City Council Agenda
City Council - Regular Session
February 2, 2026
6:00 p.m.

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

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

Pledge of Allegiance

Vision, Principles, and Priorities for the City of Rochester

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

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

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

F.1. Minutes for the City Council Meeting of January 21, 2026
Accepting the minutes and video of the January 21, 2026, meeting as the official record of the City Council.

F.2. Off-Site Gambling Permit - Whitlock-Sonnenberg VFW Post 1215
Adopting a Resolution authorizing Whitlock-Sonnenberg VFW Post 1215 to conduct an off-site gambling event at the Olmsted County Fairgrounds, located at 107 Arena Dr SE, from July 21, 2025, through July 27, 2025.

F.3. 2026 Rochester Pride: Community Festival
Adopting a Resolution approving the special event permit application for the 2026 Rochester Pride celebration and declaring the event a community festival.

F.4. **Donations to the International Relations Committee for Student Travel Scholarships**
Adopting a Resolution accepting donations in the amount of $459.72 received from Oktoberfest, the New Year's Eve Party, and from anonymous donors.

F.5. **High Intensity Drug Trafficking Areas (HIDTA) Grant**
Authorizing the Police Department to apply for the fiscal year 2026 High Intensity Drug Trafficking Areas (HIDTA) Program Grant.

F.6. **Bid Advertisement - 2026 Overlay Street Rehabilitation - Project No. J115 and 2026 Overlay Manhole Rehabilitation - Project No. J4370**
Authorizing the advertisement for bids and scheduling a bid opening on March 3, 2026, at 11:00 a.m. for 2026 Overlay Street Rehabilitation - Project No. J115 and 11:15 a.m. for 2026 Overlay Manhole Rehabilitation - Project No. J4370.

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

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

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

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

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

F.10. **2026 - 2029 Environmental Systems Research Institute, Inc. Citywide Small Government Enterprise Agreement Renewal**
Approving the Public Works Department cost-sharing contribution to the Citywide Small Government Enterprise Agreement Renewal in the amount of $195,370 over four years for Geographic Information Systems (GIS) software.

F.11. Purchase of Rochester Public Transit Vehicles
Adopting a Resolution approving the purchase of four 40' clean diesel buses, two paratransit vehicles and one service pickup for Rochester Pubic Transit.

F.12. 2025 Destination Medical Center Annual Report to the Minnesota State Legislature
Adopting a Resolution approving the 2025 Destination Medical Center Annual Report.

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

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

G.3. Final Plat No. CD2026-002PLAT by West 34 Partners LLC to be known as Badger Heights Second
Adopting a Resolution approving Final Plat No. CD2026-002PLAT, by West 34 Partners LLC, to be known as Badger Heights Second, with five conditions, for the subdivision of 8.5 acres of land into 32 residential lots.

H. Reports and Recommendations

I. Council Initiated Actions

I.1. Council Initiated Action - Reaffirming Rochester as a Compassionate City
Considering a Council Initiated Action (CIA) requesting City Council adopt a Resolution reaffirming Rochester as a compassionate city.

J. Ordinance First Readings

K. Ordinance Second Readings

K.1. Historic Landmark Designation - 225 NW 1st Ave - Central Park
Adopting an Ordinance designating Central Park as a local historic landmark site and amending the zoning map to reflect this.

L. Tabled Items

M. Other Business

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

N. Adjournment



Vision, Principles & Priorities

Community Vision

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

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

Strategic Priorities

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

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

Organizational Vision

A vibrant, compassionate, innovative team.

Foundational Principles

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

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

CITY OF ROCHESTER MINNESOTA

Open Comment Period Participation Guidelines

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

The following speaker guidelines apply:

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

If speakers have exhibits to share with the Council:

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

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

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

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

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

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

- ✓ Send an open comment In the mail to:

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

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

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

F.1

REQUEST FOR ACTION

Minutes for the City Council Meeting of January 21, 2026

MEETING DATE:
February 2, 2026

ORIGINATING DEPT:
City Clerk

AGENDA SECTION:
Consent Agenda

PRESENTER:
Ann Kasel

Action Requested:
Accepting the minutes and video of the January 21, 2026, meeting as the official record of the City Council.

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

Priorities & Foundational Principles:
Quality Services
Social Equity

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

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

Fiscal & Resource Impact:
No fiscal impact to report.

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

Prepared By:
Ann Kasel

Attachments:
City Council Minutes - January 21, 2026

CITY OF ROCHESTER, MINNESOTA
City Council MINUTES

Attending and Viewing the Meeting:

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

Pledge of Allegiance

Vision, Principles, and Priorities for the City of Rochester

Vision, Principles and Priorities

A) Open Comment Period

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

Open Comment Period Guidelines

The following persons were called to speak:
1. Kyle Pike
2. Jarrod Lucker
3. Toby Halladay
4. Susan Robinson-Denbow
5. James Smith
6. Emma Smith
7. David Montequin
8. Isaac Johnson

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

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

The following additional persons were called to speak:
9. Peter Vevang
10. Kasey Hill
11. Pierce Johnson
12. Salah Mohammed

13. Gloria Torres-Herbeck
14. Samuel Korthauer
15. Jen Weber
16. Karen MacLaughlin
17. Esmir Hodzic
18. Kirsten Lincoln
19. Ruchi Gupta
20. Molly Dennis

B) Call to Order/Roll Call

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

C) City Administrator's Report

D) Mayor's Report

E) Order of Agenda

Order of Agenda

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

F) Consent Agenda

F.1) Minutes for the City Council Meeting of January 5, 2026

Official Act: Accepted Official Act No. 013-26 the minutes and video of the January 5, 2026, meeting as the official record of the City Council.

Cover Page

City Council Minutes - January 5, 2026

F.2) 2026 Mileage Rate

Official Act: Approved Official Act No. 014-26 a mileage rate increase from $0.70 per mile to $0.725 per mile to match the changing Internal Revenue Service (IRS) guidelines effective January 1, 2026.

Cover Page

Exhibit - IRS Press Release 2026 Mileage Rate Increase

Exhibit - IRS 2026 Standard Mileage Rates

F.3) Proposed Ordinance - Chapter 5-24 Relating to Film Permits

Official Act: Approved Official Act No. 015-26 the proposed Ordinance addition to the Rochester Code of Ordinances (RCO) Ch. 5-24 relating to Film Permits; and
Directing the City Attorney's office to prepare an Ordinance for first reading on February 2, 2026.

Cover Page

Proposed Ordinance - Chapter 5- 24 Film Permits

F.4) Bid Advertisement: Fire Station 3 Mechanical Upgrades

Official Act: Authorized Official Act No. 016-26 a advertisement for bids for Fire Station 3 Mechanical Upgrades with a bid opening on February 10, 2026.

Cover Page

Exhibit - City of Rochester Fire Station 3 Review

F.5) Bid Advertisement: Mayo Civic Center Auditorium Stage Repairs

Official Act: Authorized Official Act No. 017-26 a advertisement for bids for Mayo Civic Center Auditorium Stage Repairs with a bid opening on February 10, 2026.

Cover Page

Exhibit - Mayo Civic Center Auditorium Stage Replacement Structural

F.6) Contract with Hugo's Tree Care, Inc for tree clearing in the Reconstruction of 18th Ave SW from Mayowood Rd SW (CR 125) to 40th St SW (CR 147) - Project No. J7346

Official Act: Adopted Resolution No. 019-26 approving a contract with Hugo's Tree Care, Inc for tree clearing in the Reconstruction of 18th Ave SW from Mayowood RD SW (CR 125) to 40th St SW (CR 147) - Project No. J7346.

Cover Page

Project Location Map - 18 Ave SW - Project No. J7346

Budget Data Sheet - 18 Ave SW Tree Clearing - Project No. J7346

Contract - 18 Ave SW Reconstruction - Tree Clearing - Project No. J7346

Resolution - 18 Ave SW Reconstruction - Tree Clearing - Project No. J7346

F.7) Contract with Lakuna Consulting for Joint Enterprise Resource Planning Project

Official Act: Approved Official Act No. 018-26 the contract with Lakuna Consulting for project management for the joint Enterprise Resource Planning Project.

Cover Page

Agreement - City & RPU - Lakuna Consulting

F.8) Memorandum of Understanding (MOU) Clarifying Financial Process for Dispatch Services

Official Act: Approved Official Act No. 019-26 a Memorandum of

Understanding (MOU) with Olmsted County clarifying the financial process for Dispatch Services.

Cover Page

Memorandum of Understanding (MOU) - City of Rochester and Olmsted County 2025 Dispatch Terms

F.9) Settlement Agreement Related to Transportation Improvement District Fee Dispute

Official Act: Approved Official Act No. 020-26 a settlement agreement with an additional claimant stemming from previous litigation between Tap House Real Estate, LLC and the City of Rochester, in United States District Court matter No. 22-cv00492 (ECT/DTS) (D. Minn.).

Cover Page

Settlement Agreement - Rochester and the Stencil Group

F.10) (Moved to H.1 for discussion) Site Development Agreement with Mayo Clinic for the West Logistics Center and the Ozmun/Waterman Clinical Building

F.11) Destination Medical Center (DMC) Development Plan Five-Year Update

Official Act: Adopted Resolution No. 020-26 approving the Destination Medical Center (DMC) Development Plan Five-Year Update.

Cover Page

Exhibit - DMC Development Plan 5-Year Update

Exhibit - DMC Development Plan Update - Appendix

Exhibit - DMC Development Plan Update - Summary Change Log

Memo - City Council Study Session Feedback

Resolution - DMC Development Plan Update

Approved the Consent Agenda in block items F.1 to F.9 and F.11.

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

Public Hearing Guidelines

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

Public Hearing Guidelines

G) Public Hearings

G.1) Conditional Use Permit No. CD2025-010CUP by UCI Tower

Official Act: Adopted Resolution No. 021-26 approving Conditional Use

Permit No. CD2025-010CUP by UCI Tower, for the construction of a wireless communications facility consisting of a 105-foot monopole tower and ancillary equipment located in a R-2 (Low Density Residential - Small Lot) Zoning District.

City Development Planner Desmond McGeough presented the item and answered questions on the item.
UCI Verizon Tower representative Matthew Coonerty spoke on the item and answered questions on the item.
The public hearing was opened. Having no persons wishing to speak, the public hearing was closed.

Cover Page

CD Memo - CD2025-010CUP - UCI Verizon Wireless WCF

Development Process - CD2025-010CUP - UCI Verizon Wireless WCF

Notification Map - CD2025-010CUP - UCI Verizon WCF

Location Map Exhibit - CD2025-010CUP - UCI Verizon Wireless WCF

Narrative - CD2025-010CUP - UCI Verizon Wireless WCF

Site Plan & Supporting Docs - CD2025-010CUP - UCI Verizon Wireless WCF

Agency Reivew Comment - CD2025-010CUP - UCI Verizon Wireless WCF

NIM Notes - CD2025-010CUP - UCI Verizon Wireless WCF

PZC Minutes - CD2025-010CUP - UCI Verizon Wireless WCF

Resolution - CD2025-010CUP - UCI Verizon WCF

Adopted Resolution No. 021-26 approving Conditional Use Permit No. CD2025-010CUP by UCI Tower, for the construction of a wireless communications facility consisting of a 105-foot monopole tower and ancillary equipment located in a R-2 (Low Density Residential - Small Lot) Zoning District.

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

G.2) Final Plat No. CD2025-043PLAT by City

Official Act: Adopted Resolution No. 022-26 approving Final Plat No. CD2025-043PLAT, by the City, to be known as the Regional Sports and Recreation Complex, with three conditions, for the subdivision of 158.21 acres of land into one lot and four outlots.

City Development Planner Desmond McGeough presented the item.
The public hearing was opened. Having no persons wishing to speak, the public hearing was closed.

Cover Page

CD Memo - CD2025-043PLAT - Regional Sports and Recreation Complex Final Plat

Location Map Exhibit - CD2025-043PLAT - Regional Sports and Recreation Complex Final Plat

Final Plat - CD2025-043PLAT - Regional Sports and Recreation Complex Final Plat

Narrative - CD2025-043PLAT - Regional Sports and Recreation Complex Final Plat

NIM Minutes - CD2025-043PLAT - Regional Sports and Recreation Complex Final Plat

Review Comments -CD2025-043PLAT - Regional Sports and Recreation Complex Final Plat

Final Plat Criteria - CD2025-043PLAT - Regional Sports and Recreation Complex Final Plat

Resolution - CD2025-043PLAT - Regional Sports and Recreational Complex Final Plat

Adopted Resolution No. 022-26 approving Final Plat No. CD2025-043PLAT, by the City, to be known as the Regional Sports and Recreation Complex, with three conditions, for the subdivision of 158.21 acres of land into one lot and four outlots.

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

H) Reports and Recommendations

H.1) (previously item F.10) Site Development Agreement with Mayo Clinic for the West Logistics Center and the Ozmun/Waterman Clinical Building

Official Act: Authorized Official Act No. OA021-26 a Site Development Agreement with Mayo Clinic, a Minnesota non-profit organization for conditional site plan approval for the construction of the West Logistics Center and the Ozmun/Waterman Clinical building as part of Bold. Forward. Unbound in Rochester.

Deputy City Administrator Cindy Steinhauser answered questions on the item.
Rochester Public Utilities General Manager Tim McCollough answered questions on the item.
Community Development Director Irene Woodward answered questions on the item.

Cover Page

Agreement - SDP Agreement West Logistics (Full with Exhibits)

Agreement - SDP Agreement Ozmun and Waterman (Full with Exhibits)

Authorized Official Act No. OA021-26 a Site Development Agreement with Mayo Clinic, a Minnesota non-profit organization for conditional site plan approval for the construction of the West Logistics Center and the

Ozmun/Waterman Clinical building as part of Bold. Forward. Unbound in Rochester.

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

I) Council Initiated Actions

J) Ordinance First Readings

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

Official Act: Approving Zone Change No. CD2025-005ZC, by Enclave Development, LLC., amending the zoning designation on a 2.04-acre site from R-2x (Low Density Residential Infill) to R-4 (High Density Residential) and directing the City Attorney to prepare an Ordinance for First Reading.

City Attorney Michael Spindler-Krage introduced the item.

Cover Page

Ordinance - CD2025-005ZC

K) Ordinance Second Readings

L) Tabled Items

M) Other Business

N) Adjournment

Adjournment at 8:16 p.m.

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

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

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Off-Site Gambling Permit - Whitlock-Sonnenberg VFW Post 1215

MEETING DATE:
February 2, 2026

ORIGINATING DEPT:
City Clerk

AGENDA SECTION:
Consent Agenda

PRESENTER:
Christiaan Cartwright

Action Requested:

Adopting a Resolution authorizing Whitlock-Sonnenberg VFW Post 1215 to conduct an off-site gambling event at the Olmsted County Fairgrounds, located at 107 Arena Dr SE, from July 21, 2025, through July 27, 2025.

Report Narrative:

Established on September 2, 1924, and named in honor of two veterans from the Rochester area, Whitlock-Sonnenberg VFW Post 1215 (" the VFW") is a non-profit organization dedicated to supporting veterans and the community.

With a strong commitment to making a positive impact, the VFW members strive to improve the lives of veterans and their families and contribute to the vitality of local neighborhoods. Through live music, entertaining trivia nights, charitable gambling, and weekly gatherings, the VFW engages the community in various ways to foster fellowship, enjoyment, and strong community connections.

In full compliance with state statutes, Whitlock-Sonnenberg VFW Post 1215 is seeking a permit to host an off-site gambling event at Olmsted County Fairgrounds, located at 107 Arena Dr SE, from July 27, 2026, to August 2, 2026.

Priorities & Foundational Principles:

Quality Services
Economic Vibrancy & Growth Management

Policy Considerations & DEI Impact:

The issuance of licenses and permits is one of many efforts to ensure public safety, health, and well-being through oversight of the activities of various entities and designated businesses within the City, as well as oversight of licenses and permits issued relating to alcohol, gambling, and animals. Off-site gambling permits require municipal approval by Resolution in accordance with Minn. State Statutes 349.213.

Prior Legislative Actions & Community Engagement:

July 7, 2025: City Council Approval - Charitable Off-Site Gambling Resolution.

Fiscal & Resource Impact:

Licensing activity is budgeted for under the City Clerk's Office main departmental budget. License application fees cover a portion of the cost of administering the licensing process.

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:

Vorleak Sin

Attachments:

Resolution - Off-Site Gambling Permit for 1215 Whitlock Sonnenber VFW Post at Olmsted County Fairgrounds

RESOLUTION

Approving 1215 Whitlock - Sonnenberg VFW to Conduct an Off-Site Gambling Event at the Olmsted County Fairgrounds.

WHEREAS, off-site permits issued by the state require municipal permit approval by Resolution in accordance with Minn. State Statutes 349.213 and 349.165; and

WHEREAS, 1215 Whitlock-Sonnenberg VFW Post has applied for an off-site gambling permit from July 27, 2026, through August 2, 2026; and

WHEREAS, the gambling premises will be at the Olmsted County Fairgrounds, located at 107 Arena Drive SE.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Rochester, Minnesota, that the Council authorizes the 1215 Whitlock-Sonnenberg VFW to conduct an off-site gambling event at Olmsted County Fairgrounds, located at 107 Arena DR SE, from July 27, 2026, through August 2, 2026.

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

2026 Rochester Pride: Community Festival

MEETING DATE:
February 2, 2026

ORIGINATING DEPT:
City Clerk

AGENDA SECTION:
Consent Agenda

PRESENTER:
Christiaan Cartwright

Action Requested:
Adopting a Resolution approving the special event permit application for the 2026 Rochester Pride celebration and declaring the event a community festival.

Report Narrative:
Rochester Pride 2026 ("the event") has applied for a special event permit. The event is scheduled for May 16, 2026. Setup will commence on May 15, 2026, from 09:00 a.m. to 8:00 p.m. On the day of the event, setup will begin at 6:00 a.m., and cleanup will be completed by 9:00 p.m. The event itself will take place from 12:00 p.m. until 5:00 p.m.

The event will be held at Soldiers Field Park's Track and Field area, 300 7th St SW.

The event is requesting that the City Council waive the 85-decibel limit, with all sound terminating no later than 5:00 p.m. in concert with the event's end time.

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

Policy Considerations & DEI Impact:
In approving the issuance of licenses, the Council is participating as prescribed by City ordinances in the regulatory framework in place to ensure public safety, health and well-being through oversight of the activity by contractors and designated businesses within the city, as well as oversight of licenses issued relating to alcohol, gambling, and animals.

Prior Legislative Actions & Community Engagement:
March 7, 2022: City Council - 2022 Rochester Pride community festival approved.

April 3, 2023: City Council - 2023 Rochester Pride community festival approved.

February 5, 2024: City Council - Council approved administrative issuance of many of our licenses through the adopting of Ordinance No.4522. This RCA addresses one of the license types still requiring final council approval due to community festival requirements levied by State law."

May 6, 2024: City Council - 2024 Rochester Pride community festival approved.

March 17, 2025: City Council - 2025 Rochester Pride community festival approved.

Fiscal & Resource Impact:
Licensing activity is budgeted for under the City Clerk’s Office's main departmental budget. License application fees cover a portion of the cost of administering the licensing process.

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

Prepared By:
Vorleak Sin

Attachments:
Resolution - 2026 Rochester Pride Community Festival

RESOLUTION

Approving a Special Event Permit for the 2026 Rochester Pride Community Festival with Amplified Sound Waiver.

WHEREAS, Sec. 5-19-5(b) of the Rochester Code of Ordinances ("R.C.O.") states that specified on-sale intoxicating liquor licensees may dispense intoxicating liquor off-premises at a Community Festival held with the City of Rochester; and

WHEREAS, R.C.O. Sec. 5-19-5(b) defines a "Community Festival" to mean a community event celebrating the people, history, food, culture, music or events of the City of Rochester as declared by resolution of the Common Council; and

WHEREAS, R.C.O Sec 8-11-6 (c) does empower the City Council to "waive the maximum allowable sound pressure level provided in subsection (b) of this section and replace it with a restriction requiring the amplified sound to terminate no later than 05:00 p.m. on the day of each event covered by the permit."; and

WHEREAS, the 2026 Rochester Pride ("The Event") event will occur on May 16, 2026, on the track field area of the Soldier's Field Park located at 300 7th St SW; and

WHEREAS The Event is a community event celebrating the people, history, food, culture, music, or events of the City of Rochester; and

WHEREAS, the City of Rochester Common Council wishes to declare The Event as a Community Festival.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Rochester, Minnesota, that the Council, pursuant to R.C.O. Sec. 5-19-5(b), does hereby declare the Rochester Pride Event as a Community Festival.

BE IT FURTHER RESOLVED by the Common Council of the City of Rochester, Minnesota, that the Council, pursuant to R.C.O. Sec. 8-11-6(c), does hereby waive the maximum allowable sound pressure The Event and replace it with a restriction requiring the amplified sound to terminate no later than 05:00 p.m. on the dates of the event.

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

Donations to the International Relations Committee for Student Travel Scholarships

MEETING DATE:
February 2, 2026

ORIGINATING DEPT:
Office of the Mayor

AGENDA SECTION:
Consent Agenda

PRESENTER:
Mayor Norton

Action Requested:
Adopting a Resolution accepting donations in the amount of $459.72 received from Oktoberfest, the New Year's Eve Party, and from anonymous donors.

Report Narrative:
The International Relations Committee focuses on advancing Rochester as a global city and promoting peace through mutual respect, understanding, and cooperation though citizen diplomacy.

The IRC has participated in two events to raise funds for student scholarships to support travel to Rochester's Sister Cities. The Oktoberfest event grossed $314.00 and the New Year's Eve Party raised $48.57. Additionally, we have received $40.15 from Dr. Ashok Patel, and $57 from donors who wish to remain anonymous. Acceptance of these donations is to support students who wish to participate in Sister City travel opportunities. The Committee is grateful for the donations.

Priorities & Foundational Principles:
Fiscal Responsibility & Sustainability
Compassion

Policy Considerations & DEI Impact:
This donation will further the mission of the International Relations Committee to develop economic and cultural relationships and exchanges with our Sister Cities by supporting youth opportunities and involvement.

Prior Legislative Actions & Community Engagement:
There have been no prior legislative actions.

Fiscal & Resource Impact:
This donation will have a net zero impact on the City.

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

Prepared By:
Michon Rogers

Attachments:

Resolution - Donations for Student Travel Scholarships (January 2026)

RESOLUTION

Accepting donations from Oktoberfest, NYE Party, Dr. Ashok Patel, and anonymous donors to the International Relations Committee to support student travel scholarships.

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

WHEREAS, the following donations have been offered as gifts set forth below to the City:

Oktoberfest proceeds	$314.00
NYE Party proceeds	48.57
Dr. Ashok Patel	40.15
Anonymous donors	57.00

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

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

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

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

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF

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

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF _____, 2026.

_____
MAYOR OF SAID CITY

(Seal of the City of

Rochester, Minnesota)

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

High Intensity Drug Trafficking Areas (HIDTA) Grant

MEETING DATE:
February 2, 2026

ORIGINATING DEPT:
Rochester Police Department

AGENDA SECTION:
Consent Agenda

PRESENTER:
Cpt. Penning

Action Requested:

Authorizing the Police Department to apply for the fiscal year 2026 High Intensity Drug Trafficking Areas (HIDTA) Program Grant.

Report Narrative:

The High Intensity Drug Trafficking Areas (HIDTA) Program provides funding resources to federal, state, local, tribal, and territorial law enforcement agencies in each HIDTA-designated area to carry out activities that address the specific drug threats of those areas. The mission of the HIDTA program is to disrupt the market for illegal drugs in the United States in the support of the National Drug Control Strategy by assisting federal, state, local, tribal, and territorial law enforcement entities participating in the HIDTA Program to dismantle and disrupt drug trafficking and money laundering organizations.

The purpose of the program is to reduce drug trafficking and production in the United States by:

1) Facilitating cooperation among federal, state, local, and tribal law enforcement agencies to share information and implement coordinated enforcement activities.

2) Enhancing law enforcement intelligence amount federal, state, local, and tribal law enforcement agencies.

3) Providing reliable law enforcement intelligence among federal, state, local, and tribal law enforcement agencies.

4) Supporting coordinated law enforcement strategies which maximize use of available resource to reduce the supply of illegal drugs.

The City of Rochester is eligible to apply for a HIDTA grant in the amount of $38,000 for expenses that support the investigation and disruption of significant drug/violent crimes. The grant period is two years. A condition of the funding is that it supplement and not supplant the department's budget. The grant does not require a match.

Continued participation in the HIDTA Grant Program is essential to sustaining and enhancing the department's ability to investigate drug trafficking crimes. Through continued HIDTA participation, the initiative will maintain established partnerships among law enforcement agencies ensuring a coordinated response to evolving drug threats.

Priorities & Foundational Principles:
Public Safety
Fiscal Responsibility and Sustainability

Policy Considerations & DEI Impact:
The threat of drug overdose deaths is seen across a broad age, race, and socioeconomic spectrums. Past participation in the HIDTA program has enabled the police department to enhance the safety of the Rochester community.

Prior Legislative Actions & Community Engagement:
Beginning in 2019, HIDTA has provided a grant to the City of Rochester. This is an annual grant program.

Fiscal & Resource Impact:
The grant provides up to $38,000 for supplies and services to RPD for investigative expenses. The grant enhances the police department's ability to investigate significant drug-related and/or violent crimes.

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

Prepared By:
Sarah Clayton

Attachments:

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

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

MEETING DATE:
February 2, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:

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

Report Narrative:

The City's ongoing infrastructure maintenance program focuses on street rehabilitation, aimed at extending the life of City streets through a partial-depth milling and bituminous overlay process. City crews, with the assistance of a paving contractor, complete this street preservation work annually. Due to the nature of the overlay process, it requires coordination and financial contributions from both paving and utility funding sources.

The 2026 Overlay Street Rehabilitation contract will provide the necessary materials, equipment, and labor for the bituminous overlay aspect of the project. This year's project is estimated to cost $2,325,000 and will cover 14.1 centerline miles of street overlay.
Rehabilitation of the streets also requires that each manhole be adjusted to sit flush with the new pavement height, which helps extend the life of the manhole structures. Additionally, this presents an opportunity to replace damaged manhole structures and waterproof the infrastructure to prevent unwanted groundwater and stormwater from entering the sanitary sewer system.

The 2026 Overlay Manhole Rehabilitation contract will provide the equipment and labor needed to adjust stormwater and sanitary sewer manholes to be level with the new road surface, as well as to replace any damaged infrastructure. The estimated cost for labor and equipment to complete this work is $905,000.

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 ratings are considered for inclusion in the project each year. This annual maintenance program invests in local streets across the community, including streets in low-income areas. The 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:
Construction Materials and Annual Bituminous Street Rehabilitation, Resurfacing, and Preservation are adopted in the 2026-2031 Capital Improvement Plan (CIP) budget.

Fiscal & Resource Impact:
Funding for the repaving portion of the 2026 Overlay Street Rehabilitation is allocated from 43115.82980 Street Maintenance - Contractual Services Budget. These funds are allocated from the annual municipal state aid maintenance funds. Additional funds are allocated from J2201 Annual Bituminous Street Rehabilitation, Resurfacing, and Preservation.

The stormwater portion of the 2026 Overlay Manhole Rehabilitation project 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 is allocated from Map #3 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

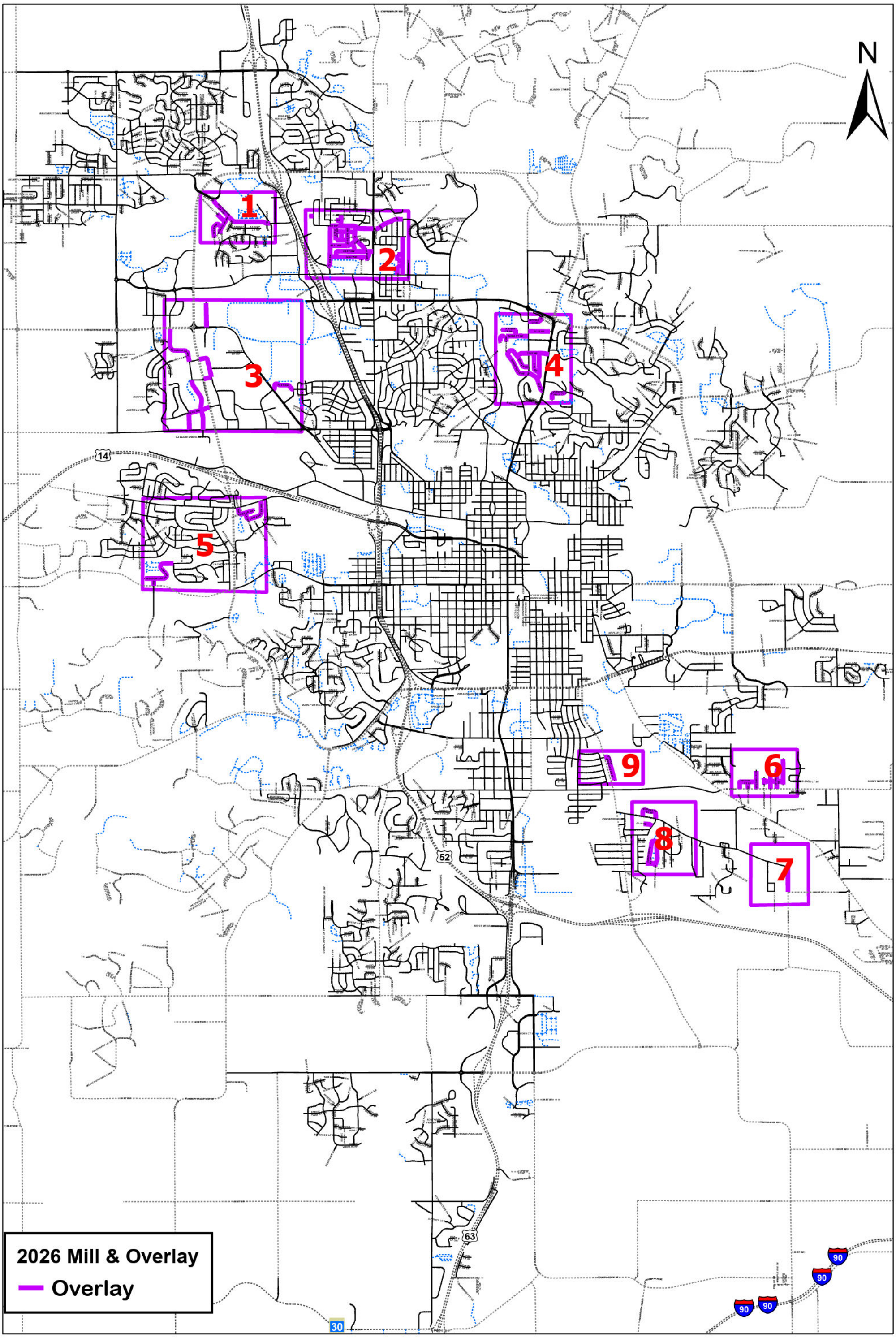
Attachments:
Location Map - 2026 Overlay Street Rehabilitation - Project No. J115 & 2026 Overlay Manhole Rehabilitation - Project No. J4370

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

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

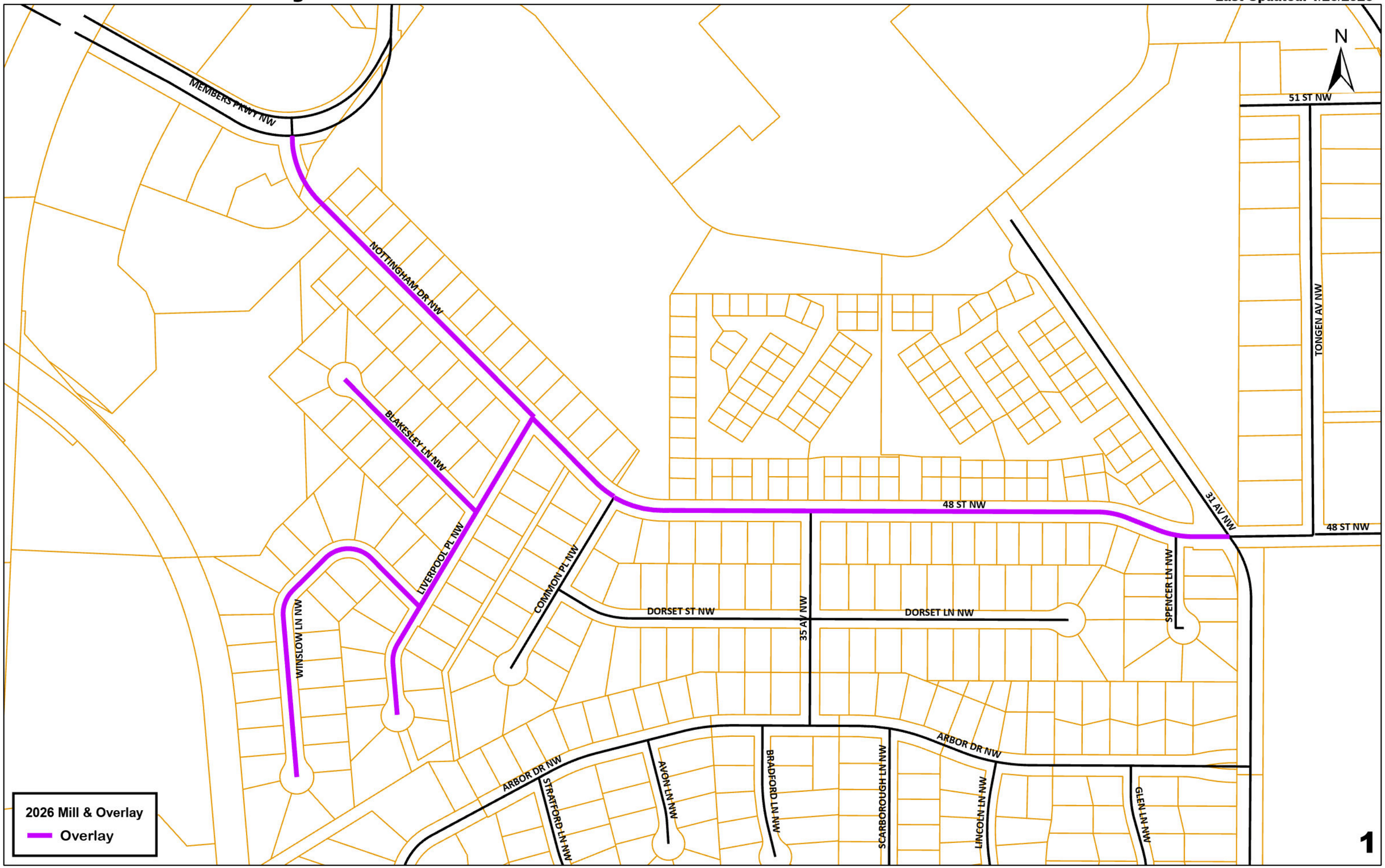
2026 Mill & Overlay

Last Updated: 10/21/2025



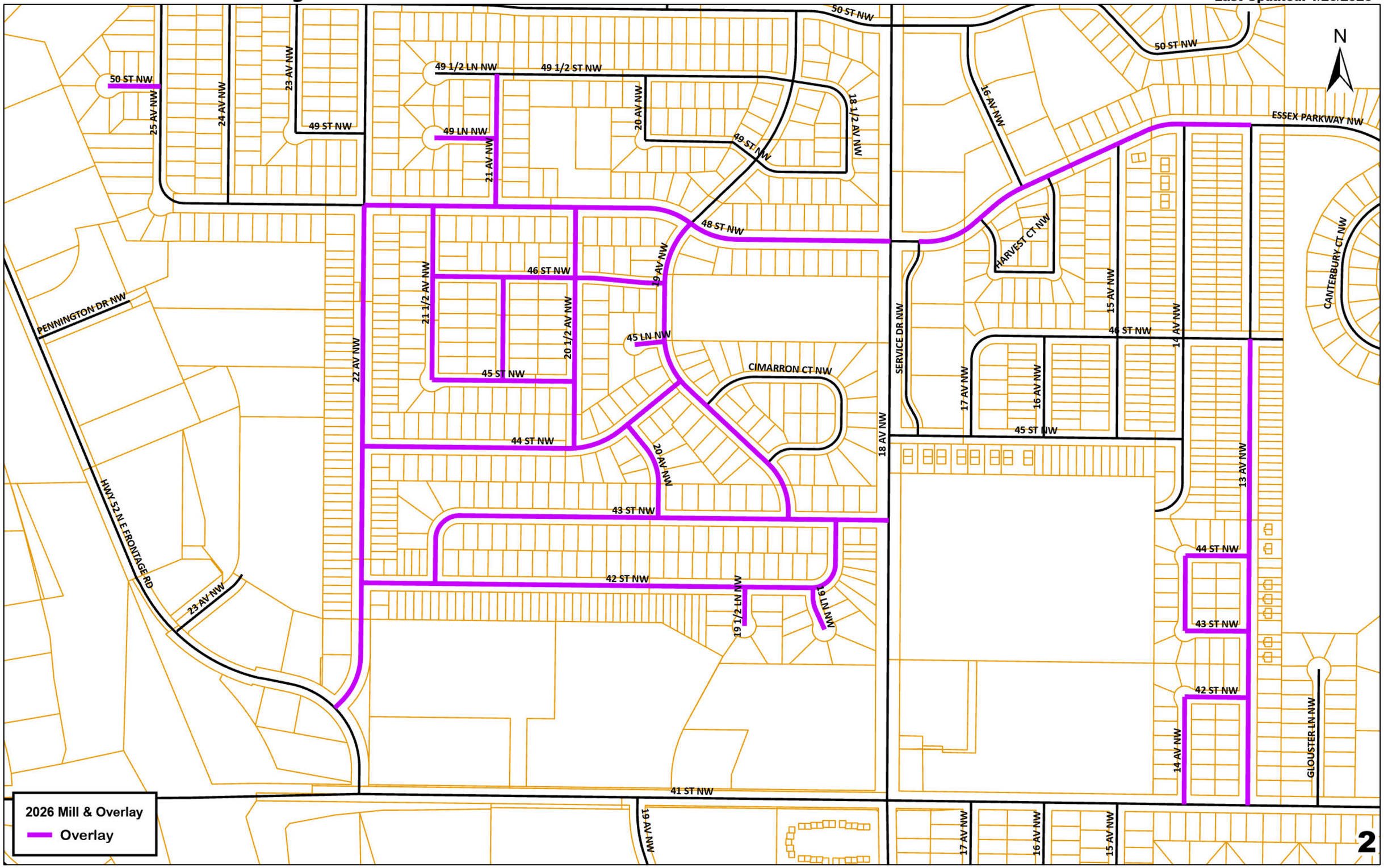
2026 Mill & Overlay

Last Updated: 1/20/2026



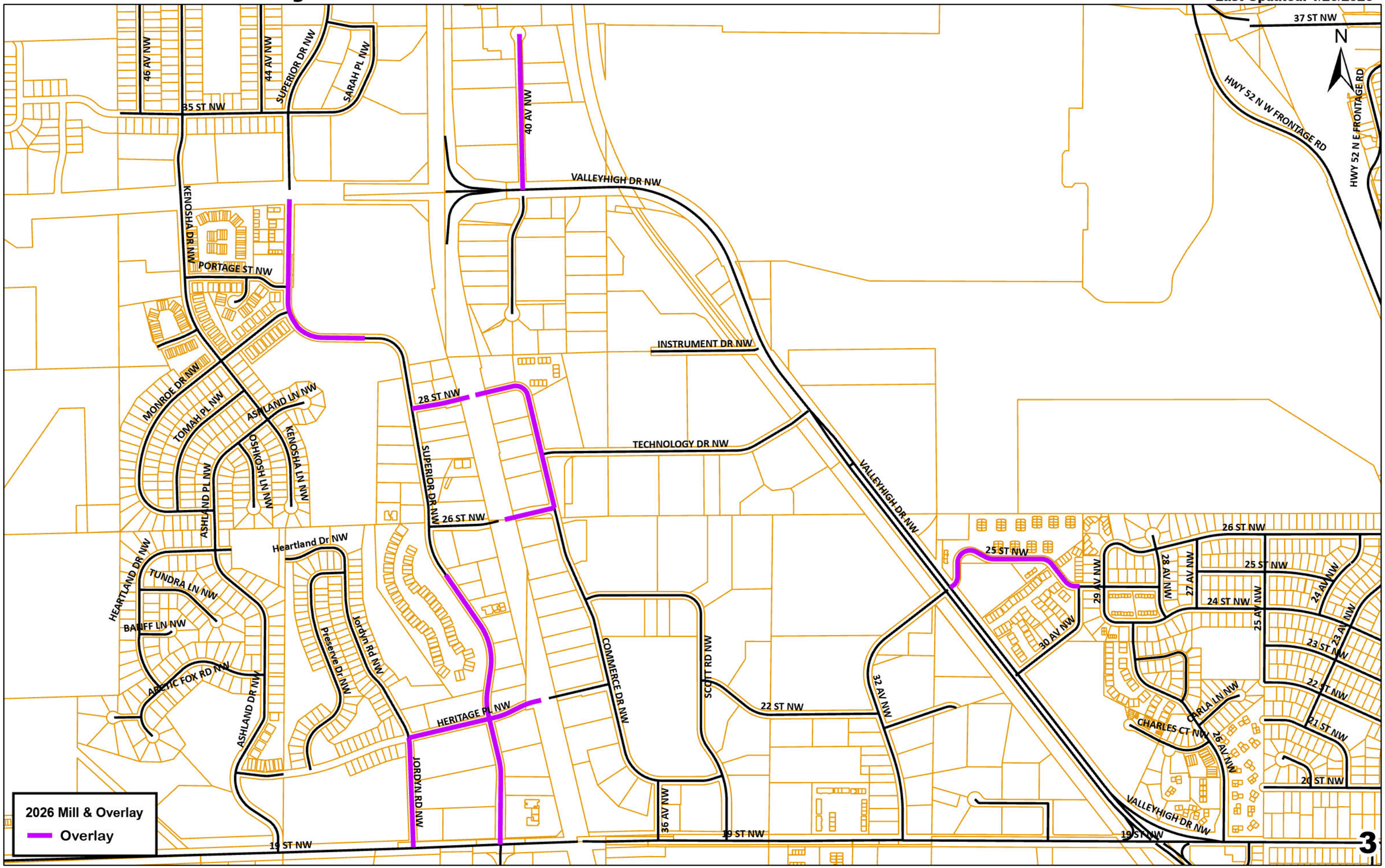
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Last Updated: 1/20/2026



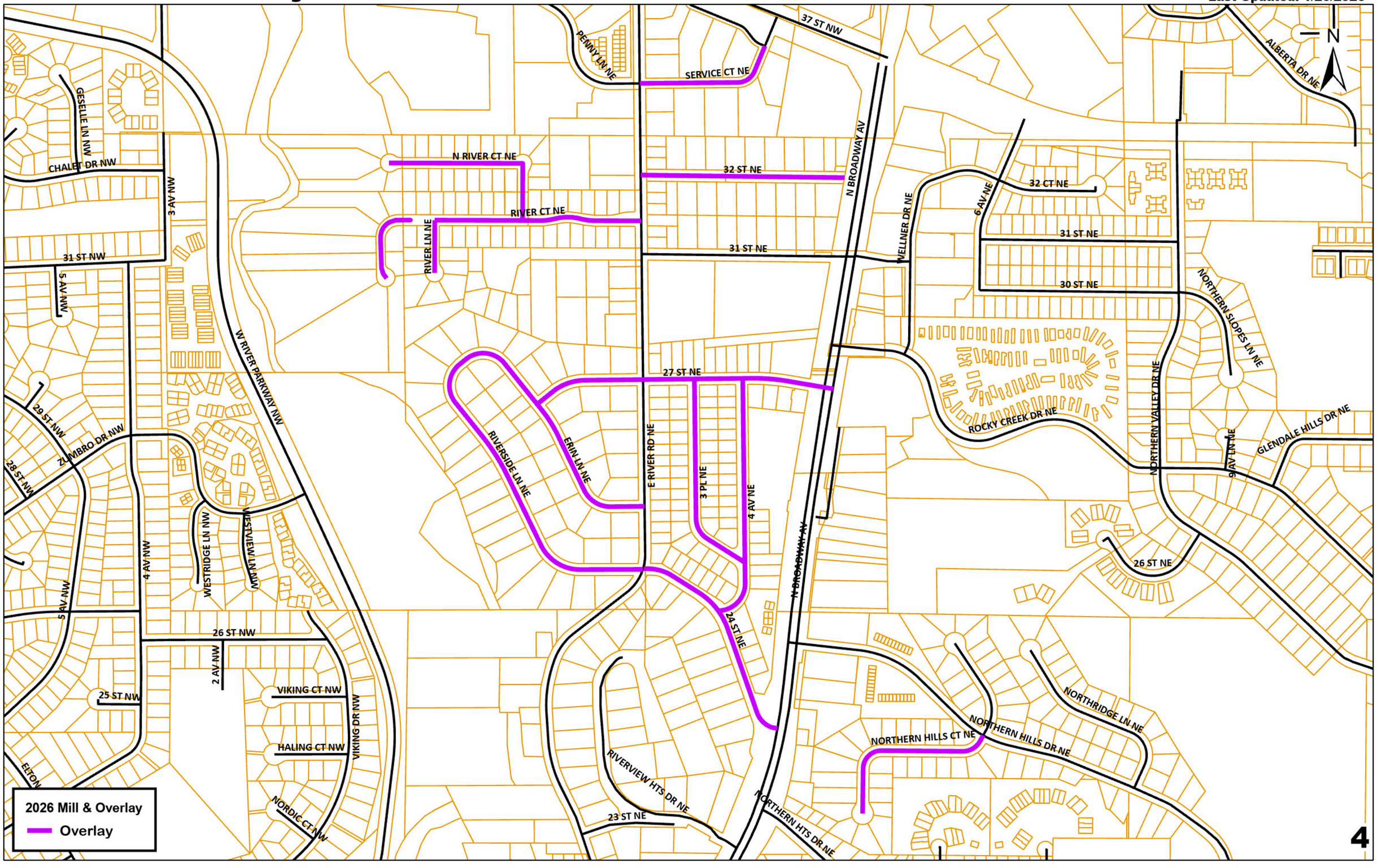
2026 Mill & Overlay

Last Updated: 1/20/2026



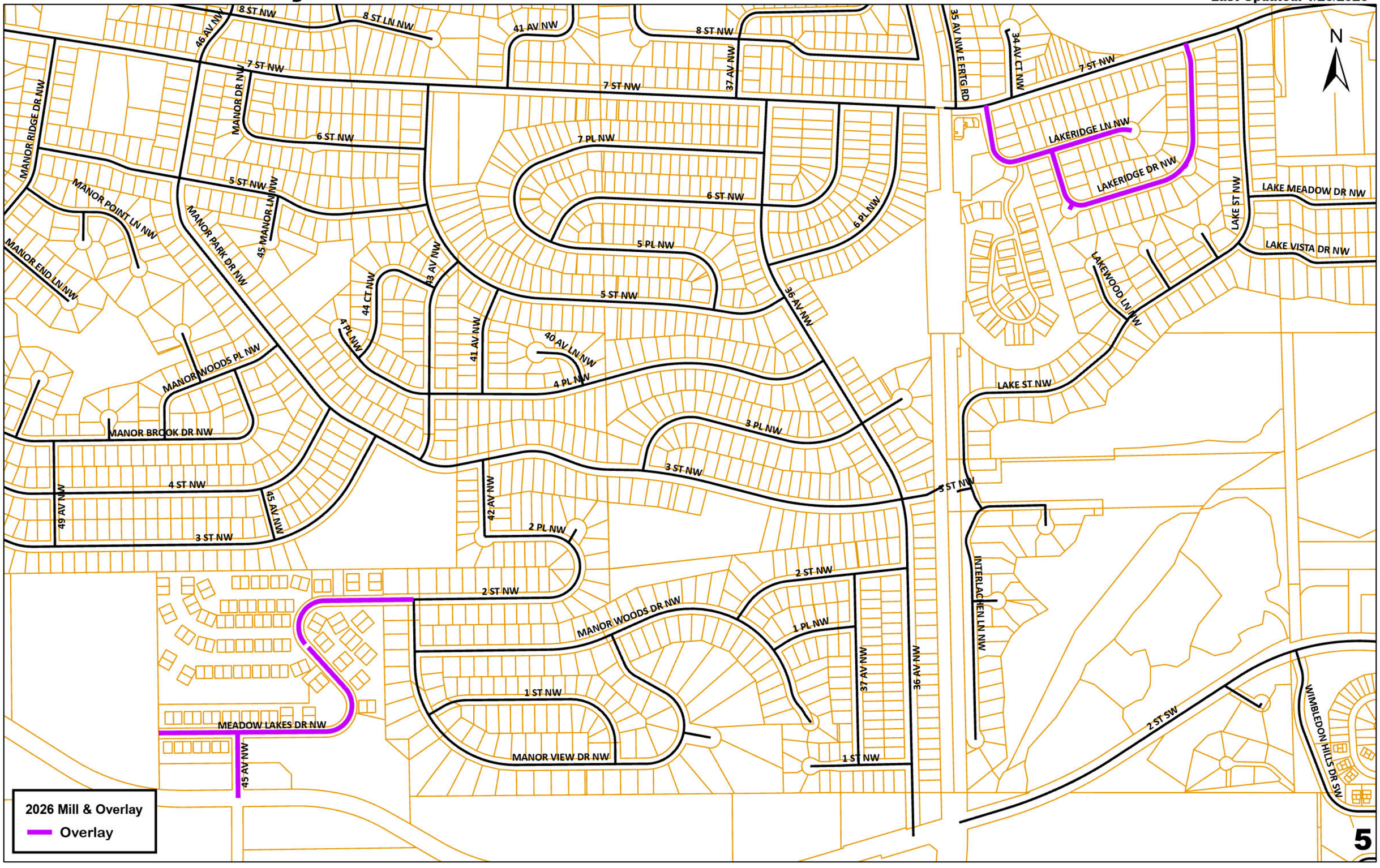
2026 Mill & Overlay

Last Updated: 1/20/2026



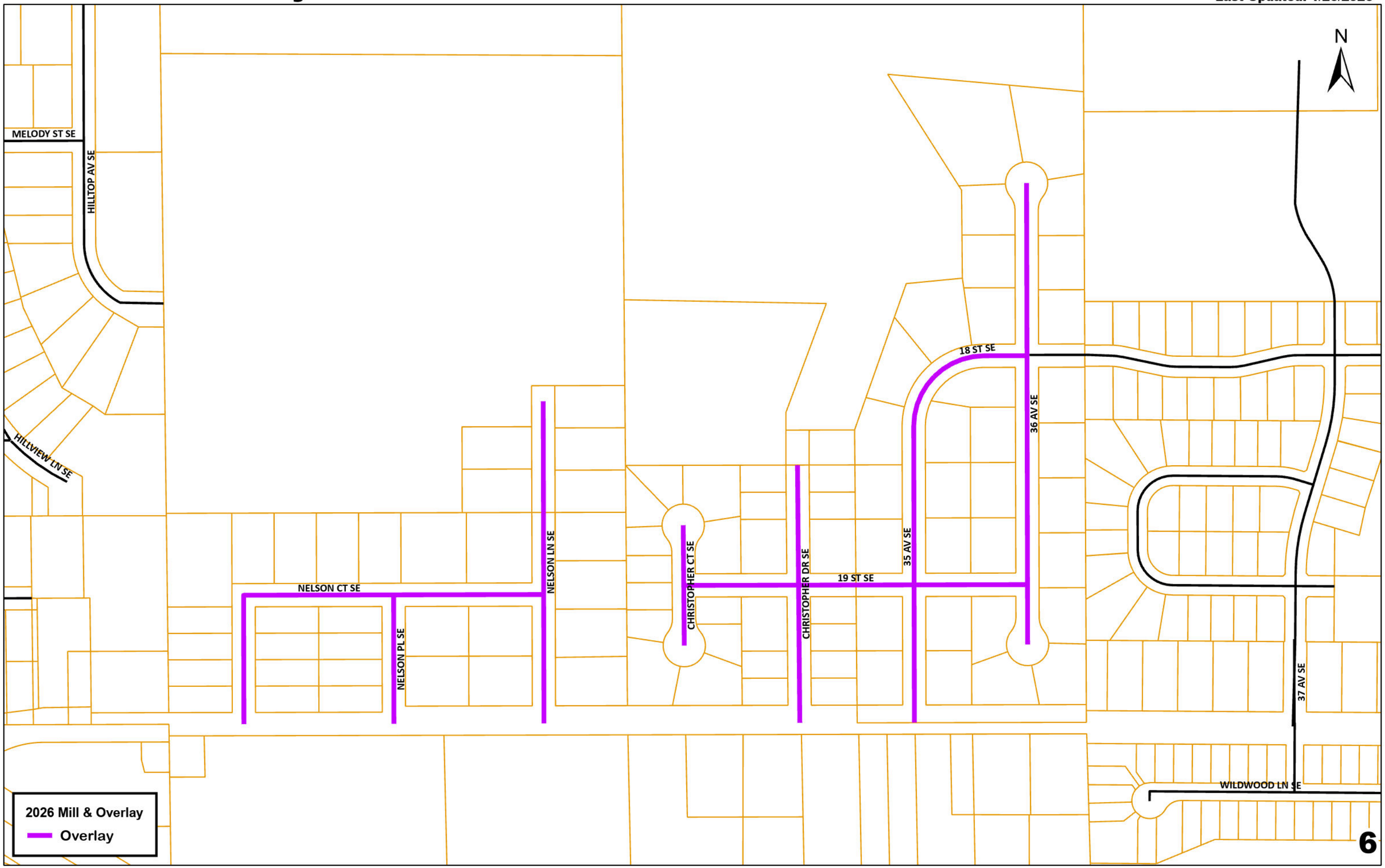
2026 Mill & Overlay

Last Updated: 1/20/2026



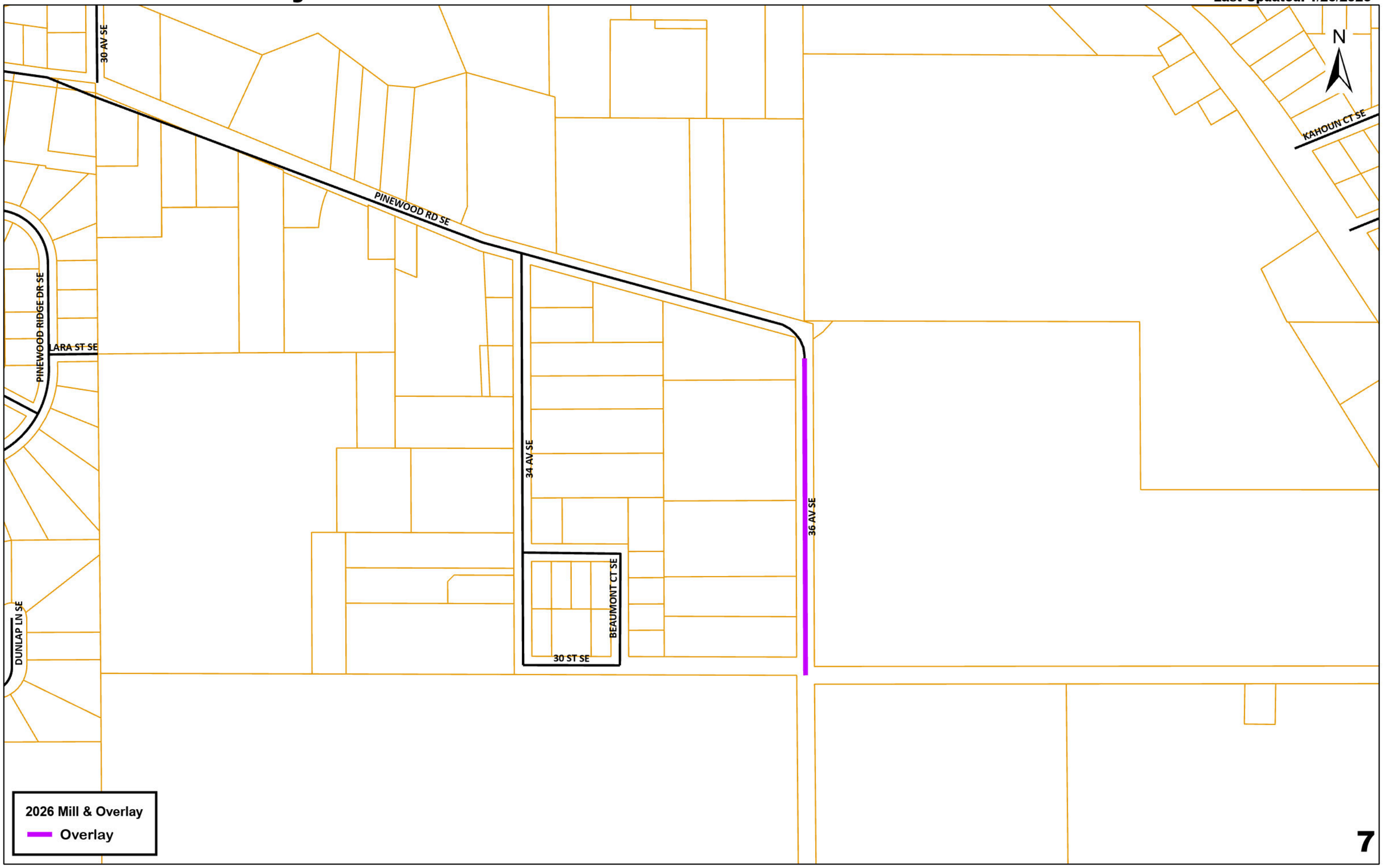
2026 Mill & Overlay

Last Updated: 1/20/2026



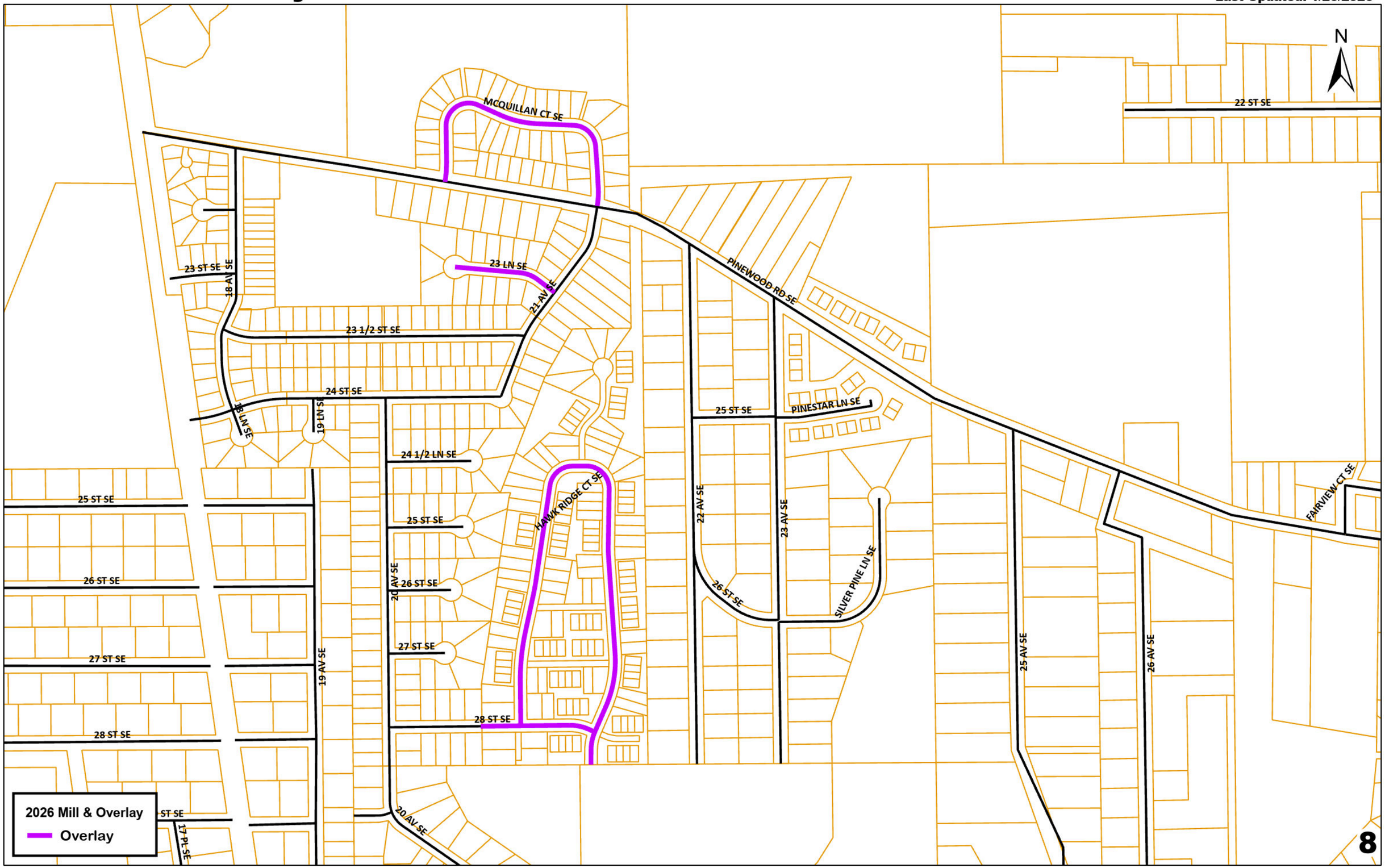
2026 Mill & Overlay

Last Updated: 1/20/2026



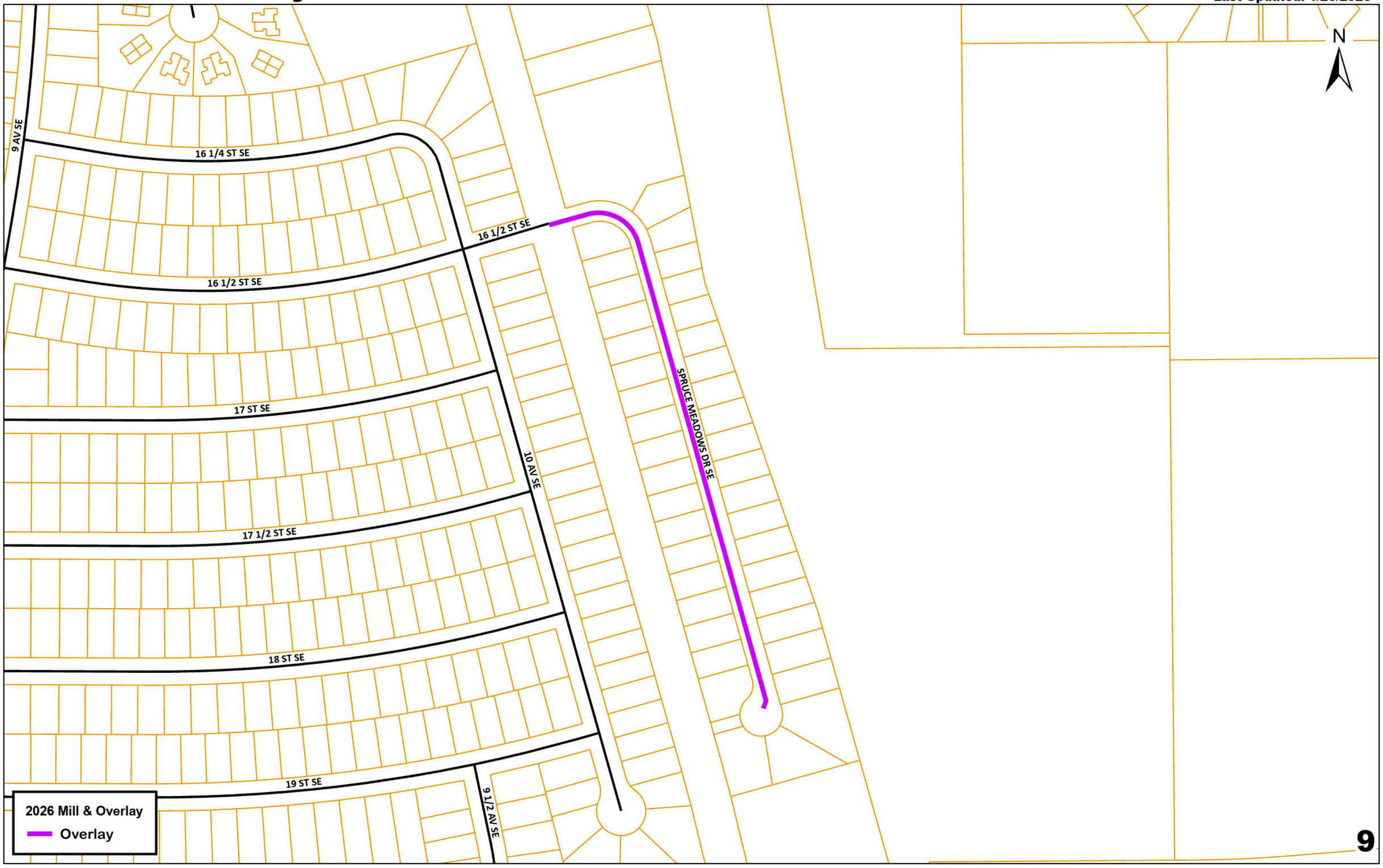
2026 Mill & Overlay

Last Updated: 1/20/2026



2026 Mill & Overlay

Last Updated: 1/20/2026



CITY OF ROCHESTER
NOTICE OF BIDS

Notice is hereby given that electronic bids will be accepted by the City Clerk through *https://connex.rtvision.com*, until **11:00 A.M. on March 3, 2026** for the construction of the following described local improvement, pursuant to Minnesota Statutes, Chapter 429, as amended, in accordance with the plans and specifications for the same which are on file in the Office of the City Clerk of said City:

J115 2026 Overlay Street Rehabilitation

Immediately following expiration of the time for receiving bids, the City Clerk and two designated City officials will publicly open said bids in the City Hall and tabulate them in advance of the Council meeting. The Common Council will consider the bids in the Council/Board Chambers at the Government Center at 6:00 P.M. on March 16, 2026.

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

ONLY REGISTERED PLAN HOLDERS WILL BE ALLOWED TO BID ON PROJECTS

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

Dated at Rochester, Minnesota this **2 day of February 2026**.
Ann Kasel, City Clerk

CITY OF ROCHESTER
NOTICE OF BIDS

Notice is hereby given that electronic bids will be accepted by the City Clerk through *https://connex.rtvision.com*, until **11:15 A.M. on March 3, 2026** for the construction of the following described local improvement, pursuant to Minnesota Statutes, Chapter 429, as amended, in accordance with the plans and specifications for the same which are on file in the Office of the City Clerk of said City:

J4370 2026 Overlay Manhole Rehabilitation

Immediately following expiration of the time for receiving bids, the City Clerk and two designated City officials will publicly open said bids in the City Hall and tabulate them in advance of the Council meeting. The Common Council will consider the bids in the Council/Board Chambers at the Government Center at 6:00 P.M. on March 16, 2026.

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

ONLY REGISTERED PLAN HOLDERS WILL BE ALLOWED TO BID ON PROJECTS

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

Dated at Rochester, Minnesota this **2 day of February 2026**.
Ann Kasel, City Clerk

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

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

MEETING DATE:
February 2, 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 various electrical duct bank private improvements within the public right-of-way of 1st St SW, 3rd St NW, 3rd Ave NW, 4th Ave NW, and 5th Ave NW, to facilitate the Mayo Clinic - 15kv Distribution Marion Bus 10/11 Feeder Extension Project Package B3.

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 various private improvements, including electrical duct banks, to be constructed within the public right-of-way of 1st St SW, 3rd St NW, 3rd Ave NW, 4th Ave NW, and 5th Ave NW to support Mayo's 15kv Distribution – Marion Bus 10/11 Feeder Extension Package B3. 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 agreement has been provided to the Owner for its execution prior to execution and recording by the City.

Priorities & Foundational Principles:

Economic Resilience
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. They 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 for the preparation and recording of the subject Revocable Permit and Agreement.

Alternative Action(s):

No alternative actions suggested at this time.

Prepared By:

Mark Baker

Attachments:

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

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 1st Street SW, 3rd Street NW, 3rd Avenue NW, 4th Avenue NW, and 5th Avenue NW (hereinafter collectively referred to as “Right of Way”) as part of Mayo’s 15kv Distribution – Marion Bus 10/11 Feeder Extension Package B3 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 R25-0075GF, which have been approved by the City, and as depicted for general location reference within **EXHIBITS A, B, C, D, E**, and **F** of this Agreement.

   Private Improvements:

   - Electrical duct bank (Mayo 1-B) along 3rd Avenue NW, 3rd Street NW, 4th Avenue NW, and 5th Avenue NW right of way
   - Electrical duct bank (Essential 1-B) along 3rd Avenue NW, 3rd Street NW, 4th Avenue NW, and 5th Avenue NW right of way
   - Electrical duct bank (Essential 1-A) along 1st Street SW 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 G**.

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: _____

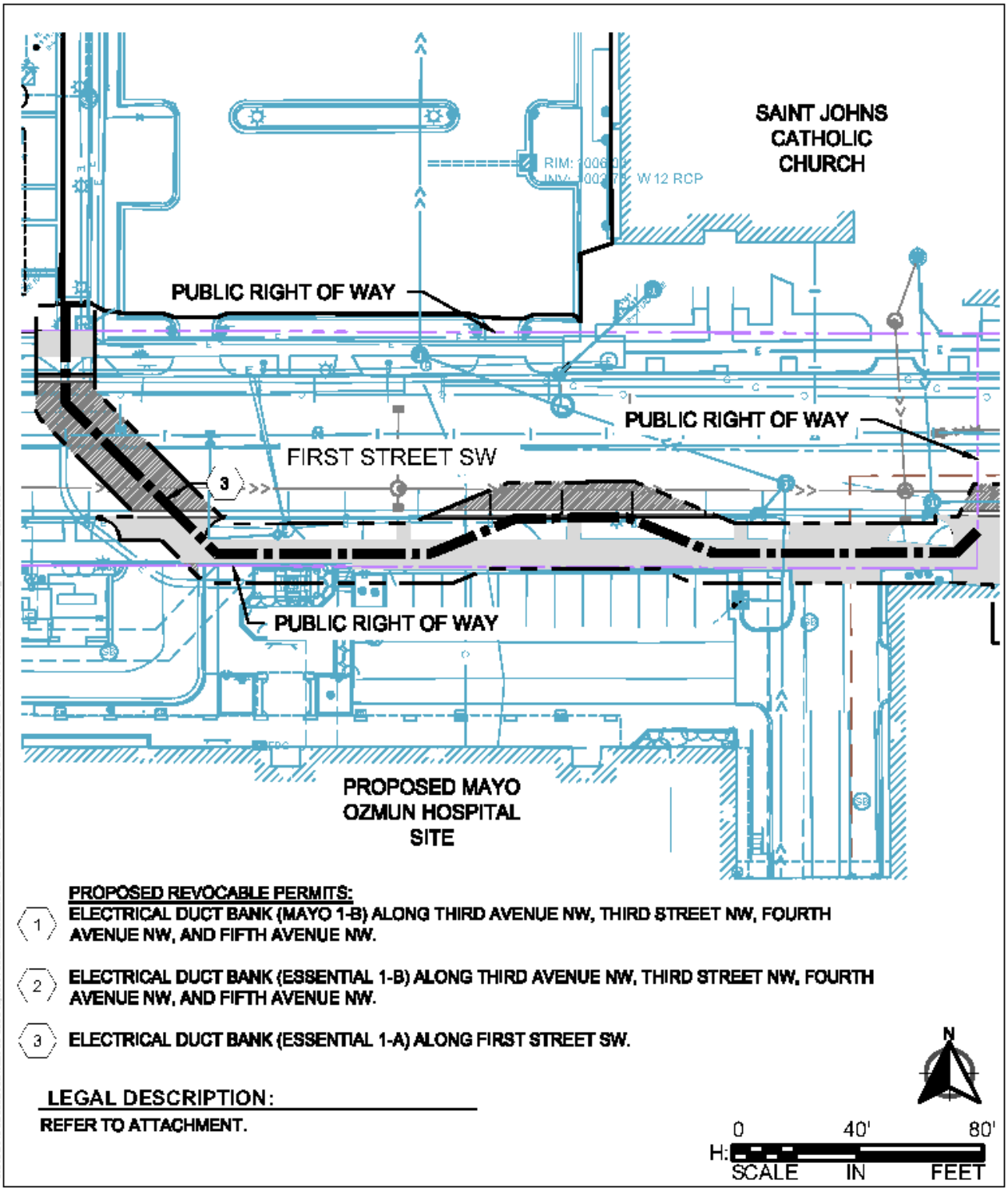
STATE OF MINNESOTA)
) SS
COUNTY OF OLMSTED)

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



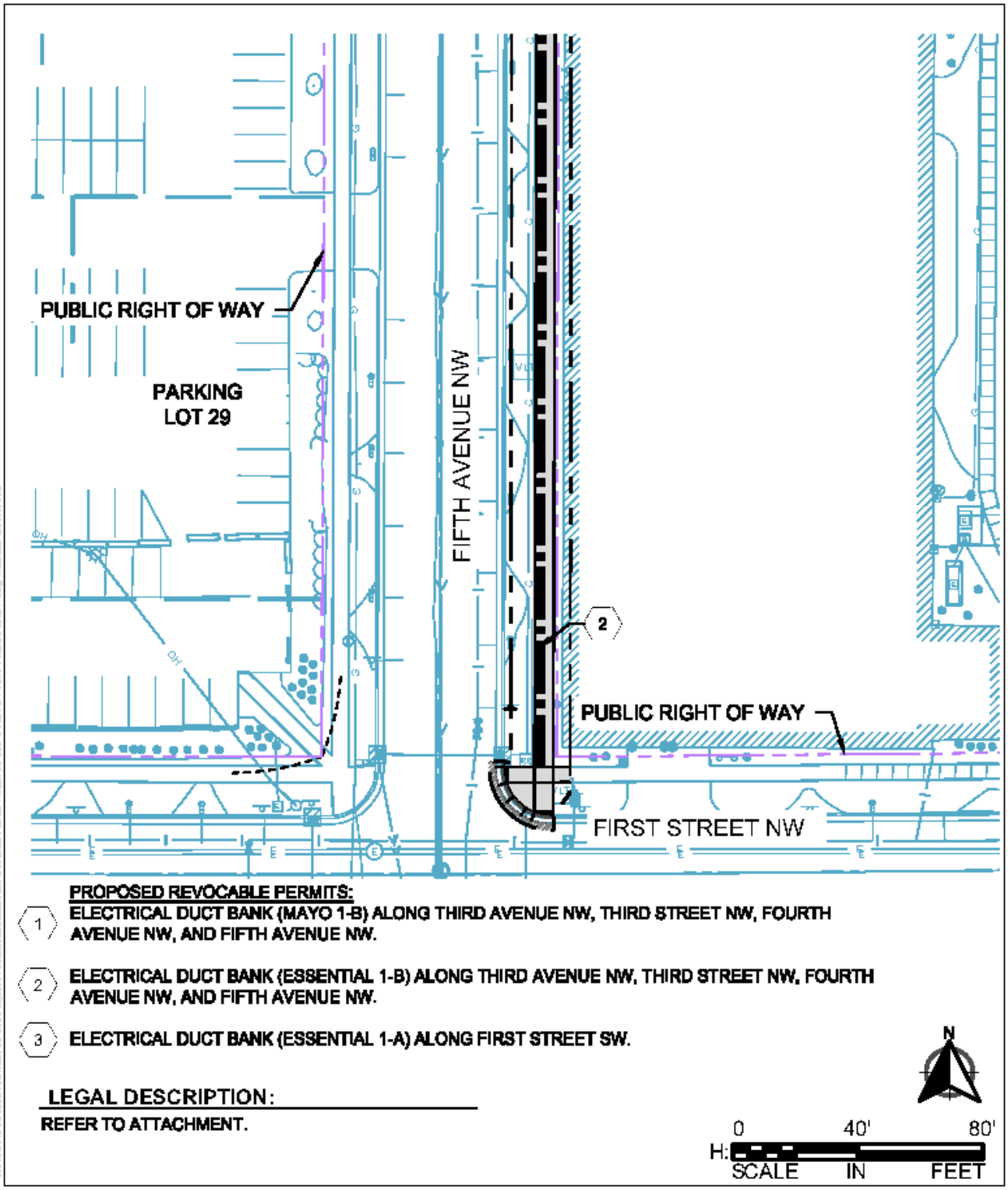
wsb

WSB PROJECT NO.:
023736-000
01-09-2026

REVOCABLE PERMIT EXHIBIT FOR
MAYO CLINIC
15KV DISTRIBUTION, TUNNELS & DISTRIBUTION,
MARION BUS 10/11 FEEDER EXTENSION PACKAGE B3
ROCHESTER, MINNESOTA

EXHIBIT
A

EXHIBIT B



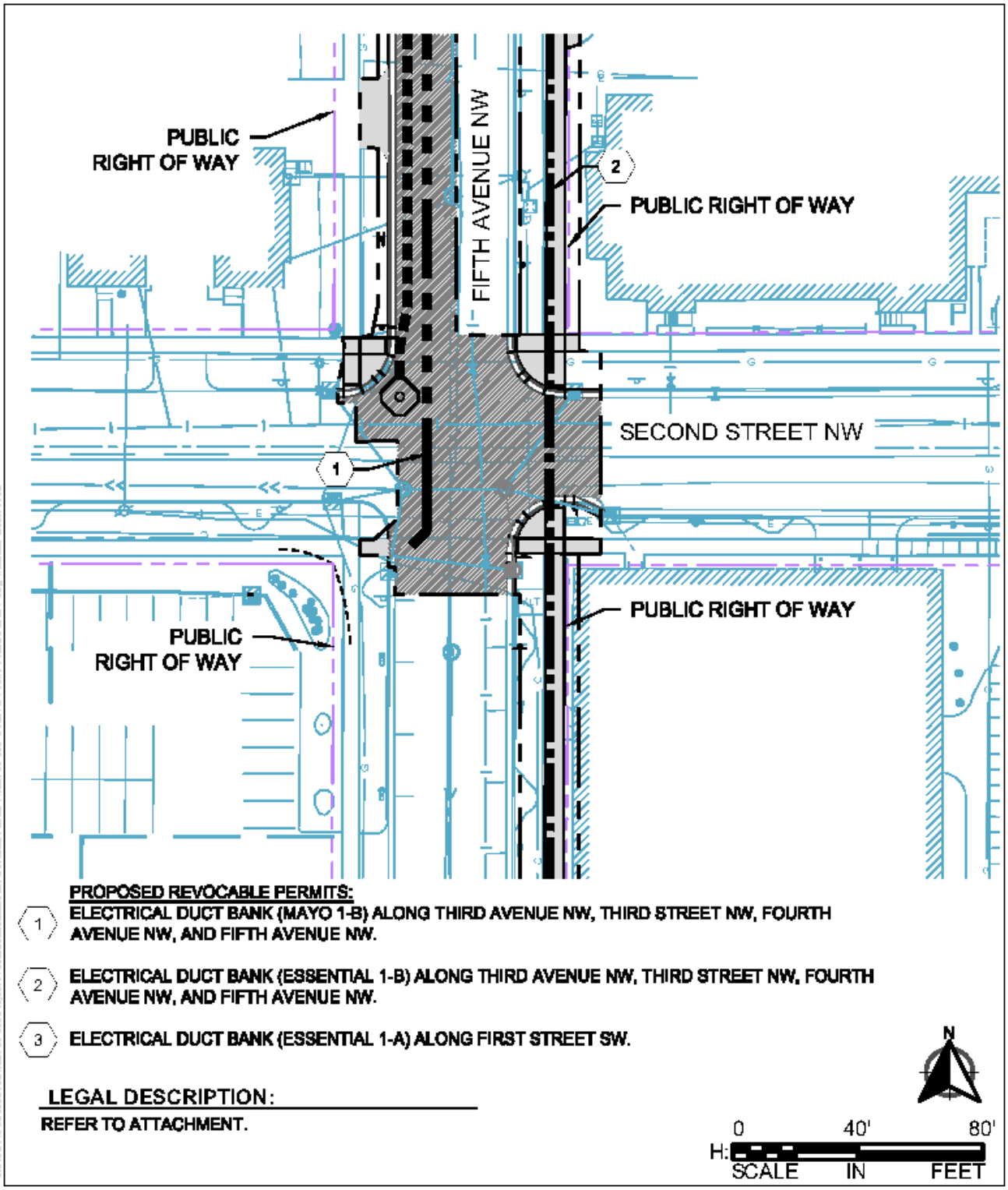
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EXHIBIT
B

EXHIBIT C



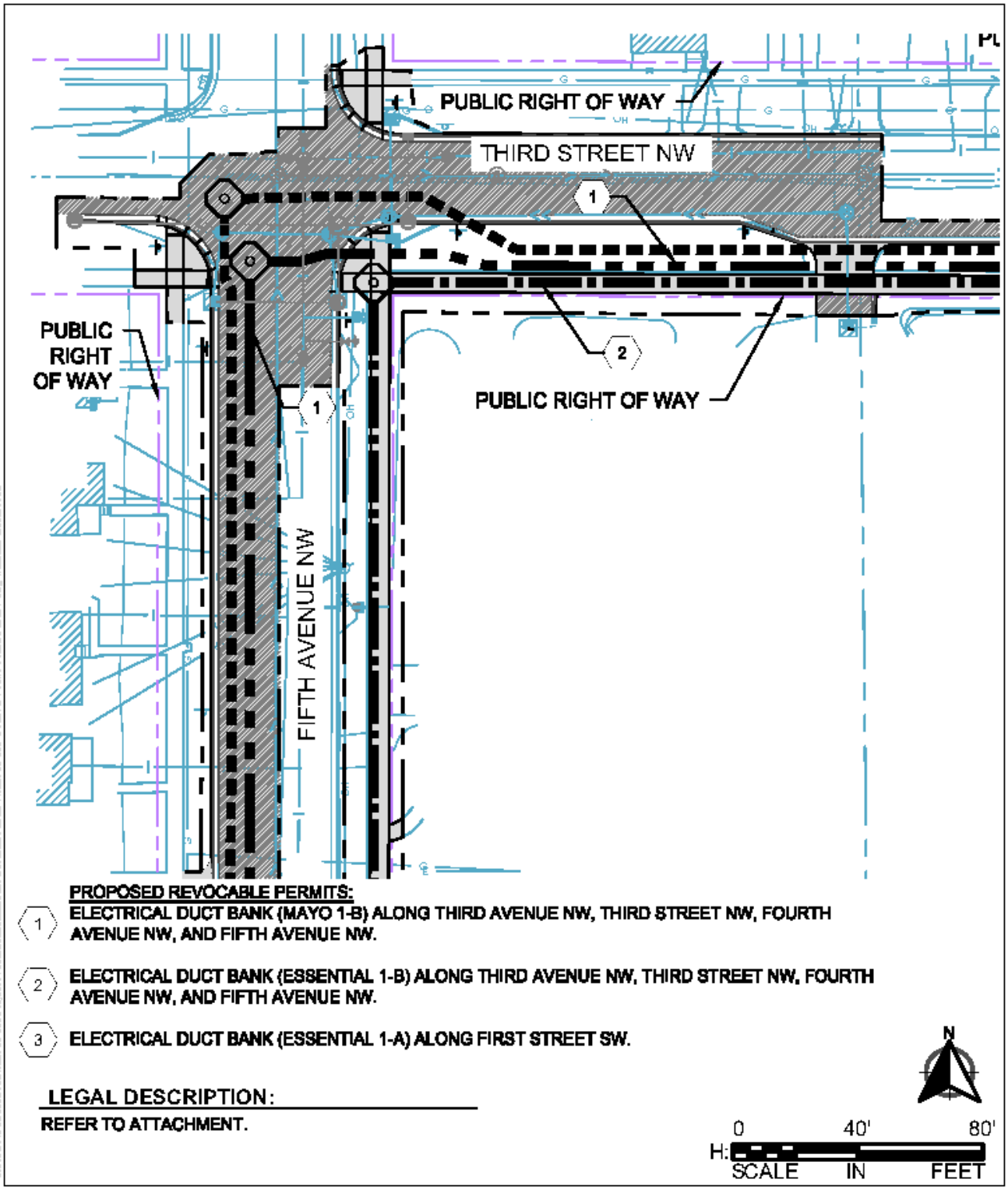
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EXHIBIT
C

EXHIBIT D



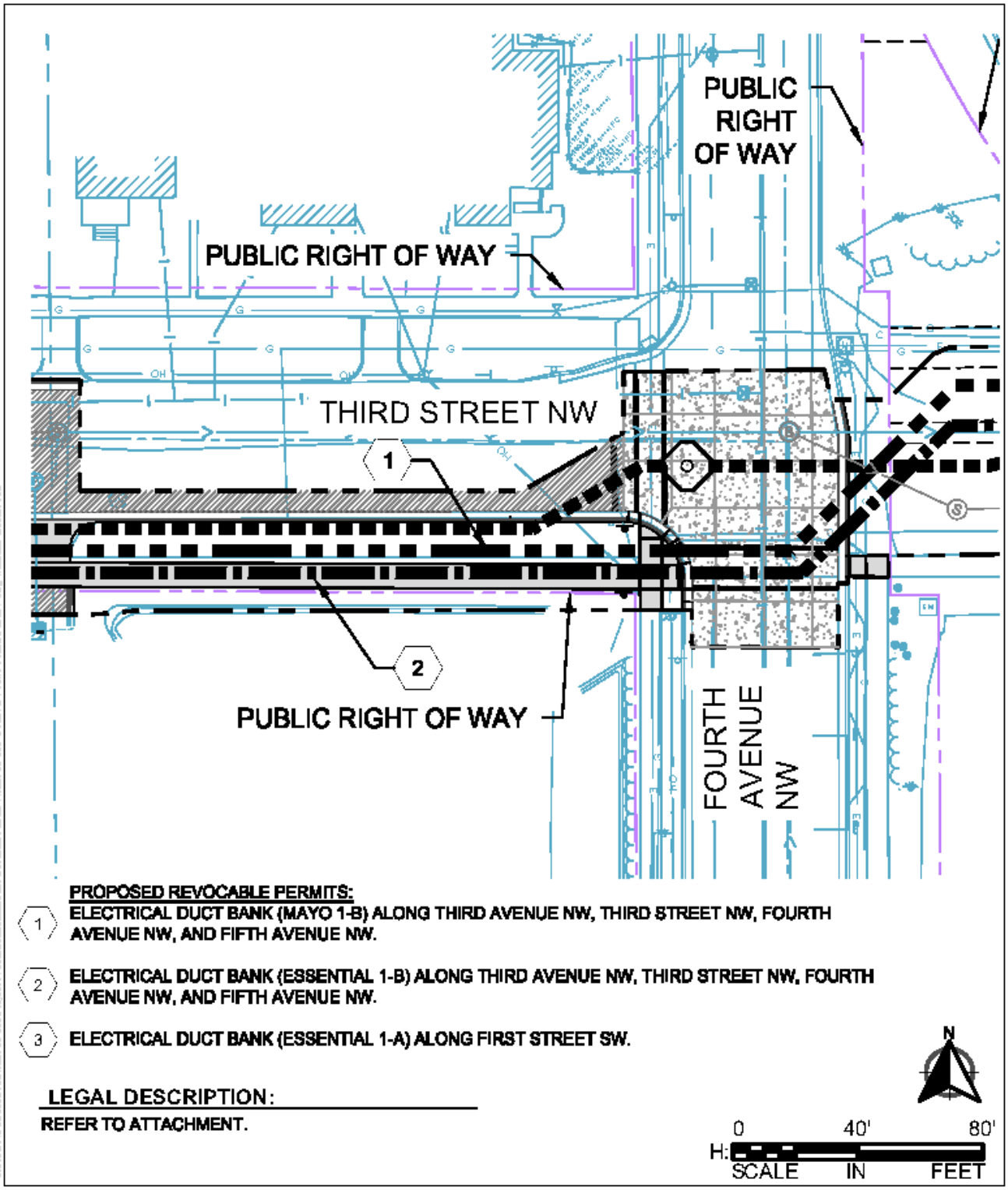
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EXHIBIT
D

EXHIBIT E



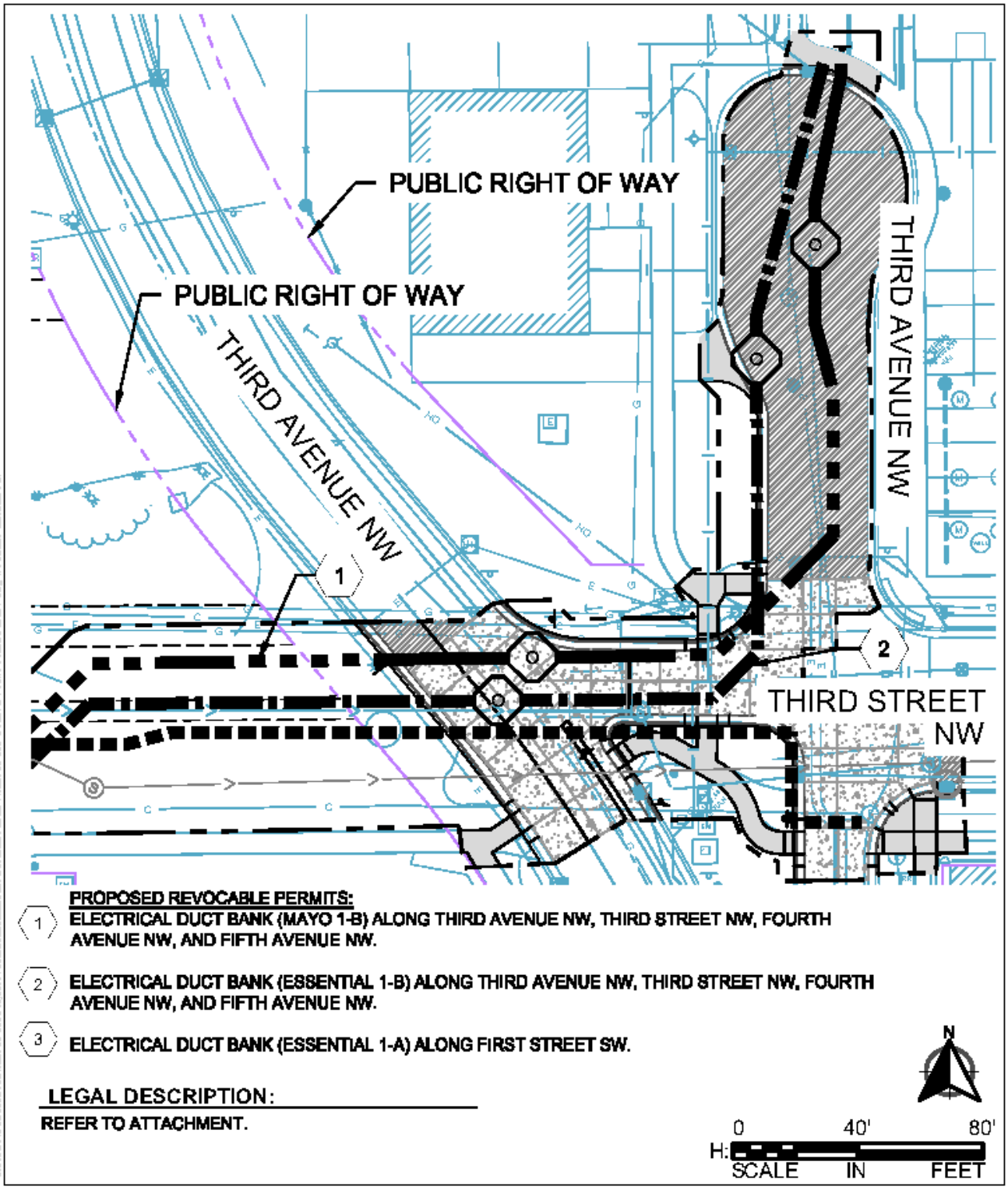
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EXHIBIT
E

EXHIBIT F



wsb

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EXHIBIT
F

EXHIBIT G

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

F.8

REQUEST FOR ACTION

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

MEETING DATE:
February 2, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:

Authorizing:

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

Report Narrative:

Public Works brings forward City-Owner and professional technical services contracts for consideration by the Council for Project No. J5653, "Public Improvements to Serve Mayo Clinic BFUiR (Package B, Phase 2)."

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 $146,283.50, and 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 Public Improvements to Serve Mayo Clinic BFUiR (Package B) covers multiple areas around Mayo Clinic's downtown campus, and the scope of this City-Owner contract for Phase 2 includes installation of underground utilities and temporary surface restoration in W Center St, from 3rd Ave to 4th Ave.

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.

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 B, Phase 2) - Project No. J5653

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

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

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, the City of Rochester, 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 Improvements to West Center St from 4th Ave to 3rd Ave to Serve Mayo Clinic BFUiR (Package B – Phase 2) - J5653"**, 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 **July 24, 2026** ("Completion Deadline"), and in a manner consistent with the approved Project Plans **(for R25-0044GF)** 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 **$146,283.50** 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 73 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 **$4,957,390.00** 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: _____

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 J5653 – Package B, Phase 2

Including West Center St from 4th Ave to 3rd Ave: Public watermain, sanitary sewer, storm sewer, RPU-ELE duct bank, and street reconstruction improvements (roadway pavement, curb, and gutter, & sidewalk).

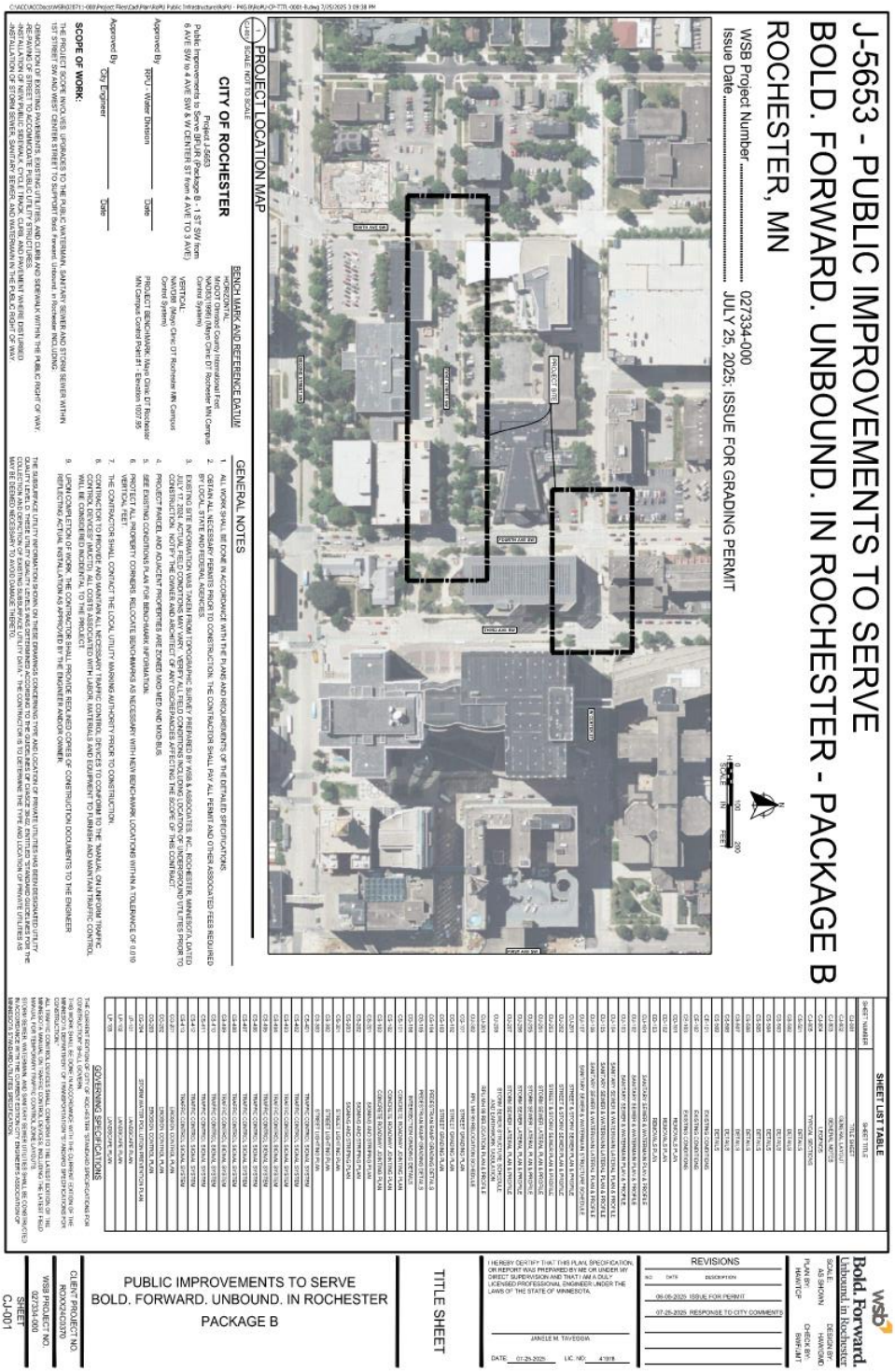


EXHIBIT B
Contractor's Estimated Schedule for
Public Improvements to West Center St from 4th Ave to 3rd Ave
(Package B – Phase 2) - J5653

Street Utilities		73	04/13/26	07/24/26
Center Street - Package B2		73	04/13/26	07/24/26
1CS6.0842.1	Sanitary Sewer - BFUIR Center St	26	04/13/26*	05/18/26
1CS8.08431	Domestic Water - BFUIR Center St	15	05/19/26	06/09/26
1CS7.0842.1	Storm - BFUiR Center St	22	06/10/26	07/10/26
1CS9.084.5	Prep and Pour/Cure Conc - Cneter St	10	07/13/26	07/24/26
1CS8.8431	Package B.2 Preliminary Substantial Completion - 7/24/26	0		07/24/26*

Matt Steffen

Project Manager I | Bold.Forward.Unbound. in Rochester

Gilbane Building Company

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

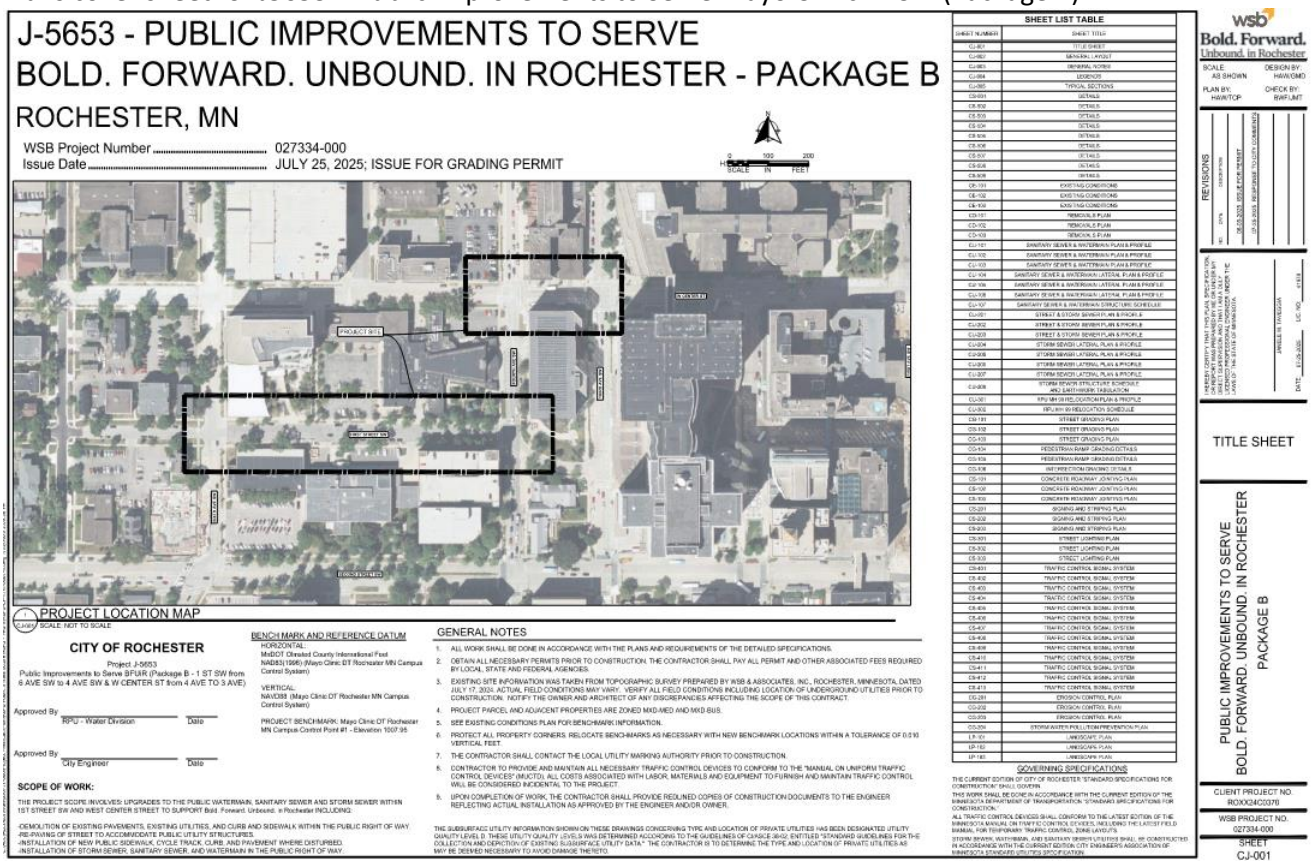
Signature: _____ Date: _____
City Engineer

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 J5653 – Mayo Clinic BFUiR (Package B, Phase 2)



Plans cover sheet for J5653 – Public Improvements to Serve Mayo Clinic BFUiR (Package B)


J-5653 - PUBLIC IMPROVEMENTS TO SERVE
BOLD. FORWARD. UNBOUND. IN ROCHESTER - PACKAGE B

ROCHESTER, MN

WSB Project Number 027334-000
Issue Date ..... JULY 25, 2025; ISSUE FOR GRADING PERMIT

PROJECT LOCATION MAP

CITY OF ROCHESTER

SCOPE OF WORK:

GENERAL NOTES

SHEET LIST TABLE

GOVERNING SPECIFICATIONS

TITLE SHEET

PUBLIC IMPROVEMENTS TO SERVE BOLD. FORWARD. UNBOUND. IN ROCHESTER PACKAGE B

CLIENT PROJECT NO. ROXX24C0378

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 BFUiR, Package B.2
Project Number: J5653
Accounting Information:

This Contract is between the City of Rochester, MN(City) and WSB LLC
a MInnesota Limited Liability Company ("ENGINEER");

Name: WSB LLC
Street: 3701 40th Ave NW, Suite 100
City: Rochester, MN
Email: MRief@wsbeng.com

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: 02/03/2026 Expiration Date: 07/24/2027

IN WITNESS WHEREOF, the parties have executed this contract intending to be bound.

(Signature Page Follows)

ENGINEER

By: Monica Heil Date: 1/20/26

Title: Senior Vice President, Municipal

This instrument was acknowledged before me this 20th day of January, 2026

by Monica Heil the Sr. VP, Municipal of WSB LLC

a LLC who is authorized and who signs on behalf of the engineer.

JENNIFER S CROFT
Notary Public
Minnesota
My Commission Expires
Jan 31, 2030

[Notary Seal]

Jennifer Croft
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 Minnesota

COUNTY OF Olmstead

On this 20th day of January, 20 26, before me appeared Monica Heil, to me personally known, who being by me
(Name of Officer)

duly sworn, did say that he/she is the Senior Vice President, Municipal of
(Title)

WSB LLC, 3401 40th Ave NW,
(Name of Company) (Address)

Rochester, MN, 55901, 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.

JENNIFER S CROFT
Notary Public
Minnesota
My Commission Expires
Jan 31, 2030

Jennifer Croft
Notary Public

County: Dakota

My Commission Expires: 1-31-30

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:	02/03/26
Expiration Date:	07/24/27

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: $ 146,283.50

ARTICLE 4 **ENGINEER'S PERSONNEL**

ENGINEER Key Personnel:
Name: Janele Taveggia Title: Senior Project Manager
Address: 3701 40th Ave NW Suite 100 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 Unbound COC - Public Improvements Package B.2

City Job Number J5653 **Date** 8-Jan-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%	13.00	32.5	$ 4,907.50
Underground Utility Work and Trench Compaction	Full Time	100%	63.00	630.0	$ 95,130.00
Street Subgrade Preparation/Compaction	Full Time	100%		-	$ -
Aggregate Base Placement	Part Time	50%		-	$ -
Aggregate Base Compaction/Proof Roll Test	Full Time	100%		20.0	$ 3,020.00
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%	10.00	100.0	$ 15,100.00
All Required Testing of Piping, Subgrade, Base and Paving	Full Time	100%	3.00	9.0	$ 1,359.00
Other Activities as Directed by Engineer or City	As Required	As Required			$ 5,125.00
Preconstruction Meeting				3.0	$ 620.00
Weekly Onsite Meeting				-	
As-built Record Drawings				9.0	$ 1,315.00
Closure Documents				4.0	$ 520.00
Warranty				4.0	$ 520.00
Project Management				8.0	$ 1,720.00

Estimated Contractor Work Day Duration (Hours)	10
Estimated Contractor Work Days	73

FEE ESTIMATE

PROJECT PERSONNEL	RATE	HOURS	TOTAL
Lead Observer	$ 151.00	808.5	$ 122,083.50
Project Manager	$ 215.00	11.0	$ 2,365.00
Engineer of Record	$ 275.00	2.0	$ 550.00
Total		**821.5**	**$ 124,998.50**
Other Activities as Directed by Engineer or City			
Construction Materials Testing (See Attached)			**$ 21,285.00**
TOTAL ESTIMATED FEE			**$ 146,283.50**

† Values are estimated based on contractor's estimated schedule of 73 work days at 10 hours per day. Additional construction over 87 work days will incure additional fees.

Construction Materials Testing Estimate of Costs

City of Rochester

COC - Gilbane Public Improvements Package B.2

Rochester, MN

January 8, 2026

CMT Unit	Service Description	Estimated Units	Hourly or Unit Cost	Total Unit Cost
Aggregate and Soils				
Field Testing				
3510	Nuclear Density Testing	204 tests	$ 40.00	$ 8,160.00
	78 tests on sanitary sewer trench backfill			
	45 tests on watermain trench backfill			
	66 tests on storm sewer trench backfill			
	15 tests on sand/class 5 grading			
3500	Dynamic Cone Penetrometer (DCP)	15 tests	$ 55.00	$ 825.00
	15 tests on aggregate base			
Laboratory Testing				
3025	Sieve Analysis through no. 200 Sieve	4 tests	$ 165.00	$ 660.00
	1 tests on aggregate base			
	3 tests trench backfill			
3260	Standard Proctor	8 tests	$ 250.00	$ 2,000.00
	1 tests on aggregate base			
	2 tests on subbase			
	2 tests on subgrade			
	3 tests on trench backfill			
			Subtotal	$ 11,915.00
Concrete				
Field Testing				
CMT02 Paving	Testing of Concrete	40.00 hours	$ 110.00	$ 4,400.00
	10 pours at 4.00 hours each			
Laboratory Testing				
2040	Concrete Curing and Compressive Strength Testing	50 cylinders	$ 40.00	$ 2,000.00
	10 sets at 5 cylinders each			
			Subtotal	$ 6,400.00
Project Supervision, Review and Management				
CMT80	Project Engineer/Manager	4.00 hours	$ 275.00	$ 1,100.00
CMT70	Project Assistant	0.00 hours	$ 215.00	$ -
CMT90	Project Administrator	2.00 hours	$ 95.00	$ 190.00
			Subtotal	$ 1,290.00

Inspection and Testing Project Summary	
Aggregate and Soils	$ 11,915.00
Asphalt Pavements	$ 1,680.00
Concrete	$ 6,400.00
Project Supervision, Review and Management	$ 1,290.00
Estimated Total	**$ 21,285.00**

Street Utilities		73	04/13/26	07/24/26
Center Street - Package B2		73	04/13/26	07/24/26
1CS6.0842.1	Sanitary Sewer - BFUiR Center St	26	04/13/26*	05/18/26
1CS8.08431	Domestic Water - BFUiR Center St	15	05/19/26	06/09/26
1CS7.0842.1	Storm - BFUiR Center St	22	06/10/26	07/10/26
1CS9.084.5	Prep and Pour/Cure Conc - Cneter St	10	07/13/26	07/24/26
1CS8.8431	Package B.2 Preliminary Substantial Completion - 7/24/26	0		07/24/26*

Matt Steffen

Project Manager I | Bold.Forward.Unbound. in Rochester

Gilbane Building Company

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) 01/20/2026

94

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:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : XL Specialty Insurance Co.	37885
INSURED WSB LLC 701 Xenia Avenue South Ste. 300 Minneapolis MN 55416	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						EACH OCCURRENCE	$
	CLAIMS-MADE OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N						PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N/A						E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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	$5,000,000
							Aggregate	$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT NAME: J5653 - Mayo Clinic BFUiR, Package B.2

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 Pkwy 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

Theresa M. Anderson

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 1/20/2026

95

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:** Kasi Heilig **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** kasi.heilig@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 Ins Co PittsburghPA — 19445 **INSURER B :** Zurich American Insurance Company — 16535 **INSURER C :** Twin City Fire Insurance Company — 29459 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 503928553 **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:	Y		GL5425678	3/1/2025	3/1/2026	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	Y		CA4693553	3/1/2025	3/1/2026	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 $ 10,000			41HV6BP2SZ9	3/1/2025	3/1/2026	EACH OCCURRENCE AGGREGATE $	$ 10,000,000 $ 10,000,000 $
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) Y/N [N] If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC066656880 WC066656900	3/1/2025 3/1/2025	3/1/2026 3/1/2026	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			CPP696163601	3/1/2025	3/1/2026	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: J5653 - Mayo Clinic BFUiR, Package B.2.
City of Rochester is included as Additional Insured as required by written contract or agreement limited to the General Liability and Automobile Liability. Cancellation provision is amended to [INSERT # OF DAYS] days except for 10 day notice of cancellation for non-payment of premium per policy terms and conditions.

CERTIFICATE HOLDER

City of Rochester
4001 West River Pkwy 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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ENDORSEMENT

This endorsement, effective 12:01 A.M. 03/01/2025
forms a part of Policy No. 469-35-53
issued to WSB LLC
by NATIONAL UNION FIRE INSURANCE COMPANY OF PITTSBURGH, PA.

ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SCHEDULE

ADDITIONAL INSURED:

ANY PERSON OR ORGANIZATION FOR WHOM YOU ARE CONTRACTUALLY BOUND TO PROVIDE ADDITIONAL INSURED STATUS BUT ONLY TO THE EXTENT OF SUCH PERSON'S OR ORGANIZATIONS LIABILITY ARISING OUT OF THE USE OF A COVERED "AUTO".

I. **SECTION II - COVERED AUTOS LIABILITY COVERAGE, A. Coverage, 1. - Who Is Insured,** is amended to add:

d. Any person or organization, shown in the schedule above, to whom you become obligated to include as an additional insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of use of a covered "auto". However, the insurance provided will not exceed the lesser of:

(1) The coverage and/or limits of this policy, or

(2) The coverage and/or limits required by said contract or agreement.

AUTHORIZED REPRESENTATIVE

POLICY NUMBER: GL 5425678

COMMERCIAL GENERAL LIABILITY
CG 20 01 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

The following is added to the **Other Insurance** Condition and supersedes any provision to the contrary:

Primary And Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

(1) The additional insured is a Named Insured under such other insurance; and

(2) You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

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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)

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 . . . . . ☐

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.)

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** DeAnna Keseman **Date** 01/13/2025

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

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

MEETING DATE:
February 2, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:

Authorizing:

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

Report Narrative:

Public Works brings forward City-Owner and professional technical services contracts for consideration by the Council for Project No. J5665, "Public Improvements to Facilitate the 15kV Distribution, Tunnels & Distribution - Marion Bus 10/11 Feeder Extension, (Package B3)."

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 $253.401.50, and 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 B3 includes:

1. 15kV distribution duct banks, owned by Mayo Clinic: in 1st St SW from near 6th Ave SW to near 4th Ave SW, in 5th Ave NW from 1st St NW to 3rd St NW, in 3rd St NW from 5th Ave NW to 3rd Ave NW, and in 3rd Ave NW from 3rd St NW north to the end of the public right-of-way;
2. 15kV distribution duct banks, owned by RPU, in 5th Ave NW from 2nd St NW to 3rd St NW and in 3rd St NW from 5th Ave NW to 3rd Ave NW;

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.

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

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

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

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, the City of Rochester, 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 **(R25-0075GF)** 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, (Package B3) – J5665"**, 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 **May 24, 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 **$253,401.50** 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 167 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 **$6,928,315.00** 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 J5665

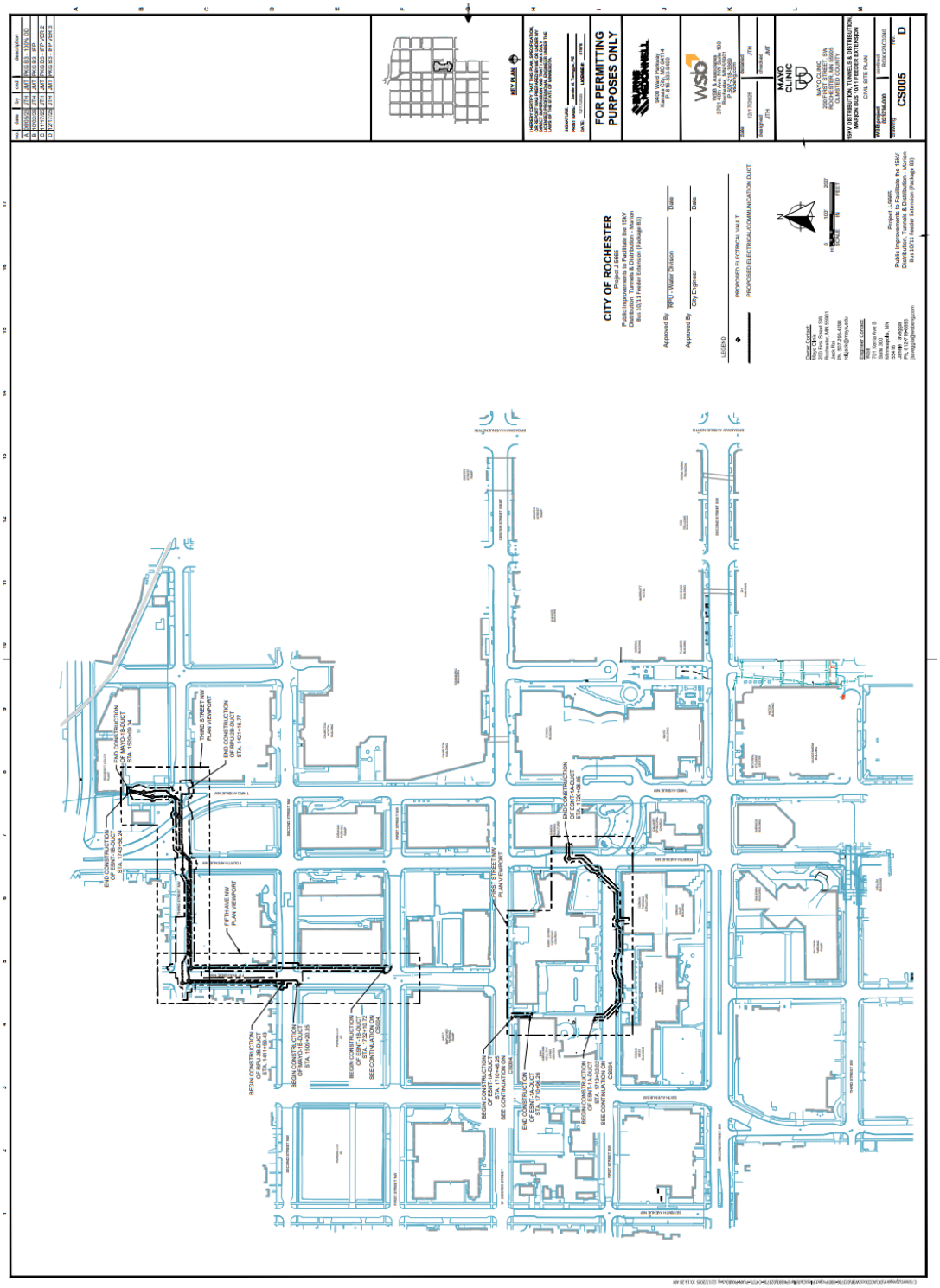


EXHIBIT B
Contractor's Estimated Schedule for J5665 – Package B3,
Page 1 of 5

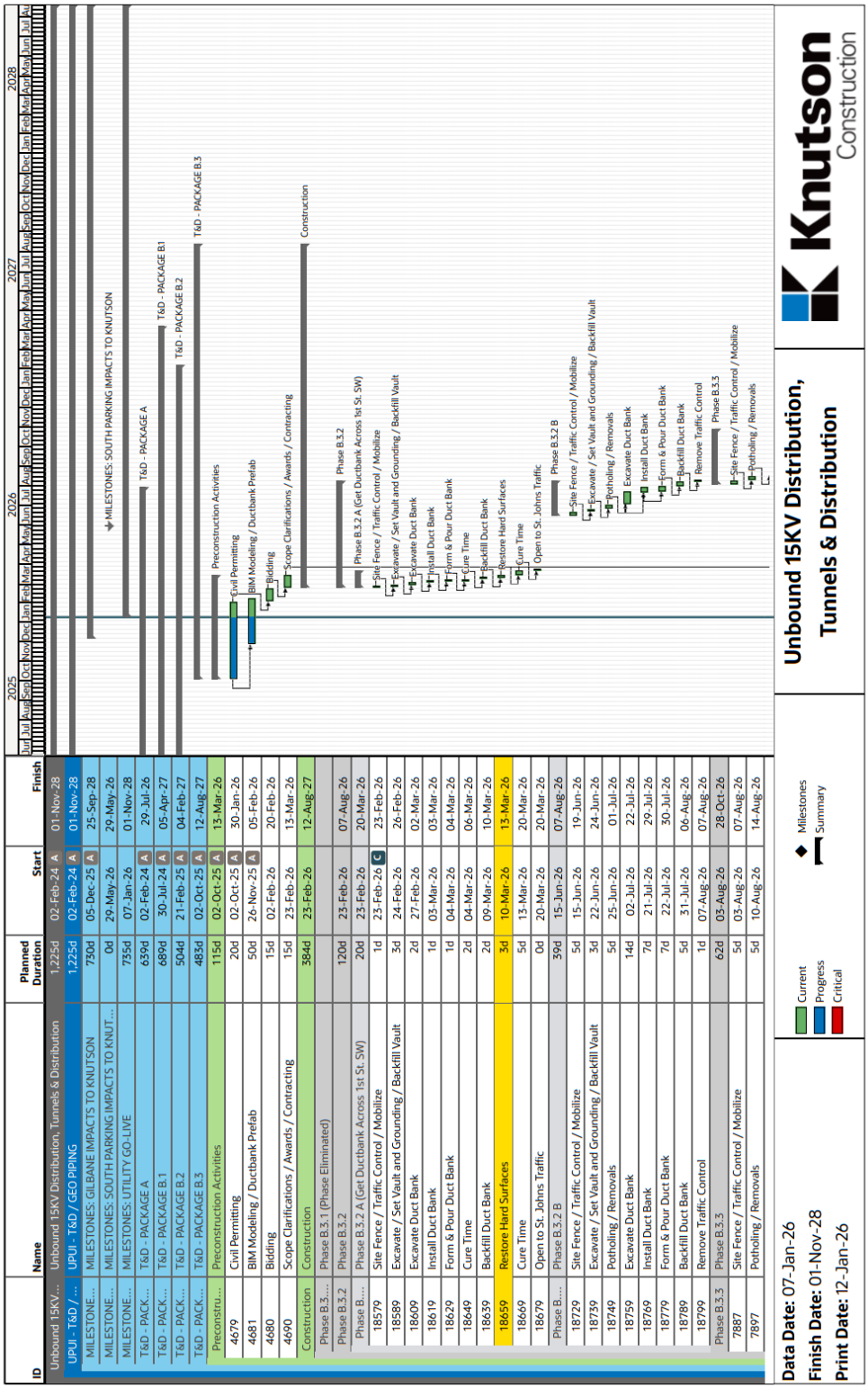
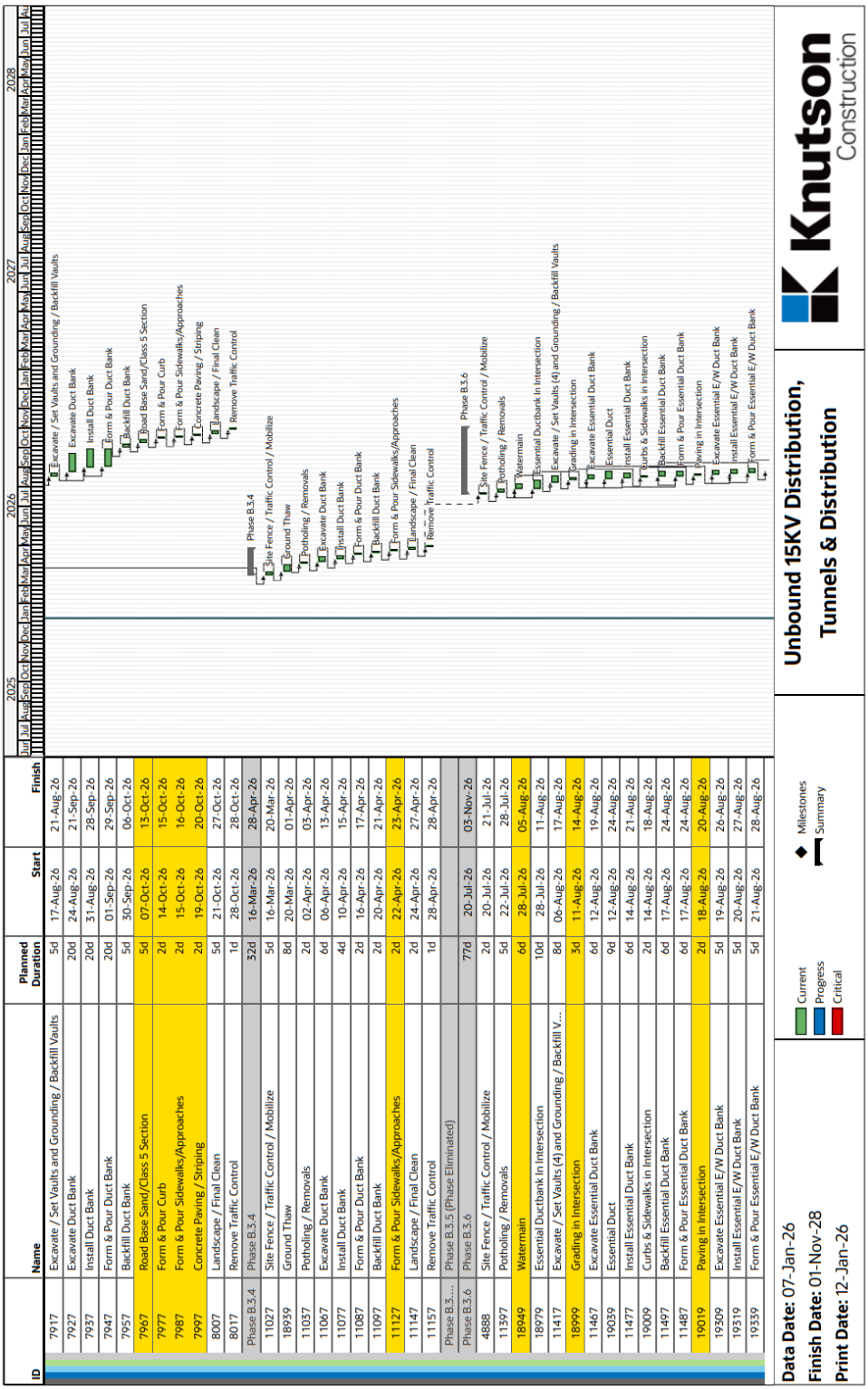
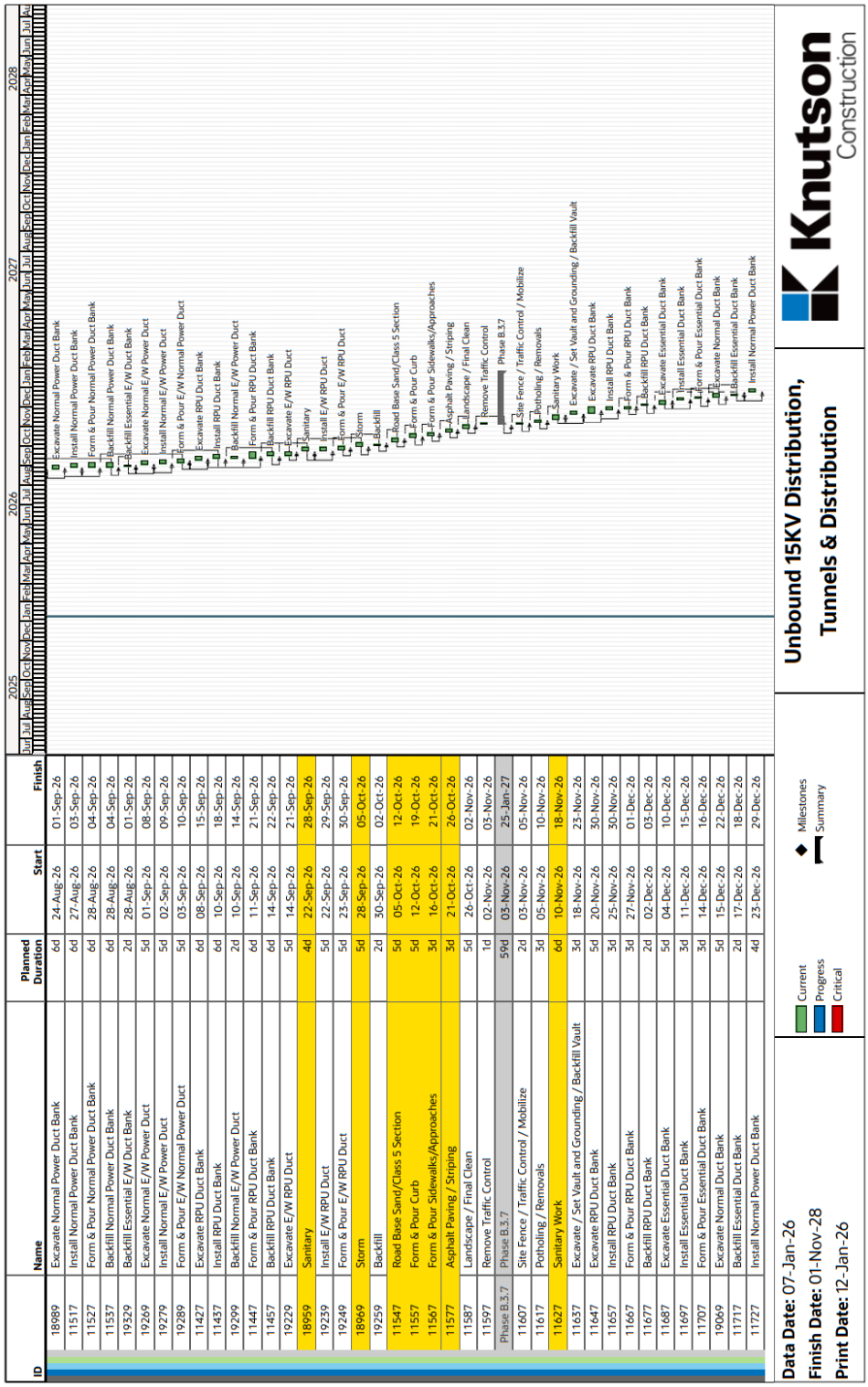


EXHIBIT B
Contractor's Estimated Schedule for J5665 – Package B3,
Page 2 of 5



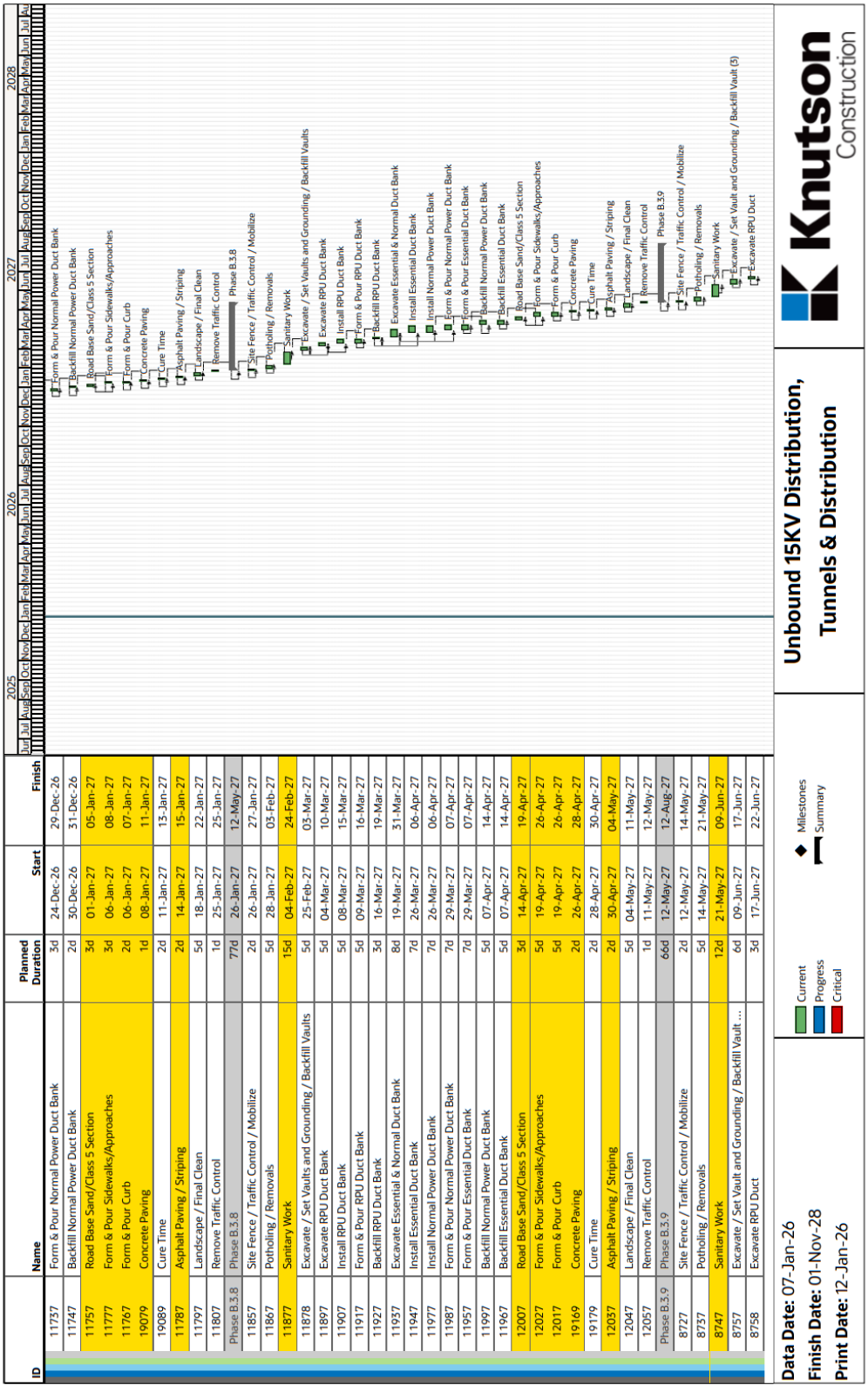
ID	Name	Planned Duration	Start	Finish
7917	Excavate / Set Vaults and Grounding / Backfill Vaults	5d	17-Aug-26	21-Aug-26
7927	Excavate Duct Bank	20d	24-Aug-26	21-Sep-26
7937	Install Duct Bank	20d	31-Aug-26	28-Sep-26
7947	Form & Pour Duct Bank	20d	01-Sep-26	29-Sep-26
7957	Backfill Duct Bank	5d	30-Sep-26	06-Oct-26
7967	Road Base Sand/Class 5 Section	5d	07-Oct-26	13-Oct-26
7977	Form & Pour Curb	2d	14-Oct-26	15-Oct-26
7987	Form & Pour Sidewalks/Approaches	2d	15-Oct-26	16-Oct-26
7997	Concrete Paving / Striping	2d	19-Oct-26	20-Oct-26
8007	Landscape / Final Clean	5d	21-Oct-26	27-Oct-26
8017	Remove Traffic Control	1d	28-Oct-26	28-Oct-26
Phase B.3.4		32d	16-Mar-26	28-Apr-26
11027	Site Fence / Traffic Control / Mobilize	5d	16-Mar-26	20-Mar-26
18959	Ground Thaw	8d	20-Mar-26	01-Apr-26
11037	Potholing / Removals	2d	02-Apr-26	03-Apr-26
11067	Excavate Duct Bank	6d	06-Apr-26	13-Apr-26
11077	Install Duct Bank	4d	10-Apr-26	15-Apr-26
11087	Form & Pour Duct Bank	2d	16-Apr-26	17-Apr-26
11097	Backfill Duct Bank	2d	20-Apr-26	21-Apr-26
11127	Form & Pour Sidewalks/Approaches	2d	22-Apr-26	23-Apr-26
11147	Landscape / Final Clean	2d	24-Apr-26	27-Apr-26
11157	Remove Traffic Control	1d	28-Apr-26	28-Apr-26
Phase B.3....	Phase B.3.5 (Phase Eliminated)			
Phase B.3.6		77d	20-Jul-26	03-Nov-26
4888	Site Fence / Traffic Control / Mobilize	2d	20-Jul-26	21-Jul-26
11597	Potholing / Removals	5d	22-Jul-26	28-Jul-26
18949	Watermain	6d	28-Jul-26	05-Aug-26
18979	Essential Ductbank In Intersection	10d	28-Jul-26	11-Aug-26
11417	Excavate / Set Vaults (4) and Grounding / Backfill V...	8d	06-Aug-26	17-Aug-26
18999	Grading in Intersection	3d	11-Aug-26	14-Aug-26
11467	Excavate Essential Duct Bank	6d	12-Aug-26	19-Aug-26
19039	Essential Duct	9d	12-Aug-26	24-Aug-26
11477	Install Essential Duct Bank	6d	14-Aug-26	21-Aug-26
19009	Curbs & Sidewalks in Intersection	2d	14-Aug-26	18-Aug-26
11497	Backfill Essential Duct Bank	6d	17-Aug-26	24-Aug-26
11487	Form & Pour Essential Duct Bank	6d	17-Aug-26	24-Aug-26
19019	Paving in Intersection	2d	18-Aug-26	20-Aug-26
19509	Excavate Essential E/W Duct Bank	5d	19-Aug-26	26-Aug-26
19519	Install Essential E/W Duct Bank	5d	20-Aug-26	27-Aug-26
19339	Form & Pour Essential E/W Duct Bank	5d	21-Aug-26	28-Aug-26

EXHIBIT B
Contractor's Estimated Schedule for J5665 – Package B3,
Page 3 of 5



ID	Name	Planned Duration	Start	Finish
18989	Excavate Normal Power Duct Bank	6d	24-Aug-26	01-Sep-26
11517	Install Normal Power Duct Bank	6d	27-Aug-26	03-Sep-26
11527	Form & Pour Normal Power Duct Bank	6d	28-Aug-26	04-Sep-26
11537	Backfill Normal Power Duct Bank	6d	28-Aug-26	04-Sep-26
19329	Backfill Essential E/W Duct Bank	2d	28-Aug-26	01-Sep-26
19269	Excavate Normal E/W Power Duct	5d	01-Sep-26	08-Sep-26
19279	Install Normal E/W Power Duct	5d	02-Sep-26	09-Sep-26
19289	Form & Pour E/W Normal Power Duct	5d	03-Sep-26	10-Sep-26
11427	Excavate RPU Duct Bank	6d	08-Sep-26	15-Sep-26
11437	Install RPU Duct Bank	6d	10-Sep-26	18-Sep-26
19299	Backfill Normal E/W Power Duct	2d	10-Sep-26	14-Sep-26
11447	Form & Pour RPU Duct Bank	6d	11-Sep-26	21-Sep-26
11457	Backfill RPU Duct Bank	6d	14-Sep-26	22-Sep-26
19229	Excavate E/W RPU Duct	5d	14-Sep-26	21-Sep-26
18959	Sanitary	4d	22-Sep-26	28-Sep-26
19239	Install E/W RPU Duct	5d	22-Sep-26	29-Sep-26
19249	Form & Pour E/W RPU Duct	5d	23-Sep-26	30-Sep-26
18969	Storm	5d	28-Sep-26	05-Oct-26
19259	Backfill	2d	30-Sep-26	02-Oct-26
11547	Road Base Sand/Class 5 Section	5d	05-Oct-26	12-Oct-26
11557	Form & Pour Curb	5d	12-Oct-26	19-Oct-26
11567	Form & Pour Sidewalks/Approaches	3d	16-Oct-26	21-Oct-26
11577	Asphalt Paving / Striping	3d	21-Oct-26	26-Oct-26
11587	Landscape / Final Clean	5d	26-Oct-26	02-Nov-26
11597	Remove Traffic Control	1d	02-Nov-26	03-Nov-26
Phase B.3.7	Phase B.3.7	59d	03-Nov-26	25-Jan-27
11607	Site Fence / Traffic Control / Mobilize	2d	03-Nov-26	05-Nov-26
11617	Potholing / Removals	3d	05-Nov-26	10-Nov-26
11627	Sanitary Work	6d	10-Nov-26	18-Nov-26
11637	Excavate / Set Vault and Grounding / Backfill Vault	3d	18-Nov-26	23-Nov-26
11647	Excavate RPU Duct Bank	5d	20-Nov-26	30-Nov-26
11657	Install RPU Duct Bank	3d	25-Nov-26	30-Nov-26
11667	Form & Pour RPU Duct Bank	3d	27-Nov-26	01-Dec-26
11677	Backfill RPU Duct Bank	2d	02-Dec-26	03-Dec-26
11687	Excavate Essential Duct Bank	5d	04-Dec-26	10-Dec-26
11697	Install Essential Duct Bank	3d	11-Dec-26	15-Dec-26
11707	Form & Pour Essential Duct Bank	3d	14-Dec-26	16-Dec-26
19069	Excavate Normal Duct Bank	5d	15-Dec-26	22-Dec-26
11717	Backfill Essential Duct Bank	2d	17-Dec-26	18-Dec-26
11727	Install Normal Power Duct Bank	4d	23-Dec-26	29-Dec-26

EXHIBIT B
Contractor's Estimated Schedule for J5665 – Package B3,
Page 4 of 5



ID	Name	Planned Duration	Start	Finish
11737	Form & Pour Normal Power Duct Bank	3d	24-Dec-26	29-Dec-26
11747	Backfill Normal Power Duct Bank	2d	30-Dec-26	31-Dec-26
11757	Road Base Sand/Class 5 Section	3d	01-Jan-27	05-Jan-27
11777	Form & Pour Sidewalks/Approaches	3d	06-Jan-27	08-Jan-27
11767	Form & Pour Curb	2d	06-Jan-27	07-Jan-27
19079	Concrete Paving	1d	08-Jan-27	11-Jan-27
19089	Cure Time	2d	11-Jan-27	13-Jan-27
11787	Asphalt Paving / Striping	2d	14-Jan-27	15-Jan-27
11797	Landscape / Final Clean	5d	18-Jan-27	22-Jan-27
11807	Remove Traffic Control	1d	25-Jan-27	25-Jan-27
Phase B.3.8		77d	26-Jan-27	12-May-27
11857	Site Fence / Traffic Control / Mobilize	2d	26-Jan-27	27-Jan-27
11867	Potholing / Removals	5d	28-Jan-27	03-Feb-27
11877	Sanitary Work	15d	04-Feb-27	24-Feb-27
11878	Excavate / Set Vaults and Grounding / Backfill Vaults	5d	25-Feb-27	03-Mar-27
11897	Excavate RPU Duct Bank	5d	04-Mar-27	10-Mar-27
11907	Install RPU Duct Bank	5d	08-Mar-27	15-Mar-27
11917	Form & Pour RPU Duct Bank	5d	09-Mar-27	16-Mar-27
11927	Backfill RPU Duct Bank	3d	16-Mar-27	19-Mar-27
11937	Excavate Essential & Normal Duct Bank	8d	19-Mar-27	31-Mar-27
11947	Install Essential Duct Bank	7d	26-Mar-27	06-Apr-27
11977	Install Normal Power Duct Bank	7d	26-Mar-27	06-Apr-27
11987	Form & Pour Normal Power Duct Bank	7d	29-Mar-27	07-Apr-27
11957	Form & Pour Essential Duct Bank	7d	29-Mar-27	07-Apr-27
11997	Backfill Normal Power Duct Bank	5d	07-Apr-27	14-Apr-27
11967	Backfill Essential Duct Bank	5d	07-Apr-27	14-Apr-27
12007	Road Base Sand/Class 5 Section	3d	14-Apr-27	19-Apr-27
12027	Form & Pour Sidewalks/Approaches	5d	19-Apr-27	26-Apr-27
12017	Form & Pour Curb	5d	19-Apr-27	26-Apr-27
19169	Concrete Paving	2d	26-Apr-27	28-Apr-27
19179	Cure Time	2d	28-Apr-27	30-Apr-27
12037	Asphalt Paving / Striping	2d	30-Apr-27	04-May-27
12047	Landscape / Final Clean	5d	04-May-27	11-May-27
12057	Remove Traffic Control	1d	11-May-27	12-May-27
Phase B.3.9		66d	12-May-27	12-Aug-27
8727	Site Fence / Traffic Control / Mobilize	2d	12-May-27	14-May-27
8737	Potholing / Removals	5d	14-May-27	21-May-27
8747	Sanitary Work	12d	21-May-27	09-Jun-27
8757	Excavate / Set Vault and Grounding / Backfill Vault ...	6d	09-Jun-27	17-Jun-27
8758	Excavate RPU Duct	3d	17-Jun-27	22-Jun-27

EXHIBIT B
Contractor's Estimated Schedule for J5665 – Package B3,
Page 5 of 5

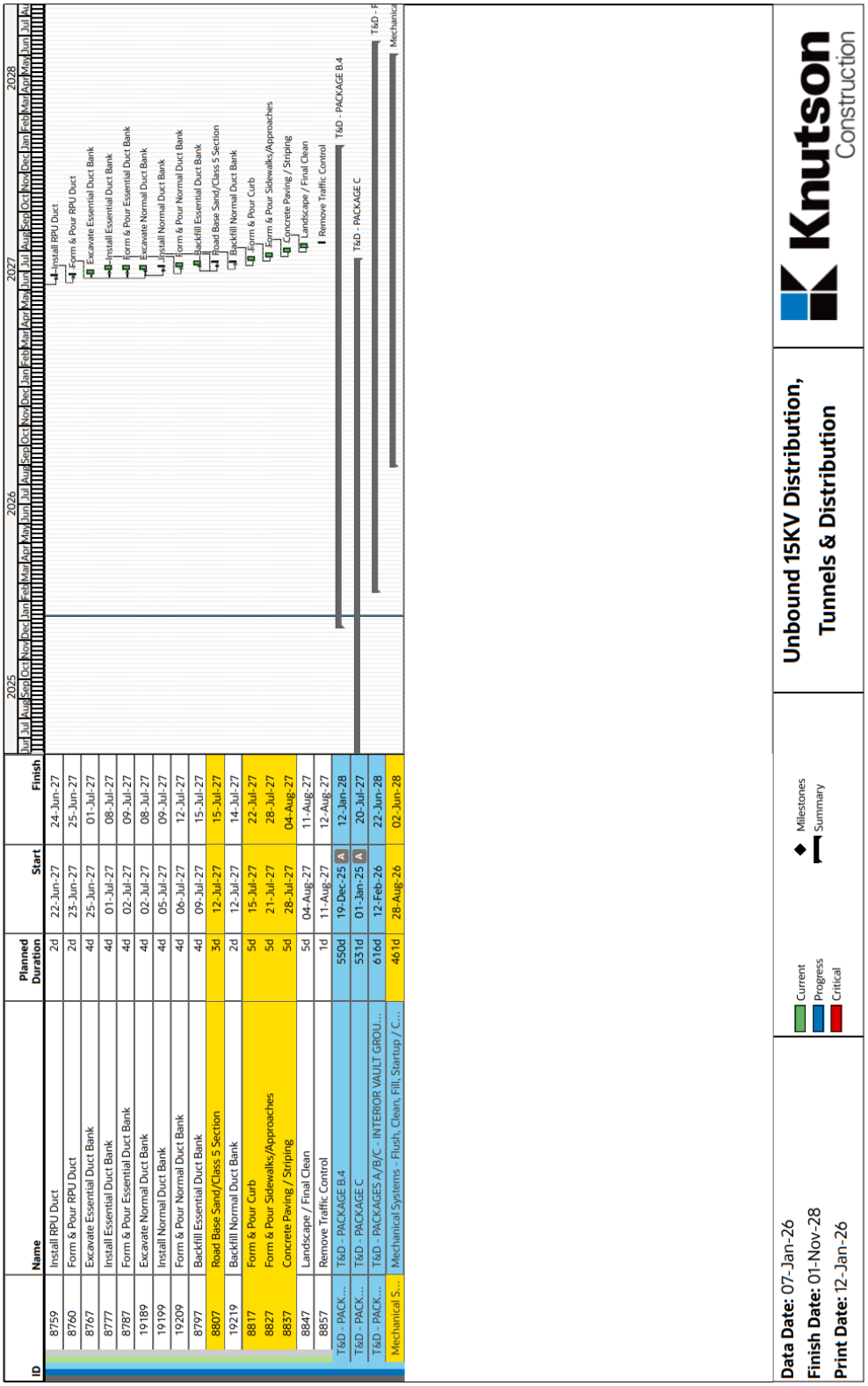


EXHIBIT C
Blank Example of Engineer's Certification of Acceptance

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.

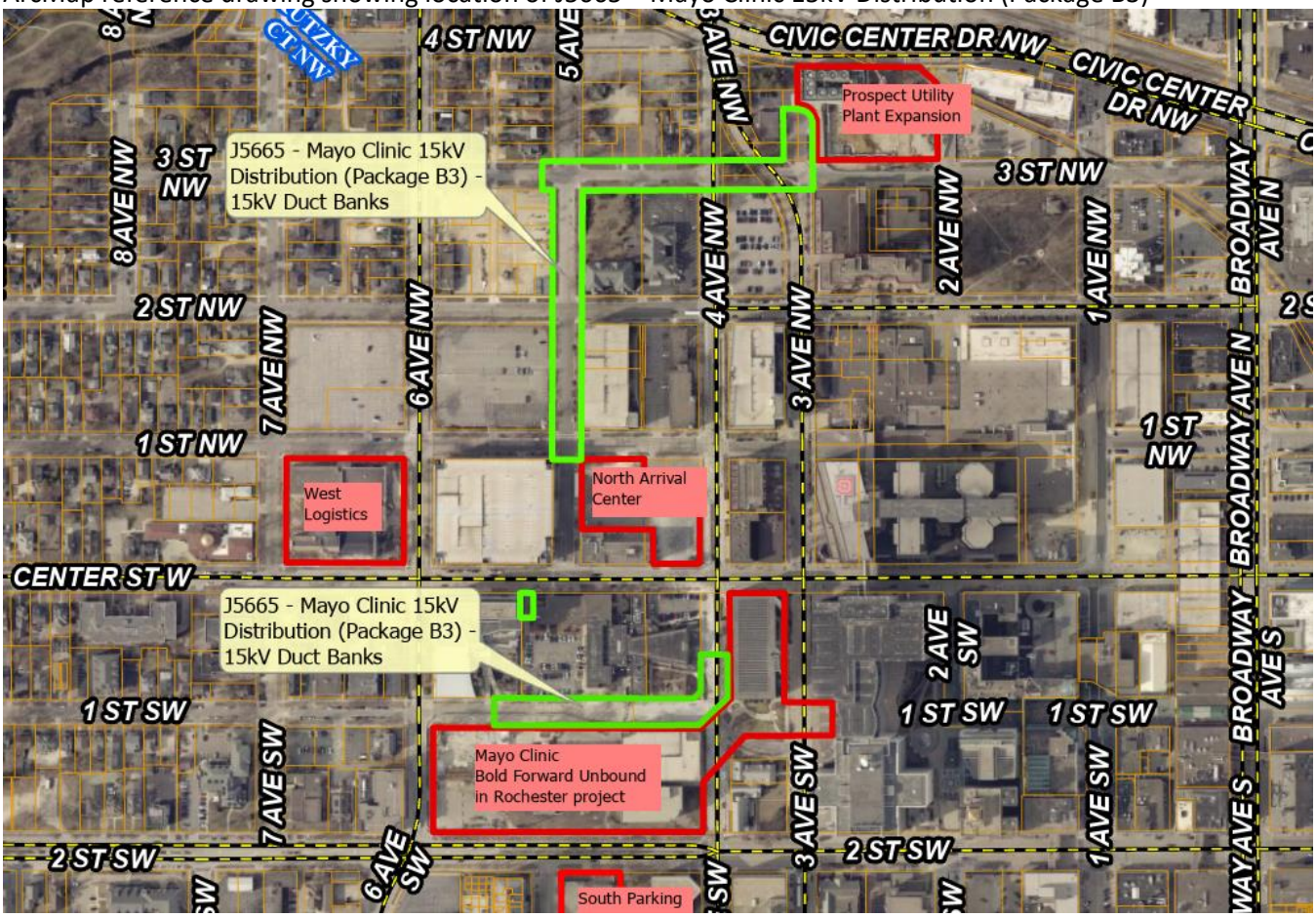
This Project is recommended for FINAL ACCEPTANCE by the City of Rochester.

Signature: _____ Date: _____
Water Resources Manager

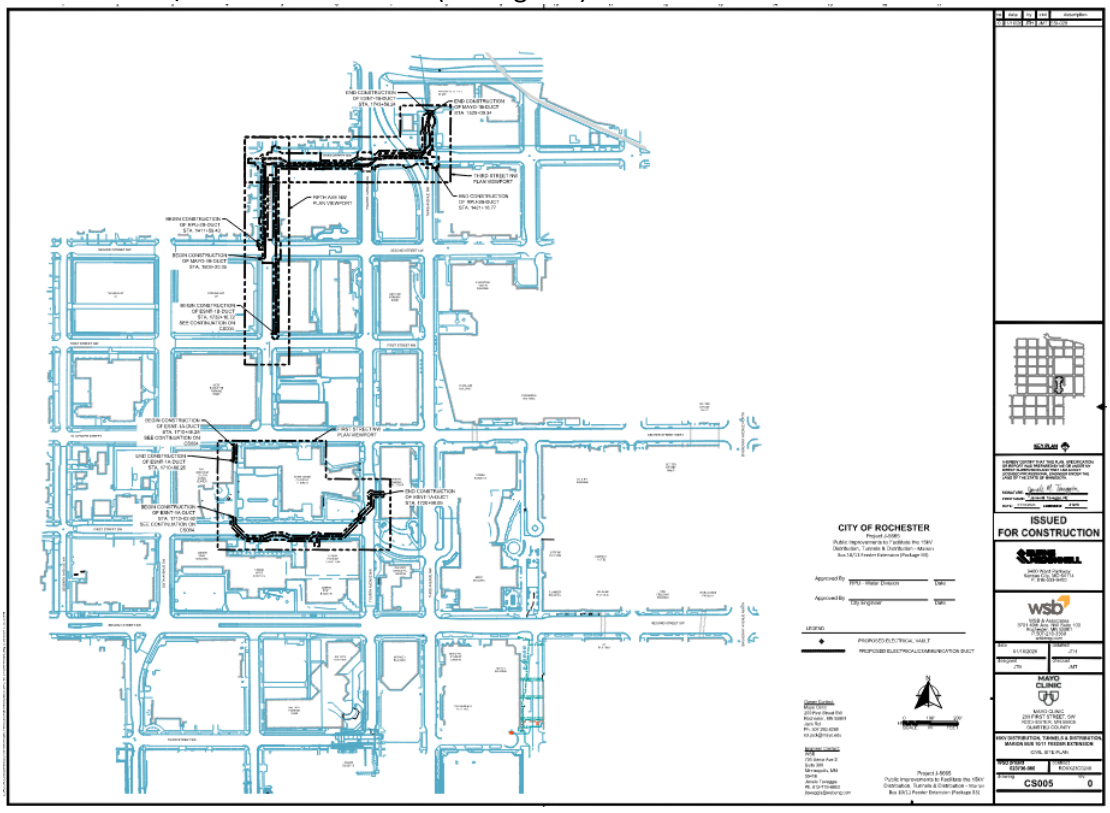
Signature: _____ Date: _____
City Engineer

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 J5665 – Mayo Clinic 15kV Distribution (Package B3)



Plans cover sheet for J5665 – Public Improvements to Facilitate the 15Kv Distribution, Tunnels & Distribution – Marion Bus 10/11 Feeder Extension (Package B3)



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.3
Project Number: J5665
Accounting Information:

This Contract is between the City of Rochester, MN(City) and WSB LLC a Minnesota Limited Liability Company ("ENGINEER");

Name: WSB LLC
Street: 3701 40th Ave NW, Suite 100
City: Rochester, MN
Email: MRief@wsbeng.com

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: 02/03/2026 Expiration Date: 05/24/2030

IN WITNESS WHEREOF, the parties have executed this contract intending to be bound.

(Signature Page Follows)

ENGINEER

By: Monica Hei Date: 1/20/26

Title: Senior Vice President, Municipal

This instrument was acknowledged before me this 20th day of January, 2026

by Monica Hei the Sr. VP, Municipal of WSB LLC

a LLC who is authorized and who signs on behalf of the engineer

JENNIFER S CROFT
Notary Public
Minnesota
My Commission Expires
Jan 31, 2030

[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 Minnesota

COUNTY OF Olmstead

On this 20th day of January, 2026, before me appeared Monica Heil, to me personally known, who being by me
(Name of Officer)

duly sworn, did say that he/she is the Senior Vice President, Municipal of
(Title)

WSB LLC, 3401 40th Ave NW,
(Name of Company) (Address)

Rochester, MN, 55901, 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.

JENNIFER S CROFT
Notary Public
Minnesota
My Commission Expires
Jan 31, 2030

Jennifer Croft
Notary Public

County: Dakota

My Commission Expires: 1-31-30

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:	2/03/26
Expiration Date:	5/24/30

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: $ 253,401.50

ARTICLE 4 **ENGINEER'S PERSONNEL**

ENGINEER Key Personnel:
Name: Janele Taveggia Title: Senior Project Manager
Address: 3701 40th Ave NW Suite 100 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.3

City Job Number J5665 **Date** 7-Jan-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%	25.00	62.5	$ 9,437.50
Underground Utility Work and Trench Compaction	Full Time	100%	50.00	500.0	$ 75,500.00
Street Subgrade Preparation/Compaction	Full Time	100%		-	$ -
Aggregate Base Placement	Part Time	50%		-	$ -
Aggregate Base Compaction/Proof Roll Test	Full Time	100%	22.00	220.0	$ 33,220.00
Curb, Gutter, and Flatwork Preparation	Part Time	50%		-	$ -
Curb & Gutter String Line Check and Flatwork/Verification	Full Time	100%	20.50	205.0	$ 30,955.00
Curb,Gutter, and Flatwork Pouring	Full Time	100%	20.50	205.0	$ 30,955.00
Bituminous Non-Wear	Full Time	100%	4.50	45.0	$ 6,795.00
Bituminous Wear Placement	Full Time	100%	4.50	45.0	$ 6,795.00
Concrete Street Placement	Full Time	100%	10.00	100.0	$ 15,100.00
All Required Testing of Piping, Subgrade, Base and Paving	Full Time	100%	10.00	30.0	$ 4,530.00
Other Activities as Directed by Engineer or City	As Required	As Required			$ 5,347.00
Preconstruction Meeting				3.0	$ 641.00
Weekly Onsite Meeting				-	$ -
As-built Record Drawings				9.0	$ 1,299.00
Closure Documents				2.0	$ 256.00
Warranty				8.0	$ 1,208.00
Project Management				8.0	$ 1,720.00

Estimated Contractor Work Day Duration (Hours)	10
Estimated Contractor Work Days	167

FEE ESTIMATE

PROJECT PERSONNEL	RATE	HOURS	TOTAL
Lead Observer	$ 151.00	1,431.5	$ 216,156.50
Project Manager	$ 215.00	11.0	$ 2,365.00
Engineer of Record	$ 275.00	2.0	$ 550.00
Total		**1,444.5**	**$ 219,071.50**
Other Activities as Directed by Engineer or City			
Construction Materials Testing (See Attached)			**$ 34,330.00**
TOTAL ESTIMATED FEE			**$ 253,401.50**

† Values are estimated based on contractor's estimated schedule of 167 work days at 10 hours per day. Additional construction over 167 work days will incure additional fees.

Construction Materials Testing Estimate of Costs

City of Rochester

COC - UPUI Tunnels & Distribution Package B.3

Rochester, MN

January 7, 2026

CMT Unit	Service Description	Estimated Units	Hourly or Unit Cost	Total Unit Cost
Aggregate and Soils				
Field Testing				
3510	Nuclear Density Testing	150 tests	$ 25.00	$ 3,750.00
	18 tests on watermain trench backfill			
	111 tests on sanitary trench backfill			
	21 tests on storm sewer trench backfill			
Laboratory Testing				
3025	Sieve Analysis through no. 200 Sieve	5 tests	$ 165.00	$ 825.00
	1 tests on aggregate base			
	3 tests trench backfill			
	1 tests on fine aggregate bedding			
3260	Standard Proctor	5 tests	$ 165.00	$ 825.00
	1 tests on aggregate base			
	1 tests on subgrade			
	3 tests on trench backfill			
			Subtotal	$ 5,670.00
Concrete				
Field Testing				
CMT02	Testing of Concrete	142.50 hours	$ 110.00	$ 15,675.00
Curb/Gutter	*21 pours at 2.50 hours each*			
Flatwork	*20 pours at 2.50 hours each*			
C. Paving	*11 pours at 2.50 hours each*			
Misc.	*5 pours at 2.50 hours each*			
Laboratory Testing				
2040	Concrete Curing and Compressive Strength Testing	285 cylinders	$ 35.00	$ 9,975.00
	57 sets at 5 cylinders each			
			Subtotal	$ 25,650.00
Project Supervision, Review and Management				
CMT80	Project Engineer/Manager	4.00 hours	$ 275.00	$ 1,100.00
CMT70	Project Assistant	8.00 hours	$ 215.00	$ 1,720.00
CMT90	Project Administrator	2.00 hours	$ 95.00	$ 190.00
			Subtotal	$ 3,010.00

Inspection and Testing Project Summary	
Aggregate and Soils	$ 5,670.00
Concrete	$ 25,650.00
Project Supervision, Review and Management	$ 3,010.00
Estimated Total	**$ 34,330.00**

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 KNUT...	0d	29-May-26	29-May-26
MILESTONE...	MILESTONES: UTILITY GO-LIVE	735d	07-Jan-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	689d	30-Jul-24 A	05-Apr-27
T&D - PACK...	T&D - PACKAGE B.2	504d	21-Feb-25 A	04-Feb-27
T&D - PACK...	T&D - PACKAGE B.3	483d	02-Oct-25 A	12-Aug-27
Preconstru...	Preconstruction Activities	115d	02-Oct-25 A	13-Mar-26
4679	Civil Permitting	20d	02-Oct-25 A	30-Jan-26
4681	BIM Modeling / Ductbank Prefab	50d	26-Nov-25 A	05-Feb-26
4680	Bidding	15d	02-Feb-26	20-Feb-26
4690	Scope Clarifications / Awards / Contracting	15d	23-Feb-26	13-Mar-26
Construction	Construction	384d	23-Feb-26	12-Aug-27
Phase B.3....	Phase B.3.1 (Phase Eliminated)			
Phase B.3.2	Phase B.3.2	120d	23-Feb-26	07-Aug-26
Phase B....	Phase B.3.2 A (Get Ductbank Across 1st St. SW)	20d	23-Feb-26	20-Mar-26
18579	Site Fence / Traffic Control / Mobilize	1d	23-Feb-26 C	23-Feb-26
18589	Excavate / Set Vault and Grounding / Backfill Vault	3d	24-Feb-26	26-Feb-26
18609	Excavate Duct Bank	2d	27-Feb-26	02-Mar-26
18619	Install Duct Bank	1d	03-Mar-26	03-Mar-26
18629	Form & Pour Duct Bank	1d	04-Mar-26	04-Mar-26
18649	Cure Time	2d	04-Mar-26	06-Mar-26
18639	Backfill Duct Bank	2d	09-Mar-26	10-Mar-26
18659	Restore Hard Surfaces	3d	10-Mar-26	13-Mar-26
18669	Cure Time	5d	13-Mar-26	20-Mar-26
18679	Open to St. Johns Traffic	0d	20-Mar-26	20-Mar-26
Phase B....	Phase B.3.2 B	39d	15-Jun-26	07-Aug-26
18729	Site Fence / Traffic Control / Mobilize	5d	15-Jun-26	19-Jun-26
18739	Excavate / Set Vault and Grounding / Backfill Vault	3d	22-Jun-26	24-Jun-26
18749	Potholing / Removals	5d	25-Jun-26	01-Jul-26
18759	Excavate Duct Bank	14d	02-Jul-26	22-Jul-26
18769	Install Duct Bank	7d	21-Jul-26	29-Jul-26
18779	Form & Pour Duct Bank	7d	22-Jul-26	30-Jul-26
18789	Backfill Duct Bank	5d	31-Jul-26	06-Aug-26
18799	Remove Traffic Control	1d	07-Aug-26	07-Aug-26
Phase B.3.3	Phase B.3.3	62d	03-Aug-26	28-Oct-26
7887	Site Fence / Traffic Control / Mobilize	5d	03-Aug-26	07-Aug-26
7897	Potholing / Removals	5d	10-Aug-26	14-Aug-26



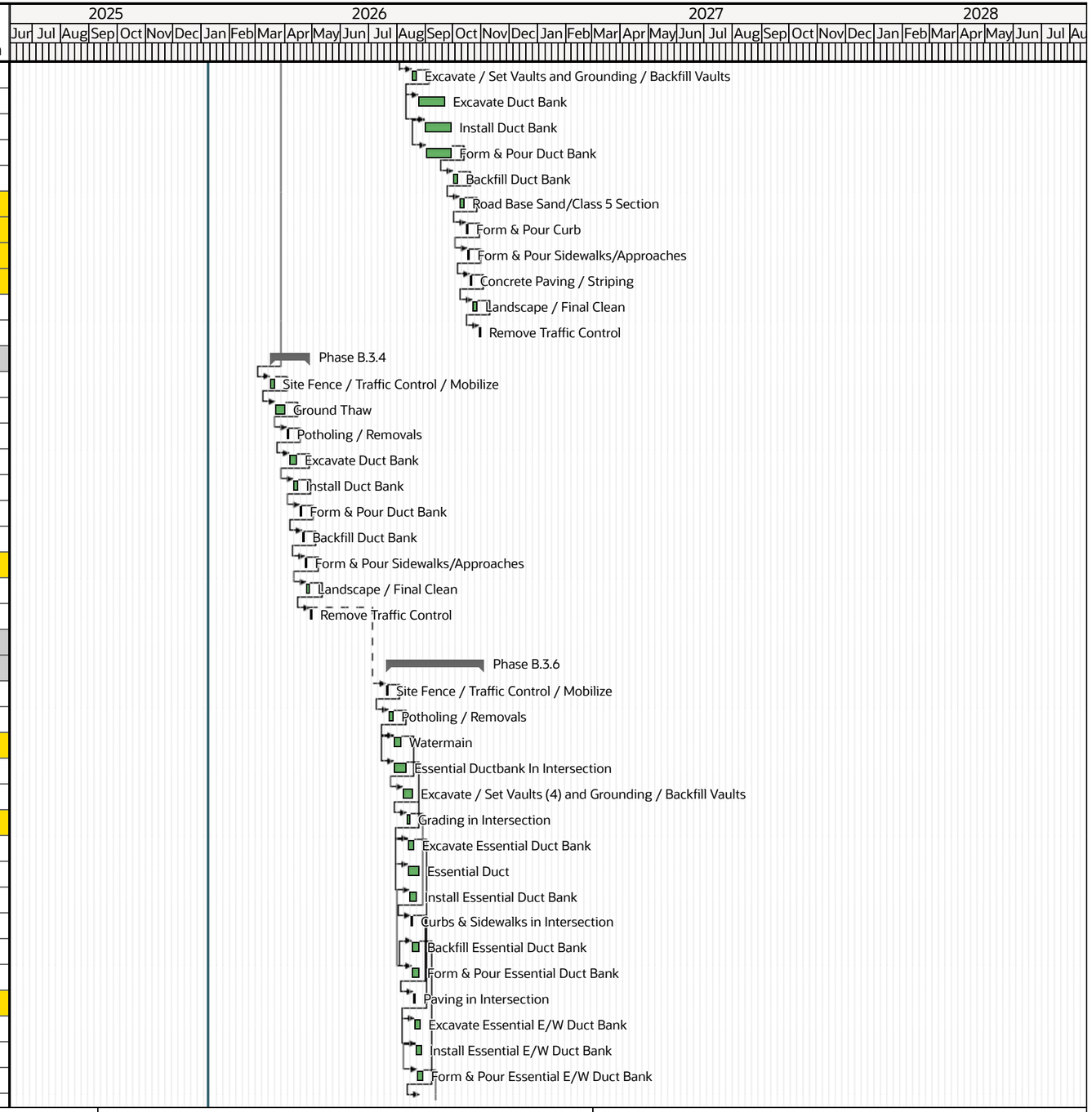
Data Date: 07-Jan-26
Finish Date: 01-Nov-28
Print Date: 12-Jan-26

Current
Progress
Critical
Milestones
Summary

Unbound 15KV Distribution, Tunnels & Distribution

Knutson Construction

ID	Name	Planned Duration	Start	Finish
7917	Excavate / Set Vaults and Grounding / Backfill Vaults	5d	17-Aug-26	21-Aug-26
7927	Excavate Duct Bank	20d	24-Aug-26	21-Sep-26
7937	Install Duct Bank	20d	31-Aug-26	28-Sep-26
7947	Form & Pour Duct Bank	20d	01-Sep-26	29-Sep-26
7957	Backfill Duct Bank	5d	30-Sep-26	06-Oct-26
7967	Road Base Sand/Class 5 Section	5d	07-Oct-26	13-Oct-26
7977	Form & Pour Curb	2d	14-Oct-26	15-Oct-26
7987	Form & Pour Sidewalks/Approaches	2d	15-Oct-26	16-Oct-26
7997	Concrete Paving / Striping	2d	19-Oct-26	20-Oct-26
8007	Landscape / Final Clean	5d	21-Oct-26	27-Oct-26
8017	Remove Traffic Control	1d	28-Oct-26	28-Oct-26
Phase B.3.4	Phase B.3.4	32d	16-Mar-26	28-Apr-26
11027	Site Fence / Traffic Control / Mobilize	5d	16-Mar-26	20-Mar-26
18939	Ground Thaw	8d	20-Mar-26	01-Apr-26
11037	Potholing / Removals	2d	02-Apr-26	03-Apr-26
11067	Excavate Duct Bank	6d	06-Apr-26	13-Apr-26
11077	Install Duct Bank	4d	10-Apr-26	15-Apr-26
11087	Form & Pour Duct Bank	2d	16-Apr-26	17-Apr-26
11097	Backfill Duct Bank	2d	20-Apr-26	21-Apr-26
11127	Form & Pour Sidewalks/Approaches	2d	22-Apr-26	23-Apr-26
11147	Landscape / Final Clean	2d	24-Apr-26	27-Apr-26
11157	Remove Traffic Control	1d	28-Apr-26	28-Apr-26
Phase B.3....	Phase B.3.5 (Phase Eliminated)			
Phase B.3.6	Phase B.3.6	77d	20-Jul-26	03-Nov-26
4888	Site Fence / Traffic Control / Mobilize	2d	20-Jul-26	21-Jul-26
11397	Potholing / Removals	5d	22-Jul-26	28-Jul-26
18949	Watermain	6d	28-Jul-26	05-Aug-26
18979	Essential Ductbank In Intersection	10d	28-Jul-26	11-Aug-26
11417	Excavate / Set Vaults (4) and Grounding / Backfill V...	8d	06-Aug-26	17-Aug-26
18999	Grading in Intersection	3d	11-Aug-26	14-Aug-26
11467	Excavate Essential Duct Bank	6d	12-Aug-26	19-Aug-26
19039	Essential Duct	9d	12-Aug-26	24-Aug-26
11477	Install Essential Duct Bank	6d	14-Aug-26	21-Aug-26
19009	Curbs & Sidewalks in Intersection	2d	14-Aug-26	18-Aug-26
11497	Backfill Essential Duct Bank	6d	17-Aug-26	24-Aug-26
11487	Form & Pour Essential Duct Bank	6d	17-Aug-26	24-Aug-26
19019	Paving in Intersection	2d	18-Aug-26	20-Aug-26
19309	Excavate Essential E/W Duct Bank	5d	19-Aug-26	26-Aug-26
19319	Install Essential E/W Duct Bank	5d	20-Aug-26	27-Aug-26
19339	Form & Pour Essential E/W Duct Bank	5d	21-Aug-26	28-Aug-26



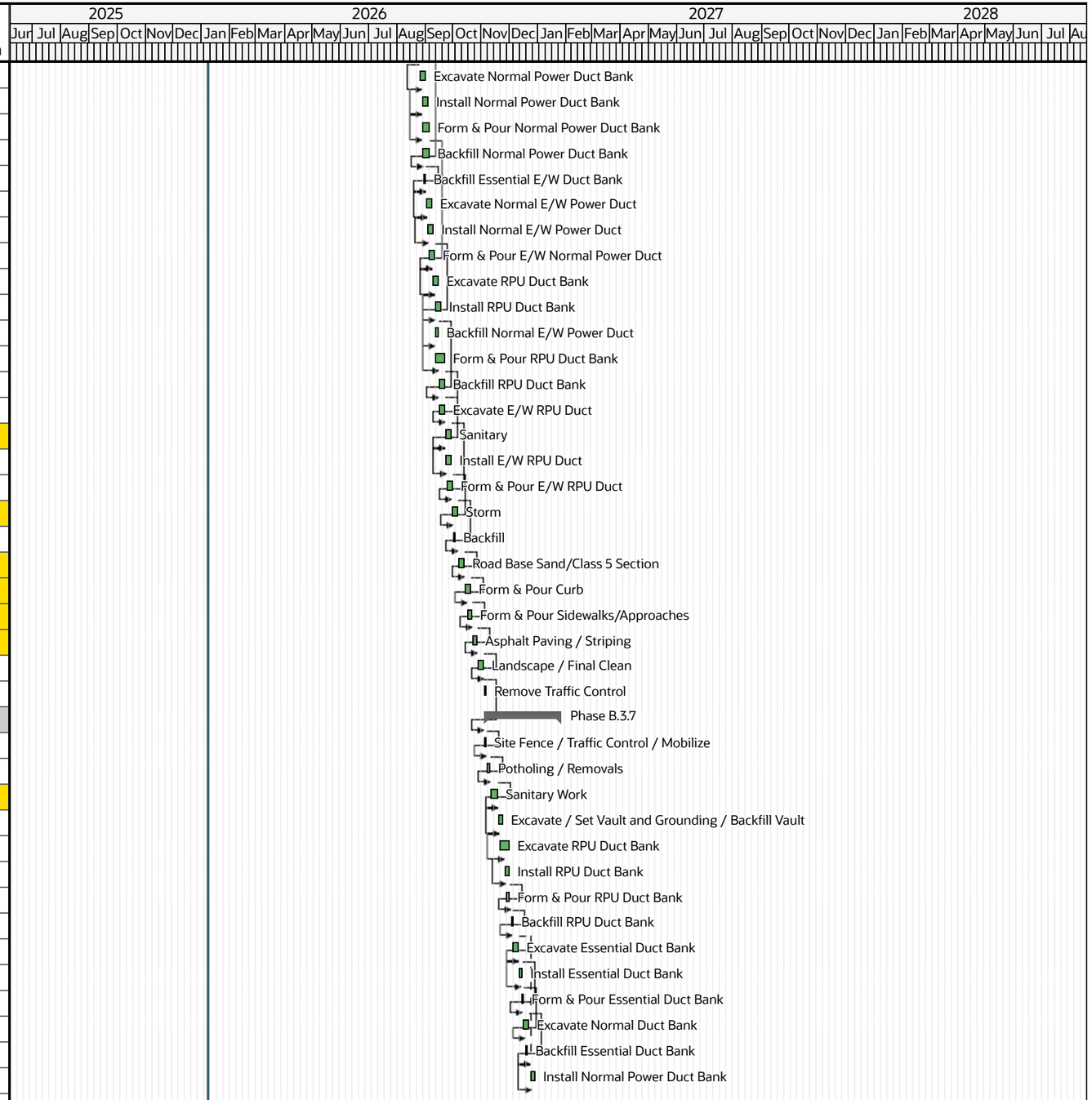
Data Date: 07-Jan-26
Finish Date: 01-Nov-28
Print Date: 12-Jan-26

Current
Progress
Critical
Milestones
Summary

Unbound 15KV Distribution, Tunnels & Distribution

Knutson Construction

ID	Name	Planned Duration	Start	Finish
18989	Excavate Normal Power Duct Bank	6d	24-Aug-26	01-Sep-26
11517	Install Normal Power Duct Bank	6d	27-Aug-26	03-Sep-26
11527	Form & Pour Normal Power Duct Bank	6d	28-Aug-26	04-Sep-26
11537	Backfill Normal Power Duct Bank	6d	28-Aug-26	04-Sep-26
19329	Backfill Essential E/W Duct Bank	2d	28-Aug-26	01-Sep-26
19269	Excavate Normal E/W Power Duct	5d	01-Sep-26	08-Sep-26
19279	Install Normal E/W Power Duct	5d	02-Sep-26	09-Sep-26
19289	Form & Pour E/W Normal Power Duct	5d	03-Sep-26	10-Sep-26
11427	Excavate RPU Duct Bank	6d	08-Sep-26	15-Sep-26
11437	Install RPU Duct Bank	6d	10-Sep-26	18-Sep-26
19299	Backfill Normal E/W Power Duct	2d	10-Sep-26	14-Sep-26
11447	Form & Pour RPU Duct Bank	6d	11-Sep-26	21-Sep-26
11457	Backfill RPU Duct Bank	6d	14-Sep-26	22-Sep-26
19229	Excavate E/W RPU Duct	5d	14-Sep-26	21-Sep-26
18959	Sanitary	4d	22-Sep-26	28-Sep-26
19239	Install E/W RPU Duct	5d	22-Sep-26	29-Sep-26
19249	Form & Pour E/W RPU Duct	5d	23-Sep-26	30-Sep-26
18969	Storm	5d	28-Sep-26	05-Oct-26
19259	Backfill	2d	30-Sep-26	02-Oct-26
11547	Road Base Sand/Class 5 Section	5d	05-Oct-26	12-Oct-26
11557	Form & Pour Curb	5d	12-Oct-26	19-Oct-26
11567	Form & Pour Sidewalks/Approaches	3d	16-Oct-26	21-Oct-26
11577	Asphalt Paving / Striping	3d	21-Oct-26	26-Oct-26
11587	Landscape / Final Clean	5d	26-Oct-26	02-Nov-26
11597	Remove Traffic Control	1d	02-Nov-26	03-Nov-26
Phase B.3.7	Phase B.3.7	59d	03-Nov-26	25-Jan-27
11607	Site Fence / Traffic Control / Mobilize	2d	03-Nov-26	05-Nov-26
11617	Potholing / Removals	3d	05-Nov-26	10-Nov-26
11627	Sanitary Work	6d	10-Nov-26	18-Nov-26
11637	Excavate / Set Vault and Grounding / Backfill Vault	3d	18-Nov-26	23-Nov-26
11647	Excavate RPU Duct Bank	5d	20-Nov-26	30-Nov-26
11657	Install RPU Duct Bank	3d	25-Nov-26	30-Nov-26
11667	Form & Pour RPU Duct Bank	3d	27-Nov-26	01-Dec-26
11677	Backfill RPU Duct Bank	2d	02-Dec-26	03-Dec-26
11687	Excavate Essential Duct Bank	5d	04-Dec-26	10-Dec-26
11697	Install Essential Duct Bank	3d	11-Dec-26	15-Dec-26
11707	Form & Pour Essential Duct Bank	3d	14-Dec-26	16-Dec-26
19069	Excavate Normal Duct Bank	5d	15-Dec-26	22-Dec-26
11717	Backfill Essential Duct Bank	2d	17-Dec-26	18-Dec-26
11727	Install Normal Power Duct Bank	4d	23-Dec-26	29-Dec-26



Data Date: 07-Jan-26

Finish Date: 01-Nov-28

Print Date: 12-Jan-26

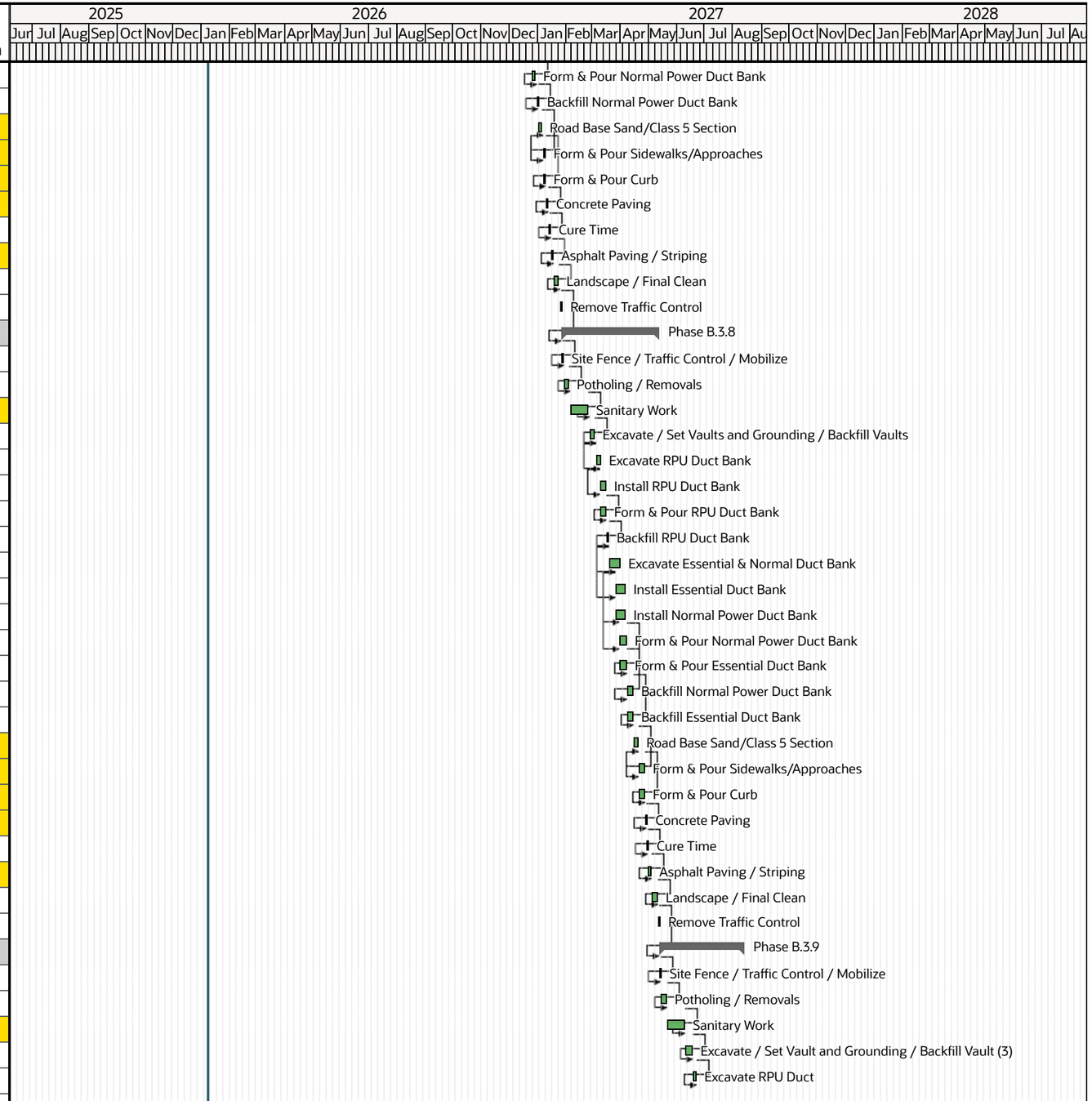
Current
Progress
Critical

Milestones
Summary

Unbound 15KV Distribution, Tunnels & Distribution

Knutson Construction

ID	Name	Planned Duration	Start	Finish
11737	Form & Pour Normal Power Duct Bank	3d	24-Dec-26	29-Dec-26
11747	Backfill Normal Power Duct Bank	2d	30-Dec-26	31-Dec-26
11757	Road Base Sand/Class 5 Section	3d	01-Jan-27	05-Jan-27
11777	Form & Pour Sidewalks/Approaches	3d	06-Jan-27	08-Jan-27
11767	Form & Pour Curb	2d	06-Jan-27	07-Jan-27
19079	Concrete Paving	1d	08-Jan-27	11-Jan-27
19089	Cure Time	2d	11-Jan-27	13-Jan-27
11787	Asphalt Paving / Striping	2d	14-Jan-27	15-Jan-27
11797	Landscape / Final Clean	5d	18-Jan-27	22-Jan-27
11807	Remove Traffic Control	1d	25-Jan-27	25-Jan-27
Phase B.3.8	Phase B.3.8	77d	26-Jan-27	12-May-27
11857	Site Fence / Traffic Control / Mobilize	2d	26-Jan-27	27-Jan-27
11867	Potholing / Removals	5d	28-Jan-27	03-Feb-27
11877	Sanitary Work	15d	04-Feb-27	24-Feb-27
11878	Excavate / Set Vaults and Grounding / Backfill Vaults	5d	25-Feb-27	03-Mar-27
11897	Excavate RPU Duct Bank	5d	04-Mar-27	10-Mar-27
11907	Install RPU Duct Bank	5d	08-Mar-27	15-Mar-27
11917	Form & Pour RPU Duct Bank	5d	09-Mar-27	16-Mar-27
11927	Backfill RPU Duct Bank	3d	16-Mar-27	19-Mar-27
11937	Excavate Essential & Normal Duct Bank	8d	19-Mar-27	31-Mar-27
11947	Install Essential Duct Bank	7d	26-Mar-27	06-Apr-27
11977	Install Normal Power Duct Bank	7d	26-Mar-27	06-Apr-27
11987	Form & Pour Normal Power Duct Bank	7d	29-Mar-27	07-Apr-27
11957	Form & Pour Essential Duct Bank	7d	29-Mar-27	07-Apr-27
11997	Backfill Normal Power Duct Bank	5d	07-Apr-27	14-Apr-27
11967	Backfill Essential Duct Bank	5d	07-Apr-27	14-Apr-27
12007	Road Base Sand/Class 5 Section	3d	14-Apr-27	19-Apr-27
12027	Form & Pour Sidewalks/Approaches	5d	19-Apr-27	26-Apr-27
12017	Form & Pour Curb	5d	19-Apr-27	26-Apr-27
19169	Concrete Paving	2d	26-Apr-27	28-Apr-27
19179	Cure Time	2d	28-Apr-27	30-Apr-27
12037	Asphalt Paving / Striping	2d	30-Apr-27	04-May-27
12047	Landscape / Final Clean	5d	04-May-27	11-May-27
12057	Remove Traffic Control	1d	11-May-27	12-May-27
Phase B.3.9	Phase B.3.9	66d	12-May-27	12-Aug-27
8727	Site Fence / Traffic Control / Mobilize	2d	12-May-27	14-May-27
8737	Potholing / Removals	5d	14-May-27	21-May-27
8747	Sanitary Work	12d	21-May-27	09-Jun-27
8757	Excavate / Set Vault and Grounding / Backfill Vault ...	6d	09-Jun-27	17-Jun-27
8758	Excavate RPU Duct	3d	17-Jun-27	22-Jun-27



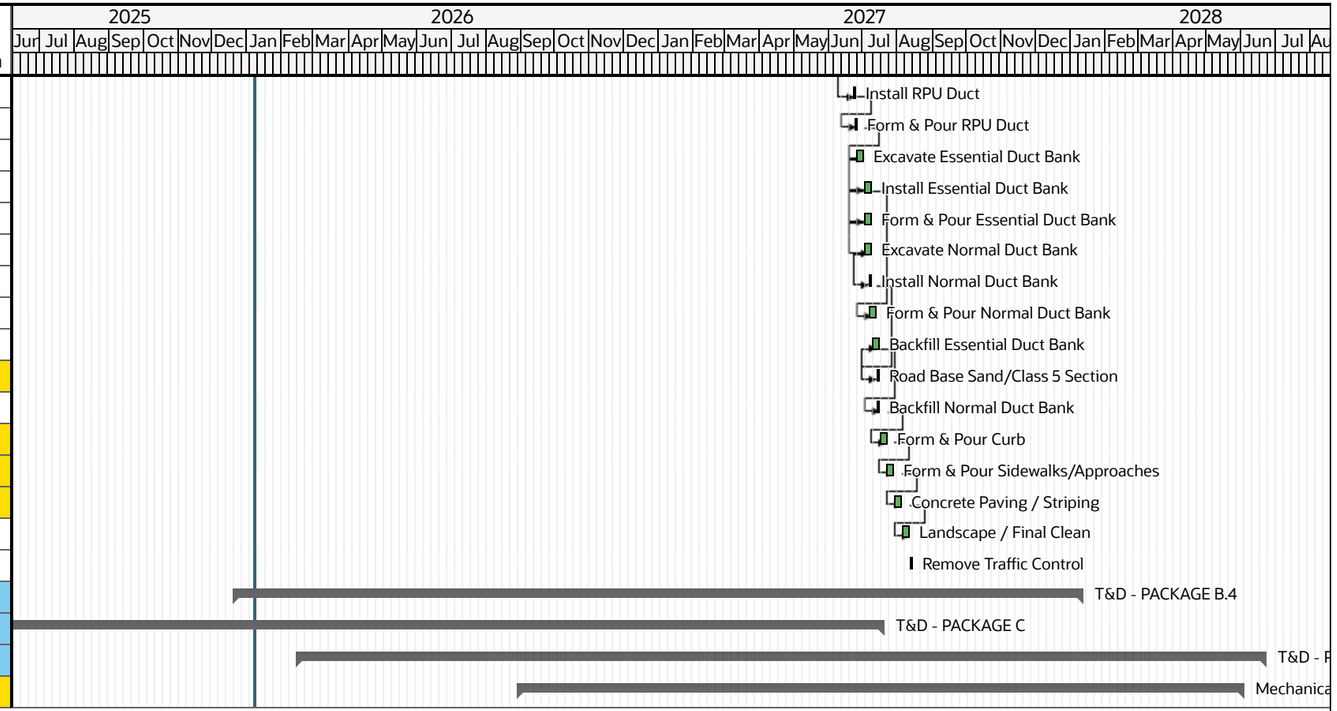
Data Date: 07-Jan-26
Finish Date: 01-Nov-28
Print Date: 12-Jan-26

Current
Progress
Critical
Milestones
Summary

Unbound 15KV Distribution, Tunnels & Distribution

Knutson Construction

ID	Name	Planned Duration	Start	Finish
8759	Install RPU Duct	2d	22-Jun-27	24-Jun-27
8760	Form & Pour RPU Duct	2d	23-Jun-27	25-Jun-27
8767	Excavate Essential Duct Bank	4d	25-Jun-27	01-Jul-27
8777	Install Essential Duct Bank	4d	01-Jul-27	08-Jul-27
8787	Form & Pour Essential Duct Bank	4d	02-Jul-27	09-Jul-27
19189	Excavate Normal Duct Bank	4d	02-Jul-27	08-Jul-27
19199	Install Normal Duct Bank	4d	05-Jul-27	09-Jul-27
19209	Form & Pour Normal Duct Bank	4d	06-Jul-27	12-Jul-27
8797	Backfill Essential Duct Bank	4d	09-Jul-27	15-Jul-27
8807	Road Base Sand/Class 5 Section	3d	12-Jul-27	15-Jul-27
19219	Backfill Normal Duct Bank	2d	12-Jul-27	14-Jul-27
8817	Form & Pour Curb	5d	15-Jul-27	22-Jul-27
8827	Form & Pour Sidewalks/Approaches	5d	21-Jul-27	28-Jul-27
8837	Concrete Paving / Striping	5d	28-Jul-27	04-Aug-27
8847	Landscape / Final Clean	5d	04-Aug-27	11-Aug-27
8857	Remove Traffic Control	1d	11-Aug-27	12-Aug-27
T&D - PACK...	T&D - PACKAGE B.4	550d	19-Dec-25 A	12-Jan-28
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 GROU...	616d	12-Feb-26	22-Jun-28
Mechanical S...	Mechanical Systems - Flush, Clean, Fill, Startup / C...	461d	28-Aug-26	02-Jun-28



Data Date: 07-Jan-26
Finish Date: 01-Nov-28
Print Date: 12-Jan-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) 1/20/2026

143

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:** Kasi Heilig **PHONE (A/C, No, Ext):** **FAX (A/C, No):** **E-MAIL ADDRESS:** kasi.heilig@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 Ins Co PittsburghPA — 19445 **INSURER B :** Zurich American Insurance Company — 16535 **INSURER C :** Twin City Fire Insurance Company — 29459 **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 616039952 **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	Y		GL5425678	3/1/2025	3/1/2026	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 25,000
							PERSONAL & ADV INJURY	$ 5,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 10,000,000
	POLICY X PRO-JECT X LOC						PRODUCTS - COMP/OP AGG	$ 10,000,000
	OTHER:							$
A	AUTOMOBILE LIABILITY	Y		CA4693553	3/1/2025	3/1/2026	COMBINED SINGLE LIMIT (Ea accident)	$ 5,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
C	X UMBRELLA LIAB X OCCUR			41HV6BP2SZ9	3/1/2025	3/1/2026	EACH OCCURRENCE	$ 10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$ 10,000,000
	DED X RETENTION $ 10,000							$
A A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N / A		WC066656880 WC066656900	3/1/2025 3/1/2025	3/1/2026 3/1/2026	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	Inland Marine			CPP696163601	3/1/2025	3/1/2026	Each Occurrence	1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Re: J5665 - Mayo Clinic - 15kV UPUI Package B.3.
City of Rochester is included as Additional Insured as required by written contract or agreement limited to the General Liability and Automobile Liability. Cancellation provision is amended to 30 days except for 10 day notice of cancellation for non-payment of premium per policy terms and conditions.

CERTIFICATE HOLDER

City of Rochester
4001 West River Pkwy 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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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 01/20/2026

144

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:	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : XL Specialty Insurance Co.	37885
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
WSB LLC
701 Xenia Avenue South
Ste. 300
Minneapolis MN 55416

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						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☐ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ (Mandatory In NH)	N / A					E.L. EACH ACCIDENT	$
	If yes, describe under DESCRIPTION OF OPERATIONS below						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	$5,000,000
							Aggregate	$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROJECT NAME: J5665 - Mayo Clinic - 15kV UPUI Package B.3

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 Pkwy 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

Theresa M. Anderson

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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)

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 . . . . . ☐

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.)

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** DeAnna Keseman **Date** 01/13/2025

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

F.10

REQUEST FOR ACTION

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

MEETING DATE:
February 2, 2026

ORIGINATING DEPT:
Community Development

AGENDA SECTION:
Consent Agenda

PRESENTER:
Irene Woodward / Dillon Dombrovski

Action Requested:
Approving the Public Works Department cost-sharing contribution to the Citywide Small Government Enterprise Agreement Renewal in the amount of $195,370 over four years for Geographic Information Systems (GIS) software.

Report Narrative:
Environmental Systems Research Institute, Inc. (ESRI) has provided a Citywide Small Government Enterprise Agreement (SGEA) for our core GIS software products since 2008. The software is used on desk PCs, laptops, and ArcGIS Enterprise is used to serve GIS web applications that can be consumed on mobile devices. Public Works also uses ArcGIS for a variety of compatible software applications to support teammates across all departments. These products support our storm water management program, sidewalk improvement program, utility permitting program, sanitary and storm sewer maintenance program, provide infrastructure improvement estimates, and track our infrastructure assets for accounting purposes, among a variety of other uses daily. This is the platform for all of the asset inventory tools used by Public Works and is the primary platform for any web-based services used within the City and made available to the public.

The current license will expire on February 8, 2026. The four-year agreement total cost is $390,740, which is split in 50% cost sharing with Rochester Public Utilities (RPU), resulting in a four-year out-of-pocket cost to Public Works of $195,370. The RPU Board is expected to approve the agreement and RPU cost share at their January 27, 2026, board meeting.

Priorities & Foundational Principles:
Quality Services
Fiscal Responsibility and Sustainability

Policy Considerations & DEI Impact:
The ESRI ArcGIS software is an impactful tool that can be used to better understand and visualize the impacts on different communities across the City.

Prior Legislative Actions & Community Engagement:
2023 Renewal Request for Council Action
January 27, 2026: Public Utility Board - 2026-2029 ESRI Citywide Small Government Enterprise

Agreement Renewal

Fiscal & Resource Impact:
The Public Works cost share of $195,370 over four years will come from the Public Works Information Technology Revolving Fund (PW-ITRF), which budgets annually for this software cost.

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

Prepared By:
Jay Forstner

Attachments:
Agreement - Esri Citywide SGEA Renewal 4 yr

Exhibit - Rochester Public Utilities 2026-29 ESRI Enterprise License

November 4, 2025

Mr. Ryan Moore
City of Rochester
4000 E River Rd Ne
Rochester, MN 55906-3414

Dear Ryan,

The Esri Small Municipal and County Government Enterprise Agreement (SGEA) is a four-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, four-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.

- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.

- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.

- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.

- The organization will provide an annual report of installed Esri software to Esri.

- Esri software and updates that the organization is licensed to use will be automatically available for downloading.

- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Municipal and County Government EA terms and conditions.

- Licenses are valid for the term of the EA.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

   "THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL MUNICIPAL AND COUNTY GOVERNMENT EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

   Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.

3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.

4. Send the purchase order and agreement to the address, email or fax noted below:

   Esri
   Attn: Customer Service SG-EA
   380 New York Street
   Redlands, CA 92373-8100

   e-mail: service@esri.com
   fax documents to: 909-307-3083

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Jason Fetch

Quotation # Q-529665

Date: November 13, 2025

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 107824 Contract # ENTERPRISE AGREEMENT

City of Rochester
Public Utilities
4000 E River Rd Ne
Rochester, MN 55906-3414

ATTENTION: Ryan Moore
PHONE: 507-280-1648
EMAIL: rmoore@rpu.org

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 3/26/2025 To: 2/9/2026

Material	Qty	Term	Unit Price	Total
193207	1	Year 1	$90,300.00	$90,300.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				
193207	1	Year 2	$90,300.00	$90,300.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				
193207	1	Year 3	$95,800.00	$95,800.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				
193207	1	Year 4	$95,800.00	$95,800.00
Populations of 100,001 to 125,000 Small Government Enterprise Agreement Annual Subscription				
165630	1	Year 1	$18,540.00	$18,540.00
ArcGIS Velocity Standard US Region Annual Subscription				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Jason Fetch	jfetch@esri.com	651-454-0600 x2331

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

FETCHJ **This offer is limited to the terms and conditions incorporated and attached herein.**

Quotation # Q-529665

Date: November 13, 2025

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 107824 Contract # ENTERPRISE AGREEMENT

City of Rochester
Public Utilities
4000 E River Rd Ne
Rochester, MN 55906-3414

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 3/26/2025 To: 2/9/2026

ATTENTION: Ryan Moore
PHONE: 507-280-1648
EMAIL: rmoore@rpu.org

Subtotal:	$390,740.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$390,740.00

Add-on licenses quoted outside of the Small Government Enterprise License Agreement line items are subject to annual price increases, determined by the prevailing rates at the time of each maintenance term.

Pricing reflects the Small Local Government Enterprise License Agreement.

ArcGIS Velocity Standard is referencing Year 1 of the Enterprise Agreement.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Jason Fetch	jfetch@esri.com	651-454-0600 x2331

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, Esri may invoice at least 30 days in advance of each anniversary date without the issuance or a Purchase Order, and Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

FETCHJ **This offer is limited to the terms and conditions incorporated and attached herein.**

Esri Use Only:
Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-4)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities (annual subscription)

ArcGIS Enterprise Software and Extensions ArcGIS Enterprise (Advanced and Standard) ArcGIS Monitor ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Data Reviewer	**ArcGIS Enterprise Additional Capability Servers** ArcGIS Image Server **ArcGIS Online User Types** ArcGIS Online Viewer User Type **ArcGIS Enterprise User Types** ArcGIS Enterprise Viewer User Type

Capped Quantities (annual subscription)

ArcGIS Online User Types		**ArcGIS Enterprise User Types**	
ArcGIS Online Contributor User Type	50	ArcGIS Enterprise Contributor User Type	50
ArcGIS Online Mobile Worker User Type	200	ArcGIS Enterprise Mobile Worker User Type	200
ArcGIS Online Creator User Type	200	ArcGIS Enterprise Creator User Type	200
ArcGIS Online Professional User Type	50	ArcGIS Enterprise Professional User Type	50
ArcGIS Online Professional Plus User Type	50	ArcGIS Enterprise Professional Plus User Type	50
ArcGIS Pro (Add-on Apps) for ArcGIS Online Creator or Professional User Type		**ArcGIS Pro (Add-on Apps) for ArcGIS Enterprise Creator or Professional User Type**	
ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	50 each	ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Spatial Analyst, ArcGIS Workflow Manager, ArcGIS Image Analyst	50 each
ArcGIS Online Apps and Other		**ArcGIS Enterprise Apps and Other**	
ArcGIS Location Sharing for ArcGIS Online	50	ArcGIS Location Sharing for ArcGIS Enterprise	50
ArcGIS Online Service Credits	125,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	50

Other Benefits

Number of Esri User Conference registrations provided annually	4
Number of Tier 1 Help Desk individuals authorized to call Esri	4
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Four (4) years; February 9, 2026 - February 8, 2030

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

_____
(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Address: _____

City, State, Postal Code: _____

Country: _____

Quotation Number (if applicable): _____

Telephone: _____

Fax: _____

E-mail: _____

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 **Orders, Delivery, and Deployment**

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—Mergers, Acquisitions, or Divestitures

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

ROCHESTER BOARDS & COMMISSIONS

REQUEST FOR ACTION

2026-2029 ESRI Citywide Small Government Enterprise Agreement Renewal

MEETING DATE:
January 27, 2026

ORIGINATING DEPT:
Rochester Public Utilities

AGENDA SECTION:
Consent Agenda

PRESENTER:
Ryan Moore, Director of Geographic Information Services

Action Requested:

Approve a resolution to enter into the Agreement with Environmental Systems Research Institute, Inc. in the amount of $390,740 and authorize the Mayor and City Clerk to execute the Agreement, subject to Council approval.

Report Narrative:

Environmental Systems Research Institute, Inc. (ESRI) has provided a City-wide Small Government Enterprise Agreement (SGEA) for most of our core GIS software products since 2008. The software is used on desktop PCs and laptops. ArcGIS Enterprise is used to serve GIS web applications that can be consumed on mobile devices. RPU also uses ESRI technology as a prerequisite for all of its Schneider Electric GIS products, such as ArcFM, Designer, Fiber Manager, and Responder. These products serve our outage management system, providing infrastructure improvement estimates and track our infrastructure assets for accounting purposes.

The current license will expire on February 8th, 2026. RPU will be the holder of the contract. Fifty percent (50%) of the license, $195,370, is reimbursed by Public Works, resulting in a four-year out-of-pocket cost to RPU of $195,370. The Council is expected to approve Public Works' share in February.

Fiscal & Resource Impact:

The first two years of the four-year agreement are included in the 2026-27 budget. The final two years, 2028-2029, are contingent upon future budget approval.

Prepared By:

Ryan Moore

Attachments:

20250127 - Resolution - ESRI City-Wide Small Government Enterprise Agreement Renewal

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Purchase of Rochester Public Transit Vehicles

MEETING DATE:
February 2, 2026

ORIGINATING DEPT:
Transit & Parking Services

AGENDA SECTION:
Consent Agenda

PRESENTER:
Rachel Fautsch

Action Requested:

Adopting a Resolution approving the purchase of four 40' clean diesel buses, two paratransit vehicles and one service pickup for Rochester Pubic Transit.

Report Narrative:

Federal and state funds were appropriated to the City and will be used to fund 80% of these purchases, with the remaining 20% coming from transit retained earnings.

The purchasing details are as follows:

Vendor	Description	Cost
Gillig	Four 40' diesel buses	$753,981 each
Karl Chevrolet	One Chevy Service Truck	$48,445 each
NCI Bus of Monticello	Two Frontrunner buses	$197,952 each

Fixed Route:

Purchase of four 40' clean diesel buses through the Washington State cooperative contract in an amount of $753,981 each, plus applicable tariffs. Tariff charges are determined following the manufacturers' purchase of materials and will be invoiced after the unit enters assembly. These vehicles are planned replacements awarded through the Minnesota Department of Transportation Replacement Vehicle Program, for buses at or beyond the end of their useful life, and initiating procurement now, given lead times of up to two years, helps ensure fleet reliability, cost efficiency, and service continuity.

Paratransit:

Purchase of two cutaways built on a RAM 3500 truck chassis with the body built by Frontrunner Bus Group, Inc, through the State of MN cooperative contract. These vehicles will be capable of transporting up to 13 passengers and features three wheelchair positions providing essential accessibility and capacity to the fleet. This purchase contributes to Rochester Public Transits ongoing strategy to enhance vehicle utilization without the need for a commercial driver's license to operate. Paratransit provides transportation services to eligible passengers not able to use regular fixed route services due to disability limitations.

Service Pickup:

Purchase of one Chevy Silverado 1500 through the State of MN cooperative contract. This will be a service vehicle used in performing work related to maintaining bus stops.

The estimated local share using the transit retained earnings for these purchases is $692,055. The use of these funds for these purchases was included in the financial status of transit presented at the January 12, 2026, Study Session. Purchasing replacement vehicles in a timely manner remains critical for the successful operation of transit service, even as we look at adjustments.

Priorities & Foundational Principles:

Quality Services
Public Safety

Policy Considerations & DEI Impact:

This purchase supports the strategic priority of Quality Services by equipping transit operators with safe and reliable vehicles.

Prior Legislative Actions & Community Engagement:

June 16, 2025: Council Meeting - Adoption of Resolution #146-25 approving 2026 state transit funding for both operations and capital.
December 2, 2024: Council Meeting - Approval of the 2025-2029 Capital Improvement Plan budget.

Fiscal & Resource Impact:

These vehicles have already been budgeted in the 2025 and 2026 Capital Improvement Plan budget and are essential to the continued and successful operations of the public transit system. There is no impact to the Tax Levy as this expense is within the Transit enterprise fund.

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:

Mona Hoeft

Attachments:

Resolution - Purchase of Transit Vehicles

RESOLUTION

Awarding Contract: Transit Vehicle Purchases

BE IT RESOLVED by the Common Council of the City of Rochester approval to purchase four 40' diesel buses from Gillig for $753,981 each, plus applicable tariffs, one Chevy service truck from Karl Chevrolet for $48,445 and two Frontrunner paratransit buses for $197,952 each from NCI Bus of Monticello.

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

2025 Destination Medical Center Annual Report to the Minnesota State Legislature

MEETING DATE:
February 2, 2026

ORIGINATING DEPT:
Finance Department

AGENDA SECTION:
Consent Agenda

PRESENTER:
Cindy Steinhauser, Brian Anderson

Action Requested:
Adopting a Resolution approving the 2025 Destination Medical Center Annual Report.

Report Narrative:
A joint report by the City and the Destination Medical Center Corporation (DMCC) must be submitted annually by February 15. This report outlines the progress of the Destination Medical Center (DMC) initiative. The report is submitted to chairs and ranking minority members of the legislative committees and divisions with jurisdiction over local and state government operations, economic development, and taxes; the commissioners of revenue and employment and economic development; and the chair of the Olmsted County Board of Commissioners.

State law requires that the report include the following:
1. The Development Plan and any proposed changes to the Development Plan.
2. Progress of projects identified in the Development Plan.
3. Actual costs and financing sources.
4. Estimated costs and financing sources for projects to be started in the next two years by the DMCC, City, Olmsted County, and Mayo.
5. Debt service schedules for all outstanding obligations of the City for debt issued for projects identified in the plan.

Attached is a copy of the draft report that has been prepared by the DMCC attorney, DMC EDA teammates, and City teammates.

The DMCC Board will be acting on the report at their meeting on February 5, 2026.

Priorities & Foundational Principles:
Economic Vibrancy & Growth Management
Affordable Living

Policy Considerations & DEI Impact:
The annual operating budget of the DMCC and the Capital Improvement Plan is reviewed and approved by the Council, ensuring that it aligns and is consistent with the Council's strategic priorities. The DMC

initiative supports diversity, equity, and inclusion in the work and projects being carried out.

Prior Legislative Actions & Community Engagement:
Annual report required by Minnesota Statutes Sections 469.40 - 469.47.

Fiscal & Resource Impact:
DMC Sales Tax revenues, State DMC funds, City funds, Federal funds, and other funding sources are used on projects that support the DMC initiative.

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

Prepared By:
Brian Anderson

Attachments:
Report - DMC 2025 Annual Report

Resolution - 2025 City-DMCC Annual Report to the State



DMC
ANNUAL REPORT

Destination Medical Center Corporation & City of Rochester

February 2026

City of Rochester: 507.328.2900

City of Rochester
DMC Corporation
201 4th St. SE
Rochester, MN 55904

rochestermn.gov
dmc.mn

TABLE OF CONTENTS

Summary of Five Statutory Elements	01
Statutory Element One-Development Plan	02-06
Statutory Element Two- Progress of Projects	07
2026-2027 Capital Improvement Plan	08-09
6th Street Bridge, Neighborhood Safety & Riverfront Improvements Project	10
Downtown Infrastructure Alignment	11
Downtown Property Preservation	12
Mobility	13
Statutory Element Three- Actual Costs and Financing	14-15
Statutory Element Four- Estimated Future Costs & Financing	16-19
Statutory Element Five- Debt Service Schedule	20-21
Exhibit A- Map of DMC Development District	22-23
Discovery Walk	24
Riverfront Reimagined	25
Soldiers Memorial Field	26
West Transit Village	27
Exhibit B- Summary of Major Projects	29-33
Projects without DMC Funding	34-35
Exhibit C- Annual Certification of Mayo Clinic and other Private Expenditures	36-47
Exhibit D- Annual Certification of City Expenditures	48-49
Exhibit E- DEED Certifications	50-51

The State of Minnesota's DMC Act requires that five elements be included in this annual report.



01 The Development Plan and any proposed changes to the Development Plan.

02 Progress of projects identified in the Development Plan.

03 Actual costs and financing sources, including the amount paid under Minnesota Statutes Section 469.47, and required local contributions of projects completed in the previous two years by the DMCC, the City, County, and Mayo Clinic.

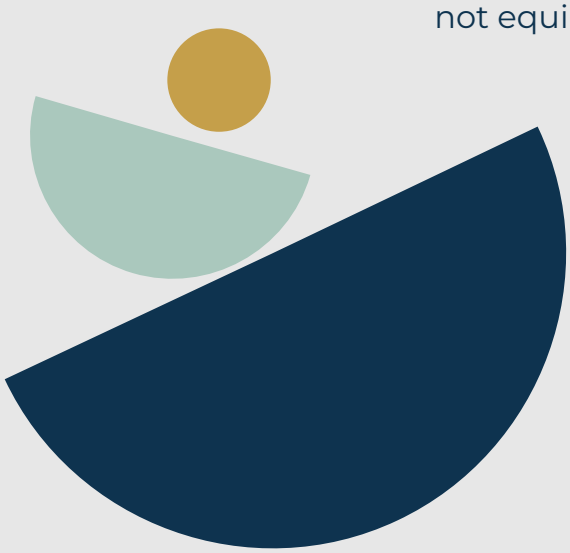
04 Estimated costs and financing sources for projects to be started in the next two years by the DMCC, the City, County, and Mayo Clinic.

05 Debt service schedules for all outstanding obligations of the City for debt issued for projects identified in the plan.

01

The Development Plan and changes to the Development Plan.

The Destination Medical Center initiative was established by the Minnesota Legislature in 2013 to ensure that Rochester could continue supporting Mayo Clinic's global leadership in patient care, research, and innovation. At the time Mayo Clinic was poised for significant growth, but Rochester's infrastructure, transit, streets, utilities, and the broader civic experience was not equipped to keep pace.



City of Rochester, Olmsted County, and Mayo Clinic leaders believed that this anticipated growth could, if properly leveraged, positively benefit:

- The state's position in the global health and wellness economy
- Minnesota residents and taxpayers
- Minnesota's largest employer
- The experience of patients, families, working professionals, and visitors who come to Rochester from around the world

The Legislature responded by creating a **new model of state–local–private partnership: Private investment would lead, public investment would follow, and all public funding would be performance-based and fully transparent.**

DMC is not a cookie-cutter development program. DMC leverages Rochester's position as **America's City for Health**, benefiting all Minnesotans.

How DMC Works:
The Model and Performance-Based State Funding

DMC's Financing Model is Unique in Minnesota

- The City of Rochester and Olmsted County make local public contributions
- State funding is released only after private investment is verified by DEED, ensuring taxpayer investments follow real, measurable economic activity
- The DMCC Board of Directors, with a plurality of State-appointed members, and the Rochester City Council approve all public infrastructure projects; the City delivers them; and DEED maintains State oversight

A 20-Year Public–Private Partnership

The partners—State of Minnesota, City of Rochester, Olmsted County, and Mayo Clinic—each play a distinct role, with the DMCC and City Council providing fiduciary oversight and strategic direction

A Plan Designed for Growth

State law requires a long-term Development Plan that guides investment strategy, infrastructure, mobility, housing, and economic development

What DMC Has Delivered So Far

- $1.8 billion in certified private investment in the DMC District
- More than $150 million in public infrastructure, including Heart of the City, Link BRT, Soldiers Field, Discovery Walk, and district wide street and utility upgrades
- Thousands of new jobs in healthcare, hospitality, research, technology, and small business
- Historic growth in tax base, housing, and commercial development

In short, DMC has proven the Legislature's hypothesis: A disciplined, performance-based partnership can generate transformational growth while protecting taxpayers and strengthening Minnesota's economy.

The 2025 Development Plan Update—Now Adopted.

Why an Update Was Needed

Beyond the statutory requirement, the past year has proven to be a critical time to update DMC strategies.

- Mayo Clinic launched Bold. Forward. Unbound. in Rochester, the largest capital expansion in Minnesota's history.
- Rochester's population and employment grew at a State-leading pace.
- Local and statewide partners expanded their work on innovation, talent, and business development.
- Public infrastructure delivery accelerated, including Link Bus Rapid Transit, and the 6th Street Bridge, Neighborhood Safety & Riverfront Improvements Project.



The Framework Guiding DMC's Next Phase

1

Accelerate Health Innovation

Anchored by Mayo Clinic and strengthened through partnerships with DEED, Medical Alley, Greater MSP, the University of Minnesota, BioLabs Rochester and others, the plan advances innovation by prioritizing:

- Shared R&D infrastructure
- Startup and commercialization support
- Tech and biotech cluster growth
- Talent pipelines linked to statewide institutions

This positions Minnesota as a global competitor in med-tech, bio-innovation, AI-enabled care, and digital health—industries that employ Minnesotans from every region.

2

Design for Well-Being

A tailored approach to Rochester's built environment that integrates:

- Mobility and transit (Link BRT and safe multimodal corridors)
- High-quality public spaces (Heart of the City, Discovery Walk, Soldiers Memorial Field)
- Housing access and neighborhood connections
- Resilience, safety, and public health
- World-class streets, parks, and amenities

This is one way Rochester lives its identity as **America's City for Health.**

3

Drive Purposeful Growth

Ensures predictable, aligned, sustainable development through:

- Sequenced public infrastructure
- Coordinated capital planning with Mayo Clinic's Bold. Forward. Unbound. in Rochester
- Workforce and housing strategies
- Market-facing clarity for developers and employers
- Strong governance and transparent financial management

Purposeful growth keeps Rochester competitive and stable, reinforcing the State's investment.

Why This Matters for Minnesota—Not Just Rochester

The updated plan makes explicit what has become increasingly clear:
Rochester's growth is a statewide asset.



Statewide Economic Return

The independent analysis prepared as part of the update shows that DMC has generated more than $1.6 billion in estimated new net tax revenue, much of it accruing to the State of Minnesota. This is not because of run-of-the mill economic activity—it is because DMC amplified an asset that exists only in Minnesota, and only in Rochester.

Statewide Workforce Opportunities

Mayo Clinic is Minnesota's largest private employer, with approximately 50,000 Minnesota-based employees. Jobs created through DMC—in health care, research, technology, construction, hospitality, engineering, and small business—draw workers from every region of the state.

Statewide Industry Alignment

Medical Alley, DEED, Greater MSP, the University of Minnesota, and others all engage with DMC because, together, we strengthen industries where Minnesota leads nationally: med-tech, biotech, health care, and digital health.

A Nationally Competitive Platform Minnesota Can Claim

Just as Silicon Valley represents tech and Nashville represents music, the DMC Development Plan positions Rochester as the **capital of an industry**—health innovation—that benefits the entire state.

This is why the updated plan matters to legislators whose constituents may never visit Rochester: **The initiative strengthens Minnesota's economic engine.**

The Development Plan as a Long-Term Commitment

- DMC remains on track to achieve its long-term workforce, investment, tax base, and experience goals
- State investment is generating statewide value
- The performance-based model is working
- Rochester continues to be the global standard-bearer for health and innovation

The updated plan guides DMC capital investment, economic development strategy, innovation initiatives, infrastructure delivery, and statewide partnerships.

Progress of projects identified in the Development Plan.

02

According to the Act, a public infrastructure project must be approved by the DMCC before it is proposed to the City. The DMCC must review the project proposal for consistency with the Development Plan.

Since the adoption of the Development Plan on April 23, 2015, a number of projects have been approved by the DMCC and the City. A map of the DMC Development District and key projects is included as Exhibit A. A summary of major approved projects in the DMC Development District is attached as Exhibit B.

We wish to highlight the progress in 2025 of certain approved projects:

- **2026-2027 Capital Improvement Plan**
- **6th Street Bridge, Neighborhood Safety & Riverfront Improvements Project**
- **Downtown Infrastructure Alignment**
- **Downtown Property Preservation**
- **Mobility**

2026-2027 CAPITAL IMPROVEMENT PLAN (CIP)

In addition to the previously noted projects, the DMCC and City continue to adopt a strategic Capital Improvement Plan (“CIP”). The CIP is intended to support: the completion of prior-approved infrastructure and transit projects, the implementation of successful plans and programs; and the undertaking of new public infrastructure and private development projects. In 2025, the DMCC and City adopted a two-year, rather than annual, budgeting framework, which currently applies to 2026-2027. This capital and operating budget may be amended by the DMCC and City Council as investment opportunities, strategic programs and planning, and capital flows require.



DMC funding remains available to advance previously approved projects, including strategic development, riverfront pre-development, St. Marys Place sub-district public realm, a thermal energy network, multi-modal streets, and implementation of Rochester’s Downtown Task Force recommendations.



The DMC CIP reflects only a portion of the number and type of public and private development projects in the DMC district. Early strategic DMC investments in public infrastructure and commercial and residential projects successfully established Rochester as a destination for investment and development. Additionally, DMC projects continue to benefit from Community Co-design, a process that recruits those most impacted by a project to assist in advocating for underrepresented communities and perspectives. Other projects, which are now proceeding without the need for public DMC support, include workforce and market-rate housing, world-class medical care and research facilities, retail and dining spaces, small business improvements, and more.

In addition to these transformative capital investments, the City and the DMC EDA have successfully secured economic revitalization, sustainability, workforce, and equitable community-building grants, including through DEED's Main Street Economic Revitalization Program, Bloomberg Philanthropies Global Mayors Challenge, and the McKnight Foundation. These grant awards, secured by the DMCC's partners, support and augment the advancement of DMC priorities.

6TH STREET BRIDGE, NEIGHBORHOOD SAFETY & RIVERFRONT IMPROVEMENT PROJECT

The Sixth Street Bridge has long been identified as a key link in DMC's Downtown Waterfront and Connectivity Framework, which envisions continuous access and activation along the Zumbro River corridor.

Once complete, the bridge will:

- Expand access to neighborhoods, riverfront and key destinations
- Provide transportation access with walking and biking infrastructure
- Implement safety improvements to manage traffic and speeding using Complete Streets design
- Improve Zumbro River access while maintaining flood protection
- Connect to Link BRT east terminus

The bridge will feature divided traffic lanes, dedicated non-motorized paths, and underpass trail connections that expand safe river access. Public seating and landscape areas will draw on native plant species to maintain ecological integrity and support habitat for river wildlife.

Key focus areas for 2025–2026 include:

- Flood Protection and Permitting: Coordination with the U.S. Army Corps of Engineers (USACE) and the Federal Emergency Management Agency (FEMA)to ensure floodwall modifications maintain protection while enabling under-bridge trail connections.
- Property Acquisition and Environmental Review: Acquisition activities and NEPA / railroad approvals are underway.
- Public-Realm and Riverfront Design: Refinement of greenspace west of the former dairy site, native plant restoration, and under-bridge trail linkages consistent with community input prioritizing safety and access.
- Aesthetic Engagement: 2025 public sessions addressed bridge architecture, lighting, and landscape design.
- Final plans and Construction: Final plans are anticipated by April 2026, and construction is expected to begin in fall 2026.

The $35.8 million project combines several public infrastructure funding sources, including DMC funds, MnDOT funds, and U.S. DOT funds.

DOWNTOWN INFRASTRUCTURE ALIGNMENT & WAYFINDING

DOWNTOWN INFRASTRUCTURE ALIGNMENT

Mayo Clinic's Bold. Forward. Unbound. in Rochester represents one of the most significant private development efforts in Minnesota's history—a more than $5 billion investment that will transform Mayo's Rochester campus over the next decade. The multi-phase plan includes the replacement of existing facilities, new clinical and logistics buildings, and substantial upgrades to public streets, utilities, and the pedestrian environment.

The Downtown Infrastructure Alignment program coordinates related public improvements within and surrounding the Mayo Clinic campus construction zone, including the adjacent neighborhoods.

Its purpose is to align City and Mayo Clinic capital projects to ensure:

- Continuity of mobility and access for patients, employees, and residents during construction
- High-quality public realm design that reflects DMC standards of experience and accessibility
- Long-term reinvestment in connections between the Mayo Clinic campus, Discovery Walk, and nearby neighborhoods.

In 2025, a vision and design framework was developed, resulting in a set of public realm priorities for downtown and adjacent neighborhoods. With that work completed, the 2026–2027 DMC Capital Improvement Plan allocated approximately $38 million for extraordinary public infrastructure projects adjacent to Bold. Forward. Unbound. in Rochester. This funding is intended, in part, to allow for "dig once" public infrastructure investment strategy, avoiding additional near-and medium-term disruption to residents, businesses, and downtown visitors.

WAYFINDING

The commencement of major construction in the DMC development district, including LINK bus rapid transit and Mayo Clinic's Bold. Forward. Unbound. in Rochester program, will create frequently evolving pedestrian wayfinding circumstances for employees, residents, patients, and visitors. Interim wayfinding assets and strategies are being developed and deployed by the City of Rochester, Mayo Clinic, the DMC Economic Development Agency, the Rochester Downtown Alliance, and others, to ensure that the downtown can be successfully navigated during this period.

The 2026-2027 DMC CIP allocates up to $100,000 per year to interim wayfinding as downtown Rochester absorbs this multi-generational public-private investment.

DOWNTOWN PROPERTY PRESERVATION



The DMC Development Plan “states the preservation of historic landmarks and districts is an important part of a city’s historic fabric … As the DMC implementation process moves forward, we recommend the EDA work with federal agencies, state agencies and local organizations to evolve strategies and programs to incentivize historic preservation [in the] DMC District.” On January 22, 2024, the City established a thirty-two-property, commercial historic district located within the DMC District.

On May 23, 2024, the DMCC approved the allocation funding for public infrastructure projects within the commercial historic district. Since then, more than a dozen properties have been approved by the DMCC resulting in preservation, improvement, adaptive reuse, and substantial private investment.

MOBILITY

Progress continued on the approximately three-mile bus rapid transit project known as “Link BRT.” In 2025, major construction and procurement efforts continued, including the awarding four of five major bid packages; delivery of the initial set of rapid-transit buses; necessary property acquisition and right-of-way improvements; and ongoing communication and construction mitigation strategies to support commerce and visitation along the rapid transit corridor and adjacent service areas. Rapid transit service is expected to commence in late 2027.



Service early in the morning to late at night.

Service every 5 minutes during rush hours & 10 minutes other times.

Fare-free service for all riders.

Fully electric bus fleet with on-route chargers.

Stations with shelter, heating, light, and real-time signage.

03

Actual Costs and Financing Sources

Actual costs and financing sources, including the amount paid under Minnesota Statutes, Section 469.47, and required local contributions of projects completed in the previous two years by the DMCC, City, Olmsted County, and Mayo Clinic.

The Act requires that an annual certification of private investment by Mayo Clinic and other private investors be made to DEED by April 1 of each year, and DEED must certify that $200,000,000 of private investment has been made before any state funding may be paid. This threshold was met and exceeded in 2017. The cumulative total amount of certified Mayo Clinic and other private investments to date is $1,792,869,637.48.

In compliance with Minnesota Statutes Section 469.47, the annual certification of Mayo Clinic and other private investment that was submitted to DEED on March 27, 2025 is attached as Exhibit C. Also, attached as Exhibit D, is the annual certification of City expenditures, which was initially submitted to DEED on March 19, 2025, and subsequently revised on May 28, 2025. DEED conducted its own audit process of the certified expenditures and then approved the expenditures. The DEED certifications are attached as Exhibit E. In addition, we offer the following information:

$85,659,020

- The 2026-2027 combined operating and capital improvements budget for the DMC totals $85,659,020. Of this amount $4,675,660 will be provided by the County from its 0.25% sales tax. The remaining amount is to be provided by the City of Rochester from a variety of City funding sources, including its 0.25% DMC sales tax. Mayo Clinic provides regular in-kind and financial support to the implementation of the DMC initiative. In 2024, this support totaled more than $1.4 million in direct support to the DMC Economic Development Agency.

$208,494,090

- Through December 31, 2025, General State Infrastructure Aid in the amount of $186,078,867 , and State Transit Aid in the amount of $22,415,223, has been received.

$25,500,000

- Through December 31, 2025, Olmsted County has contributed $25,500,000.

$78,665,680

- Actual costs paid by the City from commencement through December 31, 2025 have totaled $78,665,680.65, based on year-end unaudited costs. The funding source was initially City internal borrowing, which is being repaid, along with the costs for new projects and initiatives, by the City's 0.25% DMC sales tax. The City has also issued capital debt for a parking ramp in the district.

04

Estimated Costs and Financing Sources for Projects to be started in the next two years by the DMCC, City, County, and Mayo Clinic

The Development Plan sets forth a framework and examples of projects that may be considered for funding in the next several years. Each project will be approved on an individual basis. See also the report response to statutory elements “2” and “3”.

BOLD. FORWARD. UNBOUND. IN ROCHESTER



Rendering of planned new Mayo Clinic facilities in downtown Rochester

Highlights of the project:

- $5 billion investment
- 2.4 million square feet of new space
- Project complete by 2030
- First buildings open in 2029
- $500 million in sustaining projects



BioLabs

In October 2025, BioLabs Rochester announced a new 16,000-square-foot facility in Two Discovery Square. Developed in collaboration with Mayo Clinic, Destination Medical Center (DMC), the City of Rochester, and Mortenson, with JLL supporting the leasing, and slated to open in late 2026, the Rochester site marks BioLabs' first location in the Midwest and will offer flexible, turnkey lab and office space for early-stage biotech and HealthTech companies. BioLabs Rochester will enable companies to scale efficiently without large upfront investments in lab infrastructure. Startups will gain access to state-of-the-art lab equipment, on-site support services, and a vibrant innovation community. The project is expected to attract global innovators and investors looking to engage with Minnesota's MedTech leadership—centered in Medical Alley, the world's most concentrated cluster of medical device and health innovation companies.



DMC CAPITAL IMPROVEMENT PLAN

	2026	2027	Source
NEW INFRASTRUCTURE PROJECTS			
Downtown Public-Private Infrastructure Investment Alignment	$19,185,500	$19,185,500	STATE DMC AID
Interim Wayfinding-Downtown Construction	$100,000	$100,000	STATE DMC AID
Strategic Development	$3,000,000	$3,000,000	STATE DMC AID
Subtotal:	**$22,285,500**	**$22,285,500**	
PRIOR APPROVED INFRASTRUCTURE PROJECTS			
6th Street Bridge + Connectivity	$2,500.000		STATE DMC AID
Subtotal:	**$2,500,00**		
PRIOR APPROVED TRANSIT PROJECTS			
LINK Bus Rapid Transit	$8,608,226	$17,230,059	COUNTY DMC TRANSIT AID
	$2,456,003		STATE DMC TRANSIT AID
Subtotal:	**$11,064,229**	**$17,230.059**	
OPERATIONS			
DMCC Corporation	$229,566	$230,066	City DMC Aid
DMC EDA	$3,133,864	$3,290,557	City DMC Aid
City DMC Project Management	$1,548,610	$1,631,069	City DMC Aid
City DMC Administration	$100,000	$100,000	City DMC Aid
Subtotal:	**$5,012,040**	**$5,251,692**	
TOTAL:	**$40,861,769**	**$44,767,251**	

05

Debt service schedules for all outstanding obligations of the City for debt issued for projects identified in the plan

$21,265,000

Rochester, Minnesota

General Obligation Tax Increment Revenue Bonds, Series 2017B
(Parking Ramp Project)

DEBT SERVICE SCHEDULE

Date	Principal	Coupon	Interest	Total P+I
02/01/2018	-	-	-	-
08/01/2018	-	-	540,639.84	540,639.84
02/01/2019	550,000.00	5.000%	381,628.13	931,628.13
08/01/2019	-	-	367,878.13	367,878.13
02/01/2020	735,000.00	5.000%	367,878.13	1,102,878.13
08/01/2020	-	-	349,503.13	349,503.13
02/01/2021	775,000.00	5.000%	349,503.13	1,124,503.13
08/01/2021	-	-	330,128.13	330,128.13
02/01/2022	815,000.00	5.000%	330,128.13	1,145,128.13
08/01/2022	-	-	309,753.13	309,753.13
02/01/2023	855,000.00	5.000%	309,753.13	1,164,753.13
08/01/2023	-	-	288,378.13	288,378.13
02/01/2024	895,000.00	5.000%	288,378.13	1,183,378.13
08/01/2024	-	-	266,003.13	266,003.13
02/01/2025	940,000.00	5.000%	266,003.13	1,206,003.13
08/01/2025	-	-	242,503.13	242,503.13
02/01/2026	990,000.00	5.000%	242,503.13	1,232,503.13
08/01/2026	-	-	217,753.13	217,753.13
02/01/2027	1,035,000.00	5.000%	217,753.13	1,252,753.13
08/01/2027	-	-	191,878.13	191,878.13
02/01/2028	1,090,000.00	2.000%	191,878.13	1,281,878.13
08/01/2028	-	-	180,978.13	180,978.13
02/01/2029	1,110,000.00	2.250%	180,978.13	1,290,978.13
08/01/2029	-	-	168,490.63	168,490.63
02/01/2030	1,135,000.00	3.000%	168,490.63	1,303,490.63
08/01/2030	-	-	151,465.63	151,465.63
02/01/2031	1,170,000.00	2.750%	151,465.63	1,321,465.63
08/01/2031	-	-	135,378.13	135,378.13
02/01/2032	1,200,000.00	2.750%	135,378.13	1,335,378.13
08/01/2032	-	-	118,878.13	118,878.13
02/01/2033	1,235,000.00	2.875%	118,878.13	1,353,878.13
08/01/2033	-	-	101,125.00	101,125.00
02/01/2034	1,270,000.00	2.875%	101,125.00	1,371,125.00
08/01/2034	-	-	82,868.75	82,868.75
02/01/2035	1,305,000.00	3.000%	82,868.75	1,387,868.75
08/01/2035	-	-	63,293.75	63,293.75
02/01/2036	1,345,000.00	3.000%	63,293.75	1,408,293.75
08/01/2036	-	-	43,118.75	43,118.75
02/01/2037	1,385,000.00	3.000%	43,118.75	1,428,118.75
08/01/2037	-	-	22,343.75	22,343.75
02/01/2038	1,430,000.00	3.125%	22,343.75	1,452,343.75
Total	$21,265,000.00	-	$8,185,705.47	$29,450,705.47

SIGNIFICANT DATES

Dated Date	11/16/2017
Delivery Date	11/16/2017
First Ccoupon Date	8/01/2018

Yield Statistics

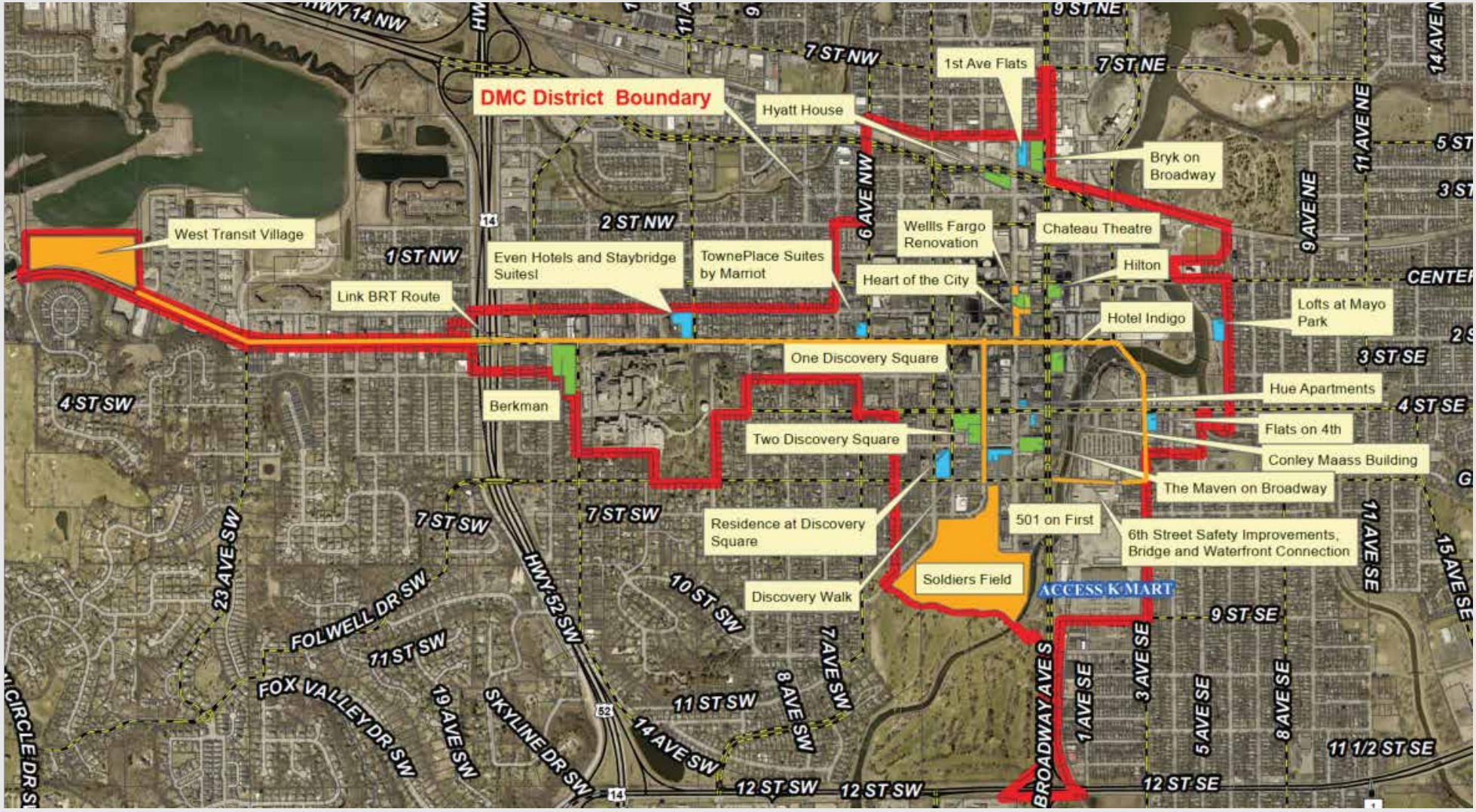
Bond Year Dollars	$254,390.21
AaverageLife	11.963 Years
AaverageCoupon	3.2177754%
Net Interest Cost (NIC)	2.7176241%
True Interest Cost (TIC)	2.6417803%
Bond Yield for Arbitrage Purposes	2.6130470%
All Inclusive Cost (AIC)	2.6889724%

IRS Form 8038

Net Interest Cost	2.6154299%
Weighted Average Maturity	11.612 Years

EXHIBIT A

MAP OF DMC DEVELOPMENT DISTRICT AND KEY PROJECTS


DMC District Boundary
West Transit Village
Link BRT Route
Even Hotels and Staybridge Suites!
TownePlace Suites by Marriot
Hyatt House
1st Ave Flats
Bryk on Broadway
Wellls Fargo Renovation
Chateau Theatre
Heart of the City
Hilton
Lofts at Mayo Park
Hotel Indigo
One Discovery Square
Berkman
Hue Apartments
Two Discovery Square
Flats on 4th
Conley Maass Building
The Maven on Broadway
Residence at Discovery Square
501 on First
6th Street Safety Improvements, Bridge and Waterfront Connection
Discovery Walk
Soldiers Field
ACCESS K-MART
7 ST NW
2 ST NW
1 ST NW
7 ST NE
9 ST NE
6 AVE NW
9 AVE NE
11 AVE NE
3 ST SE
4 ST SE
4 ST SW
7 ST SW
10 ST SW
11 ST SW
12 ST SW
12 ST SE
9 ST SE
11 1/2 ST SE
11 AVE SE
15 AVE SE
23 AVE SW
19 AVE SW
14 AVE SW
8 AVE SW
7 AVE SW
3 AVE SE
5 AVE SE
8 AVE SE
1 AVE SE
BROADWAY AVE S
FOLWELL DR SW
FOX VALLEY DR SW
SKYLINE DR SW
HWY 52 SW
HWY 14 NW





DISCOVERY WALK

Discovery Walk is a four-block linear parkway along 2nd Avenue SW. It connects Annenberg Plaza to Soldiers Field Memorial Park and functions as an extension of the Heart of the City public realm project. Discovery Walk is designed to feel like a park and to promote health, wellness, and innovation by creating a high amenity pedestrian experience while also maintaining flexibility for bike and vehicular access as well as civic events and future development. It also serves as a catalyst for future private development in Discovery Square. Construction was substantially completed in 2024 and, in addition to significant upgrades and upsizing of below-grade sewer and street infrastructure that can accommodate future development, includes a pedestrian ramp, pedestrian lighting art, and a snow melt system.

RIVERFRONT REIMAGINED

Following a City-initiated small area plan study for a portion of the 60+ acre area located southeast of the downtown core on the Zumbro River, the City continues to lead development of this “front door” to the river to a gateway into downtown. In July of 2022, the City adopted a preferred plan to guide the transformation of the redevelopment area to a future mixed-use neighborhood. In August of 2022, the City was awarded a federal RAISE grant in the amount of $19.9 million for the Sixth Street Bridge crossing the Zumbro River. In 2025, DMC worked in collaboration with City staff to select the consultant team and will continue to participate in the planning and development process, focusing on the public realm experience and linkages between this site and the rest of the district.

Additionally, several pre-development capital planning and investment efforts are completed or underway, including: the development of a Request for Proposals for the redevelopment of City-owned Riverfront sites; new public artwork; and the award of a Minnesota Pollution Control Agency (MPCA) grant to support the construction of a new plaza on the Zumbro Riverfront Trail. The project includes a bike node, seating, a bike fix-it station, and a bio-filter area to manage stormwater.



SOLDIERS MEMORIAL FIELD

Soldiers Field contains 150 acres of memorials and active recreation space, including 4,000 feet of riverfront. The northern portion lies within the DMC district and is featured in the DMC Development Plan as an anchor of the Education and Recreation subdistrict. This project also maximizes connections to other key features of the DMC district: Discovery Walk connects the Heart of the City to Soldiers Field and the Sixth Street Bridge will link Soldiers Field to the downtown waterfront area. The public realm improvements within the district feature an aquatics center, with lap pool, bath house, wading pool, and outdoor seating, new basketball courts, adding a trail through the northeast corner of the park, nature play area, community shelter, public restrooms, and new public parking. Construction was completed in 2024 resulting in a record number of visits by community members.



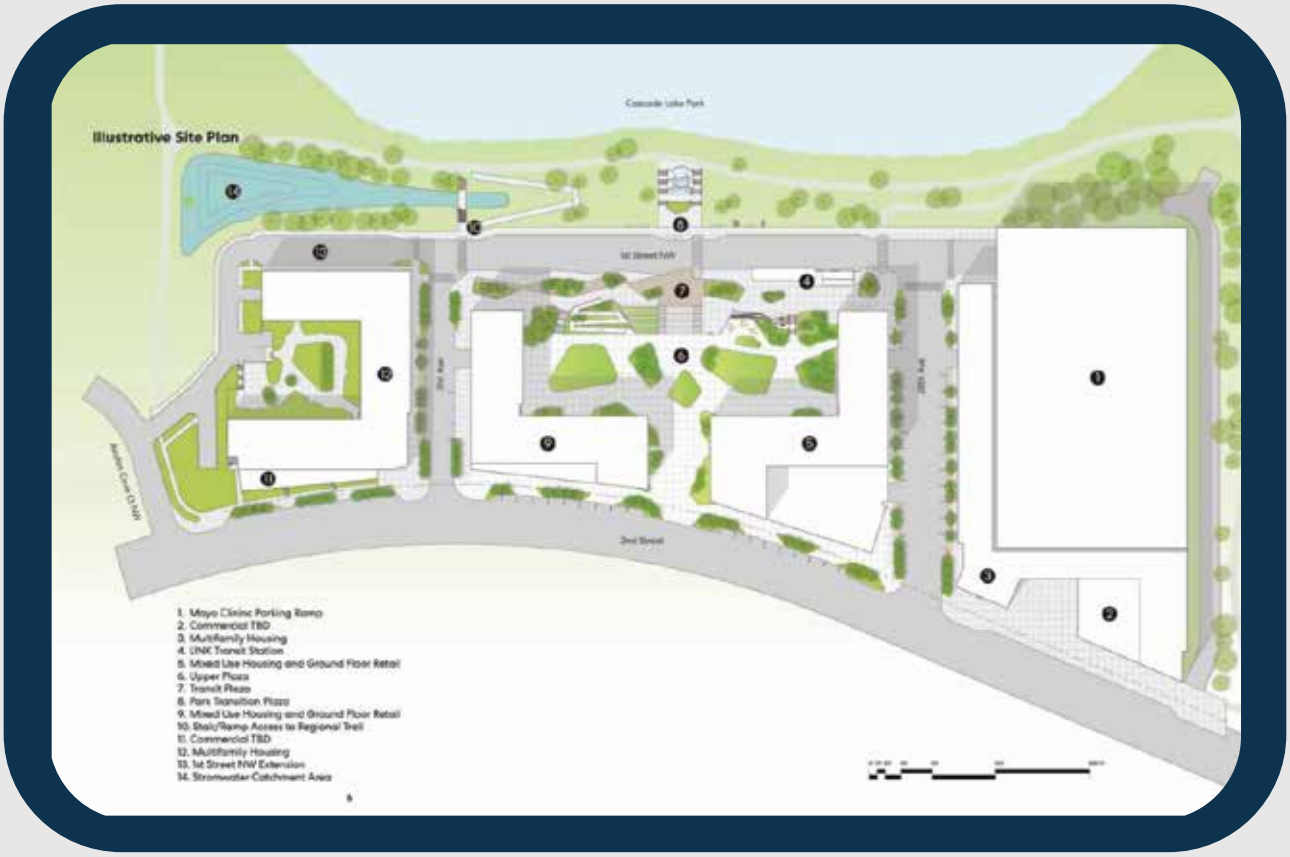








WEST TRANSIT VILLAGE



The West Transit Village is a key element of enabling Link Bus Rapid Transit to function and provide an experience benefiting the DMC vision of Rochester as a world-class destination. A master plan has been developed by the development team in close coordination and partnership with Mayo Clinic, DMC, and the City of Rochester. More than 42 different major site development components are being coordinated between these partners, setting the conditions for comprehensive public and private site development. Currently one major private project, a Mayo Clinic-owned parking ramp, is underway and another, a private senior housing development, is anticipated. Critical infrastructure is expected to be in place by the planned opening of the Link Bus Rapid Transit line in late 2027.

EXHIBIT

B

SUMMARY OF MAJOR PROJECTS



HOTEL INDIGO RENOVATIONS

The Hotel Indigo involved the renovation of an existing 172- room Holiday Inn, located in the “Downtown Waterfront” subdistrict as described in the Development Plan. Approved in 2018, the $42 million redevelopment included the addition of 33,000 square feet to the existing 114,500 square feet and provided approximately 111 construction jobs and 28 new permanent jobs. Opening of the new hotel and restaurant occurred in 2020.



TWO DISCOVERY SQUARE

Located at 209 5th St SW, this expansion of the DMC bio-medical, research, and technology innovation campus is a 125,000 square foot bioscience building. It features tech-forward tenant spaces designed with flexible lab capacity and leading-edge technology. Construction was completed in 2022.



HYATT HOUSE

The Hyatt House project is located in the “Central Station” subdistrict as described in the Development Plan. Approved in 2018, the $44 million project includes an eight-story, 172- room extended-stay hotel, and provided approximately 257 construction jobs while creating 38 permanent jobs.
This project was completed in 2021.



BRYK ON BROADWAY

The Bryk on Broadway is located at 401 Broadway Ave N. It is a mixed-use, mixed-income apartment building consisting of 180 workforce housing apartments, providing rent at varying levels. Construction was completed in 2023.



HILTON MAYO

The Hilton Rochester Mayo Clinic Area (formerly known as the "Broadway at Center" project) is located in the "Downtown Waterfront" subdistrict as described in the Development Plan. Approved in 2015, this 371,000 square foot mixed-use project includes a 264-room hotel, restaurants, retail space, a skyway connection, and a five-level public parking ramp with 540 public spaces and 90 private spaces. The restaurants and hotel opened in 2019.



THE BERKMAN

The Berkman Apartments (formerly known as the "Alatus Project") is located on 2nd Street SW in the "Saint Marys" subdistrict as described in the Development Plan. Approved in 2016, this mixed-use project involved the construction of an approximately 350,000 square foot, thirteen-level commercial and residential complex. It includes 350 market-rate rental units, created an estimated 235 construction jobs and eight permanent jobs, and generated a total of $115 million in private investment. The Berkman was completed in 2020.



ONE DISCOVERY SQUARE

One Discovery Square (formerly known as Discovery Square Phase One) is on First Avenue SW in the "Discovery Square" subdistrict as described in the Development Plan. Approved in 2017, this approximately $35 million bio-science building is a center of innovation and is housing companies whose mission is to accelerate bioscience and technology discoveries to market. The four-story, 89,000 square foot building includes office, and collaborative spaces. As noted above, this project is the first phase of achieving a key component of the Development Plan: providing jobs in the bio-science sector. One Discovery Square was completed in 2019.



WELLS FARGO RENOVATION

This project is a renovation of a 92,000 square foot existing building, located in the "Heart of the City" subdistrict as described in the Development Plan. Approved in 2018, this project is a catalyst for the public realm in the Heart of the City subdistrict and includes connections to the street and pedestrian skyway. The renovation has made approximately 23,000 additional square feet of commercial or office space available. The project created an estimated 30 construction jobs and provided 115 permanent jobs. This project was completed in 2020.



THE MAVEN ON BROADWAY

The Maven on Broadway (formerly known as Urban on First) is located south of 4th Street SW between 1 st Avenue SW and Broadway Avenue and is in the "Discovery Square" subdistrict as described in the Development Plan. Approved in 2017, this approximately $38 million mixed use project includes a six-story building with 156 market rate rental units, parking, and street level commercial and retail space for a total of 238,700 square feet. The Maven on Broadway was completed in 2019.

PROJECTS WITHOUT DMC FUNDING



CONLEY MAASS BUILDING

A renovated historic building featuring a restaurant and space for high-tech companies. The renovation was completed in 2016.

501 ON FIRST

A five-story, mixed-use development consisting of 84 rental apartment units and 21,000 square feet of commercial/retail spaces opened in 2018.

RESIDENCE AT DISCOVERY SQUARE

A six-story, mixed use development consisting of 143 rental apartment units, with 20% of the units affordable to persons at 60% of the area median income, and 15,400 square feet of commercial/retail space opened in 2019.

HUE APARTMENTS

A six-story, mixed use development consisting of 50 rental apartment units and 2,000 square feet of commercial/retail space opened in 2020.

FIRST & BANKS

A seven-story, 219-unit rental apartment developed adjacent to Soldiers Memorial Field opened in 2025.

1ST AVENUE FLATS

A 68-unit affordable housing building, and all of the units are income-restricted to persons at or below 60% of the area median income opened in 2017.

FLATS ON 4TH

A six-story mixed-use development consisting of 92 rental apartment units, with 19 units affordable to persons at 50% of the area median income, and 2,300 square feet of retail space opened in 2018.

TOWNEPLACE SUITES BY MARRIOT

A 110 room hotel with two levels of underground parking opened in 2021.

UNIVERSITY OF MINNESOTA ROCHESTER STUDENT HOUSING

A 400-person-capacity student housing development created via the renovation of a former DoubleTree Hotel opened in 2023.

LOFTS AT MAYO PARK

A five-story, 29-unit market-rate rental apartment project completed in 2017.

EVEN HOTELS AND STAYBRIDGE SUITES

A 246 room dual-branded hotel opened in 2021.

EXHIBIT C

ANNUAL CERTIFICATION OF MAYO CLINIC AND OTHER PRIVATE INVESTMENTS



Private Investments **Mayo Clinic Investments** **Total Investment**

As to private investment certifications, in 2025 we certified a total of $185,501,312 for the year ending December 31, 2024, which includes $176,220,326 in Mayo Clinic investments and $9,280,986 in other private investments. The cumulative total of Mayo Clinic and other private investments through 2024 is $1,792,869,637.

DESTINATION MEDICAL CENTER CORPORATION
201 4th St. SE.
Rochester, Minnesota 55904

March 27, 2025

VIA ELECTRONIC AND U.S. MAIL

Mr. Matt Varilek
Commissioner
Minnesota Department of Employment and Economic Development
Great Northern Building
180 E 5th St Suite 1200
St. Paul, MN 55101

Dear Commissioner Varilek:

On behalf of the Destination Medical Center Corporation ("DMCC") and Mayo Clinic, and pursuant to Minnesota Statutes Section 469.47, subdivision 2, I am pleased to forward the following 2024 certification of expenditures. These expenditures are the investments that have been made by Mayo Clinic and by other private individuals or entities to advance the Destination Medical Center initiative.

1. DMCC Certification: I enclose the DMCC Certification of Expenditures made by an individual or entity, other than Mayo Clinic, for the period ending on December 31, 2024 ("Attachment 1"). The City of Rochester, Minnesota assisted with the compilation of this report. The amount of 2024 investments set forth in this report is $9,280,985.

2. Mayo Clinic Certification: I enclose correspondence and accompanying materials from Natalie Caine, Chief Administrative Officer, Mayo Clinic in Rochester, dated March 18, 2025 ("Attachment 2"). Mayo Clinic is certifying expenditures for the period of January 1, 2024 through December 31, 2024 in the amount of $176,220,326.

3. Summary of Investments: The summary page, entitled "Certification of Expenditures, Destination Medical Center" is enclosed, setting forth total cumulative expenditures through December 31, 2024, in the amount of $1,792,869,637 ("Attachment 3").

I would like to highlight that Mayo Clinic's 2024 investment represents it largest-ever annual investment in destination medical care, education, and research. It is also noteworthy that these private investments, from Mayo Clinic and others, occurred in a challenging environment as to interest rates, construction labor constraints, and inflation, demonstrating the success of this public-private partnership even in the face of these economic headwinds.

Looking ahead, the DMCC is confident that the Destination Medical Center ("DMC") economic development and partnership model will continue to produce the benefits promised to the State of Minnesota and Rochester residents, employees, patients, and visitors when the DMC was launched nearly a decade ago: new jobs, increased investment and development, and a high-quality community experience. Currently, the City of Rochester and the DMC Economic Development Agency are in active discussions with 14 different developers interested in investing in downtown Rochester. The projects under discussion include nearly 900 affordable housing units, 1,200 market-rate housing units, and 200 hotel rooms. Also, in October 2024, the Minnesota Department of Employment and Economic Development ("DEED") reported that the Rochester Metropolitan Statistical Area leads the state in job growth, adding about 7,000 jobs for a year-over-year growth rate of 6.3%. Together, these positive indicators signal that Rochester and the surrounding area will continue to lead Minnesota in economic development. Thank you for your consideration, and please do not hesitate to contact either the DMCC or Mayo Clinic if you need further information. We look forward to continuing to work with the State of Minnesota, City of Rochester, Olmsted County, Mayo Clinic, and our other partners on the DMC initiative.

Sincerely,

Pamela Wheelock
Chair
Destination Medical Center Corporation

Enclosures
cc: Destination Medical Center Corporation Board of Directors
Natalie Caine, Mayo Clinic
Jeremy LaCroix, DEED
Patrick Seeb, DMC Economic Development Agency

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2024 Non-Mayo Clinic Investment in the DMC Development District

Permit Type	Permit Number	Permit Date	Parcel ID	Address	Valuation	Description	Owner	Permit Status	Date
Alteration	R18-0097CB	7/17/2018	77285	808 S Broadway Ave	$302,000	Build-out for casual Mexican restaurant from white box space	Taco JED/Steve Dunn	Finaled	2/21/2024
Alteration	R22-0305CB	8/12/2022	83045	10 E Center Street	$248,484	Expansion of existing private dining area for Benedict's second floor of the Hilton hotel	Legacy Fund I LLC	Finaled	4/8/2024
Alteration	R22-0447CB	12/5/2022	83795	202 SW 4 Street	$800,000	Tenant fit-up of remaining shell space on fourth floor for Rion Health Phase 2	Rion Health	C of O Issued	3/18/2024
Demolition	R22-0017D	8/26/2022	71302	201 SE 9 ST	$403,000	Full Building Demo (K-Mart)	CAMEGARAN LLC	Closed	4/12/2024
Demolition	R22-0018D	8/26/2022	25713	201 SE 9 ST	$24,000	Full Building Demo (K-Mart - Building 4)	CAMEGARAN LLC	Closed	4/12/2024
Demolition	R22-0019D	8/26/2022	18601	201 SE 9 ST	$15,000	Full Building Demo (K-Mart - Building 3)	CAMEGARAN LLC	Closed	4/12/2024
Demolition	R22-0020D	8/26/2022	25252	201 SE 9 ST	$49,000	Full Building Demo (K-Mart - Building 2)	CAMEGARAN LLC	Closed	4/12/2024
Demolition	R22-0021D	8/26/2022	18601	201 SE 9 ST	$35,000	Full Building Demo (K-Mart - Building 1)	CAMEGARAN LLC	Closed	4/12/2024
Demolition	R22-0022D	8/26/2022	25702	201 SE 9 ST	$80,000	Full Building Demo (K-Mart - Building 5)	CAMEGARAN LLC	Closed	4/12/2024
Demolition	R22-0023D	9/9/2022	9432	217 SW 5 AVE	$50,000	Demolition of 2 structures, sewer and water abandonments	TRINITY EVAN LUTHERAN CHURCH U	Closed	4/12/2024
Alteration	R23-0158CB	5/10/2023	17867	215 SW 1st Avenue	$340,400	Tenant fit up of an existing restaurant to new restaurant, 2 levels. Hero Be-Bop	Wellington Square Properties LLC	C of C Issued	2/28/204
Alteration	R23-0202CB	6/8/2023	11576	1111 SW 2 ST	$200,000	Renovation of existing space to accommodate new Anderson Wheelchair retail space	TD BULLDOG INVESTMENTS LLC	Finaled	6/17/2024
Alteration	R23-0262CB	7/18/2023	81707	20 SW 2 AVE	$1,949,272	Fit-up of the existing restaurant space in the Kahler Hotel to a Ruth's Chris Steakhouse	KAH 20 2ND AVENUE LLC	C of C Issued	6/13/2024
Alteration	R23-0301CB	8/15/2023	79892	300 SE 3 AVE, UNIT 201	$100,000	Office renovation for Ironwood Square	IRONWOOD SQUARE ASSOCIATION	C of O Issued	1/18/2024
Alteration	R23-0105MFB	8/30/2023	83687	511 SW 3 AVE	$1,800,000	Buildout on the first floor of the Residence @ Discovery Square building to include twenty new apartment units	Black Swan Real Estate/Nick Stageberg	C of O Issued	7/1/2024
Alteration	R23-0366CB	10/9/2023	11576	1111 SW 2nd Street	$47,866	Re-roof Anderson Wheelchair	Anderson Wheelchair	Finaled	2/5/2024
Alteration	R23-0395CB	10/31/2023	83045	10 East Center Street	$110,000	Expansion of current fitness room into adjacent empty space	Legacy Fund I LLC	Finaled	3/21/2024
Alteration	R23-0152CB	5/4/2023	85691	415 SW 2 Avenue	$420,000	Relocation of 2DS Café into Two Discovery Square		C of O Issued	2/22/2024
Alteration	R24-0362CB	10/22/2024	9274	512 SW 3rd Street	$145,500	Removal of Shingles, install new roof system	First Presbyterian Church of Rochester	Finaled	11/13/2024
Alteration	R24-0370CB	3/8/2024	14306	321 S Boradway Ave	$35,731.50	Remove existing fully adhered EPDM roof with a paver ballasted EPDM roof	JLB Properties LLC	Finaled	6/10/2024
Alteration	R24-0371CB	3/8/2024	14307	323 S Broadway Ave	$35,731.50	Remove existing fully adhered EPDM roof with a paver ballasted EPDM roof	JLB Properties LLC	Finaled	11/22/2024
Alteration	R24-0042CB	2/12/2024	82430	206 S Broadway Ave	$85,000	Turning cubicle areas in to 2 sperate offices	Bloom International Realty LLC	Finaled	5/8/2024
Demolition	R24-0030D	6/3/2024	4984	507 NW 2 ST	$15,000	Demolition of structure. Foundation to be left and filled with dirt.	5th Avenue Rental Partners LLC	Closed	9/23/2024
Demolition	R24-0029D	6/3/2024	4985	503 NW 2 ST	$15,000	Demolition of structure. Foundation to be left and filled with dirt.	5th Avenue Rental Partners LLC	Closed	9/23/2024
Demolition	R24-0031D	6/3/2024	4986	509 NW 2 ST	$15,000	Demolition of structure. Foundation to be left and filled with dirt.	5th Avenue Rental Partners LLC	Closed	9/23/2024
Demolition	R24-0024D	6/3/2024	4987	209 NW 5 AVE	$15,000	Demolition of structure. Foundation to be left and filled with dirt.	5th Avenue Rental Partners LLC	Closed	9/23/2024
Demolition	R24-0027D	6/3/2024	4988	215 NW 5 AVE	$15,000	Demolition of structure. Foundation to be left in place and filled with dirt.	5th Avenue Rental Partners LLC	Closed	9/23/2024
Demolition	R24-0028D	6/3/2024	4989	219 NW 5 AVE	$15,000	Demolition of structure. Foundation to be left in place and filled with dirt.	5th Avenue Rental Partners LLC	Closed	9/23/2024
Demolition	R24-0033D	6/18/2024	4990	512 NW 3 ST	$15,000	Demolition of home structure and garage onsite. Foundation to be left and filled with dirt.	Aaron Horsman	Closed	9/23/2024
Demolition	R24-0032D	6/18/2024	4991	221 NW 5 AVE	$15,000	Demolition of home structure and garage onsite. Foundation to be left and filled with dirt.	Darren Peterson	Closed	9/23/2024
Demolition	R24-0020D	6/3/2024	4993	516 NW 3 ST	$15,000	Demolition of home structure and garage. Foundation to be left and filled with dirt.	6th Avenue Rental Partners LLC	Closed	9/23/2024
Demolition	R24-0022D	6/3/2024	4994	522 NW 3 Street	$15,000	Demolition of home structure and garage. Foundation to be left and filled with dirt.	6th Avenue Rental Partners LLC	Closed	9/24/2024
Demolition	R24-0025D	6/3/2024	4995	210 NW 6 Avenue	$15,000	Demo of home and garage. Foundation to be left and filled with dirt.	6th Avenue Rental Partners LLC	Closed	9/24/2024
Demolition	R24-0019D	9/23/2024	4998	513 NW 2 Street	$15,000	Demolition of structure. Foundation to be left and filled with dirt.	6th Avenue Rental Partners LLC	Closed	9/23/2024
Alteration	R24-0026CB	1/29/2024	17882	150 S Broadway	$725,000	Renovating the old Pescara Restaurant	BGDS Hotel LLC	C of O Issued	9/20/2024
Alteration	R24-0198CB	6/18/2024	17894	155 SW 1 Avenue	$500,000	Renovation of eisting bank to a new bank on the second floor	BGDS Office LLC	Finaled	11/27/2024
Alteration	R24-0142CB	5/6/2024	56916	1125 SW 7 Street	$200,000	Window replacement and structural repairs	Carpenter and Torgerson SSMR LLC	Finaled	9/10/2024
Alteration	R24-0233CB	7/19/2024	81707	20 SW 2 Avenue	$350,000	Interior fit up of existing building	KAH 20 2nd Avenue LLC	C of C Issued	12/10/2024
Alteration	R24-0213CB	6/27/2024	88155	401 N Broadway	$100,000	Fit-up of leased space on the 1st level	Bryk Apartments Rochester LLC	C of O Issued	11/25/2024
					$9,280,985				

MAYO CLINIC

March 18, 2025

Matt Varilek
Commissioner
MN Department of Employment and Economic Development
1st National Bank Building
332 Minnesota Street, Suite E-200
Saint Paul, MN 55101-1351

Dear Commissioner Varilek:

Enclosed is Mayo Clinic's certification of qualified expenditures of the Medical Business Entity for the Destination Medical Center (DMC) initiative from Jan. 1, 2024, to Dec. 31, 2024. The amount of qualified investment is approximately $176.2 million. This represents an over 30% increase from 2023.

In November 2023, Mayo Clinic announced Bold. Forward. Unbound. in Rochester to advance our overall Bold. Forward. strategy to Cure, Connect and Transform healthcare for the benefit of patients everywhere. Bold. Forward. Unbound. in Rochester is a $5 billion investment over six years, the largest in Mayo Clinic's history. In 2024, work began in earnest with the start of major utility and infrastructure work, including expansion of the Prospect Utility Plant, a facility critical to meeting future energy needs with sustainability at its core. In addition to progress on Bold. Forward. Unbound. in Rochester, we also celebrated the "topping-off" of the Andersen Building to meet the increasing demand of patients seeking advanced cancer treatment.

Mayo Clinic continues to make significant investments in our staff. In 2024, we welcomed 13,000 new staff to Mayo Clinic and provided salaries and benefits totaling $10.5 billion. Together, our Mayo Clinic teams cared for patients from every state and 135 countries.

The scale of investment and opportunity in Rochester is unlike anywhere else in the state. We are confident that our investments in the transformation of healthcare and our staff demonstrate Mayo Clinic's deep commitment to our patients, staff and communities. We look forward to maintaining our ongoing DMC partnership with the city of Rochester, Olmsted County and the state of Minnesota.

Sincerely,



Natalie Caine
Chief Administrative Officer – Rochester
Mayo Clinic

Permitted Expenditures from July 1, 2013 to December 31, 2024

Project/Equipment Name	2013 - 2023 Expenditures Reported	Prior Years Expenditures not previously reported	2024 Expenditures	Total Expeditures reported for 2024	Total Spent as of December 31st 2024
Mary Brigh East Expansion	$ 2,065,139.65			$ -	$ 2,065,139.65
Dermatology Remodel	$ 9,123,648.24			$ -	$ 9,123,648.24
Sports Medicine Center	$ 5,666,939.49			$ -	$ 5,666,939.49
2915 Warehouse Infrastructure	$ 693,219.52			$ -	$ 693,219.52
Core 200 SMH Operating Room Renovation	$ 1,411,411.46			$ -	$ 1,411,411.46
Anatomic Pathology Office Remodel	$ 476,041.94			$ -	$ 476,041.94
Psychiatry and Psychology Master Plan, Phase 1A - Generose Main	$ 1,213,985.91			$ -	$ 1,213,985.91
Development Remodel	$ 2,679,274.32			$ -	$ 2,679,274.32
Bed Tower Modernization MB east	$ 44,118,257.74			$ -	$ 44,118,257.74
Domitilla 3 Modernization	$ 7,762,425.78			$ -	$ 7,762,425.78
Remodeling laboratory space on Guggenheim 5.	$ 265,065.75			$ -	$ 265,065.75
Saint Marys Hospital Chiller Addition	$ 4,631,632.46			$ -	$ 4,631,632.46
Institute Hills Chiller Replacement	$ 441,903.16			$ -	$ 441,903.16
Radiation Oncology Room "E" Linear Accelerator Replacement	$ 188,793.94			$ -	$ 188,793.94
DLMP Phlebotomy Remodel	$ 1,615,648.60			$ -	$ 1,615,648.60
Mary Brigh Electrical Upgrades (Phase 3)	$ 2,002,781.62			$ -	$ 2,002,781.62
SDSC Expansion Construction Only	$ 21,500,990.14			$ -	$ 21,500,990.14
Creation of the consolidated freezer and BAP facility at the 2915 Warel	$ 4,006,693.46			$ -	$ 4,006,693.46
Remodeling of multiple laboratories on Guggenheim 8	$ 774,090.58			$ -	$ 774,090.58
Four Operating Rooms Off Core 700	$ 3,082,756.73			$ -	$ 3,082,756.73
Remodeling within the Metabolomics Core on Alfred 5	$ 616,212.48			$ -	$ 616,212.48
Thermo TSQ Triple Quadrapole MS (assets 147506 & 145344)	$ 596,292.00			$ -	$ 596,292.00
Remodeling within Opus 1 to accommodate space for a new CT machir	$ 480,162.90			$ -	$ 480,162.90
Employee and Community Health Southeast Clinic	$ 4,326,200.60			$ -	$ 4,326,200.60
Cardiac Catheterization Procedure Room 103 Remodel - Saint Marys, I	$ 412,584.91			$ -	$ 412,584.91
Gonda 5, 5th PET/CT Installation & Uptake	$ 301,874.69			$ -	$ 301,874.69
Executive, Development and International Program Expansion - Mayo E	$ 1,389,522.23			$ -	$ 1,389,522.23
DOM 3/4 Infrastructure Revisions for Remodeling	$ 2,109,759.78			$ -	$ 2,109,759.78
Clinical Genome Sequencing, Lab Expansion	$ 296,600.82			$ -	$ 296,600.82
Varian Medical Systems (asset 145374)	$ 3,334,879.00			$ -	$ 3,334,879.00
CMCT and Prev. Med. Relocation Gonda 18 to Mayo East 17	$ 358,383.16			$ -	$ 358,383.16
Cancer Center Station Eisenberg 4-3	$ 892,147.20			$ -	$ 892,147.20
CT Simulator I Replacement Charlton S-259, S-261	$ 191,170.81			$ -	$ 191,170.81
CT Scanner - 5yr (Asset 162815)	$ 687,812.80			$ -	$ 687,812.80
Charlton 2 Incremental 3T Body Scanner	$ 749,773.48			$ -	$ 749,773.48
3T Siemens Skyra MRI (assest 166875, 167065-167082)	$ 1,637,261.00			$ -	$ 1,637,261.00
SMC, Mary Brigh Main NH, MR-MCR 1.5T Replacement Scanner	$ 448,573.83			$ -	$ 448,573.83
GE; 1.5T Optima MR450W (assest 165084, 165346-165359)	$ 1,130,292.00			$ -	$ 1,130,292.00
SMC, Mary Brigh Main NH, MR-MCR 1.5T Replacement Scanner	$ 595,824.88			$ -	$ 595,824.88
DISCOVERY MRI Mary Brigh (assets 169437,171643, 171651, 171661	$ 1,513,704.55			$ -	$ 1,513,704.55
Renovation Mary Brigh Main, PACU - Phase 4	$ 2,059,423.01			$ -	$ 2,059,423.01
SMH Mary Brigh East Corridor Relocation	$ 4,918,632.07			$ -	$ 4,918,632.07
Dr. Lee Diamond Reactor Lab Remodel on Med Sci SL	$ 226,408.57			$ -	$ 226,408.57
MR-RO-CN-1-MR/PET installation	$ 781,558.09			$ -	$ 781,558.09
GE; DISCOVERY MR750 PET (Assets 149876, ,150145-150157, 1506	$ 3,698,538.02			$ -	$ 3,698,538.02
CT Scanner Replacements (3L, 3Z & 4J) - somatom - CH 2	$ 561,057.62			$ -	$ 561,057.62
Somatom Force CT (Asset 157628)	$ 1,831,372.00			$ -	$ 1,831,372.00
Linear Acc Replace Rm "C"	$ 185,937.00			$ -	$ 185,937.00
VARATHON MEDICAL; TRUE BEAM (Asset 162800)	$ 2,895,908.00			$ -	$ 2,895,908.00
SIEMENS; CT EDGE (Asset 163463)	$ 856,459.02			$ -	$ 856,459.02
SIEMENS; SOMATOM DEFINITION (Asset 164325)	$ 862,578.20			$ -	$ 862,578.20
Incremental MRI Body Scanner	$ 603,049.87			$ -	$ 603,049.87
SIEMENS; SKYRA 3TMRI (Asset 157191, 157322-157339)	$ 1,859,239.00			$ -	$ 1,859,239.00
GO3 Build 2 CT Bays	$ 656,293.35			$ -	$ 656,293.35
SIEMENS; SOMATOM FORCE CT (Asset 149843)	$ 1,750,000.00			$ -	$ 1,750,000.00
PHILIPS; XPER FD20 (Assets 147302, 147339, 147392)	$ 1,649,213.30			$ -	$ 1,649,213.30
Neurology Renovation, Mayo 8	$ 4,989,615.93			$ -	$ 4,989,615.93
Mayo 8 - Lobby Remodel	$ 1,137,290.91			$ -	$ 1,137,290.91
Vascular OR Core 801 SMH	$ 1,059,949.88			$ -	$ 1,059,949.88
Rad Vascular Imaging Ste 90	$ 144,461.29			$ -	$ 144,461.29
SIEMENS MEDICAL; ARTIS ZEE (Asset 146871,146872)	$ 985,408.00			$ -	$ 985,408.00
CT MBM Incremental Interventional CT	$ 1,268,114.01			$ -	$ 1,268,114.01
SIEMENS; DEFINITION EDGE CT (Asset 148622, 148623)	$ 1,315,697.00			$ -	$ 1,315,697.00
CH N Neuro Scanner CN I-119C	$ 561,796.54			$ -	$ 561,796.54
SIEMENS; PRISMA 3T MRI and Accessories (Asset 157677, 157935-'	$ 2,241,875.00			$ -	$ 2,241,875.00

Permitted Expenditures from July 1, 2013 to December 31, 2024

Project/Equipment Name	2013 - 2023 Expenditures Reported	Prior Years Expenditures not previously reported	2024 Expenditures	Total Expeditures reported for 2024	Total Spent as of December 31st 2024
USPS Building Purchase (Asset 156757, 156758)	$ 2,185,017.25			$ -	$ 2,185,017.25
Land for Ronald McDonald House (Asset 147588, 147589)	$ 1,000,203.16			$ -	$ 1,000,203.16
GE; DISCOVERY 710 PET Scanner (Asset 148389)	$ 2,103,046.58			$ -	$ 2,103,046.58
Fixed Wing Building	$ 533,262.51			$ -	$ 533,262.51
Hematopathology Consolidation, Hilton Building 7th Floor	$ 2,018,886.34			$ -	$ 2,018,886.34
Vacate Ei 7-1/7-2 Dermatology Phototherapy Phototherapy Relocation	$ 439,830.58			$ -	$ 439,830.58
Relocation of Respiratory Care Unit	$ 1,184,489.68			$ -	$ 1,184,489.68
Linen Service Depot-3939 Building	$ 1,882,309.32			$ -	$ 1,882,309.32
Media On Demand Replacement Project	$ 699,440.19			$ -	$ 699,440.19
Temporal Bone Lab remodel (original $600K)	$ 126,259.12			$ -	$ 126,259.12
Dr. Misra Laboratory, Gugg 6	$ 314,232.69			$ -	$ 314,232.69
Lab Remodel Gugg 17 and 18	$ 507,816.33			$ -	$ 507,816.33
Space assignment for Dr. Burns and Dr. Scarisbrick surgery – Guggenl	$ 372,474.03			$ -	$ 372,474.03
Guggenheim 13 Space Remodel	$ 286,997.78			$ -	$ 286,997.78
Charlton Desk R Lobby Remodel	$ 397,223.24			$ -	$ 397,223.24
Jacobson Building Operating Rooms	$ 23,568,520.11			$ -	$ 23,568,520.11
Charlton 1 PET/CT (DRX- 1 Replacement) E-3006	$ 132,948.22			$ -	$ 132,948.22
GE - Discovery PET/CT 710 (Asset 178322)	$ 1,500,726.20			$ -	$ 1,500,726.20
Gastroenterology & Hepatology Renovation	$ 7,362,527.52			$ -	$ 7,362,527.52
Stryker Sales Corporation - Alfred 6 Integration (Assets 180598-180603	$ 1,126,322.95			$ -	$ 1,126,322.95
Philips Fluoroscopy (Assets 181122-181123)	$ 1,335,625.38			$ -	$ 1,335,625.38
7T MRI Scanner	$ 1,916,246.30			$ -	$ 1,916,246.30
SMH Campus Radiology Consolidation	$ 23,568,544.51			$ -	$ 23,568,544.51
Mary Brigh East Tower Additional Floors	$ 17,320,752.84			$ -	$ 17,320,752.84
Eisenberg 7-1 and 7-2	$ 6,312,270.07			$ -	$ 6,312,270.07
Pre Post Expansion on Gonda 2 Gonda 2-467	$ 266,028.69			$ -	$ 266,028.69
Franklin Heating Station Chiller #4 Replacement	$ 2,286,167.61			$ -	$ 2,286,167.61
Mary Brigh 4, Room 106 Heart Rhythm Services Remodeling	$ 538,995.91			$ -	$ 538,995.91
Siemens - Fluoroscopy 106 (Asset 172294)	$ 1,508,299.00			$ -	$ 1,508,299.00
Mary Brigh 4, Room 111 Heart Rhythm for Equipment Replacement	$ 217,834.13			$ -	$ 217,834.13
Siemens - Siemens fluoroscopy room 111 (Asset 179164)	$ 801,942.00			$ -	$ 801,942.00
Charlton North MR-MCR NU 3T Replacement Scanner	$ 354,930.50			$ -	$ 354,930.50
MAGNETOM Prisma 3T (asset 173601)	$ 2,184,842.00			$ -	$ 2,184,842.00
Charlton North MR-MCR NT 1.5 Replacement Scanner	$ 587,509.18			$ -	$ 587,509.18
SIEMENS; 1.5T OPEN 70CM (assets 169436,171642,171650,171652-	$ 1,188,732.00			$ -	$ 1,188,732.00
Research Biplane Angiography System Replacement	$ 78,970.28			$ -	$ 78,970.28
SIEMENS; ARTIS ZEE BIPLANE (asset 165045-165046)	$ 1,158,442.00			$ -	$ 1,158,442.00
41st Street Professional Complex	$ 9,831,862.38			$ -	$ 9,831,862.38
Precision Medicine Initiative	$ 8,392,748.33			$ -	$ 8,392,748.33
Motoman (Asset 184543)	$ 4,031,557.00			$ -	$ 4,031,557.00
Autogen (Assets 175437-175447)	$ 2,023,074.27			$ -	$ 2,023,074.27
Hamilton Star (Assets 171685, 172326)	$ 440,763.20			$ -	$ 440,763.20
Hamilton Bios Freezer (Asset 186447)	$ 5,127,252.84			$ -	$ 5,127,252.84
PerkinElmer Spectrophotometer (Asset 169459)	$ 39,920.00			$ -	$ 39,920.00
Hamilton Robotic Upgrades	$ 45,951.00			$ -	$ 45,951.00
Hamilton Star (Asset 179090)	$ 235,653.10			$ -	$ 235,653.10
Hamilton Tube Handler - REQ# 2027700	$ 34,358.20			$ -	$ 34,358.20
Hamilton Capper/Decapper Motoman Line (Asset 183593)	$ 77,010.00			$ -	$ 77,010.00
Hamilton Star EasyBlood Liquid Handler (Assets 181647-181649)	$ 776,489.90			$ -	$ 776,489.90
Verso M2 - (Asset 179334)	$ 729,256.34			$ -	$ 729,256.34
Hamilton EasyBlood Units (Assets 176522-176524)	$ 721,818.90			$ -	$ 721,818.90
Hamilton Bios PMI #3 (PO 20028966)	$ 4,030,363.09			$ -	$ 4,030,363.09
Hamilton Freezer Bios HL20 (PO 20031301)	$ 2,509,226.94			$ -	$ 2,509,226.94
Mary Brigh East Operating Rooms	$ 727,108.67			$ -	$ 727,108.67
Siemens - Artis Zeeog Card. Thorax (Asset 180570)	$ 1,466,062.00			$ -	$ 1,466,062.00
GE - Discovery IGS 740 (Asset 179172)	$ 1,363,946.45			$ -	$ 1,363,946.45
Gonda 14 Radiographic Room DR Conversion E15-3011 RAD-MCR-G(	$ 112,034.00			$ -	$ 112,034.00
Gonda 14-158 Duo DR Replacement, E15-3014 RAD-MCR-GO14-158	$ 154,034.23			$ -	$ 154,034.23
West Pre/Post Remodel, Mary Brigh Main	$ 2,022,954.79			$ -	$ 2,022,954.79
Radiology - Charlton 1, VG6 Replacement E15-3003	$ 138,704.91			$ -	$ 138,704.91
GE; DISCOVERY 670 PRO	$ 948,408.45			$ -	$ 948,408.45
Cardiovascular Diseases Patient Appointment Coordinator	$ 200,409.53			$ -	$ 200,409.53
Reproductive Endocrinology and Infertility Relocation	$ 2,378,634.23			$ -	$ 2,378,634.23
Remodel Mary Brigh 6 to increase Medical ICU capacity	$ 1,954,174.55			$ -	$ 1,954,174.55
Mayo Building – Substation MA-E-5 Replacement	$ 612,251.93			$ -	$ 612,251.93

Permitted Expenditures from July 1, 2013 to December 31, 2024

Project/Equipment Name	2013 - 2023 Expenditures Reported	Prior Years Expenditures not previously reported	2024 Expenditures	Total Expeditures reported for 2024	Total Spent as of December 31st 2024
Pharmacokinetics Core Relocation	$ 469,019.61			$ -	$ 469,019.61
Remodel Baldwin 1 for ISP / Baldwin 1 Entry Vestibule Replacement	$ 4,186,165.25			$ -	$ 4,186,165.25
Mycology/TB Expansion Hilton 8	$ 3,256,953.15			$ -	$ 3,256,953.15
CMIL/NIL Relocation and Expansion, Hilton 7	$ 1,511,410.88			$ -	$ 1,511,410.88
Human Cellular Therapy N2 Tank Storage Facility	$ 491,016.90			$ -	$ 491,016.90
Conversion of OR 609 from Hybrid OR to Coventional OR	$ 496,613.67			$ -	$ 496,613.67
Gonda 2 Decontamination Space Remodeling	$ 285,911.99			$ -	$ 285,911.99
Eisenberg AHU S-55 Replacement to Support REI Practice Relocation	$ 803,858.23			$ -	$ 803,858.23
41st Street.	$ 4,892,701.70			$ -	$ 4,892,701.70
Guggenheim 15-02 integration of core facility and laboratory program\	$ 368,357.82			$ -	$ 368,357.82
Aging Center Space Remodel, Guggenheim 7	$ 551,139.89			$ -	$ 551,139.89
Stabile 11 Lab construction - Revzin	$ 314,372.07			$ -	$ 314,372.07
Installation of Open MRI System, Opus 1	$ 590,676.24			$ -	$ 590,676.24
Lab renovation ST 11, CRM recruit, Dr. Quinn Peterson	$ 121,165.35			$ -	$ 121,165.35
Saint Marys Campus Complex Intervention Unit	$ 2,237,613.54			$ -	$ 2,237,613.54
E16-3005 MR MCR-GO3 1.5 MR Scanner #1	$ 1,276,416.38			$ -	$ 1,276,416.38
Siemens - MAGNETOM Aera (Asset 182886; 182863-182881)	$ 1,688,565.00			$ -	$ 1,688,565.00
RMC S-8 AHU Replacement	$ 599,281.36			$ -	$ 599,281.36
SMOP/Radiology Desk	$ 3,571,641.14			$ -	$ 3,571,641.14
Mary Brigh Main SMC Radiology Hybrid Procedural Suite - MR Suite	$ 2,180,505.45			$ -	$ 2,180,505.45
Philips - Ingenia 1.5T Omega HP R5 Q1 (Asset 183632; 183885-18389	$ 1,474,847.09			$ -	$ 1,474,847.09
SMH Bulk Medical Gas Systems Replacement	$ 977,452.73			$ -	$ 977,452.73
Mary Brigh Main WestEntrance Upgrades	$ 1,136,995.31			$ -	$ 1,136,995.31
Neurology EEG/Epilepsy Remodel - DO 2 & JO 2	$ 1,149,596.73			$ -	$ 1,149,596.73
Gugg 13 Remodel	$ 484,303.51			$ -	$ 484,303.51
Plummer Library Renovations Phase 3&4	$ 433,105.21			$ -	$ 433,105.21
Philips Healthcare (Asset 196890)	$ 423,890.40			$ -	$ 423,890.40
Office of Information Security Consolidation	$ 1,117,001.99			$ -	$ 1,117,001.99
Brackenridge Education Room Build out	$ 526,051.76			$ -	$ 526,051.76
USP 800 Haszardous Drug Handling Remodel	$ 1,045,577.42			$ -	$ 1,045,577.42
SMC Chilled Water Distribution Loop	$ 934,150.96			$ -	$ 934,150.96
Joseph Bldg Scope A Centralized Infrastructure	$ 3,276,910.54			$ -	$ 3,276,910.54
RMC S-5 Air Handling Unit Replacement	$ 952,822.05			$ -	$ 952,822.05
Tissue Typing Lab Pre-DNA Extraction Contamination Control	$ 353,779.74			$ -	$ 353,779.74
Retrofitting Med Sci 5 large animal facility; DCM Phase I	$ 637,314.97			$ -	$ 637,314.97
Consolidation/Relocation of Revenue Cycle	$ 2,129,432.35			$ -	$ 2,129,432.35
Gonda 15 Conversation of Family Waiting Room to Pre/Post Space	$ 587,084.72			$ -	$ 587,084.72
GU 5-Chakraborty lab construction, remodel west bay of GU 5	$ 848,596.35			$ -	$ 848,596.35
SMC OR 604,608, and 600 Decontamination Room Remodel, MB 1	$ 1,118,164.67			$ -	$ 1,118,164.67
E-18-3009 NM-MCR-CH1-R-PET/CT DRX2	$ 159,572.79			$ -	$ 159,572.79
SC18-3002 RAD-MCR-MAE4-I-Thoracic Reading Rooms	$ 253,593.73			$ -	$ 253,593.73
Medical Sciences 3 (Dr. A. Pandey and Proteomics Core)	$ 231,534.87			$ -	$ 231,534.87
190234-190235)	$ 13,362.24			$ -	$ 13,362.24
(Asset 192318)	$ 12,000.00			$ -	$ 12,000.00
(Assets 190958-190960, 192300)	$ 1,308,079.83			$ -	$ 1,308,079.83
(Assets 189861,190212,190906,193852)	$ 57,209.39			$ -	$ 57,209.39
190242)	$ 6,893.59			$ -	$ 6,893.59
190249)	$ 18,799.83			$ -	$ 18,799.83
Centralized Distribution of Utilities 41st Street	$ 4,944,173.53			$ -	$ 4,944,173.53
Hilton Substation Replacement	$ 2,479,367.29			$ -	$ 2,479,367.29
E17-3006 CT-MCR-GO3-R-3V Scanner	$ 59,889.05			$ -	$ 59,889.05
Siemens Somation Force (Asset 185457)	$ 1,930,400.00			$ -	$ 1,930,400.00
Psychiatry & Psychology Master Plan Phase II	$ 1,482,321.51			$ -	$ 1,482,321.51
Upgrade of Medium Voltage Switch Center	$ 1,034,828.91			$ -	$ 1,034,828.91
Mary Brigh Kitchen Replacement East Tower Ground Level	$ 1,646,319.22			$ -	$ 1,646,319.22
E16-3010 MCR-DT-I-Incremental Downtown CT Scanner #1	$ 1,726,161.72			$ -	$ 1,726,161.72
Siemens; Somatom Force CT (Asset 188881)	$ 2,084,921.00			$ -	$ 2,084,921.00
E16-3009 RAD-MCR-GO14 Radiographic Room DR Conversion	$ 308,593.62			$ -	$ 308,593.62
Paitent Lifts for Mary Brigh PCU 5C & 5F	$ 829,680.46			$ -	$ 829,680.46
Mary Brigh Shell Space Fit-Up (NICU & PICU)	$ 411,886.88			$ -	$ 411,886.88
Antibody/Protein Immunology & Cinical Immunoassay Lab Relocation	$ 3,644,272.87			$ -	$ 3,644,272.87
Saint Marys Dialysis Unit	$ 3,452,808.69			$ -	$ 3,452,808.69
E17-3005 MR-MCR-MBM-R-MR29 Replacement	$ 780,175.64			$ -	$ 780,175.64
GE; Signa Artist 1.5T (Assets 188037-188049)	$ 990,208.00			$ -	$ 990,208.00
Enhanced Critical Care Expansion	$ 171,586.57			$ -	$ 171,586.57

Permitted Expenditures from July 1, 2013 to December 31, 2024

Project/Equipment Name	2013 - 2023 Expenditures Reported	Prior Years Expenditures not previously reported	2024 Expenditures	Total Expeditures reported for 2024	Total Spent as of December 31st 2024
and V. Lowe, and C-SiG	$ 280,649.20			$ -	$ 280,649.20
Gonda 19 space remodel	$ 267,061.02			$ -	$ 267,061.02
SMC Mary Brigh Surgical Services AHU Replacement	$ 2,047,419.63			$ -	$ 2,047,419.63
Mary Brigh 3rd Floor OR Rooms Fit Out	$ 24,543,539.46			$ -	$ 24,543,539.46
Research PET/CT Charlton 6	$ 2,291,819.29			$ -	$ 2,291,819.29
Biograph Vision 600 (asset 192309)	$ 2,015,000.00			$ -	$ 2,015,000.00
REO Makeup and Export Water Tank	$ 831,767.94			$ -	$ 831,767.94
Global Business Solutions Consolidation	$ 353,569.35			$ -	$ 353,569.35
RST SMC/RMC Visitior Cafeteria	$ 20,786.96			$ -	$ 20,786.96
Mail Order Pharmacy Relocation	$ 7,545,680.99			$ -	$ 7,545,680.99
Pharmacy Automation - Innovation (Asset 195397)	$ 2,722,535.76			$ -	$ 2,722,535.76
Discovery Square	$ 11,282,293.00			$ -	$ 11,282,293.00
SMC Modernization and Growth	$ 138,844,484.02			$ -	$ 138,844,484.02
Sports Medicine Relocaton to DAHLC 4	$ 1,059,766.35			$ -	$ 1,059,766.35
Archives Warehouse Tissue Registry Expansion	$ 6,288,919.63			$ -	$ 6,288,919.63
Redesign of Jacobson Locker Room	$ 186,270.76			$ -	$ 186,270.76
Remodel of GIH Research Space GU 17, Phase 1	$ 1,287,712.21			$ -	$ 1,287,712.21
SMH River Room	$ 861,050.41			$ -	$ 861,050.41
RST E18-3008 MR-MCR-GO3-I-3T MR Scanner	$ 851,472.87			$ -	$ 851,472.87
Discovery MI 25CM (Asset 189900)	$ 2,697,744.00			$ -	$ 2,697,744.00
Radiology Office Space and 3D Lab on Joseph 6	$ 3,470,339.73			$ -	$ 3,470,339.73
SMC Decontamination Remodel Equipment and Replacement	$ 1,285,541.44			$ -	$ 1,285,541.44
RST Impact Lab Expansion CAR-T Cell Initiative	$ 5,741,775.71			$ -	$ 5,741,775.71
0068-18 E18-3021-RAD-MCR-MSH-MMB-R-RAD DR Conversion	$ 413,802.12			$ -	$ 413,802.12
Eisenberg Dumbwaiter Replaceme	$ 2,743,257.67			$ -	$ 2,743,257.67
Administrative Drop In Center	$ 799,099.21			$ -	$ 799,099.21
Dr. Pipe Lab-DiscSq1	$ 849,865.92			$ -	$ 849,865.92
Mayo Clinic Food Service, RMC	$ 531,733.01			$ -	$ 531,733.01
3D Metal Printer for Div of Engineering	$ 720,429.73			$ -	$ 720,429.73
41st Street Complex Employee Cafeteria	$ 5,716,239.14			$ -	$ 5,716,239.14
RMC Eisenberg AHU-S62 Replacement	$ 1,020,508.13			$ -	$ 1,020,508.13
41st St Complex Infrastructure Upgrades- Phase 3	$ 2,050,934.06			$ -	$ 2,050,934.06
Joseph 1 Northwest Local Infrastructure-SMC River Room Expansion	$ 110,586.26			$ -	$ 110,586.26
0050-19 RST Creation of New MED 13 Hospital Service	$ 5,028,032.77			$ -	$ 5,028,032.77
Mayo 11 Remodel	$ 7,283,353.56			$ -	$ 7,283,353.56
RST SMC Sterile Processing Renovations	$ 702,992.55			$ -	$ 702,992.55
Opus MRI install	$ 153,097.45			$ -	$ 153,097.45
3T GE Signa MRI (Assets 200174-200180; 200183)	$ 1,506,529.08			$ -	$ 1,506,529.08
Healthcare Technology Management Expansion at 1937 Building	$ 261,827.59			$ -	$ 261,827.59
RST Practice Optimization Acceleration	$ 240,840.07			$ -	$ 240,840.07
E17-3007 DE-MCR-CT-MBM-I-MP Hybrid Suite Phase 2	$ 1,292,174.34			$ -	$ 1,292,174.34
PHILIPS; AZURION 7 M20 (Asset 192750)	$ 1,259,678.14			$ -	$ 1,259,678.14
Human Cellular Therapy Expansion	$ 2,659,962.29			$ -	$ 2,659,962.29
Revenue cycle consolidation / relocation	$ 3,978,716.31			$ -	$ 3,978,716.31
Subway Refresh Project	$ 20,170,383.84			$ -	$ 20,170,383.84
GE; SIGNA PREMIER 3T (Assets 197210; 197272-197290)	$ 2,635,208.68			$ -	$ 2,635,208.68
Remodel Mayo W15 Lobby and Reception	$ 1,250,873.00			$ -	$ 1,250,873.00
Block 6 Parking Ramp Disco Square	$ 34,009,608.09			$ -	$ 34,009,608.09
Saint Marys Hopsital Shared Procedural/Simulation/Techology	$ 2,217,737.54			$ -	$ 2,217,737.54
RMC Surgical Remodel Phase 2 of 5	$ 17,505,581.42		$ 71,206.14	$ 71,206.14	$ 17,576,787.56
Patient Lift Installations Mary Brigh 6D	$ 515,547.62			$ -	$ 515,547.62
Gonda 9 GIH Endoscopy Remodel	$ 2,119,372.99			$ -	$ 2,119,372.99
E18-3004 CT-MCR-ETM-I-MP-HPS-Phase 3	$ 2,494,978.88			$ -	$ 2,494,978.88
2018 Nurse Call System Replacement	$ 271,831.84			$ -	$ 271,831.84
CV Echo/Stress Consolidation with Renovation on Joseph 4 Infrastructi	$ 4,852,872.81			$ -	$ 4,852,872.81
E19-3007 MR-CMR-NCL-I 3T	$ 714,188.30			$ -	$ 714,188.30
SIEMENS; MAGNETOM VIDA (Assets 203494-203498; 203501)	$ 2,303,782.00			$ -	$ 2,303,782.00
E19-3004 MR-MCR-CNL-R-NP MR Scanner	$ 517,723.41			$ -	$ 517,723.41
GE; SIGNA PREMIER 3T (Assets 206384,207102,207104,207105,207	$ 2,350,807.00			$ -	$ 2,350,807.00
Saint Marys Campus Peace Garden Landscaping	$ 1,414,062.95			$ -	$ 1,414,062.95
EI 07 Eisenberg 7-4 Remodel	$ 2,965,890.17			$ -	$ 2,965,890.17
FF 01 Comprehensive Occupational Recovery and Care Coordinat	$ 1,464,900.83			$ -	$ 1,464,900.83
GE Inpatient Units Safety Updates and Renovation	$ 4,186,184.14			$ -	$ 4,186,184.14
GE 03 Generose 3W and 3E Safety and Renovations	$ 3,624,730.31			$ -	$ 3,624,730.31
GO 12 Center for Aesthetic Medicine and Surgery	$ 1,501,853.35			$ -	$ 1,501,853.35

Permitted Expenditures from July 1, 2013 to December 31, 2024

Project/Equipment Name	2013 - 2023 Expenditures Reported	Prior Years Expenditures not previously reported	2024 Expenditures	Total Expeditures reported for 2024	Total Spent as of December 31st 2024
GO 03 SC19-3003 MR-MCR-GO3-I-Patient Prep Remodel	$ 1,660,015.18			$ -	$ 1,660,015.18
GO 06 Exam Buildout	$ 4,452,955.80			$ -	$ 4,452,955.80
GO Increase in Capacity for Chemo Chairs	$ 2,332,557.63			$ -	$ 2,332,557.63
GO 12 Medivator Redesign	$ 300,845.46			$ -	$ 300,845.46
JO Relocation of Occupants to Consolidate Echo Stress	$ 96,170.24			$ -	$ 96,170.24
MB 01 Frozen Section Laboratory Remodel	$ 3,067,679.01			$ -	$ 3,067,679.01
MB MN SC19-3002 DE-MCR-MBM-R-MP Reading Rooms	$ 657,674.41			$ -	$ 657,674.41
MB Core 500 West OR Renovation - North and South	$ 3,304,053.52			$ -	$ 3,304,053.52
SI 04 Conferencing Center Refurbish	$ 3,386,764.63			$ -	$ 3,386,764.63
E19-3005 CT-MCR-DT#1-I-CT Scanner	$ 631,036.71			$ -	$ 631,036.71
SIEMENS; SOMATOM DEFINITION (Asset 205102)	$ 1,979,199.00			$ -	$ 1,979,199.00
Outpatient Hematology & CAR-T Move to Charlton-Eisenberg	$ 4,258,056.97			$ -	$ 4,258,056.97
E21-3005 VNI-MCR-ETMN-R-Angio Rm 6	$ 101,325.23			$ -	$ 101,325.23
SIEMENS; ARTIS Q (Asset 209373)	$ 921,342.00			$ -	$ 921,342.00
GO 15 Pain Procedure Room Fluoro Equipment Replacement	$ 201,242.61			$ -	$ 201,242.61
JB Shell Space to an Incremental OR	$ 667,800.76			$ -	$ 667,800.76
RST SDSC Office to Lab Conversion	$ 3,629,887.53			$ -	$ 3,629,887.53
OP SL Opus and Kellen Utility	$ 17,237,128.47		$ 2,336,076.45	$ 2,336,076.45	$ 19,573,204.92
Kellen Building	$ 81,358,649.23		$ 16,474,415.17	$ 16,474,415.17	$ 97,833,064.40
General Care Pediatric Unit PI	$ 698,898.94			$ -	$ 698,898.94
E21-3009 Rad-MCR-BA-SL-137-&13	$ 809,292.62			$ -	$ 809,292.62
CH E21-X-CH-R-Varian-Ethos Lin	$ 580,632.11			$ -	$ 580,632.11
CH E20-X-CH-R-Siemens-CT Scann	$ 397,363.12			$ -	$ 397,363.12
DO Domitilla Cart Washer	$ 401,803.49			$ -	$ 401,803.49
EI Expanded Space for Home Dia	$ 165,916.07			$ -	$ 165,916.07
E22-3032 NM-MCR-EI-I-Theranost	$ 2,585,410.70			$ -	$ 2,585,410.70
FF ECH Northwest Clinic Phase	$ 1,022,043.47			$ -	$ 1,022,043.47
FR GT Francis Staff Cafe & By	$ 1,561,994.36			$ -	$ 1,561,994.36
FR 03 Lift Installation Peds E	$ 362,341.50			$ -	$ 362,341.50
GO 10 Remodel Chemo Pharmacy f	$ 552,363.88			$ -	$ 552,363.88
GO Remodel Oncology Team Space	$ 653,195.81			$ -	$ 653,195.81
E22-3004 MR-MCR-GO3-R-NY Repla	$ 1,063,914.65		$ 105,050.96	$ 105,050.96	$ 1,168,965.61
HA 05 Data Center Cooling Equi	$ 710,971.89			$ -	$ 710,971.89
HI 05 CGSL Expansion on Hilton	$ 1,371,642.21			$ -	$ 1,371,642.21
MA 04 Remodel Finish Updates o	$ 1,160,280.73		$ 25,722.30	$ 25,722.30	$ 1,186,003.03
MA 04 Remodel of Instrumentati	$ 267,719.42			$ -	$ 267,719.42
MA 17 International Exam Room	$ 1,110,563.53			$ -	$ 1,110,563.53
E22-3012 CT-MCR-MA3-42W-I-CT S	$ 338,070.40			$ -	$ 338,070.40
MB SMC Core 400 West OR Renova	$ 2,241,314.18			$ -	$ 2,241,314.18
MB Nursing Simulation and Skil	$ 1,830,242.93			$ -	$ 1,830,242.93
MB SMC IORT	$ 448,448.02			$ -	$ 448,448.02
MB Procedure Room Remodel 108	$ 495,331.60			$ -	$ 495,331.60
NT Nassef Tower Kitchen Remode	$ 483,139.41			$ -	$ 483,139.41
Siebens 4 Food Services Server	$ 1,173,299.18			$ -	$ 1,173,299.18
Language Services Space	$ 487,370.93			$ -	$ 487,370.93
Palliative Medicine Outpatient	$ 192,941.62			$ -	$ 192,941.62
Mayo Clinic Blood Donor Progra	$ 813,128.87			$ -	$ 813,128.87
Gonda 6 Echo-Exam, Mayo 6 Core	$ 2,862,089.69		$ 14,960.00	$ 14,960.00	$ 2,877,049.69
Brace Shop Relocation from EI	$ 195,079.60			$ -	$ 195,079.60
Relocation of Loading Dock for	$ 13,163,067.43		$ 180,466.77	$ 180,466.77	$ 13,343,534.20
Utility Tunnel Extension, Pede	$ 14,530,031.46			$ -	$ 14,530,031.46
Mayo Clinic Store - Rochester	$ 1,429,795.76			$ -	$ 1,429,795.76
IHF Infrastructure Phase 1	$ 1,369,012.34		$ 16,043.27	$ 16,043.27	$ 1,385,055.61
GO 15 Incremental Procedure Room	$ 514,885.06			$ -	$ 514,885.06
SDSC Employee Cafeteria	$ 4,919,859.04			$ -	$ 4,919,859.04
Allergy Procedural Area (L-15) Revnovation	$ 910,183.44			$ -	$ 910,183.44
Outpatient Eisenberg Pharmacy Relocation	$ 724,993.73			$ -	$ 724,993.73
CH 01 E19-3008 NM-MCR-CH1-265J-I-PET CT6 and Uptake Space	$ 205,103.94			$ -	$ 205,103.94
GO Food Services Catering Area Remodeling	$ 335,830.01			$ -	$ 335,830.01
HI Deionized Water Distribution	$ 3,088,304.60			$ -	$ 3,088,304.60
Jo Infrastructure 2019 Scope B	$ 1,027,364.71			$ -	$ 1,027,364.71
MB 07 Patient Lift Installation for MB 7BG	$ 552,806.49			$ -	$ 552,806.49
MB Gamma Knife Upgrade	$ 290,258.75			$ -	$ 290,258.75
MB 5D-E CONVERTING TO NICU	$ 2,813,613.24			$ -	$ 2,813,613.24
PP SMC Essential Power Controls	$ 1,770,669.72			$ -	$ 1,770,669.72

Permitted Expenditures from July 1, 2013 to December 31, 2024

Project/Equipment Name	2013 - 2023 Expenditures Reported	Prior Years Expenditures not previously reported	2024 Expenditures	Total Expeditures reported for 2024	Total Spent as of December 31st 2024
Exterior LED Lighting Energy Efficiency Improvement - Expens	$ 547,189.43			$ -	$ 547,189.43
IV Transfusion Specialty Team Space	$ 611,332.26			$ -	$ 611,332.26
NovaSeq	$ 792,850.00			$ -	$ 792,850.00
CT-MCR-MA3-42W-I-CT Scanner and Inj	$ 1,000,000.00			$ -	$ 1,000,000.00
NM-MCR-EI-I-Theranostics Treatment Center- Phase 2 - Equipment	$ 1,248,423.99			$ -	$ 1,248,423.99
RAD-MCR-MA16-R-Siemens Peds Fluoro Rm	$ 499,797.00			$ -	$ 499,797.00
Rapids Food Service	$ 210,072.77			$ -	$ 210,072.77
RAD-MCR-BA-SL-137-&138 R-Rad Rm DR Conv (2)	$ 343,005.00			$ -	$ 343,005.00
Varian	$ 77,000.01			$ -	$ 77,000.01
Mayo Loading Dock Safety and Parking	$ 1,128,693.38		$ -	$ -	$ 1,128,693.38
City Water Connection to IHRF	$ 1,374,908.08		$ 45,235.33	$ 45,235.33	$ 1,420,143.41
RST Francis 4th Tower Remodel	$ 101,433.42		$ 464,708.40	$ 464,708.40	$ 566,141.82
Patient Lift Installation Mary Brigh 5B&G	$ 46,493.08		$ -	$ -	$ 46,493.08
AW Slide Scanning Expansion	$ 205,103.82		$ -	$ -	$ 205,103.82
BA DOE Micro-fabrication and SLS 3D Printer Facility	$ 759,335.47		$ 1,747,800.66	$ 1,747,800.66	$ 2,507,136.13
DA DAHLC Locker Room Renovation	$ 145,765.28		$ 1,456,790.62	$ 1,456,790.62	$ 1,602,555.90
DO DS-4 and DS-6 AHU Replacement	$ 3,517,165.00		$ 1,856,206.95	$ 1,856,206.95	$ 5,373,371.95
EI LO RMC Eisenberg Lobby Coffee Kiosk	$ 310,765.00		$ -	$ -	$ 310,765.00
EI RMC Core 8 Renovations - East	$ 10,936,750.10		$ 7,820,408.96	$ 7,820,408.96	$ 18,757,159.06
FF Air Handler Replacement	$ 1,710,815.92		$ 268,506.92	$ 268,506.92	$ 1,979,322.84
GE DHW DCW Waste and Vent Piping	$ 1,008,762.19		$ 122,254.83	$ 122,254.83	$ 1,131,017.02
GO Return Fans Replacement	$ 2,246,644.39		$ 1,258,051.82	$ 1,258,051.82	$ 3,504,696.21
BI-MCR-GO2-BI MP-Reading Rooms	$ 110,105.73		$ 463,738.15	$ 463,738.15	$ 573,843.88
HA Kitchen Hood and Exhaust System	$ 36,555.44		$ 161,467.91	$ 161,467.91	$ 198,023.35
Harwick Cafeteria Remodel	$ 233,113.19		$ 674,259.56	$ 674,259.56	$ 907,372.75
HI Lab Automation-Digital Microbiology	$ 627,158.89		$ 1,422,773.92	$ 1,422,773.92	$ 2,049,932.81
JB 01 RMC OR 27 Soffit Remova	$ 145,400.51		$ 13,991.98	$ 13,991.98	$ 159,392.49
JB UPS Replacement	$ 11,303.62		$ 136,609.49	$ 136,609.49	$ 147,913.11
MA 05 Finishes Refresh	$ 905,488.04		$ 629,691.75	$ 629,691.75	$ 1,535,179.79
Mayo 11 Office Space Reconfiguration	$ 293,309.10		$ 728,583.03	$ 728,583.03	$ 1,021,892.13
MB 03 Pediatric CV-ICU	$ 3,000,590.47		$ 7,028,277.36	$ 7,028,277.36	$ 10,028,867.83
MB ED Behavioral Health Unit	$ 125,064.72		$ 465,715.69	$ 465,715.69	$ 590,780.41
MB Procedure Room Remodel 107	$ 138,087.19		$ 528,149.17	$ 528,149.17	$ 666,236.36
MB Procedure Room Remodel 112	$ 236,148.80		$ 513,996.53	$ 513,996.53	$ 750,145.33
MB Procedure Room Remodel 110	$ 724,259.50		$ 33,752.23	$ 33,752.23	$ 758,011.73
MB Helipad AFFF Fire Suppression	$ 308,407.26		$ 410,722.50	$ 410,722.50	$ 719,129.76
E22-3014 RAD-MCR-MBM-R-Incr. CT Phase 1	$ 191,963.55		$ 802,388.85	$ 802,388.85	$ 994,352.40
ST 12 Lab Remodel	$ 64,249.70		$ 909,987.92	$ 909,987.92	$ 974,237.62
SDSC Remaining Thin-Walled Sprinkler	$ 276,263.48		$ -	$ -	$ 276,263.48
TN Marvin Security Enhancements	$ 201,998.66		$ 245,251.80	$ 245,251.80	$ 447,250.46
Chilled Water Supply to B201	$ 31,956.26		$ 17,550.73	$ 17,550.73	$ 49,506.99
Proton Therapy Expansion	$ 9,502,610.63		$ 59,857,218.47	$ 59,857,218.47	$ 69,359,829.10
Proton Specific Equipment	$ 13,660,000.00			$ -	$ 13,660,000.00
MB and FR Domestic Water Heater	$ 880,727.13		$ 1,743.95	$ 1,743.95	$ 882,471.08
Outpatient Ambulatory Patient and Visitor	$ 420,889.48		$ 80,672.19	$ 80,672.19	$ 501,561.67
DLMP Master Space Plan Phase 2	$ 15,349,099.28		$ 1,551,091.37	$ 1,551,091.37	$ 16,900,190.65
2021 Annual Elevator Modernization	$ 385,100.09		$ 692,862.16	$ 692,862.16	$ 1,077,962.25
2021 Annual Fire Alarm System	$ 176,196.67		$ 4,508.29	$ 4,508.29	$ 180,704.96
Biomanufacturing Facility	$ 2,561,440.70		$ 8,659,058.92	$ 8,659,058.92	$ 11,220,499.62
E22-3001 DE-MCR-I-Children's Imaging Center	$ 370,432.75		$ 4,889,657.98	$ 4,889,657.98	$ 5,260,090.73
Avaya Gateway Infrastructure	$ 548,410.23		$ 88,697.23	$ 88,697.23	$ 637,107.46
SMC Medical and Lab Vacuum Pump	$ 76,303.26		$ 370,866.14	$ 370,866.14	$ 447,169.40
Magnetoencephalography (MEG)	$ 129,424.10		$ 1,908,528.53	$ 1,908,528.53	$ 2,037,952.63
Communication Closet Security	$ 197,325.75		$ 2,242,524.43	$ 2,242,524.43	$ 2,439,850.18
EI Center Street Kitchen and SMC FR	$ 755,494.47		$ 301,782.36	$ 301,782.36	$ 1,057,276.83
Discovery Walk Snowmelt System	$ 190,796.00		$ 36,926.39	$ 36,926.39	$ 227,722.39
IHF Infrastructure Phase 2	$ 136,106.04		$ 1,193,093.62	$ 1,193,093.62	$ 1,329,199.66
GU HI ST Building Lab Vacuum	$ 28,053.57		$ 465,748.04	$ 465,748.04	$ 493,801.61
2023 Annual Roof Replacement	$ 1,369,502.07		$ 649,975.93	$ 649,975.93	$ 2,019,478.00
2023 Annual Fire Suppression	$ -		$ 1,572,402.21	$ 1,572,402.21	$ 1,572,402.21
Demolition of 2nd Street Hotel	$ 93,720.04		$ 806,174.28	$ 806,174.28	$ 899,894.32
SMC M&G 2B_NICU Expansion on MB 3B			$ 1,293,775.63	$ 1,293,775.63	$ 1,293,775.63
SMC M&G 3E: Renovate MB 5D/E			$ 1,965,959.15	$ 1,965,959.15	$ 1,965,959.15
Office of Access Management Op		$ 19,820.00	$ 702,077.40	$ 721,897.40	$ 721,897.40
SC23-3001 NM-MCR-CH1-I-PET Upt		$ 75,390.00	$ 1,297,417.72	$ 1,372,807.72	$ 1,372,807.72

Permitted Expenditures from July 1, 2013 to December 31, 2024

Project/Equipment Name	2013 - 2023 Expenditures Reported	Prior Years Expenditures not previously reported	2024 Expenditures	Total Expeditures reported for 2024	Total Spent as of December 31st 2024
E23-3010 MR-MCR-CNLO-R-MR41 Replacement			$ 425,349.34	$ 425,349.34	$ 425,349.34
E24-3004 MR-MCR-CNL-R-1.5T (MR28)			$ 92,395.93	$ 92,395.93	$ 92,395.93
EI 80kva UPS Replacement		$ 4,267.45	$ 32,345.09	$ 36,612.54	$ 36,612.54
Eisenberg 5-3, 6-3, 2-4 Install Patient Lifts		$ 22,024.73	$ 33,955.04	$ 55,979.77	$ 55,979.77
Eisenberg 9-3 Install Patient Lifts		$ 16,985.50	$ 157,651.73	$ 174,637.23	$ 174,637.23
RST Incremental PET-MR on Eisenberg Subway			$ 149,066.36	$ 149,066.36	$ 149,066.36
FF 41st Street Campus Exterior		$ -	$ 447,648.94	$ 447,648.94	$ 447,648.94
Psychiatric Emergency Services			$ 409,858.71	$ 409,858.71	$ 409,858.71
GO Automatic Transfer Switch R		$ 629.89	$ 688,894.34	$ 689,524.23	$ 689,524.23
GO Stryker Installation and In		$ 468.75	$ 82,753.41	$ 83,222.16	$ 83,222.16
GO Comprehensive Cancer Center		$ 76,640.05	$ 3,044,090.20	$ 3,120,730.25	$ 3,120,730.25
GO 02 Fixed Fluoroscopy		$ 28,684.19	$ 357,866.45	$ 386,550.64	$ 386,550.64
E24-3010 BI-MCR-GO2-BI-Master Planning US-Tomo Refit			$ 102,936.06	$ 102,936.06	$ 102,936.06
GU 15 Neurology Condo Remodel & Expansion		$ -	$ 263,514.30	$ 263,514.30	$ 263,514.30
GU 07 - 27, 27A, 27B - Remodel		$ 14,591.50	$ 435,277.79	$ 449,869.29	$ 449,869.29
HI Laboratory Equipment Compre		$ 13,965.23	$ 654,978.93	$ 668,944.16	$ 668,944.16
E24-3006 CT-MCR-MA3E-I-CT Scanner, Injector #2, & Reading Rm			$ 72,967.35	$ 72,967.35	$ 72,967.35
MB Procedure Room Remodel 102		$ 15,017.20	$ 731,936.76	$ 746,953.96	$ 746,953.96
MB Procedure Room Remodel 105		$ -	$ 182,496.57	$ 182,496.57	$ 182,496.57
SMC SSSMP (A) - Incremental West Locker Room & Break Room		$ -	$ 1,563,566.70	$ 1,563,566.70	$ 1,563,566.70
RST IONM Workroom Remodel			$ 22,990.76	$ 22,990.76	$ 22,990.76
RST SMC Core 400 Washer & Sterilizer Replacement Project			$ 78,705.60	$ 78,705.60	$ 78,705.60
E24-3001 CT-MCR-MBM-648-I-CT Scanner & Injector			$ 107,195.89	$ 107,195.89	$ 107,195.89
E24-3002 RAD-MCR-MBMN-650-R-DR Rm			$ 117,376.03	$ 117,376.03	$ 117,376.03
ED Lobby, Welcome Area Security Enhancement Project			$ 738,420.64	$ 738,420.64	$ 738,420.64
SI SL Barbara Woodward Lips Pa		$ 97,460.34	$ 911,763.73	$ 1,009,224.07	$ 1,009,224.07
SU Infectious Handling Room Expansion		$ -	$ 416,045.31	$ 416,045.31	$ 416,045.31
Research Pharmacy Move from Br		$ 2,245.00	$ 884,610.52	$ 886,855.52	$ 886,855.52
Security St Marys Campus Staff		$ 6,328.75	$ 556,355.68	$ 562,684.43	$ 562,684.43
2022 Annual Elevator Modernize		$ 36,073.77	$ 757,718.37	$ 793,792.14	$ 793,792.14
Charlton Innovation Suite + Li		$ 101,393.81	$ 2,547,064.74	$ 2,648,458.55	$ 2,648,458.55
LN2 Tank Space Expansion		$ 21,331.25	$ 63,423.15	$ 84,754.40	$ 84,754.40
2023 Annual Elevator Modernization		$ 36,903.18	$ 979,292.38	$ 1,016,195.56	$ 1,016,195.56
2023 Annual Fire Alarm System Replacement		$ 46,960.00	$ 992,795.65	$ 1,039,755.65	$ 1,039,755.65
2023 Annual Restroom Upgrades		$ 23,409.16	$ 724,593.05	$ 748,002.21	$ 748,002.21
Herman Home Reopening		$ 95,842.96	$ 104,860.99	$ 200,703.95	$ 200,703.95
2023 Annual Nurse Call Replacements		$ 4,896.30	$ 1,152,256.65	$ 1,157,152.95	$ 1,157,152.95
Space for Charlton SRS Linac Edge & Northfield TrueBeam		$ 85,305.31	$ 670,089.74	$ 755,395.05	$ 755,395.05
E22-3002 VNI-MCR-I-GO2 VIR-GI			$ 1,863,223.97	$ 1,863,223.97	$ 1,863,223.97
E22-3005 MR-MCR-GO3-I-3T and A		$ 922,616.57	$ 32,105.39	$ 954,721.96	$ 954,721.96
E23-3005 MR-MCR-MBMN-736B-R-3T MR34 Replacement			$ 832,700.85	$ 832,700.85	$ 832,700.85
E23-3001 CT-MCR-DT-I-CT Scanne			$ 1,432,695.25	$ 1,432,695.25	$ 1,432,695.25
Equipment - E22-3005 MR-MCR-GO3-I-3T and A			$ 507,993.07	$ 507,993.07	$ 507,993.07
Equipment -E22-3002 VNI-MCR-I-GO2 VIR-GI			$ 1,707,315.60	$ 1,707,315.60	$ 1,707,315.60
Equipment-E23-3010 MR-MCR-CNLO-R-MR41 Replacement			$ 1,832,644.80	$ 1,832,644.80	$ 1,832,644.80
Equipment - E23-3001 CT-MCR-DT-I-CT Scanne			$ 1,944,960.00	$ 1,944,960.00	$ 1,944,960.00
Equipment - MR-MCR-MBMN-736B-R-3T MR34 Replacement			$ 2,458,751.20	$ 2,458,751.20	$ 2,458,751.20
	$ 1,068,354,719.37	$ 1,769,250.89	$ 174,451,075.52	$ 176,220,326.41	$ 1,244,575,045.78

EXHIBIT D

ANNUAL CERTIFICATION OF CITY EXPENDITURES

CITY OF ROCHESTER'S CERTIFIED EXPENDITURES JUNE 2013 THROUGH DECEMBER 2024



Total Expenditures

Certification of Contributions
City of Rochester
For Calendar Year 2024
Due to Commissioner of Employment and Economic Development (DEED) by April 1

The City of Rochester hereby submits to the Department of Employment and Economic Development (DEED) the following report for Contributions that relate to the Destination Medical Center (DMC) Development for the calendar year 2024, as required by the City of Rochester Commissioner of Employment and Economic Development State Infrastructure Aid Agreement. The city may revise this certification based on audit adjustments prior to June 1.

GENERAL STATE AID

General Aid Contributions Reported this Year

TOTAL Contributions Reported This Year by the City of Rochester[1]		$ 5,861,825.71	1

General State Aid Qualified for this Year (Medical Entity/DMCC match also required)

General State Infrastructure Aid Qualified for (Annual Exp. multiplied by $2.55)		$ 14,947,655.56	2

Cumulative City General Aid Contributions

Cumulative Previous Contributions		$ 67,110,278.47	3
Contributions This Year	From Box 1	$ 5,861,825.71	4
Cumulative Contributions as of 12/31/2024	Add Box 3 and Box 4	$ 72,972,104.18	5
Cumulative State Aid Qualified for as of 12/31/2024		$ 185,968,492.27	6
State GSIA expended this year		$ 14,075,071.91	7

TRANSIT AID

Transit Aid Contributions Reported this Year

Transit Aid Contributions Reported This Year by the City of Rochester[1,2]		$ 4,895,266.94	8

Transit State Aid Qualified for this Year (Medical Entity/DMCC match also required)

State Transit Aid Aid Qualified for	Add Box 8 multiplied by 1.5	$ 7,342,900.41	9

Cumulative City Transit Aid Contributions

Cumulative Previous Contributions		$ 10,048,215.06	10
Contributions This Year (from Box 8)	From Box 8	$ 4,895,266.94	11
Cumulative Contributions as of 12/31/2024		$ 14,943,482.00	12
Cumulative State Aid Qualified for as of 12/31/2024	Add Box 12 multiplied by 1.5	$ 22,415,223.00	13
State Transit Aid expended this year		$ 4,037,196.71	14

By providing my signature below, I am hereby certifying the information stated herein is accurate, true and complies with the provisions of Statute 469.47 of the State of Minnesota and the approved methodology as outlined in the City of Rochester Commissioner of Employment and Economic Development State Infrastructure Aid Agreement.

Mayor, City of Rochester — 5-28-25 — Date

City Administrator, City of Rochester — 5-28-25 — Date

[1] Funds expended need to be after June 30, 2013

[2] Tranist Aid match may come from the City or Olmsted County

EXHIBIT

E

DEED CERTIFICATIONS

EMPLOYMENT AND ECONOMIC DEVELOPMENT

June 16, 2025

Pamela Wheelock, Chair
Destination Medical Center Corporation
201 4th Street SE
Rochester, MN 55904

Dennis Dahlen, Chief Financial Officer
Mayo Clinic
200 First Street SW
Rochester, MN 55905

Dear Ms. Wheelock and Mr. Dahlen:

Thank you for submitting the 2024 Certification of Expenditures for Destination Medical Center (DMC). We are excited to assist with this initiative to make the Mayo Clinic, Rochester, and Minnesota a premier medical destination.

Your certification listed $176,220,326.41 in Mayo Clinic expenditures and $9,280,985.00 in other expenditures. The Mayo Clinic provided DEED with information on all invoices and payments (more than 14,000 entries) to account for their certification amount. You also provided an independent third party report from Ernst & Young LLP stating the law and procedures for certifying expenditures are being followed properly. Additionally, DEED staff reviewed invoices and payments in your certification. We selected 57 expenditures totaling $7,206,790. We selected one expenditure from each of the 47 new projects listed. All invoices for the selected expenditures were on file and payments were made in a timely fashion. DEED staff also confirmed that projects had building permits after June 30, 2013. DEED acknowledges the expenses and payments met guidelines and the internal accounting and auditing system the Mayo Clinic has in place is sufficient.

Additionally, the DMCC and the City of Rochester provided DEED with a list of 39 projects for $9,280,985 in expenditures. DEED randomly selected 10 permits and was provided the permit application, permit, project closeout, and map of projects. From this information, DEED confirmed 10 projects' values, dates, eligibility, and completion. DMCC contracted with Clifton Larson Allen (CLA) to complete a review on its Certification to insure it is correct. CLA issued an opinion that the DMCC certification process was correct.

As required by law, I have determined that the amount of 2024 Destination Medical Center Expenditures are the $185,501,311.41 as you certified. DMC cumulative Expenditures are now $1,792,869,641. As directed by statute, $200 million is subtracted from this amount to provide Qualified Expenditures of $1,592,869,641. Based on this figure and adequate general aid Contributions from the city, I have determined the City of Rochester has qualified for $28,487,678 of General State Infrastructure Aid in 2025. As per state statute, this payment will be made prior to September 1.

Also based on Qualified Expenditures of $1,592,869,641 and Transit Aid Contributions from the city, I have determined the City of Rochester has qualified for $5,650,176 of Transit State Aid in 2025. This payment will be made prior to September 1.

Thank you again for your efforts on this groundbreaking economic development effort.

Regards,

Matt Varilek
Commissioner

CC: Patrick Seeb, Economic Development Agency Executive Director
Brent Svenby, City of Rochester

EMPLOYMENT AND ECONOMIC DEVELOPMENT

June 16, 2025

The Honorable Kim Norton
Mayor, City of Rochester
201 4th Street SE – Room 281
Rochester, MN 55904-3708

Dear Mayor Norton:

Thank you for submitting the 2024 Certification of Contributions for Destination Medical Center (DMC). We are excited to assist with this initiative to make the Mayo Clinic, Rochester, and Minnesota a premier medical destination.

Your revised 2024 Certification listed $5,861,825.71 in city general aid contributions between July 1, 2013 and December 31, 2024. You provided a detailed listing of 802 expenditures. These expenditures consisted of direct DMC expenses paid by the city as well as DMC Corporation and DMC Economic Development Authority expenses paid for by the city. From that list, DEED randomly selected 19 expenses for review. We reviewed invoices, payments and city payroll files for accuracy and eligibility.

Your 2024 Certification also listed $4,895,267 in city transit contributions between July 1, 2013 and December 31, 2024. You provided a detailed listing of 217 expenditures. These expenditures consisted of DMC expenses paid by the city for transit projects. From that list, DEED randomly selected 5 expenses for review. We reviewed invoices, payments and city payroll files for accuracy and eligibility.

Additionally, the city provided DEED with an independent third party report from Clifton Larson Allen stating the law and procedures for certifying contributions are being followed properly.

The amount of your general aid contributions qualifies you for $28,487,678 of general state infrastructure aid and state transit aid of $5,650,176. We will be providing these payments prior to September 1 as mandated by statute.

Thank you again for your efforts on this groundbreaking economic development effort.

Regards,

Matt Varilek
Commissioner

CC: Pamela Wheelock, Chair of Destination Medical Center Corporation
Dennis Dahlen, Chief Financial Officer Mayo Clinic
Patrick Seeb, Economic Development Agency Executive Director

RESOLUTION

2025 Destination Medical Center Annual Report to the State.

BE IT RESOLVED by the Common Council of the City of Rochester that, after due consideration, the Common Council of the City of Rochester, Minnesota, hereby approves of the City/DMCC Joint Report to the State of Minnesota on the Destination Medical Center activities during 2025 and authorizes the release of the report to the required parties as listed in Minnesota State Statutes Sections 469.40 - 469.47.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF

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

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF _____, 2026.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

Public Hearing Participation Guidelines

Public hearings are an opportunity to provide input to the Council about a specific item, action, or project going in front of the Council for approval.

- ✓ For public hearings about various development projects, the applicant (and/or applicant's representative) may present for a total of 10 minutes prior to the start of the public hearing and may provide a rebuttal of up to 5 minutes after the public hearing has closed.
- ✓ The applicant may also answer informational questions from the Council until a motion has been made, after which all external comments end.
- ✓ All public hearing speakers will be limited to 5 minutes each.
- ✓ Public hearing speakers may only speak once during a given public hearing.
- ✓ The public hearing speaker shall provide their name.
- ✓ Groups who have a similar view on the subject matter of the hearing are encouraged to designate a spokesperson. This spokesperson does not receive extra time.
- ✓ A public hearing speaker may yield their remaining time to another. A public hearing speaker who yields their time may not speak again once the allotted 5 minutes are spent.
- ✓ When appropriate, priority will be given to those public hearing speakers who may be immediately impacted by the Council's decision, e.g. neighborhood residents.
- ✓ A timer will be used to manage public hearing speaker times.
- ✓ Currently no virtual participation option is available. If you are unable to attend in-person to provide public comment, or you would prefer to submit your comments through a different medium, the following contact methods are also available:
  - Email the City by Noon on the day of the meeting at the email address publiccomment@rochestermn.gov and your comment will be distributed to the City Council prior to the meeting that day.
  - Fill out a written open comment form in-person at the Council Meeting and give it to the Clerk.
  - Send an open comment In the mail to:

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

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

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

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Zone Change No. CD2025-007ZC by INH Properties

MEETING DATE:
February 2, 2026

ORIGINATING DEPT:
Community Development

AGENDA SECTION:
Public Hearings

PRESENTER:
Ed Caples

Action Requested:

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

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.

At the January 14, 2026, Planning and Zoning Commission Meeting, the Commission recommended by a vote of 7-0 that the Council approve Zone Change No. CD2025-007ZC.

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

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:
Elliot Mohler

Attachments:
Community Development Memo - CD2025-007ZC INH Properties

Development Process - CD2025-007ZC INH Properties

Notification Map - CD2025-007ZC INH Properties

Site Location Map - CD2025-007ZC INH Properties

Applicant Narrative - CD2025-007ZC INH Properties

Massing Exhibit - CD2025-007ZC INH Properties

Zone Change Exhibit - CD2025-007ZC INH Properties

NIM Minutes - CD2025-007ZC INH Properties

Review Comments - CD2025-007ZC INH Properties

Allowed Uses Table - CD2025-007ZC INH Properties

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

ROCHESTER COMMUNITY DEVELOPMENT

City of Rochester, Minnesota
4001 W River Parkway NW, Suite 100
Rochester, MN 55901-7090

Phone: 507-328-2600
Fax: 507-328-2401
Email: CommunityDevelopment@rochestermn.gov

Rochester Planning and Zoning Commission — January 14, 2026

Prepared By: Rochester Community Development Department

Request: Zoning Map Amendment No. CD2025-007ZC, by INH Properties, to change the zoning district designation of approximately 1.2 acres of land from R-2x (Low Density Residential Infill) to R-3 (Medium Density Residential.

Location: The site is located northwest of the intersection of 7th Ave SW and Center St W.

Applicant: INH Properties

Consultant: WSE Massey

PLANNING COMMISSION SUMMARY

Application Type: Zoning Map Amendment

What is Considered: During the Zoning Map Amendment review, the Planning and Zoning Commission and City Council evaluate whether the criteria established in Section 60.500.040E.4 are satisfied. These criteria cover areas such as consistency with the Comprehensive Plan and compatibility with surrounding development and future development.

Site development issues such as architecture, site layout, building orientation, site landscaping, open space, site parking, screening, and the aesthetic character of the development are not criteria for consideration of a Zoning Map Amendment application.

The Development Review Team supports the approval of CD2025-007ZC, as the proposed zoning district will be consistent with the underlying Traditional Core Neighborhood land use designation, Core Principals, and Implementation Strategies of the Comprehensive Plan. The Traditional Core Neighborhood consists of established residential neighborhoods that incorporate a variety of moderate-density housing located near the central development core or major institutions, with small-scale retail and service businesses at locations along non-residential collector or arterial streets. This classification is intended to provide flexibility to allow for a range of housing styles that provide housing opportunities for households at various stages of their life cycle. Some buildings may have both housing units and businesses included.

Approval Body: Rochester City Council

Development Review Team Recommendation: Approval

PROJECT DISCUSSION

The applicant proposes to change 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 underlying land use designation is Traditional Core Neighborhood. The proposed zone change is compatible with the underlying land use. The applicant has requested TIF funds for the project. Community Development teammates are currently working through the process with the developer.

The Unified Development Code 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 project site is located directly west of downtown Rochester and is within walking distance of downtown amenities and employment opportunities and is considered a “Downtown Gateway Neighborhood”. These neighborhoods are immediately adjacent to the downtown business area and consist of a variety of housing and limited small-scale commercial and institutional uses. In these areas, a combination of new and old exists side by side. Additionally, the site is located two blocks north of the future Link Bus Rapid Transit System. The nearest Link station will be located at the intersection of 2nd St SW and 6th Ave SW, approximately a quarter of a mile from the project site.

The uses allowed in both zoning districts are similar in nature, with a focus on residential development of varying scales. The main difference between the two zoning districts for this project relates to the allowable density. In this case, density is limited in the R-2x zoning district, as this district places an 80-foot limit on the maximum length of a building. The R-3 zoning district does not have a maximum building length.

The Development Review Team is recommending approval of the Zoning Map Amendment based on the compatibility of the R-3 zoning district and the underlying Traditional Core Neighborhood land use designation. The property to the west of the project site is considered a protected lot. Any development that occurs, which includes four or more housing units, will trigger the UDC’s neighborhood protection standards. The

applicant is aware that the subject site will be determined as a Regulated Lot with the neighborhood protection standards applied. This is evident in their submitted massing exhibit. This includes a 25-foot setback from the westerly side and north side of the property, a 50-foot setback for any parking areas, and a 100-foot setback to provide a height stepdown. The provided massing exhibit shows compliance with all three. The project is able to work due to the similar height standards for both zoning districts – R-2x has a maximum height of 45 feet, and R-3 has a maximum height of 48 feet.

Table 300.01-1 Allowed Uses Table is included as an attachment to give examples of allowed uses in the R-2x and R-3 districts. R-2x is denoted in orange, and R-3 is denoted in red.

“S” = Staff Approval

“P” = Planning Commission Approval

“C” = City Council Approval

“*” = Reference to Additional Regulations

COMMUNITY DEVELOPMENT REVIEW	
Land Use/ Zoning	The property is currently zoned R-2x (Low-Density Residential Infill). The properties to the north are zoned R-2x. The immediate property to the east is zoned R-2x. The properties further east are zoned R-3 (Medium Density Residential). Even further, the properties are zoned MXD-MED (Mixed-Use Medical). The properties to the south are zoned R-3. The properties to the west are zoned R-2x.
Streets and Access	The subject site will gain access from Center St W.
Grading & Stormwater Management	No earthwork is allowed to occur until a Stormwater Management Plan has been approved and a grading permit issued.
Wetlands/Decorah Edge/Floodplain	No wetlands, Decorah Edge, or Floodplain are present on the project site.
Public Facilities & Utilities	Presently, public facilities (Public Roadways, Sanitary Sewer, Water, and Storm Water Management Facilities) exist to service the site. The site is currently served by an existing septic system. Upon failure of the septic system,

	the property will be required to connect to City sanitary sewer.
Parkland Dedication	No parkland dedication is associated with this application.

ZONE CHANGE MAP AMENDMENT REVIEW

Under the provisions of Section 60.500.40E of the Unified Development Code, the Planning Commission shall recommend for approval and the Council shall approve an application requesting an amendment to the zoning map if the amendment satisfies the following criteria (staff suggested findings are in **bold**):

60.500.040E.4 Criteria for Rezoning Approval

1. The amendment must satisfy all of the following criteria**:**
   - **a.** The permitted uses allowed within the proposed zoning district will be appropriate on the subject property and compatible with adjacent properties and the neighborhood; and

     The uses allowed in the R-3 zoning district are compatible with the existing uses in the area, nearby zoning districts, and underlying land uses. This area is considered a "Downtown Gateway Neighborhood". These neighborhoods are immediately adjacent to the downtown business area and consist of a variety of housing and limited small-scale commercial and institutional uses. The project site is located within a quarter mile of the downtown business district and to a proposed Link Bus Rapid Transit station.

   - **b.** The proposed amendment does not involve spot zoning.

     Per the League of Minnesota Cities, spot zoning is characterized by the rezoning of a small parcel of land that:

     - **Has no supporting rational basis that relates to promoting public welfare; or**
     - **Establishes a use classification inconsistent with surrounding uses and creates an island of nonconforming use within a larger zoned area; or**
     - **Dramatically reduces the value for uses specified in the zoning ordinance of either the rezoned plot or abutting property.**

     The proposed R-3 zone is consistent with the underlying Traditional Core Neighborhood use classification. Based on the above

definition and the purpose of the underlying P2S land use classification, this zone change cannot be considered spot zoning.

2. In addition to the requirements in Section 60.500.040E.4.a.1, the amendment must satisfy at least one of the following criteria:

a. The area, as presently zoned, is inconsistent with the policies and goals of the Comprehensive Plan;

b. The area was originally zoned erroneously due to a technical or administrative error;

c. While both the present and proposed zoning districts are consistent with the Comprehensive Plan, the proposed district better aligns with the policies and goals of the Comprehensive Plan or other adopted City plans or policies, as determined by City Council.

Both zoning districts are compatible with the underlying land use. However, due to the proximity to the employment centers, transit lines, and the overall downtown core, a higher-density housing project is more appropriate. 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.

In the previous three years, City teammates have researched and proposed changes to the zoning map in areas near the downtown core. The proposed change was intended to expand the R-2x zoning district to facilitate infill development near downtown. However, during this time, the Link BRT stations were finalized, and Mayo Clinic announced its Bold. Forward. Unbound. in Rochester initiative. Both projects will transform Rochester's downtown and will facilitate a stronger downtown with frequent transit. To support these efforts, City teammates believe it is beneficial to rezone those areas closer to downtown to slightly higher intensity zoning districts as development demands occur.

d. The area has changed or is changing to such a degree that it is in the public interest to rezone to encourage development or redevelopment of the area consistent with the policies and goals of the Comprehensive Plan; or

e. The area includes lands identified as Decorah Edge and the amendment would provide for beneficial development that maintains typical urban density while preserving habitat and protecting processes that maintain groundwater and quantity.

f. The area includes lands identified on adopted City plans as an important natural or historic resource, and the amendment would provide for beneficial development that would protect those resources.

DEVELOPMENT REVIEW TEAM RECOMMENDATION:

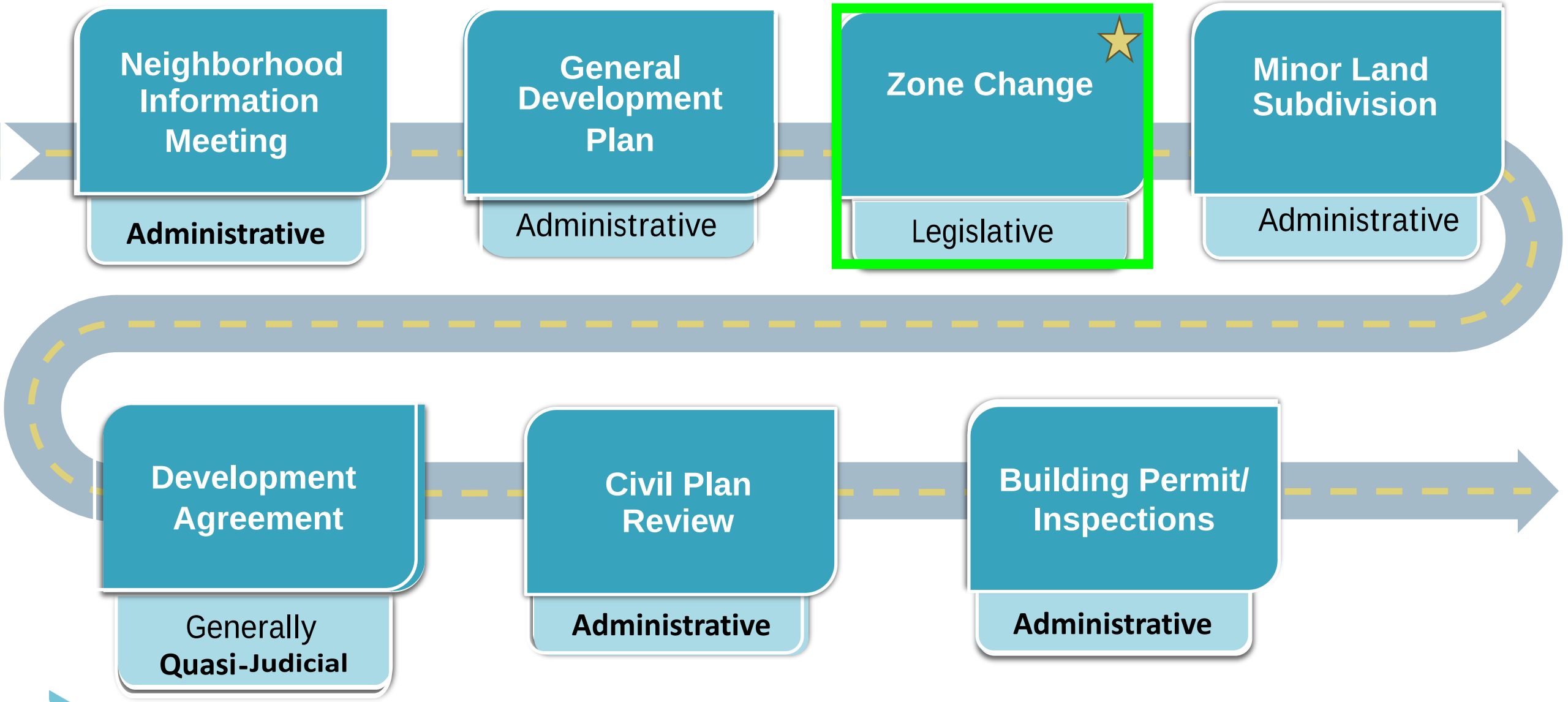
This request was reviewed in accordance with the provisions of Section 60.500.40E.4 for Zone Change Map Amendment.

The Development Review Team recommends <u>APPROVAL,</u> as outlined in the Planning Commission Summary above.

ATTACHMENTS

1. Development Process
2. Notification Map
3. Site Location Map
4. Applicant Narrative
5. Proposed Zoning Exhibit
6. Neighborhood Information Meeting Minutes
7. Review Comments
8. Allowed Uses Table

INH Properties Zone Change

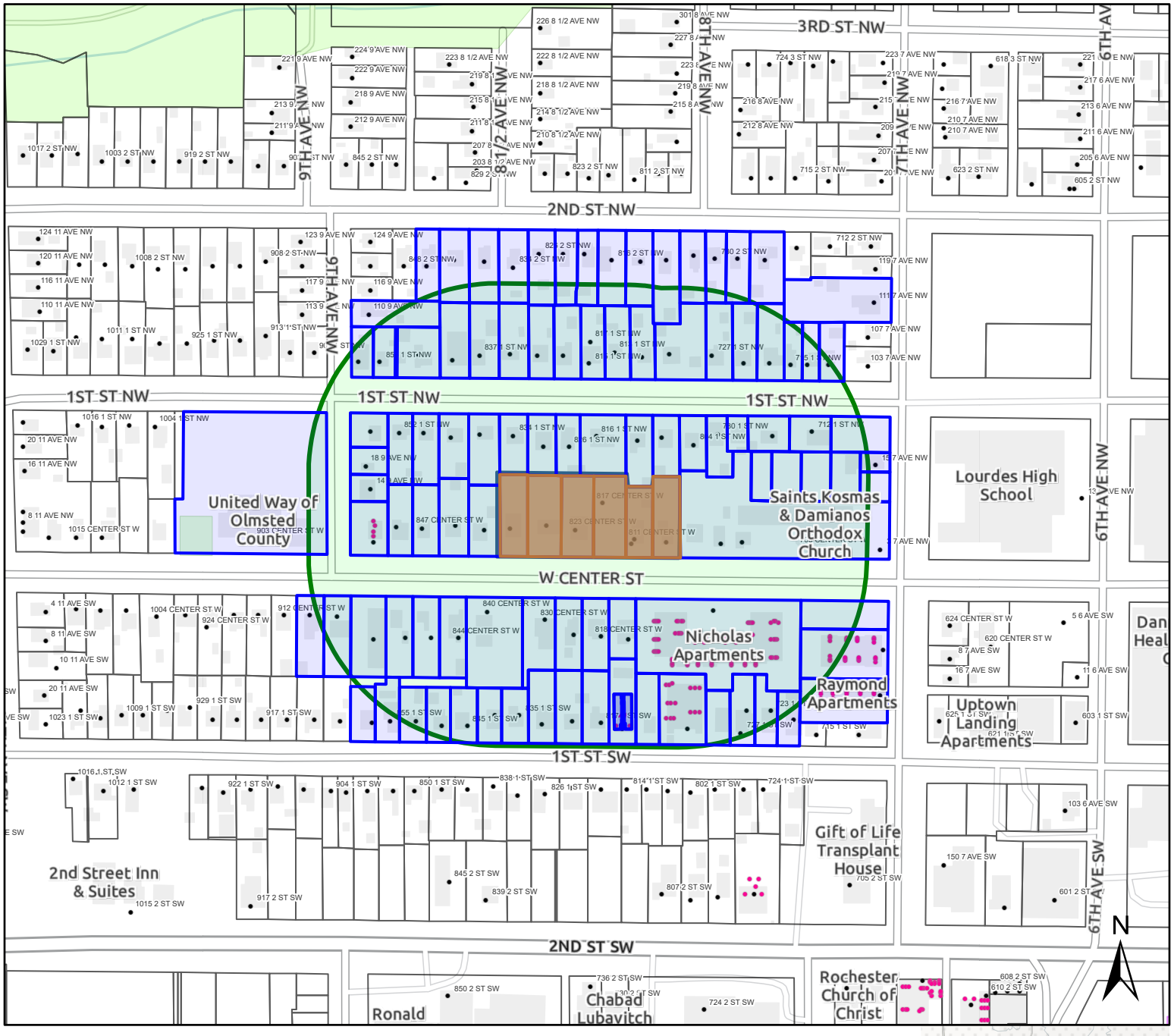


CD2025-007ZC - INH Properties

12/4/2025 Olmsted County Geographic Information Systems

0 0 0 0.1 0.1 mi

Scale: 1:4,514



Site of Interest

Notification Locations

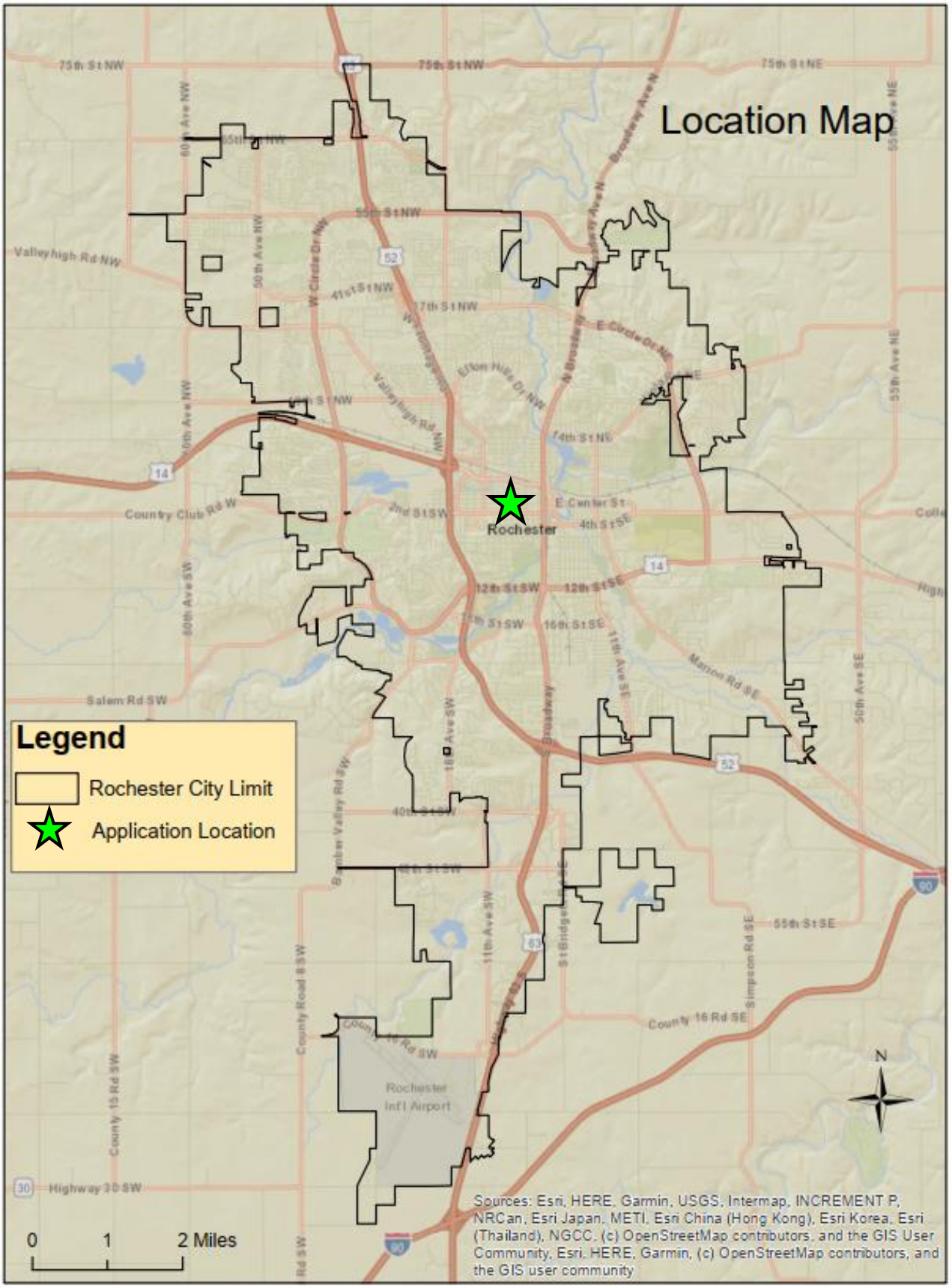
Notification Perimeter

Zone Change #CD2025-007ZC, by INH Properties, to rezone approximately 1.2 acres of land from R2X (Low Density Residential Infill) to R-3 (Medium Density Residential). The site is located northwest of the intersection of 7th Ave SW and W Center Street.
PINs: 005181,005179,005177,005176,005185,005195
Notif Area: 350'
Ward 2, Kutzky Neighbors



OLMSTED COUNTY MINNESOTA

This document is not guaranteed to be 508C. For accessible maps, please contact the author or Olmsted County GIS. Olmsted County is not responsible for omissions or errors contained herein. If discrepancies are found within this map please notify Olmsted County GIS at (507) 328-7100, gissupport@olmstedco
Public Works Service Center 1188 50 St SE, Rochester, MN 55904.
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

717 3RD AVE SE, SUITE 101 ROCHESTER, MN 55904
33B EAST VETERANS MEMORIAL HIGHWAY KASSON, MN 55944

MAILING ADDRESS: PO BOX 100 KASSON, MN 55944

507.634.4505 | WSE.ENGINEERING

26 November 2025

City of Rochester

Community Development

4001 West River Parkway

Rochester, MN 55901 ELECTRONIC DELIVERY

RE: West Center Street Zone Change

Project Narrative

Dear Community Development,

On behalf of the applicant, INH Properties, we are submitting a zone change application from R-2x to R-3 on 6 lots along West Center Street. WSE has prepared the submission materials and all supporting documents in accordance with the Unified Development Code (UDC), UDC checklists, and the predevelopment meeting held with the City of Rochester staff on August 7th, 2025. This cover letter serves as the project narrative and summary of the request. We request the applications be placed on the first available Planning and Zoning Commission agenda.

The project site contains 6 parcels along West Center street currently zoned R-3. The land area is approximately 1.2 acres. The rezoning petition to R-3 will help facilitate the development of the site into a multifamily building. The proposed R-3 zoning is consistent with the Comprehensive plan's land use designation and the use of the adjacent properties. The following materials are being submitted for review and approval of the zone change petition from R-2x to R-3:

1. Cover letter and narrative (this document)
2. Signed Application
3. Rezoning Exhibit
4. Response to Rezoning Approval Criteria
5. Rezoning Checklist
6. Project Massing
7. Neighborhood informational meeting minutes
8. Signed traffic waiver
9. Legal Description (.docx)

All of the fees to City of Rochester will be paid after acceptance of this electronic submittal.

Please contact our team if there are any questions during the review of these applications. We kindly request this application be considered complete and placed on the January 14th Planning Commission Agenda.

Sincerely,

WSE Massey Engineering and Surveying



Ryan Schoenfelder, EIT

Planning and Design

Cc Jim Illies Jr – INH Properties (Applicant)

717 3rd Ave SE, Suite 101
Rochester, MN 55904
507-634-4505

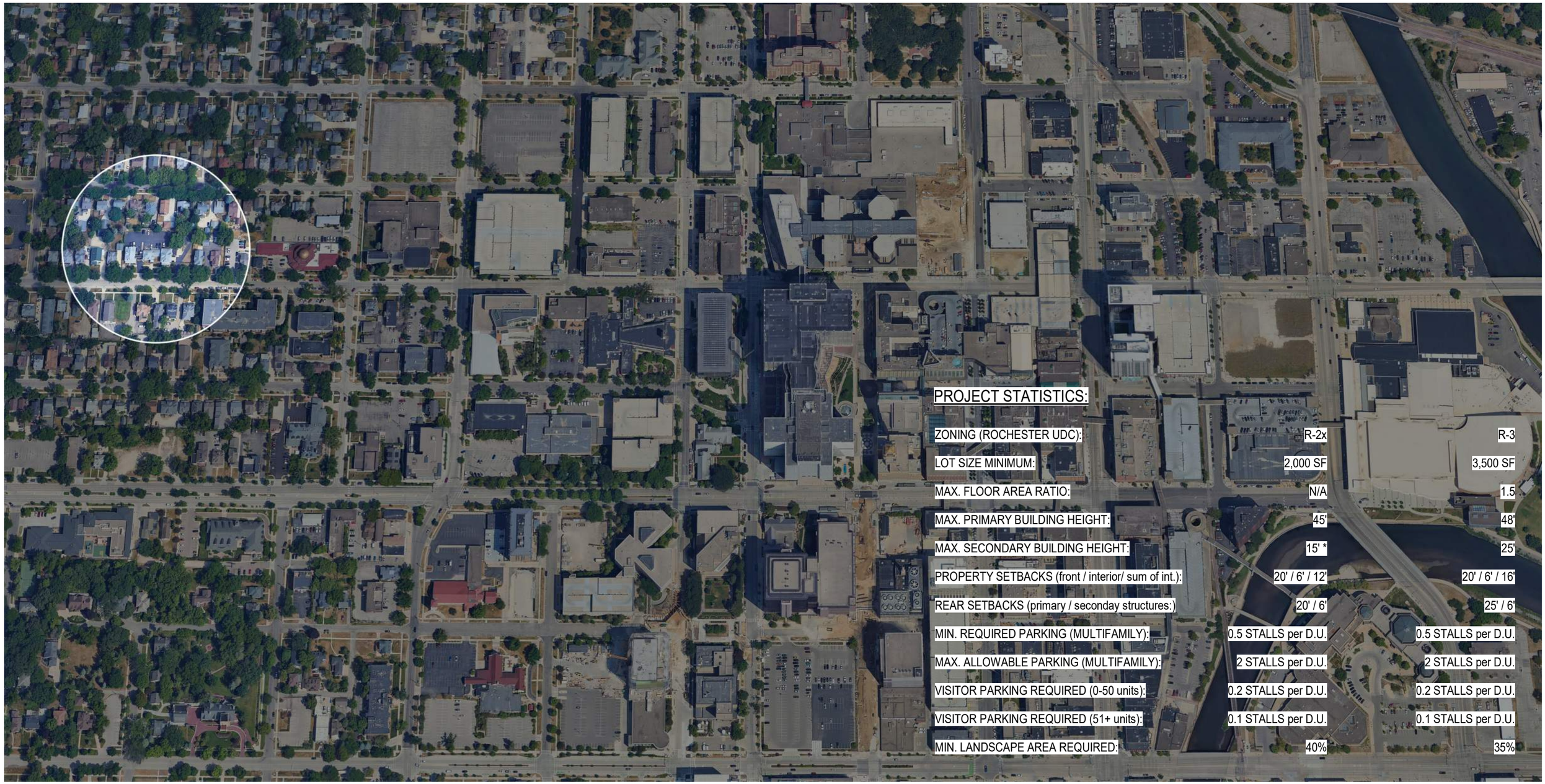
33 B Veterans Memorial Highway E, PO Box 100
Kasson, MN 55944
507-634-4505

WEST CENTER APARTMENTS

PRESENTATION SET

11 / 13/ 2025

CRW
architectu 233
+ design group



PROJECT STATISTICS:

ZONING (ROCHESTER UDC):	R-2x	R-3
LOT SIZE MINIMUM:	2,000 SF	3,500 SF
MAX. FLOOR AREA RATIO:	N/A	1.5
MAX. PRIMARY BUILDING HEIGHT:	45'	48'
MAX. SECONDARY BUILDING HEIGHT:	15' *	25'
PROPERTY SETBACKS (front / interior/ sum of int.):	20' / 6' / 12'	20' / 6' / 16'
REAR SETBACKS (primary / seconday structures:)	20' / 6'	25' / 6'
MIN. REQUIRED PARKING (MULTIFAMILY):	0.5 STALLS per D.U.	0.5 STALLS per D.U.
MAX. ALLOWABLE PARKING (MULTIFAMILY):	2 STALLS per D.U.	2 STALLS per D.U.
VISITOR PARKING REQUIRED (0-50 units):	0.2 STALLS per D.U.	0.2 STALLS per D.U.
VISITOR PARKING REQUIRED (51+ units):	0.1 STALLS per D.U.	0.1 STALLS per D.U.
MIN. LANDSCAPE AREA REQUIRED:	40%	35%

WEST CENTER APARTMENTS

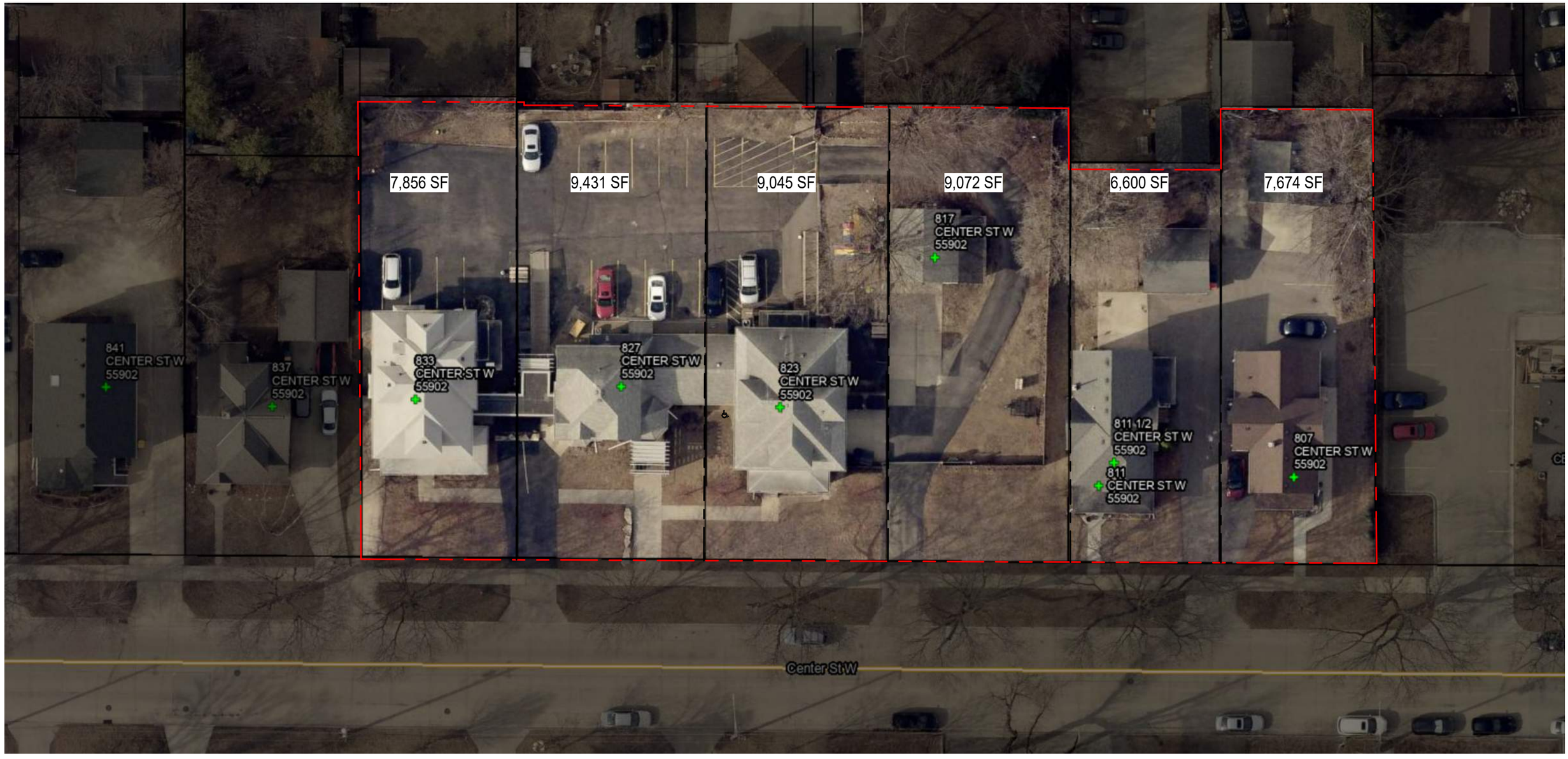
ROCHESTER, MINNESOTA

AP0.01

ZONING INFORMATION

11 / 13/ 2 0 2 5

CRW architectu 234 + design group



1 EXISTING SITE PLAN
1/32" = 1'-0"

WEST CENTER APARTMENTS

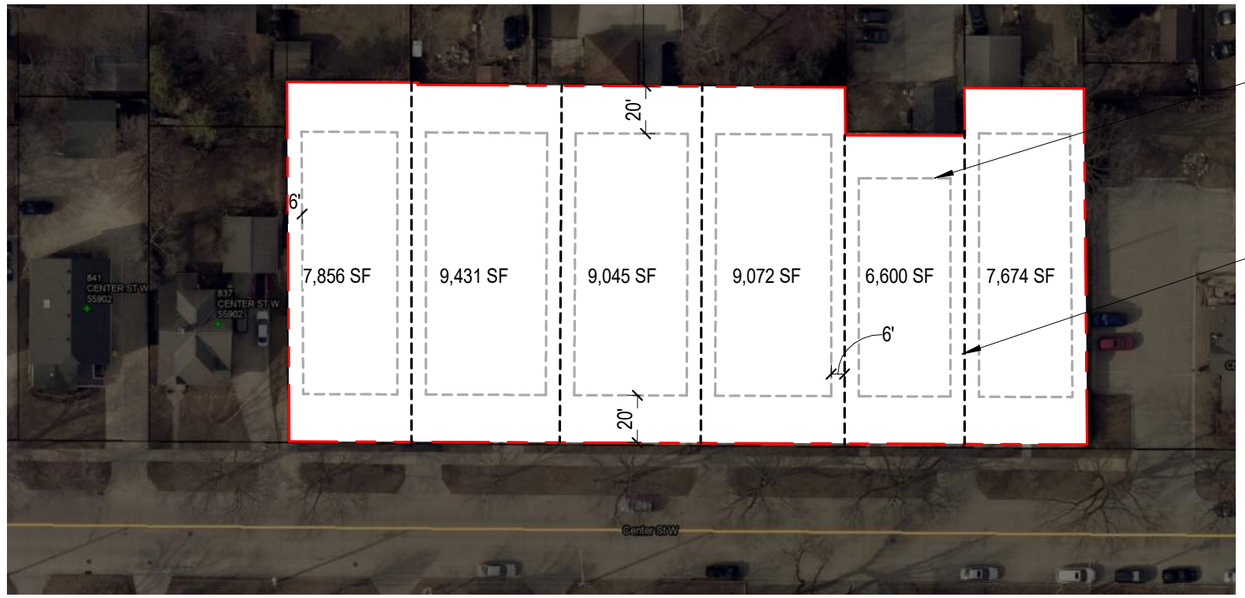
ROCHESTER, MINNESOTA

AP0.02

EXISTING SITE PLAN

11 / 13/ 2025

CRW architectu 235 + design group



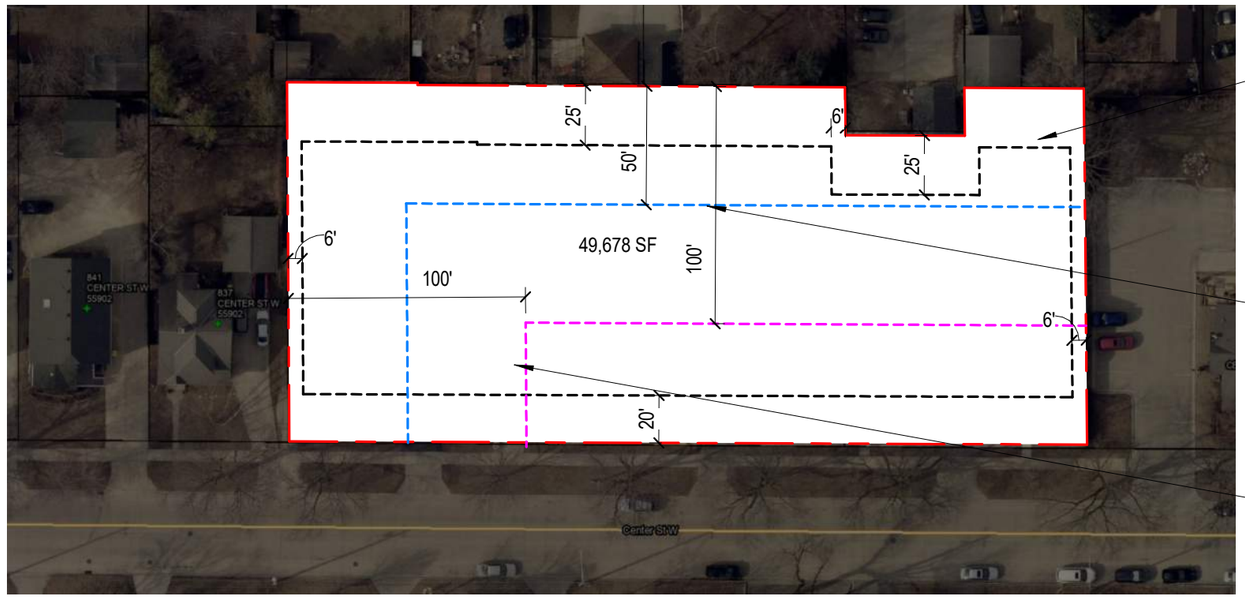
SETBACKS OF INDIVIDUAL LOTS WITH EXISTING R-2x ZONING APPLIED

EXISTING INDIVIDUAL LOTS LINES

1 EXISTING PROPERTIES - R-2x
1/64" = 1'-0"

PROJECT STATISTICS:

ZONING (ROCHESTER UDC):	R-2x
LOT SIZE MINIMUM:	2,000 SF
MAX. FLOOR AREA RATIO:	N/A
MAX. PRIMARY BUILDING HEIGHT:	45'
MAX. SECONDARY BUILDING HEIGHT:	15' *
PROPERTY SETBACKS (front / interior/ sum of int.):	20' / 6' / 12'
REAR SETBACKS (primary / seconday structures:)	20' / 6'
MIN. REQUIRED PARKING (MULTIFAMILY):	0.5 STALLS per D.U.
MAX. ALLOWABLE PARKING (MULTIFAMILY):	2 STALLS per D.U.
VISITOR PARKING REQUIRED (0-50 units):	0.2 STALLS per D.U.
VISITOR PARKING REQUIRED (51+ units):	0.1 STALLS per D.U.
MIN. LANDSCAPE AREA REQUIRED:	40%



SETBACKS OF COMBINED LOTS WITH PROPOSED R-3 ZONING APPLIED

50' NEIGHBORHOOD PROTECTION (CHAPTER 60.400.020F.7 ROCHESTER UDC) SURFACE PARKING & DRIVE-AISLE SETBACK FROM ANY PROPERTY LINES OF AN ADJACENT PROTECTED LOT

100' NEIGHBORHOOD PROTECTION (CHAPTER 60.400 ROCHESTER UDC) DEMARCATION LINE OF BUILDING HEIGHT STEPDOWN ADJACENT TO R-2x ZONED PROPERTY

2 PROPOSED PROPERTY - R-3
1/64" = 1'-0"

PROJECT STATISTICS:

ZONING (ROCHESTER UDC):	R-3
LOT SIZE MINIMUM:	3,500 SF
MAX. FLOOR AREA RATIO:	1.5
MAX. PRIMARY BUILDING HEIGHT:	48'
MAX. SECONDARY BUILDING HEIGHT:	25'
PROPERTY SETBACKS (front / interior/ sum of int.):	20' / 6' / 16'
REAR SETBACKS (primary / seconday structures:)	25' / 6'
MIN. REQUIRED PARKING (MULTIFAMILY):	0.5 STALLS per D.U.
MAX. ALLOWABLE PARKING (MULTIFAMILY):	2 STALLS per D.U.
VISITOR PARKING REQUIRED (0-50 units):	0.2 STALLS per D.U.
VISITOR PARKING REQUIRED (51+ units):	0.1 STALLS per D.U.
MIN. LANDSCAPE AREA REQUIRED:	35%

WEST CENTER APARTMENTS

ROCHESTER, MINNESOTA

AP0.03

PROPOSED LOT UNDER R-2x & R-3

11 / 13/ 2025

CRW architectu 236 + design group

UNIT TOTALS

FLOOR LEVEL	STUDIO	1 BED	1 BED + DEN	2 BED	FLOOR TOTAL
BASEMENT	-	-	-	-	-
GROUND	5	7	4	2	18
2nd FLOOR	9	9	3	3	24
3rd FLOOR	9	9	3	3	24
4th FLOOR	9	9	3	3	24
UNIT TOTALS	33	34	12	11	90
AVG UNIT SIZE	510 SF	627 SF	735 SF	1,182 SF	-

PARKING TOTALS

PARKING LEVEL	COUNT	ADA
BASEMENT LEVEL GARAGE	45	2
SURFACE-LEVEL LOT	14	1
TOTAL PARKING ON SITE	59	3
TOTAL	62	

BUILDING STATISTICS

FLOOR LEVEL	UNITS	RENTABLE AREA	TOTAL AREA	EFFICIENCY
BASEMENT	N/A	N/A	N/A	N/A
GROUND	18	12,399SF	18,182SF	68%
2nd FLOOR	24	16,507SF	19,235SF	85%
3rd FLOOR	24	16,507SF	19,235SF	85%
4th FLOOR	24	16,507SF	19,235SF	85%
TOTAL	90	61,920SF	75,887SF	82%



FUTURE WEST CENTER APARTMENTS

WEST CENTER APARTMENTS

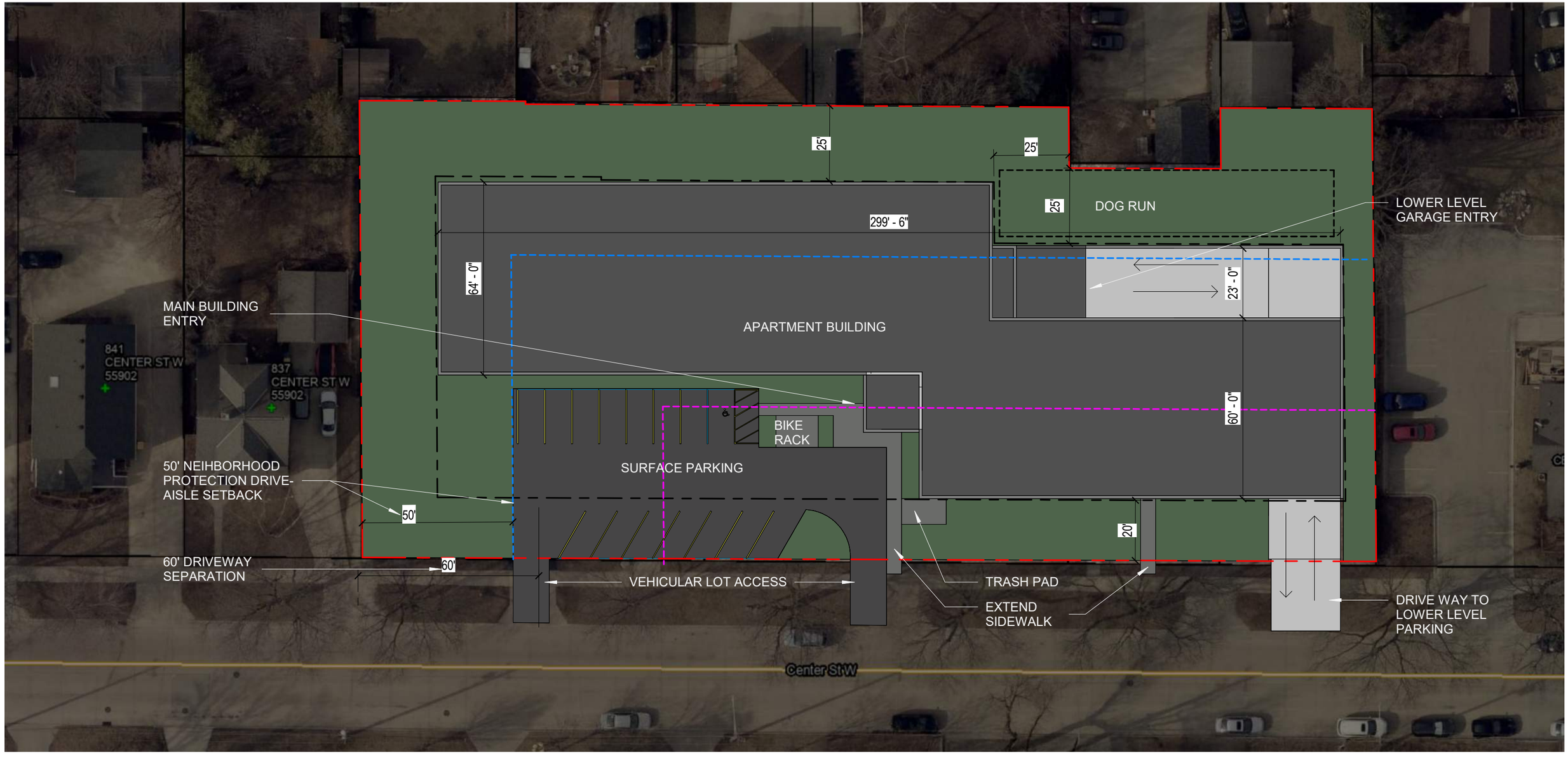
ROCHESTER, MINNESOTA

AP0.04

PROJECT TABULATIONS

11 / 13/ 2 0 2 5

CRW architectu 237 + design group



1 PROPOSED SITE PLAN
1/32" = 1'-0"

WEST CENTER APARTMENTS

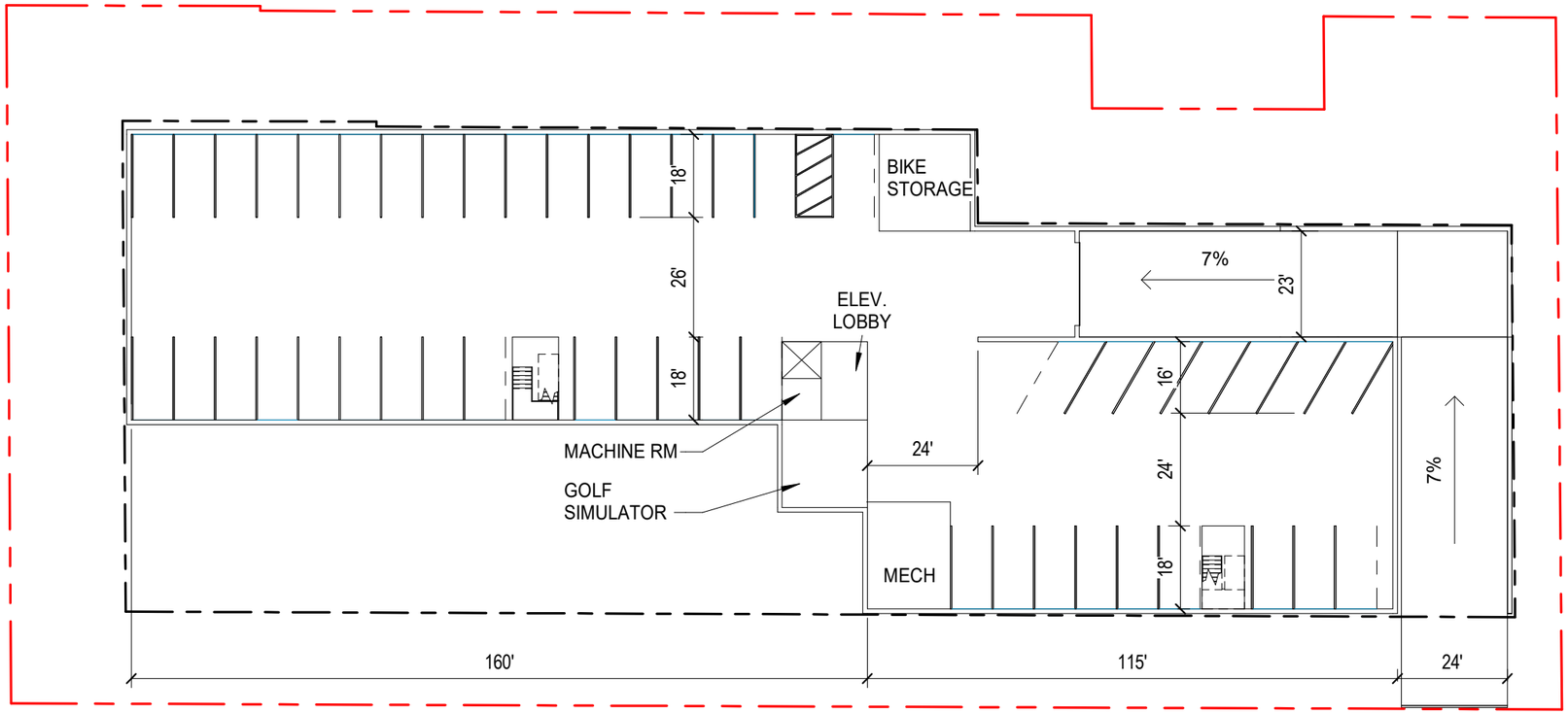
ROCHESTER, MINNESOTA

AP0.10

PROPOSED SITE PLAN

11 / 13 / 2 0 2 5

CRW architectu 238 + design group



1 LOWER LEVEL FLOOR PLAN
1/32" = 1'-0"

WEST CENTER APARTMENTS

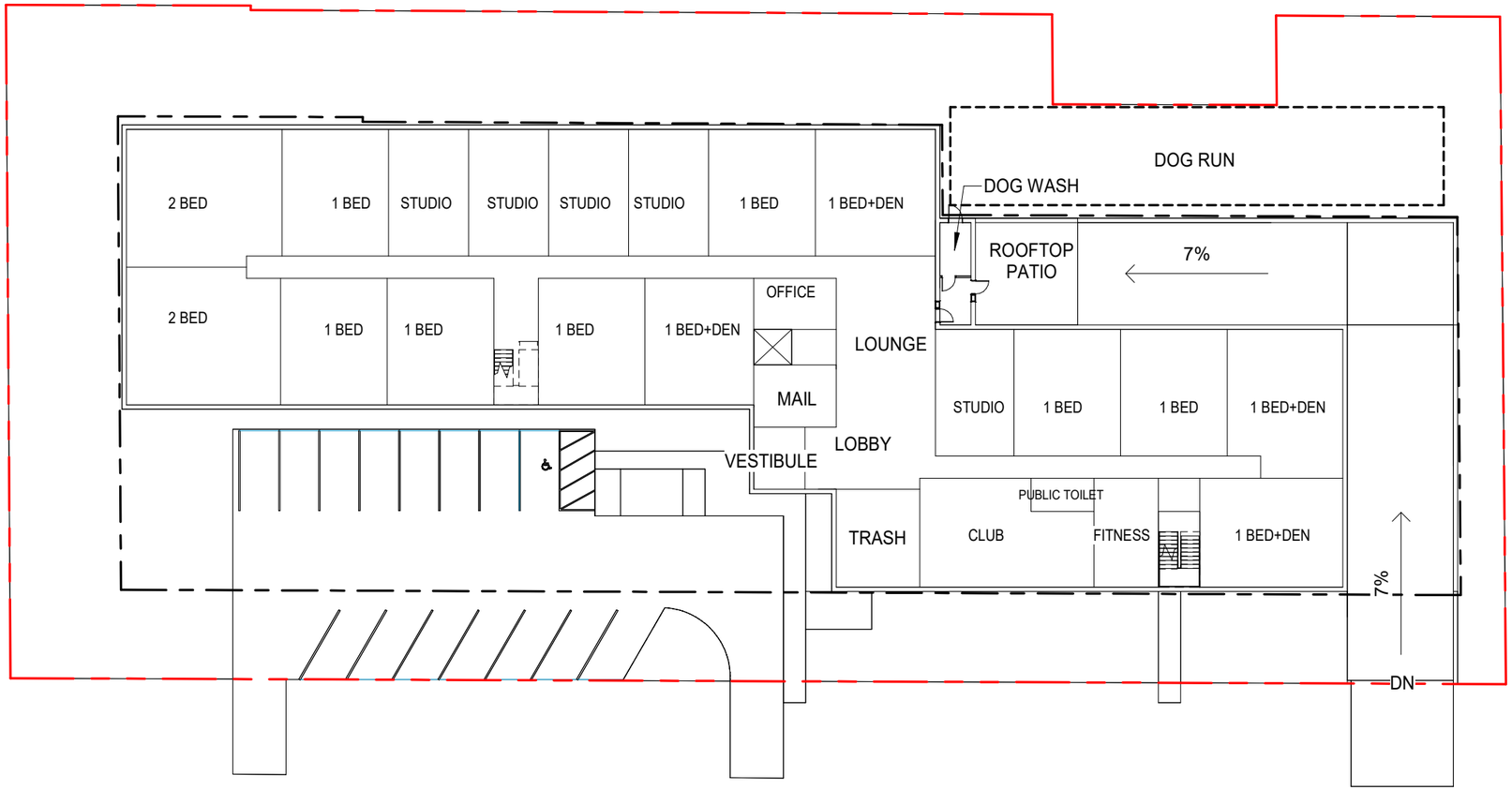
ROCHESTER, MINNESOTA

AP1.00

BASEMENT LEVEL FLOOR PLAN

11 / 13 / 2 0 2 5

CRW architectu 239 + design group



1 GROUND LEVEL FLOOR PLAN
1/32" = 1'-0"

WEST CENTER APARTMENTS

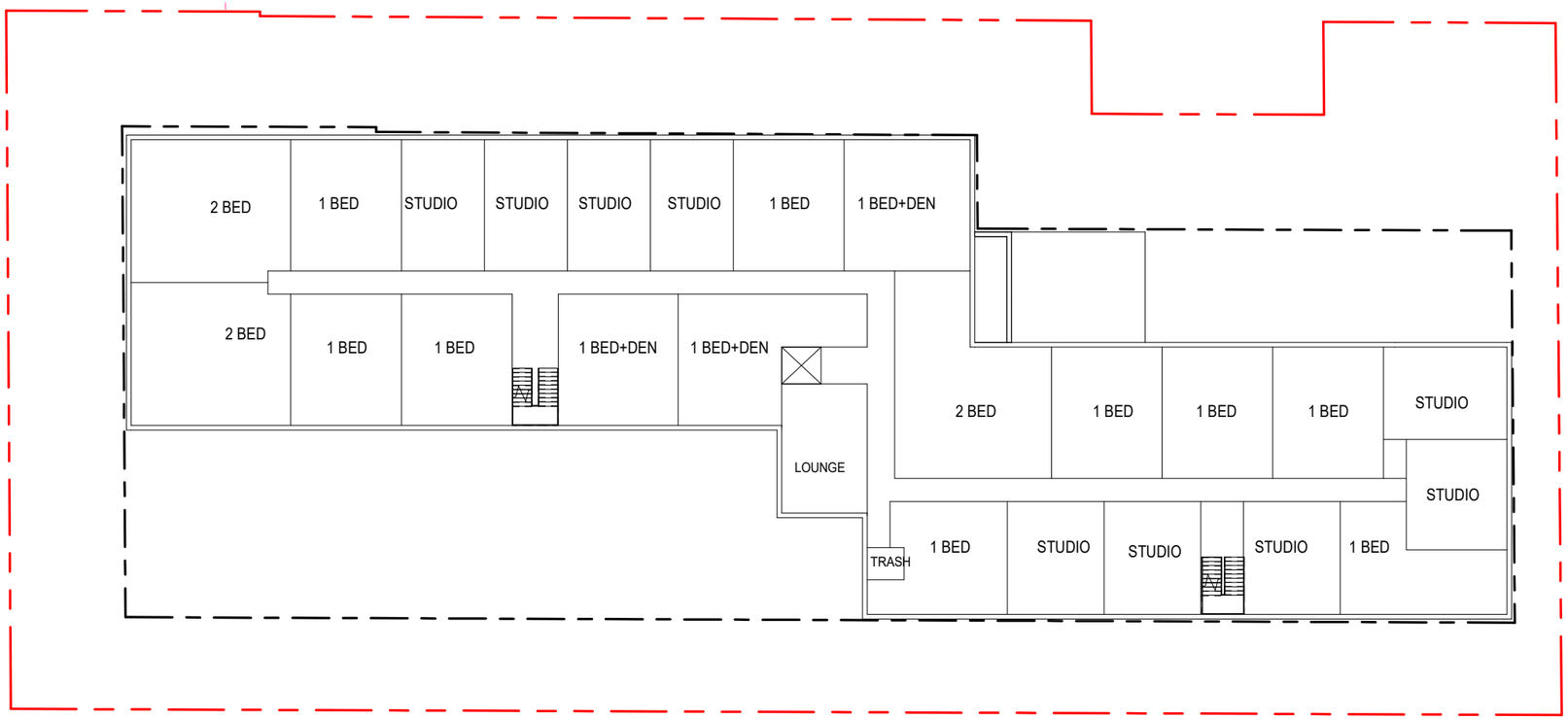
ROCHESTER, MINNESOTA

AP1.01

GROUND LEVEL FLOOR PLAN

11 / 13 / 2 0 2 5

CRW architectu 240 + design group



1 LEVELS 2, 3, & 4 FLOOR PLAN
1/32" = 1'-0"

WEST CENTER APARTMENTS

ROCHESTER, MINNESOTA

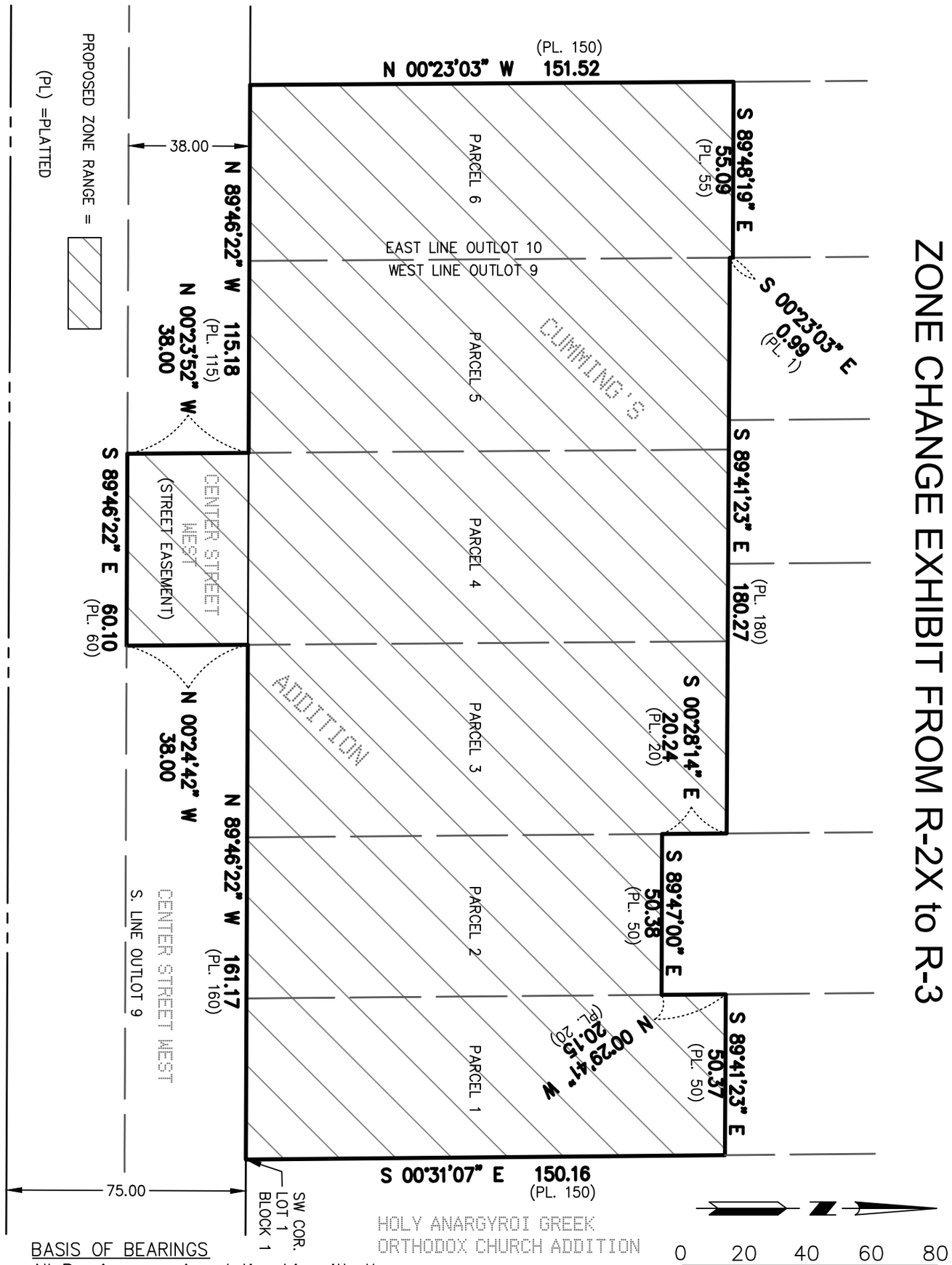
AP1.02

LEVELS 2 - 4 FLOOR PLAN

11 / 13/ 2 0 2 5

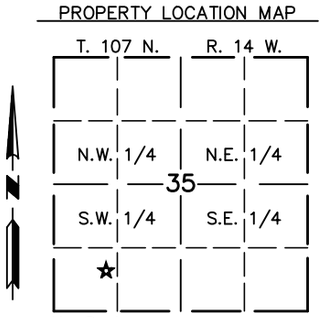
CRW architectu + design group

ZONE CHANGE EXHIBIT FROM R-2X to R-3



BASIS OF BEARINGS
All Bearings are in relationship with the Olmsted County Coordinate System NAD '83, Adjusted 1996.

PROPERTY LOCATION MAP



WSE MASSEY
ENGINEERING & LAND SURVEYING LTD.
P.O. BOX 100, KASSON, MN 55944
PH. NO. 507-634-4505, EMAIL SURVEY@WSE.ENGINEERING

THIS SURVEY AND DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF:
INH PROPERTY MANAGEMENT, INC
ROCHESTER, MN

MONUMENTS
● FOUND (AS INDICATED)
○ SET (5/8" PIPE UNLESS NOTED OTHERWISE)

ZONE CHANGE EXHIBIT
PART OF OUTLOT 9 & OUTLOT 10
CUMMING'S ADDITION
ROCHESTER, MN

DATE: 11/25/2025
DWG NO. 5161SE01 JOB NO. 5161
DRAWN BY: R.A.B. SHEET 1 OF

ZONE CHANGE EXHIBIT FROM R-2X to R-3

The Land referred to herein below is situated in the County of Olmsted, State of Minnesota, and is described as follows:

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.

PROPERTY LOCATION MAP



No Scale

WSE MASSEY
ENGINEERING & LAND SURVEYING LTD.
P.O. BOX 100, KASSON, MN 55944
PH. NO. 507-634-4505, EMAIL SURVEY@WSE.ENGINEERING

ZONE CHANGE EXHIBIT
PART OF OUTLOT 9 & OUTLOT 10
CUMMING'S ADDITION
ROCHESTER, MN

THIS SURVEY AND DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF:
INH PROPERTY MANAGEMENT, INC
ROCHESTER, MN

MONUMENTS
● FOUND (AS INDICATED)
○ SET (5/8" PIPE UNLESS NOTED OTHERWISE)

DATE: 11/25/2025
DWG NO. 5161SE01 JOB NO. 5161
DRAWN BY: R.A.B. SHEET 2 OF

33B EAST VETERANS MEMORIAL HIGHWAY KASSON, MN 55944
320 WEST BROADWAY PLAINVIEW, MN 55964

MAILING ADDRESS: PO BOX 100 KASSON, MN 55944

507.634.4505 ▌WSE.ENGINEERING

Meeting Minutes

Project:	West Center Street Apartment
Owner:	Owner: Women's Shelter Inc, Applicant: INH Properties
Consulting Engr/Firm:	WSE + MASSEY ENGINEERING & SURVEYING
Meeting Date/Location:	5:00 PM on Tuesday November 25th, 2025 (Holy Anargyroi Sts. Kosmas and Damianos Orthodox Church; 707 W Center Street)

Attendees

(See attached NIM sign in sheet)

1. Introduction

- Meeting opened with housekeeping (restroom location) and thanks to church hosts (Father Nick and Harvey) for providing the facility.
- Jim Elias (INH Properties) introduced the development team and thanked local partners.
- Purpose: City-required Neighborhood Information Meeting (NIM) to present a rezoning request, share early project concepts, and gather neighborhood feedback.
- Tyler Mandler (WSE Massey) explained this NIM is required by Rochester's Unified Development Code (expanded in 2023) and is specific to a rezoning action.

- **2. Project Overview**

- Site: Six adjacent parcels (~50,000 sq ft total) on the west side of the church and north side of West Center Street; current use is Women's Shelter property.
- Development Goal: Redevelop existing shelter site into a single multifamily apartment building.
- Developers are long-term owners/managers (not build-and-flip).
- Project partners: CRW Architecture (architect) and WSE Massey (planning/engineering).

- **3. Phases and Development Process**
- Current phase: Rezoning from R2X to R3.
- Next steps after NIM:
    - Submit rezoning application to City within ~3 days.
    - City/agency review period (~2 weeks).
    - Zoning Commission meeting (agenda item).
    - City Council public hearing and decision.
- Following rezoning approval, future applications will include:
    - Minor subdivision/lot combination to merge six parcels.
    - Site Development Plan and related zoning approvals.
    - Additional NIM(s) during full design stage.
- Preliminary schedule discussed:
    - Design through early summer.
    - Permit goal mid-summer 2026.
    - ~1 year construction.

- Potential opening summer 2027 (June/July).

- **4. Key Development Areas**
- Building concept based on buildable envelope study under R3 + Neighborhood Protection Zone (NPZ).
- One primary apartment building; no secondary buildings anticipated.
- Massing includes a jog/step-back along Center Street to reduce perceived bulk.
- Building height controlled by NPZ adjacency standards.

- **5. Traffic and Accessibility**
- Access: Reuse three existing curb cuts from shelter use.
  - Two-way driveway to underground parking.
  - One-way surface lot circulation (one-way in / one-way out).
- Traffic study: applicant requested a traffic waiver from City Engineer due to small site scale.
- Neighborhood traffic context noted:
  - Center Street ~2,300 ADT (local collector).
  - 6th Ave ~6,300 ADT.
- Applicant stated project traffic impacts expected to be minimal relative to existing volumes.

- **6. Environmental Features**

- Landscaping/buffering controlled by NPZ requirements.
- Class 4 buffer yards required on two sides:
    - Minimum 25-ft wide buffer with dense tree/shrub planting for screening between protected lots and new development.
- Discussion on mature trees and boulevard canopy:
    - Team intends to preserve healthy mature trees where feasible.
    - Boulevard trees will be required; preservation depends on constructability and right-of-way constraints.
- Utilities: power lines along Center Street intended to be buried; not expected to conflict with boulevard tree area.

- **7. Concerns and Questions**
- Neighborhood character: resident asked if adjacent properties are accustomed to apartments vs. single-family.
    - Response: mix of single-family homes and converted multifamily nearby; multifamily use already present in the area.
- Tree preservation: residents noted importance of mature tree canopy; team expressed preference to save trees unless construction makes that impractical.
- Long-term ownership: question raised about sale of stabilized properties.
    - INH confirmed long-term ownership and management model.

- **8. Future Steps**

- Proceed with rezoning submission following NIM.
- Continue neighborhood communication through later required NIM(s) during design and site plan approval.
- Refine design, parking, and landscaping to meet NPZ and UDC standards.

- **9. Other Notes**
- City planning contact provided for public follow-up: communitydevelopment@rochestermn.gov and 507-328-2600.
- Attendees invited to take business cards, cookies, and email questions directly to the team.

- **Adjournment**
- Meeting concluded after Q&A.
- Attendees were thanked for participation.

WEST CENTER STREET APARTMENT REZONING NIM

SIGN IN SHEET

	NAME	ADDRESS	EMAIL
1.	TYLER MANDLER	717 STE 101 32ND AVE	TYLER@WSE.ENGINEERING
2.	RYAN NOLANDER	2089 SCENIC VIEW LANE SW	ryan@hamiltonmnre.com
3.	JAMEY SHANDLEY	8365 MAPLE VALLEY RD SE	Jamey@HAMILTONMNRE.COM
4.	Laurel Podulke	3 11th AVE SW Rochester, MN 55902	
5.	MAC HAMILTON	4106 6th Av SW	MAC@HAMILTONMNRE.COM
6.	Shruthi Naik	833 1st St NW	naik.shruthi9@gmail.com
7.	Nick Miller	818 8th Ave SW	nmiller@rochestermn.gov
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24.			
25.			

Agency Review Comments

Application No: CD2025-007ZC

12/18/2025 **County Public Works**

12/11/2025 **LGU**

There are no Wetland or Decorah Edge related concerns with this project. Well inspections will be required for the demo. permit process.

12/15/2025 **Public Works Review**

There are no comments from this agency at this time.

2. All uses required by any local, state, or federal government to have an approval, license, or permit to operate are required to have that local, state, or federal approval, license, or permit at the time the use is established.

3. **Allowed Uses Table**

Table 300.01-1 Allowed Uses Table

S = Staff approval; P = Planning Commission approval; C = City Council approval; V = vacant use; I = interim use; A = accessory use; T = temporary permit; Blank cell = prohibited; Uses with an * = use-specific standards apply

	Residential and Agricultural						Mixed Use												Non-Residential			
												MX-T			MX-D							
Zoning districts and subdistricts (where applicable)	AG	R-1	R-2	R-2x	R-3	R-4	MX-N	MX-S	MX-C	MX-G	MX-I	Corridor	Node	Village	Fringe	Medial	Business	BP	LI	SI	**Use-Specific Standards**
Residential Uses																					
Household Living																					
Dwelling, Single-Family Detached	S	S	S	S																	
Dwelling, Twin-Home			S	S	S	S	S														
Dwelling, Attached			S	S	S	S	S	S				S	S	S	S	S	S				
Dwelling, Duplex, Same Lot			S	S	S	S	S				S	S									
Dwelling, Triplex			S	S	S	S	S				S	S									
Dwelling, Fourplex			S	S	S	S	S				S	S									
Dwelling, Multifamily				S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*				Section 60.300.020B.3
Dwelling, Live/Work				S	S	S	S	S	S		S	S	S	S	S						
Dwelling, Cottage Development			S*	S*	S*	S*	S*	S	S			S	S	S							Section 60.300.020B.2
Manufactured Home Park			P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*				Section 60.300.020B.4
Group Living																					
Congregate Housing			S	S	S	S	S	S	S	S	S	S	S	S	S	S	S				Section 60.300.020B.1
Dormitory															P	P	P				Section 60.300.020B.1
Medical Stay Dwelling Unit		S	S	S	S	S	S	S	S	S	S	S	S	S							
Nursing Home		P*	P*	P	S*	S*	P	S	S	S	S	S	S	S	S	S	S				Section 60.300.020B.5

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	Residential and Agricultural						Mixed Use											Non-Residential			
												MX-T			MX-D						
Zoning districts and subdistricts (where applicable)	AG	R-1	R-2	R-2x	R-3	R-4	MX-N	MX-S	MX-C	MX-G	MX-I	Corridor	Node	Village	Fringe	Medial	Business	BP	LI	SI	**Use-Specific Standards**
Offender Transitional Housing		C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*		Section 60.300.020B.6
Residential Care Facility		S/P*	S/P*	S/P*	S/P*	S/P*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*				Section 60.300.020B.7
Public, Institutional, and Civic Uses																					
Art Gallery, Museum, and Library	P	P	P	P	S	S	S	S	S	S	S	S	S	S	S	S	S				
Cemetery	P*	P*	P*	P*	P*	P*															Section 60.300.020C.1
College or University						P		P	P	P	P	P	P	P	P	P	P				
Community Center	P*	P*	P*	P*	P*	P*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*				Section 60.300.020C.2
Community Garden	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*				Section 60.300.020C.3
Correctional Facility											C							C	C	C	
Day Care Facility	S/P	S/P*	S/P*	S/P*	S/P*	S/P*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	P*	P*	P*	Section 60.300.020C.4
Emergency Service	P*	P*	P*	P*	P*	P*	P*	P*	S*	S*	S*	P*	P*	P*	P*	P*	P*	S*	S*	S*	Section 60.300.020C.5
Funeral Home		P	P	P	S*	S*	S	S	S	S	S								S		Section 60.300.020C.6
Medical Facility		P*	P*	P*	P*	P*	S*	S	S	S	S	S	S	S	S	S	S				Section 60.300.020C.7
Place of Worship	S	S	S	S	S	S	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*				Section 60.300.020C.8
Public Park	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	P	
School	S*	S*	S*	S*	S*	S*	P*	P*	P*	P*	P*	P*			P*						Section 60.300.020C.9
Social Services	P	P*	P*	P*	P*	S*	S	S	S	S	S	S	S	S	S	S	S				Section 60.300.020C.10

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													MX-T			MX-D						
Zoning districts and subdistricts (where applicable)	AG	R-1	R-2	R-2x	R-3	R-4	MX-N	MX-S	MX-C	MX-G	MX-I	Corridor	Node	Village	Fringe	Medial	Business	BP	LI	SI	Use-Specific Standards
Specialized Education						S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	
Commercial Uses																					
Agricultural and Animal Uses																					
Agriculture Production	S	P*	P*	*															S	S	Section 60.300.020D.2
Agriculture Retail	S						S			P									S	S	
Veterinary and Animal Services	S*			S	S	S	S*	S*	S*	S*		S*	S*	S*	S*	S*	S*	S*	S*	S*	Section 60.300.020D.27
Entertainment and Recreation																					
Adult Entertainment										S*		S*	S*	S*	S*		S*		S*		Section 60.300.020D.1
Auditorium or Civic Center	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				
Campgrounds or RV Park	P*									P*											Section 60.300.020D.8
Indoor Entertainment or Recreation					P*	P*	S*	S*	S	S	S	S	S	S	S		S	S	S	S	Section 60.300.020D.12
Indoor Gun Range										C*									C*	C*	Section 60.300.020D.13
Outdoor Entertainment or Recreation						P*		P*	S*	S*	P*	P							S*		Section 60.300.020D.18
Food, Beverage, and Lodging																					
Bar or Tavern							P*	S	S	S*	S	S	S	S	S*	S	S	P	P*		Section 60.300.020D.5
Bed and Breakfast			P*	P*	P*	P*	S	S	S	S	S										Section 60.300.020D.6
Fast Food Restaurant						P*	P*	S*	S	S	S	S	S	S	S	S	S	S	S	S	Section 60.300.020D.9
Hotel or Motel								S	S	S	S	S	S	S	S	S	S		P		

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													MX-T			MX-D						
Zoning districts and subdistricts (where applicable)	AG	R-1	R-2	R-2x	R-3	R-4	MX-N	MX-S	MX-C	MX-G	MX-I	Corridor	Node	Village	Fringe	Medial	Business	BP	LI	SI	**Use-Specific Standards**
Neighborhood Food and Service			P	S	S	S	S*	S*	S	S	S	S	S	S	S	S	S				Section 60.300.020D.16
Standard Restaurant						P*	S	S*	S*	S*	S*	S*	S*	S*	S*	S	S*	S	S*	S*	Section 60.300.020D.22
Office, Business, and Professional Services																					
Art Studio and Workshop				V		S	S	S	S	S	S	S	S	S	S	S	S				Section 60.300.020D.4
Business or Personal Service				S*	S*	S*	S*	S*	S	S*	S*	S	S	S	S	S	S	S	S		Section 60.300.020D.7
Construction Office										P*									S*	S*	Section 60.300.020D.9
Financial Institution							S	S	S	S	S	S	S	S	S	S	S	S	S		
Office				S		P*	S*	S*	S	S	S	S	S	S	S	S	S	S	S		Section 60.300.020D.17
Research and Testing									P	S	S	S	S	S	P*	S	P	S	S	S	Section 60.300.020D.21
Retail Sales																					
Retail, Neighborhood				S	V	S	S*	S*	S	S	S	S	S	S	S	S	S				Section 60.300.020D.23
Retail, Small				P*	P*	S*		S*	S	S	S	S	S	S	S	S	S		S		Section 60.300.020D.24
Retail, Medium								P	S*	S	S	S	S	S	S		S		S		Section 60.300.020D.25
Retail, Large									P	S*	P*	S*	S*	S*	S*		S*	P	S*		Section 60.300.020D.26
Vehicles and Transportation																					
Air Transportation										C*	C*								P*	P*	Section 60.300.020D.3
Automotive Center								P	P	S					S			S	S	S	
Automotive Repair Services, Major									P	S								P	S	S	

Table 300.01-1 Allowed Uses Table

S = Staff approval; P = Planning Commission approval; C = City Council approval; V = vacant use; I = interim use; A = accessory use; T = temporary permit; Blank cell = prohibited; Uses with an * = use-specific standards apply

	Residential and Agricultural						Mixed Use												Non-Residential			
												MX-T			MX-D							
Zoning districts and subdistricts (where applicable)	**AG**	**R-1**	**R-2**	**R-2x**	**R-3**	**R-4**	**MX-N**	**MX-S**	**MX-C**	**MX-G**	**MX-I**	**Corridor**	**Node**	**Village**	**Fringe**	**Medial**	**Business**	**BP**	**LI**	**SI**	**Use-Specific Standards**
Fueling Station								P*	S*	S*				A*				S	S*	S*	Section 60.300.020D.11
Motor Freight and Warehousing									P	S*	P							P	S*	S*	Section 60.300.020D.14
Motor Vehicle Sales, Leasing or Storage									S	S*								S*	S*	S	Section 60.300.020D.15
Parking Garage					A*	A*				A*	S*	C*	C*	C*	C*	C*	C*	A*	A*	A*	Section 60.300.020D.19
Parking Lot	A	A*	A*	A*	A*	A*	A*	A*	S	S	S	C*	C*	C*	I	I	I	S	S	S	Section 60.300.020D.20
Public Transportation Dispatch Facility										S	P	P	P	S		P	P	S	S	S	
Railroad Transportation																				S	
Industrial Uses																					
Manufacturing, Processing, and Commercial Services																					
Artisan Manufacturing							S	S	S	S	P	S	S	S	S	S	S				
Heavy Commercial Services									S	S	P							P	S	S	
Heavy Industry																				S*	Section 60.300.020E.1
Light Industry										P								S	S	S	
Recycling Transfer Facility									S	S	S							P	S	S	
Repair and Maintenance Shop				P*		S*	S*	S*	S*	S*		S*		S*				S	S	S	Section 60.300.020E.4
Storage and, Distribution, and Wholesaling																					
Junkyard																				C*	Section 60.300.020E.2

Table 300.01-1 Allowed Uses Table

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	Residential and Agricultural						Mixed Use												Non-Residential			
												MX-T			MX-D							
Zoning districts and subdistricts (where applicable)	AG	R-1	R-2	R-2x	R-3	R-4	MX-N	MX-S	MX-C	MX-G	MX-I	Corridor	Node	Village	Fringe	Medial	Business	BP	LI	SI	Use-Specific Standards
Self Service Storage Facility									P*	S*	S				P*			P*	S*	S	Section 60.300.020E.6
Wholesale Facility									S*	S*	P							S*	S*	S*	Section 60.300.020E.7
Resource and Extraction																					
Landfill																				C	
Quarry	C*																		C*	C*	Section 60.300.020E.3
Sand or Gravel Excavation	I*	I*	I*	I*	I*	I*	I*	I*	I*	I*	I*	I*	I*	I*	I*	I*	I*	C*	C*	C*	Section 60.300.020E.5
Utility, Communication, and Energy Uses																					
Commercial Wireless Telecommunication Service (CWTS)																					Section 60.300.020F.1
Co-Located on Existing Structure	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	
Freestanding	P*						P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	
Stealth on Existing Structure	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	
Communications Tower								P	P	P	P	P	P	P	S	P	P	S	S	S	
Geothermal Energy System	P	A*	A*	A*	A*	A*	A	A	A	A	A	A	A	A	A	A	A	A	P	P	
Solar Collector, Ground- or Building-Mounted	P*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	P*	P*	P*	Section 60.300.020F.2
Utility, Major	C*						C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	Section 60.300.020F.3
Utility, Minor	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	

Table 300.01-1 Allowed Uses Table

S = Staff approval; P = Planning Commission approval; C = City Council approval; V = vacant use; I = interim use; A = accessory use; T = temporary permit; Blank cell = prohibited; Uses with an * = use-specific standards apply

	Residential and Agricultural						Mixed Use											Non-Residential			
												MX-T			MX-D						
Zoning districts and subdistricts (where applicable)	**AG**	**R-1**	**R-2**	**R-2x**	**R-3**	**R-4**	**MX-N**	**MX-S**	**MX-C**	**MX-G**	**MX-I**	**Corridor**	**Node**	**Village**	**Fringe**	**Medial**	**Business**	**BP**	**LI**	**SI**	**Use-Specific Standards**
Wind Energy Conversion System (WECS), Ground- or Building-Mounted	P*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	P*	P*	P*	Section 60.300.020F.3
Accessory Uses and Structures																					Section 60.300.020G.1
Accessory Dwelling Unit	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*				Section 60.300.020G.5
Animal Husbandry	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*				Section 60.300.020G.6
Billboard										A*										A*	Section 60.300.020G.7
Drive-in Facility								A*	A*	A*	A*	A*	A*	A*				A*	A*	A*	Section 60.300.020G.8
Electric Vehicle Charging Station	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Fuel Tank	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	Section 60.300.020G.9
Garage	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*				Section 60.300.020G.10
Greenhouse	A	A*	A*	A*	A*	A*	A	A	A	A	A							A	A	A	Section 60.300.020G.11
Home Occupation	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*				Section 60.300.020G.12
Outdoor Eating Area				A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*			Section 60.300.020G.13
Recreational Vehicle Parking	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*							A*	A*	A*	Section 60.300.020G.14
Recycling Drop Box					A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	Section 60.300.020G.15
Related Service Facility	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	Section 60.300.020G.16

Table 300.01-1 Allowed Uses Table

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	Residential and Agricultural						Mixed Use											Non-Residen-tial			
												MX-T			MX-D						
Zoning districts and subdistricts (where applicable)	**AG**	**R-1**	**R-2**	**R-2x**	**R-3**	**R-4**	**MX-N**	**MX-S**	**MX-C**	**MX-G**	**MX-I**	**Corridor**	**Node**	**Village**	**Fringe**	**Medial**	**Business**	**BP**	**LI**	**SI**	**Use-Specific Standards**
Residence for Caretaker or Security Guard										A*	A*							A*	A*	A*	Section 60.300.020G.17
Residential Management or Sales Office		A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*				Section 60.300.020G.18
Swimming Pool or Tennis Court	**A**	**A***	**A***	**A***	**A***	**A***	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	Section 60.300.020G.19
Urban Agriculture	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	Section 60.300.020G.20
Temporary Uses																					
Carnival or Festival	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	Section 60.300.020H.1
Contractor's Office and Yard	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	Section 60.300.020H.2
Food Truck	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	Section 60.300.020H.3
Garage Sale	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	Section 60.300.020H.4
Seasonal Sales	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	Section 60.300.020H.5
Storage Container	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**A***	**A***							**A***	**A***	**A***	Section 60.300.020H.6

CITY OF ROCHESTER, MINNESOTA
Planning & Zoning Commission MINUTES

Zone Change No. CD2025-007ZC by INH Properties

Cover Page

Community Development Memo - CD2025-007ZC INH Properties

Development Process - CD2025-007ZC INH Properties

Notification Map - CD2025-007ZC INH Properties

Site Location Map - CD2025-007ZC INH Properties

Applicant Narrative - CD2025-007ZC INH Properties

Massing Exhibit - CD2025-007ZC INH Properties

Zone Change Exhibit - CD2025-007ZC INH Properties

NIM Minutes - CD2025-007ZC INH Properties

Review Comments - CD2025-007ZC INH Properties

Allowed Uses Table - CD2025-007ZC INH Properties

Commissioner Ross recused herself from this application.

Elliot Mohler presented the staff report. A discussion ensued.
Bill Tointon, WSE Engineering, representing the applicant, spoke to the item.

The Public Hearing was opened.
Having no persons wishing to speak, the public hearing was closed.

Motion to forward a recommendation of approval for Zoning Map Amendment CD2025-007ZC with the findings and support outlined in the Community Development Memo dated January 14, 2026, per staff facts and findings.

MOVER: Jens P Boyum
SECONDER: Jonathon P Krull
AYES: Abdimajid (Axe) M Ahmed, Jeremy C Andrist, Jens P Boyum, Robert A Cline, Ruchi Gupta, Jonathon P Krull, Nicolas B.C. Yost
RECUSE: Lisa Ross
ABSENT: John Eischen
RESULT: APPROVED [7 - 0 - 1 - 1]

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

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

MEETING DATE:
February 2, 2026

ORIGINATING DEPT:
Community Development

AGENDA SECTION:
Public Hearings

PRESENTER:
Desmond McGeough

Action Requested:

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

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.

Both the Development Review Committee and the Planning and Zoning Commission are recommending approval of the subject application. At the January 14, 2026, Planning and Zoning Commission Meeting, the Commission recommended by a vote of 8-0 that the Council approve Zone Change No. CD2025-008ZC.

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

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 - CD2025-008ZC - Woodlake Zone Change

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

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

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

NIM Summary - CD2025-008ZC - Woodlake Zone Change

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

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

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

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

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

ROCHESTER COMMUNITY DEVELOPMENT

City of Rochester, Minnesota
4001 W River Parkway NW, Suite 100
Rochester, MN 55901-7090

Phone: 507-328-2950
Fax: 507-328-2401
Email: CommunityDevelopment@rochestermn.gov

Rochester Planning and Zoning Commission — January 14, 2026

Prepared By: Rochester Community Development Department

Request: Zoning Map Amendment #CD2025-008 ZC, by Sunshine Behavioral Health Group, LLC., changing the zoning on 2.71 acres of property from LI (Light Industrial) to MXG (Mixed-Use General).

Location: The subject site located south of Hwy 52 SE and east of Hwy 63 S at 77 Woodlake Dr SE. (PIN # 025571)

Applicant: Sunshine Behavioral Health Group, LLC. - J. Brandon Turner

PLANNING COMMISSION SUMMARY

Application Type: Zoning Map Amendment

What is Considered: During the Zoning Map Amendment review, the Planning and Zoning Commission and City Council evaluate whether the criteria established in Section 60.500.040E.4 are satisfied. These criteria cover areas such as consistency with the Comprehensive Plan and compatibility with surrounding development and future development.

Site development issues such as architecture, site layout, building orientation, site landscaping, open space, site parking, screening and the aesthetic character of the development are not criteria for consideration of a Zoning Map Amendment application.

The Commercial & Business Designation Land Use is generally characterized as an area providing a variety of retail, office, and employment uses. The Development Review Team supports the approval of CD205-008ZC, as the proposed zoning district is consistent with Core Principals, and Implementation Strategies of the P2S Comprehensive Plan.

Approval Body: Rochester City Council

Development Review Team Recommendation: Approval.

PROJECT DISCUSSION

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 Drive 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.

This Land Use Classification is described by the P2S Comprehensive Plan as encompassing the following characteristics:

> *"This category 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, is a 63 acre 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 and 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, which is provided immediately below. Both districts are described for commercial development. The LI district also allows industrial uses that do not create significant operational impacts and is generally considered suitable zone district in close proximity to residential areas. Both districts could be characterized as being indented to provide goods, services and employment opportunities to the broader regional area.

<u>Unified Development Code – District Purpose</u>

LI

> *"The LI district provides an area for a mixture of commercial and industrial uses that do not generate significant adverse operational or traffic impacts, that are served by major thoroughfares providing direct access or a local street system with direct access to major thoroughfares, and with an adequate level of buffering, could be located in reasonable proximity to residential areas.".*

MXG

> *" The MX-G district is intended to provide for areas of concentrated mid- to high-intensity commercial development, oriented toward either a street frontage or an intersection location where transit is not available, or service is infrequent. Uses in the district are generally sized and intended to serve a large number of residents in the entire region or community."*

Table of Permitted Uses (Table 300.01-1)

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 as 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.

Table 300.01-1, Allowed Uses Table, has been included as an attachment to this report to demonstrate the various uses permitted in each zoning district. The existing LI zoning district is outlined in orange and the proposed MXG zone is outlined in red.

"S" = Staff Approval

"P" = Planning Commission Approval

"C" = City Council Approval

"*" = Reference to Additional Regulation

CD2025-008ZC– ZONING SUMMARY TABLE	
Land Use/ Zoning	The underlying Land Use designation for this area Commercial and Business Development and it is in MXS zone district. North: Zoned LI (Light Industrial), Highway 52 East: Zoned LI (Light Industrial), Software Products Office, Office Supply Company South: Zoned LI (Light Industrial), Hotel, Electric Product wholesaler. West: Zoned LI (Light Industrial), Highway 63
Streets and Access	The subject site has direct access to Wood Lake Drive SE, a local commercial/industrial street that extends from the Highway 63 frontage road.
Grading & Stormwater Management	The applicant proposes adaptive reuse of the hotel building. Future improvements will generally consist of interior renovation.
Wetlands/Decorah Edge/Floodplain	The subject site is located in FEMA zone "X". The subject site is located is not located within Decorah Edge Overlay nor are there any wetlands on site.

Public Infrastructure	Presently, public facilities (Public Roadways, Sanitary Sewer, Water, and Storm Water Management Facilities) exist and are extended to the existing hotel structure that will service site.

ZONE CHANGE MAP AMENDMENT REVIEW

Under the provisions of Section 60.500.40E of the Unified Development Code, the Planning Commission shall recommend for approval and the Council shall approve an application requesting an amendment to the zoning map if the amendment satisfies the following criteria (staff suggested findings are in **bold**):

60.500.040E.4 Criteria for Rezoning Approval

1. The amendment must satisfy all of the following criteria**:**
   - **a.** The permitted uses allowed within the proposed zoning district will be appropriate on the subject property and compatible with adjacent properties and the neighborhood; and

     The permitted uses allowed in the proposed MXG zone district are appropriate for the subject property, with most uses already being permitted in the existing LI zone district. The most significant difference between the two zones is that the MXG zone district allows Group Living uses and multi-family residential development. While there is not a significant amount of existing retail in the area immediately surrounding site that would serve a group living types of land use, the Shops on Maine are conveniently located approximately one mile to south which can be accessed by public sidewalk facilities over most of the entire route. The subject area has a multitude of community oriented and non-profit social service type uses already within the business center. There are no significant industrial uses that currently exist in the surrounding area that would negatively impact the livability or wellbeing of those residing at the proposed facility. Currently, this site and the property to the south already provide overnight lodging facilities. The proposed district will allow a valuable service to those in need of care and to the Rochester Community as a whole.

   - **b.** The proposed amendment does not involve spot zoning.

     Per the League of Minnesota Cities, spot zoning is characterized by the rezoning of a small parcel of land that:

     - **Has no supporting rational basis that relates to promoting public welfare; or**

- **Establishes a use classification inconsistent with surrounding uses and creates an island of nonconforming use within a larger zoned area; or**
- **Dramatically reduces the value for uses specified in the zoning ordinance of either the rezoned plot or abutting property.**

The proposed MXG zone is consistent with the land use map classification. Based on the above definition and the purpose of the underlying P2S land use classification, this zone change cannot be considered spot zoning.

2. In addition to the requirements in Section 60.500.040E.4.a.1, the amendment must satisfy at least one of the following criteria:

a. The area, as presently zoned, is inconsistent with the policies and goals of the Comprehensive Plan;

b. The area was originally zoned erroneously due to a technical or administrative error;

c. While both the present and proposed zoning districts are consistent with the Comprehensive Plan, the proposed district better aligns with the policies and goals of the Comprehensive Plan or other adopted City plans or policies, as determined by City Council.

Both the existing LI and proposed MXG zone districts are compatible with the designated P2S Comprehensive Plan Land Use Classification. The intended group home use offers an opportunity to revitalize the existing structure while appearing to seamlessly integrate into the fabric of the established neighborhood, particularly when considering large number of community-oriented social services already present in this business center. At the same time, there does not appear to be any existing development or nearby use that would negatively impact on the proposed facility or health and wellbeing of those residing at the site.

The City's P2S Comprehensive Plan recognizes that implementation of the City's vision will require increased emphasis on infill and redevelopment that will support conversion and/or reuse of underutilized lands already having a full complement of available public infrastructure and services. Strategic reinvestment and integration of new activity into commercial centers and corridors throughout the City will help reactivate underutilized properties, resulting in a more compact and stainable community. This in turn will provide better opportunities for enhancing transit services to the

community at large though revitalization and use intensification of the property.

Adaptive reuse strategies, such as hotel conversions and office-to-housing conversions, provide a sustainable and economically viable development strategy for revitalizing underutilized existing development. Over the course of the past five years, Community Development has seen an increase in property owners approaching the City that are considering a potential change of use to convert an existing hotel structure into group living facilities or multifamily residential land use. Community Development believes adaptive reuse conversion of the existing facility offers a ripe opportunity for revitalizing the property by offering a needed and valuable social service at a site location that is appropriate for such use.

d. The area has changed or is changing to such a degree that it is in the public interest to rezone to encourage development or redevelopment of the area consistent with the policies and goals of the Comprehensive Plan; or

e. The area includes lands identified as Decorah Edge and the amendment would provide for beneficial development that maintains typical urban density while preserving habitat and protecting processes that maintain groundwater and quantity.

f. The area includes lands identified on adopted City plans as an important natural or historic resource, and the amendment would provide for beneficial development that would protect those resources.

DEVELOPMENT REVIEW TEAM RECOMMENDATION:

This request was reviewed in accordance with the provisions of Section 60.500.40E.4 for Zone Change Map Amendment.

The Development Review Team recommends <u>APPROVAL,</u> as outlined in the Planning Commission Summary above.

ATTACHMENTS

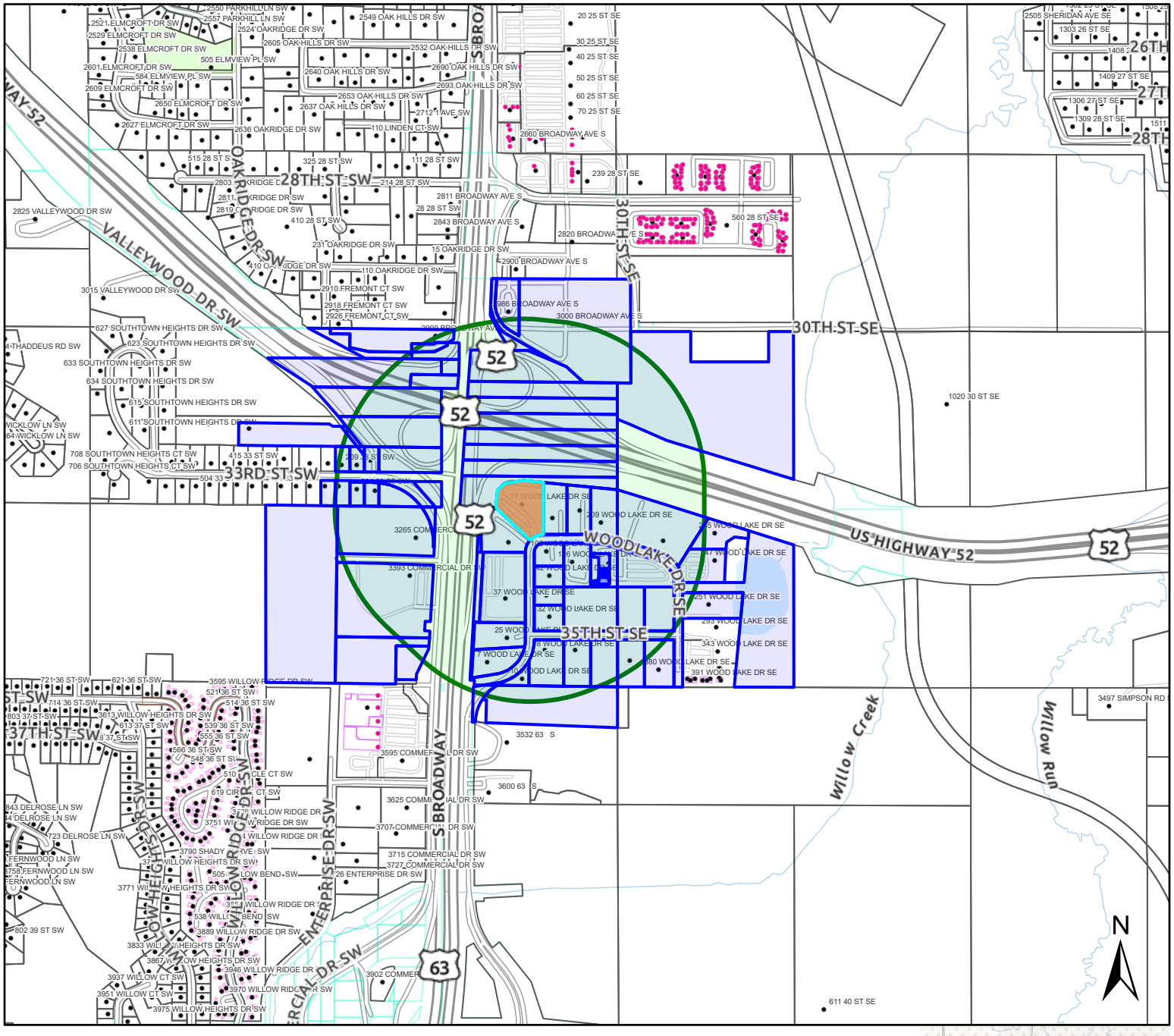
1. Public Notification Map
2. Location Map
3. Applicant Cover Letter
4. Neighborhood Information Meeting Minutes
5. Agency Review Comments
6. Zone District Use Table
7. ALTA Survey of subject site.
8. Zoning Map Amendment Criteria –Section 60.500.040E.4

CD2025-008ZC - Brandon Turner

12/4/2025 Olmsted County Geographic Information Systems

0 0.1 0.1 0.2 0.3 mi

Scale: 1:18,056

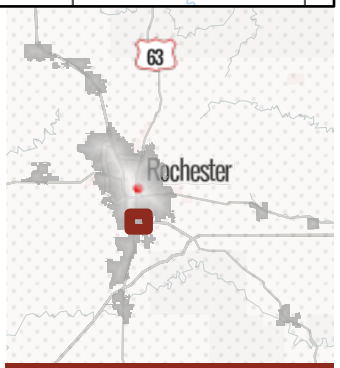


Site of Interest

Notification Locations

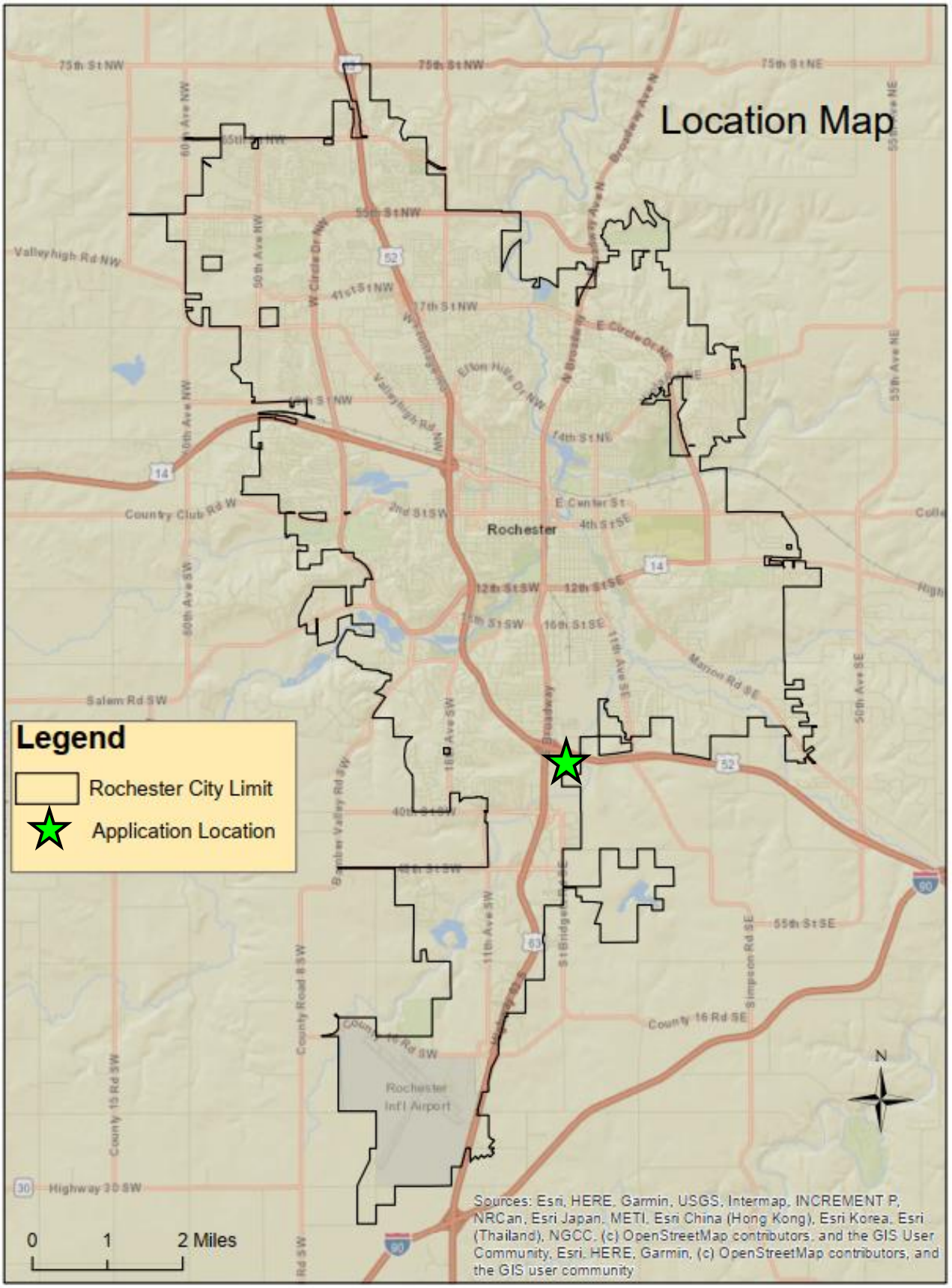
Notification Perimeter

Zone Change #CD2025-008ZC, by Brandon Turner, to rezone approximately 2.7 acres from LI (Light Industrial) to MX-G (Mixed Use General). The site is located south of Hwy 52 SE and east of Hwy 63 S at 77 Woodlake Dr SE.
PIN: 025571
Notif Area: 1200'
Ward1



OLMSTED COUNTY
MINNESOTA

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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

November 19, 2025

Rochester Community Development
City of Rochester
4001 West River Parkway, NW
Suite 100
Rochester, MN 55901-7090

RE: Rezoning 77 Woodlake Drive, Rochester, MN

We are proposing to convert the 103-bed, Country Inn and Suites located at 77 Wood Lake Dr. into a privately owned, 94-bed residential treatment center for clients recovering from substance abuse and mental health disorders. Our proposal requires a change from the current Light Industrial (L1) zoning to Mixed Use General (MX-G) zoning. The project will maintain or enhance the overall aesthetics of the property and maintain all existing physical footprint parameters. The project is anticipated to reduce the current vehicular activity.

The proposed project will be a permitted use allowed within MX-G and compatible with adjacent properties and the neighborhood. The proposed project is consistent with the policies and goals of the City of Rochester. The project meets the massing permitted in MX-G. The lot is not located in a flood zone.

We look forward to working with the City of Rochester and would be happy to answer any questions you may have. I can be reached at 301-807-1661 or bturner@sunshinebh.com.

Thank you.

J. Brandon Turner
CFO
Sunshine Behavioral Health Group, LLC

Neighborhood Information Meeting Summary

Property Address:	77 Wood Lake Drive, SE, Rochester, Minnesota 55904 (Parcel ID 642314025571)
Legal Description:	Lot 7, Block 1, Wood Lake Park, County of Olmsted, State of Minnesota
Date of NIM:	November 7, 2025 at 5:00PM
Location of NIM:	Property
Attendees:	• Brandon Turner, CFO, Sunshine Behavioral Health (in person) • Randy Petersen, Journalist, Post Bulletin (in person) • Stephen VanHooser, Dir. of Compliance, Sunshine Behavioral Health (video conference) • Mark D. Beattie, Project Architect, Sand Architects, LLC (video conference)

Brandon Turner opened the meeting and welcomed Randy Peterson, as well as, Stephen VanHooser and Mark Beattie on the video conference call. Mr. Turner broadcast the slides submitted to the City on a television screen for those physically in attendance. Mr. Petersen asked a number of questions of Mr. Turner. No concerns or issues were raised by those in attendance. The meeting was adjourned.

Agency Review Comments

Application No: CD2025-008ZC

12/18/2025 **County Public Works**

12/11/2025 **LGU**

There are no Wetland or Decorah Edge related concerns with this project.

12/15/2025 **Public Works Review**

There are no comments from this agency at this time.

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	Residential and Agricultural						Mixed Use											Non-Residen-tial			
												MX-T			MX-D						
Zoning districts and subdistricts (where applicable)	AG	R-1	R-2	R-2x	R-3	R-4	MX-N	MX-S	MX-C	MX-G	MX-I	Corridor	Node	Village	Fringe	Medial	Business	BP	LI	SI	Use-Specific Standards
Residential Uses																					
Household Living																					
Dwelling, Single-Family Detached	S	S	S	S																	
Dwelling, Twin-Home			S	S	S	S	S														
Dwelling, Attached			S	S	S	S	S	S				S	S	S	S	S	S				
Dwelling, Duplex, Same Lot			S	S	S	S	S				S	S									
Dwelling, Triplex			S	S	S	S	S				S	S									
Dwelling, Fourplex			S	S	S	S	S				S	S									
Dwelling, Multifamily				S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*				Section 60.300.020B.3
Dwelling, Live/Work				S	S	S	S	S	S		S	S	S	S	S						
Dwelling, Cottage Development			S*	S*	S*	S*	S*	S	S			S	S	S							Section 60.300.020B.2
Manufactured Home Park			P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*				Section 60.300.020B.4
Group Living																					
Congregate Housing			S	S	S	S	S	S	S	S	S	S	S	S	S	S	S				Section 60.300.020B.1
Dormitory															P	P	P				Section 60.300.020B.1
Medical Stay Dwelling Unit		S	S	S	S	S	S	S	S	S	S	S	S	S							
Nursing Home		P*	P*	P	S*	S*	P	S	S	S	S	S	S	S	S	S	S				Section 60.300.020B.5

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Zoning districts and subdistricts (where applicable)	AG	R-1	R-2	R-2x	R-3	R-4	MX-N	MX-S	MX-C	MX-G	MX-I	Corridor	Node	Village	Fringe	Medial	Business	BP	LI	SI	Use-Specific Standards
Offender Transitional Housing		C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*		Section 60.300.020B.6
Residential Care Facility		S/P*	S/P*	S/P*	S/P*	S/P*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*				Section 60.300.020B.7
Public, Institutional, and Civic Uses																					
Art Gallery, Museum, and Library	P	P	P	P	S	S	S	S	S	S	S	S	S	S	S	S	S				
Cemetery	P*	P*	P*	P*	P*	P*															Section 60.300.020C.1
College or University						P		P	P	P	P	P	P	P	P	P	P				
Community Center	P*	P*	P*	P*	P*	P*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*				Section 60.300.020C.2
Community Garden	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*				Section 60.300.020C.3
Correctional Facility											C							C	C	C	
Day Care Facility	S/P	S/P*	S/P*	S/P*	S/P*	S/P*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	P*	P*	P*	Section 60.300.020C.4
Emergency Service	P*	P*	P*	P*	P*	P*	P*	P*	S*	S*	S*	P*	P*	P*	P*	P*	P*	S*	S*	S*	Section 60.300.020C.5
Funeral Home		P	P	P	S*	S*	S	S	S	S	S								S		Section 60.300.020C.6
Medical Facility		P*	P*	P*	P*	P*	S*	S	S	S	S	S	S	S	S	S	S				Section 60.300.020C.7
Place of Worship	S	S	S	S	S	S	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*	S*				Section 60.300.020C.8
Public Facility							S	S	S	S	S	S	S	S	S	S	S	S	S	S	
Public Park	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	P	
School	S*	S*	S*	S*	S*	S*	P*	P*	P*	P*	P*	P*			P*						Section 60.300.020C.9

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	Residential and Agricultural						Mixed Use											Non-Residential			
												MX-T			MX-D						
Zoning districts and subdistricts (where applicable)	AG	R-1	R-2	R-2x	R-3	R-4	MX-N	MX-S	MX-C	MX-G	MX-I	Corridor	Node	Village	Fringe	Medial	Business	BP	LI	SI	Use-Specific Standards
Social Services	P	P*	P*	P*	P*	S*	S	S	S	S	S	S	S	S	S	S	S				Section 60.300.020C.10
Specialized Education						S	S	S	S	S	S	S	S	S	S	S	S	S	S	S	
Commercial Uses																					
Agricultural and Animal Uses																					
Agriculture Production	S	P*	P*																S*	S*	Section 60.300.020D.2
Agriculture Retail	S						S			P									S	S	
Veterinary and Animal Services	S*			S	S	S	S*	S*	S*	S*		S*	S*	S*	S*	S*	S*	S*	S*	S*	Section 60.300.020D.27
Entertainment and Recreation																					
Adult Entertainment										S*		S*	S*	S*	S*		S*		S*		Section 60.300.020D.1
Auditorium or Civic Center	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P	P				
Campgrounds or RV Park	P*									P*											Section 60.300.020D.8
Indoor Entertainment or Recreation					P*	P*	S*	S*	S	S	S	S	S	S	S	S	S	S	S	S	Section 60.300.020D.12
Indoor Gun Range										C*									C*	C*	Section 60.300.020D.13
Outdoor Entertainment or Recreation						P*		P*	S*	S*	P*	P	S	S	S	S	S		S*		Section 60.300.020D.18
Food, Beverage, and Lodging																					
Bar or Tavern							P*	S	S	S*	S	S	S	S	S*	S	S	P	P*		Section 60.300.020D.5
Bed and Breakfast			P*	P*	P*	P*	S	S	S	S	S										Section 60.300.020D.6
Fast Food Restaurant						P*	P*	S*	S	S	S	S	S	S	S	S	S	S	S	S	Section 60.300.020D.10

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Zoning districts and subdistricts (where applicable)	AG	R-1	R-2	R-2x	R-3	R-4	MX-N	MX-S	MX-C	MX-G	MX-I	Corridor	Node	Village	Fringe	Medial	Business	BP	LI	SI	Use-Specific Standards
Hotel or Motel								S	S	S	S	S	S	S	S	S	S		P		
Neighborhood Food and Service			P	S	S	S	S*	S*	S	S	S	S	S	S	S	S	S				Section 60.300.020D.16
Standard Restaurant						P*	S	S*	S*	S*	S*	S*	S*	S*	S*	S	S*	S	S*	S*	Section 60.300.020D.22
Office, Business, and Professional Services																					
Art Studio and Workshop				V		S	S	S	S	S	S	S	S	S	S	S	S				Section 60.300.020D.4
Business or Personal Service				S*	S*	S*	S*	S*	S	S*	S*	S	S	S	S	S	S	S	S		Section 60.300.020D.7
Construction Office										P*									S*	S*	Section 60.300.020D.9
Financial Institution							S	S	S	S	S	S	S	S	S	S	S	S	S		
Office				S		P*	S*	S*	S	S	S	S	S	S	S	S	S	S	S		Section 60.300.020D.17
Research and Testing									P	S	S	S	S	S	P*	S	P	S	S	S	Section 60.300.020D.21
Retail Sales																					
Retail, Neighborhood				S	V	S	S*	S*	S	S	S	S	S	S	S	S	S				Section 60.300.020D.23
Retail, Small				P*	P*	S*		S*	S	S	S	S	S	S	S	S	S		S		Section 60.300.020D.24
Retail, Medium								P	S*	S	S	S	S	S	S		S		S		Section 60.300.020D.25
Retail, Large									P	S*	P*	S*	S*	S*	S*		S*	P	S*		Section 60.300.020D.26
Vehicles and Transportation																					
Air Transportation										C*	C*								P*	P*	Section 60.300.020D.3
Automotive Center								P	P	S					S			S	S	S	

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												MX-T			MX-D							
Zoning districts and subdistricts (where applicable)	**AG**	**R-1**	**R-2**	**R-2x**	**R-3**	**R-4**	**MX-N**	**MX-S**	**MX-C**	**MX-G**	**MX-I**	**Corridor**	**Node**	**Village**	**Fringe**	**Medial**	**Business**	**BP**	**LI**	**SI**	**Use-Specific Standards**
Automotive Repair Services, Major									P	S								P	S	S	
Fueling Station								P*	S*	S*				A*				S	S*	S*	Section 60.300.020D.11
Motor Freight and Warehousing									P	S*	P							P	S*	S*	Section 60.300.020D.14
Motor Vehicle Sales, Leasing or Storage									S	S*								S*	S*	S	Section 60.300.020D.15
Parking Garage					A*	A*				A*	S*	C*	C*	S*	C*	C*	C*	A*	A*	A*	Section 60.300.020D.19
Parking Lot	A	A	A	A	A	A	A*	A*	S	S	S	C*	C*	S*	I	I	I	S	S	S	Section 60.300.020D.20
Public Transportation Dispatch Facility										S	P	P	P	S		P	P	S	S	S	
Railroad Transportation																				S	
Industrial Uses																					
Manufacturing, Processing, and Commercial Services																					
Artisan Manufacturing							S	S	S	S	P	S	S	S	S	S	S				
Heavy Commercial Services									S	S	P							P	S	S	
Heavy Industry																				S*	Section 60.300.020E.1
Light Industry										P								S	S	S	
Recycling Transfer Facility									S	S	S							P	S	S	
Repair and Maintenance Shop				P*		S*	S*	S*	S*	S*		S*		S*				S	S	S	Section 60.300.020E.4

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Storage and, Distribution, and Wholesaling																					
Junkyard																				C*	Section 60.300.020E.2
Self Service Storage Facility									P*	S*	S				P*			P*	S*	S	Section 60.300.020E.6
Wholesale Facility									S*	S*	P							S*	S*	S*	Section 60.300.020E.7
Resource and Extraction																					
Landfill																				C	
Quarry	C*																		C*	C*	Section 60.300.020E.3
Sand or Gravel Excavation	I*	I*	I*	I*	I*	I*	I*	I*	I*	I*	I*	I*	I*	I*	I*	I*	I*	C*	C*	C*	Section 60.300.020E.5
Utility, Communication, and Energy Uses																					
Commercial Wireless Telecommunication Service (CWTS)																					Section 60.300.020F.1
Co-Located on Existing Structure	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	
Freestanding	P*						P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	P*	
Stealth on Existing Structure	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	
Communications Tower								P	P	P	P	P	P	P	S	P	P	S	S	S	
Geothermal Energy System	P	A*	A*	A*	A*	A*	A	A	A	A	A	A	A	A	A	A	A	A	P	P	
Solar Collector, Ground- or Building-Mounted	P*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	P*	P*	P*	Section 60.300.020F.2
Utility, Major	C*						C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	C*	Section 60.300.020F.3

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Zoning districts and subdistricts (where applicable)	**AG**	**R-1**	**R-2**	**R-2x**	**R-3**	**R-4**	**MX-N**	**MX-S**	**MX-C**	**MX-G**	**MX-I**	**Corridor**	**Node**	**Village**	**Fringe**	**Medial**	**Business**	**BP**	**LI**	**SI**	**Use-Specific Standards**
Utility, Minor	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Wind Energy Conversion System (WECS), Ground- or Building-Mounted	P*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	P*	P*	P*	Section 60.300.020F.3
Accessory Uses and Structures																					Section 60.300.020G.1
Accessory Dwelling Unit	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*				Section 60.300.020G.5
Animal Husbandry	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*				Section 60.300.020G.6
Billboard										A*									A*	A*	Section 60.300.020G.7
Drive-in Facility								A*	A*	A*	A*	A*	A*	A*				A*	A*	A*	Section 60.300.020G.8
Electric Vehicle Charging Station	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	A	
Fuel Tank	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	Section 60.300.020G.9
Garage	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*				Section 60.300.020G.10
Greenhouse	A	A*	A*	A*	A*	A*	A	A	A	A	A							A	A	A	Section 60.300.020G.11
Home Occupation	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*				Section 60.300.020G.12
Outdoor Eating Area				A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*			Section 60.300.020G.13
Recreational Vehicle Parking	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*							A*	A*	A*	Section 60.300.020G.14
Recycling Drop Box					A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	Section 60.300.020G.15
Related Service Facility	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	Section 60.300.020G.16

Table 300.01-1 Allowed Uses Table

S = Staff approval; P = Planning Commission approval; C = City Council approval; V = vacant use; I = interim use; A = accessory use; T = temporary permit; Blank cell = prohibited; Uses with an * = use-specific standards apply

	Residential and Agricultural						Mixed Use											Non-Residen-tial			
												MX-T			MX-D						
Zoning districts and subdistricts (where applicable)	**AG**	**R-1**	**R-2**	**R-2x**	**R-3**	**R-4**	**MX-N**	**MX-S**	**MX-C**	**MX-G**	**MX-I**	**Corridor**	**Node**	**Village**	**Fringe**	**Medial**	**Business**	**BP**	**LI**	**SI**	**Use-Specific Standards**
Residence for Caretaker or Security Guard										A*	A*							A*	A*	A*	Section 60.300.020G.17
Residential Management or Sales Office		A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*	A*				Section 60.300.020G.18
Swimming Pool or Tennis Court	**A**	**A***	**A***	**A***	**A***	**A***	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	Section 60.300.020G.19
Urban Agriculture	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	**A**	Section 60.300.020G.20
Temporary Uses																					
Carnival or Festival	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	Section 60.300.020H.1
Contractor's Office and Yard	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	Section 60.300.020H.2
Food Truck	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	Section 60.300.020H.3
Garage Sale	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	Section 60.300.020H.4
Seasonal Sales	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	Section 60.300.020H.5
Storage Container	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**T***	**A***	**A***							**A***	**A***	**A***	Section 60.300.020H.6

FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT NO. 1682400 - EXHIBIT A:

The Land referred to herein below is situated in the County of Olmsted, State of Minnesota, and is described as follows:

Lot 7, Block 1, WOOD LAKE PARK, Olmsted County, Minnesota.

NOTE: This property is Abstract

FIRST AMERICAN TITLE INSURANCE COMPANY
COMMITMENT NO. 1682400 - SCHEDULE B, PART II:

Numbers correspond with survey-related Schedule B exception items contained in the above referenced Title Commitment.

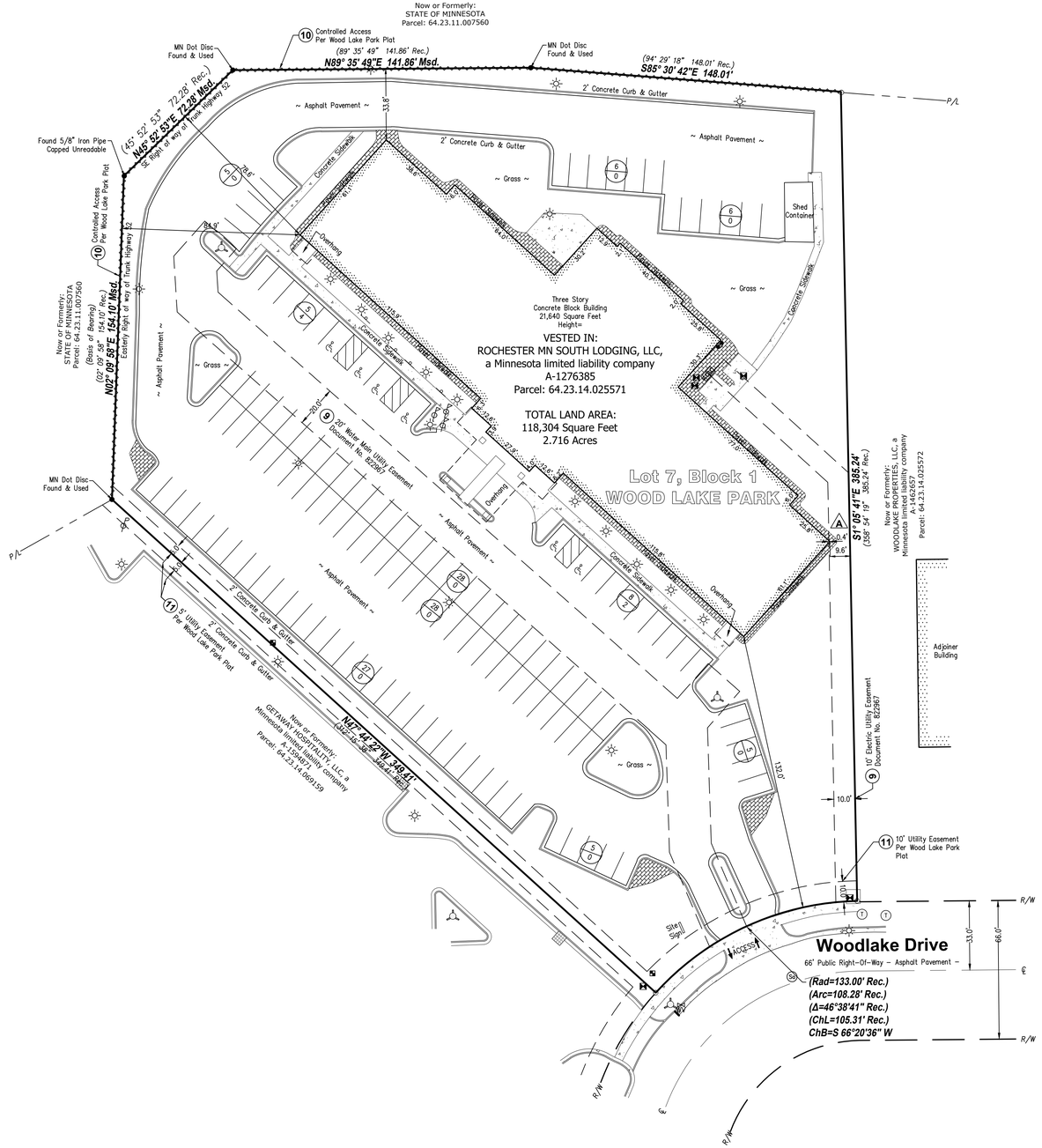
9. An easement for Electric and Water Main Purposes in the document recorded September 07, 1999 as Document No. 822967 of Official Records.
(AFFECTS THE SUBJECT PROPERTY – PLOTTED AND SHOWN HEREON)

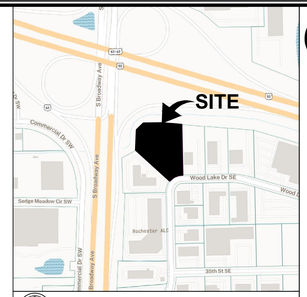
10. Access to Trunk Highway 63 and Trunk Highway 52 is controlled.
(AFFECTS THE SUBJECT PROPERTY – PLOTTED AND SHOWN HEREON)

11. Utility easement(s) as shown on the recorded plat.
(AFFECTS THE SUBJECT PROPERTY – PLOTTED AND SHOWN HEREON)

SYMBOL LEGEND

- R/W – Right-of-Way
- P/L – Adjoiner Property Line
- ℄ – Centerline
- (X) – Schedule B-Section II Item
- Rad – Radius
- Arc – Arc Length
- Δ – Delta Angle
- ChL – Chord Length
- ChB – Chord Bearing
- Calc. – Calculated
- (A) – Surveyor's Observation
- ● – Monumentation Found as Noted
- ○ – 5/8" Iron Pin w/Cap Set or to Be Set Stamped "MILLMAN 3303420723"
- (XX / XX) – No. of Regular Parking Spaces / No. of Handicap Parking Spaces
- Catch Basin
- (Sa) – Sanitary Manhole
- Fire Hydrant
- Water Meter
- Gas Meter
- AC – Air Condition Unit
- Cable T.V. Pedestal
- Electric Meter
- (T) – Telecommunication Manhole
- Handicap Space
- Sign
- Utility Pole
- Flag Pole
- Light Pole
- Brick Paver Area
- Concrete Area
- No Parking Area
- Building Area





VICINITY MAP
NOT TO SCALE

MISCELLANEOUS NOTES:

1. There is direct access to the subject property via Wood Lake Drive SE, a public right-of-way.
2. The locations of all utilities shown on the survey are from visible surface evidence only.
3. The posted address on site is 77 Wood Lake Drive SE, Rochester, MN.
4. At the time of this survey, there was no observable surface evidence of earth moving work, building construction or building additions within recent months.
5. At the time of this survey, there was no observable evidence of the subject property being used as a solid waste dump, sump or sanitary landfill.
6. At the time of this survey, there was no observable evidence of any recent changes in street right-of-way lines either completed or proposed, and available from the controlling jurisdiction.
7. At the time of this survey, there was no observable evidence of any recent street or sidewalk construction or repairs.
8. The Property surveyed and shown hereon is the same property described in Schedule A of First American Title Insurance Company Title Order No. 1682400 with a commitment date of September 30, 2025.
9. There are no appurtenant easements listed in the above referenced title commitment.

SURVEYOR'S OBSERVATIONS:

(A) Building encroaches onto 10' Electric Utility Easement by 0.4' at most.

BASIS OF BEARING:

The basis for all bearings shown hereon is the Easterly right-of-way line of Trunk Highway 52, known as being N 02°09'58" E, per Wood Lake Park of the Olmsted County Records.

CERTIFICATION:

To: FHAM LLC, Sunflower Bank, First American Title Insurance Company:

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, 6(a), 6(b) (if the client orders a zoning report), 7(a), 7(b1), 7(c), 8, 9, 13, 14, 16, 17,and 19 of Table A thereof. The field work was completed on October 13, 2025.

Date of Plat or Map: October 24, 2025.

I hereby certify that this survey was prepared by me or under my direct supervision and I am a duly licensed Land Surveyor under the laws of the State of Minnesota.

Marvin G. Lovlein, LS — Date
Minnesota Land Surveyor No. 17259

FLOOD ZONE:

By scaled map location and graphic plotting only, the subject property appears to lie entirely in Zone X-Unshaded (Areas determined to be outside the 0.2% annual chance floodplain.) according to the Flood Insurance Rate Map for the County of Olmsted, State of Minnesota, Community Panel No. 27109C0302F Effective Date April 19, 2017.

ZONING:

As of October 24, 2025, we have not yet received the current zoning information for the subject property.

PARKING:

123 Parking Spaces
6 Handicapped Spaces
129 Total Parking Spaces

TOTAL LAND AREA:

118,304 Square Feet
2.716 Acres

REVISION HISTORY

BY:	DATE:	COMMENT:

CBRE

Transforming the Industry
Land Surveys
Zoning Compliance
Environmental Consulting
Property Condition Assessment
Seismic Risk Analysis
Appraisal

Millman Surveying, Inc.
d.b.a CBRE Land Surveying
Corporate Headquarters
950 Main Avenue,
Cleveland, OH 44113
Phone: 800-520-1010
Fax: 330-342-0834
www.millmanland.com
landsurveyors@cbre.com

ALTA/NSPS LAND TITLE SURVEY PREPARED FOR:

FHAM, LLC
2955 E. 1st Avenue, Suite 200
Denver, Colorado 80206

77 Wood Lake Drive SE
City of Rochester
County of Olmsted
State of Minnesota
55904

NORTH

GRAPHIC SCALE
0' 30' 60'
1 INCH = 30 FT.

PRELIMINARY FOR REVIEW ONLY

SUBJECT TO CHANGE

Surveyor's Seal
Date Signed: _____

Sheet No. **1** of **1**

MSI Project No. 62223
PC: PMM
PM: TAR Drafter: GSO

4. Criteria for Rezoning Approval

a. General

If the application is for any amendment to the zoning map other than an amendment of FPO district boundaries or the boundaries of Flood Fringe (FF), Floodway (FW), or Flood Prone (FP) subdistricts within the FPO district, the Planning Commission shall recommend for approval, and the City Council may approve a rezoning request if determines that the following criteria are met:

1) The amendment must satisfy all of the following criteria:

   (a) The permitted uses allowed within the proposed zoning district will be appropriate on the subject property and compatible with adjacent properties and the neighborhood; and

   (b) The proposed amendment does not involve spot zoning.

2) In addition to the requirements in Section 60.500.040E.4.a.1), the amendment must satisfy at least one of the following criteria:

   (a) The area, as presently zoned, is inconsistent with the policies and goals of the Comprehensive Plan;

   (b) The area was originally zoned erroneously due to a technical or administrative error;

   (c) While both the present and proposed zoning districts are consistent with the Comprehensive Plan, the proposed district better aligns with the policies and goals of the Comprehensive Plan or other adopted City plans or policies, as determined by City Council;

   (d) The area has changed or is changing to such a degree that it is in the public interest to rezone to encourage development or redevelopment of the area consistent with the policies and goals of the Comprehensive Plan; or

   (e) The area includes lands identified as Decorah Edge and the amendment would provide for beneficial development that maintains typical urban density while preserving habitat and protecting processes that maintain groundwater quality and quantity.

   (f) The area includes lands identified on adopted City plans as an important natural or historic resource, and the amendment would provide for beneficial development that would protect those resources.

CITY OF ROCHESTER, MINNESOTA
Planning & Zoning Commission MINUTES

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

Cover Page

CD Memo - CD2025-008ZC - Woodlake Zone Change

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

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

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

NIM Summary - CD2025-008ZC - Woodlake Zone Change

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

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

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

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

Desmond McGeough presented the staff report.
Brandon Turner, Sunshine Behavioral Health, the applicant, spoke to the item.

The Public Hearing was opened. The following person spoke:
1. Brent Thatcher
The public hearing was closed.

A discussion ensued.

Motion to forward a recommendation of approval for Zoning Map Amendment CD2025-008ZC with the findings and support outlined in the Community Development Memo dated January 14, 2026, per staff recommendations.

MOVER: Jeremy C Andrist
SECONDER: Robert A Cline
AYES: Abdimajid (Axe) M Ahmed, Jeremy C Andrist, Jens P Boyum, Robert A Cline, Ruchi Gupta, Jonathon P Krull, Lisa Ross, Nicolas B.C. Yost
ABSENT: John Eischen
RESULT: APPROVED [UNANIMOUS]

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

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

MEETING DATE:
February 2, 2026

ORIGINATING DEPT:
Community Development

AGENDA SECTION:
Public Hearings

PRESENTER:
Ed Caples

Action Requested:

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

Report Narrative:

The applicant is proposing a Final Plat, to be known as Badger Heights Second, for the subdivision of 8.5 acres of land into 32 residential lots. The site is located northeast of the intersection of 50th Ave NW and Valleyhigh Rd NW. This is the second final plat for the Badger Heights development. A Major Land Subdivision, consisting of 84 residential lots and two outlots, was approved by the Council on May 19, 2025 (CD2025-007PLAT). The first final plat was approved on October 6, 2025 (CD2025-032PLAT), consisting of 32.5 acres of land and 55 residential lots. The proposed Badger Heights Second was previously Outlot A and Outlot B of the original Badger Heights Final Plat.

The underlying land use for the site is Low-Density Residential on the north portion and Medium-Density Residential along Valleyhigh Rd NW. The Council approved the annexation of the subject property (CD2025-002ANX) on May 19, 2025, along with the Major Land Subdivision request.

The style of development proposed is compatible with the existing development to the east and the planned development to the north, south, and west. The site will gain direct access from 50th Ave NW and Valleyhigh Rd NW. Additional access to the site will come from the existing Badger Hills Third Subdivision to the east from 35th St NW and from the Savannah Rochester planned townhome development from the north, which will connect the site to Badger Hills Dr NW. The final plat exhibit is consistent with the Major Land Subdivision for Badger Heights, the underlying R-2 zoning district, and the P2S Comprehensive Plan Land Use Designation.

The Development Review Team is recommending approval with the following conditions:
1. Prior to the recordation of the Final Plat, Civil Plans, Grading Plans, and Stormwater Management Plans for the Badger Heights Second subdivision must be approved by Rochester Public Works.

2. Prior to the recordation of the Final Plat, a City-prepared Revocable Permit and Agreement is required for the proposed retaining wall to be located within the 20-foot-wide drainage and utility easement located adjacent to the east property line of Lots 1 through 5, Block 3.

3. Prior to the recordation of the Final Plat, dedication of a 5-foot-wide pedestrian facilities easement is required for the pedestrian path that will be constructed on the private property adjacent to the north

property line of proposed Block 3.

4. Prior to the recordation of the Final Plat, the required Parkland Dedication fee shall be paid to the Rochester Parks & Recreation Department.

5. Prior to the recordation of the Final Plat, the required Final Plat GIS fees shall be paid to Olmsted County Public Works.

Priorities & Foundational Principles:

Inclusive Growth Management
Fiscal Responsibility and 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:

March 19, 2025: Neighborhood Information Meeting - Major Land Subdivision
April 23, 2025: Planning Commission - Forwarded a recommendation approving CD2025-007PLAT
May 19, 2025: Council - Approved Major Land Subdivision CD2025-007PLAT
October 6, 2025: Council - Approved Final Plat CD2025-032PLAT
January 16, 2026: Public notices mailed to residents within the required mailing distance

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:

Elliot Mohler

Attachments:

Community Development Memo - CD2026-002PLAT Badger Heights Second

Development Process - CD2026-002PLAT Badger Heights Second

Notification Map - CD2026-002PLAT Badger Heights Second

Location Map Exhibit - CD2026-002PLAT Badger Heights Second

Final Plat Exhibit - CD2026-002PLAT Badger Heights Second

Review Comments - CD2026-002PLAT Badger Heights Second

Final Plat Criteria - CD2026-002PLAT Badger Heights Second

Resolution - CD2026-002PLAT Badger Heights Second

ROCHESTER COMMUNITY DEVELOPMENT

City of Rochester
4001 West River Parkway NW, STE 100
Rochester, MN 55901-7090

Website: www.rochestermn.gov/cd
Email: communitydevelopment@rochestermn.gov
Phone: 507-328-2600

City Council	**February 2, 2026**
Prepared By:	Rochester Community Development Department
Request:	Final Plat No. CD2026-002PLAT, by West 34 Partners LLC, to be known as Badger Heights, for the subdivision of 8.5 acres of land into 32 residential lots.
Location:	The site is located northeast of the intersection of 50th Ave NW and Valleyhigh Rd NW.
Applicant:	West 34 Partners LLC

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 is 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. The status of satisfying the 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 the recordation of the Final Plat, updated Civil Plans, Grading Plan, and Stormwater Management Plan for the Badger Heights Second subdivision must be approved by Rochester Public Works.

2. Prior to the recordation of the Final Plat, a City-prepared Revocable Permit and Agreement is required for the proposed retaining wall to be located within the 20-foot-wide drainage and utility easement located adjacent to the east property line of Lots 1 through 5, Block 3.

3. Prior to the recordation of the Final Plat, dedication of a 5-foot-wide pedestrian facilities easement is required for the pedestrian path that will be constructed on the private property adjacent to the north property line of proposed Block 3.

4. Prior to the recordation of the Final Plat, the required Parkland Dedication fee shall be paid to the Rochester Parks & Recreation Department.

5. Prior to the recordation of the Final Plat, the required Final Plat GIS fees shall be paid to Olmsted County Public Works.

PROJECT SUMMARY

The applicant is proposing a Final Plat, to be known as Badger Heights Second, for the subdivision of 8.5 acres of land into 32 residential lots. The site is located northeast of the intersection of 50th Ave NW and Valleyhigh Rd NW. This is the second final plat for the Badger Heights development. A Major Land Subdivision, consisting of 84 residential lots and two outlots, was approved by City Council on May 19, 2025 (CD2025-007PLAT). The first final plat was approved on October 6, 2025 (CD2025-032PLAT), consisting of 32.5 acres of land and 55 residential lots. This Final Plat was previously Outlot A and Outlot B of the original Badger Heights subdivision.

The underlying land use for the site is Low-Density Residential on the north portion and Medium-Density Residential along Valleyhigh Rd NW. The City Council approved the annexation of the subject property (CD2025-002ANX) on May 19, 2025, along with the Major Land Subdivision request.

The style of development proposed is compatible with the existing development to the east and the planned development to the north, south, and west. The site will gain direct access from 50th Ave NW and Valleyhigh Rd NW. Additional access to the site will come from the existing Badger Hills Third Subdivision to the east from 35th St NW and from the Savannah Rochester planned townhome development from the north, which will connect the site to Badger Hills Dr NW. The final plat exhibit is consistent with the Major Land Subdivision for Badger Heights, the underlying R-2 zoning district, and P2S Comprehensive Plan Land Use Designation.

CD2026-002PLAT – ZONING SUMMARY TABLE	
Land Use/ Zoning	The underlying land use is Low-Density Residential and Medium-Density Residential along Valleyhigh Rd NW. The subject site is zoned R-2 (Single-Family Small Lot).

	East: The properties to the east along Valleyhigh Rd NW are zoned Medium Density Residential. The remaining properties east of the site are zoned R-1 (Mixed Single-Family) and R-2. **West:** The property to the west is zoned as H (Holding Zone) and is awaiting a zoning district designation based on the future development of the Highland Hillls Development site. The underlying land use for this parcel is Low-Density Residential. **North:** The property to the north is zoned R-2 Single-Family Small Lot. A Major Land Subdivision has for the Savannah Rochester Townhome Development (CD2025-025PLAT). **South:** The property to the south is zoned R-3 (Medium Density Residential).
Streets and Access	The subdivision will gain direct access from 50th Ave NW and Valleyhigh Rd NW. Additional access will be available through the existing development to the east via 35th St NW and from the proposed development to the north, which will connect the site to Badger Hills Dr NW.
Grading & Stormwater Management	Grading Civil, and Stormwater Management Plans are approved for this subdivision.
Wetlands/Decorah Edge/Floodplain	This site does not contain Decorah Edge or Floodplain. A wetland delineation for the project (R2024-022WET) has been completed by the applicant and approved by Olmsted County (Local Governmental Unit).
Public Facilities	Presently, public facilities exist to service the site. A City-prepared Development Agreement will be provided to the Owner for execution. Full execution of the Development Agreement by Owner and City and recording of the agreement by the City is required prior to recordation of the Final Plat for Badger Heights A condition of approval has been included requiring for the executed and recorded development agreement prior to final plat recordation.
Utilities	Presently, public utilities exist to service the site. The property is within the NW High Level Water System Area (tower working elevation 1280'). The anticipated static water pressures will range from low 40's to high 70's PSI.
Parkland Dedication	The plat will create 53 single family residential units and is responsible for 1.29 acres of parkland dedication. There is a park located approximately 0.5 miles from this development off Alpha Parkway NW. Parkland dedication will be required via cash-in-lieu of land dedication. A condition of approval has been included requiring the payment of the Parkland Dedication fee prior to the Final Plat recordation.

PRELIMINARY PLAT CONDITIONS OF APPROVAL (CD2025-007PLAT)

The Major Land Subdivision for Badger Heights was approved with the following ten conditions for approval:

1. Prior to the Final Plat submittal, Stormwater Management, Civil, and Grading Plans shall be approved.

   The Stormwater Management, Civil and Grading Plans for the first Badger Heights Final Plat have been approved. Stormwater Management, Civil, and Grading Plans for Badger Heights Second have been submitted. Approval of these plans is conditioned on this Final Plat.

2. Prior to the Final Plat submittal, a City-prepared Development Agreement must be approved.

   Completed during the first Final Plat.

3. Prior to the Final Plat submittal, a Traffic Impact Report or waiver must be submitted to Public Works.

   Completed

4. Prior to the Final Plat submittal, the plat exhibit shall be revised to show the street connection on the north property line in alignment with the proposed roadway in the approved Badger Hills GDP for the adjacent property to the north.

   Completed during the first Final Plat for the Badger Heights subdivision.

5. Prior to the Final Plat submittal, dedication of a pedestrian facilities easement is required for the parts of the existing pedestrian path adjacent to 50th Ave NW that are located on private property.

   Completed

6. Prior to the Final Plat submittal, RPU Electric comments shall be addressed.

   Completed

7. Prior to the Final Plat submittal, RPU Water comments shall be addressed.

   Completed

8. Prior to the Final Plat submittal, Rochester Fire Department comments shall be addressed.

   Completed

9. Prior to the Recordation of the Final Plat, the applicant shall meet their parkland dedication obligation.

   Included as a condition of approval of the Final Plat application.

10. Prior to the Recordation of the Final Plat, the applicant shall meet their boulevard tree obligation.

Permit approved; Boulevard Tree Green Facilities Agreement placed on October 6, 2025, City Council Consent Agenda.

DEVELOPMENT REVIEW TEAM RECOMMENDATION:

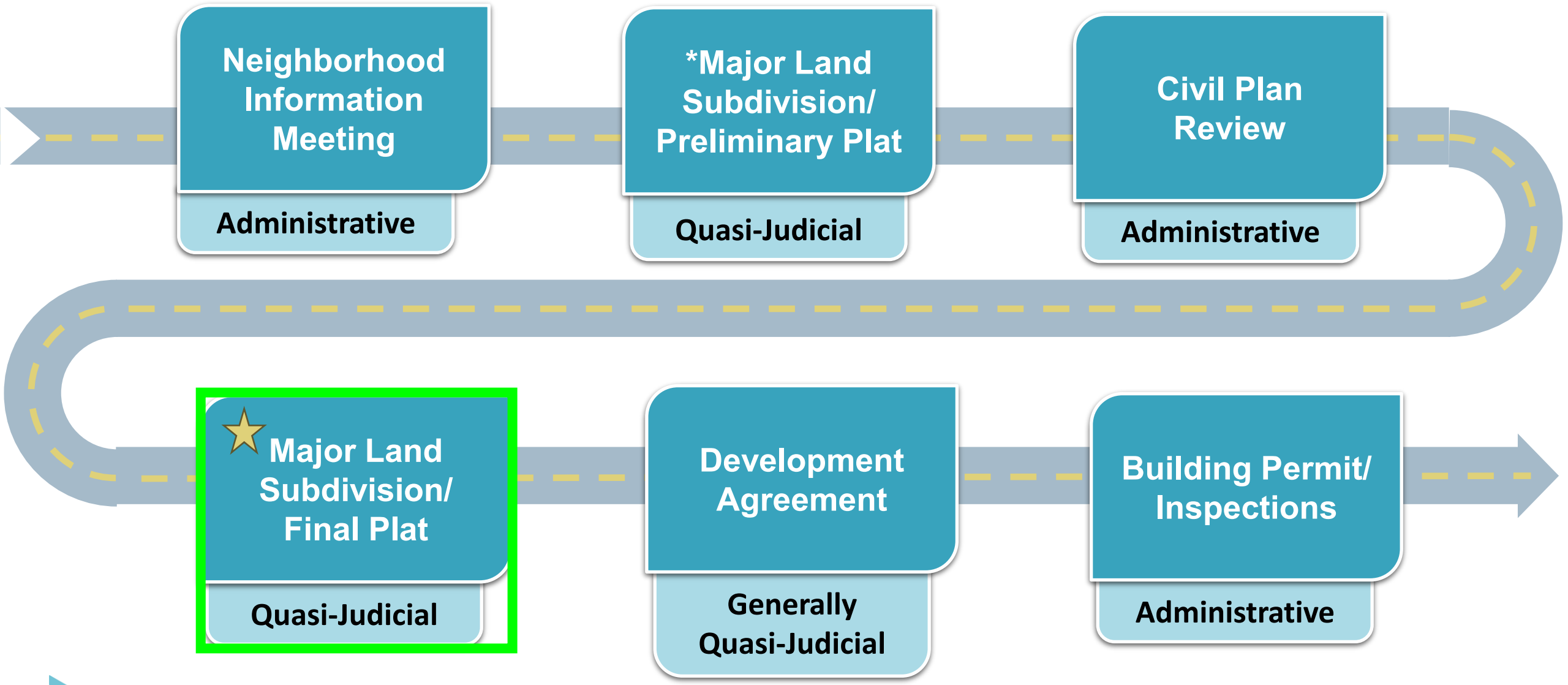
The Community Development Team has reviewed the Badger Heights Final Plat for conformance with the Unified Development Code and finds that the Criteria for final plat approval are met (Section 60.500.040G.4).

The Community Development Team recommends APPROVAL WITH CONDITIONS, as outlined in the Planning Commission / Council Summary above.

ATTACHMENTS

1. Development Process
2. Notification Map
3. Location Map
4. Final Plat Exhibit
5. Review Comments
6. Major Land Subdivision Findings

Badger Heights Second Final Plat

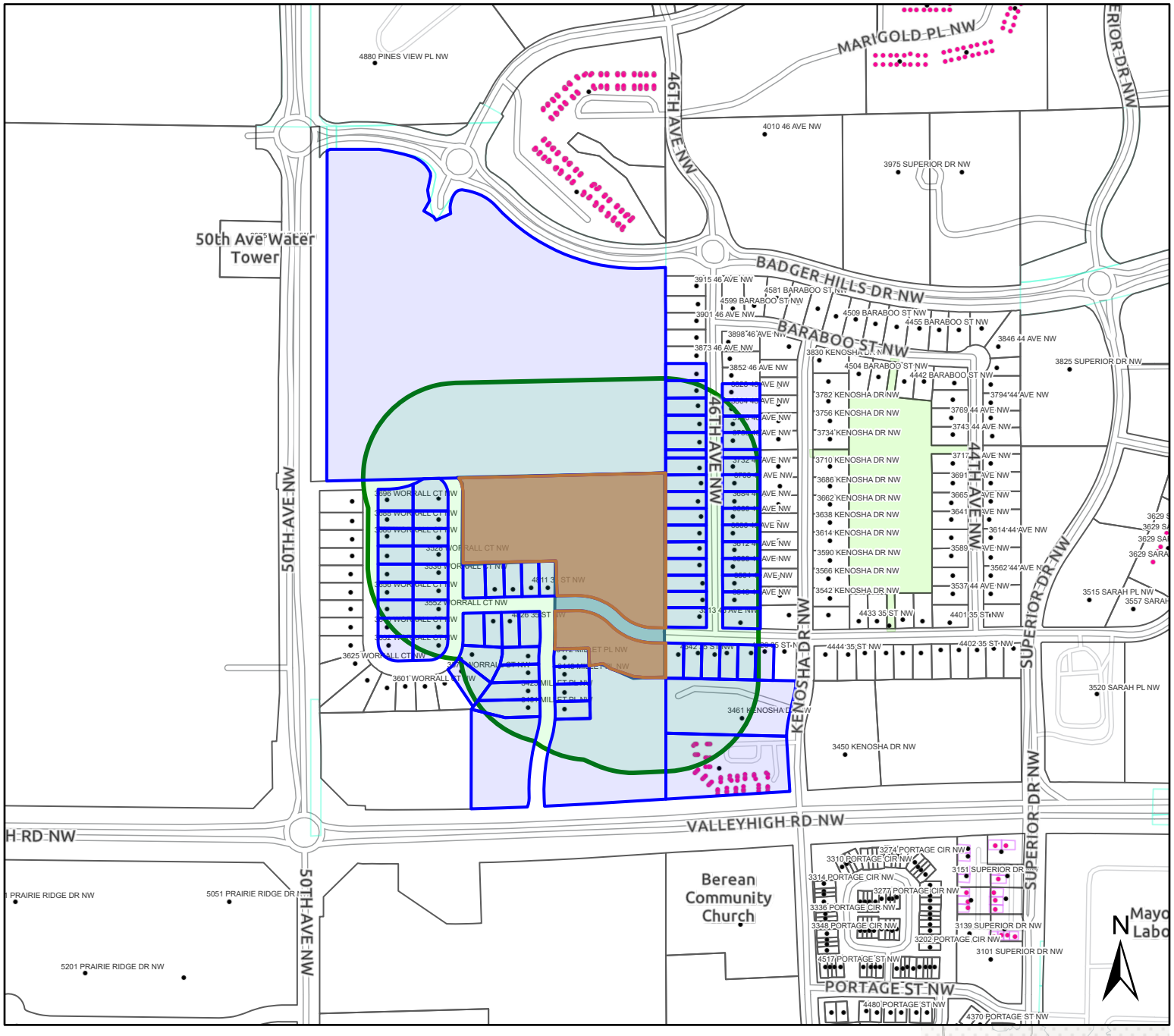


CD2026-002PLAT - West 34 Partners, LLC

1/7/2026 Olmsted County Geographic Information Systems

0 0 0.1 0.1 0.1 mi

Scale: 1:9,028



Site of Interest

Notification Locations

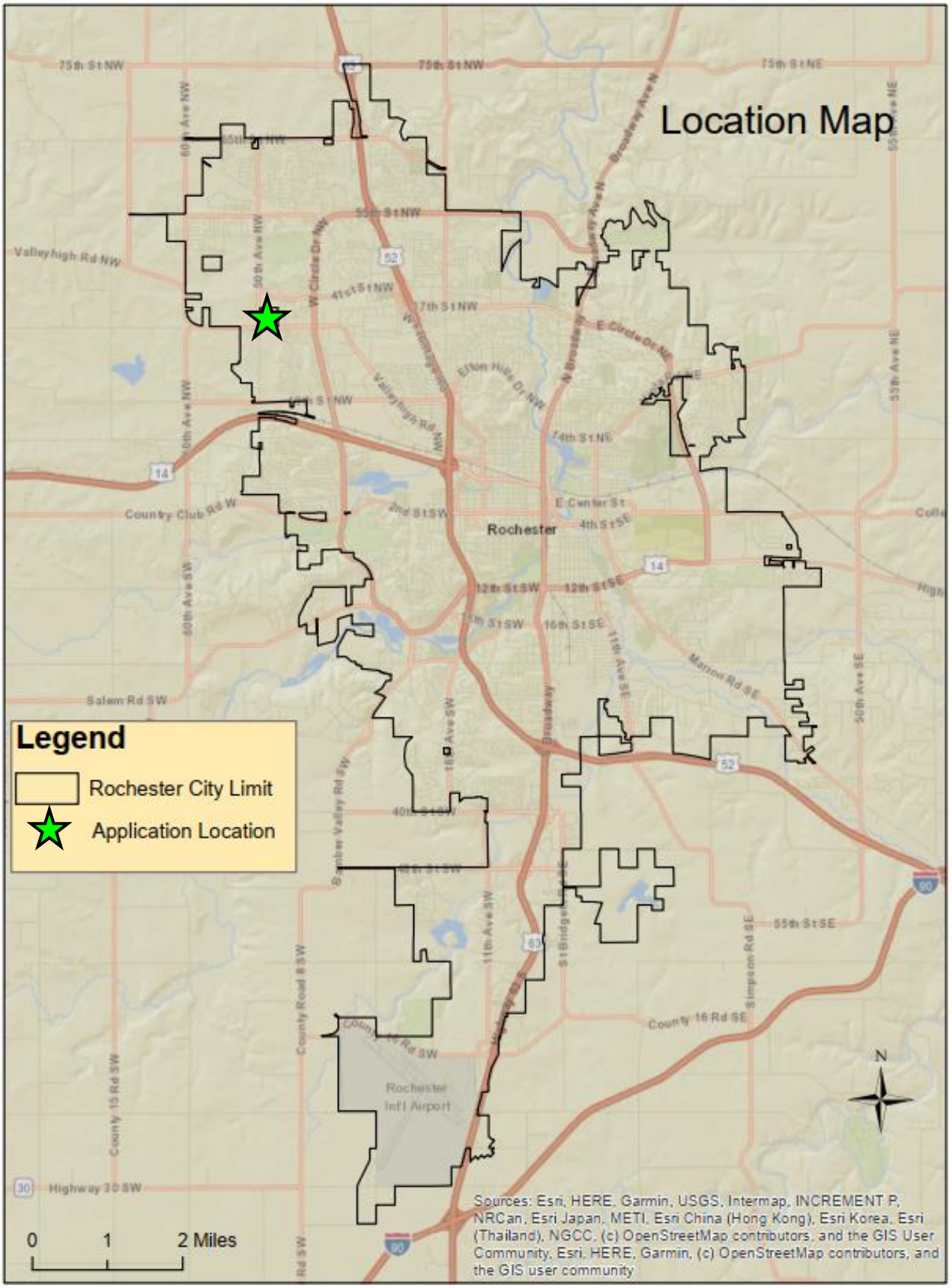
Notification Perimeter

Final Plat #CD2026-002PLAT, by West 34 Partners, LLC, to be known as Badger Heights Second Addition, for the subdivision of 8.5 acres into 32 residential lots. The site is located northeast of the intersection of 50th Ave NW and Valleyhigh Rd NW.
PINs: 089875, 089876
Ward 3
Notif Area: 350'



OLMSTED COUNTY MINNESOTA

This document is not guaranteed to be 508C. For accessible maps, please contact the author or Olmsted County GIS. Olmsted County is not responsible for omissions or errors contained herein. If discrepancies are found within this map please notify Olmsted County GIS at (507) 328-7100, gissupport@olmstedc
Public Works Service Center 1188 50 St SE, Rochester, MN 55904.
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

BADGER HEIGHTS
SECOND ADDITION

KNOW ALL PERSONS BY THESE PRESENTS: That West 34 Partners LLC, a Minnesota limited liability company, owner of the following described property situated in the County of Olmsted, State of Minnesota to wit:

Outlot A and Outlot B, BADGER HEIGHTS, according to the recorded plat thereof, Olmsted County, Minnesota

Has caused the same to be surveyed and platted as BADGER HEIGHTS SECOND ADDITION and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said West 34 Partners LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20_____.

Signed: West 34 Partners LLC

By: _____
Jeffrey Brown, Chief Manager

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20_____, by Jeffrey Brown, Chief Manager of West 34 Partners LLC, a Minnesota limited liability company.

_____(Signature)

_____(Print)

Notary Public, _____ County, Minnesota

My Commission Expires _____.

SURVEYOR'S CERTIFICATE

I, Daniel Ekrem, 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_____

_____
Daniel Ekrem, Licensed Land Surveyor
Minnesota License No. 57366

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20_____, by Daniel Ekrem, Licensed Land Surveyor, Minnesota License No. 57366.

_____(Signature)

_____(Print)

Notary Public, _____, Minnesota

My Commission Expires _____.

CITY APPROVAL
CITY OF ROCHESTER
COUNTY OF OLMSTED
STATE OF MINNESOTA

This plat of BADGER HEIGHTS SECOND ADDITION was approved and accepted by the City Council of the City of Rochester, Minnesota at a regular meeting thereof on the _____ 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_____.

By:_____
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 this _____ day of _____, 20_____, at ____ o'clock ____. M., and was duly recorded in the Olmsted County Records.

_____
Director of Property Records & Licensing

_____
By: Deputy

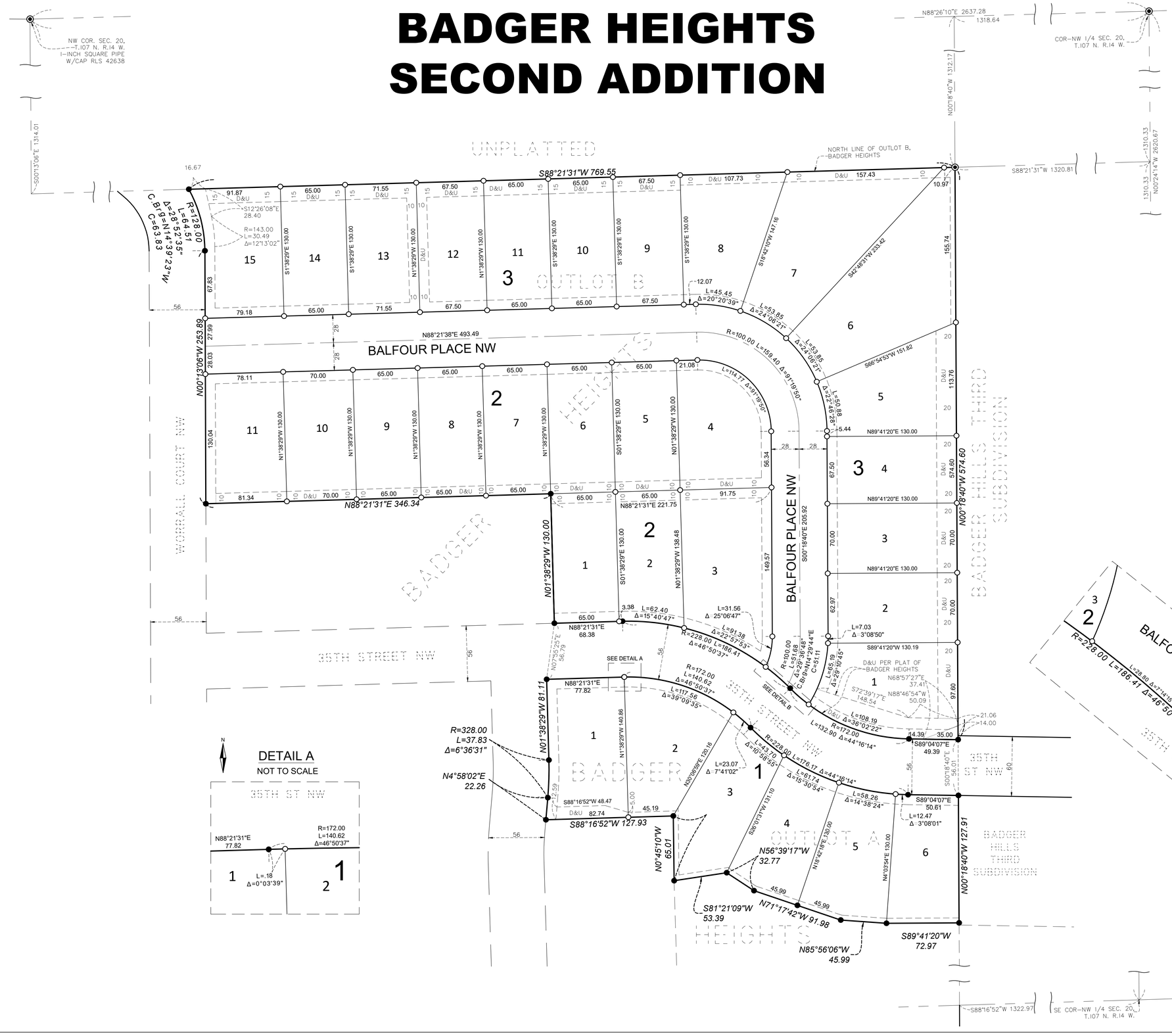
OLMSTED COUNTY ENGINEER

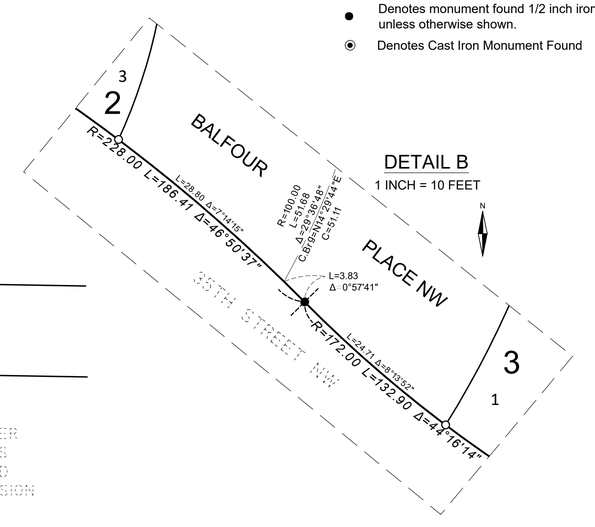
Recommended for approval this _____ day of _____, 20

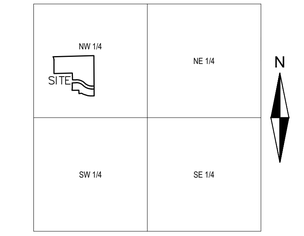
_____
Olmsted County Engineer

ALLIANT
www.alliant-inc.com

BADGER HEIGHTS SECOND ADDITION



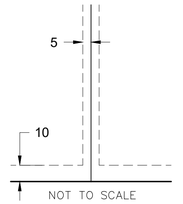




VICINITY MAP

S. 20, T. 107N, R. 14W
NOT TO SCALE

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 5 feet in width and adjoining lot lines and 10 feet in width and adjoining street lines as shown on this plat, unless otherwise shown.

THE NORTH LINE OF OUTLOT B OF BADGER HEIGHTS HAS AN ASSUMED BEARING OF S88°21' 31"W".

LEGEND

- ○ Denotes 1/2 inch x 18 inch iron monument set marked by license no. 57366, unless otherwise shown.
- ● Denotes monument found 1/2 inch iron pipe, unless otherwise shown.
- ◉ Denotes Cast Iron Monument Found

Scale in feet
0 50 100 150

ALLIANT
www.alliant-inc.com

Agency Review Comments

Application No: CD2026-002PLAT

1/15/2026 **County GIS/E911**

See attached GIS referral document BadgerHeightsSecondFP_Referral.pdf - fees are required.

1/16/2026 **Fire Review**

1/8/2026 **LGU**

There are no Wetland or Decorah Edge related concerns with this project. A wetland delineation application was approved and a wetland exemption application was approved for the Plat. The R2025-002WET exemption NoD was uploaded to the documents section

1/8/2026 **Park and Rec Review**

See attached comment in Accela software.

1/20/2026 **Public Works Review**

See attached comment in Accela software.

1/9/2026 **RPU Electric Review**

There are no comments from this agency at this time.

1/8/2026 **RPU Water Review**

RPU Water Dept. has no objections to the final plat application. Any required easements outside of the final plat boundary will need to be recorded via separate document(s). RPU Water Departments first review of the construction plans was done on 1/8/2026 with revisions required. See also RPU Water Dept. informational letter dated 1/8/2026 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: Badger Heights 2nd Major Land Subdivision
(PINs 89875 &89876)
(Outlot A and Outlot B, Badger Heights Subdivision)

DATE: 1/16/26

The Department of Public Works has reviewed the application for Major Land Subdivision CD2026-002PLAT, and the proposed Badger Heights 2nd development. The following are item(s) that need to be addressed prior to Final Plat application:

1. Civil Plans, Grading Plan, & Stormwater Management Plan have been submitted for review, and approval will be required as part of the subdivision approval process for this property. The utility design and layout depicted within the Major Land Subdivision application documents should be considered conceptual.. For stormwater related questions, contact Seth Loken at sloken@rochestermn.gov. For civil plan related and city owner contract related questions, contact Kyle Mittlieder at kmittlieder@rochestermn.gov.

2. A City-prepared Revocable Permit and Agreement is required for the proposed retaining wall to be located within the 20-foot wide drainage and utility easement located adjacent to the east property line of Lots 1 through 5, Block 3.

3. Dedication of a 5-foot wide pedestrian facilities easement is required for the pedestrian path that will be constructed on the private property adjacent to the north property line of proposed Block 3.

Other comments that are not conditions of approval:

1. The TIR waiver is approved for this application.

2. There is an existing Development Agreement for the Property, and as such, development is subject to the terms of the Agreement.

3. Execution of a City-Owner Contract, and dedication of any applicable on and off-site public easements is required prior to construction of the public infrastructure for development of the Property.

4. Public Works collected development charges/fees applicable to the Property include a Trunk Sanitary Sewer Rate Charge (TSR) – West Zumbro District and a Water Availability Charge (WAC). The Storm Water Management Plan Area Charge (SWMPAC) applicable to the property has already been paid by the Owner per the terms of the 2015 50th Avenue NW Stormwater Pond Expansion Settlement Agreement between the Owner and the City. Development is also subject to incidental charges for items such as street signage and pedestrian ramps. Calculation and timing for payment of these development charges will be addressed in City-Owner Contract and / or Development Agreement.

5. Individual lot development is subject to a Plant Investment Fee (PIF) that collected as part of the Building Permit approval process.

6. Construction of pedestrian facilities along the public street frontages is required concurrent with individual lot development.

Sent to Planning Department via Accela only

ROCHESTER PARK AND RECREATION
DEPARTMENT REFERRAL COMMENTS FORM

DATE: January 8, 2026

TO: Community Development

RE: Badger Heights Second Addition
CD2026-002 Plat

Acreage of plat……	8.5 acres
Number of dwelling units……..	32 units
Density factor……	.0244
Dedication ……	.78 acres
Fair market value of land……	$33,195 per acre

PARK DEDICATION REQUIREMENTS

- Subdivision of land will be required for this development and so the parkland dedication ordinance is in effect. The current plat with 32 units is responsible for .78 acres of parkland dedication. The site is located roughly .5 miles from a future park off Alpha Parkway NW. As such payment will be required in the form of cash-in-lieu of land with the cash amount based on the 2026 Olmsted County per acre value of the land. The cash-in-lieu payment is required to be paid to the City of Rochester Park and Recreation Department prior to recordation of any final plats or approval of site development plan(s). The value of the land is $33,195 per acre based on Olmsted County's assessed value. The total cash-in-lieu payment required is $25,892.10 ($33,195 * .78 = $25,892.10).

TREE REQUIREMENTS

- Boulevard trees noted on landscapes plan must be approved separately via a boulevard tree planting permit issued by the Parks and Recreation Department. City policy is to plant large stature species where ever possible in order to maximize tree benefits. Boulevard Trees are required at 35 foot spacing for commercial zoned properties and 50 foot spacing in residential zoned properties. As part of the permit process Forestry staff will review the landscape plan for species, locational criteria, and site conditions. If you are seeking a planting permit you can email a boulevard tree planting application and proposed planting plan to JHaberman@rochestermn.gov . A boulevard tree planting application, approved boulevard species list and planting information sheet is available through the Forestry Division webpage https://www.rochestermn.gov/government/departments/parks-and-recreation/forestry/forestry-permits or you can call 507-328-2515.

- Tree planting must be in accordance with Public Works Specifications and Standards Detail Plates for Tree Planting, Preservation and Protection https://www.rochestermn.gov/government/departments/public-works/specifications-standards

Jeff Feece
201 Fourth Street SE, Room 150
Rochester, MN 55904-3769
Phone: 507-328-2540
jfeece@rochestermn.gov

- All boulevard trees are public property and cannot be removed without a permit. Approved permits for tree removal will be subject to a canopy loss fee being paid based on the total diameter inches of trees being removed. Contact Jhaberman@rochestermn.gov to request permit for tree removal. All existing public trees must have tree protection installed in accordance with City of Rochester Public Works Specifications and Standards Detail Plates for Tree Planting, Preservation and Protection. https://www.rochestermn.gov/government/departments/public-works/specifications-standards

- Irrigation systems are not allowed in the public right of way. This includes the area between the street and sidewalk. Neighborhoods without sidewalks still have dedicated right of way outside of the roadway.

- In the case where there is no available Right of Way for Tree planting or some other obstruction preventing the planting of trees, payment will be made to the city for the required number of trees and the trees will be planted in another location determined by the Parks and Recreation department.

Jeff Feece
201 Fourth Street SE, Room 150
Rochester, MN 55904-3769
Phone: 507-328-2540
jfeece@rochestermn.gov

ROCHESTER PUBLIC UTILITIES
WE PLEDGE, WE DELIVER

City of Rochester
4000 East River Road NE
Rochester, MN 55906-2813

Phone: 507-280-1500
Fax: 507-280-1542

January 8, 2026

COMMUNITY DEVELOPMENT DEPARTMENT
4001 West River Pkwy NW, Suite 100
Rochester, MN 55901

REFERENCE: Final Plat CD2026-002PLAT by West 34 Partners, LLC to be known as Badger Heights Second Addition

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. The property is within the NW High Level Water System Area (tower working elevation 1280'). The anticipated static water pressures will range from mid 40's to low 60's PSI within this property using elevations 1148' to 1175'.

Please contact us at 507-280-1505 if you have questions.

Very truly yours,

Wade Neubauer
Water

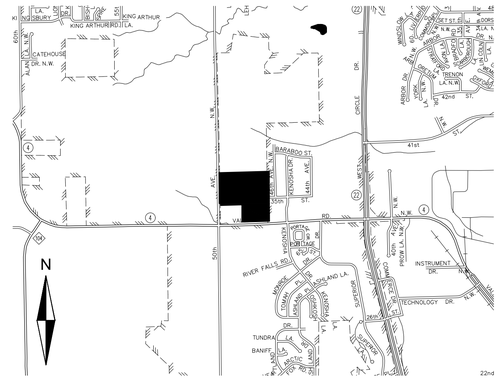
C: Luke Payne, RPU
Wade Neubauer, RPU
Brent Bunke, RPU
Mark Baker, City Public Works
Jamie Miller, City Public Works
Jason Fife, Fire Marshal
Mark Rausch, Alliant Engineering Inc.
Jeffrey Brown, West 34 Partners LLC

Badger Heights
2nd Addition
Rochester, Minnesota

REMINDER TO SUBMIT THE FINAL SIGNED PLAN, APPLICATION, AND FEE TO MN DEPT. OF HEALTH FOR THEIR REVIEW & APPROVAL.

REVIEWED BY RPU-WATER
weneub, 1/8/2026, 11:54:39 AM





CONTACT LIST

DEVELOPER
West 34 Partners, LLC
2705 Highway 14 West
Rochester, MINNESOTA 55901
Email: ian@integrateproperties.com
Email: jbrown@northrockre.com
Contact: Ian Peterson & Jeffrey Brown

CONSULTANT
Alliant Engineering, Inc.
Marquette Avenue South, Suite 700
Minneapolis, MN 55402
Phone: 612.758.3080
Fax: 612.758.3099

ENGINEER
Ben Palazzolo
License No. 61668
Email: bpalazzolo@alliant-inc.com

SURVEYOR
Dan Ekrem
License No. 57366
Email: dekrem@alliant-inc.com

LANDSCAPE ARCHITECT
John Gronhovd
License No. 59233
Email: jgronhovd@alliant-inc.com

PLAN SUBMISSION/REVISION MATRIX

#	SHEET DESCRIPTION	20260107
1	Cover Sheet	X
2	Existing Conditions	X
3-5	Details	X
6	Site & Signage Plan - Overall	X
7	Site & Signage Plan	X
8	Grading & Drainage Plan	X
9	Grading & Drainage Plan - View A	X
10	Grading Hold Down Details	X
11	Erosion & Sediment Control Plan	X
12	Erosion & Sediment Control Plan - View A	X
13	Erosion & Sediment Control Notes & Details	X
14	Sanitary Sewer & Watermain Plan	X
15	Sanitary Sewer & Watermain Plan & Profile	X
16-17	Sanitary Sewer & Watermain Plan & Profile View B	X
18	Storm Sewer Plan	X
19-23	Street and Storm Sewer Plan and Profiles	X
24	Street Intersection Detail	X
25	Landscaping Plan - Overall	X
26	Landscaping Plan - Enlargement	X
27	Landscaping Details	X

NEED THE CITY OF ROCHESTER / RPU WATER DEPT. SIGNATURE BLOCK PLUS LABEL THE CITY J#. OBTAIN THE CITY J# FROM THE PUBLIC WORKS DEPARTMENT.

ALLIANT
www.alliant-inc.com

Badger Heights
Rochester, Minnesota
2nd Addition - Final Plat
COVER

DESCRIPTION	DATE
City Submittal	1-7-2026

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 Civil Engineer under the laws of the State of Minnesota.

Ben Palazzolo
61668
Date License no.

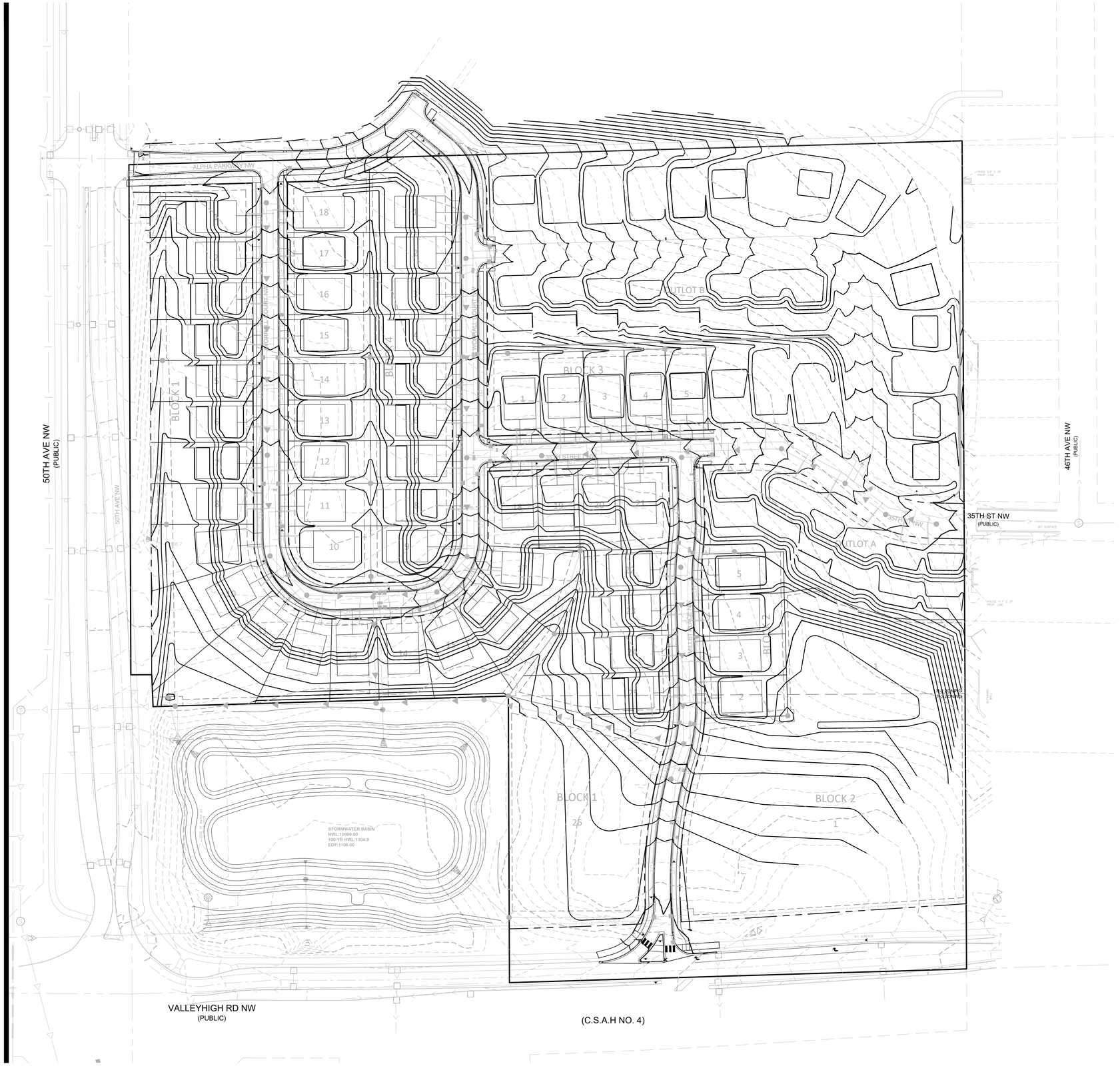
QA/QC CHECK
By Date

PROJECT TEAM DATA
Designed By: BJP
Drafted By: BJP, TMA, DJB
Project No.: 4000344-00

1

Sheet 1 of 27

Location: X:\4000344-00\01\40 Design\02 Sheets - CD Phase 2\COVER.dwg Plotted By: Ben Palazzolo on January 7, 2026 at 1:17:03 AM



LEGEND:

- EASEMENT LINE
- BUILDING SETBACK
- PROPERTY LINE
- LOT LINE
- ROW
- STREET SIGN
- EXISTING STORM SEWER
- EXISTING DRAIN TILE
- EXISTING SANITARY SEWER
- EXISTING WATERMAIN
- EXISTING CATCH BASINS
- EXISTING SANITARY MANHOLE
- EXISTING GATE VALVE
- EXISTING HYDRANT
- PRE MASS GRADING CONTOUR
- MASS GRADED CONTOUR
- CITY POND GRADING CONTOUR (BY OTHERS)

N

0 40 80 160

SCALE IN FEET

811 Know what's below. Call before you dig. Dial 811

ALLIANT

www.alliant-inc.com

Badger Heights

Rochester, Minnesota

2nd Addition - Final Plat

Existing Conditions

DATE	DESCRIPTION
1-7-2026	City Submittal

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 Civil Engineer under the laws of the State of Minnesota.

Ben Palazzolo

61668

Date License no.

QA/QC CHECK

By Date

PROJECT TEAM DATA

Designed By: BJP

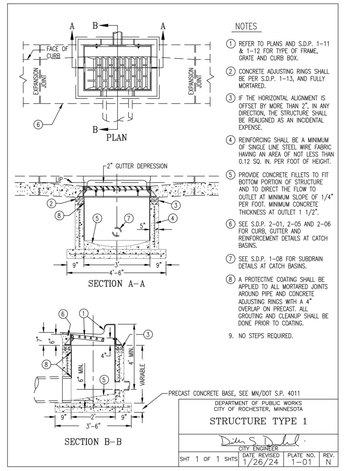
Drafted By: BJP, TMA, DJB

Project No.: 4000344-00

2

Sheet 2 of 27

Location: X:\4000344-00\01\dwg\02 Sheets - CD Phase 2\xxxx.dwg Plotted By: Ben Palazzolo on January 7, 2026 at 7:21:01 AM



NOTES

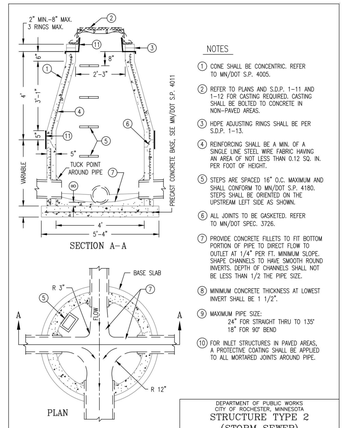
1. REFER TO PLANS AND S.D.P. 1-11 & 1-12 FOR TYPE OF FRAME, GRATE AND CURB BOX.
2. CONCRETE ADJUSTING RINGS SHALL BE PER S.D.P. 1-13, AND FULLY MORTARED.
3. IF THE HORIZONTAL ALIGNMENT IS OFFSET BY MORE THAN 2", IN ANY DIRECTION, THE STRUCTURE SHALL BE REALIGNED AS AN INCIDENTAL EXPENSE.
4. REINFORCING SHALL BE A MINIMUM OF SINGLE LINE STEEL WIRE FABRIC HAVING AN AREA OF NOT LESS THAN 0.12 SQ. IN. PER FOOT OF HEIGHT.
5. PROVIDE CONCRETE FILLETS TO FIT BOTTOM PORTION OF STRUCTURE AND TO DIRECT THE FLOW TO OUTLET AT MINIMUM SLOPE OF 1/4" PER FOOT. MINIMUM CONCRETE THICKNESS AT OUTLET 1 1/2".
6. SEE S.D.P. 2-01, 2-05 AND 2-06 FOR CURB, GUTTER AND REINFORCEMENT DETAILS AT CATCH BASINS.
7. SEE S.D.P. 1-08 FOR SUBDRAIN DETAILS AT CATCH BASINS.
8. A PROTECTIVE COATING SHALL BE APPLIED TO ALL MORTARED JOINTS AROUND PIPE AND CONCRETE ADJUSTING RINGS WITH A 4" OVERLAP ON PRECAST. ALL GROUTING AND CLEANUP SHALL BE DONE PRIOR TO COATING.
9. NO STEPS REQUIRED.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA

STRUCTURE TYPE 1

CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
1 OF 1 SHTS	1/26/24	1-01	N



NOTES

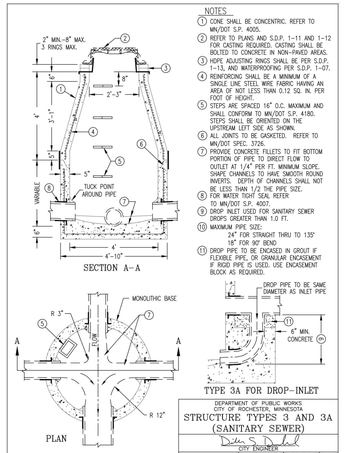
1. CONE SHALL BE CONCENTRIC. REFER TO MN/DOT S.P. 4005.
2. REFER TO PLANS AND S.D.P. 1-11 AND 1-12 FOR CASTING REQUIRED. CASTING SHALL BE BOLTED TO CONCRETE IN NON-PAVED AREAS.
3. HDPE ADJUSTING RINGS SHALL BE PER S.D.P. 1-13.
4. REINFORCING SHALL BE A MIN. OF A SINGLE LINE STEEL WIRE FABRIC HAVING AN AREA OF NOT LESS THAN 0.12 SQ. IN. PER FOOT OF HEIGHT.
5. STEPS ARE SPACED 16" O.C. MAXIMUM AND SHALL CONFORM TO MN/DOT S.P. 4180. STEPS SHALL BE ORIENTED ON THE UPSTREAM LEFT SIDE AS SHOWN.
6. ALL JOINTS TO BE GASKETED. REFER TO MN/DOT SPEC. 3726.
7. PROVIDE CONCRETE FILLETS TO FIT BOTTOM PORTION OF PIPE TO DIRECT FLOW TO OUTLET AT 1/4" PER FT. MINIMUM SLOPE. SHAPE CHANNELS TO HAVE SMOOTH ROUND INVERTS. DEPTH OF CHANNELS SHALL NOT BE LESS THAN 1/2 THE PIPE SIZE.
8. MINIMUM CONCRETE THICKNESS AT LOWEST INVERT SHALL BE 1 1/2".
9. MAXIMUM PIPE SIZE:
   24" FOR STRAIGHT THRU TO 135°
   18" FOR 90° BEND
10. FOR INLET STRUCTURES IN PAVED AREAS, A PROTECTIVE COATING SHALL BE APPLIED TO ALL MORTARED JOINTS AROUND PIPE.
11. SEE S.D.P. 1-07 FOR MANHOLE WATERPROOFING.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA

STRUCTURE TYPE 2 (STORM SEWER)

CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
1 OF 2 SHTS	1/1/25	1-02	M



NOTES

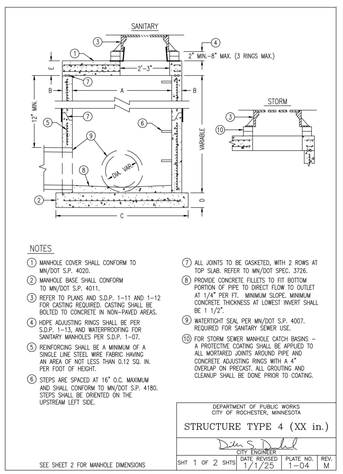
1. CONE SHALL BE CONCENTRIC. REFER TO MN/DOT S.P. 4005.
2. REFER TO PLANS AND S.D.P. 1-11 AND 1-12 FOR CASTING REQUIRED. CASTING SHALL BE BOLTED TO CONCRETE IN NON-PAVED AREAS.
3. HDPE ADJUSTING RINGS SHALL BE PER S.D.P. 1-13.
4. REINFORCING SHALL BE A MINIMUM OF A SINGLE LINE STEEL WIRE FABRIC HAVING AN AREA OF NOT LESS THAN 0.12 SQ. IN. PER FOOT OF HEIGHT.
5. STEPS ARE SPACED 16" O.C. MAXIMUM AND SHALL CONFORM TO MN/DOT S.P. 4180. STEPS SHALL BE ORIENTED ON THE UPSTREAM LEFT SIDE AS SHOWN.
6. ALL JOINTS TO BE GASKETED. REFER TO MN/DOT SPEC. 3726.
7. PROVIDE CONCRETE FILLETS TO FIT BOTTOM PORTION OF PIPE TO DIRECT FLOW TO OUTLET AT 1/4" PER FT. MINIMUM SLOPE. SHAPE CHANNELS TO HAVE SMOOTH ROUND INVERTS. DEPTH OF CHANNELS SHALL NOT BE LESS THAN 1/2 THE PIPE SIZE.
8. FOR WATER TIGHT SEAL REFER TO MN/DOT S.P. 4007.
9. DROP INLET USED FOR SANITARY SEWER DROPS GREATER THAN 1.0 FT.
10. MAXIMUM PIPE SIZE:
    24" FOR STRAIGHT THRU TO 135°
    18" FOR 90° BEND
11. DROP PIPE TO BE ENCASED IN GROUT IF FLEXIBLE PIPE, OR GRANULAR ENCASEMENT IF RIGID PIPE IS USED. USE ENCASEMENT BLOCK AS REQUIRED.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA

STRUCTURE TYPES 3 AND 3A (SANITARY SEWER)

CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
1 OF 1 SHTS	1/1/25	1-03	N



NOTES

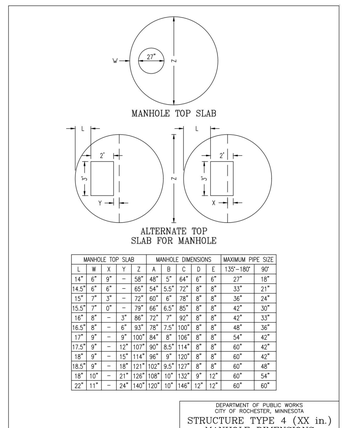
1. MANHOLE COVER SHALL CONFORM TO MN/DOT S.P. 4020.
2. MANHOLE BASE SHALL CONFORM TO MN/DOT S.P. 4011.
3. REFER TO PLANS AND S.D.P. 1-11 AND 1-12 FOR CASTING REQUIRED. CASTING SHALL BE BOLTED TO CONCRETE IN NON-PAVED AREAS.
4. HDPE ADJUSTING RINGS SHALL BE PER S.D.P. 1-13, AND WATERPROOFING PER SANITARY MANHOLES PER S.D.P. 1-07.
5. REINFORCING SHALL BE A MINIMUM OF A SINGLE LINE STEEL WIRE FABRIC HAVING AN AREA OF NOT LESS THAN 0.12 SQ. IN. PER FOOT OF HEIGHT.
6. STEPS ARE SPACED AT 16" O.C. MAXIMUM AND SHALL CONFORM TO MN/DOT S.P. 4180. STEPS SHALL BE ORIENTED ON THE UPSTREAM LEFT SIDE.
7. ALL JOINTS TO BE GASKETED, WITH 2 ROWS AT TOP SLAB. REFER TO MN/DOT SPEC. 3726.
8. PROVIDE CONCRETE FILLETS TO FIT BOTTOM PORTION OF PIPE TO DIRECT FLOW TO OUTLET AT 1/4" PER FT. MINIMUM SLOPE. MINIMUM CONCRETE THICKNESS AT LOWEST INVERT SHALL BE 1 1/2".
9. WATERTIGHT SEAL PER MN/DOT S.P. 4007. REQUIRED FOR SANITARY SEWER USE.
10. FOR STORM SEWER MANHOLE CASTING LINING – A PROTECTIVE COATING SHALL BE APPLIED TO ALL MORTARED JOINTS AROUND PIPE AND CONCRETE ADJUSTING RINGS WITH A 4" OVERLAP ON PRECAST. ALL GROUTING AND CLEANUP SHALL BE DONE PRIOR TO COATING.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA

STRUCTURE TYPE 4 (XX in.)

CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
1 OF 2 SHTS	1/1/25	1-04	M



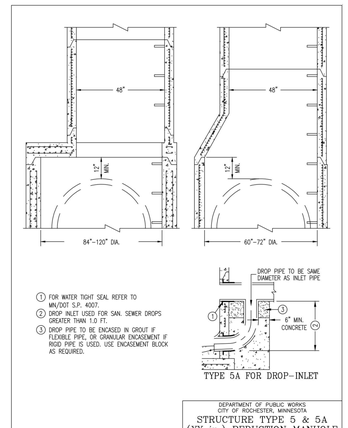
MANHOLE TOP SLAB				MANHOLE DIMENSIONS				MAXIMUM PIPE SIZE	
L	W	X	Y	A	B	C	D	E	135°-180°	90°
14"	6"	9"	–	58"	48"	5"	64"	6"	6"	27"	18"
14.5"	6"	6"	–	65"	54"	5.5"	72"	8"	8"	33"	21"
15"	7"	3"	–	72"	60"	6"	78"	8"	8"	36"	24"
15.5"	7"	0"	–	79"	66"	6.5"	85"	8"	8"	42"	30"
16"	8"	–	3"	86"	72"	7"	90"	8"	8"	42"	33"
16.5"	8"	–	6"	93"	78"	7.5"	100"	8"	8"	48"	36"
17"	9"	–	9"	100"	84"	8"	106"	8"	8"	54"	42"
17.5"	9"	–	12"	107"	90"	8.5"	114"	8"	8"	60"	42"
18"	9"	–	15"	114"	96"	9"	120"	8"	8"	60"	42"
18.5"	9"	–	18"	121"	102"	9.5"	127"	8"	8"	60"	48"
18"	10"	–	21"	126"	108"	10"	132"	9"	9"	60"	54"
22"	11"	–	24"	140"	120"	10"	146"	12"	12"	60"	60"

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA

STRUCTURE TYPE 4 (XX in.) MANHOLE DIMENSIONS

CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
2 OF 2 SHTS	1/1/25	1-04	M



1. FOR WATER TIGHT SEAL REFER TO MN/DOT S.P. 4007.
2. DROP INLET USED FOR SAN. SEWER DROPS GREATER THAN 1.0 FT.
3. DROP PIPE TO BE ENCASED IN GROUT IF FLEXIBLE PIPE, OR GRANULAR ENCASEMENT IF RIGID PIPE IS USED. USE ENCASEMENT BLOCK AS REQUIRED.

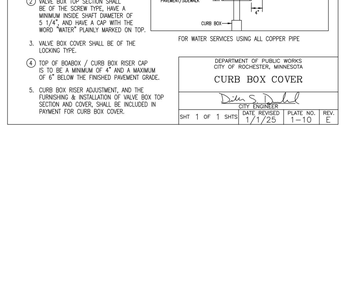
SEE CITY STANDARD PLATES 1-02 THRU 1-04 FOR MANHOLE DETAILS

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA

STRUCTURE TYPE 5 & 5A (XX in.) REDUCTION MANHOLE

CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
1 OF 1 SHTS	1/1/23	1-05	E



NOTES

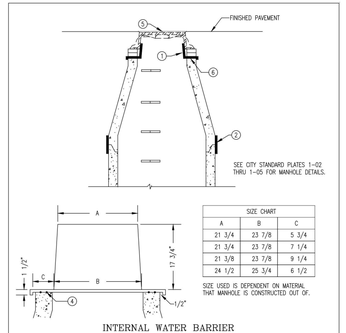
1. 45° STRUCTURE SHALL BE USED WHENEVER THE CLEANOUT FALLS INTO PAVEMENT AREAS.
2. MANHOLE COVER SHALL CONFORM TO MN/DOT S.P. 4020.
3. REFER TO PLANS AND S.D.P. 1-11 AND 1-12 FOR CASTING REQUIRED. CASTING SHALL BE BOLTED TO CONCRETE IN FIELD APPLICATIONS.
4. HDPE ADJUSTING RINGS SHALL BE PER S.D.P. 1-13.
5. CLEANOUT CAP IS TO BE A MINIMUM OF 4" AND A MAXIMUM OF 6" BELOW THE FINISHED PAVEMENT GRADE.
6. SET TOP OF RING CASTING TO 1/2" BELOW THE FINISHED PAVEMENT.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA

STRUCTURE TYPE 6 (CLEANOUT)

CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
1 OF 1 SHTS	1/1/25	1-06	H



NOTES

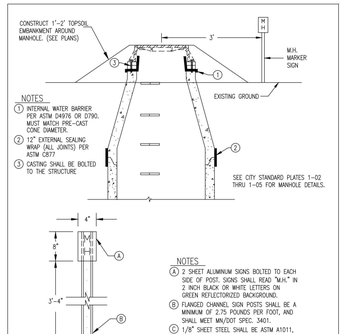
1. INTERNAL WATER BARRIER PER ASTM D4976 OR D790. MUST MATCH PRE-CAST CONE DIAMETER.
2. 12" EXTERNAL WATER BARRIER WRAP (ALL JOINTS) PER ASTM C877
3. TRIM TOP OF SEAL TO 1" BELOW CASTING LID. CASTING SHALL NOT REST ON SEAL.
4. PLACE 2 ROWS OF SEALANT ON TOP OF CONE SECTION AND BENEATH SEAL.
5. FOR NEW STRUCTURES, SET EITHER 1/2" BELOW THE FLEXIBLE PAVEMENT OR FLUSH WITH THE RIGID PAVEMENT SURFACE.
6. CAULK ALL JOINTS EXCEPT BETWEEN WATER BARRIER AND 1ST RING.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA

MANHOLE WATERPROOFING PAVED AREAS

CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
1 OF 2 SHTS	1/1/25	1-07	G



NOTES

1. INTERNAL WATER BARRIER PER ASTM D4976 OR D790. MUST MATCH PRE-CAST CONE DIAMETER.
2. 12" EXTERNAL SEALING WRAP (ALL JOINTS) PER ASTM C877
3. CASTING SHALL BE BOLTED TO THE STRUCTURE

NOTES

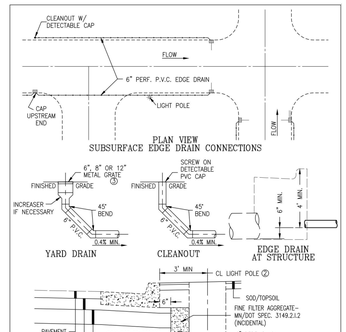
A. 2 SHEET ALUMINUM SIGNS BOLTED TO EACH SIDE OF POST. SIGNS SHALL READ "M.H." IN 2 INCH BLACK OR WHITE LETTERS ON GREEN REFLECTORIZED BACKGROUND.
B. FLANGED CHANNEL SIGN POSTS SHALL BE A MINIMUM OF 2.75 POUNDS PER FOOT, AND SHALL MEET MN/DOT SPEC. 3401.
C. 1/8" SHEET STEEL SHALL BE ASTM A1011, GRADE D SHALL BE BOLTED OR WELDED TO CHANNEL.
D. INSTALL MARKER WHEN MANHOLE IS PLACED OUTSIDE OF THE ROADWAY.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA

MANHOLE WATERPROOFING NON-PAVED AREAS

CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
2 OF 2 SHTS	1/1/25	1-07	G



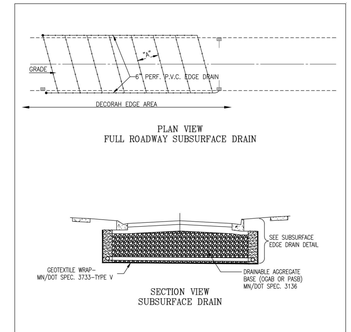
1. THE UPSTREAM ENDS OF THE PERFORATED PIPE SHALL BE CAPPED WITH A DETECTABLE CAP. THE CAPS ARE INCIDENTAL. PLACE PERFORATED PIPE WITH THE PERFORATIONS DOWN.
2. IF LIGHT POLE IS LESS THAN 3 FT., CONTRACTOR SHALL POTHOLE TO VERIFY PIPE LOCATION. REFERENCE RPU–SLDFD01
3. REFER TO SDP 1-11 & 1-12 FOR CASTING REQUIRED.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA

SUBSURFACE EDGE DRAINS

CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
1 OF 2 SHTS	5/1/23	1-08	I



RECOMMENDED SPACING BETWEEN SUBSURFACE DRAIN PIPES	
LONGITUDINAL GRADE	"A"
0% TO 3%	60'
3% TO 5%	40'
5% TO 10%	20'

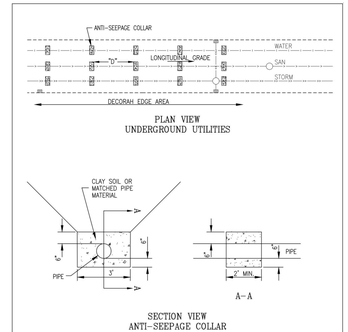
NOTES
FOR COLLECTOR OR ARTERIAL ROADWAYS

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA

DECORAH EDGE ROADWAY DETAIL

CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
2 OF 2 SHTS	5/1/23	1-08	I



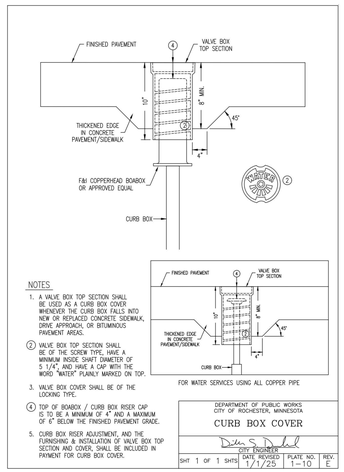
RECOMMENDED SPACING BETWEEN ANTI-SEEPAGE COLLAR	
LONGITUDINAL GRADE	"D"
0% TO 3%	100'
3% TO 5%	50'
5% TO 10%	25'

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA

DECORAH EDGE UTILITY DETAIL

Kristi L. Moon — Kent W. Frame
ASST. CITY ENGINEER — DIRECTOR

SHT	DATE REVISED	PLATE NO.	REV.
1 OF 1 SHTS	12/1/11	1-09	B



NOTES

1. A VALVE BOX TOP SECTION SHALL BE USED AS A CURB BOX COVER WHENEVER THE CURB BOX FALLS INTO NEW OR REPLACED CONCRETE SIDEWALK, DRIVE APPROACH, OR BITUMINOUS PAVEMENT AREAS.
2. VALVE BOX TOP SECTION SHALL BE OF THE SCREW TYPE, HAVE A MINIMUM INSIDE SHAFT DIAMETER OF 5 1/4", AND HAVE A CAP WITH THE WORD "WATER" PLAINLY MARKED ON TOP.
3. VALVE BOX COVER SHALL BE OF THE LOCKING TYPE.
4. TOP OF BOABOX / CURB BOX RISER CAP IS TO BE A MINIMUM OF 4" AND A MAXIMUM OF 6" BELOW THE FINISHED PAVEMENT GRADE.
5. CURB BOX RISER ADJUSTMENT, AND THE FURNISHING & INSTALLATION OF VALVE BOX TOP SECTION AND COVER, SHALL BE INCLUDED IN PAYMENT FOR CURB BOX COVER.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA

CURB BOX COVER

CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
1 OF 1 SHTS	1/1/25	1-10	E

CASTINGS – STRUCTURE TYPE 1

TYPE	DESCRIPTION	MEDIUM OPENING REF. NO.	GRATE SLOTS	REMARKS
VB	3' CURB INLET FRAME, GRATE & BOX	R-3067-VB	BI-DIRECTIONAL VANE	LOW POINT ONLY
A	3' DRIVEWAY INLET FRAME & GRATE	R-3067-A	BI-DIRECTIONAL VANE	USE ON APPROACH WITH BARRIERFREE CURB
TB	3' CURB INLET FRAME, GRATE & BOX	R-3067-TB	PERPENDICULAR VANE	USE ON BARRIERFREE CURB
L	3' CURB INLET FRAME, GRATE & BOX	R-3067-L	PERPENDICULAR VANE	

CASTINGS – OTHER STRUCTURES

TYPE	DESCRIPTION	MEDIUM OPENING REF. NO.	COVER/GRATE	REMARKS
1	1' FRAME & COVER-GASKETED	R-1916-F	SELF-SEALING, BOLTED TOP	USED IN FLOOD PRONE AREAS
2	2' FRAME & COVER-GASKETED	R-1733-B	MOUNTED TOP	USED IN ALL PAVEMENT AREAS
3	3' FRAME & COVER-GASKETED	R-1642	MOUNTED TOP	USED ON EXISTING STRUCTURE WITH EXISTING 3' OPENING
4	3' FRAME & COVER	R-1740-B	MOUNTED TOP	USED FOR P.R.V. MANHOLES
5	9" FRAME & GRATE	R-1733-B	FLAT GRATE	PAVEMENT DRAIN
6	DITCH GRATE–STOOL TYPE–TALL	R-4341-A	STOOL GRATE	HEAVY DUTY – LARGE OPENING
7	DITCH GRATE–STOOL TYPE–SHORT	R-4342	STOOL GRATE	HEAVY DUTY – LARGE OPENING
8	POND SKIMMER GRATE	R-4040	12" STEEL PLATE	HOT DIPPED GALVANIZED, NOT SUBJECT TO HDD LOADING
9	6" X 6" OR 12" YARD DRAIN GRATE		FLAT GRATE	USED ON SMALL YARD DRAINS

NOTES:
1. CASTINGS SHALL BE ACCORDING TO MN/DOT SPEC. 3321.1–2 SUPPLIED BY FOUNDRIES THAT ARE APPROVED ON THE MN/DOT APPROVED/QUALIFIED PRODUCTS LIST
2. ALL CASTINGS SHALL COMPLY WITH AASHTO M-306
3. ALL STEEL SHALL COMPLY WITH AASHTO M-270, FEDERAL REGULATIONS 23CFR635.410, THE "BUY AMERICAN STEEL & IRON" REGULATION
4. ALL STORM SEWER CASTINGS SHALL INCLUDE IMPRINT FISH STAMP AND "DUMP NO WASTE"

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA

CASTING REFERENCE NUMBERS

CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
1 OF 1 SHTS	1/1/25	1-11	P

CASTINGS – STRUCTURE TYPE 1

TYPE	DESCRIPTION	A	B	C	D	E	F	G	Y	Z
VB	3' CURB INLET FRAME, GRATE & BOX	43	31	1 7/8	4	6	11 5/16	+ 3/4	35 1/4	17 3/4
A	3' DRIVEWAY INLET FRAME & GRATE	43	31	2	4	6			35 1/4	23 3/4
TB	3' CURB INLET FRAME, GRATE & BOX	43	31	1 7/8	4 + 45/32	8 1/8	11 5/16	5 3/4	35 1/4	26 29/32
L	3' CURB INLET FRAME, GRATE & BOX	43	31	1 7/8	4	6	11 5/16	5 3/4	35 1/4	17 3/4

CASTINGS – STRUCTURE TYPE 1

TYPE	MINIMUM OPENING	GRATE SLOTS	REMARKS
VB	2.7 SQ. FT.	BI-DIRECTIONAL VANE	LOW POINT ONLY
A	3.1 SQ. FT.	BI-DIRECTIONAL VANE	USE ON APPROACH WITH BARRIERFREE CURB
TB	3.1 SQ. FT.	BI-DIRECTIONAL VANE	USE ON BARRIERFREE CURB
L	2.1 SQ. FT.	PERPENDICULAR VANE	

ALL DIMENSIONS ARE MINIMUM AND IN INCHES UNLESS OTHERWISE NOTED.

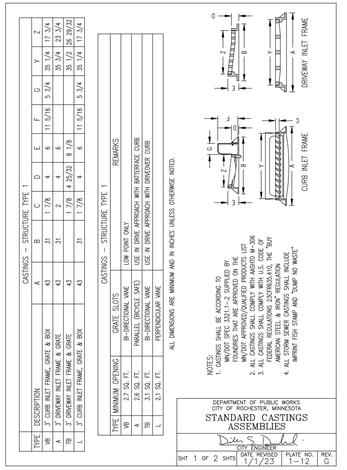
NOTES:
1. CASTINGS SHALL BE ACCORDING TO MN/DOT SPEC. 3321.1–2 SUPPLIED BY FOUNDRIES THAT ARE APPROVED ON THE MN/DOT APPROVED/QUALIFIED PRODUCTS LIST
2. ALL CASTINGS SHALL COMPLY WITH AASHTO M-306
3. ALL STEEL SHALL COMPLY WITH AASHTO M-270, FEDERAL REGULATIONS 23CFR635.410, THE "BUY AMERICAN STEEL & IRON" REGULATION
4. ALL STORM SEWER CASTINGS SHALL INCLUDE IMPRINT FISH STAMP AND "DUMP NO WASTE"

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA

STANDARD CASTING ASSEMBLIES

CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
1 OF 2 SHTS	1/1/23	1-12	G



CASTINGS – OTHER STRUCTURES

TYPE	DESCRIPTION	M	N	O	P	Q	R
1	1' FRAME & COVER-GASKETED	23	1 1/2	21	9		
2	2' FRAME & COVER-GASKETED	25 3/4	1 7/8	24	9		
3	3' FRAME & COVER-GASKETED	32	1 1/2	30	9	5 7/16	5
4	3' FRAME & COVER	25 3/4	1 1/2	24 3/8	9	5 7/16	5
5	9" FRAME & GRATE	23	7/8	24	9	5 7/16	5
6	DITCH GRATE–STOOL TYPE–TALL	23	1 1/2	33			
7	DITCH GRATE–STOOL TYPE–SHORT	23	1 1/2	33			
8	POND SKIMMER GRATE	1/2" STEEL PLATE				8 3/4	6 1/2
9	YARD DRAIN GRATE	8–14 3/4	2–2 1/2				

ALL DIMENSIONS ARE MINIMUM AND IN INCHES UNLESS OTHERWISE NOTED.

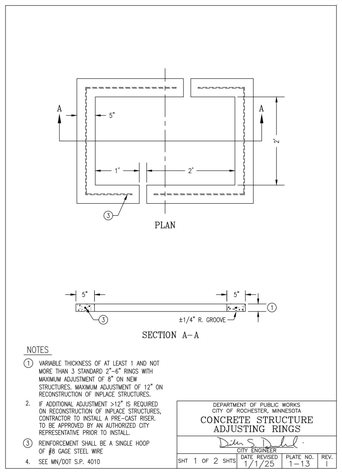
NOTES:
1. CASTINGS SHALL BE ACCORDING TO MN/DOT SPEC. 3321.1–2 SUPPLIED BY FOUNDRIES THAT ARE APPROVED ON THE MN/DOT APPROVED/QUALIFIED PRODUCTS LIST
2. ALL CASTINGS SHALL COMPLY WITH AASHTO M-306
3. ALL STEEL SHALL COMPLY WITH AASHTO M-270, FEDERAL REGULATIONS 23CFR635.410, THE "BUY AMERICAN STEEL & IRON" REGULATION
4. ALL STORM SEWER CASTINGS SHALL INCLUDE IMPRINT FISH STAMP AND "DUMP NO WASTE"

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA

STANDARD CASTING ASSEMBLIES

CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
2 OF 2 SHTS	1/1/23	1-12	G



NOTES

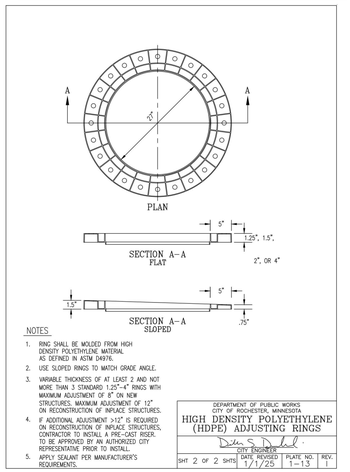
1. VARIABLE THICKNESS OF AT LEAST 1 AND NOT MORE THAN 3 STANDARD 2"–6" RINGS WITH MAXIMUM ADJUSTMENT OF 8" ON NEW STRUCTURES. MAXIMUM ADJUSTMENT OF 12" ON RECONSTRUCTION OF INPLACE STRUCTURES.
2. IF ADDITIONAL ADJUSTMENT 3-12" IS REQUIRED ON RECONSTRUCTION OF INPLACE STRUCTURES, CONTRACTOR TO INSTALL A PRE–CAST RISER, TO BE APPROVED BY AN AUTHORIZED CITY REPRESENTATIVE PRIOR TO INSTALL.
3. REINFORCEMENT SHALL BE A SINGLE HOOP OF #8 GAGE STEEL WIRE
4. SEE MN/DOT S.P. 4010

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA

CONCRETE STRUCTURE ADJUSTING RINGS

CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
1 OF 2 SHTS	1/1/25	1-13	I



NOTES

1. RING SHALL BE MOLDED FROM HIGH DENSITY POLYETHYLENE MATERIAL AS DEFINED IN ASTM D4976.
2. USE SLOPED RINGS TO MATCH GRADE ANGLE.
3. VARIABLE THICKNESS OF AT LEAST 2 AND NOT MORE THAN 3 STANDARD 1.25"–4" RINGS WITH MAXIMUM ADJUSTMENT OF 8" ON NEW STRUCTURES. MAXIMUM ADJUSTMENT OF 12" ON RECONSTRUCTION OF INPLACE STRUCTURES.
4. IF ADDITIONAL ADJUSTMENT >12" IS REQUIRED ON RECONSTRUCTION OF INPLACE STRUCTURES, CONTRACTOR TO INSTALL A PRE–CAST RISER, TO BE APPROVED BY AN AUTHORIZED CITY REPRESENTATIVE PRIOR TO INSTALL.
5. APPLY SEALANT PER MANUFACTURER'S REQUIREMENTS.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA

HIGH DENSITY POLYETHYLENE (HDPE) ADJUSTING RINGS

CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
2 OF 2 SHTS	1/1/25	1-13	I

THE REVISED / UPDATED CITY OF ROCHESTER DETAIL PLATES SHOULD BE POSTED TO THE CITY'S WEBSITE IN JAN. 2026. REPLACE ALL CITY DETAIL PLATES IN THIS PLAN SET WITH THE REVISED / UPDATED DETAIL PLATES PRIOR TO FINAL SIGNING APPROVAL OF THIS PLAN SET.

ALLIANT
www.alliant-inc.com

Badger Heights
Rochester, Minnesota
2nd Addition - Final Plat
Details

DATE	DESCRIPTION
1-7-2026	City Submittal

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 Civil Engineer under the laws of the State of Minnesota.

Ben Palazzolo
61668
Date — License no.

QA/QC CHECK

By — Date

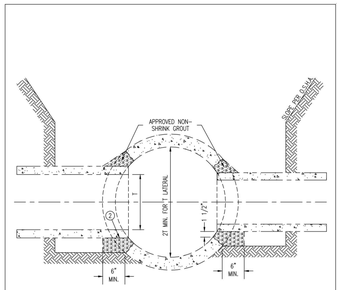
PROJECT TEAM DATA

Designed By: BJP
Drafted By: BJP, TMA, DJB
Project No.: 4000344-00

3

Sheet 3 of 27

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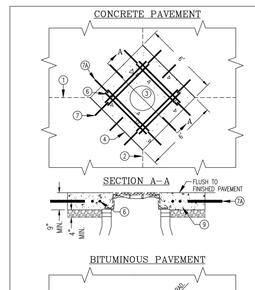
NOTES

1. MANHOLE REQUIRED WHERE LATERAL PIPE OR CONNECTING PIPE EXCEEDS 1/2 MAIN PIPE DIAMETER.
2. LATERAL PIPE SHALL NOT EXTEND INTO THE CROSS SECTION OF MAIN PIPE BEYOND THAT REQUIRED FOR FULL WALL SUPPORT.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
BLIND-TIE FIELD CONNECTION FOR R.C.P. STORM SEWER

ASST. CITY ENGINEER — DIRECTOR

SHT	DATE REVISED	PLATE NO.	REV.
1 OF 1 SHTS	12/1/11	1-15	B



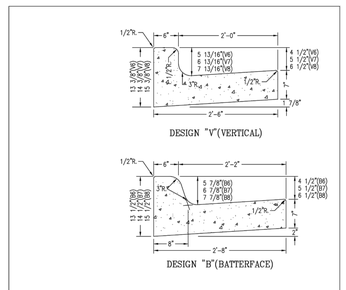
NOTES

1. LONGITUDINAL JOINT
2. TRANSVERSE JOINT
3. MANHOLE LID
4. 1/2" EXPANSION JOINT
5. ALL DOWEL AND REINFORCEMENT BARS TO BE EPOXY COATED.
6. REINFORCEMENT TWO NO. 5 BARS 5'-8" LONG, 5" SPACE EACH SIDE
7. 1" DOWEL BAR 18" LONG
7A. #4 TIE BAR 18" LONG
8. REINFORCEMENT ONE NO. 3 BAR
9. RESTORED CONCRETE PAVEMENT HIGH-EARLY MIX AND AGGREGATE BASE.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
PAVEMENT RESTORATION (CONCRETE & BITUMINOUS STREET)

CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
1 OF 1 SHTS	4/15/22	1-16	C



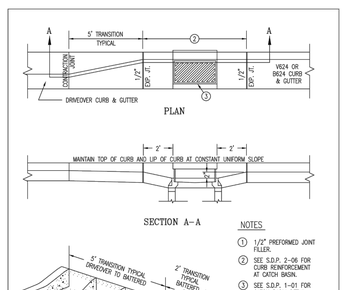
NOTES

1. CONCRETE MIX: MANUAL PLACEMENT–MN/DOT SPEC. 3752, SLIP-FORM PLACEMENT–MN/DOT SPEC. 3F32.
2. PROVIDE 1/2" EXPANSION JOINT AT 300' MAXIMUM SPACING AND TO MATCH PAVEMENT EXPANSION JOINTS IN ADDITION TO EXPANSION JOINTS SHOWN ON OTHER DETAIL PLATES.
3. PROVIDE CONTRACTION JOINTS @ 9' MAXIMUM SPACING, SAW CUT 3" MINIMUM DEPTH.
4. ALL CONCRETE CURB & GUTTER SHALL BE PLACED ON A MINIMUM OF A 4" AGGREGATE BASE.
5. SILL REQUIRED FOR DESIGN "V" AND "B", WHEREVER SIDEWALK ABUTS CURB. SEE S.D.P. 2-02.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
CONCRETE CURB & GUTTER

CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
1 OF 1 SHTS	3/23/18	2-01	G



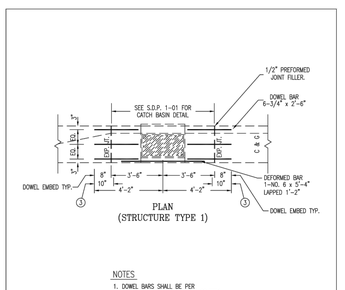
NOTES

1. 1/2" PREFORMED JOINT FILLER.
2. SEE S.D.P. 2-06 FOR CURB REINFORCEMENT AT CATCH BASIN.
3. SEE S.D.P. 1-01 FOR CATCH BASIN DETAIL.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
TRANSITION CURB & GUTTER DRIVEOVER TO TYPE B OR V

CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
1 OF 1 SHTS	1/1/25	2-05	D



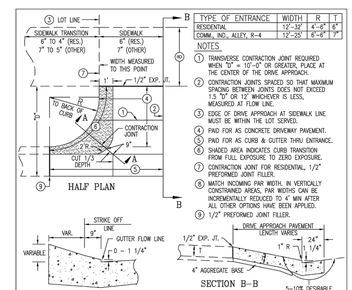
NOTES

1. DOWEL BARS SHALL BE PER MN/DOT SPEC. 3302 (EPOXY COATED).
2. DEFORMED BAR SHALL BE PER MN/DOT SPEC. 3301 (EPOXY COATED).
3. COAT THE DOWEL BARS WITH A THIN UNIFORM COATING OF AN APPROVED FORM COATING MATERIAL MEETING MN/DOT SPEC. 3902 NOT MORE THAN THAN ONE HOUR BEFORE COVERING WITH CONCRETE, OR WRAP WITH TEFLON TAPE.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
CURB & GUTTER REINFORCEMENT AT CATCH BASINS

ASST. CITY ENGINEER — DIRECTOR

SHT	DATE REVISED	PLATE NO.	REV.
1 OF 1 SHTS	1/20/17	2-06	E



TYPE OF ENTRANCE	WIDTH	R	T
RESIDENTIAL	12'-32"	4'-6"	6"
COMM., IND., ALLEY, R-4	12'-25"	8'-6"	7"

NOTES

1. TRANSVERSE CONTRACTION JOINT REQUIRED WHEN "D" = 10'-0" OR GREATER, PLACE AT THE CENTER OF THE DRIVE APPROACH.
2. CONTRACTION JOINTS SPACED SO THAT MAXIMUM SPACING BETWEEN JOINTS DOES NOT EXCEED 1.5 "D" OR 12' WHICHEVER IS LESS, MEASURED AT FLOW LINE.
3. EDGE OF DRIVE APPROACH AT SIDEWALK LINE MUST BE WITHIN THE LOT SERVED.
4. PAD FOR AS CONCRETE DRIVEWAY PAVEMENT.
5. PAD FOR AS CURB & GUTTER THRU ENTRANCE.
6. SHADED AREA INDICATES CURB TRANSITION FROM FULL EXPOSURE TO ZERO EXPOSURE.
7. CONTRACTION JOINT FOR RESIDENTIAL, 1/2" PREFORMED JOINT FILLER.
8. MATCH INCOMING PAR WIDTH. IN VERTICALLY CONSTRAINED AREAS, PAR WIDTHS CAN BE INCREMENTALLY REDUCED TO 4' MIN AFTER ALL OTHER OPTIONS HAVE BEEN APPLIED.
9. 1/2" PREFORMED JOINT FILLER.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
CONCRETE DRIVE APPROACH TYPE A

CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
1 OF 5 SHTS	1/1/25	2-08	I

TYPE OF ENTRANCE	WIDTH	T
RESIDENTIAL R1, R2	12'-32"	6"
COMM., IND., ALLEY, R-4	12'-25"	7"

T=THICKNESS OF ENTRANCE AND SIDEWALK

NOTES

1. TRANSVERSE CONTRACTION JOINT REQUIRED WHEN "D"=10'-0" OR GREATER, PLACED AT THE CENTER OF THE DRIVE APPROACH.
2. CONTRACTION JOINTS SPACED SO THAT MAXIMUM SPACING BETWEEN JOINTS DOES NOT EXCEED 1.5 "D" OR 12' WHICHEVER IS LESS, MEASURED AT THE BACK OF CURB.
3. EDGE OF DRIVE APPROACH AT SIDEWALK LINE MUST BE WITHIN THE LOT SERVED.
4. PAD FOR AS CONCRETE DRIVEWAY PAVEMENT.
5. NO DEDUCTION TO BE MADE IN CURB & GUTTER FOR ENTRANCE.
6. CONTRACTION JOINT FOR RESIDENTIAL, 1/2" PREFORMED JOINT FILLER FOR OTHER.
7. TAPER WING TO SIDEWALK WHEN "D" IS 15' OR LESS, OTHERWISE TAPER TO 1/2 "D".
8. MATCH INCOMING PAR WIDTH. IN VERTICALLY CONSTRAINED AREAS, PAR WIDTHS CAN BE INCREMENTALLY REDUCED TO 4' MIN AFTER ALL OTHER OPTIONS HAVE BEEN APPLIED.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
CONCRETE DRIVE APPROACH TYPE B

CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
2 OF 5 SHTS	1/1/25	2-08	I

TYPE OF ENTRANCE	WIDTH	T
RESIDENTIAL	12'-32"	6"

T=THICKNESS OF ENTRANCE AND SIDEWALK

NOTES

1. TRANSVERSE CONTRACTION JOINT REQUIRED WHEN "D"=10'-0" OR GREATER, PLACED AT THE CENTER OF THE DRIVE APPROACH.
2. CONTRACTION JOINTS SPACED SO THAT MAXIMUM SPACING BETWEEN JOINTS DOES NOT EXCEED 1.5 "D" OR 12' WHICHEVER IS LESS, MEASURED AT THE BACK OF CURB.
3. EDGE OF DRIVE APPROACH AT SIDEWALK LINE MUST BE WITHIN THE LOT SERVED.
4. PAID FOR AS CONCRETE DRIVEWAY PAVEMENT.
5. NO DEDUCTION TO BE MADE IN CURB & GUTTER FOR ENTRANCE.
6. TAPER WING FOR SIDEWALK WHEN "D" IS 15' OR LESS, OTHERWISE TAPER TO 1/2 "D".
7. EXPANSION MATERIAL TO BE PREFORMED JOINT FILLER SEPARATION MATERIAL TO BE TYPE F.
8. MATCH INCOMING PAR WIDTH. IN VERTICALLY CONSTRAINED AREAS, PAR WIDTHS CAN BE INCREMENTALLY REDUCED TO 4' MIN AFTER ALL OTHER OPTIONS HAVE BEEN APPLIED.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
CONCRETE DRIVE APPROACH TYPE C

CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
3 OF 5 SHTS	1/1/25	2-08	I

TYPE OF SIDEWALK	A	ASTM #67* GRADATION	% PASSING
RESIDENTIAL	4"	1 INCH	100
RESIDENTIAL THRU DRIVE, PED. RAMPS	6"	3/4 INCH	90–100
COMM., IND.-R-4	5"	3/8 INCH	20–55
COMM., IND., ALLEY, R-4 THRU DRIVE	7"	NO. 4	0–10

*GRADATION IS MN/DOT MODIFIED

CONSTRUCTION NOTES

1. CONSTRUCT WITH EXPANSION MATERIAL PER MNDOT SPEC. 3703 TYPES A–E. EXPANSION JOINTS AT PROPERTY LINE, TRANSITION PANELS, AND 100 FEET (APPROX.) MAXIMUM INTERVALS.
2. SEE S.D.P. 2-02 FOR CONCRETE SILL DETAIL.
3. CONTRACTION JOINT DEPTH SHALL BE 1/3 DEPTH SEE S.D.P. 2-08 FOR PLACEMENT.
4. SEE MN/DOT STD. PLANS 5-297.250, PED. CURB RAMP DETAILS. ENSURE THAT RAMP DRAINS IN ALL DIRECTIONS A MIN. OF 0.5%
5. SIDEWALK THICKNESS THRU DRIVE APPROACH IS TO BE THE SAME AS APPROACH.
6. PROVIDE INTERMEDIATE JOINT AT SQUARED END IN SIDEWALK, WHEN SIDEWALK IS ADJACENT TO CURB AND GUTTER.
7. CONCRETE–MN/DOT SPEC. MIX 3752. ADD BASE–MN/DOT SPEC. 3137 ASTM #67* WHERE TREE ROOTS ARE PRESENT AND NEW SIDEWALK LOCATIONS, EXCLUDING THROUGH DRIVE APPROACHES. ALL OTHER LOCATIONS USE MN/DOT SPEC. 3138 CLASS 5 (INCIDENTAL). SEE TABLE ABOVE FOR GRADATION AND SIDEWALK SPECIFICATIONS CODE.
8. SEE S.D.P. 2-09 FOR DRIVE APPROACH.
9. WALKS PLACED ABUTTING THE STREET CURB SHALL HAVE A SPECIAL DECORATIVE PATTERN AS SPECIFICALLY APPROVED BY THE CITY ENGINEER.
10. THE LENGTH TO WIDTH RATIO OF PANELS SHALL NOT EXCEED 1 TO 1.5.
11. 18" CLEAR ZONE ON BOTH SIDES OF SIDEWALK ARE TO BE FREE FROM ALL OBSTRUCTIONS.
12. TRANSITION DRIVE APP. THICKNESS TO WALK THICKNESS. IF THERE IS A CONST. JOINT AND NO EXPANSION IS USED, INSTALL TIE BARS.
13. 3" FOR WIDTH LESS THAN 6', 12" FOR WIDTH 6' OR GREATER.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
SIDEWALK DETAILS

CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
1 OF 3 SHTS	1/26/24	2-10	N

NOTES

1. FINAL RECORD OF SERVICE LOCATIONS: END OF SEWER, WATER & SUBDRAIN SERVICES SHALL BE REFERRED TO LOT CORNER AND PROPERTY LINE. SHOW INVERT ELEVATION AND FINISHED GRADE OF SEWER AND UNDERGROUND SERVICES AND DISTANCE FROM LOT CORNER TO SEWER SERVICE. ALSO SHOW DIMENSIONS BETWEEN END OF SEWER SERVICE AND ENDS OF WATER AND UNDERGROUND DRAIN SERVICE.
2. PLUG END OF UNDERGROUND SERVICES. PLACE 4"x4" WOOD POST, EXTENDING ONE FOOT ABOVE GRADE.
3. FUTURE EXTENSION OF SERVICES BY OTHERS. REFER TO S.D.P 4-01 SHEET 3.
4. WHEN INSTALLED IN SOLID ROCK, BLAST 4' BEYOND END OF PIPE FOR FUTURE CONNECTION.
5. REFER TO S.D.P. 4-01 SHEET 2 FOR WATER SERVICE TEMPORARY CAP DETAIL.
6. REFER TO S.D.P. 6-11 FOR ADDITIONAL WATER SERVICE DETAIL.
7. REFER TO S.D.P. 1-08 FOR ADDITIONAL SUBSURFACE EDGE DRAIN DETAIL.
8. SEWER SERVICE CONNECTIONS ON SAME SIDE AS WATERMAIN SHOULD BE PLACED BELOW WATERMAIN.
9. FOR ALL NONMETALLIC PIPING MATERIALS, INSTALL TRACER WIRE AS REQUIRED BY MINNESOTA PLUMBING CODE. CONTRACTOR SHALL PROVIDE AND INSTALL TRACER WIRE, WIRE CONNECTORS, ACCESS BOX, AND COPPERHEAD SNAKEPIT BRACKET (OR APPROVED EQUAL) PER DETAIL AND ENGINEERING STANDARDS FOR SERVICE CONNECTIONS.
2' OF SLACK WIRE IS REQUIRED IN ALL ACCESS BOXES AFTER MEETING FINAL ELEVATION.
10. EXTEND SUBSURFACE EDGE DRAIN SERVICE TO PROPERTY LINE.
11. FOR ALL CURB STOPS INSTALLED WITHIN A PAVED AREA, REFER TO S.D.P. 1-10.

REPLACE PIPING MATERIAL IN KIND DURING SERVICE REPAIRS. MAINTAIN TRACER WIRE CONNECTIVITY USING APPROVED CONNECTORS FOR NONMETALLIC PIPING.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
SERVICE CONNECTIONS STUBBED INTO PROPERTY

CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
1 OF 3 SHTS	1/1/25	4-01	K

NOTES

1. TO DETERMINE ELEVATION OF END OF SEWER SERVICE: USING TOP OF INSIDE OF MAIN AT WYE, BEGIN 2% GRADE (APPROX. 1/4" PER FT.) IF DEPTH OF INVERT AT END OF SERVICE IS GREATER THAN 8.5' BELOW FINISH BOULEVARD GRADE, INCREASE GRADIENT. FINAL DEPTH OF SEWER SERVICE LESS THAN 8' BELOW FINISH BOULEVARD GRADE SHALL BE REVIEWED AND APPROVED BY CITY ENGINEER.
2. FUTURE EXTENSION OF SERVICES BY OTHERS. REFER TO S.D.P. 4-01 SHEET 3.
3. WHEN INSTALLED IN SOLID ROCK, BLAST 4' BEYOND END OF PIPE FOR FUTURE CONNECTION.
4. REFER TO S.D.P. 6-11 FOR ADDITIONAL WATER SERVICE DETAIL.
5. REFER TO S.D.P. 1-08 FOR ADDITIONAL SUBSURFACE EDGE DRAIN DETAIL.
6. REFER TO S.D.P. 4-03 FOR ADDITIONAL UTILITY SERVICE DETAIL.
7. INSTALL EITHER 4"x4" WOOD POST OR METAL SIGN POST MIN. ONE FOOT ABOVE GRADE TO MARK AND PROTECT LOCATION.
8. FOR ALL NONMETALLIC PIPING MATERIALS, INSTALL TRACER WIRE AS REQUIRED BY MINNESOTA PLUMBING CODE. CONTRACTOR SHALL PROVIDE AND INSTALL TRACER WIRE, WIRE CONNECTORS, ACCESS BOX, AND COPPERHEAD SNAKEPIT BRACKET (OR APPROVED EQUAL) PER DETAIL AND ENGINEERING STANDARDS FOR SERVICE CONNECTIONS.
2' OF SLACK WIRE IS REQUIRED IN ALL ACCESS BOXES AFTER MEETING FINAL ELEVATION.
9. FOR ALL CURB STOPS INSTALLED WITHIN A PAVED AREA, REFER TO S.D.P. 1-10.
10. THE SLOPE OF THE UTILITY EASEMENT TO NOT EXCEED 7% UNLESS APPROVED BY THE CITY ENGINEER.

COPPER WATER SERVICE — 2 — FUTURE TO HOUSE

TEMPORARY CAP DETAIL

1. INSTALL COMPRESSION COUPLER AND CAP. TEST MAIN WITH CURB STOP IN OPEN POSITION.
2. TEMPORARY CAP ASSEMBLY CONSISTS OF PUSH TO CONNECT OR SOLDER BUSHING, COPPER DISC, AND 3" COPPER TUBE.
3. REMOVE TEMPORARY CAP AND CONNECT INTO COUPLER WHEN HOUSE CONNECTION IS MADE.
4. CONNECT TO EXISTING TRACER WIRE WITH APPROVED CONNECTOR DURING SERVICE INSTALLATION OF NONMETALLIC PIPING.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
SECTION A–A WORK INSIDE R/W & EASEMENT

CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
2 OF 3 SHTS	1/1/25	4-01	K

*IE GIVEN EXCLUDES RISER, RISER IS IN ADDITION TO SERVICE. HORIZONTAL DISTANCE OF RISER WILL VARY PAST EASEMENT LINE.

NOTES

1. TO DETERMINE ELEVATION OF END OF SEWER SERVICE: USING TOP OF INSIDE OF MAIN AT WYE, BEGIN 2% GRADE (APPROX. 1/4" PER FT.) IF DEPTH OF INVERT AT END OF SERVICE IS GREATER THAN 8.5' BELOW FINISH BOULEVARD GRADE, INCREASE GRADIENT. FINAL DEPTH OF SEWER SERVICE LESS THAN 8' BELOW FINISH BOULEVARD GRADE SHALL BE REVIEWED AND APPROVED BY CITY ENGINEER.
2. REMOVE 4"x4" WOOD POST OR METAL SIGN
3. WHEN CONNECTING NONMETALLIC PIPING MATERIAL TO AN EXISTING COPPER STUB, INSTALL TRACER WIRE AS REQUIRED BY MINNESOTA PLUMBING CODE. CONTRACTOR SHALL PROVIDE AND INSTALL TRACER WIRE AND ACCESS BOX. ACCESS BOX MAY BE INSTALLED AT THE CONNECTION POINT OR AT THE EXISTING CURB STOP FOR EXISTING STUBS. ACCESS BOX AND TRACER WIRE SHALL BE INSTALLED AT THE CURB STOP FOR ALL FUTURE CONNECTIONS.
2' OF SLACK WIRE IS REQUIRED IN ALL ACCESS BOXES FOR METER READING FINAL ELEVATION.
4. WHEN CONNECTING A NONMETALLIC PIPING MATERIAL TO A LIKE MATERIAL, THE CONTRACTOR SHALL CONNECT TO THE EXISTING TRACER WIRE WITH AN APPROVED CONNECTOR. A MINIMUM OF 2' OF SLACK WIRE IS REQUIRED IN ALL ACCESS BOXES AFTER MEETING FINAL GRADE.
5. REPLACE PIPING MATERIAL IN KIND DURING SERVICE REPAIRS. MAINTAIN TRACER WIRE CONNECTIVITY USING APPROVED CONNECTORS FOR NONMETALLIC PIPING.
6. REPLACEMENT OF AN EXISTING METALLIC WATER SERVICE WITH NONMETALLIC PIPING SHALL NOT BE PERFORMED UNLESS A REPLACEMENT ELECTRICAL GROUNDING SYSTEM HAS BEEN INSTALLED, INSPECTED, AND APPROVED BY THE ELECTRICAL INSPECTOR.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
SECTION A–A WORK OUTSIDE R/W & EASEMENT

CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
3 OF 3 SHTS	1/1/25	4-01	K

NOTE
CARE MUST BE TAKEN NOT TO PLUG THE HYDRANT DRAIN PORT WITH CONCRETE, AND/OR THE POLYETHYLENE ENCASEMENT. DRAIN PORTS TO BE PLUGGED IF REQUIRED BY SPECIAL PROVISIONS.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
HYDRANT BRANCH DETAIL

WATER UTILITY — CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
1 OF 2 SHTS	4/15/22	6-04	I

THE 3/8" DIAMETER WHITE LAMINAR MATRIX FIBERGLASS SHAFT IS ATTACHED TO A HEAVY DUTY ZINC PLATED CARBON STEEL SPRING MOUNT THAT ALLOWS FOR 360 DEGREES TOTAL FLEXABILITY.

MOUNTING BRACKET SHALL BE A PORT MOUNT BRACKET WITH A 2.5" RING.

ALTERNATING REFLECTIVE 6" RED AND SILVER STRIPING – FOUR EACH

STANDARD ROD LENGTH IS 5'. LENGTHS OF 6' OR 7' MAY BE SPECIFIED.

MARKER REQUIRES NO MAINTENANCE AND CAN BE LEFT UP ALL YEAR ROUND.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
FIRE HYDRANT MARKER

WATER UTILITY — CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
2 OF 2 SHTS	4/15/22	6-04	I

ALLIANT
www.alliant-inc.com

Badger Heights
Rochester, Minnesota

2nd Addition - Final Plat
Details 2

DATE	DESCRIPTION
1-7-2026	City Submittal

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 Civil Engineer under the laws of the State of Minnesota.

Ben Palazzolo
61668
Date — License no.

QA/QC CHECK

By — Date

PROJECT TEAM DATA

Designed By: BJP
Drafted By: BJP, TMA, DJB
Project No.: 4000344-00

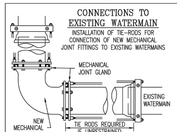
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Sheet 4 of 27

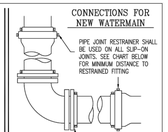
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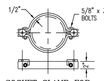
CONNECTIONS TO EXISTING WATERMAIN

INSTALLATION OF TIE-RODS FOR CONNECTION OF NEW MECHANICAL JOINT FITTINGS TO EXISTING WATERMAINS



CONNECTIONS FOR NEW WATERMAIN





SOCKET CLAMP FOR PIPE FITTINGS

NUMBER OF 3/4" RODS REQUIRED

PIPE SIZE INCHES	12" AND LESS	14" AND 16"	18" AND 20"	24"
NUMBER OF RODS	2	4	6	8

MINIMUM DISTANCE TO CLOSEST UNRESTRAINED JOINT (L IN FEET)

TYPE OF FITTING	PIPE SIZE							
	6"	8"	10"	12"	14"	16"	18"	20"
11 1/4° BEND	18.0	18.0	18.0	18.0	18.0	18.0	18.0	18.0
22 1/2° BEND	18.0	18.0	18.0	18.0	18.0	18.0	18.0	18.0
45° BEND	18.0	18.0	18.0	18.0	19.0	21.4	23.8	26.0
90° BEND	19.6	19.6	24.0	28.2	32.4	36.6	40.8	44.8
TEE	18.0	18.0	18.0	18.0	20.0	25.0	36.0	40.0
PLUG	18.0	18.0	18.0	18.0	20.0	25.0	36.0	40.0

NOTES

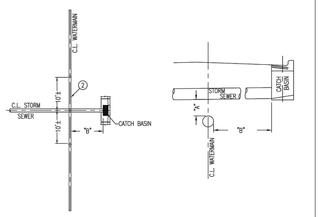
1. RODS TO BE GALVANIZED.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA

RESTRAINED JOINT DETAIL

RPU-WATER UTILITY DIRECTOR

SHT	DATE REVISED	PLATE NO.	REV.
1 OF 1 SHTS	12/1/11	6-05	D



NOTES

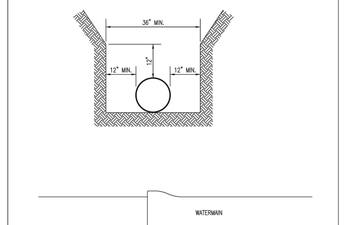
1. THIS DETAIL APPLIES WHEN DIMENSION "A" IS LESS THAN 18", OR "B" IS LESS THAN 10'.
2. CENTER ONE FULL LENGTH PIECE OF PIPE ON CATCH BASIN OR OVER SEWER PIPE.
3. SHALL MEET THE FOLLOWING CONDITIONS IF NOT INSTALLED AS SHOWN. STRUCTURE MUST HAVE AN INTEGRAL PRECAST BOTTOM SECTION, OR CONSTRUCTED WITH A BOTTOM SLAB AND BARREL WITH TWO RINGS OF PREFORMED FLEXIBLE PLASTIC GASKET ASTM C990.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA

ALIGNMENT OF WATERMAIN AT STORM CATCH BASIN CROSSING

RPU-WATER UTILITY CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
2 OF 2 SHTS	4/15/22	6-07	D

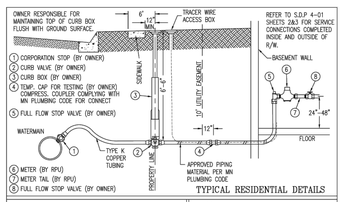


DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA

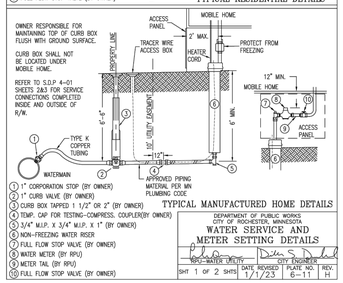
WATERMAIN INSTALLATION DETAIL

RPU-WATER UTILITY DIRECTOR

SHT	DATE REVISED	PLATE NO.	REV.
1 OF 1 SHTS	1/20/17	6-09	B



TYPICAL RESIDENTIAL DETAILS



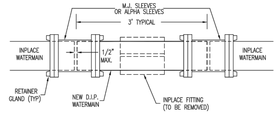
TYPICAL MANUFACTURED HOME DETAILS

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA

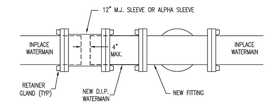
WATER SERVICE AND METER SETTING DETAILS

RPU-WATER UTILITY CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
1 OF 2 SHTS	1/11/23	6-11	H



TYPICAL FITTING REMOVAL DETAIL



TYPICAL "CUT-IN" FITTING DETAIL

NOTE

1. USE 8" BLOCKING UNDER SLEEVES TO PREVENT SHEARING DUE TO SETTLEMENT.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA

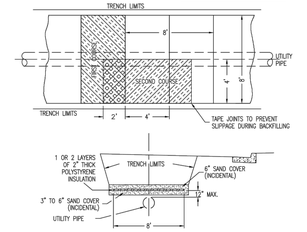
TYPICAL FITTING CUT-IN AND REMOVAL DETAILS

RPU-WATER UTILITY CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
1 OF 1 SHTS	4/15/21	6-15	B

INSULATION REQUIREMENTS

DEPTH (3)	SAN. SEWER	WATER-MAIN (2)
4'-5"	4"	4"
5'-7"	2"	2"
>7'	0	0



TYPICAL LAYOUT FOR POLYSTYRENE INSULATION

NOTES

1. INSULATION BOARD SHALL BE AS PER MN/DOT SPEC. 3760 AND AASHTO M 230. INSULATION BOARD SHALL MEET THE FOLLOWING REQUIREMENTS: COMPRESSIVE STRENGTH OF 35 PSI MIN. WATER ABSORPTION OF 0.25% BY VOLUME MAX
2. FOR WATERMAIN WITH NO SERVICE CONNECTIONS OR FOR WATERMAIN OUTSIDE OF PAVED AREAS WHERE SNOW IS NOT REMOVED, NO INSULATION IS REQUIRED IF COVER IS AT LEAST 6'.
3. DEPTH FOR SANITARY AND STORM SHALL BE TO INVERT. DEPTH FOR WATERMAIN SHALL BE TO TOP OF PIPE. LESS THAN 4' REQUIRES CONCRETE INSULATION. SEE S.D.P. 6-18.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA

POLYSTYRENE INSULATION

CITY ENGINEER

SHT	DATE REVISED	PLATE NO.	REV.
1 OF 1 SHTS	1/26/24	6-19	F

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Badger Heights

Rochester, Minnesota

2nd Addition - Final Plat

Details 3

DATE	DESCRIPTION
1-7-2026	City Submittal

CERTIFICATION

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Ben Palazzolo

Date | 61668 License no.

QA/QC CHECK

By | Date

PROJECT TEAM DATA

Designed By: BJP

Drafted By: BJP, TMA, DJB

Project No.: 4000344-00

5

Sheet 5 of 27

File Location: X:\4000344-00\001-tdf\ Design\02 Sheets - CD Phase 2\DETAILS.dwg Plotted By: Ben Palazzolo on January 7, 2026 at 7:21:23 AM



SITE PLAN DATA:

PID: 742023082377

GROSS AREA	9.15 AC
ROW (INTERIOR)	1.71 AC
EXISTING ZONING	R2

SITE PLAN LOT DATA:

SINGLE FAMILY LOTS:

MIN LOT WIDTH (INTERIOR):	65 FT
MIN LOT WIDTH (CORNER):	78 FT
MIN. LOT DEPTH:	130 FT

STRUCTURE SETBACKS:

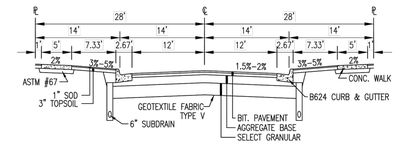
MIN. FRONT SETBACK:	25 FT
MIN. SIDE (INTERIOR):	7.5 FT
MIN. SIDE (STREET):	20 FT
MIN. REAR:	20 FT

LOT TYPE BREAKDOWN:

SINGLE FAMILY:	32

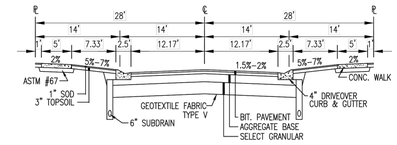
LEGEND:

- EASEMENT LINE
- BUILDING SETBACK
- PROPERTY LINE
- LOT LINE
- ROW
- STREET SIGN



BATTERFACE CURB

CENTERLINE – 12.00' TO LIP OF GUTTER
CENTERLINE – 14.67' TO BACK OF CURB
PROP. SIDE SWLK. – 12.33' FROM BACK OF CURB
CENTERLINE IS 0.24' ABOVE LIP OF GUTTER
CENTERLINE IS 0.13' BELOW TOP OF CURB
PROP. SIDE SWLK. IS 0.39' ABOVE TOP OF CURB



DRIVEOVER CURB

CENTERLINE – 12.17' TO LIP OF GUTTER
CENTERLINE – 14.67' TO BACK OF CURB
PROP. SIDE SWLK. – 12.33' FROM BACK OF CURB
CENTERLINE IS 0.24' ABOVE LIP OF GUTTER
CENTERLINE IS 0.01' BELOW TOP OF CURB
PROP. SIDE SWLK. IS 0.51' ABOVE TOP OF CURB

NOTES

1. MIN. WIDTH FOR PLANTING TREES IS: 7' FOR BOULEVARDS
2. REFER TO ENGINEERING STANDARDS FOR PAVEMENT DESIGN.
3. REFER TO CITY OF ROCHESTER COMPREHENSIVE PLAN, FOR LOCAL STREET RIGHT OF WAY AND MINIMUM ROADWAY WIDTH REQUIREMENTS.
4. BITUMINOUS SHALL BE 1/4" – 1/2" HIGHER THAN LIP OF GUTTER.

ROCHESTER S.D.P. REF. 1–08, 2–01, 2–10

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
ROADWAY TYPICAL SECTION
28' RDWY.–56' R.O.W.
CITY ENGINEER

SHT 13 OF 21 SHTS	DATE REVISED	PLATE NO.	REV.
	1/1/23	3–01	G

B



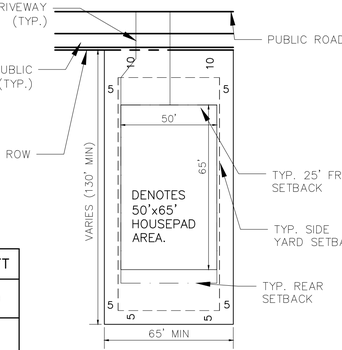
NO PARKING SIGN
NOT TO SCALE

C



SPEED LIMIT 20 SIGN
NOT TO SCALE

SYMBOL	STREET SIGN	QTY	DIM	SQFT
A	STOP SIGN	2	OCT	10
B	NO PARKING (12X12)	6	12"X12"	6
C	SPEED LIMIT 20 (18X24)	2	18"X18"	6
D	35 ST NW	1	10"X30"	2
E	BALFOUR PL NW	2	10"X36"	5
F	WORRAL CT NW	1	10"X36"	2.5
	TOTAL:	14		31.5



TYPICAL SINGLE FAMILY LOT
NOT TO SCALE

N

0 40 80 160
SCALE IN FEET

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Badger Heights

Rochester, Minnesota

2nd Addition - Final Plat
Site & Signage Plan - Overall

DESCRIPTION	DATE
City Submittal	1-7-2026

CERTIFICATION

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Ben Palazzolo

61668

Date License no.

QA/QC CHECK

By Date

PROJECT TEAM DATA

Designed By: BJP

Drafted By: BJP, TMA, DJB

Project No.: 4000344-00

6

Sheet 6 of 27

Location: X:\4000344-00\001\40 Design\20 Sheets - CD Phase 2\SITE.dwg Plotted By: Ben Palazzolo on January 7, 2026 at 7:22:04 AM

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N

0 25 50 100
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ALPHA PARKWAY NW
BALFOUR PLACE NW
35TH STREET NW
35TH ST NW
WORRALL COURT NW
MILLET PLACE NW
50TH AVE NW
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
OUTLOT B
STREET AND STOP SIGN
DESIGN "D" CURB AND GUTTER (SEE SDP 2-01)
MATCH EXISTING CONNECT TO 1ST ADD. C&G AND PAVEMENT
5' SIDEWALK
PED RAMP
RETAINING WALL (TYP)
BOULEVARD VARIES, SIDEWALK DISTANCE FROM BACK OF CURB VARIES
REMOVE EX. SIGNAGE
CONNECT TO EX. SIDEWALK
END TAPER AND CONNECT TO EX. ROAD STA:8+34.98
5' TRANSITION FROM DESIGN "D" C&G TO DESIGN "B6" C&G
BEGIN 15:1 TAPER STA:7+70.65
BEGIN 15:1 TAPER STA:7+59.46
56' ROW
28' F-F
R=100'
R=200'
R=300'
(PUBLIC)

Badger Heights
Rochester, Minnesota

2nd Addition - Final Plat
Site & Signage Plan

DESCRIPTION	DATE
City Submittal	1.7.2026

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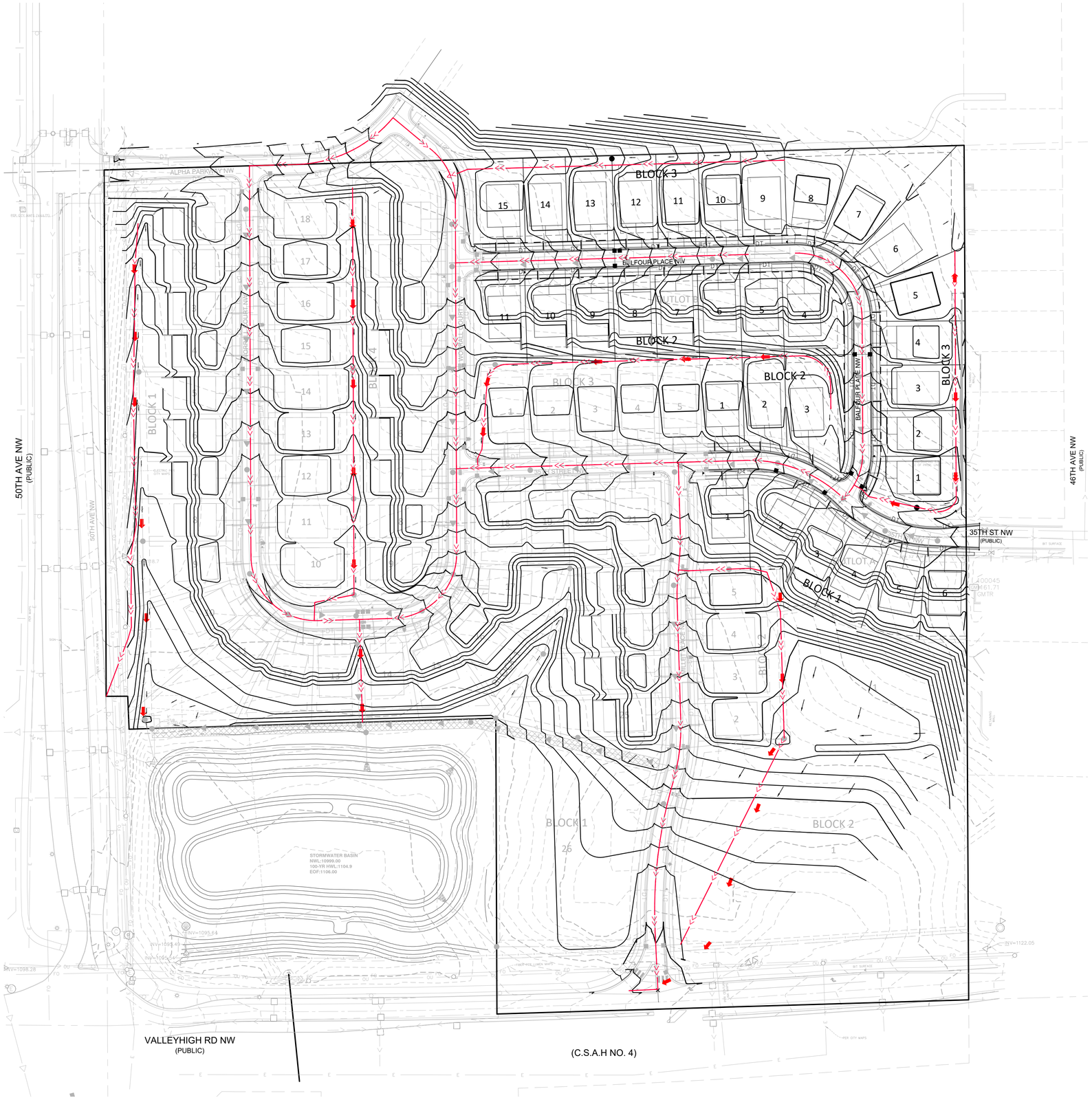
PROJECT TEAM DATA

Designed By: BJP
Drafted By: BJP, TMA, DJB
Project No.: 4000344-00

7

Sheet 7 of 27

Location: X:\4000344-00\100140 Design\02 Sheets - CD Phase 2\SITE.dwg Plotted By: Ben Palazzolo on January 7, 2026 at 7:22:07 AM



GRADING NOTES:

1. ALL FINISHED GRADES SHALL BE A MINIMUM OF 2.0%. ALL PERVIOUS FINISHED GRADES SHALL SLOPE AWAY FROM PROPOSED BUILDINGS AT MINIMUM GRADE OF 5.0% FOR AT LEAST 10'. ALL IMPERVIOUS FINISHED GRADES SHALL SLOPE AWAY FROM PROPOSED BUILDINGS AT A MINIMUM GRADE OF 2%.
2. THE CONTRACTOR SHALL KEEP THE ADJACENT ROADWAYS FREE OF DEBRIS AND PREVENT THE OFF-SITE TRACKING OF SOIL IN ACCORDANCE WITH THE REQUIREMENTS OF THE CITY.
3. NOTIFY GOPHER STATE ONE CALL, AT (800) 252-1166, 48 HOURS PRIOR TO START OF CONSTRUCTION.
4. ALL IMPROVEMENTS TO CONFORM WITH CITY OF ROCHESTER CONSTRUCTION STANDARDS SPECIFICATION, LATEST EDITION.
5. ROCK CONSTRUCTION ENTRANCES SHALL BE PROVIDED AT ALL CONSTRUCTION ACCESS POINTS.
6. REFER TO GEOTECHNICAL REPORT AND PROJECT MANUAL, FOR SOIL CORRECTION REQUIREMENTS AND TESTING REQUIREMENTS.
7. STRIP TOPSOIL PRIOR TO ANY CONSTRUCTION. REUSE STOCKPILE ON SITE. STOCKPILE PERIMETERS MUST BE PROTECTED WITH SILT FENCE.
8. PRIOR TO STARTING CONSTRUCTION, THE CONTRACTOR SHALL BE RESPONSIBLE TO MAKE SURE THAT ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN OBTAINED. NO CONSTRUCTION OR FABRICATION SHALL BEGIN UNTIL THE CONTRACTOR HAS RECEIVED AND THOROUGHLY REVIEWED ALL PLANS AND OTHER DOCUMENTS APPROVED BY ALL OF THE PERMITTING AUTHORITIES.
9. IMMEDIATELY FOLLOWING GRADING OF (3:1 OR GREATER) SIDE SLOPES AND DRAINAGE SWALES, WOOD FIBER BLANKET OR OTHER APPROVED SOIL STABILIZING METHOD (APPROVED BY ENGINEER) SHALL BE APPLIED OVER APPROVED SEED MIXTURE AND A MINIMUM OF 6" TOPSOIL.
10. THE GENERAL CONTRACTOR MUST DISCUSS DEWATERING PLANS WITH ALL SUBCONTRACTORS TO VERIFY NPDES REQUIREMENTS. IF DEWATERING IS REQUIRED, CONTRACTOR TO CONSULT WITH EROSION CONTROL INSPECTOR AND ENGINEER TO DETERMINE APPROPRIATE METHOD.
11. REFER TO STORMWATER POLLUTION PREVENTION PLAN (SWPPP) FOR ALL EROSION AND SEDIMENT CONTROL DEVICE LOCATION, DESCRIPTIONS, NOTES AND DETAILS INCLUDING CONCRETE WASHOUT STATION INSTRUCTIONS.
12. ALL PROPOSED RESIDENTIAL STRUCTURES MUST HAVE A LOWEST FLOOR OPENING ELEVATION A MINIMUM OF 1' ABOVE ANY APPLICABLE EMERGENCY OVERFLOW ELEVATION AND/OR 2' ABOVE ANY ADJACENT 100 YR. HIGH WATER ELEVATION.
13. SEE SHEET 10 FOR PAD HOLDDOWN DETAILS & GRADING DETAILS.

RETAINING WALL NOTES:

RETAINING WALL MASS GRADING PREPARATION

1. ALL RETAINING WALLS SHALL BE ROUGH GRADED AT A 2:1 SLOPE WITH BASE OF SLOPE AT PROPOSED WALL FACE.
2. THE RETAINING WALL SLOPE AREAS ARE TO BE MAINTAINED UNTIL RETAINING WALL CONSTRUCTION OCCURS. ANY EROSION SHALL BE REMEDIED AND RESTORED.
3. BUILDING PERMITS ARE REQUIRED FOR ALL RETAINING WALLS 4 FEET IN HEIGHT OR GREATER AND THE WALLS SHALL BE DESIGNED BY A STRUCTURAL ENGINEER WITH DESIGN REVIEWED AND APPROVED BY THE CITY PRIOR TO INSTALLATION. ANY QUESTIONS REGARDING THE BUILDING PERMITS SHALL BE DIRECTED TO THE CITY BUILDING INSPECTOR.
4. INSTALL SAFETY RAILING ATOP ALL WALLS WHERE REQUIRED BY CODE.
5. RETAINING WALL CONTRACTOR AND/OR RETAINING WALL STRUCTURAL ENGINEER ARE RESPONSIBLE TO REVIEW CIVIL SITE ENGINEERING DRAWINGS. ANY OBSERVED CONCERNS WITH CIVIL SITE ENGINEERING DESIGN ELEMENTS RELATED TO RETAINING WALLS THAT REQUIRE MODIFICATIONS TO THE CIVIL SITE DESIGN IS THEIR RESPONSIBILITY TO COORDINATE WITH PROJECT OWNER AND CIVIL SITE ENGINEER. IF NO COORDINATION IS REQUESTED IT SHALL BE UNDERSTOOD THAT ALL CONDITIONS WITHIN THE CIVIL SITE DESIGN AND PLANS ARE ACCEPTABLE AND ABLE TO BE PROVIDED FOR IN THE RETAINING WALL DESIGN AND CONSTRUCTION.
6. RETAINING WALLS ARE TO BE FINAL DESIGNED AND PERMITTED (AS REQUIRED BY HEIGHT) BY OTHERS.

DEVELOPER CONTACT:

WEST 34 PARTNERS, LLC
2705 HIGHWAY 14 WEST
ROCHESTER, MN 55901
IAN PETERSON
JEFFREY BROWN

SITE MASS GRADING COMPLETED 2025. SEE PHASE 1 PLANS FOR DETAILS

ENGINEER CONTACT:

ALLIANT ENGINEERING
733 MARQUETTE AVE, STE 700
MINNEAPOLIS MN, 55402
MARK RAUSCH

LEGEND:

- EASEMENT LINE
- PROPERTY LINE
- LOT LINE
- RETAINING WALL
- ROW
- 900 — PRE-DEVELOPMENT CONTOUR
- 900 — CITY POND GRADING CONTOUR (BY OTHERS)
- 900 — MASS GRADING CONTOUR
- PROPOSED STORM SEWER
- PROPOSED CATCH BASINS
- x 62.44 x962.44 — PROPOSED SPOT ELEVATION
- TW XXX / BW XXX — TOP OF WALL ELEVATION / BOTTOM OF WALL ELEVATION
- DIRECTION OF DRAINAGE
- SOG — SLAB ON GRADE
- W — WALK OUT
- L — LOOK OUT
- EMERGENCY OVERFLOW ROUTING

FRONT OF PAD
1081.2 — GARAGE FLOOR ELEVATION
1081.7 — TOP OF FOUNDATION
W (4) — HOUSE TYPE
1072.0 — ADDITIONAL REQUIRED STEPS BEYOND TYP. STEP ASSUMED = 0.67'
1071.5 — LOWEST FLOOR ELEVATION (LOW OPENING FOR WO)
REAR OF PAD — REAR ELEVATION (TOP OF FOUNDATION +0.5' FROM REAR ELEVATION)

x62.4 DROP FOUND — ELEVATION OF SURFACE AT BUILDING. REQUIRES DEEPER FOUNDATION

N

0 40 80 160
SCALE IN FEET

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Badger Heights

Rochester, Minnesota

2nd Addition - Final Plat
Grading & Drainage Plan

DESCRIPTION	DATE
City Submittal	1.7.2026

CERTIFICATION

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Ben Palazzolo
61668
Date License no.

QA/QC CHECK

By Date

PROJECT TEAM DATA

Designed By: BJP
Drafted By: BJP, TMA, DJB
Project No.: 4000344-00

8

Sheet 8 of 27

Location: X:\4000344-00\05\10\Design\02 Sheets - CD Phase 2\GRADING.dwg Plotted By: Ben Palazzolo on January 7, 2026 at 7:26:44 AM

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N

0 25 50 100
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Badger Heights
Rochester, Minnesota

2nd Addition - Final Plat
Grading & Drainage Plan - View A

DATE	DESCRIPTION
1-7-2026	City Submittal

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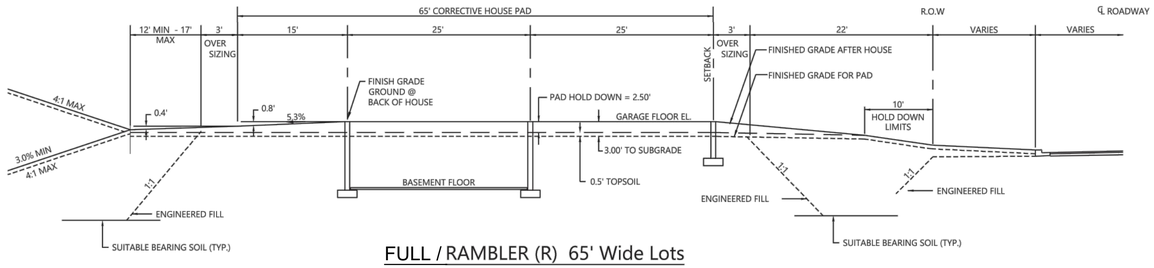
PROJECT TEAM DATA

Designed By: BJP
Drafted By: BJP, TMA, DJB
Project No.: 4000344-00

9

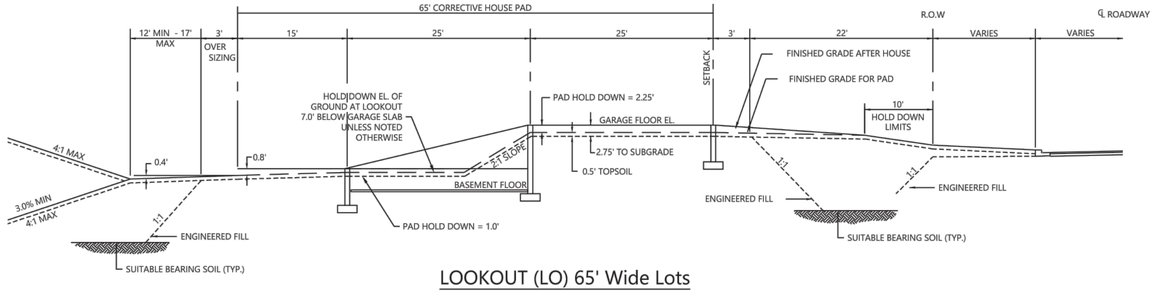
Sheet 9 of 27

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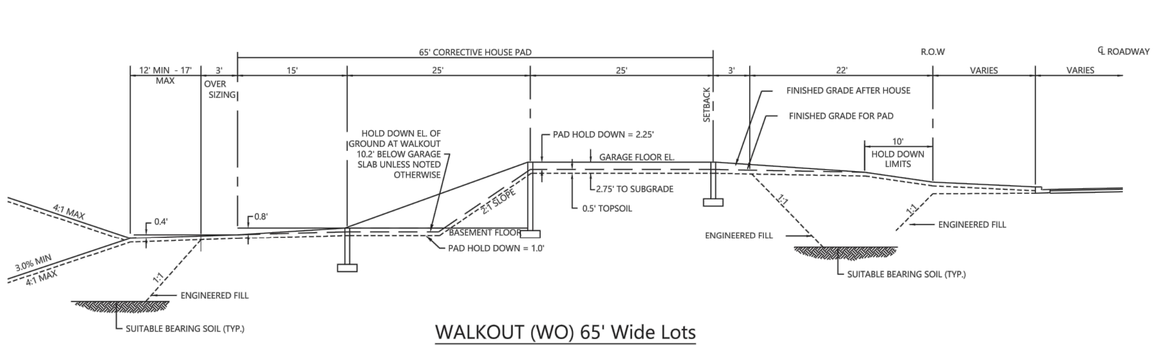
FULL / RAMBLER (R) 65' Wide Lots

N.T.S.



LOOKOUT (LO) 65' Wide Lots

N.T.S.



WALKOUT (WO) 65' Wide Lots

N.T.S.

PAD HOLDDOWN DETAILS

FOR REFERENCE ONLY, SITE WAS MASS GRADED IN 2025. SEE PHASE 1 PLANS FOR DETAILS

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Badger Heights
Rochester, Minnesota
2nd Addition - Final Plat
Grading Hold Down Details

DATE	DESCRIPTION
1-7-2026	City Submittal

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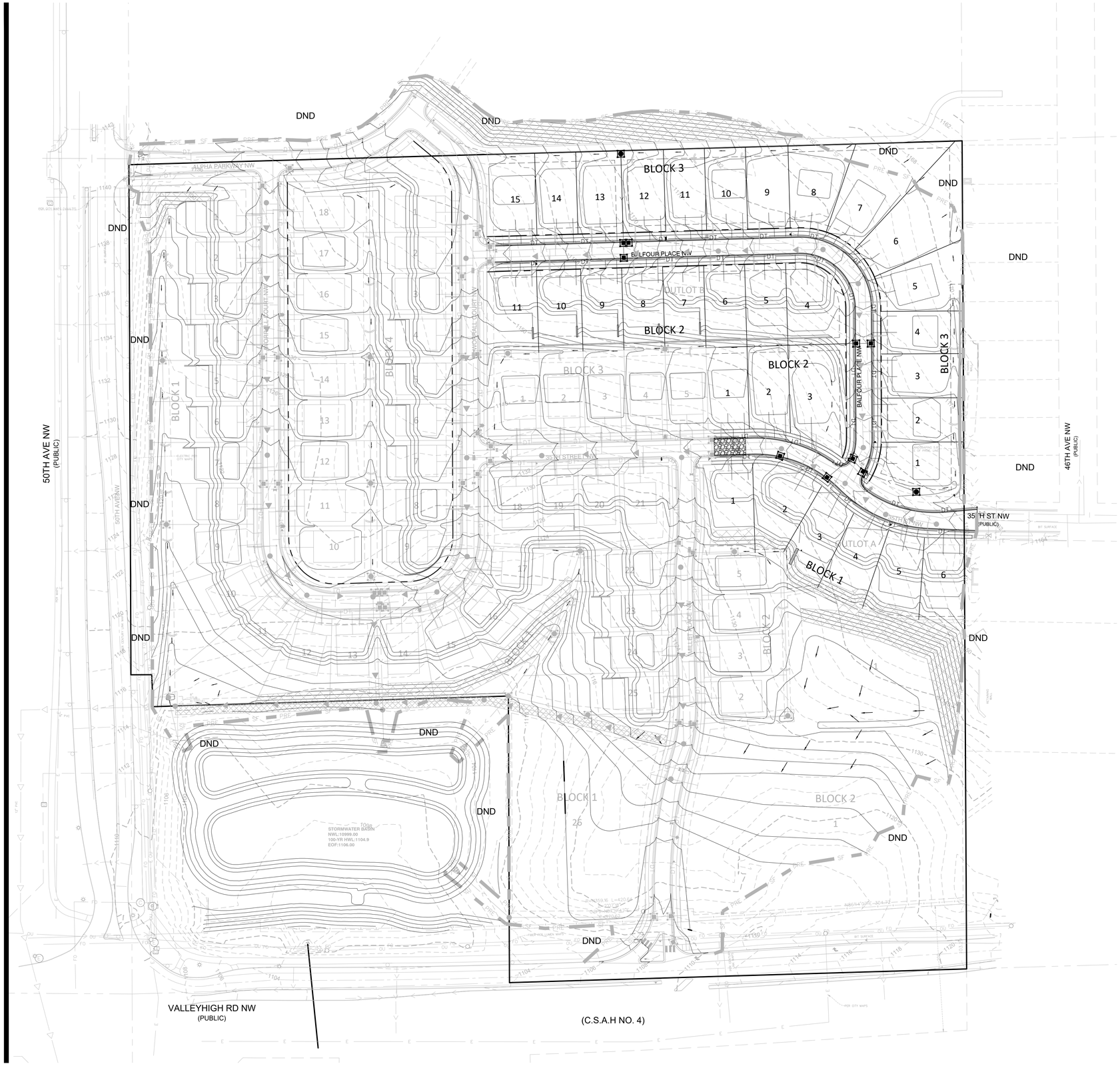
PROJECT TEAM DATA

Designed By: BJP
Drafted By: BJP, TMA, DJB
Project No.: 4000344-00

10

Sheet 12 of 27

File Location: X:\4000344-00\00140 Design\02 Sheets - CD Phase 2\DRAWING.dwg | Plotted By: Ben Palazzolo on January 7, 2026 at 7:25:44 AM



NOTE TO CONTRACTOR:

THE MASS GRADING CONTRACTOR IS RESPONSIBLE FOR INSTALLATION OF ALL EROSION AND SEDIMENT CONTROL BEST MANAGEMENT PRACTICES (BMPS) (EXCEPT FOR POST GRADE BMPS NEEDED AFTER UTILITY CONSTRUCTION ACTIVITY). THE BMPS ARE TO BE INSTALLED AT A MINIMUM AS SHOWN IN THE PLAN, IF CONDITIONS ARISE, ADDITIONAL BMP SUPPLEMENTATION TO PREVENT SITE EROSION OR SEDIMENT TRANSPORT MAY BE NECESSARY. THE MASS GRADING CONTRACTOR IS RESPONSIBLE FOR ALL BMPS REQUIRED TO COMPLETE THE MASS GRADING ACTIVITIES AND SUBSEQUENT TEMPORARY SOIL STABILIZATION NECESSARY TO PREPARE SITE FOR STREET AND UTILITY CONSTRUCTION AND HOME BUILDING. AT THE COMPLETION OF MASS GRADING WORK AND SATISFACTORY SITE SOIL STABILIZATION, THE DEVELOPER AND MASS GRADING CONTRACTOR SHALL COORDINATE THE TRANSFER OF NPDES PERMIT RESPONSIBILITIES TO THE STREET AND UTILITY CONTRACTOR.

THE STREET AND UTILITY CONTRACTOR WILL THEN ASSUME THE RESPONSIBILITY TO PROVIDE INSPECTION AND MAINTENANCE OF ANY IN-PLACE BMPS AS WELL AS INSTALL THE ADDITIONAL BMPS REQUIRED IN THE STREET AND UTILITY CONSTRUCTION DOCUMENT SWPPP. UPON COMPLETION OF STREET AND UTILITY CONSTRUCTION, THE STREET AND UTILITY CONTRACTOR SHALL REMOVE ANY BMPS INSTALLED DURING THE STREET AND UTILITY PHASE THAT ARE NO LONGER REQUIRED AND COORDINATE THE TRANSFER OF NPDES PERMIT RESPONSIBILITIES BACK TO THE DEVELOPER.

NOTES:

1. SEE SHEET 13 FOR ALL EROSION AND SEDIMENT CONTROL NOTES AND DETAILS.

EROSION CONTROL RESPONSIBLE PARTY:

WEST 34 PARTNERS, LLC
2705 HIGHWAY 14 WEST
ROCHESTER, MN 55901
IAN PETERSON
JEFFREY BROWN

SITE IMPERVIOUS DATA

PRE-DEVELOPMENT ACRES OF IMPERVIOUS: 1.1 AC

ACRES OFNEW AND RECONSTRUCTED IMPERVIOUS: 12.0 AC

SWPPP BMP QUANTITIES:

ROCK CONSTRUCTION ENTRANCE	1 EA
INLET PROTECTION	11 EA

LEGEND:

- PRE DEVELOPMENT CONTOUR
- MASS GRADED CONTOUR
- PROPOSED RETAINING WALL
- DIRECTION OF DRAINAGE
- PROPOSED CATCH BASINS
- PROPOSED STORM SEWER
- PROPERTY LINE
- LOT LINE
- RIGHT-OF-WAY
- EXISTING VEGETATION LIMITS (APPROX)
- PROPOSED SILT FENCE (INSTALLED IN PHASE 1)
- INLET PROTECTION
- BIOROLL (INSTALLED IN PHASE 1)
- DND — DO NOT DISTURB AREAS
- TEMPORARY DRAINAGE ROUTING DURING MASS GRADING
- ROCK CONSTRUCTION ENTRANCE
- CATAGORY 3 EROSION CONTROL BLANKET (INSTALLED IN PHASE 1)

N

0 40 80 160
SCALE IN FEET

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Badger Heights

Rochester, Minnesota

2nd Addition - Final Plat

Erosion & Sediment Control Plan

DESCRIPTION	DATE
City Submittal	1-7-2026

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QA/QC CHECK

By Date

PROJECT TEAM DATA

Designed By: BJP

Drafted By: BJP, TMA, DJB

Project No.: 4000344-00

11

Sheet 11 of 27

Location: X:\4000344-00\0140 Design\02 Sheets - CD Phase 2\EROSION CONTROL.dwg Plotted By: Ben Palazzolo on January 7, 2026 at 7:27:49 AM

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N

0 25 50 100
SCALE IN FEET

DND

ALPHA PARKWAY NW

CATEGORY 3 EROSION CONTROL BLANKET (TYP)

INLET PROTECTION (TYP)

BLOCK 3

BALFOUR PLACE NW

OUTLOT B

BLOCK 2

BLOCK 4

MORRALL COURT NW

BLOCK 1

50TH AVE NW

ROCK CONSTRUCTION ENTRANCE (TYP)

35TH ST NW

35TH ST NW (PUBLIC)

OUTLOT A

CATEGORY 3 EROSION CONTROL BLANKET (TYP)

MILLET PLACE NW

CATEGORY 3 EROSION CONTROL BLANKET (TYP)

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Badger Heights
Rochester, Minnesota

2nd Addition - Final Plat

Erosion & Sediment Control Plan - View A

DESCRIPTION	DATE
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PROJECT TEAM DATA

Designed By: BJP
Drafted By: BJP, TMA, DJB
Project No.: 4000344-00

12

Sheet 12 of 27

Location: X:\4000344-00\00\140 Design\02 Sheets - CD Phase 2\EROSION CONTROL.dwg Plotted By: Ben Palazzolo on January 7, 2026 at 7:27:47 AM

POLLUTION PREVENTION MANAGEMENT MEASURES:

THE CONTRACTOR SHALL IMPLEMENT THE FOLLOWING POLLUTION PREVENTION MANAGEMENT MEASURES ON THE SITE:

1. SOLID WASTE: COLLECTED SEDIMENT, ASPHALT AND CONCRETE MILLINGS, FLOATING DEBRIS, PAPER, PLASTIC, FABRIC, CONSTRUCTION AND DEMOLITION DEBRIS AND OTHER WASTES MUST BE DISPOSED OF PROPERLY AND MUST COMPLY WITH MPCA DISPOSAL REQUIREMENTS.

2. HAZARDOUS MATERIAL: OIL, GASOLINE, PAINT AND ANY HAZARDOUS SUBSTANCES MUST BE PROPERLY STORED, INCLUDING SECONDARY CONTAINMENT, TO PREVENT SPILLS, LEAKS OR OTHER DISCHARGE. RESTRICTED ACCESS TO STORAGE AREAS MUST BE PROVIDED TO PREVENT VANDALISM. STORAGE AND DISPOSAL OF HAZARDOUS WASTE MUST BE IN COMPLIANCE WITH MPCA REGULATIONS.

3. CONCRETE WASHOUT IS DONE TRUCK BY TRUCK WITH A MOBILE WASHOUT SYSTEM PROVIDED AND COMPLETED BY THE CONCRETE CONTRACTOR. RUNOFF MUST BE CONTAINED AND WASTE PROPERLY DISPOSED OF.

4. NO ENGINE DEGREASING IS ALLOWED ON SITE.

5. STREET SWEEPING IS REQUIRED A MINIMUM OF 1 x PER WEEK OR AS DIRECTED BY CITY ENGINEER.

6. DEWATERING ACTIVITIES SHALL DISCHARGE TO A TREATMENT FACILITY.

EROSION AND SEDIMENT CONTROL MAINTENANCE PROGRAM:

1. INSPECT SILT FENCES IMMEDIATELY AFTER EACH RAINFALL AND AT LEAST DAILY DURING PROLONGED RAINFALL. IMMEDIATELY REPAIR FAILED OR FAILING SILT FENCE.

2. REPLACEMENT – FABRIC SHALL BE REPLACED PROMPTLY WHEN IT DECOMPOSES OR BECOMES INEFFECTIVE BEFORE THE BARRIER IS NO LONGER NECESSARY.

3. SEDIMENT REMOVAL – SEDIMENT DEPOSITS SHOULD BE REMOVED AFTER EACH STORM EVENT. THEY MUST BE REMOVED WHEN DEPOSITS REACH APPROXIMATELY ONE–THIRD THE HEIGHT OF THE BARRIER. ANY SEDIMENT REMAINING IN PLACE AFTER THE SILT FENCE OR FILTER FABRIC IS NO LONGER REQUIRED SHALL BE DRESSED TO CONFORM WITH EXISTING GRADE, PREPARED, AND SEEDED WITH THE APPROPRIATE SEED MIX, OR SODDED AS DIRECTED BY THE ENGINEER.

4. REMOVAL OF SILT FENCE – SILT FENCES SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UPWARD SLOPING AREA HAS BEEN PERMANENTLY STABILIZED. IF THE UPWARD SLOPING AREA IS TO BE EXPOSED LONGER THAN SIX (6) MONTHS, THAT AREA SHALL BE COVERED WITH TEMPORARY VEGETATION WHEN FIRST EXPOSED.

5. THE CONTRACTOR MUST ROUTINELY INSPECT THE CONSTRUCTION SITE ONCE EVERY SEVEN (7) DAYS DURING ACTIVE CONSTRUCTION AND WITHIN 24 HOURS AFTER A RAINFALL EVENT GREATER THAN 0.5 INCHES IN 24 HOURS.

6. ALL INSPECTIONS AND MAINTENANCE CONDUCTED DURING CONSTRUCTION MUST BE RECORDED IN WRITING AND THESE RECORDS MUST BE RETAINED WITH THE SWPPP RECORDS OF EACH INSPECTION AND MAINTENANCE ACTIVITY SHALL INCLUDE:

A. DATE AND TIME OF INSPECTIONS;
B. NAME OF PERSON(S) CONDUCTING INSPECTIONS;
C. FINDINGS OF INSPECTIONS, INCLUDING RECOMMENDATIONS FOR CORRECTIVE ACTIONS;
D. CORRECTIVE ACTIONS TAKEN (INCLUDING DATES, TIMES, AND PARTY COMPLETING MAINTENANCE ACTIVIES.)
E. DATE AND AMOUNT OF ALL RAINFALL EVENTS GREATER THAN ½ INCH (0.5 INCHES) IN 24 HOURS;
F. DOCUMENTS OF CHANGES MADE TO THE SWPPP AS REQUIRED IN PART III.A.4.

7. WHERE PARTS OF THE CONSTRUCTION SITE HAVE UNDERGONE FINAL STABILIZATION, BUT WORK REMAINS ON OTHER PARTS OF SITE, INSPECTIONS OF THE STABILIZED AREAS MAY BE REDUCED TO ONCE PER MONTH. WHERE WORK HAS BEEN SUSPENDED DUE TO FROZEN GROUND CONDITIONS, THE REQUIRED INSPECTIONS AND MAINTENANCE MUST TAKE PLACE AS SOON AS RUNOFF OCCURS AT THE SITE OR PRIOR TO RESUMING CONSTRUCTION, WHICHEVER COMES FIRST.

EROSION CONTROL GENERAL NOTES:

1. NO LAND DISTURBING ACTIVITY SHALL OCCUR UNTIL A GRADING PERMIT HAS BEEN ISSUED FROM THE CITY OF ROCHESTER.

2. BEST MANAGEMENT PRACTICES (BMP'S) REFER TO EROSION AND SEDIMENT CONTROL PRACTICES DEFINED IN THE MPCA PROTECTING WATER QUALITY IN URBAN AREAS AND THE MINNESOTA CONSTRUCTION SITE EROSION AND SEDIMENT CONTROL PLANNING HANDBOOK.

3. ALL BMP'S SELECTED SHALL BE APPROPRIATE FOR THE TIME OF YEAR, SITE CONDITIONS, AND ESTIMATED DURATION OF USE.

4. ALL WORK AND MATERIALS SHALL BE CONSTRUCTED ACCORDING TO THE APPROVED PLANS. ANY DEVIATION FROM THE APPROVED PLANS SHALL REQUIRE WRITTEN APPROVAL FROM THE ENGINEER OF RECORD.

5. A COPY OF THESE PLANS MUST BE ON THE JOB SITE WHENEVER CONSTRUCTION IS IN PROGRESS.

6. THE BOUNDARIES OF THE LAND DISTURBANCE LIMITS SHOWN ON THE PLANS SHALL BE CLEARLY FLAGGED IN THE FIELD PRIOR TO CONSTRUCTION. NO DISTURBANCE BEYOND THE DISTURBED LIMITS.

7. WHEREVER POSSIBLE, PRESERVE THE EXISTING TREES, GRASS AND OTHER VEGETATIVE COVER TO HELP FILTER RUNOFF.

8. ESTABLISH A PERMANENT VEGETATIVE COVER ON ALL EXPOSED SOILS WHERE LAND IS COMING OUT OF AGRICULTURAL PRODUCTION. PLANT AS SOON AS POSSIBLE TO ESTABLISH DENSE GRASS FILTER PRIOR TO CONSTRUCTION AND TO MINIMIZE WEED GROWTH.

9. ALL TREES NOT LISTED FOR REMOVAL SHALL BE PROTECTED. DO NOT OPERATE EQUIPMENT WITHIN THE DRIPLINE, ROOT ZONES OR WITHIN TREE PROTECTION FENCE AREAS.

10. ALL EROSION AND SEDIMENT CONTROL FACILITIES (BMP'S) SHALL BE INSTALLED AND IN OPERATION PRIOR TO LAND DISTURBANCE ACTIVITIES AND THEY SHALL BE SATISFACTORILY MAINTAINED UNTIL CONSTRUCTION IS COMPLETED AND THE POTENTIAL FOR EROSION HAS PASSED.

11. SILT FENCE IS REQUIRED AT DOWN GRADIENT PERIMETER OF DISTURBED AREAS AND STOCKPILES. PROTECT WETLANDS, WATERCOURSES AND ADJACENT PROPERTIES FROM SEDIMENTATION AND STORMWATER RUNOFF.

12. THE BMP'S SHOWN ON THE PLANS ARE THE MINIMUM REQUIREMENTS FOR THE ANTICIPATED SITE CONDITIONS. AS CONSTRUCTION PROGRESSES AND UNEXPECTED OR SEASONAL CONDITIONS DICTATE, THE PERMITTEE/CONTRACTOR SHALL ANTICIPATE THAT MORE BMP'S WILL BE NECESSARY TO ENSURE EROSION AND SEDIMENT CONTROL ON THE SITE. DURING THE COURSE OF CONSTRUCTION, IT IS THE RESPONSIBILITY OF THE PERMITTEE/CONTRACTOR TO ADDRESS ANY NEW CONDITIONS THAT MAY BE CREATED BY CONSTRUCTION ACTIVITIES AND/OR CLIMATIC EVENTS AND TO PROVIDE ADDITIONAL BMP'S OVER AND ABOVE THE MINIMUM REQUIREMENTS SHOWN ON THE PLANS, AS MAY BE NEEDED TO PROVIDE EFFECTIVE PROTECTION OF WATER AND SOIL RESOURCES.

13. THE BMP'S SHALL BE INSPECTED DAILY BY THE PERMITTEE/CONTRACTOR AND MAINTAINED AS NECESSARY TO ENSURE THEIR CONTINUED FUNCTIONING. SILT FENCES CLEANED OR REPLACED AT SEDIMENT BUILDUP OF 1/3 OF THE FENCE HEIGHT.

14. LAND DISTURBING ACTIVITIES SHALL OCCUR IN INCREMENTS OF WORKABLE SIZE SUCH THAT ADEQUATE BMP CONTROL CAN BE PROVIDED THROUGHOUT ALL PHASES OF CONSTRUCTION. THE SMALLEST PRACTICAL AREA SHALL BE EXPOSED OR OTHERWISE DISTURBED AT ANY ONE TIME.

15. OPERATE TRACK EQUIPMENT (DOZER) UP AND DOWN EXPOSED SOIL SLOPES ON FINAL PASS, LEAVING TRACK GROOVES PERPENDICULAR TO THE SLOPE. DO NOT BACK–BLADE. LEAVE A SURFACE ROUGH TO MINIMIZE EROSION.

16. ALL AREAS DISTURBED BY CONSTRUCTION SHALL BE STABILIZED FROM EROSION WITHIN 7 DAYS OF SUBSTANTIAL COMPLETION OF GRADING IN THAT AREA. TEMPORARY SEED AND MULCH SHALL COVER ALL EXPOSED SOILS IF GRADING COMPLETION IS DELAYED LONGER THAN 7 DAYS. PERMANENT SEED AND MULCH OR SOD IS REQUIRED WITHIN 3 DAYS OF COMPLETION OF FINAL GRADING.

17. GENERAL TEMPORARY SEED SHALL BE MNDOT MIX 190 @ 100 LBS. PER ACRE OR APPROVED EQUAL. PERMANENT SEED SHALL BE MNDOT MIX 270 @ 120 LBS. PER ACRE OR APPROVED EQUAL. (PLANTING DATES PER SPEC 2575). MULCH SHALL BE MNDOT TYPE 1 (DOUBLE NETTED STRAW) @ 2 TONS PER ACRE AND DISK ANCHORED IN PLACE OR APPROVED EQUAL. FERTILIZER SHALL BE 80–80–80 NPK PER ACRE (UNLESS P RESTRICTIONS APPLY) AND INCORPORATED INTO THE SEED BED.

18. POND, BASIN AND WETLAND AREAS SHALL BE SEEDED IN ACCORDANCE WITH LANDSCAPE PLAN.

19. ALL TEMPORARY EROSION AND SEDIMENT CONTROL MEASURES SHALL BE PROPERLY DISPOSED OF WITHIN THIRTY (30) DAYS AFTER FINAL SITE STABILIZATION IS ACHIEVED OR AFTER THE TEMPORARY MEASURES ARE NO LONGER NEEDED.

20. AN ALTERNATE EROSION & SEDIMENT CONTROL PLAN SHALL BE REQUIRED FOR LAND DISTURBANCES ON EACH LOT AS PART OF ANY FUTURE BUILDING PERMIT FOR THE CONSTRUCTION OF STRUCTURES AND DRIVEWAYS.

21. ALL EROSION AND SEDIMENT CONTROL ITEMS MUST BE IN COMPLIANCE WITH MPCA CSW PERMIT (MN R100001)

EROSION CONTROL SCHEDULE:

1. PRIOR TO ANY CONSTRUCTION OR DEMOLITION, SILT FENCE AND FILTERS SHALL BE INSTALLED AS SHOWN TO INTERCEPT RUNOFF.

2. ALL EROSION CONTROL INSTALLATIONS SHALL REMAIN IN PLACE AND BE MAINTAINED IN GOOD CONDITION BY THE CONTRACTOR UNTIL THE SITE HAS BEEN RE–VEGETATED. CONTRACTOR MAY REMOVE NECESSARY SILT FENCING/FILTERS TO CONSTRUCT ROADWAYS, WHILE MAINTAINING ADEQUATE EROSION CONTROL IN ADJACENT AREA.

3. SUFFICIENT TOPSOIL SHALL BE STOCKPILED TO ALLOW FOR THE REPLACEMENT OF 4" OF TOPSOIL FOR DISTURBED AREAS TO BE RE–VEGETATED.

4. THE CONTRACTOR SHALL SCHEDULE SITE GRADING, UTILITY INSTALLATION AND PAVEMENT CONSTRUCTION SO THAT THE GENERAL SITE CAN BE MULCHED AND RE–SEEDED SOON AFTER DISTURBANCE. AREAS THAT WILL NOT BE SUBJECT TO CONSTRUCTION TRAFFIC SHALL BE SEEDED (MnDOT MIX 190 @ 100#/AC AND MULCHED OR SODDED WITHIN SEVEN (7) DAYS OF BEING DISTURBED.

5. CONTRACTOR SHALL INSTALL EROSION CONTROL DEVICES AS INDICATED ON THIS EROSION CONTROL PLAN AND ANY ADDITIONAL REQUIRED BASED ON MEANS, METHODS AND SEQUENCES OF CONSTRUCTION.

SEDIMENT CONTROL PRACTICES:

1. SEDIMENT CONTROL PRACTICES MUST MINIMIZE SEDIMENT FROM ENTERING SURFACE WATERS, INCLUDING CURB AND GUTTER SYSTEMS AND STORM SEWER INLETS.

2. SEDIMENT CONTROL PRACTICES MUST BE ESTABLISHED ON ALL DOWN GRADIENT PERMITERS BEFORE ANY UPGRADIENT LAND DISTURBING ACTIVITIES BEGIN. THESE PRACTICES SHALL REMAIN IN PLACE UNTIL FINAL STABILIZATION HAS BEEN ESTABLISHED.

3. THE TIMING OF THE INSTALLATION OF SEDIMENT CONTROL PRACTICES MAY BE ADJUSTED TO ACCOMMODATE SHORT–TERM ACTIVITIES SUCH AS CLEARING OR GRUBBING, OR PASSAGE OF VEHICLES. ANY SHORT–TERM ACTIVITY MUST BE COMPLETED AS QUICKLY AS POSSIBLE AND THE SEDIMENT CONTROL PRACTICES MUST BE INSTALLED IMMEDIATELY AFTER THE ACTIVITY IS COMPLETED. HOWEVER, SEDIMENT CONTROL PRACTICES MUST BE INSTALLED BEFORE THE NEXT PRECIPITATION EVENT EVEN IF THE ACTIVITY IS NOT COMPLETE.

4. ALL STORM DRAIN INLETS MUST BE PROTECTED BY APPROPRIATE BMPS DURING CONSTRUCTION UNTIL ALL SOURCES WITH POTENTIAL FOR DISCHARGING TO THE INLET HAVE BEEN STABILIZED.

5. TEMPORARY SOIL STOCKPILES MUST HAVE SILT FENCES OR OTHER EFFECTIVE SEDIMENT CONTROLS, AND CANNOT BE PLACED IN SURFACE WATERS, INCLUDING STORM WATER CONVEYANCES SUCH AS CURB AND GUTTER SYSTEMS, OR CONDUITS AND DITCHES. TEMPORARY STOCKPILES SHALL INCLUDE ADDITIONAL SEDIMENT CONTROL AND TEMPORARY COVER AFTER 14 DAYS.

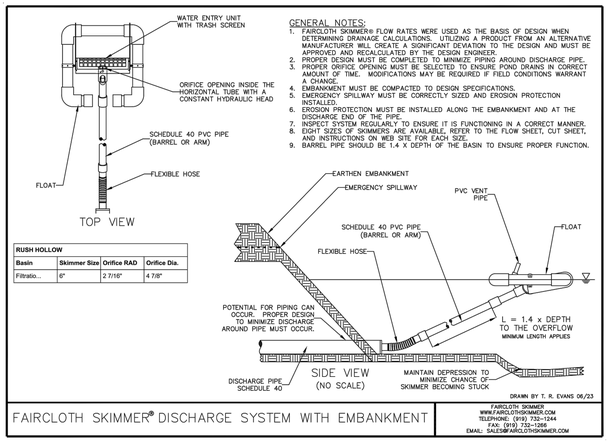
6. SITE CONSTRUCTION ENTRANCES WILL BE AS SHOWN ON THE PLAN. ROCK CONSTRUCTION ENTRANCES SHALL BE INSTALLED AT EACH ENTRANCE.

FINAL STABILIZATION:

THE CONTRACTOR MUST ENSURE FINAL STABILIZATION OF THE SITE. THE CONTRACTOR MUST SUBMIT A NOTICE OF TERMINATION (NOT) WITHIN 30 DAYS AFTER FINAL STABILIZATION IS COMPLETE, OR ANOTHER OWNER/OPERATOR (PERMITTEE) HAS ASSUMED CONTROL OF ALL AREAS OF THE SITE THAT HAVE NOT UNDERGONE FINAL STABILIZATION. FINAL STABILIZATION CAN BE ACHIEVED IN THE FOLLOWING WAY:

ALL SOIL DISTURBING ACTIVITIES AT THE SITE HAVE BEEN COMPLETED AND ALL SOILS MUST BE STABILIZED BY A UNIFORM PERENNIAL VEGETATIVE COVER WITH A DENSITY OF 70 PERCENT OVER THE ENTIRE PERVIOUS SURFACE AREA, OR OTHER EQUIVALENTMEANS NECESSARY TO PREVENT SOIL FAILURE UNDER EROSIVE CONDITIONS AND;

A. ALL DRAINAGE DITCHES, CONSTRUCTED TO DRAIN WATER FROM THE SITE AFTER CONSTRUCTION IS COMPLETE, MUST BE STABILIZED TO PRECLUDE EROSION;
B. ALL TEMPORARY SYNTHETIC, AND STRUCTURAL EROSION PREVENTION AND SEDIMENT CONTROL BMPS (SUCH AS SILT FENCE) MUST BE REMOVED AS PART OF THE SITE FINAL STABILIZATION; AND
C. THE CONTRACTORS MUST CLEAN OUT ALL SEDIMENT FROM CONVEYANCES AND FROM TEMPORARY SEDIMENTATION BASINS THAT ARE TO BE USED AS PERMANENT WATER QUALITY MANAGEMENT BASINS. SEDIMENT MUST BE STABILIZED TO PREVENT IT FROM BEING WASHED BACK INTO THE BASIN, CONVEYANCES OR DRAINAGE WAYS DISCHARGING OFF–SITE OR TO SURFACE WATERS. THE CLEAN OUT OF PERMANENTBASINS MUST BE SUFFICIENT TO RETURN THE BASIN TO DESIGN CAPACITY.



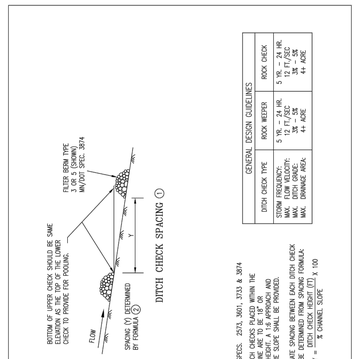
RUSH HOLLOW			
Basin	Skimmer Size	Orifice RAD	Orifice Dia.
Filtratio...	6"	2 7/16"	4 7/8"

GENERAL NOTES:
1. FAIRCLOTH SKIMMER® FLOW RATES WERE USED AS THE BASIS OF DESIGN WHEN DETERMINING DRAINAGE CALCULATIONS. UTILIZING A PRODUCT FROM AN ALTERNATIVE MANUFACTURER WILL CREATE A SIGNIFICANT DEVIATION TO THE DESIGN AND MUST BE APPROVED AND RECALCULATED BY THE DESIGN ENGINEER.
2. PROPER DESIGN MUST BE COMPLETED TO MINIMIZE PIPING AROUND DISCHARGE PIPE.
3. PROPER ORIFICE OPENING MUST BE SELECTED TO ENSURE POND DRAINS IN CORRECT AMOUNT OF TIME. MODIFICATIONS MAY BE REQUIRED IF FIELD CONDITIONS WARRANT A CHANGE.
4. EMBANKMENT MUST BE COMPACTED TO DESIGN SPECIFICATIONS.
5. EMERGENCY SPILLWAY MUST BE CORRECTLY SIZED AND EROSION PROTECTION INSTALLED.
6. EROSION PROTECTION MUST BE INSTALLED ALONG THE EMBANKMENT AND AT THE DISCHARGE END OF THE PIPE.
7. INSPECT SYSTEM REGULARLY TO ENSURE IT IS FUNCTIONING IN A CORRECT MANNER.
8. EIGHT SIZES OF SKIMMERS ARE AVAILABLE, REFER TO THE FLOW SHEET, CUT SHEET, AND INSTRUCTIONS ON WEB SITE FOR EACH SIZE.
9. BARREL PIPE SHOULD BE 1.4 X DEPTH OF THE BASIN TO ENSURE PROPER FUNCTION.

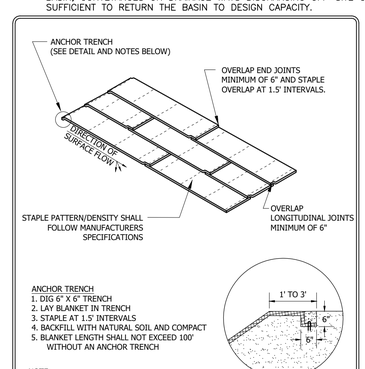
FAIRCLOTH SKIMMER® DISCHARGE SYSTEM WITH EMBANKMENT

FAIRCLOTH SKIMMER
WWW.FAIRCLOTHSKIMMER.COM
TELEPHONE: (910) 732–1244
FAX: (910) 732–1266
EMAIL: SALES@FAIRCLOTHSKIMMER.COM

DRAWN BY T. R. EVANS 06/23



DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
TEMP. SEDIMENT CONTROL FILTER BERMS
CITY ENGINEER
SHT 1 OF 2 SHTS | DATE REVISED 4/15/21 | PLATE NO. 7–03 | REV. E



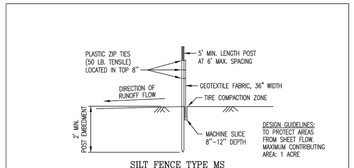
NOTE:
SLOPE SURFACE SHALL BE FREE OF ROCKS, SOIL CLUMPS, STICKS, VEHICLE IMPRINTS, AND GRASS. BLANKETS SHALL HAVE GOOD SOIL CONTACT.

EROSION CONTROL BLANKET INSTALLATION



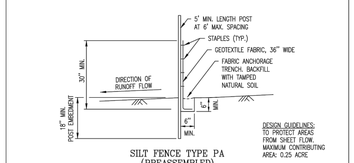
NOTE:
ALL SLOPES WITH A GRADE EQUAL TO OR STEEPER THAN 3:1 REQUIRE SLOPE TRACKING. SLOPES WITH A GRADE MORE GRADUAL THAN 3:1 REQUIRE SLOPE TRACKING IF THE STABILIZATION METHOD IS EROSION CONTROL BLANKET OR HYDROMULCH.

SLOPE TRACKING



DESIGN GUIDELINES:
TO PROTECT AREAS FROM SHEET FLOW.
MAXIMUM CONTRIBUTING AREA: 1 ACRE.

SILT FENCE TYPE MS (MACHINE SLICED)

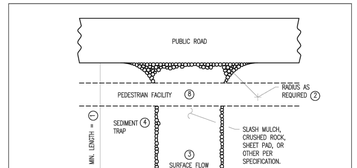


DESIGN GUIDELINES:
TO PROTECT AREAS FROM SHEET FLOW.
MAXIMUM CONTRIBUTING AREA: 0.25 ACRE

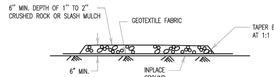
SILT FENCE TYPE PA (PREASSEMBLED)

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
SILT FENCE DETAILS TYPES MS AND PA
CITY ENGINEER
SHT 1 OF 3 SHTS | DATE REVISED 1/1/23 | PLATE NO. 7–01 | REV. F

REFERENCE: MN/DOT SPEC. 2573 & 3886



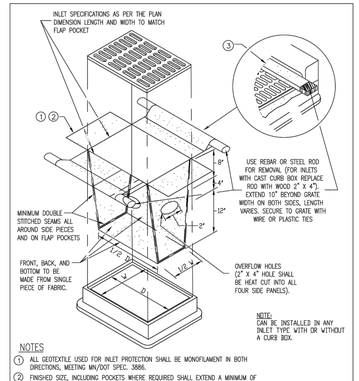
SLASH MULCH, CRUSHED ROCK, OR SHEET PAD CONSTRUCTION EXIT ⑤⑦



SLASH MULCH OR CRUSHED ROCK

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
SLASH MULCH, CRUSHED ROCK, OR SHEET PAD CONSTRUCTION EXITS
CITY ENGINEER
SHT 1 OF 3 SHTS | DATE REVISED 1/1/23 | PLATE NO. 7–06 | REV. F

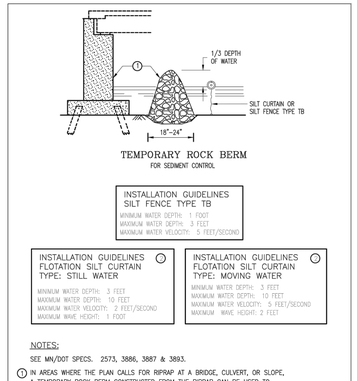
SEE SHEET 2 OF 3 FOR DETAIL NOTES



NOTE:
CAN BE INSTALLED IN ANY INLET TYPE WITH OR WITHOUT A CURB BOX.

NOTES
① ALL GEOTEXTILE USED FOR INLET PROTECTION SHALL BE MONOFILAMENT IN BOTH DIRECTIONS, MEETING MN/DOT SPEC. 3886.
② FINISHED SIZE, INCLUDING POCKETS WHERE REQUIRED SHALL EXTEND A MINIMUM OF 10 INCHES AROUND THE PERIMETER TO FACILITATE MAINTENANCE OR REMOVAL.
③ FLAP POCKETS SHALL BE LARGE ENOUGH TO ACCEPT WOOD 2 IN. X 4 IN. OR USE A ROCK SOCK OR SAND BAGS IN PLACE OF THE FLAP POCKETS.
4. INSTALLATION NOTES: DO NOT INSTALL FILTER BAG INSERT IN INLETS SHALLOWER THAN 30 IN., MEASURED FROM THE BOTTOM OF THE INLET TO THE TOP OF THE GRATE. THE PLACED BAG SHALL HAVE A MINIMUM SIDE CLEARANCE OF 3" BETWEEN THE INLET WALLS AND THE BAG MEASURED AT THE BOTTOM OF THE OVERFLOW HOLES. WHERE NECESSARY THE CONTRACTOR SHALL CLINCH THE BAG, USING PLASTIC ZIP TIES, TO ACHIEVE THE 3" SIDE CLEARANCE.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
INLET PROTECTION– FILTER BAG INSERT
CITY ENGINEER
SHT 5 OF 5 SHTS | DATE REVISED 4/15/21 | PLATE NO. 7–05 | REV. E



TEMPORARY ROCK BERM
FOR SEDIMENT CONTROL

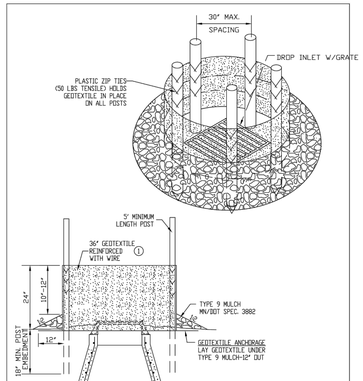
INSTALLATION GUIDELINES
SILT FENCE TYPE TB
MINIMUM WATER DEPTH: 1 FOOT
MAXIMUM WATER DEPTH: 3 FEET
MAXIMUM WATER VELOCITY: 5 FEET/SECOND

INSTALLATION GUIDELINES ②
FLOTATION SILT CURTAIN TYPE: STILL WATER
MINIMUM WATER DEPTH: 3 FEET
MAXIMUM WATER DEPTH: 10 FEET
MAXIMUM WATER VELOCITY: 2 FEET/SECOND
MAXIMUM WAVE HEIGHT: 1 FOOT

INSTALLATION GUIDELINES ②
FLOTATION SILT CURTAIN TYPE: MOVING WATER
MINIMUM WATER DEPTH: 3 FEET
MAXIMUM WATER DEPTH: 10 FEET
MAXIMUM WATER VELOCITY: 5 FEET/SECOND
MAXIMUM WAVE HEIGHT: 2 FEET

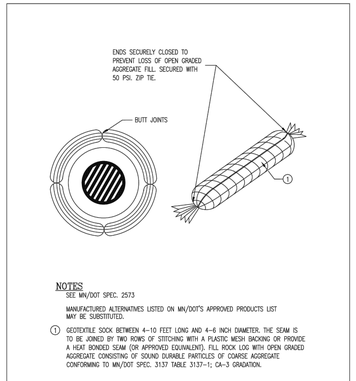
NOTES:
SEE MN/DOT SPECS. 2573, 3886, 3887 & 3893.
① IN AREAS WHERE THE PLAN CALLS FOR RIPRAP AT A BRIDGE, CULVERT, OR SLOPE, A TEMPORARY ROCK BERM CONSTRUCTED FROM THE RIPRAP CAN BE USED TO PROVIDE ADDITIONAL PROTECTION. WHEN THE WORK IS COMPLETE THE RIPRAP CAN THEN BE MOVED TO THE PERMANENT LOCATION INDICATED IN THE PLANS. THE TEMPORARY ROCK BERM IS INCIDENTAL.
② MINIMUM WATER DEPTH APPLIES TO THE DEEPEST POINT ALONG THE FLOTATION SILT CURTAIN OR SILT FENCE TYPE TB FOR DETERMINING APPLICABILITY OF FLOTATION SILT CURTAIN OR SILT FENCE TYPE TB.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
FLOTATION SILT CURTAIN– DESIGN GUIDELINES
CITY ENGINEER
SHT 6 OF 6 SHTS | DATE REVISED 4/15/21 | PLATE NO. 7–02 | REV. D



NOTES:
① ALL GEOTEXTILE USED FOR INLET PROTECTION SHALL BE MONOFILAMENT IN BOTH DIRECTIONS, MEETING MN/DOT SPEC. 3886.
2. USE WHERE INLET DRAINS AN AREA WITH SLOPES AT 3:1 OR LESS.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
INLET PROTECTION– SILT FENCE RING & ROCK FILTER BERM
CITY ENGINEER
SHT 3 OF 5 SHTS | DATE REVISED 4/15/21 | PLATE NO. 7–05 | REV. E



NOTES
SEE MN/DOT SPEC. 2573
MANUFACTURED ALTERNATIVES LISTED ON MN/DOT'S APPROVED PRODUCTS LIST MAY BE SUBSTITUTED.
① GEOTEXTILE SOCK BETWEEN 4–10 FEET LONG AND 4–6 INCH DIAMETER. THE SEAM IS TO BE JOINED BY TWO ROWS OF STITCHING WITH A PLASTIC MESH BACKING OR PROVIDE A HEAT BONDED SEAM (OR APPROVED EQUIVALENT). FILL ROCK LOG WITH OPEN GRADED AGGREGATE CONSISTING OF SOUND DURABLE PARTICLES OF COARSE AGGREGATE CONFORMING TO MN/DOT SPEC. 3137 TABLE 3137–1; CA–3 GRADATION.

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
INLET PROTECTION– ROCK LOG/COMPOST LOG
CITY ENGINEER
SHT 1 OF 5 SHTS | DATE REVISED 4/15/21 | PLATE NO. 7–05 | REV. E

ALLIANT
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Badger Heights
Rochester, Minnesota

2nd Addition - Final Plat
Erosion & Sediment Control Notes & Details

DATE	DESCRIPTION
1-7-2026	City Submittal

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 Civil Engineer under the laws of the State of Minnesota.

Ben Palazzolo
61668
Date License no.

QA/QC CHECK

By Date

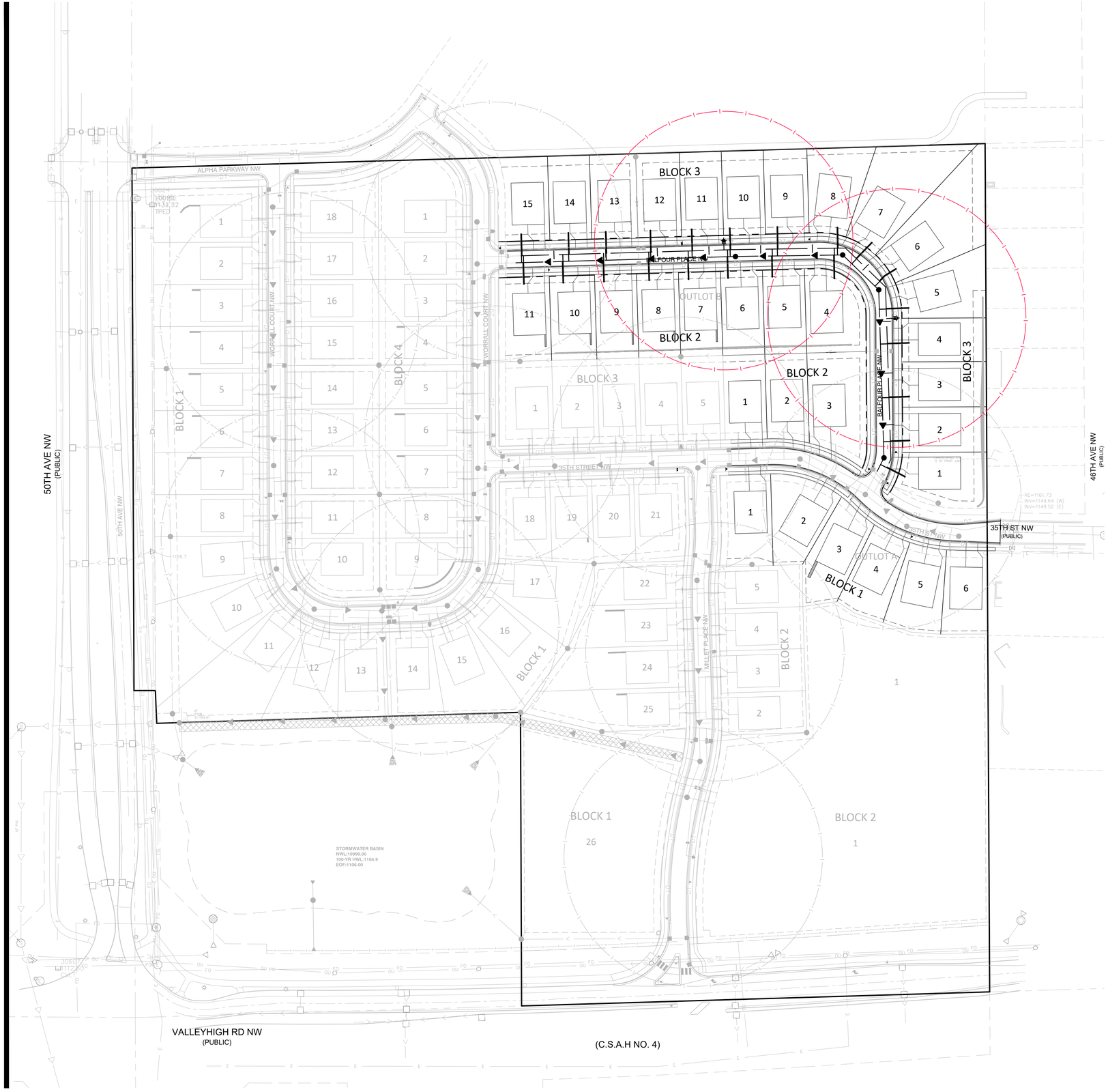
PROJECT TEAM DATA

Designed By: BJP
Drafted By: BJP, TMA, DJB
Project No.: 4000344-00

13

Sheet 13 of 27

File Location: X:\4000344-00\2014\d\Design\2 Sheets - CD Phase 2 &ENGSCN NOTES.dwg Plotted By: Ben Palazzolo on January 7, 2026 at 7:28:59 AM



UTILITY NOTES:

1. ALL CONSTRUCTION TO BE PER LATEST CITY OF ROCHESTER STANDARD DETAILS AND SPECIFCATIONS.
2. PER MN DEPT OF HEALTH & CITY OF ROCHESTER ENGINEERING STANDARDS 1002.11 LOCATION OF UTILITIES: WATERMAIN MUST BE 10' CLEAR AND PARALLEL OF SANITARY SEWER AND STORM SEWERS.
3. CONTRACTOR TO OBTAIN ALL UTILITY CONNECTION PERMITS FROM THE CITY OF ROCHESTER PUBLIC WORKS DEPARTMENT.
4. EXISTING UTILITIES, SERVICE LOCATIONS AND ELEVATIONS SHALL BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.
5. MAINTAIN A MIN 18" VERTICAL SEPARATION AT ALL PIPE CROSSINGS. WATER AND SANITARY SEWER LINES TO MAINTAIN 10' HORIZONTAL SEPARATION. LOWER WATERMAIN AS NECESSARY. (10' MAX. BURY ON W/M)
6. CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS PRIOR TO THE START OF CONSTRUCTION.
7. PROVIDE POLYSTYRENE INSULATION FOR ALL STORM SEWER AND WATERMAIN CROSSINGS WHERE VERTICAL SEPARATION IS BETWEEN 18–24". SEE CITY DETAIL PLAT 6–19 AND DETAIL PLATE 6–07.
8. ALL UTILITY WORK WITHIN THE R.O.W. SHALL COMPLY WITH THE CITY OF ROCHESTER ENGINEERING GUIDELINES.
9. NOTIFY GOPHER STATE ONE CALL 48 HOURS IN ADVANCE OF ANY UTILITY WORK.
10. PROVIDE TEMPORARY TRAFFIC CONTROL IN COMPLIANCE WITH MNDOT "TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS–FIELD MANUAL" LATEST REVISION, FOR ANY CONSTRUCTION WITHIN PUBLIC R.O.W.
11. ALL SANITARY MANHOLES TO BE 48" DIAMETER CONCRETE W/NEENAH R–1642 CASTING, UNLESS NOTED OTHERWISE. ALL SANITARY MANHOLES SHOULD BE STRUCTURE TYPE 3 OR 3A AS IS REQUIRED FOR NEW CONSTRUCTION PER SDP 1–03.
12. WATERMAIN, SERVICES, AND VALVES SHALL BE INSTALLED WITH MINIMUM 7.0' AND MAXIMUM 10.0' OF COVER.
13. TYPICAL WATER SERVICES SHALL BE 1" DIA. TYPE K COPPER W/ 1" CURB STOP AND 1" CORP STOP. CURB STOPS TO BE LOCATED 1' FROM THE SIDEWALK, ON THE PROPERTY/RIGHT–OF–WAY LINE. SEE CITY DETAIL PLATE 4–01 AND 6–11.
14. SEWER SERVICES SHALL BE 4" PVC SCH 40 MINIMUM 2% SLOPE UNLESS OTHERWISE NOTED ON THE PLANS.
15. CONTRACTOR SHALL INSTALL "MEGALUG" OR APPROVED EQUAL MECHANICAL JOINT RESTRAINING DEVICE. SEE DETAIL PLATE 6–05.
16. ALL CURB BOXES SHALL BE ADJUSTED TO AN ELEVATION OF 1" BELOW FINISHED GRADE. ALL CURB STOPS LOCATED WITHIN PAVEMENT SHALL HAVE A CURB BOX COVER INSTALLED PER CITY DETAIL PLATE 1–10.
17. ALL 6" AND 8" WATERMAIN SHALL BE PVC C900.
18. ALL SANITARY SEWER MAIN WITHIN 10 FEET OF WATERMAIN SHALL BE PVC C900 AND HAVE AN APPROVED MN DEPT. OF HEALTH EXCEPTION.
19. CONTRACTOR TO INSTALL A FULL 20' W/M PIPE CENTERED AT ALL CROSSINGS WITH SANITARY AND STORM.
20. ALL WATERMAIN IS PUBLIC AND ALL WATER SERVICES ARE PRIVATE.
21. WATER SERVICE INSTALLATIONS SHALL CONFORM TO THE CURRENT VERSION OF THE MINNESOTA PLUMBING CODE CHAPTER ~~4715~~ 4714 AS ADOPTED BY THE CITY AND THE REQUIREMENTS OF RPU RULES & REGS

4714

LEGEND:

- PROPOSED STORM SEWER
- PROPOSED DRAIN TILE
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN
- PROPOSED CATCH BASIN
- PROPOSED SANITARY MANHOLE
- PROPOSED GATE VALVE
- PROPOSED HYDRANT
- EXISTING GATE VALVE
- EXISTING HYDRANT
- EXISTING WATERMAIN
- EXISTING CATCH BASIN
- EXISTING STORM MANHOLE
- EXISTING STORM SEWER
- EXISTING SANITARY MANHOLE
- EXISTING SANITARY SEWER
- FIRE HYDRANT RADIUS
- EXISTING FIRE HYDRANT RADIUS

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Badger Heights

Rochester, Minnesota

2nd Addition - Final Plat

Sanitary Sewer & Watermain Plan

DESCRIPTION	DATE
City Submittal	1-7-2026

CERTIFICATION

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Ben Palazzolo

61668

Date License no.

QA/QC CHECK

By Date

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Designed By: BJP

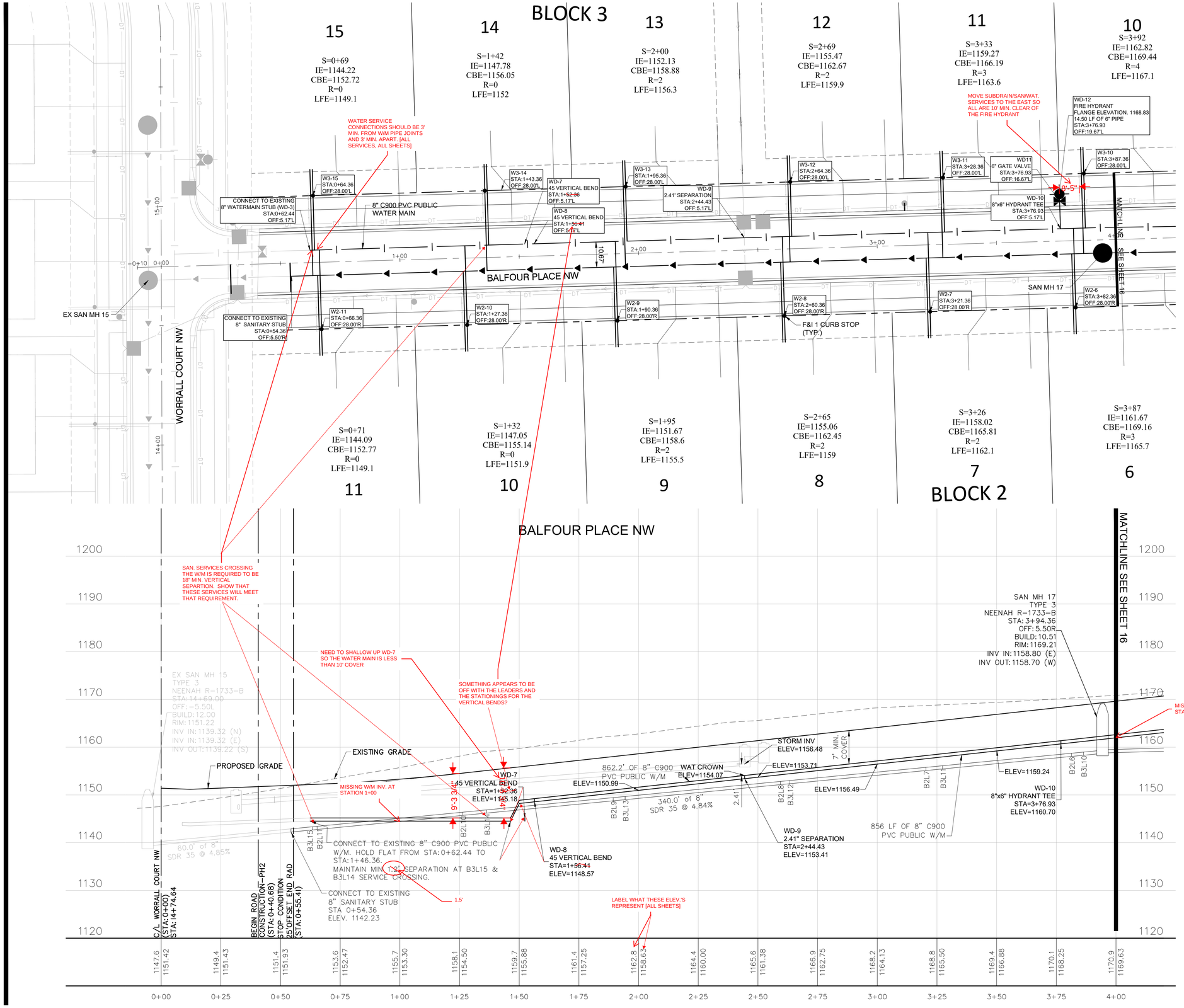
Drafted By: BJP, TMA, DJB

Project No.: 4000344-00

14

Sheet 14 of 27

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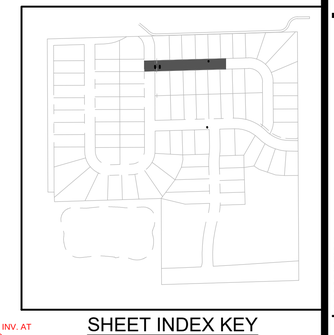


LEGEND:

S = SANITARY SERVICE WYE STATION
(FROM DOWNSTREAM MH).
IE = SANITARY SERVICE INVERT ELEVATION
* SERVICE INVERT DOES NOT INCLUDE END OF STUB RISER.
SEE MODIFICATION TO CITY DETAIL.
CBE = CURB BOX ELEVATION.
R = RISER LENGTH (ACTUAL LENGTH, NOT VERT. RISE
(VERTICAL HEIGHT = R X 0.707).
PLACED AT THE END OF SERVICE STUB.

NOTES:

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4" SCHEDULE 40 PVC - ROW (CURB STOP) TO STUB
(USE APPROPRIATE PIPE FITTING)
WAT - 1" TYPE K COPPER (UNLESS OTHERWISE NOTED FOR CLUBHOUSE)
STM - 2" HDPE
4. SEE OVERALL UTILITY PLAN SHEET FOR FURTHER NOTES.
5. NO RISER SHALL BE PLACED ON THE MAIN. RISERS SHALL BE PLACED AT THE END OF THE SERVICE STUB. SERVICES WITH A RISER MAY HAVE VARYING LENGTHS PAST THE EASEMENT.
6. CONTRACTOR TO F&I A CURB BOX COVER PER CITY DETAIL PLATE 1-10 FOR ALL CURB STOPS LOCATED WITHIN PAVEMENT/DRIVEWAYS.



SHEET INDEX KEY

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Badger Heights
Rochester, Minnesota
2nd Addition - Final Plat
Sanitary Sewer & Watermain Plan & Profile

DESCRIPTION	DATE
City Submittal	1-7-2026

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Ben Palazzolo
61668
Date License no.

QA/QC CHECK

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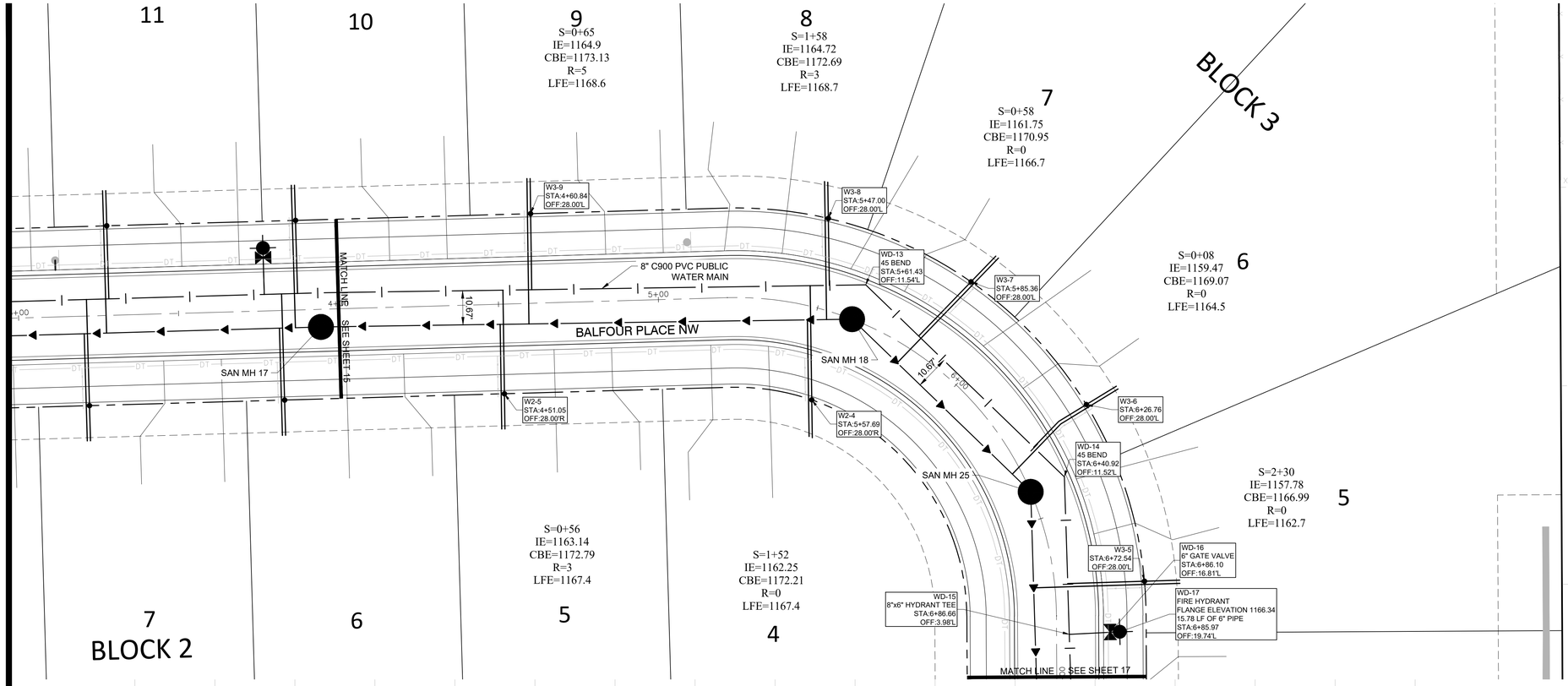
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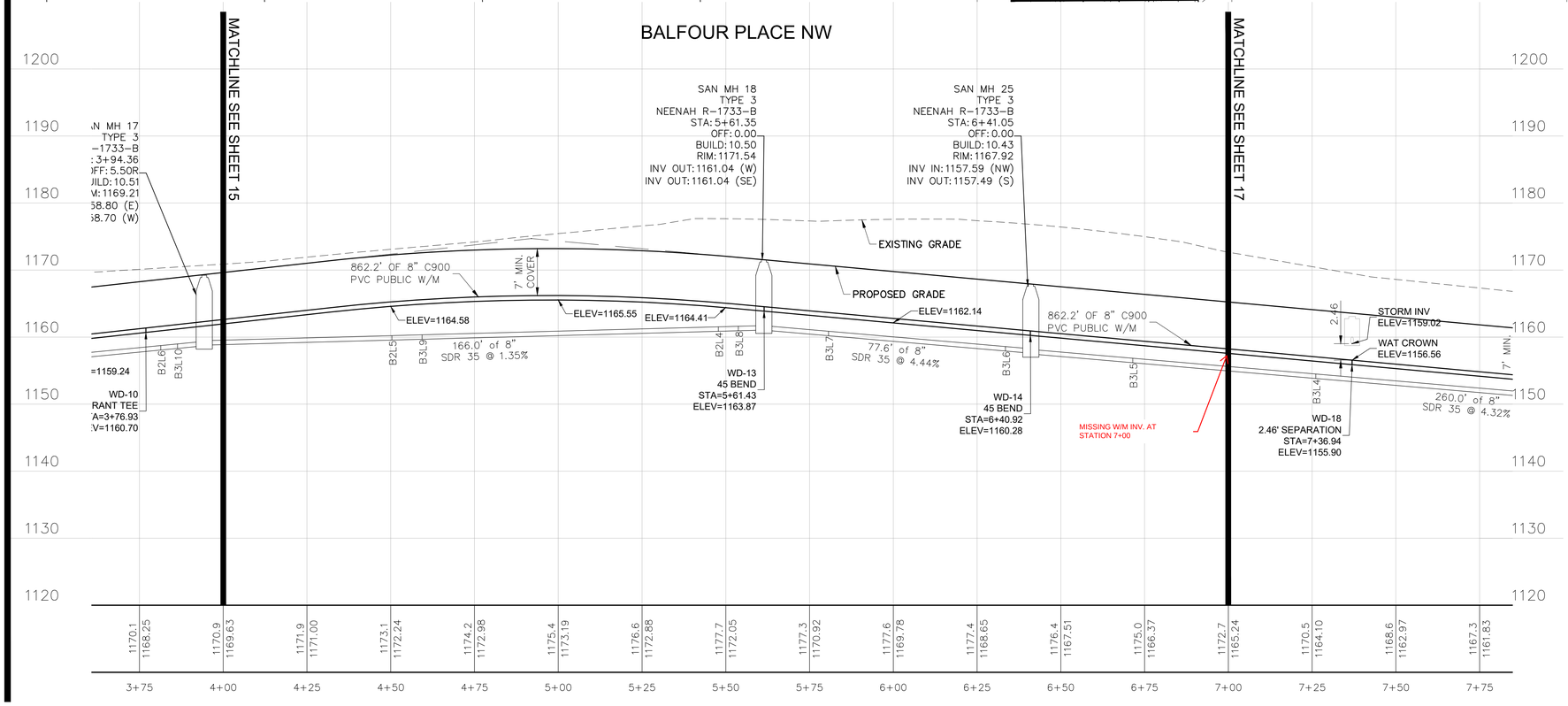
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Drafted By: BJP, TMA, DJB
Project No.: 4000344-00

15

Sheet 15 of 27

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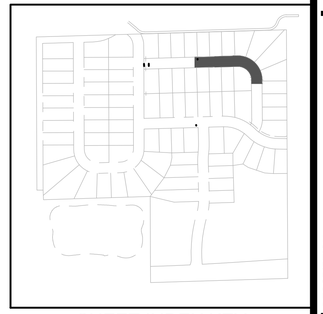


LEGEND:

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Badger Heights
Rochester, Minnesota

2nd Addition - Final Plat
Sanitary Sewer & Watermain Plan & Profile
View B

DESCRIPTION	DATE
City Submittal	1-7-2026

CERTIFICATION

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Ben Palazzolo
Date
61668
License no.

QA/QC CHECK

By Date

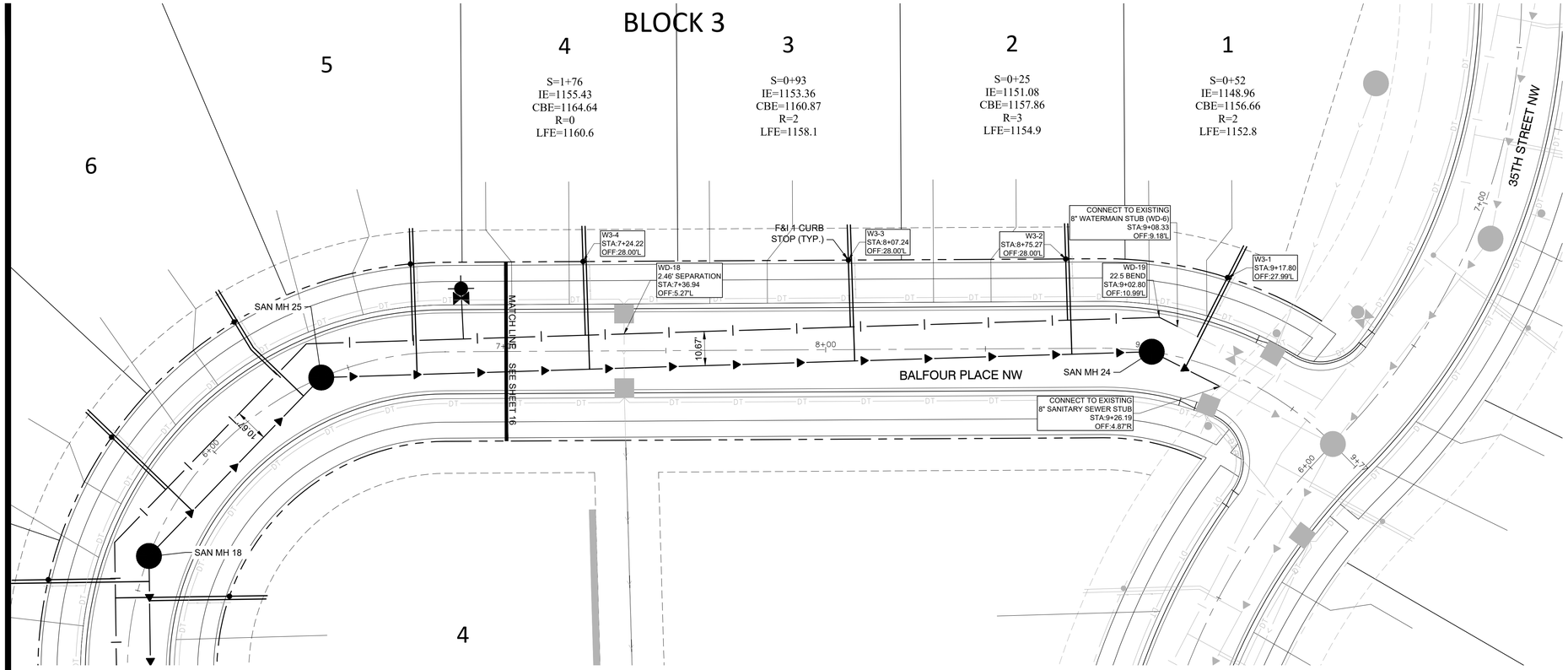
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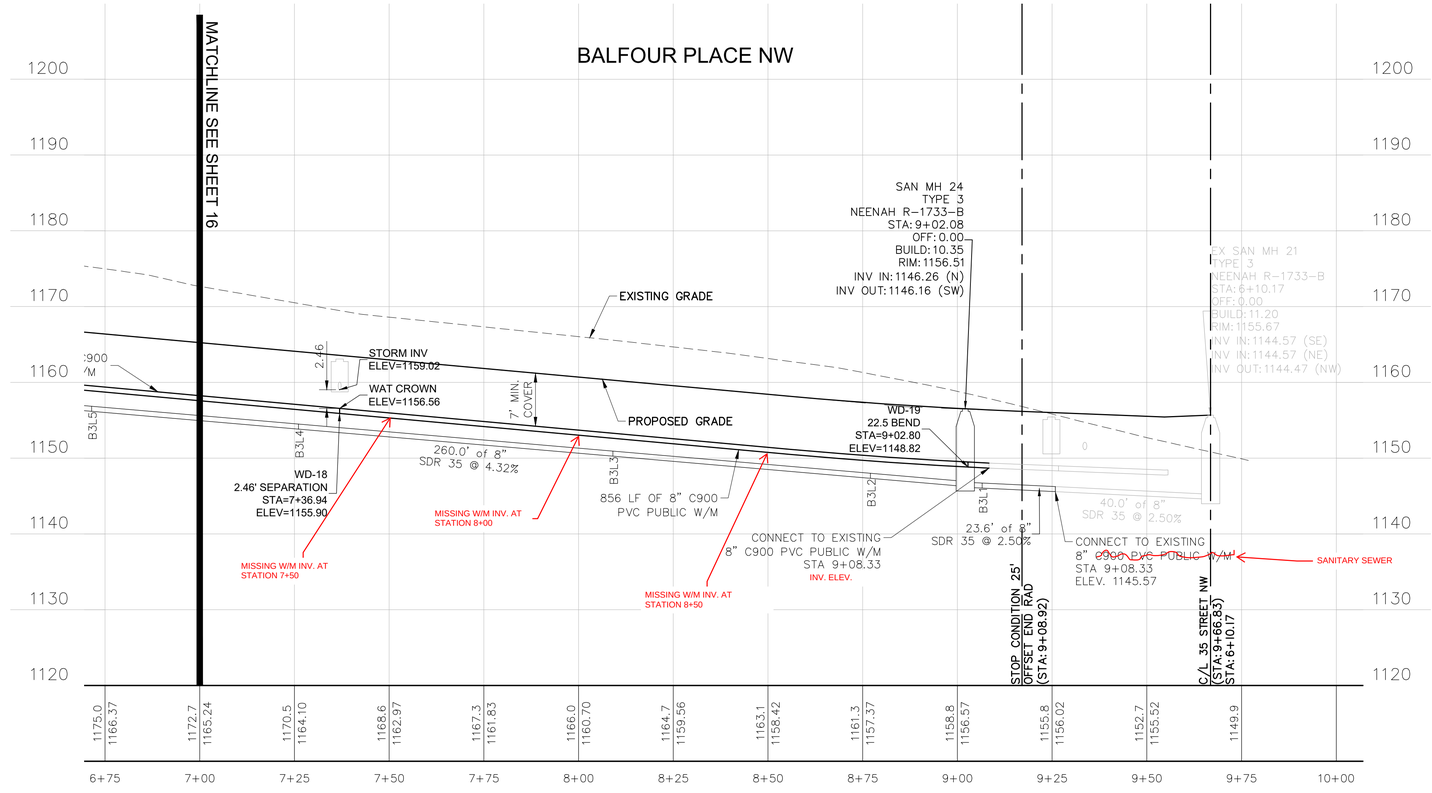
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Drafted By: BJP, TMA, DJB
Project No.: 4000344-00

16

Sheet 16 of 27

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LEGEND:

S = SANITARY SERVICE WYE STATION
(FROM DOWNSTREAM MH).
IE = SANITARY SERVICE INVERT ELEVATION
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SCALE IN FEET

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Badger Heights
Rochester, Minnesota

2nd Addition - Final Plat
Sanitary Sewer & Watermain Plan & Profile
View C

DESCRIPTION	DATE
City Submittal	1-7-2026

CERTIFICATION

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Ben Palazzolo
61668
Date License no.

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By Date

PROJECT TEAM DATA

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Drafted By: BJP, TMA, DJB
Project No.: 4000344-00

17

Sheet 17 of 27

Location: G:\4000344.000\Civil\Plan Sheets - CD Phase 2\SHEET 17.dwg Saved By: Ben Palazzolo on January 7, 2026 at 7:31:42 AM



STORM SEWER NOTES:

1. EXISTING UTILITIES, SERVICE LOCATIONS AND ELEVATIONS SHALL BE VERIFIED IN FIELD PRIOR TO CONSTRUCTION.
2. MAINTAIN A MIN 18" VERTICAL SEPARATION AT ALL PIPE CROSSINGS.
3. CONTRACTOR IS RESPONSIBLE FOR ALL PERMITS PRIOR TO THE START OF CONSTRUCTION.
4. PROVIDE POLYSTYRENE INSULATION FOR ALL STORM SEWER AND WATERMAIN CROSSINGS WHERE VERTICAL SEPARATION IS BETWEEN 18–24" SEE CITY DETAIL PLATE 6–19 AND DETAIL PLATE 6–07.
5. ALL STORM SEWER WORK SHALL COMPLY WITH THE CITY OF ROCHESTER STANDARD SPECIFICATIONS.
6. NOTIFY GOPHER STATE ONE CALL 48 HOURS IN ADVANCE OF ANY UTILITY WORK.
7. PROVIDE TEMPORARY TRAFFIC CONTROL IN COMPLIANCE WITH MNDOT "TEMPORARY TRAFFIC CONTROL ZONE LAYOUTS–FIELD MANUAL" LATEST REVISION, FOR ANY CONSTRUCTION WITHIN PUBLIC R.O.W.
8. HIGH DENSITY POLYETHYLENE EXTRUDED (HDPE) ADJUSTING RINGS ARE REQUIRED FOR ALL MANHOLE STRUCTURES.
9. ALL CASTINGS SHALL BE NEENAH OR APPROVED EQUAL.
10. 6" PVC DRAINTILE SHALL BE INSTALLED BEHIND CURB PER CITY SPECIFICATIONS.

LEGEND:

- PROPOSED STORM SEWER
- PROPOSED DRAIN TILE
- PROPOSED SANITARY SEWER
- PROPOSED WATERMAIN
- PROPOSED CATCH BASIN
- PROPOSED SANITARY MANHOLE
- PROPOSED GATE VALVE
- PROPOSED HYDRANT
- EXISTING GATE VALVE
- EXISTING HYDRANT
- EXISTING WATERMAIN
- EXISTING CATCH BASIN
- EXISTING STORM MANHOLE
- EXISTING STORM SEWER
- EXISTING SANITARY MANHOLE
- EXISTING SANITARY SEWER

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0 40 80 160
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Badger Heights
Rochester, Minnesota

2nd Addition - Final Plat
Storm Sewer Plan

DESCRIPTION	DATE
City Submittal	1-7-2026

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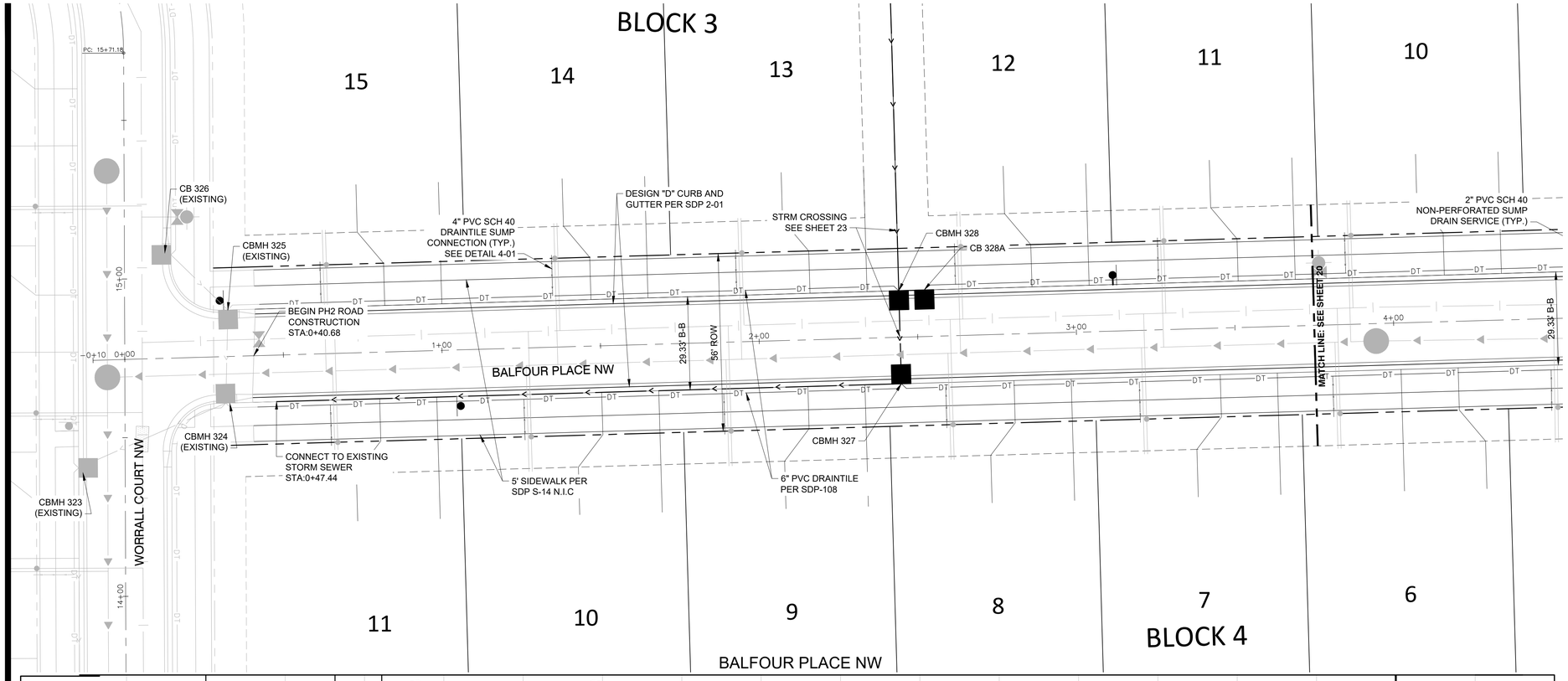
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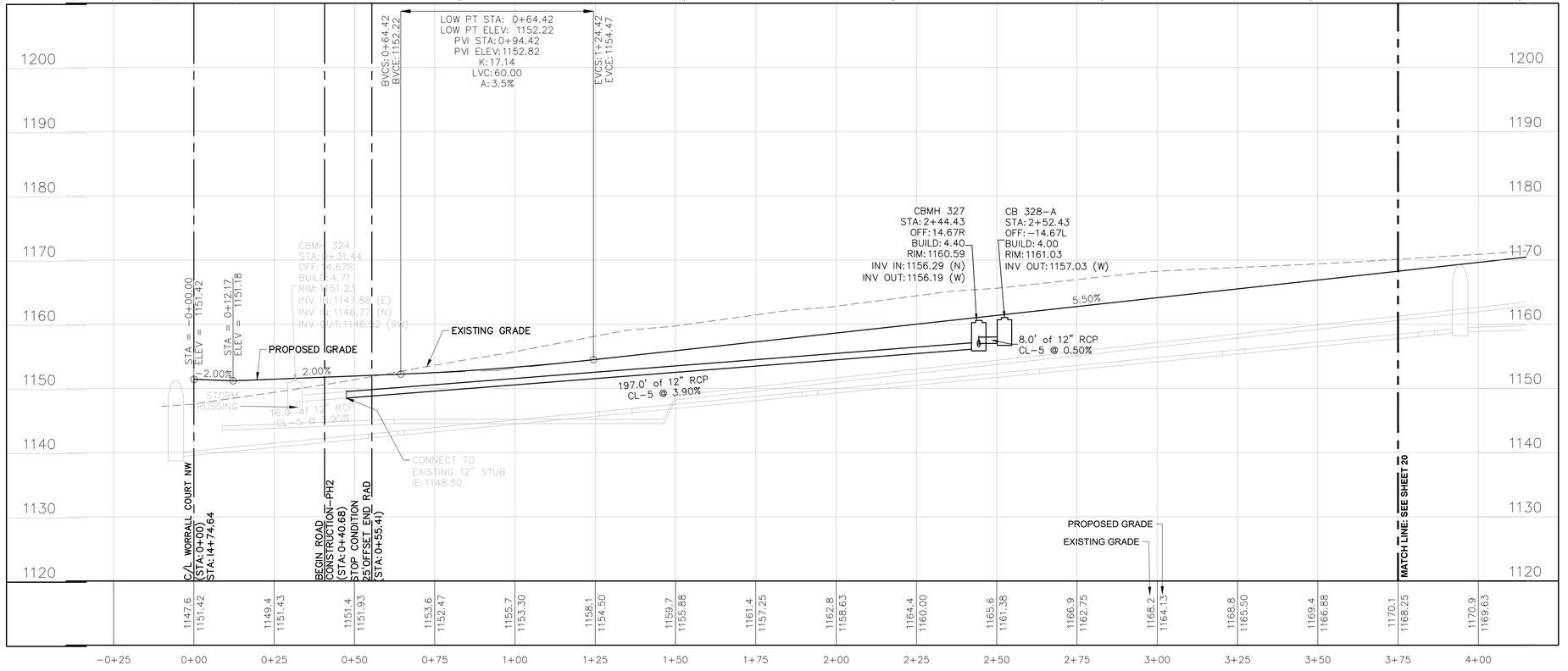
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Drafted By: BJP, TMA, DJB
Project No.: 4000344-00

18

Sheet 18 of 27

Location: X:\4000344\00\00140 Design\02 Sheets - CD Phase 2\STORM SEWER.dwg Plotted By: Ben Palazzolo on January 7, 2026 at 7:33:26 AM





NOTES:

1. ALL CURB RETURNS SHALL BE B624, EXCEPT IF NOTED
2. SEE SITE, SIGNAGE, AND LIGHTING PLAN FOR SIGN AND LIGHTING LOCATIONS
3. 6" PERFORATED DRAINTILE PER SDP 1-08 REQUIRED ALONG ALL ROADWAYS
4. DRAINTILE CONNECTIONS TO BE A MINIMUM OF 6" ABOVE OUTGOING PIPE INVERT AND -3.5' BELOW RIM ELEVATION AT CURB

STRUCTURE AND CASTING SCHEDULE		
MH NO.	SIZE	CASTING*
327	48"	R-3067-L
328	48"	R-3067-L
328A	2'X3'	R-3067-L



SHEET INDEX KEY

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Badger Heights
Rochester, Minnesota

2nd Addition - Final Plat

Street And Storm Plan & Profile View A

DESCRIPTION	DATE
City Submittal	1-7-2026

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Ben Palazzolo
Date
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License no.

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By
Date

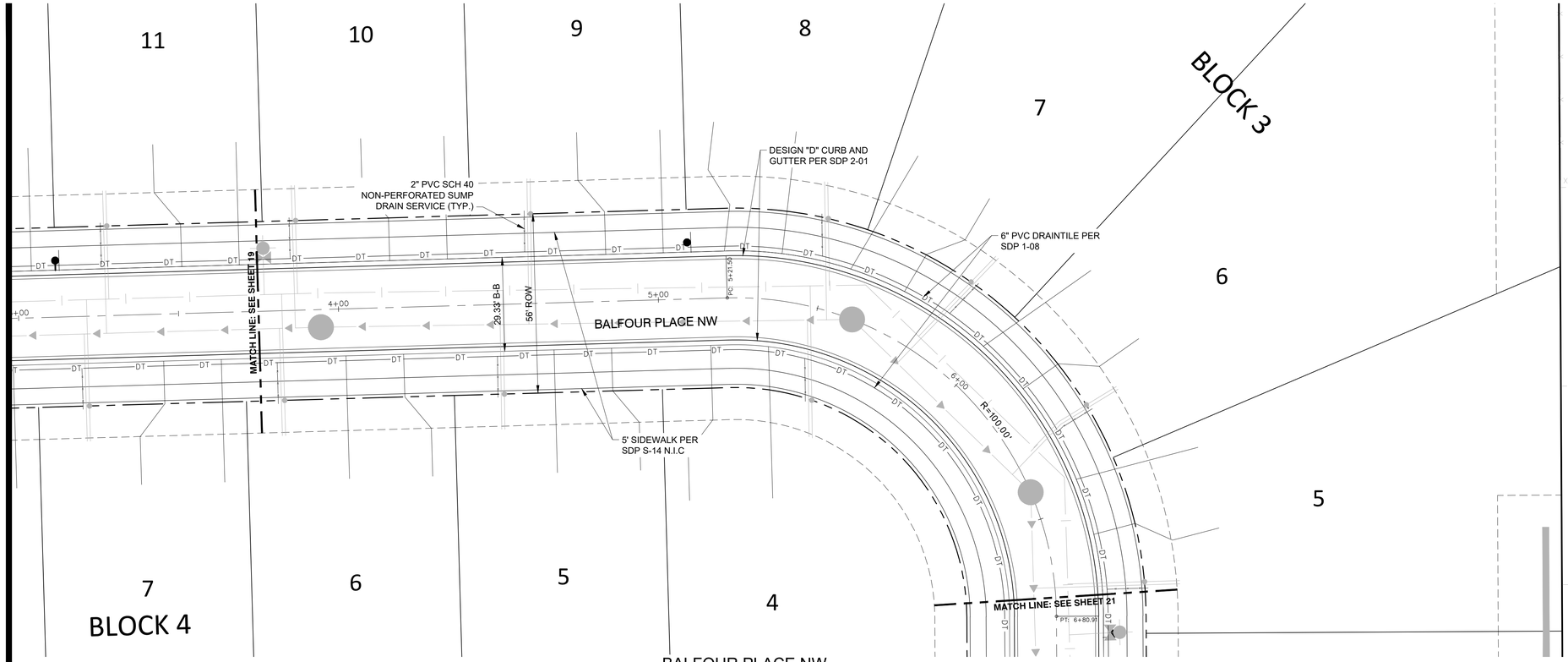
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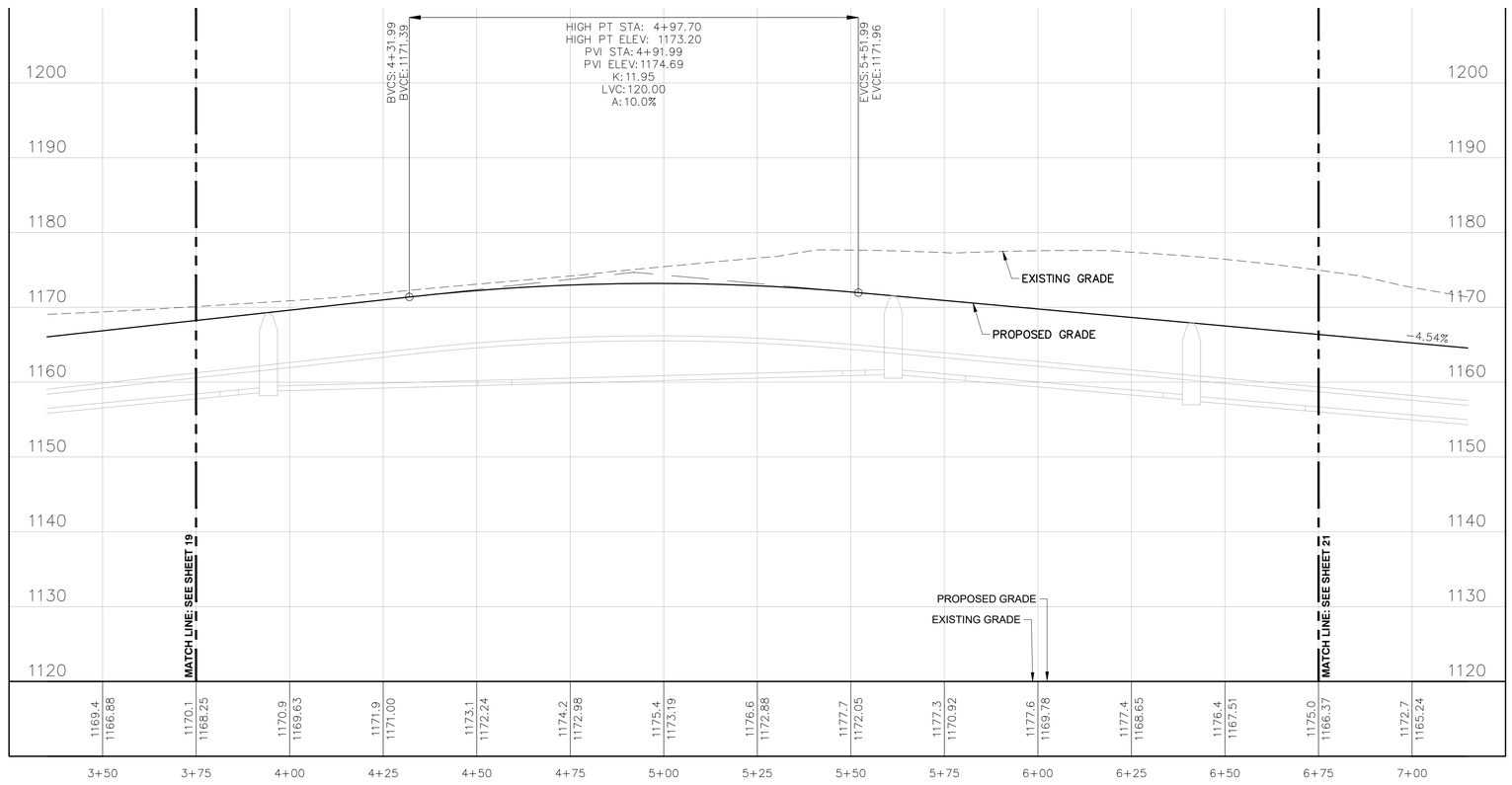
Designed By: BJP
Drafted By: BJP, TMA, DJB
Project No.: 4000344-00

19

Sheet 19 of 27

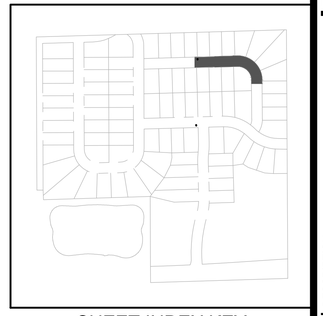
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NOTES:

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Badger Heights
Rochester, Minnesota

2nd Addition - Final Plat

Street And Storm Plan & Profile View B

DESCRIPTION	DATE
City Submittal	1-7-2026

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By Date

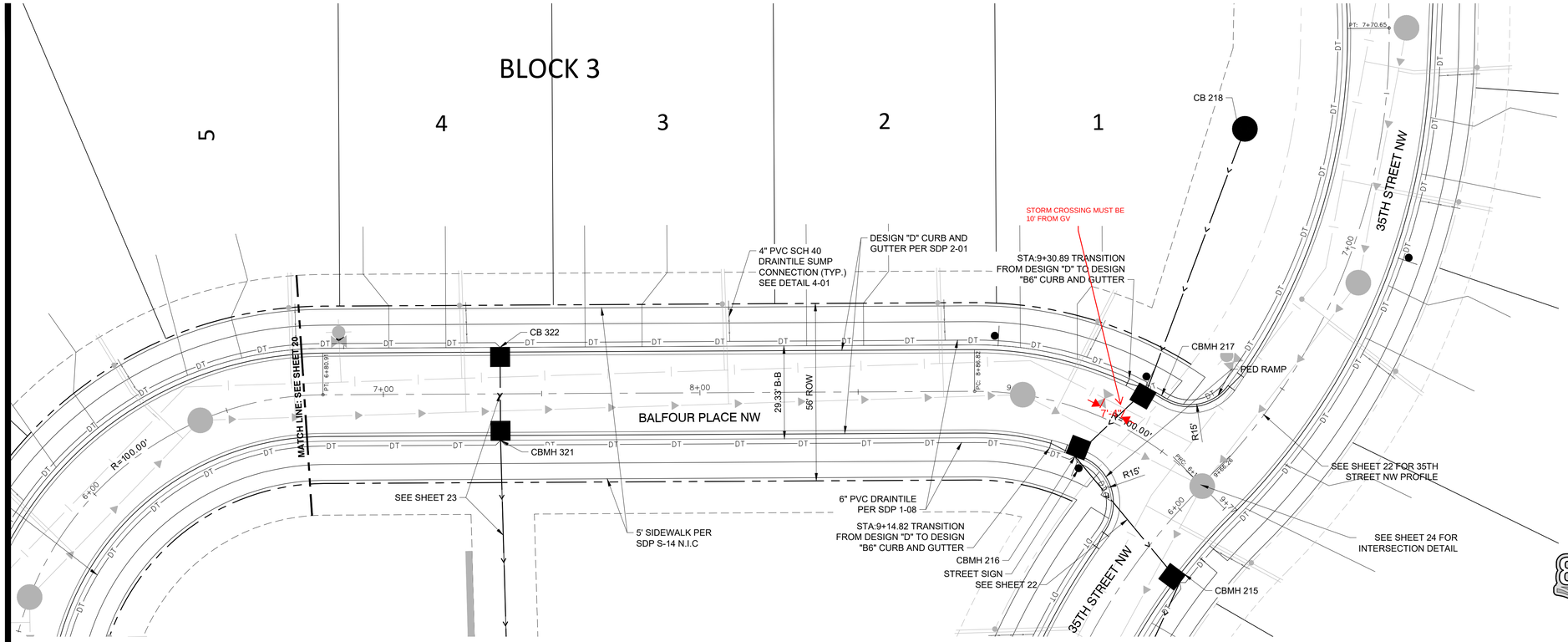
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Project No.: 4000344-00

20

Sheet 20 of 27

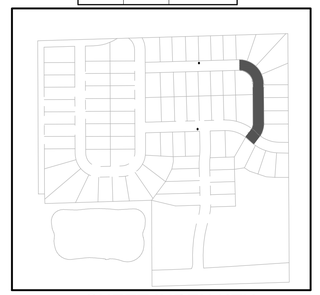
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NOTES:

1. ALL CURB RETURNS SHALL BE B624, EXCEPT IF NOTED
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STRUCTURE AND CASTING SCHEDULE		
MH NO.	SIZE	CASTING*
216	48"	R-3067-L
217	2'X3'	R-3067-VB
218	27"	R-4342
321	48"	R-3067-L
322	2'X3'	R-3067-L

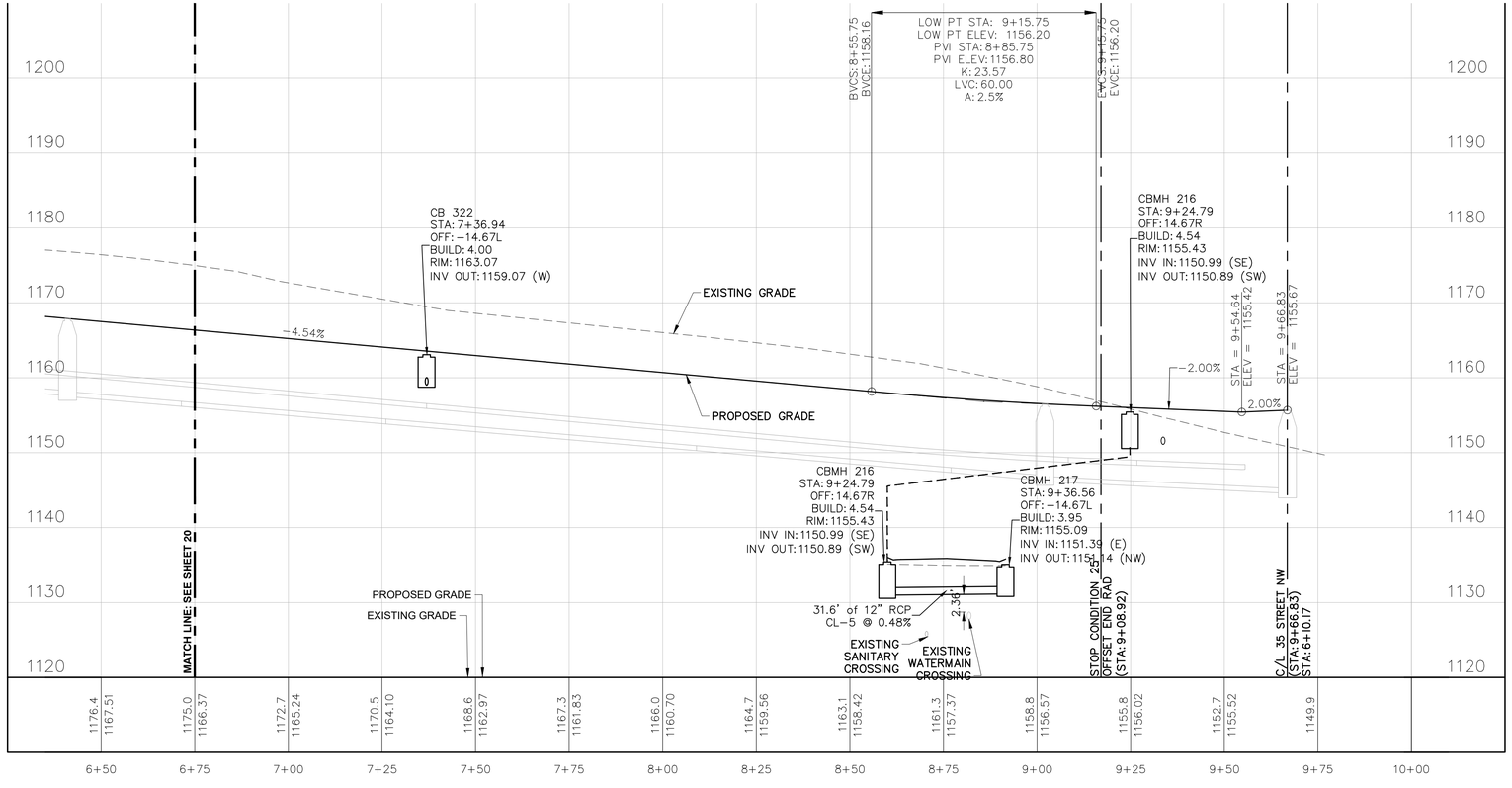


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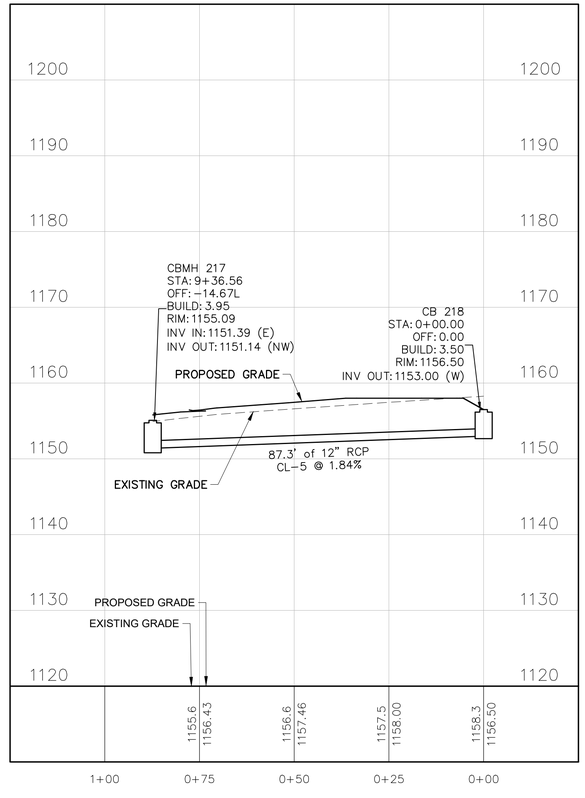
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BALFOUR PLACE NW



CB 218 - CBMH 217



Badger Heights
Rochester, Minnesota

2nd Addition - Final Plat

Street And Storm Plan & Profile View C

DESCRIPTION	DATE
City Submittal	1-7-2026

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61668
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QA/QC CHECK

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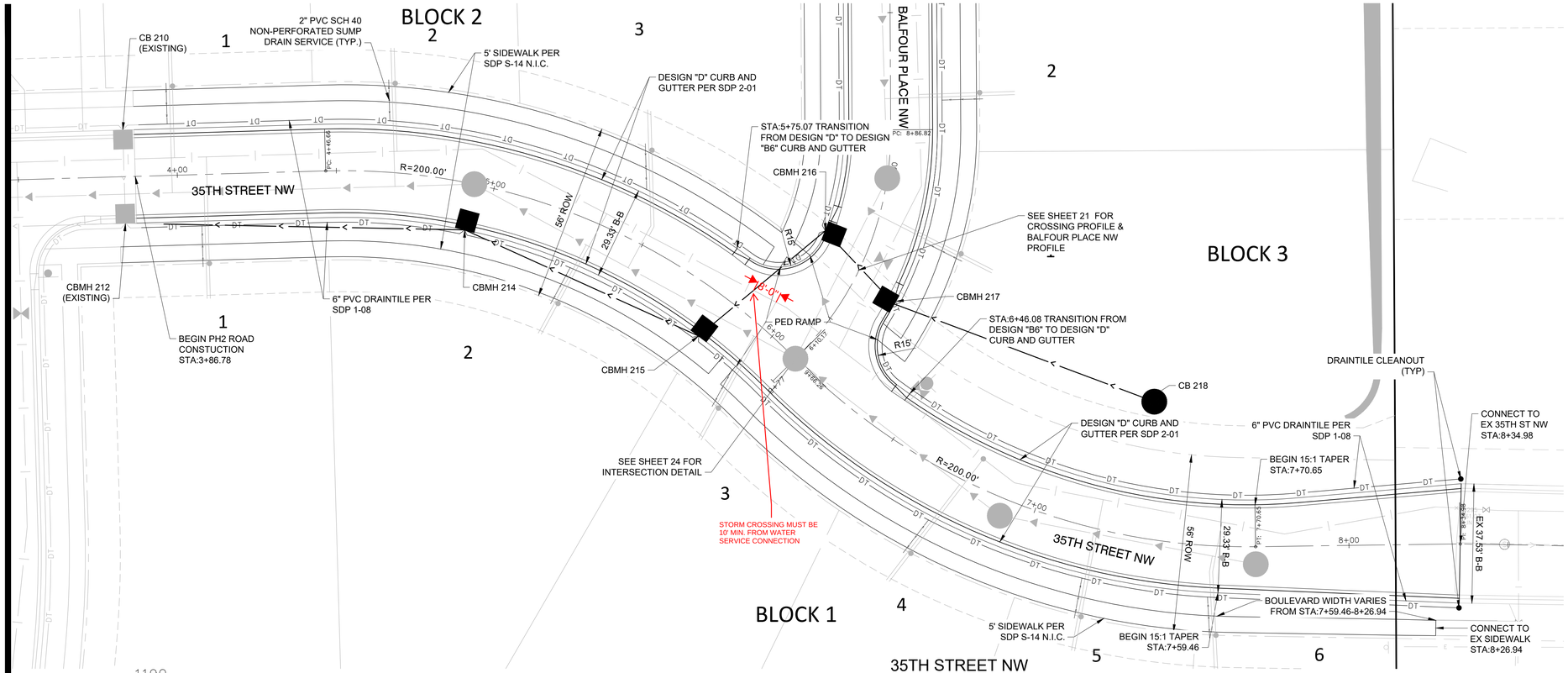
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Project No.: 4000344-00

21

Sheet 21 of 27

322



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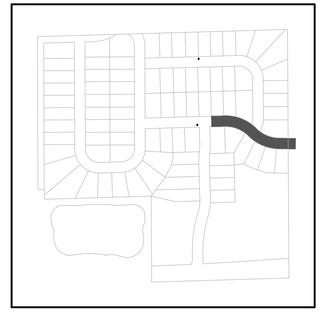
STRUCTURE AND CASTING SCHEDULE		
MH NO.	SIZE	CASTING*
214	48"	R-3067-L
215	48"	R-3067-L
216	48"	R-3067-L

N

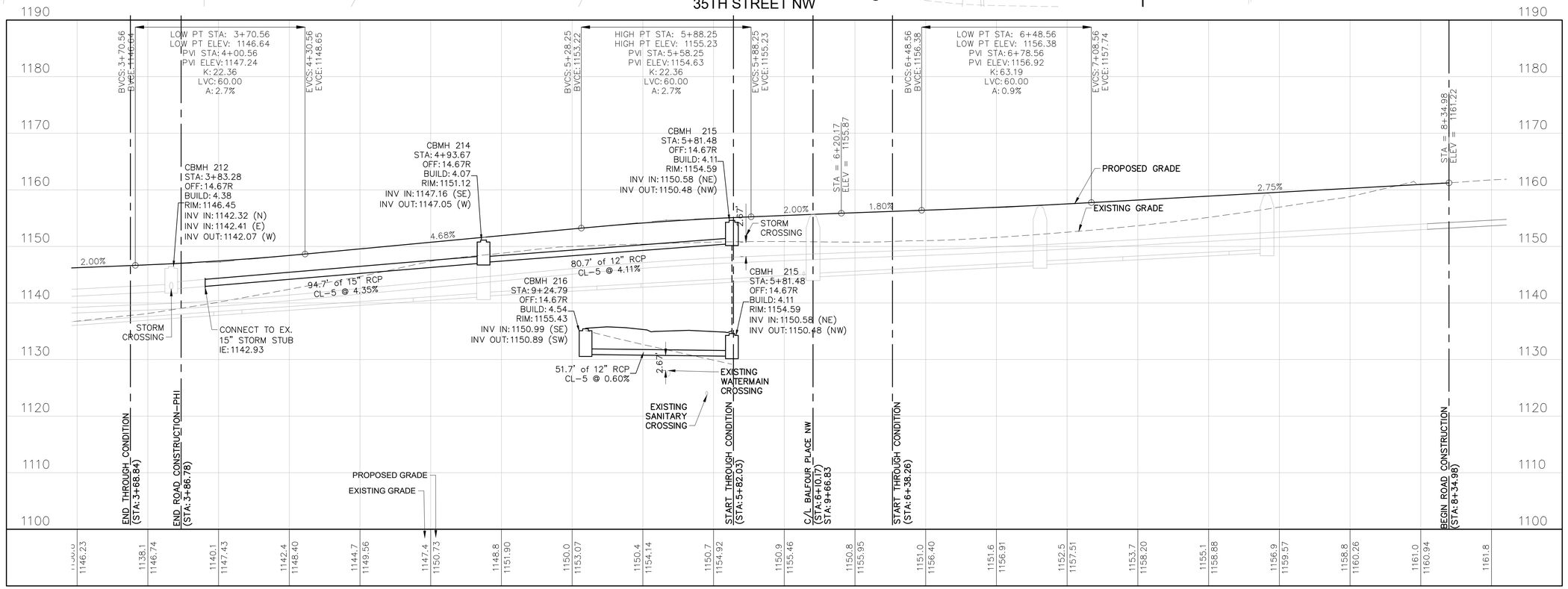
0 10 20 40

SCALE IN FEET

811 Know what's below. Call before you dig. Dial 811



SHEET INDEX KEY



ALLIANT
www.alliant-inc.com

Badger Heights
Rochester, Minnesota

2nd Addition - Final Plat

Street And Storm Plan & Profile - View D

DESCRIPTION	DATE
City Submittal	1-7-2026

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 Civil Engineer under the laws of the State of Minnesota.

Ben Palazzolo
Date
61668
License no.

QA/QC CHECK

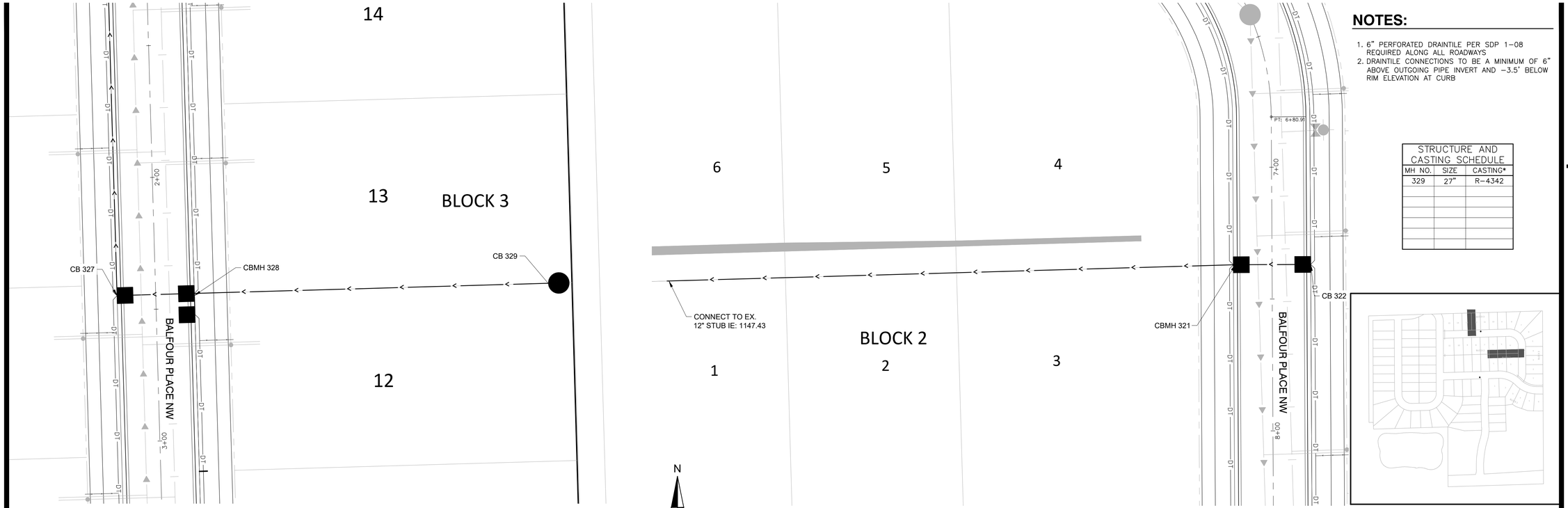
By Date

PROJECT TEAM DATA

Designed By: BJP
Drafted By: BJP, TMA, DJB
Project No.: 4000344-00

22

Sheet 22 of 27



NOTES:

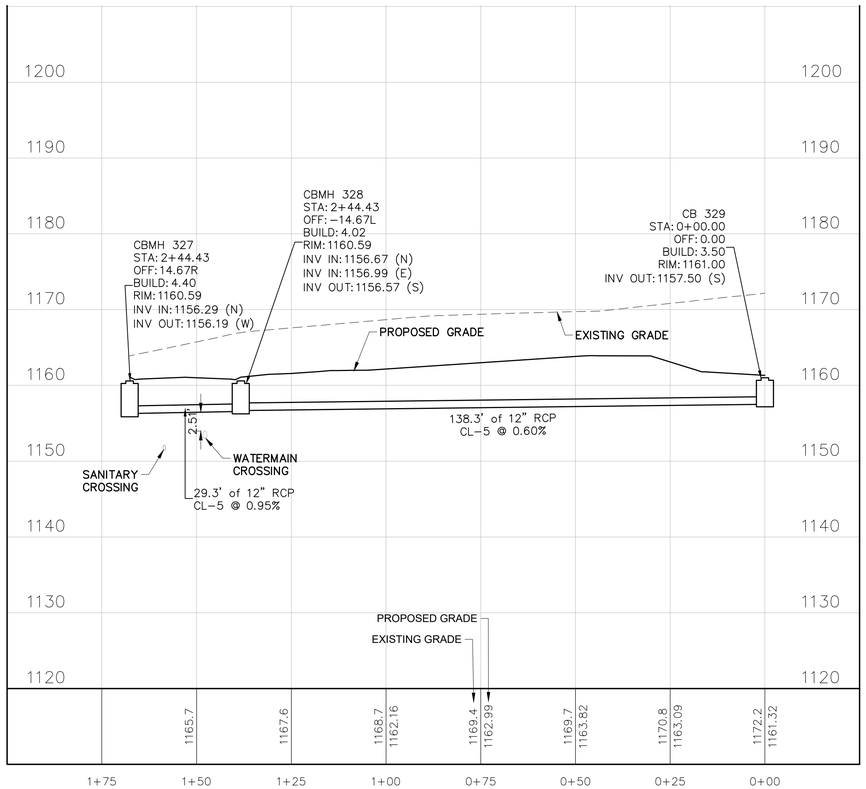
1. 6" PERFORATED DRAINTILE PER SDP 1-08 REQUIRED ALONG ALL ROADWAYS
2. DRAINTILE CONNECTIONS TO BE A MINIMUM OF 6" ABOVE OUTGOING PIPE INVERT AND -3.5' BELOW RIM ELEVATION AT CURB

STRUCTURE AND CASTING SCHEDULE

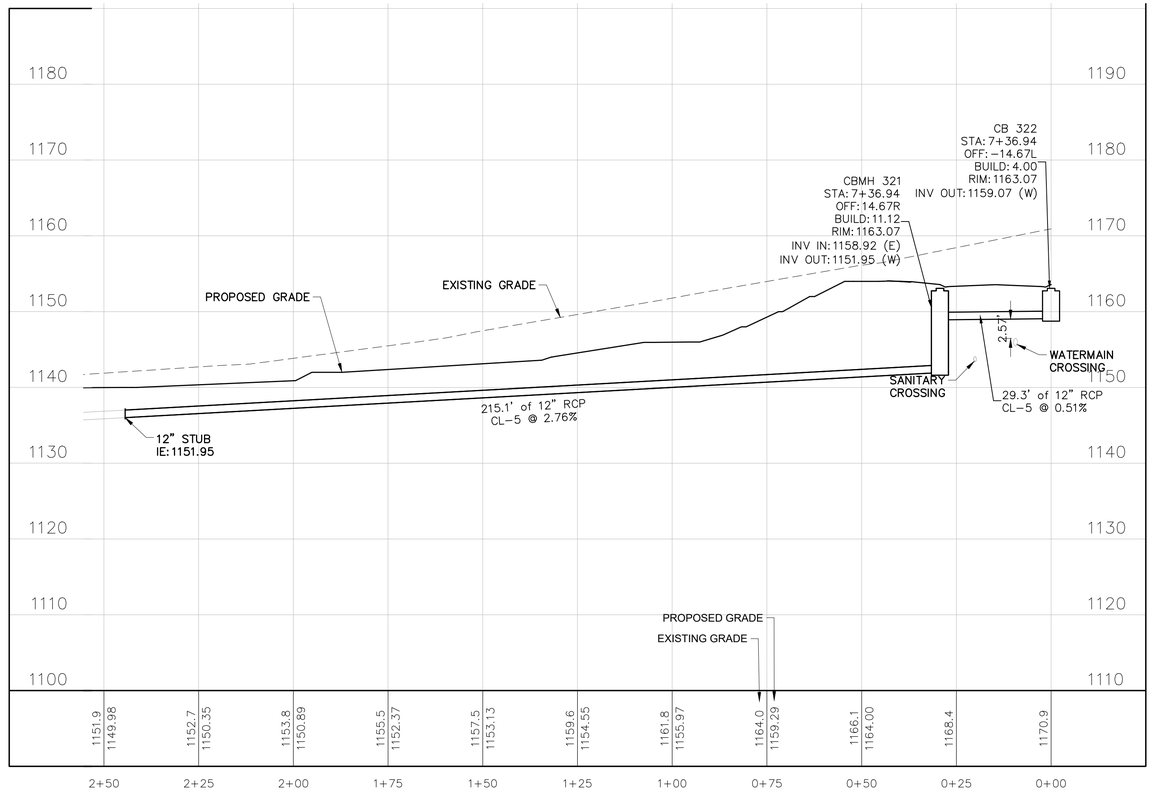
MH NO.	SIZE	CASTING*
329	27"	R-4342

SHEET INDEX KEY

CB 329 - CBMH 328



CB 322 - STUB



0 10 20 40
SCALE IN FEET

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Badger Heights
Rochester, Minnesota

2nd Addition - Final Plat
Street And Storm Plan & Profile - View E

DESCRIPTION	DATE
City Submittal	1-7-2026

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 Civil Engineer under the laws of the State of Minnesota.

Ben Palazzolo
61668
Date License no.

QA/QC CHECK

By Date

PROJECT TEAM DATA

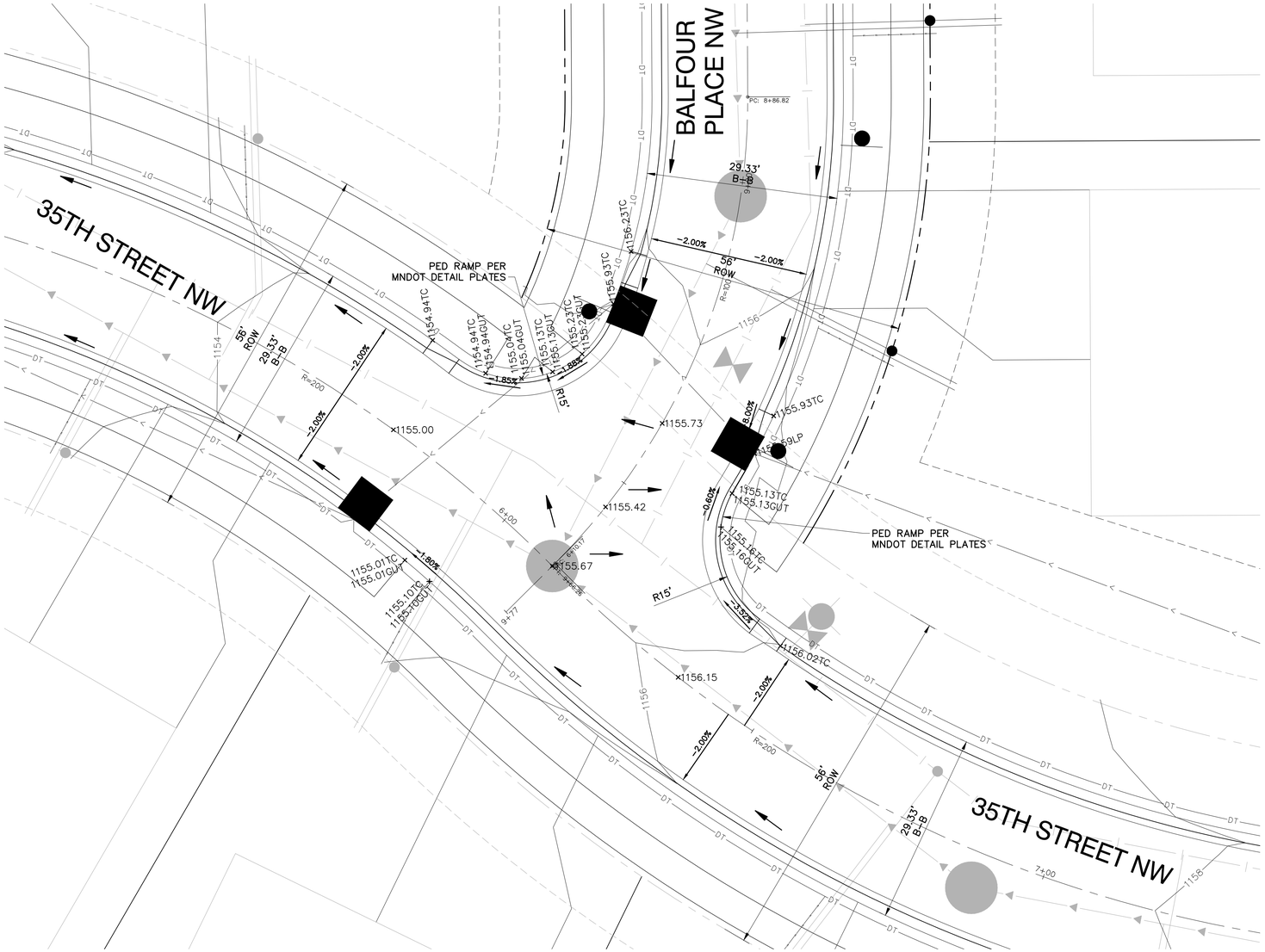
Designed By: BJP
Drafted By: BJP, TMA, DJB
Project No.: 4000344-00

23

Sheet 23 of 27

Location: E:\4000344.000\Civil Drawings\Plan Sheets - CD Phase 2\SP1&2 - 51 Perp Sheet.dgn Plotted By: Ben Palazzolo on January 7, 2026 at 7:39:27 AM

35TH STREET NW - BALFOUR PLACE NW



0 5 10 20
SCALE IN FEET

0 20 5 10
SCALE IN FEET

NOTES:

1. ALL INTERSECTION CURB RETURNS SHALL BE DESIGN "B", PER SDP 2-01.
2. SEE MNDOT STANDARD DETAIL PLANS FOR RAMP DESIGN.

Know what's below.
Call before you dig.
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Badger Heights
Rochester, Minnesota

2nd Addition - Final Plat
Street Intersection Detail

DATE	DESCRIPTION
1-7-2026	City Submittal

CERTIFICATION

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Ben Palazzolo
Date
61668
License no.

QA/QC CHECK

By Date

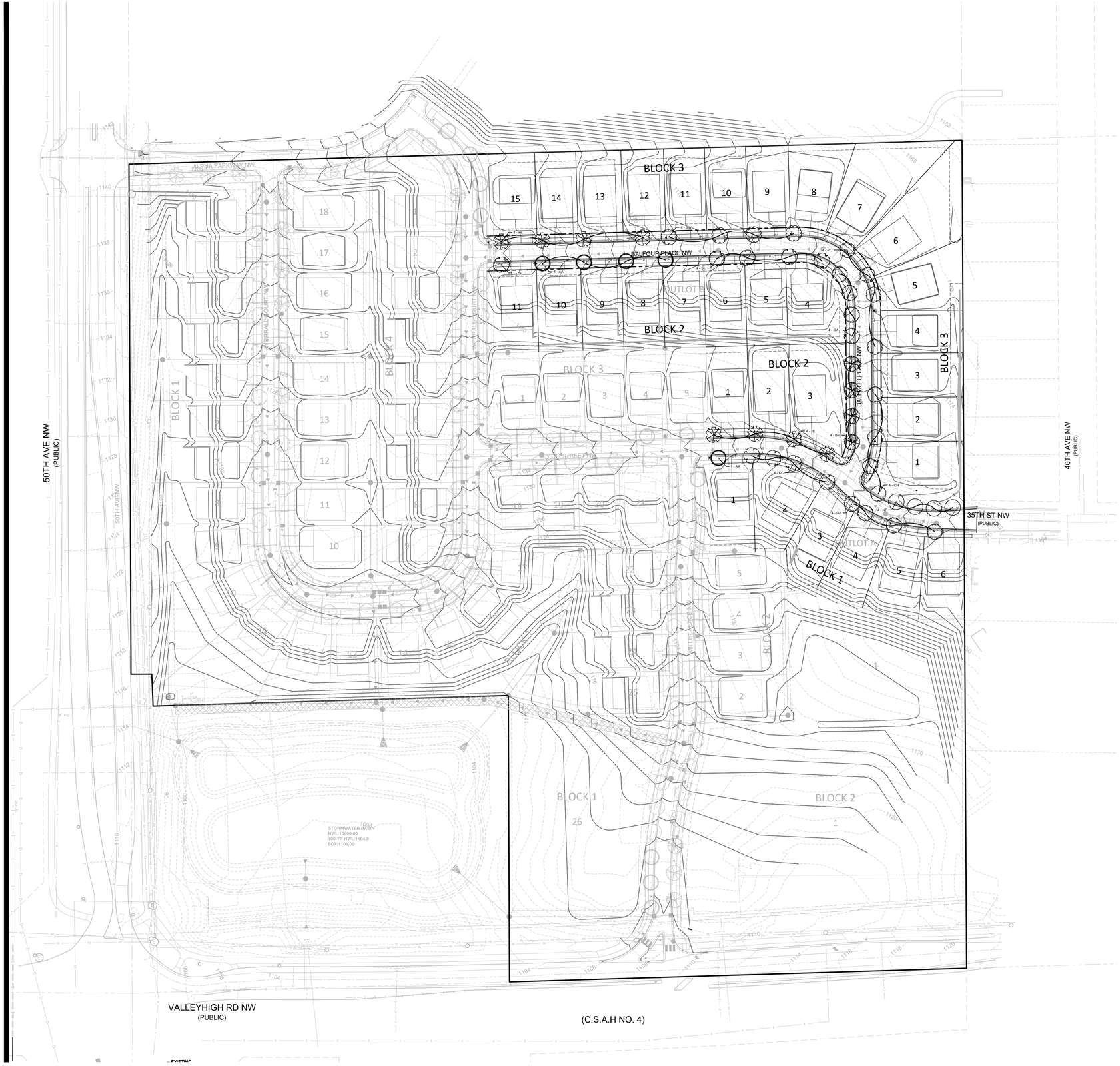
PROJECT TEAM DATA

Designed By: BJP
Drafted By: BJP, TMA, DJB
Project No.: 4000344-00

24

Sheet 24 of 27

Location: X:\4000344-00\100140 Design\02 Sheets - CD Phase 2\SHT3.dwg Plotted By: Ben Palazzolo on January 7, 2026 at 7:41:13 AM



LEGEND:

DECIDUOUS OVERSTORY TREES

Know what's below.
Call before you dig.
Dial 811

N

0 40 80 160
SCALE IN FEET

ALLIANT
www.alliant-inc.com

Badger Heights
Rochester, Minnesota

2nd Addition - Final Plat
Landscaping Plan - Overall

DESCRIPTION	DATE
City Submittal	1-7-2026

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.

John Gronhovd

59233

Date License no.

QA/QC CHECK

By Date

PROJECT TEAM DATA

Designed By:

Drafted By:

Project No.: 4000344-00

25

Sheet 25 of 27

Location: X:\4000344-00\001\401 Design\02 Sheets - CD Phase 2\LANDSCAPE.dwg Plotted By: Ben Palazzolo on January 7, 2026 at 1:44:44 AM

LEGEND:

DECIDUOUS OVERSTORY TREES

Know what's below.
Call before you dig.
Dial 811

N

0 25 50 100
SCALE IN FEET

FOR ALL PROPOSED TREES THAT ARE "CLOSE" TO THE WATER SERVICE (10' MIN.) SHOW A DIMENSION. MAKE SURE ALL PROPOSED BLVD TREES ARE SHOWN 10' MIN. FROM A PROPOSED WATER SERVICE AND 15' MIN. FROM FIRE HYDRANTS

5' 6 1/4"

21' 10 1/2"

ALPHA PARKWAY NW
BALFOUR PLACE NW
WORRALL COURT NW
MILLET PLACE NW
35TH STREET NW
50TH AVE NW
35TH ST NW (PUBLIC)
BLOCK 1
BLOCK 2
BLOCK 3
BLOCK 4
OUTLOT A
OUTLOT B

4 - HL
4 - SW
4 - PO
4 - SL
1 - SL
4 - AA
4 - GA
4 - BM
1 - AA
4 - KC
4 - CH
4 - NF

ALLIANT
www.alliant-inc.com

Badger Heights
Rochester, Minnesota

2nd Addition - Final Plat
Landscaping Plan - Enlargement

DATE	DESCRIPTION
1-7-2026	City Submittal

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.

John Gronhovd
59233
Date License no.

QA/QC CHECK

By Date

PROJECT TEAM DATA

Designed By:
Drafted By:
Project No.: 4000344-00

26

Sheet 26 of 27

Location: X:\4000344-000\160 Design\02 Sheets - CD Phase 2\LANDSCAPE.dwg Plotted By: Ben Palazzolo on January 7, 2026 at 7:44:46 AM

LANDSCAPE NOTES

1. CALL GOPHER STATE ONE CALL AT 651–454–0002 FOR LOCATING ALL UNDERGROUND UTILITIES AND TO AVOID DAMAGE TO UTILITIES DURING THE COURSE OF THE WORK.
2. INSTALL 4" MIN. TOP SOIL TO ALL SOD AND SHRUB AREAS. FINE GRADE ALL SOD AREAS. INSTALL 12" PLANTING (TOP) SOIL TO ALL ANNUAL/PERENNIAL AREAS.
3. STAKE OR MARK ALL PLANT MATERIAL LOCATIONS PRIOR TO INSTALLATION. HAVE OWNERS REPRESENTATIVE APPROVE ALL STAKING PRIOR TO INSTALLATION.
4. ALL SHRUB AREAS UNLESS SPECIFIED AS OTHER ON THE PLAN, TO BE BED MULCHED WITH 4" DEPTH OF HARDWOOD MULCH, NATURAL COLOR, OVER FILTER FABRIC, POLY–EDGER / LANDSCAPE EDGING TO BE VALLEY VIEW BLACK DIAMOND OR APPROVED.
5. ALL MULCH AND ROCK (BOULDERS, COBBLESTONE, ETC) TO BE APPROVED BY OWNER AND/OR LANDSCAPE ARCHITECT PRIOR TO INSTALLATION.
6. PROVIDE 4" DEPTH DOUBLE SHREDDED DARK BROWN BARK MULCH OVER FILTER FABRIC IN PLANTING BEDS.
7. INSTALL 4–6" DEPTH SHREDDED HARDWOOD MULCH AROUND ROOT SAUCER OF ALL TREES ISOLATED FROM PLANT BEDS.
8. PLANTING SOIL SHALL BE 1:1:1 CONSISTING OF 33% SELECT LOAMY TOPSOIL, 33% PEAT MOSS, 33% PIT RUN SAND. SEE FILTRATION BASIN DETAILS & NOTES FOR SOIL WITHIN FILTRATION BASIN AREAS.
9. COMPLETELY GUARANTEE ALL WORK FOR A PERIOD OF TWO YEARS BEGINNING AT THE DATE OF ACCEPTANCE. MAKE ALL REPLACEMENTS PROMPTLY (AS PER DIRECTION OF OWNER).
10. ALL MATERIAL SHALL COMPLY WITH THE LATEST EDITION OF THE AMERICAN STANDARD FOR NURSERY STOCK, AMERICAN ASSOCIATION OF NURSERYMEN.
11. ALL TREE TRUNKS SHALL BE WRAPPED WITH BROWN CREPE TREE WRAP. APPLY WRAP IN NOVEMBER AND REMOVE IN APRIL.
12. MAINTAIN ALL PLANT MATERIALS, INCLUDING WATERING, UNTIL THE TIME OF ACCEPTANCE.
13. COORDINATE LANDSCAPE INSTALLATION WITH GENERAL CONTRACTOR.
14. STAKING AND GUYING OF TREES OPTIONAL: MAINTAIN PLUMBNESS OF TREES FOR DURATION OF WARRANTY PERIOD.
15. SWEEP AND WASH ALL PAVED SURFACES AND REMOVE ALL DEBRIS RESULTING FROM LANDSCAPE OPERATIONS DAILY.
16. SUPPLY DESIGN AND INSTALLATION FOR NEW IRRIGATION SYSTEM WITH COVERAGE OF SOD AND PLANTING AREAS. USE RAINBIRD OR APPROVED EQUAL. COORDINATE INSTALLATION WITH G.C. SOD AND SHRUB AREAS TO BE ON SEPARATE ZONES. PROVIDE RAIN SENSOR. BOULEVARDS TO BE SODDED AND IRRIGATED.
17. CONTRACTOR TO INSTALL TREES AND LARGE SHRUBS 10' MIN. CLEAR FROM WATER SERVICES AND 15' MIN. FROM FIRE HYDRANTS.

MAKE THIS NOTE AS THE FIRST NOTE AND MAKE IT BOLD

PHASE 2 - LANDSCAPE SCHEDULE

#	KEY	COMMON NAME / SCIENTIFIC NAME	SIZE	NOTES
OVERSTORY TREES				
5	**AA**	Autumn Splendor Arnold Buckeye | Aesculus x arnoldiana 'Autumn Splendor'	1.5" Cal. B&B	Straight Trunk, No V-Crotch
4	**BM**	Burgundy Belle Red Maple | Acer rubrum 'Magnificent Magenta'	1.5" Cal. B&B	Straight Trunk, No V-Crotch
4	**CH**	Common Hackberry | Celtis occidentalis	1.5" Cal. B&B	Straight Trunk, No V-Crotch
8	**GA**	Autumn Gold Maidenhair Tree | Ginkgo biloba 'Autumn Gold'	1.5" Cal. B&B	Straight Trunk, No V-Crotch
8	**HL**	Skyline Honeylocust | Gleditsia triacanthos inermis 'Skycole'	1.5" Cal. B&B	Straight Trunk, No V-Crotch
4	**KC**	Kentucky Coffeetree | Gymnocladus dioica 'Espresso'	1.5" Cal. B&B	Straight Trunk, No V-Crotch
4	**NF**	Northern Flare Sugar Maple| Acer saccharum 'Sisseton'	1.5" Cal. B&B	Straight Trunk, No V-Crotch
4	**PO**	Majestic Skies Northern Pin Oak | Quercus ellipsoidalis 'Bailskies'	1.5" Cal. B&B	Straight Trunk, No V-Crotch
5	**SL**	American Sentry Linden | Tilia americana 'McKSentry'	1.5" Cal. B&B	Straight Trunk, No V-Crotch
4	**SW**	Swamp White Oak | Quercus bicolor	1.5" Cal. B&B	Straight Trunk, No V-Crotch
50	**TOTAL**			

Note: Quanities on plan supercedes schedule in event of discrepancy

SEEDING NOTES

TURF SEED MIX: MN STATE SEED MIX 25–131 (LOW MAINTENANCE TURF MIX). SEEDING RATE TO BE 220 LBS/ACRE.

APPLY SEED PER THE FOLLOWING: MULCH SEEDED AREAS WITH Mn/DOT TYPE 3 (MCIA CERTIFIED WEED FREE) MULCH AT A RATE OF 1 TON PER ACRE WITHIN 48 HOURS OF SEEDING. MULCH SHOULD THEN BE DISC ANCHORED TO KEEP IT FROM BLOWING AWAY.

SEEDING SHALL BE APPLIED FROM APRIL 1 – JUNE 30 OR NOV. 1 – FREEZE UP. IF HYDROSEEDING UTILIZE APPROXIMATELY 500 GALLONS OF WATER PER ACRE. REFER TO MN/DOT SPEC 3884 FOR PROPER INSTALLATION OF HYDRO–SEED. ALL NATIVE SEEDS USED ON THIS PROJECT SHALL BE CERTIFIED TO BE OF MINNESOTA ORIGIN BY THE MINNESOTA CROP IMPROVEMENT ASSOCIATION (MCIA). SITE TO BE PREPARED BY LOOSENING TOPSOIL TO A MINIMUM DEPTH OF 3 INCHES. THE SITE TO BE HARROWED OR RAKED FOLLOWING SEEDING, AND THEN PACKED USING A CULTI–PACKER OR EQUIVALENT. SEE MNDOT SEEDING MANUAL FOR REFERENCE.

MAINTAIN SEEDED AREAS BY WATERING, REMULCHING AND REPLANTING AS NECESSARY TO ESTABLISH A UNIFORMLY DENSE STAND OF THE SPECIFIED GRASSES UNTIL ACCEPTED. ANY AREAS FAILING TO ESTABLISH A STAND SHALL BE RESEEDED, REFERTILIZED AND REMULCHED (UNLESS OTHERWISE SPECIFIED) WHENEVER 70% VEGETATIVE COVER IS NOT ACHIEVED. RESEEDING SHALL CONFORM IN ALL RESPECTS TO THESE SPECIFICATIONS. THE CONTRACTOR SHALL REPAIR ANY DAMAGE TO THE WORK AREAS RESULTING FROM EROSION AND/OR EQUIPMENT. THE CONTRACTOR SHALL REPAIR DAMAGE, INCLUDING REGRADING, RESEEDING, ETC. AS NECESSARY, BEFORE SIGNIFICANT DAMAGE OCCURS.

REFER TO MN STATE SEED MIX MANUAL. REFER TO O&M DOCUMENT FOR FURTHER DETAILS REGARDING INSPECTION AND MAINTENANCE PRACTICES.

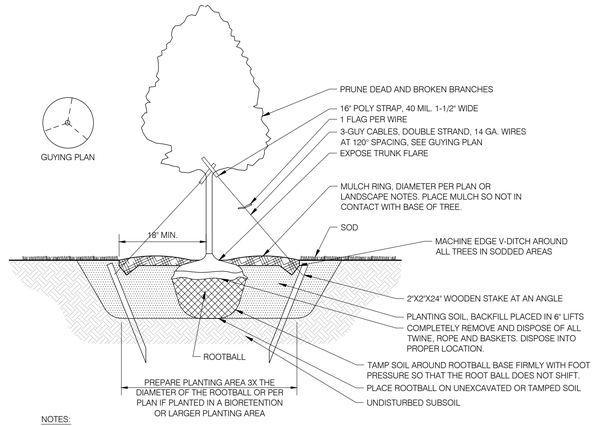
PHASE 2 - LANDSCAPE REQUIREMENTS

PER CITY CODE:

- TREE SPACING SHALL AVERAGE 50 FT BETWEEN TREES LOCATED WITHIN THE BOULEVARD FOR RESIDENTIAL PROPERTIES.
  OVERALL DEVELOPMENT
  TOTAL LOT FRONTAGE – 7,760 LF /50 – 156 BOULEVARD TREES REQUIRED
  OVERALL PROVIDED – 156 TREES

  PHASE 2
  FRONTAGE – 2,485 LF / 50 50 TREES REQUIRED
  PROVIDED – 50 TREES PROVIDED

  ADDITIONAL REQUIREMENTS:
- A MINIMUM SEPARATION OF 7 FT SHALL BE PROVIDED FROM EDGE OF DRIVEWAYS AS MEASURED FROM THE PROPERTY LINE.
- A MINIMUM SEPARATION OF 12 FT SHALL BE PROVIDED FROM ABOVE–GROUND UTILITY EQUIPMENT.
- A MINIMUM SEPARATION OF 20 FT SHALL BE PROVIDED FROM ROADWAY STREET LIGHTING.
- A MINIMUM SEPARATION OF 25 FT BETWEEN A BOULEVARD TREE AND THE INTERSECTION OF SIDEWALKS (NORMALLY MEASURED FROM THE PROPERTY LINE).
- ALL BOULEVARDS MUST BE VEGETATED WITH TURF GRASS OR OTHER APPROVED LANDSCAPING OUTSIDE OF THE ALLOWED PAVEMENT FOR SIDEWALK AND DRIVEWAY APPROACH.
- DEVELOPMENT REQUIRING PLANTING OF BOULEVARD TREES SHALL BE REQUIRED TO APPLY THE STANDARDS AND SPECIFICATIONS FOR TURF RESTORATION AND BOULEVARD TREATMENT AS ESTABLISHED BY THE PUBLIC WORKS DIRECTOR.



NOTES:
1. TREE STAKING IS OPTIONAL.
2. DO NOT PRUNE THE TREE AT PLANTING. PRUNE ONLY CROSSOVER LIMBS, CO-DOMINANT LEADERS AND BROKEN OR DEAD BRANCHES.
3. FOR TREES IN CONTAINERS, REMOVE CONTAINER PRIOR TO PLANTING. FOR BARE ROOT TREES, PLACE TREE IN MIDDLE OF PLANTING HOLE, SPREAD ROOTS OUT RADIALLY FROM THE TRUNK AROUND THE PREPARED HOLE.

1/27 TREE PLANTING

NOT TO SCALE

ALLIANT
www.alliant-inc.com

Badger Heights
Rochester, Minnesota

2nd Addition - Final Plat
Landscaping Details

DESCRIPTION	DATE
City Submittal	1-7-2026

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.

John Gronhovd

59233

Date License no.

QA/QC CHECK

By Date

PROJECT TEAM DATA

Designed By:

Drafted By:

Project No.: 4000344-00

27

Sheet 27 of 27

Location: X:\4000344-00\001\40 Design\02 Sheets - CD Phase 2\LANDSCAPE.dwg Plotted By: Ben Palazzolo on January 7, 2026 at 7:44:46 AM

ROCHESTER
FIRE DEPARTMENT
FIRE MARSHAL

City of Rochester
201 4th Street SE - STE 10
Rochester, MN 55904-
3726

Phone: 507-328-2800
Fax: 507-328-2829

January 16th, 2026

Community Development Department
4001 West River Parkway Suite 100
Rochester, MN 55901

SUBJ: CD2026-002PLAT, by West 34 Partners, LLC, to be known as Badger Heights Second Addition, for the subdivision of 8.5 acres into 32 residential lots. The site is located northeast of the intersection of 50th Ave NW and Valleyhigh Rd NW.

Regarding the above noted project plan, the fire department has the following requirements:

Fire Department Access and Roadways

One- or Two-Family residential developments must follow the requirements of Section D107 of the 2020 Minnesota State Fire Code

Due to the number of houses proposed for the development two separate fire apparatus access roads will be required since the development is over a total of 50 homes

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.

With the roads not being completed at the same time, a fire department turnaround will be required if the roadway length is over 150ft per Appendix D Figure D103.1 of the 2020 Minnesota Fire Code

Road Signage
Roads 26 to 32 feet wide shall have “No Parking Fire Lane” signage on one side of the street

Hydrant Location and Spacing
Fire Hydrants shall be spaced so that all portions of the houses are located within 400 feet of a fire hydrant. All houses that are planned to be built in this phase of the project will need to have hydrant coverage prior to beginning of construction. From the current drawings it appears that the west side of the phase development and the south side will not be within hydrant coverage.

This new development is outside of our 4-minute response area and the ISO rating is 8.

Sincerely,
Nathan Swisher
Fire Protection Specialist

From: Wendy von Wald <wendy.vonwald@olmstedcounty.gov>
Sent: Monday, January 12, 2026 4:42 PM
To: Community Development Department
Subject: [Ext Sender] FW: Development Application CD2026-002PLAT is ready for review by 1/16/2026

[EXTERNAL SENDER]: Do not open links/attachments if uncertain about the sender and never give out your user id and password.

Olmsted County Property Records has no issues or concerns at this time for the proposed plat of Badger Heights Second. We reserve the right to comment further during our official plat check process. Thank you.

Wendy von Wald, deputy
Olmsted County Property Records
151 4th St SE
Rochester, MN 55904
(507) 328-7634 Fax (507) 328-7964
wendy.vonwald@olmstedcounty.gov

From: Accela_Mail <accela_mail@rochestermn.gov>
Sent: Wednesday, January 7, 2026 12:22 PM
To: Dombrovski, Dillon <ddombrovski@rochestermn.gov>; Michael Nigbur <mnigbur@rochestermn.gov>; Jeff Haberman <JHaberman@rochestermn.gov>; Planning Web <planningweb@olmstedcounty.gov>; RPUElecDistrib <EDistribution@rpu.org>; Wade Neubauer <wneubauer@rpu.org>; Jon Turk <jturk@rochestermn.gov>; Brent Svenby <bsvenby@rochestermn.gov>; brian.mccoy@state.mn.us; Tony Hill <tony.hill@olmstedcounty.gov>; jjmosser@charter.net; TDLivingston@minnesotaenergyresources.com; BDWolf@minnesotaenergyresources.com; paul.osullivan@minnesotaenergyresources.com; Nicole.lehman@state.mn.us; Skip Langer <skip.langer@olmstedcounty.gov>; Scott Bennett <scott.bennett@olmstedcounty.gov>; Don VanKeulen <don.vankeulen@olmstedcounty.gov>; rene@rneighbors.org; Todd Osweiler <TOsweiler@RPU.ORG>; Justin.Watkins@state.mn.us; Brent Svenby <bsvenby@rochestermn.gov>; Sagar Chowdhury <sagar.chowdhury@olmstedcounty.gov>; Ron Muller <ron.muller@charter.com>; Adam Nowinski <adam.nowinski@olmstedcounty.gov>; David McCollister <david.mccollister@olmstedcounty.gov>; Wendy von Wald <wendy.vonwald@olmstedcounty.gov>; Jennifer Fibison <jennifer.fibison@olmstedcounty.gov>; Jeff Feece <JFeece@rochestermn.gov>; Beth Davis <beth.davis@olmstedcounty.gov>; greg.vreeman <greg.vreeman@charter.com>; Kelly Peterson <kpeterson@rochestermn.gov>; Gerald Norman <jnorman@rochestermn.gov>; Heather Flynn <heather.flynn@olmstedcounty.gov>; Mark Baker <mbaker@rochestermn.gov>; Troy Erickson <terickson@rochestermn.gov>; jmiller@rochestermn.gov; Jacob Souhrada <JSouhrada@rochestermn.gov>; Seth Loken <sloken@rochestermn.gov>; Brent Bunke <BBunke@rpu.org>; Luke Payne

<LPayne@RPU.ORG>; Burbank, Tyler <tburbank@rpu.org>; Fire Marshals Office <Firemarshalsoffice@rochestermn.gov>; Community Development Department <CommunityDevelopment@rochestermn.gov>; stuart.hiam@charter.com; Nathan Swisher <nswisher@rochestermn.gov>
Subject: Development Application CD2026-002PLAT is ready for review by 1/16/2026

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hello,

A development application is ready for review:

- Application Number: CD2026-002PLAT
- Description: Final Plat #CD2026-002PLAT, by West 34 Partners, LLC, to be known as Badger Heights Second Addition, for the subdivision of 8.5 acres into 32 residential lots. The site is located northeast of the intersection of 50th Ave NW and Valleyhigh Rd NW.
- Comment Due Date: **1/16/2026**

To determine if your review is needed, please refer to the Department and Agency Review Document. You can view the full referral *with site plans* at the following locations, based on your security access:

1. https://rochester-prod-av.accela.com/: Internal log-in required (view the Accela instructions)
2. https://aca-prod.accela.com/rochester: no log-in required
    1. Click on the "City Planning" tab
    2. Search for the Record Number (CD2026-002PLAT)
    3. Scroll down to the results screen and click on the Record Number
    4. Click on "Attachments"
    5. Click on the hyperlinked document name

If you have access to Accela, please submit your referral comments in the system. Otherwise, please send your comments via email to communitydevelopment@rochestermn.gov.

Thank you,

Community Development

Note: Please do not reply to this email. If you have any questions, contact our department at communitydevelopment@rochestermn.gov or (507)328-2600 during office hours.

Olmsted County Public Works
GIS/Addressing Division
1188 50 St SE
Rochester, MN 55904
(507) 328-7070

BADGER HEIGHTS SECOND
FINAL PLAT REFERRAL

DATE: JANUARY 15, 2026

TO: JEFFREY BROWN, ALLIANT ENGINEERING INC

FROM: DAVE MCCOLLISTER

CC: ADAM NOWINSKI

RE: BADGER HEIGHTS SECOND FINAL PLAT GIS REFERRAL

A review of the BADGER HEIGHTS SECOND FINAL PLAT to determine any existing or potential GIS, ROADWAY, or ADDRESS related issues are present shows the following:

1) Final plat GIS impact and E911 fees have not been paid. See attached fee forms.

To address issues listed above, please contact our office.

Dave McCollister GIS Analyst / Addressing 507-328-7101

PART ONE: Applicant Information

If applicant is an entity (company, government entity, partnership, etc.), an authorized contact person must be identified. If the applicant is using an agent (consultant, lawyer, or other third party) and has authorized them to act on their behalf, the agent's contact information must also be provided.

Applicant/Landowner Name: Kuehl, LLC – Matt Kuehl
Mailing Address: 4815 Valleyhigh Road NW, Rochester, MN 55901
Phone: 507-990-4780
E-mail Address: mprkuehl@gmail.com

Authorized Contact (do not complete if same as above): West 34 Partners, LLC – Jeff Brown
Mailing Address: 2705 Hwy 14, Rochester, MN 55901
Phone: 952-607-7886
E-mail Address: jbrown@northrockre.com

Agent Name: Tony Luft
Mailing Address: 733 Marquette Ave, Suite 700, Minneapolis, MN 55402
Phone: 612-272-3479
E-mail Address: tluft@alliant-inc.com

PART TWO: Site Location Information

County: Olmsted **City/Township:** Cascade Township
Parcel ID and/or Address: 742023082377
Legal Description (Section, Township, Range): Section 20, Township 107, Range 14
Lat/Long (decimal degrees): 44.05963422, -92.536210
Attach a map showing the location of the site in relation to local streets, roads, highways.
Approximate size of site (acres) or if a linear project, length (feet): 32.9 acres

See **Appendix A** for the Project Location figure.

If you know that your proposal will require an individual Permit from the U.S. Army Corps of Engineers, you must provide the names and addresses of all property owners adjacent to the project site. This information may be provided by attaching a list to your application or by using block 25 of the Application for Department of the Army permit which can be obtained at:

http://www.mvp.usace.army.mil/Portals/57/docs/regulatory/RegulatoryDocs/engform_4345_2012oct.pdf

PART THREE: General Project/Site Information

If this application is related to a delineation approval, exemption determination, jurisdictional determination, or other correspondence submitted ***prior to*** this application then describe that here and provide the Corps of Engineers project number.

Alliant Engineering completed a wetland delineation in July 2024 and submitted the wetland delineation report in September 2024. A Wetland Conservation Act (WCA) Notice of Decision (NOD) for the wetland boundary/type of the wetlands on site was issued on November 2024. The TEP (SWCD and LGU) walked the site and reclassified Wetland 2 as an incidental wetland. See **Appendix B** for NOD.

Describe the project that is being proposed, the project purpose and need, and schedule for implementation and completion. The project description must fully describe the nature and scope of the proposed activity including a description of all project elements that effect aquatic resources (wetland, lake, tributary, etc.) and must also include plans and cross section or profile drawings showing the location, character, and dimensions of all proposed activities and aquatic resource impacts.

Project Purpose: The proposed plan will develop the site into a single-family residential development of 84 low-density home lots with associated roadways and utilities. The site is located on an existing agricultural property in the City of Rochester Minnesota, that is bordered by a residential development on the east, a forested area to the north, and agricultural areas to the west and south. Lot will vary in size but are 0.2 acre on average. A stormwater system will be provided as part of the project and the collected water discharged to an existing stormwater pond southwest of the site. See **Appendix A** for the proposed project location and concept plan.

Project Need: The Kuehl Property development will provide additional residential development for the City of Rochester to meet the goals of the City's comprehensive plan and future land use.

Project Schedule: The anticipated start of construction is scheduled to begin during spring 2025 with site grading and the installation of utilities and roadways. The work is projected to take 2 to 3 years, with home building to continue as market conditions require with an anticipated completion in 2028.

PART FOUR: Aquatic Resource Impact[1] Summary

If your proposed project involves a direct or indirect impact to an aquatic resource (wetland, lake, tributary, etc.) identify each impact in the table below. Include all anticipated impacts, including those expected to be temporary. Attach an overhead view map, aerial photo, and/or drawing showing all of the aquatic resources in the project area and the location(s) of the proposed impacts. Label each aquatic resource on the map with a reference number or letter and identify the impacts in the following table.

Aquatic Resource ID (as noted on overhead view)	**Aquatic Resource Type** (wetland, lake, tributary etc.)	**Type of Impact** (fill, excavate, drain, or remove vegetation)	**Duration of Impact** Permanent (P) or Temporary (T)[1]	**Size of Impact**[2]	**Overall Size of Aquatic Resource** [3]	**Existing Plant Community Type(s)** in Impact Area[4]	**County, Major Watershed #, and Bank Service Area #** of Impact Area[5]
Wetland 1	Wetland	Fill	P	0.03 Ac	0.03 Ac	Seasonally flooded basin, farmed	Olmsted, #41, BSA #8
Wetland 2	Wetland	Fill	P	0.02 Ac	0.02 Ac	Seasonally flooded basin, farmed/Fresh (wet) meadow	Olmsted, #41, BSA #8
See **Appendix A** for the wetland delineation and impact figure. *Wetland 2 was determined by the TEP to be an incidental wetland. See **Appendix B** for the NOD detailing this information. See **Appendix C** for the wetland delineation report.							

[1]If impacts are temporary; enter the duration of the impacts in days next to the "T". For example, a project with a temporary access fill that would be removed after 220 days would be entered "T (220)".
[2]Impacts less than 0.01 acre should be reported in square feet. Impacts 0.01 acre or greater should be reported as acres and rounded to the nearest 0.01 acre. Tributary impacts must be reported in linear feet of impact and an area of impact by indicating first the linear feet of impact along the flowline of the stream followed by the area impact in parentheses). For example, a project that impacts 50 feet of a stream that is 6 feet wide would be reported as 50 ft (300 square feet).
[3]This is generally only applicable if you are applying for a de minimis exemption under MN Rules 8420.0420 Subp. 8, otherwise enter "N/A".
[4]Use *Wetland Plants and Plant Community Types of Minnesota and Wisconsin* 3rd Ed. as modified in MN Rules 8420.0405 Subp. 2.
[5]Refer to Major Watershed and Bank Service Area maps in MN Rules 8420.0522 Subp. 7.

If any of the above identified impacts have already occurred, identify which impacts they are and the circumstances associated with each:

None of the identified wetland impacts above have occurred.

[1] **The term "impact" as used in this joint application form is a generic term used for disclosure purposes to identify activities that may require approval from one or more regulatory agencies. For purposes of this form it is not meant to indicate whether or not those activities may require mitigation/replacement.**

PART FIVE: Applicant Signature

☐ Check here if you are requesting a pre-application consultation with the Corps and LGU based on the information you have provided. Regulatory entities will not initiate a formal application review if this box is checked.

By signature below, I attest that the information in this application is complete and accurate. I further attest that I possess the authority to undertake the work described herein.

Signature: Jeffrey R. A. Brown Date: 4/8/2025

I hereby authorize Alliant Engineering to act on my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this application.

Attachment B
Supporting Information for Applications Involving Exemptions, No Loss Determinations, and Activities Not Requiring Mitigation

Complete this part ***if*** you maintain that the identified aquatic resource impacts in Part Four do not require wetland replacement/compensatory mitigation OR ***if*** you are seeking verification that the proposed water resource impacts are either exempt from replacement or are not under CWA/WCA jurisdiction.

Identify the specific exemption or no-loss provision for which you believe your project or site qualifies:

Wetland 1

8420.0420 Exemption Standards

Subp 8. De minimus

(3) in a less than 50 percent area:

(a) 2,000 square feet of type 1, 2, or 6 wetland outside of the shoreland wetland protection zone and outside the 11-county metropolitan area

Provide a detailed explanation of how your project or site qualifies for the above. Be specific and provide and refer to attachments and exhibits that support your contention. Applicants should refer to rules (e.g. WCA rules), guidance documents (e.g. BWSR guidance, Corps guidance letters/public notices), and permit conditions (e.g. Corps General Permit conditions) to determine the necessary information to support the application. Applicants are strongly encouraged to contact the WCA LGU and Corps Project Manager prior to submitting an application if they are unsure of what type of information to provide:

The overall size of Wetland 1 is 0.03 Ac which falls within the 2,000 square feet (0.046 Ac) exemption standard.

Wetland 2

8420.0105 Scope

Subp 2. Applicability

D. This chapter does not regulate impacts to incidental wetlands. "Incidental wetlands" are wetland areas that the landowner can demonstrate, to the satisfaction of the local government unit, were created in nonwetland areas solely by actions, the purpose of which was not to create the wetland. Incidental wetlands include drainage ditches, impoundments, or excavations constructed in nonwetlands solely for the purpose of effluent treatment, containment of waste material, stormwater retention or detention, drainage, soil and water conservation practices, and water quality improvements and not as part of a wetland replacement process that may, over time, take on wetland characteristics.

Wetland 2 is not located within hydric soil and does not overlap any NWI/PWI mapped aquatic features. When the TEP was in the field, they noted a 4’ PVC pipe coming from the direction of the house into this wetland area. It appears that hydrology for the area is caused by foundation drainage and possibly a surface discharge of the septic. There are no septic records on file; however, this is the logical location for a septic. Therefore, based on field observation, it appears this area was formed in upland conditions as a result of drainage from the foundation and potential septic system on the property. See **Appendix B** for Notice of Decision.

Appendices

- **Appendix A:** Figures
  - **Figure 1:** Project Location
  - **Figure 2.** Wetland Delineation and Impact Figure
  - **Figure 3.** Concept Plan
- **Appendix B:** 2024 Notice of Decision – Wetland Boundary/Type
- **Appendix C:** Wetland Delineation Report

Appendix A

FIGURES



Northern Hills Golf Course

50th Ave NW

50th Ave

West Circle Dr NW

Valleyhigh Rd NW

60th Ave NW

19th St NW

USTH 14

CP Rail Systems

40th Ave NW

50 Ave NW

Valleyhigh Dr NW

Technology Dr NW

22nd St NW

1191 ft

1192 ft

1150 ft

Legend

Study Area

Kuehl Property

Figure 1

Project Location

N

0 0.2 0.4 Miles

Source: MnGeo WMS, Statewide, 2021 color FSA

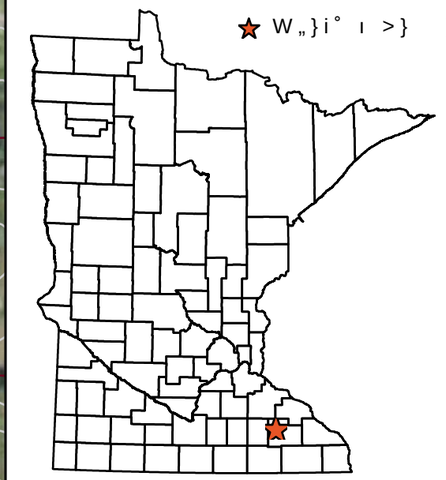
ALLIANT

Date Exported: 8/8

X:\4000344-00\001\40 Design\65 Environmental\GIS\APRx\Figure1_ProjectLocation.aprx

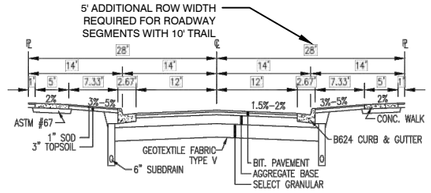
0.03 acre

0.02 acre
Incidental
wetland



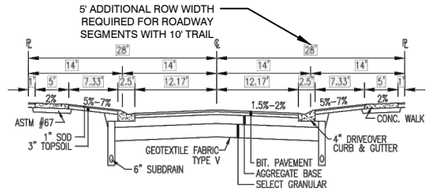
<µ°Zo W„}›°„ıÇ &]P **2** ' ð >]ˇ Z }vı}µ„' vˆ t°ıo vˆ ˇ°o]v° }v **and Impacts**

ALLIANT



BATTERFACE CURB

CENTERLINE – 12.00' TO LIP OF GUTTER — CENTERLINE IS 0.24' ABOVE LIP OF GUTTER
CENTERLINE – 14.67' TO BACK OF CURB — CENTERLINE IS 0.13' BELOW TOP OF CURB
PROP. SIDE SWLK. – 12.33' FROM BACK OF CURB — PROP. SIDE SWLK. IS 0.39' ABOVE TOP OF CURB



DRIVEOVER CURB

CENTERLINE – 12.17' TO LIP OF GUTTER — CENTERLINE IS 0.24' ABOVE LIP OF GUTTER
CENTERLINE – 14.67' TO BACK OF CURB — CENTERLINE IS 0.01' BELOW TOP OF CURB
PROP. SIDE SWLK. – 12.33' FROM BACK OF CURB — PROP. SIDE SWLK. IS 0.51' ABOVE TOP OF CURB

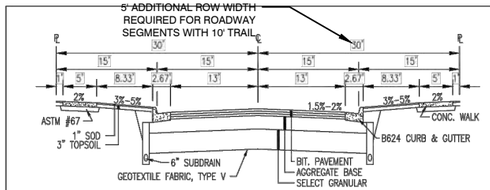
NOTES

1. MIN. WIDTH FOR PLANTING TREES IS: 7' FOR BOULEVARDS
2. REFER TO ENGINEERING STANDARDS FOR PAVEMENT DESIGN.
3. REFER TO CITY OF ROCHESTER COMPREHENSIVE PLAN, FOR LOCAL STREET RIGHT OF WAY AND MINIMUM ROADWAY WIDTH REQUIREMENTS.
4. BITUMINOUS SHALL BE 1/4" – 1/2" HIGHER THAN LIP OF GUTTER.

ROCHESTER S.D.P. REF. 1-08, 2-01, 2-10

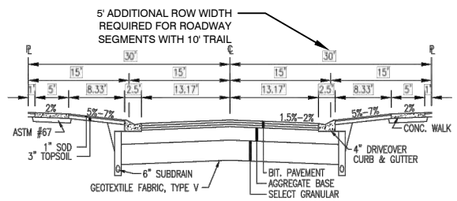
DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
ROADWAY TYPICAL SECTION
28' RDWY.–56' R.O.W.
CITY ENGINEER

SHT 13 OF 21 SHTS	DATE REVISED	PLATE NO.	REV.
	1/1/23	3-01	G



BATTERFACE CURB

CENTERLINE – 13.00' TO LIP OF GUTTER — CENTERLINE IS 0.26' ABOVE LIP OF GUTTER
CENTERLINE – 15.67' TO BACK OF CURB — CENTERLINE IS 0.11' BELOW TOP OF CURB
PROP. SIDE SWLK. – 13.33' FROM BACK OF CURB — PROP. SIDE SWLK. IS 0.43' ABOVE TOP OF CURB



DRIVEOVER CURB

CENTERLINE – 13.17' TO LIP OF GUTTER — CENTERLINE IS 0.26' ABOVE LIP OF GUTTER
CENTERLINE – 15.67' TO BACK OF CURB — CENTERLINE IS 0.01' ABOVE TOP OF CURB
PROP. SIDE SWLK. – 13.33' FROM BACK OF CURB — PROP. SIDE SWLK. IS 0.56' ABOVE TOP OF CURB

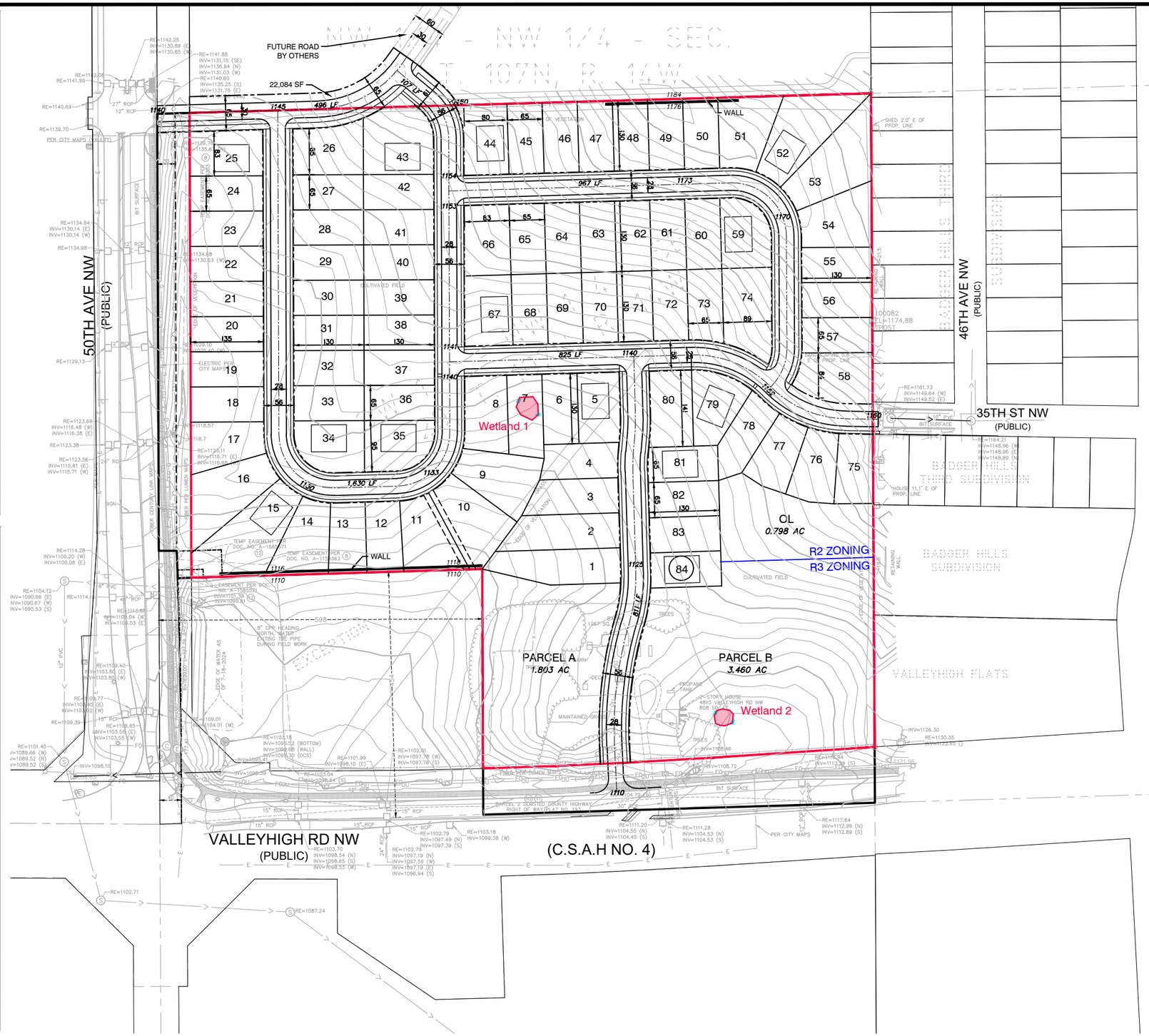
NOTES

1. MIN. WIDTH FOR PLANTING TREES IS: 7' FOR BOULEVARDS
2. REFER TO ENGINEERING STANDARDS FOR PAVEMENT DESIGN.
3. REFER TO CITY OF ROCHESTER COMPREHENSIVE PLAN, FOR LOCAL STREET RIGHT OF WAY AND MINIMUM ROADWAY WIDTH REQUIREMENTS.
4. BITUMINOUS SHALL BE 1/4" – 1/2" HIGHER THAN LIP OF GUTTER.

ROCHESTER S.D.P. REF. 1-08, 2-01, 2-10

DEPARTMENT OF PUBLIC WORKS
CITY OF ROCHESTER, MINNESOTA
ROADWAY TYPICAL SECTION
30' RDWY.–60' R.O.W.
CITY ENGINEER

SHT 4 OF 21 SHTS	DATE REVISED	PLATE NO.	REV.
	1/1/23	3-01	G



LEGEND

- DEVELOPMENT BOUNDARY
- PROPOSED RIGHT OF WAY
- PROPOSED LOT LINES
- PROPOSED SETBACK
- ROADWAY - TOP BACK OF CURB/ROAD EDGE/STRIPING

SITE DATA

DEVELOPMENT PLAN AREA :
PARID: 742023082377 — 32.35 ac (per County)

UNIT/LOT SUMMARY:
SINGLE FAMILY LOTS: 84

CURRENT ZONING DISTRICTS:
R-2 - LOW DENSITY SMALL LOT
R-3 -MEDIUM DENSITY RESIDENTIAL

CONCEPT PLAN DESIGN ASSUMPTIONS:

MIN. FRONT SETBACK SINGLE FAMILY (SF):	25'
MIN. SIDE, SF, (INTERIOR):	7.5'
MIN. SIDE, SF, (STREET):	20'
MIN. REAR, SF:	20'
MIN. LOT WIDTH, (INTERIOR)	65'
MIN. LOT WIDTH, (CORNER)	78'

TOTAL ROADWAY LENGTH:*

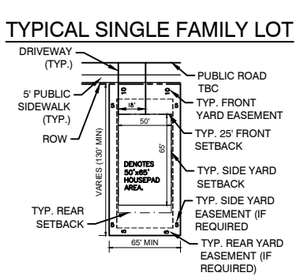
PUBLIC LOCAL (28' BB, 56' RW):	4,232 LF
PUBLIC LOCAL (28' BB, 61' RW - TRAIL):	107 LF
PUBLIC LOCAL (30' BB, 65' RW - TRAIL)	496 LF

NET MISC. AREA CALCS. PER GIS BNDY:

OFFSITE ROW /EASEMENT NEED = 22,084 SF
STORMWATER - To be provided in offsite parcel to SE

WETLANDS:
none assumed onsite

TYPICAL SINGLE FAMILY LOT



N

0 50 100 200
SCALE IN FEET

DATE: 2-4-2025

KUEHL PROPERTY - CONCEPT D

ROCHESTER, MINNESOTA

ALLIANT ENGINEERING
733 Marquette Ave, Ste 700
Minneapolis, MN 55402
612.758.3080 MAIN
612.758.3099 FAX
www.alliant-inc.com

Drawing name: X:\4000\344-000001\40 Design\000 Source - Design\Keuhl Property Concept D.dwg Feb 07, 2025 - 12:57pm

Appendix B

2021 NOTICE OF DECISION – WETLAND BOUNDARY/TYPE



BOARD OF WATER AND SOIL RESOURCES

Minnesota Wetland Conservation Act
Notice of Decision

Local Government Unit: City of Rochester	**County:** Olmsted
Applicant Name: Kuehl, LLC - Matt Kuehl	**Applicant Representative:** West 34 Partners, LLC, Jeff Brown
Project Name: Kuehl Property	**LGU Project No. (if any):** R2024-022WET Revised
Date Complete Application Received by LGU: 9/26/2024	
Date of LGU Decision: 11/06/2024	
Date this Notice was Sent: 11/07/2024	

WCA Decision Type - check all that apply

☒ Wetland Boundary/Type ☐ Sequencing ☐ Replacement Plan ☐ Bank Plan (not credit purchase)
☐ No-Loss (8420.0415) ☐ Exemption (8420.0420)
Part: ☐ A ☐ B ☐ C ☐ D ☐ E ☐ F ☐ G ☐ H Subpart: ☐ 2 ☐ 3 ☐ 4 ☐ 5 ☐ 6 ☐ 7 ☐ 8 ☐ 9

Replacement Plan Impacts (replacement plan decisions only)

Total WCA Wetland Impact Area: N/A
Wetland Replacement Type: ☐ Project Specific Credits: ☐ Bank Credits:
Bank Account Number(s):

Technical Evaluation Panel Findings and Recommendations (attach if any)

☒ Approve ☐ Approve w/Conditions ☐ Deny ☐ No TEP Recommendation

LGU Decision

☒ Approved with Conditions (specify below)[1] ☐ Approved[1] ☐ Denied

List Conditions: The LGU approves the wetland Application as submitted with the exception that Wetland 2 is an incidental wetland described in the LUG Findings below.

Decision-Maker for this Application: ☒ Staff ☐ Governing Board/Council ☐ Other:

Decision is valid for: ☒ 5 years (default) ☐ Other (specify):

[1] *Wetland Replacement Plan approval is not valid until BWSR confirms the withdrawal of any required wetland bank credits. For project-specific replacement a financial assurance per MN Rule 8420.0522, Subp. 9 and evidence that all required forms have been recorded on the title of the property on which the replacement wetland is located must be provided to the LGU for the approval to be valid.*

LGU Findings – Attach document(s) and/or insert narrative providing the basis for the LGU decision[1].

☒ Attachment(s) (specify): Application, Delineation and NoA

☒ Summary: The TEP (SWCD and LGU) walked the site on 10/16/2024. Wetland 1, we reviewed the soils by taking a soil probe to compare it to the Data point and agreed that the delineation was consistent with what we found. Wetland 2 – When we reviewed the site we noted that there was a 4' PVC pipe coming from the direction of the house. The report noted that the wetland was not located within a hydric soil. It seemed that the hydrology was caused by foundation drainage and possibly a surface discharge of the septic, as an Imminent Public Health Threat. There are no septic records on file, however, this is the logical location for the septic. I would classify wetland 2 as an incidental wetland based on this information.

[1] *Findings must consider any TEP recommendations.*

Attached Project Documents

■ Site Location Map ☐ Project Plan(s)/Descriptions/Reports (specify):

Appeals of LGU Decisions

If you wish to appeal this decision, you must provide a written request within 30 calendar days of the date you received the notice. All appeals must be submitted to the Board of Water and Soil Resources Executive Director along with a check payable to BWSR for $500 *unless* the LGU has adopted a local appeal process as identified below. The check must be sent by mail and the written request to appeal can be submitted by mail or e-mail. The appeal should include a copy of this notice, name and contact information of appellant(s) and their representatives (if applicable), a statement clarifying the intent to appeal and supporting information as to why the decision is in error. Send to:

Appeals & Regulatory Compliance Coordinator
Minnesota Board of Water & Soils Resources
520 Lafayette Road North
St. Paul, MN 55155
travis.germundson@state.mn.us

Does the LGU have a local appeal process applicable to this decision?

■ Yes[1] ☐ No

[1]*If yes, all appeals must first be considered via the local appeals process.*

Local Appeals Submittal Requirements (LGU must describe how to appeal, submittal requirements, fees, etc. as applicable)

Please refer to Rochester's UDC Section 60.200.040D: Wetland Conservation and the DEO - Decorah Edge Overlay

Notice Distribution (include name)

Required on all notices:

■ SWCD TEP Member: Skip Langer	■ BWSR TEP Member: Jed Chesnut
☐ LGU TEP Member (if different than LGU contact):	
■ DNR Representative: Nicole Lehman	
☐ Watershed District or Watershed Mgmt. Org.:	
■ Applicant:	■ Agent/Consultant:

Optional or As Applicable:

■ Corps of Engineers: David Studenski	
☐ BWSR Wetland Mitigation Coordinator (required for bank plan applications only):	
■ Members of the Public (notice only): Troy Erickson	■ Other:

Signature: Donald VanKeulen Digitally signed by Donald VanKeulen Date: 2024.11.07 15:21:57 -06'00' Signed by Don VanKeulen - City of Rochester LUG	**Date:** 11/7/24

This notice and accompanying application materials may be sent electronically or by mail. The LGU may opt to send a summary of the application to members of the public upon request per 8420.0255, Subp. 3.

Appendix C

WETLAND DELINEATION REPORT



Wetland Delineation Report

KUEHL PROPERTY

Cascade Township, Olmsted County, Minnesota

Prepared for: *West 34 Partners, LLC, 2705 HWY 14 W, Rochester, MN 55901*

Prepared by: *Alliant Engineering, Inc.*

September 2024

1. Table of Contents

1. Table of Contents i
List of Tables ii
List of Figures ii
Appendices ii
1. Introduction 1
1.1 Site Location and Project Need/Description 1
1.1.1 Site Location 1
1.1.2 Project Need and Description 1
2. Methodology 2
2.1 Desktop Evaluation 2
2.2 Field Review 2
3. Results and Discussion 3
3.1 Water Resource Mapping Results 3
3.2 Weather Conditions 3
3.2.1 Weather Conditions for July 24th, 2024 Survey 3
3.3 Historic aerial imagery analysis 4
3.4 Field Survey results 5
3.4.1 Wetlands 5
4. Conclusions 6
5. References 7

LIST OF TABLES

Table 3-1. Soils Summary Table 3
Table 3-2. Wetlands Located Within the Project Site 5

LIST OF FIGURES

Figure 1. Project Location
Figure 2. National Wetland Inventory and Olmsted County Soils
Figure 3. DNR Public Waters Inventory
Figure 4. LiDAR Contours and Wetland Delineation

APPENDICES

Appendix A. Joint Application Form
Appendix B. Figures
Appendix C. Wetland Determination Forms
Appendix D. Photo Log
Appendix E: Antecedent Precipitation Conditions
Appendix F. Historic Aerial Review

1. Introduction

A wetland and waterbody survey was conducted on July 24th, 2024 for a 32.9 acre site in Cascade Township, Olmsted County, Minnesota.

The Olmsted County Soil and Water Conservation District (SWCD) is the Local Government Unit (LGU) that administers the Minnesota Wetland Conservation Act (WCA). This delineation report provides the required documentation for the wetland boundary determinations in conformance with the United States Army Corps of Engineers (USACE) Wetland Delineation Manual (Environmental Laboratory, 1987) and the Regional Supplement to the USACE Wetland Delineation Manual: Midwest (USACE, 2010). The Joint Application Form for Activities Affecting Water Resources in Minnesota is included in **Appendix A**.

The survey was conducted to address requirements under the current regulatory framework concerning wetlands and waterbodies. A wetland delineation is the identification of the jurisdictional boundary of a wetland. There are three major wetland regulatory programs of statewide importance in Minnesota. Under the Minnesota Wetland Conservation Act and the Corps of Engineers Section 404 Program, delineations are conducted using the USACE Wetlands Delineation Manual, Technical Report Y-87-1 (Environmental Laboratory, 1987). Under the Minnesota Department of Natural Resources (DNR) Public Waters Permit Program, the jurisdictional boundary of a wetland is the Ordinary High Water Level (OHWL), which is determined using the DNR Guidelines for Ordinary High Water Level (OHWL) Determinations (Scherek & Yakel, 1993). The information collected by this survey will be used to help with the design planning of the site so that jurisdictional water features are avoided or minimized to the extent possible.

1.1 SITE LOCATION AND PROJECT NEED/DESCRIPTION

1.1.1 Site Location

The site is located northeast of the intersection of Valleyhigh Road NW and 50th Avenue in the Cascade Township. The parcel ID for the site is 742023082377 (**Appendix B**).

Olmsted County historic aerial viewer shows that the land use on the site has been agriculture for decades and is still currently in agriculture production. The site is bordered by a residential development to the east, a forested area to the north, and agricultural areas to the west and south.

The project site is located in Section 20, Township 107 N, Range 14W.

1.1.2 Project Need and Description

The client plans to develop the site into a single-family residential development and needs to understand what jurisdictional water features are currently present within the project site for planning purposes.

2. Methodology

2.1 DESKTOP EVALUATION

Prior to the wetland delineation survey in the field, desktop data was reviewed that included:

- National Wetlands Inventory (NWI)
- Minnesota Department of Natural Resources (MN DNR) National Wetlands Inventory
- USGS 3D Hydrography Program (3DHP)
- Minnesota Department of Natural Resources (MN DNR) Public Waters and Wetland Inventory (PWI)
- Natural Resource Conservation Service (NRCS) Soil Survey Geographic database (SSURGO2).
- LiDAR Data
- Federal Emergency Management Agency (FEMA) Flood Insurance Rate Maps
- Historic Aerial Photo Review

2.2 FIELD REVIEW

A wetland delineation was conducted by Martha Burket, CMWPIT, and Karina Hanson on July 24th, 2024. The wetland delineation was completed in accordance with the criteria and methods outlined in:

- USACE Wetland Delineation Manual, Technical Report Y-87-1 (Environmental Laboratory 1987);
- Midwest Supplement to the USACE Wetland Delineation Manual
- Subsequent guidance documents (USACE 1991, 1992)

The delineation was conducted using the three criteria technical approach (i.e., vegetation, soil, and hydrology) as defined in the 1987 Wetland Delineation Manual and the Midwest Regional Supplement. According to procedures described in the 1987 Manual and Midwest Supplement, an area was determined to be a wetland if under normal circumstances it reflects a predominance of:

- Hydrophytic vegetation;
- Hydric soils; and
- Wetland hydrology (e.g. inundated or saturated soils)

Sample points were taken in four areas throughout the site. Data was recorded on the USACE Midwest Regional Supplement wetland determination forms for these sample points. These datasheets are provided in **Appendix C**. Additionally, photos were collected and are provided in **Appendix D**.

3. Results and Discussion

3.1 WATER RESOURCE MAPPING RESULTS

There are no mapped NWI features, MN DNR PWI water basins, wetlands, or watercourses, or USGS 3DHP features mapped within the project area.

The NRCS SSURGO2 for Olmsted County indicates that the soils listed in Table 3-1 are mapped within the site. Based on the NRCS Web Soil Survey Hydric Rating, there are no hydric soils mapped within the project site. The percent hydric soil in Table 3-1 indicates what percent of the soils' major and minor components are hydric.

See **Appendix B** for figures of water resources mapping.

Table 3-1. Soils Summary Table

Map Unit Name (Map Unit Symbol) [1]	Rating[2]	Percent Hydric Soil[3]
Joy silt loam, 1 to 4 percent slopes (203)	Predominantly Nonhydric	5
Port Byron silt loam, 2 to 6 percent slopes (285B)	Nonhydric	0
Port Byron silt loam, 6 to 12 percent slopes, moderately eroded (285C)	Nonhydric	0
Timula silt loam, 6 to 12 percent slopes, moderately eroded (322C2)	Nonhydric	0
Littleton silt loam, 1 to 4 percent slopes (477B)	Predominantly Nonhydric	8
Lindstrom silt loam, 2 to 6 percent slopes (N518B)	Nonhydric	0

1 – Soils determined using GIS geospatial query clipping the NRCS Soil Survey Geographic (SSURGO2) spatial data by Project boundaries.
2 – As indicated in the SSURGO2 database
3 – As indicated in the SSURGO2 database. Where percentages are small (e.g. < 15 %) the hydric soil is likely an inclusion that is not recognized in the map unit name.

3.2 WEATHER CONDITIONS

3.2.1 Weather Conditions for July 24th, 2024 Survey

The weather during the time of the July 24th, 2024 survey was partly cloudy and approximately 72°F. The USACE Antecedent Precipitation Tool that was used to determine the antecedent precipitation data **(Appendix E)**. The three-month period preceding the wetland delineation is wetter than normal. **Figure 3-1** shows the weather conditions for the 90 days preceding the delineation.

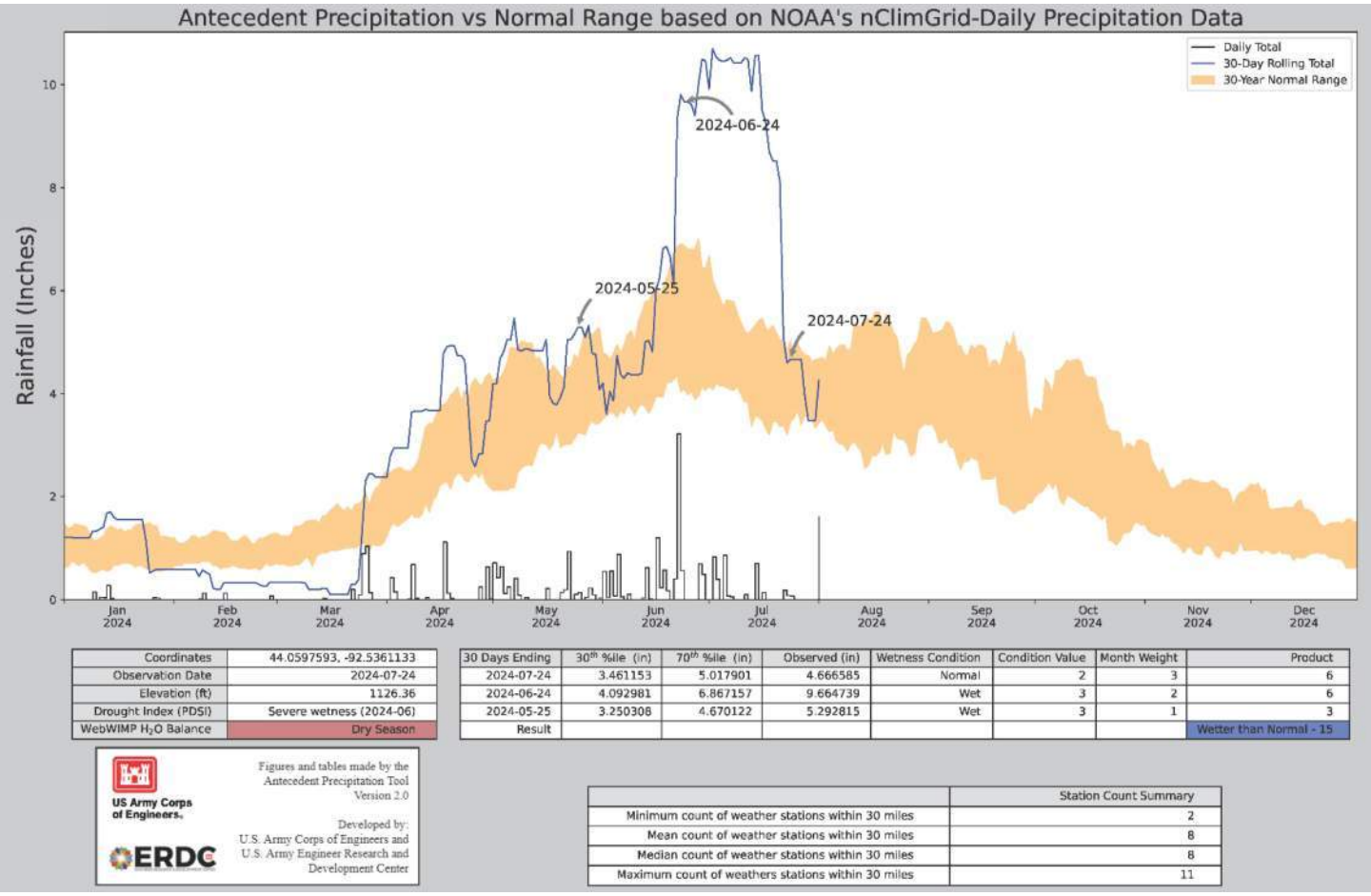


Figure 3-1. Antecedent Precipitation Data, July 24th, 2024

3.3 HISTORIC AERIAL IMAGERY ANALYSIS

A historic aerial review was conducted to examine two suspect areas (Areas A and B) in the agricultural field. The areas were determined using LiDAR 2FT contours and analyzing wet signature patterns in historic aerial images. The Army Corps of Engineers St. Paul and the Board of Water and Soil Resources Guidance for Offsite Hydrology/Wetland Determinations was used to analyze the historical aerial images and their corresponding antecedent precipitation conditions.

A total of six aerial images from Google Earth and MnGeo ranging from 2016 to 2024 were reviewed. Five of the images occurred during normal antecedent precipitation conditions. Below is a summary of each suspect area:

- **Area A:** Area A exhibited wet signatures in 40% of the images with normal antecedent precipitation. This area does not overlap hydric soils or a mapped NWI/PWI feature. This area was delineated in the field and a sample point, SP-02-UPL, was taken in the field to document field conditions. The field work was conducted during wet antecedent precipitation conditions; however, the site did not show any

signs of hydrology in the field except geomorphic position (D2). There was no crop stress or drowned out areas shown in the field here even during wetter than normal conditions. Additionally, the soil did not meet a hydric soil indicator.

- **Area B:** Area B exhibited wet signatures in 60% of the images with normal antecedent precipitation. This area did not overlap hydric soils or a mapped NWI/PWI feature. This area met two additional hydrology criteria in the field, Stunted or Stressed Plants (D1) and Geomorphic Position (D2). Although a hydric soil indicator was not met, there was presence of redox below sixteen inches of the soil profile which is just below the average plow zone depth for an agriculture field. Therefore, this area was delineated as Wetland 2 and sample point SP-01-WET is associated with it.

See **Appendix E** for decision matrix table, aerial imagery, and antecedent precipitation documentation.

3.4 FIELD SURVEY RESULTS

3.4.1 Wetlands

Two wetlands were delineated within the project site. A summary of the delineated wetlands is provided in Table 3-2 below.

Table 3-2. Wetlands Located Within the Project Site

		Wetland Type				
Wetland ID	Size (ac)[1]	Circular 39	Cowardin	Eggers and Reed	Latitude	Longitude
Wetland 1	0.03	1	PEMAf	Seasonally flooded basin, farmed	44.0597436	-92.5361967
Wetland 2	0.02	1/2	PEMAf/PEMB	Seasonally flooded basin, farmed/Fresh (wet) meadow	44.0581542	- 92.5348278

[1]Approximate size of wetland. Size includes the wetland within the project boundary.

Wetland 1: Wetland 1 is an approximately 0.03 acre farmed seasonally flooded basin located centrally in the project area. Vegetation was drowned out in this wetland, and dominant species were soybean (*Glycine max*) at 10% absolute cover and Canada thistle (*Cirsium arvense*) at 5% absolute cover. The soil consisted of silty clay loam to a depth of 22 inches, and the soil was assumed hydric based on the presence of hydrology. Hydrology was met with the secondary indicators of saturation visible on aerial imagery (C9), stunted or stressed plants (D1), and geomorphic position (D2). Since this wetland occurs in an agriculture field, it was easier to determine the upland/wetland boundary using a combination of aerial imagery and current field condition data. Therefore, only one sample point was taken here to gather the relevant wetland information. This wetland does not overlap mapped hydric soil, an NWI, or a PWI area.

Wetland 2: Wetland 2 is an approximately 0.02 acre farmed seasonally flooded basin and fresh (wet) meadow located in the southeastern portion of the project. The wetland is dominated by stinging nettle (*Urtica dioica*), with smaller patches of climbing nightshade (*Solanum dulcamara*) and Canada thistle (*Cirsium arvense*). The eastern border of the wetland has sparse soybeans (*Glycine max*). The soil consisted of loam and silt loam to a depth of 20 inches, and the soil was assumed to be hydric based on the present of hydrology and hydric vegetation. Hydrology was met with the two secondary indicators of Geomorphic Position (D2) and the FAC-

Neutral test (D5). This wetland does not overlap mapped hydric soil, an NWI, or a PWI area. The wetland boundary determined in the field overlaps an unmowed and uncropped area visible on aerial imagery. The wetland boundary does not completely match the edge of the unmowed area. Based on the field conditions from the July 2024 site visit, it appears that some upland area (indicated by the presence of smooth brome, a facultative upland species) is included in the unmowed area of vegetation. Topography and the change from upland to hydrophytic vegetation was used to determine the wetland boundary in the field.

Upland Areas:

The upland areas of the site consisted mainly of maintained lawn and soybeans (*Glycine max*). There was a small, forested area at the southern border of the site. The upland areas were distinguishable from the wetland due to a topographic break in landscape and a vegetation change to non-hydrophytic vegetation.

A sample point (SP-04-UPL) was taken in a drainage swale to confirm it was not a wetland. The dominant species in the swale was smooth brome (*Bromus inermis*), a facultative upland species. The sample point did not meet hydrology or hydric soil indicators. Because the sample point did not meet any of the wetland criteria, it was determined that the swale was not a wetland.

4. Conclusions

The field delineation conducted by Alliant Engineering identified two wetlands within the project site. On behalf of the client, Alliant Engineering requests the Olmsted County SWCD as the WCA LGU, and the USACE to review and process this report and the enclosed Joint Application Form (**Appendix A**) for the project site located in the Cascade Township, Olmsted County, MN. Please consider this report a formal Wetland Boundary and Type Determination request pursuant to Minn. Rules 8420.0405.

The final regulatory authority of these wetlands is determined by the USACE and the WCA LGU based on their understanding of the wetland determinations made in this report.

5. References

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Appendix A

JOINT APPLICATION FORM

ALLIANT

PART ONE: Applicant Information

If applicant is an entity (company, government entity, partnership, etc.), an authorized contact person must be identified. If the applicant is using an agent (consultant, lawyer, or other third party) and has authorized them to act on their behalf, the agent's contact information must also be provided.

Applicant/Landowner Name: Kuehl, LLC - Matt Kuehl
Mailing Address: 4815 Valleyhigh Road NW, Rochester, MN 55901
Phone: 507-990-4780
E-mail Address: mprkuehl@gmail.com

Authorized Contact (do not complete if same as above): West 34 Partners, LLC, Jeff Brown
Mailing Address: 2705 HWY 14, Rochester, MN 55901
Phone: 952-607-7886
E-mail Address: jbrown@northrockre.com

Agent Name: Keara Fehr
Mailing Address: 733 Marquette Ave, Suite 700, Minneapolis, MN 55402
Phone: 612-718-6880
E-mail Address: kfehr@alliant-inc.com

PART TWO: Site Location Information

County: Olmsted **City/Township:** Cascade Township
Parcel ID and/or Address: 742023082377
Legal Description (Section, Township, Range): Section 20, Township 107, Range 14
Lat/Long (decimal degrees): 44.05963422, -92.536210
Attach a map showing the location of the site in relation to local streets, roads, highways.
Approximate size of site (acres) or if a linear project, length (feet): 32.9 acres

If you know that your proposal will require an individual Permit from the U.S. Army Corps of Engineers, you must provide the names and addresses of all property owners adjacent to the project site. This information may be provided by attaching a list to your application or by using block 25 of the Application for Department of the Army permit which can be obtained at:

http://www.mvp.usace.army.mil/Portals/57/docs/regulatory/RegulatoryDocs/engform_4345_2012oct.pdf

PART FIVE: Applicant Signature

☐ Check here if you are requesting a pre-application consultation with the Corps and LGU based on the information you have provided. Regulatory entities will not initiate a formal application review if this box is checked.

By signature below, I attest that the information in this application is complete and accurate. I further attest that I possess the authority to undertake the work described herein.

Signature: SEE NEXT PAGE FOR SIGNED DOCUMENT Date:

I hereby authorize Alliant Engineering to act on my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this application.

PART FIVE: Applicant Signature

f you are requesting a pre-application consultation with the Corps and LGU based on the information you have atory entities will not initiate a formal application review if this box is checked.

ow, I attest that the information in this application is complete and accurate. I further attest that I possess the ertake the work described herein.

Matthew P Kuehl Date: 9-10-24

rize Alliant Engineering to act on my behalf as my agent in the processing of this application and to furnish, upon request, supplemental information in support of this application.

Project Name and/or Number: Kuehl Property

Attachment A
Request for Delineation Review, Wetland Type Determination, or Jurisdictional Determination

By submission of the enclosed wetland delineation report, I am requesting that the U.S. Army Corps of Engineers, St. Paul District (Corps) and/or the Wetland Conservation Act Local Government Unit (LGU) provide me with the following (check all that apply):

☒ **Wetland Type Confirmation**

☒ **Delineation Concurrence**. Concurrence with a delineation is a written notification from the Corps and a decision from the LGU concurring, not concurring, or commenting on the boundaries of the aquatic resources delineated on the property. Delineation concurrences are generally valid for five years unless site conditions change. Under this request alone, the Corps will not address the jurisdictional status of the aquatic resources on the property, only the boundaries of the resources within the review area (including wetlands, tributaries, lakes, etc.).

☐ **Preliminary Jurisdictional Determination**. A preliminary jurisdictional determination (PJD) is a non-binding written indication from the Corps that waters, including wetlands, identified on a parcel may be waters of the United States. For purposes of computation of impacts and compensatory mitigation requirements, a permit decision made on the basis of a PJD will treat all waters and wetlands in the review area as if they are jurisdictional waters of the U.S. PJDs are advisory in nature and may not be appealed.

☐ **Approved Jurisdictional Determination**. An approved jurisdictional determination (AJD) is an official Corps determination that jurisdictional waters of the United States are either present or absent on the property. AJDs can generally be relied upon by the affected party for five years. An AJD may be appealed through the Corps administrative appeal process.

In order for the Corps and LGU to process your request, the wetland delineation must be prepared in accordance with the 1987 Corps of Engineers Wetland Delineation Manual, any approved Regional Supplements to the 1987 Manual, and the *Guidelines for Submitting Wetland Delineations in Minnesota* (2013).
http://www.mvp.usace.army.mil/Missions/Regulatory/DelineationJDGuidance.aspx

Appendix B

FIGURES

ALLIANT



Legend

Study Area

Kuehl Property

Figure 1

Project Location

N

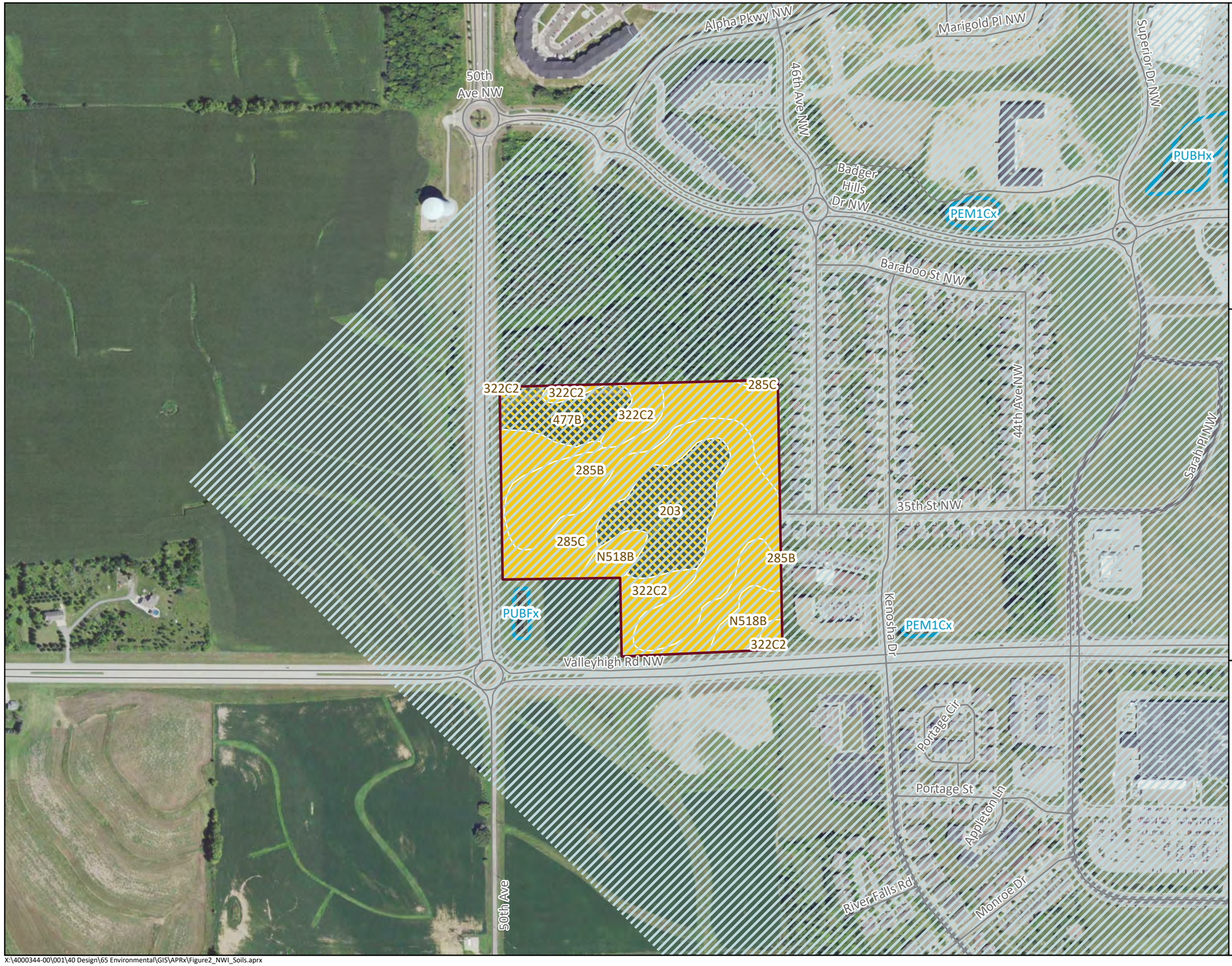
0 0.2 0.4 Miles

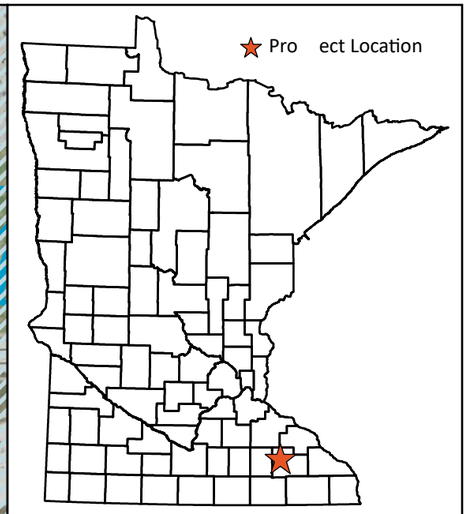
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Legend

- Study Area
- National Wetland Inventory

Hydric Soil Rating

- Nonhydric
- Predominantly Nonhydric

Kuehl Property

Figure 2

National Wetland Inventory and Olmsted County Soils

N

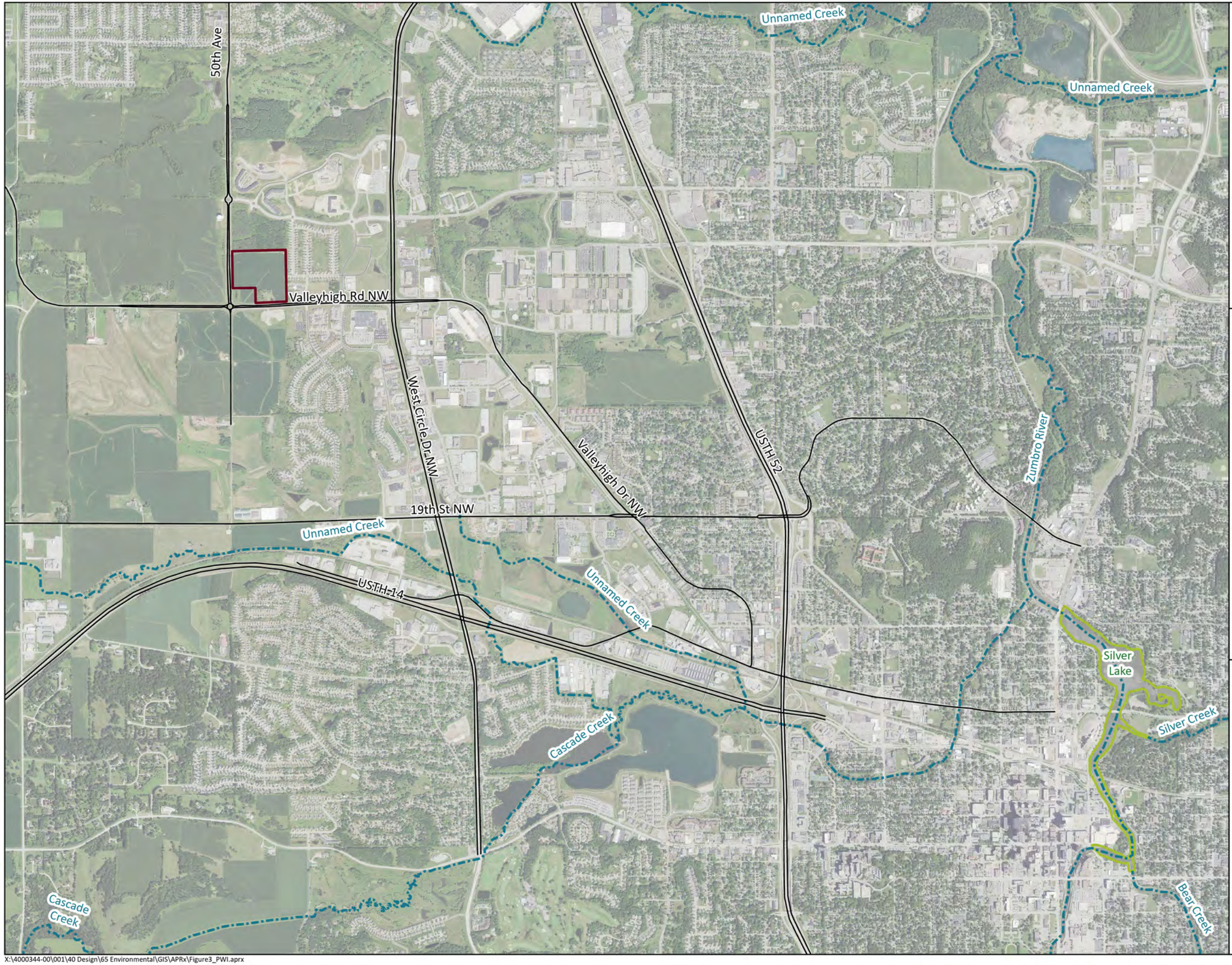
0 0.1 Miles

Source: MnGEO WMS, Statewide, 2021 FSA Color

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Legend

- DNR Public Waters- Watercourses
- DNR Public Waters- Basins
- Study Area

Kuehl Property

Figure 3

DNR Public Waters Inventory

N

0 0.2 0.4 Miles

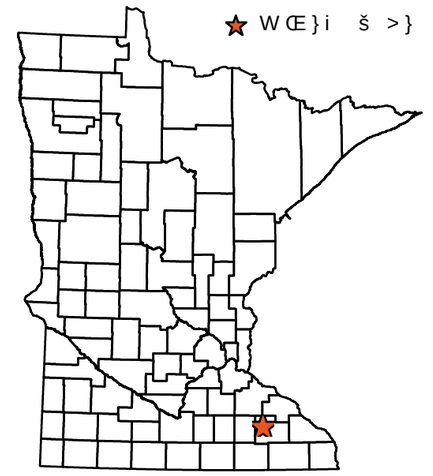
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Appendix C

WETLAND DETERMINATION FORMS

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WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site: Kuehl Property | City/County: Olmsted | Sampling Date: 07/24/24
Applicant/Owner: West 80 Properties LLC, Jeff Brown | State: MN | Sampling Point: SP-01-WET
Investigator(s): Martha Burket, Karina Hanson | Section, Township, Range: S20 T107N R14W
Landform (hillslope, terrace, etc.): Backslope | Local relief (concave, convex, none): None
Slope (%): 5 | Lat: 44.0596777°N | Long: 92.5361650°W | Datum: NAD83
Soil Map Unit Name: Joy silt loam, 1 to 4 percent slopes | NWI Classification: None
Are climatic/hydrologic conditions of the site typical for this time of the year? Y (If no, explain in remarks)
Are vegetation ____, soil ____, or hydrology ____ significantly disturbed? Are "normal circumstances" present? Yes
Are vegetation ____, soil ____, or hydrology ____ naturally problematic? (If needed, explain any answers in remarks.)

SUMMARY OF FINDINGS

Hydrophytic vegetation present?	N
Hydric soil present?	Y
Indicators of wetland hydrology present?	Y
Is the sampled area within a wetland?	Y
If yes, optional wetland site ID:	

Remarks: (Explain alternative procedures here or in a separate report.)

Wetland 1

VEGETATION -- Use scientific names of plants.

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species	Indicator Staus
1			
2			
3			
4			
5			
	0	= Total Cover	

Sapling/Shrub stratum (Plot size: 15')			
1			
2			
3			
4			
5			
	0	= Total Cover	

Herb stratum (Plot size: 5')			
1 *Glycine max*	10	Y	UPL
2 *Cirsium discolor*	5	Y	FACU
3			
4			
5			
6			
7			
8			
9			
10			
	15	= Total Cover	

Woody vine stratum (Plot size: 30')			
1			
2			
	0	= Total Cover	

Dominance Test Worksheet

Number of Dominant Species that are OBL, FACW, or FAC: 0 (A)
Total Number of Dominant Species Across all Strata: 2 (B)
Percent of Dominant Species that are OBL, FACW, or FAC: 0.00% (A/B)

Prevalence Index Worksheet

Total % Cover of:

OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	0	x 3 =	0
FACU species	5	x 4 =	20
UPL species	10	x 5 =	50
Column totals	15 (A)		70 (B)

Prevalence Index = B/A = 4.67

Hydrophytic Vegetation Indicators:

___ Rapid test for hydrophytic vegetation
___ Dominance test is >50%
___ Prevalence index is ≤3.0*
___ Morphogical adaptations* (provide supporting data in Remarks or on a separate sheet)
___ Problematic hydrophytic vegetation* (explain)

*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic vegetation present? N

Remarks: (Include photo numbers here or on a separate sheet)

SOIL

Sampling Point: SP-01-WET

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type*	Loc**	Texture	Remarks
0-16	10YR 2/1	100					Silty Clay Loam	
16-22	10YR 3/1	98	7.5YR 6/8	2	C	M	Silty Clay Loam	

*Type: C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains. **Location: PL = Pore Lining, M = Matrix

Hydric Soil Indicators:

- ___ Histisol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils:

- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ Dark Surface (S7) (**LRR K, L)**
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (explain in remarks)

*Indicators of hydrophytic vegetation and weltand hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):
Type: _____
Depth (inches): _____

Hydric soil present? Y

Remarks:
Assume hydric soil based on presence of hydrology.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- X Saturation Visible on Aerial Imagery (C9)
- X Stunted or Stressed Plants (D1)
- X Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface water present?	Yes	___	No	X	Depth (inches): ___
Water table present?	Yes	___	No	X	Depth (inches): ___
Saturation present? (includes capillary fringe)	Yes	___	No	X	Depth (inches): ___

Indicators of wetland hydrology present? Y

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:
Soil was not saturated but was darker than surrounding soils, indicating it was likely recently saturated.

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site: Kuehl Property | City/County: Olmsted County | Sampling Date: 7/24/24
Applicant/Owner: West 80 Properties LLC, Jeff Brown | State: MN | Sampling Point: SP-02-UPL
Investigator(s): Martha Burket, Karina Hanson | Section, Township, Range: S20 T107N R14W
Landform (hillslope, terrace, etc.): Footslope | Local relief (concave, convex, none): Depression
Slope (%): 2 | Lat: 44.0602422°N | Long: 92.5383479°W | Datum: NAD83
Soil Map Unit Name: Port Byron silt loam, 6 to 12 percent slopes, moderately eroded | NWI Classification: None
Are climatic/hydrologic conditions of the site typical for this time of the year? Y (If no, explain in remarks)
Are vegetation ____, soil ____, or hydrology ____ significantly disturbed? Are "normal circumstances" present? Yes
Are vegetation ____, soil ____, or hydrology ____ naturally problematic? (If needed, explain any answers in remarks.)

SUMMARY OF FINDINGS

Hydrophytic vegetation present?	N
Hydric soil present?	N
Indicators of wetland hydrology present?	N

Is the sampled area within a wetland? N
If yes, optional wetland site ID:

Remarks: (Explain alternative procedures here or in a separate report.)

VEGETATION -- Use scientific names of plants.

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species	Indicator Staus
1			
2			
3			
4			
5			
	0	= Total Cover	

Sapling/Shrub stratum (Plot size: 15')			
1			
2			
3			
4			
5			
	0	= Total Cover	

Herb stratum (Plot size: 5')			
1 *Glycine max*	90	Y	UPL
2			
3			
4			
5			
6			
7			
8			
9			
10			
	90	= Total Cover	

Woody vine stratum (Plot size: 30')			
1			
2			
	0	= Total Cover	

Dominance Test Worksheet

Number of Dominant Species that are OBL, FACW, or FAC: 0 (A)
Total Number of Dominant Species Across all Strata: 1 (B)
Percent of Dominant Species that are OBL, FACW, or FAC: 0.00% (A/B)

Prevalence Index Worksheet

Total % Cover of:

OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	0	x 3 =	0
FACU species	0	x 4 =	0
UPL species	90	x 5 =	450
Column totals	90 (A)		450 (B)

Prevalence Index = B/A = 5.00

Hydrophytic Vegetation Indicators:

- ____ Rapid test for hydrophytic vegetation
- ____ Dominance test is >50%
- ____ Prevalence index is ≤3.0*
- ____ Morphogical adaptations* (provide supporting data in Remarks or on a separate sheet)
- ____ Problematic hydrophytic vegetation* (explain)

*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic vegetation present? N

Remarks: (Include photo numbers here or on a separate sheet)

SOIL **Sampling Point:** SP-02-UPL

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type*	Loc**	Texture	Remarks
0-6	10YR 2/2	60					Silt loam	
	10YR 4/4	40						
6-22	10YR 2/2	40					Silty clay loam	
	10YR 4/4	60						

*Type: C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains. **Location: PL = Pore Lining, M = Matrix

Hydric Soil Indicators:

- ___ Histisol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils:

- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ Dark Surface (S7) (**LRR K, L)**
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (explain in remarks)

*Indicators of hydrophytic vegetation and weltand hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):
Type: _____
Depth (inches): _____

Hydric soil present? N

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- X Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface water present?	Yes	___	No	X	Depth (inches): ___
Water table present?	Yes	___	No	X	Depth (inches): ___
Saturation present? (includes capillary fringe)	Yes	___	No	X	Depth (inches): ___

Indicators of wetland hydrology present? N

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site: Kuehl Property | City/County: Olmsted County | Sampling Date: 7/24/24

Applicant/Owner: West 80 Properties LLC, Jeff Brown | State: MN | Sampling Point: SP-03-UPL

Investigator(s): Martha Burket, Karina Hanson | Section, Township, Range: S20 T107N R14W

Landform (hillslope, terrace, etc.): Backslope | Local relief (concave, convex, none): None

Slope (%): 3 | Lat: 44.0581761°N | Long: 92.5348883°W | Datum: NAD83

Soil Map Unit Name: Timula silt loam, 6 to 12 percent slopes, moderately eroded | NWI Classification: None

Are climatic/hydrologic conditions of the site typical for this time of the year? Y (If no, explain in remarks)

Are vegetation ____, soil ____, or hydrology ____ significantly disturbed? Are "normal circumstances" present? Yes

Are vegetation ____, soil ____, or hydrology ____ naturally problematic? (If needed, explain any answers in remarks.)

SUMMARY OF FINDINGS

Hydrophytic vegetation present?	N
Hydric soil present?	N
Indicators of wetland hydrology present?	N

Is the sampled area within a wetland? N

If yes, optional wetland site ID:

Remarks: (Explain alternative procedures here or in a separate report.)

Upland point associated with Wetland 2

VEGETATION -- Use scientific names of plants.

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species	Indicator Staus
1			
2			
3			
4			
5			
	0	= Total Cover	

Sapling/Shrub stratum (Plot size: 15')			
1			
2			
3			
4			
5			
	0	= Total Cover	

Herb stratum (Plot size: 5')			
1 *Poa pratensis*	50	Y	FAC
2 *Bromus inermis*	50	Y	FACU
3 *Cirsium arvense*	3	N	FACU
4			
5			
6			
7			
8			
9			
10			
	103	= Total Cover	

Woody vine stratum (Plot size: 30')			
1			
2			
	0	= Total Cover	

Dominance Test Worksheet

Number of Dominant Species that are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across all Strata: 2 (B)

Percent of Dominant Species that are OBL, FACW, or FAC: 50.00% (A/B)

Prevalence Index Worksheet

Total % Cover of:

OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	50	x 3 =	150
FACU species	53	x 4 =	212
UPL species	0	x 5 =	0
Column totals	103 (A)		362 (B)

Prevalence Index = B/A = 3.51

Hydrophytic Vegetation Indicators:

- ___ Rapid test for hydrophytic vegetation
- ___ Dominance test is >50%
- ___ Prevalence index is ≤3.0*
- ___ Morphogical adaptations* (provide supporting data in Remarks or on a separate sheet)
- ___ Problematic hydrophytic vegetation* (explain)

*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic vegetation present? N

Remarks: (Include photo numbers here or on a separate sheet)

SOIL **Sampling Point:** SP-03-UPL

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type*	Loc**	Texture	Remarks
0-16	10YR 2/2	100					Loam	
16-18	10YR 2/2	98	10YR 4/4	2	C	M	Loam	

*Type: C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains. **Location: PL = Pore Lining, M = Matrix

Hydric Soil Indicators:

- ___ Histisol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils:

- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ Dark Surface (S7) (**LRR K, L)**
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (explain in remarks)

*Indicators of hydrophytic vegetation and weltand hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):
Type: _____
Depth (inches): _____

Hydric soil present? N

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface water present?	Yes	___	No	X	Depth (inches): ___
Water table present?	Yes	___	No	X	Depth (inches): ___
Saturation present? (includes capillary fringe)	Yes	___	No	X	Depth (inches): ___

Indicators of wetland hydrology present? N

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site: Kuehl Property | City/County: Olmsted County | Sampling Date: 07/24/24

Applicant/Owner: West 80 Properties LLC, Jeff Brown | State: MN | Sampling Point: SP-03-WET

Investigator(s): Martha Burket, Karina Hanson | Section, Township, Range: S20 T107N R14W

Landform (hillslope, terrace, etc.): backslope | Local relief (concave, convex, none): None

Slope (%): 4 | Lat: 44.0581717°N | Long: 92.5348682°W | Datum: NAD83

Soil Map Unit Name: Lindstrom silt loam, 2 to 6 percent slopes | NWI Classification: None

Are climatic/hydrologic conditions of the site typical for this time of the year? Y (If no, explain in remarks)

Are vegetation ____, soil ____, or hydrology ____ significantly disturbed? Are "normal circumstances" present? Yes

Are vegetation ____, soil ____, or hydrology ____ naturally problematic? (If needed, explain any answers in remarks.)

SUMMARY OF FINDINGS

Hydrophytic vegetation present?	Y
Hydric soil present?	Y
Indicators of wetland hydrology present?	Y
Is the sampled area within a wetland?	Y
If yes, optional wetland site ID:	

Remarks: (Explain alternative procedures here or in a separate report.)

Wetland point associated with Wetland 2

VEGETATION -- Use scientific names of plants.

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species	Indicator Staus
1			
2			
3			
4			
5			
	0	= Total Cover	

Sapling/Shrub stratum (Plot size: 15')			
1			
2			
3			
4			
5			
	0	= Total Cover	

Herb stratum (Plot size: 5')			
1 *Urtica dioica*	80	Y	FACW
2 *Solanum dulcamara*	20	N	FAC
3 *Cirsium arvense*	10	N	FACU
4			
5			
6			
7			
8			
9			
10			
	110	= Total Cover	

Woody vine stratum (Plot size: 30')			
1			
2			
	0	= Total Cover	

Dominance Test Worksheet

Number of Dominant Species that are OBL, FACW, or FAC: 1 (A)

Total Number of Dominant Species Across all Strata: 1 (B)

Percent of Dominant Species that are OBL, FACW, or FAC: 100.00% (A/B)

Prevalence Index Worksheet

Total % Cover of:

OBL species	0	x 1 =	0
FACW species	80	x 2 =	160
FAC species	20	x 3 =	60
FACU species	10	x 4 =	40
UPL species	0	x 5 =	0
Column totals	110 (A)		260 (B)

Prevalence Index = B/A = 2.36

Hydrophytic Vegetation Indicators:

- ____ Rapid test for hydrophytic vegetation
- X Dominance test is >50%
- X Prevalence index is ≤3.0*
- ____ Morphogical adaptations* (provide supporting data in Remarks or on a separate sheet)
- ____ Problematic hydrophytic vegetation* (explain)

*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic vegetation present? Y

Remarks: (Include photo numbers here or on a separate sheet)

SOIL **Sampling Point:** SP-03-WET

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type*	Loc**	Texture	Remarks
0-12	10YR 3/2	100					Loam	
12-18	10YR 3/2	60					Loam	
	10YR 4/4	40						
18-20	10YR 2/1	100					Silt loam	

*Type: C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains. **Location: PL = Pore Lining, M = Matrix

Hydric Soil Indicators:

- ___ Histisol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils:

- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ Dark Surface (S7) (**LRR K, L)**
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (explain in remarks)

*Indicators of hydrophytic vegetation and weltand hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):
Type: _____
Depth (inches): _____

Hydric soil present? Y

Remarks:
Assume hydric soil based on the presence of hydrophytic vegetation and hydrology.

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- X Geomorphic Position (D2)
- X FAC-Neutral Test (D5)

Field Observations:

Surface water present?	Yes	___	No	X	Depth (inches):	___
Water table present?	Yes	___	No	X	Depth (inches):	___
Saturation present? (includes capillary fringe)	Yes	___	No	X	Depth (inches):	___

Indicators of wetland hydrology present? Y

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:
Puddle present about 6' from sample location at center of wetland.

WETLAND DETERMINATION DATA FORM - Midwest Region

Project/Site: Kuehl Property | City/County: Olmsted County | Sampling Date: 7/24/24

Applicant/Owner: West 80 Properties LLC, Jeff Brown | State: MN | Sampling Point: SP-04-UPL

Investigator(s): Martha Burket, Karina Hanson | Section, Township, Range: S20 T107N R14W

Landform (hillslope, terrace, etc.): Swale | Local relief (concave, convex, none): None

Slope (%): 3 | Lat: 44.0589725°N | Long: 92.5365011°W | Datum: NAD83

Soil Map Unit Name: Lindstrom silt loam, 2 to 6 percent slopes | NWI Classification: None

Are climatic/hydrologic conditions of the site typical for this time of the year? Y (If no, explain in remarks)

Are vegetation ____, soil ____, or hydrology ____ significantly disturbed? Are "normal circumstances" present? Yes

Are vegetation ____, soil ____, or hydrology ____ naturally problematic? (If needed, explain any answers in remarks.)

SUMMARY OF FINDINGS

Hydrophytic vegetation present?	N
Hydric soil present?	N
Indicators of wetland hydrology present?	N

Is the sampled area within a wetland? N

If yes, optional wetland site ID: ____

Remarks: (Explain alternative procedures here or in a separate report.)

VEGETATION -- Use scientific names of plants.

Tree Stratum (Plot size: 30')	Absolute % Cover	Dominant Species	Indicator Staus
1			
2			
3			
4			
5			
	0	= Total Cover	

Sapling/Shrub stratum (Plot size: 15')			
1			
2			
3			
4			
5			
	0	= Total Cover	

Herb stratum (Plot size: 5')			
1 *Bromus inermis*	50	Y	FACU
2 *Asclepias syriaca*	10	N	FACU
3 *Rubus occidentalis*	10	N	UPL
4 *Pastinaca sativa*	5	N	UPL
5 *Cirsium vulgare*	1	N	FACU
6			
7			
8			
9			
10			
	76	= Total Cover	

Woody vine stratum (Plot size: 30')			
1			
2			
	0	= Total Cover	

Dominance Test Worksheet

Number of Dominant Species that are OBL, FACW, or FAC: 0 (A)

Total Number of Dominant Species Across all Strata: 1 (B)

Percent of Dominant Species that are OBL, FACW, or FAC: 0.00% (A/B)

Prevalence Index Worksheet

Total % Cover of:

OBL species	0	x 1 =	0
FACW species	0	x 2 =	0
FAC species	0	x 3 =	0
FACU species	61	x 4 =	244
UPL species	15	x 5 =	75
Column totals	76 (A)		319 (B)

Prevalence Index = B/A = 4.20

Hydrophytic Vegetation Indicators:

- ____ Rapid test for hydrophytic vegetation
- ____ Dominance test is >50%
- ____ Prevalence index is ≤3.0*
- ____ Morphogical adaptations* (provide supporting data in Remarks or on a separate sheet)
- ____ Problematic hydrophytic vegetation* (explain)

*Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic

Hydrophytic vegetation present? N

Remarks: (Include photo numbers here or on a separate sheet)

SOIL **Sampling Point:** SP-04-UPL

Profile Description: (Describe to the depth needed to document the indicator or confirm the absence of indicators.)

Depth (Inches)	Matrix Color (moist)	%	Redox Features Color (moist)	%	Type*	Loc**	Texture	Remarks
0-20	10YR 2/2	100					Loam	

*Type: C = Concentration, D = Depletion, RM = Reduced Matrix, MS = Masked Sand Grains. **Location: PL = Pore Lining, M = Matrix

Hydric Soil Indicators:

- ___ Histisol (A1)
- ___ Histic Epipedon (A2)
- ___ Black Histic (A3)
- ___ Hydrogen Sulfide (A4)
- ___ Stratified Layers (A5)
- ___ 2 cm Muck (A10)
- ___ Depleted Below Dark Surface (A11)
- ___ Thick Dark Surface (A12)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Loamy Mucky Mineral (F1)
- ___ Loamy Gleyed Matrix (F2)
- ___ Depleted Matrix (F3)
- ___ Redox Dark Surface (F6)
- ___ Depleted Dark Surface (F7)
- ___ Redox Depressions (F8)

Indicators for Problematic Hydric Soils:

- ___ Coast Prairie Redox (A16) (**LRR K, L, R**)
- ___ Dark Surface (S7) (**LRR K, L)**
- ___ Iron-Manganese Masses (F12) (**LRR K, L, R**)
- ___ Very Shallow Dark Surface (TF12)
- ___ Other (explain in remarks)

*Indicators of hydrophytic vegetation and weltand hydrology must be present, unless disturbed or problematic

Restrictive Layer (if observed):
Type: _____
Depth (inches): _____

Hydric soil present? N

Remarks:

HYDROLOGY

Wetland Hydrology Indicators:

Primary Indicators (minimum of one is required; check all that apply)

- ___ Surface Water (A1)
- ___ High Water Table (A2)
- ___ Saturation (A3)
- ___ Water Marks (B1)
- ___ Sediment Deposits (B2)
- ___ Drift Deposits (B3)
- ___ Algal Mat or Crust (B4)
- ___ Iron Deposits (B5)
- ___ Inundation Visible on Aerial Imagery (B7)
- ___ Sparsely Vegetated Concave Surface (B8)
- ___ Water-Stained Leaves (B9)
- ___ Aquatic Fauna (B13)
- ___ True Aquatic Plants (B14)
- ___ Hydrogen Sulfide Odor (C1)
- ___ Oxidized Rhizospheres on Living Roots (C3)
- ___ Presence of Reduced Iron (C4)
- ___ Recent Iron Reduction in Tilled Soils (C6)
- ___ Thin Muck Surface (C7)
- ___ Gauge or Well Data (D9)
- ___ Other (Explain in Remarks)

Secondary Indicators (minimum of two required)

- ___ Surface Soil Cracks (B6)
- ___ Drainage Patterns (B10)
- ___ Dry-Season Water Table (C2)
- ___ Crayfish Burrows (C8)
- ___ Saturation Visible on Aerial Imagery (C9)
- ___ Stunted or Stressed Plants (D1)
- ___ Geomorphic Position (D2)
- ___ FAC-Neutral Test (D5)

Field Observations:

Surface water present?	Yes	___	No	X	Depth (inches): ___
Water table present?	Yes	___	No	X	Depth (inches): ___
Saturation present? (includes capillary fringe)	Yes	___	No	X	Depth (inches): ___

Indicators of wetland hydrology present? N

Describe recorded data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Appendix D

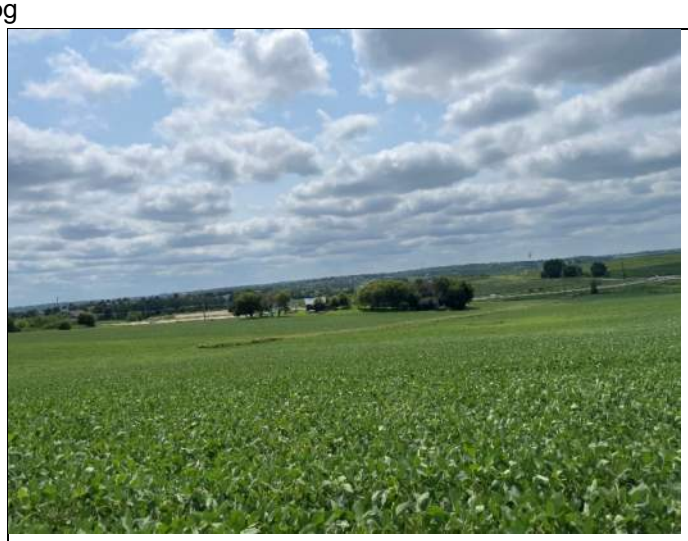
PHOTO LOG

ALLIANT

	**Kuehl Property** **7/24/24** **Photo 1.** Area near Wetland 1 facing east. Sample point SP-01-WET was taken in Wetland 1.
	**Kuehl Property** **7/24/24** **Photo 2.** Area near SP-02-UPL facing northwest. Conditions in photo are similar to the conditions where sample point SP-02-UPL was taken.

	**Kuehl Property** **7/24/24** **Photo 3.** Wetland 2 facing east. Area near where upland sample point SP-03-UPL was taken.
	**Kuehl Property** **7/24/24** **Photo 4.** Wetland 2 facing east. Area near where wetland sample point SP-03-WET was taken.

	**Kuehl Property** **7/24/24** **Photo 5.** Wetland 2 facing north. Wetland includes both unmowed edge of residential lawn and agricultural area with stunted vegetation.
	**Kuehl Property** **7/24/24** **Photo 6.** The swale where upland sample point SP-04-UPL was taken. Photo taken facing southwest.

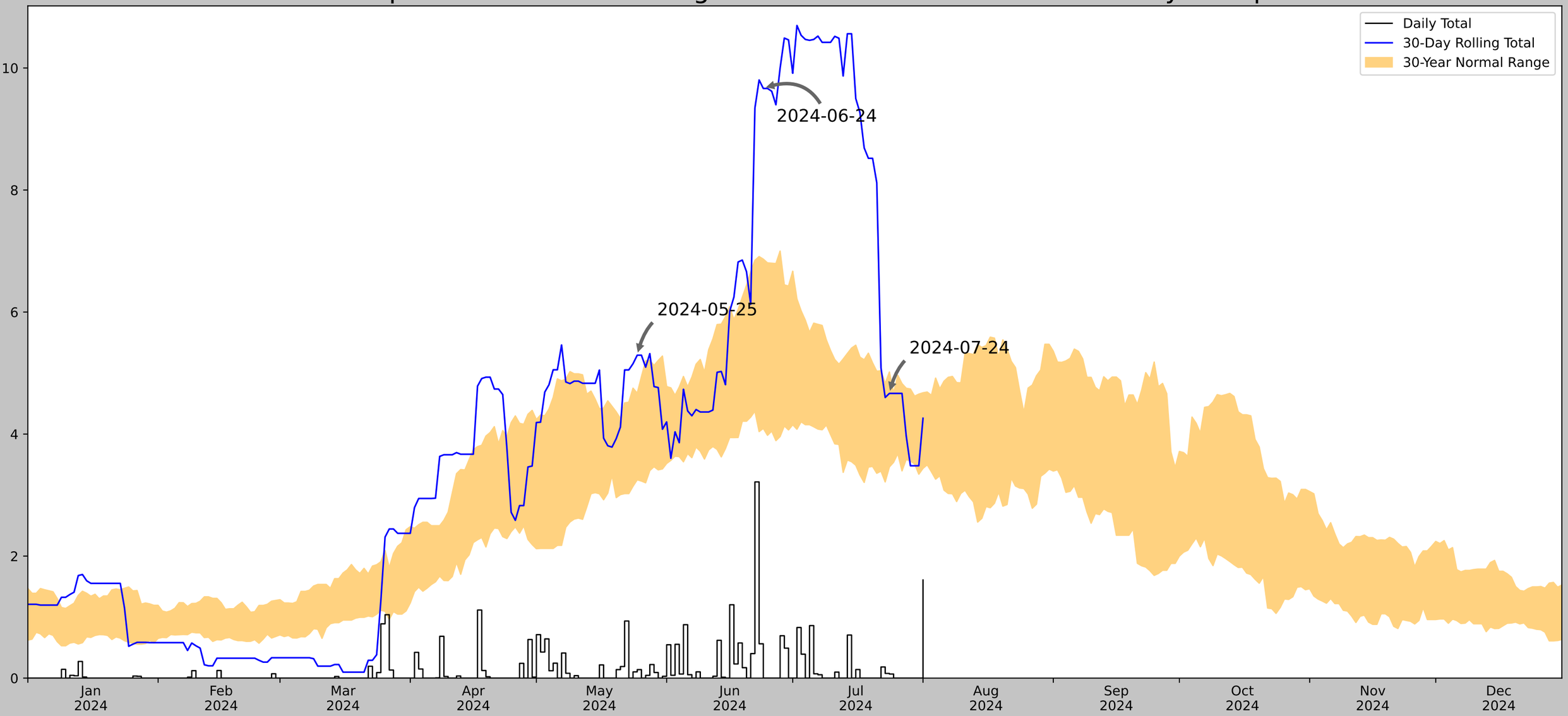
	**Kuehl Property** **7/24/24** **Photo 7.** Typical upland agricultural conditions across the site. Photo taken facing south.

Appendix E

ANTECEDENT PRECIPITATION CONDITIONS

ALLIANT

Antecedent Precipitation vs Normal Range based on NOAA's nClimGrid-Daily Precipitation Data



Coordinates	44.0597593, -92.5361133
Observation Date	2024-07-24
Elevation (ft)	1126.36
Drought Index (PDSI)	Severe wetness (2024-06)
WebWIMP H_2O Balance	Dry Season

30 Days Ending	30^{th} %ile (in)	70^{th} %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2024-07-24	3.461153	5.017901	4.666585	Normal	2	3	6
2024-06-24	4.092981	6.867157	9.664739	Wet	3	2	6
2024-05-25	3.250308	4.670122	5.292815	Wet	3	1	3
Result							Wetter than Normal - 15

US Army Corps of Engineers

ERDC

Figures and tables made by the Antecedent Precipitation Tool Version 2.0

Developed by: U.S. Army Corps of Engineers and U.S. Army Engineer Research and Development Center

	Station Count Summary
Minimum count of weather stations within 30 miles	2
Mean count of weather stations within 30 miles	8
Median count of weather stations within 30 miles	8
Maximum count of weathers stations within 30 miles	11

Appendix F

HISTORIC AERIAL REVIEW

ALLIANT

Wetland Determination from Aerial Imagery - Recording Form

Date Image Taken (M-D-Y)	Image Source	Climate Condition (wet, dry, normal)	Image Interpretation	
			Area: A	Area: B
4/19/2024	Google Earth	Normal	NV	SS
6/20/2022	Google Earth	Wet	NSS	NSS
8/18/2021	MnGeo FSA	Normal	NV	NV
9/24/2019	MnGeo FSA	Normal	NC/CS	NC
8/18/2017	MnGeo FSA	Normal	NV	NV
5/18/2016	Google Earth	Normal	SS	SS
Normal Climate Conditions			**Area: A**	**Area: B**
Number of normal precipitation conditions			5	5
Number with wet signatures			2	3
Percent with wet signatures			**40.0%**	**60.0%**

Decision Matrix Table					
Area	**Hydric Soils Present**	**Identified on NWI or other wetland map**	**Percent with wet signatures from Exhibit 1**	**Wetland?***	**Notes**
A	No	No	40%	No	No hydrophytic vegetation, hydric soil, or wetland hydrology in field except for geomorphic position (D2).
B	No	No	60%	Yes	Wetland 1
Table from the Guidance for Offsite Hydrology/Wetland Determinations.					

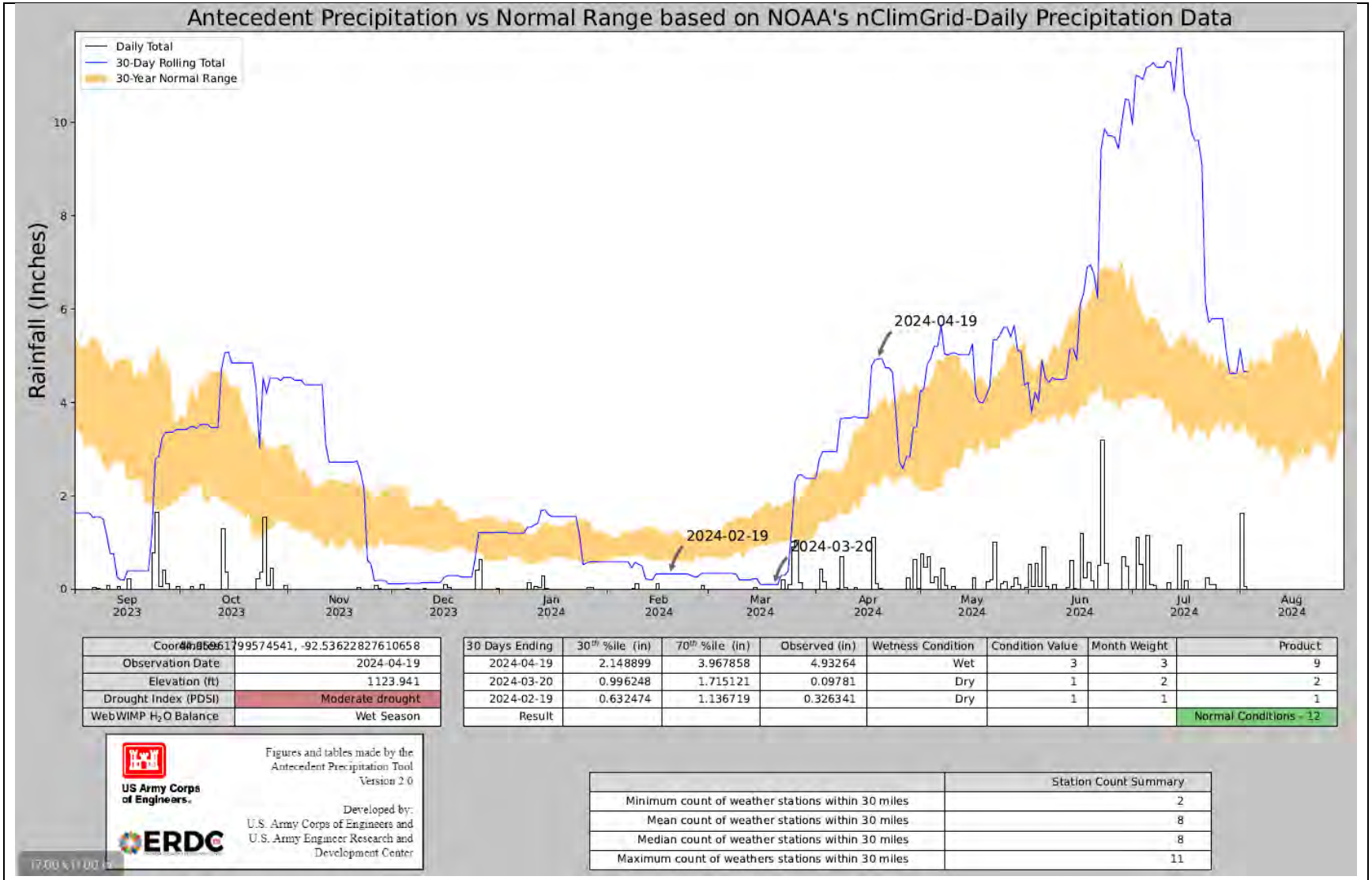
Aerial Imagery

	Google Earth 2024 04/19/2024 *Date from Google Earth Normal Precipitation
	Google Earth 2022 06/20/2022 *Date from Google Earth Wet Precipitation

	MnGeo FSA 2021 8/18/2021 *estimate based on MnGeo data stating photo taken during summer-fall Normal Precipitation
	MnGeo FSA 2019 9/24/2019 Normal Precipitation

	MnGeo FSA 2017 8/18/2017 *estimate based on MnGeo data stating photo taken during summer-fall Normal Precipitation
	Google Earth 2016 05/18/2016 *Date from Google Earth Normal Precipitation

Antecedent Precipitation



Coordinates	41.85261799574541, -92.53622827610658
Observation Date	2024-04-19
Elevation (ft)	1123.941
Drought Index (PDSI)	Moderate drought
WebWIMP H_2O Balance	Wet Season

30 Days Ending	30th %ile (in)	70th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2024-04-19	2.148899	3.967858	4.93264	Wet	3	3	9
2024-03-20	0.996248	1.715121	0.09781	Dry	1	2	2
2024-02-19	0.632474	1.136719	0.326341	Dry	1	1	1
Result							Normal Conditions - 12

US Army Corps of Engineers.

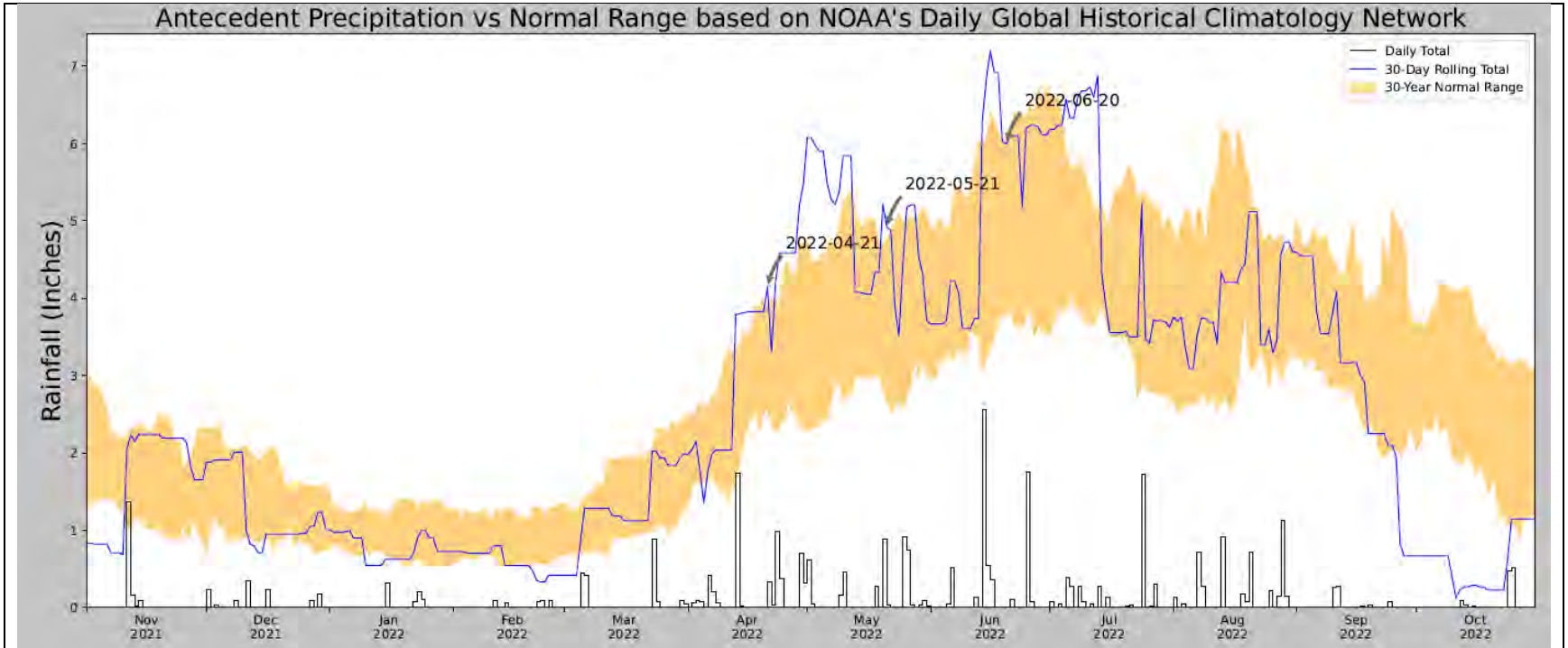
ERDC

Figures and tables made by the Antecedent Precipitation Tool Version 2.0

Developed by: U.S. Army Corps of Engineers and U.S. Army Engineer Research and Development Center

	Station Count Summary
Minimum count of weather stations within 30 miles	2
Mean count of weather stations within 30 miles	8
Median count of weather stations within 30 miles	8
Maximum count of weathers stations within 30 miles	11

4/19/24



Coordinates	44.0597281, -92.536236
Observation Date	2022-06-20
Elevation (ft)	1126.257
Drought Index (PDSI)	Incipient wetness
WebWIMP H_2O Balance	Dry Season

30 Days Ending	30th %ile (in)	70th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2022-06-20	3.779134	6.028347	5.992126	Normal	2	3	6
2022-05-21	2.707874	4.76378	4.913386	Wet	3	2	6
2022-04-21	2.598032	3.867717	4.149606	Wet	3	1	3
Result							Wetter than Normal: 15

US Army Corps of Engineers.

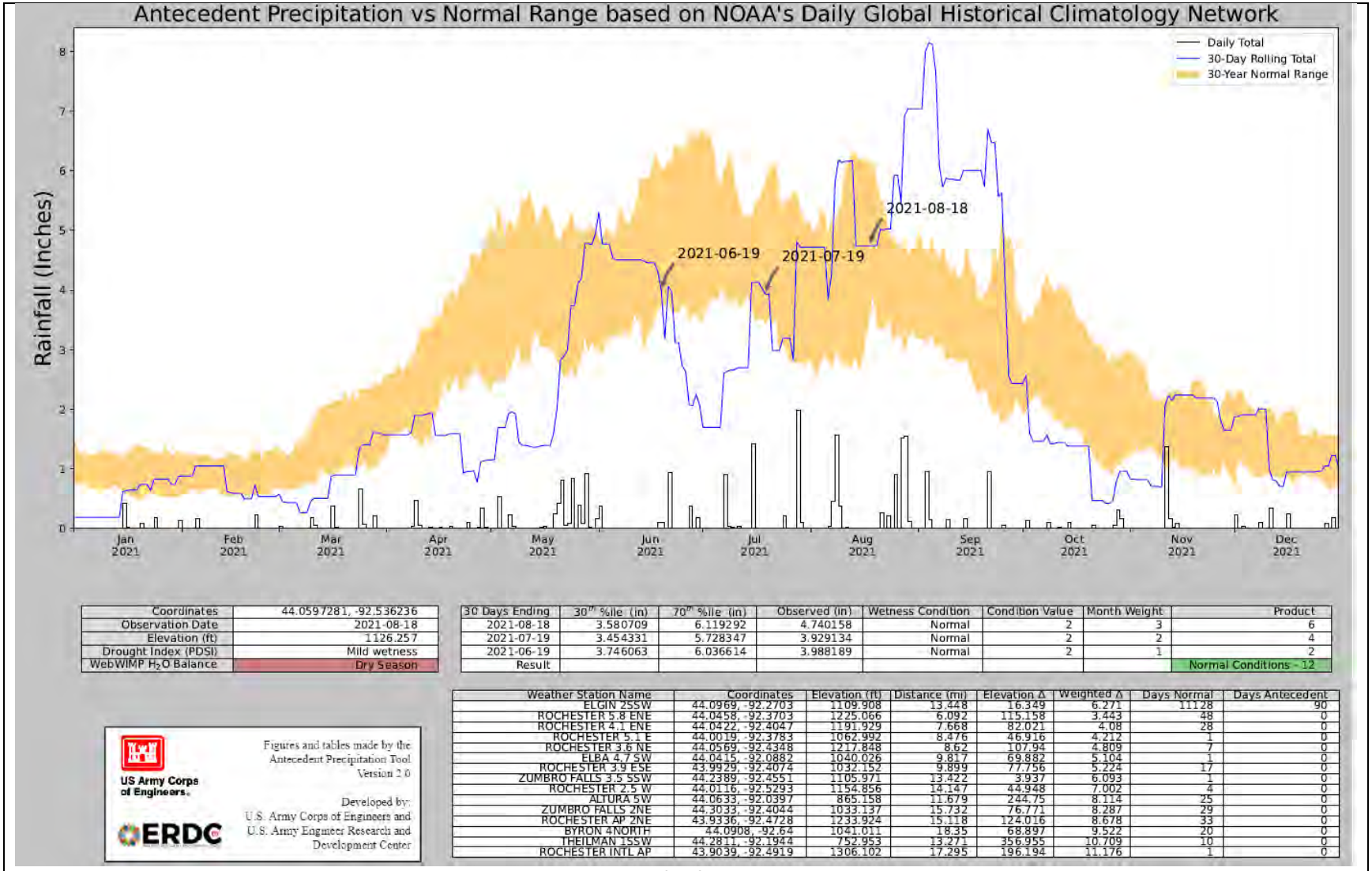
ERDC

Figures and tables made by the Antecedent Precipitation Tool Version 2.0

Developed by: U.S. Army Corps of Engineers and U.S. Army Engineer Research and Development Center

Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
ELGIN 2SSW	44.0969, -92.2703	1109.908	13.448	16.349	6.271	11128	90
ROCHESTER 5.8 ENE	44.0458, -92.3703	1225.066	6.092	115.158	3.443	48	0
ROCHESTER 4.1 ENE	44.0422, -92.4047	1191.929	7.668	82.021	4.08	28	0
ROCHESTER 5.1 E	44.0019, -92.3783	1062.992	8.476	46.916	4.212	1	0
ROCHESTER 3.6 NE	44.0569, -92.4348	1217.848	8.62	107.94	4.809	7	0
ELBA 4.7 SW	44.0415, -92.0882	1040.026	9.817	69.882	5.104	1	0
ROCHESTER 3.9 ESE	43.9929, -92.4074	1032.152	9.899	77.756	5.224	17	0
ZUMBRO FALLS 3.5 SSW	44.2389, -92.4551	1105.971	13.422	3.937	6.093	1	0
ROCHESTER 2.5 W	44.0116, -92.5293	1154.856	14.147	44.948	7.002	4	0
ALTURA 5W	44.0633, -92.0397	865.158	11.679	244.75	8.114	25	0
ZUMBRO FALLS 2NE	44.3033, -92.4044	1033.137	15.732	76.771	8.287	29	0
ROCHESTER AP 2NE	43.9336, -92.4728	1233.924	15.118	124.016	8.678	33	0
BYRON 4NORTH	44.0908, -92.64	1041.011	18.35	68.897	9.522	20	0
THEILMAN 1SSW	44.2811, -92.1944	752.953	13.271	356.955	10.709	10	0
ROCHESTER INTL AP	43.9039, -92.4919	1306.102	17.295	196.194	11.176	1	0

6/20/22



Coordinates	44.0597281, -92.536236
Observation Date	2021-08-18
Elevation (ft)	1126.257
Drought Index (PDSI)	Mild wetness
WebWIMP H_2O Balance	Dry Season

30 Days Ending	30th %ile (in)	70th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2021-08-18	3.580709	6.119292	4.740158	Normal	2	3	6
2021-07-19	3.454331	5.728347	3.929134	Normal	2	2	4
2021-06-19	3.746063	6.036614	3.988189	Normal	2	1	2
Result							Normal Conditions - 12

US Army Corps of Engineers.

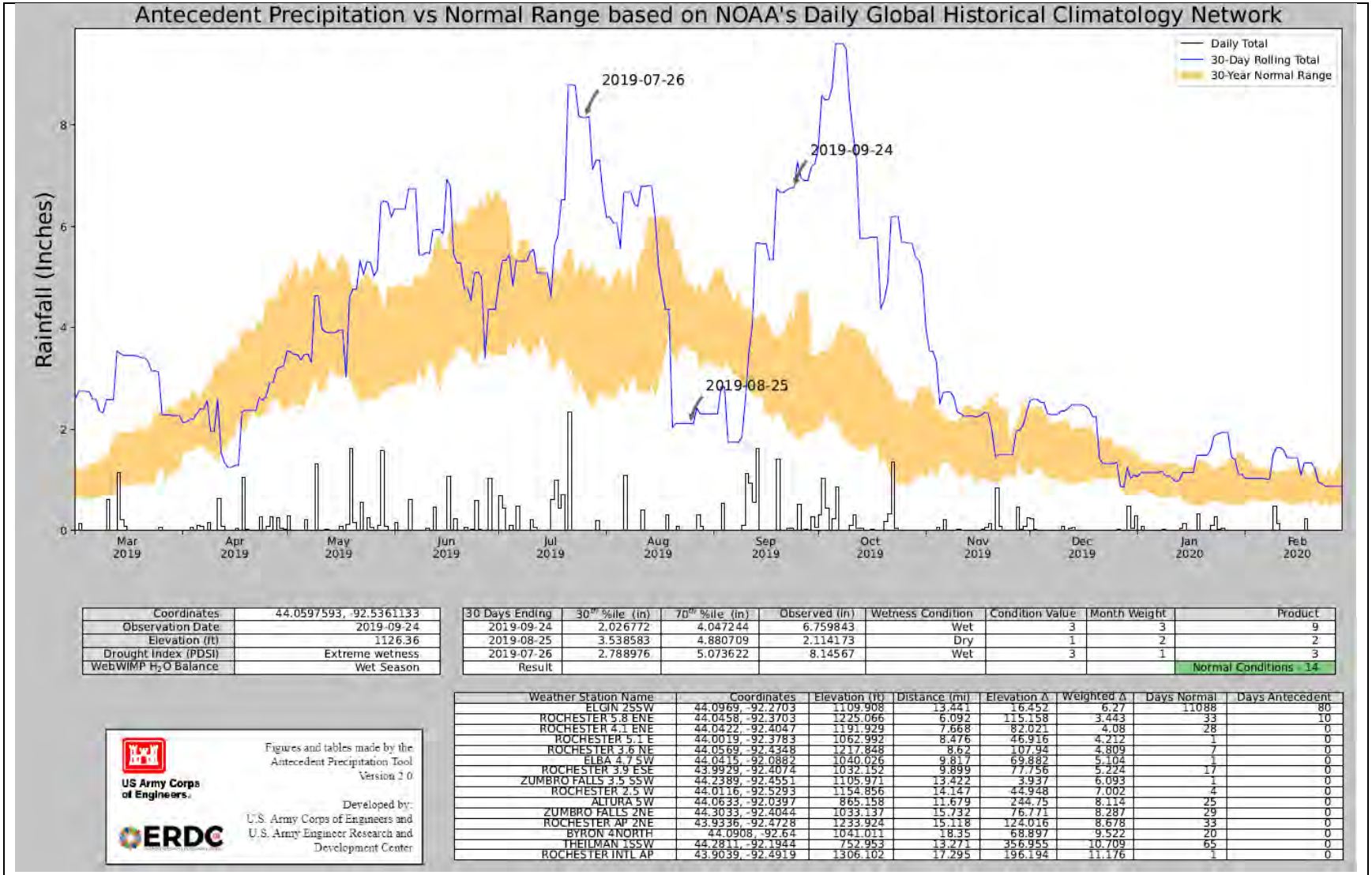
ERDC

Figures and tables made by the Antecedent Precipitation Tool Version 2.0

Developed by: U.S. Army Corps of Engineers and U.S. Army Engineer Research and Development Center

Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
ELGIN 2SSW	44.0969, -92.2703	1109.908	13.448	16.349	6.271	11128	90
ROCHESTER 5.8 ENE	44.0458, -92.3703	1225.066	6.092	115.158	3.443	48	0
ROCHESTER 4.1 ENE	44.0422, -92.4047	1191.929	7.668	82.021	4.08	28	0
ROCHESTER 5.1 E	44.0019, -92.3783	1062.992	8.476	46.916	4.212	1	0
ROCHESTER 3.6 NE	44.0569, -92.4348	1217.848	8.62	107.94	4.809	7	0
ELBA 4.7 SW	44.0415, -92.0882	1040.026	9.817	69.882	5.104	1	0
ROCHESTER 3.9 ESE	43.9929, -92.4074	1032.152	9.899	77.756	5.224	17	0
ZUMBRO FALLS 3.5 SSW	44.2389, -92.4551	1105.971	13.422	3.937	6.093	1	0
ROCHESTER 2.5 W	44.0116, -92.5293	1154.856	14.147	44.948	7.002	4	0
ALTURA 5W	44.0633, -92.0397	865.158	11.679	244.75	8.114	25	0
ZUMBRO FALLS 2NE	44.3033, -92.4044	1033.137	15.732	76.771	8.287	29	0
ROCHESTER AP 2NE	43.9336, -92.4728	1233.924	15.118	124.016	8.678	33	0
BYRON 4NORTH	44.0908, -92.64	1041.011	18.35	68.897	9.522	20	0
THEILMAN 1SSW	44.2811, -92.1944	752.953	13.271	356.955	10.709	10	0
ROCHESTER INTL AP	43.9039, -92.4919	1306.102	17.295	196.194	11.176	1	0

8/18/21



Coordinates	44.0597593, -92.5361133
Observation Date	2019-09-24
Elevation (ft)	1126.36
Drought Index (PDSI)	Extreme wetness
WebWIMP H_2O Balance	Wet Season

30 Days Ending	30th %ile (in)	70th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2019-09-24	2.026772	4.047244	6.759843	Wet	3	3	9
2019-08-25	3.538583	4.880709	2.114173	Dry	1	2	2
2019-07-26	2.788976	5.073622	8.14567	Wet	3	1	3
Result							Normal Conditions - 14

US Army Corps of Engineers.

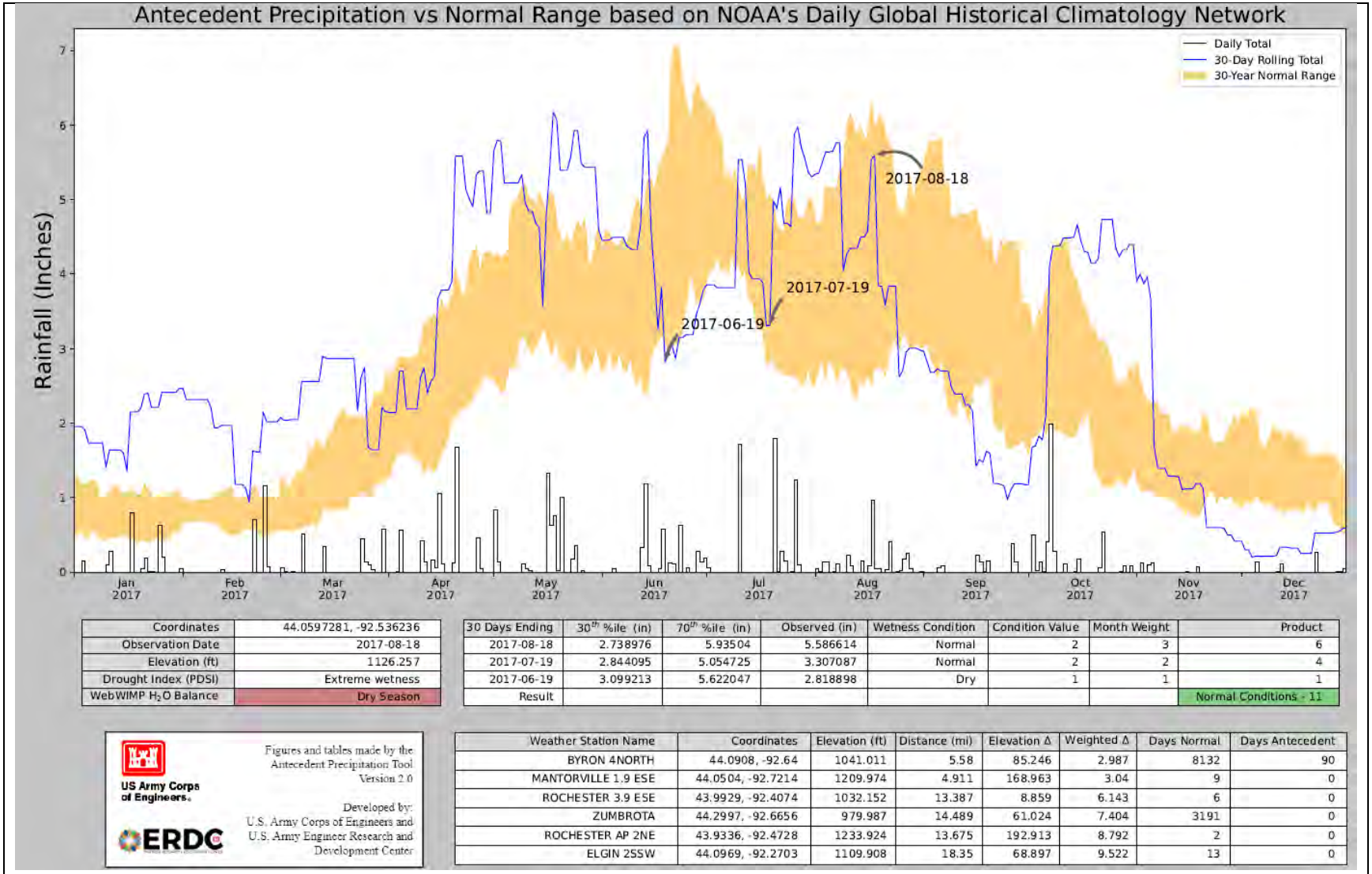
ERDC

Figures and tables made by the Antecedent Precipitation Tool Version 2.0

Developed by: U.S. Army Corps of Engineers and U.S. Army Engineer Research and Development Center

Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
ELGIN 2SSW	44.0969, -92.2703	1109.908	13.441	16.452	6.27	11088	80
ROCHESTER 5.8 ENE	44.0458, -92.3703	1225.066	6.092	115.158	3.443	33	10
ROCHESTER 4.1 ENE	44.0422, -92.4047	1191.929	7.668	82.021	4.08	28	0
ROCHESTER 5.1 E	44.0019, -92.3783	1062.992	8.476	46.916	4.212	1	0
ROCHESTER 3.6 NE	44.0569, -92.4348	1217.848	8.62	107.94	4.809	7	0
ELBA 4.7 SW	44.0415, -92.0882	1040.026	9.817	69.882	5.104	1	0
ROCHESTER 3.9 ESE	43.9929, -92.4074	1032.152	9.899	77.756	5.224	17	0
ZUMBRO FALLS 3.5 SSW	44.2389, -92.4551	1105.971	13.422	3.937	6.093	1	0
ROCHESTER 2.5 W	44.0116, -92.5293	1154.856	14.147	44.948	7.002	4	0
ALTURA 5 W	44.0633, -92.0397	865.158	11.679	244.75	8.114	25	0
ZUMBRO FALLS 2NE	44.3033, -92.4044	1033.137	15.732	76.771	8.287	29	0
ROCHESTER AP 2NE	43.9336, -92.4728	1233.924	15.118	124.016	8.678	33	0
BYRON 4NORTH	44.0908, -92.64	1041.011	18.35	68.897	9.522	20	0
THEILMAN 1SSW	44.2811, -92.1944	752.953	13.271	356.955	10.709	65	0
ROCHESTER INTL AP	43.9039, -92.4919	1306.102	17.295	196.194	11.176	1	0

9/24/19



Coordinates	44.0597281, -92.536236
Observation Date	2017-08-18
Elevation (ft)	1126.257
Drought Index (PDSI)	Extreme wetness
WebWIMP H_2O Balance	Dry Season

30 Days Ending	30th %ile (in)	70th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2017-08-18	2.738976	5.93504	5.586614	Normal	2	3	6
2017-07-19	2.844095	5.054725	3.307087	Normal	2	2	4
2017-06-19	3.099213	5.622047	2.818898	Dry	1	1	1
Result							Normal Conditions - 11

US Army Corps of Engineers

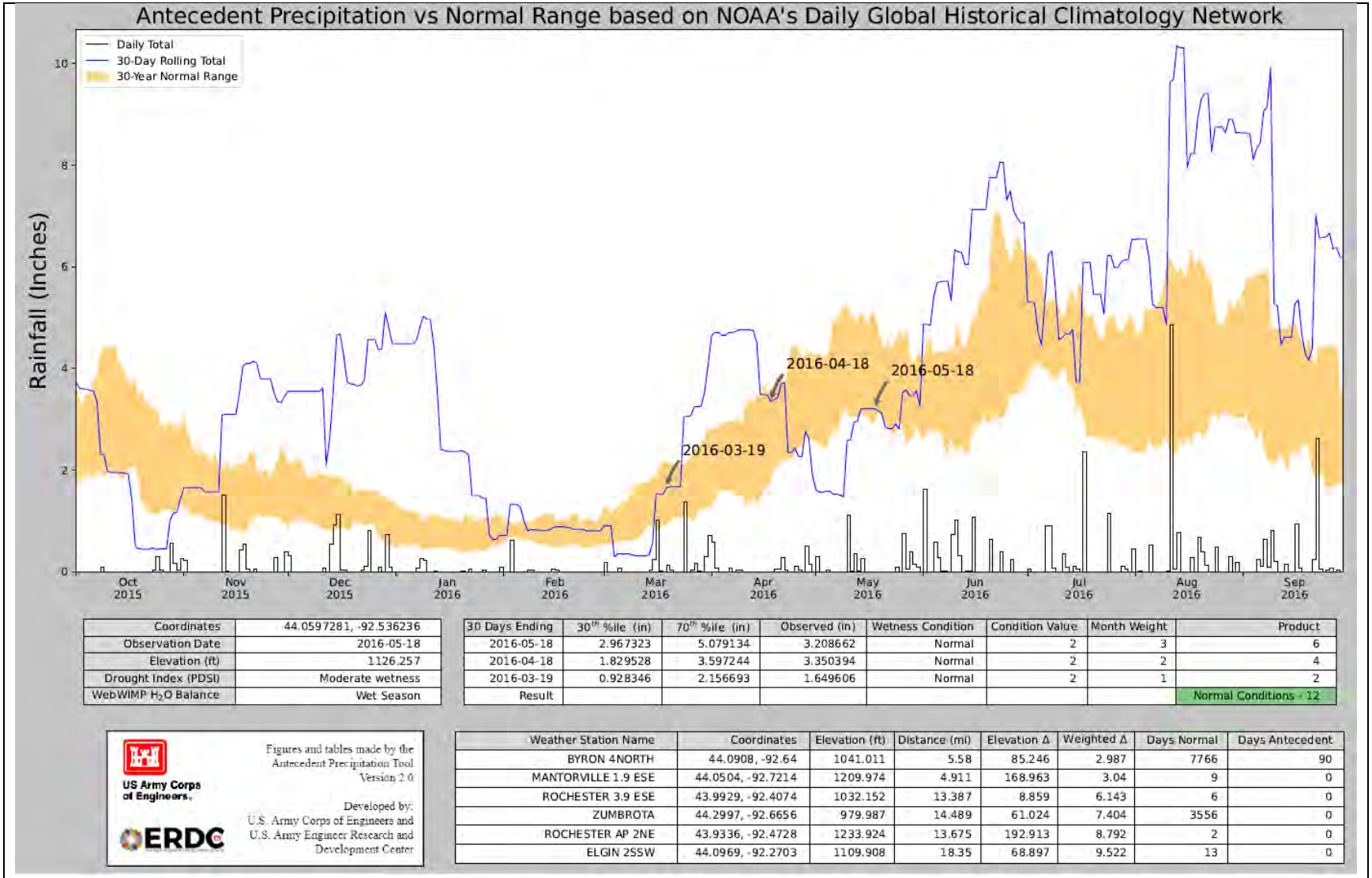
ERDC

Figures and tables made by the Antecedent Precipitation Tool Version 2.0

Developed by: U.S. Army Corps of Engineers and U.S. Army Engineer Research and Development Center

Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
BYRON 4NORTH	44.0908, -92.64	1041.011	5.58	85.246	2.987	8132	90
MANTORVILLE 1.9 ESE	44.0504, -92.7214	1209.974	4.911	168.963	3.04	9	0
ROCHESTER 3.9 ESE	43.9929, -92.4074	1032.152	13.387	8.859	6.143	6	0
ZUMBROTA	44.2997, -92.6656	979.987	14.489	61.024	7.404	3191	0
ROCHESTER AP 2NE	43.9336, -92.4728	1233.924	13.675	192.913	8.792	2	0
ELGIN 2SSW	44.0969, -92.2703	1109.908	18.35	68.897	9.522	13	0

8/18/17



Coordinates	44.0597281, -92.536236
Observation Date	2016-05-18
Elevation (ft)	1126.257
Drought Index (PDSI)	Moderate wetness
WebWIMP H_2O Balance	Wet Season

30 Days Ending	30th %ile (in)	70th %ile (in)	Observed (in)	Wetness Condition	Condition Value	Month Weight	Product
2016-05-18	2.967323	5.079134	3.208662	Normal	2	3	6
2016-04-18	1.829528	3.597244	3.350394	Normal	2	2	4
2016-03-19	0.928346	2.156693	1.649606	Normal	2	1	2
Result							Normal Conditions = 12

US Army Corps of Engineers.
ERDC

Figures and tables made by the Antecedent Precipitation Tool Version 2.0

Developed by: U.S. Army Corps of Engineers and U.S. Army Engineer Research and Development Center

Weather Station Name	Coordinates	Elevation (ft)	Distance (mi)	Elevation Δ	Weighted Δ	Days Normal	Days Antecedent
BYRON 4NORTH	44.0908, -92.64	1041.011	5.58	85.246	2.987	7766	90
MANTORVILLE 1.9 ESE	44.0504, -92.7214	1209.974	4.911	168.963	3.04	9	0
ROCHESTER 3.9 ESE	43.9929, -92.4074	1032.152	13.387	8.859	6.143	6	0
ZUMBROTA	44.2997, -92.6656	979.987	14.489	61.024	7.404	3556	0
ROCHESTER AP 2NE	43.9336, -92.4728	1233.924	13.675	192.913	8.792	2	0
ELGIN 2SSW	44.0969, -92.2703	1109.908	18.35	68.897	9.522	13	0

5/18/16

4) Criteria for Major Land Subdivision Permit Approval

The Planning Commission shall recommend, and City Council shall approve, a Major Land Subdivision Permit, if it determines that the following criteria are met:

a) The proposed land subdivision is consistent with the adopted Comprehensive Plan.

b) The proposed land subdivision conforms to all standards in this UDC, unless a Minor Modification, Major Modification, or Variance for any deviation from the standards in this UDC has been approved pursuant to this UDC.

c) The proposed land subdivision permit is consistent with any approved and applicable General Development Plan, Conditional Use Permit, and/or Traffic Impact Study.

d) The proposed land subdivision will not result in a violation of federal or state law or city or county ordinance.

e) The proposed water system and sanitary sewer system are adequate to serve the normal and fire protection demands of proposed development and to provide for the efficient and timely extension to serve future development.

f) The plan for soil erosion and stormwater management meets the adopted standards of the City of Rochester and is consistent with the adopted Stormwater Management Plan or adopted drainage or stormwater policies.

g) The vehicular, pedestrian, transit and non-motorized system is consistent with adopted transportation plans and is consistent with the street layout standards listed in Section 60.400.040C Subdivision level Connectivity and Circulation and applicable traffic service standards.

h) The soils, topography and water tables have been adequately studied to ensure that all lots are developable for their designated purposes.

i) The proposed subdivision will not have off-site impacts on the street, drainage, water, or wastewater systems that exceed adopted standards.

j) The lot and block layout provide for safe and convenient pedestrian, non-motorized vehicle, transit, vehicular, service and emergency access, efficient utility service connections, and adequate buildable area in each lot for planned uses.

k) The proposed subdivision has taken into account the current six-year and other Long-Range Capital Improvements Programs and the elements listed in those programs in the design of the subdivision.

l) The proposed subdivision will not have adverse impacts on the safety or viability of permitted uses on, or the efficient continued development of, adjacent properties.

m) Rights-of-way and easements of adequate size and dimension are provided for the purpose of constructing the street, utility, and drainage facilities needed to serve the development.

n) The proposed parks, trail thoroughfares, and open space dedications are consistent with adopted plans, policies, and regulations.

o) If located in a residential zoning district, the subdivision addresses the need to avoid spillover parking from subdivision residents into surrounding residential districts.

p) For any land located within the Special Flood Hazard Area of the FPO – Floodplain Overlay:

   i) The proposed subdivision adequately mitigates the risks of flooding, inadequate drainage, soil and rock formations with severe limitations for development, severe erosion potential, or any other floodplain related risks to the health, safety, or welfare of the future residents of the proposed subdivision in a manner consistent with this ordinance;

   ii) Each lot contains a potential building site located outside of the Floodway District at or above the regulatory flood protection elevation;

   iii) Adequate drainage is provided to reduce exposure of flood hazard;

   iv) For all subdivisions containing land within the Floodway and/or Flood Fringe District boundaries, the regulatory flood protection elevation and the required elevation of all access roads are clearly labeled on all required subdivision drawings and platting documents;

   v) The subdivision provides road access both to the subdivision and to the individual building sites no lower than two feet below the regulatory flood protection elevation; and

   vi) All public utilities and facilities, such as sewer, gas, electrical, and water systems, are located and constructed to minimize or eliminate flood damage.

RESOLUTION

Approving Final Plat No. CD2026-002PLAT, To Be Known as Badger Heights Second, for the Subdivision of 8.5 Acres Into 32 Residential Lots, Located Northeast of the Intersection of 50th Ave NW and Valleyhigh Rd NW.

WHEREAS, West 34 Partners LLC. has requested from the City of Rochester Final Plat approval for a subdivision to be known as Badger Heights.

WHEREAS, the Final Plat proposes 32 residential lots on 8.5 acres of land located northeast of the intersection of 50th Ave NW and Valleyhigh Rd NW.

WHEREAS, the Council adopts the findings as described in the Community Development memo dated February 2, 2026, and finds the proposal meets the criteria in R.C.O § 60.500.040 (subd. H) Final Plat.

WHEREAS, on February 2, 2026, 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 five conditions.

NOW, THEREFORE IT BE RESOLVED, by the Common Council of the City of Rochester, at a public hearing duly noticed and held on February 2, 2026, the following plat of lands in Olmsted County, Minnesota is to be known and designated as follows:

Outlot A and Outlot B, BADGER HEIGHTS, according to the recorded plat thereof, Olmsted County, Minnesota

Property is Abstract

TO BE KNOWN as “Badger Heights Second”, by West 34 Partners LLC. 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 following conditions:

1. Prior to the recordation of the Final Plat, updated Civil Plans, Grading Plan, and Stormwater Management Plan for the Badger Heights Second subdivision must be approved by Rochester Public Works.

2. Prior to the recordation of the Final Plat, a City-prepared Revocable Permit and Agreement is required for the proposed retaining wall to be located within the 20-foot-wide drainage and utility easement located adjacent to the east property line of Lots 1 through 5, Block 3.

3. Prior to the recordation of the Final Plat, dedication of a 5-foot-wide pedestrian facilities easement is required for the pedestrian path that will be constructed on the private property adjacent to the north property line of proposed Block 3.

4. Prior to the recordation of the Final Plat, the required Parkland Dedication fee shall be paid to the Rochester Parks & Recreation Department.

5. Prior to the recordation of the Final Plat, the required Final Plat GIS fees shall be paid to Olmsted County Public Works.

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

Council Initiated Action - Reaffirming Rochester as a Compassionate City

MEETING DATE:
February 2, 2026

ORIGINATING DEPT:
City Administration

AGENDA SECTION:
Council Initiated Actions

PRESENTER:
Council Member Doering

Action Requested:

Considering a Council Initiated Action (CIA) requesting City Council adopt a Resolution reaffirming Rochester as a compassionate city.

Report Narrative:

Council Member Doering brings forward this Council Initiated Action for consideration, with Council President Randy Schubring supporting as the second, as required by the Council Rules of Procedure Ch. 2 - Internal Council Conduct, Sec 2.03 - Placing Items on the Business Meeting Agenda, subd. B. This request is as follows:

The resolution reaffirms existing City and Rochester Police Department practices, policies, and commitments that have been in place for several years, including RPD Policy 413 and existing oversight and complaint processes. It does not change legal authority, enforcement responsibilities, or the City's relationship with federal immigration agencies.

The primary impact is clarity and reassurance to the community, City teammates, and partner organizations by formally restating current practices and values. Emphasizes continued communication and trust-building with vulnerable populations, as well as our broader community, consistent with existing roles and responsibilities.

A Council Initiated Action (CIA) allows the Council to publicly discuss and determine whether to advance an initiative as a priority. Adoption of the resolution is affirmational, not programmatic. It reinforces current policy, practice, and values without creating new obligations, programs, or fiscal impacts.

There was some discussion during Open Comment and Other Business during the January 21 Council Meeting regarding the potential desire to file an amicus brief, related to some pending litigation. That alternative or additional action is referenced below.

Priorities & Foundational Principles:

Compassion
Social Equity

Policy Considerations & DEI Impact:

Council Initiated Actions help the Council prioritize its own initiatives through organized coalition building done in a public space and on the record. CIAs provide the Council with a public forum to consider their individual ideas with the body and decide if those ideas warrant prioritization for City teammates within the larger scope of the City's project load. Sometimes they request immediate action, although that is intended to be rare, and is at the pleasure of the Council and the approved motion.

Prior Legislative Actions & Community Engagement:

No previous actions.

Fiscal & Resource Impact:

There is no fiscal impact associated with the resolution request.

The City Attorney is still assessing anticipating costs for support of an amicus brief. If the Council supports this path, in coordination with other cities, the cost of the effort (likely coordinated by the Kennedy and Graven law firm) would be split between all participating cities.

Alternative Action(s):

The Council has discussed, and may wish to consider, providing support or input into ongoing litigation related to the so-called “Operation Metro Surge.” Specifically, the State of Minnesota and the Cities of Minneapolis and St. Paul have filed federal litigation against various federal agencies and personnel. Numerous municipalities and organizations across Minnesota, as well as across the country, are participating in the case through amicus curiae briefs. The primary purpose of these briefs is to further inform the court of the local impacts of the federal enforcement actions.

Additional Minnesota cities are coordinating with the Kennedy & Graven law firm to submit a joint amicus brief. If the Council is interested in joining this effort, it could do so by motion directing the City Attorney to coordinate amicus participation, with a focus on documenting local impacts of the immigration enforcement action. These impacts may include effects on local businesses, schools, access to medical care, housing stability, and public safety dynamics, among others. Any such amicus brief would be submitted at the next available opportunity in the referenced federal case.

Prepared By:

Ann Kasel

Attachments:

Council Initiated Action - Resolution Reaffirming Rochester as a Compassionate City

Resolution - Rochester Compassionate City

COUNCIL-INITIATED ACTION FORM

Council Member Initiating Action: Dan Doering

Council Member Supporting Consideration: Randy Schubring

(Council-initiated actions must have at least the support of one council member, in addition to the initiator, in order for it to be placed on a Council Agenda)

Title: Resolution Reaffirming Rochester as a Compassionate City

Brief Description of Action: The attached resolution is brought forward for possible adoption by the City Council.

Date Received by City Administration:

(Form must be received 15 days prior to the council meeting you wish that the item be brought forward)

Date of Proposed City Council Meeting: January 5, 2026

RESOLUTION OF THE CITY COUNCIL OF ROCHESTER TO REAFFIRM THE CITY OF ROCHESTER AS A COMPASSIONATE CITY

WHEREAS, the City Council recognizes that recent changes to federal immigration policies and enforcement practices have generated fear and anxiety among city residents and visitors; and

WHEREAS, the City of Rochester will continue to uphold its commitment to be a community free of prejudice, bigotry, and hate; and

WHEREAS, it is the intent of the City of Rochester that no person be denied the equal protection of the laws, nor shall any person be denied the enjoyment of their civil and constitutional rights or be discriminated against because of age, race, physical ability, religion, sexual orientation, or immigration status; and

WHEREAS, the City of Rochester recognizes that such discrimination poses a threat to the health, safety, and general welfare of the residents of Rochester and menaces the institutions and foundation of our community; and

WHEREAS, the City of Rochester affirms the protections of the First Amendment for the free practice of religion, speech, and the right of the people to peacefully assemble; and

WHEREAS, the City of Rochester recognizes that the United States federal government is responsible for enforcing federal civil immigration laws, thus the City has no authority or jurisdiction for such enforcement; and

WHEREAS, a relationship of trust between Minnesota's immigrant residents, Black Indigenous People Of Color (BIPOC) communities, and our local agencies, including law enforcement, schools, and healthcare providers, is essential to carrying out basic local functions; and

WHEREAS, the Rochester Police Department is committed to the ongoing work of building and maintaining transparent relationships with communities of color and immigrant populations, acknowledging that consistent engagement and open dialogue are necessary to bridge historical divides and ensure the protection of all residents' civil rights; and

WHEREAS, the City of Rochester recognizes the authority and jurisdiction of federal government agents to engage in lawful enforcement action, but strongly urges them not to: break up families; deport those that do not have legal status but have otherwise been law abiding; detain or deport anyone who

is a victim or a witness in an ongoing investigation, court proceeding or trial; conduct enforcement actions at schools, places of worship or City buildings.

NOW THEREFORE BE IT RESOLVED that the City reaffirms its declaration to be a CITY OF COMPASSION (resolution adopted September 18, 2017); and

BE IT FURTHER RESOLVED:

1. The City of Rochester (City) and the Rochester Police Department (RPD) reaffirm that both entities do not engage in activities solely for the purpose of enforcing federal immigration law.

2. The City and RPD reaffirm that both entities shall not enter into any partnerships or written agreements with federal authorities for the sake of enforcing federal civil immigration law according to section 287(g) of the INA.

3. The City affirms that RPD has operated under a clear, consistent, and constitutionally grounded immigration-related policy for several years. That policy has guided daily practice, decision-making, and community engagement in full compliance with state and federal law, while protecting civil liberties, the United States and Minnesota constitutions, and maintaining public trust. The Rochester Police Department will continue to operate under this policy Rochester Police Department Policy Manual, Policy 413.

4. The City affirms that RPD will not detain, transport, or remove individuals for immigration enforcement proceedings or detain individuals based solely on immigration status, including during traffic stops.

5. The City affirms that RPD will not assist federal authorities with immigration enforcement activities. RPD will continue to focus on matters that protect the safety of the community and are consistent with the Department's mission, values, and lawful public safety responsibilities.

6. The City affirms its strong support for the Rochester Police Department and its continued commitment to serving the community with professionalism, integrity, and respect, recognizing that this longstanding professionalism includes responding to community concerns and complaints and reviewing them in accordance with established policies and laws.

7. The City Council is entrusting that RPD and the City organization will provide clear, stable communication regarding the Mission, Core values, and Vision of RPD contained in the document "A Blueprint for Re-envisioning Rochester

Police Department" with the community, with special emphasis placed on communication channels that reach vulnerable populations.

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

Historic Landmark Designation - 225 NW 1st Ave - Central Park

MEETING DATE:
February 2, 2026

ORIGINATING DEPT:
Community Development

AGENDA SECTION:
Ordinance Second Readings

PRESENTER:
Michael Spindler-Krage

Action Requested:

Adopting an Ordinance designating Central Park as a local historic landmark site and amending the zoning map to reflect this.

Report Narrative:

On November 17, 2025, The City Council held a public hearing and authorized the historic landmark designation of 225 NW 1st Avenue, Central Park.

The park was found to meet two of the eight adopted criteria for historic significance and have historic integrity, Criteria 1, related to the park's original intent as a public square and its early use as a gathering location for civic and entertainment events and Criteria 5, for its embodiment of distinguishing characteristics of a public square as an urban form. It's essential distinguishing features, include its rectangular shape incorporated into the platted city grid, surrounded by streets, minimal topographic changes across the open space, with vegetation, and bisecting walkways, in a generally symmetrical plan.

The property's period of significance is 1856-1945. It was platted in 1856 and from 1879 until the mid-1900's it was a primary location for civic events and community gatherings. It continued to be exclusively used as a city park and an important neighborhood recreational place at least through the 1930s but would fall out of more common use after World War II.

Priorities & Foundational Principles:

Responsible Environmental Stewardship

Policy Considerations & DEI Impact:

Once designated, alterations to the property will require additional review in accordance with the Secretary of the Interior’s Standards for the Treatment of Historic Properties and locally adopted Design Guidelines. Per the UDC and local guidelines, major alterations will be reviewed and approved or denied by the HPC. Denials may be appealed by applicants to the Council. Minor alterations will be evaluated and approved or denied by Community Development utilizing the same standards and guidelines. Denials may be appealed to the HPC.

The park's historic significance is related to community and neighborhood use of the space for both "important" events and for more common daily rest, relaxation, and as a pedestrian pass-through. It continues to serve a diverse downtown community that includes patients, workers, and nearby

residents.

Prior Legislative Actions & Community Engagement:

January 5, 2026: Ordinance first reading
November 17, 2025: City Council public hearing and designation
October 28, 2025: HPC public hearing and recommendation to designate
August 26, 2025: HPC updated on the status of the eligibility study
July 22, 2025: HPC requests that Community Development begin eligibility evaluation
July 7, 2025: Mayor and Council initiate historic landmark designation
February 22, 2017: Council - Property placed on historic inventory

Fiscal & Resource Impact:

As a city-owned property, upkeep and alterations to the site will continue to be funded through the City budget and managed by the Parks & Recreation Department.

Alternative Action(s):

No alternative actions are recommended.

Prepared By:

Molly Patterson-Lundgren

Attachments:

Ordinance - Central Park

ORDINANCE NO. ____

AN ORDINANCE DESIGNATING CENTRAL PARK, A HISTORIC LANDMARK SITE, AND AMENDING THE OFFICIAL ZONING MAP AS REFERENCED IN 60.200.020(A) OF THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ROCHESTER.

THE COMMON COUNCIL OF THE CITY OF ROCHESTER DO ORDAIN:

Section 1. The City of Rochester Heritage Preservation Commission held a public hearing and made a recommendation for the Common Council to designate the following property as a locally designated historic landmark. The property subject to historic landmark designation is described as illustrated in Exhibit "A":

Historic Name: "Central Park"
Address: 225 First Avenue NW
Legal Description (Short)

Public Square, Block 52, Original Plat, City of Rochester Minnesota

Section 2. On November 17, 2025, the Common Council of the City of Rochester held a public hearing and determined that Central Park met the requirements to designate the property as a local historic landmark site for the City of Rochester.

Section 3. Therefore, pursuant to section 60.200.040(C) of the Unified Development Code of the City of Rochester, Central Park shall be designated as a local historic landmark as illustrated in Exhibit "A" and shall be included to the official list of Landmark Properties.

Section 4. This ordinance shall be effective from and after 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

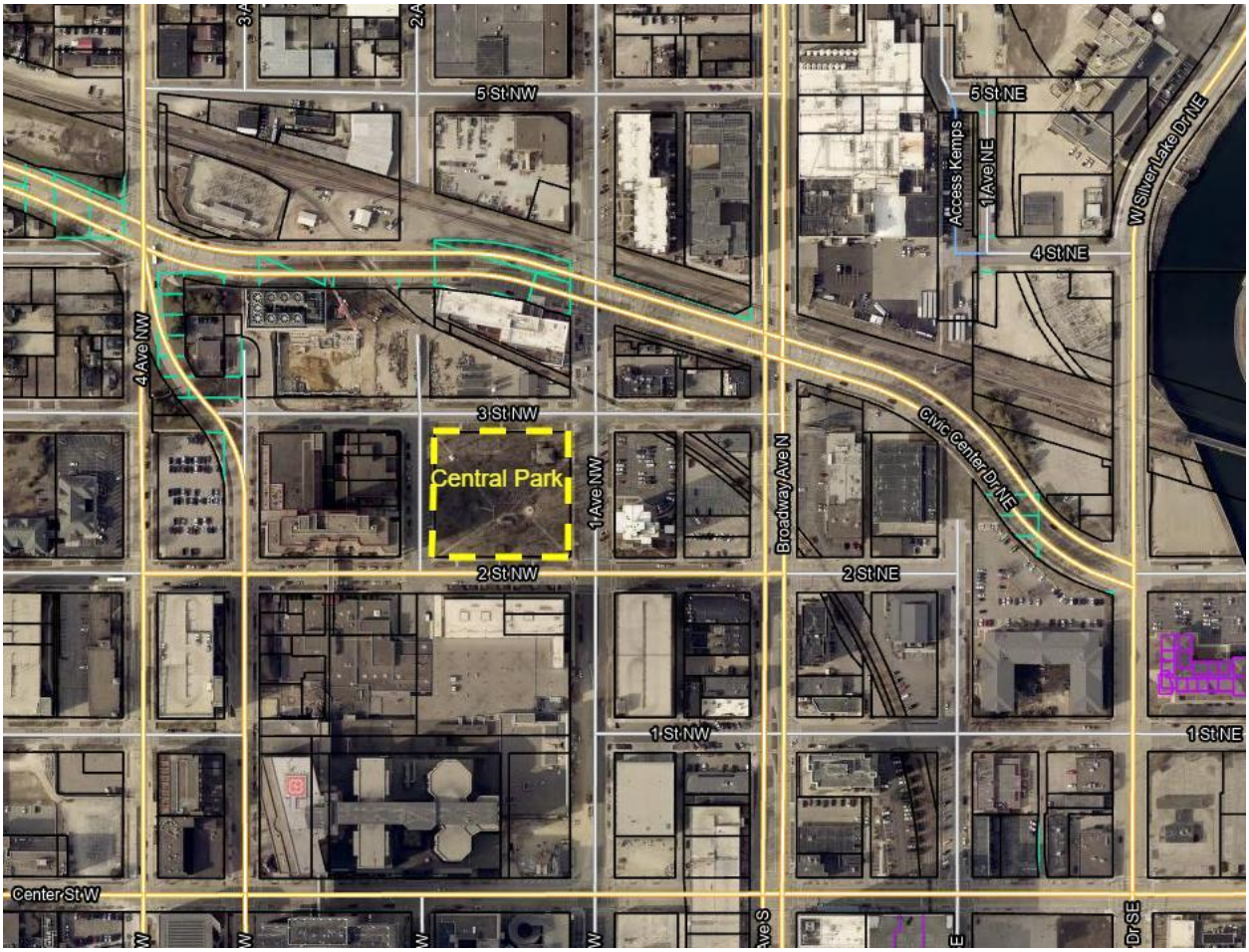
APPROVED THIS _____ DAY OF _____, 2026.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

Ord25\Central Park.docx

EXHIBIT “A”


5 St NW
5 St NE
Access Kemps
1 Ave NE
W Silver Lake Dr NE
4 St NE
4 Ave NW
3 St NW
Central Park
1 Ave NW
Broadway Ave N
Civic Center Dr NE
2 St NW
2 St NE
1 St NW
1 St NE
Center St W

REQUEST FOR ACTION

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

MEETING DATE:
February 2, 2026

ORIGINATING DEPT:
City Clerk

AGENDA SECTION:
Other Business

PRESENTER:

Action Requested:

1. Recessing to a meeting of the Rochester Economic Development Authority (EDA).
2. Adopting the findings of the Rochester EDA.

Prepared By:

Ann Kasel

Attachments: