Open House

On November 13, 2025, a second in-person open house was hosted at Well Living Lab located on First Ave. SW in downtown Rochester. Seven people attended the open house including two people from the local press. Like the first open house, there was a presentation and boards that displayed design concepts for Sixth Ave. W and First Ave. W. Participants were able to share written feedback via comment cards or verbally during the presentation.

Key Takeaways

- Safety and clarity for all users is a priority
- Coordination with institutions, businesses and ongoing projects is essential
- More clarity is needed on how the routes connect and how individual design elements will function.

Overall, stakeholders were broadly supportive of improving downtown safety and connectivity but emphasized significant construction fatigue, parking pressures on First Ave., and ongoing user conflicts at key intersections like Second St. and Sixth Ave. They requested clearer coordination with UMR, Mayo, and area churches, along with more detail on bike-lane design, parking utilization, and integration with the Sixth St. bridge project. Participants also asked for full public hearing opportunities at PBAC and the January City Council meeting. The following details key feedback.



Nov. 13 Open House at Well Living Lab

Reimagining Sixth Ave. W

Some concerns were raised about conflicts at several intersections—particularly Second St. SW and Sixth Ave. SW, Sixth Ave. & Fourth St. SW, and the Second St. intersection with the LINK bus station, where overlapping Mayo projects cause crowding during peak times.

Some expressed hope that no additional right-of-way would be removed. Others raised safety questions about the downhill approach to Fourth St. on Sixth Ave., urging the team to evaluate how the slope and intersection geometry influence safety.

They also asked whether the City has already spoken with the churches on Sixth Ave. between Second St. SW and Fourth St. SW, emphasizing the importance of understanding access, programming, and peak-use impacts.

Reconnecting the Downtown Mobility Network

Participants generally supported the concept of reconnecting the mobility network and viewed it as a safe, effective way to create a downtown loop that links neighborhoods and trails. There was a strong desire for safe navigation for pedestrians and cyclists everywhere downtown. Some noted they already use Second St. NW informally as a bike route. Several asked clarifying design questions on the following topics:

- Spacing and buffer widths between the bike lane and curb from Second St. SW to Third St. SW
- How east-side pedestrian and bicycle traffic is intended to flow within the proposed designs
- Location of bike racks
- Length of Sixth Ave. facility and how it functions within the network

Participants also requested more information on how the Sixth St. bridge project—including its proposed mixed-use trail and projected traffic volumes—will integrate with the proposed bike lanes.

First Ave. W

Attendees reiterated concerns about parking reductions on First Ave., which remain closely tied to construction fatigue and business stress. They want a clearer understanding of:

- How businesses use the First Ave. alley for deliveries
- Who is occupying metered parking (customers vs. contractors vs. employees)

Parking frustrations also connect to broader feelings of being overburdened by multiple ongoing construction projects.

Other Feedback

Uncertainty around UMR's future campus development surfaced multiple times. Participants asked:

- What did UMR say about its development timeline and footprint?
- How much should the City be concerned about delaying these projects until UMR's plans are finalized?

Attendees urged the project team to meet directly with UMR to ensure long-term compatibility.

In addition, two comment cards were shared with transcripts below in **Table 2.**

Table 2: Nov. 13 Open House Comment Cards

Card 1	Important to continue to review traffic for delivery vehicles on First Ave. Require use of Alleys for delivery as much as possible.
Card 2	Later detail – bulb out street crossing could use on/off ramps from street to get around

Business Site Visits

On November 17 and 18, 2025, City staff and the consultant walked the corridor and visited business for one-on-one conversations. They revisited businesses on First Ave. W and Historic Third Street. The goal of business outreach was to follow up with businesses engaged in round one to share project updates and design concepts for Sixth Ave. W and First Ave. W. as well as preliminary recommendations for reconnecting the downtown mobility network. The team heard reactions, questions and concerns directly from businesses.

Key Takeaways

- 10 businesses reached
- Support for bike infrastructure
- Concerns with street parking reduction

Staff focused door knocking efforts on First Ave. and the historic district since those businesses were most impacted by the conceptual plans developed. The team had conversations with the following businesses.

- Minnwest Bank
- University of Minnesota Rochester (UMR)
- ThaiPop
- City Market

- Popus Gourmet Popcorn
- Eagle Drug Store
- Fuzzies Italian Ice
- Tessa's Office: Wine and Spirit Boutique
- John Kruesel's General Merchandise
- BEBAP Korean Inspired Eatery

City staff also left contact information with the following businesses that were unavailable to speak with us during our visits including Lucky's and Lumi.

Overall, businesses were not opposed to having bike lanes on First Ave. W but most did express concerns with available on-street parking and reducing on-street parking. Some businesses requested short-term parking for loading/unloading and for customers. Several businesses reported a rising demand in parking both for patrons and staff, especially with downtown construction and parking garages not being available.

Some shared that on-street parking is used in a variety of ways and that some cars are parked in a single location all day. Most businesses have a variety of foot traffic from people already downtown for work or clinic appointments and some who drive to their businesses. Many businesses support bike infrastructure, including protected bikeways and noted a need for more bike parking. Safety concerns included a desire for more lighting and concern about visibility.

Conclusion and Next Steps

Overall, stakeholders were broadly supportive of creating safer, more walkable and bike-friendly corridors on both Sixth Ave. W and First Ave. W, along with a more connected downtown mobility network.

Across all engagement activities, participants emphasized the importance of protected facilities, safer intersections, and clear, predictable connections between neighborhoods, trails, and key downtown destinations. At the same time, they raised concerns about parking pressures, construction fatigue, delivery access, and how new designs will function at complex intersections and high-activity areas. Participants expressed a strong desire for congoing communication, careful coordination with institutions and businesses, and detailed design information as the project advances into implementation.

On December 1, 2025, City Council met to confirm support for the consultant to study Second Ave. as part of reconnecting the downtown mobility network. The City Council will consider advancing the Reimagining Sixth Ave. W project toward final design in early 2026 and will also re-visit options for Reconnecting the Mobility Network.

CENTER ST W
1ST AVE NW
2ND AVE SW
BROADWAY AVE N
2ND ST SW
3RD ST SW
4TH ST SW
5TH ST SW
1ST AVE SW
BROADWAY AVE S
10'3" 8' 10' 10' 10' 18'
10' 10' 10' 12'
12' 3' 10' 10' 8'
11' 3" 8' 10' 10' 18'

LEGEND

- BITUMINOUS ROADWAY
- SIDEWALK
- BIKEWAY
- COLORED CONCRETE
- BIKEWAY BUFFER PAVEMENT MARKING
- LANDSCAPING / TURF
- FIRE LANE
- WORK BY OTHERS
- SIGNALIZED INTERSECTION

ALTERNATIVE A2

1ST AVENUE WEST

CONNECTING DOWNTOWN ROCHESTER

2.9.2026

NORTH

0 40' 80' 120'

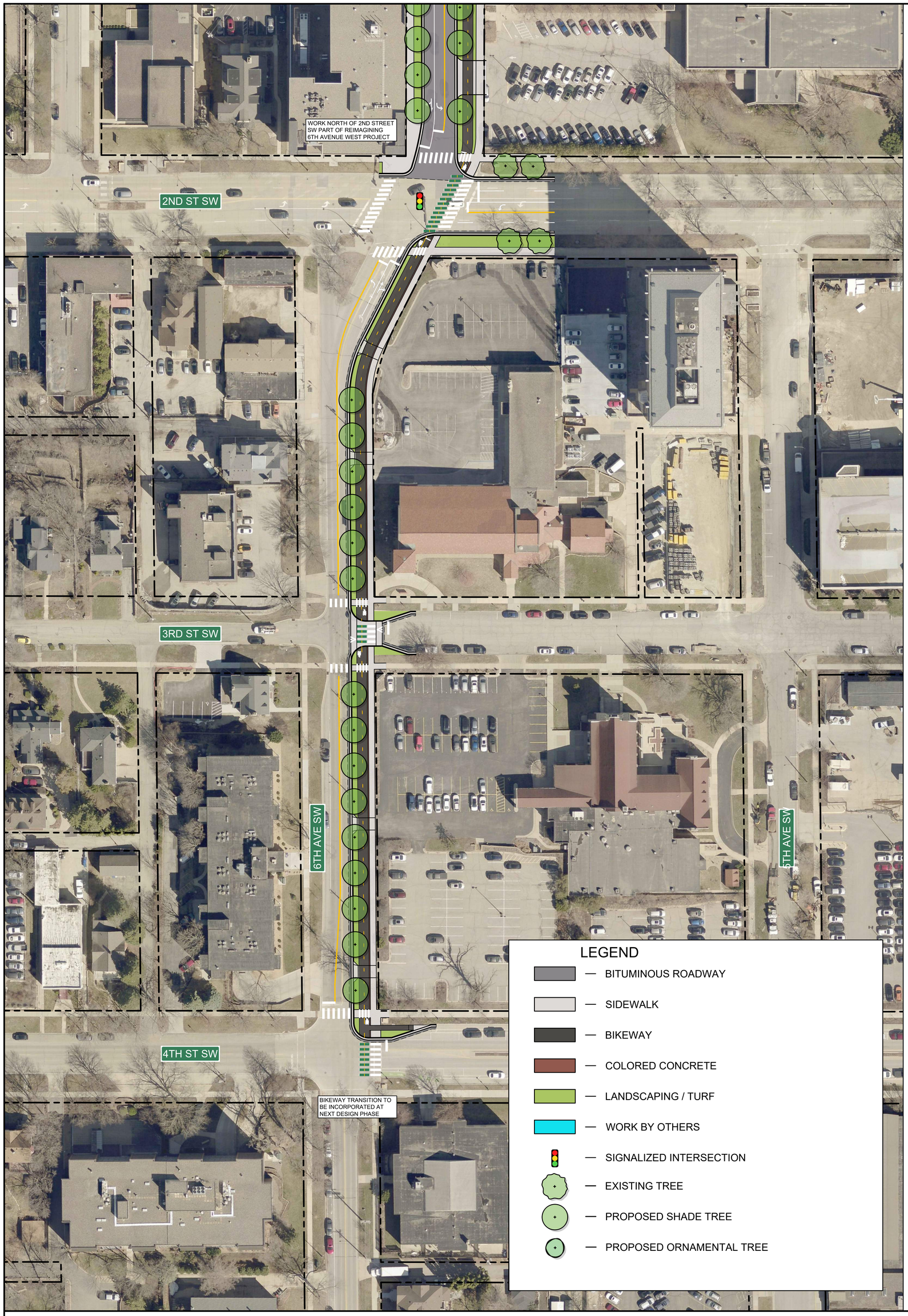
SCALE IN FEET

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PRELIMINARY CONCEPT - NOT FOR CONSTRUCTION

THIS IS A PRELIMINARY CONCEPT. FIELD VERIFICATION, SITE CONDITION ASSESSMENTS, ENGINEERING ANALYSIS AND DESIGN ARE NECESSARY PRIOR TO IMPLEMENTING ANY OF THE RECOMMENDATIONS CONTAINED HEREIN.

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2/9/2026



ALTERNATIVE A

6TH AVENUE WEST

CONNECTING DOWNTOWN ROCHESTER

2.9.2026

NORTH

0 40' 80' 120'

SCALE IN FEET

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2/9/2026

Bike ramp to sidewalk or separated bike lane.

Potential Leading Pedestrian/Bike intervals throughout center street corridor.

Signal Modification Required.

EXTENT OF FINAL DESIGN BY OTHERS, SHOWN FOR COORDINATION PURPOSES

Proposed lane configuration for re-constructed section delineate 10-foot travel lanes with buffer zone to parking/loading zones.

Proposed concrete banding to delineate lanes, parking, and buffers within reconstructed portion of 2nd Avenue.

EXTENT OF FINAL DESIGN BY OTHERS, SHOWN FOR COORDINATION PURPOSES

Bike Ramp with Detectable Edges

Zone raised for plaza features.

Fire Lane

Raised 10-foot Bike way with detectable edge.

Zone for Raised Plaza Features such as planters and seating

Proposed extend of raised plaza element to allow for pedestrian crossing zones.

Plaza Space Designed by others.

Signal Modification Required.

CENTER ST W

1ST ST NW

4TH AVE SW

3RD AVE SW

2ND AVE SW

1ST AVE SW

2ND ST SW

3RD ST SW

4TH ST SW

INTERSECTION CONTROL PENDING DETAILED TRAFFIC EVALUATION

LEGEND

- BITUMINOUS ROADWAY
- SIDEWALK
- BIKEWAY
- COLORED CONCRETE
- LANDSCAPING / TURF / RAISED PLAZA ELEMENTS
- FIRE LANE
- PLAZA OPEN AREA, DESIGN BY OTHERS
- SIGNALIZED INTERSECTION
- PEDESTRIAN CROSSING ZONE WITHIN PLAZA

ALTERNATIVE A

2ND AVE WEST

REIMAGINING 6TH AVE WEST & RECONNECTING THE MOBILITY NETWORK

1.5.2026

NORTH

0 40' 80' 120'

SCALE IN FEET

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PRELIMINARY CONCEPT - NOT FOR CONSTRUCTION

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01/05/26

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

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

MEETING DATE:
March 2, 2026

ORIGINATING DEPT:
Community Development

AGENDA SECTION:
Ordinance First Readings

PRESENTER:
Michael Spindler-Krage

Action Requested:

Receiving and Filing the First Reading of 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).

Report Narrative:

The applicant is proposing a Zoning Map Amendment that would change the zoning of a 2.71-acre site from LI to MXG, south of Highway 52 and east of Highway 63, at 77 Woodlake Dr SE. The 2.71-acre property is located in the Woodlake Park Subdivision Plat, which was approved in May of 1980. The subject site currently has a Commercial and Business Development Comprehensive Plan Land Use Designation. Both the existing LI and proposed MXG districts are compatible within the Commercial & Business Development Land Use Classification of the Comprehensive Plan.

Commercial & Business Development Land Use is described by the P2S Comprehensive Plan as a category that provides for a wide variety of retail, office, and employment uses. It encompasses areas dominated by existing commercial uses and areas of proposed development where the predominant use is intended to be retail, office, or employment. These areas typically exhibit a style of development referred to as suburban, with customers and employees primarily arriving by automobile, and are typically located in areas with convenient access to major roadways featuring large setbacks from the street.

Presently, the site is occupied by a 20,000 square foot, 103 Room County Inn and Suites Hotel, constructed in 2000. The Wood Lake Business Center consists of 63 acres of light industrial development, consisting of a wide variety of uses. Current occupants of the business center include several trade shops, construction offices, hotels, light manufacturing businesses, wholesale equipment suppliers, medical offices, an office supply company, and a restaurant. There are several community service & non-profit businesses also located in the center, such as an early childhood development center, specialized behavioral health centers, a pharmacy service, a community meeting venue, the Rochester Public School Alternative Learning Center, a large food bank, and educational administrative support services. Generally, there is very little light manufacturing or assembly occurring within the business center.

The description of each Base Zoning District is provided within Section 60.200.030 of the UDC. Both districts are described for commercial development. The LI district also allows industrial uses that do not create significant operational impacts and are considered suitable in close proximity to residential areas. Both districts could be characterized as being intended to provide goods, services, and employment

opportunities to the broader regional area.

In terms of permitted uses, both zoning districts allow for a hotel use on the premises. Many of the commercial and retail service uses permitted in the LI zone district can also be permitted under the MXG zoning district. Light Industrial Uses could still be permitted in the MXG zone district with Planning Commission approval of a Conditional Use Permit. The most significant difference between the two districts relates to the "Group Living" uses. Under the current LI zoning district, uses such as: Congregate Housing, Medical Stay Dwelling Units, and Nursing Homes are not permitted. The applicant is seeking the subject rezoning to facilitate adaptive reuse of the hotel structure as a Behavioral Health Facility, which would be considered congregate housing and similar to a nursing home use.

Priorities & Foundational Principles:

Economic Vibrancy & Growth Management
Fiscal Responsibility & Sustainability

Policy Considerations & DEI Impact:

Approval of the subject request supports the implementation of the P2S Comprehensive Plan Infill and Redevelopment Program, which places increased emphasis on infill and redevelopment and supports the conversion or adapted reuse of underutilized lands and structures that are presently serviced with a full complement of public infrastructure and services. Infill and redevelopment of underutilized properties support the goal of more compact, fiscally sustainable development and enhance opportunities to increase transit options.

Prior Legislative Actions & Community Engagement:

November 7, 2025: Neighborhood Informational Meeting - Zone Change
December 30, 2025: Planning Commission Public Hearing Notice mailed and forwarded for publication in the newspaper
January 14, 2026: Planning and Zoning Commission Public Hearing
January 16, 2026: Council Public Hearing Notice mailed and forwarded for publication in the newspaper
February 2, 2026: City Council - Approval of Zone Change No. CD2025-008ZC

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 - CD2025-008ZC

ORDINANCE NO. _____

ORDINANCE REZONING APPROXIMATELY 2.71 ACRES OF LAND LOCATED SOUTH OF HWY 52 SE AND EAST OF HWY 63 SOUTH AT 77 WOODLAKE DRIVE SE FROM LI (LIGHT INDUSTRIAL) TO MXG (MIXED-USE GENERAL) 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:

MXG

Lot 7, Block 1, Wood Lake Park
County of Olmsted, State of 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)

Ord25\CD2025-008ZC.docx

J.2

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Zone Change No. CD2025-007ZC by INH Properties

MEETING DATE:
March 2, 2026

ORIGINATING DEPT:
Community Development

AGENDA SECTION:
Ordinance First Readings

PRESENTER:
Michael Spindler-Krage

Action Requested:

Receiving and Filing the First Reading of 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).

Report Narrative:

The applicant proposes to amend the zoning district designation of approximately 1.2 acres of land from R-2x (Low-Density Residential Infill) to R-3 (Medium-Density Residential). The project site is located northwest of the intersection of 7th Ave SW and Center St W.

The Unified Development Code (UDC) describes the existing and proposed zoning districts as follows:

R-2 (Low-Density Residential Infill)
The R-2x district is intended to maintain and promote areas with a mixture of residential dwelling types, overall low to medium density, near the downtown core. This district is established to support residential infill and reinvestment that is compatible with the existing characteristics of development. Certain supportive non-residential uses may be provided within the district.

R-3 (Medium Density Residential)
The R-3 district is intended to maintain and promote predominantly multifamily residential dwellings. It is appropriate for medium-density areas or existing low-density areas where there is a need to encourage higher-density redevelopment. Certain supportive non-residential uses and civic uses, consistent with the character of the area, are permitted.

The proposed zone change to R-3 is consistent with the underlying Traditional Core Neighborhood land use designation. As described in the P2S Comprehensive Plan, the Traditional Core Neighborhood is intended to incorporate moderate-density housing near the central development core or major institutions. Within the Rochester Development Vision section of the plan, this property is specifically designated as a Downtown Gateway Neighborhood. These gateway areas are located immediately adjacent to downtown and are expected to shift away from detached single-family homes toward attached single-family and moderate-density multi-family units as time progresses. This transition should feature a carefully integrated mixture of housing styles and sizes that prioritize the area's walkability.

Based on these definitions, a higher-density approach is more appropriate for this property. The property is located within a quarter mile of the downtown business district and only two blocks north of a future

Link Bus Rapid Transit station, placing it well within the ideal 15 to 20-minute walk to the city center. Implementing R-3 zoning at this location provides a necessary incentive for further infill development, transit use, and downtown activity.

The main technical difference between the two districts for this specific project relates to allowable density; the R-2x district limits building length to 80 feet, whereas the R-3 district has no maximum building length. Despite this increase in potential building length, the project remains compatible with the surrounding area because it must satisfy neighborhood protection standards where fewer than 4 units abut the property. Any development on this site involving four or more housing units will trigger these standards. The applicant has submitted a massing exhibit showing compliance with these protections, which include a 25-foot setback from the westerly and north sides of the property, a 50-foot setback for parking areas, and a 100-foot setback to provide a height stepdown. The project is feasible under these standards because both districts have similar height limits, with R-2x allowing a maximum of 45 feet and R-3 allowing a maximum of 48 feet.

Beyond dimensional standards, the permitted and prohibited uses are largely similar across both zoning districts, though the amendment would result in a few specific changes. A transition to R-3 would permit indoor entertainment and recreation uses that are not allowed in R-2x. Conversely, the change would remove certain uses currently allowed in R-2x, such as repair and maintenance shops, offices, and art studios or workshops. A full list of all uses is attached to this agenda item.

Although a formal Tax Increment Financing (TIF) application has not been filed, in preliminary discussions held with the applicant, they expressed a desire to have the prevailing wage requirement waived. As such, Community Development has communicated to the applicant that it is unlikely City Teammates support such an application.

Priorities & Foundational Principles:

Inclusive Growth Management
Housing Access

Policy Considerations & DEI Impact:

The proposed zone change furthers the Comprehensive Plan's goals of Expanding Housing Diversity and Enhancing Existing Neighborhoods. Due to its proximity to employment centers, transit lines, and the overall downtown core, a higher-density housing project is more suitable for this location. Greater density on this site, similar to the apartment complex to the south, will provide greater incentive for further development, transit use, and downtown activity. The zone change will facilitate infill development, which will provide the mix of new and old that is sought in the Downtown Gateway Neighborhood. Lastly, the project site will be required to meet all neighborhood protection standards where single-family homes are present, which will make the overall project compatible with the area.

Prior Legislative Actions & Community Engagement:

November 25, 2025: Neighborhood Information Meeting - Zone Change
January 14, 2026: Planning Commission - Public Hearing on Zone Change No. CD2025-007ZC
February 2, 2026: City Council - Approval of Zone Change No. CD2025-007ZC

Fiscal & Resource Impact:

All development costs associated with the project are the responsibility of the developer.

Alternative Action(s):

No alternative actions are recommended at this time.

Prepared By:
Edward Caples

Attachments:
Ordinance - CD2025-007ZC

ORDINANCE NO. _____

ORDINANCE REZONING APPROXIMATELY 1.2 ACRES OF LAND LOCATED NORTHWEST OF THE INTERSECTION OF 7TH AVENUE SW AND CENTER STREET W FROM R-2x (LOW DENSITY RESIDENTIAL INFILL) TO R-3 (MEDIUM 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-3

Parcel 1:

Commencing at a point on the north line of Center Street West, 100 feet West of the East line of Outlot 9, CUMMING'S ADDITION TO ROCHESTER, Olmsted County, Minnesota, thence North 150 feet, thence East 50 feet, thence South to the North line of Center Street West, thence West to place of beginning.

Parcel 2:

The South 129 feet and 3 inches of that part of the West 50 feet of the East 150 feet of Outlot 9, CUMMINGS ADDITION TO ROCHESTER, Olmsted County, Minnesota, which lies North of Center Street West.

Parcel 3:

The East 60 feet of the West 180 feet of the South 150 feet of Outlot No. 9 in CUMMINGS ADDITION TO THE CITY OF ROCHESTER, Olmsted County, Minnesota.

Parcel 4:

The East Sixty (60) feet of the West One Hundred Twenty (120) feet of Outlot Nine (9) in CUMMINGS ADDITION TO ROCHESTER, less the North 113 1/4 feet in length, Olmsted County, Minnesota.

Parcel 5:

Commencing on the West line of the Outlot 9 of CUMMING'S ADDITION TO THE TOWN, NOW CITY OF ROCHESTER, where the North line of Center Street West, formerly West 5th Street, intersects said West line for a place of beginning; running thence East on the North line of said Center Street West a distance of 60 feet; running thence North parallel with the West line of said Outlot a distance of 150 feet; running thence West a distance of 60 feet; running thence South a distance of 150 feet to the place of beginning, Olmsted County, Minnesota.

Parcel 6:

The East 55 feet of Outlot 10, CUMMINGS ADDITION TO ROCHESTER, MINNESOTA, except the South 38 feet thereof and except the North 112 feet thereof, according to the recorded plat thereof now on file and of record in the office of the County Recorder within and for 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)

Ord25\CD2025-007ZC.docx

REQUEST FOR ACTION

Rochester Economic Development Authority (EDA)
Meeting of March 2, 2026

MEETING DATE:
March 2, 2026

ORIGINATING DEPT:
City Clerk

AGENDA SECTION:
Other Business

PRESENTER:

Action Requested:

1. Recessing to a meeting of the Rochester Economic Development Authority (EDA).
2. Adopting the findings of the Rochester EDA.

Prepared By:

Ann Kasel

Attachments: