City Council Agenda
City Council - Regular Session
April 6, 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 March 16, 2026
Accepting the minutes and video of the March 16, 2026, meeting as the official record of the City Council.

F.2. Accounts Payable for April 6, 2026
Approving the listing of total disbursements for April 6, 2026, in the amount of $38,643,633.22, including investment purchases of $7,975,330.41 and accounts payable of $30,668,302.81.

F.3. **Proposed Ordinance Amendment to Section 3-1-17 of Chapter 3-1 of the Rochester Code of Ordinances Relating to Dangerous Dogs**

1. Approving proposed Ordinance amendment to section 3-1-17 of Chapter 3-1 regarding Dangerous Dogs, and
2. Directing the City Attorney's office to prepare the Ordinance for First Reading at a future council meeting.

F.4. **Any Path Home Charter Agreement**

Approving the Any Path Home Charter Agreement.

F.5. **Request for Proposals for the Sale and Redevelopment of Two City-owned Residential Properties**

Authorizing the issuance of a Request for Proposals (RFP) for the sale and redevelopment of the two City-owned residential properties.

F.6. **2025 Byrne Memorial Justice Assistance Grant**

Authorizing application for the FY2025 Edward Byrne Memorial Justice Assistance Grant and, if awarded, accept and utilize the funds for the purchase and deployment of fixed License Plate Reader technology.

F.7. **Bid Advertisement – Sanitary Sewer Maintenance Project from MH 79/0086 to MH 79/0056 (Bakery Flats) - Project No. J7864**

Authorizing the advertisement for bids for Sanitary Sewer Maintenance Project from MH 79/0086 to MH 79/0056 (Bakery Flats) – Project No. 7864.

F.8. **Contract Award: Contract with Rochester Sand & Gravel for 2026 Overlay Street Rehabilitation - Project No. J115**

1. Adopting a Resolution awarding a contract to Rochester Sand & Gravel, in the amount of $2,276,735 for 2026 Overlay Street Rehabilitation - Project No. J115; and
2. Approving a $500,000 increase in budgeted revenue on line 43115.54140 in 2026 due to increase in Municipal State Aid maintenance allocation approved by the Minnesota Department of Transportation; and
3. Approving a $500,000 increase in the corresponding expense line 43115.82980 - Other Contractual Services in 2026.

F.9. **Contract Award: Special Inspection and Testing Services for Regional Sports and Recreation Complex - Project No. J2870**

Awarding a professional service contract in the amount of $145,389 to Braun Intertec for special inspection and testing services for the Regional Sports and Recreation Complex - Project No J2870.

F.10. **Contract Award: Bio Business Center Property Management Services**

Awarding a professional services contract for property management services to the Paramark Corporation for the Bio Business Center.

F.11. **Contract Award: Custodial Equipment for Maintenance Center - Project No. J3069**

Awarding a contract in the amount of $86,649.38 to Tennant Company for purchase of custodial equipment to support operations at the Maintenance Center Facility.

F.12. **Contract Award: Furniture for Maintenance Center Project No. J3069**

Awarding a contract in the amount of $510,481.72 to Beckley's for procurement and installation of furniture for the Maintenance Center - Construction Project No. J3069

F.13. **Contract Award: Contract with Pearson Bros., Inc. for 2026 Chip Seal Street Rehabilitation - Project No. J114**

Adopting a Resolution awarding a contract to Pearson Bros., Inc. in the amount of $873,916 for 2026 Chip Seal Street Rehabilitation - Project No. J114.

F.14. **Contract Award: 2026 Sidewalk and Pedestrian Ramp Improvements NC District 2-1 - Project No. J4731**

Adopting a Resolution:

1. Approving a contract with Ti-Zack Concrete, LLC. in the amount of $3,886,587.18 for 2026 Sidewalk and Pedestrian Ramp Improvements NC District 2-1 - Project No. J4731.
2. Establishing Sidewalk Improvement District NC-2.
3. Establishing Sidewalk Improvement District rates to be collected from 2027 to 2031.

F.15. **Contract Award: City Owner Contract Testing Services for Regional Sports and Recreation Complex - Project No. J2870**

Awarding a time and material professional service contract not to exceed $191,400 to Bolton and Menk for required City Owner Contract testing services for the Regional Sports and Recreation Complex - Project No J2870.

F.16. **Contract Award: Contract with Alcon Excavating, Inc. for 2026 Overlay Manhole Rehabilitation - Project No. J4370**

Adopting a Resolution awarding a contract to Alcon Excavating, Inc., in the amount of $309,995 for 2026 Overlay Manhole Rehabilitation - Project No. J4370.

F.17. **Contract Award - 2026 Pavement Maintenance - Early Crack Seal - Project No. J2201**

Adopting a Resolution awarding a contract to Asphalt Surface Technologies Corporation, in the amount of $117,500 for the 2026 Pavement Maintenance - Early Crack Seal - Project No. J2201.

F.18. **Contract with BARR Engineering Co. for 2026 Flood Control Hydrology and Hydraulics Update - Project No. J4866**

Authorizing a contract with BARR Engineering Co., in the amount of $200,000 from April 7, 2026, to December 31, 2027, for the design of the 2026 Flood Control Hydrology and Hydraulics Update - Project No. J4866.

F.19. **Contract Amendment with SEH for Additional Design Services for the 37th St NE Stormwater Management Facility – Project No. J6520**

Authorizing a contract amendment with SEH in the amount of $175,300 for the final design of the 37th St NE Stormwater Management Facility – Project No. J6520.

F.20. **City-Owner Contract: Public Watermain & Hydrant to Serve Lot 1, Block 1, Chateau Circle Fourth - Project No. J5663**

Authorizing:

1. A City-Owner Contract for Project No. J5663, "Public Watermain & Hydrant to Serve Lot 1, Block 1, Chateau Circle Fourth" with City execution conditional upon full execution of the contract by Owner, Contractor, and Engineer, and;
2. Professional Technical Services Contract with GGG, Inc., dba G-Cubed, for $4,400, for work related to Project No. J5663, "Public Watermain & Hydrant to Serve Lot 1, Block 1, Chateau Circle Fourth," subject to City execution of the City-Owner Contract.

F.21. City-Owner Contract: Public Watermain to Serve John Hardy's Replat - Project No. J5664

Authorizing:

1. A City-Owner Contract for Project No. J5664, "Public Watermain to Serve John Hardy's Replat" with City execution conditional upon full execution of the contract by Owner, Contractor, and Engineer, and;
2. Professional Technical Services Contract with GGG, Inc., dba G-Cubed, for $6,800, for work related to Project No. J5664, "Public Watermain to Serve John Hardy's Replat," subject to City execution of the City-Owner Contract.

F.22. City-Owner Contract: Public Improvements to Facilitate the 15kV Distribution, Tunnels & Distribution - Marion Bus 10/11 Feeder Extension, Geothermal Piping, (Package B4) - Project No. J5669

Authorizing:

1. A City-Owner contract for Project No. J5669, "Public Improvements to Facilitate the 15kV Distribution, Tunnels & Distribution - Marion Bus 10/11 Feeder Extension, Geothermal Piping, (Package B4)," with City execution conditional upon full execution of the contract by Owner, Contractor, and Engineer, project and grading plan approvals, and Contractor's submission of the appropriate bond and insurance documentation and;
2. A professional technical services contract with WSB LLC, for $436,305, for work related to Project No. J5669, "Public Improvements to Facilitate the 15kV Distribution, Tunnels & Distribution - Marion Bus 10/11 Feeder Extension, Geothermal Piping, (Package B4)," subject to City execution of the City-Owner contract.

F.23. Revocable Permit and Agreement with Mayo Clinic - 15kv Distribution Marion Bus 10/11 Feeder Extension Project Package B4 Private Improvements in Right-of-Way

Authorizing a revocable permit and agreement ("the agreement") with Mayo Clinic for placement of an electrical duct bank, fiber duct bank, geothermal piping, and electrical conduit within the right-of-way of W Center St, 6th Ave NW, 1st St NW, 2nd St NW, 5th Ave NW, 2nd St SW, 5th Ave SW, 3rd St SW, and 4th St SW.

F.24. City-Owner Contract: Public Improvements to Serve Pebble Creek Sixth Subdivision - Project No. J5667

Authorizing:

1. A City-Owner contract for Project No. J5667, "Public Improvements to Serve Pebble Creek Sixth Subdivision," with City execution conditional upon full execution of the contract by Owner, Contractor, and Design Engineer, project and grading plan approvals, and Contractor's submission of the appropriate bond and insurance documentation and;
2. A professional technical services contract with WSE Engineering Services Ltd., for $173,383.15, for work related to Project No. J5667, "Public Improvements to Serve Pebble Creek Sixth Subdivision," subject to City execution of the City-Owner contract.

F.25. City-Owner Contract: Public Improvements to Serve Mayo Clinic BFUiR (Package C) - Project No. J5666

Authorizing:

1. A City-Owner contract for Project No. J5666, "Public Improvements to Serve Mayo Clinic BFUiR (Package C)," with City execution conditional upon full execution of the contract by Owner, Contractor, and Engineer, project and grading plan approvals, and Contractor's submission of the appropriate bond and insurance documentation and;
2. A professional technical services contract with WSB LLC, for $392,422, for work related to Project No. J5666, "Public Improvements to Serve Mayo Clinic BFUiR (Package C)," subject to City execution of the City-Owner contract.

F.26. Revocable Permit and Agreement with Oakview Properties, LLC - Drive Approach for Garbage Collection in Right-of-Way

Authorizing a revocable permit and agreement ("the agreement") with Oakview Properties, LLC for a drive approach for garbage collection to remain within the right-of-way of 2nd St SE.

F.27. Revocable Permit and Agreement with Rochester I Limited Partnership - Private Improvements in Easement and on City Property

Authorizing a revocable permit and agreement ("the agreement") with Rochester I Limited Partnership for placement of private improvements in 5-foot public drainage and utility easement and on City property.

F.28. Revocable Permit and Agreement with Marc Woolman and Heather Woolman as Trustees of the Marc Woolman and Heather Woolman Living Trust dated January 16, 2026 - Garage in Utility Easement

Authorizing a revocable permit and agreement ("the agreement") with Marc Woolman and Heather Woolman as Trustees of the Marc Woolman and Heather Woolman Living Trust dated January 16, 2026, for an existing garage that is partially constructed within a utility easement.

F.29. Memorandum of Understanding with Rochester Art Center for Riverfront Mural

Approving a Memorandum of Understanding (MOU) with Rochester Art Center (Art Center) for the installation of a temporary mural along the floodwall.

F.30. Computer Aided Dispatch and Automatic Vehicle Locator Three Year Annual Maintenance Renewal

Authorizing approval of the annual maintenance and warranty agreement with Ineo Systrans USA Inc., doing business as Equans, for the Computer-Aided Dispatch and Automatic Vehicle Locator (CAD/AVL) software.

F.31. Property Acquisition: Settlement Agreement for Parcel 28-30 of Link Bus Rapid Transit Project - No. J8707

Authorizing the Settlement Agreement to directly purchase the property rights, and to settle the takings of Parcel 49 with a total value above $50,000, and in an amount greater than 15% above the approved appraised value.

F.32. Assignment and Assumption of Property Purchase Agreement for Firing Range Replacement - Project J1036

Authorizing execution of Assignment and Assumption of Purchase Agreement and future closing for the property identified as Heartland Gun Club, PID No. 643521082745.

F.33. Grant Application - Indian Heights Historic Designation Study

Adopting a Resolution authorizing an application for a Minnesota Historical Society Grant in the amount of $20,000.00 to complete an eligibility study for the historic designation of Indian Heights Park.

F.34. Development Agreement with DRP MN 3, LLC, for Pebble Creek

Authorizing a development agreement with DRP MN 3, LLC for a multi-phase residential development known as Pebble Creek.

F.35. Individual Site Development Agreement with Citywalk Apartments Rochester LLC for the Citywalk Apartments

Authorizing an individual site development agreement with Citywalk Apartments Rochester LLC, for an apartment development referred to as Citywalk.

F.36. Individual Site Development Agreement with Diamond Land Holdings LLC for Construction of a Trades Building

Authorizing an individual site development agreement with Diamond Land Holdings LLC for construction of a trades building on its property.

F.37. Roadway Name Change: A section of 45th St SE to Gameday Dr SE

1. Approving the renaming of roadway sections of 45th St SE to Gameday Dr SE.
2. Directing the City Attorney to prepare an Ordinance for First Reading.

Public Hearing Guidelines

View the public hearing guidelines online.

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

G. Public Hearings

G.1. 2 St SE and 16 Ave SE Sanitary Sewer Maintenance Project - Project No. J7838

1. Adopting a Resolution ordering the improvements and preparation of plans for the 2 St SE and 16 Ave SE Sanitary Sewer Maintenance Project - Project No. J7838 and;
2. Adopting a Resolution levying the proposed assessments related to the 2 St SE and 16 Ave SE Sanitary Sewer Maintenance Project - Project No. J7838

G.2. Final Plat No. CD2026-003PLAT by Lennar

Adopting a Resolution approving Final Plat No. CD2026-003PLAT, by Lennar, to be known as Pebble Creek Sixth, with three conditions, for the subdivision of 56 acres of land into 108 residential lots.

G.3. Vacation Petition No.CD2026-001VAC by Leo and Ed LLC

Adopting a Resolution approving Vacation Petition No. CD2026-001VAC, by Leo and Ed LLC, for the vacation of a 15-foot Public Utility Easement.

H. Reports and Recommendations

I. Council Initiated Actions

J. Ordinance First Readings

J.1. Proposed Ordinance Amendments to Rochester Code of Ordinances Chapter 2-16 Relating to Public Ethics

Receiving and filing the first reading of an Ordinance amending Chapter 2-16 of the Rochester Code of Ordinances.

J.2. Annexation Petition No. CD2026-001ANX by City of Rochester

Receiving and Filing the First Reading of Annexation by Ordinance No. CD2025-001ANX, by the City of Rochester, to incorporate approximately 124.61 acres of land into the City Limits with the Unified Development Code (UDC) Mixed Use General (MX-G) zoning district.

J.3. Proposed Ordinance Amendment - Chapter 5-21 Relating to Mobile Food Units

Receiving and filing proposed Ordinance amendments to Chapter 5-21 of the Rochester Code of Ordinances Relating to Mobile Food Units

K. Ordinance Second Readings

K.1. Zone Change No. CD2025-008ZC by Sunshine Behavioral Health Group, LLC.

Adopting an Ordinance approving 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).

K.2. **Zone Change No. CD2025-007ZC by INH Properties**
Adopting an Ordinance approving Zone Change No. CD2025-007ZC, by INH Properties, to rezone approximately 1.2 acres of land from R-2x (Low Density Residential Infill) to R-3 (Medium Density Residential).

K.3. **Annexation Petition No. CD2026-001ANX by City of Rochester**
Adopting an Ordinance approving Annexation by Ordinance No. CD2025-001ANX, by the City of Rochester, to incorporate approximately 124.61 acres of land into the City Limits with the Unified Development Code (UDC) Mixed Use General (MX-G) zoning district.

L. Tabled Items

M. Other Business

N. Adjournment



Vision, Principles & Priorities

Community Vision

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

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

Strategic Priorities

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

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

Organizational Vision

A vibrant, compassionate, innovative team.

Foundational Principles

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

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

CITY OF ROCHESTER MINNESOTA

Open Comment Period

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

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Minutes for the City Council Meeting of March 16, 2026

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
City Clerk

AGENDA SECTION:
Consent Agenda

PRESENTER:
Ann Kasel

Action Requested:
Accepting the minutes and video of the March 16, 2026, meeting as the official record of the City Council.

Report Narrative:
The Minutes are the official record of the Rochester, Minnesota, City Council. They can be found at City Council meeting of March 16, 2026.

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:

F.2

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Accounts Payable for April 6, 2026

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Finance Department

AGENDA SECTION:
Consent Agenda

PRESENTER:
Brian Anderson

Action Requested:
Approving the listing of total disbursements for April 6, 2026, in the amount of $38,643,633.22, including investment purchases of $7,975,330.41 and accounts payable of $30,668,302.81.

Report Narrative:
To see a more detailed accounting of this report:
AP Detail Report for April 6, 2026
AP Summary Report for April 6, 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

Proposed Ordinance Amendment to Section 3-1-17 of Chapter 3-1 of the Rochester Code of Ordinances Relating to Dangerous Dogs

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
City Attorney's Office

AGENDA SECTION:
Consent Agenda

PRESENTER:
City Attorney Michael Spindler-Krage

Action Requested:

1. Approving proposed Ordinance amendment to section 3-1-17 of Chapter 3-1 regarding Dangerous Dogs, and
2. Directing the City Attorney's office to prepare the Ordinance for First Reading at a future council meeting.

Report Narrative:

Rochester Code of Ordinances 3-1-17(b) enumerates the requirements with which dog owners shall comply when their dog has been declared potentially dangerous. When a dog is declared potentially dangerous, the dog owner has the right to have a hearing in front of a hearing officer. The hearing officer determines whether the declaration is upheld. However, there are times dog owners choose not to request a hearing and accept the potentially dangerous dog designation. One requirement imposed under the ordinance is a surety bond or policy of liability insurance in the amount of $25,000.00 when the hearing officer determines that the dog is potentially dangerous as a result of biting a human. As written, the insurance requirement applies only when a hearing officer upholds a potentially dangerous dog designation and not when a dog owner forgoes a hearing and accepts the designation. The proposal amends the language of the ordinance to apply the insurance requirement whenever a dog is declared potentially dangerous as a result of biting a human.

Priorities & Foundational Principles:

Public Safety

Prior Legislative Actions & Community Engagement:

None.

Fiscal & Resource Impact:

None.

Alternative Action(s):

No alternative actions are recommended at this time.

Prepared By:
Jody Houghton

Attachments:
Ordinance - Section 3-1-17 Dangerous Dogs

Sec. 3-1-17. Dangerous dogs.

(a) The provisions of Minn. Stats. §§ 347.50—347.565, relating to the regulation of dangerous dogs, are hereby incorporated by reference and adopted as part of this section. The city clerk shall establish and maintain a list of qualified impartial hearing officers who may be assigned to conduct hearings required by these sections.

(b) Potentially dangerous dogs shall be regulated under Minn. Stats. §§ 347.50—347.565 the same as if they were dangerous dogs. Notwithstanding the provisions of Minn. Stats. §§ 347.50—347.565, the following provisions shall apply:

(1) The definition of the term "proper enclosure" shall be expanded to include a fenced-in yard that prevents the dog from leaving the property and to which the public cannot gain access;

(2) The dog owner shall not be required to have the dog sterilized; and

(3) A surety bond or policy of liability insurance in the amount of $25,000.00 shall be required if ~~the hearing officer determines that~~ the dog is declared potentially dangerous as a result of biting a human.

(c) No person shall take a dog that has been declared dangerous or potentially dangerous into the city's dog parks or trails unless the dog is muzzled and restrained by a substantial chain or leash, and is under the physical restraint of a responsible person.

(Code 1965, § 106A.18; Ord. No. 3890, 10-6-2008; Ord. No. 4037, 11-7-2011; Ord. No. 4201, 7-20-2015)

F.4

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Any Path Home Charter Agreement

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Community Development

AGENDA SECTION:
Consent Agenda

PRESENTER:
Taryn Edens

Action Requested:
Approving the Any Path Home Charter Agreement.

Report Narrative:
Any Path Home is a joint initiative of ten organizations committed to ending homelessness. Following the adoption of the Charter Agreement, the initiative has moved into implementation and is formalizing governance, partner roles, and coordinated practices. The Any Path Home Charter Agreement outlines the shared purpose and how each agency will contribute to this goal.

The Council is being asked to review the Charter and consider approving it. This Charter commitment would include defining the City's role as a split backbone support between Olmsted County and the City. The City will support Any Path Home's communication through community relations and by developing and implementing communication strategies. Olmsted County established an Any Path Home Coordinator position approved in February 2026 to serve as the operational support organization for Any Path Home.

The Charter serves as a governance document, clarifying member commitments and that decisions are made through consensus. Bylaws provide the detailed rules and procedures for how Any Path Home operates through specific processes, expectations, and mechanics to carry out the charter.

Priorities & Foundational Principles:
Affordable Living
Social Equity

Policy Considerations & DEI Impact:
The Any Path Home Charter Agreement will contribute to achieving the overall policy goal outlined in the Comprehensive Plan: 2040 Plan to Succeed, which is to ensure that all individuals have fair and equal access to adequate, affordable housing now and in the future.

This agreement aligns with our commitment to diversity, equity, and inclusion by promoting socioeconomic equity within our community. While a variety of solutions are necessary to address our housing challenges, the approval of this charter will specifically support Persons Experiencing Homelessness (PEH) by creating pathways to housing stability. This not only helps individuals regain their footing but also enables them to thrive, contribute to the community, and live with dignity.

The Any Path Home program models our core values of social equity and compassion, ensuring that our

homeless response system is inclusive and supportive of the most vulnerable members of our community. By committing to this initiative, we are taking an important step toward reducing homelessness and building a more equitable, inclusive future for all.

Prior Legislative Actions & Community Engagement:

March 10, 2025: Study Session - Unsheltered Homelessness Update
April 7, 2025: Council Meeting - Any Path Home Charter Review
March 9, 2026: Study Session - Any Path Home Program Update

Fiscal & Resource Impact:

There is currently no financial request to join this initiative. Funding in the amount of $300,000 per year for two years of Any Path Home has been funded by Olmsted County. The Charter does spell out a minimum time commitment of two hours per month for staff and the appointed elected official.

Alternative Action(s):

Approving the Any Path Home Charter Agreement.

Prepared By:

Taryn Edens

Attachments:

Exhibit - Any Path Home Charter 2026



Collective Impact Charter

Purpose of the Charter

This charter is intended to provide a clear, concise understanding of what Any Path Home is, why it exists, and how charter members work together toward a shared goal.

Shared Purpose

A community working together to ensure that *everyone in Olmsted County has a home*.

Initiative Overview

Any Path Home is a countywide collective impact initiative designed to prevent and end homelessness in Olmsted County. The initiative brings together public agencies, nonprofit organizations, people with lived expertise, and community charter members to align efforts, share responsibility, and improve housing outcomes for people experiencing homelessness, with a clear focus on those in literal homeless situations.

Ending homelessness in Olmsted County means we have a unified homeless response system that brings together national best practices to identify housing solutions, assist with documenting client needs, and provide housing for people experiencing homelessness so that it's rare, brief, and non-occurring.

We achieve this when nobody is experiencing long term homelessness in Olmsted County. Additionally, everyone experiencing homelessness is identified and connected to the Any Path Home By Name List within 30 days of first entry.

Core Values-What We Believe

Any Path Home pursues our shared purpose by adhering to best practices, and shared values that guide system-wide coordination, decision-making, and collective action.

- Housing is a right, not a privilege
- Ending homelessness benefits everyone
- Homelessness is a systems failure (social system, government system, financial system, etc.), and the burden of the solution should fall back on these systems
- Collaboration and partnership are essential to effective solutions
- Diversity of experience and influence strengthens our collective impact

Guiding Principles-How We Operate

Any Path Home exists to:

- Create a coordinated, equitable response to homelessness in Olmsted County

- Align systems, resources, and strategies toward our shared purpose
- Improve outcomes by sharing data and ensuring accountability
- Strengthen collaboration across housing, shelter, outreach, and supportive services

The initiative is grounded in the belief that every path to housing matters, and that progress requires shared ownership, transparency, and sustained collaboration.

Collective Impact Framework

Any Path Home operates using a collective impact model. The foundation of these are the following five conditions:

1. **Shared Purpose**

   All charter members align to a common purpose: Everyone in Olmsted County has a home. This shared purpose guides decision-making, resource allocation, and system design.

2. **Aligned Approach**

   Charter members contribute through actions and activities that are equitable and aligned to the shared purpose. Each organization maintains its own mission and programs while intentionally coordinating efforts to strengthen the overall system response.

3. **Shared Data and Measurement**

   Charter members participate in shared data practices to inform decision-making and track progress, including:

   - Use of HMIS (Homeless Management Information System) and/or other appropriate data sets
   - Maintenance of an Olmsted County By-Name List of people experiencing homelessness
   - Coordinated efforts to move people from the By Name List into housing
   - Ongoing work both upstream and downstream to prevent housing loss and support housing stability

   Shared measurement allows the collective to identify gaps, adjust strategies, and improve outcomes over time.

4. **Continuous Communication**

   Regular, transparent communication supports trust, alignment, and learning across charter members. Communication occurs through structured meetings, workgroups, and

community updates to ensure consistent understanding of priorities, progress, and challenges.

5. **Backbone Support**

   Olmsted County serves as the operational support organization for Any Path Home. This includes:

   - Providing coordination and administrative support
   - Supporting data infrastructure and systems alignment
   - Facilitating communication across charter members
   - Advancing shared strategies and accountability

   The City of Rochester serves as the communication support organization for Any Path Home. This includes:

   - Engaging in community relations and communication about Any Path Home
   - Developing and implementing communication strategies around progress
   - Advancing shared strategies and accountability frameworks

Governance and Structure

Any Path Home uses a shared governance structure to guide strategy, decision-making, and accountability.

Leadership Council

The Leadership Council brings together public, private, and non-profit sector leaders along with people with lived expertise. The Leadership Council serves as the primary decision-making body, providing overall direction and oversight for the initiative, as well as spearheading efforts for securing collective funding opportunities. The Council considers input from committees and workgroups when making decisions that affect the system as a whole.

The Any Path Home Leadership Council follows formal by-laws that highlight specific requirements for Leadership Council members. Members of the Leadership Council should include the following:

- Representation of one member of the Olmsted County Board of Commissioners and the Rochester City Council
- People with lived expertise of experiencing homelessness
- Agencies serving people experiencing homelessness
- Community leaders

Committees and Workgroups

Along with the Leadership Council, workgroups and committees will provide support to inform the decision-making process. Committees and workgroups that support implementation and inform decision-making, may include:

- **Steering Committee:** Member agency leadership responsible for identifying resources needed to build an effective response system and providing accountability for people and program outcomes.
- **Case Conferencing Workgroup:** Direct service staff responsible for overseeing the by-name list and coordinating pathways to housing.
- **Community Alliance:** A forum to share updates with the broader community and engage in learning and connection around homelessness.
- **Public Space Solutions:** Collaboration of business, law enforcement, shelter providers, people with lived expertise, and local government representation to develop solutions around population challenges in the City of Rochester that will decrease unsheltered homelessness.
- **Other:** Timebound or ongoing groups focused on specific strategies or priority areas as identified by the Leadership Council.

Membership and Participation

Membership in Any Path Home is open to organizations serving people experiencing homelessness and organizations that believe in the core value and mission of Any Path Home.

Charter membership is offered in two categories:

Direct Service Agency Membership:

Direct Service Agency members have programming focused specifically on people experiencing homelessness, and staffing dedicated directly to this population that is specific to the Any Path Home mission. These members are expected to contribute, have decision-making authority or access, and participate in workgroups as aligned. Members commit to:

- Engaging authentically in meetings and collaborative efforts
- Consistently sharing data through HMIS and/or the By-Name List
- Upholding the values, principles, and practices outlined above

- Supporting system improvements and collective decision-making
- Providing operational capacity to move the Any Path Home initiative forward through staffing, programming, or services.
- Sharing information about participating agency operations that impact the APH ecosystem

Direct Service Agency Membership Benefits

Direct Service Agency members will have:

- Access to real time data and information reflecting the collective impact of Any Path Home
- Opportunities to be recognized as charter members and use the Any Path Home logo
- Opportunities to apply collectively for grants or receive letters of support for funding efforts

Community Membership:
Organizations that have core value alignment and a desire to see the mission of Any Path Home executed. Community Members commit to:

- Engaging authentically in meetings and collaborative efforts as applicable
- Demonstrating core value and practice alignment with Any Path Home efforts

Community Membership Benefits

Community Members will have:

- Access to updates reflecting the collective impact of Any Path Home
- Opportunities to be recognized as charter members and use the Any Path Home logo



Collective Impact Charter

Agency Participation Addendum

This addendum outlines expectations for organizations choosing to participate in Any Path Home. This includes members that execute programming focused specifically on people experiencing homelessness, and staffing dedicated directly to this population that is specific to the Any Path Home mission. These members are expected to contribute, have decision-making authority or access, and participate in workgroups as aligned.

Members commit to:

- Engaging authentically in meetings and collaborative efforts
- Consistently sharing data through HMIS and the By Name List
- Upholding the values, principles, and practices outlined above
- Supporting system improvements and collective decision-making
- Providing operational capacity to move the Any Path Home initiative forward through staffing, programming, or services.
- Sharing information about agency operations that impact the APH ecosystem

Participation Expectations

Participating agencies agree to:

- Attend at least 75 percent of required meetings annually
- Participate in shared planning and system design efforts
- Engage in continuous improvement to strengthen outcomes for people experiencing homelessness

Data Participation

- Agencies agree to participate in HMIS or other data collection models and contribute to shared data efforts, including the by-name list, in accordance with applicable privacy and data-sharing requirements.
- Utilize shared data to support coordinated housing placement and system improvement
- Report outcomes tied to funding when applicable

Membership Benefits

Participating members will have:

- Access to real time data and information reflecting the collective impact of Any Path Home
- Opportunities to be recognized as charter members and use the Any Path Home logo

- Opportunities to apply collectively for grants or receive letters of support for funding efforts

Funding Eligibility

Participation in Any Path Home makes agencies eligible, but does not guarantee selection, for:

- Collective grants
- Pilot or demonstration funding

Funding decisions will align with shared goals, outcomes, and system priorities.

Communications and Media

Participating agencies agree that Any Path Home may:

- Use agency logos for collective materials
- Speak collectively to media on behalf of the initiative
- Share high-level stories, outcomes, and system updates without prior agency approval

People participant stories require agency consent and must follow applicable confidentiality and privacy requirements.

Commitment to the Collective

By signing this Any Path Home Agency Participation Addendum, agencies affirm their commitment to the shared purpose, collective impact approach, and collaborative responsibilities outlined in this addendum.

Any Path Home Leadership Council reserves the right to discontinue membership if participating agency is no longer able to fulfill commitments.

_____ _____

Participating Agency Date

F.5

REQUEST FOR ACTION

Request for Proposals for the Sale and Redevelopment of Two City-owned Residential Properties

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Community Development

AGENDA SECTION:
Consent Agenda

PRESENTER:
Josh Johnsen

Action Requested:
Authorizing the issuance of a Request for Proposals (RFP) for the sale and redevelopment of the two City-owned residential properties.

Report Narrative:
Seeking authorization to release a Request for Proposals (RFP) for the sale and redevelopment of two City-owned residential properties. The purpose of the RFP is to return currently underutilized City-owned land to productive private ownership while supporting housing and neighborhood stability objectives.

The RFP invites proposals from qualified individuals, nonprofit organizations, and for-profit developers interested in purchasing and redeveloping the properties for residential use. The intent is to encourage redevelopment that is compatible with the surrounding neighborhood character, improves housing quality, and contributes to long-term property value and tax base growth.

In addition to returning the properties to the tax rolls, the RFP encourages development outcomes that support broader community goals identified in the Comprehensive Plan. These goals include the creation of owner-occupied housing opportunities, development of “missing-middle” housing types such as duplexes or townhomes, housing attainable to the workforce and moderate-income households, and sustainable building and site design.

Recognizing that smaller developers often face barriers in accessing redevelopment opportunities, the RFP also includes provisions intended to expand participation by emerging and locally based developers.

Proposals will be evaluated using a 100-point scoring system that considers purchase price, development quality, project feasibility, timeline, community benefit, and developer capacity. The City reserves the right to select the proposal that provides the greatest overall public value rather than solely the highest purchase offer.

Priorities & Foundational Principles:
Fiscal Responsibility & Sustainability
Economic Resilience

Policy Considerations & DEI Impact:

Historically, access to real estate development opportunities has been limited for many small and underrepresented developers due to barriers such as capital requirements, lack of development track record, and limited access to public procurement processes. By structuring this disposition as an open and competitive RFP and including scoring incentives for emerging developers and participation by underrepresented development teams, the City seeks to expand access to these opportunities.

The evaluation criteria include a category recognizing emerging developers and proposals that include meaningful participation by individuals from historically underrepresented communities or partnerships with minority-owned, women-owned, veteran-owned, or disadvantaged business enterprises. These criteria are intended to encourage broader participation and help foster a more inclusive local development ecosystem.

In addition, the RFP encourages redevelopment that supports attainable homeownership opportunities and workforce housing options. Increasing the supply of housing attainable to moderate-income households can help expand access to stable housing opportunities for a broader range of residents.

Prior Legislative Actions & Community Engagement:

July 26, 2021: Council Study Session - City-owned property recommendations.
August 16, 2021: Council Meeting - Approval of strategies to utilize existing City real estate for strategic priorities.
July 14, 2025: Council Study Session - Update on City real estate disposition activities.

Fiscal & Resource Impact:

Issuing the RFP is not anticipated to have a significant fiscal impact on the City beyond routine staff time associated with administering the solicitation, reviewing proposals, and recommending a developer.

The sale of the properties will generate one-time revenue to the City through the purchase price paid by the selected developer(s). Following redevelopment, the properties will return to private ownership and contribute to the City's tax base through ongoing property tax generation.

Redevelopment may also reduce potential long-term public costs associated with maintaining vacant or underutilized properties and support neighborhood property value stabilization.

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:

Brent Svenby

Attachments:

RFP - Rochester Property Disposition

Map - Location of Properties

CITY OF ROCHESTER, MINNESOTA

REQUEST FOR PROPOSALS

DISPOSITION AND REDEVELOPMENT OF CITY-OWNED RESIDENTIAL PROPERTIES

KEY DATES	
RFP Issue Date	Tuesday, April 7, 2026
Questions Due	Friday, May 1, 2026
Proposals Due	**Friday, May 22, 2026 by 4:00 PM**
City Council Consideration	June 15, 2026

Submit Proposals To:

Josh Johnsen, Senior Economic Development Specialist
City of Rochester | Jjohnsen@rochestermn.gov
Subject Line: "RFP – City Property Disposition"

1. INTRODUCTION

The City of Rochester, Minnesota ("City") is soliciting proposals from qualified individuals, developers, nonprofit organizations, or other entities ("Respondents") for the purchase and redevelopment of two (2) City-owned residential properties.

The City's objective is to return these properties to productive use in a manner that:

- Enhances neighborhood stability
- Aligns with the City's Comprehensive Plan
- Supports high-quality residential development
- Promotes long-term property value and tax base growth
- Advances community priorities including affordability, sustainability, and equitable development
- Encourages participation by small, emerging, and locally based developers to help build development capacity and expand access to redevelopment opportunities

The City reserves the right to sell the properties separately or together.

2. PROPERTY INFORMATION

Property 1

Address	Southwest corner of the intersection of 4th Street SE and 13th Avenue SE
Parcel ID	640112005416, 640112005415, 640112005413
Zoning	MXT-COR
Lot Size	16,385.52 sq ft.
Current Use	Vacant undeveloped land

Property 2

Address	Located between 415 and 419 18th Street SW
Parcel ID	641134010040
Zoning	R1
Lot Size	23,914.50 sq ft.
Current Use	Vacant, undeveloped wooded land

> *All properties are sold "as-is, where-is."*

3. DEVELOPMENT OBJECTIVES

Respondents must demonstrate how their proposal will:

1. Be consistent with applicable zoning and land use policies
2. Be compatible with surrounding residential character
3. Improve neighborhood livability
4. Provide durable, high-quality construction

5. Meet all applicable building codes and City standards

The City may give preference to proposals that include:

- Owner-occupied housing
- Affordable or workforce housing components
- Sustainability features such as energy efficiency and stormwater management
- Timely construction commitments
- Development capacity and project readiness

3A. PUBLIC BENEFIT PRIORITIES

The City seeks redevelopment proposals that generate meaningful public benefit in addition to returning the property to productive tax-generating use. Respondents are encouraged to consider the following community priorities where feasible:

- Creation of owner-occupied housing opportunities
- Development of missing-middle housing types such as duplexes, triplexes, townhomes, or cottage housing
- Housing attainable to workforce and moderate-income households
- Context-sensitive design that enhances neighborhood character
- Sustainable site design, including energy efficiency, tree preservation, and stormwater management
- Small-scale or incremental development models that expand local developer participation
- Participation of local contractors or small businesses where possible

Proposals are not required to address all priorities but should identify the public benefits created by the project.

4. ELIGIBLE RESPONDENTS

Eligible respondents include:

- For-profit developers
- Nonprofit housing organizations
- Individuals building a primary residence
- Joint ventures or development partnerships

Respondents must demonstrate financial capacity and experience sufficient to complete the proposed project.

City Support for Emerging Developers

The City recognizes that smaller or first-time developers may have limited experience responding to formal RFP processes. The City encourages participation by emerging developers and seeks to reduce barriers to participation.

To support broader participation:

- A pre-submission meeting and site visit will be offered
- Respondents may submit conceptual development plans rather than fully engineered designs
- Emerging developers may partner with experienced development mentors or consultants
- Experience will be evaluated relative to project scale

> *Smaller residential projects will not be disadvantaged compared to larger development experience.*

5. PROPOSAL REQUIREMENTS

Proposals must include the following sections:

A. Cover Letter

- Name of Respondent
- Primary Contact Person
- Phone and Email
- Identification of which property (or both) is being proposed

B. Purchase Offer

- Proposed purchase price
- Proposed earnest money amount
- Requested contingencies (if any)

C. Development Plan

- Description of proposed development
- Site plan or conceptual layout
- Building elevations (if available)
- Estimated total project cost
- Proposed timeline from acquisition to certificate of occupancy

D. Financial Capacity

- Evidence of financing (bank letter, proof of funds, or lender letter)
- Description of funding sources

E. Experience

- Description of past projects (if applicable)
- Description of development team or advisors
- References (minimum of two)

F. Community Impact

- Description of neighborhood benefits
- Affordability components (if applicable)
- Sustainability measures (if applicable)

6. EVALUATION CRITERIA

Proposals will be evaluated using a 100-point scoring system.

Criteria	Maximum Points
Community Benefit	20
Quality & Feasibility of Development Plan	20
Experience & Qualifications	15
Financial Capacity & Readiness	15
Equity, Inclusion & Emerging Developer Participation	10
Neighborhood Compatibility	10
Project Timeline	5
Purchase Price Offered	5
Total Possible Points	**100**

Best Value Determination

Selection will be based on the proposal that provides the best overall value and public benefit to the City, considering price, development quality, feasibility, and community impact. The City is not required to select the proposal offering the highest purchase price.

The City reserves the right to adjust weighting if deemed in the public interest.

Equity, Inclusion & Emerging Developer Participation (10 Points)

The City of Rochester seeks to expand access to development opportunities and foster a more inclusive local development ecosystem.

A. Emerging Developer Status (Up to 5 Points)

Points may be awarded to Respondents who demonstrate they are an Emerging Developer, defined as a developer or development firm that is establishing or expanding its development portfolio but has not yet completed multiple large-scale projects.

This may include:

- A developer with a limited number of prior completed residential development projects
- A small or locally based development firm seeking to expand its project portfolio
- A developer that has completed smaller-scale projects and is seeking to grow development capacity through this opportunity

Respondents should describe their development history and how the proposed project contributes to building long-term development capacity and experience.

B. Inclusion of Underrepresented Developers (Up to 5 Points)

Points may be awarded to proposals that:

- Are led by developers from historically underrepresented communities
- Include meaningful ownership participation (minimum 25%) by underrepresented individuals
- Demonstrate partnership with certified minority-owned, women-owned, veteran-owned, or disadvantaged business enterprises

Respondents may voluntarily disclose relevant ownership information. Disclosure is optional and will not disqualify any respondent.

Evaluation may consider: ownership structure, decision-making authority, level of participation in project execution, and long-term wealth-building opportunity created by the project.

The City may conduct interviews with selected respondents.

7. SELECTION PROCESS & SCHEDULE

RFP Issued	Tuesday, April 7, 2026
Optional Pre-Submission Meeting/Site Visit	Friday, April 17, 2026
Questions Due	Friday, May 1, 2026
Proposals Due	Friday, May 22, 2026, by 4:00 PM
Review Period	May 26 – June 3, 2026
City Council Consideration	June 15, 2026

The City Council reserves final approval authority.

8. CONDITIONS OF SALE

- Properties sold "as-is"
- Buyer responsible for closing costs unless otherwise negotiated
- Buyer must enter into a Development Agreement with the City prior to closing
- Development Agreement may include construction deadlines and performance benchmarks
- Failure to meet benchmarks may result in reversion or repurchase rights
- Assignment of the purchase agreement may require City approval
- Compliance with all local, state, and federal regulations required

The property must be developed substantially in accordance with the approved proposal. Resale of the property prior to commencement of construction may require City approval.

The City reserves the right to:

- Reject any or all proposals
- Waive informalities
- Negotiate with selected respondent(s)
- Cancel this RFP at any time

9. SUBMISSION INSTRUCTIONS

Submit proposals electronically in PDF format to:

Josh Johnsen
Senior Economic Development Specialist, City of Rochester
Jjohnsen@rochestermn.gov
Subject Line: "RFP – City Property Disposition"

> *Late submissions will not be accepted.*

10. INQUIRIES

All questions must be submitted electronically to:

Brent Svenby
Bsvenby@rochestermn.gov

No verbal interpretations will be binding.

The City does not establish quotas or set-asides through this RFP. All proposals will be evaluated on overall merit. Equity-related criteria are intended to support inclusive economic participation consistent with the City's adopted policies and strategic goals.

The City intends this RFP process to comply with applicable Minnesota laws governing municipal property disposition and competitive procurement, maintaining open and fair competition while allowing the City to evaluate proposals based on overall public benefit.



01. Durand Subdivision Excess

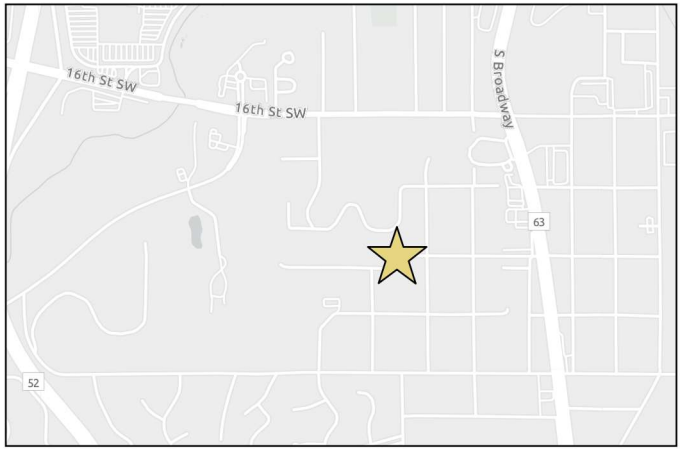
PIN	005413, 005415, 005416
Size (sqft)	5,726.65, 5,326.06, 5,332.81
EMV	$65,500.00
Departmental Management	Public Works
Zoning	MXT-COR
Land Use	Transit Supportive Neighborhood
Priority	Near-Term
LIHTC Eligible	Yes
Notes	Traffic study may be needed to determine if eastbound turn lane is still necessary. Access would be the main concern. Convey for residential development. No existing water services to parcels. Sidewalk dedication would be required.





02. Hilmer's High View Acres Excess

PIN	010040
Size (sqft)	23,914.51
EMV	$28,900.00
Departmental Management	Parks and Recreation
Zoning	R1
Land Use	Low Density Residential
Priority	Near-Term
LIHTC Eligible	No
Notes	Drainage concens and rubble on the site. Convey for residential development. Decorah edge on the property, but would be exempt due to when the subdivision was approved.



CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

2025 Byrne Memorial Justice Assistance Grant

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Rochester Police Department

AGENDA SECTION:
Consent Agenda

PRESENTER:
Cpt. Gronholz

Action Requested:

Authorizing application for the FY2025 Edward Byrne Memorial Justice Assistance Grant and, if awarded, accept and utilize the funds for the purchase and deployment of fixed License Plate Reader technology.

Report Narrative:

The Edward Byrne Justice Assistance Grant (JAG) was named to honor the sacrifice of New York City Police Department Officer Edward Byrne. Officer Byrne was assassinated over two decades ago by a violent drug gang in NYC as he sat in a marked patrol car. He was only 22 years old at the time of his death. The grant program is meant to help communities become safer and better places to work and live. The program supports local law enforcement initiatives, including equipment, technology, improvements, and operational enhancements.

This is a formula grant and our jurisdiction has been allocated $28,188. Olmsted County is not eligible for a direct allocation, but the City and County are required to work as partners. The Olmsted County Sheriff's Office (OCSO) and the Rochester Police Department (RPD) have traditionally agreed to allocate 20% of the grant award to the OCSO and we would like to do that again this year.

RPD would like to use its portion of the grant for fixed license plate reader technology. License Plate Reader (LPR) systems are widely used by law enforcement and assist in identifying stolen vehicles, located wanted individuals, responding to missing persons and supporting criminal investigations. The proposed project involves the acquisition and installation of fixed LPR cameras at strategic locations throughout the City. These systems automatically capture and analyze license plate reader data, allowing law enforcement to identify vehicles associated with criminal activity, receive real-time alerts on stolen or wanted vehicles, and enhance investigative capabilities. The deployment of LPR technology would be done with adherence to the law and strong emphasis on privacy protections.

There is no local match required for the grant. As in past years, a Memorandum of Understanding (MOU) with Olmsted County is required and is attached.

Priorities & Foundational Principles:

Public Safety
Quality Services

Policy Considerations & DEI Impact:

RPD continues to implement programs to enhance public safety, reduce violence, and leverage technology responsibly, while respecting the rights and privacy of our community.

Prior Legislative Actions & Community Engagement:

A public notice and invitation for community input will be placed on the Police Department's webpage under Dashboards & Reports.

Fiscal & Resource Impact:

The federal grant will enhance RPD's ability to combat violent crime and increase public safety.

Alternative Action(s):

No alternate actions are recommended at this time.

Prepared By:

Sarah Clayton

Attachments:

Exhibit - Edward Byrne Memorial Justice Assistance Grant

Memorandum of Understanding - 2025 Byrne Grant MOU

OMB No. 1121-0329
Approval Expires 02/28/2027

BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula

Total Amount To Be Awarded Under This Funding Opportunity: $96,384,585

Anticipated Award Ceiling: Up to $4,098,693

Anticipated Period of Performance Duration: 48 months

Funding Opportunity Number: O-BJA-2025-172542

Deadline to submit SF-424 in Grants.gov: **April 21, 2026 by 11:59pm Eastern Time**
Deadline to submit application in JustGrants: **April 28, 2026 by 5:00pm Eastern Time**

Bureau of Justice Assistance
U.S. Department of Justice

CONTENTS



Basic Information **3**



Eligibility **7**



Program Description **8**



Application Contents, Submission Requirements, and Deadlines **13**



Application Review **26**



Award Notices **27**



Post-Award Requirements and Administration **28**



Other Information **30**



Application Checklist **31**

BASIC INFORMATION

The U.S. Department of Justice (DOJ), Office of Justice Programs (OJP), Bureau of Justice Assistance (BJA) is accepting applications for funding in response to this notice of funding opportunity (NOFO).

Agency Name	U.S. Department of Justice Office of Justice Programs Bureau of Justice Assistance
NOFO Title	BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula
Announcement Type	Initial
Funding Opportunity Number	O-BJA-2025-172542
Assistance Listing Number	16.738

Executive Summary

This NOFO will provide formula funding to eligible units of local government to, in general, support hiring additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.
7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.
10. Programs to purchase and operate unmanned aircraft systems (as defined in section 44801 of title 49, United States Code) to benefit public safety.
11. Programs to purchase and operate counter-UAS systems (as defined in section 44801 of title 49, United States Code) included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section.

- **Category 1: Applicants with allocation amounts less than $25,000**
  Category 1 provides formula funding to eligible units of local government with FY25 JAG allocations less than $25,000 as listed on the JAG Allocations webpage. Applicants must use JAG funds consistent with the programmatic requirements outlined in this NOFO.

- **Category 2: Applicants with allocation amounts $25,000 or more**

Category 2 provides formula funding to eligible units of local government with FY25 JAG allocations of $25,000 or more as listed on the JAG Allocations webpage. Applicants must use JAG funds consistent with the programmatic requirements outlined in this NOFO.

Please see the Eligible Applicants section for the eligibility criteria.

OJP is committed to advancing work that furthers DOJ's mission to uphold the rule of law, to keep our country safe, and to protect civil rights. OJP provides federal leadership, funding, and other critical resources to directly support law enforcement, combat violent crime, protect American children, provide services to American crime victims, and address public safety challenges, including human trafficking and the opioid crisis.

Key Dates and Times

Funding Opportunity Release Date	March 13, 2026
SAM.gov Registration/Renewal	Recommend beginning process by March 13, 2026, and no later than March 27, 2026
Step 1: Grants.gov Application Deadline	11:59 p.m. Eastern Time on April 21, 2026
Step 2: JustGrants Application Deadline	5:00 p.m. Eastern Time on April 28, 2026

Funding Details

Total Amount To Be Awarded Under This Funding Opportunity: $96,384,585

- **C-BJA-2025-00118-PROD, Category 1: Applicants with allocation amounts less than$25,000**
  - **Anticipated Number of Awards:** 637
  - **Anticipated Award Ceiling:** $24,975
  - **Anticipated Period of Performance Start Date:** October 1, 2024
  - **Anticipated Period of Performance Duration:** 24 months

- **C-BJA-2025-00119-PROD, Category 2: Applicants with allocation amounts $25,000 or more**
  - **Anticipated Number of Awards:** 593
  - **Anticipated Award Ceiling:** $4,098,693
  - **Anticipated Period of Performance Start Date:** October 1, 2024
  - **Anticipated Period of Performance Duration:** 48 months

Availability of Funds

This funding opportunity, and awards under this funding opportunity, are subject to the availability of funding and any changes or additional requirements that may be imposed by the agency or by law. In addition, nothing in this NOFO is intended to, nor does it, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the

United States or its departments, agencies, entities, officers, employees, agents, or any other person.

Statutory Authority

Pub. L. No. 90-351, Title I, Part E, subpart 1 (codified at 34 U.S.C. 10151-10158); see also 28 U.S.C. 530C(a).

Agency Contact Information

For assistance with the requirements of this funding opportunity:

OJP Response Center
Phone: 800-851-3420 or 202-353-5556 (TTY for hearing-impaired callers only)
Email: OJP.ResponseCenter@usdoj.gov
Hours of operation: 9:00 a.m. to 5:00 p.m. Eastern Time (ET) Monday–Friday

For assistance with **SAM.gov** (registration/renewal):

SAM.gov Help Desk
Web: SAM.gov Help Desk (Federal Service Desk)
Hours of operation: 8:00 a.m. to 8:00 p.m. ET Monday–Friday, except on federal holidays

For assistance with **Grants.gov** (registration, submission of the Application for Federal Assistance SF-424):

Grants.gov Customer Support Hotline
Phone: 800-518-4726, 606-545-5035
Email: support@grants.gov
Web: Grants.gov Customer Support
Hours of operation: 24 hours a day, 7 days a week, except on federal holidays

For assistance with **JustGrants** (registration, submission of full application):

JustGrants Service Desk
Phone: 833-872-5175
Email: JustGrants.Support@usdoj.gov
Hours of operation: 7:00 a.m. to 9:00 p.m. ET Monday–Friday and 9:00 a.m. to 5:00 p.m. ET on Saturday, Sunday, and federal holidays.

For procedures related to unforeseen technical issues beyond the control of the applicant that impact submission by the deadlines, see Experiencing Technical Issues Preventing Submission of an Application (Technical Waivers).

Resources for Applying

OJP Grant Application Resource Guide: Referred to as the Application Resource Guide throughout the NOFO, this resource provides guidance to help applicants for OJP funding prepare and submit their applications.

JustGrants Application Submission Training Webpage: Offers helpful information and resources on the grant application process.

Note: If this NOFO requires something different from any guidance provided in the Application Resource Guide, the difference will be noted in this NOFO and the applicant should follow the guidance in this NOFO.

ELIGIBILITY

Eligible Applicants

The types of entities that are eligible to apply for this funding opportunity are listed below:

- **Government Entities**
  - Special district governments
  - City or township governments
  - County governments
  - Native American tribal governments (Federally recognized)

By law, for purposes of the JAG Program, the term "units of local government" includes a town, township, village, parish, city, county, borough, or other general-purpose political subdivision of a state, or it may be a federally recognized American Indian tribal government that performs law enforcement functions (as determined by the Secretary of the Interior). A unit of local government also may be any law enforcement district or judicial enforcement district established under applicable state law with authority to independently establish a budget and impose taxes; for example, in Louisiana, a unit of local government means a district attorney or parish sheriff.

Prior to starting an application to this NOFO, all prospective unit of local government applicants should check the JAG Allocation page and the link to their relevant state to determine if they are eligible for a direct award from BJA.

- Eligible applicants with allocation amounts of less than $25,000 must apply to Category 1.
- Eligible applicants with allocation amounts of $25,000 or more must apply to Category 2.
- Only one eligible unit of local government that is a member of a disparate group may apply for funding as the fiscal agent for the other members of the group.
- Applications from ineligible units of local government (i.e., not listed in the allocation charts) will not be accepted for funding.

Cost Sharing/Match Requirement

This NOFO does **not** require cost sharing/match.

PROGRAM DESCRIPTION

General Purpose of the Funding

This NOFO will provide formula funding to eligible units of local government to, in general, support hiring additional personnel and/or purchase equipment, supplies, contractual support, training, technical assistance, and information systems for criminal justice or civil proceedings, including for any one or more of the following program areas:

1. Law enforcement programs.
2. Prosecution and court programs.
3. Prevention and education programs.
4. Corrections and community corrections programs.
5. Drug treatment and enforcement programs.
6. Planning, evaluation, and technology improvement programs.
7. Crime victim and witness programs (other than compensation).
8. Mental health programs and related law enforcement and corrections programs, including behavioral programs and crisis intervention teams.
9. Implementation of state crisis intervention court proceedings and related programs or initiatives, including but not limited to mental health courts, drug courts, veterans courts, and extreme risk protection order programs.
10. Programs to purchase and operate unmanned aircraft systems (as defined in section 44801 of title 49, United States Code) to benefit public safety.
11. Programs to purchase and operate counter-UAS systems (as defined in section 44801 of title 49, United States Code) included on the list of technologies established by subsection (d)(2)(A)(iii) section 210G of the Homeland Security Act of 2002 (6 U.S.C. 124n(d)(2)(A)(iii)) to exercise the authority granted under subsection (a)(2) of such section.

This NOFO has two categories:

Category 1: Applicants with allocation amounts less than $25,000
Category 1 provides formula funding to eligible units of local government with FY25 JAG allocations less than $25,000 as listed on the JAG Allocations webpage. Applicants must use JAG funds consistent with the programmatic requirements outlined in this NOFO.

Category 2: Applicants with allocation amounts $25,000 or more
Category 2 provides formula funding to eligible units of local government with FY25 JAG allocations of $25,000 or more as listed on the JAG Allocations webpage. Applicants must use JAG funds consistent with the programmatic requirements outlined in this NOFO.

In connection with all of the above purposes, it should be noted that the JAG statute, at 34 U.S.C. § 10152, defines “criminal justice” as “activities pertaining to crime prevention, control, or reduction, or the enforcement of the criminal law, including but not limited to police efforts to prevent, control, or reduce crime or to apprehend criminals, including juveniles, activities of courts having criminal jurisdiction, and related agencies (including but not limited to prosecutorial and defender services, juvenile delinquency agencies and pretrial service or release agencies), activities of corrections, probation, or parole authorities and related agencies

assisting in the rehabilitation, supervision, and care of criminal offenders, and programs relating to the prevention, control, or reduction of narcotic addiction and juvenile delinquency."

Additionally, JAG funds awarded under this NOFO may be used for any purpose indicated here: Purposes for Which Funds Awarded Under the Edward Byrne Memorial Justice Assistance Grants (JAG) Program May Be Used.

Areas of Emphasis

BJA recognizes that many state and local criminal justice systems currently face challenging fiscal environments and that an important, cost-effective way to relieve those pressures is to share or leverage resources through cooperation among federal, state, local, tribal and territorial (SLTT) law enforcement. BJA encourages SLTT recipients of FY25 JAG funding to join federal law enforcement agencies in addressing the following challenges:

Combatting Violent Crime: JAG funds may be used to implement, enhance, or expand projects that combat violent crime. This should include directly supporting law enforcement operations. Specific activities could include addressing human trafficking of American citizens; dismantling criminal gangs, street crews, and drug networks, including drug manufacturing, dealing, and trafficking; and cracking down on the open use of illegal drugs. State and local agencies are encouraged to coordinate with their United States Attorneys and Project Safe Neighborhoods grantees in order to leverage JAG funding for violence reduction projects, to include the DOJ Operation Take Back America to eliminate cartels and transnational criminal organizations; and to coordinate their law enforcement activities with those of federal law enforcement agencies such as the Federal Bureau of Investigation (FBI), the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), the Drug Enforcement Administration, the United States Marshals Service, and the Department of Homeland Security.

Further, state and local agencies may use JAG funds to protect the public, critical infrastructure, mass gathering events, and public facilities from threats posed by the careless or unlawful use of unmanned aircraft systems (UAS) as well as to interrupt drug cartels use of UAS for smuggling and surveilling law enforcement, to include purchase of UAS (see BJA's UAS page for prior approval requirements before using JAG funds for UAS or counter-UAS) or equipment or services for the detection, tracking, or identification of drones and drone signals.

Immigration Enforcement: State and local agencies may use JAG funds to partner with federal law enforcement on immigration enforcement operations (e.g., information sharing, 287(g) partnerships, task forces, and honoring detainers), protecting critical infrastructures, and information/intelligence problems.

Safe Communities: State and local agencies may use JAG funds to support services to American citizens and American victims of crime to create safe communities. JAG funds can be used to collaborate with federal law enforcement and task forces to address endemic vagrancy and encampments that create safe havens for drugs, crime, and human trafficking. Additionally, state and local agencies may use JAG funds to focus on improving public order and quality of life through enforcement and prosecution of nuisance abatement and blight including, among other things, petty larceny and criminal damage to property, as well as utilization of maximally flexible civil commitment,

institutional treatment, and step-down treatment standards to address untreated mental health and substance use disorders. JAG funds may also be used to support American victims of trafficking and sexual assault.

Safe Houses of Worship: State and local agencies may use JAG funds to respond to and deter threats to houses of worship and other religious institutions, including religious schools. Religious institutions have recently been targeted for acts of violence and desecration. These organizations typically lack sufficient security resources to respond to heightened threats. State and local law enforcement support to houses of worship, religious schools, and other religious institutions is an effective way to combat such threats.

Applicants should refer to Application Contents, Submission Requirements, and Deadlines: Budget Worksheet and Budget Narrative for information on allowable and unallowable costs that may inform the development of their project design.

Unallowable Uses of Funds

The following are certain unallowable costs and certain activities that are out of the program scope and will not be funded.

1. Out of program scope is any program or activity, at any tier that, directly or indirectly, violates (or promotes or facilitates the violation of) federal immigration law (including 8 U.S.C. § 1373) or impedes or hinders the enforcement of federal immigration law—including by failing to comply with 8 U.S.C. § 1373, give access to DHS agents, or honor DHS requests and provide requested notice to DHS agents.

2. Out of program scope is any program or activity, at any tier that violates any applicable Federal civil rights or nondiscrimination law. This includes violations that – (1) indirectly violate the law, including by promoting or facilitating violations; or (2) unlawfully favor individuals in any race or protected group, including on a majority or minority, or privileged or unprivileged, basis, within a given area, population, or sector.

3. As specified in the DOJ Grants Financial Guide, in Chapter 3.13 “Unallowable Costs” (“Legal Services for Aliens”), any obligations of funds, at any tier, under this award to provide (or to support the provision of) legal services to any removable alien or any alien otherwise unlawfully present in the United States shall be unallowable costs for purposes any award made under this notice, but the foregoing shall not be understood to apply— (1) to legal services to obtain protection orders for victims of crime; or (2) to immigration-related legal services that may be expressly authorized or required by any law, or any judicial ruling, governing or applicable to the award.

Formula Allocations

The FY25 Local JAG Allocations are listed on the JAG Allocations webpage, with separate lists for each state. **As explained in Eligibility, only listed eligible units of local government may apply to receive direct JAG funding from BJA.**

According to the JAG Program statute, a “disparity” may exist between the funding eligibility of a county and its associated municipalities. See 34 U.S.C. § 10156(d)(4). **Units of local government identified by BJA as disparate must select a fiscal agent that will submit an application for the total allocation that includes all disparate jurisdictions.** A memorandum

of understanding (MOU) that identifies which jurisdiction will serve as the applicant or fiscal agent for joint funds must be completed and signed by each participating jurisdiction's authorized representative. Once an award is made, the fiscal agent will be responsible for distributing award funds to the other jurisdictions in the disparate group through subawards that include all appropriate award conditions. **Notes on identifying disparity in the allocation lists:**

- Disparate units of local government are listed in shaded groups, in alphabetic order by county. Units of local government identified as disparate must select one unit of local government to submit an application on behalf of the disparate group.
- Counties that have an asterisk (*) under the "Direct Allocation" column did not submit the level of violent crime data to qualify for a direct award from BJA but are in the disparate grouping indicated by the shaded area. The JAG legislation requires these counties to remain a partner with the local jurisdictions receiving funds and be a signatory on the required MOU.
- Direct allocations are listed alphabetically below the shaded disparate groupings.

Please note that disparate jurisdictions do not need to abide by the listed individual allocations. Jurisdictions in a funding disparity are responsible for determining individual amounts within the Eligible Joint Allocation and documenting individual allocations in the MOU. See the JAG FAQs for more information. A sample MOU is also available.

The JAG statutory formula is fully described within the JAG Technical Report.

Other JAG Statutory Requirements

Certification and Assurances: The JAG statute, at 34 U.S.C. § 10153 (A)(1-5), details requirements related to governing body review and public comment of a JAG application, prohibition on supplanting, as well as other requirements for which JAG recipients must submit to BJA certification and assurances. See Additional Application Components section for more details.

Prohibited Items: The JAG statute, at 34 U.S.C. § 10152, prohibits the use of JAG funds for certain items, and prohibits the use of JAG funds for other items unless BJA grants a waiver. The JAG Prohibited Expenditures Guidance provides lists, details, definitions, and procedures for prohibited expenditures under the BJA JAG Program. See Application Contents, Submission Requirements, and Deadlines: Budget Worksheet and Budget Narrative and Additional Application Components for more details.

Administrative Costs: The JAG statute, at 34 U.S.C. § 10152, requires that not more than 10 percent of a JAG grant may be used for costs incurred to administer such grant. See Application Contents, Submission Requirements, and Deadlines: Budget Worksheet and Budget Narrative for more details.

Trust Fund: The JAG statute, at 34 U.S.C. § 10158, requires that a State or unit of local government that elects to draw down JAG funds in advance must establish a trust fund in which to deposit amounts. The trust fund must be in an interest-bearing account, unless one of the exceptions in 2 C.F.R. § 200.305(b)(11) apply. See the JAG FAQs for more details.

Program Goals and Objectives

Goal: Improve the administration of the criminal justice system.

Objective 1: Provide states with additional personnel, equipment, supplies, contractual support, training, technical assistance, and information systems.

Objective 2: Assist units of local government with their criminal justice needs.

How Awards Will Contribute to Program Goals/Objectives

BJA anticipates that unit of local government recipients of JAG funding will use the funding to improve the administration of the criminal justice system.

Expected Outcomes: Deliverables and Performance Measures

To achieve the goals and objectives of this funding opportunity, OJP has identified expected deliverables that must be produced by a recipient. OJP has also identified performance measures (pieces of data) that will indicate how a recipient is achieving the performance goals and objectives identified above. Recipients will need to collect and report this performance measure data to OJP.

OJP will measure success by reviewing a recipient's submission of performance reports and data and the extent to which project implementation reflects progress toward the goals and objectives of this NOFO.

Deliverables

Recipients under this funding opportunity will not submit any deliverables beyond the standard Post-Award Requirements and Administration.

Performance Measures

OJP will require each award recipient to submit regular performance reports that communicate progress toward achieving the goals and objectives identified in Program Goals and Objectives. Applicants can visit OJP's performance measurement page at ojp.gov/performance for more information on performance measurement activities.

A list of performance measure questions for this funding opportunity can be found at: https://bja.ojp.gov/funding/performance-measures/jag-measures.pdf.

Funding Instrument

OJP expects to make awards under this funding opportunity as grants. See the "Administrative, National Policy, and Other Legal Requirements" section of the Application Resource Guide for a brief discussion of important statutes, regulations, and award conditions.



APPLICATION CONTENTS, SUBMISSION REQUIREMENTS, AND DEADLINES

This NOFO contains all the information needed to apply for this funding opportunity. The application for this funding opportunity is submitted through web-based forms and attachments in Grants.gov and JustGrants through the steps that follow.

Unique Entity Identifiers (UEIs) and SAM.gov Registration

To submit an application, an applicant must have an active registration in the System for Award Management (SAM.gov). SAM.gov assigns entities a unique entity identifier (UEI) that is required for the entity to apply for federal funding. Applicants will enter their UEI with their application. Award recipients must then maintain an active UEI for the duration of their award's period of performance.

First-time Registration: Entities registering in SAM.gov for the first time will submit information about their entity type and structure, financial information (such as dates of the fiscal year, banking information, and executive compensation), entity points of contact, and other information. The information is reviewed and verified by SAM.gov, and then a UEI is issued. This process may take several weeks, so entities considering applying for funding should begin the registration process as soon as possible.

Renewing an Existing Registration: Entities must renew their SAM.gov registration every 12 months to keep it active. If an entity does not renew their SAM.gov registration, it will expire. An expired registration can delay or prevent the submission of an application for funding in Grants.gov and JustGrants.

Applicants are encouraged to start the SAM.gov registration or renewal process **at least 30 days prior to the application's Grants.gov deadline.** Applicants who fail to begin the registration or renewal process at least 10 business days prior to the Grants.gov deadline may not be able to complete the process in time and will not be considered for a technical waiver that allows for late submission.

Submission Instructions: Summary

Applications must be submitted to DOJ electronically through a two-step process that begins in Grants.gov and is completed in JustGrants. See Basic Information: Key Dates and Times for the Grants.gov and JustGrants application deadlines.

- **Step 1:** The applicant must submit the required Application for Federal Assistance SF-424 by the Grants.gov deadline.
- **Step 2:** The applicant must submit the full application, including attachments, through JustGrants by the deadline (see JusticeGrants.usdoj.gov).

Submission Step 1: Grants.gov Submission of SF-424

Access/Registration

If the applicant does not already have a Grants.gov account, they will need to register for this opportunity in Grants.gov. Applicants should follow the Grants.gov Quick Start Guide for Applicants to register, create a workspace, assign roles, submit an application, and troubleshoot issues.

Submission of the SF-424

Applicants will begin the application process in Grants.gov with the submission of the SF-424, which collects the applicant's name, address, and UEI; the funding opportunity number; and proposed project title, among other information. The SF-424 must be signed by the Grants.gov Authorized Organizational Representative for the applicant.

See the Application Resource Guide for additional information on completing the SF-424.

Section 8F – Applicant Point of Contact: Please include the name and contact information of the individual **who will complete the application in JustGrants.** JustGrants will use this information (*i.e.*, email address) to assign the application to this user in JustGrants.

Section 19 – Intergovernmental Review: This funding opportunity is subject to Executive Order (E.O.) 12372 (Intergovernmental Review). States that participate in the Intergovernmental Review process have an opportunity to review the applicant's submission. An applicant may find the names and addresses of state Single Points of Contact (SPOCs) for Intergovernmental Review at https://www.ojp.gov/IntergovernmentalReviewSPOCList.pdf. If the applicant's state appears on the SPOC list, the applicant must contact its SPOC to find out about, and comply with, the state's process under E.O. 12372. On the SF-424, an applicant whose state appears on the SPOC list must make the appropriate selection in response to question 19 once the applicant has complied with its state E.O. 12372 process. An applicant whose state does not appear on the SPOC list should answer question 19 by selecting, "Program is subject to E.O. 12372 but has not been selected by the state for review."

An applicant should submit the SF-424 as early as possible and recommended not later than 48 hours before the Grants.gov deadline. If an applicant fails to submit the SF-424 in Grants.gov by the deadline, they will be unable to submit their application in JustGrants.

Once the first part of the application has been successfully submitted in Grants.gov, the Grants.gov Workspace status will change from "In Progress" to "Submitted." Applicants will also receive a series of four Grants.gov email notifications. Refer to the DOJ Application Submission Checklist for additional details.

If an applicant needs to update information in the SF-424 after it is submitted in Grants.gov, they can update the information as part of their JustGrants submission (see Application Contents, Submission Requirements, and Deadlines: Standard Applicant Information). They do not need to submit an update in Grants.gov.

Submission Step 2: JustGrants Submission of Full Application

Access/Registration

For first-time JustGrants applicants, once the application is received from Grants.gov, DOJ will send an email (from DIAMD-NoReply@usdoj.gov) to the email address listed in Section 8F of the SF-424 with instructions on how to create a JustGrants account. This email should arrive within 24 hours after confirmation from Grants.gov of the SF-424 submission.

Creating and setting up a JustGrants account consists of three steps:

1. Follow the instructions in the email to first confirm who will be the Entity Administrator (the person who manages which staff can access JustGrants on behalf of the applicant).
2. Log in to JustGrants and confirm the information in the Entity Profile.

3. Invite other individuals who will serve as the Application Submitter and the Authorized Representative for the applicant to register for JustGrants.

These steps should be completed in JustGrants as early as possible and recommended not later than 48 hours before the JustGrants deadline. Once registered in JustGrants, the Application Submitter will receive a link in an email to complete the rest of the application in JustGrants. Applicants can find additional information on JustGrants registration in the DOJ Grant Application Submission Checklist.

Preparing for Submission

Some of the required sections of the application will be entered directly into JustGrants, and other sections will require documents to be uploaded and attached. Therefore, applicants should allow enough time before the JustGrants deadline to prepare, enter, and upload all the requirements of the application.

Applicants may save their application in the system and add to or change the application as needed prior to hitting the "Submit" button at the end of the application in JustGrants. After the application deadline, no changes or additions can be made to the application. **OJP recommends that applicants submit the complete application package in JustGrants at least 48 hours prior to the JustGrants deadline.**

For additional information, including file name and type requirements, see the "How To Apply" section in the Application Resource Guide.

Standard Applicant Information

The Standard Applicant Information section of the JustGrants application is pre-populated with the SF-424 data submitted in Grants.gov. The applicant will need to review the Standard Applicant Information in JustGrants and can make whatever edits are needed. Within this section, the applicant will need to add ZIP codes for areas affected by the project; confirm their Authorized Representative; and confirm the organization's unique entity identifier, legal name, and address.

Proposal Abstract

A Proposal Abstract (no more than 2,000 characters) summarizing the proposed project—including its purpose, primary activities, expected outcomes, the service area, intended beneficiaries, and subrecipients (if known)—must be completed in the JustGrants web-based form. This abstract should be in paragraph form without bullets or tables, written in the third person, and exclude personally identifiable information. Abstracts will be made publicly available on the OJP and USASpending.gov websites if the project is awarded. Examples of brief Proposal Abstracts are included below.

JAG Abstract Examples

- The city of [insert] will use JAG funds for overtime for increased patrols to bolster the security of at-risk religious institutions, such as houses of worship and religious schools.
- The county of [insert] will use JAG funds to purchase police cruisers and officer personal protected equipment for increased law enforcement operations.

Disparate JAG Abstract Example

> The disparate jurisdictions of [insert] and [insert] will use JAG funds for technology improvements and law enforcement equipment. Specifically, the county of [insert] will

use JAG funds to replace its records management system, and the city of [insert] will use JAG funds to purchase ruggedized laptops for officers.

Data Requested With Application

Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status)

The Financial Management and System of Internal Controls Questionnaire helps OJP assess what financial management and internal control systems the applicant has in place, whether these systems would be sufficient to maintain a funding award, and the associated potential risks of an applicant as part of the pre-award risk assessment process. Every OJP applicant (other than an individual applying in their personal capacity, not representing an applicant organization) is required to complete the web-based form in JustGrants. See the Application Resource Guide: Financial Management and System of Internal Controls Questionnaire (including Applicant Disclosure of High-Risk Status) for additional guidance on how to complete the questionnaire.

JAG Survey

Applicants will be required to respond to JAG specific survey questions as part of the JustGrants application. Please refer to the steps below to help guide you through initiating, completing, modifying, and obtaining the status of the survey in the JustGrants system:

- To initiate the survey, please click on the survey title to open.
- When you have completed the survey, please click the "Finish" button in the lower right corner of the screen. The system will direct you to a review screen displaying your survey responses.
- To go back to the main application screen, go to the "Actions" menu in the top right corner of the screen and select "Close" to exit the survey review screen.
- The survey you just completed will still display an "Open" status. To confirm the completed status of your survey, go back to the "Actions" menu and select "Refresh." The status of your completed survey will change to "Resolved—Completed."
- If you would like to verify the responses to a completed survey, you may click the survey title to reopen it and view your saved responses.
- If you would like to change and/or update the responses to a completed survey, you may click the "Reopen" option to update your saved responses.

Proposal Narrative

Format of the Proposal Narrative: The Proposal Narrative will be submitted as an attachment in JustGrants. The attached document should be double-spaced, using a standard 12-point size font; have no less than 1-inch margins; have numbered pages; and should not exceed 10 pages.

Sections of the Proposal Narrative: The Proposal Narrative should include the three sections listed below.

1. **Description of the Issue:** What critical issue or problem is the applicant proposing to address with this project? Please include:

- Identify the issues the unit(s) of local government intend(s) to address with JAG funds, to include gaps in the jurisdiction's needed resources for criminal justice purposes.
- Include discussion of any issues that arose in administering previous fiscal years' JAG awards, if applicable, and how its strategy and funding priorities will address the issues.

2. **Project Design and Implementation:** How will the proposed project address the need identified and address the purpose of the NOFO? Please include:
   - Describe the unit(s) of local government process, if any, for engaging stakeholders from across the justice continuum and how that input informs priorities and decisions on the statutory JAG program areas under which it will use funding.
   - Describe how JAG funds will be coordinated with state and related justice funds.
   - Provide description of the programs to be funded over the 4-year grant period, to include any subawards.
3. **Capabilities and Competencies:** What administrative and technical capacity and expertise does the applicant bring to successfully complete this project? Please include:
   - Describe the applicant's capacity to deliver the proposed project and meet the requirements of the award, including collecting and reporting the required performance measure data. Who will be responsible for this task, and how will the applicant collect the data? Refer to Program Description: Performance Measures for additional details on performance measures for this funding opportunity.
   - Describe the fiscal agent's capacity for administering the JAG award and subawards during the four-year project period, to include required subrecipient monitoring.
   - Describe any additional strategic planning and coordination efforts in which the unit of local government participates with other criminal justice agencies.
   - Please provide an overview of any evidence-informed programs that have been implemented successfully and how those programs might inform implementation of strategic plan priorities.

Project Evaluations: An applicant that proposes to use award funds to conduct project evaluations must follow the guidance in the "Note on Project Evaluations" section in the Application Resource Guide.

Budget Worksheet and Budget Narrative (Attachment)

The applicant will complete the budget worksheet attachment and submit it by uploading it as an attachment in JustGrants. See the OJP Grant Application Resource Guide for additional information.

In addition to those instructions, Local JAG applicants must include in the budget worksheet the following:

- If using funds for administering the grant, provide clear designation for any cost line items that are JAG administrative costs within each budget category and project year. For example, in the line item description or explained in the narrative section.
- For applications for disparate groups, the preference is for the applicant to include a single budget worksheet and narrative that lists each jurisdiction's proposed costs by category, labeled to distinguish the use between partner agencies. Alternatively,

separate budget attachments for each partner of unit of local government are acceptable.

For additional information about how to prepare a budget for federal funding, see the Application Resource Guide section on "Budget Preparation and Submission Information." For details on the technical steps to complete the budget attachment and upload it in JustGrants, see the Complete the Application in JustGrants: Budget training.

Funding Restrictions
See "Unallowable Use of Funds."

Limitation on administrative costs: Funds may not be used for administrative costs that exceed 10 percent of the total award amount. This includes direct and any indirect costs.

Prohibition of supplanting: Funds may not be used to supplant state or local funds but must be used to increase the amounts of such funds that would, in the absence of federal funds, be made available.

Prohibited items: The JAG statute, at 34 U.S.C. § 10152, prohibits the use of JAG funds for certain items, and prohibits the use of JAG funds for other items unless BJA grants a waiver. The JAG Prohibited Expenditures Guidance provides lists, details, definitions, and procedures for prohibited expenditures under the BJA JAG Program.

Unmanned Aircraft Systems (UAS) and Counter-UAS (C-UAS): The purchase of UAS (also referred to as unmanned aerial vehicles or drones, including their accessories) is allowable under JAG only with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit a written certification that only those UAS verified by the Defense Contract Monitoring Agency's "Blue UAS Cleared List" or any successor list (available at https://bluelist.appsplatformportals.us/) as not manufactured by a "covered foreign entity" may be purchased or operated under the federal award. The certification also states that no modifications or additional accessories may be introduced to the UAS funded by the award, and that the purchased UAS will not be used to process, store, or transmit federal information.

The purchase of C-UAS is also allowable under JAG only with express prior approval from BJA. To request such approval, the recipient (or subrecipient, at any tier) must submit a written certification that C-UAS will only be procured and operated in compliance with all applicable federal, state, and local laws and regulations (including criminal, surveillance, aviation, and communications laws), that only federally-approved C-UAS purchases will be purchased, and that the recipient has consulted qualified legal counsel to review the proposed purchase and operation of the C-UAS. The certification also requires the recipient to complete federal training requirements and obtain all required approvals, certifications, licenses, and authorizations prior to deployment. The certification also states that no modifications or additional accessories may be introduced to the C-UAS funded by the award.

The recipient or subrecipient also must assure BJA that the entity has sufficient policies and procedures regarding privacy, civil liberties, and information technology cybersecurity related to operation of the UAS or C-UAS. Finally, the recipient or subrecipient may be required to provide additional documentation to verify purchase and the related policies for the UAS or C-UAS. Additional information may be found on the BJA UAS website.

Body Armor: A JAG award recipient that proposes to purchase body armor with JAG funding must provide to OJP a certification(s) that it has a written "mandatory wear" policy in effect (see 34 U.S.C. § 10202(c)). The certification form related to mandatory wear can be found at: JAG Body Armor Mandatory Wear Policy Certification. Further, before making any subawards for body armor purchases, the direct JAG award recipient must collect a completed body armor certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request. For more information, please refer to the JAG FAQs.

Body-worn Cameras (BWCs): A JAG award recipient that proposes to purchase BWC equipment or implement or enhance BWC programs with JAG funding must provide to OJP a certification(s) that it has policies and procedures in place related to BWC equipment usage, data storage and access, privacy considerations, and training. The certification form related to BWC policies and procedures can be found at: JAG BWC Policy Certification. Further, before making any subawards for BWC-related expenses, the direct JAG award recipient must collect a completed BWC certification from the proposed subrecipient. Any such certifications must be maintained by the direct JAG award recipient and made available to OJP upon request. For more information, please refer to the JAG FAQs.

Extreme Risk Protection Order Programs: An extreme risk protection order (ERPO) empowers law enforcement, and in some states, family members, health care providers, and others to petition a court for a civil order that temporarily prevents a person from accessing firearms if they are found to be a danger to themselves. If states use their JAG funds to support ERPO programs, ERPO programs must include, at a minimum:

1. Pre-deprivation and post-deprivation due process rights that prevent any violation or infringement of the Constitution of the United States, including, but not limited to, the Bill of Rights and the substantive or procedural due process rights guaranteed under the 5th and 14th amendments to the Constitution of the United States, as applied to the States and as interpreted by State courts and United States courts (including the Supreme Court of the United States). Such programs must include, at the appropriate phase to prevent any violation of constitutional rights, at minimum, notice, the right to an in-person hearing, an unbiased adjudicator, the right to know opposing evidence, the right to present evidence, and the right to confront adverse witnesses.
2. The right to be represented by counsel at no expense to the government.
3. Pre-deprivation and post-deprivation heightened evidentiary standards and proof that mean not less than the protections afforded to a similarly situated litigant in federal court or promulgated by the state's evidentiary body, and sufficient to ensure the full protections of the Constitution of the United States, including but not limited to the Bill of Rights and the substantive and procedural due process rights guaranteed under the 5th and 14th amendments to the Constitution of the United States, as applied to the States and as interpreted by State courts and United States courts (including the Supreme Court of the United States). The heightened evidentiary standards and proof under such programs must, at all appropriate phases to prevent any violation of any constitutional right, at minimum, prevent reliance upon evidence that is unsworn or unaffirmed, irrelevant, based on inadmissible hearsay, unreliable, vague, speculative, and lacking a foundation.
4. Penalties for abuse of the program.

Prior to the expenditure of FY25 JAG funds for an ERPO program, a Certification of Compliance with Pub. L. No. 90-351, Title I, Sec. 501(a)(1)(I)(iv) must be signed by a principal legal officer and submitted to BJA. See the JAG FAQs for additional information.

DNA Testing of Evidentiary Materials and Uploading DNA Profiles to a Database: If JAG Program funds are to be used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System (CODIS), the national DNA database operated by the FBI, by a government DNA lab with access to CODIS. JAG funds may not be used for Rapid DNA testing of evidentiary material (e.g., crime scene samples, sexual assault kits) because the FBI has not authorized results of this testing for upload to CODIS. No DNA profiles generated with JAG funding may be entered into any other nongovernmental DNA database without prior written approval from BJA. Additionally, award recipients utilizing JAG funds for forensic genealogy testing must adhere to the DOJ Interim Policy Forensic Genealogical DNA Analysis and Searching. For more information about DNA testing as it pertains to JAG, please refer to the JAG FAQs.

Costs Associated With a Conference/Meeting/Training: An applicant that proposes to use award funds for activities related to a conference, meeting, training, or similar event should review the Application Resource Guide for information on prior approval, planning, and reporting costs for a conference/meeting/training.

Costs Associated With Language Assistance and Access: If an applicant proposes a program or activity that would deliver services or benefits to individuals, the costs of taking reasonable steps to provide meaningful access to those services or benefits for individuals with limited English proficiency may be allowable in specific grant programs. Costs to provide reasonable accommodation and facilitate language access for individuals who are deaf or hard of hearing may also be allowable in specific grant programs. See the Application Resource Guide for information on costs associated with language assistance.

For additional information about how to prepare a budget for federal funding, see the Application Resource Guide section on "Budget Preparation and Submission Information" and the technical steps to complete the budget form in JustGrants in the Complete the Application in JustGrants: Budget training.

Budget and Associated Documentation: Budget/Financial Attachments

Indirect Cost Rate Agreement (if applicable): An applicant with a current, federally approved indirect cost rate agreement should upload it as an attachment in JustGrants.

Indirect costs are costs of an organization that are not readily assignable to a particular project but are necessary for the operation of the organization and the performance of the project. Examples of costs usually treated as indirect include those incurred for operation and maintenance of offices or workspaces and salaries of administrative or support staff. The requirements for the development and submission of indirect cost proposals and cost allocation plans are listed in Appendices III–VII of 2 C.F.R. Part 200. A non-federal applicant should follow the guidelines applicable to its type of organization. See the DOJ Grants Financial Guide and the OJP Grant Application Resource Guide for additional information on indirect cost rate agreements.

Consultant Rate (if applicable): OJP has established maximum rates for consultants; see the "Listing of Costs Requiring Prior Approval" section of the DOJ Grants Financial Guide for more

information. If an applicant proposes a rate for a consultant on their project that is higher than the established maximum rate and receives an award, then the award recipient must submit a document requesting approval for the rate and cannot incur costs at the higher rate without prior OJP approval. The award recipient must provide justification for why the proposed rate is higher than the established maximum rate, such as why the rate is reasonable and consistent with that paid for similar services in the marketplace.

Limitation on Use of Award Funds for Employee Compensation for Awards Over $250,000; Waiver (if applicable): This notice of funding opportunity expressly modifies the OJP Grant Application Resource Guide by not incorporating the "Limitation on Use of Award Funds for Employee Compensation; Waiver" provisions in the "Financial Information" section of the OJP Grant Application Resource Guide.

Disclosure of Process Related to Executive Compensation (if applicable): This notice of funding opportunity expressly modifies the Application Resource Guide by not incorporating its "Disclosure of Process Related to Executive Compensation" provisions. Applicants to this funding opportunity are not required to provide this disclosure.

Additional Application Components

The applicant should attach the additional requested documentation listed below in JustGrants.

- **Certifications and Assurances by the Chief Executive of the Applicant Government:** A JAG application is not complete, and a direct award recipient may not access award funds, unless the chief executive of the applicant government (e.g., the mayor, city manager, or presiding Board member) properly executes, and submits, the "Certifications and Assurances by the Chief Executive of the Applicant Government" found at: FY25 JAG – Certifications and Assurances by the Chief Executive of the Applicant Government. This certification contains assurances that the governing body notification and public comment requirements, which are required under the JAG statute (at 34 U.S.C. § 10153(a)(2)), have been satisfied. OJP will not deny an application for a JAG award for failure to submit these "Certifications and Assurances by the Chief Executive of the Applicant Government" by the application deadline, but an award recipient will not be able to access award funds (and its award will include a condition that withholds funds) until it submits these certifications and assurances properly executed by its respective Chief Executive. **Memorandum of Understanding (if applicable):** Only required for disparate jurisdictions, as detailed in Formula Allocations. At a minimum, the MOU must 1) identify which jurisdiction will serve as the applicant or fiscal agent for the disparate group; and 2) identify the agreed upon funding amounts for each locality. The MOU must be completed and signed by an official who has authority to enter into a memorandum of understanding on behalf of each jurisdiction. Generally, BJA would expect this to be the chief executive of the jurisdiction. Additional documentation may be requested by BJA to determine signing authority. A sample MOU is available. If the MOU is missing or incomplete, BJA will issue an award agreement, but funds will be withheld until a properly executed MOU is submitted.
- **BWC Policy Certification (if applicable):** Only required if the direct recipient will be using JAG funds for a BWC project. See Budget Worksheet and Budget Narrative for more information and link to the form. If the direct recipient is proposing to use funds for

BWC but the certification is missing or insufficient, BJA will issue an award agreement, but funds will be withheld until a certification is submitted.

- **Body Armor Mandatory Wear Certification (if applicable):** Only required if the direct recipient will be using JAG funds for body armor. See Budget Worksheet and Budget Narrative for more information and link to the form. If the direct recipient is proposing to use funds for body armor but the certification is missing or insufficient, BJA will issue an award agreement, but funds will be withheld until a certification is submitted.
- **Extreme Risk Protection Order (ERPO) Certification (if applicable):** Only required if JAG funds will be used for an ERPO program. See Budget Worksheet and Budget Narrative for more information and link to the form. If the application is proposing to use funds for ERPO but the certification is missing or insufficient, BJA will issue an award agreement, but funds will be withheld until a certification is submitted.
- **Prohibited Expenditure Waiver Request (if applicable):** Only required if a JAG applicant would like to request a pre-award waiver to purchase a specific prohibited expenditure request, as detailed in the JAG Prohibited Expenditure Guidance. A JAG applicant may submit a waiver request with its application, by attaching the letter described in the Guidance document in the "Procedures," #2. If the application is proposing to use funds for a JAG prohibited expenditure but the waiver request is missing or insufficient, BJA will issue an award agreement, but funds will be withheld until a waiver request is submitted and approved via grant award modification (GAM).
- **Unmanned Aircraft System (UAS) Certification (if applicable):** Only required if a JAG application will include costs for UAS in the budget. See Budget Worksheet and Budget Narrative for more information and link to the UAS certification. If the application is proposing to use funds for UAS but the certification is missing or insufficient (or if the requested budget information is not sufficient), BJA will issue an award agreement but funds will be withheld until a UAS certification is submitted and approved via grant award modification (GAM).
- **Counter-UAS Certification (if applicable):** Only required if a JAG application will include costs for C-UAS in the budget. See Budget Worksheet and Budget Narrative for more information and link to the C-UAS certification. If the application is proposing to use funds for C-UAS but the certification is missing or insufficient (or if the requested budget information is not sufficient), BJA will issue an award agreement but funds will be withheld until a C-UAS certification is submitted and approved via grant award modification (GAM).

Disclosures and Assurances

The applicant will address the following disclosures and assurances.

Disclosure of Lobbying Activities: JustGrants will prompt each applicant to indicate if it is required to complete and submit a lobbying disclosure under 31 U.S.C. § 1352.

The applicant is required by law to complete and submit a lobbying disclosure form (Standard Form/SF-LLL) if it has paid or will pay any person to lobby in connection with the award for which it is applying AND this application is for an award in excess of $100,000. This disclosure

requirement is not applicable to such payments by an Indian Tribe, Tribal organization, or any other Indian organization that are permitted by other federal law.

Lobbying means (for this requirement) influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress. See 31 U.S.C. 1352; 28 C.F.R. part 69. Note: Most applicants do not engage in activities that trigger this disclosure requirement.

An applicant that is not required by law (31 U.S.C. 1352) to complete and submit a lobbying disclosure, should enter "No." By doing so, the applicant is affirmatively asserting (under applicable penalties) that it has nothing to disclose under 31 U.S.C. § 1352 with regard to the application for the award at issue.

Disclosure of Duplication in Cost Items: To ensure funding coordination across grantmaking agencies, and to avoid unnecessary or inappropriate duplication of grant funding, the applicant must disclose if it has any pending applications for federal funding, including pending applications for subawards of federal funds, for the same project and the same budget items included in this proposal. Complete the JustGrants Applicant Disclosure of Duplication in Cost Items form. See the Application Resource Guide for additional information.

DOJ Certified Standard Assurances: Review and accept the DOJ Certified Standard Assurances in JustGrants. See the Application Resource Guide for additional information.

DOJ Certifications: Review the DOJ document Certifications Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Coordination with Affected Agencies. An applicant must review and sign the certification document in JustGrants. See the Application Resource Guide for more information.

Applicant Disclosure and Justification – DOJ High-Risk Grantees (if applicable): If applicable, submit the DOJ High-Risk Disclosure and Justification as an attachment in JustGrants. A DOJ high-risk recipient is an award recipient that has received a DOJ high-risk designation based on a documented history of unsatisfactory performance, financial instability, management system or other internal control deficiencies, noncompliance with award terms and conditions on prior awards, or that is otherwise not responsible. See the Application Resource Guide for additional information.

Submission Dates & Times

Refer to Basic Information: Key Dates and Times for the submission dates and times.

Applicants should submit their applications as early as possible and recommended not later than 48 hours before the deadlines. To be considered timely, the full application must be submitted in JustGrants by the JustGrants application deadline. Applicants will use the "Certify and Submit" feature in JustGrants to confirm that all required application components have been entered, which includes identifying the Authorized Representative for the applicant. Once the application is submitted, the Application Submitter, Authorized Representative, and Entity Administrator receive a confirmation email.

An applicant will receive emails after successfully submitting application components in Grants.gov and JustGrants and should retain all emails and other confirmations received from the SAM.gov, Grants.gov, and JustGrants systems.

Experiencing Technical Issues Preventing Submission of an Application (Technical Waivers)

If an applicant misses a deadline due to unforeseen technical issues with SAM.gov, Grants.gov, or JustGrants, the applicant may request a waiver to submit an application after the deadline. OJP will only consider requests to submit an application via alternative methods or after the deadline when the applicant can document that there is a technical issue with a government system that was beyond their control and that prevents submission of the application via the standard process prior to the deadlines. Issues resulting from circumstances within the applicant's control, such as failure to begin the SAM.gov, Grants.gov, or JustGrants registration and application process in sufficient time, will not be considered.

Requests and documentation must be sent to the OJP Response Center at OJP.ResponseCenter@usdoj.gov. Applicants should follow these steps if they experience a technical issue:

1. **Contact the relevant help desk to report the issue and receive a tracking number.**

   See Basic Information: Contact Information for the phone numbers, email addresses, and operating hours of the SAM.gov, Grants.gov, and JustGrants help desks. Reports of technical issues to the help desk must occur **before** the application deadline.

   If an applicant calls the help desk and experiences a long wait time, they can also email the help desk to obtain a tracking number. Tracking numbers are generated automatically when an applicant emails the applicable service desk, and for this reason, long call wait times for support do not relieve the applicant of the responsibility of getting a tracking number.

2. **If an applicant has technical issues with SAM.gov or Grants.gov, the applicant must contact the OJP Response Center at OJP.ResponseCenter@usdoj.gov within 24 hours of the Grants.gov deadline to request approval to submit after the deadline. The applicant's request will need to include:**

   - A description of the technical difficulties experienced (provide screenshots if applicable).
   - A timeline of the applicant's submission efforts (*e.g.*, date and time the error occurred, date and time of actions taken to resolve the issue and resubmit, and date and time support representatives responded).

- An attachment of the complete grant application and all the required documentation and materials (this serves as a "manual" submission of the application).
- The applicant's unique entity identifier (UEI).
- Any SAM.gov, Grants.gov, and JustGrants Service Desk tracking/ticket numbers documenting the technical issue.

3. **If an applicant has technical issues with JustGrants that prevent application submission by the deadline, the applicant must contact the OJP Response Center at OJP.ResponseCenter@usdoj.gov within 24 hours of the JustGrants deadline to request approval to submit after the deadline. See step 2 for the list of information the applicant must provide as part of its request.**

As a reminder: the waiver request will not be considered unless it includes documentation of attempts to receive technical assistance to resolve the issue prior to the application deadline. OJP will review each waiver request and the required supporting documentation and notify the applicant whether the request for late submission has been approved or denied. An applicant that does not provide documentation of a technical issue (including all information previously listed), or that does not submit a waiver request within the required time period, will be denied.

For more details on the waiver process, OJP encourages applicants to review the "Experiencing Technical Issues" section in the Application Resource Guide.



APPLICATION REVIEW

Review Process and Criteria

OJP will review applications to ensure the applicant is eligible to receive JAG formula funding per the JAG Allocations; and that information presented is reasonable, understandable, measurable, achievable, and consistent with the goals of the funding opportunity. See the OJP Grant Application Resource Guide for information on the application review process for formula grants.

Risk Review

Pursuant to the Part 200 Uniform Requirements, before award decisions are made, OJP also reviews information related to applicant risk. OJP assesses whether an applicant with one or more prior federal awards has a satisfactory record of performance, integrity, and business ethics, including by (among other things) checking whether the applicant is listed in SAM.gov as excluded from receiving a federal award.

Depending on the severity and nature of the risk factors, the risk assessment may result in additional post-award conditions and oversight for any awarded applicant.

In addition, if OJP anticipates that an award will exceed $250,000 in federal funds, OJP also must review and consider any information about the applicant that appears in the non-public segment of the integrity and performance system accessible through SAM.gov.

Important Note on Responsibility/Qualification Data (formerly FAPIIS): An applicant may review and comment on any information about its organization that currently appears in SAM.gov and was entered by a federal awarding agency. OJP will consider such comments by the applicant, in addition to the other information in SAM.gov, in its assessment of the risk posed by the applicant.

Selection Process

All final award decisions will be made by the Assistant Attorney General, unless a statute explicitly authorizes award decisions by another official or there is written delegation of authority to another official. This official may consider not only program office recommendations but also other factors as indicated in the “Application Review” section. For additional information on the application review process, see the Application Resource Guide.

AWARD NOTICES

Federal Award Notices

For successful applicants, JustGrants will send a system-generated email to the Application Submitter, Authorized Representative, and Entity Administrator with information on accessing their official award package in JustGrants. The award package will include key information (such as funding amount and period of performance) as well as award conditions that must be followed. An authorized representative for the entity should accept or decline the award within 45 days of the notification. See the Application Resource Guide for information on award notifications and instructions.

POST-AWARD REQUIREMENTS AND ADMINISTRATION

Reporting

All award recipients under this funding opportunity will be required to submit the following reports and data:

- Quarterly financial reports.
- Semi-annual (Category 2) or annual (Category 1) performance reports.
- Final financial and performance reports.
- If applicable, an annual audit report in accordance with the Part 200 Uniform Requirements or specific award conditions.
- Quarterly DCRA reports.

See the Application Resource Guide for additional information on specific post-award reporting requirements, including performance measure data and the method for submitting reports in OJP's online systems. Future awards and fund drawdowns may be withheld if reports are delinquent (in appropriate cases, OJP may require additional reports).

Performance Measure Reporting

Award recipients are required to submit quarterly performance measure data in the Performance Measurement Tool (PMT) and separately submit semi-annual or annual performance reports in JustGrants depending on the category. Applicants selected for an award will receive further guidance on post-award reporting processes.

Program- and Award-Specific Award Conditions

OJP includes various conditions on its awards. These may include program-specific conditions, which typically apply to all recipients of a funding opportunity, and award-specific conditions, which are included to address recipient-specific issues (*e.g.*, programmatic or financial risk). Recipients may view all conditions, and actions required to satisfy those conditions, in the award package in JustGrants.

Administrative, National Policy, and Other Legal Requirements

If selected for funding, in addition to implementing the funded project consistent with the OJP-approved application, the recipient must comply with all award conditions and all applicable requirements of federal statutes and regulations, including the applicable requirements referred to in the assurances and certifications executed in connection with award acceptance. For additional information on these legal requirements, see the "Administrative, National Policy, and Other Legal Requirements" section in the Application Resource Guide.

Civil Rights Compliance

If a successful applicant accepts funding from OJP—as a recipient of OJP funding—that award recipient must comply with certain federal civil rights laws that prohibit the award recipient from discriminating on the basis of race, color, national origin, sex, religion, or disability in how it delivers its program's services or benefits and in its employment practices. The civil rights laws that may be applicable to the award include, but are not limited to, Title VI of the Civil Rights Act of 1964, the nondiscrimination provisions of the Omnibus Crime Control and Safe Streets Act of

1968, and Section 504 of the Rehabilitation Act of 1973. These and other federal civil rights laws are discussed in greater detail on OJP's Legal Overview—FY 2025 Awards webpage under the "Civil Rights Requirements" section. Additional resources are available from the OJP Office for Civil Rights.

Compliance with Federal civil rights and nondiscrimination laws is material to the government's decision to make any award and payment under this program, including for purposes of the False Claims Act, and each recipient will be required to certify (in its acceptance of the conditions of the award) that it does not operate any programs (including any such programs having components relating to diversity, equity, and inclusion) that violate any applicable Federal civil rights or nondiscrimination laws.

See OJP's Partnerships with Faith-Based and Other Neighborhood Organizations webpage for specific information for faith-based organizations applying under this NOFO.

Financial Management and System of Internal Controls

Award recipients and subrecipients (including recipients or subrecipients that are pass-through entities) must, as described in the Part 200 Uniform Requirements set out at 2 C.F.R. 200.303, comply with standards for financial and program management. See the Application Resource Guide for additional information.

Information Technology Security Clauses

An application in response to this NOFO may require inclusion of information related to information technology security. See the Application Resource Guide for more information.

Other Reporting Requirements

Applicants and recipients are required to notify OJP if you know that you or any of your organization's principals for the award transaction are presently excluded or disqualified (*i.e.*, debarred or suspended) or otherwise meet any of the criteria in 2 C.F.R. 180.335. Recipients must comply with requirements in 2 C.F.R. Part 180, as implemented by DOJ in 2 C.F.R. Part 2867, which, among other things, require recipients to check certain information sources and, in some cases, notify the federal awarding agency prior to the agency awarding federal funds via contracts or subawards.

If a recipient's award includes a federal share of more than $500,000 over the period of performance of the award, then the award (per 2 C.F.R. 200.113) will include a condition that may require the recipient to report and maintain certain information (relating to certain criminal, civil, and administrative proceedings) in SAM.gov. See the Reporting Requirements page for more information.

OTHER INFORMATION

Information Regarding Potential Evaluation of Programs and Activities

OJP may conduct or support an evaluation of the projects and activities funded under this NOFO. For additional information on what should be included in the application, see the Application Resource Guide section "Information Regarding Potential Evaluation of Programs and Activities."

Freedom of Information and Privacy Act

See the Application Resource Guide for important information on the Freedom of Information and Privacy Act (5 U.S.C. §§ 552 and 552a).

Applicants are advised not to include any unnecessary personally identifiable information, sensitive law enforcement information, or confidential financial information with the application.

Provide Feedback to OJP

See the Application Resource Guide for information on how to provide feedback to OJP.

APPLICATION CHECKLIST

BJA FY25 Edward Byrne Memorial Justice Assistance Grant (JAG) Program – Local Formula

This application checklist has been created as an aid in developing an application. For more information, reference the "OJP Application Submission Steps" in the OJP Grant Application Resource Guide and the DOJ Application Submission Checklist.

SAM.gov Registration/Renewal

- Confirm that your entity's registration in the System for Award Management (SAM.gov) is active through the NOFO period; submit a new or renewal registration in SAM.gov, if needed (see Application Resource Guide).

Grants.gov Registration

- Acquire an Authorized Organization Representative (AOR) and a Grants.gov username and password (see Application Resource Guide).
- Acquire AOR confirmation from the E-Business Point of Contact (E-Biz POC) (see Application Resource Guide).

Grants.gov Opportunity Search

- Search for the funding opportunity in Grants.gov using the opportunity number, assistance listing number, or keyword(s).
- Select the correct Competition ID.
- Access the funding opportunity and application package (see Step 7 under "OJP Application Submission Steps" in the Application Resource Guide).
- Sign up for Grants.gov email notifications (optional) (see Application Resource Guide).

Funding Opportunity Review and Project Planning

- Review all sections of the NOFO.
- Confirm your entity is eligible to receive funding (see Eligibility: Eligible Applicants).
- Confirm your proposed budget is within the allowable limits (see Basic Information: Funding Details), includes only allowable costs (see Application Contents, Submission Requirements, and Deadlines: Budget Worksheet and Budget Narrative), and includes cost sharing if applicable (see Eligibility: Cost Sharing/Match Requirement).
- Review the performance measures for this funding opportunity and confirm you will be prepared to collect and report on this data (see Program Description: Performance Measures).
- Review the "Legal Overview—FY 2025 Awards" in the OJP Funding Resource Center and confirm you are prepared to follow the requirements.
- Read OJP policy and guidance on conference approval, planning, and reporting under "Listing of Costs Requiring Prior Approval" in the DOJ Grants Financial Guide or see the Application Resource Guide.

Submission Step 1: Grants.gov

After registering with SAM.gov, submit the SF-424 in Grants.gov.

- Complete and submit the SF-424 by the deadline.

- Confirm Section 8F of the SF-424 lists the name and contact information of the individual **who will complete the application in JustGrants.**
- Submit documents for Intergovernmental Review.
- Confirm that, within 48 hours of your submission in Grants.gov, you receive four (4) Grants.gov email notifications:
    - A submission receipt
    - A validation receipt
    - A grantor agency retrieval receipt
    - An agency tracking number assignment

  If no Grants.gov receipt and validation email is received, or if error notifications are received, contact the Grants.gov Customer Support Hotline at 800-518-4726, 606-545-5035, or support@grants.gov and the OJP Response Center at 800-851-3420 or OJP.ResponseCenter@usdoj.gov regarding technical difficulties (see the Application Resource Guide section on "Experiencing Unforeseen Technical Issues").
- Confirm that, within 24 hours after receipt of confirmation emails from Grants.gov, the individual listed in Section 8F of the SF-424 receives an email from JustGrants with login instructions.

Submission Step 2: JustGrants

- Complete the following information:
    - Entity and User Verification (first-time applicants)
    - Standard Applicant Information
    - Proposal Abstract
    - Financial Management and System of Internal Controls Questionnaire (see Application Resource Guide)
    - JAG Survey
- Upload the Proposal Narrative.
- Upload the Budget Worksheet and Budget Narrative attachment.
- Upload the other budget/financial attachments, as applicable.
- Upload additional application components, as applicable.
- Complete the required disclosures and assurances:
    - Disclosure of Lobbying Activities and submission of SF-LLL, if prompted by the system
    - Disclosure of Duplication in Cost Items
    - DOJ Certified Standard Assurances
    - Applicant Disclosure and Justification – DOJ High-Risk Grantees
- Complete the required DOJ Certification on Lobbying; Debarment, Suspension and Other Responsibility Matters; Drug-Free Workplace Requirements; Coordination with Affected Agencies.

JustGrants Review, Certification, and Application Submission

- Address any validation errors displayed on screen after attempted submission, then return to the "Certify and Submit" screen to submit the application.
- Note the confirmation message at the top of the page. Users will also receive a notification in the "bell" alerts confirming submission.

- If you do not receive an application submission confirmation email or validation from JustGrants, or if you receive an error notification, please contact the JustGrants Service Desk at 833-872-5175 or JustGrants.Support@usdoj.gov. See the Application Resource Guide for additional information.

Memorandum of Understanding

Agreement between the City of Rochester and Olmsted County

2025 Edward Byrne Memorial Justice Assistance Grant

This Agreement is made and entered into this _____ day of _____, 2025 by and between the County of Olmsted, acting by and through its governing body, the board of Commissioners hereinafter referred to as County, and the City of Rochester, acting by and through its governing body, the City Council, hereinafter referred to as City, both of Olmsted County, State of Minnesota, witnesseth:

Whereas each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party: and

Whereas, each governing body finds that the performance of this Agreement is in the best interests of both parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement: and

Whereas, the City agrees to provide the County $5637.60 from the FY 25 Edward Byrne JAG award; the funds will be used for the City of Rochester Police Department and Olmsted County Sheriff's Office Crime Prevention & Engagement programs and violence prevention;

Whereas, the City and County believe it to be in their best interests to reallocate a portion of the JAG funds.

Now therefore, the County and City agree as follows:

Section 1 City

agrees to pay County a total of $5637.60 of JAG funds.

Section 2

Each party to this agreement will be responsible for its own actions in providing services under this agreement and shall not be liable for any civil liability that may arise from the furnishing of any equipment or materials by the other party.

Section 3

The parties of this Agreement do not intend for any third party to obtain a right by virtue of this Agreement. The City will act as fiscal agent for the grant.

Section 4

By entering into this Agreement, the parties do not intend to create any obligations express or implied other than those set out herein; further, this Agreement shall not create any rights in any party not a signatory hereto.

CITY OF ROCHESTER, COUNTY OF OLMSTED

Date: _____

Mayor of Rochester, MN _____

City Clerk of Rochester, MN _____

Date: _____

Olmsted County Administrator_____

F.7

REQUEST FOR ACTION

Bid Advertisement – Sanitary Sewer Maintenance Project from MH 79/0086 to MH 79/0056 (Bakery Flats) - Project No. J7864

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:

Authorizing the advertisement for bids for Sanitary Sewer Maintenance Project from MH 79/0086 to MH 79/0056 (Bakery Flats) – Project No. 7864.

Report Narrative:

This sanitary sewer maintenance project involves Regency Consolidated Residential LLC, owner of 300 11th Ave NW, and City parkland Kutzky Park East. Inspections have shown the existing line is deteriorating, contains several portions of non-compliant slopes and sags, and is oversized for existing flows due to abandonment of adjacent connections.

This project will reconstruct the existing sanitary sewer trunk main across these properties concurrently with the infill redevelopment of Regency. With the proposed development and upcoming construction activities, it is necessary to replace the aging infrastructure to ensure long-term system reliability and prevent potential failures. Coordination with the development allows for the installation of a modern, correctly sized sewer main that aligns with current flow requirements and city standards.

The Parks and Recreation has been involved with the design and restoration of the parkland.

Priorities & Foundational Principles:

Fiscal Responsibility & Sustainability
Public Safety

Policy Considerations & DEI Impact:

The proposed project is consistent with City policies, maintenance requirements, and design standards related to sanitary sewer conveyance. The Sanitary Sewer Master Plan encourages infill redevelopment.

Prior Legislative Actions & Community Engagement:

February 10, 2026 – Park Board – Project proposed and discussed during meeting.

Fiscal & Resource Impact:

The project will be funded from the 2026-2031 Sewer and Water Capital Improvement (CIP), Map No. 1

The project will be funded from the 2020-2021 Sewer and Water Capital Improvement (CIP), Map No. 1, Annual Program: Sanitary Sewer Rehabilitation & Repair. Funding comes from Sewer Utility Retained Earnings. The estimated cost for this proposed project is $275,000.

Alternative Action(s):

No alternative actions are suggested at this time.

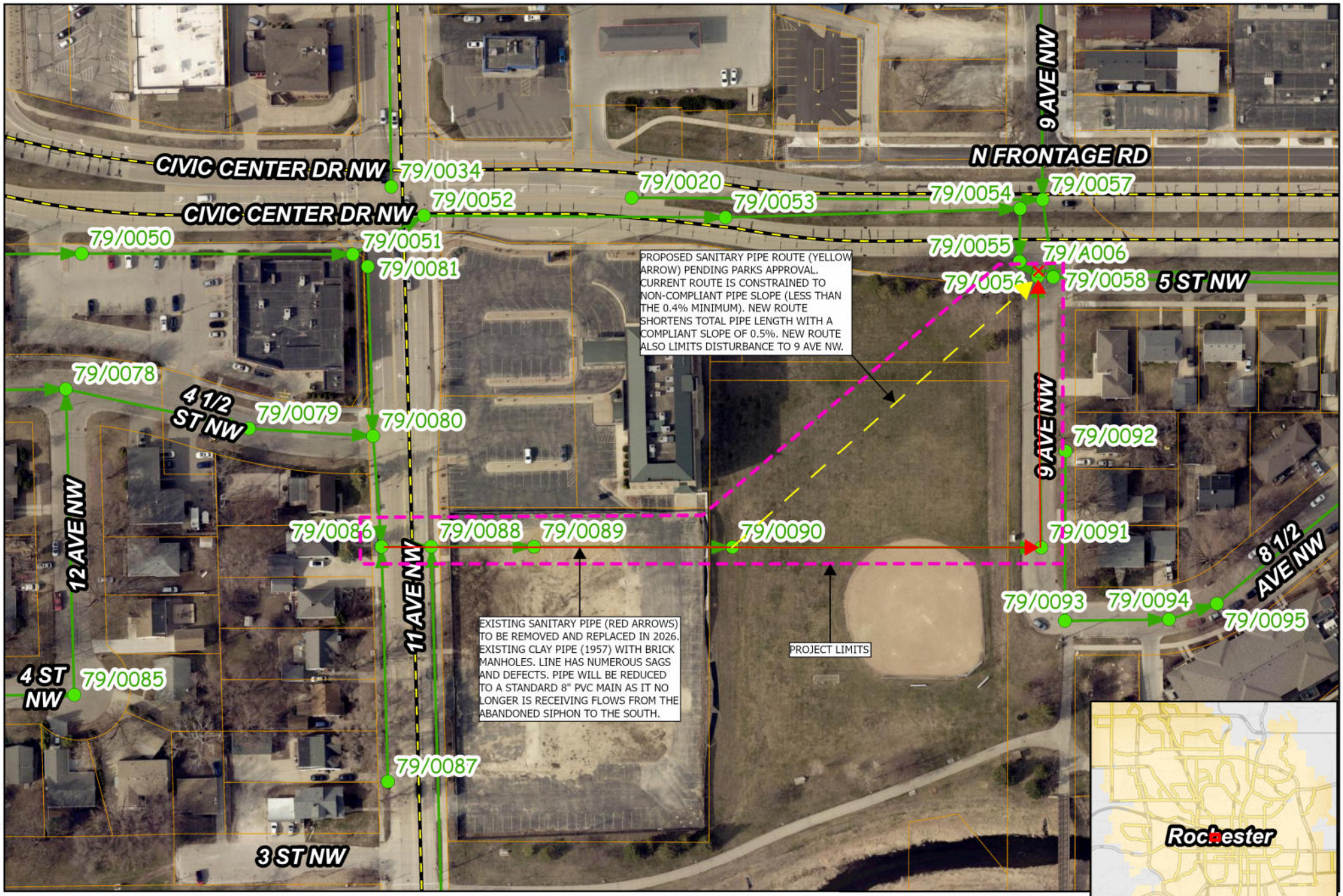
Prepared By:

Carson Johnson

Attachments:

Project Location Map - Sanitary Sewer Maintenance Project from MH 790086 to 790056 (Bakery Flats) - Project No. J7864

J7864 - Sanitary Sewer Maintenance Project from MH 79/0086 to 79/0056 (Bakery Flats)



Path: B:\DSI\Public Works\PROJECTS\J-PROJ\J7864\Design\GIS\Maps\J7864 Proposed Route.aprx

CITY OF ROCHESTER MINNESOTA

Print:1/2/2026

N

1 inch = 124 FT

0 137.5 275 Feet

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Contract Award: Contract with Rochester Sand & Gravel for 2026 Overlay Street Rehabilitation - Project No. J115

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:

1. Adopting a Resolution awarding a contract to Rochester Sand & Gravel, in the amount of $2,276,735 for 2026 Overlay Street Rehabilitation - Project No. J115; and
2. Approving a $500,000 increase in budgeted revenue on line 43115.54140 in 2026 due to increase in Municipal State Aid maintenance allocation approved by the Minnesota Department of Transportation; and
3. Approving a $500,000 increase in the corresponding expense line 43115.82980 - Other Contractual Services in 2026.

Report Narrative:

The City's ongoing street rehabilitation program includes extending the life of the City streets with a partial-depth mill and bituminous overlay process, which helps slow the decline of overall pavement scores throughout the City. This street preservation process has been done annually by City crews with the assistance of a paving contractor. The CIP budget process has not increased annual funding amounts as projected in previous pavement management studies, limiting the quantity of preservation work completed each year. As the Public Works team discussed ways to address these constraints, we contemplated the parameters for designating Municipal State Aid System (MSAS) funds for maintenance activities. Our MSAS allotments have been growing over time, so it was decided that an increase in the share of MSAS funding designated for maintenance was warranted. The state approved our request to increase dedicated maintenance funding from $1.2M to $1.7M within our total distribution of $8,965,037 in 2026. The last increase in MSAS maintenance funds was from $1.0M to $1.2M in 2018.

This contract would provide the material, equipment, and labor to place the bituminous overlay portion of the mill and overlay project. This year's project will complete 14.1 centerline miles of street overlay. The majority of the contractor costs within this bid are for the bituminous material itself. There is only one bituminous hot mix plant in Rochester, which is operated by this contractor.

The project contained a Base Bid using type 12.5 bituminous to be used only on traffic level 3 roadways (higher traffic count) and two alternates for traffic level 2 roadways (lower traffic count) for the remainder of the project. Alternates 1 and 2 obtain pricing options on two different types of bituminous hot mix while covering the same project area - they can't be both selected. Alternate 1 is for type 12.5 bituminous, which uses larger 12.5 mm aggregates to aid the pavement's structure but contains less oil content. Alternate 2 is for type 9.5 bituminous, which uses smaller 9.5 mm aggregates and can be installed in thinner layers but contains a higher oil content, generally resulting in a higher cost. Obtaining prices for each allows flexibility in cost and project planning.

The following bids were received on March 3, 2026:

	Base Bid	Alternate 1	Alternate 2
Rochester Sand & Gravel	$445,995	$1,830,740	$1,913,912
Engineers Estimate	$455,906	$1,868,980	$1,916,780

The Public Works Department recommends that the Council proceed with an award of the Base Bid amount and Alternate 1 to the apparent low bidder. Alternate 1 was selected in addition to the base bid primarily because of lower cost but also to keep the mix the same as the base bid (type 12.5).

Construction is scheduled to be substantially completed by August 10, 2026.

Priorities & Foundational Principles:

Quality Services for Quality Living
Economic Vibrancy & Growth Management

Policy Considerations & DEI Impact:

The condition of all City bituminous streets is assessed annually. Streets with low scores determine the project locations each year. This annual maintenance program invests in local streets across the community, including streets in low-income areas. This program is part of the asset management of our infrastructure to make sure past investments are preserved, and the life of our pavements are extended to their full-service life.

Prior Legislative Actions & Community Engagement:

February 2, 2026: Council Meeting - Authorize the City Clerk to advertise for bid.

Fiscal & Resource Impact:

Funding in the amount of $1,776,735 is allocated from 43115.82980 Infrastructure Maintenance - Contractual Services Budget. These funds are allocated from the annual municipal state aid maintenance funds. The remaining $500,000 is allocated from J2201 Annual Bituminous Street Rehabilitation, Resurfacing, and Preservation.

Construction Materials and Annual Bituminous Street Rehabilitation, Resurfacing, and Preservation are adopted in the 2026-2031 Capital Improvement Plan (CIP) budget.

The requested actions to approve revisions to the operating revenues and expenses has no net change on the overall budget.

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:

Dan Plizga

Attachments:

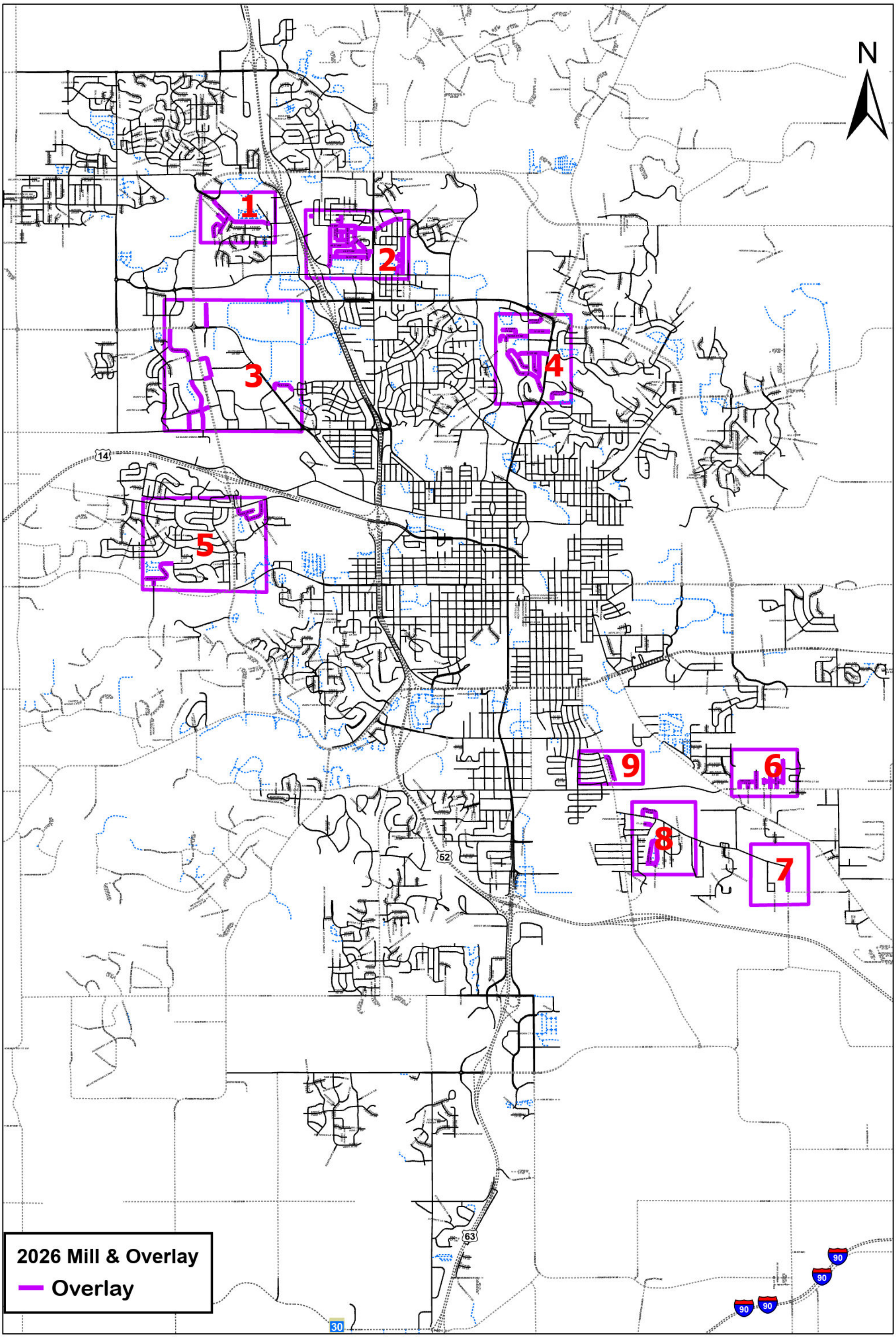
Location Map - 2026 Overlay Street Rehabilitation - Project No. J115

Contract - Rochester Sand & Gravel - 2026 Overlay Street Rehabilitation â€“ Project No. J115

Resolution - Award of Contract - 2026 Overlay Street Rehabilitation â€“ Project No. J115

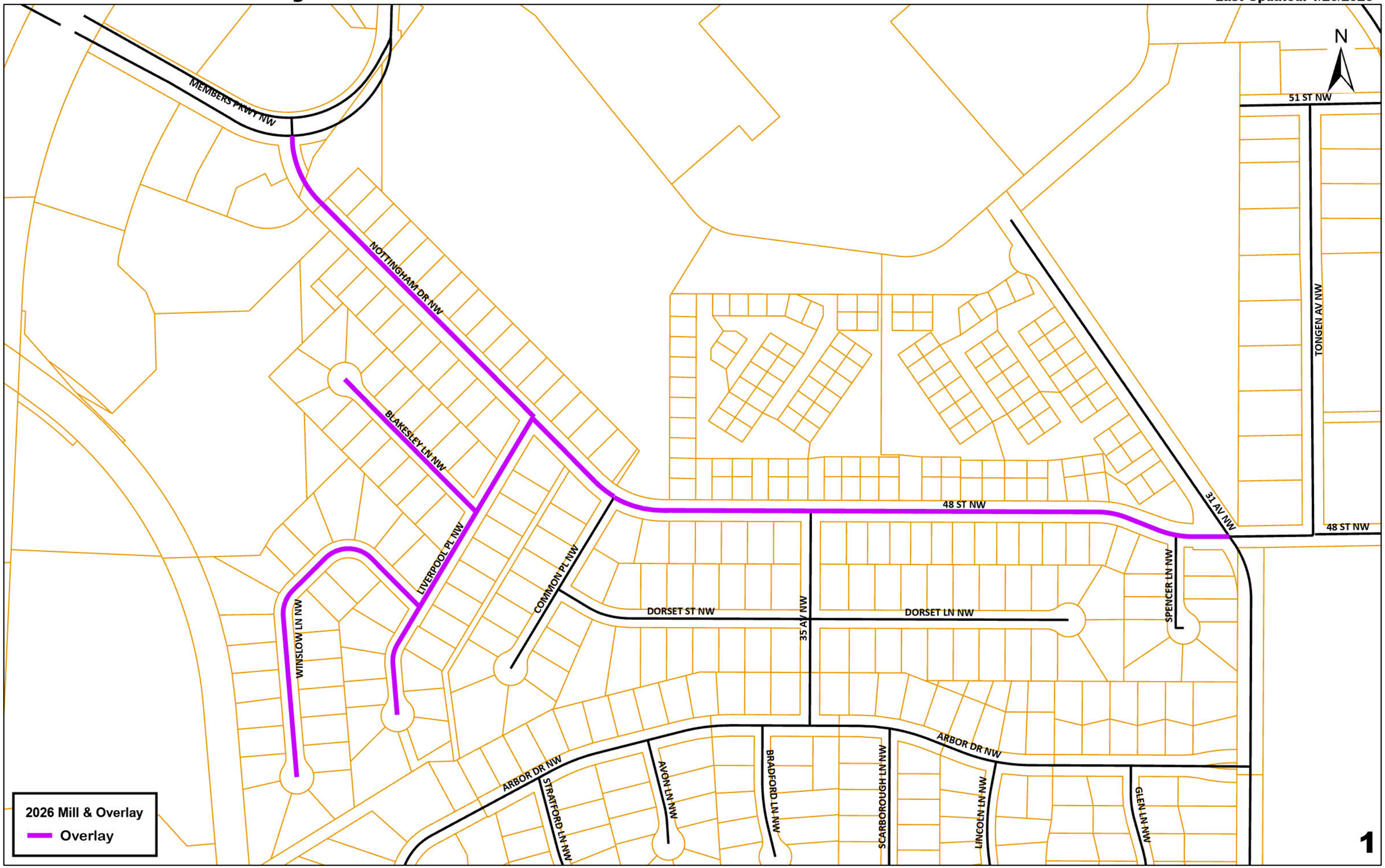
2026 Mill & Overlay

Last Updated: 10/21/2025



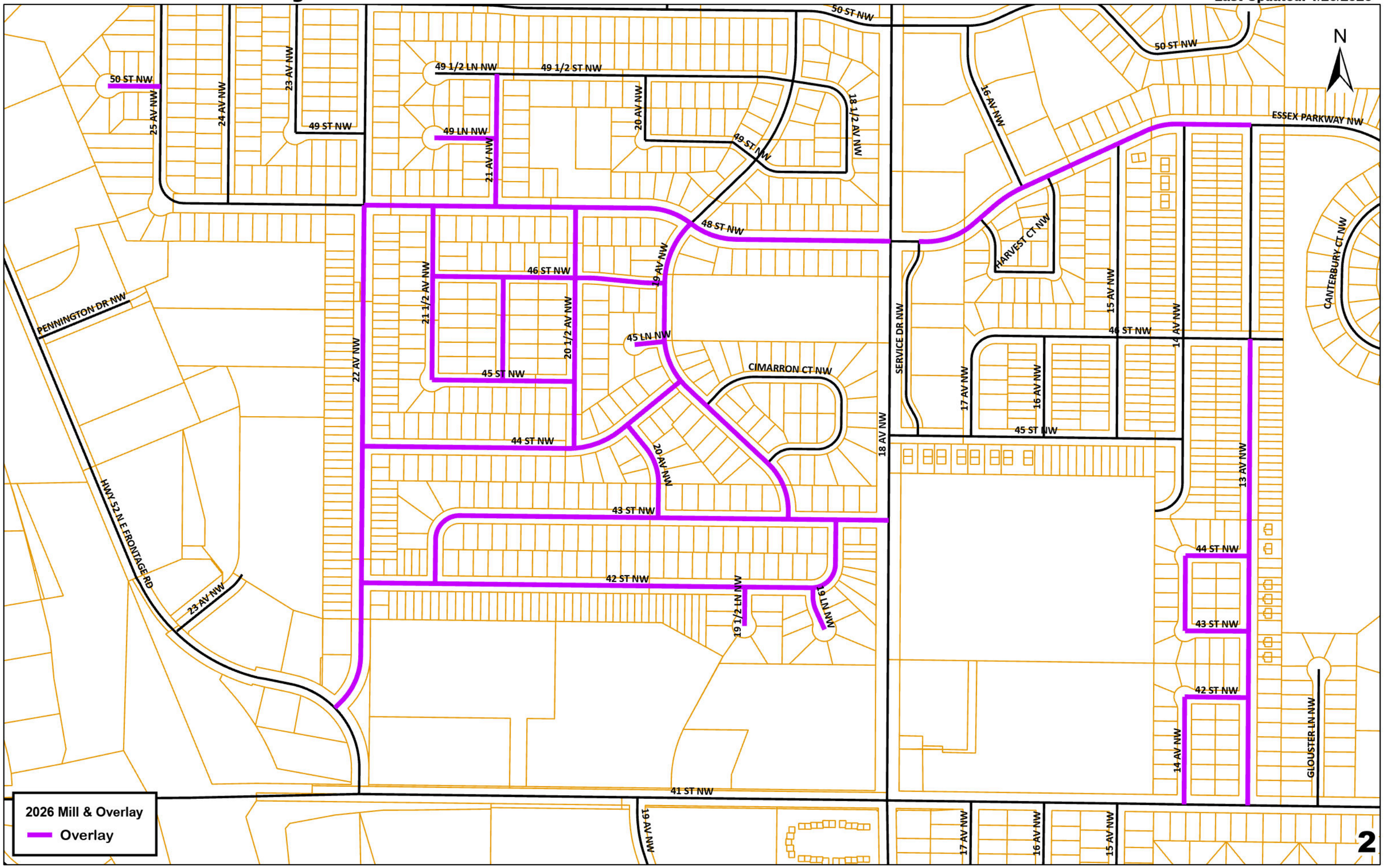
2026 Mill & Overlay

Last Updated: 1/20/2026



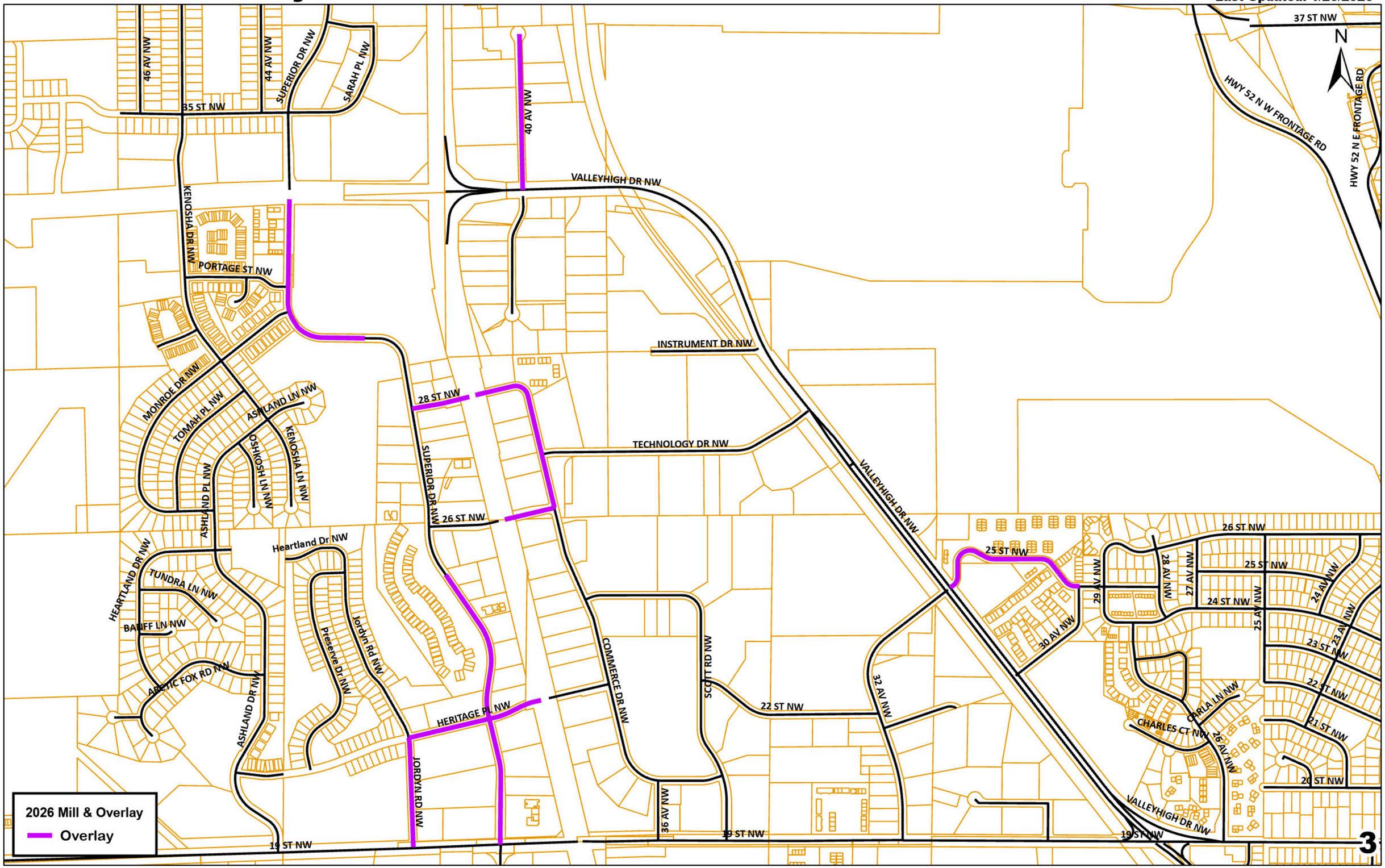
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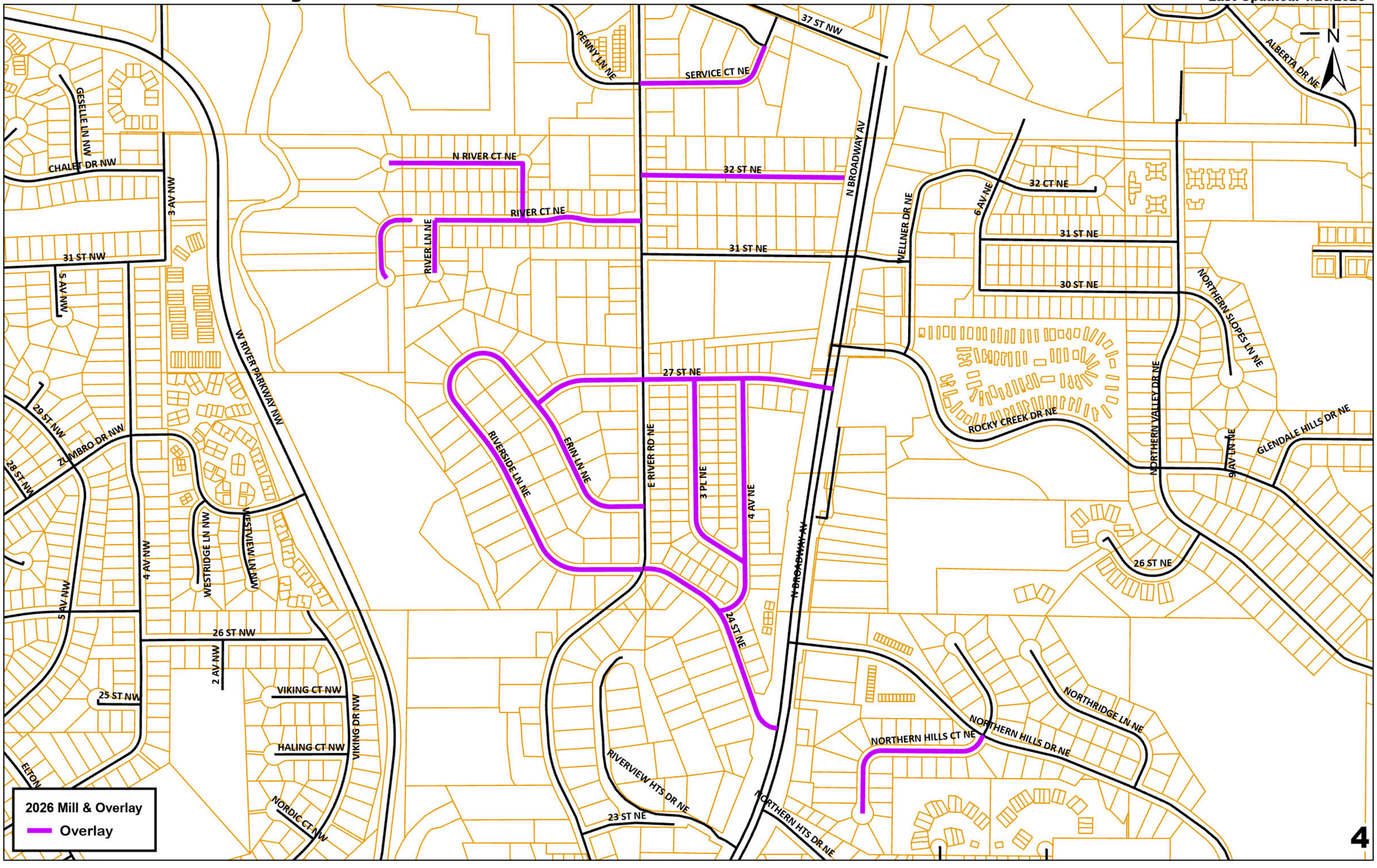
2026 Mill & Overlay

Last Updated: 1/20/2026



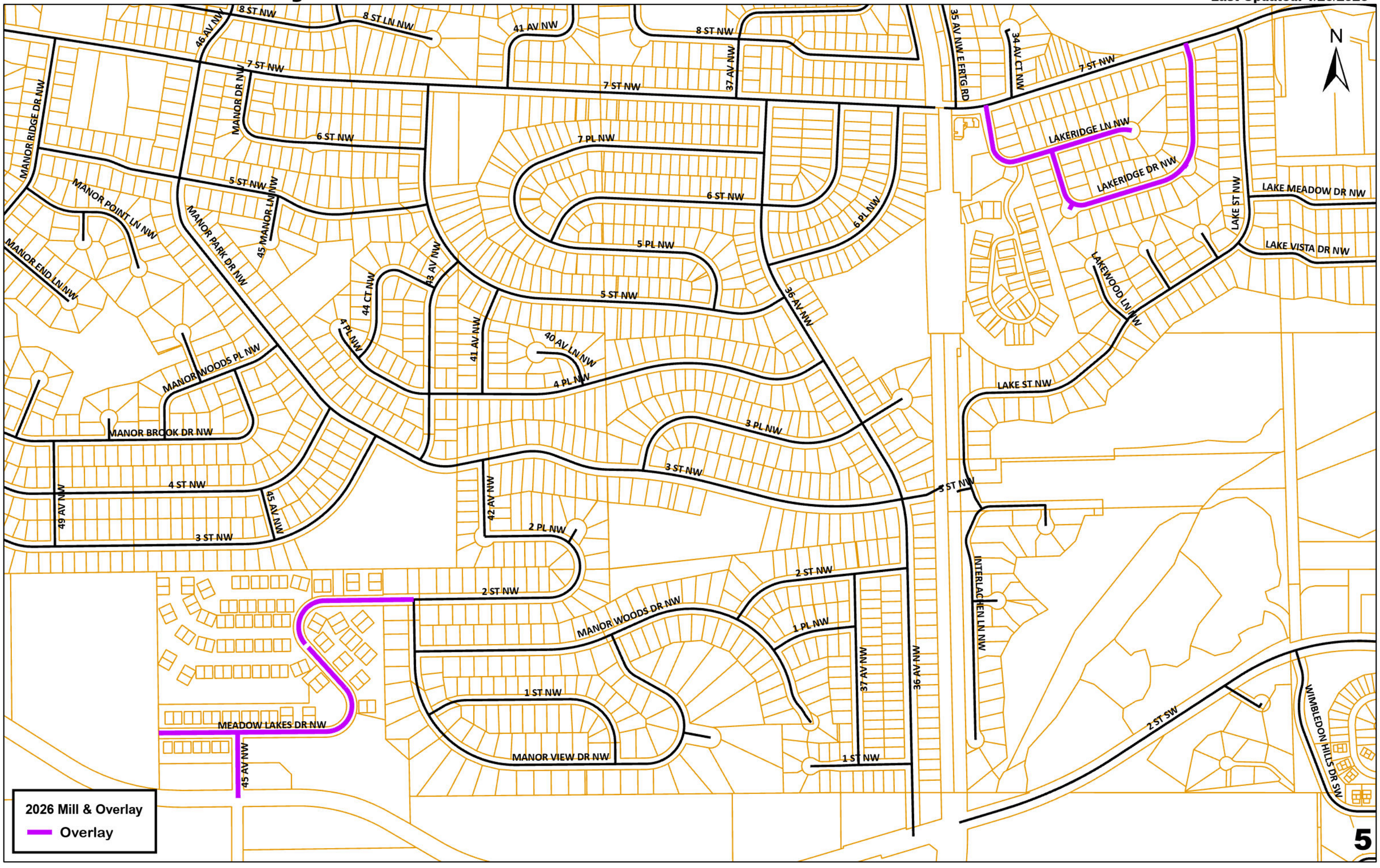
2026 Mill & Overlay

Last Updated: 1/20/2026



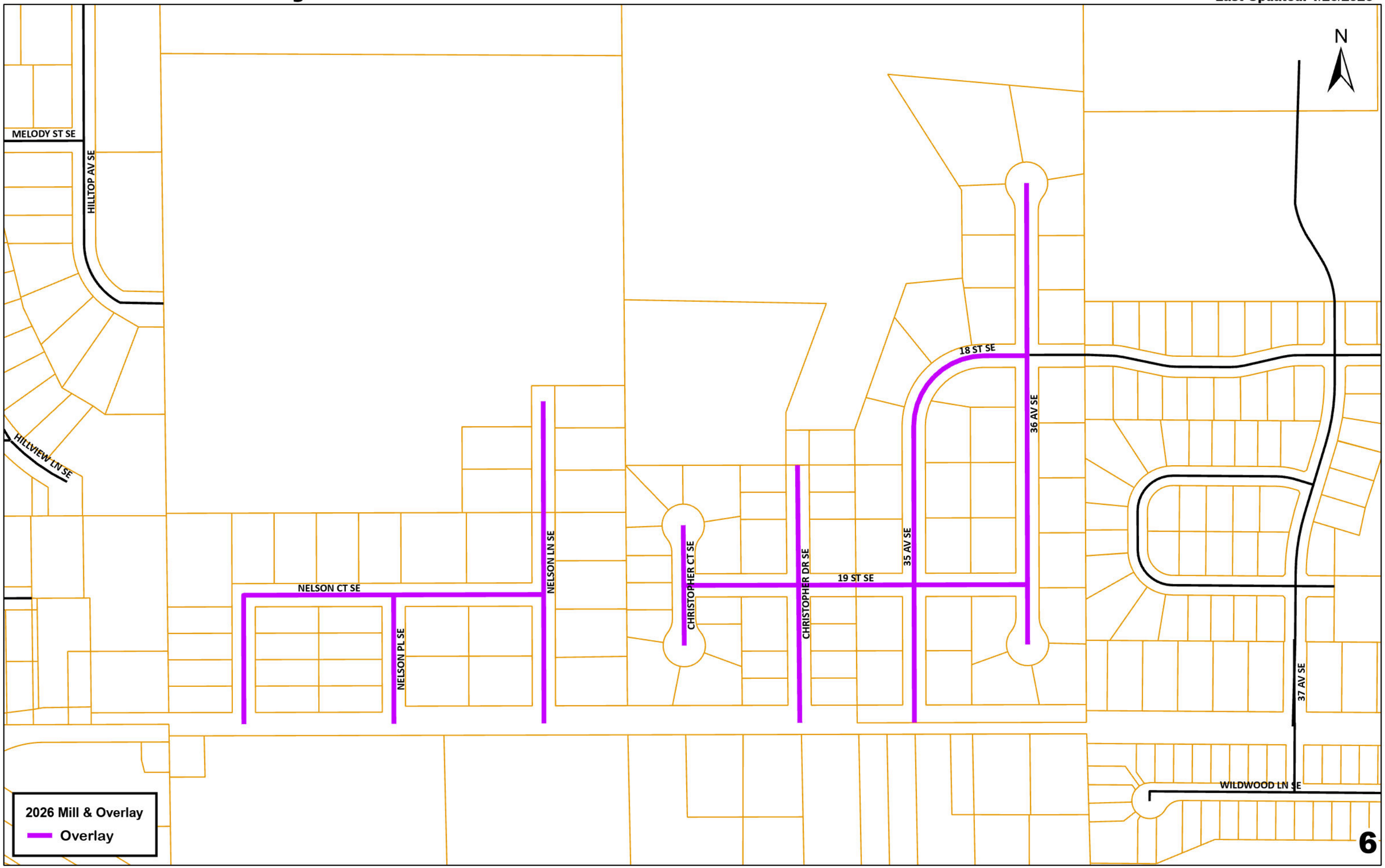
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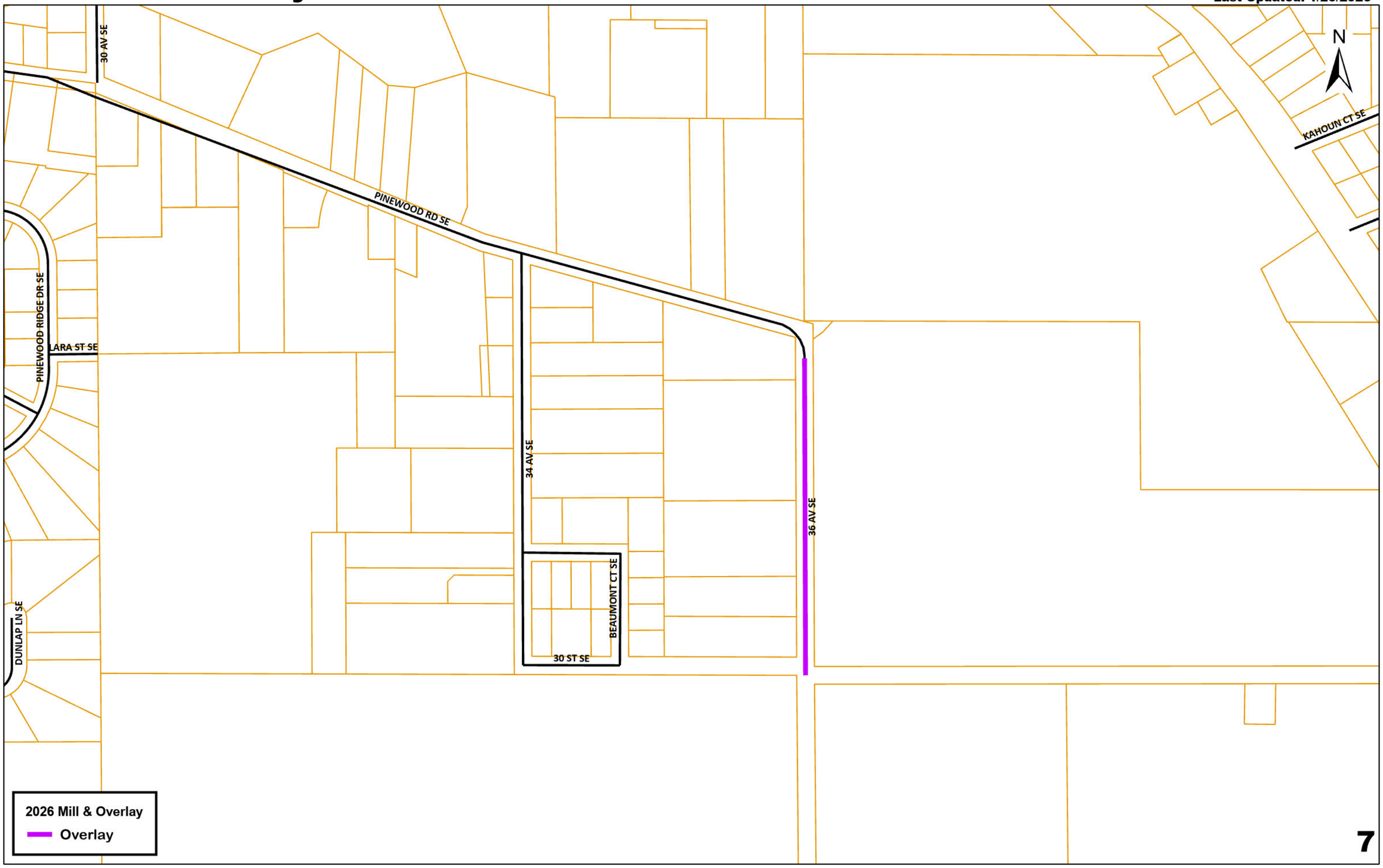
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Last Updated: 1/20/2026



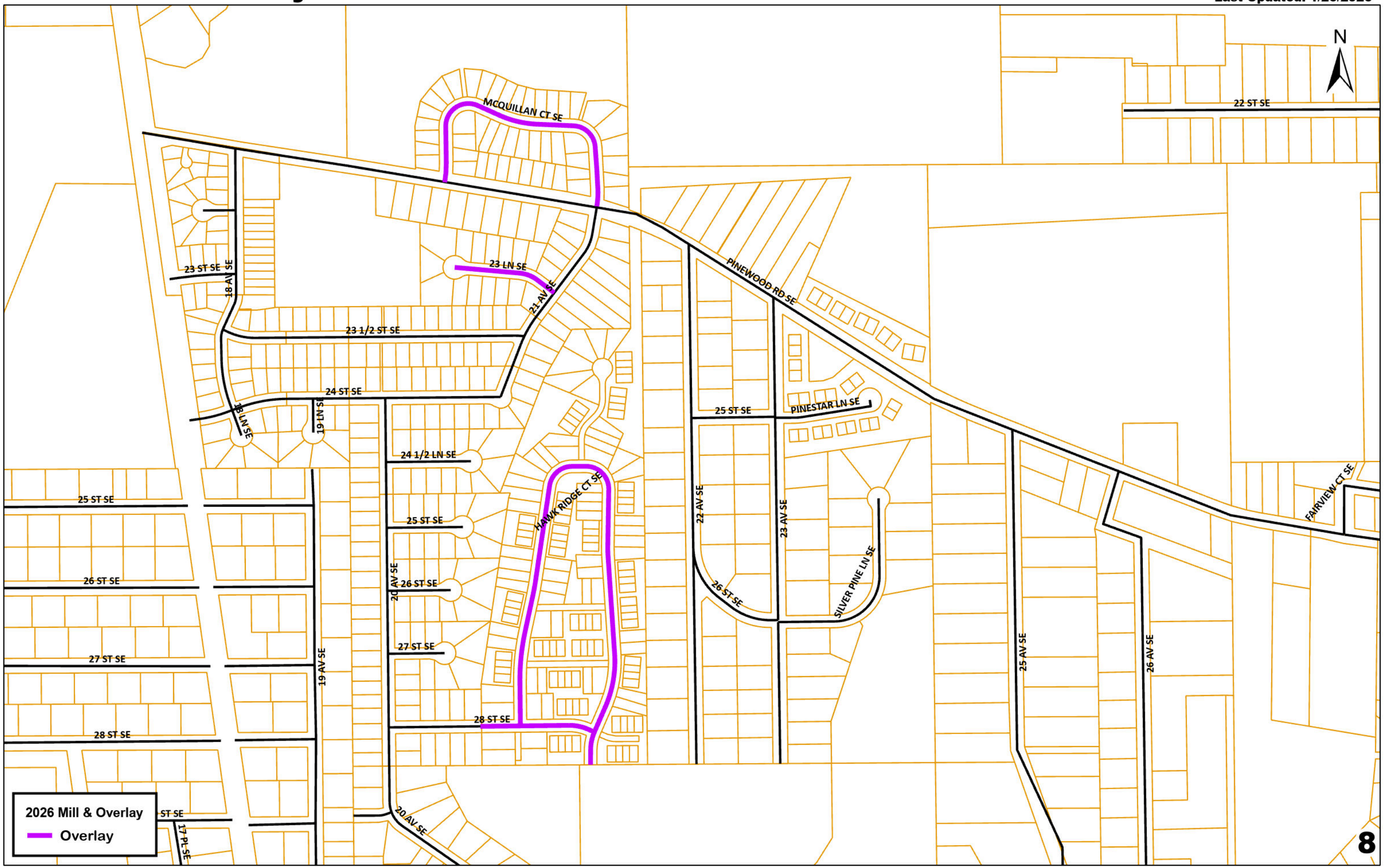
2026 Mill & Overlay

Last Updated: 1/20/2026



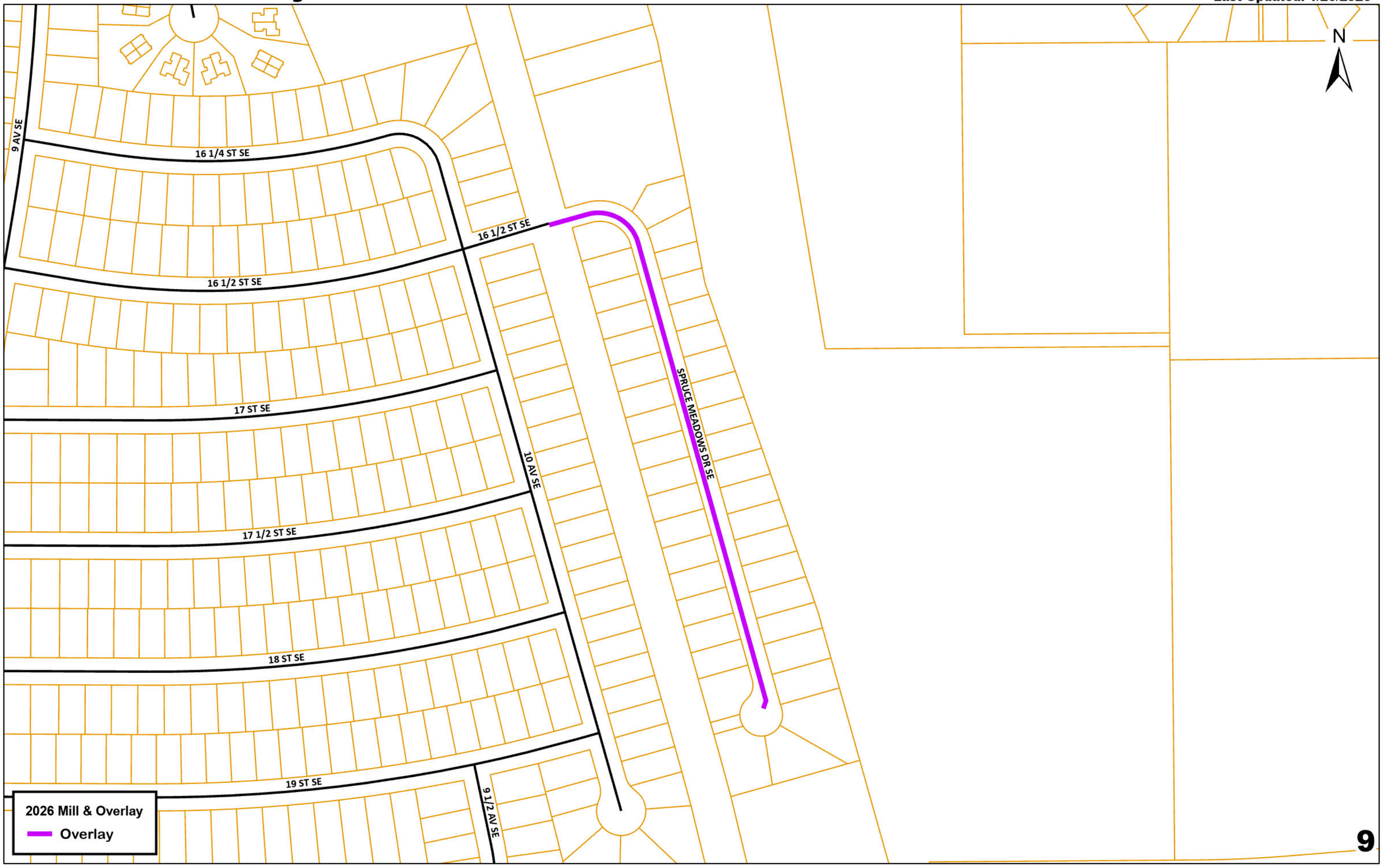
2026 Mill & Overlay

Last Updated: 1/20/2026



2026 Mill & Overlay

Last Updated: 1/20/2026



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 **Rochester Sand & Gravel, a division of Mathy Construction, 4105 East River Rd NE, Rochester, MN 55906** 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

J115 2026 Overlay Street Rehabilitation

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 **August 10, 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 **$2,276,735**.

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

J115 2026 Overlay Street Rehabilitation

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. J115 2026 Overlay Street Rehabilitation.

WHEREAS, pursuant to an advertisement for bids for the following improvement(s): Project No. **J115 2026 Overlay Street Rehabilitation**, the following bids were received complying with the advertisement:

	Base Bid	Alternate 1	Alternate 2
Rochester Sand & Gravel	**$445,995**	**$1,830,740**	$1,913,912; and

WHEREAS, it appears that **Rochester Sand & Gravel** is the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Rochester, Minnesota, that the Base Bid of **$445,995** and Alternate 1 of **$1,830,740** totaling **$2,276,735** are hereby accepted and execution of the standard City contract for construction with **Rochester Sand & Gravel,** is authorized for the following approved local improvements: Project No. **J115 2026 Overlay Street Rehabilitation**; 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 _____, 2025.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Contract Award: Special Inspection and Testing Services for Regional Sports and Recreation Complex - Project No. J2870

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
City Administration

AGENDA SECTION:
Consent Agenda

PRESENTER:
Zack Wood

Action Requested:

Awarding a professional service contract in the amount of $145,389 to Braun Intertec for special inspection and testing services for the Regional Sports and Recreation Complex - Project No J2870.

Report Narrative:

As part of the construction of the Regional Sports and Recreation Complex (RSRC), Project No. J3069, the City is required to comply with the provisions of the International Building Code (IBC), which mandate the engagement of a qualified third-party testing firm to perform special inspections. These inspections are necessary to verify that construction installation processes meet all applicable code requirements and certifications, including those related to soils, reinforced concrete, structural masonry, pre- and post-tensioned concrete, spray-applied fireproofing, structural steel, and associated bolting and welding.

In fulfillment of this requirement, the City solicited three professional services proposals from qualified firms to provide the necessary special inspection services. Upon receipt, the proposals were thoroughly evaluated by the City of Rochester's project management team in collaboration with the project's construction manager.

Following this review process, the professional services proposal submitted by Braun Intertec has been identified for approval. This recommendation is based on several key factors, including the firm's demonstrated understanding of the project scope, its prior familiarity with the project site through its preparation of geotechnical sampling and reporting during the design phase, its capacity to perform the full range of required services in-house, and its ability to meet the project's demanding construction schedule and timelines.

Approval of this proposal will ensure that the City remains in compliance with IBC requirements while supporting the timely and successful completion of the RSRC project.

Priorities & Foundational Principles:

Quality Services
Fiscal Responsibility and Sustainability

Policy Considerations & DEI Impact:

The Regional Sports & Recreation Complex Project will follow the City's targeted business utilization and workforce participation goals. The completed project will provide opportunities for the community to utilize the facility. Trails for walking, running, and biking, connecting to the funded and planned Willow Creek trail. Outdoor recreation promotes health and wellness, with well-documented benefits for physical and mental health. Activities in nature improve cardiovascular health, mobility, flexibility, and

reduce the risk of health issues. Designing the facility to be accessible ensures these benefits are available to everyone, regardless of age or ability, creating an inclusive and healthy space for all.

Prior Legislative Actions & Community Engagement:

February 6, 2023: Council Meeting - Agreement with ISG for Professional Services to Further Inform the RSRC Local Option Sales Tax Proposed Project Approved.
March - June 2023 - Community Working Group Process
July 24, 2023: Council Meeting - Gaps Analysis, Community Engagement, Preliminary Design Program, and Projected Future Operations and Maintenance for the RSRC report.
July 24, 2023: Council Meeting - Adopted the sales tax extension ballot language
November 7, 2023 - City Special Election (Voter Passage of Local Sales Tax)
January 29, 2024: Council Study Session - Local Sales Tax Update provided to City Council
February 21, 2024: Council Meeting - First Reading for Local Sales Tax Implementation
March 4, 2024: Council Meeting -Request for Proposals (RFP) for operations and programming planning activities for the RSRC
March 18, 2024: Council Meeting - Local Sales Tax Renewal Implementation
May 20, 2024: Council Meeting - Approval of Operator Planning Professional Services
June 10, 2024: Council Meeting - Executive Session - Property sites for RSRC project discussed
August 2024: Council Meeting - Request for Proposals (RFP) for Design professional services
August 5, 2024: Council Meeting - Assignment and Assumption of Purchase Agreements for the three properties under consideration for the RSRC approved
September 23, 2024: Council Meeting - Request for Qualifications (RFQ) / Request for Proposals (RFP) for Construction Manager at Risk (CMAR) professional services
October 14, 2024: Executive Session - Property sites for RSRC project discussed.
October 21, 2024 Council Meeting - Approval of Design Services
November 18, 2024: Council Meeting - Approval of CMAR Services
February 3, 2025: Real Estate Purchase and Design Direction
March - May 2025 - RSRC Community Working Group Process June 2, 2025 - Rezoning and Annexation of RSRC Property
July 28, 2025 - Study session - Operating Model Discussion
October 6, 2025: Council Meeting – Authorized Bid Award
November 18, 2025 - Neighborhood Informational Meeting
November 17, 2025 - RCTC meeting
December 8, 2025 - Authorization of Guaranteed Maximum Price (GMP) Amendment - Approved

Fiscal & Resource Impact:

The $65M budget for this project will be funded by the Local Sales Tax designated for the Regional Sports and Recreation Complex. The project scope has several large components that are not included in the CMAR contract. These prioritized items listed above in the report will be incorporated as additional funding is secured or contingency is released. $9,500,000 has been spent to-date on this project for land procurement, design, preconstruction services and other miscellaneous costs.

Alternative Action(s):

No alternative actions are recommended at this time.

Prepared By:

Zachary Wood

Attachments:

Contract- Braun Intertec - Regional Sports Complex Phase 1

February 3, 2026 Proposal 10003216_001

Zach Wood
City of Rochester
4200 E River Road NE
Rochester, MN 55906

Re: Proposal for Special Inspection and Testing Services
Rochester Regional Sports Complex
787 45th Street SE
Rochester, Minnesota

Dear Mr. Wood:

Braun Intertec Corporation (Braun Intertec) submits this proposal to provide special inspections and testing services for Rochester Regional Sports Complex in Rochester, Minnesota.

We have completed the geotechnical evaluation for this site, so we have a unique understanding of the site and construction challenges including multiple soil types and geologic origins and moist fat clay soils. We can aid the construction team by applying this experience and transferring our knowledge developed during the design phase which will provide professional continuity to the construction. Our work on the project to date gives us familiarity with the project team and design development which allows us to understand some of the considerations used when developing the projects design.

Braun Intertec works at the intersection of natural and built environments, combining science, technology, and engineering. With around 1,500 employee owners, retaining our firm gives you access to a diverse range of services and professionals you can consult if the unforeseen occurs. The size of our company also allows us to respond quickly when schedule constraints occur.

Our office is located within 2 miles of the site, minimizing travel times and trip expenses. This proximity also provides the opportunity to quickly mobilize to the site when unforeseen needs arise.

Our Understanding of the Project

We understand this project includes the construction of eight artificial turf baseball/softball fields, two soccer fields, post-tensioned concrete pickleball courts, one basketball court, three stormwater basins, and new parking lots, drives, and trails. There also will be a new multi-purpose building, maintenance building, and central restroom buildings. We understand that there will be a future phase to this project that includes a field house and additional parking.

Available Information

This proposal was prepared using the following documents and information.

- Project plans and specifications prepared by TSP, Inc, dated October 13, 2025.
- Construction schedule prepared by Knutson, included in provided specifications dated September 15, 2025.
- A Geotechnical Evaluation Report, titled Rochester Sports Complex, prepared by Braun Intertec, Project number B2502314 dated September 26, 2025.

Project Approach and Staff Qualifications

Special Inspections

Braun Intertec has adopted the International Code Council (ICC) Model Program for Special Inspection to develop the guiding principles for our special inspection program. This model was selected because the ICC designed it to assist owners, contractors and building officials in the understanding, administration, and enforcement of the special inspection requirements of the International Building Code (IBC). Currently, there are ICC certifications for soils, reinforced concrete, structural masonry, pre-tension/post-tension (pre-stressed) concrete, spray-applied fireproofing, structural steel and bolting, and structural welding.

Qualifications and Experience

ICC certified special inspectors, or qualified technicians will provide special inspections. An ICC certified special inspector is one who has successfully demonstrated their ability to understand the IBC, construction practices and how to read and understand construction documents. Through experience and examination, our ICC certified special inspectors have demonstrated their ability to provide special inspection services.

Inspections and Reporting

Our special inspectors summarize the nature, extent, and results of special inspection activities at the time they are performed on Special Inspection Daily Report forms submitted electronically to the general contractor's on-site personnel for review and records. These records can also be transmitted electronically to others who may want to review these documents on an agreed upon schedule. When unresolved discrepancies are noted, we will document the issues and work with the design and construction team to bring them to resolution. Special inspection final reports will be prepared and submitted upon completion as required by the requirements of the IBC.

Communications

Braun Intertec special inspectors will communicate the results of their inspections to the contractor and our supervising engineer each day special inspections are performed. We strive to have our special inspectors develop a working relationship with the project's structural engineer-of-record. We may attempt contact with the structural engineering consultant periodically to review the work being performed and to request clarifications and direction on any item that may require it.

Construction Materials Testing

Qualified technicians working under the direction of a professional engineer will provide the services. Experience and certification information is available upon request once we are provided with schedule information. Concrete technicians assigned to the project are ACI Concrete Field Testing Technician – Grade I certified to conduct the required concrete testing. Soil technicians are certified to use a nuclear gauge for soil density testing, so test results can be determined on site and evaluated once the required laboratory testing is completed. Field test results will be verbally reported daily to the general contractor on site, with written field and laboratory reports distributed shortly after.

Scope of Services

Services are performed under the direction of a licensed professional engineer, either on a full-time or periodic basis, depending on the construction schedule and when the general contractor requests them. After reviewing available information, we understand our scope of services for the project will be limited to the tasks defined below.

Soil Related Services

- Observe and evaluate the soils exposed in excavations to determine if the soils are similar to those encountered with the geotechnical evaluation and suitable for support of fill, foundations, or pavements. Our engineer can provide consultation for conditions that appear to differ from the geotechnical evaluation.
- Perform laboratory mechanical analyses (gradations) of prospective fill materials.
- Perform laboratory Proctor tests to determine the maximum Proctor dry densities and optimum moisture contents of prospective fill materials.
- Observe the placement and compaction of fill.
- Test compacted fill placed below building footprints and oversizing areas, below slabs and/or pavements, adjacent to walls, below synthetic turf areas, and in utility trenches, to determine if the relative compaction was achieved.
- Provide test-roll observations of the pavement subgrade soils and/or aggregate base layer to determine if the materials tested are capable of supporting bituminous or concrete pavement.
- Furnishing settlement plates to be placed at 8 locations on site. We assume any excavation or earthwork associated with the installation of the plates will be performed by the grading contractor. We also assume the project surveyor will measure the elevations at each settlement plate and provide those measurements to us.
- Provide review of the settlement plate survey information to evaluate if fill-induced consolidation of the underlying native soils has progressed such that further construction activities can continue with minimized risk of settlement.
- Engineering oversight and review of the services provided.

Concrete Related Services

- Observe concrete reinforcement placement.
- Observe post-tension tendon and mild reinforcement placement for pickle ball courts.
- Measure and document the post-tension tendon elongation and total load applied for review by the structural engineer-of-record.
- Observe the general placement of bolts and other embeds in the plastic concrete.
- Sample and test the plastic concrete for slump, air content, temperature and prepare test cylinders for laboratory compressive strength testing with ACI level 1 field technicians. We will perform concrete testing on structural items as required by the IBC. Though not required by the IBC we have included testing for the interior slab on grades.
- Our base scope does not include concrete testing for exterior sidewalk or slabs, light, or sign pole bases, or lift stations. Estimated fees for those items are included below in the Cost Section.
- Observe the concrete placement and test sample preparation.
- Perform laboratory compressive strength testing of the concrete samples.
- Observe the installation of post-installed anchors on a periodic basis.
- Install and test cast-in-place pullout cylinders (CIPPOCs) in the slabs to evaluate the in-place compressive strength for form removal or post-tensioning.

Structural Masonry Related Services

- Observe the structural masonry construction and grouting operation on a periodic basis.
- Observe the preparation of grout and masonry block prism samples.
- Perform structural masonry grout and structural masonry prism testing.

Structural Steel and Wood Related Services

- Observe and test the structural steel welded and bolted connections in the field.
- Observe and test the precast concrete welded or bolted connections (if Quad building alternate is used).
- Observe and document the installation of the base plate anchor bolts.
- Observe the installation of post-installed anchors.
- Observe designated field built wood framing for high load diaphragms. Observations include grade and thickness of wood and installation of fasteners.
- Observe permeant truss bracing for trusses over 60 inches deep.

Paving Related Services

- Observe test rolls of the pavement subgrade soils and aggregate base layer to determine if the materials tested are capable of supporting bituminous pavement.

Project Management and Communication and Reporting

- Provide project management and communication, review test results and observations reports, and prepare required final reports.
- Management, including scheduling of our field personnel and communication with the contractor, owner, building official, and design team.
- Transmit results to the project team on weekly basis to the contractor, owner, building official, fabricators and design team.

Basis of Scope of Work

The costs associated with the proposed scope of services were estimated using the following assumptions. If the construction schedule is modified or the contractor completes the various phases of the project at different frequencies or durations than shown in this proposal, we may need to adjust the overall cost accordingly. The scope of work and number of trips required to perform these services are as shown in the attached table. Notable assumptions in developing our estimate include:

- This project will begin in March of 2026 and will be substantially complete by about November of 2026.
- Assumptions regarding the number of trips for special inspections and testing are outlined in the attached cost estimate table. As the contractor's schedule becomes available and designs are finalized, please review this proposed scope of work to determine if the project's needs and budget will be met.
- The earthwork phases of the project will be substantially complete in 220 working days. We have assumed that earthwork observation and testing will be required. We have assumed 80 trips to the site during the main earthwork phases.
- The inspection of the reinforcement associated with structural concrete will be performed immediately prior to testing of the concrete with no additional trips or time incurred, with the exception of the post-tensioned slabs.
- The post tensioned slabs will be completed in 4 placements. We assume these placements will be completed in 4 hours for the smaller placement and 5 hours for the larger placements.
- We assume 3 CIPPOCs per post-tensioned concrete placement will be required.
- The post-tensioning of the slabs will be completed at 4 hours for the small slabs and 6 hours for the larger slabs. Two jacks will be used to stress the slabs.

- Concrete placements for the structure will be observed throughout the duration by our technician as required by the IBC and project documents.
- The masonry construction will require inspections to be completed every time grout is placed. Grout will be placed with high lift grout techniques.
- We assume the structural steel fabricator will be AISC certified and review of quality control manual or inspections of the fabrication shop are **not** required. If this assumption is not correct, please call us and we will provide a cost estimate for the fabrication shop inspections.
- No special site specific training or gear is required to complete our scope of services.
- Parking will be available on site for our vehicles.
- You, or others you may designate, will provide us with current and approved plans and specifications for the project. Modification to these plans must also be sent to us so we can review their incorporation into the work.
- We will require a minimum of 24 hours' notice for scheduling inspections for a specific time. Shorter than 24 hours' notice may impact our ability to perform the requested services, and the associated impacts will be the responsibility of others.

Cost

We will provide the services described in this proposal for an estimated fee of **$145,389**. If concrete testing for the exterior slabs, sidewalks, light pole bases, sign bases, or lift stations is required, our total estimated fee will be $164,414. A tabulation showing hourly and unit rates associated with our proposed scope of services is attached. The actual cost of our services will be based on the actual units or hours spent to meet the requirements of the project documents.

This cost estimate was developed with the understanding that the scope of services defined herein will be required and requested during our normal work hours of 6:00 a.m. to 4:00 p.m., Monday through Friday. Services that we are asked to provide to meet the project requirements or the contractor's construction schedule **outside** our normal business hours will be invoiced using an overtime rate factor. The factor for services provided outside our normal work hours or on Saturday will be 1.25 times the listed hourly rate for the service provided. The factor for services provided on Sunday or legal holidays will be 1.5 times the listed hourly rate for the service provided. We have not included premiums for overtime in our cost estimate; however, we recommend that allowances and contingencies be made for overtime charges based on conversations with the contractor. You will be billed only for services provided on a time and materials basis.

Because our services are directly controlled by the schedule and performance of others, the actual cost may vary from our estimate. It is difficult to project all the services and the quantity of services that may be required for any project. If services are required that are not discussed above, we will provide them at the rates shown in the attached table or, if not shown, in our current Schedule of Charges. We will invoice you monthly.

General Remarks

We based the proposed fee on the scope of services described and the assumption that you will authorize our services within 30 days and that others will not delay us beyond our proposed schedule. If anything in this proposal is not consistent with your requirements, please let us know immediately.

We include the Braun Intertec General Conditions, which provide additional terms and are a part of our agreement. To accept this proposal and authorize us to proceed, please sign and return it to us in its entirety.

We appreciate the opportunity to present this proposal to you. We will be happy to meet with you to discuss our proposed scope of services further and clarify the various scope components. Braun Intertec will not release any written reports until we have received a signed agreement. Ordering services from Braun Intertec constitutes acceptance of the terms of this proposal.

To have questions answered or schedule a time to meet and discuss our approach to this project further, please contact Kyle Johnson at 507.923.3626 or kjohnson@braunintertec.com.

Sincerely,
Braun Intertec Corporation

Kyle C. Johnson, PE
Project Engineer

Brandon K. Wright, PE
Senior Manager, Senior Engineer

Attachments:
Cost Estimate Table
General Conditions (11/04/2024)

The proposal is accepted, and Braun Intertec is authorized to proceed.

_____
Authorizer's Firm

_____
Authorizer's Signature

_____
Authorizer's Name (please print or type)

_____
Authorizer's Title

_____
Date

BRAUN INTERTEC
the science you build on

Fee Estimate
10003216_001
Rochester Regional Sports Complex CMT Phase 1

Client:
City of Rochester
Zack Wood
4200 E River Rd NE
Rochester, Minnesota 55906-3518

Work Site Address:
787 45th Street SE
Rochester, Minnesota 55904

		Qty/Hours	Rate	Amount
Task 1: Construction Materials Testing				
Subtask 1.1: Field, Laboratory, Management and Engineering				**$145,389.00**
Subtask 1.1.1: Soil				**$82,532.00**
Soil Observations		32.00	104.00	$3,328.00
EO - Maintenance Building	*1 Trip @ 2 Hr*	*2.00*		
EO - Central Building	*1 Trip @ 2 Hr*	*2.00*		
EO - Quad Buildings	*2 Trips @ 2 Hr*	*4.00*		
EO - Premier Dugout	*2 Trips @ 2 Hr*	*4.00*		
EO - Mass Grading Fill Preparation	*10 Trips @ 2 Hr*	*20.00*		
Soil Compaction Testing - Nuclear		559.00	94.00	$52,546.00
Mass Grading	*80 Trips @ 5 Hr*	*400.00*		
Structure Interior Wall Backfill	*8 Trips @ 3 Hr*	*24.00*		
Synthetic Turf Sub-base and base	*20 Trips @ 3 Hr*	*60.00*		
Retaining Wall Backfill	*5 Trips @ 3 Hr*	*15.00*		
Utility Trench Backfill	*10 Trips @ 3 Hr*	*30.00*		
Proofroll Observations		40.00	104.00	$4,160.00
Road and Parking Lot Subgrade	*10 Trips @ 2 Hr*	*20.00*		
Road and Parking Lot Base	*10 Trips @ 2 Hr*	*20.00*		
Trip Charge		159.00	10.00	$1,590.00
Soil Proctor MD Relationship (Standard) ASTM D698 each		30.00	195.00	$5,850.00
Nuclear moisture-density meter charge, per hour		559.00	22.00	$12,298.00
Soil Sieve Analysis with 200 wash, each		10.00	156.00	$1,560.00
Unassigned - Settlement Plates		8.00	150.00	$1,200.00
Subtask 1.1.2: Concrete				**$23,365.00**
Concrete Observations		57.00	104.00	$5,928.00
Maintenance Building Footings	*1 @ 0.5 Hr*	*0.50*		
Maintenance Building Foundation Walls	*1 @ 0.5 Hr*	*0.50*		
Central Building Footings	*2 @ 0.5 Hr*	*1.00*		
Central Building Foundation Walls	*2 @ 0.5 Hr*	*1.00*		
Quad Buildings Footings	*2 @ 0.5 Hr*	*1.00*		
Quad Buildings Foundation Walls	*2 @ 0.5 Hr*	*1.00*		
Premier Dugouts Footings	*2 @ 0.5 Hr*	*1.00*		
Premier Dugouts Foundation Walls	*2 @ 0.5 Hr*	*1.00*		
Large Pickleball Courts Pre-pour	*2 @ 6 Hr*	*12.00*		
Small Pickleball Courts Pre-pour	*2 @ 4 Hr*	*8.00*		
Large Pickleball Courts Placement	*2 @ 5 Hr*	*10.00*		
Small Pickleball Courts Placement	*2 @ 4 Hr*	*8.00*		
Large Pickleball Courts Tensioning	*2 @ 6 Hr*	*12.00*		
Small Pickleball Courts Tensioning	*2 @ 4 Hr*	*8.00*		
Concrete Testing		70.50	94.00	$6,627.00
Maintenance Building Footings	*1 @ 2.5 Hr*	*2.50*		
Maintenance Building Foundation Walls	*1 @ 2.5 Hr*	*2.50*		
Maintenance Building Slab on Grade	*1 @ 2.5 Hr*	*2.50*		

		Qty/Hours	Rate	Amount
Central Building Footings	*2 @ 2.5 Hr*	*5.00*		
Central Building Foundation Walls	*2 @ 2.5 Hr*	*5.00*		
Central Building Slab on Grade	*2 @ 2.5 Hr*	*5.00*		
Quad Buildings Footings	*2 @ 2.5 Hr*	*5.00*		
Quad Buildings Foundation Walls	*2 @ 2.5 Hr*	*5.00*		
Quad Building Slab on Grade	*2 @ 2.5 Hr*	*5.00*		
Premier Dugouts Footings	*2 @ 2.5 Hr*	*5.00*		
Premier Dugouts Foundation Walls	*2 @ 2.5 Hr*	*5.00*		
Premier Dugout Slab on Grade	*2 @ 2.5 Hr*	*5.00*		
Large Pickleball Courts Placement	*2 @ 5 Hr*	*10.00*		
Small Pickleball Courts Placement	*2 @ 4 Hr*	*8.00*		
Concrete Cylinder Pick Up		29.00	94.00	$2,726.00
Cylinder Pickup	*25 @ 1 Hr*	*25.00*		
CIPPOC Pickup	*4 @ 1 Hr*	*4.00*		
Trip Charge		54.00	10.00	$540.00
Concrete Compressive Strength Cylinders ASTM C39 each		200.00	31.00	$6,200.00
Maintenance Building Footings	*2 Sets @ 5 Qty*	*10.00*		
Maintenance Building Foundation Walls	*2 Sets @ 5 Qty*	*10.00*		
Maintenance Building Slab on Grade	*2 Sets @ 5 Qty*	*10.00*		
Central Building Footings	*4 Sets @ 5 Qty*	*20.00*		
Central Building Foundation Walls	*4 Sets @ 5 Qty*	*20.00*		
Central Building Slab on Grade	*4 Sets @ 5 Qty*	*20.00*		
Quad Buildings Footings	*2 Sets @ 5 Qty*	*10.00*		
Quad Buildings Foundation Walls	*2 Sets @ 5 Qty*	*10.00*		
Quad Building Slab on Grade	*2 Sets @ 5 Qty*	*10.00*		
Premier Dugouts Footings	*2 Sets @ 5 Qty*	*10.00*		
Premier Dugouts Foundation Walls	*2 Sets @ 5 Qty*	*10.00*		
Premier Dugout Slab on Grade	*2 Sets @ 5 Qty*	*10.00*		
Large Pickleball Courts Placement	*6 Sets @ 5 Qty*	*30.00*		
Small Pickleball Courts Placement	*4 Sets @ 5 Qty*	*20.00*		
Concrete CIPPOC Comp Strength ASTM C87, each		12.00	112.00	$1,344.00
Subtask 1.1.3: Masonry				**$9,332.00**
Masonry Observations		72.00	104.00	$7,488.00
Central Building Masonry Observations	*16 Trips @ 3 Hr*	*48.00*		
Quad Buildings Masonry Observations	*4 Trips @ 3 Hr*	*12.00*		
Premier Dugouts Masonry Observations	*4 Trips @ 3 Hr*	*12.00*		
Masonry Sample Pick up		2.00	94.00	$188.00
Sample Pickup	*2 Trips @ 1 Hr*	*2.00*		
Masonry Grout Prism Compressive strength ASTM C 1314 each		6.00	81.00	$486.00
Masonry Sample	*2 Sets @ 3 Qty*	*6.00*		
Masonry Hollow Prism Compressive strength ASTM C 1314 each		6.00	195.00	$1,170.00
Masonry Sample	*2 Sets @ 3 Qty*	*6.00*		
Subtask 1.1.4: Structural Steel				**$11,280.00**
Special Inspector Steel		72.00	140.00	$10,080.00
Steel Welded and Bolted Connections	*6 Trips @ 6 Hr*	*36.00*		
Wood Trusses	*6 Trips @ 6 Hr*	*36.00*		
Trip Charge - From Supporting Office		12.00	100.00	$1,200.00
Subtask 1.1.5: Project Management and Engineering				**$18,880.00**
Project Assistant		10.00	94.00	$940.00
Project Control Specialist II		10.00	145.00	$1,450.00
Project Manager		70.00	185.00	$12,950.00
Project Management	*1 Ea @ 60 Hr*	*60.00*		
Settlement Plate Analysis	*1 Ea @ 10 Hr*	*10.00*		
Senior Engineer		5.00	208.00	$1,040.00
Report - Final Special Inspection Reports		1.00	2,500.00	$2,500.00

		Qty/Hours	Rate	Amount
Subtask 1.2: Additional Exterior Concrete Testing				**$19,025.00**
Subtask 1.2.1: Concrete Testing				**$17,175.00**
Concrete Testing		105.00	94.00	$9,870.00
Exterior Sidewalks/Slabs	*20 Trips @ 3 Hr*	*60.00*		
Light/Sign Pole Bases	*10 Trips @ 3 Hr*	*30.00*		
Lift Station/Miscellaneous	*5 Trips @ 3 Hr*	*15.00*		
Concrete Cylinder Pick Up		20.00	94.00	$1,880.00
Cylinder Pickup	*20 Trips @ 1 Hr*	*20.00*		
Concrete Compressive Strength Cylinders ASTM C39 each		175.00	31.00	$5,425.00
Exterior Sidewalks/Slabs	*20 Sets @ 5 Qty*	*100.00*		
Light/Sign Pole Bases	*10 Sets @ 5 Qty*	*50.00*		
Lift Station/Miscellaneous	*5 Sets @ 5 Qty*	*25.00*		
Subtask 1.2.2: Project Management				**$1,850.00**
Project Manager		10.00	185.00	$1,850.00
Project Management	*1 Ea @ 10 Hr*	*10.00*		
Task 1 Total:				**$164,414.00**
Project Total				**$164,414.00**

BRAUN INTERTEC GENERAL CONDITIONS

SECTION 1: AGREEMENT

1.1 Agreement. This agreement consists of these General Conditions and the accompanying written proposal or authorization ("Agreement"). This Agreement is the entire agreement between Consultant and Client and supersedes all prior negotiations, representations or agreements, either written or oral.

1.2 Parties to the Agreement. The parties to this Agreement are the Braun Intertec entity ("Consultant") and the client ("Client") as described in the accompanying written proposal or authorization. Consultant and Client may be individually referred to as a Party or collectively as the Parties.

SECTION 2: SCOPE OF SERVICES

2.1 Services. Consultant will provide services ("Services") in connection with the project ("Project") which are specifically described in this Agreement. Client understands and agrees that Consultant's Services are limited to those which are expressly set forth in this Agreement.

2.2 Additional Services. Any Services not specifically set forth in the Agreement constitute "Additional Services." Additional Services must be agreed upon in writing by the Parties prior to performance of the Additional Services and may entitle Consultant to additional compensation and schedule adjustments. Additional compensation will be based upon Consultant's then current rates and fees.

SECTION 3: PERFORMANCE OF SERVICES

3.1 Standard of Care. Consultant will perform its professional Services consistent with the degree of care and skill exercised by members of Consultant's profession performing under similar circumstances at the same time and in the same locality in which the professional Services are performed. CONSULTANT DISCLAIMS ALL STATUTORY, ORAL, WRITTEN, EXPRESS, AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR PERFORMANCE OF SERVICES IN A GOOD AND WORKMANLIKE MANNER.

3.2 Written Reports and Findings. Unless otherwise agreed in writing, Consultant's findings, opinions, and recommendations will be provided to Client in writing and may be delivered via electronic format. Client agrees not to rely on oral findings, opinions, or recommendations.

3.3 Observation or Sampling Locations. Locations of field observations or sampling described in Consultant's report or shown on Consultant's sketches reference Project plans or information provided by others or estimates made by Consultant's personnel. Consultant will not survey, set, or check the accuracy of those points unless Consultant accepts that duty in writing. Client agrees that such dimensions, depths, or elevations are approximations unless specifically stated otherwise in the report. Client accepts the inherent risk that samples or observations may not be representative of items not sampled or seen and further that site conditions may vary over distance or change over time.

3.4 Project Site Information. Client will provide Consultant with prior environmental, geotechnical and other reports, specifications, plans, and information to which Client has access about the Project site and which are necessary for Consultant to carry out Consultant's Services. Client agrees to provide Consultant with all plans, changes in plans, and new information as to Project site conditions until Consultant has completed its Services.

3.5 Subsurface Objects. To the extent required to carry out Consultant's Services, Client agrees to provide Consultant, in a timely manner, with information that Client has regarding buried objects at the Project site. Consultant will not be responsible for locating buried objects or utilities at the Project site unless expressly set forth in this Agreement, or expressly required by applicable law. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, losses, penalties and expenses (including attorney fees) involving buried objects or utilities that were not properly marked or identified or of which Client had or should have had knowledge but did not timely notify Consultant or correctly identify on the plans Client or others furnished to Consultant. Consultant, from time to time, may hire a third party to locate underground objects or utilities and, unless otherwise expressly stated in this Agreement, such action shall be for the sole benefit of Consultant and in no way will alleviate Client of its responsibilities hereunder.

3.6 Hazardous Materials. Client will notify Consultant of any knowledge or suspicion of the presence of hazardous or dangerous materials present on any Project site or in any sample or material provided to Consultant. Client agrees to provide Consultant with information in Client's possession or control relating to such samples or materials. If Consultant observes or suspects the presence of contaminants not anticipated in this Agreement, Consultant may terminate Services without liability to Client or to others, and Client will compensate Consultant for fees earned and expenses incurred up to the time of termination.

3.7 Supervision of Others. Consultant shall have no obligation to supervise or direct Client's representatives, contractors, or other third parties retained by Client. Consultant has no authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction selected or used by Client, Client's representatives, contractors, or other third parties retained by Client.

3.8 Safety. Consultant will provide a health and safety program for its employees as well as reasonable personal protective equipment ("PPE") typical for the performance of the Services provided by this Agreement and as required by law. Consultant shall be entitled to compensation for all extraordinary PPE required by Client. Client will provide, at no cost to Consultant, appropriate Project site safety measures which are necessary for Consultant to perform its Services at the Project location or work areas in connection with the Project. Consultant's employees are expressly authorized by Client to refuse to work under conditions that may, in an employee's sole discretion, be unsafe. Consultant shall have no authority over or be responsible for the safety precautions and programs, or for security, at the Project site (except with respect to Consultant's own Services and those of its subconsultants).

3.9 Project Site Access and Damage. Client will provide or ensure access to the site. In the performance of Services some Project site damage is normal even when due care is exercised. Consultant will use reasonable care to minimize damage to the Project site. Unless otherwise expressly stated in this Agreement, the cost of restoration for such damage has not been included in the estimated fees and will be the responsibility of the Client.

3.10 Monitoring Wells. To the extent applicable to the Services, monitoring wells are Client's property, and Client is responsible for monitoring well permitting, maintenance, and abandonment unless otherwise expressly set forth in this Agreement.

3.11 Contaminant Disclosures Required by Law. Client agrees to make all disclosures related to the discovery or release of contaminants that are required by law. In the event Client does not own the Project site, Client acknowledges that it is Client's duty to inform the owner of the Project site of the discovery or release of contaminants at the site. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from claims, damages, penalties, or losses and expenses, including attorney fees, related to Client's failure to make any disclosure required by law or for failing to make the necessary disclosure to the owner of the Project site.

SECTION 4: SCHEDULE

4.1 Schedule. Consultant shall complete its obligations within a reasonable time and shall make decisions and carry out its responsibilities in a manner consistent with the Standard of Care. Specific periods of time for rendering Services or specific dates by which Services are to be completed are provided in this Agreement. If Consultant is delayed in the performance of the Services by actions, inactions, or neglect of Client or others for whom Client is responsible, by changes ordered in the Services, or by other causes beyond the control of Consultant, including force majeure events, then the time for Consultant's performance of Services shall be extended and Consultant shall receive payment for all expenses attributable to the delay in accordance with Consultant's then current rates and fees.

4.2 Scheduling On-Site Observations or Services. To the extent Consultant's Services require observations, inspections, or testing be performed at the Project site, Client understands and agrees that Client, directly or indirectly through its authorized representative, has the sole right and responsibility to determine and communicate to Consultant the scheduling of observations, inspections, and testing performed by Consultant. Accordingly, Client also acknowledges that Consultant bears no responsibility for damages that may result because Consultant did not perform such observations, inspections, or testing that Client failed to request and schedule. Client understands that the scheduling of observations, inspections, or testing will dictate the time Consultant's field personnel spend on the job site and agrees to pay for all services provided by Consultant due to Client's scheduling demands in accordance with Consultant's then current rates and fees.

SECTION 5: COST AND PAYMENT OF SERVICES

5.1 Cost Estimates. Consultant's price or fees provided for in this Agreement are an estimate and are not a fixed amount unless otherwise expressly stated in this Agreement. Consultant's estimated fees are based upon Consultant's experience, knowledge, and professional judgment as well as information available to Consultant at the time of this Agreement. Actual costs may vary and are not guaranteed or warrantied.

5.2 Payment. Consultant will invoice Client on a monthly basis for Services performed. Client will pay for Services as stated in this Agreement together with costs for Additional Services or costs otherwise agreed to in writing within thirty (30) days of the invoice date. Unless otherwise stated in this Agreement or agreed to in writing, Consultant's costs for all services performed will be based upon Consultant's then current rates, fees, and charges. No retainage shall be withheld by Client. All unpaid invoices will incur an interest charge of 1.5% per month or the maximum allowed by law.

5.3 Other Payment Conditions. Consultant will require Client credit approval and Consultant may require payment of a retainer fee. Client agrees to pay all applicable taxes. Client's obligation to pay for Services under this Agreement is not contingent on Client's ability to obtain financing, governmental or regulatory agency approval, permits, final adjudication of any lawsuit, Client's successful completion of any project, receipt of payment from a third party, or any other event.

5.4 Third Party Payment. Provided Consultant has agreed in writing, Client may request Consultant to invoice and receive payment from a third party for Consultant's Services. Consultant, in its sole discretion, may also require the third party to provide written acceptance of all terms of this Agreement. Neither payment to Consultant by a third party nor a third party's written acceptance of all terms of this Agreement will alter Client's rights and responsibilities under this Agreement. Client expressly agrees that

the Agreement contains sufficient consideration notwithstanding Consultant being paid by a third party.

5.5 Non-Payment. If Client does not pay for Services in full as agreed, Consultant may retain work not yet delivered to Client and Client agrees to return all Project Data (as defined in this Agreement) that may be in Client's possession or under Client's control. If Client fails to pay Consultant in accordance with this Agreement, such nonpayment shall be considered a default and breach of this Agreement for which Consultant may terminate for cause consistent with the terms of this Agreement and without liability to Client or to others. Client will compensate Consultant for fees earned and expenses incurred up to the time of termination. Client agrees to be liable to Consultant for all costs and expenses Consultant incurs in the collection of amounts invoiced but not paid, including but not limited to attorney fees and costs.

SECTION 6: OWNERSHIP AND USE OF DATA

6.1 Ownership. All reports, notes, calculations, documents, and all other data prepared by Consultant in the performance of the Services ("Project Data") are instruments of Consultant's Services and are the property of Consultant. Consultant shall retain all common law, statutory and other reserved rights, including the copyright thereto, of Project Data.

6.2 Use of Project Data. The Project Data of this Agreement is for the exclusive purpose disclosed by Client and, unless agreed to in writing, for the exclusive use of Client. Client may not use Project Data for a purpose for which the Project Data was not prepared without the express written consent of Consultant. Consultant will not be responsible for any claims, damages, or costs arising from the unauthorized use of any Project Data provided by Consultant under this Agreement. Client agrees to hold harmless, defend and indemnify Consultant from any and all claims, damages, losses, and expenses, including attorney fees, arising out of such unauthorized use.

6.3 Samples, Field Data, and Contaminated Equipment. Samples and field data remaining after tests are conducted, as well as field and laboratory equipment that cannot be adequately cleansed of contaminants, are and continue to be the property of Client. Samples may be discarded or returned to Client, at Consultant's discretion, unless within fifteen (15) days of the report date Client gives Consultant written direction to store or transfer the samples and materials. Samples and materials will be stored at Client's expense.

6.4 Data Provided by Client. Electronic data, reports, photographs, samples, and other materials provided by Client or others may be discarded or returned to Client, at Consultant's discretion, unless within 15 days of the report date Client gives Consultant written direction to store or transfer the materials at Client's expense.

SECTION 7: INSURANCE

7.1 Insurance. Consultant shall keep and maintain the following insurance coverages:

a. Workers' Compensation: Statutory
b. Employer's Liability: $1,000,000 bodily injury, each accident | $1,000,000 bodily injury by disease, each employee | $1,000,000 bodily injury/disease, aggregate
c. General Liability: $1,000,000 per occurrence | $2,000,000 aggregate
d. Automobile Liability: $1,000,000 combined single limit (bodily injury and property damage)
e. Excess Umbrella Liability: $5,000,000 per occurrence | $5,000,000 aggregate
f. Professional Liability: $2,000,000 per claim | $2,000,000 aggregate

7.2 Waiver of Subrogation. Client and Consultant waive all claims and rights of subrogation for losses arising out of causes of loss covered by the respective insurance policies.

7.3 Certificate of Insurance. Consultant shall furnish Client with a certificate of insurance upon request.

SECTION 8: INDEMNIFICATION, CONSEQUENTIAL DAMAGES, LIABILITY LIMITS

8.1 Indemnification. Consultant's only indemnification obligation shall be to indemnify and hold harmless the Client, its officers, directors, and employees from and against those damages and costs incurred by Client or that Client is legally obligated to pay as a result of third party tort claims, including for the death or bodily injury to any person or for the destruction or damage to any property, but only to the extent proven to be directly caused by the negligent act, error, or omission of the Consultant or anyone for whom the Consultant is legally responsible. This indemnification provision is subject to the Limitation of Liability set forth in this Section 8.

8.2 Intellectual Property. Client agrees to indemnify Consultant against losses and costs arising out of claims of patent or copyright infringement as to any process or system that is specified or selected by Client or others on behalf of Client.

8.3 Mutual Waiver of Consequential Damages. NOTWITHSTANDING ANYTHING TO THE CONTRARY HEREUNDER, NEITHER CONSULTANT NOR CLIENT SHALL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, PUNITIVE, INDIRECT, INCIDENTAL OR SPECIAL DAMAGES, OR LOSS OF USE OR RENTAL, LOSS OF PROFIT, LOSS OF BUSINESS OPPORTUNITY, LOSS OF PROFIT OR REVENUE OR COST OF FINANCING, OR OTHER SUCH SIMILAR AND RELATED DAMAGE ASSERTED IN THIRD PARTY CLAIMS, OR CLAIMS BY EITHER PARTY AGAINST THE OTHER.

8.4 Limitation of Liability. TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY IN THE AGGREGATE OF CONSULTANT, CONSULTANT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS, TO CLIENT AND ANYONE CLAIMING BY, THROUGH OR UNDER CLIENT FOR ANY CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM OR IN ANY WAY RELATED CONSULTANT'S PERFORMANCE OF THE SERVICES OR THIS AGREEMENT, FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO NEGLIGENCE, PROFESSIONAL ERRORS AND OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, INDEMNIFICATION OBLIGATIONS OR BREACH OF WARRANTY, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY CONSULTANT OR $50,000, WHICHEVER IS GREATER.

SECTION 9: MISCELLANEOUS PROVISIONS

9.1 Services Prior to Agreement. Directing Consultant to commence Services prior to execution of this Agreement constitutes Client's acceptance of this unaltered Agreement in its entirety.

9.2 Confidentiality. To the extent Consultant receives Client information identified as confidential, Consultant will not disclose that information to third parties without Client consent. Additionally, any Project Data prepared in performance of the Services will remain confidential and Consultant will not release the reports to any third parties not involved in the Project. Neither of the aforesaid confidentiality obligations shall apply to any information in the public domain, information lawfully acquired from others on a nonconfidential basis, or information that Consultant is required by law to disclose.

9.3 Relationship of the Parties. Consultant will perform Services under this Agreement as an independent contractor, and its employees will at all times be under its sole discretion and control. No provision in this Agreement shall be deemed or construed to create a joint venture, partnership, agency or other such association between the Parties.

9.4 Resource Conservation and Recovery Act. To the extent applicable to the Services, neither this Agreement nor the providing of Services will operate to make Consultant an owner, operator, generator, transporter, treater, storer, or a disposal facility within the meaning of the Resource Conservation and Recovery Act, as amended, or within the meaning of any other law governing the handling, treatment, storage, or disposal of hazardous substances. Client agrees to hold Consultant harmless, defend, and indemnify Consultant from any claims, damages, penalties or losses resulting from the storage, removal, hauling or disposal of such substances.

9.5 Services in Connection with Legal Proceedings. Client agrees to compensate Consultant in accordance with its then current fees, rates, or charges if Consultant is asked or required to respond to legal process arising out of a proceeding related to the Project and as to which Consultant is not a party.

9.6 Assignment. This Agreement may not be assigned by Consultant or Client without the prior written consent of the other Party, which consent shall not be unreasonably withheld.

9.7 Third Party Beneficiaries. Nothing in this Agreement, express or implied, is intended, or will be construed, to confer upon or give any person or entity other than Consultant and Client, and their respective permitted successors and assigns, any rights, remedies, or obligations under or by reason of this Agreement.

9.8 Termination. This Agreement may be terminated by either Party for cause upon seven (7) days written notice to the other Party. Should the other Party fail to cure and perform in accordance with the terms of this Agreement within such seven-day period, the Agreement may terminate at the sole discretion of the Party that provided the written notice. The Client may terminate this Agreement for its convenience. If Client terminates for its convenience, then Consultant shall be compensated in accordance with the terms hereof for Services performed, reimbursable costs and expenses incurred prior to the termination, and reasonable costs incurred as a result of the termination.

9.9 Force Majeure. Neither Party shall be liable for damages or deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, including but not limited to acts of God, acts of civil or military authority, embargoes, pandemics, epidemics, war, riots, insurrections, fires, explosions, earthquakes, floods, adverse weather conditions, strikes or lock-outs, declared states of emergency, and changes in laws, statutes, regulations, or ordinances.

9.10 Disputes, Choice of Law, Venue. In the event of a dispute and prior to exercising rights at law or under this Agreement, Consultant and Client agree to negotiate all disputes in good faith for a period of 30 days from the date of notice of such dispute. This Agreement will be governed by the laws and regulations of the state in which the Project is located and all disputes and claims shall be heard in the state or federal courts for that state. Client and Consultant each waive trial by jury.

9.11 Individual Liability. No officer or employee of Consultant, acting within the scope of employment, shall have individual liability for any acts or omissions, and Client agrees not to make a claim against any individual officers or employees of Consultant.

9.12 Severability. Should a court of law determine that any clause or section of this Agreement is invalid, all other clauses or sections shall remain in effect.

9.13 Waiver. The failure of either Party hereto to exercise or enforce any right under this Agreement shall not constitute a release or waiver of the subsequent exercise or enforcement of such right.

9.14 Entire Agreement. The terms and conditions set forth herein constitute the entire understanding of the Parties relating to the provision of Services by Consultant to Client. This Agreement may be amended only by a written instrument signed by both Parties. In the event Client issues a purchase order or other documentation to authorize Consultant's Services, any conflicting or additional terms of such documentation are expressly excluded from this Agreement.

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Contract Award: Bio Business Center Property Management Services

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
City Administration

AGENDA SECTION:
Consent Agenda

PRESENTER:
Zack Wood

Action Requested:

Awarding a professional services contract for property management services to the Paramark Corporation for the Bio Business Center.

Report Narrative:

The City's agreement with Paramark Corporation for property management and lease brokerage services at the Minnesota BioBusiness Center expired on February 28, 2026. Following City Council approval of a Real Estate Advisory Agreement with Dialect on August 18, 2025, Dialect has been serving as the City's real estate advisor and master broker, providing strategic guidance across the City's real estate portfolio. As part of this engagement, Dialect has conducted a comprehensive review of the BioBusiness Center's leases and management structure and continues to advise the City on long-term planning for the facility.

With the property nearing full occupancy and Dialect providing ongoing advisory and brokerage support, the immediate need for separately contracted lease brokerage services has diminished. However, the City continues to require third-party property management services to support day-to-day building operations.

To ensure the City receives high-quality, cost-effective, and market-competitive services, Dialect was authorized to lead a Request for Proposals (RFP) process for property management services at the BioBusiness Center. The RFP was distributed to five property management firms, resulting in three proposals. City staff, in collaboration with Dialect, reviewed all submissions and conducted interviews with two firms.

Based on the proposals received and the interview process, City staff and Dialect recommend continuing property management services with Paramark Corporation. This recommendation is based on their competitive proposed management fee of 4 percent, demonstrated experience managing large commercial properties, and their strong historical performance managing the BioBusiness Center since its construction.

Priorities & Foundational Principles:

Fiscal Responsibility & Sustainability
Economic Resilience

Policy Considerations & DEI Impact:

This recommendation advances the City's Strategic Priorities of Economic Resilience and adheres to the Foundational Principle of Fiscal Responsibility and Sustainability by ensuring the BioBusiness Center's property management services are competitively sourced, market-aligned, and supportive of long-term economic and operational goals

Prior Legislative Actions & Community Engagement:

August 18, 2025 — Contract for Real Estate Advisory and Master Brokerage Services with Dialect - Approved
December 8, 2025: Request to seek proposals for Property Management Services - Approved

Fiscal & Resource Impact:

There is no fiscal impact to the City for this agreement, these cost for these management services are paid by the tenants as part of their lease agreements. The Property Management firm currently collects the lease payments from all tenants and 4% of those monthly leases would be allocated back to the Paramark Corporation for these Property Management services. Paramark provides financial updates to the City on a monthly basis for review and approval.

Alternative Action(s):

No alternative actions are recommended at this time

Prepared By:

Zachary Wood

Attachments:

Agreement - Paramark - BioBusiness Center

PROPERTY MANAGEMENT AGREEMENT

THIS AGREEMENT made and entered into this effective as of the last date set forth on the signature page attached hereto (the "Effective Date"), by and between the CITY OF ROCHESTER, Minnesota municipal corporation (hereinafter referred to as "Owner"), and PARAMARK CORP., a Minnesota corporation (hereinafter referred to as "Agent").

WHEREAS, Agent is in the business of property management and commercial leasing.

WHEREAS, Owner is the owner of commercial rental property referred to as "Property" located in Rochester, Minnesota, more particularly described on Exhibit A; and,

WHEREAS, it is the parties' intention hereto to define their principal-independent contractor relationship.

NOW, THEREFORE, in consideration of the covenants herein contained, Owner and Agent agree as follows:

1. Statement. Owner hereby contracts Agent to operate and manage the Property, upon the terms hereinafter set forth.

2. Term. This Agreement commences as of March 1, 2026, and continues in effect until February 28, 2027 (the "Term"); provided, however, the Term shall automatically renew for an additional 12 calendar months thereafter until either party provides notice of termination (a "Termination Notice") of this Agreement to the other party before 5:00 p.m. CT, on November 30 before the then-expiring Term, with such termination to be effective at the end of February following such Termination Notice (the "Termination Date"). For sake of clarity, the first deadline for issuing a Termination Notice is November 30, 2026, with the first possible effective Termination Date being February 28, 2027. Notwithstanding anything herein to the contrary, in the event of a sale of the Property and delivery of possession to a new owner not controlled by or under common control with Owner, Owner may terminate this Agreement upon thirty (30) days' written notice to Agent; provided, however, that Agent is reimbursed for any funds advanced by Agent in/to the Property. All fees, expenses and other amounts due Agent prior to the termination date shall be due in full in addition to the final payment due to Agent upon completion of the items set forth in Section 17 below.

3. Independent Contractor Relationship. The parties hereto intend that an independent contractor relationship will be created by this Agreement. Agent is not to be considered an employee of Owner for any purposes. Subject to Owner's review, the manner and means of performing the services are under the control of Agent. Agent agrees, however, to provide the services contemplated by this Agreement in a workman-like, safe, and diligent manner. All employees of Agent will be employed at the sole cost of Agent, without reimbursement by Owner. All matters pertaining to the employment, supervision, compensation, promotion, and discharge of such employees are the responsibility of Agent, who is, in all respects, the employer of such employees. To the extent Agent, its designee, or any subcontractor negotiates with any union lawfully entitled to represent any such employees, it shall do so in its own name, and shall execute

any collective bargaining agreements or labor contracts resulting therefrom in its own name, and not as an agent for Owner. Agent shall fully comply with all applicable laws and regulations related to workers' compensation, social security, ERISA, and other applicable pension matters, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related subjects. Agent represents that it is and will continue to be an equal opportunity employer. This Agreement is not one of agency, but one with Agent independently engaged in the business of performing management and operation of properties on its own behalf as an independent contractor. All employment arrangements are therefore solely its concern, and Owner shall have no liability with respect thereto. Owner's responsibility for reimbursement shall be limited to certain out of pocket costs and expenses incurred or accrued during the Term in accordance with this Agreement, and Owner shall not have any liability to any party for any unpaid, unfunded, or accrued liabilities under any pension, profit sharing or other plan covering the employees of Agent. Agent does hereby indemnify and hold Owner harmless from any claims, expenses, or other losses (including reasonable attorneys' fees and expenses) incurred by Owner and arising out of any suit, order, or other claim with regard to any unpaid, unfunded, or accrued pension, profit sharing or other such plan liabilities, other than amounts which Owner are obligated to, but do not, timely reimburse Agent for hereunder. The cost of Agent's fidelity bond or crime/fidelity insurance shall not be a reimbursable operating expense to Agent.

4. Owner's Approval. In the performance of the Services (as defined herein) contemplated herein, Agent has the authority to control and direct the performance of the Services, Owner being interested only in the results obtained. The Services must meet, however the approval of Owner and shall be subject to Owner's general right of inspection and supervision to secure the satisfactory completion thereof. Owner, or its designated representative, shall at all times have the right to observe and inspect the Services performed by Agent and to judge whether such Services are being performed by Agent in a workman-like manner, and Agent shall comply with any reasonable feedback from Owner as may be provided to Agent.

5. Agent Duties. Agent shall perform those services set forth on Exhibit C attached hereto (collectively, the "Services").

6. Property Financial Records. On a regular monthly basis, Agent will deposit in the property's operating account all checks and cash received pertaining to the Property, and on or before the twentieth day of the following month submit to Owner a monthly itemized statement of receipts and expenditures in such detail as reasonable requested by Owner. Agent shall maintain separate books and records in such detail as reasonable requested by Owner of all income and expenses of the Property. At any time, Owner may conduct an audit of Agent's books and records pertaining to the Property.

7. Agent Compensation. For Agent's services rendered to Owner commencing on March 1, 2025 and during the term of this Agreement, Agent shall receive monthly for operating and maintaining the Property, an amount equal to 4.00% of all revenues collected to include base rents, operating expenses, real estate taxes and any miscellaneous income. Agent shall not, except as otherwise provided for in the Approved Budget (including any variance thereunder permitted by Owner), be reimbursed for those items set forth on Exhibit D attached hereto.

8. Real Estate Taxes and Insurance. Owner hereby agrees to pay all real estate taxes and to insure the Property against hazard and pay all premiums therein.

9. Agent Insurance Requirements. Agent shall, at its sole cost and expense, carry the following insurance: (i) Comprehensive general liability insurance against any loss, liability or damage on, about or relating to the Property, or any portion thereof, with limits of not less than One Million/ Two Million dollars ($1,000,000/$2,000,000) single limit coverage on an occurrence basis, where any such insurance shall name Owner as an additional insured therein and shall be obtained and maintained from and with a reputable and financially sound insurance company authorized to issue such insurance in the state in which the Property is located and (ii) Agent shall require that all vendors, subcontractors, or other nonemployees of insured contractors (collectively "Vendors") hired by Agent or by Owner to work at the Property shall maintain insurance in accordance with the insurance requirements as is commercially prudent. Agent shall also maintain a fidelity bond or employee dishonesty insurance policy with respect to the Property, naming Owner as an additional insured thereunder, with a nationally recognized company that is qualified to do business in Minnesota and with a limit of not less than $500,000. Such bond or insurance shall contain endorsements that such insurance may not be cancelled or amended except upon thirty (30) days prior written notice to Agent and Owner (provided, only 10 days' notice shall be required for non-payment of premium), and the minimum limits of such bond or insurance shall in no way limit or diminish Agent's indemnity obligations under this Agreement. Upon the reasonable request of Owner, Agent shall provide satisfactory evidence of the existence of such bond or insurance relating to the Property.

10. Owner Insurance Requirements. Owner shall, at its sole cost and expense, carry Comprehensive general liability insurance against any loss, liability or damage on, about or relating to the Property, or any portion thereof, with limits of not less than One Million/ Two Million dollars ($1,000,000/$2,000,000) single limit coverage on an occurrence basis, where any such insurance shall name Agent as an additional insured therein and shall be obtained and maintained from and with a reputable and financially sound insurance company authorized to issue such insurance in the state in which the Property is located. Such insurance shall be primary and non-contributory to any insurance maintained by Agent and shall include a waiver of subrogation in favor of Agent.

11. Certificates of Insurance. Agent shall deliver to Owner and Owner shall deliver to Agent, certificates of insurance with respect to all of the policies of insurance procured, including existing, additional and renewal policies, and in the case of insurance nearing expiration, shall deliver duplicate copies of renewal insurance policies or certificates of insurance to Owner not less than thirty (30) days prior to the respective dates of expiration. Agent shall retain, where reasonably practicable, only those vendors who will procure the insurance required hereunder.

12. Waiver of Subrogation. Agent and Owner each waives, releases and discharges the other, but only to the extent of collectible insurance proceeds, from all claims or demands which each may have or acquire against the other, or against each other's subsidiaries, affiliates, directors, officers, agents, employees, independent contractors or partners, with respect to any claims for any losses, damages, liabilities or expenses (including attorneys' fees) incurred or sustained by either

of them on account of injury to persons or damage to property or business arising out of the ownership, management, operation and maintenance of the Property, regardless whether any such claim or demand may arise because of the fault or negligence of the other party or its subsidiaries, affiliates, officers, employees, directors, agents or independent contractors. Each policy of insurance maintained by Owner and Agent in accordance with this Agreement shall contain a specific waiver of subrogation reflecting the above.

13. Communications. Every notice and demand required or permitted to be given under this Agreement shall be in writing and deemed to have been duly given when mailed by certified or registered mail, or by email with or without return receipt requested, addressed in the case of notice or demand upon Owner to 201 4th Street SE, Rochester, MN 55904, ATTN Zach Wood or by email to zwood@rochestermn.gov and in the case of notice or demand upon Agent, to Paramark Corp., ATTN: Michael Busch to 7392 Airport View Dr SW Rochester Minnesota 55902 or by email to mbusch@paramark.us. Agent shall notify (which notice shall be accompanied by copies of supporting documentation) Owner promptly after, but in no event within five (5) days of, becoming aware or receiving notice, as the case may be, of: (A) any violation or alleged violation in any way related to the Property, and concerning any governmental law, rule, regulation, requirement, order, notice, determination or ordinance of any federal, state or municipal government, court, department, commission, board or office; (B) any material defect in the Property which is obvious to a lay person; (C) any matter pertaining to claims or potential claims under any insurance policy as in affect at the Property, including, without limitation, claims related to accidents, injuries or casualties occurring on or at the Property; (D) any significant (in terms of one serious charge or multiple less serious charges) criminal activity affecting the Property; (E) any notice of threatened or pending condemnation or litigation affecting the Property; (F) any notice of default or alleged default by Owner or Agent under a lease, a Service Contract (as defined herein), or any other agreement affecting the Property; (G) any anticipated operating deficit at the Property; and (H) any other matter for which notice is required under this Agreement or to comply with Laws.

14. Assignment. Neither this Agreement nor any interest herein, or any claim hereunder shall be assigned or transferred by Agent to any third party or parties. Any attempt at assignment by Agent of its rights or obligations under this Agreement shall be void. This Agreement is freely assignable by Owner upon written notice of such assignment to Agent.

15. Governing Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Minnesota, if any part or portion hereof shall be determined to be invalid, illegal or unenforceable in whole or in part, neither the validity of the remaining part of such terms, nor the validity of any term of this Agreement, shall be in any way affected thereby. The venue for action brought pursuant to the terms of this Agreement shall be in Olmsted County, Minnesota. The parties hereby waive any right they may have to transfer or change the venue of any litigation resulting hereunder.

16. Recovery of Attorneys' Fees and Expenses. If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, the successful or

prevailing party or parties shall be entitled to recover reasonable attorneys' fees and all other costs incurred in that action or proceeding, in addition to any other relief to which it may be entitled.

17. Successors and Assigns. This Agreement supersedes all previous agreements, proposals, and understandings, either oral or written, between the parties hereto in connection with the matters set forth herein and may not be modified except by instrument in writing signed by the parties. This Agreement shall be binding upon the parties hereto and their successors and assigns. This Agreement may be executed in multiple counterparts each of which shall be deemed an original agreement and all of which together shall constitute one agreement.

18. Property Closeout. In the event of termination or expiration of this Agreement whether in regard to a sale or otherwise, Agent shall: (A) collect and deliver to Owner, as received, but without taking further collection action, any monies due Owner under this Agreement but received after such termination; (B) deliver to Owner all materials and supplies, keys, contracts and documents, and such other accounting papers and records pertaining to this Agreement, in Agent's possession, as Owner shall request; (C) after final payment to Agent, assign any right Agent may have in and to any existing contracts relating to the operation and maintenance of the Property as Owner shall require; (D) deliver to Owner or Owner's duly appointed agent upon request by Owner, all books and records, Service Contracts, leases, receipts for deposits, unpaid bills, summary of all the leases in existence at the time of termination, building systems and equipment inventory, warranties, guaranties, instructions, operating manuals, and all other papers or documents which pertain to the Property; and (E) no later than fifteen (15) days after such termination, whether by Owner or Agent, Agent shall deliver a list to Owner of all persons or entities with whom Agent had conducted active discussions for possible leases of the Property within the preceding thirty (30) days. Agent's obligations under this Section, and the Owner's obligation of payment to Agent shall survive the expiration or termination of this Agreement and Owner shall have no obligation to make final payment after termination or expiration of this Agreement unless and until Agent shall have performed its obligations under this Section.

19. Retention of Books and Records. Agent will, on behalf of Owner, keep such accurate and complete files, books, and records pertaining to its performance under this Agreement and the management of the Property, and such other files, books, and records as Owner may reasonably request, for a period of not less than three (3) years after the date of termination or expiration of this Agreement for any reason other than a termination of this Agreement by Owner (upon such termination, Agent shall promptly turn over all such matters to Owner). Such books and records will include office records, bills, receipts, vouchers, bank statements, books and records relating to the operation of the Property maintained on a cash basis, monthly summaries of accounts receivable and accounts payable and the reports described in Exhibit E hereto as therein provided. All such files, books, records and checks will be kept in a secure location and separate from records relating to other purposes at Owner's cost and expense. During the Term and during the three (3) year period following the expiration or termination of the Term, Owner and its agents, representatives, employees, or auditors may, at Owner's cost and expense, at such reasonable times and business hours as Owner may determine, inspect, audit, and copy any of Agent's records, files, reports, and related materials pertaining to the Property or to Agent's performance under this Agreement. If an audit by Owner discloses any sum due Owner by Agent, Agent will promptly reimburse Owner for any amounts due.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the Effective Date.

AGENT:

PARAMARK CORP.,
a Minnesota corporation

By: Michael Busch
Michael Busch (Mar 5, 2026 14:36:06 MST)
Name: Michael Busch
Title: CEO

Date: 05/03/26

OWNER:

CITY OF ROCHESTER,
a Minnesota municipal corporation

By: _____
Name: Kim Norton
Title: Mayor

Date: _____

Attest: _____
Name: Ann Kasel
Title: City Clerk

Date: _____

[*Signature Page to Agreement*]

EXHIBIT A

Minnesota Bio Business Building
255 1st Ave SW
Rochester, MN 55902

Legal Description

THE NORTH ONE-HALF OF LOT 2, LESS THE SOUTH 6 INCHES THEREOF, AND LOTS 3 AND 4, ALL OF BLOCK 18, ORIGINAL PLAT OF THE CITY OF ROCHESTER, OLMSTED COUNTY

EXHIBIT B

Reserved

EXHIBIT C

Services

(a) Agent shall enforce the rules and regulations established by Owner relating to the Property.

(b) Agent shall prepare and submit, within sixty (60) days after the Effective Date, and annually thereafter, by November 30 of each year (or such other date as Owner may set from time to time), capital and operating budgets for the next calendar year of operation of the Property. Agent agrees to use its best efforts to cooperate with Owner in order to have the annual capital and operating budgets approved in writing by Owner by December 15 of each year (any such budget, if and when approved by Owner, an "Approved Budget"). Owner's approval of the capital and operating budgets and each budget category and line item included therein shall be granted or withheld in Owner's sole discretion. Until such time as a proposed capital and operating budget has become an Approved Budget, the then-existing capital and operating budgets shall be deemed to be the Approved Budget for the next calendar year for all purposes under this Agreement.

(c) Agent shall collect all rents, monies and other securities and income from tenants in the Property and issue receipts to Owner. All income Agent collects from the Property shall be deposited into the Operating Account (as defined herein), which shall not have the power to borrow funds, but which may be drawn upon by Agent and Owner as provided herein. The "Operating Account" as the term is used herein shall be that certain checking account in Owner's name specially designated by Owner for the monies relating to the Property that, as of the Effective Date, has been used by Agent in the performance of the Services contemplated hereunder. Out of the Operating Account, Agent shall pay the operating expenses of the Property and any other payments relative to the Property as required by the terms of this Agreement. In managing the financial affairs of Owner relating to the Property, Agent shall at all times adhere to and act in accordance with United States generally accepted accounting procedures, including, without limitation, those relating to separation of duties.

(d) Agent shall make arrangements for the operation and maintenance of the Property as deemed reasonably necessary by Agent to keep the Property in a good state of repair and condition, including arrangements for repairs, alterations, improvements, utilities and other services and to enter into commercially reasonable vendor service contracts with reputable and properly insured and licensed vendors ("Service Contracts"), subject to the Approval Guidelines set forth in Exhibit C-1 attached hereto (the "Approval Guidelines"). Unless otherwise agreed by Owner, all such contracts shall include a provision allowing cancellation thereof by Owner (or by Agent at Owner's direction) without payment of a fee or penalty upon not more than 30 days written notice or upon sale of the Property. In addition to the Approval Guidelines, Agent shall obtain Owner's prior approval (as to both the identity of the vendor and the terms of the contract) for any contract which (a) has a term in excess of one year or contains a provision for automatic renewal, (b) requires payments in excess of $60,000 or (c) requires any payment not provided for in the then applicable Approved Budget, exclusive of emergency actions and repairs deemed

immediately necessary by Agent to protect Owner's interest and/or the integrity of the Property or the safety of tenants or the public.

(e) Agent shall purchase supplies, equipment, contract for services and utilities for the operation and maintenance of the Property subject to the Approval Guidelines.

(f) To the extent set forth in the Approved Budget (and subject to the availability of funds therefor), and without further consent of Owner, Agent shall pay in a timely manner all non-disputed operating expenses of Owner in accordance with the terms of the Approved Budget. To the extent set forth in the Approved Budget (and subject to the availability of funds therefor) and without further consent of Owner, Agent will pay all utilities, and other expenses incurred in the ordinary course of managing the Property. Owner shall obtain and maintain insurance coverage on the Property in accordance with this Agreement and any loan documents secured by the Property. Agent shall pay all non-disputed taxes, assessments, charges and fees payable in connection with the ownership, use and occupancy of the Property from Property funds. None of the funds transferred to or otherwise held in the Operating Account shall be used for payment of any items of a capital nature (unless specifically provided for in the Approved Budget) without receiving Owner's prior written approval. Notwithstanding the approval of the Approved Budget by Owner, capital expenses shall be handled in accordance with customary procedures which shall include, without limitation, obtaining lien releases from providers of labor, services or material.

(g) Agent shall perform management and accounting duties as are customarily performed by Agent for similar properties located around the Property, including any reporting requirements to Owner required herein, including the reporting required in this subsection. Agent shall furnish reports of all transactions occurring during the preceding month no later than the 25th day after the end of each month. These reports will show all collections, delinquencies, uncollectible items, budget vacancies, cash flow, vacancies and other matters pertaining to the management, operation, and maintenance of the Property during the preceding month. As additional support to monthly and annual financial statements, Agent shall provide copies of the following: (i) a current Rent Roll; (ii) General Ledger listing; (iii) a variance report explaining any deviations or failures to meet the Approved Budget, from both a month-to-date and year-to-date perspective; (iv) a short property narrative detailing any known leasing activity, resident activities, personnel changes, expected capital improvements, unit delivery status and market survey data; (v) a schedule detailing Agent's calculation of the monthly management fee provided for herein; and (vi) bank statements and reconciliations.

(h) As Owner may direct from time to time, Agent shall be responsible for coordinating and submitting payment for all real estate taxes and assessments, insurance premiums, and other costs, fees and invoices associated with the Property. Agent shall promptly keep Owner apprised of any bills, invoices or notices received that are related to such amounts due and shall take all reasonable steps to avoid late or missed payment of any such amounts. Provided, however, Agent shall not be required to finance the payment of such amounts except as may otherwise be provided in this Agreement.

(i) Agent shall cooperate with and assist Owner in all attempts by Owner from time to time to value and appraise the Property and to sell or mortgage all or any part of the Property. Such cooperation shall not give rise to any claim by Agent for a commission or any additional compensation beyond the compensation under this Agreement for such services unless agreed upon by Owner pursuant to a separate written agreement. Such cooperation shall include, without limitation, but only if requested by Owner: providing Owner's outside and internal appraisers and valuation personnel with financial and other information with regard to the Property and the market for properties such as the Property, provided such information is within Agent's possession or control and is not subject to confidentiality obligations, answering prospective purchasers' questions about the Property or the leases known by Agent, coordinating and being present at inspections by prospective purchases or lenders or their agents or contractors and notifying tenants and other third-parties about the sale of the Property. When requested by Owner, Agent shall (i) prepare a list of all personal property owned or leased by Owner and used at or in the operation of the Property; (ii) prepare a schedule of all leases and trade and service contracts affecting the Property accompanied by copies of the same; (iii) promptly obtain from tenants any such other certificates or agreements as Owner or any prospective purchaser or mortgagee may reasonably require, in each case on a form reasonably satisfactory to Owner or any such purchaser or mortgagee; and (iv) assist Owner in the closing of any such sale or financing by, among other things, providing the information to Owner necessary to prepare the closing statement for such closing. In the event that Agent is required to incur any non-de minimis out-of-pocket expenses or other monetary obligation as a result of complying with this section, it shall first notify Owner in writing who shall direct Agent to either forego the requirement giving rise thereto or pay or make arrangements to pay such expense or other obligation on behalf of Agent.

(j) Agent shall cooperate at all times with professionals, consultants and other agents hired by Owner from time to time to perform services in respect of the Property, including, without limitation, attorneys, appraisers, tax appeal consultants, engineers and environmental consultants.

(k) Agent acknowledges and agrees that, in the course of its engagement by Owner, Agent, its agents and employees may create, receive or have access to information that: (i) identifies or can be used to identify an individual (including, without limitation, names, signatures, addresses, telephone numbers, email addresses and other unique identifiers); or (ii) can be used to authenticate an individual (including, without limitation, Social Security numbers, government-issued identification numbers, passwords or PINs, user identification, student identification, biometric, health, genetic, medical, or medical insurance data, answers to security questions and other personal identifiers) (collectively, "Protected Data"). In connection with the performance of its duties under this Agreement, Agent shall and shall cause its agents and employees to, comply with all applicable laws in connection with the creation, collection, receipt, access, use, storage, disposal and disclosure of Protected Data, including, without limitation, the Federal Trade Commission Act, the Fair Credit Reporting Act, the Fair and Accurate Credit Transactions Act, the Computer Fraud and Abuse Act and rules or other guidance as may be promulgated in accordance with the same.

(l) Agent shall provide 24-hour on-call service by qualified facility technicians.

(m) Agent shall provide at a rate of $4,000 per month, as a passthrough to tenants and not as a fee or expense to Owner, the following facility services for and on behalf of the Owner (Monday through Friday, 7:00 a.m. – 4:00 p.m. Central Standard/Daylight Time): Agent shall provide general building repairs and HVAC maintenance (common areas only; not tenant occupied spaces unless required by the lease agreement(s)), subject to the Approval Guidelines and the following competitive bid process. The competitive bidding process shall be required for any repair, maintenance, replacement, substitution, improvement or addition to the Property which will cost in excess of Fifteen Thousand Dollars ($15,000) in the aggregate (each, a "Job") whether or not such expenditure was specifically provided for in the Approved Budget, except Jobs performed in response to an emergency. In such instances Agent shall obtain a minimum of two (2) written bids for each Job which is reasonably expected to cost more than Fifteen Thousand Dollars ($15,000) but less than Twenty-Five Thousand Dollars ($25,000), in the aggregate, and a minimum of three (3) written bids shall be obtained for each Job which is reasonably expected to cost more than Twenty-Five Thousand Dollars ($25,000) in the aggregate; and Agent shall provide preventative maintenance services, subject to the Approval Guidelines.

(n) Agent shall provide as needed, emergency services that are required or irreparable harm will occur at $107.50 per hour (After Hours/Emergency Services during all other requested hours, as well as on select observed holidays (New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day)), which expense will be a passthrough to tenants and not as a fee or expense to Owner.

(o) To respond to all incidents within or about the Property in which there is either property damage and/or personal bodily injury and, if requested by Owner to initiate settlement, compromise, or adjustment of all claims against the insurers arising out of any such incidents provided that no such settlement, compromises or adjustments shall be made without the prior written consent of the Owner.

(p) To conduct frequent property inspections.

(q) To provide financial forecasting, operating budget proforma's and sensitivity analysis projections for property valuation to Owner on an "as needed" basis.

(r) To complete an Annual Rent Audit by April 30st each year. This document should show contracted rents under each lease compared to amounts collected and verify the correct escalations have been applied.

(s) To review all current and future leases and ensure said leases are utilizing accurate rentable square footage numbers provided by the building's architect and in accordance with BOMA standards.

(t) To review tax assessments and bills for accuracy and fairness in order to minimize the expense.

(u) To administer operating cost and tax escalation provisions of each lease and collect from tenants any payments due Owner thereunder; and

(v) To serve vacate notices upon tenants and to prosecute in the name of Owner, and at Owner's expense. To commence legal proceedings to evict tenants and recover rents, employing for those purposes a reputable attorney or credit agency as directed by Owner;

(w) To provide Owner with the security deposits and a schedule reflecting the calculation of the security deposits to be returned to the tenants upon tenants' departure from the Property as calculated pursuant to tenants' lease.

EXHIBIT C-1

Approval Guidelines

Notwithstanding anything in this Agreement to the contrary, but without limitation on other restrictions on Agent contained in the Agreement, the following actions by Agent shall require the prior written approval of Owner:

1. Execution of any service contract or equipment lease for the management, operation, maintenance, repair or upkeep of the Property that varies from the Approved Budget.

2. Any improvement, rehabilitation, alteration, or repair of the Property (other than in the case of an emergency, where such action is required prior to obtaining consent, and the aggregate cost of such action is less than $15,000) that vary materially from the ranges and guidelines in the Approved Budget (for purposes of this Exhibit, such a material variance shall be an amount that is not within the ranges established in the Approved Budget or is in excess of the amount set forth in the Approved Budget for such expenditure or line item by more than $2,000 (in addition to individual expenditures and obligations, such test shall be applied to aggregate expenditures and obligations made on a monthly basis as well)).

3. Any expenditure which would result in an Approved Budget category being exceeded by more than $2,000.

4. The making of any recurring operating expenditure or incurring of any recurring operating obligation by or on behalf of Owner that varies materially from the Approved Budget or entering into (or amending or modifying) of any agreement which was not specifically included or provided in the Approved Budget (for purposes of this Exhibit, such a material variance shall be (i) expenditures or obligations involving an amount that is in excess of the amount set forth on a monthly basis or on an annual basis in the Approved Budget for such expenditure on a line item basis by more than $2,000 for such period, (ii) expenditures or obligations involving the incurrence of an expenditure or obligation for any transaction or any series of related transactions when taken with all prior expenditures or obligations during the particular quarter or fiscal year related thereto exceeds the maximum expenditure amount provided in the Approved Budget for such particular transaction or series of transactions for such period by $2,000, or (iii) in the case of any material service, maintenance or similar agreement proposed to be entered into, such agreement is not terminable (without penalty) by Owner on thirty (30) calendar days or less written notice to the other party; provided, however, that expenditures made or obligations incurred or agreements entered into pursuant to, or which are specifically included in or provided under, the Approved Budget or otherwise previously approved by Owner shall not be major variances to the extent they do not vary (other than immaterial variances) from the Approved Budget).

EXHIBIT D

Reimbursement Exclusions

(i) Compensation or employee costs for any personnel or employees of, or retained by, Agent;

(ii) Expenses for general accounting and reporting services;

(iii) Expenses for forms, papers, ledgers, and other supplies and equipment used by Agent and not specifically allocated to the Property;

(iv) All expenses of electronic data processing, computer services, or equipment necessary to discharge Agent's duties and responsibilities hereunder, including, without limitation the cost of Persons which provide such services to Agent (other than such services and equipment located on and dedicated exclusively to the Properties);

(v) Expenses or advances made to employees (other than reimbursements for the reasonable cost of travel and other incidental expenses by Agent's employees or principals directly related to delivery of services pursuant to this Agreement, which reimbursements shall not exceed $5,000 per annum without Owner's prior approval and shall be supported by itemized receipts); provided, however, that Owner shall not reimburse the cost of travel or other incidental expenses by any of Agent's employees or principals who are present at the Property for thirty (30) calendar days or more in any twelve month period);

(vi) Expenses attributable to losses or expenses arising from the gross negligence, willful misconduct or fraud on the part of Agent or an affiliate of Agent, or Agent's agents, or employees;

(vii) Cost of comprehensive crime/fidelity insurance or fidelity bond purchased by Agent;

(viii) Training expenses;

(ix) Compensation and expenses applicable to time spent on matters other than the Property; and/or

(x) Any overhead expense incurred in Agent's general office; provided, however, that notwithstanding anything to the contrary set forth in this Agreement, Agent shall be entitled to maintain at the Property a suitable office for such Property on a rent free basis. Owner shall pay all third-party expenses related to such office including, but not limited to, furnishings, equipment, postage and office supplies, electricity and other utilities and telephone, pursuant to the Approved Budget.

PROPERTY MANAGEMENT AGREEMENT - BIOBUSINESS CENTER

Final Audit Report 2026-03-05

Created:	2026-03-05
By:	Jesse Nelson (jnelson@dialectRE.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3AlSj3UVwvjiXMG2pCBvh0E0qCZ3VYfQ

"PROPERTY MANAGEMENT AGREEMENT - BIOBUSINESS CENTER" History

Document created by Jesse Nelson (jnelson@dialectRE.com)
2026-03-05 - 9:24:48 PM GMT

Document emailed to Michael Busch (mbusch@paramark.us) for signature
2026-03-05 - 9:24:53 PM GMT

Email viewed by Michael Busch (mbusch@paramark.us)
2026-03-05 - 9:31:09 PM GMT

Document e-signed by Michael Busch (mbusch@paramark.us)
Signature Date: 2026-03-05 - 9:36:06 PM GMT - Time Source: server

Agreement completed.
2026-03-05 - 9:36:06 PM GMT

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Contract Award: Custodial Equipment for Maintenance Center - Project No. J3069

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
City Administration

AGENDA SECTION:
Consent Agenda

PRESENTER:
Zack Wood

Action Requested:

Awarding a contract in the amount of $86,649.38 to Tennant Company for purchase of custodial equipment to support operations at the Maintenance Center Facility.

Report Narrative:

The City of Rochester Parks & Forestry (P&F) team is currently working out of the Parks & Forestry Operations Center (PFOC). The Parks & Forestry team services 80 miles of trails owned by Olmsted County, maintains mutual aid agreements with nearby communities, partners with neighboring cities on regional recreation and parks, as well as regional approaches to hazardous materials management, while also delivering services to the three state-designated regional parks within City limits. The current PFOC facility is outdated and inadequate for providing efficient services for the City and the surrounding region. The current PFOC facility location does not have adequate space for both full-time and seasonal employees and has only one shared entrance/exit to the building for Parks & Forestry maintenance teammates and vehicles.

This project collocates staff and equipment from P&F with Public Works (PW) into two buildings. Collocating these two City departments will facilitate collaboration and integration over the long term. Moving the PFOC to the existing Public Works & Transit Operations Center (PWTOC) facility will provide operational efficiency with similar infrastructure in place for vehicle storage and maintenance (i.e. gas/diesel/EV charging infrastructure; maintenance apparatus) and improvements to the necessary space for such an operation. Exiting the existing facility provides opportunities for a redevelopment site at the riverfront and next to Mayo Field. The two City departments will utilize the existing PWTOC facility and share a new 79,367 SF fleet facility and a 13,470 SF staff office facility. After receiving the final bids in June and review of the budget, a revised GMP amendment may be submitted to the City Council to add an additional 13,000 square foot fleet bay. The new facility will have a 100-person institutional meeting room. This 100-person meeting room will function as the combined crew room for P&F and PW. The project budget is summarized below:

CMAR GMP for taxable material and labor	$18,338,368
Tax-exempt City/CMAR purchased material	$11,472,380
Land, Design, & Soft costs	$13,189,252
Total	$43,000,000

This request is to authorize a contract with the Tennant Company for tax-exempt purchase of a riding wet floor scrubber to clean and maintain the fleet vehicle areas within the Maintenance Center Facility. 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 $7,000 in savings with our owner-direct tax-exempt status.

Priorities & Foundational Principles:

Quality Services
Fiscal Responsibility and Sustainability

Policy Considerations & DEI Impact:

The Parks & Forestry Relocation Project will follow the City's targeted business utilization and workforce participation goals. The design of this facility aligns with the Minnesota Sustainable Buildings 2030 (SB2030) program requirements for energy efficiency and aligns with our Fiscal Responsibility and Sustainability foundational principles by providing a highly efficient renewable system to serve the Facility with flexibility into the future.

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 - Property Purchase for the Relocation of Parks & Forestry Operations to the Public Works and Transit Operations Center (PWTOC) Campus approved.
October 16, 2023: Council Meeting - Request for Proposal (RFP) and Request for Qualifications (RFQ) Approved.
January 8, 2024: Council Meeting - Authorizing a budget amendment for Parks Maintenance addition to Public Works Transit Operation Center (PWTOC). Approved
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April 22, 2024: Council Meeting - Contract Award for Design Services to CRW Architecture and Construction Manager at Risk Services to Benike Construction. Approved
May 6, 2024: Council Meeting - Refunding Resolution for the Parks Maintenance Facility Expansion Project. Approved.
May 6, 2024: Council Meeting - State Grant for the Relocation of Parks & Forestry Operations to the Public Works & Transit Operations Center (PWTOC) - Project No. 3069 Approved.
February 19, 2025: Council Meeting - Property Tax Abatements for Relocation of Parks & Forestry Operations to the Public Works & Transit Operations Center (PWTOC) Campus. Approved
March 3, 2025: Council Meeting - Contract Award for Commissioning Services for Parks and Forestry Relocation - Project No. J3069: Approved
April 7, 2025: Council Meeting - Adopted a resolution for sale of general obligation tax abatement bonds for Project No. J3069 Approved
April 21, 2025: Council Meeting - Contract Award for Long Lead Electrical Gear and Emergency Generator - Approved
April 21, 2025: Council Meeting - Adoption of Project Guaranteed Maximum Price (GMP) contract amendment - Approved
April 21, 2025: Council Meeting - Adoption of Construction Manager at Risk (CMAR) tax-exempt purchase budget - Approved
June 16, 2025: Council Meeting - Contract Award for Darcy Geothermal System equipment and Installation - Approved

Fiscal & Resource Impact:

The Relocation of the Parks & Forestry Operations to the Public Works & Transit Operations Center is approximately $43,000,000, including $5,955,000 for land, $7,234,252 for design and soft costs, and $29,810,747 for construction. The project is funded by 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. Inflation Reduction Act (IRA) tax credits will be submitted for this project but will not be used as a funding source (potentially $1.2 million). This contract is funded as part of the J3069 Parks and Forestry Relocation CIP project. The $86,649.38 for this request is accounted for within the $43,000,000 project budget as part of the owner purchased equipment.

Alternative Action(s):

No alternative actions recommended at this time.

Prepared By:

Zachary Wood

Attachments:

Contract - Tennant - Maintenance Center Facility

Quote/Order-Model M20_Built_to_Order

CITY OF ROCHESTER
4000 E RIVER RD NE
ROCHESTER, MN 55906-3414
Contact Name

Ethan Ashley
Tennant Sales and Service Company
10400 Clean Street
Eden Prairie, MN 55344
800-553-8033

Quote Date : 3/19/2026

US Date Rev - 3/17/2026

BUILT-IN "TENNANT VALUE" INCLUDES:

FloorSmart™ Cleaning Technology - 40" (1020 mm) Path
MaxPro2™ Hydraulic Technology
1-Step™ One Button Operation
Touch-N-Go™ Wheel Mounted Module
- Steering Wheel Mounted Horn
- Steering Wheel Mounted Water Shut Off

Recovery Tank Full/Solution Tank Empty Indicator
Yellow Maintenance Touch Points
Low Oil Pressure/High Coolant Temp Shutdown (G/LPG only)
Built-In Maintenance Diagnostics w/ Service Reminder
ErgoSpace™ Operator Compartment
- Tilt Steering Wheel w/ Horn
- Deluxe Suspension Seat
- Retractable Seat Belt
- Ergonomic Propel Pedal
- Cup Holder

Operator Video and Interactive DVD
Operator Manual and Parts Manual
Operator Checklist and Wall Chart
Underwriters Laboratory (UL®) Certification

Standard Hybrid Scrub/Sweep Brushes (Select type)
Hygenic® Solution and Recovery Tanks
- 56 gal (212 L) Solution Tank
- 72 gal (272 L) Recovery Tank
- 16 gal (60 L) Demisting Chamber

Dura-Track™ Parabolic Rear Squeegee
- SmartRelease™ Breakaway System
- Linatex Squeegees

Reverse and Double Scrubbing Capable
Variable Drain Valves™
No Tool Squeegee & Brush Change
High-Capacity, Duramer™ Multi-Level Dump Hopper
- 3.9 ft³ (110 L) or 390 lbs (177 kg) Usable Capacity
- 60-inch (152 cm) Variable Dump Height
- Thermo-Sentry™ Hopper Fire Sensor
- Multi-Level Locking Hopper Safety Arm

InstantAccess™ No Tool Panel Filter Change
Dual-seal, Self-locating Synthetic Panel Filter
- 78 ft² (7.3 m2) Pleated Media with 99 % Efficiency

Grip-N-Go™ Corner Rollers
Head, Tail and Back-up Lights

TENNANT COMPANY WARRANTY
36 MONTHS OR 2000 HOURS - PARTS
24 MONTHS - LABOR
6 MONTHS - TRAVEL
10 YEARS ON DURAMERTM TANKS
CUSTOM options may add 1 week or more to standard lead times.



Quote Request Information

	Fax (quote only)
	Mail (quote,lit, specs)
	Fax + Mail

Primary Use

	Inside
	Outside

Description	*Reference #*	*Price Each*	*Qty*	*Extended Price*
Base Configuration				
Cleaning Type				
M20 LPG Cylindrical (Includes LP Tank) Scrubber-Sweeper Scrubbing	M20-LP - 2000086	$84,396.00	1	$ 84,396.00
Trim Level				
Membrane Panel	MCP-M20	N/C	1	N/C
Squeegee Material (Note 5)				
Linatex		N/C	1	N/C
LP Tank (Note 6)				
LP tank, 33 lb (15 kg) w/ Outage & Filler valve	398313	N/C	1	N/C
UL Rating				
UL® Type G,LP or D		N/C	1	N/C
Cleaning Performance	**Reference Number**			
Side Brush: RH Scrubbing (Note 7)	9001959	$5,786.00	1	$ 5,786.00
Machine Protection & Safety				
Heavy Duty Squeegee Protection	9001337	$1,002.00	1	$ 1,002.00
Brushes and Pads				
Cylindrical Scrubbing Brushes (2 Required)				
Polypropylene Brush	1026223	N/C	2	N/C
Side Scrub/Sweep Brushes (Standard with Side Brush Assembly - Pick One)				
Polypropylene Brush	1220236	N/C	1	N/C
Support (Note 10)	**Reference Number**			
Standard Warranty		N/C	1	N/C
Operator Manual G/LP (English)	9016000	N/C	1	N/C
Packaging (Note 11)				
Pad Wrap		N/C	1	N/C
	Machine Subtotal	$ 91,184.00		

Discounts

MN State Contract	**Discount %**	6	1	$ (5,471.04)
	Discount Total	$ (5,471.04)		
Select Tennant Program				

Pricing Not Approved. Click to Approve.

GT

Quote/Order-Model M20_Built_to_Order

Prepaid and Add	**Freight**	$ 936.42	**1**	$ 936.42	FRT
	MACHINE TOTAL*			**$ 86,649.38**	

Is customer interested in financing? **Yes**

Leasing Calculation Option:	**Option 1**		**Option 2**	
	Monthly Payment	**Cost Per Day**	**Monthly Payment**	**Cost Per Day**
Purchase Option:	$1 Buyout Lease		Fair Market Value Scrubber Lease	
24 Months				
36 Months				
48 Months				
60 Months				

Benefits of Equipment Financing:

- Spreads out investment over time.
- Preserve capital.
- Low monthly payment.
- Keep current with latest technology.
- Service and parts bundling available.
- Pay for labor savings as you go.

TennantTrue

Term:	**36**
Monthly machine usage (hrs):	**< 30/mo. (Avg. 1hr./day)**

AB Brushes **No**

TennantTrue:	**Gold Contract**	**Silver Contract**
Per Visit		**$822**
Monthly	**$374**	**$173**
Annually		**$2,034**
Pre-Pay Full Term	**$12,925**	**$5,979**
Hourly Labor Rate		
Site Visit		

* Verify customer current pricing prior to quote.
**All rates and fees above reflect service for one (1) unit with the exception of Block of Time service.
*Block of Time is available in 1 Year Term only and is priced as such no matter the term selection on this template.

Quote Special Instructions:

Terms and Conditions

Ask your local sales rep for estimated lead times. Verify when placing order
All orders subject to acceptance by Tennant Sales and Service Company, Minneapolis, Minnesota
Prices subject to change without notice.
Terms: Net 30 days. Subject to any applicable taxes.
Freight: Machines and accessory orders delivered FOB shipping point Frt PPD & Add
Parts, supplies, detergents and floor treating material orders delivered FOB
shipping point Frt PPD
Tennant handles all loss and damage claims on behalf of customers.
All orders are subject to Tennant's General Terms and Conditions available at http://www.tennantco.com/terms.
Printed General Terms and Conditions are also available upon request.

Quote/Order-Model M20_Built_to_Order

Quote Date : 3/19/2026

Order Placement Information: **To place your order, fill in PO# and customer signatures, call or fax to the numbers listed below. Customer Purchase Order is required. If information is missing, orders will be entered and held until all information is received.**

Customer Number
1000133289

Who Owns the Machine? (Sold-To Info) (Please Verify)

Company	CITY OF ROCHESTER
Address	4000 E RIVER RD NE ROCHESTER, MN 55906-3414
Name	Contact Name
Phone	Contact Phone

Who Pays for Service on the Machine? (Service Bill-To Info) (Please Verify)

Company	CITY OF ROCHESTER
Address	4000 E RIVER RD NE ROCHESTER, MN 55906-3414
Name	Contact Name
Phone	Contact Phone

Where is the Machine Being Shipped? (Ship-To Info) (Please Verify)

Company	CITY OF ROCHESTER
Address	4000 E RIVER RD NE ROCHESTER, MN 55906-3414
Name	Contact Name
Phone	Contact Phone

Shipping / Carrier Instructions:

Order Special Instructions:

Customer Purchase Order No. (please attach copy)

Type of PO: ☐ **One time and** ☐ **Blanket**

Month of First Service Visit:

If the immediately following box is checked, the Agreement shall convert from a "Gold" service plan to a "Pay As You Go" service plan subject subject to the terms of Schedule D to the Tennant Service Plan (available at www.tennantco.com) pursuant to the following sentence ☐ : ☐

The Agreement will automatically renew as a "Pay As You Go" service plan for additional one-year terms at the end of the Term checked above and on each subsequent anniversary thereof unless either party gives the other party written notice of termination at least sixty (60) days prior to any such renewal date, in which case the Agreement will terminate on such renewal date.
At the end of the initial Term, "Silver" service plans will automatically renew for additional one year periods until terminated by either party at any time upon 60 days written notice, and "Block of Time" service plans do not automatically renew unless otherwise requested by the customer.

Tax Exempt Yes / No

If Yes, attach a copy of your exemption certificate.

Requested Delivery Date

Customer Name

Phone Number

Authorized Buyer (please print)

Date

Authorized Customer Signature

Ethan Ashley
Tennant Representative

***** By signing above, Customer agrees that notwithstanding any other document or instrument, including, without limitation, any purchase order or other document issued or submitted by Customer, Customer's order and purchase contemplated by this Quote/Order shall be solely governed by this Quote/Order, General Terms and Conditions (Product) (available at www.tennantco.com/en_us/general-policies/terms-of-sale.html) ("T&Cs") and (to the extent Customer orders services) the Tennant Service Plan (available at https://www.tennantco.com/en_us/general-policies/terms-of-service.html) and the "Gold", "Silver", "Block of Time", or "Pay as You Go" (as applicable) schedule thereto (availabe at https://www.tennantco.com/en_us/service/service-plans/gold-service.html) (https://www.tennantco.com/en_us/service/service-plans/silver-service.html) (https://www.tennantco.com/en_us/service/service-plans/block-of-time.html) (https://www.tennantco.com/en_us/service/service-plans/pay-as-you-go-service.html) (collectively, the "Service Terms"), in each case except only to the extent Tennant agrees otherwise in a writing signed by an authorized Tennant signatory that expressly references this Quote/Order, the T&Cs and/or the Service Terms (as applicable) and the specific terms thereof that are amended, superseded or supplemented.**

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Contract Award: Furniture for Maintenance Center
Project No. J3069

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
City Administration

AGENDA SECTION:
Consent Agenda

PRESENTER:
Zack Wood

Action Requested:

Awarding a contract in the amount of $510,481.72 to Beckley's for procurement and installation of furniture for the Maintenance Center - Construction Project No. J3069

Report Narrative:

The City of Rochester Parks & Forestry (P&F) team is currently working out of the Parks & Forestry Operations Center (PFOC). The Parks & Forestry team services 80 miles of trails owned by Olmsted County, maintains mutual aid agreements with nearby communities, partners with neighboring cities on regional recreation and parks, as well as regional approaches to hazardous materials management, while also delivering services to the three state-designated regional parks within City limits. The current PFOC facility is outdated and inadequate for providing efficient services for the City and the surrounding region.

The current PFOC facility location does not have adequate space for both full-time and seasonal employees and has only one shared entrance/exit to the building for Parks & Forestry maintenance teammates and vehicles. This project collocates staff and equipment from P&F with Public Works (PW) into two buildings. Collocating these two City departments will facilitate collaboration and integration over the long term. Moving the PFOC to the existing Public Works & Transit Operations Center (PWTOC) facility will provide operational efficiency with similar infrastructure in place for vehicle storage and maintenance (i.e. gas/diesel/EV charging infrastructure; maintenance apparatus) and improvements to the necessary space for such an operation. Exiting the existing facility provides opportunities for a redevelopment site at the riverfront and next to Mayo Field. The two City departments will utilize the existing PWTOC facility and share a new 79,367 SF fleet facility and a 13,470 SF staff office facility. After receiving the final bids in June and review of the budget, a revised GMP amendment may be submitted to the City Council to add an additional 13,000 square foot fleet bay. The new facility will have a 100-person institutional meeting room. This 100-person meeting room will function as the combined crew room for P&F and PW. The project budget is summarized below:

CMAR GMP for taxable material and labor	$18,338,368
Tax-exempt City/CMAR purchased material	$11,472,380
Land, Design, & Soft costs	$13,189,252
Total	$43,000,000

This request is to authorize a contract with Beckley's for tax-exempt purchase and installation of office

furniture for the Maintenance Center Facility as well as the areas being remodeled at the Transportation Center Facility. 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 $42,000 in savings with our owner-direct tax-exempt status as well as discounted volume pricing.

Priorities & Foundational Principles:

Quality Services
Fiscal Responsibility and Sustainability

Policy Considerations & DEI Impact:

The Parks & Forestry Relocation Project will follow the City's targeted business utilization and workforce participation goals. The design of this facility aligns with the Minnesota Sustainable Buildings 2030 (SB2030) program requirements for energy efficiency and aligns with our Fiscal Responsibility and Sustainability foundational principles by providing a highly efficient renewable system to serve the Facility with flexibility into the future.

Prior Legislative Actions & Community Engagement:

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June 16, 2025: Council Meeting - Contract Award for Darcy Geothermal System equipment and Installation - Approved

Fiscal & Resource Impact:

The Relocation of the Parks & Forestry Operations to the Public Works & Transit Operations Center is approximately $43,000,000, including $5,955,000 for land, $7,234,252 for design and soft costs, and $29,810,747 for construction. The project is funded by 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. Inflation Reduction Act (IRA) tax credits will be submitted for this project but will not be used as a funding source (potentially $1.2 million). This contract is funded as part of the J3069 Parks and Forestry Relocation CIP project. The $510,481.72 for this request is accounted for within the $43,000,000 project budget as part of the owner purchased equipment.

Alternative Action(s):

No alternative actions are recommended at this time.

Prepared By:

Zachary Wood

Attachments:

Exhibit - Beckley's PWTOC quote

Exhibit - Beckley's Parks and Forestry quote

Date Printed: 03/26/2026
Sales Name: Greg Schliesman
Project: PWTOC
Estimated Lead Time:

Beckley's Office Products
125 Woodlake Dr SE
Rochester, MN 55904

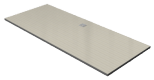
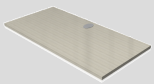
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City of Rochester
201 4th St SE
Rochester, MN 55904

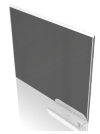
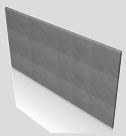
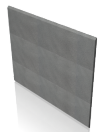
SHIP TO:
City of Rochester
201 4th St SE
Rochester, MN 55904

CONTACT INFO:
Zack Wood
zwood@rochestermn.gov

QUOTE

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
Parking Meter Repair A110					
1		4	**WG-A772** 23 1/2"Wx23 1/2"Dx56"H, Right Coat Door, Cupboard Wardrobe Tower- 2 Box, 1File Drawers Select Pull Options-Cupboard War S(N) Satin Nickel Pull Square Front Select Metal Finishes 166 AL-Platinum Metallic Select Key Finish Options ~ Standard UM Series Lock-Flat Key-Alike Request Option ~ No Selection of Option	$1,350.58	$5,402.32
2		5	**EL-3009** Work Surface Supporting, F/F, 27-3/4Hx21-7/8Dx15-1/4W Select Drawer Pull Options S(N) Satin Nickel Pull Square Front Pedestal Standard Locks-Option A UM UM Standard Series Lock - Flat Black Select Metal Finishes 166 AL-Platinum Metallic Select Additional Accessories A (2) 12"File Drawer Dividers	$317.24	$1,586.20

LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT SELL
3		5	**U-1503N** Pedestal with Cushion,B/F, Black Casters, 22-5/8Hx21-7/8Dx15-1/4W Select Drawer Pull Options — S(N) — Satin Nickel Pull Square Front Select Additional Accessories — A — (1)6"Dvdr(1)12"Dvdr(1)Pcl Tray Select Metal Finishes — 166 — AL-Platinum Metallic Select Fabric Finishes — 7J — Steel Select Key Finish Options — ~ — Standard UM Series Lock-Flat Key-Alike Request Option — ~ — No Selection of Option			$442.75	$2,213.75
4		5	**OV-436** Uph Seat & Mesh Back Height adj arm Black Nylon base Synchro tilt to Seat slider Fabric Grade Selections — 01 — Grade 1 Grade 1 Fabrics — DILLON-12 — Black BASE OPTION — BLK — Black Base (Standard) Hard Floor Caster Option — ~ — No Selection			$567.50	$2,837.50
5		5	**C-HGC0** PANEL GRIPPER FOR CARPETED FLOORS			$1.20	$6.00
6		4	**C-HKP2P-69** PANEL FRAME SCREW KIT, 69"H			$0.00	$0.00
7		5	**R-WS0G-7029** HGT ADJ TABLE SURFACE,70"Wx29"D,W/G HAT Worksurface Laminate — WDG — Woodgrain Woodgrain Finish — L143 — Acacia HAT Worksurface Vinyl Trim — V143 — Acacia HAT Grommet Type/Colour — SQG — Square Grommet Square Grommet Colour — G112 — Silver			$258.80	$1,294.00
8		5	**C-WS0G-4824** STRAIGHT WORK SURFACE,48 X 24,W/ GROMMET Grommet Type — SGS — Square Grommet Grommet Colour — SVR — Silver Worksurface 1" Laminate — L143/V143 — Acacia			$186.00	$930.00
9		5	**V-AFMA-02** DBL MONITOR ARMS CLM& GR STY Monitor Arm Colour — P112 — Silver			$284.40	$1,422.00

LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT SELL
10		5	**R-HATB-S-G3-B** HGT ADJ BASE, 40"-72", 24''D, G3, BIFMA 22.75"-48.75"H HAT Metal Paint Colour	P112	Silver	$668.40	$3,342.00
11		5	**C-PTWM-2430** MAGNETIC WHITEBOARD PANEL TILE, 24H X 30W Metal Tiles Paint Colour	P121	White	$161.20	$806.00
12		16	**C-PTGF-1648** FROSTED ACRYLIC TILE, 16H X 48W Metal Tiles Paint Colour	P121	White	$206.80	$3,308.80
13		10	**C-PTGF-1630** FROSTED ACRYLIC TILE, 16H X 30W Metal Tiles Paint Colour	P121	White	$155.60	$1,556.00
14		32	**C-PTA1-2448** ACOUSTICAL TACKABLE FABRIC TILE, 24H X 48W,GRADE 1 Grade 1 Panel Fabrics	F2201	Commerce - Steam	$88.00	$2,816.00
15		15	**C-PTA1-2430** ACOUSTICAL TACKABLE FABRIC TILE, 24H X 30W,GRADE 1 Grade 1 Panel Fabrics	F2201	Commerce - Steam	$68.00	$1,020.00
16		8	**C-PF00-6948** PANEL FRAME, 69H X 48W Panel Trim/Filler Style & Metal Pai Metal Paint Colour	THN P121	Thin White	$243.20	$1,945.60
17		5	**C-PF00-6930** PANEL FRAME, 69H X 30W Panel Trim/Filler Style & Metal Pai Metal Paint Colour	THN P121	Thin White	$202.00	$1,010.00

LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT SELL
18		4	**C-HWA1-69** WALL TO PANEL CONN, TYPE 1 2.25" - 3.25" ADJUSTABLE, 69H Panel Trim/Filler Style & Metal Pai Metal Paint Colour	THN P121	Thin White	$164.40	$657.60
19		1	**C-HFTR-69** FILLER, "T" CONDITION, 69"H Panel Trim/Filler Style & Metal Pai Metal Paint Colour	THN P121	Thin White	$96.80	$96.80
20		3	**C-HFNR-69** FILLER, 90 DEGREE, 69"H Panel Trim/Filler Style & Metal Pai Metal Paint Colour	THN P121	Thin White	$101.20	$303.60
21		5	**C-HET0-69** END TRIM, TOP CAP MATCHING, 69H Panel Trim/Filler Style & Metal Pai Metal Paint Colour	THN P121	Thin White	$58.00	$290.00
22		10	**GSK00036** Post Leg-Package of 1 Finish Selections by Manufacture (	166	AL-Platinum Metallic	$144.76	$1,447.60
					Parking Meter Repair A110 Subtotal		**$34,291.77**

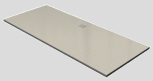
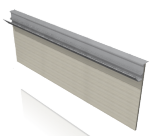
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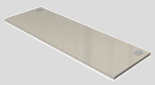
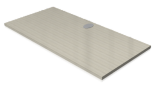
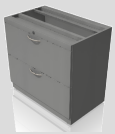
23		3	**U-1503N** Pedestal with Cushion,B/F, Black Casters, 22-5/8Hx21-7/8Dx15-1/4W Select Drawer Pull Options Select Additional Accessories Select Metal Finishes Select Fabric Finishes Select Key Finish Options Key-Alike Request Option	S(N) A 166 7J ~ ~	Satin Nickel Pull Square Front (1)6"Dvdr(1)12"Dvdr(1)Pcl Tray AL-Platinum Metallic Steel Standard UM Series Lock-Flat No Selection of Option	$442.75	$1,328.25
24		3	**WG-A772** 23 1/2"Wx23 1/2"Dx56"H, Right Coat Door, Cupboard Wardrobe Tower- 2 Box, 1File Drawers Select Pull Options-Cupboard War Select Metal Finishes Select Key Finish Options Key-Alike Request Option	S(N) 166 ~ ~	Satin Nickel Pull Square Front AL-Platinum Metallic Standard UM Series Lock-Flat No Selection of Option	$1,350.58	$4,051.74

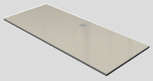
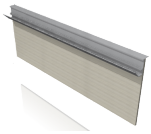
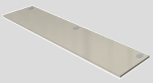
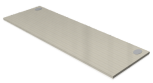
LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT SELL
25		3	**OV-436** Uph Seat & Mesh Back Height adj arm Black Nylon base Synchro tilt to Seat slider Fabric Grade Selections / 01 / Grade 1 Grade 1 Fabrics / DILLON-12 / Black BASE OPTION / BLK / Black Base (Standard) Hard Floor Caster Option / ~ / No Selection			$567.50	$1,702.50
26		3	**R-TS0G-6024-HA** HEIGHT ADJUSTABLE TABLE,60"Wx24"D,W/GROMMET,MELAMINE HAT Worksurface Laminate / WDG / Woodgrain Woodgrain Finish / L143 / Acacia HAT Worksurface Vinyl Trim / V143 / Acacia HAT Grommet Type/Colour / SQG / Square Grommet Square Grommet Colour / G112 / Silver HAT Metal Paint Colour / P112 / Silver			$883.60	$2,650.80
27		3	**V-AFMA-02** DBL MONITOR ARMS CLM& GR STY Monitor Arm Colour / P112 / Silver			$284.40	$853.20
					Sign Shop A102 Subtotal		**$10,586.49**

Transit Office A113

28		1	**WG-A772** 23 1/2"Wx23 1/2"Dx56"H, Right Coat Door, Cupboard Wardrobe Tower- 2 Box, 1File Drawers Select Pull Options-Cupboard War / S(N) / Satin Nickel Pull Square Front Select Metal Finishes / 166 / AL-Platinum Metallic Select Key Finish Options / ~ / Standard UM Series Lock-Flat Key-Alike Request Option / ~ / No Selection of Option			$1,350.58	$1,350.58
29		1	**GHL2214** H Leg-Package of 1 Finish Selections by Manufacture (/ 166 / AL-Platinum Metallic			$322.63	$322.63
30		1	**U-1503N** Pedestal with Cushion,B/F, Black Casters, 22-5/8Hx21-7/8Dx15-1/4W Select Drawer Pull Options / S(N) / Satin Nickel Pull Square Front Select Additional Accessories / A / (1)6"Dvdr(1)12"Dvdr(1)Pcl Tray Select Metal Finishes / 166 / AL-Platinum Metallic Select Fabric Finishes / 7J / Steel Select Key Finish Options / ~ / Standard UM Series Lock-Flat Key-Alike Request Option / ~ / No Selection of Option			$442.75	$442.75

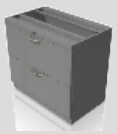
LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
31		1	**RG-C301NT** 30Wx18-1/4Dx27-3/4H Work Surface Supporting Lateral Select Metal Finishes 166 AL-Platinum Metallic Select 2-Drw Front Pull Options S(N) Satin Nickel Pull Square Front Select 30"W 2-Drw Upgrage Lock (UM UM Standard Series Lock - Flat Black	$554.02	$554.02
32		2	**GSK00036** Post Leg-Package of 1 Finish Selections by Manufacture (166 AL-Platinum Metallic	$144.76	$289.52
33		1	**OV-436** Uph Seat & Mesh Back Height adj arm Black Nylon base Synchro tilt to Seat slider Fabric Grade Selections 01 Grade 1 Grade 1 Fabrics DILLON-12 Black BASE OPTION BLK Black Base (Standard) Hard Floor Caster Option ~ No Selection	$567.50	$567.50
34		1	**WG-A772** 23 1/2"Wx23 1/2"Dx56"H, Right Coat Door, Cupboard Wardrobe Tower- 2 Box, 1File Drawers Select Pull Options-Cupboard War S(N) Satin Nickel Pull Square Front Select Metal Finishes 166 AL-Platinum Metallic Select Key Finish Options ~ Standard UM Series Lock-Flat Key-Alike Request Option ~ No Selection of Option	$1,350.58	$1,350.58
35		2	**L-PWW** WORKSURFACE TO WORKSURFACE FLUSH PLATE,3"DX5-1/2"W	$19.20	$38.40
36		1	**R-WS0G-7230** HGT ADJ TABLE SURFACE,72"Wx30"D,W/G HAT Worksurface Laminate WDG Woodgrain Woodgrain Finish L143 Acacia HAT Worksurface Vinyl Trim V143 Acacia HAT Grommet Type/Colour SQG Square Grommet Square Grommet Colour G112 Silver	$258.80	$258.80
37		1	**R-HMOD-7221** TROUGH & TROUGH MOUNTED LAMINATE MODESTY,58"Wx21"H,F/72"W SURFACE HAT Modesty Laminate WDG Woodgrain Woodgrain Finish L143 Acacia HAT Modesty Vinyl Trim V143 Acacia HAT Wire Trough Paint Colour P112 Silver	$285.20	$285.20

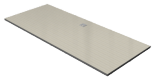
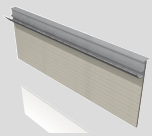
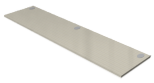
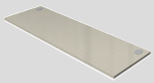
LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT SELL
38		1	**C-WS0G-7224** STRAIGHT WORK SURFACE,72 X 24,W/ GROMMET Grommet Type Grommet Colour Worksurface 1" Laminate	SGS SVR L143/V143	Square Grommet Silver Acacia	$274.00	$274.00
39		1	**C-WS0G-4824** STRAIGHT WORK SURFACE,48 X 24,W/ GROMMET Grommet Type Grommet Colour Worksurface 1" Laminate	SGS SVR L143/V143	Square Grommet Silver Acacia	$186.00	$186.00
40		1	**V-AFMA-02** DBL MONITOR ARMS CLM& GR STY Monitor Arm Colour	P112	Silver	$284.40	$284.40
41		1	**R-HATB-S-G3-B** HGT ADJ BASE, 40"-72", 24''D, G3, BIFMA 22.75"-48.75"H HAT Metal Paint Colour	P112	Silver	$668.40	$668.40
					Transit Office A113 Subtotal		**$6,872.78**
Transit Office A114							
42		1	**OV-436** Uph Seat & Mesh Back Height adj arm Black Nylon base Synchro tilt to Seat slider Fabric Grade Selections Grade 1 Fabrics BASE OPTION Hard Floor Caster Option	01 DILLON-12 BLK ~	Grade 1 Black Black Base (Standard) No Selection	$567.50	$567.50
43		5	**GSK00036** Post Leg-Package of 1 Finish Selections by Manufacture (	166	AL-Platinum Metallic	$144.76	$723.80
44		2	**RG-C301NT** 30Wx18-1/4Dx27-3/4H Work Surface Supporting Lateral Select Metal Finishes Select 2-Drw Front Pull Options Select 30"W 2-Drw Upgrage Lock (	166 S(N) UM	AL-Platinum Metallic Satin Nickel Pull Square Front UM Standard Series Lock - Flat Black	$554.02	$1,108.04

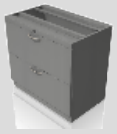
LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
45		2	**L-PWW** WORKSURFACE TO WORKSURFACE FLUSH PLATE,3"DX5-1/2"W	$19.20	$38.40
46		1	**R-WS0G-7230** HGT ADJ TABLE SURFACE,72"Wx30"D,W/G HAT Worksurface Laminate WDG Woodgrain Woodgrain Finish L143 Acacia HAT Worksurface Vinyl Trim V143 Acacia HAT Grommet Type/Colour SQG Square Grommet Square Grommet Colour G112 Silver	$258.80	$258.80
47		1	**R-HMOD-7221** TROUGH & TROUGH MOUNTED LAMINATE MODESTY,58"Wx21"H,F/72"W SURFACE HAT Modesty Laminate WDG Woodgrain Woodgrain Finish L143 Acacia HAT Modesty Vinyl Trim V143 Acacia HAT Wire Trough Paint Colour P112 Silver	$285.20	$285.20
48		1	**C-WS0G-9624** STRAIGHT WORK SURFACE,96 X 24,W/ GROMMET Grommet Type SGS Square Grommet Grommet Colour SVR Silver Worksurface 1" Laminate L143/V143 Acacia	$396.00	$396.00
49		1	**C-WS0G-7224** STRAIGHT WORK SURFACE,72 X 24,W/ GROMMET Grommet Type SGS Square Grommet Grommet Colour SVR Silver Worksurface 1" Laminate L143/V143 Acacia	$274.00	$274.00
50		1	**V-AFMA-02** DBL MONITOR ARMS CLM& GR STY Monitor Arm Colour P112 Silver	$284.40	$284.40
51		1	**R-HATB-S-G3-B** HGT ADJ BASE, 40"-72", 24''D, G3, BIFMA 22.75"-48.75"H HAT Metal Paint Colour P112 Silver	$668.40	$668.40

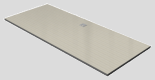
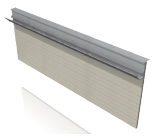
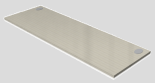
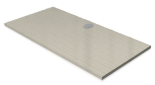
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52		1	**F-HRB-NN-72** REINFORCEMENT BAR,NO CONNECTOR,69"WIDE Metal Paint Color	P112	Silver	$63.20	$63.20
					Transit Office A114 Subtotal		**$4,667.74**

Transit Office A118

53		1	**OV-436** Uph Seat & Mesh Back Height adj arm Black Nylon base Synchro tilt to Seat slider Fabric Grade Selections Grade 1 Fabrics BASE OPTION Hard Floor Caster Option	01 DILLON-12 BLK ~	Grade 1 Black Black Base (Standard) No Selection	$567.50	$567.50
54		5	**GSK00036** Post Leg-Package of 1 Finish Selections by Manufacture (	166	AL-Platinum Metallic	$144.76	$723.80
55		1	**U-1503N** Pedestal with Cushion,B/F, Black Casters, 22-5/8Hx21-7/8Dx15-1/4W Select Drawer Pull Options Select Additional Accessories Select Metal Finishes Select Fabric Finishes Select Key Finish Options Key-Alike Request Option	S(N) A 166 7J ~ ~	Satin Nickel Pull Square Front (1)6"Dvdr(1)12"Dvdr(1)Pcl Tray AL-Platinum Metallic Steel Standard UM Series Lock-Flat No Selection of Option	$442.75	$442.75
56		2	**RG-C301NT** 30Wx18-1/4Dx27-3/4H Work Surface Supporting Lateral Select Metal Finishes Select 2-Drw Front Pull Options Select 30"W 2-Drw Upgrage Lock (	166 S(N) UM	AL-Platinum Metallic Satin Nickel Pull Square Front UM Standard Series Lock - Flat Black	$554.02	$1,108.04
57		1	**WG-A772** 23 1/2"Wx23 1/2"Dx56"H, Right Coat Door, Cupboard Wardrobe Tower- 2 Box, 1File Drawers Select Pull Options-Cupboard War Select Metal Finishes Select Key Finish Options Key-Alike Request Option	S(N) 166 ~ ~	Satin Nickel Pull Square Front AL-Platinum Metallic Standard UM Series Lock-Flat No Selection of Option	$1,350.58	$1,350.58

LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT SELL
58		2	**L-PWW** WORKSURFACE TO WORKSURFACE FLUSH PLATE,3"DX5-1/2"W			$19.20	$38.40
59		1	**R-WS0G-7230** HGT ADJ TABLE SURFACE,72"Wx30"D,W/G			$258.80	$258.80
			HAT Worksurface Laminate	WDG	Woodgrain		
			Woodgrain Finish	L143	Acacia		
			HAT Worksurface Vinyl Trim	V143	Acacia		
			HAT Grommet Type/Colour	SQG	Square Grommet		
			Square Grommet Colour	G112	Silver		
60		1	**R-HMOD-7221** TROUGH & TROUGH MOUNTED LAMINATE MODESTY,58"Wx21"H,F/72"W SURFACE			$285.20	$285.20
			HAT Modesty Laminate	WDG	Woodgrain		
			Woodgrain Finish	L143	Acacia		
			HAT Modesty Vinyl Trim	V143	Acacia		
			HAT Wire Trough Paint Colour	P112	Silver		
61		1	**C-WS0G-9624** STRAIGHT WORK SURFACE,96 X 24,W/ GROMMET			$396.00	$396.00
			Grommet Type	SGS	Square Grommet		
			Grommet Colour	SVR	Silver		
			Worksurface 1" Laminate	L143/V143	Acacia		
62		1	**C-WS0G-7224** STRAIGHT WORK SURFACE,72 X 24,W/ GROMMET			$274.00	$274.00
			Grommet Type	SGS	Square Grommet		
			Grommet Colour	SVR	Silver		
			Worksurface 1" Laminate	L143/V143	Acacia		
63		1	**R-HATB-S-G3-B** HGT ADJ BASE, 40"-72", 24''D, G3, BIFMA 22.75"-48.75"H			$668.40	$668.40
			HAT Metal Paint Colour	P112	Silver		
64		1	**F-HRB-NN-72** REINFORCEMENT BAR,NO CONNECTOR,69"WIDE			$63.20	$63.20
			Metal Paint Color	P112	Silver		

LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT SELL
65		1	**V-AFMA-02** DBL MONITOR ARMS CLM& GR STY Monitor Arm Colour	P112	Silver	$284.40	$284.40
					Transit Office A118 Subtotal		**$6,461.07**
Transit Office A119							
66		1	**GHL2214** H Leg-Package of 1 Finish Selections by Manufacture (	166	AL-Platinum Metallic	$322.63	$322.63
67		1	**U-1503N** Pedestal with Cushion,B/F, Black Casters, 22-5/8Hx21-7/8Dx15-1/4W Select Drawer Pull Options Select Additional Accessories Select Metal Finishes Select Fabric Finishes Select Key Finish Options Key-Alike Request Option	S(N) A 166 7J ~ ~	Satin Nickel Pull Square Front (1)6"Dvdr(1)12"Dvdr(1)Pcl Tray AL-Platinum Metallic Steel Standard UM Series Lock-Flat No Selection of Option	$442.75	$442.75
68		1	**RG-C301NT** 30Wx18-1/4Dx27-3/4H Work Surface Supporting Lateral Select Metal Finishes Select 2-Drw Front Pull Options Select 30"W 2-Drw Upgrage Lock (	166 S(N) UM	AL-Platinum Metallic Satin Nickel Pull Square Front UM Standard Series Lock - Flat Black	$554.02	$554.02
69		2	**GSK00036** Post Leg-Package of 1 Finish Selections by Manufacture (	166	AL-Platinum Metallic	$144.76	$289.52
70		1	**OV-436** Uph Seat & Mesh Back Height adj arm Black Nylon base Synchro tilt to Seat slider Fabric Grade Selections Grade 1 Fabrics BASE OPTION Hard Floor Caster Option	01 DILLON-12 BLK ~	Grade 1 Black Black Base (Standard) No Selection	$567.50	$567.50
71		2	**L-PWW** WORKSURFACE TO WORKSURFACE FLUSH PLATE,3"DX5-1/2"W			$19.20	$38.40

LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT SELL
72		1	**R-WS0G-7230** HGT ADJ TABLE SURFACE,72"Wx30"D,W/G			$258.80	$258.80
			HAT Worksurface Laminate	WDG	Woodgrain		
			Woodgrain Finish	L143	Acacia		
			HAT Worksurface Vinyl Trim	V143	Acacia		
			HAT Grommet Type/Colour	SQG	Square Grommet		
			Square Grommet Colour	G112	Silver		
73		1	**R-HMOD-7221** TROUGH & TROUGH MOUNTED LAMINATE MODESTY,58"Wx21"H,F/72"W SURFACE			$285.20	$285.20
			HAT Modesty Laminate	WDG	Woodgrain		
			Woodgrain Finish	L143	Acacia		
			HAT Modesty Vinyl Trim	V143	Acacia		
			HAT Wire Trough Paint Colour	P112	Silver		
74		1	**C-WS0G-7224** STRAIGHT WORK SURFACE,72 X 24,W/ GROMMET			$274.00	$274.00
			Grommet Type	SGS	Square Grommet		
			Grommet Colour	SVR	Silver		
			Worksurface 1" Laminate	L143/V143	Acacia		
75		1	**C-WS0G-4824** STRAIGHT WORK SURFACE,48 X 24,W/ GROMMET			$186.00	$186.00
			Grommet Type	SGS	Square Grommet		
			Grommet Colour	SVR	Silver		
			Worksurface 1" Laminate	L143/V143	Acacia		
76		1	**R-HATB-S-G3-B** HGT ADJ BASE, 40"-72", 24''D, G3, BIFMA 22.75"-48.75"H			$668.40	$668.40
			HAT Metal Paint Colour	P112	Silver		
77		1	**F-HRB-NN-72** REINFORCEMENT BAR,NO CONNECTOR,69"WIDE			$63.20	$63.20
			Metal Paint Color	P112	Silver		
78		1	**V-AFMA-02** DBL MONITOR ARMS CLM& GR STY			$284.40	$284.40
			Monitor Arm Colour	P112	Silver		
						Transit Office A119 Subtotal	**$4,234.82**

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
Z- INSTALL AND SURCHARGES					
79		22	**INSTALL** INSTALL TAYCO	$95.00	$2,090.00
80		4	**INSTALL** INSTALL OCI	$45.00	$180.00
			Z- INSTALL AND SURCHARGES Subtotal		**$2,270.00**

Subtotal $69,384.67

GRAND TOTAL $69,384.67

Date Printed: 03/27/2026
Sales Name: Greg Schliesman
Project: Forestry
Estimated Lead Time:

Beckley's Office Products
125 Woodlake Dr SE
Rochester, MN 55904

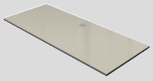
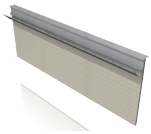
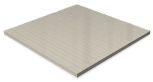
SOLD TO:
City of Rochester
201 4th St SE
Rochester, MN 55904

SHIP TO:
City of Rochester
201 4th St SE
Rochester, MN 55904

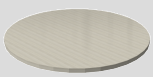
CONTACT INFO:
Zack Wood
zwood@rochestermn.gov

QUOTE

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
Admin A106					
1		2	**U-1503N** Pedestal with Cushion,B/F, Black Casters, 22-5/8Hx21-7/8Dx15-1/4W Select Drawer Pull Options: S(N) Satin Nickel Pull Square Front Select Additional Accessories: A (1)6"Dvdr(1)12"Dvdr(1)Pcl Tray Select Metal Finishes: 166 AL-Platinum Metallic Select Fabric Finishes: 7J Steel Select Key Finish Options: LL LL Series Chrome-Nickel Scalloped = Z Key-Alike Request Option: ~ No Selection of Option	$442.75	$885.50
2		2	**OV-436** Uph Seat & Mesh Back Height adj arm Black Nylon base Synchro tilt to Seat slider Fabric Grade Selections: 01 Grade 1 Grade 1 Fabrics: DILLON-12 Black BASE OPTION: BLK Black Base (Standard) Hard Floor Caster Option: ~ No Selection	$567.50	$1,135.00

LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT SELL
3		2	**V-AFMA-02** DBL MONITOR ARMS CLM& GR STY Monitor Arm Colour	P112	Silver	$284.40	$568.80
4		2	**R-WS0G-7230** HGT ADJ TABLE SURFACE,72"Wx30"D,W/G HAT Worksurface Laminate Woodgrain Finish HAT Worksurface Vinyl Trim HAT Grommet Type/Colour Square Grommet Colour	WDG L143 V143 SQG G112	Woodgrain Acacia Acacia Square Grommet Silver	$258.80	$517.60
5		1	**R-HMOD-7221** TROUGH & TROUGH MOUNTED LAMINATE MODESTY,58"Wx21"H,F/72"W SURFACE HAT Modesty Laminate Woodgrain Finish HAT Modesty Vinyl Trim HAT Wire Trough Paint Colour	WDG L143 V143 P112	Woodgrain Acacia Acacia Silver	$285.20	$285.20
6		2	**R-HA3B-S-G3-B** HGT ADJ BASE, 46"-72"L1x46"-60"L2, 24''D, G3, BIFMA 22.75"-48.75"H HAT Metal Paint Colour	P112	Silver	$1,348.40	$2,696.80
7		2	**C-WS00-3030** STRAIGHT WORK SURFACE, 30 X 30 Worksurface 1" Laminate	L143/V143	Acacia	$158.80	$317.60
					Admin A106 Subtotal		**$6,406.50**

Break Room A102

LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT SELL
8		4	**R-TO0N-36** ROUND TABLE TOP,36"DIAMETER X 1"THICK Hanna Worksurface Laminate	L143/V143	Acacia	$286.80	$1,147.20
9		4	**R-HSB-X-3028** SLIM ''X'' BASE,30'' SPREAD X 28''H Metal Colour	P112	Silver	$537.20	$2,148.80

LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT SELL
10		16	**1060-FRM-SLDC-AP** Kelley - Stacking Chair, Armless, All Plastic			$116.38	$1,862.08
			2020 PLASTIC SHELL COLOR SELEC	P01	P01 Black Swan		
			GLIDES SELECTION	~	None Selected		
			GANGING BRACKETS	~	No Ganging Clips		
11		3	**1060-FST-ST24-SLDC-AP** Kelley - 24" Stool, Armless, All Plastic			$176.18	$528.54
			2020 PLASTIC SHELL COLOR SELEC	P01	P01 Black Swan		
			GLIDES SELECTION	~	None Selected		
			GANGING BRACKETS	~	No Ganging Clips		
					Break Room A102 Subtotal		**$5,686.62**
Computer A103							
12		4	**OV-436** Uph Seat & Mesh Back Height adj arm Black Nylon base Synchro tilt to Seat slider			$697.50	$2,790.00
			Fabric Grade Selections	01	Grade 1		
			Grade 1 Fabrics	DILLON-12	Black		
			BASE OPTION	BLK	Black Base (Standard)		
			Hard Floor Caster Option	~	No Selection		
			STOOL KIT	SK	STOOL KIT		
13		6	**1310-FRM-A12-US-NESTER** Bella - Four Leg Nesting Chair w/Casters, A12 Fixed Arms, Plastic Back with Upholstered Seat			$253.46	$1,520.76
			2020 PLASTIC SHELL COLOR SELEC	P01	P01 Black Swan		
			NESTER FRAME COLOR SELECTION	NSTS	Silver Frame		
			FABRIC GRADE SELECTION	GRADE-A	Fabric Grade A		
			GRADE A FABRICS	VIVID	9to5 - Vivid - Vivid		
			VIVID COLORS	ONYX	Onyx		
			CASTERS SELECTION	C5	C5 Carpet Casters		
			CAL TB 133 FIRE BARRIER	~	No Cal TB 133 (standard upholstery)		
					Computer A103 Subtotal		**$4,310.76**
Computer A120B							
14		3	**1310-FRM-A12-US-NESTER** Bella - Four Leg Nesting Chair w/Casters, A12 Fixed Arms, Plastic Back with Upholstered Seat			$253.46	$760.38
			2020 PLASTIC SHELL COLOR SELEC	P01	P01 Black Swan		
			NESTER FRAME COLOR SELECTION	NSTS	Silver Frame		
			FABRIC GRADE SELECTION	GRADE-A	Fabric Grade A		
			GRADE A FABRICS	VIVID	9to5 - Vivid - Vivid		
			VIVID COLORS	ONYX	Onyx		
			CASTERS SELECTION	C5	C5 Carpet Casters		
			CAL TB 133 FIRE BARRIER	~	No Cal TB 133 (standard upholstery)		

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
			Computer A120B Subtotal		**$760.38**

Crew Room East A100B

15		1	**RLNLECT2730SL** Dewey Lectern w/Storage, 27x30, Pneumatic Ht Adj, Left Hinge	$2,541.96	$2,541.96

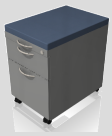
Laminate Top Finish	LAM	Laminate Top Surface
Laminate Selection	L150	Laminate:L150 Natural Ash laminate (LZ9)
Urethane Edge Color Selection	U526	Edge Color:U526 Kangaroo urethane edge (U26)
Modesty Panel Selection	ML	Laminate Modesty
Laminate Selection	L150	Laminate:L150 Natural Ash laminate (LZ9)
Base/Pull Color Selection	BP	Base/Pull Finish
Base/Pull Finish Selection	P431	Base/Pull Finish: P431 Metallic Silver Powdercoat
Caster/Glide Option	CS	Casters (standard)
Melamine Case Selection	MEL	Melamine Case
Melamine Case Finish	M182	Case Finish:M182 Hard Rock Maple melamine
Cabinet Door Finish	DOOR	Cabinet Door Finish
Door and Edge Finish	MEL	Matching Melamine
Cabinet Door Finish	DOOR	Cabinet Door Finish
Cabinet Door Finish	MEL	Matching Melamine
Cabinet Options	CAB	Cabinet Options
Rack and Vent/Fan Selections	0	***No Rack No Vent/Fan***

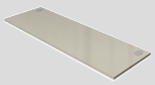
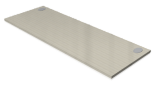
16		20	**MLTTPR.2484** MILES TRAINING TABLE 24D x 84W x 29H With Nacre pop-up unit with two power, one USB A+C	$1,093.42	$21,868.40
17		60	**1310-FRM-A12-US-NESTER** Bella - Four Leg Nesting Chair w/Casters, A12 Fixed Arms, Plastic Back with Upholstered Seat	$253.46	$15,207.60

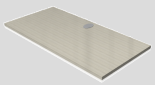
2020 PLASTIC SHELL COLOR SELEC	P01	P01 Black Swan
NESTER FRAME COLOR SELECTION	NSTS	Silver Frame
FABRIC GRADE SELECTION	GRADE-A	Fabric Grade A
GRADE A FABRICS	VIVID	9to5 - Vivid - Vivid
VIVID COLORS	ONYX	Onyx
CASTERS SELECTION	C5	C5 Carpet Casters
CAL TB 133 FIRE BARRIER	~	No Cal TB 133 (standard upholstery)

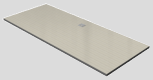
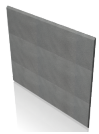
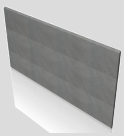
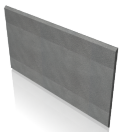
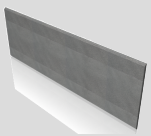
	Crew Room East A100B Subtotal	**$39,617.96**

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
Crew Room West A100A					
18		1	**RLNLECT2730SL** Dewey Lectern w/Storage, 27x30, Pneumatic Ht Adj, Left Hinge	$2,541.96	$2,541.96
			Laminate Top Finish LAM Laminate Top Surface Laminate Selection L150 Laminate:L150 Natural Ash laminate (LZ9) Urethane Edge Color Selection U526 Edge Color:U526 Kangaroo urethane edge (U26) Modesty Panel Selection ML Laminate Modesty Laminate Selection L150 Laminate:L150 Natural Ash laminate (LZ9) Base/Pull Color Selection BP Base/Pull Finish Base/Pull Finish Selection P431 Base/Pull Finish: P431 Metallic Silver Powdercoat Caster/Glide Option CS Casters (standard) Melamine Case Selection MEL Melamine Case Melamine Case Finish M182 Case Finish:M182 Hard Rock Maple melamine Cabinet Door Finish DOOR Cabinet Door Finish Door and Edge Finish MEL Matching Melamine Cabinet Door Finish DOOR Cabinet Door Finish Cabinet Door Finish MEL Matching Melamine Cabinet Options CAB Cabinet Options Rack and Vent/Fan Selections 0 ***No Rack No Vent/Fan***		
19		16	**MLTTPR.2484** MILES TRAINING TABLE 24D x 84W x 29H With Nacre pop-up unit with two power, one USB A+C	$1,093.42	$17,494.72
20		48	**1310-FRM-A12-US-NESTER** Bella - Four Leg Nesting Chair w/Casters, A12 Fixed Arms, Plastic Back with Upholstered Seat	$253.46	$12,166.08
			2020 PLASTIC SHELL COLOR SELEC P01 P01 Black Swan NESTER FRAME COLOR SELECTION NSTS Silver Frame FABRIC GRADE SELECTION GRADE-A Fabric Grade A GRADE A FABRICS VIVID 9to5 - Vivid - Vivid VIVID COLORS ONYX Onyx CASTERS SELECTION C5 C5 Carpet Casters CAL TB 133 FIRE BARRIER ~ No Cal TB 133 (standard upholstery)		
				Crew Room West A100A Subtotal	**$32,202.76**
Large Conference A116					
21		12	**1310-FRM-A12-US-NESTER** Bella - Four Leg Nesting Chair w/Casters, A12 Fixed Arms, Plastic Back with Upholstered Seat	$253.46	$3,041.52
			2020 PLASTIC SHELL COLOR SELEC P01 P01 Black Swan NESTER FRAME COLOR SELECTION NSTS Silver Frame FABRIC GRADE SELECTION GRADE-A Fabric Grade A GRADE A FABRICS VIVID 9to5 - Vivid - Vivid VIVID COLORS ONYX Onyx CASTERS SELECTION C5 C5 Carpet Casters CAL TB 133 FIRE BARRIER ~ No Cal TB 133 (standard upholstery)		

LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT SELL
22		14	**3160-Y1-A46** Neo - Mesh Mid-Back, Simple Synchro-Tilt Control, A46 Loop Arms			$324.30	$4,540.20
			FRAME COLOR SELECTION	PBK	Black Frame w/ Black Arms		
			MESH SELECTION	M31	M31 Graphite Mesh		
			FABRIC GRADE SELECTION	GRADE-A	Fabric Grade A		
			GRADE A FABRICS	VIVID	9to5 - Vivid - Vivid		
			VIVID COLORS	ONYX	Onyx		
			BASE SELECTION	BA11B	BA11B 27" Mid-Profile Nylon Base - Black		
			CASTERS SELECTION	C6	C6 Large Diameter Carpet Casters		
			CAL TB 133 FIRE BARRIER	~	No Cal TB 133 (standard upholstery)		
			SEAT SLIDER SELECTION	~	No Seat Slider		
					Large Conference A116 Subtotal		**$7,581.72**
Materials Workstations							
23		4	**GSK00036** Post Leg-Package of 1			$144.76	$579.04
			Finish Selections by Manufacture (	166	AL-Platinum Metallic		
24		4	**U-1503N** Pedestal with Cushion,B/F, Black Casters, 22-5/8Hx21-7/8Dx15-1/4W			$442.75	$1,771.00
			Select Drawer Pull Options	S(N)	Satin Nickel Pull Square Front		
			Select Additional Accessories	A	(1)6"Dvdr(1)12"Dvdr(1)Pcl Tray		
			Select Metal Finishes	166	AL-Platinum Metallic		
			Select Fabric Finishes	7J	Steel		
			Select Key Finish Options	LL	LL Series Chrome-Nickel Scalloped = Z		
			Key-Alike Request Option	~	No Selection of Option		
25		2	**RG-C301NT** 30Wx18-1/4Dx27-3/4H Work Surface Supporting Lateral			$554.02	$1,108.04
			Select Metal Finishes	166	AL-Platinum Metallic		
			Select 2-Drw Front Pull Options	S(N)	Satin Nickel Pull Square Front		
			Select 30"W 2-Drw Upgrage Lock (	LL	LL Chrome-Nickel Scalloped = Z		
26		2	**EL-3009** Work Surface Supporting, F/F, 27-3/4Hx21-7/8Dx15-1/4W			$317.24	$634.48
			Select Drawer Pull Options	S(N)	Satin Nickel Pull Square Front		
			Pedestal Standard Locks-Option A\	LL	LL Chrome-Nickel Scalloped = Z		
			Select Metal Finishes	166	AL-Platinum Metallic		
			Select Additional Accessories	A	(2) 12"File Drawer Dividers		

LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT SELL
27		4	**WG-A772** 23 1/2"Wx23 1/2"Dx56"H, Right Coat Door, Cupboard Wardrobe Tower- 2 Box, 1File Drawers Select Pull Options-Cupboard War S(N) Satin Nickel Pull Square Front Select Metal Finishes 166 AL-Platinum Metallic Select Key Finish Options LL LL Series Chrome-Nickel Scalloped = Z Key-Alike Request Option ~ No Selection of Option			$1,350.58	$5,402.32
28		8	**OV-436** Uph Seat & Mesh Back Height adj arm Black Nylon base Synchro tilt to Seat slider Fabric Grade Selections 01 Grade 1 Grade 1 Fabrics DILLON-12 Black BASE OPTION BLK Black Base (Standard) Hard Floor Caster Option ~ No Selection			$567.50	$4,540.00
29		4	**V-AFMA-02** DBL MONITOR ARMS CLM& GR STY Monitor Arm Colour P112 Silver			$284.40	$1,137.60
30		1	**C-WS0G-7224** STRAIGHT WORK SURFACE,72 X 24,W/ GROMMET Grommet Type SGS Square Grommet Grommet Colour SVR Silver Worksurface 1" Laminate L143/V143 Acacia			$274.00	$274.00
31		4	**C-CCAB-22-R** CANTILEVER ARM, 22D, BLACK, RH			$51.60	$206.40
32		4	**C-HGC0** PANEL GRIPPER FOR CARPETED FLOORS			$1.20	$4.80
33		1	**C-WS0G-6624** STRAIGHT WORK SURFACE,66 X 24,W/ GROMMET Grommet Type SGS Square Grommet Grommet Colour SVR Silver Worksurface 1" Laminate L143/V143 Acacia			$262.00	$262.00

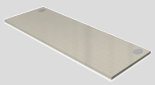
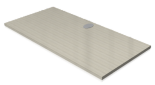
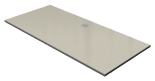
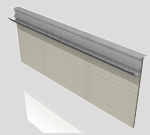
LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT SELL
34		2	**C-WS0G-4824** STRAIGHT WORK SURFACE,48 X 24,W/ GROMMET Grommet Type Grommet Colour Worksurface 1" Laminate	 SGS SVR L143/V143	 Square Grommet Silver Acacia	$186.00	$372.00
35		4	**R-HATB-S-G3-B** HGT ADJ BASE, 40"-72", 24''D, G3, BIFMA 22.75"-48.75"H HAT Metal Paint Colour	 P112	 Silver	$668.40	$2,673.60
36		8	**C-PF00-6948** PANEL FRAME, 69H X 48W Panel Trim/Filler Style & Metal Pai Metal Paint Colour	 THN P121	 Thin White	$243.20	$1,945.60
37		4	**C-PF00-6930** PANEL FRAME, 69H X 30W Panel Trim/Filler Style & Metal Pai Metal Paint Colour	 THN P121	 Thin White	$202.00	$808.00
38		4	**C-HWA1-69** WALL TO PANEL CONN, TYPE 1 2.25" - 3.25" ADJUSTABLE, 69H Panel Trim/Filler Style & Metal Pai Metal Paint Colour	 THN P121	 Thin White	$164.40	$657.60
39		4	**C-HFNR-69** FILLER, 90 DEGREE, 69"H Panel Trim/Filler Style & Metal Pai Metal Paint Colour	 THN P121	 Thin White	$101.20	$404.80
40		4	**C-HET0-69** END TRIM, TOP CAP MATCHING, 69H Panel Trim/Filler Style & Metal Pai Metal Paint Colour	 THN P121	 Thin White	$58.00	$232.00
41		4	**C-HKP2P-69** PANEL FRAME SCREW KIT, 69"H			$0.00	$0.00

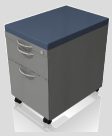
LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT SELL
42		4	**R-WS0G-7029** HGT ADJ TABLE SURFACE,70"Wx29"D,W/G HAT Worksurface Laminate Woodgrain Finish HAT Worksurface Vinyl Trim HAT Grommet Type/Colour Square Grommet Colour	 WDG L143 V143 SQG G112	 Woodgrain Acacia Acacia Square Grommet Silver	$258.80	$1,035.20
43		12	**C-PTA1-2430** ACOUSTICAL TACKABLE FABRIC TILE, 24H X 30W,GRADE 1 Grade 1 Panel Fabrics	 F2201	 Commerce - Steam	$68.00	$816.00
44		32	**C-PTA1-2448** ACOUSTICAL TACKABLE FABRIC TILE, 24H X 48W,GRADE 1 Grade 1 Panel Fabrics	 F2201	 Commerce - Steam	$88.00	$2,816.00
45		8	**C-PTA1-1630** ACOUSTICAL TACKABLE FABRIC TILE, 16H X 30W,GRADE 1 Grade 1 Panel Fabrics	 F2201	 Commerce - Steam	$58.40	$467.20
46		16	**C-PTA1-1648** ACOUSTICAL TACKABLE FABRIC TILE, 16H X 48W,GRADE 1 Grade 1 Panel Fabrics	 F2201	 Commerce - Steam	$74.80	$1,196.80
47		4	**C-PTWM-2430** MAGNETIC WHITEBOARD PANEL TILE, 24H X 30W Metal Tiles Paint Colour	 P112	 Silver	$161.20	$644.80
					Materials Workstations Subtotal		**$29,989.28**

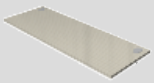
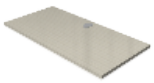
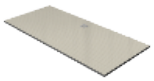
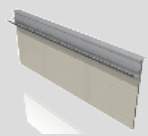
MGR A131

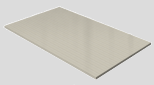
48		1	**GHL2214** H Leg-Package of 1 Finish Selections by Manufacture (	 166	 AL-Platinum Metallic	$322.63	$322.63

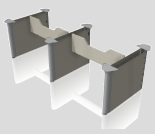
LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT SELL
49		1	**DG-A772** 23 1/2"Wx23 1/2"Dx56"H, Left Coat Door, Cupboard Wardrobe Tower-2 Box, 1File Drawers Select Pull Options-Cupboard War Select Metal Finishes Select Key Finish Options Key-Alike Request Option	S(N) 166 LL ~	Satin Nickel Pull Square Front AL-Platinum Metallic LL Series Chrome-Nickel Scalloped = Z No Selection of Option	$1,350.58	$1,350.58
50		1	**RG-C301NT** 30Wx18-1/4Dx27-3/4H Work Surface Supporting Lateral Select Metal Finishes Select 2-Drw Front Pull Options Select 30"W 2-Drw Upgrage Lock (	02X7 S(N) LL	TK-Platinum Metallic Satin Nickel Pull Square Front LL Chrome-Nickel Scalloped = Z	$554.02	$554.02
51		1	**U-1503N** Pedestal with Cushion,B/F, Black Casters, 22-5/8Hx21-7/8Dx15-1/4W Select Drawer Pull Options Select Additional Accessories Select Metal Finishes Select Fabric Finishes Select Key Finish Options Key-Alike Request Option	S(N) A 166 7J LL ~	Satin Nickel Pull Square Front (1)6"Dvdr(1)12"Dvdr(1)Pcl Tray AL-Platinum Metallic Steel LL Series Chrome-Nickel Scalloped = Z No Selection of Option	$442.75	$442.75
52		2	**GSK00036** Post Leg-Package of 1 Finish Selections by Manufacture (	166	AL-Platinum Metallic	$144.76	$289.52
53		1	**OV-436** Uph Seat & Mesh Back Height adj arm Black Nylon base Synchro tilt to Seat slider Fabric Grade Selections Grade 1 Fabrics BASE OPTION Hard Floor Caster Option	01 DILLON-12 BLK ~	Grade 1 Black Black Base (Standard) No Selection	$567.50	$567.50
54		1	**V-AFMA-02** DBL MONITOR ARMS CLM& GR STY Monitor Arm Colour	P112	Silver	$284.40	$284.40
55		2	**L-PWW** WORKSURFACE TO WORKSURFACE FLUSH PLATE,3"DX5-1/2"W			$19.20	$38.40

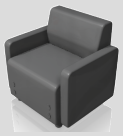
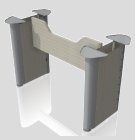
LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT SELL
56		1	**C-WS0G-6624** STRAIGHT WORK SURFACE,66 X 24,W/ GROMMET Grommet Type Grommet Colour Worksurface 1" Laminate	 SGS SVR L143/V143	 Square Grommet Silver Acacia	$262.00	$262.00
57		1	**C-WS0G-4824** STRAIGHT WORK SURFACE,48 X 24,W/ GROMMET Grommet Type Grommet Colour Worksurface 1" Laminate	 SGS SVR L143/V143	 Square Grommet Silver Acacia	$186.00	$186.00
58		1	**R-HATB-S-G3-B** HGT ADJ BASE, 40"-72", 24''D, G3, BIFMA 22.75"-48.75"H HAT Metal Paint Colour	 P112	 Silver	$668.40	$668.40
59		1	**R-WS0G-6630** HGT ADJ TABLE SURFACE,66"Wx30"D,W/G HAT Worksurface Laminate Woodgrain Finish HAT Worksurface Vinyl Trim HAT Grommet Type/Colour Square Grommet Colour	 WDG L143 V143 SQG G112	 Woodgrain Acacia Acacia Square Grommet Silver	$252.40	$252.40
60		1	**R-HMOD-6621** TROUGH & TROUGH MOUNTED LAMINATE MODESTY,52"Wx21"H,F/66"W SURFACE HAT Modesty Laminate Woodgrain Finish HAT Modesty Vinyl Trim HAT Wire Trough Paint Colour	 WDG L143 V143 P112	 Woodgrain Acacia Acacia Silver	$265.60	$265.60
61		1	**1310-FRM-A12-US** Bella - Four Leg Guest Chair, A12 Fixed Arms, Plastic Back with Upholstered Seat 2020 PLASTIC SHELL COLOR SELEC 4 LEG FRAME COLOR SELECTION FABRIC GRADE SELECTION GRADE A FABRICS VIVID COLORS GANGING BRACKETS CAL TB 133 FIRE BARRIER	 P01 4LGS GRADE-A VIVID ONYX ~ ~	 P01 Black Swan Silver Frame Fabric Grade A 9to5 - Vivid - Vivid Onyx No Ganging Clips No Cal TB 133 (standard upholstery)	$223.56	$223.56
					MGR A131 Subtotal		**$5,707.76**

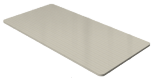
LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
MGR A135					
62		1	**U-1503N** Pedestal with Cushion,B/F, Black Casters, 22-5/8Hx21-7/8Dx15-1/4W Select Drawer Pull Options S(N) Satin Nickel Pull Square Front Select Additional Accessories A (1)6"Dvdr(1)12"Dvdr(1)Pcl Tray Select Metal Finishes 166 AL-Platinum Metallic Select Fabric Finishes 7J Steel Select Key Finish Options LL LL Series Chrome-Nickel Scalloped = Z Key-Alike Request Option ~ No Selection of Option	$442.75	$442.75
63		1	**RG-C301NT** 30Wx18-1/4Dx27-3/4H Work Surface Supporting Lateral Select Metal Finishes 166 AL-Platinum Metallic Select 2-Drw Front Pull Options S(N) Satin Nickel Pull Square Front Select 30"W 2-Drw Upgrage Lock (LL LL Chrome-Nickel Scalloped = Z	$554.02	$554.02
64		1	**GSK00036** Post Leg-Package of 1 Finish Selections by Manufacture (166 AL-Platinum Metallic	$144.76	$144.76
65		1	**WG-A772** 23 1/2"Wx23 1/2"Dx56"H, Right Coat Door, Cupboard Wardrobe Tower- 2 Box, 1File Drawers Select Pull Options-Cupboard War(S(N) Satin Nickel Pull Square Front Select Metal Finishes 166 AL-Platinum Metallic Select Key Finish Options LL LL Series Chrome-Nickel Scalloped = Z Key-Alike Request Option ~ No Selection of Option	$1,350.58	$1,350.58
66		1	**GHL2214** H Leg-Package of 1 Finish Selections by Manufacture (166 AL-Platinum Metallic	$322.63	$322.63
67		1	**OV-436** Uph Seat & Mesh Back Height adj arm Black Nylon base Synchro tilt to Seat slider Fabric Grade Selections 01 Grade 1 Grade 1 Fabrics DILLON-12 Black BASE OPTION BLK Black Base (Standard) Hard Floor Caster Option ~ No Selection	$567.50	$567.50
68		1	**V-AFMA-02** DBL MONITOR ARMS CLM& GR STY Monitor Arm Colour P112 Silver	$284.40	$284.40

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
69		2	**L-PWW** WORKSURFACE TO WORKSURFACE FLUSH PLATE,3"DX5-1/2"W	$19.20	$38.40
70		1	**C-WS0G-6624** STRAIGHT WORK SURFACE,66 X 24,W/ GROMMET Grommet Type SGS Square Grommet Grommet Colour SVR Silver Worksurface 1" Laminate L143/V143 Acacia	$262.00	$262.00
71		1	**C-WS0G-4824** STRAIGHT WORK SURFACE,48 X 24,W/ GROMMET Grommet Type SGS Square Grommet Grommet Colour SVR Silver Worksurface 1" Laminate L143/V143 Acacia	$186.00	$186.00
72		1	**R-HATB-S-G3-B** HGT ADJ BASE, 40"-72", 24''D, G3, BIFMA 22.75"-48.75"H HAT Metal Paint Colour P112 Silver	$668.40	$668.40
73		1	**R-WS0G-6630** HGT ADJ TABLE SURFACE,66"Wx30"D,W/G HAT Worksurface Laminate WDG Woodgrain Woodgrain Finish L143 Acacia HAT Worksurface Vinyl Trim V143 Acacia HAT Grommet Type/Colour SQG Square Grommet Square Grommet Colour G112 Silver	$252.40	$252.40
74		1	**R-HMOD-6621** TROUGH & TROUGH MOUNTED LAMINATE MODESTY,52"Wx21"H,F/66"W SURFACE HAT Modesty Laminate WDG Woodgrain Woodgrain Finish L143 Acacia HAT Modesty Vinyl Trim V143 Acacia HAT Wire Trough Paint Colour P112 Silver	$265.60	$265.60

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
75		1	**1310-FRM-A12-US** Bella - Four Leg Guest Chair, A12 Fixed Arms, Plastic Back with Upholstered Seat 2020 PLASTIC SHELL COLOR SELEC P01 P01 Black Swan 4 LEG FRAME COLOR SELECTION 4LGS Silver Frame FABRIC GRADE SELECTION GRADE-A Fabric Grade A GRADE A FABRICS VIVID 9to5 - Vivid - Vivid VIVID COLORS ONYX Onyx GANGING BRACKETS ~ No Ganging Clips CAL TB 133 FIRE BARRIER ~ No Cal TB 133 (standard upholstery)	$223.56	$223.56
			MGR A135 Subtotal		**$5,563.00**
Plan/Map A121					
76		4	**GSK00036** Post Leg-Package of 1 Finish Selections by Manufacture (166 AL-Platinum Metallic	$144.76	$579.04
77		8	**OV-436** Uph Seat & Mesh Back Height adj arm Black Nylon base Synchro tilt to Seat slider Fabric Grade Selections 01 Grade 1 Grade 1 Fabrics DILLON-12 Black BASE OPTION BLK Black Base (Standard) Hard Floor Caster Option ~ No Selection STOOL KIT SK STOOL KIT	$697.50	$5,580.00
78		1	**3083** Wood Mobile Roll File, 50 Compartment	$496.20	$496.20
79		1	**C-CGU0-4060-SP** SPECIAL END GABLE, 60D X 40H	$359.20	$359.20
80		1	**R-TR0N-6036** RECTANGULAR TABLE TOP,60"W X 36"D X 1"THICK Hanna Worksurface Laminate L143/V143 Acacia	$249.20	$249.20

LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT SELL
81		1	**C-WS00-84B60-SP...** RECTANGULAR TABLE TOP,84.25"W X 60"D X 1"THICK W/ CENTERED KIP POWER			$1,034.00	$1,034.00
				...	Skipped Option		
82		4	**RG-C802** Trace Lat File,3 Drw,42Wx18-1/4Dx39-7/8H			$889.35	$3,557.40
			Select Metal Finishes	166	AL-Platinum Metallic		
			Select Counterweight options	~	No Counterweight Installed		
			Select Laminate Top Options	~	No Top		
			Select 42"W 3-Drw Front Pull Opti	S(N)	Satin Nickel Pull Square Front		
			Select 30"W 3-Drw Upgrage Lock (	UM	UM Standard Series Lock - Flat Black		
					Plan/Map A121 Subtotal		**$11,855.04**
Plan/Map A122							
83		1	**TL-MSSP-12060** STR B/R TABLE TOP,2 PCS, W/ PWR,120"Wx60"D,1"TOP			$1,694.80	$1,694.80
			Worksurface/Storage Top Laminat	WDG	Woodgrain		
			Woodgrain	L143/V143	Acacia		
84		1	**TB-B5-12060** B/R ELLIPSE BASE, FOR 60"W x 120"L TABLE			$1,210.80	$1,210.80
			Modesty Laminate & Vinyl Trim	WDG	Woodgrain		
			Woodgrain	L143/V143	Acacia		
			Gable Laminate & Vinyl Trim	WDG	Woodgrain		
			Woodgrain	L143/V143	Acacia		
			Metal Component / Metal Post Su	P112	Silver		
85		10	**3160-Y1-A46** Neo - Mesh Mid-Back, Simple Synchro-Tilt Control, A46 Loop Arms			$324.30	$3,243.00
			FRAME COLOR SELECTION	PBK	Black Frame w/ Black Arms		
			MESH SELECTION	M31	M31 Graphite Mesh		
			FABRIC GRADE SELECTION	GRADE-A	Fabric Grade A		
			GRADE A FABRICS	VIVID	9to5 - Vivid - Vivid		
			VIVID COLORS	ONYX	Onyx		
			BASE SELECTION	BA11B	BA11B 27" Mid-Profile Nylon Base - Black		
			CASTERS SELECTION	C6	C6 Large Diameter Carpet Casters		
			CAL TB 133 FIRE BARRIER	~	No Cal TB 133 (standard upholstery)		
			SEAT SLIDER SELECTION	~	No Seat Slider		
					Plan/Map A122 Subtotal		**$6,148.60**

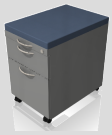
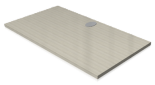
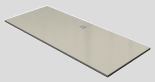
LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
Quiet Room A109					
86		1	**9301-A62B** Koble - Single Seat w/ Both Arm FABRIC GRADE SELECTION: GRADE-A — Fabric Grade A GRADE A FABRICS: VIVID — 9to5 - Vivid - Vivid VIVID COLORS: ONYX — Onyx BASE SELECTION: BP — BP - Black Platform Base POWER SELECTION: ~ — No Plug POWER PLASTIC COLOR: PBK — Black GANGING CLIPS: ~ — No Ganging Clips	$977.04	$977.04
87		1	**R-TO0N-24** ROUND TABLE TOP,24"DIAMETER X 1"THICK Hanna Worksurface Laminate: L143/V143 — Acacia	$256.40	$256.40
88		1	**R-HSB-X-1615** SLIM ''X'' BASE,16'' SPREAD X 15''H Metal Colour: P112 — Silver	$484.80	$484.80
			Quiet Room A109 Subtotal		**$1,718.24**
Reception A104					
89		3	**1310-FRM-A12-US** Bella - Four Leg Guest Chair, A12 Fixed Arms, Plastic Back with Upholstered Seat 2020 PLASTIC SHELL COLOR SELEC: P01 — P01 Black Swan 4 LEG FRAME COLOR SELECTION: 4LGS — Silver Frame FABRIC GRADE SELECTION: GRADE-A — Fabric Grade A GRADE A FABRICS: VIVID — 9to5 - Vivid - Vivid VIVID COLORS: ONYX — Onyx GANGING BRACKETS: ~ — No Ganging Clips CAL TB 133 FIRE BARRIER: ~ — No Cal TB 133 (standard upholstery)	$223.56	$670.68
			Reception A104 Subtotal		**$670.68**
Small Conference A117					
90		1	**TB-B5-7236** B/R ELLIPSE BASE, FOR 36"W x 72"L TABLE Modesty Laminate & Vinyl Trim: WDG — Woodgrain Woodgrain: L143/V143 — Acacia Gable Laminate & Vinyl Trim: WDG — Woodgrain Woodgrain: L143/V143 — Acacia Metal Component / Metal Post Su: P112 — Silver	$644.80	$644.80

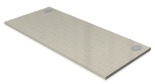
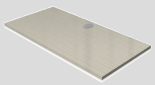
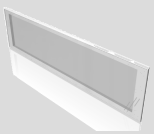
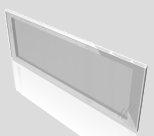
LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT SELL
91		1	**TL-MSSX-7236** STR B/R TABLE TOP,1 PC, NO PWR,72"Wx36"D,1"TOP			$335.20	$335.20
			Worksurface/Storage Top Laminat	WDG	Woodgrain		
			Woodgrain	L143/V143	Acacia		
92		4	**3160-Y1-A46** Neo - Mesh Mid-Back, Simple Synchro-Tilt Control, A46 Loop Arms			$324.30	$1,297.20
			FRAME COLOR SELECTION	PBK	Black Frame w/ Black Arms		
			MESH SELECTION	M31	M31 Graphite Mesh		
			FABRIC GRADE SELECTION	GRADE-A	Fabric Grade A		
			GRADE A FABRICS	VIVID	9to5 - Vivid - Vivid		
			VIVID COLORS	ONYX	Onyx		
			BASE SELECTION	BA11B	BA11B 27" Mid-Profile Nylon Base - Black		
			CASTERS SELECTION	C6	C6 Large Diameter Carpet Casters		
			CAL TB 133 FIRE BARRIER	~	No Cal TB 133 (standard upholstery)		
			SEAT SLIDER SELECTION	~	No Seat Slider		
					Small Conference A117 Subtotal		**$2,277.20**

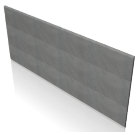
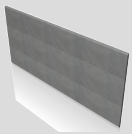
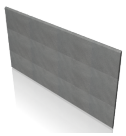
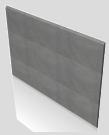
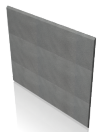
Small Meeting A124

LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT SELL
93		1	**TL-TD0G-6636** D-TABLE WITH FULL GABLE & GROMMET, 66W X 36D			$561.20	$561.20
			Worksurface/Storage Top Laminat	WDG	Woodgrain		
			Woodgrain	L143/V143	Acacia		
			Grommet Type/Colour	SQG	Square Grommet, Square		
			Square Grommet Colour	G112	Silver		
			Gable Laminate & Vinyl Trim	WDG	Woodgrain		
			Woodgrain	L143/V143	Acacia		
			Modesty Laminate & Vinyl Trim	WDG	Woodgrain		
			Woodgrain	L143/V143	Acacia		
			Metal Component / Metal Post Su	P112	Silver		
94		4	**3160-Y1-A46** Neo - Mesh Mid-Back, Simple Synchro-Tilt Control, A46 Loop Arms			$324.30	$1,297.20
			FRAME COLOR SELECTION	PBK	Black Frame w/ Black Arms		
			MESH SELECTION	M31	M31 Graphite Mesh		
			FABRIC GRADE SELECTION	GRADE-A	Fabric Grade A		
			GRADE A FABRICS	VIVID	9to5 - Vivid - Vivid		
			VIVID COLORS	ONYX	Onyx		
			BASE SELECTION	BA11B	BA11B 27" Mid-Profile Nylon Base - Black		
			CASTERS SELECTION	C6	C6 Large Diameter Carpet Casters		
			CAL TB 133 FIRE BARRIER	~	No Cal TB 133 (standard upholstery)		
			SEAT SLIDER SELECTION	~	No Seat Slider		
					Small Meeting A124 Subtotal		**$1,858.40**

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
Small Meeting A133					
95		1	**TL-TD0G-6636** D-TABLE WITH FULL GABLE & GROMMET, 66W X 36D Worksurface/Storage Top Laminat WDG Woodgrain Woodgrain L143/V143 Acacia Grommet Type/Colour SQG Square Grommet, Square Square Grommet Colour G112 Silver Gable Laminate & Vinyl Trim WDG Woodgrain Woodgrain L143/V143 Acacia Modesty Laminate & Vinyl Trim WDG Woodgrain Woodgrain L143/V143 Acacia Metal Component / Metal Post Su P112 Silver	$561.20	$561.20
96		4	**3160-Y1-A46** Neo - Mesh Mid-Back, Simple Synchro-Tilt Control, A46 Loop Arms FRAME COLOR SELECTION PBK Black Frame w/ Black Arms MESH SELECTION M31 M31 Graphite Mesh FABRIC GRADE SELECTION GRADE-A Fabric Grade A GRADE A FABRICS VIVID 9to5 - Vivid - Vivid VIVID COLORS ONYX Onyx BASE SELECTION BA11B BA11B 27" Mid-Profile Nylon Base - Black CASTERS SELECTION C6 C6 Large Diameter Carpet Casters CAL TB 133 FIRE BARRIER ~ No Cal TB 133 (standard upholstery) SEAT SLIDER SELECTION ~ No Seat Slider	$324.30	$1,297.20
				Small Meeting A133 Subtotal	**$1,858.40**
Supervisor Office A130A					
97		4	**GHL2214** H Leg-Package of 1 Finish Selections by Manufacture (166 AL-Platinum Metallic	$322.63	$1,290.52
98		1	**DG-A772** 23 1/2"Wx23 1/2"Dx56"H, Left Coat Door, Cupboard Wardrobe Tower- 2 Box, 1File Drawers Select Pull Options-Cupboard War S(N) Satin Nickel Pull Square Front Select Metal Finishes 166 AL-Platinum Metallic Select Key Finish Options LL LL Series Chrome-Nickel Scalloped = Z Key-Alike Request Option ~ No Selection of Option	$1,350.58	$1,350.58
99		3	**WG-A772** 23 1/2"Wx23 1/2"Dx56"H, Right Coat Door, Cupboard Wardrobe Tower- 2 Box, 1File Drawers Select Pull Options-Cupboard War S(N) Satin Nickel Pull Square Front Select Metal Finishes 166 AL-Platinum Metallic Select Key Finish Options LL LL Series Chrome-Nickel Scalloped = Z Key-Alike Request Option ~ No Selection of Option	$1,350.58	$4,051.74

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
100		4	**U-1503N** Pedestal with Cushion,B/F, Black Casters, 22-5/8Hx21-7/8Dx15-1/4W Select Drawer Pull Options: S(N) Satin Nickel Pull Square Front Select Additional Accessories: A (1)6"Dvdr(1)12"Dvdr(1)Pcl Tray Select Metal Finishes: 166 AL-Platinum Metallic Select Fabric Finishes: 7J Steel Select Key Finish Options: LL LL Series Chrome-Nickel Scalloped = Z Key-Alike Request Option: ~ No Selection of Option	$442.75	$1,771.00
101		4	**RG-C301NT** 30Wx18-1/4Dx27-3/4H Work Surface Supporting Lateral Select Metal Finishes: 166 AL-Platinum Metallic Select 2-Drw Front Pull Options: S(N) Satin Nickel Pull Square Front Select 30"W 2-Drw Upgrage Lock (: LL LL Chrome-Nickel Scalloped = Z	$554.02	$2,216.08
102		4	**OV-436** Uph Seat & Mesh Back Height adj arm Black Nylon base Synchro tilt to Seat slider Fabric Grade Selections: 01 Grade 1 Grade 1 Fabrics: DILLON-12 Black BASE OPTION: BLK Black Base (Standard) Hard Floor Caster Option: ~ No Selection	$567.50	$2,270.00
103		1	**C-WS0G-4224** STRAIGHT WORK SURFACE,42 X 24,W/ GROMMET Grommet Type: SGS Square Grommet Grommet Colour: SVR Silver Worksurface 1" Laminate: L143/V143 Acacia	$173.60	$173.60
104		1	**C-EM84-S** BASE ELECTRIC, POWER MODULE, SINGLE SIDED	$101.20	$101.20
105		1	**C-ES84-072-0** STARTER HARNESS,NO MOD,OPEN,72"L,8W,4C	$136.80	$136.80
106		4	**R-WS0G-7029** HGT ADJ TABLE SURFACE,70"Wx29"D,W/G HAT Worksurface Laminate: WDG Woodgrain Woodgrain Finish: L143 Acacia HAT Worksurface Vinyl Trim: V143 Acacia HAT Grommet Type/Colour: SQG Square Grommet Square Grommet Colour: G112 Silver	$258.80	$1,035.20

LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT SELL
107		1	**C-WS0G-5424** STRAIGHT WORK SURFACE,54 X 24,W/ GROMMET Grommet Type Grommet Colour Worksurface 1" Laminate	 SGS SVR L143/V143	 Square Grommet Silver Acacia	$224.00	$224.00
108		2	**C-WS0G-4824** STRAIGHT WORK SURFACE,48 X 24,W/ GROMMET Grommet Type Grommet Colour Worksurface 1" Laminate	 SGS SVR L143/V143	 Square Grommet Silver Acacia	$186.00	$372.00
109		1	**C-PD00-8536-L** PANEL DOOR, 85"H X 36"W, LH Panel Trim/Filler Style & Metal Pai Metal Paint Colour Door Laminate	 THN P121 HP121	 Thin White White	$1,552.00	$1,552.00
110		3	**C-PD00-8536-R** PANEL DOOR, 85"H X 36"W, RH Panel Trim/Filler Style & Metal Pai Metal Paint Colour Door Laminate	 THN P121 HP121	 Thin White White	$1,552.00	$4,656.00
111		4	**V-AFMA-02** DBL MONITOR ARMS CLM& GR STY Monitor Arm Colour	 P112	 Silver	$284.40	$1,137.60
112		4	**C-PTGF-1660** FROSTED ACRYLIC TILE, 16H X 60W Metal Tiles Paint Colour	 P121	 White	$240.00	$960.00
113		16	**C-PTGF-1654** FROSTED ACRYLIC TILE, 16H X 54W Metal Tiles Paint Colour	 P121	 White	$223.60	$3,577.60
114		16	**C-PTGF-1648** FROSTED ACRYLIC TILE, 16H X 48W Metal Tiles Paint Colour	 P121	 White	$206.80	$3,308.80

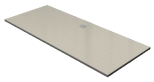
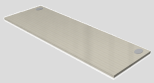
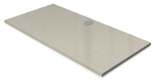
LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT SELL
115		24	**C-PTGF-1636** FROSTED ACRYLIC TILE, 16H X 36W Metal Tiles Paint Colour	P121	White	$174.00	$4,176.00
116		12	**C-PTGF-1630** FROSTED ACRYLIC TILE, 16H X 30W Metal Tiles Paint Colour	P121	White	$155.60	$1,867.20
117		4	**C-PTA1-2460** ACOUSTICAL TACKABLE FABRIC TILE, 24H X 60W,GRADE 1 Grade 1 Panel Fabrics	F2201	Commerce - Steam	$95.20	$380.80
118		16	**C-PTA1-2454** ACOUSTICAL TACKABLE FABRIC TILE, 24H X 54W,GRADE 1 Grade 1 Panel Fabrics	F2201	Commerce - Steam	$92.00	$1,472.00
119		16	**C-PTA1-2448** ACOUSTICAL TACKABLE FABRIC TILE, 24H X 48W,GRADE 1 Grade 1 Panel Fabrics	F2201	Commerce - Steam	$88.00	$1,408.00
120		24	**C-PTA1-2436** ACOUSTICAL TACKABLE FABRIC TILE, 24H X 36W,GRADE 1 Grade 1 Panel Fabrics	F2201	Commerce - Steam	$81.20	$1,948.80
121		12	**C-PTA1-2430** ACOUSTICAL TACKABLE FABRIC TILE, 24H X 30W,GRADE 1 Grade 1 Panel Fabrics	F2201	Commerce - Steam	$68.00	$816.00
122		1	**C-PF00-8560** PANEL FRAME, 85H X 60W Panel Trim/Filler Style & Metal Pai Metal Paint Colour	THN P121	Thin White	$286.80	$286.80

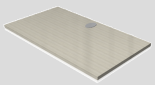
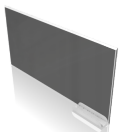
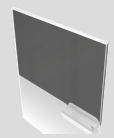
LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT SELL
123		4	**C-PF00-8548** PANEL FRAME, 85H X 48W Panel Trim/Filler Style & Metal Pai Metal Paint Colour	THN P121	Thin White	$258.40	$1,033.60
124		6	**C-PF00-8536** PANEL FRAME, 85H X 36W Panel Trim/Filler Style & Metal Pai Metal Paint Colour	THN P121	Thin White	$230.40	$1,382.40
125		3	**C-PF00-8530** PANEL FRAME, 85H X 30W Panel Trim/Filler Style & Metal Pai Metal Paint Colour	THN P121	Thin White	$216.40	$649.20
126		1	**C-HWA2-85** WALL TO PANEL CONN, TYPE 2 3" - 4.25" ADJUSTABLE, 85H Panel Trim/Filler Style & Metal Pai Metal Paint Colour	THN P121	Thin White	$190.40	$190.40
127		4	**C-HWA1-85** WALL TO PANEL CONN, TYPE 1 2.25" - 3.25" ADJUSTABLE, 85H Panel Trim/Filler Style & Metal Pai Metal Paint Colour	THN P121	Thin White	$183.60	$734.40
128		3	**C-HFTR-85** FILLER, "T" CONDITION, 85"H Panel Trim/Filler Style & Metal Pai Metal Paint Colour	THN P121	Thin White	$117.60	$352.80
129		2	**C-HFNR-85** FILLER, 90 DEGREE, 85"H Panel Trim/Filler Style & Metal Pai Metal Paint Colour	THN P121	Thin White	$124.00	$248.00
130		9	**C-HKP2P-85** PANEL FRAME SCREW KIT, 85"H			$0.00	$0.00

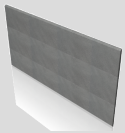
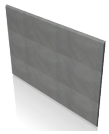
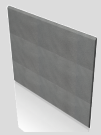
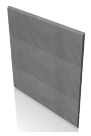
LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT SELL
131		4	**C-PF00-8554** PANEL FRAME, 85H X 54W Panel Trim/Filler Style & Metal Pai Metal Paint Colour	 THN P121	 Thin White	$272.40	$1,089.60
132		4	**R-HATB-S-G3-B** HGT ADJ BASE, 40"-72", 24''D, G3, BIFMA 22.75"-48.75"H HAT Metal Paint Colour	 P112	 Silver	$668.40	$2,673.60
133		4	**1310-FRM-A12-US** Bella - Four Leg Guest Chair, A12 Fixed Arms, Plastic Back with Upholstered Seat 2020 PLASTIC SHELL COLOR SELEC 4 LEG FRAME COLOR SELECTION FABRIC GRADE SELECTION GRADE A FABRICS VIVID COLORS GANGING BRACKETS CAL TB 133 FIRE BARRIER	 P01 4LGS GRADE-A VIVID ONYX ~ ~	 P01 Black Swan Silver Frame Fabric Grade A 9to5 - Vivid - Vivid Onyx No Ganging Clips No Cal TB 133 (standard upholstery)	$223.56	$894.24
					Supervisor Office A130A Subtotal		**$51,788.56**
Vestibule A104A							
134		3	**1310-FRM-A12-US** Bella - Four Leg Guest Chair, A12 Fixed Arms, Plastic Back with Upholstered Seat 2020 PLASTIC SHELL COLOR SELEC 4 LEG FRAME COLOR SELECTION FABRIC GRADE SELECTION GRADE A FABRICS VIVID COLORS GANGING BRACKETS CAL TB 133 FIRE BARRIER	 P01 4LGS GRADE-A VIVID ONYX ~ ~	 P01 Black Swan Silver Frame Fabric Grade A 9to5 - Vivid - Vivid Onyx No Ganging Clips No Cal TB 133 (standard upholstery)	$223.56	$670.68
					Vestibule A104A Subtotal		**$670.68**
Work Stations A130							
135		12	**DG-A772** 23 1/2"Wx23 1/2"Dx56"H, Left Coat Door, Cupboard Wardrobe Tower-2 Box, 1File Drawers Select Pull Options-Cupboard War Select Metal Finishes Select Key Finish Options Key-Alike Request Option	 S(N) 166 LL ~	 Satin Nickel Pull Square Front AL-Platinum Metallic LL Series Chrome-Nickel Scalloped = Z No Selection of Option	$1,350.58	$16,206.96

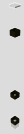
LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT SELL
136		10	**WG-A772** 23 1/2"Wx23 1/2"Dx56"H, Right Coat Door, Cupboard Wardrobe Tower- 2 Box, 1File Drawers Select Pull Options-Cupboard War Select Metal Finishes Select Key Finish Options Key-Alike Request Option	S(N) 166 LL ~	Satin Nickel Pull Square Front AL-Platinum Metallic LL Series Chrome-Nickel Scalloped = Z No Selection of Option	$1,350.58	$13,505.80
137		16	**RG-C301NT** 30Wx18-1/4Dx27-3/4H Work Surface Supporting Lateral Select Metal Finishes Select 2-Drw Front Pull Options Select 30"W 2-Drw Upgrage Lock (	166 S(N) LL	AL-Platinum Metallic Satin Nickel Pull Square Front LL Chrome-Nickel Scalloped = Z	$554.02	$8,864.32
138		6	**EL-3009** Work Surface Supporting, F/F, 27-3/4Hx21-7/8Dx15-1/4W Select Drawer Pull Options Pedestal Standard Locks-Option A\ Select Metal Finishes Select Additional Accessories	S(N) LL 166 A	Satin Nickel Pull Square Front LL Chrome-Nickel Scalloped = Z AL-Platinum Metallic (2) 12"File Drawer Dividers	$317.24	$1,903.44
139		22	**U-1503N** Pedestal with Cushion,B/F, Black Casters, 22-5/8Hx21-7/8Dx15-1/4W Select Drawer Pull Options Select Additional Accessories Select Metal Finishes Select Fabric Finishes Select Key Finish Options Key-Alike Request Option	S(N) A 166 7J LL ~	Satin Nickel Pull Square Front (1)6"Dvdr(1)12"Dvdr(1)Pcl Tray AL-Platinum Metallic Steel LL Series Chrome-Nickel Scalloped = Z No Selection of Option	$442.75	$9,740.50
140		22	**OV-436** Uph Seat & Mesh Back Height adj arm Black Nylon base Synchro tilt to Seat slider Fabric Grade Selections Grade 1 Fabrics BASE OPTION Hard Floor Caster Option	01 DILLON-12 BLK ~	Grade 1 Black Black Base (Standard) No Selection	$567.50	$12,485.00
141		5	**C-EH84-139** CONNECTOR HARNESS, 8 WIRE 4 CIRCUIT, 139"			$183.60	$918.00

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
142		37	**C-HGC0** PANEL GRIPPER FOR CARPETED FLOORS	$1.20	$44.40
143		4	**C-EH84-160** CONNECTOR HARNESS, 8 WIRE 4 CIRCUIT, 160"	$263.60	$1,054.40
144		1	**C-EH84-142** CONNECTOR HARNESS, 8 WIRE 4 CIRCUIT, 142"	$185.60	$185.60
145		39	**C-HKP2P-69** PANEL FRAME SCREW KIT, 69"H	$0.00	$0.00
146		10	**C-CCAB-22-L** CANTILEVER ARM, 22D, BLACK, LH	$51.60	$516.00
147		5	**C-CCAB-22-R** CANTILEVER ARM, 22D, BLACK, RH	$51.60	$258.00
148		7	**C-E8FM-044** HARNESS, M/FM/8W, 44"L	$97.60	$683.20
149		5	**C-EH84-121** CONNECTOR HARNESS, 8 WIRE 4 CIRCUIT, 121"	$166.40	$832.00
150		1	**C-EH84-37** CONNECTOR HARNESS, 8 WIRE 4 CIRCUIT, 37"	$90.00	$90.00

LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT SELL
151		29	**C-HET0-69** END TRIM, TOP CAP MATCHING, 69H Panel Trim/Filler Style & Metal Pai Metal Paint Colour	 THN P121	 Thin White	$58.00	$1,682.00
152		2	**C-EH84-172** CONNECTOR HARNESS, 8 WIRE 4 CIRCUIT, 172"			$274.80	$549.60
153		1	**C-EH84-85** CONNECTOR HARNESS, 8 WIRE 4 CIRCUIT, 85"			$134.00	$134.00
154		22	**C-EM84-S** BASE ELECTRIC, POWER MODULE, SINGLE SIDED			$101.20	$2,226.40
155		22	**R-WS0G-7029** HGT ADJ TABLE SURFACE,70"Wx29"D,W/G HAT Worksurface Laminate Woodgrain Finish HAT Worksurface Vinyl Trim HAT Grommet Type/Colour Square Grommet Colour	 WDG L143 V143 SQG G112	 Woodgrain Acacia Acacia Square Grommet Silver	$258.80	$5,693.60
156		9	**C-WS0G-7224** STRAIGHT WORK SURFACE,72 X 24,W/ GROMMET Grommet Type Grommet Colour Worksurface 1" Laminate	 SGS SVR L143/V143	 Square Grommet Silver Acacia	$274.00	$2,466.00
157		6	**C-WS0G-4824** STRAIGHT WORK SURFACE,48 X 24,W/ GROMMET Grommet Type Grommet Colour Worksurface 1" Laminate	 SGS SVR L143/V143	 Square Grommet Silver Acacia	$186.00	$1,116.00

LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT SELL
158		7	**C-WS0G-4224** STRAIGHT WORK SURFACE,42 X 24,W/ GROMMET Grommet Type Grommet Colour Worksurface 1" Laminate	SGS SVR L143/V143	Square Grommet Silver Acacia	$173.60	$1,215.20
159		22	**V-AFMA-02** DBL MONITOR ARMS CLM& GR STY Monitor Arm Colour	P112	Silver	$284.40	$6,256.80
160		22	**R-HATB-S-G3-B** HGT ADJ BASE, 40"-72", 24''D, G3, BIFMA 22.75"-48.75"H HAT Metal Paint Colour	P112	Silver	$668.40	$14,704.80
161		15	**C-PTWM-2448** MAGNETIC WHITEBOARD PANEL TILE, 24H X 48W Metal Tiles Paint Colour	P121	White	$199.60	$2,994.00
162		7	**C-PTWM-2436** MAGNETIC WHITEBOARD PANEL TILE, 24H X 36W Metal Tiles Paint Colour	P121	White	$174.40	$1,220.80
163		114	**C-PTGF-1648** FROSTED ACRYLIC TILE, 16H X 48W Metal Tiles Paint Colour	P121	White	$206.80	$23,575.20
164		36	**C-PTGF-1636** FROSTED ACRYLIC TILE, 16H X 36W Metal Tiles Paint Colour	P121	White	$174.00	$6,264.00
165		6	**C-PTGF-1624** FROSTED ACRYLIC TILE, 16H X 24W Metal Tiles Paint Colour	P121	White	$139.60	$837.60

LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT SELL
166		213	**C-PTA1-2448** ACOUSTICAL TACKABLE FABRIC TILE, 24H X 48W,GRADE 1 Grade 1 Panel Fabrics	F2201	Commerce - Steam	$88.00	$18,744.00
167		65	**C-PTA1-2436** ACOUSTICAL TACKABLE FABRIC TILE, 24H X 36W,GRADE 1 Grade 1 Panel Fabrics	F2201	Commerce - Steam	$81.20	$5,278.00
168		88	**C-PTA1-2430** ACOUSTICAL TACKABLE FABRIC TILE, 24H X 30W,GRADE 1 Grade 1 Panel Fabrics	F2201	Commerce - Steam	$68.00	$5,984.00
169		12	**C-PTA1-2424** ACOUSTICAL TACKABLE FABRIC TILE, 24H X 24W,GRADE 1 Grade 1 Panel Fabrics	F2201	Commerce - Steam	$63.20	$758.40
170		57	**C-PF00-6948** PANEL FRAME, 69H X 48W Panel Trim/Filler Style & Metal Pai Metal Paint Colour	THN P121	Thin White	$243.20	$13,862.40
171		18	**C-PF00-6936** PANEL FRAME, 69H X 36W Panel Trim/Filler Style & Metal Pai Metal Paint Colour	THN P121	Thin White	$216.00	$3,888.00
172		22	**C-PF00-6930** PANEL FRAME, 69H X 30W Panel Trim/Filler Style & Metal Pai Metal Paint Colour	THN P121	Thin White	$202.00	$4,444.00
173		3	**C-PF00-6924** PANEL FRAME, 69H X 24W Panel Trim/Filler Style & Metal Pai Metal Paint Colour	THN P121	Thin White	$188.80	$566.40

LINE	IMAGE	QTY	PRODUCT			UNIT SELL	EXT SELL
174		7	**C-HFTR-69** FILLER, "T" CONDITION, 69"H Panel Trim/Filler Style & Metal Pai Metal Paint Colour	THN P121	Thin White	$96.80	$677.60
175		20	**C-HFNR-69** FILLER, 90 DEGREE, 69"H Panel Trim/Filler Style & Metal Pai Metal Paint Colour	THN P121	Thin White	$101.20	$2,024.00
176		8	**C-HF4R-69** FILLER, 4 WAY CONNECTION, 69H Panel Trim/Filler Style & Metal Pai Metal Paint Colour	THN P121	Thin White	$72.00	$576.00
177		44	**C-PTGF-1630** FROSTED ACRYLIC TILE, 16H X 30W Metal Tiles Paint Colour	P121	White	$155.60	$6,846.40
178		4	**C-ES84-072-0** STARTER HARNESS,NO MOD,OPEN,72"L,8W,4C			$136.80	$547.20
179		7	**GHL2214** H Leg-Package of 1 Finish Selections by Manufacture (	166	AL-Platinum Metallic	$322.63	$2,258.41
					Work Stations A130 Subtotal		**$204,678.43**

Z- INSTALL AND SURCHARGES

180		1	**TARIFF** 5% net Tariff Surcharge 9TO5 SEATING			$2,521.08	$2,521.08
181		35	**INSTALL** INSTALL 9TO5			$45.00	$1,575.00

LINE	IMAGE	QTY	PRODUCT	UNIT SELL	EXT SELL
182		160	**INSTALL** INSTALL TAYCO	$95.00	$15,200.00
183		10	**INSTALL** INSTALL OCI	$45.00	$450.00
			Z- INSTALL AND SURCHARGES Subtotal		**$19,746.08**

Subtotal $441,097.05

GRAND TOTAL $441,097.05

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Contract Award: Contract with Pearson Bros., Inc. for 2026 Chip Seal Street Rehabilitation - Project No. J114

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:

Adopting a Resolution awarding a contract to Pearson Bros., Inc. in the amount of $873,916 for 2026 Chip Seal Street Rehabilitation - Project No. J114.

Report Narrative:

The City's ongoing street preservation program includes extending the life of City streets with a bituminous chip seal coating process. Chip sealing is a lower-cost pavement preservation method and is utilized to preserve and protect the streets' wearing layer before it starts to deteriorate to a condition that would require more expensive restoration efforts. This project would provide the contractor with resources to deliver and install the chip seal base coat and the fog seal coat on selected streets and cul-de-sacs. This year's project was estimated to cost $741,329 and will complete 33 centerline miles of chip seal. The following bids were received on March 17, 2026:

Pearson Bros., Inc.	$873,916
Allied Blacktop Company	$985,635
Asphalt Surface Technologies Corp.	$1,061,412
Fahrner Asphalt Sealers, LLC - Eau Claire	$1,252,860
Engineers Estimate	$741,329

The Public Works Department recommends that the Council proceed with an award to the apparent low bidder. Construction is scheduled to be substantially completed by August 14, 2026.

Priorities & Foundational Principles:

Quality Services for Quality Living
Economic Vibrancy & Growth Management

Policy Considerations & DEI Impact:

The condition of all City bituminous streets is assessed annually. Because we are trying to preserve streets in good condition, streets with higher pavement ratings determine the project locations each year - typically those that were milled and overlaid three years ago. This annual maintenance program invests in local streets across the community, including streets in low-income areas. Chip sealing maintenance is part of the asset management of our infrastructure to make sure past investments are preserved and the

life of our pavements is extended to their full-service life.

Prior Legislative Actions & Community Engagement:
February 18, 2026: Council Meeting - Authorize the City Clerk to advertise for bid.

Fiscal & Resource Impact:
A portion of funding, totaling $623,916, has been allocated from the 43115.82980 Infrastructure Maintenance - Contractual Services Budget. These funds are allocated from the annual municipal state aid maintenance funds. The remaining $250,000 is allocated from the J2201 Annual Bituminous Street Rehabilitation, Resurfacing, and Preservation.

Construction Materials and Annual Bituminous Street Rehabilitation, Resurfacing, and Preservation are adopted in the 2026-2031 Capital Improvement Plan (CIP) budget.

Despite the recommended contract exceeding the engineer's estimate, adequate funds are available to complete the project.

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

Prepared By:
Dan Plizga

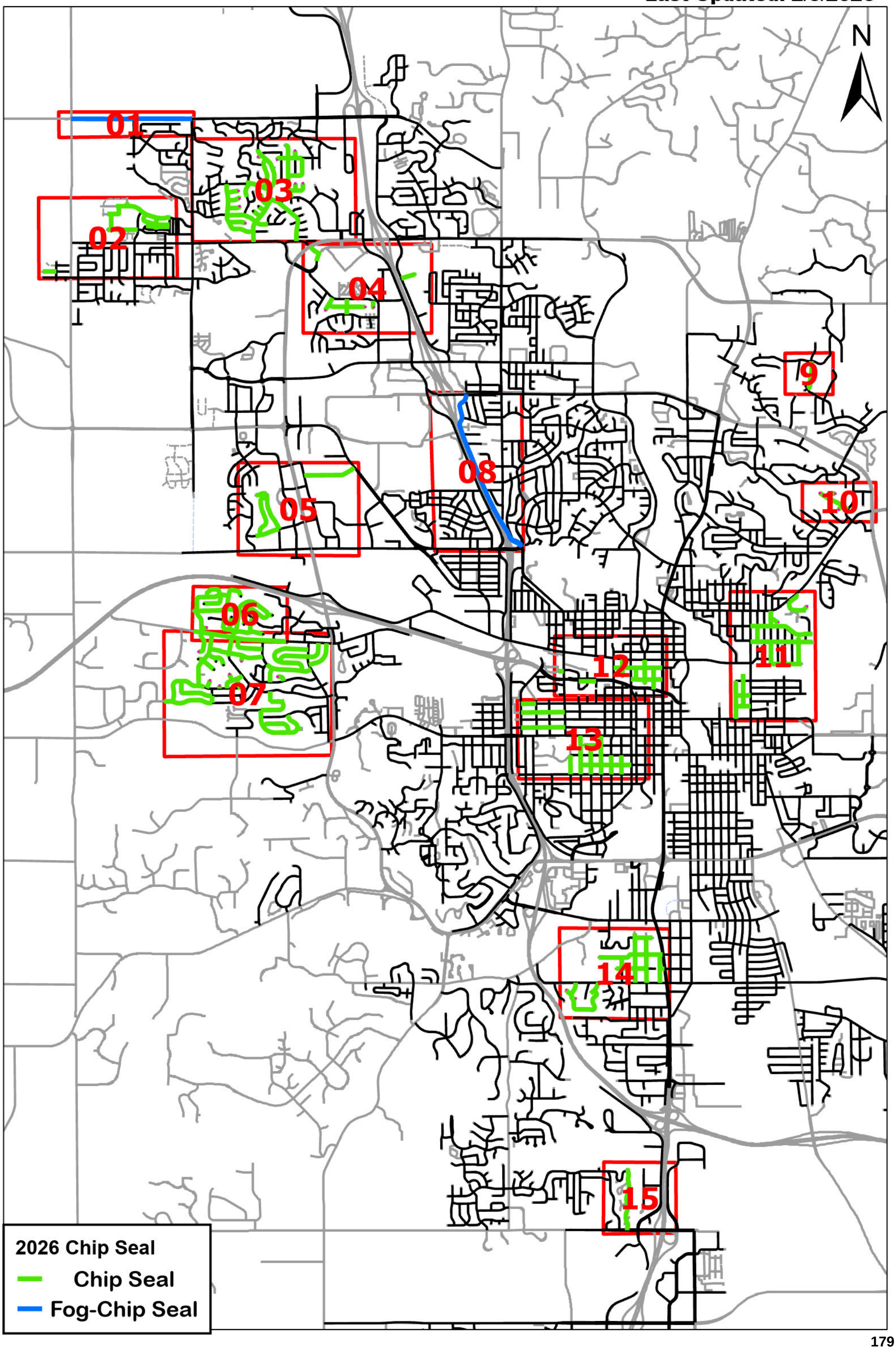
Attachments:
Location Map - 2026 Chip Seal Street Rehabilitation - Project No. J114

Standard form of contract - 2026 Chip Seal Street Rehabilitation â€“ Project No. J114

Resolution - Award of Contract - 2026 Chip Seal Street Rehabilitation â€“ Project No. J114

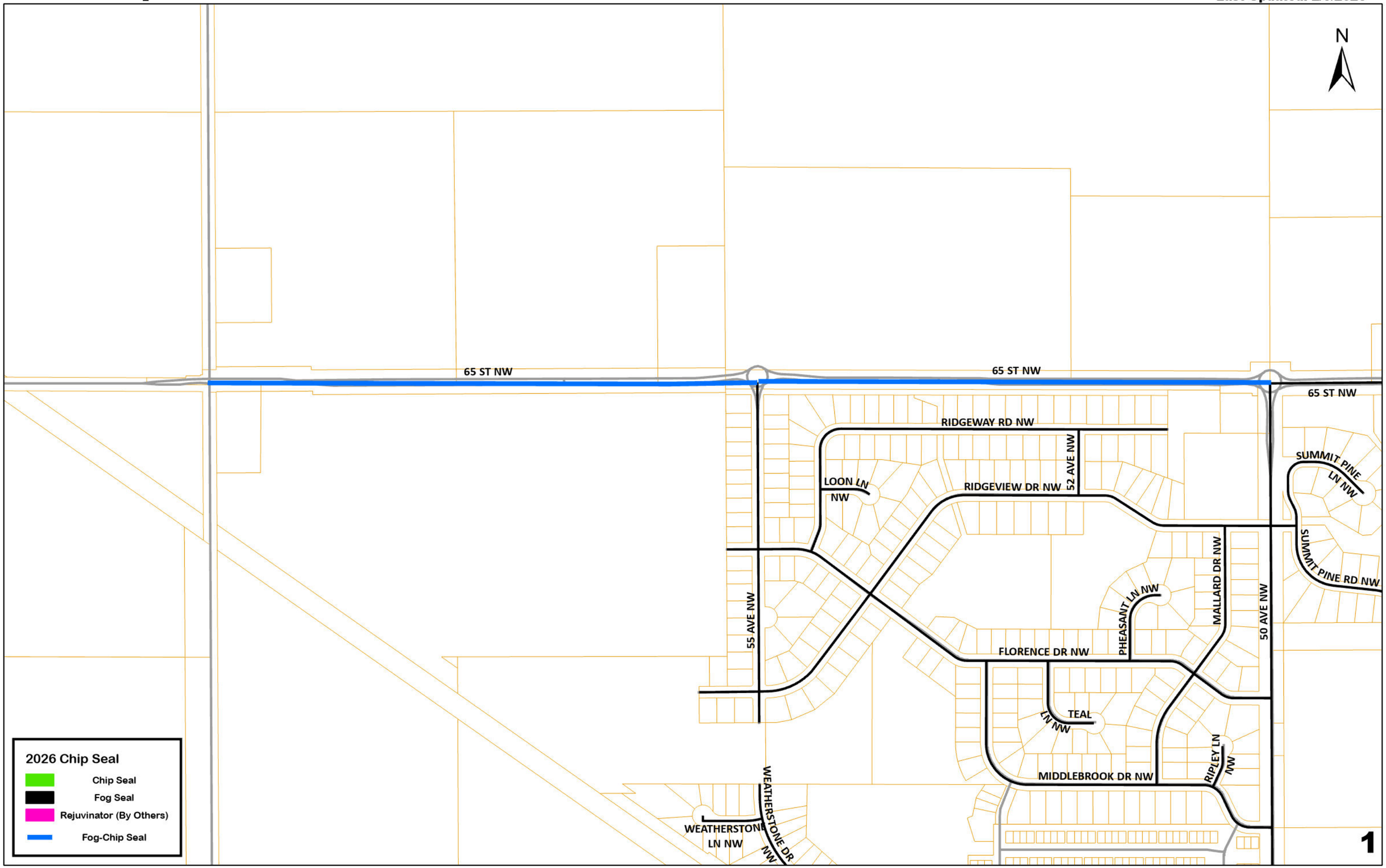
2026 Chip Seal

Last Updated: 2/5/2026



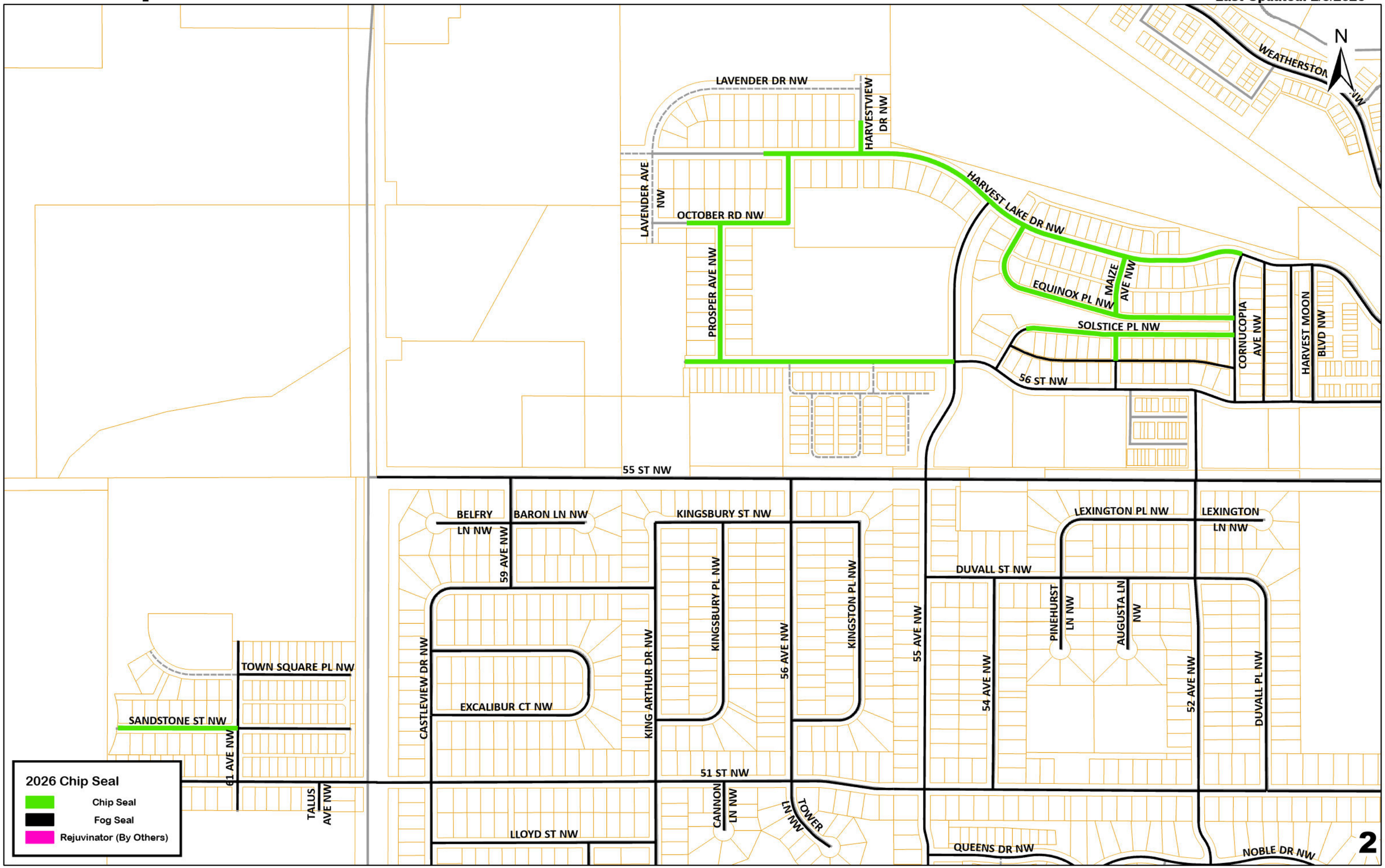
2026 Chip Seal

Last Updated: 2/5/2026



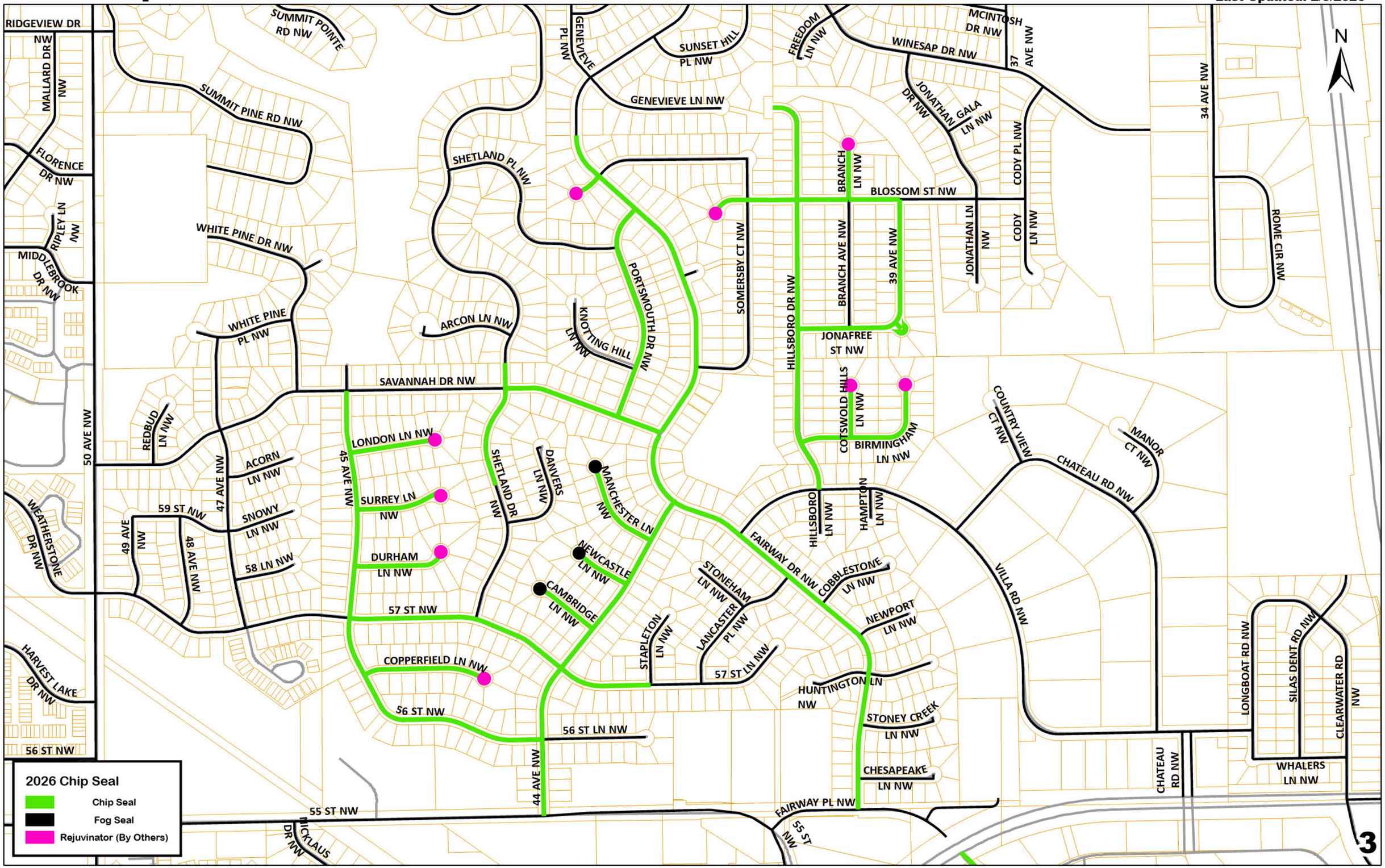
2026 Chip Seal

Last Updated: 2/5/2026



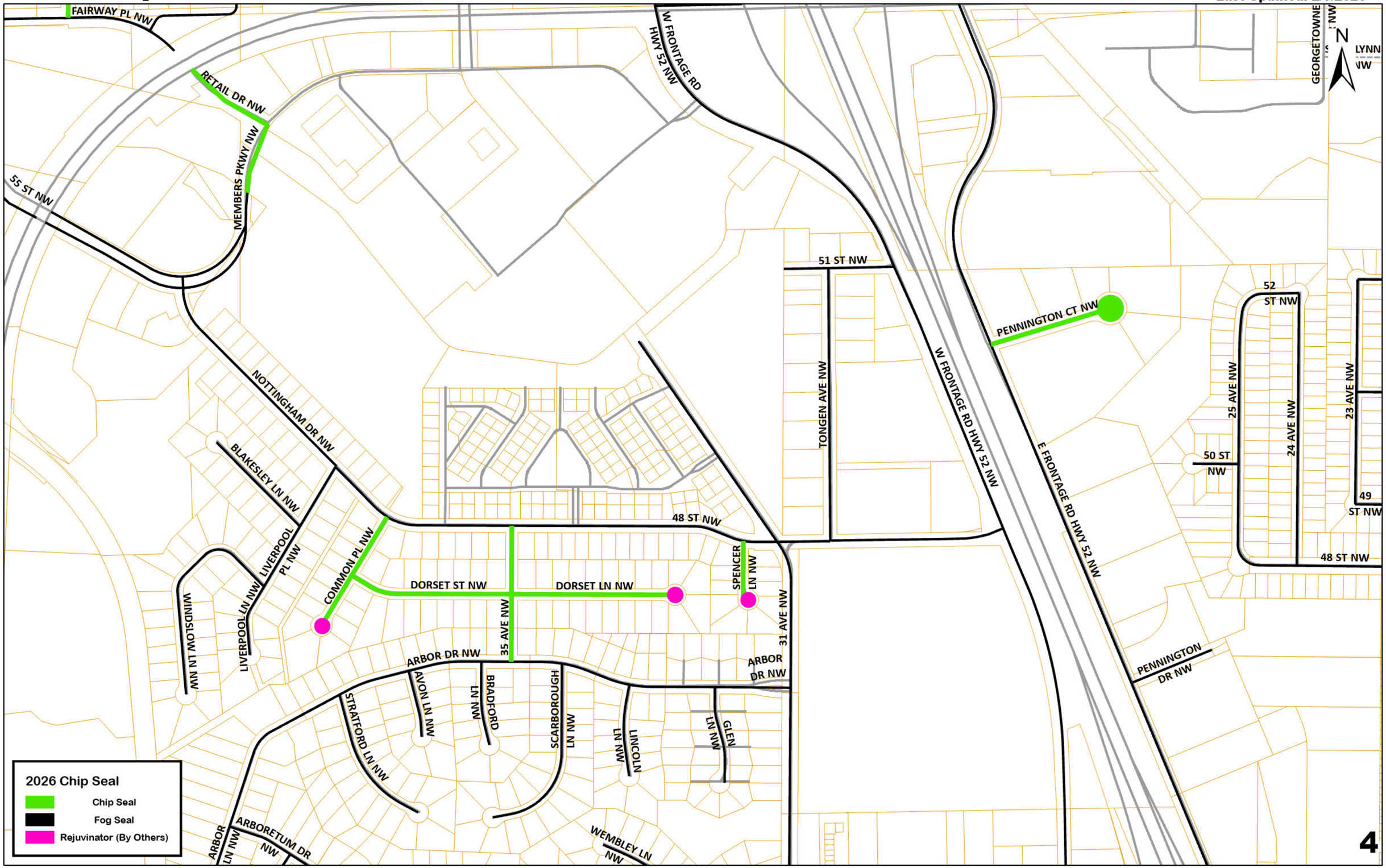
2026 Chip Seal

Last Updated: 2/5/2026



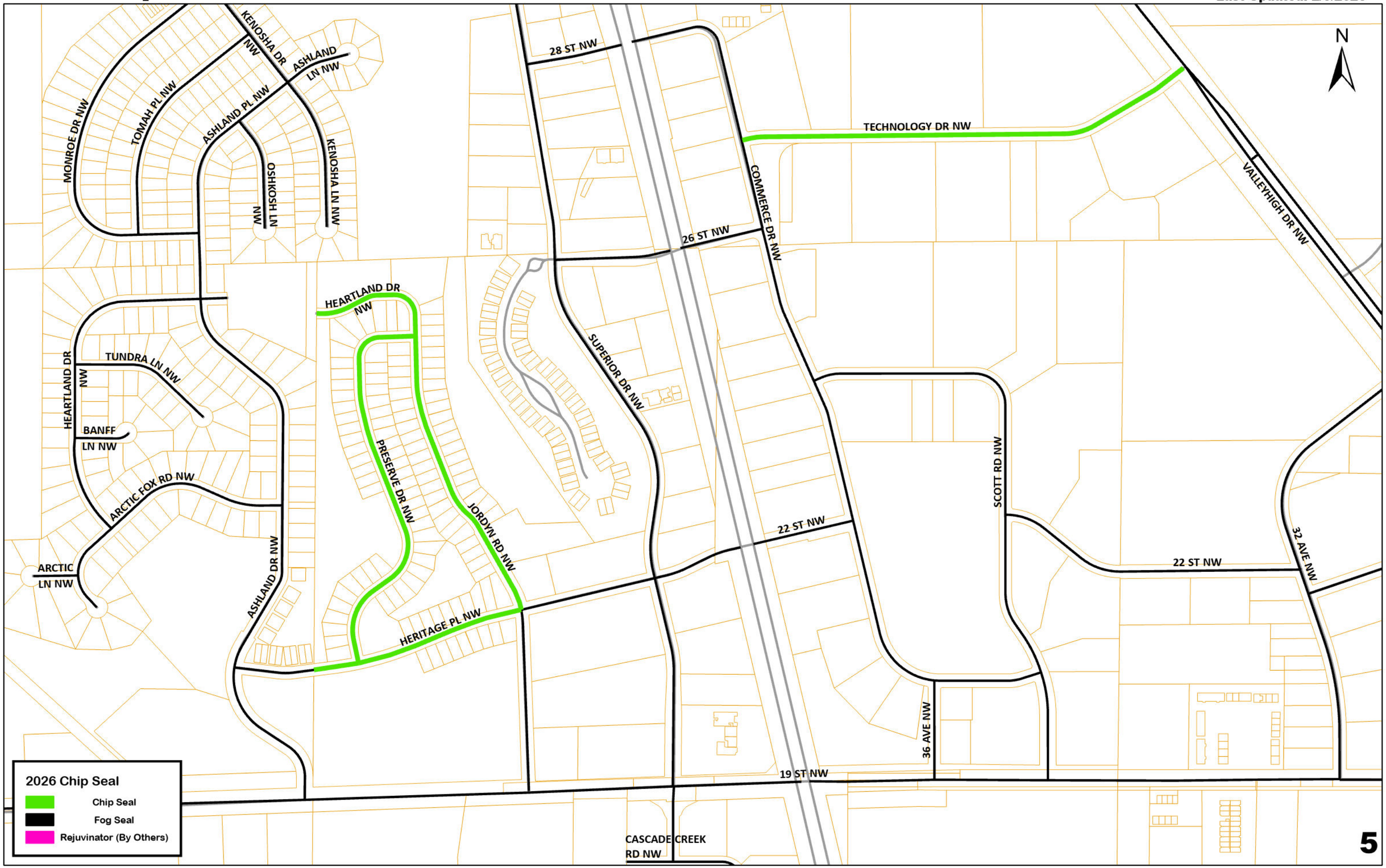
2026 Chip Seal

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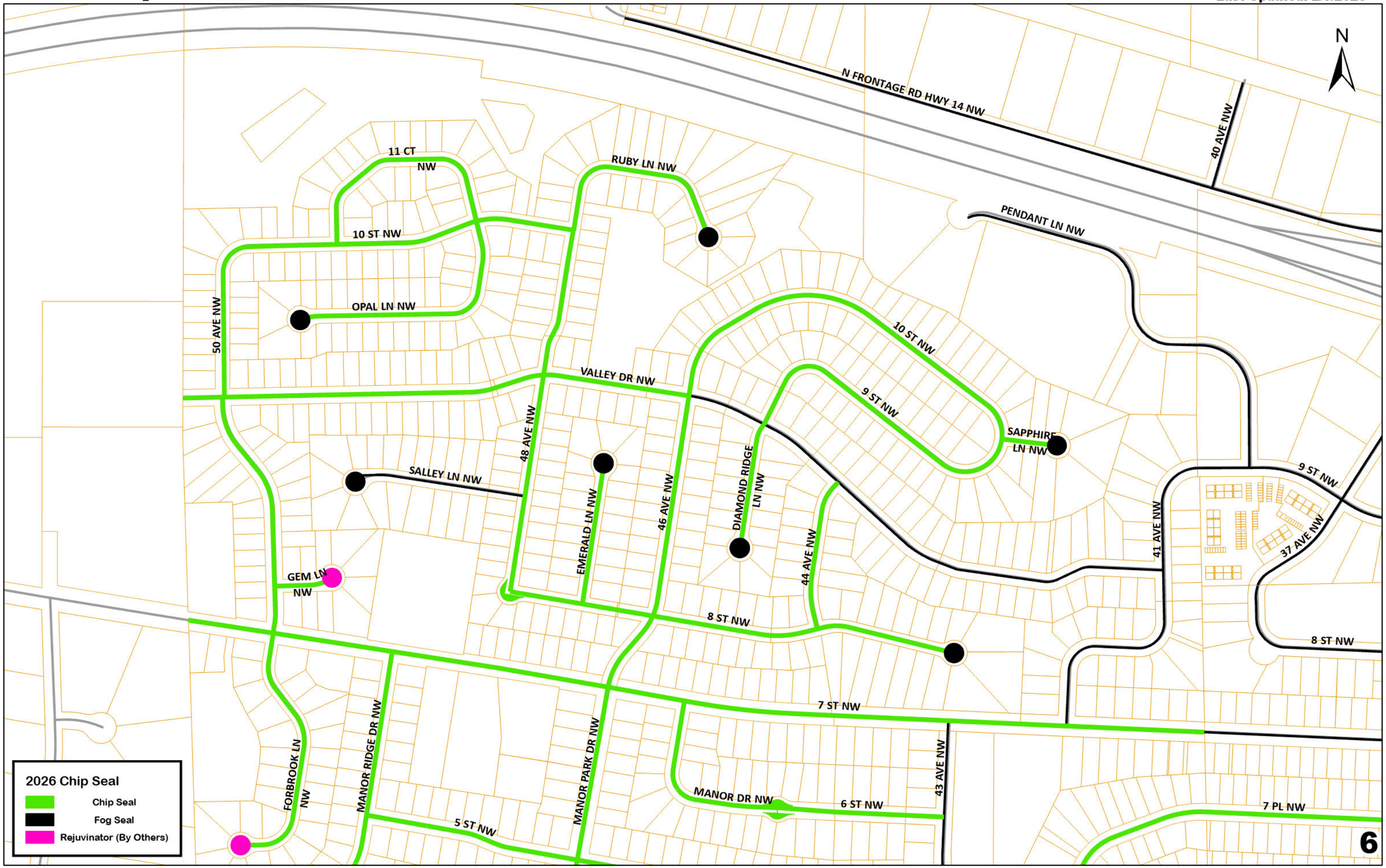
2026 Chip Seal

Last Updated: 2/5/2026



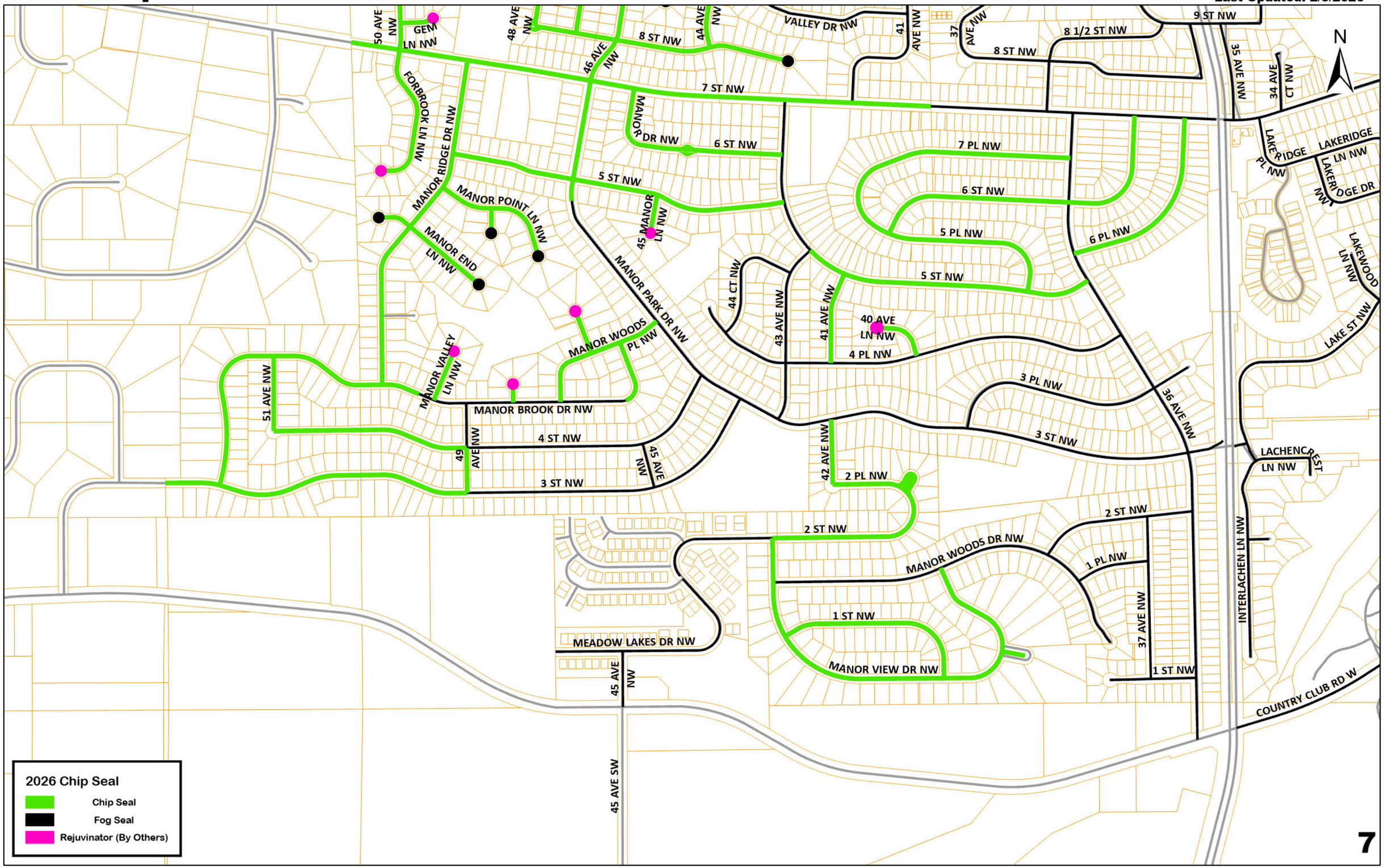
2026 Chip Seal

Last Updated: 2/5/2026



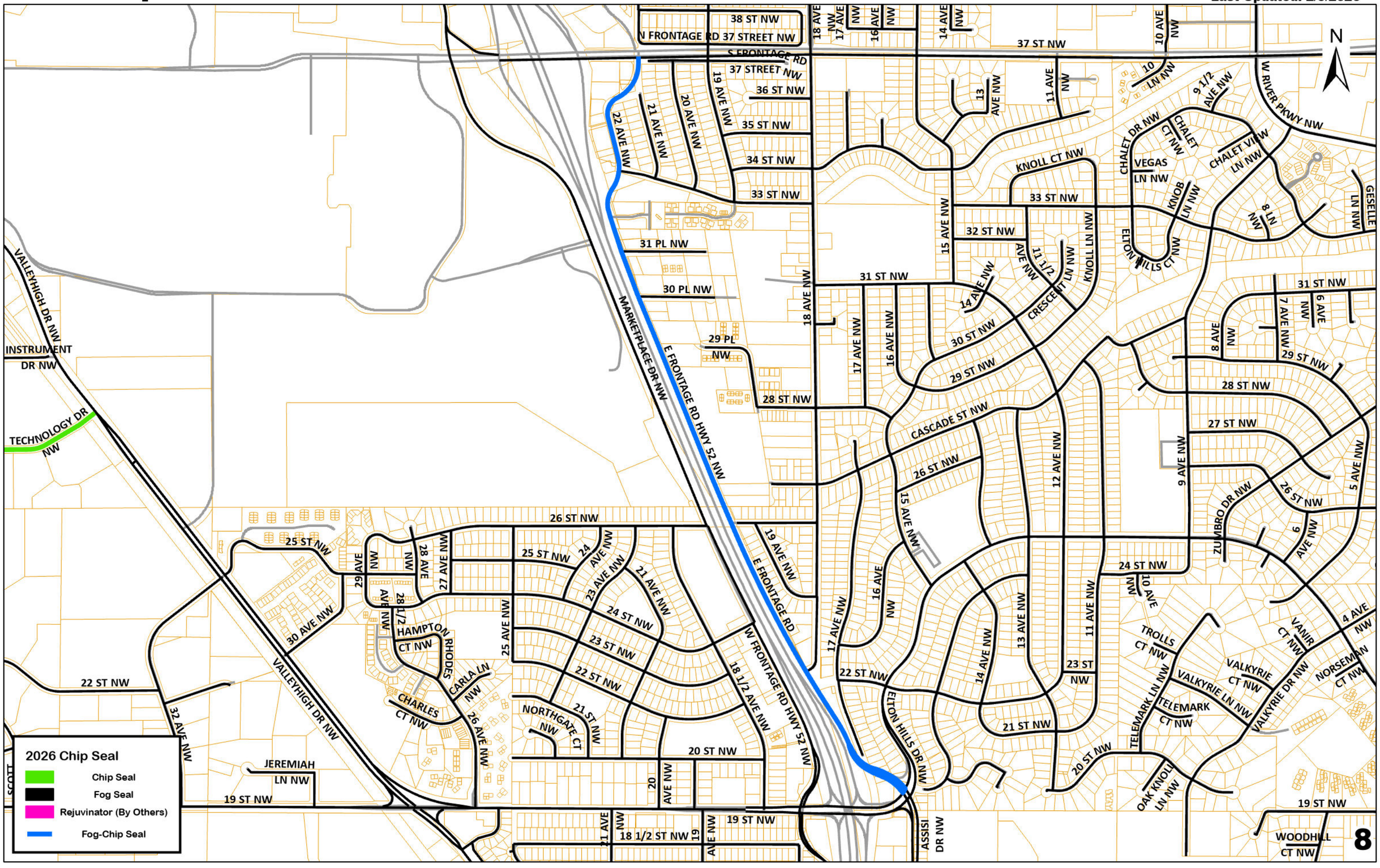
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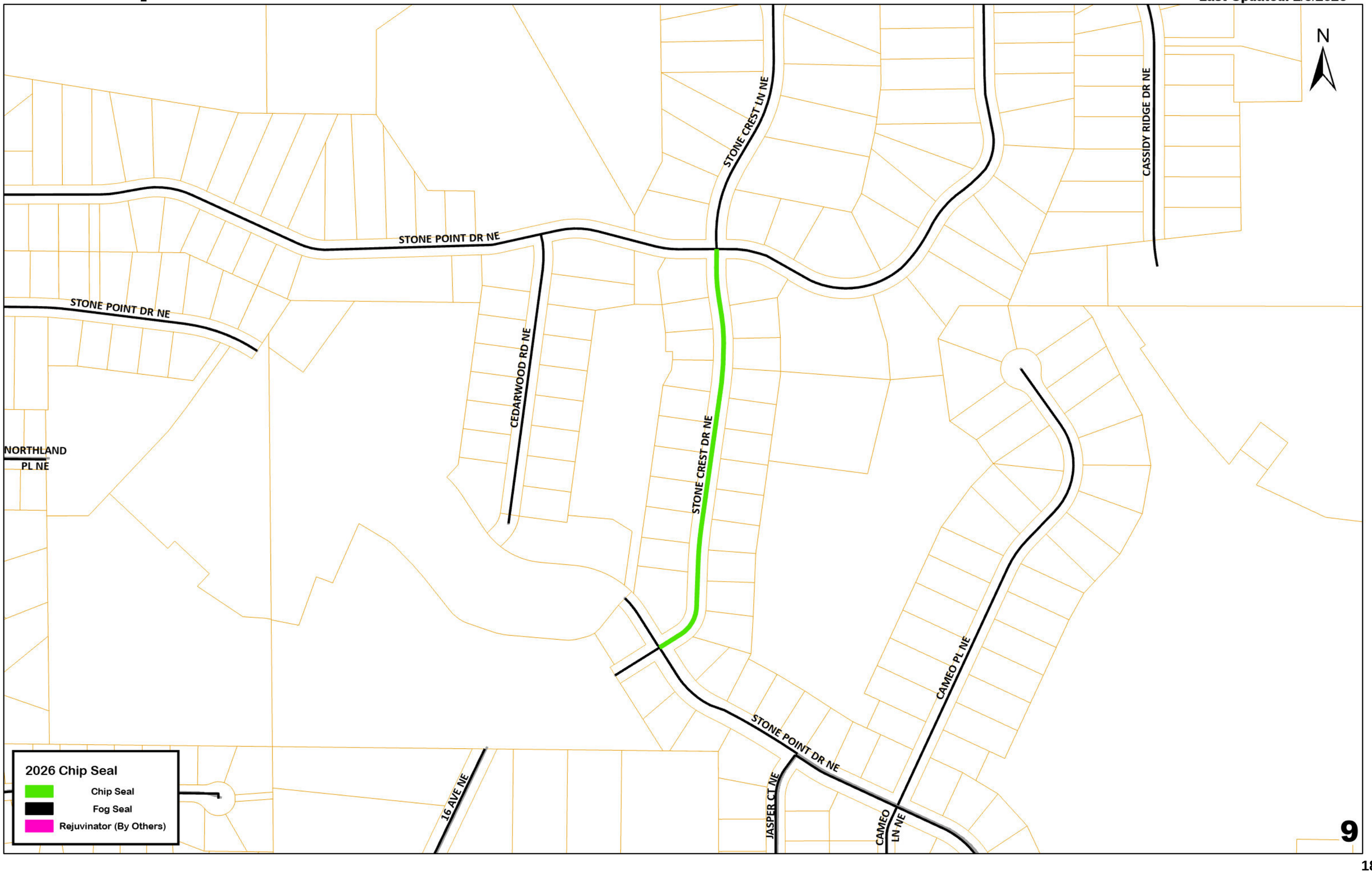
2026 Chip Seal

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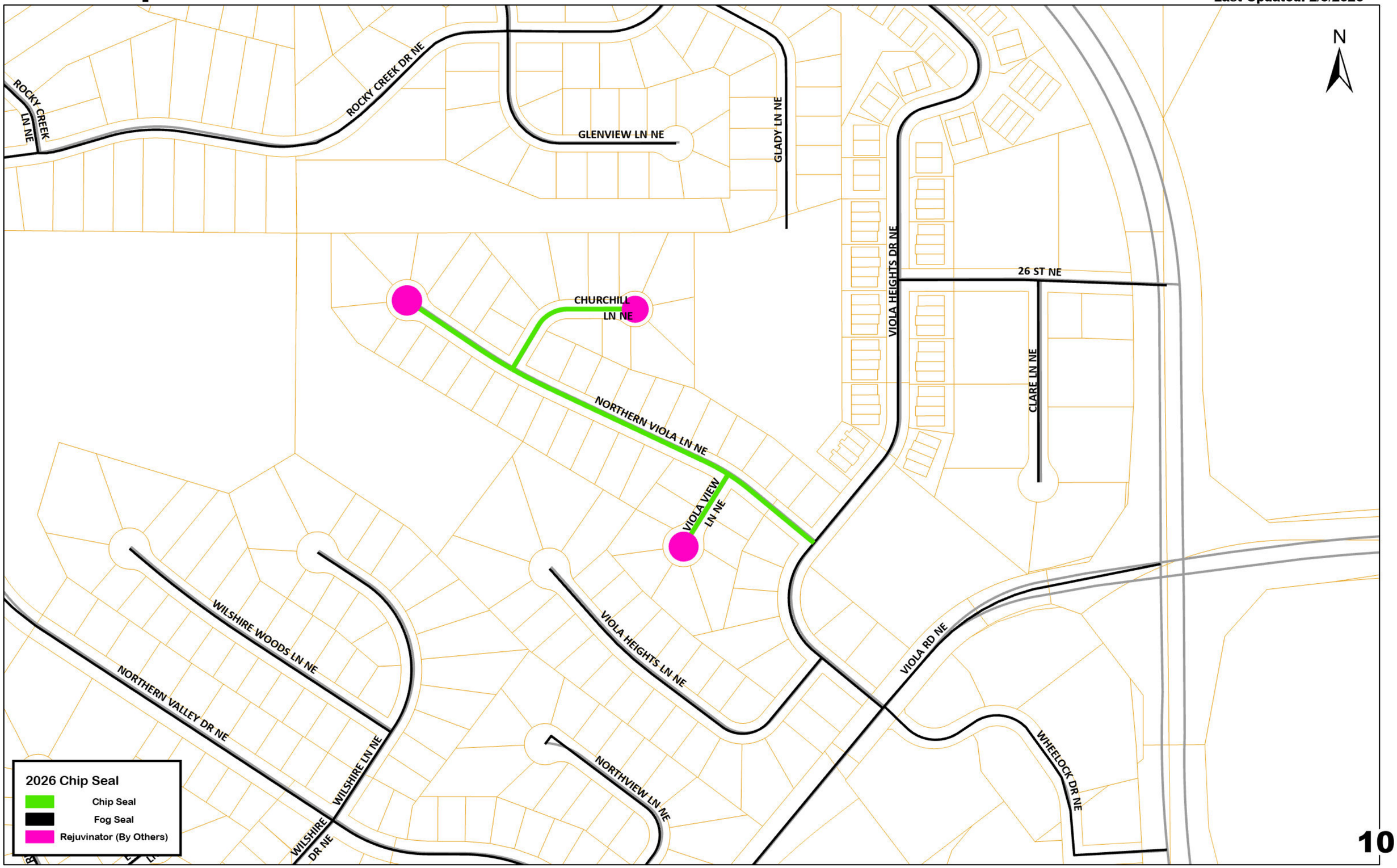
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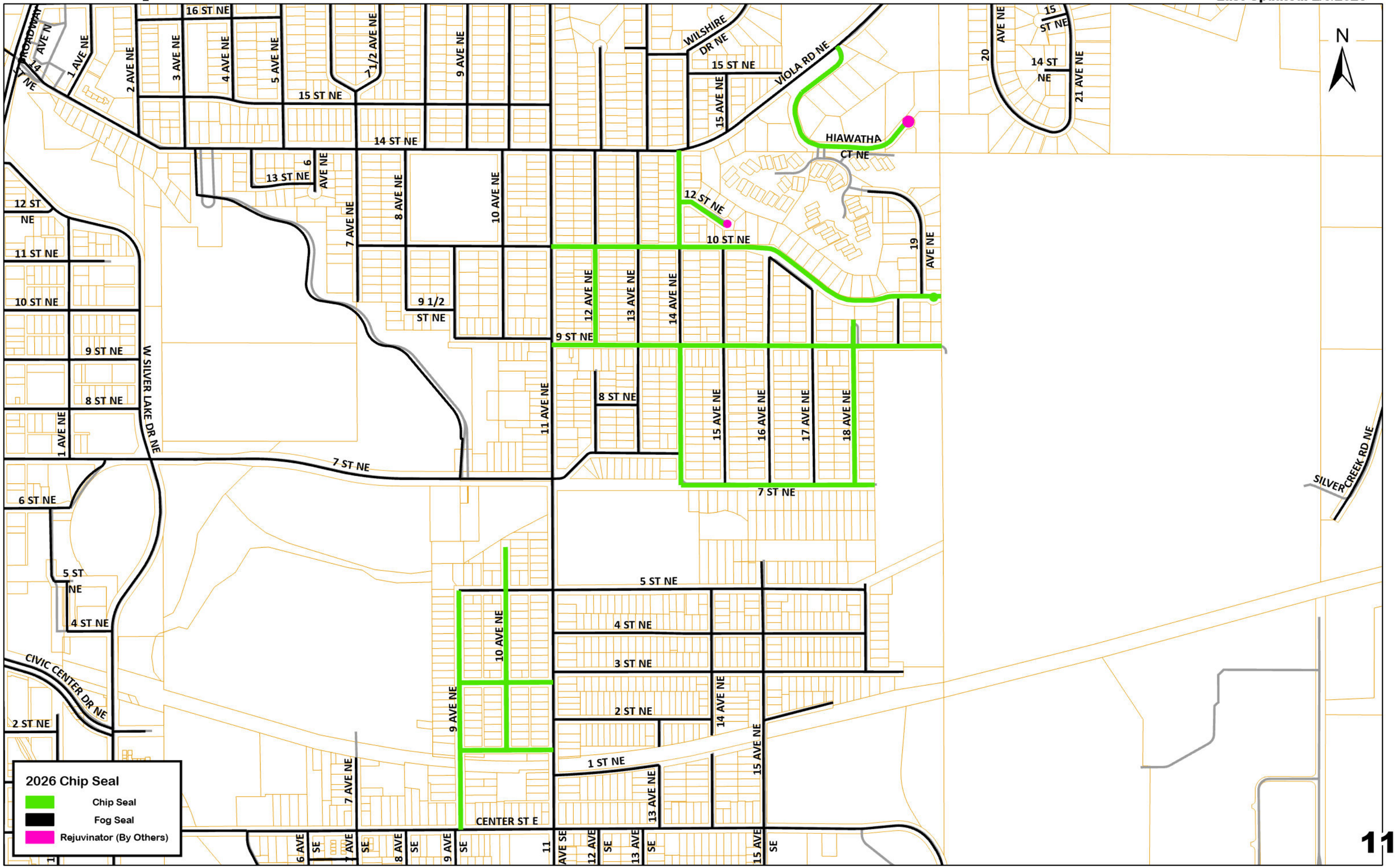
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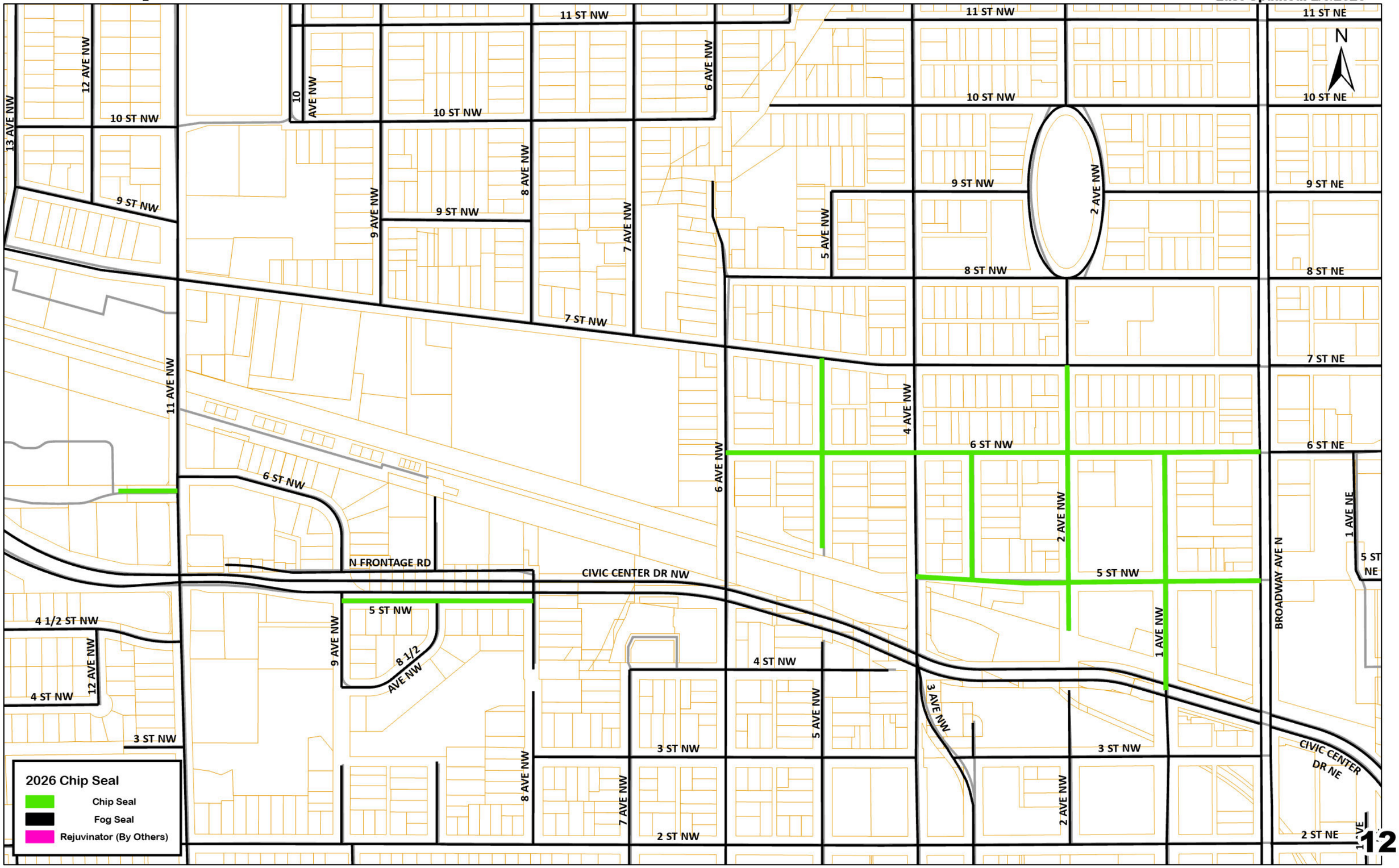
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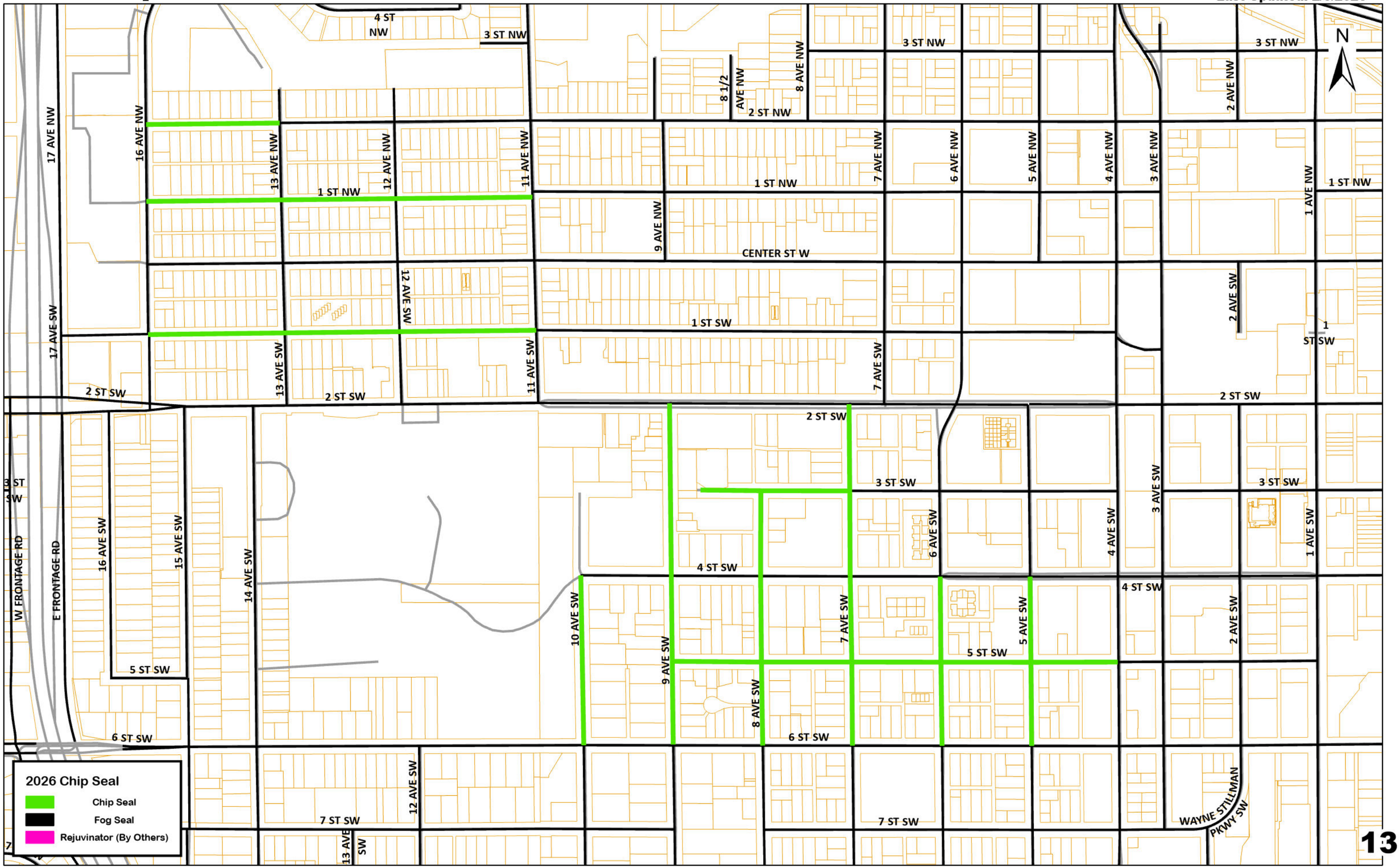
2026 Chip Seal

Last Updated: 2/5/2026



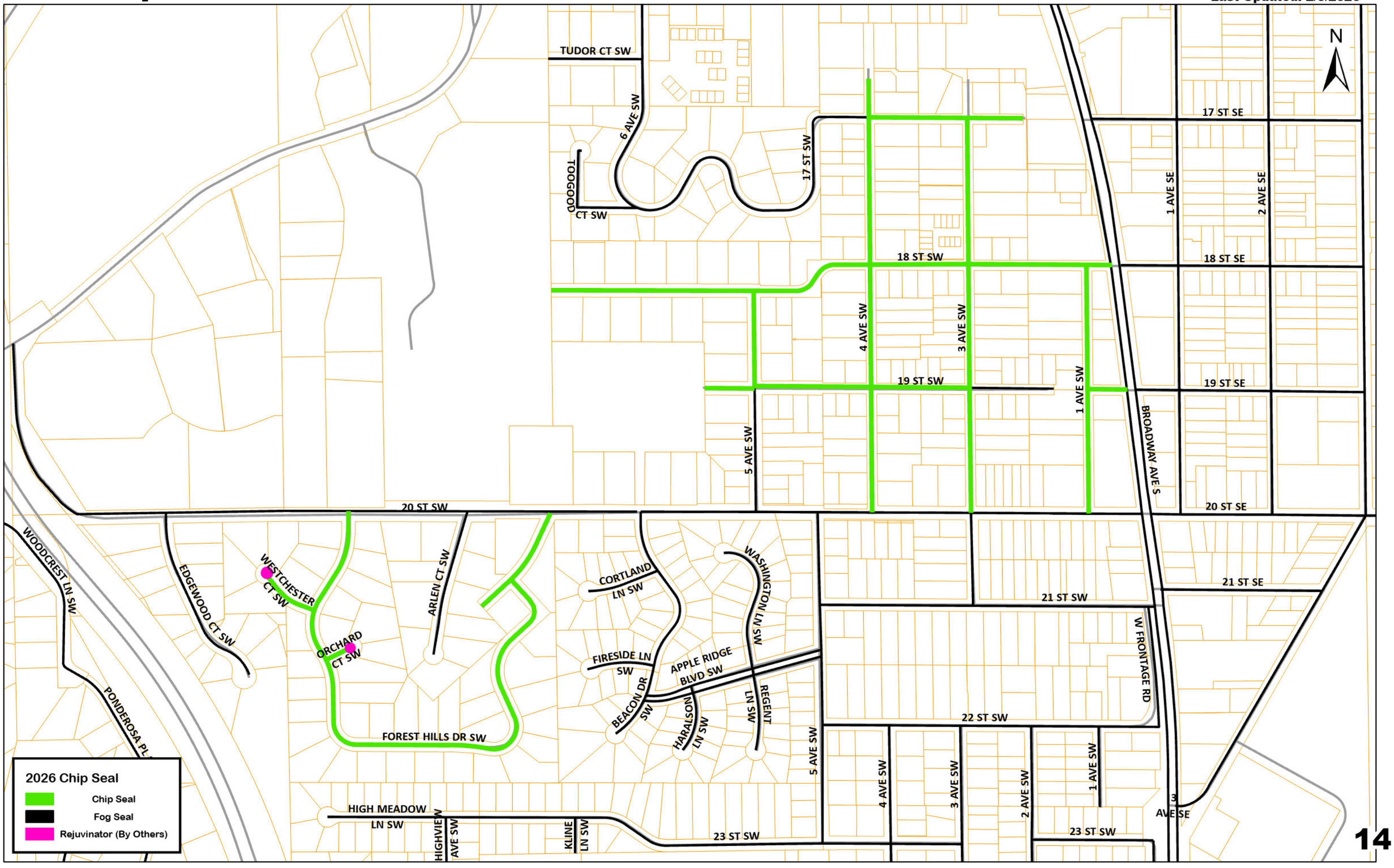
2026 Chip Seal

Last Updated: 2/5/2026



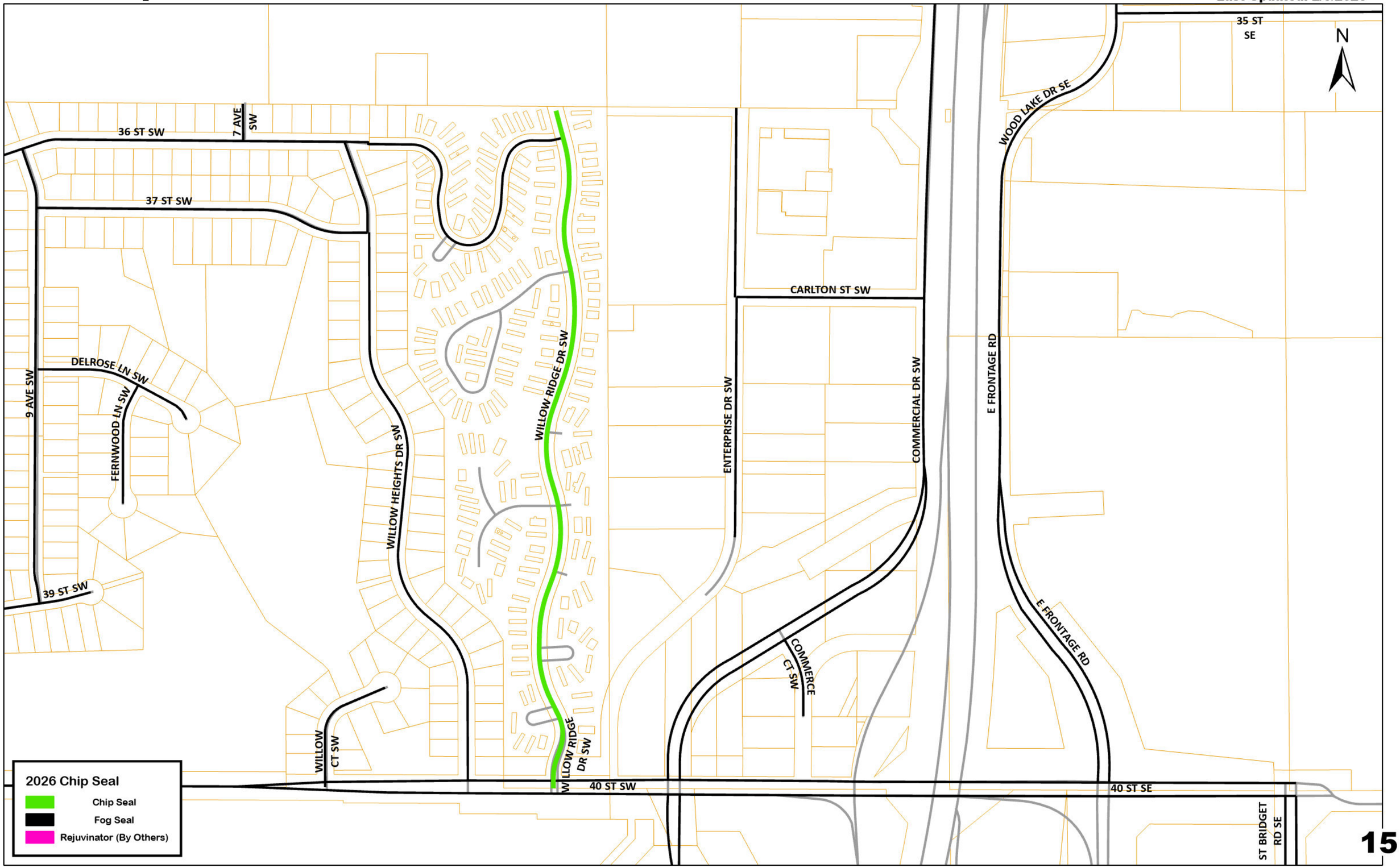
2026 Chip Seal

Last Updated: 2/5/2026



2026 Chip Seal

Last Updated: 2/5/2026



CITY OF ROCHESTER, MINNESOTA
FORM OF CONTRACT

THIS AGREEMENT, made and signed this _____ day of _____, 2026, by and between the City of Rochester, Minnesota, hereinafter called the "Owner" and **Pearson Bros. Inc., 11079 Lamont Ave NE, Hanover, MN 55341** 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

J114 2026 Chip Seal Street Rehabilitation

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 **August 14, 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 **$873,916**.

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
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

J114 2026 Chip Seal Street Rehabilitation

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. J114 2026 Chip Seal Street Rehabilitation.

WHEREAS, pursuant to an advertisement for bids for the following improvement(s): Project No. **J114 2026 Chip Seal Street Rehabilitation**, the following bids were received complying with the advertisement:

Pearson Bros., Inc.	**$873,916**
Allied Blacktop Company	$985,635
Asphalt Surface Technologies Corp.	$1,061,412
Fahrner Asphalt Sealers, LLC - Eau Claire	$1,252,860; and

WHEREAS, it appears that **Pearson Bros., Inc.**, 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 **$873,916** is hereby accepted and execution of the standard City contract for construction with **Pearson Bros., Inc.**, is authorized for the following approved local improvements: Project No. **J114 2026 Chip Seal Street Rehabilitation**; 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

Contract Award: 2026 Sidewalk and Pedestrian Ramp Improvements NC District 2-1 - Project No. J4731

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:

Adopting a Resolution:

1. Approving a contract with Ti-Zack Concrete, LLC. in the amount of $3,886,587.18 for 2026 Sidewalk and Pedestrian Ramp Improvements NC District 2-1 - Project No. J4731.
2. Establishing Sidewalk Improvement District NC-2.
3. Establishing Sidewalk Improvement District rates to be collected from 2027 to 2031.

Report Narrative:

On November 14, 2022, the Council adopted the Sidewalk Improvement District (SID) Policy to administer the City's annual sidewalk replacement and repair projects. This is the fourth project to be delivered under this policy. The project will include sidewalk replacements and repairs and Americans with Disabilities Act (ADA) ramp reconstruction in the NC district, primarily in Project Area 2-1. Participating parcel owners will be charged SID fees on their annual property taxes.

A bid opening was held on March 17, 2026, with the following bids being submitted:

Ti-Zack Concrete, LLC in the amount of **$3,886,587.18**
Pember Companies, Inc. in the amount of **$5,933,881.90**

The Engineer's Estimate for construction costs was $4,377,367.The authorization to bid RCA noted that aging sidewalk conditions in this area required substantially more replacement than prior projects, driving the preliminary estimated annual residential rate up to $94. However, the bids received came in lower than the Engineer's Estimate, reducing the annual residential rate to $83.60. Public Works recommends the Council proceed with an award to the apparent low bidder, Ti-Zack Concrete, LLC. Construction is scheduled to begin on or after May 4, 2026, and to be substantially complete by October 23, 2026.

Priorities & Foundational Principles:

Quality Services
Fiscal Responsibility and Sustainability

Policy Considerations & DEI Impact:

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

- A more understandable, predictable, convenient, and affordable program for property owners.

- The cost of a walkable community is distributed among all residents.
- A more efficient program to administer.
- The inclusion of ADA transition funding in the SID program will help the City meet annual goals that previously went unachieved.

Prior Legislative Actions & Community Engagement:

November 14, 2022: Council Meeting - Sidewalk Improvement District (SID) Policy Adopted.
December 2022 - April 2023: Various presentations to community groups.
June 26, 2023: Council Meeting - SID Policy change to include the "Local Public" billing category adopted.
February 18, 2026: Council Meeting - Advertisement for Bids on Project No. J4731 Authorized.
February 25, 2026: Mailers to NC District property owners.

Fiscal & Resource Impact:

Sidewalk Improvement District (SID) Funding
The project is partially funded by SID fees collected from the NC District. The fee calculations for the 9,377 parcels participating in the project include the following costs:
SID ADA Transition - $831,250
In-District Sidewalk Repairs - $3,475,791.08
County Collection Cost - $91,550
Subtotal - $4,398,591.08

Distributing these costs to the participating parcels according to the policy results in the following fees collected from 2027 to 2031:

Parcel Type	Parcel Multiplier	Parcel Fee	5 Year Total	Parcel Count
Residential/Local Public - Without pedestrian facilities	0.5	$42.80	$214	2709
Residential/Local Public - With pedestrian facilities	1.0	$83.60	$418	6057
Non-Residential - Without pedestrian facilities	3.0	$246.80	$1234	166
Non-Residential - With pedestrian facilities	6.0	$491.60	$2458	445

Other Funding Sources:
The project also includes funding from the sources below. The storm water funds will be used to repair/replace storm water structures impacted by pedestrian ramp reconstruction and the majority of the 2026 Capital Improvement Plan (CIP) tax levy will be used to complete additional pedestrian ramp replacements.

Annual ADA Transition Tax Levy (J4665) - $486,000
Storm Water Utility Fund (J6504) - $54,157.90
Street Rehabilitation, Resurfacing and Preservation (J2201) $23,139
Subtotal - $563,296.90

Total Project:
The total estimated cost for this project was $5,413,236.40. The total proposed budget is $4,961,887.98, which includes Engineering, Interest, and Contingencies (EIC). The EIC includes fees paid to Olmsted County to collect SID payments on property taxes.

The contract line items for pedestrian ramp upgrades are below budget, so the initial contract with Ti-Zack is less than the proposed construction budget. Public Works will work with Ti-Zack or another contractor to maximize improvements within the budgeted $486,000 tax levy and $831,250 of ADA Transition funding.

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:

Tyler Spies

Attachments:

Standard Form of Contract - 2026 Sidewalk and Pedestrian Ramp Improvements NC District 2-1 - Project No. J4731

Budget Data Sheet - 2026 Sidewalk Improvement District Project - Project No. J4731

Resolution - Establishing Sidewalk Improvement District NC-2 and Rates to be Collected from 2027 to 2031.docx

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 **Ti-Zack Concrete, LLC, 39352 221 Ave, Le Center, MN 56057** 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

J4731 2026 Sidewalk and Pedestrian Ramp Improvements NC District 2-1

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 **October 23, 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 **$3,886,587.18.**

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

J4731 2026 Sidewalk and Pedestrian Ramp Improvements NC District 2-1

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

BUDGET DATA SCHEDULE FOR CONSTRUCTION CONTRACT

Project Manager Tyler Spies
Contractor: Ti-Zack Concrete LLC
Engineering Firm: City
Project Inspector: City

Project No.		**Capital Improvement Information:**		**Date of Origination**
J No.	4731	Year: 2026	Page No.:	
State Aid No.		Type:	CIP Project No.:	02/18/26
Description:	2026 Sidewalk and Pedestrian Ramp Improvements NC District 2-1			**Project Substantial Completion Date**

COUNCIL ACTION DATE	02/18/26	04/06/26	
	ENGINEER ESTIMATE / FEASIBILITY	**CONTRACT**	**FINAL**
CONSTRUCTION COSTS			
Water (150)	$6,250.00	$7,068.00	
Storm Sewer (450)	$45,000.00	$54,157.90	
Pedestrian Facilities (550)	$4,326,117.00	$3,825,361.28	
SUB-TOTAL	$4,377,367.00	$3,886,587.18	$0.00
Additional ADA Transition and Tax Levy Construction Budget	$171,916.00	$177,905.73	
Engineering, Interest, Contingencies	$995,823.40	$897,395.08	$0.00
TOTAL	$5,545,106.40	$4,961,887.98	$0.00

FUNDING DISTRIBUTION				
	SID fees (Ped Ramps)	$831,250.00	$831,250.00	
	SID fees (Sidewalk Repairs) include County Fee	$4,161,856.40	$3,567,341.08	
	Storm Water Utility Fund (J6504)	$45,000.00	$54,157.90	
	Annual ADA Transition Plan (J4665)	$486,000.00	$486,000.00	
	Street Rehabilitation, Resurfacing and Preservation (J2201)	$21,000.00	$23,139.00	
	TOTAL	$5,545,106.40	$4,961,887.98	$0.00

FUNDING DISTRIBUTION PERCENTAGE				
	SID fees (Ped Ramps)	15.0%	16.8%	
	SID fees (Sidewalk Repairs) include County Fee	75.1%	71.9%	
	Storm Water Utility Fund (J6504)	0.8%	1.1%	
	Annual ADA Transition Plan (J4665)	8.8%	9.8%	
	Street Rehabilitation, Resurfacing and Preservation (J2201)	0.4%	0.5%	
	TOTAL	100.0%	100.0%	0.0%

RESOLUTION

Awarding Contract for 2026 Sidewalk and Pedestrian Ramp Improvements NC District 2-1 - Project No. J4731, establishing Sidewalk Improvement District NC-2, and establishing rates to be collected from 2027 to 2031.

WHEREAS, The City Council adopted the Sidewalk Improvement District Program for the annual repair and replacement of City sidewalks on November 14, 2022; and

WHEREAS, pursuant to an advertisement for bids for the following improvement(s): **2026 Sidewalk and Pedestrian Ramp Improvements NC District 2-1 - Project No. J4731**, the following bids were received complying with the advertisement:

Ti-Zack Concrete, LLC	**$3,886,587.18**;
Pember Companies, Inc	$5,933,881.90; and

WHEREAS, it appears that Ti-Zack Concrete, Inc. is the lowest responsive and responsible bidder; and

WHEREAS, implementation of the program requires establishment of the Districts contributing to annual repair and replacement of City sidewalks; and

WHEREAS, implementation of the program also requires establishment of the Project Areas within Districts where annual repair and replacement of City sidewalks will be focused; and

WHEREAS, implementation of the program also requires establishment of the rates assessed to parcels within each District.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Rochester that the bid of **$3,886,587.18** is hereby accepted and execution of the standard City contract for construction with **Ti-Zack Concrete, LLC.,** is authorized for the following approved local improvements: **2026 Sidewalk and Pedestrian Ramp Improvements NC District 2-1 - Project No. J4731**; 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; and

BE IT FURTHER RESOLVED that Sidewalk Improvement District NC-2, shown in the attached figure and generally described as:

> Parcels within City limits starting at 7 Ave SW & 1 ST SW, going west on 1 ST SW to the centerline of Hwy 52, then following Hwy 52 north to 65 ST NW, then following the City Limits boundary north and east to 18 Ave NW, following 18 Ave NW south to 55 ST NW, east to the City Limits boundary, following that to the west side of Foster Arend Park, south to 37 ST NW, west to the Zumbro River, following the Zumbro River to Broadway Ave N, then south to W Silver Lake Dr NE, east of W Silver Lake Dr NE to 7 ST NE, east 800', then following Silver Lake southwest to the railroad tracks, then following the DMC Boundary back to 7 Ave NW & 1 ST NW.

is established for sidewalk replacements and repairs to be completed in 2026 and assessed to participating parcels in the District from 2027 to 2031.

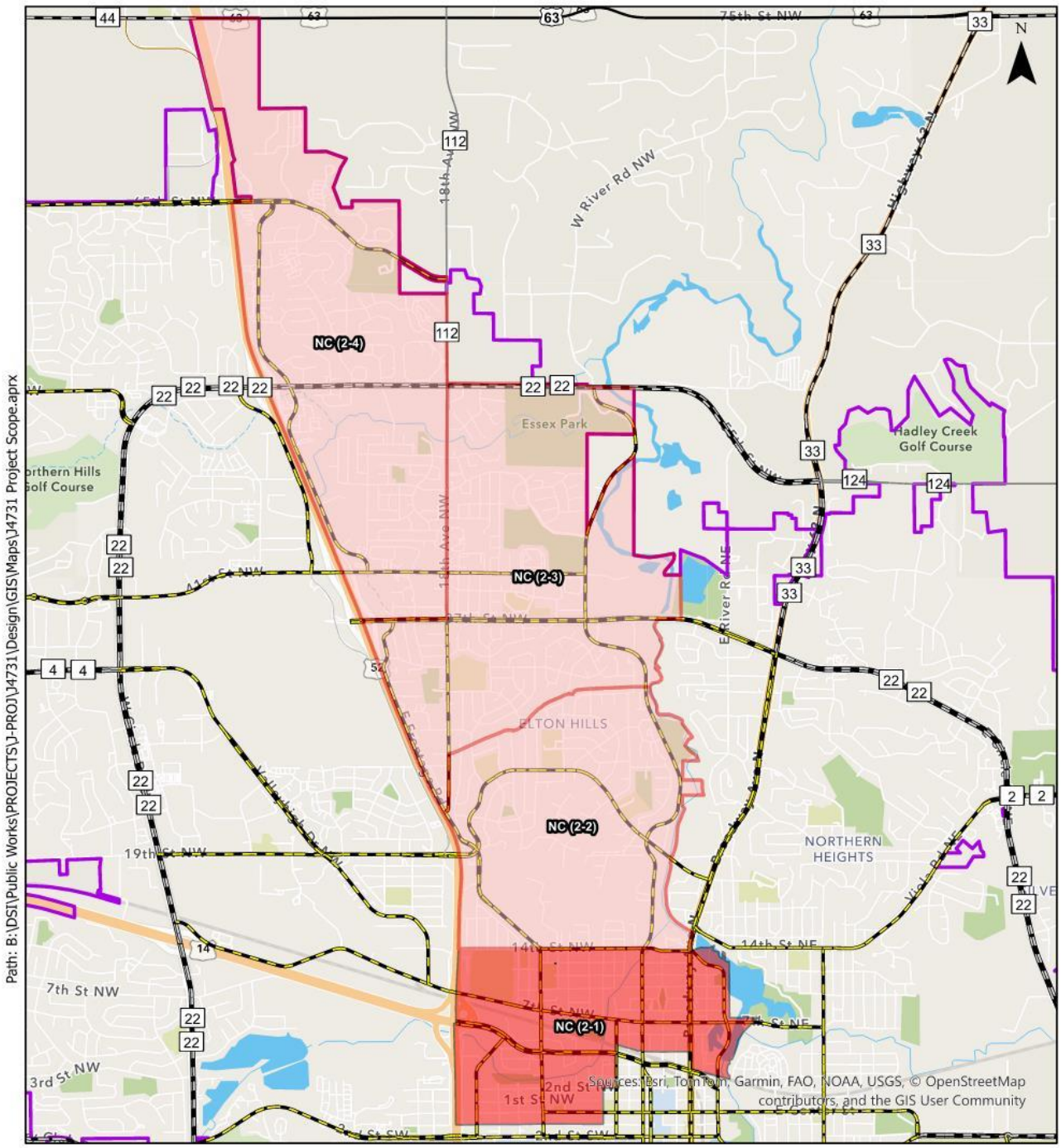
BE IT FURTHER RESOLVED that Project Area NC 2-1, shown in the attached figure and generally described as:

> Parcels within City limits starting where Hwy 52 NW passes 14 ST NW, following 14 ST NW east to W Silver Lake Dr NE, running east of W Silver Lake Dr NE to 7 ST NE, east 800' then following Silver Lake southwest to the railroad tracks, then following the DMC Boundary to Hwy 52 and then north to where Hwy 52 NW passes 14 ST NW.

is established as the project area for sidewalk replacements and repairs for the 2026 construction season.

BE IT FURTHER RESOLVED that participating parcels in District NC-2 will be assessed at the following annual rates from 2027 to 2031:

Residential (without sidewalk)	$42.80
Local Public (without sidewalk)	$42.80
Residential	$83.60
Local Public	$83.60
Non-Residential (without sidewalk)	$246.80
Non-Residential	$491.60
Non-Participating	$0.00



Sidewalk Improvement District 2 - NC

CITY OF ROCHESTER MINNESOTA

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.

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

Contract Award: City Owner Contract Testing Services for Regional Sports and Recreation Complex - Project No. J2870

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
City Administration

AGENDA SECTION:
Consent Agenda

PRESENTER:
Zack Wood

Action Requested:

Awarding a time and material professional service contract not to exceed $191,400 to Bolton and Menk for required City Owner Contract testing services for the Regional Sports and Recreation Complex - Project No J2870.

Report Narrative:

As part of the construction of the Regional Sports and Recreation Complex (RSRC), Project No. J3069, the City is required to comply with the provisions of the City of Rochester's Development code, which mandate the engagement of a qualified testing firm to perform required field observation, coordination and documentation of the installation of project elements including mass grading, bituminous streets and trails, curb and gutter, sanitary sewer, watermain and storm sewer systems. These inspections are necessary to verify that construction installation processes meet all applicable code requirements and certifications for development of public infrastructure systems. In fulfillment of this requirement, the City solicited three professional services proposals from qualified firms to provide the necessary special inspection services. Upon receipt, the proposals were thoroughly evaluated by the City of Rochester's project management team in collaboration with the design team and construction manager. Following this review process, the professional services proposal submitted by Bolton and Menk has been identified for approval. Approval of this proposal will ensure that the City remains in compliance with City Development Code requirements while supporting the timely and successful completion of the RSRC project.

Priorities & Foundational Principles:

Quality Services
Transformational Capital Projects

Policy Considerations & DEI Impact:

The Regional Sports & Recreation Complex Project will follow the City's targeted business utilization and workforce participation goals. The completed project will provide opportunities for the community to utilize the facility. Trails for walking, running, and biking, connecting to the funded and planned Willow Creek trail. Outdoor recreation promotes health and wellness, with well-documented benefits for physical and mental health. Activities in nature improve cardiovascular health, mobility, flexibility, and reduce the risk of health issues. Designing the facility to be accessible ensures these benefits are available to everyone, regardless of age or ability, creating an inclusive and healthy space for all.

Prior Legislative Actions & Community Engagement:

February 6, 2023: Council Meeting - Agreement with ISG for Professional Services to Further Inform the RSRC Local Option Sales Tax Proposed Project Approved.
March - June 2023 - Community Working Group Process
July 24, 2023: Council Meeting - Gaps Analysis, Community Engagement, Preliminary Design Program, and Projected Future Operations and Maintenance for the RSRC report.
July 24, 2023: Council Meeting - Adopted the sales tax extension ballot language
November 7, 2023 - City Special Election (Voter Passage of Local Sales Tax)
January 29, 2024: Council Study Session - Local Sales Tax Update provided to City Council
February 21, 2024: Council Meeting - First Reading for Local Sales Tax Implementation
March 4, 2024: Council Meeting -Request for Proposals (RFP) for operations and programming planning activities for the RSRC
March 18, 2024: Council Meeting - Local Sales Tax Renewal Implementation
May 20, 2024: Council Meeting - Approval of Operator Planning Professional Services
June 10, 2024: Council Meeting - Executive Session - Property sites for RSRC project discussed
August 2024: Council Meeting - Request for Proposals (RFP) for Design professional services
August 5, 2024: Council Meeting - Assignment and Assumption of Purchase Agreements for the three properties under consideration for the RSRC approved
September 23, 2024: Council Meeting - Request for Qualifications (RFQ) / Request for Proposals (RFP) for Construction Manager at Risk (CMAR) professional services
October 14, 2024: Executive Session - Property sites for RSRC project discussed.
October 21, 2024 Council Meeting - Approval of Design Services
November 18, 2024: Council Meeting - Approval of CMAR Services
February 3, 2025: Real Estate Purchase and Design Direction
March - May 2025 - RSRC Community Working Group Process
June 2, 2025 - Rezoning and Annexation of RSRC Property
July 28, 2025 - Study session - Operating Model Discussion
October 6, 2025: Council Meeting – Authorized Bid Award
November 18, 2025 - Neighborhood Informational Meeting
November 17, 2025 - RCTC meeting
December 8, 2025 - Authorization of Guaranteed Maximum Price (GMP) Amendment - Approved

Fiscal & Resource Impact:

The $65M budget for this project will be funded by the Local Sales Tax designated for the Regional Sports and Recreation Complex. The project scope has several large components that are not included in the CMAR contract. These prioritized items listed above in the report will be incorporated as additional funding is secured or contingency is released. $9,500,000 has been spent to-date on this project for land procurement, design, preconstruction services and other miscellaneous costs.

Alternative Action(s):

No alternative actions are recommended at this time

Prepared By:

Zachary Wood

Attachments:

Civil Amendment - Public Improvement Inspection

BOLTON & MENK
Real People. Real Solutions.

2900 43rd Street NW
Suite 100
Rochester, MN 55901

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

March 16, 2026

Mr. Von Peterson
TSP, Inc
1500 Highway 52 North
Rochester, MN 55901

RE: Scope & Fee Amendment: Public Infrastructure Construction Observation
Civil Engineering Services
Rochester Regional Sports & Recreation Complex

Dear Mr. Peterson:

This letter includes a scope and fee amendment to the executed AIA Standard Form and Agreement Between Architect and Consultant dated October 22, 2024 ("original contract").

CIVIL/SITE SCOPE CHANGE

The new construction of the Rochester Regional Sports & Recreation Complex includes "public" infrastructure components which require construction observation, documentation and testing under the City Owner Contract Process. Since the City is the developer on this project, a formal City Owner Contract is unnecessary; however, technical services are still needed to perform the necessary field observation, coordination, and documentation.

The applicable public project elements are listed below:

- Mass grading within public right-of-way (or Outlot A)
- Bituminous Street w/ Concrete Curb & Gutter
- Bituminous Trail and Walks (Adjacent to streets)
- Sanitary Sewer, Watermain and Storm Sewer

Unless otherwise noted above, the listed elements are limited to those within the public right-of-way or Outlot A. **Attachment A** contains marked up plans which highlight the applicable work components requiring observation and associated with this amendment.

The remainder of this page has been intentionally left blank

Construction Services will be provided by Bolton & Menk, in general accordance with the following table:

Activity	Level of Inspection	Time (%)
Site Clearing & Grubbing	Part Time	25%
General Site Grading & Excavation	Part Time	25%
Underground Utility Work and Trench Compaction	Full Time	100%
Street Subgrade Preparation / Compaction	Full Time	100%
Aggregate Base Placement	Part Time	50%
Aggregate Base Compaction / Proof Roll Test	Full Time	100%
Curb and Gutter, Sidewalk Preparation	Part Time	25%
Curb and Gutter, Sidewalk String Line Check / Verification	Full Time	100%
Curb / Gutter, Sidewalk Pouring	Full Time	100%
Bituminous Non-Wear	Full Time	100%
Bituminous non-wear prior to wear	Full Time	100%
Bituminous Wear Placement	Full Time	100%
Concrete Street Placement [1]	~~Full Time~~ None	~~100%~~ 0%
All required stage testing of piping, subgrade, base[2]	~~Full Time~~ See note	~~100%~~ 0%
Stormwater Facilities [3]	~~Full Time~~ None	~~100%~~ 0%
All required Stage testing of piping, subgrade, base and paving	As Required	As Required
Other activities as directed by Engineer or City[4]	As Required	As Required

Notes:

1. Work does not apply to this Project
2. Direct testing of construction materials is contracted separately and outside of this agreement. Bolton & Menk's work will be limited to coordinating the testing for public improvements as needed to need city requirements. Time is accounted for in the applicable construction activity.
3. Public storm sewer pipe and structure time is included in the "Underground Utility Work" line item above. Stormwater treatment systems are not considered "public" for the purposes of this agreement. Site testing, documentation and recording is being completed separately with the remainder of the "private" site requirements.
4. Work which is not specifically described in this can be provided by Bolton & Menk, as additional services, when required.

A list of deliverables is included as **Attachment B**. Non-applicable deliverables have been noted. Bolton & Menk will provide an inspector meeting the qualifications set forth in 1014.5 of the City of Rochester Engineering Standards.

SCHEDULE

As we currently understand, the majority of applicable "public" work will be completed over the summer of 2026. Prior to initiating work, the contractor must provide a 1-week notice. Once work is started, notice for inspections can be reduced to 24 hours.

FEES

The fees associated with the scope of work are estimated at **$191,400.** Fees will be billed on an hourly basis, as needed to fulfil the level of inspection required. Said fees are intended to be in addition to the limited construction services provided in our original contract. Total fees will not exceed the amount provided without prior authorization. We will notify TSP and the City if fees are anticipated to exceed the estimate provided, before such limit is reached.

A breakdown of hourly fees is provided in Attachment C. Time commitment is based on preliminary schedules, production rates and other information either provided by the Contractor or assumed from prior experience. It should be noted that observation time is highly dependent on the Contractor's operations, staging/phasing of work, any required rework or corrections, and other factors out of our control.

ADDITIONAL CONDITIONS

The City of Rochester will have an authorized agent who will have the authority to accept or reject Bolton & Menk's services, deliverables, and associated invoices.

Sincerely,
Bolton & Menk, Inc.

Derek Olinger, P.E.
Principal Engineer

Jay Pomeroy
Principal Landscape Architect

Attachments:

A – Plan Markups, identifying applicable work (2 pages)
B – Deliverable List (1 page)
C – Fee Breakdown (1 page)

Attachment A

PI	POINT OF INTERSECTION
PC	POINT OF CURVATURE
PCC	POINT OF COMPOUND CURVATURE
	PROPOSED BUILDING STOOP - REFER TO ARCHITECTURAL PLANS
	PROPERTY LINE

NOTES

1. REFER TO SHEET C5.00 - GRADING PLAN OVERALL FOR GENERAL NOTES.
2. ALL APPLICABLE DIMENSIONS ARE TO FACE OF CURB, EDGE OF PAVEMENT, CENTERLINE OF FENCE, OR PROPERTY LINE UNLESS OTHERWISE NOTED.
3. CHECK ALL PLAN AND DETAIL DIMENSIONS AND VERIFY SAME BEFORE FIELD LAYOUT.
4. TRAFFIC SIGNS SHALL BE INSTALLED 18" BEHIND THE BACK OF CURB OR EDGE OF PAVEMENT.

BASIS FOR SITE, FIELD, BUILDING, PARKING LAYOUT IS NORTH PROPERTY LINE (N 89°45'19" E). ALL DIMENSIONS ARE PARALLEL OR PERPENDICULR TO THE NORTH PROPERTY LINE, UNLESS OTHERWISE NOTED.

N: 147698.99
E: 621971.28

N 89°45'19" E 1314.84

N 89°54'27" E 1312.06

N: 147706.72
E: 624598.16

FUTURE 40th STREET R.O.W.

FUTURE 40th STREET R.O.W.

Legend (Highlighted Items subject to "public" inspection

"Public" Street or Future "public Street

BALL FIELD 1

BALL FIELD 4

BALL FIELD 2

BALL FIELD 3

BALL FIELD 5

BALL FIELD 8 (PREMIER)

BALL FIELD 6

BALL FIELD 7

MAINTENANCE BLDG & OUTDOOR STORAGE

BASKETBALL (1)

PICKLEBALL (12)

FUTURE QUAD BUILDING NORTH

FUTURE QUAD BUILDING SOUTH

NORTH PARKING (~214)

NORTH-CENTRAL PARKING (~102)

SOUTH PARKING (~420)

ORCHID LANE

STORMWATER TREATMENT BASIN WEST

STORMWATER TREATMENT BASIN SOUTHWEST

STORMWATER TREATMENT BASIN EAST

OPEN GREEN SPACE

CENTRAL BUILDING

PLAZA

CENTRAL LAWN

PLAYGROUND

FLEX GRASS AREA

MULTIPURPOSE FIELD 1

MULTIPURPOSE FIELD 2

EXISTING GAS MAIN (66' EASEMENT)

FLOODPLAIN (NO BUILD)

FLOODWAY

500 YEAR FLOOD LIMITS

Street in "private" outlot

REFER TO SHEETS C8.XX FOR PUBLIC ROADWAY PLANS

WILLOW CREEK TRAIL

Location of Willow Creek Trail is approximate and shown for reference. The contractor shall stake the location of the trail and notify landscape architect. Final location of trail to be reviewed and approved by landscape architect.

N: 145615.88
E: 623640.37

N: 145618.44
E: 624617.43

N: 145151.85
E: 623665.69

St. Bridget Rd

45th St SE

45th STREET SE

Public Street/Surface Improvements

1 C2.00 ST. BRIDGET RD SE & 45TH ST SE INTERSECTION
REFER TO SHEETS C8.XX FOR PUBLIC ROADWAY PLANS
1" = 100'

HORZ. SCALE 0 100 200 FEET

MATCHLINE - SEE C2.00

TSP, Inc.
1500 Highway 52 North
Rochester, MN 55901

(507) 288-8155
www.teamtsp.com

Architecture
Engineering
Planning

CONSULTANTS

Kahler Slater

Salas O'Brien

BOLTON & MENK

3300 FERNBROOK LANE NORTH, SUITE 300
PLYMOUTH, MN 55447
Phone: (763) 544-7129
Email: Plymouth@bolton-menk.com
www.bolton-menk.com

NOT FOR CONSTRUCTION

CERTIFICATION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.

Date 10/13/2025 Reg. No. 23543

Signed: JAY R. POMEROY

PROJECT TITLE

CITY OF ROCHESTER REGIONAL SPORTS AND RECREATION COMPLEX

ROCHESTER, MN

ISSUES

ISSUE	DATE	DESCRIPTION
A1	10/24/2025	ADDENDUM #1

ISSUE DATE	DRAWN BY
10/13/2025	CDL
PROJECT #	CHECKED BY
01241132	JRP

SHEET TITLE

GEOMETRIC PLAN OVERALL

SHEET NUMBER

C2.00

CITY SUBMITTAL 12-23-2025

© TSP, Inc. 2025

Attachment A

LISTED DRAWINGS SCALES UNLESS REDUCED FROM ORIGINAL 24 x 36 FORMAT

- PROPOSED CONTOUR
- PROPOSED GRADING LIMITS
- PROPOSED SANITARY SEWER
- PROPOSED FORCEMAIN
- PROPOSED WATERMAIN
- PROPOSED STORM SEWER
- PROPOSED DRAIN TILE (DT) / SUBSURFACE DRAINS (SD)
- PROPOSED COLLECTOR DRAIN TILE (COL DT)
- PROPOSED MANHOLE (MH)
- PROPOSED CATCH BASIN (CB)
- PROPOSED FLARED END SECTION (FES)
- PROPOSED HYDRANT (HYD)
- PROPOSED GATE VALVE (GV)
- PROPOSED BUILDING STOOP - REFER TO ARCHITECTURAL PLANS
- PROPERTY LINE

NOTES

1. REFER TO SHEET C5.00 - GRADING PLAN OVERALL, FOR GENERAL NOTES.
2. ALL WATERMAIN PIPE SHALL BE DIP, CLASS 52. ALL WATERMAIN SHALL HAVE MINIMUM 8'-0" BURY (TOP OF PIPE TO FINISH GRADE). DIP SHALL BE ENCASED WITH POLYETHYLENE FILM CONFORMING TO ASTM D 1248-889.
3. ALL WATERMAIN PIPE 8" IN DIAMETER AND LESS SHALL BE AWWA C900, CAST IRON OD, DR 18, PVC PIPE INSTALLED IN ACCORDANCE WITH ASTM D2321. ALL WATERMAIN SHALL HAVE MINIMUM 8'-0" BURY (TOP OF PIPE TO FINISH GRADE).
4. ALL WATER SERVICE PIPE SHALL BE COPPER TYPE K CONFORMING TO ASTM B 88-62. ALL WATER SERVICE PIPING SHALL HAVE MINIMUM 8'-0" BURY (TOP OF PIPE TO FINISH GRADE).
5. ALL SANITARY SEWER PIPE SHALL BE PVC PIPE (ASTM D 3034, SDR 26), UNLESS OTHERWISE NOTED. SANITARY SEWER INSTALLATION SHALL BE IN ACCORDANCE WITH ASTM D2321.
6. ALL SANITARY SEWER PIPE CROSSING WATERMAIN, OUTSIDE OF THE PUBLIC RIGHT-OF-WAY, SHALL BE ASTM D2665, SCHEDULE 40 PVC WITH SOLVENT WELD JOINTS.
7. ALL SANITARY SEWER FORCEMAIN PIPE SHALL BE SCHEDULE 40 PVC WITH SOLVENT WELD JOINTS MEETING ASTM D2665. ALL SANITARY SEWER FORCEMAIN SHALL HAVE MINIMUM 8'-0" BURY (TOP OF PIPE TO FINISH GRADE).
8. ALL STORM SEWER PIPE SHALL BE RCP CLASS III (MIN.) WITH FLEXIBLE WATERTIGHT JOINTS IN ACCORDANCE WITH ASTM C-361, PVC PIPE (ASTM D3034, SDR 35) INSTALLED IN ACCORDANCE WITH ASTM D2321, OR HDPE PIPE (AASHTO M294 TYPE S DUAL WALL CORRUGATED EXTERIOR AND SMOOTH INTERIOR) INSTALLED IN ACCORDANCE WITH ASTM D2321, UNLESS OTHERWISE NOTED.
9. ALL STORM SEWER PIPE CROSSING WATERMAIN, OUTSIDE OF THE PUBLIC RIGHT-OF-WAY, SHALL BE ASTM D2665, SCHEDULE 40 PVC WITH SOLVENT WELD JOINTS.
10. FLEXIBLE JOINTS AT STORM SEWER PIPE CONNECTIONS TO STRUCTURES:
    a. IN ACCORDANCE WITH MINNESOTA PLUMBING CODE, PROVIDE FLEXIBLE JOINTS AT ALL PIPE CONNECTIONS TO ALL STORM SEWER STRUCTURES.
    b. ACCEPTABLE MANUFACTURERS / PRODUCTS:
        i. FERNCO, "CONCRETE MANHOLE ADAPTORS" OR "LARGE-DIAMETER WATERSTOPS"
        ii. PRESS-SEAL WATERSTOP GROUTING RINGS"
        iii. OR APPROVED EQUAL.
11. INSTALL WATERMAIN AT LEAST 10 FEET HORIZONTALLY FROM ANY MANHOLE, CATCH BASIN, STORM SEWER, SANITARY SEWER, DRAIN TILE, OR OTHER POTENTIAL SOURCE FOR CONTAMINATION PER MN PLUMBING CODE. THIS ISOLATION DISTANCE IS MEASURED FROM THE OUTER EDGE OF THE PIPE TO THE OUTER EDGE OF THE CONTAMINATION SOURCE (OUTER EDGE OF STRUCTURES OR SIMILAR).
12. INSTALL MANOLES, CATCH BASINS, STORM SEWER, SANITARY SEWER, DRAIN TILE, AND OTHER POTENTIAL SOURCES OF CONTAMINATION AT LEAST 10 FEET HORIZONTALLY FROM ANY WATERMAIN PER MN PLUMBING CODE. THIS ISOLATION DISTANCE IS MEASURED FROM THE OUTER EDGE OF THE PIPE TO THE OUTER EDGE OF THE CONTAMINATION SOURCE (OUTER EDGE OF STRUCTURES OR SIMILAR).
13. LOCATE ALL EXISTING UTILITIES. VERIFY LOCATION, SIZE AND INVERT ELEVATION OF ALL EXISTING UTILITIES BEFORE BEGINNING CONSTRUCTION.
14. PRIOR TO CONSTRUCTION OF PROPOSED BUILDING UTILITY SERVICES (STORM, SANITARY SEWER, WATERMAIN), VERIFY ALL PROPOSED BUILDING UTILITY SERVICE PIPE SIZES, LOCATIONS AND ELEVATIONS WITH MECHANICAL PLANS. COORDINATE CONSTRUCTION AND CONNECTIONS WITH MECHANICAL CONTRACTOR.
15. STAKE LIMITS OF WALKS AND CURBING PRIOR TO INSTALLATION OF GATE VALVES, CATCH BASINS, AND MANHOLES. ADJUST GATE VALVE AND MANHOLE LOCATIONS TO AVOID PLACEMENT OF THESE STRUCTURES IN WALKS AND CURB AND GUTTER. STAKE CURB AND GUTTER ALIGNMENTS TO ALLOW CURB INLET TYPE CATCH BASINS TO PROPERLY ALIGN WITH CURB AND GUTTER
16. PROVIDE A MINIMUM 3' CAPPED STUB AT ALL STORM SEWER STRUCTURES THAT WILL HAVE PIPE CONNECTIONS BY OTHER BID PACKAGE.
17. ALL DRAIN TILE OUTSIDE OF THE PUBLIC RIGHT OF WAY SHALL BE PRIVATE UNLESS NOTED OTHERWISE.

Legend (Highlighted Items subject to "public" inspection

- "Public" Storm Sewer
- "Public" Sanitary or Water

FUTURE 40th STREET R.O.W.
FUTURE 40th S
ORCHID LANE
WILLOW CREEK TRAIL
45th STREET SE
BALL FIELD 1
BALL FIELD 2
BALL FIELD 3
BALL FIELD 4
BALL FIELD 5
BALL FIELD 6
BALL FIELD 7
BALL FIELD 8 (PREMIER)
MAINTENANCE BLDG & OUTDOOR STORAGE
PROPOSED MAINTENANCE BUILDING
BASKETBALL (1)
POTENTIAL QUAD BUILDING NORTH
PICKLEBALL (12)
NORTH PARKING (~214)
NORTH-CENTRAL PARKING (~102)
PROPOSED CENTRAL BUILDING
CENTRAL BUILDING
PLAZA
CENTRAL LAWN
PLAYGROUND
FLEX GRASS AREA
POTENTIAL QUAD BUILDING SOUTH
SOUTH PARKING (~420)
MULTIPURPOSE FIELD 1
MULTIPURPOSE FIELD 2
STORMWATER TREATMENT BASIN WEST
STORMWATER TREATMENT BASIN SOUTHWEST
STORMWATER TREATMENT BASIN EAST
FLOODWAY
500 YEAR FLOOD LIMITS
REFER TO SHEETS C8.XX FOR PUBLIC ROADWAY UTILITIES
REFER TO SHEETS C8.XX FOR PUBLIC ROADWAY UTILITIES
MATCHLINE - SEE C6.00
MATCHLINE - SEE C6.00

1 C6.00 — ST. BRIDGET RD SE & 45TH ST SE INTERSECTION
REFER TO SHEETS C8.XX FOR PUBLIC ROADWAY PLANS
1" = 100'
HORZ SCALE 0 100 200 FEET

TSP, Inc.
1500 Highway 52 North
Rochester, MN 55901
(507) 288-8155
www.teamtsp.com

Architecture
Engineering
Planning

CONSULTANTS
Kahler Slater
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BOLTON & MENK
3300 FERNBROOK LANE NORTH, SUITE 300
PLYMOUTH, MN 55447
Phone: (763) 544-7129
Email: Plymouth@bolton-menk.com
www.bolton-menk.com

NOT FOR CONSTRUCTION

CERTIFICATION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Date 10/13/2025 Reg. No. 40180

Signed: DAVID A. REY

PROJECT TITLE

CITY OF ROCHESTER REGIONAL SPORTS AND RECREATION COMPLEX
ROCHESTER, MN

ISSUES

A1	10/24/2025	ADDENDUM #1
ISSUE	DATE	DESCRIPTION

ISSUE DATE	DRAWN BY
10/13/2025	CDL
PROJECT #	CHECKED BY
01241132	JRP

SHEET TITLE

UTILITY PLAN OVERALL

SHEET NUMBER

C6.00

CITY SUBMITTAL 12-23-2025

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Attachment B

City Owner Contract Program Documentation

City Owner projects require documentation throughout the project. These documents must be filed with Public Works as soon as available:

Documentation	**City Engineer's Standards Reference**
Contracts:	
~~City Owner Contract~~	
Pavement Design Contract (4)	
Professional Technical Services Contract (1)	
Preconstruction:	
Geotechnical Report	1002.6
Approved plan in PDF and CAD	1013.4
~~Pavement Design Report~~ Information to be included with Geotech	1002.7
Pre-Construction Meeting Agenda and Minutes	1014.1
Construction:	
Construction Progress Meetings (2)	1014.2
~~Notice to Proceed~~ (3)	1014.3
Field Observations, Diaries and Photos	1014.5
Material Test Reports (4)	1014.6 / 1014.7
Material Certifications	1014.9
Survey Notes and Data (4)	1014.4
~~Lot Corner Verification Plan~~	RCO 50
Televising of Sanitary and Storm Data (4)	1014.6
Close out:	
Engineer's Certification of Acceptance Part I and Part II	1014.9
Watermain Acceptance Report (RPU)	1014.6
Record Drawings in PDF and CAD (4)	1013.5
Pavement Cores (4)	1014.8
Inspection - Before Engineer's Certification of Acceptance Part II	1014.9
Warranty Inspection - Before Engineer's Certification of Acceptance Part III	1014.9

1). Applicable contract for City Owner Construction is limited to this amendment to the City's Contract with CRW Architecture.

2). Due to limited nature of public improvements, progress meetings will be provided by the general contractor and may not include all typical items covered in City Engineering Standards

3). Notice to proceed will be provided through standard permit approval processes

4). Portions of this work (including testing) is to be completed by the City's General Contractor. If required for close out, Bolton & Menk will collect the applicable records/files/documentation for incorporation into the city's records

Attachment C

REGIONAL SPORTS & RECREATION COMPLEX
"PUBLIC" IMPROVEMENTS CONSTRUCTION OBSERVATION FEE SCHEDULE

Date: 03/16/2026

(1) - Construction time based on plan-measured quantities, production rates and other assumptions listed in the table
(2) - Post Construction time generally consists of organizing final testing of constructed element, reviewing documentation and routing records to city
(3) - Pre-construction time generally consists of plan/spec review, grade/form verifications, documentation verification for prior work
(4) - Post project time consists of estimated time for punch list preparation, record reviews, updates and transmittal of construction testing, documentation and records to the City
(5) - Refers to portions of the public work which is estimated to me completed concurrently with other public work, negating the need for separate inspection time

	Public Improvement Construciton Time (1)									Public Improvement Inspection Time					
	Avg Production Rate								Deduct For Concurrent Work (5)						
Activity	Qty	Unit		Qty	Adj'ment	Adjusted Qty	Unit	Production Days	% Deducted	Adjusted Days	% Inspected	Contingency Factor	Adj Production Days Inspected	Post-Const Days (2)	Startup/Pre-Inspect Days (3)	**Total Inspection Days**
Site Clearing & Grubbing	N/A							4	0%	**4**	25%	5%	1.1	0	0	**1.1**
General Site Grading & Excavation																
Fill Sections	2000	CY/Day		7778	1	7778	CY	4	75%	**1**	25%	5%	0.3	1	1	**2.3**
Underground Utility																
Watermain	220	LF/Day		5596	1	5596	LF	26	10%	**24**	100%	5%	25.2	1	0.2	**26.4**
Sanitary	250	LF/Day		1918	1	1918	LF	8	10%	**8**	100%	5%	8.4	1	0.2	**9.6**
Storm Sewer	190	LF/Day		2622	1	2622	LF	14	10%	**13**	100%	5%	13.7	1	0.2	**14.9**
Street Grading																
Subgrade Prep	1850	LF/Day		3447	1	3447	LF	2	10%	**2**	50%	5%	1.1	0.3	0.1	**1.5**
Sub-Base	650	LF/Day		3447	1	3447	LF	6	10%	**6**	50%	5%	3.2	0.8	0.3	**4.3**
Agg Base	1000	LF/Day		3447	1	3447	LF	4	10%	**4**	50%	5%	2.1	0.5	0.2	**2.8**
Trail/Walk Grading																
Subgrade Prep	1000	LF/Day		1852	1	1852	LF	2	10%	**2**	50%	5%	1.1	0.3	0.1	**1.5**
Agg Base	930	LF/Day		1852	1	1852	LF	2	10%	**2**	50%	5%	1.1	0.3	0.1	**1.5**
Concrete																
Curb	1500	LF/Day		5042	1	5042	LF	4	0%	**4**	100%	5%	4.2	0.4	1	**5.6**
Continous Walk	300	LF/Day		1595	1	1595	LF	6	0%	**6**	100%	5%	6.3	0.6	0.5	**7.4**
# Drives/Day	2.5	#/Day		5	1	5	Drives	2	0%	**2**	100%	5%	2.1	0.2	0.5	**2.8**
# Ped Ramps/Day	3	#/Day		4	1	4	Ramps	2	0%	**2**	100%	5%	2.1	0.2	0.5	**2.8**
Asphalt					Lifts											
Street	2500	LF/Lift/Day		3447	2	6894	LF-Lifts	3	0%	**3**	100%	5%	3.2	1	1.5	**5.7**
Trail	300	LF/Day		1852	1	1852	LF	7	0%	**7**	100%	5%	7.4	0.5	0.5	**8.4**
Construction Meetings	2	Hours/mtg/week		24	1	24	weeks	4.8	50%	**2.4**	100%	0%	2.4			**2.4**
Post-Project Time (4)														5		**5**

Total Inspection Days (Rounded)		103
Avg Insp Rate	$	175.00
Insp Hrs/Day		10
Inspect Cost (Rounded)	**$**	**180,300.00**
Project Management		5.5%
PM Hours		57
PM Rate	$	195.00
PM Cost (Rounded)	**$**	**11,100.00**
Total Estimated Cost	**$**	**191,400.00**

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Contract Award: Contract with Alcon Excavating, Inc. for 2026 Overlay Manhole Rehabilitation - Project No. J4370

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:

Adopting a Resolution awarding a contract to Alcon Excavating, Inc., in the amount of $309,995 for 2026 Overlay Manhole Rehabilitation - Project No. J4370.

Report Narrative:

The 2026 Overlay Manhole Rehabilitation project is being awarded in parallel with the 2026 Overlay Street Rehabilitation project and is providing the contracted equipment and labor needed to adjust storm water and sanitary sewer manholes to be level with the new overlaid road surface, as well as to replace any damaged infrastructure components throughout 14 centerline miles of streets.

The project contained a Base Bid which included the removal of the old structures and installation of the new as well as an Alternate 1 Bid which included pouring a concrete collar around the adjusted structure. The alternate bid was included to allow flexibility for City crews to furnish and install concrete, in the event the bids came in over the engineer's estimate.

The following bids were received on March 3, 2026:

	Base Bid	Alternate 1	Base Bid + Alternate 1
Alcon Excavating Inc	$218,050	$91,945	$309,995
S.L. Contracting	$234,012	$183,890	$417,902
Elcor Construction, Inc.	$273,180	$149,100	$422,280
Hanco Utilities Inc.	$517,000	$99,400	$616,400
Ti-Zack Concrete, LLC	$490,789	$404,767	$895,556
Engineer's Estimate	$258,050	$198,800	$456,850

Based on bid rates, Public Works recommends the Council proceed with an award of the Base Bid and Alternate 1 bid amounts to the apparent low bidder, Alcon Excavating, Inc.

Construction is scheduled to be substantially complete by August 11, 2026.

Priorities & Foundational Principles:

Quality Services for Quality Living
Economic Vibrancy & Growth Management

Policy Considerations & DEI Impact:
The condition of all City bituminous streets is assessed annually. Streets with low scores determine the project location each year. This annual maintenance program invests in local streets across the community, including streets in low-income areas. This program is part of the asset management of our infrastructure to make sure past investments are preserved, and the life of our pavements and related surface infrastructure access points are extended to their full-service life.

Prior Legislative Actions & Community Engagement:
February 2, 2026: Council Meeting - Authorized the City Clerk to advertise for bid.

Fiscal & Resource Impact:
The storm water portion of the 2026 Overlay Manhole Rehabilitation project in the amount of $116,060 is allocated from Map #2 J6504 of the Capital Improvement Plan - Annual Program: Funding for Conveyance System Repair.

The sanitary sewer portion of the 2026 Overlay Manhole Rehabilitation project in the amount of $193,935 is allocated from Map #9 of the Capital Improvement Plan - Street Overlay Sanitary Sewer Casting Rehabilitation.

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

Prepared By:
Dan Plizga

Attachments:
Standard Form of Contract - Overlay Manhole Rehabilitation - Project No. J4370

Resolution - Overlay Manhole Rehabilitation - Project No. J4370

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 **Alcon Excavating Inc, 2258 Marion Road SE, Rochester, MN 55904,** 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

J4370, 2026 Overlay Manhole Rehabilitation 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 **August 11, 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 **$309,995.**

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
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

J4370, 2026 Overlay Manhole Rehabilitation 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. J4370, 2026 Overlay Manhole Rehabilitation Project

WHEREAS, pursuant to an advertisement for bids for the following improvement(s): Project No. **J4370, 2026 Overlay Manhole Rehabilitation Project**, the following bids were received complying with the advertisement:

	Base Bid	Alt 1	Total
Alcon Excavating Inc	**$218,050**	**$91,945**	**$309,995**
S.L. Contracting	$234,012	$183,890	$417,902
Elcor Construction, Inc.	$273,180	$149,100	$422,280
Hanco Utilities Inc.	$517,000	$99,400	$616,400
Ti-Zack Concrete, LLC	$490,789	$404,767	$895,556
Engineer's Estimate	$258,050.00	$198,800	$456,850

WHEREAS it appears that **Alcon Excavating Inc** 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 **$309,995** is hereby accepted and execution of the standard City contract for construction with **Alcon Excavating Inc**, is authorized for the following approved local improvements: Project No. **J4370, 2026 Overlay Manhole Rehabilitation 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

Contract Award - 2026 Pavement Maintenance - Early Crack Seal - Project No. J2201

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:

Adopting a Resolution awarding a contract to Asphalt Surface Technologies Corporation, in the amount of $117,500 for the 2026 Pavement Maintenance - Early Crack Seal - Project No. J2201.

Report Narrative:

The City's ongoing Street Preservation Program includes extending the life of City streets through preventative maintenance.

Crack sealing is the lowest-cost pavement preservation option where cracks in bituminous pavement are routed and sealed to keep the surface waterproof. This project would provide contracted labor, materials and equipment to complete crack sealing ahead of this year's chip seal project - as well as completing crack sealing on some higher volume roads. The crack seal work is very mobile with relatively minor/short duration impacts to traffic.

The following unit price quotes were received from area contractors specializing in the work on March 18, 2026:

Asphalt Surface Technologies Corp.	$117,500
Fahrner Asphalt Sealers, LLC	$187,500
Allied Blacktop Company	$270,000

The Public Works Department recommends Council proceed with an award to the lowest responsive and responsible contractor quoting.

Construction is scheduled to be substantially complete by May 31, 2026.

Priorities & Foundational Principles:

Quality Services for Quality Living
Fiscal Responsibility & Sustainability

Policy Considerations & DEI Impact:

The proposed project is consistent with City policies and standards related to the Street Maintenance Street Preservation Program to extend the life of the City streets with a crack seal process.

Prior Legislative Actions & Community Engagement:

No prior legislative actions have occurred regarding this project.

Fiscal & Resource Impact:
Funding is allocated from J2201 Annual Bituminous Street Rehabilitation, Resurfacing, and Preservation fund. These funds are allocated from the annual Municipal State Aid maintenance funds.

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

Prepared By:
Dan Plizga

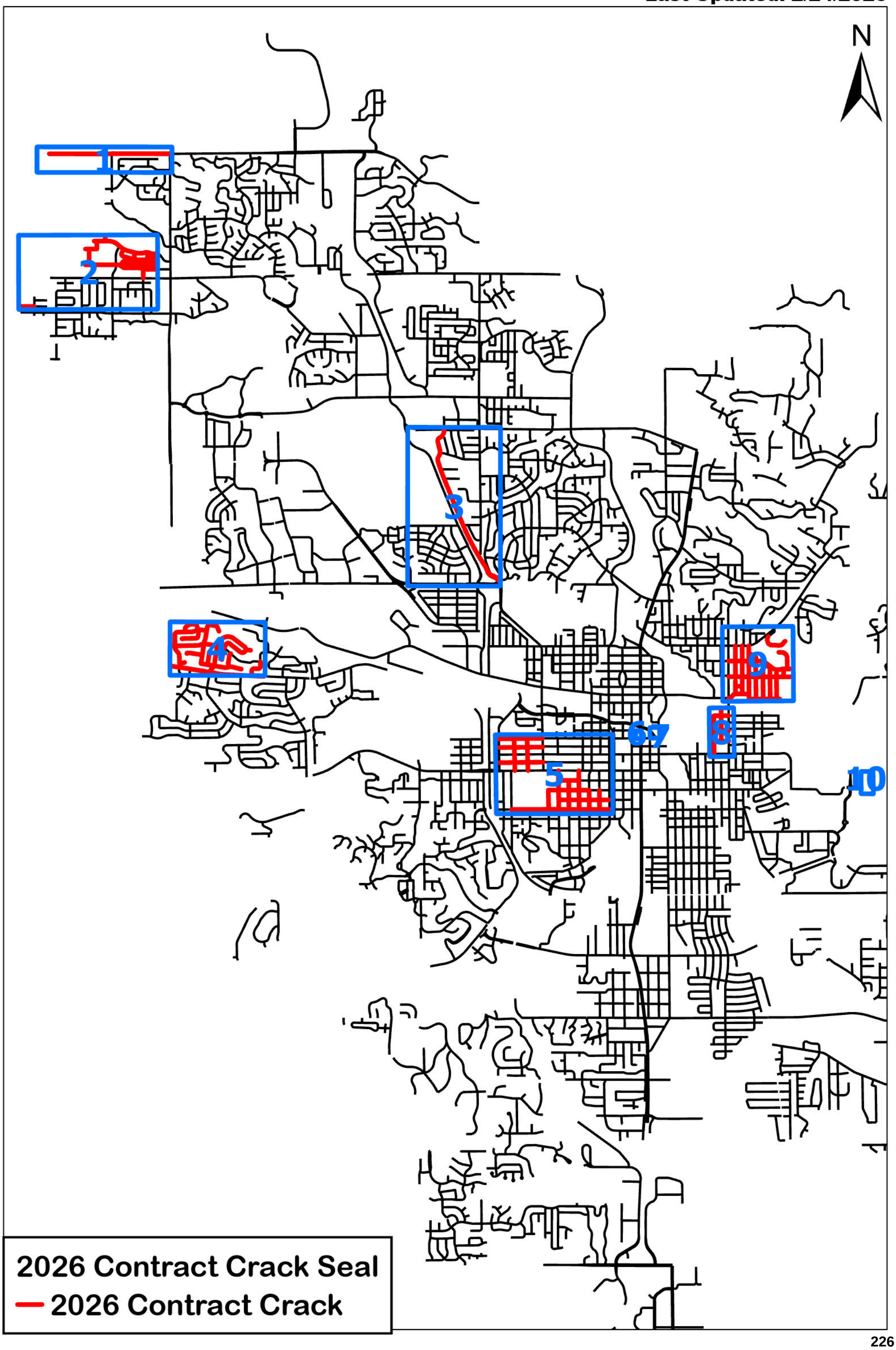
Attachments:
Location Map - 2026 Pavement Maintenance - Early Crack Seal - Project No. J2201

Resolution - Award of Contract - 2026 Pavement Maintenance - Early Crack Seal â€“ Project No. J2201

Standard form of contract - 2026 Pavement Maintenance - Early Crack Seal â€“ Project No. J2201

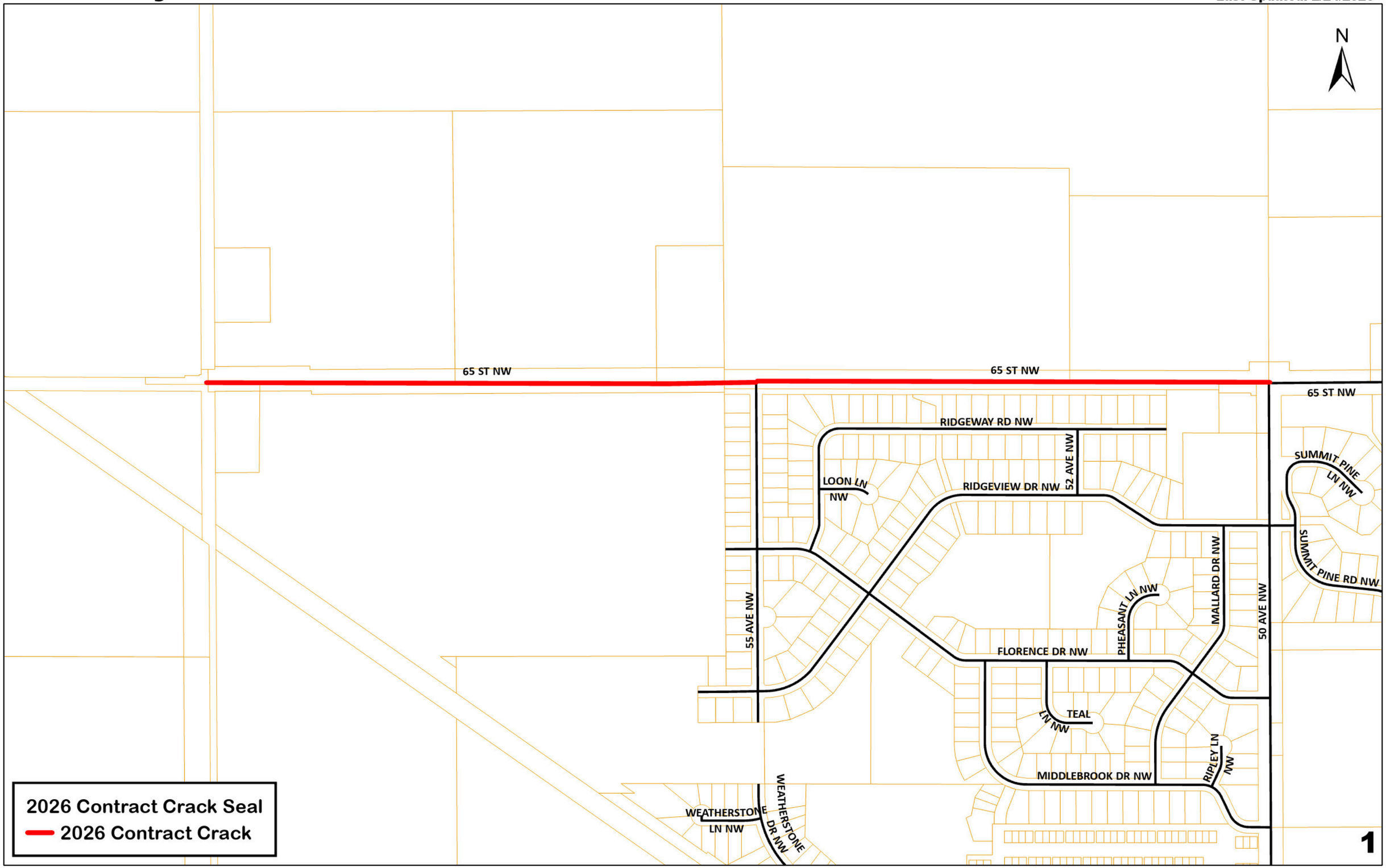
2026 Early Crack Seal

Last Updated: 2/24/2026



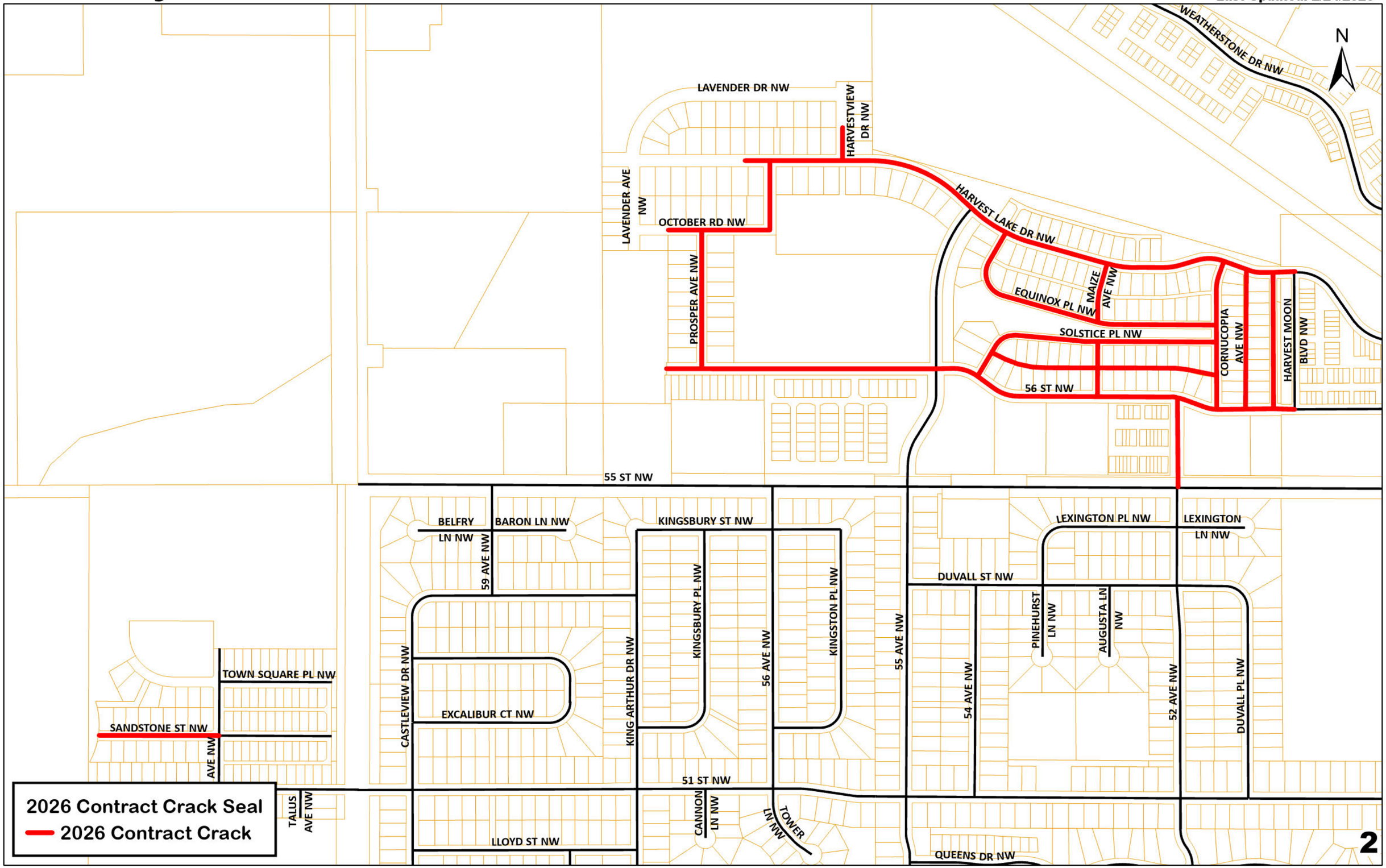
2026 Early Crack Seal

Last Updated: 2/24/2026



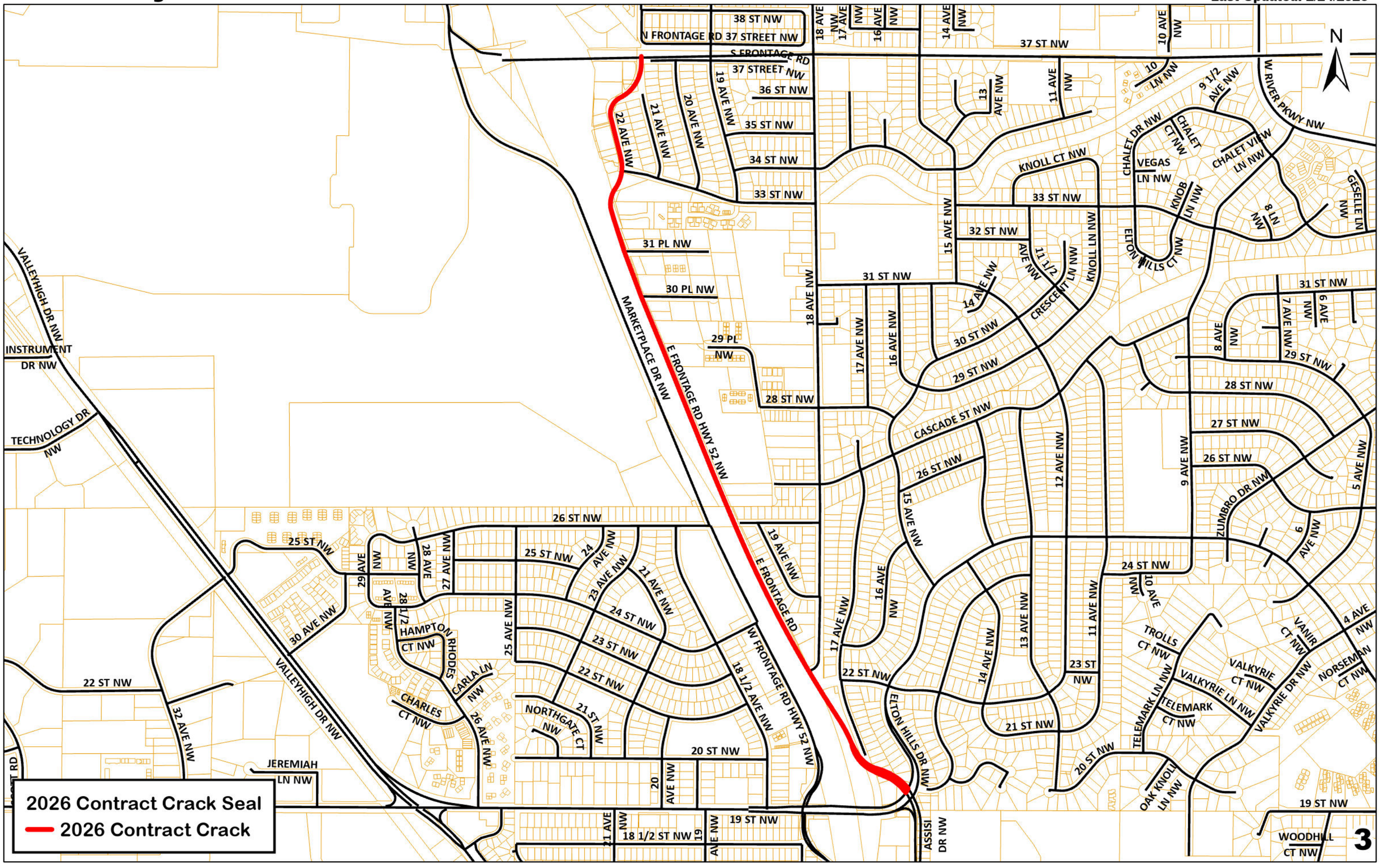
2026 Early Crack Seal

Last Updated: 2/24/2026



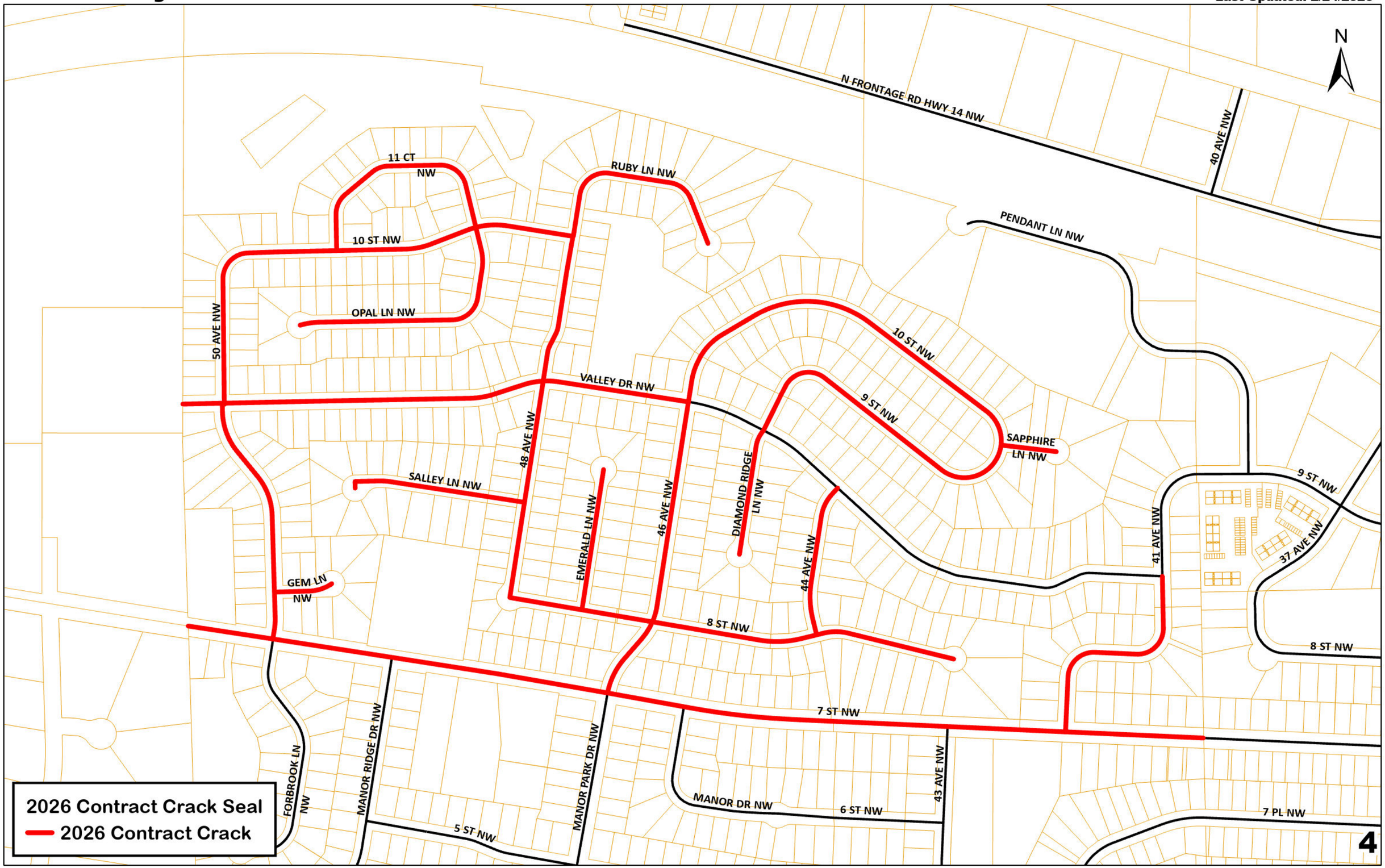
2026 Early Crack Seal

Last Updated: 2/24/2026



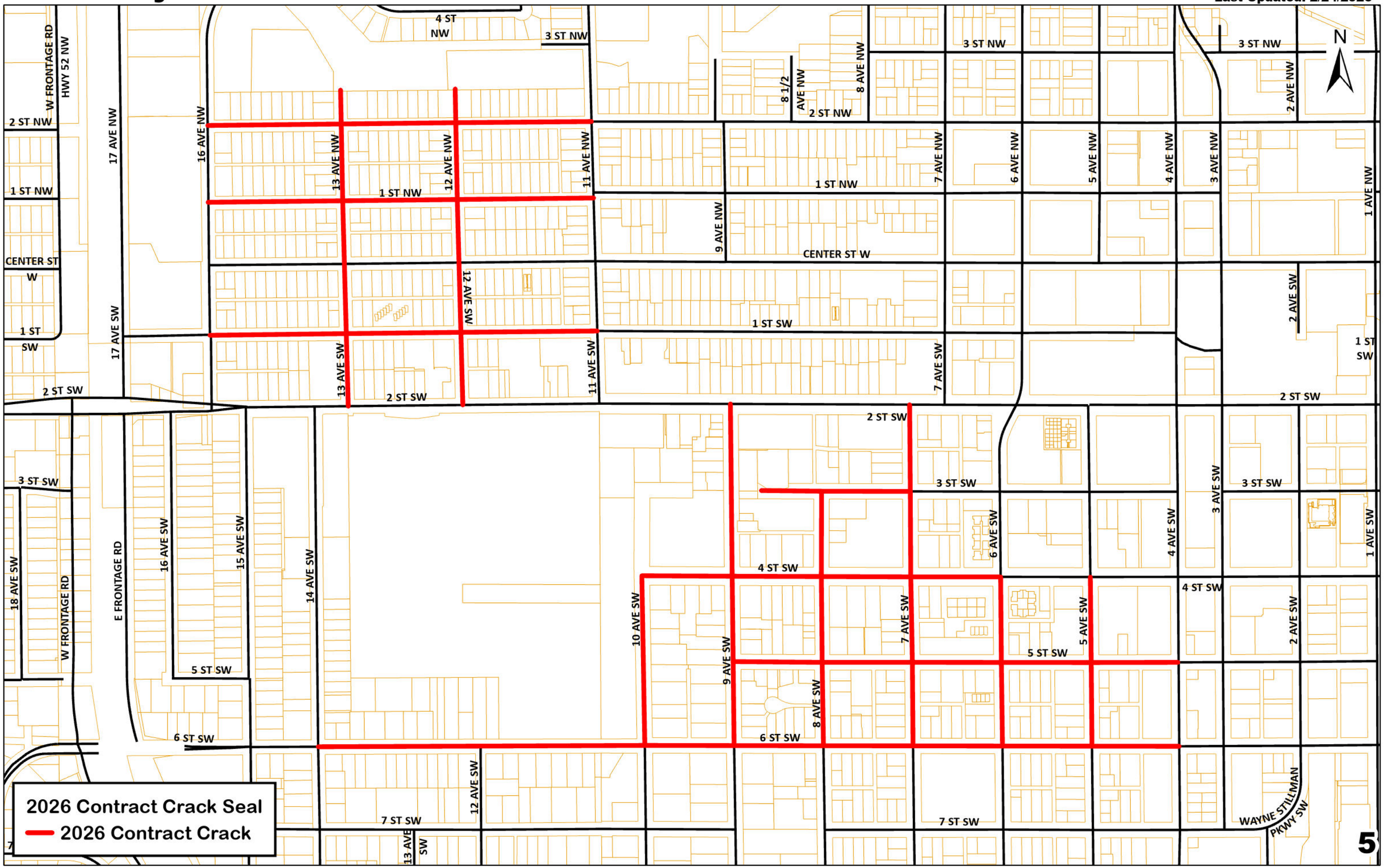
2026 Early Crack Seal

Last Updated: 2/24/2026



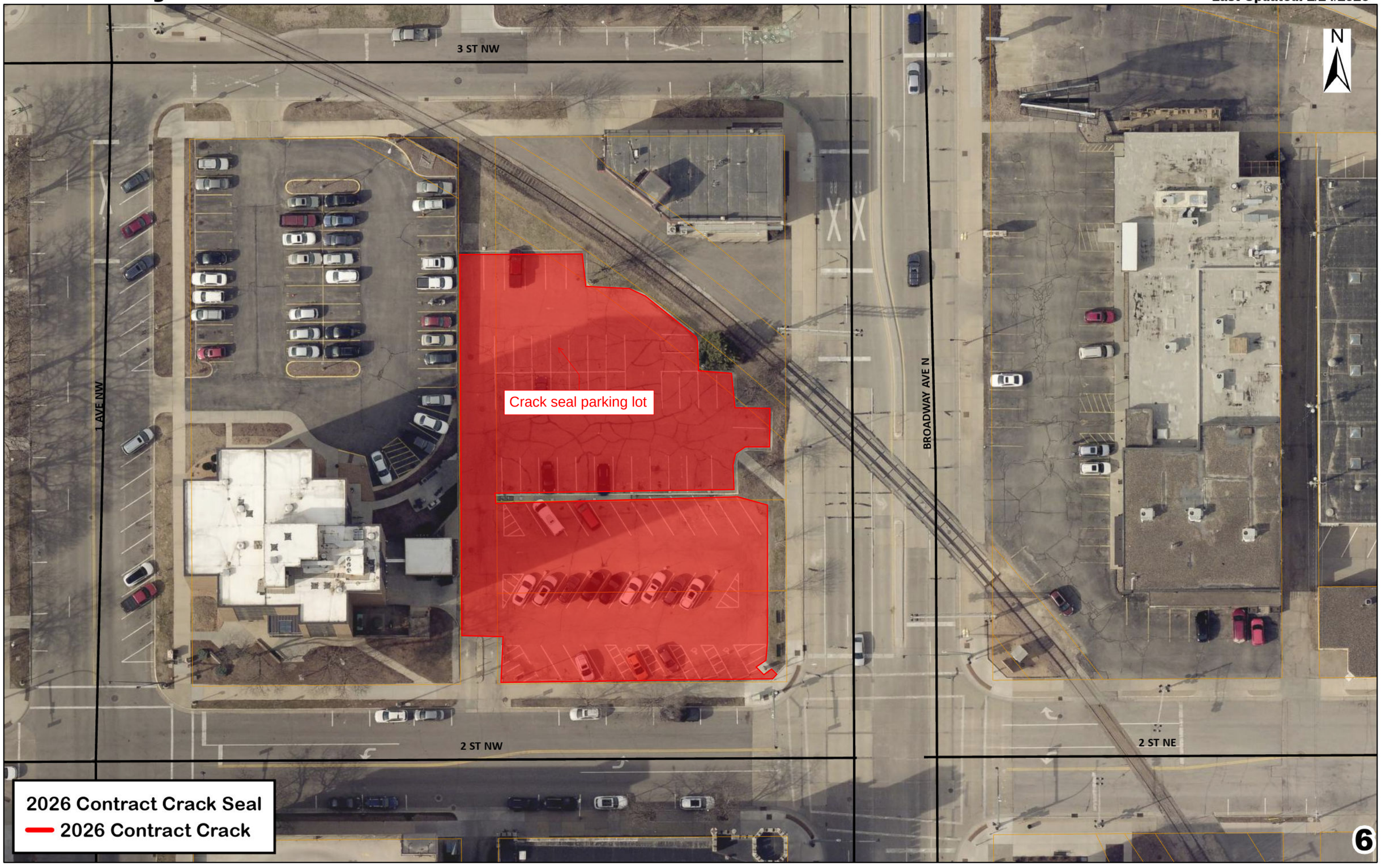
2026 Early Crack Seal

Last Updated: 2/24/2026



2026 Early Crack Seal

Last Updated: 2/24/2026



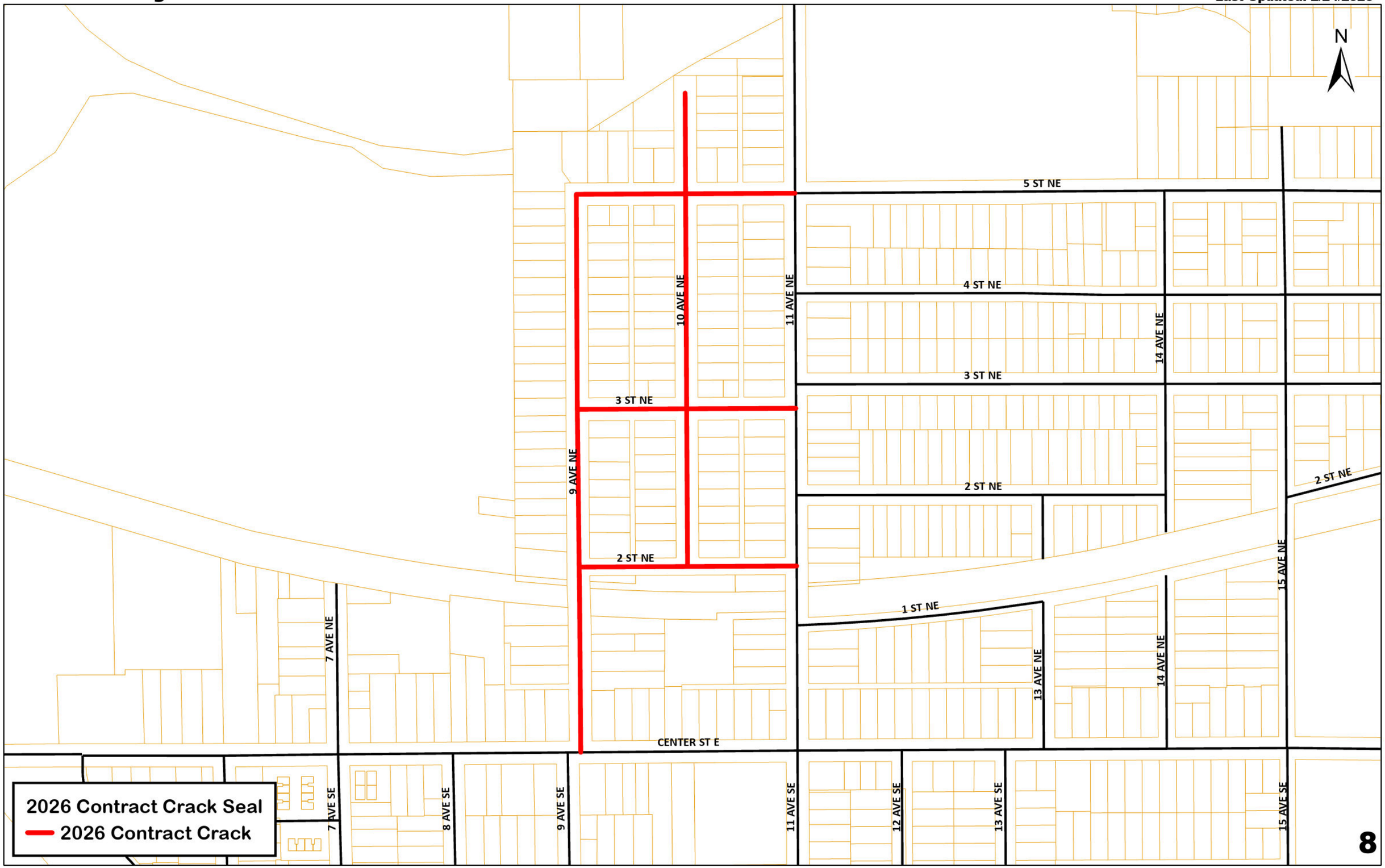
2026 Early Crack Seal

Last Updated: 2/24/2026



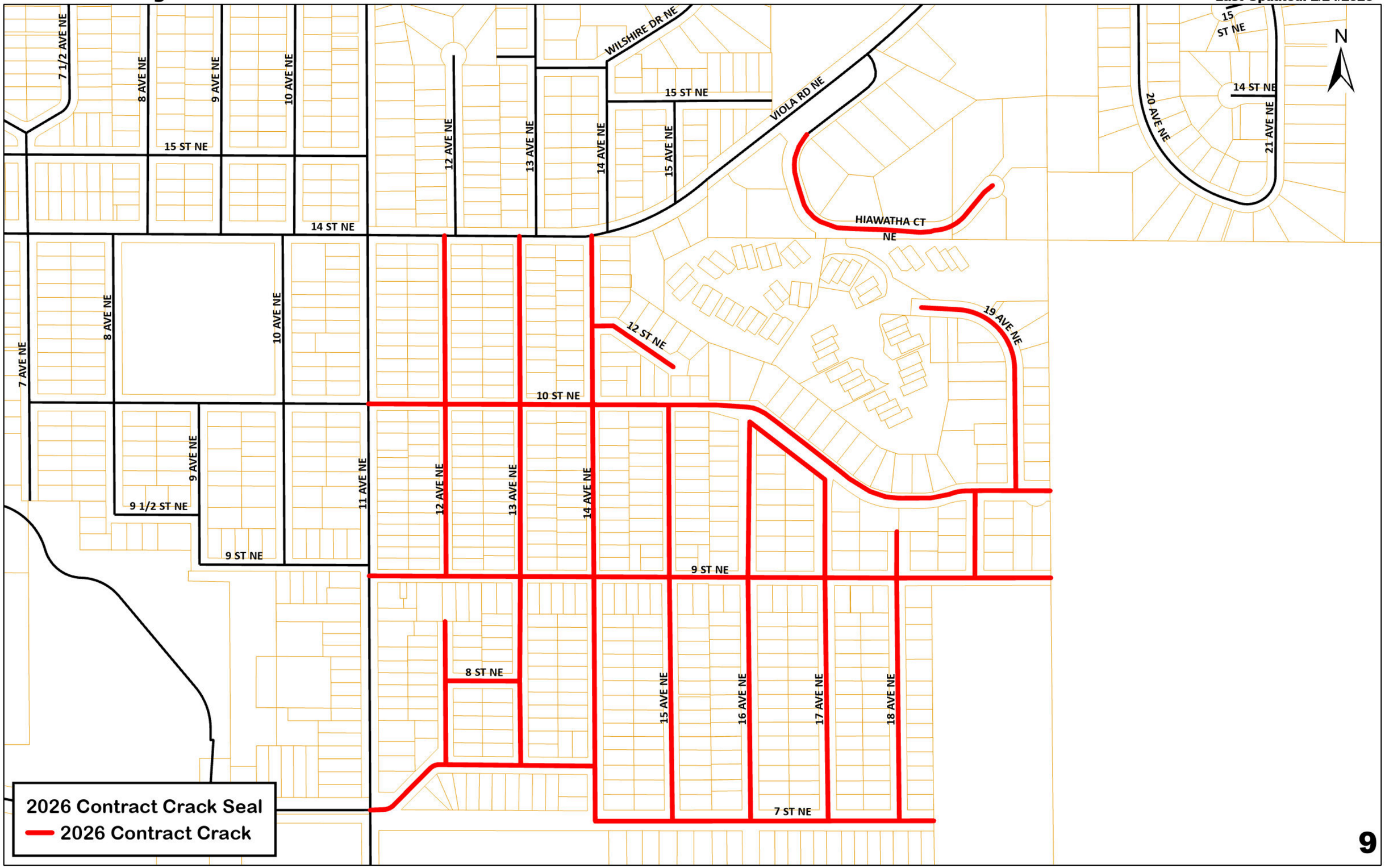
2026 Early Crack Seal

Last Updated: 2/24/2026



2026 Early Crack Seal

Last Updated: 2/24/2026



2026 Early Crack Seal

Last Updated: 2/24/2026



RESOLUTION

Awarding Contract for Project No. J2201 2026 Pavement Maintenance – Early Crack Seal.

WHEREAS, pursuant to a request for quotes for the following improvement(s): Project No. **J2201 2026 Pavement Maintenance – Early Crack Seal**, the following quotes were received complying with the advertisement:

Asphalt Surface Technologies Corp.	**$117,500**
Fahrner Asphalt Sealers, LLC - Eau Claire	$187,500
Allied Blacktop Company	$270,000; and

WHEREAS, it appears that **Asphalt Surface Technologies Corp.** is the lowest responsive and responsible to quote.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Rochester, Minnesota, that the quote of **$117,500** is hereby accepted and execution of the standard City contract for construction with **Asphalt Surface Technologies Corp.** is authorized for the following approved local improvements: Project No. **J2201 2026 Pavement Maintenance – Early Crack Seal**; and

BE IT FURTHER RESOLVED that the City Clerk is directed to return to all parties submitting quotes the deposits made with their quotes, except the deposits of the successful quote and the next lowest quote, which shall be retained until the contract has been executed; and

BE IT FURTHER RESOLVED that the contractor quoting 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
FORM OF CONTRACT

THIS AGREEMENT, made and signed this _____ day of _____, 2026, by and between the City of Rochester, Minnesota, hereinafter called the "Owner" and **Asphalt Surface Technologies Corp., PO Box 1025, St Cloud, MN 56302,** 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

J2201 2026 Pavement Maintenance – Early Crack Seal

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 **May 31, 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 **$117,500**.

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
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

J2201 2026 Pavement Maintenance – Early Crack Seal

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

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Contract with BARR Engineering Co. for 2026 Flood Control Hydrology and Hydraulics Update - Project No. J4866

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Aaron Luckstein

Action Requested:

Authorizing a contract with BARR Engineering Co., in the amount of $200,000 from April 7, 2026, to December 31, 2027, for the design of the 2026 Flood Control Hydrology and Hydraulics Update - Project No. J4866.

Report Narrative:

In 2013, the National Oceanic and Atmospheric Administration (NOAA) released updated hydrology data known as Atlas 14. This update included new rainfall intensity values and revised probabilities for major storm events. The City's flood control system was originally designed using older data, which has since been replaced by the Atlas 14 information. For example, the 100-year, 24-hour storm (a 1% annual chance event) increased from 6.2 inches to 7.91 inches of rainfall. In 2015, the City hired BARR Engineering Co. (BARR) to model Rochester's streams and rivers and evaluate how the new rainfall data would affect 100-year floodplains. This information has been very valuable when reviewing individual streams and rivers, however, a comprehensive review of the entire system has not been completed using the updated information.

Because rainfall intensity and frequency have increased, City teammates recommend reassessing the flood control system's capacity using the latest information. Public Works has received a proposal from BARR to update previous models and complete new hydrologic and hydraulic analyses of the flood control system. With improved modeling tools and more accurate data, the City can now better understand how the system will perform under a range of storm events. This work will help the City and emergency operations evaluate flood risks and determine the level of protection the current system provides. As with past studies, this project will be funded through flood control reserves.

BARR has worked with Public Works on previous floodplain and modeling projects and is familiar with the City's flood control needs. BARR has submitted a proposal to complete the 2026 Flood Control Hydrology and Hydraulics Update, Project No. J4866. This proposal is included in the Council packet.

Priorities & Foundational Principles:

Public Safety
Fiscal Responsibility and Sustainability

Policy Considerations & DEI Impact:

This project is aligned with the Council's priority of Public Safety by reviewing the changes in hydrology

and the impacts to the flood control system to better understand the current level of protection provided by the system. It also aligns with Fiscal Responsibility and Sustainability as we need to continue to maintain and review the flood control system to make sure we understand capacity and continue to protect the long-term function of the system.

Prior Legislative Actions & Community Engagement:

May 4, 2015: Council Meeting - Expanded Floodplain Modeling was approved.
October 5, 2015: Council Meeting - Floodplain Atlas 14 Study was approved.
September 7, 2016: Council Meeting - Floodplain mapping updates was approved.

Fiscal & Resource Impact:

The project is to be funded by Flood Control Reserves.

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:

Matt Crawford

Attachments:

Engineering Service Contract -BARR Design Services Project No. J4866

City of Rochester

PROFESSIONAL TECHNICAL (NONCITY EMPLOYEE) SERVICES

Project Identification: 2026 Flood Control Hydrology and Hydraulics Update

Accounting Information:

Fiscal Year: 2026	Fund:	Project No.:
Total Contract Amt: $200,000	State Aid Project No.:	Job No.: J4866

This Contract between the City of Rochester, MN (CITY) and WHKS & Co. ("ENGINEER");
Address: BARR Engineering Co. (BARR)
4300 Market Pointe Drive, Suite 200
Minneapolis, MN 55435

WHEREAS, CITY does not have available necessary and / or qualified personnel to conduct the services as described herein; and

WHEREAS, ENGINEER represents that it is licensed and agrees to perform all services described in this Contract.

NOW, THEREFORE it is agreed that ENGINEER, who is not a city employee, will perform the work under this Contract, including the Special and General Conditions and any exhibits or other conditions which are attached and incorporated.

Effective Date: **April 7, 2026** Expiration Date: **December 31, 2027**

IN WITNESS WHEREOF, the parties have executed this contract intending to be bound.

ENGINEER

By: _____ Date: _____
Joe J. Waln, PE, CFM
Title: Vice President

CITY OF ROCHESTER

By: _____ Date: _____ And By: _____ Date: _____
Kim Norton, Mayor Ann M. Kasel, City Clerk

Approved as to Form & Execution

Michael Spindler-Krage, Deputy City Attorney

SPECIAL CONDITIONS

ARTICLE 1 **TERM OF CONTRACT**

Effective Date:	April 7, 2026
Work Completion Date:	March 1, 2027
Expiration Date:	December 31, 2027

ARTICLE 2 **SCOPE OF WORK**

A. Detailed Scope of Work: Attachment A
B. Work Plan Outline: Attachment B
C. General Conditions: See attached.

ARTICLE 3 **CONSIDERATION OF PAYMENT**

Consideration for all services performed by ENGINEER, as defined by this contract, will be paid by CITY on an hourly, fee schedule basis, not to exceed for the following items:

ENGINEER Services Cost		
Project Management, Flood Hydrology and Hydraulics Modeling and Final Report	Not to Exceed amount based on actual cost and expense based on the attached estimate of costs and fee structure as outlined in Attachment B	$200,000
	TOTAL CONTRACT AMOUNT:	**$200,000**

ARTICLE 4 **ENGINEER'S PERSONNEL**

ENGINEER'S Authorized Agent, or Key Personnel:
Name: Joe J. Waln, P.E., CFM
Title: Vice President
Address: 4300 Market Pointe Drive, Suite 200, Minneapolis, MN 55435
Phone: (952) 832-2984
Email: JWaln@barr.com
Responsibility Project Principal

If ENGINEER'S Authorized Agent changes at any time during this Contract, ENGINEER must immediately notify CITY.

ARTICLE 5 **CITY'S AUTHORIZED AGENT / PROJECT MANAGER**

CITY'S Authorized Agent, or Project Manager will be:
Name: **Matt Crawford**
Title: **Project Development Manager**
Address: **301 37th St NW, Rochester, MN 55901**
Phone: **(507) 328-2411**
Email: **mcrawford@rochestermn.gov**
Responsibility: **Project Manager**

CITY'S Authorized Agent will have authority to accept or reject ENGINEER'S services and deliverables. If such services and deliverables are acceptable and satisfactory, the CITY'S Authorized Agent will certify each invoice submitted for payment by the ENGINEER.

BARR

Attachment A

Scope of Work

BARR ENGINEERING CO. (BARR)
4300 MarketPointe Drive, Suite 200
Minneapolis, MN 55435

CITY OF ROCHESTER (CITY)
4001 West River Parkway NW, Suite 100
Rochester, MN 55901

Designated Representatives:

PM: Anthony Vecchi

Principal: Joe Waln

Designated Representative:

Matt Crawford

Project Title: City of Rochester – Flood Hydrology and Hydraulics Update

City Project No.: 4866

Project Understanding

The City of Rochester (CITY) has multiple goals for this project.

1. Update the hydrologic analysis used to calculate the probability of exceeding the design capacity of local flood control reservoirs and the flood control system through Rochester.
2. Evaluate alternatives for mitigating the hydraulic impacts of the proposed Sixth Street Bridge.
3. Develop a hydraulic model of the South Fork Zumbro River capable of simulating large flood events that exceed the capacity of the channel through town and can be used to evaluate hydrologic and hydraulic scenarios.
4. Simulate future hydraulic conditions for major river projects currently being designed.
5. Simulate potential future conditions hydrologic scenarios based on Altas 14 upper confidence limit precipitation data.
6. Check the hydraulic sensitivity of the South Fork Zumbro River channel to sedimentation.
7. Prepare a flood risk management summary for inclusion in the Surface Water Management Plan.

CITY has engaged Barr Engineering Co. (BARR) to review and update hydrologic and hydraulic models for local streams to evaluate how the likelihood of experiencing the design flood has changed since construction of the flood control system. This work includes review of historical data, hydrologic and hydraulic modeling, scenario analysis, documentation of findings, and presentation of results.

The project will update the hydraulic models for the South Fork Zumbro River, evaluate alternatives for mitigating hydraulic impacts from the proposed 6th Street Bridge, and evaluate flood storage capacity for the seven NRCS reservoirs on tributaries to the South Fork Zumbro River.

Background

The CITY's flood control project was generally designed to convey a 0.5-percent annual chance (200-year) flood on the South Fork Zumbro River, with a peak flow of 16,800 cfs upstream of Bear Creek. Peak flows increase downstream as flows from Bear, Cascade, Silver, and Hadley Valley Creeks enter the river.

Attachment A

Original project hydrology was based on NOAA Technical Paper 40 (TP-40). NOAA Atlas 14 replaced TP-40 in 2013 and indicates higher rainfall depths in Rochester. FEMA flood maps for tributaries to the South Fork Zumbro River are still based on TP-40 hydrology. In 2014, the CITY retained BARR to update hydrologic and hydraulic models for major tributaries, resulting in local floodplain maps based on Atlas 14 that generally show higher flood elevations than effective FEMA FIRMs.

Breach inundation maps for the NRCS flood storage reservoirs identify areas at risk from dam failure and are used by the CITY to guide development; these maps were last updated in 2015. As Rochester continues to grow, accurate floodplain mapping is critical but regulatory application can be complex, particularly downstream of the reservoirs.

Hydrologic non-stationarity and increasing extreme precipitation introduce additional uncertainty for future regulatory and capital planning. NOAA is developing Atlas 15, expected in 2027, to incorporate climate-adjusted precipitation frequency estimates.

Tasks

1 Data Gathering and Review

BARR will review historical flood control design documents and models, including materials on file at the CITY's Public Works Department, through an in-person review with CITY staff to address questions and identify data gaps. Documents related to the design, survey, and performance of the NRCS flood control reservoirs will also be reviewed, with a focus on dams, outlet structures, storage curves, and sedimentation records. BARR will summarize the document review and data gaps in a memorandum identifying information needed to complete this scope of work and to support future flood studies.

Deliverables

- Memorandum summarizing data review, description of historic models, and data gaps analysis

Assumptions

- BARR has copies of the USACE design reports for the flood control project
- BARR has copies of the 2015 Dam Breach analysis and resulting breach inundation areas
- Documents from the CITY will include
    - Record drawings for flood control dams
    - Dam inspection data, including bathymetric surveys, topographic surveys, and any modifications made to the hydraulic controls of each dam
    - Data, measurements, or photos from recent or relevant flood events
- Two BARR staff will conduct a site visit to familiarize themselves with the hydraulic structures on the South Fork Zumbro River
- Two BARR staff will spend up to 4 hours each reviewing paper documents on file with Rochester Public Works.
- The data review and analysis will not include Kings Run.
- If applicable, the CITY will provide copies of relevant hydrologic and hydraulic models not created by BARR, along with model documentation.

2 Hydrologic Modeling and Analysis

The objective of this task is to create a PCSWMM hydrologic model for the major tributary watersheds to the South Fork Zumbro River at the City of Rochester. The model will be able to simulate past, current, and future hydrologic conditions. This model will include catchments for the flood control reservoirs. Results from this model will be used to calculate recurrence interval peak discharges for use in hydraulic modeling of streams and rivers in Rochester.

Attachment A

2.1 Hydrologic Model Development

BARR will use existing data and existing hydrologic models to create a new composite PCSWMM hydrologic model for the creeks draining to the South Fork Zumbro River through the city. The inputs for this new hydrologic models will be developed using publicly available topographic, land cover, soils data, and the existing hydrologic models for the tributaries listed below.

- Willow Creek (HydroCAD model)
- Badger Run (HEC-HMS model)
- Bear Creek (HEC-HMS model)
- Cascade Creek (HydroCAD, PCSWMM models)
- Silver Creek (HEC-HMS model)
- Hadley Valley Creek (HydroCAD model)

The PCSWMM model will include the seven SCS reservoirs. The storage, embankment, and outlet configuration for each of the reservoirs will be developed based on design information reviewed and summarized during the Data Gathering task.

The PCSWMM model will be developed to include the following 12 rainfall scenarios. All scenarios assume a 24-hour storm event rainfall distribution.

Percent Annual Chance of Exceedance	Recurrence Interval (Years)	TP-40 Precipitation Depth	Atlas 14 Median Precipitation Depth	Atlas 14 Upper Confidence Limit Precipitation Depth
10%	10	X	X	
2%	50	X	X	
1%	100	X	X	X
0.5%	200	X	X	X
0.2%	500	X	X	

TP-40 precipitation modeling will be used to validate the model relative to the hydrology used to design the flood control project.

Atlas 14 median precipitation depth modeling will be used to calculate the best available data for current hydrology for Southeast Minnesota.

Atlas 14 precipitation depth estimates include and upper and lower limit representing the 90% confidence interval. Model results for the upper limit of the rainfall depth estimate will establish the high end of peak flows that could be expected from the 1% annual chance and 0.5% annual chance events.

2.2 Reservoir Capacity Analysis

The hydrologic model will also be used to estimate reservoir water levels and outflow hydrographs for the following events.

- 200-year, 24-hour rainfall event from Atlas 14
- Max Storage event – The rainfall event that would fill the reservoir to the overflow elevation

Modeling the 200-year event will indicate whether the flood storage reservoirs continue to hold the design flood event without engaging the emergency spillway.

Modeling the Max Storage event will indicate the recurrence interval event that completely fills the storage basin behind the dam up to the emergency spillway. It is expected that each reservoir will have a unique largest contained rainfall depth. The hydrologic models will be used to iteratively identify the largest contained rainfall depth to the nearest 0.1 inches for each reservoir.

Results will be summarized in a hydrology report.

2.3 Flood Control Project Hydrology Update

BARR will use the PCSWMM model results for the TP-40 scenarios to verify that we can replicate the hydrologic analysis that the USACE used to design the flood control project. Then BARR will repeat the hydrologic analysis using the PCSWMM model results for the Atlas 14 scenarios for Willow Creek, Badger Run, Bear Creek, Cascade Creek, Silver Creek, and Hadley Valley Creek.

BARR will refresh the gage-based hydrologic analysis for discharge frequency for the South Fork Zumbro River using Bulletin 17C. This task will build on BARR's previous update completed in 2015.

The Atlas 14-based peak flows for the 1% annual chance scenarios are expected to be higher than the FEMA published flows. BARR will document the differences and work with the CITY to develop recommendations for how to use the updated flows (e.g., submit to interagency hydrologic review committee, update inundation maps, etc.).

Portions of the flood control project were not designed to convey the 0.5% annual chance flood. However, the USACE used this as the design flood for most of the flood control project. The Atlas 14-based peak flows for the 0.5% annual chance scenarios are expected to be higher than what the USACE used to define the project design flood. BARR will document the differences between the USACE flows and the revised flows. The revised flows will be used in the hydraulic modeling of the South Fork Zumbro River in Task 3.

2.4 Hydrology Report

BARR will prepare a hydrologic modeling report that documents the development of the PCSWMM model, the reservoir capacity analysis, and the results of the flood control project hydrology update.

Deliverables

- Hydrology report documenting model development and analysis
- PCSWMM model
- PowerPoint presentation to staff
- PowerPoint slide deck

Assumptions

- CITY will provide design drawings and reports for reservoirs for use in defining reservoir storage capacity and outlet conveyance hydraulics
- Hydrologic model will be developed using PCSWMM software for consistency with the CITY'S recently developed and planned future hydrologic models for drainage districts in the CITY.
- BARR will compare the hydrologic model results previously developed hydrologic data, but will not perform a formal model calibration.
- Starting water surface elevation for each reservoir is the normal pool level.
- BARR will spend up to 40 hours responding to one round of CITY comments on draft results

- BARR will not submit revised flows into the South Fork Zumbro River to the interagency hydrologic review committee for the state. If warranted, this could be done in a future phase of work.
- No hydrologic modeling will be conducted for the South Fork Zumbro River. The flood flows for the South Fork Zumbro River will be estimated using a statistical analysis based on the annual peak flows as measured by the USGS stream gage on that river.

3 Sixth Street Bridge Hydraulic Mitigation

The hydraulic design of the proposed Sixth Street Bridge indicates that the new bridge will increase upstream flood elevations. This task will develop a new two-dimensional hydraulic model of the South Fork Zumbro River to evaluate ways to mitigate the hydraulic impacts of the bridge. The model extents will be similar to what was modeled for the Sixth Street Bridge hydraulic design.

This task will involve:

- Creating a two-dimensional model using HEC-RAS representing existing hydraulic conditions.
- Calibrating the model to published FEMA profiles.
- Creating a proposed conditions model by adding the proposed Sixth Street Bridge.
- Working with CITY staff to define criteria for determining what successful mitigation means and identifying a range of potential mitigation strategies.
- Selecting up to four mitigation strategies to evaluate using the hydraulic model
- Creating conceptual design illustrations showing the location and dimensions of the modeled mitigation strategies.
- Develop planning level cost estimates for the modeled mitigation strategies.
- Meet with CITY staff to review and refine the mitigation feasibility analysis.
- Documenting analysis and recommendations.

Deliverables

- Technical memorandum
- Concept Design Illustrations
- Planning Level Cost Estimates
- Meeting Notes

Assumptions

- Up to four meetings with CITY staff
- BARR will respond to one round of comments on draft deliverables

4 South Fork Zumbro River Hydraulic Model Update

Expand the two-dimensional hydraulic model developed in the previous task to create a model domain for the South Fork Zumbro River that extends from Maywood Drive SW to a location downstream of FEMA XS A1 north of the 48th Street Northeast Bridge.

The FEMA effective hydraulic models for the South Fork Zumbro River are outdated and need significant updates. The purpose of the South Fork Zumbro River model update is to create a model that accurately reflects hydraulic structures crossing the channel and incorporates two-dimensional flow modeling to accurately simulate the project design flood and larger flood events that cause water to flow through city streets.

Attachment A

BARR will use bathymetric data from the existing one-dimensional model cross sections to define the river channel and LiDAR to define the floodplain terrain. The current 1D model uses steady flow. The 2D model will use constant flow rates matching the peak flows from the hydrologic modeling in Task 2.

The model domain will simulate the confluence areas with major tributaries and how flooding on the tributaries is affected by South Fork Zumbro River flooding.

Below is a breakdown of the tasks associated with the HEC-RAS model development.

1. Review and update cross sections throughout the model. Trim cross sections to the river banks.
2. Use 2022 LiDAR topography to define the 2D mesh for the overbank areas, and channel bathymetry from 1D HEC-RAS model cross sections.
3. Add breaklines throughout the 2D mesh to define high points that control the movement of water through the floodplain.
4. Verify and update definitions of hydraulic structures (bridges, dams, drop structures, grade control structures) to reflect record drawings.
5. Calibration and Validation—Obtain and catalog available data for model calibration (observed high water marks that can be associated with a measured flow rate). Identify up to three calibration events and one validation event. Calibrate the hydraulic model to the available data/events. Compare the model results to measured data for the validation event to check that the calibration is reasonable.
6. Flows—Simulate the 10%, 2%, 1%, 0.5%, and 0.2% annual chance (AC) floods using the revised flow estimates for the South Fork Zumbro River and the PCSWMM model (based on Atlas 14 hydrology).
7. Regulatory Flood Profiles—Check that flood profiles tie into the corresponding effective FIS profiles at the upstream and downstream ends of the model.
8. Develop inundation maps, inundation map comparisons, water surface depth maps, and velocity maps. See matrix of model results documents that BARR will prepare in the table below.

Hydraulic Results Work Products	10% AC 10-year	2% AC 50-year	1% AC 100-year	0.5% AC 200-year	0.2% AC 500-year
Flood Profile Plots 2026 vs FEMA	X	X	X		X
Flood Profile Plot 2026 vs USACE				X	
Inundation Maps Atlas 14 Hydrology	X	X	X	X	X
Inundation Comparisons 2026 vs. FEMA			X		X
Inundation Comparisons 2026 vs. 2025			X	X	X
Water surface depth maps			X	X	X
Velocity maps			X	X	X

2026 = the new HEC-RAS model developed for this study
FEMA = information published in the Olmsted County Flood Insurance Study
USACE = information published in the USACE design reports for the flood control project
2025 = the 1D HEC-RAS model used by BARR for the design and permitting of the Sixth Street Bridge project

9. Document model updates in a technical memorandum.
10. Respond to two rounds of comments on the model from CITY.

Deliverables

- Technical memorandum for South Fork Zumbro hydraulic modeling
- Water surface elevation profiles
- GIS database with maps for inundation, inundation comparisons, flood depths, and velocities

Attachment A

Assumptions

- CITY will provide topographic data for areas that have changed significantly since the latest available LIDAR was collected, if applicable.
- BARR will use existing topographic data for model updates. We will not collect additional topographic survey.
- BARR will follow FEMA guidance for model development.
- FEMA permitting is NOT included in this SOW.
- BARR will respond to two rounds of comments from the CITY on the model updates.

5 Hydraulic Scenario Modeling and Analysis

After building the new South Fork Zumbro River Model, BARR will meet with CITY staff to discuss and select one future conditions scenario to model. That scenario could include the addition of the Sixth Street Bridge, the modification of the Silver Lake Dam, and other changes to infrastructure along the river.

The existing conditions and future conditions models will be run for five flood scenarios.

- 100-year, 1% Annual Chance (AC)
- Upper Limit 100-year, 95% confidence of non-exceedance
- 200-year, 0.5% AC
- Upper Limit 200-year, 95% confidence of non-exceedance
- 500-year, 0.2% AC

The purpose of simulating the upper limit flows is to demonstrate the hydrologic uncertainty. The upper limit flows for the 100- and 200-year floods will be calculated using the 90% confidence limits for the South Fork Zumbro River discharge frequency curve and the upper confidence limit Atlas 14 precipitation depths for the major tributaries to the river.

The future conditions model will be a copy of the existing conditions model that incorporates the desired physical changes selected by the city.

BARR will prepare results comparisons as noted by the X's in the table below.

Results Comparisons	1% AC 100-year	1% AC Upper Limit	0.5% AC 200-year	0.5% AC Upper Limit	0.2% AC 500-year
Flood Profile Plot – Future vs Existing	X	X	X	X	X
Inundation Maps	X	X	X	X	X
Inundation Map Comparisons Future vs. Existing	X	X	X	X	X
Inundation Map Comparisons Future vs. FEMA	X				X

BARR will meet with CITY staff to review the results of the future conditions modeling. BARR will prepare a technical memorandum documenting the development of the future conditions modeling, the results comparison, and recommendations for next steps.

Deliverables

- Technical memorandum
- Water surface elevation profiles
- GIS database with maps showing inundation extents and inundation comparisons

Attachment A

Assumptions

- BARR will respond to one round of comments on draft deliverables for this task.
- Applying for a LOMR based on better technical data is NOT included in this task.
- No consideration will be made for future changes to precipitation frequency estimates.
- Up to two video call meetings with CITY staff.

6 Sedimentation Hydraulic Sensitivity Analysis

The CITY periodically removes sediment from the engineered channel to maintain hydraulic capacity. BARR will analyze the sensitivity of the South Fork Zumbro River channel's hydraulic capacity to sedimentation. The analysis will involve estimating loss of conveyance area due to sedimentation within the engineered cross sections. Sedimentation for this portion of the South Fork Zumbro River will be estimated using existing topographic survey between Broadway and Fourth Street. BARR will create a copy of the South Fork Zumbro River hydraulic model with a modified geometry to include the accumulated sediment. BARR will document the analysis and recommendations.

Deliverables

- Technical memorandum
- Water surface elevation profiles

Assumptions

- Sediment accumulation in the area where we have topographic survey is representative throughout the engineered channel reach.
- BARR will respond to one round of comments on draft deliverables for this task.
- BARR will use existing topographic data for model updates. We will not collect additional topographic survey.
- Up to two video call meetings with CITY staff

7 Tributary Model Hydrology Updates

Run the existing hydraulic models for major tributaries to the South Fork Zumbro River in Rochester using the updated hydrology from Task 2. The existing models only simulate two flow scenarios: 100-year TP-40 and 100-year Atlas 14. The table below lists the major tributaries and the hydrologic events that will be simulated.

Tributaries to South Fork Zumbro River	10% AC 10-year	2% AC 50-year	1% AC 100-year	0.5% AC 200-year	0.2% AC 500-year
Badger Run	X	X	X	X	X
Bear Creek	X	X	X	X	X
Cascade Creek	X	X	X	X	X
Hadley Valley Creek	X	X	X	X	X
Silver Creek	X	X	X	X	X
Willow Creek	X	X	X	X	X

For each tributary model, BARR will

1. Add and run the new flow scenarios.
2. Export inundation maps to a GIS database
3. Develop profile comparison plots comparing the published FEMA profiles to the Atlas 14 profiles

4. Review model results with CITY staff. Identify areas of concern and approximate return frequency for when flooding starts impacting structures.
5. Document model updates and recommendations.

Deliverables

- Technical memorandum
- Water surface elevation profiles
- GIS database of inundation maps for each simulated flood event

Assumptions

- BARR will not update model geometry.
- One video call meeting with CITY staff.
- BARR will respond to one round of comments from CITY staff on draft deliverables.

8 Project Summary Report and Presentations

BARR will use a project summary report and presentations to staff to summarize major findings and recommendations from the tasks in this scope of work.

The CITY is preparing a Surface Water Management Plan that will include information about how the CITY manages flood risk from the South Fork Zumbro River and its tributaries. BARR will work with CITY staff to structure the project summary report to meet the content needs for the Surface Water Management Plan.

In addition to general task coordination meetings with CITY staff, BARR will prepare and give four presentations to CITY staff summarizing the results of major tasks. The topic and goals of the project presentations are summarized below. Slide decks will be prepared for each meeting and the meetings will be recorded for future reference by the CITY.

- Presentation 1: Hydrologic Analysis Results
  - Topic: Hydrologic model development, assumptions, and results
  - Outcomes: Get CITY buy in on the hydrologic outputs that will be used in the hydraulic models and review reservoir capacity
  - Format: Video Call
- Presentation 2: South Fork Zumbro Hydraulic Model Updates and Tributary Model Hydrology Updates
  - Topic: Hydraulic model development, assumptions, and results
  - Outcomes: Review inundation maps, compare results with FEMA maps and 2025 1D HEC-RAS model maps, and select Future Conditions Scenario for Task 4
  - Format: Video Call
- Presentation 3: Scenario Modeling and Sedimentation Sensitivity Analysis
  - Topic: Scenario Modeling Results
  - Outcomes: Summarize model results and determine if additional scenarios should be added
  - Format: Video Call
- Presentation 4: Final Study Results
  - Topic: Summarize study results and recommendations
  - Outcomes: Discuss next steps
  - Format: In-Person Meeting

Attachment A

Deliverables

- Project Summary Report
- Presentation Slides (4)
- Presentation Recordings (4)
- GIS file geodatabase with inundation maps and other geospatial project data

Assumptions

- Project Summary Report will be delivered as a PDF. No hard copies.
- Presentation slides will be provided as a PDF.
- The presentations will be to CITY staff. No presentations to CITY Council.
- BARR will respond to one round of comments on the draft Project Summary Report.

9 Project Management

9.1 Meetings

Hold a conference call kick-off meeting with CITY staff to discuss project logistics and expectations. BARR will provide meeting notes to attendees.

Hold monthly calls with CITY staff to review progress and get feedback on interim results. Assumes up to eight one-hour meetings attended by up to three BARR staff.

9.2 Monitoring Scope, Schedule, and Budget

BARR will manage the scope, schedule, and budget, including managing BARR's staff resources, conducting regular coordination with the CITY and its representatives, invoicing, and communicating our budget and schedule status. BARR will provide project status updates with invoices every four weeks. Additional updates will be provided via email or phone calls, as needed.

9.3 Quality Control

BARR will establish review procedures for deliverables by developing a Quality Control Plan for the Project. The Quality Assurance/Quality Control (QA/QC) measures that will be employed on this project include a review of all technical work by independent QA/QC reviewers. Quality control includes quality control checks of data, computations, report text, and other deliverables. Project quality control will generally be accomplished via three levels of review: a) Peer review, b) Task Lead review, and c) Senior review. BARR's Project Manager and Principal in Charge will review all deliverables to the CITY.

BARR

Attachment B

Schedule

Table 1 lists the anticipated duration of each task. Total project duration is expected to be 7 to 10 months. Key analysis needed to support the Sixth Street Bridge project will be finished in early summer of 2026, assuming a notice to proceed in April 2026. BARR will develop a detailed schedule once we have the notice to proceed. BARR will provide updates every four weeks with invoices or more frequently, as needed.

Table 1 Project Duration by Task

#	Milestone Schedule	Estimated Duration[1]
1	Data Gathering and Review	1 to 2 Months
2	Hydrologic Modeling and Analysis	2 to 3 Months
3	Sixth Street Bridge Hydraulic Mitigation	2 to 3 Months
4	South Fork Zumbro Modeling and Analysis	3 to 4 Months
5	Hydraulic Scenario Modeling and Analysis	2 to 3 Months
6	Sedimentation Hydraulic Sensitivity Analysis	1 to 2 Month
7	Tributary Model Hydrology Updates	1 to 2 Month
8	Project Summary Report and Presentations	2 to 3 Months
9	Project Management	7 to 10 Months

[1] Tasks overlap within the milestone schedule.

Cost Estimate and Staff Hours Estimate

Table 2 provides a breakdown of the anticipated costs by task. BARR will complete these tasks on a time and expense basis, not to exceed the total cost in Table 2. These estimates are based on the scope, schedule, and assumptions in Attachment A. Work or costs beyond the total amount approved for this work order will require your approval. A detailed breakdown of estimated hours, by staff category, for each task is shown in Table 3.

Table 2 Cost Estimate

#	Task	Estimated Contract Amount
1	Data Gathering and Review	$14,000
2	Hydrologic Modeling and Analysis	$40,000
3	Sixth Street Bridge Hydraulic Mitigation	$29,000
4	South Fork Zumbro Modeling and Analysis	$28,000
5	Hydraulic Scenario Modeling and Analysis	$16,000
6	Sedimentation Hydraulic Sensitivity Analysis	$6,000
7	Tributary Model Hydrology Updates	$12,000
8	Project Summary Report and Presentations	$40,000
9	Project Management	$15,000
	TOTAL	**$200,000**

BARR

Attachment B

Table 3 Estimated Hours by Task

#	Task	Joe Waln, Principal	Anthony Vecchi, Project Manager	Senior Hydrologic and Hydraulic Modeler	Hydrologic and Hydraulic Modelers	GIS Specialist	Senior Hydrologist	Project Accounting Administrator	Total
1	Data Gathering and Review	14	25	0	42	0	4	0	85
2	Hydrologic Modeling and Analysis	16	22	52	136	34	18	0	278
3	Sixth Street Bridge Hydraulic Mitigation	19	22	12	118	20	0	0	191
4	South Fork Zumbro Modeling and Analysis	12	16	32	92	34	0	0	186
5	Hydraulic Scenario Modeling and Analysis	8	18	4	56	16	2	0	104
6	Sedimentation Hydraulic Sensitivity Analysis	2	4	4	28	0	0	0	38
7	Tributary Model Hydrology Updates	2	4	10	64	0	0	0	80
8	Project Summary Report and Presentations	36	56	26	118	32	0	0	268
9	Project Management	25	44	0	12	0	0	5	86
	TOTAL	**134**	**211**	**140**	**666**	**136**	**24**	**5**	**1316**

GENERAL CONDITIONS

ARTICLE 1 TERM OF CONTRACT

A. This Contract will be effective upon the date set in the Special Conditions, or upon execution and approval by the appropriate CITY officials, pursuant to City of Rochester Home Rule Charter, and the appropriate ENGINEER officials, which ever event occurs later. This Contract will remain in effect until the Expiration Date set in the Special Conditions, or until all obligations set forth in this Contract have been fulfilled, whichever event occurs first.

B. For delays encountered that are beyond ENGINEER's control, and upon written request from ENGINEER, the CITY's Authorized Agent may extend the Work Completion Date, as set forth in the Special Conditions of this Contract. The length of such time extension will be determined by the CITY's Agent.

C. It will be ENGINEER's responsibility to reasonably notify CITY's Authorized Agent, in writing, if ENGINEER has reason to believe the project will not be completed as scheduled. CITY's Authorized Agent will have the authority to adjust the schedule and final cost associated with such delays, in writing, within the terms of the Contract.

ARTICLE 2 GOVERNING LAW, JURISDICTION, AND VENUE

A. This Contract will be interpreted pursuant to Minnesota Law. Any citation to federal or state law incorporates the language of that law into this Contract as if fully set forth herein. Venue for all legal proceedings arising out of this Contract, or breach, will be in the applicable state or federal court with competent jurisdiction in Olmsted County, Minnesota.

ARTICLE 3 TERMS OF GENERAL CONDITIONS

A. Any and all provisions of these General Conditions will remain in force unless they are specifically and deliberately canceled or modified, in writing, by the Special Conditions of this Contract.

B. To the extent of any inconsistencies between the Special Conditions and these General Conditions, the Special Conditions will control. Minnesota Law supersedes any of the Special Conditions or General Conditions set forth in this Contract.

ARTICLE 4 TERMS OF PAYMENT

A. Subject to the provisions of the Special and General Conditions, all services performed and deliverables satisfactorily supplied by ENGINEER pursuant to this Contract will be paid by CITY. Compensation will be in accordance with the Special Conditions, ARTICLE 3, "Consideration of Payment".

B. If it appears at any time that ENGINEER will exceed the Total Contract Amount stated in the Special Conditions of this Contract, ENGINEER must notify CITY's Authorized Agent in writing in a timely manner. ENGINEER may not be compensated for work performed in excess of the Total Contract Amount without a written, and fully executed, amendment to the Contract. Any work performed beyond that, which is provided for in this Contract without a prior written amendment signed by CITY, may be deemed voluntary and ENGINEER may not be entitled to compensation for the extra work.

C. If ENGINEER claims any instructions, latent conditions, or conditions exist that cause extra cost under this Contract, ENGINEER must make claim for any extra cost incurred in writing 20 Calendar days after such instruction or observance of conditions. Latent conditions are conditions not anticipated by the Special Conditions of this Contract. Any claim made after this time may be refused and no claim will be valid unless so made. Any work performed under an amendment to this Contract that has not been properly approved and executed by the parties will be performed at ENGINEER's own risk.

D. Reimbursement for travel and subsistence expenses actually and necessarily incurred by ENGINEER as a result of performance of this Contract must not exceed the amount defined in the Special Conditions. ENGINEER will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Mn/DOT Travel Regulations".

ARTICLE 5 PROCEDURE FOR PAYMENT

A. Payments will be made by CITY within 30 days of ENGINEER's presentation of invoices and progress reports, properly prepared, for services performed in accordance with this contract. CITY shall notify ENGINEER in writing within 30 days of ENGINEER's presentation of invoices if they believe the progress reports were not properly prepared or the services were not properly performed in accordance with the contract.

B. Invoices for payment must be submitted by ENGINEER monthly to the CITY's Authorized Agent in the form prescribed by CITY. A sample invoice format is attached to this General Conditions. Invoices must identify the cost for the services performed and delivered for the billing period and must satisfy the requirements listed below:

For lump sum and other contracts:

1. Each invoice must contain the following information: CITY contract invoice number (sequentially numbered), billing address if different from business address, and ENGINEER's original signature attesting that the invoiced services and costs are new and that no previous charge for those services and deliverables has been included in any prior invoice.
2. The original of each invoice and progress report must be sent to the CITY's Authorized Agent for review and payment.

For other contracts only:

3. Direct non-salary costs allocable to the work under this Contract, and defined in the Special Conditions of this Contract, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct non-salary costs are any costs that are not the salaried costs directly related to the work of the ENGINEER. Supporting documentation must be provided in a manner that corresponds to each direct cost.
4. ENGINEER must provide, upon request of the CITY's Authorized Agent, the following supporting documentation:

   a. Direct salary costs of employees' time directly chargeable for the services performed under this Contract. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked, and total payment for each invoice period; and

   b. Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generated printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours, and the dollar amount charged to the project for each pay period.

C. If ENGINEER is authorized by CITY to use or uses any subcontractors, ENGINEER must include all the above supporting documentation in any subconsultant's Contract, and ENGINEER must comply with Minnesota Statutes Section 16A.1245, requiring timely payment by ENGINEER of subcontractors, penalties for late payments, and defining costs the subcontractor must be awarded if the subcontractor prevails in a lawsuit.

D. ENGINEER must require subcontractors' invoices to follow the same form and contain the same information as set forth above.

ARTICLE 6 CONDITIONS OF PAYMENT

A. All services and deliverables provided by ENGINEER under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. ENGINEER makes no warranties, expressed or implied, under this Contract or otherwise, in connection with ENGINEER's services The ENGINEER endeavors to comply with the following:

1. All current applicable federal, state, and local laws, ordinances, rules, and regulations.
2. All current state standards, policies, and practices required by applicable law to perform ENGINEER's services.

B. ENGINEER will not receive payment for work performed in violation of federal, state, or local laws, ordinances, rules, or regulations.

C. All deliverables covered by progress payments made by CITY will become the sole property of CITY. This provision must not be construed as relieving ENGINEER from sole responsibility for services and deliverables upon which payments have been made or the restoration of any damaged work or as waiving the right of CITY to require the fulfillment of all of the terms of this Contract. If the CITY uses the ENGINEER's deliverables in a manner beyond the scope of this contract, it

shall indemnify ENGINEER for claims resulting from this reuse. The CITY grants ENGINEER a non-exclusive license, to the extent of the CITY's rights in such data, to use the ENGINEER Data for other purposes.

D. Nothing in this Contract must be construed in any way to relieve ENGINEER from its obligation to complete the services and/or deliverables described in this Contract for a sum not to exceed that is set forth in the Special Conditions.

ARTICLE 7 ASSIGNMENT

A. ENGINEER may neither assign nor transfer any rights or obligations under this Contract without prior written authorization from the CITY's Authorized Agent. The written authority will in no way relieve ENGINEER from the primary responsibility for performance of the services and deliverables specified in this Contract.

ARTICLE 8 SUBCONTRACTS

A. ENGINEER must require all subcontractor contracts to contain all appropriate terms and conditions of this Contract. The use of subcontractors does not relieve the ENGINEER from performing and delivering the work stated in this Contract.

B. A copy of any and all subcontractor contracts must be sent to the CITY's Authorized Agent after execution of the subcontractor contract and prior to work starting under the subcontractor contract.

ARTICLE 9 AMENDMENTS, CHANGE ORDERS, MERGER, COUNTERPARTS, AND WAIVER

A. Amendments to this Contract will be considered only for unforeseen work or services that were excluded in the Scope of Work, entitled "Detailed Scope of Work," and that are considered essential to the work. Any written claim made by ENGINEER for extra work or costs under this Contract that has been approved by the CITY's Authorized Agent must be evidenced by an amendment to this Contract. Amendments must be in writing and executed and approved by the same parties and officials who executed and approved the original Contract, or their successors in office. ENGINEER must notify CITY's Project Manager in writing if ENGINEER will be delayed in any way from completing the project under this Contract.

B. The work to be done in connection with this Contract may be changed at the request of CITY, with the mutual concurrence of ENGINEER. Any change will be clearly and fully defined in writing, and approved by both parties. Change orders must be consistent with the basic purpose of this Contract and within the general Scope of Services identified in the Special Conditions. Changes in the Total Contract Amount or the Contract Expiration Date are not permitted in a change order.

C. This contract constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Contract. ENGINEER, by the signature below of its authorized representative, hereby acknowledges that the ENGINEER has read this Contract, understands it and agrees to be bound by its terms and conditions.

D. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same contract.

ARTICLE 10 COMPLIANCE WITH LICENSES, PERMITS, AND OTHER REGULATIONS

A. ENGINEER shall procure all licenses, permits, or other rights necessary to fulfill its obligations under this Contract in compliance with all applicable federal and state laws.

ARTICLE 11 DATA PRACTICES AND INTELLECTUAL PROPERTY

A. ENGINEER must comply with the Minnesota Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by CITY in accordance with this Contract and as it applies to all data created, gathered, generated, or acquired in accordance with this Contract.

B. Any reports, studies, photographs, negatives, or other documents created and paid for by ENGINEER in the performance of its obligations under this Contract are instruments of service in respect to ENGINEER's services and are the exclusive property of CITY. ENGINEER must remit all such materials to CITY upon completion or cancellation of this Contract. The CITY will indemnify ENGINEER for claims resulting from any reuse of such materials beyond the scope of this Contract. The City shall grant the ENGINEER a non-exclusive license, to the extent of the CITY's rights in such data, to use the ENGINEER Data for other purposes. ENGINEER waives all claims against the CITY resulting in any way from any reuse of the ENGINEER.

C. Unless otherwise directed by CITY, the originals of reports, drawings and plans; and legibly reproducible copies of work sheets, field notes, computations, and other project data must be relinquished to CITY:

1. Upon written notice of completion or cancellation of this Contract.
2. Upon written notification by CITY.
3. Prior to final payment by CITY to ENGINEER for this Contract.

D. Notwithstanding the above paragraphs, work papers, proprietary information, processes, methodologies, know-how and software ("Engineering Data") previously belonging or licensed to Engineer and used to perform ENGINEER's services shall remain the property of ENGINEER.. ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the direction of the ENGINEER), whether or not the Project is completed. To the extent the services performed by ENGINEER contain Engineering Data, ENGINEER hereby grants to CITY a non-exclusive, non-assignable, royalty-free, irrevocable license to use such Engineering Data for the purposes set forth herein, subject to the following limitations: such Engineering Data are not intended or represented to be suitable for use or reuse by CITY on extension of the Project or on any other project without written verification or adaptation by ENGINEER and any such reuse or modification of the Engineering Data without the written verification or adaptation by ENGINEER shall be done at CITY's sole risk and without liability to ENGINEER.

ARTICLE 12 LIABILITY

A. General - Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the project, and the ENGINEER's fee for the Services, and in consideration of the promises contained in this Contract, CITY and ENGINEER agree to allocate and limit such liabilities in accordance with this Article.

B. Indemnification - ENGINEER and CITY (the "Indemnifying Party") shall be liable for its own negligent acts, errors and omissions to the extent provided by law and subject to the CITY's cap on municipal tort liability under Minnesota Statutes Section 466.04, and hereby agrees to defend, indemnify, and hold harmless the other ("the Indemnified Party"), from any liability, damages, and costs arising from the negligent acts of ENGINEER and CITY and anyone for whose negligent acts they may be liable for in the performance of professional services required under this Contract which the Indemnified Party, its officers and employees may hereafter sustain, incur or be required to pay to the full effect provided by Minnesota Statutes Chapter 337, to the extent the ENGINEER and CITY are responsible for such liability, costs, damages, , including reasonable attorneys' fees, In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of ENGINEER and CITY, they shall be borne by each party in proportion to its own negligence.

C. Survival - Upon completion of all services, obligations, and duties provided for in this Contract, or if this Contract is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 13 WORKERS' COMPENSATION

A. Any and all employees of ENGINEER, including its subcontractors, or other persons while engaged in the performance of any work or services required by ENGINEER under this Contract, will not be considered employees of CITY. Any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of ENGINEER's employees, or other person while so engaged on any of the work or services to be rendered, will in no way be the obligation or responsibility of CITY. Pursuant to Minnesota Statutes 176.182, acceptable evidence of compliance with Workers' Compensation insurance coverage requirements must be presented to CITY before CITY may enter into a contract with ENGINEER.

ARTICLE 14 BONDS

This Article is hereby deleted.

ARTICLE 15 INSURANCE

A. A certificate of insurance for each type of insurance required under this Contract must be filed with the CITY's Authorized Agent within 30 days of execution of this Contract and prior to commencement of any work under this Contract. Each policy must contain a requirement that the insurer provide the CITY a 30-day notice of cancellation.

B. ENGINEER must maintain and furnish satisfactory evidence of the following insurance policies:

1. ENGINEER shall procure and maintain for the term of the Contract, insurance coverage as is reasonable and necessary for performed services by ENGINEER and its employees.
2. The ENGINEER shall be responsible for obtaining separate certificates and endorsements for each subconsultant. ENGINEER shall determine the appropriate level of insurance coverage and limits from its subconsultants.
3. **Workers' Compensation Insurance:** ENGINEER will provide Workers' Compensation insurance for all ENGINEER employees and, in case any work is subcontracted, ENGINEER will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of CITY of Minnesota, and including Coverage B, Employer's Liability, at limits not less than $500,000.00 bodily injury by disease per employee; $500,000.00 bodily injury by disease aggregate; and $500,000.00 bodily injury by accident. Evidence of subcontractor's insurance shall be filed with the ENGINEER.
4. **Commercial General Liability:** ENGINEER will maintain insurance protecting ENGINEER from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage including loss of use which may arise from operations under this Contract whether such operations be by ENGINEER or by a subcontractor or by anyone directly or indirectly employed under this Contract. ENGINEER's liability insurance shall be primary to any liability insurance maintained by the City. Unless otherwise specified within this Contract, ENGINEER's insurance minimum amounts will be as follows:
   a. $1,000,000.00 - per occurrence
   b. $2,000,000 – annual aggregate
   c. $2,000,000 – annual aggregate – Products/Completed Operations

   In addition, the following coverages should be included:
   a. Premises and Operations Bodily Injury and Property Damage
   b. Personal and Advertising Injury
   c. Products and Completed Operations Liability
   d. Blanket Contractual Liability
   e. Name CITY as an Additional Insured
5. **Commercial Automobile Liability:** ENGINEER will maintain insurance protecting ENGINEER from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for property damage including loss of use which may arise from operations under this Contract whether such operations were by ENGINEER or by subcontractor or by anyone directly or indirectly employed under this Contract. Unless otherwise specified within this Contract, the ENGINEER insurance minimum amounts will be as follows:

   $1,000,000.00 - per occurrence Combined Single Limit for Bodily Injury and Property Damage

   In addition, the following coverages should be included:

   Owned, Hired, and Non-owned
   Name CITY as an Additional Insured

6. **Professional Liability Insurance:**

   Unless otherwise specified within this Contract, ENGINEER insurance minimum amounts will be as follows:

   $1,000,000 – per claim or event
   $2,000,000 – annual aggregate

   This policy will provide coverage for all claims ENGINEER will become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to ENGINEER's professional services required under this Contract.

7. For work on railroad property, ENGINEER must obtain Railroad Protective Liability Insurance in accordance with Mn/DOT Specification 1708.2 (1995 Edition) or any subsequent changes or modifications to this specification.

C. ENGINEER must:

1. Include legal defense fees in addition to its liability policy limits, with the exception of Professional Liability Insurance above; and
2. Obtain insurance policies from an insurance company having an "AM BEST" rating of A-VIII or better.

D. CITY reserves the right to immediately rescind this Contract if ENGINEER is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against ENGINEER. Upon written request by the CITY's Authorized Agent, all insurance policies shall be open to inspection, and copies of policies may be requested.

ARTICLE 16 DELIVERABLE STANDARDS

A. CITY will have the authority to disapprove or reject services or deliverables that are defective. ENGINEER will be responsible for the accuracy of its work under this Contract and must make timely revisions or corrections without compensation resulting from errors and omissions on the part of ENGINEER. The services or deliverables provided to CITY by ENGINEER must be of such quality that they are suitable for their intended purpose.

B. ENGINEER's services and compensation under this Contract have been agreed to in anticipation of the orderly and continuous progress of the Project though completion. Unless specific periods of time or specific dates for providing services are specified in this Contract, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be require for the completion of said services.

C. If in this Contract specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CITY has requested changes in the scope, extent, or character of the Project; the time of performance of ENGINEER's services shall be adjusted equitably.

D. Neither party will be held responsible for delay or failure to perform when such delay or failure is due to any of the following, unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, or delays or defaults caused by public carriers, provided the defaulting party gives written notice as soon as possible to the other party of its inability to perform.

E. For purposes of this Contract the term "day" means a calendar day of 24 hours.

ARTICLE 17 ANTITRUST

A. ENGINEER assigns to CITY any and all claims for overcharges as to services and deliverables provided in connection with this Contract resulting from alleged antitrust violations, which arise under the antitrust laws of the United States and state of Minnesota.

ARTICLE 18 OFFICIALS NOT TO BENEFIT

A. Without prior written consent of CITY, ENGINEER must not employ any professional or technical personnel who are or have been at any time during the time period of this Contract in the employ of CITY, except retired CITY employees, without written consent from CITY.

B. ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ENGINEER, to solicit or secure this Contract, and that ENGINEER has not paid or agreed to pay any company or person, other than a bona fide employee working for ENGINEER, any fee, commissions, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making of this Contract.

ARTICLE 19 CANCELLATION

A. This Contract may be canceled by CITY within 30 days, at any time, with or without cause, upon written notice to the ENGINEER. In the event of such cancellation ENGINEER will be entitled to payment, determined on pro rata basis, for services and deliverables performed or delivered.

B. In the event CITY cannot or does not obtain funding, or funding cannot be continued at a level sufficient to allow for the purchasing of the services and deliverables contained herein, this Contract may be canceled within 30 days, at CITY's option, by written notice of cancellation delivered in person, by mail, or facsimile to ENGINEER at the address specified in this Contract. CITY will not be obligated to pay for any services and deliverables provided by ENGINEER after such notice of cancellation.

C. If City fails to make any payment due to ENGINEER for services satisfactorily performed and expenses within thirty days after the date of ENGINEER's invoice, ENGINEER may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold project deliverables due under this Contract until ENGINEER has been paid in full all amounts due for services, expenses and charges.

ARTICLE 20 ERRORS OR OMISSIONS

A. ENGINEER will be responsible for the accuracy of its work and must promptly make necessary revisions or corrections resulting from ENGINEER's negligent acts, errors, or omissions without additional compensation. Acceptance of the work by CITY will not relieve ENGINEER of the responsibility for subsequent correction of any errors or omissions or for clarification of any ambiguities.

B. At any time during construction or any phase of work performed by others based on data provided by ENGINEER, ENGINEER must confer with CITY when necessary for the purpose of interpreting the information secured and/or to correct any errors and/or omissions made by ENGINEER. ENGINEER must prepare any and all plans or data needed to correct the errors and/or omissions without added compensation, even though final payment may already have been received by ENGINEER. ENGINEER must give immediate attention to these changes so there will be minimal delay to the project.

C. If negligent acts, errors, or omissions are made by ENGINEER in any phase of the work, the correction of which may require additional field or office work, ENGINEER will be promptly notified by CITY and will be required to perform such additional work as may be necessary to correct these negligent acts, errors, or omissions without undue delay and without additional cost to CITY. If the ENGINEER is aware of any negligent acts, errors, or omissions made in any phase of its work, the corrections of which may require any additional field or office work, ENGINEER must promptly perform such additional work as may be necessary to correct these negligent acts, errors, or omissions without undue delay and without additional cost to CITY.

D. ENGINEER will be responsible for any damages incurred as a result of its negligent acts, errors, or omissions and for any loss or cost to repair or remedy ENGINEER's errors, omissions or negligent acts. Acceptance of the work by CITY will not relieve ENGINEER of the responsibility for subsequent correction of any such negligent acts, errors, or omissions, or of liability for loss or damage resulting therefrom.

E. ENGINEER must respond to CITY's notice of any errors and/or omissions within reasonable time and give immediate attention to these corrections to minimize any delays to the ENGINEER.

ARTICLE 21 DISPUTE RESOLUTION

A. Mediation. Any claim, controversy or dispute arising out of this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The mediation shall be conducted in Olmsted County, Minnesota, and in accordance with the Minnesota Civil Mediation Act, Minn. Stat. 572.31, et., seq. Any claim, controversy or dispute not resolved by mediation may be the subject of legal or equitable proceedings filed by either party. The legal or equitable proceedings must be venued in Olmsted County, Minnesota. The parties waive all rights to and claims for monetary awards other than compensatory damages.

ARTICLE 22 FEDERAL CLAUSES

If Federal Funds are involved with this Contract, the following additional conditions apply:

A. Compliance with Regulations. The subconsultant shall comply with Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation, hereinafter referred to as "DOT", Title 49, Code of Federal Regulations, Part 2, as they may be amended from time to time hereinafter referred to as the "Regulations", which are herein incorporated by reference and made part of this contract.

B. Non-discrimination. The subconsultant, with regard to the work performed by it during this contract, shall not discriminate on the grounds of race, color, national origin, sex, disabilities, or veteran's status in the selection and retention of subconsultants, subcontractors, including procurement of materials and leases of equipment. The subconsultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, including procurement of materials and equipment. In all solicitations either by competitive bidding or negotiation made by the subconsultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the ENGINEER of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, disabilities or veteran's status.

D. Information and Reports. The subconsultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the ENGINEER, sponsor, or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the subconsultant is in the exclusive possession of another who fails or refuses to furnish this information, the subconsultant shall so certify to the ENGINEER, sponsor, or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the subconsultant's noncompliance with the non-discrimination provisions of this contract, the CITY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the subconsultant under the contract until the subconsultant complies, and/or,
2. Cancellation, termination or suspension of the contract, in whole or in part.

F. Policy. It is the policy of the DOT that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this contract. (Consequently, the MBE requirements of 49 CFR Part 23 apply to this contract and the subconsultant hereby agrees to abide by these requirements.)

G. DBE Obligation. The subconsultant agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this contract. In this regard, all contractors shall take all necessary and responsible steps in accordance with 49 CFR Part 23 to compete for and perform contracts. Contractors shall not discriminate on the

basis of race, color, national origin, sex, disability, or veteran's status in the award and performance of this DOT assisted contract.

INVOICE

City Project Number (JXXXX)
State Aid Project No.

To: Dillon Dombrovski
Department of Public Works
4001 West River Parkway NW, Suite 100
Rochester, MN 5901

Estimated Completion: _____ %

Period Ending: _____
Invoice Date: _____

INVOICE NO._____

Project Description:

Re: CITY Contract No. _____ _____
Contract Expiration Date: Dec 1, 202x _____

	TOTAL CONTRACT AMOUNT	TOTAL BILLING TO DATE	AMOUNT PREVIOUSLY BILLED	BILLED THIS INVOICE
1. DIRECT COSTS for Professional Services:				
2. OTHER DIRECT COSTS: (Attach support documentation)				
3. SUBCONTRACTORS: (Attach support documentation)				
NET EARNINGS TOTALS:				
TOTAL AMOUNT DUE THIS INVOICE:				

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Contract Amendment with SEH for Additional Design Services for the 37th St NE Stormwater Management Facility – Project No. J6520

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Aaron Luckstein

Action Requested:

Authorizing a contract amendment with SEH in the amount of $175,300 for the final design of the 37th St NE Stormwater Management Facility – Project No. J6520.

Report Narrative:

A regional stormwater management facility is proposed within the northwest quadrant of 37th St NE and East River Rd NE, immediately south of Foster-Arend Park. The proposed stormwater management facility will include an offline infiltration basin with a large wet sedimentation basin that will serve as pretreatment for the infiltration basin. The 37th St Stormwater Management Facility will incorporate an outlet control structure that allows large storm events to bypass the infiltration basin and be conveyed directly to the South Fork Zumbro River.

This stormwater management facility is intended to provide water quality treatment for the 500-plus acre watershed that it serves via infiltration, thus reducing the volume of stormwater runoff and sediment conveyed to the South Fork Zumbro River and providing stormwater water quality treatment credits for approximately 90 acres. The project will also address the conveyance of stormwater between the proposed stormwater facility and the South Fork Zumbro River while maintaining trail connectivity through the parcel.

This project initially started in 2018 but was put on hold because of challenges with meeting DNR requirements. The project was picked back up in 2025 as a top candidate project for helping meet the growing need for an offsite stormwater water quality treatment trading site. The initial contract with SEH was successful in solving the previous challenges and now requires an amendment to complete the final design of the proposed project. Two existing high-flow inlets require enhanced energy dissipation measures beyond the original project scope. Baffled chute spillways are proposed to address this need and will require additional geotechnical and structural design not included in the initial scope. These services also include further evaluation and design of trail connections between the trail system north of 37th St NE and Foster-Arend Park.

The cost for these additional services will be billed on an hourly basis, not to exceed $175,300, bringing the total design cost to $327,000. Public Works recommends approval of these additional services to allow completion of the final project design. The project will come back to council seeking approval to request construction bids.

Priorities & Foundational Principles:
Responsible Environmental Stewardship
Inclusive Growth Management

Policy Considerations & DEI Impact:
The proposed project is consistent with City policies, maintenance requirements, and design standards related to storm water conveyance and water quality treatment.

Prior Legislative Actions & Community Engagement:
August 11, 2025: Council Meeting - Authorization of design services contract

Fiscal & Resource Impact:

The 37th St NE Stormwater Management Facility Project - Project No. 6520 is funded through the 2018 Storm Water Capital Improvement Plan (CIP), Map No. 23 Regional Stormwater Infiltration Facility Project: East River Rd/ 37th St NE Infiltration Basin Construction.

The original CIP budget for this project was $1,410,000 but as previously noted, was determined to be infeasible. Based on the updated design, the current engineer's estimate for the project is $4,320,000 with a 20% contingency. Once designed, the project will come back to council for approval to request for bids. Updated project costs will be provided to council at that time.

The additional funding required will be covered by Storm Water Utility Fund reserves. A portion of the total project cost is expected to be recovered through the sale of stormwater water quality credits.

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

Prepared By:
Troy Erickson

Attachments:
Project Location Map - 37th ST NE Stormwater Management Facility - Project No. J6520

Professional Services Contract - Contract Amendment with SEH for the 37th ST NE Stormwater Management Facility - Project No. J6520

Path: B:\DSI\Public Works\PROJECTS\J-PROJ\J6520\Design\Concepts\J6520_Concept.aprx

J6520, 37th ST NW Infiltration Basin Project Location Map

0 50 100 200 Feet

CITY OF ROCHESTER MINNESOTA

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

PROFESSIONAL TECHNICAL (NONCITY EMPLOYEE) SERVICES

Project Identification: Contract Amendment 1 - J6520, 37th ST NE Stormwater Management Facility

Accounting Information:

Fiscal Year: 2026	Fund:	Project No.: J6520
Total Contract Amt: $175,300	State Aid Project No.:	Job No.:

This Contract between the City of Rochester, MN (CITY) and Short Elliot Hendrickson, Inc. ("ENGINEER");
Address: SEH
3428 Lakeridge Place NW
Rochester, Minnesota 55901

WHEREAS, CITY does not have available necessary and / or qualified personnel to conduct the services as described herein; and

WHEREAS, ENGINEER represents that it is licensed and agrees to perform all services described in this Contract.

NOW, THEREFORE it is agreed that ENGINEER, who is not a city employee, will perform the work under this Contract, including the Special and General Conditions and any exhibits or other conditions which are attached and incorporated.

Effective Date: **April 6, 2026** Expiration Date: **April 6, 2027**

IN WITNESS WHEREOF, the parties have executed this contract intending to be bound.

ENGINEER

By: _____Date: _____
Brad Woznak, PE
Title: ____Principal

CITY OF ROCHESTER

By: _____Date: _____ And By: _____Date:_____
Kim Norton, Mayor Ann Kasel, City Clerk

Approved as to Form & Execution

_____
Michael Spindler-Krage, Deputy City Attorney

SPECIAL CONDITIONS

ARTICLE 1 **TERM OF CONTRACT**

Effective Date:	April 6, 2026
Work Completion Date:	July 31, 2026
Expiration Date:	April 6, 2027

ARTICLE 2 **SCOPE OF WORK**

A. Detailed Scope of Work: See Attached Contract Amendment Proposal from SEH
B. Project Deliverables: See Attached Contract Amendment Proposal from SEH
C. General Conditions: See Attached

ARTICLE 3 **CONSIDERATION OF PAYMENT**

Consideration for all services performed by ENGINEER, as defined by this contract, will be paid by CITY on an hourly, fee schedule basis, not to exceed for the following items:

ENGINEER Services Cost	**Work Task Description**	**Cost**
Data Collection & Review	Additional geotechnical exploration at the location of the proposed baffled chute spillways.	$6,000
Pond Revisions and Outlet Structure Design	Additional structural and geotechnical design for a robust baffled chute spillway at the two inlets into the proposed stormwater management facility, site visit for evaluation of existing conditions, additional design related to trail modifications necessary over the downstream channel, and an evaluation of potential groundwater impacts to the park to the north of the proposed stormwater management facility.	$157,200
Meetings and Project Management	Additional meetings with City staff and other entities associated with project and project management through project design.	$12,100
	TOTAL CONTRACT AMOUNT:	**$175,300**

ARTICLE 4 **ENGINEER'S PERSONNEL**

ENGINEER'S Authorized Agent, or Key Personnel:
Name: Emily Jennings, P.E.
Title: Project Manager
Address: 3428 Lakeridge Place NW, Rochester, Minnesota 55901
Phone: (218) 576-7944
Email: ejennings@sehinc.com
Responsibility Project Manager

If ENGINEER'S Authorized Agent changes at any time during this Contract, ENGINEER must immediately notify CITY.

ARTICLE 5 **CITY'S AUTHORIZED AGENT / PROJECT MANAGER**

CITY'S Authorized Agent, or Project Manager will be:
Name: **Jacob Souhrada, PE**
Title: **Water Resources Engineer**
Address: **301 37th St NW, Rochester, MN 55901**
Phone: **(507) 328-2522**
Email: **jsouhrada@rochestermn.gov**
Responsibility**:** **Project Manager**

CITY'S Authorized Agent will have authority to accept or reject ENGINEER'S services and deliverables. If such services and deliverables are acceptable and satisfactory, the CITY'S Authorized Agent will certify each invoice submitted for payment by the ENGINEER.

March 25, 2026

RE: City of Rochester
J6520, 37th Street NE Infiltration Basin Update
SEH No. ROCHE 187246 14.00

Jacob Souhrada
City of Rochester
301 37th Street NW
Rochester, MN 55901

Dear Mr. Souhrada:

Short Elliott Hendrickson Inc. has prepared this letter to identify additional services that were not assumed within the scope of work of our original agreement, dated July 29, 2025. The basis for our request is described below.

Task 3: Stormwater Facility Design

3.1 Pond Layout and Outlet Structure Design
The original scope of work for the pond outlet was initially assumed to be simpler, a concrete single-stage weir or a sheet pile weir wall however the revised concept requires a more complex weir structure with multiple stages needed to manage the bounce of the wet basin by maintaining minimal head and maximizing discharge through the low flow bypass pipe as well as avoiding overtopping of infiltration basin. This will require additional design and detailing.

Due to the grading and storage design constraints, it was determined that a baffled chute spillway at each inlet location will be necessary to provide the proper energy dissipation from the box culvert inflow. These structures will require significant structural design, detailing, and production of plans and bidding documents, beyond the estimate in our original scope of work, including calculations of wall and base slab thickness and reinforcement necessary to support the structure. Structural reinforcement design will be required to ensure that the baffle blocks can withstand the hydraulic impact forces from the box culvert inflow coupled with steep grades and overall configuration. These structures will require additional geotechnical field evaluation and design to ensure that the subgrade will support the structures and slope stability issues do not arise.

3.2 High Flow Outlet Channel Stabilization Design
Given the configuration of the proposed outlet structure and potential large range of high flows down the channel, time for a site visit was included to walk the site and downstream channel.

3.3 Trail Alignment Evaluation
The original scope of work included an analysis to determine if trail modifications would be necessary. Following discussions with the City on the conceptual design, it is assumed that a trail restoration plan will be necessary for the impacted portions of the trail. It is assumed that the trail will generally follow the existing alignment and a new high flow channel crossing will be evaluated and incorporated into a trail restoration plan, as part of the final plans.

3.4 Technical Design Memorandum
Given the design and detailing complexity of the proposed structures, additional final design and documentation will be required to complete a comprehensive technical memorandum, including components of outlet structure and spillway design, estimated construction costs, and a discussion of potential groundwater impacts to the park area to the north of the project site.

3.5 Final Plans and Special Provisions
Additional plan sheets, design details, and special provisions are required to construct these more complex structures.

These additional services for Task 3 are estimated at $157,200.

Task 4: Meetings and Project Management
Given the complexity of the hydraulics structures proposed, two additional meetings are proposed to review design progress and details with the City and SEH hydraulic, structural and geotechnical staff. These meetings are assumed to be virtual, one hour in length. Agendas and supporting documents will be provided prior to the meetings and meeting minutes will be sent afterwards.

Additionally, more meetings occurred than were assumed in the original agreement, therefore time was added to execute the meetings in the original scope, including design review meetings at 60%, 90%, and final design milestones. These additional services are estimated at $12,100.

Expenses
Foundation support for the proposed structures will be key to long-term functionality,, it is recommended that additional geotechnical exploration occurs at the location of the spillways for each inlet location. These additional subconsultant fees are estimated at $6,000.

SEH requests additional fees of **$175,300** for completion of the services identified above, and summarized in the table below. These additional fees will be used to complete the more robust design components the project and future team meetings on an hourly basis and including any expenses and equipment.

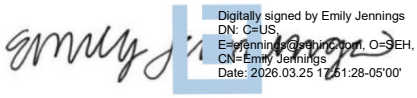
Task	Estimated Fees
3. Pond Revisions and Outlet Structure Design	$157,200
4. Meetings and Project Management	$12,100
Expenses	$6,000
Total	**$175,300**

Schedule
The following schedule assumes a notice to proceed is granted in the month of April.
- April 2026 – Structural engineering design process begins and geotechnical team to initiate soil investigation
- May 2026 – Soil investigation report complete
- May 2026 – 60% plans
- June 2026 – 90% plans
- July 2026 – Final construction documents

Please feel free to contact me with any questions or concerns you may have.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Emily K. Jennings, PE (MN)
Sr. Water Resources Engineer
(Lic. MN)

Accepted this ____day of _____, 2026

City of Rochester
By: _____

Title: _____

c: Jenna Obernolte, Client Service Manager
Brad Woznak, Regional Practice Center Leader
Brett Coleman, Sr. Water Resources Engineer

X:\PT\R\ROCHE\187246\1-genl\10-setup-cont\02-contract\Additional Services Request

TASKS	STAFF											
	CSM/Civil Engineer	Project Manager	Senior Prof Engineer	Structural Engineer	Sr. Structural Engineer	Sr. Structural Engineer	Structural Technician	Sr Geotech Engineer	Geotech Engineer	Technician	Hydraulic Engineer	Admin Asst
	JO	EJ	BW	HC	RR	JJ	RD	WW	BA	SA	FK	Staff
	$225	$234	$272	$132	$253	$279	$145	$238	$233	$126	$206	$130
3. Pond Revisions and Outlet Structure Design												
3.1. Pond layout and Outlet structure design		16	16	70	100	28	168	12	24	32	40	
3.2. High Flow Outlet Channel Stabilization Design	2	6	6									
3.3. Trail Alignment Evaluation	12	4	2						4	32	16	
3.4. Technical Design Memorandum		8	4	8	8	4		2	4		4	2
3.5. Final Plan and Special Provisions / SWPPP	2	32	16	12	16	12	60		8	32		2
4. Meetings and Project Management	4	16	8	4	4			4	4		4	8
Hours	**20**	**82**	**52**	**94**	**128**	**44**	**228**	**18**	**44**	**96**	**64**	**12**
											Subtotal Cost:	**$169,300**
											Expenses ($6,000 Geotechnical borings and testing):	**$6,000**
											Estimated Total Cost:	**$175,300**

Task Breakdown	
1. Data Collection and Review	$0
2. Permitting Review and Agency Discussions	$0
3. Pond Revisions and Outlet Structure Design	$157,212
4. Meetings and Project Management	$12,107
Subtotal Cost	$169,319
Expenses	$6,000
Estimated Total Cost	$175,300

Assumptions

- Trail modifications and restoration plans will occur generally along the existing alignment . A new crossing with be evaluated.
- Using available information, groundwater flow paths will be investigated and any potential impacts to the park area to the north will be discussed within the technical memorandum.
- No groundwater modelling will be included.
- Time for one field visit for PM and Sr. Engineer included.
- No pile-founded structures are anticipated (to be determined following additional geotechnical investigation).
- City will provide additional survey information as needed.
- Scope of work does not include bidding assistance or construction observation and administration.

GENERAL CONDITIONS

ARTICLE 1 TERM OF CONTRACT

A. This Contract will be effective upon the date set in the Special Conditions, or upon execution and approval by the appropriate CITY officials, pursuant to City of Rochester Home Rule Charter, and the appropriate ENGINEER officials, which ever event occurs later. This Contract will remain in effect until the Expiration Date set in the Special Conditions, or until all obligations set forth in this Contract have been fulfilled, whichever event occurs first.

B. For delays encountered that are beyond ENGINEER's control, and upon written request from ENGINEER, the CITY's Authorized Agent may extend the Work Completion Date, as set forth in the Special Conditions of this Contract. The length of such time extension will be determined by the CITY's Agent.

C. It will be ENGINEER's responsibility to reasonably notify CITY's Authorized Agent, in writing, if ENGINEER has reason to believe the project will not be completed as scheduled. CITY's Authorized Agent will have the authority to adjust the schedule and final cost associated with such delays, in writing, within the terms of the Contract.

ARTICLE 2 GOVERNING LAW, JURISDICTION, AND VENUE

A. This Contract will be interpreted pursuant to Minnesota Law. Any citation to federal or state law incorporates the language of that law into this Contract as if fully set forth herein. Venue for all legal proceedings arising out of this Contract, or breach, will be in the applicable state or federal court with competent jurisdiction in Olmsted County, Minnesota.

ARTICLE 3 TERMS OF GENERAL CONDITIONS

A. Any and all provisions of these General Conditions will remain in force unless they are specifically and deliberately canceled or modified, in writing, by the Special Conditions of this Contract.

B. To the extent of any inconsistencies between the Special Conditions and these General Conditions, the Special Conditions will control. Minnesota Law supersedes any of the Special Conditions or General Conditions set forth in this Contract.

ARTICLE 4 TERMS OF PAYMENT

A. Subject to the provisions of the Special and General Conditions, all services performed and deliverables satisfactorily supplied by ENGINEER pursuant to this Contract will be paid by CITY. Compensation will be in accordance with the Special Conditions, ARTICLE 3, "Consideration of Payment".

B. If it appears at any time that ENGINEER will exceed the Total Contract Amount stated in the Special Conditions of this Contract, ENGINEER must notify CITY's Authorized Agent in writing in a timely manner. ENGINEER may not be compensated for work performed in excess of the Total Contract Amount without a written, and fully executed, amendment to the Contract. Any work performed beyond that, which is provided for in this Contract without a prior written amendment signed by CITY, may be deemed voluntary and ENGINEER may not be entitled to compensation for the extra work.

C. If ENGINEER claims any instructions, latent conditions, or conditions exist that cause extra cost under this Contract, ENGINEER must make claim for any extra cost incurred in writing 20 Calendar days after such instruction or observance of conditions. Latent conditions are conditions not anticipated by the Special Conditions of this Contract. Any claim made after this time may be refused and no claim will be valid unless so made. Any work performed under an amendment to this Contract that has not been properly approved and executed by the parties will be performed at ENGINEER's own risk.

D. Reimbursement for travel and subsistence expenses actually and necessarily incurred by ENGINEER as a result of performance of this Contract must not exceed the amount defined in the Special Conditions. ENGINEER will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Mn/DOT Travel Regulations".

ARTICLE 5 PROCEDURE FOR PAYMENT

A. Payments will be made by CITY within 30 days of ENGINEER's presentation of invoices and progress reports, properly prepared, for services performed in accordance with this contract. CITY shall notify ENGINEER in writing within 30 days of ENGINEER's presentation of invoices if they believe the progress reports were not properly prepared or the services were not properly performed in accordance with the contract.

B. Invoices for payment must be submitted by ENGINEER monthly to the CITY's Authorized Agent in the form prescribed by CITY. A sample invoice format is attached to this General Conditions. Invoices must identify the cost for the services performed and delivered for the billing period and must satisfy the requirements listed below:

For lump sum and other contracts:

1. Each invoice must contain the following information: CITY contract invoice number (sequentially numbered), billing address if different from business address, and ENGINEER's original signature attesting that the invoiced services and costs are new and that no previous charge for those services and deliverables has been included in any prior invoice.
2. The original of each invoice and progress report must be sent to the CITY's Authorized Agent for review and payment.

For other contracts only:

3. Direct non-salary costs allocable to the work under this Contract, and defined in the Special Conditions of this Contract, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct non-salary costs are any costs that are not the salaried costs directly related to the work of the ENGINEER. Supporting documentation must be provided in a manner that corresponds to each direct cost.
4. ENGINEER must provide, upon request of the CITY's Authorized Agent, the following supporting documentation:

   a. Direct salary costs of employees' time directly chargeable for the services performed under this Contract. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked, and total payment for each invoice period; and

   b. Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generated printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours, and the dollar amount charged to the project for each pay period.

C. If ENGINEER is authorized by CITY to use or uses any subcontractors, ENGINEER must include all the above supporting documentation in any subconsultant's Contract, and ENGINEER must comply with Minnesota Statutes Section 16A.1245, requiring timely payment by ENGINEER of subcontractors, penalties for late payments, and defining costs the subcontractor must be awarded if the subcontractor prevails in a lawsuit.

D. ENGINEER must require subcontractors' invoices to follow the same form and contain the same information as set forth above.

ARTICLE 6 CONDITIONS OF PAYMENT

A. All services and deliverables provided by ENGINEER under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. ENGINEER makes no warranties, expressed or implied, under this Contract or otherwise, in connection with ENGINEER's services The ENGINEER endeavors to comply with the following:

1. All current applicable federal, state, and local laws, ordinances, rules, and regulations.
2. All current state standards, policies, and practices required by applicable law to perform ENGINEER's services.

B. ENGINEER will not receive payment for work performed in violation of federal, state, or local laws, ordinances, rules, or regulations.

C. All deliverables covered by progress payments made by CITY will become the sole property of CITY. This provision must not be construed as relieving ENGINEER from sole responsibility for services and deliverables upon which payments have been made or the restoration of any damaged work or as waiving the right of CITY to require the fulfillment of all of the terms of this Contract. If the CITY uses the ENGINEER's deliverables in a manner beyond the scope of this contract, it

shall indemnify ENGINEER for claims resulting from this reuse. The CITY grants ENGINEER a non-exclusive license, to the extent of the CITY's rights in such data, to use the ENGINEER Data for other purposes.

D. Nothing in this Contract must be construed in any way to relieve ENGINEER from its obligation to complete the services and/or deliverables described in this Contract for a sum not to exceed that is set forth in the Special Conditions.

ARTICLE 7 ASSIGNMENT

A. ENGINEER may neither assign nor transfer any rights or obligations under this Contract without prior written authorization from the CITY's Authorized Agent. The written authority will in no way relieve ENGINEER from the primary responsibility for performance of the services and deliverables specified in this Contract.

ARTICLE 8 SUBCONTRACTS

A. ENGINEER must require all subcontractor contracts to contain all appropriate terms and conditions of this Contract. The use of subcontractors does not relieve the ENGINEER from performing and delivering the work stated in this Contract.

B. A copy of any and all subcontractor contracts must be sent to the CITY's Authorized Agent after execution of the subcontractor contract and prior to work starting under the subcontractor contract.

ARTICLE 9 AMENDMENTS, CHANGE ORDERS, MERGER, COUNTERPARTS, AND WAIVER

A. Amendments to this Contract will be considered only for unforeseen work or services that were excluded in the Scope of Work, entitled "Detailed Scope of Work," and that are considered essential to the work. Any written claim made by ENGINEER for extra work or costs under this Contract that has been approved by the CITY's Authorized Agent must be evidenced by an amendment to this Contract. Amendments must be in writing and executed and approved by the same parties and officials who executed and approved the original Contract, or their successors in office. ENGINEER must notify CITY's Project Manager in writing if ENGINEER will be delayed in any way from completing the project under this Contract.

B. The work to be done in connection with this Contract may be changed at the request of CITY, with the mutual concurrence of ENGINEER. Any change will be clearly and fully defined in writing, and approved by both parties. Change orders must be consistent with the basic purpose of this Contract and within the general Scope of Services identified in the Special Conditions. Changes in the Total Contract Amount or the Contract Expiration Date are not permitted in a change order.

C. This contract constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Contract. ENGINEER, by the signature below of its authorized representative, hereby acknowledges that the ENGINEER has read this Contract, understands it and agrees to be bound by its terms and conditions.

D. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same contract.

ARTICLE 10 COMPLIANCE WITH LICENSES, PERMITS, AND OTHER REGULATIONS

A. ENGINEER shall procure all licenses, permits, or other rights necessary to fulfill its obligations under this Contract in compliance with all applicable federal and state laws.

ARTICLE 11 DATA PRACTICES AND INTELLECTUAL PROPERTY

A. ENGINEER must comply with the Minnesota Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by CITY in accordance with this Contract and as it applies to all data created, gathered, generated, or acquired in accordance with this Contract.

B. Any reports, studies, photographs, negatives, or other documents created and paid for by ENGINEER in the performance of its obligations under this Contract are instruments of service in respect to ENGINEER's services and are the exclusive property of CITY. ENGINEER must remit all such materials to CITY upon completion or cancellation of this Contract. The CITY will indemnify ENGINEER for claims resulting from any reuse of such materials beyond the scope of this Contract. The City shall grant the ENGINEER a non-exclusive license, to the extent of the CITY's rights in such data, to use the ENGINEER Data for other purposes. ENGINEER waives all claims against the CITY resulting in any way from any reuse of the ENGINEER.

C. Unless otherwise directed by CITY, the originals of reports, drawings and plans; and legibly reproducible copies of work sheets, field notes, computations, and other project data must be relinquished to CITY:

1. Upon written notice of completion or cancellation of this Contract.
2. Upon written notification by CITY.
3. Prior to final payment by CITY to ENGINEER for this Contract.

D. Notwithstanding the above paragraphs, work papers, proprietary information, processes, methodologies, know-how and software ("Engineering Data") previously belonging or licensed to Engineer and used to perform ENGINEER's services shall remain the property of ENGINEER.. ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the direction of the ENGINEER), whether or not the Project is completed. To the extent the services performed by ENGINEER contain Engineering Data, ENGINEER hereby grants to CITY a non-exclusive, non-assignable, royalty-free, irrevocable license to use such Engineering Data for the purposes set forth herein, subject to the following limitations: such Engineering Data are not intended or represented to be suitable for use or reuse by CITY on extension of the Project or on any other project without written verification or adaptation by ENGINEER and any such reuse or modification of the Engineering Data without the written verification or adaptation by ENGINEER shall be done at CITY's sole risk and without liability to ENGINEER.

ARTICLE 12 LIABILITY

A. General - Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the project, and the ENGINEER's fee for the Services, and in consideration of the promises contained in this Contract, CITY and ENGINEER agree to allocate and limit such liabilities in accordance with this Article.

B. Indemnification - ENGINEER and CITY (the "Indemnifying Party") shall be liable for its own negligent acts, errors and omissions to the extent provided by law and subject to the CITY's cap on municipal tort liability under Minnesota Statutes Section 466.04, and hereby agrees to defend, indemnify, and hold harmless the other ("the Indemnified Party"), from any liability, damages, and costs arising from the negligent acts of ENGINEER and CITY and anyone for whose negligent acts they may be liable for in the performance of professional services required under this Contract which the Indemnified Party, its officers and employees may hereafter sustain, incur or be required to pay to the full effect provided by Minnesota Statutes Chapter 337, to the extent the ENGINEER and CITY are responsible for such liability, costs, damages, , including reasonable attorneys' fees, In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of ENGINEER and CITY, they shall be borne by each party in proportion to its own negligence.

C. Survival - Upon completion of all services, obligations, and duties provided for in this Contract, or if this Contract is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 13 WORKERS' COMPENSATION

A. Any and all employees of ENGINEER, including its subcontractors, or other persons while engaged in the performance of any work or services required by ENGINEER under this Contract, will not be considered employees of CITY. Any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of ENGINEER's employees, or other person while so engaged on any of the work or services to be rendered, will in no way be the obligation or responsibility of CITY. Pursuant to Minnesota Statutes 176.182, acceptable evidence of compliance with Workers' Compensation insurance coverage requirements must be presented to CITY before CITY may enter into a contract with ENGINEER.

ARTICLE 14 BONDS

This Article is hereby deleted.

ARTICLE 15 INSURANCE

A. A certificate of insurance for each type of insurance required under this Contract must be filed with the CITY's Authorized Agent within 30 days of execution of this Contract and prior to commencement of any work under this Contract. Each policy must contain a requirement that the insurer provide the CITY a 30-day notice of cancellation.

B. ENGINEER must maintain and furnish satisfactory evidence of the following insurance policies:

1. ENGINEER shall procure and maintain for the term of the Contract, insurance coverage as is reasonable and necessary for performed services by ENGINEER and its employees.
2. The ENGINEER shall be responsible for obtaining separate certificates and endorsements for each subconsultant. ENGINEER shall determine the appropriate level of insurance coverage and limits from its subconsultants.
3. **Workers' Compensation Insurance:** ENGINEER will provide Workers' Compensation insurance for all ENGINEER employees and, in case any work is subcontracted, ENGINEER will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of CITY of Minnesota, and including Coverage B, Employer's Liability, at limits not less than $500,000.00 bodily injury by disease per employee; $500,000.00 bodily injury by disease aggregate; and $500,000.00 bodily injury by accident. Evidence of subcontractor's insurance shall be filed with the ENGINEER.
4. **Commercial General Liability:** ENGINEER will maintain insurance protecting ENGINEER from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage including loss of use which may arise from operations under this Contract whether such operations be by ENGINEER or by a subcontractor or by anyone directly or indirectly employed under this Contract. ENGINEER's liability insurance shall be primary to any liability insurance maintained by the City. Unless otherwise specified within this Contract, ENGINEER's insurance minimum amounts will be as follows:
   a. $1,000,000.00 - per occurrence
   b. $2,000,000 – annual aggregate
   c. $2,000,000 – annual aggregate – Products/Completed Operations

   In addition, the following coverages should be included:
   a. Premises and Operations Bodily Injury and Property Damage
   b. Personal and Advertising Injury
   c. Products and Completed Operations Liability
   d. Blanket Contractual Liability
   e. Name CITY as an Additional Insured
5. **Commercial Automobile Liability:** ENGINEER will maintain insurance protecting ENGINEER from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for property damage including loss of use which may arise from operations under this Contract whether such operations were by ENGINEER or by subcontractor or by anyone directly or indirectly employed under this Contract. Unless otherwise specified within this Contract, the ENGINEER insurance minimum amounts will be as follows:

   $1,000,000.00 - per occurrence Combined Single Limit for Bodily Injury and Property Damage

   In addition, the following coverages should be included:

   Owned, Hired, and Non-owned
   Name CITY as an Additional Insured

6. **Professional Liability Insurance:**

   Unless otherwise specified within this Contract, ENGINEER insurance minimum amounts will be as follows:

   $1,000,000 – per claim or event
   $2,000,000 – annual aggregate

   This policy will provide coverage for all claims ENGINEER will become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to ENGINEER's professional services required under this Contract.

7. For work on railroad property, ENGINEER must obtain Railroad Protective Liability Insurance in accordance with Mn/DOT Specification 1708.2 (1995 Edition) or any subsequent changes or modifications to this specification.

C. ENGINEER must:

1. Include legal defense fees in addition to its liability policy limits, with the exception of Professional Liability Insurance above; and
2. Obtain insurance policies from an insurance company having an "AM BEST" rating of A-VIII or better.

D. CITY reserves the right to immediately rescind this Contract if ENGINEER is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against ENGINEER. Upon written request by the CITY's Authorized Agent, all insurance policies shall be open to inspection, and copies of policies may be requested.

ARTICLE 16 DELIVERABLE STANDARDS

A. CITY will have the authority to disapprove or reject services or deliverables that are defective. ENGINEER will be responsible for the accuracy of its work under this Contract and must make timely revisions or corrections without compensation resulting from errors and omissions on the part of ENGINEER. The services or deliverables provided to CITY by ENGINEER must be of such quality that they are suitable for their intended purpose.

B. ENGINEER's services and compensation under this Contract have been agreed to in anticipation of the orderly and continuous progress of the Project though completion. Unless specific periods of time or specific dates for providing services are specified in this Contract, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be require for the completion of said services.

C. If in this Contract specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CITY has requested changes in the scope, extent, or character of the Project; the time of performance of ENGINEER's services shall be adjusted equitably.

D. Neither party will be held responsible for delay or failure to perform when such delay or failure is due to any of the following, unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, or delays or defaults caused by public carriers, provided the defaulting party gives written notice as soon as possible to the other party of its inability to perform.

E. For purposes of this Contract the term "day" means a calendar day of 24 hours.

ARTICLE 17 ANTITRUST

A. ENGINEER assigns to CITY any and all claims for overcharges as to services and deliverables provided in connection with this Contract resulting from alleged antitrust violations, which arise under the antitrust laws of the United States and state of Minnesota.

ARTICLE 18 OFFICIALS NOT TO BENEFIT

A. Without prior written consent of CITY, ENGINEER must not employ any professional or technical personnel who are or have been at any time during the time period of this Contract in the employ of CITY, except retired CITY employees, without written consent from CITY.

B. ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ENGINEER, to solicit or secure this Contract, and that ENGINEER has not paid or agreed to pay any company or person, other than a bona fide employee working for ENGINEER, any fee, commissions, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making of this Contract.

ARTICLE 19 CANCELLATION

A. This Contract may be canceled by CITY within 30 days, at any time, with or without cause, upon written notice to the ENGINEER. In the event of such cancellation ENGINEER will be entitled to payment, determined on pro rata basis, for services and deliverables performed or delivered.

B. In the event CITY cannot or does not obtain funding, or funding cannot be continued at a level sufficient to allow for the purchasing of the services and deliverables contained herein, this Contract may be canceled within 30 days, at CITY's option, by written notice of cancellation delivered in person, by mail, or facsimile to ENGINEER at the address specified in this Contract. CITY will not be obligated to pay for any services and deliverables provided by ENGINEER after such notice of cancellation.

C. If City fails to make any payment due to ENGINEER for services satisfactorily performed and expenses within thirty days after the date of ENGINEER's invoice, ENGINEER may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold project deliverables due under this Contract until ENGINEER has been paid in full all amounts due for services, expenses and charges.

ARTICLE 20 ERRORS OR OMISSIONS

A. ENGINEER will be responsible for the accuracy of its work and must promptly make necessary revisions or corrections resulting from ENGINEER's negligent acts, errors, or omissions without additional compensation. Acceptance of the work by CITY will not relieve ENGINEER of the responsibility for subsequent correction of any errors or omissions or for clarification of any ambiguities.

B. At any time during construction or any phase of work performed by others based on data provided by ENGINEER, ENGINEER must confer with CITY when necessary for the purpose of interpreting the information secured and/or to correct any errors and/or omissions made by ENGINEER. ENGINEER must prepare any and all plans or data needed to correct the errors and/or omissions without added compensation, even though final payment may already have been received by ENGINEER. ENGINEER must give immediate attention to these changes so there will be minimal delay to the project.

C. If negligent acts, errors, or omissions are made by ENGINEER in any phase of the work, the correction of which may require additional field or office work, ENGINEER will be promptly notified by CITY and will be required to perform such additional work as may be necessary to correct these negligent acts, errors, or omissions without undue delay and without additional cost to CITY. If the ENGINEER is aware of any negligent acts, errors, or omissions made in any phase of its work, the corrections of which may require any additional field or office work, ENGINEER must promptly perform such additional work as may be necessary to correct these negligent acts, errors, or omissions without undue delay and without additional cost to CITY.

D. ENGINEER will be responsible for any damages incurred as a result of its negligent acts, errors, or omissions and for any loss or cost to repair or remedy ENGINEER's errors, omissions or negligent acts. Acceptance of the work by CITY will not relieve ENGINEER of the responsibility for subsequent correction of any such negligent acts, errors, or omissions, or of liability for loss or damage resulting therefrom.

E. ENGINEER must respond to CITY's notice of any errors and/or omissions within reasonable time and give immediate attention to these corrections to minimize any delays to the ENGINEER.

ARTICLE 21 DISPUTE RESOLUTION

A. Mediation. Any claim, controversy or dispute arising out of this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The mediation shall be conducted in Olmsted County, Minnesota, and in accordance with the Minnesota Civil Mediation Act, Minn. Stat. 572.31, et., seq. Any claim, controversy or dispute not resolved by mediation may be the subject of legal or equitable proceedings filed by either party. The legal or equitable proceedings must be venued in Olmsted County, Minnesota. The parties waive all rights to and claims for monetary awards other than compensatory damages.

ARTICLE 22 FEDERAL CLAUSES

If Federal Funds are involved with this Contract, the following additional conditions apply:

A. Compliance with Regulations. The subconsultant shall comply with Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation, hereinafter referred to as "DOT", Title 49, Code of Federal Regulations, Part 2, as they may be amended from time to time hereinafter referred to as the "Regulations", which are herein incorporated by reference and made part of this contract.

B. Non-discrimination. The subconsultant, with regard to the work performed by it during this contract, shall not discriminate on the grounds of race, color, national origin, sex, disabilities, or veteran's status in the selection and retention of subconsultants, subcontractors, including procurement of materials and leases of equipment. The subconsultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, including procurement of materials and equipment. In all solicitations either by competitive bidding or negotiation made by the subconsultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the ENGINEER of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, disabilities or veteran's status.

D. Information and Reports. The subconsultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the ENGINEER, sponsor, or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the subconsultant is in the exclusive possession of another who fails or refuses to furnish this information, the subconsultant shall so certify to the ENGINEER, sponsor, or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the subconsultant's noncompliance with the non-discrimination provisions of this contract, the CITY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

   1. Withholding of payments to the subconsultant under the contract until the subconsultant complies, and/or,
   2. Cancellation, termination or suspension of the contract, in whole or in part.

F. Policy. It is the policy of the DOT that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this contract. (Consequently, the MBE requirements of 49 CFR Part 23 apply to this contract and the subconsultant hereby agrees to abide by these requirements.)

G. DBE Obligation. The subconsultant agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this contract. In this regard, all contractors shall take all necessary and responsible steps in accordance with 49 CFR Part 23 to compete for and perform contracts. Contractors shall not discriminate on the

basis of race, color, national origin, sex, disability, or veteran's status in the award and performance of this DOT assisted contract.

INVOICE

City Project Number (J6520)
State Aid Project No.

To: Dillon Dombrovski
Department of Public Works
4001 West River Parkway NW, Suite 100
Rochester, MN 5901

Estimated Completion:_____%___

Period Ending: _____
Invoice Date: _____

INVOICE NO._____

Project Description:

Re: CITY Contract No. _____ _____
Contract Expiration Date: August 1, 2026 _____

	TOTAL CONTRACT AMOUNT	TOTAL BILLING TO DATE	AMOUNT PREVIOUSLY BILLED	BILLED THIS INVOICE
1. DIRECT COSTS for Professional Services:				
2. OTHER DIRECT COSTS: (Attach support documentation)				
3. SUBCONTRACTORS: (Attach support documentation)				
NET EARNINGS TOTALS:				
TOTAL AMOUNT DUE THIS INVOICE:				

F.20

REQUEST FOR ACTION

City-Owner Contract: Public Watermain & Hydrant to Serve Lot 1, Block 1, Chateau Circle Fourth - Project No. J5663

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:

Authorizing:

1. A City-Owner Contract for Project No. J5663, "Public Watermain & Hydrant to Serve Lot 1, Block 1, Chateau Circle Fourth" with City execution conditional upon full execution of the contract by Owner, Contractor, and Engineer, and;
2. Professional Technical Services Contract with GGG, Inc., dba G-Cubed, for $4,400, for work related to Project No. J5663, "Public Watermain & Hydrant to Serve Lot 1, Block 1, Chateau Circle Fourth," subject to City execution of the City-Owner Contract.

Report Narrative:

Public Works brings forward City-Owner and professional technical services contracts for consideration by the Council for Project No. J5663, "Public Watermain & Hydrant to Serve Lot 1, Block 1, Chateau Circle Fourth."

A City-Owner contract is recommended with Chateau Circle LLC, (as Owner), DeCook Excavating, Inc., (as Contractor), and GGG, Inc., dba G-Cubed, (as Design Engineer). Use of a City-Owner contract will accommodate Owner's timeline for development, while ensuring that the quality of public infrastructure meets City Standards, and it is the preferred contract to utilize for this project.

A professional technical services contract is recommended with GGG, Inc., dba G-Cubed, (as Consulting Engineer), for $4,400, to be paid by Owner. It is required by the City-Owner contract that Owner provides professional technical services for the project, as defined in the City Specifications and Standards.

Priorities & Foundational Principles:

Inclusive Growth Management
Inclusive Growth Management

Policy Considerations & DEI Impact:

A City-Owner contract is a required part of the City-Owner Construction Program, which is designed to ensure that the installation of public infrastructure, within a private development or due to a private development, is constructed to City Standards.

Prior Legislative Actions & Community Engagement:

No prior legislative action.

Fiscal & Resource Impact:
As required by the contracts, Owner has paid the City for the preparation of the City-Owner contract, and Owner will provide pre-payment to City for use in compensating Consulting Engineer for their services according to the professional technical services contract.

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

Prepared By:
Kyle Mittlieder

Attachments:
City Owner Contract - Chateau Circle 4th Watermain - Project No. J5663

Exhibit - Chateau Circle 4th Watermain - Project No. J5663

Professional Technical Services Contract - Chateau Circle 4th Watermain - Project No. J5663

CITY-OWNER CONTRACT

THIS AGREEMENT ("Contract"), made this ____ day of _____, 2026, between the **City of Rochester,** a Minnesota municipal corporation, (hereinafter referred to as "City"), **Chateau Circle LLC,** a Minnesota limited liability company (hereinafter referred to as "Owner") and **DeCook Excavating, Inc.**, a Minnesota corporation (hereinafter referred to as "Contractor"), and **GGG, Inc.**, a Minnesota corporation **dba G-Cubed** (hereinafter referred to as "Design Engineer"), and together Owner, Contractor and Design Engineer shall hereinafter collectively be referred to as the "Parties" under the general terms and conditions of this Contract.

WITNESSETH, THAT WHEREAS

1) Owner owns real property platted as Lots 1 & 2, Block 1, Chateau Circle Fourth, City of Rochester, Olmsted County, Minnesota (hereinafter referred to as the "Property").
2) Owner is requesting permission to, at its own expense, construct public watermain and a fire hydrant within a public easement crossing a portion Lot 2 and Lot 1, within the Property, consistent with the approved civil construction plans **(R25-0067GF)** and specifications thereof prepared by Design Engineer, generally referred to as **"Public Watermain & Hydrant to Serve Lot 1, Block 1, Chateau Circle Fourth) – J5663"**, the plan sheets depicted for reference as attached Exhibit 'A', and hereinafter referred to as the "Project".
3) City is willing to grant Owner permission to perform the public improvements work for the Project, utilizing Contractor, at its own cost and expense (unless otherwise specifically noted herein), and subject to the terms and conditions herein, including full compliance with the approved civil construction plans for the Project (hereinafter referred to as "Project Plans"), and in adherence to the City's Standard Design Specifications.

NOW, THEREFORE, it is hereby mutually agreed between City and Parties as follows:

I. **OWNER'S SPECIFIC OBLIGATIONS**.

a) Owner's representative, **Mark Welch, G-Cubed, Inc.**, will serve as " Project Manager" for the Project. The Project Manager is responsible for all coordination of the work elements including Project close out.

b) Owner shall oversee the Contractor's completion of all Project work elements by **July 30, 2026, (**hereinafter referred to as **"**Completion Date**")** and in a manner consistent with the approved Project Plans and in adherence with City Standard Design Specifications. Additionally Owner shall pay for all Project construction costs, including any scope of work changes that may be required to fulfill the conditions or intent of the Development Agreement, or any other agreement between the Owner, and City related to the Project or Project Property, or requirements of the City Ordinances, development conditions, or State or Federal requirements or provisions, and any changed working conditions (due to weather, soils, etc.). In the event the Project work elements are not completed by Completion Date, Owner and Contractor may be required by City to execute an Addendum to the Contract, and Owner may be obligated to reimburse City for additional costs incurred by the City related to additional observation and oversight by Design Engineer, as a result of the delay in completion of the Project work elements.

c) **GGG, Inc.**, a Minnesota corporation **dba G-Cubed** (as "Observation & Oversight Engineer") has been retained by City, through a separate arrangement, to perform construction observation and oversight for the Project. Concurrent with Owner's execution of this Contract, Owner or Owner's representative shall pay to City the amount of **$4,400.00** representing Owner's financial obligation related to observation and oversight services for the Project that are to be performed by Observation & Oversight Engineer. Owner shall have no other financial obligation related to construction observation and oversight for the Project, subject to the work elements for the Project being completed by Completion Date, in the event the observation and oversight expenses for the Project, as documented by Observation and Oversight Engineer and approved by City, are less than the amount specified above and collected from Owner, City will reimburse Owner's representative who made initial payment, the net difference upon City's confirmation that all applicable expenses incurred by Observation & Oversight Engineer have been claimed, verified, and paid by City.

d) Owner shall not provide work direction or interfere with Observation & Oversight Engineer performing its duties related to the Project. In the event Owner has any concerns regarding Observation & Oversight Engineer's duties, Owner shall communicate directly with the City Engineer or his/her designee to resolve any concerns.

e) Public Works collected Development Charges applicable to the development of the individual lots within the Property will be collected through invoicing as part of the Site Development Plan or Utility Connection Permit process for each lot.

f) **Owner acknowledges that all private sanitary sewer & water service connections being constructed as part of this development are NOT part of this Contract and that separate utility connection permit(s) and inspection(s) are required from Public Works prior to commencement of installation of the private utility services**

g) Failure to do everything required by this Contract, as it pertains to the Owner's obligations set forth in this Contract, may be used as a basis for denying Owner the opportunity to perform other projects within the City.

h) Unless all public drainage & utility easements, and right-of-way have previously been dedicated for all public infrastructure for the Project, Owner shall dedicate all easements, at no cost to City, concurrent with execution of this Contract by Owner. Owner shall provide City a legal description and exhibit drawing (prepared by a qualified professional), for said easements, and shall pay City a standard document preparation and recording fee.

II. **CONTRACTOR'S REPRESENTATIONS.**

a) Contractor represents it has examined and carefully studied the Contract, approved Project Plans, City Standard Design Specifications, and all other data and reference items related to the Project.

b) Contractor represents it has visited the Property, conducted a thorough and alert visual examination of the Property and the adjacent areas, has become familiar with, and is satisfied as to the general, local, and Property conditions that may affect cost, progress, and performance of its work elements included in the Project.

c) Contractor represents it is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of its work elements included in the Project.

d) Contractor represents it has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Property and all drawings of physical conditions related to existing surface or subsurface structures at the Property that have been identified in the technical data in such reports and drawings; and (2) reports and drawings related to hazardous environmental conditions, if any, at or adjacent to the Property that have been identified in the technical data in such reports and drawings.

III. **CONTRACTOR SPECIFIC OBLIGATIONS.**

a) Contractor hereby covenants and agrees to furnish all materials, all necessary tools and equipment, and to do and perform all the work and labor necessary in the construction of the Project described herein, in accordance with Project Plans approved by the City Engineer, and in compliance with current year City of Rochester engineering standards and specifications incorporated into the Project Plans, and to do everything required by the contract documents. Contractor shall perform the work elements, and based on the approved Project Plans, , and specifications, and as they may be amended based on any subsequently City-approved owner contract addendum(s). City shall not unreasonably withhold, condition or delay approval of any subcontractor. **Contractor acknowledges that all private sanitary sewer & water service connections being constructed as part of this development project are NOT part of**

this Contract and that separate utility connection permit(s) and inspection(s) are required from Public Works prior to commencement of installation of the private utility services.

b) Safety. Contractor agrees to take all precautions necessary to protect the public against injuries, and keep danger signals at all places and at such times as the public safety may require.

c) Completion Date. The Contractor shall complete all of its Project work elements, except for warranty items that are subject to this Contract, to the satisfaction of City, on or before by Completion Date. Upon commencing specific work elements, Contractor shall complete all public improvements within the approved Project Plans for the Project, **within 2 working days**. In the event Contractor's work elements have not been completed within this schedule, City may take action to resolve the outstanding items through whatever legal course it may deem appropriate, including but not limited to one or more of the following:

(1) City may record an affidavit of noncompliance indicating that the City will withhold the issuance of building permits until such time as the outstanding elements are completed;
(2) City may withhold future contracts with the Contractor;
(3) City may contact the bonding agents and take action against the performance bond for completion of the required elements;
(4) City may take such other legal action that it determines necessary to protect its interests.

d) Project Surety from Contractor. Contractor shall provide surety in an amount and in a form acceptable to City that accurately represents the estimated cost of the public improvements work to be performed by the Contractor.

(1) Prior to commencement of any work under this contract, Contractor shall furnish to City, performance and payment bonds executed by itself and a surety company authorized to do business in the State of Minnesota. Each bond shall be in the total sum of at least **$56,568.50** with the performance bond for use by City, and the payment bond for the benefit of all persons furnishing labor and materials for the purpose of this contract. Said bonds shall be conditioned as required by Minnesota Statutes, Section 574.26, and shall guarantee the performance of the contract in accordance with the approved Project Plans and specification and payment of all claims for the labor and materials, respectively.

(2) **If the bonds do not state on their face that they remain in full force and effect until the expiration of Contractor's one-year maintenance period, Contractor shall also provide a maintenance bond in the same amount, and with an effective date covering Contractor's maintenance period.**

(3) As a condition of performing work under this Contract, Contractor shall obtain surety from Owner in an amount and in a form it determines is adequate to guarantee Owner's payment to Contractor for all Project

work elements performed by Contractor under the terms of this Contract **and may not later claim City has violated Minn. Stat. 574.26.** By execution of this Contract, Contractor agrees and shall hold City harmless from any and all claims Contractor may have for payment for work performed under this Contract. All work elements shall be performed by contractors and subcontractors licensed to perform those specific work elements.

(4) Sewer Lines. Where applicable, Contractor will install a sewer plug(s) at a location(s) designated by the City Engineer prior to connection of new sanitary sewer lines to existing City sewer lines. This/These plugs shall only be removed at the discretion of the City Engineer or his designee.

(5) Insurance. Contractor and Owner, at their own expense, shall procure and maintain for a duration not less than its maintenance and warranty period, one or more general liability insurance policies naming the City of Rochester as an additional insured, with combined bodily injury limits of at least $2,000,000/$4,000,000 and property damage limits of at least $500,000, and file such policies of insurance, or certificates of such insurance, with the City Clerk. Contractor and Owner further agree to maintain insurance on their vehicles and to maintain insurance on all vehicles in the performance of this contract with bodily injury limits of at least $2,000,000/$4,000,000 and property damage limits of at least $500,000, naming the City of Rochester as an additional insured, and to file a certificate or certificates of such automobile insurance with the City Clerk. The liability insurance policies of Contractor and Owner shall be primary to any liability insurance maintained by the City. Contractor and Owner shall also file with the City Clerk certificate(s) indicating insurance is in effect for workers' compensation. In the event that all or a portion of the work contemplated by this Contract shall be done by Contractor through subcontractors, it shall be the responsibility of Contractor to determine and require that such subcontractors maintain automobile and worker's compensation insurance, as set forth above, and that certificates to this effect are filed with the City Clerk. Contractor shall also ensure that its subcontractors are aware of and abide by the provisions of the City Owner Contract Inspections and Approvals requirements. All policies of insurance shall be endorsed indicating that in the event of cancellation or termination of any insurance above described, City of Rochester is to receive thirty days' written notice of the insurance company or companies' intention to cancel or terminate any policy, policies, or any portion thereof. If any insurance certificate indicates the policy will expire prior to the end of the maintenance period, Contractor and Owner, shall provide new certificate(s) of insurance prior to the expiration date indicated on the original certificate(s), and in any event shall maintain insurance during such maintenance period.

(6) Failure to do everything required by this Contract may be used as a basis for denying Contractor the opportunity to construct other public improvement projects within the City.

IV. **DESIGN ENGINEER'S SPECIFIC OBLIGATIONS.**

a) Standard of Care. In performance of its duties, Design Engineer shall maintain its ethical and legal duty of a professional to exercise the level of care, diligence, and skill prescribed in the code of practice of his or her profession, or as other professionals in the same discipline would in the same or similar circumstances.

b) Design Engineer shall maintain Errors & Omissions Insurance for all of its design, plan and specification preparation, and record drawings related to the Project. The minimum aggregate coverage shall be not less than $1,000,000.00.

c) Design Engineer shall provide record drawings for all Project related public infrastructure and critical grading elements. Said record drawings shall be provided to City in a format acceptable to the City Engineer.

d) Failure to do everything required by this Contract may be used as a basis for denying Design Engineer the opportunity to perform other engineering services for public infrastructure within the City of Rochester.

V. **CONTRACT DOCUMENTS.** The contract documents for the Project, which are made a part hereof to the same extent as if fully set forth herein, consist of this Contract, the approved Project Plans and the City of Rochester's Standards for Street and Utility Construction in effect at the time of contract execution, all of which are incorporated herein by reference. Work shall not commence on the Project until the Project Plans have been approved and these approved Project Plans and specifications for the Project are on file with the City Engineer. An on-site meeting between Owner, Contractor, Design Engineer, Observation & Oversight Engineer, and City's representative shall be held prior to commencing work on the Project, to discuss project scope, erosion control, and general schedule.

VI. **CITY ACCEPTANCE, MAINTENANCE, OWNERSHIP.** City accepts no responsibility for the maintenance of the Project elements until such work is certified by Observation & Oversight Engineer and is subsequently accepted by City. When accepted by City, the Project elements shall become the property of City without any further acts or deeds of Owner, except that Contractor guarantees and agrees to maintain the stability of all work done and materials furnished and installed pursuant to this contract for the duration established by this Contract. City's Acceptance of the work shall be memorialized by the City Engineer's execution of a separate City Acceptance (an example Acceptance is provided for reference on the attached Exhibit B). City Engineer may accept Owner's, Design Engineer's, or Contractor's work independent of the completion of the remaining Parties' obligations.

VII. **NON-ACCEPTANCE.** Owner and / or Contractor, within 14 days after receiving notice from City or its agent, that the Project, or a portion thereof, has not been constructed in accordance with City specifications or has not been accepted, or that a warranty claim is being made, shall perform such work identified as needing completion or correction within a schedule approved by the City.

VIII. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed by all Parties that Owner, Contractor, Design Engineer, and Observation & Oversight Engineer are independent contractors and all persons employed by said Parties in the performance of any work or services required or provided for herein shall not be considered employees of City for any purpose whatsoever, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, and any and all such claims and any act or omission on the part of any party's employees while engaged in any work or services under this Contract shall in no way be the obligation or responsibility of City.

IX. **COMPLIANCES.** In connection with the administration and performance of the work authorized by this Contract, Owner, Contractor, Design Engineer shall comply and cause its agents and employees to comply with all federal, state and local laws, together with all ordinances and regulations applicable to this Contract and the work to be performed hereunder.

X. **CONFLICT OF INTEREST.** For the construction of these public facilities **Design Engineer** and **Observation & Oversight Engineer** may be required to provide professional services to Owner and to City under a separate Contract for Professional Services. City and Owner understand this relationship and waive any right to claim that services provided by **Design Engineer** and **Observation & Oversight Engineer,** create a conflict of interest for any purpose.

XI. **HOLD HARMLESS.** Owner agrees to defend and hold harmless City, its officials, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the negligent or otherwise tortious activities of Owner, its agents who are not Parties to this Contract, or employees under this Contract. Owner agrees to defend and pay all costs in defending these claims, including attorney's fees.

Contractor agrees to defend, indemnify and hold harmless City, its officials, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the negligent or otherwise tortious activities of Contractor or its subcontractors, agents, or employees under this Contract. Contractor agrees to defend and pay all costs in defending these claims, including attorney's fees.

Design Engineer agrees to indemnify and hold harmless City, its officials, officers, agents, and employees from all claims, suits, or actions resulting from or arising out of the negligent activities of Design Engineer or its subcontractors,

agents, or employees under this Contract. Design Engineer agrees to reimburse all costs of these claims, including attorney's fee.

XII. **WAIVER**. The failure of City to enforce any provisions of this contract shall not constitute a waiver by City of that or any other provision.

XIII. **MERGER CLAUSE**. This Contract constitutes the final expression of the Parties' agreement, and the complete and exclusive statement of the terms agreed upon. This instrument supersedes all prior negotiations, understandings, agreements, and representations. There are no oral or written understandings, agreements, or representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by the Parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

XIV. **CONCURRENCE**. By executing this Contract, Owner, Contractor, and Design Engineer acknowledge that he/she: (a) enters into and executes this Contract knowingly, voluntarily and willingly of his/her/its own volition with such consultation with legal counsel as he/she/it deems appropriate; (b) has had a sufficient amount of time to consider this Contract's terms and conditions, and to consult an attorney before signing this Contract; (c) has read and understands all of its terms, appreciates the significance of those terms and has made the decision to accept them as stated herein; and (d) has not relied upon any representation or statement not set forth herein. All Parties wish to avoid any development or administrative delays associated with a legal challenge to any of the terms of this Contract. Notwithstanding any provision in this Contract to the contrary, this clause will survive the termination or expiration of this Contract.

XV. **SUBSTITUTION**. Owner shall not substitute Contractor identified herein without the prior written consent of the City Engineer and formal Contract amendment signed by all Parties. Contractor acknowledges that it is bound by the terms of this Contract and is obligated to perform the required work in a professional and workmanlike manner through the use of its own staff and/or sub-consultants.

XVI. **EXECUTION IN COUNTERPARTS**. This Contract may be executed in any number of counterparts by the different Parties hereto on separate signature pages, and all such counterparts taken together shall be deemed to constitute one and the same Instrument.

XVII. **GOVERNING LAW.** The formation, interpretation, and performance of this Contract will be governed by, and construed in accordance with the laws of the State of Minnesota, regardless of any conflict of law provisions that would require application of the laws of any other jurisdiction.

XVIII. **JURISDICTION AND VENUE**. The appropriate venue and jurisdiction for any litigation in state court hereunder shall be heard in District Court in Olmsted County, Minnesota. The appropriate venue and jurisdiction for any litigation in federal court involving the Parties and this Contract will be in the appropriate federal court in the State of Minnesota.

XIX. **COMMENCEMENT OF WORK.** Work under this contract shall not commence until such time the Contract documents are fully executed, the Project Plans are approved, and Contractor has received a written notice to proceed from City.

XX. **CONSTRUCTION CONTRACT.** Owner and Contractor agree that the Project is part of the Work to be completed pursuant to the Construction Contract. Contractor and Owner agree that the terms of the Construction Contract shall apply to the Project to be completed pursuant to this Contract.

(Signature pages to follow)

IN WITNESS WHEREOF, the City and Parties have caused this Contract to be duly executed.

CITY:

CITY OF ROCHESTER, MINNESOTA,
a Minnesota municipal corporation

BY _____
Kim Norton, Mayor

Dated _____, 2026

ATTEST: _____
Ann Kasel, City Clerk

Dated _____, 2026
Olmsted County, Minnesota,
ex officio notary public
My term is indeterminate
See Minn. Stat. § 358.15(a)(2)

OWNER:

Chateau Circle LLC,
a Minnesota limited liability Company

By: _____

Its: _____

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this_____day of _____, 2026, by_____, the _____of **Chateau Circle LLC,** a Minnesota limited liability company, and who is personally known by me to be the person who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed and on behalf of the company.

_____
Notary Public

ACKNOWLEDGEMENT OF LIMITED LIABILITY
COMPANY AUTHORIZATION SIGNATURE FOR OWNER

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2026, before me

appeared _____, to me personally known, who being by me duly
(Name of Officer)

sworn, did say that they are the _____, of
(Title)

_____, _____
(Name of Company), (Address)

_____, _____, a limited liability company, who has
(City & State) (Zip Code)

indicated the they are authorized under the articles of organization or operating agreement to execute the attached instrument for and on behalf of the limited liability company, and that they hereby execute said instrument for and on behalf of the limited liability company.

_____
Notary Public

County: _____

My Commission Expires: _____

CONTRACTOR:

DeCook Excavating, Inc.,
a Minnesota corporation

By _____

Its _____

STATE OF MINNESOTA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this_____day of _____, 2026, by_____, the _____, of **DeCook Excavating, Inc.**, a Minnesota corporation, known by me to be the person who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed and on behalf of the corporation.

_____
Notary Public

County: _____

My Commission Expires: _____

AKNOWLEDGEMENT OF CORPORATION AUTHORIZATION SIGNATURE FOR CONTRACTOR

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2026, before me

appeared _____, to me personally known, who being
(Name of Officer)

by me duly sworn, did say that they are the _____ of

_____, _____,
(Name of Corporation) (Address)

_____, _____, a corporation; and that said
(City & State) (Zip Code)

instrument was executed on behalf of said corporation by authority of its Board

of Directors; and that said _____ acknowledged execution
(Name of Officer)

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

_____
Notary Public

County: _____

My Commission Expires: _____

DESIGN ENGINEER:

GGG, Inc., a Minnesota corporation
dba G-Cubed, a Minnesota corporation

By _____

Its _____

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by_____, the _____ of **GGG, Inc.**, a Minnesota corporation **dba G-Cubed,** a Minnesota corporation, and who is personally known by me to be the person who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed and on behalf of the corporation.

_____
Notary Public

County: _____

My Commission Expires: _____

AKNOWLEDGEMENT OF CORPORATION
AUTHORIZATION SIGNATURE FOR DESIGN ENGINEER

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2026, before me

appeared _____, to me personally known, who being
(Name of Officer)

by me duly sworn, did say that they are the _____ of

_____, _____,
(Name of Corporation) (Address)

_____, _____, a corporation; and that said
(City & State) (Zip Code)

instrument was executed on behalf of said corporation by authority of its Board

of Directors; and that said _____ acknowledged execution
(Name of Officer)

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

_____
Notary Public

County: _____

My Commission Expires: _____

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

EXHIBIT A
Reference drawing of Construction Plan for J5663

Exhibit B
Blank Example of Engineer's Certification of Acceptance

Department of Public Works
City of Rochester, Minnesota
ENGINEER'S CERTIFICATION OF ACCEPTANCE

To: THE COMMON COUNCIL
City of Rochester
c/o City Engineer
201 4th Street SE, Room 135
Rochester, MN 55904

Project Name _____ (J _____)
Description / Location

PART 1 To be submitted by Project Engineer upon completion of Project

The undersigned has supervised and inspected the construction work in the contract dated _____ (Date of Award or Council Action) between the City of Rochester and _____

I hereby certify to the best of my knowledge that the construction has been completed in conformance with the Plans and Specifications and recommend _____ as the date of "Substantial Completion".

Signature: _____ Date: _____
Project Engineer

Firm Name: _____

PART 2 For Action by Department of Public Works

Based on the Project Engineer's recommendation and other project information, I hereby recommend _____ as the "DATE OF ACCEPTANCE – and the BEGINNING of "ONE YEAR MAINTENANCE PERIOD" be APPROVED; and recommend commencement of the One Year Period of maintenance and repair by the Contractor as provided in the "General Conditions of the Contract" Sections 1008.3 and 1008.4.

_____ _____ _____ _____
Infrastructure Technician Date Water Resources Manager Date

The above report and recommended "DATE OF ACCEPTANCE / BEGIN ONE YEAR MAINTENANCE PERIOD" are hereby APPROVED.

Signature: _____ Date: _____
City Engineer

PART 3 For Action by Public Works After One Year Maintenance Period

The above referenced project has been reviewed by _____ of the Department of Public Works on (Date) _____

The requirements of the one year maintenance period have been fulfilled and work on the Project has been found to be in substantial conformance with the Plans and Specifications.

This Project is recommended for FINAL ACCEPTANCE by the City of Rochester.

Signature: _____ Date: _____
Water Resources Manager

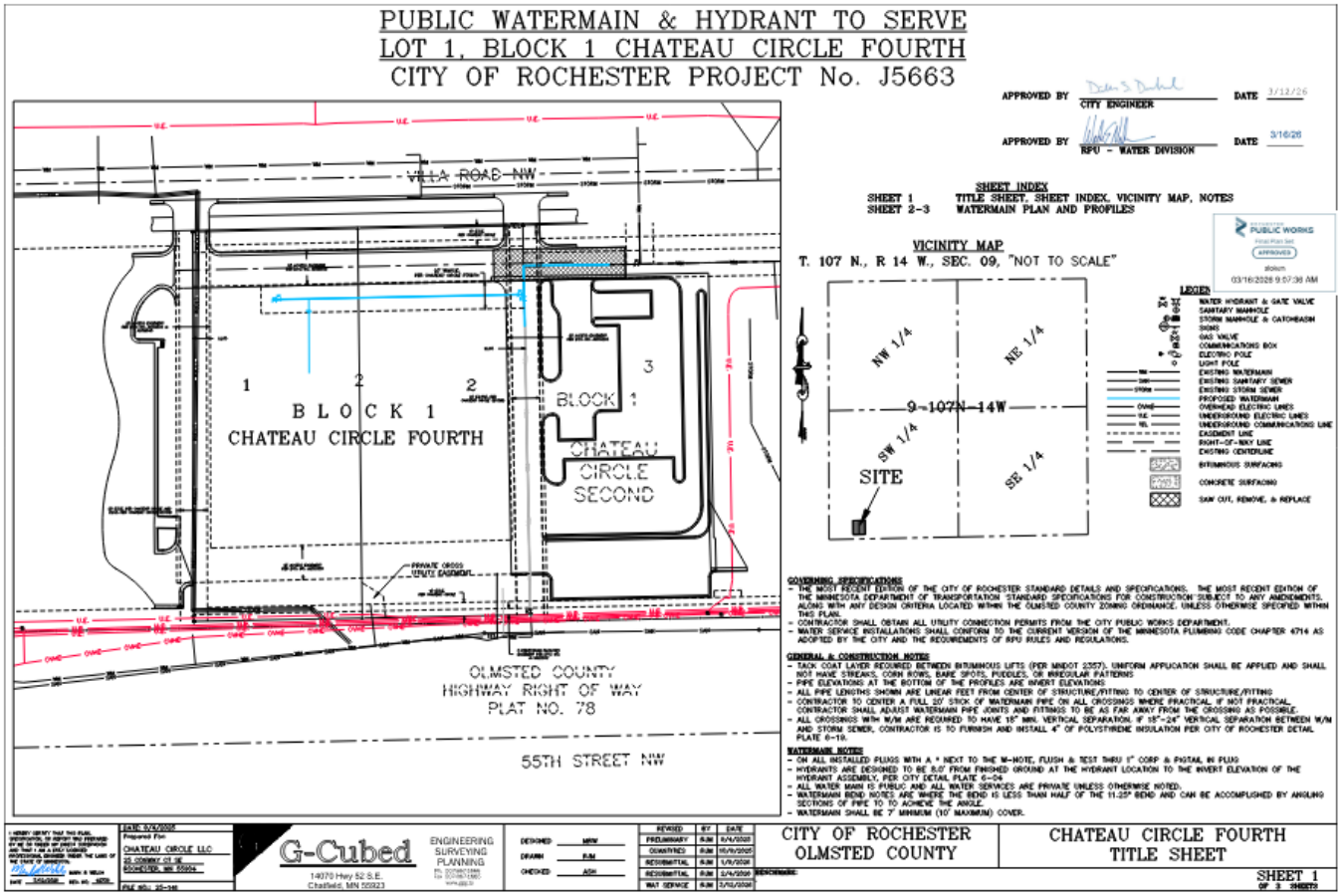
Signature: _____ Date: _____
City Engineer

Copies to: City Clerk (Original)
Contractor
City Engineer, Developer / Owner, City Street Superintendent
Consulting Engineer, FHA – If requested by Owner

ArcMap reference drawing showing location of J5663 – Lot 1, Block 1, Chateau Circle 4th Watermain



Plans cover sheet for J5537 – Public Watermain to Serve Lot 1, Block 1, Chateau Circle 4th



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

CONTRACT FOR PROFESSIONAL TECHNICAL SERVICES

City Owner Project Title: Public Watermain & Hydrant to Serve
Project Number: J5663
Accounting Information:

This Contract is between the City of Rochester, MN(City) and GGG Inc. - Mark Welch a Minnesota Corporation ("ENGINEER");

Name: GGG Inc. - Mark Welch
Street: 14070 Hwy 52 SE
City: Chatfield, MN 55923
Email: markw@ggg.to

WHEREAS, CITY does not have available necessary and / or qualified personnel to conduct the services as described herein; and

WHEREAS, ENGINEER represents that it is qualified (per qualification in City Spec. 1014.3) and agrees to perform all services described in this Contract consistent with City Spec. 1014.3.

NOW, THEREFORE it is agreed that ENGINEER will perform the work under this Contract in a manner consistent with the Special and General Conditions and any other conditions which are attached hereto and incorporated herein.

Effective Date: 4/6/2026 Expiration Date: 7/30/2027

IN WITNESS WHEREOF, the parties have executed this contract intending to be bound.

(Signature Page Follows)

Chateau Circle - First Meeting Needle

ENGINEER

By: _____ Date: 3-12-26

Title: Vice President

This instrument was acknowledged before me this 12 day of March, 2026

by Mark Welch the Vice President of 666 Inc

a incorporation who is authorized and who signs on behalf of the Company

ANDREW DALE BUCK
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/28

[Notary Seal]

Andrew Buck
Notary Public

CITY OF ROCHESTER

By: _____ Date: _____
Kim Norton, Mayor

Attest: _____ Date: _____
Ann Kasel, City Clerk

Approved as to Form & Execution:

_____ Date: _____
Michael Spindler-Krage, City Attorney

4001 West River Parkway NW, STE 100, Rochester, MN 55901-7090 Phone 507-328-2400 Fax 507-328-2401 www.rochestermn.gov

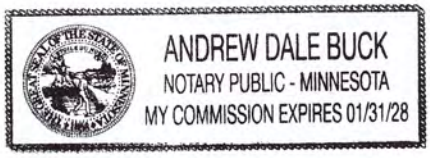
ACKNOWLEDGEMENT OF CORPORATION

AUTHORIZATION SIGNATURE

STATE OF Minnesota

COUNTY OF Olmsted

On this 12 day of March, 20 26, before me appeared Mark Welch (Name of Officer), to me personally known, who being by me duly sworn, did say that he/she is the Vice President of GGG Inc (Name of Corporation), 14070 Hwy 52 SE (Address), Chatfield, MN (City & State), 55923 (Zip Code), a corporation; and that said instrument was executed on behalf of said corporation by authority of its Board of Directors; and that said Mark Welch (Name of Officer) acknowledged execution of said instrument to be the free act and deed of said corporation.



Andrew Buck
Notary Public

County: Olmsted

My Commission Expires: 01/31/2028

4001 West River Parkway NW, STE 100, Rochester, MN 55901-7090 Phone 507-328-2400 Fax 507-328-2401 www.rochestermn.gov

SPECIAL CONDITIONS

ARTICLE 1 **TERM OF CONTRACT**

Effective Date:	4/6/2026
Expiration Date:	7/30/2027

ARTICLE 2 **SCOPE OF WORK**

A. Detailed Scope of Work: Attach Task / Scope List from ENGINEER.
B. Construction Schedule: Attach Construction schedule breakout from CONTRACTOR.
C. General Conditions: Attach General Conditions document.

ARTICLE 3 **CONSIDERATION OF PAYMENT**

Consideration for all services performed by ENGINEER, as defined by this contract, will be paid by CITY on an hourly, fee schedule basis, for the following items:

Activity	Level of Inspection	Time (%)
Site Clearing & Grubbing	Part Time	25%
General Site Grading & Excavation	Part Time	25%
Underground Utility Work and Trench Compaction	Full Time	100%
Street Subgrade Preparation /Compaction	Full Time	100%
Aggregate Base Placement	Part Time	50%
Aggregate Base compaction / proof roll test	Full Time	100%
Curb and Gutter Preparation	Part Time	50%
Curb & Gutter string line check / verification	Full Time	100%
Curb / Gutter pouring	Full Time	100%
Bituminous non-wear	Full Time	100%
Bituminous wear placement	Full Time	100%
Concrete street placement	Full Time	100%
All required stage testing of piping, subgrade,base	Full Time	100%
Site Erosion and Sediment Control (ESC) - Site Management	Part Time	25%
Stormwater Facilities – Public Ponds and Stormwater Conveyances	Full Time	100%
Project Administration – PreCon, Record DWGs, Project Management	As Required	As Required
Warranty Inspections	As Required	As Required
Other Activities as directed by Engineer or City	As Required	As Required

TOTAL CONTRACT AMOUNT: $ 4,400

ARTICLE 4 **ENGINEER'S PERSONNEL**

ENGINEER Key Personnel:

Name: Mark Welch Title: Professional Engineer
Address: 14070 Hwy 52 SE, Chatfield, MI Phone: 507-867-1666 ext. 105
Email: markw@ggg.to Responsibility: Project Manager

ENGINEER shall notify the CITY if any change in Key Personnel occurs during the contract term.

ARTICLE 5 **CITY'S AUTHORIZED AGENT / PROJECT MANAGER**

CITY'S Authorized Agent, or Project Manager will be:

Name: Mark Baker Title: Land Development Mgr.
Address: 201 4th Street S.E., Rm 108, Rochester, MN55904 Phone: (507)-328-2427
Email: mbaker@rochestermn.gov Responsibility: Project Mngr.

CITY'S Authorized Agent will have authority to accept or reject ENGINEERs services and deliverables. If such services and deliverables are acceptable and satisfactory, the CITY'S Authorized Agent will certify each invoice submitted for payment by the Engineer.

Watermain to serve Lot 1, Block 1, Chateau Circle Fourth
City Project No. J5663

Description: Public Watermain & Roadway Patch

Contractor Work day is Est. at 10 hours per day — 10 hours

Activity	Level of Inspection	Approx % of Time	Estimated Contractor Working Days for Public Imp.	Estimated Observation Hours
Site Clearing and Grubbing /Removals	Part time	25%	0.00	0.0
General Site Grading and Excavation	Part time	25%	0.00	0.0
Rock Trench Blasting	Part time	25%	0.00	0.0
Underground Utility Work - Sanitary	Full time	100%	0.00	0.0
Underground Utility Work - Watermain	Full time	100%	2.00	20.0
Underground Utility Work - Stormwater	Full time	100%	0.00	0.0
Underground - services	Full time	100%	0.00	0.0
Trench Compaction from 0-2' over pipe	Full time	100%	Subcontracted	
Trench Compaction from 2' over Pipe to Surface	Part time	50%	Subcontracted	
Street Subgrade Preparation / Compaction	Full time	100%	0.00	0.0
Aggregate Base Placement	Part time	50%	0.00	0.0
Aggregate Base Compaction / Proof Roll Test	Full time	100%	0.00	0.0
Curb & Gutter preparation	Part time	50%	0.00	0.0
Curb & Gutter String Line Check / Verify	Full time	100%	0.00	0.0
Curb & Gutter pouring	Part time	50%	0.00	0.0
Bituminous Non-Wear	Part time	50%	0.00	0.0
Bituminous Non-Wear Review - Prior to wear	Full time	100%	0.00	0.0
Bituminous Wear Placement	Full time	100%	0.00	0.0
Concrete Street Placement	Full time	100%	0.00	0.0
All required stage testing of pipe, subgrade, base & paving	Full time	100%	0.50	5.0
Site Erosion and Sediment Control (ESC) - Site management	Part time	25%	0.00	0.0
Additional material testing, proctor density testing	As Required	100%	Subcontracted	
		Subtotal for Field Observation:	2.50	25.0
Other Activities	* Activities are in G-Cubed contract with owner			
Pre Construction Meeting with City Staff - Lead Observer				2.0
Weekly Construction Progress Meetings - 2 hours per week - Lead Engineer			*	0.0
Engineering Finals - Lead Observer			*	0.0
Engineering Finals - Engineer of Record			*	0.0
Engineering As-Built Drawings - Engineering Aide			*	0.0
Engineering As-Built Drawings - Engineer Of Record			*	0.0
Construction / Design Coord. - Engineer of Record			*	0.0
Project Observation Mentor				0.0
			Total Hours:	27.0

Fee Estimate

Project Role / Service	Rate	Hours	Total
Lead Project Observer	$ 160.00	25.0	$ 4,000.00
Observation Mentor (Min. 2o% of Lead Observer)	$ 160.00	0.0	$ -
Subcontracted Material Field Testing - Lump Sum	$ 400.00	1.0	$ 400.00
Engineer of Record	$ 292.00	0.0	$ -
	Total Estimated Fee:		$ 4,400.00

GENERAL CONDITIONS

ARTICLE 1 TERM OF CONTRACT, OBLIGATIONS

A. This Contract will be effective upon the later of the date set in the Special Conditions or upon execution and approval by both parties. This Contract will remain in effect until the Expiration Date set in the Special Conditions or until all obligations set forth in this Contract have been fulfilled.

B. For delays encountered that are beyond ENGINEER's control, and upon written request from ENGINEER, the CITY's Authorized Agent may extend the Work Completion Date established in the Special Conditions of this Contract. The length of such time extension will be determined by the CITY's Authorized Agent.

C. It will be ENGINEER's responsibility to reasonably notify CITY's Authorized Agent, in writing, if ENGINEER has reason to believe the project will not be completed as scheduled. CITY's Authorized Agent will have the authority to adjust the schedule and final cost associated with such delays, as provided in these General Conditions.

D. Engineer shall furnish all materials, all necessary tools and equipment, and perform all work and labor necessary to determine Contractor's compliance with the construction of the Project consistent with City design specifications and consistent with the approved civil construction plans for the Project.

E. CITY recognizes that ENGINEER provided services to the Owner under a City-Owner contract authorizing the construction of the public facilities for which construction inspection and observation services are being requested. CITY waives any and all conflict of interest rights against ENGINEER relative to this arrangement.

ARTICLE 2 GOVERNING LAW, JURISDICTION, AND VENUE

A. This Contract shall be governed by and construed in accordance with the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Contract will be in the applicable state or federal court with competent jurisdiction in Olmsted County and Minnesota respectively.

ARTICLE 3 TERMS OF GENERAL CONDITIONS

A. Any and all provisions of these General Conditions will remain in force unless they are specifically and deliberately canceled or modified by the Special Conditions of this Contract.

B. To the extent of any inconsistencies between the Special Conditions and these General Conditions, the Special Conditions will control. Minnesota Law supersedes any of the Special Conditions or General Conditions set forth in this Contract.

ARTICLE 4 TERMS OF PAYMENT

A. Subject to the provisions of the Special Conditions, all services performed and deliverables satisfactorily supplied by ENGINEER pursuant to this Contract will be paid by CITY. Compensation will be in accordance with the Special Conditions, ARTICLE 3, "Consideration of Payment".

B. If it appears at any time that ENGINEER will exceed the Total Contract Amount stated in the Special Conditions of this Contract, ENGINEER must notify CITY's Authorized Agent in writing in a timely manner. ENGINEER may not be compensated for work performed in excess of the Total Contract Amount without a written, and fully executed, amendment to the Contract. Any work performed beyond that identified in this Contract without a prior written amendment signed by CITY may be deemed voluntary and ENGINEER may not be entitled to compensation for the extra work.

C. If ENGINEER claims any instructions, latent conditions, or other conditions exist that require extra cost under this Contract, ENGINEER must make claim for any extra cost incurred in writing within 20 Calendar days after such instruction or observance of conditions. Latent conditions are conditions not anticipated by the Special Conditions of this Contract. Any claim made after this time may be refused and no claim will be valid unless so made. Any work performed under an

amendment to this Contract that has not been properly approved and executed by the parties will be performed at ENGINEER's own risk.

D. Reimbursement for travel and subsistence expenses actually and necessarily incurred by ENGINEER as a result of performance of this Contract must not exceed the amount defined in the Special Conditions. ENGINEER may be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Mn/DOT Travel Regulations", and identified in Special Conditions, Article 3.

ARTICLE 5 PROCEDURE FOR PAYMENT

A. Payments will be made by CITY within 30 days of ENGINEER's presentation of properly prepared invoices and progress reports for services performed in accordance with this Contract. CITY shall notify ENGINEER in writing within 30 days of ENGINEER's presentation of invoices if they believe the progress reports were not properly prepared or the services were not properly performed in accordance with the Contract.

B. Invoices for payment must be submitted by ENGINEER monthly to the CITY's Authorized Agent in the form prescribed by CITY. Invoices should identify the project and the cost for the services performed and delivered for the billing period and must satisfy the requirements listed below:

1. Each invoice must contain the following information: CITY contract invoice number (sequentially numbered), billing address if different from business address, and ENGINEER's original signature attesting that the invoiced services and costs are new and that no previous charge for those services and deliverables has been included in any prior invoice.
2. The original of each invoice and progress report must be sent to the CITY's Authorized Agent for review and payment.
3. Direct non-salary costs allocable to the work under this Contract, and defined in the Special Conditions of this Contract, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct non-salary costs are any costs that are not the salaried costs directly related to the work of the ENGINEER. Supporting documentation must be provided in a manner that corresponds to each direct cost.
4. ENGINEER must provide, upon request of the CITY's Authorized Agent, the following supporting documentation:

   a. Direct salary costs of employees' time directly chargeable for the services performed under this Contract. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked, and total payment for each invoice period; and

   b. Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generated printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours, and the dollar amount charged to the project for each pay period.
5. ENGINEER must provide a copy of the invoice they forwarded to the city to the developer for informational purposes. This document should be cleared stated that it's for informational purposes only.

C. If ENGINEER is authorized by CITY to use or uses any sub consultants, ENGINEER must include all the above supporting documentation in any sub consultant's Contract, and ENGINEER must comply with Minnesota Statutes Section 16A.1245, requiring timely payment by ENGINEER of sub consultant's, penalties for late payments, and defining costs the sub consultant must be awarded if the sub consultant prevails in a lawsuit.

D. ENGINEER must require sub consultant's invoices to follow the same form and contain the same information as set forth above.

ARTICLE 6 CONDITIONS OF PAYMENT

A. For all services and deliverables provided by ENGINEER under this Contract, the Engineer shall maintain its ethical and legal duty of a professional to exercise the level of care, diligence, and skill prescribed in the code of practice of his or her profession, or as other professionals in the same discipline would in the same or similar circumstances. The ENGINEER shall comply with the following:

1. All current applicable federal, state, and local laws, ordinances, rules, and regulations.
2. All current state standards, policies, and practices required by applicable law to perform ENGINEER's services.

B. ENGINEER will not receive payment for work performed in violation of federal, state, or local laws, ordinances, rules, or regulations.

C. All deliverables covered by progress payments made by CITY will become the sole property of CITY. This provision must not be construed as relieving ENGINEER from sole responsibility for services and deliverables upon which payments have been made or the restoration of any damaged work or as waiving the right of CITY to require the fulfillment of all of the terms of this Contract. If the CITY uses the ENGINEER's deliverables in a manner beyond the scope of this contract, it shall indemnify ENGINEER for claims resulting from this reuse. The CITY grants ENGINEER a non-exclusive license, to the extent of the CITY's rights in such data, to use the ENGINEER Data for other purposes.

D. Nothing in this Contract must be construed in any way to relieve ENGINEER from its obligation to complete the services and/or deliverables described in this Contract for a sum not to exceed that is set forth in the Special Conditions.

E. ENGINEER is not authorized to direct the work of Contractor, unless City is given such authority, in writing, by Owner. ENGINEER communication shall be directly with Owner's representative (Construction foremen or superintendent or other member identified as Project Manager), and to City Engineer or his designee.

ARTICLE 7 ASSIGNMENT

A. ENGINEER may neither assign nor transfer any rights or obligations under this Contract without prior written authorization from the CITY's Authorized Agent. The written authority will in no way relieve ENGINEER from the primary responsibility for performance of the services and deliverables specified in this Contract.

ARTICLE 8 SUBCONTRACTS

A. ENGINEER must require all sub consultant contracts to contain all appropriate terms and conditions of this Contract. The use of sub consultants does not relieve the ENGINEER from performing and delivering the work stated in this Contract.

B. A copy of any and all sub consultant contracts must be sent to the CITY's Authorized Agent after execution of the sub consultant contract and prior to work starting under the sub consultant contract.

ARTICLE 9 AMENDMENTS, CHANGE ORDERS, MERGER, COUNTERPARTS, AND WAIVER

A. Amendments to this Contract will be considered only for unforeseen work or services that were excluded in the Scope of Work, entitled "Detailed Scope of Work," and that are considered essential to the work. Any written claim made by ENGINEER for extra work or costs under this Contract that has been approved by the CITY's Authorized Agent must be evidenced by an amendment to this Contract. Amendments must be in writing and executed and approved by the same parties and officials who executed and approved the original Contract, or their successors in office. ENGINEER must notify CITY's Project Manager in writing if ENGINEER will be delayed in any way from completing the project under this Contract.

B. The work to be done in connection with this Contract may be changed at the request of CITY, with the mutual concurrence of ENGINEER. Any change will be clearly and fully defined in writing, and approved by both parties. Change orders must be consistent with the basic purpose of this Contract and within the general Scope of Services identified in the Special Conditions.

C. This Contract constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Contract. ENGINEER, by the signature below of its authorized representative, hereby acknowledges that the ENGINEER has read this Contract, understands it and agrees to be bound by its terms and conditions.

D. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Contract.

ARTICLE 10 COMPLIANCE WITH LICENSES, PERMITS, AND OTHER REGULATIONS

A. ENGINEER shall procure all licenses, certifications, education, permits, or other rights necessary to fulfill its obligations under this Contract in compliance with all applicable federal and state laws.

ARTICLE 11 DATA PRACTICES AND INTELLECTUAL PROPERTY

A. The Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, applies to all data created, gathered, generated, or acquired in accordance with this Contract.

B. Any reports, studies, photographs, negatives, or other documents created and paid for by ENGINEER in the performance of its obligations under this Contract are instruments of service in respect to ENGINEER's services and are the exclusive property of CITY. ENGINEER must remit all such materials to CITY upon completion or cancellation of this Contract. The CITY will indemnify ENGINEER for claims resulting from any reuse of such materials beyond the scope of this Contract. The City shall grant the ENGINEER a non-exclusive license, to the extent of the CITY's rights in such data, to use the ENGINEER Data for other purposes. ENGINEER waives all claims against the CITY resulting in any way from any reuse of the ENGINEER.

C. Unless otherwise directed by CITY, the originals of reports, tests, drawings and plans; and legibly reproducible copies of work sheets, field notes, computations, photos, test results, and other project data must be relinquished to CITY:

1. Upon written notice of completion or cancellation of this Contract.
2. Upon written notification by CITY.
3. Prior to final payment by CITY to ENGINEER for this Contract.

D. Notwithstanding the above paragraphs, work papers, proprietary information, processes, methodologies, know-how and software ("ENGINEER Data") previously belonging or licensed to ENGINEER and used to perform ENGINEER's services shall remain the property of ENGINEER. ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER), whether or not the Project is completed. To the extent the services performed by ENGINEER contain ENGINEER Data, ENGINEER hereby grants to CITY a non-exclusive, non-assignable, royalty-free, irrevocable license to use such ENGINEER Data for the purposes set forth herein, subject to the following limitations: such ENGINEER Data are not intended or represented to be suitable for use or reuse by CITY on extension of the Project or on any other project without written verification or adaptation by ENGINEER and any such reuse or modification of the ENGINEER Data without the written verification or adaptation by ENGINEER shall be done at CITY's sole risk and without liability to ENGINEER.

ARTICLE 12 LIABILITY

A. General - Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the project, and the ENGINEER's fee for the Services, and in consideration of the promises contained in this Contract, CITY and ENGINEER agree to allocate and limit such liabilities in accordance with this Article.

B. Indemnification - ENGINEER and CITY (the "Indemnifying Party") shall be liable for its own negligent acts, errors and omissions to the extent provided by law and subject to the CITY's cap on municipal tort liability under Minnesota Statutes Section 466.04, and hereby agrees to defend, indemnify, and hold harmless the other ("the Indemnified Party"), from any liability, damages, and costs arising from the negligent acts of ENGINEER and CITY and anyone for whose negligent acts they may be liable for in the performance of professional services required under this Contract which the Indemnified Party, its officers and employees may hereafter sustain, incur or be required to pay to the full effect provided by Minnesota Statutes Chapter 337, to the extent the ENGINEER and CITY are responsible for such liability, costs, damages, including reasonable attorneys' fees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of ENGINEER and CITY, they shall be borne by each party in proportion to its own negligence.

C. Survival - Upon completion of all services, obligations, and duties provided for in this Contract, or if this Contract is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 13 WORKERS' COMPENSATION

A. Any and all employees of ENGINEER, including its sub consultants, or other persons while engaged in the performance of any work or services required by ENGINEER under this Contract, will not be considered employees of CITY. Any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of ENGINEER's employees, or other person while so engaged on any of the work or services to be rendered, will in no way be the obligation or responsibility of CITY. Pursuant to Minnesota Statutes 176.182, acceptable evidence of compliance with Workers' Compensation insurance coverage requirements must be presented to CITY before CITY may enter into a contract with ENGINEER.

ARTICLE 14 BONDS

This Article is hereby deleted.

ARTICLE 15 INSURANCE

A. A certificate of insurance for each type of insurance required under this Contract must be filed with the CITY's Authorized Agent prior to execution of the Contract by City. Each policy must contain a requirement that the insurer provide the CITY a 30-day notice of cancellation.

B. ENGINEER must maintain and furnish satisfactory evidence of the following insurance policies:

1. ENGINEER shall procure and maintain for the term of the Contract, insurance coverage as is reasonable and necessary for performed services by ENGINEER and its employees.
2. The ENGINEER shall be responsible for obtaining separate certificates and endorsements for each sub consultant. ENGINEER shall determine the appropriate level of insurance coverage and limits from its sub consultants.
3. **Workers' Compensation Insurance:** ENGINEER will provide Workers' Compensation insurance for all ENGINEER employees and, in case any work is subcontracted, ENGINEER will require the sub consultant to provide Workers' Compensation insurance in accordance with the statutory requirements of CITY of Minnesota, and including Coverage B, Employer's Liability, at limits not less than $100,000.00 bodily injury by disease per employee; $500,000.00 bodily injury by disease aggregate; and $100,000.00 bodily injury by accident. Evidence of sub consultant's insurance shall be filed with the ENGINEER.
4. **Commercial General Liability:** ENGINEER will maintain insurance protecting ENGINEER from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage including loss of use which may arise from operations under this Contract whether such operations be by ENGINEER or by a sub consultant or by anyone directly or indirectly employed under this Contract. ENGINEER's liability insurance shall be primary to any liability insurance maintained by the City. Unless otherwise specified within this Contract, ENGINEER's insurance minimum amounts will be as follows:
   a. $1,000,000.00 - per occurrence
   b. $1,000,000.00 - annual aggregate

   In addition, the following coverages should be included:
   a. Bodily Injury and Property Damage
   b. Products and Completed Operations Liability
   c. Blanket Contractual Liability
   d. Name CITY as an Additional Insured
5. **Commercial Automobile Liability:** ENGINEER will maintain insurance protecting ENGINEER from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for

property damage including loss of use which may arise from operations under this Contract whether such operations were by ENGINEER or by sub consultant or by anyone directly or indirectly employed under this Contract. Unless otherwise specified within this Contract, the ENGINEER insurance minimum amounts will be as follows:

$1,000,000.00 - per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned
Name CITY as an Additional Insured

6. **Professional Liability Insurance:**

Unless otherwise specified within this Contract, ENGINEER insurance minimum amounts will be as follows:
$1,000,000.00 - per claim
$1,000,000.00 - annual aggregate

This policy will provide coverage for all claims ENGINEER will become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to ENGINEER's professional services required under this Contract.

C. ENGINEER must:
1. Include legal defense fees in addition to its liability policy limits, with the exception of Professional Liability Insurance above; and
2. Obtain insurance policies from an insurance company having an "AM BEST" rating of A-VIII or better.

D. CITY reserves the right to immediately rescind this Contract if ENGINEER is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against ENGINEER. Upon written request by the CITY's Authorized Agent, all insurance policies shall be open to inspection, and copies of policies may be requested.

ARTICLE 16 DELIVERABLE STANDARDS

A. CITY will have the authority to disapprove or reject services or deliverables that are defective. ENGINEER will be responsible for the accuracy of its work under this Contract and must make timely revisions or corrections without compensation resulting from errors and omissions on the part of ENGINEER. The services or deliverables provided to CITY by ENGINEER must be of such quality that they are suitable for their intended purpose.

B. ENGINEER's services and compensation under this Contract have been agreed to in anticipation of the orderly and continuous progress of the Project though completion. Unless specific periods of time or specific dates for providing services are specified in this Contract, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be require for the completion of said services.

C. If in this Contract specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CITY has requested changes in the scope, extent, or character of the Project; the time of performance of ENGINEER's services shall be adjusted equitably.

D. Neither party will be held responsible for delay or failure to perform when such delay or failure is due to any of the following, unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, or delays or defaults caused by public carriers, provided the defaulting party gives written notice as soon as possible to the other party of its inability to perform.

E. For purposes of this Contract the term "day" means a calendar day of 24 hours.

ARTICLE 17 ANTITRUST

A. ENGINEER assigns to CITY any and all claims for overcharges as to services and deliverables provided in connection with this Contract resulting from alleged antitrust violations, which arise under the antitrust laws of the United States and state of Minnesota.

ARTICLE 18 OFFICIALS NOT TO BENEFIT

A. Without prior written consent of CITY, ENGINEER must not employ any professional or technical personnel who are or have been at any time during the time period of this Contract in the employ of CITY, except retired CITY employees, without written consent from CITY.

B. ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ENGINEER, to solicit or secure this Contract, and that ENGINEER has not paid or agreed to pay any company or person, other than a bona fide employee working for ENGINEER, any fee, commissions, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making of this Contract.

ARTICLE 19 CANCELLATION

A. This Contract may be canceled by CITY at any time, with or without cause, upon written notice to the ENGINEER. In the event of such cancellation ENGINEER will be entitled to payment, determined on pro rata basis, for services and deliverables performed or delivered.

If City fails to make any payment due to ENGINEER for services satisfactorily performed and expenses within thirty days after the date of ENGINEER's invoice, ENGINEER may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold project deliverables due under this Contract until ENGINEER has been paid in full all amounts due for services, expenses and charges.

ARTICLE 20 ERRORS OR OMISSIONS

A. ENGINEER will be responsible for the accuracy of its work and must promptly make necessary revisions or corrections resulting from ENGINEER's negligent acts, errors, or omissions without additional compensation. Acceptance of the work by CITY will not relieve ENGINEER of the responsibility for subsequent correction of any errors or omissions or for clarification of any ambiguities.

B. If negligent acts, errors, or omissions are made by ENGINEER in any phase of the work, the correction of which may require additional field or office work, ENGINEER will be promptly notified by CITY and will be required to perform such additional work as may be necessary to correct these negligent acts, errors, or omissions without undue delay and without additional cost to CITY. If the ENGINEER is aware of any negligent acts, errors, or omissions made in any phase of its work, the corrections of which may require any additional field or office work, ENGINEER must promptly perform such additional work as may be necessary to correct these negligent acts, errors, or omissions without undue delay and without additional cost to CITY.

C. ENGINEER will be responsible for any damages incurred as a result of its negligent acts, errors, or omissions and for any loss or cost to repair or remedy ENGINEER's errors, omissions or negligent acts. Acceptance of the work by CITY will not relieve ENGINEER of the responsibility for subsequent correction of any such negligent acts, errors, or omissions, or of liability for loss or damage resulting therefrom.

D. ENGINEER must respond to CITY's notice of any errors and/or omissions within reasonable time and give immediate attention to these corrections to minimize any delays to the ENGINEER.

ARTICLE 21 DISPUTE RESOLUTION

A. Mediation. Any claim, controversy or dispute arising out of this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The mediation shall be

conducted in Olmsted County, Minnesota, and in accordance with the Minnesota Civil Mediation Act, Minn. Stat. 572.31, et., seq. Any claim, controversy or dispute not resolved by mediation may be the subject of legal or equitable proceedings filed by either party. The legal or equitable proceedings must be venued in Olmsted County, Minnesota. The parties waive all rights to and claims for monetary awards other than compensatory damages.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/18/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Amy Nagel	
Overland Insurance Agency 255 3rd Ave SE Perham MN 56573	PHONE (A/C, No, Ext): (218) 346-6250	FAX (A/C, No):
	E-MAIL ADDRESS: amyn@overlandinsurance.com	
	INSURER(S) AFFORDING COVERAGE	**NAIC #**
	INSURER A : ALLMERICA FIN BENEFIT INS CO	41840
INSURED GGG INC 14070 HWY 52 SE CHATFIELD MN 55923	INSURER B : HANOVER INS CO	22292
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:	Y		Z2XJ298795	03/31/2026	03/31/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 1,000,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
A	☒ **UMBRELLA LIAB** ☒ OCCUR **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $	Y		Z2XJ298795	03/31/2026	03/31/2027	EACH OCCURRENCE AGGREGATE	$ 2,000,000 $ 2,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WHXJ298771	03/31/2026	03/31/2027	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Public Watermain & Hydrant to Serve Lot 1, Block 1, Chateau Circle Fourth, Project J5663

CERTIFICATE HOLDER

City of Rochester
4001 West River Parkway NW
Suite 100
Rochester MN 55901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
GGG INC., DBA G-CUBED ENGINEERING, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
14070 HWY 52 SE

Requester's name and address (optional)

6 City, state, and ZIP code
CHATFIELD, MN 55923

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
[ ][ ][ ] - [ ][ ] - [ ][ ][ ][ ]

or

Employer identification number
4 1 - 1 9 6 2 6 8 4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 8/7/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

City-Owner Contract: Public Watermain to Serve John Hardy's Replat - Project No. J5664

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:

Authorizing:

1. A City-Owner Contract for Project No. J5664, "Public Watermain to Serve John Hardy's Replat" with City execution conditional upon full execution of the contract by Owner, Contractor, and Engineer, and;
2. Professional Technical Services Contract with GGG, Inc., dba G-Cubed, for $6,800, for work related to Project No. J5664, "Public Watermain to Serve John Hardy's Replat," subject to City execution of the City-Owner Contract.

Report Narrative:

Public Works brings forward City-Owner and professional technical services contracts for consideration by the Council for Project No. J5664, "Public Watermain to Serve John Hardy's Replat."

A City-Owner contract is recommended with Kandyland properties L.L.C., (as Owner), DeCook Excavating, Inc., (as Contractor), and GGG, Inc., dba G-Cubed, (as Design Engineer). Use of a City-Owner contract will accommodate Owner's timeline for development, while ensuring that the quality of public infrastructure meets City Standards, and it is the preferred contract to utilize for this project.

A professional technical services contract is recommended with GGG, Inc., dba G-Cubed, (as Consulting Engineer), for $6,800, to be paid by Owner. It is required by the City-Owner contract that Owner provides professional technical services for the project, as defined in the City Specifications and Standards.

Priorities & Foundational Principles:

Inclusive Growth Management
Inclusive Growth Management

Policy Considerations & DEI Impact:

A City-Owner contract is a required part of the City-Owner Construction Program, which is designed to ensure that the installation of public infrastructure, within a private development or due to a private development, is constructed to City Standards.

Prior Legislative Actions & Community Engagement:

No prior legislative action.

Fiscal & Resource Impact:

As required by the contracts, Owner has paid the City for the preparation of the City-Owner contract, and Owner will provide pre-payment to City for use in compensating Consulting Engineer for their services according to the professional technical services contract.

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:

Kyle Mittlieder

Attachments:

City-Owner Contract - John Hardys Replat - Project No. J5664

Exhibit - John Hardys Replat - Project No. J5564

Profesional Technical Services Contract - John Hardys Replat - Project No. J5664

CITY-OWNER CONTRACT

THIS AGREEMENT ("Contract"), made this ____ day of _____, 2026, between the **City of Rochester,** a Minnesota municipal corporation, (hereinafter referred to as "City"), **Kandyland properties L.L.C.,** a Minnesota limited liability company (hereinafter referred to as "Owner") and **DeCook Excavating, Inc.**, a Minnesota corporation (hereinafter referred to as "Contractor"), and **GGG, Inc.**, a Minnesota corporation **dba G-Cubed** (hereinafter referred to as "Design Engineer"), and together Owner, Contractor and Design Engineer shall hereinafter collectively be referred to as the "Parties" under the general terms and conditions of this Contract.

WITNESSETH, THAT WHEREAS

1) Owner owns real property platted as Lot 3, Block 1, John Hardys Replat, City of Rochester, Olmsted County, Minnesota (hereinafter referred to as the "Property").

2) Owner is requesting permission to, at its own expense, construct public watermain and a fire hydrant within a public easement crossing a portion the Property, consistent with the approved civil construction plans **(R25-0076GF)** and specifications thereof prepared by Design Engineer, generally referred to as **"Public Watermain to Serve John Hardys Replat – J5664"**, the plan sheets depicted for reference as attached Exhibit 'A', and hereinafter referred to as the "Project".

3) City is willing to grant Owner permission to perform the public improvements work for the Project, utilizing Contractor, at its own cost and expense (unless otherwise specifically noted herein), and subject to the terms and conditions herein, including full compliance with the approved civil construction plans for the Project (hereinafter referred to as "Project Plans"), and in adherence to the City's Standard Design Specifications.

NOW, THEREFORE, it is hereby mutually agreed between City and Parties as follows:

I. **OWNER'S SPECIFIC OBLIGATIONS.**

a) Owner's representative, **Mark Welch, G-Cubed, Inc.**, will serve as " Project Manager" for the Project. The Project Manager is responsible for all coordination of the work elements including Project close out.

b) Owner shall oversee the Contractor's completion of all Project work elements by **July 30, 2026, (**hereinafter referred to as **"**Completion Date**")** and in a manner consistent with the approved Project Plans and in adherence with City Standard Design Specifications. Additionally Owner shall pay for all Project construction costs, including any scope of work changes that may be required to fulfill the conditions or intent of the Development Agreement, or any other agreement between the Owner, and City related to the Project or Project Property, or requirements of the City Ordinances, development conditions, or State or Federal requirements or provisions, and any changed working conditions (due to weather, soils, etc.). In the event the Project work elements are not completed by Completion Date, Owner and Contractor may be required by City to execute an Addendum to the Contract, and Owner may be obligated to reimburse City for additional costs incurred by the City related to additional observation and oversight by Design Engineer, as a result of the delay in completion of the Project work elements.

c) **GGG, Inc.**, a Minnesota corporation **dba G-Cubed** (as "Observation & Oversight Engineer") has been retained by City, through a separate arrangement, to perform construction observation and oversight for the Project. Concurrent with Owner's execution of this Contract, Owner or Owner's representative shall pay to City the amount of **$6,800.00** representing Owner's financial obligation related to observation and oversight services for the Project that are to be performed by Observation & Oversight Engineer. Owner shall have no other financial obligation related to construction observation and oversight for the Project, subject to the work elements for the Project being completed by Completion Date, in the event the observation and oversight expenses for the Project, as documented by Observation and Oversight Engineer and approved by City, are less than the amount specified above and collected from Owner, City will reimburse Owner's representative who made initial payment, the net difference upon City's confirmation that all applicable expenses incurred by Observation & Oversight Engineer have been claimed, verified, and paid by City.

d) Owner shall not provide work direction or interfere with Observation & Oversight Engineer performing its duties related to the Project. In the event Owner has any concerns regarding Observation & Oversight Engineer's duties, Owner shall communicate directly with the City Engineer or his/her designee to resolve any concerns.

e) The following Public Works collected Development Charges that are applicable to the Property (and associated with the Advantage Custom Paint application CD2025-043SDP) will be invoiced after full execution of this Contract and will be payable within 30 days of invoicing:

West Zumbro District Trunk Sewer Rate (TSR) charge
0.64 ac. x $18,371.29 per developable acre (2026 rate) = **$11,757.63**

Water Availability Charge (WAC)
0.64 ac. x $3,759.26 per developable acre (2026 rate) = **$ 2,405.93**

Sanitary Sewer Frontage Charge along West Frontage Road
166.07 ft x $91.34 per foot (2026 rate) = **$15,168.83**

Storm Water Management Plan Area Charge (SWMPAC)
As calculated for approval of Grading Permit R25-0076GF = **$10,198.87**

f) **Owner acknowledges that all private sanitary sewer & water service connections being constructed as part of this development are NOT part of this Contract and that separate utility connection permit(s) and inspection(s) are required from Public Works prior to commencement of installation of the private utility services**

g) Failure to do everything required by this Contract, as it pertains to the Owner's obligations set forth in this Contract, may be used as a basis for denying Owner the opportunity to perform other projects within the City.

h) Unless all public drainage & utility easements, and right-of-way have previously been dedicated for all public infrastructure for the Project, Owner shall dedicate all easements, at no cost to City, concurrent with execution of this Contract by Owner. Owner shall provide City a legal description and exhibit drawing (prepared by a qualified professional), for said easements, and shall pay City a standard document preparation and recording fee.

II. **CONTRACTOR'S REPRESENTATIONS.**

a) Contractor represents it has examined and carefully studied the Contract, approved Project Plans, City Standard Design Specifications, and all other data and reference items related to the Project.

b) Contractor represents it has visited the Property, conducted a thorough and alert visual examination of the Property and the adjacent areas, has become familiar with, and is satisfied as to the general, local, and Property conditions that may affect cost, progress, and performance of its work elements included in the Project.

c) Contractor represents it is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of its work elements included in the Project.

d) Contractor represents it has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Property and all drawings of physical conditions related to existing surface or subsurface structures at the Property that have been identified in the technical data in such reports and drawings; and (2) reports and drawings related to hazardous environmental conditions, if any, at or adjacent to the Property that have been identified in the technical data in such reports and drawings.

III. **CONTRACTOR SPECIFIC OBLIGATIONS.**

a) Contractor hereby covenants and agrees to furnish all materials, all necessary tools and equipment, and to do and perform all the work and labor necessary in the construction of the Project described herein, in accordance with Project Plans approved by the City Engineer, and in compliance with current year City of Rochester engineering standards and specifications incorporated into the Project Plans, and to do everything required by the contract documents. Contractor shall perform the work elements, and based on the approved Project Plans, , and specifications, and as they may be amended based on any subsequently City-approved owner contract addendum(s). City shall not unreasonably withhold, condition or delay approval of any subcontractor. **Contractor acknowledges that all private sanitary sewer & water service connections being constructed as part of this development project are NOT part of this Contract and that separate utility connection permit(s) and inspection(s) are required from Public Works prior to commencement of installation of the private utility services.**

b) Safety. Contractor agrees to take all precautions necessary to protect the public against injuries, and keep danger signals at all places and at such times as the public safety may require.

c) Completion Date. The Contractor shall complete all of its Project work elements, except for warranty items that are subject to this Contract, to the satisfaction of City, on or before by Completion Date. Upon commencing specific work elements, Contractor shall complete all public improvements within the approved Project Plans for the Project, **within 4 working days**. In the event Contractor's work elements have not been completed within this schedule, City may take action to resolve the outstanding items through whatever legal course it may deem appropriate, including but not limited to one or more of the following:

(1) City may record an affidavit of noncompliance indicating that the City will withhold the issuance of building permits until such time as the outstanding elements are completed;
(2) City may withhold future contracts with the Contractor;
(3) City may contact the bonding agents and take action against the performance bond for completion of the required elements;
(4) City may take such other legal action that it determines necessary to protect its interests.

d) Project Surety from Contractor. Contractor shall provide surety in an amount and in a form acceptable to City that accurately represents the estimated cost of the public improvements work to be performed by the Contractor.

(1) Prior to commencement of any work under this contract, Contractor shall furnish to City, performance and payment bonds executed by itself and a surety company authorized to do business in the State of Minnesota. Each bond shall be in the total sum of at least **$78,035.00** with the performance bond for use by City, and the payment bond for the benefit of all persons furnishing labor and materials for the purpose of this contract. Said bonds shall be conditioned as required by Minnesota

Statutes, Section 574.26, and shall guarantee the performance of the contract in accordance with the approved Project Plans and specification and payment of all claims for the labor and materials, respectively.

(2) **If the bonds do not state on their face that they remain in full force and effect until the expiration of Contractor's one-year maintenance period, Contractor shall also provide a maintenance bond in the same amount, and with an effective date covering Contractor's maintenance period.**

(3) As a condition of performing work under this Contract, Contractor shall obtain surety from Owner in an amount and in a form it determines is adequate to guarantee Owner's payment to Contractor for all Project work elements performed by Contractor under the terms of this Contract **and may not later claim City has violated Minn. Stat. 574.26.** By execution of this Contract, Contractor agrees and shall hold City harmless from any and all claims Contractor may have for payment for work performed under this Contract. All work elements shall be performed by contractors and subcontractors licensed to perform those specific work elements.

(4) Sewer Lines. Where applicable, Contractor will install a sewer plug(s) at a location(s) designated by the City Engineer prior to connection of new sanitary sewer lines to existing City sewer lines. This/These plugs shall only be removed at the discretion of the City Engineer or his designee.

(5) Insurance. Contractor and Owner, at their own expense, shall procure and maintain for a duration not less than its maintenance and warranty period, one or more general liability insurance policies naming the City of Rochester as an additional insured, with combined bodily injury limits of at least $2,000,000/$4,000,000 and property damage limits of at least $500,000, and file such policies of insurance, or certificates of such insurance, with the City Clerk. Contractor and Owner further agree to maintain insurance on their vehicles and to maintain insurance on all vehicles in the performance of this contract with bodily injury limits of at least $2,000,000/$4,000,000 and property damage limits of at least $500,000, naming the City of Rochester as an additional insured, and to file a certificate or certificates of such automobile insurance with the City Clerk. The liability insurance policies of Contractor and Owner shall be primary to any liability insurance maintained by the City. Contractor and Owner shall also file with the City Clerk certificate(s) indicating insurance is in effect for workers' compensation. In the event that all or a portion of the work contemplated by this Contract shall be done by Contractor through subcontractors, it shall be the responsibility of Contractor to determine and require that such subcontractors maintain automobile and worker's compensation insurance, as set forth above, and that certificates to this effect are filed with the City Clerk. Contractor shall also ensure that its subcontractors

are aware of and abide by the provisions of the City Owner Contract Inspections and Approvals requirements. All policies of insurance shall be endorsed indicating that in the event of cancellation or termination of any insurance above described, City of Rochester is to receive thirty days' written notice of the insurance company or companies' intention to cancel or terminate any policy, policies, or any portion thereof. If any insurance certificate indicates the policy will expire prior to the end of the maintenance period, Contractor and Owner, shall provide new certificate(s) of insurance prior to the expiration date indicated on the original certificate(s), and in any event shall maintain insurance during such maintenance period.

(6) Failure to do everything required by this Contract may be used as a basis for denying Contractor the opportunity to construct other public improvement projects within the City.

IV. **DESIGN ENGINEER'S SPECIFIC OBLIGATIONS.**

a) Standard of Care. In performance of its duties, Design Engineer shall maintain its ethical and legal duty of a professional to exercise the level of care, diligence, and skill prescribed in the code of practice of his or her profession, or as other professionals in the same discipline would in the same or similar circumstances.

b) Design Engineer shall maintain Errors & Omissions Insurance for all of its design, plan and specification preparation, and record drawings related to the Project. The minimum aggregate coverage shall be not less than $1,000,000.00.

c) Design Engineer shall provide record drawings for all Project related public infrastructure and critical grading elements. Said record drawings shall be provided to City in a format acceptable to the City Engineer.

d) Failure to do everything required by this Contract may be used as a basis for denying Design Engineer the opportunity to perform other engineering services for public infrastructure within the City of Rochester.

V. **CONTRACT DOCUMENTS.** The contract documents for the Project, which are made a part hereof to the same extent as if fully set forth herein, consist of this Contract, the approved Project Plans and the City of Rochester's Standards for Street and Utility Construction in effect at the time of contract execution, all of which are incorporated herein by reference. Work shall not commence on the Project until the Project Plans have been approved and these approved Project Plans and specifications for the Project are on file with the City Engineer. An on-site meeting between Owner, Contractor, Design Engineer, Observation & Oversight Engineer, and City's representative shall be held prior to commencing work on the Project, to discuss project scope, erosion control, and general schedule.

VI. **CITY ACCEPTANCE, MAINTENANCE, OWNERSHIP.** City accepts no responsibility for the maintenance of the Project elements until such work is certified by Observation & Oversight Engineer and is subsequently accepted by City. When accepted by City, the Project elements shall become the property of City without any further acts or deeds of Owner, except that Contractor guarantees and agrees to maintain the stability of all work done and materials furnished and installed pursuant to this contract for the duration established by this Contract. City's Acceptance of the work shall be memorialized by the City Engineer's execution of a separate City Acceptance (an example Acceptance is provided for reference on the attached Exhibit B). City Engineer may accept Owner's, Design Engineer's, or Contractor's work independent of the completion of the remaining Parties' obligations.

VII. **NON-ACCEPTANCE.** Owner and / or Contractor, within 14 days after receiving notice from City or its agent, that the Project, or a portion thereof, has not been constructed in accordance with City specifications or has not been accepted, or that a warranty claim is being made, shall perform such work identified as needing completion or correction within a schedule approved by the City.

VIII. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed by all Parties that Owner, Contractor, Design Engineer, and Observation & Oversight Engineer are independent contractors and all persons employed by said Parties in the performance of any work or services required or provided for herein shall not be considered employees of City for any purpose whatsoever, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, and any and all such claims and any act or omission on the part of any party's employees while engaged in any work or services under this Contract shall in no way be the obligation or responsibility of City.

IX. **COMPLIANCES.** In connection with the administration and performance of the work authorized by this Contract, Owner, Contractor, Design Engineer shall comply and cause its agents and employees to comply with all federal, state and local laws, together with all ordinances and regulations applicable to this Contract and the work to be performed hereunder.

X. **CONFLICT OF INTEREST.** For the construction of these public facilities **Design Engineer** and **Observation & Oversight Engineer** may be required to provide professional services to Owner and to City under a separate Contract for Professional Services. City and Owner understand this relationship and waive any right to claim that services provided by **Design Engineer** and **Observation & Oversight Engineer,** create a conflict of interest for any purpose.

XI. **HOLD HARMLESS.** Owner agrees to defend and hold harmless City, its officials, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the negligent or otherwise tortious activities of Owner, its agents who are not Parties to this Contract, or employees under this Contract. Owner agrees to defend and pay all costs in defending these claims, including attorney's fees.

Contractor agrees to defend, indemnify and hold harmless City, its officials, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the negligent or otherwise tortious activities of Contractor or its subcontractors, agents, or employees under this Contract. Contractor agrees to defend and pay all costs in defending these claims, including attorney's fees.

Design Engineer agrees to indemnify and hold harmless City, its officials, officers, agents, and employees from all claims, suits, or actions resulting from or arising out of the negligent activities of Design Engineer or its subcontractors, agents, or employees under this Contract. Design Engineer agrees to reimburse all costs of these claims, including attorney's fee.

XII. **WAIVER**. The failure of City to enforce any provisions of this contract shall not constitute a waiver by City of that or any other provision.

XIII. **MERGER CLAUSE**. This Contract constitutes the final expression of the Parties' agreement, and the complete and exclusive statement of the terms agreed upon. This instrument supersedes all prior negotiations, understandings, agreements, and representations. There are no oral or written understandings, agreements, or representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by the Parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

XIV. **CONCURRENCE**. By executing this Contract, Owner, Contractor, and Design Engineer acknowledge that he/she: (a) enters into and executes this Contract knowingly, voluntarily and willingly of his/her/its own volition with such consultation with legal counsel as he/she/it deems appropriate; (b) has had a sufficient amount of time to consider this Contract's terms and conditions, and to consult an attorney before signing this Contract; (c) has read and understands all of its terms, appreciates the significance of those terms and has made the decision to accept them as stated herein; and (d) has not relied upon any representation or statement not set forth herein. All Parties wish to avoid any development or administrative delays associated with a legal challenge to any of the terms of this Contract. Notwithstanding any provision in this Contract to the contrary, this clause will survive the termination or expiration of this Contract.

XV. **SUBSTITUTION.** Owner shall not substitute Contractor identified herein without the prior written consent of the City Engineer and formal Contract amendment signed by all Parties. Contractor acknowledges that it is bound by the terms of this Contract and is obligated to perform the required work in a professional and workmanlike manner through the use of its own staff and/or sub-consultants.

XVI. **EXECUTION IN COUNTERPARTS**. This Contract may be executed in any number of counterparts by the different Parties hereto on separate signature pages, and all such counterparts taken together shall be deemed to constitute one and the same Instrument.

XVII. **GOVERNING LAW.** The formation, interpretation, and performance of this Contract will be governed by, and construed in accordance with the laws of the State of Minnesota, regardless of any conflict of law provisions that would require application of the laws of any other jurisdiction.

XVIII. **JURISDICTION AND VENUE**. The appropriate venue and jurisdiction for any litigation in state court hereunder shall be heard in District Court in Olmsted County, Minnesota. The appropriate venue and jurisdiction for any litigation in federal court involving the Parties and this Contract will be in the appropriate federal court in the State of Minnesota.

XIX. **COMMENCEMENT OF WORK.** Work under this contract shall not commence until such time the Contract documents are fully executed, the Project Plans are approved, and Contractor has received a written notice to proceed from City.

XX. **CONSTRUCTION CONTRACT.** Owner and Contractor agree that the Project is part of the Work to be completed pursuant to the Construction Contract. Contractor and Owner agree that the terms of the Construction Contract shall apply to the Project to be completed pursuant to this Contract.

(Signature pages to follow)

IN WITNESS WHEREOF, the City and Parties have caused this Contract to be duly executed.

CITY:

CITY OF ROCHESTER, MINNESOTA,
a Minnesota municipal corporation

BY _____
Kim Norton, Mayor

Dated _____, 2026

ATTEST: _____
Ann Kasel, City Clerk

Dated _____, 2026
Olmsted County, Minnesota,
ex officio notary public
My term is indeterminate
See Minn. Stat. § 358.15(a)(2)

OWNER:

Kandyland properties L.L.C.,
a Minnesota limited liability Company

By: _____

Its: _____

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this_____day of _____, 2026, by_____, the _____of **Kandyland properties L.L.C.,** a Minnesota limited liability company, and who is personally known by me to be the person who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed and on behalf of the company.

_____
Notary Public

ACKNOWLEDGEMENT OF LIMITED LIABILITY
COMPANY AUTHORIZATION SIGNATURE FOR OWNER

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2026, before me

appeared _____, to me personally known, who being by me duly
(Name of Officer)

sworn, did say that they are the _____, of
(Title)

_____, _____
(Name of Company), (Address)

_____, _____, a limited liability company, who has
(City & State) (Zip Code)

indicated the they are authorized under the articles of organization or operating agreement to execute the attached instrument for and on behalf of the limited liability company, and that they hereby execute said instrument for and on behalf of the limited liability company.

_____
Notary Public

County: _____

My Commission Expires: _____

CONTRACTOR:

DeCook Excavating, Inc.,
a Minnesota corporation

By _____

Its _____

STATE OF MINNESOTA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this_____day of _____, 2026, by_____, the _____, of **DeCook Excavating, Inc.**, a Minnesota corporation, known by me to be the person who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed and on behalf of the corporation.

_____
Notary Public

County: _____

My Commission Expires: _____

AKNOWLEDGEMENT OF CORPORATION
AUTHORIZATION SIGNATURE FOR CONTRACTOR

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2026, before me

appeared _____, to me personally known, who being
(Name of Officer)

by me duly sworn, did say that they are the _____ of

_____, _____,
(Name of Corporation) (Address)

_____, _____, a corporation; and that said
(City & State) (Zip Code)

instrument was executed on behalf of said corporation by authority of its Board

of Directors; and that said _____ acknowledged execution
(Name of Officer)

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

_____
Notary Public

County: _____

My Commission Expires: _____

DESIGN ENGINEER:

GGG, Inc., a Minnesota corporation
dba G-Cubed, a Minnesota corporation

By _____

Its _____

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by_____, the _____ of **GGG, Inc.**, a Minnesota corporation **dba G-Cubed,** a Minnesota corporation, and who is personally known by me to be the person who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed and on behalf of the corporation.

_____
Notary Public

County: _____

My Commission Expires: _____

AKNOWLEDGEMENT OF CORPORATION
AUTHORIZATION SIGNATURE FOR DESIGN ENGINEER

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2026, before me

appeared _____, to me personally known, who being
(Name of Officer)

by me duly sworn, did say that they are the _____ of

_____, _____,
(Name of Corporation) (Address)

_____, _____, a corporation; and that said
(City & State) (Zip Code)

instrument was executed on behalf of said corporation by authority of its Board

of Directors; and that said _____ acknowledged execution
(Name of Officer)

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

_____
Notary Public

County: _____

My Commission Expires: _____

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

EXHIBIT A
Reference drawing of Construction Plan for J5664

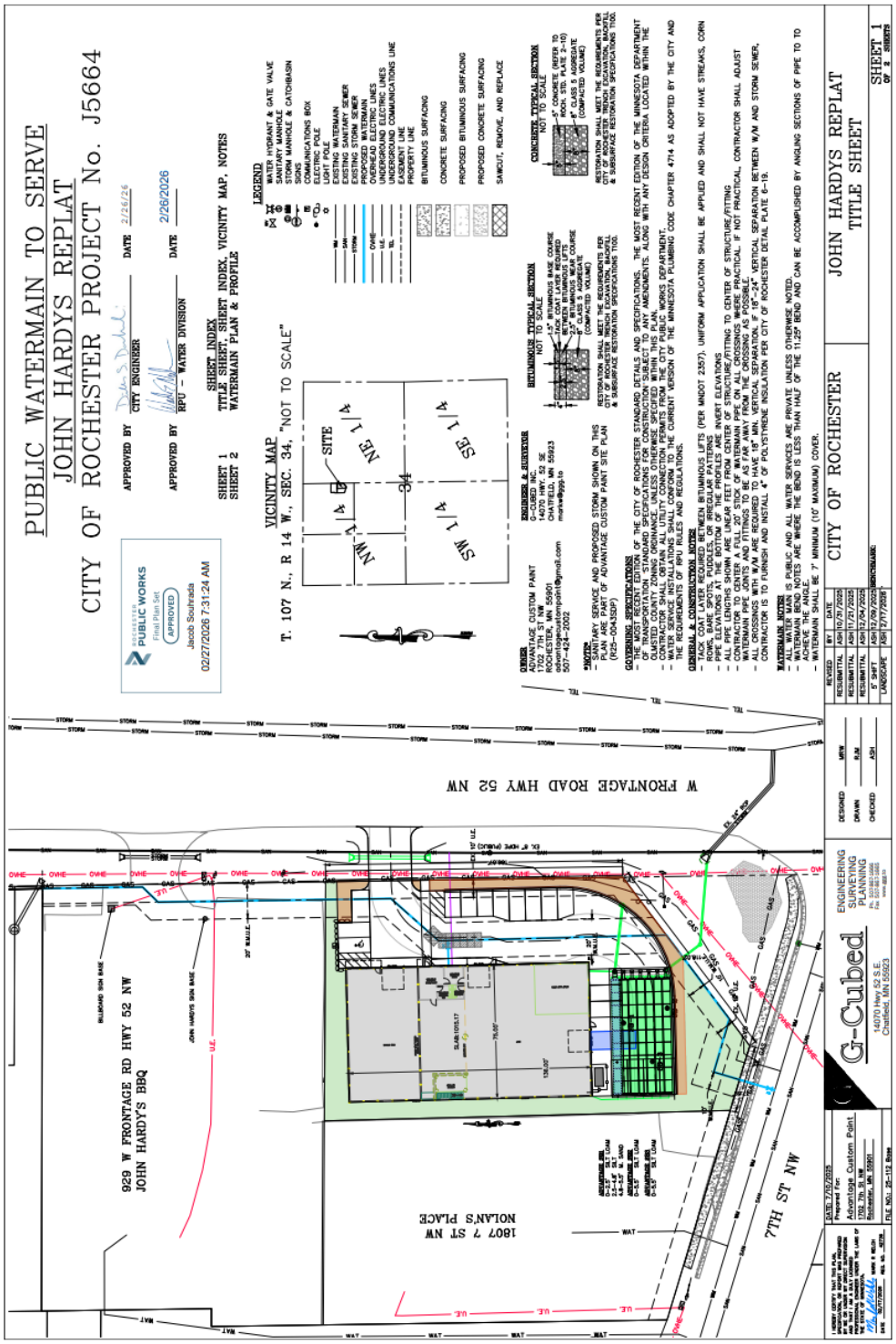


Exhibit B
Blank Example of Engineer's Certification of Acceptance

Department of Public Works
City of Rochester, Minnesota
ENGINEER'S CERTIFICATION OF ACCEPTANCE

To: THE COMMON COUNCIL
City of Rochester
c/o City Engineer
201 4th Street SE, Room 135
Rochester, MN 55904

Project Name _____ (J _____)
Description / Location

PART 1 To be submitted by Project Engineer upon completion of Project

The undersigned has supervised and inspected the construction work in the contract dated _____ (Date of Award or Council Action) between the City of Rochester and _____

I hereby certify to the best of my knowledge that the construction has been completed in conformance with the Plans and Specifications and recommend _____ as the date of "Substantial Completion".

Signature: _____ Date: _____
Project Engineer

Firm Name: _____

PART 2 For Action by Department of Public Works

Based on the Project Engineer's recommendation and other project information, I hereby recommend _____ as the "DATE OF ACCEPTANCE – and the BEGINNING of "ONE YEAR MAINTENANCE PERIOD" be APPROVED; and recommend commencement of the One Year Period of maintenance and repair by the Contractor as provided in the "General Conditions of the Contract" Sections 1008.3 and 1008.4.

_____ _____ _____ _____
Infrastructure Technician Date Water Resources Manager Date

The above report and recommended "DATE OF ACCEPTANCE / BEGIN ONE YEAR MAINTENANCE PERIOD" are hereby APPROVED.

Signature: _____ Date: _____
City Engineer

PART 3 For Action by Public Works After One Year Maintenance Period

The above referenced project has been reviewed by _____ of the Department of Public Works on (Date) _____

The requirements of the one year maintenance period have been fulfilled and work on the Project has been found to be in substantial conformance with the Plans and Specifications.

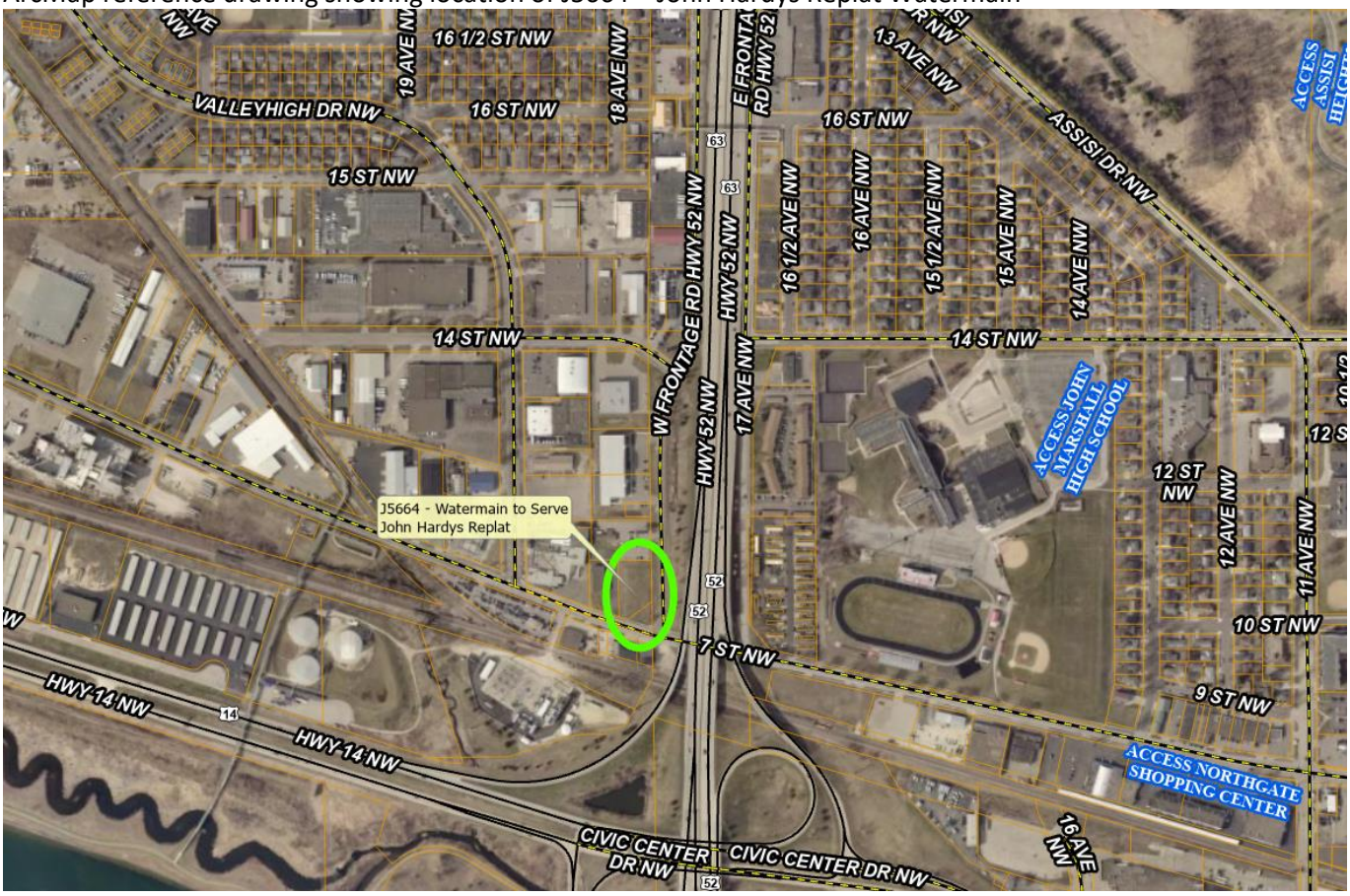
This Project is recommended for FINAL ACCEPTANCE by the City of Rochester.

Signature: _____ Date: _____
Water Resources Manager

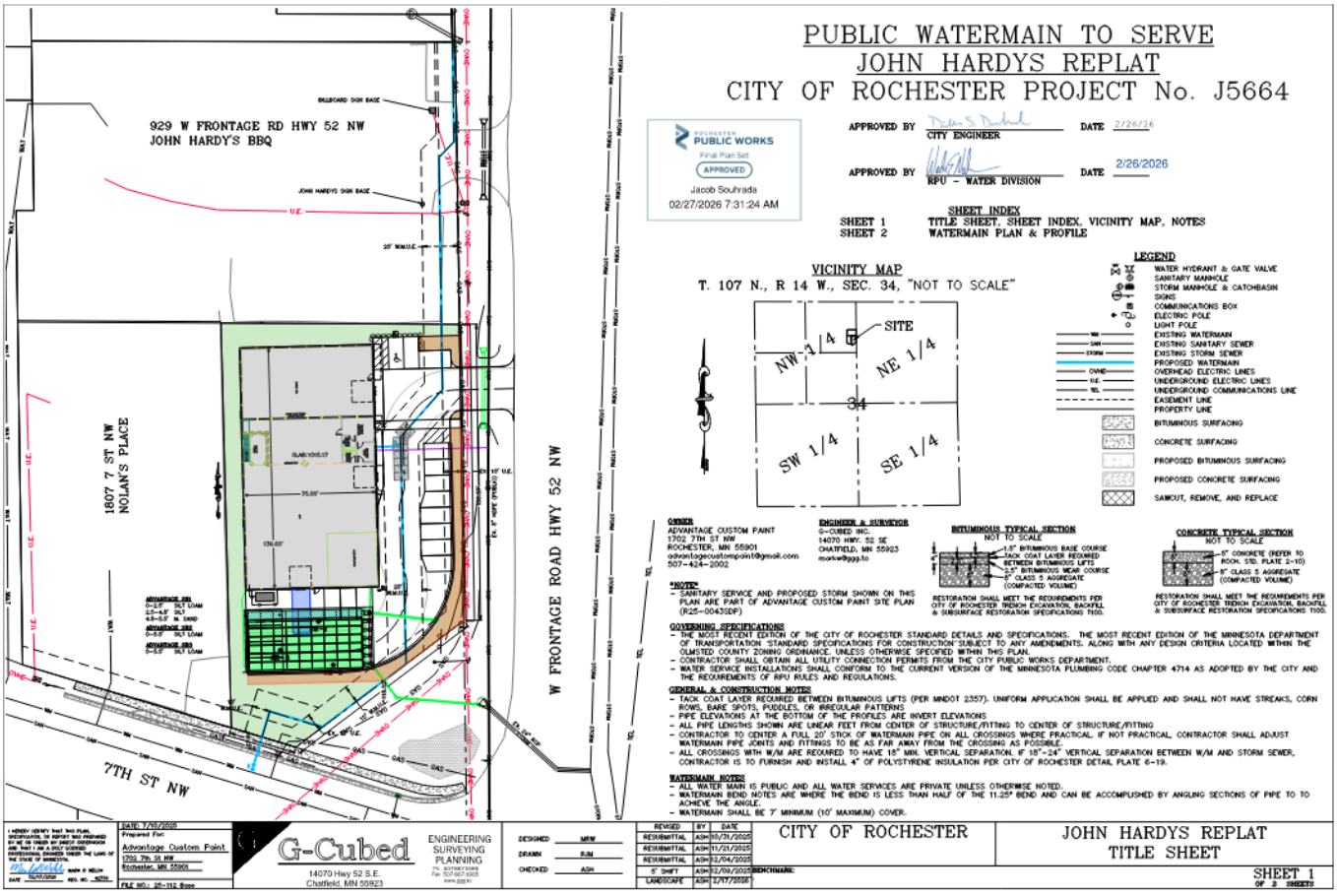
Signature: _____ Date: _____
City Engineer

Copies to: City Clerk (Original)
Contractor
City Engineer, Developer / Owner, City Street Superintendent
Consulting Engineer, FHA – If requested by Owner

ArcMap reference drawing showing location of J5664 – John Hardys Replat Watermain



Plans cover sheet for J5664 – Public Watermain to Serve John Hardys Replat



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

CONTRACT FOR PROFESSIONAL TECHNICAL SERVICES

City Owner Project Title: Public Watermain to Serve John Hart
Project Number: J5664
Accounting Information:

This Contract is between the City of Rochester, MN(City) and GGG Inc. - Mark Welch a Minnesota Corporation ("ENGINEER");

Name: GGG Inc. - Mark Welch
Street: 14070 Hwy 52 SE
City: Chatfield, MN 55923
Email: markw@ggg.to

WHEREAS, CITY does not have available necessary and / or qualified personnel to conduct the services as described herein; and

WHEREAS, ENGINEER represents that it is qualified (per qualification in City Spec. 1014.3) and agrees to perform all services described in this Contract consistent with City Spec. 1014.3.

NOW, THEREFORE it is agreed that ENGINEER will perform the work under this Contract in a manner consistent with the Special and General Conditions and any other conditions which are attached hereto and incorporated herein.

Effective Date: 4/7/2026 Expiration Date: 7/30/2027

IN WITNESS WHEREOF, the parties have executed this contract intending to be bound.

(Signature Page Follows)

ENGINEER

By: _____ Date: 3/12/26

Title: Vice President

This instrument was acknowledged before me this 12 day of March, 2026

by Mark Welch the Vice President of GGG Inc.

a incorporation who is authorized and who signs on behalf of the Company

ANDREW DALE BUCK
NOTARY PUBLIC - MINNESOTA
MY COMMISSION EXPIRES 01/31/28

[Notary Seal]

Andrew Buck
Notary Public

CITY OF ROCHESTER

By: _____ Date: _____
Kim Norton, Mayor

Attest: _____ Date: _____
Ann Kasel, City Clerk

Approved as to Form & Execution:

_____ Date: _____
Michael Spindler-Krage, City Attorney

4001 West River Parkway NW, STE 100, Rochester, MN 55901-7090 Phone 507-328-2400 Fax 507-328-2401 www.rochestermn.gov

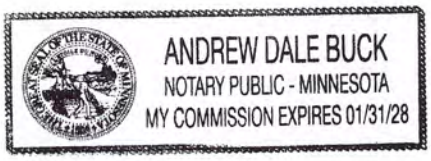
ACKNOWLEDGEMENT OF CORPORATION

AUTHORIZATION SIGNATURE

STATE OF Minnesota

COUNTY OF Olmsted

On this 12 day of March, 20 26, before me appeared Mark Welch (Name of Officer), to me personally known, who being by me duly sworn, did say that he/she is the Vice President of GGG Inc (Name of Corporation), 14070 Hwy 52 SE (Address), Chatfield, MN (City & State), 55923 (Zip Code), a corporation; and that said instrument was executed on behalf of said corporation by authority of its Board of Directors; and that said Mark Welch (Name of Officer) acknowledged execution of said instrument to be the free act and deed of said corporation.



Andrew Buck
Notary Public

County: Olmsted

My Commission Expires: 01/31/2028

4001 West River Parkway NW, STE 100, Rochester, MN 55901-7090 Phone 507-328-2400 Fax 507-328-2401 www.rochestermn.gov

SPECIAL CONDITIONS

ARTICLE 1 **TERM OF CONTRACT**

Effective Date:	4/7/2026
Expiration Date:	7/30/2027

ARTICLE 2 **SCOPE OF WORK**

A. Detailed Scope of Work: Attach Task / Scope List from ENGINEER.
B. Construction Schedule: Attach Construction schedule breakout from CONTRACTOR.
C. General Conditions: Attach General Conditions document.

ARTICLE 3 **CONSIDERATION OF PAYMENT**

Consideration for all services performed by ENGINEER, as defined by this contract, will be paid by CITY on an hourly, fee schedule basis, for the following items:

Activity	Level of Inspection	Time (%)
Site Clearing & Grubbing	Part Time	25%
General Site Grading & Excavation	Part Time	25%
Underground Utility Work and Trench Compaction	Full Time	100%
Street Subgrade Preparation /Compaction	Full Time	100%
Aggregate Base Placement	Part Time	50%
Aggregate Base compaction / proof roll test	Full Time	100%
Curb and Gutter Preparation	Part Time	50%
Curb & Gutter string line check / verification	Full Time	100%
Curb / Gutter pouring	Full Time	100%
Bituminous non-wear	Full Time	100%
Bituminous wear placement	Full Time	100%
Concrete street placement	Full Time	100%
All required stage testing of piping, subgrade,base	Full Time	100%
Site Erosion and Sediment Control (ESC) - Site Management	Part Time	25%
Stormwater Facilities – Public Ponds and Stormwater Conveyances	Full Time	100%
Project Administration – PreCon, Record DWGs, Project Management	As Required	As Required
Warranty Inspections	As Required	As Required
Other Activities as directed by Engineer or City	As Required	As Required

TOTAL CONTRACT AMOUNT: $ 6.800.00

ARTICLE 4 **ENGINEER'S PERSONNEL**

ENGINEER Key Personnel:

Name: Mark Welch Title: Professional Engineer
Address: 14070 Hwy 52 SE, Chatfield, MI Phone: 507-867-1666 ext. 105
Email: markw@ggg.to Responsibility: Project Manager

ENGINEER shall notify the CITY if any change in Key Personnel occurs during the contract term.

ARTICLE 5 **CITY'S AUTHORIZED AGENT / PROJECT MANAGER**

CITY'S Authorized Agent, or Project Manager will be:

Name: Mark Baker Title: Land Development Mgr.
Address: 201 4th Street S.E., Rm 108, Rochester, MN55904 Phone: (507)-328-2427
Email: mbaker@rochestermn.gov Responsibility: Project Mngr.

CITY'S Authorized Agent will have authority to accept or reject ENGINEERs services and deliverables. If such services and deliverables are acceptable and satisfactory, the CITY'S Authorized Agent will certify each invoice submitted for payment by the Engineer.

Watermain to serve John Hardy's Replat
City Project No. J5664

Description: Public Watermain & Storm, Roadway Patch and Regional Pond

Contractor Work day is Est. at 10 hours per day — 10 hours

Activity	Level of Inspection	Approx % of Time	Estimated Contractor Working Days for Public Imp.	Estimated Observation Hours
Site Clearing and Grubbing /Removals	Part time	25%	0.00	0.0
General Site Grading and Excavation	Part time	25%	0.00	0.0
Rock Trench Blasting	Part time	25%	0.00	0.0
Underground Utility Work - Sanitary	Full time	100%	0.00	0.0
Underground Utility Work - Watermain	Full time	100%	3.50	35.0
Underground Utility Work - Stormwater	Full time	100%	0.00	0.0
Underground - services	Full time	100%	0.00	0.0
Trench Compaction from 0-2' over pipe	Full time	100%	Subcontracted	
Trench Compaction from 2' over Pipe to Surface	Part time	50%	Subcontracted	
Street Subgrade Preparation / Compaction	Full time	100%	0.00	0.0
Aggregate Base Placement	Part time	50%	0.00	0.0
Aggregate Base Compaction / Proof Roll Test	Full time	100%	0.00	0.0
Curb & Gutter preparation	Part time	50%	0.00	0.0
Curb & Gutter String Line Check / Verify	Full time	100%	0.00	0.0
Curb & Gutter pouring	Part time	50%	0.00	0.0
Bituminous Non-Wear	Part time	50%	0.00	0.0
Bituminous Non-Wear Review - Prior to wear	Full time	100%	0.00	0.0
Bituminous Wear Placement	Full time	100%	0.00	0.0
Concrete Street Placement	Full time	100%	0.00	0.0
All required stage testing of pipe, subgrade, base & paving	Full time	100%	0.50	5.0
Site Erosion and Sediment Control (ESC) - Site management	Part time	25%	0.00	0.0
Additional material testing, proctor density testing	As Required	100%	Subcontracted	
		Subtotal for Field Observation:	4.00	40.0
Other Activities	* Activities are in G-Cubed contract with owner			
Pre Construction Meeting with City Staff - Lead Observer				2.0
Weekly Construction Progress Meetings - 2 hours per week - Lead Engineer			*	0.0
Engineering Finals - Lead Observer			*	0.0
Engineering Finals - Engineer of Record			*	0.0
Engineering As-Built Drawings - Engineering Aide			*	0.0
Engineering As-Built Drawings - Engineer Of Record			*	0.0
Construction / Design Coord. - Engineer of Record			*	0.0
Project Observation Mentor				0.0
			Total Hours:	42.0

Fee Estimate

Project Role / Service	Rate	Hours	Total
Lead Project Observer	$ 160.00	40.0	$ 6,400.00
Observation Mentor (Min. 2o% of Lead Observer)	$ 160.00	0.0	$ -
Subcontracted Material Field Testing - Lump Sum	$ 400.00	1.0	$ 400.00
Engineer of Record	$ 292.00	0.0	$ -
	Total Estimated Fee:		$ 6,800.00

GENERAL CONDITIONS

ARTICLE 1 TERM OF CONTRACT, OBLIGATIONS

A. This Contract will be effective upon the later of the date set in the Special Conditions or upon execution and approval by both parties. This Contract will remain in effect until the Expiration Date set in the Special Conditions or until all obligations set forth in this Contract have been fulfilled.

B. For delays encountered that are beyond ENGINEER's control, and upon written request from ENGINEER, the CITY's Authorized Agent may extend the Work Completion Date established in the Special Conditions of this Contract. The length of such time extension will be determined by the CITY's Authorized Agent.

C. It will be ENGINEER's responsibility to reasonably notify CITY's Authorized Agent, in writing, if ENGINEER has reason to believe the project will not be completed as scheduled. CITY's Authorized Agent will have the authority to adjust the schedule and final cost associated with such delays, as provided in these General Conditions.

D. Engineer shall furnish all materials, all necessary tools and equipment, and perform all work and labor necessary to determine Contractor's compliance with the construction of the Project consistent with City design specifications and consistent with the approved civil construction plans for the Project.

E. CITY recognizes that ENGINEER provided services to the Owner under a City-Owner contract authorizing the construction of the public facilities for which construction inspection and observation services are being requested. CITY waives any and all conflict of interest rights against ENGINEER relative to this arrangement.

ARTICLE 2 GOVERNING LAW, JURISDICTION, AND VENUE

A. This Contract shall be governed by and construed in accordance with the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Contract will be in the applicable state or federal court with competent jurisdiction in Olmsted County and Minnesota respectively.

ARTICLE 3 TERMS OF GENERAL CONDITIONS

A. Any and all provisions of these General Conditions will remain in force unless they are specifically and deliberately canceled or modified by the Special Conditions of this Contract.

B. To the extent of any inconsistencies between the Special Conditions and these General Conditions, the Special Conditions will control. Minnesota Law supersedes any of the Special Conditions or General Conditions set forth in this Contract.

ARTICLE 4 TERMS OF PAYMENT

A. Subject to the provisions of the Special Conditions, all services performed and deliverables satisfactorily supplied by ENGINEER pursuant to this Contract will be paid by CITY. Compensation will be in accordance with the Special Conditions, ARTICLE 3, "Consideration of Payment".

B. If it appears at any time that ENGINEER will exceed the Total Contract Amount stated in the Special Conditions of this Contract, ENGINEER must notify CITY's Authorized Agent in writing in a timely manner. ENGINEER may not be compensated for work performed in excess of the Total Contract Amount without a written, and fully executed, amendment to the Contract. Any work performed beyond that identified in this Contract without a prior written amendment signed by CITY may be deemed voluntary and ENGINEER may not be entitled to compensation for the extra work.

C. If ENGINEER claims any instructions, latent conditions, or other conditions exist that require extra cost under this Contract, ENGINEER must make claim for any extra cost incurred in writing within 20 Calendar days after such instruction or observance of conditions. Latent conditions are conditions not anticipated by the Special Conditions of this Contract. Any claim made after this time may be refused and no claim will be valid unless so made. Any work performed under an

amendment to this Contract that has not been properly approved and executed by the parties will be performed at ENGINEER's own risk.

D. Reimbursement for travel and subsistence expenses actually and necessarily incurred by ENGINEER as a result of performance of this Contract must not exceed the amount defined in the Special Conditions. ENGINEER may be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Mn/DOT Travel Regulations", and identified in Special Conditions, Article 3.

ARTICLE 5 PROCEDURE FOR PAYMENT

A. Payments will be made by CITY within 30 days of ENGINEER's presentation of properly prepared invoices and progress reports for services performed in accordance with this Contract. CITY shall notify ENGINEER in writing within 30 days of ENGINEER's presentation of invoices if they believe the progress reports were not properly prepared or the services were not properly performed in accordance with the Contract.

B. Invoices for payment must be submitted by ENGINEER monthly to the CITY's Authorized Agent in the form prescribed by CITY. Invoices should identify the project and the cost for the services performed and delivered for the billing period and must satisfy the requirements listed below:

1. Each invoice must contain the following information: CITY contract invoice number (sequentially numbered), billing address if different from business address, and ENGINEER's original signature attesting that the invoiced services and costs are new and that no previous charge for those services and deliverables has been included in any prior invoice.
2. The original of each invoice and progress report must be sent to the CITY's Authorized Agent for review and payment.
3. Direct non-salary costs allocable to the work under this Contract, and defined in the Special Conditions of this Contract, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct non-salary costs are any costs that are not the salaried costs directly related to the work of the ENGINEER. Supporting documentation must be provided in a manner that corresponds to each direct cost.
4. ENGINEER must provide, upon request of the CITY's Authorized Agent, the following supporting documentation:

   a. Direct salary costs of employees' time directly chargeable for the services performed under this Contract. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked, and total payment for each invoice period; and

   b. Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generated printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours, and the dollar amount charged to the project for each pay period.
5. ENGINEER must provide a copy of the invoice they forwarded to the city to the developer for informational purposes. This document should be cleared stated that it's for informational purposes only.

C. If ENGINEER is authorized by CITY to use or uses any sub consultants, ENGINEER must include all the above supporting documentation in any sub consultant's Contract, and ENGINEER must comply with Minnesota Statutes Section 16A.1245, requiring timely payment by ENGINEER of sub consultant's, penalties for late payments, and defining costs the sub consultant must be awarded if the sub consultant prevails in a lawsuit.

D. ENGINEER must require sub consultant's invoices to follow the same form and contain the same information as set forth above.

ARTICLE 6 CONDITIONS OF PAYMENT

A. For all services and deliverables provided by ENGINEER under this Contract, the Engineer shall maintain its ethical and legal duty of a professional to exercise the level of care, diligence, and skill prescribed in the code of practice of his or her profession, or as other professionals in the same discipline would in the same or similar circumstances. The ENGINEER shall comply with the following:

1. All current applicable federal, state, and local laws, ordinances, rules, and regulations.
2. All current state standards, policies, and practices required by applicable law to perform ENGINEER's services.

B. ENGINEER will not receive payment for work performed in violation of federal, state, or local laws, ordinances, rules, or regulations.

C. All deliverables covered by progress payments made by CITY will become the sole property of CITY. This provision must not be construed as relieving ENGINEER from sole responsibility for services and deliverables upon which payments have been made or the restoration of any damaged work or as waiving the right of CITY to require the fulfillment of all of the terms of this Contract. If the CITY uses the ENGINEER's deliverables in a manner beyond the scope of this contract, it shall indemnify ENGINEER for claims resulting from this reuse. The CITY grants ENGINEER a non-exclusive license, to the extent of the CITY's rights in such data, to use the ENGINEER Data for other purposes.

D. Nothing in this Contract must be construed in any way to relieve ENGINEER from its obligation to complete the services and/or deliverables described in this Contract for a sum not to exceed that is set forth in the Special Conditions.

E. ENGINEER is not authorized to direct the work of Contractor, unless City is given such authority, in writing, by Owner. ENGINEER communication shall be directly with Owner's representative (Construction foremen or superintendent or other member identified as Project Manager), and to City Engineer or his designee.

ARTICLE 7 ASSIGNMENT

A. ENGINEER may neither assign nor transfer any rights or obligations under this Contract without prior written authorization from the CITY's Authorized Agent. The written authority will in no way relieve ENGINEER from the primary responsibility for performance of the services and deliverables specified in this Contract.

ARTICLE 8 SUBCONTRACTS

A. ENGINEER must require all sub consultant contracts to contain all appropriate terms and conditions of this Contract. The use of sub consultants does not relieve the ENGINEER from performing and delivering the work stated in this Contract.

B. A copy of any and all sub consultant contracts must be sent to the CITY's Authorized Agent after execution of the sub consultant contract and prior to work starting under the sub consultant contract.

ARTICLE 9 AMENDMENTS, CHANGE ORDERS, MERGER, COUNTERPARTS, AND WAIVER

A. Amendments to this Contract will be considered only for unforeseen work or services that were excluded in the Scope of Work, entitled "Detailed Scope of Work," and that are considered essential to the work. Any written claim made by ENGINEER for extra work or costs under this Contract that has been approved by the CITY's Authorized Agent must be evidenced by an amendment to this Contract. Amendments must be in writing and executed and approved by the same parties and officials who executed and approved the original Contract, or their successors in office. ENGINEER must notify CITY's Project Manager in writing if ENGINEER will be delayed in any way from completing the project under this Contract.

B. The work to be done in connection with this Contract may be changed at the request of CITY, with the mutual concurrence of ENGINEER. Any change will be clearly and fully defined in writing, and approved by both parties. Change orders must be consistent with the basic purpose of this Contract and within the general Scope of Services identified in the Special Conditions.

C. This Contract constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Contract. ENGINEER, by the signature below of its authorized representative, hereby acknowledges that the ENGINEER has read this Contract, understands it and agrees to be bound by its terms and conditions.

D. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Contract.

ARTICLE 10 COMPLIANCE WITH LICENSES, PERMITS, AND OTHER REGULATIONS

A. ENGINEER shall procure all licenses, certifications, education, permits, or other rights necessary to fulfill its obligations under this Contract in compliance with all applicable federal and state laws.

ARTICLE 11 DATA PRACTICES AND INTELLECTUAL PROPERTY

A. The Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, applies to all data created, gathered, generated, or acquired in accordance with this Contract.

B. Any reports, studies, photographs, negatives, or other documents created and paid for by ENGINEER in the performance of its obligations under this Contract are instruments of service in respect to ENGINEER's services and are the exclusive property of CITY. ENGINEER must remit all such materials to CITY upon completion or cancellation of this Contract. The CITY will indemnify ENGINEER for claims resulting from any reuse of such materials beyond the scope of this Contract. The City shall grant the ENGINEER a non-exclusive license, to the extent of the CITY's rights in such data, to use the ENGINEER Data for other purposes. ENGINEER waives all claims against the CITY resulting in any way from any reuse of the ENGINEER.

C. Unless otherwise directed by CITY, the originals of reports, tests, drawings and plans; and legibly reproducible copies of work sheets, field notes, computations, photos, test results, and other project data must be relinquished to CITY:

1. Upon written notice of completion or cancellation of this Contract.
2. Upon written notification by CITY.
3. Prior to final payment by CITY to ENGINEER for this Contract.

D. Notwithstanding the above paragraphs, work papers, proprietary information, processes, methodologies, know-how and software ("ENGINEER Data") previously belonging or licensed to ENGINEER and used to perform ENGINEER's services shall remain the property of ENGINEER. ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER), whether or not the Project is completed. To the extent the services performed by ENGINEER contain ENGINEER Data, ENGINEER hereby grants to CITY a non-exclusive, non-assignable, royalty-free, irrevocable license to use such ENGINEER Data for the purposes set forth herein, subject to the following limitations: such ENGINEER Data are not intended or represented to be suitable for use or reuse by CITY on extension of the Project or on any other project without written verification or adaptation by ENGINEER and any such reuse or modification of the ENGINEER Data without the written verification or adaptation by ENGINEER shall be done at CITY's sole risk and without liability to ENGINEER.

ARTICLE 12 LIABILITY

A. General - Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the project, and the ENGINEER's fee for the Services, and in consideration of the promises contained in this Contract, CITY and ENGINEER agree to allocate and limit such liabilities in accordance with this Article.

B. Indemnification - ENGINEER and CITY (the "Indemnifying Party") shall be liable for its own negligent acts, errors and omissions to the extent provided by law and subject to the CITY's cap on municipal tort liability under Minnesota Statutes Section 466.04, and hereby agrees to defend, indemnify, and hold harmless the other ("the Indemnified Party"), from any liability, damages, and costs arising from the negligent acts of ENGINEER and CITY and anyone for whose negligent acts they may be liable for in the performance of professional services required under this Contract which the Indemnified Party, its officers and employees may hereafter sustain, incur or be required to pay to the full effect provided by Minnesota Statutes Chapter 337, to the extent the ENGINEER and CITY are responsible for such liability, costs, damages, including reasonable attorneys' fees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of ENGINEER and CITY, they shall be borne by each party in proportion to its own negligence.

C. Survival - Upon completion of all services, obligations, and duties provided for in this Contract, or if this Contract is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 13 WORKERS' COMPENSATION

A. Any and all employees of ENGINEER, including its sub consultants, or other persons while engaged in the performance of any work or services required by ENGINEER under this Contract, will not be considered employees of CITY. Any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of ENGINEER's employees, or other person while so engaged on any of the work or services to be rendered, will in no way be the obligation or responsibility of CITY. Pursuant to Minnesota Statutes 176.182, acceptable evidence of compliance with Workers' Compensation insurance coverage requirements must be presented to CITY before CITY may enter into a contract with ENGINEER.

ARTICLE 14 BONDS

This Article is hereby deleted.

ARTICLE 15 INSURANCE

A. A certificate of insurance for each type of insurance required under this Contract must be filed with the CITY's Authorized Agent prior to execution of the Contract by City. Each policy must contain a requirement that the insurer provide the CITY a 30-day notice of cancellation.

B. ENGINEER must maintain and furnish satisfactory evidence of the following insurance policies:

1. ENGINEER shall procure and maintain for the term of the Contract, insurance coverage as is reasonable and necessary for performed services by ENGINEER and its employees.
2. The ENGINEER shall be responsible for obtaining separate certificates and endorsements for each sub consultant. ENGINEER shall determine the appropriate level of insurance coverage and limits from its sub consultants.
3. **Workers' Compensation Insurance:** ENGINEER will provide Workers' Compensation insurance for all ENGINEER employees and, in case any work is subcontracted, ENGINEER will require the sub consultant to provide Workers' Compensation insurance in accordance with the statutory requirements of CITY of Minnesota, and including Coverage B, Employer's Liability, at limits not less than $100,000.00 bodily injury by disease per employee; $500,000.00 bodily injury by disease aggregate; and $100,000.00 bodily injury by accident. Evidence of sub consultant's insurance shall be filed with the ENGINEER.
4. **Commercial General Liability:** ENGINEER will maintain insurance protecting ENGINEER from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage including loss of use which may arise from operations under this Contract whether such operations be by ENGINEER or by a sub consultant or by anyone directly or indirectly employed under this Contract. ENGINEER's liability insurance shall be primary to any liability insurance maintained by the City. Unless otherwise specified within this Contract, ENGINEER's insurance minimum amounts will be as follows:
   a. $1,000,000.00 - per occurrence
   b. $1,000,000.00 - annual aggregate

   In addition, the following coverages should be included:
   a. Bodily Injury and Property Damage
   b. Products and Completed Operations Liability
   c. Blanket Contractual Liability
   d. Name CITY as an Additional Insured
5. **Commercial Automobile Liability:** ENGINEER will maintain insurance protecting ENGINEER from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for

property damage including loss of use which may arise from operations under this Contract whether such operations were by ENGINEER or by sub consultant or by anyone directly or indirectly employed under this Contract. Unless otherwise specified within this Contract, the ENGINEER insurance minimum amounts will be as follows:

$1,000,000.00 - per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned
Name CITY as an Additional Insured

6. **Professional Liability Insurance:**

Unless otherwise specified within this Contract, ENGINEER insurance minimum amounts will be as follows:
$1,000,000.00 - per claim
$1,000,000.00 - annual aggregate

This policy will provide coverage for all claims ENGINEER will become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to ENGINEER's professional services required under this Contract.

C. ENGINEER must:
1. Include legal defense fees in addition to its liability policy limits, with the exception of Professional Liability Insurance above; and
2. Obtain insurance policies from an insurance company having an "AM BEST" rating of A-VIII or better.

D. CITY reserves the right to immediately rescind this Contract if ENGINEER is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against ENGINEER. Upon written request by the CITY's Authorized Agent, all insurance policies shall be open to inspection, and copies of policies may be requested.

ARTICLE 16 DELIVERABLE STANDARDS

A. CITY will have the authority to disapprove or reject services or deliverables that are defective. ENGINEER will be responsible for the accuracy of its work under this Contract and must make timely revisions or corrections without compensation resulting from errors and omissions on the part of ENGINEER. The services or deliverables provided to CITY by ENGINEER must be of such quality that they are suitable for their intended purpose.

B. ENGINEER’s services and compensation under this Contract have been agreed to in anticipation of the orderly and continuous progress of the Project though completion. Unless specific periods of time or specific dates for providing services are specified in this Contract, ENGINEER’s obligation to render services hereunder will be for a period which may reasonably be require for the completion of said services.

C. If in this Contract specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CITY has requested changes in the scope, extent, or character of the Project; the time of performance of ENGINEER’s services shall be adjusted equitably.

D. Neither party will be held responsible for delay or failure to perform when such delay or failure is due to any of the following, unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, or delays or defaults caused by public carriers, provided the defaulting party gives written notice as soon as possible to the other party of its inability to perform.

E. For purposes of this Contract the term “day” means a calendar day of 24 hours.

ARTICLE 17 ANTITRUST

A. ENGINEER assigns to CITY any and all claims for overcharges as to services and deliverables provided in connection with this Contract resulting from alleged antitrust violations, which arise under the antitrust laws of the United States and state of Minnesota.

ARTICLE 18 OFFICIALS NOT TO BENEFIT

A. Without prior written consent of CITY, ENGINEER must not employ any professional or technical personnel who are or have been at any time during the time period of this Contract in the employ of CITY, except retired CITY employees, without written consent from CITY.

B. ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ENGINEER, to solicit or secure this Contract, and that ENGINEER has not paid or agreed to pay any company or person, other than a bona fide employee working for ENGINEER, any fee, commissions, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making of this Contract.

ARTICLE 19 CANCELLATION

A. This Contract may be canceled by CITY at any time, with or without cause, upon written notice to the ENGINEER. In the event of such cancellation ENGINEER will be entitled to payment, determined on pro rata basis, for services and deliverables performed or delivered.

If City fails to make any payment due to ENGINEER for services satisfactorily performed and expenses within thirty days after the date of ENGINEER's invoice, ENGINEER may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold project deliverables due under this Contract until ENGINEER has been paid in full all amounts due for services, expenses and charges.

ARTICLE 20 ERRORS OR OMISSIONS

A. ENGINEER will be responsible for the accuracy of its work and must promptly make necessary revisions or corrections resulting from ENGINEER's negligent acts, errors, or omissions without additional compensation. Acceptance of the work by CITY will not relieve ENGINEER of the responsibility for subsequent correction of any errors or omissions or for clarification of any ambiguities.

B. If negligent acts, errors, or omissions are made by ENGINEER in any phase of the work, the correction of which may require additional field or office work, ENGINEER will be promptly notified by CITY and will be required to perform such additional work as may be necessary to correct these negligent acts, errors, or omissions without undue delay and without additional cost to CITY. If the ENGINEER is aware of any negligent acts, errors, or omissions made in any phase of its work, the corrections of which may require any additional field or office work, ENGINEER must promptly perform such additional work as may be necessary to correct these negligent acts, errors, or omissions without undue delay and without additional cost to CITY.

C. ENGINEER will be responsible for any damages incurred as a result of its negligent acts, errors, or omissions and for any loss or cost to repair or remedy ENGINEER's errors, omissions or negligent acts. Acceptance of the work by CITY will not relieve ENGINEER of the responsibility for subsequent correction of any such negligent acts, errors, or omissions, or of liability for loss or damage resulting therefrom.

D. ENGINEER must respond to CITY's notice of any errors and/or omissions within reasonable time and give immediate attention to these corrections to minimize any delays to the ENGINEER.

ARTICLE 21 DISPUTE RESOLUTION

A. Mediation. Any claim, controversy or dispute arising out of this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The mediation shall be

conducted in Olmsted County, Minnesota, and in accordance with the Minnesota Civil Mediation Act, Minn. Stat. 572.31, et., seq. Any claim, controversy or dispute not resolved by mediation may be the subject of legal or equitable proceedings filed by either party. The legal or equitable proceedings must be venued in Olmsted County, Minnesota. The parties waive all rights to and claims for monetary awards other than compensatory damages.

ACORD®

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
3/18/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Amy Nagel	
Overland Insurance Agency 255 3rd Ave SE Perham MN 56573	PHONE (A/C, No, Ext): (218) 346-6250	FAX (A/C, No):
	E-MAIL ADDRESS: amyn@overlandinsurance.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : ALLMERICA FIN BENEFIT INS CO	41840
INSURED GGG INC 14070 HWY 52 SE CHATFIELD MN 55923	INSURER B : HANOVER INS CO	22292
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC [ ] OTHER:	Y		Z2XJ298795	03/31/2026	03/31/2027	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] OWNED AUTOS ONLY [ ] SCHEDULED AUTOS [ ] HIRED AUTOS ONLY [ ] NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	Y		Z2XJ298795	03/31/2026	03/31/2027	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] N / A (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WHXJ298771	03/31/2026	03/31/2027	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Public Watermain to Serve John Hardys Replat, Project J5664

CERTIFICATE HOLDER

City of Rochester

4001 West River Parkway NW
Suite 100
Rochester MN 55901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

▶ **Go to *www.irs.gov/FormW9* for instructions and the latest information.**

Give Form to the requester. Do not send to the IRS.

Print or type. See **Specific Instructions** on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
GGG INC., DBA G-CUBED ENGINEERING, INC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC ☑ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ▶

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
14070 HWY 52 SE

Requester's name and address (optional)

6 City, state, and ZIP code
CHATFIELD, MN 55923

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN,* later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number
			-			-				

or

Employer identification number
4	1	-	1	9	6	2	6	8	4

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person ▶** [signature] **Date ▶** 8/7/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9.*

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)
- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, *later.*

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

City-Owner Contract: Public Improvements to Facilitate the 15kV Distribution, Tunnels & Distribution - Marion Bus 10/11 Feeder Extension, Geothermal Piping, (Package B4) - Project No. J5669

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:

Authorizing:

1. A City-Owner contract for Project No. J5669, "Public Improvements to Facilitate the 15kV Distribution, Tunnels & Distribution - Marion Bus 10/11 Feeder Extension, Geothermal Piping, (Package B4)," with City execution conditional upon full execution of the contract by Owner, Contractor, and Engineer, project and grading plan approvals, and Contractor's submission of the appropriate bond and insurance documentation and;
2. A professional technical services contract with WSB LLC, for $436,305, for work related to Project No. J5669, "Public Improvements to Facilitate the 15kV Distribution, Tunnels & Distribution - Marion Bus 10/11 Feeder Extension, Geothermal Piping, (Package B4)," subject to City execution of the City-Owner contract.

Report Narrative:

Public Works brings forward City-Owner and professional technical services contracts for consideration by the Council for Project No. J5669, "Public Improvements to Facilitate the 15kV Distribution, Tunnels & Distribution - Marion Bus 10/11 Feeder Extension, Geothermal Piping, (Package B4)."

A City-Owner contract is recommended with Mayo Clinic, (as Owner), Knutson Construction Services Rochester, Inc., (as Contractor), and WSB LLC, (as Design Engineer). The use of a City-Owner contract will accommodate Owner's timeline for development while ensuring that the quality of public infrastructure meets City Standards, and it is the preferred contract to utilize for this project.

A professional technical services contract is recommended with WSB LLC, (as Consulting Engineer), for $436,305, to be paid by Owner. It is required by the City-Owner contract that Owner provides professional technical services for the project, as defined in the City Specifications and Standards.

This project is part of a greater Mayo Clinic plan, known as Utility Plant & Underground Infrastructure (UPUI), designed to increase infrastructure capacity in support of the Bold Forward Unbound project in Rochester. The scope of this Package B4 includes:

1. 15kV distribution duct banks, owned by Mayo Clinic: in 1st St NW from 5th Ave NW to 7th Ave NW, in 2nd St NW from 5th Ave NW to 6th Ave NW, and in 6th Ave NW from W Center St to 2nd St NW;
2. Geothermal Piping, owned by Mayo Clinic, in W Center St from 6th Ave NW to 7th Ave NW, in 1st St NW from 6th Ave NW to 7th Ave NW, in 6th Ave NW from W Center St to 1st St NW, in 5th Ave

NW from 2nd St SW to 4th St SW, and in 4th St SW from 4th Ave SW to 5th Ave SW;
3. Relocation of various public utilities to facilitate these new duct banks.

Priorities & Foundational Principles:
Fiscal Responsibility & Sustainability

Policy Considerations & DEI Impact:
A City-Owner contract is a required part of the City-Owner Construction Program, which is designed to ensure that the installation of public infrastructure, within a private development or due to a private development, is constructed to City Standards.

Prior Legislative Actions & Community Engagement:
June 17, 2024: Council Meeting - City-Owner Contract J5608 - Mayo Clinic 15kV Distribution (Package A), approved.
December 9, 2024: Council Meeting - City-Owner Contract J5625 - Mayo Clinic 15kV Distribution (Package B1), approved.
May 19, 2025: Council Meeting - City-Owner Contract J5634 - Mayo Clinic 15kV Distribution (Package B2), approved.
February 2, 2026: Council Meeting - City-Owner Contract J5665 - Mayo Clinic 15kV Distribution (Package B3), approved.

Fiscal & Resource Impact:
As required by the contracts, Owner has paid City for the preparation of the City-Owner contract, and Owner will provide pre-payment to City for use in compensating Consulting Engineer for their services according to the professional technical services contract.

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

Prepared By:
Kyle Mittlieder

Attachments:
City-Owner Contract - Mayo 15kV Distribution, Package B4 - Project No. J5669

Exhibit - Mayo 15kV Distribution, Package B4 - Project No. J5669

Professional Technical Services Contract - Mayo 15kV Distribution, Package B4 - Project No. J5669

CITY-OWNER CONTRACT

THIS AGREEMENT ("Contract"), 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 "Owner") and **Knutson Construction Services Rochester, Inc.,** a Minnesota corporation (hereinafter referred to as "Contractor"), and **WSB LLC,** a Minnesota limited liability company (hereinafter referred to as "Design Engineer,") and together, City, Owner, Contractor and Design Engineer, shall hereinafter collectively be referred to as the "Parties" under the general terms and conditions of this Contract.

WITNESSETH, THAT WHEREAS

1) Owner has programmed improvements consistent with Mayo UPUI Plans, and is requesting permission to, at its own expense, construct public infrastructure or perform other private work within the public right-of-way or public easements consistent with the approved civil construction plans **(R25-0088GF)** and specifications thereof prepared by Design Engineer, generally referred to as **"Public Improvements to Facilitate the 15kV Distribution, Tunnels & Distribution – Marion Bus 10/11 Feeder Extension, Geothermal Piping, (Package B4) – J5669"**, the cover sheet depicted for reference as attached Exhibit 'A', and hereinafter referred to as the "Project". The foregoing public improvements work for the Project is referred to as the "Work" under this Contract.
2) City hereby granting Owner (a) temporary access over, under and across any applicable rights-of-way dedicated to the public for purpose of the Work which will terminate upon City acceptance of the Work, and (b) permission to perform the public improvements Work for the Project, utilizing Contractor, at its own cost and expense (unless otherwise specifically noted herein), and subject to the terms and conditions herein, including full compliance with the approved civil construction plans for the Project (hereinafter referred to as the "Project Plans"), and in adherence to the City's Standard Design Specifications.

NOW, THEREFORE, it is hereby mutually agreed between City and Parties as follows:

I. **OWNER'S SPECIFIC OBLIGATIONS.**

a) Owner's representative, **Jack Rol, Mayo Clinic**, will serve as "Project Manager" for the Project. The Project Manager is responsible for all coordination of the Work elements including Project close out.

b) Owner has by separate document retained the professional services of **WSB LLC**, a Minnesota limited liability company (hereinafter "Geotechnical Professional") to prepare a Geotechnical Report (hereinafter "Report") for the Project. Owner is obligated to make the results of said Report available to City and its designees for the purpose of evaluating the design of the Project elements.

c) Owner shall oversee Contractor's completion of all Project Work elements by **January 13, 2028** (hereinafter referred to as "Completion Date"), and in a manner consistent with the approved Project Plans and in adherence with City Standard Design Specifications. Additionally Owner shall pay for all Project construction costs in connection with the Work provided under this Contract, including any scope of Work changes that may be required to fulfill the conditions required of Owner or intent of any other agreement between Owner and City related to the Project, or requirements of City Ordinances, development conditions, or State or Federal requirements or provisions, and any changed working conditions (due to weather, soils, etc.). In the event the Project Work elements are not completed by the Completion Date, City may require Owner and Contractor to execute an Addendum to the Contract, and then Owner may be obligated to reimburse City for additional costs incurred by City related to additional observation and oversight by Observation & Oversight Engineer, as a result of the delay in completion of the Project Work elements. Notwithstanding the foregoing and anything to the contrary, and only in the event that no act or neglect of Owner or any party under contract with Owner contributed to such delay, if completion of the Work is delayed because of (i) any act or neglect of the City (including City ordered changes to the Work); (ii) any act or neglect of Contractor, Design Engineer, or Observation & Oversight Engineer, or (ii) any other cause beyond Owner's reasonable control (each, an "Excused Delay"), then the Completion Date shall be extended for such reasonable period of time to account for such Excused Delay to the Completion Date. Owner shall reimburse City for its actual costs caused by an Excused Delay, except that Owner shall not be responsible for costs, expenses, or damages incurred by City to the extent the Excused Delay falls solely under I.(c)(i) above.

d) WSB LLC (hereinafter referred to as "Observation & Oversight Engineer") has been retained by City, through a separate arrangement, to perform construction observation and oversight for the Project. Owner's representative has provided payment in the amount of **$436,305.00** to the City, representing Owner's financial obligation related to observation and oversight services for the Project that are to be performed by Observation & Oversight Engineer. Owner shall have no other financial obligation related to construction observation and oversight for the Project, subject to the Work elements for the Project being completed by the Completion Date. In the event the observation and oversight expenses for the Project, as

documented by Observation and Oversight Engineer and approved by City, are less than the amount specified above and collected from Owner, City will reimburse Owner's representative who made initial payment, the net difference upon City's confirmation that all applicable expenses incurred by Observation & Oversight Engineer have been claimed, verified, and paid by City.

e) Owner shall not provide direction or interfere with Observation & Oversight Engineer performing its duties related to the Project. Specifically, Owner will not provide direction for work performed on behalf of City. In the event Owner has any concerns regarding Observation & Oversight Engineer's duties, Owner shall communicate directly with the City Engineer, or his/her designee, who City shall designate to Owner, to resolve any concerns.

f) **Development Charges.** Owner will be invoiced and shall pay for applicable signage removal and replacement consistent with City's adopted rate schedule and as calculated by the City Traffic Engineer.

g) Owner acknowledges that all private sanitary sewer & water service connections being constructed as part of this development are NOT part of this Contract and that separate utility connection permit(s) and inspection(s) are required from Public Works prior to commencement of installation of the private utility services.

h) Failure to do everything required by this Contract, as it pertains to Owner's obligations set forth in this Contract, may be used as a basis for denying Owner the opportunity to perform other projects within the City of Rochester.

i) Unless all public drainage & utility easements, and right-of-way have previously been dedicated for all public infrastructure for the Project, Owner shall dedicate all easements, at no cost to City, concurrent with execution of this Contract by Owner. Owner shall provide City a legal description and exhibit drawing (prepared by a qualified professional), for said easements, and shall pay City a standard document preparation and recording fee.

II. CONTRACTOR'S REPRESENTATIONS.

a) Contractor represents it has examined and carefully studied this Contract, approved Project Plans, City Standard Design Specifications, and all other data and reference items related to the Project.

b) Contractor represents it has visited the Property, conducted a thorough and alert visual examination of the property and the adjacent areas, has become familiar with, and is satisfied as to the general, local, and property conditions that may affect cost, progress, and performance of its Work elements included in the Project.

c) Contractor represents it is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of its Work elements included in the Project.

d) Contractor represents it has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the property and all drawings of physical conditions related to existing surface or subsurface structures at the property that have been identified in the technical data in such reports and drawings; and (2) reports and drawings related to hazardous environmental conditions, if any, at or adjacent to the property that have been identified in the technical data in such reports and drawings.

III. **CONTRACTOR SPECIFIC OBLIGATIONS.**

a) Contractor hereby covenants and agrees to furnish all materials, all necessary tools and equipment, and to do and perform all the Work and labor necessary in the construction of the Project described herein [utilizing City approved subcontractor(s)], in accordance with the Project Plans approved by the City Engineer, and in compliance with current year City of Rochester engineering standards and specifications incorporated into the approved Project Plans, and to do everything required by the Contract documents. Contractor shall perform the Work elements, and based on the approved Project Plans, and specifications, and as they may be amended based on any subsequent City-approved Contract addendum(s). City shall not unreasonably withhold, condition or delay approval of any subcontractor. **Contractor acknowledges that all private sanitary sewer & water service connections being constructed as part of this development project are NOT part of this Contract and that separate utility connection permit(s) and inspection(s) are required from Public Works prior to commencement of installation of the private utility services.**

b) Safety. Contractor agrees to take all precautions necessary to protect the public against injuries, and keep danger signals at all places and at such times as the public safety may require.

c) Completion Date. The Contractor shall complete all of its Project Work elements, except for warranty items that are subject to this Contract, to the satisfaction of City, on or before the Completion Date. Upon commencing specific work elements, Contractor shall complete all public improvements within the approved Project Plans for the Project, **within 263 working days (see attached estimated schedule Exhibit B for reference)**. In the event Contractor's Work elements have not been completed within this schedule, City may take action to resolve the outstanding items through whatever legal course it may deem appropriate, including but not limited to one or more of the following:

(1) City may record an affidavit of noncompliance indicating that the City will withhold the issuance of building permits until such time as the outstanding elements are completed;
(2) City may withhold future contracts with the Contractor;

(3) City may contact the bonding agents and take action against the performance bond for completion of the required Work elements;
(4) City may take such other legal action that it determines necessary to protect its interests.

d) Project Surety from Contractor. Contractor shall provide surety in an amount and in a form acceptable to City that accurately represents the estimated cost of the public improvements Work to be performed by the Contractor.

(1) Prior to commencement of any work under this Contract, Contractor shall furnish to City, performance and payment bonds executed by itself and a surety company authorized to do business in the State of Minnesota. Each bond shall be in the total sum of at least **$6,929,830.00** with the performance bond for use by City, and the payment bond for the benefit of all persons furnishing labor and materials for the purpose of this Contract. Said bonds shall be conditioned as required by Minnesota Statutes, Section 574.26, and shall guarantee the performance of this Contract in accordance with the approved Project Plans and specification and payment of all claims for the labor and materials, respectively. The payment and performance bonds shall name, as dual obliges, City and Owner.

(2) If the bonds do not state on their face that they remain in full force and effect until the expiration of Contractor's two-year maintenance period, Contractor shall also provide a maintenance bond in the same amount, and with an effective date covering the Contractor's maintenance period.

(3) As a condition of performing Work under this Contract, Contractor shall obtain surety from Owner in an amount and in a form, it determines is adequate to guarantee Owner's payment to Contractor for all Project Work elements performed by Contractor under the terms of this Contract **and may not later claim City has violated Minn. Stat. § 574.26.** By execution of this Contract, Contractor agrees and shall hold City harmless from any and all claims Contractor may have for payment for Work performed under this Contract. All Work elements shall be performed by contractors and subcontractors licensed to perform those specific Work elements.

(4) Sewer Lines. Where applicable, Contractor will install a sewer plug(s) at a location(s) designated by the City Engineer prior to connection of new sanitary sewer lines to existing City sewer lines. This/These plugs shall only be removed at the discretion of the City Engineer or his designee.

(5) Insurance. Contractor, at its own expense, shall procure and maintain for a duration not less than its maintenance and warranty period, a general liability insurance policy naming the City of Rochester as an additional insured, with bodily injury limits of at least $2,000,000/$4,000,000, and file such policy of insurance, or a

certificate of such insurance issued within thirty (30) days of commencement, with the City Clerk. Contractor further agrees to maintain insurance on its vehicles and to maintain insurance on all vehicles in the performance of this Contract with bodily injury limits and property damage limits of at least $1,000,000 per occurrence, combined single limit for bodily injury and property damage, naming the City of Rochester as an additional insured, and to file a certificate or certificates of such automobile insurance with the City Clerk. Contractor's liability insurance shall be primary to any liability insurance maintained by the City. Contractor shall also file with the City Clerk a certificate indicating insurance is in effect for workers' compensation. In the event that all or a portion of the Work contemplated by this Contract shall be done by Contractor through subcontractors, it shall be the responsibility of Contractor to determine and require that such subcontractors maintain automobile and worker's compensation insurance, as set forth above, and that certificates to this effect are filed with the City Clerk. Contractor shall also ensure that its subcontractors are aware of and abide by the provisions of the City Owner Contract Inspections and Approvals requirements. All policies of insurance shall be endorsed indicating that in the event of cancellation or termination of any insurance above described, City of Rochester is to receive thirty days' written notice of the insurance company or companies' intention to cancel or terminate any policy, policies, or any portion thereof. If any insurance certificate indicates the policy will expire prior to the end of the maintenance period, Contractor, shall provide new certificate(s) of insurance prior to the expiration date indicated on the original certificate(s), and in any event shall maintain insurance during such maintenance period.

(6) Failure to do everything required by this Contract may be used as a basis for denying Contractor the opportunity to construct other public improvement projects within the City of Rochester.

IV. DESIGN ENGINEER'S SPECIFIC OBLIGATIONS.

a) Standard of Care. In performance of its duties, Design Engineer shall maintain its ethical and legal duty of a professional to exercise the level of care, diligence, and skill prescribed in the code of practice of his or her profession, or as other professionals in the same discipline would in the same or similar circumstances.

b) Design Engineer shall maintain Errors & Omissions Insurance for all of its design, plan and specification preparation, and record drawings related to the Project. The minimum aggregate coverage shall be not less than $1,000,000.00.

c) Design Engineer shall provide record drawings for all Project related public infrastructure and critical grading elements. Said record drawings shall be provided to City in a format acceptable to the City Engineer.

d) Failure to do everything required by this Contract may be used as a basis for denying Design Engineer the opportunity to perform other engineering services for public infrastructure within the City of Rochester.

V. **CONTRACT DOCUMENTS.** The contract documents for the Project, which are made a part hereof to the same extent as if fully set forth herein, consist of this Contract, the approved Project Plans and specifications, the Construction Contract, and the City of Rochester's Standards for Street and Utility Construction in effect at the time of Contract execution, all of which are incorporated herein by reference. Work shall not commence on the Project until the Project Plans have been approved and these approved Project Plans and specifications for the Project are on file with the City Engineer. An on-site meeting between Owner, Contractor, Design Engineer, Observation & Oversight Engineer, and City's representative shall be held prior to commencing Work on the Project, to discuss project scope, erosion control, and general schedule.

VI. **CITY ACCEPTANCE, MAINTENANCE, OWNERSHIP.** City accepts no responsibility for the maintenance of the Project elements until such work is certified by Observation & Oversight Engineer and is subsequently accepted by City. When accepted by City, the Project elements shall become the property of City without any further acts or deeds of Owner, except that Contractor guarantees and agrees to maintain the stability of all work done and materials furnished and installed pursuant to this contract for the duration established by this Contract. City's acceptance of the work shall be memorialized by the City Engineer's execution of a separate Engineer's Certification of Acceptance (an example is provided for reference on the attached Exhibit C). City Engineer may accept Owner's, Design Engineer's, or Contractor's work independent of the completion of the remaining Parties' obligations. City Engineer may determine that phased acceptance of work elements is appropriate for the Project. At the discretion of the City Engineer, execution of a separate City Acceptance and subsequent release of warranty that identifies the specific phase / work elements may be authorized. The Parties agree that if phased acceptance is authorized for the Project, said phasing will not result in a reduction of the Performance and Payment Bonds in place for the Project.

VII. **NON-ACCEPTANCE.** Owner and/or Contractor, within fourteen (14) days after receiving notice from City or its agent, that the Project, or a portion thereof, has not been constructed in accordance with City specifications or has not been accepted, or that a warranty claim is being made, shall perform such work identified as needing completion or correction within a schedule approved by the City.

VIII. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed by all Parties that Owner, Contractor, Design Engineer, and Observation & Oversight Engineer are independent contractors and all persons employed by said parties in the performance of any work or services

required or provided for herein shall not be considered employees of City for any purpose whatsoever, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, and any and all such claims and any act or omission on the part of any party's employees while engaged in any work or services under this Contract shall in no way be the obligation or responsibility of City.

IX. **COMPLIANCES.** In connection with the administration and performance of the Work authorized by this Contract, Owner, Contractor, Design Engineer shall comply and cause its agents and employees to comply with all federal, state and local laws, together with all ordinances and regulations applicable to this Contract and the Work to be performed hereunder.

X. **CONFLICT OF INTEREST.** For the construction of these public facilities **Design Engineer** and **Observation & Oversight Engineer** may be required to provide professional services to Owner and to City under a separate Contract for Professional Services. City and Owner understand this relationship and waive any right to claim that services provided under this Contract by **Design Engineer** and **Observation & Oversight Engineer,** create a conflict of interest for any purpose.

XI. **HOLD HARMLESS.** Owner agrees to defend and hold harmless City, its officials, officers, agents, and employees from all third-party claims, suits, or actions of whatsoever nature brought against City to the extent caused by the negligent or otherwise tortious activities of Owner, or its agents who are not parties to this Contract, or employees under this Contract. Owner agrees to defend and pay all costs in defending these claims, including reasonable attorney's fees.

Contractor agrees to defend, indemnify and hold harmless Owner, City, and their officials, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the negligent or otherwise tortious activities of Contractor or its subcontractors, agents, or employees under this Contract. Contractor agrees to defend and pay all costs in defending these claims, including attorney's fees.

Design Engineer agrees to indemnify and hold harmless Owner, City, and their officials, officers, agents, and employees from all claims, suits, or actions resulting from or arising out of the negligent activities of Design Engineer or its subcontractors, agents, or employees under this Contract. Design Engineer agrees to reimburse all costs of these claims, including attorney's fees.

XII. **WAIVER**. The failure of City or any other Party to enforce any provisions of this Contract shall not constitute a waiver by any such Party, including City, of that or any other provision.

XIII. **MERGER CLAUSE**. This Contract constitutes the final expression of the parties' agreement, and the complete and exclusive statement of the terms agreed upon. This instrument supersedes all prior negotiations, understandings, agreements, and representations. There are no oral or written understandings, agreements, or representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this Contract shall bind any Party unless in writing and signed by all Parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

XIV. **CONCURRENCE**. By executing this Contract, the Owner, Contractor, and Design Engineer acknowledge that he/she: (a) enters into and executes this Contract knowingly, voluntarily and willingly of his/her own volition with such consultation with legal counsel as he/she/it deems appropriate; (b) has had a sufficient amount of time to consider this Contract's terms and conditions, and to consult an attorney before signing this Contract; and (c) has read and understands all of its terms, appreciates the significance of those terms and has made the decision to accept them as stated herein. All parties wish to avoid any development or administrative delays associated with a legal challenge to any of the terms of this Contract. Notwithstanding any provision in this Contract to the contrary, this clause will survive the termination or expiration of this Contract.

XV. **SUBSTITUTION**. Owner shall not substitute Contractor identified herein without the prior written consent of the City Engineer and formal Contract amendment signed by all Parties, such consent shall not be unreasonably withheld, conditioned or delayed by City. Contractor acknowledges that it is bound by the terms of this Contract and is obligated to perform the required Work in a professional and workmanlike manner through the use of its own staff and/or sub-consultants.

XVI. **EXECUTION IN COUNTERPARTS**. This Contract may be executed in any number of counterparts by the different Parties hereto on separate signature pages, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

XVII. **GOVERNING LAW.** This Contract will be governed by, and construed in accordance with the laws of the State of Minnesota, regardless of any conflict of law provisions that would require application of the laws of any other jurisdiction.

XVIII. **JURISDICTION AND VENUE**. The appropriate venue and jurisdiction for any litigation in state court hereunder shall be heard in District Court in Olmsted County, Minnesota. The appropriate venue and jurisdiction for any litigation in federal court involving the Parties and this Contract will be in the appropriate federal court in the State of Minnesota.

XIX. **COMMENCEMENT OF WORK.** Work under this Contract shall not commence until such time the Contract documents are fully executed, the Project Plans are approved, and Contractor has received a written notice to proceed from City.

XX. **CONSTRUCTION CONTRACT.** Owner and Contractor agree that the Project is part of an overall project and work scope that, along with the Work, shall be completed pursuant to the construction contract executed by Owner and Contractor (hereinafter referred to as the "Construction Contract"). Contractor and Owner agree that the terms of the Construction Contract shall apply to the Project to be completed pursuant to this Contract; provided that, in the event of any conflict, inconsistency, or ambiguity between the terms of this Contract and the Construction Contract, as between Owner and Contractor, the terms of the Construction Contract shall govern unless otherwise mutually agreed in writing by Owner and Contractor.

IN WITNESS WHEREOF, the respective Parties hereto have caused this Contract to be duly executed on the day and year hereinabove set forth.

CITY:

CITY OF ROCHESTER, MINNESOTA,
a Minnesota municipal corporation

By:_____
Kim Norton, Mayor

Dated_____, 2026

Attest: _____
Ann Kasel, City Clerk

Dated_____, 2026

OWNER:

Mayo Clinic,
a Minnesota non-profit corporation

By: _____

Its: _____

STATE OF MINNESOTA)
) SS
COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this_____day of _____, 2026, by _____, the _____of **Mayo Clinic,** a Minnesota non-profit corporation, and who is personally known by me to be the person who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed and on behalf of the non-profit corporation.

_____
Notary Public

CONTRACTOR:

Knutson Construction Services Rochester, Inc., a Minnesota corporation

By _____

Its _____

STATE OF_____)
) SS
COUNTY OF_____)

The foregoing instrument was acknowledged before me this _____day of _____, 2026, by_____, the _____ _____ of **Knutson Construction Services Rochester, Inc.**, a Minnesota corporation, and known by me to be the person who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed and on behalf of the corporation.

_____
Notary Public

County: _____

My Commission Expires: _____

ACKNOWLEDGEMENT OF CORPORATION AUTHORIZATION SIGNATURE FOR CONTRACTOR

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2026, before me

appeared _____, to me personally known, who being
(Name of Officer)

by me duly sworn, did say that they are the _____ of

_____, _____,
(Name of Corporation) (Address)

_____, _____, a corporation; and that said
(City & State) (Zip Code)

instrument was executed on behalf of said corporation by authority of its Board

of Directors; and that said _____ acknowledged execution
(Name of Officer)

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

_____
Notary Public

County: _____

My Commission Expires: _____

DESIGN ENGINEER:

WSB LLC, a Minnesota limited liability company

By _____

Its _____

STATE OF MINNESOTA)
) SS
COUNTY OF_____)

The foregoing instrument was acknowledged before me this_____day of _____, 2026, by_____, the _____ of **WSB LLC,** a Minnesota limited liability company, and who is personally known by me to be the person who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed and on behalf of the company.

_____
Notary Public

County: _____

My Commission Expires: _____

ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY AUTHORIZATION SIGNATURE FOR DESIGN ENGINEER

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2026, before me

appeared _____, to me personally known, who being by me duly
(Name of Officer)

sworn, did say that they are the _____, of
(Title)

_____, _____
(Name of Company), (Address)

_____, _____, a limited liability company, who has
(City & State) (Zip Code)

indicated the they are authorized under the articles of organization or operating agreement to execute the attached instrument for and on behalf of the limited liability company, and that they are hereby executes said instrument for and on behalf of the limited liability company.

_____
Notary Public

County: _____

My Commission Expires: _____

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

EXHIBIT A
Reference drawing of Construction Plan for J5669

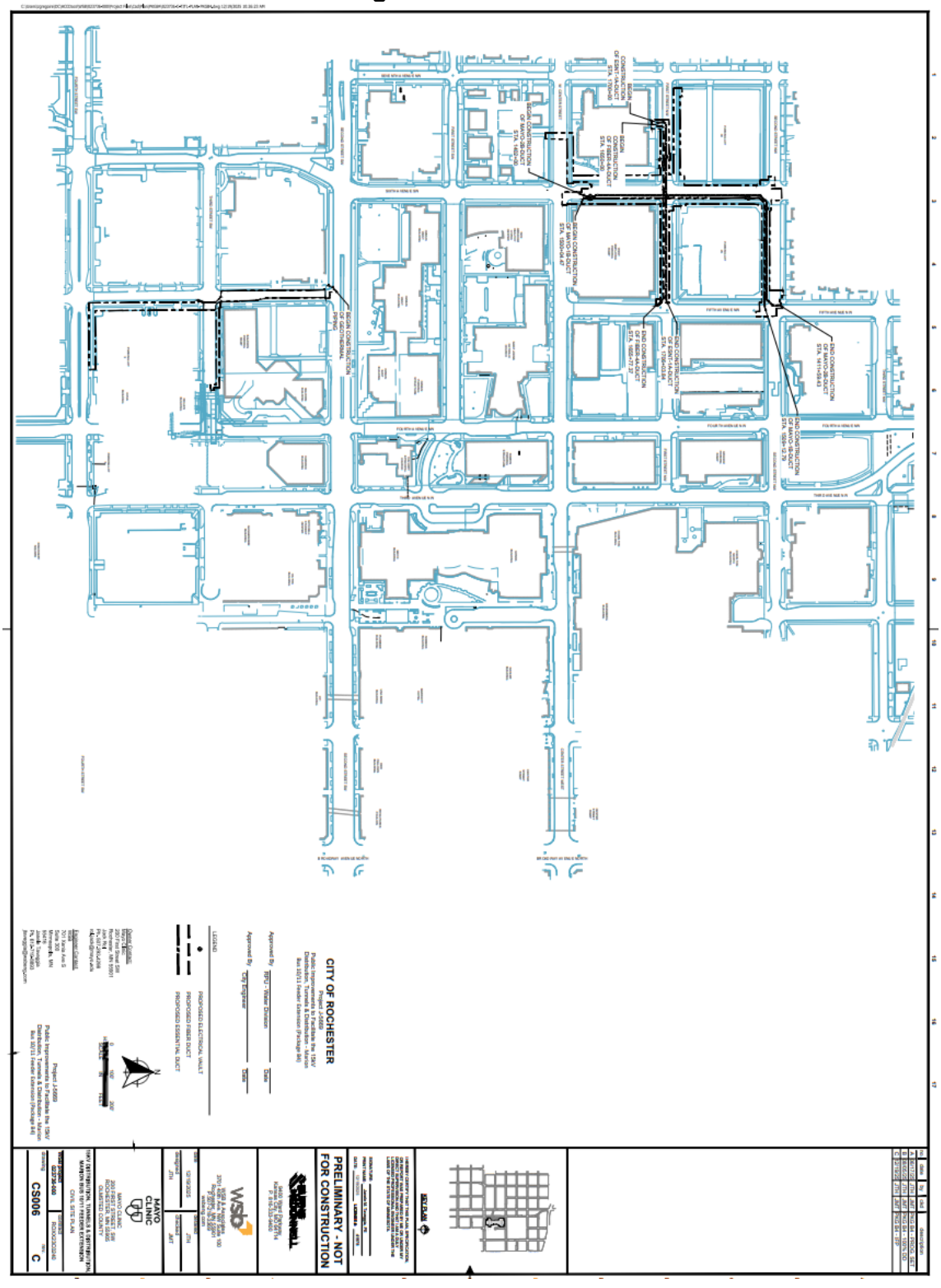


EXHIBIT B
Contractor's Estimated Schedule for J5669 – Package B4, Page 1 of 6

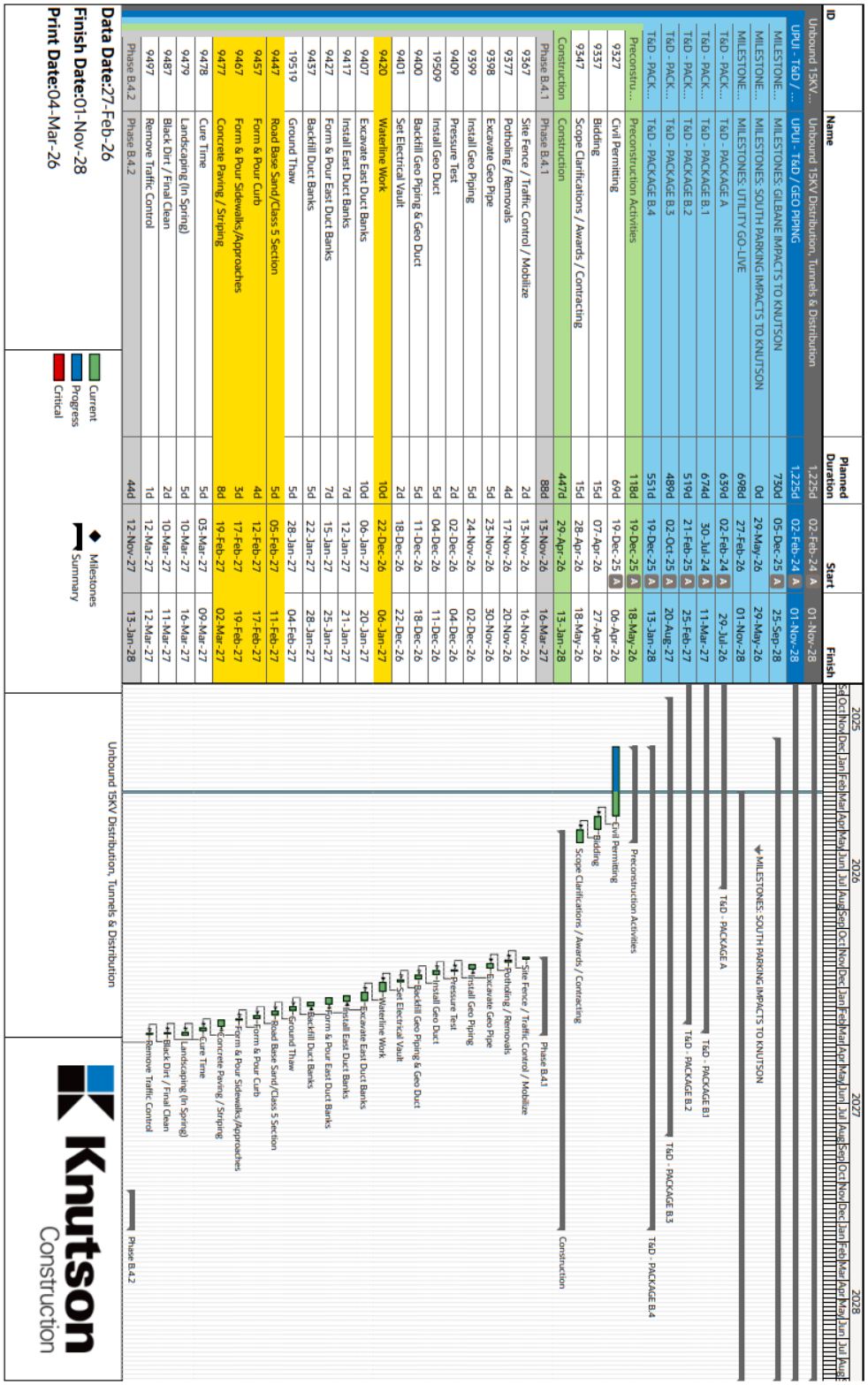


EXHIBIT B
Contractor's Estimated Schedule for J5669 – Package B4,
Page 2 of 6

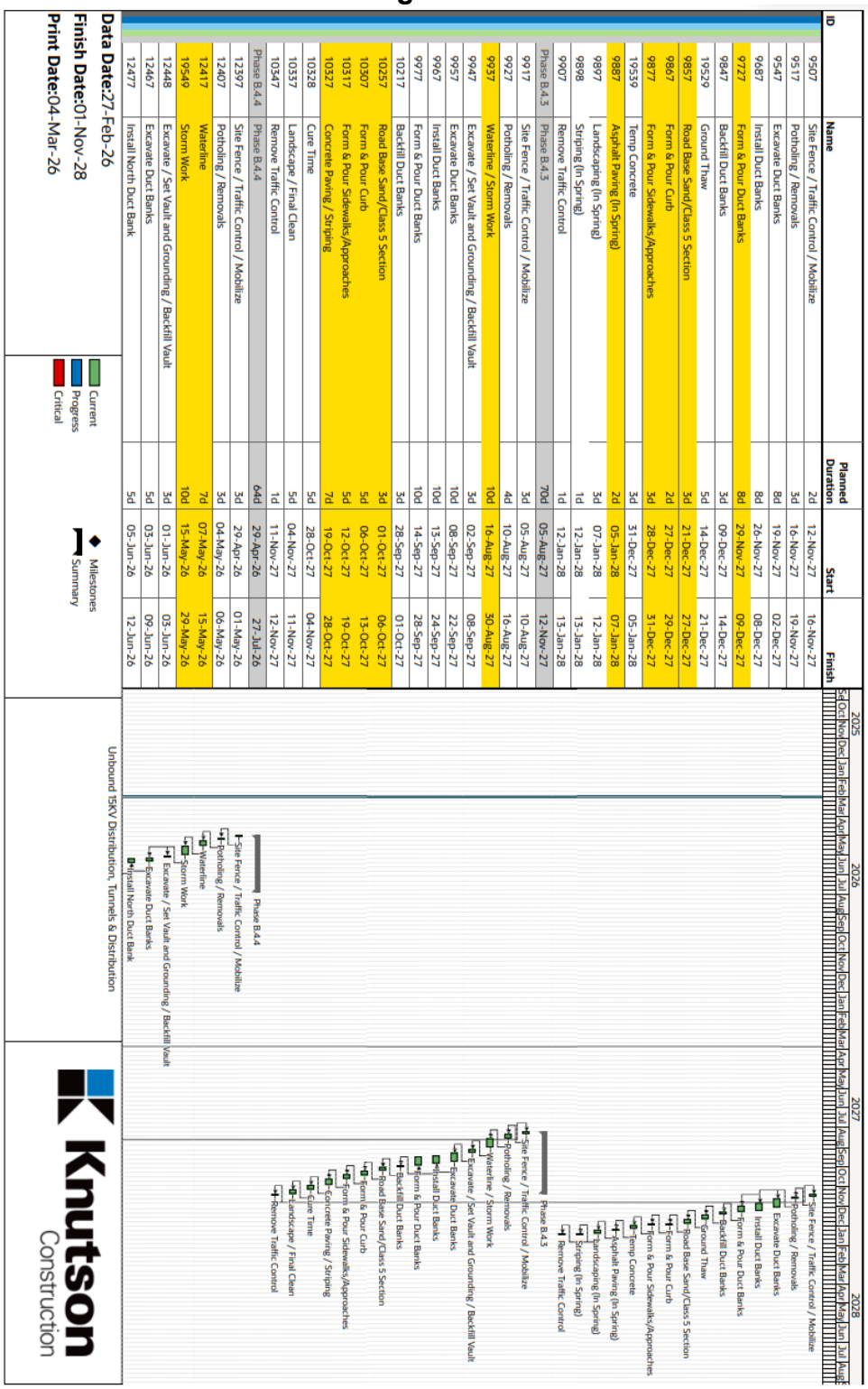


EXHIBIT B
Contractor's Estimated Schedule for J5669 – Package B4, Page 3 of 6

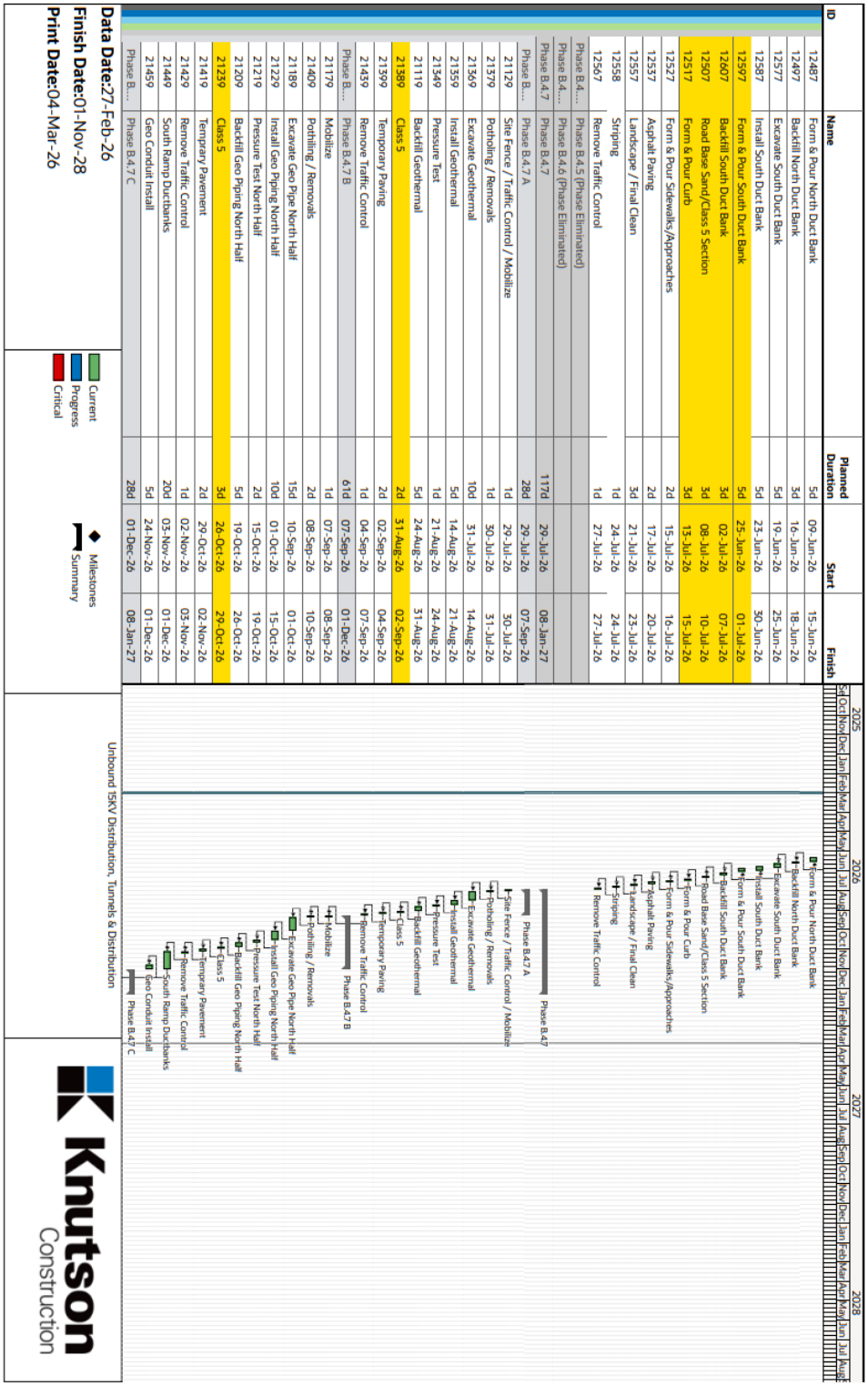


EXHIBIT B
Contractor's Estimated Schedule for J5669 – Package B4,
Page 4 of 6

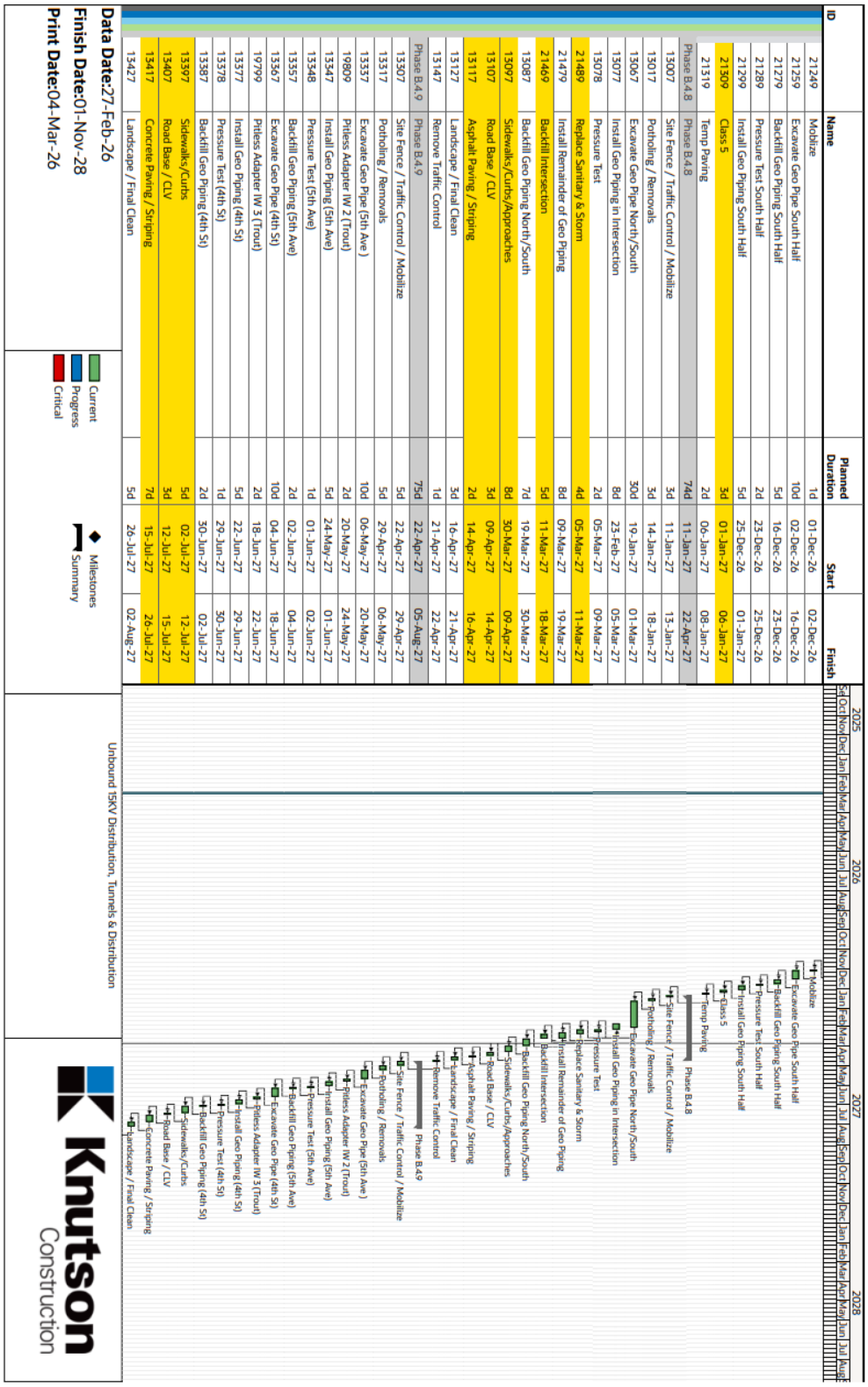
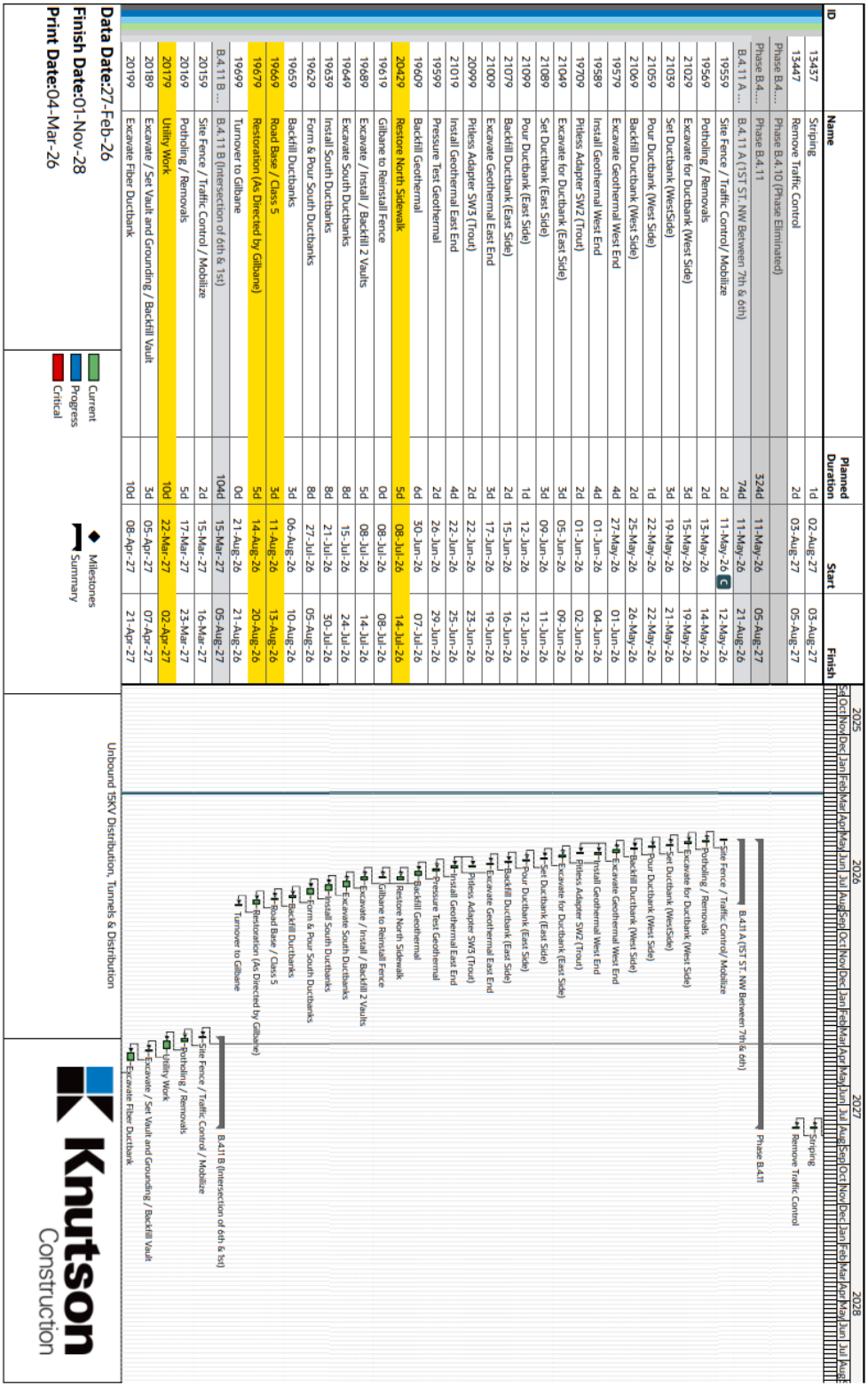


EXHIBIT B
Contractor's Estimated Schedule for J5669 – Package B4,
Page 5 of 6



ID	Name	Planned Duration	Start	Finish
13437	Striping	1d	02-Aug-27	03-Aug-27
13447	Remove Traffic Control	2d	03-Aug-27	05-Aug-27
Phase B4....	Phase B4.10 (Phase Eliminated)			
Phase B4....	Phase B4.11	324d	11-May-26	05-Aug-27
B4.11 A	B4.11 A (1ST ST. NW Between 7th & 6th)	74d	11-May-26	21-Aug-26
19559	Site Fence / Traffic Control/ Mobilize	2d	11-May-26 C	12-May-26
19569	Potholing / Removals	2d	13-May-26	14-May-26
21029	Excavate for Ductbank (West Side)	3d	15-May-26	19-May-26
21039	Set Ductbank (WestSide)	3d	19-May-26	21-May-26
21059	Pour Ductbank (West Side)	1d	22-May-26	22-May-26
21069	Backfill Ductbank (West Side)	2d	25-May-26	26-May-26
19579	Excavate Geothermal West End	4d	27-May-26	01-Jun-26
19589	Install Geothermal West End	4d	01-Jun-26	04-Jun-26
19709	Pitless Adapter SW2 (Trout)	2d	01-Jun-26	02-Jun-26
21049	Excavate for Ductbank (East Side)	3d	05-Jun-26	09-Jun-26
21089	Set Ductbank (East Side)	3d	09-Jun-26	11-Jun-26
21099	Pour Ductbank (East Side)	1d	12-Jun-26	12-Jun-26
21079	Backfill Ductbank (East Side)	2d	15-Jun-26	16-Jun-26
21009	Excavate Geothermal East End	3d	17-Jun-26	19-Jun-26
20999	Pitless Adapter SW3 (Trout)	2d	22-Jun-26	23-Jun-26
21019	Install Geothermal East End	4d	22-Jun-26	25-Jun-26
19599	Pressure Test Geothermal	2d	26-Jun-26	29-Jun-26
19609	Backfill Geothermal	6d	30-Jun-26	07-Jul-26
20429	Restore North Sidewalk	5d	08-Jul-26	14-Jul-26
19619	Gilbane to Reinstall Fence	0d	08-Jul-26	08-Jul-26
19689	Excavate / Install / Backfill 2 Vaults	5d	08-Jul-26	14-Jul-26
19649	Excavate South Ductbanks	8d	15-Jul-26	24-Jul-26
19639	Install South Ductbanks	8d	21-Jul-26	30-Jul-26
19629	Form & Pour South Ductbanks	8d	27-Jul-26	05-Aug-26
19659	Backfill Ductbanks	3d	06-Aug-26	10-Aug-26
19669	Road Base / Class 5	3d	11-Aug-26	13-Aug-26
19679	Restoration (As Directed by Gilbane)	5d	14-Aug-26	20-Aug-26
19699	Turnover to Gilbane	0d	21-Aug-26	21-Aug-26
B.4.11 B	B.4.11 B (Intersection of 6th & 1st)	104d	15-Mar-27	05-Aug-27
20159	Site Fence / Traffic Control / Mobilize	2d	15-Mar-27	16-Mar-27
20169	Potholing / Removals	5d	17-Mar-27	23-Mar-27
20179	Utility Work	10d	22-Mar-27	02-Apr-27
20189	Excavate / Set Vault and Grounding / Backfill Vault	3d	05-Apr-27	07-Apr-27
20199	Excavate Fiber Ductbank	10d	08-Apr-27	21-Apr-27

EXHIBIT B
Contractor's Estimated Schedule for J5669 – Package B4,
Page 6 of 6

ID	Name	Planned Duration	Start	Finish
20209	Install Fiber Ductbanks	10d	13-Apr-27	26-Apr-27
20219	Backfill Fiber Ductbanks	2d	27-Apr-27	28-Apr-27
20229	Excavate North/South Duct Banks	15d	29-Apr-27	19-May-27
20239	Install North/South Duct Banks	15d	03-May-27	21-May-27
20249	Form & Pour North/South Duct Banks	10d	12-May-27	26-May-27
20259	Backfill North/South Duct Banks	5d	26-May-27	03-Jun-27
20269	Excavate Essential Duct	5d	03-Jun-27	10-Jun-27
20279	Install Essential Duct	5d	04-Jun-27	11-Jun-27
20289	Form & Pour Essential Duct	5d	07-Jun-27	14-Jun-27
20299	Backfill Essential Duct	3d	14-Jun-27	17-Jun-27
20309	Road Base Sand/Class 5 Section	5d	17-Jun-27	24-Jun-27
20319	Form & Pour Curb	5d	24-Jun-27	01-Jul-27
20329	Form & Pour Sidewalks/Approaches	5d	29-Jun-27	07-Jul-27
20339	Concrete Paving / Striping	10d	01-Jul-27	16-Jul-27
20349	Cure Time	5d	16-Jul-27	23-Jul-27
20359	Asphalt Paving	2d	23-Jul-27	27-Jul-27
20369	Landscaping / Final Clean	5d	27-Jul-27	03-Aug-27
20379	Striping	1d	03-Aug-27	04-Aug-27
20389	Remove Traffic Control	1d	04-Aug-27	05-Aug-27
T&D - PACK...	T&D - PACKAGE C	531d	01-Jan-25 A	20-Jul-27
T&D - PACK...	T&D - PACKAGES A/B/C - INTERIOR VAULT GROUNDING / R...	605d	27-Feb-26	22-Jun-28
Mechanical S...	Mechanical Systems - Flush, Clean, Fill, Startup / Commission...	461d	28-Aug-26	02-Jun-28

Data Date:27-Feb-26
Finish Date:01-Nov-28
Print Date:04-Mar-26

Current
Progress
Critical

Milestones
Summary

Unbound TSKV Distribution, Tunnels & Distribution

Knutson Construction

EXHIBIT C
Blank Example of Engineer's Certification of Acceptance

Department of Public Works
City of Rochester, Minnesota
ENGINEER'S CERTIFICATION OF ACCEPTANCE

To: THE COMMON COUNCIL
City of Rochester
c/o City Engineer
201 4th Street SE, Room 135
Rochester, MN 55904

Project Name _____ (J _____)
Description / Location

PART 1 To be submitted by Project Engineer upon completion of Project

The undersigned has supervised and inspected the construction work in the contract dated _____ (Date of Award or Council Action) between the City of Rochester and _____

I hereby certify to the best of my knowledge that the construction has been completed in conformance with the Plans and Specifications and recommend _____ as the date of "Substantial Completion".

Signature: _____ Date: _____
Project Engineer

Firm Name: _____

PART 2 For Action by Department of Public Works

Based on the Project Engineer's recommendation and other project information, I hereby recommend _____ as the "DATE OF ACCEPTANCE – and the BEGINNING of "TWO YEAR MAINTENANCE PERIOD" be APPROVED; and recommend commencement of the Two Year Period of maintenance and repair by the Contractor as provided in the "General Conditions of the Contract" Sections 1008.3 and 1008.4.

_____ _____ _____ _____
Infrastructure Technician Date Water Resources Manager Date

The above report and recommended "DATE OF ACCEPTANCE / BEGIN TWO YEAR MAINTENANCE PERIOD" are hereby APPROVED.

Signature: _____ Date: _____
City Engineer

PART 3 For Action by Public Works After Two Year Maintenance Period

The above referenced project has been reviewed by _____ of the Department of Public Works on (Date) _____

The requirements of the one year maintenance period have been fulfilled and work on the Project has been found to be in substantial conformance with the Plans and Specifications.

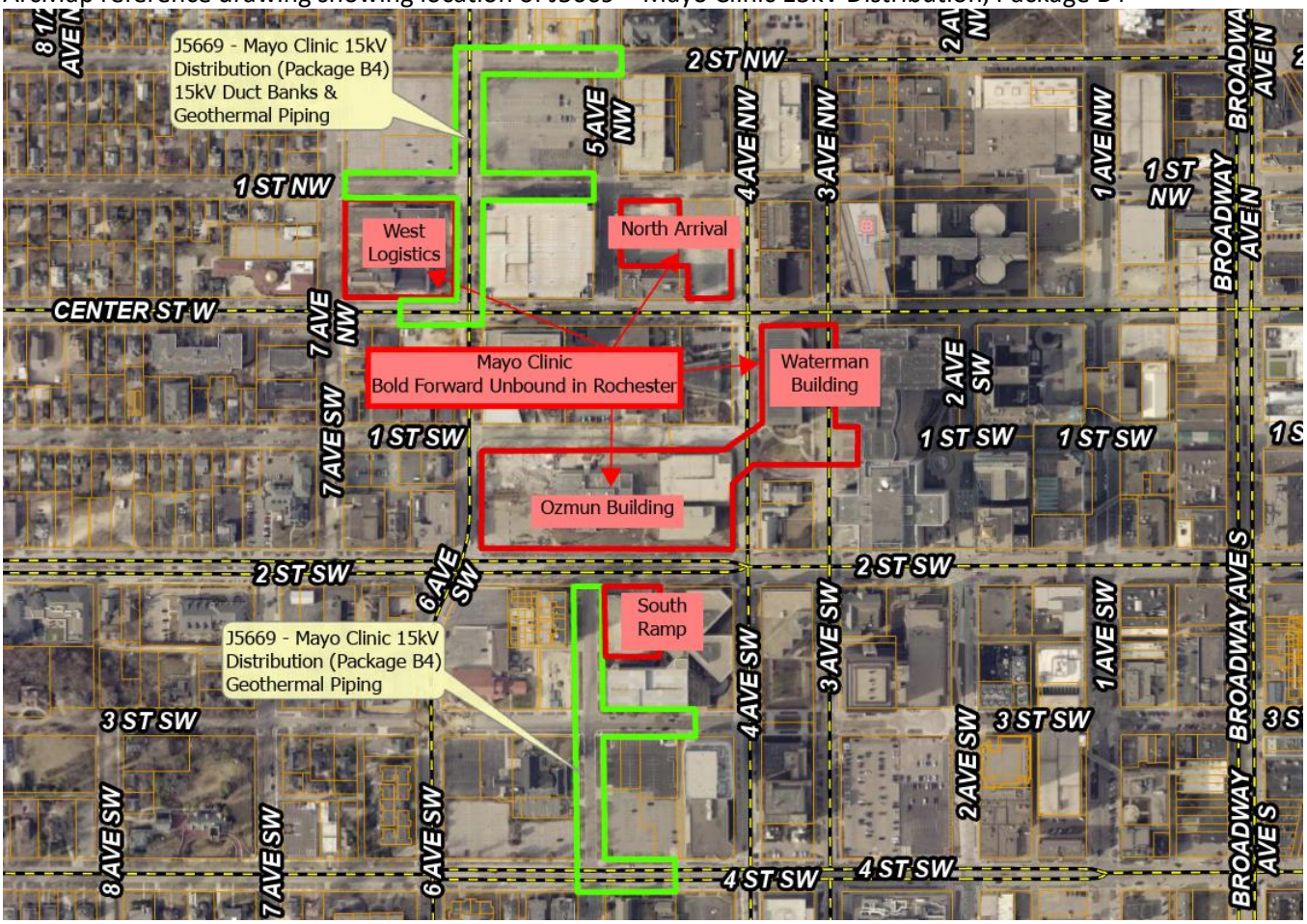
This Project is recommended for FINAL ACCEPTANCE by the City of Rochester.

Signature: _____ Date: _____
Water Resources Manager

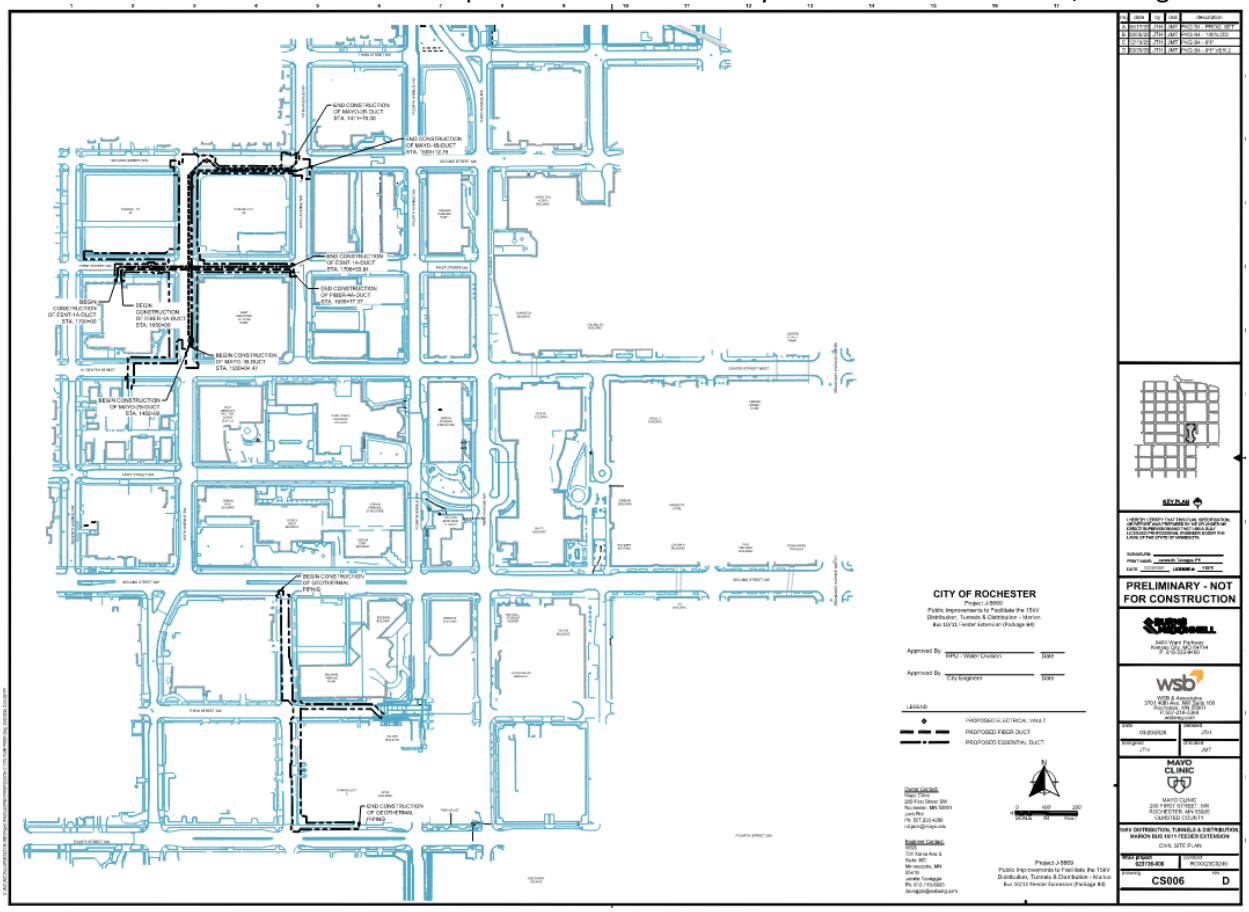
Signature: _____ Date: _____
City Engineer

Copies to: City Clerk (Original)
Contractor
City Engineer, Developer / Owner, City Street Superintendent
Consulting Engineer, FHA – If requested by Owner

ArcMap reference drawing showing location of J5669 – Mayo Clinic 15kV Distribution, Package B4



Plans cover sheet for J5669 – Public Improvements to Serve Mayo Clinic 15kV Distribution, Package B4



ROCHESTER PUBLIC WORKS

City of Rochester
Development Services and Infrastructure Center
4001 West River Parkway NW, STE 100
Rochester, MN 55901-7090

Phone: 507-328-2400
Fax: 507-328-2401

CONTRACT FOR PROFESSIONAL TECHNICAL SERVICES

City Owner Project Title: 15KV UPUI Package B.4
Project Number: J5669
Accounting Information:

This Contract is between the City of Rochester, MN(City) and Janele Taveggia a Minnesota Limited Liability Company ("ENGINEER");

Name: Janele Taveggia
Street: 3701 40th Ave NW, Suite 100
City: Rochester
Email: 3701 40th Ave NW Suite 100 Rochester, MN 55901

WHEREAS, CITY does not have available necessary and / or qualified personnel to conduct the services as described herein; and

WHEREAS, ENGINEER represents that it is qualified (per qualification in City Spec. 1014.3) and agrees to perform all services described in this Contract consistent with City Spec. 1014.3.

NOW, THEREFORE it is agreed that ENGINEER will perform the work under this Contract in a manner consistent with the Special and General Conditions and any other conditions which are attached hereto and incorporated herein.

Effective Date: 4/29/26 Expiration Date: 1/13/30

IN WITNESS WHEREOF, the parties have executed this contract intending to be bound.

(Signature Page Follows)

ENGINEER

By: _____ Date: _____

Title: _____

This instrument was acknowledged before me this _____ day of _____, 20_____

by _____ the _____ of _____

a _____ who is authorized and who signs on behalf of the _____

_____ _____

[Notary Seal] Notary Public

CITY OF ROCHESTER

By: _____ Date: _____

Kim Norton, Mayor

Attest: _____ Date: _____

Ann Kasel, City Clerk

Approved as to Form & Execution:

_____ Date: _____

Michael Spindler-Krage, City Attorney

4001 West River Parkway NW, STE 100, Rochester, MN 55901-7090 Phone: 507-328-2400 Fax: 507-328-2401 www.rochestermn.gov

ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY AUTHORIZATION SIGNATURE

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20_____, before me appeared _____, to me personally known, who being by me
(Name of Officer)

duly sworn, did say that he/she is the _____ of
(Title)

_____, _____,
(Name of Company) (Address)

_____, _____, a limited liability company, who
(City & State) (Zip Code)

has indicated that he/she is authorized under the articles of organization or operating agreement to execute the attached instrument for and on behalf of the limited liability company, and that he/she hereby executes said instrument for and on behalf of the limited liability company.

_____
Notary Public

County: _____

My Commission Expires: _____

4001 West River Parkway NW, STE 100, Rochester, MN 55901-7090 Phone: 507-328-2400 Fax: 507-328-2401 www.rochestermn.gov

SPECIAL CONDITIONS

ARTICLE 1 **TERM OF CONTRACT**

Effective Date:	4/29/26
Expiration Date:	1/13/30

ARTICLE 2 **SCOPE OF WORK**

A. Detailed Scope of Work: Attach Task / Scope List from ENGINEER.
B. Construction Schedule: Attach Construction schedule breakout from CONTRACTOR.
C. General Conditions: Attach General Conditions document.

ARTICLE 3 **CONSIDERATION OF PAYMENT**

Consideration for all services performed by ENGINEER, as defined by this contract, will be paid by CITY on an hourly, fee schedule basis, for the following items:

Activity	Level of Inspection	Time (%)
Site Clearing & Grubbing	Part Time	25%
General Site Grading & Excavation	Part Time	25%
Underground Utility Work and Trench Compaction	Full Time	100%
Street Subgrade Preparation /Compaction	Full Time	100%
Aggregate Base Placement	Part Time	50%
Aggregate Base compaction / proof roll test	Full Time	100%
Curb and Gutter Preparation	Part Time	50%
Curb & Gutter string line check / verification	Full Time	100%
Curb / Gutter pouring	Full Time	100%
Bituminous non-wear	Full Time	100%
Bituminous wear placement	Full Time	100%
Concrete street placement	Full Time	100%
All required stage testing of piping, subgrade,base	Full Time	100%
Site Erosion and Sediment Control (ESC) - Site Management	Part Time	25%
Stormwater Facilities – Public Ponds and Stormwater Conveyances	Full Time	100%
Project Administration – PreCon, Record DWGs, Project Management	As Required	As Required
Warranty Inspections	As Required	As Required
Other Activities as directed by Engineer or City	As Required	As Required

TOTAL CONTRACT AMOUNT: $ 436.305.00

ARTICLE 4 **ENGINEER'S PERSONNEL**

ENGINEER Key Personnel:

Name: Janele Taveggia Title: Senior Project Manager
Address: 3701 40th Ave NW Suite 100 Rc Phone: 612.719.8893
Email: jtaveggia@wsbeng.com Responsibility: Project Engineer

ENGINEER shall notify the CITY if any change in Key Personnel occurs during the contract term.

ARTICLE 5 **CITY'S AUTHORIZED AGENT / PROJECT MANAGER**

CITY'S Authorized Agent, or Project Manager will be:

Name: Mark Baker Title: Land Development Mgr.
Address: 201 4th Street S.E., Rm 108, Rochester, MN55904 Phone: (507)-328-2427
Email: mbaker@rochestermn.gov Responsibility: Project Mngr.

CITY'S Authorized Agent will have authority to accept or reject ENGINEERs services and deliverables. If such services and deliverables are acceptable and satisfactory, the CITY'S Authorized Agent will certify each invoice submitted for payment by the Engineer.

CITY OF ROCHESTER CITY OWNER CONSTRUCTION PROGRAM

PROFESSIONAL FIELD SERVICES FEE ESTIMATE

Project Title COC - UPUI Tunnels & Distribution Package B.4

City Job Number **Date** 12-Mar-26

SCOPE OF WORK

ACTIVITY	LEVEL OF INSPECTION	TIME (%)	WORKING DAYS†	HOURS†	INSPECTION COST†
Site Clearing & Grubbing	Part Time	25%	-	-	$ -
General Site Grading & Excavation	Part Time	25%	20.00	60.0	$ 9,060.00
Underground Utility Work and Trench Compaction	Full Time	100%	120.00	1,200.0	$ 181,200.00
Street Subgrade Preparation/Compaction	Full Time	100%		-	$ -
Aggregate Base Placement	Part Time	50%		-	$ -
Aggregate Base Compaction/Proof Roll Test	Full Time	100%	25.00	250.0	$ 37,750.00
Curb, Gutter, and Flatwork Preparation	Part Time	50%	20.00	200.0	$ 30,200.00
Curb & Gutter String Line Check and Flatwork/Verification	Full Time	100%	20.00	160.0	$ 24,160.00
Curb,Gutter, and Flatwork Pouring	Full Time	100%	20.00	160.0	$ 24,160.00
Bituminous Non-Wear	Full Time	100%	4.00	40.0	$ 6,040.00
Bituminous Wear Placement	Full Time	100%	4.00	40.0	$ 6,040.00
Concrete Street Placement	Full Time	100%	15.00	150.0	$ 22,650.00
All Required Testing of Piping, Subgrade, Base and Paving	Full Time	100%	15.00	150.0	$ 22,650.00
Other Activities as Directed by Engineer or City	As Required	As Required			$ 5,000.00
Preconstruction Meeting				3.0	$ 645.00
Weekly Onsite Meeting				-	$ -
As-built Record Drawings				9.0	$ 1,935.00
Closure Documents				2.0	$ 430.00
Warranty				8.0	$ 1,720.00
Project Management				8.0	$ 1,720.00

Estimated Contractor Work Day Duration (Hours)	10
Estimated Contractor Work Days	263.00

FEE ESTIMATE

PROJECT PERSONNEL	RATE	HOURS	TOTAL
Lead Observer	$ 151.00	2,410.0	$ 363,910.00
Project Manager	$ 215.00	30.0	$ 6,450.00
Engineer of Record	$ 275.00	2.0	$ 550.00
Total		**2,442.0**	**$ 370,910.00**
Other Activities as Directed by Engineer or City			
Construction Materials Testing (See Attached)			**$ 65,395.00**
TOTAL ESTIMATED FEE			**$ 436,305.00**

† Values are estimated based on contractor's estimated schedule of 447 work days at 10 hours per day. Additional construction over 447 work days will incure additional fees.

Construction Materials Testing Estimate of Costs

City of Rochester

COC - UPUI Tunnels & Distribution Package B.4

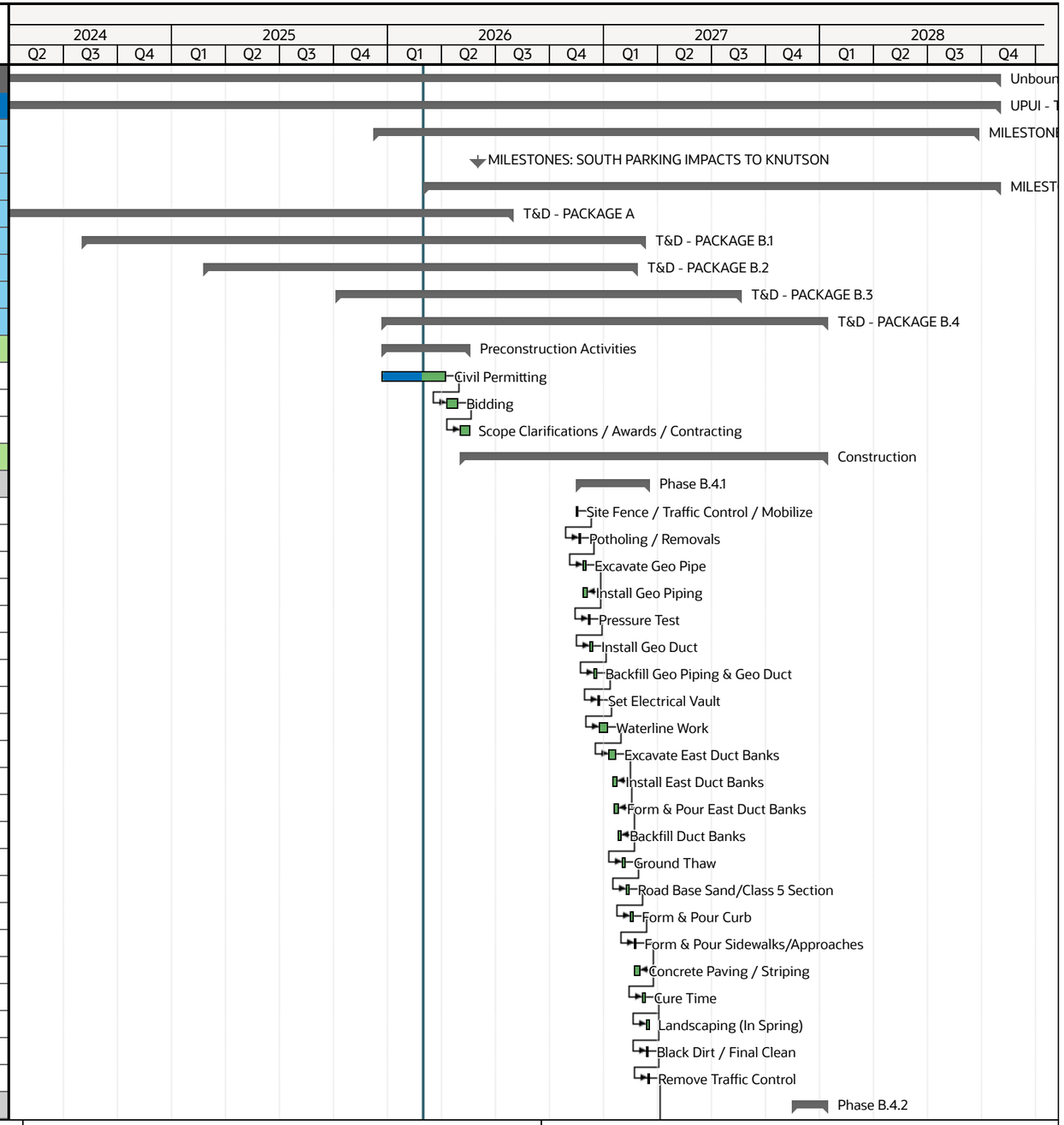
Rochester, MN

March 11, 2026

CMT Unit	Service Description	Estimated Units	Hourly or Unit Cost	Total Unit Cost
Aggregate and Soils				
	Field Testing			
CMT02	Compaction Testing of Fill and Backfill *60 trips at 1.00 hours each*	60.00 hours	$ 115.00	$ 6,900.00
3510	Nuclear Density Testing *250 tests*	250 tests	$ 40.00	$ 10,000.00
	Laboratory Testing			
3025	Sieve Analysis through no. 200 Sieve *4 tests on aggregate base* *2 tests trench backfill* *1 tests on fine aggregate bedding*	7 tests	$ 165.00	$ 1,155.00
3260	Standard Proctor *3 tests on aggregate base* *2 tests on subgrade* *3 tests on trench backfill*	8 tests	$ 250.00	$ 2,000.00
3060	Abrasion - Los Angeles Rattler	1 tests	$ 155.00	$ 155.00
3110	Insoluble Residue	1 tests	$ 295.00	$ 295.00
			Subtotal	$ 21,045.00
Concrete				
	Field Testing			
CMT02	Testing of Concrete Curb/Gutter *20 pours at 2.50 hours each* Flatwork *20 pours at 2.50 hours each* C. Paving *32 pours at 2.50 hours each* Misc. *5 pours at 2.50 hours each*	192.50 hours	$ 110.00	$ 21,175.00
	Laboratory Testing			
2040	Concrete Curing and Compressive Strength Testing *77 sets at 5 cylinders each*	385 cylinders	$ 40.00	$ 15,400.00
2040	Compressive Strength Testing Field Cures *40 pours with 2 cylinders each*	80 tests	$ 40.00	$ 3,200.00
			Subtotal	$ 39,775.00
Project Supervision, Review and Management				
CMT80	Project Engineer/Manager	5.00 hours	$ 275.00	$ 1,375.00
CMT70	Project Assistant	14.00 hours	$ 215.00	$ 3,010.00
CMT90	Project Administrator	2.00 hours	$ 95.00	$ 190.00
			Subtotal	$ 4,575.00

Inspection and Testing Project Summary	
Aggregate and Soils	$ 21,045.00
Concrete	$ 39,775.00
Project Supervision, Review and Management	$ 4,575.00
Estimated Total	**$ 65,395.00**

ID	Name	Planned Duration	Start	Finish
Unbound 15KV...	Unbound 15KV Distribution, Tunnels & Distribution	1,225d	02-Feb-24 A	01-Nov-28
UPUI - T&D / ...	UPUI - T&D / GEO PIPING	1,225d	02-Feb-24 A	01-Nov-28
MILESTONE...	MILESTONES: GILBANE IMPACTS TO KNUTSON	730d	05-Dec-25 A	25-Sep-28
MILESTONE...	MILESTONES: SOUTH PARKING IMPACTS TO KNUTSON	0d	29-May-26	29-May-26
MILESTONE...	MILESTONES: UTILITY GO-LIVE	698d	27-Feb-26	01-Nov-28
T&D - PACK...	T&D - PACKAGE A	639d	02-Feb-24 A	29-Jul-26
T&D - PACK...	T&D - PACKAGE B.1	674d	30-Jul-24 A	11-Mar-27
T&D - PACK...	T&D - PACKAGE B.2	519d	21-Feb-25 A	25-Feb-27
T&D - PACK...	T&D - PACKAGE B.3	489d	02-Oct-25 A	20-Aug-27
T&D - PACK...	T&D - PACKAGE B.4	551d	19-Dec-25 A	13-Jan-28
Preconstru...	Preconstruction Activities	118d	19-Dec-25 A	18-May-26
9327	Civil Permitting	69d	19-Dec-25 A	06-Apr-26
9337	Bidding	15d	07-Apr-26	27-Apr-26
9347	Scope Clarifications / Awards / Contracting	15d	28-Apr-26	18-May-26
Construction	Construction	447d	29-Apr-26	13-Jan-28
Phase B.4.1	Phase B.4.1	88d	13-Nov-26	16-Mar-27
9367	Site Fence / Traffic Control / Mobilize	2d	13-Nov-26	16-Nov-26
9377	Potholing / Removals	4d	17-Nov-26	20-Nov-26
9398	Excavate Geo Pipe	5d	23-Nov-26	30-Nov-26
9399	Install Geo Piping	5d	24-Nov-26	02-Dec-26
9409	Pressure Test	2d	02-Dec-26	04-Dec-26
19509	Install Geo Duct	5d	04-Dec-26	11-Dec-26
9400	Backfill Geo Piping & Geo Duct	5d	11-Dec-26	18-Dec-26
9401	Set Electrical Vault	2d	18-Dec-26	22-Dec-26
9420	Waterline Work	10d	22-Dec-26	06-Jan-27
9407	Excavate East Duct Banks	10d	06-Jan-27	20-Jan-27
9417	Install East Duct Banks	7d	12-Jan-27	21-Jan-27
9427	Form & Pour East Duct Banks	7d	15-Jan-27	25-Jan-27
9437	Backfill Duct Banks	5d	22-Jan-27	28-Jan-27
19519	Ground Thaw	5d	28-Jan-27	04-Feb-27
9447	Road Base Sand/Class 5 Section	5d	05-Feb-27	11-Feb-27
9457	Form & Pour Curb	4d	12-Feb-27	17-Feb-27
9467	Form & Pour Sidewalks/Approaches	3d	17-Feb-27	19-Feb-27
9477	Concrete Paving / Striping	8d	19-Feb-27	02-Mar-27
9478	Cure Time	5d	03-Mar-27	09-Mar-27
9479	Landscaping (In Spring)	5d	10-Mar-27	16-Mar-27
9487	Black Dirt / Final Clean	2d	10-Mar-27	11-Mar-27
9497	Remove Traffic Control	1d	12-Mar-27	12-Mar-27
Phase B.4.2	Phase B.4.2	44d	12-Nov-27	13-Jan-28



Data Date:27-Feb-26

Finish Date:01-Nov-28

Print Date:03-Mar-26

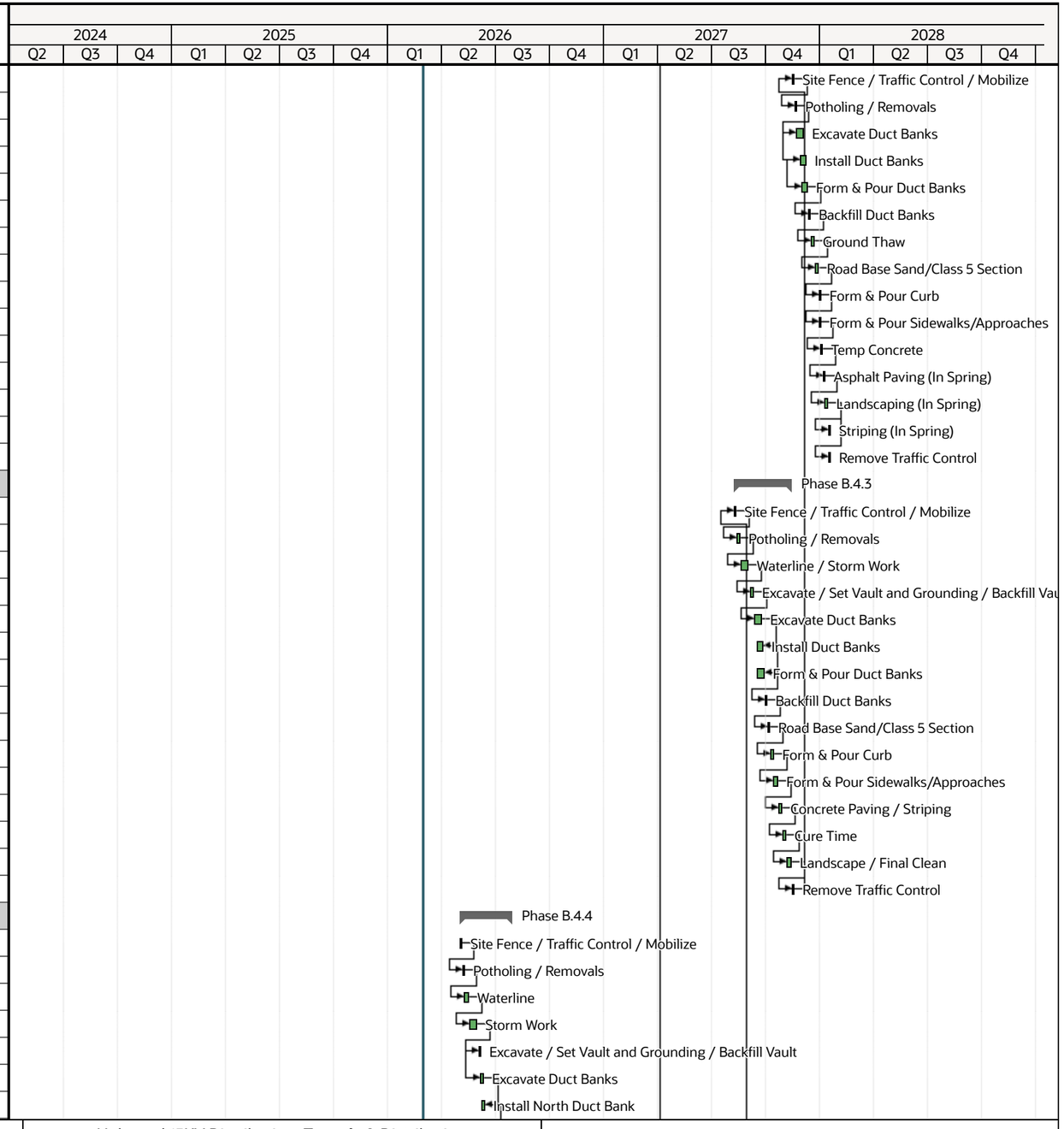
Current
Progress
Critical

Milestones
Summary

Unbound 15KV Distribution, Tunnels & Distribution

Knutson Construction

ID	Name	Planned Duration	Start	Finish
9507	Site Fence / Traffic Control / Mobilize	2d	12-Nov-27	16-Nov-27
9517	Potholing / Removals	3d	16-Nov-27	19-Nov-27
9547	Excavate Duct Banks	8d	19-Nov-27	02-Dec-27
9687	Install Duct Banks	8d	26-Nov-27	08-Dec-27
9727	Form & Pour Duct Banks	8d	29-Nov-27	09-Dec-27
9847	Backfill Duct Banks	3d	09-Dec-27	14-Dec-27
19529	Ground Thaw	5d	14-Dec-27	21-Dec-27
9857	Road Base Sand/Class 5 Section	3d	21-Dec-27	27-Dec-27
9867	Form & Pour Curb	2d	27-Dec-27	29-Dec-27
9877	Form & Pour Sidewalks/Approaches	3d	28-Dec-27	31-Dec-27
19539	Temp Concrete	3d	31-Dec-27	05-Jan-28
9887	Asphalt Paving (In Spring)	2d	05-Jan-28	07-Jan-28
9897	Landscaping (In Spring)	3d	07-Jan-28	12-Jan-28
9898	Striping (In Spring)	1d	12-Jan-28	13-Jan-28
9907	Remove Traffic Control	1d	12-Jan-28	13-Jan-28
Phase B.4.3	Phase B.4.3	70d	05-Aug-27	12-Nov-27
9917	Site Fence / Traffic Control / Mobilize	3d	05-Aug-27	10-Aug-27
9927	Potholing / Removals	4d	10-Aug-27	16-Aug-27
9937	Waterline / Storm Work	10d	16-Aug-27	30-Aug-27
9947	Excavate / Set Vault and Grounding / Backfill Vault	3d	02-Sep-27	08-Sep-27
9957	Excavate Duct Banks	10d	08-Sep-27	22-Sep-27
9967	Install Duct Banks	10d	13-Sep-27	24-Sep-27
9977	Form & Pour Duct Banks	10d	14-Sep-27	28-Sep-27
10217	Backfill Duct Banks	3d	28-Sep-27	01-Oct-27
10257	Road Base Sand/Class 5 Section	3d	01-Oct-27	06-Oct-27
10307	Form & Pour Curb	5d	06-Oct-27	13-Oct-27
10317	Form & Pour Sidewalks/Approaches	5d	12-Oct-27	19-Oct-27
10327	Concrete Paving / Striping	7d	19-Oct-27	28-Oct-27
10328	Cure Time	5d	28-Oct-27	04-Nov-27
10337	Landscape / Final Clean	5d	04-Nov-27	11-Nov-27
10347	Remove Traffic Control	1d	11-Nov-27	12-Nov-27
Phase B.4.4	Phase B.4.4	64d	29-Apr-26	27-Jul-26
12397	Site Fence / Traffic Control / Mobilize	3d	29-Apr-26	01-May-26
12407	Potholing / Removals	3d	04-May-26	06-May-26
12417	Waterline	7d	07-May-26	15-May-26
19549	Storm Work	10d	15-May-26	29-May-26
12448	Excavate / Set Vault and Grounding / Backfill Vault	3d	01-Jun-26	03-Jun-26
12467	Excavate Duct Banks	5d	03-Jun-26	09-Jun-26
12477	Install North Duct Bank	5d	05-Jun-26	12-Jun-26



Data Date:27-Feb-26

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Print Date:03-Mar-26

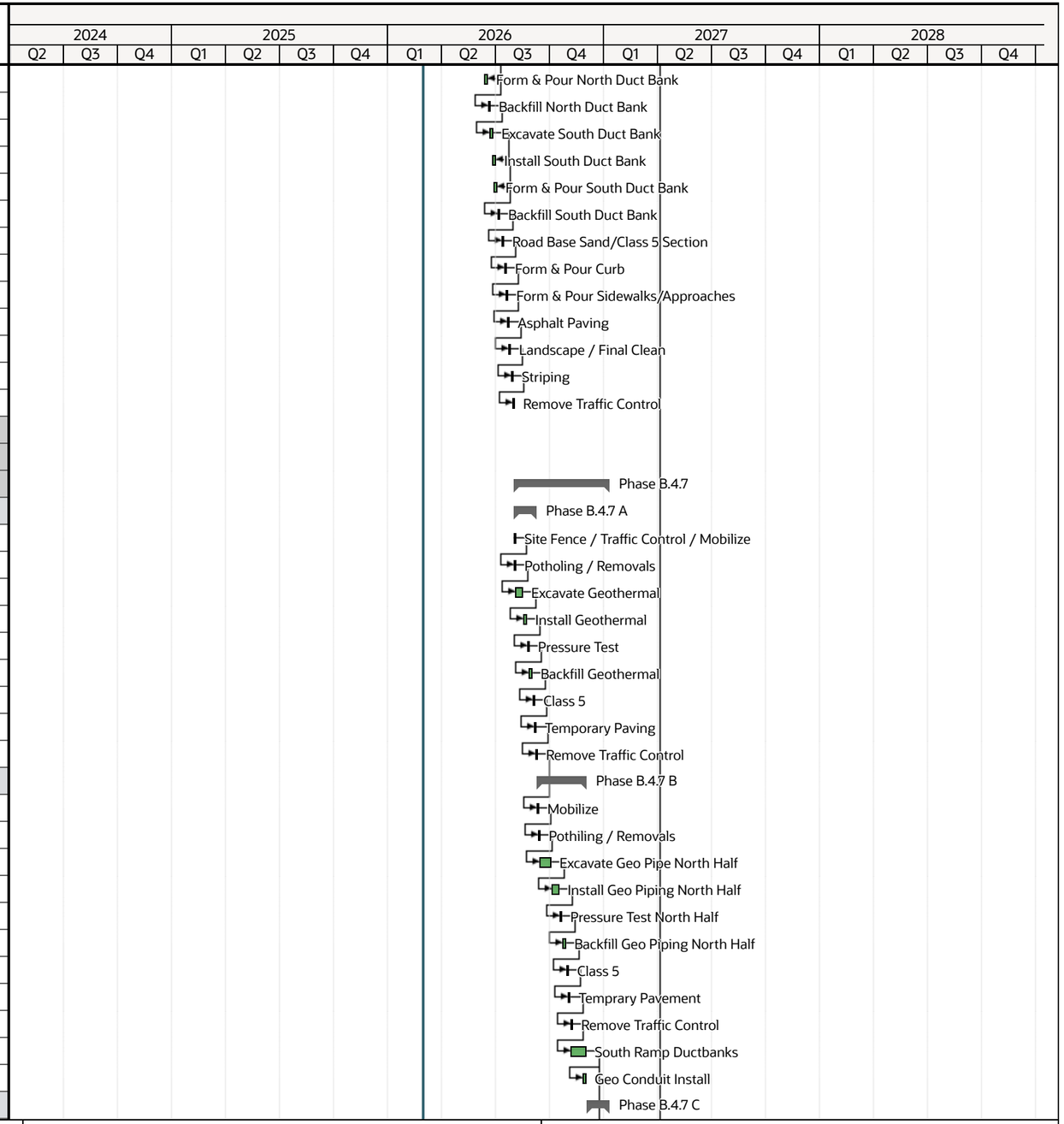
Current
Progress
Critical

Milestones
Summary

Unbound 15KV Distribution, Tunnels & Distribution

Knutson Construction

ID	Name	Planned Duration	Start	Finish
12487	Form & Pour North Duct Bank	5d	09-Jun-26	15-Jun-26
12497	Backfill North Duct Bank	3d	16-Jun-26	18-Jun-26
12577	Excavate South Duct Bank	5d	19-Jun-26	25-Jun-26
12587	Install South Duct Bank	5d	23-Jun-26	30-Jun-26
12597	Form & Pour South Duct Bank	5d	25-Jun-26	01-Jul-26
12607	Backfill South Duct Bank	3d	02-Jul-26	07-Jul-26
12507	Road Base Sand/Class 5 Section	3d	08-Jul-26	10-Jul-26
12517	Form & Pour Curb	3d	13-Jul-26	15-Jul-26
12527	Form & Pour Sidewalks/Approaches	2d	15-Jul-26	16-Jul-26
12537	Asphalt Paving	2d	17-Jul-26	20-Jul-26
12557	Landscape / Final Clean	3d	21-Jul-26	23-Jul-26
12558	Striping	1d	24-Jul-26	24-Jul-26
12567	Remove Traffic Control	1d	27-Jul-26	27-Jul-26
Phase B.4....	Phase B.4.5 (Phase Eliminated)			
Phase B.4....	Phase B.4.6 (Phase Eliminated)			
Phase B.4.7	Phase B.4.7	117d	29-Jul-26	08-Jan-27
Phase B....	Phase B.4.7 A	28d	29-Jul-26	07-Sep-26
21129	Site Fence / Traffic Control / Mobilize	1d	29-Jul-26	30-Jul-26
21379	Potholing / Removals	1d	30-Jul-26	31-Jul-26
21369	Excavate Geothermal	10d	31-Jul-26	14-Aug-26
21359	Install Geothermal	5d	14-Aug-26	21-Aug-26
21349	Pressure Test	1d	21-Aug-26	24-Aug-26
21119	Backfill Geothermal	5d	24-Aug-26	31-Aug-26
21389	Class 5	2d	31-Aug-26	02-Sep-26
21399	Temporary Paving	2d	02-Sep-26	04-Sep-26
21439	Remove Traffic Control	1d	04-Sep-26	07-Sep-26
Phase B....	Phase B.4.7 B	61d	07-Sep-26	01-Dec-26
21179	Mobilize	1d	07-Sep-26	08-Sep-26
21409	Pothiling / Removals	2d	08-Sep-26	10-Sep-26
21189	Excavate Geo Pipe North Half	15d	10-Sep-26	01-Oct-26
21229	Install Geo Piping North Half	10d	01-Oct-26	15-Oct-26
21219	Pressure Test North Half	2d	15-Oct-26	19-Oct-26
21209	Backfill Geo Piping North Half	5d	19-Oct-26	26-Oct-26
21239	Class 5	3d	26-Oct-26	29-Oct-26
21419	Temprary Pavement	2d	29-Oct-26	02-Nov-26
21429	Remove Traffic Control	1d	02-Nov-26	03-Nov-26
21449	South Ramp Ductbanks	20d	03-Nov-26	01-Dec-26
21459	Geo Conduit Install	5d	24-Nov-26	01-Dec-26
Phase B....	Phase B.4.7 C	28d	01-Dec-26	08-Jan-27



Data Date:27-Feb-26

Finish Date:01-Nov-28

Print Date:03-Mar-26

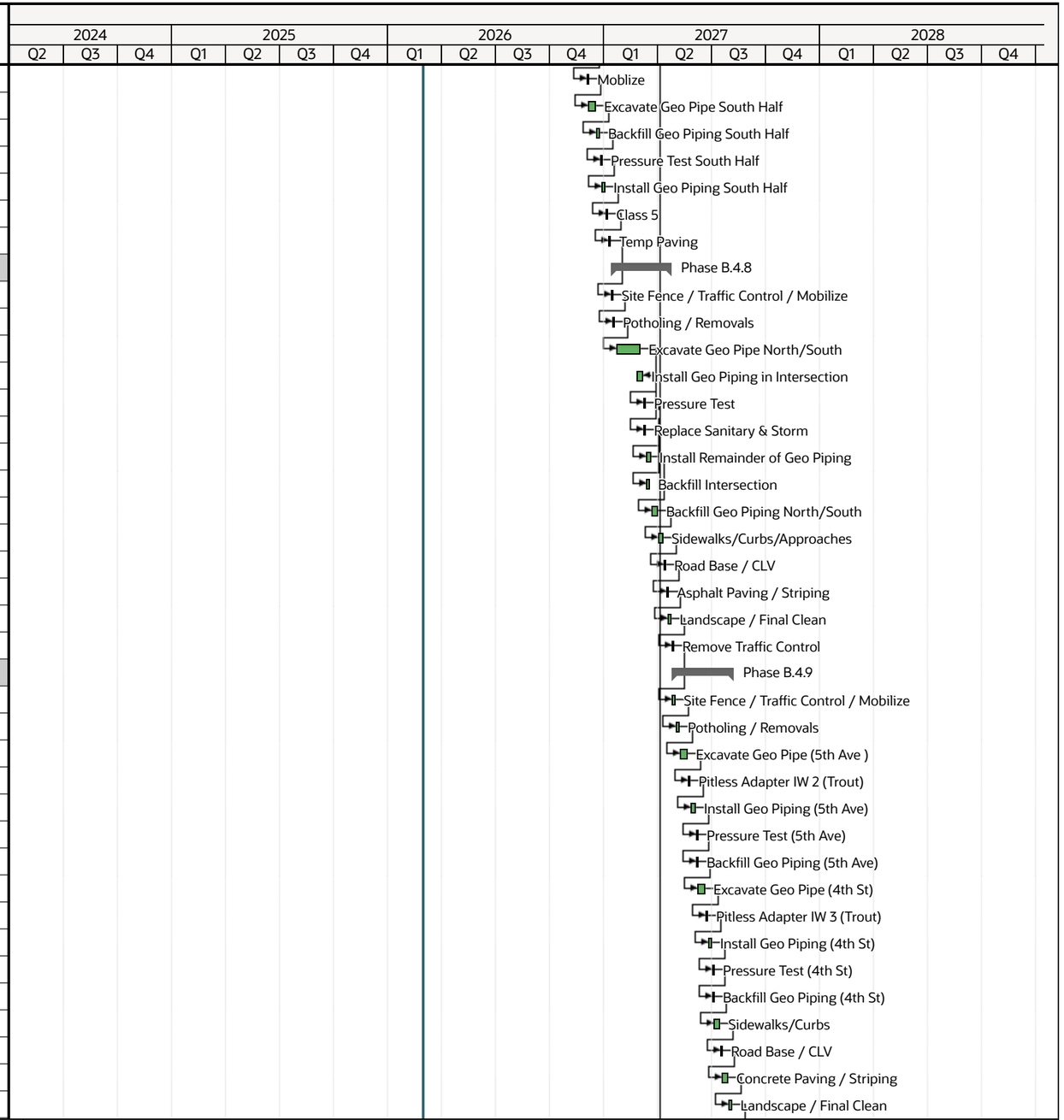
Current
Progress
Critical

Milestones
Summary

Unbound 15KV Distribution, Tunnels & Distribution

Knutson Construction

ID	Name	Planned Duration	Start	Finish
21249	Moblize	1d	01-Dec-26	02-Dec-26
21259	Excavate Geo Pipe South Half	10d	02-Dec-26	16-Dec-26
21279	Backfill Geo Piping South Half	5d	16-Dec-26	23-Dec-26
21289	Pressure Test South Half	2d	23-Dec-26	25-Dec-26
21299	Install Geo Piping South Half	5d	25-Dec-26	01-Jan-27
21309	Class 5	3d	01-Jan-27	06-Jan-27
21319	Temp Paving	2d	06-Jan-27	08-Jan-27
Phase B.4.8	Phase B.4.8	74d	11-Jan-27	22-Apr-27
13007	Site Fence / Traffic Control / Mobilize	3d	11-Jan-27	13-Jan-27
13017	Potholing / Removals	3d	14-Jan-27	18-Jan-27
13067	Excavate Geo Pipe North/South	30d	19-Jan-27	01-Mar-27
13077	Install Geo Piping in Intersection	8d	23-Feb-27	05-Mar-27
13078	Pressure Test	2d	05-Mar-27	09-Mar-27
21489	Replace Sanitary & Storm	4d	05-Mar-27	11-Mar-27
21479	Install Remainder of Geo Piping	8d	09-Mar-27	19-Mar-27
21469	Backfill Intersection	5d	11-Mar-27	18-Mar-27
13087	Backfill Geo Piping North/South	7d	19-Mar-27	30-Mar-27
13097	Sidewalks/Curbs/Approaches	8d	30-Mar-27	09-Apr-27
13107	Road Base / CLV	3d	09-Apr-27	14-Apr-27
13117	Asphalt Paving / Striping	2d	14-Apr-27	16-Apr-27
13127	Landscape / Final Clean	3d	16-Apr-27	21-Apr-27
13147	Remove Traffic Control	1d	21-Apr-27	22-Apr-27
Phase B.4.9	Phase B.4.9	75d	22-Apr-27	05-Aug-27
13307	Site Fence / Traffic Control / Mobilize	5d	22-Apr-27	29-Apr-27
13317	Potholing / Removals	5d	29-Apr-27	06-May-27
13337	Excavate Geo Pipe (5th Ave)	10d	06-May-27	20-May-27
19809	Pitless Adapter IW 2 (Trout)	2d	20-May-27	24-May-27
13347	Install Geo Piping (5th Ave)	5d	24-May-27	01-Jun-27
13348	Pressure Test (5th Ave)	1d	01-Jun-27	02-Jun-27
13357	Backfill Geo Piping (5th Ave)	2d	02-Jun-27	04-Jun-27
13367	Excavate Geo Pipe (4th St)	10d	04-Jun-27	18-Jun-27
19799	Pitless Adapter IW 3 (Trout)	2d	18-Jun-27	22-Jun-27
13377	Install Geo Piping (4th St)	5d	22-Jun-27	29-Jun-27
13378	Pressure Test (4th St)	1d	29-Jun-27	30-Jun-27
13387	Backfill Geo Piping (4th St)	2d	30-Jun-27	02-Jul-27
13397	Sidewalks/Curbs	5d	02-Jul-27	12-Jul-27
13407	Road Base / CLV	3d	12-Jul-27	15-Jul-27
13417	Concrete Paving / Striping	7d	15-Jul-27	26-Jul-27
13427	Landscape / Final Clean	5d	26-Jul-27	02-Aug-27



Data Date:27-Feb-26

Finish Date:01-Nov-28

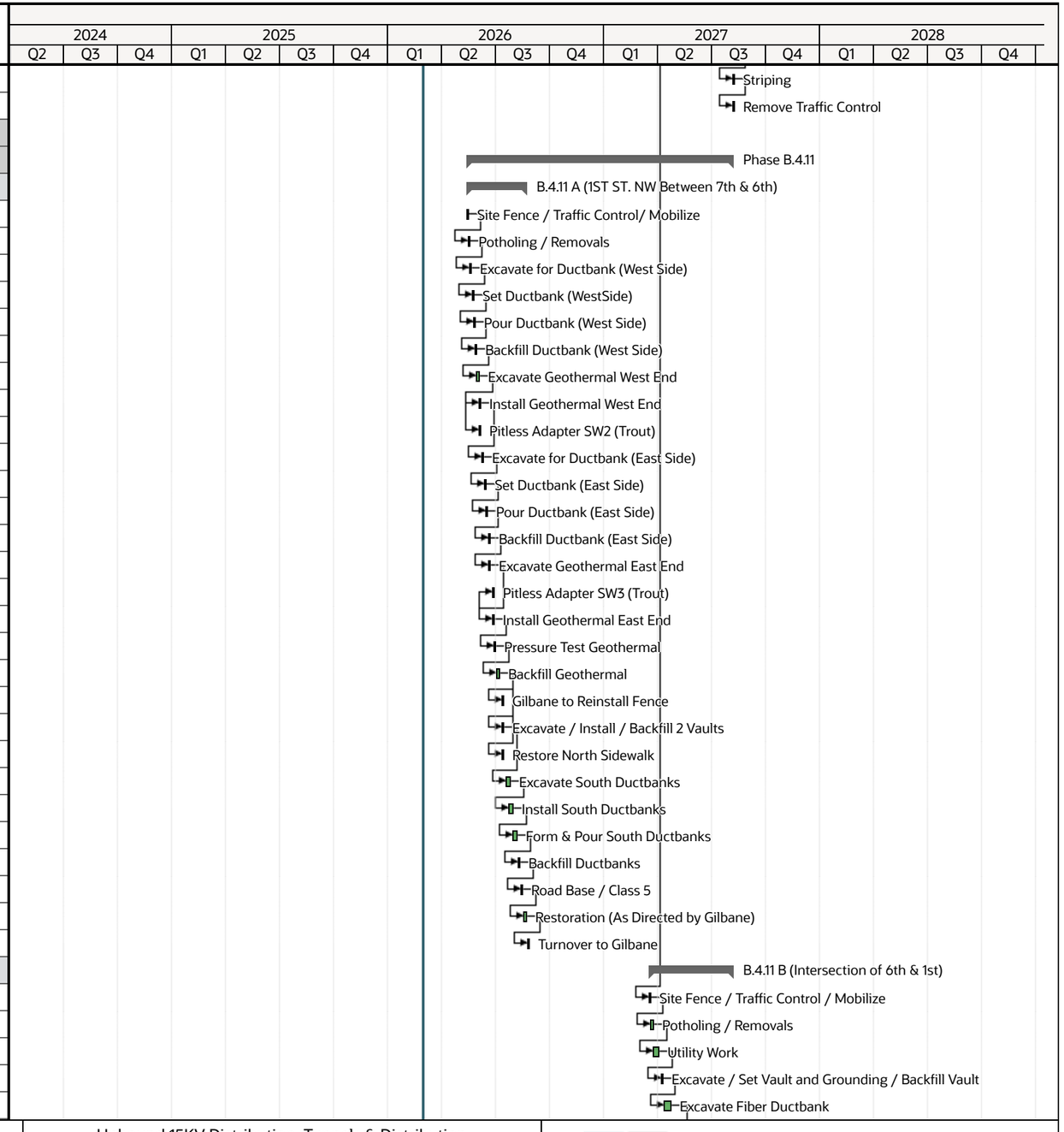
Print Date:03-Mar-26

Current
Progress
Critical
Milestones
Summary

Unbound 15KV Distribution, Tunnels & Distribution

Knutson Construction

ID	Name	Planned Duration	Start	Finish
13437	Striping	1d	02-Aug-27	03-Aug-27
13447	Remove Traffic Control	2d	03-Aug-27	05-Aug-27
Phase B.4....	Phase B.4.10 (Phase Eliminated)			
Phase B.4....	Phase B.4.11	324d	11-May-26	05-Aug-27
B.4.11 A ...	B.4.11 A (1ST ST. NW Between 7th & 6th)	74d	11-May-26	21-Aug-26
19559	Site Fence / Traffic Control/ Mobilize	2d	11-May-26 C	12-May-26
19569	Potholing / Removals	2d	13-May-26	14-May-26
21029	Excavate for Ductbank (West Side)	3d	15-May-26	19-May-26
21039	Set Ductbank (WestSide)	3d	19-May-26	21-May-26
21059	Pour Ductbank (West Side)	1d	22-May-26	22-May-26
21069	Backfill Ductbank (West Side)	2d	25-May-26	26-May-26
19579	Excavate Geothermal West End	4d	27-May-26	01-Jun-26
19589	Install Geothermal West End	4d	01-Jun-26	04-Jun-26
19709	Pitless Adapter SW2 (Trout)	2d	01-Jun-26	02-Jun-26
21049	Excavate for Ductbank (East Side)	3d	05-Jun-26	09-Jun-26
21089	Set Ductbank (East Side)	3d	09-Jun-26	11-Jun-26
21099	Pour Ductbank (East Side)	1d	12-Jun-26	12-Jun-26
21079	Backfill Ductbank (East Side)	2d	15-Jun-26	16-Jun-26
21009	Excavate Geothermal East End	3d	17-Jun-26	19-Jun-26
20999	Pitless Adapter SW3 (Trout)	2d	22-Jun-26	23-Jun-26
21019	Install Geothermal East End	4d	22-Jun-26	25-Jun-26
19599	Pressure Test Geothermal	2d	26-Jun-26	29-Jun-26
19609	Backfill Geothermal	6d	30-Jun-26	07-Jul-26
19619	Gilbane to Reinstall Fence	0d	08-Jul-26	08-Jul-26
19689	Excavate / Install / Backfill 2 Vaults	5d	08-Jul-26	14-Jul-26
20429	Restore North Sidewalk	5d	08-Jul-26	14-Jul-26
19649	Excavate South Ductbanks	8d	15-Jul-26	24-Jul-26
19639	Install South Ductbanks	8d	21-Jul-26	30-Jul-26
19629	Form & Pour South Ductbanks	8d	27-Jul-26	05-Aug-26
19659	Backfill Ductbanks	3d	06-Aug-26	10-Aug-26
19669	Road Base / Class 5	3d	11-Aug-26	13-Aug-26
19679	Restoration (As Directed by Gilbane)	5d	14-Aug-26	20-Aug-26
19699	Turnover to Gilbane	0d	21-Aug-26	21-Aug-26
B.4.11 B ...	B.4.11 B (Intersection of 6th & 1st)	104d	15-Mar-27	05-Aug-27
20159	Site Fence / Traffic Control / Mobilize	2d	15-Mar-27	16-Mar-27
20169	Potholing / Removals	5d	17-Mar-27	23-Mar-27
20179	Utility Work	10d	22-Mar-27	02-Apr-27
20189	Excavate / Set Vault and Grounding / Backfill Vault	3d	05-Apr-27	07-Apr-27
20199	Excavate Fiber Ductbank	10d	08-Apr-27	21-Apr-27



Data Date:27-Feb-26

Finish Date:01-Nov-28

Print Date:03-Mar-26

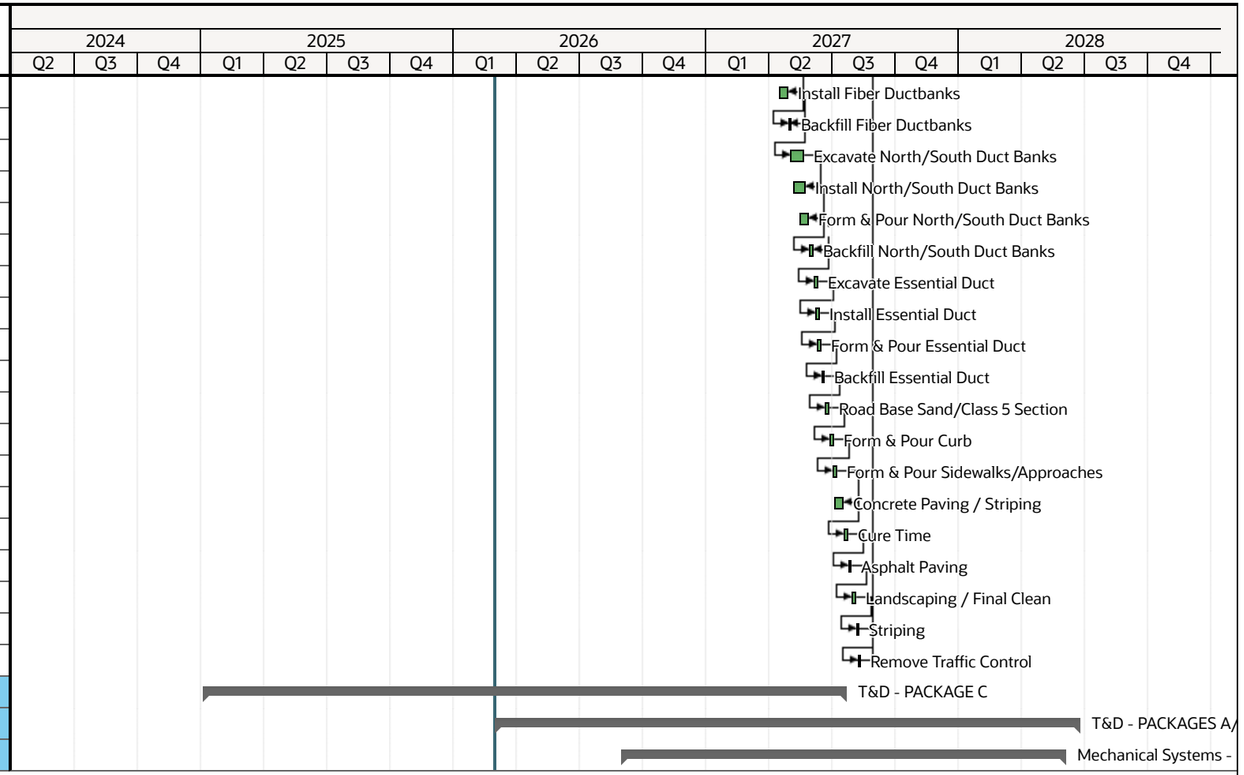
Current
Progress
Critical

Milestones
Summary

Unbound 15KV Distribution, Tunnels & Distribution

Knutson Construction

ID	Name	Planned Duration	Start	Finish
20209	Install Fiber Ductbanks	10d	13-Apr-27	26-Apr-27
20219	Backfill Fiber Ductbanks	2d	27-Apr-27	28-Apr-27
20229	Excavate North/South Duct Banks	15d	29-Apr-27	19-May-27
20239	Install North/South Duct Banks	15d	03-May-27	21-May-27
20249	Form & Pour North/South Duct Banks	10d	12-May-27	26-May-27
20259	Backfill North/South Duct Banks	5d	26-May-27	03-Jun-27
20269	Excavate Essential Duct	5d	03-Jun-27	10-Jun-27
20279	Install Essential Duct	5d	04-Jun-27	11-Jun-27
20289	Form & Pour Essential Duct	5d	07-Jun-27	14-Jun-27
20299	Backfill Essential Duct	3d	14-Jun-27	17-Jun-27
20309	Road Base Sand/Class 5 Section	5d	17-Jun-27	24-Jun-27
20319	Form & Pour Curb	5d	24-Jun-27	01-Jul-27
20329	Form & Pour Sidewalks/Approaches	5d	29-Jun-27	07-Jul-27
20339	Concrete Paving / Striping	10d	01-Jul-27	16-Jul-27
20349	Cure Time	5d	16-Jul-27	23-Jul-27
20359	Asphalt Paving	2d	23-Jul-27	27-Jul-27
20369	Landscaping / Final Clean	5d	27-Jul-27	03-Aug-27
20379	Striping	1d	03-Aug-27	04-Aug-27
20389	Remove Traffic Control	1d	04-Aug-27	05-Aug-27
T&D - PACK...	T&D - PACKAGE C	531d	01-Jan-25 A	20-Jul-27
T&D - PACK...	T&D - PACKAGES A/B/C - INTERIOR VAULT GROUNDING / R...	605d	27-Feb-26	22-Jun-28
Mechanical S...	Mechanical Systems - Flush, Clean, Fill, Startup / Commission...	461d	28-Aug-26	02-Jun-28



Data Date:27-Feb-26
Finish Date:01-Nov-28
Print Date:03-Mar-26

Current
Progress
Critical
Milestones
Summary

Unbound 15KV Distribution, Tunnels & Distribution

Knutson Construction

GENERAL CONDITIONS

ARTICLE 1 TERM OF CONTRACT, OBLIGATIONS

A. This Contract will be effective upon the later of the date set in the Special Conditions or upon execution and approval by both parties. This Contract will remain in effect until the Expiration Date set in the Special Conditions or until all obligations set forth in this Contract have been fulfilled.

B. For delays encountered that are beyond ENGINEER's control, and upon written request from ENGINEER, the CITY's Authorized Agent may extend the Work Completion Date established in the Special Conditions of this Contract. The length of such time extension will be determined by the CITY's Authorized Agent.

C. It will be ENGINEER's responsibility to reasonably notify CITY's Authorized Agent, in writing, if ENGINEER has reason to believe the project will not be completed as scheduled. CITY's Authorized Agent will have the authority to adjust the schedule and final cost associated with such delays, as provided in these General Conditions.

D. Engineer shall furnish all materials, all necessary tools and equipment, and perform all work and labor necessary to determine Contractor's compliance with the construction of the Project consistent with City design specifications and consistent with the approved civil construction plans for the Project.

E. CITY recognizes that ENGINEER provided services to the Owner under a City-Owner contract authorizing the construction of the public facilities for which construction inspection and observation services are being requested. CITY waives any and all conflict of interest rights against ENGINEER relative to this arrangement.

ARTICLE 2 GOVERNING LAW, JURISDICTION, AND VENUE

A. This Contract shall be governed by and construed in accordance with the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Contract will be in the applicable state or federal court with competent jurisdiction in Olmsted County and Minnesota respectively.

ARTICLE 3 TERMS OF GENERAL CONDITIONS

A. Any and all provisions of these General Conditions will remain in force unless they are specifically and deliberately canceled or modified by the Special Conditions of this Contract.

B. To the extent of any inconsistencies between the Special Conditions and these General Conditions, the Special Conditions will control. Minnesota Law supersedes any of the Special Conditions or General Conditions set forth in this Contract.

ARTICLE 4 TERMS OF PAYMENT

A. Subject to the provisions of the Special Conditions, all services performed and deliverables satisfactorily supplied by ENGINEER pursuant to this Contract will be paid by CITY. Compensation will be in accordance with the Special Conditions, ARTICLE 3, "Consideration of Payment".

B. If it appears at any time that ENGINEER will exceed the Total Contract Amount stated in the Special Conditions of this Contract, ENGINEER must notify CITY's Authorized Agent in writing in a timely manner. ENGINEER may not be compensated for work performed in excess of the Total Contract Amount without a written, and fully executed, amendment to the Contract. Any work performed beyond that identified in this Contract without a prior written amendment signed by CITY may be deemed voluntary and ENGINEER may not be entitled to compensation for the extra work.

C. If ENGINEER claims any instructions, latent conditions, or other conditions exist that require extra cost under this Contract, ENGINEER must make claim for any extra cost incurred in writing within 20 Calendar days after such instruction or observance of conditions. Latent conditions are conditions not anticipated by the Special Conditions of this Contract. Any claim made after this time may be refused and no claim will be valid unless so made. Any work performed under an

amendment to this Contract that has not been properly approved and executed by the parties will be performed at ENGINEER's own risk.

D. Reimbursement for travel and subsistence expenses actually and necessarily incurred by ENGINEER as a result of performance of this Contract must not exceed the amount defined in the Special Conditions. ENGINEER may be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Mn/DOT Travel Regulations", and identified in Special Conditions, Article 3.

ARTICLE 5 PROCEDURE FOR PAYMENT

A. Payments will be made by CITY within 30 days of ENGINEER's presentation of properly prepared invoices and progress reports for services performed in accordance with this Contract. CITY shall notify ENGINEER in writing within 30 days of ENGINEER's presentation of invoices if they believe the progress reports were not properly prepared or the services were not properly performed in accordance with the Contract.

B. Invoices for payment must be submitted by ENGINEER monthly to the CITY's Authorized Agent in the form prescribed by CITY. Invoices should identify the project and the cost for the services performed and delivered for the billing period and must satisfy the requirements listed below:

1. Each invoice must contain the following information: CITY contract invoice number (sequentially numbered), billing address if different from business address, and ENGINEER's original signature attesting that the invoiced services and costs are new and that no previous charge for those services and deliverables has been included in any prior invoice.
2. The original of each invoice and progress report must be sent to the CITY's Authorized Agent for review and payment.
3. Direct non-salary costs allocable to the work under this Contract, and defined in the Special Conditions of this Contract, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct non-salary costs are any costs that are not the salaried costs directly related to the work of the ENGINEER. Supporting documentation must be provided in a manner that corresponds to each direct cost.
4. ENGINEER must provide, upon request of the CITY's Authorized Agent, the following supporting documentation:

   a. Direct salary costs of employees' time directly chargeable for the services performed under this Contract. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked, and total payment for each invoice period; and

   b. Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generated printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours, and the dollar amount charged to the project for each pay period.
5. ENGINEER must provide a copy of the invoice they forwarded to the city to the developer for informational purposes. This document should be cleared stated that it's for informational purposes only.

C. If ENGINEER is authorized by CITY to use or uses any sub consultants, ENGINEER must include all the above supporting documentation in any sub consultant's Contract, and ENGINEER must comply with Minnesota Statutes Section 16A.1245, requiring timely payment by ENGINEER of sub consultant's, penalties for late payments, and defining costs the sub consultant must be awarded if the sub consultant prevails in a lawsuit.

D. ENGINEER must require sub consultant's invoices to follow the same form and contain the same information as set forth above.

ARTICLE 6 CONDITIONS OF PAYMENT

A. For all services and deliverables provided by ENGINEER under this Contract, the Engineer shall maintain its ethical and legal duty of a professional to exercise the level of care, diligence, and skill prescribed in the code of practice of his or her profession, or as other professionals in the same discipline would in the same or similar circumstances. The ENGINEER shall comply with the following:

1. All current applicable federal, state, and local laws, ordinances, rules, and regulations.
2. All current state standards, policies, and practices required by applicable law to perform ENGINEER's services.

B. ENGINEER will not receive payment for work performed in violation of federal, state, or local laws, ordinances, rules, or regulations.

C. All deliverables covered by progress payments made by CITY will become the sole property of CITY. This provision must not be construed as relieving ENGINEER from sole responsibility for services and deliverables upon which payments have been made or the restoration of any damaged work or as waiving the right of CITY to require the fulfillment of all of the terms of this Contract. If the CITY uses the ENGINEER's deliverables in a manner beyond the scope of this contract, it shall indemnify ENGINEER for claims resulting from this reuse. The CITY grants ENGINEER a non-exclusive license, to the extent of the CITY's rights in such data, to use the ENGINEER Data for other purposes.

D. Nothing in this Contract must be construed in any way to relieve ENGINEER from its obligation to complete the services and/or deliverables described in this Contract for a sum not to exceed that is set forth in the Special Conditions.

E. ENGINEER is not authorized to direct the work of Contractor, unless City is given such authority, in writing, by Owner. ENGINEER communication shall be directly with Owner's representative (Construction foremen or superintendent or other member identified as Project Manager), and to City Engineer or his designee.

ARTICLE 7 ASSIGNMENT

A. ENGINEER may neither assign nor transfer any rights or obligations under this Contract without prior written authorization from the CITY's Authorized Agent. The written authority will in no way relieve ENGINEER from the primary responsibility for performance of the services and deliverables specified in this Contract.

ARTICLE 8 SUBCONTRACTS

A. ENGINEER must require all sub consultant contracts to contain all appropriate terms and conditions of this Contract. The use of sub consultants does not relieve the ENGINEER from performing and delivering the work stated in this Contract.

B. A copy of any and all sub consultant contracts must be sent to the CITY's Authorized Agent after execution of the sub consultant contract and prior to work starting under the sub consultant contract.

ARTICLE 9 AMENDMENTS, CHANGE ORDERS, MERGER, COUNTERPARTS, AND WAIVER

A. Amendments to this Contract will be considered only for unforeseen work or services that were excluded in the Scope of Work, entitled "Detailed Scope of Work," and that are considered essential to the work. Any written claim made by ENGINEER for extra work or costs under this Contract that has been approved by the CITY's Authorized Agent must be evidenced by an amendment to this Contract. Amendments must be in writing and executed and approved by the same parties and officials who executed and approved the original Contract, or their successors in office. ENGINEER must notify CITY's Project Manager in writing if ENGINEER will be delayed in any way from completing the project under this Contract.

B. The work to be done in connection with this Contract may be changed at the request of CITY, with the mutual concurrence of ENGINEER. Any change will be clearly and fully defined in writing, and approved by both parties. Change orders must be consistent with the basic purpose of this Contract and within the general Scope of Services identified in the Special Conditions.

C. This Contract constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Contract. ENGINEER, by the signature below of its authorized representative, hereby acknowledges that the ENGINEER has read this Contract, understands it and agrees to be bound by its terms and conditions.

D. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Contract.

ARTICLE 10 COMPLIANCE WITH LICENSES, PERMITS, AND OTHER REGULATIONS

A. ENGINEER shall procure all licenses, certifications, education, permits, or other rights necessary to fulfill its obligations under this Contract in compliance with all applicable federal and state laws.

ARTICLE 11 DATA PRACTICES AND INTELLECTUAL PROPERTY

A. The Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, applies to all data created, gathered, generated, or acquired in accordance with this Contract.

B. Any reports, studies, photographs, negatives, or other documents created and paid for by ENGINEER in the performance of its obligations under this Contract are instruments of service in respect to ENGINEER's services and are the exclusive property of CITY. ENGINEER must remit all such materials to CITY upon completion or cancellation of this Contract. The CITY will indemnify ENGINEER for claims resulting from any reuse of such materials beyond the scope of this Contract. The City shall grant the ENGINEER a non-exclusive license, to the extent of the CITY's rights in such data, to use the ENGINEER Data for other purposes. ENGINEER waives all claims against the CITY resulting in any way from any reuse of the ENGINEER.

C. Unless otherwise directed by CITY, the originals of reports, tests, drawings and plans; and legibly reproducible copies of work sheets, field notes, computations, photos, test results, and other project data must be relinquished to CITY:

1. Upon written notice of completion or cancellation of this Contract.
2. Upon written notification by CITY.
3. Prior to final payment by CITY to ENGINEER for this Contract.

D. Notwithstanding the above paragraphs, work papers, proprietary information, processes, methodologies, know-how and software ("ENGINEER Data") previously belonging or licensed to ENGINEER and used to perform ENGINEER's services shall remain the property of ENGINEER. ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER), whether or not the Project is completed. To the extent the services performed by ENGINEER contain ENGINEER Data, ENGINEER hereby grants to CITY a non-exclusive, non-assignable, royalty-free, irrevocable license to use such ENGINEER Data for the purposes set forth herein, subject to the following limitations: such ENGINEER Data are not intended or represented to be suitable for use or reuse by CITY on extension of the Project or on any other project without written verification or adaptation by ENGINEER and any such reuse or modification of the ENGINEER Data without the written verification or adaptation by ENGINEER shall be done at CITY's sole risk and without liability to ENGINEER.

ARTICLE 12 LIABILITY

A. General - Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the project, and the ENGINEER's fee for the Services, and in consideration of the promises contained in this Contract, CITY and ENGINEER agree to allocate and limit such liabilities in accordance with this Article.

B. Indemnification - ENGINEER and CITY (the "Indemnifying Party") shall be liable for its own negligent acts, errors and omissions to the extent provided by law and subject to the CITY's cap on municipal tort liability under Minnesota Statutes Section 466.04, and hereby agrees to defend, indemnify, and hold harmless the other ("the Indemnified Party"), from any liability, damages, and costs arising from the negligent acts of ENGINEER and CITY and anyone for whose negligent acts they may be liable for in the performance of professional services required under this Contract which the Indemnified Party, its officers and employees may hereafter sustain, incur or be required to pay to the full effect provided by Minnesota Statutes Chapter 337, to the extent the ENGINEER and CITY are responsible for such liability, costs, damages, including reasonable attorneys' fees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of ENGINEER and CITY, they shall be borne by each party in proportion to its own negligence.

C. Survival - Upon completion of all services, obligations, and duties provided for in this Contract, or if this Contract is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 13 WORKERS' COMPENSATION

A. Any and all employees of ENGINEER, including its sub consultants, or other persons while engaged in the performance of any work or services required by ENGINEER under this Contract, will not be considered employees of CITY. Any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of ENGINEER's employees, or other person while so engaged on any of the work or services to be rendered, will in no way be the obligation or responsibility of CITY. Pursuant to Minnesota Statutes 176.182, acceptable evidence of compliance with Workers' Compensation insurance coverage requirements must be presented to CITY before CITY may enter into a contract with ENGINEER.

ARTICLE 14 BONDS

This Article is hereby deleted.

ARTICLE 15 INSURANCE

A. A certificate of insurance for each type of insurance required under this Contract must be filed with the CITY's Authorized Agent prior to execution of the Contract by City. Each policy must contain a requirement that the insurer provide the CITY a 30-day notice of cancellation.

B. ENGINEER must maintain and furnish satisfactory evidence of the following insurance policies:

1. ENGINEER shall procure and maintain for the term of the Contract, insurance coverage as is reasonable and necessary for performed services by ENGINEER and its employees.
2. The ENGINEER shall be responsible for obtaining separate certificates and endorsements for each sub consultant. ENGINEER shall determine the appropriate level of insurance coverage and limits from its sub consultants.
3. **Workers' Compensation Insurance:** ENGINEER will provide Workers' Compensation insurance for all ENGINEER employees and, in case any work is subcontracted, ENGINEER will require the sub consultant to provide Workers' Compensation insurance in accordance with the statutory requirements of CITY of Minnesota, and including Coverage B, Employer's Liability, at limits not less than $100,000.00 bodily injury by disease per employee; $500,000.00 bodily injury by disease aggregate; and $100,000.00 bodily injury by accident. Evidence of sub consultant's insurance shall be filed with the ENGINEER.
4. **Commercial General Liability:** ENGINEER will maintain insurance protecting ENGINEER from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage including loss of use which may arise from operations under this Contract whether such operations be by ENGINEER or by a sub consultant or by anyone directly or indirectly employed under this Contract. ENGINEER's liability insurance shall be primary to any liability insurance maintained by the City. Unless otherwise specified within this Contract, ENGINEER's insurance minimum amounts will be as follows:
   a. $1,000,000.00 - per occurrence
   b. $1,000,000.00 - annual aggregate

   In addition, the following coverages should be included:
   a. Bodily Injury and Property Damage
   b. Products and Completed Operations Liability
   c. Blanket Contractual Liability
   d. Name CITY as an Additional Insured
5. **Commercial Automobile Liability:** ENGINEER will maintain insurance protecting ENGINEER from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for

property damage including loss of use which may arise from operations under this Contract whether such operations were by ENGINEER or by sub consultant or by anyone directly or indirectly employed under this Contract. Unless otherwise specified within this Contract, the ENGINEER insurance minimum amounts will be as follows:

$1,000,000.00 - per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned
Name CITY as an Additional Insured

6. **Professional Liability Insurance:**

Unless otherwise specified within this Contract, ENGINEER insurance minimum amounts will be as follows:
$1,000,000.00 - per claim
$1,000,000.00 - annual aggregate

This policy will provide coverage for all claims ENGINEER will become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to ENGINEER's professional services required under this Contract.

C. ENGINEER must:
1. Include legal defense fees in addition to its liability policy limits, with the exception of Professional Liability Insurance above; and
2. Obtain insurance policies from an insurance company having an "AM BEST" rating of A-VIII or better.

D. CITY reserves the right to immediately rescind this Contract if ENGINEER is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against ENGINEER. Upon written request by the CITY's Authorized Agent, all insurance policies shall be open to inspection, and copies of policies may be requested.

ARTICLE 16 DELIVERABLE STANDARDS

A. CITY will have the authority to disapprove or reject services or deliverables that are defective. ENGINEER will be responsible for the accuracy of its work under this Contract and must make timely revisions or corrections without compensation resulting from errors and omissions on the part of ENGINEER. The services or deliverables provided to CITY by ENGINEER must be of such quality that they are suitable for their intended purpose.

B. ENGINEER’s services and compensation under this Contract have been agreed to in anticipation of the orderly and continuous progress of the Project though completion. Unless specific periods of time or specific dates for providing services are specified in this Contract, ENGINEER’s obligation to render services hereunder will be for a period which may reasonably be require for the completion of said services.

C. If in this Contract specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CITY has requested changes in the scope, extent, or character of the Project; the time of performance of ENGINEER’s services shall be adjusted equitably.

D. Neither party will be held responsible for delay or failure to perform when such delay or failure is due to any of the following, unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, or delays or defaults caused by public carriers, provided the defaulting party gives written notice as soon as possible to the other party of its inability to perform.

E. For purposes of this Contract the term “day” means a calendar day of 24 hours.

ARTICLE 17 ANTITRUST

A. ENGINEER assigns to CITY any and all claims for overcharges as to services and deliverables provided in connection with this Contract resulting from alleged antitrust violations, which arise under the antitrust laws of the United States and state of Minnesota.

ARTICLE 18 OFFICIALS NOT TO BENEFIT

A. Without prior written consent of CITY, ENGINEER must not employ any professional or technical personnel who are or have been at any time during the time period of this Contract in the employ of CITY, except retired CITY employees, without written consent from CITY.

B. ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ENGINEER, to solicit or secure this Contract, and that ENGINEER has not paid or agreed to pay any company or person, other than a bona fide employee working for ENGINEER, any fee, commissions, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making of this Contract.

ARTICLE 19 CANCELLATION

A. This Contract may be canceled by CITY at any time, with or without cause, upon written notice to the ENGINEER. In the event of such cancellation ENGINEER will be entitled to payment, determined on pro rata basis, for services and deliverables performed or delivered.

If City fails to make any payment due to ENGINEER for services satisfactorily performed and expenses within thirty days after the date of ENGINEER's invoice, ENGINEER may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold project deliverables due under this Contract until ENGINEER has been paid in full all amounts due for services, expenses and charges.

ARTICLE 20 ERRORS OR OMISSIONS

A. ENGINEER will be responsible for the accuracy of its work and must promptly make necessary revisions or corrections resulting from ENGINEER's negligent acts, errors, or omissions without additional compensation. Acceptance of the work by CITY will not relieve ENGINEER of the responsibility for subsequent correction of any errors or omissions or for clarification of any ambiguities.

B. If negligent acts, errors, or omissions are made by ENGINEER in any phase of the work, the correction of which may require additional field or office work, ENGINEER will be promptly notified by CITY and will be required to perform such additional work as may be necessary to correct these negligent acts, errors, or omissions without undue delay and without additional cost to CITY. If the ENGINEER is aware of any negligent acts, errors, or omissions made in any phase of its work, the corrections of which may require any additional field or office work, ENGINEER must promptly perform such additional work as may be necessary to correct these negligent acts, errors, or omissions without undue delay and without additional cost to CITY.

C. ENGINEER will be responsible for any damages incurred as a result of its negligent acts, errors, or omissions and for any loss or cost to repair or remedy ENGINEER's errors, omissions or negligent acts. Acceptance of the work by CITY will not relieve ENGINEER of the responsibility for subsequent correction of any such negligent acts, errors, or omissions, or of liability for loss or damage resulting therefrom.

D. ENGINEER must respond to CITY's notice of any errors and/or omissions within reasonable time and give immediate attention to these corrections to minimize any delays to the ENGINEER.

ARTICLE 21 DISPUTE RESOLUTION

A. Mediation. Any claim, controversy or dispute arising out of this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The mediation shall be

conducted in Olmsted County, Minnesota, and in accordance with the Minnesota Civil Mediation Act, Minn. Stat. 572.31, et., seq. Any claim, controversy or dispute not resolved by mediation may be the subject of legal or equitable proceedings filed by either party. The legal or equitable proceedings must be venued in Olmsted County, Minnesota. The parties waive all rights to and claims for monetary awards other than compensatory damages.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/16/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jeanne Danmeier	
H. Robert Anderson and Associates, Inc. 8201 Norman Center Drive Suite 220 Bloomington MN 55437	PHONE (A/C, No, Ext): (952) 893-1933	FAX (A/C, No): (952) 893-1819
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
WSB LLC 701 Xenia Avenue South Ste. 300 Minneapolis MN 55416	INSURER A : XL Specialty Insurance Co.	37885
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2025-2026 WSB LLC 1 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY CLAIMS-MADE / OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY / PRO-JECT / LOC OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR **EXCESS LIAB** CLAIMS-MADE DED / RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? **(Mandatory in NH)** N / A If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE / OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR5048636	10/01/2025	10/01/2026	Each Claim/ Each Policy Year Aggregate	$5,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT NAME: 15KV UPUI Package B.4
PROJECT #: J5669

This certificate or memorandum of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

CERTIFICATE HOLDER

City of Rochester
401 West River Parkway NW
Ste. 100
Rochester MN 55901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Theresa M. Anderson

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/17/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Marsh & McLennan Agency LLC 6160 Golden Hills Drive Minneapolis MN 55416	**CONTACT NAME:** **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** CAST@marshmma.com
INSURED WSBASSOCIA WSB LLC 701 Xenia Ave So., Suite 300 Minneapolis, MN 55416	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** NATIONAL UNION FIRE INSURANCE — 19445 **INSURER B :** ZURICH AMERICAN INSURANCE COMP — 16535 **INSURER C :** Twin City Fire Insurance Compa — 29459 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1547578784 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY X PRO-JECT X LOC OTHER:			GL5425678	3/1/2026	3/1/2027	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 5,000,000 $ 100,000 $ 25,000 $ 5,000,000 $ 10,000,000 $ 10,000,000
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY			CA4693553	3/1/2026	3/1/2027	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 5,000,000 $ $ $
C	X **UMBRELLA LIAB** X OCCUR **EXCESS LIAB** CLAIMS-MADE DED X RETENTION $ 25,000			41HV6BP2SZ9	3/1/2026	3/1/2027	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000
A A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? N **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC066656880 WC066656900	3/1/2026 3/1/2026	3/1/2027 3/1/2027	X PER STATUTE OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B	Inland Marine			CPP696163602	3/1/2026	3/1/2027	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: Project #J5669, 15KV UPUI Package B.4.

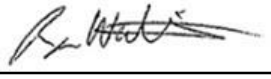
CERTIFICATE HOLDER

City of Rochester
401 West River Parkway NW, Ste. 100
City of Rochester, MN 55901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

WSB LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

701 Xenia Ave S, Suite 300

6 City, state, and ZIP code

Minneapolis, MN 55416

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	1	–	1	8	2	0	0	1	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 1/5/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Revocable Permit and Agreement with Mayo Clinic - 15kv Distribution Marion Bus 10/11 Feeder Extension Project Package B4 Private Improvements in Right-of-Way

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:
Authorizing a revocable permit and agreement ("the agreement") with Mayo Clinic for placement of an electrical duct bank, fiber duct bank, geothermal piping, and electrical conduit within the right-of-way of W Center St, 6th Ave NW, 1st St NW, 2nd St NW, 5th Ave NW, 2nd St SW, 5th Ave SW, 3rd St SW, and 4th St SW.

Report Narrative:
Mayo Clinic is the Owner of the property described as Lot 1, Block 1, Mayo Unbound Second Subdivision, Olmsted County, Minnesota. The Owner has requested permission to place electrical duct bank, fiber duct bank, geothermal piping, and electrical conduit (hereinafter "private improvements") within the right-of-way of W Center St, 6th Ave NW, 1st St NW, 2nd St NW, 5th Ave NW, 2nd St SW, 5th Ave SW, 3rd St SW, and 4th St SW. The private improvements are part of Mayo Clinic's 15kv Distribution Marion Bus 10/11 Feeder Extension Project - Package B4 and will provide infrastructure upgrades required to support Mayo Clinic's Unbound expansion.

The Owner will install and maintain the private improvements 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. The Owner has executed the revised agreement. The agreement has been provided to the Owner for its execution prior to execution and recording by the City.

Priorities & Foundational Principles:
Inclusive 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 $246 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 15kv Distribution Marion Bus 10-11 Package B4

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 Second Subdivision, Olmsted County, Minnesota.

B. Mayo has applied to the City for a revocable permit to allow various private improvements to be constructed within the public right of way of West Center Street, 6th Avenue NW, 1st Street NW, 2nd Street NW, 5th Avenue NW, 2nd Street SW, 5th Avenue SW, 3rd Street SW, and 4th Street SW (hereinafter collectively referred to as “Right of Way”) as part of Mayo’s 15kv Distribution – Marion Bus 10/11 Feeder Extension Package B4 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 following private improvements (hereinafter “Private Improvements”) described below in the Right of Way in a manner consistent with details of the Civil Construction plans associated with Grading Permit R25-0088GF, which have been approved by the City, and as depicted for general location reference within **EXHIBITS A, B, C, D, E**, **F, G, H, I,** and **J** of this Agreement.

   Private Improvements:

   - Electrical duct bank (Mayo 1-B) along 1st Street NW, 2nd Street NW, 5th Avenue NW, 6th Avenue NW right of way
   - Electrical duct bank (Mayo 2-B) along 1st Street NW, 2nd Street NW, 5th Avenue NW, 6th Avenue NW right of way

- Electrical duct bank (Essential 1-A) along 1st Street NW, 6th Avenue NW right of way
- Fiber duct bank (4-A) along 1st Street NW, 6th Avenue NW right of way
- Geothermal piping and electrical conduit along West Center Street, 1st Street NW, 3rd Street SW, 4th Street SW, 5th Avenue SW, 6th Avenue NW right of way

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 K**.

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

Mayo Clinic
Attn: Chair, Department of Facilities and Support Services
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

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: _____

Its: _____

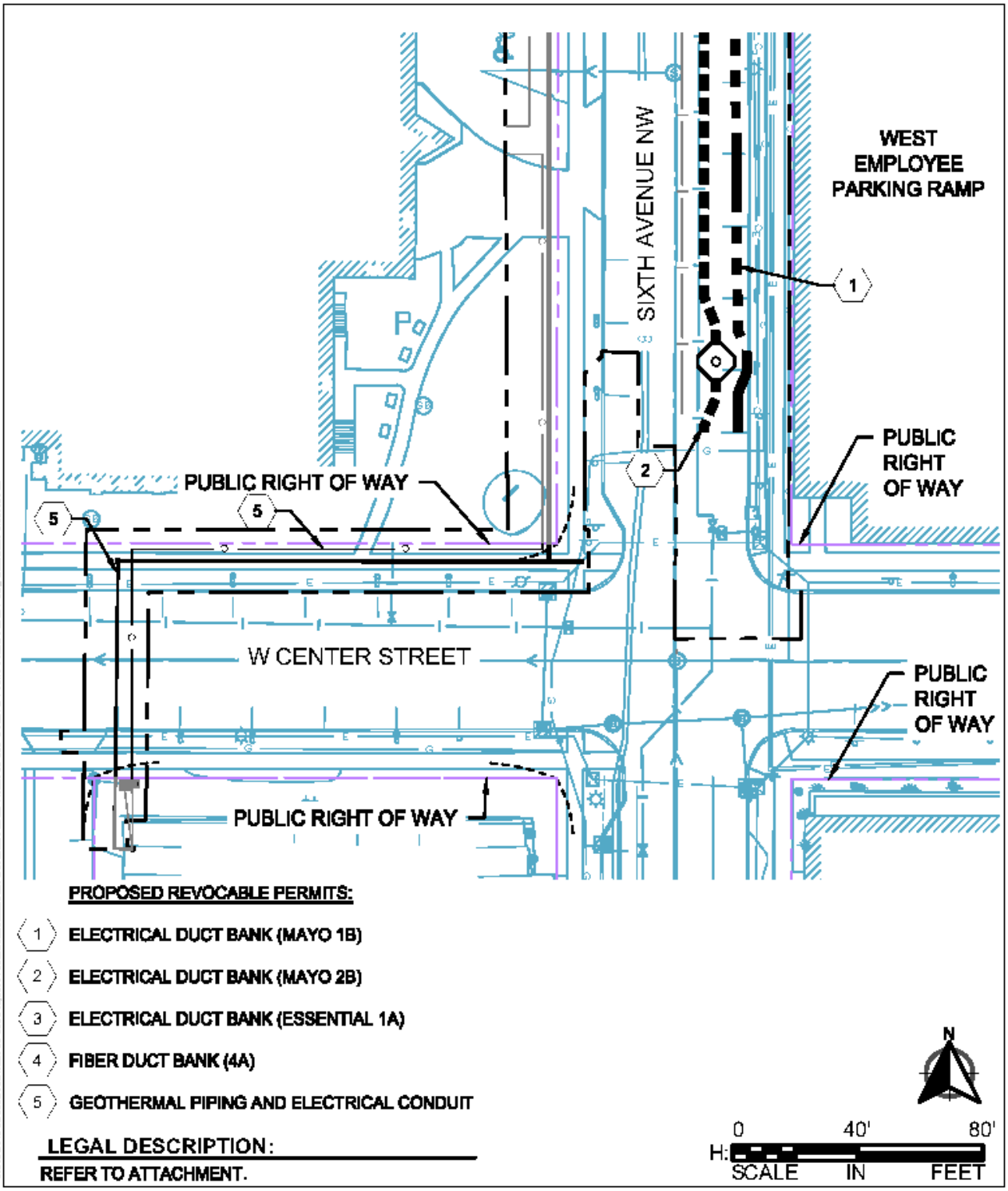
STATE OF MINNESOTA)
) SS
COUNTY OF OLMSTED)

On this ___ day of _____, 2026, before me, a notary public within and for said county, personally appeared _____**,** the _____ 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

EXHIBIT A



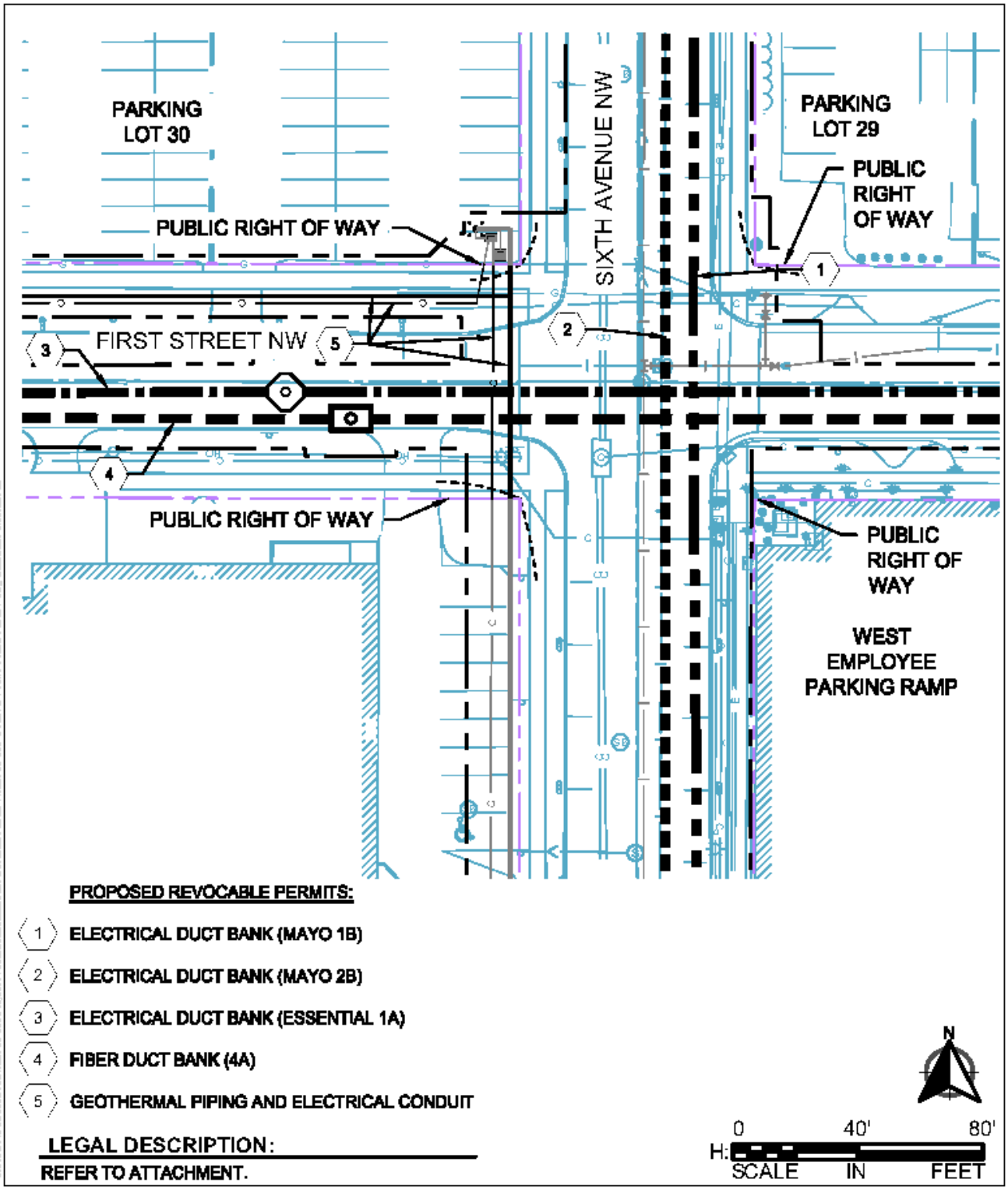
wsb

WSB PROJECT NO.:
023736-000
03-25-2026

REVOCABLE PERMIT EXHIBIT FOR
MAYO CLINIC
15KV DISTRIBUTION, TUNNELS & DISTRIBUTION,
MARION BUS 10/11 FEEDER EXTENSION PACKAGE B4
ROCHESTER, MINNESOTA

EXHIBIT
A

EXHIBIT B



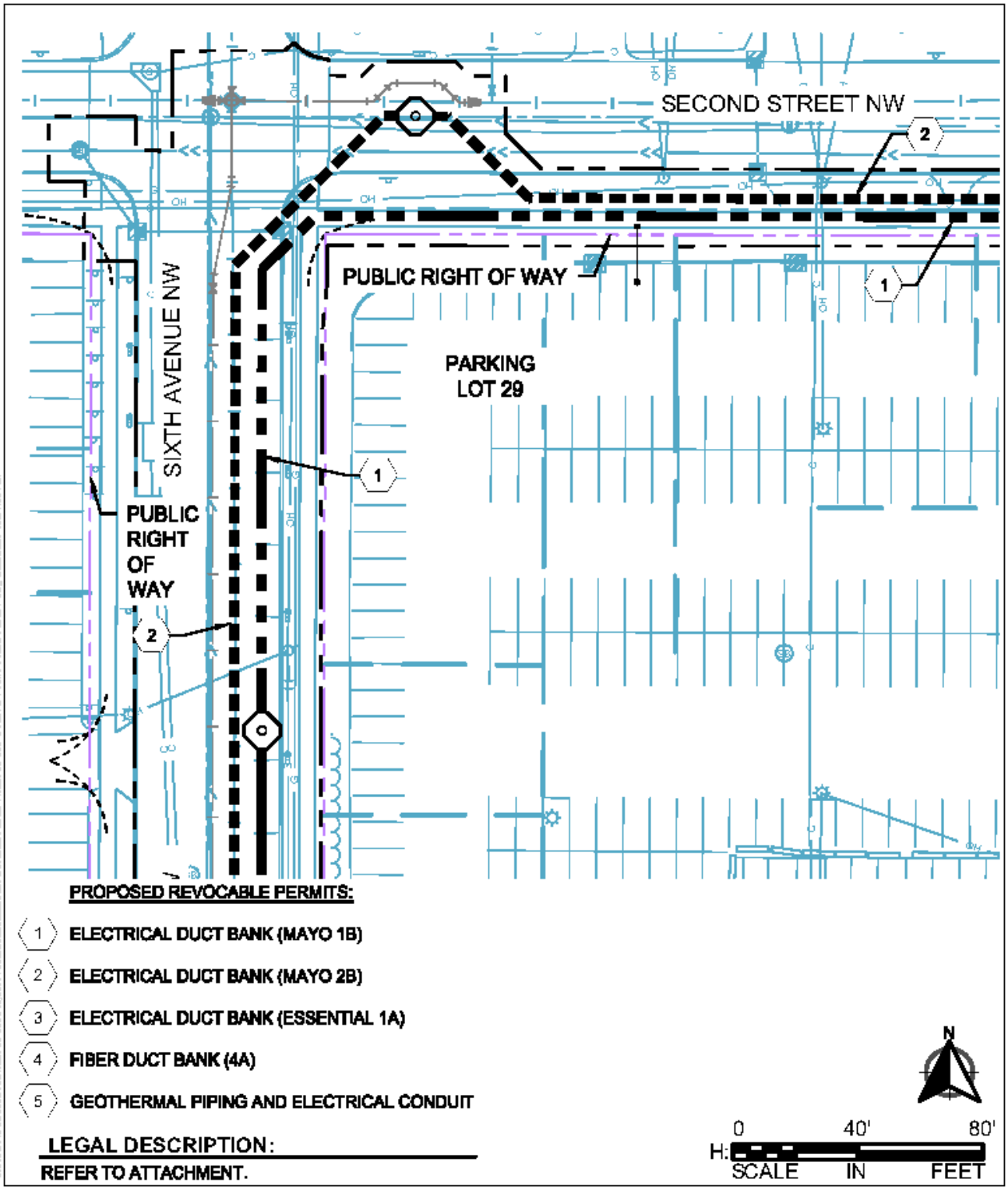
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EXHIBIT
B

EXHIBIT C



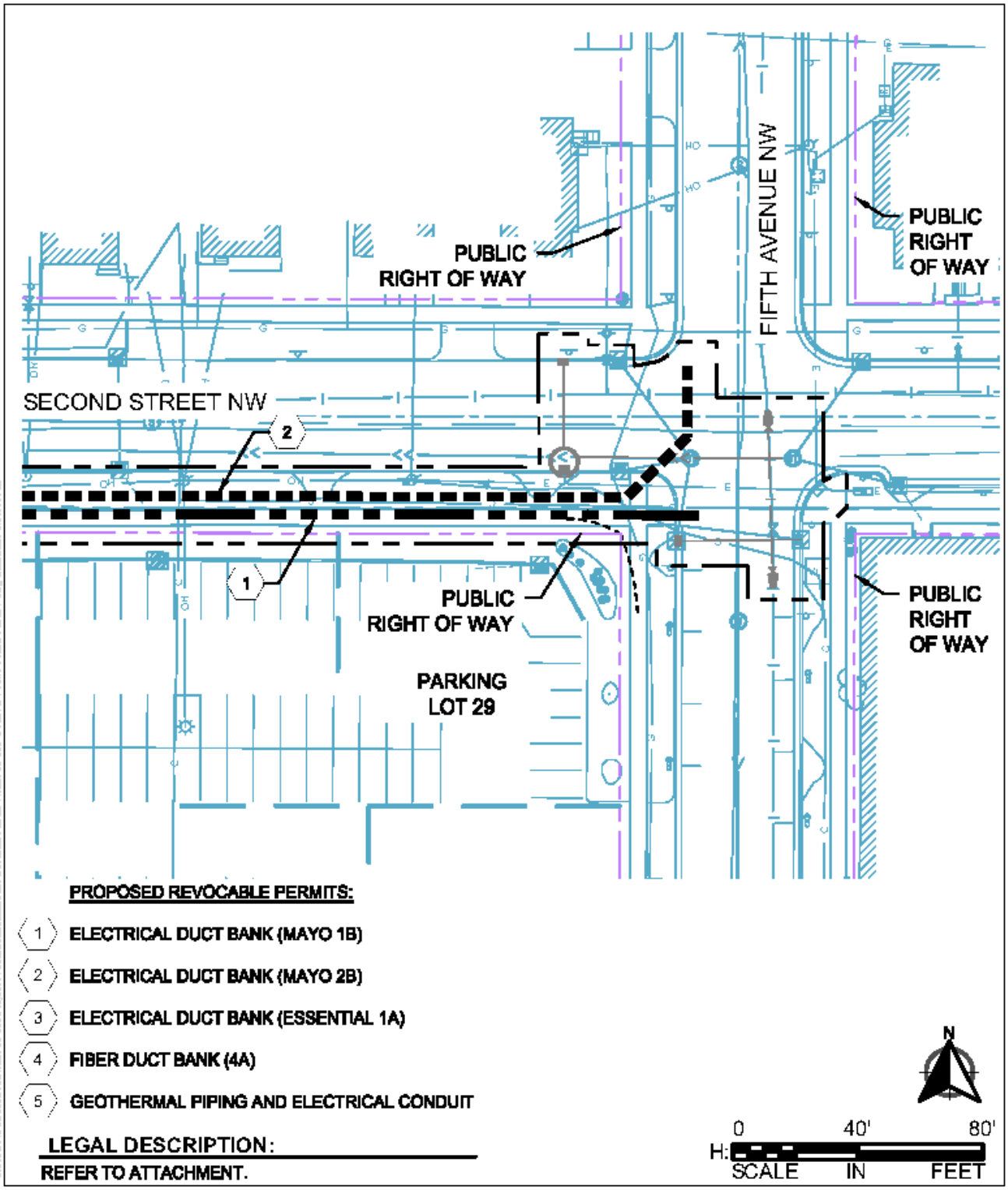
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EXHIBIT
C

EXHIBIT D



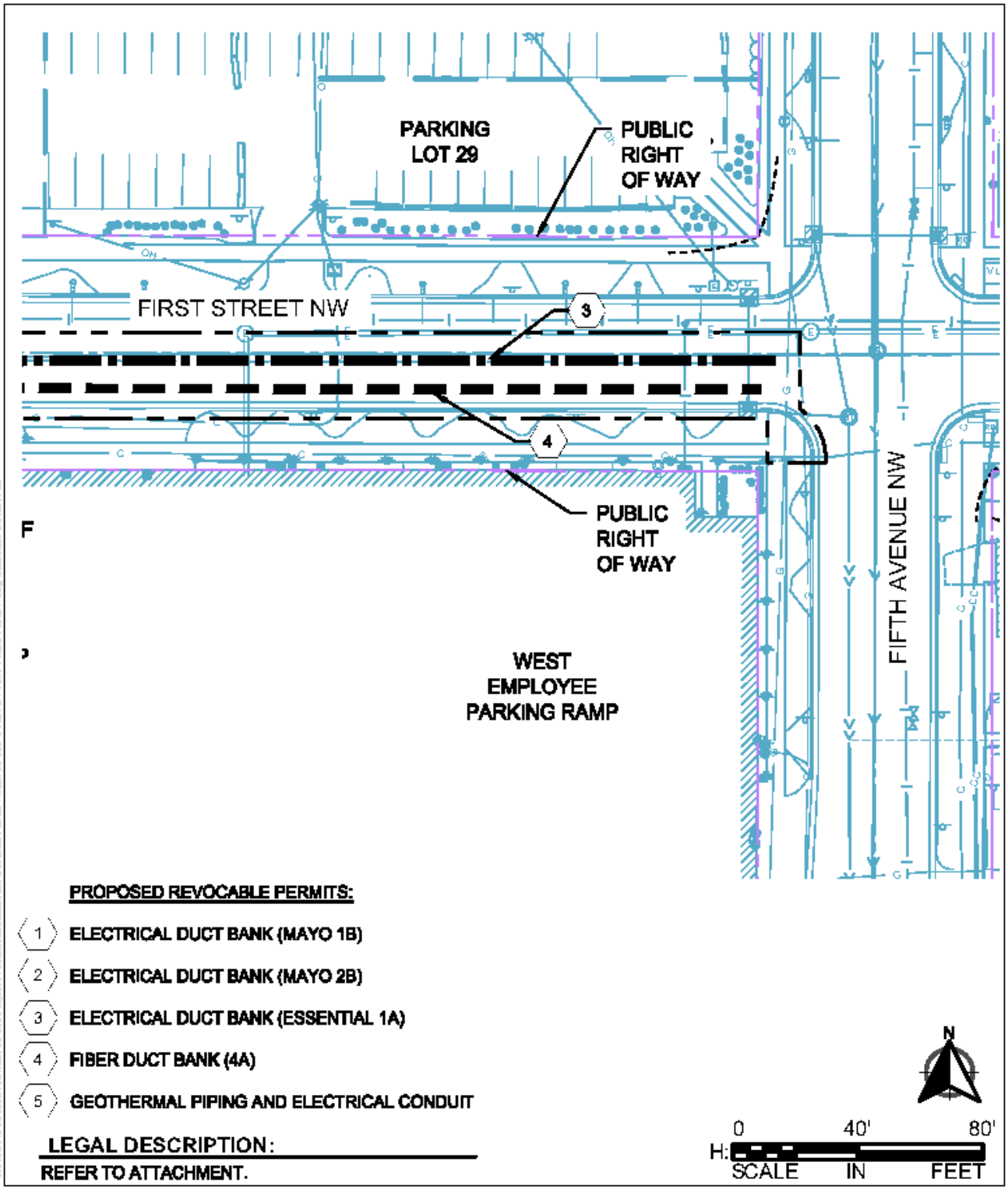
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ROCHESTER, MINNESOTA

EXHIBIT
D

EXHIBIT E



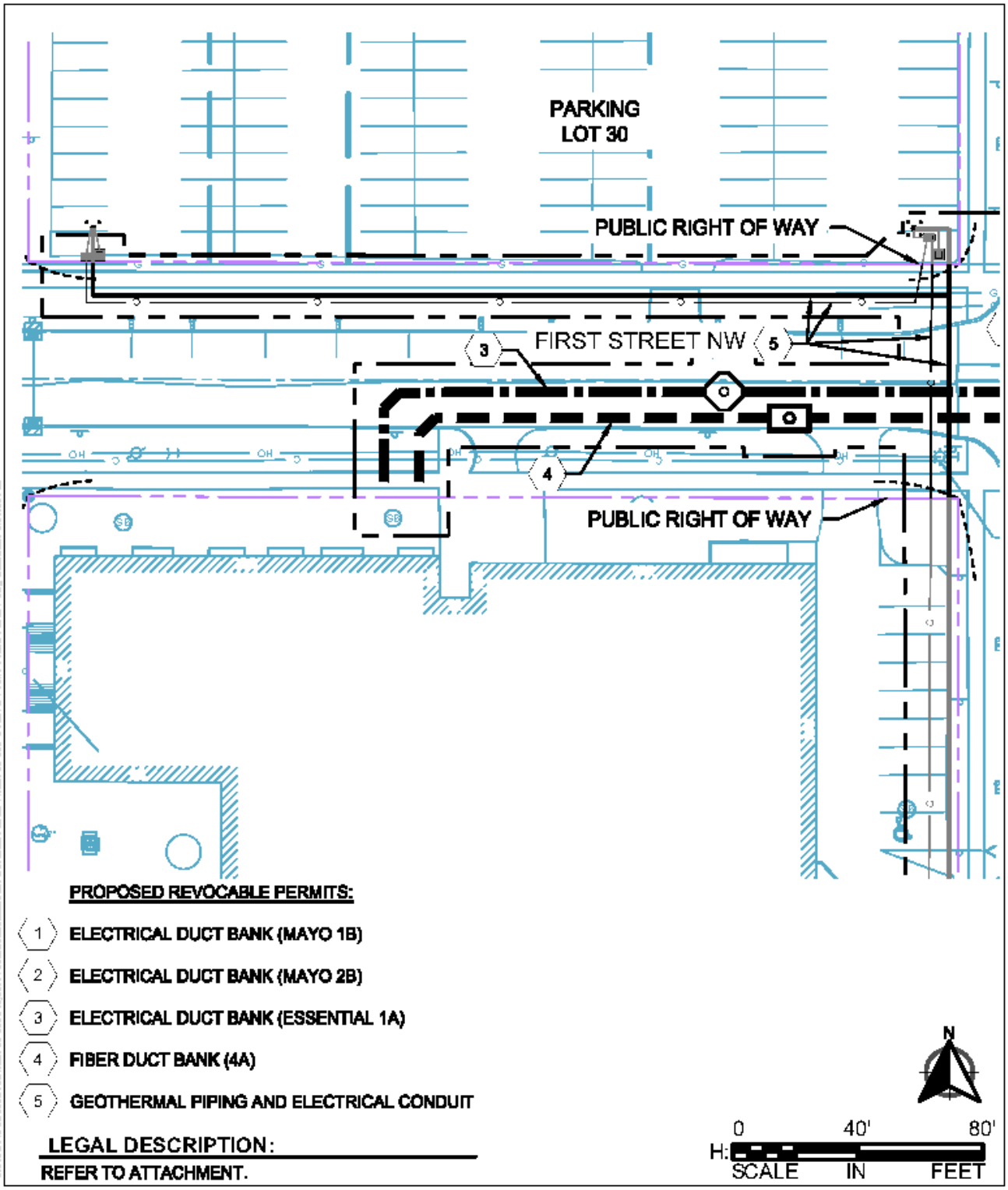
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EXHIBIT
E

EXHIBIT F



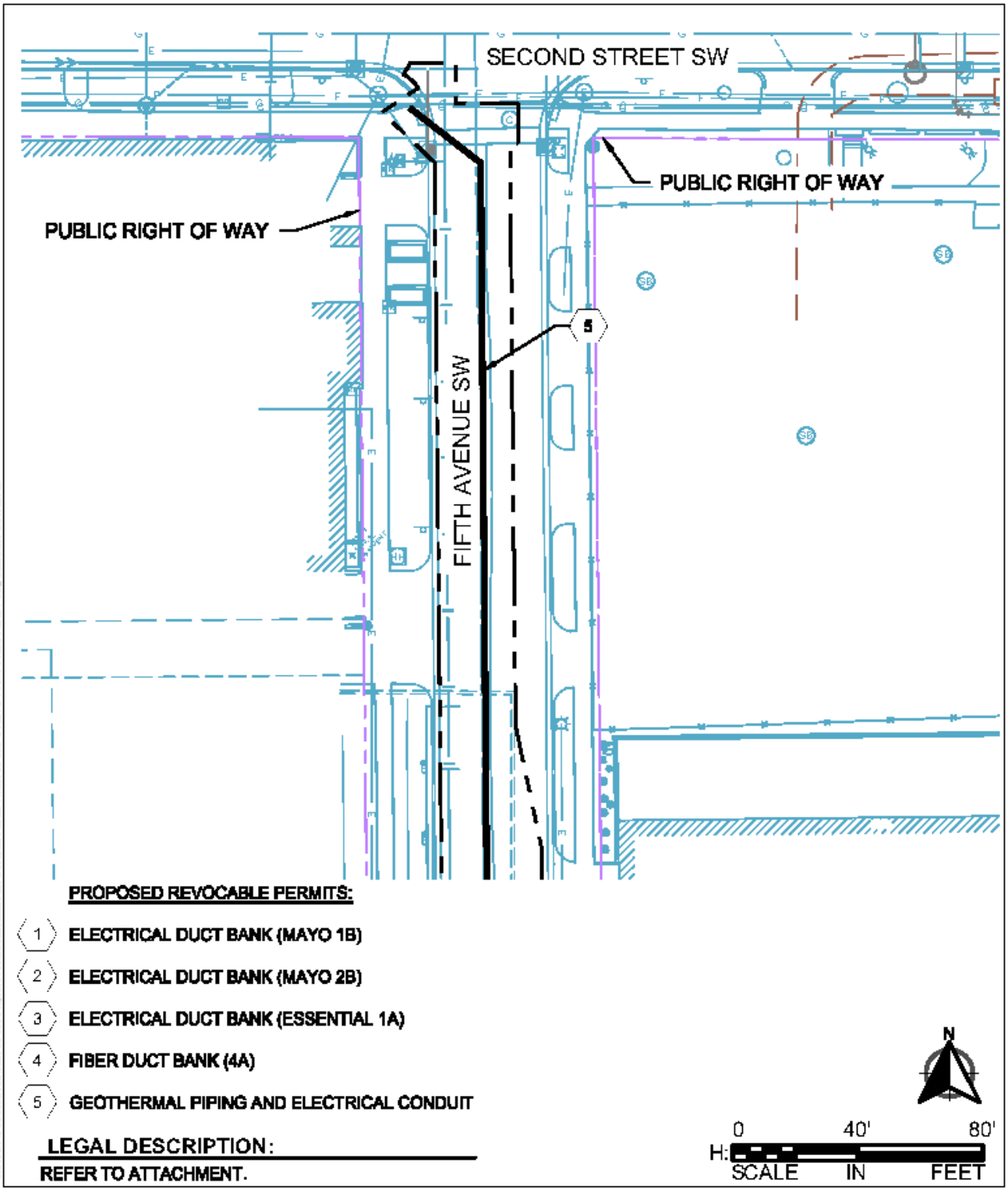
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EXHIBIT
F

EXHIBIT G



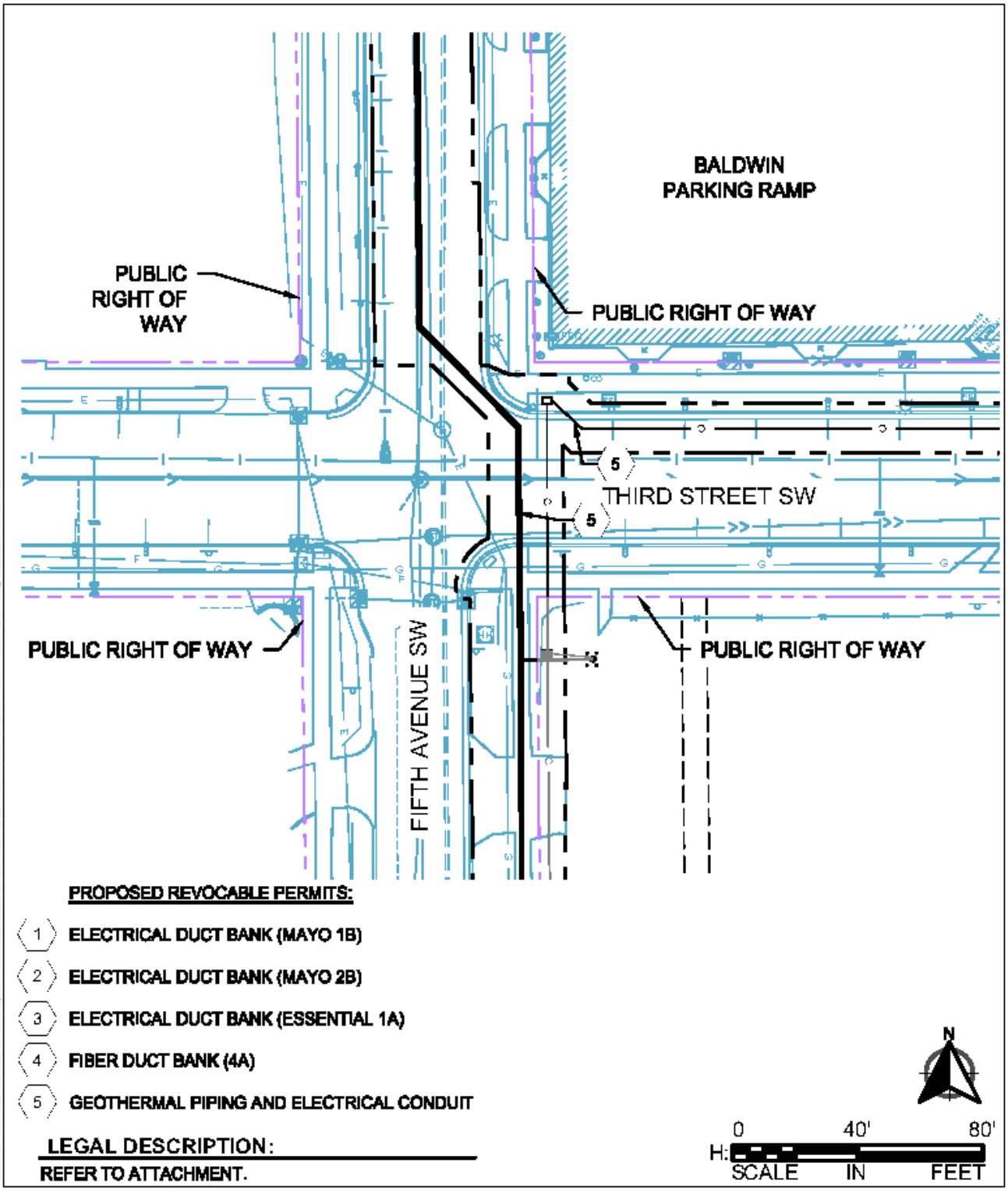
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WSB PROJECT NO.:
023736-000
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ROCHESTER, MINNESOTA

EXHIBIT
G

EXHIBIT H



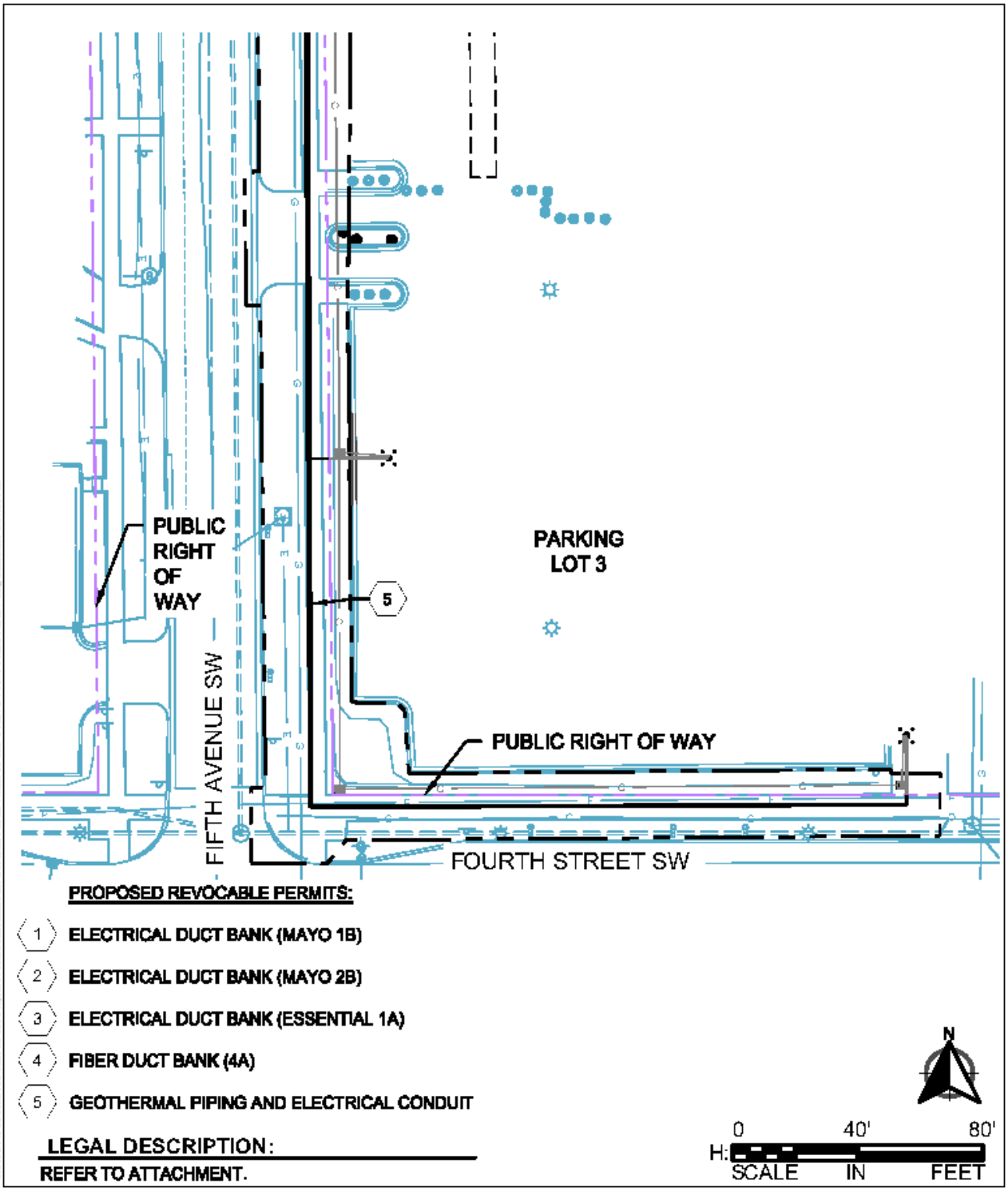
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ROCHESTER, MINNESOTA

EXHIBIT
H

EXHIBIT I



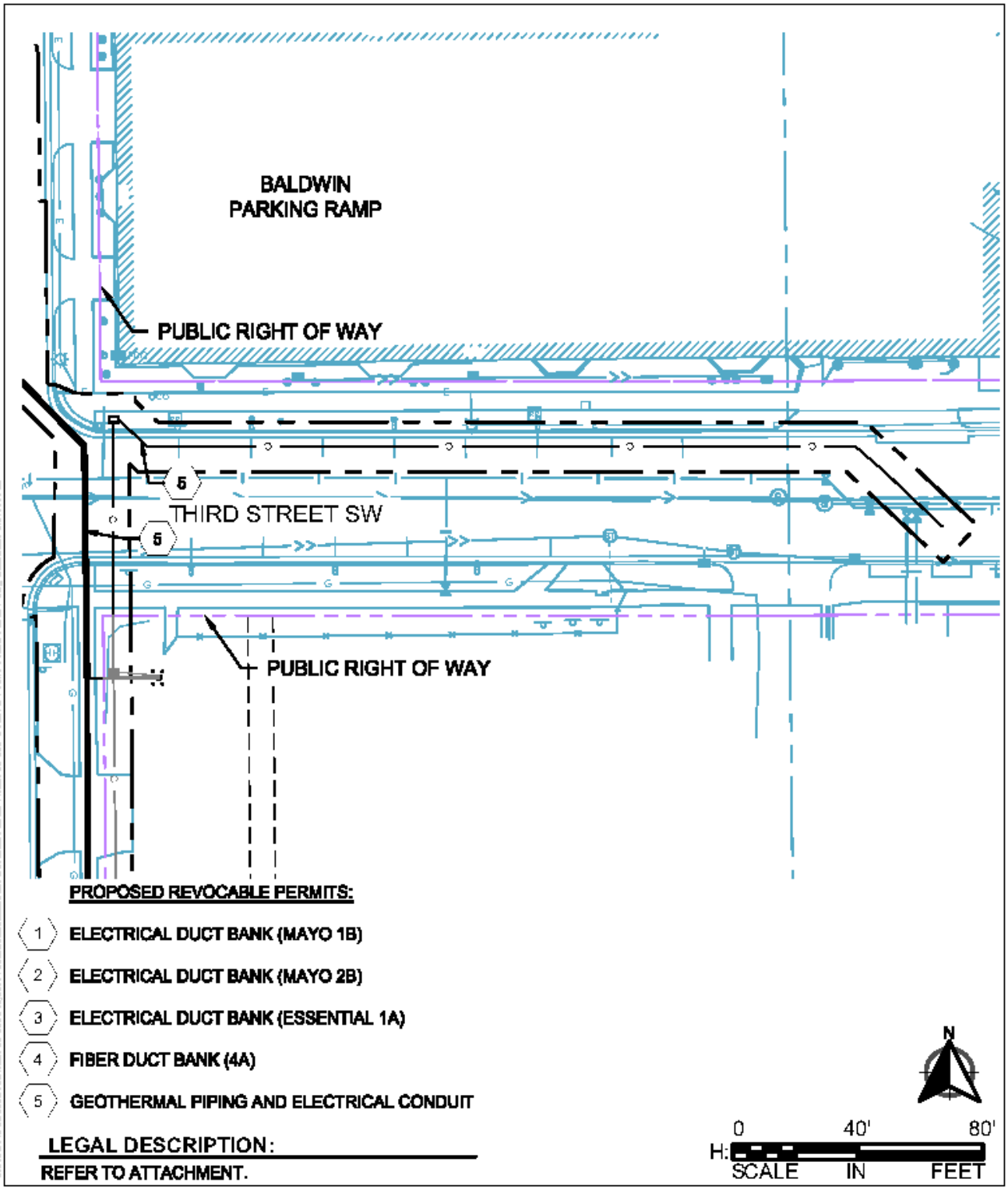
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EXHIBIT
I

EXHIBIT J



wsb

WSB PROJECT NO.:
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REVOCABLE PERMIT EXHIBIT FOR
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15KV DISTRIBUTION, TUNNELS & DISTRIBUTION,
MARION BUS 10/11 FEEDER EXTENSION PACKAGE B4
ROCHESTER, MINNESOTA

EXHIBIT
J

EXHIBIT K

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: _____

Its: _____

STATE OF MINNESOTA)
) SS
COUNTY OF OLMSTED)

On this ___ day of _____, 2026, before me, a notary public within and for said county, personally appeared _____**,** the _____ 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

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

City-Owner Contract: Public Improvements to Serve Pebble Creek Sixth Subdivision - Project No. J5667

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:

Authorizing:

1. A City-Owner contract for Project No. J5667, "Public Improvements to Serve Pebble Creek Sixth Subdivision," with City execution conditional upon full execution of the contract by Owner, Contractor, and Design Engineer, project and grading plan approvals, and Contractor's submission of the appropriate bond and insurance documentation and;
2. A professional technical services contract with WSE Engineering Services Ltd., for $173,383.15, for work related to Project No. J5667, "Public Improvements to Serve Pebble Creek Sixth Subdivision," subject to City execution of the City-Owner contract.

Report Narrative:

Public Works brings forward City-Owner and professional technical services contracts for consideration by the Council for Project No. J5667, "Public Improvements to Serve Pebble Creek Sixth Subdivision."

A City-Owner contract is recommended with DRP MN 3, LLC, (as Owner), S. R. Weidema, Incorporated, (as Contractor), and WSE Engineering Services Ltd., (as Design Engineer). The use of a City-Owner contract will accommodate Owner's timeline for development while ensuring that the quality of public infrastructure meets City Standards, and it is the preferred contract to utilize for this project.

A professional technical services contract is recommended with WSE Engineering Services Ltd., (as Consulting Engineer) for $173,383.15, to be paid by Owner. It is required by the City-Owner contract that Owner provide professional technical services for the project, as defined in the City Specifications and Standards.

Priorities & Foundational Principles:

Fiscal Responsibility & Sustainability
Housing Access

Policy Considerations & DEI Impact:

A City-Owner contract is a required part of the City-Owner Construction Program, which is designed to ensure that the installation of public infrastructure, within a private development or due to a private development, is constructed to City Standards.

Prior Legislative Actions & Community Engagement:

No prior legislative actions.

Fiscal & Resource Impact:
As required by the contracts, Owner has paid the City for the preparation of the City-Owner contract, and Owner will provide pre-payment to City for use in compensating Consulting Engineer for their services according to the professional technical services contract.

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

Prepared By:
Kyle Mittlieder

Attachments:
City-Owner Contract - Pebble Creek 6th - Project No. J5667

Exhibit - Pebble Creek 6th - Project No. J5667

Professional Technical Services Contract - Pebble Creek 6th - Project No. J5667

CITY-OWNER CONTRACT

THIS AGREEMENT ("Contract"), made this ____ day of _____, 2026, between the **City of Rochester,** a Minnesota municipal corporation, (hereinafter referred to as "City"), **DRP MN 3, LLC,** a Delaware limited liability company (hereinafter referred to as "Owner") and **S. R. Weidema, Incorporated**, a Minnesota corporation (hereinafter referred to as "Contractor"), and **WSE Engineering Services Ltd.**, a Minnesota corporation (hereinafter referred to as "Design Engineer"), and together Owner, Contractor and Design Engineer shall hereinafter collectively be referred to as the "Parties" under the general terms and conditions of this Contract.

WITNESSETH, THAT WHEREAS

1) Owner owns real property being platted as Pebble Creek Sixth (hereinafter referred to as the Property).

2) Owner is requesting permission to, at its own expense, construct public infrastructure or perform other private work within the public right-of-way or public easements lying within or abutting the Property, consistent with the approved civil construction plans **(R25-0085GF)** and specifications thereof prepared by Design Engineer, generally referred to as **"Public Improvements to Serve Pebble Creek Sixth – J5667"**, the plan cover sheet depicted for reference as attached Exhibit 'A', and hereinafter referred to as the "Project".

3) City is willing to grant Owner permission to perform the public improvements work for the Project, utilizing Contractor, at its own cost and expense (unless otherwise specifically noted herein), and subject to the terms and conditions herein, including full compliance with the approved civil construction plans for the Project (hereinafter referred to as "Project Plans"), and in adherence to the City's Standard Design Specifications.

NOW, THEREFORE, it is hereby mutually agreed between City and Parties as follows:

I. **OWNER'S SPECIFIC OBLIGATIONS.**

a) Owner's representative, **Tyler Mandler**, will serve as " Project Manager" for the Project. The Project Manager is responsible for all coordination of the work elements including Project close out.

b) Owner has by separate document retained the professional services of **Braun Intertec,** as ("Geotechnical Professional") to prepare a Geotechnical Report (hereinafter "Report") for the Project. Owner is obligated to make the results of said Report available to the City and its designees for the purpose of evaluating the design of the Project elements.

c) Owner shall oversee the Contractor's completion of all Project work elements by **September 26, 2026, (**hereinafter referred to as **"**Completion Date**")** and in a manner consistent with the approved Project Plans and in adherence with City Standard Design Specifications. Additionally Owner shall pay for all Project construction costs, including any scope of work changes that may be required to fulfill the conditions or intent of the Development Agreement, or any other agreement between the Owner, and City related to the Project or Project Property, or requirements of the City Ordinances, development conditions, or State or Federal requirements or provisions, and any changed working conditions (due to weather, soils, etc.). In the event the Project work elements are not completed by Completion Date, Owner and Contractor may be required by City to execute an Addendum to the Contract, and Owner may be obligated to reimburse City for additional costs incurred by the City related to additional observation and oversight by Design Engineer, as a result of the delay in completion of the Project work elements.

d) **WSE Engineering Services Ltd.**, a Minnesota corporation as "Observation & Oversight Engineer", has been retained by City, through a separate arrangement, to perform construction observation and oversight for the Project. Concurrent with Owner's execution of this Contract, Owner or Owner's representative shall pay to City the amount of **$173,383.15** representing Owner's financial obligation related to observation and oversight services for the Project that are to be performed by Observation & Oversight Engineer. Owner shall have no other financial obligation related to construction observation and oversight for the Project, subject to the work elements for the Project being completed by Completion Date, in the event the observation and oversight expenses for the Project, as documented by Observation and Oversight Engineer and approved by City, are less than the amount specified above and collected from Owner, City will reimburse Owner's representative who made initial payment, the net difference upon City's confirmation that all applicable expenses incurred by Observation & Oversight Engineer have been claimed, verified, and paid by City.

e) Owner shall not provide work direction or interfere with Observation & Oversight Engineer performing its duties related to the Project. In the event Owner has any concerns regarding Observation & Oversight Engineer's duties, Owner shall communicate directly with the City Engineer or his/her designee to resolve any concerns.

f) **Public Works Collected Development Charges.** Public Works collected development charges for J5667 Pebble Creek Sixth are calculated as follows, based on the terms of the Development Agreement:

West Zumbro Trunk Sewer Rate (TSR) charge
$18,371.29 per developable acre (2026 rate) x 43.16 developable acres*
(*calculated as 56.19 gross acres minus 13.03
acres being dedicated to the City as Outlots D & F) = **$792,904.88**

Water Availability Charge (WAC)
$3,759.26 per developable acre x 43.16 developable acres* = **$162,249.66**

Contribution for First Seal Coat
17,034 sq. yds. X $1.86 per sq yd = **$ 31,683.24**

Financial Obligation for Pedestrian Ramps
11 Combined Directional x $5,080.60 ea = $55,886.60
3 One-Way Directional x $2,036.56 ea
5 Mid-Block 5 ft wide x $2,036.56 ea = $10,182.80
Total for Pedestrian Ramps = **$ 68,105.96**

Financial Obligation for Street Signs
Owner shall pay for Street Signage @ x $95.87 per sq ft
x the square footage of street signs identified in the approved
Civil Plans for J5667.

Storm Water Management Plan Area Charge (SWMPAC)
Owner shall pay the applicable SWMPAC as calculated during Civil Plan approval for the Property.

Storm Water Management District Charge (SWMD)
Owner shall pay the applicable SWMD as calculated during Civil Plan approval for the Property.

Payment of development charges identified above are due within 30 days after invoicing, which will occur after a release has been issued allowing Owner to submit for Building Permit applications for lots within the Property.

g) **Owner acknowledges that all private sanitary sewer & water service connections being constructed as part of this development are NOT part of this Contract and that separate utility connection permit(s) and inspection(s) are required from Public Works prior to commencement of installation of the private utility services**

h) Failure to do everything required by this Contract, as it pertains to the Owner's obligations set forth in this Contract, may be used as a basis for denying Owner the opportunity to perform other projects within the City.

i) Unless all public drainage & utility easements, and right-of-way have previously been dedicated for all public infrastructure for the Project, Owner shall obtain all easements, at no cost to City, prior to City's execution of this Contract.

II. **CONTRACTOR'S REPRESENTATIONS.**

a) Contractor represents it has examined and carefully studied the Contract, approved Project Plans, City Standard Design Specifications, and all other data and reference items related to the Project.

b) Contractor represents it has visited the Property, conducted a thorough and alert visual examination of the Property and the adjacent areas, has become familiar with, and is satisfied as to the general, local, and Property conditions that may affect cost, progress, and performance of its work elements included in the Project.

c) Contractor represents it is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of its work elements included in the Project.

d) Contractor represents it has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Property and all drawings of physical conditions related to existing surface or subsurface structures at the Property that have been identified in the technical data in such reports and drawings; and (2) reports and drawings related to hazardous environmental conditions, if any, at or adjacent to the Property that have been identified in the technical data in such reports and drawings.

III. **CONTRACTOR SPECIFIC OBLIGATIONS.**

a) Contractor hereby covenants and agrees to furnish all materials, all necessary tools and equipment, and to do and perform all the work and labor necessary in the construction of the Project described herein, in accordance with Project Plans approved by the City Engineer, and in compliance with current year City of Rochester engineering standards and specifications incorporated into the Project Plans, and to do everything required by the contract documents. Contractor shall perform the work elements, and based on the approved Project Plans, and specifications, and as they may be amended based on any subsequently City-approved owner contract addendum(s). City shall not unreasonably withhold, condition or delay approval of any subcontractor. **Contractor acknowledges that all private sanitary sewer & water service connections being constructed as part of this development project are NOT part of this Contract and that separate utility connection permit(s) and inspection(s) are required from Public Works prior to commencement of installation of the private utility services.**

b) Safety. Contractor agrees to take all precautions necessary to protect the public against injuries, and keep danger signals at all places and at such times as the public safety may require.

c) Completion Date. The Contractor shall complete all of its Project work elements, except for warranty items that are subject to this Contract, to the satisfaction of City, on or before by Completion Date. Upon commencing specific work elements, Contractor shall complete all public improvements within the approved Project Plans for the Project, **within 117 working days (see attached estimated schedule Exhibit B for reference).** In the event Contractor's work elements have not been completed within this schedule, City may take action to resolve the outstanding items through whatever legal course it may deem appropriate, including but not limited to one or more of the following:

(1) City may record an affidavit of noncompliance indicating that the City will withhold the issuance of building permits until such time as the outstanding elements are completed;
(2) City may withhold future contracts with the Contractor;
(3) City may contact the bonding agents and take action against the performance bond for completion of the required elements;
(4) City may take such other legal action that it determines necessary to protect its interests.

d) Project Surety from Contractor. Contractor shall provide surety in an amount and in a form acceptable to City that accurately represents the estimated cost of the public improvements work to be performed by the Contractor.

(1) Prior to commencement of any work under this contract, Contractor shall furnish to City, performance and payment bonds executed by itself and a surety company authorized to do business in the State of Minnesota. Each bond shall be in the total sum of at least **$4,437,960.70** with the performance bond for use by City, and the payment bond for the benefit of all persons furnishing labor and materials for the purpose of this contract. Said bonds shall be conditioned as required by Minnesota Statutes, Section 574.26, and shall guarantee the performance of the contract in accordance with the approved Project Plans and specification and payment of all claims for the labor and materials, respectively.

(2) **If the bonds do not state on their face that they remain in full force and effect until the expiration of Contractor's one-year maintenance period, Contractor shall also provide a maintenance bond in the same amount, and with an effective date covering Contractor's maintenance period. If the Project completion date extends past the stated Completion Date, the Contract shall be amended through a City-Owner Contract Change Order, and if pavement will be placed in more than one calendar year, Contract shall provide amended Bonds that carry a two year maintenance and warranty period.**

(3) As a condition of performing work under this Contract, Contractor shall obtain surety from Owner in an amount and in a form it determines is adequate to guarantee Owner's payment to Contractor for all Project work elements performed by Contractor under the terms of this Contract **and may not later claim City has violated Minn. Stat. 574.26.** By execution of this Contract, Contractor agrees and shall hold City harmless from any and all claims Contractor may have for payment for work performed under this Contract. All work elements shall be performed by contractors and subcontractors licensed to perform those specific work elements.

(4) Sewer Lines. Where applicable, Contractor will install a sewer plug(s) at a location(s) designated by the City Engineer prior to connection of new sanitary sewer lines to existing City sewer lines. This/These plugs shall only be removed at the discretion of the City Engineer or his designee.

(5) Insurance. Contractor and Owner, at their own expense, shall procure and maintain for a duration not less than its maintenance and warranty period, one or more general liability insurance policies naming the City of Rochester as an additional insured, with combined bodily injury limits of at least $2,000,000/$4,000,000 and property damage limits of at least $500,000, and file such policies of insurance, or certificates of such insurance, with the City Clerk. Contractor and Owner further agree to maintain insurance on their vehicles and to maintain insurance on all vehicles in the performance of this contract with bodily injury limits of at least $2,000,000/$4,000,000 and property damage limits of at least $500,000, naming the City of Rochester as an additional insured, and to file a certificate or certificates of such automobile insurance with the City Clerk. The liability insurance policies of Contractor and Owner shall be primary to any liability insurance maintained by the City. Contractor and Owner shall also file with the City Clerk certificate(s) indicating insurance is in effect for workers' compensation. In the event that all or a portion of the work contemplated by this Contract shall be done by Contractor through subcontractors, it shall be the responsibility of Contractor to determine and require that such subcontractors maintain automobile and worker's compensation insurance, as set forth above, and that certificates to this effect are filed with the City Clerk. Contractor shall also ensure that its subcontractors are aware of and abide by the provisions of the City Owner Contract Inspections and Approvals requirements. All policies of insurance shall be endorsed indicating that in the event of cancellation or termination of any insurance above described, City of Rochester is to receive thirty days' written notice of the insurance company or companies' intention to cancel or terminate any policy, policies, or any portion thereof. If any insurance certificate indicates the policy will expire prior to the end of the

maintenance period, Contractor and Owner, shall provide new certificate(s) of insurance prior to the expiration date indicated on the original certificate(s), and in any event shall maintain insurance during such maintenance period.

(6) Failure to do everything required by this Contract may be used as a basis for denying Contractor the opportunity to construct other public improvement projects within the City of Rochester.

IV. **DESIGN ENGINEER'S SPECIFIC OBLIGATIONS.**

a) Standard of Care. In performance of its duties, Design Engineer shall maintain its ethical and legal duty of a professional to exercise the level of care, diligence, and skill prescribed in the code of practice of his or her profession, or as other professionals in the same discipline would in the same or similar circumstances.

b) Design Engineer shall maintain Errors & Omissions Insurance for all of its design, plan and specification preparation, and record drawings related to the Project. The minimum aggregate coverage shall be not less than $1,000,000.00.

c) Design Engineer shall provide record drawings for all Project related public infrastructure and critical grading elements. Said record drawings shall be provided to City in a format acceptable to the City Engineer.

d) Failure to do everything required by this Contract may be used as a basis for denying Design Engineer the opportunity to perform other engineering services for public infrastructure within the City of Rochester.

V. **CONTRACT DOCUMENTS.** The contract documents for the Project, which are made a part hereof to the same extent as if fully set forth herein, consist of this Contract, the approved Project Plans and the City of Rochester's Standards for Street and Utility Construction in effect at the time of contract execution, all of which are incorporated herein by reference. Work shall not commence on the Project until the Project Plans have been approved and these approved Project Plans and specifications for the Project are on file with the City Engineer. An on-site meeting between Owner, Contractor, Design Engineer, Observation & Oversight Engineer, and City's representative shall be held prior to commencing work on the Project, to discuss project scope, erosion control, and general schedule.

VI. **CITY ACCEPTANCE, MAINTENANCE, OWNERSHIP.** City accepts no responsibility for the maintenance of the Project elements until such work is certified by Observation & Oversight Engineer and is subsequently accepted by City. When accepted by City, the Project elements shall become the property of City without any further acts or deeds of Owner, except that Contractor guarantees and agrees to maintain the stability of all work done and materials furnished and installed pursuant to this contract for the duration established by this Contract. City's Acceptance of the work shall be memorialized by the City Engineer's execution of a separate City Acceptance

(an example Acceptance is provided for reference on the attached Exhibit C). City Engineer may accept Owner's, Design Engineer's, or Contractor's work independent of the completion of the remaining Parties' obligations.

VII. **NON-ACCEPTANCE.** Owner and / or Contractor, within 14 days after receiving notice from City or its agent, that the Project, or a portion thereof, has not been constructed in accordance with City specifications or has not been accepted, or that a warranty claim is being made, shall perform such work identified as needing completion or correction within a schedule approved by the City.

VIII. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed by all Parties that Owner, Contractor, Design Engineer, and Observation & Oversight Engineer are independent contractors and all persons employed by said Parties in the performance of any work or services required or provided for herein shall not be considered employees of City for any purpose whatsoever, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, and any and all such claims and any act or omission on the part of any party's employees while engaged in any work or services under this Contract shall in no way be the obligation or responsibility of City.

IX. **COMPLIANCES.** In connection with the administration and performance of the work authorized by this Contract, Owner, Contractor, Design Engineer shall comply and cause its agents and employees to comply with all federal, state and local laws, together with all ordinances and regulations applicable to this Contract and the work to be performed hereunder.

X. **CONFLICT OF INTEREST.** For the construction of these public facilities **Design Engineer** and **Observation & Oversight Engineer** may be required to provide professional services to Owner and to City under a separate Contract for Professional Services. City and Owner understand this relationship and waive any right to claim that services provided by **Design Engineer** and **Observation & Oversight Engineer,** create a conflict of interest for any purpose.

XI. **HOLD HARMLESS.** Owner agrees to defend and hold harmless City, its officials, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the negligent or otherwise tortious activities of Owner, its agents who are not Parties to this Contract, or employees under this Contract. Owner agrees to defend and pay all costs in defending these claims, including attorney's fees.

Contractor agrees to defend, indemnify and hold harmless City, its officials, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the negligent or otherwise tortious activities of Contractor or its subcontractors, agents, or employees under this Contract. Contractor agrees to defend and pay all costs in defending these claims, including attorney's fees.

Design Engineer agrees to indemnify and hold harmless City, its officials, officers, agents, and employees from all claims, suits, or actions resulting from or arising out of the negligent activities of Design Engineer or its subcontractors, agents, or employees under this Contract. Design Engineer agrees to reimburse all costs of these claims, including attorney's fee.

XII. **WAIVER**. The failure of City to enforce any provisions of this contract shall not constitute a waiver by City of that or any other provision.

XIII. **MERGER CLAUSE**. This Contract constitutes the final expression of the Parties' agreement, and the complete and exclusive statement of the terms agreed upon. This instrument supersedes all prior negotiations, understandings, agreements, and representations. There are no oral or written understandings, agreements, or representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by the Parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

XIV. **CONCURRENCE**. By executing this Contract, Owner, Contractor, and Design Engineer acknowledge that he/she: (a) enters into and executes this Contract knowingly, voluntarily and willingly of their own volition with such consultation with legal counsel as they deem appropriate; (b) have had a sufficient amount of time to consider this Contract's terms and conditions, and to consult an attorney before signing this Contract; (c) have read and understands all of its terms, appreciates the significance of those terms and has made the decision to accept them as stated herein; and (d) have not relied upon any representation or statement not set forth herein. All Parties wish to avoid any development or administrative delays associated with a legal challenge to any of the terms of this Contract. Notwithstanding any provision in this Contract to the contrary, this clause will survive the termination or expiration of this Contract.

XV. **SUBSTITUTION**. Owner shall not substitute Contractor identified herein without the prior written consent of the City Engineer and formal Contract amendment signed by all Parties. Contractor acknowledges that it is bound by the terms of this Contract and is obligated to perform the required work in a professional and workmanlike manner through the use of its own staff and/or sub-consultants.

XVI. **EXECUTION IN COUNTERPARTS**. This Contract may be executed in any number of counterparts by the different Parties hereto on separate signature pages, and all such counterparts taken together shall be deemed to constitute one and the same Instrument.

XVII. **GOVERNING LAW.** The formation, interpretation, and performance of this Contract will be governed by, and construed in accordance with the laws of the State of Minnesota, regardless of any conflict of law provisions that would require application of the laws of any other jurisdiction.

XVIII. **JURISDICTION AND VENUE**. The appropriate venue and jurisdiction for any litigation in state court hereunder shall be heard in District Court in Olmsted County, Minnesota. The appropriate venue and jurisdiction for any litigation in federal court involving the Parties and this Contract will be in the appropriate federal court in the State of Minnesota.

XIX. **COMMENCEMENT OF WORK.** Work under this contract shall not commence until such time all public Water Main Utility Easements have been dedicated to City, the Contract documents are fully executed, the Project Plans are approved, and Contractor has received a written Notice to Proceed from City.

XX. **CONSTRUCTION CONTRACT.** Owner and Contractor agree that the Project is part of the Work to be completed pursuant to the Construction Contract. Contractor and Owner agree that the terms of the Construction Contract shall apply to the Project to be completed pursuant to this Contract.

[Signature Pages Follow]

IN WITNESS WHEREOF, the City and Parties have caused this Contract to be duly executed.

CITY:

CITY OF ROCHESTER, MINNESOTA,
a Minnesota municipal corporation

BY _____
Kim Norton, Mayor

Dated _____, 2026

ATTEST: _____
Ann Kasel, City Clerk

Dated _____, 2026

OWNER:

DRP MN 3, LLC,
a Delaware limited liability company

By: _____

Its: _____

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this_____day of _____, 2026, by_____, the _____of **DRP MN 3, LLC,** a Delaware limited liability company, and who is personally known by me to be the person who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed and on behalf of the company.

_____
Notary Public

ACKNOWLEDGEMENT OF LIMITED LIABILITY
COMPANY AUTHORIZATION SIGNATURE FOR OWNER

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2026, before me

appeared _____, to me personally known, who being by me duly
(Name of Officer)

sworn, did say that they are the _____, of
(Title)

_____, _____
(Name of Company), (Address)

_____, _____, a limited liability company, who has
(City & State) (Zip Code)

indicated the they are authorized under the articles of organization or operating agreement to execute the attached instrument for and on behalf of the limited liability company, and that they hereby execute said instrument for and on behalf of the limited liability company.

_____
Notary Public

County: _____

My Commission Expires: _____

CONTRACTOR:

S. R. Weidema, Incorporated,
a Minnesota corporation

By _____

Its _____

STATE OF MINNESOTA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this_____day of _____, 2026, by_____, the _____, of **S. R. Weidema, Incorporated**, a Minnesota corporation, known by me to be the person who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed and on behalf of the corporation.

_____
Notary Public

County: _____

My Commission Expires: _____

AKNOWLEDGEMENT OF CORPORATION AUTHORIZATION SIGNATURE FOR CONTRACTOR

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2026, before me

appeared _____, to me personally known, who being
(Name of Officer)

by me duly sworn, did say that they are the _____ of

_____, _____,
(Name of Corporation) (Address)

_____, _____, a corporation; and that said
(City & State) (Zip Code)

instrument was executed on behalf of said corporation by authority of its Board

of Directors; and that said _____ acknowledged execution
(Name of Officer)

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

_____
Notary Public

County: _____

My Commission Expires: _____

DESIGN ENGINEER:

WSE Engineering Services Ltd.,
a Minnesota corporation

By _____

Its _____

STATE OF MINNESOTA)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by_____, the _____ of **WSE Engineering Services Ltd.**, a Minnesota corporation, and who is personally known by me to be the person who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed and on behalf of the corporation.

_____
Notary Public

County: _____

My Commission Expires: _____

AKNOWLEDGEMENT OF CORPORATION
AUTHORIZATION SIGNATURE FOR DESIGN ENGINEER

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2026, before me

appeared _____, to me personally known, who being
(Name of Officer)

by me duly sworn, did say that they are the _____ of

_____, _____,
(Name of Corporation) (Address)

_____, _____, a corporation; and that said
(City & State) (Zip Code)

instrument was executed on behalf of said corporation by authority of its Board

of Directors; and that said _____ acknowledged execution
(Name of Officer)

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

_____
Notary Public

County: _____

My Commission Expires: _____

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

EXHIBIT A
Reference drawing of J5667 Civil Plan Cover Sheet

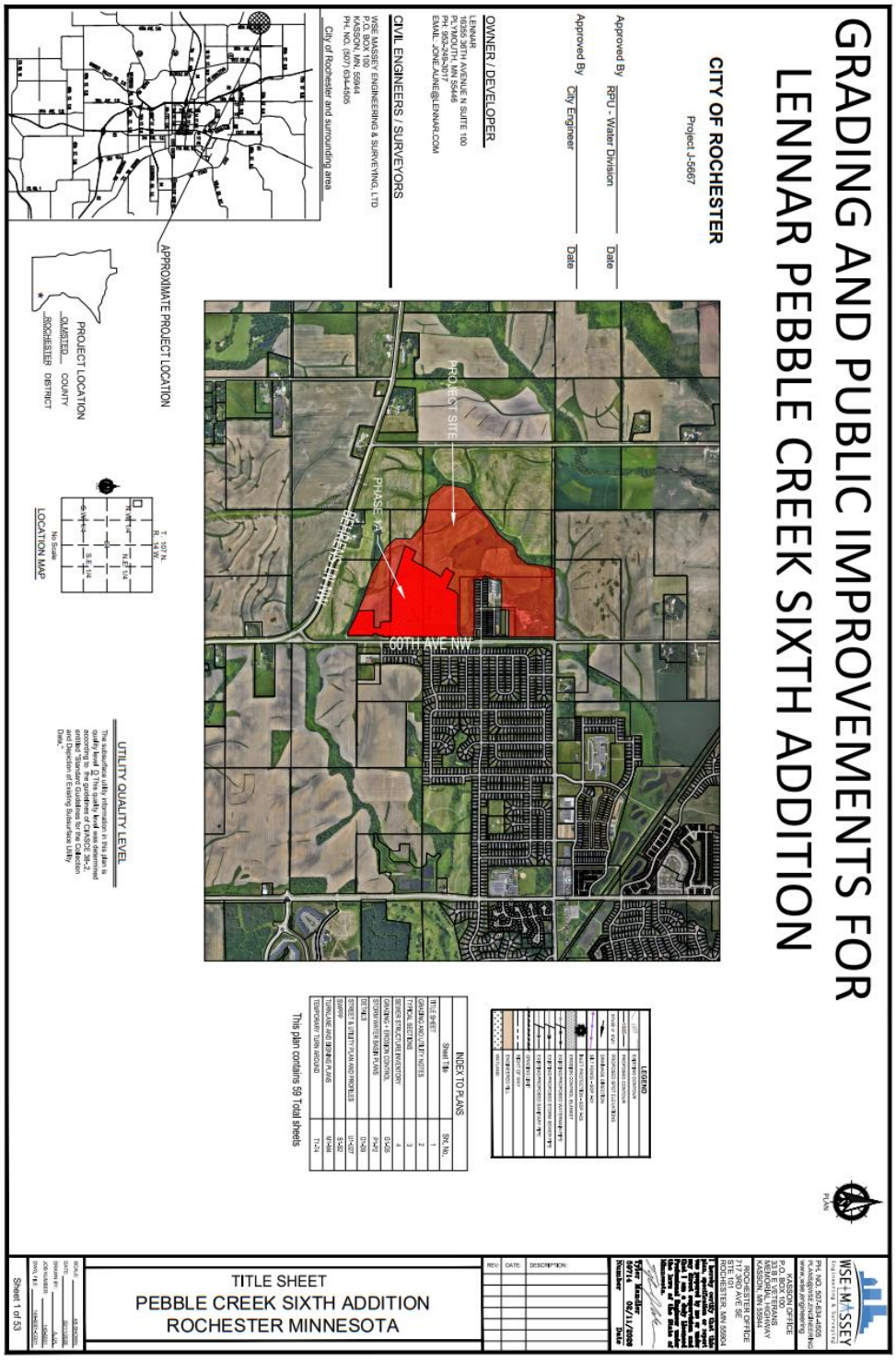
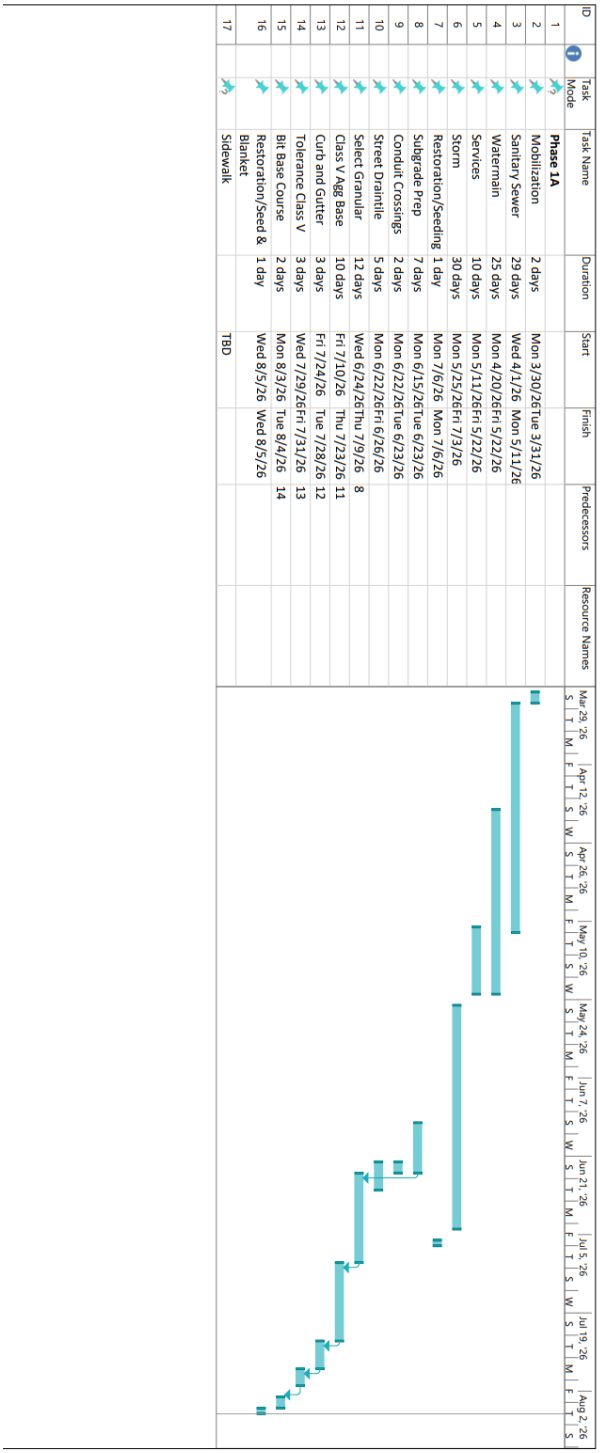


EXHIBIT B

Contractor's Estimated Work Schedule for J5667



ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		**Phase 1A**					
2		Mobilization	2 days	Mon 3/30/26	Tue 3/31/26		
3		Sanitary Sewer	29 days	Wed 4/1/26	Mon 5/11/26		
4		Watermain	25 days	Mon 4/20/26	Fri 5/22/26		
5		Services	10 days	Mon 5/11/26	Fri 5/22/26		
6		Storm	30 days	Mon 5/25/26	Fri 7/3/26		
7		Restoration/Seeding	1 day	Mon 7/6/26	Mon 7/6/26		
8		Subgrade Prep	7 days	Mon 6/15/26	Tue 6/23/26		
9		Conduit Crossings	2 days	Mon 6/22/26	Tue 6/23/26		
10		Street Drainage	5 days	Mon 6/22/26	Fri 6/26/26		
11		Select Granular	12 days	Wed 6/24/26	Thu 7/9/26	8	
12		Class V Agg Base	10 days	Fri 7/10/26	Thu 7/23/26	11	
13		Curb and Gutter	3 days	Fri 7/24/26	Tue 7/28/26	12	
14		Tolerance Class V	3 days	Wed 7/29/26	Fri 7/31/26	13	
15		Bit Base Course	2 days	Mon 8/3/26	Tue 8/4/26	14	
16		Restoration/Seed & Blanket	1 day	Wed 8/5/26	Wed 8/5/26		
17		Sidewalk		TBD			

EXHIBIT C
Blank Example of Engineer's Certification of Acceptance

Department of Public Works
City of Rochester, Minnesota
ENGINEER'S CERTIFICATION OF ACCEPTANCE

To: THE COMMON COUNCIL
City of Rochester
c/o City Engineer
201 4th Street SE, Room 135
Rochester, MN 55904

Project Name _____ (J _____)
Description / Location

PART 1 To be submitted by Project Engineer upon completion of Project

The undersigned has supervised and inspected the construction work in the contract dated _____ (Date of Award or Council Action) between the City of Rochester and _____

I hereby certify to the best of my knowledge that the construction has been completed in conformance with the Plans and Specifications and recommend _____ as the date of "Substantial Completion".

Signature: _____ Date: _____
Project Engineer

Firm Name: _____

PART 2 For Action by Department of Public Works

Based on the Project Engineer's recommendation and other project information, I hereby recommend _____ as the "DATE OF ACCEPTANCE – and the BEGINNING of "ONE YEAR MAINTENANCE PERIOD" be APPROVED; and recommend commencement of the One Year Period of maintenance and repair by the Contractor as provided in the "General Conditions of the Contract" Sections 1008.3 and 1008.4.

_____ _____ _____ _____
Infrastructure Technician Date Water Resources Manager Date

The above report and recommended "DATE OF ACCEPTANCE / BEGIN ONE YEAR MAINTENANCE PERIOD" are hereby APPROVED.

Signature: _____ Date: _____
City Engineer

PART 3 For Action by Public Works After One Year Maintenance Period

The above referenced project has been reviewed by _____ of the Department of Public Works on (Date) _____

The requirements of the one year maintenance period have been fulfilled and work on the Project has been found to be in substantial conformance with the Plans and Specifications.

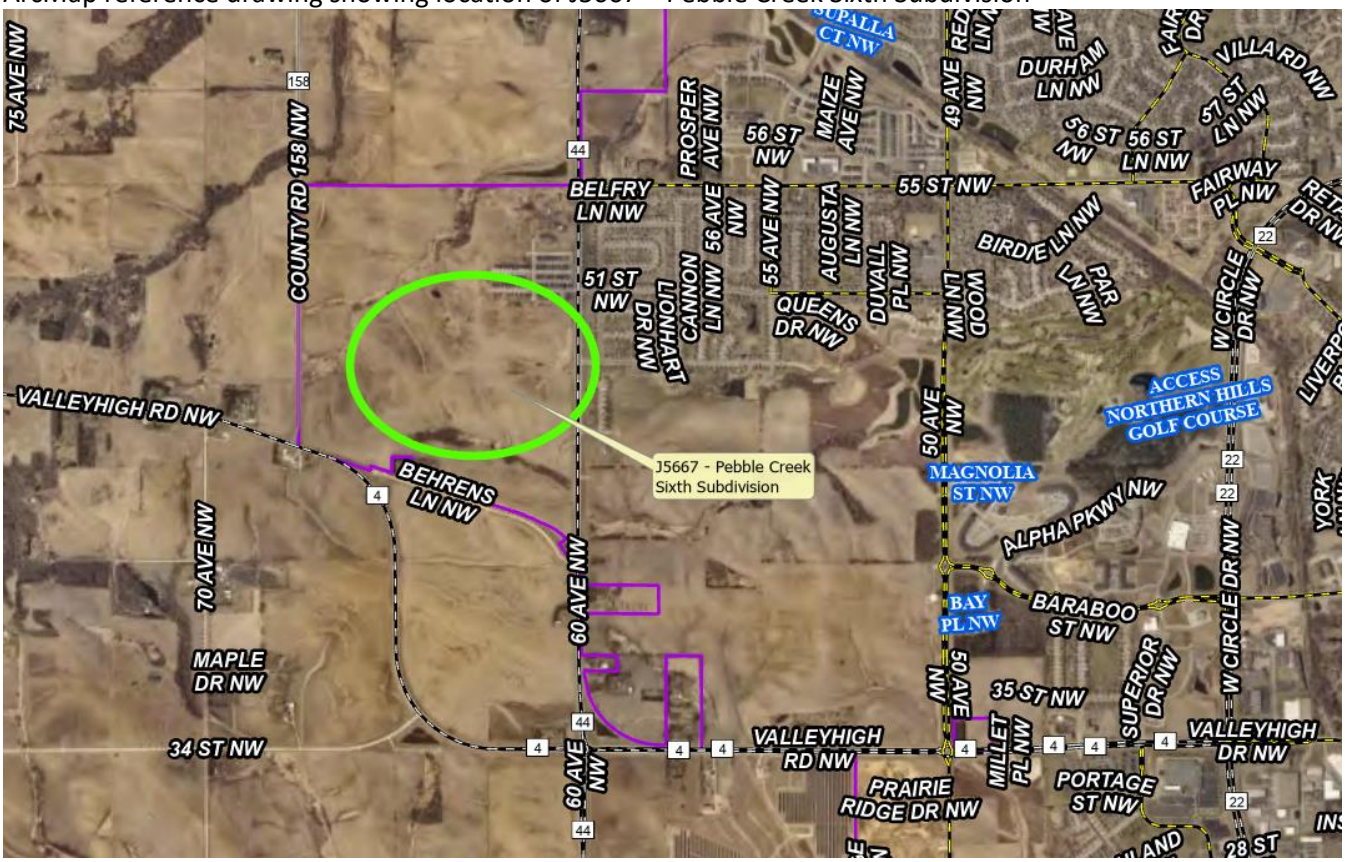
This Project is recommended for FINAL ACCEPTANCE by the City of Rochester.

Signature: _____ Date: _____
Water Resources Manager

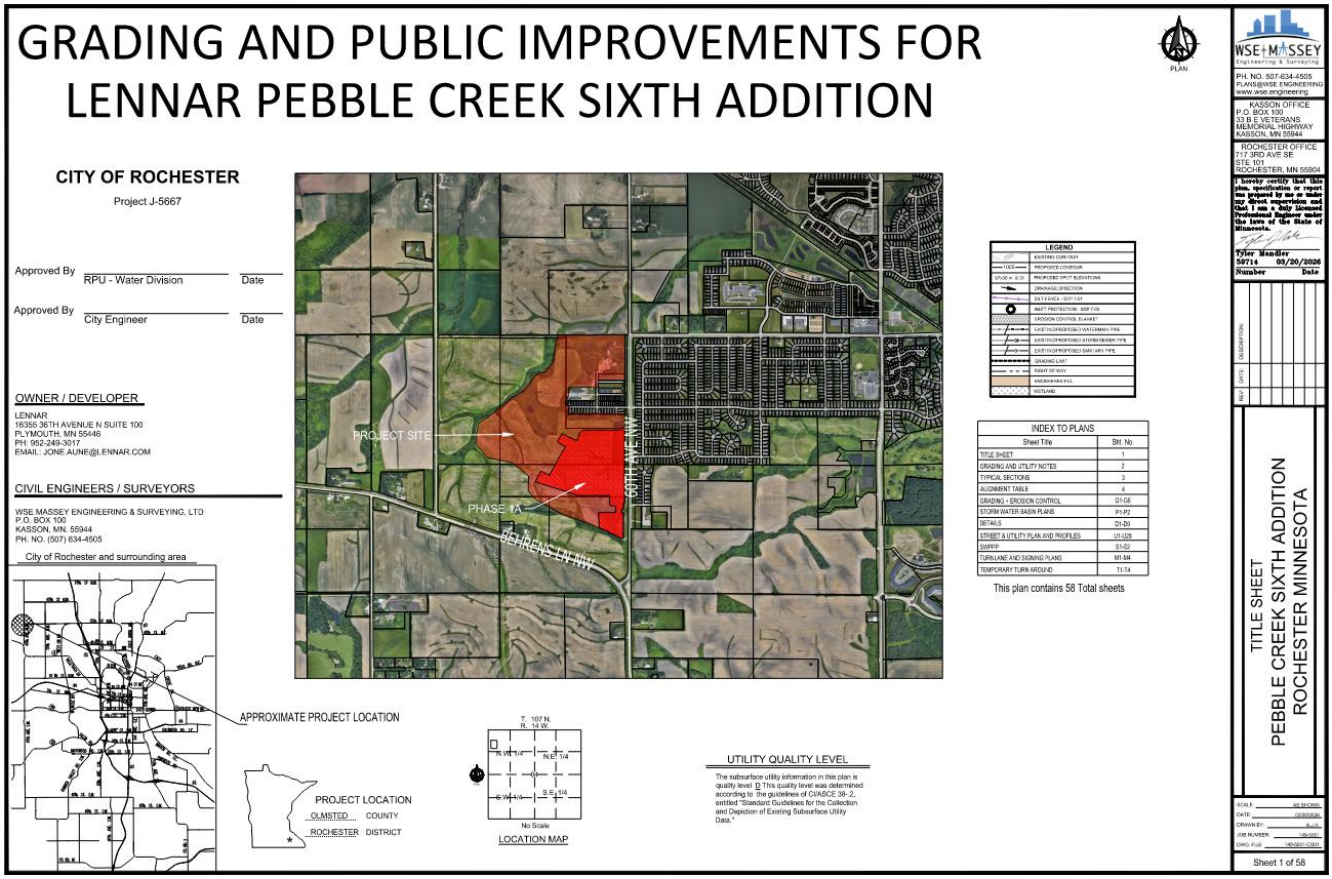
Signature: _____ Date: _____
City Engineer

Copies to: City Clerk (Original)
Contractor
City Engineer, Developer / Owner, City Street Superintendent
Consulting Engineer, FHA – If requested by Owner

ArcMap reference drawing showing location of J5667 – Pebble Creek Sixth Subdivision



Plans cover sheet for J5667 – Public Improvements to Serve Pebble Creek Sixth Subdivision



GRADING AND PUBLIC IMPROVEMENTS FOR
LENNAR PEBBLE CREEK SIXTH ADDITION

CITY OF ROCHESTER
Project J-5667

Approved By _____ Date
RPU - Water Division

Approved By _____ Date
City Engineer

OWNER / DEVELOPER
LENNAR
16355 36TH AVENUE N SUITE 100
PLYMOUTH, MN 55446
PH: 952-249-3017
EMAIL: JONE.AUNE@LENNAR.COM

CIVIL ENGINEERS / SURVEYORS
WSE MASSEY ENGINEERING & SURVEYING, LTD
P.O. BOX 100
KASSON, MN. 55944
PH. NO. (507) 634-4505

City of Rochester and surrounding area

APPROXIMATE PROJECT LOCATION

PROJECT LOCATION
OLMSTED COUNTY
ROCHESTER DISTRICT

LOCATION MAP

UTILITY QUALITY LEVEL
The subsurface utility information in this plan is quality level D This quality level was determined according to The guidelines of CI/ASCE 38-2, entitled "Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data."

PROJECT SITE
PHASE 1A
60TH AVE NW
BEHRENS LN NW

LEGEND

INDEX TO PLANS

Sheet Title	Sht. No.
TITLE SHEET	1
GRADING and UTILITY NOTES	2
TYPICAL SECTIONS	3
ALIGNMENT TABLE	4
GRADING + EROSION CONTROL	G1-G6
STORM WATER BASIN PLANS	P1-P2
DETAILS	D1-D3
STREET & UTILITY PLAN and PROFILES	U1-U28
SWPPP	S1-S2
TURNLANE AND SIGNING PLANS	M1-M4
TEMPORARY TURN AROUND	T1-T4

This plan contains 58 Total sheets

WSE MASSEY Engineering & Surveying
PH. NO. 507-634-4505
PLANS@WSE.ENGINEERING
www.wse.engineering
KASSON OFFICE
P.O. BOX 100
33 B E VETERANS MEMORIAL HIGHWAY
KASSON, MN 55944
ROCHESTER OFFICE
717 3RD AVE SE
STE 101
ROCHESTER, MN 55904

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Minnesota.
Tyler Mandler
59714 09/20/2024
Number Date

TITLE SHEET
PEBBLE CREEK SIXTH ADDITION
ROCHESTER MINNESOTA

Sheet 1 of 58

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

CONTRACT FOR PROFESSIONAL TECHNICAL SERVICES

City Owner Project Title: Pebble Creek Sixth Addition
Project Number: J-5667
Accounting Information:

This Contract is between the City of Rochester, MN(City) and WSE Massey Engineering & Surveying a Minnesota ("ENGINEER");

Name: Tyler Mandler
Street: 717 3rd Ave SE Suite 101
City: Rochester MN 55904
Email: tyler@wse.engineering

WHEREAS, CITY does not have available necessary and / or qualified personnel to conduct the services as described herein; and

WHEREAS, ENGINEER represents that it is qualified (per qualification in City Spec. 1014.3) and agrees to perform all services described in this Contract consistent with City Spec. 1014.3.

NOW, THEREFORE it is agreed that ENGINEER will perform the work under this Contract in a manner consistent with the Special and General Conditions and any other conditions which are attached hereto and incorporated herein.

Effective Date: April 7, 2026 Expiration Date: September 26, 2027

IN WITNESS WHEREOF, the parties have executed this contract intending to be bound.

(Signature Page Follows)

ENGINEER

By: _____ Date: 3/25/26

Title: Secretary

This instrument was acknowledged before me this 25th day of March, 2026

by Tyler Mandler the secretary of WSE Engineering Services, Ltd

a Corporation who is authorized and who signs on behalf of the "S" corporation

Rebecca Marie Zieman
Notary Public
Minnesota
My Commission Expires Jan. 31, 2031

(Notary Seal)

_____
Notary Public

CITY OF ROCHESTER

By: _____ Date: _____
Kim Norton, Mayor

Attest: _____ Date: _____
Ann Kasel, City Clerk

Approved as to Form & Execution:

_____ Date: _____
Michael Spindler-Krage, City Attorney

4001 West River Parkway NW, STE 100, Rochester, MN 55901-7090 Phone: 507-328-2400 Fax: 507-328-2401 www.rochestermn.gov

ACKNOWLEDGEMENT OF CORPORATION

AUTHORIZATION SIGNATURE

STATE OF Minnesota

COUNTY OF Olmsted

On this 25th day of March, 20 26, before me appeared Tyler Mandler (Name of Officer), to me personally known, who being by me duly sworn, did say that he/she is the Secretary of WSE Engineering Services, Ltd (Name of Corporation) 717 3rd Ave SE Suite 101, Rochester (Address), Rochester MN (City & State), 55904 (Zip Code), a corporation; and that said instrument was executed on behalf of said corporation by authority of its Board of Directors; and that said Tyler Mandler (Name of Officer) acknowledged execution of said instrument to be the free act and deed of said corporation.

Rebecca Marie Zieman
Notary Public
Minnesota
My Commission Expires Jan. 31, 2031

Notary Public

County: Olmsted

My Commission Expires: Jan. 31, 2031

4001 West River Parkway NW, STE 100, Rochester, MN 55901-7090 Phone: 507-328-2400 Fax: 507-328-2401 www.rochestermn.gov

SPECIAL CONDITIONS

ARTICLE 1 **TERM OF CONTRACT**

Effective Date:	April 7, 2026
Expiration Date:	September 26, 2027

ARTICLE 2 **SCOPE OF WORK**

A. Detailed Scope of Work: Attach Task / Scope List from ENGINEER.
B. Construction Schedule: Attach Construction schedule breakout from CONTRACTOR.
C. General Conditions: Attach General Conditions document.

ARTICLE 3 **CONSIDERATION OF PAYMENT**

Consideration for all services performed by ENGINEER, as defined by this contract, will be paid by CITY on an hourly, fee schedule basis, for the following items:

Activity	Level of Inspection	Time (%)
Site Clearing & Grubbing	Part Time	25%
General Site Grading & Excavation	Part Time	25%
Underground Utility Work and Trench Compaction	Full Time	100%
Street Subgrade Preparation /Compaction	Full Time	100%
Aggregate Base Placement	Part Time	50%
Aggregate Base compaction / proof roll test	Full Time	100%
Curb and Gutter Preparation	Part Time	50%
Curb & Gutter string line check / verification	Full Time	100%
Curb / Gutter pouring	Full Time	100%
Bituminous non-wear	Full Time	100%
Bituminous wear placement	Full Time	100%
Concrete street placement	Full Time	100%
All required stage testing of piping, subgrade,base	Full Time	100%
Site Erosion and Sediment Control (ESC) - Site Management	Part Time	25%
Stormwater Facilities – Public Ponds and Stormwater Conveyances	Full Time	100%
Project Administration – PreCon, Record DWGs, Project Management	As Required	As Required
Warranty Inspections	As Required	As Required
Other Activities as directed by Engineer or City	As Required	As Required

TOTAL CONTRACT AMOUNT: $ 173.383.15

ARTICLE 4 **ENGINEER'S PERSONNEL**

ENGINEER Key Personnel:

Name: Jacob James Title: Inspector
Address: 717 3rd Ave SE Suite 101 Roch Phone: 507-459-9407
Email: jake@wse.engineering Responsibility: Inspection

ENGINEER shall notify the CITY if any change in Key Personnel occurs during the contract term.

ARTICLE 5 **CITY'S AUTHORIZED AGENT / PROJECT MANAGER**

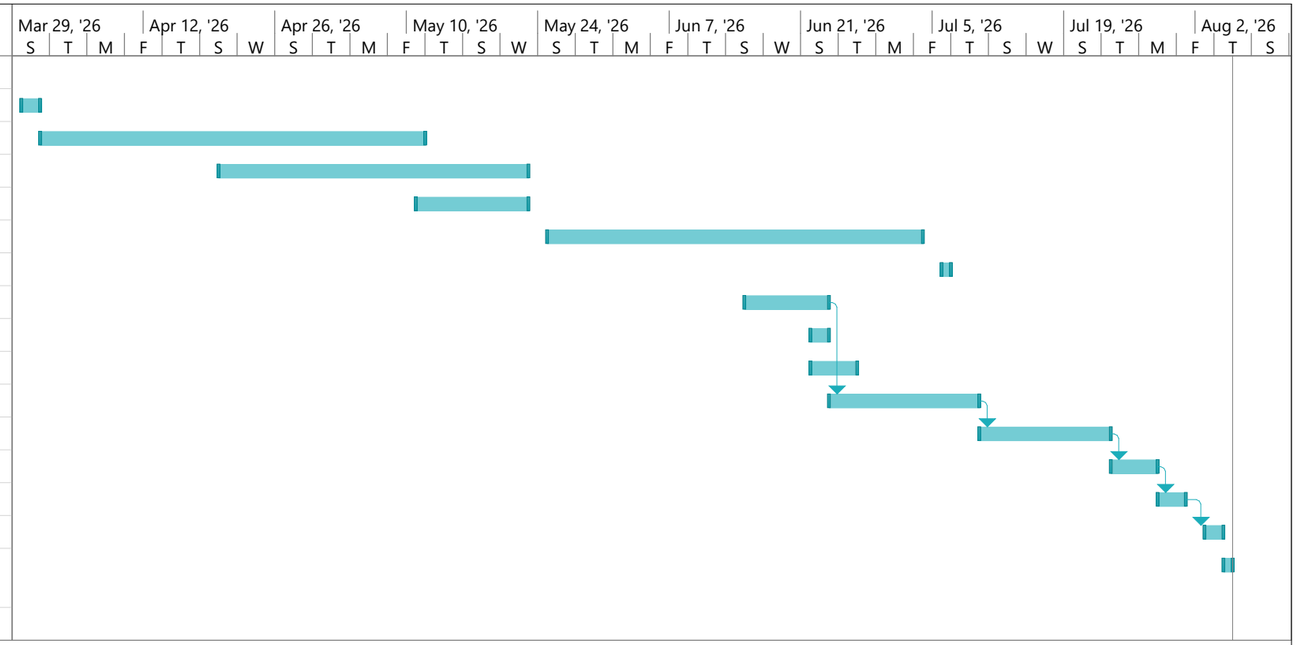
CITY'S Authorized Agent, or Project Manager will be:

Name: Mark Baker Title: Land Development Mgr.
Address: 201 4th Street S.E., Rm 108, Rochester, MN55904 Phone: (507)-328-2427
Email: mbaker@rochestermn.gov Responsibility: Project Mngr.

CITY'S Authorized Agent will have authority to accept or reject ENGINEERs services and deliverables. If such services and deliverables are acceptable and satisfactory, the CITY'S Authorized Agent will certify each invoice submitted for payment by the Engineer.

Schedule Estimated Days	ENGINEERING SERVICES: CONSTRUCTION OBSERVATION & OVERSIGHT TASKS	OVERSIGHT COVERGE (%)	AVERAGE DAY (Hrs)	CONTRACT HOURS	TASK COST
29	SANITARY SEWER & SERVICES	100%	10	290	$48,720.00
25	WATERMAIN & SERVICES	100%	10	250	$42,000.00
30	STORM SEWER	100%	10	300	$28,500.00
0	SUBDRAIN (Concurrent with Storm)	100%	10	0	$0.00
25	ROADWAY AGGREGATE BASE	50%	10	125	$11,875.00
3	CONCRETE CURB & GUTTER	100%	10	30	$2,850.00
2	BITUMINOUS BASE PAVING	100%	10	20	$1,900.00
1	SEEDING & RESTORATION	25%	10	2.5	$237.50
2	BITUMINOUS WEAR PAVING	100%	10	20	$1,900.00
-	PROJECT OVERSIGHT (7.5%)	As Needed	-	78	$13,104.00
-	AS-BUILT DOCUMENTATION	As Needed	-	24	$3,156.00
-	WARRANTY PERIOD AND PROJECT CLOSEOUT	As Needed	-	24	$4,032.00
-	MATERIAL TESTING	As Needed	-		$15,108.65
TOTAL DAYS = 117			**TOTAL HOURS = 1163.5**	**TOTAL COST =**	**$173,383.15**

ID	Task Mode	Task Name	Duration	Start	Finish	Predecessors	Resource Names
1		**Phase 1A**					
2		Mobilization	2 days	Mon 3/30/26	Tue 3/31/26		
3		Sanitary Sewer	29 days	Wed 4/1/26	Mon 5/11/26		
4		Watermain	25 days	Mon 4/20/26	Fri 5/22/26		
5		Services	10 days	Mon 5/11/26	Fri 5/22/26		
6		Storm	30 days	Mon 5/25/26	Fri 7/3/26		
7		Restoration/Seeding	1 day	Mon 7/6/26	Mon 7/6/26		
8		Subgrade Prep	7 days	Mon 6/15/26	Tue 6/23/26		
9		Conduit Crossings	2 days	Mon 6/22/26	Tue 6/23/26		
10		Street Draintile	5 days	Mon 6/22/26	Fri 6/26/26		
11		Select Granular	12 days	Wed 6/24/26	Thu 7/9/26	8	
12		Class V Agg Base	10 days	Fri 7/10/26	Thu 7/23/26	11	
13		Curb and Gutter	3 days	Fri 7/24/26	Tue 7/28/26	12	
14		Tolerance Class V	3 days	Wed 7/29/26	Fri 7/31/26	13	
15		Bit Base Course	2 days	Mon 8/3/26	Tue 8/4/26	14	
16		Restoration/Seed & Blanket	1 day	Wed 8/5/26	Wed 8/5/26		
17		Sidewalk		TBD			



Project: Pebble Creek Prelimina
Date: Thu 3/12/26

Task	Project Summary	Manual Task	Start-only	Deadline
Split	Inactive Task	Duration-only	Finish-only	Progress
Milestone	Inactive Milestone	Manual Summary Rollup	External Tasks	Manual Progress
Summary	Inactive Summary	Manual Summary	External Milestone	

GENERAL CONDITIONS

ARTICLE 1 TERM OF CONTRACT, OBLIGATIONS

A. This Contract will be effective upon the later of the date set in the Special Conditions or upon execution and approval by both parties. This Contract will remain in effect until the Expiration Date set in the Special Conditions or until all obligations set forth in this Contract have been fulfilled.

B. For delays encountered that are beyond ENGINEER's control, and upon written request from ENGINEER, the CITY's Authorized Agent may extend the Work Completion Date established in the Special Conditions of this Contract. The length of such time extension will be determined by the CITY's Authorized Agent.

C. It will be ENGINEER's responsibility to reasonably notify CITY's Authorized Agent, in writing, if ENGINEER has reason to believe the project will not be completed as scheduled. CITY's Authorized Agent will have the authority to adjust the schedule and final cost associated with such delays, as provided in these General Conditions.

D. Engineer shall furnish all materials, all necessary tools and equipment, and perform all work and labor necessary to determine Contractor's compliance with the construction of the Project consistent with City design specifications and consistent with the approved civil construction plans for the Project.

E. CITY recognizes that ENGINEER provided services to the Owner under a City-Owner contract authorizing the construction of the public facilities for which construction inspection and observation services are being requested. CITY waives any and all conflict of interest rights against ENGINEER relative to this arrangement.

ARTICLE 2 GOVERNING LAW, JURISDICTION, AND VENUE

A. This Contract shall be governed by and construed in accordance with the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Contract will be in the applicable state or federal court with competent jurisdiction in Olmsted County and Minnesota respectively.

ARTICLE 3 TERMS OF GENERAL CONDITIONS

A. Any and all provisions of these General Conditions will remain in force unless they are specifically and deliberately canceled or modified by the Special Conditions of this Contract.

B. To the extent of any inconsistencies between the Special Conditions and these General Conditions, the Special Conditions will control. Minnesota Law supersedes any of the Special Conditions or General Conditions set forth in this Contract.

ARTICLE 4 TERMS OF PAYMENT

A. Subject to the provisions of the Special Conditions, all services performed and deliverables satisfactorily supplied by ENGINEER pursuant to this Contract will be paid by CITY. Compensation will be in accordance with the Special Conditions, ARTICLE 3, "Consideration of Payment".

B. If it appears at any time that ENGINEER will exceed the Total Contract Amount stated in the Special Conditions of this Contract, ENGINEER must notify CITY's Authorized Agent in writing in a timely manner. ENGINEER may not be compensated for work performed in excess of the Total Contract Amount without a written, and fully executed, amendment to the Contract. Any work performed beyond that identified in this Contract without a prior written amendment signed by CITY may be deemed voluntary and ENGINEER may not be entitled to compensation for the extra work.

C. If ENGINEER claims any instructions, latent conditions, or other conditions exist that require extra cost under this Contract, ENGINEER must make claim for any extra cost incurred in writing within 20 Calendar days after such instruction or observance of conditions. Latent conditions are conditions not anticipated by the Special Conditions of this Contract. Any claim made after this time may be refused and no claim will be valid unless so made. Any work performed under an

amendment to this Contract that has not been properly approved and executed by the parties will be performed at ENGINEER's own risk.

D. Reimbursement for travel and subsistence expenses actually and necessarily incurred by ENGINEER as a result of performance of this Contract must not exceed the amount defined in the Special Conditions. ENGINEER may be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Mn/DOT Travel Regulations", and identified in Special Conditions, Article 3.

ARTICLE 5 PROCEDURE FOR PAYMENT

A. Payments will be made by CITY within 30 days of ENGINEER's presentation of properly prepared invoices and progress reports for services performed in accordance with this Contract. CITY shall notify ENGINEER in writing within 30 days of ENGINEER's presentation of invoices if they believe the progress reports were not properly prepared or the services were not properly performed in accordance with the Contract.

B. Invoices for payment must be submitted by ENGINEER monthly to the CITY's Authorized Agent in the form prescribed by CITY. Invoices should identify the project and the cost for the services performed and delivered for the billing period and must satisfy the requirements listed below:

1. Each invoice must contain the following information: CITY contract invoice number (sequentially numbered), billing address if different from business address, and ENGINEER's original signature attesting that the invoiced services and costs are new and that no previous charge for those services and deliverables has been included in any prior invoice.
2. The original of each invoice and progress report must be sent to the CITY's Authorized Agent for review and payment.
3. Direct non-salary costs allocable to the work under this Contract, and defined in the Special Conditions of this Contract, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct non-salary costs are any costs that are not the salaried costs directly related to the work of the ENGINEER. Supporting documentation must be provided in a manner that corresponds to each direct cost.
4. ENGINEER must provide, upon request of the CITY's Authorized Agent, the following supporting documentation:

   a. Direct salary costs of employees' time directly chargeable for the services performed under this Contract. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked, and total payment for each invoice period; and

   b. Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generated printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours, and the dollar amount charged to the project for each pay period.
5. ENGINEER must provide a copy of the invoice they forwarded to the city to the developer for informational purposes. This document should be cleared stated that it's for informational purposes only.

C. If ENGINEER is authorized by CITY to use or uses any sub consultants, ENGINEER must include all the above supporting documentation in any sub consultant's Contract, and ENGINEER must comply with Minnesota Statutes Section 16A.1245, requiring timely payment by ENGINEER of sub consultant's, penalties for late payments, and defining costs the sub consultant must be awarded if the sub consultant prevails in a lawsuit.

D. ENGINEER must require sub consultant's invoices to follow the same form and contain the same information as set forth above.

ARTICLE 6 CONDITIONS OF PAYMENT

A. For all services and deliverables provided by ENGINEER under this Contract, the Engineer shall maintain its ethical and legal duty of a professional to exercise the level of care, diligence, and skill prescribed in the code of practice of his or her profession, or as other professionals in the same discipline would in the same or similar circumstances. The ENGINEER shall comply with the following:

1. All current applicable federal, state, and local laws, ordinances, rules, and regulations.
2. All current state standards, policies, and practices required by applicable law to perform ENGINEER's services.

B. ENGINEER will not receive payment for work performed in violation of federal, state, or local laws, ordinances, rules, or regulations.

C. All deliverables covered by progress payments made by CITY will become the sole property of CITY. This provision must not be construed as relieving ENGINEER from sole responsibility for services and deliverables upon which payments have been made or the restoration of any damaged work or as waiving the right of CITY to require the fulfillment of all of the terms of this Contract. If the CITY uses the ENGINEER's deliverables in a manner beyond the scope of this contract, it shall indemnify ENGINEER for claims resulting from this reuse. The CITY grants ENGINEER a non-exclusive license, to the extent of the CITY's rights in such data, to use the ENGINEER Data for other purposes.

D. Nothing in this Contract must be construed in any way to relieve ENGINEER from its obligation to complete the services and/or deliverables described in this Contract for a sum not to exceed that is set forth in the Special Conditions.

E. ENGINEER is not authorized to direct the work of Contractor, unless City is given such authority, in writing, by Owner. ENGINEER communication shall be directly with Owner's representative (Construction foremen or superintendent or other member identified as Project Manager), and to City Engineer or his designee.

ARTICLE 7 ASSIGNMENT

A. ENGINEER may neither assign nor transfer any rights or obligations under this Contract without prior written authorization from the CITY's Authorized Agent. The written authority will in no way relieve ENGINEER from the primary responsibility for performance of the services and deliverables specified in this Contract.

ARTICLE 8 SUBCONTRACTS

A. ENGINEER must require all sub consultant contracts to contain all appropriate terms and conditions of this Contract. The use of sub consultants does not relieve the ENGINEER from performing and delivering the work stated in this Contract.

B. A copy of any and all sub consultant contracts must be sent to the CITY's Authorized Agent after execution of the sub consultant contract and prior to work starting under the sub consultant contract.

ARTICLE 9 AMENDMENTS, CHANGE ORDERS, MERGER, COUNTERPARTS, AND WAIVER

A. Amendments to this Contract will be considered only for unforeseen work or services that were excluded in the Scope of Work, entitled "Detailed Scope of Work," and that are considered essential to the work. Any written claim made by ENGINEER for extra work or costs under this Contract that has been approved by the CITY's Authorized Agent must be evidenced by an amendment to this Contract. Amendments must be in writing and executed and approved by the same parties and officials who executed and approved the original Contract, or their successors in office. ENGINEER must notify CITY's Project Manager in writing if ENGINEER will be delayed in any way from completing the project under this Contract.

B. The work to be done in connection with this Contract may be changed at the request of CITY, with the mutual concurrence of ENGINEER. Any change will be clearly and fully defined in writing, and approved by both parties. Change orders must be consistent with the basic purpose of this Contract and within the general Scope of Services identified in the Special Conditions.

C. This Contract constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Contract. ENGINEER, by the signature below of its authorized representative, hereby acknowledges that the ENGINEER has read this Contract, understands it and agrees to be bound by its terms and conditions.

D. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Contract.

ARTICLE 10 COMPLIANCE WITH LICENSES, PERMITS, AND OTHER REGULATIONS

A. ENGINEER shall procure all licenses, certifications, education, permits, or other rights necessary to fulfill its obligations under this Contract in compliance with all applicable federal and state laws.

ARTICLE 11 DATA PRACTICES AND INTELLECTUAL PROPERTY

A. The Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, applies to all data created, gathered, generated, or acquired in accordance with this Contract.

B. Any reports, studies, photographs, negatives, or other documents created and paid for by ENGINEER in the performance of its obligations under this Contract are instruments of service in respect to ENGINEER's services and are the exclusive property of CITY. ENGINEER must remit all such materials to CITY upon completion or cancellation of this Contract. The CITY will indemnify ENGINEER for claims resulting from any reuse of such materials beyond the scope of this Contract. The City shall grant the ENGINEER a non-exclusive license, to the extent of the CITY's rights in such data, to use the ENGINEER Data for other purposes. ENGINEER waives all claims against the CITY resulting in any way from any reuse of the ENGINEER.

C. Unless otherwise directed by CITY, the originals of reports, tests, drawings and plans; and legibly reproducible copies of work sheets, field notes, computations, photos, test results, and other project data must be relinquished to CITY:

1. Upon written notice of completion or cancellation of this Contract.
2. Upon written notification by CITY.
3. Prior to final payment by CITY to ENGINEER for this Contract.

D. Notwithstanding the above paragraphs, work papers, proprietary information, processes, methodologies, know-how and software ("ENGINEER Data") previously belonging or licensed to ENGINEER and used to perform ENGINEER's services shall remain the property of ENGINEER. ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER), whether or not the Project is completed. To the extent the services performed by ENGINEER contain ENGINEER Data, ENGINEER hereby grants to CITY a non-exclusive, non-assignable, royalty-free, irrevocable license to use such ENGINEER Data for the purposes set forth herein, subject to the following limitations: such ENGINEER Data are not intended or represented to be suitable for use or reuse by CITY on extension of the Project or on any other project without written verification or adaptation by ENGINEER and any such reuse or modification of the ENGINEER Data without the written verification or adaptation by ENGINEER shall be done at CITY's sole risk and without liability to ENGINEER.

ARTICLE 12 LIABILITY

A. General - Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the project, and the ENGINEER's fee for the Services, and in consideration of the promises contained in this Contract, CITY and ENGINEER agree to allocate and limit such liabilities in accordance with this Article.

B. Indemnification - ENGINEER and CITY (the "Indemnifying Party") shall be liable for its own negligent acts, errors and omissions to the extent provided by law and subject to the CITY's cap on municipal tort liability under Minnesota Statutes Section 466.04, and hereby agrees to defend, indemnify, and hold harmless the other ("the Indemnified Party"), from any liability, damages, and costs arising from the negligent acts of ENGINEER and CITY and anyone for whose negligent acts they may be liable for in the performance of professional services required under this Contract which the Indemnified Party, its officers and employees may hereafter sustain, incur or be required to pay to the full effect provided by Minnesota Statutes Chapter 337, to the extent the ENGINEER and CITY are responsible for such liability, costs, damages, including reasonable attorneys' fees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of ENGINEER and CITY, they shall be borne by each party in proportion to its own negligence.

C. Survival - Upon completion of all services, obligations, and duties provided for in this Contract, or if this Contract is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 13 WORKERS' COMPENSATION

A. Any and all employees of ENGINEER, including its sub consultants, or other persons while engaged in the performance of any work or services required by ENGINEER under this Contract, will not be considered employees of CITY. Any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of ENGINEER's employees, or other person while so engaged on any of the work or services to be rendered, will in no way be the obligation or responsibility of CITY. Pursuant to Minnesota Statutes 176.182, acceptable evidence of compliance with Workers' Compensation insurance coverage requirements must be presented to CITY before CITY may enter into a contract with ENGINEER.

ARTICLE 14 BONDS

This Article is hereby deleted.

ARTICLE 15 INSURANCE

A. A certificate of insurance for each type of insurance required under this Contract must be filed with the CITY's Authorized Agent prior to execution of the Contract by City. Each policy must contain a requirement that the insurer provide the CITY a 30-day notice of cancellation.

B. ENGINEER must maintain and furnish satisfactory evidence of the following insurance policies:

1. ENGINEER shall procure and maintain for the term of the Contract, insurance coverage as is reasonable and necessary for performed services by ENGINEER and its employees.
2. The ENGINEER shall be responsible for obtaining separate certificates and endorsements for each sub consultant. ENGINEER shall determine the appropriate level of insurance coverage and limits from its sub consultants.
3. **Workers' Compensation Insurance:** ENGINEER will provide Workers' Compensation insurance for all ENGINEER employees and, in case any work is subcontracted, ENGINEER will require the sub consultant to provide Workers' Compensation insurance in accordance with the statutory requirements of CITY of Minnesota, and including Coverage B, Employer's Liability, at limits not less than $100,000.00 bodily injury by disease per employee; $500,000.00 bodily injury by disease aggregate; and $100,000.00 bodily injury by accident. Evidence of sub consultant's insurance shall be filed with the ENGINEER.
4. **Commercial General Liability:** ENGINEER will maintain insurance protecting ENGINEER from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage including loss of use which may arise from operations under this Contract whether such operations be by ENGINEER or by a sub consultant or by anyone directly or indirectly employed under this Contract. ENGINEER's liability insurance shall be primary to any liability insurance maintained by the City. Unless otherwise specified within this Contract, ENGINEER's insurance minimum amounts will be as follows:
   a. $1,000,000.00 - per occurrence
   b. $1,000,000.00 - annual aggregate

   In addition, the following coverages should be included:
   a. Bodily Injury and Property Damage
   b. Products and Completed Operations Liability
   c. Blanket Contractual Liability
   d. Name CITY as an Additional Insured
5. **Commercial Automobile Liability:** ENGINEER will maintain insurance protecting ENGINEER from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for

property damage including loss of use which may arise from operations under this Contract whether such operations were by ENGINEER or by sub consultant or by anyone directly or indirectly employed under this Contract. Unless otherwise specified within this Contract, the ENGINEER insurance minimum amounts will be as follows:

$1,000,000.00 - per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned
Name CITY as an Additional Insured

6. **Professional Liability Insurance:**

Unless otherwise specified within this Contract, ENGINEER insurance minimum amounts will be as follows:
$1,000,000.00 - per claim
$1,000,000.00 - annual aggregate

This policy will provide coverage for all claims ENGINEER will become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to ENGINEER's professional services required under this Contract.

C. ENGINEER must:
1. Include legal defense fees in addition to its liability policy limits, with the exception of Professional Liability Insurance above; and
2. Obtain insurance policies from an insurance company having an "AM BEST" rating of A-VIII or better.

D. CITY reserves the right to immediately rescind this Contract if ENGINEER is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against ENGINEER. Upon written request by the CITY's Authorized Agent, all insurance policies shall be open to inspection, and copies of policies may be requested.

ARTICLE 16 DELIVERABLE STANDARDS

A. CITY will have the authority to disapprove or reject services or deliverables that are defective. ENGINEER will be responsible for the accuracy of its work under this Contract and must make timely revisions or corrections without compensation resulting from errors and omissions on the part of ENGINEER. The services or deliverables provided to CITY by ENGINEER must be of such quality that they are suitable for their intended purpose.

B. ENGINEER’s services and compensation under this Contract have been agreed to in anticipation of the orderly and continuous progress of the Project though completion. Unless specific periods of time or specific dates for providing services are specified in this Contract, ENGINEER’s obligation to render services hereunder will be for a period which may reasonably be require for the completion of said services.

C. If in this Contract specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CITY has requested changes in the scope, extent, or character of the Project; the time of performance of ENGINEER’s services shall be adjusted equitably.

D. Neither party will be held responsible for delay or failure to perform when such delay or failure is due to any of the following, unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, or delays or defaults caused by public carriers, provided the defaulting party gives written notice as soon as possible to the other party of its inability to perform.

E. For purposes of this Contract the term “day” means a calendar day of 24 hours.

ARTICLE 17 ANTITRUST

A. ENGINEER assigns to CITY any and all claims for overcharges as to services and deliverables provided in connection with this Contract resulting from alleged antitrust violations, which arise under the antitrust laws of the United States and state of Minnesota.

ARTICLE 18 OFFICIALS NOT TO BENEFIT

A. Without prior written consent of CITY, ENGINEER must not employ any professional or technical personnel who are or have been at any time during the time period of this Contract in the employ of CITY, except retired CITY employees, without written consent from CITY.

B. ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ENGINEER, to solicit or secure this Contract, and that ENGINEER has not paid or agreed to pay any company or person, other than a bona fide employee working for ENGINEER, any fee, commissions, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making of this Contract.

ARTICLE 19 CANCELLATION

A. This Contract may be canceled by CITY at any time, with or without cause, upon written notice to the ENGINEER. In the event of such cancellation ENGINEER will be entitled to payment, determined on pro rata basis, for services and deliverables performed or delivered.

If City fails to make any payment due to ENGINEER for services satisfactorily performed and expenses within thirty days after the date of ENGINEER's invoice, ENGINEER may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold project deliverables due under this Contract until ENGINEER has been paid in full all amounts due for services, expenses and charges.

ARTICLE 20 ERRORS OR OMISSIONS

A. ENGINEER will be responsible for the accuracy of its work and must promptly make necessary revisions or corrections resulting from ENGINEER's negligent acts, errors, or omissions without additional compensation. Acceptance of the work by CITY will not relieve ENGINEER of the responsibility for subsequent correction of any errors or omissions or for clarification of any ambiguities.

B. If negligent acts, errors, or omissions are made by ENGINEER in any phase of the work, the correction of which may require additional field or office work, ENGINEER will be promptly notified by CITY and will be required to perform such additional work as may be necessary to correct these negligent acts, errors, or omissions without undue delay and without additional cost to CITY. If the ENGINEER is aware of any negligent acts, errors, or omissions made in any phase of its work, the corrections of which may require any additional field or office work, ENGINEER must promptly perform such additional work as may be necessary to correct these negligent acts, errors, or omissions without undue delay and without additional cost to CITY.

C. ENGINEER will be responsible for any damages incurred as a result of its negligent acts, errors, or omissions and for any loss or cost to repair or remedy ENGINEER's errors, omissions or negligent acts. Acceptance of the work by CITY will not relieve ENGINEER of the responsibility for subsequent correction of any such negligent acts, errors, or omissions, or of liability for loss or damage resulting therefrom.

D. ENGINEER must respond to CITY's notice of any errors and/or omissions within reasonable time and give immediate attention to these corrections to minimize any delays to the ENGINEER.

ARTICLE 21 DISPUTE RESOLUTION

A. Mediation. Any claim, controversy or dispute arising out of this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The mediation shall be

conducted in Olmsted County, Minnesota, and in accordance with the Minnesota Civil Mediation Act, Minn. Stat. 572.31, et., seq. Any claim, controversy or dispute not resolved by mediation may be the subject of legal or equitable proceedings filed by either party. The legal or equitable proceedings must be venued in Olmsted County, Minnesota. The parties waive all rights to and claims for monetary awards other than compensatory damages.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/23/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Tyler Pengilly	
Ross Nesbit Agencies, Inc. 115 St Andrews Ct, Suite 100 Mankato MN 56001	PHONE (A/C, No, Ext): (507) 625-5558	FAX (A/C, No): (507) 625-7166
	E-MAIL ADDRESS: tpengilly@nesbitagencies.com	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
WSE Engineering Services LTD 717 3rd Ave SE Rochester MN 55904	INSURER A : Auto-Owners	18988
	INSURER B : Axon Pro	33294
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 25-26 Master **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	[X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [X] PRO-JECT [ ] LOC [ ] OTHER:			08224607	10/16/2025	10/16/2026	EACH OCCURRENCE	$ 2,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$ 10,000
							PERSONAL & ADV INJURY	$ 2,000,000
							GENERAL AGGREGATE	$ 4,000,000
							PRODUCTS - COMP/OP AGG	$ 4,000,000
							Damage to Prem Rented	$ 300,000
A	AUTOMOBILE LIABILITY [ ] ANY AUTO [X] OWNED AUTOS ONLY [X] SCHEDULED AUTOS [X] HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY [X] 19			5622460700	10/16/2025	10/16/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
							BODILY INJURY (Per person)	$ 1,000,000
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
							PIP-Single limit	$ 20,000
A	[X] UMBRELLA LIAB [X] OCCUR EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $			5622460701	10/16/2025	10/16/2026	EACH OCCURRENCE	$ 2,000,000
							AGGREGATE	$ 2,000,000
								$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		A106683394	10/16/2025	10/16/2026	[X] PER STATUTE [ ] OTH-ER	
							E.L. EACH ACCIDENT	$ 1,000,000
							E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000
B	Professional/Pollution Liability			AXPANEL00116-25	10/16/2025	10/16/2026	Aggregate Limit	$2,000,000
							Per Claim	$2,000,000
							Deductible per claim	$10,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

J# 5667

CERTIFICATE HOLDER

City of Rochester
4001 West River Parkway NW
Rochester MN 55901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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Form **W-9**
(Rev. January 2026)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, on page 2.

See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietorship or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

WSE Engineering Services, Ltd.

2 Business name/disregarded entity name, if different from above.

WSE Massey Engineering & Surveying, Ltd.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . . _____

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 4):

Exempt payee code (if any) _____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

717 3rd Ave SE, Suite 101

Requester's name and address (optional)

6 City, state, and ZIP code

Rochester, MN 55904

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). Do not report the employer identification number (EIN) of a sole proprietorship or disregarded entity. For a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your EIN. If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	7	–	5	0	7	1	0	8	0

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct; and
5. ☐ I am exempt from information reporting as a U.S. digital asset broker within the meaning of Regulations section 1.6045-1(g)(4)(i)(A)(1) (other than a registered investment adviser). I claim exempt status under Regulations section 1.6045-1(c)(3)(i)(B)(12).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** _____ **Date** 1/27/26

F.25

REQUEST FOR ACTION

City-Owner Contract: Public Improvements to Serve Mayo Clinic BFUiR (Package C) - Project No. J5666

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:

Authorizing:

1. A City-Owner contract for Project No. J5666, "Public Improvements to Serve Mayo Clinic BFUiR (Package C)," with City execution conditional upon full execution of the contract by Owner, Contractor, and Engineer, project and grading plan approvals, and Contractor's submission of the appropriate bond and insurance documentation and;
2. A professional technical services contract with WSB LLC, for $392,422, for work related to Project No. J5666, "Public Improvements to Serve Mayo Clinic BFUiR (Package C)," subject to City execution of the City-Owner contract.

Report Narrative:

Public Works brings forward City-Owner and professional technical services contracts for consideration by the Council for Project No. J5666, "Public Improvements to Serve Mayo Clinic BFUiR (Package C)."

A City-Owner contract is recommended with Mayo Clinic, (as Owner), Gilbane Building Company/McGough, (as Contractor), and WSB LLC, (as Design Engineer). The use of a City-Owner contract will accommodate Owner's timeline for development while ensuring that the quality of public infrastructure meets City Standards, and it is the preferred contract to utilize for this project.

A professional technical services contract is recommended with WSB LLC, (as Consulting Engineer), for $392,422, to be paid by Owner. It is required by the City-Owner contract that Owner provides professional technical services for the project, as defined in the City Specifications and Standards.

This project is part of Mayo Clinic's Bold Forward Unbound in Rochester (BFUiR). The scope of Public Improvements to Serve Mayo Clinic BFUiR (Package C) includes installation of underground utilities within the vacated 3rd Ave & 4th Ave areas between Center St and 2nd St SW.

Priorities & Foundational Principles:

Fiscal Responsibility & Sustainability

Policy Considerations & DEI Impact:

A City-Owner contract is a required part of the City-Owner Construction Program, which is designed to ensure that the installation of public infrastructure, within a private development or due to a private development, is constructed to City Standards.

Prior Legislative Actions & Community Engagement:

March 3, 2025: Council Meeting - City-Owner Contract J5632 - Mayo Clinic BFUiR (Package A), approved.
August 18, 2025: Council Meeting - City-Owner Contract J5653 - Mayo Clinic BFUiR (Package B, Phase 1), approved.
February 2, 2026: Council Meeting - City-Owner Contract J5653 - Mayo Clinic BFUiR (Package B, Phase 2), approved.

Fiscal & Resource Impact:

As required by the contracts, Owner has paid City for the preparation of the City-Owner contract, and Owner will provide pre-payment to City for use in compensating Consulting Engineer for their services according to the professional technical services contract.

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:

Kyle Mittlieder

Attachments:

City-Owner Contract - Mayo Clinic BFUiR, Package C - Project No. J5666

Exhibit - Mayo Clinic BFUiR, Package C - Project No. J5666

Professional Technical Services Contract - Mayo Clinic BFUiR, Package C - Project No. J5666

CITY-OWNER CONTRACT

THIS AGREEMENT ("Contract"), 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 "Owner") and **Gilbane Building Company/McGough** a Joint Venture formed under the laws of the State of Minnesota (hereinafter referred to as "Contractor"), and **WSB LLC,** a Minnesota limited liability company (hereinafter referred to as "Design Engineer"), and together, City, Mayo Clinic, Gilbane Building Company/McGough a Joint Venture, and WSB LLC shall hereinafter collectively be referred to as the Parties under the general terms and conditions of this Contract.

WITNESSETH, THAT WHEREAS

1) Owner has programmed improvements consistent with Mayo BFUiR Plans, and is requesting permission to, at its own expense, construct public infrastructure or perform other private work within the public right-of-way or public easements consistent with the approved plans and specifications thereof prepared by Design Engineer, generally referred to as **"Public Utilities in Vacated 4th Ave SW and 3rd Ave SW, from West Center St to 2nd St SW, to Serve Mayo Clinic BFUiR (Package C) - J5666"**, the plan sheets depicted for reference as attached Exhibit 'A', and hereinafter referred to as the "Project". The foregoing public improvements work for the Project is referred to as the "Work" under this Contract.
2) City hereby granting Owner (a) temporary access over, under and across any applicable rights-of-way dedicated to the public for purpose of the Work which will terminate upon City acceptance of the Work, and (b) permission to perform the public improvements Work for the Project, utilizing Contractor, at its own cost and expense (unless otherwise specifically noted herein), and subject to the terms and conditions herein, including full compliance with the approved Civil Construction Plans for the Project (hereinafter "Project Plans"), and in adherence to the City's Standard Design Specifications.

NOW, THEREFORE, it is hereby mutually agreed between the Parties as follows:

I. **OWNER'S SPECIFIC OBLIGATIONS.**

a) Owner's representative, **Charles Asamoah, Mayo Clinic**, will serve as "Project Manager" for the Project. The Project Manager is responsible for all coordination of the Work elements including Project close out.
b) Owner has by separate document retained the professional services of

WSB LLC, a Minnesota limited liability company, as "Geotechnical Professional", to prepare a Geotechnical Report (hereinafter "Report") for the Project. Owner is obligated to make the results of said Report available to the City and its designees for the purpose of evaluating the design of the Work elements.

c) Owner shall oversee Contractor's completion of all Work elements by **June 2, 2027** ("Completion Deadline"), and in a manner consistent with the approved Project Plans **(for R26-0006GF)** and in adherence with City Standard Design Specifications. Additionally Owner shall pay for all Project construction costs in connection with the Work provided under this Contract, including any scope of Work changes that may be required to fulfill the conditions required of Owner or intent of any other agreement between Owner and City related to the Project, or requirements of the City Ordinances, development conditions, or State or Federal requirements or provisions, and any changed working conditions (due to weather, soils, etc.). In the event the Work elements are not completed by the Completion Deadline, City may require Owner and Contractor to execute an Addendum to the Contract, and then Owner may be obligated to reimburse City for additional costs incurred by City related to additional observation and oversight by the Observation & Oversight Engineer, as a result of the delay in completion of the Work elements. Notwithstanding the foregoing and anything to the contrary, and only in the event that no act or neglect of Owner or any party under contract with Owner contributed to such delay, if completion of the Work is delayed because of (i) any act or neglect of the City (including City ordered changes to the Work); (ii) any act or neglect of the Contractor, the Design Engineer, or Observation & Oversight Engineer, or (ii) any other cause beyond Owner's reasonable control (each, an "Excused Delay"), then the Completion Deadline shall be extended for such reasonable period of time to account for such Excused Delay to the Completion Deadline. Owner shall reimburse the City for its actual costs caused by an Excused Delay, except that Owner shall not be responsible for costs, expenses, or damages incurred by the City to the extent the Excused Delay falls solely under I.(c)(i) above.

d) **WSB LLC**, a Minnesota limited liability company, as "Observation & Oversight Engineer" has been retained by City, through a separate arrangement, to perform construction observation and oversight for the Work. Concurrent with Owner's execution of this Contract, Owner or Owner's representative shall pay to City the amount of **$392,422.00** representing Owner's financial obligation related to observation and oversight services for the Work that are to be performed by Observation & Oversight Engineer. Owner shall have no other financial obligation related to construction observation and oversight for the Work, subject to the Work elements for the Project being completed by the Completion Deadline. In the event the observation and oversight expenses for the Work, as documented by Observation and Oversight Engineer and approved by City, are less than the amount specified above and collected from Owner, City

will reimburse Owner, or Owner's representative who made initial payment, the net difference upon City's confirmation that all applicable expenses incurred by Observation & Oversight Engineer have been claimed, verified, and paid by City.

e) Owner shall not provide direction or interfere with Observation & Oversight Engineer performing its duties related to the Work. Specifically, Owner will not provide direction for work performed on behalf of City. In the event Owner has any concerns regarding Observation & Oversight Engineer's duties, Owner shall communicate directly with the City Engineer, or his/her designee, who City shall designate to Owner, to resolve any concerns.

f) **Development Charges.** Owner will be invoiced and shall pay for applicable signage removal and replacement consistent with City's adopted rate schedule and as calculated by the City Traffic Engineer.

g) Owner acknowledges that all private sanitary sewer & water service connections being constructed as part of this development are NOT part of this Contract and that separate utility connection permit(s) and inspection(s) are required from Public Works prior to commencement of installation of the private utility services.

h) Failure to do everything required by this Contract, as it pertains to the Owner's obligations set forth in this Contract, may be used as a basis for denying Owner the opportunity to perform other projects within the City.

i) Unless all public drainage & utility easements, and right-of-way have previously been dedicated for all public infrastructure for the Work, Owner shall dedicate all easements, at no cost to City, concurrent with execution of this Contract by Owner. Owner shall provide City a legal description and exhibit drawing (prepared by a qualified professional), for said easements, and shall pay City a standard document preparation and recording fee.

II. CONTRACTOR'S REPRESENTATIONS.

a) Contractor represents it has examined and carefully studied the Contract, civil construction plans, City design specifications, and all other data and reference items related to the Work.

b) Contractor represents it has visited the Property, conducted a thorough and alert visual examination of the Property and the adjacent areas, has become familiar with, and is satisfied as to the general, local, and Property conditions that may affect cost, progress, and performance of its Work elements included in the Project.

c) Contractor represents it is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of its Work elements included in the Project.

d) Contractor represents it has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Property and all drawings of physical conditions related to existing surface or subsurface

structures at the Property that have been identified in the technical data in such reports and drawings; and (2) reports and drawings related to hazardous environmental conditions, if any, at or adjacent to the Property that have been identified in the technical data in such reports and drawings.

III. **CONTRACTOR SPECIFIC OBLIGATIONS.**

a) Contractor hereby covenants and agrees to furnish all materials, all necessary tools and equipment, and to do and perform all the Work and labor necessary in the construction of the Project described herein, utilizing City approved subcontractor(s), in accordance with Project Plans approved by the City Engineer, and in compliance with current year City of Rochester engineering standards and specifications incorporated into the Project Plans, and to do everything required by the contract documents. Contractor shall perform the Work elements, and based on the approved Project Plans, and specifications, and as they may be amended based on any subsequent City-approved owner contract addendum(s). City shall not unreasonably withhold, condition or delay approval of any subcontractor. **Contractor acknowledges that all private sanitary sewer & water service connections being constructed as part of this development project are NOT part of this Contract and that separate utility connection permit(s) and inspection(s) are required from Public Works prior to commencement of installation of the private utility services.**

b) Safety. Contractor agrees to take all precautions necessary to protect the public against injuries and keep danger signals at all places and at such times as the public safety may require.

c) Completion Deadline. The Contractor shall complete all of its Work elements, except for warranty items that are subject to this Contract, to the satisfaction of the City, on or before the Completion Deadline. Upon commencing specific work elements, Contractor shall complete all public improvements within the approved Civil Construction Plans for the Project, **within 98 working days (see attached estimated schedule Exhibit B for reference)**. In the event Contractor's Work elements have not been completed within this schedule, City may take action to resolve the outstanding items through whatever legal course it may deem appropriate, including but not limited to one or more of the following:

(1) City may record an affidavit of noncompliance indicating that the City will withhold the issuance of building permits until such time as the outstanding elements are completed;
(2) City may withhold future contracts with the Contractor;
(3) City may contact the bonding agents and take action against the performance bond for completion of the required elements;
(4) The City may take such other legal action that it determines necessary to protect its interests.

d) Work Surety from Contractor. Contractor shall provide surety in an amount and in a form acceptable to the City that accurately represents the estimated cost of the public improvements Work to be performed by the Contractor.

(1) Prior to commencement of any work under this Contract, Contractor shall furnish to City, performance and payment bonds executed by itself and a surety company authorized to do business in the State of Minnesota. Each bond shall be in the total sum of at least **$12,725,551.00** with the performance bond for the use of City, and the payment bond for the benefit of all persons furnishing labor and materials for the purpose of this Contract. Said bonds shall be conditioned as required by Minnesota Statutes, Section 574.26, and shall guarantee the performance of the Contract in accordance with the plans and specification and payment of all claims for the labor and materials, respectively. The payment and performance bonds shall name, as dual obliges, the City and the Owner.

(2) If the bonds do not state on their face that they remain in full force and effect until the expiration of Contractor's one-year maintenance period, Contractor shall also provide a maintenance bond in the same amount, and with an effective date covering the Contractor's maintenance period.

(3) As a condition of performing Work under this City-Owner Contract, Contractor shall obtain surety from the Owner in an amount and in a form it determines is adequate to guarantee Owner's payment to Contractor for all Work elements performed by Contractor under the terms of this Contract **and may not later claim the City has violated Minn. Stat. § 574.26.** By execution of this Contract, Contractor agrees and shall hold the City harmless from any and all claims Contractor may have for payment for Work performed under this Contract. All Work elements shall be performed by contractors and subcontractors licensed to perform those specific Work elements.

(4) Sewer Lines. Where applicable, Contractor will install a sewer plug(s) at a location(s) designated by the City Engineer prior to connection of new sanitary sewer lines to existing City sewer lines. This/These plugs shall only be removed at the discretion of the City Engineer or his designee.

(5) Insurance. Contractor, at its own expense, shall procure and maintain for a duration not less than its maintenance and warranty period, a general liability insurance policy naming the City of Rochester as an additional insured, with bodily injury limits of at least $2,000,000/$4,000,000, and file such policy of insurance, or a certificate of such insurance issued within thirty (30) days of commencement, with the City Clerk. Contractor further agrees to maintain insurance on its vehicles and to maintain insurance on all vehicles in the performance of this Contract with bodily injury limits and property damage limits of at least $1,000,000 per occurrence,

combined single limit for bodily injury and property damage, naming the City of Rochester as an additional insured, and to file a certificate or certificates of such automobile insurance with the City Clerk. Contractor's liability insurance shall be primary to any liability insurance maintained by the City. Contractor shall also file with the City Clerk a certificate indicating insurance is in effect for workers' compensation. In the event that all or a portion of the Work contemplated by this Contract shall be done by Contractor through subcontractors, it shall be the responsibility of Contractor to determine and require that such subcontractors maintain automobile and worker's compensation insurance, as set forth above, and that certificates to this effect are filed with the City Clerk. Contractor shall also ensure that its subcontractors are aware of and abide by the provisions of the City Owner Contract Inspections and Approvals requirements. All policies of insurance shall be endorsed indicating that in the event of cancellation or termination of any insurance above described, City of Rochester is to receive thirty days' written notice of the insurance company or companies' intention to cancel or terminate any policy, policies, or any portion thereof. If any insurance certificate indicates the policy will expire prior to the end of the maintenance period, Contractor, shall provide new certificate(s) of insurance prior to the expiration date indicated on the original certificate(s), and in any event shall maintain insurance during such maintenance period.

(6) Failure to do everything required by this Contract may be used as a basis for denying Contractor the opportunity to construct other public improvement projects within the City.

IV. DESIGN ENGINEER'S SPECIFIC OBLIGATIONS.

a) Standard of Care. In performance of its duties, Design Engineer shall maintain its ethical and legal duty of a professional to exercise the level of care, diligence, and skill prescribed in the code of practice of his or her profession, or as other professionals in the same discipline would in the same or similar circumstances.

b) Design Engineer shall maintain Errors & Omissions Insurance for all of its design, plan and specification preparation, and record drawings related to the Work. The minimum aggregate coverage shall be not less than $1,000,000.00.

c) Design Engineer shall provide record drawings for all Project related public infrastructure and critical grading elements. Said record drawings shall be provided to the City in a format acceptable to the City Engineer.

d) Failure to do everything required by this Contract may be used as a basis for denying Design Engineer the opportunity to perform other engineering services for public infrastructure within the City.

V. **CONTRACT DOCUMENTS.** The contract documents for the Work, which are made a part hereof to the same extent as if fully set forth herein, consist of this Contract, the approved Civil plans **(for R25-0044GF)** and specifications, the Construction Contract, and the City of Rochester's Standards for Street and Utility Construction in effect at the time of Contract execution, all of which are incorporated herein by reference. Work shall not commence on the Work until the civil construction plans and Grading Plans have been approved and the approved plans and specifications for the Project are on file with the City Engineer. An on-site meeting between the Owner, Contractor, Design Engineer, Observation & Oversight Engineer, and the City's representative shall be held prior to commencing Work on the Project, to discuss project scope, erosion control, and general schedule.

VI. **CITY ACCEPTANCE, MAINTENANCE, OWNERSHIP.** City accepts no responsibility for the maintenance of the Work elements until such work is certified by Observation & Oversight Engineer and is subsequently accepted by City. When accepted by the City, the Work elements shall become the property of the City without any further acts or deeds of the Owner, except that Contractor guarantees and agrees to maintain the stability of all work done and materials furnished and installed pursuant to this contract for the duration established by this Contract. City's Acceptance of the work shall be memorialized by the City Engineer's execution of a separate City Acceptance (an example Acceptance is provided for reference on the attached Exhibit C). City Engineer may accept the Owner's, Design Engineer's, or Contractor's work independent of the completion of the remaining Parties' obligations.

VII. **NON-ACCEPTANCE.** Owner and/or Contractor, within fourteen (14) days after receiving notice from the City or its agent, that the Work, or a portion thereof, has not been constructed in accordance with City specifications or has not been accepted, or that a warranty claim is being made, shall perform such work identified as needing completion or correction within a schedule approved by the City.

VIII. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed by all Parties that Owner, Contractor, Design Engineer, and Observation & Oversight Engineer are independent contractors and all persons employed by said parties in the performance of any work or services required or provided for herein shall not be considered employees of the City for any purpose whatsoever, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, and any and all such claims and any act or omission on the part of any party's employees while engaged in any work or services under this Contract shall in no way be the obligation or responsibility of City.

IX. **COMPLIANCES.** In connection with the administration and performance of the Work authorized by this Contract, Owner, Contractor, Design Engineer shall comply and cause its agents and employees to comply with all federal, state and local laws, together with all ordinances and regulations applicable to this Contract and the Work to be performed hereunder.

X. **CONFLICT OF INTEREST.** For the construction of these public facilities **Design Engineer** and **Observation & Oversight Engineer** may be required to provide professional services to the Owner and to the City under a separate Contract for Professional Services. City and Owner understand this relationship and waive any right to claim that services provided under this Contract by **Design Engineer** and **Observation & Oversight Engineer,** create a conflict of interest for any purpose.

XI. **HOLD HARMLESS.** The Owner agrees to defend and hold harmless the City, its officials, officers, agents, and employees from all third-party claims, suits, or actions of whatsoever nature brought against the City to the extent caused by the negligent or otherwise tortious activities of the Owner, or its agents who are not parties to this Contract, or employees under this Contract. The Owner agrees to defend and pay all costs in defending these claims, including reasonable attorney's fees.

The Contractor agrees to defend, indemnify and hold harmless Owner, the City, and their officials, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the negligent or otherwise tortious activities of the Contractor or its subcontractors, agents, or employees under this Contract. The Contractor agrees to defend and pay all costs in defending these claims, including attorney's fees.

The Design Engineer agrees to indemnify and hold harmless Owner, the City, and their officials, officers, agents, and employees from all claims, suits, or actions resulting from or arising out of the negligent activities of the Design Engineer or its subcontractors, agents, or employees under this Contract. The Design Engineer agrees to reimburse all costs of these claims, including attorney's fees.

XII. **WAIVER**. The failure of the City or any other Party to enforce any provisions of this Contract shall not constitute a waiver by any such Party, including the City, of that or any other provision.

XIII. **MERGER CLAUSE**. This Contract constitutes the final expression of the Parties' agreement, and the complete and exclusive statement of the terms agreed upon. This instrument supersedes all prior negotiations, understandings, agreements, and representations. There are no oral or written understandings, agreements, or representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this Contract shall bind any Party unless in writing and signed by all Parties. Such waiver, consent, modification, or change shall be effective

only in the specific instance and for the specific purpose given.

XIV. **CONCURRENCE**. By executing this Contract, the Owner, Contractor, and Design Engineer acknowledge that he/she/it: (a) enters into and executes this Contract knowingly, voluntarily and willingly of his/her/its own volition with such consultation with legal counsel as he/she/it deems appropriate; (b) has had a sufficient amount of time to consider this Contract's terms and conditions, and to consult an attorney before signing this Contract; and (c) has read and understands all of its terms, appreciates the significance of those terms and has made the decision to accept them as stated herein. All parties wish to avoid any development or administrative delays associated with a legal challenge to any of the terms of this Contract. Notwithstanding any provision in this Contract to the contrary, this clause will survive the termination or expiration of this Contract.

XV. **SUBSTITUTION**. Owner shall not substitute Contractor identified herein without the prior written consent of the City Engineer and formal Contract amendment signed by all Parties, such consent shall not be unreasonably withheld, conditioned or delayed by the City. Contractor acknowledges that it is bound by the terms of this Contract and is obligated to perform the required Work in a professional and workmanlike manner through the use of its own staff and/or sub-consultants.

XVI. **EXECUTION IN COUNTERPARTS**. This Contract may be executed in any number of counterparts by the different Parties hereto on separate signature pages, and all such counterparts taken together shall be deemed to constitute one and the same instrument.

XVII. **GOVERNING LAW.** This Contract will be governed by, and construed in accordance with the laws of the State of Minnesota, regardless of any conflict of law provisions that would require application of the laws of any other jurisdiction.

XVIII. **JURISDICTION AND VENUE**. The appropriate venue and jurisdiction for any litigation in state court hereunder shall be heard in District Court in Olmsted County, Minnesota. The appropriate venue and jurisdiction for any litigation in federal court involving the Parties and this Contract will be in the appropriate federal court in the State of Minnesota.

XIX. **COMMENCEMENT OF WORK.** Work under this contract shall not commence until such time the Contract documents are fully executed, the Construction Plans and Grading Plan are approved, and the Contractor has received a written notice to proceed from the City.

XX. **CONSTRUCTION CONTRACT.** The Owner and Contractor agree that the Work is part of an overall Project and work scope that, along with the Work, shall be completed pursuant to the construction contract executed by Owner and Contractor (the "Construction Contract"). Contractor and Owner agree that the terms of the Construction Contract shall apply to the Project to be completed pursuant to this Contract; provided that, in the event of any conflict, inconsistency, or ambiguity between the terms of this Contract and the Construction Contract, as between the Owner and the Contractor, the terms of the Construction Contract shall govern unless otherwise mutually agreed in writing by Owner and Contractor.

IN WITNESS WHEREOF, the respective Parties hereto have caused this Contract to be duly executed on the day and year hereinabove set forth.

CITY:

CITY OF ROCHESTER, MINNESOTA,
a Minnesota municipal corporation

BY_____
Kim Norton, Mayor

Dated_____, 2026

ATTEST: _____
Ann, Kasel, City Clerk

Dated_____, 2026

OWNER:

Mayo Clinic,
a Minnesota non-profit corporation

By: _____

Its: _____

State of Minnesota)
) SS
County of Olmsted)

The foregoing instrument was acknowledged before me this_____day of _____, 2026, by _____, the _____of **Mayo Clinic,** a Minnesota non-profit corporation, and who is personally known by me to be the person who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed and on behalf of the non-profit corporation.

_____
Notary Public

CONTRACTOR:

Gilbane Building Company/McGough
a Joint Venture formed under the laws of the State of Minnesota

By: Gilbane Building Company

By _____

Its _____

STATE OF_____)
)SS
COUNTY OF_____)

The foregoing instrument was acknowledged before me this _____day of _____, 2026, by_____, the _____ _____ of Gilbane Building Company, of **Gilbane Building Company/McGough** a Joint Venture formed under the laws of the State of Minnesota, known by me to be the person who executed the foregoing instrument and acknowledged that he/she executed the same as their free act and deed and on behalf of the joint venture.

_____
Notary Public

County: _____

My Commission Expires: _____

Gilbane Building Company/McGough
a Joint Venture formed under the laws of the State of Minnesota

By: McGough Construction Co., LLC

By _____

Its _____

STATE OF_____)
)SS
COUNTY OF_____)

The foregoing instrument was acknowledged before me this _____day of _____, 2026, by_____, the _____ _____ of McGough Construction Co., LLC, of **Gilbane Building Company/McGough** a Joint Venture formed under the laws of the State of Minnesota, known by me to be the person who executed the foregoing instrument and acknowledged that he/she executed the same as their free act and deed and on behalf of the joint venture.

_____
Notary Public

County: _____

My Commission Expires: _____

ACKNOWLEDGEMENT OF
AUTHORIZATION SIGNATURE FOR GILBANE

STATE OF _____

COUNTY OF _____

On this_____day of_____, 2026, before me appeared

_____, to me personally known, who being
(Name of Officer)

by me duly sworn, did say that they are the_____of

_____,_____,
(Name of Entity) (Address)

_____,_____, and that said
(City & State) (Zip Code)

instrument was executed on behalf of said joint venture by authority of its governing body,

and that said_____acknowledged execution
(Name of Officer)

of said instrument to be the free act and deed of said joint venture.

_____
Notary Public

County: _____

My Commission Expires: _____

ACKNOWLEDGEMENT OF
AUTHORIZATION SIGNATURE FOR MCGOUGH

STATE OF _____

COUNTY OF _____

On this_____day of_____, 2026, before me appeared

_____, to me personally known, who being
(Name of Officer)

by me duly sworn, did say that they are the_____of

_____,_____,
(Name of Entity) (Address)

_____,_____, and that said
(City & State) (Zip Code)

instrument was executed on behalf of said joint venture by authority of its governing body,

and that said_____acknowledged execution
(Name of Officer)

of said instrument to be the free act and deed of said joint venture.

_____
Notary Public

County: _____

My Commission Expires: _____

DESIGN ENGINEER:

WSB LLC,
a Minnesota limited liability company

By _____

Its _____

STATE OF MINNESOTA)
) ss.
COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this_____day of _____, 2026, by_____, the _____ of **WSB LLC,** a Minnesota limited liability company, and who is personally known by me to be the person who executed the foregoing instrument and acknowledged that he/she executed the same as his/her free act and deed and on behalf of the company.

_____
Notary Public

County: _____

My Commission Expires: _____

ACKNOWLEDGEMENT OF LIMITED LIABILITY
COMPANY AUTHORIZATION SIGNATURE FOR DESIGN ENGINEER

STATE OF _____

COUNTY OF _____

On this_____day of_____, 2026, before me

appeared_____, to me personally known, who being by me duly
(Name of Officer)

sworn, did say that he/she is the_____, of
(Title)

_____,_____
(Name of Company), (Address)

_____,_____, a limited liability company, who has
(City & State) (Zip Code)

indicated that he/she is authorized under the articles of organization or operating agreement to execute the attached instrument for and on behalf of the limited liability company, and that he/she hereby executes said instrument for and on behalf of the limited liability company.

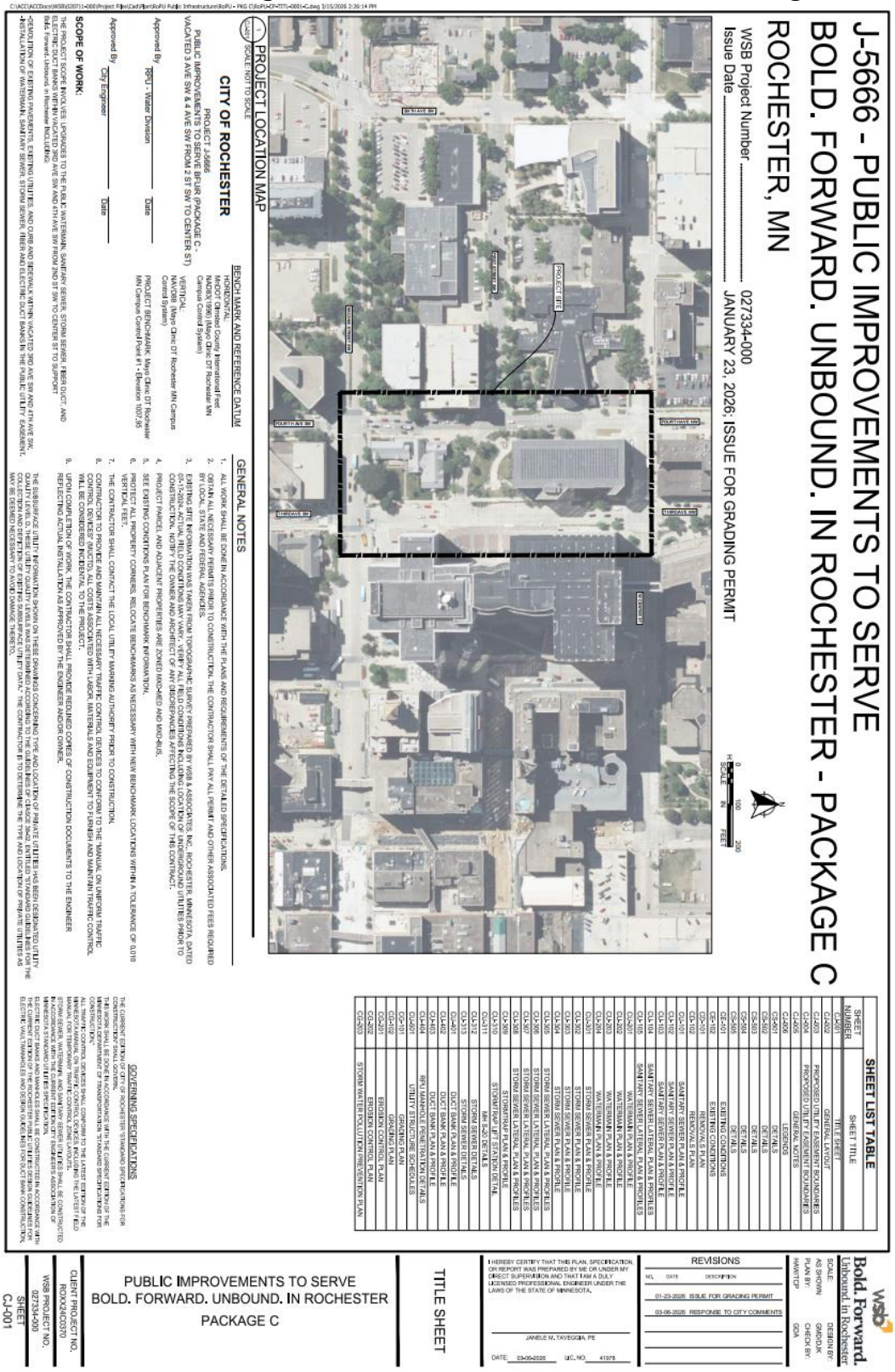
_____
Notary Public

County: _____

My Commission Expires: _____

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

EXHIBIT A
Reference drawing of Construction Plan for J5666 – Package C



J-5666 - PUBLIC IMPROVEMENTS TO SERVE
BOLD. FORWARD. UNBOUND. IN ROCHESTER - PACKAGE C
ROCHESTER, MN
WSB Project Number 027334-000
Issue Date JANUARY 23, 2026: ISSUE FOR GRADING PERMIT

PROJECT LOCATION MAP
NOT TO SCALE

CITY OF ROCHESTER
PUBLIC IMPROVEMENTS TO SERVE BOLD. FORWARD. UNBOUND. IN ROCHESTER (PACKAGE C)
PROJECT J-5666
VACATED 3 AVE SW & 4 AVE SW FROM 2 ST SW TO CENTER ST)

Approved By RPU - Water Division Date

Approved By City Engineer Date

BENCH MARK AND REFERENCE DATUM
HORIZONTAL
MnDOT Olmsted County International Feet
(NAD83 (2011) Adjustment, Olmsted County Coordinate System)
VERTICAL
NAVD88 (Mayo Clinic DT Rochester MN Campus Control System)
PROJECT BENCHMARK: Mayo Clinic DT Rochester MN Campus Control Point #1 - Elevation 1007.35

GENERAL NOTES
1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE PLANS AND REQUIREMENTS OF THE DETAILED SPECIFICATIONS.
2. OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL PAY ALL PERMIT AND OTHER ASSOCIATED FEES REQUIRED BY LOCAL, STATE AND FEDERAL AGENCIES.
3. EXISTING SITE INFORMATION WAS TAKEN FROM TOPOGRAPHIC SURVEY PREPARED BY WSB & ASSOCIATES, INC., ROCHESTER, MINNESOTA, DATED 01-17-2024. ACTUAL FIELD CONDITIONS MAY VARY. VERIFY ALL FIELD CONDITIONS INCLUDING LOCATION OF UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. NOTIFY THE OWNER AND ARCHITECT OF ANY DISCREPANCIES AFFECTING THE SCOPE OF THE CONTRACT.
4. PROJECT PARCEL AND ADJACENT PROPERTIES ARE ZONED MX2=MED AND MX2=HUS.
5. SEE EXISTING CONDITIONS PLAN FOR BENCHMARK INFORMATION.
6. PROTECT ALL PROPERTY CORNERS. RELOCATE BENCHMARKS AS NECESSARY WITH NEW BENCHMARK LOCATIONS WITHIN A TOLERANCE OF 0.010 VERTICAL FEET.
7. THE CONTRACTOR SHALL CONTACT THE LOCAL UTILITY MARKING AUTHORITY PRIOR TO CONSTRUCTION.
8. CONTRACTOR TO PROVIDE AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL DEVICES TO CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" FOR STREET CLOSURES AS REQUIRED. NO SEPARATE PAYMENT FOR TRAFFIC CONTROL WILL BE CONSIDERED INCIDENTAL TO THE PROJECT.
9. UPON COMPLETION OF WORK, THE CONTRACTOR SHALL PROVIDE REDLINED COPIES OF CONSTRUCTION DOCUMENTS TO THE ENGINEER REFLECTING ACTUAL INSTALLATION AS APPROVED BY THE ENGINEER AND/OR OWNER.

SCOPE OF WORK:
THE PROJECT SCOPE INVOLVES: UPGRADES TO THE PUBLIC WATERMAIN, SANITARY SEWER, STORM SEWER, FIBER DUCT, AND RAILROAD CROSSING ON 4 AVE SW AND 5TH AVE SW FROM 2ND ST SW TO CENTER ST TO SUPPORT [illegible]

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF PRIVATE UTILITIES HAS BEEN DESIGNATED UTILITY QUALITY LEVEL D. THESE UTILITY LEVELS WAS DETERMINED ACCORDING TO THE GUIDELINES OF CI/ASCE 38-02 ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR IS TO DETERMINE THE TYPE AND LOCATION OF PRIVATE UTILITIES AS MAY BE DEEMED NECESSARY TO AVOID DAMAGE THERETO.

GOVERNING SPECIFICATIONS
THE CURRENT EDITION OF CITY OF ROCHESTER "STANDARD SPECIFICATIONS FOR CONSTRUCTION"
THE WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION"
ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MANUAL FOR TEMPORARY TRAFFIC CONTROL DEVICES INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONES AS PUBLISHED BY THE AMERICAN STORM SEWER, WATERMAIN, AND SANITARY SEWER UTILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE MINNESOTA STANDARD UTILITIES SPECIFICATIONS.
ELECTRIC DUCT BANKS AND MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT EDITION OF ROCHESTER PUBLIC UTILITIES STANDARDS AND SPECIFICATIONS FOR ELECTRIC DISTRIBUTION AND DESIGN GUIDELINES FOR DUCT BANK CONSTRUCTION.

SHEET LIST TABLE

SHEET NUMBER	SHEET TITLE
CJ-001	TITLE SHEET
CJ-002	GENERAL LAYOUT
CJ-003	PROPOSED UTILITY EASEMENT BOUNDARIES
CJ-004	PROPOSED UTILITY EASEMENT BOUNDARIES
CJ-005	GENERAL NOTES
CJ-006	LEGENDS
CS-001	DETAILS
CS-002	DETAILS
CS-003	DETAILS
CS-004	DETAILS
CS-005	DETAILS
CE-001	EXISTING CONDITIONS
CE-002	EXISTING CONDITIONS
CD-001	REMOVALS PLAN
CD-002	REMOVALS PLAN
CU-101	SANITARY SEWER PLAN & PROFILE
CU-102	SANITARY SEWER PLAN & PROFILE
CU-103	SANITARY SEWER LATERAL PLAN & PROFILES
CU-104	SANITARY SEWER LATERAL PLAN & PROFILES
CU-105	SANITARY SEWER LATERAL PLAN & PROFILES
CW-001	WATERMAIN PLAN & PROFILE
CW-002	WATERMAIN PLAN & PROFILE
CW-003	WATERMAIN PLAN & PROFILE
CW-004	WATERMAIN PLAN & PROFILE
CU-201	STORM SEWER PLAN & PROFILE
CU-202	STORM SEWER PLAN & PROFILE
CU-203	STORM SEWER PLAN & PROFILE
CU-204	STORM SEWER PLAN & PROFILE
CU-205	STORM SEWER LATERAL PLAN & PROFILES
CU-206	STORM SEWER LATERAL PLAN & PROFILES
CU-207	STORM SEWER LATERAL PLAN & PROFILES
CU-208	STORM SEWER LATERAL PLAN & PROFILES
CU-209	STORM TRAP PLAN & PROFILE
CU-210	STORM TRAP PLAN & PROFILE
CU-211	STORM MH CASTING DETAIL
CU-212	STORM SEWER DETAILS
CU-213	STORM SEWER DETAILS
CU-401	DUCT BANK PLAN & PROFILE
CU-402	DUCT BANK PLAN & PROFILE
CU-403	DUCT BANK PLAN & PROFILE
CU-404	INFO MANHOLE PENETRATION DETAILS
CU-405	UTILITY CROSSING DETAILS
CD-101	GRADING PLAN
CD-102	GRADING PLAN
CG-201	EROSION CONTROL PLAN
CG-202	EROSION CONTROL PLAN
CG-203	STORM WATER POLLUTION PREVENTION PLAN

REVISIONS

NO.	DATE	DESCRIPTION
1	01-23-2026	ISSUE FOR GRADING PERMIT
2	03-06-2026	RESPONSE TO CITY COMMENTS

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

JANELLE M. TAVEGGIA, PE
DATE: 03-06-2026 LIC. NO. 41978

Bold. Forward. Unbound. in Rochester

SCALE: AS SHOWN
PLAN BY: HAWTCP
DESIGN BY: GDA
DRDN BY:
CHECK BY:

TITLE SHEET

PUBLIC IMPROVEMENTS TO SERVE
BOLD. FORWARD. UNBOUND. IN ROCHESTER
PACKAGE C

CLIENT PROJECT NO.
ROX24C0070
WSB PROJECT NO.
027334-000
SHEET
CJ-001

EXHIBIT B
Contractor's Estimated Schedule for
Public Improvements for J5666 Mayo BFUiR Package C
Page 1 of 2

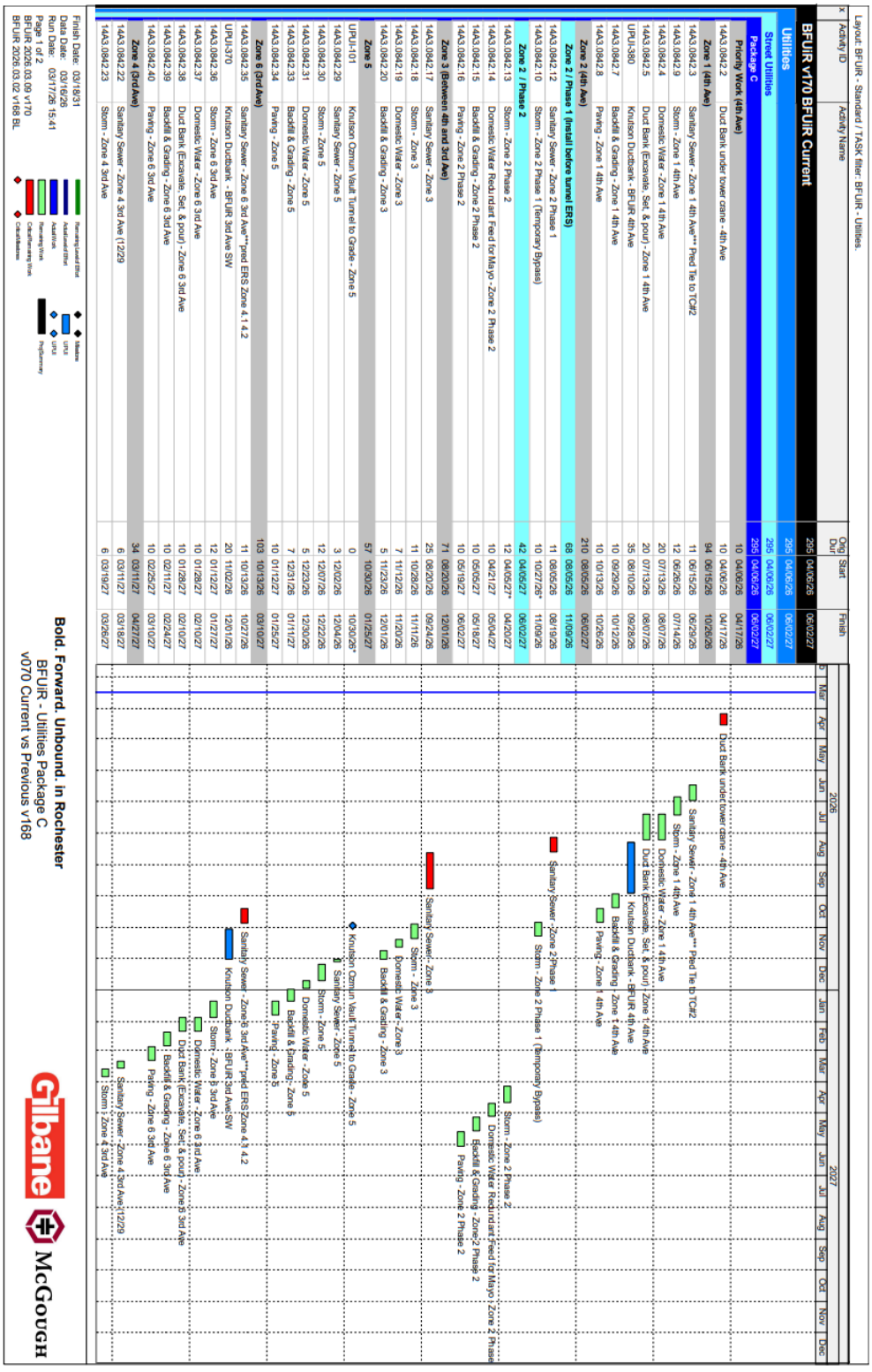


EXHIBIT B
Contractor's Estimated Schedule for
Public Improvements for J5666 Mayo BFUiR Package C
Page 2 of 2

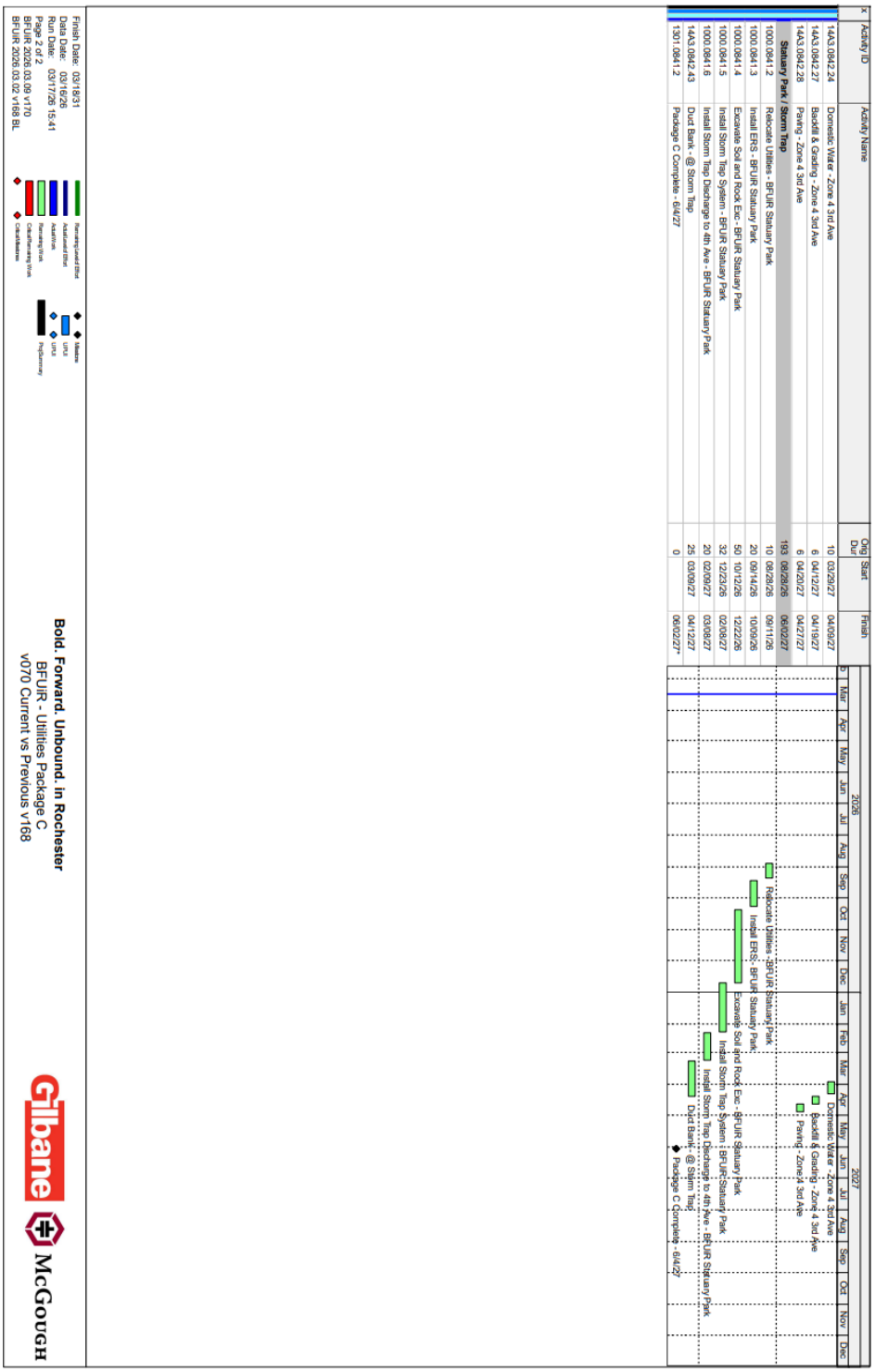


EXHIBIT C
Blank Example of Engineer's Certification of Acceptance

Department of Public Works
City of Rochester, Minnesota
ENGINEER'S CERTIFICATION OF ACCEPTANCE

To: THE COMMON COUNCIL
City of Rochester
c/o City Engineer
201 4th Street SE, Room 135
Rochester, MN 55904

Project Name _____ (J _____)
Description / Location

PART 1 To be submitted by Project Engineer upon completion of Project

The undersigned has supervised and inspected the construction work in the contract dated _____ (Date of Award or Council Action) between the City of Rochester and _____

I hereby certify to the best of my knowledge that the construction has been completed in conformance with the Plans and Specifications and recommend _____ as the date of "Substantial Completion".

Signature: _____ Date: _____
Project Engineer

Firm Name: _____

PART 2 For Action by Department of Public Works

Based on the Project Engineer's recommendation and other project information, I hereby recommend _____ as the "DATE OF ACCEPTANCE – and the BEGINNING of "ONE YEAR MAINTENANCE PERIOD" be APPROVED; and recommend commencement of the One Year Period of maintenance and repair by the Contractor as provided in the "General Conditions of the Contract" Sections 1008.3 and 1008.4.

_____ _____ _____ _____
Infrastructure Technician Date Water Resources Manager Date

The above report and recommended "DATE OF ACCEPTANCE / BEGIN ONE YEAR MAINTENANCE PERIOD" are hereby APPROVED.

Signature: _____ Date: _____
City Engineer

PART 3 For Action by Public Works After One Year Maintenance Period

The above referenced project has been reviewed by _____ of the Department of Public Works on (Date) _____

The requirements of the one year maintenance period have been fulfilled and work on the Project has been found to be in substantial conformance with the Plans and Specifications.

This Project is recommended for FINAL ACCEPTANCE by the City of Rochester.

Signature: _____ Date: _____
Water Resources Manager

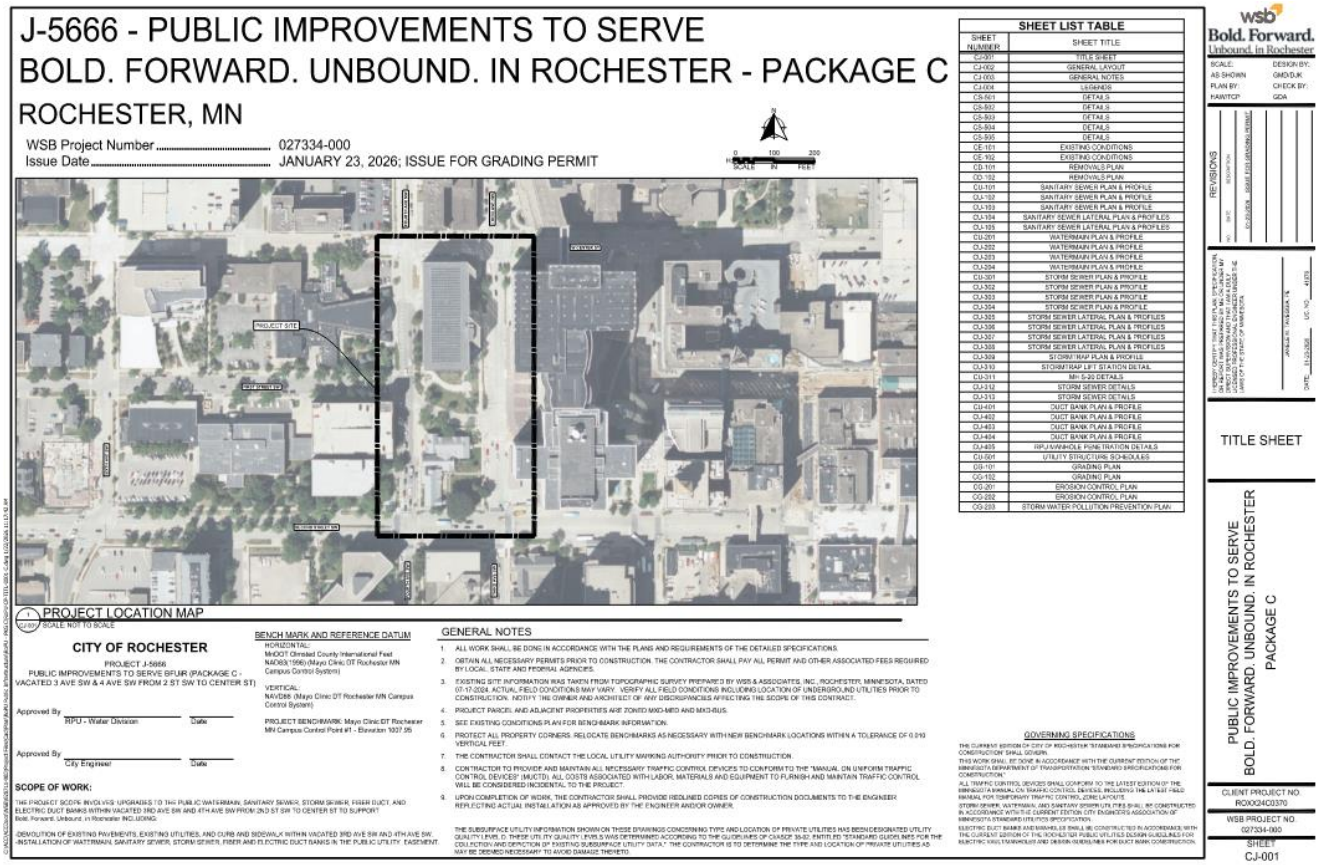
Signature: _____ Date: _____
City Engineer

Copies to: City Clerk (Original)
Contractor
City Engineer, Developer / Owner, City Street Superintendent
Consulting Engineer, FHA – If requested by Owner

ArcMap reference drawing showing location of J5666 – Mayo Clinic BFUiR, Package C



Plans cover sheet for J5666 – Public Improvements to Serve Mayo Clinic BFUiR, Package C



J-5666 - PUBLIC IMPROVEMENTS TO SERVE
BOLD. FORWARD. UNBOUND. IN ROCHESTER - PACKAGE C

ROCHESTER, MN

WSB Project Number 027334-000
Issue Date ..... JANUARY 23, 2026; ISSUE FOR GRADING PERMIT

SHEET LIST TABLE

SHEET NUMBER	SHEET TITLE
CJ-001	TITLE SHEET
CJ-002	GENERAL LAYOUT
CJ-003	GENERAL NOTES
CJ-004	LEGENDS
GS-501	DETAILS
GS-502	DETAILS
GS-503	DETAILS
GS-504	DETAILS
GS-505	DETAILS
CE-101	EXISTING CONDITIONS
CE-102	EXISTING CONDITIONS
CD-101	REMOVALS PLAN
CD-102	REMOVALS PLAN
CU-101	SANITARY SEWER PLAN & PROFILE
CU-102	SANITARY SEWER PLAN & PROFILE
CU-103	SANITARY SEWER PLAN & PROFILE
CU-104	SANITARY SEWER LATERAL PLAN & PROFILES
CU-105	SANITARY SEWER LATERAL PLAN & PROFILES
CU-201	WATERMAIN PLAN & PROFILE
CU-202	WATERMAIN PLAN & PROFILE
CU-203	WATERMAIN PLAN & PROFILE
CU-204	WATERMAIN PLAN & PROFILE
CU-301	STORM SEWER PLAN & PROFILE
CU-302	STORM SEWER PLAN & PROFILE
CU-303	STORM SEWER PLAN & PROFILE
CU-304	STORM SEWER PLAN & PROFILE
CU-305	STORM SEWER LATERAL PLAN & PROFILES
CU-306	STORM SEWER LATERAL PLAN & PROFILES
CU-307	STORM SEWER LATERAL PLAN & PROFILES
CU-308	STORM SEWER LATERAL PLAN & PROFILES
CU-309	STORMTRAP PLAN & PROFILE
CU-310	STORMTRAP LIFT STATION DETAIL
CU-311	MH S-20 DETAILS
CU-312	STORM SEWER DETAILS
CU-313	STORM SEWER DETAILS
CU-401	DUCT BANK PLAN & PROFILE
CU-402	DUCT BANK PLAN & PROFILE
CU-403	DUCT BANK PLAN & PROFILE
CU-404	DUCT BANK PLAN & PROFILE
CU-405	RIP-/MANHOLE PENETRATION DETAILS
CU-501	UTILITY STRUCTURE SCHEDULES
GR-101	GRADING PLAN
CG-102	GRADING PLAN
CG-201	EROSION CONTROL PLAN
CG-202	EROSION CONTROL PLAN
CG-203	STORM WATER POLLUTION PREVENTION PLAN

PROJECT LOCATION MAP
SCALE: NOT TO SCALE

CITY OF ROCHESTER
PROJECT J-5666
PUBLIC IMPROVEMENTS TO SERVE BFUIR (PACKAGE C - VACATED 3 AVE SW & 4 AVE SW FROM 2 ST SW TO CENTER ST)

Approved By _____ Date _____
RPU - Water Division

Approved By _____ Date _____
City Engineer

SCOPE OF WORK:
THIS PROJECT SCOPE INVOLVES UPGRADES TO THE PUBLIC WATERMAIN, SANITARY SEWER, STORM SEWER, FIBER DUCT, AND ELECTRIC DUCT BANKS WITHIN VACATED 3RD AVE SW AND 4TH AVE SW FROM 2ND ST SW TO CENTER ST TO SUPPORT Bold. Forward. Unbound. in Rochester INCLUDING:
-DEMOLITION OF EXISTING PAVEMENTS, EXISTING UTILITIES, AND CURB AND SIDEWALK WITHIN VACATED 3RD AVE SW AND 4TH AVE SW.
-INSTALLATION OF WATERMAIN, SANITARY SEWER, STORM SEWER, FIBER AND ELECTRIC DUCT BANKS IN THE PUBLIC UTILITY EASEMENT.

BENCH MARK AND REFERENCE DATUM
HORIZONTAL:
MnDOT Olmsted County International Feet
NAD83(1996) (Mayo Clinic DT Rochester MN Campus Control System)

VERTICAL:
NAVD88 (Mayo Clinic DT Rochester MN Campus Control System)

PROJECT BENCHMARK: Mayo Clinic DT Rochester MN Campus Control Point #1 - Elevation 1007.95

GENERAL NOTES
1. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE PLANS AND REQUIREMENTS OF THE DETAILED SPECIFICATIONS.
2. OBTAIN ALL NECESSARY PERMITS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL PAY ALL PERMIT AND OTHER ASSOCIATED FEES REQUIRED BY LOCAL, STATE AND FEDERAL AGENCIES.
3. EXISTING SITE INFORMATION WAS TAKEN FROM TOPOGRAPHIC SURVEY PREPARED BY WSB & ASSOCIATES, INC., ROCHESTER, MINNESOTA, DATED 07-17-2024. ACTUAL FIELD CONDITIONS MAY VARY. VERIFY ALL FIELD CONDITIONS INCLUDING LOCATION OF UNDERGROUND UTILITIES PRIOR TO CONSTRUCTION. NOTIFY THE OWNER AND ARCHITECT OF ANY DISCREPANCIES AFFECTING THE SCOPE OF THIS CONTRACT.
4. PROJECT PARCEL AND ADJACENT PROPERTIES ARE ZONED MIXD-MED AND MIXD-BUS.
5. SEE EXISTING CONDITIONS PLAN FOR BENCHMARK INFORMATION.
6. PROTECT ALL PROPERTY CORNERS. RELOCATE BENCHMARKS AS NECESSARY WITH NEW BENCHMARK LOCATIONS WITHIN A TOLERANCE OF 0.010 VERTICAL FEET.
7. THE CONTRACTOR SHALL CONTACT THE LOCAL UTILITY MARKING AUTHORITY PRIOR TO CONSTRUCTION.
8. CONTRACTOR TO PROVIDE AND MAINTAIN ALL NECESSARY TRAFFIC CONTROL DEVICES TO CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES" (MUCTD). ALL COSTS ASSOCIATED WITH LABOR, MATERIALS AND EQUIPMENT TO FURNISH AND MAINTAIN TRAFFIC CONTROL WILL BE CONSIDERED INCIDENTAL TO THE PROJECT.
9. UPON COMPLETION OF WORK, THE CONTRACTOR SHALL PROVIDE REDLINED COPIES OF CONSTRUCTION DOCUMENTS TO THE ENGINEER REFLECTING ACTUAL INSTALLATION AS APPROVED BY THE ENGINEER AND/OR OWNER.

THE SUBSURFACE UTILITY INFORMATION SHOWN ON THESE DRAWINGS CONCERNING TYPE AND LOCATION OF PRIVATE UTILITIES HAS BEEN DESIGNATED UTILITY QUALITY LEVEL D. THESE UTILITY QUALITY LEVELS WAS DETERMINED ACCORDING TO THE GUIDELINES OF CHAPTER 36-02, ENTITLED "STANDARD GUIDELINES FOR THE COLLECTION AND DEPICTION OF EXISTING SUBSURFACE UTILITY DATA." THE CONTRACTOR IS TO DETERMINE THE TYPE AND LOCATION OF PRIVATE UTILITIES AS MAY BE DEEMED NECESSARY TO AVOID DAMAGE THERETO.

GOVERNING SPECIFICATIONS
THE CURRENT EDITION OF CITY OF ROCHESTER "STANDARD SPECIFICATIONS FOR CONSTRUCTION" SHALL GOVERN.
THIS WORK SHALL BE DONE IN ACCORDANCE WITH THE CURRENT EDITION OF THE MINNESOTA DEPARTMENT OF TRANSPORTATION "STANDARD SPECIFICATIONS FOR CONSTRUCTION."
ALL TRAFFIC CONTROL DEVICES SHALL CONFORM TO THE LATEST EDITION OF THE MINNESOTA MANUAL ON TRAFFIC CONTROL DEVICES, INCLUDING THE LATEST FIELD MANUAL FOR TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS.
STORM SEWER, WATERMAIN, AND SANITARY SEWER PIPE SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT EDITION CITY ENGINEERS ASSOCIATION OF MINNESOTA STANDARD UTILITIES SPECIFICATION.
ELECTRIC DUCT BANKS AND MANHOLES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE CURRENT EDITION OF THE ROCHESTER PUBLIC UTILITIES DESIGN GUIDELINES FOR ELECTRIC DISTRIBUTION AND DESIGN GUIDELINES FOR DUCT BANK CONSTRUCTION.

wsb Bold. Forward. Unbound. in Rochester
SCALE: AS SHOWN
DESIGN BY: GMD/DJK
PLAN BY:
CHECK BY: GDA
FAN/TCP
REVISIONS

TITLE SHEET

PUBLIC IMPROVEMENTS TO SERVE
BOLD. FORWARD. UNBOUND. IN ROCHESTER
PACKAGE C

CLIENT PROJECT NO.
RO0024C0370
WSB PROJECT NO.
027334-000
SHEET
CJ-001

ROCHESTER PUBLIC WORKS

City of Rochester
Development Services and Infrastructure Center
4001 West River Parkway NW, STE 100
Rochester, MN 55901-7090

Phone: 507-328-2400
Fax: 507-328-2401

CONTRACT FOR PROFESSIONAL TECHNICAL SERVICES

City Owner Project Title: Mayo Clinic-Public Improvements to Serve BFUiR (Package C)
Project Number: J5666
Accounting Information:

This Contract is between the City of Rochester, MN(City) and Janele Taveggia a Minnesota Limited Liability Company ("ENGINEER");

Name: Janele Taveggia
Street: 3701 40th Ave NW, Suite 100
City: Rochester
Email: 3701 40th Ave NW Suite 100 R

WHEREAS, CITY does not have available necessary and / or qualified personnel to conduct the services as described herein; and

WHEREAS, ENGINEER represents that it is qualified (per qualification in City Spec. 1014.3) and agrees to perform all services described in this Contract consistent with City Spec. 1014.3.

NOW, THEREFORE it is agreed that ENGINEER will perform the work under this Contract in a manner consistent with the Special and General Conditions and any other conditions which are attached hereto and incorporated herein.

Effective Date: 4/6/26 Expiration Date: 6/2/28

IN WITNESS WHEREOF, the parties have executed this contract intending to be bound.

(Signature Page Follows)

ENGINEER

By: _____ Date: _____

Title: _____

This instrument was acknowledged before me this _____ day of _____, 20_____

by _____ the _____ of _____

a _____ who is authorized and who signs on behalf of the _____

_____ _____

[Notary Seal] Notary Public

CITY OF ROCHESTER

By: _____ Date: _____

Kim Norton, Mayor

Attest: _____ Date: _____

Ann Kasel, City Clerk

Approved as to Form & Execution:

_____ Date: _____

Michael Spindler-Krage, City Attorney

4001 West River Parkway NW, STE 100, Rochester, MN 55901-7090 Phone: 507-328-2400 Fax: 507-328-2401 www.rochestermn.gov

ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY AUTHORIZATION SIGNATURE

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20_____, before me appeared _____, to me personally known, who being by me
(Name of Officer)

duly sworn, did say that he/she is the _____ of
(Title)

_____, _____,
(Name of Company) (Address)

_____, _____, a limited liability company, who
(City & State) (Zip Code)

has indicated that he/she is authorized under the articles of organization or operating agreement to execute the attached instrument for and on behalf of the limited liability company, and that he/she hereby executes said instrument for and on behalf of the limited liability company.

_____
Notary Public

County: _____

My Commission Expires: _____

4001 West River Parkway NW, STE 100, Rochester, MN 55901-7090 Phone: 507-328-2400 Fax: 507-328-2401 www.rochestermn.gov

SPECIAL CONDITIONS

ARTICLE 1 **TERM OF CONTRACT**

Effective Date:	4/6/26
Expiration Date:	6/2/28

ARTICLE 2 **SCOPE OF WORK**

A. Detailed Scope of Work: Attach Task / Scope List from ENGINEER.
B. Construction Schedule: Attach Construction schedule breakout from CONTRACTOR.
C. General Conditions: Attach General Conditions document.

ARTICLE 3 **CONSIDERATION OF PAYMENT**

Consideration for all services performed by ENGINEER, as defined by this contract, will be paid by CITY on an hourly, fee schedule basis, for the following items:

Activity	Level of Inspection	Time (%)
Site Clearing & Grubbing	Part Time	25%
General Site Grading & Excavation	Part Time	25%
Underground Utility Work and Trench Compaction	Full Time	100%
Street Subgrade Preparation /Compaction	Full Time	100%
Aggregate Base Placement	Part Time	50%
Aggregate Base compaction / proof roll test	Full Time	100%
Curb and Gutter Preparation	Part Time	50%
Curb & Gutter string line check / verification	Full Time	100%
Curb / Gutter pouring	Full Time	100%
Bituminous non-wear	Full Time	100%
Bituminous wear placement	Full Time	100%
Concrete street placement	Full Time	100%
All required stage testing of piping, subgrade,base	Full Time	100%
Site Erosion and Sediment Control (ESC) - Site Management	Part Time	25%
Stormwater Facilities – Public Ponds and Stormwater Conveyances	Full Time	100%
Project Administration – PreCon, Record DWGs, Project Management	As Required	As Required
Warranty Inspections	As Required	As Required
Other Activities as directed by Engineer or City	As Required	As Required

TOTAL CONTRACT AMOUNT: $ 392,422

ARTICLE 4 **ENGINEER'S PERSONNEL**

ENGINEER Key Personnel:

Name: Janele Taveggia Title: Senior Project Manager
Address: 3701 40th Ave NW Suite 100 R Phone: 612.719.8893
Email: jtaveggia@wsbeng.com Responsibility: Project Engineer

ENGINEER shall notify the CITY if any change in Key Personnel occurs during the contract term.

ARTICLE 5 **CITY'S AUTHORIZED AGENT / PROJECT MANAGER**

CITY'S Authorized Agent, or Project Manager will be:

Name: Mark Baker Title: Land Development Mgr.
Address: 201 4th Street S.E., Rm 108, Rochester, MN55904 Phone: (507)-328-2427
Email: mbaker@rochestermn.gov Responsibility: Project Mngr.

CITY'S Authorized Agent will have authority to accept or reject ENGINEERs services and deliverables. If such services and deliverables are acceptable and satisfactory, the CITY'S Authorized Agent will certify each invoice submitted for payment by the Engineer.

CITY OF ROCHESTER CITY OWNER CONSTRUCTION PROGRAM

PROFESSIONAL FIELD SERVICES FEE ESTIMATE

Project Title Mayo Clinic-Public Improvements to Serve BFUiR (Package C)

City Job Number **Date** 18-Mar-26

SCOPE OF WORK

ACTIVITY	LEVEL OF INSPECTION	TIME (%)	WORKING DAYS†	HOURS†	INSPECTION COST†
Site Clearing & Grubbing	Part Time	25%	-	-	$ -
General Site Grading & Excavation	Part Time	25%	15.00	60.0	$ 9,060.00
Underground Utility Work and Trench Compaction	Full Time	100%	198.00	1,980.0	$ 298,980.00
Street Subgrade Preparation/Compaction	Full Time	100%		-	$ -
Aggregate Base Placement	Part Time	50%	58.00	232.0	$ 35,032.00
Aggregate Base Compaction/Proof Roll Test	Full Time	100%		-	$ -
Curb, Gutter, and Flatwork Preparation	Part Time	50%	-	-	$ -
Curb & Gutter String Line Check and Flatwork/Verification	Full Time	100%	-	-	$ -
Curb,Gutter, and Flatwork Pouring	Full Time	100%	-	-	$ -
Bituminous Non-Wear	Full Time	100%	-	-	$ -
Bituminous Wear Placement	Full Time	100%	-	-	$ -
Concrete Street Placement	Full Time	100%	3.00	30.0	$ 4,530.00
All Required Testing of Piping, Subgrade, Base and Paving	Full Time	100%	15.00	150.0	$ 22,650.00
Other Activities as Directed by Engineer or City	As Required	As Required			$ 5,000.00
Preconstruction Meeting				3.0	$ 645.00
Weekly Onsite Meeting				-	$ -
As-built Record Drawings				9.0	$ 1,935.00
Closure Documents				2.0	$ 430.00
Warranty				8.0	$ 1,720.00
Project Management				8.0	$ 1,720.00

Estimated Contractor Work Day Duration (Hours)	10
Estimated Contractor Work Days	289.00

FEE ESTIMATE

PROJECT PERSONNEL	RATE	HOURS	TOTAL
Lead Observer	$ 151.00	2,452.0	$ 370,252.00
Project Manager	$ 215.00	25.0	$ 5,375.00
Engineer of Record	$ 275.00	2.0	$ 550.00
Total		**2,479.0**	**$ 376,177.00**
Other Activities as Directed by Engineer or City			
Construction Materials Testing (See Attached)			**$ 16,245.00**
TOTAL ESTIMATED FEE			**$ 392,422.00**

† Values are estimated based on contractor's estimated schedule of 289 work days at 10 hours per day. Additional construction over 289 work days will incure additional fees.

Construction Materials Testing Estimate of Costs

City of Rochester

Mayo Clinic-Public Improvements to Serve BFUiR (Package C)

Rochester, MN

March 30, 2026

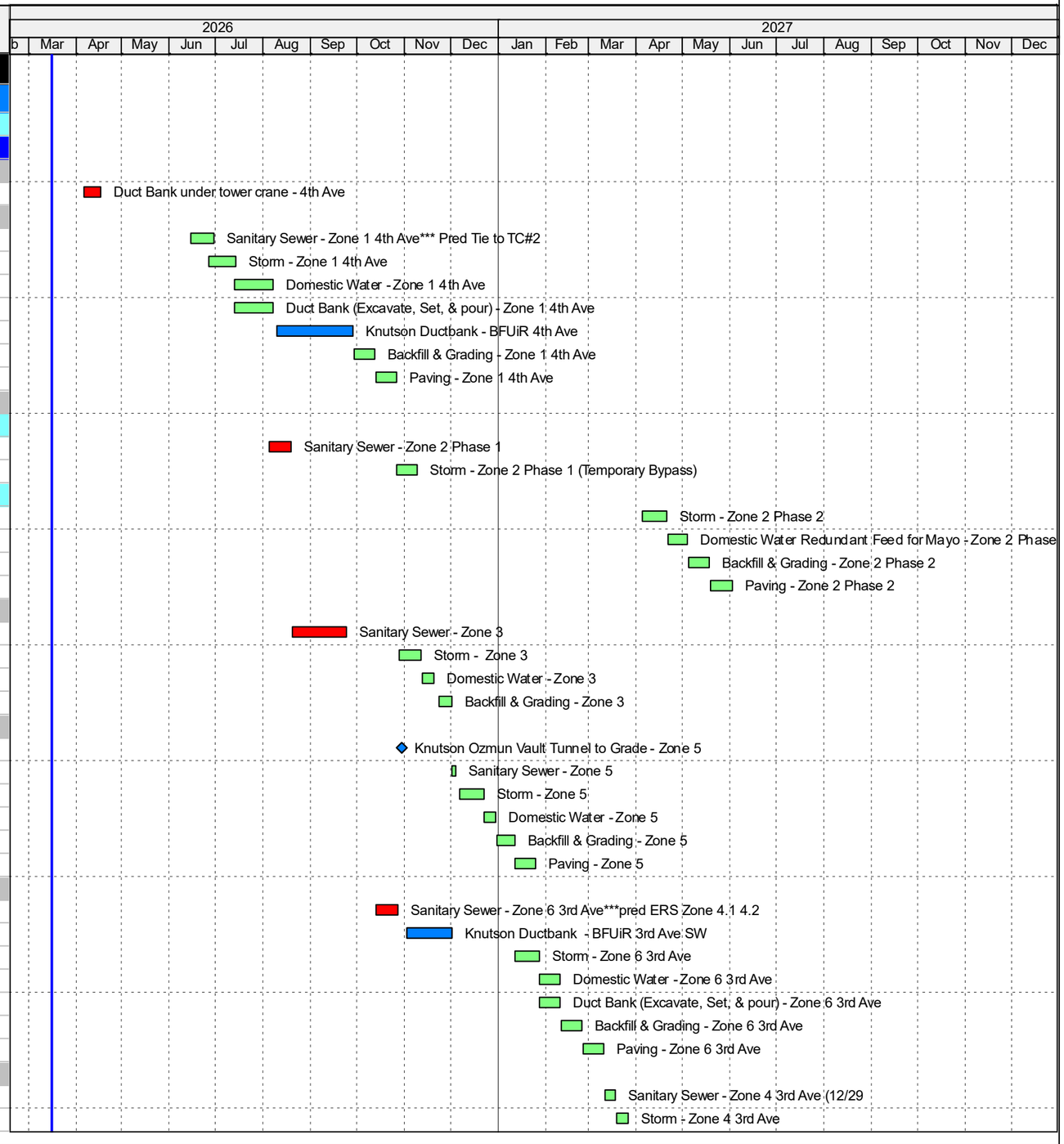
CMT Unit	Service Description	Estimated Units	Hourly or Unit Cost	Total Unit Cost
Aggregate and Soils				
Field Testing				
CMT02	Compaction Testing of Fill and Backfill *65 trips at 1.00 hours each*	65.00 hours	$ 115.00	$ 7,475.00
3510	Nuclear Density Testing *48 tests trench backfill*	48 tests	$ 40.00	$ 1,920.00
Laboratory Testing				
3025	Sieve Analysis through no. 200 Sieve *2 tests trench backfill* *1 tests on fine aggregate bedding*	3 tests	$ 165.00	$ 495.00
3260	Standard Proctor *2 tests on subgrade* *3 tests on trench backfill*	5 tests	$ 250.00	$ 1,250.00
			Subtotal	$ 11,140.00
Concrete				
Field Testing				
CMT02 C. Paving	Testing of Concrete *3 pours at 2.50 hours each*	7.50 hours	$ 110.00	$ 825.00
Laboratory Testing				
2040	Concrete Curing and Compressive Strength Testing *3 sets at 5 cylinders each*	15 cylinders	$ 40.00	$ 600.00
2040	Compressive Strength Testing Field Cures *3 pours with 2 cylinders each*	6 tests	$ 40.00	$ 240.00
			Subtotal	$ 1,665.00
Project Supervision, Review and Management				
CMT80	Project Engineer/Manager	4.00 hours	$ 275.00	$ 1,100.00
CMT70	Project Assistant	10.00 hours	$ 215.00	$ 2,150.00
CMT90	Project Administrator	2.00 hours	$ 95.00	$ 190.00
			Subtotal	$ 3,440.00

Inspection and Testing Project Summary

Aggregate and Soils	$ 11,140.00
Project Supervision, Review and Management	$ 3,440.00
Estimated Total	**$ 16,245.00**

Layout: BFUiR - Standard / TASK filter: BFUiR - Utilities.

x	Activity ID	Activity Name	Orig Dur	Start	Finish
	BFUiR v170 BFUiR Current		295	04/06/26	06/02/27
	Utilities		295	04/06/26	06/02/27
	Street Utilities		295	04/06/26	06/02/27
	Package C		295	04/06/26	06/02/27
	Priority Work (4th Ave)		10	04/06/26	04/17/26
	14A3.0842.2	Duct Bank under tower crane - 4th Ave	10	04/06/26	04/17/26
	Zone 1 (4th Ave)		94	06/15/26	10/26/26
	14A3.0842.3	Sanitary Sewer - Zone 1 4th Ave*** Pred Tie to TC#2	11	06/15/26	06/29/26
	14A3.0842.9	Storm - Zone 1 4th Ave	12	06/26/26	07/14/26
	14A3.0842.4	Domestic Water - Zone 1 4th Ave	20	07/13/26	08/07/26
	14A3.0842.5	Duct Bank (Excavate, Set, & pour) - Zone 1 4th Ave	20	07/13/26	08/07/26
	UPUI-380	Knutson Ductbank - BFUiR 4th Ave	35	08/10/26	09/28/26
	14A3.0842.7	Backfill & Grading - Zone 1 4th Ave	10	09/29/26	10/12/26
	14A3.0842.8	Paving - Zone 1 4th Ave	10	10/13/26	10/26/26
	Zone 2 (4th Ave)		210	08/05/26	06/02/27
	Zone 2 / Phase 1 (Install before tunnel ERS)		68	08/05/26	11/09/26
	14A3.0842.12	Sanitary Sewer - Zone 2 Phase 1	11	08/05/26	08/19/26
	14A3.0842.10	Storm - Zone 2 Phase 1 (Temporary Bypass)	10	10/27/26*	11/09/26
	Zone 2 / Phase 2		42	04/05/27	06/02/27
	14A3.0842.13	Storm - Zone 2 Phase 2	12	04/05/27*	04/20/27
	14A3.0842.14	Domestic Water Redundant Feed for Mayo - Zone 2 Phase 2	10	04/21/27	05/04/27
	14A3.0842.15	Backfill & Grading - Zone 2 Phase 2	10	05/05/27	05/18/27
	14A3.0842.16	Paving - Zone 2 Phase 2	10	05/19/27	06/02/27
	Zone 3 (Between 4th and 3rd Ave)		71	08/20/26	12/01/26
	14A3.0842.17	Sanitary Sewer - Zone 3	25	08/20/26	09/24/26
	14A3.0842.18	Storm - Zone 3	11	10/28/26	11/11/26
	14A3.0842.19	Domestic Water - Zone 3	7	11/12/26	11/20/26
	14A3.0842.20	Backfill & Grading - Zone 3	5	11/23/26	12/01/26
	Zone 5		57	10/30/26	01/25/27
	UPUI-101	Knutson Ozmun Vault Tunnel to Grade - Zone 5	0		10/30/26*
	14A3.0842.29	Sanitary Sewer - Zone 5	3	12/02/26	12/04/26
	14A3.0842.30	Storm - Zone 5	12	12/07/26	12/22/26
	14A3.0842.31	Domestic Water - Zone 5	5	12/23/26	12/30/26
	14A3.0842.33	Backfill & Grading - Zone 5	7	12/31/26	01/11/27
	14A3.0842.34	Paving - Zone 5	10	01/12/27	01/25/27
	Zone 6 (3rd Ave)		103	10/13/26	03/10/27
	14A3.0842.35	Sanitary Sewer - Zone 6 3rd Ave***pred ERS Zone 4.1 4.2	11	10/13/26	10/27/26
	UPUI-370	Knutson Ductbank - BFUiR 3rd Ave SW	20	11/02/26	12/01/26
	14A3.0842.36	Storm - Zone 6 3rd Ave	12	01/12/27	01/27/27
	14A3.0842.37	Domestic Water - Zone 6 3rd Ave	10	01/28/27	02/10/27
	14A3.0842.38	Duct Bank (Excavate, Set, & pour) - Zone 6 3rd Ave	10	01/28/27	02/10/27
	14A3.0842.39	Backfill & Grading - Zone 6 3rd Ave	10	02/11/27	02/24/27
	14A3.0842.40	Paving - Zone 6 3rd Ave	10	02/25/27	03/10/27
	Zone 4 (3rd Ave)		34	03/11/27	04/27/27
	14A3.0842.22	Sanitary Sewer - Zone 4 3rd Ave (12/29	6	03/11/27	03/18/27
	14A3.0842.23	Storm - Zone 4 3rd Ave	6	03/19/27	03/26/27



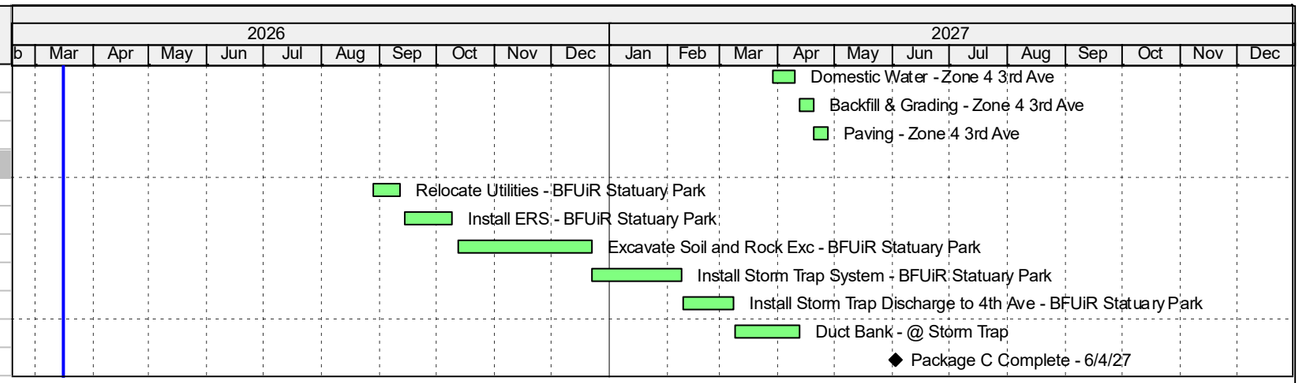
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Page 1 of 2
BFUiR 2026.03.09 v170
BFUiR 2026.03.02 v168 BL

Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Critical Milestones
Milestone
UPUI
UPUI
Proj Summary

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BFUiR - Utilities Package C
v070 Current vs Previous v168

Gilbane McGough

x	Activity ID	Activity Name	Orig Dur	Start	Finish
	14A3.0842.24	Domestic Water - Zone 4 3rd Ave	10	03/29/27	04/09/27
	14A3.0842.27	Backfill & Grading - Zone 4 3rd Ave	6	04/12/27	04/19/27
	14A3.0842.28	Paving - Zone 4 3rd Ave	6	04/20/27	04/27/27
	Statuary Park / Storm Trap		193	08/28/26	06/02/27
	1000.0841.2	Relocate Utilities - BFUiR Statuary Park	10	08/28/26	09/11/26
	1000.0841.3	Install ERS - BFUiR Statuary Park	20	09/14/26	10/09/26
	1000.0841.4	Excavate Soil and Rock Exc - BFUiR Statuary Park	50	10/12/26	12/22/26
	1000.0841.5	Install Storm Trap System - BFUiR Statuary Park	32	12/23/26	02/08/27
	1000.0841.6	Install Storm Trap Discharge to 4th Ave - BFUiR Statuary Park	20	02/09/27	03/08/27
	14A3.0842.43	Duct Bank - @ Storm Trap	25	03/09/27	04/12/27
	1301.0841.2	Package C Complete - 6/4/27	0		06/02/27*



Finish Date: 03/18/31
Data Date: 03/16/26
Run Date: 03/17/26 15:41
Page 2 of 2
BFUiR 2026.03.09 v170
BFUiR 2026.03.02 v168 BL

Remaining Level of Effort
Actual Level of Effort
Actual Work
Remaining Work
Critical Remaining Work
Critical Milestones
Milestone
UPUI
UPUI
Proj Summary

Bold. Forward. Unbound. in Rochester
BFUiR - Utilities Package C
v070 Current vs Previous v168

Gilbane McGough

GENERAL CONDITIONS

ARTICLE 1 TERM OF CONTRACT, OBLIGATIONS

A. This Contract will be effective upon the later of the date set in the Special Conditions or upon execution and approval by both parties. This Contract will remain in effect until the Expiration Date set in the Special Conditions or until all obligations set forth in this Contract have been fulfilled.

B. For delays encountered that are beyond ENGINEER's control, and upon written request from ENGINEER, the CITY's Authorized Agent may extend the Work Completion Date established in the Special Conditions of this Contract. The length of such time extension will be determined by the CITY's Authorized Agent.

C. It will be ENGINEER's responsibility to reasonably notify CITY's Authorized Agent, in writing, if ENGINEER has reason to believe the project will not be completed as scheduled. CITY's Authorized Agent will have the authority to adjust the schedule and final cost associated with such delays, as provided in these General Conditions.

D. Engineer shall furnish all materials, all necessary tools and equipment, and perform all work and labor necessary to determine Contractor's compliance with the construction of the Project consistent with City design specifications and consistent with the approved civil construction plans for the Project.

E. CITY recognizes that ENGINEER provided services to the Owner under a City-Owner contract authorizing the construction of the public facilities for which construction inspection and observation services are being requested. CITY waives any and all conflict of interest rights against ENGINEER relative to this arrangement.

ARTICLE 2 GOVERNING LAW, JURISDICTION, AND VENUE

A. This Contract shall be governed by and construed in accordance with the laws of the State of Minnesota. Venue for all legal proceedings arising out of this Contract will be in the applicable state or federal court with competent jurisdiction in Olmsted County and Minnesota respectively.

ARTICLE 3 TERMS OF GENERAL CONDITIONS

A. Any and all provisions of these General Conditions will remain in force unless they are specifically and deliberately canceled or modified by the Special Conditions of this Contract.

B. To the extent of any inconsistencies between the Special Conditions and these General Conditions, the Special Conditions will control. Minnesota Law supersedes any of the Special Conditions or General Conditions set forth in this Contract.

ARTICLE 4 TERMS OF PAYMENT

A. Subject to the provisions of the Special Conditions, all services performed and deliverables satisfactorily supplied by ENGINEER pursuant to this Contract will be paid by CITY. Compensation will be in accordance with the Special Conditions, ARTICLE 3, "Consideration of Payment".

B. If it appears at any time that ENGINEER will exceed the Total Contract Amount stated in the Special Conditions of this Contract, ENGINEER must notify CITY's Authorized Agent in writing in a timely manner. ENGINEER may not be compensated for work performed in excess of the Total Contract Amount without a written, and fully executed, amendment to the Contract. Any work performed beyond that identified in this Contract without a prior written amendment signed by CITY may be deemed voluntary and ENGINEER may not be entitled to compensation for the extra work.

C. If ENGINEER claims any instructions, latent conditions, or other conditions exist that require extra cost under this Contract, ENGINEER must make claim for any extra cost incurred in writing within 20 Calendar days after such instruction or observance of conditions. Latent conditions are conditions not anticipated by the Special Conditions of this Contract. Any claim made after this time may be refused and no claim will be valid unless so made. Any work performed under an

amendment to this Contract that has not been properly approved and executed by the parties will be performed at ENGINEER's own risk.

D. Reimbursement for travel and subsistence expenses actually and necessarily incurred by ENGINEER as a result of performance of this Contract must not exceed the amount defined in the Special Conditions. ENGINEER may be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Mn/DOT Travel Regulations", and identified in Special Conditions, Article 3.

ARTICLE 5 PROCEDURE FOR PAYMENT

A. Payments will be made by CITY within 30 days of ENGINEER's presentation of properly prepared invoices and progress reports for services performed in accordance with this Contract. CITY shall notify ENGINEER in writing within 30 days of ENGINEER's presentation of invoices if they believe the progress reports were not properly prepared or the services were not properly performed in accordance with the Contract.

B. Invoices for payment must be submitted by ENGINEER monthly to the CITY's Authorized Agent in the form prescribed by CITY. Invoices should identify the project and the cost for the services performed and delivered for the billing period and must satisfy the requirements listed below:

1. Each invoice must contain the following information: CITY contract invoice number (sequentially numbered), billing address if different from business address, and ENGINEER's original signature attesting that the invoiced services and costs are new and that no previous charge for those services and deliverables has been included in any prior invoice.
2. The original of each invoice and progress report must be sent to the CITY's Authorized Agent for review and payment.
3. Direct non-salary costs allocable to the work under this Contract, and defined in the Special Conditions of this Contract, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct non-salary costs are any costs that are not the salaried costs directly related to the work of the ENGINEER. Supporting documentation must be provided in a manner that corresponds to each direct cost.
4. ENGINEER must provide, upon request of the CITY's Authorized Agent, the following supporting documentation:

   a. Direct salary costs of employees' time directly chargeable for the services performed under this Contract. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked, and total payment for each invoice period; and

   b. Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generated printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours, and the dollar amount charged to the project for each pay period.
5. ENGINEER must provide a copy of the invoice they forwarded to the city to the developer for informational purposes. This document should be cleared stated that it's for informational purposes only.

C. If ENGINEER is authorized by CITY to use or uses any sub consultants, ENGINEER must include all the above supporting documentation in any sub consultant's Contract, and ENGINEER must comply with Minnesota Statutes Section 16A.1245, requiring timely payment by ENGINEER of sub consultant's, penalties for late payments, and defining costs the sub consultant must be awarded if the sub consultant prevails in a lawsuit.

D. ENGINEER must require sub consultant's invoices to follow the same form and contain the same information as set forth above.

ARTICLE 6 CONDITIONS OF PAYMENT

A. For all services and deliverables provided by ENGINEER under this Contract, the Engineer shall maintain its ethical and legal duty of a professional to exercise the level of care, diligence, and skill prescribed in the code of practice of his or her profession, or as other professionals in the same discipline would in the same or similar circumstances. The ENGINEER shall comply with the following:

1. All current applicable federal, state, and local laws, ordinances, rules, and regulations.
2. All current state standards, policies, and practices required by applicable law to perform ENGINEER's services.

B. ENGINEER will not receive payment for work performed in violation of federal, state, or local laws, ordinances, rules, or regulations.

C. All deliverables covered by progress payments made by CITY will become the sole property of CITY. This provision must not be construed as relieving ENGINEER from sole responsibility for services and deliverables upon which payments have been made or the restoration of any damaged work or as waiving the right of CITY to require the fulfillment of all of the terms of this Contract. If the CITY uses the ENGINEER's deliverables in a manner beyond the scope of this contract, it shall indemnify ENGINEER for claims resulting from this reuse. The CITY grants ENGINEER a non-exclusive license, to the extent of the CITY's rights in such data, to use the ENGINEER Data for other purposes.

D. Nothing in this Contract must be construed in any way to relieve ENGINEER from its obligation to complete the services and/or deliverables described in this Contract for a sum not to exceed that is set forth in the Special Conditions.

E. ENGINEER is not authorized to direct the work of Contractor, unless City is given such authority, in writing, by Owner. ENGINEER communication shall be directly with Owner's representative (Construction foremen or superintendent or other member identified as Project Manager), and to City Engineer or his designee.

ARTICLE 7 ASSIGNMENT

A. ENGINEER may neither assign nor transfer any rights or obligations under this Contract without prior written authorization from the CITY's Authorized Agent. The written authority will in no way relieve ENGINEER from the primary responsibility for performance of the services and deliverables specified in this Contract.

ARTICLE 8 SUBCONTRACTS

A. ENGINEER must require all sub consultant contracts to contain all appropriate terms and conditions of this Contract. The use of sub consultants does not relieve the ENGINEER from performing and delivering the work stated in this Contract.

B. A copy of any and all sub consultant contracts must be sent to the CITY's Authorized Agent after execution of the sub consultant contract and prior to work starting under the sub consultant contract.

ARTICLE 9 AMENDMENTS, CHANGE ORDERS, MERGER, COUNTERPARTS, AND WAIVER

A. Amendments to this Contract will be considered only for unforeseen work or services that were excluded in the Scope of Work, entitled "Detailed Scope of Work," and that are considered essential to the work. Any written claim made by ENGINEER for extra work or costs under this Contract that has been approved by the CITY's Authorized Agent must be evidenced by an amendment to this Contract. Amendments must be in writing and executed and approved by the same parties and officials who executed and approved the original Contract, or their successors in office. ENGINEER must notify CITY's Project Manager in writing if ENGINEER will be delayed in any way from completing the project under this Contract.

B. The work to be done in connection with this Contract may be changed at the request of CITY, with the mutual concurrence of ENGINEER. Any change will be clearly and fully defined in writing, and approved by both parties. Change orders must be consistent with the basic purpose of this Contract and within the general Scope of Services identified in the Special Conditions.

C. This Contract constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Contract. ENGINEER, by the signature below of its authorized representative, hereby acknowledges that the ENGINEER has read this Contract, understands it and agrees to be bound by its terms and conditions.

D. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same Contract.

ARTICLE 10 COMPLIANCE WITH LICENSES, PERMITS, AND OTHER REGULATIONS

A. ENGINEER shall procure all licenses, certifications, education, permits, or other rights necessary to fulfill its obligations under this Contract in compliance with all applicable federal and state laws.

ARTICLE 11 DATA PRACTICES AND INTELLECTUAL PROPERTY

A. The Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, applies to all data created, gathered, generated, or acquired in accordance with this Contract.

B. Any reports, studies, photographs, negatives, or other documents created and paid for by ENGINEER in the performance of its obligations under this Contract are instruments of service in respect to ENGINEER's services and are the exclusive property of CITY. ENGINEER must remit all such materials to CITY upon completion or cancellation of this Contract. The CITY will indemnify ENGINEER for claims resulting from any reuse of such materials beyond the scope of this Contract. The City shall grant the ENGINEER a non-exclusive license, to the extent of the CITY's rights in such data, to use the ENGINEER Data for other purposes. ENGINEER waives all claims against the CITY resulting in any way from any reuse of the ENGINEER.

C. Unless otherwise directed by CITY, the originals of reports, tests, drawings and plans; and legibly reproducible copies of work sheets, field notes, computations, photos, test results, and other project data must be relinquished to CITY:

1. Upon written notice of completion or cancellation of this Contract.
2. Upon written notification by CITY.
3. Prior to final payment by CITY to ENGINEER for this Contract.

D. Notwithstanding the above paragraphs, work papers, proprietary information, processes, methodologies, know-how and software ("ENGINEER Data") previously belonging or licensed to ENGINEER and used to perform ENGINEER's services shall remain the property of ENGINEER. ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of the ENGINEER), whether or not the Project is completed. To the extent the services performed by ENGINEER contain ENGINEER Data, ENGINEER hereby grants to CITY a non-exclusive, non-assignable, royalty-free, irrevocable license to use such ENGINEER Data for the purposes set forth herein, subject to the following limitations: such ENGINEER Data are not intended or represented to be suitable for use or reuse by CITY on extension of the Project or on any other project without written verification or adaptation by ENGINEER and any such reuse or modification of the ENGINEER Data without the written verification or adaptation by ENGINEER shall be done at CITY's sole risk and without liability to ENGINEER.

ARTICLE 12 LIABILITY

A. General - Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the project, and the ENGINEER's fee for the Services, and in consideration of the promises contained in this Contract, CITY and ENGINEER agree to allocate and limit such liabilities in accordance with this Article.

B. Indemnification - ENGINEER and CITY (the "Indemnifying Party") shall be liable for its own negligent acts, errors and omissions to the extent provided by law and subject to the CITY's cap on municipal tort liability under Minnesota Statutes Section 466.04, and hereby agrees to defend, indemnify, and hold harmless the other ("the Indemnified Party"), from any liability, damages, and costs arising from the negligent acts of ENGINEER and CITY and anyone for whose negligent acts they may be liable for in the performance of professional services required under this Contract which the Indemnified Party, its officers and employees may hereafter sustain, incur or be required to pay to the full effect provided by Minnesota Statutes Chapter 337, to the extent the ENGINEER and CITY are responsible for such liability, costs, damages, including reasonable attorneys' fees. In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of ENGINEER and CITY, they shall be borne by each party in proportion to its own negligence.

C. Survival - Upon completion of all services, obligations, and duties provided for in this Contract, or if this Contract is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 13 WORKERS' COMPENSATION

A. Any and all employees of ENGINEER, including its sub consultants, or other persons while engaged in the performance of any work or services required by ENGINEER under this Contract, will not be considered employees of CITY. Any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of ENGINEER's employees, or other person while so engaged on any of the work or services to be rendered, will in no way be the obligation or responsibility of CITY. Pursuant to Minnesota Statutes 176.182, acceptable evidence of compliance with Workers' Compensation insurance coverage requirements must be presented to CITY before CITY may enter into a contract with ENGINEER.

ARTICLE 14 BONDS

This Article is hereby deleted.

ARTICLE 15 INSURANCE

A. A certificate of insurance for each type of insurance required under this Contract must be filed with the CITY's Authorized Agent prior to execution of the Contract by City. Each policy must contain a requirement that the insurer provide the CITY a 30-day notice of cancellation.

B. ENGINEER must maintain and furnish satisfactory evidence of the following insurance policies:

1. ENGINEER shall procure and maintain for the term of the Contract, insurance coverage as is reasonable and necessary for performed services by ENGINEER and its employees.
2. The ENGINEER shall be responsible for obtaining separate certificates and endorsements for each sub consultant. ENGINEER shall determine the appropriate level of insurance coverage and limits from its sub consultants.
3. **Workers' Compensation Insurance:** ENGINEER will provide Workers' Compensation insurance for all ENGINEER employees and, in case any work is subcontracted, ENGINEER will require the sub consultant to provide Workers' Compensation insurance in accordance with the statutory requirements of CITY of Minnesota, and including Coverage B, Employer's Liability, at limits not less than $100,000.00 bodily injury by disease per employee; $500,000.00 bodily injury by disease aggregate; and $100,000.00 bodily injury by accident. Evidence of sub consultant's insurance shall be filed with the ENGINEER.
4. **Commercial General Liability:** ENGINEER will maintain insurance protecting ENGINEER from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage including loss of use which may arise from operations under this Contract whether such operations be by ENGINEER or by a sub consultant or by anyone directly or indirectly employed under this Contract. ENGINEER's liability insurance shall be primary to any liability insurance maintained by the City. Unless otherwise specified within this Contract, ENGINEER's insurance minimum amounts will be as follows:
   a. $1,000,000.00 - per occurrence
   b. $1,000,000.00 - annual aggregate

   In addition, the following coverages should be included:
   a. Bodily Injury and Property Damage
   b. Products and Completed Operations Liability
   c. Blanket Contractual Liability
   d. Name CITY as an Additional Insured
5. **Commercial Automobile Liability:** ENGINEER will maintain insurance protecting ENGINEER from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for

property damage including loss of use which may arise from operations under this Contract whether such operations were by ENGINEER or by sub consultant or by anyone directly or indirectly employed under this Contract. Unless otherwise specified within this Contract, the ENGINEER insurance minimum amounts will be as follows:

$1,000,000.00 - per occurrence Combined Single limit for Bodily Injury and Property Damage

In addition, the following coverages should be included:

Owned, Hired, and Non-owned
Name CITY as an Additional Insured

6. **Professional Liability Insurance:**

Unless otherwise specified within this Contract, ENGINEER insurance minimum amounts will be as follows:
$1,000,000.00 - per claim
$1,000,000.00 - annual aggregate

This policy will provide coverage for all claims ENGINEER will become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to ENGINEER's professional services required under this Contract.

C. ENGINEER must:
1. Include legal defense fees in addition to its liability policy limits, with the exception of Professional Liability Insurance above; and
2. Obtain insurance policies from an insurance company having an "AM BEST" rating of A-VIII or better.

D. CITY reserves the right to immediately rescind this Contract if ENGINEER is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against ENGINEER. Upon written request by the CITY's Authorized Agent, all insurance policies shall be open to inspection, and copies of policies may be requested.

ARTICLE 16 DELIVERABLE STANDARDS

A. CITY will have the authority to disapprove or reject services or deliverables that are defective. ENGINEER will be responsible for the accuracy of its work under this Contract and must make timely revisions or corrections without compensation resulting from errors and omissions on the part of ENGINEER. The services or deliverables provided to CITY by ENGINEER must be of such quality that they are suitable for their intended purpose.

B. ENGINEER's services and compensation under this Contract have been agreed to in anticipation of the orderly and continuous progress of the Project though completion. Unless specific periods of time or specific dates for providing services are specified in this Contract, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be require for the completion of said services.

C. If in this Contract specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CITY has requested changes in the scope, extent, or character of the Project; the time of performance of ENGINEER's services shall be adjusted equitably.

D. Neither party will be held responsible for delay or failure to perform when such delay or failure is due to any of the following, unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, or delays or defaults caused by public carriers, provided the defaulting party gives written notice as soon as possible to the other party of its inability to perform.

E. For purposes of this Contract the term "day" means a calendar day of 24 hours.

ARTICLE 17 ANTITRUST

A. ENGINEER assigns to CITY any and all claims for overcharges as to services and deliverables provided in connection with this Contract resulting from alleged antitrust violations, which arise under the antitrust laws of the United States and state of Minnesota.

ARTICLE 18 OFFICIALS NOT TO BENEFIT

A. Without prior written consent of CITY, ENGINEER must not employ any professional or technical personnel who are or have been at any time during the time period of this Contract in the employ of CITY, except retired CITY employees, without written consent from CITY.

B. ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ENGINEER, to solicit or secure this Contract, and that ENGINEER has not paid or agreed to pay any company or person, other than a bona fide employee working for ENGINEER, any fee, commissions, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making of this Contract.

ARTICLE 19 CANCELLATION

A. This Contract may be canceled by CITY at any time, with or without cause, upon written notice to the ENGINEER. In the event of such cancellation ENGINEER will be entitled to payment, determined on pro rata basis, for services and deliverables performed or delivered.

If City fails to make any payment due to ENGINEER for services satisfactorily performed and expenses within thirty days after the date of ENGINEER's invoice, ENGINEER may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold project deliverables due under this Contract until ENGINEER has been paid in full all amounts due for services, expenses and charges.

ARTICLE 20 ERRORS OR OMISSIONS

A. ENGINEER will be responsible for the accuracy of its work and must promptly make necessary revisions or corrections resulting from ENGINEER's negligent acts, errors, or omissions without additional compensation. Acceptance of the work by CITY will not relieve ENGINEER of the responsibility for subsequent correction of any errors or omissions or for clarification of any ambiguities.

B. If negligent acts, errors, or omissions are made by ENGINEER in any phase of the work, the correction of which may require additional field or office work, ENGINEER will be promptly notified by CITY and will be required to perform such additional work as may be necessary to correct these negligent acts, errors, or omissions without undue delay and without additional cost to CITY. If the ENGINEER is aware of any negligent acts, errors, or omissions made in any phase of its work, the corrections of which may require any additional field or office work, ENGINEER must promptly perform such additional work as may be necessary to correct these negligent acts, errors, or omissions without undue delay and without additional cost to CITY.

C. ENGINEER will be responsible for any damages incurred as a result of its negligent acts, errors, or omissions and for any loss or cost to repair or remedy ENGINEER's errors, omissions or negligent acts. Acceptance of the work by CITY will not relieve ENGINEER of the responsibility for subsequent correction of any such negligent acts, errors, or omissions, or of liability for loss or damage resulting therefrom.

D. ENGINEER must respond to CITY's notice of any errors and/or omissions within reasonable time and give immediate attention to these corrections to minimize any delays to the ENGINEER.

ARTICLE 21 DISPUTE RESOLUTION

A. Mediation. Any claim, controversy or dispute arising out of this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The mediation shall be

conducted in Olmsted County, Minnesota, and in accordance with the Minnesota Civil Mediation Act, Minn. Stat. 572.31, et., seq. Any claim, controversy or dispute not resolved by mediation may be the subject of legal or equitable proceedings filed by either party. The legal or equitable proceedings must be venued in Olmsted County, Minnesota. The parties waive all rights to and claims for monetary awards other than compensatory damages.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/18/2026

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Jeanne Danmeier	
H. Robert Anderson and Associates, Inc. 8201 Norman Center Drive Suite 220 Bloomington MN 55437	PHONE (A/C, No, Ext): (952) 893-1933	FAX (A/C, No): (952) 893-1819
	E-MAIL ADDRESS:	

INSURED	INSURER(S) AFFORDING COVERAGE	NAIC #
WSB LLC 701 Xenia Avenue South Ste. 300 Minneapolis MN 55416	INSURER A : XL Specialty Insurance Co.	37885
	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** 2025-2026 WSB LLC 1 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC ☐ OTHER:						EACH OCCURRENCE	$
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
							GENERAL AGGREGATE	$
							PRODUCTS - COMP/OP AGG	$
								$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	☐ **UMBRELLA LIAB** ☐ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ N / A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below						☐ PER STATUTE ☐ OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$
A	Professional Liability			DPR5048636	10/01/2025	10/01/2026	Each Claim/ Each Policy Year Aggregate	$5,000,000 $10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT NAME: Mayo Clinic - Public Improvements to Serve BFUiR (Package C)

This certificate or memorandum of insurance does not affirmatively or negatively amend, extend, or alter the coverage afforded by the insurance policy.

CERTIFICATE HOLDER

City of Rochester
4001 West River Parkway NW
Ste. 100
Rochester MN 55901

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Theresa M. Andersons

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Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See *Specific Instructions* on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

WSB LLC

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☐ S corporation ☐ Partnership ☐ Trust/estate

☑ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) C

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

701 Xenia Ave S, Suite 300

6 City, state, and ZIP code

Minneapolis, MN 55416

Requester's name and address (optional)

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

4	1	–	1	8	2	0	0	1	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] **Date** 1/5/2026

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Revocable Permit and Agreement with Oakview Properties, LLC - Drive Approach for Garbage Collection in Right-of-Way

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:
Authorizing a revocable permit and agreement ("the agreement") with Oakview Properties, LLC for a drive approach for garbage collection to remain within the right-of-way of 2nd St SE.

Report Narrative:
Oakview Properties, LLC is the Owner of the property described as Lots 1, 2, and 3, Block 1, Weis Re-Subdivision, Olmsted County, Minnesota. There are two apartment buildings located on Owner's property. The property has two drive approaches. The first approach is located on 4th St SE and is the main access to Owner's property. The second approach is on 2nd St SE and is used by the garbage collection company to empty the dumpster for the property.

The City will be reconstructing 2nd St SE adjacent to Owner's property as part of City Project J7838 - 2nd St SE and 16th Ave SE Sanitary Sewer Maintenance (Project J7838). As part of Project J7838, the City planned to remove the 2nd St SE drive approach and reconstruct the boulevard as the property is already served by the 4th St SE access. The Owner has asked for the 2nd St SE drive approach to remain for garbage collection purposes only. The garbage collection company has stated to the Owner that it will not collect garbage from the property using the 4th St SE access due to the traffic conflict when trying to back into Owner's property to empty the onsite dumpster.

Public Works has reviewed the request and recommends in favor of the revocable permit and agreement ("the agreement"). The City will reconstruct the 2nd St SE approach as part of Project J7838, and the Owner will maintain the drive approach in the future at its own expense, as well as repair any damage to public facilities. The agreement includes language for revocation and liability protection for the City and has been executed by the Owner.

Priorities & Foundational Principles:
Inclusive Growth Management
Public Safety

Policy Considerations & DEI Impact:
The permit and agreement with Oakview Properties, LLC 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 did not collect money from the property owner for the preparation and recording of the Revocable Permit and Agreement as the revocable permit is part of Project J7838.

Alternative Action(s):

No alternative actions suggested at this time.

Prepared By:

Jamie Miller

Attachments:

Revocable Permit & Agreement - Oakview Properties LLC - Drive Approach in 2nd St SE ROW

REVOCABLE PERMIT AND AGREEMENT

THIS REVOCABLE PERMIT AND AGREEMENT (this "Agreement") is made this 11 day of March, 2026, between the **City of Rochester**, a Minnesota municipal corporation, hereinafter referred to as "City," and **Oakview Properties, LLC**, a Minnesota limited liability company, hereinafter referred to as "Owner."

WITNESSETH THAT:

WHEREAS, Owner owns certain real property described as:

Lots 1, 2, & 3, Block 1, Weis Re-Subdivision, Olmsted County, Minnesota

hereinafter referred to as the "Property"

WHEREAS, there are two apartment buildings on the Property; and,

WHEREAS, the City will be reconstructing 2nd Street SE on the north side of the Property as part of City Project J7838 - 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project (hereinafter "City Project J7838"). There are two drive approaches that serve the Property. The drive approach connected to 4th Street SE is the main access to the Property for the tenants. The second drive approach on 2nd Street SE is being used for access by trash collection companies to avoid conflict when trying to back into the Property from 4th Street SE; and,

WHEREAS, as part of City Project J7838, the 2nd Street SE approach would typically be removed as there is an existing access to the Property.

WHEREAS, Owner has requested that drive approach on 2nd Street SE serving the Property be allowed to remain in place for the safety of the trash collection vehicles and to avoid additional conflict on 4th Street SE; and,

WHEREAS, the City is willing to grant this Permit upon the terms and conditions contained herein, which terms and conditions apply to Owner, its successors and assigns.

NOW, THEREFORE, IT IS MUTUALLY AGREED by the City and Owner as follows:

1. Subject to full execution of this Agreement, and Owner's full compliance with the terms of this Agreement, the City hereby authorizes the drive approach to remain within the 2nd Street SE right of way (hereinafter "Right of Way. The drive approach shall be designed and constructed as part of City Project J7838 consistent with the exhibit attached hereto for reference as **EXHIBIT A**.
2. The subject drive approach is to be used for trash collection only and not to serve as a secondary access to the Property for the Owner and its tenants.
3. All costs associated with future maintenance or replacement of the drive approach shall be the obligation of the Owner.
4. In the event that damage may occur to public facilities as a result of the drive approach being located within the Right of Way, Owner shall make immediate repairs and bear all costs of City ordered repairs.
5. As part of any future maintenance or replacement of the drive approach, Owner shall restore, to the City's satisfaction, all areas disturbed by work related to the drive approach and bear all costs of said restoration.
6. Owner shall ensure that the use of said drive approach shall be in accordance with all applicable City codes and other provisions of law, and that proper maintenance of the drive approach occurs to minimize the impact on the public's infrastructure.
7. Owner shall hold the City harmless, by insurance coverage or by agreement, and must defend and indemnify the City for any and all damages, or from any and all claims or causes of action made by any party resulting from the Owners' use of the Right of Way under the grant of authority contained herein or resulting from the City's decision to revoke this Permit.
8. This Permit is for the specific drive approach identified and referenced herein. No additional private improvements may be constructed within said Right of Way without separate approval by the City.
9. Any future maintenance and / or alterations / modifications to the drive approach shall be approved by the City and coordinated with the City Public Works Department prior to commencement of work activity.
10. Owner agrees to execute the Release and Hold Harmless Agreement attached hereto as **EXHIBIT B**.

11. This Permit is not intended to be for any specific period of time, and Owner shall, upon demand by the City acting through its City Engineer, remove the encroachments authorized by this Permit when a viable alternative is available to reconnect the Property to the municipal public water system. The Owner shall bear all costs of removal of the encroachments as well as the costs to reconnect the Property to the municipal water system. If demand for removal has been made and the encroachments are not removed, the encroachments shall be deemed the property of the City and the City may proceed to remove all or a part thereof without liability for damages to Owner. Owner shall reimburse the City for any costs the City incurs in removing the encroachments. Owner 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

12. By executing this Agreement, Owner acknowledges that it: (a) entered into and executed this Agreement knowingly, voluntarily, and willingly of its own volition with such consultation with legal counsel as it 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. As such, both parties agree that they will not challenge the legality of any term or condition found within this Agreement and specifically waives any and all legal objections they may have to any such term or condition. Notwithstanding any provision in this Agreement to the contrary, this clause will survive the termination or expiration of this Agreement.

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

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

15. The rights and obligations of this Agreement shall be deemed to be a covenant binding upon said Property, and shall run with the land, subject to the terms and conditions stated herein.

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

City of Rochester,
a Minnesota municipal corporation

By: _____ Date: _____, 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)

OWNER:

Oakview Properties, LLC,
a Minnesota limited liability company

By: Rroberts

Its: Property Owner

STATE OF MN)
) SS
COUNTY OF Olmsted)

On this 11 day of March, 2026, before me, a notary public within and for said county, personally appeared Rosebud Roberts, the property owner of **Oakview Properties, LLC**, a Minnesota limited liability company, personally known to me to be the person described in the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free will and on behalf of the limited liability company.

Maribeth Cooper
NOTARY PUBLIC

MARIBETH COOPER
NOTARY PUBLIC-MINNESOTA
My Comm. Exp. Jan. 31, 2027

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

EXHIBIT A

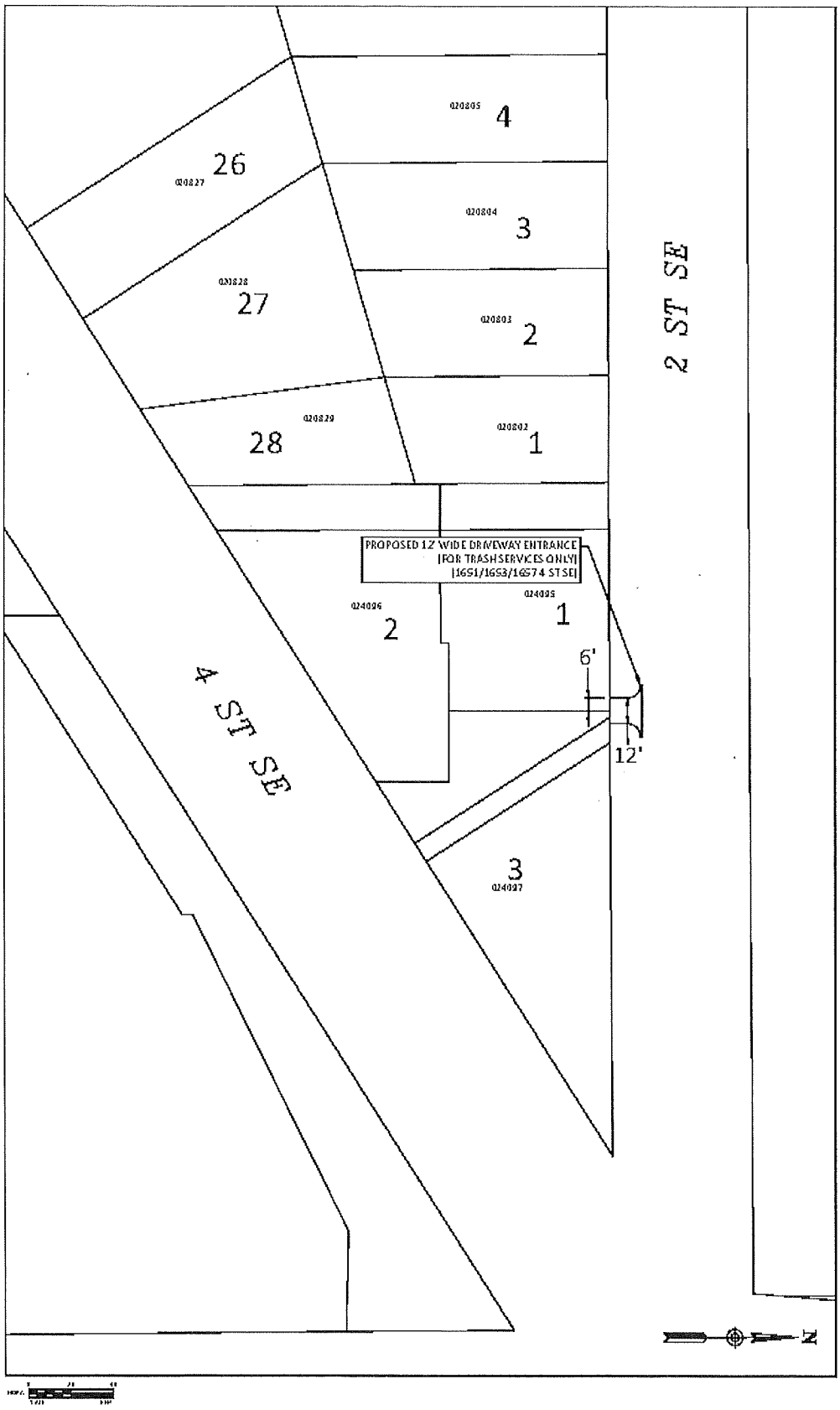

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Q20802
2 ST SE
PROPOSED 12' WIDE DRIVEWAY ENTRANCE
(FOR TRASH SERVICES ONLY)
(1651/1653/1674 ST SE)
Q24096
2
Q24095
1
6'
12'
4 ST SE
3
Q24097
N

EXHIBIT B

RELEASE AND HOLD HARMLESS AGREEMENT

The undersigned do hereby agree to indemnify, hold the City of Rochester harmless, release and to defend the City of Rochester 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 drive approach within the public right of way or easement during the term of the Revocable Permit, from the undersigned'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 Revocable Permit.

Oakview Properties, LLC,
a Minnesota limited liability company

By: RRoberts

Its: Property Owner

STATE OF MN)
) SS
COUNTY OF Olmsted)

On this 11 day of March, 2026, before me, a notary public within and for said county, personally appeared Rosebud Roberts, the Property Owner of **Oakview Properties, LLC**, a Minnesota limited liability company, personally known to me to be the person described in the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free will and on behalf of the limited liability company.

Maribeth Cooper
NOTARY PUBLIC

MARIBETH C...
NOTARY PUBLIC-MINNE...
My Comm. Exp. Jan. 31, 202...

EXHIBIT B

ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY AUTHORIZATION SIGNATURE

STATE OF MN

COUNTY OF Olmsted

On this 11 day of March, 2026, before me appeared Rosebud Roberts, to me personally known, who being by me duly
(Name of Officer)

sworn, did say that he/she is the Property Owner, of
(Title)

Oakview Properties, 1657 4th St. SE
(Name of Company), (Address)

Rochester, MN, 55904, a limited liability company, who has
(City & State) (Zip Code)

indicated the he/she is authorized under the articles of organization or operating agreement to execute the attached instrument for and on behalf of the limited liability company, and that he/she hereby executes said instrument for and on behalf of the limited liability company.

Maribeth Cooper
Notary Public

County: Olmsted

My Commission Expires: Jan 31, 2027

MARIBETH COOPER
NOTARY PUBLIC-MINNESOTA
My Comm. Exp. Jan. 31, 2027

F.27

REQUEST FOR ACTION

Revocable Permit and Agreement with Rochester I Limited Partnership - Private Improvements in Easement and on City Property

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:

Authorizing a revocable permit and agreement ("the agreement") with Rochester I Limited Partnership for placement of private improvements in 5-foot public drainage and utility easement and on City property.

Report Narrative:

Rochester I Limited Partnership is the Owner of the property that will be platted as Lot 1, Block 1, Bear Creek Vista Subdivision, Olmsted County, Minnesota, and is located on the south side of 4th St SE adjacent to Bear Creek. The Owner plans to construct a multi-family apartment building on its property. The Owner has requested approval to install private improvements (Private Improvements) in the 5-foot public drainage and utility easement on the Owner's property adjacent to 4th St SE, and on parcels owned by the City located between the Owner's property and Bear Creek. The Private Improvements include planters, benches, concrete steps with railing, hoop style bike racks, a concrete forecourt entrance, and an accessible walk within the stated easement. The owner will also install private 12-inch and 8-inch storm water pipes, and a private 48-inch storm water manhole on the adjacent parcels owned by the City.

The Owner will install and maintain the Private Improvements at the Owner's own expense, as well as 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:

Inclusive Growth Management
Public Safety

Policy Considerations & DEI Impact:

The permit and agreement with Rochester I Limited Partnership 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 rights-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 $246 for the preparation and recording of the subject Revocable Permit and Agreement.

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:

Jamie Miller

Attachments:

Revocable Permit & Agreement - Rochester I Limited Partnership - Private Improvements in Easement & City Land

REVOCABLE PERMIT AND AGREEMENT

THIS REVOCABLE PERMIT AND AGREEMENT (this "Agreement") is made this _____ day of _____, 2026, between the **City of Rochester**, a Minnesota municipal corporation, hereinafter referred to as "City," and **Rochester I Limited Partnership**, a Minnesota limited partnership, hereinafter referred to as "Owner."

WITNESSETH THAT:

WHEREAS, Owner owns certain real property described as (hereinafter referred to as the "Property")

Lot 1, Block 1, Bear Creek Vista Subdivision, Olmsted County, Minnesota

WHEREAS, City owns certain real property described as (hereinafter referred to as "City Land"):

Lot 5, Block 35, Morse & Sargeant's Addition to East Rochester, and the adjacent undeveloped west half of 6th Avenue SE right of way, Olmsted County, Minnesota, less that part platted as Bear Creek Vista Subdivision

AND

Lot 5, Block 36, Morse & Sargeant's Addition to East Rochester, and the adjacent vacated east half of 6th Avenue SE right of way, Olmsted County, Minnesota, less that part platted as Bear Creek Vista Subdivision

WHEREAS, Owner plans to construct a multi-family apartment building on the Property. Owner has requested the City's approval to install and maintain private improvements within the 5-foot public drainage and utility easement adjacent to the north property line on the Property (hereinafter "Easement"); and,

WHEREAS, Owner has also requested the City's approval to install and maintain privately owned stormwater infrastructure within the City Land; and,

WHEREAS, the City is willing to grant this Permit upon the terms and conditions contained herein, which terms and conditions apply to Owner, its successors and assigns.

NOW, THEREFORE, IT IS MUTUALLY AGREED by the City and Owner as follows:

1. Subject to full execution of this Agreement, and Owner's full compliance with the terms of this Agreement, the City hereby authorizes Owner to construct the private improvements (hereinafter collectively referred to as "Private Improvements" listed below within the Easement and on City Land. The Private Improvements shall be designed and constructed consistent with the exhibit attached hereto for reference as **EXHIBIT A**.

Private Improvements in Easement:

- Two raised planters
- Two benches
- Concrete steps with railing
- Hoop style bike racks (six spaces)
- Concrete forecourt entrance
- Accessible walk

Private Improvements on City Land:

- Privately owned and maintained 12-inch stormwater pipe
- Privately owned and maintained 8-inch stormwater pipe
- Privately owned and maintained 48-inch stormwater manhole

2. The bike racks cannot be permanently affixed to the ground. The bike racks may be secured by bolts, but must remain removable.

3. All costs associated with the design, construction, and future maintenance of the Private Improvements shall be the obligation of the Owner.

4. In the event that damage may occur to public facilities as a result of the Private Improvements being located within the Easement and on City Land, Owner shall make immediate repairs and bear all costs of City ordered repairs.

5. Owner shall restore, to the City's satisfaction, all areas disturbed by work related to the Private Improvements and bear all costs of said restoration.

6. Owner shall ensure that the use of said Private Improvements shall be in accordance with all applicable City codes and other provisions of law, and that proper maintenance of the Private Improvements occurs to minimize the impact on the public's infrastructure.

7. Owner shall hold the City harmless, by insurance coverage or by agreement, and must defend and indemnify the City for any and all damages, or from any and all claims or causes of action made by any party resulting from the Owner' use of the Easement and City Land under the grant of authority contained herein or resulting from the City's decision to revoke this Permit.

8. This Permit is for the specific Private Improvements identified and referenced herein. No additional private improvements may be constructed within said Easement or on City Land without separate approval by the City.

9. Any future maintenance and / or alterations / modifications to the Private Improvements shall be approved by the City and coordinated with the City Public Works Department prior to commencement of work activity.

10. Owner agrees to execute the Release and Hold Harmless Agreement attached hereto as **EXHIBIT B**.

11. This Permit is not intended to be for any specific period of time, and Owner shall, upon demand by the City acting through its City Engineer, remove the encroachments authorized by this Permit when a viable alternative is available to reconnect the Property to the municipal public water system. The Owner shall bear all costs of removal of the encroachments as well as the costs to reconnect the Property to the municipal water system. If demand for removal has been made and the encroachments are not removed, the encroachments shall be deemed the property of the City and the City may proceed to remove all or a part thereof without liability for damages to Owner. Owner shall reimburse the City for any costs the City incurs in removing the encroachments. Owner 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

12. By executing this Agreement, Owner acknowledges that it: (a) enters into and executes 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. As such, both parties agree that they will not challenge the legality of any term or condition found within this Agreement and specifically waives any and all legal objections they may have to any such term or condition. Notwithstanding any provision in this Agreement to the contrary, this clause will survive the termination or expiration of this Agreement.

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

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

15. The rights and obligations of this Agreement shall be deemed to be a covenant binding upon said Property, and shall run with the land, subject to the terms and conditions stated herein.

16. Owner has paid to the City a document preparation and recording fee of $246.00.

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

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

City of Rochester,
a Minnesota municipal corporation

By: _____ Date: _____, 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)

OWNER:

Rochester I Limited Partnership, a Minnesota limited partnership

By: Rochester I GP LLC, a Minnesota limited liability company, its General Partner

By: R-C

Name: Russell Cordas

Its: Vice President

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2026, by _____, the _____ of Rochester I GP LLC, a Minnesota limited liability company, the General Partner of **Rochester I Limited Partnership**, a Minnesota limited partnership, who is personally known to me to be the person who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and on behalf of the company as general partner of the limited partnership.

See Attached Notary Acknowledgment Certificate

_____
Notary Public

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

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On March 6th, 2026 before me, Jasmine Glaspie
(insert name and title of the officer)

personally appeared Russell Condas,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____ **(Seal)**

JASMINE GLASPIE
Notary Public - California
Los Angeles County
Commission # 2501630
My Comm. Expires Oct 6, 2028

EXHIBIT A

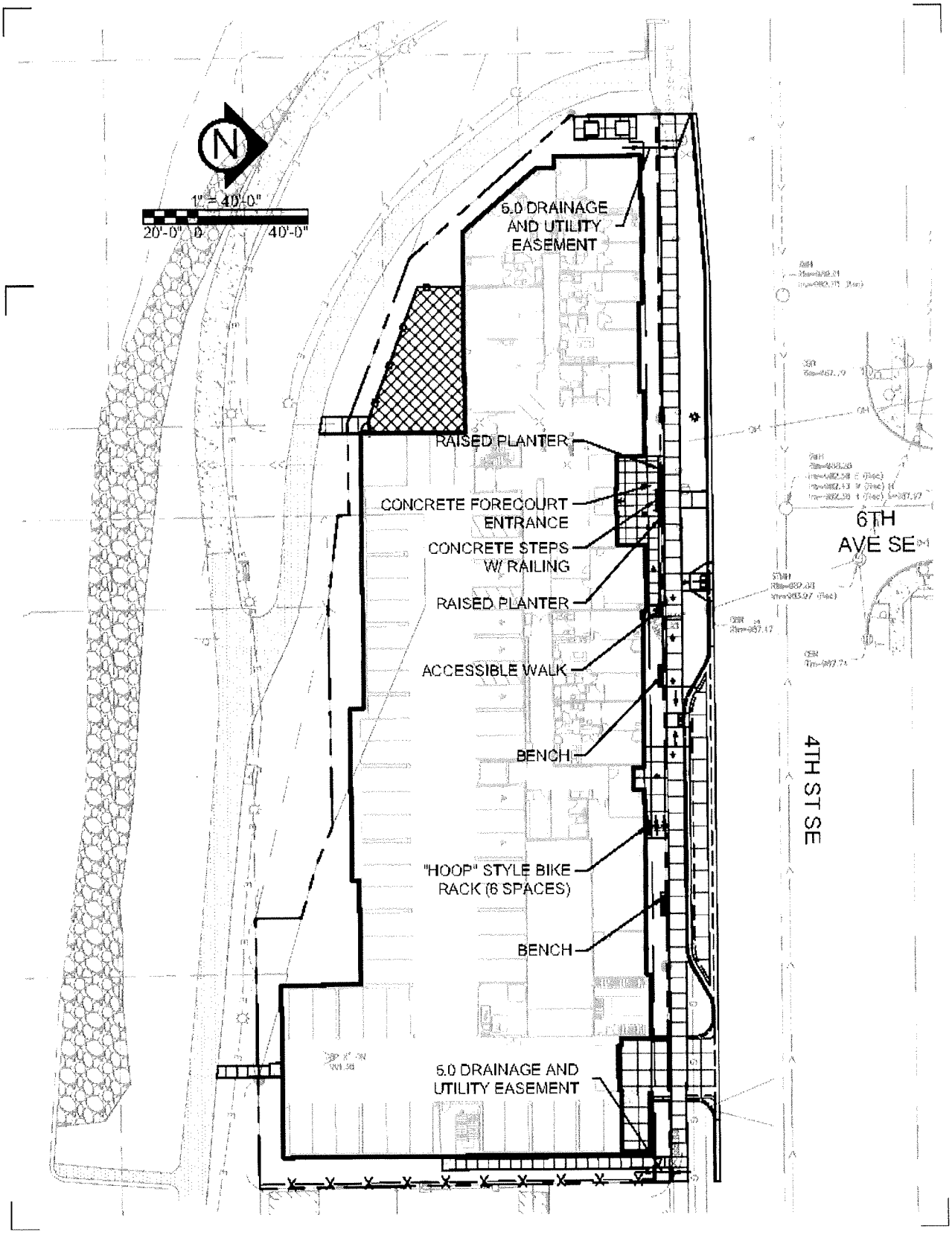
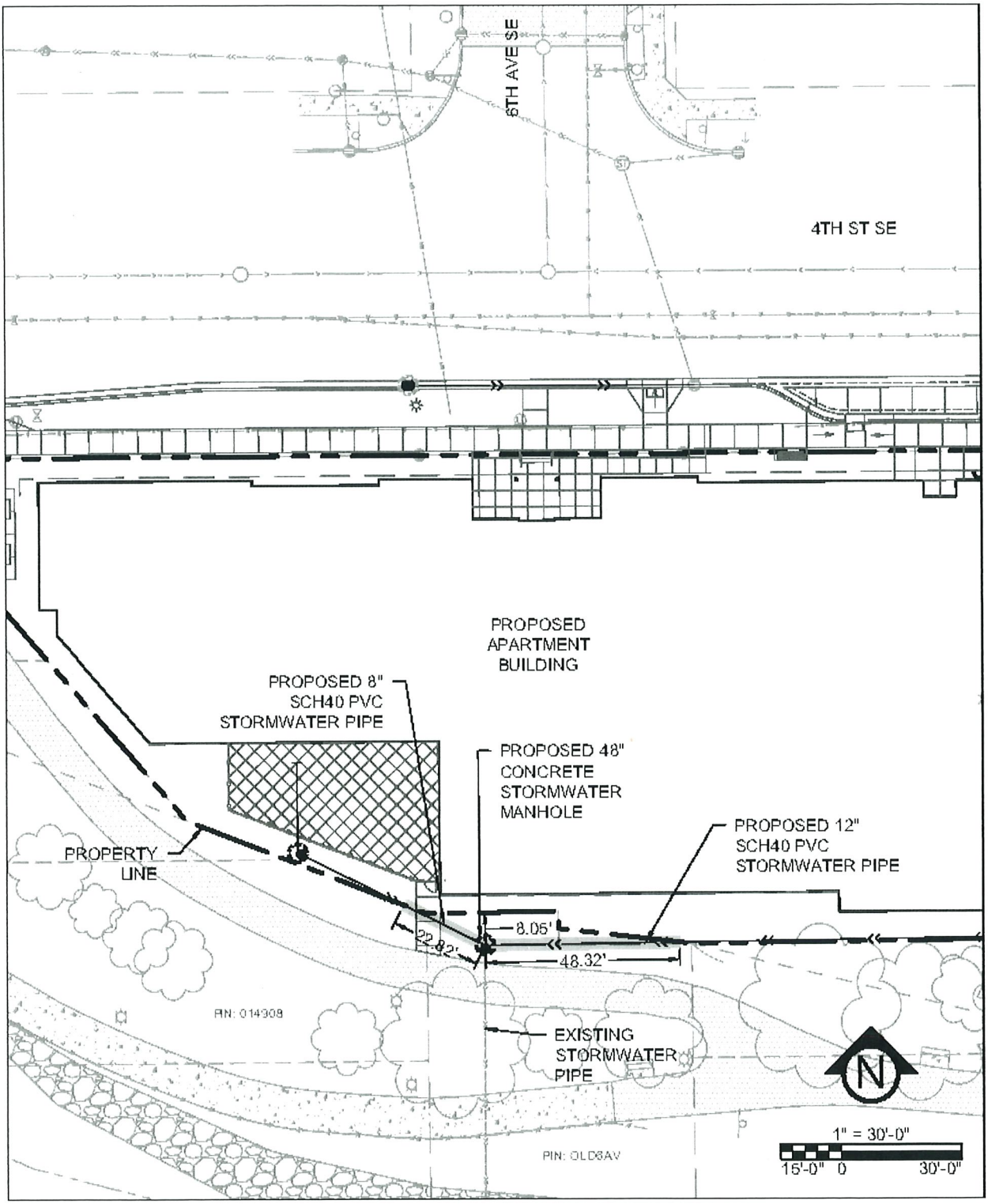

N
1" = 40'-0"
20'-0"
0
40'-0"
5.0 DRAINAGE AND UTILITY EASEMENT
RAISED PLANTER
CONCRETE FORECOURT ENTRANCE
CONCRETE STEPS W/ RAILING
RAISED PLANTER
ACCESSIBLE WALK
BENCH
"HOOP" STYLE BIKE RACK (6 SPACES)
BENCH
5.0 DRAINAGE AND UTILITY EASEMENT
6TH AVE SE
4TH ST SE

EXHIBIT A



4TH ST SE & 6TH AVE SE, ROCHESTER, MN	PROPOSED REVOCABLE STORM SEWER	4TH STREET APARTMENTS
CivilSite GROUP 5000 Glenwood Avenue Golden Valley, MN 55422 612-615-0060 www.CivilSiteGroup.com		Project Number: 24611 Issue Date: 10/9/2025

EXHIBIT B

RELEASE AND HOLD HARMLESS AGREEMENT

The undersigned do hereby agree to indemnify, hold the City of Rochester harmless, release and to defend the City of Rochester 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 the Easement or on City Land during the term of the Revocable Permit, from the undersigned's use of the City's Easement or City Land under the grant of authority contained herein or resulting from the City's decision to revoke the Revocable Permit.

Rochester I Limited Partnership, a Minnesota limited partnership

By: Rochester I GP LLC, a Minnesota limited liability company, its General Partner

By: _____

Name: Russell Anders

Its: Vice President

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing was acknowledged before me this _____ day of _____, 2026, by _____, the _____ of Rochester I GP LLC, a Minnesota limited liability company, the General Partner of **Rochester I Limited Partnership**, a Minnesota limited partnership, who is personally known to me to be the person who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and on behalf of the company as general partner of the limited partnership.

See Attached Notary
Acknowledgment Certificate

_____
Notary Public

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On March 6th, 2026 before me, Jasmine Glaspie
(insert name and title of the officer)

personally appeared Russell Condas,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JASMINE GLASPIE
Notary Public - California
Los Angeles County
Commission # 2501630
My Comm. Expires Oct 6, 2028

Signature _____ **(Seal)**

EXHIBIT B

ACKNOWLEDGEMENT OF LIMITED PARTNERSHIP AUTHORIZATION SIGNATURE

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 20_____, before me appeared _____, to me personally known, who being by me duly
(Name of Officer)

sworn, did say that he/she is the _____, of
(Title)

Rochester I GP LLC, the general partner of Rochester I Limited Partnership,

_____, _____, _____,
(Address) (City & State) (Zip Code)

a limited partnership, who has indicated the he/she is authorized under the articles of organization, operating agreement, or partnership agreement, to execute the attached instrument for and on behalf of the limited partnership, and that he/she hereby executes said instrument for and on behalf of the limited partnership.

_____
Notary Public

County: _____

My Commission Expires: _____

ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California
County of Los Angeles)

On March 6th, 2026 before me, Jasmine Glaspie
(insert name and title of the officer)

personally appeared Russell Condas,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

JASMINE GLASPIE
Notary Public - California
Los Angeles County
Commission # 2501630
My Comm. Expires Oct 6, 2028

Signature _____ **(Seal)**

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Revocable Permit and Agreement with Marc Woolman and Heather Woolman as Trustees of the Marc Woolman and Heather Woolman Living Trust dated January 16, 2026 - Garage in Utility Easement

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:

Authorizing a revocable permit and agreement ("the agreement") with Marc Woolman and Heather Woolman as Trustees of the Marc Woolman and Heather Woolman Living Trust dated January 16, 2026, for an existing garage that is partially constructed within a utility easement.

Report Narrative:

Marc Woolman and Heather Woolman as Trustees of the Marc Woolman and Heather Woolman Living Trust dated January 16, 2026, are the Owners of the property generally described as part of Lots 1 and 2, Block 6, Sunrise Estates First Subdivision, Olmsted County, Minnesota. The existing garage on the property was partially constructed within a 5-foot wide utility easement located on the Owners' property. The Owners have requested approval for the garage to remain in its current location, including the easement encroachment.

The Owners are responsible for the maintenance of the garage at their own expense, as well as any damage to public facilities. With support from the Rochester Public Utilities - Operations Division team, Public Works has reviewed the request and recommends in favor of the revocable permit and agreement ("the agreement") as there is minimal impact to the easement and future maintenance of any overhead electrical lines located within said easement. The agreement includes language for revocation and liability protection for the City and has been executed by the Owners.

Priorities & Foundational Principles:

Economic Vibrancy & Growth Management
Public Safety

Policy Considerations & DEI Impact:

The permit and agreement with Marc Woolman and Heather Woolman as Trustees of the Marc Woolman and Heather Woolman Living Trust dated January 16, 2026, 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 rights-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 $246 for the preparation and recording of the subject Revocable Permit and Agreement.

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:

Jamie Miller

Attachments:

Revocable Permit & Agreement - Woolman Trust - Garage in Utility Easement

REVOCABLE PERMIT AND AGREEMENT

THIS REVOCABLE PERMIT AND AGREEMENT (hereinafter "Permit" or "Agreement" depending on the context used), made this 12 day of March, 2026, between the **City of Rochester**, a Minnesota municipal corporation, hereinafter referred to as "City", and **Marc Woolman and Heather Woolman, Trustees of the Marc Woolman and Heather Woolman Living Trust dated January 16, 2006**, hereinafter referred to as "Owners".

WITNESSETH THAT:

WHEREAS, Owners own certain real property described as (hereinafter known as the Property):

Lots 1 and 2, Block 6, Sunrise Estates First Subdivision, according to the plat thereof on file at the County Recorder's Office, Olmsted County, Minnesota EXCEPT that part of said Lot 1, lying northwesterly of the following described line:

Commencing at the most southerly corner of said Lot 1; thence, on an assumed bearing of North 11 degrees 24 minutes 21 seconds West along the southwesterly line of said Lot 1, a distance of 70.98 feet to the point of beginning of the line to be described; thence North 57 degrees 03 minutes 08 seconds East, 74.98 feet to the northeasterly line of said Lot 1 and said line there terminating.

WHEREAS, Owners have applied to the City for a revocable permit allowing an existing garage (hereinafter referred to as "Private Improvements") that is partially constructed within a 5-foot public utility easement and under an existing overhead electric line on the Property to remain in its existing location. The 5-foot wide public utility easement (hereinafter "Easement") is located parallel and adjacent to the westerly line of the Property as shown on the Sunrise Estates First Subdivision plat on record with the Olmsted County Recorder's Office.

WHEREAS, the City is willing to grant this Permit upon the terms and conditions contained herein, which terms and conditions apply to Owners.

NOW, THEREFORE, IT IS MUTUALLY AGREED by the City and Owners as follows:

1. Subject to Owners' full compliance with the terms of this Agreement, the City consents to allowing the Private Improvements to remain in its existing location as shown on attached **EXHIBIT A**.

2. Owners shall perform all work and bear all costs associated with the maintenance and repair of said Private Improvements located within the Easement and under the existing overhead electric line.

3. In the event that damage may occur to public facilities as a result of said Private Improvements being located within said Easement and under the existing overhead electric line, Owners shall make immediate repairs and bear all costs of City ordered repairs.

4. Owners understand that various utilities are located in said Easement and that an existing overhead electric line is located above a portion of the Private Improvements. If the situation arises that any of the Private Improvements must be removed to perform installation, maintenance, or repair of any utilities, Owners will be responsible for any costs associated with the removal and/or replacement of the Private Improvements.

5. Owners 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.

6. This Permit is for the specific Private Improvements included and shown herein. No additional encroachments may be installed within said Easement or under the existing overhead electric line.

7. Any additions, alterations, or modifications to the Private Improvements shall be approved by the City prior to commencement of work activity.

8. Owners shall hold the City harmless, by insurance coverage or by agreement, and must defend and indemnify the City for any and all damages, or from any and all claims or causes of action made by any party resulting from the Private Improvements being located within said Easement and under the existing overhead electric line, under the grant of authority contained herein or resulting from the City's decision to revoke this Permit.

9. Owners agree to execute the Release and Hold Harmless Agreement attached hereto as **EXHIBIT B**.

10. The rights and obligations of this Agreement shall be deemed to be a covenant binding upon said Property, and shall run with the land, subject to the terms and conditions stated herein.

11. This Permit is not intended to be for any specific period of time, and Owners shall, upon demand by the City acting through its City Engineer, remove the encroachments authorized by this Permit. If demand for removal has been made and the encroachments are not removed, the encroachments shall be deemed the property of the City and the City may proceed to remove all or a part thereof without liability for damages to Owners. Owners shall reimburse the City for any costs the City incurs in removing the encroachments. Owners shall not receive any prescriptive rights by this grant, nor shall they seek or be entitled to any relocation costs or other damages from the City for removal of the encroachments.

12. By executing this Agreement, Owners acknowledge they: (a) enter into and execute this Agreement knowingly, voluntarily and willingly of their own volition with such consultation with legal counsel as it deems appropriate; (b) have had a sufficient amount of time to consider this Agreement's terms and conditions, and to consult an attorney before signing this Agreement; (c) have read this Agreement, understand all of its terms, appreciate the significance of those terms and have made the decision to accept them as stated herein; and (d) have 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. As such, both parties agree that they will not challenge the legality of any term or condition found within this Agreement and specifically waives any and all legal objections they may have to any such term or condition. Notwithstanding any provision in this Agreement to the contrary, this clause will survive the termination or expiration of this Agreement.

13. In the event that Owners fail 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.

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

15. Owners will pay to City $246.00 for document preparation and recording.

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

City of Rochester,
a Minnesota municipal corporation

By: _____ Date: _____
Kim Norton, Mayor

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

Owners:

By: _____
Marc Woolman, Trustee

_____
Heather Woolman, Trustee

STATE OF Minnesota)
) SS
COUNTY OF Olmsted)

On this 12 day of March, 2026, before me, a notary public within and for said county, personally appeared **Marc Woolman and Heather Woolman, Trustees of the Marc Woolman and Heather Woolman Living Trust dated January 16, 2006**, personally known to me to be the persons described in the foregoing instrument and acknowledged that they executed the same as their free will and on behalf of the Trust.

_____
NOTARY PUBLIC

COURTNEY J ZIMMERMANN
Notary Public
State of Minnesota
My Commission Expires
January 31, 2030

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

THIS INSTRUMENT APPROVED BY
David Doppelhammer (#0401793)
Rochester City Attorney's Office
201 4th Street S.E., Suite 247
Rochester, Minnesota 55904

EXHIBIT A

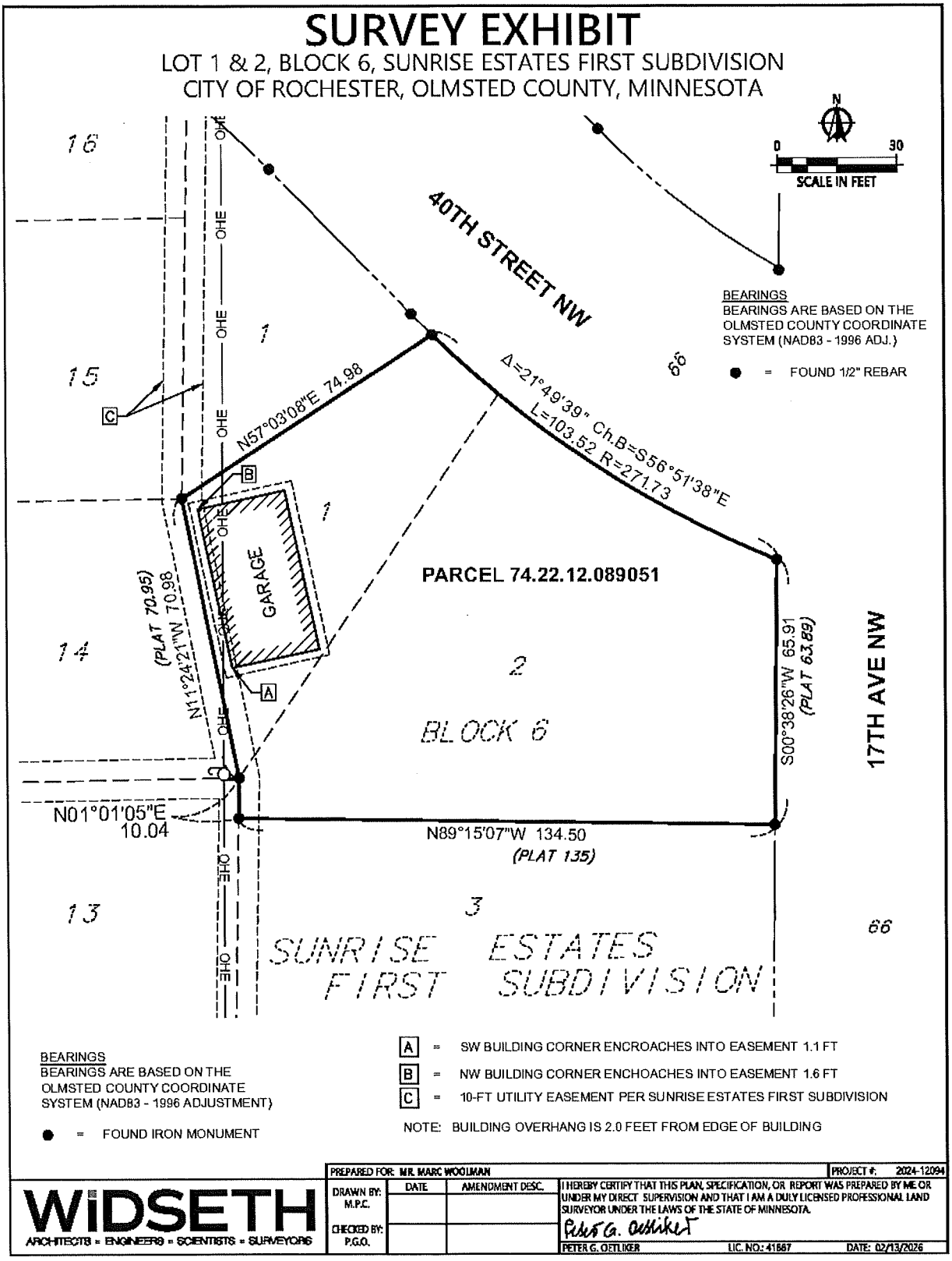

SURVEY EXHIBIT
LOT 1 & 2, BLOCK 6, SUNRISE ESTATES FIRST SUBDIVISION
CITY OF ROCHESTER, OLMSTED COUNTY, MINNESOTA
N
0
30
SCALE IN FEET
40TH STREET NW
17TH AVE NW
BEARINGS
BEARINGS ARE BASED ON THE OLMSTED COUNTY COORDINATE SYSTEM (NAD83 - 1996 ADJ.)
● = FOUND 1/2" REBAR
PARCEL 74.22.12.089051
GARAGE
BLOCK 6
SUNRISE ESTATES FIRST SUBDIVISION
N57°03'08"E 74.98
Δ=21°49'39" Ch.B=S56°51'38"E
L=103.52 R=271.73
N11°24'21"W 70.98
(PLAT 70.95)
S00°38'26"W 65.91
(PLAT 63.89)
N01°01'05"E
10.04
N89°15'07"W 134.50
(PLAT 135)
OHE
16
15
14
13
1
2
3
66
A = SW BUILDING CORNER ENCROACHES INTO EASEMENT 1.1 FT
B = NW BUILDING CORNER ENCHOACHES INTO EASEMENT 1.6 FT
C = 10-FT UTILITY EASEMENT PER SUNRISE ESTATES FIRST SUBDIVISION
NOTE: BUILDING OVERHANG IS 2.0 FEET FROM EDGE OF BUILDING
BEARINGS
BEARINGS ARE BASED ON THE OLMSTED COUNTY COORDINATE SYSTEM (NAD83 - 1996 ADJUSTMENT)
● = FOUND IRON MONUMENT
PREPARED FOR: MR. MARC WOOLMAN
PROJECT #: 2024-12094
DRAWN BY: M.P.C.
CHECKED BY: P.G.O.
DATE
AMENDMENT DESC.
I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF MINNESOTA.
PETER G. OETLIKER
LIC. NO.: 41667
DATE: 02/13/2026
WIDSETH
ARCHITECTS • ENGINEERS • SCIENTISTS • SURVEYORS

EXHIBIT B

RELEASE AND HOLD HARMLESS AGREEMENT

The undersigned does hereby agree to indemnify, hold the City of Rochester harmless, release and to defend the City of Rochester 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 the Easement and / or and under the existing overhead electric line during the term of the Permit, from the undersigned's use of the City's Easement under the grant of authority contained herein or resulting from the City's decision to revoke the Permit.

Owners:

By: _____
Marc Woolman, Trustee

_____
Heather Woolman, Trustee

STATE OF Minnesota)
) SS
COUNTY OF Olmsted)

On this 12 day of March, 2026, before me, a notary public within and for said county, personally appeared **Marc Woolman and Heather Woolman, Trustees of the Marc Woolman and Heather Woolman Living Trust dated January 16, 2006**, personally known to me to be the persons described in the foregoing instrument and acknowledged that they executed the same as their free will and on behalf of the Trust.

COURTNEY J ZIMMERMANN
Notary Public
State of Minnesota
My Commission Expires
January 31, 2030

_____
NOTARY PUBLIC

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Memorandum of Understanding with Rochester Art Center for Riverfront Mural

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Community Development

AGENDA SECTION:
Consent Agenda

PRESENTER:
Taryn Edens

Action Requested:

Approving a Memorandum of Understanding (MOU) with Rochester Art Center (Art Center) for the installation of a temporary mural along the floodwall.

Report Narrative:

The attached Memorandum of Understanding (MOU) provides for the installation of a temporary mural along the riverfront trail corridor in collaboration with the Rochester Art Center. The proposed MOU has been reviewed by the City Attorney, City teammates in Community Development, as well as the Art Center.

The mural would be located on City-owned concrete walls parallel to Mayo Park Dr SE and under the Center St E bridge. The City previously awarded $5,000 to The TABLE for this project through the Building Community Grant program based on its demonstrated potential to strengthen community connection, elevate lived experience, and support economic empowerment for residents with direct experience of homelessness.

The TABLE, an established collective of individuals with lived experience of homelessness, will lead development of the mural in partnership with a professional muralist team, the Rochester Art Center and broader community collaborators. The project aims to humanize and integrate the experiences of homelessness into public space, build understanding and compassion, cultivate the collaborative spirit necessary to address housing instability, and provide meaningful paid roles for TABLE members and other persons experiencing homelessness or who are unstably housed.

Additional details and next steps:

- Final review and approval of the mural design will be completed by City staff in Community Development and City Administration.
- The mural installation and maintenance will occur at no cost to the City, and the City will prepare the surface in advance.
- The design, while still in development, is envisioned as a narrative mural that reflects the experiences, memories, and aspirations shared by individuals with lived experience of homelessness. It will include both a central, detailed composition and surrounding panels that extend outward along the corridor to draw viewers in and convey themes of resilience, belonging, and journey--integrating personal symbolic elements identified by members of The TABLE.

Priorities & Foundational Principles:

Social Equity

Quality Services

Policy Considerations & DEI Impact:

The MOU supports the City's Foundational Principles by advancing social equity, compassion, and high-quality public services. The project centers people with lived experience of homelessness as co-creators, aligning with the City's commitment to inclusive decision-making and dignity for all residents. It also establishes clear, shared responsibilities for mural maintenance within the MOU, ensuring long-term stewardship of public art.

This project meaningfully advances equity by involving a diverse group of community members with lived expertise in homelessness through planning, implementing, evaluating, and contributing to the mural through paid roles. It elevates marginalized voices, expands perspectives surrounding homelessness, and reflects the diversity of Rochester's population of persons experiencing homelessness. The mural's purpose to promote belonging and humanize community members directly aligns with the City's commitment to social equity and inclusive community representation.

Prior Legislative Actions & Community Engagement:

March 20, 2026: Communicated in weekly Council Update

Fiscal & Resource Impact:

The Art Center and The TABLE shall be responsible for all costs associated with the mural.

Alternative Action(s):

No alternative actions are recommended at this time.

Prepared By:

Taryn Edens

Attachments:

Exhibit - Mural MOU - Art Center and The City

Exhibit - Draft Concept Design

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING (this "MOU"), made and entered into as of the Effective Date (as defined on the signature page hereof), by and between the CITY OF ROCHESTER, a Minnesota municipal corporation (the "City"), and the Rochester Art Center (the "Art Center") on behalf of The TABLE. The City and the Art Center are sometimes referred to herein collectively as the "Parties" and individually as a "Party." This MOU is not a legally binding document.

RECITALS

A. The City owns the trail spaces along the riverfront corridor parallel to Mayo Park Drive SE and under the Center Street E bridge

B. The mission statement of the Art Center states, "We are committed to being a cultural center in our community and to enhancing our region as a destination for creativity and innovation. We provide value through engagement with broad communities and strong collaborations with other organizations."

C. The Mission statement of The TABLE states, "The TABLE is a collective of individuals with direct experience of homelessness who provide input on programs, projects, and policies and promote community integration."

D. The Parties goal for Riverfront Activation is to support Riverfront and downtown redevelopment through the installation of art elements, provide a service related to the Art Center's and the TABLE's missions, enhance the trail system, mitigates areas of previous graffiti, and provide an improved experience for visitors along the Riverfront.

E. The purpose of this MOU is to establish a framework for how the City and the Art Center will cooperate with one another and outline the relevant responsibilities of the City and the Art Center, and the relationship between the two parties in achieving the stated goals and purposes of this project.

NOW, THEREFORE, it is contemplated by the Parties that:

1. Ownership. The Parties understand that the City owns the trail spaces along the riverfront corridor parallel to Mayo Park Drive SE, on the east side of the river, directly under the Center St E bridge. The Parties further understand that nothing in this MOU conveys or alters any ownership interest in the locations.
2. Initial Steps. The Parties have taken or will take the following steps in the near future in preparation of the Art Center initiating a Mural along the Riverfront corridor.
    a. The City will power wash the concrete wall under the pedestrian trail along the riverfront prior to the installation of the mural by Art Center.
3. Ongoing Management of Mural and Window Art.
    a. The Art Center will coordinate a Mural painting by members of The TABLE and other community members during summer 2026 in a specified section along the riverfront corridor directly under the Center St E bridge. The Art Center will provide the City two mural designs for review. The City retains final review and approval authority over the mural design. All Parties understand that the Mural are not intended for commercial,

retail, religious, or political content.

4. Maintenance. The City will continue to maintain the trail along the riverfront corridor parallel to Mayo Park Drive SE.

5. Security and Liability. The Parties agree:

    a. The Art Center will maintain the Mural along the trail system until such time that it is deemed deteriorated beyond ability to touchup. The City retains full authority to paint over the mural due to deterioration.

    b. The City acknowledges the Visual Artists Rights Act of 1990 (17 U.S.C. §§ 106A, 113(d)) and confirms that no rights under VARA shall apply to this installation.

    c. The Mural will be designed and installed at no cost to the City.

    d. The Parties agree to hold each other harmless to the extent allowed by law. The Art Center shall ensure that prior to commencement of any work contemplated by this MOU, that the selected artist(s) and/or organization has current general liability insurance in the amount of $1,000,000.

6. Notices. Any notice required or permitted to be given under this MOU by any Party upon the other, may be delivered: (1) personally to an officer of either Party; (2) mailed in a sealed wrapper by United States registered or certified mail, return receipt requested, postage prepaid; or (3) deposited cost paid with a nationally recognized, reputable overnight courier. Any notice will be properly addressed as follows:

If to the City:	City of Rochester c/o Zack Wood, Manager of Facilities and Properties 201 4th Street S.E. Rochester, Minnesota 55904
With copy to:	Michael Spindler-Krage, City Attorney 201 4th Street S.E., Suite 247 Rochester, Minnesota 55904
If to the Art Center:	Rochester Art Center c/o Pamela Caserta Hugdahl, Executive Director 30 Civic Center Drive S.E. Suite 120 Rochester, Minnesota 55904

7. Termination.

    a. Either Party can terminate the arrangement described in this MOU by giving the other Party (30) thirty days' written notice.

IN WITNESS WHEREOF, the Parties have executed this MOU as of the last date set forth in the signature blocks below (the "Effective Date").

CITY OF ROCHESTER
A Minnesota municipal corporation

By: _____

Its: Mayor

Dated: _____

By: _____

Its: City Clerk

Dated: _____

ROCHESTER ART CENTER
A Minnesota nonprofit corporation

By: _____

Its: Executive Director

Dated: _____



F.30

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Computer Aided Dispatch and Automatic Vehicle Locator Three Year Annual Maintenance Renewal

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Transit & Parking Services

AGENDA SECTION:
Consent Agenda

PRESENTER:
Rachel Fautsch

Action Requested:
Authorizing approval of the annual maintenance and warranty agreement with Ineo Systrans USA Inc., doing business as Equans, for the Computer-Aided Dispatch and Automatic Vehicle Locator (CAD/AVL) software.

Report Narrative:
This approval is necessary for Rochester Public Transit to continue to use the CAD/AVL software for fixed route and bus rapid transit on City owned buses. The purpose of a CAD/AVL system is to provide real-time tracking, management and optimization of fleet operations by enabling dispatchers to monitor vehicle locations and schedules to improve on-time performance, enhance rider communication through the Transit App and collection of data to analyze route performance and ridership patterns over time. This system is installed on all fixed route buses and will be installed on the BRT buses later this year.

The annual renewal is $72,620.30, for a total three-year expenditure of $217,860.90, to cover the cost of annual maintenance and support.

Priorities & Foundational Principles:
Quality Services
Fiscal Responsibility and Sustainability

Policy Considerations & DEI Impact:
This renewal will continue to support efforts that improve data collection and passenger communication.

Prior Legislative Actions & Community Engagement:
November 20, 2023: Council Meeting - Approval of original contract

Fiscal & Resource Impact:
The cost of this renewal is included in the department's annual operating budget.

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

Prepared By:
Mona Hoeft

Attachments:

Quote - Equans Renewal

Resolution - RPT - Renewal of Equans - Computer Aided Dispatch Softwar

ROCHESTER PUBLIC TRANSIT (RPT)

CAD/AVL, ADA, APC & PIDS

TECHNICAL AND COMMERCIAL PROPOSAL

PA25-7290-D

Change Order 2

Date: March 2026

WRITER	ACCOUNT MANAGER	SYSTEM MANAGER
H. TSE	H. TSE	B. GAILLARD

Ineo Systrans USA inc.
8601 Dunwoody Place, Building 1, Suite 115
Sandy Springs, GA 30350

CONTENT

I INTRODUCTION 3
I.1 PURPOSE OF THE DOCUMENT 3
II TECHNICAL PROPOSAL 3
II.1 PREAMBLE 3
III FINANCIAL PROPOSAL 4
III.1 ANNUAL MAINTENANCE AND SUPPORT ITEMS 4
III.2 PRICING 4
III.2.1 ANNUAL FEES FOR YEAR 2026 4
III.2.2 ANNUAL FEES FOR YEAR 2027 4
III.2.3 ANNUAL FEES FOR YEAR 2028 5
III.3 VALIDITY 5
III.4 PAYMENT TERMS 5
IV SIGNATURE 6

I INTRODUCTION

I.1 PURPOSE OF THE DOCUMENT

This document is Systrans, an EQUANS company's proposal for the anticipated Change Order 2 package regarding Maintenance, Support, and Warranty of Rochester Public Transit (RPT) CAD/AVL system and related components.

II TECHNICAL PROPOSAL

II.1 PREAMBLE

As RPT and Systrans are approaching the closing stages of CAD/AVL project implementation and transitioning to maintenance and support phase, several improvements and changes to CAD/AVL features were discussed during post-implementation. Summary of the these items are as follow:

CAD/AVL System Upgrade

- Systrans will upgrade RPT to our latest CAD/AVL software version – Release 13 (R13) base version.
- This upgrade provides many improvements including:
  - Redesigned user interface for better user experience
  - Enhanced cybersecurity features on both cloud servers and end client workstations
  - Improved process with less clicks to complete any particular task or adjustment
- A **discounted** per-bus price is quoted as part of this change order, due to delays on some of the required features that required RPT to upgrade to R13.

Audio Turn-by-Turn Feature

- Audio turn-by-turn feature is included as part of CAD/AVL requirements.
- This feature is **complimentary** to RPT as part of the CAD/AVL upgrade to version R13.

Zero Emission Electric Bus Feature

- An improved Zero Emission Bus (ZEB) feature to allow dispatchers to monitor and manager any ZEB vehicle to see its state-of-charge, estimated range, and receive alerts when the state-of-charge reaches critically low level or when the vehicle's remaining work exceeds miles left on the charge.
- This feature is **complimentary** to RPT as part of the CAD/AVL upgrade to version R13.

Real-Time Detour and Service Alerts

- Real-Time detour and service alerts have been active since initial installation back in June 2024.
- At the time of proposal in 2023, GTFS Trip-Modifications was not official, thus the shape of detour would not be able to be shown via GTFS-realtime with the proposed CAD/AVL version.
- A significant improvement to allow detour shapes to display on Transit App (through RPT partnership with Minnesota Department of Transportation) is **complimentary** to RPT as part of the CAD/AVL upgrade to version R13.

Web Portal Customer Support

- Once final acceptance is granted, Systrans will transition RPT to a dedicated customer support platform, Salesforce, to centralize issues tracking and equipment maintenance requests.

Navineo Dashboard

- The Navineo Dashboard is an **optional add-on** feature that allows RPT to visualize and analyze CAD/AVL data real-time and after.
- A separate quote DV25-7297 has been provided for this add-on feature.

III FINANCIAL PROPOSAL

III.1 ANNUAL MAINTENANCE AND SUPPORT ITEMS

As RPT and Systrans' partnership continue in 2025, an annual confirmation of maintenance and support fees, price adjustments, and additional options will be discussed, proposed, and quote according to RPT's needs, such as improved CAD/AVL features with new CAD/AVL software version.

III.2 PRICING

Prices are in USD and do not include Sales Tax.

As Systrans plans to roll out a new software version, the R13, for RPT in October 2026, a discounted per-bus price of $125 to increase server capacity for additional features has been added to the annual pricing. Complimentary on-site training for one week in 2026 will be arranged with RPT staff.

The per-bus pricing of CAD/AVL R13 upgrade per each of the three contract years (2026-2028) currently listed on the contract are as quoted below.

An initial quantity of 56 buses were used for this change order.

For buses that will be added to the fleet in the future (for example, 12 BRT buses estimated to be in service in 2027-28), the CAD/AVL annual fees will be quoted together with new CAD/AVL equipment and/or installation needs.

III.2.1 ANNUAL FEES FOR YEAR 2026

As proposed during the initial RFP Best and Final Offer (BAFO), the 2026 pricing for annual maintenance, with the addition of R13 server fees for the year 2026, are listed below.

2026 Annual Fee Items	Unit	Quantity	Unit Price	Total Price
CAD/AVL Annual Maintenance, Support & Warranty – 2026 Extension (January 1, 2026 to December 31, 2026)	LS	1	$55,904.61	$55,904.61
UTA APC Software Support – 2026 Extension (January 1, 2026 to December 31, 2026)	LS	1	$9,068.14	$9,068.14
CAD/AVL Updated Base Version R13 - Server Fees (Prorated for October 2026 to December 31, 2026)	EA	56	$31.25	$1,750.00
Proposal Total				**$66,722.75**

III.2.2 ANNUAL FEES FOR YEAR 2027

As proposed during the initial RFP Best and Final Offer (BAFO), pricing for annual maintenance, with the addition of R13 server fees for the year 2027, are listed below.

2027 Annual Fee Items	Unit	Quantity	Unit Price	Total Price
CAD/AVL Annual Maintenance, Support & Warranty – 2027 Extension (January 1, 2027 to December 31, 2027)	LS	1	$57,164.56	$57,164.56
UTA APC Software Support – 2027 Extension (January 1, 2027 to December 31, 2027)	LS	1	$9,068.14	$9,068.14
CAD/AVL Updated Base Version R13 - Server Fees (January 1, 2027 to December 31, 2027)	EA	56	$125.00	$7,000.00
Proposal Total				**$73,232.70**

III.2.3 ANNUAL FEES FOR YEAR 2028

As proposed during the initial RFP Best and Final Offer (BAFO), pricing for annual maintenance, with the addition of R13 server fees for the year 2028, are listed below.

2028 Annual Fee Items	Unit	Quantity	Unit Price	Total Price
CAD/AVL Annual Maintenance, Support & Warranty – 2028 Extension (January 1, 2028 to December 31, 2028)	LS	1	$58,462.31	$58,462.31
UTA APC Software Support – 2028 Extension (January 1, 2028 to December 31, 2028)	LS	1	$9,068.14	$9,068.14
CAD/AVL Updated Base Version R13 - Server Fees (January 1, 2028 to December 31, 2028)	EA	56	$125.00	$7,000.00
Proposal Total				**$74,530.45**

III.3 VALIDITY

This proposal is valid for 90 days.

III.4 PAYMENT TERMS

Annual fees for a particular year will be invoiced at the beginning of annual fees date. Payments are due within 30 days of receipt of each invoice.

BRT R13 server fees will also be $125 per bus and pro-rated for the first year.

October - Dec 2026: $375
2027: $1,500
2028: $1,500

IV SIGNATURE

IN WITNESS WHEREOFF, the parties hereto have executed this quote, on the day and year last written below.

Ineo Systrans USA Inc
CONTRACTOR

By: _____
(Signature)

Name: _____

Title: _____

Dated: _____

Rochester Public Transit
CUSTOMER

By: _____
(Signature)

Name: _____

Title: _____

Dated: _____

Order Confirmation Number for Invoicing: _____

RESOLUTION

WHEREAS, pursuant to the annual maintenance and support software renewal costs for the use of **Equans Computer-Aided Dispatch and Automatic Vehicle Locator software (CAD/AVL) for years 2026-2028;**

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Rochester, Minnesota, that the quote for **$217,860.90** is hereby accepted with **Ineo Systrans USA Inc.**.

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.31

REQUEST FOR ACTION

Property Acquisition: Settlement Agreement for Parcel 28-30 of Link Bus Rapid Transit Project - No. J8707

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
City Administration

AGENDA SECTION:
Consent Agenda

PRESENTER:
Josh DeFrang

Action Requested:
Authorizing the Settlement Agreement to directly purchase the property rights, and to settle the takings of Parcel 49 with a total value above $50,000, and in an amount greater than 15% above the approved appraised value.

Report Narrative:
The Rochester Link Rapid Transit Project is a proposed 2.8-mile bus rapid transit (BRT) route along 2nd St SW. Service will connect downtown Rochester, the Mayo Civic Center, Mayo Clinic campuses, and the Rochester-Olmsted Government Center. LINK will be the first BRT route in Minnesota outside the Twin Cities. The project is the first in a series of planned investments in a rapid transit network that will provide fast, frequent service across the City of Rochester, supporting City and Destination Medical Center (DMC) district transportation, economic development, and livability goals.

The Link BRT Project has currently started construction and Eminent Domain procedures were approved by the City Council in December of 2024 to ensure construction work could proceed on schedule. Since December, the project team has continued to negotiate with property owners in an attempt to ultimately secure a voluntary settlement. Parcel 28-30 is owned by Second Street Investments, LLC and is located west of 13th Ave SW directly on the Link route.

When it is not possible to acquire the required property at the appraised value, it is sometimes appropriate for the City to negotiate settlements to expedite the acquisition process. This RCA request authorizes the Mayor to execute the attached settlement agreement which value exceeds the appraised value by 15%. This is consistent with ROW agreement contract approval thresholds previously approved by the city council for this project.

The City has already submitted and deposited the appraised acquisition amount of $95,250 with the Olmsted County District Court, this settlement offer will require the remaining settlement amount of $29,750 to be submitted directly to the owner.

Priorities & Foundational Principles:
Quality Services for Quality Living

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 Comprehensive Plan; Planning to Succeed (2018); and,
Integrated Transportation Study Acceptance (2018).
Planning 2 Succeed 2025 - Rochester Comprehensive Plan 2040.

Prior Legislative Actions & Community Engagement:

February 5, 2019: DMCC - Transit Village Locations and Implementation Concept Approval.
March 4, 2019: City Council - Transit Village Locations and Implementation Concept.
October 21, 2019: City Council - Resolution supporting rapid transit on Broadway Ave with financial commitment to engineering and environmental review.
November 18, 2019: City Council - Locally Preferred Alternative (LPA) and financial commitment for project development approved.
March 16, 2020: City Council - Contract with SRF Consulting approved.
May 4, 2020: City Council – Phased Approach to the Downtown Rapid Transit Project Approved.
August 17, 2020: City Council - Submission of a Federal Transit Administration (FTA) Small Starts grant Application approved.
July 19, 2021: City Council – Contract for the inclusion of art into the Link Rapid Transit infrastructure authorized.
November 15, 2021: City Council Study Session – General Project Update.
February 7, 2022: City Council Study Session – Reviewed possible revised changes to project definition, budget, funding strategy and schedule.
February 23, 2022: City Council - Contract amendment to the professional services contract with SRF Consulting Group, Inc. authorized. Recent Public Engagement.
April 12, 2022: Open House held at Bethel Lutheran Church.
April 19, 2022: Neighborhood walk led from Riverside Central Elementary School.
April 26, 2022: Bus tour of project corridor led from Government Center.
June 5, 2023: Professional Services Contract approved with SEH for Right of Way Land Acquisitions
September 9, 2024: City Council Meeting Additional Property & Easement Acquisitions for Link Bus Rapid Transit - Project No. J8707
December 19, 2024: Deposits for Eminent Domain in the appraised values recorded with District Court

Fiscal & Resource Impact:

The total Link Rapid Transit Right of Way Acquisition budget is $12.24 million with $6.37 million funded by the Federal Transit Administration (FTA) Small Starts Grant and a local share of approximately $5.87 million coming from DMC CIP # - Project J8707. Including this expenditure the total right of acquisition costs to date are $12,052,200.

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:

Joshua Defrang

Attachments:

Settlement Agreement - BRT Property Acquisition Parcels 28-30

STATE OF MINNESOTA

COUNTY OF OLMSTED

DISTRICT COURT

THIRD JUDICIAL DISTRICT

Case Type: Condemnation

City of Rochester, a Minnesota municipal corporation,

Petitioner,

vs.

J & L Adams Properties, LLP; et al.,

Respondents.

Court File No. 55-CV-24-6368

STIPULATION OF SETTLEMENT (Parcels 28, 29 and 30)

THIS STIPULATION OF SETTLEMENT ("Stipulation") is made by and between Petitioner City of Rochester ("City") and Respondent Second Street Investments, LLC ("Owner").

RECITALS

1. The following recitals are a part of the parties' Stipulation.

2. City has commenced the above-captioned action ("Condemnation Action") to undertake a project to construct a roughly 2.8-mile bus rapid transit route, primarily along 2nd Street SW, that will create new public transportation services with seven stations providing convenient access to downtown Rochester and will also connect the downtown area with new transit-oriented development opportunities at the east and west ends of the route ("Project").

3. The former owner assigned its claims to the Owner and then an Order to Substitute Parties (Parcels 28, 29 and 30) was filed March 3, 2025, which substituted Owner as a respondent for Carpenter and Torgerson II, LLC.

4. Owner is the fee owner of the real property identified as Parcels 28, 29 and 30 (collectively the "Property") on **Exhibit A** to the Court's Findings of Fact, Conclusions of Law,

and Order Granting Petition, Authorizing Payment or Deposit, and Transfer of Title and Right of Possession filed November 18, 2024 ("Condemnation Order"). An excerpt from **Exhibit A** pertaining to the Property is attached.

5. U.S. Bank National Association ("U.S. Bank") is listed in Exhibit A as having a mortgagee interest in the Property. U.S. Bank recorded a Release of Mortgage of the subject mortgage in the Office of the Olmsted County Recorder on February 4, 2025 as Document No. A1618697. U.S. Bank no longer has an interest in the Property.

6. Exhibit A also lists the following tenant interests in the Property:

a. Homewood Suites Management LLC

b. West End Salon | Spa L. L. C.

c. Torgerson Properties, Inc. d/b/a TPI Hospitality

d. Marriott International, Inc. d/b/a Courtyard by Marriott

7. City commenced this condemnation action to acquire permanent sidewalk and trail easements and temporary construction easement over a portion of the Property ("Takings") as legally described in **Exhibit A**.

8. City has deposited $95,250.00 with the Olmsted County District Court, in payment of its approved appraisal of value for the Takings (the "Deposit").

9. City and Owner have reached a full and final settlement and compromise of the matters in dispute in this Condemnation Action.

AGREEMENT

NOW, THEREFORE, in consideration of their mutual promises and other good and valuable consideration, the parties stipulate and agree as follows:

1. **Stipulation to Commissioners' Award.** City and Owner agree to a commissioners' award in the sum of $125,000.00 ("Settlement Amount") from the court-appointed commissioners for all damages arising from the Taking and the Project in substantially the form attached hereto as **Exhibit B** ("Stipulated Award"). City and Owner will jointly request the Stipulated Award and will not appeal the Stipulated Award. All known respondents who may claim an interest in the Property will be given due notice of the commissioners' hearing and the award that is filed by the commissioners.

2. **Other Considerations.** The parties agree to the following additional terms:

   a. Owner acknowledges that they will not have to relocate as a result of the Project.

   b. Owner acknowledges that they have not disclosed an appraisal in connection with this settlement.

3. **Contingencies.** This settlement is contingent upon the issuance of the Stipulated Award. This Stipulation shall be null and void if any of the following events occur:

   a. The court-appointed commissioners do not issue the Stipulated Award; or,

   b. Any other party appeals the Stipulated Award.

4. **Payment of Settlement Amount.** The Deposit will be credited against the Settlement Amount. Within 15 business days after the expiration of the statutory period to appeal from the Stipulated Award, without an appeal having been filed and the City having received necessary documents from Owner, City shall pay the balance of the Settlement Amount, $29,750.00, by delivering a check payable to Owner. The Owner will furnish a W-9 to facilitate payment.

5. **Deposit.** The Owner will apply to the Court for disbursement of the Deposit. The City agrees that the Owner is solely entitled to the Deposit and any accrued interest. The City will not oppose a properly noticed application from the Owner for the Deposit.

6. **Full and Final Compromise.** The terms and conditions of this Stipulation constitute a full and final compromise of all claims that were or could have been raised in the Condemnation Action with respect to the Takings and the Project, including claims for just compensation, statutory damage remedies, interest, fees, and costs. In consideration of the Settlement Amount and other terms and conditions of this Stipulation, Owner waives and releases any and all claims it may have against City in connection with the Condemnation Action. Owner waives any and all rights to further notices, viewings, or hearings regarding this action.

7. **Condemnation Action.** After issuance of the Stipulated Award, expiration of the statutory appeal period and payment of the Stipulated Award, City will file a Final Certificate in this action with respect to the Property and record a discharge of lis pendens with respect to the Property.

8. **Costs.** Each party shall bear its own costs (including legal fees) incurred in connection with the Condemnation Action and the settlement thereof. City will pay all filing and recording fees in connection with this settlement.

9. **Entire Agreement.** The undersigned confirm that each has read this Stipulation, and that each knows and understands its consequences and legal effect. This Stipulation contains the entire agreement of the parties with respect to the Condemnation Action.

10. **Execution.** The parties agree that this Stipulation may be executed in separate counterparts which, taken together, shall be and comprise one agreement.

11. **Authority.** Any person signing this Stipulation in a representative capacity represents and warrants by signing this Agreement that it is the signer's intent to bind the principal being represented to the terms and conditions of this Agreement, that the signer has been authorized to bind the principal to the terms and conditions, and that it is the intent of the principal to be so bound.

[Remainder of page intentionally blank. Signature pages follow.]

Signature Page for Second Street Investments, LLC

Dated: 2/24/26

By: _____
Printed Name: David Peters
Title: CEO

Signature Page for City of Rochester

CITY OF ROCHESTER

Dated: _____

By: _____
Kim Norton, Mayor

Dated: _____

By: _____
Ann Kasel, City Clerk

KENNEDY & GRAVEN, CHARTERED

Dated: 3-18-26

By: _____
Peter G. Mikhail (#0249907)
Joshua P. Weir (#0402328)
Fifth Street Towers
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300
pmikhail@kennedy-graven.com
jweir@kennedy-graven.com

Attorneys for Petitioner

EXHIBIT A

55-CV-24-6388

EXHIBIT A

Definitions

The easements described in this Exhibit A have the following scope:

a. **A Permanent Right Of Way Easement** includes the right of the Petitioner, its employees, contractors, agents and permittees, to locate, construct, reconstruct, operate, maintain, inspect, alter, and repair within the described easement area public right-of-way, including: roadway, transit, trails, sidewalks; retaining walls; boulevards and appurtenances; storm sewer, sanitary sewer and water facilities; power, telephone, cable, internet, gas, and other utilities; traffic signals and signage; and other public facilities or improvements of any type that are not inconsistent with a public right-of-way use; together with the right to store snow removed from the adjacent public street, sidewalk or trail; the right to grade, slope and excavate; and the right to cut, trim, or remove from the described easement area any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interfere with the Petitioner's permitted use of the Permanent Right Of Way Easement or facilities located within the described easement area.

b. **A Permanent Sidewalk Easement** includes the right of the Petitioner, its employees, contractors and agents, to locate, construct, reconstruct, operate, maintain, inspect, alter, repair and replace within the described easement area any sidewalk, retaining wall, streetlight, hydrant, curb, gutter or other facilities reasonably convenient for the use, operation, and maintenance of a sidewalk; together with the right to store snow removed from the adjacent public street; and also the right to cut, trim, or remove from the described easement area any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interfere with the Petitioner's permitted use of the Permanent Sidewalk Easement or facilities located within the described easement area.

c. **A Permanent Sidewalk and Trail Easement** includes the right of the Petitioner, its employees, contractors and agents, to locate, construct, reconstruct, operate, maintain, inspect, alter, repair and replace within the described easement area any sidewalk, trail, retaining wall, streetlight, hydrant, curb, gutter or other facilities reasonably convenient for the use, operation, and maintenance of a sidewalk or trail; together with the right to store snow removed from the adjacent public street or trail; and also the right to cut, trim, or remove from the described easement area any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interfere with the Petitioner's permitted use of the Permanent Sidewalk and Trail Easement or facilities located within the described easement area.

d. **A Permanent Drainage and Utility Easement** includes the right of the Petitioner, its employees, contractors, agents and permittees, to locate, construct, reconstruct, operate, maintain, inspect, alter, and repair within the described easement any of the following public improvements: underground storm sewer; underground water facilities; stormwater treatment facilities; surface drainageways and ponds; power, gas, telephone, cable, internet, and other utilities; and other public facilities or improvements of any type that are

A-1

not inconsistent with a drainage and utility use; together with the right to cut, trim, or remove from the described easement area any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interfere with the Petitioner's permitted use of the Drainage and Utility Easement.

e. A **Temporary Construction Easement** includes the right of the Petitioner, its employees, contractors and agents, to enter upon the described easement area at all reasonable times to perform any and all actions reasonably necessary in connection with the construction of the Project, including without limitation: cut, trim or remove any trees, shrubs, or other vegetation that in the Petitioner's judgment unreasonably interferes with the Petitioner's construction activities; remove or deposit earthen materials and regrade the surface of the land; install and remove erosion control protection fencing; store and remove equipment and supplies as necessary for the construction of the Project; and restore disturbed areas as provided in the plans and specifications for the Project.

f. A **Temporary Drainage Easement** includes the right of Petitioner, its contractors, agents and employees, to enter upon and use the described easement area at all reasonable times for the location, connection, use, operation, inspection, and maintenance of the existing drainage facilities in the described easement area and all such purposes ancillary, incident or related thereto.

A-2

Parcels 28, 29 and 30:

Property Identification Nos.:

Parcel 28: 74.34.43.011534, abstract property
Parcel 29: 74.34.43.011535, abstract property
Parcel 30: 74.34.44.075714, abstract property

Property Addresses:

Parcel 28: 165 13th Avenue Southwest, Rochester, MN 55902
Parcel 29: Unassigned, Rochester, MN 55902
Parcel 30: 161 13th Avenue Southwest, Rochester, MN 55902

Legal Descriptions of the Properties:

Parcel 28:

Lot 20, Block 4, A.W. KUTZKY'S ADDITION, in the City of Rochester, Olmsted County, Minnesota; together with the South Half of the vacated East-West alley adjacent thereto ("Property No. 1").

Parcel 29:

Lot 21, Block 4, A.W. KUTZKY'S ADDITION, in the City of Rochester, Olmsted County, Minnesota; together with the South Half of the vacated East-West alley adjacent thereto ("Property No. 2").

Parcel 30:

Lots 1, 2, 3, 22, 23 and 24, Block 4, A.W. KUTZKY'S ADDITION, in the City of Rochester, Olmsted County, Minnesota; together with the South Half of the vacated East-West alley adjacent to said Lots 1, 2 and 3, Block 4, and together with the North half of the vacated East-West alley adjacent thereto said Lots 22, 23 and 24, Block 4.

Legal Descriptions of the Acquisitions:

Parcel 28 Acquisition:

PERMANENT SIDEWALK AND TRAIL EASEMENT

An easement for permanent sidewalk and trail purposes over, under, and across the South 10.00 feet of Property No. 1.

Parcel 29 Acquisition:

PERMANENT SIDEWALK AND TRAIL EASEMENT

An easement for permanent sidewalk and trail purposes over, under, and across the South 10.00 feet of Property No. 2.

Parcel 30 Acquisition:

TEMPORARY CONSTRUCTION EASEMENT

A temporary easement for construction purposes over, under, and across part of the following described property:

> Lot 22, 23 and 24, Block 4, A.W. KUTZKY'S ADDITION, in the City of Rochester, Olmsted County, Minnesota; together with the South Half of the vacated East-West alley adjacent thereto.

Said temporary easement being the North 2.00 feet of the South 12.00 feet of that part of said Lot 22 lying easterly of the West 15.00 feet thereof.

Together with a temporary easement for construction purposes over, under, across and through the North 2.00 feet of the South 12.00 feet of said Lot 23.

Together with a temporary easement for construction purposes, over, under, across and through that part of the North 7.00 feet of the South 17.00 feet of said Lot 24 lying westerly of the East 7.00 feet thereof.

Said temporary easement rights shall expire on December 31, 2027.

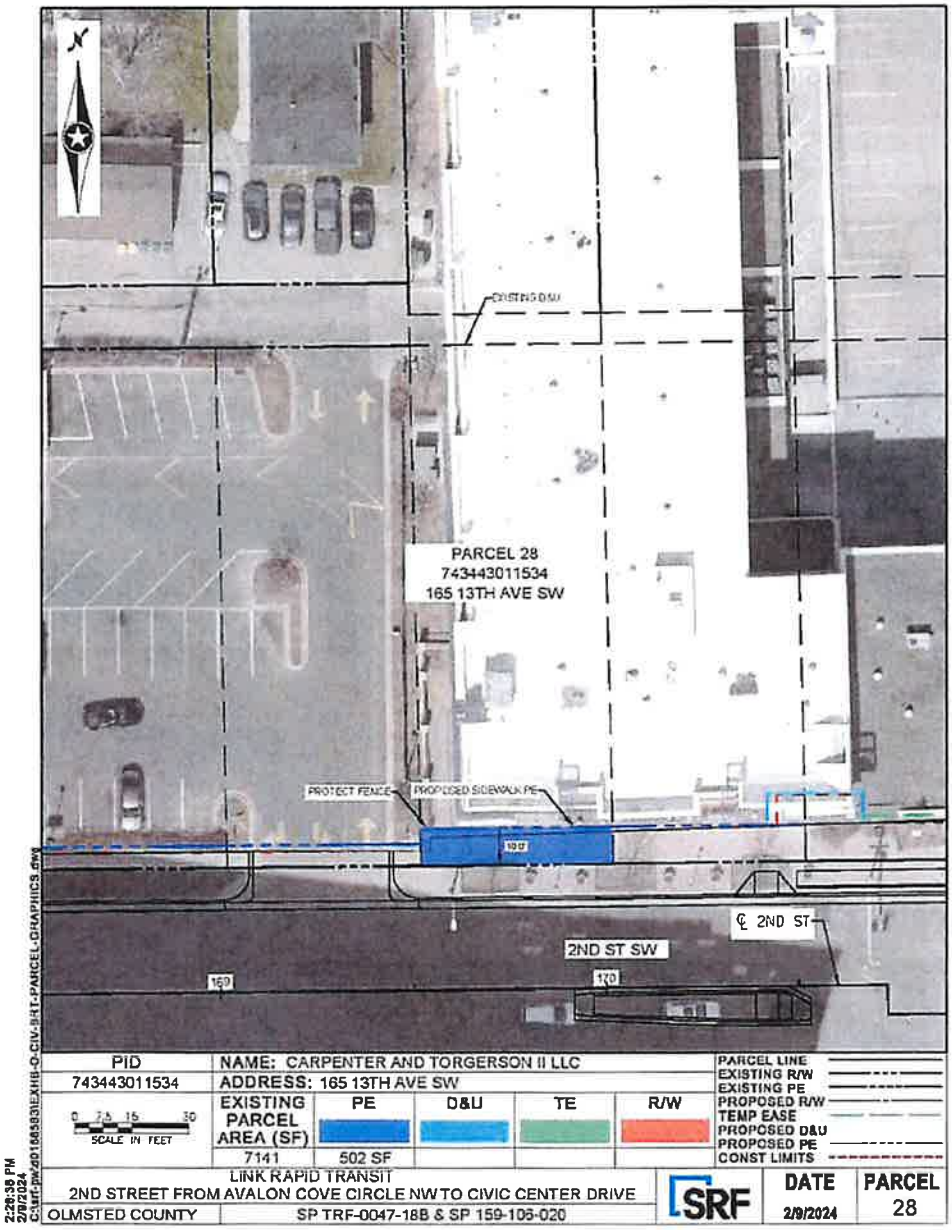
Said takings are subject to public easements, restrictions, and reservations, if any.

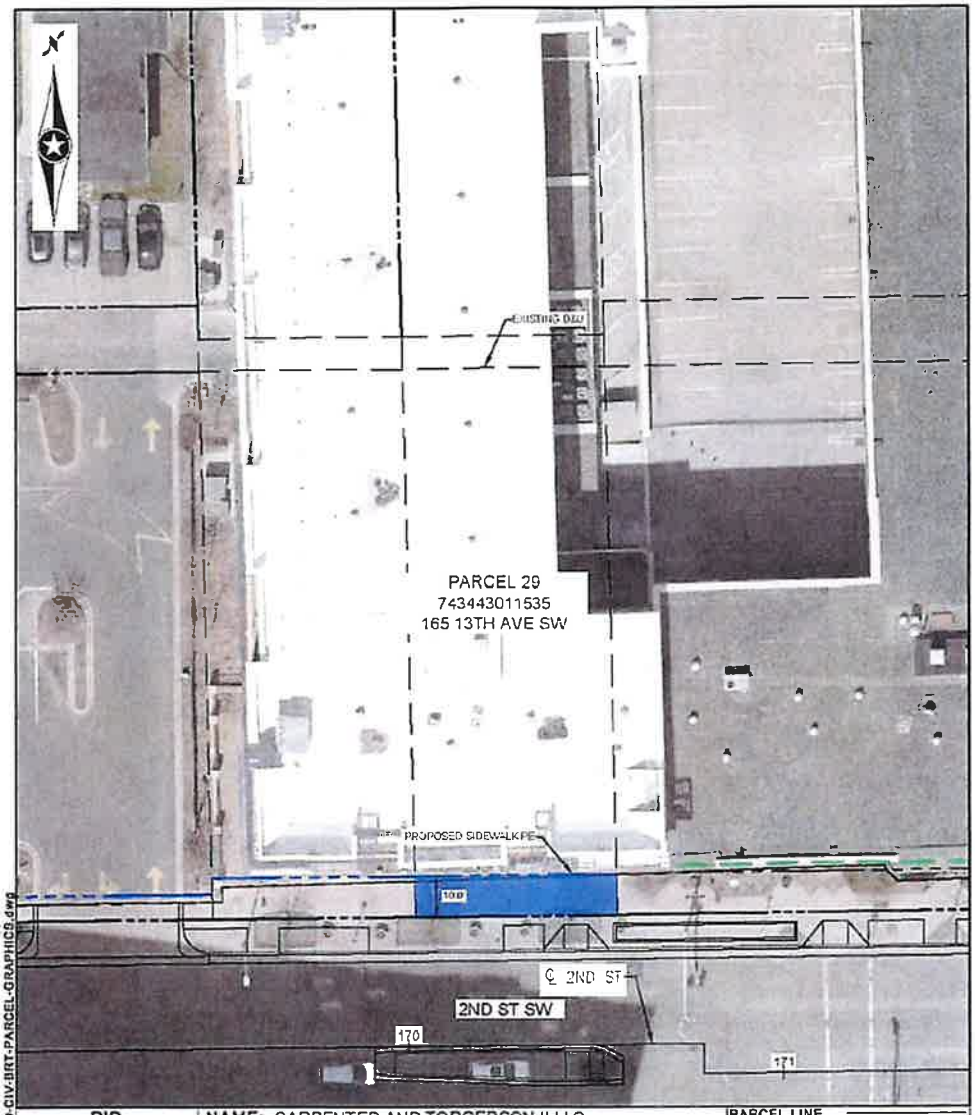
Names and Description of Interests to be Acquired

Name	Nature of Interest
Carpenter and Torgerson II, LLC, a Minnesota limited liability company	Fee
U.S. Bank National Association	Mortgagee
Homewood Suites Management LLC, a Delaware limited liability company	Tenant
West End Salon | Spa L. L. C., a Minnesota limited liability company	Tenant
Torgerson Properties, Inc., a Minnesota corporation, d/b/a TPI Hospitality	Tenant
Marriott International, Inc., a Delaware corporation, d/b/a Courtyard by Marriott	Tenant
All other parties unknown, together with unknown heirs or devisees and spouses, if any	Possible Unknown Real Property Interest Owners

Notwithstanding the foregoing attempt to identify all interests held by a party named herein, it is Petitioner's intention to encumber all interests owned by the named respondents in the above-described real estate.

Sketches of the Acquisitions:





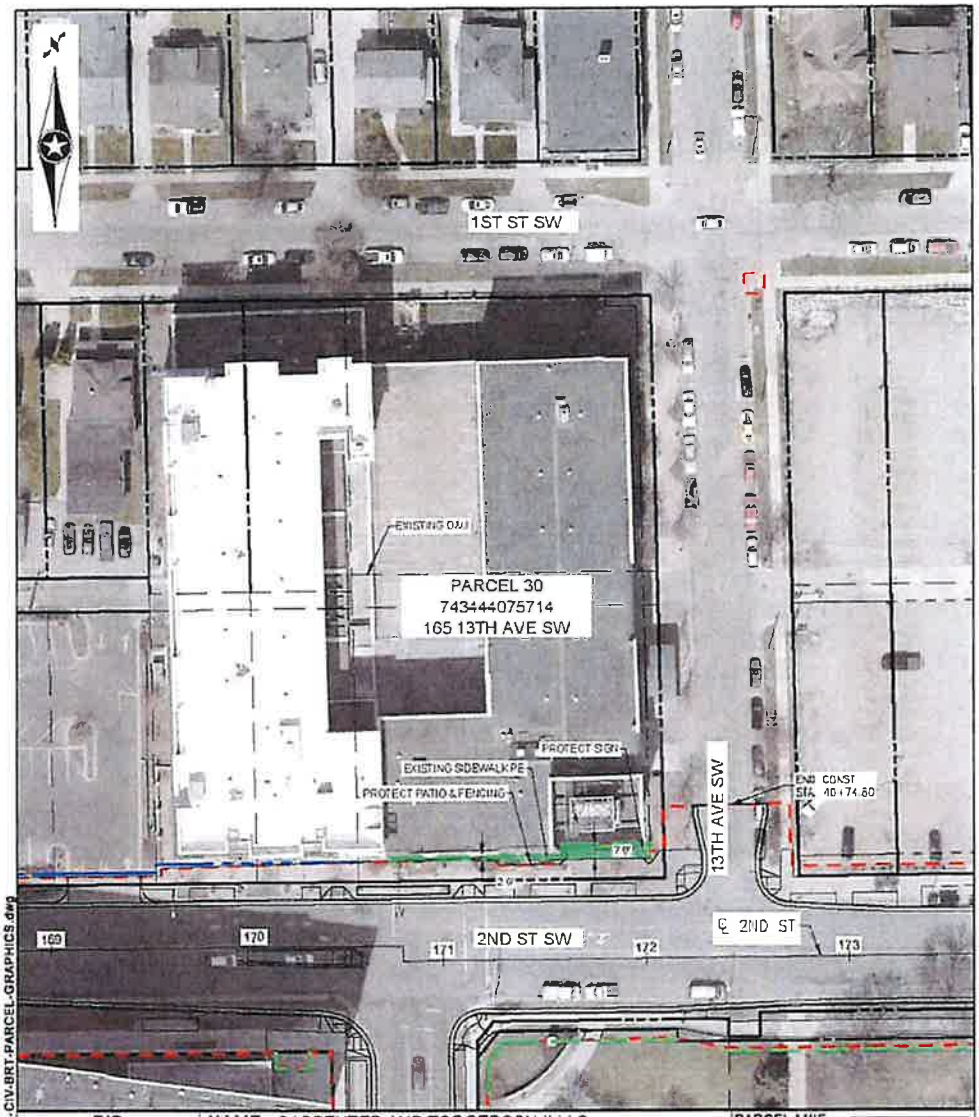
PID	NAME: CARPENTER AND TORGERSON II LLC				
743443011535	ADDRESS: 165 13TH AVE SW				
0 7.5 15 30 SCALE IN FEET	EXISTING PARCEL AREA (SF)	PE	D&U	TE	R/W
	7140	479 SF			

PARCEL LINE
EXISTING R/W
EXISTING PE
PROPOSED R/W
TEMP EASE
PROPOSED D&U
PROPOSED PE
CONST LIMITS

LINK RAPID TRANSIT 2ND STREET FROM AVALON COVE CIRCLE NW TO CIVIC CENTER DRIVE		SRF	DATE	PARCEL
OLMSTED COUNTY	SP TRF-0047-18B & SP 159-106-020		3/28/2024	29

11:47:20 AM
3/28/2024
C:\arf-pw\d0165850\EXHIS-0-CIV-BRT-PARCEL-GRAPHICS.dwg

A-35


1ST ST SW
PARCEL 30
743444075714
165 13TH AVE SW
EXISTING D&U
PROTECT SIGN
EXISTING SIDEWALK PE
PROTECT PATIO & FENCING
13TH AVE SW
END CONST
STA 40+74.80
2ND ST SW
℄ 2ND ST
169
170
171
172
173
PID
743444075714
NAME: CARPENTER AND TORGERSON II LLC
ADDRESS: 165 13TH AVE SW
EXISTING PARCEL AREA (SF)
42828
PE
D&U
TE
470 SF
R/W
0 15 30 60
SCALE IN FEET
PARCEL LINE
EXISTING R/W
EXISTING PE
PROPOSED R/W
TEMP EASE
PROPOSED D&U
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CONST LIMITS
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2ND STREET FROM AVALON COVE CIRCLE NW TO CIVIC CENTER DRIVE
OLMSTED COUNTY
SP TRF-0047-18B & SP 159-106-020
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A-36

A-8

EXHIBIT B

Stipulated Award

STATE OF MINNESOTA

COUNTY OF OLMSTED

DISTRICT COURT

THIRD JUDICIAL DISTRICT

Case Type: Condemnation

City of Rochester, a Minnesota municipal corporation,

Petitioner,

vs.

J & L Adams Properties, LLP; et al.,

Respondents.

Court File No. 55-CV-24-6368

AWARD OF COMMISSIONERS
(Parcels 28, 29 and 30)

The undersigned commissioners, appointed by the above-named Court, having qualified according to law, make the following award of damages with respect to the Petitioner's taking of property interests from the Property in the above-captioned matter, as of December 23, 2024, which is the date of taking:

To:	Second Street Investments, LLC:	$ 125,000.00
To:	All other respondents:	$ 0.00
TOTAL DAMAGES TO ALL PARTIES:		**$ 125,000.00**

This award of damages is made after notice of viewing, notice of hearing and an opportunity for possible claimants to be heard; and it is based on the commissioners' viewing of said real estate and the Stipulation of Settlement entered into between Petitioner City of Rochester and Respondent Second Street Investments, LLC, which the commissioners received and accepted. The commissioners heard no testimony relative to this taking nor reviewed any appraisal or other evidence of fair market value or damages related to the taking, other than the Stipulation.

Dated: _____

_____
Commissioner Jerome Perry

_____
Commissioner Lance Thorkelson

_____
Commissioner Craig Harrington

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Assignment and Assumption of Property Purchase Agreement for Firing Range Replacement - Project J1036

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
City Administration

AGENDA SECTION:
Consent Agenda

PRESENTER:
Zack Wood

Action Requested:

Authorizing execution of Assignment and Assumption of Purchase Agreement and future closing for the property identified as Heartland Gun Club, PID No. 643521082745.

Report Narrative:

The existing Rochester Police Department Outdoor Range Control Facility was constructed in 1980 with 30 firing lanes for training purposes. This Facility has had minimal reinvestment for preservation of the outdoor range structure and at present only 9 of the original 30 firing lanes remain operational. Based upon the 2024 Facility Condition Assessment performed by Kraus Anderson, replacement of the facility was recommended. There is a projected replacement cost of $9.5M in 2026 and the existing facility will require approximately $6M in funding for deferred maintenance through 2028. Those costs reflect asset preservation and do not address any of the updated needs of the RPD training division. The existing outdoor range is also located adjacent to housing and public parks which has led to a community petition to decommission the outdoor range due to concerns over safety of residents and the noise impacts involved with conducting live firing outdoors in an urban setting.

Rochester Police Department Officers are required to perform ongoing training as part of their Board Qualified Certification training, including performing live fire training. As a result, there is a need to preserve facilities for RPD Officers to perform this training and maintain certifications.

In 2025, the private Heartland Gun Club Facility closed. This Facility opened in 2019 with 12 indoor firing lanes which are rated for both handgun and rifle use, modern HVAC and filtration systems, conference and hospitality spaces. City Teammates have been actively engaged in exploring utilization of this facility as a replacement to the existing outdoor firing range. Through this review process, consultants were engaged to explore the feasibility of constructing a new facility that could meet the training needs of our RPD teammates. Based upon the needs identified and current construction costs, the estimated cost of constructing a new facility was estimated to be $9.5M in 2026.

Working with our Real Estate Consultant Dialect, a purchase agreement has been negotiated with the current owner of the property to purchase the Heartland Gun Club Facility for $4.1M. In addition to the purchase, working with consultants, an investment of $1.4M has been identified to remodel the facility to repurpose the hospitality areas to meet additional training space needs of the Rochester Police Department, including adding site security, converting retail space to a mat room for use of force training, adding office space for support staff, standardizing the conference space for City meetings, adding City Camera, Card Access and Building Automation Systems as well as bringing City Fiber network to the

Facility. This Facility is projected to require $95K in annual operational costs, some of which would be reallocated from the existing firing range operational budget.

In addition to providing the space needed to meet RPD's training needs, this facility presents an opportunity for a strengthened partnership with other local agencies to facilitate additional training opportunities by exploring opportunities to integrate with activities taking place at the Southeast Regional Public Safety Training Center which is located nearby the Heartland Facility.

This request is to assign the purchase agreement for the Heartland Gun Club Facility to the City of Rochester, with a fully refundable $30k earnest money deposit, 120 day due diligence period, and authorize final closing 30 days following the due diligence period, no later than July 6, 2026. In addition to the property purchase of $4.1M, approval is sought of the funding source and proposed remodeling budget of $1.4M for the Heartland Facility and site.

Should this request be approved, the existing outdoor firing range use would be discontinued in 2026, once the new facility is in an operational state. The existing firing range site would remain operational with minimal preservation investment in the future for the simulation house and storage garage, no live weapons training would take place. Demolition and lead abatement of the decommissioned outdoor firing range would be brought to council for consideration in a future request. The parcel that the current facility resides on would remain in possession of the City for future expansion needs of the Water Reclamation Plant/Public Works.

Priorities & Foundational Principles:

Public Safety
Fiscal Responsibility and Sustainability

Policy Considerations & DEI Impact:

The Heartland Facility will allow for a more centralized and modern training approach to support the Rochester Police Department and provide opportunities to strengthen partnerships with other local agencies. The indoor range presents opportunities for expanded training hours which have been limited in the past due to the noise created. Having these training services under one roof with access to City resources on site will streamline the training process. In addition, relocating live fire training indoors will address community concerns that have been raised with the current facility, as well as provide greater control of potential environmental contamination as the rounds will be contained indoors in a space specifically designed to facilitate these activities.

Prior Legislative Actions & Community Engagement:

There have been no prior legislative actions of community engagement on this purchase agreement.

Fiscal & Resource Impact:

The purchase price for this facility is $4.1 Million. Funding for this purchase and possible future remodel is proposed from the following sources:

1. $1M transfer from J1036 Building Renewal Fund, current available fund balance $3,552,269
2. Utilization of Inflation Reduction Act (IRA) direct payment tax incentive from J3069 Parks and Forestry Relocation Project. Projected to be $2M
3. 2025 Budget Reconciliation $1.8M
4. Re-prioritization of One Time Public Safety Funds $600k

By authorizing purchase of this property and decommissioning of the existing outdoor firing range, deferred maintenance needs in the Facility Condition Assessment would no longer be required in our long-term capital plan.

Alternative Action(s):

No alternate actions are recommended at this time.

Prepared By:
Zachary Wood

Attachments:
Assignment and Assumption of Purchase Agreement - Heartland Gun Club

ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT

THIS ASSIGNMENT AND ASSUMPTION OF PURCHASE AGREEMENT ("Assignment") is entered into and effective on the date first written below, by and between RED LEAF PARTNERS, LLC, a Minnesota limited liability company ("Assignor"), and THE CITY OF ROCHESTER, a municipality existing under the laws of Minnesota ("Assignee").

RECITALS

WHEREAS, Assignor entered into that certain Purchase Agreement, dated as of February 4, 2026 (the "Agreement"), with Live Oak Number One, Inc., a North Carolina corporation (collectively, "Seller"), regarding the purchase of that certain real property located in the City of Rochester, Olmsted County, Minnesota, described in more detail in Exhibit A and Exhibit B attached to the Agreement (the "Property").

WHEREAS, in accordance with Article 15 of the Agreement, Assignor now desires to assign its rights under the Agreement to Assignee and Assignee desires to accept the same.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties do covenant and agree as follows:

1. The above Recitals and definitions set forth therein are incorporated herein by this reference. Any capitalized term not defined herein shall have the meaning given to it in the Agreement.

2. Assignor does hereby transfer, assign, convey, and grant to Assignee all Assignor's right, title, and interest under the Agreement.

3. Assignee, for itself and its successors and assigns, hereby assumes all right, title, and interest of Assignor under the Agreement and agrees to be bound by all terms, conditions, obligations, and restrictions relating to the Agreement and agrees to fully, promptly, and properly perform, observe, satisfy, and discharge all of the terms, conditions, obligations, and restrictions of the Agreement.

4. This Assignment may be executed in counterparts and facsimile or PDF signatures shall be deemed to be originals.

(Signature Page to Follow)

IN WITNESS WHEREOF, the parties have caused this Assignment to be executed on their behalf effective as of March _____, 2026.

ASSIGNOR

RED LEAF PARTNERS, LLC

By: _____
Name: Daniel P. Johnson
Title: Manager

ASSIGNEE

CITY OF ROCHESTER, MINNESOTA
A MINNESOTA MUNICIPAL CORPORATION

By: _____
Kim Norton
Its: Mayor

Attest: _____
Ann Kasel
Its: City Clerk

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Grant Application - Indian Heights Historic Designation Study

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Community Development

AGENDA SECTION:
Consent Agenda

PRESENTER:
Molly Patterson-Lundgren

Action Requested:

Adopting a Resolution authorizing an application for a Minnesota Historical Society Grant in the amount of $20,000.00 to complete an eligibility study for the historic designation of Indian Heights Park.

Report Narrative:

The Minnesota Historical Society offers grants funded by the Arts & Cultural Heritage Fund, created by the Clean Water, Land, and Legacy Amendment passed in 2008. Specific types of historic preservation projects are eligible for funding, including several types of studies and plans for historic properties. Studies that determine if properties are eligible for designation on the National Register of Historic Places are one such eligible expense. Grant applications for up to $20,000 are typically available quarterly, with the current round due April 10. Projects funded in this round are anticipated to start on or after June 30, 2026, and be completed by October 1, 2027.

In 2017, Indian Heights Park was placed on the Historic Inventory list due to its potential to meet criteria for local historic landmark designation as a "culturally important site". While there is documentation providing historic information on the site, it is mainly from a Euro-American viewpoint. The Indigenous Ethnographic Study completed by the City in 2025 recommends that both National Register and local landmark historic designation be pursued for the Indian Heights Park property. It indicates such sites could be evaluated as a Traditional Cultural Place.

According to a 2024 bulletin on Identifying, Evaluating, and Documenting Traditional Cultural Places, sites may be listed on the National Register due to their significance in association with "...cultural beliefs, customs, or practices that are rooted in the community's history and that are important in maintaining the community's cultural identity." The bulletin stresses the importance of working closely with members of the community whose culture is associated with the site to determine historic significance.

If approved, the grant would fund the work of a consultant to evaluate the site based on National Register criteria for historic significance, including but not limited to the site possibly meeting criteria as a Traditional Cultural Place. The project will be designed to meet the foundational principle of inclusive decision-making by involving members of the Greater Rochester Area Dakota (and possibly other local or regional Dakota community members). The grant is only eligible to fund the evaluation of properties under the National Register criteria. However, the completed study will be used by the Community Development team for local historic landmark evaluation as well.

A request for letters of interest to include a project estimate was distributed to professional consultants

earlier this month. Two responses have been received, indicating an estimated project budget between $19,860 and $24,615. An additional request for proposals is anticipated to occur after grant decisions are made, after which a contract will be executed to complete the project.

Priorities & Foundational Principles:

Inclusive Decision-Making
Inclusive Growth Management

Policy Considerations & DEI Impact:

If this grant application is successful, it would fund the evaluation of Indian Heights Park for historic designation. The HPC and City Council may then use this to consider local historic landmark designation through the process that includes public hearings for each body. Additionally, the City may choose to pursue nomination of the property to the National Register of Historic Places. This would require an additional process with the State Historic Preservation Office.

This project will focus on better understanding the historic and ongoing cultural significance of a property with clear ties to the local Dakota community. As occupants of this land at the onset and prior to Euro-American immigration here, Dakota people continue to be present within the Rochester Community. A better understanding of both the historic and ongoing significance of the property is needed. The evaluation of its historic significance under National Register criteria will be inclusive of non-written traditions and understanding of places that have been marginalized and excluded from past historic accounts. A successful project will lead to additional opportunities to utilize newly documented information for education and cultural appreciation of this and possibly other local sites.

Prior Legislative Actions & Community Engagement:

2017 - Council listing of Indian Heights on the Potential Landmark List
2025 - Park & Recreation Board presentation of Rochester Area Indigenous Ethnographic Study

The designation of Indian Heights Park as a local historic landmark has been discussed numerous times at the Heritage Preservation Commission (HPC) over the past 6-plus years.

Fiscal & Resource Impact:

If this grant application is successful, it would fund the evaluation of Indian Heights Park for historic designation. Additional work by Community Development teammates to bring the property to the HPC and City Council for local historic landmark designation would require minimal resources in teammate time. If, after the evaluation is complete and the City chooses to pursue nomination of the property to the National Register of Historic Places, an additional grant to complete that work could be submitted and funded through this same program. Properties owned by municipalities that are listed on the National Register of Historic Places are eligible to receive funds for multiple preservation and educational programming projects under this and other funding sources.

Alternative Action(s):

The Council may choose not to approve this grant application, which would delay consideration of the site for local historic landmark designation.

Prepared By:

Molly Patterson-Lundgren

Attachments:

Resolution - Indian Heights Historic Designation Study

RESOLUTION

Approving Grant Application for Historic Designation Study – Indian Heights Park

WHEREAS, Indian Heights Park has been listed on the City Historic Inventory since 2017; and

WHEREAS, the Minnesota Historical Society provides an opportunity for local governments to apply for grant funds to pay for studies that determine the eligibility of properties to consider designation on the National Register of Historic Places; and

WHEREAS, the project paid for with grant funds will consider how historic events and site significance to indigenous Dakota people meet the criteria for listing the property on the National Register of Historic Places; and

WHEREAS, the same information developed in the study will provide the Community Development Department to consider the Indian Hights Park property for local historic landmark designation; and

WHEREAS, such grant application deadline is April 10, 2026

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Rochester, MN that a grant application for $20,000.00 to complete a study to determine the National Register eligibility for Indian Heights Park is hereby approved.

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

Development Agreement with DRP MN 3, LLC, for Pebble Creek

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:

Authorizing a development agreement with DRP MN 3, LLC for a multi-phase residential development known as Pebble Creek.

Report Narrative:

DRP MN 3, LLC (Owner) owns real property consisting of approximately 345 acres lying south of 55th St NW and between 60th Ave NW and 70th Ave NW. The Owner, through its development entity Lennar, has received separate permit approval for the Pebble Creek General Development Plan (CD2025-002GDP-A) that will consist of multiple phases of residential development. In 2006, the City and a predecessor in title entered into a Development Agreement and First Supplemental Amendment for lands including the Owner's property. The predecessor in title developed several phases of residential subdivisions abutting Owner's property. The Owner's current development plans vary from what was planned for the property when the existing agreements were executed in 2006. Furthermore, several of the provisions in the existing agreements are inconsistent with City's current development regulations. The Public Works team has coordinated with the Owner's representative to craft terms for a development agreement for the property that will replace in entirety the terms and conditions of the 2006 development agreement and first supplemental amendment.

The new agreement addresses items such as the obligations related to construction of public infrastructure including public streets, utilities, and storm water management facilities; terms for the dedication of public rights-of-way and other permanent and temporary easements and public outlots; memorializing maintenance obligations for private outlots; obligations related to pedestrian facilities; cost share terms regarding a water booster station that is needed to serve portions of the Pebble Creek GDP, and terms for the payment of Public Works-collected development-related charges. The Public Works team recommends approval of this agreement, which has been provided to the Owner for signing prior to execution and recording by the City.

Priorities & Foundational Principles:

Housing Access
Fiscal Responsibility and Sustainability

Policy Considerations & DEI Impact:

Execution of a development agreement will serve to memorialize the Owner's and the City’s obligations related to the development of a property and will ensure the appropriateness of the development project within the greater framework of applicable City policies.

Prior Legislative Actions & Community Engagement:
July 7, 2025: Council Meeting - Major Land Subdivision No. CD2025-022PLAT approved

Fiscal & Resource Impact:
The Owner has paid a document preparation and recording fee for this agreement.

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

Prepared By:
Mark Baker

Attachments:
Development Agreement - DRP MN 3, LLC for Pebble Creek

DEVELOPMENT AGREEMENT
FOR PEBBLE CREEK (2026)

THIS AGREEMENT, is made as of this ____ day of _____, 2026, by and between **DRP MN 3, LLC**, a Delaware limited liability company, hereinafter referred to herein as "Owner"), and the **City of Rochester**, a Minnesota municipal corporation (hereinafter referred to as "City").

WHEREAS, Owner owns real Property within the City of Rochester, legally described by metes and bounds as:

PARCEL 1:

All of the Northeast Quarter of Section 13, and all of the East One-Half of the Northwest Quarter of Section 13, Township 107 North, Range 15 West, Olmsted County, Minnesota. Being subject to an easement for the County Road No. 3 over the West line of the East One-Half of the Northwest Quarter of said Section 13 and to an Easement for the Township Road right of way over the East line of the Northeast Quarter of said Section 13.

Less and except that land platted as Pebble Creek, Pebble Creek Second, Pebble Creek Third, Pebble Creek Fourth and Pebble Creek Fifth.

AND

That part of the West One-Half of the Southeast Quarter of Section 13, Township 107 North, Range 15 West, Olmsted County, Minnesota, described as follows:

Commencing at the Southwest corner of the Southeast Quarter of Section 13; thence North 00 degrees 02 minutes 04 seconds East, assumed bearing, 1449.02 feet for a point of beginning; thence continue North 00 degrees 02 minutes 04 seconds East, 511.13 feet to the Southwest corner of the North 40.00 acres of the Southeast Quarter of said Section 13; thence North 89 degrees 55 minutes 47 seconds East, along the South line of said North 40.00 acres, 1004.86 feet; thence South 00 degrees 02 minutes 04 seconds West parallel with the West line of Southeast Quarter, 1120.62 feet to the center line of County Road No. 4 (as described in Book Y-3 of Miscellaneous Records, Page 283, Olmsted County, Recorder's Office); thence North 72 degrees 44 minutes 53 seconds West, along said center line 417.87 feet, thence Northwesterly 336.01 feet, along said center line, along a curve, concave to the Northeast, central angle of 00 degrees 30 minutes 14 seconds, radius of 38197.19 feet and chord of said curve bears North 72 degrees 29 minutes 46 seconds West, 336.01 feet to a point being 285.20 feet east of, as measured at right angles to the West line of said Southeast Quarter; thence North 00 degrees 02 minutes 04 seconds East parallel with said West line, 383.09 feet; thence North 89 degrees 57 minutes 56 seconds West, 285.20 feet to the point of beginning. Being subject to an easement for the County Road No. 4 right of way over the Southerly boundary thereof.

AND

That part of the Southeast Quarter of Section 13, Township 107 North, Range 15 West, Olmsted County, Minnesota, described as follows:

Commencing at the Southwest corner of the Southeast Quarter of said Section 13; thence North 00 degrees 02 minutes 04 seconds East, assumed bearing, 1960.15 feet to the Southwest corner of the North 40.00 acres of the Southeast Quarter of said Section 13; thence North 89 degrees 55 minutes 47 seconds East, 1004.86 feet for a point of beginning; thence South 00 degrees 02 minutes 04 seconds West, parallel with the West line of Southeast Quarter, 1120.62 feet to the center line of County Road No. 4 (as described in Book Y-3 of Miscellaneous Records, page 283, Olmsted County Recorder's Office); thence South 72 degrees 44 minutes 53 seconds East, along said center line, 845.51 feet; thence continue Southeasterly 935.12 feet, along said center line, along a curve, concave to the Southwest, central angle 46 degrees 45 minutes 20 seconds radius of 1145.92 feet and chord of said curve bears South 49 degrees 22 minutes 13 seconds East 909.39 feet to the South line of said Southeast Quarter; thence South 89 degrees 57 minutes 02 seconds East along said South line, 141.90 feet to the Southeast corner of said Southeast Quarter, thence North 00 degrees 02 minutes 35 seconds West, along the east line of said Southeast Quarter, 1965.67 feet to the Southeast corner of the North 40.00 acres of said Southeast Quarter; thence South 89 degrees 55 minutes 47 seconds West, parallel with the North line of said Southeast Quarter, 1637.39 feet to the point of beginning. Being subject to an easement for County Road No. 4 right of way over the most Southerly boundary thereof. And being subject to an easement for the 60th Avenue N.W. right of way over the Easterly boundary thereof.

AND

Tract "A"

That part of the East One-Half of the Southwest Quarter of Section 13, Township 107 North, Range 15 West, Olmsted County, Minnesota, described as follows:

Commencing at the Southeast corner of the Southwest Quarter of said Section 13; thence North 00 degrees 02 minutes 04 seconds East, assumed bearing, along the East line of said Southwest Quarter, 1158.30 feet to the center line tangent of County Road No. 4 (as described in Book C-4 of Miscellaneous Records, Page 402, Olmsted County Recorder's Office) for a point of beginning; thence North 71 degrees 47 minutes 23 seconds West, along said center line tangent, 1376.11 feet to the West line of the East One-Half of said Southwest Quarter; thence North 00 degrees 05 minutes 53 seconds West, along said West line, 1029.76 feet to the Northwest corner of the East One-Half of said Southwest Quarter; thence North 89 degrees 55 minutes 47 seconds East, along the North line of said Southwest Quarter, 1309.82 feet to the Northeast corner of said Southwest Quarter; thence South 00 degrees 02 minutes 04 seconds West, along the East line of said Southwest Quarter, 1461.40 feet to the point of beginning. Being subject to an easement for County Road No. 4 right of way over the Southerly boundary thereof and being subject to an easement for the County Road No. 3 right of way over the Westerly boundary thereof.

AND

Tract "B"

The North 40.00 acres of the Southeast Quarter of Section 13, Township 107 North, Range 15 West, Olmsted County, Minnesota. Being subject to an easement for the 60th Avenue N.W. right of way over the Easterly boundary thereof.

AND

PARCEL 2:

Lots 1 through 5, Block 1 and Lots 1 and 2, Block 2, and Outlots A and B, all in Pebble Creek Fourth, Olmsted County, Minnesota.

Abstract Property

hereinafter collectively referred to in this Agreement as the “Property”; and,

WHEREAS, Owner is seeking approval to develop the Property in multiple phases of, consistent with the approved General Development Plan application CD2025-002GDP-A for Pebble Creek (see attached Exhibit A for GDP reference); and,

WHEREAS, the City and a predecessor in title to the Property entered into a Development Agreement for lands including the Property, with said agreement being recorded as Document A-1104761 on June 29, 2006, in the office of the county recorder, Olmsted County, Minnesota, hereinafter referred to as “Agreement A-1104761”; and,

WHEREAS, the City and a predecessor in title to the Property entered into a First Supplemental Amendment to Development Agreement for lands including the Property, with said supplemental amendment agreement being recorded as Document A-1104762 on June 29, 2006, in the office of the county recorder, Olmsted County, Minnesota, hereinafter referred to as “Agreement A-1104762”; and,

WHEREAS, Owner’s planned development is not consistent with the planned development anticipated when Agreement A-1104761 and Agreement A-1104762 were executed for lands including the Property; and,

WHEREAS, Owner and City wish to release the Property from the terms of Agreement A-1104761 and Agreement A-1104762; and,

WHEREAS, Owner and City wish to memorialize terms and obligations for the orderly and efficient development of the Property, through execution of this Development Agreement, which has been drafted based on Owner's current development plans.

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

I. DEVELOPMENT AGREEMENT FOR PEBBLE CREEK REPLACING IN ITS ENTIRETY AGREEMENT A-1104761 AND AGREEMENT A1104762.

1) This Development Agreement for Pebble Creek shall supersede and replace in entirety the terms, conditions, obligations, and benefits contained in Agreement A-1104761 and Agreement A-1104762 as they pertain to the Property. Upon full execution and recording of this Agreement, the Property shall be released from Agreement A-1104761 and Agreement A-1104762, and no terms or conditions of said agreements shall remain applicable to the Property.

II. OWNER'S OBLIGATIONS

1) **Property Development**. Owner agrees to complete development of the Property, consistent with all approved development applications, and where applicable, agrees to extend public infrastructure to the boundaries of the Property as required by the City Engineer, relevant to each phase.

2) **Procedures and Requirements for Building Permits for Model Homes Prior to Completion of all Public Infrastructure**. Owner agrees to secure all necessary permits, inspections and approvals for all the model homes. In accordance with Minnesota Rule 1300.0220, Model home shall not be used or occupied until such time that all utilities (both public and private), roads, sidewalks, public improvements and other services have been extended, connected and are usable and a Certificate of Occupancy is issued.

3) **City - Owner Contract.** Unless otherwise addressed herein, Owner shall execute a City-prepared Contract with the City for all on-site and off-site public infrastructure that will be constructed to serve each phase of development (including construction of public roadways, certain pedestrian facilities, water mains, sanitary sewers, storm sewers, and any public storm water management facilities). Execution of the Contract(s) shall occur before the construction of any public infrastructure within each phase. Owner shall pay for all public improvements authorized for construction by the Contract(s) unless otherwise stated within said Contract(s) or this Agreement. City agrees to the expedient and timely preparation of said City-Owner contract for each Phase upon request by the Owner.

4) **Civil, Grading and Storm Water Management Plan approval**. As of the date of this Agreement, a Mass Grading Plan and Mass Grading Permit (R25-0004GM) have been approved for Phase 1 (see attached Exhibit B plan coversheet for reference). Owner is responsible for preparation of Civil, Grading, and Storm Water Management plans for each phase of development. Owner shall also comply with the following additional provisions related to site grading:
    a) Unless determined not applicable by the City Engineer, each development phase within the Property shall be graded to match the grades of the abutting public roadway(s).
    b) The plans for grading the Property shall match the existing grades of the abutting properties unless other documented arrangements are made with the abutting landowners and approved by the City.
    c) Unless determined not applicable by the City Engineer, Owner shall obtain and or dedicate temporary easements for extension of utilities and roadways / temporary turn-arounds beyond the project limits of any phase of development.

5) **Storm Water Management.** Owner acknowledges that development of the Property results in the need for storm water management in accordance with all applicable standards and regulations. The following specific terms and conditions shall apply to development of the Property:

a) Reaches of Kings Run and tributaries thereof are known to be at risk of flooding with the potential to impact private property and public roadways. Development of the Property will increase stormwater runoff volume generated within the Kings Run Drainage District, potentially exacerbating flood conditions. Additional flood storage and/or volume reduction management practices, i.e., stormwater management facilities and techniques above and beyond those necessary to meet the City's minimum storm water management standards for rate and volume control, may be required to mitigate the increased flood risk if development of the Property shows increased downstream flood stages at critical locations relative to existing conditions as established by the City's Kings Run Drainage District hydrology and hydraulic model.

b) Owner shall manage storm water runoff and implement appropriate erosion and sediment control best management practices (BMPs) during construction and restoration activities in conformance with City standards, City ordinances, permits issued by other agencies, including but not limited to Olmsted County, MNDNR, MPCA, USACE, etc., as well as the approved Grading Plan(s), Grading Permit(s), Construction Plans, Storm Water Management Plan, and project specifications for each phase of development.

c) Owner shall design and construct storm water conveyance and storm water management facilities in conformance with City standards, City ordinances, permits issued by other agencies, including but not limited to Olmsted County, MNDNR, MPCA, USACE, etc., as well as, the approved Grading Plan(s), Grading Permit(s), Construction Plans, Storm Water Management Plan, and project specifications for each phase of development.

d) Public Storm Water Management Facilities. As specified in the City's Obligations section of this Agreement, City agrees to accept ownership and maintenance obligations for the approved permanent storm water management facilities that are constructed by Owner to serve any phase of development within the Property that consists of single-family lots. Owner shall construct, at its expense, the permanent storm water management facilities required by City, as part of a City-Owner Contract, and consistent with the approved Civil Plans for each phase of development. All required public storm water management facilities shall be platted on separate Outlot(s) and shall be dedicated to the City upon request by, and at no cost to the City. Owner shall maintain all storm water management facilities and associated infrastructure consistent with the applicable approved Civil Plans, until such time City accepts ownership of the Outlot(s) containing said public storm water management facilities consistent with City's Obligations section of this Agreement. Upon final transfer of Outlot to City, the responsibility for all pedestrian facility snow removal maintenance will remain with the Owner of Outlot B, Pebble Creek Sixth (See Exhibit D).

6) **Storm Water Management Plan Area Charge (SWMPAC).** A SWMPAC fee is required for that part of any phase of development, when any of the following three statements (a., b., and / or c.) is true: a.) The property is not served by a storm water management facility located on the Property. b.) Drainage from the property is routed to a storm water management facility that serves less than 50 acres. c). Drainage from the property is routed to a storm water management facility that was not constructed by the Owner.

a) Owner shall pay the applicable SWMPAC, as calculated for each phase of development within the Property, based on the developable area of each phase (that is subject to SWMPAC) times the base SWMPAC rate per developable acre in place for the calendar year that a City-Owner Contract is approved for said phase, times the applicable Land Use Factor (LUF). The *developable acres* for phase shall be calculated as per City Ordinance 12-7-3 and 12-7-5(d). For reference the base

SWMPAC for LUF 1.0 (associated with low-density residential) in place through December 31, 2026 is $4,482.46 per developable acre.

b) The applicable SWMPAC for each phase of development will be calculated based on the rate in place at the time of City-Owner Contract approval for each phase of development. Owner will pay the SWMPAC consistent with the terms in this Agreement.

6) **Storm Water Management District (SWMD) charge.** A SWMD charge is applicable for all portions of the property that drain to the SWMD and that are subject to a SWMPAC. The rate in place through December 31, 2026 is $ 2,194.05 per acre (for low-density residential development). Owner shall pay the applicable SWMD fees based on the rate in place at the time of City-Owner Contract approval for each phase of the development consistent with the terms in this Agreement.

7) **Storm Water Utility.** The City has implemented a Storm Water Utility. Owner shall make payment of monthly Storm Water Utility Fees applicable to the Property as required by the Storm Water Utility.

8) **Signage.** Owner shall pay for all traffic control signage, as identified with the approved Civil Pans for each phase of development of the Property, and as determined by the City Engineer, calculated based on the square foot rate in place for the calendar year that a City-Owner Contract is approved for each phase of development within the Property.

9) **Real Estate.**

a. Public Easements. Owner shall dedicate, at no cost to City, all public easements within the Property necessary for public sanitary sewer, water, storm sewer, public storm water management facility BMP(s), pedestrian facilities, and small diameter utilities needed for each phase of development within the Property. Owner shall also dedicate, at no cost to City, all temporary easements needed for grading outside of the public right-of-way, and construction (within the right-of-way) of perimeter roadway and pedestrian facilities improvements. For Pebble Creek Sixth, Owner shall dedicate, at no cost to City, all temporary drainage and or utility easements needed for City's public uses that will occur within Outlots D & F (see Exhibit D) prior to said outlots being dedicated to City.

b. Off-Site Easements. Prior to Civil Plan approval, Owner shall obtain, at its sole cost, all off-site easements that are necessary for grading, temporary turn-arounds, or for the extension of utilities across any lands owned by anyone other than Owner or City. In the event a third-party property owner does not agree to such an easement, the City and Owner will reconvene for alternative solutions.

c. Temporary Easements. Owner and City acknowledge that as the Property is developed and platted in phases, the construction of certain public utilities, pedestrian facilities, and temporary turn-arounds, and certain grading may take place within the overall confines of the Property, but outside the confines of the area included in a recorded Final Plat(s). Through its execution of this Agreement, Owner grants City temporary easement rights within the Property for all public infrastructure that is constructed outside any platted or otherwise recorded public easements within the Property. The temporary easement rights shall expire for any segment(s) of public infrastructure without any further action by Owner or City, upon either the dedication of permanent public easements for said infrastructure, or upon removal of the public infrastructure from the specific temporary easement area.

d. Right of Way. Owner agrees to dedicate the public right-of-way necessary for each phase of development through the relevant Final Plat recording.

e. Access Control. Owner shall dedicate controlled access, as determined applicable by the appropriate road authority, as part of the Final Plat for each phase of development of the Property.

f. Private Outlot(s). Owner agrees to execute a City-prepared Maintenance Declaration, as part of the Final Plat approval process, for any phase(s) of development within the Property that includes the creation of private outlot(s) that are not intended for future re-subdivision and development. Said Declaration will tie the obligations of any private outlot(s) to the community amenity center lot within the Property proposed as Outlot B, Pebble Creek Sixth (see Exhibit D), and will address future obligations for public road frontages, and pedestrian facilities along the private outlot(s), as well as general maintenance.

g. Public Outlot(s). All Outlot(s) platted within each phase of development of the Property, that City has agreed to accept ownership and maintenance of, shall be conveyed by warranty deed from Owner to City. Said dedication shall be upon request by and at no cost to City. Owner shall ensure that all current and past year property taxes have been paid prior to conveyance of an Outlot to the City.

h. Official Acceptance. Any applicable public easements and / or deeds shall be prepared by the City for execution by Owner. Upon Owner's execution, Owner shall deliver the executed conveyance documents to City for official acceptance and recording.

i. Document Recording. City shall be responsible for recording the documents conveying easements or fee title to the City, and the Owner is obligated to pay City's established document preparation and recording charges associated with preparation and recording of the document(s) to transfer said rights.

10) Required Improvements Identified in Traffic Study. Based on the results of the traffic study review related to development of the Property, Owner shall comply with the following conditions of approval:

a. A sight distance analysis is required with any new access application along County Road 158. If sight distance is deemed inadequate by Olmsted County (as road authority), the access shall be shifted to a different location that meets the Olmsted County Access Management Ordinance and where the curvature of County Road 158 allows adequate intersection sight distance.
b. Two of the proposed accesses on County Road 158 between CSAH 4 (Valleyhigh Rd NW) and 55th St NW shall be removed from the general development plan. Additional accesses may be considered by Olmsted County in the future with appropriate justification.
c. Access "F" on 55th St NW (see attached Exhibit C for reference) shall be removed from the general development plan. This access may be considered by the City of Rochester in the future with appropriate justification based on Engineering Standards 1002.2.C.3 - Number of Access Points.
d. Owner shall construct a City approved internal East-West street connection to the northwest portion of the property (see attached Exhibit A for reference)
e. Owner shall construct northbound right turn lanes along County Road 158 at the proposed access and at the extension of 55th St NW.
f. Owner shall construct southbound right turn lanes and northbound left turn lanes at three intersections along CSAH 44 (60th Ave NW) at 55th St NW, Kingsbury Dr NW, and Gatehouse Dr NW.

g. In the event Owner needs access to the Property from the future location of 55th St NW, prior to City constructing the 55th St NW extension extending west form 60th Ave NW, Owner may construct a temporary private access from 60th Ave NW in said location, through execution of a City prepared Revocable Permit Agreement. The design and construction shall meet Public Works and Fire Department guidelines for an emergency secondary access.

h. The 2026 general development plan shall identify a north-south Local Collector route between Access E and Access H (see attached Exhibit A for reference), as well as an east-west Local Collector route primarily along Kingsbury Dr NW. These routes shall be designed to Local Collector standards, and the intersection(s) of these routes shall be designed as mini-roundabout(s) or compact roundabout(s) for traffic calming and intersection control.

11) Kings Run Trunk Serwer Rate (TSR) charge, and Water Availability Charge (WAC) Obligations. A Kings Run TSR and WAC are applicable to the entire developable area of the Property. Owner shall pay said charges, for each phase of development, within 30 days after invoicing by the City, based on the rates in place in the calendar year a City-Owner Contract is approved for each phase of development, or the calendar year of the Final Plat approval for any phase of development that does not include a City-Owner Contract. Specific obligations are as follows:

Kings Run TSR charge.
The rate valid through December 31, 2026 is **$13,852.17** per developable acre.

Water Availability Charge (WAC)
The rate valid through December 31, 2026 is **$3,759.26** per developable acre.

The applicable TSR and WAC for each phase of development, based on the rate in place at the time of City-Owner Contract approval for each phase of development, or upon Final Plat approval for any phase without a City-Owner Contract, shall be paid consistent with the terms of this Agreement.

12) Obligations Related to Construction of Booster Station. Rochester Public Utilities (RPU) has determined that a water Booster Station is needed to serve portions of the Property, and to serve surrounding areas. Owner and RPU have had discussions to formulate terms for RPU's construction of a water Booster Station within a portion of proposed Outlot F, Pebble Creek Sixth. Owner and City agree to the following:

a. Owner is financially obligated for and will pay 15% of all design, construction, testing, and inspection costs for the Booster Station (actual costs), up to a total financial obligation cap of $322,050** (**The capped amount is based on 15% of the preliminary estimate of $2,147,000).

b. Owner will pay RPU invoices at the milestones below:
    i. After Final Design/prior to bid
    ii. At substantial completion

c. Owner will either dedicate a separate outlot for the Booster Station, or if requested by City, will dedicate via platting a Water Utility Easement over the portion of proposed Outlot F, Pebble Creek Sixth occupied by the Booster Station.

d. Any unpaid charges will be certified for collection with the property taxes for proposed Outlot B, Pebble Creek Sixth, payable over a term of one-year and include interest at the City's adopted interest rate at that time.

13) Plant Investment Fee (PIF). Development of individual lots within the Property is subject to payment of a PIF that will be calculated and collected consistent with City established policies.

14) Electrical Utility. Owner shall provide easements necessary for the installation of electricity to serve the Property and abutting lands. Owner further agrees to install conduit at locations under roadways, selected by Rochester Public Utility, within the Property to facilitate service to and within the Property.

15) Pedestrian Facilities. Pedestrian facilities are required along all frontages of all new public streets within the Property, as well as, along perimeter roads abutting the Property, and any mid-block pedestrian facilities required through the development approval process. Specific pedestrian facility obligations are as follows:

a) Concrete sidewalk (widths consistent with City design standards) shall be constructed along all public street frontages, for individual developable platted lots within the Property concurrent with development of each lot or as otherwise called for in this Agreement.

b) Construction of concrete sidewalks (widths consistent with City design standards) shall be constructed as part of the City-Owner Contract public improvements for each phase of development, along all public street frontages of any outlot or other parcel within the Property that is not intended for private residential development.

c) Along Perimeter Roadways. Owner is obligated to grade for the City's future construction of a ten (10) foot wide bituminous pedestrian path along the frontages of the existing perimeter roadways including: 1. the remaining frontage of 60th Ave NW that does not already have pedestrian path and where grading would not impact existing wetlands, 2. Along 70th Ave NW when future phases abutting said roadway are developed, 3. Along 55th St NW, as phases develop. 4. Along Valleyhigh Rd NW, as phases develop. In addition, the construction of a five foot wide concrete sidewalk will be required along the frontage of Behrens Ln NW as phases develop abutting this roadway.

d) Pedestrian Ramps Owner shall pay City for any pedestrian ramps that will be required within the Property, within 30 days after invoicing, after approval of the City-Owner Contract and at the rate in place at the time of Contract approval.

e) The Owners shall complete the sidewalk network for any street segment within the Project that has over 75% of the lots developed, within one year after written notification by the City.

f) City may initiate and construct sidewalk along the public roadway frontage abutting lots that do not have sidewalk constructed and/or have remained vacant for a period exceeding five years after plat recording. Owner(s) of the Lot(s) abutting any sidewalk shall pay the City within 30 days of invoicing for all costs associated with any sidewalk constructed by the City.

16) Park Dedication. Owner has reviewed the park dedication requirements within the City's subdivision ordinance and agrees to comply with said requirements.

17) Boulevard Trees. Owner shall comply with City Ordinance requiring the planting of / paying for boulevard trees.

18) First Seal Coat. Owner shall pay a First Seal Coat contribution to the City for the area of the public roadway(s) within each phase of development within the Property, calculated using the rate in place at the time of City-Owner Contract approval. Payment shall be due for each phase of development consistent with the terms of this Agreement

19) Landscape Maintenance. Prior to placing any permanent landscape material, signage, lighting, entry features, sprinklers, or any other facility of a permanent nature within the right of way or on other public lands, Owner shall make a written request to the City Engineer, shall execute a City prepared Revocable Permit Agreement, and shall have received approval for such encroachment by the Rochester City Council.

20) **Monument Signs**. City agrees to allow two monument signs at the intersection of Kingsbury Rd to be located on private out lots. Owner shall execute a City prepared Maintenance Declaration for the private outlot(s) as specified in Section 9 e. of this Agreement. Any future City-performed maintenance of any monument sign located on a private outlot shall be associated with and charged to the owner of the parcel containing the community amenity center (being platted as Outlot B, Pebble Creek Sixth). Owner agrees private outlots containing monument signs will be owned by the same legal entity that owns Outlot B, Pebble Creek Sixth (the parcel containing the amenity center).

21) **Maintenance of Medians within the Public Right-Of-Way.** Owner acknowledges that landscape planting maintenance is the responsibility of the Owner and/or its assignees. Owner shall execute a City prepared Maintenance Declaration tying maintenance of any landscaped median islands to Outlot B, Pebble Creek Sixth, the community amenity center lot.

22) **Wetlands**. Owner shall comply with the provisions of Minnesota Rules 8420 as well as all other federal, state, and local wetlands regulations, regarding all wetlands and associated buffers lying within the Property. Owner shall not take any action in developing the Property that will damage or in any way negatively impact the viability of wetlands lying within and/or abutting the Property unless otherwise authorized by approval of a Wetlands Replacement Plan.

23) **Permits.** Owner shall obtain all the necessary permits for development and construction within the Property.

24) **Conditions of Approval**. Owner shall comply with the specific conditions, as approved by the City Council, for the General Development Plan, Plat approval within the Property.

25) **Payment of Development Charges.** Unless otherwise stated within this Agreement, the Owner shall make payment of all charges outlined herein, and/or within the City-Owner Contract(s) for each phase of development within the Property, within 30 days after invoicing by the City, which will occur after construction of public infrastructure within each phase of development has advanced to a point where lots within the phase have been released for application for building permits.

26) **Assessment for Non-Payment / Non-Performance.** In the event Owner fails to perform its construction/maintenance obligations, or to make payment according to terms of this Agreement, the City may complete the construction/maintenance, and collect its reasonable costs for construction/maintenance, and for any unpaid obligations from the Owner, plus interest at a rate of 7.5%, through certification with Olmsted County for collection with the property taxes for that individual lot or lots within the Property that the obligations apply to. The certification shall be for a term of one year. Owner hereby waives its right to notice of and a hearing as provided in Minnesota Statutes and further waives all rights to contest or file an appeal of the charges or certification thereof in a court of law.

27) **Charge Rate Adjustment.** The rates for obligations identified in this Agreement will be adjusted consistent with the City's policies for establishing City Rates. The charges collected for each phase of development will be based on the rates in effect at the time a City-Owner Contract is approved for each phase of development, or based upon the rates in place at the time of Final Plat approval for any phase of development that does not include a City-Owner Contract. The charges are made against the developable acreage (unless otherwise specifically identified) and shall consist of the gross acres of each phase of development, less the wetlands, floodway, public storm water management facilities, parkland, and natural ungraded slopes in excess of 18% remaining after site grading as reflected on a City approved Civil Plan(s) for the Property.

28) **Recording Fee.** Owner has paid City a preparation and recording fee for this document.

29) **Consent of Mortgagee.** NA, as of the date of this Agreement the Property is not encumbered by any mortgage. In the event a mortgage is recorded for the Property prior to recordation of this Agreement, Owner shall obtain execution of the Consent of Mortgagee.

III. CITY'S OBLIGATIONS.

1) The City will consider the platting and development of the Property under the process outlined in the City's Unified Development Code (UDC). Subject to the terms of this Agreement, the City will allow the Owner to proceed and complete the platting and project development approval process, including plat recording for the Property.

2) The City agrees to accept the dedicated and donated portions of the Property and easements outlined herein, consistent with the terms of this Agreement, and as may be required by any related development applications for the Property.

3) The City shall not restrict the full development of the Property provided the City receives full payment from Owner of all charges outlined herein and the Owner fulfills all its obligations outlined herein.

4) Where applicable, City shall reimburse the Owner for the cost of oversizing the public sanitary sewer and watermain consistent with City and Rochester Public Utility Standards and Policies. The payment of the oversizing shall be based on City's established unit costs for various pipe sizes, final quantities, and Oversize Payment Policy.

5) City agrees to maintain structural components of any public storm water management facilities constructed by Owner, within public outlot(s), as identified on the approved Civil Construction Plans for the Property. City has no maintenance obligations for any private outlot(s) within the Property.

6) Subject to City Council funding and project approvals, City shall be obligated for the future construction of 55th St NW from 60th Ave NW (see Exhibit C for reference), to County Road 158 (70th Ave NW).

IV. GENERAL PROVISIONS.

1) **Waiver and Amendment.** This Agreement will not be altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by both parties.
2) **Entire Agreement; Other Agreements**. This Agreement constitutes the entire agreement between the parties as to the matters contained herein. There are no other understandings or representations, whether written or oral, beyond those specified in this Agreement.
3) **Successors and Assigns; No Third Party Beneficiaries.** The obligations set forth in this Agreement are covenants running with the land and will apply to Owner, and its successors and assigns. There will be no third party beneficiaries to this Agreement.
4) **Recording of Agreement Prior to Plat.** Owner and City agree that this Agreement may be recorded prior to recordation of the plat for Prairie Ridge and that certain terms and provisions within this Agreement refer to and will apply to the individual platted lots within the Property.
5) **Ordinances.** Except as otherwise expressly provided herein, Owner and City acknowledge that they will remain subject to all applicable City ordinances, policies, and other governmental regulations.
6) **Remedies**
    a. In the event of City's or Owner's default which is not cured within 30 days after written notice thereof to the defaulting party, the non-defaulting party shall have all rights and remedies available under law or equity with respect to the default. In addition, and without limitation, the non-defaulting party may exercise one or more of the following specific rights and remedies:
        i. With respect to matters that are capable of being corrected by the non-defaulting party: (1) a non-defaulting party may, at its option enter upon the Property for the

purpose of correcting the default; and (2) the defaulting party shall pay the non-defaulting party the non-defaulting party's reasonable costs in correcting same, plus interest, within thirty (30) days after written demand;

ii. Injunctive relief;
iii. Action for specific performance; and
iv. Action for money damages.

b. Remedies are Cumulative. All remedies provided herein are cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

c. Failure to enforce not a Waiver. Failure of any party to enforce any provisions contained herein shall not be deemed a waiver of that party's rights to enforce such provision or any other provision in the event of a subsequent default.

7) **Dispute Resolution**. All claims, counterclaims, disputes, and other matters in question between the City and Owner arising out of or relating to this Agreement, or breach thereof, will be decided in a court of competent jurisdiction within the State of Minnesota.

8) **No Reimbursement**. Each party shall be responsible for its own costs, fees, expenses, and attorney's fees incurred during any dispute arising out of this Agreement.

9) **Governing Law**. The formation, interpretation, and performance of this Agreement between the City and Owner will be governed by, and construed in accordance with the laws of the State of Minnesota, regardless of any conflict of law provisions that would require application of the laws of any other jurisdiction.

10) **Jurisdiction and Venue**. The appropriate venue and jurisdiction for any litigation in state court hereunder shall be heard in District Court in Olmsted County, Minnesota. The appropriate venue and jurisdiction for any litigation in federal court involving the Parties and this Agreement will be in the appropriate federal court in the State of Minnesota.

11) **Force Majeure.** If either party fails to perform under this Agreement because of any delays caused by fire, flood, explosion, hurricane, earthquake, tornado, wind storm, heavy rain storm, unusually inclement weather, or other casualty, strikes, lock-outs, labor disputes, governmental laws or regulations, unavailability of labor or materials, reasonable contractor delays, acts of war, acts of terrorism, pandemics or other similar causes beyond the control of either party, performance by such party will be extended for the period of time that performance was delayed directly attributable to such cause(s).

12) **Development Requirements**. Except where the City Engineer has explicitly waived a requirement of the Unified Development Code in writing, and is authorized to do so, all standards and procedures will remain applicable to this Project whether or not they are cited in this Agreement.

13) **Concurrence**. By executing this Agreement, Owner acknowledges that it: (a) enters into and executes this Agreement knowingly, voluntarily, and willingly of its own volition with such consultation with legal counsel, or opportunity to do so, 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, or opportunity to do so, 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. As such, both parties agree that they will not challenge the legality of any term or condition found within this Agreement and specifically waives any and all legal objections they may have to any such term or condition. Notwithstanding any provision in this Agreement to the contrary, this clause will survive the termination or expiration of this Agreement.

14) **Severability.** 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 will not be affected, and the rights and obligations of the parties will be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

15) **Notices.** Any notice or election herein required or permitted to be given or served by any party hereto upon the other will be in writing and delivered in one of the following ways: in person, by email, by recognized overnight delivery service (i.e., Federal Express, UPS, etc.), or sent by United States certified or registered mail, postage prepaid, and addressed as follows:

If to Owner:
Attn: Joe Jablonski
VP of Land Development

US HOME, LLC dba LENNAR
16355 36th Ave N #100
Plymouth, MN 55446

If to the City:
Attn: City Engineer
Rochester Public Works
4001 West River Pkwy NW, Suite 100
Rochester, MN 55901

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)

DRP MN 3, LLC
a Delaware limited liability company**,**

By _____

Its _____

STATE OF _____)
) SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by _____, the _____ of **DRP MN 3, LLC**, a Delaware limited liability company, who is personally known by be to be the person who executed this Agreement for and on behalf of the company.

_____
Notary Public

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

ACKNOWLEDGEMENT OF LIMITED LIABILITY

COMPANY AUTHORIZATION SIGNATURE

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2026, before me

appeared _____, to me personally known, who being by me
(Name of Officer)

duly sworn, did say that they are the _____, of
(Title)

_____, _____
(Name of Company), (Address)

_____, _____, a limited liability company,
(City & State) (Zip Code)

who has indicated the they are authorized under the articles of organization or operating agreement to execute the attached instrument for and on behalf of the limited liability company, and that they hereby executes said instrument for and on behalf of the limited liability company.

_____
Notary Public

County: _____

My Commission Expires: _____

EXHIBIT A
REFERENCE COPY OF APPROVED 2026 PEBBLE CREEK GDP

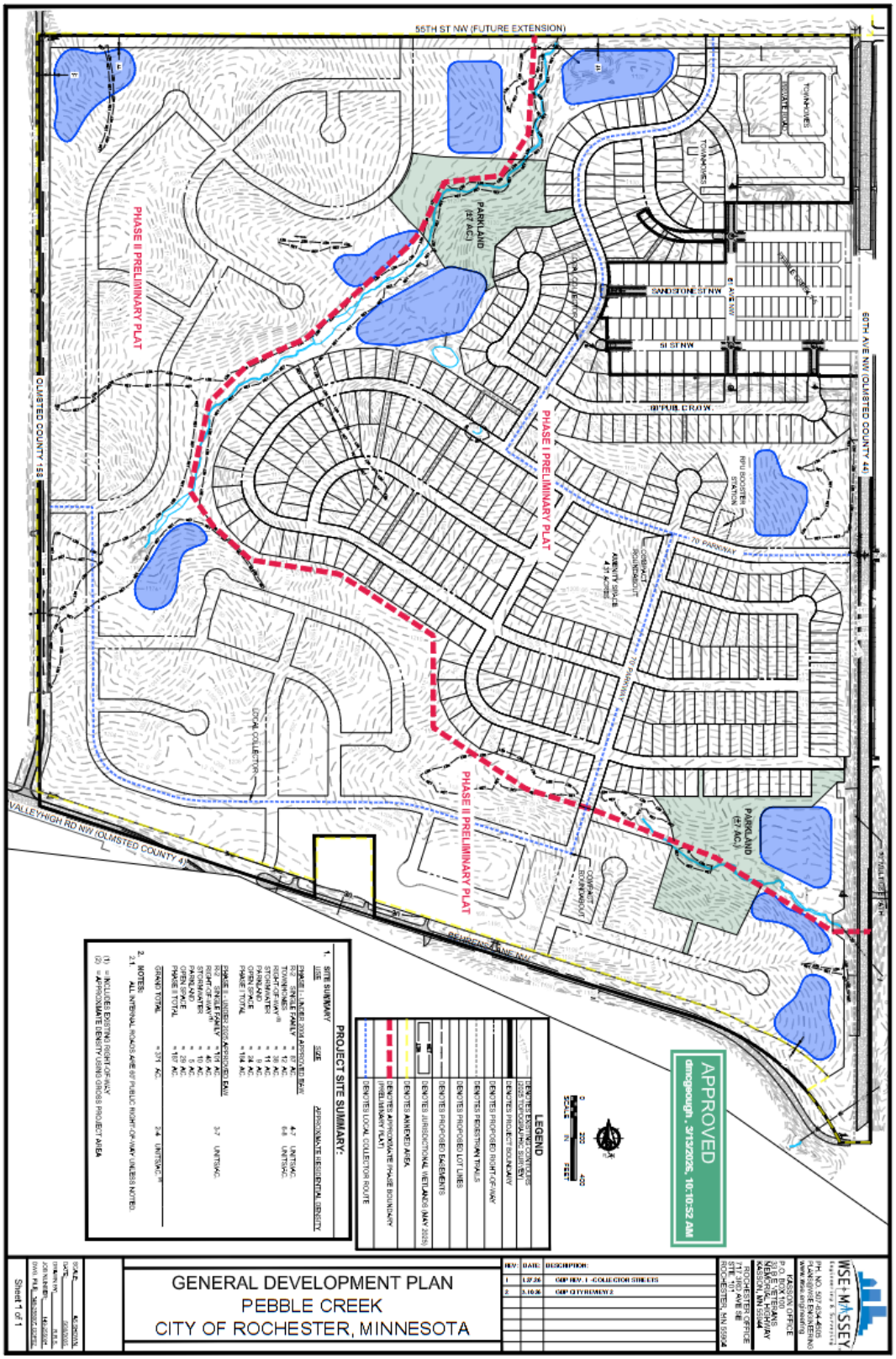


EXHIBIT B
COVERSHEET OF APPROVED PEBBLE CREEK PHASE 1
MASS GRADING PLAN (R25-0004GM) FOR REFERENCE

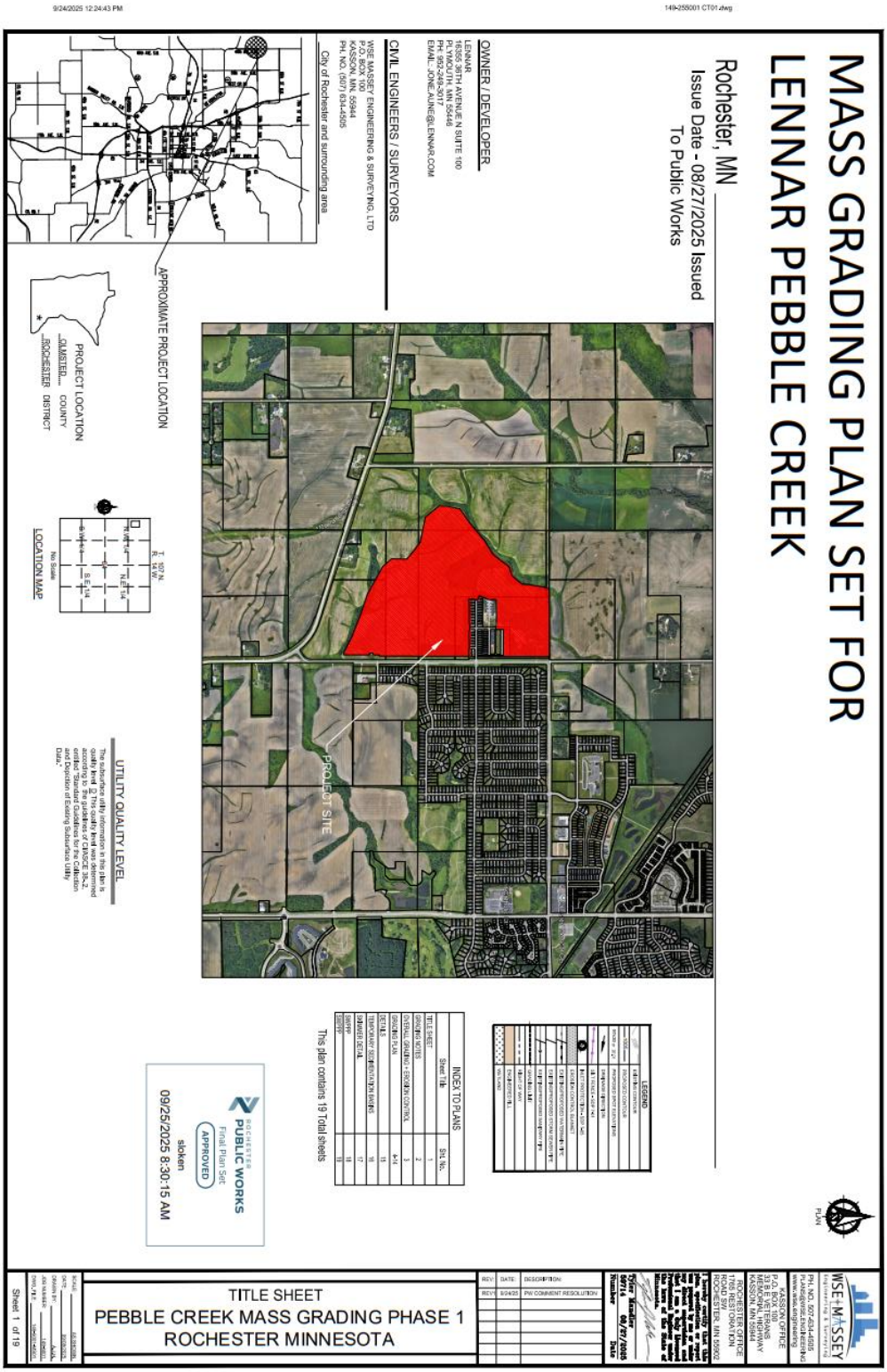
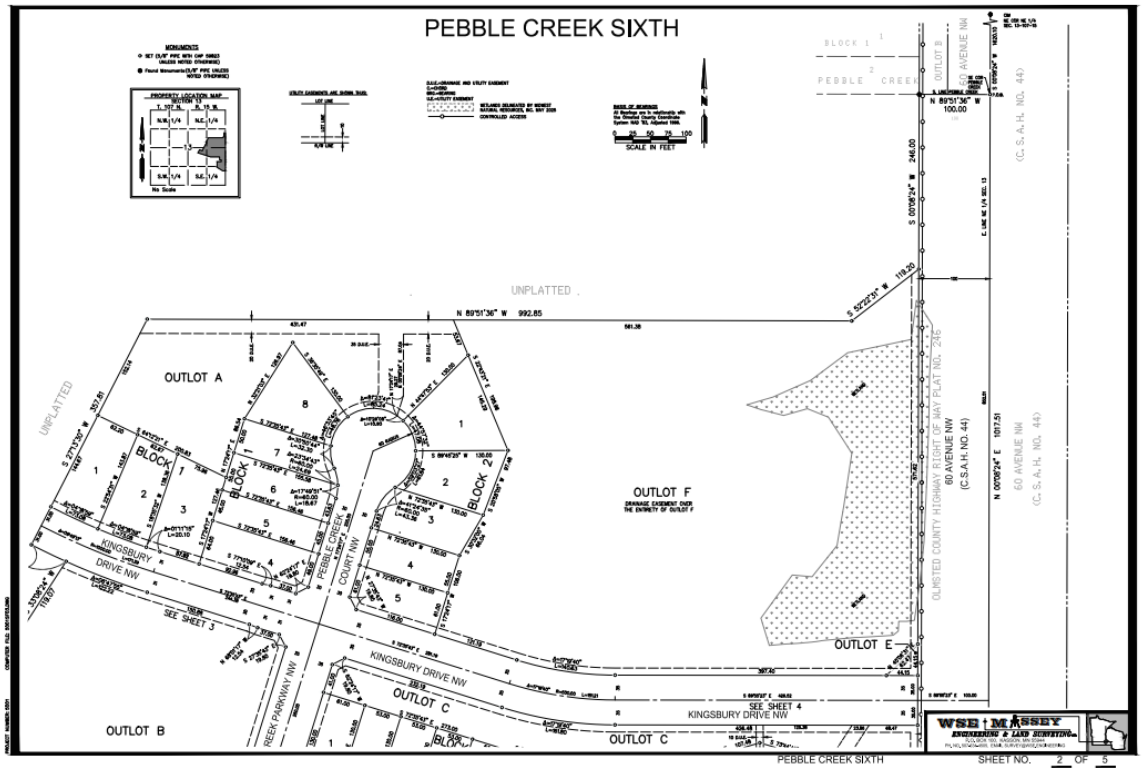


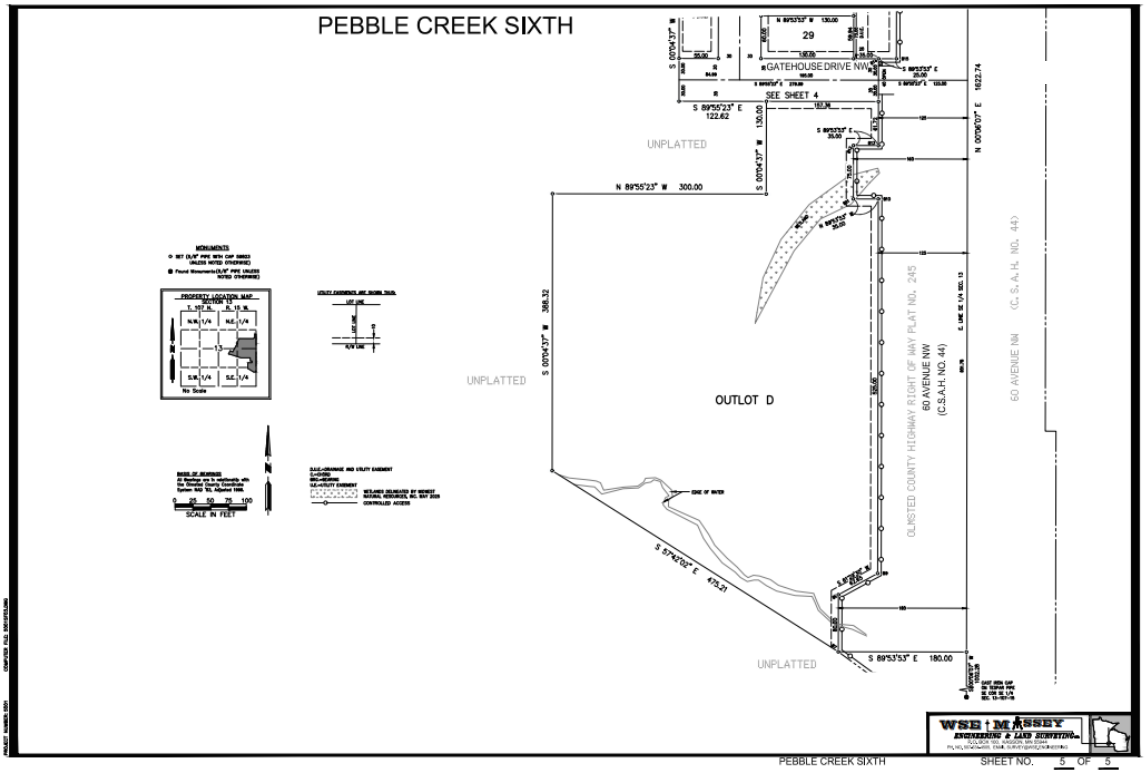
EXHIBIT C

GDP CONCEPT PLAN FROM TRAFFIC STUDY FOR REFERENCE REGARDING TERMS IN SECTION II. 10.



EXHIBIT D
PAGES 2 & 3 OF PEBBLE CREEK SIXTH FINAL PLAT
SHOWING LOCATIONS OF OUTLOTS B, D & F FOR REFERENCE





REQUEST FOR ACTION

Individual Site Development Agreement with Citywalk Apartments Rochester LLC for the Citywalk Apartments

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:
Authorizing an individual site development agreement with Citywalk Apartments Rochester LLC, for an apartment development referred to as Citywalk.

Report Narrative:
Citywalk Apartments Rochester LLC (Developer) is purchasing real property located in the southwest quadrant of 2nd St SW and 6th Ave SW. The Developer has received separate development application approval for the Citywalk Apartments, through application CD2023-003CUP-A, to facilitate development of the property with an apartment building with approximately 340 living units. The Public Works team has coordinated with the Developer's representative and has prepared an individual site development agreement for the property. The agreement addresses items such as construction of public infrastructure to serve the project; obligations related to the public alleys serving the property; construction and maintenance of storm water management facilities; terms for private encroachments within the public right-of-way through a revocable permit, and terms for the payment of development-related charges. The Public Works team recommends approval of this agreement, which has been provided to the Owner for signing prior to execution and recording by the City.

Priorities & Foundational Principles:
Housing Access
Fiscal Responsibility and Sustainability

Policy Considerations & DEI Impact:
Execution of an individual site development agreement will serve to memorialize the Owner's and the City’s obligations related to the development of a property and will ensure the appropriateness of the development project within the greater framework of applicable City policies.

Prior Legislative Actions & Community Engagement:
May 16, 2022: Council Meeting - CD2025-022PLAT City Walk Rochester Subdivision approved
November 6, 2023: Council Meeting - CD2023-003CUP-A Citywalk Apartments approved

Fiscal & Resource Impact:
The Owner has paid a document preparation and recording fee for this agreement.

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

Prepared By:
Mark Baker

Attachments:
Individual Site Development Agreement - Citywalk Apartments Rochester LLC for Citywalk Apartments

INDIVIDUAL SITE DEVELOPMENT AGREEMENT
CITYWALK APARTMENTS PROJECT

THIS AGREEMENT ("Agreement") is made as of this ____ day of _____, 2026 (the "Effective Date") by and between the **City of Rochester** a Minnesota municipal corporation, hereinafter referred to as the "City" and **Citywalk Apartments Rochester LLC**, a Delaware limited liability company hereinafter referred to as "Owner."

WHEREAS, Owner is purchasing and desires to develop real property within the City of Rochester, Olmsted County, Minnesota, legally described as:

Lots 5, 6, 7, and 8, all in Block 15, Head and McMahon's Addition to the City of Rochester

AND That part of the 18.00 feet wide public alley in Block 15 of HEAD AND McMAHON'S ADDITION, according to the plat thereof on file at the County Recorder's Office, Olmsted County, Minnesota, lying north of the easterly extension of the south line of Lot 4 of said Block 15.

Said tract contains 0.78 acres more or less

being platted as Citywalk Rochester Subdivision, and
hereinafter referred to as the "Property";

WHEREAS, predecessors in title, 988 Rochester LLC and Just Rite Rochester LLC had received City Council approval for Conditional Use Permit application CD2022-004CUP-A (Resolution No. 124-22 dated May 16, 2022), as amended by Conditional Use Permit Amendment CD2023-003CUP-A (Resolution No. 223-23 dated November 13, 2023) for an apartment building development within the Property commonly referred to as the Citywalk Apartments Project (hereinafter referred to as the "Project"; and,

WHEREAS, Owner has received Planning Commission approval for Major Modification CD2023-010MOD to allow a building height of 125 feet on October 11, 2023; and

WHEREAS, Owner has received City Council approval for Vacation application CD2022-002VAC (Resolution No. 125-22 dated May 16, 2022) to vacate a portion of a platted alley abutting the Project; and,

WHEREAS, Owner has received City Council approval for Final Plat application CD2022-005PLAT (Resolution No. 126-22 dated May 16, 2022) for City Walk Rochester Subdivision; and,

WHEREAS, Owner has received staff level review and approval of a 2025 amendment to plans for CD2023-003CUP-A, on July 8, 2025; and,

WHEREAS, development of the Property impacts the adjacent, and in some cases, inadequate public infrastructure; and

WHEREAS, the City has outlined and constructed certain public improvements and/or facilities which, in part, provide needed infrastructure for the Project; and

WHEREAS, Owner desires to begin redevelopment prior to some of the necessary improvements to the existing infrastructure being in place; and

WHEREAS, this Agreement will serve to facilitate the orderly and efficient redevelopment of the Property to the mutual benefit of the Owner, the City, and abutting property owners; and

WHEREAS, City will allow the Project to proceed subject to Owner executing an agreement which addresses the Owner's and City's obligations related to impacts that redevelopment of the Property may have on the public infrastructure.

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

I. OWNER'S OBLIGATIONS

1) **Annexation.** NA, the Property is already within the Rochester City limits.
2) **Property Development**. Upon execution of this Agreement by Owner and City, and subject to compliance with all other applicable ordinance and permit approvals, Owner may complete the development of the Property consistent with: the site plans (hereinafter referred to as the "Plans") approved through Council Resolution No. 124-22 for Conditional Use Permit CD2022-004CUP-A; as amended by Conditional Use Permit Amendment CD2023-003CUP-A; Major Modification CD2023-010MOD; the Citywalk Apartments Grading Plan for the Project approved by the City on October 25, 2022; and a 2025 staff level review and approval of an amendment to application CD2023-003CUP-A on July 8,

2025, and the Civil Plans for Citywalk Apartments project J5586 first approved by the City October 31, 2022, and as amended in 2026 as R23-0055GF. Owner shall complete the Project consisting of public and private improvements as shown on the aforementioned Plans for the Project.

3) **City - Owner Contract.** Owner shall execute a City prepared "City - Owner Contract" prior to constructing the public improvements for the Project as identified within the Utility Plan for Citywalk Apartments project J5586 approved by the City October 31, 2022, and as amended in 2026 through Civil, Grading and Stormwater Management Plans for Grading Permit application R23-0055GF. Owner shall execute a City prepared City-Owner Contract for any approved alley widening (the "Alley Modification and Improvements"). The Alley Modifications and Improvements can either be identified in a revised Civil Plan set for J5586 and included in that City-Owner Contract or identified within a separate City approved Civil Plan set and approved through a separate City-Owner Contract.

4) **Grading and Drainage.** Owner shall cause the completion of grading and the construction of infrastructure and construction of storm water management Best Management Plan (BMP) facilities consistent with the Grading Plan for the Project approved by the City on October 25, 2022, and as amended in 2026 as R23-0055GF.

5) **Maintenance of Stormwater Facility.** The Owner shall perform the following maintenance activities:
    a) Owner shall be responsible for the maintenance of the rain garden to be located in the right-of-way of 2nd Street SW and 6th Avenue SW as shown in the Stormwater Maintenance Agreement Declaration included as **EXHIBIT B** of this Agreement.
    b) Owner shall be responsible for maintenance of any art or sculpture installation and any other enhancements to the aesthetics of the rain garden.
    c) Owner shall be responsible for operations and maintenance of filtration media.

6) **Storm Water Management Plan Area Charges (SWMPAC)**. The Project will result in a decrease in impervious surface within the Property and therefore, no SWMPAC is applicable to the Project.

7) **Storm Water Utility.** The City has implemented a Storm Water Utility. The Storm Water Utility requires payment of monthly Storm Water Utility Fees for individual lots commencing consistent with the City's adopted policies, said monthly amount to be provided upon the commencement of the development.

8) **Transportation Related Items**. The following transportation related obligations are applicable to the redevelopment of the Property.

a) Provided City ensures any parked vehicles obstructing the alleys in Block 15, Head and McMahon's Addition are removed, Owner shall perform all snow removal from the public alleys in Block 15, Head and McMahon's Addition, at its sole cost. Owner acknowledges that snow removal must take place in a timely manner to meet the access and operation needs of other property owners within said Block 15. If City has ensured removal of vehicles obstructing the alleys and Owner fails to comply with this requirement and City performs snow removal maintenance on said public alleys, the Owner will be invoiced for the costs incurred by the City for said snow removal, and shall pay said invoice within 30 days of receipt.

b) Owner agrees to allow City staff and / or City-hired contractors the right to turnaround on the Property while performing any maintenance of the public alleys in said Block 15.

c) Owner has requested, and City has agreed (subject to certain conditions) to vacate a north / south alley segment that extended from 2nd St SW along the westerly line of the Property. After said alley vacation, Owner acknowledges that the only vehicular access to the Property will be from an east / west public alley that extends easterly to the Property from 7th Ave SW. Owner acknowledges that the pavement width of certain segments of said east / west alley is narrower than the typical alley pavement width of 16 ft to 18 ft.

I. Owner intends to enter into a City-Owner Contract with the City, either through amending the J5586 plans to include the alley work, or through obtaining City approval of the alley work through a separate City-Owner Contract to widen said alley at Owner's expense.

II. Owner is obligated to secure any required off-site temporary and permanent easements needed for widening of the alley. The need for any off-site easements will be determined as part of the Civil Plan approval process. The Owner is obligated to provide City legal descriptions and exhibit drawings for all required easements. The City will prepare the easements and will be responsible for recording once executed by the applicable owners.

III. The design and pavement width shall be as determined in the approved Civil Plans for widening of the alley.

d) Owner shall construct, at its cost, and through City-Owner Contract J5586, the public street and streetscape improvements within the 2nd Street SW and 6th Avenue SW rights-of-way and public easements, as depicted on the approved plans for the Project. The widening of the alley shall be facilitated through either amending the J5586 plans to include the alley work, or through a separate Civil Plan and separate City-Owner Contract.

e) Owner shall repair, at its sole cost, damage caused to perimeter public roadways and alleys as a result of construction activities for the Project.

9) **Real Estate.**

a) Private Outlot(s). NA, there are no private Outlots proposed within the Property.

b) Official Acceptance. All required conveyance of rights by Owner to the City are depicted on recorded City Walk Rochester Subdivision plat.

10) **Sanitary Sewer Availability Charge & Water Availability Charge.** The Property is subject to the following Trunk Sewer Rate (TSR) charge, and Water Availability Charge (WAC) obligations for use of the public trunk line sanitary sewer and water tower facilities (rates valid through 12/31/26):

a) The Trunk Sanitary Sewer District Charge (TSC) for the East Zumbro Silver Creek Sub district to be paid by Owner for the Property is $11,686.68per acre x 0.78 acres = **$9,115.61**

b) The Water Availability Charge (WAC) to be paid by Owner for the Property is $3,759.26per acre x 0.78 acres = **$2,932.22.**

c) The Owner shall make payment of the TSR & WAC obligations applicable to the Property within 30 days of invoicing, after approval of the City-Owner Contract for the Property.

11) **Utility Extension.** Owner shall relocate and extend private and public utilities concurrent with development of the Project, consistent with and as identified within the Utility Plan for Citywalk Apartments project J5586 approved by the City October 31, 2022, as amended in 2026, through plan approval for R23-0055GF.

12) **Electrical Utility.** Owner (a) shall provide easements that are necessary for the installation of electricity to serve the Property and abutting lands, and (b) shall install conduit to facilitate service to and within the Property in each case at locations mutually acceptable to the Rochester Public Utility.

13) **Pedestrian Facilities / Streetscape Improvements.** Owner shall complete the 6th Avenue SW and 2nd Street SW streetscape improvements consistent with the approved Conditional Use Permit for the Project. Said improvements shall be constructed as part of the City-Owner Contract.

14) **Park Dedication.** Owner shall comply with the park dedication requirements.

15) **Boulevard Trees.** Owner shall comply with City Ordinance requiring the planting of / paying for boulevard trees along the entire frontages of all public roadways within and abutting the Property, unless approval is obtained for a variance from the standards, or for other design modification from the terms in said Ordinance.

16) **Traffic Control Plan.** The City Traffic Engineer may require submittal of a Traffic Control Plan for approval by the City, prior to Owner's commencement of construction activity associated with the Project.

17) **Private Encroachments.** Owner has executed the Revocable Permit and Agreement contained in this Agreement as **EXHIBIT C**, and has received City Council approval for such encroachment, through City's execution of the Agreement, placement of certain private landscape material, signage, lighting, entry features, sprinklers, within the right of way or public easements, consistent with the approved Plans

18) **Wetlands**. NA, there are no known wetlands within the Property.

19) **Permits.** Owner shall obtain all of the necessary permits for redevelopment and construction within the Property, which consist of a grading permit, building permit, and approved Traffic Control Plan (the "Permits") and shall pay all applicable development related permit fees consistent with City policies and ordinances.

20) **Plant Investment Fee (PIF).** A PIF is applicable to redevelopment of the Property and will be calculated and collected at the time of the Building Permit review and approval process.

21) **Conditions of Approval**. Owner shall abide by the specific conditions for the Project, as approved by the City Council, through Resolution No. 124-22 dated May 16, 2022 for Conditional Use Permit application CD2022-004-ACUP, Resolution No. 223-23, dated November 13, 2023 for Conditional Use Permit Amendment CD2023-003CUP-A, Resolution No. 125-22 dated May 16, 2022 for Vacation application CD2022-002VAC, and Resolution No. 126-22 dated May 16, 2022 for Final Plat application CD2022-005PLAT for

City Walk Rochester Subdivision and as approved by the Planning Commission by approval of Major Modification CD2023-010MOD to allow a building height of 125 feet on October 11, 2023, and the staff level 2025 approval for revisions to CD2023-003CUP-A, July 8, 2025 for the redevelopment plan applications for the Project.

22) **Non-Payment.** In the event Owner fails to make a payment according to the terms of this Agreement, the City may collect the unpaid amount, plus interest at a rate of 7.5%, through certification with Olmsted County for collection with the property taxes for that portion of the Property that the unpaid charges are applicable to, for a term not to exceed one year. Owner hereby waives any right to notice of and a hearing and further waives all rights to contest or appeal the charges in a court of law.

23) **Charge Rate Adjustment.** The rates for obligations identified in this document will be adjusted annually commencing on January 1, 2027 and continue to be adjusted each subsequent January 1st of each year consistent with the City's adopted development charge rate schedule.

24) **Consent of Mortgagee.** Owner shall obtain execution of the attached Consent of Mortgagee, Exhibit D.

25) **Recording Fee.** Owner has paid a document preparation and recording fee to the City.

II. CITY'S OBLIGATIONS.

1) The City shall be responsible at its expense for the maintenance of the stormwater conveyance infrastructure, i.e., "hard infrastructure" including structures, pipes, inlets, etc., associated with and necessary for the function of the rain garden located in the right-of-way of 2nd Street SW and 6th Avenue SW.
2) The City is obligated to ensure that vehicles obstructing the public alleys referenced herein are removed so that Owner can comply with its obligation for snow removal.
3) The City will allow Owner to proceed and complete the redevelopment process for the Property, including plat recording, prior to the construction of the infrastructure being completed as provided for in the Rochester Unified Development Code once implemented.
4) The City agrees to accept the dedicated and donated portions of the Property as dedicated on the Plat.
5) The City is obligated to record the fully executed agreement.
6) Estoppel. Upon written request by Owner, City agrees, within a reasonable time, to review and to provide an Estoppel letter to Owner that documents the status of Property as it relates to compliance with the terms of this Agreement.

III. GENERAL PROVISIONS.

1) **Waiver and Amendment.** This Agreement will not be altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by both parties.
2) **Entire Agreement: Other Agreements**. This Agreement constitutes the entire agreement between the parties as to the matters contained herein. There are no other understandings, or oral representations, beyond those specified in this Agreement.
3) **Successors and Assigns; No Third Party Beneficiaries.** The obligations set forth in this document shall be considered covenants running with the land and shall apply to the Owner, its successors or assigns. There shall be no third party beneficiaries to this Agreement.
4) **Ordinances.** Except as otherwise expressly provided herein, the Owner and the City acknowledge that they will remain subject to all applicable City ordinances, policies, and other governmental regulations.
5) **Remedies**
    a) In the event of the City's or the Owner's default which is not cured within 30 days after written notice thereof to the defaulting party, the non-defaulting party shall have all rights and remedies available under law or equity with respect to the default. In addition, and without limitation, the parties shall have the following specific rights and remedies.
        i. With respect to matters that are capable of being corrected by the non-defaulting party, a non-defaulting party may, at its option enter upon the Property for the purpose of correcting the default and the non-defaulting party's reasonable costs in correcting same, plus interest, shall be paid by the defaulting party to the non- defaulting party within 30 days after written demand;
        ii. Injunctive relief;
        iii. Action for specific performance; and,
        iv. Action for money damages.
    b) Reimbursement. Any amounts expended by the non-defaulting party in enforcing this Agreement, including reasonable attorney's fees, shall be reimbursed or paid to the non- defaulting party.
    c) Remedies are Cumulative. All remedies provided herein shall be cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

d) Failure to Enforce not a Waiver. Failure of any party to enforce any provisions contained herein shall not be deemed a waiver of that party's rights to enforce such provision or any other provision in the event ōf a subsequent default.

6) **Force Majeure.** If either party fails to perform under this Agreement because of any delays caused by fire, flood, explosion, hurricane, earthquake, tornado, wind storm, heavy rain storm, unusually inclement weather, or other casualty, strikes, lock-outs, labor disputes, governmental laws or regulations, unavailability of labor or materials, contractor delays, acts of war, acts of terrorism, or other similar causes beyond the control of either party, performance by such party will be extended for the period of time attributable to such causes.

7) **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Minnesota.

8) **Development Requirements.** Except where the City Engineer has explicitly waived a requirement of the Rochester Land Development Manual, or Unified Development Code once implemented, and is authorized to do so, all standards and procedures referenced therein shall remain applicable to this development whether or not they are cited in this Agreement.

9) **Concurrence.** By executing this Agreement, Owner acknowledges that it: (a) enters into and executes 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. As such, both parties agree that they will not challenge the legality of any term or condition found within this Agreement and specifically waives any and all legal objections they may have to any such term or condition. Notwithstanding any provision in this Agreement to the contrary, this clause will survive the termination or expiration of this Agreement.

10) **Severability.** 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.

11) **Execution Prior to Owner possessing fee title to the Property**. Owner and City agree that this Agreement, including all exhibits thereto, may be executed by Owner prior to Owner possessing fee title to the Property and that the terms and conditions herein shall be binding on Owner and City upon Owner possessing fee title and City executing this Agreement.

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

12) **Notices.** Any notice or election herein required or permitted to be given or serviced by any party hereto upon the other will be in writing to the address set forth below and shall be deemed to have been duly served if delivered (a) in person, (b) one (1) Business Day after having been deposited, properly addressed and prepaid for guaranteed next Business Day delivery, with a nationally recognized overnight courier service (e.g., UPS or FedEx), or (c) by e-mail notification. All such e-mail notifications shall come from and be sent to a business account. E-mail sent from and/or to personal e-mail accounts does not meet the requirements of electronic transmission. An e-mail notification shall be deemed to have been duly served one (1) Business Day after having been transmitted to the e-mail account set forth below with confirmation of receipt by the addressee, in which case, notice shall be deemed delivered on the date of the e-mail. An e-mail shall be deemed delivered on the next Business Day if the time of the e-mail is after 5:00 p.m. local time in Minneapolis, Minnesota. Business Day shall have the meaning of a date that is not a Saturday, Sunday or holiday observed by federally chartered banks in Minnesota. Whenever any determination is to be made or action to be taken on a date specified in this Agreement, if the date falls upon a date that is not a Business Day, the date for the determination or action shall be extended to the first Business Day immediately thereafter.

If to Owner: Citywalk Apartments Rochester LLC, a Delaware limited liability company
Attention: John Brown and Nick Walton
2901 Butterfield Road
Oak Brook, Illinois 60523
Email: john.brown@inlandgroup.com and
Email: nick@reuterwalton.com

With copy to: The Inland Real Estate Group, LLC
Attention: General Counsel
2901 Butterfield Road
Oak Brook, Illinois 60523

If to the City: Public Works Director
Rochester Public Works Department
4001 West River Parkway, Suite 100
Rochester, MN 55901

(Signature pages to follow)

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

CITY OF ROCHESTER, MINNESOTA,
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)

OWNER:

Citywalk Apartments Rochester LLC, a Delaware limited liability company
By: Citywalk Apartments Rochester Manager LLC, a Delaware limited liability company
Its: Managing Member

By: _____ Dated: _____ 2026
Anthony A. Casaccio

Its: Authorized Person

STATE OF ILLINOIS)
) ss
COUNTY OF DUPAGE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, before me, a notary public within and for said county personally appeared Anthony A. Casaccio, the Authorized Person of Citywalk Apartments Rochester Manager, LLC, a Delaware limited liability company and Managing Member of Citywalk Apartments Rochester LLC, a Delaware limited liability company, and who is personally known by me to be the person who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed on behalf of the limited liability company.

_____
NOTARY PUBLIC

By: _____ Dated: _____ 2026
Nicholas Walton

Its: Authorized Person

STATE OF MINNESOTA)
)ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, before me, a notary public within and for said county personally appeared Nicholas Walton, the Authorized Person of Citywalk Apartments Rochester Manager, LLC, a Delaware limited liability company and Managing Member of Citywalk Apartments Rochester LLC, a Delaware limited liability company, and who is personally known by me to be the person who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed on behalf of the limited liability company.

_____

NOTARY PUBLIC

ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY AUTHORIZATION SIGNATURE

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2026, before me

appeared _____, to me personally known, who being by me duly
(Name of Officer)

sworn, did say that they are the _____, of
(Title)

_____, _____
(Name of Company), (Address)

_____, _____, a limited liability company, who has
(City & State) (Zip Code)

indicated the they are authorized under the articles of organization or operating agreement to execute the attached instrument for and on behalf of the limited liability company, and that he/she/they hereby executes said instrument for and on behalf of the limited liability company.

_____
Notary Public

County: _____

My Commission Expires: _____

ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY AUTHORIZATION SIGNATURE

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2026, before me

appeared _____, to me personally known, who being by me duly
(Name of Officer)

sworn, did say that they are the _____, of
(Title)

_____, _____
(Name of Company), (Address)

_____, _____, a limited liability company, who has
(City & State) (Zip Code)

indicated the they are authorized under the articles of organization or operating agreement to execute the attached instrument for and on behalf of the limited liability company, and that he/she/they hereby executes said instrument for and on behalf of the limited liability company.

_____
Notary Public

County: _____

My Commission Expires: _____

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

EXHIBIT A

SITE PLAN OF THE PROPERTY / PROJECT FOR REFERENCE

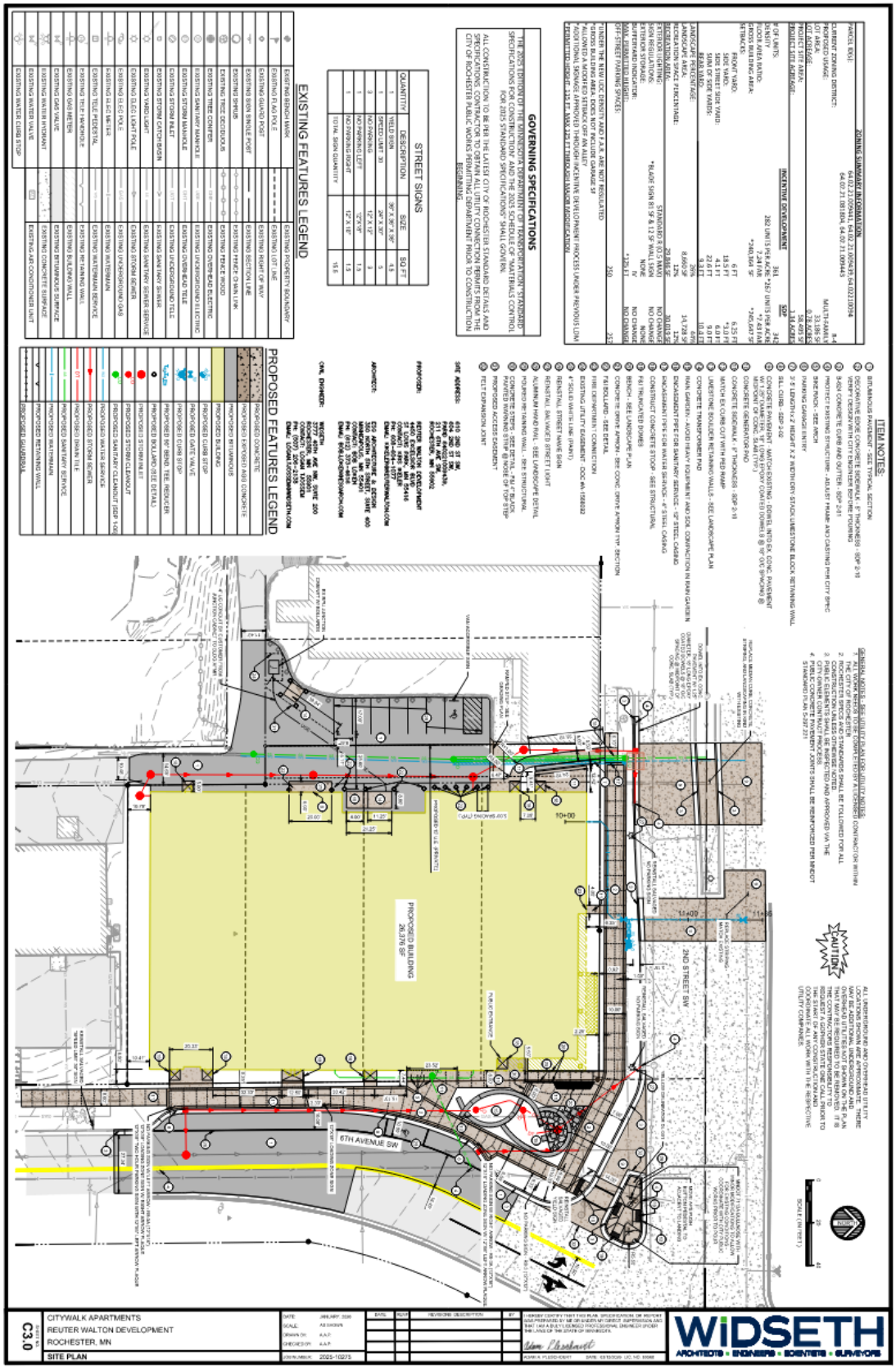


EXHIBIT B

Stormwater Maintenance Agreement Declaration

THIS DECLARATION ("Declaration") is made as of this ____ day of _____, 2026 (the "Effective Date") by **Citywalk Apartments Rochester LLC**, a Delaware limited liability company hereinafter referred to as "Declarant."

The Declarant owns real property in Olmsted County, Minnesota, described as:

> **Lots 5, 6, 7, and 8, all in Block 15, Head and McMahon's Addition to the City of Rochester**
>
> **AND That part of the 18.00 feet wide public alley in Block 15 of HEAD AND McMAHON'S ADDITION, according to the plat thereof on file at the County Recorder's Office, Olmsted County, Minnesota, lying north of the easterly extension of the south line of Lot 4 of said Block 15.**
>
> **Said tract contains 0.78 acres more or less**
>
> being platted as Citywalk Rochester Subdivision, and
> hereinafter referred to as the "Property";

WHEREAS, as a condition of Civil Plan R23-0055GF approval for development of the Property associated with development application #CD2022-004CUP-A, the Declarant shall construct in the 2nd Street SW and 6th Avenue SW public right of way adjacent to the Property, at its own expense, a permanent, private stormwater rate control and water quality treatment facility (filtration basin/rain garden) on a portion of the Property and within the public right of way as depicted on Inset A of the approved Grading Plan sheet C4.1, prepared by Widseth dated May 31, 2022, and updated on 2026, attached as **EXHIBIT B1** within this Agreement, and hereinafter referred to as the "Facility".

WHEREAS, the City and Declarant will share responsibility for maintenance of the Facility as outlined in City's Obligations within the Development Agreement and within this Declaration.

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

I. Through execution of this Agreement, Declarant assigns to the City easement rights across the Property for the City, or its agents, to access, inspect, and maintain the Facility in the event the Declarant, its heirs, successors, or assignees, fail to uphold the terms of this Agreement.

II. Declarant shall provide the following at its expense:

a) Inspect the Facility annually during the growing season and after every rainfall event exceeding 4.5 inches in 24 hours to identify functional deficiencies, such as but not limited to: sediment loading, structural deterioration, impeded filtration capacity, etc. Written inspection records must be kept and made available to the City upon request.
b) Operate the Facility such that it is fully functional pursuant to the approved design.
c) Perform all structural and non-structural maintenance necessary to ensure the operational performance and neighborhood acceptance of the Facility shall be consistent with the parameters established by the approved design.

d) Maintain the appearance of the Facility such that it complies with applicable City Ordinances related to the control of weeds and grasses and the removal of debris and litter.

e) Perform as Required Maintenance of the Facility at intervals specified below:
   i. Inspect all structures and piping, graded berms, emergency overflows, outfalls, and vegetative cover annually.
   ii. Repair Facility as necessary and in a timely manner.
   iii. Remove sediment and/or other impediments from filtration area on an as needed basis to maintain compliance with the intended functionality based on the approved construction plans and city standards.
   iv. Rehabilitate filtration area once drawdown time exceeds 48 hours.
   v. Remove debris and litter as necessary on an ongoing basis.
   vi. Control burrowing animals as necessary on an ongoing basis.
   vii. Maintain vegetation as necessary, including, at a minimum, keeping the Facility free of nonconforming grass and noxious weeds, as per City Ordinance, and woody vegetation to preserve the structural integrity of the Facility.
   viii. Remove sediment from basins, cells, swales, manhole sumps, and/or baffles dedicated as pretreatment devices once captured sediment volume exceeds 50 percent of the total storage volume, or according to device manufacturer's instructions and recommendations.

3) If required maintenance of the Facility, as determined by the City pursuant to this Agreement, is not performed by the Declarant or its assigns, the City (and/or its agent) shall provide written notice of the non-compliance. If Declarant has not addressed the non-compliance within 30 days after receipt of said notice, the City is authorized to access the Property and perform necessary maintenance to the Facility. All associated costs will be charged to the owner(s) of the Property. The Declarant agrees that if the Property is under multiple ownerships at the time work is performed by the City, that the total obligations will be apportioned by the City among the owners based on their proportional share of the Property, or at the City's discretion, by apportionment mutually agreed to in writing by all of the individual owners.

4) In the event owner(s) becomes delinquent in payment of its / their maintenance charges, the City is authorized to certify the unpaid charges with the Olmsted County Auditor for collection with the property taxes for the Remnant Parcel. Said collection shall be for a period of one year, and at an interest rate of 7.5%.

5) The Declarant acknowledges that it shall not terminate this Declaration in the future without prior written approval by the City Engineer for the City of Rochester.

6) Declarant acknowledges that additional development within the Property in the future may necessitate modifications to the Facility, and execution of a revised Stormwater Maintenance Agreement.

7) The rights, obligations, and benefits of this Agreement shall be deemed a covenant binding upon said Property, and shall run with the land, subject to the terms and conditions stated herein.

8) Upon the request of Declarant, City shall provide a written certification as to the status of Declarant's performance of its obligations under this Declaration.

EXHIBIT B

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

Citywalk Apartments Rochester LLC, a Delaware limited liability company
By: Citywalk Apartments Rochester Manager LLC, a Delaware limited liability company
Its: Managing Member

By: _____ Dated: _____ 2026
Anthony A. Casaccio

Its: Authorized Person

STATE OF ILLINOIS)
) ss
COUNTY OF DUPAGE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, before me, a notary public within and for said county personally appeared Anthony A. Casaccio, the Authorized Person of Citywalk Apartments Rochester Manager, LLC, a Delaware limited liability company and Managing Member of Citywalk Apartments Rochester LLC, a Delaware limited liability company, and who is personally known by me to be the person who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed on behalf of the limited liability company.

_____
NOTARY PUBLIC

EXHIBIT B

By: _____ Dated: _____ 2026
Nicholas Walton

Its: Authorized Person

STATE OF MINNESOTA)
)ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, before me, a notary public within and for said county personally appeared Nicholas Walton, the Authorized Person of Citywalk Apartments Rochester Manager, LLC, a Delaware limited liability company and Managing Member of Citywalk Apartments Rochester LLC, a Delaware limited liability company, and who is personally known by me to be the person who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed on behalf of the limited liability company.

_____

NOTARY PUBLIC

THIS DOCUMENT PREPARED BY:
ROCHESTER PUBLIC WORKS DEPARTMENT
4001 WEST RIVER PARKWAY NW
ROCHESTER, MN 55901

EXHIBIT B1

SITE PLAN REFERENCE DRAWING OF THE PROPERTY LOCATION AND THE "FACILITY"
LARGE SCALE PLAN DETAILS CAN BE OBTAINED BY REQUESTING THE APPROVED CIVIL PLANS FROM CITY PUBLIC WORKS

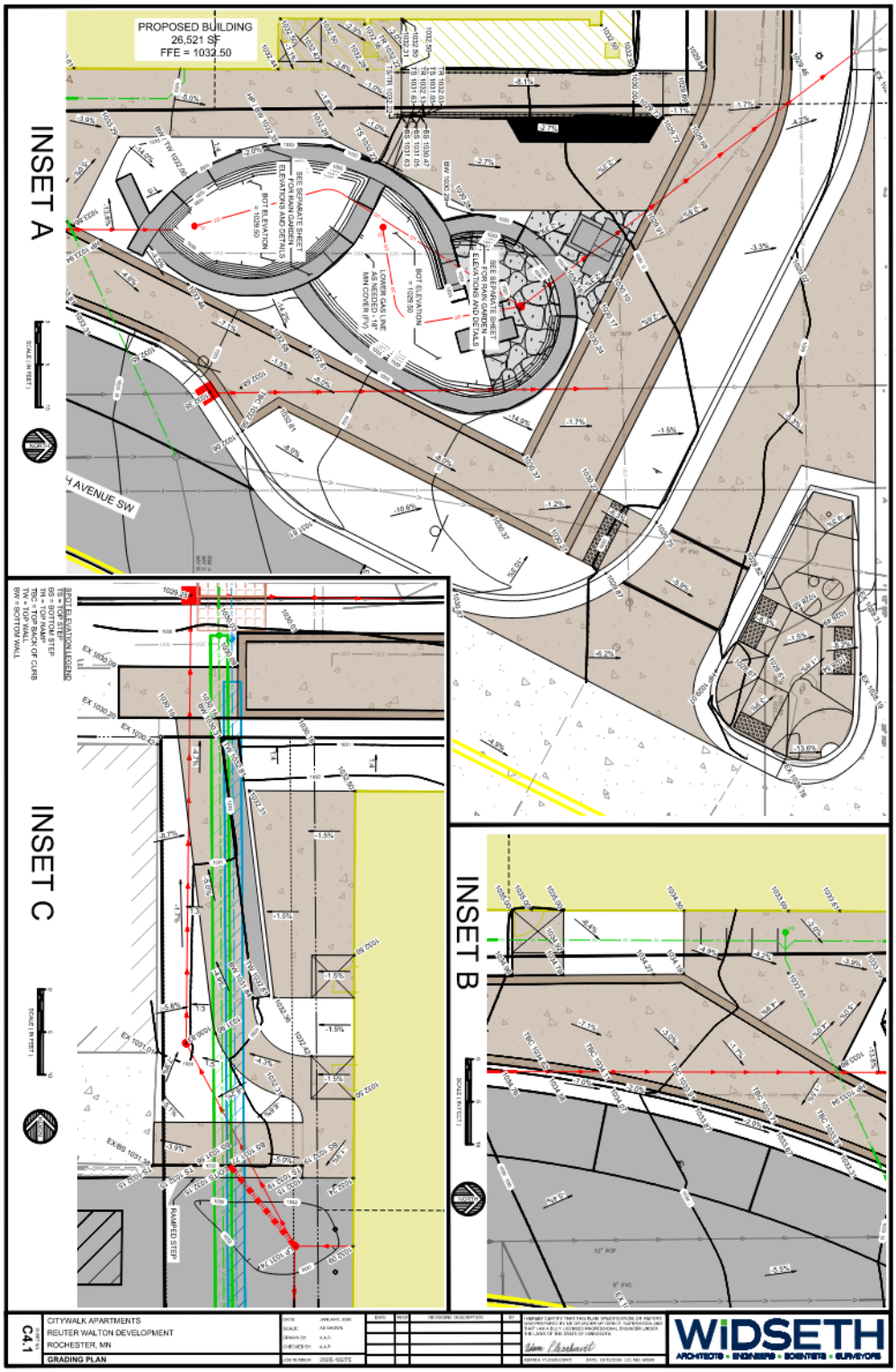


EXHIBIT C1

REVOCABLE PERMIT AND AGREEMENT

THIS REVOCABLE PERMIT AND AGREEMENT (hereinafter "Permit" or "Agreement" depending on the context used), made as of this ____ day of _____, 2026 (the "Effective Date") by and between the **City of Rochester** a Minnesota municipal corporation, hereinafter referred to as the "City" and **Citywalk Apartments Rochester LLC**, a Delaware limited liability company hereinafter referred to as "Owner."

WITNESSETH THAT:

WHEREAS, Owner owns certain real property described as (hereinafter known as the Property):

Lots 5, 6, 7, and 8, all in Block 15, Head and McMahon's Addition to the City of Rochester

AND That part of the 18.00 feet wide public alley in Block 15 of HEAD AND McMAHON'S ADDITION, according to the plat thereof on file at the County Recorder's Office, Olmsted County, Minnesota, lying north of the easterly extension of the south line of Lot 4 of said Block 15.

Said tract contains 0.78 acres more or less, and is being platted as Citywalk Rochester Subdivision

WHEREAS, Owner has applied to the City for a revocable permit granting it permission to install improvements (hereinafter collectively referred to as "Improvements") that will encroach into the public right of way of 6th Avenue SW and 2nd Street SW (hereinafter referred to as "Right of Way") adjacent to the Property.

WHEREAS, the City is willing to grant this Permit upon the terms and conditions contained herein, which terms and conditions apply to Owner.

NOW, THEREFORE, IT IS MUTUALLY AGREED by the City and Owner as follows:

1. Subject to Owner's full compliance with the terms of this Agreement, the City consents to placement of the Improvements listed below. All Improvements are to be installed in the location and per the specifications shown on attached Exhibit maps showing Owner maintenance and landscaping. The Improvements are as follows:

    - Sculptural water feature
    - Plantings/landscaping
    - Bike racks
    - Planter beds
    - Public seating area
    - Retaining wall
    - Rain garden

2. Owner shall perform all work and bear all costs associated with the installation, maintenance and repair of Improvements located within the Right of Way.

3. In the event that damage may occur to public facilities as a result of said Improvements being located within said Right of Way, Owner shall make immediate repairs and bear all costs of City ordered repairs.

4. Owner shall also ensure that the use of said Improvements shall be in accordance with all applicable City codes and other provisions of law and proper maintenance of the Improvements occurs to minimize the impact on the public's infrastructure.

5. Owner shall hold the City harmless, by insurance coverage or by agreement, and must defend and indemnify the City for any and all damages, or from any and all claims or causes of action made by any party resulting from the Owner' use of the City's property under the grant of authority contained herein or resulting from the City's decision to revoke this Permit.

6. This Permit is for the specific Improvements included and shown herein. No additional improvements may be installed within said Right of Way.

7. Any additions and/or alterations/modifications, other than for maintenance purposes, shall be approved by the City prior to commencement of work activity.

8. Owner agrees to execute the Release and Hold Harmless Agreement attached hereto as **EXHIBIT C2**.

9. This Permit is not intended to be for any specific period of time, and Owner shall, upon written demand by the City acting through its City Engineer, remove the Improvements authorized by this Permit. If demand for removal has been made and the Improvements are not removed by the Owner within thirty (30) days if the City Engineer's demand, the Improvements shall be deemed the property of the City and the City may proceed to remove all or a part thereof without liability for damages to Owner. Owner shall reimburse the City for any costs the City incurs in removing the improvements. Owner 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 Improvements. If the City requires removal of the rain garden, then the parties shall amend the Stormwater Maintenance Agreement Declaration of even date accordingly

10. In its exercise of the right to revoke this Permit or to require removal of certain encroachments authorized through this Permit, the City agrees that it will not require removal of building elements such as balconies approved through the permit, provided said elements are not preventing the public's ability to reasonably use the encroached public right-of-way.

11. By executing this Agreement, Owner acknowledges that he/she/it: (a) enters into and executes this Agreement knowingly, voluntarily and willingly of his/her/its own volition with such consultation with legal counsel as he/she/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. As such, both parties agree that they will not challenge the legality of any term or condition found within this Agreement and specifically waives any and all legal objections they may have to any such term or condition. Notwithstanding any provision in this Agreement to the contrary, this clause will survive the termination or expiration of this Agreement.
12. 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.
13. In the event that Owner fails to make payment according to the terms of this Agreement, the City may collect the unpaid amount, plus interest at a rate of 7.5%, 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.
14. Upon the request of the Owner, the City shall provide a written certification as its continued approval of the presence of the Improvements in the Right of Way.
15. The obligations set forth in this Permit shall run with the land and shall apply to the Owner, its heirs, successors, or assigns.

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

EXHIBIT C1

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

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

CITY OF ROCHESTER, MINNESOTA,
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)

EXHIBIT C1

OWNER:

Citywalk Apartments Rochester LLC, a Delaware limited liability company
By: Citywalk Apartments Rochester Manager LLC, a Delaware limited liability company
Its: Managing Member

By: _____ Dated: _____ 2026
Anthony A. Casaccio

Its: Authorized Person

STATE OF ILLINOIS)
) ss
COUNTY OF DUPAGE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, before me, a notary public within and for said county personally appeared Anthony A. Casaccio, the Authorized Person of Citywalk Apartments Rochester Manager, LLC, a Delaware limited liability company and Managing Member of Citywalk Apartments Rochester LLC, a Delaware limited liability company, and who is personally known by me to be the person who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed on behalf of the limited liability company.

_____
NOTARY PUBLIC

EXHIBIT C1

By: _____ Dated: _____ 2026
Nicholas Walton

Its: Authorized Person

STATE OF MINNESOTA)
)ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, before me, a notary public within and for said county personally appeared Nicholas Walton, the Authorized Person of Citywalk Apartments Rochester Manager, LLC, a Delaware limited liability company and Managing Member of Citywalk Apartments Rochester LLC, a Delaware limited liability company, and who is personally known by me to be the person who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed on behalf of the limited liability company.

_____

NOTARY PUBLIC

THIS DOCUMENT PREPARED BY:
ROCHESTER PUBLIC WORKS DEPARTMENT
4001 WEST RIVER PARKWAY NW
ROCHESTER, MN 55901

EXHIBIT C1

Map showing Owner maintenance

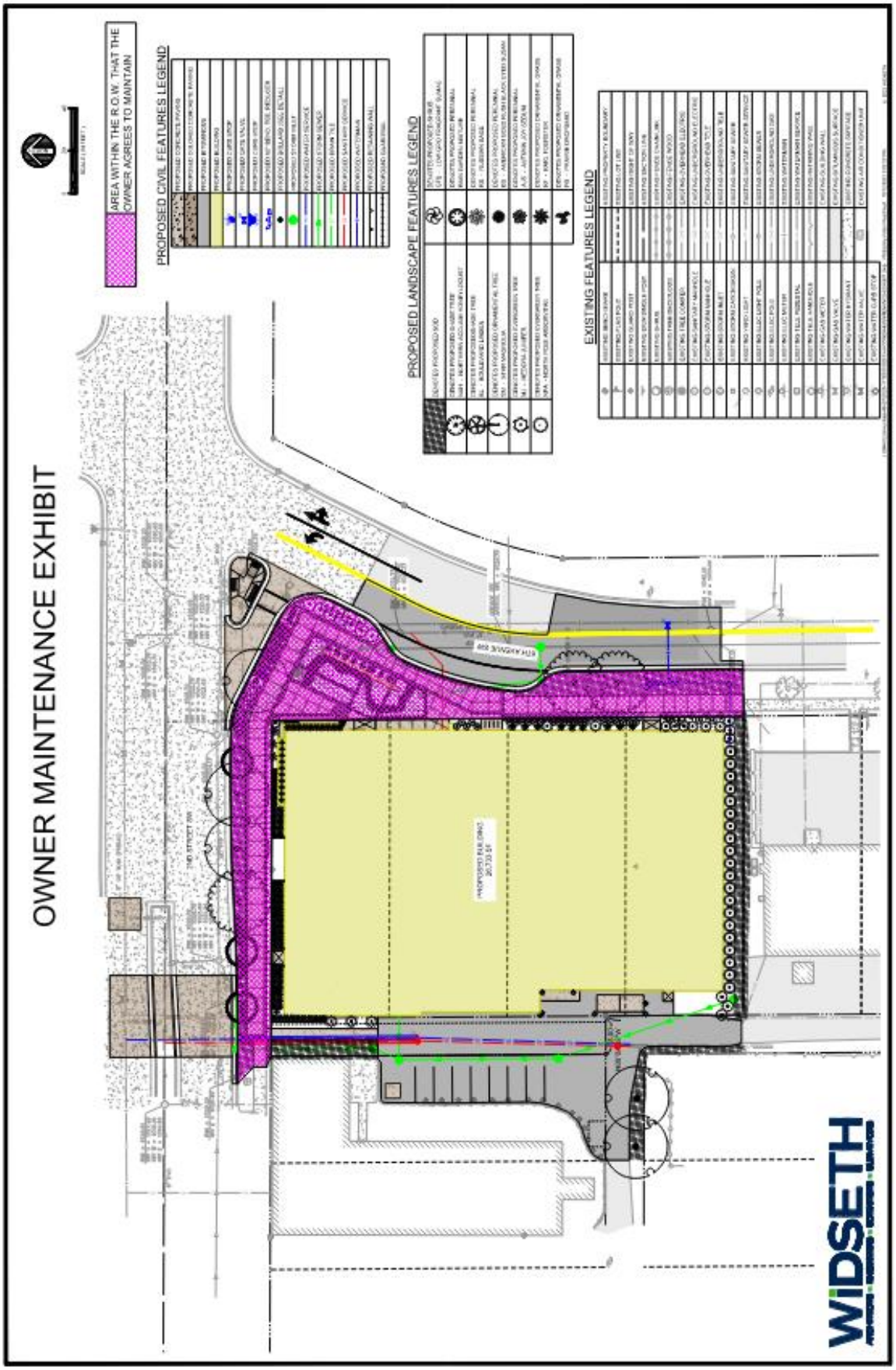
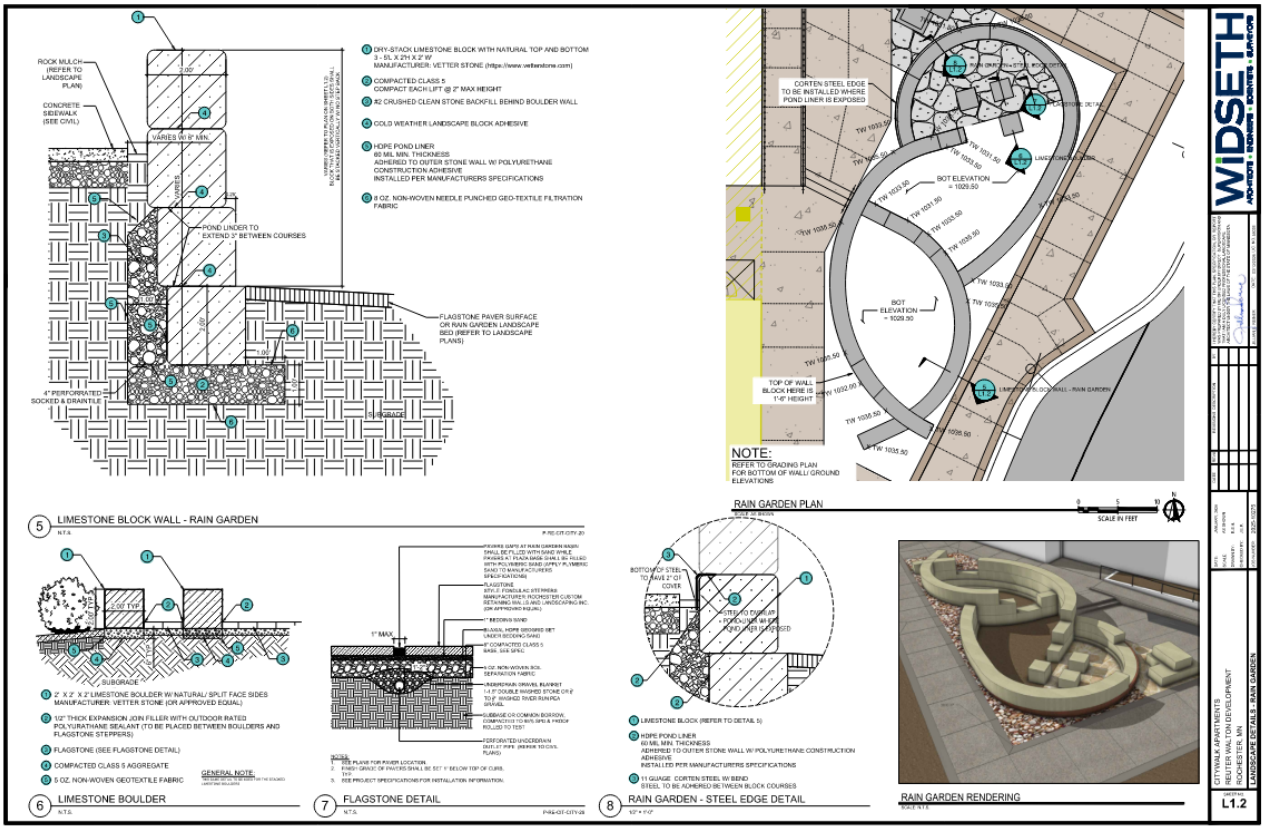


EXHIBIT C1

Landscaping Map for Revocable Permit Encroachments Details



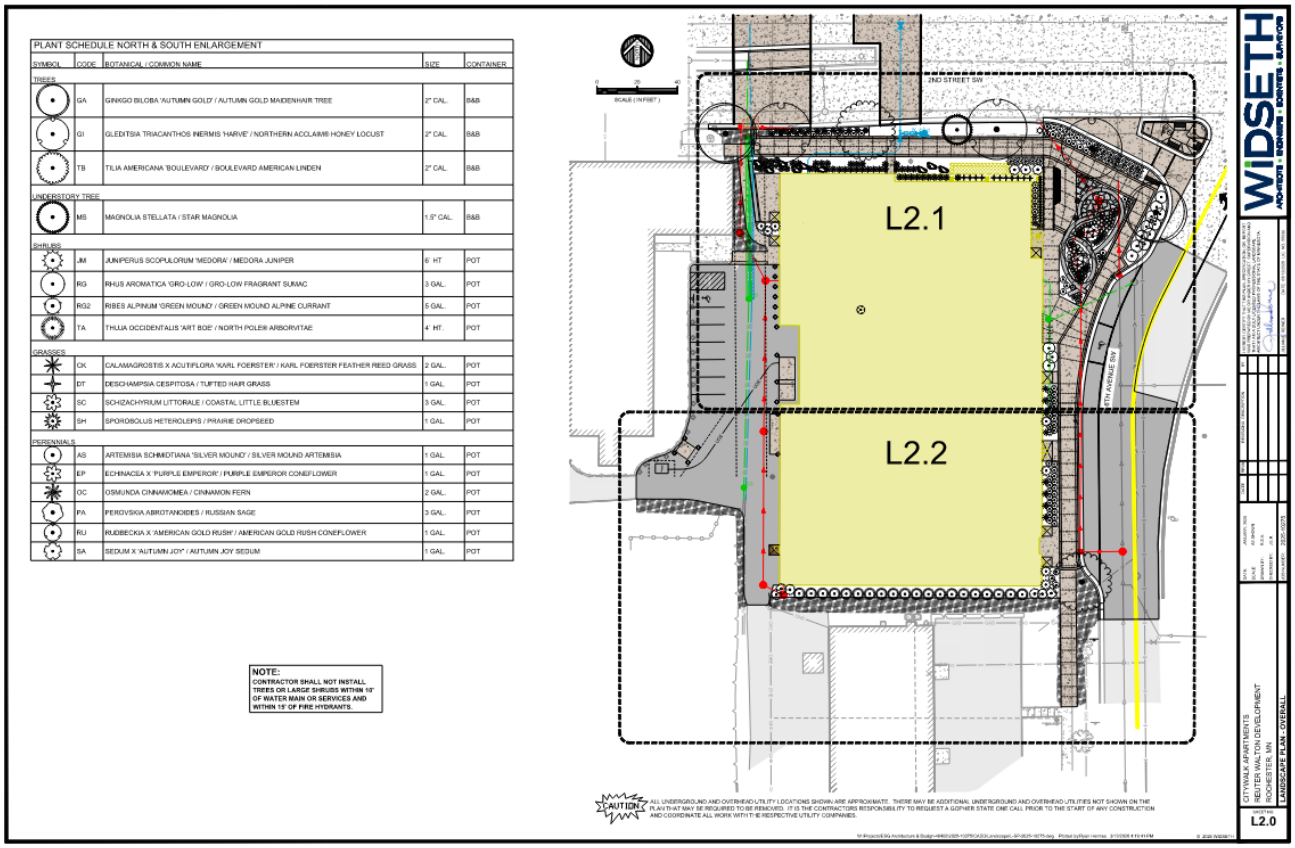


EXHIBIT C2

RELEASE AND HOLD HARMLESS AGREEMENT

The undersigned does hereby agree to indemnify, hold the City of Rochester harmless, release and to defend the City of Rochester 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 Improvements within public right of way or easement during the term of the Permit, from the undersigned'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.

OWNER:

Citywalk Apartments Rochester LLC, a Delaware limited liability company
By: Citywalk Apartments Rochester Manager LLC, a Delaware limited liability company
Its: Managing Member

By: _____ Dated: _____ 2026
Anthony A. Casaccio

Its: Authorized Person

STATE OF ILLINOIS)
) ss
COUNTY OF DUPAGE)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, before me, a notary public within and for said county personally appeared Anthony A. Casaccio, the Authorized Person of Citywalk Apartments Rochester Manager, LLC, a Delaware limited liability company and Managing Member of Citywalk Apartments Rochester LLC, a Delaware limited liability company, and who is personally known by me to be the person who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed on behalf of the limited liability company.

_____
NOTARY PUBLIC

EXHIBIT C2

By: _____ Dated: _____ 2026
Nicholas Walton

Its: Authorized Person

STATE OF MINNESOTA)
)ss
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, before me, a notary public within and for said county personally appeared Nicholas Walton, the Authorized Person of Citywalk Apartments Rochester Manager, LLC, a Delaware limited liability company and Managing Member of Citywalk Apartments Rochester LLC, a Delaware limited liability company, and who is personally known by me to be the person who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed on behalf of the limited liability company.

_____

NOTARY PUBLIC

EXHIBIT D

CONSENT OF MORTGAGEE FOR PARKWAY BANK AND TRUST COMPANY

Parkway Bank and Trust Company, an Illinois state chartered banking institution (address 4800 Harlem Avenue, Harwood Heights, IL 60703) and in its capacity as Lender under that certain Mortgage, Security Agreement, Assignment of Rents and Fixture Filing Assignment of Leases and Rents, dated _____, 2026, and, filed for record with the Olmsted County, Minnesota, Recorder's office on _____, 2026 as Document No. A_____, hereby consents to the execution and terms of this Agreement for the Property. As such, this Agreement will be binding upon **Parkway Bank and Trust Company**, during the term of its interest in the Property.

Parkway Bank and Trust Company,
an Illinois state chartered banking institution

By: _____

Its: _____

STATE OF _____)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025, by _____, the _____ of **Parkway Bank and Trust Company**, an Illinois state chartered banking institution, and who is personally known to me to be the person who executed the foregoing instrument and acknowledged that they executed the same as their free act and on behalf of the banking institution.

_____
Notary Public

County: _____

My Commission Expires: _____

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Individual Site Development Agreement with Diamond Land Holdings LLC for Construction of a Trades Building

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:
Authorizing an individual site development agreement with Diamond Land Holdings LLC for construction of a trades building on its property.

Report Narrative:
Diamond Land Holdings LLC is the Owner of real property generally described as part of the East One Half of the Northwest Quarter of the Southwest Quarter of Section 4, Township 106, Range 13. Olmsted County, Minnesota, and is located east of 40th Ave SE on the south side of TH 14 E. The Owner is seeking separate development application approval through application CD2024-041SDP to facilitate development of the property with construction of a trades building. The Public Works team has coordinated with the Owner's representative and has prepared an individual site development agreement for the property. The agreement addresses items such as construction of public infrastructure to serve the project, construction and maintenance of storm water management facilities, and terms for the payment of development-related charges. The Public Works team recommends approval of this agreement, which has been executed by the Owner.

Priorities & Foundational Principles:
Inclusive Growth Management
Fiscal Responsibility and Sustainability

Policy Considerations & DEI Impact:
Execution of an individual site development agreement will serve to memorialize the Owner's and the City's obligations related to the development of the property and will ensure the appropriateness of the development project within the greater framework of applicable City policies.

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:
The Owner has paid a document preparation and recording fee of $146 for this agreement.

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:
Jamie Miller

Attachments:
Individual Site Development Agreement - Diamond Land Holdings LLC Trades Building

INDIVIDUAL SITE DEVELOPMENT AGREEMENT FOR DIAMOND LAND HOLDINGS LLC (CD2024-041SDP)

THIS AGREEMENT ("Agreement") is made as of this 24th day of March, 2026, by and between the **City of Rochester,** a Minnesota municipal corporation, hereinafter referred to as "City," and **Diamond Land Holdings LLC,** a Minnesota limited liability company, hereinafter referred to as "Owner."

WHEREAS, Owner owns real property within the City of Rochester, Olmsted County, Minnesota, legally described as:

See EXHIBIT A

hereinafter referred to as the "Property";

WHEREAS, Owner is constructing a trades building on the Property through Site Development Plan application CD2024-041SDP (see **EXHIBIT B** for reference), hereinafter referred to as the "Project"; and,

WHEREAS, Owner and City acknowledge that it may be appropriate to, by agreement, defer certain development obligations such as construction of pedestrian facilities along public road frontages and certain street improvements based on the limited modifications to the Property proposed as part of Site Development Plan application CD2024-041SDP; and,

WHEREAS, Owner and City agree that in lieu of constructing certain public improvements concurrent with construction of CD2024-041SDP private improvements, as a condition of approval for said Site Development Plan application, execution of an Individual Site Development Agreement for the Property will be mutually beneficial to the Owner, City, and abutting property owners; and

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

I. OWNER'S OBLIGATIONS

1) **Annexation.** Not applicable. The Property is already within the Rochester City limits.

2) **Property Development associated with Site Development Plan application CD2024-041SDP**. This agreement addresses terms for the deferral of certain site improvements that could be required as part of the development application approval.

3) **City – Owner Contract.** Owner shall execute a City prepared "City – Owner Contract" prior to constructing the public improvements for the Project as identified within the Public Watermain & Hydrant to Serve Hwy 14 Trade Shops Project J5674 once it is approved by the City.

4) **Civil, Grading, and Storm Water Management Plans.** The Civil, Grading, and Storm Water Management plans for application CD2024-041SDP are under review by the City, and can be found under Grading Permit Number R25-0051GF. Approval of the Grading Permit for application R25-0051GF is required prior to commencing development activity for CD2024-041SDP. Owner shall cause the completion of grading and the construction of stormwater conveyance infrastructure, and construction of private stormwater Best Management Plan ("BMP") facilities consistent with the Civil and Grading Plan (R25-0051GF) for the Project as approved by City. Owner shall execute the City prepared Maintenance Agreement Declaration, attached as **EXHIBIT C**, to memorialize the private obligation for maintenance of stormwater BMP that is required for development of the Property.

5) **Storm Water Management Plan Area Charges ("SWMPAC")**. The proposed development under application CD2024-041SDP is subject to a SWMPAC, which will be invoiced by the City as part of approval of the plans for Grading Permit Number R25-0051GF. Owner shall make payment to the City within thirty (30) days of the date of invoicing, which shall occur after approval of the City-Owner contract.

6) **Storm Water Utility.** The City has implemented a Stormwater Utility. Owner shall make payment of monthly Stormwater Utility Fees applicable to the Property as required by the Stormwater Utility.

7) **Real Estate.**

   a) Private and / or Public Outlot(s). Not applicable. There are no Outlots proposed within the Property.

   b) Public Easements. Owner shall dedicate, at no cost to the City, applicable public utility and public drainage easements within the Property that are necessary for sanitary sewer, water, storm sewer, and small diameter utilities.

   c) Private Easements. Owner shall obtain any applicable private easements from abutting properties necessary to facilitate development plan approval for the Project

d) Official Acceptance. Prior to recording, Owner shall deliver all document(s) that convey rights to the City / public, to the City Engineer, for official acceptance by the City.

e) Document Recording. Owner shall pay to City, the City's standard document preparation and recording fees for all City prepared conveyance documents.

8) **Electrical Utility.** Owner shall: (a) provide easements that are necessary for the installation of electricity to serve the Property and abutting lands at locations mutually acceptable to Owner and Rochester Public Utilities ("RPU"); and (b) install conduit to facilitate service to and within the Property at locations mutually acceptable to Owner and RPU. Owner and RPU shall coordinate dedication of electric utility easements.

9) **Sewer Availability Charge, Water Availability Charge, and Sanitary Sewer Frontage Charges.** The Property is subject to the following Trunk Sewer Rate ("TSR") charge, Water Availability Charge ("WAC"), and Sanitary Sewer Frontage charge obligations for use of the public trunk line sanitary sewer and water tower facilities (rates valid through 12/31/2026). The Property is 3.34 acres with 2.39 acres of the Property being developable:

a) The TSR for the East Zumbro District, Bear Creek Subdistrict to be paid by Owner for the Property is $10,455.93 per acre x 2.39 acres = $ 24,989.67

b) The WAC to be paid by Owner for the Property is $3,759.27 per acre x 2.39 acres = $ 8,984.66.

c) The Sanitary Sewer Frontage charge to be paid by the Owner for the Property is $91.34 per foot x 80 feet = $7,307.20

d) The Owner shall make payment of the TSR, WAC, and Sanitary Sewer Frontage charge obligations applicable to the Property to the City within thirty (30) days of invoicing, which shall occur after approval of the City-Owner contract.

10) **Utility Extension.** Owner shall extend public water concurrent with development of the Project consistent with and as identified within the Utility Plan for Public Watermain & Hydrant to Serve Hwy 14 Trade Shops Project J5674 once it is approved by the City.

11) **Connection to Sanitary Sewer and Water.** Sanitary sewer and municipal water are available to serve the Property. Owner shall obtain applicable Utility Connection Permit(s) from City and shall make connection(s) to the available public utilities.

12) **Perimeter Road Improvements.** There is an obligation regarding the Property for improvements to TH 14 E South Frontage Road, including curb and gutter, road base, and pavement. In lieu of Owner constructing said improvements concurrent with development of the Property, this Agreement memorializes obligations that will be applicable to the Property, and owner(s) thereof, when the portion of TH 14 E South Frontage Road abutting the Property is reconstructed as a City project at some point in the future. At that time, the owner of the Property shall to the City 100% of the City project costs for the installation of curb and gutter along the frontage of the Property. The Property will be subject to an assessment for all other City project costs related to reconstruction of TH 14 E South Frontage Road consistent with City assessment policies in place at the time of the City project. The terms for length of payoff will be consistent with the terms afforded other properties benefitting from the same City project, and will not be less than five (5) years. Owner hereby waives its right to notice of hearing, and of a hearing, for any City project for improvements to TH 14 E South Frontage Road that abut the Property, as may be provided in Minnesota Statutes.

13) **Pedestrian Facilities.** There is an obligation of the Property for pedestrian facilities along the entire frontage of the Property abutting TH 14 E South Frontage Road. Pedestrian facilities do not currently exist along the frontage of abutting properties; therefore, the Owner is not being obligated by City to construct the required pedestrian facilities along TH 14 E South Frontage Road as part of the Project. Owner agrees that pedestrian facilities along the frontage of TH 14 E South Frontage Road will be constructed as a City project in the future. Owner shall be financially obligated for all costs to grade and construct the pedestrian facilities along TH 14 E South Frontage Road that abut the Property. Upon completion of a public project to construct the stated pedestrian facilities, Owner's financial obligations will be certified with Olmsted County for collection with the property taxes for the Property at the standard assessment interest rate in place at the time of initial certification. The terms regarding length of payoff will be consistent with the terms afforded other properties benefitting from the same City project, and will not be less than five (5) years. Owner hereby waives its right to notice of hearing, and of a hearing, for any City project that includes pedestrian facility improvements to TH 14 E South Frontage Road that abut the property, as may be provided in Minnesota statutes.

14) **Boulevard Trees.** Owner shall comply with all City ordinance related to boulevard trees.

15) **Permits.** Owner shall obtain all necessary permits for the Project, and shall pay all applicable development related permit fees consistent with City policies and ordinances.

16) **Plant Investment Fee ("PIF").** A PIF is applicable to individual lot development within the Property. The PIF will be calculated as part of the Building Permit approval for individual lot development that the Owner shall pay.

17) **Non-Payment.** In the event Owner fails to make a payment according to the terms of this Agreement, City may collect the unpaid amount, plus interest at a rate of 7.5%, through certification with Olmsted County for collection with the property taxes for that portion of the Property that the unpaid charges are applicable to, for a term not to exceed one (1) year. Owner hereby waives any right to notice of hearing, and a hearing, as may be required by Minnesota Statutes or Rochester City Code. Owner further waives all rights to contest or appeal the charges in a court of law.

18) **Charge Rate Adjustment.** The rates for obligations identified in this Agreement will be adjusted annually commencing on January 1, 2027, and continue to be adjusted annually consistent with City Council adopted rate policy.

19) **Recording Fee.** Owner has paid a document preparation and recoding fee to the City.

II. CITY'S RIGHTS & OBLIGATIONS.

1) Consistent with the terms of this Agreement, and where applicable, City may construct public improvements as outlined herein.

2) City shall accept the dedicated and donated portions of the Property and easements outlined herein, and as may be required through the development plan approval process.

III. GENERAL PROVISIONS.

1) **Waiver and Amendment.** This Agreement will not be altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by both parties.

2) **Entire Agreement; Other Agreements**. This Agreement constitutes the entire agreement between the parties as to the matters contained herein. There are no other understandings or representations, whether written or oral, beyond those specified in this Agreement.

3) **Successors and Assigns; No Third Party Beneficiaries.** The obligations set forth in this Agreement are covenants running with the land and will apply to Owner, and its successors and assigns. There will be no third party beneficiaries to this Agreement.

4) **Ordinances.** Except as otherwise expressly provided herein, Owner and City acknowledge that they will remain subject to all applicable City ordinances, policies, and other governmental regulations.

5) **Remedies**

a) In the event of City's or Owner's default which is not cured within thirty (30) days after written notice thereof to the defaulting party, the non-defaulting party shall have all rights and remedies available under law or equity with respect to the default. In addition, and without limitation, the parties may exercise one or more of the following specific rights and remedies:

i. With respect to matters that are capable of being corrected by the non-defaulting party: (1) a non-defaulting party may, at its option enter upon the Property for the purpose of correcting the default; and (2) the defaulting party shall pay the non-defaulting party the non-defaulting party's reasonable costs in correcting same, plus interest, within thirty (30) days after written demand;

ii. Injunctive relief;

iii. Action for specific performance; and

iv. Action for money damages.

b) Remedies are Cumulative. All remedies provided herein are cumulative and the exercise of one remedy shall not preclude the use of any other or all of said remedies.

c) Failure to Enforce not a Waiver. Failure of any party to enforce any provisions contained herein shall not be deemed a waiver of that party's rights to enforce such provision or any other provision in the event of a subsequent default.

6) **Dispute Resolution**. All claims, counterclaims, disputes, and other matters in question between the City and Owner arising out of or relating to this Agreement, or breach thereof, will be decided in a court of competent jurisdiction within the State of Minnesota.

7) **No Reimbursement**. Each party shall be responsible for its own costs, fees, expenses, and attorney's fees incurred during any dispute arising out of this Agreement.

8) **Governing Law**. The formation, interpretation, and performance of this Agreement between the City and Owner will be governed by, and construed in accordance with the laws of the State of Minnesota, regardless of any conflict of law provisions that would require application of the laws of any other jurisdiction.

9) **Jurisdiction and Venue**. The appropriate venue and jurisdiction for any litigation in state court hereunder shall be heard in District Court in Olmsted County, Minnesota. The appropriate venue and jurisdiction for any litigation in federal court involving the Parties and this Agreement will be in the appropriate federal court in the State of Minnesota.

10) **Force Majeure.** If either party fails to perform under this Agreement because of any delays caused by fire, flood, explosion, hurricane, earthquake, tornado, wind storm, heavy rain storm, unusually inclement weather, or other casualty, strikes, lock-outs, labor disputes, governmental laws or regulations, unavailability of labor or materials, reasonable contractor delays, acts of war, acts of terrorism, pandemics, or other similar causes beyond the control of either party, performance by such party will be extended for the period of time that performance was delayed directly attributable to such cause(s).

11) **Development Requirements.** Except where the City Engineer has explicitly waived a requirement of the Unified Development Code in writing, and is authorized to do so, all standards and procedures will remain applicable to this Project, whether or not they are cited in this Agreement.

12) **Concurrence.** By executing this Agreement, Owner acknowledges that it: (a) enters into and executes this Agreement knowingly, voluntarily, and willingly of its own volition with such consultation with legal counsel, or opportunity to do so, 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, or opportunity to do so, 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. As such, both parties agree that they will not challenge the legality of any term or condition found within this Agreement and specifically waives any and all legal objections they may have to any such term or condition. Notwithstanding any provision in this Agreement to the contrary, this clause will survive the termination or expiration of this Agreement.

13) **Severability.** 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 will not be affected, and the rights and obligations of the parties will be construed and enforced as if this Agreement did not contain the particular term or provision held to be invalid.

14) **Notices.** Any notice or election herein required or permitted to be given or served by any party hereto upon the other will be in writing and delivered in one of the following ways: in person, by email, by recognized overnight delivery service (i.e., Federal Express, UPS, etc.), or sent by United States certified or registered mail, postage prepaid, and addressed as follows:

If to Owner:

Diamond Land Holdings LLC
445 W Broadway, Ste. 3
Plainview, MN 55964-1382

If to City:

Public Works Director
Rochester Public Works Department
4001 West River Parkway, Suite 100
Rochester, MN 55901

(signature pages to follow

IN WITNESS WHEREOF, as evidence of the parties' acceptance of this Agreement, they have executed this Agreement on the dates set forth below.

OWNER:

Diamond Land Holdings LLC,
a Minnesota limited liability company

By: _____

Its: President

STATE OF Minnesota)
)ss
COUNTY OF Olmsted)

The foregoing instrument was acknowledged before me this 24th day of March, 2026, before me, a notary public within and for said county personally appeared Aaron Krueger, the President of **Diamond Land Holdings LLC**, a Minnesota limited liability company, and who is personally known by me to be the person who executed the foregoing instrument and acknowledged that they executed the same of their free will and deed on behalf of the limited liability company.

Rebecca Marie Zieman
Notary Public
Minnesota
My Commission Expires Jan. 31, 2031

_____
NOTARY PUBLIC

650

ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY AUTHORIZATION SIGNATURE

STATE OF Minnesota

COUNTY OF Olmsted

On this 24th day of March, 20 26, before me appeared Aaron Krueger (Name of Officer), to me personally known, who being by me duly sworn, did say that he/she is the President (Title), of Diamond Land Holdings, LLC (Name of Company), 445 Broadway, Ste. 3 (Address) Plainview, Minnesota (City & State), 55964-1382 (Zip Code), a limited liability company, who has indicated the he/she is authorized under the articles of organization or operating agreement to execute the attached instrument for and on behalf of the limited liability company, and that he/she hereby executes said instrument for and on behalf of the limited liability company.

Rebecca Marie Zieman
Notary Public
Minnesota
My Commission Expires Jan. 31, 2031

Notary Public

County: Olmsted

My Commission Expires: Jan. 31, 2031

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

City of Rochester,
a Minnesota municipal corporation

By: _____ Date: _____, 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)

This Document Drafted By:
Rochester Public Works Department
4001 West River Parkway, Suite 100
Rochester, MN 55901

EXHIBIT A

All that part of the East 1/2 of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Four (4), in Township 106, Range 13, Olmsted County, Minnesota described as follows: Commencing for a place of beginning at a point in the South line of said NW1/4 which is 755.55 feet East of the Southwest corner thereof and running thence Northerly at a deflection of 90°32'40" measured from the East a distance of 499.65 feet to the center line of Trunk Highway No. 14, thence deflect to the right 94°02' along the center of said trunk highway 297.49 feet, thence South parallel with the first described north and south line 481.36 feet to the South line of said NW1/4 and running thence West along said South line 296.78 feet to the place of beginning.

EXHIBIT B

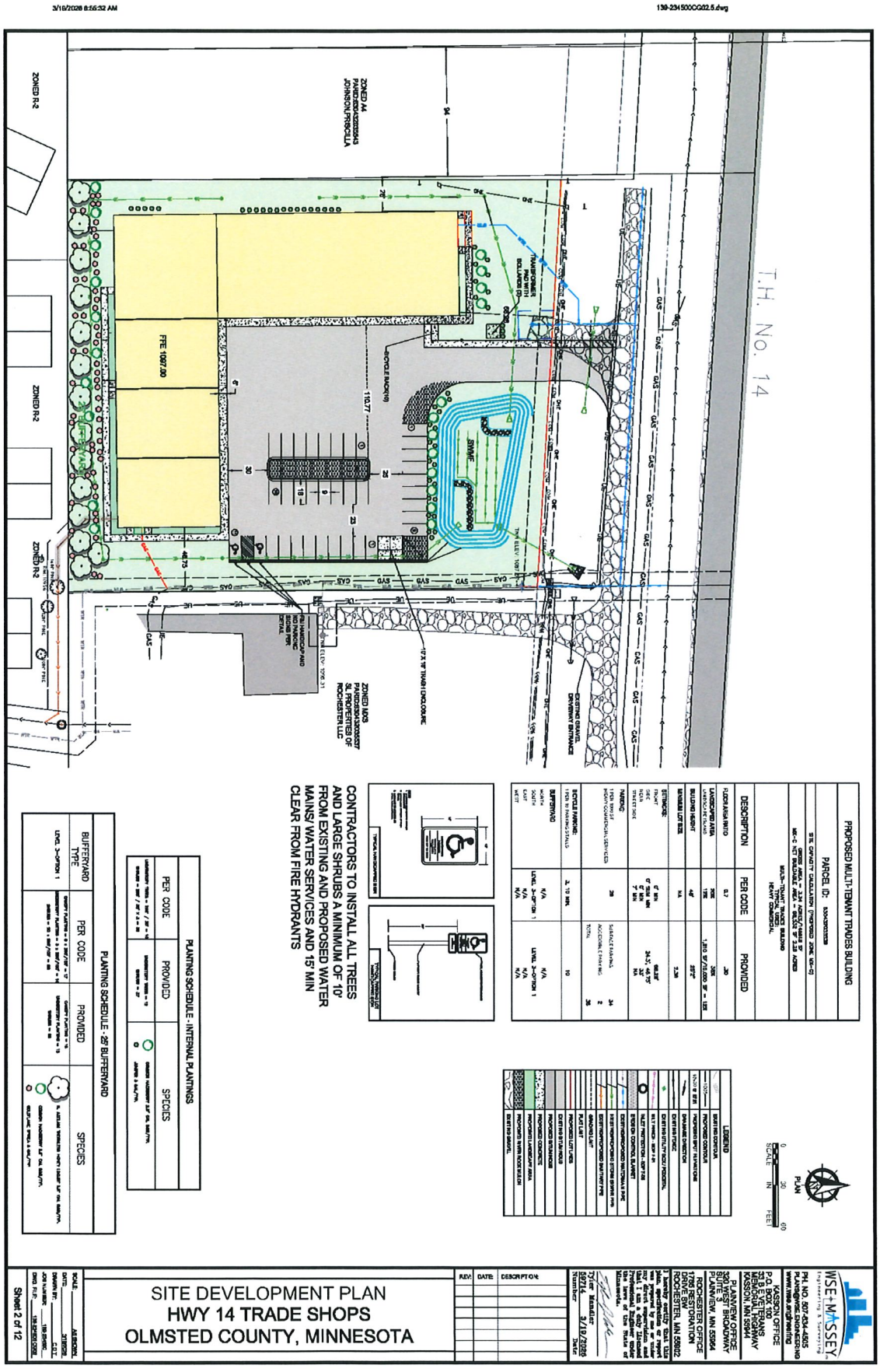

T.H. No. 14
ZONED R-2
ZONED M4
PARCEL 55842023043
JOHNSON,PRISCILLA
ZONED M3
PARCEL 55842023037
ROCHESTER LLC
FFE 1097.00
SWMF
BICYCLE RACK(S)
110.77
473
15' X 15' TRASH ENCLOSURE
EXISTING DRIVE/ DRIVEWAY ENTRANCE
ADA HANDICAP PAD PER ACCESSIBLE SIGNS PER DETAIL
PROPOSED MULTI-TENANT TRADES BUILDING
PARCEL ID: 55842023035
SITE CAPACITY CALCULATION (PROPOSED ZONE: M3+C)
GROSS AREA = 3.24 ACRES/141,163 SF
NET BUILDABLE AREA = 90,536 SF/2.08 ACRES
MULTI-TENANT, USES INCLUDE BUILDING
HEAVY COMMERCIAL
DESCRIPTION
PER CODE
PROVIDED
FLOOR AREA RATIO
0.7
.30
LANDSCAPED AREA
10%
10%
1,810 SF/12,000 SF = 15%
BUILDING HEIGHT
45'
35'5"
MINIMUM LOT SIZE
N/A
3.24
SETBACKS:
FRONT
SIDE
STREET SIDE
0' MIN
0' SIDE MIN
5' MIN
68.33'
24.5', 45.75'
N/A
PARKING:
1 PER 1000 SF HEAVY COMMERCIAL/SERVICES
28
SURFACE PARKING
ACCESSIBLE STANDARD
TOTAL
34
2
36
BICYCLE PARKING:
1 PER 10 PARKING SPACES
3, 10 MIN.
10
BUFFERYARD
NORTH
SOUTH
EAST
WEST
LEVEL 3->OPTION 1
N/A
N/A
N/A
N/A
LEGEND
EXISTING CONTOUR
PROPOSED CONTOUR
PROPOSED SPOT ELEVATIONS
ROCHESTER OFFICE
1780 RESTORATION LOOP
SUITE 100
ROCHESTER, MN 55902
PLAINVIEW OFFICE
520 WEST BROADWAY
PLAINVIEW, MN 55964
KASSON OFFICE
P.O. BOX 100
1505 4TH AVENUE
KASSON, MN 55944
PH: MN: 507-634-4535
PLAN@WSE-ENGINEERING.COM
www.wse-engineering
WSE+MASSEY
Engineering & Surveying
SCALE IN FEET
0
30
60
PLAN
PLANTING SCHEDULE - 25' BUFFERYARD
BUFFERYARD TYPE
PER CODE
PROVIDED
SPECIES
LEVEL 3->OPTION 1
PLANTING SCHEDULE - INTERNAL PLANTINGS
PER CODE
PROVIDED
SPECIES
CONTRACTORS TO INSTALL ALL TREES AND LARGE SHRUBS A MINIMUM OF 10' FROM EXISTING AND PROPOSED WATER MAINS/ WATER SERVICES AND 15' MIN CLEAR FROM FIRE HYDRANTS
SITE DEVELOPMENT PLAN
HWY 14 TRADE SHOPS
OLMSTED COUNTY, MINNESOTA
REV:
DATE:
DESCRIPTION:
Tyler Mendler
Number
49714
3/18/2026
Date
SCALE: AS NOTED
DATE: 3/18/2026
DRAWN BY: TJM
DESIGNED BY: TJM
CHECKED BY: TJM
PROJECT NO: 139-234500
DWG FILE: 139-234500CG02.5.dwg
Sheet 2 of 12
3/18/2026 8:56:32 AM
139-234500CG02.5.dwg

EXHIBIT C

Maintenance Agreement

DECLARATION

Diamond Land Holdings LLC, a Minnesota limited liability company, hereinafter referred to as the "DECLARANT", does hereby make this DECLARATION:

1. The DECLARANT is the owner of real property in the City of Rochester, Olmsted County, Minnesota, described as:

   See attached EXHIBIT C-1

   and hereinafter referred to as the "Property,"

2. As a condition of Grading Plan approval for development of the Property associated with Site Development Plan Application CD2024-041SDP, the DECLARANT shall construct and maintain, at its own expense, a permanent, private stormwater rate control and water quality treatment facility (filtration basin) as required by the MPCA NPDES Construction Stormwater and Municipal Separate Storm Sewer System (MS4) Permits and City of Rochester (hereinafter referred to as "City") standards on a portion of the Property as depicted on the Grading Plan exhibit attached as **EXHIBIT A** within this Maintenance Agreement Declaration (hereinafter "Agreement"), and hereinafter referred to as the "Facility".

3. Through execution of this Agreement, DECLARANT assigns to the City easement rights across the Property for the City, or its agents, to access, inspect, and maintain the Facility in the event the DECLARANT, its heirs, successors, or assignees, fail to uphold the terms of this Agreement. Specifically, DECLARANT will provide or perform the following:
   a) Inspect the Facility annually during the growing season and after every rainfall event exceeding 4.5 inches in 24 hours to identify functional deficiencies, such as but not limited to: sediment loading, structural deterioration, impeded filtration/infiltration capacity, etc. Written inspection records will be kept and made available to the City upon request.
   b) The Facility will be maintained fully functional pursuant to the approved design.
   c) All structural and non-structural maintenance necessary to ensure the operational performance and neighborhood acceptance of the Facility shall be consistent with the parameters established by the approved design.
   d) The appearance of the Facility shall be in compliance with applicable City Ordinances related to the control of weeds and grasses and the removal of debris and litter.
   e) The minimal intervals for necessary work to be performed as Required Maintenance of the Facility shall be:

i. Inspect all structures and piping, graded berms, emergency overflows, and vegetative cover annually.
ii. Repair Facility as necessary and in a timely manner.
iii. Remove sediment and/or other impediments from filtration area, on an as needed basis, to maintain compliance with the intended functionality based on the approved construction plans, City Standards, and the MPCA Construction Stormwater Permit and MS4 Phase II Permit.
iv. Rehabilitate filtration area once drawdown time exceed 48 hours.
v. Remove debris and litter as necessary on an ongoing basis.
vi. Control burrowing animals as necessary on an ongoing basis.
vii. Maintain vegetation as necessary, including, at a minimum, keeping the Facility free of nonconforming grass and noxious weeds, as per City Ordinance Chapter 8-5, and woody vegetation to preserve the structural integrity of the Facility.
viii. Remove sediment from basins, cells, swales, manhole sumps, and/or baffles dedicated as pretreatment devices once captured sediment volume exceeds 50 percent of the total storage volume, or according to device manufacturer's instructions and recommendations.

4. The DECLARANT shall be responsible for all costs associated with construction and permanent maintenance of the Facility.

5. If required maintenance of the Facility, as determined by the City pursuant to this Agreement, is not performed by the DECLARANT or its assigns, the City (and/or its agent) shall provide written notice of the non-compliance to the DECLARANT. If DECLARANT or its assigns has not addressed the non-compliance within 30 days after receipt of said notice, the City is authorized to access the Property and perform necessary maintenance to the Facility. All associated costs will be charged to the owner(s) of the Property. The DECLARANT agrees that if the Property is under multiple ownerships at the time work is performed by the City, that the total obligations will be apportioned by the City among the owners based on their proportional share of the Property, or at the City's discretion, by apportionment mutually agreed to in writing by all of the individual owners.

6. In the event the owner of the Property becomes delinquent in payment of its maintenance charges, the City is authorized to certify the unpaid charges with the Olmsted County Auditor for collection with the property taxes for the Property. Said collection shall be for a period of one year, and at an interest rate of 7.5%.

7. The DECLARANT acknowledges that future termination of this Agreement is at the sole discretion of the City, and if said Agreement is terminated, the DECLARANT will be notified in writing by the City of said termination.

8. DECLARANT acknowledges that additional development within the Property in the future may necessitate modifications to the Facility, and execution of a revised Maintenance Agreement Declaration.

9. The rights, obligations, and benefits of this Agreement shall be deemed to be a covenant binding upon said Property, and shall run with the land, subject to the terms and conditions stated herein.

EXHIBIT C

IN WITNESS THEREOF, the DECLARANT has executed this Agreement this 25th day of March, 2026.

Diamond Land Holdings LLC,
a Minnesota limited liability company

By: _____

Its: President

STATE OF Minnesota)
)ss
COUNTY OF Olmsted)

The foregoing instrument was acknowledged before me this 25th day of March, 2026, before me, a notary public within and for said county personally appeared Aaron Krueger, the President of **Diamond Land Holdings LLC**, a Minnesota limited liability company, and who is personally known by me to be the person who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed on behalf of the limited liability company.

Rebecca Marie Zieman
Notary Public
Minnesota
My Commission Expires Jan. 31, 2031

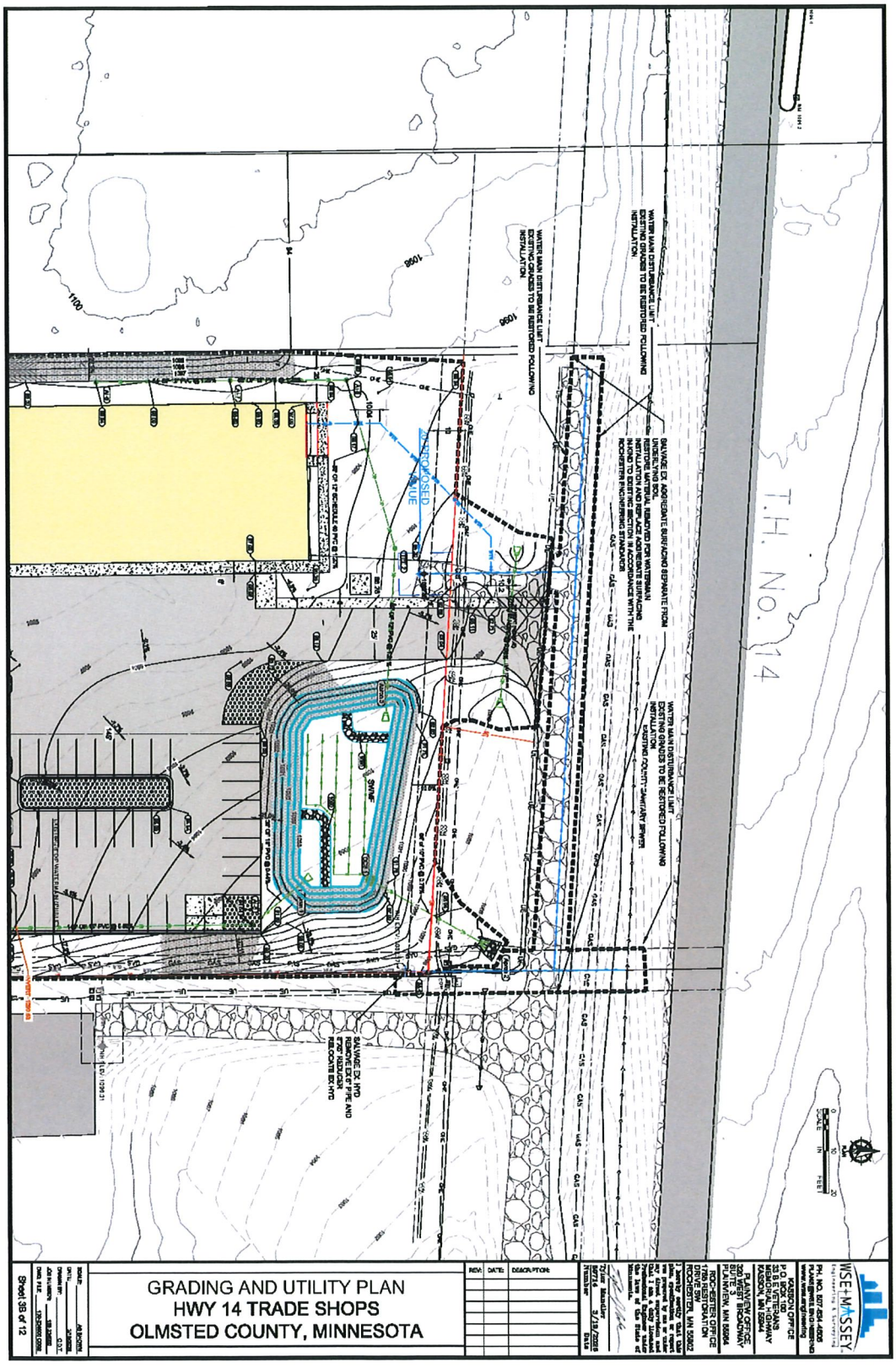
_____
NOTARY PUBLIC

EXHIBIT C-1

All that part of the East 1/2 of the Northwest Quarter (NW1/4) of the Southwest Quarter (SW1/4) of Section Four (4), in Township 106, Range 13, Olmsted County, Minnesota described as follows: Commencing for a place of beginning at a point in the South line of said NW1/4 which is 755.55 feet East of the Southwest corner thereof and running thence Northerly at a deflection of 90°32'40" measured from the East a distance of 499.65 feet to the center line of Trunk Highway No. 14, thence deflect to the right 94°02' along the center of said trunk highway 297.49 feet, thence South parallel with the first described north and south line 481.36 feet to the South line of said NW1/4 and running thence West along said South line 296.78 feet to the place of beginning.

EXHIBIT C-2

SITE PLAN REFERENCE DRAWING OF THE PROPERTY LOCATION AND THE "FACILITY"TO SCALE PLANS ARE AVAILABLE THROUGH ACCELA CITIZEN ACCESS UNDER BUILDING PERMIT NUMBER R25-0051GF



F.37

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Roadway Name Change: A section of 45th St SE to Gameday Dr SE

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Community Development

AGENDA SECTION:
Consent Agenda

PRESENTER:
Ed Caples

Action Requested:

1. Approving the renaming of roadway sections of 45th St SE to Gameday Dr SE.
2. Directing the City Attorney to prepare an Ordinance for First Reading.

Report Narrative:

In coordination with Olmsted County GIS, Parks and Recreation, and Public Works, Community Development recommends renaming a portion of 45th St SE to Gameday Dr SE to eliminate future addressing confusion and provide a unique identity for the Sports Complex.

The proposed roadway name change begins at the intersection of 45th St SE and St Bridget Rd SE and runs eastwardly to the Sports Complex Site.

Four roadway signs labeled "Gameday Dr SE" will need to be installed.

Recommendations for street identification changes are covered by Unified Development Code Section 60.400.030L. Street name changes are listed in the Rochester Code of Ordinances, Chapter 75.01.

Priorities & Foundational Principles:

Compassion

Policy Considerations & DEI Impact:

Changing of the street name will help improve the visibility and accessibility of public recreational assets, fostering a greater sense of belonging and ease of navigation for all community members.

Prior Legislative Actions & Community Engagement:

January 21, 2026: City Council - Approval of Final Plat No. CD2025-043PLAT

Fiscal & Resource Impact:

Street signage is estimated to cost $1100 to reflect the roadway name change. The Traffic Operations Operating Budget will cover the cost.

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:
Edward Caples

Attachments:
Roadway Name Change - Exhibit


RCA to rename highlighted portion of 45 ST SE to GAMEDAY DR SE
N
W
E
S
HWY 63 S
CANAL PL SE
MAINE AVE SE
MAINE ST SE
FERN AVE SE
GARDEN CT SE
BOULDER RD SE
45 ST SE
45 ST SE
ST BRIDGET RD SE
48 ST SE
48 ST SE
Rename highlighted portion of 45 ST SE to GAMEDAY DR SE
661

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

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

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Public Hearings

PRESENTER:
Dillon Dombrovski

Action Requested:

1. Adopting a Resolution ordering the improvements and preparation of plans for the 2 St SE and 16 Ave SE Sanitary Sewer Maintenance Project - Project No. J7838 and;
2. Adopting a Resolution levying the proposed assessments related to the 2 St SE and 16 Ave SE Sanitary Sewer Maintenance Project - Project No. J7838

Report Narrative:

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

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

A portion (25%) of the qualifying street reconstruction items of this project should be paid from assessment charges to abutting property owners. The use of special assessments requires the City to follow MN Statutes Chapter 429, by ordering the feasibility report, accepting the feasibility report, calling for a public improvement hearing, and an assessment hearing. The hearing dates were set for April 6, 2026.

Notice for both hearings has been mailed to affected property owners and published in the City's official newspaper, as required by state statute.

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

If the City Engineer subsequently determines that the assessments to be collected for the project exceed the actual costs, they may direct the City Clerk to modify the assessment rolls appropriately, thereby reducing the amounts on each parcel for which assessments are to be collected.

Project Cost Distribution
An assessment role was prepared in accordance with the City Assessment Policy adopted in 2022. A portion (25%) of the qualifying street reconstruction items would be paid from assessment charges to abutting property owners, and water service line replacement will be charged at the rate established in the fee schedule.

Assessment Period
All assessments are proposed for payment over ten years, with interest charged at a rate of 5% annually on the unpaid balance. This hearing is adopting the assessments. However, billings and certification will not be sent until the project is substantially completed. If work is completed in 2026, property owners will see the assessment on their 2027 tax statements.

The total estimated construction cost for this project, including 10% construction contingencies is $2,334,081.20. The total project cost, including engineering, administrative, and other indirect costs (25%), is $2,652,365.

Public Works recommends that the Council:
1. Conduct the Improvement Hearing
2. Adopt a Resolution Ordering the Project and Preparation of Plans
3. Conduct the Assessment Hearing
4. Adopt a Resolution Levying Special Assessments

Priorities & Foundational Principles:
Fiscal Responsibility & Sustainability
Public Safety

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

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

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

February 18, 2026: Council Meeting - Feasibility Report, Ordering of Project Hearing and Assessment Hearing

February 24, 2026: Project Improvement and Assessment Hearing letters sent out via mail
March 7 & 21, 2026: Notice posted in Post Bulletin

March 24, 2026: Public Open House

Fiscal & Resource Impact:

The total estimated project cost is $2,652,365, including 25% Engineering, Interest, and Contingences (EICs), with an estimated $265,411.11 being assessed to abutting parcels. The following are the estimated funding sources/amounts for this project including engineering and contingencies:

FUNDING DISTRIBUTION	AMOUNT
Assessments	$ 265,441.11
Street Reconstruction (J2200)	$ 289,666.34
Water Utility	$ 584,704.41
Sanitary Utility	$ 549,198.44
Storm Utility	$ 828,823.46
Parks	$ 134,531.25
ESTIMATED TOTAL PROJECT FUNDING	$ 2,652,365

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:

Carson Johnson

Attachments:

Assessment Roll - 2 St SE and 16 Ave SE Sanitary Sewer Maintenance Project - Project No. J7838

Public Improvement and Assessment Hearing Notice - 2 St SE and 16 Ave SE Sanitary Sewer Maintenance Project - Project No. J7838

Assessment Map - 2 St SE and 16 Ave SE Sanitary Sewer Maintenance Project - Project No. J7838

Resolution - Approving Plans and Specs - 2 St SE and 16 Ave SE Sanitary Sewer Maintenance Project - Project No. J7838

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

Certificate of Notification

I hereby certify that the following property owners received individual notification via U.S. Mail on the proposed local assessment project.

Mailed on: _____ Approved by: _____
Date Authorized Signature

J7838: 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project

Local Improvement Property List

Taxpayer's Name & Address	Legal Description	Property ID	Lot	Blk
	Auditors Plat A			
Mohlke,Earlynn J 1529 4 St SE Rochester, MN 55904	SECT-01 TWP-106 RANGE-014 AUDITOR'S PLAT A LOT-003 COM AT INTER W LINE 16 AV AND N LINE 4 ST SE TH NW100FT ALONG W LINE 16 AV TH SW 50FT TH SE100FT TO N LINE 4 ST TH NE 50FT TO BEG BEING PT OF LOT 3	64.01.11.000900	003	

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	6,094.52	1.00	$6,094.52
Amount to be Assessed:			$6,094.52

Taxpayer's Name & Address	Legal Description	Property ID	Lot	Blk
Henckel,James 1512 2 St SE Rochester, MN 55904	SECT-01 TWP-106 RANGE-014 AUDITOR'S PLAT A LOT-005 E40FT W129FT N90FT LOT 5	64.01.11.000901	005	

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	4,636.41	1.00	$4,636.41
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$6,524.90

Taxpayer's Name & Address	Legal Description	Property ID	Lot	Blk
Stangel,Ray 1508 2 St SE Rochester, MN 55904	SECT-01 TWP-106 RANGE-014 AUDITOR'S PLAT A LOT-005 E29FT W89FT N90FT LOT 5	64.01.11.000902	005	

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	4,466.34	1.00	$4,466.34
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$6,354.83

Taxpayer's Name & Address	Legal Description	Property ID	Lot	Blk
Schultz,Mark 14 Tavano Rd Ossining, NY 10562	SECT-01 TWP-106 RANGE-014 AUDITOR'S PLAT A LOT-005 S50FT N290FT W129FT LOT 5	64.01.11.000903	005	

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	4,131.78	1.00	$4,131.78
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$6,020.27

Local Improvement Property List

Taxpayer's Name & Address	Legal Description	Property ID	Lot	Blk
Merkel,Brandy L 1506 2 St SE Rochester, MN 55904	SECT-01 TWP-106 RANGE-014 AUDITOR'S PLAT A LOT-005 W60FT N90FT LOT 5	64.01.11.000904	005	

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	3,384.61	1.00	$3,384.61
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$5,273.10

Postier,Julie D 221 16 Ave SE Rochester, MN 55904	SECT-01 TWP-106 RANGE-014 AUDITOR'S PLAT A LOT-005 S50FT N240FT W129FT LOT 5	64.01.11.000905	005	

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	3,635.52	1.00	$3,635.52
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$5,524.01

Switzer,Jonathan E 215 16 Ave SE Rochester, MN 55904	SECT-01 TWP-106 RANGE-014 AUDITOR'S PLAT A LOT-005 S50FT N190FT W129FT LOT 5	64.01.11.000906	005	

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	4,968.18	1.00	$4,968.18
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$6,856.67

Nicholson,Charles B 211 16 Ave SE Rochester, MN 55904	SECT-01 TWP-106 RANGE-014 AUDITOR'S PLAT A LOT-005 S50FT N140FT W129FT LOT 5	64.01.11.000907	005	

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	4,176.39	1.00	$4,176.39
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$6,064.88

Larsen,Richard W 229 16 Ave SE Rochester, MN 55904	SECT-01 TWP-106 RANGE-014 AUDITOR'S PLAT A LOT-005 COM FOR A PL OF BEG AT A PT ON W LINE OF 16 AVE SE290FT S OF S LINE OF 2ND ST SE TH W TO W LINE LOT 5 TH STO N LINE LOT 17 TH ELY AL SD LOT LINE 84FT TH NELY TO A PT ON SWLY LINE SD 16 AVE SE 232FT NWLY FR TH PT OF INTERSECTION OF NWLY LINE SD 4 ST SE AND SWLY LINE OF SD 16 AVE SE TH NWLY AL SWLY LINE OF 16 AVE SE 8FT TH N AL W LINE SD 16 AVE TO BEG	64.01.11.000908	005	

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	5,049.03	1.00	$5,049.03
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$6,937.52

Local Improvement Property List

Taxpayer's Name & Address	Legal Description	Property ID	Lot	Blk
Meyer,Jennifer Elizabeth 303 16 Ave SE Rochester, MN 55904	SECT-01 TWP-106 RANGE-014 AUDITOR'S PLAT A LOT-017 COM AT A PT ON TH W LINE 16 AVENUE SE WH IS 232FT NWLY FR TH N LINE OF 4TH ST SE TH SELY AL TH W LINE OF 16 AV SE 42FT TH SWLY AT A RIGHT ANGLE 160FT TH NWLY AT A RIGHT ANGLE 33.4FT TO THE W LINE OF LOT 17 TH N ON TH W LINE OF LOT 17 72.6FT TO TH N LINE OF LOT 17 TH E AL TH N LINE OF LOT 17 84FT TH IN A NELY DIRECTION TO TH PT OF BEG	64.01.11.000909	017	

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	5,135.46	1.00	$5,135.46
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$7,023.95

Schaefer,Alison 309 16 Ave SE Rochester, MN 55904	SECT-01 TWP-106 RANGE-014 AUDITOR'S PLAT A LOT-003 PT OF LOTS 3 AND 17 AS FOLL COM AT A PT IN SWLY LINE 16 AVE SE 100FT NWLY FR TH PT OF INTERSECTION OF NWLY LINE 4 ST SE FOR PL OF BEG TH SWLY PAR WH NWLY LINE 4 ST SE 160FT TH NWLY AT RT ANGLES AND PAR WH NWLY LINE 16 AVE SE 50FT TH NELY AT RT ANGLES AND PAR WH NELY LINE 4 ST SE 160FT TO NWLY LINE SD 16 AVE TH SELY AL NWLY LINE SD 16 AVE 50FT TO BEG LOT 17	64.01.11.000963	003	

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	6,925.34	1.00	$6,925.34
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$8,813.83

Armstrong,Christina A 305 16 Ave SE Rochester, MN 55904-4701	SECT-01 TWP-106 RANGE-014 AUDITOR'S PLAT A LOT-017 COM AT INTER NWLY LINE 4TH ST SE AND SWLY LINE 16 AVE SE TH NWLY ALONGSWLY LINE 16 AVE 150FT FOR PL OF BEG TH SWLY PAR WITH NWLY LINE 4 ST SE 160FT TH NWLY PAR WITH 16 AV AND 40FT TH NELY PAR WITH NWLY LINE 4 ST 160FT TO SWLY LINE 16 AVE TH SELY AL SWLY LINE 16 AVE 40FT TO BEG BEING PT OF LOTS 3 AND 17	64.01.11.000968	017	

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	3,649.46	1.00	$3,649.46
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$5,537.95

City Lands 107-14-36 State Plt

Local Improvement Property List

Taxpayer's Name & Address	Legal Description	Property ID	Lot	Blk
City Of Rochester 201 4 St SE Rochester, MN 55904	SECT-36 TWP-107 RANGE-014 CITY LANDS 107-14-36 STATE PLT LOT-058 27.27 AC LOT 58 & 59 LESS BEG AT SWCOR LOT 59 TH N227FT AL W LINE TO PT OF BEG TH N400FT TO S R-O-W OF E CEN ST TH E270FT TH S400FT TH W300FT TO BEG & LESS BEG AT SECOR LOT 59 TH W257FT TH N467FT TO PT OF BEG TH E100FT TH N TO S R-O-W OF E CENTER ST TH WLY TO A PT 160FT N OF PT OF BEG TH S160FT TO BEG ALSO LESS COM AT SECOR SD LOT 58 ALSO BEING SWCOR OF SEC 31 TH NW AL E LINE 33FT TO PT OF BEG SD PT ALSO BEING N R-O-W LINE OF 2ND ST SE TH SW AL SD R-O-W 50FT TH NW PAR WITH E LINE 496.81FT TH NW313.01FT TO THE BEG OF A CURVE TH NE437.19FT TO N LINE OF SD LOT 58 ALSO BEING SLY R-O-W LINE OF RR TH NE AL SD RR R-O-W 260.66FT TO NECOR OF SD LOT 58 ALSO BEING W LINE OF SW1/4 SD SEC 31 TH SE AL E LINE 1570.02FT TO PT OF BEG SEC 36-107-14	74.36.44.026837	058	

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	34,038.43	1.00	$34,038.43
Amount to be Assessed:			$34,038.43

Repl 6 & 16 Of Auditor Plat A

Atkinson,Douglas A 1502 2 St SE Rochester, MN 55904-4707	SECT-01 TWP-106 RANGE-014 REPL 6 & 16 OF AUDITOR PLAT A LOT-002 BLOCK-001 LOT 2 BLK 1	64.01.11.019901	002	001

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	5,562.02	1.00	$5,562.02
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$7,450.51

Sandersons 2nd

Bullough,Ty 1646 2 St SE Rochester, MN 55904	SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-001 LOT 1	64.01.11.020802	001

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	6,180.95	1.00	$6,180.95
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$8,069.44

Local Improvement Property List

Taxpayer's Name & Address	Legal Description	Property ID	Lot	Blk
Schnorr,Randall S 207 5 Ave SW 905 Rochester, MN 55902-3119	SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-002 LOT 2	64.01.11.020803	002	

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	4,851.08	1.00	$4,851.08
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$6,739.57

Karsten,Carley A 1640 2 St SE Rochester, MN 55904	SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-003 LOT 3	64.01.11.020804	003

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	5,899.36	1.00	$5,899.36
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$7,787.85

Allen,Jeremy 1636 2 St SE Rochester, MN 55904	SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-004 LOT 4	64.01.11.020805	004

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	5,470.01	1.00	$5,470.01
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$7,358.50

Butterfly Investment Properties LLC 6264 Summit Pine Rd NW Rochester, MN 55901	SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-005 LOT 5	64.01.11.020806	005

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	4,976.54	1.00	$4,976.54
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$6,865.03

Xiao,Mingcai 749 Chesterfield Ave Naperville, IL 60540	SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-006 LOT 6	64.01.11.020807	006

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	4,851.08	1.00	$4,851.08
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$6,739.57

Boardman,Taylor L 1628 2 St SE Rochester, MN 55904	SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-007 LOT 7	64.01.11.020808	007

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	4,260.03	1.00	$4,260.03
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$6,148.52

Local Improvement Property List

Taxpayer's Name & Address	Legal Description	Property ID	Lot	Blk
Childs,Bennett G 1620 2 St SE Rochester, MN 55904	SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-008 N110FT LOT 8	64.01.11.020809	008	

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	6,512.72	1.00	$6,512.72
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$8,401.21

Taxpayer's Name & Address	Legal Description	Property ID	Lot	Blk
Barr,Chester 1612 2 St SE Rochester, MN 55904	SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-008 COM 110FT S NWCOR LOT 8 TH S96.92FT TH NELY ON S LINE 52.03FT TO SECOR TH N82.46FT TH W50FT TO BEG	64.01.11.020810	008	

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	3,167.14	1.00	$3,167.14
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$5,055.63

Taxpayer's Name & Address	Legal Description	Property ID	Lot	Blk
White,Morgan Ava 1606 2 St SE Rochester, MN 55904	SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-009 LOT 9	64.01.11.020811	009	

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	4,820.41	1.00	$4,820.41
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$6,708.90

Taxpayer's Name & Address	Legal Description	Property ID	Lot	Blk
Rothschild,Amy E 1604 2 St SE Rochester, MN 55904	SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-010 LOT 10	64.01.11.020812	010	

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	7,385.35	1.00	$7,385.35
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$9,273.84

Taxpayer's Name & Address	Legal Description	Property ID	Lot	Blk
Wright,Dillon 212 16 Ave SE Rochester, MN 55904-4733	SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-012 LOT 12	64.01.11.020815	012	

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	5,079.70	1.00	$5,079.70
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$6,968.19

Taxpayer's Name & Address	Legal Description	Property ID	Lot	Blk
Cameron,Ian 2109 Abigail Ln SW Rochester, MN 55902	SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-013 LOT 13	64.01.11.020816	013	

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	6,914.19	1.00	$6,914.19
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$8,802.68

Local Improvement Property List

Taxpayer's Name & Address	Legal Description	Property ID	Lot	Blk
Schultz,Mark 14 Tavano Rd Ossining, NY 10562	SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-014 LOT 14	64.01.11.020817	014	

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	3,730.31	1.00	$3,730.31
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$5,618.80

Resendiz,Gilbert A 226 16 Ave SE Rochester, MN 55904-4733	SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-015 LOT 15	64.01.11.020818	015

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	6,052.70	1.00	$6,052.70
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$7,941.19

Reps,Michael Dean 4624 7 St NW Rochester, MN 55901	SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-016 LOT 16	64.01.11.020819	016

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	6,844.49	1.00	$6,844.49
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$8,732.98

Heckmann,Richard A 312 16 Ave SE Rochester, MN 55904	SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-017 LOT 17	64.01.11.020820	017

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	5,007.21	1.00	$5,007.21
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$6,895.70

Schaub,Stanley W S2037 State Hwy 88 Alma, WI 54610	SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-018 S45FT LOTS 18 AND 19	64.01.11.020821	018

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	4,767.44	1.00	$4,767.44
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$6,655.93

Bluhm,Jerry 1015 Double Eagle Ave SE Rochester, MN 55904	SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-018 N45FT LOTS 18 AND 19	64.01.11.020822	018

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	5,272.07	1.00	$5,272.07
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$7,160.56

Local Improvement Property List

Taxpayer's Name & Address	Legal Description	Property ID	Lot	Blk
Vo,Phuong 208 16 Ave SE Rochester, MN 55904	SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-011 LOT 11	64.01.11.046084	011	

	Quantity	Unit Cost	Cost
Street Reconstruct 25%	5,224.67	1.00	$5,224.67
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$7,113.16

Weis Resub

Oakview Properties LLC 3845 Meadow Ridge Dr SW Rochester, MN 55902	SECT-01 TWP-106 RANGE-014 WEIS RESUB LOT-003 BLOCK-001 LOT 3 BLK 1	64.01.11.024097	003	001

	Quantity	Unit Cost	Cost
1in Water Service	1.00	1,888.49	$1,888.49
Amount to be Assessed:			$1,888.49

Total Assessment for J7838:	$265,441.11
Total Number of Parcels Listed:	35

CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Mohlke, Earlynn J
Mohlke, Kenneth W
1529 4 St SE
Rochester, MN 55904

NOTICE OF HEARING

Public Improvement and Assessment Hearing

As required by Minnesota Statutes Chapter 429, notice is hereby given that the Common Council of the City of Rochester, Minnesota, will meet in the Council/Board Chambers in the Government Center, 151 4th Street SE, Rochester, MN, on Monday, April 6, 2026 at 6:00 PM (view agenda at https://www.rochestermn.gov/meetings/council-meetings) to consider the making of the following local improvement project and the proposed assessments:

J7838: 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project

The area proposed to be assessed as a result of this public improvement project includes those lots or parcels legally described as follows:

AUDITORS PLAT A
SECT-01 TWP-106 RANGE-014 AUDITOR'S PLAT A LOT-003 COM AT INTER W LINE 16 AV AND N LINE 4 ST SE TH NW100FT ALONG W LINE 16 AV TH SW 50FT TH SE100FT TO N LINE 4 ST TH NE 50FT TO BEG BEING PT OF LOT 3

64.01.11.000900
1529 4 St SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $6,094.52.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	6,094.52	1.00	$6,094.52

Property owners desiring to be heard with reference to the proposed improvement will be heard at this meeting.

A copy of the proposed assessment roll is on file and open for public inspection in the City Clerk's office . Property owners are entitled to appear and present their objection to the charges at the time of the hearing. The Common Council may adopt the proposed assessment at the hearing.

No appeal may be taken as to the amount of any assessment adopted unless a written objection is signed by the property owner and filed with the City Clerk prior to the assessment hearing, or presented to the President of the Common Council at the hearing. Property owners may appeal the assessment to the district court pursuant to Minnesota Statutes, Section 429.081, by serving written notice of the appeal upon the Mayor or City Clerk within 30 days after the adoption of the assessment and filing such notice with the district court within 10 days after service upon the Mayor or City Clerk.

View/Pay Assessments Online:
To view assessments online or make a payment visit our website at www.rochestermn.gov/assessments. Properties can be looked up either by street address or by 12 digit parcel identification number.

Property owners may prepay the entire assessment to the City Clerk whose office is located at 201 Fourth Street SE, Room 135, Rochester, Minnesota 55904. No interest is charged to a prepayment made within 30 days of adoption of the assessment by the Common Council. Prepayment outside the 30 day interest-free period is allowed any time prior to certification of the assessment or the first installment thereof to the County Auditor, with interest charged from the date of the resolution approving the assessment. If prepayment is not made, the amount will be certified to the County Auditor to be spread on the tax rolls over 10 years at an annual interest rate of 5.00 percent on the unpaid balance amortized.

Partial Prepayment Option: Property owners have the option of making partial payment of not less than $50 toward the outstanding balance prior to the City's certification to the county auditor. Partial payments will be applied first to any accrued interest and second to reduce principal outstanding.

Minnesota Statutes, Sections 435.193 to 435.195, allows municipalities the option of deferring special assessments. In Rochester, assessments may be deferred when homesteaded property is owned by a person 65 years of age or older, by a person retired by virtue of a permanent physical disability, or by a person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service, as defined in Section 190.05, Subdivision 5b or 5c, as stated in the person's military orders, for whom it would be a hardship to make payments. Application forms are available from the City Clerk's office. Please note that the application must be filed within 60 days of the Council approval of the assessment or miscellaneous project.

Dated this 24 day of February, 2026.

Office of the City Clerk of the City of Rochester, Minnesota
Phone: (507) 328-2900 Fax: (507) 328 -2901
cityclerk@rochestermn.gov

CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Henckel, James
1512 2 St SE
Rochester, MN 55904

NOTICE OF HEARING

Public Improvement and Assessment Hearing

As required by Minnesota Statutes Chapter 429, notice is hereby given that the Common Council of the City of Rochester, Minnesota, will meet in the Council/Board Chambers in the Government Center, 151 4th Street SE, Rochester, MN, on Monday, April 6, 2026 at 6:00 PM (view agenda at https://www.rochestermn.gov/meetings/council-meetings) to consider the making of the following local improvement project and the proposed assessments:

J7838: 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project

The area proposed to be assessed as a result of this public improvement project includes those lots or parcels legally described as follows:

AUDITORS PLAT A
SECT-01 TWP-106 RANGE-014 AUDITOR'S PLAT A LOT-005 E40FT W129FT N90FT LOT 5

64.01.11.000901
1512 2 St SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $6,524.90.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	4,636.41	1.00	$4,636.41
1in Water Service	1.00	1,888.49	$1,888.49

Property owners desiring to be heard with reference to the proposed improvement will be heard at this meeting.

A copy of the proposed assessment roll is on file and open for public inspection in the City Clerk's office . Property owners are entitled to appear and present their objection to the charges at the time of the hearing. The Common Council may adopt the proposed assessment at the hearing.

No appeal may be taken as to the amount of any assessment adopted unless a written objection is signed by the property owner and filed with the City Clerk prior to the assessment hearing, or presented to the President of the Common Council at the hearing. Property owners may appeal the assessment to the district court pursuant to Minnesota Statutes, Section 429.081, by serving written notice of the appeal upon the Mayor or City Clerk within 30 days after the adoption of the assessment and filing such notice with the district court within 10 days after service upon the Mayor or City Clerk.

View/Pay Assessments Online:
To view assessments online or make a payment visit our website at www.rochestermn.gov/assessments. Properties can be looked up either by street address or by 12 digit parcel identification number.

Property owners may prepay the entire assessment to the City Clerk whose office is located at 201 Fourth Street SE, Room 135, Rochester, Minnesota 55904. No interest is charged to a prepayment made within 30 days of adoption of the assessment by the Common Council. Prepayment outside the 30 day interest-free period is allowed any time prior to certification of the assessment or the first installment thereof to the County Auditor, with interest charged from the date of the resolution approving the assessment. If prepayment is not made, the amount will be certified to the County Auditor to be spread on the tax rolls over 10 years at an annual interest rate of 5.00 percent on the unpaid balance amortized.

Partial Prepayment Option: Property owners have the option of making partial payment of not less than $50 toward the outstanding balance prior to the City's certification to the county auditor. Partial payments will be applied first to any accrued interest and second to reduce principal outstanding.

Minnesota Statutes, Sections 435.193 to 435.195, allows municipalities the option of deferring special assessments. In Rochester, assessments may be deferred when homesteaded property is owned by a person 65 years of age or older, by a person retired by virtue of a permanent physical disability, or by a person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service, as defined in Section 190.05, Subdivision 5b or 5c, as stated in the person's military orders, for whom it would be a hardship to make payments. Application forms are available from the City Clerk's office. Please note that the application must be filed within 60 days of the Council approval of the assessment or miscellaneous project.
Dated this 24 day of February, 2026.

Office of the City Clerk of the City of Rochester, Minnesota
Phone: (507) 328-2900 Fax: (507) 328 -2901
cityclerk@rochestermn.gov

CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Stangel, Ray
1508 2 St SE
Rochester, MN 55904

NOTICE OF HEARING

Public Improvement and Assessment Hearing

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J7838: 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project

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AUDITORS PLAT A
SECT-01 TWP-106 RANGE-014 AUDITOR'S PLAT A LOT-005 E29FT W89FT N90FT LOT 5

64.01.11.000902
1508 2 St SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $6,354.83.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	4,466.34	1.00	$4,466.34
1in Water Service	1.00	1,888.49	$1,888.49

Property owners desiring to be heard with reference to the proposed improvement will be heard at this meeting.

A copy of the proposed assessment roll is on file and open for public inspection in the City Clerk's office . Property owners are entitled to appear and present their objection to the charges at the time of the hearing. The Common Council may adopt the proposed assessment at the hearing.

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Dated this 24 day of February, 2026.

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cityclerk@rochestermn.gov

CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Schultz, Mark
14 Tavano Rd
Ossining, NY 10562

NOTICE OF HEARING

Public Improvement and Assessment Hearing

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J7838: 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project

The area proposed to be assessed as a result of this public improvement project includes those lots or parcels legally described as follows:

AUDITORS PLAT A
SECT-01 TWP-106 RANGE-014 AUDITOR'S PLAT A LOT-005 S50FT N290FT W129FT LOT 5

64.01.11.000903
225 16 Ave SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $6,020.27.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	4,131.78	1.00	$4,131.78
1in Water Service	1.00	1,888.49	$1,888.49

Property owners desiring to be heard with reference to the proposed improvement will be heard at this meeting.

A copy of the proposed assessment roll is on file and open for public inspection in the City Clerk's office . Property owners are entitled to appear and present their objection to the charges at the time of the hearing. The Common Council may adopt the proposed assessment at the hearing.

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Dated this 24 day of February, 2026.

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CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Merkel, Brandy L
1506 2 St SE
Rochester, MN 55904

NOTICE OF HEARING

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J7838: 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project

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AUDITORS PLAT A
SECT-01 TWP-106 RANGE-014 AUDITOR'S PLAT A LOT-005 W60FT N90FT LOT 5

64.01.11.000904
1506 2 St SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $5,273.10.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	3,384.61	1.00	$3,384.61
1in Water Service	1.00	1,888.49	$1,888.49

Property owners desiring to be heard with reference to the proposed improvement will be heard at this meeting.

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Dated this 24 day of February, 2026.

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cityclerk@rochestermn.gov

CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Postier, Julie D
221 16 Ave SE
Rochester, MN 55904

NOTICE OF HEARING

Public Improvement and Assessment Hearing

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AUDITORS PLAT A
SECT-01 TWP-106 RANGE-014 AUDITOR'S PLAT A LOT-005 S50FT N240FT W129FT LOT 5

64.01.11.000905
221 16 Ave SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $5,524.01.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	3,635.52	1.00	$3,635.52
1in Water Service	1.00	1,888.49	$1,888.49

Property owners desiring to be heard with reference to the proposed improvement will be heard at this meeting.

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Dated this 24 day of February, 2026.

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cityclerk@rochestermn.gov

CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Switzer, Jonathan E
215 16 Ave SE
Rochester, MN 55904

NOTICE OF HEARING

Public Improvement and Assessment Hearing

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J7838: 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project

The area proposed to be assessed as a result of this public improvement project includes those lots or parcels legally described as follows:

AUDITORS PLAT A
SECT-01 TWP-106 RANGE-014 AUDITOR'S PLAT A LOT-005 S50FT N190FT W129FT LOT 5

64.01.11.000906
215 16 Ave SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $6,856.67.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	4,968.18	1.00	$4,968.18
1in Water Service	1.00	1,888.49	$1,888.49

Property owners desiring to be heard with reference to the proposed improvement will be heard at this meeting.

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Dated this 24 day of February, 2026.

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CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Nicholson, Charles B
Nicholson, Nancy E
211 16 Ave SE
Rochester, MN 55904

NOTICE OF HEARING

Public Improvement and Assessment Hearing

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SECT-01 TWP-106 RANGE-014 AUDITOR'S PLAT A LOT-005 S50FT N140FT W129FT LOT 5

64.01.11.000907
211 16 Ave SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $6,064.88.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	4,176.39	1.00	$4,176.39
1in Water Service	1.00	1,888.49	$1,888.49

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Dated this 24 day of February, 2026.

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Phone: (507) 328-2900 Fax: (507) 328 -2901
cityclerk@rochestermn.gov

CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Larsen, Richard W
Larsen, Eileen
229 16 Ave SE
Rochester, MN 55904

NOTICE OF HEARING

Public Improvement and Assessment Hearing

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AUDITORS PLAT A
SECT-01 TWP-106 RANGE-014 AUDITOR'S PLAT A LOT-005 COM FOR A PL OF BEG AT A PT ON W LINE OF 16 AVE SE290FT S OF S LINE OF 2ND ST SE TH W TO W LINE LOT 5 TH STO N LINE LOT 17 TH ELY AL SD LOT LINE 84FT TH NELY TO A PT ON SWLY LINE SD 16 AVE SE 232FT NWLY FR TH PT OF INTERSECTION OF NWLY LINE SD 4 ST SE AND SWLY LINE OF SD 16 AVE SE TH NWLY AL SWLY LINE OF 16 AVE SE 8FT TH N AL W LINE SD 16 AVE TO BEG

64.01.11.000908
229 16 Ave SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $6,937.52.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	5,049.03	1.00	$5,049.03
1in Water Service	1.00	1,888.49	$1,888.49

Property owners desiring to be heard with reference to the proposed improvement will be heard at this meeting.

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View/Pay Assessments Online:
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Property owners may prepay the entire assessment to the City Clerk whose office is located at 201 Fourth Street SE, Room 135, Rochester, Minnesota 55904. No interest is charged to a prepayment made within 30 days of adoption of the assessment by the Common Council. Prepayment outside the 30 day interest-free period is allowed any time prior to certification of the assessment or the first installment thereof to the County Auditor, with interest charged from the date of the resolution approving the assessment. If prepayment is not made, the amount will be certified to the County Auditor to be spread on the tax rolls over 10 years at an annual interest rate of 5.00 percent on the unpaid balance amortized.

Partial Prepayment Option: Property owners have the option of making partial payment of not less than $50 toward the outstanding balance prior to the City's certification to the county auditor. Partial payments will be applied first to any accrued interest and second to reduce principal outstanding.

Minnesota Statutes, Sections 435.193 to 435.195, allows municipalities the option of deferring special assessments. In Rochester, assessments may be deferred when homesteaded property is owned by a person 65 years of age or older, by a person retired by virtue of a permanent physical disability, or by a person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service, as defined in Section 190.05, Subdivision 5b or 5c, as stated in the person's military orders, for whom it would be a hardship to make payments. Application forms are available from the City Clerk's office. Please note that the application must be filed within 60 days of the Council approval of the assessment or miscellaneous project.

Dated this 24 day of February, 2026.

Office of the City Clerk of the City of Rochester, Minnesota
Phone: (507) 328-2900 Fax: (507) 328 -2901
cityclerk@rochestermn.gov

CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Meyer, Jennifer Elizabeth
Meyer, Troy A
303 16 Ave SE
Rochester, MN 55904

NOTICE OF HEARING

Public Improvement and Assessment Hearing

As required by Minnesota Statutes Chapter 429, notice is hereby given that the Common Council of the City of Rochester, Minnesota, will meet in the Council/Board Chambers in the Government Center, 151 4th Street SE, Rochester, MN, on Monday, April 6, 2026 at 6:00 PM (view agenda at https://www.rochestermn.gov/meetings/council-meetings) to consider the making of the following local improvement project and the proposed assessments:

J7838: 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project

The area proposed to be assessed as a result of this public improvement project includes those lots or parcels legally described as follows:

AUDITORS PLAT A
SECT-01 TWP-106 RANGE-014 AUDITOR'S PLAT A LOT-017 COM AT A PT ON TH W LINE 16 AVENUE SE WH IS 232FT NWLY FR TH N LINE OF 4TH ST SE TH SELY AL TH W LINE OF 16 AV SE 42FT TH SWLY AT A RIGHT ANGLE 160FT TH NWLY AT A RIGHT ANGLE 33.4FT TO THE W LINE OF LOT 17 TH N ON TH W LINE OF LOT 17 72.6FT TO TH N LINE OF LOT 17 TH E AL TH N LINE OF LOT 17 84FT TH IN A NELY DIRECTION TO TH PT OF BEG

64.01.11.000909
303 16 Ave SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $7,023.95.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	5,135.46	1.00	$5,135.46
1in Water Service	1.00	1,888.49	$1,888.49

Property owners desiring to be heard with reference to the proposed improvement will be heard at this meeting.

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Dated this 24 day of February, 2026.

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cityclerk@rochestermn.gov

CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Schaefer, Alison
Schaefer, Joshua
309 16 Ave SE
Rochester, MN 55904

NOTICE OF HEARING

Public Improvement and Assessment Hearing

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J7838: 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project

The area proposed to be assessed as a result of this public improvement project includes those lots or parcels legally described as follows:

AUDITORS PLAT A
SECT-01 TWP-106 RANGE-014 AUDITOR'S PLAT A LOT-003 PT OF LOTS 3 AND 17 AS FOLL COM AT A PT IN SWLY LINE 16 AVE SE 100FT NWLY FR TH PT OF INTERSECTION OF NWLY LINE 4 ST SE FOR PL OF BEG TH SWLY PAR WH NWLY LINE 4 ST SE 160FT TH NWLY AT RT ANGLES AND PAR WH NWLY LINE 16 AVE SE 50FT TH NELY AT RT ANGLES AND PAR WH NELY LINE 4 ST SE 160FT TO NWLY LINE SD 16 AVE TH SELY AL NWLY LINE SD 16 AVE 50FT TO BEG LOT 17

64.01.11.000963
309 16 Ave SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $8,813.83.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	6,925.34	1.00	$6,925.34
1in Water Service	1.00	1,888.49	$1,888.49

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Dated this 24 day of February, 2026.

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cityclerk@rochestermn.gov

CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Armstrong, Christina A
305 16 Ave SE
Rochester, MN 55904-4701

NOTICE OF HEARING

Public Improvement and Assessment Hearing

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J7838: 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project

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AUDITORS PLAT A
SECT-01 TWP-106 RANGE-014 AUDITOR'S PLAT A LOT-017 COM AT INTER NWLY LINE 4TH ST SE AND SWLY LINE 16 AVE SE TH NWLY ALONGSWLY LINE 16 AVE 150FT FOR PL OF BEG TH SWLY PAR WITH NWLY LINE 4 ST SE 160FT TH NWLY PAR WITH 16 AV AND 40FT TH NELY PAR WITH NWLY LINE 4 ST 160FT TO SWLY LINE 16 AVE TH SELY AL SWLY LINE 16 AVE 40FT TO BEG BEING PT OF LOTS 3 AND 17

64.01.11.000968
305 16 Ave SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $5,537.95.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	3,649.46	1.00	$3,649.46
1in Water Service	1.00	1,888.49	$1,888.49

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CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Atkinson, Douglas A
1502 2 St SE
Rochester, MN 55904-4707

NOTICE OF HEARING

Public Improvement and Assessment Hearing

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J7838: 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project

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REPL 6 & 16 OF AUDITOR PLAT A
SECT-01 TWP-106 RANGE-014 REPL 6 & 16 OF AUDITOR PLAT A
LOT-002 BLOCK-001 LOT 2 BLK 1

64.01.11.019901
1502 2 St SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $7,450.51.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	5,562.02	1.00	$5,562.02
1in Water Service	1.00	1,888.49	$1,888.49

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Dated this 24 day of February, 2026.

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CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Bullough, Ty
Bullough, Jessica
1646 2 St SE
Rochester, MN 55904

NOTICE OF HEARING

Public Improvement and Assessment Hearing

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SANDERSONS 2ND
SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-001 LOT 1

64.01.11.020802
1646 2 St SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $8,069.44.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	6,180.95	1.00	$6,180.95
1in Water Service	1.00	1,888.49	$1,888.49

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cityclerk@rochestermn.gov

CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Schnorr, Randall S
Schuster, Delone W
207 5 Ave SW 905
Rochester, MN 55902-3119

NOTICE OF HEARING

Public Improvement and Assessment Hearing

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SANDERSONS 2ND
SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-002 LOT 2

64.01.11.020803
1644 2 St SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $6,739.57.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	4,851.08	1.00	$4,851.08
1in Water Service	1.00	1,888.49	$1,888.49

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Dated this 24 day of February, 2026.

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cityclerk@rochestermn.gov

CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Karsten, Carley A
1640 2 St SE
Rochester, MN 55904

NOTICE OF HEARING

Public Improvement and Assessment Hearing

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J7838: 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project

The area proposed to be assessed as a result of this public improvement project includes those lots or parcels legally described as follows:

SANDERSONS 2ND
SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-003 LOT 3

64.01.11.020804
1640 2 St SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $7,787.85.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	5,899.36	1.00	$5,899.36
1in Water Service	1.00	1,888.49	$1,888.49

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the property owner and filed with the City Clerk prior to the assessment hearing, or presented to the President of the Common Council at the hearing. Property owners may appeal the assessment to the district court pursuant to Minnesota Statutes, Section 429.081, by serving written notice of the appeal upon the Mayor or City Clerk within 30 days after the adoption of the assessment and filing such notice with the district court within 10 days after service upon the Mayor or City Clerk.

View/Pay Assessments Online:
To view assessments online or make a payment visit our website at www.rochestermn.gov/assessments. Properties can be looked up either by street address or by 12 digit parcel identification number.

Property owners may prepay the entire assessment to the City Clerk whose office is located at 201 Fourth Street SE, Room 135, Rochester, Minnesota 55904. No interest is charged to a prepayment made within 30 days of adoption of the assessment by the Common Council. Prepayment outside the 30 day interest-free period is allowed any time prior to certification of the assessment or the first installment thereof to the County Auditor, with interest charged from the date of the resolution approving the assessment. If prepayment is not made, the amount will be certified to the County Auditor to be spread on the tax rolls over 10 years at an annual interest rate of 5.00 percent on the unpaid balance amortized.

Partial Prepayment Option: Property owners have the option of making partial payment of not less than $50 toward the outstanding balance prior to the City's certification to the county auditor. Partial payments will be applied first to any accrued interest and second to reduce principal outstanding.

Minnesota Statutes, Sections 435.193 to 435.195, allows municipalities the option of deferring special assessments. In Rochester, assessments may be deferred when homesteaded property is owned by a person 65 years of age or older, by a person retired by virtue of a permanent physical disability, or by a person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service, as defined in Section 190.05, Subdivision 5b or 5c, as stated in the person's military orders, for whom it would be a hardship to make payments. Application forms are available from the City Clerk's office. Please note that the application must be filed within 60 days of the Council approval of the assessment or miscellaneous project.

Dated this 24 day of February, 2026.

Office of the City Clerk of the City of Rochester, Minnesota
Phone: (507) 328-2900 Fax: (507) 328 -2901
cityclerk@rochestermn.gov



CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Allen, Jeremy
Allen, Annaliese
1636 2 St SE
Rochester, MN 55904

NOTICE OF HEARING

Public Improvement and Assessment Hearing

As required by Minnesota Statutes Chapter 429, notice is hereby given that the Common Council of the City of Rochester, Minnesota, will meet in the Council/Board Chambers in the Government Center, 151 4th Street SE, Rochester, MN, on Monday, April 6, 2026 at 6:00 PM (view agenda at https://www.rochestermn.gov/meetings/council-meetings) to consider the making of the following local improvement project and the proposed assessments:

J7838: 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project

The area proposed to be assessed as a result of this public improvement project includes those lots or parcels legally described as follows:

SANDERSONS 2ND
SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-004 LOT 4

64.01.11.020805
1636 2 St SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $7,358.50.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	5,470.01	1.00	$5,470.01
1in Water Service	1.00	1,888.49	$1,888.49

Property owners desiring to be heard with reference to the proposed improvement will be heard at this meeting.

A copy of the proposed assessment roll is on file and open for public inspection in the City Clerk's office . Property owners are entitled to appear and present their objection to the charges at the time of the hearing. The Common Council may adopt the proposed assessment at the hearing.

No appeal may be taken as to the amount of any assessment adopted unless a written objection is signed by

the property owner and filed with the City Clerk prior to the assessment hearing, or presented to the President of the Common Council at the hearing. Property owners may appeal the assessment to the district court pursuant to Minnesota Statutes, Section 429.081, by serving written notice of the appeal upon the Mayor or City Clerk within 30 days after the adoption of the assessment and filing such notice with the district court within 10 days after service upon the Mayor or City Clerk.

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Dated this 24 day of February, 2026.

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CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Butterfly Investment Properties LLC
6264 Summit Pine Rd NW
Rochester, MN 55901

NOTICE OF HEARING

Public Improvement and Assessment Hearing

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J7838: 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project

The area proposed to be assessed as a result of this public improvement project includes those lots or parcels legally described as follows:

SANDERSONS 2ND
SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-005 LOT 5

64.01.11.020806
1634 2 St SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $6,865.03.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	4,976.54	1.00	$4,976.54
1in Water Service	1.00	1,888.49	$1,888.49

Property owners desiring to be heard with reference to the proposed improvement will be heard at this meeting.

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Dated this 24 day of February, 2026.

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CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Xiao, Mingcai
749 Chesterfield Ave
Naperville, IL 60540

NOTICE OF HEARING

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J7838: 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project

The area proposed to be assessed as a result of this public improvement project includes those lots or parcels legally described as follows:

SANDERSONS 2ND
SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-006 LOT 6

64.01.11.020807
1630 2 St SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $6,739.57.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	4,851.08	1.00	$4,851.08
1in Water Service	1.00	1,888.49	$1,888.49

Property owners desiring to be heard with reference to the proposed improvement will be heard at this meeting.

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Dated this 24 day of February, 2026.

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cityclerk@rochestermn.gov

CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Boardman, Taylor L
1628 2 St SE
Rochester, MN 55904

NOTICE OF HEARING

Public Improvement and Assessment Hearing

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J7838: 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project

The area proposed to be assessed as a result of this public improvement project includes those lots or parcels legally described as follows:

SANDERSONS 2ND
SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-007 LOT 7

64.01.11.020808
1628 2 St SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $6,148.52.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	4,260.03	1.00	$4,260.03
1in Water Service	1.00	1,888.49	$1,888.49

Property owners desiring to be heard with reference to the proposed improvement will be heard at this meeting.

A copy of the proposed assessment roll is on file and open for public inspection in the City Clerk's office . Property owners are entitled to appear and present their objection to the charges at the time of the hearing. The Common Council may adopt the proposed assessment at the hearing.

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the property owner and filed with the City Clerk prior to the assessment hearing, or presented to the President of the Common Council at the hearing. Property owners may appeal the assessment to the district court pursuant to Minnesota Statutes, Section 429.081, by serving written notice of the appeal upon the Mayor or City Clerk within 30 days after the adoption of the assessment and filing such notice with the district court within 10 days after service upon the Mayor or City Clerk.

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Dated this 24 day of February, 2026.

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cityclerk@rochestermn.gov

CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Childs, Bennett G
1620 2 St SE
Rochester, MN 55904

NOTICE OF HEARING

Public Improvement and Assessment Hearing

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J7838: 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project

The area proposed to be assessed as a result of this public improvement project includes those lots or parcels legally described as follows:

SANDERSONS 2ND
SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-008 N110FT
LOT 8

64.01.11.020809
1620 2 St SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441. 11.
The total amount of the proposed assessment for this parcel is $8,401.21.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	6,512.72	1.00	$6,512.72
1in Water Service	1.00	1,888.49	$1,888.49

Property owners desiring to be heard with reference to the proposed improvement will be heard at this meeting.

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No appeal may be taken as to the amount of any assessment adopted unless a written objection is signed by the property owner and filed with the City Clerk prior to the assessment hearing, or presented to the President of the Common Council at the hearing. Property owners may appeal the assessment to the district court pursuant to Minnesota Statutes, Section 429.081, by serving written notice of the appeal upon the Mayor or City Clerk within 30 days after the adoption of the assessment and filing such notice with the district court within 10 days after service upon the Mayor or City Clerk.

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Dated this 24 day of February, 2026.

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CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Barr, Chester
1612 2 St SE
Rochester, MN 55904

NOTICE OF HEARING

Public Improvement and Assessment Hearing

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J7838: 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project

The area proposed to be assessed as a result of this public improvement project includes those lots or parcels legally described as follows:

SANDERSONS 2ND
SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-008 COM 110FT S NWCOR LOT 8 TH S96.92FT TH NELY ON S LINE 52.03FT TO SECOR TH N82.46FT TH W50FT TO BEG

64.01.11.020810
1612 2 St SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441. 11.
The total amount of the proposed assessment for this parcel is $5,055.63.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	3,167.14	1.00	$3,167.14
1in Water Service	1.00	1,888.49	$1,888.49

Property owners desiring to be heard with reference to the proposed improvement will be heard at this meeting.

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cityclerk@rochestermn.gov

CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

White, Morgan Ava
1606 2 St SE
Rochester, MN 55904

NOTICE OF HEARING

Public Improvement and Assessment Hearing

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J7838: 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project

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SANDERSONS 2ND
SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-009 LOT 9

64.01.11.020811
1606 2 St SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $6,708.90.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	4,820.41	1.00	$4,820.41
1in Water Service	1.00	1,888.49	$1,888.49

Property owners desiring to be heard with reference to the proposed improvement will be heard at this meeting.

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Dated this 24 day of February, 2026.

Office of the City Clerk of the City of Rochester, Minnesota
Phone: (507) 328-2900 Fax: (507) 328 -2901
cityclerk@rochestermn.gov



CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Rothschild, Amy E
1604 2 St SE
Rochester, MN 55904

NOTICE OF HEARING

Public Improvement and Assessment Hearing

As required by Minnesota Statutes Chapter 429, notice is hereby given that the Common Council of the City of Rochester, Minnesota, will meet in the Council/Board Chambers in the Government Center, 151 4th Street SE, Rochester, MN, on Monday, April 6, 2026 at 6:00 PM (view agenda at https://www.rochestermn.gov/meetings/council-meetings) to consider the making of the following local improvement project and the proposed assessments:

J7838: 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project

The area proposed to be assessed as a result of this public improvement project includes those lots or parcels legally described as follows:

SANDERSONS 2ND
SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-010 LOT 10

64.01.11.020812
1604 2 St SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $9,273.84.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	7,385.35	1.00	$7,385.35
1in Water Service	1.00	1,888.49	$1,888.49

Property owners desiring to be heard with reference to the proposed improvement will be heard at this meeting.

A copy of the proposed assessment roll is on file and open for public inspection in the City Clerk's office . Property owners are entitled to appear and present their objection to the charges at the time of the hearing. The Common Council may adopt the proposed assessment at the hearing.

No appeal may be taken as to the amount of any assessment adopted unless a written objection is signed by

the property owner and filed with the City Clerk prior to the assessment hearing, or presented to the President of the Common Council at the hearing. Property owners may appeal the assessment to the district court pursuant to Minnesota Statutes, Section 429.081, by serving written notice of the appeal upon the Mayor or City Clerk within 30 days after the adoption of the assessment and filing such notice with the district court within 10 days after service upon the Mayor or City Clerk.

View/Pay Assessments Online:
To view assessments online or make a payment visit our website at www.rochestermn.gov/assessments. Properties can be looked up either by street address or by 12 digit parcel identification number.

Property owners may prepay the entire assessment to the City Clerk whose office is located at 201 Fourth Street SE, Room 135, Rochester, Minnesota 55904. No interest is charged to a prepayment made within 30 days of adoption of the assessment by the Common Council. Prepayment outside the 30 day interest-free period is allowed any time prior to certification of the assessment or the first installment thereof to the County Auditor, with interest charged from the date of the resolution approving the assessment. If prepayment is not made, the amount will be certified to the County Auditor to be spread on the tax rolls over 10 years at an annual interest rate of 5.00 percent on the unpaid balance amortized.

Partial Prepayment Option: Property owners have the option of making partial payment of not less than $50 toward the outstanding balance prior to the City's certification to the county auditor. Partial payments will be applied first to any accrued interest and second to reduce principal outstanding.

Minnesota Statutes, Sections 435.193 to 435.195, allows municipalities the option of deferring special assessments. In Rochester, assessments may be deferred when homesteaded property is owned by a person 65 years of age or older, by a person retired by virtue of a permanent physical disability, or by a person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service, as defined in Section 190.05, Subdivision 5b or 5c, as stated in the person's military orders, for whom it would be a hardship to make payments. Application forms are available from the City Clerk's office. Please note that the application must be filed within 60 days of the Council approval of the assessment or miscellaneous project.

Dated this 24 day of February, 2026.

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CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Wright, Dillon
212 16 Ave SE
Rochester, MN 55904-4733

NOTICE OF HEARING

Public Improvement and Assessment Hearing

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J7838: 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project

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SANDERSONS 2ND
SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-012 LOT 12

64.01.11.020815
212 16 Ave SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $6,968.19.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	5,079.70	1.00	$5,079.70
1in Water Service	1.00	1,888.49	$1,888.49

Property owners desiring to be heard with reference to the proposed improvement will be heard at this meeting.

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Dated this 24 day of February, 2026.

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CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Cameron, Ian
2109 Abigail Ln SW
Rochester, MN 55902

NOTICE OF HEARING

Public Improvement and Assessment Hearing

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J7838: 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project

The area proposed to be assessed as a result of this public improvement project includes those lots or parcels legally described as follows:

SANDERSONS 2ND
SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-013 LOT 13

64.01.11.020816
218 16 Ave SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $8,802.68.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	6,914.19	1.00	$6,914.19
1in Water Service	1.00	1,888.49	$1,888.49

Property owners desiring to be heard with reference to the proposed improvement will be heard at this meeting.

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No appeal may be taken as to the amount of any assessment adopted unless a written objection is signed by

the property owner and filed with the City Clerk prior to the assessment hearing, or presented to the President of the Common Council at the hearing. Property owners may appeal the assessment to the district court pursuant to Minnesota Statutes, Section 429.081, by serving written notice of the appeal upon the Mayor or City Clerk within 30 days after the adoption of the assessment and filing such notice with the district court within 10 days after service upon the Mayor or City Clerk.

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Dated this 24 day of February, 2026.

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CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Schultz, Mark
14 Tavano Rd
Ossining, NY 10562

NOTICE OF HEARING

Public Improvement and Assessment Hearing

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J7838: 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project

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SANDERSONS 2ND
SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-014 LOT 14

64.01.11.020817
224 16 Ave SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $5,618.80.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	3,730.31	1.00	$3,730.31
1in Water Service	1.00	1,888.49	$1,888.49

Property owners desiring to be heard with reference to the proposed improvement will be heard at this meeting.

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Dated this 24 day of February, 2026.

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CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Resendiz, Gilbert A
Pellowski-Resendiz, A
226 16 Ave SE
Rochester, MN 55904-4733

NOTICE OF HEARING

Public Improvement and Assessment Hearing

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J7838: 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project

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SANDERSONS 2ND
SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-015 LOT 15

64.01.11.020818
226 16 Ave SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $7,941.19.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	6,052.70	1.00	$6,052.70
1in Water Service	1.00	1,888.49	$1,888.49

Property owners desiring to be heard with reference to the proposed improvement will be heard at this meeting.

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Dated this 24 day of February, 2026.

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CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Reps, Michael Dean
4624 7 St NW
Rochester, MN 55901

NOTICE OF HEARING

Public Improvement and Assessment Hearing

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J7838: 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project

The area proposed to be assessed as a result of this public improvement project includes those lots or parcels legally described as follows:

SANDERSONS 2ND
SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-016 LOT 16

64.01.11.020819
308 16 Ave SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $8,732.98.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	6,844.49	1.00	$6,844.49
1in Water Service	1.00	1,888.49	$1,888.49

Property owners desiring to be heard with reference to the proposed improvement will be heard at this meeting.

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cityclerk@rochestermn.gov

CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Heckmann, Richard A
Heckmann, Lorie A
312 16 Ave SE
Rochester, MN 55904

NOTICE OF HEARING

Public Improvement and Assessment Hearing

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J7838: 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project

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SANDERSONS 2ND
SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-017 LOT 17

64.01.11.020820
312 16 Ave SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $6,895.70.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	5,007.21	1.00	$5,007.21
1in Water Service	1.00	1,888.49	$1,888.49

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Dated this 24 day of February, 2026.

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cityclerk@rochestermn.gov

CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Schaub, Stanley W
S2037 State Hwy 88
Alma, WI 54610

NOTICE OF HEARING

Public Improvement and Assessment Hearing

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J7838: 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project

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SANDERSONS 2ND
SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-018 S45FT
LOTS 18 AND 19

64.01.11.020821
322 16 Ave SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $6,655.93.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	4,767.44	1.00	$4,767.44
1in Water Service	1.00	1,888.49	$1,888.49

Property owners desiring to be heard with reference to the proposed improvement will be heard at this meeting.

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No appeal may be taken as to the amount of any assessment adopted unless a written objection is signed by the property owner and filed with the City Clerk prior to the assessment hearing, or presented to the President of the Common Council at the hearing. Property owners may appeal the assessment to the district court pursuant to Minnesota Statutes, Section 429.081, by serving written notice of the appeal upon the Mayor or City Clerk within 30 days after the adoption of the assessment and filing such notice with the district court within 10 days after service upon the Mayor or City Clerk.

View/Pay Assessments Online:
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Property owners may prepay the entire assessment to the City Clerk whose office is located at 201 Fourth Street SE, Room 135, Rochester, Minnesota 55904. No interest is charged to a prepayment made within 30 days of adoption of the assessment by the Common Council. Prepayment outside the 30 day interest-free period is allowed any time prior to certification of the assessment or the first installment thereof to the County Auditor, with interest charged from the date of the resolution approving the assessment. If prepayment is not made, the amount will be certified to the County Auditor to be spread on the tax rolls over 10 years at an annual interest rate of 5.00 percent on the unpaid balance amortized.

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Dated this 24 day of February, 2026.

Office of the City Clerk of the City of Rochester, Minnesota
Phone: (507) 328-2900 Fax: (507) 328 -2901
cityclerk@rochestermn.gov

CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Bluhm, Jerry
1015 Double Eagle Ave SE
Rochester, MN 55904

NOTICE OF HEARING

Public Improvement and Assessment Hearing

As required by Minnesota Statutes Chapter 429, notice is hereby given that the Common Council of the City of Rochester, Minnesota, will meet in the Council/Board Chambers in the Government Center, 151 4th Street SE, Rochester, MN, on Monday, April 6, 2026 at 6:00 PM (view agenda at https://www.rochestermn.gov/meetings/council-meetings) to consider the making of the following local improvement project and the proposed assessments:

J7838: 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project

The area proposed to be assessed as a result of this public improvement project includes those lots or parcels legally described as follows:

SANDERSONS 2ND
SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-018 N45FT
LOTS 18 AND 19

64.01.11.020822
316 16 Ave SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $7,160.56.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	5,272.07	1.00	$5,272.07
1in Water Service	1.00	1,888.49	$1,888.49

Property owners desiring to be heard with reference to the proposed improvement will be heard at this meeting.

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CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Oakview Properties LLC
3845 Meadow Ridge Dr SW
Rochester, MN 55902

NOTICE OF HEARING

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WEIS RESUB
SECT-01 TWP-106 RANGE-014 WEIS RESUB LOT-003 BLOCK-001
LOT 3 BLK 1

64.01.11.024097
1657 4 St SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441. 11.
The total amount of the proposed assessment for this parcel is $1,888.49.

Item Description	Quantity	Unit Rate	Cost
1in Water Service	1.00	1,888.49	$1,888.49

Property owners desiring to be heard with reference to the proposed improvement will be heard at this meeting.

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Dated this 24 day of February, 2026.

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cityclerk@rochestermn.gov

CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

Vo, Phuong
208 16 Ave SE
Rochester, MN 55904

NOTICE OF HEARING

Public Improvement and Assessment Hearing

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SANDERSONS 2ND
SECT-01 TWP-106 RANGE-014 SANDERSON'S 2ND LOT-011 LOT 11

64.01.11.046084
208 16 Ave SE
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441.11.
The total amount of the proposed assessment for this parcel is $7,113.16.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	5,224.67	1.00	$5,224.67
1in Water Service	1.00	1,888.49	$1,888.49

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Dated this 24 day of February, 2026.

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CITY OF ROCHESTER MINNESOTA

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

Phone: 507-328-2900
Fax: 507-328-2901

Property Owner

City Of Rochester
201 4 St SE
Rochester, MN 55904

NOTICE OF HEARING

Public Improvement and Assessment Hearing

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J7838: 2 ST SE and 16 Ave SE Sanitary Sewer Maintenance Project

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CITY LANDS 107-14-36 STATE PLT
SECT-36 TWP-107 RANGE-014 CITY LANDS 107-14-36 STATE PLT LOT-058 27.27 AC LOT 58 & 59 LESS BEG AT SWCOR LOT 59 TH N227FT AL W LINE TO PT OF BEG TH N400FT TO S R-O-W OF E CEN ST TH E270FT TH S400FT TH W300FT TO BEG & LESS BEG AT SECOR LOT 59 TH W257FT TH N467FT TO PT OF BEG TH E100FT TH N TO S R-O-W OF E CENTER ST TH WLY TO A PT 160FT N OF PT OF BEG TH S160FT TO BEG ALSO LESS COM AT SECOR SD LOT 58 ALSO BEING SWCOR OF SEC 31 TH NW AL E LINE 33FT TO PT OF BEG SD PT ALSO BEING N R-O-W LINE OF 2ND ST SE TH SW AL SD R-O-W 50FT TH NW PAR WITH E LINE 496.81FT TH NW313.01FT TO THE BEG OF A CURVE TH NE437.19FT TO N LINE OF SD LOT 58 ALSO BEING SLY R-O-W LINE OF RR TH NE AL SD RR R-O-W 260.66FT TO NECOR OF SD LOT 58 ALSO BEING W LINE OF SW1/4 SD SEC 31 TH SE AL E LINE 1570.02FT TO PT OF BEG SEC 36-107-14

74.36.44.026837
1738 Center St E
Rochester, MN

The estimated cost for the ENTIRE project is $2,652,365.00
The total amount of the proposed assessment for all properties is $265,441. 11.
The total amount of the proposed assessment for this parcel is $34,038.43.

Item Description	Quantity	Unit Rate	Cost
Street Reconstruct 25%	34,038.43	1.00	$34,038.43

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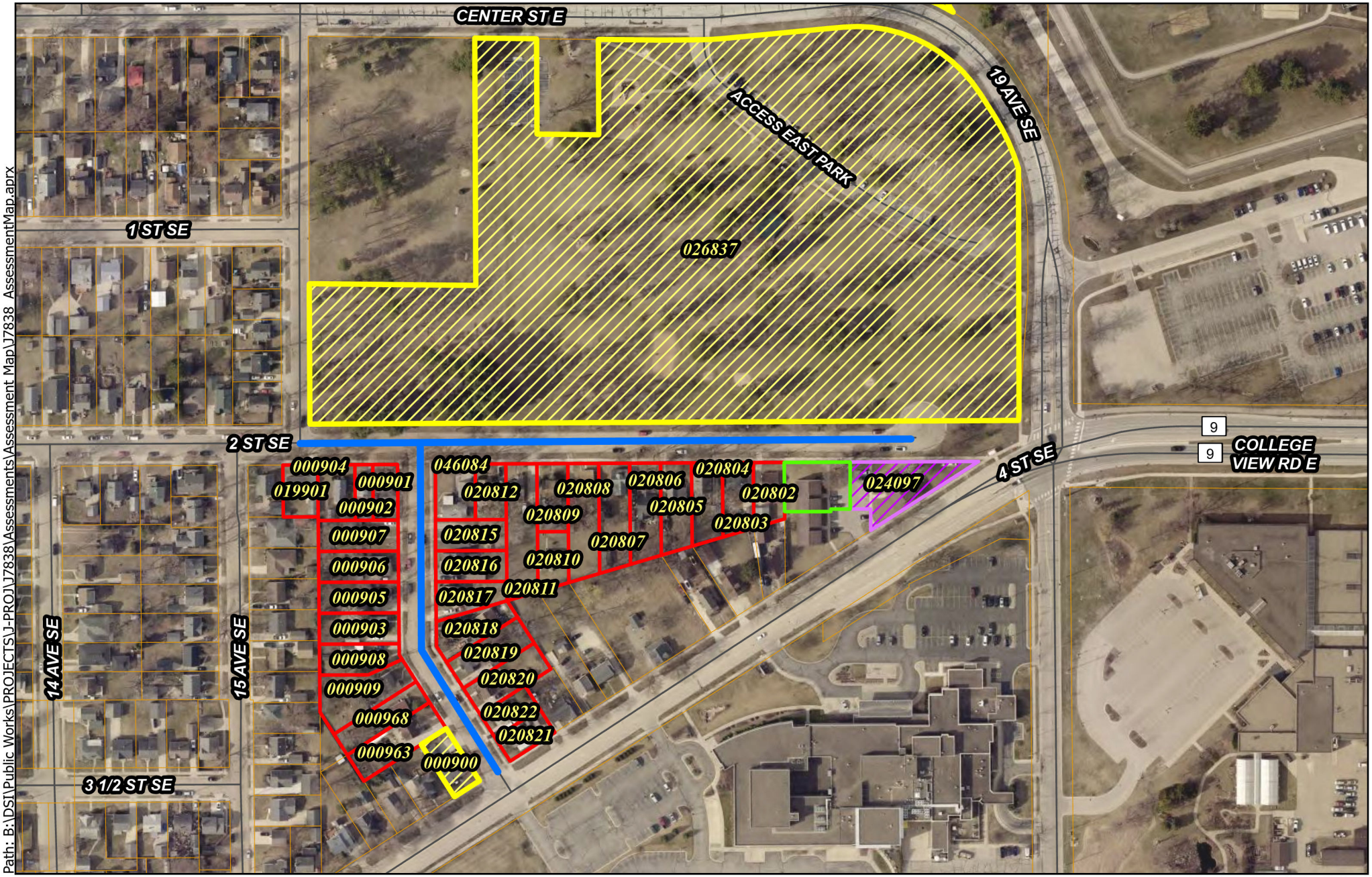
Minnesota Statutes, Sections 435.193 to 435.195, allows municipalities the option of deferring special assessments. In Rochester, assessments may be deferred when homesteaded property is owned by a person 65 years of age or older, by a person retired by virtue of a permanent physical disability, or by a person who is a member of the Minnesota National Guard or other military reserves who is ordered into active military service, as defined in Section 190.05, Subdivision 5b or 5c, as stated in the person's military orders, for whom it would be a hardship to make payments. Application forms are available from the City Clerk's office. Please note that the application must be filed within 60 days of the Council approval of the assessment or miscellaneous project.

Dated this 24 day of February, 2026.

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201 4th Street SE, Rochester, MN 55904 Phone: 507-328-2900 Fax: 507-328-2901 www.rochestermn.gov



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0 125 250

Feet

CITY OF ROCHESTER MINNESOTA

City Of Rochester, MN
Project No. J7838

Map Created On 1/27/2026

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

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

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

RESOLUTION

Ordering Improvement and Preparation of Plans for 2 St and 16 Ave SE Sanitary Sewer Maintenance Project - Project No. J7838

WHEREAS, a resolution of the Common Council of the City of Rochester adopted the 6th day of April, 2026, fixed a date for a council hearing on improvements for, 2 St and 16 Ave SE Sanitary Sewer Maintenance Project - Project No. J7838 (“Project”) and

WHEREAS, ten days’ mailed notice and two weeks’ published notice of the hearing was given, and the hearing was held thereon on the 6rd day of April, 2026, at which all persons desiring to be heard were given an opportunity to be heard thereon,

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

1. Such improvement is necessary, cost-effective, and feasible as detailed in the feasibility report.

2. Such improvement is hereby ordered as proposed in the council resolution adopted 6th day of April, 2026.

3. Such improvement has no relationship to the comprehensive municipal plan. (Satisfying Minn. Stat. § 462.356)

4. Plans and specifications prepared by WHKS & Co., engineer for such improvement pursuant to council resolution, a copy of which plans and specifications is attached hereto and made a part hereof, are hereby approved and shall be filed with the city clerk.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF

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

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF _____, 2026.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

RESOLUTION

Adopting Assessment for 2 St and 16 Ave SE Sanitary Sewer Maintenance Project - Project No. J7838

WHEREAS, pursuant to proper notice duly given as required by law, the council has met and heard and passed upon all objections to the proposed assessment for, 2 St and 16 Ave SE Sanitary Sewer Maintenance Project - Project No. J7838 ("Project") and

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

1. Such proposed assessment roll, a copy of which is attached hereto and made a part hereof, is hereby accepted and shall constitute the special assessment roll for the lands named therein, and each tract of land therein included is hereby found to be benefited by the proposed improvement in the amount of the assessment levied against it.

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

3. If prepayment is not made, the amount will be certified to the County Auditor to be spread on the tax rolls over a period of 10 years at an annual rate of 5 percent on the unpaid balance amortized.

4. Certification shall occur when the project is substantially complete. The clerk shall transmit a certified duplicate of this assessment to the county auditor to be extended on the property tax lists of the county. Such assessments shall be collected and paid over in the same manner as other municipal taxes.

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

Final Plat No. CD2026-003PLAT by Lennar

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Community Development

AGENDA SECTION:
Public Hearings

PRESENTER:
Desmond McGeough

Action Requested:

Adopting a Resolution approving Final Plat No. CD2026-003PLAT, by Lennar, to be known as Pebble Creek Sixth, with three conditions, for the subdivision of 56 acres of land into 108 residential lots.

Report Narrative:

The 56-acre site is located to the north of Behrens Ln NW, west of 60th Ave NW, and south of the 51st St NW. The proposed Final Plat, Pebble Creek Sixth, is the sixth phase of the Pebble Creek development. The remaining 330 undeveloped acres of the Pebble Creek Development are being acquired by Lennar Homes.

In March of 2025, an annexation petition (CD2025-001ANX) was filed for the annexation of the remaining 326.33 acres of the Pebble Creek development, alongside a concurrently running General Development Plan Amendment (CD2025-002GDP-A). On June 2, 2025, the City Council approved the Resolution for the Orderly Annexation of the 326-acre site, located in the Kalmar Township. The annexation resolution has since been approved by the State of Minnesota Boundary Adjustment Unit (MBAU), and the property has been incorporated into the City.

This is the first final plat to be submitted by Lennar Homes for development. On June 11, 2025, a Major Land Subdivision Preliminary Plat was approved for Pebble Creek, which consisted of 454 single-family residential lots and open space tracts over a 185-acre site. The subject property is zoned Low Density Residential – Small Lot (R-2). Both the previously approved Major Land Subdivision application and the subject Final Plat application are consistent with the underlying R-2 Zone District lot dimensional standards.

The subject final plat is also consistent with both the approved Major Land Subdivision and General Development Plan Amendment for Pebble Creek. The amended General Development Plan will facilitate a variety of homes on various lot sizes, including townhomes, age 55+ Senior Villas with an amenity center, and single-family homes. Single-family residential home sites with Pebble Creek will range in width from 45’ to 75’ wide. Specifically, Pebble Creek Sixth has a mix of lot widths to provide a variety of product types, ranging in width from 45’ to 60’.

This proposed subdivision will help address the City’s shortage of single-family housing units. The proposed low-density subdivision development is consistent with the P2S Comprehensive Plan Low Density Residential land use designation, the R-2 zoning district that will be applied over the area and the approved General Development Plan. Amendment.

The Development Review Team recommends approval of CD2026-003PLAT, subject to the following conditions:

1. Prior to submission and recording of Final Plat mylars, the applicant shall update the Final Plat document by addressing the following items:
    a. Provide 3.5 acres of land adjacent to “Outlot D” to be a dedicated parkland easement to be subsequently transferred to the City; or, dedicate the 3.5 acres of land to the City as part of this final plat
    b. A 30-foot-wide pedestrian facilities easement is required on Outlot A over the location of the proposed midblock crossing from the north line of Pebble Creek Court NW to the north line of Outlot A.
    c. Coordinate with Olmsted County Public Works GIS Division to revise street names in accordance with the GIS referral letter dated March 23, 2026, and update the final plat street names on the mylar copies.
2. Prior to the recordation of the Final Plat mylars:
    a. Grading, Civil, and Storm Water Management Plans shall be approved by the City Engineer.
    b. Full execution of the Development Agreement by Owner and City and recording of the agreement by the City shall be required.
    c. The midblock crossing from the north line of Pebble Creek Court NW to the north line of “Outlot A” shall be dedicated by separate document so the easement can be shown on the Final Plat mylars with applicable document number notated.
    d. A City prepared Maintenance Declaration is required for Outlot B, C & E is required. Recording shall occur immediately after recording Pebble Creek Sixth Final Plat mylars.
    e. The applicant shall make payment to the Rochester Park and Recreation Department for the City planting of required boulevard trees or execute a Boulevard Tree Green Facilities agreement to be recorded by the City.
3. After recordation of the final plat, “Outlot F” shall be transferred to the City and an area in the southwest comer of Outlot F shall be designated for the RPU Booster Station.

Priorities & Foundational Principles:

Economic Vibrancy & Growth Management
Fiscal Responsibility & Sustainability

Policy Considerations & DEI Impact:

The proposed plat achieves the Comprehensive Plan core principles of economic vibrancy and growth management, and fiscal responsibility and sustainability.

Prior Legislative Actions & Community Engagement:

May 6, 2025: Major Land Subdivision Neighborhood Information Meeting
June 2, 2025: Council Meeting - Resolution Approval of 326-acre annexation petition
June 11, 2025: Planning and Zoning Commission Report and Recommendation - Pebble Creek 6th Major Land Subdivision
June 27, 2025: Public Hearing Notification mailed and published in the newspaper- Pebble Creek 6th Major Land Subdivision
July 7, 2025: Council Public Hearing - Pebble Creek 6th Major Land Subdivision
March 27, 2026: Public Hearing Notification mailed and published in the newspaper- Pebble Creek 6th Final Plat

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:
Desmond McGeough

Attachments:
CD Memo - CD2026-003PLAT - Pebble Creek Sixth Final Plat

Development Timeline Exhibit - -CD2026-003PLAT - Pebble Creek Sixth Final Plat

Notification Map Exhibit - CD2026-003PLAT - Pebble Creek Sixth Final Plat

Location Map Exhibit - CD2026-003PLAT- Pebble Creek Sixth Final Plat

Final Plat Exhibit - CD2026-003PLAT - Pebble Creek Sixth Final Plat

Approved GDP - CD2026-003PLAT - Pebble Creek Sixth Final Plat

Preliminary Plat Exhibit - CD2026-003PLAT- Pebble Creek Sixth Final Plat

Agency Review Comment - CD2026-003PLAT - Pebble Creek Sixth Final Plat

Resolution - CD2026-003PLAT - Pebble Creek Sixth Final Plat

ROCHESTER COMMUNITY DEVELOPMENT

City of Rochester, Minnesota
4001 W River Parkway NW, Suite 100
Rochester, MN 55901-7090

Phone: 507-328-2950
Fax: 507-328-2401
Email: CommunityDevelopment@rochestermn.gov

City Council	April 6, 2026

Prepared By: Rochester Community Development Department

Request: Final Plat #CD2026-003PLAT, by Lennar, to be known as Pebble Creek Sixth, for the subdivision of 56.19 acres into 108 residential lots.

Location: The site is located on the west side of 60th Ave NW, south of 51st St NW and approximately 1,200 feet north of the intersection of Behrens Ln. NW with 60th Ave. NW.
(PINS: 035045, 072390, 088414)

Applicant: Lennar: Steve Troskey

Consultant: WSE Massey Engineering and Surveying

COUNCIL SUMMARY

Approval Body: Rochester City Council

Application Type: Final Plat

What is Considered: The Final Plat is intended to ensure that all aspects of the approved Major Land Subdivision Permit are accurately documented and recorded in the public land records through the preparation of a subdivision plat meeting the requirements of Minnesota Law.

During the Final Plat review, Council evaluates the subdivision for conformance with lot development standards, such as lot size, vehicle and pedestrian access /connectivity, public utility needs, and conformance with the conditions of the Major Land Subdivision. Site design standards, such as building and parking lot location, height, and setbacks, are not part of the plat review.

The conditions for approval of the Badger Heights Major Land Subdivision Preliminary Plat application have been addressed. Status of satisfying with conditions of the Major Land Subdivision application is provided further below in the Final Plat application memo.

Development Review Team Recommendation: Approval with conditions:

1. Prior to submission and recording of Final Plat mylars, the applicant shall update the Final Plat document by addressing the following items:
    a. Provide 3.5 acres of land adjacent to “Outlot D” to be a dedicated parkland easement to be subsequently transferred to the City; or, dedicate the 3.5 acres of land to the City of Rochester as part of this final plat

b. A 30-foot-wide pedestrian facilities easement is required on Outlot A over the location of the proposed midblock crossing from the north line of Pebble Creek Court NW to the north line of Outlot A.
c. Coordinate with Olmsted County Public Works GIS Division to revise street names in accordance with the GIS referral letter dated March 23, 2026, and update the final plat street names on the mylar copies.

2. Prior to the recordation of the Final Plat mylars:
   a. Grading, Civil, and Stormwater Management Plans shall be approved by the City Engineer.
   b. Full execution of the Development Agreement by Owner and City and recording of the agreement by the City shall be required.
   c. The midblock crossing from the north line of Pebble Creek Court NW to the north line of “Outlot A” shall be dedicated by separate document so the easement can be shown on the Final Plat mylars with applicable document number notated.
   d. A City prepared Maintenance Declaration is required for Outlot B, C & E is required. Recording shall occur immediately after recording Pebble Creek Sixth Final Plat mylars.
   e. The applicant shall make payment to the Rochester Park and Recreation Department for the City planting of required boulevard trees or execute a Boulevard Tree Green Facilities agreement to be recorded by the City.

3. After recordation of the final plat, “Outlot F” shall be transferred to the City of Rochester and an area in the southwest comer of Outlot F shall be designated for the RPU Booster Station.

PROJECT SUMMARY

The 56-acre site is located to the north of Behrens Ln NW, west of 60th Ave NW and south of the 51st St NW. The proposed Final Plat, Pebble Creek Sixth, is the sixth phase of the Pebble Creek development. The remaining 330 undeveloped acres of the Pebble Creek Development are being acquired by Lennar Homes.

In March of 2025, an annexation petition (CD2025-001ANX) was filed for annexation of the remaining 326.33 acres of the Pebble Creek development, alongside a concurrently running General Development Plan Amendment (CD2025-002GDP-A). On June 2, 2025, the City Council approved the resolution for the Orderly Annexation of the 326-acre site, located in the Kalmar Township. The annexation resolution has since been approved by the State of Minnesota Boundary Adjustment Unit (MBAU) and the property has been incorporated into the City of Rochester.

This is the first final plat to be submitted by Lennar Homes for development. On June 11, 2025, a Major Land Subdivision Preliminary Plat was approved for Pebble Creek, which consisted of 454 single family residential lots and open space tracts over a 185-acre site.

The subject property is zoned Low Density Residential – Small Lot (R-2). Both the previously approved Major Land Subdivision application and the subject Final Plat application are consistent with the underlying R-2 Zone District lot dimensional standards.

The subject final plat is also consistent with both the approved Major Land Subdivision and General Development Plan Amendment for Pebble Creek. The amended General Development Plan will facilitate a variety of homes on various lot sizes, including townhomes, age 55+ Senior Villas with an amenity center, and single-family homes products. Single family residential home sites with Pebble Creek will range in width from 45' to 75' wide. Specifically, Pebble Creek 6th has a mix of lot widths to provide a variety of product types, ranging in width from 45' to 60'.

This proposed subdivision will help in addressing the city's shortage of single-family housing units. The proposed low-density subdivision development is consistent with the P2S Comprehensive Plan Low Density Residential land use designation, the R-2 zoning district that will be applied over the area and the approved General Development Plan. Amendment.

DEVELOPMENT REVIEW	
Land Use/ Zoning	The P2S comprehensive plan identifies the subject property as "Low Density Residential". The property is currently has been brought into the City of Rochester under the default prescribed R-2 zoning district. North: The property to the north of the subject subdivision is zoned R-2, and has single family development (Previously developed Pebble Creek Subdivisions) East: The property to the east of the subdivision is zoned R-1 Mixed Single Family Residential (Kingsbury Hills Subdivisions). South: The property to the south of the final plat subdivision is zoned R-2, and also part of the Pebble Creek Development. West: The property to the west of the final plat subdivision is zoned R-2, and also part of the Pebble Creek Development
Streets and Access	A Traffic Impact Study for Pebble Creek GDP was completed and accepted by the Public Works Department in 2003. The updated GDP plan & preliminary plat received approval subject to the approval of updated traffic study, which since has been accepted by the City of Rochester and Olmsted County Public Works Departments. The Pebble Creek General Development Plan area is bound by 60th Ave NW (CSAH 44) on the east and the 55th St NW alignment on the north side of the site. The City of Rochester will be constructing 55th St. NW, an arterial road alignment on the north side of the development. Pebble Creek Sixth will add two more

	access points onto 60th Ave. NW (Kingsbury Dr. NW & Gatehouse Dr. NW.) A copy of the approved Amended General Development Plan for Pebble Creek containing the approved street layout for the project has been attached for reference.
Grading & Stormwater Management	The development's storm water runoff will be captured on site and collected in storm drains which are routed to stormwater management ponds located on the north and south sides of the final plat (Outlot A & D). The Grading, Civil and Stormwater Management Plan are currently in the review process and approval is required. Prior to the recordation of this final plat, all Grading, Civil and Stormwater Management Plans must be approved. A condition of approval has been included addressing this requirement.
Wetlands/Decorah Edge/Floodplain	The Local Governmental Agency Review of the Major Land Subdivision notes that there are several areas of hydric soils within the development overall. The flood prone soils within the platted area for Pebble Creek Sixth are located in Outlot D and Outlot F, thus having no impact effect on the platted residential lots.
Public Facilities	This Property is subject to an existing Development Agreement and Supplemental Development Agreement. However, existing terms in the current Development Agreement and Supplemental Development Agreement were based on the previously adopted General Development Plan. The execution of a new / updated Development Agreement, to replace the existing agreements, is required to address applicable terms and obligations specifically related to the current development proposal for onsite and offsite public improvements. A City-prepared Development Agreement has been provided to the Owner for signature. Full execution of the Development Agreement by Owner and City and recording of the agreement by the City is required prior to recording of this Final Plat. A condition of approval has been included requiring the recordation of the development agreement prior to recordation of the final plat.
Utilities	Presently, public facilities exist and are available to service the site. The development is proposed to connect to existing sewer and water line stubs, located within local streets of the previous phases of Pebble Creek and 60th Avenue NW. Static water pressures within the property served by the NW High Pressure Level will range from the low 40's PSI to the mid 60's PSI. The NW High Pressure Level will serve up to an elevation of 1180 feet. Any development above elevation of 1180 feet will require a new booster station to be constructed within the development. It is RPU Water understanding that Outlot F is to be dedicated to the City of Rochester for a booster station site. A condition of approval has been added requiring that Outlot F be

	dedicated to the City of Rochester for the booster station after recordation of the plat.
Parkland Dedication	Parkland dedication is predicated on the subdivision of land for residential purposes and will be applicable to the residential development of these lots. Pebble Creek Sixth will be responsible for 2.64 acres of parkland dedication. The previous five Pebble Creek plats are responsible for 2.48 acres The Pebble Creek Fourth plat previously dedicated 2.32 acres of parkland to the City, which is intended to be transferred back to the developer in exchange for parkland dedication as part of Pebble Creek Sixth. Previous plats combined with the current one, and after the 2.32-acre parkland located within the GDP is transferred back to the developer, the amount of parkland required will amount to a total of 5.12 acres. The City is requiring approximately 3.5 acres in the proposed future southern park location (adjacent to Outlot D) to either be platted as an easement or dedicated to the City as part of this plat. The remaining parkland dedication will be required once the remaining area of the southern park location is developed. A condition of approval has been included requiring the 3.5 acres, adjacent to Outlot D be platted as a parkland easement or dedicated to the City of Rochester as a part of this plat, prior to the recordation of the subdivision.
Boulevard Trees	Boulevard Trees are required by the UDC on public streets, to be spaced at a rate of one tree per every 50' of linear foot of street on each side. Trees will be specifically reviewed for species, locational criteria, and site conditions upon submittal of a separate planting permit at a time closer to when tree planting is expected. As such, prior to recording Final Plat, the applicant shall either make a payment to the Rochester Parks and Recreation Department, if they seek City planting of the required trees, or they may enter into a Boulevard Tree Green Facilities Agreement for the required number of trees for this subdivision, which will allow the owner to plant the trees within 5 years of recordation of the plat. Such agreement must be executed by the owner and recorded by the City prior to the recording of the subject plat.

MAJOR LAND SUBDIVISION CRITERIA – STANDARDS FOR APPROVAL

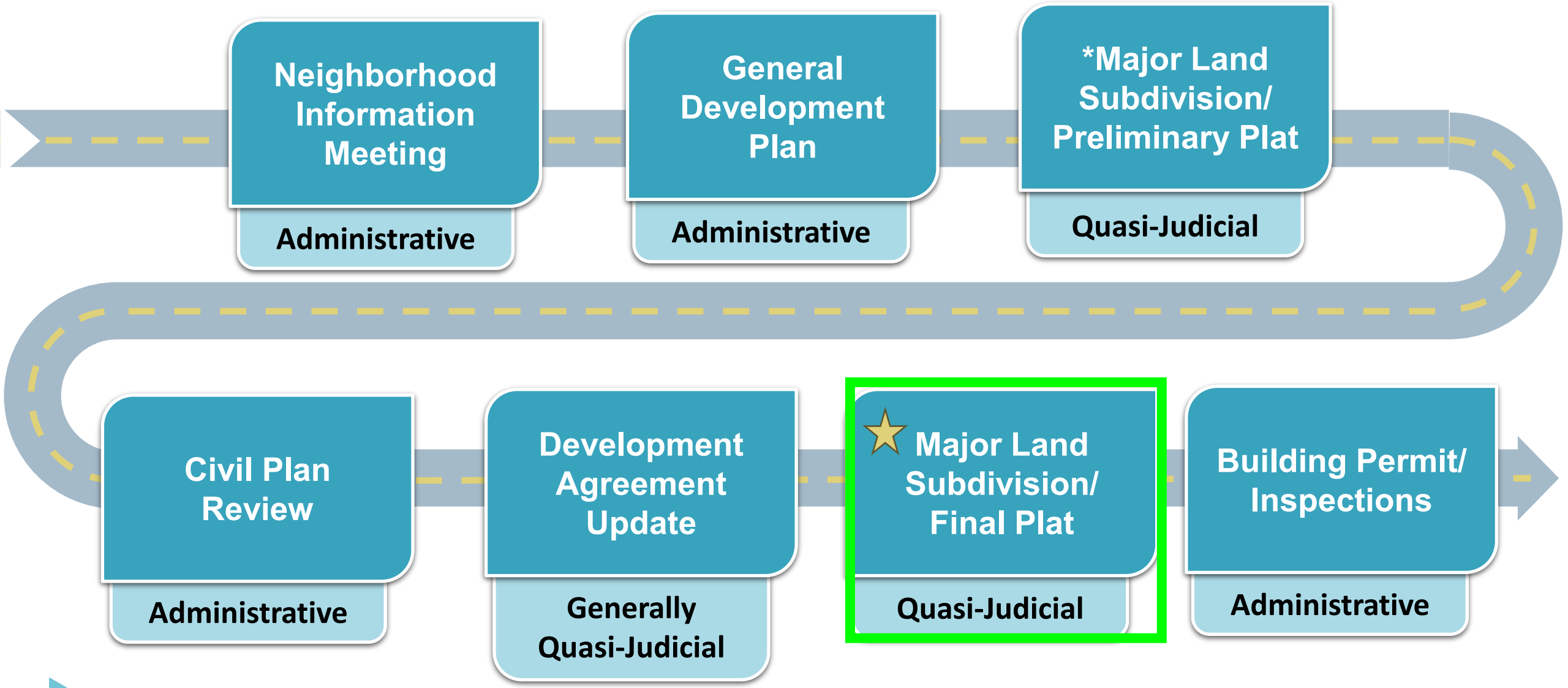
The Community Development Team has reviewed the Major Land Subdivision for conformance with the Unified Development Code and recommends that all Major Land Subdivision findings are met (Section 60.500.040G.4).

The Development Review Team recommends APPROVAL WITH CONDITIONS, as outlined in the City Council Summary above.

ATTACHMENTS

1. Development Process
2. Notification Map
3. Location Map
4. Final Plat Subdivision Exhibit
5. Approved General Development Plan (CD2025-003GDP-A)
6. Approved Major Land Subdivision (CD2025-022PLAT)
7. Review Comments

Pebble Creek Sixth Final Plat

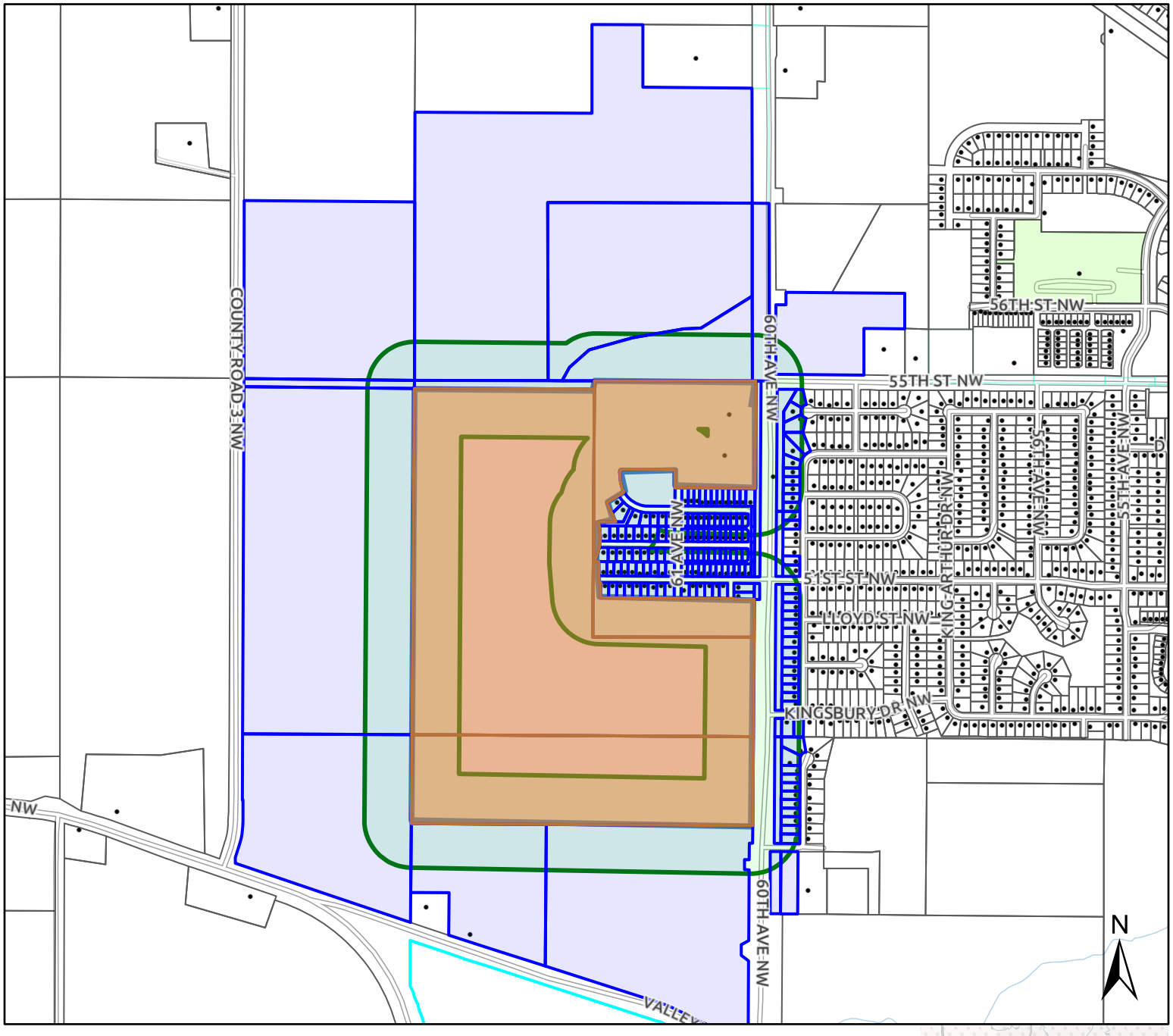


CD2026-003PLAT Pebble Creek Sixth

3/17/2026 Olmsted County Geographic Information Systems

0 0.1 0.1 0.2 0.3 mi

Scale: 1:18,056

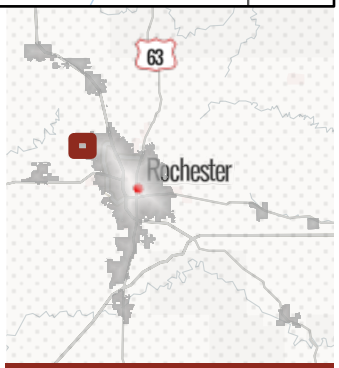


Site of Interest

Notification Locations

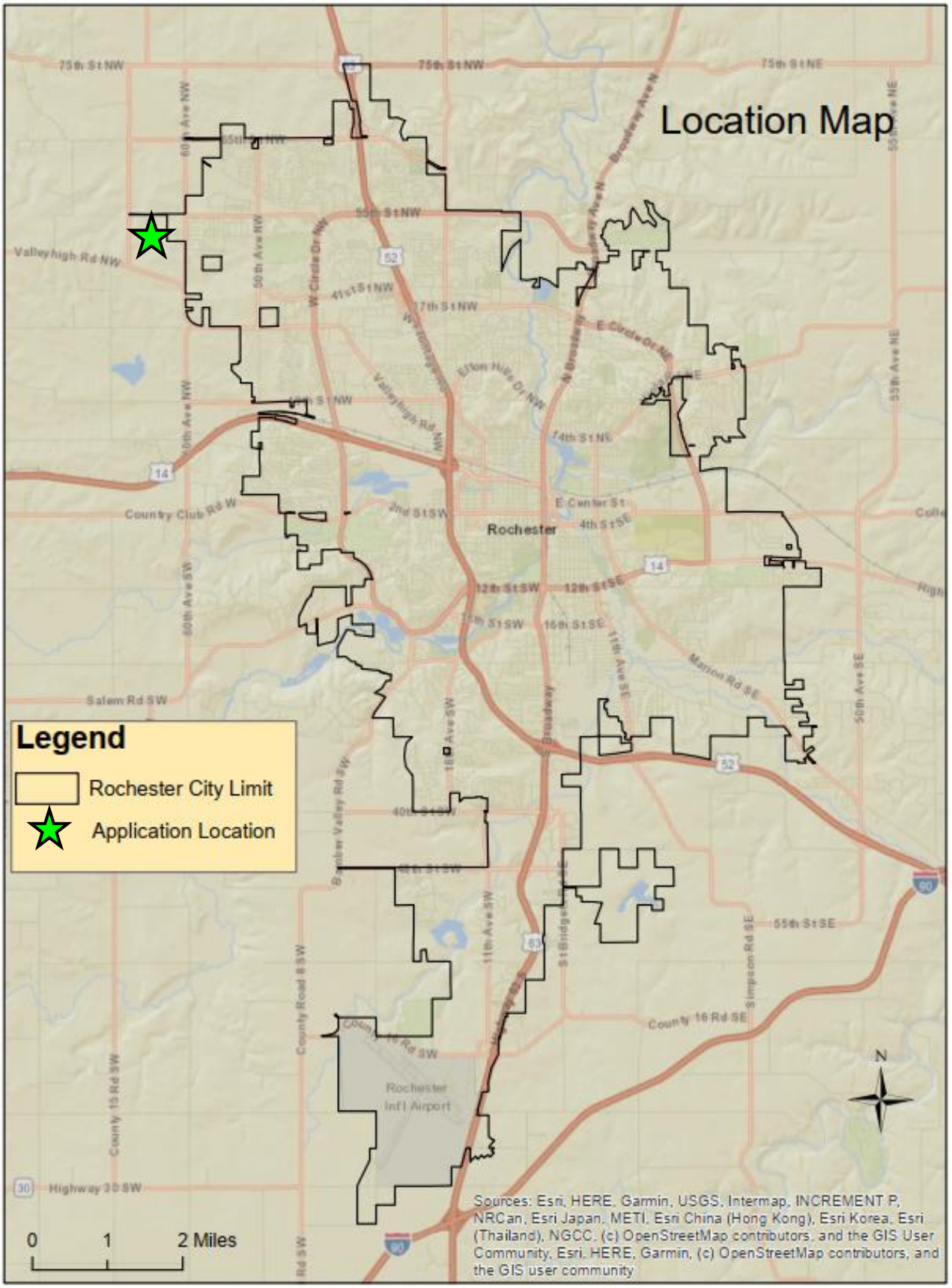
Notification Perimeter

Final Plat #CD2026-043PLAT, by Lennar, to be known as Pebble Creek Sixth, for the subdivision of 56 acres of land into 108 residential lots 6 out lots. The site is located east of the intersection of Kingsbury Dr NW and 60th Ave NW.
PIN 035045; 072390; 088414
NOTIF Area 350FT
Ward 3



OLMSTED COUNTY
MINNESOTA

This document is not guaranteed to be 508C. For accessible maps, please contact the author or Olmsted County GIS. Olmsted County is not responsible for omissions or errors contained herein. If discrepancies are found within this map please notify Olmsted County GIS at (507) 328-7100, gissupport@olmstedc
Public Works Service Center 1188 50 St SE, Rochester, MN 55904.
Esri Community Maps Contributors, MN Dept Natural Resources, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS, MN Dept Natural Resources, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS, USFWS


Location Map
Legend
Rochester City Limit
Application Location
Rochester
Rochester Int'l Airport
0
1
2 Miles
N
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

PEBBLE CREEK SIXTH

INSTRUMENT OF DEDICATION

KNOW ALL PERSONS BY THESE PRESENTS: That DRP MN 3, LLC, a Delaware limited liability company, owner and proprietor of the following described property situated in the City of Rochester, State of Minnesota, to wit:

That part of the East One-Half of Section 13, Township 107 North, Range 15 West, Olmsted County, Minnesota, described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 13; thence South 00 degrees 08 minutes 24 seconds West (NOTE: All Bearings are in relationship with the Olmsted County Coordinate System NAD '83, Adjusted 1996), along the east line of said Northeast Quarter, 1620.10 feet to the southeast corner of PEBBLE CREEK, according to the plat thereof and to the POINT OF BEGINNING; thence North 89 degrees 51 minutes 36 seconds West, along the south line of said PEBBLE CREEK, 100.00 feet to the west right-of-way line of 60th Avenue NW (C.S.A.H. NO. 44) according to the OLMSTED COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 246; thence South 00 degrees 08 minutes 24 seconds West, along said west right-of-way line, 246.00 feet; thence South 52 degrees 22 minutes 31 seconds West, 119.20 feet; thence North 89 degrees 51 minutes 36 seconds West, 992.85 feet; thence South 27 degrees 13 minutes 30 seconds West, 357.81 feet; thence southeasterly 54.21 feet along a non-tangential curve, concave northeasterly, having a central angle of 03 degrees 00 minutes 46 seconds, radius of 1031.00 feet, chord of said curve bears South 64 degrees 16 minutes 53 seconds, 54.21 East feet; thence South 33 degrees 08 minutes 24 seconds West, not tangent to said curve, 118.05 feet; thence South 31 degrees 08 minutes 47 seconds West, 96.84 feet; thence South 28 degrees 42 minutes 38 seconds West, 449.49 feet; thence northwesterly 190.74 feet along a non-tangential curve, concave northeasterly, having a central angle of 11 degrees 16 minutes 00 seconds, radius of 970.00 feet, chord of said curve bears North 65 degrees 09 minutes 01 seconds West, 190.43 feet; thence South 28 degrees 42 minutes 38 seconds West, not tangent to said curve, 204.03 feet; thence Southerly 45.38 feet along a tangential curve, concave southeasterly, having a central angle of 11 degrees 18 minutes 21 seconds, radius of 230.00 feet; thence South 72 degrees 35 minutes 43 seconds East, not tangent to said curve, 712.02 feet; thence South 17 degrees 24 minutes 17 seconds West, 5.00 feet; thence South 72 degrees 35 minutes 43 seconds East, 203.89 feet; thence South 89 degrees 55 minutes 23 seconds East, 640.66 feet; thence South 00 degrees 04 minutes 37 seconds West, 213.97 feet; thence South 89 degrees 55 minutes 23 seconds East, 122.62 feet; thence South 00 degrees 04 minutes 37 seconds West, 130.00 feet; thence North 89 degrees 55 minutes 23 seconds West, 300.00 feet; thence South 00 degrees 04 minutes 37 seconds West, 388.32 feet; thence South 57 degrees 42 minutes 02 seconds East, 475.21 feet to the right-of-way corner B7 on OLMSTED COUNTY RIGHT OF WAY PLAT NO. 245; thence South 89 degrees 53 minutes 53 seconds East, 180.00 feet to the east line of the Southeast Quarter of said Section 13; thence North 00 degrees 06 minutes 07 seconds East, along said east line, 1622.74 feet to the East Quarter corner of said Section 13; thence North 00 degrees 08 minutes 24 seconds East, along the east line of said Northeast Quarter, 1017.51 feet to the POINT OF BEGINNING.

Said parcels contain 56.19 acres, more or less.

Has caused the same to be surveyed and platted as PEBBLE CREEK SIXTH and does hereby dedicate to the public for public use, the public ways and drainage and utility easements as created by this plat.

In witness whereof, DRP MN 3, LLC, a Delaware limited liability company, has caused these presents to be signed by its proper officer this_____ day of_____, 20____.

Signed: DRP MN 3, LLC

_____
Brian Clausen, Authorized Signatory

STATE OF MINNESOTA
COUNTY OF_____

This instrument was acknowledged before me on this _____ day of _____, 20_____, by Brian Clausen, Authorized Signatory of DRP MN 3, LLC, a Delaware limited liability company

_____ _____
Printed Notary Public Name Notary Public, _____ County _____
My Commission Expires _____

SURVEYOR'S CERTIFICATE

I Reinhold W. Zieman do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this_____day of _____, 20_____.

_____
Reinhold W. Zieman, Licensed Land Surveyor
Minnesota License No. 59823

STATE OF MINNESOTA
COUNTY OF DODGE

This instrument was acknowledged before me on this_____day of_____, 20_____ by Reinhold W. Zieman.

_____ _____
Notary Printed Name Notary Public, Dodge County, MN
My Commission Expires _____

CITY APPROVAL
STATE OF MINNESOTA
COUNTY OF OLMSTED
CITY OF ROCHESTER

This plat was approved and accepted by the City Council of the City of Rochester, Minnesota at a regular meeting thereof held this _____day of _____, 20_____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By: _____
City Clerk, Rochester, MN

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20___.

_____
Olmsted County Surveyor

PROPERTY RECORDS AND LICENSING

Taxes payable in the year 20___ on the land herein described have been paid, there are no delinquent taxes and transfer entered this _____ day of _____, 20____.

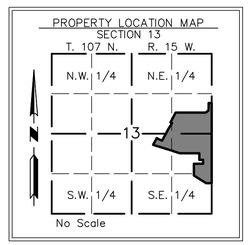
DOCUMENT NUMBER _____

I hereby certify that this instrument was filed in the Office of Property Records and Licensing for the record on this _____, day of _____, 20___, at _____ o'clock __M., and was duly recorded in the Olmsted County Records.

_____
Director of Property Records & Licensing

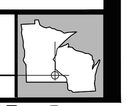
_____
Deputy

PROPERTY LOCATION MAP
SECTION 13
T. 107 N. R. 15 W.



No Scale

WSE MASSEY ENGINEERING & LAND SURVEYING LTD.
P.O. BOX 100, KASSON, MN 55944
PH. NO. 507-634-4505, EMAIL SURVEY@WSE.ENGINEERING



COMPUTER FILE: 5001SF03.DWG

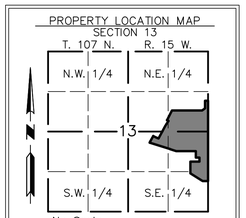
PROJECT NUMBER: 5001

PEBBLE CREEK SIXTH

MONUMENTS

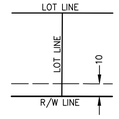
- ○ SET (5/8" PIPE WITH CAP 59823 UNLESS NOTED OTHERWISE)
- ● Found Monuments (5/8" PIPE UNLESS NOTED OTHERWISE)

PROPERTY LOCATION MAP
SECTION 13
T. 107 N. R. 15 W.



No Scale

UTILITY EASEMENTS ARE SHOWN THUS:



D.U.E.=DRAINAGE AND UTILITY EASEMENT
C.=CHORD
BRG.=BEARING
U.E.=UTILITY EASEMENT

WETLANDS DELINEATED BY MIDWEST NATURAL RESOURCES, INC. MAY 2025

CONTROLLED ACCESS

BASIS OF BEARINGS
All Bearings are in relationship with the Olmsted County Coordinate System NAD '83, Adjusted 1996.

0 25 50 75 100
SCALE IN FEET

CIM
NE COR NE 1/4
SEC. 13-107-15

S 00°08'24" W 1620.10

SE COR PEBBLE CREEK

P.O.B.

S. LINE PEBBLE CREEK

N 89°51'36" W 100.00

100

BLOCK 1

1

2

PEBBLE CREEK

OUTLOT B

60 AVENUE NW

(C.S.A.H. NO. 44)

S 00°08'24" W 246.00

E. LINE NE 1/4 SEC. 13

100

S 52°22'31" W 119.20

UNPLATTED

N 89°51'36" W 992.85

431.47

561.38

OUTLOT A

UNPLATTED

S 27°13'30" W 357.81

152.14

S 33°08'24" W 119.07

20 D.U.E.

35 D.U.E.

20 D.U.E.

126.97

S 36°35'49" E 130.00

N 32°10'03" E

87.04

N 00°08'24" E

N 17°24'17" E 282.17

53.67

S 22°43'21" E 198.96

N 44°47'53" E 130.00

145.29

Δ=81°23'41" L=85.24

Δ=10°26'08" L=10.93

Δ=46°33'45" L=48.76

Δ=44°57'32" L=47.06

60 RADIUS

S 89°45'25" W 130.00

97.48

S 20°58'05" W

Δ=59°03'27" L=61.84

62.20

S 64°12'21" E 200.83

62.67

75.96

144.67

143.87

S 22°54'31" W

138.36

S 18°35'32" W

BLOCK 1

1

2

3

4

5

6

7

8

N 17°24'17" E 86.54

50.00

55.00

S 72°35'43" E 127.48

Δ=30°50'44" L=32.30

Δ=23°34'43" R=60.00 L=24.69

S 72°35'43" E 155.58

Δ=17°49'51" R=60.00 L=18.67

S 72°35'43" E 156.46

127.46

45.00

43.63

S 17°24'17" W 64.00

S 72°35'43" E 156.46

45.00

30

255.00

N 17°24'17" E

Δ=04°18'59" L=73.06

Δ=04°18'59" L=73.06

Δ=01°11'15" L=20.10

31.00

Δ=09°49'13" R=1000.00 L=171.39

57.92

S 77°10'09" E 12.54

92.96

N 62°24'17" E 19.80

49.00

37.00

KINGSBURY DRIVE NW

PEBBLE CREEK COURT NW

Δ=06°47'55" L=122.22

S 72°35'43" E 244.38

150.88

SEE SHEET 3

37.00

N 68°01'17" W 12.54

S 27°35'43" E 19.80

OUTLOT F

DRAINAGE EASEMENT OVER THE ENTIRETY OF OUTLOT F

BLOCK 2

1

2

3

4

5

N 72°35'43" W 130.00

Δ=41°24'35" R=60.00 L=43.36

24.63

55.00

N 72°35'43" W 130.00

N 72°35'43" W 130.00

61.00

N 27°35'43" W 19.80

S 17°24'17" W 106.00

116.00

S 30°32'00" W 66.04

121.19

S 72°35'43" E 281.19

Δ=17°19'40" L=140.63

OUTLOT E

WETLAND

WETLAND

571.62

852.51

N 00°08'24" E 1017.51

OLMSTED COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 246

60 AVENUE NW

(C.S.A.H. NO. 44)

N 45°06'31" E 62.47

44.15

397.40

44.15

35.00

S 89°55'23" E 426.52

S 89°55'23" E 100.00

KINGSBURY DRIVE NW

Δ=17°19'40" R=500.00 L=151.21

SEE SHEET 4

KINGSBURY DRIVE NW

OUTLOT C

232.19

Δ=17°19'40" L=161.80

OUTLOT C

426.48

125.38

23.86

68.47

10 D.U.E.

107.48

S 73°44'[illegible]

OUTLOT B

REEK PARKWAY NW

250.00

S 62°24'17" W 19.80

41.00

61.00

53.00

S 72°35'43" E 273.00

53.00

130.00

130.00

130.00

53.00

BLOCK

1

WSE MASSEY
ENGINEERING & LAND SURVEYING LTD.
P.O. BOX 100, KASSON, MN 55944
PH. NO. 507-634-4505, EMAIL SURVEY@WSE.ENGINEERING

PEBBLE CREEK SIXTH

MONUMENTS
- ○ SET (5/8" PIPE WITH CAP 59823 UNLESS NOTED OTHERWISE)
- ● Found Monuments (5/8" PIPE UNLESS NOTED OTHERWISE)

PROPERTY LOCATION MAP
SECTION 13
T. 107 N. R. 15 W.
N.W. 1/4 N.E. 1/4 13 S.W. 1/4 S.E. 1/4
No Scale

UTILITY EASEMENTS ARE SHOWN THUS:
LOT LINE
LOT LINE
10
R/W LINE

BASIS OF BEARINGS
All Bearings are in relationship with the Olmsted County Coordinate System NAD '83, Adjusted 1996.
0 25 50 75 100
SCALE IN FEET

D.U.E.=DRAINAGE AND UTILITY EASEMENT
C.=CHORD
BRG.=BEARING
U.E.=UTILITY EASEMENT
WETLANDS DELINEATED BY MIDWEST NATURAL RESOURCES, INC. MAY 2025

UNPLATTED

OUTLOT B

OUTLOT A

OUTLOT C

S. LINE NE 1/4 SEC. 13
N. LINE SE 1/4 SEC. 13

S 28°42'38" W 449.49
317.41
S 31°08'47" W 96.84
S 33°08'24" W 119.07

Δ=03°01'18" R=1030.00 L=54.32
C.BRG.=S 64°17'09" E C.=54.31

KINGSBURY DRIVE NW
Δ=06°47'55" L=122.22
R=1000.00 L=171.39
SEE SHEET 2

PEBBLE CREEK COURT NW

PEBBLE CREEK PARKWAY NW

KINGSBURY DRIVE NW
Δ=17°19'40" L=140.63
Δ=17°19'40" R=500.00 L=151.21
Δ=17°19'40" L=161.80

BLOCK 3
BLOCK 4
BLOCK 5
BLOCK 6

IRIS DRIVE NW
Δ=17°19'40" R=420.00 L=127.02

WINDWARD LANE NW
Δ=17°19'40" R=400.00 L=120.97

SILVERLEAF WAY NW
Δ=11°16'00" R=970.00 L=190.74
Δ=11°18'21" R=1000.00 L=197.32
Δ=11°18'21" L=33.55
Δ=11°18'21" R=230.00 L=45.38
C.BRG.=S 23°03'28" W C.=45.31

PEBBLE CREEK PARKWAY NW
MATCH LINE SHEET 4
SEE SHEET 4

S 72°35'43" E 713.02
S 17°24'17" W 5.00

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PEBBLE CREEK SIXTH

OUTLOT B

OUTLOT C

KINGSBURY DRIVE NW

IRIS DRIVE NW

WINDWARD LANE NW

PEBBLE CREEK PARKWAY NW

GATEHOUSE DRIVE NW

BLOCK 3

BLOCK 4

BLOCK 7

UNPLATTED

S. LINE NE 1/4 SEC. 13
N. LINE SE 1/4 SEC. 13

COMPUTED LOCATION
NO MONUMENT IN PLACE
E 1/4 CORNER
SEC. 13-107-15

624516

N 00°06'07" E 1622.74

60 AVENUE NW
(C.S.A.H. NO. 44)

OLMSTED COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 245

60 AVENUE NW
(C.S.A.H. NO. 44)

SEE SHEET 2

SEE SHEET 3

SEE SHEET 5

S 89°55'23" E 426.52

S 89°55'23" E 100.00

S 89°55'23" E 256.58

S 89°55'23" E 559.89

S 89°55'23" E 640.66

S 89°55'23" E 279.99

S 17°24'17" W 5.00

S 72°35'43" E 202.89

MONUMENTS

- SET (5/8" PIPE WITH CAP 59823 UNLESS NOTED OTHERWISE)
- Found Monuments (5/8" PIPE UNLESS NOTED OTHERWISE)

PROPERTY LOCATION MAP
SECTION 13
T. 107 N. R. 15 W.
N.W. 1/4 N.E. 1/4
S.W. 1/4 S.E. 1/4
No Scale

UTILITY EASEMENTS ARE SHOWN THUS:
LOT LINE
LOT LINE
10
R/W LINE

D.U.E.=DRAINAGE AND UTILITY EASEMENT
C.=CHORD
BRG.=BEARING
U.E.=UTILITY EASEMENT

WETLANDS DELINEATED BY MIDWEST NATURAL RESOURCES, INC. MAY 2025
CONTROLLED ACCESS

BASIS OF BEARINGS
All Bearings are in relationship with the Olmsted County Coordinate System NAD '83, Adjusted 1996.

0 25 50 75 100
SCALE IN FEET

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PH. NO. 507-634-4505, EMAIL SURVEY@WSE.ENGINEERING

PROJECT NUMBER: 5001 COMPUTER FILE: 5001SF03.DWG

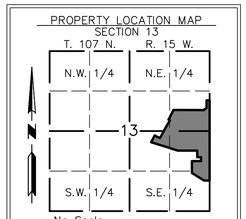
PEBBLE CREEK SIXTH

MONUMENTS

○ SET (5/8" PIPE WITH CAP 59823 UNLESS NOTED OTHERWISE)

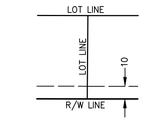
● Found Monuments (5/8" PIPE UNLESS NOTED OTHERWISE)

PROPERTY LOCATION MAP
SECTION 13
T. 107 N. R. 15 W.



No Scale

UTILITY EASEMENTS ARE SHOWN THUS:



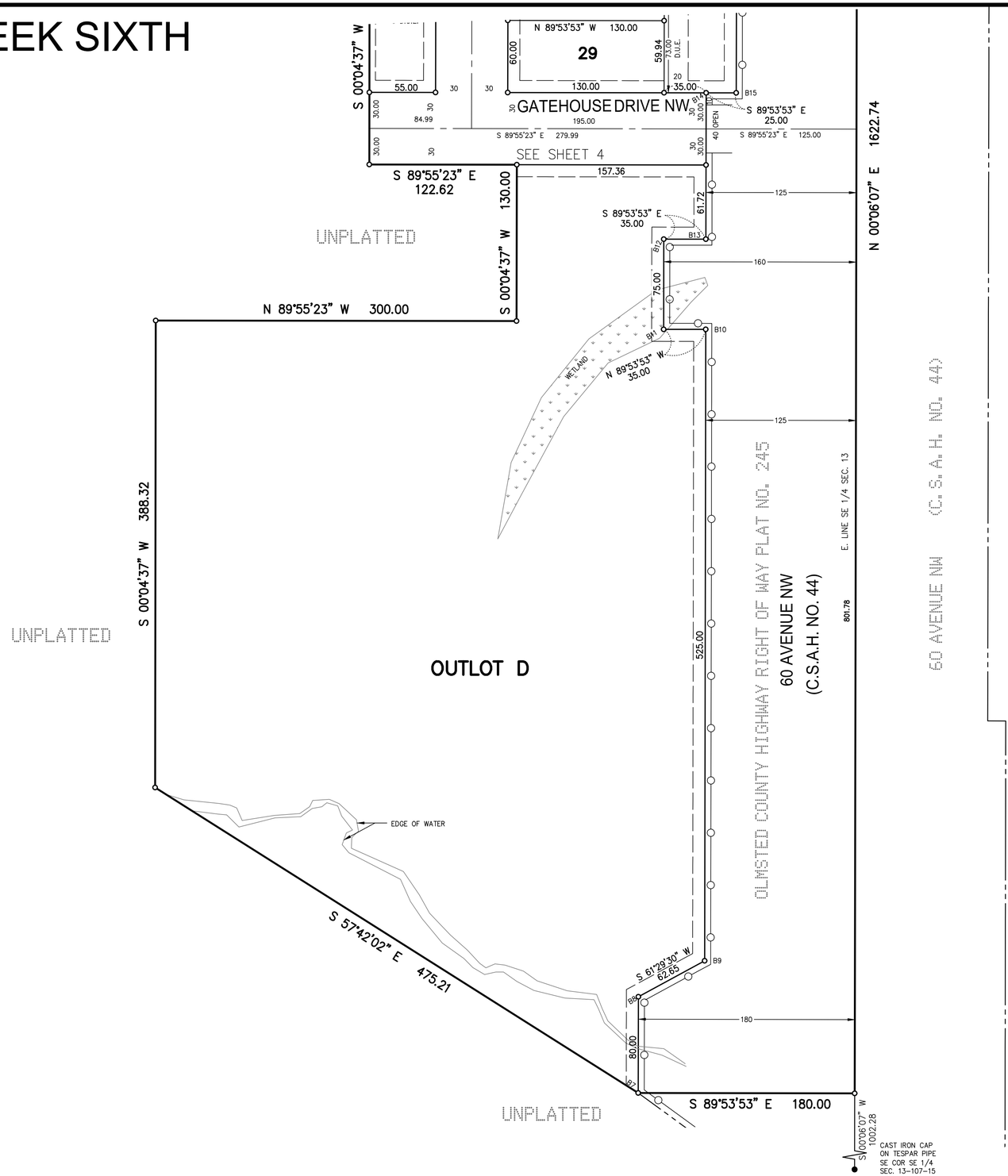
BASIS OF BEARINGS
All Bearings are in relationship with the Olmsted County Coordinate System NAD '83, Adjusted 1996.

0 25 50 75 100
SCALE IN FEET

D.U.E.=DRAINAGE AND UTILITY EASEMENT
C.=CHORD
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WETLANDS DELINEATED BY MIDWEST NATURAL RESOURCES, INC. MAY 2025

CONTROLLED ACCESS



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PH. NO. 507-634-4505, EMAIL SURVEY@WSE.ENGINEERING

60TH AVE NW (OLMSTED COUNTY 44)

10' MULTIUSE PATH

TOWNHOMES

PRIVATE ROAD

PEBBLE CREEK T.S.

61 AVE NW

TOWNHOMES

SANDSTONE ST NW

51 ST NW

60' PUBLIC R.O.W.

RPU BOOSTER STATION

70' PARKWAY

COMPACT ROUNDABOUT

AMENITY SPACE 4.31 ACRES

70' PARKWAY

PARKLAND (±7 AC.)

COMPACT ROUNDABOUT

LOCAL COLLECTOR

PHASE I PRELIMINARY PLAT

55TH ST NW (FUTURE EXTENSION)

PARKLAND (±7 AC.)

PHASE II PRELIMINARY PLAT

BEHRENS LANE NW

LOCAL COLLECTOR

PHASE II PRELIMINARY PLAT

OLMSTED COUNTY 158

VALLEYHIGH RD NW (OLMSTED COUNTY 4)

APPROVED
dmcgeough , 3/13/2026, 10:10:52 AM

PLAN

0 200 400
SCALE IN FEET

LEGEND

1131	DENOTES EXISTING CONTOURS (2025 TOPOGRAPHIC SURVEY)
	DENOTES PROJECT BOUNDARY
	DENOTES PROPOSED RIGHT-OF-WAY
	DENOTES PEDESTRIAN TRAILS
	DENOTES PROPOSED LOT LINES
	DENOTES PROPOSED EASEMENTS
WET / WET	DENOTES JURISDICTIONAL WETLANDS (MAY 2025)
	DENOTES ANNEXED AREA
	DENOTES APPROXIMATE PHASE BOUNDARY (PRELIMINARY PLAT)
	DENOTES LOCAL COLLECTOR ROUTE

PROJECT SITE SUMMARY:

1. SITE SUMMARY

USE	SIZE	APPROXIMATE RESIDENTIAL DENSITY
PHASE I - UNDER 2004 APPROVED EAW		
R-2 SINGLE FAMILY	≈ 87 AC.	4-7 UNITS/AC.
TOWNHOMES	≈ 12 AC.	6-8 UNITS/AC.
RIGHT-OF-WAY (1)	≈ 38 AC.	
STORMWATER	≈ 11 AC.	
PARKLAND	≈ 9 AC.	
OPEN SPACE	≈ 24 AC.	
PHASE I TOTAL	≈ 184 AC.	
PHASE II - UNDER 2025 APPROVED EAW		
R-2 SINGLE FAMILY	≈ 101 AC.	3-7 UNITS/AC.
RIGHT-OF-WAY (1)	≈ 45 AC.	
STORMWATER	≈ 10 AC.	
PARKLAND	≈ 5 AC.	
OPEN SPACE	≈ 29 AC.	
PHASE II TOTAL	≈ 187 AC.	
GRAND TOTAL	≈ 371 AC.	2-4 UNITS/AC. (2)

2. NOTES:

2.1. ALL INTERNAL ROADS ARE 60' PUBLIC RIGHT-OF-WAY UNLESS NOTED.

(1) = INCLUDES EXISTING RIGHT-OF-WAY
(2) = APPROXIMATE DENSITY USING GROSS PROJECT AREA

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KASSON, MN 55944

ROCHESTER OFFICE
717 3RD AVE SE
STE. 101
ROCHESTER, MN 55904

REV:	DATE:	DESCRIPTION:
1	1.27.26	GDP REV. 1 - COLLECTOR STREETS
2	3.10.26	GDP CITY REVIEW 2

GENERAL DEVELOPMENT PLAN
PEBBLE CREEK
CITY OF ROCHESTER, MINNESOTA

SCALE: AS SHOWN
DATE: 5/30/2025
DRAWN BY: R.R.S.
JOB NUMBER: 149-255001
DWG. FILE: 149-255001 GDP02

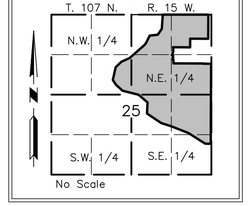
Sheet 1 of 1

PROPERTY DESCRIPTION

That part of the Northeast Quarter and that part of the East One-Half of the Northwest Quarter and that part of the Southeast Quarter all in Section 13, Township 107 North, Range 15 West, Olmsted County, Minnesota described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 13; thence South 00 degrees 08 minutes 24 seconds West (NOTE: All Bearings are in relationship with the Olmsted County Coordinate System NAD '83, Adjusted 1996), along the East line of said Northeast Quarter, 1620.10 feet to the south line of PEBBLE CREEK, according to the recorded plat thereof, (said south line to be described in the following three courses); thence North 89 degrees 51 minutes 36 seconds West, 251.00 feet; thence North 00 degrees 06 minutes 24 seconds East, 5.00 feet; thence North 89 degrees 51 minutes 36 seconds West, 993.00 feet to the west line of said PEBBLE CREEK (said west line to be described in the following three courses), thence North 00 degrees 08 minutes 24 seconds East, 113.00 feet; thence North 89 degrees 51 minutes 36 seconds West, 14.00 feet; thence North 00 degrees 08 minutes 24 seconds East, 155.00 feet to the south line of PEBBLE CREEK SECOND, according to the recorded plat thereof; thence North 89 degrees 51 minutes 36 seconds West, along said south line, 36.42 feet; thence northerly 273.40 feet along a nontangential curve, concave westerly, having a central angle of 41 degrees 33 minutes 03 seconds, and a radius of 377.00 feet, the chord of said curve bears North 07 degrees 57 minutes 44 seconds East, 267.36 feet to the north line of said PEBBLE CREEK SECOND; thence South 89 degrees 51 minutes 36 seconds East 562.02 feet to the west right of way line of 61st Avenue NW as dedicated on the plat of said PEBBLE CREEK; thence North 00 degrees 08 minutes 24 seconds East, along said west right of way line, 285.54 feet to the north line of PEBBLE CREEK FIFTH, according to the recorded plat thereof; thence South 89 degrees 51 minutes 36 seconds East, 596.00 feet to the west line of OUTLOT 'A' of said PEBBLE CREEK; thence North 00 degrees 08 minutes 24 seconds East, along said west line, 796.08 feet to the north line of said Northeast Quarter; thence South 89 degrees 50 minutes 41 seconds West, along said north line, 1507.11 feet; thence South 00 degrees 09 minutes 19 seconds East, 60.00 feet; thence South 03 degrees 55 minutes 15 seconds West, 407.00 feet; thence South 33 degrees 29 minutes 35 seconds West, 237.00 feet; thence South 83 degrees 35 minutes 33 seconds West, 269.00 feet; thence South 26 degrees 04 minutes 30 seconds West, 263.00 feet; thence Sout 37 degrees 09 minutes 53 seconds West, 90.00 feet; thence South 48 degrees 23 minutes 17 seconds West, 656.00 feet; thence South 66 degrees 04 minutes 13 seconds West, 296.00 feet; thence South 45 degrees 55 minutes 46 seconds West, 283.00 feet; thence South 12 degrees 23 minutes 24 seconds West, 430.00 feet; thence South 33 degrees 38 minutes 03 seconds East, 197.00 feet; thence South 48 degrees 18 minutes 30 seconds East, 285.23 feet; thence 75 degrees 56 minutes 55 seconds East, 544.00 feet; thence South 49 degrees 53 minutes 15 seconds East, 390.00; thence South 02 degrees 48 minutes 20 seconds West, 368.00 feet; thence South 56 degrees 18 minutes 36 seconds East, 564.00 feet; thence South 72 degrees 35 minutes 43 seconds East, 335.00 feet; thence South 68 degrees 42 minutes 17 seconds East, 624.00 feet; thence South 57 degrees 42 minutes 02 seconds East, 657.00 feet; thence South 89 degrees 53 minutes 53 seconds East, 180.00 feet to the east line of the Southeast Quarter of said Section 13; thence North 00 degrees 06 minutes 07 seconds East, along said east line, 1622.74 feet to the southeast corner of said Northeast Quarter; thence North 00 degrees 08 minutes 24 seconds East, along the east line of said Northeast Quarter, 1017.51 feet to the POINT OF BEGINNING.

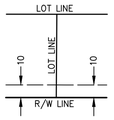
PROPERTY LOCATION MAP
SECTION 13
T. 107 N. R. 15 W.

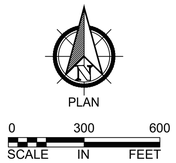


LEGEND

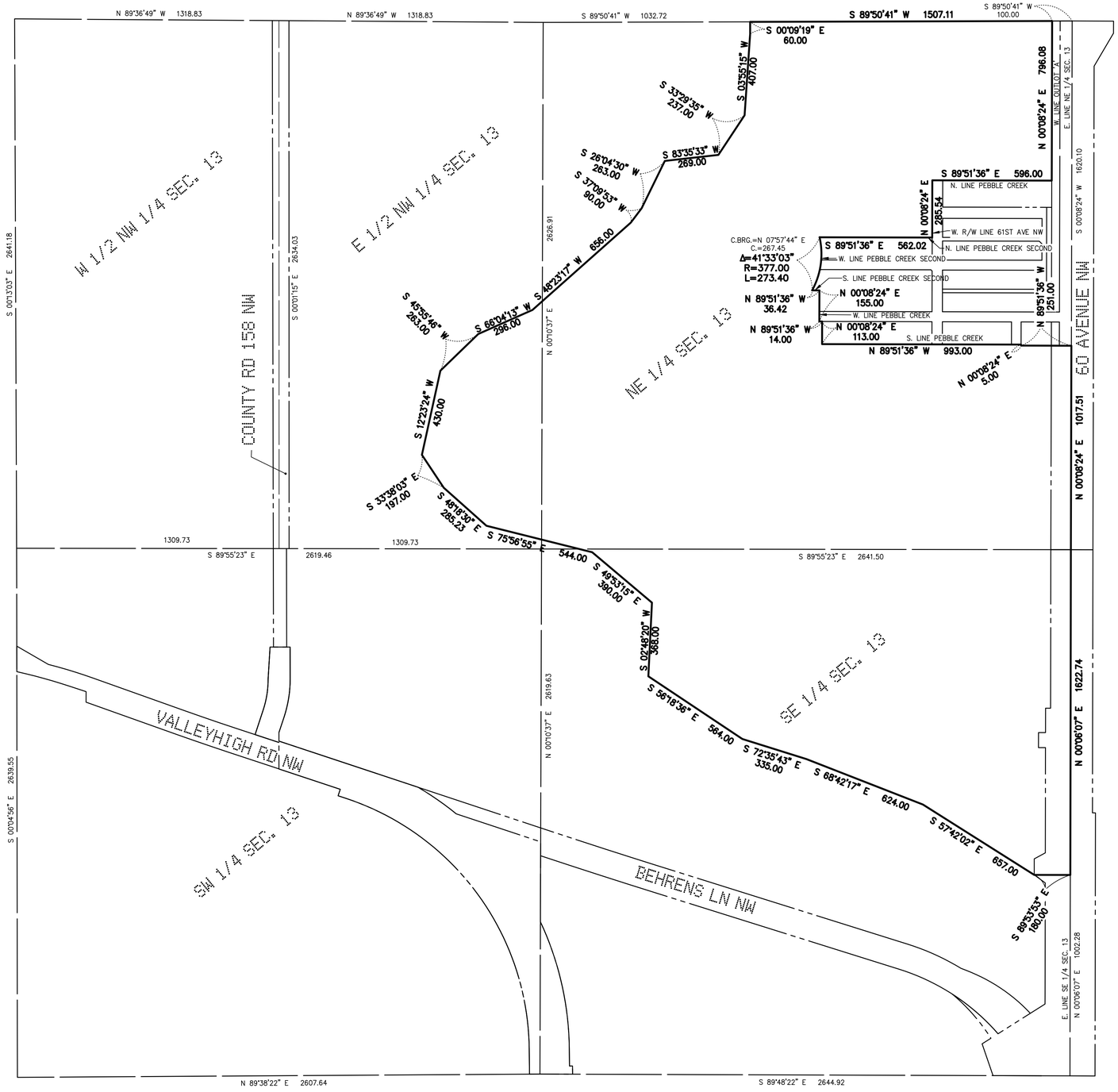
- PROPERTY LINE
- CENTER LINE
- LOT LINES
- RIGHT OF WAY LINE
- EASEMENT LINE
- STORM SEWER/MANHOLE/FLARED END SECTION
- SANITARY MANHOLE
- WETLANDS
- EXISTING CONTOURS
- WATER
- PROPOSED STORM SEWER/MANHOLE/CATCHBASIN
- PROPOSED WATERMAIN
- PROPOSED SANITARY/MANHOLE
- PROPOSED CURB & SIDEWALK

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:





BASIS OF BEARINGS
All Bearings are in relationship with the Olmsted County Coordinate System NAD '83, Adjusted 1996.



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www.wse.engineering

KASSON OFFICE
P.O. BOX 100
33 B E VETERANS MEMORIAL HIGHWAY
KASSON, MN 55944

ROCHESTER OFFICE
1712 RESTORATION DRIVE SW
ROCHESTER, MN 55902

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Number Date

REV: DATE: DESCRIPTION:

PRELIMINARY PLAT
PEBBLE CREEK SIXTH
OLMSTED COUNTY, MINNESOTA

SCALE: 1"=300'
DATE: 5/14/2025
DRAWN BY: G.D.Z.
JOB NUMBER: 149-255001
DWG. FILE: 5001SP02

SHEET NO. 1 OF 13

5001SP02.dwg

5/14/2025 11:48:28 AM

5001SP02.dwg

5/14/2025 11:48:31 AM

770

S 00°09'19" E
60.00

60" CMP CRUSHED
INV 1098.67

60" CMP CRUSHED
INV 1099.00

12" RCP
INV 1101.27

IN
RIM 1107.14
INV NW 1104.26

OUTLOT A

ZONE X

OUTLOT B

S 03°55'15" W 407.00

S 33°29'35" W 237.00

S 83°35'33" W 269.00

S 26°04'30" W 263.00

0 50 100
SCALE IN FEET PLAN

ZONE X

BLOCK 2

BLOCK 3

BLOCK 11

AVENUE A

TOWN SQUARE PALACE NW

S 83°08'24" W 185.00

S 79°47'43" W 69.41

S 68°20'57" W 77.99

S 55°56'51" W 77.99

S 43°32'45" W 77.99

S 31°08'39" W 77.99

S 18°44'33" W 77.99

S 11°51'55" W 79.18

S 00°08'24" W 100.67

S 88°34'35" W 166.55
129.78

N 68°08'24" E 128.51

N 22°03'07" E 130.20

N 68°08'24" E 127.32

S 89°51'36" E 140.02

N 89°51'36" W 137.67

N 89°51'36" W 137.32

N 89°51'36" W 138.84

N 89°51'36" W 135.45

N 83°08'24" E 136.10

N 89°51'36" W 137.32

N 89°51'36" W 136.15

N 68°08'24" E 138.00

N 66°59'23" E 134.76

N 57°55'49" E 141.80

N 48°12'16" E 161.11

N 76°22'57" E 137.64

S 16°23'59" E 43.42

N 65°03'24" W 130.00

N 77°27'30" W 130.00

N 52°39'18" W 130.00

N 40°15'12" W 130.00

N 27°51'06" W 130.00

N 15°27'00" W 130.00

Δ=12°24'06" L=50.00

Δ=74°23'28" L=216.42

Δ=04°45'05" L=14.01

Δ=03°51'27" L=11.38

Δ=02°43'43" L=13.33

Δ=11°01'21" L=53.90

Δ=08°35'24" L=34.63

Δ=22°00'00" L=64.89

Δ=09°23'54" L=45.90

Δ=90°00'00" L=31.42

Δ=16°50'16" L=64.65

Δ=05°40'02" L=49.93

Δ=00°5 L=8

Δ=07°36'00" R=400.00 L=53.06

Δ=85°00'00" R=200.00 L=289.72

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DRIVE SW
ROCHESTER, MN 55902

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Number Date

REV: DATE: DESCRIPTION:

PRELIMINARY PLAT
PEBBLE CREEK SIXTH
OLMSTED COUNTY, MINNESOTA

SCALE: 1"=50'
DATE: 5/14/2025
DRAWN BY: G.D.Z.
JOB NUMBER: 149-255001
DWG. FILE: 5001SP02

SHEET NO. 2 OF 13

5001SP02.dwg

5/14/2025 11:48:35 AM

OUTLOT A

ZONE X

S 89°50'41" W 1507.11

S 89°50'41" W 1506.80

OUTLOT B

PLAN

0 50 100

SCALE IN FEET

BLOCK 1

BLOCK 2

BLOCK 3

BLOCK 4

BLOCK 5

BLOCK 6

BLOCK 7

BLOCK 8

BLOCK 9

BLOCK 10

BLOCK 11

BLOCK 12

BLOCK 13

AVENUE A

TOWN SQUARE PALACE NW

TOWN SQUARE PLACE NW

UNPLATTED

PEBBLE CREEK FOURTH

PEBBLE CREEK FIFTH

PEBBLE CREEK THIRD

OUTLOT C

OUTLOT D

OUTLOT 'F'

OUTLOT A 'OLMSTED COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 246'

61 AVENUE NW

60 AVENUE NW (C.S.A.H. NO. 44)

PEBBLE CREEK

40' OPEN

E. LINE NE 1/4 SEC. 13

CONTROLLED ACCESS

POLE SHED

GRAIN BIN

BUILDING

BUILDING

TRAILERS

SHED

WELL

30" HDPE INV 1102.11

RIM INV 1111.10

FES INV 1098.08

CB RIM 1104.19

CB RIM 1103.05

CB RIM 1103.13

CB RIM 1103.55

CB RIM 1140.59

CB RIM 1104.24

CB RIM 1108.42

CB RIM 1105.79

CB RIM 1106.33

CB RIM 1108.1

CB RIM 1108.35

CB RIM 1116.02

CB RIM 1118.15

CB RIM 1139.82

STMH RIM 1140.04 MH

STMH RIM 1140.07

STMH RIM 1140.01

LIGHT POLE

TNP ELEV 134.66

AV RIM 1107.14 INV NW 1104.26

N 89°50'41" E 100.00

660.00

N 00°08'24" E 796.08

S 89°51'36" E 596.00

N 00°08'24" E 285.54

S 00°08'24" W 1620.10

119.50

64.18

67.93

Δ=02°05'19" L=10.97

Δ=15°08'30" L=63.16

Δ=14°43'32" L=61.43

Δ=19°33'32" L=102.75

Δ=22°55'05" L=118.90

Δ=04°45'05" L=14.01

Δ=74°23'28" L=19.42

Δ=03°51'27" L=11.38

Δ=02°43'43" L=13.33

Δ=16°13'16" L=85.22

Δ=05°40'02" L=49.93

Δ=00°59'19" L=8.71

Δ=12°16'40" L=60.00

Δ=09°23'32" L=45.90

Δ=09°23'34" L=45.90

Δ=19°05'55" L=73.33

Δ=15°51'59" L=60.92

Δ=47°30'00" L=85.56

Δ=48°00'00" L=270.00

Δ=90°00'00" R=230.00 L=362.76

Δ=90°00'00" R=200.00 L=314.16

Δ=83°09'00" R=200.00 L=289.72

Δ=7°00'00" R=450.00 L=54.98

Δ=11°01'21" L=53.90

Δ=12°24'06" L=50.00

Δ=08°35'24" L=34.63

Δ=08°57'22" L=37.36

Δ=14°43'32" L=61.43

Δ=19°44'29" L=68.71

Δ=19°44'29" L=68.71

Δ=08°13'30" L=45.08

Δ=04°05'36" L=20.00

Δ=12°16'40" L=60.00

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Number Date

REV: DATE: DESCRIPTION:

PRELIMINARY PLAT
PEBBLE CREEK SIXTH
OLMSTED COUNTY, MINNESOTA

SCALE: 1"=50'
DATE: 5/14/2025
DRAWN BY: G.D.Z.
JOB NUMBER: 149-255001
DWG. FILE: 5001SP02

SHEET NO. 3 OF 13

5001SP02.dwg

5/14/2025 11:46:39 AM

772

SCALE 0 50 100 IN FEET

PLAN

S 66°04'13" W 296.00

S 45°55'46" W 263.00

S 12°23'24" W 430.00

S 48°23'17" W 656.00

OUTLOT B

CIRCLE H

CIRCLE G

STREET J

BLOCK 23

BLOCK 15

BLOCK 16

BLOCK 22

OUTLOT G

OUTLOT H

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KASSON, MN 55944

ROCHESTER OFFICE
1712 RESTORATION DRIVE SW
ROCHESTER, MN 55902

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Number Date

REV:	DATE:	DESCRIPTION:

PRELIMINARY PLAT
PEBBLE CREEK SIXTH
OLMSTED COUNTY, MINNESOTA

SCALE: 1"=50'
DATE: 5/14/2025
DRAWN BY: G.D.Z.
JOB NUMBER: 149-255001
DWG. FILE: 5001SP02

5001SP02.dwg

5/14/2025 11:48:44 AM

ZONE X

UNPLATTED

EDGE OF FIELD (TYP.)

0 50 100
SCALE IN FEET PLAN

S 48°23'17" W 656.00

S 66°04'13" W 296.00

N 00°08'24" E 155.00

N 00°08'24" E 273.40

N 00°08'24" E 277.00

AVENUE A

AVENUE E

51ST NW

OUTLOT E

OUTLOT G

OUTLOT H

COURT B

CIRCLE H

STREET B

STREET H

STREET J

BLOCK 23

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OLMSTED COUNTY, MINNESOTA

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5001SP02.dwg

5/14/2025 11:48:49 AM

TOWN SQUARE PALACE NW

TOWN SQUARE PLACE NW

PEBBLE CREEK THIRD

BLOCK 1

BLOCK 2

PEBBLE CREEK THIRD

SCALE 0 50 100 IN FEET

PLAN

ALLEY

OUTLOT E

OUTLOT 'F'

PEBBLE CREEK

60 AVENUE NW

OUTLOT A

OUTLOT B

OUTLOT D

OL 'A'

OL 'C'

OL 'D'

OL 'E'

SANDSTONE STREET NW

PEBBLE CREEK SECOND

BLOCK 2

BLOCK 4

PEBBLE CREEK

BLOCK 3

BLOCK 6

PEBBLE CREEK

BLOCK 5

51ST NW

61 AVENUE NW

TALUS AVE NW

PEBBLE CREEK

BLOCK 1

PEBBLE CREEK

BLOCK 2

PEBBLE CREEK

BLOCK 9

BLOCK 8

PEBBLE CREEK

BLOCK 7

STREET B

AVENUE A

S 89°51'36" E 562.02

N 89°51'36" W 993.00

S 89°51'36" E 1027.02

S 89°51'36" E 1119.00

S 89°51'36" E 190.00

N 89°51'36" W 36.42

N 89°51'36" W 14.00

N 89°51'36" W 251.00

N 00°08'24" E 273.40

N 00°08'24" E 113.00

N 00°08'24" E 5.00

L=277.00

R=277.00

Δ=41°33'03"

Δ=03°08'25" N 89°51'36" W 177.93

L=20.66 182.76

Δ=12°16'40" L=60.00

Δ=09°23'32" L=45.90

Δ=09°23'34" L=45.90

Δ=04°05'36" L=20.00

Δ=03°41'00" L=18.00

Δ=12°16'40" L=60.00

Δ=12°16'40" L=60.00

Δ=04°06'45" L=22.61

Δ=12°42'14" L=69.84

Δ=12°16'33" L=70.74

Δ=04°24'08" L=28.97

Δ=33°00'00" L=43.20

Δ=19°30'53" L=42.57

Δ=132°09'07" L=29.42

Δ=02°21'23" L=9.05

Δ=30°07'40" L=115.68

Δ=33°00'00" R=250.00 L=143.99

Δ=12°10'18" L=59.48

Δ=01°43'38" L=7.63

Δ=41°24'35" L=43.36

Δ=29°07'06" L=45.65

Δ=13°35'16" L=45.65

Δ=43°35'17" L=45.65

Δ=46°31'28" L=48.72

Δ=12°26'59" L=13.04

Δ=28°57'36" L=30.33

R=346.00

R=60.00

60 Radius

N 00°08'24" E 155.00

N 00°08'24" E 130.00

N 00°08'24" E 134.00

S 00°08'24" W 134.00

N 00°08'24" E 100.00

N 00°08'24" E 60.00

N 00°08'24" E 180.00

N 00°08'24" E 160.00

N 00°08'24" E 30.27

N 07°27'17" W 30.27

N 07°44'05" E 30.27

N 09°52'03" E 35.51

N 11°20'37" W 30.14

N 87°50'58" E 115.14

S 89°51'36" E 145.00

S 49°33'46" E 122.41

S 52°23'41" W 119.25

S 04°58'29" E 104.66

S 01°42'02" W 134.15

S 13°52'19" W 126.33

S 77°06'00" E 87.97

S 77°06'00" E 175.31

N 56°51'36" W 80.00

N 19°39'17" E 116.54

N 24°30'24" E 123.28

N 83°37'55" W 59.64

N 68°08'24" E 138.00

N 68°08'24" E 124.67

N 80°54'57" E 131.49

S 86°22'49" E 128.99

S 73°40'35" E 127.50

S 60°58'21" E 120.35

N 48°12'16" E 161.11

N 36°55'58" E 169.76

N 36°55'58" E 179.78

N 25°29'32" E 133.91

N 16°06'03" E 109.04

N 03°49'24" E 94.04

S 00°08'24" W 94.04

S 00°08'24" E 38.89

S 00°08'24" E 259.98

S 00°08'24" E 73.23

S 00°08'24" E 63.90

S 00°08'24" E 103.92

S 00°08'24" E 161.11

S 00°08'24" E 169.99

S 00°08'24" E 151.14

S 00°08'24" E 52.06

S 00°08'24" E 50.00

S 21°51'36" E 50.00

S 89°51'36" E 112.00

CHAIN LINK FENCE (TYP.)

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Number Date

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PEBBLE CREEK SIXTH
OLMSTED COUNTY, MINNESOTA

SCALE: 1"=50'
DATE: 5/14/2025
DRAWN BY: G.D.Z.
JOB NUMBER: 149-255001
DWG. FILE: 5001SP02

SHEET NO. 6 OF 13

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OLMSTED COUNTY, MINNESOTA

SCALE: 1"=50'
DATE: 5/14/2025
DRAWN BY: G.D.Z.
JOB NUMBER: 149-255001
DWG. FILE: 5001SP02

SHEET NO. 7 OF 13

5001SP02.dwg

5/14/2025 11:48:54 AM

5001SP02.dwg

5/14/2025 11:46:58 AM

776

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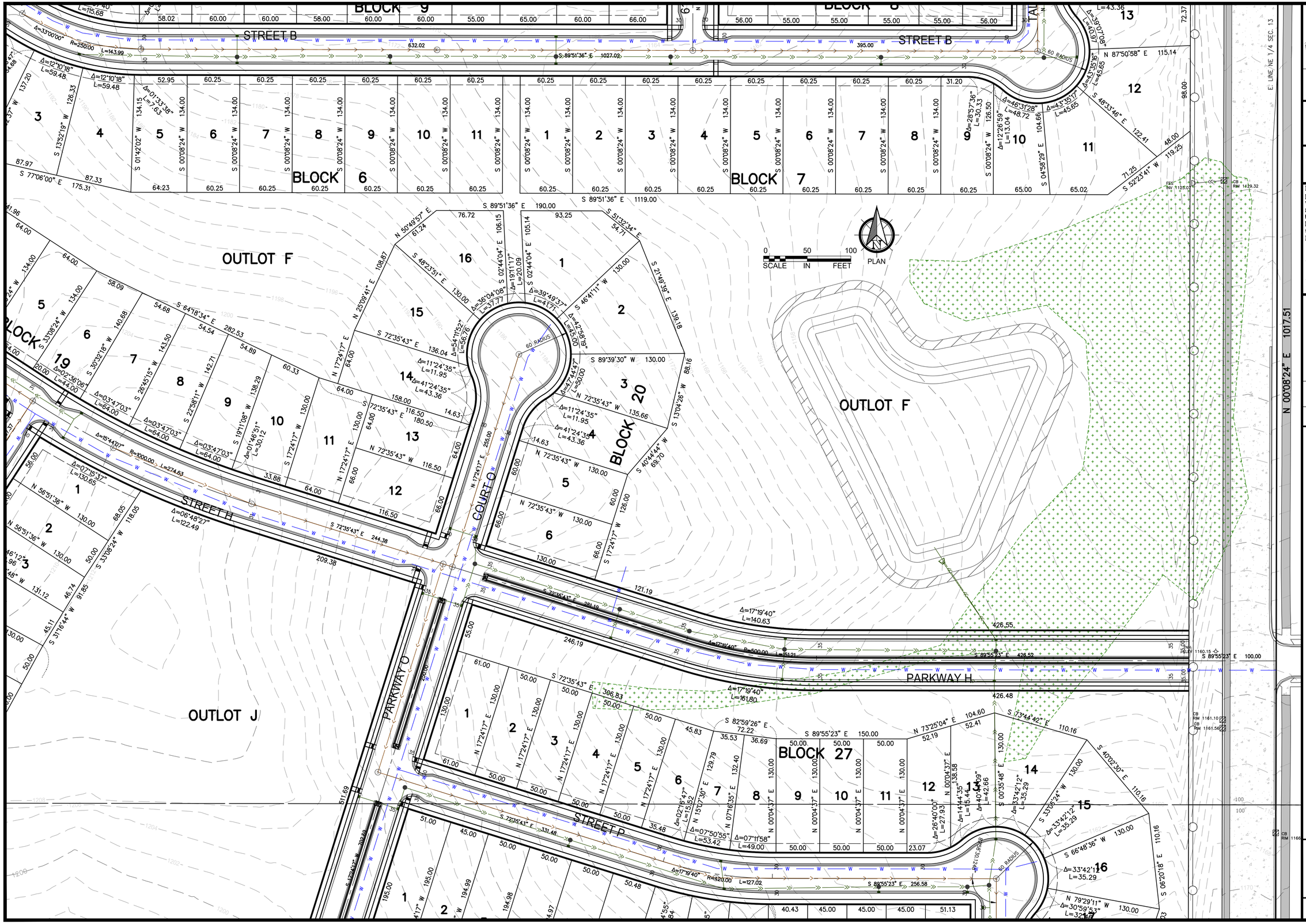
Number Date

REV:	DATE:	DESCRIPTION:

PRELIMINARY PLAT
PEBBLE CREEK SIXTH
OLMSTED COUNTY, MINNESOTA

SCALE: 1"=50'
DATE: 5/14/2025
DRAWN BY: G.D.Z.
JOB NUMBER: 149-255001
DWG. FILE: 5001SP02

SHEET NO. 8 OF 13


BLOCK 9
BLOCK 8
STREET B
STREET B
BLOCK 6
BLOCK 7
OUTLOT F
OUTLOT F
OUTLOT J
BLOCK 19
BLOCK 20
BLOCK 27
STREET H
STREET P
PARKWAY O
PARKWAY H
COURT O
S 89°51'36" E 1119.00
S 89°51'36" E 190.00
N 00°08'24" E 1017.51
E. LINE NE 1/4 SEC. 13
SCALE 0 50 100 FEET
N PLAN
60 RADIUS
Δ=17°19'40" L=140.63
Δ=17°19'40" R=500.00 L=151.21
Δ=17°19'40" L=161.80
Δ=17°19'40" R=420.00 L=127.02
S 89°55'23" E 428.52
S 89°55'23" E 256.58
S 89°55'23" E 100.00
S 89°39'30" W 130.00
N 87°50'58" E 115.14
S 52°23'41" W 119.25
S 48°33'46" E 122.41
S 13°04'26" W 88.16
S 21°49'39" E 139.18
S 51°32'34" E 54.71
S 46°41'11" W 130.00
S 48°23'51" E 130.00
N 50°49'57" E 61.24
N 25°09'41" E 108.87
S 64°18'34" E 282.53
S 72°35'43" E 136.04
N 72°35'43" W 135.66
N 72°35'43" W 130.00
N 72°35'43" W 116.50
S 72°35'43" E 116.50
S 72°35'43" E 244.38
S 72°35'43" E 281.19
S 72°35'43" E 366.83
S 72°35'43" E 331.48
S 82°59'26" E 72.22
N 56°51'36" W 130.00
N 56°51'36" W 130.00
S 40°44'44" W 69.70
S 31°16'44" W 91.85
S 33°08'24" W 140.68
S 30°32'18" W 143.50
S 26°45'15" W 142.71
S 22°58'11" W 138.29
S 19°11'08" W 130.00
S 13°52'19" W 126.33
S 77°06'00" E 175.31
N 17°24'17" E 64.00
N 17°24'17" E 130.00
N 17°24'17" E 255.80
N 17°24'17" E 66.00
S 17°24'17" W 130.00
S 17°24'17" W 66.00
N 17°24'17" E 130.00
S 17°24'17" W 130.00
S 17°24'17" W 66.00
N 17°24'17" E 130.00
N 17°24'17" E 130.00
N 17°24'17" E 130

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OLMSTED COUNTY, MINNESOTA

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JOB NUMBER: 149-255001
DWG. FILE: 5001SP02

SHEET NO. 10 OF 13

5001SP02.dwg

5/14/2025 11:49:08 AM

5001SP02.dwg

5/14/2025 11:49:12 AM

0 50 100 SCALE IN FEET PLAN

STREET P

STREET H

STREET N

AVENUE P

60 AVENUE NW

60 AVENUE NW

PARKWAY O

PARKWAY O

PARKWAY O

BLOCK 26

BLOCK 27

BLOCK 28

BLOCK 28

BLOCK 30

BLOCK 30

BLOCK 27

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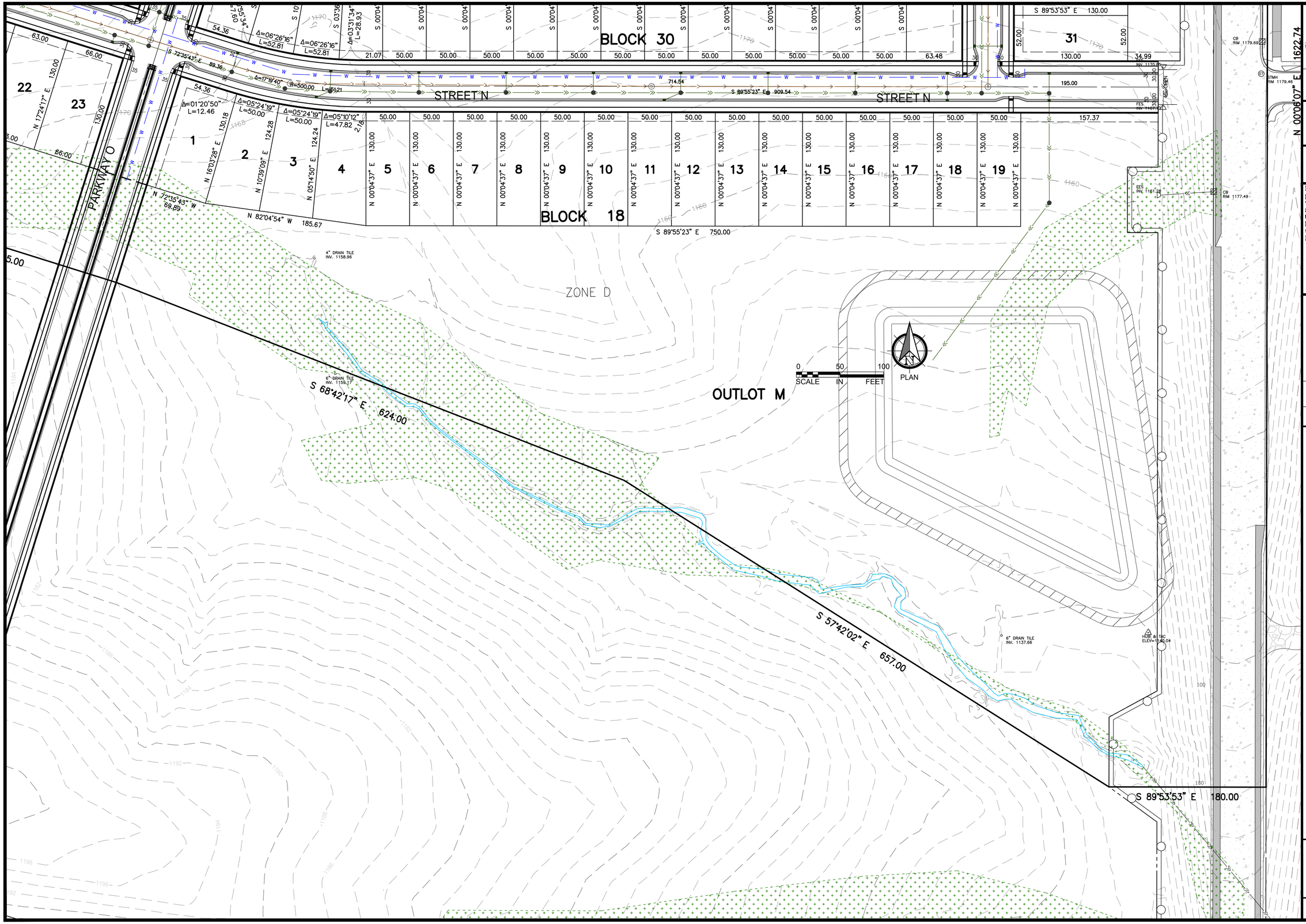
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PEBBLE CREEK SIXTH
OLMSTED COUNTY, MINNESOTA

SCALE: 1"=50'
DATE: 5/14/2025
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JOB NUMBER: 149-255001
DWG. FILE: 5001SP02

SHEET NO. 11 OF 13



5001SP02.dwg

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JOB NUMBER: 149-255001
DWG. FILE: 5001SP02

SHEET NO. 12 OF 13

BLOCK 1		BLOCK 2		BLOCK 3		BLOCK 4		BLOCK 5		BLOCK 6		BLOCK 7		BLOCK 8		BLOCK 9		BLOCK 10		BLOCK 11		BLOCK 12		BLOCK 13		BLOCK 14		BLOCK 15	
LOT	AREA SF	LOT	AREA SF	LOT	AREA SF	LOT	AREA SF	LOT	AREA SF	LOT	AREA SF	LOT	AREA SF	LOT	AREA SF	LOT	AREA SF	LOT	AREA SF	LOT	AREA SF	LOT	AREA SF	LOT	AREA SF	LOT	AREA SF	LOT	AREA SF
1	7,150	1	7,150	1	7,788	1	8,310	1	8,138	1	8,844	1	8,073	1	7,340	1	8,450	1	5,729	1	15,368	1	9,511	1	7,613	1	9,653	1	8,915
2	6,298	2	7,150	2	7,716	2	8,711	2	7,230	2	8,957	2	8,074	2	7,150	2	10,821			2	7,742	2	6,714	2	7,846	2	8,942	2	8,903
3	6,467	3	7,699	3	11,122	3	7,064	3	7,307	3	9,543	3	8,073	3	7,800	3	10,896			3	8,093	3	7,104	3	7,109	3	8,930	3	9,356
4	6,595	4	8,219	4	10,274	4	6,500	4	7,009	4	9,413	4	8,073	4	7,540	4	11,592			4	9,849	4	6,403	4	6,500			4	9,842
5	6,609	5	8,219	5	10,351	5	6,500	5	6,889	5	8,362	5	8,074	5	6,500	5	7,996			4	7,452	5	6,113	5	7,372			5	9,842
6	6,516	6	8,219	6	11,167	6	6,619	6	5,354	6	8,073	6	8,073	6	7,385	6	7,800			6	7,184			6	7,456			6	10,099
7	6,825	7	8,219			7	6,542	7	6,099	7	8,073	7	8,074			7	7,800			7	6,900			7	7,530				
8	7,150	8	8,219			8	8,957	8	6,099	8	8,074	8	8,073			8	7,540			8	10,520			8	7,470				
		9	8,516			9	9,075	9	6,099	9	8,073	9	8,003			9	7,800			9	10,856			9	7,525				
		10	6,976			10	6,899	10	6,630	10	8,074	10	6,666			10	7,800			10	8,756			10	5,918				
		11	7,159			11	8,372	11	7,280	11	8,073	11	10,424			11	7,150			11	7,850			11	7,364				
						12	7,000	12	6,099			12	11,504			12	8,450			12	7,745								
						13	7,000	13	6,099			13	9,778			13	7,800			13	9,688								
						14	7,840	14	6,099			14	11,054			14	8,640			14	6,783								
								15	7,063											15	7,931								
								16	6,977											16	6,962								
								17	7,114											17	7,971								
								18	7,247																				
								19	7,201																				
								20	6,913																				

OUTLOT A
AREA SF
90,417 (2.08 ACRES)

OUTLOT G
AREA SF
9,453 (0.22 ACRES)

OUTLOT B
AREA SF
1,044,629 (23.98 ACRES)

OUTLOT H
AREA SF
6200 (0.14 ACRES)

OUTLOT C
AREA SF
528,858 (12.14 ACRES)

OUTLOT J
AREA SF
202,698 (4.65 ACRES)

OUTLOT D
AREA SF
7,098 (0.16 ACRES)

OUTLOT K
AREA SF
93,982 (2.16 ACRES)

OUTLOT E
AREA SF
4,484 (0.10 ACRES)

OUTLOT L
AREA SF
6,200 (0.14 ACRES)

OUTLOT F
AREA SF
390,410 (8.96 ACRES)

OUTLOT M
AREA SF
415,485 (9.54 ACRES)

BLOCK 16		BLOCK 17		BLOCK 18		BLOCK 19		BLOCK 20		BLOCK 21		BLOCK 22		BLOCK 23		BLOCK 24		BLOCK 25		BLOCK 26		BLOCK 27		BLOCK 28		BLOCK 29		BLOCK 30	
LOT	AREA SF	LOT	AREA SF	LOT	AREA SF	LOT	AREA SF	LOT	AREA SF	LOT	AREA SF	LOT	AREA SF	LOT	AREA SF	LOT	AREA SF	LOT	AREA SF	LOT	AREA SF	LOT	AREA SF	LOT	AREA SF	LOT	AREA SF	LOT	AREA SF
1	9,933	1	8,320	1	8,887	1	8,839	1	11,042	1	10,167	1	9,920	1	8,377	1	9,792	1	10,597	1	7,883	1	7,930	1	9,945	1	12,004	1	9,322
2	9,727	2	8,320	2	7,094	2	8,576	2	10,954	2	9,856	2	9,902	2	8,760	2	9,792	2	10,265	2	6,500	2	6,500	2	8,775	2	8,869	2	7,783
3	9,727	3	8,320	3	6,911	3	8,576	3	8,682	3	9,856	3	10,632	3	8,778	3	10,023	3	10,583	3	6,371	3	6,500	3	9,749	3	8,670	3	9,304
4	9,727	4	8,320	4	7,055	4	8,576	4	8,835	4	9,856	4	10,338	4	8,911	4	10,299	4	9,824	5	6,500	4	6,500	4	9,749	4	8,136	4	8,700
5	9,727	5	8,320	5	6,500	5	8,576	5	7,800	5	9,856	5	9,834	5	8,807	5	12,865	5	9,792	6	6,500	5	6,500	5	9,748	5	8,000	5	7,178
6	9,727	6	8,320	6	6,500	6	8,376	6	8,580	6	9,858	6	10,002	6	8,477	6	11,413	6	9,792	7	6,500	6	6,292	6	9,601	6	8,000	6	6,930
7	9,727	7	8,320	7	6,500	7	8,443			7	9,913	7	9,366	7	8,558	7	10,738	7	9,792	8	6,500	7	5,841	7	9,120	7	8,000	7	6,930
8	9,727	8	8,320	8	6,500	8	8,499			8	9,920	8	9,854	8	8,680	8	11,553	8	9,792	9	6,500	8	5,906	8	8,363	8	8,000	8	6,930
9	9,727	9	9,134	9	6,500	9	8,357			9	9,920	9	9,920	9	8,554	9	11,044	9	9,792	10	6,500	9	6,500	9	8,104	9	8,000	9	6,930
10	9,727	10	10,643	10	6,500	10	8,315			10	10,386			10	9,097	10	10,048	10	12,285	11	6,500	10	6,500	10	6,930	10	8,000	10	6,930
11	9,727	11	10,440	11	6,500	11	8,320			11	10,075			11	9,885			11	10,048	12	6,500	11	6,500	11	6,930	11	8,000	11	6,930
12	9,968	12	10,440	12	6,500	12	7,689			12	10,075			12	13,933			12	10,048	13	8,109	12	6,818	12	6,930	12	8,800	12	6,930
13	10,534	13	10,440	13	6,500	13	7,456			13	10,075			13	14,953			13	10,048	14	7,253	13	6,688	13	6,930	13	11,050	13	6,930
14	11,388	14	10,440	14	6,500	14	9,743			14	10,075			14	9,715			14	10,048	15	6,500	14	8,957	14	7,869	14	10,200	14	6,930
15	11,294	15	10,647	15	6,500	15	10,258			15	10,075			15	8,375			15	10,048	16	6,500	15	8,957	15	7,859	15	10,200	15	6,930
16	11,294	16	9,682	16	6,500	16	10,393			16	9,386			16	8,474			16	10,048	17	6,500	16	8,957	16	6,930	16	10,200	16	6,930
17	11,294	17	8,320	17	6,500					17	9,648			17	8,746			17	10,048	18	6,500	17	6,352	17	6,930	17	10,200	17	8,003
18	11,294	18	8,320	18	6,500					18	9,666			18	9,130			18	10,847	19	6,500	18	6,382	18	6,930	18	10,200	18	9,779
19	11,336	19	8,320	19	6,500									19	9,744					20	6,500	19	5,850	19	6,930	19	10,200	19	7,698
20	10,675	20	8,320											20	10,096					21	6,500	20	5,850	20	6,930	20	9,606	20	7,698
21	9,100	21	8,320											21	10,163					22	7,280	21	5,850	21	6,930	21	11,052	21	7,698
22	9,100	22	8,190											22	11,328							22	5,850	22	6,930	22	11,052	22	7,698
23	9,100	23	8,580																			23	5,850	23	6,930			23	7,698
24	8,192																					24	5,850	24	6,930			24	7,698
25	8,271																					25	5,850	25	7,246			25	7,698
26	8,320																					26	5,850	26	7,877			26	7,698
27	8,320																					27	5,850	27	8,509			27	7,698
																						28	5,850	28	9,736			28	7,698
																						29	5,850	29	8,896			29	7,698
																						30	5,850	30	10,082			30	7,698
																						31	6,756					31	6,965
																												32	6,919
																												33	7,100
																												34	9,970

WSE MASSEY LTD
Engineering & Surveying
PH. NO. 507-634-4505
PLANS@WSE.ENGINEERING
www.wse.engineering

KASSON OFFICE
P.O. BOX 100
33 B E VETERANS
MEMORIAL HIGHWAY
KASSON, MN 55944

ROCHESTER OFFICE
1712 RESTORATION
DRIVE SW
ROCHESTER, MN 55902

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Number Date

REV:	DATE:	DESCRIPTION:

PRELIMINARY PLAT
PEBBLE CREEK SIXTH
OLMSTED COUNTY, MINNESOTA

SCALE: 1"=50'
DATE: 5/14/2025
DRAWN BY: G.D.Z.
JOB NUMBER: 149-255001
DWG. FILE: 5001SP02

SHEET NO. 13 OF 13

5001SP02.dwg

5/14/2025 11:49:18 AM

Agency Review Comments

Application No: CD2026-003PLAT

3/23/2026 **County GIS/E911**

Street names and street types need to be reworked. See attached GIS referral document PebbleCreekSixthFP_Referral.pdf

3/20/2026 **County Long Range Planning**

Note: There are identified Flood prone soils 468/477B throughout the subject parcels, however, for Phase 1A these soils are located within outlot D and F.

3/24/2026 **County Public Works**

Access applications for local road access (Kingsbury Dr NW and Gatehouse Dr NW) on CSAH 44 (60th Ave NW) have been submitted to Olmsted County and they are under review. The plat shows controlled access at these access locations. Please work with Olmsted County on creating the appropriate access opening at each location. Construction plans are required to be updated based on comments provided on the plans.

3/19/2026 **Fire Review**

3/23/2026 **Park and Rec Review**

See attached comment in Accela software.

3/25/2026 **Public Works Review**

See attached comment in Accela software.

3/18/2026 **RPU Water Review**

On sheet 3 of 5 of the final plat, the Outlot F is mis-labeled as Outlot A. RPU Water Department has no objections to the final plat application given that it is RPU Water Department's understanding that the ownership of Outlot F will be transferred to the City of Rochester and that an area in the southwest corner of Outlot F will be designated for the construction of an RPU Booster Station. Any required easements outside of the final plat boundary will need to be recorded via separate document(s). RPU Water Department's last review of the construction plans was done on 2/25/2026 with revisions required. See also RPU Water Dept. informational letter dated 3/18/2026 for more information.

ROCHESTER PUBLIC WORKS

City of Rochester
Development Services and Infrastructure Center
4001 West River Parkway NW, STE 100
Rochester, MN 55901-7090

Phone: 507-328-2400
Fax: 507-328-2401

TO: Community Development
4001 West River Parkway NW, Suite 100
Rochester, MN 55901-7090

FROM: Mark E. Baker

RE: Pebble Creek 6th Final Plat
(PINs 88414, 35045, 72390)

DATE: 3/23/26

The Department of Public Works has reviewed the application for Final Plat CD2026-009PLAT, and the proposed Pebble Creek 6th development. The following are items that need to be addressed prior to Final Plat approval and recordation:

1. The Grading, Civil, and Stormwater Management Plans are not approved for this development. Approval is required prior to recording of the final plat.

2. A City-prepared Development Agreement has been provided to the Owner for signature. Full execution of the Development Agreement by Owner and City, and recording of the agreement by the City is required prior to recording of the Final Plat.

3. A 30-foot wide pedestrian facilities easement is required on Outlot A over the location of the proposed midblock crossing from the north line of Pebble Creek Court NW to the north line of Outlot A. Dedication of applicable the pedestrian facilities easement is required by separate document prior to recording the plat so that the easement can be shown on the Final Plat mylars with applicable recorded document number.

4. Execution of a City prepared Maintenance Declaration is required for Outlots B, C & E is required prior to recording the Final Plat. Recording is to occur immediately after recording Pebble Creek Sixth.

Other Comments that are not conditions of approval:

1. On page 3 of the proposed final plat, Outlot F is mislabeled as Outlot A.
2. Outlots D & F are to be dedicated to the City upon request by and at no cost to the City.
3. The TIR wavier is approved for this application.
4. Construction of pedestrian facilities along the public street frontages is required concurrent with individual lot development.
5. A City-Owner Contract has been prepared and execution is required prior to construction of any public infrastructure within this subdivision.

6. Permanent and temporary easements shall be provided consistent with the terms in the Development Agreement.

7. Development charges/fees applicable to the Property are addressed in City-Owner Contract and Development Agreement.

8. Individual lot development is subject to a Plant Investment Fee (PIF) that is collected as part of the Building Permit approval process.

Sent to Planning Department via Accela only.

ROCHESTER PUBLIC UTILITIES
WE PLEDGE, WE DELIVER

City of Rochester
4000 East River Road NE
Rochester, MN 55906-2813

Phone: 507-280-1500
Fax: 507-280-1542

March 18, 2026

COMMUNITY DEVELOPMENT DEPARTMENT
4001 West River Pkwy NW, Suite 100
Rochester, MN 55901

REFERENCE: Final Plat CD2026-003PLAT by DRP MN 3, LLC to be known as Pebble Creek Sixth

Our review of the referenced final plat is complete and we have no objections, per the preliminary utility plan review, final utility plans have yet to be reviewed/approved.

Our review of the referenced final plat is complete and our comments follow:

1. The property may be subject to the water availability fee, connection fees or assessments. Contact Mark Baker (507-328-2427) at the City Public Works Department for details.
2. We have provided the applicant's engineering firm with comments to the proposed water system layout.
3. Final construction plans will need to conform to standard City of Rochester Requirements.
4. Static water pressures within the property served by the NW High Pressure Level will range from the low 40's PSI to the mid 60's PSI. The NW High Pressure Level will serve up to an elevation of 1180'. All development above elevation 1180' will require a new Booster Station to be constructed within the development. It is RPU Water Department's understanding that the ownership of Outlot F will be transferred to the City of Rochester and an area in the southwest corner of Outlot F is designated for the RPU Booster Station.
5. Pressure reducing valves will need to be installed by the home owners / builders within the buildings for any static water pressures of 80 PSI and greater per the Minnesota State Plumbing Code.

Please contact us at 507-280-1505 if you have questions.

Very truly yours,



Wade Neubauer
Water

C: Luke Payne, RPU
Brent Bunke, RPU
Mark Baker, City Public Works
Jamie Miller, City Public Works
Jason Fife, Fire Marshal
Tyler Mandler, WSE Massey
Brian Clauson, DRP MN 3, LLC
Steve Troskey, Lennar

ROCHESTER
FIRE DEPARTMENT
FIRE MARSHAL

City of Rochester
201 4th Street SE - STE 10
Rochester, MN 55904-
3726

Phone: 507-328-2800
Fax: 507-328-2829

March 19th, 2026

Community Development Department
4001 West River Parkway Suite 100
Rochester, MN 55901

SUBJ: CD2026-003PLAT, by Lennar, to be known as Pebble Creek Sixth, for the subdivision of 56 acres of land into 108 residential lots and 6 out lots. The site is located east of the intersection of Kingsbury Dr NW and 60th Ave NW.

Regarding the above noted project plan, the fire department has the following requirements:

Fire Department Access and Roadways

Per Section D107 of the 2020 Minnesota State Fire Code, developments of one or two-family dwellings where the number of dwelling units exceeds 50 shall be provided with two separate and approved fire apparatus access roads. In leu to providing two access roads all homes on a single access road would need to be sprinkled by the exception.

All the proposed dwelling units on this part of the project are provided with a minimum of two separate fire department access roads and will not require sprinklers.

Minimum Roadway Widths
Minimum width of fire department roadways is 20 feet but if a fire hydrant is located along side the roadway the minimum width is 26 feet.

Any dead-end roads, during construction or after completion of the project that over 150 feet in length will require an approved fire department turnaround. The approved designs for turn around can be found from Figure D103.1.

Road Signage
Roads 26 to 32 feet wide shall have “No Parking Fire Lane” signage on one side of the street. If the road has a width greater than 32 feet no signage will be required.

Hydrant Location and Spacing
Fire Hydrants shall be spaced so that all portions of the houses are located within 400 feet of a fire hydrant. All houses that are planned to be built in this phase of the project will need to have hydrant coverage prior to beginning construction. During the final submittal please provide a sheet showing the 400ft coverage of all hydrants for this phase of the project.

This new development is outside of our 4-minute response area and the ISO rating is 2.

Sincerely,
Nathan Swisher
Fire Protection Specialist

Olmsted County Public Works
GIS/Addressing Division
1188 50 St SE
Rochester, MN 55904
(507) 328-7070

PEBBLE CREEK SIXTH
FINAL PLAT REFERRAL

DATE: MARCH 23, 2026

TO: TYLER MANDLER, STEVE TROSKEY

FROM: DAVE MCCOLLISTER

CC: ADAM NOWINSKI

RE: PEBBLE CREEK SIXTH FINAL PLAT GIS REFERRAL

A review of the PEBBLE CREEK SIXTH FINAL PLAT to determine any existing or potential GIS, ROADWAY, or ADDRESS related issues are present shows the following:

1) The following street names and street types need to be reworked:
   a. PEBBLE CREEK CT NW – Should be corrected to PEBBLE CREEK LN NW
   b. PEBBLE CREEK PKWY NW – Will this roadway be going by or through a park? Will it have a landscaped boulevard? These are requirements for the parkway street type
   c. WINDWARD LN NW – WINDWARD is not a valid street name and street type is DR
   d. SILVERLEAF WAY NW – Should be corrected to SILVERLEAF DR NW

To address issues listed above, please contact our office.

Dave McCollister GIS Analyst / Addressing 507-328-7101

ROCHESTER PARK AND RECREATION DEPARTMENT
REFERRAL COMMENTS FORM

DATE: March 23, 2026
TO: Community Development
RE: Lennar Pebble Creek Sixth
CD2026-003Plat

Acreage of plat…….	
Number of dwelling units……...	108
Density factor……	.0244
Dedication ……	2.64
Fair market value of land……	

PARK DEDICATION REQUIREMENTS

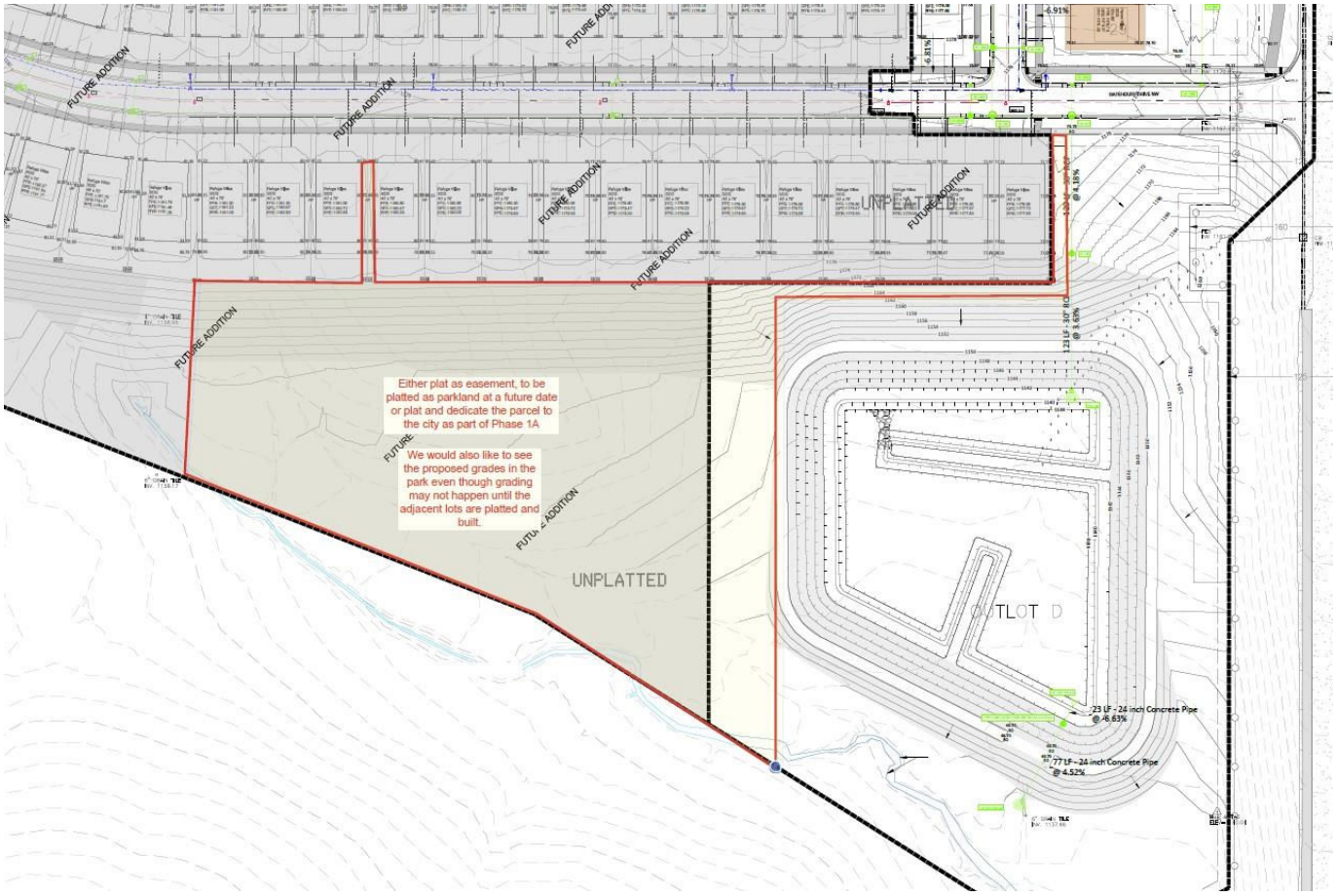
- Previous Plat Dedication Requirements:

Pebble Creek First (51 units * .0244):	1.24 acres
Pebble Creek Second (18 units *.0244):	.44 acres
Pebble Creek Third (24 units * .01776):	.42 acres
Pebble Creek Fourth (7 units * .0244):	.17 acres
Pebble Creek Fifth (12 units * .01776):	.21 acres
Total Acres Required:	**2.48 acres**

- This plat is responsible for **2.64 acres** of parkland dedication. Previous plats combined with the current one and after the 2.32 acre parkland located within the GDP is transferred back to the developer the amount of parkland required amounts to **5.12 acres.**

- The City requires that roughly 3.5 acres in the proposed future southern park location (see attached) either be platted as an easement or dedicated to the City as part of this plat. The remaining parkland dedication will be required once the remaining area of the southern park location is developed.

Jeff Feece
201 Fourth Street SE, Room 150
Rochester, MN 55904-3769
Phone: 507-328-2540
jfeece@rochestermn.gov



Jeff Feece
201 Fourth Street SE, Room 150
Rochester, MN 55904-3769
Phone: 507-328-2540
jfeece@rochestermn.gov

RESOLUTION

Approving Final Plat No. CD2026-003PLAT, To Be Known As Pebble Creek Sixth, A Project Consisting Of 108 Single-Family Residential Lots On 56.19 Acres, Located On The West Side Of 60th Ave NW, South of 51st St NW And Approximately 1,200 Feet North Of The Intersection Of Behrens Ln. NW With 60th Ave. NW.

WHEREAS, Lennar has requested from the City of Rochester Final Plat approval for a subdivision to be known as Pebble Creek Sixth.

WHEREAS, the Final Plat proposes 108 Single-Family Residential Lots, on 56.19 acres of land located on the west side of 60th Ave NW, south of 51st St NW and approximately 1,200 feet north of the intersection of Behrens Ln. NW with 60th Ave. NW.

WHEREAS, the Council adopts the findings as described within Community Development memo dated April 6, 2026, and finds the proposal meets the criteria in R.C.O § 60.500.040 (subd. H) Final Plat.

WHEREAS, on December 8, the City of Rochester Common Council held a public hearing to consider a Final Plat application for the development, adopted the findings of fact, and approved the Final Plat subject to three conditions.

NOW, THEREFORE IT BE RESOLVED, by the Common Council of the City of Rochester, at a public hearing duly noticed and held on April 6, 2026, the following plat of lands in Olmsted County, Minnesota is to be known and designated as follows:

That part of the East One-Half of Section 13, Township 107 North, Range 15 West, Olmsted County, Minnesota, described as follows:

Commencing at the northeast corner of the Northeast Quarter of said Section 13; thence South 00 degrees 08 minutes 24 seconds West (NOTE: All Bearings are in relationship with the Olmsted County Coordinate System NAD '83, Adjusted 1996), along the east line of said Northeast Quarter, 1620.10 feet to the southeast corner of PEBBLE CREEK, according to the plat thereof and to the POINT OF BEGINNING; thence North 89 degrees 51 minutes 36 seconds West, along the south line of said PEBBLE CREEK, 100.00 feet to the west right-of-way line of 60th Avenue NW (C.S.A.H. NO. 44) according to the OLMSTED COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 246; thence South 00 degrees 08 minutes 24 seconds West, along said west right-of-way line, 246.00 feet; thence South 52 degrees 22 minutes 31 seconds West, 119.20 feet; thence North 89 degrees 51 minutes 36 seconds West, 992.85 feet; thence South 27 degrees 13 minutes 30 seconds West, 357.81 feet; thence southeasterly 54.21 feet along a non-tangential curve, concave northeasterly, having a central angle of 03 degrees 00 minutes 46 seconds, radius of 1031.00 feet, chord of said curve bears South 64 degrees 16 minutes 53 seconds, 54.21 East feet; thence South 33 degrees 08 minutes 24 seconds West, not tangent to said curve, 118.05 feet; thence South 31 degrees 08 minutes 47 seconds West, 96.84 feet; thence South 28

degrees 42 minutes 38 seconds West, 449.49 feet; thence northwesterly 190.74 feet along a nontangential curve, concave northeasterly, having a central angle of 11 degrees 16 minutes 00 seconds, radius of 970.00 feet, chord of said curve bears North 65 degrees 09 minutes 01 seconds West, 190.43 feet; thence South 28 degrees 42 minutes 38 seconds West, not tangent to said curve, 204.03 feet; thence Southerly 45.38 feet along a tangential curve, concave southeasterly, having a central angle of 11 degrees 18 minutes 21 seconds, radius of 230.00 feet; thence South 72 degrees 35 minutes 43 seconds East, not tangent to said curve, 712.02 feet; thence South 17 degrees 24 minutes 17 seconds West, 5.00 feet; thence South 72 degrees 35 minutes 43 seconds East, 203.89 feet; thence South 89 degrees 55 minutes 23 seconds East, 640.66 feet; thence South 00 degrees 04 minutes 37 seconds West, 213.97 feet; thence South 89 degrees 55 minutes 23 seconds East, 122.62 feet; thence South 00 degrees 04 minutes 37 seconds West, 130.00 feet; thence North 89 degrees 55 minutes 23 seconds West, 300.00 feet; thence South 00 degrees 04 minutes 37 seconds West, 388.32 feet; thence South 57 degrees 42 minutes 02 seconds East, 475.21 feet to the right-of-way corner B7 on OLMSTED COUNTY RIGHT 0F WAY PLAT NO. 245; thence South 89 degrees 53 minutes 53 seconds East, 180.00 feet to the east line of the Southeast Quarter of said Section 13; thence North 00 degrees 06 minutes 07 seconds East, along said east line, 1622.74 feet to the East Quarter corner of said Section 13; thence North 00 degrees 08 minutes 24 seconds East, along the east line of said Northeast Quarter, 1017.51 feet to the POINT OF BEGINNING.

Containing 56.19 acres, more or less.

TO BE KNOWN as “Pebble Creek Sixth”, by Lennar. Applicant, is hereby approved, and all dedications of land or interests in land for public purposes as shown on said plat are hereby accepted, subject to the follow conditions:

1. Prior to submission and recording of Final Plat mylars, the applicant shall update the Final Plat document by addressing the following items:
    a. Provide 3.5 acres of land adjacent to “Outlot D” to be a dedicated parkland easement to be subsequently transferred to the City; or, dedicate the 3.5 acres of land to the City of Rochester as part of this final plat
    b. A 30-foot-wide pedestrian facilities easement is required on Outlot A over the location of the proposed midblock crossing from the north line of Pebble Creek Court NW to the north line of Outlot A.
    c. Coordinate with Olmsted County Public Works GIS Division to revise street names in accordance with the GIS referral letter dated March 23, 2026, and update the final plat street names on the mylar copies.

2. Prior to the recordation of the Final Plat mylars:
    a. Grading, Civil, and Stormwater Management Plans shall be approved by the City Engineer.
    b. Full execution of the Development Agreement by Owner and City and recording of the agreement by the City shall be required.

c. The midblock crossing from the north line of Pebble Creek Court NW to the north line of “Outlot A” shall be dedicated by separate document so the easement can be shown on the Final Plat mylars with applicable document number notated.
d. A City prepared Maintenance Declaration is required for Outlot B, C & E is required. Recording shall occur immediately after recording Pebble Creek Sixth Final Plat mylars.
e. The applicant shall make payment to the Rochester Park and Recreation Department for the City planting of required boulevard trees or execute a Boulevard Tree Green Facilities agreement to be recorded by the City.

3. After recordation of the final plat, “Outlot F” shall be transferred to the City of Rochester and an area in the southwest comer of Outlot F shall be designated for the RPU Booster Station.

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

Vacation Petition No.CD2026-001VAC by Leo and Ed LLC

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Community Development

AGENDA SECTION:
Public Hearings

PRESENTER:
Desmond McGeough

Action Requested:
Adopting a Resolution approving Vacation Petition No. CD2026-001VAC, by Leo and Ed LLC, for the vacation of a 15-foot Public Utility Easement.

Report Narrative:
The property owner is seeking to vacate a 15-foot-wide Public Utility Easement (PUE) on their Mixed-Use General (MX-G) zoned property. Originally dedicated to serve a structure that has since been replaced, the easement is no longer required following the site's redevelopment under the approved Site Development Plan (CD2023-034SDP). All relevant utility agencies have confirmed that no active facilities exist within the area and have signed off on the vacation without further comment.

The Development Review Committee recommends that the Council adopt the Resolution approving the vacation of the Public Utility Easement.

Priorities & Foundational Principles:
Economic Vibrancy & Growth Management

Policy Considerations & DEI Impact:
The proposed vacation achieves the Comprehensive Plan's core principles of Economic Vibrancy & Growth Management and Fiscal Responsibility & Sustainability.

Prior Legislative Actions & Community Engagement:
June 20, 2024: Teammate Approval - Site Development Plan No. CD2023-034SDP
March 28, 2026: Notice of Public Hearing mailed to surrounding properties and forwarded to the newspaper for publication

Fiscal & Resource Impact:
There are no fiscal & resource impacts associated with this item.

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

Prepared By:
Desmond McGeough

Attachments:

CD Memo - CD2026-001VAC - Rochester Hyundai

Notification Map - CD2026-001VAC - Rochester Hyundai

Location Map Exhibit - CD2026-001VAC - Rochester Hyundai

Vacation Exhibit - CD2026-001VAC - Rochester Hyundai

Review Comments - CD2026-001VAC - Rochester Hyundai

Resolution - CD2026-001VAC - Rochester Hyundai

ROCHESTER COMMUNITY DEVELOPMENT

City of Rochester, Minnesota
4001 W River Parkway NW, Suite 100
Rochester, MN 55901-7090

Phone: 507-328-2950
Fax: 507-328-2401
Email: CommunityDevelopment@rochestermn.gov

City Council **April 6, 2026**

Prepared by: Rochester Community Development

Request: Vacation #CD2026-001VAC, by Leo and Ed LLC, to vacate a utility easement that used to house electricity service that has been removed.

Location: Subject easement is located at 4748 Hwy 52 N (PIN 086623)

Applicant: Leo and Ed LLC

COUNCIL SUMMARY

Application Type: Public Utility Easement Vacation

What is Considered: The City Council evaluates whether the vacation of a public easement is in the public interest. An applicant should have support from various agencies serving as notice that the easement is no longer needed.

Approval Body: Rochester City Council

Development Review Team Recommendation: Approval.

VACATION SUMMARY/ BACKGROUND

The property owner is seeking to vacate a 15-foot-wide Public Utility Easement (PUE) on their Mixed-Use General (MX-G) zoned property. Originally dedicated to serve a structure that has since been replaced, the easement is no longer required following the site's redevelopment under the approved Site Development Plan (CD2023-034SDP). All relevant utility agencies have confirmed that no active facilities exist within the area and have signed off on the vacation without further comment.

VACATION PETITION REVIEW

Under the provisions of Section 60.500.040K.3.c, Council shall approve, a Public Utility Easement Vacation if it determines the application complies with the following criteria:

a. The vacation of the public utility easement is in the public interest and will confer a public benefit on the City

A previously approved Site Development Plan facilitated the site's redevelopment and the concurrent dedication of necessary easements. Given that these new easements are now in place and the subject easement does not contain utility infrastructure, the original easement does not provide any public benefit. As such, the easement is eligible for vacation.

COMMUNITY DEVELOPMENT RECOMMENDATION

This request was reviewed in accordance with the provisions of Section 60.500.040K.3.C of the Development Code. The Development Review Team recommends **approval** of the vacation petition, as outlined in the Council Summary above.

ATTACHMENTS

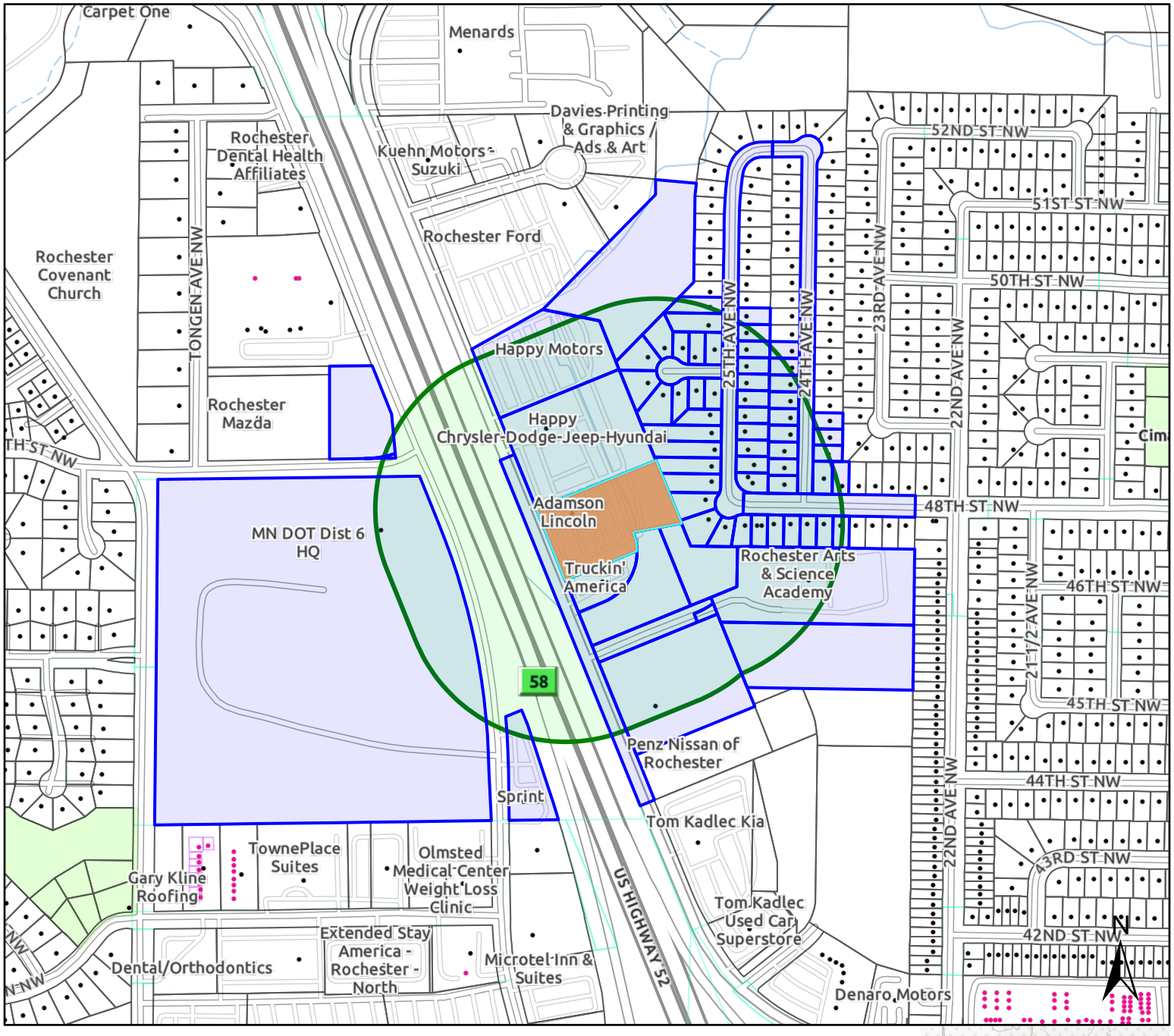
1. Notification Map
2. Site Location Map
3. Property Certificate of Survey
4. Vacation Exhibit
5. Referral Comments

CD2026-001VAC by Leo & Ed LLC

3/3/2026 Olmsted County Geographic Information Systems

0 0 0.1 0.1 0.1 mi

Scale: 1:9,028



Site of Interest

Notification Locations

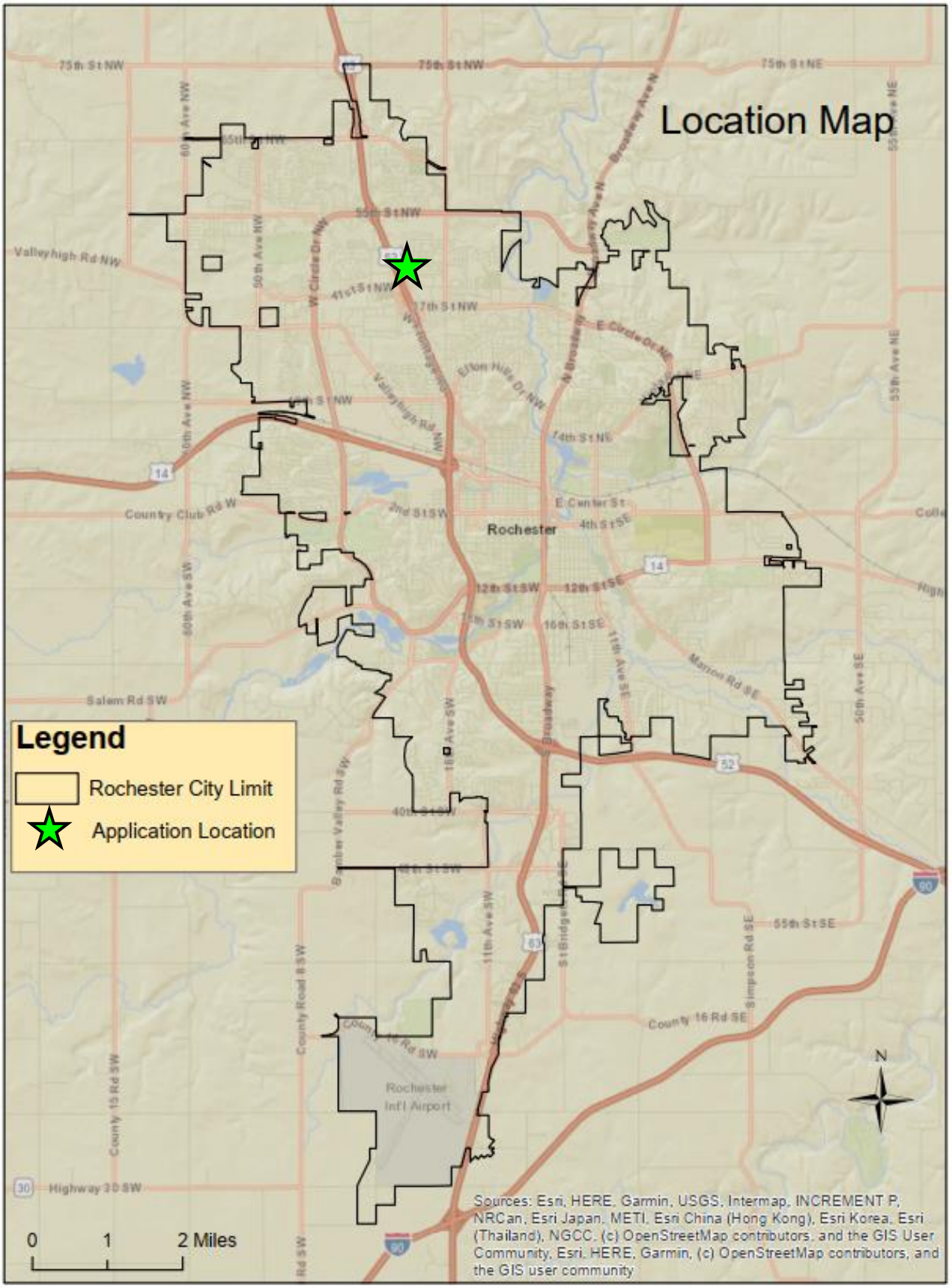
Notification Perimeter

Vacation Petition #CD2026-001VAC, by Leo & Ed LLC, to vacate a utility easement located on the property that used to house electricity service that has since been removed. The site is located 0.5 miles northwest of the intersection of E Frontage Rd, Hwy 52 NW, and Pennington Dr NW.
PIN 086623
NOTIF AREA 600FT
WARD 6
Cimarron Neighborhood



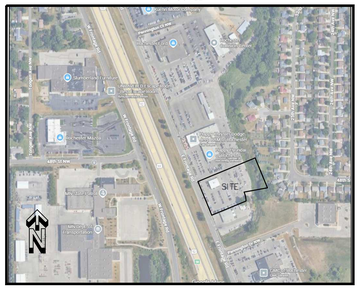
OLMSTED COUNTY MINNESOTA

This document is not guaranteed to be 508C. For accessible maps, please contact the author or Olmsted County GIS. Olmsted County is not responsible for omissions or errors contained herein. If discrepancies are found within this map please notify Olmsted County GIS at (507) 328-7100, gissupport@olmstedc
Public Works Service Center 1188 50 St SE, Rochester, MN 55904.
MN Dept Natural Resources, Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS, USFWS, Esri Community Maps Contributors, MN Dept Natural Resources, © OpenStreetMap, Microsoft, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS


Location Map
Legend
Rochester City Limit
Application Location
Rochester
Rochester Int'l Airport
0
1
2 Miles
N
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

ALTA/NSPS LAND TITLE SURVEY

VICINITY MAP
NO SCALE



MINNESOTA
Marcus S. Johnson
47460
Red Wing
MN
LAND SURVEYOR

To Leo & Ed, LLC, a Minnesota limited liability company and First American Title Insurance Company National Commercial Services.

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes items 1, 2, 3, 4, 5, 6(a), 6(b), 7(a), 7(b1), 7(c), 11 and 14 of Table A thereof. The field work was completed on December 24, 2025.

Date of Plat or Map: January 12, 2026

PRE-FINAL

MARCUS S. JOHNSON
PROFESSIONAL LAND SURVEYOR LICENSE NO. 47460

LEGEND

- ○ DENOTES A PLACED 1" BY 18" IRON PIPE HAVING A PLASTIC CAP BEARING LAND SURVEYOR LICENSE NO. 47460.
- △ DENOTES A PLACED P.K. NAIL.
- ◉ DENOTES FOUND IRON MONUMENT.
- ○ DENOTES BOLLARD.
- ◎ DENOTES CULVERT.
- ⌑ DENOTES IN GROUND LIGHT.
- ⊛ DENOTES KEY DROP OFF BOX.
- ● DENOTES HYDRANT.
- ▢ DENOTES ELECTRIC CHARGING STATION.
- Ⓔ DENOTES ELECTRIC BOX.
- ◎ DENOTES CATCH BASIN.
- Ⓢ DENOTES STORM SEWER MANHOLE.
- Ⓢ DENOTES SANITARY SEWER MANHOLE.
- ☼ DENOTES LIGHT POLE.
- ▮ DENOTES SIGN.
- □ DENOTES USED OIL TANK.
- ◎ DENOTES GAS VALVE.
- ⊗ DENOTES SANITARY CLEAN OUT.
- ⊛ DENOTES UNKNOWN MANHOLE.
- ⊕ DENOTES PVC STORM PIPE.
- ▭ DENOTES HAND HOLE.
- Ⓜ DENOTES ELECTRIC METER.
- 1018.76 × DENOTES SPOT ELEVATION.
- FF=1019.19 + DENOTES FINISHED FLOOR ELEVATION.
- DENOTES BUILDING.
- DENOTES CONCRETE SURFACE.
- DENOTES GRAVEL SURFACE.
- DENOTES LANDSCAPING.
- DENOTES PAVERS SURFACE.
- DENOTES RIP RAP AREA.
- DENOTES BITUMINOUS SURFACE.
- — S — DENOTES UNDERGROUND SANITARY SEWER LINE.
- — G — DENOTES UNDERGROUND GAS LINE.
- — ST — DENOTES UNDERGROUND STORM SEWER LINE.
- ~ DENOTES TREE LINE.
- — X — DENOTES FENCE.
- — FO — DENOTES UNDERGROUND FIBER OPTIC LINE.
- — E — DENOTES UNDERGROUND ELECTRIC LINE.
- 1014 DENOTES CONTOUR OF ELEVATION.
- 3420 DENOTES STORM/SANITARY SEWER POINT NUMBER.
- DENOTES ACCESS CONTROL BY THE STATE OF MINNESOTA.

NOTES CORRESPONDING TO TABLE A, ALTA/NSPS OPTIONAL SURVEY RESPONSIBILITIES AND SPECIFICATIONS

1) Monuments placed at all major corners of the boundary of the surveyed property: Illustrated on survey.

2) Property Address: 4748 Highway 52 North, Rochester, MN 55901

3) According to the Flood Insurance Rate Map Number 27109C0135D, bearing an effective date of April 19, 2017, the property surveyed is in flood zone X. Zone X is defined on the above referenced map as: "Areas of Minimal Flood Hazard"

4) Gross land area: 2.90 Acres, 126,102 Square Feet.

5) Vertical relief datum with the source of information. Illustrated on survey.

6a) The subject property is zoned MX–G (Mixed Use General) towards the front of the property where the existing building is and and MX–S (Mixed Use Street Oriented) towards the rear of the property. No floor space restrictions, parking requirements and maximum building heights are listed. Building setbacks for an MX–G zone are: Front 15'; Side N/A; Rear N/A.

The above zoning information was obtained from the City of Rochester Office of Community Development by letter issued to Johnson & Scofield on 1/7/2026.

6b) Zoning setbacks: illustrated on survey.

7a) Building dimensions: Illustrated on survey.

7b1) Building square footage = 21,037 sq ft. (outside building perimeter)

7c) Building height = 2 different building heights, illustrated on survey.

11) The location of underground utilities are approximate and are shown based on the field location of visible fixtures and the field location of those utilities as marked by Gopher State One call ticket number 253510485. NOTE: Other underground utilities may exist. Verify all utilities before excavating.

14) Distance to the nearest intersection street is from the most southerly corner of the subject property to the intersection of East Frontage Rd Hwy 52 & Pennington Drive NW which is 300 feet.

NOTES CORRESPONDING TO SCHEDULE B, PART II - EXCEPTIONS, FIRST AMERICAN TITLE INSURANCE COMPANY NATIONAL COMMERCIAL SERVICES COMMITMENT NUMBER: NCS-1207577-SA1, REVISION NUMBER 2

ONLY SURVEY ITEMS ARE LISTED

1 Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the Public Records, or attaching subsequent to the Commitment Date but prior to the date the Proposed Insured acquires for value the Title or Mortgage covered by this Commitment.

ILLUSTRATED ON SURVEY, SEE SURVEYOR NOTES: 1–8.

2 The effect on the Title of an encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment (including an encroachment of an improvement across the boundary lines of the Land), but only if the encumbrance, violation, variation, adverse circumstance, boundary line overlap, or encroachment would have been disclosed by an accurate and complete land title survey of the Land.

ILLUSTRATED ON SURVEY, SEE SURVEYOR NOTES: 1–8.

3 Rights or claims of parties in possession not shown by the Public Records.

ILLUSTRATED ON SURVEY, SEE SURVEYOR NOTES: 1–8.

4 Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the Public Records.

ILLUSTRATED ON SURVEY, SEE SURVEYOR NOTES: 1–8.

5 Any facts, rights, interests, or claims which are not shown by the Public Records but which could be ascertained by an inspection of the Land or by making inquiry of persons in possession thereof.

ILLUSTRATED ON SURVEY, SEE SURVEYOR NOTES: 1–8.

7 Easements, or claims of easement, not shown by the Public Records.

ILLUSTRATED ON SURVEY, SEE SURVEYOR NOTES: 1–8.

12 Utility easement(s) and controlled access as shown on the recorded plat of Pennington Business Park Second Subdivision, recorded June 28, 1973, as Document No. 348450.

ILLUSTRATED ON SURVEY.

13 Easement for watermain purposes, together with any incidental rights, in favor of the City of Rochester, a Minnesota municipal corporation, as contained in the Resolution, dated January 6, 1975, recorded April 9, 1975, in Book Z–3 of Miscellaneous Records, Page 651 as Document No. 363890.

EASEMENT DOES NOT AFFECT SUBJECT PROPERTY.

14 Easement for public sanitary sewer purposes, together with any incidental rights, in favor of the City of Rochester, a Minnesota municipal corporation, as contained in the Sanitary Sewer Easement, dated March 1, 1977, recorded April 26, 1977, in Book C–4 of Miscellaneous Records, Page 904, as Document No. 386362.

ILLUSTRATED ON SURVEY.

15 Terms, conditions and covenants as contained in the Agreement by and between the Frederick J. Pennington Trust, William Adamson and Caroline Adamson, Adamson Motors, Inc., a Minnesota Corporation and the City of Rochester, a Municipal Corporation, dated November 24, 1984, recorded December 18, 1984, in Book S–4 of Miscellaneous Records, Page 220, as Document No. 479465.

THIS AGREEMENT ALLOWED A FORMER LARGER PARCEL, NOW REPLATTED, TO CONSTRUCT A BUILDING WITHIN 20 FEET OF THE EAST PROPERTY LINE. IT IS UNCLEAR TO WHICH ADJOINING BUILDING THIS PERTAINS.

16 Terms, conditions and covenants as contained in the Agreement by and between William Adamson and Caroline Adamson, Adamson Motors, Inc., a Minnesota Corporation, James P. Adamson and Marlene J. Adamson, and the City of Rochester, a Municipal Corporation, dated February 20, 1986, recorded March 12, 1986, in Book V–4 of Miscellaneous Records, Page 122, as Document No. 500779.

THIS AGREEMENT ALLOWED THE ADJOINING PROPERTY OWNER TO THE SOUTH TO CONSTRUCT A BUILDING WITHIN 20 FEET OF THEIR NORTHERLY AND EASTERLY PROPERTY LINE.

17 Easement for electric transmission purposes, together with any incidental rights, in favor of the City of Rochester, a Minnesota municipal corporation, as contained in the Utility Easement, dated March 4, 1992, recorded September 14, 1992, in Book K–5 of Miscellaneous Records, Page 371, as Document No. 636101.

ILLUSTRATED ON SURVEY.

18 Terms, conditions and provisions as contained in the Revocable Permit Agreement between the City of Rochester, a Minnesota municipal corporation and Wilcar LLC, a Minnesota limited liability company, dated December 19, 2006, recorded January 23, 2007, as Document No. A–1124793.

REVOCABLE PERMIT TO ALLOW PARKING OF VEHICLES IN THE BOULEVARD ADJACENT TO THE SUBJECT PROPERTY.

19 Terms, conditions, covenants, obligations, provisions, restrictions and easements as contained in the Declaration of Cross Access Easement dated December 21, 2021, recorded December 28, 2021, as Document No. A–1555881.

ILLUSTRATED ON SURVEY.

20 Drainage and utility easements as shown on the recorded plat of Adamson Business Park, recorded December 28, 2021, as Document No. A–1555882.

ILLUSTRATED ON SURVEY.

SURVEYOR'S NOTES

1. ADJOINER'S LANDSCAPING AND DISPLAY RACK ARE NW'LY OF THE SE'LY PROPERTY LINE.
2. ADJOINER'S PAVERS DOOR PAD ENTRANCE IS NW'LY OF THE SE'LY PROPERTY LINE.
3. ADJOINER'S SEMI TRUCK TRAILER IS NW'LY OF THE SE'LY PROPERTY LINE.
4. A PORTION OF THE CONCRETE CURB AND GUTTER IS NW'LY OF THE NW'LY PROPERTY LINE.
5. THE ASPHALT PAVING SEAM LINE OF THE RECENTLY CONSTRUCTED PARKING LOT SURFACE IS NW'LY OF THE NW'LY PROPERTY LINE.
6. A PORTION OF THE EXISTING DEALERSHIP BUILDING IS ON THE EXISTING UTILITY EASEMENT.
7. A PORTION OF THE EXISTING UNDERGROUND ELECTRIC LINE, AS LOCATED BY GOPHER STATE ONE CALL, IS NOT WITHIN THE EASEMENT BOUNDARIES.
8. THERE IS NO EASEMENT LISTED IN THE TITLE COMMITMENT FOR THE UNDERGROUND ELECTRIC LINE THAT SERVES THE ADJOINING PROPERTY TO THE SOUTH.
9. PARCEL 2 DESCRIBES A SHARED ACCESS EASEMENT AND DOES NOT CONVEY FEE OWNERSHIP.

all previous items removed, easement not needed

PROPERTY DESCRIPTION PER COMMITMENT NO. NCS–1207577–SA1 (REVISION NO. 2)

Parcel 1:
Lot 3, Block 1, Adamson Business Park, Olmsted County, Minnesota.

Parcel 2:
9 Beneficial easements as contained in Declaration of Cross Access Easement Agreement dated December 21, 2021, recorded December 28, 2021, as Document No. 1555881

DATUMS

HORIZONTAL: OLMSTED COUNTY COORDINATE SYSTEM NAD83 1996 ADJUSTMENT (HARN)

VERTICAL: NAVD 88

BENCHMARK:

MNDOT NAME: IBM MNDT
GSID STATION #: 22157
NORTHING: 183132.309
EASTING: 609597.646
ELEVATION: 1080.044

SITE BENCHMARK:
TOP NUT HYDRANT ELEVATION = 1020.73'
@ NORTH END OF PROPERTY.

UTILITY LOCATION NOTICE:
ALL VISIBLE UTILITIES AND UNDERGROUND UTILITIES MARKED BY GOPHER STATE ONE CALL TICKET NUMBER 253510485 WERE LOCATED. LOCATIONS ARE SHOWN TO THE ACCURACY OF THE MARKINGS, AND JOHNSON & SCOFIELD LAND SURVEYORS DOES NOT ASSUME RESPONSIBILITY FOR MISLOCATED OR UNMARKED UTILITIES. OTHER UTILITIES MAY EXIST. CALL GOPHER STATE ONE CALL BEFORE DIGGING.

0 30 60

Property Address: 4748 Highway 52 North
Rochester, MN 55901

Project Path: S:\SHARE\PLATS\ADAMSON BUSINESS PARK\KRAUS ANDERSON ALTA\KRAUS ANDERSON ALTA.dwg

Project Number: JOHNSON & SCOFIELD, INC
W–O 2025–1070

FIRST AMERICAN TITLE INSURANCE COMPANY
NATIONAL COMMERCIAL SERVICES
Commitment Number: NCS–1207577–SA1
Revision Number 2: October 7, 2024

JOHNSON & SCOFIELD INC.
LAND SURVEYING
1203 MAIN STREET, RED WING, MN 55066
(651)-388-1558

Agency Review Comments

Application No: CD2026-001VAC

3/3/2026 **County GIS/E911**

There are no comments at this time from the E911 Addressing Division Staff.

3/6/2026 **County Long Range Planning**

3/13/2026 **County Public Works**

3/3/2026 **Fire Review**

3/16/2026 **Public Works Review**

There are no comments from this agency at this time.

3/4/2026 **RPU Electric Review**

There are no comments from this agency at this time.

3/3/2026 **RPU Water Review**

There are no comments from this agency at this time.

RESOLUTION

Approving Vacation Petition No. CD2026-001VAC by Leo & Ed LLC., for the Vacation of a Utility Easement Located at 4748 Hwy 52 N.

WHEREAS Leo & Ed LLC. requests that the city vacate an existing public utility easement; and

WHEREAS Section 17.00 of the City of Rochester Home Rule Charter states that, "the Common Council may, by resolution adopted by five affirmative votes, vacate any public street, alley, way, grounds, or easement, or any part thereof, upon its own motion or by acting upon a petition filed by the owners of at least fifty percent of the lands which abut the line of the portion of the public street, alley, way, grounds or easement, or parts thereof, proposed to be vacated"; and

WHEREAS Section 17.00 of the City of Rochester Home Rule Charter further states that "no vacation shall be made unless the Common Council finds that to do so is in the public interest"; and

WHEREAS Rochester Community Development filed the petition in their office and, by publication in the official newspaper at least ten days prior to the public hearing, gave notice that the petition had been filed, briefly stating its request, and stated that the petition would be heard and considered by the Common Council on April 6, 2026; and

WHEREAS on the basis of the petition filed, the testimony and evidence presented by interested parties, and the investigation and consideration of the matter by the Common Council, it appears that it is in the best interests of the members of the public to vacate the easement; and

WHEREAS the specific areas in which are to be vacated are provided by the following legal description and as depicted by the Map attached to this resolution.

NOW THEREFORE, BE IT RESOLVED by the Common Council of the City of Rochester that the easement described as follows is hereby vacated and abandoned.

AREA OF EASEMENT RELEASE

Easement for electric transmission purposes, together with any incidental rights, in favor of the City of Rochester, a Minnesota municipal corporation, as contained in the Utility Easement, dated March 4, 1992, recorded September 14, 1992, in Book K-5 of Miscellaneous Records, Page 371, as Document No. 636101

BE IT FURTHER RESOLVED that the City approved Vacation Application No. CD2026-001VAC.

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)

J.1

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Proposed Ordinance Amendments to Rochester Code of Ordinances Chapter 2-16 Relating to Public Ethics

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
City Attorney's Office

AGENDA SECTION:
Ordinance First Readings

PRESENTER:
City Attorney Michael Spindler-Krage

Action Requested:
Receiving and filing the first reading of an Ordinance amending Chapter 2-16 of the Rochester Code of Ordinances.

Report Narrative:
At its February 19, 2026, meeting, the Ethical Practices Board approved to submit the following amendments to Sections 2-16-2 and 2-16-7 of City Code relating to Public Ethics. Most of the amendments in these sections are simply changing department names or official titles from lower to upper case to signify the formality of the position or department. While reviewing the Ethics Code, the Board realized that City Agency was not properly defined. After much research and discussion, the Board voted on proposed language defining City Agency.

Section 2-16-7(e)(13) authorizes the Board to make recommendations to the Council for changes to chapter 2-16 which the Board believes would enhance the purposes of the Code of Ethics. The Ethical Practices Board respectfully requests the Council review and adopt the proposed amendments as outlined in the attachment.

Priorities & Foundational Principles:
Quality Services

Policy Considerations & DEI Impact:
This ordinance amendment is intended to define what a city agency is and to capitalize official titles of the public body and/or various departments as used in a formal context. This helps to clarify which individuals and groups are subject to the ethics ordinance, providing clarity for community members and anyone affiliated with a city agency.

Prior Legislative Actions & Community Engagement:
January 15, 2026 and February 19, 2026 - Ethical Practices Board meetings

March 16, 2026: Council Meeting - Ordinance content approval.

Fiscal & Resource Impact:
There are no fiscal impacts as a result of these amendments.

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

Prepared By:
Jody Houghton

Attachments:
Ordinance - 2-16 Public Ethics

ORDINANCE NO. ____

AN ORDINANCE AMENDING SECTIONS 2-16-2 AND 2-16-7 OF CHAPTER 2-16 OF TITLE 2 OF THE ROCHESTER CODE OF ORDINANCES RELATING TO PUBLIC ETHICS.

THE COMMON COUNCIL OF THE CITY OF ROCHESTER ORDAINS:

Section 1. Section 2-16-2 of Chapter 2-16 of Title 2 of the Rochester Code is hereby amended to read as follows:

Sec. 2-16-2. – Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Appointing authority means the ~~common council~~ Common Council, the ~~mayor~~ Mayor or any other person who appoints a person to a public position.

Appointing committee means 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.

Board means the ~~ethical practices board~~ Ethical Practices Board.

City Agency means any board, commission, committee, trust, department or office of city government, whether elected, appointed or otherwise constituted, regardless of its sources of funding.

Official action means any act, action, approval, decision, denial, directive, disapproval, inaction, order, performance, nonperformance, recommendation, vote or other direct result of a public official's exercise of discretionary authority in connection with the public official's public position.

Public body means the ~~common council~~ Common Council , any ~~city agency~~ City Agency, board, commission, committee or other voting body authorized to act in any capacity on behalf of the city.

Public official means any member of the common council, any city agency, board, commission, committee, or other voting body, and any department head, employee, official, supervisor, volunteer or other person who is elected, appointed, employed, hired by contract or in any other manner authorized to act in any capacity on behalf of the city.

Public position means any elected, appointed or employed position that is authorized to act in any capacity on behalf of the city.

Voting body means the common council and any other city authority, board, commission, committee, council or group, regardless of whether its function is legislative, administrative, quasi-administrative or quasi-judicial or any combination thereof, which, in order to take any official advisory or final action, must act as a body on the basis of a vote of some or all of its members.

Section 2 Section 2-16-7 of Chapter 2-16 of Title 2 of the Rochester Code is hereby amended to read as follows:

Sec. 2-16-7. Ethical practices board.

(a) There is hereby created an ethical practices board ("board"). The board will be composed of seven members who are residents of the city and shall serve without compensation.

(b) The board shall be appointed by the appointing committee. In making the appointments to the board, the appointing committee shall determine an application procedure and take the following steps:

(1) The city clerk shall notify the general public, nonpartisan, nonpolitical and nonprofit civic and community groups, colleges and universities, and neighborhood associations of the application procedure for those interested in applying for a position on the board.

(2) At least 30 days prior to making an appointment, the appointing committee shall submit the names of the finalists for the board to the mayor and common council for comment.

(3) Within 14 days of receiving the names, the common council shall hold a public hearing to solicit input from the public as to the finalists.

(4) The common council shall share the input received from the public hearing with the appointing committee. In turn, the appointing committee shall make the appointments to the board.

(c) The board shall be organized as follows:

(1) The chair, vice-chair and secretary of the board shall be elected by the membership from among its members.

(2) Initially, two members of the board will be appointed for a term of three years each. Two members of the board shall be appointed for a term of two years each. One member of the board shall be appointed for a term of one year. The two additional members appointed in 2017 shall be appointed for a term that expires April 30, 2019. All subsequent appointments will be made for three-year terms. All members shall serve until their successors have been appointed and qualified. The appointing committee may remove a board member for cause at any time during the board member's term of office.

(3) No member of the board may 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.

(4) The affirmative vote of at least three members of the board shall be required to decide any matter before the board.

(d) The board shall have jurisdiction to review and make findings concerning any alleged violation of this chapter by any public official. The board may not consider any alleged violation that occurred before the adoption of this chapter or more than one year before the date of the filing of a complaint.

(e) The board has the following powers:

(1) To establish, amend and repeal rules and procedures governing its own internal organization and operations in a manner and form consistent with this chapter.

(2) To administer oaths.

(3) To meet as often as necessary to fulfill its responsibilities.

(4) To request from the mayor and city council the appointment of such staff as is necessary to carry out the duties of the board.

(5) 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 this chapter is alleged.

(6) To report its findings regarding any complaint to the person's appointing authority and to the city administrator.

(7) To issue ethics opinions to public officials regarding the propriety of any matter within the board's jurisdiction.

(8) To prescribe and make available forms for use under this chapter.

(9) To conduct a preliminary investigation of a filed complaint, or of any circumstance or situation of which the board may become aware that appears to violate any provision of this chapter.

(10) To review, index, maintain on file and dispose of complaints.

(11) To ~~cooperate~~ collaborate with the ~~human resources~~ ~~department~~ Human Resource Department in the design of ethics education seminars, and to promote the city's ethics program and high ethical standards in city government.

(12) To review disclosure statements for completeness, consistency and accuracy, and to report its findings regarding those statements to the person's appointing authority and to the city administrator.

(13) To make recommendations for changes to the code of ethics or this chapter which the board believes would enhance the purposes of this chapter.

(14) Such other powers as are specifically granted in this chapter.

(f) The board shall prepare and submit an annual report to the mayor and the city council detailing the ethics activities of the board and the city during the prior year. The format of the report must be designed to maximize public and private understanding of the board and city ethics activities. The report may recommend changes to the text or administration of this chapter. The city clerk shall take reasonable steps to ensure wide dissemination and availability of the annual report of the board and other ethics information reported by the board.

(g) Should one or more members of the board recuse himself from the consideration of any matter brought to the board, the remaining board members or, should all board members recuse themselves, the city attorney may request the appointing committee to appoint temporary members to sit on the board in place of the recused members. The temporary members shall exercise all powers provided to the appointed board members only for the matter under consideration. The appointing committee shall respond to the request as it deems appropriate and in its sole discretion. If the appointing committee grants the request, it shall appoint temporary board members using any process the committee deems appropriate and necessary in light of the need for a timely resolution of the matter pending before the board

Section 3. This ordinance shall become effective from and after its publication.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF

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

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF _____, 2026.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

Ord25/2-16.Public Ethics.docx

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Annexation Petition No. CD2026-001ANX by City of Rochester

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Community Development

AGENDA SECTION:
Ordinance First Readings

PRESENTER:
Michael Spindler-Krage

Action Requested:

Receiving and Filing the First Reading of Annexation by Ordinance No. CD2025-001ANX, by the City of Rochester, to incorporate approximately 124.61 acres of land into the City Limits with the Unified Development Code (UDC) Mixed Use General (MX-G) zoning district.

Report Narrative:

The Parks and Recreation Department has requested that the subject 124.61-acre City-owned property be annexed into the City of Rochester incorporated limits. The subject property is located immediately north of the Rochester Sports and Recreation Complex site and south of Highway 52, formerly known as the Leitzen Property. The site is contiguous to the City along its west and southern property line. As a property owned by the City of Rochester, Public Hearings of the proposed annexation request are not required, per Minnesota Statutes Section §414.033 2(b).

The purpose of the proposed annexation is to facilitate City Parks and Recreation projects, such as the extension of the Willow Creek Trail, which will link Gamehaven Regional Park to the City of Rochester's trail network. It will also facilitate the development of stormwater abatement/flood attenuation associated with city trails or other Parks & Recreation development projects. Additionally, the site is intended to be used temporarily in conjunction with the development of the Rochester Sports and Recreation Complex for the excavation of sand materials to be used at the facility.

Subject to Council approval of the annexation request, a First Reading of an annexation ordinance is required. The Parks and Recreation Department has requested that the Council waive a Second Reading of the annexation ordinance. A Second Reading is not required by the Minnesota Statutes and may be waived by the City Council per the City Charter. This will significantly reduce the processing time for the requested annexation and align with the timing required to support excavation of sand material. An annexation ordinance will be scheduled for April 6, 2026, for First Reading, subject to approval of the annexation request.

The Development Review Team recommends that the Council approve Annexation #CD2026-001ANX.

Priorities & Foundational Principles:

Economic Vibrancy & Growth Management
Fiscal Responsibility & Sustainability

Policy Considerations & DEI Impact:

The proposed Annexation will facilitate the development of a Regional Sports and Recreational Complex. This project reflects the City's commitment to balancing regional impact with community benefit. Phase one focuses on immediate priorities and the beginning of a larger vision that enhances the City's recreational facilities, supports economic development, and fosters equity.

Prior Legislative Actions & Community Engagement:

June 2, 2025: Council Public Hearing & approval - Growth Management Map & Land Use Plan Amendments, Annexation, and Rezoning - Rochester Sports & Recreation Complex
August 26, 2025: Neighborhood Information Meeting Rochester Sports & Recreation Complex- Site Plan & Final Plat
November 18, 2025: Second Neighborhood Information Meeting - Rochester Sports & Recreation Complex Site Plan & Final Plat
January 21, 2026: Council Public Hearing & Approval Rochester Sports & Recreation Complex Final Plat
March 16, 2026: City Council - Approval of Annexation No. CD2026-001ANX

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 - CD2026-001ANX

ORDINANCE NO. _____

AN ORDINANCE ANNEXING TO THE CITY OF ROCHESTER APPROXIMATELY 124.61 ACRES OF LAND LOCATED SOUTH OF HIGHWAY 52, NORTH OF 40TH STREET SE STREET ALIGNMENT AND APPROXIMATELY 1,200 FEET EAST OF HIGHWAY 63 (PINS #041942, 041953, 041956).

THE COMMON COUNCIL OF THE CITY OF ROCHESTER DO ORDAIN:

Section 1. Whereas the subject Community Development Department has received a request by the City of Rochester Parks and Recreation Department to annex City owned property into the City of Rochester incorporated limits to facilitate City Parks and Recreation projects.

Section 2. Whereas the City of Rochester is the sole owner of the subject property.

Section 3. The City of Rochester Community Development Department has requested that the Common Council annex said land pursuant to Minn. Stat. §414.033 Subd.2(1). The land described in the annexation request is described as follows:

That part of the Southwest Quarter, and part of the Southeast Quarter of the Northwest Quarter, all in Section 24, Township 106 North, Range 14 West, described as follows:

Beginning at the southeast corner of the Southwest Quarter of said Section 24; thence South 89 degrees 45 minutes 19 seconds West (NOTE: All Bearings are in relationship with the Olmsted County Coordinate System NAD '83, Adjusted 1996), along the south line of said Southwest Quarter, 1368.60 feet; thence North 00 degrees 29 minutes 09 seconds West, parallel with the east line of said Southwest Quarter, 1751.20 feet to the south line of the North one-third of said Southwest Quarter; thence South 89 degrees 47 minutes 31 seconds West, along said south line, 1261.14 feet to the west line of said Southwest Quarter; thence North 00 degrees 29 minutes 17 seconds West, along said west line, 876.00 feet to the northwest corner of said Southwest Quarter; thence North 89

degrees 48 minutes 37 seconds East, along the north line of said Southwest Quarter, 1314.89 feet to the southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 24; thence North 00 degrees 24 minutes 37 seconds West, along the west line of said Southeast Quarter of the Northwest Quarter, 1057.20 feet to the south right of way line of Trunk Highway No. 52, as depicted on STATE HIGHWAY RIGHT OF WAY PLAT NO. 55-2 (the next 3 courses ore along said south right of way line); thence South 73 degrees 01 minutes 45 seconds East, 65.37 feet; thence South 28 degrees 16 minutes 19 seconds East, 212.13 feet; thence South 73 degrees 16 minutes 19 seconds East, 250.00 feet to Right of Way Boundary Corner B20 as shown on said STATE HIGHWAY RIGHT OF WAY PLAT NO. 55-2; thence continue South 73 degrees 16 minutes 19 seconds East, 72.03 feet; thence North 83 degrees 36 minutes 20 seconds East, 452.24 feet to the south line of said plat; thence easterly 51.35 feet along said south line and along a nontangential curve, central angle of 00 degrees 56 minutes 04 seconds, radius of 3148.79 feet, and the chord of said curve bears South 81 degrees 19 minutes 42 seconds East, 51.35 feet; thence South 01 degrees 52 minutes 07 seconds East, along said west line and not tangent to said curve, 546.49 feet; thence South 14 degrees 42 minutes 39 seconds East, 260.05 feet; thence South 27 degrees 38 minutes 24 seconds East, 241.68 feet; thence South 40 degrees 54 minutes 32 seconds East, 241.68 feet to the east line of the Southwest Quarter of said Section 24; thence South 00 degrees 29 minutes 09 seconds East, along said east line, 2227.85 feet to the point of beginning.

Except:
Beginning at the northwest comer of the Southwest Quarter of said Section 24; thence east along the north line of said Quarter Section for a distance of 80.2 feet; thence southerly at a deflection angle of 89 degrees 13 minutes for a distance of 305.8 feet; thence westerly for a distance of 81.1 feet to a point on the west line of said Quarter Section; thence north along the west line of said Quarter Section a distance of 303.9 feet to the place of beginning.

Section 4. On March 16, 2026, the Common Council of the City of Rochester determined that the land is or is about to become urban or suburban in nature.

Section 5. As provided in Minn. Stat. §414.036, the City shall make no cash payment to Rochester Township as the property is tax exempt.

Section 6. Therefore, pursuant to Minn. Stat. §414.033, subd. 2(1), the land described in Section 3 above is hereby annexed, added to and made a part of the City of Rochester, Minnesota, as if it had originally been a part thereof.

Section 7. Present and future owners of the lands annexed by this ordinance are hereby notified that in addition to the usual assessments, it is the intention of the Common Council to assess against benefited property all or a portion of the cost of any storm sewer, water tower, pumping station, and trunk line sanitary sewer construction, heretofore or hereafter undertaken to serve the area annexed.

Section 8. Upon annexation the land described in Section 3 above will be 124.61

acres of property zoned MX-G (Mixed Use General).

Section 9. This ordinance shall take effect and be in force from and after its official publication and from and after the filing of a certified copy hereof with the Minnesota Office of Administrative Hearings – Municipal Boundary Adjustments, the Rochester Township Clerk, the County Auditor and the Secretary of State.

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\CD2026-01.ANX

J.3

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Proposed Ordinance Amendment - Chapter 5-21 Relating to Mobile Food Units

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
City Attorney's Office

AGENDA SECTION:
Ordinance First Readings

PRESENTER:
Michael Spindler - Krage

Action Requested:

Receiving and filing proposed Ordinance amendments to Chapter 5-21 of the Rochester Code of Ordinances Relating to Mobile Food Units

Report Narrative:

The proposed ordinance aims to revise Chapter 5-21 of the Rochester Code of Ordinances to clarify regulations surrounding Mobile Food Units, align local standards with current operational practices, and enhance administrative efficiency for both operators and the City.

Firstly, the ordinance updates the definitions to clearly differentiate between two traditional Mobile Food Units types: Those that are readily movable and operate City-wide and those that elect to operate at a single location for an extended period of time. It also adds a definition for Temporary Mobile Food Units, providing a framework for further administrative processing. These revisions create clearer regulatory categories, which will help both operators and city staff ensure that each unit is reviewed according to the appropriate licensing and code framework.

Next, the ordinance changes the annual licensing period from April 1 through March 31 to May 1 through April 30. This adjustment is designed to better align with the actual operating patterns in Rochester. Many operators store their units over the winter and don't retrieve or prepare them until March or later. By moving the expiration date to April 30, it makes renewals more manageable and reduces unnecessary hurdles for licensees trying to complete inspections and licensing requirements while their units are still in storage.

Additionally, the ordinance introduces a licensing process for Temporary Mobile Food Units. This new category is intended to accommodate mobile food units that come to Rochester for short-term operations, including operators traveling from other parts of Minnesota or from outside the state. Under the proposed regulations, these temporary units can operate under a simplified licensing process rather than the full annual licensure process. Importantly, this also protects the interests of local operators holding annual licenses by limiting applicants to no more than two temporary licenses per calendar year, each valid for up to 30 days of operation.

Lastly, the ordinance includes several clarifying amendments regarding inspections, fire safety, and the applicability of building codes. These changes emphasize that licensed units must remain road-legal wherever applicable, mandate annual inspections and permitting by the Rochester Fire Department, and clarify when units, connected utilities, or accessory structures must comply with the Minnesota State Building Code and relevant permitting requirements. Together, these amendments improve clarity,

enhance life-safety enforcement, and ensure that the ordinance reflects how mobile food units currently operate in Rochester.

Priorities & Foundational Principles:

Quality Services
Economic Vibrancy & Growth Management

Policy Considerations & DEI Impact:

The proposed amendments aim to enhance administrative convenience and regulatory accessibility for Mobile Food Unit operators. Feedback from the Office of the City Clerk indicates that many operators do not take their units out of storage until March, which makes the current licensing cycle challenging to manage. By revising the annual license term, we can make the renewal process more practical and better aligned with seasonal operations.

The introduction of a Temporary Mobile Food Unit license will also broaden access for operators from throughout Minnesota and the wider region who wish to conduct limited operations in Rochester without going through the full annual licensing process. This change acknowledges the transient nature of the mobile food industry and may encourage greater business participation, increase consumer choice, and provide more flexibility for events.

Additionally, the proposed ordinance takes a balanced approach by limiting temporary operations to a maximum of 60 days per calendar year, allowing no more than two temporary licenses. This safeguards the interests of local operators with annual licenses while still permitting limited entry for temporary vendors.

No adverse impacts on diversity, equity, and inclusion (DEI) are anticipated. The amendments are expected to enhance clarity, predictability, and access to licensing pathways for a variety of operators.

Prior Legislative Actions & Community Engagement:

March 16, 2026: City Council Meeting - Ordinance content approval

Fiscal & Resource Impact:

There is no direct fiscal or resource impact to amending Rochester Code of Ordinances Chapter 5-21

Alternative Action(s):

No alternative actions are recommended at this time.

Prepared By:

Christiaan Cartwright

Attachments:

Ordinance - Updating Chapter 5-21 Relating to Mobile Food Units

ORDINANCE NO. ____

AN ORDINANCE CREATING A NEW SECTION 5-21-9, AMENDING SECTIONS 5-21-1, 5-21-2, 5-21-4, 5-21-5, 5-21-6, 5-21-7, 5-21-8, AND RENUMBERING PREVIOUS SECTIONS 5-21-9 AND 5-21-10 AS SECTIONS 5-21-10 AND 5-21-11, RESPECTIVELY, TO ACCOMMODATE THE ADDITION OF NEW SECTION 5-21-9 OF CHAPTER 5-21 OF TITLE 5 OF THE ROCHESTER CODE OF ORDINANCES RELATING TO MOBILE FOOD UNITS.

THE COMMON COUNCIL OF THE CITY OF ROCHESTER ORDAINS:

Section 1. Chapter 5-21 of Title 5 of the Rochester Code is hereby amended by creating a new section 5-21-9 to read as follows:

Sec. 5-21-9. Temporary Mobile Food Unit.

(a) No operator shall vend from a temporary mobile food unit anywhere in the city, including while on the public streets of the city, within or adjacent to city parks, or on private property inside the city limits, unless a license to do so is obtained from the city. The fee for a temporary mobile food unit license shall be established as part of the fee schedule adopted by the council.

(b) All temporary mobile food units must complete an application form as provided by the City Clerk.

(c) All temporary mobile food units are subject to inspection by the Rochester Fire Department and expected to retain equipment required by a mobile food unit as outlined in this Chapter.

(d) The City shall not issue more than two temporary mobile food unit licenses within a calendar year. Any applicant seeking additional time within City limits must obtain an annual license.

Section 2. Section 5-21-1 of Chapter 5-21 Of Title 5 of the Rochester Code is hereby amended to read as follows:

Sec. 5-21-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant means a person who applies for a mobile food unit license.

Council means the City of Rochester Common Council.

Licensee means a person who possesses a mobile food unit license.

Mobile food unit means a food and beverage service establishment that is a vehicle-mounted unit, either: ~~either motorized or trailered, and readily movable, without disassembling, for transport to another location for the purpose of vending; or a food and beverage service establishment that is a vehicle mounted unit, either:~~

(1) motorized or trailered, and readily movable, without disassembling, for transport to another location for the purpose of vending or;

(2) motorized or trailered, but not readily moveable and which operates more than 21 days annually at any one place.

Mobile food unit zone means the area of the city bounded by the following line: commencing at the center of the 4th Street bridge over Bear Creek; thence northerly along the centerline of Bear Creek to the center of the intersection of the Zumbro River; thence northerly along the centerline of the Zumbro River to Civic Center Drive Northeast; thence westerly along the centerline of Civic Center Drive to its intersection with Third Avenue Northwest; thence southerly along the centerline of Third Avenue Northwest to West Center Street; thence westerly on West Center Street to Sixth Avenue Northwest; thence southerly on Sixth Avenue Northwest to First Street Southwest; thence easterly on First Street Southwest to Third Avenue Northwest; thence southerly on Third Avenue Northwest to Seventh Street Southwest; thence easterly on Seventh Street Southwest to Second Avenue Southwest; thence southerly on Second Avenue Southwest to a point where Second Avenue Southwest intersects with Soldiers Field Drive; thence southerly along the centerline of Soldiers Field Drive to a point where it would intersect Ninth Street Southwest if Ninth Street Southwest were extended west of Broadway; thence easterly along that centerline to the centerline of the Zumbro River; thence northerly to the center of the Fourth Street bridge over the Zumbro River; thence easterly along the centerline of Fourth Street Southeast to the point of beginning.

Operator includes any person, firm, or corporation who owns, leases, contracts or in any other fashion permits a person to operate upon the city streets any mobile food unit for the purpose of vending, or the person driving or operating any such unit.

Temporary Mobile Food Unit: a food and beverage service establishment that is a vehicle-mounted unit, either motorized or trailered, and readily movable, without disassembling, for transport to another location for the purpose of vending and in operation within City limits for no longer than 30 days within a calendar year.

Vend or *vending* means offering food for sale from a mobile food unit on the city streets.

Zone means an area within the mobile food unit zone as identified in a mobile food unit zone map to be maintained on file in the office of the city clerk.

Zone permit means a permit for a specific date and time of operation for a mobile food unit within an identified zone obtained from the office of the city clerk.

Section 3. Section 5-21-2 of Chapter 5-21 Of Title 5 of the Rochester Code is hereby amended to read as follows:

Sec. 5-21-2. License required.

(a) No operator shall vend from a mobile food unit anywhere in the city, including while on the public streets of the city, within or adjacent to city parks, or on private property inside the city limits unless a license to do so is obtained from the city. The fee for an annual license shall be established as part of the fee schedule adopted by the council, and shall entitle the operator to vend from one such vehicle for the period of ~~April 1~~ May 1 to ~~March 31~~ April 30 of the following year.

~~No city license shall be required for operation within the city solely as part of a special event or community festival, as defined by RCO Chapters 117 and 125B, or other events permitted by the park and recreation department or the Rochester Downtown Alliance under authority delegated by the common council.~~

(b) The city clerk shall issue an identification tag for each vehicle licensed hereunder which shall be displayed by the operator on the left rear portion of the vehicle.

Section 4. Section 5-21-4 of Chapter 5-21 Of Title 5 of the Rochester Code is hereby amended to read as follows:

Sec. 5-21-4 License application and approval.

(a) Application for a mobile food unit license shall be made to the city clerk. The city clerk may require such information on the application as it deems reasonable and necessary including but not limited to the following:

(1) Name and address of the applicant, and if the applicant is a corporation, LLC, or partnership, the name and contact information of the primary operator to be responsible for the MFU;

(2) If all food storage and preparation does not take place within the MFU, the name and address of an approved commercial supply source and affiliated licensed food establishment in the county must be provided. If the licensed food establishment is not owned or operated by the applicant, the applicant shall provide written proof of consent from the establishment's owner to use the facility for food preparation, storage, and cleaning;

(3) A description of the preparation methods and food product offered for sale, including the intended menu, display, and distribution containers;

(4) The anticipated volume of food to be stored, prepared, and sold;

(5) Proof of an approved current transient food service plan review application with Olmsted County and copies of all licenses or permits required by the state health department or Olmsted County Public Health;

(6) A signed statement that the applicant will defend, indemnify, and hold the city harmless from any and all claims for damage to property or injury to persons which might result or arise out of the applicant's operation of a mobile food unit as permitted by this chapter;

(7) A certificate of insurance showing the applicant has obtained liability, food products liability, automobile liability, and property~~ damage insurance that will~~ protect the applicant, ~~property owners, and the city from all claims for damage to property or bodily~~ injury, ~~including death, which~~ may arise from the applicant's operation of a mobile food unit. This insurance shall provide coverage of not less than $1,000,000.00 per occurrence for general liability. Automobile liability shall provide coverage of no less than 250,000 per person for bodily injury, $500,000 per accident, and $100,000 for property damage. The policy shall further provide that it may not be cancelled except upon 30 days' written notice filed with the city clerk. No license issued under this chapter shall be valid at any time the insurance required by this clause is not maintained, and evidence of its continuance is on file with the city clerk. A certificate of insurance shall contain an acknowledgement signed by the insurer that prior to modification, cancellation, or termination of the subject policy, written notice shall be sent to the city clerk by said insurance company. The city reserves the right to waive auto-liability coverage requirements for units that provide alternative evidence of coverage.

(8) An inspection report required by section 143A.06.

Section 5. Section 5-21-5 of Chapter 5-21 Of Title 5 of the Rochester Code is hereby amended to read as follows:

Sec. 5-21-5. Equipment required for a mobile food unit.

~~(a) In addition to other equipment required by law, every mobile food unit shall be equipped with:~~

~~(1) A convex mirror mounted on the front so the operator in his normal seating position can see the area in front of the vehicle obscured by the hood; and,~~

~~(2) An audible alarm which is activated when the vehicle is in motion backwards.~~

~~(3)~~ Fire extinguishers required. A minimum of one portable fire extinguisher with a minimum fire suppression rating of 2A:10B:C shall be properly installed. In addition to any other fire extinguisher required by the code, a listed class K portable fire extinguisher shall be properly mounted and available for immediate use in any mobile food unit using vegetable oils or animal fats for deep fat frying.

Portable fire extinguishers shall be maintained in accordance with the requirements of the code.

(~~b~~a) Additional fire safety requirements.

(1) *Training required.* Mobile food unit workers shall be trained in the use of the required portable fire extinguishers, any fire protection systems installed in the mobile food unit, proper method for shutting off fuel sources, the procedure for notifying the fire department in case of emergency, and the procedure for performing a simple leak test on cooking gas connections where used.

(2) Fuel Systems. ~~*Liquid propane (LP) gas systems.*~~ Where provided for use within the Mobile Food Unit, the fuel system ~~LP gas system of a mobile food unit~~ shall comply with the most recently adopted version of the Minnesota State Fire Code~~. A simple leak test shall be performed any time an exchangeable cylinder is replaced and documentation of the leak tests shall be maintained for review by the fire department. A listed LP gas alarm shall be installed within the vehicle, in the vicinity of LP gas system components in accordance with the manufacturer's instructions. The main shut-off valve on any cylinder shall remain easily accessible and unobstructed at all times during operation. A flexible connector shall be used between the regulator outlet and any fixed piping system.~~

~~Portable gas cylinders shall be properly secured and remain upright at all times. LP gas cylinder valves shall be closed except when the cooking equipment is in use.~~

(3) *Engine driven power sources.* Exhaust from engine-driven power sources including stationary mobile food units shall be directed away from all buildings, and other mobile food units and operations. A separation of at least ten feet from any openings or air intakes and any means of egress shall be maintained. An engine driven power source shall be separated from the public by a physical guard, fence or enclosure.

(4) *Refueling of engine driven power sources.* Refueling shall be performed during non-operating hours of the mobile food unit. No refueling of a portable engine drive power source may be performed unless the engine is shut off and the engine surfaces are cool to the touch.

(5) *Electrical power.* Generators, and extension cords used by mobile food units shall comply with the code. Electrical appliances, fixtures, equipment and wiring contained within or connected to a mobile food unit shall comply with NFPA 70, National Electric Code.

(6) *Solid fuel use.* Wood, charcoal, or other solid fuels used by mobile food units shall not be stored above any heat-producing appliance or vent, within three feet of any cooking appliance, near any combustible or flammable liquids, ignition sources, chemicals, food supplies or packaged goods, near removed ashes, cinders or other fire debris, or in the path of ash removal. Ash, cinders and other fire debris shall be removed from the firebox at least once per day. Ash, cinders, and other removed fire debris, shall be placed in a closed metal container.

Section 6 Section 5-21-6 of Chapter 5-21 Of Title 5 of the Rochester Code is hereby amended to read as follows:

Sec. 5-21-6. Inspection.

(a) ~~Prior to the initial use and operation of a mobile food unit, the unit shall be thoroughly examined and inspected by a certified mechanic and found to comply with all standards of safety prescribed by the laws of the state or the city. An inspection report showing that a mobile food unit has met the standards of safety prescribed by law must be presented to the city clerk at the time of license application.~~ ~~Evidence of the mechanics certification is also required.~~

(b) ~~Every mobile food unit licensed pursuant to this chapter shall be inspected from time to time and at least annually by a certified mechanic to ensure the continued maintenance of safe operating conditions. The operation of any mobile food unit which fails to meet the standards of safety established by laws shall be discontinued until such time as the deficiency is eliminated~~. ~~Vehicle must be road legal. Look into state staute 169.~~

(c) Every mobile food unit licensed pursuant to this chapter must also be inspected and permitted annually by the Rochester Fire Department to ensure continued maintenance and safe operations.

Section 7. Section 5-21-7 of Chapter 5-21 Of Title 5 of the Rochester Code is hereby amended to read as follows:

Sec. 5-21-7. Zones of operation.

An operator may vend in the mobile food unit zone subject to those restrictions and limitations identified in the mobile food unit zone map ~~on file in the office of the city clerk.~~ Within any zone, an operator shall not setup or move a mobile food unit between 7:00 a.m., and 9:00 a.m., or between 4:00 p.m., and 5:30 p.m.

Section 8. Section 5-21-8 of Chapter 5-21 Of Title 5 of the Rochester Code is hereby amended to read as follows:

Sec. 5-21-8. Restrictions on vending activity.

(a) All mobile food vehicles, and operating anywhere in the City of Rochester shall comply in all respects with all requirements of state law, including but not limited to Minnesota Rules Chapter 1315, Chapter 1346, and Chapter 4626, and any requirements found in any other law, statute, rule, resolution, ordinance or regulation of any kind and the following:

(1) All foods, beverages, and ice must be obtained from an approved commercial source. Food cannot be stored or prepared in a home. Any food preparation or food storage done off-site must be accomplished at a food establishment location licensed by Olmsted County.

(2) The operator shall vend only when the mobile food unit is lawfully stopped.

(3) The operator shall vend only from a mobile food unit legally parked on any street by vending to the sidewalk side of the street, while parked parallel to the curb.

(4) The operator shall not vend to any person standing in the roadway.

(5) Hours of operation shall be limited to the hours between 6:00 a.m. and midnight, except for within the specifically designated late night zone. The hours of operation for mobile food units located within 300 feet of a residential building or a mixed-use building with a residential component shall be limited to being between 7:00 a.m. and 10:00 p.m. Unless on private property, no approved mobile food unit vehicle shall be left unattended nor remain at an authorized operating location outside of these allowed hours of operation.

(6) The operator shall not vend within 150 feet of the property line of an established restaurant located outside of a mobile food unit zone, unless the operator has obtained the written consent of the proprietor of the restaurant. The written consent must accompany the license application. No person or corporation shall either pay or accept payment for the written consent provided herein.

(7) ~~Each mobile food unit must be able to provide its own water and electricity.~~

(8) ~~No power cable, cord, equipment, or any utility hose, may extend from the mobile food unit.~~

(~~9~~7) No operator shall use or maintain any outside sound amplifying equipment, televisions or similar visual entertainment devices, lights, or noisemakers, such as bells, horns, or whistles.

(~~10~~8)No operator shall use external signage, bollards, seating, or any other equipment not contained within the vehicle.

(~~11~~9)Within a zone, a licensee must comply with all posted parking restrictions as well as those parking restrictions applicable for that zone as identified in the mobile food unit zone map. Outside a zone, a licensee must comply with all posted parking restrictions. For purposes of this clause, the term "parking restrictions" does not include a parking meter fee or charge.

(1~~2~~0)The operator of a mobile food unit shall not back the vehicle to vend or attempt to vend.

(1~~3~~1)All waste liquids, garbage, litter and refuse shall be kept in leak proof, nonabsorbent containers which shall be kept covered with tight-fitting covers and properly disposed of. No waste liquids, garbage, litter or refuse shall be dumped or drained into sidewalks, streets, gutters, drains, trash receptacles, or any other place other than the mobile food unit. The garbage receptacle shall be easily accessible for customer use. The licensee shall be responsible for all litter and garbage left by customers.

(1~~4~~2)The operator must comply with the Minnesota Food Code.

(1~~5~~3)Public seating within a mobile food unit is prohibited.

(16~~4~~)A mobile food unit shall maintain a separation distance of at least ten feet from the closest point of the mobile food unit to any building, structure, vehicle, fire hydrant, and any combustible materials. A clear lane of a minimum of ten feet shall be maintained on any side of a parked and operating mobile food unit adjacent to a street or fire apparatus access road to allow passage of an emergency vehicle.

(17~~5~~)Obstruction prohibited. A mobile food unit shall not obstruct access to a fire lane, fire apparatus access road, means of egress from a building or public space, or a fire department connection.

(16) Structures that are not readily movable and/or that do not have a current Minnesota motor vehicle license plate, or a Mobile Food Unit License shall comply with the Minnesota State Building Code for buildings of permanent construction and are required to obtain all permits as applicable.

(17) Mobile food units (MFU) that are connected to sewer, water, fuel gas or electricity shall comply with the Minnesota State Building Code and are required to obtain all permits as applicable.

(18) Accessory structures serving or appurtenant to mobile food units (MFU) are required to comply with the Minnesota State Building Code and obtain all permits as applicable.

Section 9. Section 5-21-9 of Chapter 5-21 Of Title 5 of the Rochester Code is hereby renumbered as Section 5-21-10 and amended to read as follows:

Sec. 5-21-~~9~~.10 Penalty.

Any person, firm or corporation violating any provision of this chapter shall be guilty of a misdemeanor and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

Section 10. Section 5-21-10 of Chapter 5-21 Of Title 5 of the Rochester Code is hereby renumbered as Section 5-21-11 and amended to read as follows:

Sec. 5-21-~~10~~.11 License suspension, revocation and denial.

(a) Any license issued by the city pursuant to the provisions of this chapter may be suspended, revoked or placed on probation or, in connection with the application or renewal of a license, denied upon a finding that the licensee:

(1) Failed to comply with any applicable state law, city ordinance, state food code, or state or county health regulation relating to a mobile food unit;

(2) Failed to possess any license, permit, or approval from any state or county authority needed in order to legally operate the mobile food unit within the state or county;

(3) Violated any provision of this chapter;

(4) Failed to comply with any condition set forth in the license, set forth in a council action regarding the license, or set forth as part of the placement of the license on probation;

(5) Allowed the mobile food unit business to be operated or maintained in a way that unreasonably annoyed, endangered or injured the safety, health, morals, comfort or repose of any considerable number of members of the public; or

(6) Provided false or misleading information on the application.

(b) Whenever it appears to the council that adequate grounds may exist for the suspension, revocation or imposition of probation of a license, the council shall by resolution specify the nature of the alleged grounds and order that a hearing on the matter be held as provided below.

(c) No such suspension, revocation or probation shall be effective until the licensee has been afforded an opportunity for a hearing after reasonable notice. The notice shall state the time, place and issues to be addressed. All parties will be afforded an opportunity at the hearing to present evidence and argument concerning the issues.

(d) Upon a finding that the licensee has violated any such statute or ordinance, the council may:

(1) Suspend the license for up to 60 days;

(2) Revoke the license; or

(3) Place the license on probation for a stated time period. The council may impose conditions upon the license during the time of probation.

Section 11. This ordinance shall become effective from and after its publication.

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

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____DAY OF _____, 2026.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

Ord25/Chapt.5-21 MobileFoodUnit.docx

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

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

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Community Development

AGENDA SECTION:
Ordinance Second Readings

PRESENTER:
Michael Spindler-Krage

Action Requested:

Adopting an Ordinance approving 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
March 2, 2026: City Council - First Reading 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

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Zone Change No. CD2025-007ZC by INH Properties

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Community Development

AGENDA SECTION:
Ordinance Second Readings

PRESENTER:
Michael Spindler-Krage

Action Requested:

Adopting an Ordinance approving Zone Change No. CD2025-007ZC, by INH Properties, to rezone approximately 1.2 acres of land from R-2x (Low Density Residential Infill) to R-3 (Medium Density Residential).

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
March 2, 2026: City Council - First Reading 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

Annexation Petition No. CD2026-001ANX by City of Rochester

MEETING DATE:
April 6, 2026

ORIGINATING DEPT:
Community Development

AGENDA SECTION:
Ordinance Second Readings

PRESENTER:
Michael Spindler-Krage

Action Requested:

Adopting an Ordinance approving Annexation by Ordinance No. CD2025-001ANX, by the City of Rochester, to incorporate approximately 124.61 acres of land into the City Limits with the Unified Development Code (UDC) Mixed Use General (MX-G) zoning district.

Report Narrative:

The Parks and Recreation Department has requested that the subject 124.61-acre City-owned property be annexed into the City of Rochester incorporated limits. The subject property is located immediately north of the Rochester Sports and Recreation Complex site and south of Highway 52, formerly known as the Leitzen Property. The site is contiguous to the City along its west and southern property line. As a property owned by the City of Rochester, Public Hearings of the proposed annexation request are not required, per Minnesota Statutes Section §414.033 2(b).

The purpose of the proposed annexation is to facilitate City Parks and recreation projects such as the extension of Willow Creek Trail, which will link Gamehaven Regional Park to the City of Rochester's trail network system. It will also facilitate the development of stormwater abatement/flood attenuation associated with city trails or other Parks & Recreation development projects. Additionally, the site is intended to be temporarily used in conjunction with the development of the Rochester Sports and Recreation Complex for excavation purposes of sand materials to be used at the facility.

Subject to Council approval of the annexation request, a First Reading of an annexation ordinance is required. The Parks and Recreation Department has requested that the Council waive a Second Reading of the annexation ordinance. A Second Reading is not required by the Minnesota Statutes and may be waived by the City Council per the City Charter. This will significantly reduce the processing time of the requested annexation and conform to the timing needed to support the timelines necessary for excavation of sand material. An annexation ordinance will be scheduled for April 6, 2026, for First Reading, subject to approval of the annexation request.

The Development Review Team is recommending that the Council approve Annexation # CD2026-001ANX.

Priorities & Foundational Principles:

Economic Vibrancy & Growth Management
Fiscal Responsibility & Sustainability

Policy Considerations & DEI Impact:

The proposed Annexation will facilitate the development of a Regional Sports and Recreational Complex. This project reflects the City's commitment to balancing regional impact with community benefit. Phase one focuses on immediate priorities and the beginning of a larger vision that enhances the City's recreational facilities, supports economic development, and fosters equity.

Prior Legislative Actions & Community Engagement:

June 2, 2025: Council Public Hearing & approval - Growth Management Map & Land Use Plan Amendments, Annexation, and Rezoning - Rochester Sports & Recreation Complex
August 26, 2025: Neighborhood Information Meeting Rochester Sports & Recreation Complex- Site Plan & Final Plat
November 18, 2025: Second Neighborhood Information Meeting - Rochester Sports & Recreation Complex Site Plan & Final Plat
January 21, 2026: Council Public Hearing & Approval Rochester Sports & Recreation Complex Final Plat
March 16, 2026: City Council - Approval of Annexation No. CD2026-001ANX

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 - CD2026-001ANX

ORDINANCE NO. _____

AN ORDINANCE ANNEXING TO THE CITY OF ROCHESTER APPROXIMATELY 124.61 ACRES OF LAND LOCATED SOUTH OF HIGHWAY 52, NORTH OF 40TH STREET SE STREET ALIGNMENT AND APPROXIMATELY 1,200 FEET EAST OF HIGHWAY 63 (PINS #041942, 041953, 041956).

THE COMMON COUNCIL OF THE CITY OF ROCHESTER DO ORDAIN:

Section 1. Whereas the subject Community Development Department has received a request by the City of Rochester Parks and Recreation Department to annex City owned property into the City of Rochester incorporated limits to facilitate City Parks and Recreation projects.

Section 2. Whereas the City of Rochester is the sole owner of the subject property.

Section 3. The City of Rochester Community Development Department has requested that the Common Council annex said land pursuant to Minn. Stat. §414.033 Subd.2(1). The land described in the annexation request is described as follows:

That part of the Southwest Quarter, and part of the Southeast Quarter of the Northwest Quarter, all in Section 24, Township 106 North, Range 14 West, described as follows:

Beginning at the southeast corner of the Southwest Quarter of said Section 24; thence South 89 degrees 45 minutes 19 seconds West (NOTE: All Bearings are in relationship with the Olmsted County Coordinate System NAD '83, Adjusted 1996), along the south line of said Southwest Quarter, 1368.60 feet; thence North 00 degrees 29 minutes 09 seconds West, parallel with the east line of said Southwest Quarter, 1751.20 feet to the south line of the North one-third of said Southwest Quarter; thence South 89 degrees 47 minutes 31 seconds West, along said south line, 1261.14 feet to the west line of said Southwest Quarter; thence North 00 degrees 29 minutes 17 seconds West, along said west line, 876.00 feet to the northwest corner of said Southwest Quarter; thence North 89

degrees 48 minutes 37 seconds East, along the north line of said Southwest Quarter, 1314.89 feet to the southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 24; thence North 00 degrees 24 minutes 37 seconds West, along the west line of said Southeast Quarter of the Northwest Quarter, 1057.20 feet to the south right of way line of Trunk Highway No. 52, as depicted on STATE HIGHWAY RIGHT OF WAY PLAT NO. 55-2 (the next 3 courses ore along said south right of way line); thence South 73 degrees 01 minutes 45 seconds East, 65.37 feet; thence South 28 degrees 16 minutes 19 seconds East, 212.13 feet; thence South 73 degrees 16 minutes 19 seconds East, 250.00 feet to Right of Way Boundary Corner B20 as shown on said STATE HIGHWAY RIGHT OF WAY PLAT NO. 55-2; thence continue South 73 degrees 16 minutes 19 seconds East, 72.03 feet; thence North 83 degrees 36 minutes 20 seconds East, 452.24 feet to the south line of said plat; thence easterly 51.35 feet along said south line and along a nontangential curve, central angle of 00 degrees 56 minutes 04 seconds, radius of 3148.79 feet, and the chord of said curve bears South 81 degrees 19 minutes 42 seconds East, 51.35 feet; thence South 01 degrees 52 minutes 07 seconds East, along said west line and not tangent to said curve, 546.49 feet; thence South 14 degrees 42 minutes 39 seconds East, 260.05 feet; thence South 27 degrees 38 minutes 24 seconds East, 241.68 feet; thence South 40 degrees 54 minutes 32 seconds East, 241.68 feet to the east line of the Southwest Quarter of said Section 24; thence South 00 degrees 29 minutes 09 seconds East, along said east line, 2227.85 feet to the point of beginning.

Except:
Beginning at the northwest comer of the Southwest Quarter of said Section 24; thence east along the north line of said Quarter Section for a distance of 80.2 feet; thence southerly at a deflection angle of 89 degrees 13 minutes for a distance of 305.8 feet; thence westerly for a distance of 81.1 feet to a point on the west line of said Quarter Section; thence north along the west line of said Quarter Section a distance of 303.9 feet to the place of beginning.

Section 4. On March 16, 2026, the Common Council of the City of Rochester determined that the land is or is about to become urban or suburban in nature.

Section 5. As provided in Minn. Stat. §414.036, the City shall make no cash payment to Rochester Township as the property is tax exempt.

Section 6. Therefore, pursuant to Minn. Stat. §414.033, subd. 2(1), the land described in Section 3 above is hereby annexed, added to and made a part of the City of Rochester, Minnesota, as if it had originally been a part thereof.

Section 7. Present and future owners of the lands annexed by this ordinance are hereby notified that in addition to the usual assessments, it is the intention of the Common Council to assess against benefited property all or a portion of the cost of any storm sewer, water tower, pumping station, and trunk line sanitary sewer construction, heretofore or hereafter undertaken to serve the area annexed.

Section 8. Upon annexation the land described in Section 3 above will be 124.61

acres of property zoned MX-G (Mixed Use General).

Section 9. This ordinance shall take effect and be in force from and after its official publication and from and after the filing of a certified copy hereof with the Minnesota Office of Administrative Hearings – Municipal Boundary Adjustments, the Rochester Township Clerk, the County Auditor and the Secretary of State.

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

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF _____, 2026.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

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