City Council Agenda
City Council - Regular Session
March 16, 2026
6:00 p.m.

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

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

Pledge of Allegiance

Vision, Principles, and Priorities for the City of Rochester

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

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

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

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

F.2. 2026 Celebration of a City, LLC - Rochesterfest
Adopting a Resolution approving the special event permit application for the 2026 Celebration of a City, LLC - Rochesterfest and declaring the event a community festival.

F.3. **Annual Gambling Permit for the Byron Youth Football Association at Townies Philly Kitchen + Bar**

Adopting a Resolution authorizing an annual premises gambling permit for the Byron Youth Football Association, operating out of Townies Philly Kitchen + Bar, located at 244 Soldiers Field Dr SW.

F.4. **Proposed Ordinance Amendments to Rochester Code of Ordinances Chapter 2-16 Relating to Public Ethics**

1. Approving proposed Ordinance amendments to sections 2-16-2 and 2-16-7 of Chapter 2-16 relating to Public Ethics, and
2. Directing the City Attorney's office to prepare the Ordinance for First Reading at a future council meeting.

F.5. **Recommendation of Rachel Fautsch as Transit & Parking Services Director**

Approving the recommendation of Rachel Fautsch as Transit and Parking Services Director, effective for the current pay period.

F.6. **Amendments to Chapter 5-21 of the Rochester Code of Ordinances Relating to Mobile Food Units**

1. Approving proposed Ordinance amendments to the Rochester Code of Ordinances (RCO) Ch. 5-21 relating to Mobile Food Units; and
2. Directing the City Attorney's office to prepare an Ordinance for first reading on April 6, 2026.

F.7. **Public Safety Funds to Purchase Used Aerial Fire Apparatus**

Adopting a Resolution authorizing the use of Public Safety funds to purchase a used aerial fire apparatus.

F.8. **2026-2027 Minnesota GreenCorps Member Application**

Adopting a Resolution acknowledging the City's support and sponsorship of an application to the Minnesota Pollution Control Agency to host a Minnesota GreenCorps member for the 2026-2027 program year.

F.9. **2025 Certification of Contributions Related to the Destination Medical Center Development**

Authorizing the submittal of the Certification of Contributions form related to the Destination Medical Center (DMC) development for the 2025 calendar year to the Department of Employment and Economic Development.

F.10. **Bid Advertisement – 65th St NW and Fairway Dr Roundabout Project - Project No. J7355**

Authorizing the advertisement for bids for the 65th St NW and Fairway Dr Roundabout Project - Project No. J7355.

F.11. **Bid Advertisement - Reconstruction of Superior Dr NW from 26 ST NW to 28 ST NW and 26 ST NW from Superior Dr NW to West Circle Dr NW - Project No. J7352**

Authorizing the advertisement for bids and scheduling a bid opening on April 21, 2026, at 11:00 a.m. for Reconstruction of Superior Dr NW from 26 ST NW to 28 ST NW and 26 ST NW from Superior Dr NW to West Circle Dr NW - Project No. J7352.

F.12. **Bid Advertisement - Link Bus Rapid Transit (BRT) West Transit Village Drivers Facilities and Public Restrooms - Project No. J8707**

Authorizing an advertisement for bids with a bid opening date of April 7, 2026, for the Link Bus Rapid Transit WTV Drivers Facilities and Public Restrooms - Project No. J8707.

F.13. **Bid Award: Mayo Civic Center Marquee Sign and Mayo Park Improvements**
Adopting a Resolution approving a contract with Pember Companies, Inc. for construction for the Mayo Civic Center Marquee Sign and Mayo Park Upgrades Project

F.14. **Contract with WHKS for Design of the 2026 Sanitary Sewer Pipe Lining Rehabilitation at Various Locations - Project No. J4348**

1. Authorizing a contract with WHKS, in the amount of $34,660 from March 17, 2026, to March 17, 2027, for the design of the 2026 Sanitary Sewer Pipe Lining Rehabilitation at Various Locations - Project No. J4348 and;
2. Authorizing City staff to advertise for bids and schedule a bid opening once the project's design is completed.

F.15. **Contract with WHKS for Design of the 2027 Sanitary Sewer Manhole Rehabilitation at Various Locations - Project No. J4349**

1. Authorizing a contract with WHKS, in the amount of $33,280 from March 17, 2026, to March 17, 2028, for the design of the 2027 Sanitary Sewer Manhole Rehabilitation at Various Locations - Project No. J4349 and;
2. Authorizing City staff to advertise for bids and schedule a bid opening once the project's design is completed.

F.16. **Contract Amendment with Toole Design Group for Professional Engineering Design Services for the Reimagining 6th Avenue West Project - Project Number J8908**
Authorizing contract amendment No.3 in the amount of $1,463,262.21 for the reconstruction of 6th Avenue West from West Center to Civic Center Drive as well as the cross streets of 3rd Ave NW, 2nd Ave NW, 1st Ave NW, and W. Center between 6th Avenue and 5th Avenue. - Project Number J8908.

F.17. **Contract Amendment 1: WHKS for Final Design of the Reconstruction of 400 Block Center St W, 10 Block of 5th Ave NW, and 400 Block of 1st St NW - Project No. J7857**
Authorizing a contract Amendment 1 with WHKS, in the amount of $53,780 with contract extension to December 31, 2027, for Reconstruction of 400 Block Center St W, 10 Block of 5th Ave NW, and 400 Block of 1st St NW - Project No. J7857.

F.18. **Contract Amendment 1: WHKS for Sanitary Sewer Improvements West Zumbro WZ-04-1019 - Project No. J7854**
Authorizing:

1. Contract Amendment 1 with WHKS, in the amount of $52,000 with contract extension to December 31, 2026, for the design of the Sanitary Sewer Improvements West Zumbro WZ-04-1019 - Project No. J7854 Phase 2 and;
2. Advertisement for bids and scheduling a bid opening once the design is completed for the Sanitary Sewer Improvements West Zumbro WZ-04-1019 - Project No. J7854 Phase 2.

F.19. **City-Owner Contract Amendment No. 1: Public Utilities to Serve Skyline Flats - Project No. J5643**
Authorizing:

1. A City-Owner Contract Amendment No. 1 for Project No. J5643, "Public Utilities to Serve Skyline Flats" with City execution conditional upon full execution of the contract by Owner, Contractor, and Engineer, and;
2. Professional Technical Services Contract Amendment No. 1 with Short Elliott Hendrickson, Incorporated, for an additional $6,600, related to City-Owner Contract Amendment No. 1 for Project No. J5643, "Public Utilities to Serve Skyline Flats," subject to City execution of the City-Owner Contract Amendment No. 1.

F.20. Revocable Permit and Agreement with Mayo Clinic - Pedestrian Tunnel in Center St W Right-of-Way
Authorizing a revocable permit and agreement with Mayo Clinic for placement of a pedestrian tunnel within the Center St W right-of-way.

F.21. Revocable Permit and Agreement with Metropolitan Market Place LLC
Authorizing a revocable permit and agreement with Metropolitan Market Place LLC to place a sculpture and its components within the 1st Avenue SW public right of way.

F.22. Pre-Development Agreement with Sadik Sabriye
Authorizing a pre-development agreement with Sadik Sabriye for Lots 12 & 13, Block 2, Rose Harbor Fourth Addition.

F.23. Lease Agreement with Rochester Shuttle Service, LLC
Authorizing the execution of a five-year lease agreement with Rochester Shuttle Service, LLC for the City-owned property at 3800 West River Parkway NW.

F.24. Environmental Assessment Worksheet No. CD2025-005ENV by City of Rochester
Adopting a Resolution accepting and approving a negative declaration of the Environmental Assessment Worksheet (EAW) No. CD2025-005ENV, by City of Rochester, for the Rochester Regional Sports and Recreation Complex, for the development of a sports entertainment complex that can serve 5,000 or more persons.

F.25. Annexation Petition No. CD2026-001ANX by City of Rochester
1. Approving Annexation Application No. CD2025-001ANX, by the City of Rochester, to incorporate approximately 124.61 acres of land into the City Limits with the Unified Development Code (UDC) Mixed Use General (MX-G) zoning district; and authorizing a singular reading of the Annexation Ordinance, and
2. Directing the City Attorney to prepare an Ordinance for First Reading.

F.26. Airline Operating Agreement - United Airlines
Authorizing an airline operating agreement for United Airlines to conduct commercial air service at RST.

F.27. Master Services Agreement with Mead & Hunt for Professional On-Call Airport Consulting Services for the Rochester International Airport (RST)
Authorizing the master services agreement with Mead & Hunt to provide on-call airport consulting services for the next five-year period at the Rochester International Airport (RST).

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. Issuance of General Obligation Revenue Bonds Pursuant through Conduit Financing on Behalf of Mayo Clinic
Adopting a Resolution for Issuance of General Obligation Revenue Bonds Pursuant to Conduit Financing on Behalf of Mayo Clinic in the amount of $750,000,000 for a Mayo Clinic project consisting of renovations and upgrades to various facilities as allowed under Minnesota Statutes, Sections 469.152 - 469.165.

H. Reports and Recommendations

I. Council Initiated Actions

J. Ordinance First Readings

K. Ordinance Second Readings

K.1. **Creating Chapter 5-24 Relating to Film Permits**
Adopting the proposed Ordinance creating Chapter 5-24 Relating to Film Permits.

K.2. **Zone Change No. CD2025-006ZC by Oak Grove RST LLC**
Adopting an Ordinance approving Zone Change No. CD2025-006ZC, by Oak Grove RST LLC, amending the zoning designation on a 13-acre site from AG (Agriculture) to R-1 (Mixed Use Single Family).

L. Tabled Items

M. Other Business

N. Adjournment



Vision, Principles & Priorities

Community Vision

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

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

Strategic Priorities

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

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

Organizational Vision

A vibrant, compassionate, innovative team.

Foundational Principles

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

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

CITY OF ROCHESTER MINNESOTA

Open Comment Period

Open Comment Period Participation Guidelines

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

The following speaker guidelines apply:

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

If speakers have exhibits to share with the Council:

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

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

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

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

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

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

- ✓ Send an open comment In the mail to:

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

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

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

F.1

REQUEST FOR ACTION

Minutes for the City Council Meeting of March 2, 2026

MEETING DATE:
March 16, 2026

ORIGINATING DEPT:
City Clerk

AGENDA SECTION:
Consent Agenda

PRESENTER:
Ann Kasel

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

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

Priorities & Foundational Principles:
Quality Services
Social Equity

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

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

Fiscal & Resource Impact:
No fiscal impact to report.

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

Prepared By:
Ann Kasel

Attachments:
Minutes - March 2, 2026 - City Council

CITY OF ROCHESTER, MINNESOTA
City Council MINUTES

Attending and Viewing the Meeting:

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

Pledge of Allegiance

Vision, Principles, and Priorities for the City of Rochester

Vision, Principles and Priorities

A) Open Comment Period

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

Open Comment Period Guidelines

1. Barry Skolnick
2. Mike Schmitt
3. John Kruesel
4. Wes Lund
5. Jason Bale-Bakken
6. Tim Schmitt
7. Lucy Kruesel
8. Michael Wojcik
9. Aaron Mead
10. Marty Cormack

W. Lund Written Comment

B) Call to Order/Roll Call

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

C) City Administrator's Report

D) Mayor's Report

E) Order of Agenda

Order of Agenda

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

F) Consent Agenda

F.1) Minutes for the City Council Meeting of February 18, 2026

Official Act: Accepted Official Act No. 050-26 the minutes and video of the February 18, 2026, meeting as the official record of the City Council.

Cover Page

February 18, 2026 City Council Minutes

F.2) Accounts Payable for March 2, 2026

Official Act: Approved Official Act No. 051-26 the listing of total disbursements for March 2, 2026, in the amount of $96,002,560.52, including investment purchases of $20,391,649.04 and accounts payable of $75,610,911.48.

Cover Page

F.3) Ethical Practices Board - 2025 Annual Report

Official Act: Received and filed Official Act No. 052-26 the attached 2025 Annual Report of the Ethical Practices Board.

Cover Page

Exhibit - Ethical Practices Board 2025 Annual Report

F.4) (Moved to H.4 for discussion) Updates to the Council Rules of Procedure & Code of Conduct

F.5) Budget Amendment for the Public Safety Aid

Official Act: Adopted Resolution No. 046-26 authorizing a budget amendment for the Public Safety Aid.

Cover Page

F.6) City of Rochester Conduit Debt Policy

Official Act: Adopted Official Act No. 054-26 the City of Rochester Conduit Debt Policy.

Cover Page

Exhibit - Conduit Debt Policy

F.7) 2026-28 Collective Bargaining Agreement – Law Enforcement Labor Services (LELS), Local 526 Representing Rochester Public Safety Telecommunicators

Official Act: Adopted Resolution No. 047-26 approving the recommended changes to the collective bargaining agreement with the LELS, Local 526 – Public Safety Telecommunicators, for the years 2026-28.

Cover Page

F.8) (Moved to H.5 for discussion) Minnesota Office of Justice Programs 2026-2028 Crisis Response Grant

F.9) Bid Award: Fire Station 3 Mechanical Upgrades

Official Act: Adopted Resolution No. 048-26 approving a contract in the amount of $590,000 to DMC Plumbing and Heating for replacement of existing mechanical systems at Fire Station 3.

Cover Page

Contract - DMC Plumbing and Heating - Rochester Fire Station 3

Rochester Fire Station 3 - A101

F.10) Bid Award: Mayo Civic Center Auditorium Stage Replacement

Official Act: Adopted Resolution No. 049-26 awarding a contract in the amount of $107,605 to Benike Construction for Auditorium Stage Replacement.

Cover Page

Contract - Benike - Stage Replacement

Contract - Benike - Exhibit A Insurance & Bond

Contract - Benike - General Conditions

F.11) Contract Award: Forte Audio-Visual Conferencing and Hearing Accessibility Systems

Official Act: Awarded Official Act No. 056-26 a contract in the amount $190,425.46 to Forte for installation of Audio-Visual Conferencing Systems and Hearing Accessibility System at the Maintenance Service Center Facility

Cover Page

Contract - Forte Maintenance Center Audio Visual Contract

F.12) Contract Award: Owner Provided Mechanical Equipment

Official Act: Awarded Official Act No. 057-26 a contract in the amount of $156,158 to Schwab Vollhaber Lubratt (SVL) for owner provided mechanical equipment for LINK Volume D Maintenance Bay Addition - Project No. J8707.

Cover Page

Contract - Schwab Vollhaber Lubratt - LINK Vol D

F.13) Contract Award: Evans Companies for the 6th St SW Storm Sewer Extension Project - Project No. J6741

Official Act: Adopted Resolution No. 050-26 approving a contract with Evans Companies in the amount of $137,591.50 for the 6th St SW Storm Sewer Extension Project - Project No. J6741.

Cover Page

Budget Data Sheet - 6th ST SW Storm Sewer Extension Project - Project No. J6741

Project Location Map - 6th ST SW Storm Sewer Extension Project - Project No. J6741

Standard Form of Contract - 6th ST SW Storm Sewer Extension Project - Project No. J6741

F.14) Revocable Permit and Agreement with Mayo Clinic - Pedestrian Tunnel in 1st St SW Right-of-Way

Official Act: Authorized Official Act No. 058-26 a revocable permit and agreement with Mayo Clinic for placement of a pedestrian tunnel within the 1st St SW right-of-way.

Cover Page

Revocable Permit & Agreement - Mayo Clinic Ped Tunnel in 1st St SW ROW

F.15) Southern Minnesota Municipal Power Agency Purchase Offer for Easements

Official Act: Approved Official Act No. 059-26 the purchase offer from Southern Minnesota Municipal Power Agency (SMMPA) for two easements on City-owned land.

Cover Page

Map - Easement location

Exhibit - Total Compensation

Agreement - City of Rochester Easement No. 1

Agreement - City of Rochester Easement No. 3

Approved the Consent Agenda in block items F.1 to F.3 and F.5 to F.7 and F.9 to F.15.

MOVER:	Andy Friederichs
SECONDER:	Norman Wahl
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

H) Reports and Recommendations

H.1) Rochester Public Transit - Spring Service Changes

Interim Director of Transit and Parking Rachel Fautsch presented the item and answered questions.

Cover Page

Presentation - Spring Service Changes

H.2) Reimagining 6th Avenue West from Civic Center Dr to 2nd St SW - Project Number J8908

Official Act: Adopted Official Act No. 060-26 the corridor concept plan on 6th Avenue West from Civic Center Dr to 2nd St SW and authorizing the preparation of final design plans and bid documents for the reconstruction of 6th Avenue West from Civic Center Drive to W. Center Street - Project Number J8908

Director of Construction Steve Sampson Brown introduced the item and answered questions on the item.
Project Manager Mike Collins presented the item and answered questions on the item.
Deputy City Administrator Cindy Steinhauser answered questions on the item.
Public Works Director Tyler Niemeyer answered questions on the item.

Cover Page

Presentation - Reimagine 6th Avenue PowerPoint

Exhibit - Reimagine 6th Ave and Reconnect DT Mobility Network Round Two Eng Summary

Exhibit - Reimagine 6th Ave Corridor Concept Plan

Adopted Official Act No. 060-26 the corridor concept plan on 6th Avenue West from Civic Center Dr to 2nd St SW and authorizing the preparation of final design plans and bid documents for the reconstruction of 6th Avenue West from Civic Center Drive to W. Center Street - Project Number J8908

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

H.3) Project Update: Reconnecting the Downtown Mobility Network - Project Number J8909

Official Act: Requesting City Council direction on the preferred option to advance for re-establishing the north-south connection of the downtown mobility network.

Project Manager Mike Collins presented the item and answered questions on the item.
Toole Design Deputy Office Director, Noah Halbach, answered questions on the item.
Director of Construction Steve Sampson Brown spoke to the item and answered questions on the item.
Deputy City Administrator Cindy Steinhauser answered questions on the item.

Public Works Director Tyler Niemeyer answered questions on the item.
Toole Design Office Director, Mitzi Alex, spoke to the item.

Cover Page

Presentation - Reconnecting the Downtown Mobility Network

Report - Reconnecting the Downtown Mobility Network

Report - Reimagine 6th Avenue and Reconnect the DT Mobility Network Round 1 and 2 Engagement

Concept Plan: 1st Avenue West Angled Parking

Concept Plan: 6th Avenue - Between 2nd St SW & 4th St SW

Concept Plan: 2nd Avenue Bike Lanes

Motion to table the item.

MOVER:	Shaun Palmer
SECONDER:	Andy Friederichs
AYES:	Andy Friederichs, Shaun Palmer
NAYS:	Randy Schubring, Patrick Keane, Nick Miller, Norman Wahl, Dan Doering
RESULT:	**DENIED [2 - 5]**

Adopted Official Act No. 061-26 the 1st Avenue - Option B as the preferred option to advance for reestablishing the North - South connection in the Downtown Mobility Network.

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

H.4) (previously item F.4) Updates to the Council Rules of Procedure & Code of Conduct

Official Act: Adopted Official Act No. 053-26 the revised Council Rules of Procedure & Code of Conduct, except the changes to section 2.03B and 2.03C.

Deputy Administrator Aaron Parrish answered questions on the item.
City Attorney Michael Spindler-Krage spoke on the item.

Cover Page

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

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

Adopted Official Act No. 053-26 the revised Council Rules of Procedure & Code of Conduct, except the changes to section 2.03B and 2.03C.

MOVER:	Randy Schubring
SECONDER:	Andy Friederichs
AYES:	

Randy Schubring, Nick Miller, Norman Wahl, Andy Friederichs, Shaun Palmer
NAYS: Patrick Keane, Dan Doering
RESULT: **APPROVED [5 - 2]**

H.5) (previously item F.8) Minnesota Office of Justice Programs 2026-2028 Crisis Response Grant

Official Act: Authorized Official Act No. 055-26 the Police Department to apply for the 2026-2028 Department of Public Safety Minnesota Office of Justice Programs Crisis Response Grant.

Police Captain Jennifer Hodgman spoke on the item and answered questions on the item.

Cover Page

Authorized Official Act No. 055-26 the Police Department to apply for the 2026-2028 Department of Public Safety Minnesota Office of Justice Programs Crisis Response Grant.

MOVER: Patrick Keane
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. CD2025-008ZC by Sunshine Behavioral Health Group, LLC.

Official Act: Received and Filed the First Reading of Zone Change No. CD2025-008ZC, by Sunshine Behavioral Health Group, LLC., amending the zoning designation on a 2.71-acre site from LI (Light Industrial) to MXG (Mixed Use General).

Cover Page

Ordinance - CD2025-008ZC

J.2) Zone Change No. CD2025-007ZC by INH Properties

Official Act: Received and Filed the First Reading of Zone Change No. CD2025-007ZC, by INH Properties, to rezone approximately 1.2 acres of land from R-2x (Low Density Residential Infill) to R-3 (Medium Density Residential).

Cover Page

Ordinance - CD2025-007ZC

K) Ordinance Second Readings

L) Tabled Items

M) Other Business

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

Cover Page

The City Council recessed to a meeting of the Rochester Economic Development Authority at 9:40 p.m.

The City Council meeting was called back to order at 9:54 p.m.

Motion to adopt findings of Rochester EDA Official Act No. 062-26:

1. Accepted Official Act No. EDA004-26 (OA063-26) the minutes and video of the February 2, 2026, meeting of the Rochester Economic Development Authority (EDA) as the official record of the EDA.
2. Adopted Resolution No. EDA004-26 (051-26) approving a Development Assistance Agreement between the Rochester Economic Development Authority and Citywalk Apartments Rochester LLC for Redevelopment Tax Increment Financing District No. 85-1 for Citywalk Apartment Project.

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

N) Adjournment

Adjournment at 9:54 p.m.

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

Ann M. Kasel

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

2026 Celebration of a City, LLC - Rochesterfest

MEETING DATE:
March 16, 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 Celebration of a City, LLC - Rochesterfest and declaring the event a community festival.

Report Narrative:
The 2026 Celebration of a City, LLC - Rochesterfest ("the Event") has applied for a special event permit. The Event will be held on June 23 - June 27, 2026, with event set-up beginning between 8:00 a.m. to 12:00 p.m. and clean up will conclude by 11:00 p.m. each day. The Event itself will occur from 11:00 a.m. until 11:00 p.m., located at Soldiers Field Memorial Park, 244 E Soldiers Field Dr SW.

The Event is requesting the City Council waives the 85-decibel limit, with all sound terminating no later than 10:00 p.m. in concert with the end time of the Event itself.

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:
June 6, 2021: City Council - 2021 Celebration of a City LLC - Rochesterfest Community Festival approved.
April 4, 2022: City Council - 2022 Celebration of a City LLC - Rochesterfest Community Festival approved.
May 1, 2023: City Council - 2023 Celebration of a City LLC - Rochesterfest 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 Celebration of a City LLC - Rochesterfest Community Festival approved.
March 17, 2025: City Council - 2025 Celebration of a City LLC - Rochesterfest Community Festival

approved.

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 recommended at this time.

Prepared By:
Vorleak Sin

Attachments:
Resolution - 2026 Celebration of A City LLC - Rochesterfest Community Festival

RESOLUTION

Approving a Special Event Permit for Celebration of A City, LLC - Rochesterfest 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 10:00 p.m. on the day of each event covered by the permit."; and,

WHEREAS, the Rochesterfest Celebration event, occurring from June 23, 2026, until June 27, 2026, on Soldiers Field Veterans Memorial, 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 this Rochesterfest Celebration 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 Rochesterfest Celebration 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 for the Rochesterfest Celebration and replace it with a restriction requiring the amplified sound to terminate no later than 10:00 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

Annual Gambling Permit for the Byron Youth Football Association at Townies Philly Kitchen + Bar

MEETING DATE:
March 16, 2026

ORIGINATING DEPT:
City Clerk

AGENDA SECTION:
Consent Agenda

PRESENTER:
Christiaan Cartwright

Action Requested:

Adopting a Resolution authorizing an annual premises gambling permit for the Byron Youth Football Association, operating out of Townies Philly Kitchen + Bar, located at 244 Soldiers Field Dr SW.

Report Narrative:

The Byron Youth Football Association (BYFA) is a 501(c)(3) non-profit organization that strives to provide a positive environment promoting the development of football skills, good sportsmanship, competitive play, and fun for all players in Byron and surrounding communities, as stated in the organization's bylaws. BYFA meets all the requirements as set out in state statutes and submits this application for a permit for new charitable gambling premises to be located at Townies Philly Kitchen + Bar, 244 Soldiers Field Dr SW. BYFA has ten other established premises, by which they are permitted to conduct charitable gambling activities, and is an organization in good standing.

Annual gambling permits are authorized for gaming, such as electronic pull-tab machines and bingo gaming, for the benefit of an established non-profit as defined in Minn. State Statutes Sec. 349. Local control over gambling licenses and permits is authorized under Section 349.213. State statute requires a Council Resolution within 90 days of the organization submitting its application for approval to the State. State statutes do not limit the number of premises an organization can permit as long as all conditions can be met.

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.

February 5, 2024, The Council approved the administrative issuance of many of our licenses by adopting Ordinance No.4522. This RCA addresses one of the license types that still requires final council approval, a necessity due to the annual gambling requirements levied by state law. Annual gambling permits require municipal approval by Resolution in accordance with Minn. State Statutes 349.213.

Prior Legislative Actions & Community Engagement:

No prior legislative actions.

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 - Annual Gambling - Byron Youth Football at Townies

RESOLUTION

Approving an Annual Gambling Permit for the Byron Youth Football Association at Townies Philly Kitchen + Bar Located at 244 Soldiers Field Dr SW

WHEREAS, annual gambling licenses issued by the state require municipal permit approval by Resolution in accordance with Minn. State Statutes 349.213 and 349.16; and

WHEREAS, The Byron Youth Football Association (BYFA) is a qualifying 501c(3) non-profit organization with ten other established premises by which they are licensed to conduct charitable gambling activity within the City of Rochester; and

WHEREAS, The BYFA has met all the required criteria in accordance with the Rochester Code of Ordinances Chapter 8-10. – Gambling and the corresponding state laws.

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Rochester, Minnesota, that the Council authorizes annual premises gambling permit for the Byron Youth Football Association (BYFA) at Townies Philly Kitchen + Bar, located at 244 Soldiers Field Dr SW.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF

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

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF _____, 2026.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

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

MEETING DATE:
March 16, 2026

ORIGINATING DEPT:
City Attorney's Office

AGENDA SECTION:
Consent Agenda

PRESENTER:
City Attorney Michael Spindler-Krage

Action Requested:

1. Approving proposed Ordinance amendments to sections 2-16-2 and 2-16-7 of Chapter 2-16 relating to Public Ethics, and
2. Directing the City Attorney's office to prepare the Ordinance for First Reading at a future council meeting.

Report Narrative:

At its February 19, 2026 meeting, the Ethical Practices Board approved to submit the following amendments to Sections 2-16-2 and 2-16-7 of City Code relating to Public Ethics. Most of the amendments in these sections are simply changing department names or official titles from lower to upper case to signify the formality of the position or department. While reviewing the Ethics Code, the Board realized that City Agency was not properly defined. After much research and discussion, the Board voted on proposed language defining City Agency.

Section 2-16-7(e)(13) authorizes the Board to make recommendations to the Council for changes to chapter 2-16 which the Board believes would enhance the purposes of the Code of Ethics. The Ethical Practices Board respectfully requests the Council review and adopt the proposed amendments as outlined in the attachment.

Priorities & Foundational Principles:

Quality Services

Prior Legislative Actions & Community Engagement:

Ethical Practices Board meetings: January 15, 2026 and February 19, 2026

Alternative Action(s):

There are no alternative actions recommended at this time.

Prepared By:

Jody Houghton

Attachments:

Ordinance - Ethics Proposed Ordinance

Sec. 2-16-2. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Appointing authority means the ~~common council~~ Common Council, the ~~mayor~~ Mayor or any other person who appoints a person to a public position.

Appointing committee means the President of Rochester Community and Technical College, the Chancellor of the University of Minnesota Rochester and the highest ranking officer of the Olmsted County Bar Association not associated with the Rochester City Attorney's Office.

Board means the ~~ethical practices board~~ Ethical Practices Board.

City Agency means any board, commission, committee, trust, department or office of city government, whether elected, appointed or otherwise constituted, regardless of its sources of funding.

Official action means any act, action, approval, decision, denial, directive, disapproval, inaction, order, performance, nonperformance, recommendation, vote or other direct result of a public official's exercise of discretionary authority in connection with the public official's public position.

Public body means the ~~common council~~ Common Council , any ~~city agency~~ City Agency, board, commission, committee or other voting body authorized to act in any capacity on behalf of the city.

Public official means any member of the common council, any city agency, board, commission, committee, or other voting body, and any department head, employee, official, supervisor, volunteer or other person who is elected, appointed, employed, hired by contract or in any other manner authorized to act in any capacity on behalf of the city.

Public position means any elected, appointed or employed position that is authorized to act in any capacity on behalf of the city.

Voting body means the common council and any other city authority, board, commission, committee, council or group, regardless of whether its function is legislative, administrative, quasi-administrative or quasi-judicial or any combination thereof, which, in order to take any official advisory or final action, must act as a body on the basis of a vote of some or all of its members.

(Code 1965, § 13.011)

Sec. 2-16-7. Ethical practices board.

(a) There is hereby created an ethical practices board ("board"). The board will be composed of seven members who are residents of the city and shall serve without compensation.

(b) The board shall be appointed by the appointing committee. In making the appointments to the board, the appointing committee shall determine an application procedure and take the following steps:

(1) The city clerk shall notify the general public, nonpartisan, nonpolitical and nonprofit civic and community groups, colleges and universities, and neighborhood associations of the application procedure for those interested in applying for a position on the board.

(2) At least 30 days prior to making an appointment, the appointing committee shall submit the names of the finalists for the board to the mayor and common council for comment.

(3) Within 14 days of receiving the names, the common council shall hold a public hearing to solicit input from the public as to the finalists.

(4) The common council shall share the input received from the public hearing with the appointing committee. In turn, the appointing committee shall make the appointments to the board.

(c) The board shall be organized as follows:

(1) The chair, vice-chair and secretary of the board shall be elected by the membership from among its members.

(2) Initially, two members of the board will be appointed for a term of three years each. Two members of the board shall be appointed for a term of two years each. One member of the board shall be appointed for a term of one year. The two additional members appointed in 2017 shall be appointed for a term that expires April 30, 2019. All subsequent appointments will be made for three-year terms. All members shall serve until their successors have been appointed and qualified. The appointing committee may remove a board member for cause at any time during the board member's term of office.

(3) No member of the board may be an elected official, an appointed official, a city employee, related to a local official or city employee, a candidate for elected public office, a person who, for compensation, represents the private interests of others before the city council or mayor, or a paid campaign worker or political consultant of a current local official.

(4) The affirmative vote of at least three members of the board shall be required to decide any matter before the board.

(d) The board shall have jurisdiction to review and make findings concerning any alleged violation of this chapter by any public official. The board may not consider any alleged violation that occurred before the adoption of this chapter or more than one year before the date of the filing of a complaint.

(e) The board has the following powers:

(1) To establish, amend and repeal rules and procedures governing its own internal organization and operations in a manner and form consistent with this chapter.

(2) To administer oaths.

(3) To meet as often as necessary to fulfill its responsibilities.

(4) To request from the mayor and city council the appointment of such staff as is necessary to carry out the duties of the board.

(5) To make notifications, extend deadlines, conduct investigations, make findings of fact, conclusions of law and order, review allegations and conduct hearings as needed to decide specific cases in which a violation of this chapter is alleged.

(6) To report its findings regarding any complaint to the person's appointing authority and to the city administrator.

(7) To issue ethics opinions to public officials regarding the propriety of any matter within the board's jurisdiction.

(8) To prescribe and make available forms for use under this chapter.

(9) To conduct a preliminary investigation of a filed complaint, or of any circumstance or situation of which the board may become aware that appears to violate any provision of this chapter.

(10) To review, index, maintain on file and dispose of complaints.

(11) To ~~cooperate~~ collaborate with the ~~human resources department~~ Human Resource Department in the design of ethics education seminars, and to promote the city's ethics program and high ethical standards in city government.

(12) To review disclosure statements for completeness, consistency and accuracy, and to report its findings regarding those statements to the person's appointing authority and to the city administrator.

(13) To make recommendations for changes to the code of ethics or this chapter which the board believes would enhance the purposes of this chapter.

(14) Such other powers as are specifically granted in this chapter.

(f) The board shall prepare and submit an annual report to the mayor and the city council detailing the ethics activities of the board and the city during the prior year. The format of the report must be designed to maximize public and private understanding of the board and city ethics activities. The report may recommend changes to the text or administration of this chapter. The city clerk shall take reasonable steps to ensure wide dissemination and availability of the annual report of the board and other ethics information reported by the board.

(g) Should one or more members of the board recuse himself from the consideration of any matter brought to the board, the remaining board members or, should all board members recuse themselves, the city attorney may request the appointing committee to appoint temporary members to sit on the board in place of the recused members. The temporary members shall exercise all powers provided to the appointed board members only for the matter under consideration. The appointing committee shall respond to the request as it deems appropriate and in its sole discretion. If the appointing committee grants the request, it shall appoint temporary board members using any process the committee deems appropriate and necessary in light of the need for a timely resolution of the matter pending before the board.

(Code 1965, § 13.10; Ord. No. 4293, 4-10-2017)

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Recommendation of Rachel Fautsch as Transit & Parking Services Director

MEETING DATE:
March 16, 2026

ORIGINATING DEPT:
City Administration

AGENDA SECTION:
Consent Agenda

PRESENTER:
Ryan Yetzer

Action Requested:

Approving the recommendation of Rachel Fautsch as Transit and Parking Services Director, effective for the current pay period.

Report Narrative:

We are excited to recommend Rachel Fautsch be appointed as the permanent Transit and Parking Services Director, effective immediately. Ms. Fautsch has been serving as Interim Director of the Transit and Parking Services Department since October 30, 2025. During that time, Ms. Fautsch has demonstrated her ability to provide strategic leadership and direction for all activities that comprise the Parking & Transit Services Department.

Ms. Fautsch has provided leadership on the bid advertisement for management and operations of public transit services; spring service changes; evaluation of fleet reliability; and transit operations procurement. Additionally, Ms. Fautsch has developed strong working relationships with contracted service providers, affecting an increased level of accountability.

After a thorough recruitment process, Ms. Fautsch emerged as the top candidate. Ms. Fautsch's tenure with the City of Rochester as the Communications and Engagement Manager, as well as her experience with the City of Ocala, Florida make her well suited for the role. Ms. Fautsch's collaborative leadership approach, operational knowledge and broad organizational perspective will contribute meaningfully to the success of the Transit and Parking Services Department.

Priorities & Foundational Principles:

Quality Services
Fiscal Responsibility and Sustainability

Policy Considerations & DEI Impact:

This recommendation supports the strategic priority of Quality Services, which includes service delivery that is optimized, cost effective, and reflects our Foundational Principles.

Prior Legislative Actions & Community Engagement:

November 20, 2023: Council Meeting – Ordinance Amendment Establishing the Parking & Transit Services Department approved.
January 22, 2024: Council Meeting – First Reading of Ordinance Amendment Establishing the Parking & Transit Services Department

February 21, 2024: Council Meeting – Second Reading of Ordinance Amendment Establishing the Parking & Transit Services Department

Fiscal & Resource Impact:
This position is included in the current budget, and there is no financial impact to the City.

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

Prepared By:
Ryan Yetzer

Attachments:

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Amendments to Chapter 5-21 of the Rochester Code of Ordinances Relating to Mobile Food Units

MEETING DATE:
March 16, 2026

ORIGINATING DEPT:
City Clerk

AGENDA SECTION:
Consent Agenda

PRESENTER:
Christiaan Cartwright

Action Requested:

1. Approving proposed Ordinance amendments to the Rochester Code of Ordinances (RCO) Ch. 5-21 relating to Mobile Food Units; and
2. Directing the City Attorney's office to prepare an Ordinance for first reading on April 6, 2026.

Report Narrative:

The proposed ordinance aims to revise Chapter 5-21 of the Rochester Code of Ordinances to clarify regulations surrounding Mobile Food Units, align local standards with current operational practices, and enhance administrative efficiency for both operators and the City.

Firstly, the ordinance updates the definitions to clearly differentiate between two traditional Mobile Food Units types: Those that are readily movable and operate City-wide and those that elect to operate at a single location for an extended period of time. It also adds a definition for Temporary Mobile Food Units, providing a framework for further administrative processing. These revisions create clearer regulatory categories, which will help both operators and city staff ensure that each unit is reviewed according to the appropriate licensing and code framework.

Next, the ordinance changes the annual licensing period from April 1 through March 31 to May 1 through April 30. This adjustment is designed to better align with the actual operating patterns in Rochester. Many operators store their units over the winter and don’t retrieve or prepare them until March or later. By moving the expiration date to April 30, it makes renewals more manageable and reduces unnecessary hurdles for licensees trying to complete inspections and licensing requirements while their units are still in storage.

Additionally, the ordinance introduces a licensing process for Temporary Mobile Food Units. This new category is intended to accommodate mobile food units that come to Rochester for short-term operations, including operators traveling from other parts of Minnesota or from outside the state. Under the proposed regulations, these temporary units can operate under a simplified licensing process rather than the full annual licensure process. Importantly, this also protects the interests of local operators holding annual licenses by limiting applicants to no more than two temporary licenses per calendar year, each valid for up to 30 days of operation.

Lastly, the ordinance includes several clarifying amendments regarding inspections, fire safety, and the applicability of building codes. These changes emphasize that licensed units must remain road-legal wherever applicable, mandate annual inspections and permitting by the Rochester Fire Department, and clarify when units, connected utilities, or accessory structures must comply with the Minnesota State

Building Code and relevant permitting requirements. Together, these amendments improve clarity, enhance life-safety enforcement, and ensure that the ordinance reflects how mobile food units currently operate in Rochester.

Priorities & Foundational Principles:

Quality Services
Economic Vibrancy & Growth Management

Policy Considerations & DEI Impact:

The proposed amendments aim to enhance administrative convenience and regulatory accessibility for Mobile Food Unit operators. Feedback from the Office of the City Clerk indicates that many operators do not take their units out of storage until March, which makes the current licensing cycle challenging to manage. By revising the annual license term, we can make the renewal process more practical and better aligned with seasonal operations.

The introduction of a Temporary Mobile Food Unit license will also broaden access for operators from throughout Minnesota and the wider region who wish to conduct limited operations in Rochester without going through the full annual licensing process. This change acknowledges the transient nature of the mobile food industry and may encourage greater business participation, increase consumer choice, and provide more flexibility for events.

Additionally, the proposed ordinance takes a balanced approach by limiting temporary operations to a maximum of 60 days per calendar year, allowing no more than two temporary licenses. This safeguards the interests of local operators with annual licenses while still permitting limited entry for temporary vendors.

No adverse impacts on diversity, equity, and inclusion (DEI) are anticipated. The amendments are expected to enhance clarity, predictability, and access to licensing pathways for a variety of operators.

Prior Legislative Actions & Community Engagement:

City staff conducted multiple meetings with the Rochester Fire Department, Building Safety staff, and Olmsted County inspectors in November and December 2025 and January 2026 to review the proposed amendments and ensure coordination across the relevant regulatory functions.

A draft of the ordinance was sent to Mobile Food Unit licensees on February 4, 2026, requesting feedback. In addition, the Office of the City Clerk hosted a Mobile Food Unit Forum via Microsoft Teams on February 18, 2026, to provide operators with an opportunity to discuss the draft collectively and ask questions directly of City staff without needing to come in person.

Notice of the forum was sent directly to all 28 active Mobile Food Unit licensees in Rochester. A link and description for the forum were also posted on the Office of the City Clerk webpage so that members of the general public could also attend and provide comments.

No licensees or members of the public attended the forum, and no changes were proposed following this outreach.

Fiscal & Resource Impact:

There is no direct fiscal or resource impact to amending Rochester Code of Ordinances Chapter 5-21

Alternative Action(s):

No alternative actions are recommended at this time.

Prepared By:
Christiaan Cartwright

Attachments:
An Ordinance Amending Chapter 5- 21 for Mobile Food Units

CHAPTER 5-21. MOBILE FOOD UNITS

Sec. 5-21-1. Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Applicant means a person who applies for a mobile food unit license.

Council means the City of Rochester Common Council.

Licensee means a person who possesses a mobile food unit license.

Mobile food unit means a food and beverage service establishment that is a vehicle-mounted unit, either: ~~either motorized or trailered, and readily movable, without disassembling, for transport to another location for the purpose of vending; or a food and beverage service establishment that is a vehicle mounted unit, either:~~

(1) motorized or trailered, and readily movable, without disassembling, for transport to another location for the purpose of vending or;

(2) motorized or trailered, but not readily moveable and which operates more than 21 days annually at any one place.

Mobile food unit zone means the area of the city bounded by the following line: commencing at the center of the 4th Street bridge over Bear Creek; thence northerly along the centerline of Bear Creek to the center of the intersection of the Zumbro River; thence northerly along the centerline of the Zumbro River to Civic Center Drive Northeast; thence westerly along the centerline of Civic Center Drive to its intersection with Third Avenue Northwest; thence southerly along the centerline of Third Avenue Northwest to West Center Street; thence westerly on West Center Street to Sixth Avenue Northwest; thence southerly on Sixth Avenue Northwest to First Street Southwest; thence easterly on First Street Southwest to Third Avenue Northwest; thence southerly on Third Avenue Northwest to Seventh Street Southwest; thence easterly on Seventh Street Southwest to Second Avenue Southwest; thence southerly on Second Avenue Southwest to a point where Second Avenue Southwest intersects with Soldiers Field Drive; thence southerly along the centerline of Soldiers Field Drive to a point where it would intersect Ninth Street Southwest if Ninth Street Southwest were extended west of Broadway; thence easterly along that centerline to the centerline of the Zumbro River; thence northerly to the center of the Fourth Street bridge over the Zumbro River; thence easterly along the centerline of Fourth Street Southeast to the point of beginning.

Operator includes any person, firm, or corporation who owns, leases, contracts or in any other fashion permits a person to operate upon the city streets any mobile food unit for the purpose of vending, or the person driving or operating any such unit.

Temporary Mobile Food Unit: a food and beverage service establishment that is a vehicle-mounted unit, either motorized or trailered, and readily movable, without disassembling, for transport to another location for the purpose of vending and in operation within City limits for no longer than 30 days within a calendar year.

Vend or *vending* means offering food for sale from a mobile food unit on the city streets.

Zone means an area within the mobile food unit zone as identified in a mobile food unit zone map to be maintained on file in the office of the city clerk.

Zone permit means a permit for a specific date and time of operation for a mobile food unit within an identified zone obtained from the office of the city clerk.

(Code 1965, § 143A.01; Ord. No. 4277, 1-4-2017; Ord. No. 4373, § 1, 4-1-2019)

Sec. 5-21-2. License required.

(a) No operator shall vend from a mobile food unit anywhere in the city, including while on the public streets of the city, within or adjacent to city parks, or on private property inside the city limits unless a license to do so is obtained from the city. The fee for an annual license shall be established as part of the fee schedule adopted by the council, and shall entitle the operator to vend from one such vehicle for the period of ~~April 1~~ May 1 to ~~March 31~~ April 30 of the following year.

~~No city license shall be required for operation within the city solely as part of a special event or community festival, as defined by RCO Chapters 117 and 125B, or other events permitted by the park and recreation department or the Rochester Downtown Alliance under authority delegated by the common council.~~

(b) The city clerk shall issue an identification tag for each vehicle licensed hereunder which shall be displayed by the operator on the left rear portion of the vehicle.

(Code 1965, § 143A.02; Ord. No. 4373, § 2, 4-1-2019)

Sec. 5-21-3. Zone permit required.

No person shall operate a mobile food unit upon or over a public street, alley, or public right-of-way in certain identified zones within the mobile food unit zone unless the person has obtained a permit to do so. Permits will be issued for specific dates and locations of operation within identified zones by the office of the city clerk. The zone permit fee for a mobile food unit shall be established as part of the fee schedule adopted by the council.

(Code 1965, § 143A.03; Ord. No. 4373, § 3, 4-1-2019)

Editor's note(s)—Ord. No. 4373, § 3, adopted April 1, 2019, amended § 5-21-3 and in so doing changed the title of said section, as set out herein.

Sec. 5-21-4. License application and approval.

(a) Application for a mobile food unit license shall be made to the city clerk. The city clerk may require such information on the application as it deems reasonable and necessary including but not limited to the following:

(1) Name and address of the applicant, and if the applicant is a corporation, LLC, or partnership, the name and contact information of the primary operator to be responsible for the MFU;

(2) If all food storage and preparation does not take place within the MFU, the name and address of an approved commercial supply source and affiliated licensed food establishment in the county must be provided. If the licensed food establishment is not owned or operated by the applicant, the applicant shall provide written proof of consent from the establishment's owner to use the facility for food preparation, storage, and cleaning;

(3) A description of the preparation methods and food product offered for sale, including the intended menu, display, and distribution containers;

(4) The anticipated volume of food to be stored, prepared, and sold;

(5) Proof of an approved current transient food service plan review application with Olmsted County and copies of all licenses or permits required by the state health department or Olmsted County Public Health;

(6) A signed statement that the applicant will defend, indemnify, and hold the city harmless from any and all claims for damage to property or injury to persons which might result or arise out of the applicant's operation of a mobile food unit as permitted by this chapter;

(7) A certificate of insurance showing the applicant has obtained liability, food products liability, and property damage insurance ~~that will protect the applicant, property owners, and the city from all claims for damage to property or bodily injury, including death~~, which may arise from the applicant's operation of a mobile food unit. This insurance shall provide coverage of not less than $1,000,000.00 per occurrence. The policy shall further provide that it may not be cancelled except upon 30 days' written notice filed with the city clerk. No license issued under this chapter shall be valid at any time the insurance required by this clause is not maintained and evidence of its continuance is on file with the city clerk. A certificate of insurance shall contain an acknowledgement signed by the insurer that prior to modification, cancellation or termination of the subject policy, written notice shall be sent to the city clerk by said insurance company.

(8) An inspection report required by section 143A.06.

(Code 1965, § 143A.04; Ord. No. 4373, § 4, 4-1-2019)

Sec. 5-21-5. Equipment required for a mobile food unit.

(a) ~~In addition to other equipment required by law, every mobile food unit shall be equipped with:~~

~~(1) A convex mirror mounted on the front so the operator in his normal seating position can see the area in front of the vehicle obscured by the hood; and,~~

~~(2) An audible alarm which is activated when the vehicle is in motion backwards.~~

~~(3)~~ Fire extinguishers required. A minimum of one portable fire extinguisher with a minimum fire suppression rating of 2A:10B:C shall be properly installed. In addition to any other fire extinguisher required by the code, a listed class K portable fire extinguisher shall be properly mounted and available for immediate use in any mobile food unit using vegetable oils or animal fats for deep fat frying. Portable fire extinguishers shall be maintained in accordance with the requirements of the code.

(b) Additional fire safety requirements.

(1) *Training required.* Mobile food unit workers shall be trained in the use of the required portable fire extinguishers, any fire protection systems installed in the mobile food unit, proper method for shutting off fuel sources, the procedure for notifying the fire department in case of emergency, and the procedure for performing a simple leak test on cooking gas connections where used.

(2) Fuel Systems. ~~*Liquid propane (LP) gas systems.*~~ Where provided for use within the Mobile Food Unit, the fuel system~~ LP gas system of a mobile food unit~~ shall comply with the most recently adopted version of the Minnesota State Fire Code~~. A simple leak test shall be performed any time an exchangeable cylinder is replaced and documentation of the leak tests shall be maintained for review by the fire department. A listed LP gas alarm shall be installed within the vehicle, in the vicinity of LP gas system components in accordance with the manufacturer's instructions. The main shut-off valve on~~

~~any cylinder shall remain easily accessible and unobstructed at all times during operation. A flexible connector shall be used between the regulator outlet and any fixed piping system.~~

~~Portable gas cylinders shall be properly secured and remain upright at all times. LP gas cylinder valves shall be closed except when the cooking equipment is in use.~~

(3) *Engine driven power sources.* Exhaust from engine-driven power sources including stationary mobile food units shall be directed away from all buildings, and other mobile food units and operations. A separation of at least ten feet from any openings or air intakes and any means of egress shall be maintained. An engine driven power source shall be separated from the public by a physical guard, fence or enclosure.

(4) *Refueling of engine driven power sources.* Refueling shall be performed during non-operating hours of the mobile food unit. No refueling of a portable engine drive power source may be performed unless the engine is shut off and the engine surfaces are cool to the touch.

(5) *Electrical power.* Generators, and extension cords used by mobile food units shall comply with the code. Electrical appliances, fixtures, equipment and wiring contained within or connected to a mobile food unit shall comply with NFPA 70, National Electric Code.

(6) *Solid fuel use.* Wood, charcoal, or other solid fuels used by mobile food units shall not be stored above any heat-producing appliance or vent, within three feet of any cooking appliance, near any combustible or flammable liquids, ignition sources, chemicals, food supplies or packaged goods, near removed ashes, cinders or other fire debris, or in the path of ash removal. Ash, cinders and other fire debris shall be removed from the firebox at least once per day. Ash, cinders, and other removed fire debris, shall be placed in a closed metal container.

(Code 1965, § 143A.05; Ord. No. 4373, § 5, 4-1-2019)

Editor's note(s)—Ord. No. 4373, § 5, adopted April 1, 2019, amended § 5-21-5 and in so doing changed the title of said section, as set out herein.

Sec. 5-21-6. Inspection.

(a) ~~Prior to the initial use and operation of a mobile food unit, the unit shall be thoroughly examined and inspected by a certified mechanic and found to comply with all standards of safety prescribed by the laws of the state or the city. An inspection report showing that a mobile food unit has met the standards of safety prescribed by law must be presented to the city clerk at the time of license application. Evidence of the mechanics certification is also required.~~

(b) ~~Every mobile food unit licensed pursuant to this chapter shall be inspected from time to time and at least annually by a certified mechanic to ensure the continued maintenance of safe operating conditions. The operation of any mobile food unit which fails to meet the standards of safety established by laws shall be discontinued until such time as the deficiency is eliminated~~. ~~Vehicle must be road legal. Look into state staute 169.~~

~~(c)~~ Every mobile food unit licensed pursuant to this chapter must also be inspected and permitted annually by the Rochester Fire Department to ensure continued maintenance and safe operations.

(Code 1965, § 143A.06)

Sec. 5-21-7. Zones of operation.

An operator may vend in the mobile food unit zone subject to those restrictions and limitations identified in the mobile food unit zone map ~~on file in the office of the city clerk.~~ Within any zone, an operator shall not setup or move a mobile food unit between 7:00 a.m., and 9:00 a.m., or between 4:00 p.m., and 5:30 p.m.

(Code 1965, § 143A.07; Ord. No. 4373, § 6, 4-1-2019)

Sec. 5-21-8. Restrictions on vending activity.

(a) All mobile food vehicles, and operating anywhere in the City of Rochester shall comply in all respects with all requirements of state law, including but not limited to Minnesota Rules Chapter 1315, Chapter 1346, and Chapter 4626, and any requirements found in any other law, statute, rule, resolution, ordinance or regulation of any kind and the following:

(1) All foods, beverages, and ice must be obtained from an approved commercial source. Food cannot be stored or prepared in a home. Any food preparation or food storage done off-site must be accomplished at a food establishment location licensed by Olmsted County.

(2) The operator shall vend only when the mobile food unit is lawfully stopped.

(3) The operator shall vend only from a mobile food unit legally parked on any street by vending to the sidewalk side of the street, while parked parallel to the curb.

(4) The operator shall not vend to any person standing in the roadway.

(5) Hours of operation shall be limited to the hours between 6:00 a.m. and midnight, except for within the specifically designated late night zone. The hours of operation for mobile food units located within 300 feet of a residential building or a mixed-use building with a residential component shall be limited to being between 7:00 a.m. and 10:00 p.m. Unless on private property, no approved mobile food unit vehicle shall be left unattended nor remain at an authorized operating location outside of these allowed hours of operation.

(6) The operator shall not vend within 150 feet of the property line of an established restaurant located outside of a mobile food unit zone, unless the operator has obtained the written consent of the proprietor of the restaurant. The written consent must accompany the license application. No person or corporation shall either pay or accept payment for the written consent provided herein.

~~(7) Each mobile food unit must be able to provide its own water and electricity.~~

~~(8) No power cable, cord, equipment, or any utility hose, may extend from the mobile food unit.~~

~~(9)~~(7) No operator shall use or maintain any outside sound amplifying equipment, televisions or similar visual entertainment devices, lights, or noisemakers, such as bells, horns, or whistles.

~~(10)~~(8)No operator shall use external signage, bollards, seating, or any other equipment not contained within the vehicle.

~~(11)~~(9)Within a zone, a licensee must comply with all posted parking restrictions as well as those parking restrictions applicable for that zone as identified in the mobile food unit zone map. Outside a zone, a licensee must comply with all posted parking restrictions. For purposes of this clause, the term "parking restrictions" does not include a parking meter fee or charge.

~~(12)~~(10)The operator of a mobile food unit shall not back the vehicle to vend or attempt to vend.

~~(13)~~(11)All waste liquids, garbage, litter and refuse shall be kept in leak proof, nonabsorbent containers which shall be kept covered with tight-fitting covers and properly disposed of. No waste liquids, garbage, litter or refuse shall be dumped or drained into sidewalks, streets, gutters, drains, trash receptacles, or any other place other than the mobile food unit. The garbage receptacle shall be easily accessible for customer use. The licensee shall be responsible for all litter and garbage left by customers.

~~(14)~~(12)The operator must comply with the Minnesota Food Code.

~~(15)~~(13)Public seating within a mobile food unit is prohibited.

~~(16)~~(14)A mobile food unit shall maintain a separation distance of at least ten feet from the closest point of the mobile food unit to any building, structure, vehicle, fire hydrant, and any combustible materials. A clear lane of a minimum of ten feet shall be maintained on any side of a parked and operating mobile food unit adjacent to a street or fire apparatus access road to allow passage of an emergency vehicle.

~~(17)~~(15)Obstruction prohibited. A mobile food unit shall not obstruct access to a fire lane, fire apparatus access road, means of egress from a building or public space, or a fire department connection.

(16) Structures that are not readily movable and/or that do not have a current Minnesota motor vehicle license plate, or a Mobile Food Unit License shall comply with the Minnesota State Building Code for buildings of permanent construction and are required to obtain all permits as applicable.

(17) Mobile food units (MFU) that are connected to sewer, water, fuel gas or electricity shall comply with the Minnesota State Building Code and are required to obtain all permits as applicable.

(18) Accessory structures serving or appurtenant to mobile food units (MFU) are required to comply with the Minnesota State Building Code and obtain all permits as applicable.

Sec. 5-21-9. Temporary Mobile Food Unit.

(a) No operator shall vend from a temporary mobile food unit anywhere in the city, including while on the public streets of the city, within or adjacent to city parks, or on private property inside the city limits, unless a license to do so is obtained from the city. The fee for a temporary mobile food unit license shall be established as part of the fee schedule adopted by the council.

(b) All temporary mobile food units must complete an application form as provided by the City Clerk.

(c) All temporary mobile food units are subject to inspection by the Rochester Fire Department and expected to retain equipment required by a mobile food unit as outlined in this Chapter.

(d) The City shall not issue more than two temporary mobile food unit licenses per applicant within a calendar year. Any applicant seeking additional time within City limits must obtain an annual license.

Sec. 5-21-~~9~~.10 Penalty.

Any person, firm or corporation violating any provision of this chapter shall be guilty of a misdemeanor and a separate offense shall be deemed committed on each day during or on which a violation occurs or continues.

(Code 1965, § 143A.09)

Sec. 5-21-~~10~~.11 License suspension, revocation and denial.

(a) Any license issued by the city pursuant to the provisions of this chapter may be suspended, revoked or placed on probation or, in connection with the application or renewal of a license, denied upon a finding that the licensee:

(1) Failed to comply with any applicable state law, city ordinance, state food code, or state or county health regulation relating to a mobile food unit;

(2) Failed to possess any license, permit, or approval from any state or county authority needed in order to legally operate the mobile food unit within the state or county;

(3) Violated any provision of this chapter;

(4) Failed to comply with any condition set forth in the license, set forth in a council action regarding the license, or set forth as part of the placement of the license on probation;

(5) Allowed the mobile food unit business to be operated or maintained in a way that unreasonably annoyed, endangered or injured the safety, health, morals, comfort or repose of any considerable number of members of the public; or

(6) Provided false or misleading information on the application.

(b) Whenever it appears to the council that adequate grounds may exist for the suspension, revocation or imposition of probation of a license, the council shall by resolution specify the nature of the alleged grounds and order that a hearing on the matter be held as provided below.

(c) No such suspension, revocation or probation shall be effective until the licensee has been afforded an opportunity for a hearing after reasonable notice. The notice shall state the time, place and issues to be addressed. All parties will be afforded an opportunity at the hearing to present evidence and argument concerning the issues.

(d) Upon a finding that the licensee has violated any such statute or ordinance, the council may:

(1) Suspend the license for up to 60 days;

(2) Revoke the license; or

(3) Place the license on probation for a stated time period. The council may impose conditions upon the license during the time of probation.

(Code 1965, § 143A.10)

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Public Safety Funds to Purchase Used Aerial Fire Apparatus

MEETING DATE:
March 16, 2026

ORIGINATING DEPT:
Fire Department

AGENDA SECTION:
Consent Agenda

PRESENTER:
Christopher Ferguson

Action Requested:
Adopting a Resolution authorizing the use of Public Safety funds to purchase a used aerial fire apparatus.

Report Narrative:
RFD is requesting authorization to purchase a used aerial fire apparatus for an amount not to exceed $200,000. This funding will support the purchase, inspection and outfitting of the apparatus. The current aerial fire apparatus is 29 years old, with14,813 operational hours. This aerial apparatus requires extensive repairs to the two hydraulic cylinders to operate the aerial ladder, metal replacement in the torque box to repair the rust holes and replacement of the critically vital, frame rails for the apparatus. The engine requires additional repairs / replacement parts to address leaks in the oil and coolant systems. Cost estimates for these extensive repairs are more than $120,000 - $140,000.

Priorities & Foundational Principles:
Public Safety
Fiscal Responsibility and Sustainability

Policy Considerations & DEI Impact:
Approval of this request aligns with the City's commitment to public safety, effective emergency response and employee safety as this request is for the direct replacement of aged equipment.

Prior Legislative Actions & Community Engagement:
March 2, 2026: Council Meeting Adopting a Resolution Authorizing a Budget Amendment for the Public Safety Aid.
November 18, 2024: Council Meeting - Adopting a Resolution authorizing allocation of Public Safety Aid Investments Funds.
January 17, 2024: Study Session - Public Safety Aid Recommendation (Agenda Item A1).
February 5, 2024: Council Meeting - Approval of Public Safety Aid Phase 1 Recommendations.

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

Alternative Action(s):

If this request is denied, the Fire Department will be forced to continue using and repairing the aerial fire apparatus beyond its life expectancy. This approach could lead to potential violations of safety standards and potentially compromising firefighter safety. Additionally, the fire department will need to seek additional funding from the general fund in the future to replace the aerial fire apparatus.

Prepared By:

Jeff Leland

Attachments:

Resolution - RFD Purchase of Used Fire Apparatus

RESOLUTION

Authorizing the Use of Public Safety Funds to Purchase Used Aerial Fire Apparatus.

WHEREAS, the current reserve aerial apparatus is 29 years old and requires extensive repairs totaling $ 120,000 - $140,000 having greater than 14813 operating hours,

WHEREAS, investing in repairs for an aged fire apparatus is not cost effective,

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Rochester, MN that approves the expenditure of up to $200,000 for inspection, purchase, and outfitting of a used aerial fire apparatus.

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

2026-2027 Minnesota GreenCorps Member Application

MEETING DATE:
March 16, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Kayla Betzold

Action Requested:

Adopting a Resolution acknowledging the City's support and sponsorship of an application to the Minnesota Pollution Control Agency to host a Minnesota GreenCorps member for the 2026-2027 program year.

Report Narrative:

The Minnesota GreenCorps program, coordinated by the Minnesota Pollution Control Agency (MPCA), is an AmeriCorps initiative that places service members with local governments and nonprofits to support projects that improve water quality, air quality, and environmental stewardship through data analysis, community engagement, and education. The City has successfully hosted GreenCorps members in the past, leveraging their support to expand public engagement, enhance City programs, and strengthen community partnerships. For the 2026–2027 program year, the City is applying to host a GreenCorps member within Public Works – Environmental Services to expand capacity for stormwater resilience, community environmental education, and environmental data analysis.

Stormwater-related activities would focus on watershed protection and green infrastructure efforts within the Cascade Creek drainage area, including support for stormwater best management practice inventories, community green infrastructure activities, and outreach related to chloride reduction and Smart Salting practices. The remaining portion of the member's service would focus on community environmental education and program evaluation activities that complement existing Public Works initiatives. This work will include supporting outreach, participation tracking, and data collection for initiatives such as Healthy Home Helpers and the Air Quality Alliance, as well as assisting with community education and outreach events throughout the year to expand public awareness and engagement in environmental stewardship.

The GreenCorps program provides an 11-month, full-time service member to support local environmental initiatives while receiving professional training and mentorship, offering a cost-effective way to expand the City's environmental stewardship efforts.

Priorities & Foundational Principles:

Responsible Environmental Stewardship

Policy Considerations & DEI Impact:

This initiative supports strategies outlined in the City's Comprehensive Surface Water Management Plan, which is scheduled to be finalized before the position begins. The GreenCorps member will assist with

stormwater education, green infrastructure outreach, and community engagement activities that help protect water quality and strengthen watershed resilience. The position also supports goals in the Sustainability and Resiliency Community Work Plan, including expanding community awareness of environmental health resources and local environmental data. Outreach efforts will prioritize accessibility and engagement with historically underrepresented communities to broaden participation in environmental education and stewardship initiatives.

Prior Legislative Actions & Community Engagement:

March 3, 2025: Council Meeting - Approval of 2025-2026 GreenCorps Host Site Application. Rochester was not selected as a host site for this program year.

The City has successfully hosted GreenCorps members in the past, with demonstrated success in expanding stormwater and sustainability outreach and program capacity. This application builds upon that experience while broadening the scope to include measurable outcomes in water quality, air quality, and environmental stewardship.

No community engagement is associated with the application.

Fiscal & Resource Impact:

The Minnesota GreenCorps program covers the full cost of the member's stipend and health insurance, requiring no direct salary or benefits contribution from the City and making this a cost-effective way to expand the City's environmental stewardship efforts. The City's in-kind contribution includes providing office space, internet access, a computer, and other office supplies estimated at $1,500 per year. Funding will be shared equally between the Stormwater Operations and Sustainability Operations budgets. The Environmental Services Division will integrate the GreenCorps member into existing programs, with the Sustainability Coordinator and Stormwater Education Specialist providing approximately three hours per week of combined supervision, training, and mentorship.

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:

Kayla Betzold

Attachments:

Exhibit - 2026-2027 GreenCorps Overview

Resolution - Application for GreenCorps Member

2026-2027 City of Rochester GreenCorps Application Overview

If awarded a Minnesota GreenCorps member for the 2026–2027 program year, the City of Rochester will host a full-time member within Public Works – Environmental Services to support priority stormwater, environmental health, and community education initiatives. The GreenCorps member will expand the City's capacity to implement environmental programming, analyze participation data, and strengthen public education and outreach that support environmental stewardship and community resilience.

Approximately 50% of the member's time will focus on stormwater-related projects within the Cascade Creek Drainage District, including Cascade Creek, an impaired stream that flows to the South Fork Zumbro River and serves as an important recreational and environmental corridor in Rochester. The member will assist with inventorying and assessing existing stormwater best management practices (BMPs) and managing associated data for green infrastructure and stormwater facilities. Using resources such as the Minnesota Stormwater Manual and tools such as the MIDS calculator, the member will help quantify environmental benefits, identify maintenance needs, and evaluate opportunities for improvement.

The member will also assist with rain garden maintenance, tree planting events, invasive species removal, and other green infrastructure activities that improve water quality and climate resilience. To support future planning, the member will engage the community to gather input on potential projects within boulevards and other public spaces that address localized flooding concerns. The member will also support outreach related to chloride reduction and Smart Salting best practices to reduce winter maintenance impacts on local waterways.

The remaining 50% of the member's service will support community environmental education and program evaluation activities that complement existing Public Works initiatives. This work will emphasize participation tracking, data analysis, and behavior change education that helps residents understand actions that protect water and air quality and improve environmental health.

Approximately 25% of service time will support program evaluation for the Healthy Home Helpers initiative. The member will conduct pre- and post-program surveys and compile data collected through home assessments, including housing characteristics, installed

efficiency measures, and program participation, to evaluate program outcomes. This analysis will help quantify estimated greenhouse gas reductions and improvements in home environmental health while strengthening participation tracking and program evaluation.

Approximately 15% of service time will support the Air Quality Alliance (AQA) through data analysis and public communication of local air quality information. The member will analyze air quality trends and seasonal patterns, support enhancements to the public data dashboard and visualizations, and help translate technical monitoring data into accessible information that improves transparency and public understanding of local air quality conditions.

An additional 10% of service time will support broader environmental education and outreach activities, including community events, workshops, and educational campaigns. The member will assist with outreach materials and participant surveys to measure environmental literacy and behavior change.

Overall, the GreenCorps member will expand Rochester's capacity to deliver measurable environmental outcomes, strengthen data-informed program evaluation, and deepen community engagement in environmental stewardship. This position aligns with Minnesota GreenCorps performance measures related to water quality protection, environmental education, air quality awareness, and behavior change, while supporting the City's broader environmental stewardship goals.

RESOLUTION

Adopting a Resolution Authorizing Support of Application to the Minnesota Pollution Control Agency to Host a GreenCorps Member for the 2026-2027 Program Year

WHEREAS, the Minnesota GreenCorps program, coordinated by the Minnesota Pollution Control Agency (MPCA), seeks to preserve and protect Minnesota's environment while training a new generation of environmental professionals; and

WHEREAS, the Minnesota GreenCorps program places AmeriCorps members with host site organizations to assist communities in increasing resilience to climate change; and

WHEREAS, Minnesota GreenCorps members serve full-time for 11 months to implement environmental projects that support local sustainability efforts, improve environmental quality, and engage the community in climate action; and

WHEREAS, if the MPCA selects the City of Rochester, the organization is committed to implementing the proposed project as described in the host site application, and in accordance with a pre-scoped position description; and

WHEREAS, there are no obligations for the City of Rochester until it enters into a host site agreement with the MPCA that identifies the terms, conditions, roles and responsibilities; which will be brought to the Council for approval should the City's application be selected.

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

1. The City of Rochester is authorized to apply to host a Minnesota GreenCorps member for the 2026-2027 program year.
2. The City commits to supporting the Minnesota GreenCorps member's service by providing the necessary resources and supervision to ensure successful project implementation.

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 Certification of Contributions Related to the Destination Medical Center Development

MEETING DATE:
March 16, 2026

ORIGINATING DEPT:
Finance Department

AGENDA SECTION:
Consent Agenda

PRESENTER:
Brian Anderson

Action Requested:

Authorizing the submittal of the Certification of Contributions form related to the Destination Medical Center (DMC) development for the 2025 calendar year to the Department of Employment and Economic Development.

Report Narrative:

By April 1 of each year, the City must certify to the Commissioner of the Department of Employment and Economic Development (DEED) the unaudited matching contributions made in the previous calendar year for the Destination Medical Center (DMC) development. The City may revise the certification based on audit adjustments prior to June 1.

To receive the State funding based on the qualified expenditures, the City has to match each $2.55 of State funding with $1 of local matching contributions. The State funding is received by September 1 of each year. From 2013 through 2025 the City has certified $72,972,104 in matching contributions which would be equal to an equivalent amount of $201,752,625 in General State Infrastructure Aid (GSIA) payments to the City. However, the maximum cap of a GSIA payment per year is $30,000,000. In addition, the payment needs to be matched by qualified expenditures. At this point, the City's matching contributions are ahead of the amount of GSIA that will be owed to the City based on the number of qualified expenditures. The City received $29,837,661 in GSIA funding in 2025 and is projected to receive $15,687,547 in 2026.

Throughout 2025, the cumulative total private expenditures were $1,815,826,415, with the “qualified expenditures” being $1,615,826,415. The City qualified for $30,000,000 in State General Infrastructure Aid (GSIA) in 2025, bringing the total GSIA received to $186,078,867. The Destination Medical Center Corporation (DMCC) Executive Committee Board is scheduled to certify the qualified private expenditures for 2025 at their March 13, 2026, meeting.

The City team requests that Council approve the submission of the attached Certification of Contributions report, with approval for the team to adjust the figure as needed per final audited financials before June 1 of this year, in the amount of $6,189,856 for the calendar year 2025.

For 2025, the City is reporting $4,948,292 in eligible transit expenses, which qualify it for $7,422,438 in State Transit Aid. The maximum amount of transit aid the City can receive annually is $7,500,000.

Priorities & Foundational Principles:

Economic Vibrancy & Growth Management

Policy Considerations & DEI Impact:
The annual operating budget of the DMCC and the Capital Improvement Plan is reviewed and approved by Council, ensuring that it aligns and is consistent with Council's strategic goals. The DMC initiative supports diversity, equity, and inclusion in the work and projects being carried out.

Prior Legislative Actions & Community Engagement:
The City is required to annually certify to DEED the matching contributions made in the previous calendar year regarding the DMC development.

Fiscal & Resource Impact:
General State Infrastructure Aid received can only be used for capital costs related to qualifying public infrastructure projects located within the DMC district. State Transit Aid can only be used for transit costs.

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

Prepared By:
Brian Anderson

Attachments:
Exhibit - City Certification Form 2025

Certification of Contributions
City of Rochester

For Calendar Year 2025

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 2025, 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]		$ 6,189,856.04	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)		$ 15,784,132.90	2

Cumulative City General Aid Contributions

Cumulative Previous Contributions		$ 72,972,104.18	3
Contributions This Year	From Box 1	$ 6,189,856.04	4
Cumulative Contributions as of 12/31/2025	Add Box 3 and Box 4	$ 79,161,960.22	5
Cumulative State Aid Qualified for as of 12/31/2025		$ 201,752,625.17	6
State GSIA expended this year		$ 10,397,802.22	7

TRANSIT AID

Transit Aid Contributions Reported this Year

Transit Aid Contributions Reported This Year by the City of Rochester[1,2]		$ 4,948,292.00	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	$ 7,422,438.00	9

Cumulative City Transit Aid Contributions

Cumulative Previous Contributions		$ 14,943,482.00	10
Contributions This Year (from Box 8)	From Box 8	$ 4,948,292.00	11
Cumulative Contributions as of 12/31/2025		$ 19,891,774.00	12
Cumulative State Aid Qualified for as of 12/31/2025	Add Box 12 multiplied by 1.5	$ 29,837,661.00	13
State Transit Aid expended this year		$ -	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 _____ Date _____

City Administrator, City of Rochester _____ Date _____

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

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

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Bid Advertisement – 65th St NW and Fairway Dr Roundabout Project - Project No. J7355

MEETING DATE:
March 16, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:

Authorizing the advertisement for bids for the 65th St NW and Fairway Dr Roundabout Project - Project No. J7355.

Report Narrative:

The 65th St NW and Fairway Dr Roundabout Project is planned for construction in 2026 (Project No. J7355).

During the design phase of the 65th St NW reconstruction project, Public Works identified a sight line concern at the intersection of 65th St NW and Fairway Dr NW. Public Works provided comments regarding the concern to the design consultant, SRF, but the issue was not fully addressed in the final design. As a result, the roadway was constructed without meeting the required sight line standards at this location.

Following consultation with SRF, Public Works recommended construction of a mini roundabout at the intersection of 65th St NW and Fairway Dr NW. The mini roundabout project enhances overall safety by slowing traffic, which can reduce the severity and likelihood of crashes; reduce the number of potential conflict points at that intersection from 32 down to 8; and improve pedestrian safety.

Given the design error, SRF agreed to participate in a solution. In lieu of monetary compensation proportional to the additional work that would have been required to address the sight line concern, Public Works and SRF negotiated use of SRF's professional services to support several priority projects, including the design of this project.

State Aid final plan review is in progress for the project as of March 2026. To keep the project schedule on track, a bid opening date will be finalized once final plans are approved by the State Aid unit at MnDOT. Bids will then be published in accordance with this Council action.

Priorities & Foundational Principles:

Fiscal Responsibility & Sustainability
Public Safety

Policy Considerations & DEI Impact:

The proposed project is consistent with the City's Complete Streets Policy. A single-lane roundabout is the safest option and will help the City reduce speeds on the corridor, creating a safer intersection for all

users. The single-lane roundabout will satisfy the traffic service standards identified in the City's Engineering Standards, both with existing traffic volumes and expected future development near the intersection.

Prior Legislative Actions & Community Engagement:

February 23, 2022: Council Meeting - Contract Award for 65th ST NW Reconstruction Projects - Project No. J9852 and J9853
August 18, 2025: Council Meeting - Contract with SRF Consulting Group for Professional Services for 65th St NW and Fairway Dr Design, 51st St NW Traffic Calming Design, Civic Center Dr Intersection Control Evaluation Report, and 55th St NW and 50th Ave NW Intersection Control Evaluation Report

Fiscal & Resource Impact:

The Engineer's Estimate for the construction of a mini roundabout at the intersection of 65th St NW and Fairway Dr NW is $772,363.85. This estimate includes both engineering costs and construction contingencies totaling $154,472.77. The mini-roundabout project, while not currently in the CIP, would be funded through Municipal State Aid (MSAS) funds and will require Council action to proceed to construction. The City's MSAS account contains adequate funds to support this project and others planned with MSAS funds in the Capital Improvement Plan (CIP).

Alternative Action(s):

No alternative actions recommended at this time.

Prepared By:

Kate Samuelson

Attachments:

Map - J7355 RCA Project Location



Path: B:\DSI\Public Works\PROJECTS\J-PROJ\J7355\Design\GIS\Maps\RCA_Project_Location_Map.aprx

65th St NW and Fairway Dr Roundabout Project - J7355

CITY OF ROCHESTER MINNESOTA

N

0 125 250

Feet

Project Location

Parcel Boundary

Map Created Mar 04, 2026

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

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

F.11

REQUEST FOR ACTION

Bid Advertisement - Reconstruction of Superior Dr NW from 26 ST NW to 28 ST NW and 26 ST NW from Superior Dr NW to West Circle Dr NW - Project No. J7352

MEETING DATE:
March 16, 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 April 21, 2026, at 11:00 a.m. for Reconstruction of Superior Dr NW from 26 ST NW to 28 ST NW and 26 ST NW from Superior Dr NW to West Circle Dr NW - Project No. J7352.

Report Narrative:

Superior Drive NW was built in the early 2000s and is now due for scheduled pavement maintenance. During project planning, the City identified several areas where the pavement has developed "tenting," a condition caused by drainage issues beneath the roadway. This has created a bumpy driving surface in certain locations. Because of these underlying drainage concerns, a standard mill and overlay would not correct the street's condition issues.

To address this, a portion of Superior Drive NW will be reconstructed to improve drainage and provide a smoother, longer-lasting roadway. The existing curb, gutter, and sidewalk will remain in place, with spot repairs as needed.

The project will also include pedestrian safety improvements at the 26th Street NW Intersection, 28th Street NW intersections, and near Badger Ridge Park. These upgrades will include constructing new curb ramps and curb extensions. The curb extensions will shorten crossing distances and provide traffic calming along the corridor.

Other sections of Superior Drive NW not exhibiting tenting, extending from 19th Street NW to Valleyhigh Road and 28th St NW from Superior Dr NW to West Circle Dr NW, will still receive a mill and overlay as originally planned. This work is part of the annual mill and overlay contract J115.

Priorities & Foundational Principles:

Public Safety
Fiscal Responsibility and Sustainability

Policy Considerations & DEI Impact:

This project supports ADA Transition, Complete Streets, and City asset management goals. This project will provide new traffic calming measures along the corridor. Curb extensions and reconstructed pedestrian ramps will be constructed at 26th Street NW, 28th Street NW, and near Badger Ridge Park.

Currently, these east-west crossings do not exist. The curb extensions will shorten the crossing distance for pedestrians as well as provide additional connectivity throughout the corridor.

This project supports street maintenance goals of maintaining a PCI score of greater than 70.

Prior Legislative Actions & Community Engagement:

December 1, 2025: Council Meeting - Adopted 2026-2031 Capital Improvement Plan
(Future) March 24, 2026: Planned Neighborhood Meeting

Fiscal & Resource Impact:

This project will be funded with Local Sales Tax. The estimated construction cost, including 30% engineering, interest, and contingency costs (EICs), is $2,000,000.

The estimated construction cost of the mill and overlay outside of the reconstruction portions on Superior Drive NW is $200,000. This cost was included in the J115 Overlay Project.

Alternative Action(s):

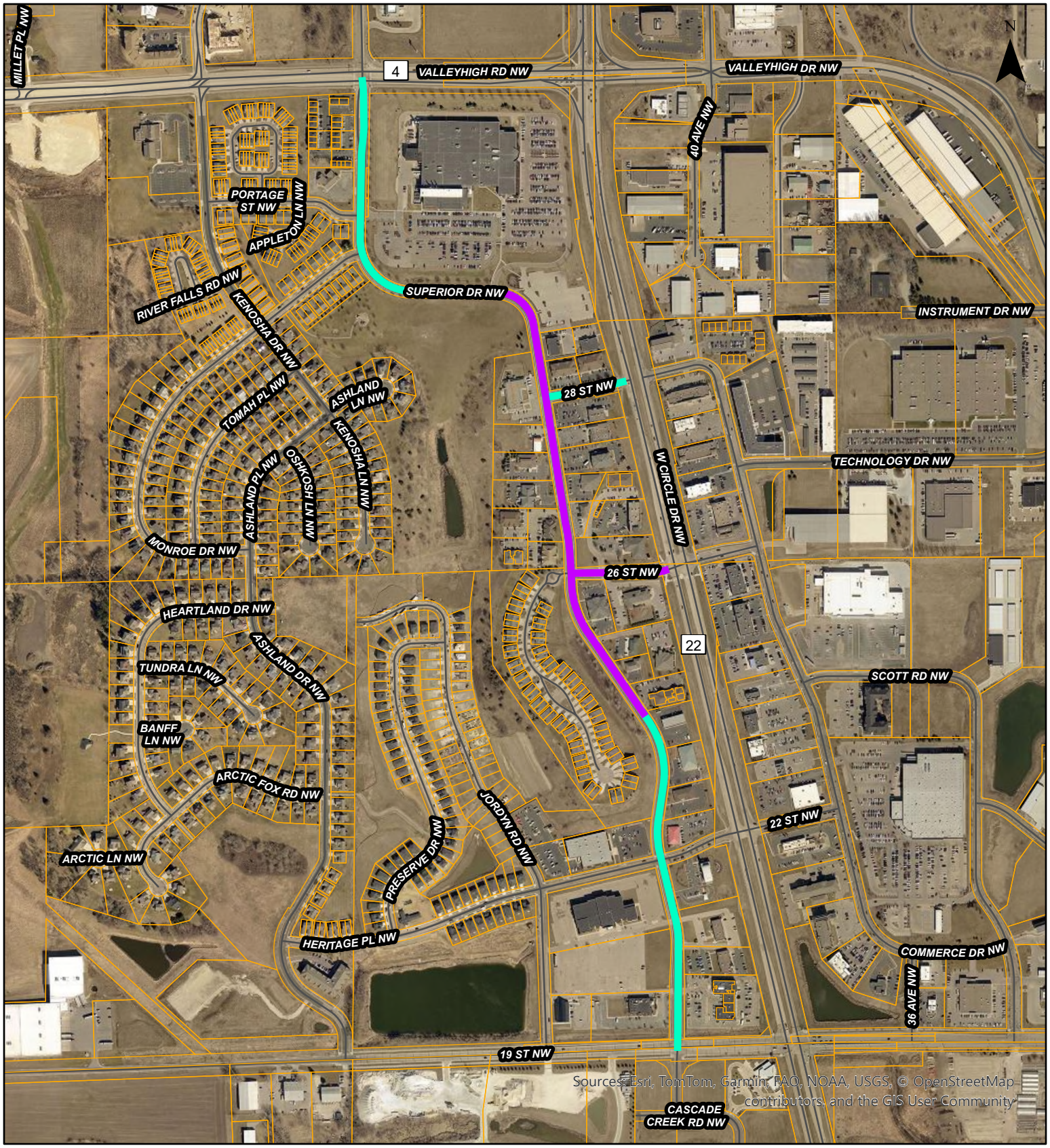
No alternative actions are suggested at this time.

Prepared By:

Amy Kreofsky

Attachments:

Project Location Map - Project No. J7352



Path: B:\DSI\Public Works\PROJECTS\J-PRO\J7352\Construction\Drawings\GIS\RCA_Project_Location_Map.aprx

Reconstruction of Superior Drive NW Project Location

Map Created Mar 04, 2026

0 350 700
Feet

Legend

- J115 - Street Maintenance Project
- J7352 - Superior Dr Reconstruction
- Parcel Boundary

CITY OF ROCHESTER MINNESOTA

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

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

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Bid Advertisement - Link Bus Rapid Transit (BRT) West Transit Village Drivers Facilities and Public Restrooms - Project No. J8707

MEETING DATE:
March 16, 2026

ORIGINATING DEPT:
City Administration

AGENDA SECTION:
Consent Agenda

PRESENTER:
Steve Sampson Brown

Action Requested:

Authorizing an advertisement for bids with a bid opening date of April 7, 2026, for the Link Bus Rapid Transit WTV Drivers Facilities and Public Restrooms - Project No. J8707.

Report Narrative:

Link is a proposed 2.8 mile route along 2nd Street that will connect downtown Rochester, Mayo Civic Center, Mayo Clinic campuses, and the Downtown Waterfront Southeast area. Link will be operated by Rochester Public Transit and will be free for all users. Link buses are high amenity, 60-foot electric buses which will provide service to 7 stations across the route. This bid package of the project will consist of: The construction of a drivers facility connected public restrooms at West Transit Village. A mandatory pre-bid meeting will be held April 2, 2026, and the bid opening date will be set for April 7, 2026. The City Council will consider the bid results at the April 20, 2026 city council meeting. The estimated construction cost is about $1-2 million for the bid package. The local funding match for this bid package will be from DMC funds allocated for the Link BRT project.

Priorities & Foundational Principles:

Quality Services
Fiscal Responsibility & Sustainability

Policy Considerations & DEI Impact:

All Engineering services and implementation of Link Rapid Transit observes the Citywide DEI Goal of Community Connection and Engagement, supporting racial and socio-economic equity for our community by creating and supporting accessible public transportation. Downtown Rochester Link Rapid Transit is consistent and supported by policies and guidance from: Downtown Master Plan (2010); DMC Development Plan (2014); Rochester Transit Development Plan (2017); Rochester 2040 Compressive Plan; Planning to Succeed (2018); and, Integrated Transportation Study Acceptance (2018). Specific key policy considerations are as follows: Expansion of transit services through the identification and inclusion of transportation goals. Support the City's greenhouse gas reduction and transportation mode shift goals. Increased accessibility and social-economic equity by helping transit dependent households move around our community safely. The LINK is currently planned to be fare free to allow maximum access and efficiency. Establishment of alternative modes of transportation. Communication strategies that educate community members on these alternative transportation modes.

Prior Legislative Actions & Community Engagement:

February 5, 2019: DMCC Board Meeting - Transit Village Locations and Implementation Concept Approval
March 4, 2019: Council Meeting - Transit Village Locations and Implementation Concept
October 21, 2019: Council Meeting - Resolution supporting rapid transit on Broadway Ave with financial commitment to engineering and environmental review November 18, 2019: Council Meeting - Locally Preferred Alternative (LPA) and financial commitment for project development approved
March 16, 2020: Council Meeting - Contract with SRF Consulting approved
May 4, 2020: Council Meeting – Phased Approach to the Downtown Rapid Transit Project Approved
August 17, 2020: Council Meeting - Submission of a Federal Transit Administration (FTA) Small Starts grant Application approved
July 19, 2021: Council Meeting – Contract for the inclusion of art into the Link Rapid Transit infrastructure authorized
November 15, 2021: Council Study Session – General Project Update
February 7, 2022: Council Study Session – Reviewed possible revised changes to project definition, budget, funding strategy and schedule
February 23, 2022: Council Meeting - Contract amendment to the professional services contract with SRF Consulting Group, Inc. authorized
April 12, 2022: Community Event - Open House held at Bethel Lutheran Church
April 19, 2022: Community Event - Neighborhood walk led from Riverside Central Elementary School
April 25, 2022: Council Special Learning Session - Bus tour of project corridor led from Government Center
April 26, 2022: Community Event - Presentation at Slatterly Park Neighborhood meeting
May 18, 2022: Community Event - Community pop-up in front of Saint Marys Hospital
May 21, 2022: Community Event - Community pop-up at People's Food Co-op
May 26, 2022: Community Event - Public webinars at noon and 6pm.
June 5, 2023: Council Meeting - Right of Way Acquisition Request for Proposals
October 23, 2023: City Council Study Session - LINK Rapid Transit Update
January 22, 2024: Council Meeting - Authorized Advertisement for Construction Management Services RFP
April 22, 2024: Council Meeting - Authorized Kimley Horn and Associates for Construction Management Services
April, 29, 2024: Council Study Session - Update on BRT & West Transit Village
August 5, 2024: Council Meeting - Authorized Agreements with the Mayo Clinic for the LINK Bus Rapid Transit Project.
November 18, 2024 Council Meeting - Authorized Bid Advertisement for West Transit Village
March 3, 2025 Council Meeting - Volume A: West Transit Village Award Contract for Construction to Elcor Construction

Fiscal & Resource Impact:

The total Link Bus Rapid Transit Project budget is $175.493 million which includes Professional Technical Services for A&E Design, Construction Management Services, Bus Procurement, Construction (Civil Infrastructure, Stations & Platforms). Funding for this project comes from the following sources: $84.92 million is funded by an FTA Small Starts grant, $4.389 million in MNDOT funding and $86.186 in local share which includes $375,000 in water and sewer fees, $74,678,864 in State and County Transit Aid and $11,132,843 in DMC General State Infrastructure Aid (GSIA.) The estimated construction cost is between $1 million and $2 million for this bid package.

Alternative Action(s):

There are no alternative actions recommended at this time.

Prepared By:

Joshua Defrang

Attachments:

Bid Advertisement - Link BRT J8707

Exhibit - Drivers Facilities and Public Restrooms Site Plan

CITY OF ROCHESTER

NOTICE OF BIDS

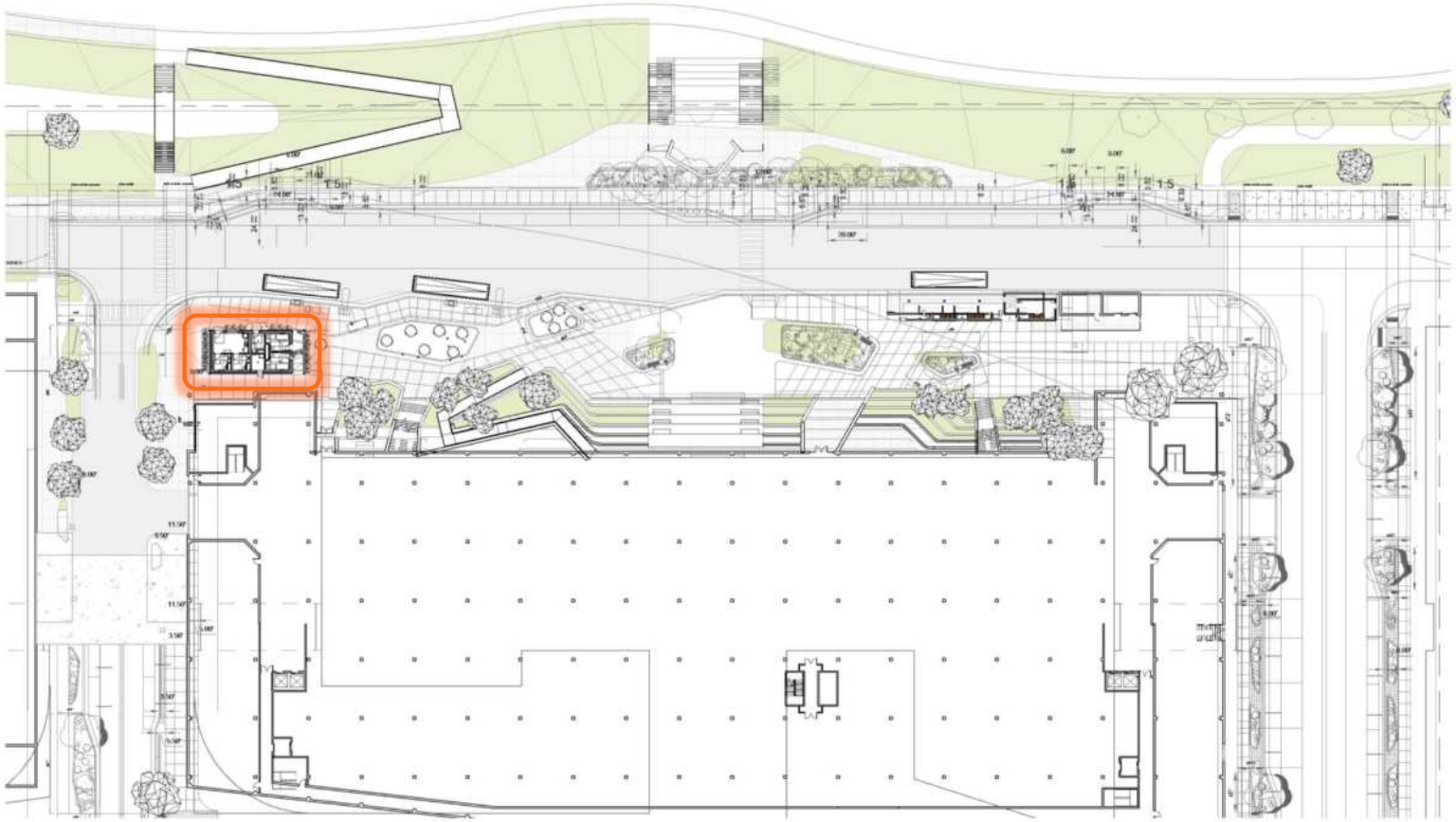
Notice is hereby given that electronic bids will be accepted by the City Clerk through https://bidvault.mn.uccs.com/, until **11:00 A.M. on April 7, 2026** for the construction of the following described local improvement, pursuant to Minnesota Statutes, Chapter 429, as amended, in accordance with the plans and specifications for the same which are on file in the Office of the City Clerk of said City:

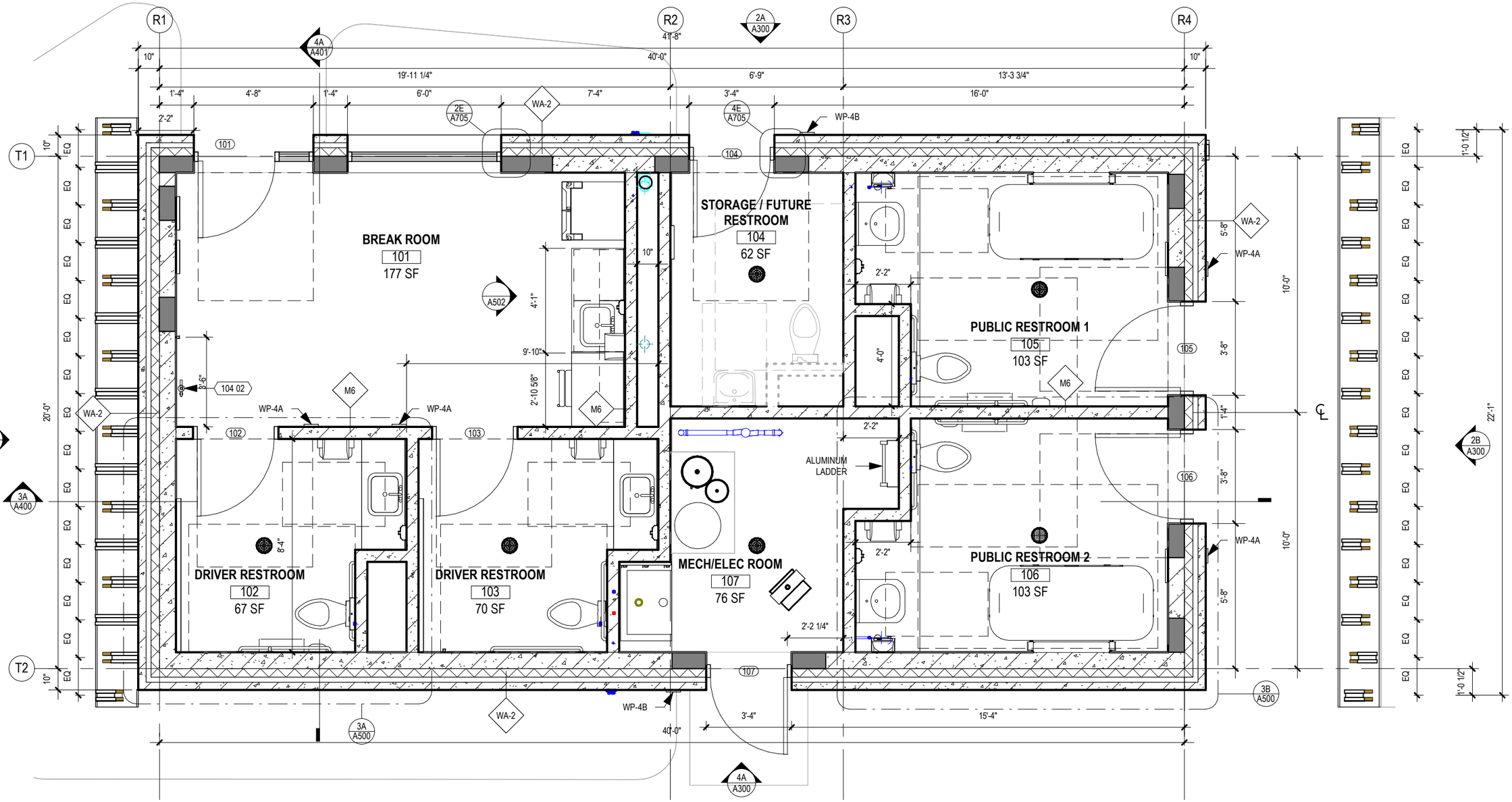
J8707 Link BRT Volume E – WTV Drivers Facilities and Public Restrooms

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

Dated at Rochester, Minnesota this **5 day of May 2026**.
Ann Kasel, City Clerk

West Transit Village – Drivers Facilities





FLOOR PLAN

4A

0 2' 4' 8'

KEYNOTES

KEYNOTE	DESCRIPTION
104 02	FIRE EXTINGUISHER, WALL MOUNTED

GENERAL NOTES:

1. CONTRACTOR SHALL MAINTAIN MEANS OF EGRESS AT ALL TIMES.
2. WALLS TO BE BUILD AS TYPE M6 UNLESS OTHERWISE NOTED.

NO	DATE	BY	CKD	APPR

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 Architect under the laws of the State of Minnesota.

Print Name: Nathan Johnson

Date 03/02/2026 License # 42631

STATE AID PROJECT NO. TRF-0047-18B	DRAWN BY ML
STATE PROJECT NO. 159-106-020	DESIGNED BY ML
CITY PROJECT NO. 00403	CHECKED BY EM
100% DOCUMENTS	COMM. NO. TBD

4RM+ULA

CITY OF ROCHESTER MINNESOTA

CITY OF ROCHESTER
ROCHESTER RAPID TRANSIT LINE
FLOOR PLAN
ROCHESTER, MN

A100

SHEET 26 OF 71

Autodesk Docs://220111-CH-Rochester BRT/1- RBRT West Transit Village.rvt
3/5/2026 1:13:35 PM

F.13

REQUEST FOR ACTION

Bid Award: Mayo Civic Center Marquee Sign and Mayo Park Improvements

MEETING DATE:
March 16, 2026

ORIGINATING DEPT:
City Administration

AGENDA SECTION:
Consent Agenda

PRESENTER:
Jaymi Wilson

Action Requested:

Adopting a Resolution approving a contract with Pember Companies, Inc. for construction for the Mayo Civic Center Marquee Sign and Mayo Park Upgrades Project

Report Narrative:

The City of Rochester was awarded a grant from the US Economic Development Administration (EDA) Travel, Tourism and Outdoor Recreation Program for tourism improvements that included renovations of the Chateau Theatre restrooms (now complete), a marquee sign in front of Mayo Civic Center, and park upgrades in Mayo Park to support vendor sales and food trucks during larger public events. The grant is a 70% USEDA Grant with a 30% City/partner local match requirement. The amount of federal grant funds awarded was $468,699. For the Chateau restrooms, DMC partnered to provide the local match for that portion of the project. For this remaining phase of the grant, Experience Rochester is partnering with the City to provide the local match for the marquee sign and park upgrades.

The project bid documents included two bid alternates. Bid Alternate 1 provides for adding an additional (third) concrete pad for vendors and food trucks. Bid Alternate 2 increases the size of the digital sign display from 5'x8' to 6'x10'. Due to funding limitations, only bid alternate 2 is recommended to be selected, as bid alternate 1 can be added in the future at any time. The project received 5 bids with two of them being incomplete (Albrecht Sign Company and Complete Signs). Of the three complete bids, Pember Companies, Inc. was the low bidder for the base bid plus the two bid alternates. The estimate of probable cost for the base bid plus the bid alternate #2 was $417,250. The low bid was 34.2% lower than the project estimate.

Company Name	Bid	Alt 1		Alt 2	Bid + All
Pember Companies, Inc	$ 252,800.00	$	11,655.00	$ 21,950.00	$ 286,405
Albrecht Sign Company	$ 130,575.00	$ -		$ 17,000.00	$ 147,575
Urban Companies	$ 379,000.00	$	30,000.00	$ 20,000.00	$ 429,000
Shoreline Landscaping	$ 387,700.00	$	18,362.00	$ 35,284.00	$ 441,346

Complete Signs	$ 76,070.00	$ 76,070.00

City staff recommends the contract be awarded to the apparent lowest responsible bidder, Pember Companies, Inc., in the amount of $274,750.

Priorities & Foundational Principles:
Fiscal Responsibility & Sustainability

Policy Considerations & DEI Impact:
The USEDA Travel and Tourism Grant is designed to support post-COVID recovery of local travel and tourism or outdoor sectors. The marquee sign will increase visibility of events happening at the Mayo Civic Center, and the Mayo Park Upgrades will offer expanded options to have sales vendors or food trucks supporting events in the park.

Prior Legislative Actions & Community Engagement:
December 19, 2018: Request for Proposals Issued.
January 25, 2019: Request for Proposals Responses Received.
April 25, 2019: Council Study Session - Proposals presented to Council.
August 19, 2019: Council Meeting - EDG Operating Agreement Approved.
November 9, 2019: Council Meeting - EDG Operating Agreement Amendment Approved.
October 25, 2021: Council Study Session - Chateau Operator proposals Presented.
November 11, 2021: Council Meeting - Chateau Preferred Operator presented and Tabled.
January 19, 2022: Council Meeting - Chateau Preferred Operator Negotiation Approved.
May 15, 2023: Council Meeting -Advertisement for Bid for Chateau Restroom Renovation Authorized.
June 15, 2023: Bid Opening Completed.
June 26, 2023: Contract Award for Chateau Theatre Restroom Renovations
January 5, 2026: Bid Advertisement: Mayo Civic Center Marquee Sign and Mayo Park Improvements
February 10, 2026: Bid Opening Completed: Mayo Civic Center Marquee Sign and Mayo Park Improvements

Fiscal & Resource Impact:
Funding for this contract award includes USEDA Travel and Tourism Grant ($205,000 balance remaining) and $69,750 in funding from Experience Rochester (Experience Rochester is contributing a total of $95,000 towards this project).

Alternative Action(s):
No alternative action suggested.

Prepared By:
Jaymi Wilson

Attachments:
Contract - J3501 - Pember Companies, Inc

Resolution - J3501 EDA Grant MCC Marquee and Park Upgrades Pember

CITY OF ROCHESTER, MINNESOTA
FORM OF CONTRACT

THIS AGREEMENT, made and signed this 4th day of March, 20 26, by and between the City of Rochester, Minnesota, hereinafter called the "Owner" and **Pember** hereinafter called the "Contractor". THIS AGREEMENT WITNESSETH, that the Owner and the Contractor, for the consideration hereinafter stated, agree as follows:

ARTICLE I. The Contractor hereby covenants and agrees to perform and execute all the provisions of the plans and specifications prepared by the City Engineer of Rochester, Minnesota for

J3501 Mayo Civic Center Marquee and Park Upgrades

and to do everything required by this agreement and the contract documents.

ARTICLE II. The Contractor agrees that the work contemplated by this contract shall be fully and satisfactorily completed on, or before **August 21, 2026,** with the work for the Mayo Park Upgrades completed on or before **July 1, 2026.**

ARTICLE III. The Owner agrees to pay and the Contractor agrees to receive and accept payment in accordance with the prices bid for the unit or lump sum items as set forth in the conformed copy of the Form of Proposal hereto attached, which prices shall conform to those in the accepted Contractor's proposal on file in the office of the City Clerk of Rochester, Minnesota, the aggregate of which prices, based on the approximate schedule of quantities, is estimated to be **$264,455**.The Owner accepts the Bid and Alternate 1, and will not be implementing Alternate 2.

ARTICLE IV. The Contract Documents shall consist of the following component parts:

1. The Form of Proposal (conformed copy)
2. General Conditions of the Specifications for Public Improvements
3. Special Provisions, (if any)
4. Specifications
5. Plans and drawings which are attached to the Specifications or which are identified as Sheets 1 to _____ for
6. This Contract
7. Tennessen Warning
8. Performance Bond
9. Payment Bond for Labor and Material (if needed)
10. Workers Compensation Insurance Certificate
11. Contractor's Supplemental Responsible Contractor Certificate
12. W-9 Form
13. Corporate Acknowledgement

J3501 Mayo Civic Center Marquee and Park Upgrades

This contract, together with the documents hereinabove mentioned, form the Contract, and all documents are as fully a part of the contract as if attached hereto or herein repeated. The terms of the General Conditions of Specifications and Special Provisions shall prevail against any inconsistencies found in the Form of Proposal, unless otherwise provided for in writing by the parties.

This contract constitutes the entire agreement between the parties. No waiver, consent, modification, or change of terms of this agreement shall bind either party unless in writing and signed by both parties. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this agreement. Contractor, by the signature below of its authorized representative, hereby acknowledges that the contractor has read this agreement, understands it, and agrees to be bound by its terms and conditions.

IN WITNESS WHEREOF, the parties to this agreement have hereunto set their hands and seals as of the day and year first above written.

The City of Rochester, Minnesota

By_____
Kim Norton, Mayor

Attest_____
Anne Kasel, City Clerk

Contractor

By_____

Brent Pember, President Title

By_____

Jennifer Steinmeyer, VP of Administration Title

Approved as to Form & Execution

_____
Michael Spindler-Krage, City Attorney

RESOLUTION

Awarding Contract: Mayo Civic Center Marquee and Park Upgrades

WHEREAS, pursuant to an advertisement for bids for the Mayo Civic Center Marquee and Park Upgrades, the following bids were received complying with the advertisement including the two bid alternates:

Pember Companies, Inc.: $286,405
Urban Companies: $429,000
Shoreline Landscaping: $441,346; and

WHEREAS, it appears that Pember is the lowest responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Rochester to award a contract to Pember Companies, Inc. in the amount of $274,750 for Mayo Civic Center Marquee and Park Upgrades in support of the base bid and alternate 2 supporting the larger marquee sign.

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

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF

ROCHESTER, MINNESOTA, THIS_____DAY OF_____, 2026.

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS_____DAY OF_____, 2026.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Contract with WHKS for Design of the 2026 Sanitary Sewer Pipe Lining Rehabilitation at Various Locations - Project No. J4348

MEETING DATE:
March 16, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Aaron Luckstein

Action Requested:

1. Authorizing a contract with WHKS, in the amount of $34,660 from March 17, 2026, to March 17, 2027, for the design of the 2026 Sanitary Sewer Pipe Lining Rehabilitation at Various Locations - Project No. J4348 and;
2. Authorizing City staff to advertise for bids and schedule a bid opening once the project's design is completed.

Report Narrative:

The 2026 Sanitary Sewer Pipe Lining Project is a continuation of the City's annual effort to remediate sanitary sewer system Inflow & Infiltration (I&I) sources and to improve the structural integrity of sanitary sewer mains. Sanitary sewer main in various areas of the City have been identified by the City sewer crew as being of a condition that enables I&I to enter the sanitary sewer system and requires sanitary sewer segments to be lined. These sanitary sewer mains will be lined to decrease the amount of I&I that enters the sanitary sewer system.

WHKS provided consulting services for several of the recent sewer lining projects. They have a detailed understanding of the specifications and program requirements; therefore, able to recommend how the City can address the greatest needs in the most efficient way with our $750,000 annual I&I construction budget. WHKS submitted a proposal to complete the design for an amount not to exceed $34,660.

Priorities & Foundational Principles:

Fiscal Responsibility & Sustainability
Quality Services

Policy Considerations & DEI Impact:

This project advances Council's Strategic Priority of delivering Quality Services by implementing proactive measures to mitigate inflow and infiltration within the sanitary sewer infrastructure. It supports long-term infrastructure reliability through planned maintenance, as guided by the Sanitary Sewer Master Plan, and ensures compliance with current City standards.

Prior Legislative Actions & Community Engagement:

No prior legislative actions & community engagement.

Fiscal & Resource Impact:

The project is in the 2026-2031 Sewer and Water Capital Improvement Plan (CIP) as Map No. 4 and is funded by the Sewer Utility Fund.

The budgeted construction cost for the pipelining work is $750,000. Final construction bids will be brought back to council for approval.

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:

Russ Kelm

Attachments:

Engineering Services Contract - WHKS Design Services - Project No. J4348

City of Rochester

PROFESSIONAL TECHNICAL (NONCITY EMPLOYEE) SERVICES

Project Identification: 2026 Sanitary Sewer Pipe Lining Rehabilitation at Various Locations

Accounting Information:

Fiscal Year: 2026	Fund:	Project No.:
Total Contract Amt: $34,660	State Aid Project No.:	Job No.: J4348

This Contract between the City of Rochester, MN (CITY) and WHKS & Co. ("ENGINEER");
Address: WHKS & Co.
2905 South Broadway,
Rochester, MN 55904-5515

WHEREAS, CITY does not have available necessary and / or qualified personnel to conduct the services as described herein; and

WHEREAS, ENGINEER represents that it is licensed and agrees to perform all services described in this Contract.

NOW, THEREFORE it is agreed that ENGINEER, who is not a city employee, will perform the work under this Contract, including the Special and General Conditions and any exhibits or other conditions which are attached and incorporated.

Effective Date: **March 17, 2026** Expiration Date: **March 17, 2027**

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

ENGINEER

By: _____Date: _____
William Angerman, PE
Title: Executive Vice President, COO

CITY OF ROCHESTER

By: _____Date: _____ And By: _____Date:_____
Kim Norton, Mayor Ann M. Kasel, City Clerk

Approved as to Form & Execution

_____
Michael Spindler-Krage, Deputy City Attorney

SPECIAL CONDITIONS

ARTICLE 1 **TERM OF CONTRACT**

Effective Date:	March 17, 2026
Work Completion Date:	March 17, 2027
Expiration Date:	March 17, 2027

ARTICLE 2 **SCOPE OF WORK**

A. Detailed Scope of Work: Attachment A
B. Work Plan Outline: Attachment B
C. General Conditions: See attached.
D. Survey and CAD Standards: See attached.

ARTICLE 3 **CONSIDERATION OF PAYMENT**

Consideration for all services performed by ENGINEER, as defined by this contract, will be paid by CITY on an hourly, fee schedule basis, not to exceed for the following items:

ENGINEER Services Cost		
Project Management and Final Design	Lump Sum based on actual cost and expense according to the attached estimate of costs and fee structure as outlined in Attachment B	$34,660
	TOTAL CONTRACT AMOUNT:	**$34,660**

ARTICLE 4 **ENGINEER'S PERSONNEL**

ENGINEER'S Authorized Agent, or Key Personnel:
Name: William K Angerman, P.E.
Title: Executive Vice President, COO
Address: 2905 South Broadway, Rochester, MN 55904-5515
Phone: (507) 288-3923
Email: bangerman@whks.com
Responsibility Project Principal

If ENGINEER'S Authorized Agent changes at any time during this Contract, ENGINEER must immediately notify CITY.

ARTICLE 5 **CITY'S AUTHORIZED AGENT / PROJECT MANAGER**

CITY'S Authorized Agent, or Project Manager will be:
Name: **Matt Crawford**
Title: **Project Development Manager**
Address: **301 37th St NW, Rochester, MN 55901**
Phone: **(507) 328-2411**
Email: **mcrawford@rochestermn.gov**
Responsibility**:** **Project Manager**

CITY'S Authorized Agent will have authority to accept or reject ENGINEER'S services and deliverables. If such services and deliverables are acceptable and satisfactory, the CITY'S Authorized Agent will certify each invoice submitted for payment by the ENGINEER.

Attachment A
Final Design Services for
2026 Sanitary Sewer Pipe Lining Rehabilitation at Various Locations
J4348

Overview

The purpose of this task assignment is to perform Final Design engineering services for the "2026 Sanitary Sewer Pipe Lining Rehabilitation at Various Locations" project. The City has provided 95 pipes to review for potential CIPP lining. WHKS will prioritize the provided pipes to conform to the anticipated construction budget of $750,000. The project will include CIPP lining with related cleaning, service reinstatement, and water seals. We anticipate point repairs will be needed prior to lining, the amount and location of point repairs are not known at this time as CCTV videos have not been reviewed.

Detailed Scope of work

Task 1 – Project Management and General Meetings

1.1 Project Management. Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of monthly status reports, and general administrative activities.

1.2 General Meetings. Meet with City Staff to review and discuss City's list of pipes. One virtual Teams meeting is anticipated.

Task 2 –Plans and Specifications

2.1 Prepare Plans and Specifications for Pipe Rehabilitation. Assumes City selection of pipes. This proposal includes WHKS review of repair locations and techniques using City-provided CCTV inspection videos. Includes design of pipe repair and surface restoration of point repair locations. A Gopher State One-Call will be performed as part of the plan development. A cost for WHKS-provided traffic control is included in this proposal to be charged per day if required for the project. WHKS assumes additional CCTV or dyed water testing, if needed to complete review of repair locations, will be performed by City staff.

2.2 Answer Contractor Questions during Pipe Rehabilitation Bidding. Answer Contractor questions during bid phase of Pipe Rehabilitation project.

2.3 Deliverables. Plans, Specifications, Engineers Cost Opinion, and GIS Shapefile of the pipe repair locations. Plans will consist of GIS-based Maps, Pipe List, Rehabilitation Detail Plates for point repairs, and notes for pipe repair and surface restoration. GIS shapefile will include metadata in accordance with City of Rochester standards.

Task 3 –Construction

Construction observation services for Pipe Rehabilitation to be provided as additional services if requested.

Attachment B. Work Plan Outline		PROJECT TITLE: 2026 Sanitary Sewer Pipe Lining Rehabilitation at Various Locations J4348					2/10/26
		WHKS					
DESCRIPTION OF PROFESSIONAL SERVICES OR TASKS	Project Design	Project Principal	Project Manager	Engr 1	Engr 2		TOTALS
		Staff Assignment by Hours					
Task 1	**Project Management and General Meetings**						
1.1	Project Management	2.0	8.0				10.0
1.2	General Meetings		2.0	2.0			4.0
Task 2	**Plans and Specifications**						
2.1	Prepare Plans and Specifications for Pipe Rehab.	2.0	16.0	100.0	100.0		218.0
2.2	Answer Contractor Questions during Pipe Rehab Bidding		8.0	4.0			12.0
TOTAL HOURS		4.0	34.0	106.0	100.0		244.0
HOURLY RATES		270.00	160.00	140.00	125.00		
SUBTOTAL FEE		1,080.00	5,440.00	14,840.00	12,500.00		$33,860.00
ESTIMATED EXPENSES							$800.00
TOTAL FEE + EXPENSES							$34,660.00

Estimated Expenses - WHKS

Mileage	$50.00
Postage & Printing	$100.00
Traffic Control Per Day - assumes 1 day	$500.00
Misc.	$150.00
	$800.00

GENERAL CONDITIONS

ARTICLE 1 TERM OF CONTRACT

A. This Contract will be effective upon the date set in the Special Conditions, or upon execution and approval by the appropriate CITY officials, pursuant to City of Rochester Home Rule Charter, and the appropriate ENGINEER officials, which ever event occurs later. This Contract will remain in effect until the Expiration Date set in the Special Conditions, or until all obligations set forth in this Contract have been fulfilled, whichever event occurs first.

B. For delays encountered that are beyond ENGINEER's control, and upon written request from ENGINEER, the CITY's Authorized Agent may extend the Work Completion Date, as set forth in the Special Conditions of this Contract. The length of such time extension will be determined by the CITY's Agent.

C. It will be ENGINEER's responsibility to reasonably notify CITY's Authorized Agent, in writing, if ENGINEER has reason to believe the project will not be completed as scheduled. CITY's Authorized Agent will have the authority to adjust the schedule and final cost associated with such delays, in writing, within the terms of the Contract.

ARTICLE 2 GOVERNING LAW, JURISDICTION, AND VENUE

A. This Contract will be interpreted pursuant to Minnesota Law. Any citation to federal or state law incorporates the language of that law into this Contract as if fully set forth herein. Venue for all legal proceedings arising out of this Contract, or breach, will be in the applicable state or federal court with competent jurisdiction in Olmsted County, Minnesota.

ARTICLE 3 TERMS OF GENERAL CONDITIONS

A. Any and all provisions of these General Conditions will remain in force unless they are specifically and deliberately canceled or modified, in writing, by the Special Conditions of this Contract.

B. To the extent of any inconsistencies between the Special Conditions and these General Conditions, the Special Conditions will control. Minnesota Law supersedes any of the Special Conditions or General Conditions set forth in this Contract.

ARTICLE 4 TERMS OF PAYMENT

A. Subject to the provisions of the Special and General Conditions, all services performed and deliverables satisfactorily supplied by ENGINEER pursuant to this Contract will be paid by CITY. Compensation will be in accordance with the Special Conditions, ARTICLE 3, "Consideration of Payment".

B. If it appears at any time that ENGINEER will exceed the Total Contract Amount stated in the Special Conditions of this Contract, ENGINEER must notify CITY's Authorized Agent in writing in a timely manner. ENGINEER may not be compensated for work performed in excess of the Total Contract Amount without a written, and fully executed, amendment to the Contract. Any work performed beyond that, which is provided for in this Contract without a prior written amendment signed by CITY, may be deemed voluntary and ENGINEER may not be entitled to compensation for the extra work.

C. If ENGINEER claims any instructions, latent conditions, or conditions exist that cause extra cost under this Contract, ENGINEER must make claim for any extra cost incurred in writing 20 Calendar days after such instruction or observance of conditions. Latent conditions are conditions not anticipated by the Special Conditions of this Contract. Any claim made after this time may be refused and no claim will be valid unless so made. Any work performed under an amendment to this Contract that has not been properly approved and executed by the parties will be performed at ENGINEER's own risk.

D. Reimbursement for travel and subsistence expenses actually and necessarily incurred by ENGINEER as a result of performance of this Contract must not exceed the amount defined in the Special Conditions. ENGINEER will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Mn/DOT Travel Regulations".

ARTICLE 5 PROCEDURE FOR PAYMENT

A. Payments will be made by CITY within 30 days of ENGINEER's presentation of invoices and progress reports, properly prepared, for services performed in accordance with this contract. CITY shall notify ENGINEER in writing within 30 days of ENGINEER's presentation of invoices if they believe the progress reports were not properly prepared or the services were not properly performed in accordance with the contract.

B. Invoices for payment must be submitted by ENGINEER monthly to the CITY's Authorized Agent in the form prescribed by CITY. A sample invoice format is attached to this General Conditions. Invoices must identify the cost for the services performed and delivered for the billing period and must satisfy the requirements listed below:

For lump sum and other contracts:

1. Each invoice must contain the following information: CITY contract invoice number (sequentially numbered), billing address if different from business address, and ENGINEER's original signature attesting that the invoiced services and costs are new and that no previous charge for those services and deliverables has been included in any prior invoice.
2. The original of each invoice and progress report must be sent to the CITY's Authorized Agent for review and payment.

For other contracts only:

3. Direct non-salary costs allocable to the work under this Contract, and defined in the Special Conditions of this Contract, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct non-salary costs are any costs that are not the salaried costs directly related to the work of the ENGINEER. Supporting documentation must be provided in a manner that corresponds to each direct cost.
4. ENGINEER must provide, upon request of the CITY's Authorized Agent, the following supporting documentation:

   a. Direct salary costs of employees' time directly chargeable for the services performed under this Contract. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked, and total payment for each invoice period; and

   b. Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generated printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours, and the dollar amount charged to the project for each pay period.

C. If ENGINEER is authorized by CITY to use or uses any subcontractors, ENGINEER must include all the above supporting documentation in any subconsultant's Contract, and ENGINEER must comply with Minnesota Statutes Section 16A.1245, requiring timely payment by ENGINEER of subcontractors, penalties for late payments, and defining costs the subcontractor must be awarded if the subcontractor prevails in a lawsuit.

D. ENGINEER must require subcontractors' invoices to follow the same form and contain the same information as set forth above.

ARTICLE 6 CONDITIONS OF PAYMENT

A. All services and deliverables provided by ENGINEER under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. ENGINEER makes no warranties, expressed or implied, under this Contract or otherwise, in connection with ENGINEER's services The ENGINEER endeavors to comply with the following:

1. All current applicable federal, state, and local laws, ordinances, rules, and regulations.
2. All current state standards, policies, and practices required by applicable law to perform ENGINEER's services.

B. ENGINEER will not receive payment for work performed in violation of federal, state, or local laws, ordinances, rules, or regulations.

C. All deliverables covered by progress payments made by CITY will become the sole property of CITY. This provision must not be construed as relieving ENGINEER from sole responsibility for services and deliverables upon which payments have been made or the restoration of any damaged work or as waiving the right of CITY to require the fulfillment of all of the terms of this Contract. If the CITY uses the ENGINEER's deliverables in a manner beyond the scope of this contract, it

shall indemnify ENGINEER for claims resulting from this reuse. The CITY grants ENGINEER a non-exclusive license, to the extent of the CITY's rights in such data, to use the ENGINEER Data for other purposes.

D. Nothing in this Contract must be construed in any way to relieve ENGINEER from its obligation to complete the services and/or deliverables described in this Contract for a sum not to exceed that is set forth in the Special Conditions.

ARTICLE 7 ASSIGNMENT

A. ENGINEER may neither assign nor transfer any rights or obligations under this Contract without prior written authorization from the CITY's Authorized Agent. The written authority will in no way relieve ENGINEER from the primary responsibility for performance of the services and deliverables specified in this Contract.

ARTICLE 8 SUBCONTRACTS

A. ENGINEER must require all subcontractor contracts to contain all appropriate terms and conditions of this Contract. The use of subcontractors does not relieve the ENGINEER from performing and delivering the work stated in this Contract.

B. A copy of any and all subcontractor contracts must be sent to the CITY's Authorized Agent after execution of the subcontractor contract and prior to work starting under the subcontractor contract.

ARTICLE 9 AMENDMENTS, CHANGE ORDERS, MERGER, COUNTERPARTS, AND WAIVER

A. Amendments to this Contract will be considered only for unforeseen work or services that were excluded in the Scope of Work, entitled "Detailed Scope of Work," and that are considered essential to the work. Any written claim made by ENGINEER for extra work or costs under this Contract that has been approved by the CITY's Authorized Agent must be evidenced by an amendment to this Contract. Amendments must be in writing and executed and approved by the same parties and officials who executed and approved the original Contract, or their successors in office. ENGINEER must notify CITY's Project Manager in writing if ENGINEER will be delayed in any way from completing the project under this Contract.

B. The work to be done in connection with this Contract may be changed at the request of CITY, with the mutual concurrence of ENGINEER. Any change will be clearly and fully defined in writing, and approved by both parties. Change orders must be consistent with the basic purpose of this Contract and within the general Scope of Services identified in the Special Conditions. Changes in the Total Contract Amount or the Contract Expiration Date are not permitted in a change order.

C. This contract constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Contract. ENGINEER, by the signature below of its authorized representative, hereby acknowledges that the ENGINEER has read this Contract, understands it and agrees to be bound by its terms and conditions.

D. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same contract.

ARTICLE 10 COMPLIANCE WITH LICENSES, PERMITS, AND OTHER REGULATIONS

A. ENGINEER shall procure all licenses, permits, or other rights necessary to fulfill its obligations under this Contract in compliance with all applicable federal and state laws.

ARTICLE 11 DATA PRACTICES AND INTELLECTUAL PROPERTY

A. ENGINEER must comply with the Minnesota Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by CITY in accordance with this Contract and as it applies to all data created, gathered, generated, or acquired in accordance with this Contract.

B. Any reports, studies, photographs, negatives, or other documents created and paid for by ENGINEER in the performance of its obligations under this Contract are instruments of service in respect to ENGINEER's services and are the exclusive property of CITY. ENGINEER must remit all such materials to CITY upon completion or cancellation of this Contract. The CITY will indemnify ENGINEER for claims resulting from any reuse of such materials beyond the scope of this Contract. The City shall grant the ENGINEER a non-exclusive license, to the extent of the CITY's rights in such data, to use the ENGINEER Data for other purposes. ENGINEER waives all claims against the CITY resulting in any way from any reuse of the ENGINEER.

C. Unless otherwise directed by CITY, the originals of reports, drawings and plans; and legibly reproducible copies of work sheets, field notes, computations, and other project data must be relinquished to CITY:

1. Upon written notice of completion or cancellation of this Contract.
2. Upon written notification by CITY.
3. Prior to final payment by CITY to ENGINEER for this Contract.

D. Notwithstanding the above paragraphs, work papers, proprietary information, processes, methodologies, know-how and software ("Engineering Data") previously belonging or licensed to Engineer and used to perform ENGINEER's services shall remain the property of ENGINEER.. ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the direction of the ENGINEER), whether or not the Project is completed. To the extent the services performed by ENGINEER contain Engineering Data, ENGINEER hereby grants to CITY a non-exclusive, non-assignable, royalty-free, irrevocable license to use such Engineering Data for the purposes set forth herein, subject to the following limitations: such Engineering Data are not intended or represented to be suitable for use or reuse by CITY on extension of the Project or on any other project without written verification or adaptation by ENGINEER and any such reuse or modification of the Engineering Data without the written verification or adaptation by ENGINEER shall be done at CITY's sole risk and without liability to ENGINEER.

ARTICLE 12 LIABILITY

A. General - Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the project, and the ENGINEER's fee for the Services, and in consideration of the promises contained in this Contract, CITY and ENGINEER agree to allocate and limit such liabilities in accordance with this Article.

B. Indemnification - ENGINEER and CITY (the "Indemnifying Party") shall be liable for its own negligent acts, errors and omissions to the extent provided by law and subject to the CITY's cap on municipal tort liability under Minnesota Statutes Section 466.04, and hereby agrees to defend, indemnify, and hold harmless the other ("the Indemnified Party"), from any liability, damages, and costs arising from the negligent acts of ENGINEER and CITY and anyone for whose negligent acts they may be liable for in the performance of professional services required under this Contract which the Indemnified Party, its officers and employees may hereafter sustain, incur or be required to pay to the full effect provided by Minnesota Statutes Chapter 337, to the extent the ENGINEER and CITY are responsible for such liability, costs, damages, , including reasonable attorneys' fees, In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of ENGINEER and CITY, they shall be borne by each party in proportion to its own negligence.

C. Survival - Upon completion of all services, obligations, and duties provided for in this Contract, or if this Contract is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 13 WORKERS' COMPENSATION

A. Any and all employees of ENGINEER, including its subcontractors, or other persons while engaged in the performance of any work or services required by ENGINEER under this Contract, will not be considered employees of CITY. Any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of ENGINEER's employees, or other person while so engaged on any of the work or services to be rendered, will in no way be the obligation or responsibility of CITY. Pursuant to Minnesota Statutes 176.182, acceptable evidence of compliance with Workers' Compensation insurance coverage requirements must be presented to CITY before CITY may enter into a contract with ENGINEER.

ARTICLE 14 BONDS

This Article is hereby deleted.

ARTICLE 15 INSURANCE

A. A certificate of insurance for each type of insurance required under this Contract must be filed with the CITY's Authorized Agent within 30 days of execution of this Contract and prior to commencement of any work under this Contract. Each policy must contain a requirement that the insurer provide the CITY a 30-day notice of cancellation.

B. ENGINEER must maintain and furnish satisfactory evidence of the following insurance policies:

1. ENGINEER shall procure and maintain for the term of the Contract, insurance coverage as is reasonable and necessary for performed services by ENGINEER and its employees.
2. The ENGINEER shall be responsible for obtaining separate certificates and endorsements for each subconsultant. ENGINEER shall determine the appropriate level of insurance coverage and limits from its subconsultants.
3. **Workers' Compensation Insurance:** ENGINEER will provide Workers' Compensation insurance for all ENGINEER employees and, in case any work is subcontracted, ENGINEER will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of CITY of Minnesota, and including Coverage B, Employer's Liability, at limits not less than $500,000.00 bodily injury by disease per employee; $500,000.00 bodily injury by disease aggregate; and $500,000.00 bodily injury by accident. Evidence of subcontractor's insurance shall be filed with the ENGINEER.
4. **Commercial General Liability:** ENGINEER will maintain insurance protecting ENGINEER from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage including loss of use which may arise from operations under this Contract whether such operations be by ENGINEER or by a subcontractor or by anyone directly or indirectly employed under this Contract. ENGINEER's liability insurance shall be primary to any liability insurance maintained by the City. Unless otherwise specified within this Contract, ENGINEER's insurance minimum amounts will be as follows:
   a. $1,000,000.00 - per occurrence
   b. $2,000,000 – annual aggregate
   c. $2,000,000 – annual aggregate – Products/Completed Operations

   In addition, the following coverages should be included:
   a. Premises and Operations Bodily Injury and Property Damage
   b. Personal and Advertising Injury
   c. Products and Completed Operations Liability
   d. Blanket Contractual Liability
   e. Name CITY as an Additional Insured
5. **Commercial Automobile Liability:** ENGINEER will maintain insurance protecting ENGINEER from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for property damage including loss of use which may arise from operations under this Contract whether such operations were by ENGINEER or by subcontractor or by anyone directly or indirectly employed under this Contract. Unless otherwise specified within this Contract, the ENGINEER insurance minimum amounts will be as follows:

   $1,000,000.00 - per occurrence Combined Single Limit for Bodily Injury and Property Damage

   In addition, the following coverages should be included:

   Owned, Hired, and Non-owned
   Name CITY as an Additional Insured

6. **Professional Liability Insurance:**

   Unless otherwise specified within this Contract, ENGINEER insurance minimum amounts will be as follows:

   $1,000,000 – per claim or event
   $2,000,000 – annual aggregate

   This policy will provide coverage for all claims ENGINEER will become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to ENGINEER's professional services required under this Contract.

7. For work on railroad property, ENGINEER must obtain Railroad Protective Liability Insurance in accordance with Mn/DOT Specification 1708.2 (1995 Edition) or any subsequent changes or modifications to this specification.

C. ENGINEER must:

1. Include legal defense fees in addition to its liability policy limits, with the exception of Professional Liability Insurance above; and
2. Obtain insurance policies from an insurance company having an "AM BEST" rating of A-VIII or better.

D. CITY reserves the right to immediately rescind this Contract if ENGINEER is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against ENGINEER. Upon written request by the CITY's Authorized Agent, all insurance policies shall be open to inspection, and copies of policies may be requested.

ARTICLE 16 DELIVERABLE STANDARDS

A. CITY will have the authority to disapprove or reject services or deliverables that are defective. ENGINEER will be responsible for the accuracy of its work under this Contract and must make timely revisions or corrections without compensation resulting from errors and omissions on the part of ENGINEER. The services or deliverables provided to CITY by ENGINEER must be of such quality that they are suitable for their intended purpose.

B. ENGINEER's services and compensation under this Contract have been agreed to in anticipation of the orderly and continuous progress of the Project though completion. Unless specific periods of time or specific dates for providing services are specified in this Contract, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be require for the completion of said services.

C. If in this Contract specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CITY has requested changes in the scope, extent, or character of the Project; the time of performance of ENGINEER's services shall be adjusted equitably.

D. Neither party will be held responsible for delay or failure to perform when such delay or failure is due to any of the following, unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, or delays or defaults caused by public carriers, provided the defaulting party gives written notice as soon as possible to the other party of its inability to perform.

E. For purposes of this Contract the term "day" means a calendar day of 24 hours.

ARTICLE 17 ANTITRUST

A. ENGINEER assigns to CITY any and all claims for overcharges as to services and deliverables provided in connection with this Contract resulting from alleged antitrust violations, which arise under the antitrust laws of the United States and state of Minnesota.

ARTICLE 18 OFFICIALS NOT TO BENEFIT

A. Without prior written consent of CITY, ENGINEER must not employ any professional or technical personnel who are or have been at any time during the time period of this Contract in the employ of CITY, except retired CITY employees, without written consent from CITY.

B. ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ENGINEER, to solicit or secure this Contract, and that ENGINEER has not paid or agreed to pay any company or person, other than a bona fide employee working for ENGINEER, any fee, commissions, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making of this Contract.

ARTICLE 19 CANCELLATION

A. This Contract may be canceled by CITY within 30 days, at any time, with or without cause, upon written notice to the ENGINEER. In the event of such cancellation ENGINEER will be entitled to payment, determined on pro rata basis, for services and deliverables performed or delivered.

B. In the event CITY cannot or does not obtain funding, or funding cannot be continued at a level sufficient to allow for the purchasing of the services and deliverables contained herein, this Contract may be canceled within 30 days, at CITY's option, by written notice of cancellation delivered in person, by mail, or facsimile to ENGINEER at the address specified in this Contract. CITY will not be obligated to pay for any services and deliverables provided by ENGINEER after such notice of cancellation.

C. If City fails to make any payment due to ENGINEER for services satisfactorily performed and expenses within thirty days after the date of ENGINEER's invoice, ENGINEER may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold project deliverables due under this Contract until ENGINEER has been paid in full all amounts due for services, expenses and charges.

ARTICLE 20 ERRORS OR OMISSIONS

A. ENGINEER will be responsible for the accuracy of its work and must promptly make necessary revisions or corrections resulting from ENGINEER's negligent acts, errors, or omissions without additional compensation. Acceptance of the work by CITY will not relieve ENGINEER of the responsibility for subsequent correction of any errors or omissions or for clarification of any ambiguities.

B. At any time during construction or any phase of work performed by others based on data provided by ENGINEER, ENGINEER must confer with CITY when necessary for the purpose of interpreting the information secured and/or to correct any errors and/or omissions made by ENGINEER. ENGINEER must prepare any and all plans or data needed to correct the errors and/or omissions without added compensation, even though final payment may already have been received by ENGINEER. ENGINEER must give immediate attention to these changes so there will be minimal delay to the project.

C. If negligent acts, errors, or omissions are made by ENGINEER in any phase of the work, the correction of which may require additional field or office work, ENGINEER will be promptly notified by CITY and will be required to perform such additional work as may be necessary to correct these negligent acts, errors, or omissions without undue delay and without additional cost to CITY. If the ENGINEER is aware of any negligent acts, errors, or omissions made in any phase of its work, the corrections of which may require any additional field or office work, ENGINEER must promptly perform such additional work as may be necessary to correct these negligent acts, errors, or omissions without undue delay and without additional cost to CITY.

D. ENGINEER will be responsible for any damages incurred as a result of its negligent acts, errors, or omissions and for any loss or cost to repair or remedy ENGINEER's errors, omissions or negligent acts. Acceptance of the work by CITY will not relieve ENGINEER of the responsibility for subsequent correction of any such negligent acts, errors, or omissions, or of liability for loss or damage resulting therefrom.

E. ENGINEER must respond to CITY's notice of any errors and/or omissions within reasonable time and give immediate attention to these corrections to minimize any delays to the ENGINEER.

ARTICLE 21 DISPUTE RESOLUTION

A. Mediation. Any claim, controversy or dispute arising out of this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The mediation shall be conducted in Olmsted County, Minnesota, and in accordance with the Minnesota Civil Mediation Act, Minn. Stat. 572.31, et., seq. Any claim, controversy or dispute not resolved by mediation may be the subject of legal or equitable proceedings filed by either party. The legal or equitable proceedings must be venued in Olmsted County, Minnesota. The parties waive all rights to and claims for monetary awards other than compensatory damages.

ARTICLE 22 FEDERAL CLAUSES

If Federal Funds are involved with this Contract, the following additional conditions apply:

A. Compliance with Regulations. The subconsultant shall comply with Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation, hereinafter referred to as "DOT", Title 49, Code of Federal Regulations, Part 2, as they may be amended from time to time hereinafter referred to as the "Regulations", which are herein incorporated by reference and made part of this contract.

B. Non-discrimination. The subconsultant, with regard to the work performed by it during this contract, shall not discriminate on the grounds of race, color, national origin, sex, disabilities, or veteran's status in the selection and retention of subconsultants, subcontractors, including procurement of materials and leases of equipment. The subconsultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, including procurement of materials and equipment. In all solicitations either by competitive bidding or negotiation made by the subconsultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the ENGINEER of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, disabilities or veteran's status.

D. Information and Reports. The subconsultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the ENGINEER, sponsor, or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the subconsultant is in the exclusive possession of another who fails or refuses to furnish this information, the subconsultant shall so certify to the ENGINEER, sponsor, or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the subconsultant's noncompliance with the non-discrimination provisions of this contract, the CITY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

1. Withholding of payments to the subconsultant under the contract until the subconsultant complies, and/or,
2. Cancellation, termination or suspension of the contract, in whole or in part.

F. Policy. It is the policy of the DOT that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this contract. (Consequently, the MBE requirements of 49 CFR Part 23 apply to this contract and the subconsultant hereby agrees to abide by these requirements.)

G. DBE Obligation. The subconsultant agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this contract. In this regard, all contractors shall take all necessary and responsible steps in accordance with 49 CFR Part 23 to compete for and perform contracts. Contractors shall not discriminate on the

basis of race, color, national origin, sex, disability, or veteran's status in the award and performance of this DOT assisted contract.

INVOICE

City Project Number (JXXXX)
State Aid Project No.

To: Dillon Dombrovski
Department of Public Works
4001 West River Parkway NW, Suite 100
Rochester, MN 5901

Estimated Completion: _____%___

Period Ending: _____
Invoice Date: _____

INVOICE NO._____

Project Description:

Re: CITY Contract No. _____ _____
Contract Expiration Date: Dec 1, 202x _____

	TOTAL CONTRACT AMOUNT	TOTAL BILLING TO DATE	AMOUNT PREVIOUSLY BILLED	BILLED THIS INVOICE
1. DIRECT COSTS for Professional Services:				
2. OTHER DIRECT COSTS: (Attach support documentation)				
3. SUBCONTRACTORS: (Attach support documentation)				
NET EARNINGS TOTALS:				
TOTAL AMOUNT DUE THIS INVOICE:				

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Contract with WHKS for Design of the 2027 Sanitary Sewer Manhole Rehabilitation at Various Locations - Project No. J4349

MEETING DATE:
March 16, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Aaron Luckstein

Action Requested:

1. Authorizing a contract with WHKS, in the amount of $33,280 from March 17, 2026, to March 17, 2028, for the design of the 2027 Sanitary Sewer Manhole Rehabilitation at Various Locations - Project No. J4349 and;
2. Authorizing City staff to advertise for bids and schedule a bid opening once the project's design is completed.

Report Narrative:

The 2027 Sanitary Manhole Rehabilitation Program is a continuation of the City's ongoing effort to remediate sanitary sewer system inflow & infiltration (I&I) sources and to improve the structural integrity of the sanitary sewer system. Sanitary Manholes in various areas of the City have been identified by the City sewer crew as being of a condition that enables I&I to enter into the sanitary sewer system and/or of a defective condition that requires either manhole replacement or an alternative rehabilitation technique. Some of these sanitary manhole rehabilitation projects employ techniques that city staff are not equipped to perform; therefore, a private specialty contractor is needed. The sanitary manhole rehabilitation will decrease the amount of I&I that enters into the sanitary sewer system and extend the useful life of sanitary system.

WHKS provided consulting services for several of the recent sanitary manhole rehabilitation projects. They have a detailed understanding of the specifications and program requirements; therefore, able to recommend how the City can address the greatest needs in the most efficient way with our $750,000 annual I&I construction budget. WHKS submitted a proposal to complete the design of the 2027 Sanitary Sewer Manhole Rehabilitation at Various Locations - Project No. J4349, for a cost of time and materials not to exceed $33,280.

Priorities & Foundational Principles:

Fiscal Responsibility & Sustainability
Quality Services

Policy Considerations & DEI Impact:

This project advances Council's Strategic Priority of delivering Quality Services by implementing proactive measures to mitigate inflow and infiltration within the sanitary sewer infrastructure. It supports long-term infrastructure reliability through planned maintenance, as guided by the Sanitary Sewer Master Plan, and ensures compliance with current City standards.

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

Fiscal & Resource Impact:
The project is in the 2026-2031 Sewer and Water Capital Improvement Plan (CIP) as Map No. 4 and is funded by the Sewer Utility Fund.

The budgeted construction cost for the manhole lining work is $750,000. Final construction bids will be brought back to council for approval.

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

Prepared By:
Russ Kelm

Attachments:
Engineering Services Contract - WHKS Design Services - Project No. J4349

City of Rochester

PROFESSIONAL TECHNICAL (NONCITY EMPLOYEE) SERVICES

Project Identification: 2027 Sanitary Sewer Manhole Rehabilitation at Various Locations

Accounting Information:

Fiscal Year: 2026	Fund:	Project No.:
Total Contract Amt: $33,280	State Aid Project No.:	Job No.: J4349

This Contract between the City of Rochester, MN (CITY) and WHKS & Co. ("ENGINEER");
Address: WHKS & Co.
2905 South Broadway,
Rochester, MN 55904-5515

WHEREAS, CITY does not have available necessary and / or qualified personnel to conduct the services as described herein; and

WHEREAS, ENGINEER represents that it is licensed and agrees to perform all services described in this Contract.

NOW, THEREFORE it is agreed that ENGINEER, who is not a city employee, will perform the work under this Contract, including the Special and General Conditions and any exhibits or other conditions which are attached and incorporated.

Effective Date: **March 17, 2026** Expiration Date: **March 17, 2028**

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

ENGINEER

By: _____Date: _____
William Angerman, PE
Title: Executive Vice President, COO

CITY OF ROCHESTER

By: _____Date: _____ And By: _____Date:_____
Kim Norton, Mayor Ann M. Kasel, City Clerk

Approved as to Form & Execution

_____
Michael Spindler-Krage, Deputy City Attorney

SPECIAL CONDITIONS

ARTICLE 1 **TERM OF CONTRACT**

Effective Date:	March 17, 2026
Work Completion Date:	March 17, 2028
Expiration Date:	March 17, 2028

ARTICLE 2 **SCOPE OF WORK**

A. Detailed Scope of Work: Attachment A
B. Work Plan Outline: Attachment B
C. General Conditions: See attached.
D. Survey and CAD Standards: See attached.

ARTICLE 3 **CONSIDERATION OF PAYMENT**

Consideration for all services performed by ENGINEER, as defined by this contract, will be paid by CITY on an hourly, fee schedule basis, not to exceed for the following items:

ENGINEER Services Cost		
Project Management and Final Design	Lump Sum based on actual cost and expense according to the attached estimate of costs and fee structure as outlined in Attachment B	$33,280
	TOTAL CONTRACT AMOUNT:	**$33,280**

ARTICLE 4 **ENGINEER'S PERSONNEL**

ENGINEER'S Authorized Agent, or Key Personnel:
Name: William K Angerman, P.E.
Title: Executive Vice President, COO
Address: 2905 South Broadway, Rochester, MN 55904-5515
Phone: (507) 288-3923
Email: bangerman@whks.com
Responsibility Project Principal

If ENGINEER'S Authorized Agent changes at any time during this Contract, ENGINEER must immediately notify CITY.

ARTICLE 5 **CITY'S AUTHORIZED AGENT / PROJECT MANAGER**

CITY'S Authorized Agent, or Project Manager will be:
Name: **Matt Crawford**
Title: **Project Development Manager**
Address: **301 37th St NW, Rochester, MN 55901**
Phone: **(507) 328-2411**
Email: **mcrawford@rochestermn.gov**
Responsibility**:** **Project Manager**

CITY'S Authorized Agent will have authority to accept or reject ENGINEER'S services and deliverables. If such services and deliverables are acceptable and satisfactory, the CITY'S Authorized Agent will certify each invoice submitted for payment by the ENGINEER.

Attachment A
Final Design Services for 2027 Sanitary Sewer Manhole Rehabilitation at Various Locations
J4349

Overview

The purpose of this task assignment is to perform Final Design engineering services for the "2027 Sanitary Sewer Manhole Rehabilitation at Various Locations" project. We anticipate that the project will include rehabilitation of manholes previously inspected in Phase 3 and 4 of the large diameter sanitary sewer manhole inspections. It is estimated there will be an additional 20 manholes identified by City staff for rehabilitation. The 20 manholes have not been inspected, or their conditions documented. The anticipated construction budget is $750,000.

Detailed Scope of work

Task 1 – Project Management and General Meetings

1.1 Project Management. Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of monthly status reports, and general administrative activities.

1.2 General Meetings. Meet with City Staff to review and discuss City's list of manholes. One virtual Teams meeting is anticipated.

Task 2 –Plans and Specifications

2.1 Inspect Manholes. The previously inspected manholes from Phase 3 and 4 of the large diameter sanitary sewer manhole inspections will not be inspected. The findings from the previous inspections will be used to determine the appropriate rehabilitation technique to use on each manhole. An additional 20 manholes will be inspected. It is assumed that they are located within 50 feet of on-street access. The cost for WHKS-provided traffic control is included in this proposal to be charged per day if required for the inspections.

2.2 Prepare Plans and Specifications for Manhole Rehabilitation. WHKS will select rehabilitation techniques for each manhole based on WHKS manhole inspections and City provided notes in accordance with City of Rochester Standard Manhole Rehabilitation Detail Plates.

2.3 Answer Contractor Questions during Manhole Rehabilitation Bidding. Answer Contractor questions during bid phase of Manhole Rehabilitation project.

2.4 Deliverables. Plans, Specifications, Engineers Cost Opinion, and GIS Shapefile of the manhole repair locations. Plans will consist of GIS-based Maps, Manhole List, Rehabilitation Detail Plates and notes for manhole repair and surface restoration. GIS shapefile will include metadata in accordance with City of Rochester standards.

Task 3 –Construction

Construction observation services to be provided as additional services if requested.

Attachment B. Work Plan Outline		PROJECT TITLE: 2027 Sanitary Sewer Manhole Rehabilitation at Various Locations, Project J4349					2/4/26
		WHKS					
DESCRIPTION OF PROFESSIONAL SERVICES OR TASKS Project Design		Project Principal	Project Manager	Engr 1	Engr 2	Manhole Inspection Team	TOTALS
		Staff Assignment by Hours					
Task 1	**Project Management and General Meetings**						
1.1	Project Management	2.0	8.0				10.0
1.2	General Meetings		2.0	2.0			4.0
Task 2	**Plans and Specifications**						
2.1	Inspect Manholes		2.0	2.0		16.0	20.0
2.2	Prepare Plans and Specifications for Manhole Rehab.	2.0	16.0	80.0	80.0		178.0
2.3	Answer Contractor Questions during Manhole Rehab Bidding		8.0				8.0
TOTAL HOURS		4.0	36.0	84.0	80.0	16.0	220.0
HOURLY RATES		270.00	160.00	140.00	125.00	230.00	
SUBTOTAL FEE		1,080.00	5,760.00	11,760.00	10,000.00	3,680.00	$32,280.00
ESTIMATED EXPENSES							$1,000.00
TOTAL FEE + EXPENSES							$33,280.00

Estimated Expenses - WHKS

Mileage	$100.00
Postage & Printing	$200.00
Traffic Control $500 Per Day - assumes one (1) day	$500.00
Misc.	$200.00
Subtotal	$1,000.00

GENERAL CONDITIONS

ARTICLE 1 TERM OF CONTRACT

A. This Contract will be effective upon the date set in the Special Conditions, or upon execution and approval by the appropriate CITY officials, pursuant to City of Rochester Home Rule Charter, and the appropriate ENGINEER officials, which ever event occurs later. This Contract will remain in effect until the Expiration Date set in the Special Conditions, or until all obligations set forth in this Contract have been fulfilled, whichever event occurs first.

B. For delays encountered that are beyond ENGINEER's control, and upon written request from ENGINEER, the CITY's Authorized Agent may extend the Work Completion Date, as set forth in the Special Conditions of this Contract. The length of such time extension will be determined by the CITY's Agent.

C. It will be ENGINEER's responsibility to reasonably notify CITY's Authorized Agent, in writing, if ENGINEER has reason to believe the project will not be completed as scheduled. CITY's Authorized Agent will have the authority to adjust the schedule and final cost associated with such delays, in writing, within the terms of the Contract.

ARTICLE 2 GOVERNING LAW, JURISDICTION, AND VENUE

A. This Contract will be interpreted pursuant to Minnesota Law. Any citation to federal or state law incorporates the language of that law into this Contract as if fully set forth herein. Venue for all legal proceedings arising out of this Contract, or breach, will be in the applicable state or federal court with competent jurisdiction in Olmsted County, Minnesota.

ARTICLE 3 TERMS OF GENERAL CONDITIONS

A. Any and all provisions of these General Conditions will remain in force unless they are specifically and deliberately canceled or modified, in writing, by the Special Conditions of this Contract.

B. To the extent of any inconsistencies between the Special Conditions and these General Conditions, the Special Conditions will control. Minnesota Law supersedes any of the Special Conditions or General Conditions set forth in this Contract.

ARTICLE 4 TERMS OF PAYMENT

A. Subject to the provisions of the Special and General Conditions, all services performed and deliverables satisfactorily supplied by ENGINEER pursuant to this Contract will be paid by CITY. Compensation will be in accordance with the Special Conditions, ARTICLE 3, "Consideration of Payment".

B. If it appears at any time that ENGINEER will exceed the Total Contract Amount stated in the Special Conditions of this Contract, ENGINEER must notify CITY's Authorized Agent in writing in a timely manner. ENGINEER may not be compensated for work performed in excess of the Total Contract Amount without a written, and fully executed, amendment to the Contract. Any work performed beyond that, which is provided for in this Contract without a prior written amendment signed by CITY, may be deemed voluntary and ENGINEER may not be entitled to compensation for the extra work.

C. If ENGINEER claims any instructions, latent conditions, or conditions exist that cause extra cost under this Contract, ENGINEER must make claim for any extra cost incurred in writing 20 Calendar days after such instruction or observance of conditions. Latent conditions are conditions not anticipated by the Special Conditions of this Contract. Any claim made after this time may be refused and no claim will be valid unless so made. Any work performed under an amendment to this Contract that has not been properly approved and executed by the parties will be performed at ENGINEER's own risk.

D. Reimbursement for travel and subsistence expenses actually and necessarily incurred by ENGINEER as a result of performance of this Contract must not exceed the amount defined in the Special Conditions. ENGINEER will be reimbursed for travel and subsistence expenses in the same manner and in no greater amount than provided in the current "Mn/DOT Travel Regulations".

ARTICLE 5 PROCEDURE FOR PAYMENT

A. Payments will be made by CITY within 30 days of ENGINEER's presentation of invoices and progress reports, properly prepared, for services performed in accordance with this contract. CITY shall notify ENGINEER in writing within 30 days of ENGINEER's presentation of invoices if they believe the progress reports were not properly prepared or the services were not properly performed in accordance with the contract.

B. Invoices for payment must be submitted by ENGINEER monthly to the CITY's Authorized Agent in the form prescribed by CITY. A sample invoice format is attached to this General Conditions. Invoices must identify the cost for the services performed and delivered for the billing period and must satisfy the requirements listed below:

For lump sum and other contracts:

1. Each invoice must contain the following information: CITY contract invoice number (sequentially numbered), billing address if different from business address, and ENGINEER's original signature attesting that the invoiced services and costs are new and that no previous charge for those services and deliverables has been included in any prior invoice.
2. The original of each invoice and progress report must be sent to the CITY's Authorized Agent for review and payment.

For other contracts only:

3. Direct non-salary costs allocable to the work under this Contract, and defined in the Special Conditions of this Contract, must be itemized and supported with invoices or billing documents to show that such costs are properly allocable to the work. Direct non-salary costs are any costs that are not the salaried costs directly related to the work of the ENGINEER. Supporting documentation must be provided in a manner that corresponds to each direct cost.
4. ENGINEER must provide, upon request of the CITY's Authorized Agent, the following supporting documentation:

   a. Direct salary costs of employees' time directly chargeable for the services performed under this Contract. This must include a payroll cost breakdown identifying the name of the employee, classification, actual rate of pay, hours worked, and total payment for each invoice period; and

   b. Signed time sheets or payroll cost breakdown for each employee listing dates and hours worked. Computer generated printouts of labor costs for the project must contain the project number, each employee's name, hourly rate, regular and overtime hours, and the dollar amount charged to the project for each pay period.

C. If ENGINEER is authorized by CITY to use or uses any subcontractors, ENGINEER must include all the above supporting documentation in any subconsultant's Contract, and ENGINEER must comply with Minnesota Statutes Section 16A.1245, requiring timely payment by ENGINEER of subcontractors, penalties for late payments, and defining costs the subcontractor must be awarded if the subcontractor prevails in a lawsuit.

D. ENGINEER must require subcontractors' invoices to follow the same form and contain the same information as set forth above.

ARTICLE 6 CONDITIONS OF PAYMENT

A. All services and deliverables provided by ENGINEER under this Contract will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. ENGINEER makes no warranties, expressed or implied, under this Contract or otherwise, in connection with ENGINEER's services The ENGINEER endeavors to comply with the following:

1. All current applicable federal, state, and local laws, ordinances, rules, and regulations.
2. All current state standards, policies, and practices required by applicable law to perform ENGINEER's services.

B. ENGINEER will not receive payment for work performed in violation of federal, state, or local laws, ordinances, rules, or regulations.

C. All deliverables covered by progress payments made by CITY will become the sole property of CITY. This provision must not be construed as relieving ENGINEER from sole responsibility for services and deliverables upon which payments have been made or the restoration of any damaged work or as waiving the right of CITY to require the fulfillment of all of the terms of this Contract. If the CITY uses the ENGINEER's deliverables in a manner beyond the scope of this contract, it

shall indemnify ENGINEER for claims resulting from this reuse. The CITY grants ENGINEER a non-exclusive license, to the extent of the CITY's rights in such data, to use the ENGINEER Data for other purposes.

D. Nothing in this Contract must be construed in any way to relieve ENGINEER from its obligation to complete the services and/or deliverables described in this Contract for a sum not to exceed that is set forth in the Special Conditions.

ARTICLE 7 ASSIGNMENT

A. ENGINEER may neither assign nor transfer any rights or obligations under this Contract without prior written authorization from the CITY's Authorized Agent. The written authority will in no way relieve ENGINEER from the primary responsibility for performance of the services and deliverables specified in this Contract.

ARTICLE 8 SUBCONTRACTS

A. ENGINEER must require all subcontractor contracts to contain all appropriate terms and conditions of this Contract. The use of subcontractors does not relieve the ENGINEER from performing and delivering the work stated in this Contract.

B. A copy of any and all subcontractor contracts must be sent to the CITY's Authorized Agent after execution of the subcontractor contract and prior to work starting under the subcontractor contract.

ARTICLE 9 AMENDMENTS, CHANGE ORDERS, MERGER, COUNTERPARTS, AND WAIVER

A. Amendments to this Contract will be considered only for unforeseen work or services that were excluded in the Scope of Work, entitled "Detailed Scope of Work," and that are considered essential to the work. Any written claim made by ENGINEER for extra work or costs under this Contract that has been approved by the CITY's Authorized Agent must be evidenced by an amendment to this Contract. Amendments must be in writing and executed and approved by the same parties and officials who executed and approved the original Contract, or their successors in office. ENGINEER must notify CITY's Project Manager in writing if ENGINEER will be delayed in any way from completing the project under this Contract.

B. The work to be done in connection with this Contract may be changed at the request of CITY, with the mutual concurrence of ENGINEER. Any change will be clearly and fully defined in writing, and approved by both parties. Change orders must be consistent with the basic purpose of this Contract and within the general Scope of Services identified in the Special Conditions. Changes in the Total Contract Amount or the Contract Expiration Date are not permitted in a change order.

C. This contract constitutes the entire agreement between the parties. No waiver, consent, modification or change of terms of this Contract shall bind either party unless in writing and signed by both parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance and for the specific purpose given. There are no understandings, agreements or representations, oral or written, not specified herein regarding this Contract. ENGINEER, by the signature below of its authorized representative, hereby acknowledges that the ENGINEER has read this Contract, understands it and agrees to be bound by its terms and conditions.

D. This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute the same contract.

ARTICLE 10 COMPLIANCE WITH LICENSES, PERMITS, AND OTHER REGULATIONS

A. ENGINEER shall procure all licenses, permits, or other rights necessary to fulfill its obligations under this Contract in compliance with all applicable federal and state laws.

ARTICLE 11 DATA PRACTICES AND INTELLECTUAL PROPERTY

A. ENGINEER must comply with the Minnesota Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by CITY in accordance with this Contract and as it applies to all data created, gathered, generated, or acquired in accordance with this Contract.

B. Any reports, studies, photographs, negatives, or other documents created and paid for by ENGINEER in the performance of its obligations under this Contract are instruments of service in respect to ENGINEER's services and are the exclusive property of CITY. ENGINEER must remit all such materials to CITY upon completion or cancellation of this Contract. The CITY will indemnify ENGINEER for claims resulting from any reuse of such materials beyond the scope of this Contract. The City shall grant the ENGINEER a non-exclusive license, to the extent of the CITY's rights in such data, to use the ENGINEER Data for other purposes. ENGINEER waives all claims against the CITY resulting in any way from any reuse of the ENGINEER.

C. Unless otherwise directed by CITY, the originals of reports, drawings and plans; and legibly reproducible copies of work sheets, field notes, computations, and other project data must be relinquished to CITY:

1. Upon written notice of completion or cancellation of this Contract.
2. Upon written notification by CITY.
3. Prior to final payment by CITY to ENGINEER for this Contract.

D. Notwithstanding the above paragraphs, work papers, proprietary information, processes, methodologies, know-how and software ("Engineering Data") previously belonging or licensed to Engineer and used to perform ENGINEER's services shall remain the property of ENGINEER.. ENGINEER shall retain an ownership and property interest therein (including the copyright and the right of reuse at the direction of the ENGINEER), whether or not the Project is completed. To the extent the services performed by ENGINEER contain Engineering Data, ENGINEER hereby grants to CITY a non-exclusive, non-assignable, royalty-free, irrevocable license to use such Engineering Data for the purposes set forth herein, subject to the following limitations: such Engineering Data are not intended or represented to be suitable for use or reuse by CITY on extension of the Project or on any other project without written verification or adaptation by ENGINEER and any such reuse or modification of the Engineering Data without the written verification or adaptation by ENGINEER shall be done at CITY's sole risk and without liability to ENGINEER.

ARTICLE 12 LIABILITY

A. General - Having considered the potential liabilities that may exist during the performance of the Services, the benefits of the project, and the ENGINEER's fee for the Services, and in consideration of the promises contained in this Contract, CITY and ENGINEER agree to allocate and limit such liabilities in accordance with this Article.

B. Indemnification - ENGINEER and CITY (the "Indemnifying Party") shall be liable for its own negligent acts, errors and omissions to the extent provided by law and subject to the CITY's cap on municipal tort liability under Minnesota Statutes Section 466.04, and hereby agrees to defend, indemnify, and hold harmless the other ("the Indemnified Party"), from any liability, damages, and costs arising from the negligent acts of ENGINEER and CITY and anyone for whose negligent acts they may be liable for in the performance of professional services required under this Contract which the Indemnified Party, its officers and employees may hereafter sustain, incur or be required to pay to the full effect provided by Minnesota Statutes Chapter 337, to the extent the ENGINEER and CITY are responsible for such liability, costs, damages, , including reasonable attorneys' fees, In the event claims, losses, damages, or expenses are caused by the joint or concurrent negligence of ENGINEER and CITY, they shall be borne by each party in proportion to its own negligence.

C. Survival - Upon completion of all services, obligations, and duties provided for in this Contract, or if this Contract is terminated for any reason, the terms and conditions of this Article shall survive.

ARTICLE 13 WORKERS' COMPENSATION

A. Any and all employees of ENGINEER, including its subcontractors, or other persons while engaged in the performance of any work or services required by ENGINEER under this Contract, will not be considered employees of CITY. Any and all claims that may arise under the Workers' Compensation Act of Minnesota on behalf of said employees, or other persons while so engaged, and any and all claims made by any third party as a consequence of any act or omission on the part of ENGINEER's employees, or other person while so engaged on any of the work or services to be rendered, will in no way be the obligation or responsibility of CITY. Pursuant to Minnesota Statutes 176.182, acceptable evidence of compliance with Workers' Compensation insurance coverage requirements must be presented to CITY before CITY may enter into a contract with ENGINEER.

ARTICLE 14 BONDS

This Article is hereby deleted.

ARTICLE 15 INSURANCE

A. A certificate of insurance for each type of insurance required under this Contract must be filed with the CITY's Authorized Agent within 30 days of execution of this Contract and prior to commencement of any work under this Contract. Each policy must contain a requirement that the insurer provide the CITY a 30-day notice of cancellation.

B. ENGINEER must maintain and furnish satisfactory evidence of the following insurance policies:

1. ENGINEER shall procure and maintain for the term of the Contract, insurance coverage as is reasonable and necessary for performed services by ENGINEER and its employees.
2. The ENGINEER shall be responsible for obtaining separate certificates and endorsements for each subconsultant. ENGINEER shall determine the appropriate level of insurance coverage and limits from its subconsultants.
3. **Workers' Compensation Insurance:** ENGINEER will provide Workers' Compensation insurance for all ENGINEER employees and, in case any work is subcontracted, ENGINEER will require the subcontractor to provide Workers' Compensation insurance in accordance with the statutory requirements of CITY of Minnesota, and including Coverage B, Employer's Liability, at limits not less than $500,000.00 bodily injury by disease per employee; $500,000.00 bodily injury by disease aggregate; and $500,000.00 bodily injury by accident. Evidence of subcontractor's insurance shall be filed with the ENGINEER.
4. **Commercial General Liability:** ENGINEER will maintain insurance protecting ENGINEER from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services as well as from claims for property damage including loss of use which may arise from operations under this Contract whether such operations be by ENGINEER or by a subcontractor or by anyone directly or indirectly employed under this Contract. ENGINEER's liability insurance shall be primary to any liability insurance maintained by the City. Unless otherwise specified within this Contract, ENGINEER's insurance minimum amounts will be as follows:
   a. $1,000,000.00 - per occurrence
   b. $2,000,000 – annual aggregate
   c. $2,000,000 – annual aggregate – Products/Completed Operations

   In addition, the following coverages should be included:
   a. Premises and Operations Bodily Injury and Property Damage
   b. Personal and Advertising Injury
   c. Products and Completed Operations Liability
   d. Blanket Contractual Liability
   e. Name CITY as an Additional Insured
5. **Commercial Automobile Liability:** ENGINEER will maintain insurance protecting ENGINEER from claims for damages for bodily injury, including sickness or disease, death, and for care and loss of services, as well as from claims for property damage including loss of use which may arise from operations under this Contract whether such operations were by ENGINEER or by subcontractor or by anyone directly or indirectly employed under this Contract. Unless otherwise specified within this Contract, the ENGINEER insurance minimum amounts will be as follows:

   $1,000,000.00 - per occurrence Combined Single Limit for Bodily Injury and Property Damage

   In addition, the following coverages should be included:

   Owned, Hired, and Non-owned
   Name CITY as an Additional Insured

6. **Professional Liability Insurance:**

   Unless otherwise specified within this Contract, ENGINEER insurance minimum amounts will be as follows:

   $1,000,000 – per claim or event
   $2,000,000 – annual aggregate

   This policy will provide coverage for all claims ENGINEER will become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to ENGINEER's professional services required under this Contract.

7. For work on railroad property, ENGINEER must obtain Railroad Protective Liability Insurance in accordance with Mn/DOT Specification 1708.2 (1995 Edition) or any subsequent changes or modifications to this specification.

C. ENGINEER must:

1. Include legal defense fees in addition to its liability policy limits, with the exception of Professional Liability Insurance above; and
2. Obtain insurance policies from an insurance company having an "AM BEST" rating of A-VIII or better.

D. CITY reserves the right to immediately rescind this Contract if ENGINEER is not in compliance with the insurance requirements and retains all rights to pursue any legal remedies against ENGINEER. Upon written request by the CITY's Authorized Agent, all insurance policies shall be open to inspection, and copies of policies may be requested.

ARTICLE 16 DELIVERABLE STANDARDS

A. CITY will have the authority to disapprove or reject services or deliverables that are defective. ENGINEER will be responsible for the accuracy of its work under this Contract and must make timely revisions or corrections without compensation resulting from errors and omissions on the part of ENGINEER. The services or deliverables provided to CITY by ENGINEER must be of such quality that they are suitable for their intended purpose.

B. ENGINEER's services and compensation under this Contract have been agreed to in anticipation of the orderly and continuous progress of the Project though completion. Unless specific periods of time or specific dates for providing services are specified in this Contract, ENGINEER's obligation to render services hereunder will be for a period which may reasonably be require for the completion of said services.

C. If in this Contract specific periods of time for rendering services are set forth or specific dates by which services are to be completed are provided, and if such periods of time or dates are changed through no fault of ENGINEER, the rates and amounts of compensation provided for herein shall be subject to equitable adjustment. If CITY has requested changes in the scope, extent, or character of the Project; the time of performance of ENGINEER's services shall be adjusted equitably.

D. Neither party will be held responsible for delay or failure to perform when such delay or failure is due to any of the following, unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure: fire, flood, epidemic, strikes, wars, acts of God, unusually severe weather, or delays or defaults caused by public carriers, provided the defaulting party gives written notice as soon as possible to the other party of its inability to perform.

E. For purposes of this Contract the term "day" means a calendar day of 24 hours.

ARTICLE 17 ANTITRUST

A. ENGINEER assigns to CITY any and all claims for overcharges as to services and deliverables provided in connection with this Contract resulting from alleged antitrust violations, which arise under the antitrust laws of the United States and state of Minnesota.

ARTICLE 18 OFFICIALS NOT TO BENEFIT

A. Without prior written consent of CITY, ENGINEER must not employ any professional or technical personnel who are or have been at any time during the time period of this Contract in the employ of CITY, except retired CITY employees, without written consent from CITY.

B. ENGINEER warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for ENGINEER, to solicit or secure this Contract, and that ENGINEER has not paid or agreed to pay any company or person, other than a bona fide employee working for ENGINEER, any fee, commissions, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award of making of this Contract.

ARTICLE 19 CANCELLATION

A. This Contract may be canceled by CITY within 30 days, at any time, with or without cause, upon written notice to the ENGINEER. In the event of such cancellation ENGINEER will be entitled to payment, determined on pro rata basis, for services and deliverables performed or delivered.

B. In the event CITY cannot or does not obtain funding, or funding cannot be continued at a level sufficient to allow for the purchasing of the services and deliverables contained herein, this Contract may be canceled within 30 days, at CITY's option, by written notice of cancellation delivered in person, by mail, or facsimile to ENGINEER at the address specified in this Contract. CITY will not be obligated to pay for any services and deliverables provided by ENGINEER after such notice of cancellation.

C. If City fails to make any payment due to ENGINEER for services satisfactorily performed and expenses within thirty days after the date of ENGINEER's invoice, ENGINEER may, after giving seven days written notice to CITY, and without waiving any claim or right against CITY and without incurring liability whatsoever to CITY, suspend services and withhold project deliverables due under this Contract until ENGINEER has been paid in full all amounts due for services, expenses and charges.

ARTICLE 20 ERRORS OR OMISSIONS

A. ENGINEER will be responsible for the accuracy of its work and must promptly make necessary revisions or corrections resulting from ENGINEER's negligent acts, errors, or omissions without additional compensation. Acceptance of the work by CITY will not relieve ENGINEER of the responsibility for subsequent correction of any errors or omissions or for clarification of any ambiguities.

B. At any time during construction or any phase of work performed by others based on data provided by ENGINEER, ENGINEER must confer with CITY when necessary for the purpose of interpreting the information secured and/or to correct any errors and/or omissions made by ENGINEER. ENGINEER must prepare any and all plans or data needed to correct the errors and/or omissions without added compensation, even though final payment may already have been received by ENGINEER. ENGINEER must give immediate attention to these changes so there will be minimal delay to the project.

C. If negligent acts, errors, or omissions are made by ENGINEER in any phase of the work, the correction of which may require additional field or office work, ENGINEER will be promptly notified by CITY and will be required to perform such additional work as may be necessary to correct these negligent acts, errors, or omissions without undue delay and without additional cost to CITY. If the ENGINEER is aware of any negligent acts, errors, or omissions made in any phase of its work, the corrections of which may require any additional field or office work, ENGINEER must promptly perform such additional work as may be necessary to correct these negligent acts, errors, or omissions without undue delay and without additional cost to CITY.

D. ENGINEER will be responsible for any damages incurred as a result of its negligent acts, errors, or omissions and for any loss or cost to repair or remedy ENGINEER's errors, omissions or negligent acts. Acceptance of the work by CITY will not relieve ENGINEER of the responsibility for subsequent correction of any such negligent acts, errors, or omissions, or of liability for loss or damage resulting therefrom.

E. ENGINEER must respond to CITY's notice of any errors and/or omissions within reasonable time and give immediate attention to these corrections to minimize any delays to the ENGINEER.

ARTICLE 21 DISPUTE RESOLUTION

A. Mediation. Any claim, controversy or dispute arising out of this Agreement shall be subject to non-binding mediation as a condition precedent to the institution of legal or equitable proceedings by either party. The mediation shall be conducted in Olmsted County, Minnesota, and in accordance with the Minnesota Civil Mediation Act, Minn. Stat. 572.31, et., seq. Any claim, controversy or dispute not resolved by mediation may be the subject of legal or equitable proceedings filed by either party. The legal or equitable proceedings must be venued in Olmsted County, Minnesota. The parties waive all rights to and claims for monetary awards other than compensatory damages.

ARTICLE 22 FEDERAL CLAUSES

If Federal Funds are involved with this Contract, the following additional conditions apply:

A. Compliance with Regulations. The subconsultant shall comply with Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation, hereinafter referred to as "DOT", Title 49, Code of Federal Regulations, Part 2, as they may be amended from time to time hereinafter referred to as the "Regulations", which are herein incorporated by reference and made part of this contract.

B. Non-discrimination. The subconsultant, with regard to the work performed by it during this contract, shall not discriminate on the grounds of race, color, national origin, sex, disabilities, or veteran's status in the selection and retention of subconsultants, subcontractors, including procurement of materials and leases of equipment. The subconsultant shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

C. Solicitations for Subcontracts, including procurement of materials and equipment. In all solicitations either by competitive bidding or negotiation made by the subconsultant for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the ENGINEER of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, disabilities or veteran's status.

D. Information and Reports. The subconsultant shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the ENGINEER, sponsor, or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such regulations, orders, and instructions. Where any information required of the subconsultant is in the exclusive possession of another who fails or refuses to furnish this information, the subconsultant shall so certify to the ENGINEER, sponsor, or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

E. Sanctions for Noncompliance. In the event of the subconsultant's noncompliance with the non-discrimination provisions of this contract, the CITY shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

   1. Withholding of payments to the subconsultant under the contract until the subconsultant complies, and/or,
   2. Cancellation, termination or suspension of the contract, in whole or in part.

F. Policy. It is the policy of the DOT that minority business enterprises as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this contract. (Consequently, the MBE requirements of 49 CFR Part 23 apply to this contract and the subconsultant hereby agrees to abide by these requirements.)

G. DBE Obligation. The subconsultant agrees to ensure that minority business enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided under this contract. In this regard, all contractors shall take all necessary and responsible steps in accordance with 49 CFR Part 23 to compete for and perform contracts. Contractors shall not discriminate on the

basis of race, color, national origin, sex, disability, or veteran's status in the award and performance of this DOT assisted contract.

INVOICE

City Project Number (JXXXX)
State Aid Project No.

To: Dillon Dombrovski
Department of Public Works
4001 West River Parkway NW, Suite 100
Rochester, MN 5901

Estimated Completion: _____%___

Period Ending: _____
Invoice Date: _____

INVOICE NO._____

Project Description:

Re: CITY Contract No. _____ _____
Contract Expiration Date: Dec 1, 202x _____

	TOTAL CONTRACT AMOUNT	TOTAL BILLING TO DATE	AMOUNT PREVIOUSLY BILLED	BILLED THIS INVOICE
1. DIRECT COSTS for Professional Services:				
2. OTHER DIRECT COSTS: (Attach support documentation)				
3. SUBCONTRACTORS: (Attach support documentation)				
NET EARNINGS TOTALS:				
TOTAL AMOUNT DUE THIS INVOICE:				

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Contract Amendment with Toole Design Group for Professional Engineering Design Services for the Reimagining 6th Avenue West Project - Project Number J8908

MEETING DATE:
March 16, 2026

ORIGINATING DEPT:
City Administration

AGENDA SECTION:
Consent Agenda

PRESENTER:
Steve Sampson Brown

Action Requested:

Authorizing contract amendment No.3 in the amount of $1,463,262.21 for the reconstruction of 6th Avenue West from West Center to Civic Center Drive as well as the cross streets of 3rd Ave NW, 2nd Ave NW, 1st Ave NW, and W. Center between 6th Avenue and 5th Avenue. - Project Number J8908.

Report Narrative:

This project seeks to address the opportunity to Reimagine Sixth Avenue West in its post Bold. Forward. Unbound in Rochester (BFUiR) construction state – as a pedestrian focused, key mobility connector. At the March 2, 2026 City Council meeting, Council adopted the corridor concept plan for 6th Avenue and authorized the preparation of final design plans and bid documents for the reconstruction for 6th Avenue. In addition to 6th Avenue, four east/west cross street blocks were added to this project scope to complete necessary UPUI work and replace utilities that are nearing their end of life. A summary of the project limits are described below and represented in the attached map.

- 6th Avenue West: From W. Center Street to Civic Center Drive (full re-construct)
- 6th Avenue West: From 2nd St SW and Center Street West (Street Surface, Bike Lanes, and Sidewalks only)
- W. Center: From 6th Avenue to mid-block between 6th Avenue and 5th Avenue.
- 1st St NW: From 6th Avenue to just before the 5th Avenue intersection.
- 2nd St NW: From 6th Avenue to just before the 5th Avenue intersection.
- 3rd St NW: From 6th Avenue to just before the 5th Avenue intersection.

In July 2025, Toole Design was contracted to develop conceptual corridor designs for 6th Avenue West. The initial contract scope was for the community engagement and the conceptual design phase of 1st Avenue, Broadway Avenue, and 6th Avenue. Contract Amendment 1 for $9,995 was approved by city staff to expand community engagement efforts and Contract Amendment 2 was approved by the City Council on December 1, 2025 to add 2nd Avenue as a corridor to study. Now that the concept design has been adopted by City Council, we are requesting approval of Amendment 3. The proposed amendment retains Toole Design as the primary consultant and will bring this project to 100% design plans and assist throughout the bidding process. The scope of work includes the following tasks:

- Project Management and Coordination

- Public and Stakeholder Engagement
- Preliminary Design
- Final Design
- Adjacent Project Coordination with on-going BFUiR work

The design and engineering phase will continue throughout 2026 and the project team is expecting to release construction bid documents in early 2027 for blocks on the corridor that will not have conflicts with BFUiR projects. Staff will continue to keep council and the public informed as this project proceeds through the design process and provide periodic schedule updates.

Priorities & Foundational Principles:

Transformational Capital Projects
Inclusive Growth Management

Policy Considerations & DEI Impact:

A key component of this project is public engagement and the consideration of pedestrian access through Rochester's downtown core. This is consistent with the City's ADA Transition Plan and current Diversity, Equity, and Inclusion initiatives by designing improved roadways for people of all abilities. Council approval of the actions above maximizes improvements to our pedestrian network, including walkability and ADA access.

This project also aligns with the City's guiding principles approach to downtown development work. These principles focus on growth, vibrancy, and a people- first approach and they're meant to help create foundations to promote collaboration across departments, agencies, and projects.

Prior Legislative Actions & Community Engagement:

Nov. 18, 2024: Council Meeting - Vacation Petition No. CD2024-006VAC by Mayo Clinic

July 14, 2025: Pedestrian and Bicycle Advisory Commission - Downtown Bike Lane Replacement Project Update

July 21, 2025: Council Meeting - Contract with Toole Design Group for Professional Transportation Planning and Engineering Design Services

Aug. 11, 2025: Pedestrian and Bicycle Advisory Commission - Connecting Downtown Rochester Active Transportation Corridors

Sep. 8, 2025: Pedestrian and Bicycle Advisory Commission - Reimagining 6th Avenue

Oct. 13, 2025: Pedestrian and Bicycle Advisory Commission - Reimagining 6th Avenue and Reconnecting the Downtown Mobility Network

Nov. 10, 2025: Pedestrian and Bicycle Advisory Commission - Reimagining 6th Avenue and Reconnecting the Downtown Mobility Network

Nov. 10, 2025: City Council Study Session - Project Update: Reimagining 6th Avenue and Reconnecting the Downtown Mobility Network

Dec. 1, 2025: Council Meeting - Contract Amendment #2 with Toole Design Group for Professional Transportation Planning and Engineering Design Services

Jan. 12, 2026: Pedestrian and Bicycle Advisory Commission - Project Update: Reimagining 6th Avenue West

Mar. 2, 2026: City Council Meeting - Reimagining 6th Avenue West from Civic Center Dr to 2nd St SW

Fiscal & Resource Impact:

On October 6, 2025, City Council adopted a resolution approving the DMCC operating budget and Capital Budget. The funding matrix adopted allocated up to $8,750,000 of DMC dollars to the redevelopment of 6th Avenue between Civic Center Drive and Center Street West and $2,250,000 for the three cross streets being included with this project (1st St NW, 2nd St NW, and 3rd St NW).

DMC Project Funding: $11,000,000

Base Contract Value: $224,889.66
Amendment 1 (Additional Public Engagement for corridor alternatives): $9,995
Amendment 2 (Evaluation of 2nd Avenue as a potential bike route): $76,000
Micro Contract: (Engineering work needed to coordinate design with on-going BFUiR construction work on 6th Ave. W): $35,000
Amendment 3 (Final Design and Bid Documents for 6th Avenue): $1,463,262.21

Total Contract Value: $1,809,146.87

The base contract and contract amendments 1 and 2 totaled $310,884.66. This initial conceptual planning work was paid for out of the 2025 Destination Medical Center CIP for Design, Planning, and Financial Forecasting for Infrastructure to Support Bold Forward Unbound in Rochester. Contract Amendment 3 and the micro contract will be paid for using the $11,000,000 adopted through the DMCC operating and capital budget.

Alternative Action(s):

No alternative actions are recommended at this time.

Prepared By:

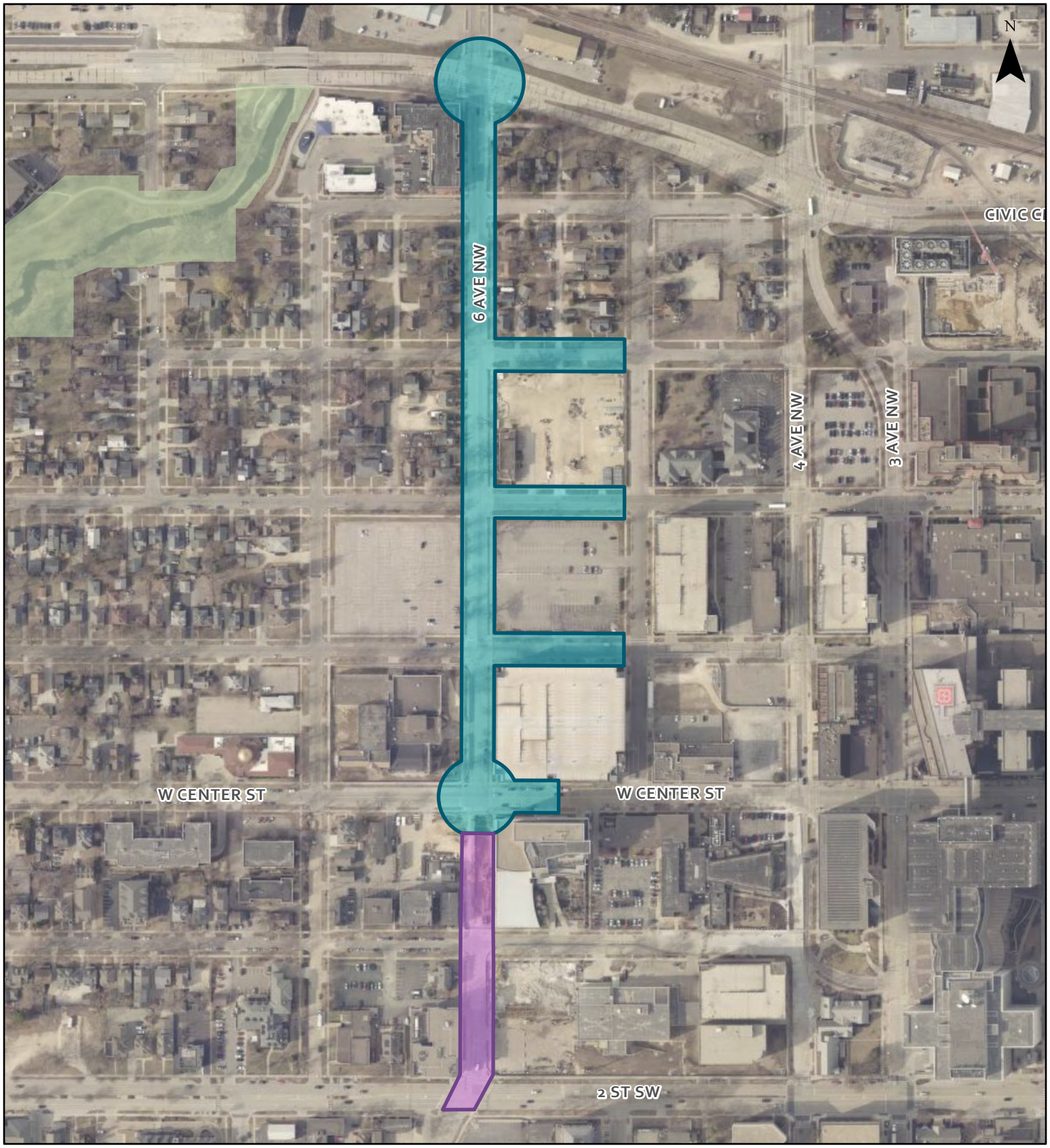
Mike Collins

Attachments:

Map - Reimagine 6th Avenue West Project

Contract - Toole Design - Amendment 3 - Scope of Work - Exhibit A

Toole Design Amendment 3



Path: B:\Restricted Access\PW_GIS_Working\kg\Requests\2025\6AveBike_DowntownParking\6AveBike_DowntownParking.aprx

0 150 300 Feet

Reimagine 6th Avenue W (J8908)

Map Created
Feb 13, 2026

Responsibility

- City of Rochester
- Mayo

CITY OF ROCHESTER MINNESOTA

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

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

City of Rochester
201 4th Street SE - STE 266
Rochester, MN 55904-3781

Phone: 507-328-2000
Fax: 507-328-2727

Third Amendment to Master Professional Services Agreement

THIS THIRD AMENDMENT to the Master Professional Services Agreement, is made on March 16, 2026, by and between the City of Rochester, Minnesota, a Minnesota municipal corporation, hereinafter called "City," and Toole Design Group, LLC, a Maryland limited liability company, hereinafter called "Consultant". City and Consultant may each be referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, City and Consultant entered into a certain Master Professional Services Agreement dated July 31, 2025, hereinafter called the "Agreement," for design and engineering services related to the City's Reimagining 6th Avenue West and Reconnecting the Downtown Mobility Network Project, hereinafter called the "Project."

WHEREAS, the conceptual design process is now complete and the concept has been accepted to proceed to the preliminary and final design stages of the Project.

WHEREAS, City and Consultant hereby wish to amend the Agreement to reflect the new scope of work.

NOW, THEREFORE, the Parties do hereby agree as follows:

1. Article 2 of the Agreement is hereby amended to reflect the new scope of work as described on the attached Exhibit A.

2. The Amendment 3 Cost Proposal titled "Attachment A – TD-COR Amendment 3 Cost Proposal" in the amount of $1,463,262.21

3. Article 10(b) of the Agreement is hereby amended to read as follows:

b. General Liability. The Consultant agrees to maintain Commercial General Liability insurance in a minimum amount of *$2,000,000* per occurrence; *$4,000,000* annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as additional insured.

c. Professional Liability (Errors and Omissions). The Consultant will maintain professional liability insurance for all claims the Consultant may become legally obligated to pay resulting from any negligent act, error, or omission related to Consultant's professional services required under this Agreement. The Consultant is required to carry the following minimum limits: $2,000,000 per claim; 4,000,000 annual aggregate. The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement. If

such insurance is discontinued, extended reporting period coverage must be obtained by the Consultant to fulfill this requirement.

Any deductible will be the sole responsibility of the Consultant.

4. By April 24, 2026, all documents produced by the Consultant with the intention of being public facing must comply with WCAG 2.1 AA standards, including all digital documents (including PDFs), applications, and digital tools.

5. Except as modified by this Amendment, the Agreement shall remain unchanged and shall continue in full force and effect until Termination. In the event there is any conflict between the terms of the Agreement and the terms set forth in this Amendment, the terms specifically set out in this Amendment shall control. From and after the date of this Amendment, any and all references to "the Agreement" or "this Agreement" in the Agreement shall mean the Agreement as modified by this Amendment.

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to be executed in their respective names on behalf of their respective entities.

CITY OF ROCHESTER,
a Minnesota municipal corporation

_____ Date:_____
Kim Norton
Mayor

_____ Date:_____
Ann Kasel
City Clerk

TOOLE DESIGN GROUP, LLC,
a Maryland Limited Liability Company

_____ Date:_____
Ciara Schlichting, Its Director of Operations
Midwestern U.S.

SPECIAL CONDITIONS

ARTICLE 1 **TERM OF CONTRACT**

Effective Date:	March 16, 2026
ROW Acquisitions	By Construction Bid Opening
Work Completion Date:	December 1, 2026
Expiration Date:	December 31, 2027

ARTICLE 2 **SCOPE OF WORK**

A. Detailed Scope of Work: See Scope of Work included from Toole Design.
B. Project Deliverables: See Deliverables in each task in the Scope of Work.
C. General Conditions: See Attached

ARTICLE 3 **CONSIDERATION OF PAYMENT**

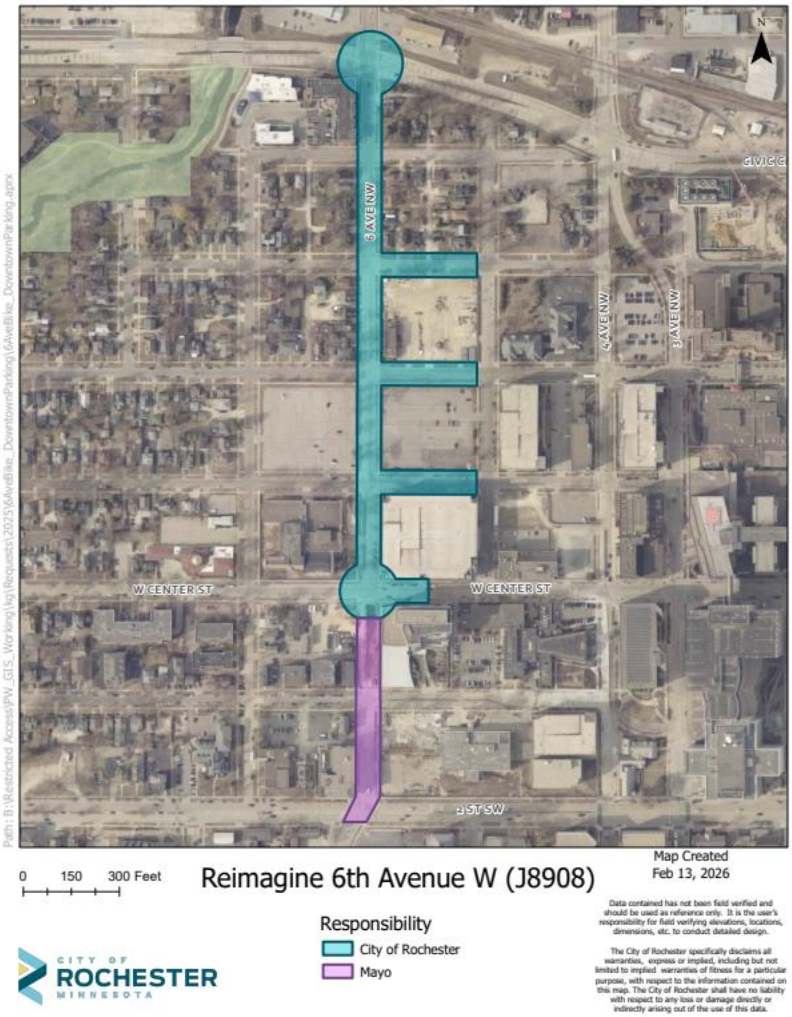
Consideration for all services performed by Consultant, as defined by this contract, will be paid by CITY on an hourly, fee schedule basis, not to exceed for the total contract amount following items with out advanced notice and authorization:

SERVICES PROVIDED	TASK INFORMATION	COST
Design & Engineering		
Task 1	Project Management & Coordination	See attached fee table
Task 2	Public & Stakeholder Engagement	See attached fee table
Task 3	Active Transportation, Corridor & Traffic Analysis	No additional fee
Task 4	Coord with City Depts/Utilities/ Surrounding Businesses	No additional fee
Task 5	Preliminary Layout Concept Designs	No additional fee
Task 6	Final Report and Recommendations	No additional fee
Task 7 (NEW)	Preliminary Design	See attached fee table
Task 8	2nd Ave W Concept	No additional fee
Task 9 (NEW)	Final Design	See attached fee table
Task 10 (NEW)	Adjacent Project Coordination	See attached fee table
Task 11 (NEW)	Right of Way Acquisition	Excluded, future amendment as needed
Task 12 (NEW)	Phase II Environmental Assessment and Documentation	Excluded, future amendment as needed
	TOTAL CONTRACT AMOUNT:	$1,463,262.21

Exhibit A:

Detailed Scope of Work

Toole Design Group is pleased to submit our work plan proposal for additional design services for the City of Rochester for 6th Avenue W from W. Center Street to Civic Center Drive and the cross streets of W. Center Street, 1st Street NW, 2rd Street NW, and 3th Street NW between 6th Avenue and 5th Avenue. Toole Design will also work in a coordination role for 6th Avenue W from W. Center to 2nd St SW. Toole will not be responsible for bid package for the area of 6th Avenue south of W. Center intersection aside from the bike lanes between 1st St NW and W. Center. The overall objective is to provide a bid package and provide bidding support.



Toole is fully responsible for design and bid package documents for the area of the above map shaded in blue. Toole is responsible for coordination of plans and project handoffs between the pink and blue areas.

Toole Design Team's services will be limited to those expressly set forth herein. If the service is not specifically identified herein, it is expressly excluded. The Toole Design Team will have no other obligations, duties, or responsibilities associated with the project as expressly provided in this Agreement.

Transferring Budget within Contract Maximum: The level of effort is specified in the scope of services. The budget may be transferred between discipline tasks at the discretion of Toole Design, provided that the total contracted amount is not exceeded. The Toole Design Team will have the flexibility to manage budget within a given discipline on a subtask level.

With prior written approval by the City and written notice-to-proceed, work elements described in this scope of services as optional services (as directed) may be produced by the Toole Design Team. Services provided by the Toole Design Team is defined in the tasks below.

Task 1 - Project Management and Coordination

1.1 Project Management. Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of monthly status reports, and general administrative activities.

1.2 General Meetings. Conduct a design kickoff meeting and bi-weekly Project Management Team (PMT) meetings with City of Rochester staff. A project schedule developed for the kickoff and reviewed and updated on a biweekly basis.

Task 2 - Public and Stakeholder Engagement

Includes planning and coordinating meetings/events; preparing materials and making presentations; and preparing summary of comments and concerns.

2.1 Public Involvement. Develop a description of the community impact and open house descriptions. Meetings that consultants are expected to attend are detailed in the table displayed in Exhibit B.

i. CITY ACTIVITIES
   1. The CITY will attend and conduct introductions at all Public Meetings and Open Houses.
   2. Define additional service to be performed and provide CONSULTANT with Schedule of meetings.
   3. Authorize CONSULTANT to provide additional services for each meeting.

ii. CONSULTANT PROCEDURES:
   1. The CONSULTANT will lead all Public Meetings and Open Houses.
   2. CONSULTANT will coordinate and reserve all facilities required for public meetings.
   3. CONSULTANT will staff those meetings as necessary to assist with facilitating the meetings including preparing meeting invitations, meeting attendance record, refreshments, set-up, take-down, preparing meeting minutes when necessary, and assisting in providing information to

attendees.

4. CONSULTANT will prepare all graphics, exhibits, and presentation materials as required for Public Meetings, Open houses and Presentations graphics for CITY use for up to 10 Public Meeting/Open Houses. The CONSULTANT will re-use graphics created during the design process when possible.
5. CONSULTANT will assist in preparation of outreach materials not associated with public meetings such as online surveys.

iii. SCHEDULE AND DELIVERABLES:

1. All meeting expectations is detailed in Exhibit B.
2. Deliverables to include digital files, poster boards, PowerPoint presentations, exhibits, etc.

2.2 Public Agency Involvement Coordinating design of project with public utilities, arranging meetings with utility companies to ensure that the project can be constructed according to the schedule, and coordinating with federal, state, regional, and local agencies as needed to move the project forward and preparing any permits required by these agencies for project construction, as well as:

REGULATORY REVIEWS

i. OBJECTIVE:

1. To review applicable building codes and other regulations of all other regulatory agencies/utilities with control and/or input into the design and which may affect the work. Other regulatory agencies include, but are not limited to: City of Rochester, Olmsted County, Minnesota Department of Transportation, Minnesota Department of Natural Resources, Minnesota Pollution Control Agency, and appropriate watershed districts. Refer to Task 7.9 and Exhibit B for additional coordination meetings.
2. To submit review documents to all other regulatory agencies and meet with agencies, if necessary, to ensure project approval.
3. Present proposed plans to other regulatory agencies, as required.
4. Obtain regulatory agencies approval and permits for proposed plans.

ii. CITY ACTION ITEMS:

1. Participate in regulatory agency review meetings and correspondence.
2. Respond in technical memorandum to issues identified.

iii. CONSULTANT ACTION ITEMS:
    1. Contact regulatory agencies to verify interpretations of codes and/or regulations.
    2. Write brief technical memorandum on all code and/or regulation issue findings.
    3. Contact regulatory agencies and approving roadway authorities to determine appropriate formats and annotation for project deliverables.
    4. Coordinate with CITY to arrange and prepare for meetings or correspondence. The CONSULTANT meeting expectations are outlined in Exhibit B. Consultant will be expected to attend some meetings in person.
    5. Prepare agenda and support information for meetings.
    6. Prepare minutes of each meeting. Distribute to City staff.
    7. Prepare necessary permit applications, documents and reports.

iv. DELIVERABLES:
    1. Agenda and support information for meetings.
    2. Minutes of each meeting.
    3. Technical memorandum summarizing all compliance issues. Modify design to meet codes.
    4. Required permits or related utility indications of concurrence.

v. SCHEDULE:
    1. The CONSULTANT shall provide the schedule consistent with the milestones of SECTION 2: SCHEDULE.

Mayo Coordination Meetings

Toole Design will coordinate with CITY to arrange and prepare for meetings or correspondence. The CONSULTANT meeting expectations are detailed in Exhibit B.

Design Concept Review Meetings

i. OBJECTIVE:
    1. To secure City of Rochester, MN/DOT, Olmsted County and other agency comments by attending and participating in Design Review meetings. Comments shall be centered about function and aesthetics of the proposed improvements.

ii. CITY ACTION ITEMS:
    1. Attend and participate in Design Concept review meetings.
    2. Provide initial concept plans of each station as basis for design.

iii. CONSULTANT ACTION ITEMS:

1. Coordinate with CITY to arrange the meetings.
2. Prepare agenda and support information for meetings.
3. Participate in meetings to solicit input.
4. Prepare minutes of each meeting. Distribute to CITY staff.
5. Coordinate and meet with affected agencies to coordinate design including acquisition, grades and drainage.
6. Participate in Public Meetings.

iv. DELIVERABLES:

1. Agenda and support information for meetings.
2. Minutes of each meeting (Meeting assumptions detailed in Exhibit B).
3. Exhibits for and comment logs from Public Meetings.

v. SCHEDULE:

1. The CONSULTANT shall provide the schedule for this task.

Decision Point Meetings

Toole Design will coordinate with CITY to arrange and prepare for meetings or correspondence. The CONSULTANT meeting expectations are detailed in Exhibit B

Task 7 – Preliminary Design

7.1 Topographical and Boundary Survey. Perform topographical survey as necessary to assist in the completion of the final design. Survey will be performed from 10' beyond right of way line to 10' beyond right of way line, and a distance 150' north of Civic Center Drive on 6th Ave to a distance of 200' south of Center Street W and to the East up to 500' East of 6th Ave SW and 1st Street NW, 2nd Street NW and 3rd Street NW up to the west curb returns of 5th Ave NW. Also including up to 100 structures will require measurements of inverts of Sanitary and Storm Sewer structures.

The Consultant shall perform all necessary survey work to support the street reconstruction project. The scope of survey services shall include, but not be limited to, the following:

- Call in
- Conduct a complete topographic survey of the project corridor and adjacent areas as required for design.
- Include all visible surface feature including but not limited to utilities (above and below grade), drainage structures, pavement edges, driveways, sidewalks, trees, fences, and other relevant features.
- Boundary Survey
- Perform a boundary survey to establish right-of-way and property lines along the corridor. (See Task 11 for Right of Way

Acquisitions)

- Obtain and review title reports and recorded plats.
- Obtain and review record drawings and approved plans along the corridor.
- Horizontal and Vertical Control
- Establish horizontal and vertical control points along the project corridor.
- Data Collection and Deliverables
- Collect all field data and prepare CAD files in compliance with the City of Rochester's survey and drafting standards

ASSUMPTIONS

1. City will provide traffic control for structure inventory measurements where necessary.
2. City will provide and enforce no parking arrangement throughout the street corridor(s) during laser scanning survey activities.

7.2 Geotechnical Investigation. Determine soil boring locations (assume 1 per block), and coordinate soil borings with geotechnical firm. The geotechnical firm will be hired by Consulting Firm as a sub-consultant and will include, but is not limited to:

- Completing a Phase I Environmental Site Assessment (ESA).
- Conducting field reconnaissance and soil borings as needed for the design of the project including the roadway, public utilities and storm water management facilities. The City will provide J7319 Geotechnical Report and additional supplemental borings.
- WSB – BFU Geotechnical (as reference only)
- Provide Pavement Recommendations based on traffic volumes provided
    - Alternatives for concrete and bituminous pavement.

- Preparing a soils report including:
    - Preparation of roadway subgrade

Preparation of soils for utility foundation Suitability for storm water infiltration practices, e.g. infiltration rates, depth to groundwater, etc.
The following tasks are excluded and can be included in additional services if determined to be necessary based on preliminary soil testing:

- Completing a Phase II ESA if recommended in the Phase I ESA. If possible, field activities related to the Phase II ESA should be concurrent with soil borings for the Geotechnical Evaluation.

7.3 Site Visits. The Toole Design Team will conduct up to 2 site visits throughout the project. The Toole Design Team will perform a field review of the project base plan information to verify the location of existing features, including noting legends on all warning, regulatory and route marker signs, and ensuring the base plans provide sufficient information regarding existing drainage and sewer

systems, as well as cross section elements include existing features such as walls, hydrants, poles, trees, sills, wells, ledge, layout lines, cross culverts, bridge structures, sills, high-tension lines, benchmarks, etc. Any deviations will be reported to the surveyor for inclusion in the final base map.

During the survey review walk, the Toole Design Team will observe the general site conditions, traffic patterns, traffic management, potential detour routes, wetland and cultural resources, vegetation, proximity of abutters and other relevant features. Photographs and video of the existing facility and surrounding environment will be collected.

A second site visit will be held to field verify the proposed design at 60%.

7.4 Utility Coordination. Communicate proposed design elements to private utilities at 30% design to assist in identifying potential future conflicts. Conduct a utility coordination meeting to discuss utilities in the project corridor. Assist City of Rochester with relocation requests to affected utilities (gas, telecom, electric, etc.).

7.5 Hydrologic and Hydraulic Analysis. Perform an analysis to evaluate in accordance with local and state stormwater conveyance requirements as needed.

7.6 Environmental Documentation and Permits. Complete documentation process as it relates to any identified contamination found in the geotechnical soil borings. Prepare permits and submit applications to various agencies including but not limited to USACE, MN DNR, MPCA, MDH, etc.

i. Includes, but is not limited to: Preparing environmental documentation consistent with contact various requisite agencies, and obtain environmental documentation review and approval from MnDOT State Aid, Minnesota Pollution Control Agency (MPCA), Minnesota Department of Health (MDH), and MN DNR; prepare permit applications, assist with all submittals and coordination necessary to secure permits needed for the project (All permitting fees will be supplied by the City of Rochester); , prepare, and submit reports as required to support permit applications.

ii. OBJECTIVE: The CONSULTANT will complete the documentation necessary to satisfy the City Standards and clear environmental impacts

iii. CITY ACTION ITEMS:
    1. Provide all existing study information including traffic studies to CONSULTANT.

iv. CONSULTANT ACTION ITEMS:
    1. Prepare the Documented Environmental Checklist Document and supporting studies and documentation, completed MPCA guidelines.
    2. Analysis of potential project construction impacts.
    3.
    4. Development and revisions of the Area of Impacts
        a.
    5. A survey and detailed investigation of cultural and historic resources along the corridor, including:
        a. Historic Structures
        b. Archaeological Deposits

v. DELIVERABLE:
    a. Preparation and revisions of a final environmental document, a historic property report, and an archaeological report.

vi. SCHEDULE:
    a. The CONSULTANT shall provide the schedule

7.7 Coordination of Lighting Design. Coordinate with City and RPU staff for the number, style, and location of streetlights, as well as decorative pedestrian lighting for the pedestrian/bike paths. The Toole Team will design wiring sizes and layouts, and streetlight and pedestrian/bike path lighting details. Meetings for this task are accounted for in Task 2.

7.8 Coordination of Landscaping and Urban Design. Coordinate with City staff for the style and location of landscaping features. Coordinate the services of a Landscaping firm to design irrigation layouts, if needed.

For urban design coordination and development of options related to the streetscape the Toole Design Team will lead 2 ½ day design workshops with key downtown stakeholders and the City. One will occur at the early stages of the 30% design process to confirm preferred design content, streetscape elements, and corridor aesthetics. A second will occur after 30% submission in the early stages of 60% plan development.

To assist in the decision-making process Toole Design Team will provide order of magnitude estimates for options developed (up to 3 typologies) for the first workshop. Meetings for this task are accounted for in Task 2.

7.9 Coordination with Other Pertinent Agencies. Coordination of the project with the City Parks Department, FEMA, MN DNR, MnDOT, and other pertinent agencies, on a frequency that may be required, to enable the agencies time to review the design progress, and to discuss specific elements of the project. Meetings for this

task are accounted for in Task 2.

7.10 Basis of Design.

The Toole Design Team will meet with City staff to discuss the project goals and understand ongoing or recent planning efforts. The goal of this meeting is to define the project parameters, we well as discuss the underlying design criteria, including a discussion on design vehicle, control vehicle, and known constraints. The Toole Design Team assumes a preferred cross-section or facility type has been determined. The Toole Design Team will prepare a design matrix documenting the design criteria and standards that will be used as the basis for the PS&E design. Draft and final matrices will be prepared.

The Basis of Design Memorandum will include:

- Descriptions of the basis of design for each project element and a list of proposed design deviations (if any)
- Project description and background
- Summary of existing conditions, opportunities, and environmental and physical constraints (including trees)
- Summary of anticipated permitting requirements
- Summary of impacted properties
- Summary of impacted utilities
- Summary of stakeholders

Assumptions:

- Concurrence will be reached on the Design Criteria elements with the City before 30% PS&E design begins. The goal will be to obtain this concurrence after the project kickoff.
- Sight Distance Analysis approach will be confirmed; however, Sight Distance Exhibits will not be prepared.
- AutoTURN and turning movement approach will be confirmed; however AutoTURN exhibits will not be produced.

Deliverables:

- Attendance of up to two staff persons at one (1) meeting to establish design criteria and project goals. Meetings are anticipated to occur virtually and accounted for in Exhibit B.
- Draft and Final Basis of Design Matrix (PDF Format)

7.11 Visualizations. The Toole Design Team will develop high-end streetscape renderings at 3 locations along the corridor. Up to 3 additional renderings will be developed at key locations such as rest areas, gateway treatments or other urban design enhancements. Each rendering will be revised to reflect the project design at 30%, 60%, 90% and Final Design. One round of revisions is assumed for each

draft submission.

7.12 Concept Design Verification and Street Geometry. Evaluation of the roadway, bicycle and pedestrian traffic will be considered, based on proposed right of way and utilities. The decisions made for the geometry will influence the limits of roadway pavement and curb/gutter improvements. Prepare typical sections and figures to illustrate the proposed construction, including the proposed sidewalk geometry and site plan. This will include updating previously prepared roll plots to match design extents and final design goals.

7.13 Traffic Engineering

Communicate with the City, ROCOG, and other representatives as needed to investigate and refine, as needed, the traffic forecasts developed in the 2024 BFUiR Traffic Study.

i. Evaluate the traffic forecasting assumptions used in the 2024 BFUiR Traffic Study. Compare current proposed Mayo Clinic development/redevelopment and other downtown redevelopment to the assumptions used in the 2024 BFUiR Traffic Study.

ii. Communicate with ROCOG to better understand the Travel Demand Model (TDM) version used when developing the 2024 BFUiR Traffic Study forecasts and whether and to what extent it included considerations such as the Link BRT opening in 2027, future park and ride facilities, changes in future travel mode splits, impact of using base data collected prior to the COVID-19 pandemic, and others.

iii. Develop an approach to adjust the 2024 BFUiR Traffic Study forecasts based, as needed, to create a range of possible future traffic volumes.

iv. Facilitate up to four meetings with the City, ROCOG, and/or other representatives regarding traffic engineering and forecasting for the 6th Avenue corridor.

As-builts of the Civic Center Drive Traffic Signal will be provided by the City Public Works Department by request to pwpermits@rochestermn.gov

7.14 Preliminary Design Plans (30% Design)

iv. OBJECTIVE:
1. To develop a set of design plans to 30% completion that provide a clear indication of the design intent.
2. To incorporate the review comments received from City, its advisors, regulatory agencies and other defined stakeholders.

v. CITY ACTION ITEMS:
1. Review and provide input, both written and oral comments on marked drawing sets.
2. Attend review meetings with CONSULTANT.

vi. CONSULTANT ACTION ITEMS:

1. The CONSULTANT shall prepare preliminary design documents and calculations for the selected concepts based on the tasks in Section 3: Design Input. Drawings shall be prepared consistent with Industry Standards including DMC Guidelines. All plans shall include a space in the title block for the “City” title and logo.
2. Develop and submit a List of Proposed Drawings. Update the list not less often than monthly.
3. Develop and submit a Proposed Table of Contents for the specification sections. Incorporate public and regulatory agency comments as directed by the CITY.
4. If requested by the CITY, arrange for and hold review meeting within 10 days from receipt of comments. Meetings are included in Exhibit B.
5. Compile and prepare minutes of meetings. Distribute to CITY and design staff.

vii. DELIVERABLES:

1. Preliminary Civil Drawings, including the following content:
    a. Index of drawings;
    b. Abbreviations, symbols, and general notes;
    c. Dimensioned street and sidewalk configurations
    d. Signal plan sheets;
    e. Initial sidewalk and curb ramp design;
    f. Initial Pavement Design;
    g. Basic maintenance of traffic plans;
    h. Pavement markings; coordinated with PW Traffic Department
    i. BID QUANTITIES;
    j. Landscaping, enhancements, retaining wall locations, etc as coordinated with Parks Department
    k. Electrical changes to overhead and underground infrastructure coordinated with RPU Electric.
    l. Stormwater collection typical details;
    m. Roadway plans, sections and typical details;
    n. Traffic signal operations narrative including transit signal priority;
    o. Lighting and signage plans and typical details;
    p. Composite utility plans; storm sewer, sanitary sewer, watermain and services, overhead electric plan
    q. Other agency impacts such as Transit, RPD and Parks Department; etc.
    r. Construction limits and ROW;

s. Project Cost analysis based on 30% design model.

30% Plans

It is anticipated that the 30% plans will consist of the following sheets (approximately 72 sheets):

- Title Sheet (1 sheet)
- General Layout/Location Map (1 sheet)
- Construction Notes, Legend, Abbreviations (2 sheets)
- Statement of Estimated Quantities (4 sheets)
- Existing Conditions (8 sheets)
- Typical Sections (4 sheets)
- Alignment Plan and Profile (3 sheets)
- Removals Plan (8 sheets)
- Street Plan and Profile (8 sheets)
- Utility Plan (8 sheets)
- Signing and Pavement Marking Plan (8 sheets)
- Preliminary Traffic Signal Plan (6 sheets)
- Preliminary Landscape Plan (8 sheets)
- Preliminary Hardscape Plan (4 sheets)

Assumptions:

- No major changes are anticipated to the horizontal or vertical geometry.
- The Toole Design team assumes full street reconstruction.
- Plans will be prepared using AutoCAD Civil3D software.
- Landscape/hardscape sheets to be included at 60% submittal.
- Add assumptions on overhead utilities

Deliverables:

- Electronic copy of the 30% plan set in PDF format via e-mail

30% Opinion of Costs

The preliminary (30%) design level opinion of cost will focus on high cost and high quantity bid items that have the most impact on overall project cost. Other bid items that have not yet been designed will be temporarily shown as lump sums (e.g. erosion and sediment control, maintenance of traffic). A large contingency will be included at this stage due to limited design information. The Toole Design Team will provide input into the overall cost estimate and document quantity takeoffs based upon the 30% plans and assign costs using current City and MnDOT unit bid prices. Quantity takeoffs will be prepared in a manner that is understandable, clear, and reproducible by someone other than the preparer. Bid item numbers will be assigned based on the City's Standard Specifications. For non-standard items, the 30% submission will also include a list of anticipated bid items that will require the development of a special provision.

The opinion of costs for the project, including contingencies, will be compared to available construction funding to verify that sufficient funds are available.

Assumptions:

- A bid schedule is not included.

Deliverables:

- Electronic copy of the 30% opinion of cost summary

In providing opinions of probable construction cost, the City understands that the Toole Design Team has no control over the cost or availability of labor, equipment or materials, market conditions or the Contractor's method of pricing, and that the Toole Design Team's opinions of probable construction costs are made on the basis of the Toole Design Team's professional judgment and experience. The Toole Design Team makes no warranty, express or implied, that the bids or the negotiated cost of the work will not vary from the Toole Design Team's opinion of probable construction cost.

30% Traffic Signal Design

The Toole Design Team will conduct a site investigation to review existing traffic signal facilities. The Toole Design Team will coordinate with the City's Traffic Signal Technicians to investigate existing junction boxes, conduit, wiring, and controllers. The coordination will include identifying deficiencies in the current system and maintenance concerns, by the City, if any. The 30% design will incorporate the results from the field investigation, as-builts, and survey information. The plans will include existing information, traffic signal phasing as provided by the traffic analysis, and preliminary signal pole and vehicle head layout.

SA SCOPE

1. Complete preliminary traffic signal layout for new traffic signals at the intersections of 6th Avenue NW/W Center Street and 6th Avenue NW/2nd Street NW. The preliminary traffic signal layout will include equipment layout and initial sequence of operations development.
2. Complete preliminary traffic signal layout for adjustments to the existing traffic signal at 6th Avenue NW/Civic Center Drive. It is anticipated that equipment in the southeast quadrant may be impacted by the bike path and sidewalk requiring adjustments. The preliminary traffic signal layout will include equipment layout and initial sequence of operations development.

Assumptions:

- City's Traffic Signal Technicians will be available for field reconnaissance.
- City will provide as-built information for traffic signals (Civic Center Drive).
- Traffic analysis may be required for traffic signal intersection phasing

Deliverables:

- Preliminary Traffic Signal Plans to be submitted with the 30% Plan set

30% QA/QC of Deliverables

The Toole Design Team will conduct a quality assurance/quality control review of deliverables, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

Task 9 – Final Design

Final Design. The final plans will be prepared based on the comments received from City's and MN/DOT's State Aid Guidelines preliminary plan review. The Final plans will meet all of the requirements supported in the City's Standard Plans and Specifications. In addition, the final plans will include the following items:

- The design will meet the requirements of the current 2025 MNDOT Standard and Specifications,
- Preparation of State Aid Variances, if required
- Traffic control signing and a detour plan.
- Camera Security and Coordination with RPD on specifications and locations of services
- Geometrics as determined at the Geometry Workshop.
- Aesthetics as determined at the Aesthetics Meeting.
- Prepare forms and checklists required by MN/DOT including the state aid checklist, materials testing request
- Prepare an Engineers Opinion of Probable Construction Cost.

- OBJECTIVE:
  To develop a set of design plans to review at 60%, 90% and final completion that provide a clear indication of the design intent.
  To incorporate the review comments received from City, its advisors, regulatory agencies and other defined stakeholders.

- CITY ACTION ITEMS:
  - Review and provide input, both written and oral comments on marked drawing sets.
  - Attend review meetings with CONSULTANT.

- CONSULTANT ACTION ITEMS:
  - The CONSULTANT shall prepare final design documents and calculations for the selected concepts based on the tasks in Section 3: Design Input. Drawings shall be prepared consistently with Industry Standards including DMC Guidelines. All plans shall include a space in the title block for the "City" title and logo.
  - Develop and submit a List of Proposed Drawings. Update the list not less often than monthly.
  - Develop and submit a Proposed Table of Contents for the

specification sections. Incorporate public and regulatory agency comments as directed by the CITY.
- If requested by the CITY, arrange for and hold review meeting within 10 days from receipt of comments. Meeting is accounted for in Exhibit B.
- Compile and prepare minutes of meetings. Distribute to CITY and design staff.

- DELIVERABLES:
  - **Final Civil Drawings, including the following content:**
  - Index of drawings;
  - Abbreviations, symbols, and general notes;
  - Dimensioned street and sidewalk configurations
  - Cross Sections
  - Signal plan sheets;
  - Sidewalk and curb ramp design;
  - Pavement Design;
  - Basic maintenance of traffic plans;
  - Pavement markings; coordinated with PW Traffic Department
  - BID QUANTITIES; including tabulations
  - Landscaping, enhancements, retaining wall locations, etc as coordinated with Parks Department
  - Electrical changes to overhead and underground infrastructure coordinated with RPU Electric.
  - Stormwater collection typical details;
  - Roadway plans, sections and typical details;
  - Traffic signal operations narrative including transit signal priority; if needed
  - Lighting and signage plans and typical details;
  - Composite utility plans; storm sewer, sanitary sewer, watermain and services, overhead electric plan
  - Other agency impacts such as Transit, RPD and Parks Department; etc.
  - Construction limits and ROW; Construction Easements

Refer to sheet list descriptions in Task 6.1, 6.2, and 6.3 for assumed plan sheets.

9.1 60% Design Plans, Opinion of Costs, and Special Provisions Outline

The Toole Design Team will prepare 60% plans and opinion of costs for the construction contract, and incorporate applicable comments received from the City based on the 30% submittal deliverables. The plans, opinion of cost, and Decision Record, will be submitted to the City for review and comment.

Response to 30% Comments

Within ten (10) days of receipt of the 30% comments, the Toole Design Team will review and provide written responses to the City's comments. Any comments requiring discussion will be flagged. Approximately, one week later, the Toole Design Team will attend one (1) comment review meeting with

the City staff to review all responses, paying close attention to those requiring additional input/clarification. Responses will be provided on the comment documents provided by the City.

Assumptions:

- 30% plan review comments from City staff will be consolidated by the City and conflicting comments will be resolved by City staff prior to transmitting to the Toole Design Team.
- The Toole Design Team's responses will be provided on the original comment document the City provided to the Toole Design Team.
- The Toole Design Team will attend one (1) comment review meeting with the City virtually. Meeting is accounted for in Exhibit B.

Deliverables:

- Draft written responses to 30% comments (PDF)
- Final written responses to 30% comments/Decision of Record (PDF)

60% Plans

It is anticipated that the 60% plans will consist of the following sheets :

- Title Sheet (1 sheet)
- General Layout/Location Map (1 sheet)
- Construction Notes, Legend, Abbreviations (2 sheets)
- Statement of Estimated Quantities (4 sheets)
- Tabulations (6 sheets)
- Existing Conditions (8 sheets)
- Typical Sections (4 sheets)
- Civil Details (8 sheets)
- Alignment Plan and Profile (3 sheets)
- Removals Plan (8 sheets)
- Street Plan and Profile (8 sheets)
- Paving and Jointing Plan (8 sheets)
- Intersection Details (6 sheets)
- Storm Sewer Plan and Profile (8 sheets)
- Storm Sewer Details (2 sheets)
- Green Stormwater Infrastructure Details (TBD)
- Stormwater Pollution Prevention Plan (3 sheets)
- Erosion Control Plan (8 sheets)
- Traffic Control Plan (6 sheets)
- Traffic Control Details and Tabs (3 sheets)
- Lighting Plan (8 sheets)
- Lighting Details and Tabs (3 sheets)
- Signing and Pavement Marking Plan (8 sheets)
- Signing and Pavement Marking Details (3 sheets)
- Signing and Pavement Marking Tabs (2 sheets)
- Traffic Signal Plan (9 sheets)
- Cross Sections (48 sheets)
- Landscape Planting Plan (8 sheets)

- Landscape Details (6 sheets)
- Hardscape Plan (4 sheets)
- Hardscape Enlargement Plan (2 sheets)

Assumptions:

- Note that 60% Plans will not include curb return elevations, curb ramp details, construction sequencing plans. These will be provided at 90% level.
- Major revisions to the cross-section or other major design elements are not anticipated.

Deliverables:

- Electronic copy of the 60% plan set in PDF format via e-mail

60% Opinion of Costs

The Toole Design Team will calculate 60% level quantities and opinion of construction costs based upon the 60% construction plans and current unit bid prices. The Toole Design Team will address applicable 30% review comments and make revisions as necessary.

Assumptions:

- Major revisions to the cross-section or other major design elements are not anticipated.

Deliverables:

- Electronic copy of the 60% opinion of cost summary submitted in PDF format via e-mail

60% Special Provisions

The Toole Design Team will prepare an outline of Special Provisions for the 60% submittal. These will include detailed descriptions for the items of work that are not covered by the current City Standard Specifications. Bid forms and detailed descriptions will not be included in the 60% submittal.

Assumptions:

- It is assumed that the City will provide the Toole Design Team with any General Special Provisions and Requirements to be used on the project.
- It is assumed that the City will provide the Toole Design Team with their standard, current, boilerplate contract language (“front end docs”) to be used for the project.

Deliverables:

- Electronic copy of the 60% Special Provisions Outline in Microsoft Word format via e-mail

9.2 90% Design Plans, Opinion of Costs, and Special Provisions

The Toole Design Team will prepare 90% plans, specifications, and opinion of costs for the construction contract, and incorporate applicable comments received from the City based on the 60% submittal deliverables. The plans, specifications, and opinion of cost will be submitted to the City for review and comment.

Response to 60% Comments

Within ten (10) days of receipt of the 60% comments, the Toole Design Team will review and provide written responses to the City’s comments. Any comments requiring discussion will be flagged. Approximately, one week later, the Toole Design Team will attend one (1) comment review meeting with

the City staff to review all responses, paying close attention to those requiring additional input/clarification. Responses will be provided on the comment documents provided by the City.

Assumptions:

- 60% plan review comments from City staff will be consolidated by the City and conflicting comments will be resolved by City staff prior to transmitting to the Toole Design Team.
- The Toole Design Team's responses will be provided on the original comment document the City provided to the Toole Design Team
- The Toole Design Team will attend one (1) comment review meeting. Meeting is accounted for in Task 2.2

Deliverables:

- Draft Written responses to 60% comments (PDF)
- Final written responses to 60% comments/Decision of Record (PDF)

90% Plans

It is anticipated that the 90% plans will consist of the following sheets:

- Title Sheet (1 sheet)
- General Layout/Location Map (1 sheet)
- Construction Notes, Legend, Abbreviations (2 sheets)
- Statement of Estimated Quantities (4 sheets)
- Tabulations (6 sheets)
- Existing Conditions (8 sheets)
- Typical Sections (4 sheets)
- Civil Details (8 sheets)
- Alignment Plan and Profile (3 sheets)
- Removals Plan (8 sheets)
- Street Plan and Profile (8 sheets)
- Paving and Jointing Plan (8 sheets)
- Intersection Details (6 sheets)
- Storm Sewer Plan and Profile (8 sheets)
- Storm Sewer Details (2 sheets)
- Green Stormwater Infrastructure Details (TBD)
- Sanitary Sewer and Water Main Plan and Profile (8 sheets)
- Stormwater Pollution Prevention Plan (3 sheets)
- Erosion Control Plan (8 sheets)
- Traffic Control Plan (6 sheets)
- Traffic Control Details and Tabs (3 sheets)
- Lighting Plan (8 sheets)
- Lighting Details and Tabs (3 sheets)
- Signing and Pavement Marking Plan (8 sheets)
- Signing and Pavement Marking Details (3 sheets)
- Signing and Pavement Marking Tabs (2 sheets)
- Traffic Signal Plan (9 sheets)
- Cross Sections (48 sheets)

- Landscape Planting Plan (8 sheets)
- Landscape Details (6 sheets)
- Hardscape Plan (4 sheets)
- Hardscape Enlargement Plan (2 sheets)

Deliverables:

- Electronic copy of the 90% plan set in PDF format via e-mail

90% Opinion of Costs

The Toole Design Team will calculate 90% level quantities and opinion of construction costs based upon the approved 90% construction plans and current unit bid prices. The Toole Design Team will address applicable 60% review comments and make revisions as necessary.

Deliverables:

- Electronic copy of the 90% opinion of cost summary submitted in PDF format via e-mail

90% Special Provisions

The Toole Design Team will prepare 90% level special provisions based upon the 90% design. These will include detailed descriptions for the items of work that are not covered by the current City Standard Specifications. The Toole Design Team will address applicable 60% outline special provisions review comments and make revisions as necessary. Bid forms will not be completed at the 90% submittal.

Deliverables:

- Electronic copy of the 90% special provisions in Microsoft Word format via e-mail

90% Curb Ramp and Pedestrian Signal Design

For the 90% design, the level of detail and information shown in the plans for curb ramp and pedestrian signal locations will be as follows:

- Anticipated lengths of the curb ramps based on the site-specific surveys.
- Provide detailed grading in both directions, and notes pertaining to the lengths, slopes, and dimensions of the curb ramps.
- A general note will be provided directing the Contractor to confirm and maintain the existing curb return radii when applicable.

Deliverables:

- Curb ramp and pedestrian signal locations included in the 90% Plans

90% Traffic Signal Design

The Toole Design Team will incorporate 60% comments into the 90% design. Also, the Toole Design Team will review the plans for constructability, and review whether temporary signals will be required for construction. This will include conduit and wiring review for temporary and permanent wiring, temporary signal head placement, vehicle detection, or other signal modifications that could be impacted from construction.

SA SCOPE

1. Complete final traffic signal layout for new traffic signals at the intersections of 6th Avenue NW/W Center Street and 6th Avenue NW/2nd Street NW. The final traffic signal layout will include revisions to

equipment layouts and sequence of operations as well as development of cable routing diagrams and compiling final quantities.

2. Complete final traffic signal layout for adjustments to the existing traffic signal at 6th Avenue NW/Civic Center Drive. The final traffic signal layout will include revisions to equipment layouts and sequence of operations as well as development of cable routing diagrams and compiling final quantities.

Assumptions:

- A Temporary Signal Plan will be prepared by the Contractor during construction and will be a requirement in the Special Provisions. If it is determined during design that the Contract Plans will need to include temporary signal Plans, the Toole Design Team can prepare these plans as an additional service, under a Supplement to the Agreement.

Deliverables:

- 90% Traffic Signal Plans and Details included with Task 6.2.

90% PS&E QA/QC and Constructability Review of Deliverables

An internal Toole Design Team quality assurance/quality control review of deliverables will be conducted, as well as confirmation that comments received have been addressed. A record of comments received will be maintained. Response to each comment received will be tracked to confirm that they have been addressed.

The Toole Design Team will also perform a preliminary constructability review of the 90% plans, estimate and special provisions under this task, including a site visit.

9.3 100% Design Plans, Opinion of Costs, and Special Provisions

The Toole Design Team will revise the 90% plans, special provisions, and opinion of cost estimate based on the City's comments and prepare a 100% PS&E package. This submittal will include the preparation of the Bid Schedule to be included in the Contract Book.

The Toole Design Team will submit the 100% plans, estimate and special provisions package the City for a 100% check print before assembling the contract documents. 100% comments will be delivered electronically and incorporated into the 100% bid documents. It is assumed that the 100% review comments will be minor in nature and not reflect any significant changes to design. If there are significant changes to the design or Plans, this would be considered an additional service, and a supplement to the Agreement would be required.

Assumptions:

- It is assumed that the 100% review comments will be minor in nature and not reflect any significant changes to design.

Response to 90% Comments

Within seven (7) days of receipt of the 90% comments, the Toole Design Team will review and provide written responses to the City's comments. Any comments requiring discussion will be flagged. Approximately, one week later, the Toole Design Team will attend one (1) comment review meeting with the City staff to review all responses, paying close attention to those requiring additional input/clarification. Responses will be provided on the comment documents provided by the City.

Assumptions:

- 90% plan review comments from City staff will be consolidated by the City and conflicting comments will be resolved by City staff prior to transmitting to the Toole Design Team.
- The Toole Design Team's responses will be provided on the original comment document the City provided to the Toole Design Team
- The Toole Design Team will attend one (1) comment review meeting virtually. Meeting is accounted for in Exhibit B.

Deliverables:

- Draft Written responses to 90% comments (PDF)
- Final written responses to 90% comments/Decision of Record (PDF)

100% Plans

The Plan sheets will be the same as those identified under the 90% design phase.

Deliverables:

- Electronic copy of the 100% plans; 11x17 size, in PDF format via e-mail

100% Opinion of Costs

The Toole Design Team will update the project quantities and prepare a 100% opinion of construction costs based upon the approved 100% construction plans and current unit bid prices. The Toole Design Team will address applicable 90% review comments and make revisions as necessary.

Deliverables:

- Electronic copy of the opinion of cost summary submitted in Excel and pdf format via electronic e-mail

100% Special Provisions

The Toole Design Team will prepare the 100% Special Provisions based upon the 100% design. The Toole Design Team will address applicable 90% review comments and make revisions as necessary. One bid form will be filled out with the project quantities with this submittal.

Deliverables:

- Electronic copy of the 100% bid documents Contract Special Provisions, including the Bid Schedule, submitted in PDF format via electronic e-mail

9.4 Construction Bidding Support

The Toole Design Team will package the Final Design plans prepared in Task 6.3 and support the City during the bidding phase of the project. The Toole Design Team will respond to requests for clarifications and prepare Addendums. The budget assigned for this work element will be limited to the amount designated for this work element.

Construction Bid Documents

OBJECTIVE:

To develop a set of documents for construction bidding, answering Q&A, creating and adding addendums for project manual and construction drawings

To incorporate the review comments received from City, its advisors, regulatory agencies and other defined stakeholders.

CONSULTANT ACTION ITEMS:

The CONSULTANT shall prepare final design documents including Statement of Estimated Quantities including bid items, item numbers, long and short item numbers from MnDOT Standard Plans and Specifications

The CONSULTANT shall attend one (1) Pre-bid meeting, one (1) Bid opening Meeting, provide post bid opening analysis based on the estimate and received bids. Provide recommendation of authorization based on the bid opening results.

i. CITY ACTION ITEMS:

Upload Documents provided by the CONSULTANT to City bidding software.
Be responsible for coordinating and running the bid opening.
Attend review meetings with CONSULTANT

Deliverables:

- Final Design Package including Statement of Estimated Quantities
- Attendance at Pre-Bid Opening Meeting
- Post-Bid Recommendation in collaboration with City

Provide Bid Clarifications

The Toole Design Team will respond to Contractor questions as requested by the City during the bidding process. The Toole Design Team will provide clarifications to the City, which may include Plan sheet revisions, Special Provision language, or information clarification.

Deliverables:

- Written clarifications to bid questions, including text and plan sheet revisions if applicable (email format)

Addenda

The Toole Design Team will assist the City with preparing materials to be included with up to two (2) Addenda, as required.

Assumptions:

- The City will prepare addendums for distribution during the bidding process.
- The City will prepare the bid tabulation.
- The City will determine if the bids are responsive or not.
- The City will track bid questions and communicate with bidders.
- The City will produce bid sets.
- The City will review bid tabulations against the opinion of cost (engineer's estimate).
- The budget assigned for this work element will be limited to the amount designated for this work element.

Deliverables:

- Materials to be included with addenda, as requested, for up to two (2) Addenda

Task 10 – Adjacent Project Coordination

10.1 Technical Design Coordination

The Toole Design team will provide technical support as part of ongoing coordination with adjacent projects on 6th Avenue. This work will include design of the streetscape along 6th Ave between 2nd Street SW and the terminus of final design for south leg of Center Street (beginning of the turn lane formation). Elements include bikeway and landscape configuration. It also includes all coordination and design review meetings for Task 10.2.

The Toole Design Team's tasks will include:

- 2D geometry – input into overall design package
- 3D model verification – input into overall design package
- Utility coordination
- Design coordination meetings

Assumptions:

- Toole Design will provide recommendations for adjustments to civil roadway elements such as intersection curb ramp layouts. To be incorporated into overall civil plans by others.

10.2 60%, 90%, 100% Design - South Segment

The Toole Design team will follow the same process outlined in Task 9 to deliver 60%, 90%, 100% documents for the southern segment of 6th Ave (2nd Street SW to the terminus of final design for south leg of Center Street). This work will include roadway, drainage, lighting, signing and pavement marking, and signal design. It will not include green stormwater, sanitary, water, or traffic control design.

It is anticipated that the final plans will include the following sheets:

- Title Sheet (1 sheet)
- General Layout/Location Map (1 sheet)
- Construction Notes, Legend, Abbreviations (1 sheet)
- Statement of Estimated Quantities (2 sheets)
- Tabulations (2 sheets)
- Existing Conditions (1 sheet)
- Typical Sections (1 sheet)
- Civil Details (1 sheet)
- Alignment Plan and Profile (1 sheet)
- Removals Plan (1 sheet)
- Street Plan and Profile (1 sheet)
- Paving and Jointing Plan (1 sheet)
- Intersection Details (2 sheets)
- Storm Sewer Plan and Profile (1 sheet)
- Storm Sewer Details (1 sheet)
- Stormwater Pollution Prevention Plan (3 sheets)

- Erosion Control Plan (1 sheet)
- Lighting Plan (1 sheet)
- Lighting Details and Tabs (3 sheets)
- Signing and Pavement Marking Plan (1 sheet)
- Signing and Pavement Marking Details (2 sheets)
- Signing and Pavement Marking Tabs (2 sheets)
- Traffic Signal Plan (2 sheets)
- Cross Sections (7 sheets)

Assumptions:

- The Toole Design Team will work from topographical, boundary, and approved site plans provided by others for the southern segment. Any work required due to a discrepancy between these sources and final field conditions is considered an additional service.
- This work will be delivered in a separate construction document package from Task 9 work.
- This work will not be publicly bid and will not require construction bidding support.

Services Not Included in this Scope of Services

1. Structural design
2. Irrigation design – to be included as part of Future Amendment or use of Contingency fee.
3. Right of Way Plans – To be included as part of Future Amendment based on need.
4. Drainage design above what is described in this scope of services.
5. Preparation of discipline reports or memos to support the NEPA process.
6. Prepare a Notice of Intent application and supporting documentation for the construction NPDES permitting process.
7. Construction management services – To be included as part of Future Amendment based on need.
8. Any electrical design beyond street lighting and signal systems to be coordinated with RPU.

Items to be furnished by Others

The City shall furnish the following:

1. All available “As-Built” information, including for traffic signals and the existing illumination systems.
2. Updated underground utility information relative to the City owned utilities.
3. Any applicable preliminary design reports, geotechnical reports, environmental reports, and identified up and downstream problems.
4. Updated City General Provisions.

Engineer and its consultants may reasonably use and rely upon information and design elements furnished by Owner or customarily furnished by others including, but not

limited to, other design professionals, specialty contractors, manufacturers, suppliers and publishers of technical standards.

The City shall furnish, at the City's expense, all information, requirements, reports, data, surveys and instructions required by this Agreement. The Toole Design Team may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof. Further, the City agrees that the Toole Design Team shall have no responsibility for any portion of the Project designed by other consultants engaged by the City.

Design Criteria

As of the date this Agreement is signed, design file, reports, documents, and plans prepared as part of this Scope of Services, to the extent feasible, will be developed in accordance with the latest edition and amendments to the following documents:

1. City of Rochester Engineering Standards
2. City of Rochester Standard Detail Plates
3. City of Rochester Standard Specifications for Street and Utility Construction, Ordinances, UDC
4. City of Rochester Public Utilities Water Services Rules and Regulations
5. MnDOT Standard Specifications for Construction, 2025 Edition
6. City of Minneapolis Supplemental Specifications for Construction, 2025 Edition
7. AASHTO: A Policy on Geometric Design of Highways and Streets (2018 Edition)
8. Minnesota Manual on Uniform Traffic Control Devices, 11th Edition
9. AASHTO Guide for the Development of Bicycle Facilities, 5th Edition
10. Revised Draft Guidelines for Accessible Public Rights-of-Way (PROWAG), 2023
11. MnDOT Standard Plates

Changes in any design standards or requirements after services have begun may result in extra work, and require a supplement to the Agreement.

Additional Services

The Toole Design Team may provide additional services as directed by the City which are not identified in this Scope of Services. Additional services shall not commence without written authorization and approval from the City and a supplement to the contract. The following tasks are not included in this amendment, but are anticipated to be part of a future amendment. The specific scope for The Toole Design Team will be defined and included in the future amendment and descriptions below are subject to change.

Task 11 – Right of Way Acquisition

Right of Way services for temporary and permanent acquisitions are to be determined based on need identified in the 30% and 60% plan development process.

Task 12 – Phase II Environmental Assessment and Documentation

To be determined based on geotechnical investigation and scope included in a future amendment if required.

Compensation

The following budget reflects the level of effort contained within this project work plan. Toole Design team will strive to accommodate any additional work within the contract project budget when possible; however, additional work outside of the work plan scope that is unable to be fit within the contract project budget will be subject to a contract amendment.

Toole Design will perform the work identified in this scope of work for an additional fee not to exceed $1,463,262.21 to be billed at fully loaded 2026 hourly rates. Toole reserves the right to escalate rates annually on or around April 1st of each year.

This Amendment shall not alter the terms and conditions of the original Contract-all terms, covenants and conditions of the original executed Contract shall remain in full force and effect, except to the extent herein amended.

This Amendment is effective upon the date of final execution.

Attachments:

Documents incorporated into the above contract are detailed below:

- RFP: Connecting Downtown Rochester's Active Transportation Corridors: Study and A&E Design Services. Dated June 12, 2025. & Amendments
- Toole Design Technical Proposal & Supporting Documentation. Dated June 23, 2025
- Toole Design Technical Proposal Adjustments. Dated July 2, 2025
- Toole Design Updated Cost Proposal. Dated July 2, 2025
- Toole Design Updated Sub-Contractor and DBE Forms dated July 9, 2025

Exhibit B

Summary of Meetings

Task 1 Project Management and Coordination:

Meetings	# of Meetings	People	Notes
1.2 General PM	20 virtual, ½-hour 4 virtual 1-hour	Toole PM, others as needed	

Task 2.1 Public Involvement

Meeting: Timing & Purpose	# of Meetings	People	Notes
Preliminary - Layout update - Design Pallet Option(s)	1 Pop Up 1 Area Neighborhoods + Businesses (combined)	City and 1 TD staff or 1 Wiggan staff	
@ 30% - Illustrative Renderings of corridor - Update on Design Pallet - Locations for Features, nodes, art	1 Pop Up near corridor 1 Neighborhood 1 Businesses	City and 1 TD staff or 1 Wiggan staff	
@60% - Informational - Updates on Design elements, landscaping, design for nodes, public art	1 Open House or Pop Up at existing event (Thursdays on 1st) 1 Neighborhood 1 Youth & Biking	City and 1 TD staff or 1 Wiggan staff	
@90% - Informational	1 Open House 1 Area Neighborhoods & Businesses	City and 1 TD staff or 1 Wiggan staff	
Final - Informational	1 Presentation/Open House	City and 1 TD staff or 1 Wiggan staff	

Additional Meetings, as needed	Up to 10 stakeholder meetings OR Business visits/door knocking	City and 1 TD staff	

Public Meetings

Meetings	# of Meetings	People	Notes
PBAC	2 in-person	1 – 2 TD staff	1-collect feedback on design elements (60%) 1-informational (Final)
City Council Work Session	2 in-person	2 TD staff, 1 Gamble staff	1-Focus on Urban Design, style/pallet, streetscape, nodes and public art 1-follow up on design & updates
City Council Meeting	2 in-person	2 TD staff, 1 Gamble staff (virtual)	30% and Final

Task 2.2 Public Agency & Mayo Involvement

Meetings	# of Meetings	People	Notes
Meetings with City Public Works, Parks, Admin, Utilities, Etc.	22 Virtual, 1-hour meetings 10 2-hour meetings In Person	2 TD staff x 32 (all) 1 Gamble staff x 8 virtual	
Mayo Coordination Meetings	16 virtual 1-hour	2 TD staff x 16 1 Gamble staff x 6	
Design Concept Review Meetings	10 virtual 1-hour	2 TD staff x 10 1 Gamble staff x 6	Coordination across agencies, city, county, state; including state aid and variance process
Decision Point Meetings with City/DMC Senior Leadership	6 virtual	2 TD staff 1 Gamble staff x 4 (virtual)	ID key decision items and points in the schedule

Task 7

Meetings	# of Meetings	People	Notes
7.4 Utility Coordination	4 virtual 1-hour	2 TD staff, 2 Strand staff	
7.8 Landscape/Streetscape Design Workshops	2 in-person	5 TD staff, 2 Gamble staff	Half-day workshops, assume one at Toole office and one in Rochester

Task 10

Meetings	# of Meetings	People	Notes
10.1 Design Coordination	10 virtual ½ hour	2 TD staff, 1 Strand staff	Related to design of 6th Ave southern segment

City of Rochester
201 4th Street SE - STE 266
Rochester, MN 55904-3781

Phone: 507-328-2000
Fax: 507-328-2727

Third Amendment to Master Professional Services Agreement

THIS THIRD AMENDMENT to the Master Professional Services Agreement, is made on March 16, 2026, by and between the City of Rochester, Minnesota, a Minnesota municipal corporation, hereinafter called "City," and Toole Design Group, LLC, a Maryland limited liability company, hereinafter called "Consultant". City and Consultant may each be referred to as a "Party" and collectively referred to as the "Parties."

WHEREAS, City and Consultant entered into a certain Master Professional Services Agreement dated July 31, 2025, hereinafter called the "Agreement," for design and engineering services related to the City's Reimagining 6th Avenue West and Reconnecting the Downtown Mobility Network Project, hereinafter called the "Project."

WHEREAS, the conceptual design process is now complete and the concept has been accepted to proceed to the preliminary and final design stages of the Project.

WHEREAS, City and Consultant hereby wish to amend the Agreement to reflect the new scope of work.

NOW, THEREFORE, the Parties do hereby agree as follows:

1. Article 2 of the Agreement is hereby amended to reflect the new scope of work as described on the attached Exhibit A.

2. The Amendment 3 Cost Proposal titled "Attachment A – TD-COR Amendment 3 Cost Proposal" in the amount of $1,463,262.21

3. Article 10(b) of the Agreement is hereby amended to read as follows:

b. General Liability. The Consultant agrees to maintain Commercial General Liability insurance in a minimum amount of *$2,000,000* per occurrence; *$4,000,000* annual aggregate. The policy shall cover liability arising from premises, operations, products-completed operations, personal injury, advertising injury, and contractually assumed liability. The City shall be endorsed as additional insured.
c. Professional Liability (Errors and Omissions). The Consultant will maintain professional liability insurance for all claims the Consultant may become legally obligated to pay resulting from any negligent act, error, or omission related to Consultant's professional services required under this Agreement. The Consultant is required to carry the following minimum limits: $2,000,000 per claim; 4,000,000 annual aggregate. The retroactive or prior acts date of such coverage shall not be after the effective date of this Agreement. If such insurance is discontinued,

extended reporting period coverage must be obtained by the Consultant to fulfill this requirement.

Any deductible will be the sole responsibility of the Consultant.

4. By April 24, 2026, all documents produced by the Consultant with the intention of being public facing must comply with WCAG 2.1 AA standards, including all digital documents (including PDFs), applications, and digital tools.

5. Except as modified by this Amendment, the Agreement shall remain unchanged and shall continue in full force and effect until Termination. In the event there is any conflict between the terms of the Agreement and the terms set forth in this Amendment, the terms specifically set out in this Amendment shall control. From and after the date of this Amendment, any and all references to "the Agreement" or "this Agreement" in the Agreement shall mean the Agreement as modified by this Amendment.

IN WITNESS WHEREOF, the undersigned parties have caused this Amendment to be executed in their respective names on behalf of their respective entities.

CITY OF ROCHESTER,
a Minnesota municipal corporation

_____ Date:_____
Kim Norton
Mayor

_____ Date:_____
Ann Kasel
City Clerk

TOOLE DESIGN GROUP, LLC,
a Maryland Limited Liability Company

Roswell Eldridge
Roswell Eldridge (Mar 10, 2026 09:24:40 EDT)
_____ Date: 03/10/2026
RJ Eldridge, Chief Operating Officer

F.17

REQUEST FOR ACTION

Contract Amendment 1: WHKS for Final Design of the Reconstruction of 400 Block Center St W, 10 Block of 5th Ave NW, and 400 Block of 1st St NW - Project No. J7857

MEETING DATE:
March 16, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Tyler Niemeyer

Action Requested:

Authorizing a contract Amendment 1 with WHKS, in the amount of $53,780 with contract extension to December 31, 2027, for Reconstruction of 400 Block Center St W, 10 Block of 5th Ave NW, and 400 Block of 1st St NW - Project No. J7857.

Report Narrative:

On October 21, 2024, the Council approved a design services contract with WHKS for the preliminary design of the reconstruction of the 400 Block of Center St W, the 10 Block of 5th Ave NW, and the 400 Block of 1st St NW - Project No. J7857. This reconstruction project is being coordinated with Mayo Clinic's planned private improvements associated with its Bold. Forward. Unbound. initiative in downtown Rochester. Mayo Clinic has constructed electric duct banks in the 400 Block of Center St W, along the west side of the 10 Block of 5th Ave NW, and in the 400 Block of 1st St NW. The duct banks are required to provide electric service for Mayo Clinic development in downtown Rochester. Mayo is also building a new parking structure in this area, which will also impact public roadways and infrastructure.

The proposed Mayo improvements will significantly impact public roadways and infrastructure. To limit the number of potential future projects in this area, Public Works would like to update the infrastructure that has reached its service life. The project will include the reconstruction of Center St W, 5th Ave NW, and 1st St NW within the project corridor, including public utilities, pedestrian enhancements at intersections, replacement of curb and gutter, and repair of defective sidewalks.

Final design services were approved on March 17, 2025. The construction project was to start in 2025, but Mayo Duct Bank work has extend into 2026 and will not be completed until the spring of 2026. This has resulted in additional coordination and design changes to the project. Just recently, Mayo has made scheduling changes to the impacts of 4th Ave NW and Center St. which will require the project be bid and constructed in 2027. The changes will require additional coordination with impacted property owners and Mayo projects, changes to project scheduling, and changes to the project design. The design changes and additional coordination meetings have resulted in a increase of approximately 34% over the original design cost ($155,670), but coordinating work before construction conflicts occur is a key element of the Guiding Principles the City, DMC, and Mayo are utilizing for these downtown investments.

WHKS has submitted an amendment for the project to address the changes in project coordination, scheduling, and design changes to meet the needs of the adjacent Mayo projects. Amendment 1 is included in this Council packet.

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

Policy Considerations & DEI Impact:
These projects align with the Council's Strategic Priority of Quality Services by executing infrastructure improvements that are completed in conjunction with other construction projects to limit the disruption to the downtown area. The project would be completed in conjunction with work being done with the Bold. Forward. Unbound. project in the Destination Medical Center (DMC) area.

Prior Legislative Actions & Community Engagement:
The project is coordinated with Destination Medical Center (DMC) area improvements and Mayo's Bold. Forward. Unbound. projects.
October 21, 2024: Council Meeting - Council approval of Preliminary Design Services.
March 17, 2025: Council Meeting - Council approval of the final design services.

Fiscal & Resource Impact:
All private construction and any resulting displacement of public infrastructure will be designed and constructed by Mayo Clinic. The public improvements designed with this contract are proposed to limit future disruptions in the area and will be coordinated with Mayo Clinic's design team. This design contract (for City infrastructure) will be funded by Item 7 in the 2025 DMC Capital Plan - Public Infrastructure Alignment: Bold. Forward. Unbound.

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

Prepared By:
Matt Crawford

Attachments:
Project Location Map - Reconstruction of 400 Block Center St W, 10 Block 5th Ave NW, and 400 Block 1st St. NW Project No. J7857

Engineering Service Contract Amendment 1-WHKS Design Services Project No. J7857



CITY OF ROCHESTER MINNESOTA

PROJECT 7857
RECONSTRUCTION OF 400 BLOCK CENTER STREET WEST, 10 BLOCK OF 5 AVE NW, AND 400 BLOCK OF 1 ST NW

whks engineers + planners + land surveyors

Amendment 1

Attachment A
Addendum Final Design Services for:
J7857 Reconstruction of 400 Block of Center Street West, 10 Block of 5th Avenue NW and 400 Block of 1st Street NW.

Overview

City previously entered into a Professional Service Agreements with us to perform a preliminary design analysis and final design of the project. The final design services incurred additional time and costs based on the extra level of effort required for the following items:

- Assist with project bidding and updating deliverable requirements to 2027 project year.
- Mayo's electric duct bank coordination.
- Mayo's north parking ramp coordination.
- Coordination with other Mayo projects.
- Coordination of Mayo's coordinate system and City's coordinate system. This was excluded from the final design service agreement. Mayo's consultants have not converted the Mayo coordinate system to the City's system.
- Pedestrian lighting adjacent to the Residence Inn Hotel.

City staff requested that we prepare an Addendum to complete the final design of the project.

Detailed Scope of Work

Phase 1 – Project Management and General Meetings

1.1 Project Administration. Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of monthly status reports, and general administrative activities.

1.2 Client Meetings. Participate in periodic update meetings with City Staff. Two (2) meetings are anticipated.

1.3 Stakeholder Meetings. Meetings will be conducted with Mayo Clinic officials and other project shareholders. The meetings will be conducted to explain the project's intent and to obtain comments. Three (3) meetings are anticipated.

Phase 2 – Final Design Services

2.1 Mayo's Electric Duct Bank Coordination. Assist City in continuing coordination of Mayo's electric duct bank plans. Revise City plans, as may be necessary, based on Mayo's final electric duct bank plans. No field staking will be performed. Provide electronic/ACAD files to Mayo's consultant

2.2 Mayo's North Parking Ramp Coordination. Assist City in continuing coordination of Mayo's roadway replacement plan with the City's utility replacement project. Develop a phasing plan that will provide access to the parking ramps. Revise City plans, as may be necessary, based

on final approved design for Mayo's ramp project. No field staking will be performed. Provide electronic/ACAD files to Mayo's consultant.

2.3 Mayo's Other Projects Coordination. Assist City in continuing coordination of Mayo's other projects with the City's utility replacement project. Revise City plans, as may be necessary, based on final approved design for Mayo's other projects. No field staking will be performed. Provide electronic/ACAD files to Mayo's consultant.

2.5 Plan & Profile Sheets. Prepare final plan and profile sheets that will include the following:

a. Title Sheet.
b. Statement of Estimated Quantities.
c. Project Control with Coordinates.
d. Existing Conditions Tables.
e. Removal Tables.
f. Proposed Improvement Tables.
g. Removal Sheets.
h. Erosion Control Plan and SWPPP.
i. Utility Replacement Sheets.
j. Pedestrian Lighting. City sidewalk light pole and foundation details will be used. Electric feed is anticipated from a proposed new signal cabinet to be installed at the NW corner of Center Street West and 4th Avenue.
k. Phasing/Staging Plans.
l. Traffic Control will include traffic and wayfinding signs.
m. Pedestrian Control/Detour Plan.

2.6 Opinion of Probable Costs. Prepare estimate of quantities and final opinion of probable costs. The City or MN/DOT item numbers with extensions will be used, depending on the governing specification.

2.7 Project Specifications. The 2025 City Standards and Specifications and MN/DOT 2025 Standards and Specifications will be used for the project. The specifications will include the City's Prevailing Wage, Workforce Participation Goals and Targeted Business Implementation Plan requirements and any additional DMCC requirements.

2.8 Bid Process. Assist City in the bidding process by responding to contractor's questions and preparing Addendums, as required to clarify the intent of the project.

Note: This project will be bid for construction as two projects. Phase I - 5th Avenue NW and 1st Street NW, and Phase II - Center Street West.

Deliverables. Furnish copies of final plans and specifications. Each deliverable will include 6 hard copies, and an electronic copy will be provided to City. The electronic copy will be in MS Word, PDF or ACAD as applicable for each deliverable. The plans for this project will be prepared in the City's ACAD format.

The following services are excluded from the scope and may be completed by WHKS under a future Agreement:

1. Converting Mayo's plan from their coordinate system to City coordinate system. Conversion of Mayo's coordinate system should be performed by Mayo's consulting engineer.

2. Subconsultant services to determine the location of pedestrian light electrical feed connection, and to calculate lighting spacing requirements. Luminaires shall be based on City details and spacing shall be based on Rochester Destination Medical Center District Design Guidelines.

3. Construction Observation and Contract Administration.

Attachment B. Work Plan Outline Addendum Final Design Services		PROJECT TITLE: J7857 Reconstruction of 400 Block of Center Street West, 10 Block of 5th Avenue NW and 400 Block of 1st Street NW						
		WHKS						
DESCRIPTION OF PROFESSIONAL SERVICES OR TASKS		Project Principal	Project Manager	Design Engineer				WHKS TOTALS
		Staff Assignment by Hours						
Phase 1	**Project Management & Meetings**							
1.1	Project Management	2	4					6
1.2	Client Meetings (2)	2	4	4				10
1.3	Stakeholder Meetings (3)		6					6
	Hours Sub-Total	4	14	4				22
	SUBTOTAL LABOR FEE	$ 1,080	$ 2,800	$ 480				$ 4,360
Phase 2	**Final Design**							
2.1	Coordination with Mayo's Electric Duct Bank Project			6				6
2.2	Coordination with Mayo's Parking Ramp Project			78				78
2.3	Coordination with Mayo's Other Projects			12				12
2.4	Plan and Profile Sheets	2	24	120				146
2.5	Opinion of Probable Costs		12	24				36
2.6	Specifications	2	40	16				58
2.7	Bidding Process		6	6				12
	Hours Sub-Total	4	82	262	0	0	0	348
	SUBTOTAL LABOR FEE	$ 1,080	$ 16,400	$ 31,440				$ 48,920
TOTAL HOURS		8	96	266				370
HOURLY RATES		$ 270	$ 200	$ 120				
SUBTOTAL FEE		$ 2,160	$ 19,200	$ 31,920	$ -	$ -	$ -	$ 53,280
ESTIMATED EXPENSES								$ 500
TOTAL								$ 53,780

Estimated Expenses - WHKS	
Mileage & Printing	$ 500
	$ 500

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Contract Amendment 1: WHKS for Sanitary Sewer Improvements West Zumbro WZ-04-1019 - Project No. J7854

MEETING DATE:
March 16, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Tyler Niemeyer

Action Requested:

Authorizing:

1. Contract Amendment 1 with WHKS, in the amount of $52,000 with contract extension to December 31, 2026, for the design of the Sanitary Sewer Improvements West Zumbro WZ-04-1019 - Project No. J7854 Phase 2 and;
2. Advertisement for bids and scheduling a bid opening once the design is completed for the Sanitary Sewer Improvements West Zumbro WZ-04-1019 - Project No. J7854 Phase 2.

Report Narrative:

In April 2021, the Council instructed the Development Services and Infrastructure (DSI) team to pursue the extension of sanitary sewer to serve Area 6G, also known as the West Zumbro Sewershed. The sewer extension was the first phase of a multi-phase process necessary to enable new development without causing sanitary sewer surges. The West Zumbro Sanitary Sewer Extension to Serve Sanitary Sewer Area 6G (Project No. J7773) was completed in 2023. The first downstream upsizing project - Sanitary Sewer Improvements West Zumbro WZ-02-1021 (Project No. J7849), was completed in the spring of 2025.

Sanitary Sewer Improvements West Zumbro WZ-04-1019 (Project No. J7854) is the final project that needs to be completed before full development can occur in the lands that will use the new expansion sewer project in the West Zumbro Sewershed. Obtaining additional easements and railroad permits required additional time and efforts and would delay the ability to bid the project in 2025. This resulted in separating the project into two Phases. Phase I work was bid and awarded in 2025. The sanitary trunk line work of Phase 1 was complete at the end of 2025 and final restoration will be completed in the spring of 2026.

The additional easements and railroad permits were not in the original scope of services. Additional engineering services are required to complete the easements, permits, and additional bidding documents for the Phase 2 plans. The Phase 2 final design work will be completed this spring and bid for a summer/fall construction project. The additional work amendment of $52,000 is approximately increase of 34% of the original design costs ($154,360) for the additional design time, preparing bid documents, and assisting with obtaining additional easements.

WHKS has prepared the Sanitary Master Plan and is familiar with the improvement projects needed to increase sanitary sewer capacity. They have also completed the Engineering work for Project No.'s J7773, J7849, and J7854 Phase 1, and are familiar with the requirements for the Phase 2 final project.

They have prepared an amendment to complete the design of the Sanitary Sewer Improvements West Zumbro WZ-04-1019 (Project No. J7854 Phase 2). The amendment is included in this Council packet.

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

Policy Considerations & DEI Impact:
These projects are in alignment with the Council's Strategic priority of Quality Services by executing infrastructure improvements that increase sanitary sewer capacity in advance of future growth to minimize the potential for sanitary sewer surges. The growth management map amendment identifies parts of the West Zumbro Sewershed that are acceptable for near-term development. The Sanitary Sewer Master Plan identifies the sewers that need to be improved for this development in the West Zumbro Sewershed.

Prior Legislative Actions & Community Engagement:
June 1, 2020: Council Meeting - The Sanitary Sewer Master plan was approved.
September 20, 2021: Study Session - The growth management map amendment was presented.
November 15, 2021: Council Meeting- The growth management map amendment was approved.
June 20, 2022: Council Meeting - Contract with WHKS for design services for J7773 was approved.
April 17, 2023: Council Meeting - Contract with WHKS for design services for J7849 was approved.
April 17, 2023: Council Meeting - Contract with Elcor for construction of J7773 was approved.
January 22, 2024: Council Meeting -Contract Amendment with WHKS for design services for J7849 was approved.
May 6, 2024: Council Meeting- Contract with Elcor for construction of J7849 was approved.
June 16, 2025: Council Meeting - Contract with Elcor for construction of J7854 Phase 1 approved.
October 6, 2025: Council Meeting- Property Acquisition for J7854 Phase 2 was approved.

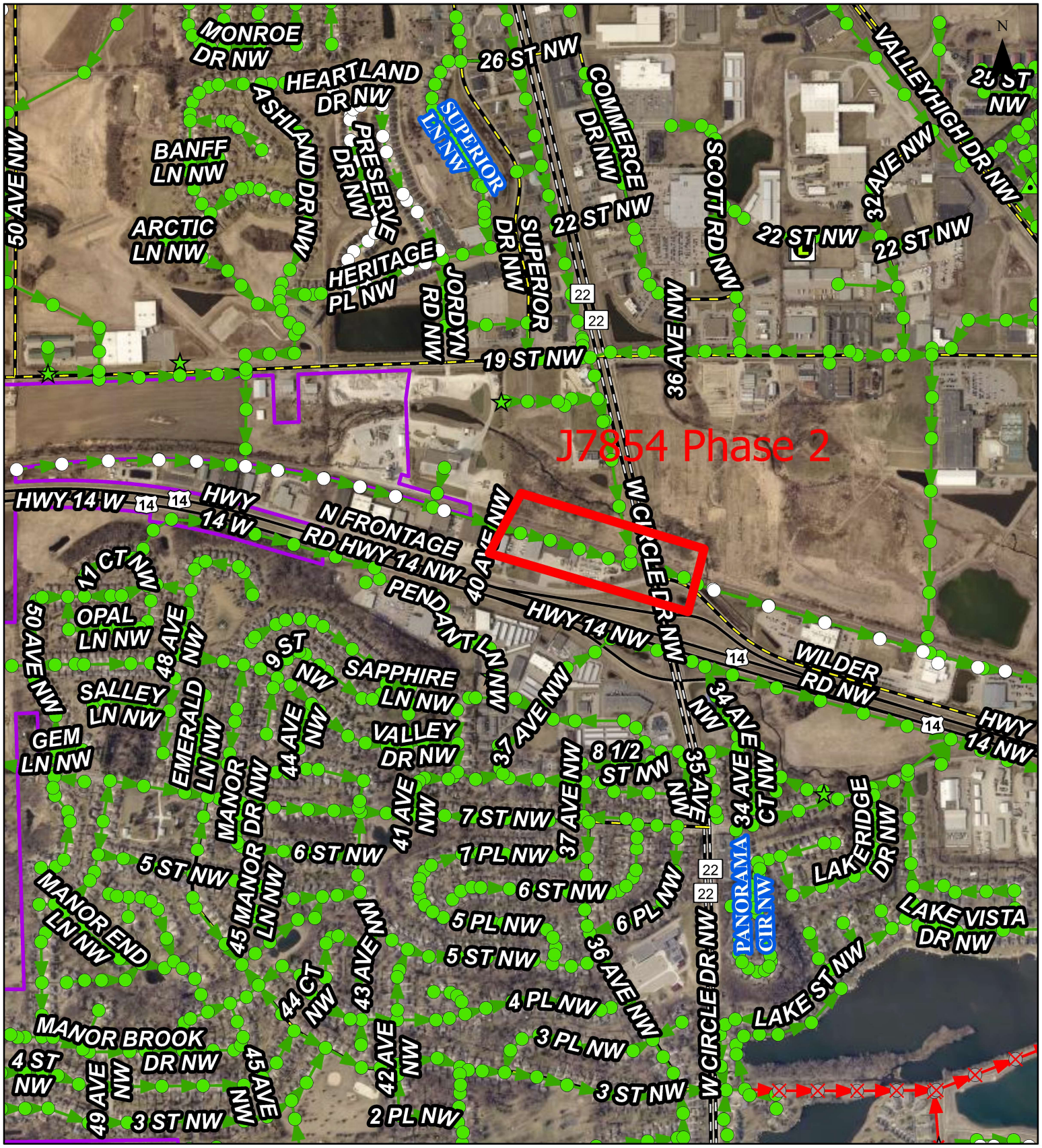
Fiscal & Resource Impact:
The project is part of the Sanitary Sewer Trunk Line Extension and Upsizing in the 2024-2029 Sewer and Water Capital Improvement Plan (CIP) Map No. 3 and Map No. 7 and is funded by the Sewer Utility.

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

Prepared By:
Matt Crawford

Attachments:
Map-Project Location-Project No. J7854 Phase 2

Engineering Service Contract Amendment 1-WHKS Design Services Project No. J7854



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CITY OF ROCHESTER MINNESOTA

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

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

Amendment 1

Attachment A
Amended Design Services for:
Sanitary Sewer to Serve WZ-04, J7854

Overview

Original Scope:
The City of Rochester Sanitary Sewer Master Plan has recommended replacement of existing sanitary mains which have limited capacity. Future development upstream of these mains has the potential to cause issues and potential sewer backups. The City desires to replace the sanitary sewer in the area WZ – 04 and a portion of WZ-03 from the Master Plan. This is the third phase of projects in the West Zumbro sewershed and is planned to be constructed in 2025. The existing main in Phase 3 is located south of the Canadian Pacific Railroad. The westerly end is located near the property at 4701 North Frontage Rd Hwy 14 NW (MH 03/05517) and the easterly end is located east of West Circle Drive (MH 03/0113).

The total length of the phase 3 sanitary sewer, including the roadway crossings, is approximately 4,950 linear feet.

Amended Scope:
The original alignment for the trunk sanitary sewer from MH 03/0106 to MH 03/0113 did not allow room to reconstruct the main on the south side of the Canadian Pacific Railroad. The new proposed alignment is to cross the railroad at the previous stated manholes and construct the new sanitary sewer along the north side of the railroad. The two crossings of the railroad will require settlement monitoring, third party review and permitting from the Canadian Pacific Railroad. The additional length of the sanitary sewer is 386 linear feet.

The WHKS amended scope of services is as follows:

Amended Detailed Scope of Work

Phase 1 – Project Management and General Meetings

1.1 Project Administration. Perform general project administrative duties including supervision and coordination of the project team, review of project costs and billings, prepare invoices using Consultant's standard forms, preparation of monthly status reports, and general administrative activities.

1.2 Meetings. Participate in project update meetings with City Staff. Three meetings are anticipated.

Phase 2 – Design Services

2.1 Topographical Survey. Prepare a letter for City signature, and mail letter to affected property owners, informing them of the project and field activities. Perform topographical survey as necessary to assist in the completion of the project's design.

2.2 Utility Design and Relocation Meetings. Conduct utility design meetings to locate utilities in the project corridor. Assist City of Rochester with relocation requests to affected utilities (gas, telecom, electric, etc.).

2.3 Wetland Delineation. Review and prepare maps from the 2019 Public Water Inventory and Wetland Inventory. Walk the project to delineate wetland areas. Prepare a no loss exclusion for the project. One TEP meeting is included in this Task.

2.4 Easement Description and Exhibits. Review deeds and certificate of surveys. Perform surveys as may be required to determine the property corners and location of property lines. Prepare permanent and/or temporary easement descriptions and exhibits required for the project for two (2) properties. Documents will be provided to City staff.

2.5 Plan and Specifications. The plan and specifications will be prepared based on City standards/templates. The current City Standards and Specifications and MN/DOT 2025 Standards and Specifications will be used for the project. A Storm Water Pollution Prevention Plan (SWPPP) will be prepared. Prepare Engineer's probable cost opinion, including item numbers with extensions. Engineer's cost opinion will be entered into the City's One-office system. The specifications will include the City's Prevailing Wage, Workforce Participation Goals and Targeted Business Implementation Plan requirements.

2.6 Permit Application Assistance. A MPCA and MnDNR permits will be prepared for City signature and submittal to the agency. A permit application to cross the Canadian Pacific Railroad right of way will be submitted. The permit application fees are included in the workplan outline Attachment "B" as an expense.

2.7 Bidding Assistance. Assist the City in responding to contractor's questions and preparing Addendums.

Deliverables. Furnish copies of final plans and specifications. Each deliverable will include 6 hard copies and an electronic copy will be provided to the City. The electronic copy will be in MS Word, PDF or ACAD as applicable for each deliverable. The plans for this project will be prepared in the City's ACAD format.

The following services are excluded from the scope and may be completed by WHKS under a future Agreement:

1. Easement negotiation services.
2. Construction Services, including shop drawing and submittal reviews.

Attachment B. Work Plan Outline -Amended		PROJECT TITLE: Sanitary Sewer to Serve WZ-04 J7854									
Final Design											12/29/2025
		WHKS									
DESCRIPTION OF PROFESSIONAL SERVICES OR TASKS		Project Principal	Project Manager	Land Surveyor	Project Engineer	Water Resources Team Leader	Environmental Scientist	Design Technician	Survey Technician	Survey Technician	Totals
		Staff Assignment by Hours									
Phase	Administration and Meetings										
1.1	Administration	4	8								12
1.2	Meetings	4	4		4						12
	Hours Sub-Total	8	12		4						24
Phase 2	Design										
2.1	Topographical Survey		2						20	20	42
2.2	Coordinate Geotechnical Exploration		1								1
2.3	Utility Design and Relocation Meetings		1		2						3
2.4	Wetland Delineation		2			2	30				34
2.5	Easement Descriptions and Exhibits		2	2					8		12
2.6	60% Preliminary Design				10			10			20
2.7	Final Plan and Specifications	4	4		10			10			28
2.8	Permit Applications		2		2						4
2.9	Bid Process		2		2						4
	Hours Sub-Total	4	16	2	26	2	30	20	28	20	148
TOTAL HOURS		12	28	2	30	2	30	20	28	20	172
HOURLY RATES		$ 260	$ 170	$ 200	$ 140	$ 185	$ 120	$ 155	$ 135	$ 110	
SUBTOTAL FEE		$ 3,120	$ 4,760	$ 400	$ 4,200	$ 370	$ 3,600	$ 3,100	$ 3,780	$ 2,200	$ 25,530
ESTIMATED EXPENSES											$ 26,470
Total											$ 52,000

Estimated Expenses - WHKS	
Mileage & Printing	$ 160
3rd Party Settlement Plan Review	$ 13,000
Geotechnical Settlement Plan	$ 10,000
MnDNR Permit	Original agreement
MPCA Permit	$ 310
Railroad Permit	$ 3,000
	$ 26,470

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

City-Owner Contract Amendment No. 1: Public Utilities to Serve Skyline Flats - Project No. J5643

MEETING DATE:
March 16, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:

Authorizing:

1. A City-Owner Contract Amendment No. 1 for Project No. J5643, "Public Utilities to Serve Skyline Flats" with City execution conditional upon full execution of the contract by Owner, Contractor, and Engineer, and;
2. Professional Technical Services Contract Amendment No. 1 with Short Elliott Hendrickson, Incorporated, for an additional $6,600, related to City-Owner Contract Amendment No. 1 for Project No. J5643, "Public Utilities to Serve Skyline Flats," subject to City execution of the City-Owner Contract Amendment No. 1.

Report Narrative:

The Council authorized a City-Owner contract and a Professional Technical Services contract for Project No. J5643, "Public Utilities to Serve Skyline Flats", on November 3, 2025. The contracts were fully executed on November 24, 2025. The development team has requested to amend the contracts to reflect changes to the planned construction schedule that will result in six additional working days, a revised Completion Date of June 1, 2026, and an additional cost of $6,600 for observation and oversight. The scope of the public improvement work elements remains unchanged. Public Works team supports the request to amend the contracts and has prepared a City-Owner Contract Amendment No. 1 and a Professional Technical Services Contract Amendment No. 1 accordingly.

Public Works brings forward City-Owner Contract Amendment No. 1 and Professional Technical Services Contract Amendment No. 1 for consideration by the Council for Project No. J5643, "Public Utilities to Serve Skyline Flats".

The City-Owner Contract Amendment No. 1 is recommended with Cityview Flats, LLC (as Owner), Queen City Construction, Inc. (as Contractor), and Civil Site Group, Inc. (as Design Engineer). The City-Owner Contract Amendment No. 1 will accommodate Owner's and Contractor'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 Amendment No. 1 is recommended with Short Elliott Hendrickson, Incorporated (as Consulting Engineer), for an additional $6,600, and has been paid by Owner. It is required by the City-Owner contract that Owner provides professional technical services for the project, as defined in the City Specifications and Standards.

Priorities & Foundational Principles:

Housing Access
Inclusive Growth Management

Policy Considerations & DEI Impact:
A City-Owner contract is a required part of the City-Owner Construction Program, which is designed to ensure that the installation of public infrastructure, within a private development or due to a private development, is constructed to City Standards.

Prior Legislative Actions & Community Engagement:
November 3, 2025: Council Meeting - City-Owner contract and Professional Technical Services contract for Project No. J5643, "Public Utilities to Serve Skyline Flats", 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 Amendment No. 1 - Skyline Flats - Project No. J5643

Professional Technical Services Contract Amendment No. 1 - Skyline Flats - Project No. J5643

Exhibit - Skyline Flats - Project No. J5643

City Owner Contract - Skyline Flats - Project No. J5643

Professional Technical Services Contract - Skyline Flats - Project No. J5643

J5643 AMENDED CONTRACT NO. 1 (2026)

THIS AGREEMENT ("Contract"), made this ____ day of_____, 2026, between the **City of Rochester,** a Minnesota municipal corporation (hereinafter referred to as "City"), and **Cityview Flats, LLC,** a Minnesota non-profit corporation (hereinafter referred to as "Owner") and **Queen City Construction, Inc.**, a Minnesota corporation (hereinafter referred to as "Contractor"), and **Civil Site Group, Inc.,** a Minnesota corporation (hereinafter referred to as "Design Engineer"), and together, the Owner, Contractor and Design Engineer shall hereinafter collectively be referred to as the Parties.

WITNESSETH, THAT WHEREAS

1) Parties and City entered into a City-Owner Contract that was fully executed on November 24, 2025, for **"Public Utilities to Serve Skyline Flats – J5643** (hereinafter referred to as J5643 Contract).
2) The Parties have requested to amend certain terms of said J5643 Contract to address a revision to the Completion Date, the total number of working days, and to amend the total cost for observation and oversight based on the amended construction schedule and total working days.

NOW, THEREFORE, the following amended terms to the J5643 Contract are hereby mutually agreed to between City and Parties as follows:

1) The Completion Date in **Section I. OWNER'S SPECIFIC OBLIGATIONS, Subsection c)** on page 2 of the J5643 Contract is hereby replaced with a new Completion Date of **June 1, 2026.**
2) Owner has previously paid to City the amount of $33,900.00 for City's use in paying **Short Elliott Hendrickson, Incorporated**, for performance of Observation & Oversight associated with the J5643 Contract. The change in work schedule carrying into 2026, and 6 additional working days estimated by Contractor to complete the project will result in additional expenses for Observation & Oversight. As such, the total dollar amount in **Section I. OWNER'S SPECIFIC OBLIGATIONS, Subsection d)** on page 2 of the J5643 Contract is increased $6,600.00 and amended from $33,900.00 to a total of **$40,500.00.**
3) Owner or its representative shall pay to City the additional amount of **$6,600.00** for City's use in compensating **Short Elliott Hendrickson, Incorporated** for additional observation and oversight services consistent with the J5643 Amended Contract No. 1 (2026).

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:

Cityview Flats, 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 **Cityview Flats, LLC,** a Minnesota limited liability company, and who is personally known by me to be the person who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed and on behalf of the company.

_____
Notary Public

ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY AUTHORIZATION SIGNATURE

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 that they are authorized under the articles of organization or operating agreement to execute the attached instrument for and on behalf of the limited liability company, and that they hereby execute said instrument for and on behalf of the limited liability company.

_____
Notary Public

County: _____

My Commission Expires: _____

CONTRACTOR:

Queen City Construction, Inc.,
a Minnesota corporation

By _____

Its _____

STATE OF MINNESOTA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this_____day of _____, 2026, by_____, the _____, of **Queen City Construction, Inc.**, a Minnesota corporation, known by me to be the person who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed and on behalf of the corporation.

_____
Notary Public

County: _____

My Commission Expires: _____

AKNOWLEDGEMENT OF CORPORATION AUTHORIZATION SIGNATURE FOR CONTRACTOR

STATE OF MINNESOTA

COUNTY OF OLMSTED

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:

Civil Site Group, Inc.,
a Minnesota corporation

By_____

Its_____

STATE OF MINNESOTA)
) SS
COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this _____day of_____ 2026, by_____, the_____, of **Civil Site Group, Inc.,** a Minnesota corporation, and who is personally known by me to be the person who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed and on behalf of the corporation.

_____
Notary Public

ACKNOWLEDGEMENT OF CORPORATION AUTHORIZATION SIGNATURE FOR DESIGN ENGINEER

STATE OF _____

COUNTY OF _____

On this _____ day of _____, 2026, before me

appeared _____, to me personally known, who being
(Name of Officer)

by me duly sworn, did say that they are the _____ of

_____, _____,
(Name of Corporation) (Address)

_____, _____, a corporation; and that (City &
State) (Zip Code)

said instrument was executed on behalf of said corporation by authority of its Board

of Directors; and that said _____ acknowledged execution
(Name of Officer)

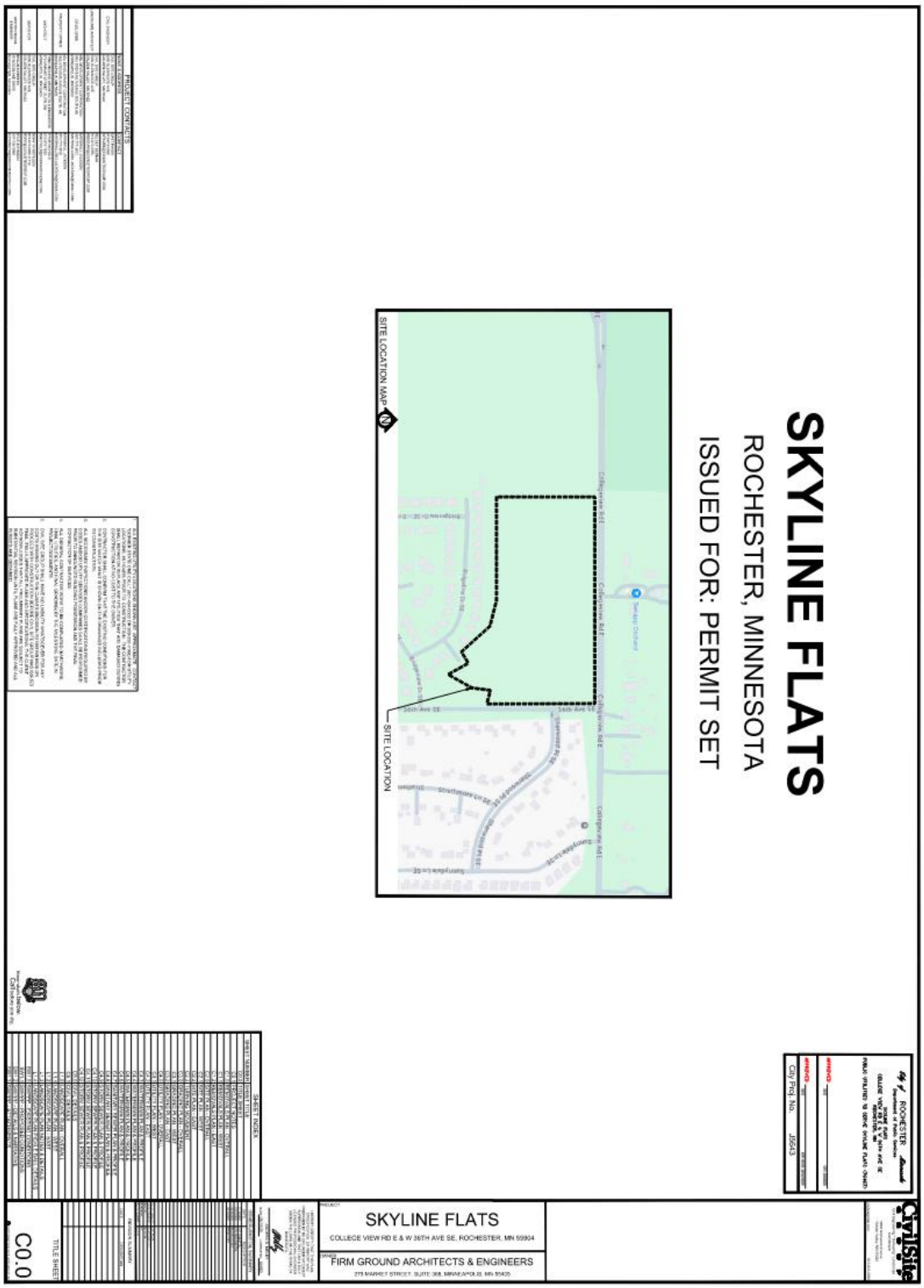
of said instrument to be the free act and deed of said corporation.

_____
Notary Public

County: _____

My Commission Expires: _____

EXHIBIT A
Reference drawing of Construction Plan Sheet for J5643



CHANGE ORDER # 1,
FOR PROFESSIONAL TECHNICAL SERVICES CONTRACT
J5643 PUBLIC UTILITIES TO SERVE
SKYLINE FLATS

A City-Owner Contract for "**Public Utilities to Serve Skyline Flats – J5643**", (hereinafter referred to as "J5643 Contract"), was fully executed on November 24, 2025 by the **City of Rochester**, (hereinafter referred to as "City"), **Cityview Flats, LLC**, (hereinafter referred to as "Owner"), **Civil Site Group, Inc.**, (hereinafter referred to as "Design Engineer"), and **Queen City Construction**, **Inc.,** (hereinafter referred to as "Contractor").

The City has retained **Short Elliot Hendrickson, Incorporated**, (hereinafter referred to as "Observation & Oversight Engineer"), through a separate Professional Technical Services Contract (hereinafter referred to as "O&O Contract"), in the amount of $33,900.00, paid by Owner, with an expiration date of December 31, 2026.

J5643 Amended Contract No. 1 (2026) revised the completion date to June 1, 2026. Contractor's updated schedule is expected to add 6 working days to the project.

Change of Scope:

By execution of this Change Order # 1 to O&O Contract, City and Observation & Oversight Engineer wish to amend all applicable sections throughout the Professional Technical Services Contract to reflect a new expiration date of **December 31, 2027**.

Compensation:

By execution of this Change Order # 1, City and Observation & Oversight Engineer wish to amend the value of the Professional Technical Services Contract to **$40,500.00**. Owner has agreed to pay City the difference, in the amount of $6,600.00.

City and Observation & Oversight Engineer acknowledge no other changes, and all terms and conditions set forth in the original contracts shall apply to this additional work. The work in question may proceed upon execution of this document.

This document can be printed and signed separately by each party. This fully executed document will constitute the complete Change Order # 1 for this Professional Technical Services Contract, accompanying City-Owner Contract J5643.

Approved by:

OBSERVATION & OVERSIGHT ENGINEER: _____ 01/20/2026
Scott Samuelson / SEH, Inc. Date

CITY OF ROCHESTER:

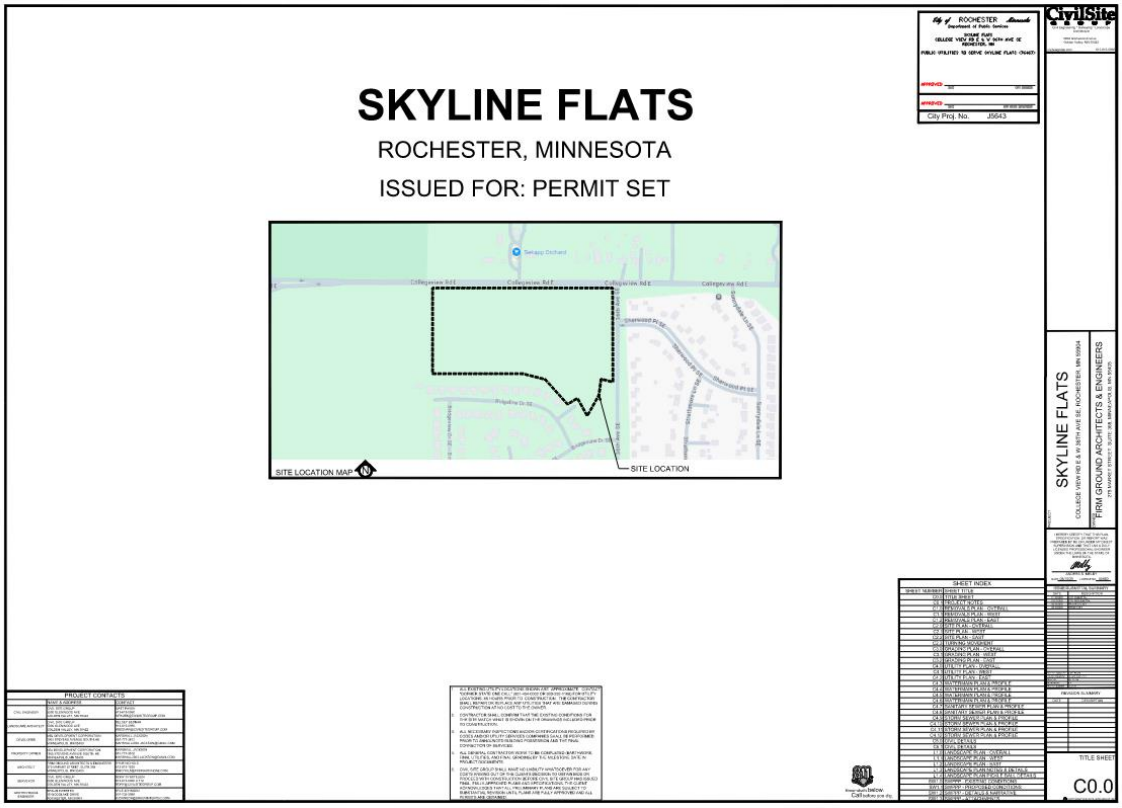
By: _____ Date: _____
Kim Norton, Mayor

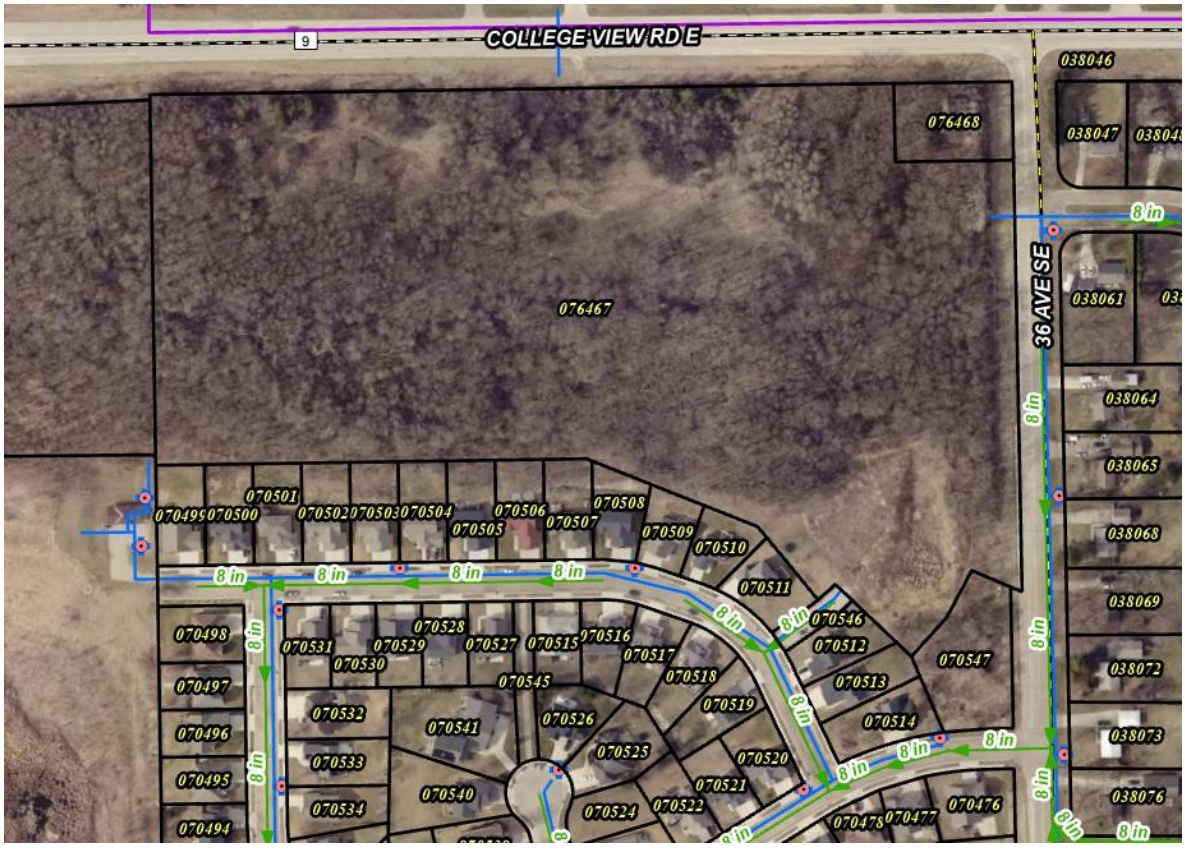
Attest: _____ Date: _____
Ann Kasel, City Clerk

Approved as to Form & Execution:

_____ Date: _____
Michael Spindler-Krage, City Attorney

Plan Coversheet and Location Map for Skyline Flats C-O J5643





CITY-OWNER CONTRACT

THIS AGREEMENT ("Contract"), made this 24th day of November, 2025, between the **City of Rochester,** a Minnesota municipal corporation, (hereinafter referred to as "City"), **Cityview Flats, LLC,** a Minnesota limited liability company (hereinafter referred to as "Owner") and **Queen City Construction, Inc.**, a Minnesota corporation (hereinafter referred to as "Contractor"), and **Civil Site Group, Inc.,** a Minnesota corporation (hereinafter referred to as "Design Engineer"), and together Owner, Contractor and Design Engineer shall hereinafter collectively be referred to as the "Parties" under the general terms and conditions of this Contract.

WITNESSETH, THAT WHEREAS

1) Owner owns real property generally described as part of the NE ¼, NW ¼, Section 5, Township 106 N., Range 13 W., and will be developing said property consistent with the plans for Community Development application CD2025-001SDP (hereinafter referred to as the Property).

2) Owner is requesting permission to, at its own expense, to install a public watermain and hydrant, consistent with the approved civil construction plans **(R25-0023GF)** and specifications thereof prepared by Design Engineer, generally referred to as **"Public Utilities to Serve Skyline Flats – J5643"**, a plan sheet depicted for reference as attached Exhibit 'A', and hereinafter referred to as the "Project".

3) City is willing to grant Owner permission to perform the public improvements work for the Project, utilizing Contractor, at its own cost and expense (unless otherwise specifically noted herein), and subject to the terms and conditions herein, including full compliance with the approved civil construction plans for the Project (hereinafter referred to as "Project Plans"), and in adherence to the City's Standard Design Specifications.

NOW, THEREFORE, it is hereby mutually agreed between City and Parties as follows:

I. **OWNER'S SPECIFIC OBLIGATIONS.**

a) Owner's representative, **Anders Melby**, will serve as " Project Manager" for the Project. The Project Manager is responsible for all coordination of the work elements including Project close out.

b) Owner has by separate document retained the professional services of **Braun Intertec Corporation,** as "Geotechnical Professional") to prepare a Geotechnical Report (hereinafter "Report") for the Project. Owner is obligated to make the results of said Report available to the City and its designees for the purpose of evaluating the design of the Project elements.

c) Owner shall oversee the Contractor's completion of all Project work elements by **December 31, 2025, (**hereinafter referred to as "Completion Date"**)** and in a manner consistent with the approved Project Plans and in adherence with City Standard Design Specifications. Additionally Owner shall pay for all Project construction costs, including any scope of work changes that may be required to fulfill the conditions or intent of the Development Agreement, or any other agreement between the Owner, and City related to the Project or Project Property, or requirements of the City Ordinances, development conditions, or State or Federal requirements or provisions, and any changed working conditions (due to weather, soils, etc.). In the event the Project work elements are not completed by Completion Date, Owner and Contractor may be required by City to execute an Addendum to the Contract, and Owner may be obligated to reimburse City for additional costs incurred by the City related to additional observation and oversight by Design Engineer, as a result of the delay in completion of the Project work elements.

d) **Short Elliott Hendrickson, Incorporated,** a Minnesota corporation, as "Observation & Oversight Engineer", has been retained by City, through a separate arrangement, to perform construction observation and oversight for the Project. Concurrent with Owner's execution of this Contract, Owner or Owner's representative shall pay to City the amount of **$33,900.00** representing Owner's financial obligation related to observation and oversight services for the Project that are to be performed by Observation & Oversight Engineer. Owner shall have no other financial obligation related to construction observation and oversight for the Project, subject to the work elements for the Project being completed by Completion Date, in the event the observation and oversight expenses for the Project, as documented by Observation and Oversight Engineer and approved by City, are less than the amount specified above and collected from Owner, City will reimburse Owner's representative who made initial payment, the net difference upon City's confirmation that all applicable expenses incurred by Observation & Oversight Engineer have been claimed, verified, and paid by City.

e) Owner shall not provide work direction or interfere with Observation & Oversight Engineer performing its duties related to the Project. In the event Owner has any concerns regarding Observation & Oversight Engineer's duties, Owner shall communicate directly with the City Engineer or his/her designee to resolve any concerns.

f) **Public Works Collected Development Charges.** Development charges for the Property are calculated as follows, based on the approved Civil Plans and terms of the Individual Site Development Agreement. Payment wil be due within 30 days of invoicing:

Sewer Availability Charge (SAC)*

$3,448.87 per developable acre x 8.79 developable acres* = **$30,315.57**

(**Lower SAC rate established in prior DA, predating Trunk Sewer Rates)

Water Availability Charge (WAC)
$3,448.87 per developable acre x 8.79 developable acres = **$30,315.57**

Financial Obligation for Street Signs
Owner shall pay for any required signage consistent with the 2025 rates and quantities identified in the approved Civil Plans

Storm Water Management Plan Area Charge (SWMPAC)
Owner shall pay the applicable SWMPAC obligation for the Property, as calculated during Civil Plan approval.

g) **Owner acknowledges that all private sanitary sewer & water service connections being constructed as part of this development are NOT part of this Contract and that separate utility connection permit(s) and inspection(s) are required from Public Works prior to commencement of installation of the private utility services**

h) Failure to do everything required by this Contract, as it pertains to the Owner's obligations set forth in this Contract, may be used as a basis for denying Owner the opportunity to perform other projects within the City.

i) Unless all public drainage & utility easements, and right-of-way have previously been dedicated for all public infrastructure for the Project, Owner shall obtain all easements, at no cost to City, prior to City's execution of this Contract.

II. **CONTRACTOR'S REPRESENTATIONS.**

a) Contractor represents it has examined and carefully studied the Contract, approved Project Plans, City Standard Design Specifications, and all other data and reference items related to the Project.

b) Contractor represents it has visited the Property, conducted a thorough and alert visual examination of the Property and the adjacent areas, has become familiar with, and is satisfied as to the general, local, and Property conditions that may affect cost, progress, and performance of its work elements included in the Project.

c) Contractor represents it is familiar with and is satisfied as to all laws and regulations that may affect cost, progress, and performance of its work elements included in the Project.

d) Contractor represents it has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Property and all drawings of physical conditions related to existing surface or subsurface structures at the Property that have been identified in the technical data in such reports and drawings; and (2) reports and drawings related to hazardous environmental conditions, if any, at or adjacent to the Property that have been identified in the technical data in such reports and drawings.

III. **CONTRACTOR SPECIFIC OBLIGATIONS.**

a) Contractor hereby covenants and agrees, to furnish all materials, all necessary tools and equipment, and to do and perform all the work and labor necessary in the construction of the Project described herein (utilizing a subcontractor or subcontractors who have been approved by City for construction of public infrastructure), 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, through a City approved subcontractor, shall perform the work elements, and based on the approved Project Plans, and specifications, and as they may be amended based on any subsequently City-approved owner contract addendum(s). City shall not unreasonably withhold, condition or delay approval of any subcontractor. **Contractor acknowledges that all private sanitary sewer & water service connections being constructed as part of this development project are NOT part of this Contract and that separate utility connection permit(s) and inspection(s) are required from Public Works prior to commencement of installation of the private utility services.**

b) Safety. Contractor agrees to take all precautions necessary to protect the public against injuries, and keep danger signals at all places and at such times as the public safety may require.

c) Completion Date. The Contractor shall complete all of its Project work elements, except for warranty items that are subject to this Contract, to the satisfaction of City, on or before by Completion Date. Upon commencing specific work elements, Contractor shall complete all public improvements within the approved Project Plans for the Project, **within 30 working days.** In the event Contractor's work elements have not been completed within this schedule, City may take action to resolve the outstanding items through whatever legal course it may deem appropriate, including but not limited to one or more of the following:

(1) City may record an affidavit of noncompliance indicating that the City will withhold the issuance of building permits until such time as the outstanding elements are completed;
(2) City may withhold future contracts with the Contractor;
(3) City may contact the bonding agents and take action against the performance bond for completion of the required elements;
(4) City may take such other legal action that it determines necessary to protect its interests.

d) Project Surety from Contractor. Contractor shall provide surety in an amount and in a form acceptable to City that accurately represents the estimated cost of the public improvements work to be performed by the Contractor.

(1) Prior to commencement of any work under this contract, Contractor shall furnish to City, performance and payment bonds executed by itself and

a surety company authorized to do business in the State of Minnesota. Each bond shall be in the total sum of at least **$285,000.00** with the performance bond for use by City, and the payment bond for the benefit of all persons furnishing labor and materials for the purpose of this contract. Said bonds shall be conditioned as required by Minnesota Statutes, Section 574.26, and shall guarantee the performance of the contract in accordance with the approved Project Plans and specification and payment of all claims for the labor and materials, respectively.

(2) **If the bonds do not state on their face that they remain in full force and effect until the expiration of Contractor's one-year maintenance period, Contractor shall also provide a maintenance bond in the same amount, and with an effective date covering Contractor's maintenance period. If the Project completion date extends past the stated Completion Date, the Contract shall be amended through a City-Owner Contract Change Order.**

(3) As a condition of performing work under this Contract, Contractor shall obtain surety from Owner in an amount and in a form it determines is adequate to guarantee Owner's payment to Contractor for all Project work elements performed by Contractor under the terms of this Contract **and may not later claim City has violated Minn. Stat. 574.26.** By execution of this Contract, Contractor agrees and shall hold City harmless from any and all claims Contractor may have for payment for work performed under this Contract. All work elements shall be performed by contractors and subcontractors licensed to perform those specific work elements.

(4) Sewer Lines. Where applicable, Contractor will install a sewer plug(s) at a location(s) designated by the City Engineer prior to connection of new sanitary sewer lines to existing City sewer lines. This/These plugs shall only be removed at the discretion of the City Engineer or his designee.

(5) Insurance. Contractor and Owner, at their own expense, shall procure and maintain for a duration not less than its maintenance and warranty period, one or more general liability insurance policies naming the City of Rochester as an additional insured, with combined bodily injury limits of at least $2,000,000/$4,000,000 and property damage limits of at least $500,000, and file such policies of insurance, or certificates of such insurance, with the City Clerk. Contractor and Owner further agree to maintain insurance on their vehicles and to maintain insurance on all vehicles in the performance of this contract with bodily injury limits of at least $2,000,000/$4,000,000 and property damage limits of at least $500,000, naming the City of Rochester as an additional insured, and to file a certificate or certificates of such automobile insurance with the City Clerk. The liability insurance policies of Contractor and Owner shall be primary to any liability insurance maintained by the City. Contractor and Owner shall also file with the City

Clerk certificate(s) indicating insurance is in effect for workers' compensation. In the event that all or a portion of the work contemplated by this Contract shall be done by Contractor through subcontractors, it shall be the responsibility of Contractor to determine and require that such subcontractors maintain automobile and worker's compensation insurance, as set forth above, and that certificates to this effect are filed with the City Clerk. Contractor shall also ensure that its subcontractors are aware of and abide by the provisions of the City Owner Contract Inspections and Approvals requirements. All policies of insurance shall be endorsed indicating that in the event of cancellation or termination of any insurance above described, City of Rochester is to receive thirty days' written notice of the insurance company or companies' intention to cancel or terminate any policy, policies, or any portion thereof. If any insurance certificate indicates the policy will expire prior to the end of the maintenance period, Contractor and Owner, shall provide new certificate(s) of insurance prior to the expiration date indicated on the original certificate(s), and in any event shall maintain insurance during such maintenance period.

(6) Failure to do everything required by this Contract may be used as a basis for denying Contractor the opportunity to construct other public improvement projects within the City of Rochester.

IV. **DESIGN ENGINEER'S SPECIFIC OBLIGATIONS.**

a) Standard of Care. In performance of its duties, Design Engineer shall maintain its ethical and legal duty of a professional to exercise the level of care, diligence, and skill prescribed in the code of practice of his or her profession, or as other professionals in the same discipline would in the same or similar circumstances.

b) Design Engineer shall maintain Errors & Omissions Insurance for all of its design, plan and specification preparation, and record drawings related to the Project. The minimum aggregate coverage shall be not less than $1,000,000.00.

c) Design Engineer shall provide record drawings for all Project related public infrastructure and critical grading elements. Said record drawings shall be provided to City in a format acceptable to the City Engineer.

d) Failure to do everything required by this Contract may be used as a basis for denying Design Engineer the opportunity to perform other engineering services for public infrastructure within the City of Rochester.

V. **CONTRACT DOCUMENTS.** The contract documents for the Project, which are made a part hereof to the same extent as if fully set forth herein, consist of this Contract, the approved Project Plans and the City of Rochester's Standards for Street and Utility Construction in effect at the time of contract execution, all of which are incorporated herein by reference. Work shall not commence on the Project until the Project Plans have been approved and these approved Project

Plans and specifications for the Project are on file with the City Engineer. An on-site meeting between Owner, Contractor, Design Engineer, Observation & Oversight Engineer, and City's representative shall be held prior to commencing work on the Project, to discuss project scope, erosion control, and general schedule.

VI. **CITY ACCEPTANCE, MAINTENANCE, OWNERSHIP.** City accepts no responsibility for the maintenance of the Project elements until such work is certified by Observation & Oversight Engineer and is subsequently accepted by City. When accepted by City, the Project elements shall become the property of City without any further acts or deeds of Owner, except that Contractor guarantees and agrees to maintain the stability of all work done and materials furnished and installed pursuant to this contract for the duration established by this Contract. City's Acceptance of the work shall be memorialized by the City Engineer's execution of a separate City Acceptance (an example Acceptance is provided for reference on the attached Exhibit B). City Engineer may accept Owner's, Design Engineer's, or Contractor's work independent of the completion of the remaining Parties' obligations.

VII. **NON-ACCEPTANCE.** Owner and / or Contractor, within 14 days after receiving notice from City or its agent, that the Project, or a portion thereof, has not been constructed in accordance with City specifications or has not been accepted, or that a warranty claim is being made, shall perform such work identified as needing completion or correction within a schedule approved by the City.

VIII. **INDEPENDENT CONTRACTOR.** It is expressly understood and agreed by all Parties that Owner, Contractor, Design Engineer, and Observation & Oversight Engineer are independent contractors and all persons employed by said Parties in the performance of any work or services required or provided for herein shall not be considered employees of City for any purpose whatsoever, including, but not limited to, worker's compensation coverage, unemployment insurance benefits, social security coverage, retirement membership or credit, and any and all such claims and any act or omission on the part of any party's employees while engaged in any work or services under this Contract shall in no way be the obligation or responsibility of City.

IX. **COMPLIANCES.** In connection with the administration and performance of the work authorized by this Contract, Owner, Contractor, Design Engineer shall comply and cause its agents and employees to comply with all federal, state and local laws, together with all ordinances and regulations applicable to this Contract and the work to be performed hereunder.

X. **CONFLICT OF INTEREST.** For the construction of these public facilities **Design Engineer** and **Observation & Oversight Engineer** may be required to provide professional services to Owner and to City under a separate Contract for Professional Services. City and Owner understand this relationship and waive any right to claim that services provided by **Design Engineer** and **Observation & Oversight Engineer,** create a conflict of interest for any purpose.

XI. **HOLD HARMLESS.** Owner agrees to defend and hold harmless City, its officials, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the negligent or otherwise tortious activities of Owner, its agents who are not Parties to this Contract, or employees under this Contract. Owner agrees to defend and pay all costs in defending these claims, including attorney's fees.

Contractor agrees to defend, indemnify and hold harmless City, its officials, officers, agents, and employees from all claims, suits, or actions of whatsoever nature resulting from or arising out of the negligent or otherwise tortious activities of Contractor or its subcontractors, agents, or employees under this Contract. Contractor agrees to defend and pay all costs in defending these claims, including attorney's fees.

Design Engineer agrees to indemnify and hold harmless City, its officials, officers, agents, and employees from all claims, suits, or actions resulting from or arising out of the negligent activities of Design Engineer or its subcontractors, agents, or employees under this Contract. Design Engineer agrees to reimburse all costs of these claims, including attorney's fee.

XII. **WAIVER**. The failure of City to enforce any provisions of this contract shall not constitute a waiver by City of that or any other provision.

XIII. **MERGER CLAUSE**. This Contract constitutes the final expression of the Parties' agreement, and the complete and exclusive statement of the terms agreed upon. This instrument supersedes all prior negotiations, understandings, agreements, and representations. There are no oral or written understandings, agreements, or representations not specified herein. Furthermore, no waiver, consent, modification, or change of terms of this Contract shall bind either party unless in writing and signed by the Parties. Such waiver, consent, modification, or change shall be effective only in the specific instance and for the specific purpose given.

XIV. **CONCURRENCE**. By executing this Contract, Owner, Contractor, and Design Engineer acknowledge that he/she: (a) enters into and executes this Contract knowingly, voluntarily and willingly of their own volition with such consultation with legal counsel as they deem appropriate; (b) have had a sufficient amount of time to consider this Contract's terms and conditions, and to consult an attorney before signing this Contract; (c) have read and understands all of its terms, appreciates the significance of those terms and has made the decision to accept them as stated herein; and (d) have not relied upon any representation or statement not set forth herein. All Parties wish to avoid any development or administrative delays associated with a legal challenge to any of the terms of this Contract. Notwithstanding any provision in this Contract to the contrary, this clause will survive the termination or expiration of this Contract.

XV. **SUBSTITUTION.** Owner shall not substitute Contractor identified herein without the prior written consent of the City Engineer and formal Contract amendment signed by all Parties. Contractor acknowledges that it is bound by the terms of this Contract and is obligated to perform the required work in a professional and workmanlike manner through the use of its own staff and/or sub-consultants.

XVI. **EXECUTION IN COUNTERPARTS**. This Contract may be executed in any number of counterparts by the different Parties hereto on separate signature pages, and all such counterparts taken together shall be deemed to constitute one and the same Instrument.

XVII. **GOVERNING LAW.** The formation, interpretation, and performance of this Contract will be governed by, and construed in accordance with the laws of the State of Minnesota, regardless of any conflict of law provisions that would require application of the laws of any other jurisdiction.

XVIII. **JURISDICTION AND VENUE**. The appropriate venue and jurisdiction for any litigation in state court hereunder shall be heard in District Court in Olmsted County, Minnesota. The appropriate venue and jurisdiction for any litigation in federal court involving the Parties and this Contract will be in the appropriate federal court in the State of Minnesota.

XIX. **COMMENCEMENT OF WORK.** Work under this contract shall not commence until such time all public Water Main Utility Easements have been dedicated to City, the Contract documents are fully executed, the Project Plans are approved, and Contractor has received a written Notice to Proceed from City.

XX. **CONSTRUCTION CONTRACT.** Owner and Contractor agree that the Project is part of the Work to be completed pursuant to the Construction Contract. Contractor and Owner agree that the terms of the Construction Contract shall apply to the Project to be completed pursuant to this Contract.

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

IN WITNESS WHEREOF, the City and Parties have caused this Contract to be duly executed.

City of Rochester,
a Minnesota municipal corporation

By: Kim Norton
Kim Norton, Mayor

Date: November 24, 2025

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

Date: November 24, 2025

OWNER:

Cityview Flats, LLC,
a Minnesota limited liability company

By: _____

Its: Managing Member

STATE OF MINNESOTA)
) SS
COUNTY OF Ramsey)

The foregoing instrument was acknowledged before me this 22 day of October, 2025, by Marshall Jackson, the Managing Member of **Cityview Flats, 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

JEFFREY D MCGUIRE
Notary Public
Minnesota
My Commission Expires
Jan 31, 2028

ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY AUTHORIZATION SIGNATURE

STATE OF Minnesota

COUNTY OF Ramsey

On this 22nd day of October, 2025, before me appeared Marshall B. Jackson (Name of Officer), to me personally known, who being by me duly sworn, did say that they are the Managing Member (Title), of City View Flats, LLC (Name of Company), 1905 Stevens Ave S, Mpls MN 55403 (Address), _____ (City & State), _____ (Zip Code), a limited liability company, who has indicated that they are authorized under the articles of organization or operating agreement to execute the attached instrument for and on behalf of the limited liability company, and that they hereby execute said instrument for and on behalf of the limited liability company.

Notary Public

County: Ramsey

My Commission Expires: 01/31/2028

JEFFREY D MCGUIRE
Notary Public
Minnesota
My Commission Expires
Jan 31, 2028

CONTRACTOR:

Queen City Construction, Inc.,
a Minnesota corporation

By _____

Its President

STATE OF MINNESOTA)
)SS
COUNTY OF _____)

The foregoing instrument was acknowledged before me this 24th day of October, 2025, by Aaron Krueger, the President, of **Queen City Construction, Inc.**, a Minnesota corporation, known by me to be the person who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed and on behalf of the corporation.

Miranda Muller
Notary Public
Minnesota
My Commission Expires 01/31/2028

_____
Notary Public

County: Wabasha

My Commission Expires: 1/31/2028

AKNOWLEDGEMENT OF CORPORATION AUTHORIZATION SIGNATURE FOR CONTRACTOR

STATE OF MINNESOTA

COUNTY OF OLMSTED

On this 24th day of October, 2025, before me appeared Aaron Krueger, to me personally known, who being
(Name of Officer)

by me duly sworn, did say that they are the President of Queen City Construction 445 W Broadway Ste3,
(Name of Corporation) (Address)

Plainview MN, 55964, 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 Aaron Krueger acknowledged execution
(Name of Officer)

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

Miranda Muller
Notary Public
Minnesota
My Commission Expires 01/31/2028

Notary Public

County: Wabasha

My Commission Expires: 1/31/2028

DESIGN ENGINEER:

Civil Site Group, Inc.,
a Minnesota corporation

By _____

Its Vice President

STATE OF MINNESOTA)
) SS
COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this 22nd day of October 2025, by Matt Pavek, the Vice President, of **Civil Site Group, Inc.,** a Minnesota corporation, and who is personally known by me to be the person who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed and on behalf of the corporation.

Michael S Rawlings
Notary Public
Minnesota
My Commission Expires January 31, 2028

_____
Notary Public

ACKNOWLEDGEMENT OF CORPORATION AUTHORIZATION SIGNATURE FOR DESIGN ENGINEER

STATE OF Minnesota

COUNTY OF Hennepin

On this 28th day of October, 2025, before me

appeared Matt Pavek, to me personally known, who being
(Name of Officer)

by me duly sworn, did say that they are the Vice President of

Civil Site Group, PC, 5000 Glenwood Avenue, Golden Valley,
(Name of Corporation) (Address)

Minnesota, 55422, a corporation; and that (City &
State) (Zip Code)

said instrument was executed on behalf of said corporation by authority of its Board

of Directors; and that said Matt Pavek acknowledged execution
(Name of Officer)

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

Notary Public

County: Hennepin

My Commission Expires: January 31, 2028

Michael S Rawlings
Notary Public
Minnesota
My Commission Expires January 31, 2028

EXHIBIT A
Reference drawing of Construction Plan Sheet for J5643

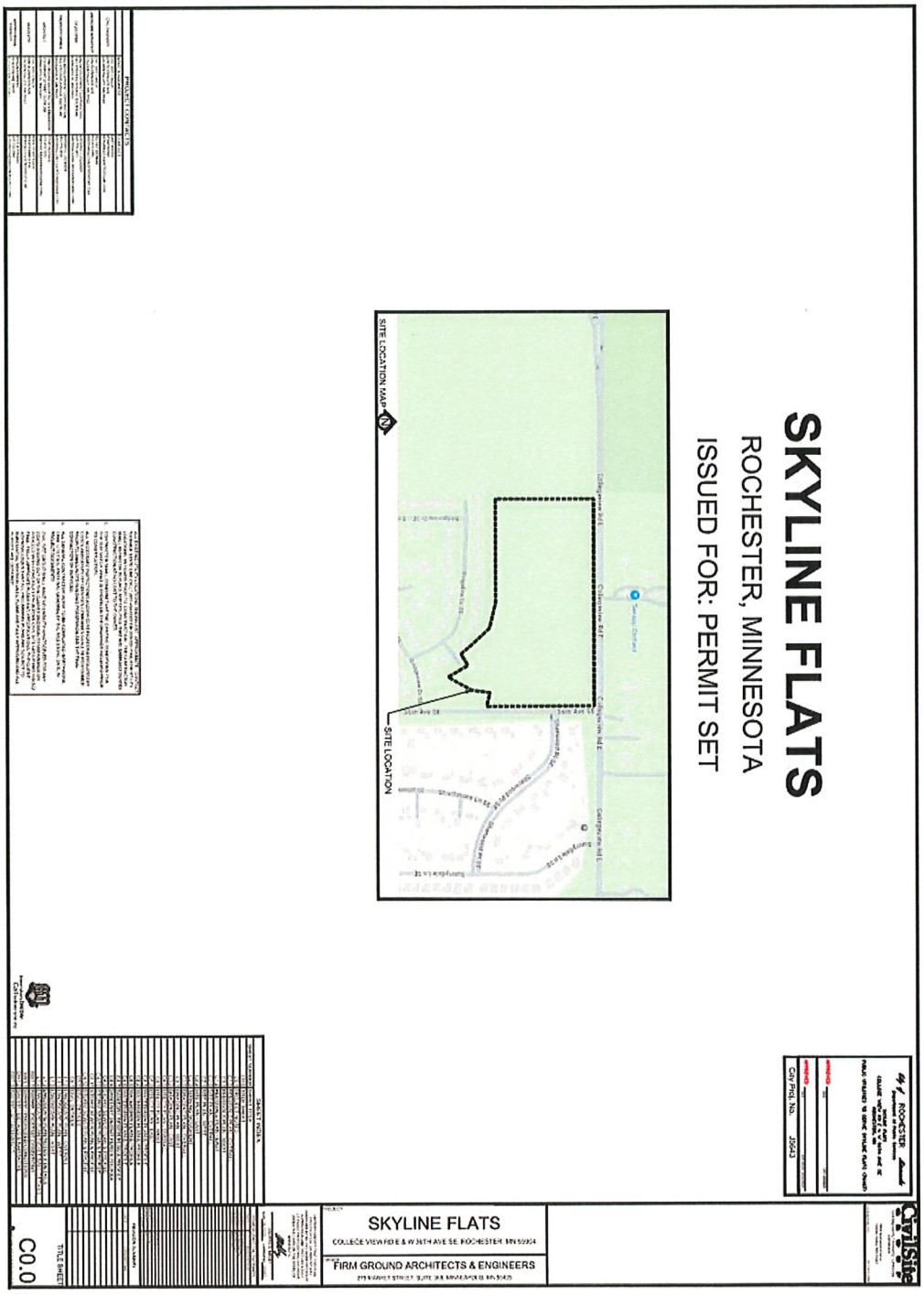


EXHIBIT B
Blank Example of Observation & Oversight Engineer's Certification of Acceptance

Department of Public Works
City of Rochester, Minnesota
Observation and Oversight 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 Observation and Oversight (O&O) provider upon completion of project

The undersigned provided Observation and Oversight to 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: _____
Observation and Oversight Provider

Firm Name: _____

PART 2 For Action by Department of Public Works

Based on the Observation and Oversight Provider'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 Assistant City Engineer 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: _____
Assistant City Engineer

Signature: _____ Date: _____
City Engineer

Copies to: City Clerk (Original)
Contractor
City Engineer, Developer / Owner, City Street Superintendent
Consulting Engineer, FHA – If requested by Owner

Ver. 02.25.2020

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: Skyline Flats Utility Extension
Project Number: J-5643
Accounting Information:

This Contract is between the City of Rochester, MN(City) and Short Elliott Hendrickson, Inc. a Minnesota ("ENGINEER");

Name: Short Elliott Hendrickson, Inc.
Street: 3428 Lakeridge Pl NW STE 100
City: Rochester, MN 55901
Email: ssamuelson@sehinc.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: November 7, 2025 Expiration Date: December 31, 2026

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

(Signature Page Follows)

ENGINEER

By: _____ Date: 9/25/2025

Title: Principal

This instrument was acknowledged before me this 25th day of September, 2025

by Scott Samuelson the Principal of Short Elliott Hendrickson Inc.

a MN Corporation who is authorized and who signs on behalf of the Company

CHRISTINA ANN MCLAUGHLIN
Notary Public-Minnesota
My Commission Expires Jan 31, 2026

[Notary Seal]

Notary Public

CITY OF ROCHESTER

By: _____ Date: November 24, 2025

Kim Norton, Mayor

Attest: _____ Date: November 24, 2025

~~Kelly K. Geistler, City Clerk~~

Ann Kasel, City Clerk

Approved as to Form & Execution:

_____ Date: November 24, 2025

Michael Spindler-Krage, City Attorney

4001 West River Parkway NW, STE 100, Rochester, MN 55901-7090 Phone: 507-328-2400 Fax: 507-328-2401 www.rochestermn.gov

ACKNOWLEDGEMENT OF CORPORATION

AUTHORIZATION SIGNATURE

STATE OF Minnesota

COUNTY OF Olmsted

On this 25th day of September, 2025, before me appeared Scott Samuelson, to me personally known, who being
(Name of Officer)

by me duly sworn, did say that he/she is the Principal of Scott Elliott Hendrickson Inc. 3428 Lakeridge Place NW, Suite 100
(Name of Corporation) (Address)

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

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

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

Notary Public

County: Olmsted

My Commission Expires: Jan. 31, 2026

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:	November 7, 2025
Expiration Date:	December 31, 2026

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: $ 33,900.00

ARTICLE 4 **ENGINEER'S PERSONNEL**

ENGINEER Key Personnel:

Name: Scott Samuelson Title: Principal
Address: 717 Third Avenue SE, Rocheste Phone: (507) 259-3146
Email: ssamuelson@sehinc.com Responsibility: Principal in Charge

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.

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.

Building a Better World for All of Us®

October 22, 2025

RE: City of Rochester
Public Improvements –
Skyline Flats Utility Extension
(City Project No. J-5643)

Kyle Mittlieder
Engineering Technician
Department of Public Works
4001 West River Pkwy NW, Suite 100
Rochester, MN 55901

Dear Mr. Mittlieder:

Scope:
SEH proposes to provide a project engineer, a mentor, and one or more resident personnel for the project, as needed. This is provided to meet the City of Rochester Engineering Standards, Section 1012, Construction Supervision, during construction phases within public right-of-way or on public easements for the use of the general public. By executing CONTRACT FOR PROFESSIONAL TECHNICAL SERVICES, of the City-Owner Contract, SEH accepts its obligations as Consulting Engineer for this project and is required by the City of Rochester to perform the following:

- Part-time Observation of Site Clearing / Grubbing / Removals
- Part-time Observation of General Site Grading & Excavation
- Full-time Observation of Underground Utility Work
- Full-time Observation of Trench Compaction to 2 feet over pipe
- Part-time Observation of Trench Compaction 2 feet over pipe to surface
- Full-time Observation of Street subgrade preparation / compaction
- Part-time Observation of Aggregate Base placement
- Full-time Observation of Aggregate Base compaction / proof roll test
- Part-time Observation of Curb & Gutter preparation
- Full-time Observation of Curb / Gutter string line check / verification
- Full-time Observation of Curb / Gutter pouring
- Full-time Observation of Bituminous non-wear
- Full-time Observation of Bituminous non-wear prior to wear
- Full-time Observation of Bituminous Wear Placement
- Full-time Observation of all required stage testing of piping, subgrade, base and paving
- Part-time Observation of Site Erosion and Sediment Control (ESC) – Site Management
- Full-time Observation of Stormwater Facilities – Public Ponds and Stormwater Conveyances
- As Required Project Administration – PreCon, Record Drawings, and Project Management
- As Required Observation of Warranty Inspections
- As Required Observation of other activities as directed by Engineer or City

Part-time and Full-time construction observation is being requested for this project. SEH will attempt to ensure that the construction performed is in compliance with the plans and specifications during those time periods where our firm is being reimbursed for having a project representative on site. For periods where our firm does not have a representative on site, either due to the part-time nature of the construction observation being requested or by not being made aware that the construction activities are occurring by the contractor and/or client, SEH accepts no liability for errors made during past or current construction activities completed under that condition.

For material testing services, we will subcontract with American Engineering & Testing to provide personnel for materials testing for the project and provide us with the materials test reports. All materials testing shall be performed according to the City of Rochester's Schedule of Materials Control during the construction phase. It will be American Engineering & Testing's responsibilities to provide the correct number of required tests.

Schedule:
We have staff available to start construction observations immediately. Please see the attached spreadsheet for what we have assumed for the SEH work effort related to the public improvement portions of the project. We have calculated a total of 23 working days taking into account, site restoration, erosion site management, warranty inspections and cleanup.

Planned start date is November 7, 2025 and completion date will be by December 31, 2026.

Fee:
The fee for this work is on an hourly basis and is estimated to be **$33,900.00,** including expenses and equipment. Please see the attached spreadsheet for the assumptions we have made in regard to the estimated fee.

- Resident Project Representative Services (Construction Observation) $31,780.00
- Construction Materials Testing Services $2,120.00

Project Team:
The key members of our Project Team that we anticipate being involved with the construction services on this project are as follows:

Lead Project Observer – Holly Larson
Mentor – N/A
Engineer of Record – N/A
SEH Project Manager – Jeremy Hofmeister

Other Potential Services:

Other services that are NOT included in the scope and fee, but may be required for this project and provided by SEH are:

- Construction Surveying / Staking
- Special Inspections (structural)
- Post-Construction "ALTA" Survey (following completion of the project)

If additional services are required, further fees will be necessary and your written approval will be obtained prior to proceeding.

Sincerely,

SHORT ELLIOTT HENDRICKSON INC.



Scott Samuelson
Principal

Project Name : Skyline Flats

Description : Utility Extension

Item / Cell / Estimated Quantity to be filled in
Item / Cell / Estimated Quantity filled in
Calculated Value

Contractor Work day is Est. at ? Hours per day	8

	Activity	Level of Inspection	Approx % of Time	Estimated Contractor Working Days for Public Imp.	Estimated Observation Hours by Lead RPR	Estimated Quantity	
	Site Clearing and Grubbing / Removals	Part Time	25%	**0.0**	**0.0**		
	General Site Grading and Excavation	Part Time	25%	**0.0**	**0.0**		
	Underground Utility Work	Full Time	100%	**17.5**	**140.0**		
	Water Main Install		*100%*	*7.0*	*56.0*	1950	
	Hydryant Installs		*100%*	*1.0*	*8.0*	4	
	Valves, Bends, Tee Installs		*100%*	*7.5*	*60.0*	46	
	Sanitary Sewer Pipe Install		*100%*	*0.5*	*4.0*	55	
	Sanitary Sewer Structures Install		*100%*	*0.0*	*0.0*	0	
	Sanitary Sewer Misc. (Riser, Adjust, Connect) Installs		*100%*	*0.0*	*0.0*	1	
	Storm Sewer Pipe Install		*100%*	*0.5*	*4.0*	130	
	Storm Sewer Subdrain Pipe Install		*100%*	*0.0*	*0.0*	0	
	Storm Sewer Structures Install		*100%*	*1.0*	*8.0*	3	
	Stormwater Pond Outlet Structures		*100%*	*0.0*	*0.0*	0	
	Trench Compaction from 0 - 2' over pipe	Full Time	100%	**2.0**	**16.0**	2135	
	Trench Compaction from 2' over Pipe to Surface	Part Time	50%	**2.0**	**8.0**	2135	
	Street Subgrade Preparation / Compaction	Full Time	100%	**0.0**	**0.0**	40	
	Aggregate Base Placement	Part Time	50%	**0.0**	**0.0**	40	
	Aggregate Base Compaction / Proof Roll Test	Full Time	100%	**0.0**	**0.0**		
	Curb & Gutter Preparation	Part Time	50%	**0.0**	**0.0**	145	
	Curb & Gutter String Line Check /Verification	Full Time	100%	**0.0**	**0.0**	145	
	Curb & Gutter Concrete Pour	Part Time	100%	**0.5**	**4.0**	145	
	Bituminous Non-Wear	Part Time	100%	**0.5**	**4.0**	40	
	Bituminous Non-Wear Review	Full Time	100%	**0.0**	**0.0**		
	Bituminous Wear Placement	Full Time	100%	**0.0**	**0.0**	40	
	Concrete Street Placement	Full Time	100%	**0.0**	**0.0**	0	
	Utility Services	Full Time	100%	**0.0**	**0.0**	0	
	Other Activities As Directed	Full Time	100%	**0.5**	**4.0**	2	
	Subtotal for Field Observation :			**23.0**	**176.0**		
	Other Activities						
	Pre Construction Meeting - Lead Observer				**2.0**		
	Pre Construction Meeting -Engineer of Record				**2.0**		
	Site Erosion & Sediment Control (ECS) - Site Mngt				**4.0**		
	Engineering Finals - Lead Observer				**4.0**		
	Engineering Finals - Engineer of Record				**2.0**		
	Engineering As-Built Drawings - Tech				**4.0**		
	Engineering As-Built Drawings - Engineer of Record				**2.0**		
	Construction / Design Coord. - Engineer of Record				**4.0**		
	Project Observation Mentor				**0.0**		
	Project Set-up in One Office				**2.0**		
	Waranty Inspections				**2.0**		
	Project Management				**11.0**		
				Total Hours :	**215.0**		

Fee Estimate

Project Role / Service	Rate	Hours	Total		
Lead Project Observer	$ 135.00	188.0	$ 25,380.00		
Observation Mentor (Min. 20% of Lead Observer)	$ 135.00	0.0	$ -		
Lead Technician	$ 135.00	6.0	$ 810.00		
Engineer of Record	$ 225.00	10.0	$ 2,250.00	Overlap in WD	
Project Management	$ 225.00	11.0	$ 2,475.00	Adjustment %	Adjusted Fee
Labor Subtotals :		**215.0**	**$ 30,915.00**	0%	**$ 31,000.00**
				Reimburseables :	**$ 780.00**
				Testing :	**$ 2,120.00**
				Total Estimated Fee :	**$ 33,900.00**

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.)

Short-Elliott-Hendrickson, Incorporated

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) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.
3535 Vadnais Center Drive

Requester's name and address (optional)

6 City, state, and ZIP code
St Paul MN 55110

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	2	5	1	2	0	8

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here | **Signature of U.S. person** [signature] | **Date** July 2, 2024

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

CERTIFICATE OF LIABILITY INSURANCE

12/1/2025

DATE (MM/DD/YYYY) 3/13/2025

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 Lockton Companies, LLC 444 W. 47th St., Ste. 900 Kansas City MO 64112-1906 (816) 960-9000 kcasu@lockton.com	CONTACT NAME: PHONE (A/C, No, Ext): FAX (A/C, No): E-MAIL ADDRESS:
INSURED 1467605 SHORT-ELLIOTT-HENDRICKSON, INCORPORATED 3535 VADNAIS CENTER DRIVE ST. PAUL MN 55110-3507	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : The Continental Insurance Company — 35289 INSURER B : National Fire Insurance Co of Hartford — 20478 INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER:** 21507216 **REVISION NUMBER:** XXXXXXX

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	N	6079420587	10/1/2024	12/1/2025	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 500,000 $ 15,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY HIRED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY	Y	N	6079420699	10/1/2024	12/1/2025	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ XXXXXXX $ XXXXXXX $ XXXXXXX $ XXXXXXX
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $	N	N	6079420590	10/1/2024	12/1/2025	EACH OCCURRENCE AGGREGATE	$ 10,000,000 $ 10,000,000 $ XXXXXXX
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y/N: N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	N	6079421254	12/1/2024	12/1/2025	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

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

RE: SEH NO. 172278 / NORTHBRIDGE CHURCH UTILITY EXTENSION. CITY OF ROCHESTER IS ADDITIONAL INSURED ON A PRIMARY AND NON-CONTRIBUTORY BASIS ON GENERAL AND AUTO LIABILITY, AS REQUIRED BY WRITTEN CONTRACT AND SUBJECT TO THE TERMS AND CONDITIONS OF THE POLICY. FOR CANCELLATION FOR ANY REASON OTHER THAN NONPAYMENT OF PREMIUM, THE INSURER(S) WILL SEND 30 DAYS NOTICE OF CANCELLATION TO THE CERTIFICATE HOLDER.

CERTIFICATE HOLDER

21507216
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: Joseph M Agnello

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 03/13/2025

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
H. Robert Anderson and Associates, Inc.
8201 Norman Center Drive
Suite 220
Bloomington MN 55437

CONTACT NAME: Jeanne Danmeier
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
Short-Elliott-Hendrickson, Incorporated
3535 Vadnais Center Drive
St. Paul MN 55110

COVERAGES **CERTIFICATE NUMBER:** 2024-2025 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? ☐ N/A (Mandatory In NH)						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			DPR5037093	12/01/2024	12/01/2025	Each Claim/ Each Policy Year Aggregate	$5,000,000 $10,000,000

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

Re: SEH No. 172278/ Northbridge Church Utility Extension

If required by written executed contract with the Named Insured, notice of cancellation applies as per the policy endorsement and/or as per all policy terms, conditions and language.

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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This endorsement, effective 12:01 a.m., 12/01/2024 forms a part of

Policy No. DPR5037093

Issued to Short-Elliot-Hendrickson, Inc.

by XL Specialty Insurance Company.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

NOTICE OF POLICY CANCELLATION – BLANKET NOTICE TO DESIGNATED ENTITIES

This endorsement modifies insurance provided under the following:

PROFESSIONAL, ENVIRONMENTAL AND NETWORK SECURITY LIABILITY POLICY – ARCHITECTS, CONSULTANTS AND ENGINEERS

Section XI. OTHER CONDITIONS, Paragraph **A. Cancellation** is amended by the addition of the following:

In the event that the Company cancels or non-renews this Policy during the POLICY PERIOD, the Company agrees to provide thirty (30) days' prior written notice of cancellation or non-renewal of this Policy to any entity with whom the NAMED INSURED agreed in a written contract or agreement would be provided with notice of cancellation or non-renewal of this Policy, provided that:

1. The Company receives, at least thirty (30) days prior to the date of cancellation or non-renewal, a written request from the NAMED INSURED to provide notice of cancellation to entities designated by the NAMED INSURED to receive such notice; and

2. The written request includes the name, address and email of each person or entity designated by the NAMED INSURED to receive such notice. The Company will assume that the list provided to the company by the NAMED INSURED is a complete and accurate list.

This endorsement does not apply to non-renewal of the Policy at the end of the POLICY PERIOD or cancellation of the Policy for non-payment of premium to a premium finance company authorized to cancel the Policy. Furthermore, nothing contained in this endorsement shall be construed to provide any rights under the Policy to the entities receiving notice of cancellation pursuant to this endorsement, nor shall this endorsement amend or alter the effective date of cancellation stated in the cancellation notice issued to the NAMED INSURED.

All other terms and conditions of the Policy remain unchanged.

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F.20

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Revocable Permit and Agreement with Mayo Clinic - Pedestrian Tunnel in Center St W Right-of-Way

MEETING DATE:
March 16, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:
Authorizing a revocable permit and agreement with Mayo Clinic for placement of a pedestrian tunnel within the Center St W right-of-way.

Report Narrative:
Mayo Clinic is the Owner of the property described as Lot 1, Block 1, Mayo Unbound First Subdivision, Olmsted County, Minnesota. The Owner has requested permission to place a pedestrian tunnel within the Center St W right-of-way adjacent to Owner's property. The pedestrian tunnel will connect the proposed new Ro50 Clinical Building (Waterman Building) to an existing pedestrian tunnel in the Center St W right-of-way.

The Owner will install and maintain the pedestrian tunnel at its own expense, as well as repair any damage to public facilities. Public Works has reviewed the request and recommends in favor of the revocable permit and agreement ("the agreement"). The agreement includes language for revocation and liability protection for the City. The agreement has been provided to the Owner for its execution prior to execution and recording by the City.

Priorities & Foundational Principles:
Economic Vibrancy & Growth Management
Public Safety

Policy Considerations & DEI Impact:
The permit and agreement with Mayo Clinic are requirements per the Rochester City Code of Ordinances (RCO), Sec. 9-2-5. The City strives to keep its public rights-of-way in a state of good repair and free from unnecessary encumbrances in order to provide for and protect the health, safety, and welfare of its citizens, and to ensure the integrity of its streets and the appropriate use of the public right-of-way.

Chapter 9-2 of the RCO, Public Right-of-Way Management, imposes reasonable regulation on the placement and maintenance of facilities and equipment currently within the City's rights-of-way. This chapter is intended to complement the regulatory roles of state and federal agencies. Under this chapter, persons using, excavating, and obstructing the rights-of-way will bear financial responsibility for their work and will be required to maintain, support, protect, or move their facilities.

Prior Legislative Actions & Community Engagement:

This agreement is a stand-alone item. There are no prior actions or community engagement to report at this time.

Fiscal & Resource Impact:
Public Works collects a document preparation and recording fee of $292 for the preparation and recording of the subject Revocable Permit and Agreement.

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

Prepared By:
Jamie Miller

Attachments:
Revocable Permit & Agreement - Mayo Clinic Ped Tunnel in Center St W ROW

REVOCABLE PERMIT AND AGREEMENT

THIS REVOCABLE PERMIT AND AGREEMENT (hereinafter “Permit” or “Agreement,” depending on the context used), made this _____ day of _____, 2026, between the **City of Rochester**, a Minnesota municipal corporation, hereinafter referred to as "City", **and Mayo Clinic**, a Minnesota non-profit corporation, hereinafter referred to as "Mayo."

RECITALS:

A. Mayo owns certain real property in the City of Rochester, Olmsted County, Minnesota, described as (hereinafter known as the “Property”):

> Lot 1, Block 1, MAYO UNBOUND FIRST SUBDIVISION, Olmsted County, Minnesota,
>
> the Torrens portion of such property being described as:
>
> Beginning at the southeast corner of Lot 1, Block 25, ORIGINAL PLAT OF ROCHESTER, according to the recorded plat thereof; thence South 89 degrees 44 minutes 26 seconds West, assumed bearing, along the south line of said Block 25 and its westerly extension thereof, 336.43 feet to the centerline of Third Avenue SW (formerly Prospect Street); thence North 00 degrees 17 minutes 37 seconds West, along said centerline, 603.76 feet to the southerly right of way line of Center Street W (formerly Fifth Street); thence North 89 degrees 42 minutes 57 seconds East, along said right of way line, 37.50 feet to the northwest corner of Lot 7, Block 30, in said ORIGINAL PLAT OF ROCHESTER; thence North 89 degrees 46 minutes 03 second East, along the north line of said Block 30 and its easterly extension thereof, 323.84 feet to the east line of the West 25.00 feet of Second Avenue SW (formerly Franklin Street); thence South 00 degrees 18 minutes 07 seconds East, along said east line, 339.14 feet to the easterly extension of the northerly line of said Block 25; thence South 89 degrees 44 minutes 36 seconds West, along said easterly extension, 25.00 feet to the northeast corner of Lot 12, said Block 25; thence South 00 degrees 18 minutes 07 seconds East, along the east line of said Block 25, a distance of 264.48 feet to the point of beginning.

B. Mayo has applied to the City for a revocable permit to allow a subway level pedestrian tunnel (hereinafter referred to as “Private Improvements”) to be constructed within the public right of way of Center Street West (hereinafter referred to as “Right of Way”) to connect Mayo’s Ro50 Clinical (Waterman) Building proposed to be constructed on the Property and the existing pedestrian tunnel in the Right of Way; and,

C. The City is willing to grant this Permit upon the terms and conditions contained herein, which terms and conditions apply to Mayo, its successors and assign.

NOW, THEREFORE, IT IS MUTUALLY AGREED by the City and Mayo as follows:

1. The City consents to placement of the Private Improvements in the Right of Way in a manner consistent with details of the City approved Civil Construction plans associated with Grading Permit R25-0069GF, as depicted for general location reference within **EXHIBIT A** of this Agreement.
2. Mayo shall perform all work and bear all costs associated with the installation, maintenance, and repair of said Private Improvements located within the Right of Way other than costs caused by the gross negligence or willful misconduct of the City.
3. Mayo shall also ensure that the use of said Private Improvements shall be in accordance with all applicable City codes and other provisions of law and proper maintenance of the Private Improvements occurs to minimize the impact on the public's infrastructure.
4. Mayo shall hold the City harmless and defend the City for any and all losses, expenses, actions, claims, demands, suits, judgements, awards, damages, liabilities, costs, and reasonable attorneys' fees resulting from Mayo's use of the Right of Way under the grant of authority contained herein or from the City's decision to revoke this Permit.
5. This Permit is for the specific Private Improvements included and shown herein. No additional encroachments are authorized by this Agreement to be installed within said Right of Way.
6. Any additions and/or alterations/modifications, other than for maintenance purposes, shall be approved by the City prior to commencement of work activity.
7. Mayo agrees to execute the Release and Hold Harmless Agreement attached hereto as **EXHIBIT B**.
8. This Permit is not intended to be for any specific period of time. This Permit shall remain in full force and effect for so long as Mayo follows City Engineer's reasonable requests. This Agreement shall not be terminated unless the City provides Mayo a twelve (12) month prior written notice and after a reasonable opportunity is provided to Mayo to respond to City Engineer's reasonable requests. Upon such termination and removal of the Private Improvements, if Mayo so elects, the City shall record such document to reflect the Permit revocation. Should Mayo elect, in its sole discretion, to abandon any buried or underground Private Improvements, the City may proceed to remove all or a part thereof without liability for damages to Mayo. Mayo shall reimburse the City for any reasonable and actual costs the City incurs in removing the encroachments. Mayo shall not receive any prescriptive rights by this grant, nor shall it seek or be entitled to any relocation costs or other damages from the City for removal of the encroachments.

9. The City shall use reasonable efforts, as reasonably determined by City Engineer, to not interfere with or damage the Private Improvements and its improvements or interfere with the maintenance, operation or removal of the Private Improvements equipment.

10. By executing this Agreement, Mayo acknowledges that it: (a) has entered into and executed this Agreement knowingly, voluntarily, and willingly of its own volition with such consultation with legal counsel as it deems appropriate; (b) has had a sufficient amount of time to consider this Agreement's terms and conditions, and to consult an attorney before signing this Agreement; (c) has read this Agreement, understands all of its terms, appreciates the significance of those terms and has made the decision to accept them as stated herein; and (d) has not relied upon any representation or statement not set forth herein. Both parties wish to avoid any development or administrative delays associated with a legal challenge to any of the terms of this Agreement. Notwithstanding any provision in this Agreement to the contrary, this clause will survive the termination or expiration of this Agreement.

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

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

13. The obligations set forth in this Permit shall run with the land and shall apply to Mayo, its successors, or assigns.

14. Nothing in this Agreement shall be deemed to be a gift or dedication to the general public or for any public purpose whatsoever.

15. Every notice required or otherwise given under this Agreement shall be in writing and shall be deemed to have been given and delivered three (3) business days after deposit when mailed by certified or registered United States mail, return receipt requested or one (1) business day when sent by overnight nationally recognized courier for overnight delivery, to each party:

TO MAYO:

Mayo Clinic
Attn: Mayo Clinic Legal Department
200 First Street SW
Rochester, MN 55905

TO CITY:

City of Rochester
Attn: City Engineer and City Attorney's Office
4001 West River Parkway NW, Suite 100
Rochester, MN 55901

Mayo Clinic
Attn: Chair, Department of Facilities and Support Services
200 First Street SW
Rochester, MN 55905

Either party may change the person(s) to or place where notices are given under this Agreement upon seven (7) days' written notice to the other party. If a party's address is not known to the party desiring to send a notice, the address to which property tax bills for the property owned by such party are sent may be used. Any party may change its address for notice by written notice to all other parties.

16. Mayo has paid to the City $292.00 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: _____

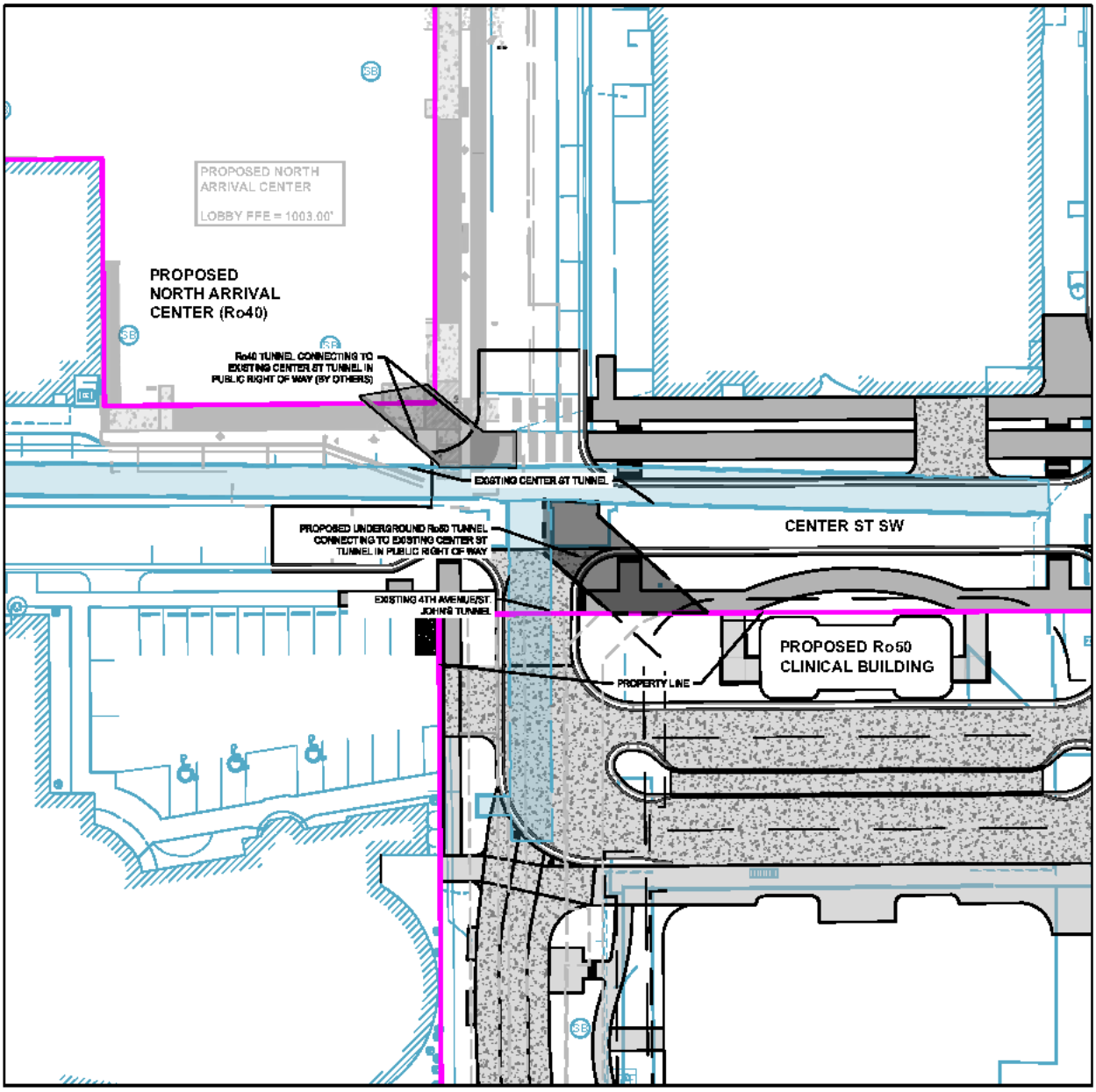
STATE OF MINNESOTA)
) SS
COUNTY OF OLMSTED)

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



PROPOSED REVOCABLE PERMIT:
UNDERGROUND PEDESTRIAN TUNNEL THAT CONNECTS Ro50 CLINICAL BUILDING TO EXISTING CENTER ST TUNNEL BY CROSSING CENTER ST SW.

LEGAL DESCRIPTION:
LOT 1, BLOCK 1, MAYO UNBOUND FIRST SUBDIVISION, OLMSTED COUNTY, MINNESOTA

wsb

WSB PROJECT NO.:
020711-000
03-04-2026

REVOCABLE PERMIT EXHIBIT FOR
MAYO CLINIC
BFUiR - Ro50 CLINICAL BUILDING

ROCHESTER, MINNESOTA

EXHIBIT B

N

0 50' 100'
H:
SCALE IN FEET

EXHIBIT B

RELEASE AND HOLD HARMLESS

Mayo agrees to hold the City of Rochester ("City") harmless, release and to defend the City for any and all damages, or from any and all claims or causes of action made by any party, including any takings claims, in any action resulting from the granting of this Permit or the placement of the Private Improvements within public right of way or easement during the term of the Permit, from Mayo's use of the City's Right of Way under the grant of authority contained herein or resulting from the City's decision to revoke the Permit, excluding any such damages, claims or demands caused by the City or some third-party that is not hired or controlled by Mayo and/or attributable to the negligence, omission or the willful misconduct of the City, its employees, officials or agents.

Mayo Clinic,
a Minnesota non-profit corporation

By: _____

Its: _____

STATE OF MINNESOTA)
) SS
COUNTY OF OLMSTED)

On this ___ day of _____, 2026, before me, a notary public within and for said county, personally appeared _____**,** the _____ of **Mayo Clinic**, a Minnesota non-profit corporation, personally known to me to be the person described in the foregoing instrument and acknowledged that he/she executed the same as his/her free will and on behalf of the non-profit corporation.

_____
NOTARY PUBLIC

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Revocable Permit and Agreement with Metropolitan Market Place LLC

MEETING DATE:
March 16, 2026

ORIGINATING DEPT:
City Administration

AGENDA SECTION:
Consent Agenda

PRESENTER:
Steve Sampson Brown

Action Requested:

Authorizing a revocable permit and agreement with Metropolitan Market Place LLC to place a sculpture and its components within the 1st Avenue SW public right of way.

Report Narrative:

Metropolitan Market Place is the Owner of the property described as Lot 4, Block 1, Original Plat of the City of Rochester, Olmsted County Minnesota; and the north 44 feet of Lot 3, Block 1, Original Plat of the City of Rochester, Olmsted County, Minnesota; and Lots 1 and 2, and the south one-third of Lot 3, Block 1, Original Plat of the City of Rochester, Olmsted County, Minnesota. The Owner operates a multi-use building on the Property, and adjacent to the building is a sculpture and lighting (hereinafter "Private Improvements") that will be impacted by the city's 6th Street Bridge, Road Safety and Riverfront Improvements Project during the reconstruction of 6th Street SW adjacent to the Property. After the reconstruction, the Owner will not have space on private property to return the Private Improvements to the original location or another location on private property. The Owner has requested permission to place the Private Improvements within the 1st Avenue SW public right of way adjacent to the private property.

The Owner will relocate the art and lighting to be reinstalled at a later date. All costs associated with future maintenance and improvements shall be the obligation of the owner. The Public Works Department has reviewed this request and recommends approval of the revocable permit and agreement ("the agreement"). The agreement includes language for revocation and liability protection for the City and has been executed by the Owner.

Priorities & Foundational Principles:

Economic Resilience
Public Safety

Policy Considerations & DEI Impact:

The permit and agreement with Metropolitan Market Place are a requirement per the Rochester City Code of Ordinances (RCO), Sec. 9-2-5. The City strives to keep its public rights-of-way in a state of good repair and free from unnecessary encumbrances in order to provide for and protect the health, safety, and welfare of its citizens, and to ensure the integrity of its streets and the appropriate use of the public right-of-way. Chapter 9-2 of the RCO, Public Right-of-Way Management, imposes reasonable regulation

on the placement and maintenance of facilities and equipment currently within the City's rights-of-way. This chapter is intended to complement the regulatory roles of state and federal agencies. Under this chapter, persons using, excavating, and obstructing the rights-of-way will bear financial responsibility for their work and will be required to maintain, support, protect, or move their facilities.

Prior Legislative Actions & Community Engagement:

This agreement is part of the acquisition process of J7919 6th Street Bridge, Neighborhood Safety & Riverfront Improvements Project. No prior actions or community engagement specific to this action.

February 26, 2020: Council Meeting - New Rapid Transit for a Growing, Equitable Rochester Study Received and Filed.
October 19, 2020: Council Meeting - Resolution No. 283-20 - Five-Year Update to the Destination Medical Center (DMC) Development Plan Adopted.
April 19, 2021: Council Meeting - Resolution No. 084-21 incorporating the DWSE Small Area Plan into the Planning 2 Succeed (P2S) Comp Plan Adopted.
July 19,2021: Council Meeting - Contract with Perkins & Will for Conceptual Design and Engineering Services Authorized.
March 2022: Council Meeting - Additional Design, Evaluation, Public Engagement and Analysis; and Funding Strategies for the 6th St Bridge Authorized.
August 21,2023: Council Meeting- Contract with Bolton and Menk for Design and Engineering of 6th Street Bridge Authorized
May 5, 2025: Council Meeting- Presentation Update as Bridge Design is Submitted

Community Engagement
All numbers are approximate
March 26, 2024: Open House #1 at Riverside Building Lobby (60 people)
April 23, 2024: Slatterly Park Neighborhood meeting
Mary 16, 2024: Riverside Family Event
June 26, 2024: Open House #2 at Riverside Elementary (50 people)
July 11, 2024: Forward Concert
August 17, 2024: Back to School event
September 14, 2024: Latino Fest (150 people)
May 8, 2025: Historic Neighborhood Meeting (20 people)
May 28, 2025: Public Engagement for updates (25 people)
July 22, 2025: Slatterly Neighborhood Meeting: Slatterly Park (25 people)
September 17, 2025: 6th Street Sessions: The Bridge
October 1, 2025: 6th Street Sessions: Streetscape
October 22, 2025: 6th Street Sessions: Riverfront Amenities

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

Fiscal & Resource Impact:

The 6th Street Bridge, Road Safety and Riverfront Improvements Project will compensate the owner for relocation of the art and lighting due to the project work causing the need to relocated the art. The owner will provide two relocation estimates to the City prior to contracting or the work to be completed. The City will review and approve reasonable and necessary costs, and the Owner will provide the receipts related to said relocation, and the City shall reimburse the owner at that time.

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

Prepared By:
Jaymi Wilson

Attachments:
Revocable Permit and Agreement - J7919 Metropolitan Market Place

REVOCABLE PERMIT AND AGREEMENT

THIS REVOCABLE PERMIT AND AGREEMENT (this “Agreement”) is made this 17th day of February, 2026, between the **City of Rochester**, a Minnesota municipal corporation, hereinafter referred to as "City," and **Metropolitan Market Place LLC**, a Minnesota limited liability company, hereinafter referred to as "Owner."

WITNESSETH THAT:

WHEREAS, Owner owns certain real property described as:

Lot 4, Block 1, Original Plat of the City of Rochester, Olmsted County, Minnesota

AND

The North 44 feet of Lot 3, Block 1, Original Plat of the City of Rochester, Olmsted County, Minnesota

AND

Lots 1 and 2, and the south one-third of Lot 3, Block 1, Original Plat of the City of Rochester, Olmsted County, Minnesota

hereinafter referred to as the “Property”

WHEREAS, Owner operates a multi-use building on the Property. Adjacent to the building, there is a sculpture on the Property that will be impacted by City Project J7919 for reconstruction of 6th Street SW adjacent to the Property. The sculpture and its components, including the base, footings, lighting, and electrical service connection to power lighting (hereinafter “Private Improvements”), must be removed from their existing location. There is no available space to relocate the Private Improvements on the Property, so Owner has requested permission to place the Private Improvements within the 1st Avenue SW public right of way (hereinafter “Right of Way”) adjacent to the Property; and,

WHEREAS, the City is willing to grant this Permit upon the terms and conditions contained herein, which terms and conditions apply to Owner, its successors and assigns.

NOW, THEREFORE, IT IS MUTUALLY AGREED by the City and Owner as follows:

1. Subject to full execution of this Agreement, and Owner's full compliance with the terms of this Agreement, the City hereby authorizes Owner to install the Private Improvements within the Right of Way. The Private Improvements shall be designed and constructed consistent with the exhibit attached hereto for reference as **EXHIBIT A**. The sculpture, including the base, is approximately 16.75 feet tall, and the base is 36 inches wide. The Private Improvements will be located within the Right of Way in the location described as:

   Commencing at the southeast corner of Lot 1 Block 1 ORIGINAL PLAT OF ROCHESTER; Thence North, along the east line of said Block 1, a distance of 13.50 feet; thence East at right angles to said East line, a distance of 22.00 feet to the point of beginning; thence North parallel with said East line, a distance of 8.00 feet; thence East at right angles to said East line, a distance of 8.00 feet; thence South parallel with said East line, a distance of 8.00 feet; thence West at right angles to said East line, a distance of 8.00 feet to the point of beginning.

2. All costs associated with future maintenance of the Private Improvements shall be the obligation of the Owner.

3. In the event that damage may occur to public facilities as a result of the Private Improvements being located within the Right of Way, Owner shall make immediate repairs and bear all costs of City ordered repairs.

4. Owner shall restore, to the City's satisfaction, all areas disturbed by work related to the Private Improvements and bear all costs of said restoration.

5. Owner shall ensure that the use of said Private Improvements shall be in accordance with all applicable City codes and other provisions of law, and that proper maintenance of the Private Improvements occurs to minimize the impact on the public's infrastructure.

6. Owner shall hold the City harmless, by insurance coverage or by agreement, and must defend and indemnify the City for any and all damages, or from any and all claims or causes of action made by any party resulting from the Owner' use of the Right of Way under the grant of authority contained herein or resulting from the City's decision to revoke this Permit.

7. This Permit is for the specific Private Improvements identified and referenced herein. No additional private improvements may be constructed within said Right of Way without separate approval by the City.

8. Any future maintenance, alterations, or modifications to the Private Improvements shall be approved by the City and coordinated with the City Public Works Department prior to commencement of work activity.

9. Owner agrees to execute the Release and Hold Harmless Agreement attached hereto as **EXHIBIT B**.

10. This Permit is not intended to be for any specific period of time, and Owner shall, upon demand by the City acting through its City Engineer, remove the encroachments authorized by this Permit. If demand for removal has been made and the encroachments are not removed, the encroachments shall be deemed the property of the City and the City may proceed to remove all or a part thereof without liability for damages to Owner. Owner shall reimburse the City for any costs the City incurs in removing the encroachments. Owner shall not receive any prescriptive rights by this grant, nor shall it seek or be entitled to any relocation costs or other damages from the City for removal of the encroachments.

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

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

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

14. The rights and obligations of this Agreement shall be deemed to be a covenant binding upon said Property, and shall run with the land, subject to the terms and conditions stated herein.

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

City of Rochester,
a Minnesota municipal corporation

By: _____ Date: _____, 2026
Kim Norton, Mayor

Attest: _____ Date: _____, 2026
Ann Kasel, City Clerk
Olmsted County, Minnesota,
Ex officio notary public
My term is indeterminate
See Minn. Stat. § 358.15(a)(2)

OWNER:

Metropolitan Market Place LLC,
a Minnesota limited liability company

By: _____

Its: CHIEF MANAGER

STATE OF Wisconsin)
) SS
COUNTY OF LaCrosse)

On this 17th day of February, 2026, before me, a notary public within and for said county, personally appeared Peter Gerrard, the Chief Manager of **Metropolitan Market Place LLC**, a Minnesota limited liability company, personally known to me to be the person described in the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free will and on behalf of the limited liability company.

JANNA C. ERICKSON
NOTARY PUBLIC
STATE OF WISCONSIN

_____
NOTARY PUBLIC

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

EXHIBIT A

ROCHESTER | 6TH STREET BRIDGE | REVOCABLE PERMIT EXHIBIT - PARCEL 2 | BOLTON & MENK
CITY OF ROCHESTER | NOV 2025

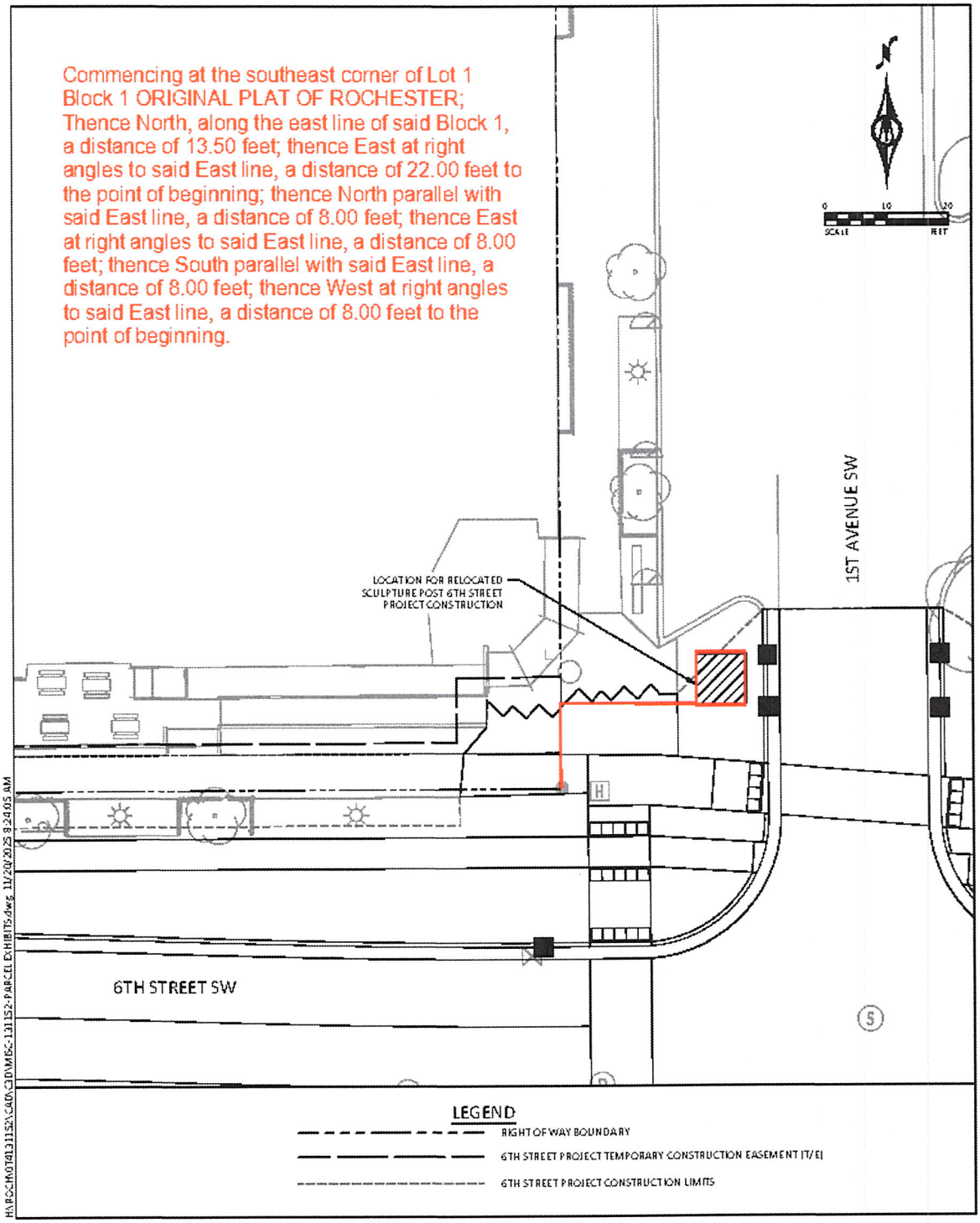


EXHIBIT A


15.50' (Top of steel plate to top of sculpture)
Concrete base is 36" wide
1" Steel Plate
13.5" (Top of concrete curb to bottom of steel plate)

EXHIBIT B

RELEASE AND HOLD HARMLESS AGREEMENT

The undersigned do hereby agree to indemnify, hold the City of Rochester harmless, release and to defend the City of Rochester for any and all damages, or from any and all claims or causes of action made by any party, including any takings claims, in any action resulting from the granting of this permit or the placement of the Private Improvements within the public right of way or easement during the term of the Revocable Permit, from the undersigned's use of the City's right-of-way under the grant of authority contained herein or resulting from the City's decision to revoke the Revocable Permit.

Metropolitan Market Place LLC,
a Minnesota limited liability company

By: _____

Its: Chief Manager

STATE OF Wisconsin)
) SS
COUNTY OF LaCrosse)

On this 17th day of February, 2026, before me, a notary public within and for said county, personally appeared Peter Gerrard, the Chief Manager of **Metropolitan Market Place LLC**, a Minnesota limited liability company, personally known to me to be the person described in the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free will and on behalf of the limited liability company.

JANNA C. ERICKSON NOTARY PUBLIC STATE OF WISCONSIN

_____
NOTARY PUBLIC

EXHIBIT B

ACKNOWLEDGEMENT OF LIMITED LIABILITY COMPANY AUTHORIZATION SIGNATURE

STATE OF Wisconsin

COUNTY OF La Crosse

On this 17th day of February, 2026, before me appeared Peter Gerrard (Name of Officer), to me personally known, who being by me duly sworn, did say that he/she is the Chief Manager (Title), of Metropolitan Market Place LLC c/o Gerrard Corporation (Name of Company), 100 N. 6th St Suite A (Address) La Crosse, WI (City & State), 54601 (Zip Code), a limited liability company, who has indicated the he/she is authorized under the articles of organization or operating agreement to execute the attached instrument for and on behalf of the limited liability company, and that he/she hereby executes said instrument for and on behalf of the limited liability company.

JANNA C. ERICKSON NOTARY PUBLIC STATE OF WISCONSIN

Notary Public

County: La Crosse

My Commission Expires: April 10, 2028

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Pre-Development Agreement with Sadik Sabriye

MEETING DATE:
March 16, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:

Authorizing a pre-development agreement with Sadik Sabriye for Lots 12 & 13, Block 2, Rose Harbor Fourth Addition.

Report Narrative:

Sadik Sabriye owns Lots 12 & 13, Block 2, Rose Harbor Fourth Addition, in the 1400 block of Sunrise Dr SE. When the lots along Sunrise Ave SE were platted in the late 1950s (prior to this area being annexed), they were relatively large - approximately one-third acres in area. Many have been split into two or more lots as municipal services became available. Municipal water is currently available to service the subject parcels; however, sanitary sewer will need to be extended by the owner/developer for the lots to be built on in the future. In addition, the segment of Sunrise Ave SE abutting the subject parcels does not currently have curb & gutter or public sidewalk. When parcels are further subdivided and there are certain inadequate public infrastructure components, the owner either enters into a City-Owner contract to complete the public improvements, or the owner executes a contribution agreement to address the future financial obligations of the parcels if the improvements are built as a City project.

In this case the owner has indicated he has no intentions to develop the newly created parcels at this time. His intention is to only complete the subdivision process so that if a developer comes forward to purchase his property the step of subdividing is already complete. At this time, it is unknown if the future developer would be constructing the needed public improvements through a City-owner contract, or would be entering into a contribution agreement to address future financial obligations of the parcels if the City constructed the improvements, so the owner requested the Public Works team consider an alternative agreement type.

The Public Works team has discussed this matter with the City Attorney and concluded that a pre-development agreement would be the appropriate tool to protect the Owner's and City's interests regarding future development of the owner's land. A pre-development agreement has been prepared by the City and executed by the owner. The agreement will facilitate splitting the lots at this time, while memorializing that prior to building permits being issued for any future development, the owner/developer will either have entered into a City-owner contract to address construction of the applicable public infrastructure improvements concurrent with development, or will have entered into a contribution agreement to address the applicable financial obligations if the infrastructure improvements are built as a City project.

Priorities & Foundational Principles:

Fiscal Responsibility & Sustainability

Policy Considerations & DEI Impact:
Execution of a pre-development agreement will facilitate subdivision of the owner's land while memorializing future obligations prior to development of the property.

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

Fiscal & Resource Impact:
The owner has paid a document preparation and recording fee for the agreement.

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

Prepared By:
Mark Baker

Attachments:
Pre-Development Agreement - Sadik Sabriye

PRE-DEVELOPMENT AGREEMENT
FOR THE SABRIYE PROPERTY

THIS AGREEMENT is made as of this ____ day of _____, 2026, by and between **Sadik Sabriye,** a single person (hereinafter referred to as Owner), and the **City of Rochester**, a Minnesota municipal corporation (hereinafter referred to as the "City").

WHEREAS, Owner owns the real property within the City of Rochester, Olmsted County, Minnesota legally described as:

> **Lots 12 & 13, Block 2, Rose Harbor Fourth Addition, in the City of Rochester, Olmsted County, Minnesota**.

hereinafter referred to in this Agreement as the "Property" and depicted for reference on the attached reference drawing Exhibit.

WHEREAS, Owner is subdividing the Property to facilitate additional lots for future residential development; and,

WHEREAS, Owner acknowledges that the abutting public roadways lack sanitary sewer, curb & gutter, and public sidewalk infrastructure that would typically be obligations of the developer to provide as conditions of subdivision approval; and,

WHEREAS, Owner has indicated that they have no immediate plans to develop lots within the Property, and that the act of subdividing was intended to make the lots more desirable for future sale to a developer; and,

WHEREAS, Owner and City agree that execution of a Pre-Development Agreement is to the mutual benefit of the Owner and City, and will memorialize the future terms and obligations of the parties related to said utility, street, curb & gutter and pedestrian facility improvements applicable to the Property.

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

I. OWNER'S OBLIGATIONS SPECIFIC TO SUBDIVISION OF THE PROPERTY:

1. Owner shall execute this City prepared Pre-Development Agreement.

II. OBLIGATIONS PRIOR TO OBTAINING ANY BUILDING PERMIT FOR DEVELOPMENT OF ANY INDIVIDUAL LOT WITHIN THE PROPERTY:

2. Prior to City's issuance of a Building Permit for development of any lot within the Property, Owner shall either:

    a. Have entered into a City-Owner Contract with the City for the Property, for Owner's contractor to construct public improvements including installation of curb & gutter, extension of public sanitary sewer (or if allowed by City, a shared private sanitary sewer service in lieu of public sanitary sewer extension), reconstruction of the abutting public roadway from the centerline of the road to the Property. Said City-Owner Contract would include applicable Watermain Frontage charge, Water Availability Charge (WAC) and East Zumbro – Bear Creek subdistrict Trunk Sewer Rate (TSR) charge based on the rates in place at that time. The construction of public sidewalk along the public road frontage shall be completed concurrent with individual lot development as is standard for development of residential lots.

    OR

    b. Have executed a City prepared Contribution Agreement to address Owner's financial obligations for City's future construction of curb & gutter, street reconstruction (which may include extension of public utilities), and pedestrian facilities along the public road frontage, AND, Have executed a City prepared Revocable Permit Agreement for Owner's extension of a private shared sanitary sewer service within the public right-of-way, unless an alternative route is designed by Owner that extends the sanitary service within a private easement within the individual lots within the Property. AND Has paid the applicable individual lot Watermain Frontage charge, Water Availability Charge (WAC) and East Zumbro – Bear Creek subdistrict Trunk Sewer Rate (TSR) charge based on the rates in place at that time.

II. GENERAL TERMS & CONDITIONS SPECIFIC TO THIS AGREEMENT:

1. This Agreement shall not be waived, altered, modified, supplemented, or amended in any manner whatsoever except by written agreement signed by both parties.
2. This Agreement constitutes the entire agreement between the parties pertaining to the specific matters contained herein and supersedes any and all prior written or oral agreements pertaining to these specific matters. There are no other understandings, agreements, or representations, oral or written, regarding these specific matters, beyond those specified in this Agreement.
3. The obligations set forth in this document shall run with the land and shall apply to the Owner, its heirs, successors or assigns.
4. This Agreement shall survive closing.
5. The Owner and the City are subject to other regulations, ordinances and policies in effect including, but not limited to: zoning ordinance, grading ordinance, drainage policies, and building code requirements.
6. By executing this Agreement, Owner acknowledges that they: (a) entered into and executed this Agreement knowingly, voluntarily and willingly of their own volition with such consultation with legal counsel as they deemed appropriate; (b) has had a sufficient amount of time to consider this Agreement's terms and conditions, and to consult an attorney before signing this Agreement; (c) has read this Agreement, and understands all of its terms, appreciates the significance of those terms and has made the decision to accept them as stated herein; and (d) has not relied upon any representation or statement not set forth herein. Provided, however, the foregoing provisions shall not limit or impede the City or the Owner from bringing legal proceedings against third parties arising out of this Agreement, or bringing legal proceedings against the other arising out of a breach by the other of their obligations hereunder, or their violation of any term, covenant or condition contained herein. Notwithstanding any provision in this Agreement to the contrary, this clause will survive the termination or expiration of this Agreement.
7. **The terms of this Agreement shall become effective only after approval by the Rochester Common Council, and execution by the parties**.

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

City of Rochester,
a Minnesota municipal corporation

By: _____Date:_____, 2026
Kim Norton, Mayor

Attest: _____Date: _____, 2026
Ann Kasel, City Clerk
Olmsted County, Minnesota, ex officio notary public
My term is indeterminate
See Minn. Stat. § 358.15(a)(2)

OWNER:

_____

S**adik Sabriye,** a single person

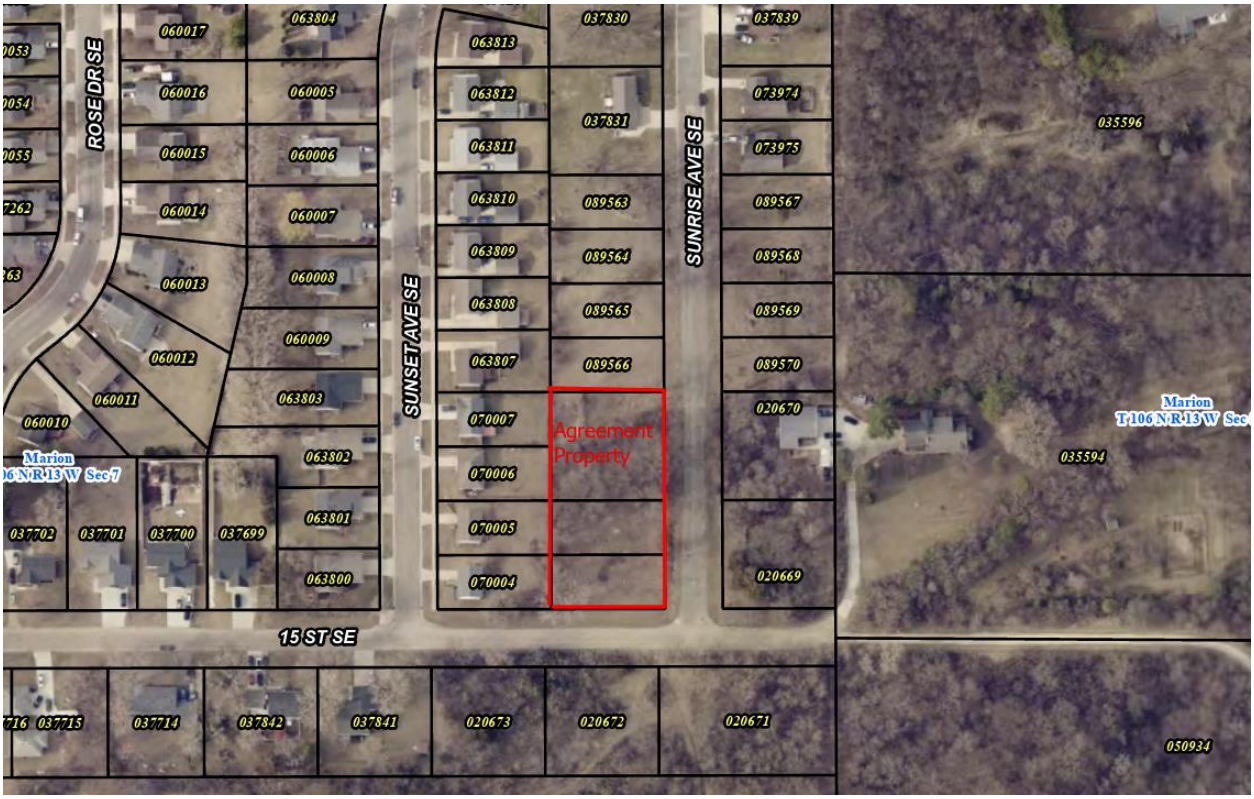
STATE OF _____)
) SS
COUNTY OF _____)

On this ____ day of _____, 2026, before me, a notary public within and for said county, personally appeared **Sadik Sabriye,** a single person**,** personally known to me to be the person described in the foregoing instrument and acknowledged that they executed the same as their free will and on their own behalf.

_____
NOTARY PUBLIC

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

Exhibit Map
for Property Location



CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Lease Agreement with Rochester Shuttle Service, LLC

MEETING DATE:
March 16, 2026

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Aaron Luckstein

Action Requested:

Authorizing the execution of a five-year lease agreement with Rochester Shuttle Service, LLC for the City-owned property at 3800 West River Parkway NW.

Report Narrative:

The Water Reclamation Plant owns the property at 3800 West River Parkway adjacent to the facility for potential future plant expansion. The building and site were previously leased to White's Cleaning, which operated there for the past eight years and is now out of business.

The property was posted for lease and received interest from several companies. City staff selected Rochester Shuttle Service, LLC, an established Rochester business that agreed to the City's standard lease terms.

Under the lease, the tenant will be responsible for all property improvements, maintenance, lawn care, snow removal, and utility costs. City staff recommend leasing the property to Rochester Shuttle Service, LLC.

Priorities & Foundational Principles:

Fiscal Responsibility & Sustainability
Economic Resilience

Policy Considerations & DEI Impact:

The lease is consistent with City policy.

The shuttle service provides an additional transportation option for the community. The current shuttle service location is in Stewartville, and establishing a site in northwest Rochester would provide a more convenient option for nearby residents.

Prior Legislative Actions & Community Engagement:

No prior legislative actions for this specific request. The City Council previously approved the original lease and renewed lease with White's Cleaning.

In December 2025, the property was listed publicly for lease.

Fiscal & Resource Impact:
The City will receive $5,400 in monthly rent from the lease of the property, generating revenue to help offset wastewater utility expenses, and recover the original purchase price of the property.

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

Prepared By:
Matt Baker

Attachments:
Agreement - Rochester Shuttle Service LLC Lease

LEASE AGREEMENT

THIS LEASE AGREEMENT (the “Lease”), made and entered into this ___ day of _____, 2026, by and between the **City of Rochester**, a Minnesota municipal corporation (hereinafter "City"), and **Rochester Shuttle Service, LLC,** a Minnesota limited liability company (hereinafter "Lessee").

WITNESSETH:

WHEREAS, City owns the land and building located at 3800 West River Parkway NW, Rochester, Minnesota (the “Leased Premises”), legally described as follows:

See attached Exhibit A.

WHEREAS, Lessee wishes to lease the Leased Premises from City.

NOW, THEREFORE, City and Lessee do hereby agree as follows:

1. Premises Leased. City hereby leases the Leased Premises to Lessee and Lessee agrees to lease the Leased Premises from City pursuant to the terms and conditions set forth in this Lease. The Leased Premises contains approximately 4,800 square feet situated on approximately 1.3 acres.

2. Term; Option to Renew. The initial term of this Lease, unless earlier terminated, shall begin upon approval of the Lease upon execution by the City and Lessee may take possession after the closing. Lessee shall pay the first month’s rent by April 1, 2026. The security deposit of $5,400.00 shall be provided to City on or before the execution of this Lease. This Lease shall terminate on March 31, 2031. Lessee may extend the Lease for one five (5) year period by providing written notice to City not less than 180 days prior to the extension period. Upon extension, the rental rate shall be subject to an annual 2% increase.

3. Rent. During the Term, Lessee shall pay to City a monthly rent of $5,400.00 (“Rent”). Monthly Rent must be paid on or before the first day of each calendar month without demand and without reduction, abatement, counterclaim or setoff.

4. Utilities. Lessee shall pay all utility expenses effective upon taking possession of the Leased Premises.

5. Snow removal; lawn maintenance. Lessee shall be responsible for snow removal and lawn maintenance at the Leased Premises. Lessee shall also maintain the Leased Premises and grounds in a clean and organized manner and shall not allow outside storage that would violate any state or local ordinances or codes.

6. Property Taxes. City shall pay the property taxes for the Leased Premises.

7. Holdover. If Lessee remains in possession of the Leased Premises after the expiration of the Term and any extensions without the execution of a new lease, such occupancy shall be a tenancy from month-to-month at a rental rate in the amount of 110% of the last monthly Rent, plus all other charges payable hereunder, and upon all the terms applicable to a month-to-month tenancy.

8. Assignment or Sublease. Lessee may not assign this Lease or sublease, in whole or in part, the Leased Premises without the prior written consent of City, which shall not be unreasonably withheld, conditioned or delayed.

9. Billboard Sign. The use of and proceeds from the rental of the billboard sign located on the Leased Premises remains exclusively the property of City and this Lease does not include the use of the billboard.

10. Parking. The Leased Premises shall include all of the parking on the depiction attached hereto as "Exhibit B".

11. Maintenance and Repairs; Improvements. Except as otherwise provided herein, Lessee is accepting the Leased Premises in an "as-is" condition. Lessee will, at its sole cost and expense, keep the Leased Premises in good maintenance, condition and repair. City shall be responsible for any HVAC system repairs exceeding $500.00 annually. Unless otherwise set forth in this Lease, City shall have no obligation to alter, remodel, improve, repair, decorate or paint the Leased Premises, or otherwise pay for the cost of any of the above. Damage from causes beyond the Lessee's reasonable control, and ordinary wear and tear are exempted from this requirement.

12. Business Signage. Lessee may construct and install pylon signage and on-building signage at its expense. All signage must meet the requirements of City's Zoning Ordinance and Land Development Manual and must be approved by City staff.

13. Alterations. All alterations, additions, and improvements to the Leased Premises made by either party become the property of City and shall remain on and be surrendered with the Leased Premises at the end of the term of this Lease. However, if Lessee is not in default of its obligations under this Lease, Lessee shall have the right to remove, prior to the expiration of this Lease, all movable furniture, furnishings and trade fixtures belonging to Lessee so long as Lessee repairs any and all damage resulting from such removal.

14. City's Access to Site. Without any diminution of Rent or other charges, City, acting through its designated agents, employees or officials, shall have the right upon prior written notice to Lessee, to enter the Leased Premises at all reasonable times for the purpose of inspecting, maintaining, repairing, altering or improving the Leased Premises.

15. Liability Insurance. Lessee shall procure at its own expense general liability insurance with bodily injury and property damage limits of at least $1,500,000 for death or

injury to one or more persons, and $500,000 for property damage for each occurrence. The insurance policies must waive any right of subrogation against City. Lessee must deliver a Certificate of Insurance to City describing all of the insurance coverage required by this paragraph. The Certificate must indicate that City shall be notified within thirty (30) days of any cancellation of the policy and must name City as an additional insured. Lessee's liability insurance shall be primary to any liability insurance maintained by City.

16. Property Insurance. City shall insure the Leased Premises against loss or damage by fire, with the usual extended coverage endorsements. Lessee shall reimburse City for any deductible resulting from a claim caused by Lessee or Lessee's guests. Lessee shall obtain any insurance it deems appropriate covering its betterments and improvements to the Leased Premises or its furnishings, fixtures, inventory, or equipment.

17. Reconstruction. Except as provided below, if the building located on the Leased Premises is damaged by fire or other perils covered by the extended coverage insurance, City agrees to repair the same to the extent of the insurance proceeds. In the event the Leased Premises cannot be repaired to its condition prior to such damage, Lessee may terminate this Lease upon written notice to City, upon which such termination Lessee shall have no further liabilities or obligations under this Lease.

18. Environmental Contamination. Lessee or Lessee's employees, agents, contractors or invitees shall not cause any environmental contamination on the Leased Premises. In the event such contamination occurs, and notwithstanding the expiration or earlier termination of this Lease, Lessee shall assume and be responsible for all costs and expenses relating to the remediation of Lessee's contamination and shall unconditionally indemnify and hold City harmless from any and all response costs, losses, claims, demands, causes of action, lawsuits, proceedings, enforcement actions, obligations and liabilities in any way arising out of Lessee's contamination whether or not such contamination is now known or hereinafter discovered, including without limitation consequential damages and any amounts in which City is caused to pay in costs, expenses and attorneys' fees incurred by City in defending or protecting its interests.

19. Liens. Lessee shall keep the Leased Premises free from any liens arising out of any work performed, materials furnished or obligations incurred by Lessee.

20. Compliance with Law. Lessee shall not use the Leased Premises or permit anything to be done in or about the Leased Premises that will in any way conflict with any law, statute, ordinance or governmental rule or regulation now in force of hereafter enacted or promulgated.

21. Indemnification. Lessee shall defend, indemnify, and hold City harmless from any and all claims resulting or arising from Lessee's use of the Leased Premises.

22. Termination. City may terminate this Lease in the event of any one or more of the following acts of default:

(a) Lessee vacates or abandons the Leased Premises.

(b) Lessee fails to make a timely payment of Rent.

(c) Lessee files a voluntary petition in bankruptcy, including a reorganization plan, makes a general assignment or other assignment for the benefit of creditors, is adjudicated as bankrupt or if a receiver is appointed for the property or affairs of Lessee and such receivership is not vacated within thirty (30) days after the appointment of such receiver.

(d) For a period of thirty (30) days following receipt of City's written notice, Lessee does not correct a failure to abide by any of the terms of this Lease.

23. City's Default. In the event City defaults in the performance of any covenant on its part hereunder or provision to be kept and performed and such default continues for a period of thirty (30) days after the receipt of written notice from Lessee advising City of the nature of such default, then, unless City cures or commences to cure such default within said thirty (30) day period and thereafter diligently pursues the curing of such default, in which event the said notice shall be of no further force and effect, Lessee shall have the right during the continuance of such default to terminate this Lease as if said termination date were the date originally fixed in this Lease for the termination or expiration hereof, or to withhold Rent until the default is cured or until City provides Lessee with competent evidence showing City is diligently pursuing the cure of such default.

24. Attorneys' Fees. If any action at law or in equity shall be brought to recover any Rent under this Lease, or for or on account of any breach of, or to enforce or interpret any of the covenants, terms or conditions of this Lease, or for the recovery of the possession of the Leased Premises, the prevailing party shall be entitled to recover from the other party as part of the prevailing party's costs reasonable attorney's fees, the amount of which shall be fixed by the Court and shall be made a part of any judgment or decree rendered.

25. Surrender. Lessee shall, on or upon the expiration or sooner termination of this Lease, remove Lessee's personal property and surrender the Leased Premises to City in good condition, ordinary wear and tear and damage beyond the reasonable control of Lessee excepted. Without detracting from the Lessee's foregoing obligations, any property left in the Leased Premises after the expiration or termination of the term shall be deemed to have been abandoned and shall become the property of City to dispose of as City deems expedient, at Lessee's expense and pursuant to applicable Minnesota Statutes.

26. Governing Law. This Lease shall be governed under the laws of the State of Minnesota.

27. Merger. This Lease constitutes the entire agreement between the parties. No waiver consent, modification of change of terms of this Lease shall bind any 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 Lease.

28. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, whenever possible, be cumulative with all other remedies at law or in equity.

29. Notices. Any notice, demand or request under this Lease shall be in writing. All notices, demands and requests by City to Lessee shall be served personally or sent by United States mail, postage prepaid, addressed to Lessee at the Leased Premises or such other place as Lessee may from time to time designate. Any notice, demand or request by Lessee to City shall be served personally or by United States mail, postage paid, to The City of Rochester, Attn: Matt Baker, at 301 37th Street NW, Rochester, MN 55901.

30. Counterparts; Electronic Signatures. This Lease may be executed in two (2) or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including pdf or any electronic signature complying with the U.S. federal ESIGN Act of 2000, e.g., www.docusign.com) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties to this Lease Agreement have duly executed the same as of the date and year first above written.

CITY:

CITY OF ROCHESTER,
a Minnesota municipal corporation

By: _____
Kim Norton, Mayor

Attested to By:

_____
Ann Kasel, City Clerk

LESSEE:

Rochester Shuttle Service, LLC,
a Minnesota limited liability company

By: _____
Tim Fliehr, Chief Managing Member

STATE OF MINNESOTA)
) SS
COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by Kim Norton and Ann Kasel, the Mayor and City Clerk, respectively, of the City of Rochester, a Minnesota municipal corporation, on behalf of the corporation.

_____
NOTARY PUBLIC

STATE OF MINNESOTA)
) SS
COUNTY OF OLMSTED)

The foregoing was acknowledged before me this ___ day of _____, 2026, by Tim Fliehr, Chief Managing Member of Rochester Shuttle Service, LLC, a Minnesota limited liability company, on behalf of the company.

_____
NOTARY PUBLIC

This Lease Agreement was drafted by:

Rochester City Attorney's Office
201 Fourth Street S.E., Room 247
Rochester, MN 55904

EXHIBIT A

EXHIBIT A

Parcel A:
That part of the Northeast Quarter of the Northwest Quarter of Section 23, Township 107 North, Range 14 West, Olmsted County, Minnesota, described as follows:

Commencing at the Southwest corner of the Northeast Quarter of the Northwest Quarter of said Section 23; thence North 01 degree 34 minutes 48 seconds West, assumed bearing, along the West line of said Northeast Quarter of the Northwest Quarter, 284.61 feet; thence North 88 degrees 51 minutes 20 seconds East, 225.00 feet for a point of beginning; thence continue North 88 degrees 51 minutes 20 seconds East, 287.43 feet; thence South 00 degrees 09 minutes 58 seconds East, 291.32 feet to the South line of said Northeast Quarter of the Northwest Quarter; thence South 89 degrees 36 minutes 46 seconds West along said South line, 280.30 feet to a point 225.04 feet Easterly of the Southwest corner of said Quarter Quarter Section; thence North 01 degree 34 minutes 48 seconds West, 287.58 feet to the point of beginning.

Parcel B:
A part of the Northeast Quarter of the Northwest Quarter of Section 23, Township 107 North, Range 14 West, City of Rochester, Olmsted County, Minnesota, described as follows: Commencing at the Southwest corner of the Northeast Quarter of the Northwest Quarter of said Section 23; thence North 01 degree 34 minutes 48 seconds West, assumed bearing, along the West line of said Northeast Quarter of the Northwest Quarter for a distance of 284.61 feet; thence North 88 degrees 51 minutes 20 seconds East for a distance of 128.45 feet to the point of beginning; thence North 88 degrees 51 minutes 20 seconds East for a distance of 96.55 feet to the Northeast corner; thence South 01 degree 34 minutes 48 seconds East for a distance of 287.58 feet to the South line of said Northeast Quarter of the Northwest Quarter; thence South 89 degrees 36 minutes 46 seconds West along said South line for a distance of 96.57 feet; thence North 01 degree 34 minutes 48 seconds West for a distance of 286.30 feet to the point of beginning.

Parcel C:
Together with an easement for ingress and egress and utilities over the Northerly 30 feet of the following described property:

That part of the Northeast Quarter of the Northwest Quarter of Section 23, Township 107 North, Range 14 West, Olmsted County, Minnesota, described as follows:

Beginning at the Southwest corner of the Northeast Quarter of the Northwest Quarter of said Section 23; thence 01 degree 34 minutes 48 seconds West, assumed bearing, along the West line of said

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule A consists of 3 page(s)

Northeast Quarter of the Northwest Quarter, 284.61 feet; thence North 88 degrees 51 minutes 20 seconds East, 225.00 feet; thence South 01 degree 34 minutes 48 seconds East, 287.58 feet to the South line of said Northeast Quarter of the Northwest Quarter; thence South 89 degrees 36 minutes 46 seconds West along said South line 225.04 feet to the point of beginning.

This commitment is invalid unless the Insuring Provisions and Schedules A and B are attached.

Schedule A consists of 3 page(s)

to, conduits, cables, wires, manholes, handholes, concrete pads, transformers, and switches, in, through, upon, and under the following described strip of the property, being fifteen (15) feet in width, the centerline of which strip is described as follows:

> Commencing at the northwest corner of the above-described property, thence North 80 degrees 51 minutes 20 seconds East, assumed bearing, along the north line thereof, 17.00 feet for a point of beginning; thence South 00 degrees 03 minutes 34 seconds East, 166.14 feet to a point hereinafter referred to as Point "A"; thence continue South 00 degrees 03 minutes 34 seconds East, 3.54 feet to the northerly right-of-way line of C.S.A.H. No. 22 and there terminating.

together with a similar easement, being ten (10) feet in width, the centerline of which strip is described as follows:

> Beginning at the above-referenced Point "A"; thence North 84 degrees 17 minutes 31 seconds East, 329.83 feet to a point hereinafter referred to as Point "B"; thence continue North 84 degrees 17 minutes 31 seconds East, 160.17 feet to the easterly line of the above-described property and there terminating.

together with a similar easement, which in addition includes the right to maintain said electric utility facilities on and above the surface of the land on a strip ten (10) feet in width, the centerline of which is described as follows:

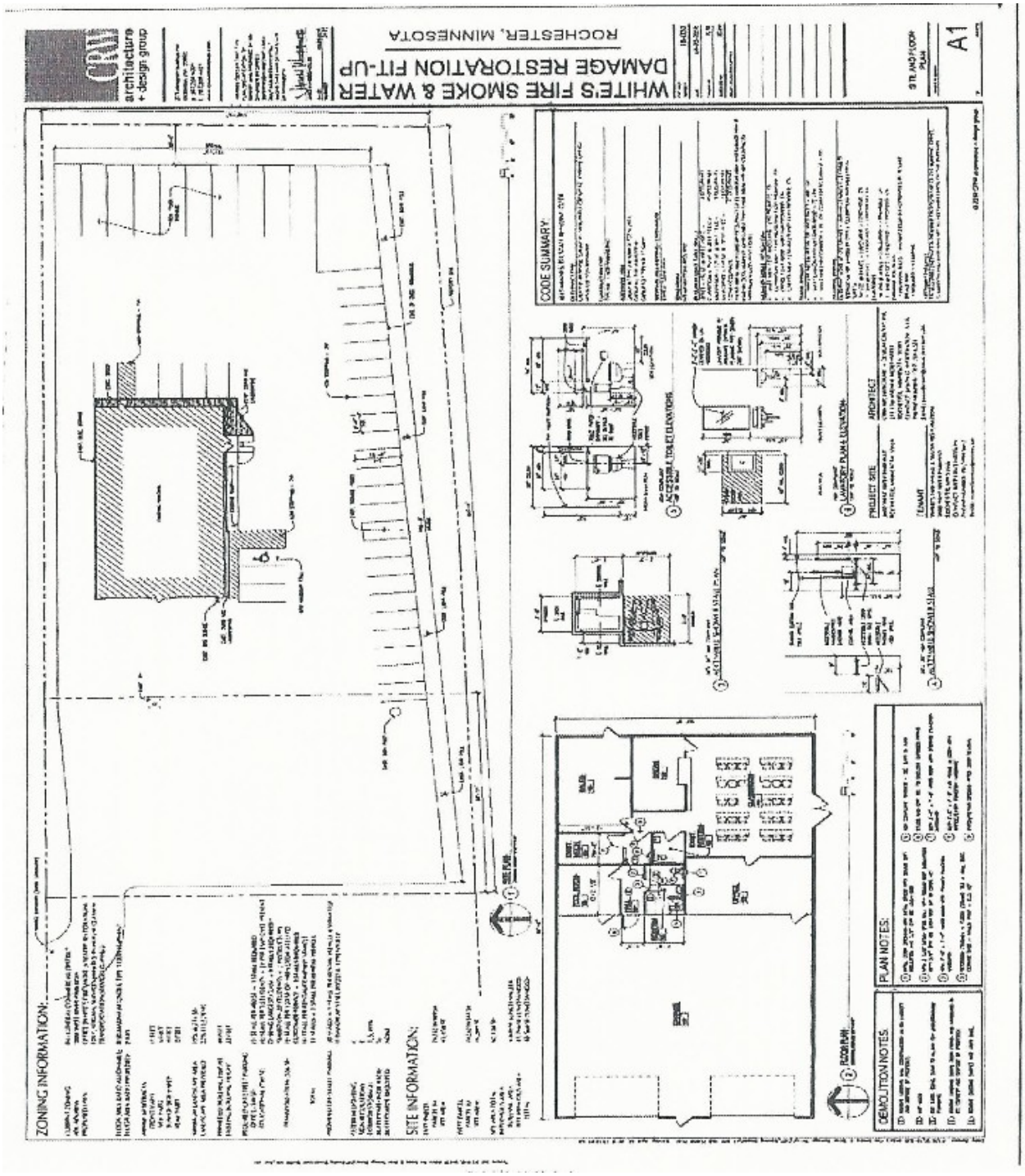
> Commencing at the above-referenced Point "B"; thence North 01 degree 00 minutes 00 seconds East, 14.00 feet for a point of beginning; thence South 01 degrees 00 minutes 00 seconds West, 33.34 feet to the northerly right-of-way line of C.S.A.H. No. 22 and there terminating.

(2) an easement for public utility purposes over the East twenty (20) fee of the lands conveyed;

(3) a public utility easement on that portion of the lands described as follows:

EXHIBIT B

PARKING



CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Environmental Assessment Worksheet No. CD2025-005ENV by City of Rochester

MEETING DATE:
March 16, 2026

ORIGINATING DEPT:
Community Development

AGENDA SECTION:
Consent Agenda

PRESENTER:
Elliot Mohler

Action Requested:

Adopting a Resolution accepting and approving a negative declaration of the Environmental Assessment Worksheet (EAW) No. CD2025-005ENV, by City of Rochester, for the Rochester Regional Sports and Recreation Complex, for the development of a sports entertainment complex that can serve 5,000 or more persons.

Report Narrative:

The Rochester Regional Sports and Recreation Complex is proposed for development in Section 25, Township 106, Range 13 West, in Rochester, Olmsted County, MN. The project will transform open land into a vibrant, multi-use outdoor recreation destination. Phase 1 of the development will include eight synthetic turf baseball/softball fields, two soccer/multi-purpose fields, 12 pickleball courts, a basketball court, a playground, outdoor gathering spaces, concessions and restroom facilities, and an intra-park trail system with a connection to the Willow Creek Trail. Parking accommodations will support approximately 800 vehicles, with primary access from 45th St SE and secondary access from CSAH 47.

Phase 2 will expand the complex with an approximate 110,000+ square foot indoor facility featuring eight basketball/volleyball courts, a walking/jogging track, multi-purpose community rooms, youth activity areas, all-sport simulators, concessions, administrative offices, and parking for an additional 500 vehicles.

The entire study area includes approximately 170 acres. The area has slopes, wetlands, trees, and other vegetation. The majority of the site was agricultural land. The northeast side of the site has the Willow Run running through it and is in a FEMA-regulated floodplain.

The Environmental Assessment Worksheet for the Rochester Regional Sports and Recreation Complex was transmitted to the Environmental Quality Board (EQB) on December 29, 2025. The Community Development Department notified and provided copies of the EAW to the required review agencies prescribed by Minnesota Rules. Physical copies were available to the public and were located at the City Clerk's office, the Public Library, and the Development Services and Infrastructure Center. The EAW was also available online.

On January 6, 2026, the notice of availability was published by the EQB Monitor. The 30-day comment period expired on February 5, 2026. The following comments were received regarding this EAW and are included in the Staff Report.

1. Minnesota Pollution Control Agency - Commented on potential noise pollution, reminding the RGU

to mitigate noise caused by the sports and recreation complex.

As the Responsible Unit of Government (RGU), the City must decide whether the project has the potential for significant environmental effects and compare the impacts that may be expected to occur from the project with four criteria outlined in the rules (and listed below) and whether further environmental review is warranted.

This report acts as a record of the findings of fact made by the City and is a basis for the decision of a negative declaration adopted by the Council. A negative declaration for an EAW is a formal decision by a government agency stating that a proposed project, after review via the EAW process, will not have significant adverse environmental impacts and therefore does not require further analysis through the Environmental Impact Statement (EIS) process.

Priorities & Foundational Principles:
Responsible Environmental Stewardship

Policy Considerations & DEI Impact:
The project achieves the Comprehensive core principles of Maintaining a Commitment to Health, Wellness, and the Environment and Championing Social Equity and Environmental Justice. The City must make conscious decisions to ensure fiscally and environmentally sustainable growth by following best management practices. Environmental reviews, such as the Environmental Assessment Worksheet, are critical strategies that help promote clean air and water in our community. Furthermore, these reviews help the City to further its commitment to environmental justice and the overall health of the community.

Prior Legislative Actions & Community Engagement:
June 2, 2025: Council - Approval of Annexation Petition No. CD2025-003ANX and Comprehensive Plan Amendment No. CD2025-002CPA
January 6, 2026: Environmental Quality Board - EAW published in the EQB Monitor
January 6, 2026: Environmental Quality Board - 30-day public comment period begins
February 5, 2026: Environmental Quality Board - 30-day public comment period ends

Fiscal & Resource Impact:
There are no Fiscal & Resource impacts associated with a accepting negative declaration of the EAW.

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

Prepared By:
Elliot Mohler

Attachments:
Community Development Memo - CD2025-005ENV Regional Sports Complex

Site Location Map - CD2025-005ENV Regional Sports Complex

EAW - CD2025-005ENV Regional Sports Complex

Findings of Fact and Conclusions - CD2025-005ENV Regional Sports Complex

Resolution - CD2025-005ENV Regional Sports Complex

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 CITY COUNCIL — March 16, 2026

Prepared by: Rochester Community Development

Request: Environmental Assessment Worksheet (EAW) CD2025-054ENV for the Rochester Regional Sports and Recreation Complex for the development of a sports or entertainment complex that can serve 5,000 or more persons.

Location: The terminus of 45th St SE and north of 48th St SE.

Owners: City of Rochester

Consultant: Bolton & Menk

COUNCIL SUMMARY

Application Type: Environmental Assessment Worksheet (EAW)

What is considered: An EAW is a document designed to provide a brief analysis and overview of the potential environmental impacts of a specific project and consists of a standard list of 31 questions. Minnesota Rules 4410.0200 – 4410.7900 specify the types of projects that require a mandatory Environmental Assessment Worksheet. The intent of the environmental review program is to identify early the potential impacts of a project.

Minnesota Rules assign the responsibility of the EAW preparation and determination of adequacy to the local unit of government, which is charged with the responsibility to approve or deny permits for the project to proceed. The Council is the Responsible Governmental Unit (RGU). The RGU shall coordinate the necessary issuing of notices and receive public input on the project to determine if an EAW is sufficient to measure the environmental impact of the project or whether a more in-depth Environmental Impact Statement (EIS) should be required.

The Development Review Team supports the approval of CD2025-005ENV and recommends that the Common Council adopt a formal resolution to determine that an Environmental Impact Statement is not needed for this development.

Approval Body: Rochester City Council

Development Review Team Recommendation: Approval

SUMMARY AND BACKGROUND INFORMATION

The Rochester Regional Sports and Recreation Complex is proposed for development in Section 25, Township 106, Range 13 West, in Rochester, Olmsted County, MN. The project will transform open land into a vibrant, multi-use outdoor recreation destination. Phase 1 of the development will include 8 synthetic turf baseball/softball fields, 2 soccer/multi-purpose fields, 12 pickleball courts, a basketball court, a playground, outdoor gathering spaces, concessions and restroom facilities, and an intra-park trail system with a connection to the Willow Creek Trail. Parking accommodations will support

approximately 800 vehicles, with primary access from 45th St SE and secondary access from CSAH 47.

Phase 2 will expand the complex with an approximate 110,000+ square foot indoor facility featuring 8 basketball/volleyball courts, a walking/jogging track, multi-purpose community rooms, youth activity areas, all-sport simulators, concessions, administrative offices, and parking for an additional 500 vehicles.

The entire study area includes approximately 170 acres. The area has slopes, wetlands, trees, and other vegetation. The majority of the site was agricultural land. The northeast side of the site has the Willow Run running though it and is in a FEMA regulated floodplain.

The Environmental Assessment Worksheet for the Rochester Regional Sports and Recreation Complex was transmitted to the Environmental Quality Board (EQB) on December 29, 2025. The Community Development Department notified and provided copies of the EAW to the required review agencies prescribed by Minnesota Rules. Physical copies were available to the public and were located at the City Clerk's office, the Public Library, and the Development Services and Infrastructure Center. The EAW was also available online.

On January 6, 2026, the notice of availability was published by the EQB Monitor. The 30-day comment period expired on February 5, 2026. The following comments were received regarding this EAW and are included in the Staff Report.

1. Minnesota Pollution Control Agency

As the Responsible Unit of Government (RGU), the City of Rochester must decide whether the project has the potential for significant environmental effects and compare the impacts that may be expected to occur from the project with four criteria outlined in the rules (and listed below) and whether further environmental review is warranted.

This report acts as a record of the findings of fact made by the City and is a basis for the decision of a positive or negative declaration adopted by the City Council. If a negative declaration is made on the need for an EIS, then the City must notify all persons or agencies that originally received copies of the EAW. The Environmental Quality Board shall publish the decision in the EQB Monitor.

If a positive declaration is made, meaning an EIS must be prepared, then it should include the scope of what specific issues must be addressed in the EIS. A positive declaration shall also include the time, date, and location of the public meeting to discuss the scope of the EIS.

ENVIRONMENTAL ASSESSMENT WORKSHEET REVIEW CRITERIA

In deciding whether or not a project has the potential for significant environmental effects, the City must consider the following factors as outlined in Minnesota Rules 4410.1700 subpart 7:

A. Type, extent, and reversibility of environmental effects;

B. Cumulative potential effects. The RGU shall consider the following factors: whether viewed in connection with other contributions to the cumulative potential effect; the degree to which the project complies with approved mitigation measures specifically designed to address the cumulative potential effect; and the efforts of the proper to minimize the contributions from the project;

C. The extent to which the environmental effects are subject to mitigation by ongoing public regulatory authority. The RGU may rely only on mitigation measures that are specific and that can be reasonably expected to effectively mitigate the identified environmental impacts of the project; and

D. The extent to which environmental effects can be anticipated and controlled as a result of other available environmental studies undertaken by public agencies or the project proper, including other EISs.

FINDINGS OF FACT

The attached document titled Findings of Fact and Response to Comments was provided to the Community Development Department by the project's consultant, Bolton and Menk, and was reviewed by City teammates for accuracy and completeness. This document provides a complete list of comment responses and responses to the criteria lists in Minnesota Rules 4410.1700 subpart 7, as noted above.

Based on the Environmental Assessment Worksheet and related documentation for the Rochester Regional Sports & Recreation Complex EAW, the City Council (RGU) makes the following conclusions for this environmental review:

1. The Environmental Assessment Worksheet and related documentation for the Rochester Regional Sports & Recreation Complex project were prepared in compliance with the procedures of the Minnesota Environmental Policy Act and Minnesota Rules, parts 4410.1000 to 4410.1700. All requirements for the environmental review of the proposed project have been met.

2. The EAW has generated information that is adequate to determine whether the project has the potential for significant environmental effects.

3. Based on the criteria in Minnesota Rules, part 4410.1700, the project **does not** have the potential for significant environmental effects.

4. The RGU makes a Negative Declaration and does not require the preparation of an Environmental Impact Statement (EIS).

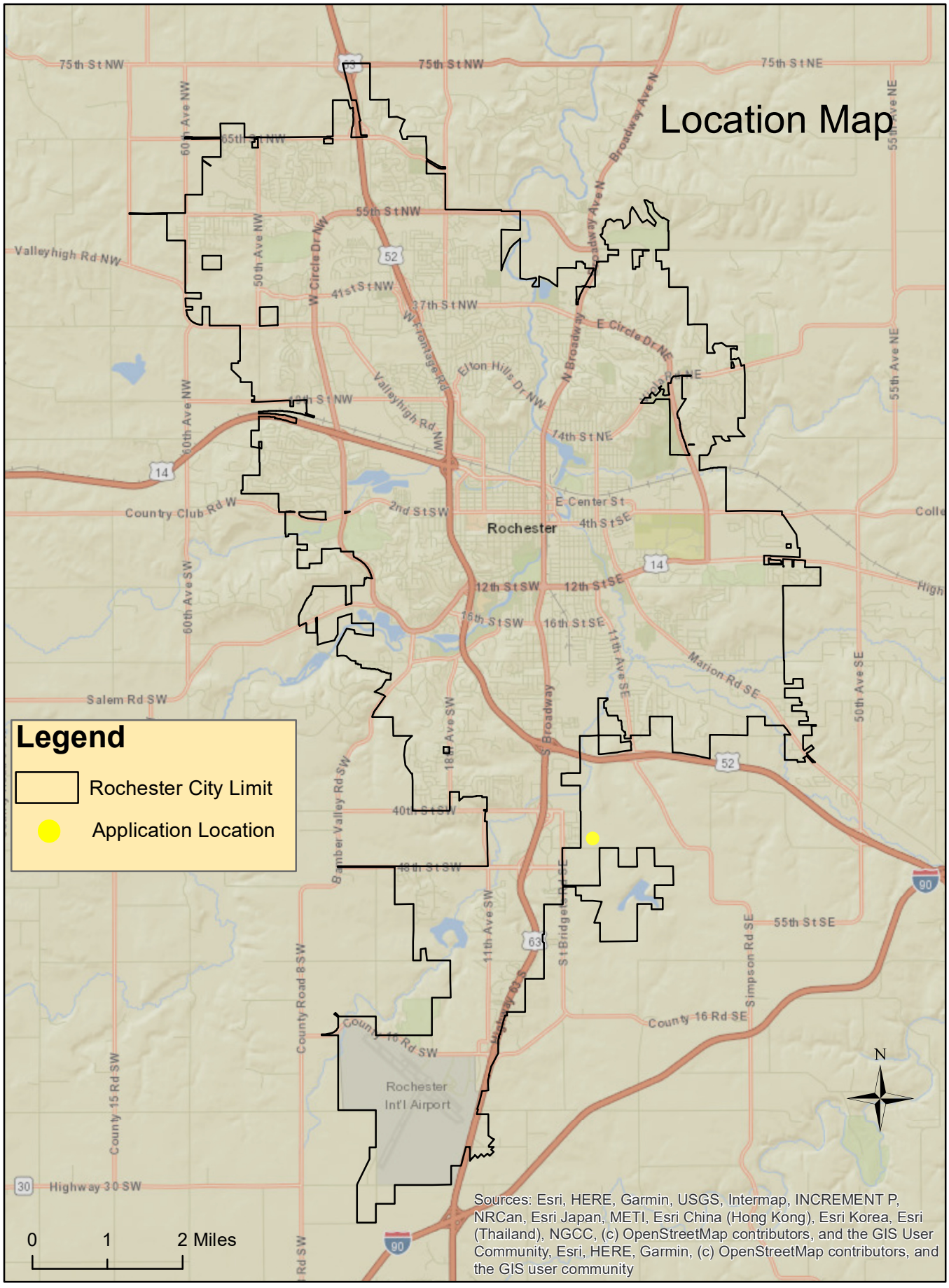
STAFF RECOMMENDATION

The Development Review Team recommends Council accept and approve the findings of fact of the Environmental Assessment Worksheet (EAW) as submitted.

By accepting and approving the EAW through the Consent Agenda, the Council agrees with the findings of the EAW as submitted and does not find that an Environmental Impact Statement (EIS) is required.

ATTACHMENTS

1. Site Location Map
2. Environmental Assessment Worksheet
3. Agency Comments
4. Findings of Fact and Conclusions
5. Resolution


Location Map
Legend
Rochester City Limit
Application Location
Rochester
Rochester Int'l Airport
75th St NW
75th St NE
55th St NW
55th St SE
Valleyhigh Rd NW
41st St NW
37th St NW
14th St NW
14th St NE
E Center St
2nd St SW
4th St SE
12th St SW
12th St SE
16th St SW
16th St SE
40th St SW
48th St SW
Country Club Rd W
Salem Rd SW
Marion Rd SE
County 16 Rd SW
County 16 Rd SE
County 15 Rd SW
County Road 8 SW
Highway 30 SW
60th Ave NW
50th Ave NW
55th Ave NE
50th Ave SE
60th Ave SW
18th Ave SW
11th Ave SW
11th Ave SE
Simpson Rd SE
W Circle Dr NW
E Circle Dr NE
N Broadway
S Broadway
Broadway Ave N
Valleyhigh Rd NW
Elton Hills Dr NW
W Frontage Rd
Amber Valley Rd SW
St Bridget Rd SE
Highway 63 S
14
52
63
90
30
N
0
1
2 Miles
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

Rochester Regional Sports & Recreation Center

Environmental Assessment Worksheet

City of Rochester, MN
December 2025

BOLTON & MENK
Real People. Real Solutions.

Submitted by:
Bolton & Menk, Inc.
1960 Premier Drive
Mankato, MN 56001
P: 507-625-4171
F: 507-625-4177

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Appendix A: Location

Appendix B: Wetland Delineation and Species Review

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Appendix E: Climate and Greenhouse Gas Analysis

Appendix F: Draft Traffic Impact Study

1. Project Title

Rochester Regional Sports & Recreation Center

2. Proposer

Organization: City of Rochester, MN

Contact Person: Zack Wood, CEM

Title: Manager of Facilities and Property Administration

Address: 201 4th Street SE

City, State, Zip: Rochester, MN 55904

Phone: Office: 507-328-2027 | Cell: 507-254-7870

Email: zwood@rochestermn.gov

3. Responsible Governmental Unit (RGU)

Organization: City of Rochester, MN

Contact Person: Desmond McGeough

Title: Principal Planner, Community Development

Address: 4001 West River Parkway NW, Suite 100

City, State, Zip: Rochester, MN 55901

Phone: 507-328-2600

Email: DMcGeough@rochestermn.gov

4. Reason for EAW Preparation

Required:	**Discretionary**
☐ EIS Scoping	☐ Citizen Petition
☒ Mandatory EAW	☐ RGU discretion
Subp. 34. **Sports or entertainment facilities.** For construction of a new sports or entertainment facility designed for or expected to accommodate a peak attendance of 5,000 or more persons, or the expansion of an existing sports or entertainment facility by this amount, the local governmental unit is the RGU. https://www.revisor.mn.gov/rules/4410.4300/#rule.4410.4300.34	☐ Proposer initiated

5. Project Location

County: Olmsted County

City/Township: Rochester

PLS Location (¼, ¼, Section, Township, Range): NE ¼ of the NW ¼ of Section 25 Township 106 North, Range 14 West

NW ¼ of the NE ¼ of Section 25, Township 106 North, Range 14 West

SE ¼ of the NW ¼ of Section 25, Township 106 North, Range 14 West

SW ¼ of the NE ¼ of Section 25, Township 106 North, Range 14 West

NE ¼ of the SW ¼ of Section 25, Township 106 North, Range 14 West

Watershed (81 major watershed scale): HUC 8 Major Watershed – Zumbro River. HUC 2 Watershed – Upper Mississippi

GPS Coordinates: 43.9602639, -92.4485414

Tax Parcel Number: Parcels - Composite: Land Parcel 642513089087; Parcels - Composite: Land Parcel 642532089091; Parcels - Composite: Land Parcel 642532089089

At a minimum, attach each of the following to the EAW:

- County map showing the general location of the project;
- U.S. Geological Survey 7.5 minute, 1:24,000 scale map indicating project boundaries (photocopyacceptable); and
- Site plans showing all significant project and natural features. Pre-construction site plan and post-construction site plan.
- List of data sources, models, and other resources (from the Item-by-Item Guidance: *Climate Adaptation and Resilience* or other) used for information about current Minnesota climate trends and how climate change is anticipated to affect the general location of the project duringthe life of the project (as detailed below in item 7. Climate Adaptation and Resilience).

6. Project Description

a) Provide the brief project summary to be published in the *EQB Monitor* (approximately 50 words).

The Rochester Regional Sports & Recreation Complex will transform 170 acres in Rochester, Minnesota, into a multi-phase outdoor and indoor facility with fields, courts, trails, and community spaces. Phase 1 includes turf fields and amenities; Phase 2 adds a large indoor center. Future plans support commercial and residential development.

b) Give a complete description of the proposed project and related new construction, including infrastructure needs. If the project is an expansion, include a description of the existing facility. Emphasize: 1) construction, operation methods, and features that will cause physical manipulation of the environment or will produce wastes, 2) modifications to existing equipmentor industrial processes, 3) significant demolition, removal, or remodeling of existing structures, and 4) timing and duration of construction activities

The Rochester Regional Sports & Recreation Complex is proposed for development in Section 25, Township 106 North, Range 14 West, in Rochester, Olmsted County, MN. The project will transform open land into a vibrant, multi-use outdoor recreation destination. Phase 1 of the development will include 8 synthetic turf baseball/softball fields, 2 soccer/multipurpose fields, 12 pickleball courts, a basketball court, a playground, outdoor gathering spaces, concessions and restroom facilities, and an intra-park trail system with a connection to the Willow Creek Trail. Parking accommodations will support approximately 800 vehicles, with primary access from 45th Street SE and secondary access from CSAH 47.

Phase 2 will expand the complex with a ~110,000+ square foot indoor facility featuring 8 basketball/volleyball courts, a walking/jogging track, multi-purpose community rooms, youth activity areas, all-sport simulators, concessions, administrative offices, and parking for an additional 500 vehicles. Three more soccer fields are also planned.

The overall concept plan includes designated areas for future commercial/retail development in the south quadrant and potential residential development in the northwest quadrant, supporting long-term growth and community integration.

The entire study area includes approximately 170 acres. The area has slopes, wetlands, trees, and other vegetation. The majority of the site was agricultural land. The northeast side of the site has the Willow Run running through it and is in a FEMA Floodplain.

No unusual construction methods are proposed with this project. Underground utilities will be constructed using open-cut methods. Site grading will be done with large construction equipment. Soil compaction over the entire area, except in designated infiltration areas, should be assumed. Vegetation will be turf grass and parks with mowed grass. Hardscape areas will be concrete, asphalt, or gravel.

Construction will require 4-6 months. Vegetation establishment may require a second summer until fully established.

Location map and concept located in appendix A.

c) Project magnitude:

Table 1: Project Magnitude

Description	Number
Total Project Acreage	170
Linear project length	n/a
Number and type of residential units	0
Residential building area (in square feet)	0
Commercial building area (in square feet)	0
Industrial building area (in square feet)	0
Institutional building area (in square feet)	~110,000
Other uses – specify (in square feet)	~23,000 Recreational Support Facilities
Structure height(s)	-

d) Explain the project purpose; if the project will be carried out by a governmental unit, explain theneed for the project and identify its beneficiaries.

The purpose of the project is to develop a comprehensive outdoor sports and recreation complex that enhances community access to athletic facilities, promotes healthy lifestyles, supports local and regional sporting events, and provides infrastructure for future residential, commercial, and

recreational development. The project is needed to provide a sports and recreation complex that addresses growing community demand for high-quality athletic facilities, supports regional sporting events, and enhances opportunities for outdoor and indoor recreation. It will also serve as a catalyst for future residential, commercial, and recreational development, promoting economic growth and community integration. The primary beneficiaries include local residents, youth and adult sports organizations, schools, and regional visitors who will use the facilities for tournaments, practices, and community events. Additional beneficiaries include local businesses and the broader regional economy through increased tourism, event hosting, and associated commercial development.

e) Are future stages of this development including development on any other property planned orlikely to happen? Ξ Yes □ No

If yes, briefly describe future stages, relationship to present project, timeline and plans forenvironmental review.

Future development on the property may include residential, commercial, retail, and additional recreation fields. This is mapped on the concept plan.

f) Is this project a subsequent stage of an earlier project? □Yes Ξ No

If yes, briefly describe the past development, timeline and any past environmental review.

7. Climate Adaptation and Resilience

a) Describe the climate trends in the general location of the project (see guidance: *Climate Adaptation and Resilience*) and how climate change is anticipated to affect that location duringthe life of the project.

According to the Minnesota Department of Natural Resources, Climate Trends, "Minnesota's climate already is changing rapidly and will continue to do so for the foreseeable future. Temperatures are increasing, especially in winter, and larger, more frequent extreme precipitation events are occurring. Substantial warming during winter and at night, increased precipitation, and heavier downpours have already affected our natural resources and how we interact with and use them. The decades ahead will bring even warmer winters and nights, and even larger rainfalls, along with the likelihood of increased summer heat and the potential for longer dry spells."

Climate trends for Olmsted County parallel the statewide overall trends for temperature and precipitation, indicating Minnesota's climate is becoming warmer and wetter. Exhibits 1 and 2 in **Appendix E**, generated from the *Minnesota Climate Explorer*[1] in June 2025, show the average annual temperatures and precipitation for Olmsted County, Minnesota, from 1895 to 2024. From 1895 to 2024, Olmsted County experienced an average increase of 0.19 degrees Fahrenheit per decade and an average precipitation increase of 0.55 inches per decade.

The Palmer Drought Severity Index (PDSI)[2] utilizes temperature and precipitation data to estimate relative soil moisture conditions and serve as an indicator of long-term drought conditions. The index ranges from -5 to +5 indicating dry and wet conditions, respectively. PDSI values are reported on a monthly basis. Exhibit 3 in **Appendix E**. shows historic PDSI values for the month of June from 1895 to 2024 for Olmsted County, which indicates an increase of 0.24 per decade.

[1] https://climate-explorer.dnr.state.mn.us/main/historical
[2] https://climate-explorer.dnr.state.mn.us/main/historical

Generally, the PSDI historical data indicates that the region is experiencing a wetter climate.

Projected climate trends[3] indicate that temperatures within the County will continue to increase. Exhibit 4 illustrates projected temperatures for the County. Several climate models are shown in the projected temperature analysis. The model mean, shown in dark blue, illustrates the average of all models included in the analysis. Exhibit 4 in **Appendix E** shows the modeled present condition, mid-century (2040-2059) at Representative concentration Pathway (RCP) 4.5, late-century (2080-2099) at RCP 4.5, and late-century (2080-2099) at RCP 8.5. RCP is a greenhouse gas concentration scenario used by the Intergovernmental Panel on Climate Change in the fifth assessment report. RCP 4.5 is an intermediate scenario in which emissions decline after peaking around 2040 and RCP 8.5 represents a worst-case scenario in which emissions continue rising through the 21st century. Under the RCP 4.5 scenario, the annual temperature is anticipated to increase within the County from a modeled present mean of 45.49°F (1980-1999) to a mid-century (2040-2059) model mean of 48.01°F and a late-century (2080-2099) model mean of 50.32°F. Under the RCP 8.5 worst-case scenario, the County would experience a late-century (2080-2099) model mean temperature of 53.94°F. Projected climate trends indicate that temperatures within the County will continue to increase.

Exhibit 5 in **Appendix E** presents the projected average annual precipitation[4] for Olmsted County. Under the RCP 4.5 scenario, the annual precipitation is anticipated to increase within the County from a modeled present mean of 33.90 inches (1980-1999) to a mid-century (2040-2059) model mean of 32.74 inches and a late-century (2080-2099) model mean of 33.60 inches. Under the RCP 8.5 worst-case scenario, the County would experience a late-century (2080-2099) model mean precipitation of 35.51 inches.

According to the Federal Emergency Management Agency (FEMA) *National Risk Index for Natural Hazards,* which illustrates the U.S. communities most at risk for 18 types of natural hazards, overall, Olmsted County, Minnesota is rated relatively low compared to the rest of the U.S. This rating is based on a relatively low expected annual loss rating, a relatively low social vulnerability rating, and a very high community resilience rating.

Thirteen of eighteen hazard types contribute to the expected annual loss for Olmsted County, Minnesota. Three hazard types are rated relatively high risk (cold wave, tornado, winter weather); six hazard types are rated relatively moderate risk (hail, heat wave, landslide, lightning, riverine flooding, strong wind); and two hazard types are rated very low risk (earthquake, wildfire).

The Social Vulnerability for each type of hazard is rated relatively low, which means social groups in Olmsted County, Minnesota have a relatively low susceptibility to the adverse impacts of natural hazards when compared to the rest of the U.S. The Community Resilience for each type of hazard is rated very high, which means communities in Olmsted County, Minnesota have a very high ability to prepare for anticipated natural hazards, adapt to changing conditions, and withstand and recover rapidly from disruptions compared to the rest of the U.S. The expected loss each year due to natural hazards in Olmsted County, Minnesota is relatively low. FEMA National Risk Index[5] and supporting documents are located in **Appendix E**.

b) For each Resource Category in the table below: Describe how the project's proposed activitiesand how the project's design will interact with those climate trends. Describe proposed adaptations to address the project effects identified.

[3] https://climate-explorer.dnr.state.mn.us/main/historical
[4] https://climate-explorer.dnr.state.mn.us/main/historical
[5] https://hazards.fema.gov/nri/map

Table 2: Climate Risks and Adaptations

Resource Category	Climate Considerations	Project Information	
		Climate Change Risks and Vulnerabilities	Adaptations
Project Design	The design and material choices in building architecture, along with site planning, can influence the surrounding environment. This includes altering climate zones, affecting temperature patterns, and increasing the likelihood of prolonged heat waves.	Climate change risks and vulnerabilities identified include: higher rainfall which may result in more localized flooding due to planned impervious surface; certain building construction materials such as dark roofing materials, as well as increased impervious surfaces, absorb heat during the day and radiate it at night, which increases the urban heat island effect and amplifies the warming temperatures of climate change.	• Promote increasing vegetation by planting trees and creating green spaces where feasible. • Encourage the use of light roofing materials and pavement to minimize heat absorption.
Land Use	No critical facilities are proposed, including those essential for public health and safety, those storing hazardous materials, or those housing occupants with limited mobility.	Climate change risks and vulnerabilities identified include: higher rainfall which may result in more localized flooding due to planned impervious surface; and conversion of agricultural land to the sports complex increases impervious surface.	• Elevate critical infrastructure (e.g., electrical systems, restrooms) above projected flood levels and incorporate flood-tolerant landscaping near Willow Run and FEMA floodplain areas.
Water Resources	No critical facilities related to water supply or treatment are proposed. Municipal water and wastewater systems will be used.	Increased rainfall and storm intensity may lead to localized flooding and higher runoff volumes; potential impacts to Willow Run (impaired water) and wetlands; risk to calcareous fen hydrology if excavation or groundwater changes occur.	• Maintain coordination with DNR to protect fen hydrology; avoid deep excavation near fen. • Elevate critical water infrastructure above flood levels.
Contamination/ Hazardous Materials/ Wastes	Current climate trends in Minnesota and anticipated climate changes in the project's vicinity may affect the environmental impact of generating, using, and storing hazardous waste and materials.	No hazardous waste is expected to be generated, used, or stored throughout the life of the project. Any waste generated during construction will be stored in marked containers in accordance	N/A

		with applicable laws and subsequently disposed of at licensed facilities.	
Fish, wildlife, plant communities, and sensitive ecological resources (rare features)	No facilities housing sensitive species are proposed; however, a calcareous fen with a threatened plant species (Edible valerian) exists nearby.	Climate change may alter groundwater hydrology supporting the fen; increased stormwater runoff could affect fen water quality; habitat fragmentation from development may stress species.	• Maintain natural groundwater flow by limiting excavation depth and avoiding dewatering. • Implement erosion and sediment control to prevent runoff into fen.

8. Cover Types

Estimate the acreage of the site with each of the following cover types before and after development:

Table 3: Cover Types

Cover Types	Estimate Before(acres)	Estimate After (acres)
Wetlands and shallow lakes (<2 meters deep)	7.29	0
Deep lakes (>2 meters deep)	0	0
Wooded/forest	1.3	0.3
Rivers/streams	0	0
Brush/Grassland	29	0
Cropland	130.41	0
Livestock rangeland/pastureland	0	0
Lawn/landscaping	0	117.08
Green infrastructure TOTAL (from table below*)	0	0
Impervious surface	2	50.52
Stormwater Pond (wet sedimentation basin)	0	2.1
Other (describe)	0	0
TOTAL	170	170

*Wetlands acreage generated from delineation. Remaining acreage generated from MNDNR USDA Cover types (minus wetlands).

Green Infrastructure*	Before (acreage)	After (acreage)
Constructed infiltration systems (infiltration basins/infiltration trenches/ rainwater gardens/bioretention areas without underdrains/swales with impermeable check dams)	0	0
Constructed tree trenches and tree boxes	0	0
Constructed wetlands	0	0
Constructed green roofs	0	0
Constructed permeable pavements	0	0
Other (describe)	0	0
TOTAL*	0	0

Trees	Percent	Number
Percent tree canopy removed or number of mature trees removed during development	0	1 acre
Number of new trees planted	0	0

9. Permits and approvals required

List all known local, state and federal permits, approvals, certifications and financial assistance for the project. Include modifications of any existing permits, governmental review of plans and all direct and indirect forms of public financial assistance including bond guarantees, Tax Increment Financing and infrastructure. *All of these final decisions are prohibiteduntil all appropriate environmental review has been completed. See Minnesota Rules, Chapter 4410.3100.*

Table 4: Permits and Approvals Required

Unit of Government	Type of Application	Status
City of Rochester – Planning	Site Development Plan (SDP)	To be applied for
	Floodplain Development Permit	To be applied for
	Shoreland Protection Permit	To be applied for
	Major/Final Plat	To be applied for
	Conditional Use Permit (CUP) or ReZoning	To be applied for
City of Rochester – Public Works	Stormwater Management Review	To be applied for
	ROW/Excavation Permits	To be applied for
City – Building Safety	Building Permit	To be applied for
Rochester Public Utilities	Utility Coordination and plumbing permit	To be applied for
Olmsted County Public Works	Access Permit (CSAH 47)	To be applied for
Olmsted County (Wetland Conservation Act Local Government Unit)	Wetlands	To be applied for
Minnesota Pollution Control Agency (MPCA)	NPDES Construction Stormwater Permit	To be applied for
Minnesota Department of Natural Resources	Wetland Permit	To be applied for

Unit of Government	Type of Application	Status
U.S. Army Corp of Engineers	Individual Permit for Wetlands	To be applied for

Cumulative potential effects may be considered and addressed in response to individual EAW Item Nos.10-20, or the RGU can address all cumulative potential effects in response to EAW Item No.22. If addressing cumulative effect under individual items, make sure to include information requested in EAW Item No. 21.

10. Land Use

a) Describe:

i. Existing land use of the site as well as areas adjacent to and near the site, including parksand open space, cemeteries, trails, prime or unique farmlands.

The entire project area includes approximately 170 acres. The area has slopes, wetlands, trees, and other vegetation. The majority of the site was agricultural land. The northeast side of the site has an unnamed creek running through it and is in a FEMA Floodplain.

Adjacent land uses include open space, residential neighborhoods, and trail corridors such as the Willow Creek Trail. There are no cemeteries or designated prime or unique farmlands within the immediate vicinity. The site's transition from agricultural to recreational use reflects broader regional development trends.

ii. Plans. Describe planned land use as identified in comprehensive plan (if available) and anyother applicable plan for land use, water, or resources management by a local, regional, state, or federal agency.

According to the comprehensive plan, the land use is Medium Density Residential and Mixed-Use Transit Supportive Corridors.

The proposed recreational complex aligns with the Mixed-Use Transit Supportive Corridors designation by promoting community access, active transportation, and public amenities. The project also supports regional goals for health, equity, and sustainable land use.

iii. Zoning, including special districts or overlays such as shoreland, floodplain, wild and scenicrivers, critical area, agricultural preserves, etc.

According to Rochester Community Development, the land is not zoned yet. No shoreland, wild and scenic river, critical area, or agricultural preserve overlays apply to the site.

iv. If any critical facilities (i.e., facilities necessary for public health and safety, those storing hazardous materials, or those with housing occupants who may be insufficiently mobile) are proposed in floodplain areas and other areas identified as at risk for localized flooding, describe the risk potential considering changing precipitation and event intensity.

No critical facilities are nearby. The proposed recreational facilities are not classified as critical infrastructure. Floodplain areas will be avoided or mitigated through appropriate site design, grading, and stormwater management practices to reduce risk from changing precipitation patterns and localized flooding.

b) Discuss the project's compatibility with nearby land uses, zoning, and plans listed in Item 9a

above, concentrating on implications for environmental effects.

The project is being proposed by the City of Rochester and aligns with the City's planning objectives. The land will be zoned for recreational use to support the development of community-focused sports and recreation facilities.

This use is compatible with adjacent residential and open space areas and supports the goals of the comprehensive plan. Environmental effects will be mitigated through thoughtful site design, preservation of natural features, and integration with existing trail systems.

c) Identify measures incorporated into the proposed project to mitigate any potential incompatibility as discussed in Item 10b above and any risk potential.

The city will utilize the appropriate zoning regulations. Specific mitigation measures include preserving and enhancing natural features such as wetlands and tree cover; designing stormwater infrastructure to manage runoff and protect water quality; and coordinating with local and state agencies to ensure compliance with floodplain and wetland regulations. These actions will help ensure compatibility with surrounding land uses and minimize environmental risks.

11. Geology, soils and topography/landforms

a) Geology - Describe the geology underlying the project area and identify and map any susceptiblegeologic features such as sinkholes, shallow limestone formations, unconfined/shallow aquifers, or karst conditions. Discuss any limitations of these features for the project and any effects the project could have on these features. Identify any project designs or mitigation measures to address effects to geologic features.

According to C-49, Geologic Atlas of Olmsted County, Minnesota[6], the project location has a surficial geology[7] of gravelly sand with minor silt and clay beds—Generally coarsens to cobbly gravel locally and may be capped by loamy, fine-grained sand. Present as terraces above modern rivers, deposited during higher stages of flow. Sediments deposited during the Quaternary Period dominate the surficial geology of Olmsted County. This period, which began about 2.6 million years ago and extends to the present, is characterized by repeated advances of the Laurentide Ice Sheet into Minnesota. During these glacial advances, ice flowed into the state from four different source areas: the central-northwest Winnipeg provenance, the northwest Riding Mountain provenance, the central-northeast Rainy provenance, and the northeast Superior provenance. As ice advanced from these source areas, it incorporated different types of rocks and deposited glacial sediments with distinct lithologic compositions, which are indicative of the provenance from where the ice originated. However, by the time it reached southeastern Minnesota, ice from the four source areas had flowed along similar paths for hundreds of miles. As the ice flowed, it incorporated additional rocks that diluted the distinct lithologic composition of the provenance from where it originated. Therefore, glacial deposits in southeastern Minnesota tend to have less diagnostic lithologic compositions than deposits in central or northern Minnesota.

The site has a bedrock geology[8] of the St. Peter Sandstone (Middle to Lower Ordovician)—Fine- to medium-grained, whitish tan, quartzose sandstone. The sandstone is generally structureless, and less commonly shows subtle cross stratification. The uppermost few feet are commonly iron-crusted and burrowed. The St. Peter Sandstone is generally 80 to 100 feet (24 to 30 meters) thick. The Paleozoic rocks of Olmsted County unconformably overlie the Precambrian bedrock. They are

[6] https://conservancy.umn.edu/items/9b67304f-5129-4a85-8792-32f07e76dcd3
[7] https://conservancy.umn.edu/bitstreams/4b0fde73-d129-4311-9d15-daa59d2da3c7/download
[8] https://conservancy.umn.edu/bitstreams/b921b028-2065-4ec1-9e62-365175577b8c/download

characterized by relatively thin, widespread layers of sandstone, shale, and carbonate deposited in shallow seas during the Cambrian and Ordovician Periods of the Paleozoic Era, from about 500 to 445 million years ago. The older, Cambrian-age formations are dominated by siliciclastic sedimentary rock including sandstone and siltstone with minor shale, such as the Jordan Sandstone. Carbonate rock is present only as relatively thin layers within these units. Ordovician-age formations, in contrast, are dominated by thicker units of carbonate rock with less sandstone and shale, such as the Oneota Dolomite and Shakopee Formation of the Prairie du Chien Group. Where carbonate rock and silica-rich (quartzose) sandstone are near the land surface (within 50 feet), they are considered an economically viable geologic resource. Much of Olmsted County has bedrock within 50 feet of the land surface, making it rich in aggregate resources.

The Minnesota DNR Karst Feature Inventory[9] does not show any Karst features in project locations.

b) Soils and topography - Describe the soils on the site, giving NRCS (SCS) classifications and descriptions, including limitations of soils. Describe topography, any special site conditions relating to erosion potential, soil stability or other soils limitations, such as steep slopes, and highlypermeable soils. Provide estimated volume and acreage of soil excavation and/or grading. Discuss impacts from project activities (distinguish between construction and operational activities) related to soils and topography. Identify measures during and after project construction to address soil limitations including stabilization, soil corrections or other measures. Erosion/sedimentation control related to stormwater runoff should be addressed inresponse to Item 12.b.ii.

- NOTE: For silica sand projects, the EAW must include a hydrogeologic investigation assessing the potential groundwater and surface water effects and geologic conditions that could create an increased risk of potentially significant effects on groundwater and surface water. Descriptions of water resources and potential effects from the project in EAW Item 12 must be consistent with thegeology, soils and topography/landforms and potential effects described in EAW Item 11.

[9] https://arcgis.dnr.state.mn.us/portal/apps/webappviewer/index.html?id=9df792d8f86546f2aafc98b3e31adb62

Table 5: Soils

Map Unit Symbol	Map Unit Name	Hydrologic Group*	Wind Erodibility Group (WEG)	Acres	% of Project Area
30B	Kenyon loam, 2 to 5 percent slopes	C	6	25.3	15.0%
99B	Racine loam, 2 to 5 percent slopes	C	5	4.5	2.7%
99C	Racine silt loam, 6 to 12 percent slopes	C	6	2.3	1.4%
176	Garwin silty clay loam	B/D	6	14.4	8.5%
309C	Schapville silty clay loam, 6 to 12 percent slopes	D	6	11.7	6.9%
312B	Shullsburg silt loam, 2 to 6 percent slopes	C/D	6	30.8	18.2%
312C	Shullsburg silt loam, 6 to 12 percent slopes	D	6	2.6	1.6%
467	Sawmill silty clay loam	B/D	6	8.6	5.0%
468	Otter silt loam, channeled	B/D	6	11.8	7.0%

Map Unit Symbol	Map Unit Name	Hydrologic Group*	Wind Erodibility Group (WEG)	Acres	% of Project Area
472C	Channahon loam, 6 to 12 percent slopes	D	6	0	0.0%
474B	Haverhill silty clay loam, 1 to 8 percent slopes	D	6	4.4	2.6%
477B	Littleton silt loam, 1 to 4 percent slopes	B/D	6	0.5	0.3%
479	Floyd silt loam, 1 to 4 percent slopes	B/D	6	5.4	3.2%
483A	Waukee loam, 0 to 2 percent slopes	B	6	4.6	2.7%
483B	Waukee loam, 2 to 5 percent slopes	B	6	0	0.0%
485	Lawler loam	B/D	6	16	9.4%
487	Hoopeston sandy loam	A/D	3	3.9	2.3%
516B	Dowagiac silt loam, 2 to 6 percent slopes	B	5	3.7	2.2%
516C	Dowagiac sandy loam, 6 to 12 percent slopes	B	3	4.6	2.7%

Map Unit Symbol	Map Unit Name	Hydrologic Group*	Wind Erodibility Group (WEG)	Acres	% of Project Area
M511A	Readlyn silt loam, 1 to 3 percent slopes	C/D	6	10.4	6.1%
M517A	Clyde silty clay loam, 0 to 3 percent slopes	C/D	6	2.3	1.3%
N150E	Brodale channery loam, deep, 20 to 30 percent slopes	B	5	1.5	0.9%

***Note:** Hydrologic Soil Group (HSG) values are reported as shown in the USDA NRCS Web Soil Survey. Some map units have dual classifications (e.g., B/D, C/D), which indicate drained and undrained conditions. Agricultural practices may have modified portions of the site, potentially resulting in drained conditions. This analysis does not adjust classifications from the official NRCS data.

The soils in the United States are assigned to four groups (A, B, C, and D) and three dual classes (A/D, B/D, and C/D). The groups are defined as follows:

Group A. Soils having a high infiltration rate (low runoff potential) when thoroughly wet. These consist mainly of deep, well drained to excessively drained sands or gravelly sands. These soils have a high rate of water transmission. The majority of the soil in the project is in this group.

Group B. Soils having a moderate infiltration rate when thoroughly wet. These consist chiefly of moderately deep or deep, moderately well drained or well drained soils that have moderately fine texture to moderately coarse texture. These soils have a moderate rate of water transmission.

Group C. Soils having a slow infiltration rate when thoroughly wet. These consist chiefly of soils having a layer that impedes the downward movement of water or soils of moderately fine texture or fine texture. These soils have a slow rate of water transmission.

Group D. Soils having a very slow infiltration rate (high runoff potential) when thoroughly wet. These consist chiefly of clays that have a high shrink-swell potential, soils that have a high-water table, soils that have a claypan or clay layer at or near the surface, and soils that are shallow over nearly impervious material. These soils have a very slow rate of water transmission.

If a soil is assigned to a dual hydrologic group (A/D, B/D, or C/D), the first letter is for drained areas and the second is for undrained areas. Only the soils that in their natural condition are in group D are assigned to dual classes.

A wind erodibility group (WEG) consists of soils that have similar properties affecting their susceptibility to wind erosion in cultivated areas. The soils assigned to group 1 are the most susceptible to wind erosion, and those assigned to group 8 are the least susceptible.

Soils in project areas have mostly Group C and D soil types, which have high runoff potential. Erosion control best management practices will be used during site construction. The majority of project areas have a WEG of 5 or 6, meaning they have moderately low susceptibility to wind erosion.

12. Water resources

a) Describe surface water and groundwater features on or near the site in a.i. and a.ii. below.

i. Surface water - lakes, streams, wetlands, intermittent channels, and county/judicial ditches.Include any special designations such as public waters, shoreland classification and floodway/floodplain, trout stream/lake, wildlife lakes, migratory waterfowl feeding/resting lake, and outstanding resource value water. Include the presence of aquatic invasive speciesand the water quality impairments or special designations listed on the current MPCA 303d Impaired Waters List that are within 1 mile of the project. Include DNR Public Waters Inventory number(s), if any.

The closest waterbody is the Willow Run (KITTLE IDs: M-034-073-001-001, MAJ-070414803), located within the northeast portion of the project area. The creek is shown as impaired by the MPCA. No work is proposed in the creek itself, or its banks. An aquatic resource delineation (in appendix B) was conducted to review the presence of wetlands onsite. Three wetlands were found, totaling 5.98 acres. Wetlands located north of county road 101 are finalized and approved. The wetland delineation review for the wetland south of county road 101 determined that there was one wetland totaling 0.58 acres on this portion of the study area. The wetlands are of the fresh (wet) meadow (saturated soils) and shallow marsh (inundated water above soil) designation. Weland delineation reports are found in Appendix B.

The Marion 30, a Calcareous Fen was identified east of the project footprint and Willow Run.

ii. Groundwater – aquifers, springs, seeps. Include: 1) depth to groundwater; 2) if project is within a MDH wellhead protection area; 3) identification of any onsite and/or nearby wells,including unique numbers and well logs if available. If there are no wells known on site or nearby, explain the methodology used to determine this.

Depth to groundwater, according to the Minnesota Natural Resource Atlas[10] is 0-10 ft across the majority of the study area. According to the USDA Web Soil Survey[11], depth to the water table varies from 0 feet to 6.5 feet. The project is not located in a MDH Wellhead Protection Area or a Drinking Water Supply Management Area. According to the Minnesota Well Index[12], there are three sealed monitor wells in the same section, township, and range as the project area. The unique well IDs are 0000501769, 0000623359, and 0000692905. Well logs are attached. The project location is over 150 miles from the only sole source aquifer in Minnesota, the Mille Lacs Sole Source Aquifer SSA.

According to MN DNR, A calcareous fen (Marion 30, FenID# 8274) was documented in the vicinity of the proposed project. Edible valerian (Valeriana edulis var. ciliata), a state-listed threatened

[10] https://mnatlas.org/gis-tool/
[11] https://websoilsurvey.nrcs.usda.gov/app/
[12] https://mnwellindex.web.health.state.mn.us/mwi/

plant species, has been documented within the fen. A calcareous fen is a rare and distinctive peat-accumulating wetland that is legally protected in Minnesota. The Wetlands Conservation Act (WCA), authorized by Minnesota Statutes, section 103G.223, states that calcareous fens may not be filled, drained, or otherwise degraded, wholly or partially, by any activity, except as provided for in a management plan approved by the commissioner of the Department of Natural Resources. Many of the unique characteristics of calcareous fens result from the upwelling of groundwater through calcareous substrates. Because of this dependence on groundwater hydrology, calcareous fens can be affected by nearby activities or even those several miles away. The NHIS letter can be found in Appendix B.

Calcareous fens may be impacted by activities within the fen, activities that affect surface water flows (e.g., stormwater flow, erosion), or activities that affect groundwater hydrology (e.g., groundwater pumping, contamination, discharge, or excavation). To ensure compliance under WCA, coordination with the state's Calcareous Fen Coordinator, Keylor Andrews, occurred.

Keylor informed the project team that the Marion Fen is hydrologically supported from the east. Unless excavation activities extend to a depth of 100 feet or more, the proposed actions are not expected to affect the fen. However, if any widening of County Road 101 occurs east of the stream, there is potential for impact to the fen. Coordination is found in Appendix B.

b) Describe effects from project activities on water resources and measures to minimize or mitigatethe effects in Item b.i. through Item b.iv. below.

i. Wastewater - For each of the following, describe the sources, quantities and composition of all sanitary, municipal/domestic and industrial wastewater produced or treated at the site.

1) If the wastewater discharge is to a publicly owned treatment facility, identify any pretreatment measures and the ability of the facility to handle the added water andwaste loadings, including any effects on, or required expansion of, municipal wastewater infrastructure.

The project will connect to the municipal wastewater collection system and discharge to the Rochester Water Reclamation Plant (WRP). The WRP currently treats approximately 12.5 MGD (average), is rated at 23.9 MGD (max month), and 48 MGD (peak hydraulic). The project's estimated average flow is approximately 0.1 MGD. Assuming a peaking factor of 2.5 for high attendance days, such as a tournament, would still remain a de minimis relative to the WRA capacity. No WRP expansion is required due to this project. 1

Grease interceptors sized per code, implementing a food waste management plan to minimize solids in the waste stream, and low-flow plumbing fixtures and water-efficient equipment will reduce sanitary waste generation and ensure it maintains domestic strength suitable for discharge to the municipal system.

2) If the wastewater discharge is to a subsurface sewage treatment systems (SSTS), describe the system used, the design flow, and suitability of site conditions for sucha system. If septic systems are part of the project, describe the availability of septage disposal options within the region to handle the ongoing amounts generated as a result of the project. Consider the effects of current Minnesota climate trends and anticipated changes in rainfall frequency, intensity and amount with this discussion.

Not applicable. Wastewater will be discharged to the municipal wastewater system.

3) If the wastewater discharge is to surface water, identify the wastewater treatment methods and identify discharge points and proposed effluent limitations to mitigateimpacts. Discuss any effects to surface or groundwater from wastewater discharges,taking into consideration how current Minnesota climate trends and anticipated climate change in the general location of the project may influence the effects.

Not applicable. Wastewater will be discharged to the municipal wastewater system.

ii. Stormwater - Describe changes in surface hydrology resulting from change of land cover. Describe the routes and receiving water bodies for runoff from the project site (major downstream water bodies as well as the immediate receiving waters). Discuss environmental effects from stormwater discharges on receiving waters post construction including how the project will affect runoff volume, discharge rate and change in pollutants.Consider the effects of current Minnesota climate trends and anticipated changes in rainfall frequency, intensity and amount with this discussion. For projects requiring NPDES/SDS Construction Stormwater permit coverage, state the total number of acres that will be disturbed by the project and describe the stormwater pollution prevention plan (SWPPP), including specific best management practices to address soil erosion and sedimentation during and after project construction. Discuss permanent stormwater management plans, including methods of achieving volume reduction to restore or maintain the natural hydrology of the site using green infrastructure practices or other stormwater management practices. Identify any receiving waters that have construction-related water impairments orare classified as special as defined in the Construction Stormwater permit. Describe additional requirements for special and/or impaired waters.

Stormwater management facilities will be constructed on the northwest portion of the project area. These basins will total about 2.1 acres. The storm basins will provide both water quality and water volume treatment. Storm basins will be designed following the guidance in the Minnesota Stormwater Manual.[13] The design will also meet the requirements of the Minnesota Construction Stormwater General Permit[14] and will comply with city engineering standards and ordinances adopted to meet MS4 Phase II requirements. Site stormwater currently sheet flows to Willow Run. Willow Run is impaired but there are no approved Total Maximum Daily Limits (TMDL) approved for this waterbody. Willow Run is listed as impaired for biological integrity based on benthic macroinvertebrate and fish bioassessments, which reflect overall ecological health rather than a specific pollutant.

The project will convert approximately 170 acres of agricultural land to a mix of impervious surfaces (parking lots, buildings, paved trails) and turf areas, resulting in significant changes to surface hydrology. Increased impervious cover will reduce infiltration and increase runoff volume and peak discharge rates compared to pre-development conditions.

Stormwater will be routed through a network of conveyances to on-site stormwater management basins. These basins will provide water quality treatment and volume control before discharging.

[13] https://stormwater.pca.state.mn.us/index.php?title=Main_Page
[14] https://www.pca.state.mn.us/business-with-us/construction-stormwater

Willow Run is the immediate receiving waterbody. Willow Run is impaired for biological integrity based on benthic macroinvertebrate and fish bioassessments, which reflect overall ecological health rather than a specific pollutant. Downstream waters include tributaries to the Zumbro River.

Post-construction, runoff volume and discharge rates will increase due to added impervious surfaces; however, permanent BMPs will mitigate these effects. Stormwater basins are designed to meet water quality standards and provide volume reduction through infiltration where feasible. Pollutants of concern include sediment, nutrients, and hydrocarbons from paved areas. Climate change considerations—such as increased rainfall frequency and intensity—are incorporated by elevating critical water infrastructure above flood levels.

Approximately 170 acres will be disturbed during construction, requiring NPDES/SDS Construction Stormwater permit coverage. A Stormwater Pollution Prevention Plan (SWPPP) will be implemented, including BMPs such as silt fences, inlet protection, temporary sediment basins, erosion control blankets, and rapid stabilization of disturbed soils to minimize erosion and sedimentation during and after construction.

Permanent stormwater management will include stormwater basins sized for water quality and volume control, and infiltration areas. These measures will achieve volume reduction to the maximum extent practicable and comply with city engineering standards and ordinances adopted to meet MS4 Phase II requirements.

iii. Water appropriation - Describe if the project proposes to appropriate surface or groundwater (including dewatering). Describe the source, quantity, duration, use and purpose of the water use and if a DNR water appropriation permit is required. Describe anywell abandonment. If connecting to an existing municipal water supply, identify the wells tobe used as a water source and any effects on, or required expansion of, municipal water infrastructure. Discuss environmental effects from water appropriation, including an assessment of the water resources available for appropriation. Discuss how the proposed water use is resilient in the event of changes in total precipitation, large precipitation events, drought, increased temperatures, variable surface water flows and elevations, and longer growing seasons. Identify any measures to avoid, minimize, or mitigate environmental effects from the water appropriation. Describe contingency plans should theappropriation volume increase beyond infrastructure capacity or water supply for the project diminish in quantity or quality, such as reuse of water, connections with another water source, or emergency connections.

The project does not propose water appropriation. Dewatering is not expected. If dewatering becomes necessary, a dewatering plan will be developed, proper permits will be obtained, before any pumping takes place.

The proposed site is served by both the Main Level Pressure System and the St. Bridget Intermediate Level Pressure System. The Main Level is available via an existing 8” water main stub at the end of Orchid Rd SE. The St. Bridget Intermediate Level Pressure System is available via an existing 12” water main stub at the end of Boulder Rd SE. The Main Level can only serve up to elevation 1075’ where the static pressure will be 40 to 44 psi. Areas served by the St. Bridget Intermediate Level will have static pressures ranging from 74 to 102 psi using existing ground elevations of 1054’ to 1110’. The St. Bridget Intermediate Level is fed from the wells in the Main Level via a booster station and also contains one water storage facility. The Main Level has 22

municipal wells and eight water storage facilities. These wells draw from four different aquifers – Shakopee, Jordan, Tunnel City, and Wonewoc. The two systems combined have an excess capacity of approximately 0.80 MGD. This capacity is sufficient to meet the project's domestic water and irrigation needs without requiring additional wells or storage facilities. The total proposed peak demand, including irrigation, will be calculated to confirm that the infrastructure can support both existing and future development, and the city has indicated that no system upgrades are anticipated.

iv. Surface Waters

a) Wetlands - Describe any anticipated physical effects or alterations to wetland features such as draining, filling, permanent inundation, dredging and vegetative removal. Discuss direct and indirect environmental effects from physical modification of wetlands, including the anticipated effects that any proposed wetland alterations may have to the host watershed, taking into consideration how current Minnesota climate trends and anticipated climate change in the general location of the project may influence the effects. Identify measures to avoid (e.g., available alternatives that were considered), minimize, or mitigate environmental effects to wetlands. Discuss whether any required compensatory wetland mitigation for unavoidable wetland impacts will occur in the same minor or major watershed and identify those probable locations.

Wetland impacts total 5.98 acres, exceeding the general permit threshold (0.5–2 acres) and requiring an individual permit from the U.S. Army Corps of Engineers along with MPCA water quality certification. Mitigation will likely occur through wetland credits.

b) Other surface waters- Describe any anticipated physical effects or alterations to surface water features (lakes, streams, ponds, intermittent channels, county/judicialditches) such as draining, filling, permanent inundation, dredging, diking, stream diversion, impoundment, aquatic plant removal and riparian alteration. Discuss direct and indirect environmental effects from physical modification of water features, taking into consideration how current Minnesota climate trends and anticipated climate change in the general location of the project may influence the effects. Identify measures to avoid, minimize, or mitigate environmental effects to surface water features, including in-water Best Management Practices that are proposed to avoid or minimize turbidity/sedimentation while physically altering thewater features. Discuss how the project will change the number or type of watercraft on any water body, including current and projected watercraft usage.

No impacts are expected for Willow Run (KITTLE IDs: M-034-073-001-001, MAJ-070414803) located within the northeast portion of the project area.

13. Contamination/Hazardous Materials/Wastes:

a) Pre-project site conditions - Describe existing contamination or potential environmental hazardson or in close proximity to the project site such as soil or ground water contamination, abandoned dumps, closed landfills, existing or abandoned storage tanks, and hazardous liquid or gas pipelines. Discuss any potential environmental effects from pre-project site conditions that would be caused or exacerbated by project construction and operation. Identify measures to avoid, minimize or mitigate adverse effects from existing contamination or potential environmental hazards. Include development of a Contingency Plan or Response Action Plan.

According to MPCA's What's In My Neighborhood database, there are no known contaminated sites within the project boundaries (Appendix D). There are 14 sites within approximately one mile of the project area. These include a mix of closed and active sites, but none are expected to pose a risk to the proposed development. It is not expected that the project impacts or is impacted by these sites.

b) Project related generation/storage of solid wastes - Describe solid wastes generated/stored during construction and/or operation of the project. Indicate method of disposal. Discuss potential environmental effects from solid waste handling, storage and disposal. Identify measures to avoid, minimize or mitigate adverse effects from the generation/storage of solidwaste including source reduction and recycling.

Solid waste generated during construction will include packaging materials, excess building materials, and general construction debris. During operation, waste will primarily consist of typical municipal solid waste from concessions, restrooms, and recreational activities. Wastes and recycling collection receptacles will be provided on the grounds. The collected waste and recyclables will be collected and property disposed by a waste hauler service.

All waste will be collected and disposed of through licensed waste haulers and facilities.

c) Project related use/storage of hazardous materials - Describe chemicals/hazardous materials used/stored during construction and/or operation of the project including method of storage. Indicate the number, location and size of any new above or below ground tanks to store petroleum or other materials. Indicate the number, location, size and age of existing tanks on the property that the project will use. Discuss potential environmental effects from accidental spill or release of hazardous materials. Identify measures to avoid, minimize or mitigate adverseeffects from the use/storage of chemicals/hazardous materials including source reduction and recycling. Include development of a spill prevention plan.

During construction, hazardous materials such as fuels, lubricants, paints, and solvents may be used and stored temporarily. These will be stored in compliance with applicable regulations.

According to MPCA's tank and leak site search, there are 132 tanks within Rochester zip code 55904, where the project is located. The closest active tank, Rochester Motor Cars, is 0.43 miles from the site (documentation attached). There are three active leak sites within the zip code, all more than 3 miles from the project area (Appendix D). No new above or below ground tanks are proposed as part of the project.

d) Project related generation/storage of hazardous wastes - Describe hazardous wastes generated/stored during construction and/or operation of the project. Indicate method of disposal. Discuss potential environmental effects from hazardous waste handling, storage, anddisposal. Identify measures to avoid, minimize or mitigate adverse effects from the generation/storage of hazardous waste including source reduction and recycling

The project will not generate or store hazardous wastes during construction or operation.

Any hazardous waste generated incidentally (e.g., from equipment maintenance) will be managed in accordance with applicable state and federal regulations and disposed of through licensed hazardous waste contractors.

14. Fish, wildlife, plant communities, and sensitive ecological resources (rare features)

a) Describe fish and wildlife resources as well as habitats and vegetation on or in near the site.

The entire project area includes approximately 170 acres. The area has slopes, wetlands, trees, and other vegetation. The majority of the site was agricultural land. The northeast side of the site has an unnamed creek running through it and is in a FEMA Floodplain.

b) Describe rare features such as state-listed (endangered, threatened or special concern) species, native plant communities, Minnesota Biological Survey Sites of Biodiversity Significance, andother sensitive ecological resources on or within close proximity to the site. Provide the license agreement number (LA-_) and/or correspondence number (MCE_) from which the data were obtained and attach the Natural Heritage Review letter from the DNR. Indicate if any additional habitat or species survey work has been conducted within the site and describe the results.

According to the MN DNR Conservation Explorer (appendix B), there is a Minnesota Biological Survey (MBS) Site of Biodiversity Significance within the search area, the Rochester 24. There are also five calcareous fens within the search area: High Forest 15, Joyce Park Fen, Marion 30, Marion 8, and Rochester 23. A Minnesota DNR Rare features review was completed, indicating that none of these features are within the project area.

MCE # 2025-00475

Automated reviews were completed on the MN DNR's Minnesota Conservation Explorer portal and the USFWS Information for Planning and Consultation (IPaC). Copies of the documents from those reviews are attached in appendix B. The Conservation Explorer's DNR NHIS letter was received.

The letter stated that a calcareous fen (Marion 30, FenID# 8274) was documented in the vicinity of the proposed project. Edible valerian (Valeriana edulis var. ciliata), a state-listed threatened plant species, has been documented within the fen. A calcareous fen is a rare and distinctive peat-accumulating wetland that is legally protected in Minnesota. The Wetlands Conservation Act (WCA), authorized by Minnesota Statutes, section 103G.223, states that calcareous fens may not be filled, drained, or otherwise degraded, wholly or partially, by any activity, except as provided for in a management plan approved by the commissioner of the Department of Natural Resources. Many of the unique characteristics of calcareous fens result from the upwelling of groundwater through calcareous substrates. Because of this dependence on groundwater hydrology, calcareous fens can be affected by nearby activities or even those several miles away. Calcareous fens may be impacted by activities within the fen, activities that affect surface water flows (e.g., stormwater flow, erosion), or activities that affect groundwater hydrology (e.g., groundwater pumping, contamination, discharge, or excavation). The DNR advises that if it is determined the project will impact the fen in any way, including indirect impacts through the alteration of hydrological conditions, a rare plant survey is required.

To ensure compliance under WCA, coordination with the state's Calcareous Fen Coordinator, Keylor Andrews, occurred. Keylor informed the project team that the Marion Fen is hydrologically supported from the east. Unless excavation activities extend to a depth of 100 feet or more, the proposed actions are not expected to affect the fen. However, if any widening of County Road 101 occurs east of the stream, there is potential for impact to the fen. Coordination is found in Appendix B.

The MN DNR also notes that the Minnesota Biological Survey (MBS) has identified Rochester 24 as a Site of Moderate Biodiversity Significance adjacent to the proposed project. Sites of Biodiversity Significance (MBS Sites) have varying levels of native biodiversity and are ranked based on the relative significance of this biodiversity at a statewide level. Sites ranked as Moderate contain occurrences of rare species and/or moderately disturbed native plant communities, and/or landscapes that have a strong potential for recovery. The DNR recommends that the project be designed to avoid impacts to these ecologically significant areas. Actions to avoid or minimize disturbance include, but are not limited to, the following recommendations: as much as possible, operate within already-disturbed areas and avoid Minnesota Biological Survey (MBS) Sites and Native Plant Communities ranked S1, S2, or S3. Retain a buffer between proposed activities and the MBS Site and minimize vehicular disturbance within the site by allowing only vehicles and equipment necessary for construction activities. Do not park equipment or stockpile supplies in the MBS Site and avoid placing spoil in the MBS Site or other sensitive areas. If possible, conduct work under frozen ground conditions to reduce impact. Use effective erosion prevention and sediment control measures and inspect and clean equipment prior to operation to prevent the spread of invasive species. Revegetate disturbed soil with native species suitable to the local habitat as soon after construction as possible, and use only weed-free mulches, topsoil, and seed mixes. Of particular concern are birdsfoot trefoil (Lotus corniculatus) and crown vetch (Coronilla varia), two invasive species that are sold commercially and are problematic in prairies and disturbed open areas.

MN DNR notes that Loggerhead shrikes (Lanius ludovicianus), a state-listed endangered bird, have been documented within the project boundary. Given the potential for this species to be found in the vicinity of the project, tree and shrub removal is required to be avoided during the breeding season, April through July.

Finally, the MN DNR states that Tree removal can negatively impact bats by destroying roosting habitat, especially during the pup rearing season when females are forming maternity roosting colonies and the pups cannot yet fly. To minimize these impacts, the DNR recommends that tree removal be avoided from June 1 through August 15.

The USFWS online Minnesota- Wisconsin Endangered Species Determination Key was reviewed for this project. A determination of no effect was given by the determination key for the Monarch Butterfly and the Whooping Crane. The Western Regal Fritillary was not included in the determination key.

The IPaC Species list identified that the Bald Eagle is likely to be found in the project region. The Minnesota Breeding Bird Atlas shows confirmed breeding for both Bald Eagle and the Prairie Loggerhead Shrike, a breeding bird on the species list, in block T106R14b that overlaps the project area. The species list also identified Western Regal Fritillary may be in the area. The potential for impact to a Western Regal Fritillary is highly improbable as there is not suitable vegetation in the project area to support butterflies. The probability for impact to a Bald Eagle is unlikely as the project area does not have trees of the size and type preferred by Bald Eagles. There are nearby roadways with traffic and human activity at the project site both of which the Bald Eagle is known to avoid. Several migratory birds were identified, but none are likely to be impacted by the

project.

c) Discuss how the identified fish, wildlife, plant communities, rare features and ecosystems may be affected by the project including how current Minnesota climate trends and anticipated climate change in the general location of the project may influence the effects. Include a discussion on introduction and spread of invasive species from the project construction and operation. Separately discuss effects to known threatened and endangered species.

The proposed project will significantly alter the existing ecological landscape with the removal of delineated wetlands, trees, and native vegetation, along with grading and soil compaction. The transformation of the site into turf grass and mowed grasses will reduce habitat. However, the Minnesota Biological Survey (MBS) site and five calcareous fens are not within the project boundaries.

To ensure compliance under WCA, coordination with the state's Calcareous Fen Coordinator, Keylor Andrews, occurred.

Minnesota is experiencing warmer winters, increased precipitation, and more frequent extreme weather events. These trends may influence the success of vegetation restoration, increase the risk of erosion, and affect wildlife patterns. The project will incorporate stormwater management and erosion control practices to mitigate these effects. Best management practices (BMPs) will be implemented to minimize the risk of invasive species during construction. The removal of natural vegetation and alteration of land cover could reduce the site's resilience to climate-related stressors, such as flooding and heatwaves. Construction will not occur in the FEMA delineated Flood zone.

Regarding threatened and endangered species, the U.S. Fish and Wildlife Service's Determination Key concluded that the project would have no effect on the Monarch Butterfly and the Whooping Crane, as the site lacks suitable habitat for these species. The Western Regal Fritillary, although listed in the IPaC species list, is unlikely to be impacted due to the absence of appropriate prairie vegetation. The Bald Eagle, which has confirmed breeding in the region, is also unlikely to be affected, as the project area lacks the large nesting trees preferred by the species and is situated near human activity and roadways that eagles tend to avoid. However, the Prairie Loggerhead Shrike, another breeding bird identified in the area, and bats could be at moderate risk due to the loss of open fields that may serve as foraging or nesting habitat. While several migratory bird species were identified, none are expected to be significantly impacted, as the project area does not provide critical stopover or nesting habitat. If any listed species are identified in the area, appropriate mitigation measures will be developed in coordination with regulatory agencies to avoid or minimize impacts.

d) Identify measures that will be taken to avoid, minimize, or mitigate the adverse effects to fish,wildlife, plant communities, ecosystems, and sensitive ecological resources.

To avoid, minimize, or mitigate potential adverse effects to fish, wildlife, plant communities, ecosystems, and sensitive ecological resources, the project will implement a variety of best management practices and environmentally responsible strategies. These include erosion and sediment control measures during construction and incorporating stormwater management features to protect water quality. Construction activities will be scheduled to avoid sensitive periods for local wildlife as identified by the MNDNR NHIS Letter, and any necessary wildlife protection measures will be coordinated with appropriate regulatory agencies. To protect sensitive species and habitats, the following mitigation measures are recommended: avoid

impacting the calcareous fen and conduct a rare plant survey if any disturbance is possible, particularly for edible valerian. Minimize disturbance to the adjacent Minnesota Biological Survey (MBS) Site by staying within already-disturbed areas, avoiding sensitive plant communities, and revegetating with native species. For loggerhead shrikes, no tree or shrub removal should occur from April through July to avoid disrupting the breeding season. To protect bats, tree removal should be avoided from June 1 through August 15 during the maternity roosting period.

Additionally, the project will comply with all applicable environmental permits to ensure adherence to mitigation commitments and long-term ecological sustainability.

Additional wildlife-specific strategies may include but are not limited to:

- Preserving and enhancing habitat buffers around wetlands and adjacent Minnesota Biological Survey sites to maintain ecological connectivity.
- Revegetating disturbed areas with native species to restore ecological function and support pollinators.
- Minimizing nighttime lighting during construction and operation to reduce disturbance to birds and bats.
- Inspecting and cleaning equipment prior to operation to prevent the spread of invasive species.
- Creating wildlife-friendly landscaping in non-play areas using native grasses and shrubs to provide cover and forage.
- Coordinating with MN DNR and USFWS if any listed species are encountered during construction to implement additional protective measures.

15. Historic Properties

Describe any historic structures, archeological sites, and/or traditional cultural properties on or in close proximity to the site. Include: 1) historic designations, 2) known artifact areas, and 3) architectural features. Attach letter received from the State Historic Preservation Office (SHPO). Discuss any anticipated effects to historic properties during project construction and operation. Identify measures that will be taken to avoid, minimize, or mitigate adverse effects to historic properties.

As the project involves non-federal public lands, it is subject to review under the Minnesota Field Archaeology Act (MS 138.31-.42). This Phase IA literature review is intended to assist relevant agencies in their review of the project.

A Phase IA literature review was conducted by the Bolton & Menk, Inc. cultural resources team in August 2025. The objectives of the literature review were to: 1) document the recommended Study Area for the proposed project, 2) summarize data/information of previously recorded cultural resources and cultural resource surveys within/near the Study Area, and 3) determine if further cultural resources investigations are recommended. This report meets the requirements outlined in the State Archaeologist's Manual for Archaeological Projects in Minnesota (Anfinson 2011). The redacted version of the report is found in Appendix C.

Three previously recorded archaeological sites were identified within 1 mile of the proposed project area. Additionally, one previously inventoried historic resource was identified within 0.50 miles of the project area, which is unevaluated for National Register of Historic Places (NRHP) inclusion. Six previous cultural resources surveys have been conducted within approximately 1 mile of the project area, none of which included all or portions of the project area.

A review of historic land use within the project area indicates that the area has remained primarily

agricultural. Past ground disturbance within this area appears to have therefore been limited to agricultural plowing and the development of adjacent transportation infrastructure. Due to this lack of significant previous disturbance beyond agricultural tilling, there remains potential for intact archaeological deposits to remain within the project area.

Therefore, based on an off-site review, Bolton & Menk, Inc. recommends ***Phase I archaeological survey*** for the proposed project to determine whether significant cultural resources exist within the project area and, if so, to determine the extent of potential impacts to said resources.

Table 6: Previously Recorded Archaeological Sites Within 1 Mile of Study Area

Site No.	Site Name	Description/Cultural Affiliation*	Distance from Study Area	NRHP Eligibility**	Potential Effects
21OL0059	Tolbert	Historic Farmstead / Euro-American	Redacted	Unevaluated	None
21OL0012	(no name)	Lithic scatter / Precontact	Redacted	Unevaluated	None
21OL0023	(no name)	Isolated lithic / Precontact (Archaic)	Redacted	Unevaluated	None

*inferred cultural affiliation based upon site type.
**NRHP status provided by SHPO from their records on June 9, 2025.

Table 7: Previously Completed Cultural Resources Survey's Within 1 Mile of Study Area

Publication Year	Report Title	Author(s)	Distance from Study Area	Report Number*
1998	Archaeological Investigations at the Proposed TH 63 South Corridor TH 52 to 48th Street SW, Olmsted County, Minnesota	R. Stewart	1.00 miles east	OL-1998-01
2001	Supplementary Phase I Cultural Resource Investigations of the Proposed TH 63 South Corridor, TH 52 to 48th St. SW, Olmsted County, Minnesota	V. Twinde and B. Kooiman	0.42 miles east	OL-2001-02
2016	Archaeological Assessment for the Gamehaven Park land Acquisition Project.	M. Bray	0.15 miles southwest	---
2017	Archaeological Survey for the Gamehaven Park Land Acquisition Project.	R. Kubicek et al.	0.15 miles southwest	---
2018	Archaeological Assessment for Proposed Gravel Mining Operations at Kottschade Properties, 40th Street SE, Rochester, Olmsted County, Minnesota	S. Blondo and L. Reiners	0.56 miles northeast	OL-2018-01
2024	Archaeological Technical Report Rochester Bus Stop Improvements	J. Shanks and J. Mauck	1.00 miles east	OL-2024-06

*Report numbers based on state database (i.e., MN SHPO, OSA, etc.) filing system.

16. Visual

Describe any scenic views or vistas on or near the project site. Describe any project related visual effects such as vapor plumes or glare from intense lights. Discuss the potential visual effects from the project. Identify any measures to avoid, minimize, or mitigate visual effects.

There are no designated scenic views or notable vistas on or near the project site, which is currently cultivated cropland. The proposed transformation of this land into a sports complex will alter the visual character of the area, replacing agricultural fields with recreational infrastructure. While this change introduces new built elements, it is generally considered a positive visual shift, as the complex will be designed to support community health and wellness. The project is not expected to produce significant visual effects such as vapor plumes or glare from intense lighting; however, nighttime lighting may be visible from surrounding areas.

17. Air

a) Stationary source emissions - Describe the type, sources, quantities and compositions of any emissions from stationary sources such as boilers or exhaust stacks. Include any hazardous air pollutants, criteria pollutants. Discuss effects to air quality including any sensitive receptors, human health or applicable regulatory criteria. Include a discussion of any methods used assess the project's effect on air quality and the results of that assessment. Identify pollution control equipment and other measures that will be taken to avoid, minimize, or mitigate adverse effects from stationary source emissions.

There are no stationary sources of emissions associated with this project. As such, no adverse effects to air quality, human health, or sensitive receptors are anticipated, and no air quality assessment or pollution control equipment is required. According to the EPA's Nonattainment Areas for Criteria Pollutants (Green Book)[15] Rochester/Olmsted county is in a Maintenance area for PM-10 (1987 Standard). Otherwise, the project area is in attainment with the remaining NAAQs pollutants.

b) Vehicle emissions - Describe the effect of the project's traffic generation on air emissions. Discuss the project's vehicle-related emissions effect on air quality. Identify measures (e.g.traffic operational improvements, diesel idling minimization plan) that will be taken to minimize or mitigate vehicle-related emissions.

Please refer to Section 18 for a detailed discussion of vehicle emissions. While overall vehicle-related emissions are expected to be minimal, best management practices will be implemented to further reduce potential impacts. These include minimizing vehicle idling during construction and operation, maintaining equipment in good working condition to reduce exhaust emissions, and encouraging carpooling for campground visitors when feasible. These measures will help minimize air quality impacts and support environmentally responsible site operations.

c) Dust and odors - Describe sources, characteristics, duration, quantities, and intensity of dust and odors generated during project construction and operation. (Fugitive dust may be discussed under item 17a). Discuss the effect of dust and odors in the vicinity of the project including nearby sensitive receptors and quality of life. Identify measures that will be taken to minimize or mitigate the effects of dust and odors.

The project construction will generate odors from vehicle exhaust and dust during construction. These will be mitigated by requiring that construction vehicles are in good working order, limiting work hours, and use of dust control such as water. The construction-related odor and dust impacts are temporary and will cease once the construction is complete. After construction ceases the site odors and dust will return to the existing condition.

18. Greenhouse Gas (GHG) Emissions/Carbon Footprint

a) GHG Quantification: For all proposed projects, provide quantification and discussion of project GHG emissions. Include additional rows in the tables as necessary to provide project-specific emission sources. Describe the methods used to quantify emissions. If calculation methods are not readily available to quantify GHG emissions for a source, describe the process used to cometo that conclusion and any GHG emission sources not included in the total calculation.

The GHG emissions for the Project are calculated using the Greenhouse Gas Equivalencies

[15] https://www.epa.gov/green-book

Calculator - Calculations and References information from the US EPA, the EPA Simplified Greenhouse Gas Emissions Calculator (SGEC) tool, and EPA Waste Reduction Model (WARM) tool were also referenced. The methodologies for developing a carbon footprint are described in Minnesota Environmental Quality Board's (EQB's) Revised EAW Guidance (June 2024). Table 8 shows the emission categories for project carbon footprint calculations, as provided in the EQB Guidance.

Global climate change results from the total accumulation of GHGs in the Earth's atmosphere, as well as other human-caused and natural factors. The GHG composition in the Earth's atmosphere is changing and causing the planet's climate to change. The proposed project's incremental contribution to global GHGs cannot be translated into effects on climate change globally or regionally.

In general, regional impacts from climate change may include the following effects: increased mean annual air temperature (summer and winter warming); increased surface water temperatures; later onset of winter and earlier onset of spring; precipitation may fall in fewer, but more intense, storms; species adapted to cold climates may shift out of the Great Lakes basin into Canada; and aspen and birch forests may be replaced by hardwood forests of oak and hickory. Moderate climate change may increase agricultural yields and food production, with some regional and annual variability.

Construction Emissions

Construction activities for this project are anticipated to include the use of large trucks. These types of vehicles primarily rely on diesel as a fuel source, which results in the emission of CO2 and, to a lesser extent, CH4 and N2O. Table 9 provides an estimate for the emissions generated by this equipment assuming that activities will last for one construction season (approx. working 120 days) and utilize approximately 5 diesel-powered pieces of heavy equipment and 5 gasoline-powered passenger vehicles. The total emissions from these activities are considered one-time emissions, however, the industry standard for determining long-term impacts of construction-related GHG output is to annualize the total emissions over a project's lifetime, which is defined as a 30-year period.

GHG emissions from construction are associated with fuel combustion in the mobile construction equipment and on-road vehicles. The assumed construction schedule is one construction season (120 days). For on-road vehicles (commuting construction workers, dump trucks and semi-trucks, emissions are calculated by estimating the number of vehicles, miles traveled, gallons of fuel used (using default mileage rates in the Simplified GHG Emissions Calculator from the FHWA https://www.fhwa.dot.gov/policyinformation/statistics/2022/pdf/vm1.pdf), and emission factors from the U.S. EPA's Emission Factors Hub (https://www.epa.gov/climateleadership/ghg-emission-factors-hub, updated January 2025).

5 diesel vehicles are estimated to travel 60 miles per day at 7.4 mpg (SGEC, 2025). The average vehicle miles traveled (VMT) for single-unit 2-axle 6-tire or more combination trucks in 2022 was 23,111 miles per year, which equates to about 60 miles per day, additionally these trucks run at 7.4 mpg (FHWA 2024). This equates to 4,864.86 gallons of diesel. According to the EPA's GHG Emission Factors Hub, 10,180 grams of CO2/gallon of diesel = 10.180 × 10-3 metric tons CO2/gallon of diesel (EPA, 2025). This equates to 49.52 MTCO2e from the diesel trucks.

5 Passenger vehicles are estimated to travel 30 miles per day at 24.8 mpg (SGEC, 2025). The average vehicle miles traveled (VMT) by light duty vehicles in 2022 was 10,917 miles per year, which equates to about 30 miles per day, additionally these vehicles run at 24.8 mpg (FHWA 2024). This equates to 725.81 gallons of gas. According to the EPA's GHG Emission Factors Hub, 8,887 grams of CO2/gallon of gasoline = 8.887 × 10-3 metric tons CO2/gallon of gasoline (EPA,

2025). This equates to 645 MTCO2e from the construction worker passenger vehicles.

The total construction vehicle emissions are 55.97 MTCO2e. Per EQB's Revised EAW Guidance, total construction emissions to construct the Project are divided by the lifetime of the project, estimated to be 30 years. Annualized over the project lifetime of 30 years, the total construction vehicle emissions are 1.87 MTCO2e annually.

Estimates

The main building was estimated to be approx. 110,000 square feet. The maintenance building was estimated to be approx. 16,000 square feet, the concession stands were estimated to be approx. 7,000 square feet, and the Plaza area was estimated to be approx. 25,000 square feet. The total site acreage is approx. 170 acres. The current concept plans show approx. 920 parking spaces (vehicles). This is used in the calculations.

Carbon Sink

170 acres of former agriculture land are to be converted to developed land for the sports center (fields, buildings, impervious surfaces). The USDA Natural Resource Conservation Service (NRCS) COMET-Planner tool reports that expected carbon sequestration rates for various farming practices in most regions of the United States are as follows: 0.31 MT/acre/year for no-till, 0.20 MT/acre/year for reduced tillage, and 0.37 MT/acre/year for cover crops (USDA NRCS, 2021).[16] In this calculation, the carbon sequestration rate for land with no practice is being estimated at 0.10 MT CO2E. Removing 170 acres equates to 17.0 MTCO2e no longer being sequestered annually.

Operational Emissions – Mobile Sources

According to the concept plan, there are approximately 920 parking spots planned for the facility. 920 vehicles will be used in the calculation. Passenger vehicles are estimated to travel 30 miles per day at 24.8 mpg (SGEC, 2025). The average vehicle miles traveled (VMT) by light duty vehicles in 2022 was 10,917 miles per year, which equates to about 30 miles per day, additionally these vehicles run at 24.8 mpg (FHWA 2024). This equates to 406,209.68 gallons of gas. According to the EPA's GHG Emission Factors Hub, 8,887 grams of CO2/gallon of gasoline = 8.887 × 10-3 metric tons CO2/gallon of gasoline (EPA, 2025). This equates to 3,609.99 MTCO2e from operational passenger vehicles.

Operational Emissions – Electricity

The U.S. Energy Information Administration's Table PBA4 (2012)[17], which details electricity consumption totals and conditional intensities by building activity subcategories, was used to determine kWh per square foot. The kWh totals were then inserted into the EPA SGEC tool to determine MTCO2e. For the other assembly category (used for the main facility building), the consumption was 20.5 kWh per square foot. With 110,000 square feet, this equates to 964.9 MTCO2e per year. For the service (other) category (used for maintenance), the consumption is 9.6 kWh per square foot. With 16,000 square feet, this equates to 65.70 MTCO2e per year. For the other food service category (used for concessions/restrooms), the consumption is 39.0 kWh per square foot. With 7,000 square feet, this equates to 116.8 MTCO2e per year. In total, 1,147.40 MTCO2e per year from electricity.

Operational Emissions – Natural Gas

[16] https://ag.purdue.edu/commercialag/home/resource/2021/06/opportunities-and-challenges-associated-with-carbon-farming-for-u-s-row-crop-producers/

17 https://www.eia.gov/consumption/commercial/data/2012/c&e/cfm/pba4.php

The U.S. Energy Information Administration's Table C32 (2018)[18], which details natural gas consumption totals and conditional intensities by building activity subcategories, was used to determine natural gas consumption per square foot. The totals were converted to MMBtu and then inserted into the EPA SGEC tool to determine MTCO2e. Other assembly buildings (used for the main facility building), use 29.5 cubic feet of natural gas per square foot. With 110,000 square feet, this equates to 223.4 MTCO2e per year. Vehicle storage or maintenance (used for maintenance) buildings, use 37.7 cubic feet of natural gas per square foot. With 16,000 square feet, this equates to 41.50 MTCO2e per year. Food sales (used for concessions), have a consumption rate of 69.2 cubic feet of natural gas per square foot. With 7,000 square feet, this equates to 33.4 MTCO2e per year. In total, 298.30 MTCO2e per year from natural gas.

Operational Emissions – Waste

Waste management estimates were completed using estimated solid waste generation rates from CalRecycle[19], square footage of each source, and the US EPA WARM Model[20], Mixed Solid Waste (MSW) to get MTCO2e for each type. The "other services" category from CalRecycle was used to estimate waste for the facilities at the sports complex. The "other services" category was estimated to have 0.0312 lbs. of waste per square foot per day. With 110,000 square feet for the main facility building, 16,000 square feet for the maintenance building, 7,000 square feet of concessions, and 25,000 square feet for the plaza, there is 158,000 square feet in total. In total, 252.33 MTCO2e per year from waste management.

Summary

Total GHG emissions for the proposed project are 3,962.91 MTCO2e. A summary of GHG emissions is provided in Table 9. Emissions are presented in tons per year of carbon dioxide equivalent, which takes into account each GHG's global warming potential (GWP). Detailed emission calculations are provided in Appendix E.

Table 8: Emission Types

Category	Scope	Project Phase	Type of Emission
Direct Emissions	Scope 1 - Emissions	Operations	Combustion (Stationary, Area, Mobile Sources)
	Scope 1 - Emissions	Operations	Non-Combustion Process
	Scope 1 - Emissions	Construction	Combustion (Mobile Sources)
	Scope 1 - Emissions	Construction	Land-Use
Indirect Emissions	Scope 2	Operations	Off-site Electricity/Steam Production (Market-Based and Location-Based)
	Scope 3	Operations	Off-site Waste Management
Atmospheric Removal of GHGs	Scope 1 (Sinks)	Construction/Operations	Land -Use (CO2 removals to terrestrial storage)

18 https://www.eia.gov/consumption/commercial/data/2018/ce/pdf/c32.pdf

19 https://www2.calrecycle.ca.gov/WasteCharacterization/General/Rates

20 https://www.epa.gov/warm/versions-waste-reduction-model

Table 9: Greenhouse Gas Emissions

GHG Emissions						
Scope	**Emission Type**	**Emission Sub-type**	**Existing Conditions (MTCO2e)**	**Project-related Conditions (MTCO2e)**	**Total Emissions (MTCO2e)**	**Calculation method(s)**
Scope 1	Combustion	Construction Mobile Equipment (annualized)	0	1.87	1.87	1 construction season, 120 days per season. 5 diesel vehicles, 60 miles per day, 7.4 mpg (EPA and FHWA, 2022), 10,180 grams of CO2/gallon of diesel = 10.180 × 10-3 metric tons CO2/gallon of diesel (EPA, 2025). 5 Passenger vehicles, 30 miles per day, 24.8 mpg (EPA and FHWA, 2022), 8,887 grams of CO2/gallon of gasoline = 8.887 × 10-3 metric tons CO2/gallon of gasoline (EPA, 2025). Annualized over the project lifetime of 30 years.
Scope 1	Land Use (Conversion)	Carbon Sink	-17.00	17.00	17.00	170 acres of cropland removed. The USDA Natural Resource Conservation Service (NRCS) COMET-Planner tool reports that expected carbon sequestration rates for various farming practices in most regions of the United States are as follows: 0.31 MT/acre/year for no-till, 0.20 MT/acre/year for reduced tillage, and 0.37 MT/acre/year for cover crops (USDA NRCS, 2021). In this calculation, the carbon sequestration rate for land with no practice is estimated at 0.10 MT CO2E.
Scope 1	Motor Vehicle Emissions	Personal Vehicles	0	3,609.99	3,609.99	920 vehicles, 30 miles per day, 24.8 mpg (EPA and FHWA, 2022). 8,887 grams of CO2/gallon of gasoline = 8.887 × 10-3 metric tons CO2/gallon of gasoline (EPA, 2025).

GHG Emissions						
Scope	**Emission Type**	**Emission Sub-type**	**Existing Conditions (MTCO2e)**	**Project-related Conditions (MTCO2e)**	**Total Emissions (MTCO2e)**	**Calculation method(s)**
Scope 2	Off-Site Energy	Electricity	0	182.50	182.50	16,000 sq. ft. of maintenance building, and 7,000 sq. ft. of the concessions. U.S. Energy Information Administration. Table PBA4. Electricity consumption totals and conditional intensities by building activity subcategories, 2012. Per Square foot (kWh) for service/maintenance category = 9.6 kWh per square foot. Per Square foot (kWh) for other food service/concessions category = 39.0 kWh per square foot.
Scope 2	Off-Site Energy	Natural Gas	0	74.90	74.90	16,000 sq. ft. of maintenance building, and 7,000 sq. ft. of the concessions. U.S. Energy Information Administration, Forms EIA-871A and C of the 2018 Commercial Buildings Energy Consumption Survey Vehicle storage/maintenance = 37.7 cubic feet natural gas per sq ft. Food sales/concessions = 69.2 cubic feet natural gas per sq ft.
Scope 2	Off-Site Energy	Waste	0	76.66	76.66	16,000 sq. ft. maintenance building, 7,000 sq. ft. concessions, 25,000 sq. ft. plaza. Waste management estimates were completed using estimated solid waste generation rates from CalRecycle, square footage of each source, and the US EPA WARM Model, Mixed Solid Waste (MSW) to get MTCO2e for each type. The “other services” category was used to estimate the waste. Other services were estimated to have 0.0312 lbs. of waste per square foot per day.
TOTAL*					**3,962.91**	**MTCO2e**

b) GHG Assessment

i. Describe any mitigation considered to reduce the project’s GHG emissions.

Over the project's assumed 30-year lifespan, there will be an estimated 3,962.91 MTCO2e emitted without mitigations. According to the EPA's Greenhouse Gas Equivalencies Calculator, this is equivalent to 532 homes' energy use for one year. At least some of these emissions may be mitigated or offset by practices that can remove carbon from the atmosphere and sequester it.

Other mitigation measures can reduce indirect GHG emissions due to energy usage and other activities. These mitigation efforts may include planting native grasses to facilitate carbon uptake, establishing sustainability operations such as encouraging the use of high-efficiency utilities to reduce electric and natural gas usage, and encouraging efficient heating, ventilation, and air conditioning systems. The majority of these mitigation efforts will depend on municipal policy and end-user efforts and are therefore not a part of the current project proposal. However, during construction, contract laborers will be encouraged to carpool and BMPs such as engine anti-idling will be implemented to minimize additional GHG output.

ii. Describe and quantify reductions from selected mitigation, if proposed to reduce theproject's GHG emissions. Explain why the selected mitigation was preferred.

No additional on-site mitigation is planned as part of the proposed project.

iii. Quantify the proposed projects predicted net lifetime GHG emissions (total tons/#of years) and how those predicted emissions may affect achievement of the Minnesota Next Generation Energy Act goals and/or other more stringent state or local GHG reduction goals.

As current MN Statutes require greenhouse gas (GHG) emissions control plans for large energy facilities, the state has implemented a climate action plan to address GHG emissions. Current goals are to reduce GHG emissions statewide to 30% below 2005 levels by 2025, and 80% below 2005 levels by 2050.

Minnesota's Climate Action Framework has a priority action to Establish a standard to achieve 100% carbon-free electricity and 55% renewable electricity by 2040. Minnesota's current, updated 2023, Climate Action Framework goals are to reduce greenhouse gas emissions 50% by 2030 from a 2005 baseline and achieve net-zero emissions by 2050. The proposed project does not involve any large energy facilities but includes sports fields, impervious surfaces, concession stands. BMPs will be utilized in the planning and construction phases of the project to remain in keeping with state and local GHG reduction goals. Again, over the project's assumed 30-year lifespan, there will be an estimated 3,962.91 MTCO2e emitted without mitigations.

19. Noise

Describe sources, characteristics, duration, quantities, and intensity of noise generated during project construction and operation. Discuss the effect of noise in the vicinity of the project including 1) existing noise levels/sources in the area, 2) nearby sensitive receptors, 3) conformance to state noise standards, and 4) quality of life. Identify measures that will be taken to minimize or mitigate the effects of noise.

Construction activities will be limited to regular working hours to minimize disruption. To further minimize noise impacts, construction will follow best management practices. Upon completion of construction, noise associated with the sports complex will be typical of recreational use, including vehicle traffic, human activity, and occasional maintenance, and is not expected to exceed normal

ambient levels for such settings. Existing noise sources in the area include nearby residential areas and traffic. Sensitive receptors in the vicinity include a hotel, residential neighborhoods, businesses, and a movie theater. The project will comply with applicable Minnesota state noise standards, and noise levels are not anticipated to negatively affect human health or quality of life.

20. Transportation

a) Describe traffic-related aspects of project construction and operation. Include: 1) existing and proposed additional parking spaces, 2) estimated total average daily traffic generated, 3) estimated maximum peak hour traffic generated and time of occurrence, 4) indicate source of trip generation rates used in the estimates, and 5) availability of transit and/or other alternative transportation modes.

A traffic study is in the process of being completed. The draft traffic study is found in appendix F. The information in this section is subject to change. The full transportation study will be available upon its completion. The Rochester Regional Sports & Recreation Complex (RSRC) is expected to generate significant traffic volumes throughout its phased development. Parking has been carefully planned to meet demand, with ample existing and proposed spaces provided for each phase, including separate areas for residential and retail uses. In Phase 1, 736 parking spaces are planned to be constructed. Phase 1 estimated parking demand is 650 parking spaces based on local data collected at similar sports complexes and data from the ITE Parking Generation Manual. In Phase 2, 1,318 parking spaces are planned to be constructed for the expansion RSRC with an estimated parking demand of 1,120 parking spaces. Trip generation estimates were calculated using both observed data from comparable Twin Cities facilities and the Institute of Transportation Engineers (ITE) Trip Generation Manual (11th and 12th Editions), including the new Land Use Code 489 for pickleball courts. At full build-out, the complex is projected to exceed 2,500 total daily trips and 250 peak hour trips, particularly on Saturdays when events are most frequent. During Phase 1, 261 peak hour trips and 1,319 daily trips are estimated for a typical weekday and 566 peak hour trips, and 5,442 daily trips are estimated for a typical Saturday. Phase 2 adds additional traffic for the Regional Sports & Recreation Complex with two additional fields and a fieldhouse proposed. Phase 2 also adds around 14 acres of commercial/retail development. Phase 3 could add approximately 100 units of multifamily housing. Peak hour traffic is expected to occur during late afternoon and at night on Weekdays and midday and late afternoon hours on weekends.

The traffic study recommends a single site access initially via 45th Street with Phase 1, and a future second access planned in Phase 2 via 40th Street. With Phase 2, two site accesses are required per fire code. The traffic study mentions how when the 40th St connection between St Bridget Rd and CR 1 is constructed in the future the proposed 40th St site connection to the site will not be usable. When this happens, access is recommended off CR 47 to maintain two accesses per fire code requirements.

While transit availability is currently limited, the project includes ADA-compliant sidewalks and multi-use paths to support walking and biking as alternative transportation modes and provides direct connections to existing facilities that provide access to the existing bus stops in the project area. The Willow Creek Regional Trail project is currently underway. The trail project will construct approximately 2.5 miles of shared use trail along Willow Creek to connect southeast Rochester and Gamehaven Regional Park. The current trail alignment proposed as a part of the trail project is shown on the east side of the Sports Complex site plan. The project is currently completing a feasibility study and is anticipated to move into preliminary design this winter (2025) and final design next summer (2026) with construction anticipated in 2027. The Willow Creek Regional Trail

project design team is currently evaluating options for crossing CSAH 47, including a pedestrian bridge. As shown on the proposed site plan, the Willow Creek Regional Trail would connect to the proposed development as is depicted on the site plan. The trail connections shown on the north side of the site plan are recommended to connect the residential area to the west of the site to the Willow Creek Regional Trail. A trail connection is also recommended on the north side to connect to the parking lot, basketball court, and pickleball courts. Providing connections to the Willow Creek Regional Trail promotes alternative transportation modes for people visiting the RSRC.

b) Discuss the effect on traffic congestion on affected roads and describe any traffic improvements necessary. The analysis must discuss the project's impact on the regional transportation system. If the peak hour traffic generated exceeds 250 vehicles or the total daily trips exceeds 2,500, a traffic impact study must be prepared as part of the EAW. Use the format and procedures described in the Minnesota Department of Transportation's Access Management Manual, Chapter 5 (available at: http://www.dot.state.mn.us/accessmanagement/resources.html) or a similar local guidance,

A traffic impact study was completed in accordance with MnDOT's Access Management Manual, Chapter 5, to study the impact this development will have on the surrounding roadway network. Data was collected at 12 intersections near the project site to understand the impact. The operational analysis completed shows that with Phase 1 traffic, a single access off 45th Street provides acceptable operations. Turn lanes are recommended along the westbound approach at 45th St and St Bridget Rd and the intersection traffic control is proposed to remain side street stop controlled. All intersections are shown to continue to operate acceptably with the anticipated additional volume added in Phase 1.

In Phase 2 (2032), a second access is required by the fire code. Accesses at 40th St and 45th St are recommended. A traffic signal is justified based on traffic volumes and needed at the intersection of 45th St and St Bridget Rd to mitigate poor operations. Additionally, with the second access added at 40th St in Phase 2 the intersection of 40th St and St Bridget Rd is recommended to be converted to all-way stop control (keeping the channelized free right for the eastbound right turn) to mitigate poor operations of the northbound left turn movement. All other intersections are shown to continue to operate acceptably with the additional traffic anticipated from the proposed development.

In Phase 3 (2042), operational concerns are noted at the intersection of 40th St and St Bridget Rd, Maine Ave at St Bridget Rd, and 48th St and the Northbound Hwy 63 Ramps. Traffic signals are recommended at the intersection of 40th St at St Bridget Rd and 48th St at the Northbound Hwy 63 Ramps with Phase 3. Signals at these two intersections are anticipated to be justified and mitigate the operational concerns noted. The operational concern noted at Maine Ave and St Bridget Rd are caused by queues along northbound St Bridget Rd from 40th St with stop control at 40th St/St Bridget Rd. With a traffic signal at 40th St/St Bridget Rd the intersection of Maine Ave and St Bridet Rd operates acceptably.

c) Identify measures that will be taken to minimize or mitigate project related transportation effects.

To minimize and mitigate transportation-related impacts, the traffic study team recommends that the RSRC project incorporate a range of proactive strategies. These include phased intersection improvements, bump-outs and a mini roundabout to provide traffic calming, installation of traffic signals where warranted, and enhancements to internal site circulation through clear signage and pedestrian-friendly infrastructure. The study advises that the site design includes ADA-compliant

sidewalks and

multi-use trails to encourage walking and biking and provide connections to bus stops along the existing transit network. Additionally, the team emphasizes the importance of ongoing monitoring of traffic volumes and safety conditions at key intersections, with data-driven adjustments made as needed to maintain safe and efficient access for all users.

21. Cumulative potential effects

(Preparers can leave this item blank if cumulative potential effects are addressed under the applicable EAW Items)

a) Describe the geographic scales and timeframes of the project related environmental effects thatcould combine with other environmental effects resulting in cumulative potential effects.

Environmental effects associated with the project—such as land conversion, vegetation removal, soil compaction, stormwater runoff, and increased traffic—will primarily occur within the project boundaries and adjacent areas influenced by access roads and trail connections. These effects will be most pronounced during the construction phase, estimated to last 4–6 months, and during the initial vegetation establishment period, which may extend into a second summer. However, long-term operational effects, such as increased impervious surface area, recreational use, and traffic volumes, will persist for decades and may interact with other regional developments over time.

b) Describe any reasonably foreseeable future projects (for which a basis of expectation has been laid) that may interact with environmental effects of the proposed project within the geographicscales and timeframes identified above.

The concept plan includes designated areas for future commercial/retail development in the southern quadrant and potential residential development in the northwest quadrant of the site. These expansions are reasonably foreseeable. Other foreseeable developments in the surrounding area may include infrastructure upgrades, utility extensions, and increased urbanization consistent with Rochester's growth trajectory.

c) Discuss the nature of the cumulative potential effects and summarize any other available information relevant to determining whether there is potential for significant environmental effects due to these cumulative effects.

d) The project and future adjacent developments will increase impervious surfaces, which will raise stormwater runoff and reduce infiltration. These changes could affect water quality and hydrology, particularly in Willow Run and the FEMA floodplain on the northeast side of the site. Commercial and residential development will also fragment habitat and convert agricultural land. Increased visitation and surrounding land use changes will raise traffic volumes and associated air and noise emissions. However, the project includes intra-park trails and regional connections to help mitigate transportation-related impacts. Based on available information, these cumulative effects are not expected to cause significant environmental impacts if the project implements appropriate stormwater management, habitat preservation, and land use planning measures.

22. Other potential environmental effects

If the project may cause any additional environmental effects not addressed by items 1 to 19, describe the effects here, discuss how the environment will be affected, and identify measures

that will be taken to minimize and mitigate these effects.

RGU Certification

(The Environmental Quality Board will only accept SIGNED Environmental Assessment Worksheets for public notice in the EQB Monitor.)

I hereby certify that:

- The information contained in this document is accurate and complete to the best of myknowledge.
- The EAW describes the complete project; there are no other projects, stages or components other than those described in this document, which are related to the project as connected actions or phased actions, as defined at Minnesota Rules, parts 4410.0200, subparts 9c and 60,respectively.
- Copies of this EAW are being sent to the entire EQB distribution list.

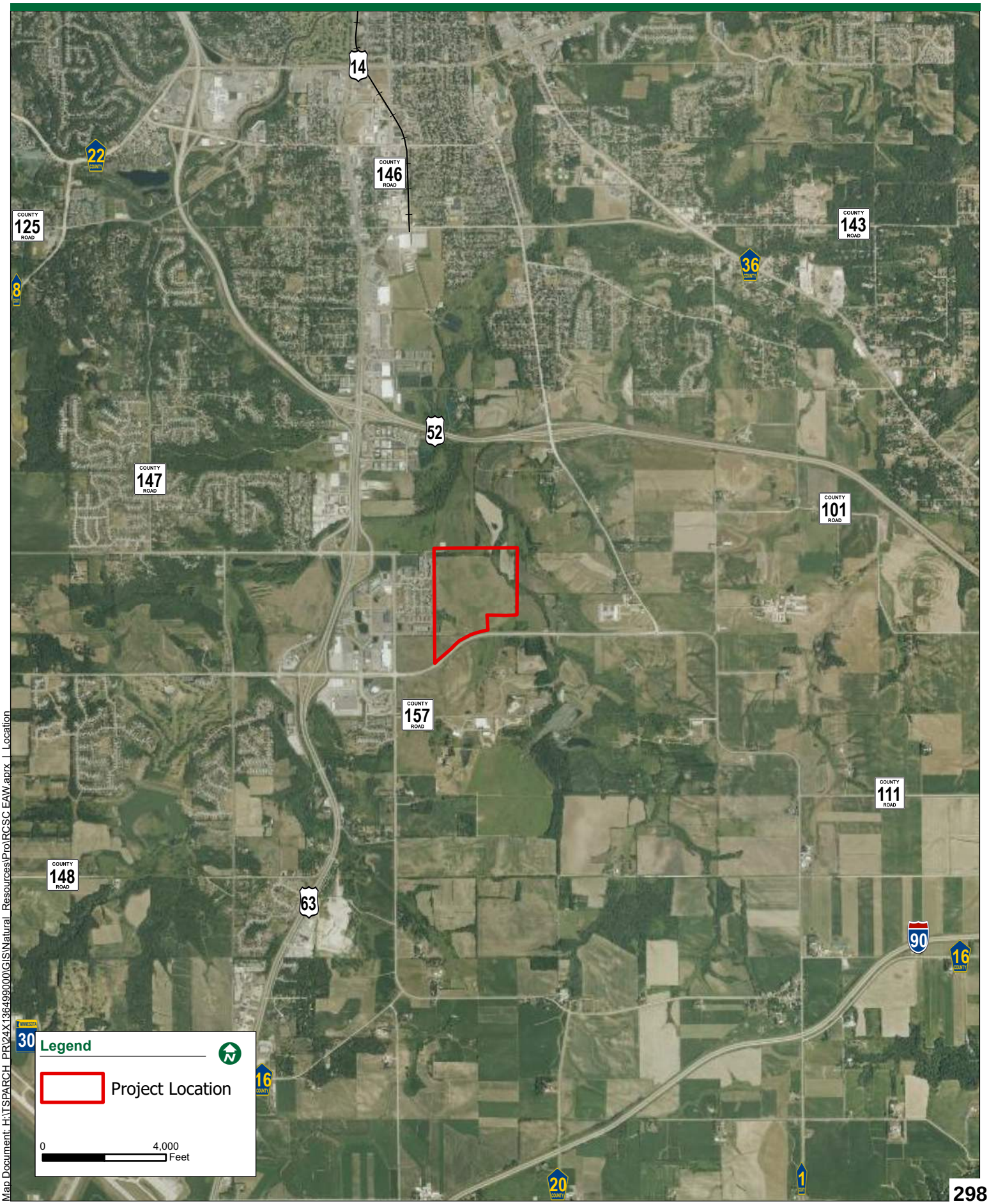
Signature_____ Date _____

Title _____

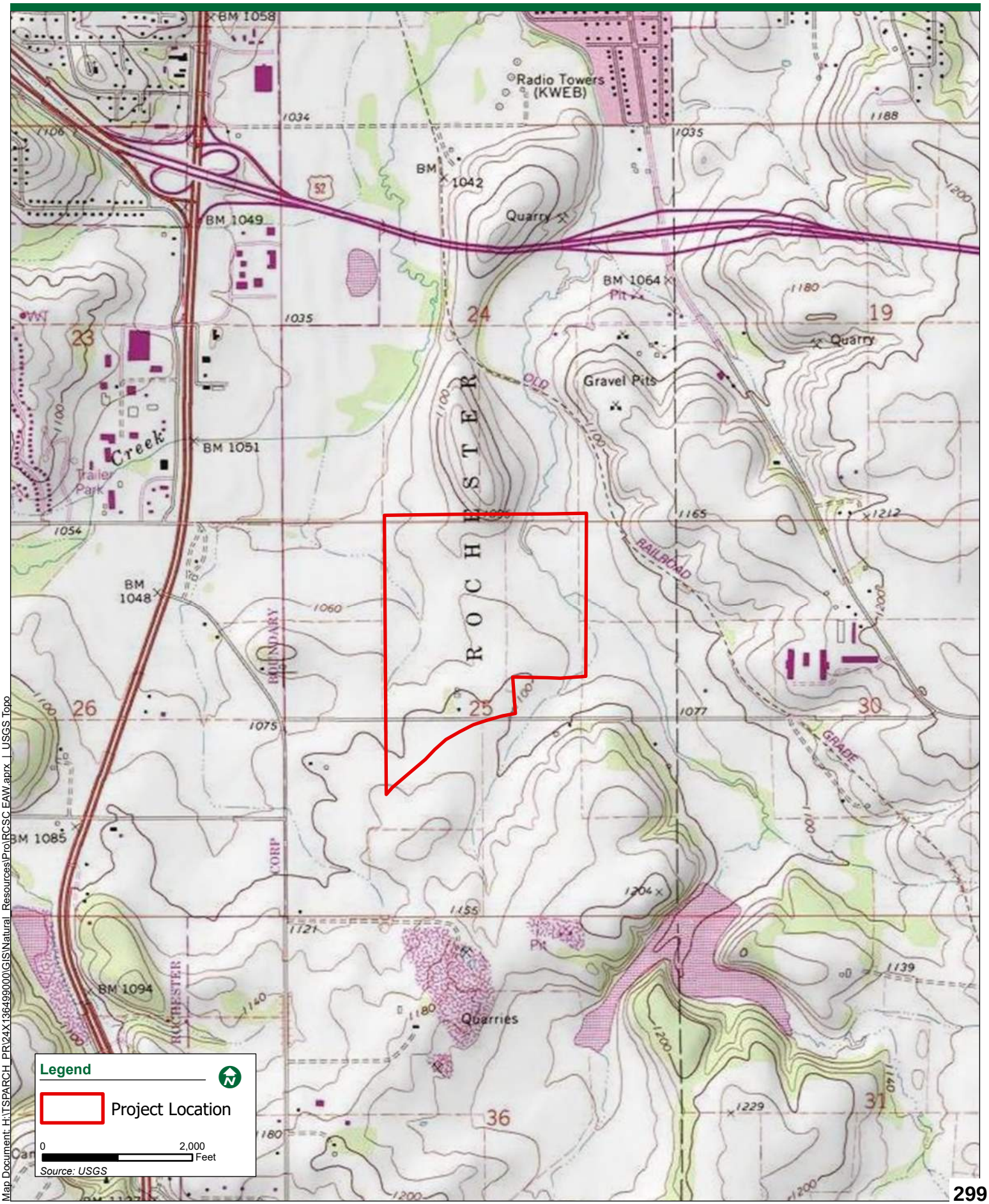
Appendix A: Location

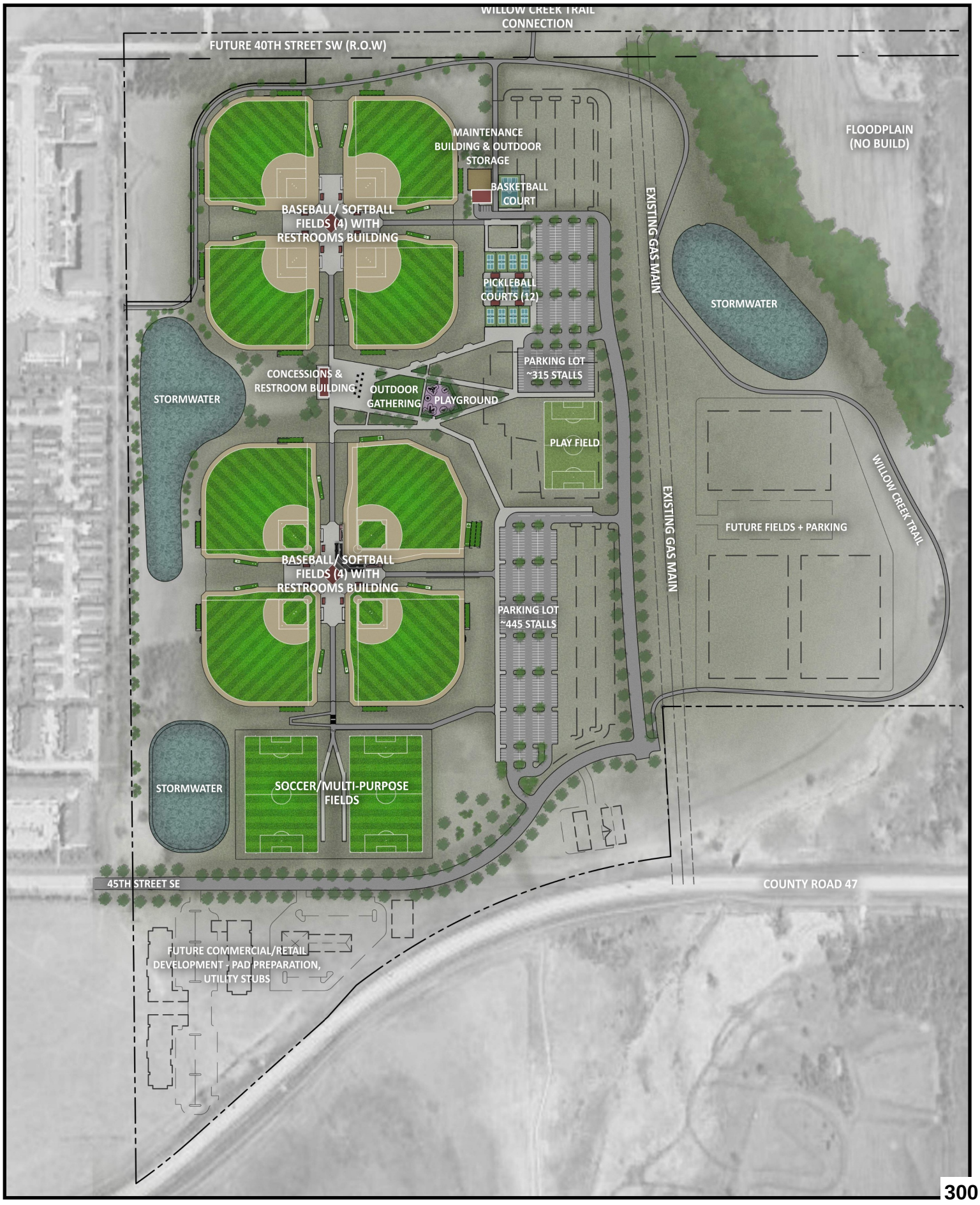


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Map Document: H:\TSPARCH_PR\24X\136499000\GIS\Natural Resources\Pro\RCSC EAW.aprx | Location


Radio Towers (KWEB)
BM 1058
BM 1042
Quarry
BM 1049
BM 1064
Pit
Quarry
Gravel Pits
OLD
ROCHESTER
BM 1051
Creek
Trailer Park
BM 1048
RAILROAD
BOUNDARY
GRADE
CORP
BM 1085
BM 1094
ROCHESTER
Pit
Quarries
Legend
Project Location
0
2,000
Feet
Source: USGS

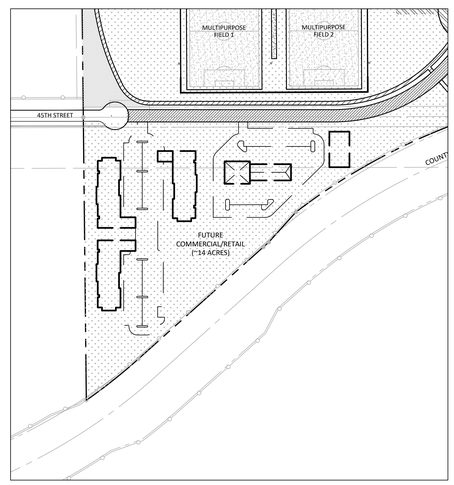

WILLOW CREEK TRAIL CONNECTION
FUTURE 40TH STREET SW (R.O.W)
MAINTENANCE BUILDING & OUTDOOR STORAGE
BASKETBALL COURT
BASEBALL/ SOFTBALL FIELDS (4) WITH RESTROOMS BUILDING
PICKLEBALL COURTS (12)
FLOODPLAIN (NO BUILD)
EXISTING GAS MAIN
STORMWATER
PARKING LOT ~315 STALLS
CONCESSIONS & RESTROOM BUILDING
OUTDOOR GATHERING
PLAYGROUND
STORMWATER
PLAY FIELD
WILLOW CREEK TRAIL
EXISTING GAS MAIN
FUTURE FIELDS + PARKING
BASEBALL/ SOFTBALL FIELDS (4) WITH RESTROOMS BUILDING
PARKING LOT ~445 STALLS
STORMWATER
SOCCER/MULTI-PURPOSE FIELDS
45TH STREET SE
COUNTY ROAD 47
FUTURE COMMERCIAL/RETAIL DEVELOPMENT - PAD PREPARATION, UTILITY STUBS

LISTED DRAWINGS SCALE(S) UNLESS REDUCED FROM ORIGINAL 30 x 42 FORMAT



SHEET LIST TABLE

SHEET NUMBER	SHEET TITLE
C0.00	OVERALL SITE PLAN
C1.00	OVERALL GEOMETRIC PLAN
C2.00	OVERALL FINISHING PLAN OVERALL
C2.01	FINISHING PLAN NORTHWEST
C2.02	FINISHING PLAN NORTH
C2.03	FINISHING PLAN NORTHEAST
C2.04	FINISHING PLAN WEST
C2.05	FINISHING PLAN CENTRAL
C2.06	FINISHING PLAN EAST
C2.07	FINISHING PLAN SOUTHWEST
C2.08	FINISHING PLAN SOUTH
C2.09	FINISHING PLAN SOUTHEAST
C4.00	OVERALL GRADING PLAN
C5.00	OVERALL UTILITIES PLAN
C6.03	DETAILS
C6.04	DETAILS



SOUTHERN CONTINUATION
SCALE 1"=200'

HORZ. SCALE 0 100 200 FEET

TSP
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www.teamtsp.com

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Engineering
Planning

CONSULTANTS

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Phone: (763) 544-7129
Email: Plymouth@bolton-menk.com
www.bolton-menk.com

Kahler Slater

KnutsonConstruction

NOT FOR CONSTRUCTION

PROJECT TITLE

City of Rochester Regional Sports Recreation Center

Rochester, MN

KEYPLAN

ISSUE	DATE	DESCRIPTION

CERTIFICATION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

Date XX/XX/2025 Reg. No. XXXXX

Signed: _____
Name

ISSUE DATE	DRAWN BY
05/02/2025	CDL
PROJECT #	CHECKED BY
24X136499	JRP

SHEET TITLE

OVERALL SITE PLAN

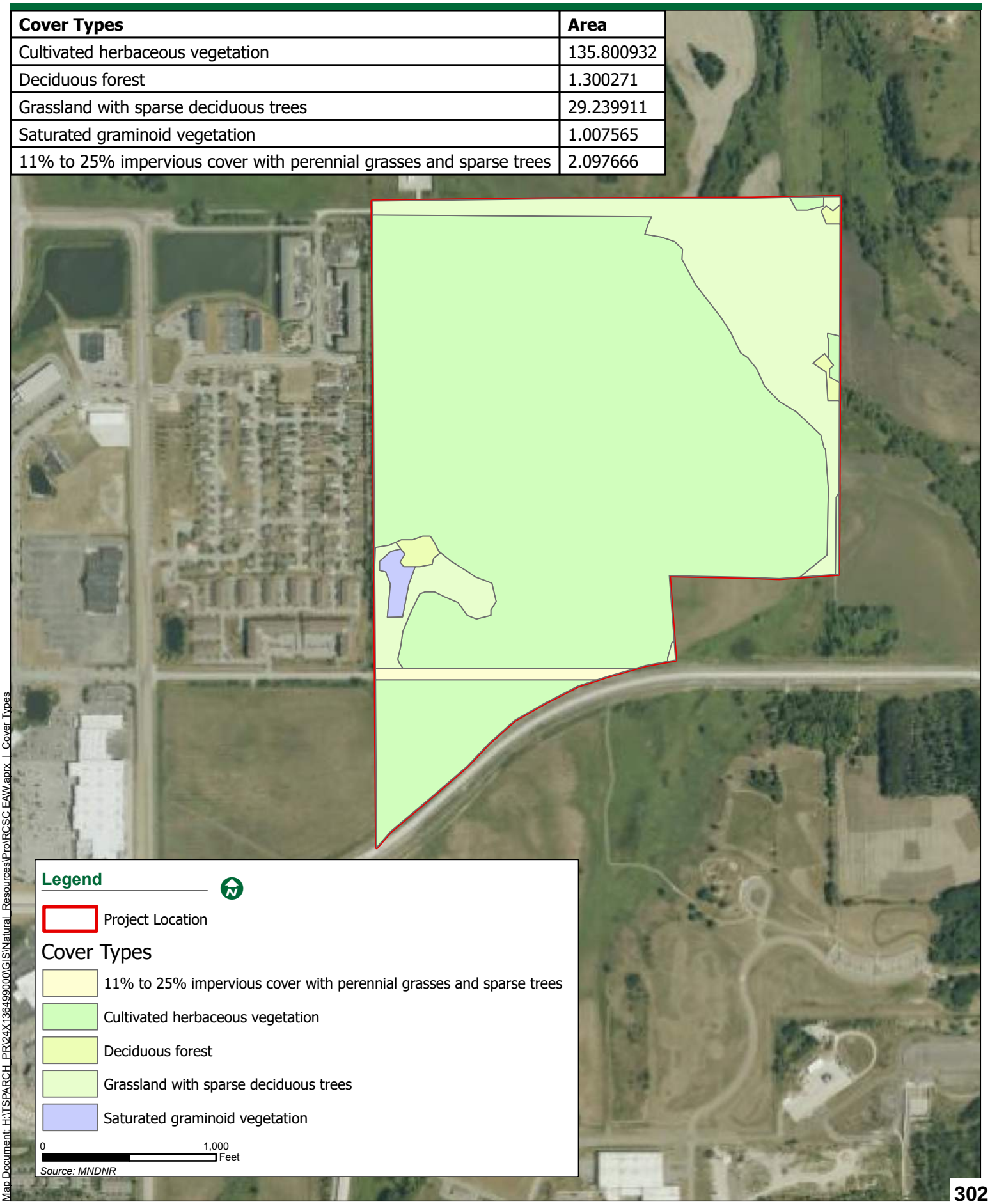
SHEET NUMBER

C0.00

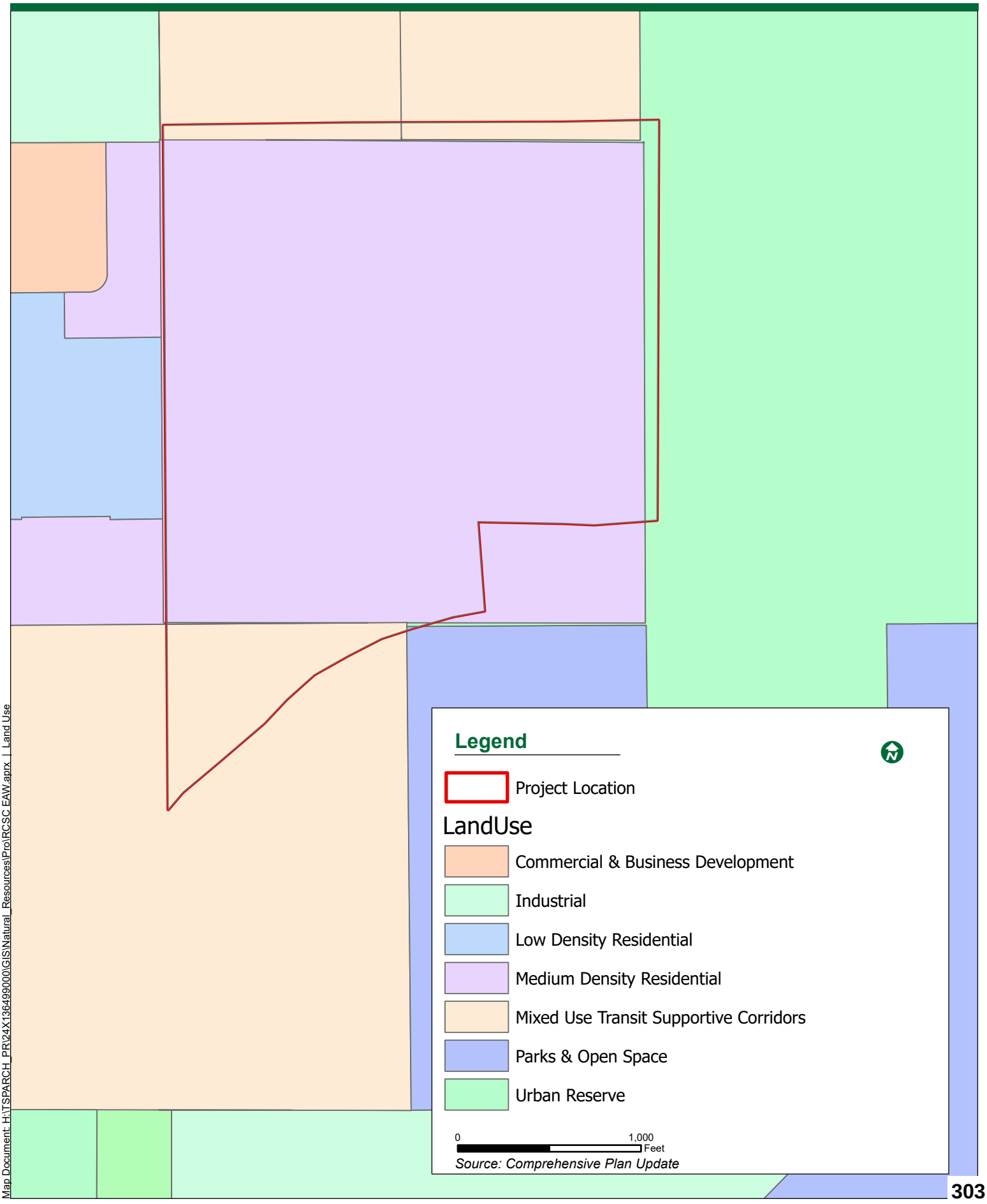
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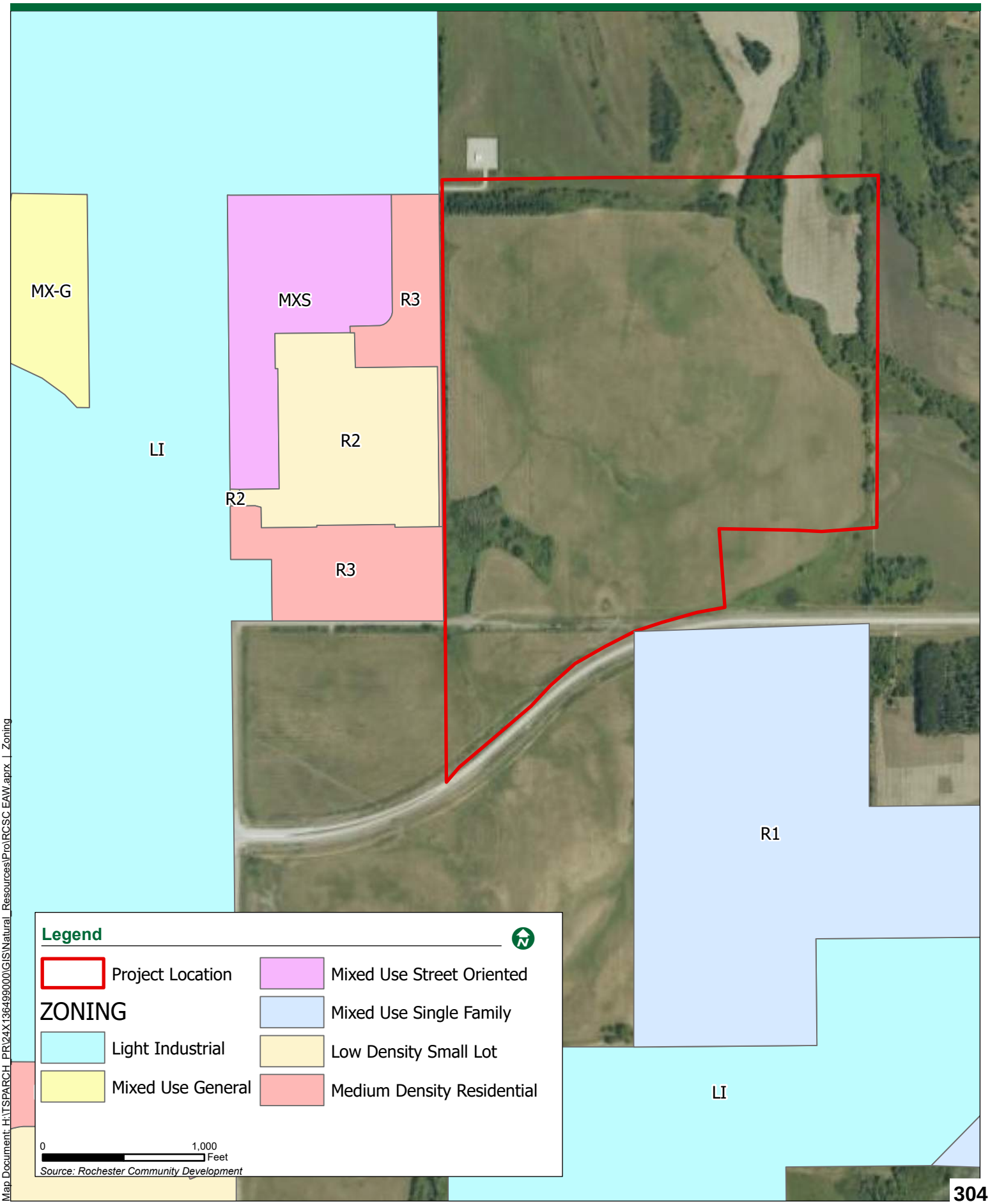
© TSP, Inc. 2025

Cover Types	Area
Cultivated herbaceous vegetation	135.800932
Deciduous forest	1.300271
Grassland with sparse deciduous trees	29.239911
Saturated graminoid vegetation	1.007565
11% to 25% impervious cover with perennial grasses and sparse trees	2.097666



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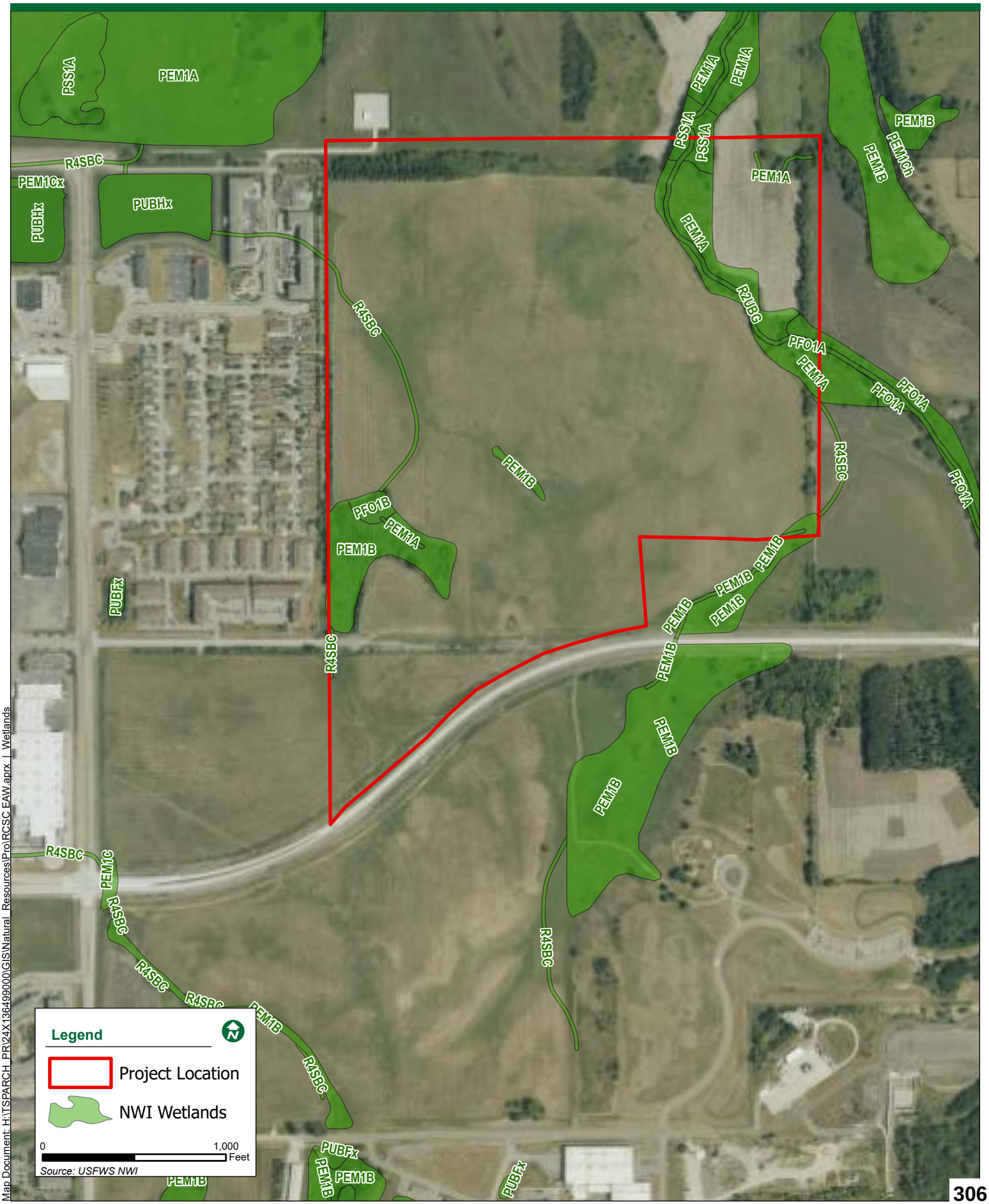

Legend
Project Location
LandUse
Commercial & Business Development
Industrial
Low Density Residential
Medium Density Residential
Mixed Use Transit Supportive Corridors
Parks & Open Space
Urban Reserve
0
1,000
Feet
Source: Comprehensive Plan Update



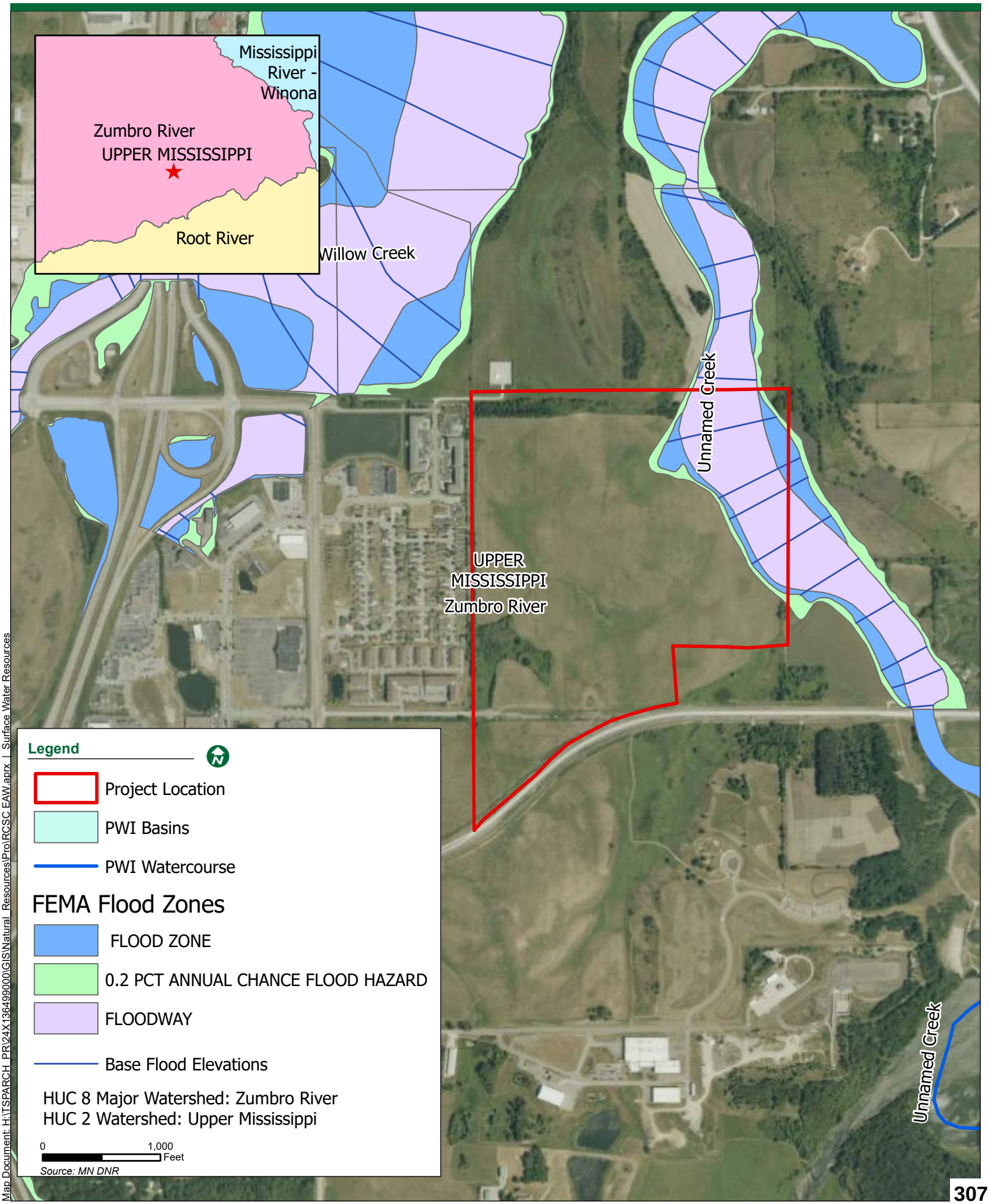
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Appendix B: Wetland Delineation and Species Review

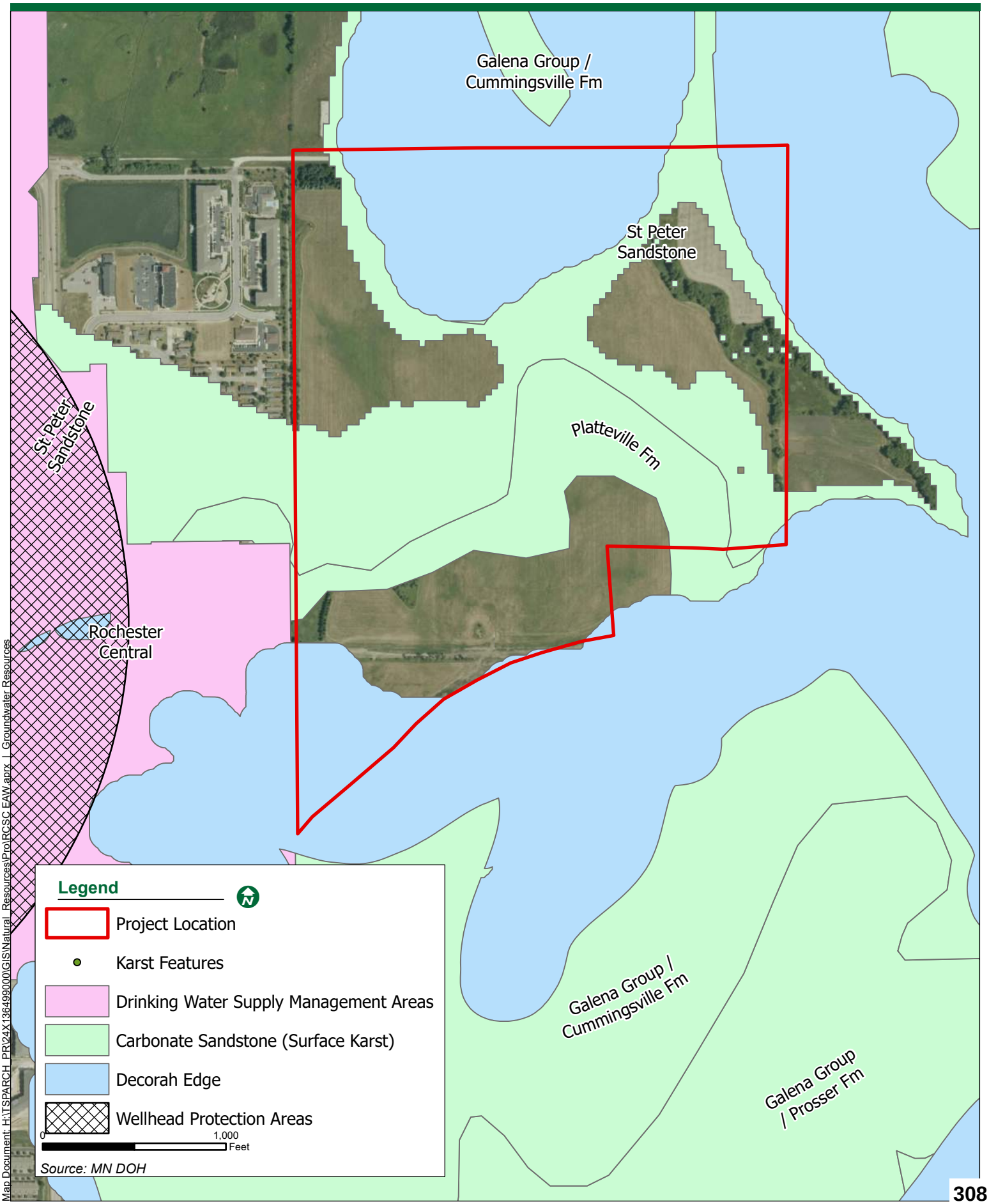
- National Wetland Inventory Map
- Surface Water Resources Map
- Groundwater Resources Map
- MnDNR Natural Heritage Information System (NHIS) Letter
- MnDNR NHIS Request for Review
- MnDNR Conservation Planner Report
- USFWS Information, Planning, and Conservation (IPaC) system Species List
- IPaC Minnesota-Wisconsin Determination Key
- Minnesota Breeding Bird Atlas for Block T106R14b
- Calcareous Fen no impact memo
- Soil Map
- Amended Wetland Delineation Report



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Map Document: H:\TSPARCH_PR\24X136499000\GIS\Natural_Resources\Pro\RCSC EAW.aprx | Surface Water Resources



Map Document: H:\TSPARCH_PR\24X\136499000\GIS\Natural_Resources\Pro\RCSC EAW.aprx | Groundwater Resources

Minnesota Department of Natural Resources
Division of Ecological & Water Resources
500 Lafayette Road, Box 25
St. Paul, MN 55155-4025

August 22, 2025

Heather Mullenbach
Bolton & Menk, Mankato Minnesota

RE: Natural Heritage Review of the proposed **Rochester Regional Sports & Recreation Center, Rochester, MN (24X.136499)**,
T106N R14W Sections 24 and 25; Olmsted County

Dear Heather Mullenbach,

For all correspondence regarding the Natural Heritage Review of this project please include the project ID **MCE-2025-00475** in the email subject line.

As requested, the Minnesota Natural Heritage Information System has been reviewed to determine if the proposed project has the potential to impact any rare species or other significant natural features. Based on the project details provided with the request, the following rare features may be impacted by the proposed project:

Ecologically Significant Areas

- A calcareous fen (*Marion 30, FenID# 8274*) was documented in the vicinity of the proposed project. Edible valerian (*Valeriana edulis* var. *ciliata*), a state-listed threatened plant species, has been documented within the fen. A calcareous fen is a rare and distinctive peat-accumulating wetland that is legally protected in Minnesota. The Wetlands Conservation Act (WCA), authorized by Minnesota Statutes, section 103G.223, states that calcareous fens may not be filled, drained, or otherwise degraded, wholly or partially, by any activity, except as provided for in a management plan approved by the commissioner of the Department of Natural Resources. Many of the unique characteristics of calcareous fens result from the upwelling of groundwater through calcareous substrates. Because of this dependence on groundwater hydrology, calcareous fens can be affected by nearby activities or even those several miles away. For more information regarding calcareous fens, please see the Calcareous Fen Fact Sheet. To minimize stormwater impacts, please refer to the Minnesota Pollution Control Agency's General Principles for Erosion Prevention and Sediment Control in the Minnesota Stormwater Manual. Please note that calcareous fens are "Special Waters" and a buffer zone may be required.

  Calcareous fens may be impacted by activities within the fen, activities that affect surface water flows (e.g., stormwater flow, erosion), or activities that affect groundwater hydrology (e.g., groundwater pumping, contamination, discharge, or excavation). **To ensure compliance under WCA, please contact the Calcareous Fen Program Coordinator, Keylor Andrews (Keylor.Andrews@state.mn.us).**

If it is determined the project will impact the fen in any way, including indirect impacts through the alteration of hydrological conditions, a rare plant survey is required. Minnesota's Endangered Species Statute (Minnesota Statutes, section 84.0895) and associated Rules (Minnesota Rules, part 6212.1800 to 6212.2300 and 6134) prohibit the take of endangered or threatened plants or animals, including their parts or seeds, without a permit. Surveys must be conducted by a qualified surveyor and follow the standards contained in the Rare Species Survey Process and Rare Plant Guidance. Visit the Natural Heritage Review page for a list of certified surveyors and more information on this process. Survey proposals should be submitted to Reports.NHIS@state.mn.us prior to initiating survey work. Project planning should take into account that any botanical survey needs to be conducted during the appropriate time of the year, which may be limited. Please consult Review.NHIS@state.mn.us if you have any questions regarding this process.

- The Minnesota Biological Survey (MBS) has identified **Rochester 24** as a Site of *Moderate* Biodiversity Significance adjacent to the proposed project. Sites of Biodiversity Significance (MBS Sites) have varying levels of native biodiversity and are ranked based on the relative significance of this biodiversity at a statewide level. Sites ranked as *Moderate* contain occurrences of rare species and/or moderately disturbed native plant communities, and/or landscapes that have a strong potential for recovery.

  The DNR recommends that the project be designed to avoid impacts to these ecologically significant areas. Actions to avoid or minimize disturbance include, but are not limited to, the following recommendations:
  - As much as possible, operate within already-disturbed areas.
  - Avoid MBS Sites and Native Plant Communities ranked S1, S2, or S3.
  - Retain a buffer between proposed activities and the MBS Site.
  - Minimize vehicular disturbance in the MBS Site (allow only vehicles/equipment necessary for construction activities).
  - Do not park equipment or stockpile supplies in the MBS Site.
  - Do not place spoil in the MBS Site or other sensitive areas.
  - If possible, conduct the work under frozen ground conditions.
  - Use effective erosion prevention and sediment control measures.
  - Inspect and clean equipment prior to operation and follow recommendations to prevent the spread of invasive species.
  - Revegetate disturbed soil with native species suitable to the local habitat as soon after construction as possible.
  - Use only weed-free mulches, topsoils, and seed mixes. Of particular concern are birdsfoot trefoil (*Lotus corniculatus*) and crown vetch (*Coronilla varia*), two invasive species that are sold commercially and are problematic in prairies and disturbed open areas.

  Ecologically Significant Areas can be viewed using the Explore page in Minnesota Conservation Explorer (MCE) or their GIS shapefiles can be downloaded from the MN Geospatial Commons. Reference the MBS Site Biodiversity Significance and Native Plant Community websites for information on interpreting the data. To receive a list of Ecologically Significant Areas in the vicinity of your project, create a Conservation Planning Report using the Explore page in MCE.

State-listed Species

- Loggerhead shrikes (*Lanius ludovicianus*), a state-listed endangered bird, have been documented within the project boundary. Loggerhead shrikes use grasslands that contain short grass and scattered perching sites such as hedgerows, shrubs, or small trees. They can be found in native prairie, pastures, shelterbelts, old fields or orchards, cemeteries, grassy roadsides, and farmyards. Minnesota's Endangered Species Statute (Minnesota Statutes, section 84.0895) and associated Rules (Minnesota Rules, part 6212.1800 to 6212.2300 and 6134) prohibit the take of endangered or threatened plants or animals, including their parts or seeds, without a permit. Given the potential for this species to be found in the vicinity of the project, **tree and shrub removal is required to be avoided during the breeding season, April through July.**

  Please contact Review.NHIS@state.mn.us **to confirm that the above avoidance measure will be implemented or to inform us that avoidance is not feasible.** If avoidance is not feasible, a qualified surveyor needs to conduct a survey for active nests before any trees or shrubs are removed. Requirements for surveys and lists of DNR certified surveyors can be found on the Natural Heritage Review website.

- The Natural Heritage Information System (NHIS) tracks bat roost trees and hibernacula plus some acoustic data, but this information is not exhaustive. Even if there are no bat records listed nearby, all of Minnesota's bats, including the federally endangered northern long-eared bat (*Myotis septentrionalis*), can be found throughout Minnesota. During the active season (approximately April-November) bats roost underneath bark, in cavities, or in crevices of both live and dead trees. Tree removal can negatively impact bats by destroying roosting habitat, especially during the pup rearing season when females are forming maternity roosting colonies and the pups cannot yet fly. To minimize these impacts, **the DNR recommends that tree removal be avoided from June 1 through August 15.**

- Please visit the DNR Rare Species Guide for more information on the habitat use of state-listed species and recommended measures to avoid or minimize impacts.

- Please report incidental sightings of state-listed species via the DNR Plant and Animal Observation Form.

Federally Protected Species

- To ensure compliance with federal law, conduct a federal regulatory review using the U.S. Fish and Wildlife Service's (USFWS) online Information for Planning and Consultation (IPaC) tool.

Environmental Review and Permitting

- The Environmental Assessment Worksheet (EAW) should address whether the proposed project has the potential to adversely affect the above rare features and, if so, it should identify specific measures that will be taken to avoid or minimize disturbance. Sufficient information should be provided so the DNR can determine whether a permit to take will be needed for any of the above protected species.
- Please include a copy of this letter and the MCE-generated Final Project Report in any state or local license or permit application. Please note that measures to avoid or minimize disturbance to the above rare features may be included as restrictions or conditions in any required permits or licenses.

The Natural Heritage Information System (NHIS), a collection of databases that contains information about Minnesota's rare natural features, is maintained by the Division of Ecological and Water Resources, Department of Natural Resources. The NHIS is continually updated as new information becomes available and is the most complete source of data on Minnesota's native plant communities, rare species, and other rare features. However, the NHIS is not an exhaustive inventory and does not contain the locations of all rare features in the state. Therefore, ecologically significant features for which we have no records may exist within the project area. If additional information becomes available regarding rare features in the vicinity of the project, further review may be necessary.

For environmental review purposes, the results of this Natural Heritage Review are valid for one year; the results are only valid for the project location and project description provided with the request. **If project details change or the project has not occurred within one year, please resubmit the project for review within one year of initiating project activities.** Resubmit by selecting *Clone Project as Draft* on the project page in MCE.

The Natural Heritage Review does not constitute project approval by the Department of Natural Resources. Instead, it identifies issues regarding known occurrences of rare features and potential impacts to these rare features. Visit Natural Heritage Review for additional information regarding this process, survey guidance, and other related information. For information on the environmental review process or other natural resource concerns, please contact your DNR Regional Environmental Assessment Ecologist.

Thank you for consulting us on this matter and for your interest in preserving Minnesota's rare natural resources.

Sincerely,
Molly Barrett

Digitally signed by Molly Barrett
Date: 2025.08.22 14:20:13 -05'00'

Natural Heritage Review Specialist
molly.barrett@state.mn.us

Cc: Melissa Collins, Regional Environmental Assessment Ecologist, Central (Region 3)
Cc: Keylor Andrews, Calcareous Fen Program Coordinator

DEPARTMENT OF NATURAL RESOURCES

Formal Natural Heritage Review - Cover Page

See next page for results of review. A draft watermark means the project details have not been finalized and the results are not official.

Project Name: Rochester Regional Sports & Recreation Center, Rochester, MN (24X.136499)

Project Proposer: City of Rochester, MN

Project Type: Development, Recreational/Entertainment

Project Type Activities: Wetland impacts (e.g., dewatering, tiling, drainage, discharge, excavation, fill, runoff, sedimentation, changes in hydrology);Tree Removal;Grading

TRS: T106 R14 S24, T106 R14 S25

County(s): Olmsted

DNR Admin Region(s): Central

Reason Requested: State EAW

Project Description: The Rochester Regional Sports & Recreation Center Project is located in Section 25, Township 106 North, Range 14 West, of Rochester, Olmsted County, MN. ...

Existing Land Uses: The entire project area includes approximately 170 acres. The area has slopes, wetlands, trees, and other vegetation. The majority of the site was agricultural ...

Landcover / Habitat Impacted: Wetlands, trees, and vegetation will be removed. The site will be graded, and soil will be compacted. It is anticipated that through the project this land ...

Waterbodies Affected: The closest waterbody is an unnamed stream, located within the northeast portion of the project area. The stream is shown as impaired by the MPCA. No work ...

Groundwater Resources Affected: Dust and sediment control will be used during construction to minimize and avoid permanent impacts on surrounding vegetation and waterbodies. A construction ...

Previous Natural Heritage Review: No

Previous Habitat Assessments / Surveys: No

SUMMARY OF AUTOMATED RESULTS

Category	Results	Response By Category
Project Details	Comments	Tree Removal - Recommendations
Ecologically Significant Area	Comments	MBS Sites - Recommendations Protected Wetlands: Calcareous Fens Potential Fen Impacts
State-Listed Endangered or Threatened Species	Needs Further Review	State-protected Species - Needs Further Review
State-Listed Species of Special Concern	No Comments	No Further Review Required

Category	Results	Response By Category
Federally Listed Species	No Records	Visit IPaC For Federal Review

DEPARTMENT OF NATURAL RESOURCES

May 21, 2025

Project Name: Rochester Regional Sports & Recreation Center, Rochester, MN (24X.136499)
Project Proposer: City of Rochester, MN
Project Type: Development, Recreational/Entertainment
Project ID: MCE #2025-00475

AUTOMATED RESULTS: FURTHER REVIEW IS NEEDED
As requested, the above project has undergone an automated review for potential impacts to rare features. Based on this review, one or more rare features may be impacted by the proposed project and further review by the Natural Heritage Review Team is needed. You will receive a separate notification email when the review process is complete and the Natural Heritage Review letter has been posted.

Please refer to the table on the cover page of this report for a summary of potential impacts to rare features. For additional information or planning purposes, use the Explore Page in Minnesota Conservation Explorer to view the potentially impacted rare features or to create a Conservation Planning Report for the proposed project.

If you have additional information to help resolve the potential impacts listed in the summary results, please attach related project documentation in the Edit Details tab of the Project page. Relevant information includes, but is not limited to, additional project details, completed habitat assessments, or survey results. This additional information will be considered during the project review.

· Regional Sports & Recreation Center, Rochester, MN (24

Aerial Imagery With Locator Map





Project Type: Development, Recreational/Entertainment

Project Size (acres): 169.30

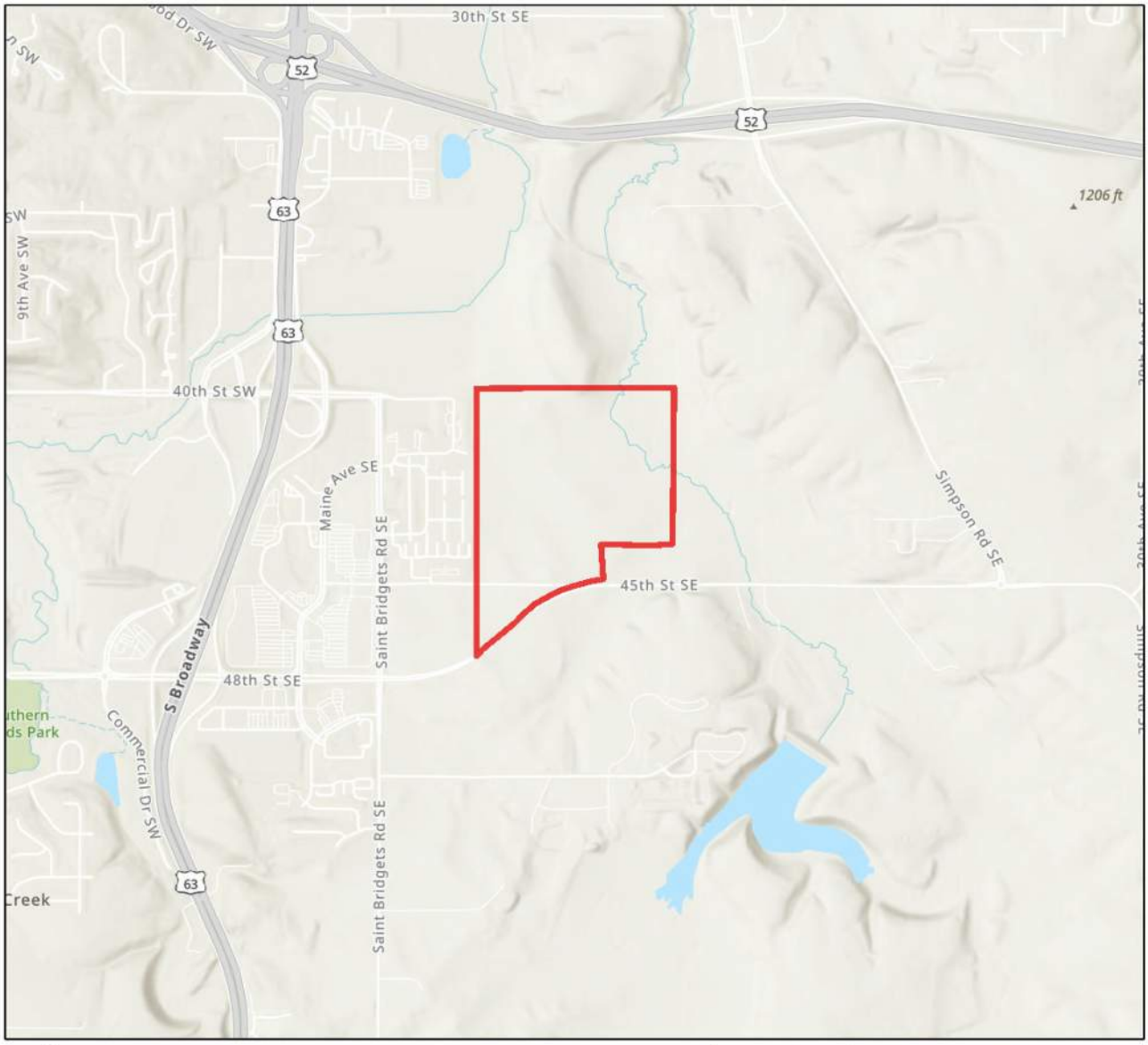
County(s): Olmsted

TRS: T106 R14 S24, T106 R14 S25

Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, USFWS
Maxar
Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS,

· Regional Sports & Recreation Center, Rochester, MN (24

USA Topo Basemap With Locator Map



N
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0 0.15 0.3 0.6 0.9 1.2 Miles

Project Boundary

Project Type: Development, Recreational/Entertainment

Project Size (acres): 169.30

County(s): Olmsted

TRS: T106 R14 S24, T106 R14 S25

Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, USFWS
Esri, NASA, NGA, USGS, FEMA
Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS,



Conservation Planning Report: Rochester Regional Sports & Recreation Center, Rochester, MN (24X.136499)

This document is intended for planning purposes only for the area of interest defined by the user. The report identifies ecologically significant areas documented within the defined area of interest plus any additional search distance indicated below. These ecologically significant areas can be viewed in the Explore Tab of the Minnesota Conservation Explorer. Please visit MN Geospatial Commons for downloadable GIS data.

This document does not meet the criteria for a Natural Heritage Review. If a Natural Heritage Review is needed, please define an Area of Interest in the Explore Tab and click on the Natural Heritage Review option.

This document does not include known occurrences of state-listed or federally listed species.

MBS Sites of Biodiversity Significance

Search distance = 330 feet

Minnesota Biological Survey (MBS) Sites of Biodiversity Significance are areas with varying levels of native biodiversity that may contain high quality native plant communities, rare plants, rare animals, and/or animal aggregations. A Biodiversity Significance Rank is assigned on the basis of the number of rare species, the quality of the native plant communities, size of the site, and context within the landscape. MBS Sites are ranked Outstanding, High, or Moderate. Areas ranked as Below were found to be disturbed and are retained in the layer as negative data. These areas do not meet the minimum biodiversity threshold for statewide significance but may have conservation value at the local level as habitat for native plants and animals, corridors for animal movements, buffers surrounding higher quality natural areas, or as areas with high potential for restoration of native habitat. The DNR recommends avoidance of MBS Sites of Biodiversity Significance ranked High or Outstanding.

Wetlands within MBS Sites of Outstanding or High Biodiversity Significance may be considered Rare Natural Communities under the Wetland Conservation Act. For technical guidance on Rare Natural Communities, please visit WCA Program Guidance and Information.

For more information please visit MBS Sites of Biodiversity Significance.

The following MBS Sites of Biodiversity Significance are within the search area:

MBS Site Name	Biodiversity Significance	Status
ROCHESTER 24	Moderate	final

DNR Native Plant Communities

Search distance = 330 feet

A native plant community is a group of native plants that interact with each other and with their environment in ways not greatly altered by modern human activity or by introduced organisms. These groups of native plant species form recognizable units, such as oak savannas, pine forests, or marshes, that tend to repeat over space and time. Native plant communities are classified and described by considering vegetation, hydrology, landforms, soils, and natural disturbance regimes.

DNR Native Plant Community types and subtypes are given a Conservation Status Rank that reflects the relative rarity and endangerment of the community type in Minnesota. Conservation Status Ranks range from S1 (critically imperiled) to S5 (secure, common, widespread, and abundant). Native plant communities with a Conservation Status Rank of S1 through S3 are considered rare in the state. The DNR recommends avoidance of rare native plant communities.

Wetland native plant communities with a conservation status rank of S1 through S3 may also be considered Rare Natural Communities under the Wetland Conservation Act. For technical guidance on Rare Natural Communities, please visit WCA Program Guidance and Information.

DNR Native Plant Communities may be given a Condition Rank that reflects the degree of ecological integrity of a specific occurrence of a native plant community. The Condition Rank is based on species composition, vegetation structure, ecological processes and functions, level of human disturbance, presence of exotic species, and other factors. Condition Ranks range from A-rank (excellent ecological integrity) to D-rank (poor ecological integrity. A Condition Rank of NR means Not Ranked and a Condition Rank of MULTI mean multiple ranks are present because the record is a native plant community complex.

For more information please visit Minnesota's Native Plant Communities.

SEARCH RESULTS: No features were found within the search area.

Calcareous Fens

Search distance = 5 miles

A calcareous fen is a rare and distinctive peat-accumulating wetland that is legally protected in Minnesota under the Wetland Conservation Act (*Minnesota Statutes*, section 103G.223). Many of the unique characteristics of calcareous fens result from the upwelling of groundwater through calcareous substrates. Because of this dependence on groundwater hydrology, calcareous fens can be affected by nearby activities or even those several miles away. For more information regarding calcareous fens, please see the Calcareous Fen Fact Sheet or review the List of Known Calcareous Fens.

The following Calcareous Fens are within the search area:

Fen Site Name	Fen ID	TRS
High Forest 15	8275	105N014W - 15
Joyce Park Fen	31964	106N013W - 8; 106N013W - 7
Marion 30	8274	106N013W - 30
Marion 8	31964	106N013W - 8
Rochester 23	31980	106N014W - 23

DNR Old Growth Stands

Search distance = 330 feet

Old-growth forests are natural forests that have developed over a long period of time, generally at least 120 years, without experiencing severe, stand-replacing disturbances such as fires, windstorms, or logging. Old-growth forests are a unique, nearly vanished piece of Minnesota's history and ecology; less than 4% of Minnesota's old-growth forests remain. The DNR recommends avoidance of all DNR Old Growth Stands. The following DNR Old Growth Stands have been documented within the search area.

SEARCH RESULTS: No features were found within the search area.

MN Prairie Conservation Plan

Search distance = 330 feet

The Minnesota Prairie Conservation Plan, a twenty-five year strategy for accelerating prairie conservation in the state, identifies Core Areas, Corridors, and Corridor Complexes as areas to focus conservation efforts. The Plan's strategies include protection, enhancement, and restoration of grassland and wetland habitat. To meet the Plan's goals, approaches within Core Areas will need to include restoration and approaches within Corridors will need to include conservation of grassland habitat which can provide stepping stones between larger Core Areas.

SEARCH RESULTS: No features were found within the search area.

Important Bird Areas

Search distance = 1 mile

Important Bird Areas, identified by Audubon Minnesota in partnership with the DNR, are part of an international conservation effort aimed at conserving globally important bird habitats. They are voluntary and non-regulatory, but the designation demonstrates the significant ecological value of the area.

SEARCH RESULTS: No features were found within the search area.

Lakes of Biological Significance

Search distance = 330 feet

Lakes of Biological Significance are high quality lakes as determined by the aquatic plant, fish, bird, or amphibian communities present within the lake. To be included in this layer, a lake only needs to meet the criteria for one of these four community types. The lake is assigned a biological significance of Outstanding, High, or Moderate based on the community with the highest quality.

SEARCH RESULTS: No features were found within the search area.

USFWS Habitat Conservation Plans

A Habitat Conservation Plan (HCP) is a mechanism for compliance with the federal Endangered Species Act for a given set of activities and protected species. An HCP is required by the U.S. Fish and Wildlife Service (USFWS) as part of an application for an incidental take permit (ITP). The ITP allows the permit holder to proceed with activities covered in the HCP that could result in the unintentional take of federally listed species.

Lakes States Forest Management Bat Habitat Conservation Plan (Bat HCP): (search distance = 0; within area of interest only) This HCP was created to provide flexibility to the Minnesota Department of Natural Resources (DNR) to manage forests while addressing federal Endangered Species Act (ESA) regulations related to federally threatened and endangered bat species. The Bat HCP covers three bat species within Minnesota: northern long-eared bat, little brown bat, and tricolored bat. This report is intended to help non-federal, non-DNR landowners evaluate their potential eligibility for the Landowner Enrollment Program of the Bat HCP (For DNR-administered land, DNR staff should refer to the Bat HCP Implementation Policy).

Landowner Enrollment Program – DNR's incidental take permit may be extended through the Landowner Enrollment Program (LEP) to eligible non-federal landowners who conduct forest management activities. Landowners may be eligible to enroll in the LEP if they are a county land administrator, own more than 10,000 acres, or own land that overlaps a Bat HCP feature. The results below indicate if the defined area of interest overlaps a Bat HCP feature. For more information on how to enroll in the LEP, please visit the Landowner Enrollment Program (LEP).

SEARCH RESULTS: No Bat HCP features were found within the area of interest. Landowners are only eligible to apply for the Landowner Enrollment Program if they are a county land administrator or they own more than 10,000 acres.

USFWS Regulatory Layers

To ensure compliance with federal law, conduct a federal regulatory review using the U.S. Fish and Wildlife Service's (USFWS) online Information for Planning and Consultation (IPaC) tool. This report is not a substitution for a Section 7 review.

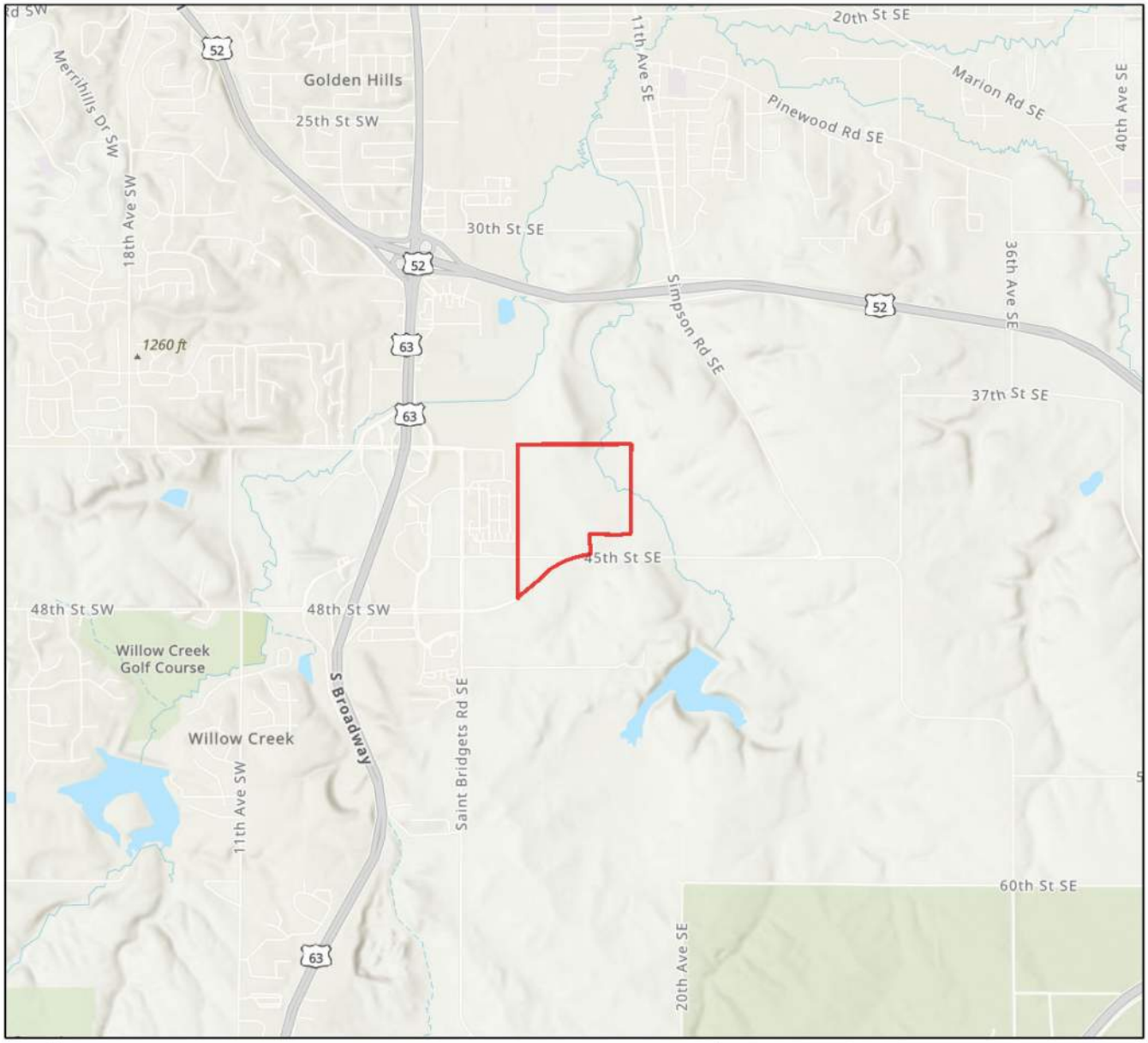
For informational purposes only, this tool currently checks the following USFWS Regulatory Layers:

Rusty Patched Bumblebee High Potential Zones: (*search distance = 0; within area of interest only*) The rusty patched bumble bee (*Bombus affinis*), federally listed as endangered, is likely to be present in suitable habitat within the high potential zones. From April through October this species uses underground nests in upland grasslands, shrublands, and forest edges, and forages where nectar and pollen are available. From October through April the species overwinters under tree litter in upland forests and woodlands. The rusty patched bumble bee may be impacted by a variety of land management activities including, but not limited to, prescribed fire, tree-removal, haying, grazing, herbicide use, pesticide use, land-clearing, soil disturbance or compaction, or use of non-native bees. The USFWS RPBB guidance provides guidance on avoiding impacts to rusty patched bumble bee and a key for determining if actions are likely to affect the species; the determination key can be found in the appendix. Please visit the USFWS Rusty Patched Bumble Bee Map for the most current locations of High Potential Zones.

SEARCH RESULTS: No features were found within the search area.

· Regional Sports & Recreation Center, Rochester, MN (24

Conservation Planning Map



N
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0 0.28 0.55 1.1 1.65 2.2 Miles

Area of Interest



Size (acres): 169.30

County(s): Olmsted

Esri, TomTom, Garmin, FAO, NOAA, USGS, EPA, USFWS
Esri, NASA, NGA, USGS, FEMA
Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS,

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Minnesota-Wisconsin Ecological Services Field Office
3815 American Blvd East
Bloomington, MN 55425-1659
Phone: (952) 858-0793

In Reply Refer To: 06/23/2025 16:15:36 UTC
Project Code: 2025-0112579
Project Name: Rochester Regional Sports & Recreation Center (24X.136499)

Subject: List of threatened and endangered species that may occur in your proposed project location or may be affected by your proposed project

To Whom It May Concern:

This response has been generated by the Information, Planning, and Conservation (IPaC) system to provide information on natural resources that could be affected by your project. The U.S. Fish and Wildlife Service (Service) provides this response under the authority of the Endangered Species Act of 1973 (16 U.S.C. 1531-1543), the Bald and Golden Eagle Protection Act (16 U.S.C. 668-668d), the Migratory Bird Treaty Act (16 U.S.C. 703-712), and the Fish and Wildlife Coordination Act (16 U.S.C. 661 *et seq.*).

Threatened and Endangered Species
The enclosed species list identifies threatened, endangered, proposed and candidate species, as well as proposed and final designated critical habitat, that may occur within the boundary of your proposed project and may be affected by your proposed project. The species list fulfills the requirement for obtaining a Technical Assistance Letter from the U.S. Fish and Wildlife Service under section 7(c) of the Endangered Species Act (Act) of 1973, as amended (16 U.S.C. 1531 *et seq.*).

New information based on updated surveys, changes in the abundance and distribution of species, changed habitat conditions, or other factors could change this list. Note that under 50 CFR 402.12(e) of the regulations implementing section 7 of the Act, the accuracy of this species list should be verified after 90 days. The Service recommends that verification be completed by visiting the IPaC website at regular intervals during project planning and implementation for updates to species lists and information. An updated list may be requested through the IPaC system by completing the same process used to receive the enclosed list.

Consultation Technical Assistance
Please refer to refer to our Section 7 website for guidance and technical assistance, including step-by-step instructions for making effects determinations for each species that might be present and for specific guidance on the following types of projects: projects in developed areas, HUD, CDBG, EDA, USDA Rural Development projects, pipelines, buried utilities, telecommunications, and requests for a Conditional Letter of Map Revision (CLOMR) from FEMA.

We recommend running the project (if it qualifies) through our **Minnesota-Wisconsin Federal Endangered Species Determination Key (Minnesota-Wisconsin ("D-key"))**. A demonstration video showing how-to access and use the determination key is available. Please note that the Minnesota-Wisconsin D-key is the third option of 3 available d-keys. D-keys are tools to help Federal agencies and other project proponents determine if their proposed action has the potential to adversely affect federally listed species and designated critical habitat. The Minnesota-Wisconsin D-key includes a structured set of questions that assists a project proponent in determining whether a proposed project qualifies for a certain predetermined consultation outcome for all federally listed species found in Minnesota and Wisconsin (except for the northern long-eared bat- see below), which includes determinations of “no effect” or “may affect, not likely to adversely affect." In each case, the Service has compiled and analyzed the best available information on the species’ biology and the impacts of certain activities to support these determinations.

If your completed d-key output letter shows a "No Effect" (NE) determination for all listed species, print your IPaC output letter for your files to document your compliance with the Endangered Species Act.

For Federal projects with a “Not Likely to Adversely Affect” (NLAA) determination, our concurrence becomes valid if you do not hear otherwise from us after a 30-day review period, as indicated in your letter.

If your d-key output letter indicates additional coordination with the Minnesota-Wisconsin Ecological Services Field Office is necessary (i.e., you get a “May Affect” determination), you will be provided additional guidance on contacting the Service to continue ESA coordination outside of the key; ESA compliance cannot be concluded using the key for “May Affect” determinations unless otherwise indicated in your output letter.

Note: Once you obtain your official species list, you are not required to continue in IPaC with d-keys, although in most cases these tools should expedite your review. If you choose to make an effects determination on your own, you may do so. If the project is a Federal Action, you may want to review our section 7 step-by-step instructions before making your determinations.

Using the IPaC Official Species List to Make No Effect and May Affect Determinations for Listed Species

1. If IPaC returns a result of “There are no listed species found within the vicinity of the project,” then project proponents can conclude the proposed activities will have **no effect** on any federally listed species under Service jurisdiction. Concurrence from the Service is not required for **no effect** determinations. No further consultation or coordination is required. Attach this letter to the dated IPaC species list report for your records.
2. If IPaC returns one or more federally listed, proposed, or candidate species as potentially present in the action area of the proposed project – other than bats (see below) – then project proponents must determine if proposed activities will have **no effect** on or **may affect** those species. For assistance in determining if suitable habitat for listed, candidate, or proposed species occurs within your project area or if species may be affected by project activities, you can obtain Life History Information for Listed and Candidate Species on our office website. If no impacts will occur to a species on the IPaC species list (e.g., there is no habitat present in the project area), the appropriate determination is **no effect**. No further consultation or coordination is required. Attach this letter to the dated IPaC species list report for your records.

3. Should you determine that project activities **may affect** any federally listed, please contact our office for further coordination. Letters with requests for consultation or correspondence about your project should include the Consultation Tracking Number in the header. Electronic submission is preferred.

Northern Long-Eared Bats
Northern long-eared bats occur throughout Minnesota and Wisconsin and the information below may help in determining if your project may affect these species.

Suitable summer habitat for northern long-eared bats consists of a wide variety of forested/wooded habitats where they roost, forage, and travel and may also include some adjacent and interspersed non-forested habitats such as emergent wetlands and adjacent edges of agricultural fields, old fields and pastures. This includes forests and woodlots containing potential roosts (i.e., live trees and/or snags ≥3 inches dbh for northern long-eared bat that have exfoliating bark, cracks, crevices, and/or hollows), as well as linear features such as fencerows, riparian forests, and other wooded corridors. These wooded areas may be dense or loose aggregates of trees with variable amounts of canopy closure. Individual trees may be considered suitable habitat when they exhibit the characteristics of a potential roost tree and are located within 1,000 feet (305 meters) of forested/wooded habitat. Northern long-eared bats have also been observed roosting in human-made structures, such as buildings, barns, bridges, and bat houses; therefore, these structures should also be considered potential summer habitat and evaluated for use by bats. If your project will impact caves or mines or will involve clearing forest or woodland habitat containing suitable roosting habitat, northern long-eared bats could be affected. For bat activity dates, please review Appendix L in the Range-wide Indiana Bat and Northern Long-Eared Bat Survey Guidelines.

Examples of unsuitable habitat include:

- Individual trees that are greater than 1,000 feet from forested or wooded areas,
- Trees found in highly developed urban areas (e.g., street trees, downtown areas),
- A pure stand of less than 3-inch dbh trees that are not mixed with larger trees, and
- A monoculture stand of shrubby vegetation with no potential roost trees.

If IPaC returns a result that northern long-eared bats are potentially present in the action area of the proposed project, project proponents can conclude the proposed activities **may affect** this species **IF** one or more of the following activities are proposed:

- Clearing or disturbing suitable roosting habitat, as defined above, at any time of year,
- Any activity in or near the entrance to a cave or mine,
- Mining, deep excavation, or underground work within 0.25 miles of a cave or mine,
- Construction of one or more wind turbines, or
- Demolition or reconstruction of human-made structures that are known to be used by bats based on observations of roosting bats, bats emerging at dusk, or guano deposits or stains.

If none of the above activities are proposed, project proponents can conclude the proposed activities will have **no effect** on the northern long-eared bat. Concurrence from the Service is not required for **No Effect** determinations. No further consultation or coordination is required. Attach this letter to the dated IPaC

species list report for your records.

If any of the above activities are proposed, and the northern long-eared bat appears on the user's species list, the federal project user will be directed to either the northern long-eared bat and tricolored bat range-wide D-key or the Federal Highways Administration, Federal Railways Administration, and Federal Transit Administration Indiana bat/Northern long-eared bat D-key, depending on the type of project and federal agency involvement. Similar to the Minnesota-Wisconsin D-key, these d-keys helps to determine if prohibited take might occur and, if not, will generate an automated verification letter. Additional information about available tools can be found on the Service's northern long-eared bat website.

Whooping Crane
Whooping crane is designated as a non-essential experimental population in Wisconsin and consultation under Section 7(a)(2) of the Endangered Species Act is only required if project activities will occur within a National Wildlife Refuge or National Park. If project activities are proposed on lands outside of a National Wildlife Refuge or National Park, then you are not required to consult. For additional information on this designation and consultation requirements, please review "Establishment of a Nonessential Experimental Population of Whooping Cranes in the Eastern United States."

Other Trust Resources and Activities
Bald and Golden Eagles - Although the bald eagle has been removed from the endangered species list, this species and the golden eagle are protected by the Bald and Golden Eagle Act and the Migratory Bird Treaty Act. It is the responsibility of the project proponent to survey the area for any migratory bird nests. If there is an eagle nest on-site while work is on-going, eagles may be disturbed. We recommend avoiding and minimizing disturbance to eagles whenever practicable. If you cannot avoid eagle disturbance, you may seek a permit. A nest take permit is always required for removal, relocation, or obstruction of an eagle nest. For communication and wind energy projects, please refer to additional guidelines below.

Migratory Birds - The Migratory Bird Treaty Act (MBTA) prohibits the taking, killing, possession, transportation, and importation of migratory birds, their eggs, parts, and nests, except when specifically authorized by the Service. The Service has the responsibility under the MBTA to proactively prevent the mortality of migratory birds whenever possible and we encourage implementation of recommendations that minimize potential impacts to migratory birds. Such measures include clearing forested habitat outside the nesting season (generally March 1 to August 31) or conducting nest surveys prior to clearing to avoid injury to eggs or nestlings.

Communication Towers - Construction of new communications towers (including radio, television, cellular, and microwave) creates a potentially significant impact on migratory birds, especially some 350 species of night-migrating birds. However, the Service has developed voluntary guidelines for minimizing impacts.

Transmission Lines - Migratory birds, especially large species with long wingspans, heavy bodies, and poor maneuverability can also collide with power lines. In addition, mortality can occur when birds, particularly hawks, eagles, kites, falcons, and owls, attempt to perch on uninsulated or unguarded power poles. To minimize these risks, please refer to guidelines developed by the Avian Power Line Interaction Committee and the Service. Implementation of these measures is especially important along sections of lines adjacent to wetlands or other areas that support large numbers of raptors and migratory birds.

Wind Energy - To minimize impacts to migratory birds and bats, wind energy projects should follow the Service's Wind Energy Guidelines. In addition, please refer to the Service's Eagle Conservation Plan Guidance, which provides guidance for conserving bald and golden eagles in the course of siting, constructing, and operating wind energy facilities.

State Department of Natural Resources Coordination
While it is not required for your Federal section 7 consultation, please note that additional state endangered or threatened species may also have the potential to be impacted. **Please contact the Minnesota or Wisconsin Department of Natural Resources for information on state listed species that may be present in your proposed project area.**

Minnesota
Minnesota Department of Natural Resources - Endangered Resources Review Homepage
Email: Review.NHIS@state.mn.us

Wisconsin
Wisconsin Department of Natural Resources - Endangered Resources Review Homepage
Email: DNRERReview@wi.gov

We appreciate your concern for threatened and endangered species. Please feel free to contact our office with questions or for additional information.

Attachment(s):

- Official Species List
- Bald & Golden Eagles
- Migratory Birds

OFFICIAL SPECIES LIST

This list is provided pursuant to Section 7 of the Endangered Species Act, and fulfills the requirement for Federal agencies to "request of the Secretary of the Interior information whether any species which is listed or proposed to be listed may be present in the area of a proposed action".

This species list is provided by:

Minnesota-Wisconsin Ecological Services Field Office
3815 American Blvd East
Bloomington, MN 55425-1659
(952) 858-0793

PROJECT SUMMARY

Project Code: 2025-0112579
Project Name: Rochester Regional Sports & Recreation Center (24X.136499)
Project Type: Recreation - New Construction
Project Description: The Rochester Regional Sports & Recreation Center Project will transform 170 acres of open land into a large outdoor sports complex. Planned features include multiple sports fields, courts, parking lots, trails, and amenities. Construction will also support future residential, commercial, and recreational development on the site in Rochester, Minnesota.

Project Location:

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@43.961057350000004,-92.44826875190753,14z



Counties: Olmsted County, Minnesota

ENDANGERED SPECIES ACT SPECIES

There is a total of 3 threatened, endangered, or candidate species on this species list.

Species on this list should be considered in an effects analysis for your project and could include species that exist in another geographic area. For example, certain fish may appear on the species list because a project could affect downstream species.

IPaC does not display listed species or critical habitats under the sole jurisdiction of NOAA Fisheries[1], as USFWS does not have the authority to speak on behalf of NOAA and the Department of Commerce.

See the "Critical habitats" section below for those critical habitats that lie wholly or partially within your project area under this office's jurisdiction. Please contact the designated FWS office if you have questions.

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1. NOAA Fisheries, also known as the National Marine Fisheries Service (NMFS), is an office of the National Oceanic and Atmospheric Administration within the Department of Commerce.

BIRDS

NAME	STATUS
Whooping Crane *Grus americana* Population: U.S.A. (AL, AR, CO, FL, GA, ID, IL, IN, IA, KY, LA, MI, MN, MS, MO, NC, NM, OH, SC, TN, UT, VA, WI, WV, western half of WY) No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/758	Experimental Population, Non-Essential

INSECTS

NAME	STATUS
Monarch Butterfly *Danaus plexippus* There is **proposed** critical habitat for this species. Your location does not overlap the critical habitat. Species profile: https://ecos.fws.gov/ecp/species/9743	Proposed Threatened
Western Regal Fritillary *Argynnis idalia occidentalis* No critical habitat has been designated for this species. Species profile: https://ecos.fws.gov/ecp/species/12017	Proposed Threatened

CRITICAL HABITATS

THERE ARE NO CRITICAL HABITATS WITHIN YOUR PROJECT AREA UNDER THIS OFFICE'S JURISDICTION.

YOU ARE STILL REQUIRED TO DETERMINE IF YOUR PROJECT(S) MAY HAVE EFFECTS ON ALL ABOVE LISTED SPECIES.

BALD & GOLDEN EAGLES

Bald and Golden Eagles are protected under the Bald and Golden Eagle Protection Act [2] and the Migratory Bird Treaty Act (MBTA) [1]. Any person or organization who plans or conducts activities that may result in impacts to Bald or Golden Eagles, or their habitats, should follow appropriate regulations and consider implementing appropriate avoidance and minimization measures, as described in the various links on this page.

---

1. The Bald and Golden Eagle Protection Act of 1940.
2. The Migratory Birds Treaty Act of 1918.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

There are Bald Eagles and/or Golden Eagles in your project area.

Measures for Proactively Minimizing Eagle Impacts
For information on how to best avoid and minimize disturbance to nesting bald eagles, please review the National Bald Eagle Management Guidelines. You may employ the timing and

activity-specific distance recommendations in this document when designing your project/ activity to avoid and minimize eagle impacts. For bald eagle information specific to Alaska, please refer to Bald Eagle Nesting and Sensitivity to Human Activity.

The FWS does not currently have guidelines for avoiding and minimizing disturbance to nesting Golden Eagles. For site-specific recommendations regarding nesting Golden Eagles, please consult with the appropriate Regional Migratory Bird Office or Ecological Services Field Office.

If disturbance or take of eagles cannot be avoided, an incidental take permit may be available to authorize any take that results from, but is not the purpose of, an otherwise lawful activity. For assistance making this determination for Bald Eagles, visit the Do I Need A Permit Tool. For assistance making this determination for golden eagles, please consult with the appropriate Regional Migratory Bird Office or Ecological Services Field Office.

Ensure Your Eagle List is Accurate and Complete
If your project area is in a poorly surveyed area in IPaC, your list may not be complete and you may need to rely on other resources to determine what species may be present (e.g. your local FWS field office, state surveys, your own surveys). Please review the Supplemental Information on Migratory Birds and Eagles, to help you properly interpret the report for your specified location, including determining if there is sufficient data to ensure your list is accurate.

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to bald or golden eagles on your list, see the "Probability of Presence Summary" below to see when these bald or golden eagles are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Oct 15 to Aug 31

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

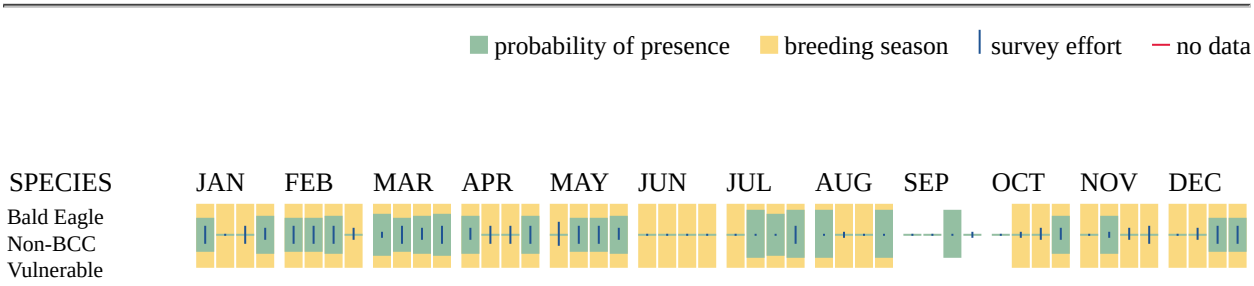
Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

Breeding Season (■)

Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort (|)
Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (–)
A week is marked as having no data if there were no survey events for that week.



Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide avoidance and minimization measures for birds https://www.fws.gov/sites/default/files/documents/nationwide-standard-conservation-measures.pdf
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

MIGRATORY BIRDS

The Migratory Bird Treaty Act (MBTA) [1] prohibits the take (including killing, capturing, selling, trading, and transport) of protected migratory bird species without prior authorization by the Department of Interior U.S. Fish and Wildlife Service (Service).

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1. The Migratory Birds Treaty Act of 1918.
2. The Bald and Golden Eagle Protection Act of 1940.
3. 50 C.F.R. Sec. 10.12 and 16 U.S.C. Sec. 668(a)

For guidance on when to schedule activities or implement avoidance and minimization measures to reduce impacts to migratory birds on your list, see the "Probability of Presence Summary" below to see when these birds are most likely to be present and breeding in your project area.

NAME	BREEDING SEASON
Bald Eagle *Haliaeetus leucocephalus* This is not a Bird of Conservation Concern (BCC) in this area, but warrants attention because of the Eagle Act or for potential susceptibilities in offshore areas from certain types of development or activities. https://ecos.fws.gov/ecp/species/1626	Breeds Oct 15 to Aug 31
Black-billed Cuckoo *Coccyzus erythropthalmus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9399	Breeds May 15 to Oct 10
Bobolink *Dolichonyx oryzivorus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9454	Breeds May 20 to Jul 31
Cerulean Warbler *Setophaga cerulea* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/2974	Breeds Apr 21 to Jul 20
Chimney Swift *Chaetura pelagica* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9406	Breeds Mar 15 to Aug 25
Grasshopper Sparrow *Ammodramus savannarum perpallidus* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/8329	Breeds Jun 1 to Aug 20
Henslow's Sparrow *Centronyx henslowii* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/3941	Breeds May 1 to Aug 31
Hudsonian Godwit *Limosa haemastica* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9482	Breeds elsewhere
Lesser Yellowlegs *Tringa flavipes* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9679	Breeds elsewhere
Pectoral Sandpiper *Calidris melanotos* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9561	Breeds elsewhere

NAME	BREEDING SEASON
Prairie Loggerhead Shrike *Lanius ludovicianus excubitorides* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/8833	Breeds Feb 1 to Jul 31
Red-headed Woodpecker *Melanerpes erythrocephalus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9398	Breeds May 10 to Sep 10
Rusty Blackbird *Euphagus carolinus* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9478	Breeds elsewhere
Semipalmated Sandpiper *Calidris pusilla* This is a Bird of Conservation Concern (BCC) only in particular Bird Conservation Regions (BCRs) in the continental USA https://ecos.fws.gov/ecp/species/9603	Breeds elsewhere
Short-billed Dowitcher *Limnodromus griseus* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9480	Breeds elsewhere
Wood Thrush *Hylocichla mustelina* This is a Bird of Conservation Concern (BCC) throughout its range in the continental USA and Alaska. https://ecos.fws.gov/ecp/species/9431	Breeds May 10 to Aug 31

PROBABILITY OF PRESENCE SUMMARY

The graphs below provide our best understanding of when birds of concern are most likely to be present in your project area. This information can be used to tailor and schedule your project activities to avoid or minimize impacts to birds. Please make sure you read "Supplemental Information on Migratory Birds and Eagles", specifically the FAQ section titled "Proper Interpretation and Use of Your Migratory Bird Report" before using or attempting to interpret this report.

Probability of Presence (■)

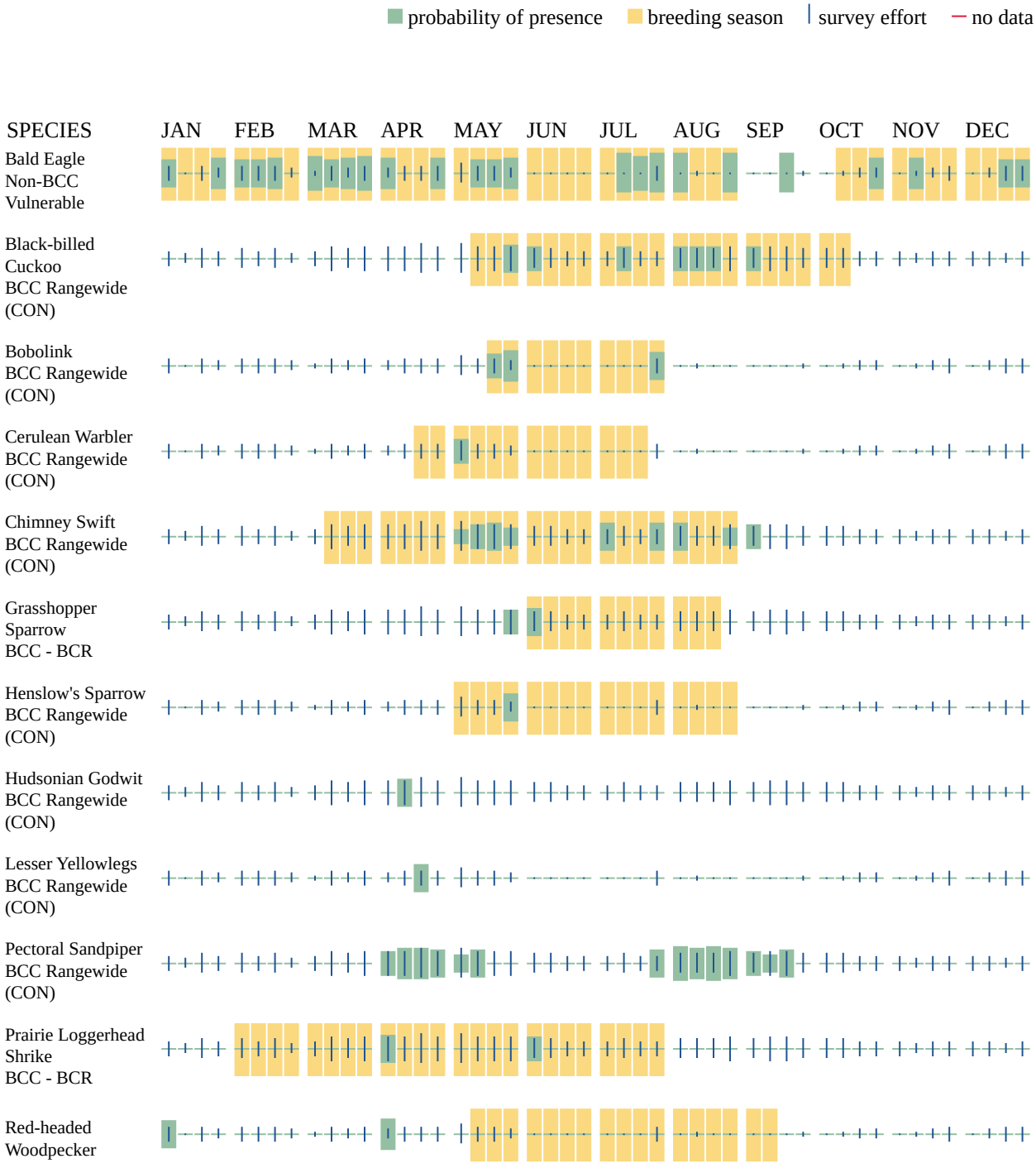
Green bars; the bird's relative probability of presence in the 10km grid cell(s) your project overlaps during that week of the year.

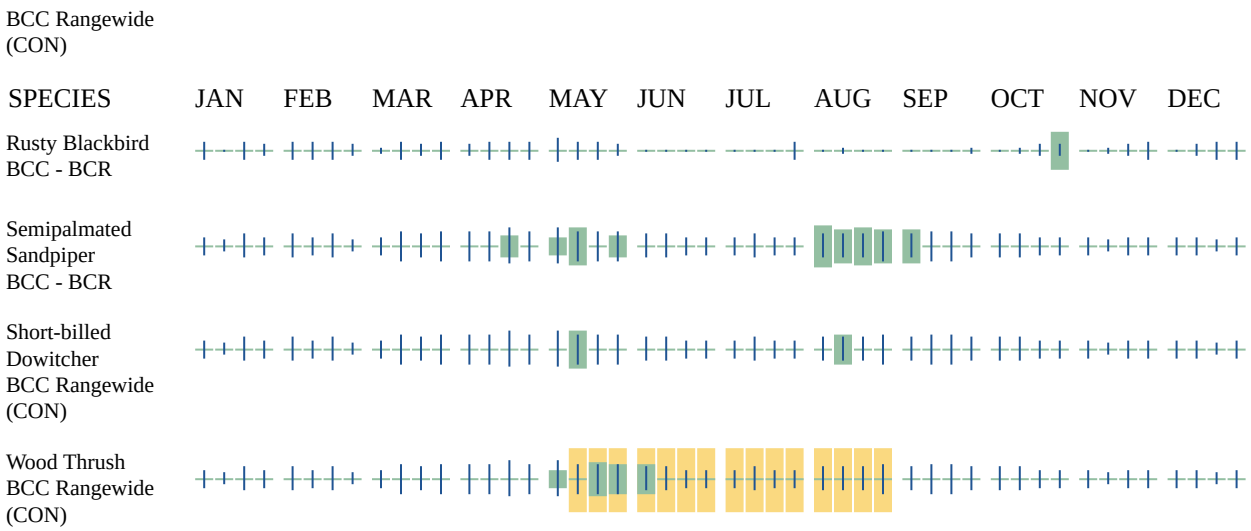
Breeding Season (■)
Yellow bars; liberal estimate of the timeframe inside which the bird breeds across its entire range.

Survey Effort (|)

Vertical black lines; the number of surveys performed for that species in the 10km grid cell(s) your project area overlaps.

No Data (–)
A week is marked as having no data if there were no survey events for that week.





Additional information can be found using the following links:

- Eagle Management https://www.fws.gov/program/eagle-management
- Measures for avoiding and minimizing impacts to birds https://www.fws.gov/library/collections/avoiding-and-minimizing-incidental-take-migratory-birds
- Nationwide avoidance and minimization measures for birds
- Supplemental Information for Migratory Birds and Eagles in IPaC https://www.fws.gov/media/supplemental-information-migratory-birds-and-bald-and-golden-eagles-may-occur-project-action

IPAC USER CONTACT INFORMATION

Agency: Private Entity
Name: Heather Mullenbach
Address: 1960 Premier Dr
City: Mankato
State: MN
Zip: 56001
Email heather.mullenbach@bolton-menk.com
Phone: 5079957387

United States Department of the Interior

FISH AND WILDLIFE SERVICE
Minnesota-Wisconsin Ecological Services Field Office
3815 American Blvd East
Bloomington, MN 55425-1659
Phone: (952) 858-0793

In Reply Refer To: 06/23/2025 16:20:58 UTC
Project code: 2025-0112579
Project Name: Rochester Regional Sports & Recreation Center (24X.136499)

Subject: Technical Assistance letter for 'Rochester Regional Sports & Recreation Center (24X.136499)' for specified threatened and endangered species that may occur in your proposed project location consistent with the Minnesota-Wisconsin Endangered Species Determination Key (Minnesota-Wisconsin DKey).

Dear Heather Mullenbach:

The U.S. Fish and Wildlife Service (Service) received on **June 23, 2025** your effect determination(s) for the 'Rochester Regional Sports & Recreation Center (24X.136499)' (Action) using the Minnesota-Wisconsin DKey within the Information for Planning and Consultation (IPaC) system. You have submitted this key to satisfy requirements under Section 7(a)(2). The Service developed this system in accordance of with the Endangered Species Act of 1973 (ESA) (87 Stat. 884, as amended; 16 U.S.C 1531 et seq.).

Based on your answers and the assistance of the Service's Minnesota-Wisconsin DKey, you made the following effect determination(s) for the proposed Action:

Species	Listing Status	Determination
Monarch Butterfly (*Danaus plexippus*)	Proposed Threatened	No effect
Whooping Crane (*Grus americana*)	Experimental Population, Non-Essential	No effect

Determination Information
Thank you for informing the Service of your "No Effect" determination(s). No further coordination is necessary for the species you determined will not be affected by the Action.

Additional Information
Sufficient project details: Please provide sufficient project details on your project homepage in IPaC (Define Project, Project Description) to support your conclusions. Failure to disclose important aspects of your project that would influence the outcome of your effects determinations may negate your determinations and invalidate this letter. If you have site-specific

information that leads you to believe a different determination is more appropriate for your project than what the Dkey concludes, you can and should proceed based on the best available information.

Future project changes: The Service recommends that you contact the Minnesota-Wisconsin Ecological Services Field Office or re-evaluate the project in IPaC if: 1) the scope or location of the proposed Action is changed; 2) new information reveals that the action may affect listed species or designated critical habitat in a manner or to an extent not previously considered; 3) the Action is modified in a manner that causes effects to listed species or designated critical habitat; or 4) a new species is listed or critical habitat designated. If any of the above conditions occurs, additional consultation with the Service should take place before project changes are final or resources committed.

Species-specific information

Bald and Golden Eagles: Bald eagles, golden eagles, and their nests are protected under the Bald and Golden Eagle Protection Act (54 Stat. 250, as amended, 16 U.S.C. 668a-d) (Eagle Act). The Eagle Act prohibits, except when authorized by an Eagle Act permit, the "taking" of bald and golden eagles and defines "take" as "pursue, shoot, shoot at, poison, wound, kill, capture, trap, collect, molest or disturb." The Eagle Act's implementing regulations define disturb as "… to agitate or bother a bald or golden eagle to a degree that causes, or is likely to cause, based on the best scientific information available, (1) injury to an eagle, (2) a decrease in its productivity, by substantially interfering with normal breeding, feeding, or sheltering behavior, or (3) nest abandonment, by substantially interfering with normal breeding, feeding, or sheltering behavior."

The following species and/or critical habitats may also occur in your project area and **are not** covered by this conclusion:

- Western Regal Fritillary *Argynnis idalia occidentalis* Proposed Threatened

Coordination with the Service is not complete if additional coordination is advised above for any species.

Action Description
You provided to IPaC the following name and description for the subject Action.

1. Name

Rochester Regional Sports & Recreation Center (24X.136499)

2. Description

The following description was provided for the project 'Rochester Regional Sports & Recreation Center (24X.136499)':

> The Rochester Regional Sports & Recreation Center Project will transform 170 acres of open land into a large outdoor sports complex. Planned features include multiple sports fields, courts, parking lots, trails, and amenities. Construction will also support future residential, commercial, and recreational development on the site in Rochester, Minnesota.

The approximate location of the project can be viewed in Google Maps: https://www.google.com/maps/@43.961057350000004,-92.44826875190753,14z



QUALIFICATION INTERVIEW

1. This determination key is intended to assist the user in evaluating the effects of their actions on Federally listed species in Minnesota and Wisconsin. It does not cover other prohibited activities under the Endangered Species Act (e.g., for wildlife: import/export, Interstate or foreign commerce, possession of illegally taken wildlife, etc.; for plants: import/export, reduce to possession, malicious destruction on Federal lands, commercial sale, etc.) or other statutes. Additionally, this key DOES NOT cover wind development, purposeful take (e.g., for research or surveys), communication towers that have guy wires or are over 450 feet in height, aerial or other large-scale application of any chemical (such as insecticide or herbicide), and approval of long-term permits or plans (e.g., FERC licenses, HCP's).

   Click **YES** to acknowledge that you must consider other prohibitions of the ESA or other statutes outside of this determination key.

   Yes
2. Is the action being funded, authorized, or carried out by a Federal agency?

   No
3. Are you the Federal agency or designated non-federal representative?

   Yes
4. Does the action involve the installation or operation of wind turbines?

   No
5. Does the action involve purposeful take of a listed animal?

   No
6. Does the action involve a new communications tower?

   No
7. Does the activity involve aerial or other large-scale application of ANY chemical, including pesticides (insecticide, herbicide, fungicide, rodenticide, etc)?

   No
8. Will your action permanently affect local hydrology?

   Yes

9. Does your project have the potential to impact the riparian zone or indirectly impact a stream/river (e.g., cut and fill; horizontal directional drilling; construction; vegetation removal; pesticide or fertilizer application; discharge; runoff of sediment or pollutants; increase in erosion, etc.)?

   Note: Consider all potential effects of the action, including those that may happen later in time and outside and downstream of the immediate area involved in the action.

   Endangered Species Act regulation defines "effects of the action" to include all consequences to listed species or critical habitat that are caused by the proposed action, including the consequences of other activities that are caused by the proposed action. A consequence is caused by the proposed action if it would not occur but for the proposed action and it is reasonably certain to occur. Effects of the action may occur later in time and may include consequences occurring outside the immediate area involved in the action. (50 CFR 402.02).

   No

10. Will your action disturb the ground or existing vegetation?

    Note: This includes any off-road vehicle access, soil compaction (enough to collapse a rodent burrow), digging, seismic survey, directional drilling, heavy equipment, grading, trenching, placement of fill, pesticide application (herbicide, fungicide), vegetation management (including removal or maintenance using equipment or prescribed fire), cultivation, development, etc.

    Yes

11. Will your action include spraying insecticides?

    No

12. Does your action area occur entirely within an already developed area?

    Note: Already developed areas are already paved, covered by existing structures, manicured lawns, industrial sites, or cultivated cropland, AND do not contain trees that could be roosting habitat. Be aware that listed species may occur in areas with natural, or semi-natural, vegetation immediately adjacent to existing utilities (e.g. roadways, railways) or within utility rights-of-way such as overhead transmission line corridors, and can utilize suitable trees, bridges, or culverts for roosting even in urban dominated landscapes (so these are not considered "already developed areas" for the purposes of this question). If unsure, select NO..

    No

13. [Hidden Semantic] Does the action area intersect the monarch butterfly species list area?

    Automatically answered

    Yes

14. Under the ESA, monarchs remain warranted but precluded by listing actions of higher priority. The monarch is a candidate for listing at this time. The Endangered Species Act does not establish protections or consultation requirements for candidate species. Some Federal and State agencies may have policy requirements to consider candidate species in planning. We encourage implementing measures that will remove or reduce threats to these species and possibly make listing unnecessary.

    If your project will have no effect on monarch butterflies (for example, if your project won't affect their habitat or individuals), then you can make a "no effect" determination for this project.

    Are you making a "no effect" determination for monarch?

    No

IPAC USER CONTACT INFORMATION

Agency: Private Entity
Name: Heather Mullenbach
Address: 1960 Premier Dr
City: Mankato
State: MN
Zip: 56001
Email heather.mullenbach@bolton-menk.com
Phone: 5079957387

Breeding evidence for block T106R14b

12 species were recorded in this block:

Partridge, Pheasants, Grouse, and Turkeys	
Ring-necked Pheasant	possible
Accipiter, Hawks, and Eagles	
Bald Eagle	confirmed
Woodpeckers	
Red-bellied Woodpecker	confirmed
Flycatchers	
Eastern Kingbird	confirmed
Shrikes	
Loggerhead Shrike	confirmed
Chickadees and Titmice	
Tufted Titmouse	possible
Wrens	
Sedge Wren	probable
Towhees and Sparrows	
Field Sparrow	probable
Song Sparrow	confirmed
Blackbirds and Orioles	
Eastern Meadowlark	possible
Orchard Oriole	probable
Baltimore Oriole	probable

Real People. Real Solutions.

MEMORANDUM

Date: September 18, 2025

To: **Heather Mullenbach**
Environmental Planning Planner, Bolton & Menk, Inc.

CC: **Keylor Andrews**
Calcareous Fen Program Coordinator, MNDNR
Keylor.Andrews@state.mn.us

From: **Dan Donayre**, **CMWP, PWS**
Natural Resources Leader | Associate, Bolton & Menk, Inc.

Subject: Rochester Regional Sports and Recreation Complex – Calcareous Fen
City of Rochester, Minnesota
Project No.: 24X.136499.000

As stated by the Minnesota Department of Natural Resources (MN DNR) on August 22, 2025:

A calcareous fen (Marion 30, FenID# 8274) has been documented in the vicinity of the proposed project. This fen contains *Valeriana edulis var. ciliata* (edible valerian), a state-listed threatened plant species. Calcareous fens are rare, peat-accumulating wetlands that are legally protected under the Minnesota Wetlands Conservation Act (WCA), Minnesota Statutes §103G.223. Under this statute, calcareous fens may not be filled, drained, or otherwise degraded except as provided for in a management plan approved by the MN DNR Commissioner.

To ensure compliance, Bolton & Menk contacted Keylor Andrews, Calcareous Fen Program Coordinator, who responded on September 5, 2025. Mr. Andrews indicated that the Marion fen is fed from the east and that unless excavation exceeds a depth of 100 feet, the proposed actions will not affect the fen. He further noted that if any widening of County Road 101 occurs east of the stream, the fen may be impacted.

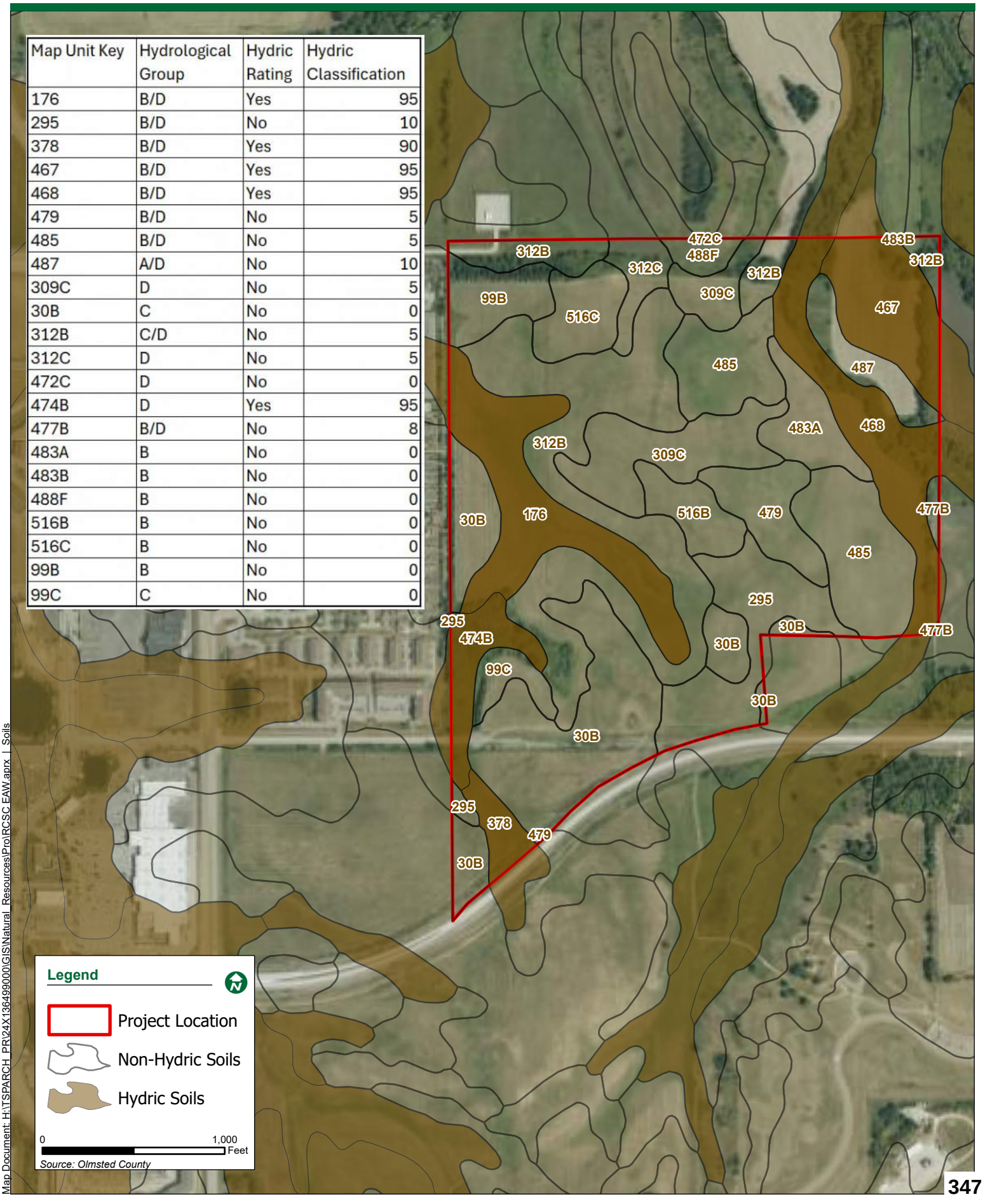
The project, as currently proposed, will not involve excavation to a depth of 100 feet or more, and no widening of CR 101 is planned east of the stream.

Conclusion: Based on current project plans and MN DNR guidance, the project is **not expected to have any impacts** on the Marion calcareous fen.

Sincerely,

Dan Donayre, PWS
Natural Resources Leader | Associate

Map Unit Key	Hydrological Group	Hydric Rating	Hydric Classification
176	B/D	Yes	95
295	B/D	No	10
378	B/D	Yes	90
467	B/D	Yes	95
468	B/D	Yes	95
479	B/D	No	5
485	B/D	No	5
487	A/D	No	10
309C	D	No	5
30B	C	No	0
312B	C/D	No	5
312C	D	No	5
472C	D	No	0
474B	D	Yes	95
477B	B/D	No	8
483A	B	No	0
483B	B	No	0
488F	B	No	0
516B	B	No	0
516C	B	No	0
99B	B	No	0
99C	C	No	0



Map Document: H:\TSPARCH_PR\24X136499000\GIS\Natural_Resources\Pro\RCSC EAW.aprx | Soils

Rochester Regional Sports Complex

Amended Type & Boundary

Rochester, Olmsted County, Minnesota
City of Rochester
August 15, 2025

BOLTON & MENK
Real People. Real Solutions.

Prepared by:
Bolton & Menk, Inc.
1960 Premier Drive
Mankato, MN 65001
P: (507) 625-4171
BMI Project No. 24X.136457.000

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ATTACHMENT A 3

Appendix

WETLAND DELINEATION REPORT

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:	City of Rochester | Mike Nigbur | Parks & Forestry Division
Mailing Address:	201 4th Street SE, Room 150 | Rochester, MN | 55904
Phone:	
E-mail Address:	mnigbur@rochestermn.gov

Authorized Contact (do not complete if same as above):
Mailing Address:
Phone:
E-mail Address:

Agent Name:	Bolton & Menk, Inc. | Cortiney Galuska | Natural Resource Technician
Mailing Address:	1960 Premier Drive | Mankato, MN | 56001
Phone:	507-838-8404
E-mail Address:	Cortiney.galuska@bolton-menk.com

PART TWO: Site Location Information

County:	Olmsted	**City/Township:**	Kalmer and Rochester Townships
Parcel ID and/or Address:	Note Exhibit A		
Legal Description (Section, Township, Range):	24, 107N, 15W & 25, 106N, 14W		
Lat/Long (decimal degrees):	44.06188, -92.57383 & 43.96.18, -92.44861		
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):	310.2 ac		

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.

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.

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]

[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:

N/A

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: _____ Date: 6/25/25

I hereby authorize **Bolton & Menk, Inc** 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.

[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.

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

Rochester Regional Sports Complex

Amended Delineation Report

Rochester, Olmsted County, Minnesota
City of Rochester
August 15, 2025

BOLTON & MENK
Real People. Real Solutions.

Prepared by:
Bolton & Menk, Inc.
1960 Premier Drive
Mankato, MN 65001
P: (507) 625-4171
BMI Project No. 24X.136457.000

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Appendix: Exhibits

I. Introduction

The City of Rochester is proposing site improvements to its property located North of County Road 101, Rochester, Minnesota. This report details the modifications made by the TEP at the onsite meeting.

The project is found in Section 24, in Township 107 North of Range 15 West and Section 25, in Township 106 North of Range 14 West.

II. Wetland Delineation Methodology

The wetland boundaries were delineated and staked in the field in August 2025, using methods described in the "Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0)". Wetlands identified were classified using "Classification of Wetlands and Deepwater Habitats of the United States (Cowardin, et al., 1979)", "Wetlands of the United States (United States Fish and Wildlife Service Circular No. 39, 1971 edition)" and "Wetland Plants and Plant Communities of Minnesota and Wisconsin" (Eggers and Reed Third Edition). Subsequently, the three mandatory technical criteria for wetland determinations are as follows:

Hydrophytic Vegetation. A hydrophytic plant community is present when the dominant plant species present can endure prolonged inundation and/or soil saturation during the growing season. A plant's Wetland Indicator Status is determined using the 2016 National Wetland Plant List for Minnesota, published by the Army Corp of Engineers.

Hydric Soils. A hydric soil is defined as a soil that is formed under conditions of saturation, flooding or ponding long enough during the growing season (the portion of the year when there is above ground growth and development of vascular plants and/or soil temperature at 12 inches below the soil surface is above 41 degrees Fahrenheit or higher) to develop anaerobic conditions in the upper part.

Wetland Hydrology. An area has wetland hydrology if it experiences 14 or more consecutive days of flooding, ponding or a water table within 12 inches of the surface during the growing season at a minimum frequency of five out of ten years. This is determined by using both primary and secondary Wetland Hydrology indicators.

III. Background Information

Prior to conducting a field investigation of this site, Exhibits A through E were used to complete a preliminary evaluation. The data gathered during the preliminary investigation was used as described below:

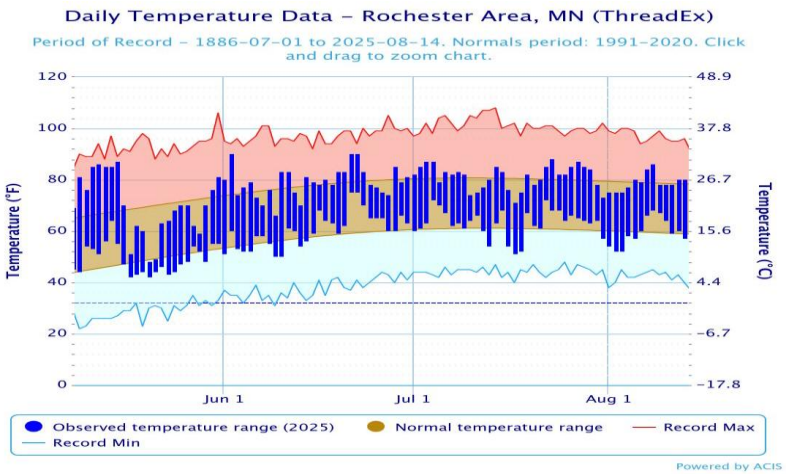
Exhibit A is a location map of the study area.
Exhibits B is an aerial photo with topographic information overlaid on it. This provides information regarding topography of the site, helping to identify areas that may have wetland characteristics.
Exhibit C is the National Wetlands Inventory of the site and surrounding properties. This information is used to complete a preliminary investigation of the wetlands that may or may not exist on the site.
Exhibit D is used to identify waters that are regulated by the DNR. This exhibit shows where there are DNR public waters relative to the site.
Exhibit E is the Olmsted County Soil Survey and is used to identify hydric soils that may lie within the study area.
Delineation Exhibits F and G were prepared from the information gathered at the site.
Exhibit F is the site map showing the delineated aquatic resources.

Exhibit G includes the wetland delineation data sheets.

IV. Climate Data

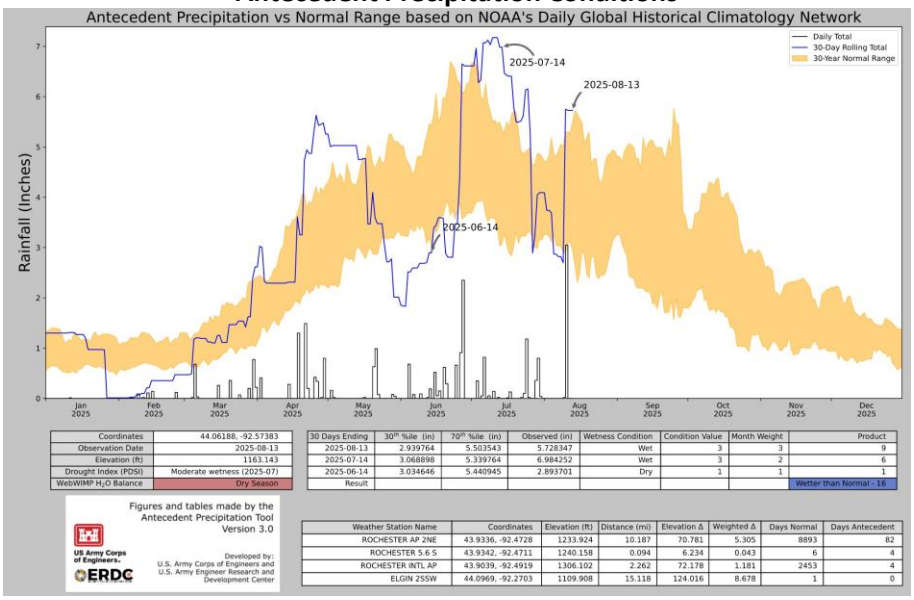
The table below shows the average temperature range for the three months before the field delineation, along with the daily maximums and minimums. The month of March was mostly exceeding the average temperature range. While majority of days in April and May did not exceed the normal temperature range.

Temperature Range



Antecedent precipitation was evaluated using a combination of the NRCS Method and the Rolling Totals Method. At the time of the TEP visit the area was wetter then normal.

Antecedent Precipitation Conditions



This climatic data was gathered using the National Weather Service (Climate (weather.gov)), Minnesota State Climatology Office, Nearest Station Precipitation Data Retrieval (HIgh DENsity radius retrieval 071210 (state.mn.us), and Precipitation Data Retrieved from a Gridded Database

(Precipitation Data Retrieval (state.mn.us). As well as the ACIS NOAA Regional Climate Centers Website (AgACIS (rcc-acis.org). The information was retrieved from the WETS station, Rochester.

V. Findings

On June 10th, 2025, a field investigation was performed to evaluate and verify the existence and boundary of any aquatic resources located within the study area. One wetland complex was found to exist within the study area. The following describes the aquatic resources identified, together with a brief description of wetland types and observations made during the field investigation.

Wetland 1:

NWI Cowardin: R4SBC
PWI (Hydro) ID: None
HGM: Depression
Field Observation Circular 39: Type 2
Field Observation Eggers and Reed: Fresh (wet) Meadow
Soil Mapping Unit(s): 30B-Kenton loam, 295-Readlyn silt loam, 378-Clyde silty clay loam, 474B-Haverhill silty clay loam.



Wetland 1 consists of a small wetland that consists of one wetland type. The wetland lies within a depression.

The wetland under investigation is classified as R4SBC under the National Wetlands Inventory system, indicating a PEMB Palustrine emergent seasonally saturated. These systems are typically found along low-gradient perennial streams and exhibit seasonal flooding with sparse or variable vegetation due to regular scouring. Two sample points were taken to determine the wetland boundary. The wetland boundary was largely drawn based on the changes in topography.

At the W1-A wetland pit location, the plant community was dominated by reed canary grass and some cattails. The W1-B upland pit location was dominated by Kentucky bluegrass, reed canary grass, and common milkweed. Both locations met hydrophytic vegetation.

Soils in the W1-A wetland pit location met the hydric soil indicator F6-Redox Dark Surface. Soils in the W1-B, while the surface matrix is dark, redox features are limited and do not meet any hydric soil indicators. This point is considered non-hydric.

The W1-A wetland location met the secondary hydrology indicators D2-Geomorphic Position and D5- FAC-Neutral Test. The W1-B upland pit location did not meet any of the secondary hydrology indicators.

Additional Soil pits were dug with the TEP and it was determined that the wetland boundary should be expanded to the east and west.

VI. Conclusion

The delineation was performed on June 10th, 2025. The boundary of the wetland was staked in

the field with three foot “Wetland Delineation” pin flags. The location of the pin flags were surveyed by Bolton & Menk, Inc. using a Juniper Geode Data Collector and tied to the Olmsted County coordinate system. The delineated limits are believed to be the upper limits of where all three of the required wetland criteria were present.

Bolton & Menk, Inc., was asked to determine the boundaries of the jurisdictional wetland that exist upon this property as defined by the Wetland Conservation Act.

Based upon all available information, the existing conditions that currently prevail, and the on-site investigation, evidence supports the presence of one wetland complex within the boundaries of the study area.

Wetland Summary		
Id #	**Wetland Type ^**	**Size***
W1	Type 2	0.58 ac
	Total:	**0.58 ac**

**size measured within study area*
^wetland type within study area

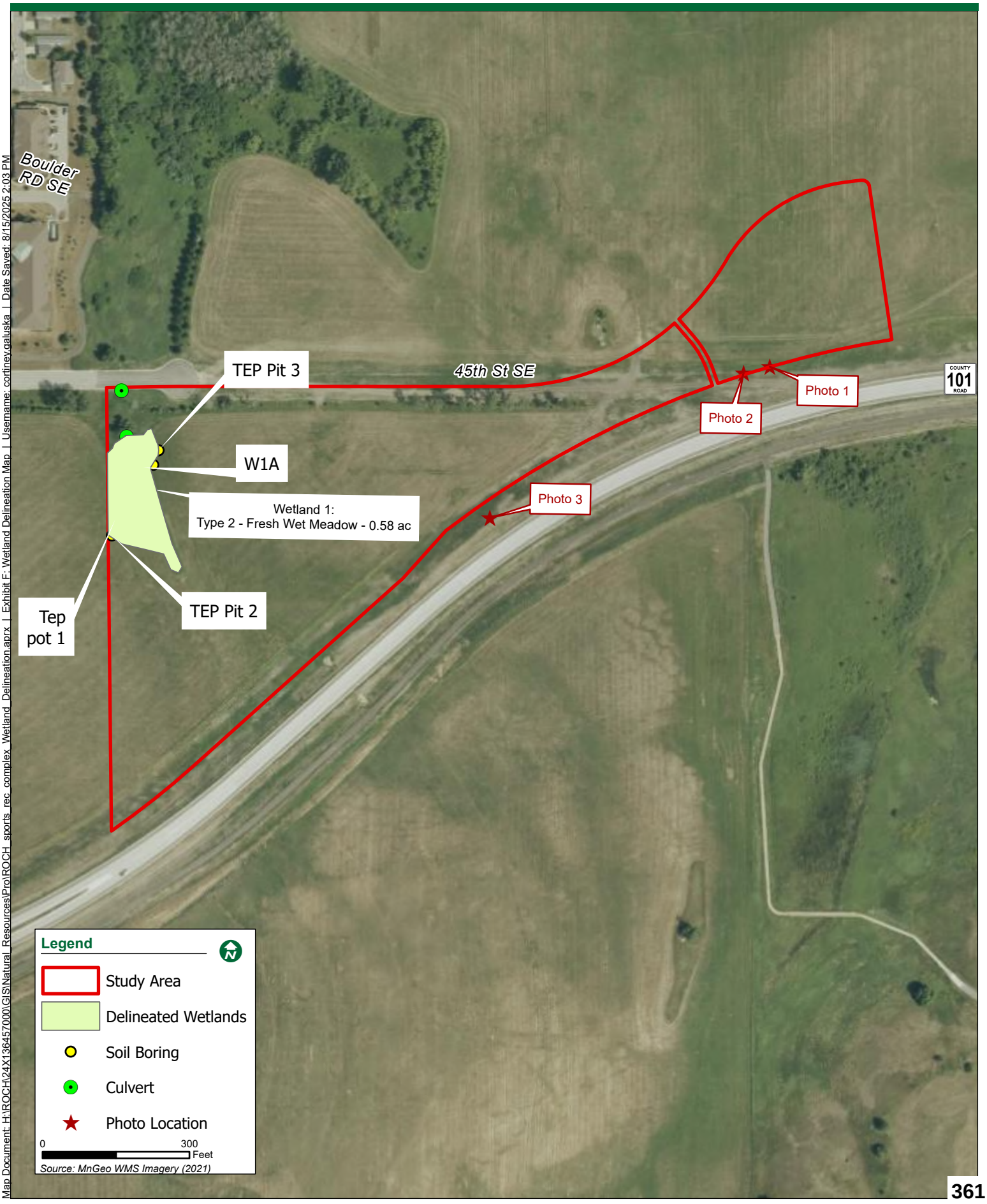
Sincerely,

Bolton & Menk, Inc.



Cortiney Galuska
Certified Wetland Delineator (Wetland Delineator In-Training), No. 5499

Appendix: Exhibits



Map Document: H:\ROCH\24X136457000\GIS\Natural_Resources\Pro\ROCH_sports_rec_complex_Wetland_Delineation.aprx | Exhibit F: Wetland Delineation Map | Username: cortiney.galuska | Date Saved: 8/15/2025 2:03 PM

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Midwest Region
See ERDC/EL TR-10-16; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Exp: 09/30/2027
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Rochester Sports Complex City/County: Olmsted County Sampling Date: 2025-08-13
Applicant/Owner: City of Rochester State: Minnesota Sampling Point: TEP Pit 1
Investigator(s): Galuska and TEP Section, Township, Range: sec 25 T106N R014W
Landform (hillside, terrace, etc.): Dip Local relief (concave, convex, none): Concave
Slope (%): 0-2 Lat: 43.955784 Long: -92.453321 Datum: WGS84
Soil Map Unit Name: Readlyn silt loam, 1 to 3 percent slopes NWI classification: None
Are climatic / hydrologic conditions on the site typical for this time of year? Yes ____ No ✓ (If no, explain in Remarks.)
Are Vegetation____, Soil____, or Hydrology____ significantly disturbed? Are "Normal Circumstances" present? Yes ✓ No ____
Are Vegetation____, Soil____, or Hydrology____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes ✓ No ____
Hydric Soil Present? Yes ✓ No ____
Wetland Hydrology Present? Yes ✓ No ____

Is the Sampled Area within a Wetland? **Yes** ✓ **No** ____

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30' radius)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	0	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15' radius)			
1.			
2.			
3.			
4.			
5.			
	0	=Total Cover	
Herb Stratum (Plot size: 5' radius)			
1. Alopecurus pratensis	55	Y	FACW
2. Scirpus atrovirens	20	Y	OBL
3. Cyperus esculentus	5	N	FACW
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	80.0	=Total Cover	
Woody Vine Stratum (Plot size: 30' radius)			
1.			
2.			
	0	=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.00 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	20	x 1 =	20
FACW species	60	x 2 =	120
FAC species	0	x 3 =	0
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	80 (A)		140.00 (B)

Prevalence Index = B/A = 1.75

Hydrophytic Vegetation Indicators:

✓ 1 - Rapid Test for Hydrophytic Vegetation
✓ 2 - Dominance Test is >50%
✓ 3 - Prevalence Index is ≤3.0[1]
____ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
____ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** ✓ **No** ____

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: TEP Pit 1

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[1]	Loc[2]	Texture	Remarks
0-14	10YR 2/1	95	2.5YR 4/6	5	C	M	SICL	
14-24	10YR 6/2	90	10YR 7/8	10	D	M	CL	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (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)
- ___ Iron Monosulfide (A18)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ 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[3]:

- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21) Very
- ___ Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ✓ **No** ___

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 ✓	Depth (inches): ___
Water Table Present?	Yes ✓	No ___	Depth (inches): 15
Saturation Present? (includes capillary fringe)	Yes ✓	No ___	Depth (inches): 13

Wetland Hydrology Present? **Yes** ✓ **No** ___

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Midwest Region
See ERDC/EL TR-10-16; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Exp: 09/30/2027
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Rochester Sports Complex City/County: Olmsted County Sampling Date: 2025-08-13
Applicant/Owner: City of Rochester State: Minnesota Sampling Point: TEP Pit 2
Investigator(s): Galuska and TEP Section, Township, Range: sec 25 T106N R014W
Landform (hillside, terrace, etc.): Shoulder Local relief (concave, convex, none): None
Slope (%): 0-2 Lat: 43.955535 Long: -92.453185 Datum: WGS84
Soil Map Unit Name: Readlyn silt loam, 1 to 3 percent slopes NWI classification: None
Are climatic / hydrologic conditions on the site typical for this time of year? Yes ____ No ✓ (If no, explain in Remarks.)
Are Vegetation____, Soil____, or Hydrology____ significantly disturbed? Are "Normal Circumstances" present? Yes ✓ No ____
Are Vegetation____, Soil____, or Hydrology____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes ✓ No ____
Hydric Soil Present? Yes ✓ No ____
Wetland Hydrology Present? Yes ✓ No ____

Is the Sampled Area within a Wetland? **Yes** ✓ **No** ____

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30' radius)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	0	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15' radius)			
1.			
2.			
3.			
4.			
5.			
	0	=Total Cover	
Herb Stratum (Plot size: 5' radius)			
1. Scirpus atrovirens	20	Y	OBL
2. Cyperus esculentus	5	Y	FACW
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	25.0	=Total Cover	
Woody Vine Stratum (Plot size: 30' radius)			
1.			
2.			
	0	=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.00 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	20	x 1 =	20
FACW species	5	x 2 =	10
FAC species	0	x 3 =	0
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	25 (A)		30.00 (B)

Prevalence Index = B/A = 1.2

Hydrophytic Vegetation Indicators:

✓ 1 - Rapid Test for Hydrophytic Vegetation
✓ 2 - Dominance Test is >50%
✓ 3 - Prevalence Index is ≤3.0[1]
____ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
____ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** ✓ **No** ____

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: TEP Pit 2

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[1]	Loc[2]	Texture	Remarks
0-14	10YR 2/1	95	2.5YR 4/6	5	C	M	SICL	
14-22	10YR 6/2	90	10YR 7/8	10	D	M	CL	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (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)
- ___ Iron Monosulfide (A18)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ 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[3]:

- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21) Very
- ___ Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ✓ **No** ___

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 ✓ Depth (inches): ___

Water Table Present? Yes ___ No ✓ Depth (inches): ___

Saturation Present? Yes ___ No ✓ Depth (inches): ___

(includes capillary fringe)

Wetland Hydrology Present? **Yes** ✓ **No** ___

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Midwest Region
See ERDC/EL TR-10-16; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Exp: 09/30/2027
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Rochester Sports Complex City/County: Olmsted County Sampling Date: 2025-08-13
Applicant/Owner: City of Rochester State: Minnesota Sampling Point: TEP Pit 3
Investigator(s): Galuska and TEP Section, Township, Range: sec 25 T106N R014W
Landform (hillside, terrace, etc.): Toeslope Local relief (concave, convex, none): None
Slope (%): 0-2 Lat: 43.956163 Long: -92.453007 Datum: WGS84
Soil Map Unit Name: Haverhill silty clay loam, 1 to 8 percent slopes NWI classification: None
Are climatic / hydrologic conditions on the site typical for this time of year? Yes ✓ No ____ (If no, explain in Remarks.)
Are Vegetation____, Soil____, or Hydrology____ significantly disturbed? Are "Normal Circumstances" present? Yes ✓ No ____
Are Vegetation____, Soil____, or Hydrology____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes ✓ No ____
Hydric Soil Present? Yes ✓ No ____
Wetland Hydrology Present? Yes ✓ No ____

Is the Sampled Area within a Wetland? **Yes ✓** **No ____**

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30' radius)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	0	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15' radius)			
1.			
2.			
3.			
4.			
5.			
	0	=Total Cover	
Herb Stratum (Plot size: 5' radius)			
1. Hordeum jubatum	40	Y	FAC
2. Scirpus atrovirens	20	Y	OBL
3. Cyperus esculentus	5	N	FACW
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	65.0	=Total Cover	
Woody Vine Stratum (Plot size: 30' radius)			
1.			
2.			
	0	=Total Cover	

Dominance Test worksheet:

Number of Dominant Species That Are OBL, FACW, or FAC: 2 (A)

Total Number of Dominant Species Across All Strata: 2 (B)

Percent of Dominant Species That Are OBL, FACW, or FAC: 100.00 (A/B)

Prevalence Index worksheet:

Total % Cover of:		Multiply by:	
OBL species	20	x 1 =	20
FACW species	5	x 2 =	10
FAC species	40	x 3 =	120
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	65 (A)		150.00 (B)

Prevalence Index = B/A = 2.31

Hydrophytic Vegetation Indicators:

____ 1 - Rapid Test for Hydrophytic Vegetation
✓ 2 - Dominance Test is >50%
✓ 3 - Prevalence Index is ≤3.0[1]
____ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
____ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes ✓** **No ____**

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: TEP Pit 3

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[1]	Loc[2]	Texture	Remarks
0-25	10YR 2/1	95	2.5YR 4/6	5	C	M	SICL	
25-32	10YR 6/2	90	7.5YR 5/6	10	D	M	CL	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (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)
- ___ Iron Monosulfide (A18)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ 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[3]:

- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21) Very
- ___ Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ✓ **No** ___

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 ✓	Depth (inches): ___
Water Table Present?	Yes ✓	No ___	Depth (inches): 28
Saturation Present? (includes capillary fringe)	Yes ✓	No ___	Depth (inches): 26

Wetland Hydrology Present? **Yes** ✓ **No** ___

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Rochester Regional Sports Complex

Type & Boundary Application

Rochester, Olmsted County, Minnesota
City of Rochester
June 20, 2025

BOLTON & MENK
Real People. Real Solutions.

Prepared by:
Bolton & Menk, Inc.
1960 Premier Drive
Mankato, MN 65001
P: (507) 625-4171
BMI Project No. 24X.136457.000

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WETLAND DELINEATION REPORT

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:	City of Rochester | Mike Nigbur | Parks & Forestry Division
Mailing Address:	201 4th Street SE, Room 150 | Rochester, MN | 55904
Phone:	
E-mail Address:	mnigbur@rochestermn.gov

Authorized Contact (do not complete if same as above):
Mailing Address:
Phone:
E-mail Address:

Agent Name:	Bolton & Menk, Inc. | Cortiney Galuska | Natural Resource Technician
Mailing Address:	1960 Premier Drive | Mankato, MN | 56001
Phone:	507-625-4171 ext 4074
E-mail Address:	Cortiney.galuska@bolton-menk.com

PART TWO: Site Location Information

County:	Olmsted	**City/Township:**	Kalmer and Rochester Townships
Parcel ID and/or Address:	Note Exhibit A		
Legal Description (Section, Township, Range):	24, 107N, 15W & 25, 106N, 14W		
Lat/Long (decimal degrees):	44.06188, -92.57383 & 43.96.18, -92.44861		
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):	310.2 ac		

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.

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.

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]

[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:

N/A

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: _____ Date: 6/25/25

I hereby authorize **Bolton & Menk, Inc** 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.

[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.

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

Rochester Regional Sports Complex

Delineation Report

Rochester, Olmsted County, Minnesota
City of Rochester
June 20, 2025

BOLTON & MENK
Real People. Real Solutions.

Prepared by:
Bolton & Menk, Inc.
1960 Premier Drive
Mankato, MN 65001
P: (507) 625-4171
BMI Project No. 24X.136457.000

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Appendix

Appendix: Exhibits

I. Introduction

The City of Rochester is proposing site improvements to their property located North of County Road 101, Rochester, Minnesota. This report details the findings of the field delineation completed on June 10th, 2025.

The project is found in Section 24, in Township 107 North of Range 15 West and Section 25, in Township 106 North of Range 14 West.

II. Wetland Delineation Methodology

The wetland boundaries were delineated and staked in the field in June 2025, using methods described in the "Regional Supplement to the Corps of Engineers Wetland Delineation Manual: Midwest Region (Version 2.0)". Wetlands identified were classified using "Classification of Wetlands and Deepwater Habitats of the United States (Cowardin, et al., 1979)", "Wetlands of the United States (United States Fish and Wildlife Service Circular No. 39, 1971 edition)" and "Wetland Plants and Plant Communities of Minnesota and Wisconsin" (Eggers and Reed Third Edition). Subsequently, the three mandatory technical criteria for wetland determinations are as follows:

Hydrophytic Vegetation. A hydrophytic plant community is present when the dominant plant species present can endure prolonged inundation and/or soil saturation during the growing season. A plant's Wetland Indicator Status is determined using the 2016 National Wetland Plant List for Minnesota, published by the Army Corp of Engineers.

Hydric Soils. A hydric soil is defined as a soil that is formed under conditions of saturation, flooding or ponding long enough during the growing season (the portion of the year when there is above ground growth and development of vascular plants and/or soil temperature at 12 inches below the soil surface is above 41 degrees Fahrenheit or higher) to develop anaerobic conditions in the upper part.

Wetland Hydrology. An area has wetland hydrology if it experiences 14 or more consecutive days of flooding, ponding or a water table within 12 inches of the surface during the growing season at a minimum frequency of five out of ten years. This is determined by using both primary and secondary Wetland Hydrology indicators.

III. Background Information

Prior to conducting a field investigation of this site, Exhibits A through E were used to complete a preliminary evaluation. The data gathered during the preliminary investigation was used as described below:

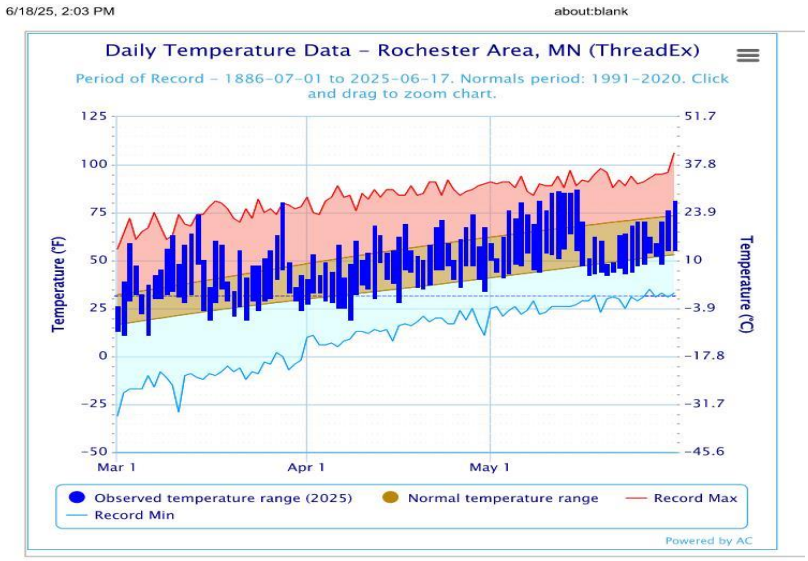
Exhibit A is a location map of the study area.
Exhibits B is an aerial photo with topographic information overlaid on it. This provides information regarding topography of the site, helping to identify areas that may have wetland characteristics.
Exhibit C is the National Wetlands Inventory of the site and surrounding properties. This information is used to complete a preliminary investigation of the wetlands that may or may not exist on the site.
Exhibit D is used to identify waters that are regulated by the DNR. This exhibit shows where there are DNR public waters relative to the site.
Exhibit E is the Olmsted County Soil Survey and is used to identify hydric soils that may lie within the study area.
Delineation Exhibits F and G were prepared from the information gathered at the site.
Exhibit F is the site map showing the delineated aquatic resources.

Exhibit G includes the wetland delineation data sheets.

IV. Climate Data

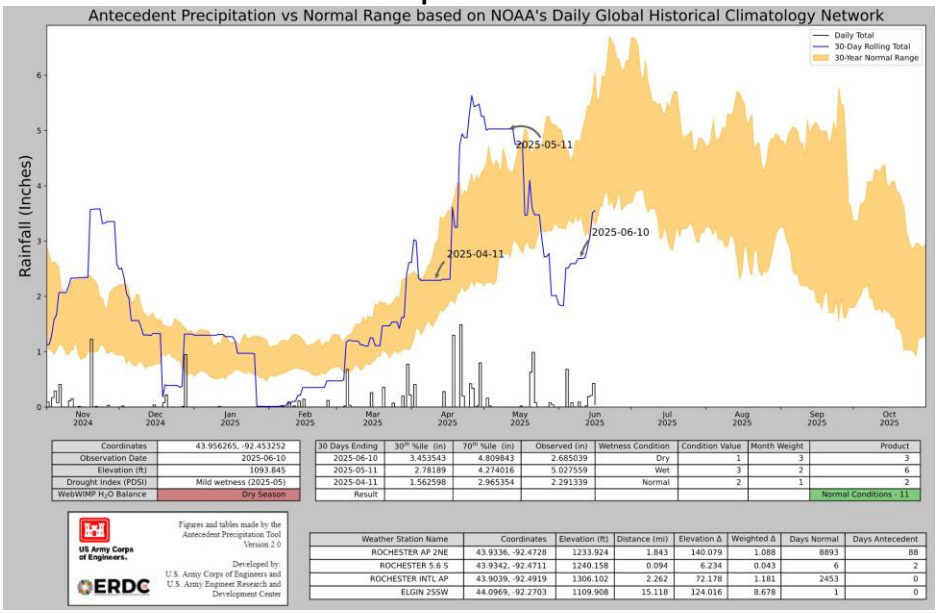
The table below shows the average temperature range for the three months before the field delineation, along with the daily maximums and minimums. The month of March was mostly exceeding the average temperature range. While majority of days in April and May did not exceed the normal temperature range.

Temperature Range



Antecedent precipitation was evaluated using a combination of the NRCS Method and the Rolling Totals Method. Over the three months leading up to the site visit, precipitation levels consistently exceeded the historical norm, particularly between mid-April and mid-May, when values peaked well above the orange band. This sustained above-average rainfall confirms the analysis that precipitation was well above normal prior to the field visit.

Antecedent Precipitation Conditions



This climatic data was gathered using the National Weather Service (Climate (weather.gov)), Minnesota State Climatology Office, Nearest Station Precipitation Data Retrieval (HIgh DENsity radius retrieval 071210 (state.mn.us), and Precipitation Data Retrieved from a Gridded Database (Precipitation Data Retrieval (state.mn.us). As well as the ACIS NOAA Regional Climate Centers Website (AgACIS (rcc-acis.org). The information was retrieved from the WETS station, Rochester.

V. Findings

On June 10th, 2025, a field investigation was performed to evaluate and verify the existence and boundary of any aquatic resources located within the study area. One wetland complex was found to exist within the study area. The following describes the aquatic resources identified, together with a brief description of wetland types and observations made during the field investigation.

Wetland 1:

NWI Cowardin: R4SBC
PWI (Hydro) ID: None
HGM: Depression
Field Observation Circular 39: Type 2
Field Observation Eggers and Reed: Fresh (wet) Meadow
Soil Mapping Unit(s): 30B-Kenton loam, 295-Readlyn silt loam, 378-Clyde silty clay loam, 474B-Haverhill silty clay loam.



Wetland 1 consists of a small wetland that consists of one wetland type. The wetland lies within a depression.

The wetland under investigation is classified as R4SBC under the National Wetlands Inventory system, indicating a PEMB Palustrine emergent seasonally saturated. These systems are typically found along low-gradient perennial streams and exhibit seasonal flooding with sparse or variable vegetation due to regular scouring. Two sample points were taken to determine the wetland boundary. The wetland boundary was largely drawn based on the changes in topography.

At the W1-A wetland pit location, the plant community was dominated by reed canary grass and some cattails. The W1-B upland pit location was dominated by Kentucky bluegrass, reed canary grass, and common milkweed. Both locations met hydrophytic vegetation.

Soils in the W1-A wetland pit location met the hydric soil indicator F6-Redox Dark Surface. Soils in the W1-B, while the surface matrix is dark, redox features are limited and do not meet any hydric soil indicators. This point is considered non-hydric.

The W1-A wetland location met the secondary hydrology indicators D2-Geomorphic Position and D5- FAC-Neutral Test. The W1-B upland pit location did not meet any of the secondary hydrology indicators.

VI. Conclusion

The delineation was performed on June 10th, 2025. The boundary of the wetland was staked in the field with three foot "Wetland Delineation" pin flags. The location of the pin flags were surveyed by Bolton & Menk, Inc. using a Juniper Geode Data Collector and tied to the Olmsted County coordinate system. The delineated limits are believed to be the upper limits of where all three of the required wetland criteria were present.

Bolton & Menk, Inc., was asked to determine the boundaries of the jurisdictional wetland that exist upon this property as defined by the Wetland Conservation Act.

Based upon all available information, the existing conditions that currently prevail, and the on-site investigation, evidence supports the presence of one wetland complex within the boundaries of the study area.

Wetland Summary		
Id #	**Wetland Type ^**	**Size***
W1	Type 2	0.29 ac
	Total:	**0.29 ac**

**size measured within study area*
^wetland type within study area

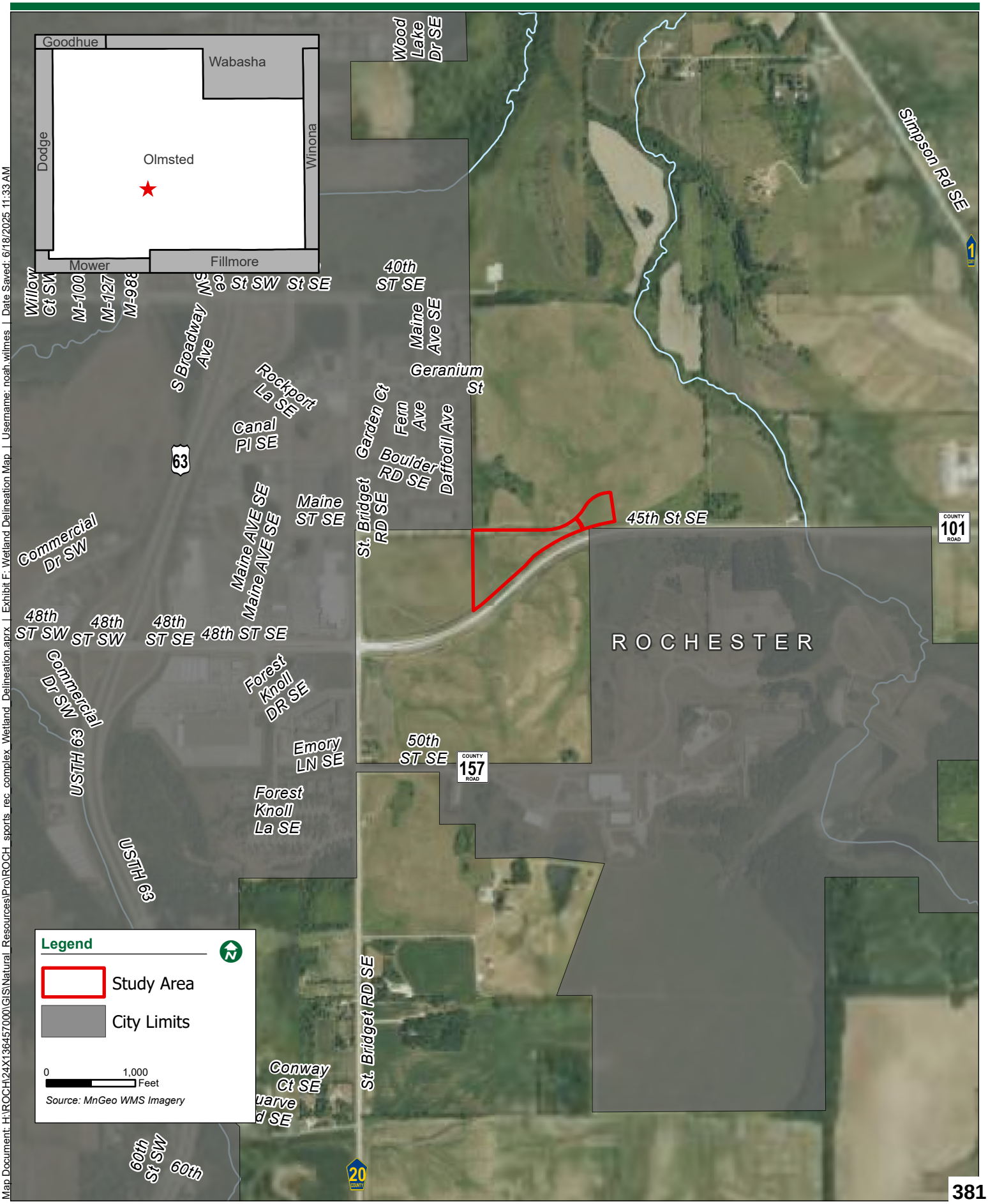
Sincerely,

Bolton & Menk, Inc.

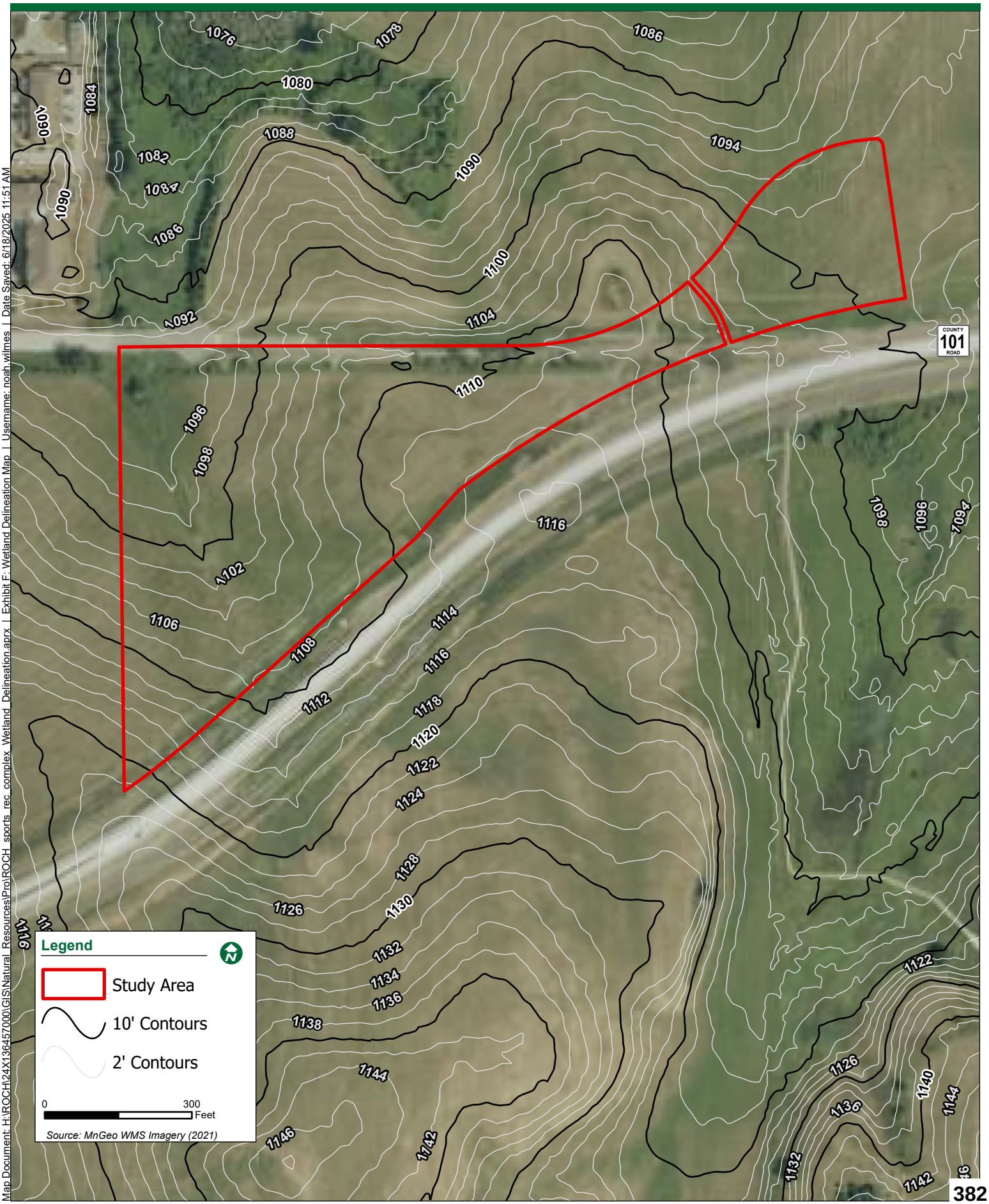


Cortiney Galuska
Certified Wetland Delineator (Wetland Delineator In-Training), No. 5499

Appendix: Exhibits



Map Document: H:\ROCH\24X136457000\GIS\Natural_Resources\Pro\ROCH_sports_rec_complex_Wetland_Delineation.aprx | Exhibit F: Wetland Delineation Map | Username: noah.wilmes | Date Saved: 6/18/2025 11:33 AM



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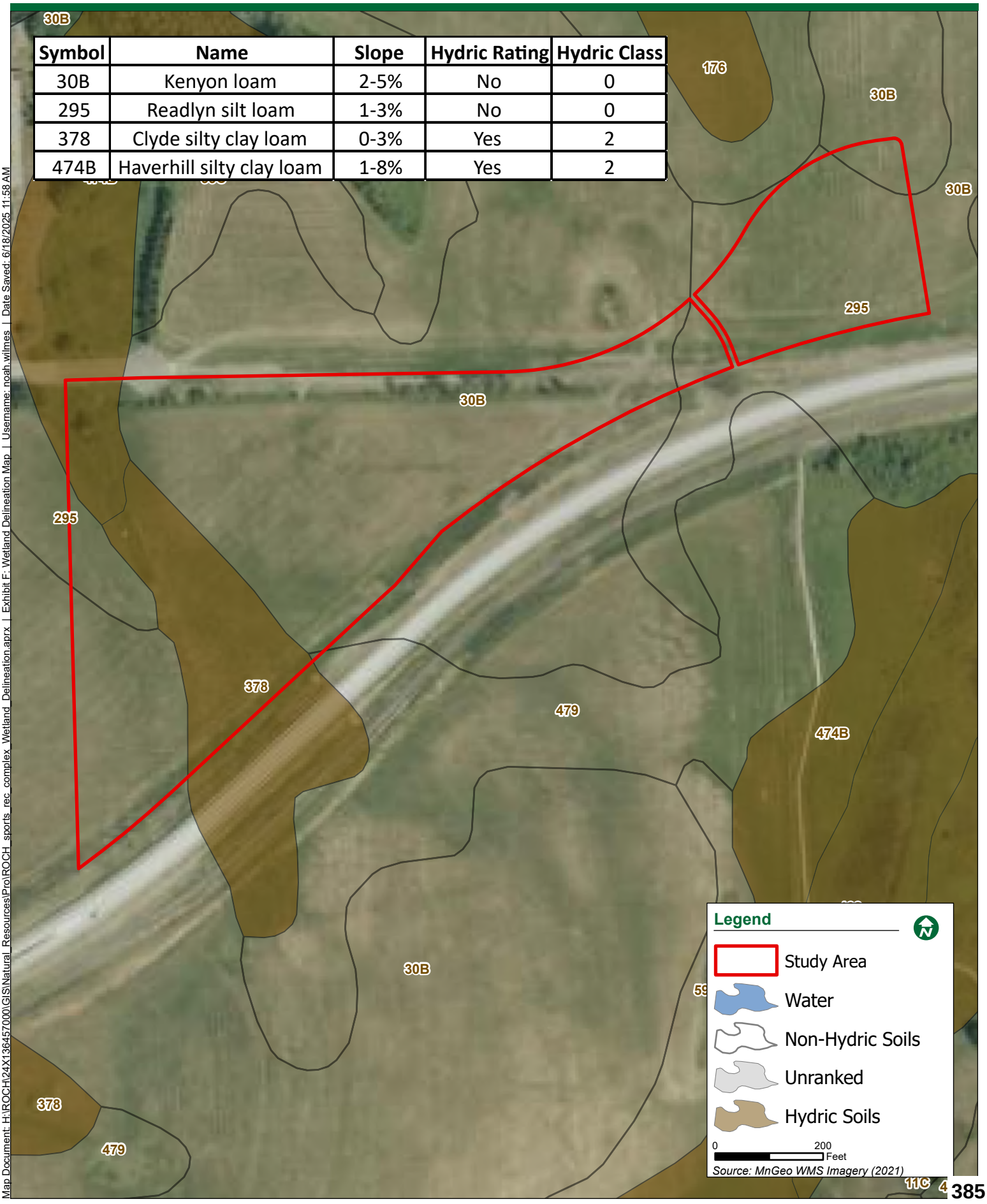


Map Document: H:\ROCH\24X136457000\GIS\Natural_Resources\Pro\ROCH_sports_rec_complex_Wetland_Delineation.aprx | Exhibit F: Wetland Delineation Map | Username: noah.wilmes | Date Saved: 6/18/2025 11:51 AM

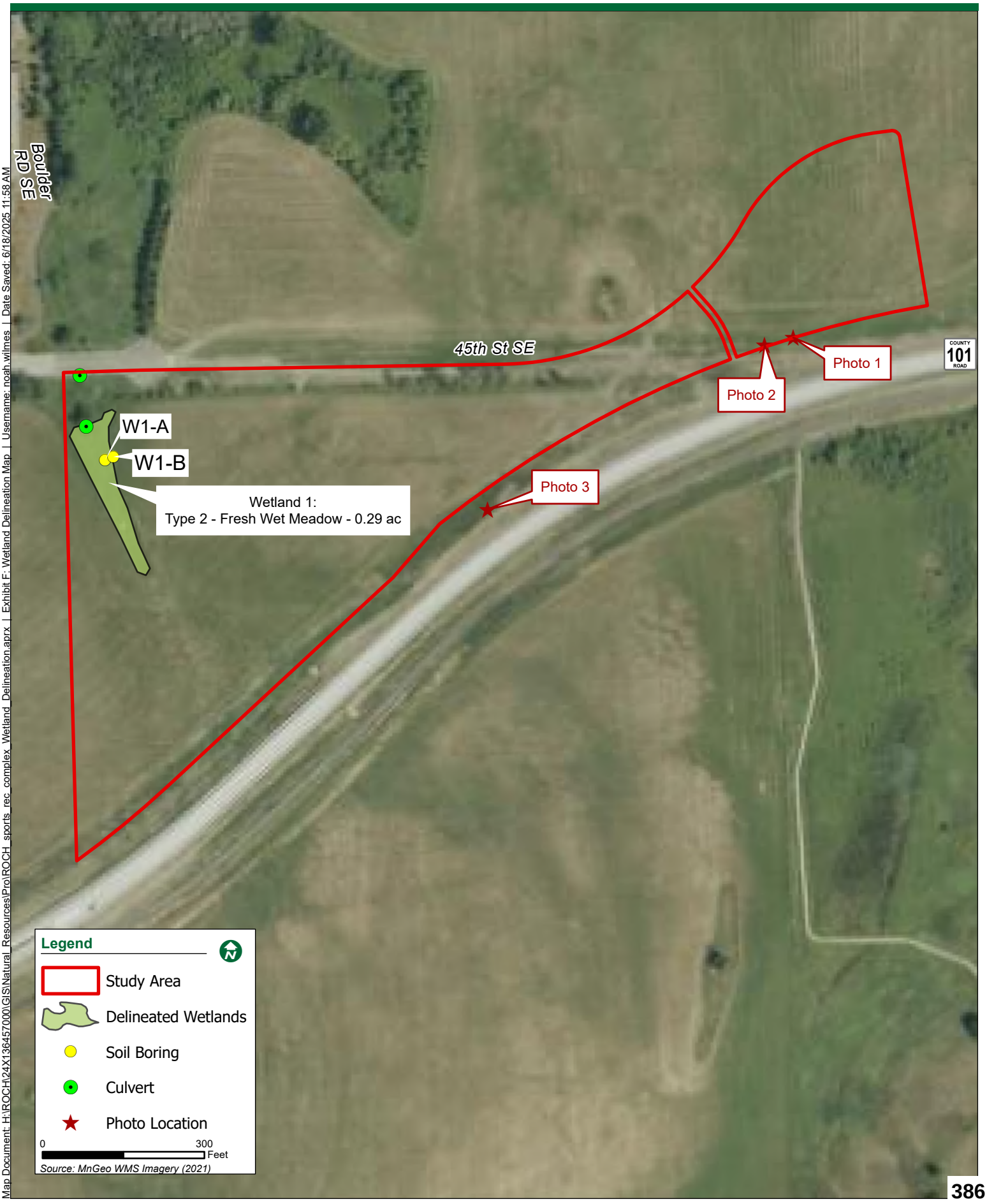


Map Document: H:\ROCH\24X\136457000\GIS\Natural Resources\Pro\ROCH_sports rec complex_Wetland Delineation.aprx | Exhibit F: Wetland Delineation Map | Username: noah.wilmes | Date Saved: 6/18/2025 11:55 AM

Symbol	Name	Slope	Hydric Rating	Hydric Class
30B	Kenyon loam	2-5%	No	0
295	Readlyn silt loam	1-3%	No	0
378	Clyde silty clay loam	0-3%	Yes	2
474B	Haverhill silty clay loam	1-8%	Yes	2



Map Document: H:\ROCH\24X136457000\GIS\Natural_Resources\Pro\ROCH_sports_rec_complex_Wetland_Delineation.aprx | Exhibit F: Wetland Delineation Map | Username: noah.wilmes | Date Saved: 6/18/2025 11:58 AM



Map Document: H:\ROCH\24X136457000\GIS\Natural_Resources\Pro\ROCH_sports_rec_complex_Wetland_Delineation.aprx | Exhibit F: Wetland Delineation Map | Username: noah.wilmes | Date Saved: 6/18/2025 11:58 AM

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Midwest Region
See ERDC/EL TR-10-16; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Exp: 09/30/2027
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Rochester Regional Sport Complex City/County: Olmsted County Sampling Date: 2025-06-10

Applicant/Owner: City of Rochester State: Minnesota Sampling Point: w1A2025

Investigator(s): Cortiney Galuska Section, Township, Range: sec 25 T106N R014W

Landform (hillside, terrace, etc.): Ditch Local relief (concave, convex, none): Concave

Slope (%): 0-2 Lat: 43.956046 Long: -92.453147 Datum: WGS84

Soil Map Unit Name: Haverhill silty clay loam, 1 to 8 percent slopes NWI classification:

Are climatic / hydrologic conditions on the site typical for this time of year? Yes ✓ No ____ (If no, explain in Remarks.)

Are Vegetation____, Soil____, or Hydrology____ significantly disturbed? Are "Normal Circumstances" present? Yes ✓ No ____

Are Vegetation____, Soil____, or Hydrology____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes ✓ No ____
Hydric Soil Present? Yes ✓ No ____
Wetland Hydrology Present? Yes ✓ No ____

Is the Sampled Area within a Wetland? **Yes** ✓ **No** ____

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30' radius)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	0	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15' radius)			
1.			
2.			
3.			
4.			
5.			
	0	=Total Cover	
Herb Stratum (Plot size: 5' radius)			
1. Phalaris arundinacea	100	Y	FACW
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	100.0	=Total Cover	
Woody Vine Stratum (Plot size: 30' radius)			
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:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	100	x 2 =	200
FAC species	0	x 3 =	0
FACU species	0	x 4 =	0
UPL species	0	x 5 =	0
Column Totals:	100 (A)		200.00 (B)

Prevalence Index = B/A = 2.0

Hydrophytic Vegetation Indicators:

✓ 1 - Rapid Test for Hydrophytic Vegetation
✓ 2 - Dominance Test is >50%
✓ 3 - Prevalence Index is ≤3.0[1]
____ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
____ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** ✓ **No** ____

Remarks: (Include photo numbers here or on a separate sheet.)
Cattails in close proxsimity

SOIL

Sampling Point: w1A2025

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[1]	Loc[2]	Texture	Remarks
0-6	10YR 2/2	100					CL	
6-18	10YR 2/2	90	2.5YR 5/6	10	C	PL	CL	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (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)
- ___ Iron Monosulfide (A18)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ 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[3]:

- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21) Very
- ___ Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ✓ **No** ___

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 ✓ Depth (inches): ___

Water Table Present? Yes ___ No ✓ Depth (inches): ___

Saturation Present? Yes ___ No ✓ Depth (inches): ___

(includes capillary fringe)

Wetland Hydrology Present? **Yes** ✓ **No** ___

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

U.S. Army Corps of Engineers
WETLAND DETERMINATION DATA SHEET – Midwest Region
See ERDC/EL TR-10-16; the proponent agency is CECW-COR

OMB Control #: 0710-0024, Exp: 09/30/2027
Requirement Control Symbol EXEMPT:
(Authority: AR 335-15, paragraph 5-2a)

Project/Site: Rochester Regional Sporting Complex City/County: Sampling Date: 2025-06-10
Applicant/Owner: City of Rochester State: Sampling Point: w1B2025
Investigator(s): Cortiney Galuska Section, Township, Range:
Landform (hillside, terrace, etc.): Backslope Local relief (concave, convex, none): None
Slope (%): 3-7 Lat: Long: Datum: WGS84
Soil Map Unit Name: NWI classification:
Are climatic / hydrologic conditions on the site typical for this time of year? Yes ✓ No ____ (If no, explain in Remarks.)
Are Vegetation____, Soil____, or Hydrology____ significantly disturbed? Are "Normal Circumstances" present? Yes ✓ No ____
Are Vegetation____, Soil____, or Hydrology____ naturally problematic? (If needed, explain any answers in Remarks.)

SUMMARY OF FINDINGS – Attach site map showing sampling point locations, transects, important features, etc.

Hydrophytic Vegetation Present? Yes ✓ No ____
Hydric Soil Present? Yes ✓ No ____
Wetland Hydrology Present? Yes ____ No ✓

Is the Sampled Area within a Wetland? **Yes** ____ **No** ✓

Remarks:

VEGETATION – Use scientific names of plants.

Tree Stratum (Plot size: 30' radius)	Absolute % Cover	Dominant Species?	Indicator Status
1.			
2.			
3.			
4.			
5.			
	0	=Total Cover	
Sapling/Shrub Stratum (Plot size: 15' radius)			
1.			
2.			
3.			
4.			
5.			
	0	=Total Cover	
Herb Stratum (Plot size: 5' radius)			
1. Poa pratensis	80	Y	FAC
2. Phalaris arundinacea	20	N	FACW
3. Asclepias syriaca	5	N	FACU
4.			
5.			
6.			
7.			
8.			
9.			
10.			
	105.0	=Total Cover	
Woody Vine Stratum (Plot size: 30' radius)			
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:		Multiply by:	
OBL species	0	x 1 =	0
FACW species	20	x 2 =	40
FAC species	80	x 3 =	240
FACU species	5	x 4 =	20
UPL species	0	x 5 =	0
Column Totals:	105 (A)		300.00 (B)

Prevalence Index = B/A = 2.86

Hydrophytic Vegetation Indicators:

____ 1 - Rapid Test for Hydrophytic Vegetation
✓ 2 - Dominance Test is >50%
✓ 3 - Prevalence Index is ≤3.0[1]
____ 4 - Morphological Adaptations[1] (Provide supporting data in Remarks or on a separate sheet)
____ Problematic Hydrophytic Vegetation[1] (Explain)

[1]Indicators of hydric soil and wetland hydrology must be present, unless disturbed or problematic.

Hydrophytic Vegetation Present? **Yes** ✓ **No** ____

Remarks: (Include photo numbers here or on a separate sheet.)

SOIL

Sampling Point: w1B2025

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[1]	Loc[2]	Texture	Remarks
0-15	10YR 2/2	90	2.5YR 5/6	10	C	PL	CL	

[1]Type: C=Concentration, D=Depletion, RM=Reduced Matrix, MS=Masked Sand Grains.

[2]Location: PL=Pore Lining, M=Matrix.

Hydric Soil Indicators:

- ___ Histosol (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)
- ___ Iron Monosulfide (A18)
- ___ Sandy Mucky Mineral (S1)
- ___ 5 cm Mucky Peat or Peat (S3)
- ___ Sandy Gleyed Matrix (S4)
- ___ Sandy Redox (S5)
- ___ Stripped Matrix (S6)
- ___ Dark Surface (S7)
- ___ 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[3]:

- ___ Iron-Manganese Masses (F12)
- ___ Red Parent Material (F21) Very
- ___ Shallow Dark Surface (F22)
- ___ Other (Explain in Remarks)

[3]Indicators of hydrophytic vegetation and wetland hydrology must be present, unless disturbed or problematic.

Restrictive Layer (if observed):

Type: _____

Depth (inches): _____

Hydric Soil Present? **Yes** ✓ **No** ___

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 ✓ Depth (inches): ___

Water Table Present? Yes ___ No ✓ Depth (inches): ___

Saturation Present? Yes ___ No ✓ Depth (inches): ___

(includes capillary fringe)

Wetland Hydrology Present? **Yes** ___ **No** ✓

Describe Recorded Data (stream gauge, monitoring well, aerial photos, previous inspections), if available:

Remarks:

Appendix C: Cultural Resources

Rochester Sports & Recreation Complex, Rochester, Olmsted County, Minnesota

Phase IA Cultural Resources Literature Review

City of Rochester
September 2025

This report has been redacted for public distribution.

Pursuant to Section 304 of the National Historic Preservation Act (54 U.S.C. § 307103) and 36 CFR § 800.6(a)(5), information concerning the nature and location of archaeological resources is withheld from public disclosure to protect sensitive cultural and historical sites. Such information is considered confidential and is exempt from release under federal preservation regulations.

BOLTON & MENK
Real People. Real Solutions.

Submitted by:
Bolton & Menk, Inc.
12224 Nicollet Ave
Burnsville, MN 55337
P: (952) 890-0509

Phase IA Cultural Resources Literature Review for the Rochester Sports & Recreation Complex, Rochester, Olmsted County, Minnesota

Prepared for the City of Rochester

Authors

Kelly Wolf, MA, RPA

William Rayson

Prepared by:
Bolton & Menk, Inc.
12224 Nicollet Avenue
Burnsville, MN 55337

September 2025

ABSTRACT

The following report contains the results of a Phase IA cultural resources literature review conducted on behalf of the City of Rochester for the proposed Rochester Sports & Recreation Complex. The proposed project involves the construction of a new outdoor sports complex featuring eight softball/baseball diamonds, 12 pickleball courts, a basketball court, a multi-purpose field, and two soccer/multi-purpose fields. The facility will also have several parking lots, an event center, a maintenance building, a park/playground, concession stands, restrooms, stormwater basins, and an intra-park trail. This project is located within T106N, R14W, Section 25 in the City of Rochester, Olmsted County, Minnesota. The total project area is approximately 170.4 acres. The project area is within Minnesota State Historic Preservation Office (SHPO) Archaeological Region 3w (Southeast Ravine West).

As the project involves non-federal public lands, the project is subject to review under the Minnesota Field Archaeology Act (MS 138.31-.42). This Phase IA literature review is intended to assist relevant agencies in their review of the project.

The Phase IA literature review was conducted by the Bolton & Menk, Inc. cultural resources team in August 2025. The objectives of the literature review were to: 1) document the recommended Study Area for the proposed project, 2) summarize data/information of previously recorded cultural resources and cultural resource surveys within/near the Study Area, and 3) determine if further cultural resources investigations are recommended. This report meets the requirements outlined in the *State Archaeologist's Manual for Archaeological Projects in Minnesota* (Anfinson 2011).

Three previously recorded archaeological sites were identified within 1 mile of the proposed project area. Additionally, one previously inventoried historic resource was identified within 0.50 miles of the project area, which is unevaluated for National Register of Historic Places (NRHP) inclusion. Six previous cultural resources surveys have been conducted within approximately 1 mile of the project area, none of which included all or portions of the project area.

A review of historic land use within the project area indicates that the area has remained primarily agricultural. Past ground disturbance within this area appears to have therefore been limited to agricultural plowing and the development of adjacent transportation infrastructure. Due to this lack of significant previous disturbance beyond agricultural tilling, there remains potential for intact archaeological deposits to remain within the project area.

Therefore, based on an off-site review, Bolton & Menk, Inc. recommends ***Phase I archaeological survey*** for the proposed project to determine whether significant cultural resources exist within the project area and, if so, to determine the extent of potential impacts to said resources.

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INTRODUCTION

PROJECT DESCRIPTION

The City of Rochester is proposing to construct a new outdoor sports complex within the city (**Figure 1**). The proposed Rochester Sports & Recreation Complex will feature eight softball/baseball diamonds, 12 pickleball courts, a basketball court, a multi-purpose field, and two soccer/multi-purpose fields. The facility will also have several parking lots, an event center, a maintenance building, a park/playground, concession stands, restrooms, stormwater basins, and an intra-park trail. The total project area is approximately 170.4 acres located within T106N, R14W, Section 25 in the City of Rochester, Olmsted County, Minnesota (**Figure 2**). This project area is within Minnesota State Historic Preservation Office (SHPO) Archaeological Region 3w (Southeast Riverine West).

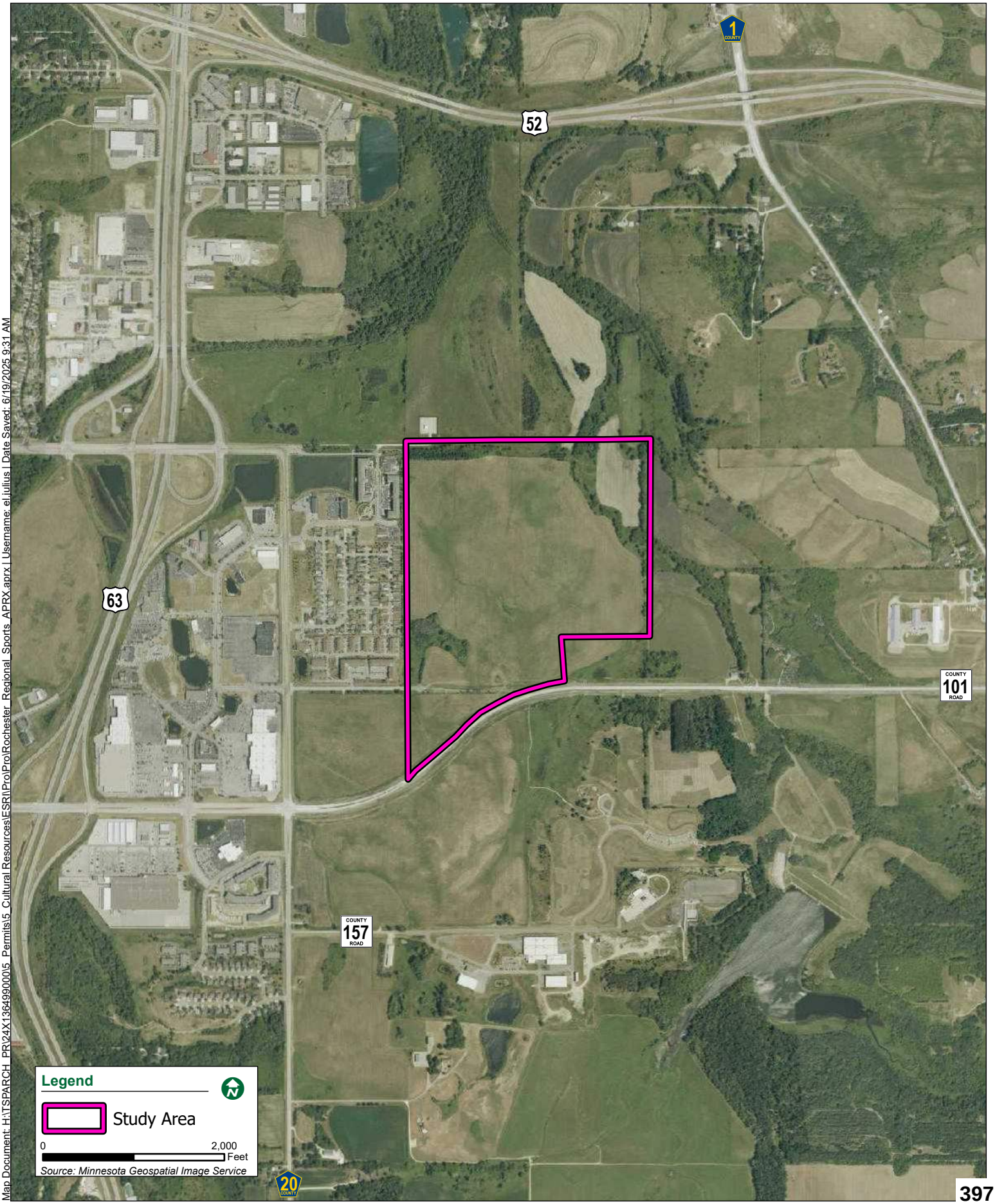
As the project involves non-federal public lands, it is subject to review under the Minnesota Field Archaeology Act (MS 138.31-.42). This Phase IA literature review is intended to assist relevant agencies in their review of the project.

The Bolton & Menk, Inc. cultural resources team was contracted to perform a Phase IA Literature Review to summarize data/information of known cultural resources within/near the proposed project area documented through June 2025 and to make recommendations regarding whether additional cultural resources investigation is necessary. This report meets the requirements outlined in the *State Archaeologist's Manual for Archaeological Projects in Minnesota* (Anfinson 2011).

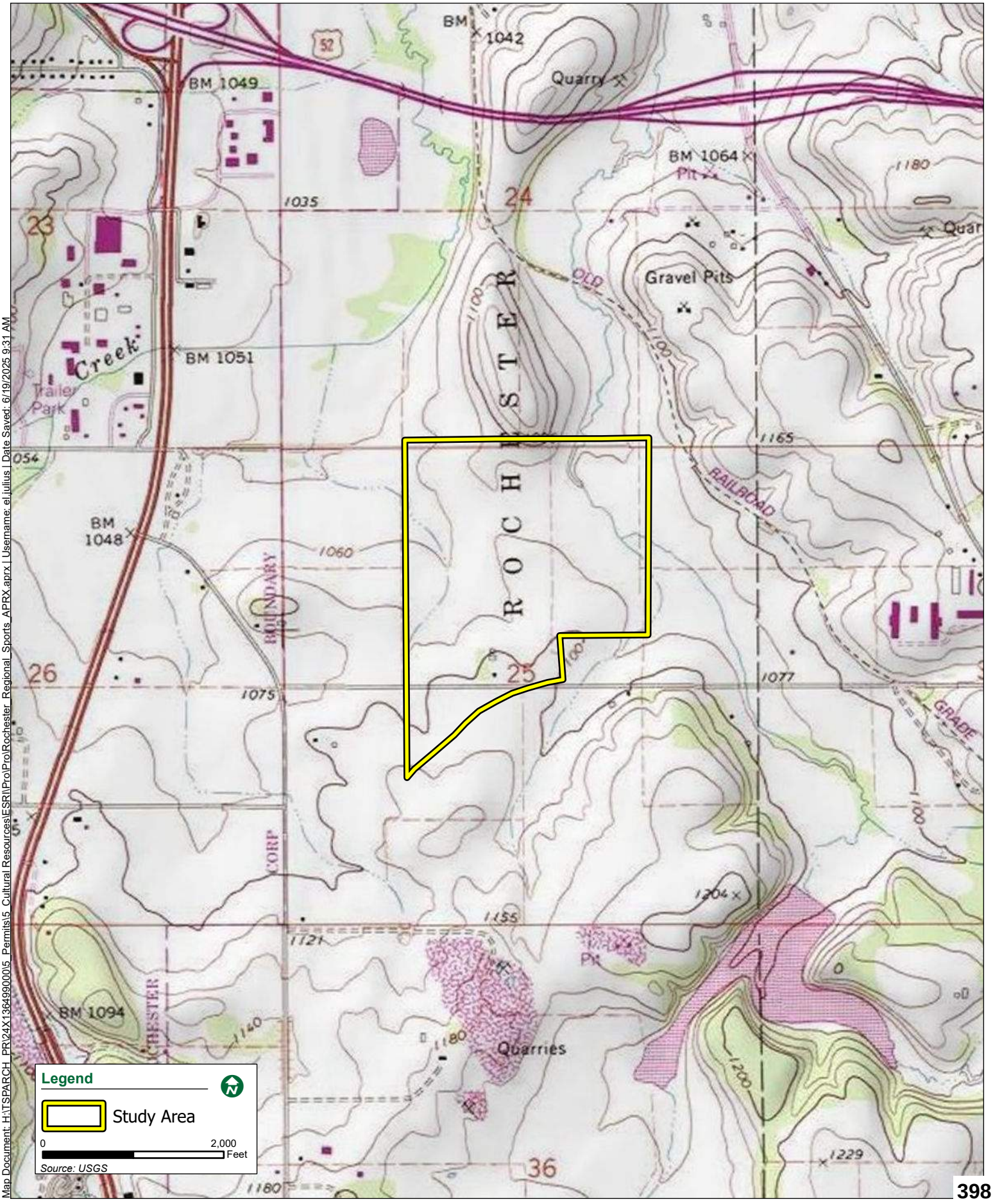
Information contained in this report relating to the nature and location of archaeological sites is considered private and confidential and not for public disclosure in accordance with Section 304 of the National Historic Preservation Act (54 USC § 307103), 36 CFR Part 800.6 (a)(5) of the Advisory Council on Historic Preservation's rules implementing Sections 106 of the NHPA.

RECOMMENDED STUDY AREA

The City of Rochester is proposing the construction of a sports and recreation complex within existing agricultural fields on the east end of 45th Street SE and north of County Road (CR) 101 in Rochester, Minnesota. The recommended Study Area includes the entire approximately 170.4-acre area within which ground disturbing activities associated with the proposed project, including construction staging and stockpiling, may occur. The Study Area is defined by the existing parcel boundaries of three agricultural parcels: a parcel north of CR 101 (PIN: 089091, PARID: 642532089091), a parcel directly east of the terminus of 45th Street SE (PIN: 089089, PARID: 642532089089), and a parcel northeast of the terminus of 45th Street SE (PIN: 089087, PARID: 642513089087).



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METHODOLOGY/RESEARCH DESIGN

OBJECTIVES

Objectives for this Phase IA cultural resources literature review are as follows:

1. Document the recommended Study Area for the proposed project.
2. Summarize data/information regarding previously recorded cultural resources and cultural resource surveys within/near the Study Area.
3. Determine if further cultural resource investigation is recommended.

METHODS

Literature Search

Background research was completed to identify previously recorded archaeological and historical sites documented through June 2025 within approximately 1 mile and 0.5 miles of the Study Area respectively. This research included reviewing cultural resources reports, site forms, maps, and other available information. The Office of the State Archaeologist (OSA) Portal and Minnesota's Statewide Historic Inventory Portal (MnSHIP) were utilized as repositories of information on previously recorded cultural resources in the state. Historic aerial imagery of the project area was reviewed in order to understand the past development of this area and how potential and existing archaeological site areas have been impacted through time. Data in state site files regarding previously completed cultural resources surveys within approximately 1 mile of the Study Area were reviewed on June 11, 2025, during in-person research at SHPO.

SETTING

The project is located in Olmsted County and within the City of Rochester, north of CR 101 and east of 45th Street SE (**Figures 1** & **2**). The majority of the Study Area is within existing agricultural fields, with residential properties to the northwest and an unnamed creek in the east (**Figure 3**).

Figure 3: Project Setting



View south from northwestern corner of Study Area with view of agricultural fields on the left and neighboring residential property on the right (8/12/2025)

GEOLOGICAL & ENVIRONMENTAL CONTEXTS

The Study Area is primarily within a summits/hillslopes landform in a landscape of dissected bedrock uplands, with an understudy of plain landform within a stagnant ice landscape, as well as an undifferentiated floodplain landform within a Floodplain landscape according to the MM4 Landform Layer (Hobbs 2019a). According to the Web Soil Survey, soils in the area are predominantly comprised of Kenyon loam, 2 to 5 percent slopes, Shullsburg silt loam, 2 to 6 percent slopes, and Lawler loam (**Table 1**; Natural Resources Conservation Service [NRCS] 2019).

Table 1: Soil Types Within the Study Area

Soil Name*	Parent Material	Typical Soil Profile**	Percent of Study Area
Kenyon loam, 2 to 5 percent slopes	Erosional sediments from fine-loamy till over loamy till	Ap (disturbed topsoil) 0 to 9 inches: loam A (topsoil) 9 to 14 inches: loam AB (transitional topsoil-subsoil) 14 to 19 inches: loam 2Bw1 (weathered subsoil from secondary parent material) 19 to 41 inches: loam 2Bw2 (weathered subsoil from secondary parent) 41 to 55 inches: loam 2BC1 (transitional subsoil-substratum from secondary parent) 55 to 71 inches: loam 2BC2 (transitional subsoil-substratum from secondary parent) 71 to 79 inches: loam	16.5%
Shullsburg silt loam, 2 to 6 percent slopes	Losses over shale	Ap,A (disturbed topsoil, topsoil) 0 to 17 inches: silt loam Bt1,Bt2 (translocated clay subsoil) 17 to 26 inches: silty clay loam 2Bt3,2Bt4 (translocated clay subsoil) 26 to 37 inches: clay 2Cr (weathered or soft bedrock substratum) 37 to 60 inches: weathered bedrock	16.9%
Lawler loam	Loamy sediments over sandy and gravelly outwash	Ap,A (disturbed topsoil, topsoil) 0 to 16 inches: loam Bw1,Bw2,Bw3 (weathered subsoil from secondary parent material) 16 to 33 inches: loam 2Bw4,2C1,2C2 (weathered subsoil from secondary parent material, substratum) 33 to 60 inches: loamy sand	8.1%
Garwin silty clay loam	Losses	Ap,A (disturbed topsoil, topsoil) 0 to 13 inches: silty clay loam Bg1,Bg2,Bg3 (gleyed subsoil) 13 to 33 inches: silty clay loam BCg,Cg (transitional subsoil-gleyed substratum, gleyed substratum) 33 to 60 inches: silt loam	7.6%
Otter silt loam, channeled	Silty Alluvium	Ap,A,Ab1,Ab2 (disturbed topsoil, topsoil, buried topsoil) 0 to 30 inches: silt loam Ab3 (buried topsoil) 30 to 38 inches: silt loam Cg (gleyed substratum) 38 to 60 inches: silt loam	6.7%
Readlyn silt loam, 1 to 3 percent slopes	Erosional sediments fine-loamy over loamy till	Ap (disturbed topsoil) 0 to 9 inches: silt loam A (topsoil) 9 to 15 inches: silt loam AB (transitional topsoil-subsoil) 15 to 19 inches: loam Bw (weathered subsoil) 19 to 24 inches: loam 2Bg1 (gleyed subsoil) 24 to 35 inches: clay loam 2Bg2 (gleyed subsoil) 35 to 46 inches: clay loam 2BCg (transitional subsoil-gleyed substratum) 46 to 60 inches: loam 2BC (transitional subsoil-substratum) 60 to 79 inches: loam	6.4%
Schapville silty clay loam, 6 to 12 percent slopes	Loess over residuum over shale bedrock	Ap (disturbed topsoil) 0 to 7 inches: silty clay loam A (topsoil) 7 to 15 inches: silty clay loam Bg (gleyed subsoil) 15 to 20 inches: clay 2Cr (weathered or soft bedrock substratum) 20 to 60 inches: weathered bedrock	6.0%
Floyd silt loam, 1 to 4 percent slopes	Erosional sediments fine-loamy till over loamy till	Ap (disturbed topsoil) 0 to 16 inches: silt loam A2 (topsoil) 16 to 24 inches: silt loam Bw1 (weathered or soft bedrock subsoil) 24 to 33 inches: sandy clay loam Bw2 (weathered or soft bedrock subsoil) 33 to 41 inches: sandy loam 2Bw3 (weathered or soft bedrock subsoil) 41 to 50 inches: loam 2BC (transitional subsoil-substratum) 50 to 79 inches: loam	5.5%

Soil Name*	Parent Material	Typical Soil Profile**	Percent of Study Area
Sawmill Silty Clay Loam	Silty Alluvium	A1,A2 (topsoil, disturbed topsoil) 0 to 18 inches: silty clay loam A3,A4 (topsoil) 18 to 30 inches: silty clay loam Bg (gleyed subsoil) 30 to 41 inches: silty clay loam Cg (gleyed substratum) 41 to 60 inches: silty clay loam	5.3%

*Based on data provided by Web Soil Survey.
**Soil horizon descriptions derived from *Keys to Soil Taxonomy*, 13th Edition (NRCS 2022).

Bedrock within this portion of Olmsted County is primarily composed of fine- to medium-grained, whitish-tan, quartzose sandstone from the St. Peter Sandstone formation (Steenberg 2020). Bedrock is typically encountered at a depth of 0 to 25 feet below ground surface (Steenberg and Chandler 2020). Surficial geology is described as gravelly sand with minor silt and clay beds (Marshall and McDonald 2020).

The Study Area is in SHPO Region 3w – Southeast River West, an archaeological resource region that includes all of Dodge, Fillmore, Goodhue, Houston, Mower, Olmsted, Wabasha, and Winona counties, and portions of Dakota, Freeborn, Rice, and Waseca counties. The region continues into the adjacent corners of Wisconsin and Iowa. SHPO Regions are based on features of the natural environment such as vegetation and hydrology that are believed to have been important contributors to regional cultural diversity in the precontact and contact periods (Gibbon et al. 2002). According to the MM4 Historic Vegetation Model that draws from digitized GLO map data, historic vegetation for the Study Area would have been dominated by prairie, with seasonally wet areas, deciduous forest, and a small portion of permanent inundation (Hobbs 2019b). The Study Area is also within the precontact floodplain of the Zumbro River according to the MM4 Prehistoric Hydrography Model (Hobbs et al. 2019). Late Holocene period subsistence resources would have included deer, elk, and scattered bison in the uplands and mussels, fish, and waterfowl. Edible plants in the late Holocene period edible plants would have included water lilies, aquatic flora, prairie turnip, and acorns (Gibbon et al. 2002).

CULTURAL CONTEXTS

PALEOINDIAN TRADITION

The Paleoindian Tradition in Minnesota occurred from approximately 13,000 to 9,000 years before present (BP, present defined as 1950 upon the development of radiocarbon dating methods). The Paleoindian Tradition in Minnesota is primarily known based upon the isolated finds of projectile points, primarily found by non-professional archaeologists during uncontrolled surface collection (Buhta et al. 2011). As Buhta et al. (2011) write, very little progress in our understanding of the Paleoindian occupation in Minnesota has taken place since documentation of the Brown's Valley burial (21TR0005) in the 1930s. This dearth of information is largely due to the fact that systematic sampling has failed to identify single-component Paleoindian assemblages of any size (Buhta et al. 2011).

The Paleoindian Tradition is broadly divided into two cultural groups, the earlier Llano (13,000 – 10,000 BP) and the later Plano (10,000 – 9,000 BP), which are based primarily on their point typology (Higginbottom 1996). Llano points are fluted, with Clovis being the earliest documented complex, found primarily in central and southeastern Minnesota, and Folsom being the most commonly occurring, particularly in western and southern Minnesota (Gibbon 2012). The Llano complexes were largely replaced around 10,000 BP by Plano points, which are unfluted (Forsberg 2003). Toolkits during the Paleoindian Tradition would have minimally included spear points, scrapers, drills, gravers, and hammerstones, but may have also included bone and wooden tools (Mississippi Valley Archaeology Center [MVAC] 2004a).

There are no excavated archaeological materials that can be definitively attributed to the makers of Clovis or Folsom projectile points in Minnesota, although parts of Minnesota would have been

inhabitable throughout the Wisconsin Glaciation (Buhta et al. 2011). There have been several finds of woolly mammoth skeletal parts and teeth at Minnesota localities, but none has ever been indisputably associated with human activity (Johnson 1988). Similarly, although late Paleoindian points have been found throughout Minnesota, Plano sites in Minnesota are also rare and even fewer have been systematically excavated. Only two of these sites have associated radiocarbon dates: the Brown's Valley site (21TR0005) in Traverse County, which dates to around 9,000 BP, and the Bradbury Brook site (21ML0042) in Mille Lacs County, which dates to around 9,200 BP (Forsberg 2003).

With the Paleoindian Tradition in Minnesota defined almost entirely by isolated artifact find spots, this period in Minnesota is understood primarily through paleoecological reconstructions and by extending what is known about Paleoindian lifeways elsewhere in North America to the Upper Midwest (Buhta et al. 2011). Paleoindian subsistence appears to have been reliant upon a combination of large game hunting, including caribou, bison, deer, moose, mammoth, and fish and floral resources that returned to the previously glaciated regions shortly after the ice retreated (Buhta et al. 2011). Paleoindian settlement patterns are poorly understood, although it is hypothesized that the hunters and gatherers may have lived in small family groups, traveling to find the floral and faunal resources described above (Gibbon 2012; MVAC 2004b).

It should also be noted that there has been an increasing argument for an even earlier complex in the Paleoindian Tradition, typically referred to as Pre-Clovis, with dates between almost 20,000 – 13,000 BP. While some areas of Minnesota would have been ice free by around 15,000 BP and all but the northernmost areas would have been habitable by 13,750 BP, the presence of Pre-Clovis in Minnesota is still hotly debated (Buhta et al. 2011).

ARCHAIC TRADITION

The time span between the Paleoindian and Woodland Traditions (roughly 9,500 – 2,500 BP) encompasses several thousand years which have all been attributed to the Archaic. The Archaic Tradition is arguably the most poorly understood precontact period and was originally defined based on the lack of the distinct lithic materials from the preceding Paleoindian Tradition and the subsequent burial mounds and ceramics that characterize the Woodland Tradition (Buhta et al. 2017). However, as more information about this period has come to light, it has become increasingly clear that a) there was not a clear distinction between the Paleoindian and the Archaic Traditions, but rather a great deal of overlap in subsistence patterns and lithic material usage, and b) the Archaic is characterized by its own traditions, based on subsistence and settlement patterns, technological and cultural practices, and other factors that differed from the traditions before and after, and not just by a lack of distinctive cultural materials (Buhta et al. 2017; McElrath et al. 2009; McElrath and Emerson 2009).

The Archaic occurred during a time of pronounced post-glacial environmental changes, which included the extinction of the large Pleistocene mammals. In Minnesota, this period was marked by drastic climatic shifts and corresponding changes in vegetation and other resources for its occupants. During the Early Archaic, less fire-resistant forests dominated the landscape with primarily coniferous species in the north and deciduous species in the south. The Middle Archaic saw the expansion of drier conditions and prairie environments expanded to cover even the northernmost extents of Minnesota. The prairie and oak savannas reached their maximum during this period, concurrent and likely intensified by the catastrophic drainage of Lake Agassiz. Finally, during the Late Archaic, forests once again replaced prairies, although at this time the forests were characterized by more fire-resistant species (such as oaks and aspens). The re-expansion of forests in the Late Archaic began with mainly deciduous species before coniferous species returned and intensified, particularly across northern Minnesota, before eventually stabilizing into the three distinct biomes of prairie, deciduous forest, and coniferous forest familiar in Minnesota today (Buhta et al. 2017).

Environmental changes through the Archaic necessitated changing subsistence strategies. During the heavily forested periods, forest resources such as deer were heavily utilized. However, in the Middle Archaic, the spreading of grassland environments introduced bison and other prairie species. In addition to climate, fire may have been one of the primary controls on vegetation during the period. Given that humans use fire for hunting and other activities, it is possible that they had considerable influence over vegetation change (Clark et al. 2001; Grimm 1984; Nelson et al. 2006). By the Late Archaic, the stabilization of the climate and vegetation to modern conditions allowed for specialization based upon the use of specific resources, and the development of distinctive lifeways based on these adaptations (Gibbon 2012). Environmental changes and the resultant geographic shifts in biomes have caused changes in the territories between the different Archaic adaptations – and thus overlapping and commingled archaeological deposits.

Known technological changes to occur during the Archaic period include the development of ground stone and copper tools, as well as the early horticulture of plants such as squash. The Archaic also marks a technological shift from larger, hafted, bifacially worked, lanceolate artifacts to smaller lithic specimens, namely stemmed and notched points. This shift in lithic usage is thought to be indicative of the application of atlatl technology (Buhta et al. 2017). In aquatic settings throughout the Midwest, the use of seine weights, indicative of intensified fishing via cast nets, has also been observed (Struever and Holton 2000).

Other information regarding changes in subsistence, settlement patterns, demographics, social hierarchy, economic structure, political relationships, and religious practices are largely unknown. Most sites that are affiliated with the Archaic are multi-component and most of these sites have experienced considerable amounts of mixing due to rodent and agricultural activity. Some Archaic sites are deeply buried, with some even found below the present water table. Few datable and/or diagnostic artifacts have been found within discrete Archaic horizons (Cummings et al. 2017). Only three single-component Archaic sites that have been excavated in Minnesota have associated radiocarbon dates, and only five sites with Archaic components include both diagnostic artifacts and radiocarbon dates (Buhta et al. 2017).

WOODLAND TRADITION

The Woodland Tradition in Minnesota spans from 1000 BC to AD 1750 (Arzigian 2008; Buhta et al. 2014; Gibbon 2012). The Woodland in Minnesota was once thought to represent the simultaneous adoption of ceramic technology, mound interment, and plant cultivation (Anfinson 1979; Buhta et al. 2014); however, the transition from Archaic to Woodland was more complicated, with societies selectively accepting these practices and technologies at different times (Theler and Boszhardt 2005). As with the transition from the Paleoindian to Archaic Traditions, the beginning of this period does not represent a sudden nor drastic change from the preceding period. Instead, the transition to the Woodland Tradition is characterized by an intensification of local resource bases and regionalization of peoples on the landscape. Still, the presence of pottery is generally used to identify Woodland and later contexts (Arzigian 2008).

Also during this period, the use of new resource bases (i.e. the cultivation of domesticated crops) led to greater sedentism (Gibbon 2012). Thus, while implements were similar to those of the preceding Archaic complexes, material culture types found in Woodland contexts shifted due to cultural change and regionalization as modes of resource exploitation specialized for local environments, a trend attributed at least in part to the continued stabilization of local environments. As a result of this regional specialization, there are a wider variety of forms in both projectile points and ceramics across the different complexes. Compared with the Archaic, stemmed points are rarer with side-and corner-notched points of several varieties supplanting them. Scrapers, knives, drills, awls, and punches of chipped stone persisted, and as well as ground-stone implements. Although ceramics varied in their composition and decoration by complex, some of the earliest examples in the state come from thick-

walled and conical vessels and, over time, these generally become thinner and more globular. Shell tempering eventually would allow for a more water-tight, less permeable vessel (Arzigian 2008). Copper continued to be used for awls and ornaments, although the frequency of copper articles is lower than in the Archaic.

At the same time this regionalization was taking place on the landscape, contact with peoples from far-removed societies also occurred. This expanded interaction sphere is visible through the occurrence of exotic items such as galena, obsidian, and shark teeth, to name a few, along with changes in ceramic stylistic attributes.

During the Late (Terminal) Woodland, after AD 500 or so, the continued intensification of local resources through time led to even further regionalization. During the Terminal Woodland, population size increased, as did the size and number of habitation sites. Agricultural societies focused on maize horticulture and residing in associated palisaded villages in southern and western Minnesota (Plains Village cultures). The Effigy Mound complex in the Upper Mississippi River valley, and semi-sedentary villages focused on intensive wild rice harvesting in northern Minnesota (Psinomani Complex). Both deer and bison continued to be important resources, and many Woodland sites reflect season occupation as the inhabitants moved back and forth between the prairies and the woodlands (Arzigian 2008).

CONTACT PERIOD

The Contact Period is defined as the period of initial contact between Europeans and the tribes of Minnesota. While the territory now known as Minnesota was legally under the control of Spain from 1763 to 1800, French and British presence predated the United States' acquisition of the territory with the Louisiana Purchase in 1803. The French presence in Minnesota began with the exploration of the Great Lakes in the early 1600s (Dobbs 1988). For this reason, there is some overlap between the Late Woodland and the early Contact Period (c. 1650).

The fur trade was the major catalyst for French interest and many early trading posts in northern Minnesota and along the Mississippi River were established by French fur traders. However, when the British defeated the French in the French and Indian War in 1760, French influence in Minnesota essentially ended while the presence of the British intensified. The founding of two major fur trade companies (Hudson's Bay and the North West Company) solidified British interest in Minnesota and British fur traders expanded the French trading post network through the interior of the state, primarily following the major river routes along the Minnesota, Red, and Mississippi Rivers (Dobbs 1988).

While officially the United States' political presence in Minnesota began in 1803 with the Louisiana Purchase, in practice it began following the establishment of the first permanent US military presence: the founding of Fort Snelling in 1819 (Dobbs 1988). Zebulon Pike claimed to have secured 100,000 acres from the Dakota in 1805 for the erection of a US fort, and the confluence of the Minnesota and Mississippi Rivers, the ancestral birthplace for the Dakota people, was selected for this purpose. The initial function of the fort was to secure the control of US interests in the fur trade and to quell hostilities between indigenous groups and the encroaching settlers moving westward (Cassady and DeCarlo 2018).

In addition to expanding and shifting European interests in Minnesota, the Contact Period was also a time of significant tribal movements. When the French first arrived in Minnesota, members of related Indigenous groups referred to by the Europeans as the "Sioux" (primarily the Dakota, Nakota, and Lakota) occupied most of the state. However, around the mid-1700s, Ojibwe tribes that had been established around the Great Lakes began moving south and west from the area of Lake Superior. As these groups continued to expand into Minnesota, periodic conflicts with the Dakota eventually culminated between 1736 – 1760 in outright warfare (Minnesota Historical Society [MNHS] n.d.). The US attempted to impose peace between the tribes by establishing a border between them with the Treaty of Prairie du Chien in 1825. However, the treaty did little to resolve matters between the Dakota and the

Ojibwe and was later used by the US as justification for later land cessions from both groups (Milwaukee Public Museum 2022). Ultimately, the end to intertribal conflicts was the overwhelming challenges imposed upon Indigenous peoples by Euro-American settlers (MNHS n.d.).

HISTORIC/POST-CONTACT PERIOD

The start of the historic or post-contact Period in Minnesota is marked by the major land cessations that began in 1837 between the US, the Dakota and the Ojibwe (Anfinson 1994). By 1851, the Dakota had ceded all of their land in Minnesota in the Treaty of Traverse des Sioux. The Dakota were assured a swath of land, 10 miles wide, on either side of the Minnesota River following the cessations with the "Upper Sioux" (Sisseton and Wahpeton) settling above the river and the "Lower Sioux" (Mdewakanton and Wahpekute) settling below the river. However, in 1858, the same year that Minnesota was granted Statehood, an additional treaty allowed for Euro-American settlers to occupy the land on the north side of the Minnesota River (Lass 1998).

Annuities to the Lower Sioux Agency were delayed in 1862, and a portion of the starving, mistreated, and frustrated Dakota retaliated, leading to the start of the US-Dakota War. Following the war, only a small number of Dakota remained in Minnesota. For all intents and purposes, by 1863, due to the government abrogating all Dakota treaties, it was illegal to be Dakota in the state of Minnesota (Anfinson 1994). The Ojibwe, meanwhile, were eventually forced to retreat onto a series of reservations established from 1854 – 1867 as Euro-Americans, drawn by the ample farmland and dense forests for lumbering available in Minnesota, took control over the land (OSA n.d.).

HISTORIC OLMSTED COUNTY

Olmsted County is located in southeastern Minnesota. The county was created in 1855 when 655 square miles were partitioned off Rice, Wabasha, and Fillmore counties and named after David Olmsted, the first mayor of St. Paul (Leonard 1910). Rochester, located in the Zumbro River Valley, is the county seat. The county boundaries have remained unchanged since its foundation. Olmsted is one of only four counties in Minnesota that does not contain any natural lakes, but is crossed by the Zumbro, Whitewater, and Root Rivers. Olmsted County is characterized by agricultural production due to its long growing season and fertile soils (Leonard 1910). Agricultural production centers around corn and soybean crops, dairy farming, and hogs (MN Dept of Agriculture 2021). However, another important part of the county's history revolves around the Mayo Clinic located in Rochester. Dr. W.W. Mayo settled in Rochester, where he established a medical practice, in 1864. In 1882-1883, now a prominent citizen, Mayo was elected mayor of Rochester. In August of 1883, a tornado hit Rochester and Mayo requested the assistance of the sisters at the Saint Francis convent for the housing and care of the injured. The result of this partnership was the establishment of the Mayo Clinic Hospital, Saint Marys Campus in 1889. The Mayo Clinic remains one of the most important medical institutions today (Mayo Foundation 2022).

RESULTS

LITERATURE REVIEW

The OSA Portal was searched for archaeological sites and MnSHIP was searched for historic resources recorded through June 5, 2025, within 1 mile and 0.5 miles of the Study Area respectively. In-person research was conducted at SHPO on June 11, 2025, to identify previously completed cultural resources surveys within 1 mile of the Study Area.

Archaeological Sites Within 1 Mile of Study Area

There are three previously recorded archaeological sites within 1 mile of the Study Area (**Table 2; Figure 4**). Sites located within 0.25 miles of the Study Area are further discussed below the table.

Table 2: Previously Recorded Archaeological Sites Within 1 Mile of Study Area

Site No.	Site Name	Description/Cultural Affiliation*	Distance from Study Area	NRHP Eligibility**	Potential Effects
21OL0059	Tolbert	Historic Farmstead / Euro-American	[redacted]	Unevaluated	None
21OL0012	(no name)	Lithic scatter / Precontact	[redacted]	Unevaluated	None
21OL0023	(no name)	Isolated lithic / Precontact (Archaic)	[redacted]	Unevaluated	None

*inferred cultural affiliation based upon site type.
**NRHP status provided by SHPO from their records on June 9, 2025.

21OL0059 – Tolbert Site

The Tolbert Site (21OL0059) is a historic farmstead site located [redacted]. This site was identified in 2016 during archaeological investigations lead by Madeline Bray prior to land acquisition by the City of Rochester. The following year University of Wisconsin-Milwaukee Cultural Resources Management (UWM-CRM) investigated the site for the same land acquisition. During 2017 investigations, shovel testing and pedestrian survey revealed a concentration of historic artifacts and five structural features deemed to be related to Post-Contact European American farmstead activity. It was noted that these structures were consistent with historic aerial photography. The site was determined to be not eligible for NRHP listing as it was not found to possess significance under any of the Criteria (Kubicek 2017). [redacted]

Architecture-History Resources Within 0.5 Miles of Study Area

There is one previously recorded architecture-history resource within 0.5 miles of the Study Area: the Winona & Western/Chicago Great Western Railroad Corridor Historic District: Simpon – Zumbrota Junction Segment (XX-RRD-CGW003) (**Figure 4**). This approximately 9-mile railway corridor runs northwest-southeast from Simpson – Rochester, Minnesota. This railroad corridor was determined to be not eligible for NRHP listing as it was found not to possess significance under any Criteria (Raath 2021). As such, although the Simpson to Zumbrota Junction Segment of the W&W/CGW Railway is within 0.14 miles of the Study Area, no significant impacts to this resource are anticipated as a result of this project.

Historical Cemeteries Within 1 Mile of Study Area

A review of the OSA Portal Historical Cemeteries Study Layer, created on behalf of the Minnesota Cemetery Project (Vermeer and Terrell 2011) shows one cemetery within 1 mile of the Study Area: a cemetery with an unknown name which overlaps the project area (**Figure 4**). A notation on this unknown cemetery on the OSA Portal states that this cemetery may be the Stoppel Farm Cemetery. The Minnesota Cemetery Project (MCP) lists the Stoppel Farm Cemetery as within T106N, R14W, Section 8 and notes that the cemetery is inactive and abandoned. The MCP does not contain a cemetery within T106N, R14W, Section 25 (Pope and Fee 1988). A review of historic aerial photography, plat maps, and

satellite imagery does not appear to demonstrate a cemetery located within the Study Area (see **Historic Land Use Within the Study Area**). Therefore, it appears to be a mapping error that shows a cemetery at this location on the OSA Portal and it is unlikely that a cemetery ever existed within the Study Area.

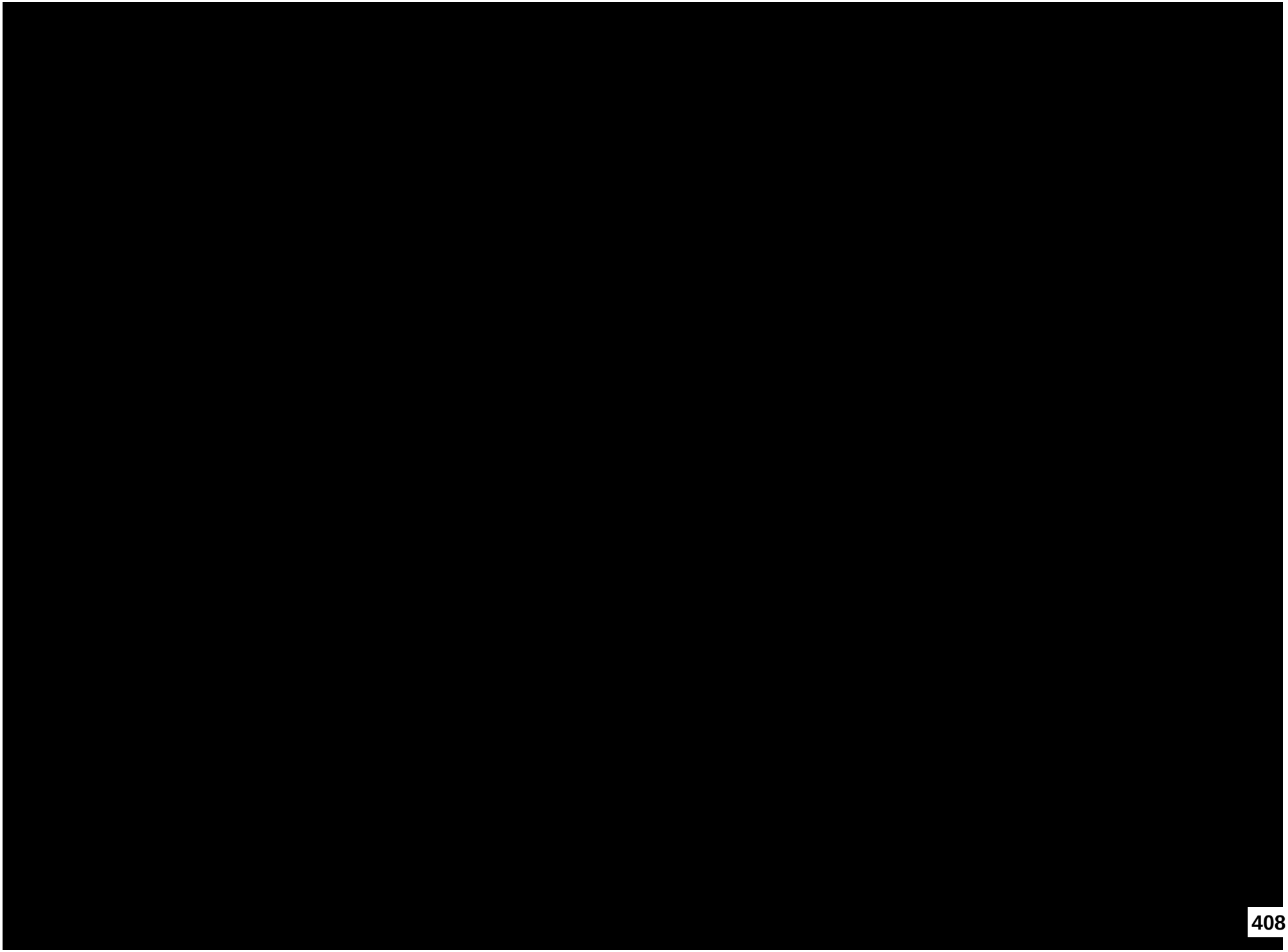
Previous Cultural Resource Investigations Near/Informative to the Study Area

A review of reports on file at SHPO (or a review of reports in the SHPO database) identified six previous cultural resources surveys within 1 mile of the Study Area (**Table 3**). Previous survey reports were reviewed to develop a better understanding of the soils and cultural materials typically encountered in the area, as well as the historic and cultural contexts relevant to the Study Area. However, none of the previous surveys included all, or portions of, the current Study Area.

Table 3: Previously Completed Cultural Resources Surveys Within 1 Mile of Study Area

Publication Year	Report Title	Author(s)	Distance from Study Area	Report Number*
1998	Archaeological Investigations at the Proposed TH 63 South Corridor TH 52 to 48th Street SW, Olmsted County, Minnesota	R. Stewart	1.00 miles east	OL-1998-01
2001	Supplementary Phase I Cultural Resource Investigations of the Proposed TH 63 South Corridor, TH 52 to 48th St. SW, Olmsted County, Minnesota	V. Twinde and B. Kooiman	0.42 miles east	OL-2001-02
2016	Archaeological Assessment for the Gamehaven Park land Acquisition Project.	M. Bray	0.15 miles southwest	---
2017	Archaeological Survey for the Gamehaven Park Land Acquisition Project.	R. Kubicek et al.	0.15 miles southwest	---
2018	Archaeological Assessment for Proposed Gravel Mining Operations at Kottschade Properties, 40th Street SE, Rochester, Olmsted County, Minnesota	S. Blondo and L. Reiners	0.56 miles northeast	OL-2018-01
2024	Archaeological Technical Report Rochester Bus Stop Improvements	J. Shanks and J. Mauck	1.00 miles east	OL-2024-06

*Report numbers based on state database (i.e. MN SHPO, OSA, etc.) filing system.



HISTORIC LAND USE WITHIN THE STUDY AREA

A review of historic maps and aerial imagery demonstrates that land use within the proposed project area has primarily been agricultural and has not experienced major alterations since the first available aerial photo of the area from 1940.

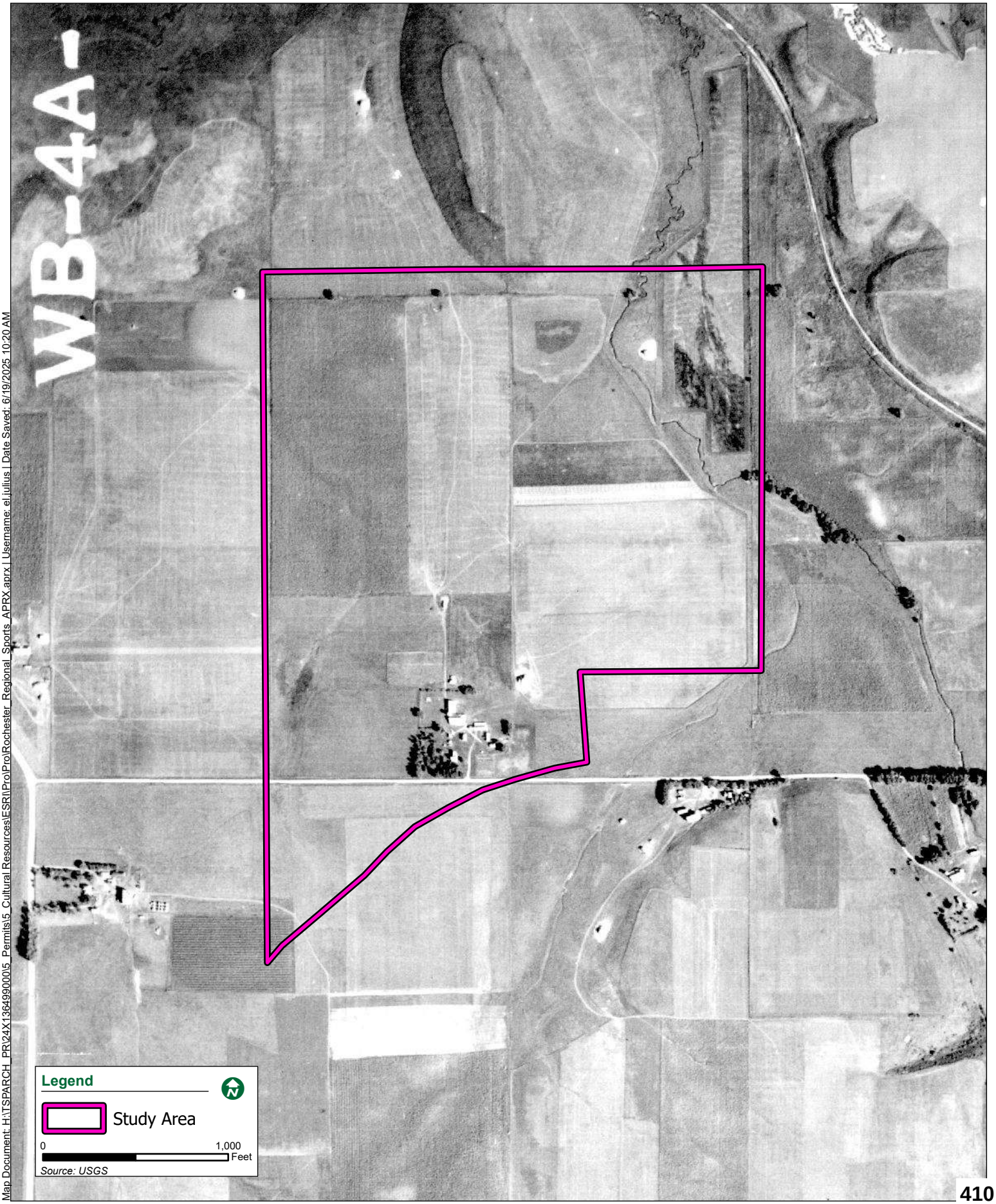
Historic Map Review

An 1896 plat map depicts the proposed project area as belonging to T. Mackey (Geo. A. Ogle 1896). A 1916 plat map shows that since 1896, ownership has shifted, but parcels dimensions were unchanged. The 1916 plat depicts the project area belonging to A. Anderson. The 1916 plat depicts a railroad between Rochester and Simpson, which is the Simpson to Zumbrota Junction Segment of the Winona & Western/Chicago Great Western Railroad Corridor (XX-RRD-CGW003) located east of the project area (W.W. Hixson 1916).

Aerial Imagery Review

Historic aerial photography and satellite imagery were also reviewed to provide insight into land use from 1940 to present. Historic aerial photography from 1940 shows the Winona & Western/Chicago Great Western Railroad's Simpson to Zumbrota Junction Segment and surrounding farmsteads/roadways near the project area (**Figure 5**). Ground disturbance, therefore, appears to have been primarily related to railway/roadway construction and maintenance, and the installation of subsurface utilities within the associated right-of-way. Satellite imagery from 1985 and 1991 shows that between those years no discernable alterations to the land within the project area occurred. Between 1991 and 2004, satellite imagery shows the development of a residential neighborhood to the northwest of the Study Area (**Figure 6**). Between 2004 and 2006, an access drive was constructed, bisecting the field within the project area north of 45th Street SE. Between 2015 and 2018, it appears the agricultural fields within the project area were abandoned/left fallow. Imagery from 2022 and 2023 shows that between that time, CR 101 was rerouted to its current location, south of the project area. During that period, the segment of 45th Street SE within the project area was altered to a dead-end road. No significant changes to land use or obvious indications of ground disturbance appear to have occurred within or adjacent to the project area since 2023.

Figure 5 - 1940 Aerial Imagery

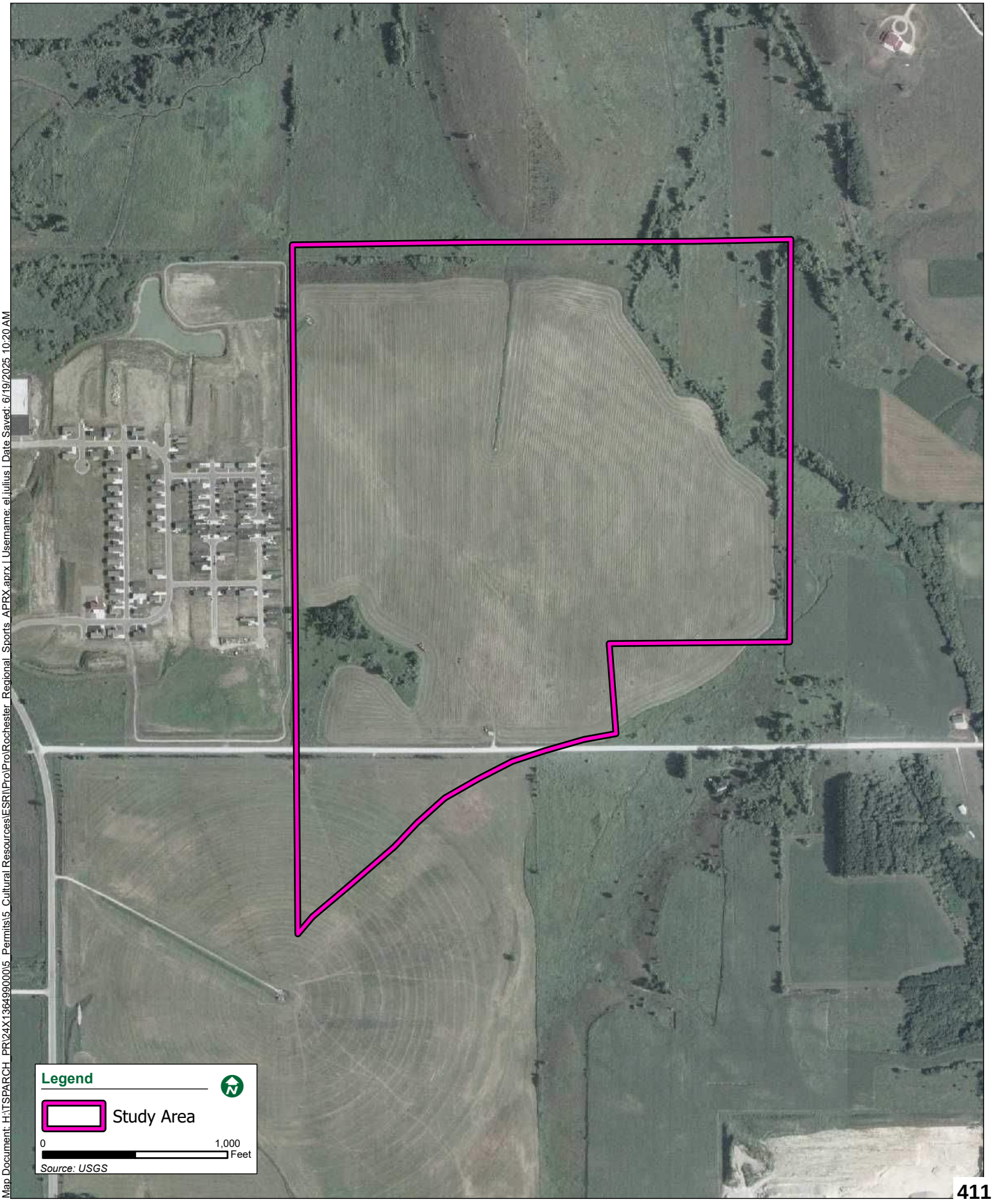


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Figure 6 - 2003 Aerial Imagery

June 2025

BOLTON & MENK



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SUMMARY & RECOMMENDATIONS

A Phase IA cultural resources literature review was conducted by the Bolton & Menk, Inc. cultural resources team in June 2025 for the Rochester Sports & Recreation Complex project in Rochester, Olmsted County, Minnesota. This literature review identified six previously completed archaeological surveys and three previously identified archaeological sites within 1 mile of the Study Area. Additionally, one previously inventoried historic property was identified within 0.50 miles of the Study Area. None of the previously identified sites, surveys, or historic resources overlap with the Study Area.

A review of historic land use within the project area indicates that the area has remained primarily agricultural. Past ground disturbance within this area appears to have therefore been limited to agricultural plowing and the development of adjacent transportation infrastructure. Due to this lack of significant previous disturbance beyond agricultural tilling, there remains potential for intact archaeological deposits to remain within the project area.

Therefore, based on an off-site review, Bolton & Menk, Inc. recommends ***Phase I archaeological survey*** for the proposed project to determine whether significant cultural resources exist within the project area and, if so, to determine the extent of potential impacts to said resources.

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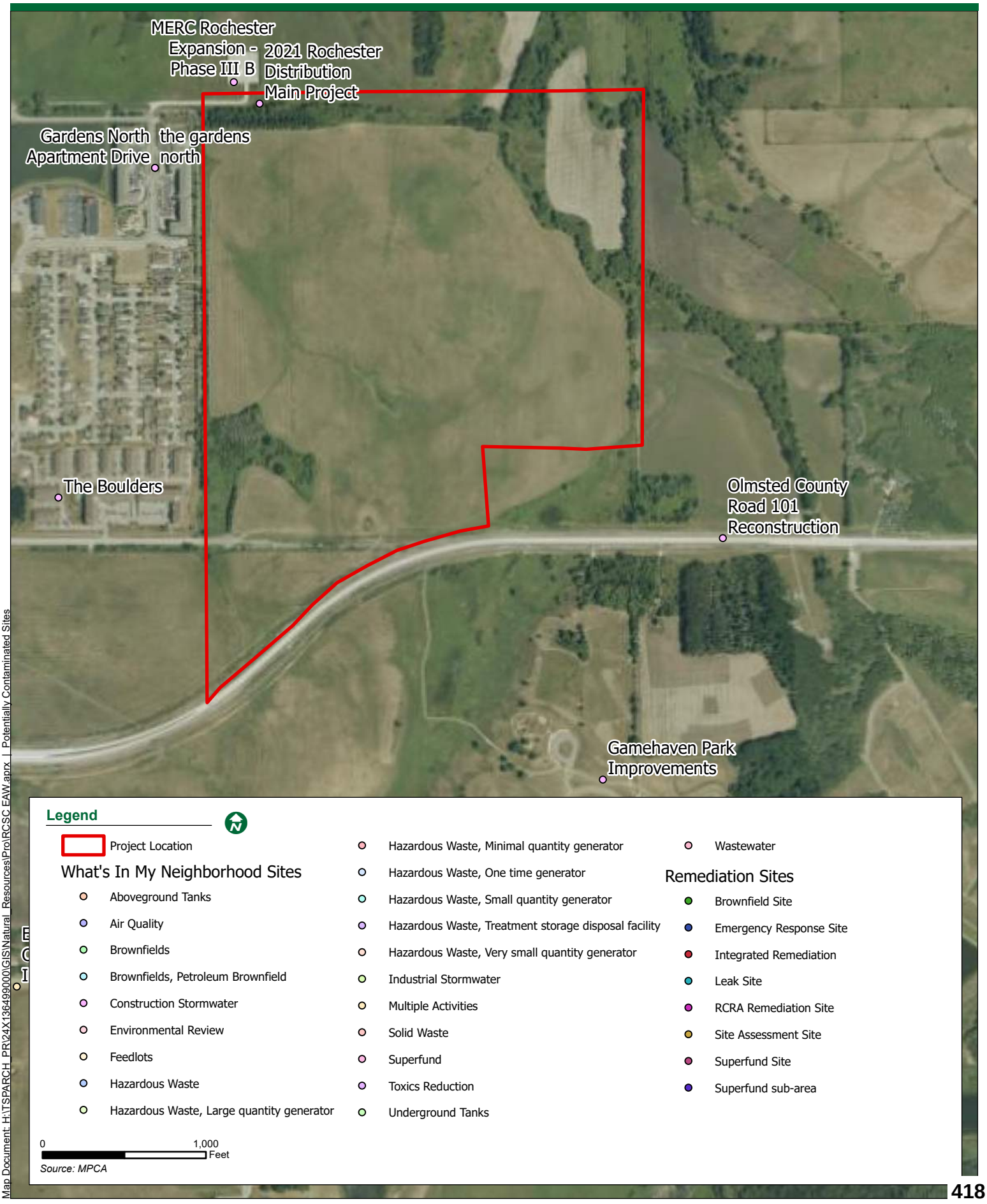
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Appendix D: Contamination and Hazards



Map Document: H:\TSPARCH_PR\24X136499000\GIS\Natural_Resources\Pro\RCSC EAW.aprx | Potentially Contaminated Sites

MINNESOTA POLLUTION CONTROL AGENCY

Rochester Motor Cars

Site ID	TS0123567
Location	31 Rockport Lane SE Rochester, MN 55904 Olmsted County
Tank Count	1 tanks are (or were) located at this site.



lat/long: 43.9609543,-92.4622663

Tank number	Install date	Registration date	Tank capacity	Tank status	Stored product	Above or underground
001	08/11/2004	10/06/2004	1000	Active	Used or waste oil	Underground

For further information on aboveground or underground storage tank systems, please visit MPCA's storage tank program page or publications page.

MINNESOTA POLLUTION CONTROL AGENCY

Java Detour/Former Gas Station

Site ID	LS0017886
Site type	Leak Site
Location	306 12th St SE Rochester, MN 55904 Olmsted County
Release discovered	08/17/2009
Release reported	02/01/2010
Site closure date	Active
Product released	Diesel Gasoline, Type Unknown
Regulatory designation	Federal
Project manager	Dworak, Artie
Hydrologist	Tusa, Rose



lat/long: 44.00672788,-92.45833566

Groundwater

Drinking water contamination	Free product observed at closure	Maximum free product thickness	Groundwater contamination	Regional groundwater flow direction
	No	.6	Yes	Unknown

Cleanup actions

There are no cleanup actions to display for this site.

Site contacts

Type	Name	Address	Start date	End date
has Responsible Party of	Belt Line Tavern	306 12th St SE Rochester, Minnesota 55904	02/01/2010	
has property owner of	Gary and Janice Mattison		02/01/2010	
has property owner of	Gary and Janice Mattison	3805 20th St SE Rochester, Minnesota 559046026	02/01/2010	
has contractor of	Wood Environment & Infrastructure Solutions Inc	800 Marquette Ave Ste 1200 Minneapolis, Minnesota 554022858	02/01/2016	

Type	Name	Address	Start date	End date
has consultant of	Wood Environment & Infrastructure Solutions Inc	800 Marquette Ave Ste 1200 Minneapolis, Minnesota 554022858	02/01/2016	
has consultant of	American Engineering Testing Inc	550 Cleveland Ave N Saint Paul, Minnesota 551141804	08/27/2013	
has consultant of	American Engineering Testing Inc	550 Cleveland Ave N Saint Paul, Minnesota 551141804	08/27/2013	02/01/2016

Treatments

There are no treatments to display for this site.

Reporting

Task	Start	End
Leak Discovered	08/17/2009	08/17/2009
Leak Reported	02/01/2010	02/01/2010
Conduct Responsible Party Search	08/27/2013	08/27/2013
Review Requested Information/Report	08/27/2013	08/27/2013
File Reviewed No Report Received	01/13/2016	01/13/2016
Referred to Fund Finance Coordinator	01/13/2016	01/13/2016
Responsible Party Determined	01/13/2016	01/13/2016
Fund Finance Approved	02/01/2016	02/01/2016
No Cost Recovery Memo Issued	03/03/2016	03/03/2016
Limited Site Investigation Reviewed	08/31/2016	10/17/2016
Monitoring Report Reviewed	06/29/2017	09/27/2017
Technical Review of Monitoring Report Completed	06/29/2017	09/27/2017
Work Plan Reviewed	02/12/2018	03/05/2018
Work Plan Reviewed	02/12/2018	03/05/2018
Technical Review of Monitoring Report Completed	10/19/2018	12/13/2018
Monitoring Report Reviewed	10/19/2018	12/28/2018
Technical Review of Monitoring Report Completed	07/12/2019	09/13/2019
Monitoring Report Reviewed	07/12/2019	09/13/2019
Technical Review of Monitoring Report Completed	12/09/2020	03/09/2021
More Work Requested	03/23/2021	03/23/2021
Monitoring Report Reviewed	12/09/2020	03/23/2021
Technical Review of Monitoring Report Completed	07/31/2023	10/13/2023
Monitoring Report Reviewed	07/31/2023	10/13/2023
Technical Review of Monitoring Report Completed	07/10/2024	09/24/2024

Task	Start	End
Monitoring Report Reviewed	07/10/2024	09/25/2024
More Work Requested	09/25/2024	09/25/2024

Field work

Notice received	Work date	Start time	Consultant	Contractor	Work type
05/16/2017	05/22/2017	07:00 AM	Amec Foster Wheeler	Thein Well Company	Exterior Temporary Soil Gas Sampling Monitoring Well Installation Monitoring Well Sampling Product Recovery Soil Borings Well Abandonment
03/07/2018	03/12/2018	08:00 AM	Amec Foster Wheeler	Thein Well Company	Exterior Temporary Soil Gas Sampling Monitoring Well Installation Monitoring Well Sampling Product Recovery Surveying Vapor Survey Well Abandonment
11/14/2018	11/15/2018	08:00 AM	Wood E&IS		Water Well Sampling
03/21/2019	03/21/2019	10:00 AM	Wood		Monitoring Well Sampling Product Recovery Vapor Survey
11/11/2019	11/13/2019	08:00 AM	Wood E&IS		Water Well Sampling
02/07/2020	02/11/2020	08:00 AM	Wood E&IS	Wood E&IS	Monitoring Well Sampling
12/06/2021	12/06/2021	11:00 AM	Wood E&IS	Traut Companies	Monitoring Well Installation Monitoring Well Sampling Product Recovery Vapor Survey
03/15/2022	03/15/2022	10:00 AM	Wood		Monitoring Well Sampling Product Recovery

Notice received	Work date	Start time	Consultant	Contractor	Work type
					Surveying Vapor Survey
06/03/2022	06/08/2022	08:00 AM	Wood E&IS		Monitoring Well Sampling
09/23/2022	09/26/2022	10:00 AM	Wood E&IS		Monitoring Well Sampling Product Recovery Vapor Survey
12/14/2023	12/19/2023	03:00 PM	WSP USA		Monitoring Well Sampling Product Recovery Vapor Survey
01/19/2024	01/24/2024	10:00 AM	WSP USA		Monitoring Well Sampling Product Recovery Vapor Survey
04/05/2024	04/08/2024	11:00 AM	WSP USA		Monitoring Well Sampling Product Recovery Receptor Survey
12/12/2024	12/17/2024	09:00 AM	WSP USA		Monitoring Well Sampling Product Recovery
02/12/2025	02/25/2025	02:00 PM	WSP USA		Monitoring Well Sampling Product Recovery Water Well Sampling
05/14/2025	05/19/2025	12:00 PM	WSP USA		Monitoring Well Sampling Product Recovery Water Well Sampling

Release details

Tank type	UST
Tank material	Unknown
Piping material	Unknown
Source of the release	Unknown
Cause of the release	Unknown
Release detection method	Unknown
Has the site ever had an E-85 tank?	Unknown

MINNESOTA POLLUTION CONTROL AGENCY

Jeff's Little Store

Site ID	LS0020210
Site type	Leak Site
Location	5395 Highway 52 S Rochester, MN 55904 Olmsted County
Release discovered	08/31/2016
Release reported	09/01/2016
Site closure date	Active
Product released	Diesel Gasoline
Regulatory designation	Federal
Project manager	Allen, Luis
Hydrologist	Sykora, Candace A



lat/long: 43.94377268,-92.35115672

Groundwater

Drinking water contamination	Free product observed at closure	Maximum free product thickness	Groundwater contamination	Regional groundwater flow direction
No	Unknown	Unknown	Yes	North-Northwest

Cleanup actions

Type	Quantity
Excavation	568 cubic yards

Site contacts

Type	Name	Address	Start date	End date
has Responsible Party of	Jeff Bagniewski	5395 Highway 52 S Rochester, Minnesota 559046326	09/01/2016	
has Responsible Party of	Jeffs Little Store	5395 Highway 52 S Rochester, Minnesota 559046326	09/01/2016	
has EDS Responsible Official of	Jeff Bagniewski	5395 Highway 52 S Rochester, Minnesota 559046326	09/01/2016	
has EDS Responsible Official of	Jeffs Little Store	5395 Highway 52 S Rochester, Minnesota 559046326	09/01/2016	
has consultant	Millsop Associates	35797 Dolney Lake Rd Crosby,	05/03/2019	

Type	Name	Address	Start date	End date
of	Inc	Minnesota 564412417		
has consultant of	Thatcher Engineering Inc	6201 Creek Valley Rd Edina, Minnesota 554391116	09/01/2016	05/03/2019

Treatments

Treatment type	Completed date	Soil volume (tons)	Soil volume (cubic yards)	Disposal facility
MSW Landfill	11/17/2022		568	SKB Lansing Landfill

Reporting

Task	Start	End
Leak Discovered	08/31/2016	08/31/2016
Leak Reported	09/01/2016	09/01/2016
Responsible Party Determined	09/15/2016	09/15/2016
Standard Letter Issued	09/19/2016	09/20/2016
Technical Review of Limited Site Investigation Report Completed	11/01/2017	11/29/2017
Limited Site Investigation Reviewed	11/01/2017	11/30/2017
More Work Requested	11/30/2017	12/04/2017
Commissioner's Site Report Review Request Completed	12/27/2017	01/03/2018
Commissioner's Site Report Request Processed	01/03/2018	01/09/2018
Technical Review of Limited Site Investigation Report Completed	07/12/2018	10/22/2018
Limited Site Investigation Reviewed	07/12/2018	10/24/2018
More Work Requested	10/22/2018	10/25/2018
Referred to MPCA Site Assessment Program	10/23/2018	10/30/2018
Wakeup Request Issued	05/01/2019	05/03/2019
Technical Review of Monitoring Report Completed	03/02/2020	06/02/2020
Monitoring Report Reviewed	03/02/2020	06/02/2020
More Work Requested	06/02/2020	06/03/2020
Technical Review of Monitoring Report Completed	06/16/2022	08/05/2022
Monitoring Report Reviewed	06/16/2022	08/08/2022
More Work Requested	08/08/2022	08/08/2022
Technical Review of Corrective Action Excavation Report Completed	01/17/2023	02/17/2023
Corrective Action Excavation Report Reviewed	01/17/2023	02/21/2023
Technical Review of Monitoring Report Completed	04/26/2023	06/20/2023

Task	Start	End
Monitoring Report Reviewed	04/26/2023	06/20/2023
More Work Requested	06/20/2023	06/21/2023
Technical Review of Monitoring Report Completed	05/22/2024	08/27/2024
Monitoring Report Reviewed	05/22/2024	09/05/2024
More Work Requested	09/05/2024	09/05/2024
Monitoring Report Reviewed	03/18/2025	03/18/2025

Field work

Notice received	Work date	Start time	Consultant	Contractor	Work type
07/21/2019	07/22/2019	10:00 AM	mai		Monitoring Well Installation Monitoring Well Sampling
10/30/2019	10/31/2019	08:00 AM	mai		Monitoring Well Sampling
05/10/2021	05/12/2021	01:30 PM	millsop		Monitoring Well Sampling
09/22/2021	09/22/2021	10:30 AM	millsop		Monitoring Well Sampling Surface Soil Assessment
06/13/2022	12/17/2021	01:00 PM	millsop associates inc.		Monitoring Well Sampling
04/11/2022	04/11/2022	12:00 PM	millsop associates, inc.		Monitoring Well Sampling
07/26/2022	07/27/2022	11:30 AM	millsop associates inc.		Monitoring Well Sampling
10/31/2022	10/31/2022	09:00 AM	millsop associates inc.		Monitoring Well Sampling
01/20/2023	01/23/2023	10:00 AM	millsop assoc inc		Monitoring Well Sampling
04/07/2023	04/07/2023	09:30 AM	millsop associates inc		Monitoring Well Sampling
04/12/2023	04/12/2023	09:30 AM	millsop assoc inc		Monitoring Well Sampling
05/20/2024	10/31/2023	10:00 AM	millsop associates inc		Monitoring Well Sampling
01/03/2024	01/03/2024	09:30 AM	millsop associates inc		Monitoring Well Sampling Soil Borings

Notice received	Work date	Start time	Consultant	Contractor	Work type
04/17/2024	04/17/2024	11:00 AM	millsop associates inc		Monitoring Well Sampling
07/18/2024	07/19/2024	11:00 AM	millsop associates inc.		Monitoring Well Sampling
10/30/2024	10/31/2024	09:00 AM	millsop associates inc		Monitoring Well Sampling Soil Borings
02/14/2025	02/14/2025	11:00 AM	millsop associates inc		Monitoring Well Sampling
06/19/2025	06/20/2025	01:00 PM	millsop associates inc		Monitoring Well Sampling

Release details

Tank type	UST
Tank material	Steel
Piping material	Steel
Source of the release	Dispenser
Cause of the release	Unknown
Release detection method	Removal
Has the site ever had an E-85 tank?	Yes

MINNESOTA POLLUTION CONTROL AGENCY

Kwik Trip #357

Site ID	LS0022388
Site type	Leak Site
Location	1221 Marion Rd SE Rochester, MN 55904 Olmsted County
Release discovered	03/11/2025
Release reported	03/11/2025
Site closure date	Active
Product released	Diesel Gasoline
Regulatory designation	Federal
Project manager	Mikkelson, Marcell



lat/long: 44.00750102,-92.44157261

Cleanup actions

There are no cleanup actions to display for this site.

Site contacts

Type	Name	Address	Start date	End date
has Responsible Party of	Kwik Trip Inc	PO Box 2107 La Crosse, Wisconsin 546022107	03/11/2025	
has Responsible Party of	Kevin Nestingen	PO Box 2107 La Crosse, Wisconsin 546022107	03/11/2025	
has property owner of	Kwik Trip Inc	PO Box 2107 La Crosse, Wisconsin 546022107	03/11/2025	

Treatments

There are no treatments to display for this site.

Reporting

Task	Start	End
Leak Discovered	03/11/2025	03/11/2025
Leak Reported	03/11/2025	03/11/2025
Standard Letter Issued	03/31/2025	03/31/2025
Responsible Party Determined	03/31/2025	03/31/2025

Field work

There are no field work events to display for this site.

Release details

Tank type	UST
Tank material	Unknown
Piping material	Plastic (PVC, Flexible Plastic, etc.)
Source of the release	Dispenser, Piping
Cause of the release	Unknown
Release detection method	Removal
Has the site ever had an E-85 tank?	No

Minnesota Unique Well Number

501769

County Olmsted
Quad Simpson
Quad ID 28B

MINNESOTA DEPARTMENT OF HEALTH
WELL AND BORING REPORT
Minnesota Statutes Chapter 1031

Entry Date 01/25/1993
Update Date 09/05/2020
Received Date

Well Name	Township	Range	Dir	Section	Subsection
MW-2	106	14	W	25	CBBBBA

Elevation 1077 **Elev. Method** CALC FROM 2-FOOT COUNTY DEM

Address

Stratigraphy Information

Geological Material	From	To (ft.)	Color	Hardness
TOP SOIL	0	4		
WEATHERED SOIL OR	4	9		
TILL OR ALLUVIUM	9	14		
TILL	14	18		
FINE ALLUVIUM	18	23		
TILL	23	31		
WEATHERED ROCK	31	32		

Remarks

GEC GLIENT-GERAGHTY + MILLER 2740 SKI LANE STE 102 MADISON WI 53713.

N/A - NOT AVAILABLE/APPLICABLE. GEC JOB NO 89-706.

TODD UDVIG.

SEALED 09-23-2003 BY 23474

Well Depth 32 ft. **Depth Completed** 31 ft. **Date Well Completed** 11/09/1989

Drill Method Bucket Auger **Drill Fluid**

Use monitor well **Status** Sealed

Well Hydrofractured? **Yes** ☐ **No** ☐ **From** **To**

Casing Type Single casing **Joint**
Drive Shoe? **Yes** ☐ **No** ☒ **Above/Below** 2.5 ft.

Casing Diameter	Weight	Hole Diameter
2 in. To 21 ft.	lbs./ft.	8 in. To 0 ft.

Open Hole From ft. To ft.

Screen? ☒ **Type** plastic **Make** JOHNSON

Diameter	Slot/Gauze	Length	Set	
2 in.	10	10 ft.	21 ft.	31 ft.

Static Water Level
29.5 ft. land surface Measure 11/08/1989

Pumping Level (below land surface)

Wellhead Completion
Pitless adapter manufacturer Model
☐ Casing Protection ☒ 12 in. above grade
☐ At-grade (Environmental Wells and Borings ONLY)

Grouting Information Well Grouted? ☒ Yes ☐ No ☐ Not Specified

Material	Amount	From	To
other	0	0 ft.	2 ft.
neat cement	0	2 ft.	18 ft.

Nearest Known Source of Contamination
feet Direction Type
Well disinfected upon completion? ☐ Yes ☐ No

Pump ☒ Not Installed Date Installed
Manufacturer's name
Model Number HP 0 Volt
Length of drop pipe ft Capacity g.p. Typ

Abandoned
Does property have any not in use and not sealed well(s)? ☐ Yes ☐ No

Variance
Was a variance granted from the MDH for this well? ☐ Yes ☐ No

Miscellaneous
First Bedrock Platteville Formation Aquifer Quat. Water
Last Strat Platteville Formation Depth to Bedrock 32 ft
Located by Minnesota Geological Survey
Locate Method Digitization (Screen) - Map (1:24,000) (15 meters or
System UTM - NAD83, Zone 15, Meters X 543493 Y 4867170
Unique Number Verification Address verification Input Date 11/01/2000

Angled Drill Hole

Well Contractor
Braun Eng Testing M0016 DOLAN, V.
Licensee Business Lic. or Reg. No. Name of Driller

Minnesota Unique Well Number

623359

County Olmsted
Quad Simpson
Quad ID 28B

MINNESOTA DEPARTMENT OF HEALTH

WELL AND BORING REPORT

Minnesota Statutes Chapter 1031

Entry Date 03/19/1999
Update Date 12/18/2019
Received Date 01/27/1999

Well Name	Township	Range	Dir	Section	Subsection
MW-6S	106	14	W	25	ABDDDA

Elevation 1066 **Elev. Method** CALC FROM 2-FOOT COUNTY DEM

Address

Well 101 CH ROCHESTER MN 55906

Stratigraphy Information

Geological Material	From	To (ft.)	Color	Hardness
TOP SOIL	0	1		MEDIUM
SILTY CLAY	1	5		MEDIUM
SILTY SAND	5	12		MEDIUM
SILTY CLAY	12	19		MEDIUM
SILTY CLAY	19	22		MEDIUM

Remarks

SEALED 07-02-2019 BY 2641

Well Depth 22 ft. **Depth Completed** 21 ft. **Date Well Completed** 01/12/1999

Drill Method Auger (non-specified) **Drill Fluid**

Use monitor well **Status** Sealed

Well Hydrofractured? Yes ☐ No ☐ **From** **To**

Casing Type Single casing **Joint** Threaded

Drive Shoe? Yes ☐ No ☒ **Above/Below**

Casing Diameter	Weight	Hole Diameter
2 in. To 11 ft.	lbs./ft.	7.7 in. To 22 ft.

Open Hole From ft. To ft.

Screen? ☒ **Type** plastic **Make** JOHNSON

Diameter	Slot/Gauze	Length	Set
2 in.	10	15 ft.	6 ft. 21 ft.

Static Water Level

15 ft. land surface Measure 01/12/1999

Pumping Level (below land surface)

Wellhead Completion

Pitless adapter manufacturer Model

☒ Casing Protection ☒ 12 in. above grade

☐ At-grade (Environmental Wells and Borings ONLY)

Grouting Information Well Grouted? ☒ Yes ☐ No ☐ Not Specified

Material	Amount	From	To
neat cement	1 Sacks	0 ft.	4 ft.

Nearest Known Source of Contamination

feet Direction Type

Well disinfected upon completion? ☐ Yes ☒ No

Pump ☒ Not Installed Date Installed

Manufacturer's name

Model Number HP Volt

Length of drop pipe ft Capacity g.p. Typ

Abandoned

Does property have any not in use and not sealed well(s)? ☐ Yes ☒ No

Variance

Was a variance granted from the MDH for this well? ☐ Yes ☒ No

Miscellaneous

First Bedrock Aquifer Quat. Water

Last Strat silt+clay Depth to Bedrock ft

Located by Minnesota Department of Health

Locate Method Digitization (Screen) - Map (1:12,000) (>15 meters)

System UTM - NAD83, Zone 15, Meters X 544636 Y 4867641

Unique Number Verification Site Plan Input Date 05/06/2005

Angled Drill Hole

Well Contractor

Boart Longyear	49653	WILBER, E.
Licensee Business	Lic. or Reg. No.	Name of Driller

Minnesota Unique Well Number

692905

County Olmsted
Quad Simpson
Quad ID 28B

MINNESOTA DEPARTMENT OF HEALTH

WELL AND BORING REPORT

Minnesota Statutes Chapter 1031

Entry Date
Update Date 10/16/2019
Received Date 06/22/2003

Well Name	Township	Range	Dir	Section	Subsection
MW-9S	106	14	W	25	CBBBAC

Elevation 1074.1 **Elev. Method** Surveyed

Address

Well 101 CR ROCHESTER MN 55904

Stratigraphy Information

Geological Material	From	To (ft.)	Color	Hardness
SAND	0	7	BLACK	MEDIUM
CLAY	7	16	BROWN	MEDIUM
CLAY	16	25	GRAY	MEDIUM
CLAY	25	33	GRAY	MEDIUM
SHALE	33	33		HARD

Remarks

SEALED 08-15-2019 BY 241

Well Depth 33 ft. **Depth Completed** 32 ft. **Date Well Completed** 05/19/2003

Drill Method Auger (non-specified) **Drill Fluid**

Use monitor well **Status** Sealed

Well Hydrofractured? Yes ☐ No ☒ **From** **To**

Casing Type Single casing **Joint** Threaded

Drive Shoe? Yes ☐ No ☒ **Above/Below**

Casing Diameter	Weight	Hole Diameter
2 in. To 15 ft.	lbs./ft.	8 in. To 32 ft.

Open Hole From ft. To ft.

Screen? ☒ **Type** plastic **Make** JOHNSON

Diameter	Slot/Gauze	Length	Set
2 in.	10	15 ft.	17 ft. 32 ft.

Static Water Level

26.3 ft. land surface Measure 05/19/2003

Pumping Level (below land surface)

Wellhead Completion

Pitless adapter manufacturer Model

☒ Casing Protection ☐ 12 in. above grade

☐ At-grade (Environmental Wells and Borings ONLY)

Grouting Information Well Grouted? ☒ Yes ☐ No ☐ Not Specified

Material	Amount	From	To
neat cement	3 Sacks	0 ft.	8 ft.

Nearest Known Source of Contamination

feet Direction Type

Well disinfected upon completion? ☐ Yes ☒ No

Pump ☒ Not Installed Date Installed

Manufacturer's name

Model Number HP Volt

Length of drop pipe ft Capacity g.p. Typ

Abandoned

Does property have any not in use and not sealed well(s)? ☐ Yes ☒ No

Variance

Was a variance granted from the MDH for this well? ☐ Yes ☒ No

Miscellaneous

First Bedrock Glenwood Formation Aquifer Quat. Water

Last Strat Glenwood Formation Depth to Bedrock 33 ft

Located by Minnesota Geological Survey

Locate Method Digitization (Screen) - Map (1:24,000) (15 meters or

System UTM - NAD83, Zone 15, Meters X 543504 Y 4867164

Unique Number Verification Input Date 02/09/2009

Angled Drill Hole

Well Contractor

Boart Longyear	49653	SMEDFELDT, T.
Licensee Business	Lic. or Reg. No.	Name of Driller

Appendix E: Climate and Greenhouse Gas Analysis

Exhibit 1.

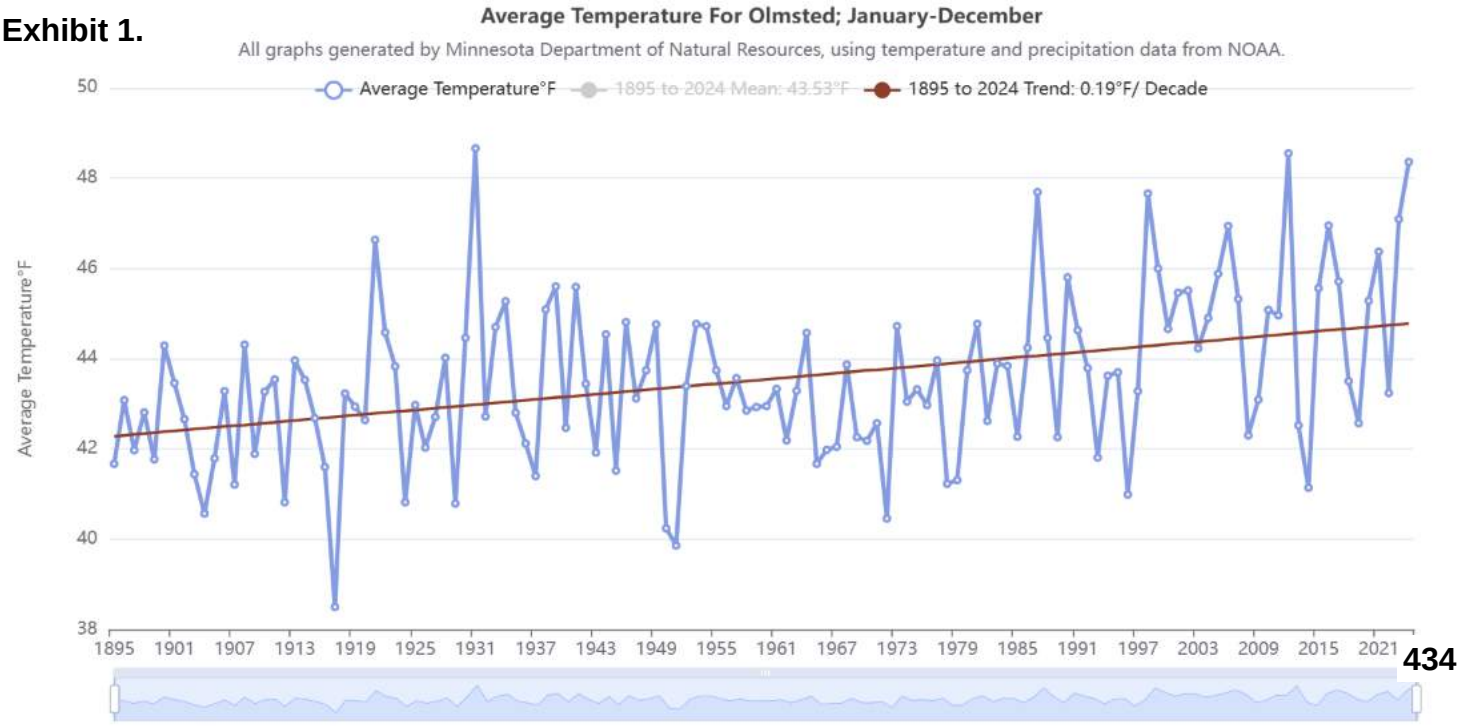

Average Temperature For Olmsted; January-December
All graphs generated by Minnesota Department of Natural Resources, using temperature and precipitation data from NOAA.
Average Temperature°F
1895 to 2024 Mean: 43.53°F
1895 to 2024 Trend: 0.19°F/ Decade
Average Temperature°F
50
48
46
44
42
40
38
1895
1901
1907
1913
1919
1925
1931
1937
1943
1949
1955
1961
1967
1973
1979
1985
1991
1997
2003
2009
2015
2021

Exhibit 2.

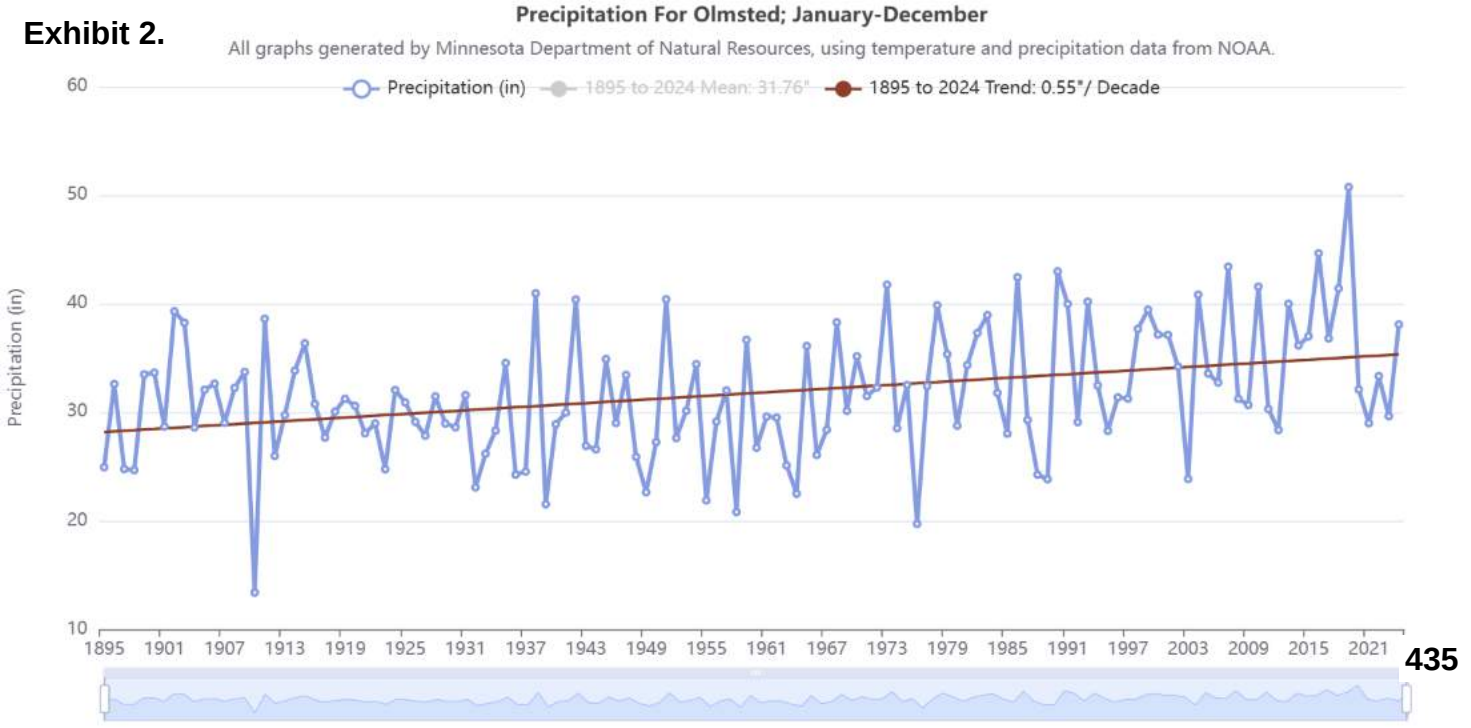

Precipitation For Olmsted; January-December
All graphs generated by Minnesota Department of Natural Resources, using temperature and precipitation data from NOAA.
Precipitation (in)
1895 to 2024 Mean: 31.76"
1895 to 2024 Trend: 0.55"/ Decade
Precipitation (in)
60
50
40
30
20
10
1895 1901 1907 1913 1919 1925 1931 1937 1943 1949 1955 1961 1967 1973 1979 1985 1991 1997 2003 2009 2015 2021

Exhibit 3.

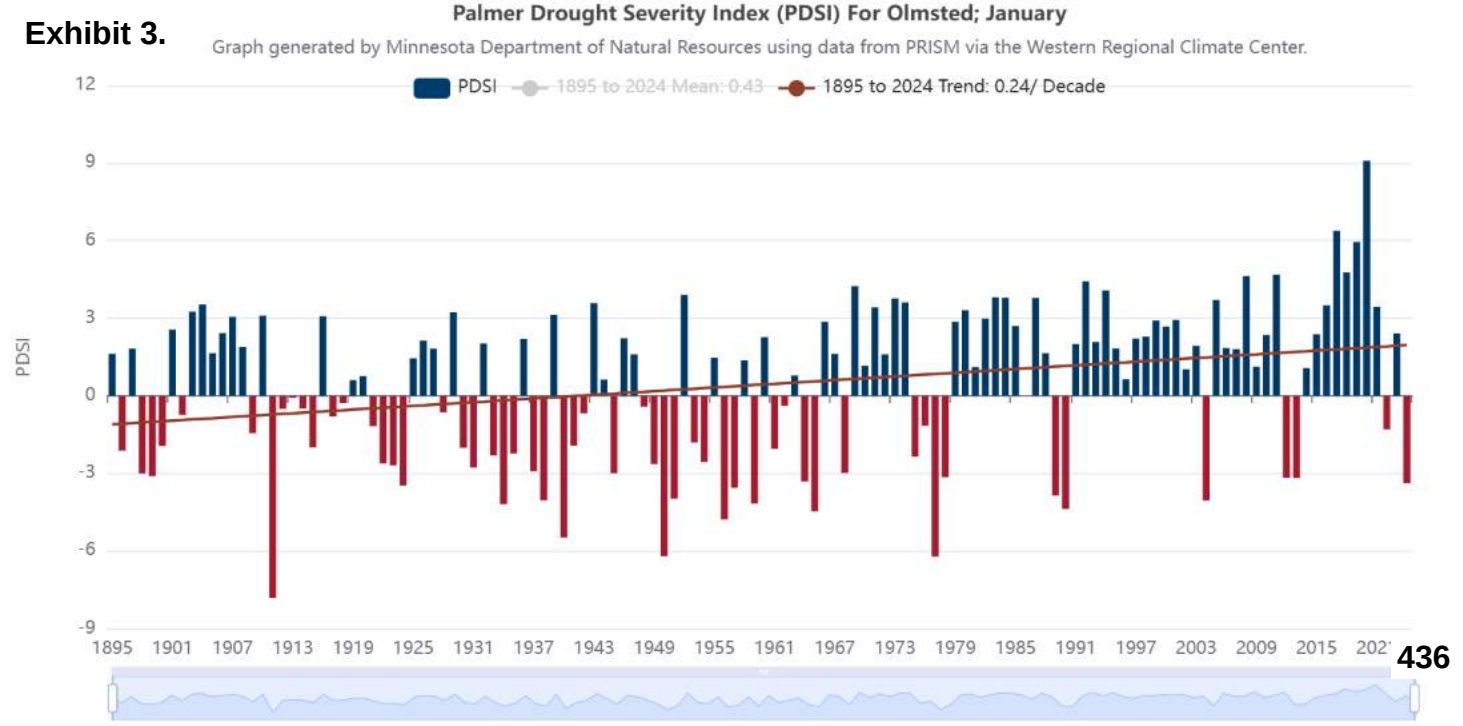

Palmer Drought Severity Index (PDSI) For Olmsted; January
Graph generated by Minnesota Department of Natural Resources using data from PRISM via the Western Regional Climate Center.
PDSI
1895 to 2024 Mean: 0.43
1895 to 2024 Trend: 0.24/ Decade
PDSI
12
9
6
3
0
-3
-6
-9
1895
1901
1907
1913
1919
1925
1931
1937
1943
1949
1955
1961
1967
1973
1979
1985
1991
1997
2003
2009
2015

Exhibit 4.

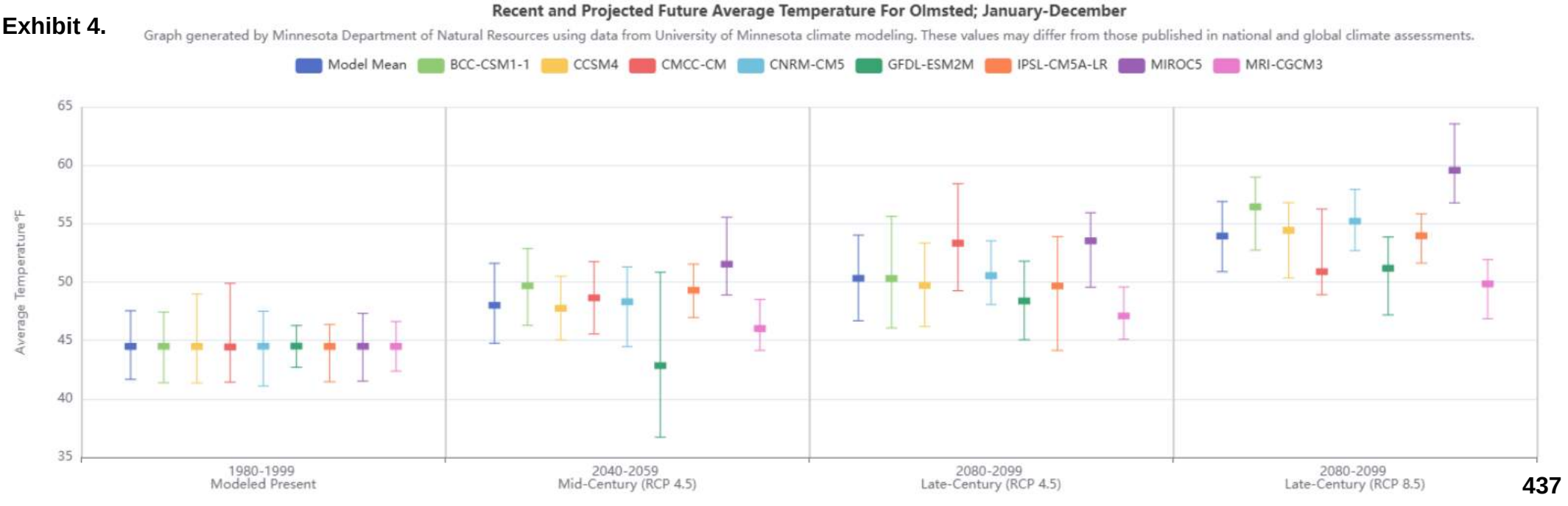
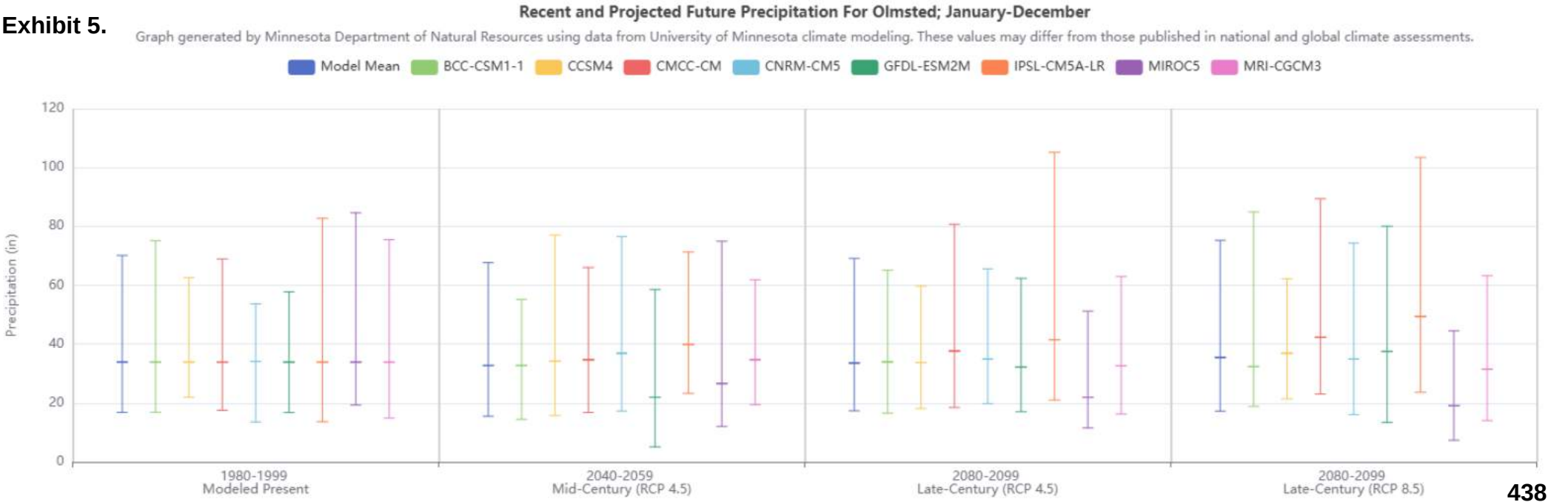

Recent and Projected Future Average Temperature For Olmsted; January-December
Graph generated by Minnesota Department of Natural Resources using data from University of Minnesota climate modeling. These values may differ from those published in national and global climate assessments.
Model Mean
BCC-CSM1-1
CCSM4
CMCC-CM
CNRM-CM5
GFDL-ESM2M
IPSL-CM5A-LR
MIROC5
MRI-CGCM3
Average Temperature °F
65
60
55
50
45
40
35
1980-1999
Modeled Present
2040-2059
Mid-Century (RCP 4.5)
2080-2099
Late-Century (RCP 4.5)
2080-2099
Late-Century (RCP 8.5)

Exhibit 5.


Recent and Projected Future Precipitation For Olmsted; January-December
Graph generated by Minnesota Department of Natural Resources using data from University of Minnesota climate modeling. These values may differ from those published in national and global climate assessments.
Model Mean
BCC-CSM1-1
CCSM4
CMCC-CM
CNRM-CM5
GFDL-ESM2M
IPSL-CM5A-LR
MIROC5
MRI-CGCM3
Precipitation (in)
120
100
80
60
40
20
0
1980-1999
Modeled Present
2040-2059
Mid-Century (RCP 4.5)
2080-2099
Late-Century (RCP 4.5)
2080-2099
Late-Century (RCP 8.5)

National Risk Index

June 11, 2025

Olmsted County, Minnesota

Summary

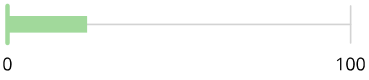
Risk Index is **Relatively Low** Score **80.4**



Expected Annual Loss is **Relatively Low** Score **82.1**



Social Vulnerability is **Relatively Low** Score **24.0**



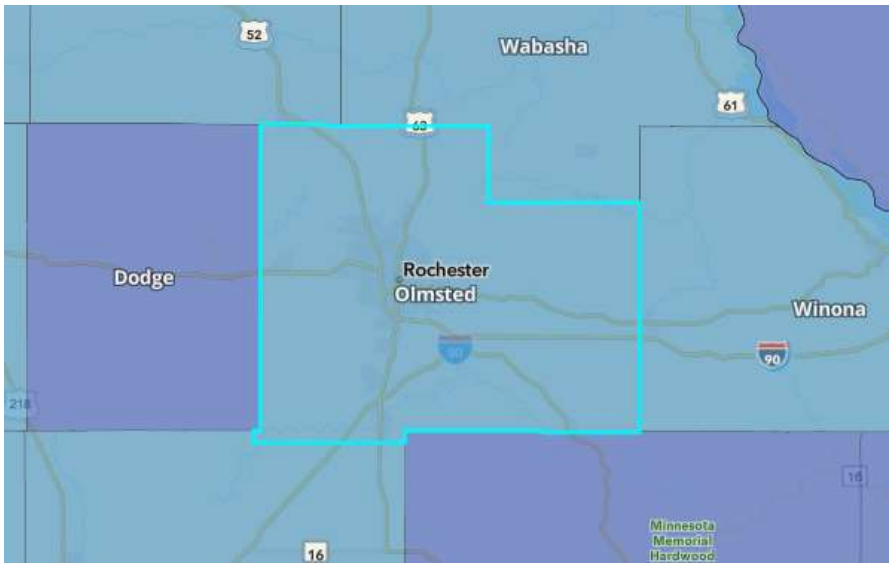
Community Resilience is **Very High** Score **99.3**

While reviewing this report, keep in mind that low risk is driven by lower loss due to natural hazards, lower social vulnerability, and higher community resilience.

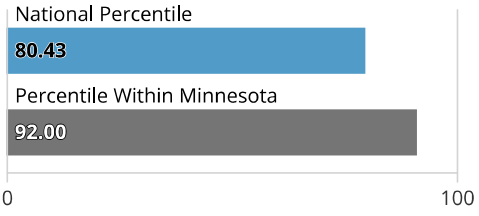
For more information about the National Risk Index, its data, and how to interpret the information it provides, please review the **About the National Risk Index** and **How to Take Action** sections at the end of this report. Or, visit the National Risk Index website at hazards.fema.gov/nri/learn-more to access supporting documentation and links.

Risk Index

The Risk Index rating is **Relatively Low** for **Olmsted County, MN** when compared to the rest of the U.S.



Score **80.43**



80% of U.S. counties have a lower Risk Index

92% of counties in Minnesota have a lower Risk Index

Risk Index Legend

Very High | Relatively High | Relatively Moderate | Relatively Low | Very Low

No Rating | Not Applicable | Insufficient Data

Hazard Type Risk Index

Hazard type Risk Index scores are calculated using data for only a single hazard type, and reflect a community's Expected Annual Loss value, community risk factors, and the adjustment factor used to calculate the risk value.

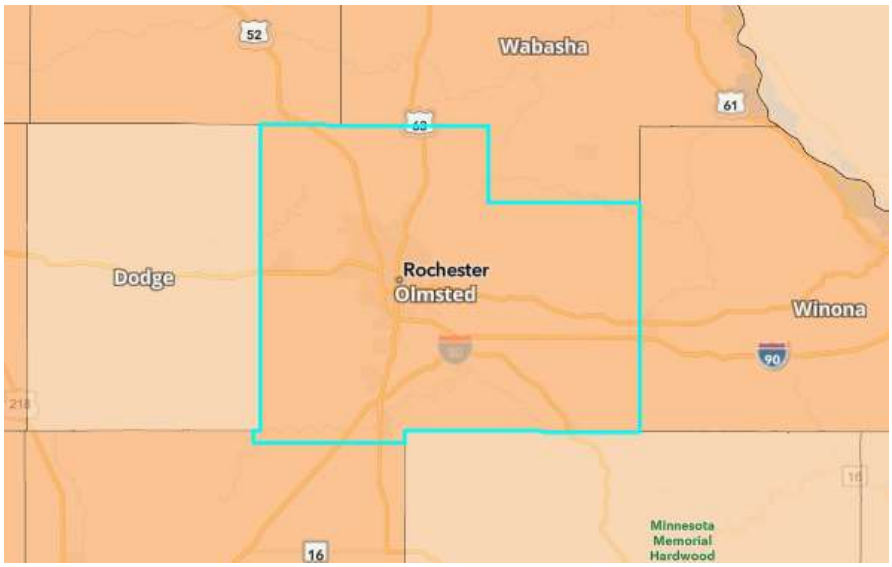
Hazard Type	Risk Index Rating	Risk Index Score	National Percentile
Avalanche	Not Applicable	--	
Coastal Flooding	Not Applicable	--	
Cold Wave	Relatively High	95.1	0 100
Drought	Relatively Low	77.3	0 100
Earthquake	Very Low	29.1	0 100
Hail	Relatively Moderate	94.9	0 100
Heat Wave	Relatively Moderate	81.6	0 100
Hurricane	Not Applicable	--	
Ice Storm	Relatively Low	52.1	0 100
Landslide	Relatively Moderate	80.6	0 100
Lightning	Relatively Moderate	79.8	0 100
Riverine Flooding	Relatively Moderate	85.7	0 100
Strong Wind	Relatively Moderate	73.3	0 100
Tornado	Relatively High	94.4	0 100
Tsunami	Not Applicable	--	
Volcanic Activity	Not Applicable	--	
Wildfire	Very Low	51.8	0 100
Winter Weather	Relatively High	96.6	0 100

Risk Factor Breakdown

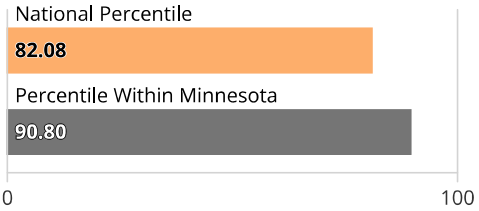
Hazard Type	EAL Value	Social Vulnerability	Community Resilience	CRF	Risk Value	Risk Index Score
Tornado	$11,569,388	Relatively Low	Very High	0.98	$11,367,987	94.4
Riverine Flooding	$2,603,871	Relatively Low	Very High	0.98	$2,601,933	85.7
Hail	$2,170,421	Relatively Low	Very High	0.98	$2,114,579	94.9
Cold Wave	$1,394,417	Relatively Low	Very High	0.98	$1,363,245	95.1
Winter Weather	$926,852	Relatively Low	Very High	0.98	$917,327	96.6
Strong Wind	$815,499	Relatively Low	Very High	0.98	$788,696	73.3
Heat Wave	$609,327	Relatively Low	Very High	0.98	$602,028	81.6
Lightning	$331,669	Relatively Low	Very High	0.98	$327,196	79.8
Drought	$274,885	Relatively Low	Very High	0.98	$227,632	77.3
Landslide	$122,400	Relatively Low	Very High	0.98	$118,710	80.6
Ice Storm	$74,648	Relatively Low	Very High	0.98	$73,658	52.1
Wildfire	$52,212	Relatively Low	Very High	0.98	$45,763	51.8
Earthquake	$33,772	Relatively Low	Very High	0.98	$35,152	29.1
Avalanche	--	Relatively Low	Very High	0.98	--	--
Coastal Flooding	--	Relatively Low	Very High	0.98	--	--
Hurricane	--	Relatively Low	Very High	0.98	--	--
Tsunami	--	Relatively Low	Very High	0.98	--	--
Volcanic Activity	--	Relatively Low	Very High	0.98	--	--

Expected Annual Loss

In **Olmsted County, MN**, expected loss each year due to natural hazards is **Relatively Low** when compared to the rest of the U.S.



Score	82.08



82% of U.S. counties have a lower Expected Annual Loss

91% of counties in Minnesota have a lower Expected Annual Loss

Expected Annual Loss Legend

Very High | Relatively High | Relatively Moderate | Relatively Low | Very Low

No Expected Annual Losses | Not Applicable | Insufficient Data

Composite Expected Annual Loss	**$20,979,360.91**
Composite Expected Annual Loss Rate National Percentile	**24.5**

Building EAL	**$11,283,694.01**	Population EAL	**0.78** fatalities
Building EAL Rate	**$1 per $3.29K of building value**	Population EAL Rate	**1 per 207.75K people**
Agriculture EAL	**$622,915.07**	Population Equivalence EAL	**$9,072,751.83**
Agriculture EAL Rate	**$1 per $394.83 of agriculture value**		

Expected Annual Loss for Hazard Types

Expected Annual Loss scores for hazard types are calculated using data for only a single hazard type, and reflect a community's relative expected annual loss for only that hazard type.

13 of 18 hazard types contribute to the expected annual loss for **Olmsted County, MN**.

Hazard Type	Expected Annual Loss Rating	EAL Value	Score
Tornado	Relatively High	$11,569,388	95.4
Riverine Flooding	Relatively Moderate	$2,603,872	87.2

Hazard Type	Expected Annual Loss Rating	EAL Value	Score
Hail	Relatively High	$2,170,421	95.6
Cold Wave	Relatively High	$1,394,417	95.8
Winter Weather	Very High	$926,852	97.2
Strong Wind	Relatively Moderate	$815,499	78.8
Heat Wave	Relatively Moderate	$609,327	85.0
Lightning	Relatively Moderate	$331,669	82.6
Drought	Relatively Low	$274,885	81.6
Landslide	Relatively Moderate	$122,400	86.3
Ice Storm	Relatively Low	$74,648	55.1
Wildfire	Very Low	$52,212	55.1
Earthquake	Very Low	$33,772	30.1
Avalanche	Not Applicable	--	--
Coastal Flooding	Not Applicable	--	--
Hurricane	Not Applicable	--	--
Tsunami	Not Applicable	--	--
Volcanic Activity	Not Applicable	--	--

Expected Annual Loss Values

Hazard Type	Total	Building Value	Population Equivalence	Population	Agriculture Value
Avalanche	--	--	--	--	--
Coastal Flooding	--	--	--	--	--
Cold Wave	$1,394,417	$8,496	$1,265,922	0.11	$119,999
Drought	$274,885	n/a	n/a	n/a	$274,885
Earthquake	$33,772	$26,104	$7,668	0.00	n/a
Hail	$2,170,421	$1,937,777	$166,859	0.01	$65,785
Heat Wave	$609,327	$2,005	$595,549	0.05	$11,773
Hurricane	--	--	--	--	--
Ice Storm	$74,648	$17,733	$56,916	0.00	n/a
Landslide	$122,400	$105,000	$17,400	0.00	n/a
Lightning	$331,669	$168,837	$162,832	0.01	n/a
Riverine Flooding	$2,603,871	$2,261,322	$261,474	0.02	$81,075

Hazard Type	Total	Building Value	Population Equivalence	Population	Agriculture Value
Strong Wind	$815,499	$742,461	$12,474	0.00	$60,565
Tornado	$11,569,388	$5,881,346	$5,681,148	0.49	$6,894
Tsunami	--	--	--	--	--
Volcanic Activity	--	--	--	--	--
Wildfire	$52,212	$45,220	$6,992	0.00	$0
Winter Weather	$926,852	$87,394	$837,519	0.07	$1,939

Exposure Values

Hazard Type	Total	Building Value	Population Equivalence	Population	Agriculture Value
Avalanche	--	--	--	--	--
Coastal Flooding	--	--	--	--	--
Cold Wave	$1,922,290,969,910	$37,172,621,897	$1,884,872,400,000	162,489.00	$245,948,013
Drought	$138,011,805	n/a	n/a	n/a	$138,011,805
Earthquake	$1,926,197,409,000	$37,172,209,000	$1,889,025,200,000	162,847.00	n/a
Hail	$1,922,290,969,910	$37,172,621,897	$1,884,872,400,000	162,489.00	$245,948,013
Heat Wave	$1,922,290,969,910	$37,172,621,897	$1,884,872,400,000	162,489.00	$245,948,013
Hurricane	--	--	--	--	--
Ice Storm	$1,921,508,881,603	$37,167,063,279	$1,884,341,818,324	162,443.26	n/a
Landslide	$787,488,035,935	$16,461,181,634	$771,026,854,301	66,467.83	n/a
Lightning	$1,922,045,021,897	$37,172,621,897	$1,884,872,400,000	162,489.00	n/a
Riverine Flooding	$18,103,354,867	$494,462,815	$17,604,574,534	1,517.64	$4,317,518
Strong Wind	$1,922,290,969,910	$37,172,621,897	$1,884,872,400,000	162,489.00	$245,948,013
Tornado	$1,922,290,969,910	$37,172,621,897	$1,884,872,400,000	162,489.00	$245,948,013
Tsunami	--	--	--	--	--
Volcanic Activity	--	--	--	--	--
Wildfire	$541,629,225,304	$10,663,330,499	$530,902,160,339	45,767.43	$63,734,466
Winter Weather	$1,922,290,969,910	$37,172,621,897	$1,884,872,400,000	162,489.00	$245,948,013

Annualized Frequency Values

Hazard Type	Annualized Frequency	Events on Record	Period of Record
Avalanche	--	--	--

Hazard Type	Annualized Frequency	Events on Record	Period of Record
Coastal Flooding	--	--	--
Cold Wave	1.3 events per year	21	2005-2021 (16 years)
Drought	5.7 events per year	126	2000-2021 (22 years)
Earthquake	0.006% chance per year	n/a	2021 dataset
Hail	4.9 events per year	167	1986-2021 (34 years)
Heat Wave	0.9 events per year	14	2005-2021 (16 years)
Hurricane	--	--	--
Ice Storm	0.6 events per year	41	1946-2014 (67 years)
Landslide	0 events per year	0	2010-2021 (12 years)
Lightning	38.7 events per year	853	1991-2012 (22 years)
Riverine Flooding	1.6 events per year	39	1996-2019 (24 years)
Strong Wind	3.9 events per year	134	1986-2021 (34 years)
Tornado	0.5 events per year	22	1950-2021 (72 years)
Tsunami	--	--	--
Volcanic Activity	--	--	--
Wildfire	0.001% chance per year	n/a	2021 dataset
Winter Weather	6.8 events per year	110	2005-2021 (16 years)

Historic Loss Ratios

Hazard Type	Overall Rating
Avalanche	--
Coastal Flooding	--
Cold Wave	Very Low
Drought	Relatively Low
Earthquake	Very Low
Hail	Relatively Moderate
Heat Wave	Very Low
Hurricane	--
Ice Storm	Very Low
Landslide	Very Low
Lightning	Relatively Low

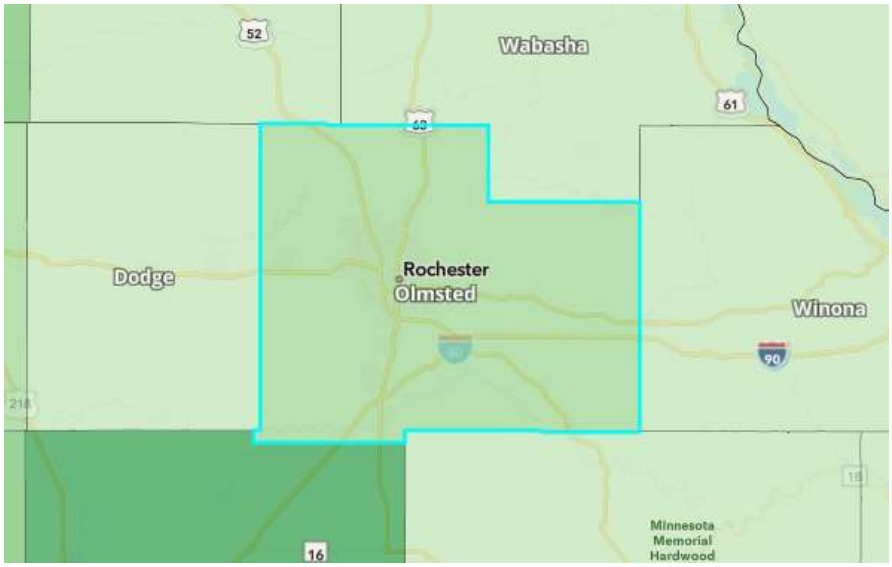
Hazard Type	Overall Rating
Riverine Flooding	Relatively Low
Strong Wind	Very Low
Tornado	Relatively Moderate
Tsunami	--
Volcanic Activity	--
Wildfire	Relatively Low
Winter Weather	Relatively Low

Expected Annual Loss Rate

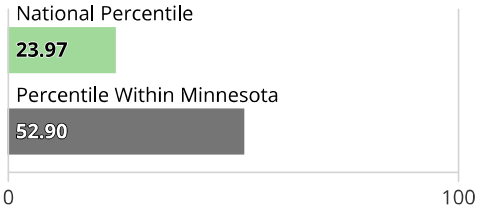
Hazard Type	Building EAL Rate (per building value)	Population EAL Rate (per population)	Agriculture EAL Rate (per agriculture value)
Avalanche	--	--	--
Coastal Flooding	--	--	--
Cold Wave	$1 per $4.38M	1 per 1.49M	$1 per $2.05K
Drought	--	--	$1 per $894.73
Earthquake	$1 per $1.42M	1 per 245.82M	--
Hail	$1 per $19.18K	1 per 11.30M	$1 per $3.74K
Heat Wave	$1 per $18.54M	1 per 3.16M	$1 per $20.89K
Hurricane	--	--	--
Ice Storm	$1 per $2.10M	1 per 33.12M	--
Landslide	$1 per $354.02K	1 per 108.33M	--
Lightning	$1 per $220.17K	1 per 11.58M	--
Riverine Flooding	$1 per $16.44K	1 per 7.21M	$1 per $3.03K
Strong Wind	$1 per $50.07K	1 per 151.11M	$1 per $4.06K
Tornado	$1 per $6.32K	1 per 331.78K	$1 per $35.68K
Tsunami	--	--	--
Volcanic Activity	--	--	--
Wildfire	$1 per $822.04K	1 per 269.56M	$1 per $671.70M
Winter Weather	$1 per $425.35K	1 per 2.25M	$1 per $126.85K

Social Vulnerability

Social groups in **Olmsted County, MN** have a **Relatively Low** susceptibility to the adverse impacts of natural hazards when compared to the rest of the U.S.



Score	23.97



24% of U.S. counties have a lower Social Vulnerability

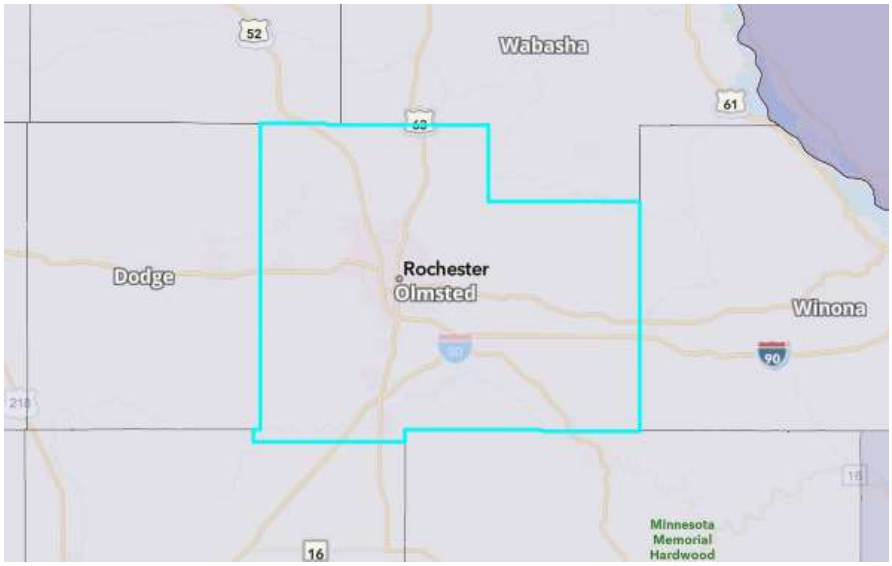
53% of counties in Minnesota have a lower Social Vulnerability

Social Vulnerability Legend

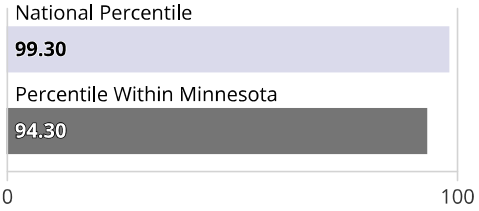
Very High | Relatively High | Relatively Moderate | Relatively Low | Very Low | Data Unavailable

Community Resilience

Communities in **Olmsted County, MN** have a **Very High** ability to prepare for anticipated natural hazards, adapt to changing conditions, and withstand and recover rapidly from disruptions when compared to the rest of the U.S.



Score **99.3**



1% of U.S. counties have a higher Community Resilience

6% of counties in Minnesota have a higher Community Resilience

Community Resilience Legend

Very High | Relatively High | Relatively Moderate | Relatively Low | Very Low | Data Unavailable

About the National Risk Index

The National Risk Index is a dataset and online tool to help illustrate the United States communities most at risk for 18 natural hazards: Avalanche, Coastal Flooding, Cold Wave, Drought, Earthquake, Hail, Heat Wave, Hurricane, Ice Storm, Landslide, Lightning, Riverine Flooding, Strong Wind, Tornado, Tsunami, Volcanic Activity, Wildfire, and Winter Weather.

The National Risk Index leverages available source data for Expected Annual Loss due to these 18 hazard types, Social Vulnerability, and Community Resilience to develop a baseline relative risk measurement for each United States county and Census tract. These measurements are calculated using average past conditions, but they cannot be used to predict future outcomes for a community. The National Risk Index is intended to fill gaps in available data and analyses to better inform federal, state, local, tribal, and territorial decision makers as they develop risk reduction strategies.

Explore the National Risk Index Map at **hazards.fema.gov/nri/map**.

Visit the National Risk Index website at **hazards.fema.gov/nri/learn-more** to access supporting documentation and links.

Calculating the Risk Index

Risk Index values are calculated using an equation* that combines values for Expected Annual Loss (EAL) due to natural hazards, with the Community Risk Factor (CRF), which is a function of Social Vulnerability and Community Resilience:

$$\text{Risk Index} = \text{Expected Annual Loss} \times \text{Community Risk Factor}$$

$$\text{where Community Risk Factor} = f\left(\frac{\text{Social Vulnerability}}{\text{Community Resilience}}\right)$$

*County-level risk values are derived by summing the risk values of all Census tracts within that county.

Risk is presented as a composite value and score for all 18 hazard types, as well as individual values and scores for each hazard type.

For more information, visit **hazards.fema.gov/nri/determining-risk**.

Calculating Expected Annual Loss

Expected Annual Loss values are calculated using an equation* that combines values for exposure, annualized frequency, and historic loss ratios for 18 hazard types:

$$\text{Expected Annual Loss} = \text{Exposure} \times \text{Annualized Frequency} \times \text{Historic Loss Ratio}$$

*Excluding Avalanche, Drought, Earthquake, and Tornado, EAL values for each hazard are calculated at the Census block level and summed together to determine Census tract and county-level hazard type EAL values.

Expected Annual Loss is presented as a composite value and score for all 18 hazard types, as well as individual values and scores for each hazard type.

For more information, visit **hazards.fema.gov/nri/expected-annual-loss**.

Calculating Social Vulnerability

Social Vulnerability is measured using the Social Vulnerability Index (SVI) published by the Centers for Disease Control and Prevention (CDC).

For more information, visit **hazards.fema.gov/nri/social-vulnerability**.

Calculating Community Resilience

Community Resilience is measured at the County level using the Baseline Resilience Indicators for Communities (HVRI BRIC) published by the University of South Carolina's Hazards and Vulnerability Research Institute (HVRI).

For more information, visit **hazards.fema.gov/nri/community-resilience**.

Values, Scores, and Ratings

The National Risk Index provides three different types of results for Risk and each component used to derive Risk: EAL, Social Vulnerability, and Community Resilience:

Values. Values for Risk and EAL are in units of dollars, representing the community's average economic loss from natural hazards each year. For Social Vulnerability and Community Resilience, values are the index values for the community provided by the source data sets.

Scores. Scores represent the national percentile ranking of the community's component value compared to all other communities at the same level (county or Census tract).

Ratings. Ratings refer to the qualitative terms that describe the relative risk of an area within the same geographic level. These rating categories range from "Very Low" to "Very High". Ratings for Social Vulnerability and Community Resilience are based on quintiles of those components' scores, while Risk and EAL ratings are based on more advanced statistical calculations on values . As a result, there is no fixed range of scores or values that correspond to the rating categories.

How to Take Action

There are many ways to reduce natural hazard risk through mitigation. Communities with high National Risk Index scores can take action to reduce risk by decreasing Expected Annual Loss due to natural hazards, decreasing Social Vulnerability, and increasing Community Resilience.

For information about how to take action and reduce your risk, visit **hazards.fema.gov/nri/take-action**.

Disclaimer

The National Risk Index (the Risk Index or the Index) and its associated data are meant for planning purposes only. This tool was created for broad nationwide comparisons and is not a substitute for localized risk assessment analysis. Nationwide datasets used as inputs for the National Risk Index are, in many cases, not as accurate as available local data. Users with access to local data for each National Risk Index risk factor should consider substituting the Risk Index data with local data to recalculate a more accurate risk index. If you decide to download the National Risk Index data and substitute it with local data, you assume responsibility for the accuracy of the data and any resulting data index. Please visit the **Contact Us** page if you would like to discuss this process further.

The methodology used by the National Risk Index has been reviewed by subject matter experts in the fields of natural hazard risk research, risk analysis, mitigation planning, and emergency management. The processing methods used to create the National Risk Index have produced results similar to those from other natural hazard risk analyses conducted on a smaller scale. The breadth and combination of geographic information systems (GIS) and data processing techniques leveraged by the National Risk Index enable it to incorporate multiple hazard types and risk factors, manage its nationwide scope, and capture what might have been missed using other methods.

The National Risk Index does not consider the intricate economic and physical interdependencies that exist across geographic regions. Keep in mind that hazard impacts in surrounding counties or Census tracts can cause indirect losses in your community regardless of your community's risk profile.

Nationwide data available for some risk factors are rudimentary at this time. The risk profiles for the vast majority of hazard types are based on historical frequency and loss data. They represent risk and expected annual loss based on average past conditions, not future predictions. The National Risk Index will be continuously updated as new data become available and improved methodologies are identified.

For comprehensive details about how the Risk Index can help you and its limitations, see the **National Risk Index Technical Documentation**

Assumption of Risk

In view of the identified limitations of the National Risk Index associated data, by using the data, you acknowledge and agree that FEMA makes no representations or warranties about the accuracy, completeness, or fitness for any particular purpose of the data; that the data is provided "as is" without warranty of any kind; that you assume full responsibility for any consequences that may arise, including financial losses, legal disputes, or other adverse outcomes; and that you release FEMA and the federal government from any liability that may arise to the extent allowable by law.

Attribution, No Endorsement

Please attribute your use of the National Risk Index and its associated data to the Federal Emergency Management Agency.

However, you acknowledge and agree that nothing herein constitutes and endorsement of you or your work by FEMA or the federal government, and you shall not imply through use of the National Risk Index or its associated data or through providing attribution, that FEMA or the federal government endorses you.

Preferred citation for the National Risk Index:

Zuzak, C., E. Goodenough, C. Stanton, M. Mowrer, A. Sheehan, B. Roberts, P. McGuire, and J. Rozelle. 2023. National Risk Index Technical Documentation. Federal Emergency Management Agency, Washington, DC.

The National Risk Index Contact Us page is available at **hazards.fema.gov/nri/contact-us**.

GHG TOTALS

Project Lifetime (years):	30

Regional Sports Complex		MT CO2e
Construction	Passenger Vehicles	6.45
	Construction Vehicles	49.524324
	Total Annualized	1.87
Land Use Change	Cropland Removal	17.00
	Total	17.00
Operations		
	Electricity	1,147.40
	Natural Gas	298.30
	Waste	252.33
	Passenger Vehicles	3609.99
	Total	5,308

Total	5,326.88	MT CO2e

CONSTRUCTION EMISSIONS			
Seasons of Construction	1	seasons	"The construction will be initiated in 2025 to complete the mass grading and to prepare the site for development. The duration of mass grading and installation of the roadways will take approximately 6 months. Individual lots are expected to be developed over a five-year period."
Days of construction (120 per season)	120	days	
Hours of Construction (960 per season)	19200	hours	
Large Diesel Vehicle Count	5	vehicles	Per EPA GHG Equivalencies Calculator
Days Worked	120	days	10,180 grams of CO2/gallon of diesel = 10.180 × 10-3 metric tons CO2/gallon of diesel
Miles Traveled to and from the site daily (avg.)	60	miles	0.01018
Total Miles	36000	miles	https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator-calculations-and-references
Avg. Miles per gallon per desiel vehicle (EPA GHG Calculator tool)	7.4	mpg	
Total Gallons	4864.864865	gallons	https://www.fhwa.dot.gov/policyinformation/statistics/2022/pdf/vm1.pdf
Emissions from Diesel Vehicles	49.52432432	MTCO2e	The average vehicle miles traveled (VMT) in 2022 was 23,111 miles per year (FHWA 2024). 23,111/365 = ~60
Passenger Work Vehicle Count	5	cars	
Days Worked	120	days	
Miles traveled to and from site daily (avg.)	30	miles	The average vehicle miles traveled (VMT) in 2022 was 10,917 miles per year (FHWA 2024). 10,917/365 = ~30
Total Miles	18000	miles	Per EPA GHG Equivalencies Calculator
Avg. Miles per gallon passenger vehicles (EPA GHG Calculator tool)	24.8	mpg	8,887 grams of CO2/gallon of gasoline = 8.887 × 10-3 metric tons CO2/gallon of gasoline
Total Gallons	725.81	gallons	0.008887
Emissions from passenger vehicles	6.45	MTCO2e	https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator-calculations-and-references
			https://www.epa.gov/climateleadership/simplified-ghg-emissions-calculator
Annualized Construction Vehicles			
Total Vehicle Emissions	55.97	MTCO2e	The total emissions from these activities (passenger + work trucks) are considered one-time emissions,
Project Lifetime (Years)	30	years	however the industry standard for determining long-term impacts of construction-related GHG output is to
Annualized MTCO2e/Years	1.87	MTCO2e	annualize the total emissions over a project's lifetime, which is defined as a 30-year period.

Average mpg values from the U.S. Department of Transportation, Federal Highway Administration, Highway Statistics 2022 (Updated February 2024), Table VM-1.

LAND CONVERSION		
Total Acres	MT CO2e sequestered annually/acre	Total metric tons CO2
170	0.10	17.00

Various studies of the potential for tallgrass prairie carbon storage have shown that the **storage rates vary between .30 and 1.7 metric tons per acre per year**. (Geotimes - January 2002 - Carbon in Soil, Garcia_Alvarez_MA_Thesis.pdf)

The USDA Natural Resource Conservation Service (NRCS) COMET-Planner tool reports expected carbon sequestration of 0.31 MT/acre/year for no-till and **0.20** MT/acre/year for reduced tillage for most regions in the United States (USDA NRCS, 2021). Opportunities and Challenges Associated with "Carbon Farming" for U.S. Row-Crop Producers - Center for Commercial Agriculture

The USDA NRCS COMET- Planner tool reports expected carbon sequestration of 0.37 MT/acre/year for cover crops for most regions in the United States (USDA NRCS, 2021). Opportunities and Challenges Associated with "Carbon Farming" for U.S. Row-Crop Producers - Center for Commercial Agriculture

Assume no practice: 0.10 MT CO2E/acre

PERSONAL VEHICLES		
Total Vehicles 2050	920	Vehicles
Miles Driven Averge Daily	30	miles
Avg. Miles per gallon passenger vehicles (EPA GHG Equivalencies + FHWA 2024)	24.8	mpg
Gallons/day per 1 car	1.21	gallons
Gallons/year per 1 car	441.53	gallons
Total Gallons/year for all x cars	406,209.68	gallons
Total Emissions/year	3609.99	MTCO2e/year

Per EPA GHG Equivalencies Calculator - 8,887 grams of CO2/gallon of gasoline = 8.887 × 10-3 metric tons CO2/gallon of gasoline

0.008887 MTCO2e

https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator-calculations-and-references
https://www.epa.gov/climateleadership/simplified-ghg-emissions-calculator

The average vehicle miles traveled (VMT) in 2022 was 10,917 miles per year (FHWA 2024).
10,917/365 = ~30
https://www.epa.gov/energy/greenhouse-gas-equivalencies-calculator-calculations-and-references

ELECTRICITY					
Category	Floor Space	kWh	total kWh	Multiplier for MT CO2e	Total MT CO2e
Main Facility Building	110,000	20.5	2,255,000.00	EPA GHG Calculator	964.9
Maintenance Building	16,000.00	9.6	153600.00	EPA GHG Calculator	65.70
Concessions/Restrooms	7,000.00	39	273000	EPA GHG Calculator	116.8
					1,147.40

Electricity

U.S. Energy Information Administration. Table PBA4. Electricity consumption totals and conditional intensities by building activity subcategories, 2012.
https://www.eia.gov/consumption/commercial/data/2012/c&e/cfm/pba4.php

Per Square foot (kWh) for Service (other) used for maintenance = **9.6 kWh** per square foot

Other Food Service, used for Concessions/Restrooms = **39.0 kWh** per sq ft

Other Assembly, used for the main facility building = **20.5 kWh** per sq ft

NATURAL GAS						
High Density – Sports Complex						
Category	Floor Space	cubic feet natural gas per sq ft	mmBtu/sq foot (1 cubic foot ≈ 0.001037 MMBtu)	Total mmBtu	Multiplier	Total MT CO2e
Main Facility Building	110,000	29.5	0.03	3,365.07	EPA GHG Calculator	223.4
Maintenance Building	16,000.00	37.7	0.039	625.52	EPA GHG Calculator	41.50
Concessions/Restrooms	7,000.00	69.2	0.072	502.32	EPA GHG Calculator	33.4
		53.45				298.30

Natural Gas (homes not included) https://www.eia.gov/consumption/commercial/data/2018/ce/pdf/c32.pdf

U.S. Energy Information Administration, Forms EIA-871A and C of the 2018 Commercial Buildings Energy Consumption Survey

Vehicle storage or Maintenance, used for maintenance = **37.7** cubic feet natural gas per sq ft

Food Sales, used for concessions = **69.2** cubic feet natural gas per sq ft

Other Assembly, used for Main Facility Building = **29.5** cubic feet natural gas per sq ft

WASTE						
Category	Sq ft	lbs of waste/sq ft	total lbs waste/day	MT waste day	MT Waste Year	MT CO2e
Main Facility Building	110,000	0.0312	3432.00	1.556	568.11	175.67
Maintenance Building	16,000.00	0.0312	499.2000	0.226	82.63	25.55
Concessions/Restrooms	7,000.00	0.0312	218.4000	0.099	36.15	11.18
Event Center (Plaza, Central Lawn)	25,000.00	0.0312	780.0000	0.354	129.12	39.93
Total daily Waste: 2.235 mt				816 metric tons per year		252.33
Total Annual Emissions (WARM tool MSW)				252.33 MT CO2 E		

Other services* 3.12 lb/100 sq ft /day May-97 Guide to Solid Waste and Recycling Plans for Development Projects (Santa Barbara County Public Works Department) Notes: Cites SWANA Tech. Bull. 85-6; Recovery Sciences, 1987; and Matrix Mgmt Group, "Best Management Practices Analysis for Solid Waste
https://www2.calrecycle.ca.gov/WasteCharacterization/General/Rates

Waste Management - https://www2.calrecycle.ca.gov/WasteCharacterization/General/Rates

USE US EPA WARM Model warm_v16.xls, Mixed Solid Waste (MSW) to get MTCO2e

Appendix F: Draft Traffic Impact Study

BOLTON & MENK
Real People. Real Solutions.

111 Washington Avenue South
Suite 650
Minneapolis, MN 55401

Phone: (612) 416-0220
Bolton-Menk.com

MEMORANDUM

Date: October 24, 2025

DRAFT

To: Sam Budzyna, P.E., PTOE
Nick Sandford, P.E., PTOE

From: Kelsey Larsen, P.E., PTOE
Anna Irby, P.E.

Subject: Rochester Regional Sports & Recreation Complex Traffic Impact Study
City of Rochester, MN
Project No.: 24X136499000

I hereby certify that this plan, specification or report was prepared by me or under my direct supervision, and that I am a duly Licensed Professional Engineer under the laws of the State of Minnesota.

By: _____
Kelsey E. Larsen, P.E., PTOE
License No. 57829

Date:

Introduction

A traffic impact study is being completed to analyze the traffic operations, safety, access, residential street impacts, internal circulation, parking needs, and any needed mitigation with the proposed development of the Regional Sports and Recreation Center (RSRC). The proposed development would construct the following over three phases of development. Construction of Phase 1 is anticipated in 2026 with the site officially opening in 2027. Phase 2 is anticipated five years following Phase 1 (2032) and Phase 3 is anticipated ten years after Phase 2 (2042). The proposed development with each phase is listed below.

Phase 1 [2027 build out]

- 8 Baseball Fields
- 3 Multipurpose Fields
- 1 Basketball Court
- 12 Pickleball Courts
- 1 Playground, Plaza, Central Lawn, and Open Green Space

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Phase 2 [2032 build out]

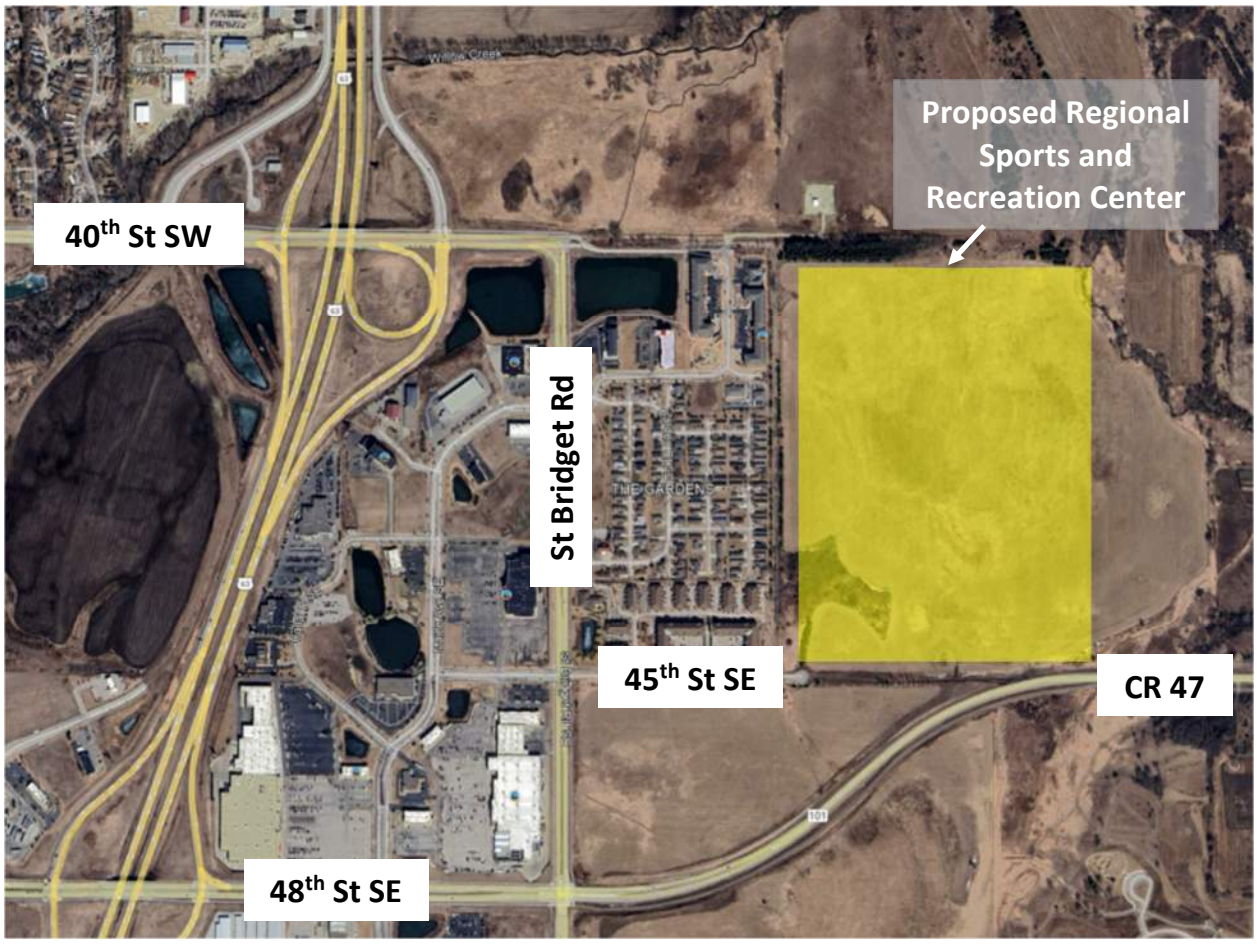
- 3 Multipurpose Fields
- 1 Fieldhouse [in place of one of the multipurpose fields constructed in Phase 1] which will consist of an 8-court gymnasium, indoor turf, youth activity zone, medical/sports performance, and concessions
- Future Commercial Retail [14 acres]

Phase 3 [2042 build out]

- Future Residential [4.3 acres]

A draft site plan is included in **Appendix A**. The RSRC is proposed to be located north of CR 47 and east of St Bridget Road, in Rochester, MN. The location of the proposed Regional Sports and Recreation Center is shown in **Figure 1.** The existing property is undeveloped. The area just west of the proposed development is residential east of St Bridget Rd and commercial-retail uses west of St Bridget Rd.

Figure 1: Location Map



Google Maps Courtesy

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Analysis Scenarios

All capacity analyses will be performed utilizing Synchro/SimTraffic (Version 12). All study intersections will be analyzed during the weekday AM and PM peak hours under the following proposed traffic scenarios:

- Existing Traffic Conditions (2025) – Weekday PM / Sat Mid-Day / Sat PM peak hours
- No-Build Traffic Conditions (2027) – Weekday PM / Sat Mid-Day / Sat PM peak hours
- No-Build Traffic Conditions (2032) – Weekday PM / Sat Mid-Day / Sat PM peak hours
- No-Build Traffic Conditions (2042) – Weekday PM / Sat Mid-Day / Sat PM peak hours
- Build Traffic Conditions (2027) – Phase 1– Weekday PM / Sat Mid-Day / Sat PM peak hours
- Build Traffic Conditions (2032) – Phase 2– Weekday PM / Sat Mid-Day / Sat PM peak hours
- Build Traffic Conditions (2042) – Phase 3– Weekday PM / Sat Mid-Day / Sat PM peak hours

Existing Conditions

Data Collection

To support traffic operations analysis, 13-hour intersection turning movement data (6:00 AM to 7:00 PM) were collected at 12 intersections surrounding the proposed site for a typical weekday (Thursday) and Saturday in June 2025.

The 12 intersections include:

- 40th St SW and Hwy 63 SB Ramps
- 40th St SE and Hwy 63 NB Ramps
- 40th St SE and St Bridget Rd SE
- St Bridget Rd SE and Maine Avenue SE
- Maine Avenue SE and Orchid Road SE
- St Bridget Rd SE and 45th St SE
- 48th St SE and Hwy 63 SB Ramps
- 48th St SE and Hwy 63 NB Ramps
- 48th St SW/CR 47 and St Bridget Rd SE
- CR 47 and CR 1
- CR 1 and US-52 EB Ramps
- CR 1 and US-52 WB Ramps

Additionally, 13-hour intersection turning movement data (6:00 AM to 7:00 PM) were collected at two similar sports complex sites in the Twin Cities area on a Saturday in June 2025 during baseball tournaments. The similar sites along with amenities at each site are listed below.

- Gleason Fields (Maple Grove) –
  - Four youth baseball/softball fields
  - Two pickleball courts
  - Playground
  - One soccer field
  - Basketball court
- Rich Valley Athletic Complex (Inver Grove Heights)
  - Nine ball fields
  - Four soccer fields
  - Playground
  - One tennis court

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Based on the type of development only a PM peak hour will be analyzed for typical weekday traffic as the site usage will be minimal during the AM peak hour for a typical weekday. The existing PM peak hour at 5 of the 12 intersections in Rochester near the proposed site was found to be from 4:30 – 5:30 PM. Two of these interactions were the Hwy 63 ramps along 48th St which were the two highest traffic volume intersections.

The peak hours at each similar site were compared and are listed below.

Maple Grove (MG) Site

- Saturday peak entering hour: 1:30 – 2:30 PM
- Saturday peak exiting hour: 4:15 – 5:15 PM

Inver Grove Heights (IGH) Site

- Saturday peak entering hour: 4:30 – 5:30 PM
- Saturday peak exiting hour: 6:00 – 7:00 PM

Since the peak hours for the two similar sites differed the actual Saturday peak hours for the existing 12 intersections in Rochester were compared as well. The Saturday peak hours for most of the intersections in Rochester were found to be 12:00 – 1:00 PM and 3:45 – 4:45 PM. To provide a conservative analysis, the actual Saturday peak hours from the intersections in Rochester were taken to be the Saturday peaks, instead of using the peak hours of the similar sites.

To summarize, all study intersections will be analyzed during the following peak hours:

- Thursday PM Peak Hour: 4:30 – 5:30 PM
- Saturday Mid-Day Peak Hour: 12:00 – 1:00 PM [Entering Peak]
- Saturday PM Peak Hour: 3:45 – 4:45 PM [Exiting Peak]

The existing Weekday and Saturday peak hour turning movement counts are shown in **Appendix B.**

Safety Analysis

A crash review was completed for the ten intersections where data was collected to see if there are any existing crash issues that could worsen with the additional traffic the proposed redevelopment creates. Crash data from the last five years (2020-2024) was collected using the Minnesota Department of Transportation's (MnDOT) Crash Mapping Analysis Tool (MnCMAT2).

Table 1 provides details on total crashes by crash severities by location. There were no reported crashes at the intersections of 40th St at St Bridget Road, and Maine Avenue at Orchid Road. From 2020 to 2024, a total of 55 crashes were reported at four on/off ramps for Highway 63. The majority of the crashes occurred at the intersections of 40th St and Highway 63 NB Ramps. Crash data is classified by severity:

- K – Fatal
- A – Serious Injury
- B – Minor Injury
- C – Possible Injury
- PDO – Property Damage Only

Table 1: Crash Severities (2020-2024)

Intersection	Total Crashes	Crash Severity				
		K	A	B	C	PDO
40th Street SW and Highway 63 SB Ramps	5	0	0	3	1	1
40th Street SW and Highway 63 NB Ramps	24	0	0	3	9	12
40th Street SW and St Bridget Road SE	0	0	0	0	0	0
St Bridget Road SE and Maine Avenue	2	0	0	0	0	2
Maine Avenue and Orchid Road	0	0	0	0	0	0
St Bridget Road SE and 45th Street	4	0	0	1	0	3
48th Street SE and Highway 63 SB Ramps	12	0	0	2	4	6
48th Street SE and Highway 63 NB Ramps	14	0	0	4	0	10
St Bridget Road SE and CR 47	4	0	0	0	1	3
CR 47 and CR 1	5	0	0	0	0	5
CR 1 and Highway 52 EB Ramps	7	0	0	0	2	5
CR 1 and Highway 52 WB Ramps	1	0	0	0	0	1

A comparison of the crash rate and the critical rate was completed to determine if there is a safety issue at any intersection in the project area. The total crash rate is the number of crashes per million entering vehicles (MEV). The critical rate is a statistical comparison based on similar intersections statewide. An observed crash rate greater than the critical rate indicates that the intersection operates outside of the expected normal range. The critical index reports the magnitude of this difference and a critical index of less than one indicates that the intersection is operating within the normal range. **Table 2** summarizes the crash rate analysis.

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Table 2: Safety Analysis Summary (2020-2024)

Intersection	Traffic Control	Total Crashes	Crash Rate (per MEV)	Critical Crash Rate (per MEV)	Critical Index
40th Street SW and Highway 63 SB Ramps	Signal	5	0.20	0.91	0.22
40th Street SW and Highway 63 NB Ramps	Signal	24	0.86	0.89	0.97
40th Street SW and St Bridget Road SE	Thru-Stop	0	-	-	-
St Bridget Road SE and Maine Avenue	Thru-Stop	2	0.15	0.41	0.36
Maine Avenue and Orchid Road	Thru-Stop	0	-	-	-
St Bridget Road SE and 45th Street	Thru-Stop	4	0.57	0.55	1.04
48th Street SE and Highway 63 SB Ramps	Signal	12	0.37	0.86	0.43
48th Street SE and Highway 63 NB Ramps	Signal	14	0.41	0.85	0.48
St Bridget Road SE and CR 47	Thru-Stop	4	0.34	0.44	0.76
CR 47 and CR 1	Roundabout	5	0.43	1.64	0.26
CR 1 and Highway 52 EB Ramps	Thru-Stop	7	0.47	0.36	1.31
CR 1 and Highway 52 WB Ramps	Thru-Stop	1	0.06	0.33	0.17

The stop-controlled intersections of St Bridget Rd/45th St and CR 1/Hwy 52 EB Ramp have a critical index over one, indicating they are outside the normal range and have potential safety concerns. At the intersection of St Bridget Rd/45th St there have been four crashes in the last five years. All four crashes were right angle crashes. One of the crashes resulted in minor injury and the other three crashes resulted in property damage only. All crashes involved a westbound vehicle with three of the crashes involving southbound vehicles and one involving a northbound vehicle. A sight distance analysis shows adequate sight lights for westbound vehicles looking both north and south at the intersection.

At the intersection of CR 1/Hwy 52 EB Ramp there have been seven crashes in the last five years. Five of the crashes were right angle crashes, one was a left turn crash, and one was a rear end crash. Two of the right-angle crashes resulted in possible injury. The other five crashes resulted in property damage only. A sight distance analysis shows adequate sight lights for eastbound vehicles looking both north and south at the intersection.

The critical index was found to be less than one for all other intersections indicating that they operate within the normal range compared to similar intersections statewide. There were no other fatal or serious injury crashes reported at any intersection in the last five years. The crash worksheets for all intersections are included in **Appendix C**.

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Operational Analysis

The traffic operation analysis for the intersection included an evaluation of intersection delay and Level of Service (LOS). LOS results are described using letters ranging from A to F. These letters serve to describe a range of operating conditions for different types of facilities. Levels of Service are calculated based on the Highway Capacity Manual (HCM) 7th Edition, which defines the LOS, based on control delay. Control delay is the delay experienced by vehicles slowing down as they are approaching the intersection, the wait time at the intersection, and the time for the vehicle to speed up through the intersection and enter into the traffic stream. The average intersection control delay is a volume weighted average of delay experienced by all motorists entering the intersection on all intersection approaches. Intersections and each intersection approach are given a ranking from LOS A through LOS F. LOS A indicates the best traffic operation, with vehicles experiencing minimal delays. LOS A through D is generally perceived to be acceptable to drivers. LOS E indicates that an intersection operates at, or very near, its capacity and that drivers experience higher delays. LOS F indicates an intersection where demand exceeds capacity and drivers experience substantial delays.

City of Rochester Engineering Standards state that LOS C or better shall be maintained on any arterial or higher order street and LOS D on any other non-residential street. Individual movements shall be maintained at or above LOS E.

Tables 3-5 show the operations of the study intersection with existing lane configurations and volumes.

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Table 3: Weekday PM Peak Hour – 2025 Existing Capacity Analysis

Intersection	Approach	PM Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
		Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentil	95th Percentil	Storage	95th Percentil
40th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	17 - B	3 - A	12 - B	-	-	120	-	-
	WB	16 - B	14 - B	-		350	40	60	-	-
	SB	13 - B	15 - B	4 - A		300	150	150	300	60
40th St & Hwy 63 NB Ramps/Woodlake Drive *(Signalized)*	EB	17 - B	27 - C	4 - A	18 - B	350	100	180	-	-
	WB	22 - C	29 - C	6 - A		400	110	70	-	70
	NB	16 - B	16 - B	3 - A		275	50	40	275	20
	SB	16 - B	18 - B	3 - A		300	40	120	300	30
40th St & St Bridget Rd *(Stop Control)*	EB	-	4 - A	6 - A	6 - A	-	-	40	-	30
	WB	5 - A	5 - A	-		-	50	50	-	-
	NB	6 - A	0 - A	2 - A		-	60	-	-	10
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	9 - A	8 - A	2 - A	4 - A	325	60	20	-	30
	WB	7 - A	10 - B	2 - A		-	40	40	-	40
	NB	2 - A	1 - A	0 - A		325	10	-	-	-
	SB	4 - A	5 - A	4 - A		325	20	10	-	10
Maine Avenue & Orchid Road *(Stop Control)*	WB	-	-	-	0 - A	-	-	-	-	-
	NB	-	0 - A	-		-	-	-	-	-
	SB	-	0 - A	-		-	-	-	-	-
St Bridget Rd & 45th Street *(Stop Control)*	EB	4 - A	8 - A	2 - A	2 - A	100	40	20	-	40
	WB	3 - A	8 - A	2 - A		-	30	30	-	30
	NB	2 - A	1 - A	1 - A		250	10	-	-	-
	SB	1 - A	1 - A	1 - A		250	10	0	-	-
48th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	32 - C	5 - A	18 - B	-	-	220	350	50
	WB	24 - C	16 - B	-		300	140	90	-	-
	SB	20 - C	13 - B	6 - A		400	140	140	400	120
48th St & Hwy 63 NB Ramps *(Stop Control)*	EB	7 - A	3 - A	-	6 - A	300	80	-	-	-
	WB	-	1 - A	14 - B		-	-	0	-	250
	NB	20 - C	14 - B	4 - A		250	60	60	-	60
St Bridget Rd SE & 48th St SW/CR 47 *(Stop Control)*	EB	1 - A	0 - A	0 - A	2 - A	300	10	-	300	10
	WB	2 - A	1 - A	0 - A		250	20	-	-	-
	NB	7 - A	10 - B	2 - A		225	40	30	-	30
	SB	8 - A	11 - B	2 - A		-	70	70	-	40
CR 47 & CR 1 *(Roundabout)*	EB	6 - A	9 - A	-	6 - A	-	60	60	-	-
	WB	-	6 - A	3 - A		-	-	40	-	40
	SB	7 - A	2 - A	7 - A		-	40	-	-	40
CR 1 & US-52 EB Ramps *(Stop Control)*	EB	11 - B	22 - C	4 - A	5 - A	350	130	130	-	40
	NB	-	1 - A	0 - A		-	-	-	215	0
	SB	2 - A	1 - A	-		115	20	0	-	-
CR 1 & US-52 WB Ramps *(Stop Control)*	WB	9 - A	10 - B	2 - A	1 - A	175	30	30	-	30
	NB	4 - A	1 - A	-		175	40	-	-	-
	SB	-	0 - A	1 - A		-	-	-	300	10

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Table 4: Saturday Midday Peak Hour – 2025 Existing Capacity Analysis

Intersection	Approach	Mid-Day Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
		Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentil	95th Percentil	Storage	95th Percentil
40th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	15 - B	2 - A	11 - B	-	-	80	-	-
	WB	15 - B	14 - B	-		350	30	60	-	-
	SB	11 - B	15 - B	3 - A		300	120	120	300	50
40th St & Hwy 63 NB Ramps/Woodlake Drive *(Signalized)*	EB	16 - B	26 - C	4 - A	17 - B	350	80	170	-	-
	WB	22 - C	22 - C	4 - A		400	120	60	-	60
	NB	14 - B	15 - B	3 - A		275	50	30	275	30
	SB	13 - B	14 - B	2 - A		300	30	60	300	30
40th St & St Bridget Rd *(Stop Control)*	EB	-	4 - A	6 - A	6 - A	-	-	40	-	40
	WB	3 - A	5 - A	-		-	40	40	-	-
	NB	5 - A	0 - A	-		-	60	-	-	10
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	7 - A	10 - B	3 - A	5 - A	325	70	20	-	20
	WB	6 - A	7 - A	3 - A		-	40	40	-	40
	NB	4 - A	1 - A	0 - A		325	10	0	-	0
	SB	4 - A	5 - A	4 - A		325	10	10	-	10
Maine Avenue & Orchid Road *(Stop Control)*	WB	-	-	-	0 - A	-	-	-	-	-
	NB	-	0 - A	-		-	-	-	-	-
	SB	-	0 - A	-		-	-	-	-	-
St Bridget Rd & 45th Street *(Stop Control)*	EB	3 - A	8 - A	2 - A	2 - A	100	40	10	-	40
	WB	2 - A	8 - A	1 - A		-	30	30	-	30
	NB	2 - A	2 - A	2 - A		250	10	-	-	-
	SB	1 - A	1 - A	1 - A		250	-	-	-	-
48th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	30 - C	4 - A	18 - B	-	-	170	350	40
	WB	22 - C	16 - B	-		300	100	90	-	-
	SB	17 - B	-	4 - A		400	140	140	400	70
48th St & Hwy 63 NB Ramps *(Stop Control)*	EB	5 - A	3 - A	-	6 - A	300	60	-	-	-
	WB	-	1 - A	13 - B		-	-	30	-	280
	NB	14 - B	-	4 - A		250	50	60	-	60
St Bridget Rd SE & 48th St SW/CR 47 *(Stop Control)*	EB	1 - A	0 - A	0 - A	1 - A	300	10	-	300	0
	WB	1 - A	0 - A	0 - A		250	10	-	-	-
	NB	4 - A	9 - A	2 - A		225	40	30	-	30
	SB	5 - A	9 - A	2 - A		-	50	50	-	40
CR 47 & CR 1 *(Roundabout)*	EB	4 - A	6 - A	-	4 - A	-	30	30	-	-
	WB	-	5 - A	2 - A		-	-	30	-	30
	SB	4 - A	2 - A	4 - A		-	30	-	-	30
CR 1 & US-52 EB Ramps *(Stop Control)*	EB	6 - A	10 - B	3 - A	3 - A	350	60	60	-	40
	WB	-	-	-		-	-	-	-	-
	NB	-	1 - A	0 - A		-	-	-	-	-
	SB	1 - A	0 - A	-		115	10	-	-	-
CR 1 & US-52 WB Ramps *(Stop Control)*	WB	4 - A	-	2 - A	1 - A	175	30	30	-	30
	NB	3 - A	0 - A	-		175	40	-	-	-
	SB	-	0 - A	1 - A		-	-	-	300	10

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Table 5: Saturday PM Peak Hour – 2025 Existing Capacity Analysis

Intersection	Approach	PM Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
		Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentil	95th Percentil	Storage	95th Percentil
40th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	16 - B	2 - A	11 - B	-	-	90	-	-
	WB	17 - B	14 - B	-		350	40	50	-	-
	SB	11 - B	12 - B	3 - A		300	130	130	300	50
40th St & Hwy 63 NB Ramps/Woodlake Drive *(Signalized)*	EB	16 - B	26 - C	4 - A	17 - B	350	60	150	-	-
	WB	21 - C	22 - C	5 - A		400	110	60	-	60
	NB	12 - B	10 - B	3 - A		275	40	20	275	20
	SB	14 - B	12 - B	2 - A		300	20	40	300	20
40th St & St Bridget Rd *(Stop Control)*	EB	-	4 - A	6 - A	6 - A	-	-	40	-	30
	WB	4 - A	3 - A	-		-	30	30	-	-
	NB	5 - A	1 - A	1 - A		-	60	-	-	10
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	8 - A	8 - A	2 - A	4 - A	325	70	20	-	20
	WB	7 - A	8 - A	3 - A		-	40	40	-	40
	NB	2 - A	1 - A	0 - A		325	10	-	-	-
	SB	4 - A	5 - A	4 - A		325	10	10	-	10
Maine Avenue & Orchid Road *(Stop Control)*	WB	-	-	-	0 - A	-	-	-	-	-
	NB	-	0 - A	-		-	-	-	-	-
	SB	-	0 - A	-		-	-	-	-	-
St Bridget Rd & 45th Street *(Stop Control)*	EB	4 - A	8 - A	1 - A	2 - A	100	40	20	-	40
	WB	2 - A	9 - A	2 - A		-	30	30	-	30
	NB	2 - A	2 - A	1 - A		250	10	-	-	-
	SB	1 - A	1 - A	1 - A		250	0	0	-	-
48th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	30 - C	4 - A	17 - B	-	-	160	350	40
	WB	22 - C	16 - B	-		300	110	90	-	-
	SB	16 - B	-	4 - A		400	130	130	400	80
48th St & Hwy 63 NB Ramps *(Stop Control)*	EB	5 - A	2 - A	-	4 - A	300	60	0	-	-
	WB	-	0 - A	7 - A		-	-	0	-	190
	NB	12 - B	-	4 - A		250	50	50	-	50
St Bridget Rd SE & 48th St SW/CR 47 *(Stop Control)*	EB	1 - A	0 - A	0 - A	1 - A	300	10	-	300	0
	WB	1 - A	0 - A	0 - A		250	10	-	-	0
	NB	4 - A	9 - A	1 - A		225	40	30	-	30
	SB	5 - A	9 - A	2 - A		-	50	50	-	40
CR 47 & CR 1 *(Roundabout)*	EB	4 - A	6 - A	-	4 - A	-	20	20	-	-
	WB	-	5 - A	2 - A		-	-	20	-	20
	SB	4 - A	2 - A	4 - A		-	20	-	-	20
CR 1 & US-52 EB Ramps *(Stop Control)*	EB	6 - A	-	2 - A	2 - A	350	60	60	-	40
	NB	-	1 - A	0 - A		-	-	-	-	-
	SB	1 - A	0 - A	-		115	0	-	-	-
CR 1 & US-52 WB Ramps *(Stop Control)*	WB	5 - A	-	1 - A	1 - A	175	30	30	-	20
	NB	3 - A	0 - A	-		175	30	-	-	-
	SB	-	0 - A	1 - A		-	-	-	300	0

As shown in **Tables 3-5**, all intersections currently operate with LOS B or better during the Weekday PM, Saturday Midday, and Saturday PM peak hours. The 95th percentile queues indicate that all queues are expected to be contained within the existing storage. Existing analysis results conclude that there are no existing capacity or queueing concerns at the study intersections.

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No Build Condition

Traffic Forecasting

Background growth rate assumptions were provided by the Rochester-Olmsted Council of Governments (ROCOG). These rates will be applied to the existing 2025 traffic volumes to estimate no build volumes for the phase of the project (Phase 1 – 2026, Phase 2 – 2031, and Phase 3 – 2041).

Refer to **Table 6** for more information regarding the annual growth rate per each leg of the study intersections.

Table 6: Annual Growth Rate

Intersection	North	South	East	West
40th St & Hwy 63 SB Ramps	2.35%	2.35%	2.35%	2.35%
40th St & Hwy 63 NB Ramps	2.79%	2.79%	3.23%	2.35%
40th St & St Bridget Rd	-	2.46%	2.46%	2.79%
St Bridget Rd & Maine Ave	2.46%	2.04%	2.46%	2.46%
Maine Ave & Orchid Rd	2.46%	2.46%	2.46%	-
45th St & St Bridget Rd	0.09%	1.85%	3.35%	3.35%
48th St & Hwy 63 SB Ramps	1.18%	0.38%	3.49%	2.36%
48th St & Hwy 63 NB Ramps	1.27%	0.49%	2.34%	3.49%
48th St & St Bridget Rd	1.85%	4.28%	1.24%	4.35%
CR 47 & CR 1	2.37%	-	4.04%	1.24%
CR 1 & US-52 EB Ramps	1.80%	2.25%	1.80%	1.80%
CR 1 & US-52 WB Ramps	1.34%	1.80%	1.80%	1.80%

The forecasted no build Weekday and Saturday peak hour turning movement counts are shown in **Appendix B.**

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2027 No Build Operational Analysis

Tables 7-9 show the operations of the study intersection with 2027 no-build lane configurations and volumes.

Table 7: Weekday PM Peak Hour – 2027 No-Build Capacity Analysis

Intersection	Approach	PM Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
		Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentil	95th Percentil	Storage	95th Percentil
40th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	17 - B	3 - A	12 - B	-	-	110	-	-
	WB	16 - B	14 - B	-		350	40	50	-	-
	SB	13 - B	15 - B	4 - A		300	100	160	300	60
40th St & Hwy 63 NB Ramps/Woodlake Drive *(Signalized)*	EB	17 - B	27 - C	4 - A	18 - B	350	105	180	-	-
	WB	22 - C	29 - C	6 - A		400	120	70	-	-
	NB	16 - B	16 - B	3 - A		275	50	40	275	20
	SB	16 - B	18 - B	3 - A		300	40	120	300	30
40th St & St Bridget Rd *(Stop Control)*	EB	-	4 - A	6 - A	6 - A	-	-	40	-	40
	WB	5 - A	5 - A	-		-	50	50	-	-
	NB	6 - A	0 - A	2 - A		-	60	-	-	10
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	9 - A	8 - A	2 - A	4 - A	325	70	20	-	20
	WB	7 - A	10 - B	2 - A		-		40	-	-
	NB	2 - A	1 - A	0 - A		325	10	-	-	-
	SB	4 - A	5 - A	4 - A		325	10	20	-	-
Maine Avenue & Orchid Road *(Stop Control)*	WB	-	-	-	0 - A	-	-	-	-	-
	NB	-	0 - A	-		-	-	-	-	-
	SB	-	0 - A	-		-	-	-	-	-
St Bridget Rd & 45th Street *(Stop Control)*	EB	4 - A	8 - A	2 - A	2 - A	100	40	20	-	40
	WB	3 - A	8 - A	2 - A		-	-	30	-	-
	NB	2 - A	1 - A	1 - A		250	10	-	-	-
	SB	1 - A	1 - A	1 - A		250	10	10	-	-
48th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	32 - C	5 - A	18 - B	-	-	130	350	50
	WB	24 - C	16 - B	-		300	140	100	-	-
	SB	20 - C	13 - B	6 - A		400	120	150	400	110
48th St & Hwy 63 NB Ramps *(Stop Control)*	EB	7 - A	3 - A	-	6 - A	300	150	170	-	-
	WB	-	1 - A	14 - B		-	-	190	-	300
	NB	20 - C	14 - B	4 - A		250	80	70	-	-
St Bridget Rd SE & 48th St SW/CR 47 *(Stop Control)*	EB	1 - A	0 - A	0 - A	2 - A	300	10	-	300	10
	WB	2 - A	1 - A	0 - A		250	20	-	-	5
	NB	7 - A	10 - B	2 - A		225	40	30	-	-
	SB	8 - A	11 - B	2 - A		-	-	60	-	40
CR 47 & CR 1 *(Roundabout)*	EB	6 - A	9 - A	-	6 - A	-	-	60	-	-
	WB	-	6 - A	3 - A		-	-	30	-	-
	SB	7 - A	2 - A	7 - A		-	50	-	-	50
CR 1 & US-52 EB Ramps *(Stop Control)*	EB	11 - B	22 - C	4 - A	5 - A	350	130	130	-	50
	NB	-	1 - A	0 - A		-	-	-	215	-
	SB	2 - A	1 - A	-		115	20	-	-	-
CR 1 & US-52 WB Ramps *(Stop Control)*	WB	9 - A	10 - B	2 - A	1 - A	175	30	30	-	30
	NB	4 - A	1 - A	-		175	40	-	-	-
	SB	-	0 - A	1 - A		-	-	-	300	10

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Table 8: Saturday Midday Peak Hour – 2027 No-Build Capacity Analysis

Intersection	Approach	Mid-Day Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
		Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentil	95th Percentil	Storage	95th Percentil
40th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	15 - B	2 - A	11 - B	-	-	80	-	-
	WB	15 - B	14 - B	-		350	30	60	-	-
	SB	12 - B	14 - B	3 - A		300	130	130	300	50
40th St & Hwy 63 NB Ramps/Woodlake Drive *(Signalized)*	EB	16 - B	26 - C	4 - A	17 - B	350	90	170	-	-
	WB	20 - C	23 - C	4 - A		400	130	60	-	60
	NB	13 - B	12 - B	2 - A		275	50	30	275	30
	SB	15 - B	14 - B	2 - A		300	30	60	300	20
40th St & St Bridget Rd *(Stop Control)*	EB	-	4 - A	6 - A	6 - A	-	-	50	-	40
	WB	4 - A	5 - A	-		-	40	40	-	-
	NB	5 - A	1 - A	-		-	60	-	-	10
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	8 - A	8 - A	2 - A	5 - A	325	70	20	-	20
	WB	6 - A	8 - A	3 - A		-	40	40	-	40
	NB	2 - A	1 - A	0 - A		325	10	-	-	-
	SB	3 - A	5 - A	4 - A		325	10	10	-	10
Maine Avenue & Orchid Road *(Stop Control)*	WB	-	-	-	0 - A	-	-	-	-	-
	NB	-	0 - A	-		-	-	-	-	-
	SB	-	0 - A	-		-	-	-	-	-
St Bridget Rd & 45th Street *(Stop Control)*	EB	3 - A	6 - A	2 - A	2 - A	100	40	10	-	40
	WB	3 - A	9 - A	1 - A		-	40	40	-	40
	NB	2 - A	1 - A	1 - A		250	10	-	-	-
	SB	0 - A	1 - A	1 - A		250	0	0	-	0
48th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	29 - C	4 - A	17 - B	-	-	180	350	40
	WB	23 - C	17 - B	-		300	120	100	-	-
	SB	17 - B	-	4 - A		400	140	140	400	80
48th St & Hwy 63 NB Ramps *(Stop Control)*	EB	6 - A	2 - A	-	7 - A	300	60	-	-	-
	WB	-	1 - A	16 - C		-	-	100	-	250
	NB	15 - C	-	4 - A		250	50	60	-	60
St Bridget Rd SE & 48th St SW/CR 47 *(Stop Control)*	EB	1 - A	0 - A	0 - A	1 - A	300	10	-	300	0
	WB	1 - A	0 - A	0 - A		250	10	0	-	-
	NB	5 - A	9 - A	1 - A		225	40	30	-	30
	SB	5 - A	8 - A	2 - A		-	50	50	-	40
CR 47 & CR 1 *(Roundabout)*	EB	4 - A	6 - A	-	4 - A	-	30	30	-	-
	WB	-	5 - A	2 - A		-	-	30	-	30
	SB	4 - A	2 - A	5 - A		-	20	-	-	20
CR 1 & US-52 EB Ramps *(Stop Control)*	EB	6 - A	-	2 - A	3 - A	350	70	70	-	40
	NB	-	1 - A	0 - A		-	-	-	215	0
	SB	1 - A	0 - A	-		115	20	-	-	-
CR 1 & US-52 WB Ramps *(Stop Control)*	WB	5 - A	-	2 - A	1 - A	175	30	30	-	30
	NB	3 - A	1 - A	-		175	40	-	-	-
	SB	-	0 - A	1 - A		-	-	-	300	0

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Table 9: Saturday PM Peak Hour – 2027 No-Build Capacity Analysis

Intersection	Approach	PM Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
		Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentil	95th Percentil	Storage	95th Percentil
40th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	16 - B	2 - A	11 - B	-	-	90	-	10
	WB	16 - B	15 - B	-		350	30	50	-	-
	SB	11 - B	13 - B	3 - A		300	120	120	300	50
40th St & Hwy 63 NB Ramps/Woodlake Drive *(Signalized)*	EB	16 - B	27 - C	4 - A	18 - B	350	70	150	-	-
	WB	20 - C	22 - C	5 - A		400	130	60	-	60
	NB	16 - B	14 - B	3 - A		275	40	30	275	20
	SB	14 - B	15 - B	2 - A		300	30	40	300	20
40th St & St Bridget Rd *(Stop Control)*	EB	-	4 - A	6 - A	6 - A	-	-	40	-	30
	WB	6 - A	3 - A	-		-	40	40	-	-
	NB	5 - A	1 - A	2 - A		-	60	-	-	10
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	9 - A	8 - A	2 - A	4 - A	325	70	20	-	20
	WB	7 - A	8 - A	3 - A		-	40	40	-	40
	NB	3 - A	1 - A	0 - A		325	20	-	-	-
	SB	4 - A	5 - A	4 - A		325	10	10	-	10
Maine Avenue & Orchid Road *(Stop Control)*	WB	-	-	-	0 - A	-	-	-	-	-
	NB	-	0 - A	-		-	-	-	-	-
	SB	-	0 - A	-		-	-	-	-	-
St Bridget Rd & 45th Street *(Stop Control)*	EB	3 - A	7 - A	1 - A	2 - A	100	40	20	-	40
	WB	3 - A	8 - A	2 - A		-	30	30	-	30
	NB	2 - A	2 - A	2 - A		250	10	-	-	-
	SB	0 - A	1 - A	1 - A		250	0	0	-	0
48th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	30 - C	4 - A	17 - B	-	-	170	350	40
	WB	22 - C	16 - B	-		300	110	100	-	-
	SB	16 - B	-	4 - A		400	130	130	400	70
48th St & Hwy 63 NB Ramps *(Stop Control)*	EB	6 - A	2 - A	-	4 - A	300	60	-	-	-
	WB	-	1 - A	8 - A		-	-	60	-	190
	NB	13 - B	-	4 - A		250	50	50	-	50
St Bridget Rd SE & 48th St SW/CR 47 *(Stop Control)*	EB	1 - A	0 - A	0 - A	1 - A	300	10	0	300	0
	WB	1 - A	0 - A	0 - A		250	10	-	-	0
	NB	4 - A	8 - A	2 - A		225	30	30	-	30
	SB	5 - A	8 - A	2 - A		-	50	50	-	40
CR 47 & CR 1 *(Roundabout)*	EB	4 - A	5 - A	-	4 - A	-	30	30	-	-
	WB	-	5 - A	2 - A		-	-	20	-	20
	SB	4 - A	1 - A	4 - A		-	20	-	-	20
CR 1 & US-52 EB Ramps *(Stop Control)*	EB	6 - A	-	2 - A	2 - A	350	60	60	-	40
	NB	-	1 - A	0 - A		-	-	-	-	-
	SB	1 - A	0 - A	-		115	10	-	-	-
CR 1 & US-52 WB Ramps *(Stop Control)*	WB	5 - A	-	1 - A	1 - A	175	30	30	-	20
	NB	3 - A	0 - A	-		175	40	-	-	-
	SB	-	0 - A	1 - A		-	-	-	300	10

As shown in **Tables 7-9** all intersections are expected to operate with LOS B or better during the Weekday PM, Saturday Midday, and Saturday PM peak hours. The northbound left-turn movement at the intersection of 48th St and Hwy 63 NB Ramps during the Weekday PM peak hour is expected to operate at LOS D. The 95th percentile queues indicate that all queues are expected to be contained

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within the existing storage. Future analysis results conclude that there are no future capacity or queueing concerns at the study intersections during the 2027 future year.

2032 No Build Operational Analysis

Tables 10-12 show the operations of the study intersection with 2032 no-build lane configurations and volumes.

Table 10: Weekday PM Peak Hour – 2032 No-Build Capacity Analysis

		PM Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
Intersection	Approach	Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentil	95th Percentil	Storage	95th Percentil
40th St & Hwy 63 SB Ramps (Signalized)	EB	-	17 - B	3 - A	13 - B	-	-	120	-	-
	WB	18 - B	14 - B	-		350	50	60	-	-
	SB	15 - B	15 - B	4 - A		300	170	170	300	70
40th St & Hwy 63 NB Ramps/Woodlake Drive (Signalized)	EB	18 - B	29 - C	5 - A	19 - B	350	110	220	-	-
	WB	23 - C	29 - C	7 - A		400	130	70	-	70
	NB	18 - B	18 - B	5 - A		275	50	40	275	30
	SB	18 - B	21 - C	3 - A		300	50	160	300	30
40th St & St Bridget Rd (Stop Control)	EB	-	4 - A	7 - A	7 - A	-	-	100	-	70
	WB	5 - A	5 - A	-		-	50	50	-	-
	NB	6 - A	-	1 - A		-	110	-	-	30
St Bridget Rd & Maine Avenue (Stop Control)	EB	11 - B	10 - B	3 - A	5 - A	325	70	20	-	30
	WB	7 - A	9 - A	3 - A		-	50	50	-	50
	NB	3 - A	1 - A	0 - A		325	10	-	-	-
	SB	4 - A	5 - A	4 - A		325	20	10	-	10
Maine Avenue & Orchid Road (Stop Control)	WB	-	-	-	0 - A	-	-	-	-	-
	NB	-	0 - A	-		-	-	-	-	-
	SB	-	0 - A	-		-	-	-	-	-
St Bridget Rd & 45th Street (Stop Control)	EB	4 - A	9 - A	2 - A	2 - A	100	40	30	-	50
	WB	5 - A	9 - A	2 - A		-	40	40	-	40
	NB	2 - A	1 - A	1 - A		250	10	-	-	-
	SB	1 - A	1 - A	2 - A		250	10	0	-	-
48th St & Hwy 63 SB Ramps (Signalized)	EB	-	34 - C	5 - A	21 - C	-	-	270	350	40
	WB	26 - C	15 - B	-		300	170	100	-	-
	SB	23 - C	19 - B	7 - A		400	160	160	400	100
48th St & Hwy 63 NB Ramps (Stop Control)	EB	10 - B	3 - A	-	8 - A	300	110	-	-	-
	WB	-	1 - A	18 - C		-	-	210	-	320
	NB	31 - D	29 - D	6 - A		250	80	60	-	60
St Bridget Rd SE & 48th St SW/CR 47 (Stop Control)	EB	2 - A	0 - A	1 - A	2 - A	300	20	-	300	10
	WB	3 - A	1 - A	0 - A		250	10	0	250	0
	NB	9 - A	11 - B	3 - A		225	50	30	-	30
	SB	9 - A	13 - B	3 - A		-	60	60	-	40
CR 47 & CR 1 (Roundabout)	EB	7 - A	10 - B	-	7 - A	-	60	60	-	-
	WB	-	6 - A	3 - A		-	-	40	-	40
	SB	8 - A	2 - A	8 - A		-	60	-	-	60
CR 1 & US-52 EB Ramps (Stop Control)	EB	15 - C	-	4 - A	6 - A	350	180	180	-	50
	NB	-	1 - A	0 - A		-	-	-	-	-
	SB	2 - A	1 - A	-		115	30	-	-	-
CR 1 & US-52 WB Ramps (Stop Control)	WB	10 - B	-	2 - A	1 - A	175	40	40	-	30
	NB	5 - A	1 - A	-		175	60	-	-	-
	SB	-	0 - A	1 - A		-	-	-	300	10

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Table 11: Saturday Midday Peak Hour – 2032 No-Build Capacity Analysis

		Mid-Day Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
Intersection	Approach	Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentil	95th Percentil	Storage	95th Percentil
40th St & Hwy 63 SB Ramps (Signalized)	EB	-	15 - B	2 - A	12 - B	-	-	90	-	-
	WB	16 - B	14 - B	-		350	30	60	-	-
	SB	13 - B	12 - B	4 - A		300	150	150	300	60
40th St & Hwy 63 NB Ramps/Woodlake Drive (Signalized)	EB	17 - B	29 - C	4 - A	20 - C	350	90	200	-	-
	WB	23 - C	24 - C	6 - A		400	150	70	-	70
	NB	16 - B	13 - B	4 - A		275	40	40	275	30
	SB	15 - B	18 - B	2 - A		300	30	60	300	20
40th St & St Bridget Rd (Stop Control)	EB	-	4 - A	7 - A	6 - A	-	-	40	-	50
	WB	-	5 - A	-		-	50	50	-	-
	NB	6 - A	-	2 - A		-	70	-	-	10
St Bridget Rd & Maine Avenue (Stop Control)	EB	9 - A	7 - A	2 - A	5 - A	325	80	20	-	10
	WB	6 - A	8 - A	3 - A		-	40	40	-	40
	NB	2 - A	1 - A	0 - A		325	10	-	-	-
	SB	4 - A	6 - A	5 - A		325	10	10	-	10
Maine Avenue & Orchid Road (Stop Control)	WB	-	-	-	0 - A	-	-	-	-	-
	NB	-	0 - A	-		-	-	-	-	-
	SB	-	0 - A	-		-	-	-	-	-
St Bridget Rd & 45th Street (Stop Control)	EB	3 - A	10 - B	2 - A	2 - A	100	40	10	-	40
	WB	3 - A	8 - A	2 - A		-	40	40	-	40
	NB	2 - A	1 - A	1 - A		250	10	-	-	-
	SB	1 - A	1 - A	1 - A		250	0	10	-	10
48th St & Hwy 63 SB Ramps (Signalized)	EB	-	31 - C	4 - A	19 - B	-	-	200	350	40
	WB	23 - C	17 - B	-		300	120	120	-	-
	SB	19 - B	-	5 - A		400	170	170	400	80
48th St & Hwy 63 NB Ramps (Stop Control)	EB	7 - A	3 - A	-	8 - A	300	70	0	-	-
	WB	-	1 - A	22 - C		-	-	200	-	350
	NB	20 - C	-	5 - A		250	60	60	-	60
St Bridget Rd SE & 48th St SW/CR 47 (Stop Control)	EB	1 - A	0 - A	0 - A	1 - A	300	10	-	300	10
	WB	2 - A	1 - A	0 - A		250	20	-	-	0
	NB	6 - A	9 - A	2 - A		225	50	30	-	30
	SB	5 - A	8 - A	2 - A		-	50	50	-	40
CR 47 & CR 1 (Roundabout)	EB	4 - A	6 - A	-	5 - A	-	30	30	-	-
	WB	-	6 - A	3 - A		-	-	30	-	30
	SB	5 - A	1 - A	5 - A		-	30	-	-	30
CR 1 & US-52 EB Ramps (Stop Control)	EB	6 - A	-	3 - A	3 - A	350	70	70	-	40
	NB	-	1 - A	0 - A		-	-	-	-	-
	SB	1 - A	0 - A	-		115	10	-	-	-
CR 1 & US-52 WB Ramps (Stop Control)	WB	5 - A	-	2 - A	1 - A	175	30	30	-	30
	NB	3 - A	1 - A	-		175	50	-	-	-
	SB	-	0 - A	1 - A		-	-	-	300	10

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Table 12: Saturday PM Peak Hour – 2032 No-Build Capacity Analysis

		PM Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
Intersection	Approach	Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentil	95th Percentil	Storage	95th Percentil
40th St & Hwy 63 SB Ramps (Signalized)	EB	-	16 - B	2 - A	11 - B	-	-	80	-	-
	WB	17 - B	14 - B	-		350	30	60	-	-
	SB	12 - B	16 - B	3 - A		300	140	140	300	50
40th St & Hwy 63 NB Ramps/Woodlake Drive (Signalized)	EB	16 - B	29 - C	4 - A	19 - B	350	60	170	-	-
	WB	21 - C	23 - C	5 - A		400	130	90	-	90
	NB	16 - B	17 - B	3 - A		275	40	20	275	20
	SB	16 - B	14 - B	2 - A		300	30	70	300	20
40th St & St Bridget Rd (Stop Control)	EB	-	4 - A	7 - A	6 - A	-	-	50	-	50
	WB	4 - A	4 - A	-		-	40	40	-	-
	NB	6 - A	-	2 - A		-	70	-	-	20
St Bridget Rd & Maine Avenue (Stop Control)	EB	9 - A	8 - A	2 - A	5 - A	325	70	20	-	20
	WB	6 - A	11 - B	3 - A		-	50	50	-	50
	NB	2 - A	1 - A	0 - A		325	10	0	-	-
	SB	4 - A	5 - A	4 - A		325	10	20	-	20
Maine Avenue & Orchid Road (Stop Control)	WB	-	-	-	0 - A	-	-	-	-	-
	NB	-	0 - A	-		-	-	-	-	-
	SB	-	0 - A	-		-	-	-	-	-
St Bridget Rd & 45th Street (Stop Control)	EB	4 - A	8 - A	2 - A	2 - A	100	40	20	-	40
	WB	3 - A	-	1 - A		-	20	20	-	20
	NB	2 - A	2 - A	2 - A		250	20	-	-	-
	SB	1 - A	1 - A	2 - A		250	0	10	-	10
48th St & Hwy 63 SB Ramps (Signalized)	EB	-	31 - C	4 - A	19 - B	-	-	200	350	30
	WB	22 - C	16 - B	-		300	160	120	-	-
	SB	18 - B	-	4 - A		400	160	160	400	90
48th St & Hwy 63 NB Ramps (Stop Control)	EB	6 - A	3 - A	-	5 - A	300	80	-	-	-
	WB	-	1 - A	10 - B		-	-	10	-	200
	NB	16 - C	-	4 - A		250	60	40	-	40
St Bridget Rd SE & 48th St SW/CR 47 (Stop Control)	EB	2 - A	0 - A	0 - A	1 - A	300	0	-	300	20
	WB	1 - A	0 - A	0 - A		250	10	-	-	-
	NB	5 - A	8 - A	2 - A		225	40	30	-	30
	SB	5 - A	7 - A	2 - A		-	40	40	-	50
CR 47 & CR 1 (Roundabout)	EB	4 - A	6 - A	-	4 - A	-	30	30	-	-
	WB	-	5 - A	2 - A		-	-	30	-	30
	SB	4 - A	1 - A	4 - A		-	10	-	-	10
CR 1 & US-52 EB Ramps (Stop Control)	EB	6 - A	-	2 - A	2 - A	350	70	70	-	30
	NB	-	1 - A	0 - A		-	-	-	-	-
	SB	1 - A	0 - A	-		115	10	-	-	-
CR 1 & US-52 WB Ramps (Stop Control)	WB	5 - A	-	1 - A	1 - A	175	30	30	-	30
	NB	3 - A	0 - A	-		175	40	-	-	-
	SB	-	0 - A	1 - A		-	-	-	300	10

As shown in **Tables 10-12** all intersections are expected to operate with LOS C or better during the Weekday PM, Saturday Midday, and Saturday PM peak hours. At the intersection of 48th St and Hwy 63 NB Ramps, during the Weekday PM peak hour, the northbound left-turn is expected to operate at LOS D. The 95th percentile queues indicate that all queues are expected to be contained within the existing

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storage. Future analysis results conclude that there are no future capacity or queueing concerns at the study intersections during the 2032 future year.

2043 No Build Operational Analysis

Tables 13-15 show the operations of the study intersection with 2042 no-build lane configurations and volumes.

Table 13: Weekday PM Peak Hour – 2042 No-Build Capacity Analysis

		PM Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
Intersection	Approach	Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentil	95th Percentil	Storage	95th Percentil
40th St & Hwy 63 SB Ramps (Signalized)	EB	-	19 - B	3 - A	15 - B	-	-	160	-	0
	WB	17 - B	14 - B	-		350	50	80	-	-
	SB	18 - B	20 - C	6 - A		300	230	230	300	90
40th St & Hwy 63 NB Ramps/Woodlake Drive (Signalized)	EB	17 - B	35 - D	5 - A	24 - C	350	140	280	-	-
	WB	27 - C	29 - C	11 - B		400	200	110	-	110
	NB	25 - C	26 - C	6 - A		275	70	80	275	40
	SB	24 - C	32 - C	4 - A		300	100	260	300	40
40th St & St Bridget Rd (Stop Control)	EB	-	5 - A	8 - A	8 - A	-	-	80	-	80
	WB	7 - A	6 - A	-		-	50	50	-	-
	NB	8 - A	-	2 - A		-	100	-	-	30
St Bridget Rd & Maine Avenue (Stop Control)	EB	14 - B	11 - B	3 - A	6 - A	325	100	30	-	30
	WB	8 - A	12 - B	4 - A		-	50	50	-	50
	NB	3 - A	1 - A	0 - A		325	20	0	-	0
	SB	5 - A	6 - A	5 - A		325	20	20	-	20
Maine Avenue & Orchid Road (Stop Control)	WB	-	-	-	0 - A	-	-	-	-	-
	NB	-	0 - A	-		-	-	-	-	-
	SB	-	0 - A	-		-	-	-	-	-
St Bridget Rd & 45th Street (Stop Control)	EB	5 - A	10 - B	2 - A	2 - A	100	40	30	-	40
	WB	5 - A	9 - A	2 - A		-	40	40	-	40
	NB	2 - A	1 - A	1 - A		250	20	0	-	-
	SB	1 - A	1 - A	2 - A		250	10	10	-	10
48th St & Hwy 63 SB Ramps (Signalized)	EB	-	38 - D	6 - A	27 - C	-	-	380	350	50
	WB	32 - C	15 - B	-		300	210	150	-	-
	SB	31 - C	34 - C	10 - B		400	260	260	400	150
48th St & Hwy 63 NB Ramps (Stop Control)	EB	20 - C	4 - A	-	13 - B	300	220	10	-	-
	WB	-	2 - A	18 - C		-	-	140	-	260
	NB	190 - F	29 - D	13 - B		250	200	150	-	150
St Bridget Rd SE & 48th St SW/CR 47 (Stop Control)	EB	2 - A	1 - A	1 - A	4 - A	300	30	0	300	20
	WB	3 - A	1 - A	0 - A		250	20	0	250	0
	NB	16 - C	12 - B	3 - A		225	110	40	-	40
	SB	13 - B	18 - C	4 - A		-	70	70	-	50
CR 47 & CR 1 (Roundabout)	EB	9 - A	11 - B	-	9 - A	-	90	90	-	-
	WB	-	7 - A	4 - A		-	-	60	-	60
	SB	10 - B	2 - A	10 - B		-	80	-	-	80
CR 1 & US-52 EB Ramps (Stop Control)	EB	31 - D	-	6 - A	11 - B	350	470	470	-	250
	NB	-	1 - A	0 - A		-	-	-	215	10
	SB	2 - A	1 - A	-		115	30	0	-	-
CR 1 & US-52 WB Ramps (Stop Control)	WB	17 - C	-	3 - A	2 - A	175	50	50	-	30
	NB	5 - A	1 - A	-		175	60	-	-	-
	SB	-	1 - A	1 - A		-	-	-	300	20

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Table 14: Saturday Midday Peak Hour – 2042 No-Build Capacity Analysis

Intersection	Approach	Mid-Day Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
		Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentil	95th Percentil	Storage	95th Percentil
40th St & Hwy 63 SB Ramps (Signalized)	EB	-	16 - B	3 - A	13 - B	-	-	100	-	-
	WB	16 - B	14 - B	-		350	40	70	-	-
	SB	14 - B	15 - B	5 - A		300	180	180	300	70
40th St & Hwy 63 NB Ramps/Woodlake Drive (Signalized)	EB	16 - B	35 - D	4 - A	24 - C	350	100	270	-	-
	WB	26 - C	25 - C	6 - A		400	220	80	-	80
	NB	21 - C	24 - C	6 - A		275	60	50	275	40
	SB	20 - C	25 - C	3 - A		300	50	80	300	30
40th St & St Bridget Rd (Stop Control)	EB	-	4 - A	8 - A	8 - A	-	-	60	-	70
	WB	5 - A	5 - A	-		-	50	50	-	-
	NB	7 - A	-	2 - A		-	80	-	-	30
St Bridget Rd & Maine Avenue (Stop Control)	EB	11 - B	10 - B	2 - A	6 - A	325	110	20	-	20
	WB	6 - A	11 - B	3 - A		-	50	50	-	50
	NB	3 - A	1 - A	0 - A		325	10	0	-	0
	SB	4 - A	6 - A	5 - A		325	10	20	-	20
Maine Avenue & Orchid Road (Stop Control)	WB	-	-	-	0 - A	-	-	-	-	-
	NB	-	0 - A	-		-	-	-	-	-
	SB	-	0 - A	-		-	-	-	-	-
St Bridget Rd & 45th Street (Stop Control)	EB	4 - A	8 - A	2 - A	2 - A	100	40	20	-	40
	WB	4 - A	8 - A	2 - A		-	40	40	-	40
	NB	2 - A	1 - A	1 - A		250	10	-	-	-
	SB	1 - A	1 - A	2 - A		-	-	10	-	10
48th St & Hwy 63 SB Ramps (Signalized)	EB	-	32 - C	5 - A	22 - C	-	-	280	350	40
	WB	25 - C	16 - B	-		300	150	140	-	-
	SB	24 - C	-	6 - A		400	230	230	400	80
48th St & Hwy 63 NB Ramps (Stop Control)	EB	9 - A	3 - A	-	14 - B	300	120	10	-	-
	WB	-	2 - A	49 - E		-	-	380	-	470
	NB	54 - F	-	6 - A		250	110	60	-	60
St Bridget Rd SE & 48th St SW/CR 47 (Stop Control)	EB	2 - A	0 - A	1 - A	2 - A	300	20	0	300	10
	WB	2 - A	1 - A	0 - A		250	10	0	250	0
	NB	8 - A	9 - A	2 - A		225	70	30	-	30
	SB	8 - A	8 - A	3 - A		-	50	50	-	50
CR 47 & CR 1 (Roundabout)	EB	5 - A	7 - A	-	5 - A	-	50	50	-	-
	WB	-	6 - A	3 - A		-	-	40	-	40
	SB	6 - A	1 - A	6 - A		-	50	-	-	50
CR 1 & US-52 EB Ramps (Stop Control)	EB	8 - A	-	3 - A	3 - A	350	80	80	-	40
	NB	-	1 - A	0 - A		-	-	-	215	0
	SB	2 - A	0 - A	-		115	20	-	-	-
CR 1 & US-52 WB Ramps (Stop Control)	WB	6 - A	-	2 - A	1 - A	175	30	30	-	30
	NB	3 - A	1 - A	-		175	50	-	-	-
	SB	-	0 - A	1 - A		-	-	-	300	10

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Table 15: Saturday PM Peak Hour – 2042 No-Build Capacity Analysis

Intersection	Approach	PM Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
		Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentil	95th Percentil	Storage	95th Percentil
40th St & Hwy 63 SB Ramps (Signalized)	EB	-	16 - B	3 - A	12 - B	-	-	120	-	-
	WB	18 - B	14 - B	-		350	40	70	-	-
	SB	14 - B	17 - B	4 - A		300	170	170	300	60
40th St & Hwy 63 NB Ramps/Woodlake Drive (Signalized)	EB	16 - B	32 - C	4 - A	22 - C	350	90	240	-	-
	WB	23 - C	22 - C	8 - A		400	210	80	-	80
	NB	21 - C	21 - C	5 - A		275	50	30	275	30
	SB	21 - C	22 - C	3 - A		300	40	70	300	20
40th St & St Bridget Rd (Stop Control)	EB	-	4 - A	8 - A	7 - A	-	-	60	-	60
	WB	5 - A	4 - A	-		-	40	40	-	-
	NB	7 - A	-	2 - A		-	90	-	-	30
St Bridget Rd & Maine Avenue (Stop Control)	EB	13 - B	9 - A	3 - A	6 - A	325	100	20	-	20
	WB	7 - A	12 - B	3 - A		-	40	40	-	40
	NB	3 - A	1 - A	0 - A		325	20	-	-	-
	SB	4 - A	6 - A	5 - A		325	20	20	-	20
Maine Avenue & Orchid Road (Stop Control)	WB	-	-	-	0 - A	-	-	-	-	-
	NB	-	0 - A	-		-	-	-	-	-
	SB	-	0 - A	-		-	-	-	-	-
St Bridget Rd & 45th Street (Stop Control)	EB	4 - A	8 - A	2 - A	2 - A	100	50	30	-	50
	WB	4 - A	8 - A	2 - A		-	30	30	-	30
	NB	2 - A	1 - A	1 - A		250	10	-	-	-
	SB	1 - A	1 - A	2 - A		-	0	0	-	0
48th St & Hwy 63 SB Ramps (Signalized)	EB	-	32 - C	5 - A	22 - C	-	-	250	350	30
	WB	24 - C	16 - B	-		300	140	150	-	-
	SB	24 - C	-	5 - A		400	210	210	400	80
48th St & Hwy 63 NB Ramps (Stop Control)	EB	10 - B	3 - A	-	6 - A	300	110	10	-	-
	WB	-	1 - A	14 - B		-	-	110	-	240
	NB	30 - D	-	5 - A		250	80	50	-	50
St Bridget Rd SE & 48th St SW/CR 47 (Stop Control)	EB	2 - A	0 - A	1 - A	2 - A	300	20	-	300	0
	WB	2 - A	1 - A	0 - A		250	10	-	-	-
	NB	8 - A	10 - B	2 - A		225	60	30	-	30
	SB	6 - A	7 - A	3 - A		-	50	50	-	50
CR 47 & CR 1 (Roundabout)	EB	5 - A	8 - A	-	5 - A	-	40	40	-	-
	WB	-	6 - A	3 - A		-	-	30	-	30
	SB	6 - A	1 - A	5 - A		-	40	-	-	40
CR 1 & US-52 EB Ramps (Stop Control)	EB	7 - A	-	3 - A	3 - A	350	70	70	-	40
	NB	-	1 - A	0 - A		-	-	-	-	-
	SB	1 - A	0 - A	-		115	10	0	-	-
CR 1 & US-52 WB Ramps (Stop Control)	WB	8 - A	-	1 - A	1 - A	175	30	30	-	30
	NB	4 - A	1 - A	-		175	50	-	-	-
	SB	-	0 - A	1 - A		-	-	-	300	10

As shown in **Tables 13-15** all intersections are expected to operate with LOS C or better during the Weekday PM, Saturday Midday, and Saturday PM peak hours. The following capacity and/or queueing concerns were noted from the analysis:

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48th St SW & Hwy 63 SB Ramps

- During the Weekday PM peak hour, the 95th percentile queues indicate that the eastbound through queue (380 feet) is expected to occasionally block the eastbound right-turn lane storage (350 feet).

48th St SW & Hwy 63 NB Ramps

- During the Weekday PM peak hour, the northbound left-turn movement is expected to operate at LOS F.
- During the Saturday Midday peak hour, the westbound right-turn movement is expected to operate at LOS E, and the northbound left-turn movement is expected to operate at LOS F.

CR 1 & US-52 EB Ramps

- During the Weekday PM peak hour, the 95th percentile queues indicate that the eastbound left turn queue (470 feet) is expected to occasionally extend beyond the turn lane storage (350 feet).

Future analysis results conclude that there are no future capacity or queueing concerns at the study intersections during the 2042 future year, except for the intersections outlined above.

Build Analysis

Trip Generation

In order to estimate the trip generation for the proposed RSRC, a combination of the Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition and 12th Edition) and rates developed from similar sites were utilized. The ITE Trip Generation Manual is an industry standard for estimating traffic volumes associated with various land uses. The 12th Edition became available after the initial trip generation was completed. The newest edition contains trip generation information for pickleball courts so the trip generation estimates for the pickleball courts were updated based on the latest available data.

Table 16 provides the current number of trips generated by the existing Maple Grove [MG] and Inver Grove Heights [IGH] sites based on the 2025 traffic count data.

Table 16: Trip Summary for Existing IGH and MG Sites

Location	Baseball Fields in Use	Saturday Entering (Midday) Peak		Saturday Exiting (PM) Peak		Saturday Daily	
		Entering	Exiting	Entering	Exiting	Entering	Exiting
Existing IGH Site	6 Fields	169	102	59	210	1,713	1,464
Existing MG Site	4 Fields	95	61	67	136	802	713

Trip data for the existing IGH and MG sites, shown in **Table 16,** was utilized to calculate a rate (per field) for the Saturday Daily and Saturday Entering/Exiting peak hours. **Table 17** provides the calculated trip generation rates for the existing IGH and MG sites. The average rates are shown in blue in **Table 17**.

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Table 17: Calculated Trip Generation Rates for Existing IGH and MG Sites

Location	Saturday Entering Peak Hour Rate		Saturday Exiting Peak Hour Rate		Saturday Daily Rate	
IGH Site	45.17 trips/field		44.83 trips/field		529.50 trips/field	
	Enter: 62%	Exit: 38%	Enter: 22%	Exit: 78%	Enter: 54%	Exit: 46%
MG Site	39.00 trips/field		50.75 trips/field		378.78 trips/field	
	Enter: 61%	Exit: 39%	Enter: 33%	Exit: 67%	Enter: 53%	Exit: 47%
Weighted Average (weighted per site trips)	42.91 trips/field		47.38 trips/field		480.82 trips/field	
	Enter: 62%	Exit: 38%	Enter: 27%	Exit: 73%	Enter: 54%	Exit: 46%

The following assumptions were made for each land use type to estimate Saturday and Weekday peak hour and daily trips for the proposed site:

- General Sports Complex
  - The trip generation for the ball fields were calculated based on the similar sites rates. The calculated rate for each ball field was assumed to be the same for the proposed multipurpose fields. Based on other amenities available at similar sites, the rates calculated were assumed to include the proposed playground, green space, and a basketball court. Therefore, a specific trip generation for those elements was not included.
  - The average rates, shown in blue in **Table 17** above, were utilized to calculate the Saturday Entering, Exiting, and Daily Rates.
  - In order to estimate weekday rates, the ratio of weekday and Saturday daily and peak hour rates for Land Use Code (LUC) 488 [Soccer Complex] from the ITE Trip Generation Manual was utilized.
- Pickleball Courts
  - To calculate the site trips for the pickleball courts, the 12th Edition ITE Trip Generation Manual was utilized since it contains LUC 489 [Pickleball Courts]. The new land use code provides rates for the Weekday Daily, Saturday Daily, Weekday PM, and Saturday peak hours.
- Fieldhouse
  - To calculate the site trips for the fieldhouse, LUC 495 [Recreational Community Center] was utilized. This land use code was used since it is the most similar in land use and average square footage, as compared to LUC 492 [Health/Fitness Club] and LUC 493 [Athletic Club]. In order to more accurately calculate Saturday usage for the development, Weekday rates were utilized for the Saturday PM peak hour and daily calculations.
- Commercial/Retail
  - Due to the unknown nature of the commercial development, general retail LUC 821 [Shopping Plaza] without a supermarket was utilized to calculate the commercial site trips.
  - 8,000 SF of commercial space was assumed per acre resulting in 112,000 SF analyzed.

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- Residential
  - Due to the unknown nature of the residential development, LUC 220 [Low-Rise Multifamily] was utilized to calculate the residential site trips. 100 units were assumed based on the developable area available.

Refer to **Table 18** for more information on the rates utilized for the Weekday and Saturday peak hours and daily totals. The values shown in black were pulled directly for the ITE Trip Generation Manual, the values in red were calculated, and the values in blue were pulled from **Table 17**.

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Table 18: Trip Generation Rates for Each Land Use

Land Use	Weekday Daily Rate	Saturday Daily Rate	Weekday PM Peak Hour Rate	Saturday Exiting (PM) Peak Hour Rate	Saturday Entering (Mid-Day) Peak Hour Rate
LUC 488 – Soccer Complex	71.33	404.88	16.43	37.48	N/A
	Saturday-Weekday ratio: 5.68 *[404.88/71.33]*		Saturday-Weekday ratio: 2.28 *[37.48/16.43]*		N/A
IGH/MG Similar Site Rates [calculated in Table 3]	84.65* Enter: 54% Exit: 46%	**480.82** Enter: 54% Exit: 46%	20.78* Enter: 27% Exit: 73%	**47.38** Enter: 27% Exit: 73%	**42.91** Enter: 62% Exit: 38%
	5.68 Ratio applied to calculate Weekday Daily Rate **[480.82/5.68]* Assumed same enter/exit split for Weekday as was calculated for Saturday daily traffic		2.28 Ratio applied to calculate Weekday Peak Hour Rates **[47.38/2.28]* Assumed same enter/exit split for Weekday PM as was calculated for Saturday PM traffic		Saturday Midday - Saturday PM ratio: 0.906
LUC 489 – Pickleball Courts	39.22 Enter: 50% Exit: 50%	52.81 Enter: 50% Exit: 50%	4.39 Enter: 61% Exit: 39%	7.67 Enter: 55% Exit: 45%	6.95* Enter: 62% Exit: 38%
	--			0.906 Ratio applied to calculate Saturday Midday Peak Hour Rates **[7.67*0.906]* Assumed same enter/exit split for Saturday Mid-Day as was calculated for similar sites	
LUC 495 – Recreation Community Center	28.82 Enter: 50% Exit: 50%	2.50 Enter: 47% Exit: 53%	28.82 Enter: 50% Exit: 50%	2.50 Enter: 47% Exit: 53%	2.27 Enter: 54% Exit: 46%
	To account for Saturday events at the Fieldhouse, the Weekday Daily and PM peak hour rate were assumed for the Saturday Daily and PM peak hour.			0.906 Ratio applied to calculate Saturday Midday Peak Hour Rates **[2.50*0.906]* Assumed same enter/exit split from Saturday peak hour data in the ITE Manual	
LUC 821 – Shopping Plaza (no supermarket)	67.52 Enter: 50% Exit: 50%	81.07 Enter: 50% Exit: 50%	5.19 Enter: 49% Exit: 51%	6.22 Enter: 52% Exit: 48%	5.63 Enter: 52% Exit: 48%
	--			0.906 Ratio applied to calculate Saturday Midday Peak Hour Rates **[6.22*0.906]* Assumed same enter/exit split from Saturday peak hour data in the ITE Manual	
LUC 220 – Low-Rise Multifamily	6.74 Enter: 50% Exit: 50%	4.55 Enter: 50% Exit: 50%	0.51 Enter: 63% Exit: 37%	0.41 Enter: 63% Exit: 37%	0.37 Enter: 63% Exit: 37%
	--			0.906 Ratio applied to calculate Saturday Midday Peak Hour Rates **[0.41*0.906]* Assumed same enter/exit split from Saturday peak hour data in the ITE Manual	

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The rates shown in **Table 18** were applied to each land use and intensity to estimate the Saturday and Weekday trip generations. Refer to **Table 19** for the Saturday Trip Generation and **Table 20** for the Weekday Trip Generation.

A portion of the commercial development trips are assumed to be pass-by trips. Pass-by trips are trips that are already on the adjacent roadway system for a different purpose that stop at a new land use on their way to a different ultimate destination. Therefore, these trips do not add new traffic to the adjacent street system. The Trip Generation Handbook (3rd Edition) does not have a recommended pass-by percentage for LUC 821, however, the average pass-by trip based on several studies for LUC 820 – Shopping Center is 34% which was assumed for this analysis.

Table 19: Saturday Trip Generation

Phase	Land Use	Intensity	Saturday Entering (Mid-Day) Peak Hour Trips		Saturday Exiting (PM) Peak Hour Trips		Saturday Daily Trips	
			Enter	Exit	Enter	Exit	Enter	Exit
Phase 1 – 2027	Sports Complex – Sports Fields	10 Fields	265	164	127	347	2,577	2,231
	Pickleball Courts – LUC 489	12 Courts	51	32	51	41	317	317
	Phase 1 Build Total Trips		**316**	**196**	**178**	**388**	**2,894**	**2,548**
Phase 2 – 2032	Sports Complex – Sports Fields	2 Fields	53	33	25	70	516	446
	Fieldhouse – LUC 495	154,500 SF	189	161	181	205	2,227	2,227
	Shopping Plaza – LUC 821	112,000 SF	329	303	363	335	4,540	4,540
	Commercial Pass-By Trips		*112*	*103*	*123*	*114*	*1544*	*1544*
	Commercial New Trips		*217*	*200*	*240*	*221*	*2,996*	*2,996*
	Phase 2 Build Total Trips		**571**	**497**	**569**	**610**	**7,283**	**7,213**
Phase 3 – 2042	Multifamily – LUC 220	100 units	24	14	26	16	228	228
Total Site Trips			**911**	**707**	**773**	**1,014**	**10,405**	**9,989**

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Table 20: Weekday Trip Generation

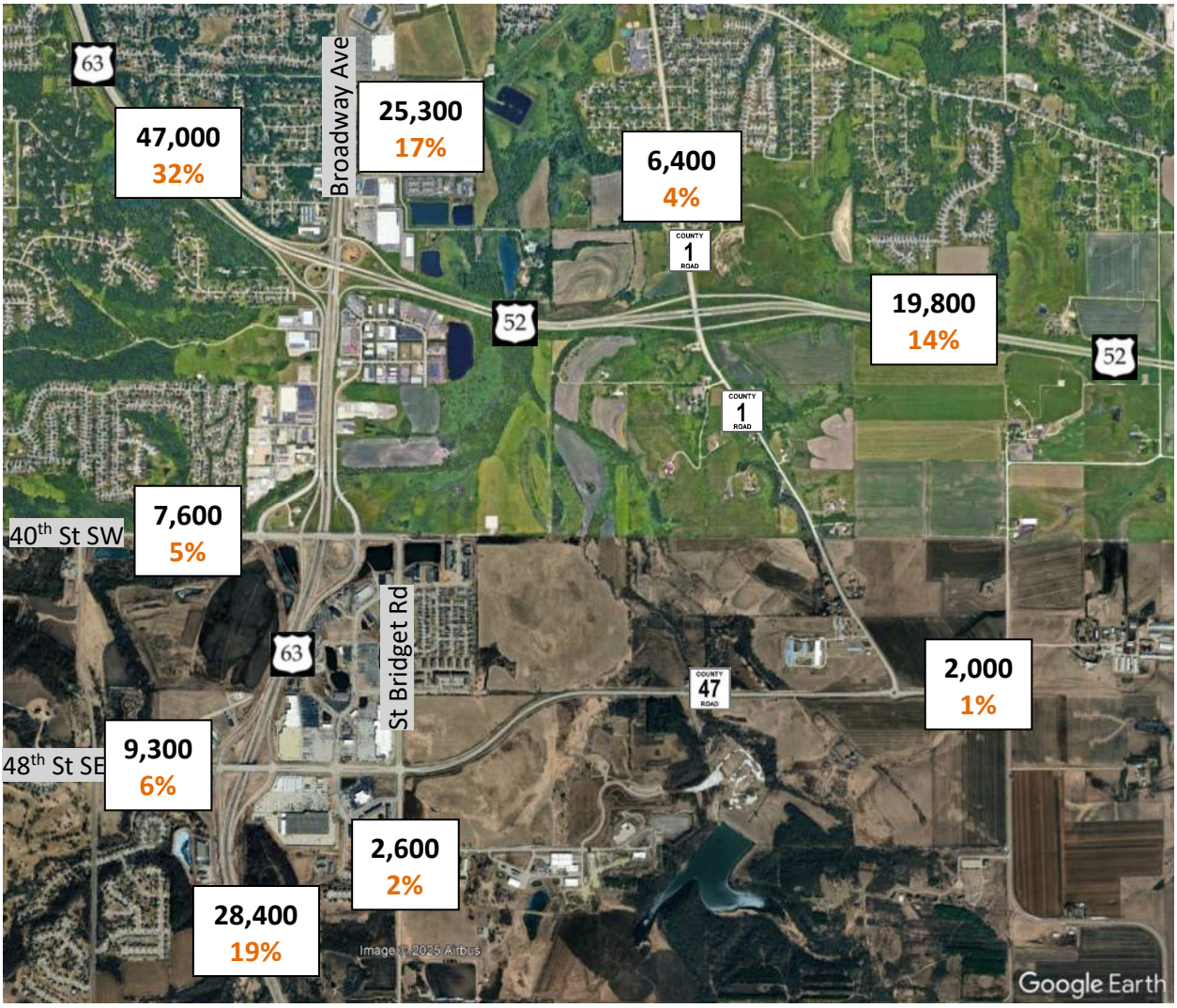
Phase	Land Use	Intensity	Weekday PM Peak Hour Trips		Weekday Daily Trips	
			Enter	Exit	Enter	Exit
Phase 1 – 2027	Sports Complex – Sports Fields	10 Fields	56	152	454	393
	Pickleball Courts – LUC 489	12 Courts	32	21	236	236
	Phase 1 Build Total Trips		**88**	**173**	**690**	**629**
Phase 2 – 2032	Sports Complex – Sports Fields	2 Fields	11	31	91	78
	Fieldhouse – LUC 495	154,500 SF	181	205	2,227	2,227
	Shopping Plaza – LUC 821	112,000 SF	285	297	3,781	3,781
	Commercial Pass-By Trips		*97*	*101*	*1,286*	*1,286*
	Commercial New Trips		*188*	*196*	*2,495*	*2,495*
	Phase 2 Build Total Trips		**477**	**533**	**6,099**	**6,086**
Phase 3 – 2042	Multifamily – LUC 220	100 units	33	19	337	337
Total Site Trips			**598**	**725**	**7,126**	**7,052**

Trip Distribution

Trip distribution percentages used in assigning site traffic for this development will be estimated based on a combination of existing traffic patterns, land use in the existing project area, and engineering judgment. **Figure 2** shows the latest annual average daily traffic (AADT) according to the MnDOT Traffic Mapping Application and the recommended percentage breakdown based on the AADT data. The one exception is the traffic volumes along St Bridget Rd south of CR 47. The 2,600 daily volume was estimated from the weekday collected at the intersection since the nearest count on the MnDOT Traffic Mapping Application is nearly 2 miles south of the intersection.

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Figure 2: Trip Distribution



Google Maps Courtesy

The trip distribution in **Figure 2** shows the breakdown of where trips were assumed to come from and be destined for after visiting the proposed development. With the largely built out commercial/retail area west of St Bridget Rd between 48th St SE and 40th St SW, 5% of the total development traffic from the north and 5% of the development traffic from the south were assumed to stop at the commercial area on their way to and from the proposed development.

The existing site layout shows access to the proposed site off 45th St and CSAH 47 with an east-west roadway and north-south roadway providing access to parking lots within the site. Site access recommendations are currently undetermined. Access options will be evaluated, and recommendations will be made based on this traffic study.

On the north side of the proposed site, 40th St SW is planned to have a roadway extension between St Bridget Rd and CSAH 1, but the alignment of the future extension and construction year is unknown. Currently, 40th St SW east of St Bridget Rd functions as a long driveway providing access to the "Preserve

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on Maine" development. While the proposed north-south roadway within the proposed site could connect to the future 40th St SW extension, it is likely that major roadway upgrades would be needed to have the site access off 40th St and any roadway upgrades would likely need to be reconstructed whenever the 40th St connection is constructed.

The initial access scenario will evaluate a single site access. Two locations were considered for a single access: 45th St SE and 40th St SW. An access to the Sports Complex off Orchid Rd SE is not recommended for the reasons listed below:

- Based on the current layout of the site, an access off Orchid Rd SE would result in traffic cutting through the two ball fields areas, the proposed concessions/restrooms, and a playground area. This is a safety concern as traffic would be in conflict with the main area patrons will be walking through the site
- The Maine Ave SE roadway has tight curves and several access points. The Garden Ct SE access off Maine Ave SE is located approximately 125 ft from St Bridget Rd, leaving minimal queue storage before this access is blocked.

While access to the Sports Complex is not recommended off Orchid Rd, the future residential portion of the site in Phase 3 is proposed to have access via Orchid Rd. However, there is no proposed connection between the future residential and the Sports Complex so this connection would only serve the residential development added in Phase 3 of the project.

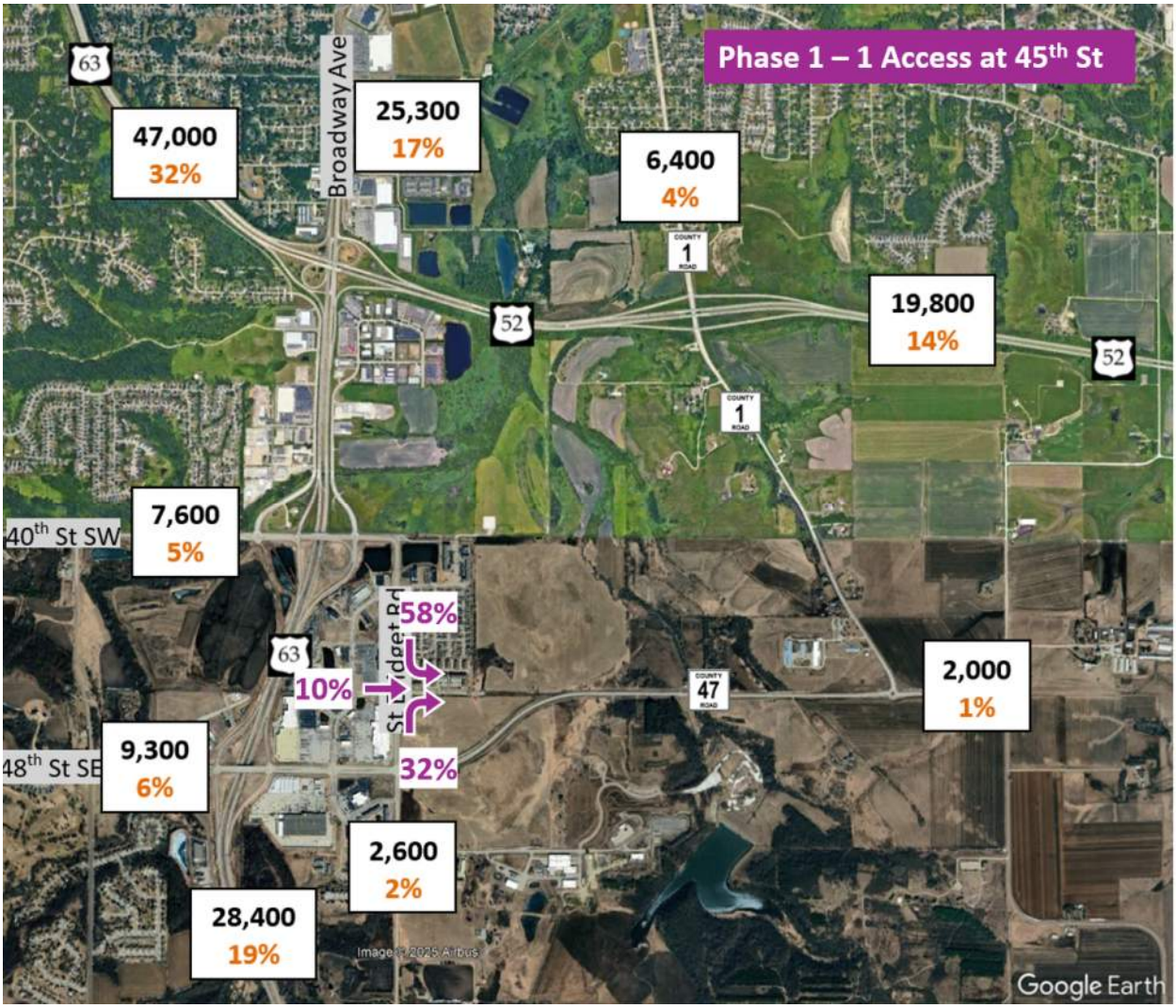
2027 (Phase 1) Build Operational Analysis – *45th St Access*

The trip distribution by driveway access is shown in **Figure 3** for Phase 1 of the proposed development with a single access at 45th St. Trip distance and estimate travel time were used to determine the route vehicles will take to enter and exit the site.

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Figure 3: Phase 1 Trip Distribution – Single Access at 45th St



The 32% of vehicles assumed to make a northbound right at St Bridget Rd and 45th St include vehicles from 48th St SE (6%), Hwy 63 to the south (19%) minus 5% which are assumed to stop at the shopping area west of St Bridget Rd, St Bridget Rd to the south (2%), CR 1 to the east (1%), half of the vehicles from CR 1 north of Hwy 52 (2%), and half of the vehicles from Hwy 52 east of CR Rd 1 (7%). The 58% of vehicles assumed to make a southbound left at St Bridget Rd and 45th St include vehicles from 40th St (5%), Hwy 63 to the north (32%) minus 5% which are assumed to stop at the shopping area west of St Bridget Rd, Broadway Ave (17%), half of the vehicles from CR 1 north of Hwy 52 (2%), and half of the vehicles from Hwy 52 east of CR Rd 1 (7%).

Vehicles exiting the site were assumed to follow the same path they used to enter but in reverse.

Tables 21-23 show the operations of the study intersection with 2027 (Phase 1) build volumes and the existing roadway geometry and traffic control with all development traffic accessing the site at 45th St SE.

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Table 21: Weekday PM Peak Hour – 2027 (Phase 1) Build Capacity Analysis

Intersection	Approach	PM Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
		Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentil	95th Percentil	Storage	95th Percentil
40th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	17 - B	3 - A	13 - B	-	-	120	-	-
	WB	16 - B	14 - B	-		350	40	70	-	-
	SB	14 - B	15 - B	4 - A		300	170	170	300	70
40th St & Hwy 63 NB Ramps/Woodlake Drive *(Signalized)*	EB	16 - B	28 - C	4 - A	18 - B	350	110	200	-	-
	WB	22 - C	23 - C	8 - A		400	120	120	-	120
	NB	17 - B	17 - B	4 - A		275	50	50	275	30
	SB	16 - B	19 - B	3 - A		300	50	130	300	30
40th St & St Bridget Rd *(Stop Control)*	EB	-	5 - A	7 - A	7 - A	-	-	50	-	50
	WB	4 - A	5 - A	-		-	50	50	-	-
	NB	7 - A	1 - A	2 - A		-	90	-	-	30
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	13 - B	12 - B	2 - A	5 - A	325	80	20	-	30
	WB	8 - A	12 - B	3 - A		-	40	40	-	40
	NB	4 - A	1 - A	0 - A		325	20	-	-	-
	SB	5 - A	5 - A	4 - A		325	20	10	-	10
Maine Avenue & Orchid Road *(Stop Control)*	WB	-	-	-	0 - A	-	-	-	-	-
	NB	-	0 - A	-		-	-	-	-	-
	SB	-	0 - A	-		-	-	-	-	-
St Bridget Rd & 45th Street *(Stop Control)*	EB	5 - A	9 - A	2 - A	3 - A	120	40	40	-	40
	WB	8 - A	11 - B	4 - A		-	80	80	-	80
	NB	2 - A	2 - A	1 - A		250	10	10	-	10
	SB	2 - A	1 - A	2 - A		250	20	10	-	10
48th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	34 - C	6 - A	20 - C	-	-	250	350	50
	WB	26 - C	16 - B	-		300	170	100	-	-
	SB	21 - C	25 - C	6 - A		400	160	160	400	110
48th St & Hwy 63 NB Ramps *(Stop Control)*	EB	9 - A	3 - A	-	6 - A	300	100	10	-	-
	WB	-	1 - A	14 - B		-	-	100	-	260
	NB	23 - C	17 - C	5 - A		250	60	60	-	60
St Bridget Rd SE & 48th St SW/CR 47 *(Stop Control)*	EB	2 - A	0 - A	0 - A	2 - A	300	20	-	300	10
	WB	2 - A	1 - A	0 - A		250	20	10	-	10
	NB	8 - A	10 - B	2 - A		225	50	30	-	30
	SB	8 - A	12 - B	3 - A		-	70	70	-	50
CR 47 & CR 1 *(Roundabout)*	EB	7 - A	9 - A	-	7 - A	-	60	60	-	-
	WB	-	6 - A	3 - A		-	-	40	-	40
	SB	8 - A	2 - A	8 - A		-	50	-	-	50
CR 1 & US-52 EB Ramps *(Stop Control)*	EB	13 - B	10 - B	4 - A	5 - A	350	170	170	-	70
	NB	-	1 - A	0 - A		-	-	-	215	0
	SB	2 - A	1 - A	-		115	30	0	-	-
CR 1 & US-52 WB Ramps *(Stop Control)*	WB	9 - A	14 - B	2 - A	1 - A	175	40	40	-	30
	NB	4 - A	1 - A	-		175	50	-	-	-
	SB	-	0 - A	1 - A		-	-	0	300	10

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Table 22: Saturday Midday Peak Hour – 2027 (Phase 1) Build Capacity Analysis

Intersection	Approach	Mid-Day Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
		Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentil	95th Percentil	Storage	95th Percentil
40th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	15 - B	2 - A	12 - B	-	-	90	-	-
	WB	16 - B	14 - B	-		350	30	60	-	-
	SB	14 - B	18 - B	4 - A		300	200	200	300	50
40th St & Hwy 63 NB Ramps/Woodlake Drive *(Signalized)*	EB	16 - B	30 - C	4 - A	20 - C	350	90	240	-	-
	WB	24 - C	20 - C	6 - A		400	140	100	-	100
	NB	20 - C	18 - B	6 - A		275	40	30	275	20
	SB	18 - B	20 - C	2 - A		300	30	70	300	30
40th St & St Bridget Rd *(Stop Control)*	EB	-	5 - A	9 - A	8 - A	-	-	70	-	90
	WB	3 - A	5 - A	-		-	40	40	-	-
	NB	7 - A	0 - A	2 - A		-	80	-	-	30
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	15 - C	12 - B	3 - A	5 - A	325	100	20	-	20
	WB	10 - B	13 - B	3 - A		-	40	40	-	40
	NB	5 - A	1 - A	0 - A		325	10	0	-	0
	SB	5 - A	4 - A	4 - A		325	10	10	-	10
Maine Avenue & Orchid Road *(Stop Control)*	WB	-	-	-	0 - A	-	-	-	-	-
	NB	-	0 - A	-		-	-	-	-	-
	SB	-	0 - A	-		-	-	-	-	-
St Bridget Rd & 45th Street *(Stop Control)*	EB	7 - A	12 - B	2 - A	8 - A	120	40	50	-	40
	WB	29 - D	28 - D	20 - C		-	260	260	-	260
	NB	2 - A	1 - A	1 - A		250	10	10	-	10
	SB	3 - A	1 - A	2 - A		250	60	0	-	0
48th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	31 - C	5 - A	19 - B	-	-	200	350	40
	WB	23 - C	16 - B	-		300	130	100	-	-
	SB	18 - B	-	5 - A		400	180	180	400	70
48th St & Hwy 63 NB Ramps *(Stop Control)*	EB	6 - A	3 - A	-	6 - A	300	70	10	-	-
	WB	-	1 - A	14 - B		-	-	100	-	260
	NB	16 - C	-	6 - A		250	60	70	-	70
St Bridget Rd SE & 48th St SW/CR 47 *(Stop Control)*	EB	2 - A	0 - A	0 - A	2 - A	300	30	-	300	10
	WB	1 - A	1 - A	0 - A		250	10	0	250	10
	NB	7 - A	10 - B	1 - A		225	40	30	-	30
	SB	7 - A	7 - A	3 - A		-	60	60	-	40
CR 47 & CR 1 *(Roundabout)*	EB	5 - A	6 - A	-	4 - A	-	30	30	-	-
	WB	-	5 - A	2 - A		-	-	30	-	30
	SB	5 - A	1 - A	5 - A		-	30	-	-	30
CR 1 & US-52 EB Ramps *(Stop Control)*	EB	7 - A	-	3 - A	3 - A	350	70	70	-	40
	NB	-	1 - A	0 - A		-	-	-	-	-
	SB	1 - A	0 - A	-		115	20	-	-	-
CR 1 & US-52 WB Ramps *(Stop Control)*	WB	6 - A	-	2 - A	1 - A	175	30	30	-	20
	NB	3 - A	1 - A	-		175	40	-	-	-
	SB	-	0 - A	1 - A		-	-	-	300	10

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Table 23: Saturday PM Peak Hour – 2027 (Phase 1) Build Capacity Analysis

Intersection	Approach	PM Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
		Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentil	95th Percentil	Storage	95th Percentil
40th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	16 - B	3 - A	12 - B	-	-	110	-	-
	WB	17 - B	15 - B	-		350	50	70	-	-
	SB	12 - B	11 - B	4 - A		300	190	190	300	70
40th St & Hwy 63 NB Ramps/Woodlake Drive *(Signalized)*	EB	15 - B	26 - C	4 - A	16 - B	350	80	190	-	-
	WB	21 - C	14 - B	7 - A		400	130	150	-	150
	NB	16 - B	14 - B	4 - A		275	40	30	275	20
	SB	17 - B	15 - B	2 - A		300	30	40	300	20
40th St & St Bridget Rd *(Stop Control)*	EB	-	4 - A	7 - A	8 - A	-	-	50	-	60
	WB	6 - A	3 - A	-		-	40	40	-	-
	NB	8 - A	1 - A	2 - A		-	100	-	-	40
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	18 - C	13 - B	3 - A	4 - A	325	90	20	-	20
	WB	11 - B	14 - B	3 - A		-	40	40	-	40
	NB	4 - A	1 - A	0 - A		325	10	-	-	-
	SB	6 - A	4 - A	4 - A		325	20	10	-	10
Maine Avenue & Orchid Road *(Stop Control)*	WB	-	-	-	0 - A	-	-	-	-	-
	NB	-	0 - A	-		-	-	-	-	-
	SB	-	0 - A	-		-	-	-	-	-
St Bridget Rd & 45th Street *(Stop Control)*	EB	6 - A	10 - B	2 - A	10 - B	120	50	40	-	40
	WB	22 - C	24 - C	18 - C		-	250	150	-	250
	NB	2 - A	2 - A	2 - A		250	10	10	-	10
	SB	2 - A	1 - A	1 - A		250	40	0	-	0
48th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	32 - C	5 - A	19 - B	-	-	190	350	40
	WB	22 - C	16 - B	-		300	160	100	-	-
	SB	19 - B	-	4 - A		400	100	130	400	70
48th St & Hwy 63 NB Ramps *(Stop Control)*	EB	7 - A	3 - A	-	4 - A	300	60	-	-	-
	WB	-	1 - A	9 - A		-	-	60	-	190
	NB	16 - C	-	4 - A		250	60	50	-	50
St Bridget Rd SE & 48th St SW/CR 47 *(Stop Control)*	EB	2 - A	0 - A	0 - A	2 - A	300	20	0	300	0
	WB	1 - A	1 - A	0 - A		250	10	0	250	10
	NB	6 - A	10 - B	3 - A		225	40	30	-	30
	SB	7 - A	6 - A	3 - A		-	60	60	-	50
CR 47 & CR 1 *(Roundabout)*	EB	5 - A	6 - A	-	4 - A	-	30	40	-	-
	WB	-	5 - A	2 - A		-	-	30	-	30
	SB	4 - A	1 - A	5 - A		-	30	-	-	30
CR 1 & US-52 EB Ramps *(Stop Control)*	EB	6 - A	-	2 - A	2 - A	350	60	60	-	40
	NB	-	1 - A	0 - A		-	-	-	215	0
	SB	2 - A	0 - A	-		115	10	-	-	-
CR 1 & US-52 WB Ramps *(Stop Control)*	WB	5 - A	-	1 - A	1 - A	175	30	30	-	20
	NB	3 - A	0 - A	-		175	40	-	-	-
	SB	-	0 - A	1 - A		-	-	10	300	10

As shown in **Tables 21-23** all intersections are expected to operate with LOS B or better during the Weekday PM, Saturday Midday, and Saturday PM peak hours. The 95th percentile queues indicate that all queues are expected to be contained within the existing storage. Build analysis results conclude that there are no future capacity or queueing concerns at the study intersections during the 2027 build year

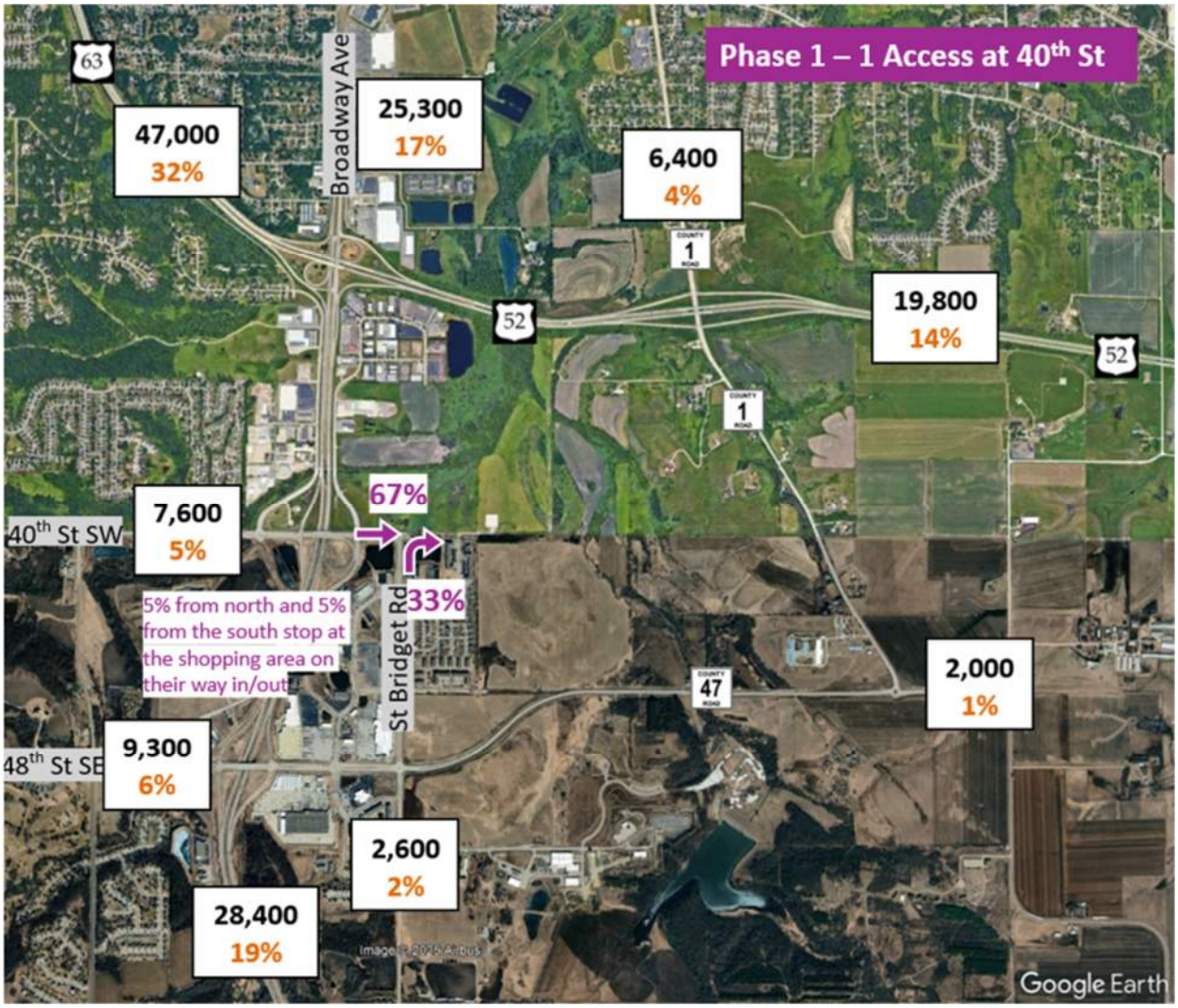
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with one access at 45th St SE. However, it should be noted that the operational results are reflective of the average vehicle delay throughout the entire peak hour. While the operational analysis shows acceptable operations for the overall hour there will be times after games are completed where a significant portion of traffic will be exiting at the same time. When this happens delays and queues will be longer, therefore, westbound left and right turn lanes are recommended at the intersection of 45th St at St Bridget Rd if a single access is ultimately recommended at 45th St. This would result in the westbound approach matching the eastbound intersection approach and will allow westbound right traffic to get around westbound left and through traffic improving traffic operations. The forecasted 2027 Build (Phase 1) Weekday and Saturday peak hour turning movement counts with a single access at 45th St are shown in **Appendix B.**

2027 (Phase 1) Build Operational Analysis – *40th St Access*

The trip distribution by driveway access is shown in **Figure 4** for Phase 1 of the proposed development with a single access at 40th St. Trip distance and estimate travel time were used to determine the route vehicles will take to enter and exit the site.

Figure 4: Phase 1 Trip Distribution – Single Access at 40th St



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The 33% of vehicles assumed to make a northbound right at St Bridget Rd and 40th St include vehicles from 48th St SE (6%), Hwy 63 to the south (19%), St Bridget Rd to the south (2%), CR 1 to the east (1%), and Hwy 63 to the north (5%) which is assumed to stop at the shopping center on their way in/out of the development. The 67% of vehicles assumed to make an eastbound through at St Bridget Rd and 40th St include vehicles from 40th St (5%), Hwy 63 to the north (32%) minus 5% which are assumed to stop at the shopping area west of St Bridget Rd, Broadway Ave (17%), CR 1 north of Hwy 52 (4%), and Hwy 52 east of CR Rd 1 (14%).

Vehicles exiting the site were assumed to follow the same path they used to enter but in reverse.

Tables 24-26 show the operations of the study intersection with 2027 (Phase 1) build volumes and the existing roadway geometry and traffic control with all development traffic accessing the site at 40th St SW. The one exception is with an official access at 40th St, the traffic control at the intersection of 40th St and St Bridget Rd was assumed to be modified such that the east and west approaches were assumed to be free and the northbound approach was assumed to remain stop controlled. Currently both the northbound and westbound approaches are stop controlled.

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Table 24: Weekday PM Peak Hour – 2027 (Phase 1) Build Capacity Analysis

		PM Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
Intersection	Approach	Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentile	95th Percentile	Storage	95th Percentile
40th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	17 - B	3 - A	12 - B	-	-	110	-	-
	WB	17 - B	15 - B	-		350	40	70	-	-
	SB	14 - B	15 - B	4 - A		260	170	170	260	60
40th St & Hwy 63 NB Ramps/Woodlake Drive *(Signalized)*	EB	18 - B	27 - C	4 - A	17 - B	350	110	190	-	-
	WB	20 - C	26 - C	7 - A		400	120	110	-	110
	NB	16 - B	15 - B	4 - A		275	60	50	275	30
	SB	16 - B	18 - B	3 - A		250	50	120	250	30
40th St & St Bridget Rd *(Stop Control)*	EB	-	5 - A	7 - A	6 - A	-	-	60	-	50
	WB	2 - A	0 - A	-		-	40	40	-	-
	NB	10 - B	-	2 - A		-	100	-	-	50
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	11 - B	9 - A	2 - A	5 - A	325	70	20	-	30
	WB	8 - A	10 - B	3 - A		-	40	40	-	40
	NB	3 - A	1 - A	0 - A		325	20	-	-	-
	SB	4 - A	5 - A	4 - A		325	20	20	-	20
Maine Avenue & Orchid Road *(Stop Control)*	WB	-	-	-	0 - A	-	-	-	-	-
	NB	-	0 - A	-		-	-	-	-	-
	SB	-	0 - A	-		-	-	-	-	-
St Bridget Rd & 45th Street *(Stop Control)*	EB	4 - A	9 - A	2 - A	2 - A	100	40	20	-	50
	WB	3 - A	9 - A	1 - A		-	40	40	-	40
	NB	2 - A	1 - A	1 - A		250	20	0	-	0
	SB	1 - A	1 - A	1 - A		250	10	10	-	10
48th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	34 - C	5 - A	20 - C	-	-	230	310	50
	WB	25 - C	15 - B	-		300	170	100	-	-
	SB	22 - C	17 - B	7 - A		400	160	160	400	120
48th St & Hwy 63 NB Ramps *(Stop Control)*	EB	8 - A	3 - A	-	7 - A	300	100	-	-	-
	WB	-	1 - A	16 - C		-	-	100	-	250
	NB	28 - D	-	5 - A		250	70	60	-	60
St Bridget Rd SE & 48th St SW/CR 47 *(Stop Control)*	EB	2 - A	0 - A	0 - A	2 - A	300	20	0	300	10
	WB	2 - A	1 - A	0 - A		250	20	0	-	-
	NB	7 - A	10 - B	2 - A		225	40	30	-	30
	SB	9 - A	12 - B	3 - A		-	70	70	-	50
CR 47 & CR 1 *(Roundabout)*	EB	7 - A	10 - B	-	7 - A	-	60	60	-	-
	WB	-	6 - A	3 - A		-	-	40	-	40
	SB	7 - A	2 - A	7 - A		-	40	-	-	40
CR 1 & US-52 EB Ramps *(Stop Control)*	EB	12 - B	19 - C	4 - A	5 - A	-	120	120	300	50
	NB	-	1 - A	0 - A		-	-	-	-	-
	SB	2 - A	1 - A	-		115	30	-	-	-
CR 1 & US-52 WB Ramps *(Stop Control)*	WB	8 - A	14 - B	2 - A	1 - A	-	40	40	300	30
	NB	4 - A	1 - A	-		125	50	-	-	-
	SB	-	0 - A	1 - A		-	-	-	300	10

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Table 25: Saturday Midday Peak Hour – 2027 (Phase 1) Build Capacity Analysis

		Mid-Day Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
Intersection	Approach	Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentile	95th Percentile	Storage	95th Percentile
40th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	16 - B	2 - A	12 - B	-	-	70	-	-
	WB	18 - B	14 - B	-		350	30	60	-	-
	SB	13 - B	19 - B	4 - A		260	170	170	260	50
40th St & Hwy 63 NB Ramps/Woodlake Drive *(Signalized)*	EB	15 - B	25 - C	4 - A	17 - B	350	80	210	-	-
	WB	20 - C	14 - B	5 - A		400	130	90	-	90
	NB	17 - B	15 - B	4 - A		275	50	30	275	30
	SB	16 - B	17 - B	2 - A		250	30	50	250	30
40th St & St Bridget Rd *(Stop Control)*	EB	-	5 - A	6 - A	7 - A	-	-	50	-	30
	WB	5 - A	1 - A	-		-	70	70	-	-
	NB	16 - C	1 - A	10 - B		-	140	-	-	100
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	11 - B	9 - A	2 - A	5 - A	325	100	20	-	20
	WB	7 - A	14 - B	4 - A		-	40	40	-	40
	NB	3 - A	1 - A	0 - A		325	10	-	-	-
	SB	4 - A	4 - A	4 - A		325	10	30	-	30
Maine Avenue & Orchid Road *(Stop Control)*	WB	-	-	-	0 - A	-	-	-	-	-
	NB	-	0 - A	-		-	-	-	-	-
	SB	-	0 - A	-		-	-	-	-	-
St Bridget Rd & 45th Street *(Stop Control)*	EB	5 - A	-	2 - A	2 - A	100	40	-	-	40
	WB	3 - A	8 - A	2 - A		-	30	30	-	30
	NB	2 - A	1 - A	1 - A		250	10	-	-	-
	SB	1 - A	1 - A	1 - A		250	10	10	-	10
48th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	31 - C	4 - A	18 - B	-	-	190	310	40
	WB	23 - C	16 - B	-		300	130	110	-	-
	SB	18 - B	-	4 - A		400	150	150	400	70
48th St & Hwy 63 NB Ramps *(Stop Control)*	EB	6 - A	3 - A	-	6 - A	300	70	-	-	-
	WB	-	1 - A	13 - B		-	-	80	-	250
	NB	19 - C	-	6 - A		250	100	50	-	125
St Bridget Rd SE & 48th St SW/CR 47 *(Stop Control)*	EB	2 - A	0 - A	0 - A	2 - A	300	20	-	300	10
	WB	1 - A	1 - A	0 - A		250	10	-	-	-
	NB	7 - A	9 - A	2 - A		225	40	30	-	30
	SB	7 - A	10 - B	3 - A		-	50	50	-	50
CR 47 & CR 1 *(Roundabout)*	EB	4 - A	6 - A	-	4 - A	-	30	30	-	-
	WB	-	5 - A	2 - A		-	-	20	-	20
	SB	5 - A	0 - A	4 - A		-	30	-	-	30
CR 1 & US-52 EB Ramps *(Stop Control)*	EB	6 - A	-	3 - A	3 - A	-	70	70	300	40
	NB	-	1 - A	0 - A		-	-	-	-	-
	SB	1 - A	0 - A	-		115	10	-	-	-
CR 1 & US-52 WB Ramps *(Stop Control)*	WB	5 - A	-	1 - A	1 - A	-	30	30	300	30
	NB	3 - A	1 - A	-		125	40	-	-	-
	SB	-	0 - A	1 - A		-	-	-	300	10

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Table 26: Saturday PM Peak Hour – 2027 (Phase 1) Build Capacity Analysis

Intersection	Approach	PM Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
		Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentile	95th Percentile	Storage	95th Percentile
40th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	16 - B	3 - A	11 - B	-	-	80	-	-
	WB	15 - B	15 - B	-		350	30	60	-	-
	SB	12 - B	16 - B	3 - A		260	130	130	260	50
40th St & Hwy 63 NB Ramps/Woodlake Drive *(Signalized)*	EB	17 - B	26 - C	4 - A	16 - B	350	70	170	-	-
	WB	18 - B	20 - C	6 - A		400	120	130	-	130
	NB	13 - B	13 - B	3 - A		275	40	20	275	20
	SB	13 - B	14 - B	2 - A		250	20	40	250	20
40th St & St Bridget Rd *(Stop Control)*	EB	-	6 - A	6 - A	8 - A	-	-	60	-	30
	WB	3 - A	1 - A	-		-	80	80	-	-
	NB	20 - C	-	3 - A		-	160	-	-	50
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	12 - B	10 - B	2 - A	5 - A	325	90	20	-	20
	WB	7 - A	8 - A	3 - A		-	40	40	-	40
	NB	3 - A	1 - A	0 - A		325	20	-	-	-
	SB	4 - A	4 - A	3 - A		325	20	20	-	20
Maine Avenue & Orchid Road *(Stop Control)*	WB	-	-	-	0 - A	-	-	-	-	-
	NB	-	0 - A	-		-	-	-	-	-
	SB	-	0 - A	-		-	-	-	-	-
St Bridget Rd & 45th Street *(Stop Control)*	EB	4 - A	10 - B	2 - A	2 - A	100	40	20	-	40
	WB	4 - A	10 - B	1 - A		-	30	30	-	30
	NB	2 - A	1 - A	1 - A		250	10	-	-	-
	SB	1 - A	1 - A	1 - A		250	10	10	-	10
48th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	32 - C	5 - A	19 - B	-	-	180	310	40
	WB	23 - C	16 - B	-		300	160	100	-	-
	SB	18 - B	-	4 - A		400	130	130	400	80
48th St & Hwy 63 NB Ramps *(Stop Control)*	EB	6 - A	3 - A	-	4 - A	300	70	-	-	-
	WB	-	1 - A	7 - A		-	-	40	-	170
	NB	17 - C	-	4 - A		250	60	50	-	50
St Bridget Rd SE & 48th St SW/CR 47 *(Stop Control)*	EB	2 - A	0 - A	0 - A	2 - A	300	20	-	300	0
	WB	1 - A	1 - A	0 - A		250	10	-	250	0
	NB	6 - A	9 - A	2 - A		225	30	30	-	30
	SB	6 - A	9 - A	3 - A		-	50	50	-	50
CR 47 & CR 1 *(Roundabout)*	EB	4 - A	7 - A	-	4 - A	-	30	30	-	-
	WB	-	5 - A	2 - A		-	-	20	-	20
	SB	4 - A	1 - A	4 - A		-	20	-	-	20
CR 1 & US-52 EB Ramps *(Stop Control)*	EB	6 - A	-	2 - A	3 - A	-	60	60	300	40
	NB	-	1 - A	0 - A		-	-	-	-	-
	SB	1 - A	0 - A	-		115	10	-	-	-
CR 1 & US-52 WB Ramps *(Stop Control)*	WB	4 - A	-	1 - A	1 - A	-	30	30	300	20
	NB	3 - A	0 - A	-		125	40	-	-	-
	SB	-	0 - A	1 - A		-	-	-	300	10

As shown in **Tables 24-26** all intersections are expected to operate with LOS B or better during the Weekday PM, Saturday Midday, and Saturday PM peak hours. The 95th percentile queues indicate that all queues are expected to be contained within the existing storage. Build analysis results conclude that there are no future capacity or queueing concerns at the study intersections during the 2027 build year with one access at 40th St SW.

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2032 (Phase 2) Build Operational Analysis – *40th St & 45th St Accesses*

Section D104.2 of the 2021 International Fire Code states that buildings having a gross building area of more than 62,000 square feet shall be provided with two separate and approved fire apparatus access roadway. The proposed fieldhouse in Phase 2 is 154,500 square feet. Therefore, a second access roadway is required in Phase 2. A scenario was analyzed with site access off both 45th St and 40th St.

The trip distribution by driveway access is shown in **Figure 5** for Phase 2 of the proposed development with accesses at 45th St and 40th St.

Figure 5: Phase 2 Trip Distribution – Accesses at 45th St and 40th St

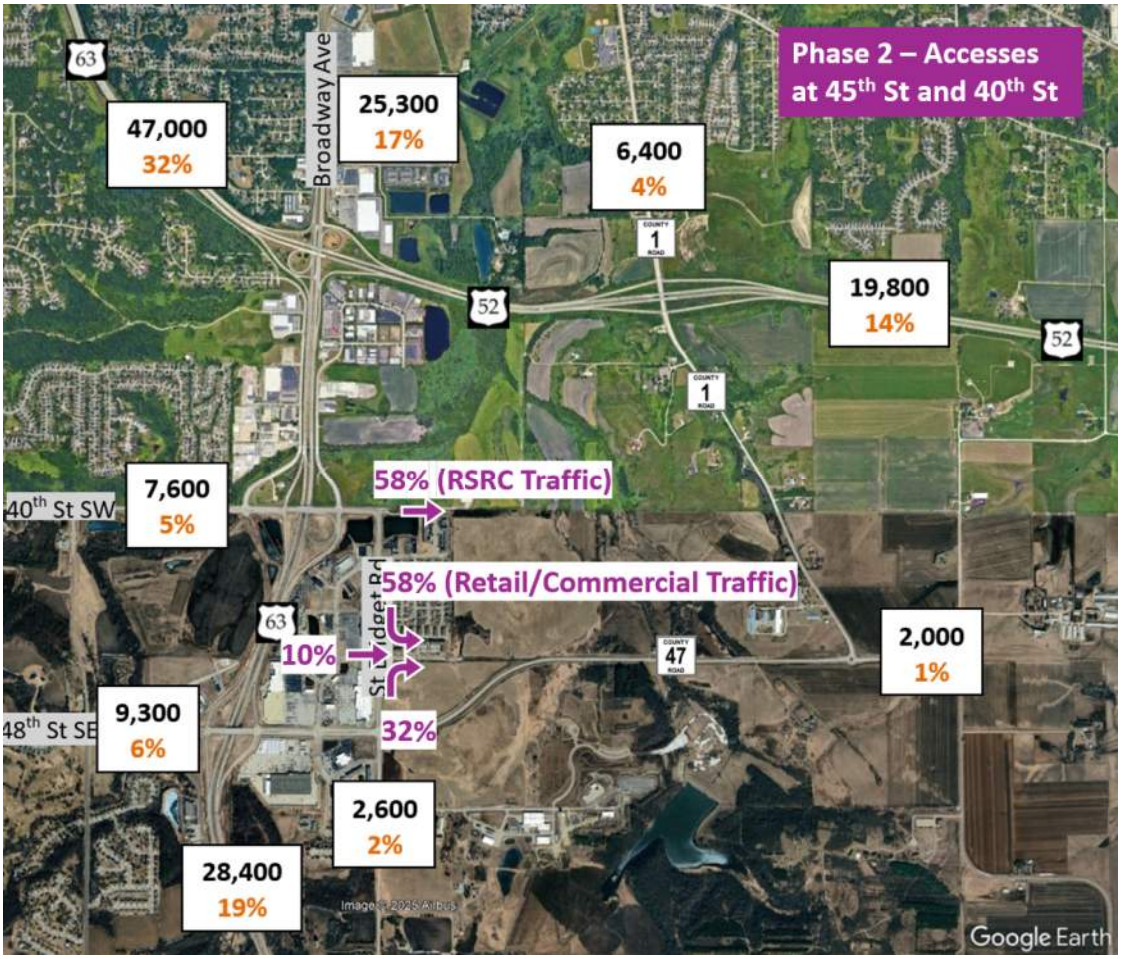


Figure 5 shows how with a second access at 40th St the traffic destined for the Sports Complex from the north would enter and exit the site via 40th St. However, since the commercial and retail area is on the south side of the development it was found to be more direct to use the 45th St access therefore the commercial and retail trips were assumed to use 45th St. All other routes were assumed to remain the same as the option with a single access at 45th St.

Tables 27-28 show the operations of the study intersection with 2032 (Phase 2) build volumes with accesses at 45th St and 40th St to meet fire code requirements. 45th St at St Bridget Rd was analyzed as

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stop controlled with the north and south approaches having the right of way (existing condition); however, the westbound approach was assumed to have left and right turn lanes. 40th St at St Bridget Rd was analyzed as stop controlled with the east and west approaches having the right of way and the northbound approach stop controlled.

Only the following intersections showed operational changes with 2032 Phase 2 build volumes and accesses at 45th St and 40th St. All other intersections operate with similar capacity and queues as shown in the single access scenarios above.

- 40th St & Hwy 63 NB Ramps/Woodlake Drive
- 40th St & St Bridget Rd
- St Bridget Rd & Maine Avenue
- St Bridget Rd & 45th St

Table 27: 2032 (Phase 2) – 2 Access Weekday Build Capacity Analysis

		PM Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
Intersection	Approach	Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentile	95th Percentile	Storage	95th Percentile
40th St & Hwy 63 NB Ramps/Woodlake Drive *(Signalized)*	EB	17 - B	30 - C	5 - A	19 - B	350	110	280	-	-
	WB	22 - C	20 - C	6 - A		400	120	140	-	140
	NB	21 - C	22 - C	7 - A		275	60	60	275	30
	SB	20 - C	25 - C	3 - A		300	60	175	300	30
40th St & St Bridget Rd *(Stop Control)*	EB	-	6 - A	8 - A	15 - C	-	-	90	-	60
	WB	4 - A	0 - A	-		-	20	20	-	-
	NB	39 - E	-	4 - A		-	360	-	-	40
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	19 - C	14 - B	3 - A	6 - A	175	110	25	-	30
	WB	13 - B	15 - C	3 - A		-	50	50	-	50
	NB	4 - A	1 - A	0 - A		325	20	0	-	-
	SB	5 - A	5 - A	4 - A		325	25	10	-	10
St Bridget Rd & 45th Street *(Stop Control)*	EB	12 - B	17 - C	3 - A	8 - A	120	50	60	-	50
	WB	21 - C	15 - C	4 - A		400	170	80	200	60
	NB	2 - A	2 - A	2 - A		250	20	20	-	20
	SB	5 - A	2 - A	2 - A		300	80	10	-	10

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Table 28: 2032 (Phase 2) – 2 Access Saturday Build Capacity Analysis

Intersection	Approach	Mid-Day Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
		Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentile	95th Percentile	Storage	95th Percentile
40th St & Hwy 63 NB Ramps/Woodlake Drive *(Signalized)*	EB	17 - B	36 - D	5 - A	23 - C	350	140	410	375	170
	WB	24 - C	11 - B	6 - A		400	140	130	-	130
	NB	20 - C	20 - C	8 - A		275	50	40	275	40
	SB	21 - C	22 - C	3 - A		300	40	80	300	25
40th St & St Bridget Rd *(Stop Control)*	EB	-	7 - A	8 - A	38 - E	-	-	80	-	50
	WB	-	0 - A	-		-	10	10	-	-
	NB	134 - F	10 - B	14 - B		875	925	-	875	550
	SB	-	-	-		-	-	-	-	-
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	29 - D	14 - B	2 - A	8 - A	175	160	100	-	20
	WB	9 - A	14 - B	4 - A		-	50	50	-	50
	NB	4 - A	3 - A	0 - A		325	20	50	-	30
	SB	6 - A	4 - A	4 - A		325	20	10	-	10
St Bridget Rd & 45th Street *(Stop Control)*	EB	12 - B	25 - D	3 - A	56 - F	120	50	90	-	40
	WB	197 - F	97 - F	84 - F		400	575	1710	200	80
	NB	2 - A	1 - A	2 - A		250	10	30	-	30
	SB	6 - A	1 - A	1 - A		300	90	10	-	10

Intersection	Approach	PM Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
		Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentile	95th Percentile	Storage	95th Percentile
40th St & Hwy 63 NB Ramps/Woodlake Drive *(Signalized)*	EB	17 - B	27 - C	4 - A	18 - B	350	90	260	-	-
	WB	23 - C	9 - A	12 - B		400	130	270	-	270
	NB	19 - B	22 - C	7 - A		275	50	30	275	30
	SB	20 - C	20 - C	2 - A		300	40	50	300	20
40th St & St Bridget Rd *(Stop Control)*	EB	-	6 - A	8 - A	58 - F	-	-	75	-	70
	WB	3 - A	1 - A	-		-	10	0	-	-
	NB	204 - F	21 - C	87 - F		875	1110	-	875	960
	SB	-	-	-		-	-	-	-	-
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	154 - F	93 - F	3 - A	32 - D	175	300	600	-	25
	WB	22 - C	19 - C	20 - C		-	60	60	-	60
	NB	4 - A	12 - B	13 - B		325	20	120	-	100
	SB	6 - A	4 - A	4 - A		325	20	10	-	10
St Bridget Rd & 45th Street *(Stop Control)*	EB	14 - B	23 - C	4 - A	77 - F	120	50	90	-	50
	WB	219 - F	118 - F	101 - F		400	660	2090	200	100
	NB	2 - A	2 - A	2 - A		250	10	25	-	25
	SB	6 - A	1 - A	1 - A		300	90	10	-	10

Tables 27 and **28** show operational concerns at St Bridget Rd at 40th St, Maine Avenue, and at 45th St with side street stop control. A signal warrant analysis was completed for St Bridget Rd and 45th St to determine if a traffic signal is justified at the intersection with 2032 Phase 2 build volumes and accesses at 40th St and 45th St.

Warrant Analysis

Traffic signal warrants have been developed as national guidelines to promote conformity of traffic control devices to ensure that traffic signals are installed at intersections that would benefit from their use. There are additional warrants the MnMUTCD states shall be included in a traffic signal study, listed below:

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- Warrant 2: Four-Hour Vehicular Volume
- Warrant 3: Peak Hour
- Warrant 4: Pedestrian Volume
- Warrant 5: School Crossing
- Warrant 6: Coordinated Signal System
- Warrant 7: Crash Experience
- Warrant 8: Roadway Network
- Warrant 9: Intersection Near a Grade Crossing

A traffic signal should not be installed unless one or more of the warrants can be met. Furthermore, a signal should not be installed unless an engineering study indicates that the signal will improve the overall safety and operation of the intersection. Signal warrants were analyzed at the intersection of St Bridget Rd and 45th St.

The following assumptions were made:

- Hourly distributions from the ITE Trip Generation Manual Appendices were referenced to estimate hourly trips based on the daily trip totals
- Sports Complex site trips were distributed based on the LUC 489 [Pickleball] hourly distributions. This accounts for the weekday hourly distributions being more heavily concentrated during the PM peak hour and not spread throughout the day, as the local Saturday data shows. The LUC 489 hourly distributions were adjusted to assume 85% of the daily volume for daily sports complex is present between 6 AM – 7 PM.
- When analyzing Warrant 1, a 70% volume threshold was used since the major-street speed limits exceed 40 mph.
- Right turn volumes on the minor road approaches were not included since minor road right turn lanes are present or proposed.
- The warrant analysis was completed analyzing typical weekday volumes, not Saturday volumes.

The results of the warrant analysis are documented in **Appendix D.** With accesses at 40th St and 45th St a signal is justified at St Bridget Rd and 45th St with warrants 1A, 2, and 3 met.

Additionally, due to capacity analysis results, the intersection of St. Bridget and 40th St was analyzed to determine if all-way stop-control would be warranted. Based on the results of the analysis, an all-way stop is warranted and was analyzed as a potential improvement. The results of the warrant analysis are documented in **Appendix D.**

Potential 2032 (Phase 2) Improvements – *40th St & 45th St Accesses*

An operational analysis was completed with a traffic signal at the intersection of St Bridget Rd and 45th St and all way stop operations at St Bridget Rd and 40th St with the Phase 2 volumes. **Table 29** shows the operational results.

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Table 29: 2032 (Phase 2) – 2 Access Build Capacity Analysis Improvements

Intersection	Approach	Weekday PM Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
		Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentile	95th Percentile	Storage	95th Percentile
40th St & St Bridget Rd *(All-Way Stop Control)*	EB	-	21 - C	8 - A	13 - B	-	-	170	-	70
	WB	12 - B	11 - B	-		-	120	120	-	-
	NB	16 - C	0 - A	4 - A		-	180	-	-	50
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	20 - C	13 - B	3 - A	6 - A	175	110	25	-	25
	WB	11 - B	14 - B	4 - A		-	50	50	-	50
	NB	5 - A	2 - A	1 - A		325	20	-	-	-
	SB	5 - A	5 - A	4 - A		325	25	10	-	10
St Bridget Rd & 45th Street *(Signalized)*	EB	32 - C	31 - C	4 - A	12 - B	120	60	80	-	50
	WB	19 - B	14 - B	2 - A		-	150	80	-	50
	NB	13 - B	11 - B	6 - A		250	30	80	-	80
	SB	14 - B	9 - A	4 - A		300	120	50	-	70

Intersection	Approach	Saturday Mid-Day Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
		Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentile	95th Percentile	Storage	95th Percentile
40th St & St Bridget Rd *(All-Way Stop Control)*	EB	-	32 - D	9 - A	18 - C	-	-	275	-	160
	WB	12 - B	11 - B	-		-	120	120	-	-
	NB	20 - C	-	5 - A		-	220	-	-	30
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	17 - C	10 - B	2 - A	6 - A	175	110	25	-	20
	WB	10 - B	12 - B	3 - A		-	40	40	-	40
	NB	3 - A	1 - A	0 - A		325	20	-	-	-
	SB	5 - A	4 - A	4 - A		325	20	20	-	20
St Bridget Rd & 45th Street *(Signalized)*	EB	35 - D	33 - C	3 - A	15 - B	120	60	110	-	40
	WB	28 - C	15 - B	2 - A		-	190	90	-	50
	NB	15 - B	20 - C	8 - A		250	40	110	-	110
	SB	15 - B	8 - A	4 - A		300	130	40	-	60

Intersection	Approach	Saturday PM Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
		Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentile	95th Percentile	Storage	95th Percentile
40th St & St Bridget Rd *(All-Way Stop Control)*	EB	-	27 - D	8 - A	28 - D	-	-	200	-	90
	WB	46 - E	32 - D	-		-	325	325	-	-
	NB	48 - E	-	4 - A		-	470	-	-	125
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	18 - C	12 - B	3 - A	6 - A	175	120	20	-	25
	WB	11 - B	13 - B	4 - A		-	40	40	-	40
	NB	5 - A	2 - A	0 - A		325	20	-	-	-
	SB	5 - A	4 - A	4 - A		325	20	10	-	10
St Bridget Rd & 45th Street *(Signalized)*	EB	35 - D	35 - D	4 - A	15 - B	120	60	100	-	40
	WB	21 - C	15 - B	2 - A		-	200	110	-	50
	NB	15 - B	23 - C	8 - A		250	30	110	-	110
	SB	19 - B	7 - A	4 - A		250	160	60	-	60

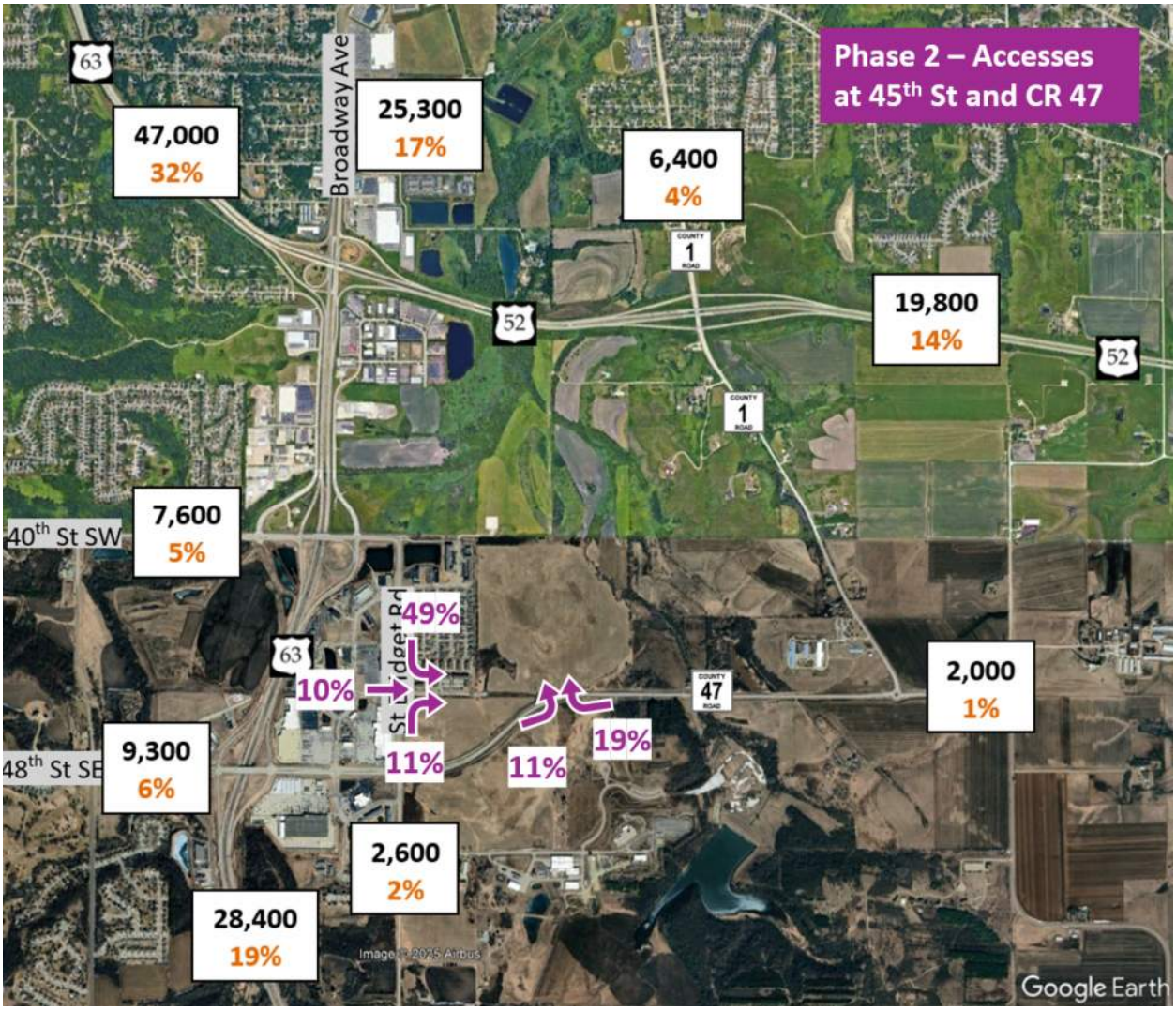
Table 29 shows improved operations with a traffic signal at St Bridget Rd/45th St and all way stop control at St Bridget Rd/40th St. The forecasted 2032 Build (Phase 2) Weekday and Saturday peak hour turning movement counts with accesses assumed at 40th St and 45th St are shown in **Appendix B.**

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2032 (Phase 2) Build Operational Analysis – *CR 47 & 45th St Accesses*

An additional scenario was analyzed which included access along CR 47 and 45th St. The trip distribution by driveway access is shown in **Figure 6** for Phase 2 of the proposed development with accesses at 45th St and CR 47.

Figure 6: Phase 2 Trip Distribution – Accesses at 45th St and CR 47



With access off CR 47, all of the vehicles from CR 1 and Hwy 52 to the east were assumed to enter the site as a westbound right at CR 47. Half of the vehicles from 48th St, Hwy 63 to the south (minus the 5% that stop at the shopping area west of St Bridget Rd), and St Bridget Rd to the south were assumed to enter via CR 47 and the other half were assumed to enter via St Bridget Rd and 45th St. All of the vehicles from 40th St SW (5%), Broadway Ave (17%), and Hwy 63 to the north (32%) minus the 5% that stop at the shopping area west of St Bridget Rd were assumed to enter as a southbound left at 45th St.

Tables 30-31 show the operations of the study intersection with 2032 (Phase 2) build volumes with accesses at 45th St and CR 47. With a second access to the Sports Complex, 45th St at St Bridget Rd was

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analyzed as stop controlled with the north and south approaches having the right of way and turn lanes along the westbound approach. The site access at CR 47 was also analyzed as stop controlled with the east and west approaches having the right of way. Eastbound left and westbound right turn lanes were assumed along CR 47 into the proposed site for the operational analysis.

Only the following intersections showed operational changes with 2032 Phase 2 build volumes and accesses at CR 47 and 45th St. All other intersections operate with similar capacity and queues as shown in the single access scenarios above.

- St Bridget Rd & Maine Avenue
- St Bridget Rd & 45th St
- CR 47 & Proposed Site Access

Table 30: 2032 (Phase 2) – 2 Access Weekday Build Capacity Analysis

		Weekday PM Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
Intersection	Approach	Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentile	95th Percentile	Storage	95th Percentile
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	80 - F	27 - D	4 - A	12 - B	175	280	60	-	30
	WB	26 - D	30 - D	6 - A		-	50	50	-	50
	NB	6 - A	1 - A	0 - A		325	20	-	-	-
	SB	7 - A	5 - A	4 - A		325	30	10	-	10
St Bridget Rd & 45th Street *(Stop Control)*	EB	19 - C	16 - C	3 - A	8 - A	120	50	60	-	50
	WB	24 - C	18 - C	6 - A		400	100	80	200	90
	NB	2 - A	2 - A	2 - A		250	20	20	-	20
	SB	5 - A	2 - A	1 - A		300	80	0	-	10
CR 47 & Site Access *(Stop Control)*	EB	2 - A	1 - A	-	3 - A	300	40	-	-	-
	WB	-	3 - A	3 - A		-	-	-	300	10
	SB	8 - A	-	5 - A		-	80	-	-	80

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Table 31: 2032 (Phase 2) – 2 Access Saturday Build Capacity Analysis

Intersection	Approach	Saturday Mid-Day Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
		Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentile	95th Percentile	Storage	95th Percentile
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	102 - F	43 - E	4 - A	15 - C	175	340	220	-	20
	WB	26 - D	57 - F	10 - B		-	60	60	-	60
	NB	8 - A	1 - A	0 - A		325	20	0	-	0
	SB	7 - A	5 - A	5 - A		325	20	10	-	10
St Bridget Rd & 45th Street *(Stop Control)*	EB	34 - D	26 - D	3 - A	29 - D	120	50	90	-	40
	WB	237 - F	113 - F	18 - C		400	540	400	200	300
	NB	2 - A	2 - A	1 - A		250	10	20	-	20
	SB	7 - A	1 - A	1 - A		300	120	-	-	-
CR 47 & Site Access *(Stop Control)*	EB	2 - A	1 - A	-	5 - A	300	50	-	-	-
	WB	-	4 - A	3 - A		-	-	-	300	10
	SB	12 - B	-	8 - A		-	120	-	-	120

Intersection	Approach	Saturday PM Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
		Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	Max	Avg	Storage	Max
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	376 - F	144 - F	5 - A	41 - E	175	550	860	-	20
	WB	35 - E	33 - D	12 - B		-	60	60	-	60
	NB	7 - A	1 - A	1 - A		325	20	-	-	-
	SB	9 - A	4 - A	4 - A		325	30	0	-	0
St Bridget Rd & 45th Street *(Stop Control)*	EB	27 - D	21 - C	3 - A	22 - C	120	60	70	-	40
	WB	135 - F	44 - E	17 - C		400	390	230	200	270
	NB	2 - A	2 - A	1 - A		250	10	20	-	20
	SB	6 - A	2 - A	1 - A		300	100	-	-	-
CR 47 & Site Access *(Stop Control)*	EB	2 - A	1 - A	-	4 - A	300	40	-	-	-
	WB	-	3 - A	2 - A		-	-	-	300	10
	SB	10 - B	-	6 - A		-	100	-	-	100

Tables 30 and **31** show operational concerns at both St Bridget Rd at Maine Ave and St Bridget Rd at 45th St with side street stop control.

A signal warrant analysis was also completed for the Phase 2 analysis scenario accesses at CR 47 and 45th St. The results of the warrant analysis are documented in **Appendix D.** With accesses at CR 47 and 45th St a signal is not justified at St Bridget Rd and 45th St during weekday traffic conditions; however, the signal is justified during Saturday traffic conditions with Warrant 2 met. Warrants 1A is met for 7 out of the 8 required hours.

Potential 2032 (Phase 2) Improvements – *CR 47 & 45th St Accesses*

An operational analysis was completed with a traffic signal at the intersection of St Bridget Rd and 45th St. **Table 32** shows the operational results.

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Table 32: 2032 (Phase 2) – 2 Access Build Capacity Analysis Improvements

Intersection	Approach	Weekday PM Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
		Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentile	95th Percentile	Storage	95th Percentile
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	68 - F	19 - C	4 - A	11 - B	175	230	40	-	25
	WB	21 - C	40 - E	7 - A		-	50	50	-	50
	NB	5 - A	1 - A	1 - A		325	20	10	-	10
	SB	7 - A	5 - A	4 - A		325	30	10	-	20
St Bridget Rd & 45th Street *(Signalized)*	EB	34 - C	29 - C	3 - A	11 - B	120	60	80	-	50
	WB	21 - C	19 - B	4 - A		400	90	90	200	90
	NB	12 - B	16 - B	6 - A		250	40	50	-	50
	SB	12 - B	6 - A	3 - A		300	170	40	-	60

Intersection	Approach	Saturday Mid-Day Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
		Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentile	95th Percentile	Storage	95th Percentile
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	165 - F	37 - E	6 - A	24 - C	175	440	470	-	20
	WB	28 - D	34 - D	8 - A		-	50	50	-	50
	NB	6 - A	1 - A	1 - A		325	20	-	-	-
	SB	7 - A	5 - A	5 - A		325	20	15	-	15
St Bridget Rd & 45th Street *(Signalized)*	EB	36 - D	33 - C	3 - A	14 - B	120	60	110	-	40
	WB	35 - D	22 - C	4 - A		400	110	90	200	80
	NB	14 - B	21 - C	9 - A		250	30	70	-	70
	SB	14 - B	6 - A	3 - A		300	250	60	-	60

Intersection	Approach	Saturday PM Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
		Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentile	95th Percentile	Storage	95th Percentile
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	610 - F	325 - F	13 - B	66 - F	175	550	1390	-	660
	WB	38 - E	51 - F	8 - A		-	60	60	-	60
	NB	6 - A	1 - A	1 - A		325	20	-	-	-
	SB	11 - B	4 - A	4 - A		325	30	10	-	15
St Bridget Rd & 45th Street *(Signalized)*	EB	36 - D	34 - C	3 - A	15 - B	120	70	110	-	40
	WB	26 - C	26 - C	8 - A		400	140	150	200	160
	NB	12 - B	21 - C	10 - B		250	30	70	-	70
	SB	16 - B	4 - A	3 - A		300	260	50	-	60

Table 32 shows improved operations with a traffic signal at St Bridget Rd/45th St but operational concerns at St Bridget Rd and Maine Ave.

2042 (Phase 3) Build Operational Analysis – *40th St & 45th St Accesses*

Tables 33-35 show the operations of the study intersection with 2042 (Phase 3) build lane configurations and volumes with the 3 access points:

- Access via 40th St
- Access via 45th St
- Access via Orchid Drive (Residential Development Traffic Only)

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This analysis includes the recommended traffic signal at St Bridget Rd and 45th St and the recommended all-way stop-control at St Bridget Rd and 40th St. Additionally, this analysis includes signal timings optimization at 40th St/Hwy 63 NB Ramps to accommodate the future traffic volumes.

Table 33: Weekday PM Peak Hour – 2042 (Phase 3) Build Capacity Analysis

		PM Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
Intersection	Approach	Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentile	95th Percentile	Storage	95th Percentile
40th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	18 - B	3 - A	17 - B	-	-	140	-	-
	WB	17 - B	16 - B	-		350	50	80	-	-
	SB	22 - C	23 - C	8 - A		300	290	290	300	90
40th St & Hwy 63 NB Ramps/Woodlake Drive *(Signalized)*	EB	19 - B	39 - D	6 - A	26 - C	350	160	400	375	60
	WB	34 - C	22 - C	9 - A		400	200	180	-	180
	NB	34 - C	31 - C	11 - B		275	75	75	275	50
	SB	29 - C	38 - D	4 - A		300	90	270	300	30
40th St & St Bridget Rd *(All-Way Stop Control)*	EB	-	23 - C	10 - B	35 - E	-	-	200	-	120
	WB	21 - C	17 - C	-		-	160	160	-	-
	NB	87 - F	-	30 - D		875	710	-	875	430
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	32 - D	17 - C	3 - A	8 - A	175	150	30	-	30
	WB	16 - C	22 - C	5 - A		-	60	60	-	60
	NB	6 - A	2 - A	1 - A		325	20	10	-	10
	SB	6 - A	5 - A	5 - A		325	40	20	-	20
Maine Avenue & Orchid Road *(Stop Control)*	WB	4 - A	-	3 - A	0 - A	-	40	-	-	40
	NB	-	0 - A	0 - A		-	-	-	-	-
	SB	2 - A	0 - A	-		-	10	10	-	-
St Bridget Rd & 45th Street *(Signalized)*	EB	30 - C	30 - C	4 - A	12 - B	120	70	90	-	50
	WB	19 - B	14 - B	2 - A		-	160	90	-	50
	NB	14 - B	17 - B	6 - A		250	60	90	-	90
	SB	14 - B	8 - A	5 - A		300	120	80	-	80
48th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	43 - D	7 - A	31 - C	-	-	410	350	70
	WB	44 - D	15 - B	-		300	325	180	-	-
	NB	-	-	-		-	-	-	-	-
	SB	36 - D	73 - E	11 - B		400	260	260	400	160
48th St & Hwy 63 NB Ramps *(Stop Control)*	EB	27 - D	4 - A	-	27 - D	300	300	10	-	-
	WB	-	2 - A	11 - B		-	-	90	-	200
	NB	563 - F	153 - F	72 - F		250	480	860	-	860
St Bridget Rd SE & 48th St SW/CR 47 *(Stop Control)*	EB	4 - A	1 - A	1 - A	8 - A	300	60	10	300	10
	WB	4 - A	2 - A	0 - A		250	20	10	250	10
	NB	29 - D	16 - C	3 - A		225	150	40	-	40
	SB	38 - E	42 - E	7 - A		-	200	200	-	100
CR 47 & CR 1 *(Roundabout)*	EB	10 - B	13 - B	-	10 - B	-	100	100	-	-
	WB	-	7 - A	4 - A		-	-	60	-	60
	SB	11 - B	-	11 - B		-	110	-	-	110
CR 1 & US-52 EB Ramps *(Stop Control)*	EB	32 - D	-	5 - A	11 - B	350	310	310	-	120
	NB	-	1 - A	0 - A		-	-	-	215	10
	SB	2 - A	1 - A	-		115	30	-	-	-
CR 1 & US-52 WB Ramps *(Stop Control)*	WB	17 - C	-	2 - A	2 - A	175	70	70	-	30
	NB	6 - A	1 - A	-		175	70	-	-	-
	SB	-	1 - A	1 - A		-	-	0	300	20

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Table 34: Saturday Mid-Day Peak Hour – 2042 (Phase 3) Build Capacity Analysis

Intersection	Approach	Mid-Day Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
		Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentile	95th Percentile	Storage	95th Percentile
40th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	16 - B	3 - A	16 - B	-	-	100	-	-
	WB	16 - B	15 - B	-		350	40	70	-	-
	SB	19 - B	25 - C	6 - A		300	250	250	300	70
40th St & Hwy 63 NB Ramps/Woodlake Drive *(Signalized)*	EB	13 - B	29 - C	5 - A	22 - C	350	90	320	-	0
	WB	29 - C	17 - B	7 - A		400	200	140	-	140
	NB	33 - C	30 - C	11 - B		275	70	50	275	50
	SB	32 - C	34 - C	3 - A		300	60	120	300	30
40th St & St Bridget Rd *(All-Way Stop Control)*	EB	-	36 - E	10 - B	42 - E	-	-	320	-	275
	WB	15 - C	14 - B	-		-	130	130	-	-
	NB	104 - F	-	23 - C		875	810	-	875	440
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	38 - E	15 - C	3 - A	10 - B	175	210	150	-	20
	WB	13 - B	19 - C	5 - A		-	60	60	-	60
	NB	5 - A	2 - A	1 - A		325	20	10	-	10
	SB	5 - A	5 - A	5 - A		325	30	20	-	20
Maine Avenue & Orchid Road *(Stop Control)*	WB	4 - A	-	3 - A	0 - A	-	30	-	-	30
	NB	-	0 - A	0 - A		-	-	-	-	-
	SB	2 - A	0 - A	-		-	10	10	-	-
St Bridget Rd & 45th Street *(Signalized)*	EB	31 - C	32 - C	4 - A	12 - B	120	70	100	-	50
	WB	19 - B	15 - B	2 - A		-	160	90	-	60
	NB	13 - B	5 - A	7 - A		250	50	90	-	90
	SB	15 - B	6 - A	4 - A		300	130	70	-	70
48th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	37 - D	5 - A	26 - C	-	-	310	350	30
	WB	31 - C	15 - B	-		300	230	150	-	-
	SB	29 - C	-	6 - A		400	230	230	400	90
48th St & Hwy 63 NB Ramps *(Stop Control)*	EB	14 - B	4 - A	-	10 - B	300	150	20	-	-
	WB	-	2 - A	20 - C		-	-	210	-	310
	NB	72 - F	-	12 - B		250	130	130	-	130
St Bridget Rd SE & 48th St SW/CR 47 *(Stop Control)*	EB	4 - A	0 - A	1 - A	4 - A	300	60	10	300	10
	WB	2 - A	1 - A	0 - A		250	20	10	250	20
	NB	16 - C	13 - B	3 - A		225	90	40	-	40
	SB	20 - C	23 - C	6 - A		-	110	110	-	80
CR 47 & CR 1 *(Roundabout)*	EB	6 - A	9 - A	-	6 - A	-	60	60	-	-
	WB	-	6 - A	4 - A		-	-	50	-	50
	SB	6 - A	-	7 - A		-	50	-	-	50
CR 1 & US-52 EB Ramps *(Stop Control)*	EB	9 - A	-	3 - A	3 - A	350	100	100	-	40
	NB	-	1 - A	0 - A		-	-	-	215	10
	SB	2 - A	1 - A	-		115	20	-	-	-
CR 1 & US-52 WB Ramps *(Stop Control)*	WB	8 - A	-	2 - A	2 - A	175	50	50	-	30
	NB	4 - A	1 - A	-		175	50	0	-	-
	SB	-	1 - A	1 - A		-	-	-	300	10

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Table 35: Saturday PM Peak Hour - 2042 (Phase 3) Build Capacity Analysis

Intersection	Approach	PM Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
		Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentile	95th Percentile	Storage	95th Percentile
40th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	17 - B	3 - A	15 - B	-	-	100	-	-
	WB	17 - B	14 - B	-		350	40	70	-	-
	SB	18 - B	27 - C	5 - A		300	240	240	300	60
40th St & Hwy 63 NB Ramps/Woodlake Drive *(Signalized)*	EB	12 - B	24 - C	5 - A	17 - B	350	80	280	-	-
	WB	23 - C	9 - A	10 - B		400	170	240	-	240
	NB	26 - C	33 - C	9 - A		275	60	50	275	40
	SB	30 - C	28 - C	3 - A		300	50	70	300	20
40th St & St Bridget Rd *(All-Way Stop Control)*	EB	-	26 - D	8 - A	90 - F	-	-	210	-	110
	WB	10 - B	124 - F	-		-	700	700	-	-
	NB	201 - F	-	63 - F		875	1160	-	875	1090
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	271 - F	138 - F	7 - A	50 - F	175	350	950	-	440
	WB	18 - C	23 - C	12 - B		-	60	60	-	60
	NB	5 - A	11 - B	4 - A		325	20	120	-	90
	SB	6 - A	4 - A	4 - A		325	30	20	-	20
Maine Avenue & Orchid Road *(Stop Control)*	WB	4 - A	-	3 - A	0 - A	-	30	-	-	30
	NB	-	0 - A	0 - A		-	-	-	-	-
	SB	2 - A	0 - A	-		-	10	10	-	-
St Bridget Rd & 45th Street *(Signalized)*	EB	39 - D	38 - D	5 - A	16 - B	120	70	120	-	50
	WB	24 - C	17 - B	2 - A		-	260	140	-	60
	NB	15 - B	21 - C	10 - B		250	50	120	-	120
	SB	21 - C	5 - A	5 - A		300	170	200	-	200
48th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	39 - D	6 - A	27 - C	-	-	300	350	40
	WB	35 - D	16 - B	-		300	300	170	-	-
	SB	29 - C	-	6 - A		400	230	230	400	90
48th St & Hwy 63 NB Ramps *(Stop Control)*	EB	15 - C	3 - A	-	7 - A	300	150	10	-	-
	WB	-	1 - A	11 - B		-	-	130	-	220
	NB	58 - F	-	8 - A		250	120	100	-	100
St Bridget Rd SE & 48th St SW/CR 47 *(Stop Control)*	EB	4 - A	0 - A	1 - A	5 - A	300	60	10	300	10
	WB	3 - A	1 - A	0 - A		250	10	10	250	20
	NB	17 - C	14 - B	3 - A		225	90	40	-	40
	SB	25 - D	9 - A	7 - A		-	160	160	-	100
CR 47 & CR 1 *(Roundabout)*	EB	7 - A	8 - A	-	6 - A	-	60	60	-	-
	WB	-	6 - A	3 - A		-	-	50	-	50
	SB	6 - A	2 - A	6 - A		-	40	-	-	40
CR 1 & US-52 EB Ramps *(Stop Control)*	EB	7 - A	-	3 - A	3 - A	350	80	80	-	40
	NB	-	1 - A	0 - A		-	-	-	-	-
	SB	2 - A	1 - A	-		115	10	10	-	-
CR 1 & US-52 WB Ramps *(Stop Control)*	WB	8 - A	-	2 - A	2 - A	175	60	60	-	30
	NB	4 - A	1 - A	-		175	50	-	-	-
	SB	-	0 - A	1 - A		-	-	0	300	10

Tables 33-35 show some operational concerns with the 2042 Phase 3 Build volumes. Traffic operations indicate that the all-way stop control at St Bridget Rd and 40th St fails with 2042 volumes. A more detailed breakdown of the capacity and/or queueing concerns were noted below:

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40th St SW & Hwy 63 NB Ramps/Woodlake Dr

- During the Weekday PM peak hour, the 95th percentile queues indicate that the eastbound through queue (400 feet) is expected to occasionally block the eastbound left turn lane storage (350 feet).

40th St SW & St Bridget Rd

- During the Weekday PM and Saturday Midday and PM peak hours, the northbound left-turn movement operate at LOS F.
- During Saturday PM peak hour, the westbound through and northbound right -turn movements operate at LOS F.
- During Saturday PM peak hour, the 95th percentile queues indicate that the northbound left and right queues (1,090-1,160 feet) are expected to extend beyond the intersection of St Bridget Rd and Maine Avenue. Maine Ave is located about 875 feet south of 40th St.

Maine Avenue & St Bridget Rd

- During Saturday PM peak hour, the eastbound left and through movements operate at LOS F.
- During Saturday Midday and PM peak hours, the 95th percentile queues indicate that the eastbound left queue (210-350 feet) are expected to extend beyond the turn lane storage (175 feet).
- During Saturday PM peak hour, the 95th percentile queues indicate that the eastbound through queue (950 feet) is expected to extend beyond the left turn lane storage (175 feet) as well as multiple driveway access points along Maine Avenue.

48th St SW & Hwy 63 SB Ramps

- During the Weekday PM peak hour, the 95th percentile queues indicate that the eastbound through queue (410 feet) is expected to block the eastbound right turn lane storage (350 feet) and the westbound left turn queue (325 feet) is expected to extend beyond the turn lane storage (300 feet).

48th St SW & Hwy 63 NB Ramps

- During the Weekday PM peak hour, the northbound left, through, and right turn movements are expected to operate at LOS F.
- During Saturday Midday and PM peak hours, the northbound left-turn movement is expected to operate at LOS F.
- During the Weekday PM peak hour, the 95th percentile queues indicate that the northbound left (480 feet) and through (860 feet) queues are expected to extend beyond the turn lane storage (250 feet).

The forecasted 2042 Build (Phase 3) Weekday and Saturday peak hour turning movement counts with accesses assumed at 40th St and 45th St are shown in **Appendix B.**

2042 (Phase 3) Build Operational Analysis – *CR 47 & 45th St Accesses*

Tables 36-38 show the operations of the study intersection with 2042 (Phase 3) build lane configurations and volumes with the 3 access points:

- Access via CR 47
- Access via 45th St
- Access via Orchid Drive (Residential Development Traffic Only)

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This analysis includes the recommended signal at St Bridget Rd and 45th St. Additionally, this analysis includes signal timings optimization at 40th St/Hwy 63 NB Ramps to accommodate the future traffic volumes.

Table 36: Weekday PM Peak Hour - 2042 (Phase 3) Build Capacity Analysis

		PM Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
Intersection	Approach	Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentile	95th Percentile	Storage	95th Percentile
40th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	20 - C	3 - A	22 - C	-	-	170	-	-
	WB	17 - B	13 - B	-		350	50	80	-	-
	SB	31 - C	35 - D	11 - B		300	530	530	300	210
40th St & Hwy 63 NB Ramps/Woodlake Drive *(Signalized)*	EB	25 - C	75 - E	13 - B	40 - D	350	420	790	375	510
	WB	34 - C	18 - B	11 - B		400	200	250	-	250
	NB	35 - D	30 - C	10 - B		275	70	80	275	40
	SB	32 - C	45 - D	5 - A		300	100	340	300	80
40th St & St Bridget Rd *(All-Way Stop Control)*	EB	-	7 - A	12 - B	18 - C	-	-	160	-	230
	WB	6 - A	7 - A	-		-	60	60	-	-
	NB	29 - D	3 - A	15 - C		-	420	-	-	210
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	307 - F	89 - F	5 - A	38 - E	175	530	780	-	60
	WB	36 - E	41 - E	13 - B		-	80	80	-	80
	NB	7 - A	2 - A	1 - A		325	20	-	-	-
	SB	8 - A	5 - A	5 - A		325	40	20	-	20
Maine Avenue & Orchid Road *(Stop Control)*	WB	4 - A	-	3 - A	1 - A	-	40	-	-	40
	NB	-	0 - A	0 - A		-	-	-	-	-
	SB	2 - A	0 - A	-		-	10	10	-	-
St Bridget Rd & 45th Street *(Signalized)*	EB	33 - C	29 - C	4 - A	11 - B	120	60	90	-	50
	WB	21 - C	18 - B	4 - A		-	90	90	-	80
	NB	13 - B	15 - B	7 - A		250	60	50	-	50
	SB	12 - B	6 - A	5 - A		300	160	70	-	70
48th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	45 - D	7 - A	31 - C	-	-	450	350	70
	WB	43 - D	15 - B	-		300	330	170	-	-
	SB	35 - D	26 - C	11 - B		400	270	270	400	150
48th St & Hwy 63 NB Ramps *(Stop Control)*	EB	27 - D	4 - A	-	18 - C	300	280	30	-	-
	WB	-	2 - A	12 - B		-	-	110	-	220
	NB	316 - F	37 - E	33 - D		250	370	520	-	520
St Bridget Rd SE & 48th St SW/CR 47 *(Stop Control)*	EB	3 - A	1 - A	1 - A	5 - A	300	40	0	300	20
	WB	4 - A	1 - A	0 - A		250	20	10	250	10
	NB	28 - D	14 - B	4 - A		225	140	50	-	50
	SB	17 - C	24 - C	6 - A		-	80	80	-	70
CR 47 & CR 1 *(Roundabout)*	EB	9 - A	11 - B	-	9 - A	-	90	90	-	-
	WB	-	8 - A	5 - A		-	-	70	-	70
	SB	11 - B	2 - A	10 - B		-	90	-	-	90
CR 1 & US-52 EB Ramps *(Stop Control)*	EB	66 - F	-	21 - C	23 - C	350	820	820	-	340
	NB	-	1 - A	0 - A		-	-	0	215	10
	SB	3 - A	1 - A	-		115	30	-	-	-
CR 1 & US-52 WB Ramps *(Stop Control)*	WB	27 - D	-	3 - A	3 - A	175	90	90	-	30
	NB	6 - A	1 - A	-		175	70	-	-	-
	SB	-	1 - A	1 - A		-	-	10	300	20
CR 47 & Site Access *(Stop Control)*	EB	3 - A	2 - A	-	4 - A	300	40	-	-	-
	WB	-	3 - A	3 - A		-	-	-	300	0
	SB	9 - A	-	5 - A		-	70	-	-	70

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Table 37: Saturday Mid-Day Peak Hour - 2042 (Phase 3) Build Capacity Analysis

Intersection	Approach	Mid-Day Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
		Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentile	95th Percentile	Storage	95th Percentile
40th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	18 - B	2 - A	21 - C	-	-	120	-	-
	WB	17 - B	14 - B	-		350	30	80	-	-
	SB	27 - C	25 - C	9 - A		300	460	460	300	170
40th St & Hwy 63 NB Ramps/Woodlake Drive *(Signalized)*	EB	19 - B	67 - E	14 - B	40 - D	350	430	810	375	570
	WB	30 - C	13 - B	7 - A		400	200	150	-	150
	NB	33 - C	36 - D	14 - B		275	70	50	275	40
	SB	37 - D	40 - D	4 - A		300	60	130	300	30
40th St & St Bridget Rd *(All-Way Stop Control)*	EB	-	7 - A	14 - B	14 - B	-	-	170	-	330
	WB	4 - A	6 - A	-		-	50	50	-	-
	NB	15 - C	1 - A	2 - A		-	240	-	-	120
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	360 - F	201 - F	5 - A	47 - E	175	530	1150	-	420
	WB	36 - E	57 - F	20 - C		-	90	90	-	90
	NB	11 - B	1 - A	0 - A		325	20	0	-	-
	SB	8 - A	5 - A	5 - A		325	30	20	-	20
Maine Avenue & Orchid Road *(Stop Control)*	WB	4 - A	-	3 - A	1 - A	-	30	-	-	30
	NB	-	0 - A	0 - A		-	-	-	-	-
	SB	2 - A	0 - A	-		-	10	0	-	-
St Bridget Rd & 45th Street *(Signalized)*	EB	30 - C	32 - C	3 - A	15 - B	120	60	110	-	50
	WB	26 - C	26 - C	7 - A		-	120	130	-	130
	NB	13 - B	11 - B	10 - B		250	40	70	-	70
	SB	20 - C	3 - A	3 - A		300	300	230	-	60
48th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	36 - D	6 - A	26 - C	-	-	290	350	40
	WB	30 - C	16 - B	-		300	230	150	-	-
	SB	29 - C	-	6 - A		400	250	250	400	90
48th St & Hwy 63 NB Ramps *(Stop Control)*	EB	13 - B	4 - A	-	10 - B	300	130	-	-	-
	WB	-	2 - A	27 - D		-	-	290	-	370
	NB	68 - F	-	12 - B		250	120	130	-	130
St Bridget Rd SE & 48th St SW/CR 47 *(Stop Control)*	EB	3 - A	0 - A	1 - A	2 - A	300	40	-	300	10
	WB	2 - A	1 - A	0 - A		250	20	0	250	0
	NB	13 - B	10 - B	2 - A		225	80	30	-	30
	SB	13 - B	8 - A	5 - A		-	50	50	-	70
CR 47 & CR 1 *(Roundabout)*	EB	5 - A	6 - A	-	6 - A	-	50	50	-	-
	WB	-	6 - A	4 - A		-	-	50	-	50
	SB	7 - A	1 - A	7 - A		-	60	-	-	60
CR 1 & US-52 EB Ramps *(Stop Control)*	EB	9 - A	-	3 - A	3 - A	350	90	90	-	50
	NB	-	1 - A	0 - A		-	-	0	215	0
	SB	2 - A	1 - A	-		115	20	-	-	-
CR 1 & US-52 WB Ramps *(Stop Control)*	WB	10 - B	-	2 - A	2 - A	175	60	60	-	30
	NB	4 - A	1 - A	-		175	50	-	-	-
	SB	-	1 - A	1 - A		-	-	-	300	10
CR 47 & Site Access *(Stop Control)*	EB	3 - A	1 - A	-	6 - A	300	50	-	-	-
	WB	-	4 - A	3 - A		-	-	-	300	10
	SB	15 - C	-	10 - B		-	120	-	-	120

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Table 38: Saturday PM Peak Hour - 2042 (Phase 3) Build Capacity Analysis

		PM Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
Intersection	Approach	Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentile	95th Percentile	Storage	95th Percentile
40th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	17 - B	3 - A	16 - B	-	-	110	-	20
	WB	16 - B	14 - B	-		350	40	70	-	-
	SB	20 - C	27 - C	6 - A		300	290	290	300	70
40th St & Hwy 63 NB Ramps/Woodlake Drive *(Signalized)*	EB	12 - B	32 - C	6 - A	20 - C	350	120	410	375	150
	WB	26 - C	8 - A	7 - A		400	170	180	-	180
	NB	32 - C	38 - D	12 - B		275	60	50	275	40
	SB	36 - D	33 - C	3 - A		300	60	80	300	20
40th St & St Bridget Rd *(All-Way Stop Control)*	EB	-	6 - A	11 - B	31 - D	-	-	110	-	170
	WB	5 - A	6 - A	-		-	50	50	-	-
	NB	55 - F	-	28 - D		-	780	-	-	600
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	882 - F	394 - F	38 - E	89 - F	175	520	1610	-	1550
	WB	78 - F	130 - F	22 - C		-	110	110	-	110
	NB	7 - A	2 - A	1 - A		325	20	10	-	10
	SB	14 - B	4 - A	5 - A		325	40	10	-	10
Maine Avenue & Orchid Road *(Stop Control)*	WB	4 - A	-	3 - A	1 - A	-	40	-	-	40
	NB	-	0 - A	0 - A		-	-	-	-	-
	SB	2 - A	0 - A	-		-	0	0	-	-
St Bridget Rd & 45th Street *(Signalized)*	EB	38 - D	36 - D	3 - A	15 - B	120	80	120	-	50
	WB	27 - C	26 - C	9 - A		-	150	150	-	160
	NB	13 - B	17 - B	10 - B		250	50	70	-	70
	SB	16 - B	3 - A	4 - A		300	250	140	-	60
48th St & Hwy 63 SB Ramps *(Signalized)*	EB	-	38 - D	6 - A	27 - C	-	-	300	350	40
	WB	36 - D	16 - B	-		300	300	150	-	-
	SB	29 - C	-	6 - A		400	230	230	400	80
48th St & Hwy 63 NB Ramps *(Stop Control)*	EB	17 - C	4 - A	-	7 - A	300	180	10	-	-
	WB	-	1 - A	10 - B		-	-	80	-	200
	NB	67 - F	-	9 - A		250	120	110	-	110
St Bridget Rd SE & 48th St SW/CR 47 *(Stop Control)*	EB	3 - A	0 - A	1 - A	2 - A	300	40	-	300	0
	WB	2 - A	1 - A	0 - A		250	20	10	250	0
	NB	11 - B	11 - B	2 - A		225	70	40	-	40
	SB	9 - A	7 - A	6 - A		-	50	50	-	70
CR 47 & CR 1 *(Roundabout)*	EB	5 - A	6 - A	-	5 - A	-	50	50	-	-
	WB	-	6 - A	3 - A		-	-	50	-	50
	SB	6 - A	2 - A	6 - A		-	40	-	-	40
CR 1 & US-52 EB Ramps *(Stop Control)*	EB	8 - A	-	3 - A	3 - A	350	80	80	-	40
	NB	-	1 - A	0 - A		-	-	-	215	0
	SB	2 - A	1 - A	-		115	10	-	-	-
CR 1 & US-52 WB Ramps *(Stop Control)*	WB	8 - A	-	2 - A	2 - A	175	50	50	-	30
	NB	4 - A	1 - A	-		175	50	-	-	-
	SB	-	0 - A	1 - A		-	-	-	300	10
CR 47 & Site Access *(Stop Control)*	EB	2 - A	1 - A	-	5 - A	300	40	-	-	-
	WB	-	3 - A	2 - A		-	-	-	300	0
	SB	12 - B	-	7 - A		-	120	-	-	120

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Tables 36-38 show some operational concerns with the 2042 Phase 3 Build volumes and accesses at CR 47 and 45th St. The following capacity and/or queueing concerns were noted from the analysis:

40th St SW & Hwy 63 SB Ramps

- During the Weekday PM and Saturday Midday peak hours, the 95th percentile queues indicate that the southbound left and through queue (460-530 feet) is expected to extend beyond the turn lane storage (300 feet).

40th St SW & Hwy 63 NB Ramps/Woodlake Dr

- During the Weekday PM and Saturday Midday and PM peak hours, the 95th percentile queues indicate that the eastbound approach queues (410-810 feet) are expected to block the turn lane storage (350-375 feet).
- During the Weekday PM peak hour, the 95th percentile queues indicate that the southbound through queue (340 feet) is expected to occasionally block the turn lane storage (300 feet).

40th St SW & St Bridget Rd

- During the Saturday PM peak hour, the northbound left-turn movement is expected to operate at LOS F.

St Bridget Rd & Maine Avenue

- During the Weekday PM peak hour, the eastbound left-turn and through movements are expected to operate at LOS F.
- During the Saturday Mid-Day peak hour, the eastbound left-turn, eastbound through, and westbound through movements are expected to operate at LOS F.
- During the Saturday PM peak hour, the eastbound left-turn, eastbound through, westbound left-turn, and westbound through movements are expected to operate at LOS F.
- During the Weekday PM and Saturday Midday and PM peak hours, the 95th percentile queues indicate that the eastbound left and through queues (520-1610 feet) are expected to extend beyond the left turn lane storage (175 feet) as well as multiple driveway access points along Maine Avenue.

48th St SW & Hwy 63 SB Ramps

- During the Weekday PM peak hour, the 95th percentile queues indicate that the eastbound through queue (450 feet) is expected to block the eastbound right turn lane storage (350 feet) and the westbound left turn queue (330 feet) is expected to extend beyond the turn lane storage (300 feet).

48th St SW & Hwy 63 NB Ramps

- During the Weekday PM and Saturday Midday and PM peak hours, the northbound left-turn movement is expected to operate at LOS F.
- During the Weekday PM peak hour, the 95th percentile queues indicate that the northbound left (370 feet) and through (520 feet) queues are expected to extend beyond the turn lane storage (250 feet).

CR 1 & US-52 EB Ramps

- During the Weekday PM peak hour, the eastbound left-turn movement is expected to operate at LOS F.
- During the Weekday PM peak hour, the 95th percentile queues indicate that the eastbound left-through queue (820 feet) is expected to extend beyond the turn lane storage (350 feet).

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Warrant Analysis for Future Potential Improvements

Signal warrants were also analyzed at the following intersections in order to evaluate potential future improvements where the 2042 operational analysis shows failing level of service for one or more movement:

- St Bridget Road and 40th St
- St Bridget Road and Maine Avenue
- 48th Street and Hwy 63 NB Ramps

All intersection signal warrants were based on 2032 build – phase 2 traffic volumes assuming accesses at 45th St and 40th St. The following assumptions were made:

- Hourly distributions from the ITE Trip Generation Manual Appendices were referenced to estimate hourly trips based on the daily trip totals
- Sports Complex site trips were distributed based on the LUC 489 [Pickleball] hourly distributions. This accounts for the weekday hourly distributions being more heavily concentrated during the PM peak hour and not spread throughout the day, as the local Saturday data shows. The LUC 489 hourly distributions were adjusted to assume 85% of the daily volume for daily sports complex is present between 6 AM – 7 PM.
- When analyzing Warrant 1, a 70% volume threshold was used since the major-street speed limits exceed 40 mph.
- Right turn volumes on the minor road approaches were excluded if turn lanes are present.
- The warrant analysis was completed analyzing typical weekday volumes, not Saturday volumes.

The results of the warrant analysis are documented in **Appendix D** and are outlined below:

- St Bridget Road and 40th St
  - Warrants met: 1A, 1B, 2, and 3
- St Bridget Road and Maine Avenue
  - Warrants met: 1B and 2
- 48th Street and Hwy 63 NB Ramps*
  - Warrants met: 1B, 2, and 3

*Additional analysis was conducted that concluded this intersection meets signal warrants based on existing traffic volumes.

2042 (Phase 3) Build Operational Analysis – *40th St & 45th St Accesses - Improvements*

An operational analysis was completed with a traffic signal at the intersections of St Bridget Rd and 40th St and 48th St and Hwy 63 NB Ramps. Additionally, the intersection of St Bridget Rd and Maine Ave analysis is included since a traffic signal at St Bridget Rd/40th St is expected to impact the stop-controlled intersection of St Bridget Rd/Maine Ave. **Table 39** shows the operational results.

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Table 39: Saturday PM Peak Hour - 2042 (Phase 3) Build Capacity Analysis - Improvements

Intersection	Approach	Weekday PM Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
		Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentile	95th Percentile	Storage	95th Percentile
40th St & St Bridget Rd *(Signalized)*	EB	-	17 - B	9 - A	12 - B	-	-	200	-	110
	WB	16 - B	14 - B	-		-	170	170	-	-
	NB	10 - B	-	3 - A		-	130	-	325	10
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	32 - D	16 - C	3 - A	8 - A	180	150	30	-	30
	WB	16 - C	23 - C	8 - A		-	70	70	-	70
	NB	6 - A	1 - A	1 - A		325	20	10	-	10
	SB	6 - A	5 - A	5 - A		325	40	20	-	20
48th St & Hwy 63 NB Ramps *(Signalized)*	EB	26 - C	9 - A	-	16 - B	300	280	170	-	-
	WB	-	22 - C	7 - A		-	-	270	-	170
	NB	34 - C	19 - B	11 - B		250	100	100	-	100

Intersection	Approach	Saturday Mid-Day Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
		Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentile	95th Percentile	Storage	95th Percentile
40th St & St Bridget Rd *(Signalized)*	EB	-	22 - C	9 - A	15 - B	-	-	290	-	190
	WB	20 - C	24 - C	-		-	280	280	-	-
	NB	10 - B	1 - A	6 - A		-	120	-	325	10
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	28 - D	14 - B	4 - A	8 - A	180	180	70	-	20
	WB	14 - B	20 - C	7 - A		-	60	60	-	60
	NB	5 - A	1 - A	1 - A		325	20	0	-	0
	SB	5 - A	5 - A	5 - A		325	20	10	-	10
48th St & Hwy 63 NB Ramps *(Signalized)*	EB	20 - C	10 - B	-	14 - B	300	200	180	-	-
	WB	-	19 - B	8 - A		-	-	230	-	190
	NB	29 - C	-	11 - B		250	90	120	-	120

Intersection	Approach	Saturday PM Peak Hour								
		Traffic Delay (sec/veh)				Traffic Queuing (feet)				
		Movement (Delay - LOS)			Intersection (Delay - LOS)	Left Turn		Through	Right Turn	
		L	T	R		Storage	95th Percentile	95th Percentile	Storage	95th Percentile
40th St & St Bridget Rd *(Signalized)*	EB	-	18 - B	8 - A	12 - B	-	-	210	-	110
	WB	13 - B	17 - B	-		-	230	230	-	-
	NB	10 - B	-	3 - A		-	130	-	325	10
St Bridget Rd & Maine Avenue *(Stop Control)*	EB	31 - D	15 - C	3 - A	9 - A	180	180	40	-	20
	WB	13 - B	21 - C	7 - A		-	60	60	-	60
	NB	5 - A	1 - A	1 - A		325	20	0	-	0
	SB	5 - A	5 - A	4 - A		325	30	10	-	10
48th St & Hwy 63 NB Ramps *(Signalized)*	EB	19 - B	9 - A	-	13 - B	300	180	140	-	-
	WB	-	17 - B	6 - A		-	-	240	-	160
	NB	31 - C	-	9 - A		250	80	90	-	90

Table 39 shows improved operations with traffic signals 48th St/Hwy 63 NB Ramps and St Bridget Rd/40th St which alleviates capacity and queueing concerns at St Bridget Rd and Maine Ave.

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Parking Analysis

A parking analysis was completed to determine the parking demand for the proposed site to describe the parking operations and demand on site. In addition to traffic count data, peak parking data was also collected at the existing sports complexes in Maple Grove (MG) and Inver Grove Heights (IGH). The local data from the two comparable sites were used along with parking requirements based on the City of Rochester's Unified Development Ordinance (UDO), the ITE *Parking Generation Manual* (6th Edition) to estimate parking demand for the proposed development. **Table 40** summarizes the parking demand by land use of the proposed development.

Table 40: Parking Demand Estimated for the Proposed Development

Land Use Classification	Variable	Utilized Parking Ratio (Resource)	Parking Demand (per unit/SF)
Multi-family Residential	100 Units	**0.5-2 spaces/ dwelling unit** *(City's current UDO)*	50-200 spaces
		Weekday: 1.59 spaces/ dwelling unit **Saturday: 1.44 spaces/ dwelling unit** *(LUC 220 - ITE Parking Generation Manual)*	**Weekday: 159 (85th Percentile)** **Saturday: 144 (85th Percentile)**
Retail	112,000 SF	**1 space/ 300 SF - 1 space/ 200 SF** *(City's current UDO)*	373-560 spaces
		Weekday: 5.24 spaces/ 1,000 SF **Saturday: 3.83 spaces/ 1,000 SF** *(LUC 821 - ITE Parking Generation Manual)*	**Weekday: 587 (85th Percentile)** **Saturday: 429 (85th Percentile)**
Sports Complex	Phase 1: 10 Fields Phase 2: +2 Fields	**Saturday: 56 spaces/ field** *(Local Data)* **Weekday: 25 spaces/field** *(Calculated using the 2.28 ratio from Table 18 which compares Saturday and Weekday Trip Generation 56/2.25=25)*	**Phase 1: Saturday: 560 spaces** **Weekday: 250 spaces** **Phase 2: Saturday: +112 spaces** **Weekday: +50 spaces**
Pickleball Courts	Phase 1: 10 Courts	**Saturday: 9 spaces/court*** *(Calculated using a ratio of trips to parking spaces)* **Weekday: 4 spaces/field** *(Applied 2.28 ratio – same as above 9/2.28=4)*	**Saturday: 90 spaces** **Weekday: 40 spaces**
Fieldhouse	Phase 2: 154,500 SF	**Weekday: 2.32 spaces/ 1,000 SF** **Saturday: 1.95 spaces/ 1,000 SF** *(LUC 495 - ITE Parking Generation Manual)*	**Weekday: 358 (85th Percentile)** **Saturday: 301 (85th Percentile)**
Total			**Weekday: 698 spaces – Sports Complex** **587 spaces – Retail** **159 spaces – Residential** **Saturday: 1,063 spaces – Sports Complex** **429 spaces – Retail** **114 spaces - Residential**

*The pickleball court Saturday ratio was calculated using a ratio of proposed site trip rates to parking rates since data for pickleball and/or tennis courts was not available in the ITE manual or the City's UDO.

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The ratio was calculated for the Sports Complex as follows:

- Saturday (local data): 56 spaces/field
- Saturday PM Peak Hour (local data): 47.38 trips/field
  - 1.18 spaces/trip *[56 spaces/47.38 trips]*
- This ratio (1.18 spaces/trip) was applied to the Pickleball Saturday peak hour trip ratio (7.67 trips/field) to calculate **9.05 spaces/field** *(7.67*1.18).*

In summary, the following maximum (between Weekday and Saturday) parking demand is recommended per phase excluding the commercial-retail development in Phase 2:

- Phase 1:
  - Sports Complex (10 Fields) + Pickleball Courts: **650 spaces**
- Phase 2:
  - Sports Complex (12 Fields) + Pickleball Courts + Fieldhouse:**1,120 spaces**

Based on the latest concept plan, the sports complex [excluding residential and retail parking] is estimated to have 736 spaces with Phase 1 and 1,318 spaces with Phase 2. The latest concept plan shows ample parking is available.

The commercial and residential parking will be held on those specific outparcels, separate from the overall Sports Complex and will be designed to the City's UDO guidelines.

Site Access, Layout, and Circulation Review Analysis

Access is proposed via 45th St for the initial build scenario (Phase 1). The proposed retail portions of the site will connect to the internal East/West (E/W) Roadway (45th St). The E/W Roadway will intersect with a North/South (N/S) Roadway that will provide access to the northern parking lot and future fieldhouse. There are two major sports complex parking lots planned. In Phase 1 the southern lot will be constructed with 420 parking stalls provided and the northern lot will have 316 parking stalls. In Phase 2, 394 parking stalls will be added to the south parking lot, and 290 parking stalls will be added to the north parking lot, however, 102 parking stalls will be removed from the north parking lot to construct the fieldhouse. The field house, playground, and central lawn/plaza is proposed in the middle of the ball fields can be easily accessed via both parking lots. The southern lot will primarily serve 4 baseball fields and two multipurpose fields. The northern lot will primarily serve 4 baseball fields, 12 pickleball fields, a basketball court, and one multi-purpose field.

The current site plan indicates internal sidewalks/multi-use paths that will connect all parking lots to the surrounding facilities. A multi-use path also directly connects the southern multi-purpose fields to the southern and northern ball fields and central plaza area. While not depicted on the plan, it is recommended that sidewalks/multi-use paths connect to the future fields on the east side of the N/S Roadway and appropriate pedestrian safety features are included at that crossing. Bump outs and enhanced cross features such as a rectangular rapid flashing beacon (RRFB) should be considered with Phase 2 when the additional fields are constructed to the east of the N/S roadway. It is recommended that all internal sidewalks/paths and crosswalks are ADA compliant. See **Figure 7** for the proposed internal marked pedestrian crossing locations.

The Willow Creek Regional Trail project is currently underway. The project will construct approximately 2.5 miles of shared use trail along Willow Creek to connect southeast Rochester and Gamehaven

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Regional Park. The current trail alignment proposed as a part of the trail project is shown on the east side of the Sports Complex site plan. The project is currently completing a feasibility study and is anticipated to move into preliminary design this winter (2025) and final design next summer (2026) with construction anticipated in 2027. The Willow Creek Regional Trail project design team is currently evaluating options for crossing CSAH 47, including a pedestrian bridge. As shown on the proposed site plan, the Willow Creek Regional Trail would connect to the proposed development as is depicted on the site plan. The trail connections shown on the north side of the site plan are recommended to connect the residential area to the west of the site to the Willow Creek Regional Trail. A trail connection is also recommended on the north side to connect to the parking lot, basketball court, and pickleball courts. Providing connections to the Willow Creek Regional Trail promotes alternative transportation modes for people visiting the Sports Complex. It is recommended that the project team work with the Willow Creek Regional Trail project team to modify the trail alignment to minimize trail crossings of the proposed 40th St access over to the N/S roadway as noted on **Figure 7** (Phase 2 recommendation).

While transit availability is currently limited, the area is served by one weekday route and two weekend routes with bus stops located along St Bridget Rd. The proposed and recommended modifications to pedestrian sidewalks and trails as shown on **Figure 7** will provide direct access to existing facilities and the existing bus stops near the proposed development.

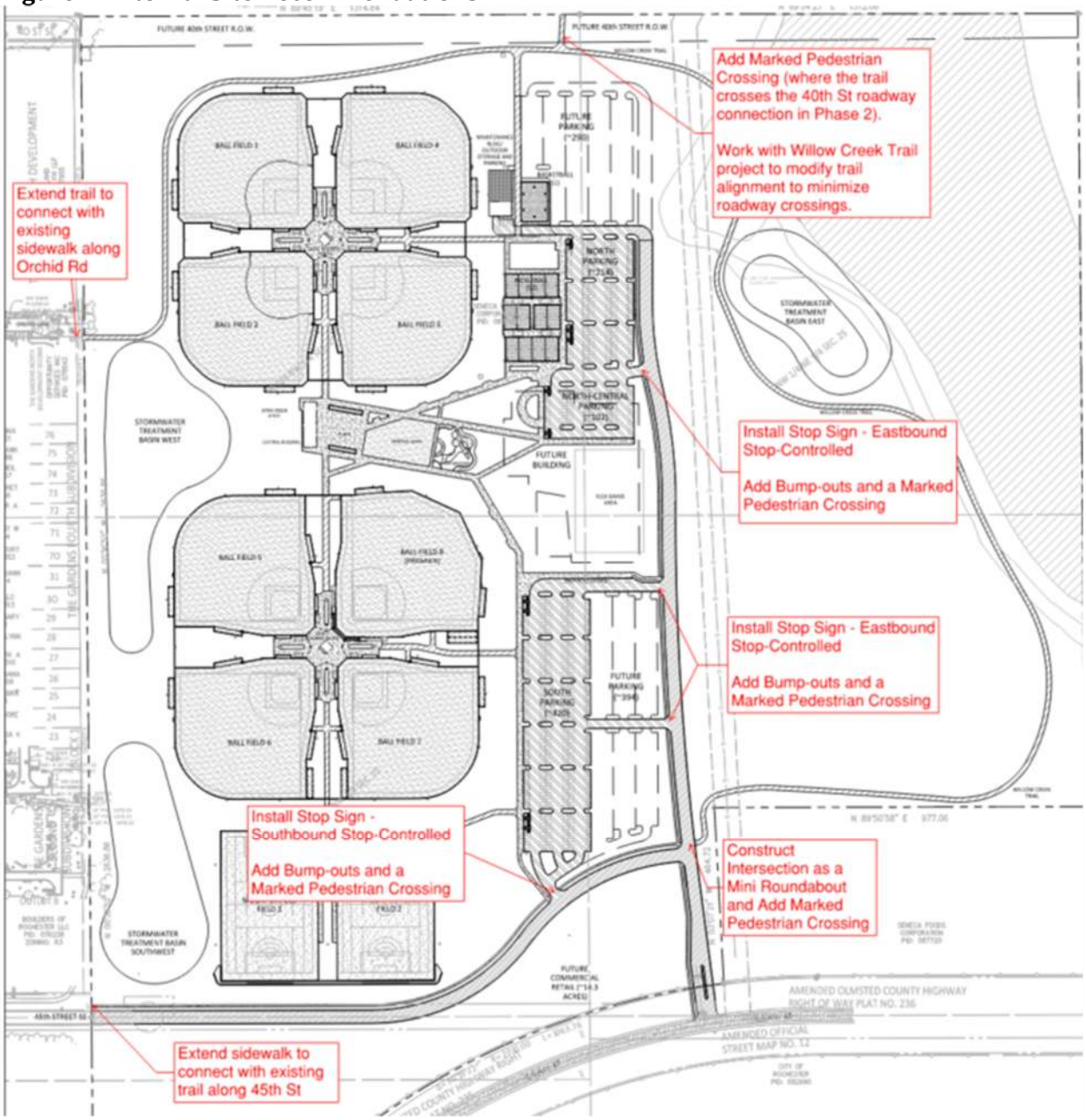
Internal traffic control and recommendations were made based on proposed site traffic and circulation. Turn lane needs were evaluated using the NCHRP 457 guidance. No turn lanes are justified along the internal E/W or N/S roadways as a part of the Sports Complex development for Phases 1 and 2. However, preliminary analysis of the volumes into the commercial-retail area indicates that right turn lanes could be needed in the future when the area south of the E/W roadway develops. Bump-outs are recommended for traffic calming along the N/S roadway at the parking lot accesses.

Additionally, a mini roundabout is recommended at the intersection of the E/W and N/S roadway. As previously mentioned, there is a planned roadway extension of 40th St between St Bridget Rd and CR 1. When the official extension is constructed there will be a portion of time that the proposed 40th St connection to the site will not be accessible. A new second access will be needed to the site per fire code requirements when the proposed 40th St site access is temporarily closed. An access to the site is recommended off CR 47 when the site is no longer accessible via 40th St. With an access off CR 47, there could be cut-through traffic through the project area. To limit cut-through traffic a mini roundabout at the intersection of the E/W and N/S roadways should be constructed to deter cut-through traffic. It is recommended that the mini roundabout be constructed now to eliminate reconstruction of the intersection in the future.

Refer to **Figure 7** for the recommendations and **Appendix A** for a modified site plan with the recommended bump outs and mini roundabout to be constructed in Phase 1 with a single access off 45th St.

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Figure 7: Internal Site Recommendations



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Recommendations

Recommendations and associated costs of improvements are listed by phase below.

Phase 1:

- Construct single access into proposed site at 45th St and St Bridget Rd
  - Although operations are acceptable with a single access at 45th St or 40th St, with Phase 1 the single access is recommended at 45th St since the 45th St connection is needed for commercial/retail access and the exact timing of the commercial/retail development is unknown.
- Modify the 45th Street and St Bridget Rd intersection with the following changes:
  - Add a 300 ft westbound left turn lane
  - Add a 200 ft westbound right turn lane
  - Maintain a westbound through lane
  - Add W4-4P "cross traffic does not stop" signage to the stop signs at intersection
- Add marked pedestrian crossings, bump-outs, and install stop signs as noted on **Figure 7**
- Work with the Willow Creek Regional Trail project team to minimize trail crossings of the proposed roadway network (future 40th St connection to North/South roadway) as noted on **Figure 7**
- Extend sidewalk and trail connections to tie into the existing facilities along Orchid Rd and 45th St as shown on **Figure 7**
- With the intersection of 45th St and St Bridget Rd critical index over one showing a crash concern, safety should continue to be monitored at the intersection. If the crash trend continues other measures should be considered to improve safety.
- Anticipated cost of the modifications to 45th St and St Bridget: $420,000 (2026 dollars). The detailed preliminary cost estimate is included in **Appendix E**.

Phase 2:

- Construct secondary access into proposed site at 40th Street and St Bridget Rd
- Accesses are recommended at 45th St and 40th St with Phase 2 for the following reasons
  - Per the Olmsted County Access Management Ordinance access should be taken from a lower classification roadway
  - Speeds are lower along St Bridget Rd/40th St/45th St than CR 47 (55 MPH roadway) making 40th St and 45th St preferable access locations compared to CR 47
  - Accesses at 40th St and 45th St better distribute traffic to and from the Sports Complex and keep St Bridget Rd at Maine Ave operating better with less traffic on St Bridget Rd conflicting with Maine Ave traffic.
- Install traffic signal at the intersection of 45th St and St Bridget Rd (as justified by a future Intersection Control Evaluation (ICE) report)
  - There are no traffic signals currently in close proximity to the intersection of 45th St and St Bridget Rd so the recommended City signal spacing of ¼ to ½ mile spacing on secondary arterials and collectors would be met. (St Bridget Rd is classified as a Major Collector).
- Modify the 40th St and St Bridget Rd intersection with the following changes:
  - Remove W4-4aP "traffic from left does not stop" sign from northbound stop sign
  - Remove W4-4bP "oncoming traffic does not stop" sign from westbound stop sign

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  - Install R1-1 “stop” sign for eastbound through traffic making the intersection an all-way stop (excluding the free eastbound right turn movement)
  - Install R1-3P “all way” signs on the eastbound, northbound, and westbound approaches
- Anticipated cost of the 40th St extension to the N/S roadway and installing a traffic signal at 45th St: $1,700,000 (2032 dollars). The detailed preliminary cost estimate is included in **Appendix E**.

Phase 3:

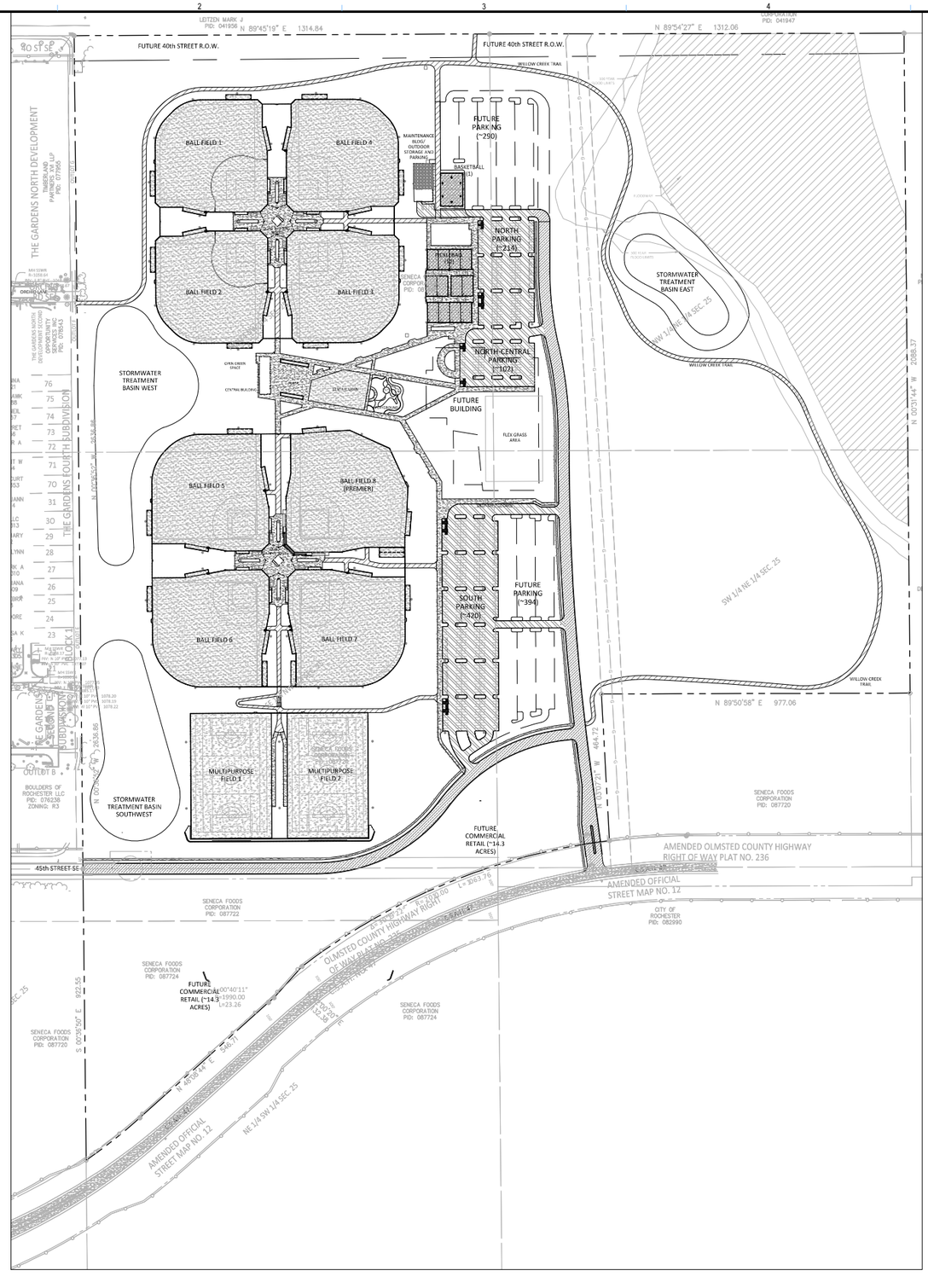
- Install traffic signal at the intersection of 40th St and St Bridget Rd (as justified by a future Intersection Control Evaluation (ICE) report)
  - A traffic signal here would be within 700 feet from the existing signal at 40th St/NB Hwy 63-Woodlake Dr which would not meet city spacing standards for traffic signals (40th St is classified as a Major Collector)
- Install traffic signal at the intersection of 48th St and NB Hwy 63 (as justified by a future Intersection Control Evaluation (ICE) report)
  - A traffic signal here would be within ¼ mile from the existing signal at 48th St/Maine Ave (48th St is classified as a Major Collector)

When the official 40th St extension is constructed between St Bridget Rd and CR 1 there will be a portion of time that the proposed 40th St connection to the site will not be accessible. A new second access will be needed to the site per fire code requirements when the proposed 40th St site access is temporarily closed. An access to the site is recommended off CR 47 when the site is no longer accessible via 40th St. The high-level planning estimated cost to add turn lanes along CR 47 and extend the existing culvert along CR 47 to the east is $950,000 in 2032 dollars or $1,400,000 in 2042 dollars.

Appendix A – Draft Site Plan

LISTED DRAWINGS SCALES UNLESS REDUCED FROM ORIGINAL 24 x 42 FORMAT

Draft Concept Layout



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Kahler Slater

KnutsonConstruction

NOT FOR CONSTRUCTION

PROJECT TITLE

City of Rochester Regional Sports Recreation Center

Rochester, MN

KEYPLAN

ISSUE	DATE	DESCRIPTION

CERTIFICATION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.

Date 10/03/2025 Reg. No. 23543

Signed:

JAY R. POMEROY

ISSUE DATE	DRAWN BY
10/03/2025	CDL
PROJECT #	CHECKED BY
24X136499	JRP

SHEET TITLE

COVER SHEET - UDC CHECKLIST

SHEET NUMBER

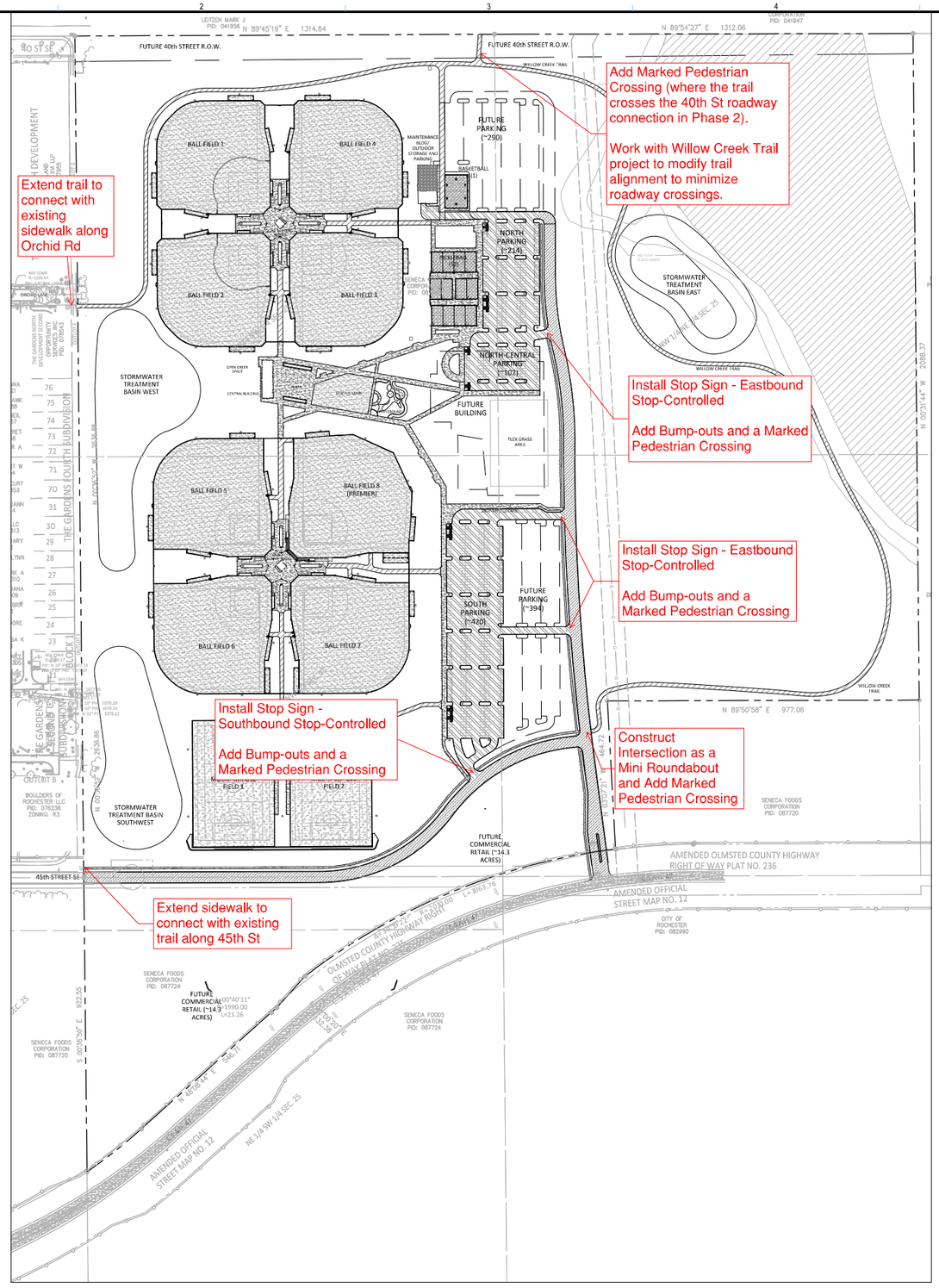
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LISTED DRAWINGS SCALES UNLESS REDUCED FROM ORIGINAL 24 x 36 FORMAT



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Kahler Slater

KnutsonConstruction

NOT FOR CONSTRUCTION

PROJECT TITLE

City of Rochester Regional Sports Recreation Center

Rochester, MN

KEYPLAN

ISSUE	DATE	DESCRIPTION

CERTIFICATION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.

Date 10/03/2025 Reg. No. 23543

Signed

JAY R. POMEROY

ISSUE DATE	DRAWN BY
10/03/2025	CDL
PROJECT #	CHECKED BY
24X136499	JRP

SHEET TITLE

COVER SHEET - UDC CHECKLIST

SHEET NUMBER

C0.00

CONSTRUCTION DOCUMENTS

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Rochester RSRC

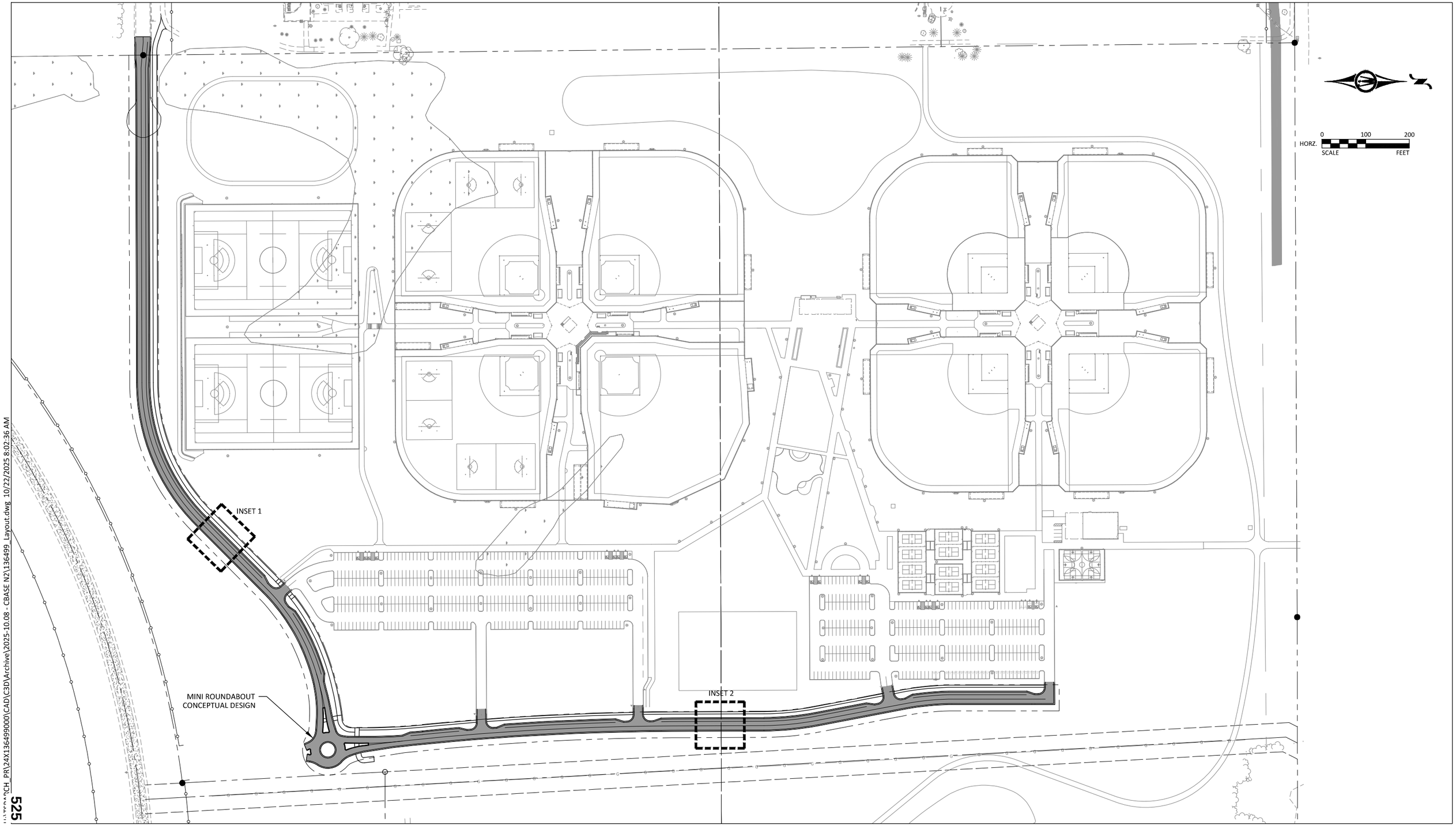
City of Rochester

Draft Concept Layout - Phase 1 Build out with Access at 45th St

Public Roadway Layout

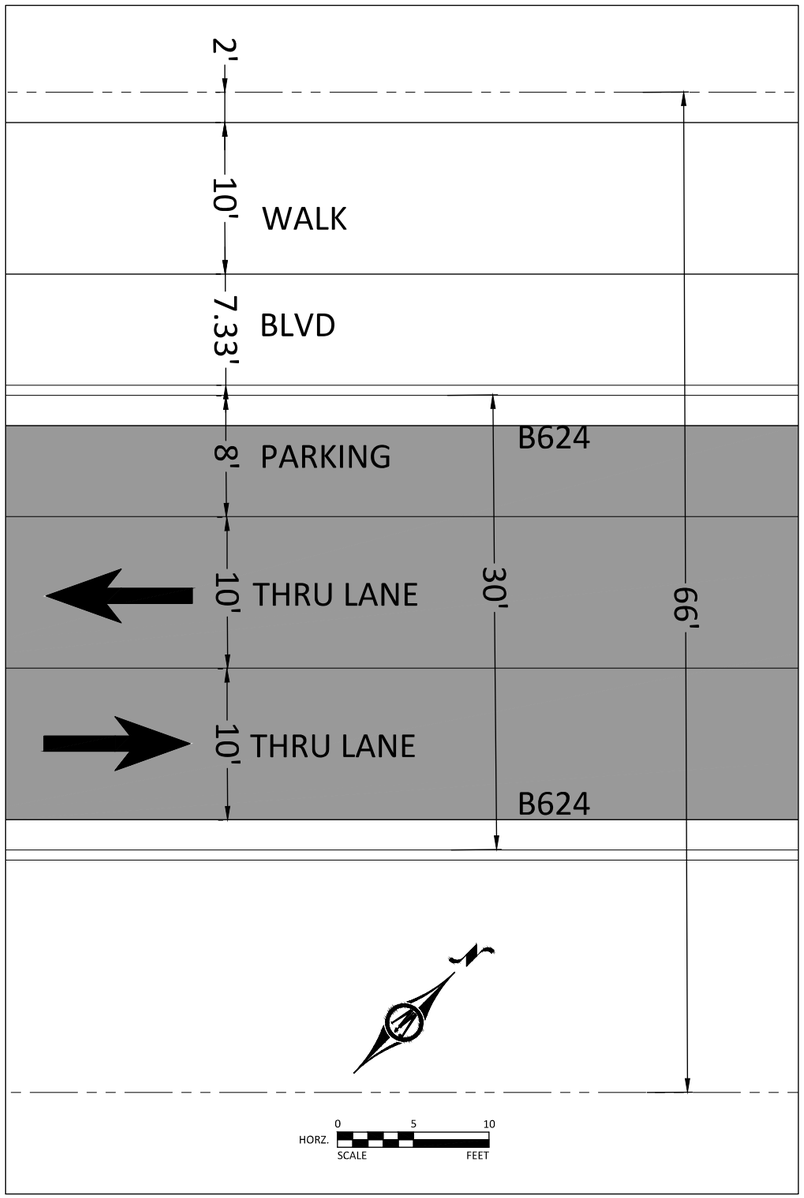
October 2025

BOLTON & MENK



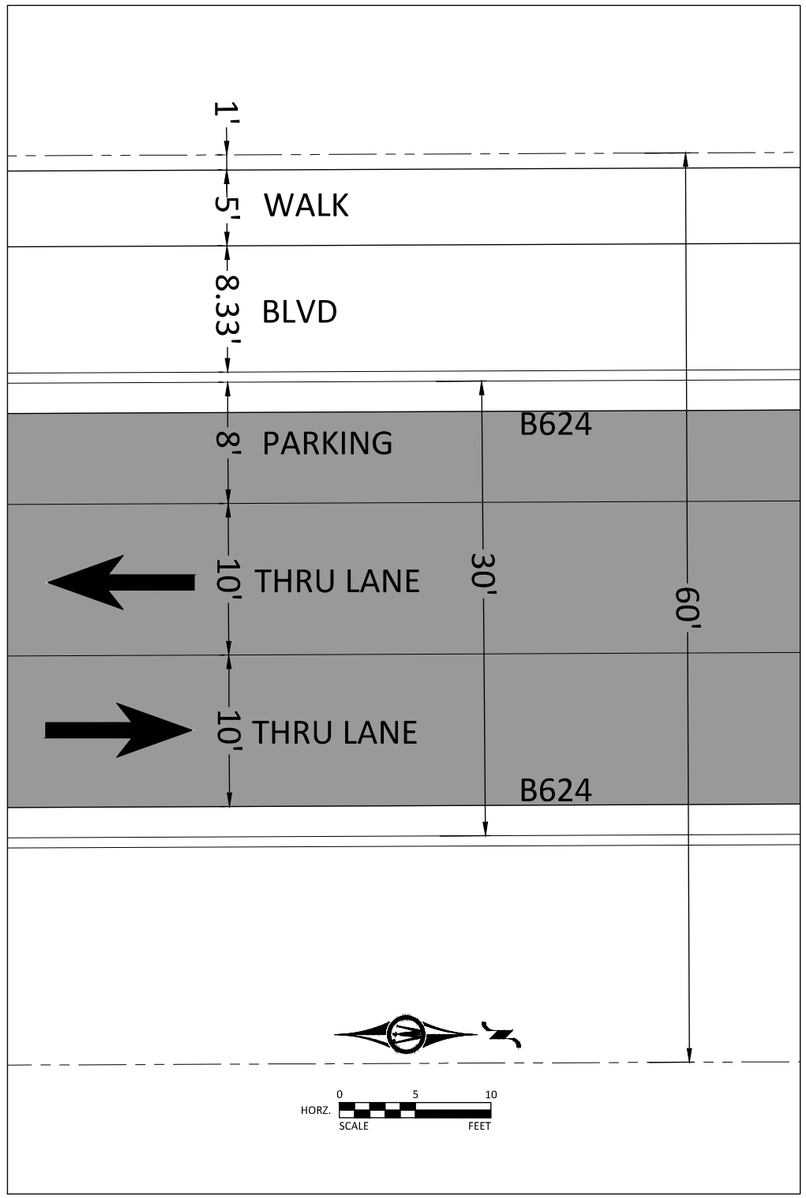
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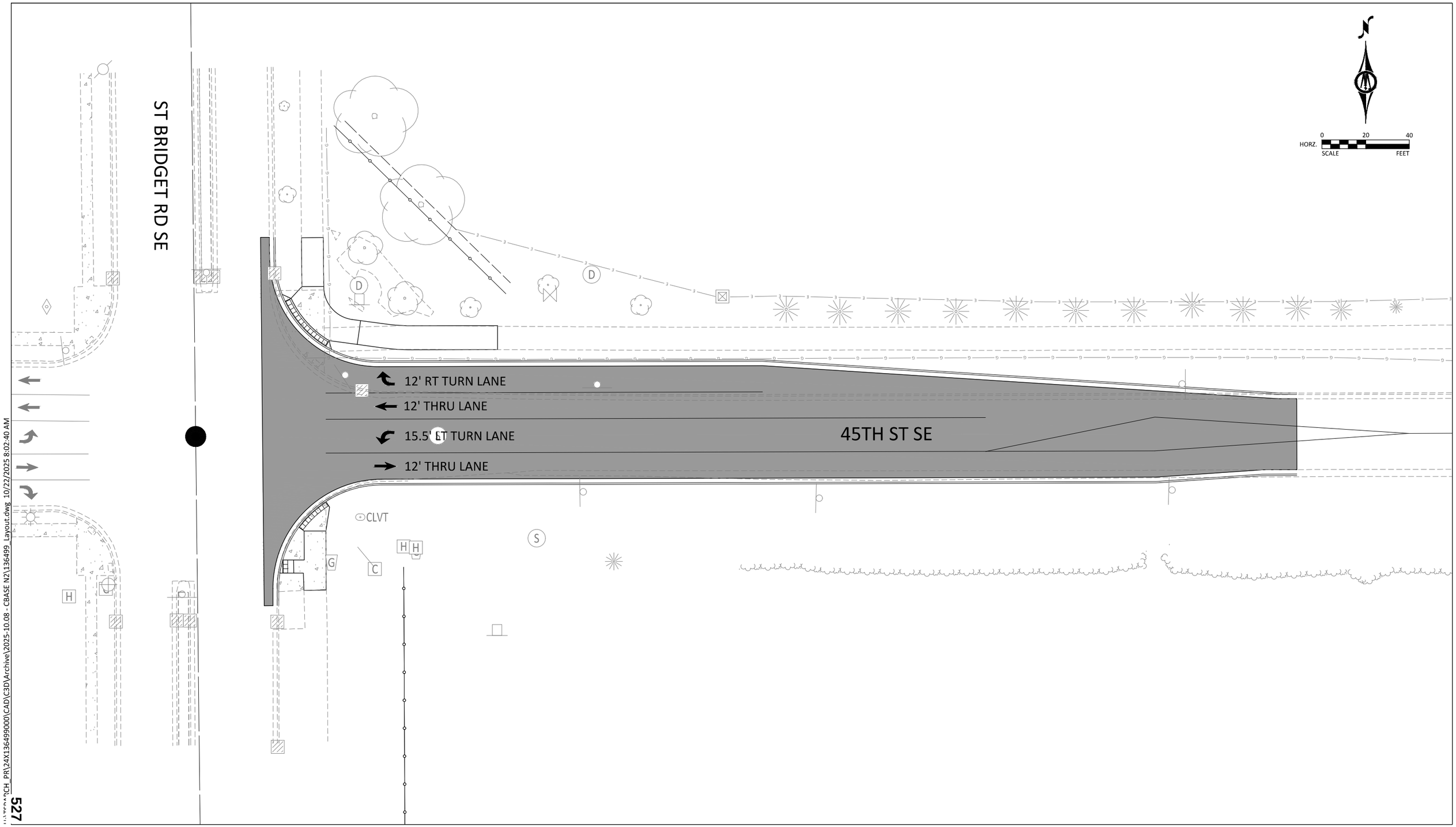
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INSET 2



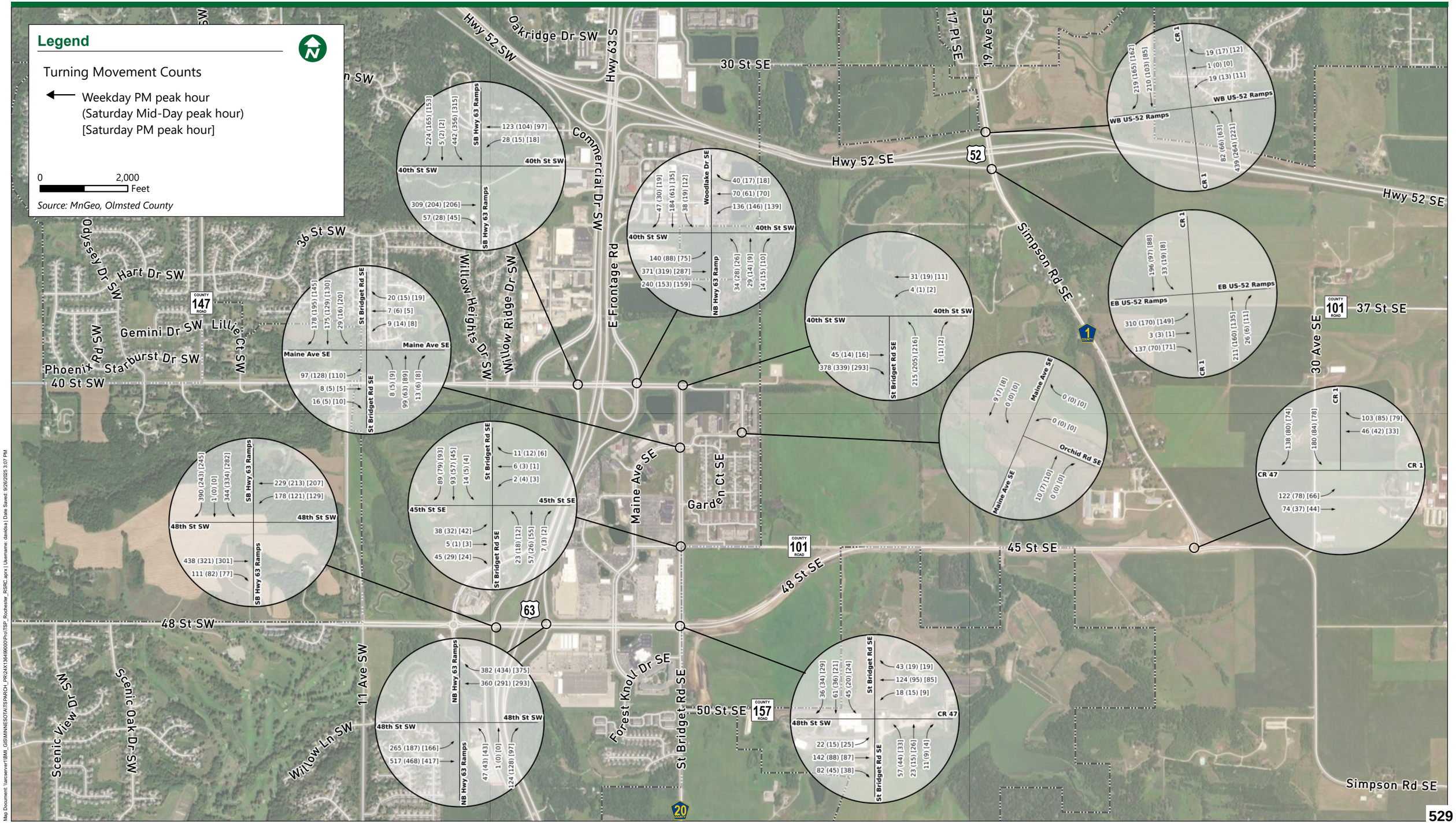
NORTH-SOUTH ROAD - TYPICAL SECTION

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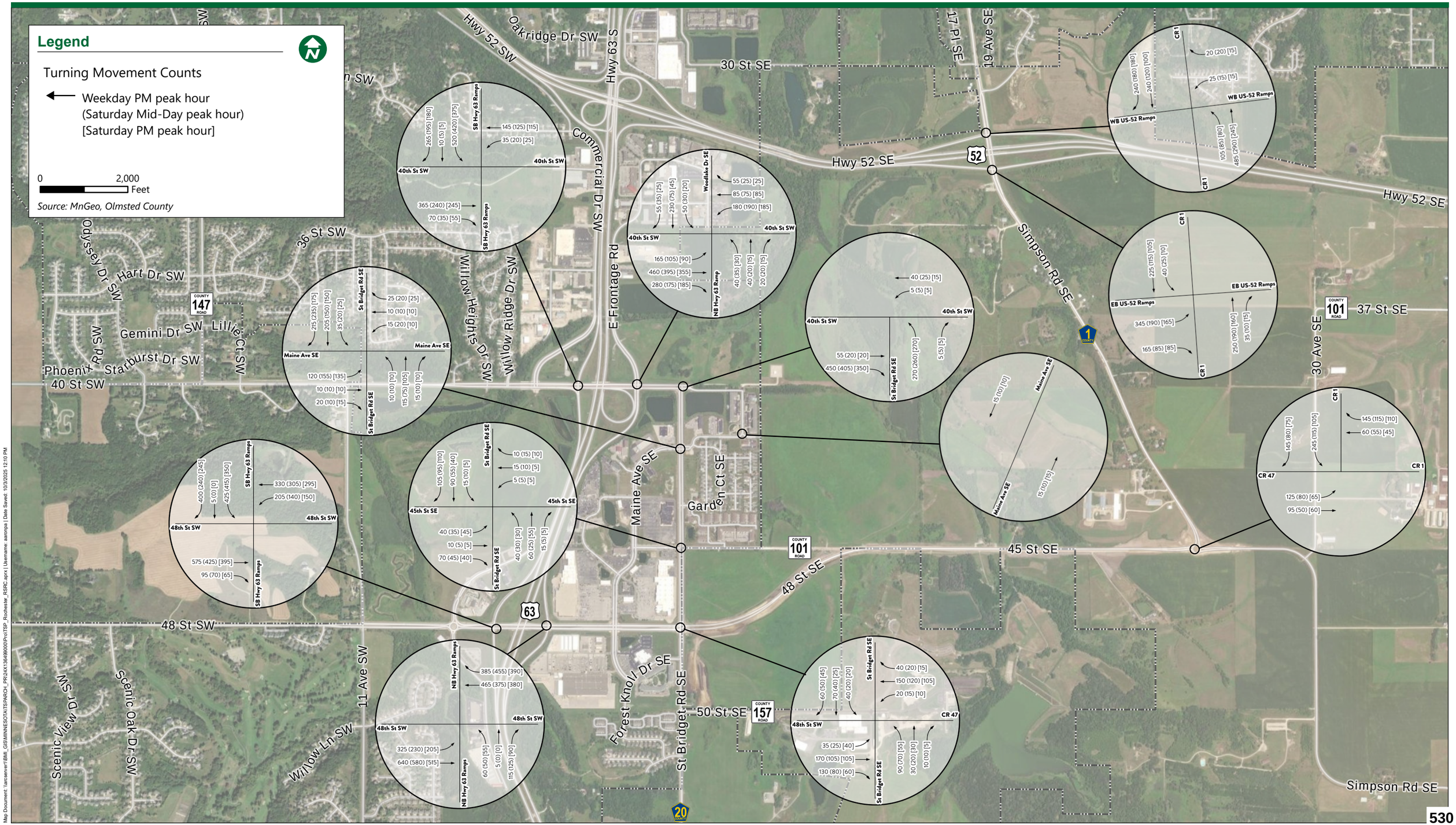


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Appendix B – Traffic Volumes



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Legend
Turning Movement Counts
Weekday PM peak hour
(Saturday Mid-Day peak hour)
[Saturday PM peak hour]
0
2,000
Feet
Source: MnGeo, Olmsted County
Hwy 52 SW
Oakridge Dr SW
Hwy 63 S
30 St SE
17 Pl SE
19 Ave SE
Hwy 52 SE
Commercial Dr SW
E Frontage Rd
Simpson Rd SE
36 St SW
Odyssey Dr SW
Hart Dr SW
Willow Heights Dr SW
Willow Ridge Dr SW
Gemini Dr SW
Lillian Ct SW
Phoenix Rd SW
Starburst Dr SW
40 St SW
37 St SE
30 Ave SE
Maine Ave SE
Garden Ct SE
45 St SE
48 St SE
48 St SW
Forest Knoll Dr SE
St Bridget Rd SE
50 St SE
11 Ave SW
Willow Ln SW
Scenic View Dr SW
Scenic Oak Dr SW
Simpson Rd SE
SB Hwy 63 Ramps
40th St SW
NB Hwy 63 Ramp
Woodlake Dr SE
WB US-52 Ramps
EB US-52 Ramps
CR 1
St Bridget Rd SE
Maine Ave SE
45th St SE
48th St SW
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CR 47
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COUNTY 101 ROAD
COUNTY 157 ROAD
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63
1 COUNTY
20 COUNTY

Legend

Turning Movement Counts

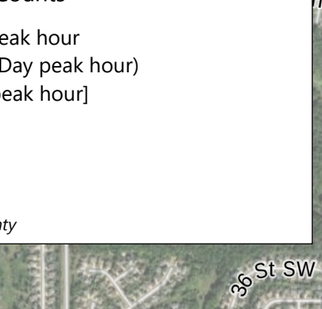
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(Saturday Mid-Day peak hour)
[Saturday PM peak hour]

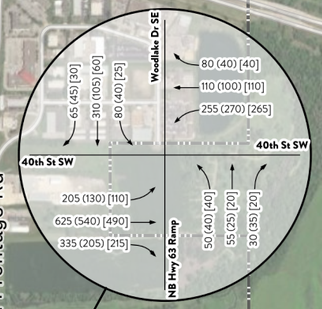
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Source: MnGeo, Olmsted County

Hwy 52 SW
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Hwy 63 S
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19 Ave SE
Hwy 52 SE
Commercial Dr SW
E Frontage Rd
Simpson Rd SE
36 St SW
Odyssey Dr SW
Hart Dr SW
Gemini Dr SW
Lillian Ct SW
Phoenix Rd SW
Starburst Dr SW
40 St SW
Willow Heights Dr SW
Willow Ridge Dr SW
Maine Ave SE
Garden Ct SE
37 St SE
30 Ave SE
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11 Ave SW
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Scenic View Dr SW
Scenic Oak Dr SW

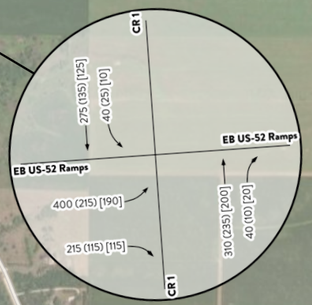
COUNTY 147 ROAD
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COUNTY 157 ROAD
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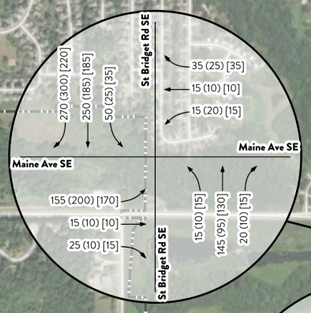


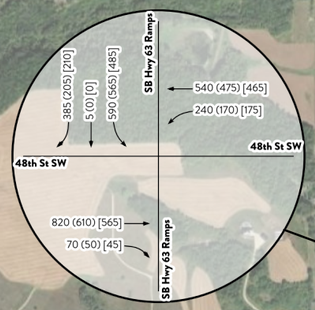


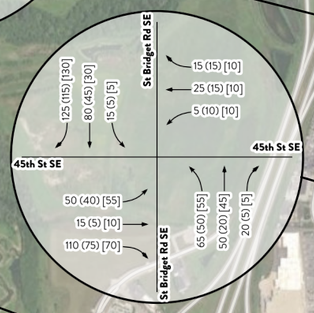


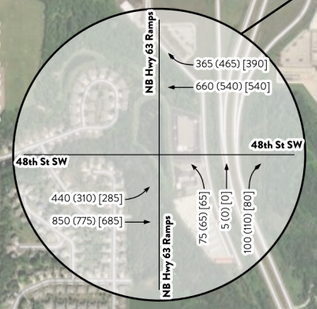


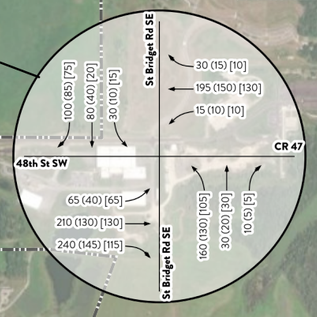


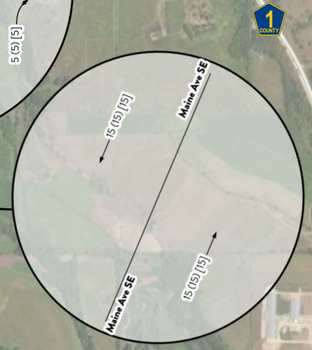


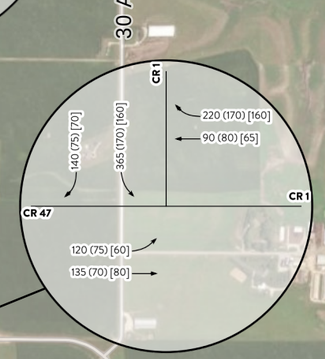




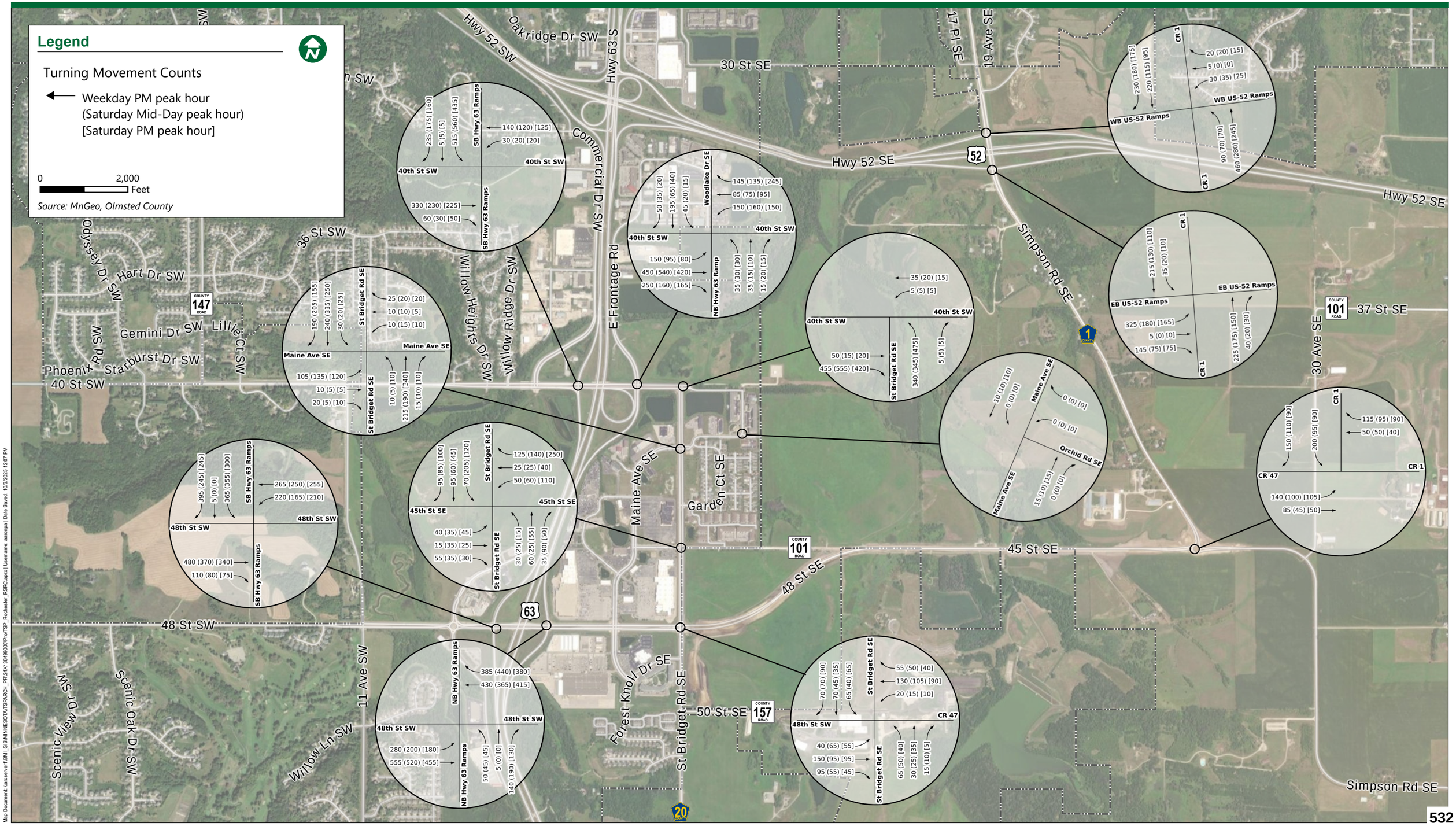


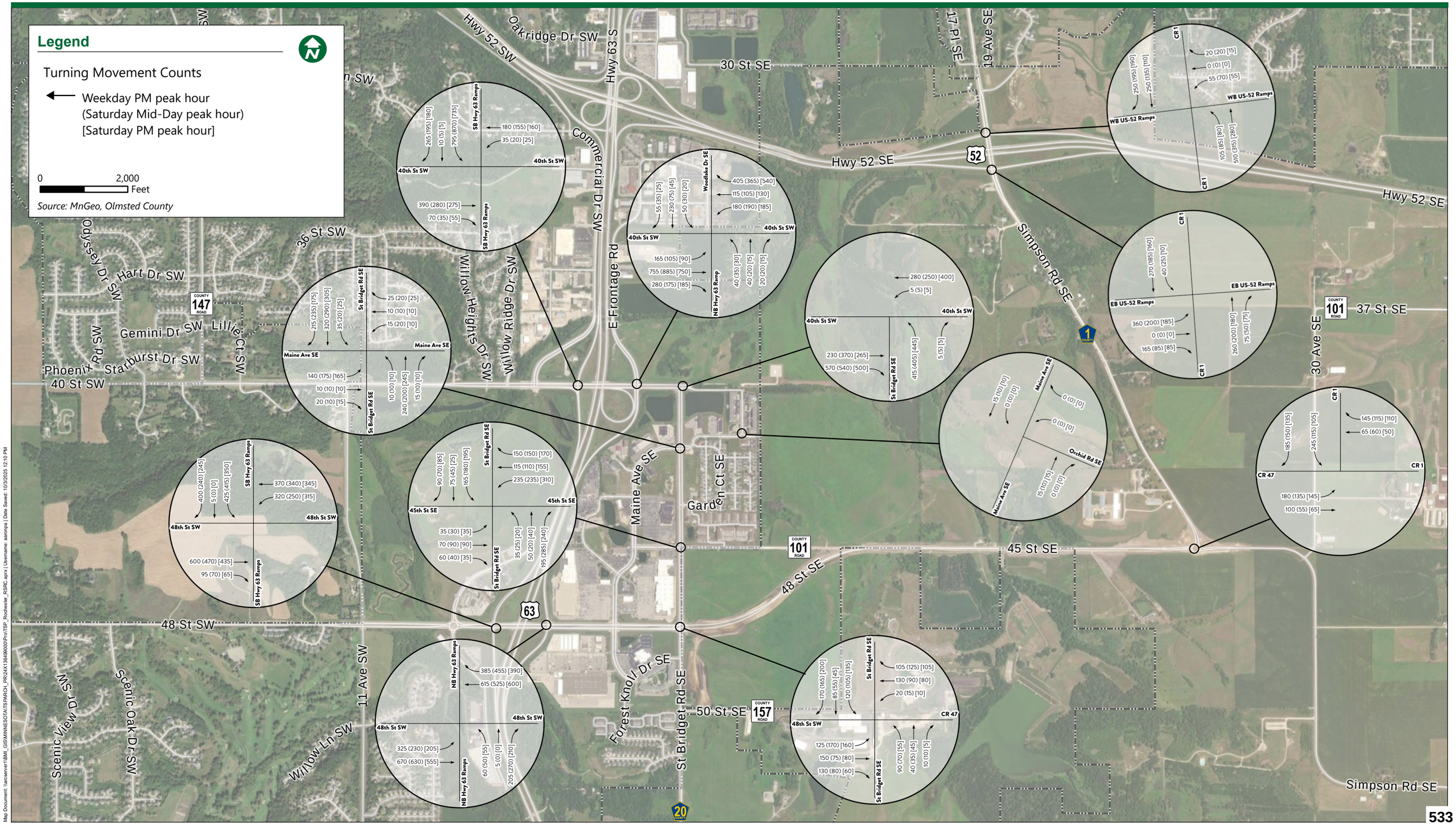




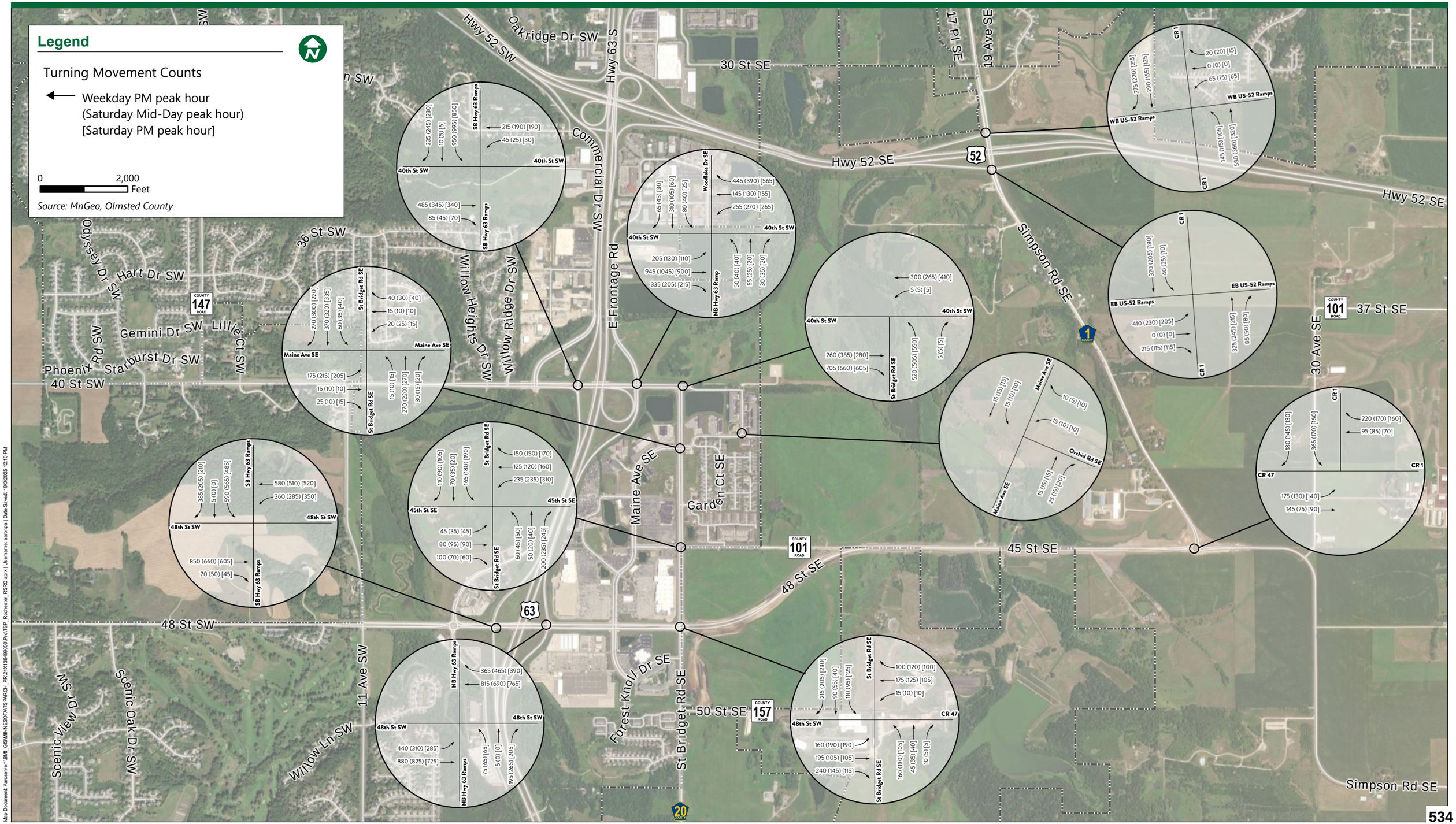


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Legend
Turning Movement Counts
Weekday PM peak hour
(Saturday Mid-Day peak hour)
[Saturday PM peak hour]
0
2,000
Feet
Source: MnGeo, Olmsted County
Hwy 52 SW
Oakridge Dr SW
Hwy 63 S
30 St SE
17 Pl SE
19 Ave SE
Hwy 52 SE
Commercial Dr SW
E Frontage Rd
Simpson Rd SE
36 St SW
Odyssey Dr SW
W Hart Dr SW
Gemini Dr SW
Lillian Ct SW
Phoenix Rd SW
Starburst Dr SW
40 St SW
Willow Heights Dr SW
Willow Ridge Dr SW
37 St SE
30 Ave SE
45 St SE
48 St SE
48 St SW
50 St SE
Maine Ave SE
Garden Ct SE
Forest Knoll Dr SE
St Bridget Rd SE
11 Ave SW
Willow Ln SW
Scenic View Dr SW
Scenic Oak Dr SW
Orchid Rd SE
CR 1
CR 47
WB US-52 Ramps
EB US-52 Ramps
SB Hwy 63 Ramps
NB Hwy 63 Ramps
Woodlake Dr SE
40th St SW
45th St SE
48th St SW
20 (20) [15]
5 (0) [0]
30 (35) [25]
230 (180) [175]
220 (115) [95]
90 (70) [70]
460 (280) [245]
215 (130) [110]
35 (20) [10]
325 (180) [165]
5 (0) [0]
145 (75) [75]
225 (175) [150]
40 (20) [30]
150 (110) [90]
200 (95) [90]
115 (95) [90]
50 (50) [40]
140 (100) [105]
85 (45) [50]
235 (175) [160]
5 (5) [5]
515 (560) [435]
140 (120) [125]
30 (20) [20]
330 (230) [225]
60 (30) [50]
50 (35) [20]
195 (65) [40]
45 (20) [15]
145 (135) [245]
85 (75) [95]
150 (160) [150]
150 (95) [80]
450 (540) [420]
250 (160) [165]
35 (30) [30]
35 (15) [10]
15 (20) [15]
35 (20) [15]
5 (5) [5]
50 (15) [20]
455 (555) [420]
340 (345) [475]
5 (5) [5]
190 (205) [155]
240 (335) [250]
30 (20) [25]
25 (20) [20]
10 (10) [5]
10 (15) [10]
105 (135) [120]
10 (5) [5]
20 (5) [10]
10 (5) [5]
90 (340) [340]
15 (10) [10]
215 (190) [340]
10 (10) [10]
0 (0) [0]
0 (0) [0]
0 (0) [0]
15 (10) [15]
0 (0) [0]
395 (245) [245]
5 (0) [0]
365 (355) [300]
265 (250) [255]
220 (165) [210]
480 (370) [340]
110 (80) [75]
95 (85) [100]
95 (60) [45]
70 (205) [120]
125 (140) [250]
25 (25) [40]
50 (60) [110]
40 (35) [45]
15 (35) [25]
55 (35) [30]
30 (25) [15]
60 (25) [55]
35 (90) [50]
385 (440) [380]
430 (365) [415]
280 (200) [180]
555 (520) [455]
50 (45) [45]
5 (0) [0]
140 (190) [130]
70 (70) [90]
70 (45) [35]
65 (40) [65]
55 (50) [40]
130 (105) [90]
20 (15) [10]
40 (65) [55]
150 (95) [95]
95 (55) [45]
65 (50) [40]
30 (25) [35]
15 (10) [5]
COUNTY 147 ROAD
COUNTY 101 ROAD
COUNTY 157 ROAD
52
63
1 COUNTY
20 COUNTY



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Appendix C – Crash Worksheets

Intersection Safety Screening

Intersection: 40th St SW and Hwy 63 SB Ramps

Statewide Averages based on 2018-2022 crashes

Crashes by Crash Severity	
Fatal (K)	0
Incapacitating Injury (A)	0
Minor Injury (B)	3
Possible Injury (C)	1
Property Damage (PDO)	1
Total Crashes	5

Intersection Characteristics	
Entering Volume	13,514
Environment	Urban
Lighting	Lit
Traffic Control	Signal

Annual crash cost = $164,600

Statewide comparison = Signal, Low Volume (<=20K)

Total Crash Rate	
Observed	0.203
Statewide Average	0.520
Critical Rate	0.910
Critical Index	**0.22**

Fatal & Serious Injury Crash Rate	
Observed	0.000
Statewide Average	0.829
Critical Rate	5.200
Critical Index	**0.00**

The observed crash rate is the number of crashes per million entering vehicles (MEV). The critical rate is a statistical comparison based on similar intersections statewide. An observed crash rate greater than the critical rate indicates that the intersection operates outside the expected, normal range. The critical index reports the magnitude of this difference (i.e. observed crash rate ÷ critical crash rate).

The observed total crash rate for this period is 0.20 per MEV; this is 78% below the critical rate. Based on similar statewide intersections, an additional 18 crashes over the five years would indicate this intersection operates outside the normal range.

The observed fatal and serious injury crash rate for this period is 0.00 per 100 MEV; this is 100% below the critical rate. The intersection operates within the normal range.

Intersection Safety Screening

Intersection: 40th St SW and Hwy 63 NB Ramps

Statewide Averages based on 2018-2022 crashes

Crashes by Crash Severity	
Fatal (K)	0
Incapacitating Injury (A)	0
Minor Injury (B)	3
Possible Injury (C)	9
Property Damage (PDO)	12
Total Crashes	24

Intersection Characteristics	
Entering Volume	15,261
Environment	Urban
Lighting	Lit
Traffic Control	Signal

Annual crash cost = $385,200

Statewide comparison = Signal, Low Volume (<=20K)

Total Crash Rate	
Observed	0.861
Statewide Average	0.520
Critical Rate	0.890
Critical Index	**0.97**

Fatal & Serious Injury Crash Rate	
Observed	0.000
Statewide Average	0.829
Critical Rate	4.830
Critical Index	**0.00**

The observed crash rate is the number of crashes per million entering vehicles (MEV). The critical rate is a statistical comparison based on similar intersections statewide. An observed crash rate greater than the critical rate indicates that the intersection operates outside the expected, normal range. The critical index reports the magnitude of this difference (i.e. observed crash rate ÷ critical crash rate).

The observed total crash rate for this period is 0.86 per MEV; this is 3% below the critical rate. Based on similar statewide intersections, an additional 1 crashes over the five years would indicate this intersection operates outside the normal range.

The observed fatal and serious injury crash rate for this period is 0.00 per 100 MEV; this is 100% below the critical rate. The intersection operates within the normal range.

Intersection Safety Screening

Intersection: 40th St SW and St Bridget Road SE

Statewide Averages based on 2018-2022 crashes

Crashes by Crash Severity	
Fatal (K)	0
Incapacitating Injury (A)	0
Minor Injury (B)	0
Possible Injury (C)	0
Property Damage (PDO)	0
Total Crashes	0

Intersection Characteristics	
Entering Volume	7,519
Environment	Urban
Lighting	Lit
Traffic Control	Thru-Stop

Annual crash cost = $0

Statewide comparison = Thru/STOP, Urban

Total Crash Rate	
Observed	0.000
Statewide Average	0.128
Critical Rate	0.410
Critical Index	**0.00**

Fatal & Serious Injury Crash Rate	
Observed	0.000
Statewide Average	0.317
Critical Rate	5.910
Critical Index	**0.00**

The observed crash rate is the number of crashes per million entering vehicles (MEV). The critical rate is a statistical comparison based on similar intersections statewide. An observed crash rate greater than the critical rate indicates that the intersection operates outside the expected, normal range. The critical index reports the magnitude of this difference (i.e. observed crash rate ÷ critical crash rate).

The observed total crash rate for this period is 0.00 per MEV; this is 100% below the critical rate. Based on similar statewide intersections, an additional 6 crashes over the five years would indicate this intersection operates outside the normal range.

The observed fatal and serious injury crash rate for this period is 0.00 per 100 MEV; this is 100% below the critical rate. The intersection operates within the normal range.

Intersection Safety Screening

Intersection: St Bridget Road SE and Maine Avenue

Statewide Averages based on 2018-2022 crashes

Crashes by Crash Severity	
Fatal (K)	0
Incapacitating Injury (A)	0
Minor Injury (B)	0
Possible Injury (C)	0
Property Damage (PDO)	2
Total Crashes	2

Intersection Characteristics	
Entering Volume	7,466
Environment	Urban
Lighting	Lit
Traffic Control	Thru-Stop

Annual crash cost = $5,200

Statewide comparison = Thru/STOP, Urban

Total Crash Rate	
Observed	0.147
Statewide Average	0.128
Critical Rate	0.410
Critical Index	**0.36**

Fatal & Serious Injury Crash Rate	
Observed	0.000
Statewide Average	0.317
Critical Rate	5.940
Critical Index	**0.00**

The observed crash rate is the number of crashes per million entering vehicles (MEV). The critical rate is a statistical comparison based on similar intersections statewide. An observed crash rate greater than the critical rate indicates that the intersection operates outside the expected, normal range. The critical index reports the magnitude of this difference (i.e. observed crash rate ÷ critical crash rate).

The observed total crash rate for this period is 0.15 per MEV; this is 64% below the critical rate. Based on similar statewide intersections, an additional 4 crashes over the five years would indicate this intersection operates outside the normal range.

The observed fatal and serious injury crash rate for this period is 0.00 per 100 MEV; this is 100% below the critical rate. The intersection operates within the normal range.

Intersection Safety Screening

Intersection: Maine Avenue and Orchid Road

Statewide Averages based on 2018-2022 crashes

Crashes by Crash Severity	
Fatal (K)	0
Incapacitating Injury (A)	0
Minor Injury (B)	0
Possible Injury (C)	0
Property Damage (PDO)	0
Total Crashes	0

Intersection Characteristics	
Entering Volume	256
Environment	Urban
Lighting	Lit
Traffic Control	Thru-Stop

Annual crash cost = $0

Statewide comparison = Thru/STOP, Urban

Total Crash Rate	
Observed	0.000
Statewide Average	0.128
Critical Rate	2.550
Critical Index	**0.00**

Fatal & Serious Injury Crash Rate	
Observed	0.000
Statewide Average	0.317
Critical Rate	117.840
Critical Index	**0.00**

The observed crash rate is the number of crashes per million entering vehicles (MEV). The critical rate is a statistical comparison based on similar intersections statewide. An observed crash rate greater than the critical rate indicates that the intersection operates outside the expected, normal range. The critical index reports the magnitude of this difference (i.e. observed crash rate ÷ critical crash rate).

The observed total crash rate for this period is 0.00 per MEV; this is 100% below the critical rate. Based on similar statewide intersections, an additional 2 crashes over the five years would indicate this intersection operates outside the normal range.

The observed fatal and serious injury crash rate for this period is 0.00 per 100 MEV; this is 100% below the critical rate. The intersection operates within the normal range.

Intersection Safety Screening

Intersection: 45th Street and St Bridget Road SE

Statewide Averages based on 2018-2022 crashes

Crashes by Crash Severity	
Fatal (K)	0
Incapacitating Injury (A)	0
Minor Injury (B)	1
Possible Injury (C)	0
Property Damage (PDO)	3
Total Crashes	4

Intersection Characteristics	
Entering Volume	3,842
Environment	Urban
Lighting	Lit
Traffic Control	Thru-Stop

Annual crash cost = *$53,800*

Statewide comparison = *Thru/STOP, Urban*

Total Crash Rate	
Observed	0.570
Statewide Average	0.128
Critical Rate	0.550
Critical Index	**1.04**

Fatal & Serious Injury Crash Rate	
Observed	0.000
Statewide Average	0.317
Critical Rate	10.170
Critical Index	**0.00**

The observed crash rate is the number of crashes per million entering vehicles (MEV). The critical rate is a statistical comparison based on similar intersections statewide. An observed crash rate greater than the critical rate indicates that the intersection operates outside the expected, normal range. The critical index reports the magnitude of this difference (i.e. observed crash rate ÷ critical crash rate).

The observed total crash rate for this period is 0.57 per MEV; this is 1.0 times the critical rate. If crashes were reduced by 1 over five years, this intersection would perform within normal range.

The observed fatal and serious injury crash rate for this period is 0.00 per 100 MEV; this is 100% below the critical rate. The intersection operates within the normal range.

Intersection Safety Screening

Intersection: 48th Street and Hwy 63 SB Ramps

Statewide Averages based on 2018-2022 crashes

Crashes by Crash Severity	
Fatal (K)	0
Incapacitating Injury (A)	0
Minor Injury (B)	2
Possible Injury (C)	4
Property Damage (PDO)	6
Total Crashes	12

Intersection Characteristics	
Entering Volume	17,742
Environment	Urban
Lighting	Lit
Traffic Control	Signal

Annual crash cost = $203,600

Statewide comparison = Signal, Low Volume (<=20K)

Total Crash Rate	
Observed	0.370
Statewide Average	0.520
Critical Rate	0.860
Critical Index	**0.43**

Fatal & Serious Injury Crash Rate	
Observed	0.000
Statewide Average	0.829
Critical Rate	4.420
Critical Index	**0.00**

The observed crash rate is the number of crashes per million entering vehicles (MEV). The critical rate is a statistical comparison based on similar intersections statewide. An observed crash rate greater than the critical rate indicates that the intersection operates outside the expected, normal range. The critical index reports the magnitude of this difference (i.e. observed crash rate ÷ critical crash rate).

The observed total crash rate for this period is 0.37 per MEV; this is 57% below the critical rate. Based on similar statewide intersections, an additional 16 crashes over the five years would indicate this intersection operates outside the normal range.

The observed fatal and serious injury crash rate for this period is 0.00 per 100 MEV; this is 100% below the critical rate. The intersection operates within the normal range.

Intersection Safety Screening

Intersection: 48th Street and Hwy 63 NB Ramps

Statewide Averages based on 2018-2022 crashes

Crashes by Crash Severity	
Fatal (K)	0
Incapacitating Injury (A)	0
Minor Injury (B)	4
Possible Injury (C)	0
Property Damage (PDO)	10
Total Crashes	14

Intersection Characteristics	
Entering Volume	18,913
Environment	Urban
Lighting	Lit
Traffic Control	Signal

Annual crash cost = $210,000

Statewide comparison = Signal, Low Volume (<=20K)

Total Crash Rate	
Observed	0.405
Statewide Average	0.520
Critical Rate	0.850
Critical Index	**0.48**

Fatal & Serious Injury Crash Rate	
Observed	0.000
Statewide Average	0.829
Critical Rate	4.260
Critical Index	**0.00**

The observed crash rate is the number of crashes per million entering vehicles (MEV). The critical rate is a statistical comparison based on similar intersections statewide. An observed crash rate greater than the critical rate indicates that the intersection operates outside the expected, normal range. The critical index reports the magnitude of this difference (i.e. observed crash rate ÷ critical crash rate).

The observed total crash rate for this period is 0.41 per MEV; this is 52% below the critical rate. Based on similar statewide intersections, an additional 16 crashes over the five years would indicate this intersection operates outside the normal range.

The observed fatal and serious injury crash rate for this period is 0.00 per 100 MEV; this is 100% below the critical rate. The intersection operates within the normal range.

Intersection Safety Screening

Intersection: St Bridget Road and CR 47

Statewide Averages based on 2018-2022 crashes

Crashes by Crash Severity	
Fatal (K)	0
Incapacitating Injury (A)	0
Minor Injury (B)	0
Possible Injury (C)	1
Property Damage (PDO)	3
Total Crashes	4

Intersection Characteristics	
Entering Volume	6,547
Environment	Urban
Lighting	Lit
Traffic Control	Thru-Stop

Annual crash cost = $31,800

Statewide comparison = Thru/STOP, Urban

Total Crash Rate	
Observed	0.335
Statewide Average	0.128
Critical Rate	0.440
Critical Index	**0.76**

Fatal & Serious Injury Crash Rate	
Observed	0.000
Statewide Average	0.317
Critical Rate	6.590
Critical Index	**0.00**

The observed crash rate is the number of crashes per million entering vehicles (MEV). The critical rate is a statistical comparison based on similar intersections statewide. An observed crash rate greater than the critical rate indicates that the intersection operates outside the expected, normal range. The critical index reports the magnitude of this difference (i.e. observed crash rate ÷ critical crash rate).

The observed total crash rate for this period is 0.34 per MEV; this is 24% below the critical rate. Based on similar statewide intersections, an additional 2 crashes over the five years would indicate this intersection operates outside the normal range.

The observed fatal and serious injury crash rate for this period is 0.00 per 100 MEV; this is 100% below the critical rate. The intersection operates within the normal range.

Intersection Safety Screening

Intersection: CR 1 and CR 47

Statewide Averages based on 2018-2022 crashes

Crashes by Crash Severity	
Fatal (K)	0
Incapacitating Injury (A)	0
Minor Injury (B)	0
Possible Injury (C)	0
Property Damage (PDO)	5
Total Crashes	5

Intersection Characteristics	
Entering Volume	6,316
Environment	Rural
Lighting	Lit
Traffic Control	Roundabout

Annual crash cost = $13,000

Statewide comparison = Roundabout

Total Crash Rate	
Observed	0.434
Statewide Average	0.887
Critical Rate	1.640
Critical Index	**0.26**

Fatal & Serious Injury Crash Rate	
Observed	0.000
Statewide Average	0.255
Critical Rate	6.500
Critical Index	**0.00**

The observed crash rate is the number of crashes per million entering vehicles (MEV). The critical rate is a statistical comparison based on similar intersections statewide. An observed crash rate greater than the critical rate indicates that the intersection operates outside the expected, normal range. The critical index reports the magnitude of this difference (i.e. observed crash rate ÷ critical crash rate).

The observed total crash rate for this period is 0.43 per MEV; this is 74% below the critical rate. Based on similar statewide intersections, an additional 14 crashes over the five years would indicate this intersection operates outside the normal range.

The observed fatal and serious injury crash rate for this period is 0.00 per 100 MEV; this is 100% below the critical rate. The intersection operates within the normal range.

Intersection Safety Screening

Intersection: CR 1 and Hwy 52 EB Ramps

Statewide Averages based on 2018-2022 crashes

Crashes by Crash Severity	
Fatal (K)	0
Incapacitating Injury (A)	0
Minor Injury (B)	0
Possible Injury (C)	2
Property Damage (PDO)	5
Total Crashes	7

Intersection Characteristics	
Entering Volume	8,139
Environment	Rural
Lighting	Lit
Traffic Control	Thru-Stop

Annual crash cost = *$61,000*

Statewide comparison = *Thru/STOP, Rural*

Total Crash Rate	
Observed	0.471
Statewide Average	0.105
Critical Rate	0.360
Critical Index	**1.31**

Fatal & Serious Injury Crash Rate	
Observed	0.000
Statewide Average	0.602
Critical Rate	6.550
Critical Index	**0.00**

The observed crash rate is the number of crashes per million entering vehicles (MEV). The critical rate is a statistical comparison based on similar intersections statewide. An observed crash rate greater than the critical rate indicates that the intersection operates outside the expected, normal range. The critical index reports the magnitude of this difference (i.e. observed crash rate ÷ critical crash rate).

The observed total crash rate for this period is 0.47 per MEV; this is 1.3 times the critical rate. If crashes were reduced by 2 over five years, this intersection would perform within normal range.

The observed fatal and serious injury crash rate for this period is 0.00 per 100 MEV; this is 100% below the critical rate. The intersection operates within the normal range.

Intersection Safety Screening

Intersection: CR 1 and Hwy 52 WB Ramps

Statewide Averages based on 2018-2022 crashes

Crashes by Crash Severity	
Fatal (K)	0
Incapacitating Injury (A)	0
Minor Injury (B)	0
Possible Injury (C)	0
Property Damage (PDO)	1
Total Crashes	1

Intersection Characteristics	
Entering Volume	9,681
Environment	Rural
Lighting	Lit
Traffic Control	Thru-Stop

Annual crash cost = $2,600

Statewide comparison = Thru/STOP, Rural

Total Crash Rate	
Observed	0.057
Statewide Average	0.105
Critical Rate	0.330
Critical Index	**0.17**

Fatal & Serious Injury Crash Rate	
Observed	0.000
Statewide Average	0.602
Critical Rate	5.800
Critical Index	**0.00**

The observed crash rate is the number of crashes per million entering vehicles (MEV). The critical rate is a statistical comparison based on similar intersections statewide. An observed crash rate greater than the critical rate indicates that the intersection operates outside the expected, normal range. The critical index reports the magnitude of this difference (i.e. observed crash rate ÷ critical crash rate).

The observed total crash rate for this period is 0.06 per MEV; this is 83% below the critical rate. Based on similar statewide intersections, an additional 5 crashes over the five years would indicate this intersection operates outside the normal range.

The observed fatal and serious injury crash rate for this period is 0.00 per 100 MEV; this is 100% below the critical rate. The intersection operates within the normal range.

Appendix D – Warrant Analysis

BOLTON & MENK

Real People. Real Solutions.

SIGNAL WARRANTS ANALYSIS

St Bridget Rd and 45th St

Phase 2 - 2 Accesses (45th St & 40th St)

LOCATION: St Bridget Rd and 45th St
COUNTY: Olmsted
REF. POINT:
DATE: 9/9/2025

OPERATOR: AI

Speed	Approach Description		Lanes Entering Intersection
45	Major App1:	St Bridget Rd - NB	3
45	Major App3:	St Bridget Rd - SB	3
25	Minor App2:	45th St - EB - no rights	2
25	Minor App4:	45th St - WB - no rights	2

0.70 FACTOR USED? YES
POPULATION < 10,000? No
EXISTING SIGNAL ? No

THRESHOLDS 1A/1B: 420/630 140/70 140/70

HOUR	MAJOR APP. 1	MAJOR APP. 3	TOTAL 1+3	MAJOR 1A/1B	MINOR APP. 2	MINOR 2 1A/1B	MINOR APP. 4	MINOR 4 1A/1B	**MET SAME 1A/1B**
0:00 - 1:00	0	0	0	/	0	/	0	/	**/**
1:00 - 2:00	0	0	0	/	0	/	0	/	**/**
2:00 - 3:00	0	0	0	/	0	/	0	/	**/**
3:00 - 4:00	0	0	0	/	0	/	0	/	**/**
4:00 - 5:00	0	0	0	/	0	/	0	/	**/**
5:00 - 6:00	0	0	0	/	0	/	0	/	**/**
6:00 - 7:00	94	44	138	/	18	/	69	/	**/**
7:00 - 8:00	156	117	273	/	38	/	78	/X	**/**
8:00 - 9:00	196	148	344	/	54	/	85	/X	**/**
9:00 - 10:00	183	205	388	/	76	/X	124	/X	**/**
10:00 - 11:00	185	247	432	X/	91	/X	152	X/X	**X/**
11:00 - 12:00	219	292	511	X/	88	/X	193	X/X	**X/**
12:00 - 13:00	252	341	593	X/	95	/X	227	X/X	**X/**
13:00 - 14:00	186	317	503	X/	91	/X	188	X/X	**X/**
14:00 - 15:00	183	302	485	X/	87	/X	191	X/X	**X/**
15:00 - 16:00	232	337	569	X/	99	/X	210	X/X	**X/**
16:00 - 17:00	268	375	643	X/X	108	/X	222	X/X	**X/X**
17:00 - 18:00	339	337	676	X/X	130	/X	281	X/X	**X/X**
18:00 - 19:00	246	299	545	X/	105	/X	230	X/X	**X/**
19:00 - 20:00	0	0	0	/	0	/	0	/	**/**
20:00 - 21:00	0	0	0	/	0	/	0	/	**/**
21:00 - 22:00	0	0	0	/	0	/	0	/	**/**
22:00 - 23:00	0	0	0	/	0	/	0	/	**/**
23:00 - 24:00	0	0	0	/	0	/	0	/	**/**

	Met (Hr)	Required (Hr)	
Warrant 1A	**9**	8	**Satisfied**
Warrant 1B	2	8	Not satisfied
Warrant 2	5	4	**Satisfied**
Warrant 3	1	1	**Satisfied**
Warrant 7	**10**	8	**Satisfied, check accident record**

LOCATION: St Bridget Rd and 45th St
COUNTY: Olmsted
REF. POINT:
DATE: 9/9/2025

OPERATOR: AI

Speed	Approach Description		Lanes
45	Major App1:	St Bridget Rd - NB	3
45	Major App3:	St Bridget Rd - SB	3
25	Minor App2:	45th St - EB - no rights	2
25	Minor App4:	45th St - WB - no rights	2

0.70 FACTOR USED? YES
POPULATION < 10,000? No
EXISTING SIGNAL ? No

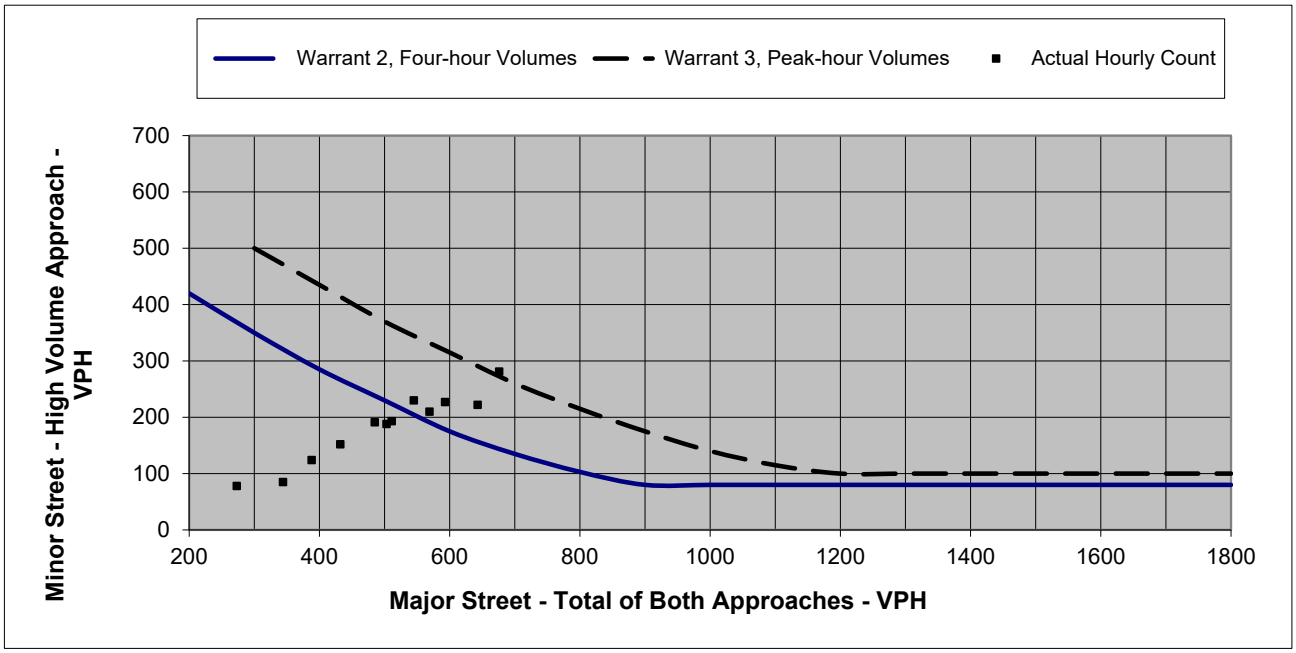


Figure 1. Four Hour and Peak Hour Warrant Analysis

Note: For data points outside the graph range, check the minor street volume against the lower thresholds

Warrant Criteria			Actual Hourly Count	
Major	Warrant 2, F	Warrant 3, Peak-hou	Major	Actual Hourly Count
200	420		0	0
300	350	500	0	0
400	285	435	0	0
500	230	370	0	0
600	175	315	0	0
700	135	260	0	0
800	103	215	138	69
900	80	175	273	78
1000	80	140	344	85
1100	80	115	388	124
1200	80	100	432	152
1300	80	100	511	193
1400	80	100	593	227
1500	80	100	503	188
1600	80	100	485	191
1700	80	100	569	210
1800	80	100	643	222
			676	281
			545	230
			0	0
			0	0
			0	0
			0	0
			0	0

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SIGNAL WARRANTS ANALYSIS

St Bridget Rd and 45th St

Phase 2 - 2 Accesses (45th St & CR 47)

LOCATION: St Bridget Rd and 45th St
COUNTY: Olmsted
REF. POINT:
DATE: 9/9/2025

OPERATOR: AI

Speed	Approach Description		Lanes Entering Intersection
45	Major App1:	St Bridget Rd - NB	3
45	Major App3:	St Bridget Rd - SB	3
25	Minor App2:	45th St - EB - no rights	2
25	Minor App4:	45th St - WB - no rights	2

0.70 FACTOR USED? YES
POPULATION < 10,000? No
EXISTING SIGNAL ? No
THRESHOLDS 1A/1B: 420/630 140/70 140/70

HOUR	MAJOR APP. 1	MAJOR APP. 3	TOTAL 1+3	MAJOR 1A/1B	MINOR APP. 2	MINOR 2 1A/1B	MINOR APP. 4	MINOR 4 1A/1B	**MET SAME 1A/1B**
0:00 - 1:00	0	0	0	/	0	/	0	/	/
1:00 - 2:00	0	0	0	/	0	/	0	/	/
2:00 - 3:00	0	0	0	/	0	/	0	/	/
3:00 - 4:00	0	0	0	/	0	/	0	/	/
4:00 - 5:00	0	0	0	/	0	/	0	/	/
5:00 - 6:00	0	0	0	/	0	/	0	/	/
6:00 - 7:00	67	87	154	/	18	/	37	/	/
7:00 - 8:00	103	200	303	/	38	/	48	/	/
8:00 - 9:00	124	257	381	/	54	/	45	/	/
9:00 - 10:00	102	286	388	/	76	/X	66	/	/
10:00 - 11:00	95	307	402	/	91	/X	80	/X	/
11:00 - 12:00	121	340	461	X/	88	/X	101	/X	/
12:00 - 13:00	147	389	536	X/	95	/X	119	/X	/
13:00 - 14:00	105	320	425	X/	91	/X	96	/X	/
14:00 - 15:00	101	329	430	X/	87	/X	100	/X	/
15:00 - 16:00	130	401	531	X/	99	/X	110	/X	/
16:00 - 17:00	156	458	614	X/	108	/X	117	/X	/
17:00 - 18:00	190	502	692	X/X	130	/X	146	X/X	**X/X**
18:00 - 19:00	129	406	535	X/	105	/X	120	/X	/
19:00 - 20:00	0	0	0	/	0	/	0	/	/
20:00 - 21:00	0	0	0	/	0	/	0	/	/
21:00 - 22:00	0	0	0	/	0	/	0	/	/
22:00 - 23:00	0	0	0	/	0	/	0	/	/
23:00 - 24:00	0	0	0	/	0	/	0	/	/

	Met (Hr)	Required (Hr)	
Warrant 1A	1	8	Not satisfied
Warrant 1B	1	8	Not satisfied
Warrant 2	1	4	Not satisfied
Warrant 3	0	1	Not satisfied
Warrant 7	5	8	Not satisfied

LOCATION: St Bridget Rd and 45th St
COUNTY: Olmsted
REF. POINT:
DATE: 9/9/2025

OPERATOR: AI

Speed	Approach Description		Lanes
45	Major App1:	St Bridget Rd - NB	3
45	Major App3:	St Bridget Rd - SB	3
25	Minor App2:	45th St - EB - no rights	2
25	Minor App4:	45th St - WB - no rights	2

0.70 FACTOR USED? YES
POPULATION < 10,000? No
EXISTING SIGNAL ? No

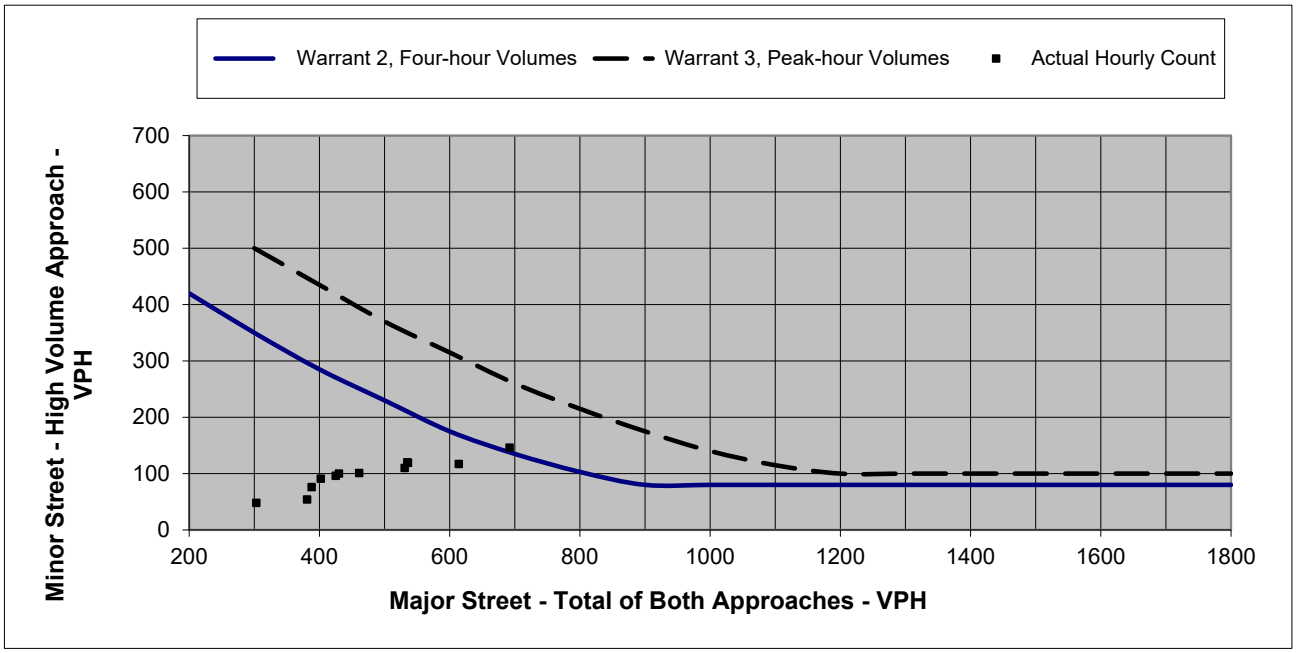


Figure 1. Four Hour and Peak Hour Warrant Analysis

Note: For data points outside the graph range, check the minor street volume against the lower thresholds

Warrant Criteria			Actual Hourly Count	
Major	Warrant 2, F	Warrant 3, Peak-hou	Major	Actual Hourly Count
200	420		0	0
300	350	500	0	0
400	285	435	0	0
500	230	370	0	0
600	175	315	0	0
700	135	260	0	0
800	103	215	154	37
900	80	175	303	48
1000	80	140	381	54
1100	80	115	388	76
1200	80	100	402	91
1300	80	100	461	101
1400	80	100	536	119
1500	80	100	425	96
1600	80	100	430	100
1700	80	100	531	110
1800	80	100	614	117
			692	146
			535	120
			0	0
			0	0
			0	0
			0	0
			0	0

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SIGNAL WARRANTS ANALYSIS

St Bridget Rd and 45th St

Phase 2 - 2 Accesses (45th St & CR 47)

Saturday Volumes

LOCATION: St Bridget Rd and 45th St
COUNTY: Olmsted
REF. POINT:
DATE: 9/9/2025

OPERATOR: AI

Speed	Approach Description		Lanes Entering Intersection
45	Major App1:	St Bridget Rd - NB	3
45	Major App3:	St Bridget Rd - SB	3
25	Minor App2:	45th St - EB - no rights	2
25	Minor App4:	45th St - WB - no rights	2

0.70 FACTOR USED? YES
POPULATION < 10,000? No
EXISTING SIGNAL ? No

THRESHOLDS 1A/1B: 420/630 140/70 140/70

HOUR	MAJOR APP. 1	MAJOR APP. 3	TOTAL 1+3	MAJOR 1A/1B	MINOR APP. 2	MINOR 2 1A/1B	MINOR APP. 4	MINOR 4 1A/1B	**MET SAME 1A/1B**
0:00 - 1:00	0	0	0	/	0	/	0	/	**/**
1:00 - 2:00	0	0	0	/	0	/	0	/	**/**
2:00 - 3:00	0	0	0	/	0	/	0	/	**/**
3:00 - 4:00	0	0	0	/	0	/	0	/	**/**
4:00 - 5:00	0	0	0	/	0	/	0	/	**/**
5:00 - 6:00	0	0	0	/	0	/	0	/	**/**
6:00 - 7:00	31	105	136	/	20	/	65	/	**/**
7:00 - 8:00	78	274	352	/	49	/	49	/	**/**
8:00 - 9:00	104	332	436	X/	78	/X	62	/	**/**
9:00 - 10:00	115	407	522	X/	95	/X	83	/X	**/**
10:00 - 11:00	140	429	569	X/	107	/X	114	/X	**/**
11:00 - 12:00	137	508	645	X/X	111	/X	131	/X	**/X**
12:00 - 13:00	137	515	652	X/X	118	/X	162	X/X	**X/X**
13:00 - 14:00	143	376	519	X/	94	/X	146	X/X	**X/**
14:00 - 15:00	137	413	550	X/	117	/X	155	X/X	**X/**
15:00 - 16:00	163	503	666	X/X	134	/X	141	X/X	**X/X**
16:00 - 17:00	161	505	666	X/X	121	/X	168	X/X	**X/X**
17:00 - 18:00	172	600	772	X/X	147	X/X	227	X/X	**X/X**
18:00 - 19:00	145	540	685	X/X	133	/X	169	X/X	**X/X**
19:00 - 20:00	0	0	0	/	0	/	0	/	**/**
20:00 - 21:00	0	0	0	/	0	/	0	/	**/**
21:00 - 22:00	0	0	0	/	0	/	0	/	**/**
22:00 - 23:00	0	0	0	/	0	/	0	/	**/**
23:00 - 24:00	0	0	0	/	0	/	0	/	**/**

	Met (Hr)	Required (Hr)	
Warrant 1A	7	8	Not satisfied
Warrant 1B	6	8	Not satisfied
Warrant 2	4	4	**Satisfied**
Warrant 3	0	1	Not satisfied
Warrant 7	**10**	8	**Satisfied, check accident record**

LOCATION: St Bridget Rd and 45th St
COUNTY: Olmsted
REF. POINT:
DATE: 9/9/2025

OPERATOR: AI

Speed	Approach Description		Lanes
45	Major App1:	St Bridget Rd - NB	3
45	Major App3:	St Bridget Rd - SB	3
25	Minor App2:	45th St - EB - no rights	2
25	Minor App4:	45th St - WB - no rights	2

0.70 FACTOR USED? YES
POPULATION < 10,000? No
EXISTING SIGNAL ? No

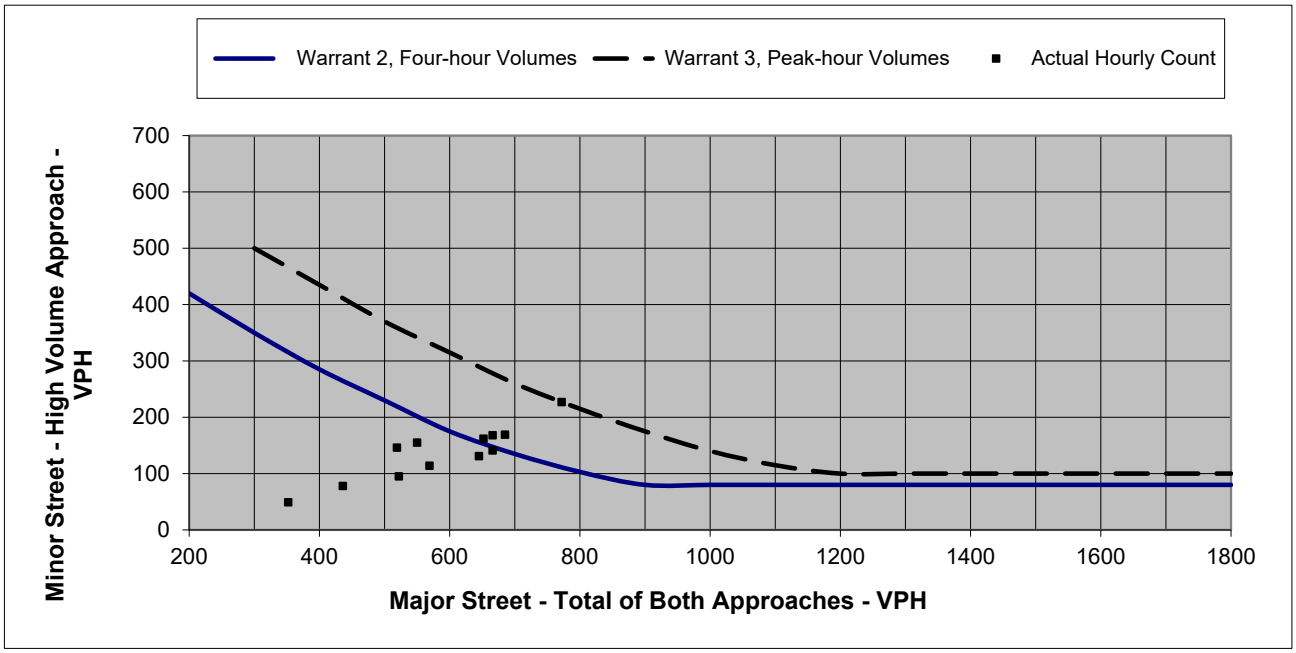


Figure 1. Four Hour and Peak Hour Warrant Analysis

Note: For data points outside the graph range, check the minor street volume against the lower thresholds

Warrant Criteria			Actual Hourly Count	
Major	Warrant 2, F	Warrant 3, Peak-hou	Major	Actual Hourly Count
200	420		0	0
300	350	500	0	0
400	285	435	0	0
500	230	370	0	0
600	175	315	0	0
700	135	260	0	0
800	103	215	136	65
900	80	175	352	49
1000	80	140	436	78
1100	80	115	522	95
1200	80	100	569	114
1300	80	100	645	131
1400	80	100	652	162
1500	80	100	519	146
1600	80	100	550	155
1700	80	100	666	141
1800	80	100	666	168
			772	227
			685	169
			0	0
			0	0
			0	0
			0	0
			0	0

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ALL WAY STOP WARRANT

St Bridget Rd and 40th St

Phase 2 - 2 Accesses (45th St & 40th)

LOCATION: St Bridget Rd and 40th St
COUNTY: Olmsted
REF. POINT:
DATE: 9/9/2025

OPERATOR: AI

Speed	Approach Description	Lanes Entering Intersection
45	Major App1: 40th St - EB - No Rights	1
25	Major App 3: 40th St - WB	1
45	Minor App2: St Bridget Rd - NB	1
	Minor App4:	

0.70 FACTOR USED?

					210	140	
HOUR	MAJOR APP. 1	MAJOR APP. 3	MINOR APP. 2	MINOR APP. 4	MAJOR TOTAL Σ (APP. 1 & APP. 3)	MINOR TOTAL APP. 2 + APP. 4	WARRANT MET
0:00 - 1:00	200	1	285		201	285	/X
1:00 - 2:00	0	0	0	0	0	0	/
2:00 - 3:00	0	0	0	0	0	0	/
3:00 - 4:00	0	0	0	0	0	0	/
4:00 - 5:00	0	0	0	0	0	0	/
5:00 - 6:00	0	0	0	0	0	0	/
6:00 - 7:00	0	0	0	0	0	0	/
7:00 - 8:00	62	126	147	0	188	147	/X
8:00 - 9:00	126	109	188	0	235	188	X/X
9:00 - 10:00	161	96	209	0	257	209	X/X
10:00 - 11:00	126	117	278	0	243	278	X/X
11:00 - 12:00	110	113	330	0	223	330	X/X
12:00 - 13:00	107	115	417	0	222	417	X/X
13:00 - 14:00	105	124	460	0	229	460	X/X
14:00 - 15:00	56	92	468	0	148	468	/X
15:00 - 16:00	90	94	428	0	184	428	/X
16:00 - 17:00	143	118	445	0	261	445	X/X
17:00 - 18:00	179	138	473	0	317	473	X/X
18:00 - 19:00	287	221	462	0	508	462	X/X
19:00 - 20:00	187	174	397	0	361	397	X/X
20:00 - 21:00	0	0	0	0	0	0	/
21:00 - 22:00	0	0	0	0	0	0	/
22:00 - 23:00	0	0	0	0	0	0	/
23:00 - 24:00	0	0	0	0	0	0	/
	0	0	0	0			

Allway Stop Warrant: **10** 8 **Satisfied**

REMARKS:

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SIGNAL WARRANTS ANALYSIS

St Bridget Rd and 40th St

Phase 2 - 2 Accesses (45th St & 40th)

LOCATION: St Bridget Rd and 40th St
COUNTY: Olmsted
REF. POINT:
DATE: 9/9/2025

OPERATOR: AI

Speed	Approach Description		Lanes Entering Intersection
45	Major App1:	40th St - EB	1
25	Major App 3:	40th St - WB	1
45	Minor App2:	St Bridget Rd - NB	1
	Minor App4:		

0.70 FACTOR USED? YES
POPULATION < 10,000? No
EXISTING SIGNAL ? No
THRESHOLDS 1A/1B: 350/525 105/52

HOUR	MAJOR APP. 1	MAJOR APP. 3	TOTAL 1+3	MAJOR 1A/1B	MINOR APP. 2	MINOR 2 1A/1B	MINOR APP. 4	MINOR 4 1A/1B	**MET SAME 1A/1B**
0:00 - 1:00	0	0	0	/	0	/	0		**/**
1:00 - 2:00	0	0	0	/	0	/	0		**/**
2:00 - 3:00	0	0	0	/	0	/	0		**/**
3:00 - 4:00	0	0	0	/	0	/	0		**/**
4:00 - 5:00	0	0	0	/	0	/	0		**/**
5:00 - 6:00	0	0	0	/	0	/	0		**/**
6:00 - 7:00	62	149	211	/	147	X/X	0		**/**
7:00 - 8:00	126	398	524	X/	188	X/X	0		**X/**
8:00 - 9:00	161	453	614	X/X	209	X/X	0		**X/X**
9:00 - 10:00	126	496	622	X/X	278	X/X	0		**X/X**
10:00 - 11:00	110	564	674	X/X	330	X/X	0		**X/X**
11:00 - 12:00	107	648	755	X/X	417	X/X	0		**X/X**
12:00 - 13:00	105	722	827	X/X	460	X/X	0		**X/X**
13:00 - 14:00	56	651	707	X/X	468	X/X	0		**X/X**
14:00 - 15:00	90	671	761	X/X	428	X/X	0		**X/X**
15:00 - 16:00	143	738	881	X/X	445	X/X	0		**X/X**
16:00 - 17:00	179	844	1023	X/X	473	X/X	0		**X/X**
17:00 - 18:00	287	923	1210	X/X	462	X/X	0		**X/X**
18:00 - 19:00	187	759	946	X/X	397	X/X	0		**X/X**
19:00 - 20:00	0	0	0	/	0	/	0		**/**
20:00 - 21:00	0	0	0	/	0	/	0		**/**
21:00 - 22:00	0	0	0	/	0	/	0		**/**
22:00 - 23:00	0	0	0	/	0	/	0		**/**
23:00 - 24:00	0	0	0	/	0	/	0		**/**

	Met (Hr)	Required (Hr)	
Warrant 1A	**12**	8	**Satisfied**
Warrant 1B	**11**	8	**Satisfied**
Warrant 2	**12**	4	**Satisfied**
Warrant 3	**11**	1	**Satisfied**
Warrant 7	**12**	8	**Satisfied, check accident record**

LOCATION: St Bridget Rd and 40th St
COUNTY: Olmsted
REF. POINT:
DATE: 9/9/2025

OPERATOR: AI

Speed	Approach Description		Lanes
45	Major App1:	40th St - EB	1
25	Major App3:	40th St - WB	1
#REF!	Minor App2:	#REF!	#REF!
	Minor App4:		

0.70 FACTOR USED? YES
POPULATION < 10,000? No
EXISTING SIGNAL ? No

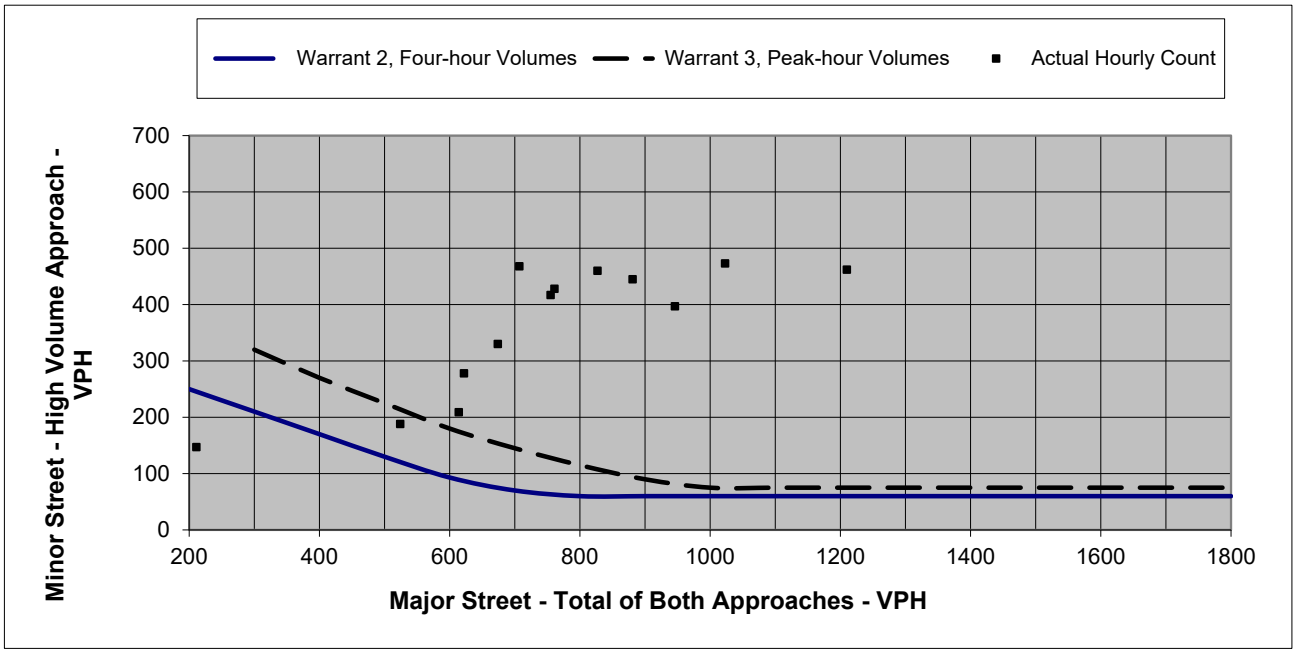


Figure 1. Four Hour and Peak Hour Warrant Analysis

Note: For data points outside the graph range, check the minor street volume against the lower thresholds

Warrant Criteria			Actual Hourly Count	
Major	Warrant 2, F	Warrant 3, Peak-hou	Major	Actual Hourly Count
200	250		0	0
300	210	320	0	0
400	170	270	0	0
500	130	225	0	0
600	93	180	0	0
700	70	145	0	0
800	60	115	211	147
900	60	90	524	188
1000	60	75	614	209
1100	60	75	622	278
1200	60	75	674	330
1300	60	75	755	417
1400	60	75	827	460
1500	60	75	707	468
1600	60	75	761	428
1700	60	75	881	445
1800	60	75	1023	473
			1210	462
			946	397
			0	0
			0	0
			0	0
			0	0
			0	0

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SIGNAL WARRANTS ANALYSIS

St Bridget Rd and Maine Ave

Phase 2 - 2 Accesses (45th St & 40th St)

LOCATION: St Bridget Rd and Maine A
COUNTY: Olmsted
REF. POINT:
DATE: 9/9/2025

OPERATOR: AI

Speed	Approach Description		Lanes Entering Intersection
45	Major App1:	St Bridget Rd - NB	3
45	Major App3:	St Bridget Rd - SB	3
25	Minor App2:	Maine Ave - EB - No Rights	2
25	Minor App4:	Maine Ave - WB	1

0.70 FACTOR USED? YES
POPULATION < 10,000? No
EXISTING SIGNAL ? No
THRESHOLDS 1A/1B: 420/630 140/70 105/52

HOUR	MAJOR APP. 1	MAJOR APP. 3	TOTAL 1+3	MAJOR 1A/1B	MINOR APP. 2	MINOR 2 1A/1B	MINOR APP. 4	MINOR 4 1A/1B	**MET SAME 1A/1B**
0:00 - 1:00	0	0	0	/	0	/	0	/	**/**
1:00 - 2:00	0	0	0	/	0	/	0	/	**/**
2:00 - 3:00	0	0	0	/	0	/	0	/	**/**
3:00 - 4:00	0	0	0	/	0	/	0	/	**/**
4:00 - 5:00	0	0	0	/	0	/	0	/	**/**
5:00 - 6:00	0	0	0	/	0	/	0	/	**/**
6:00 - 7:00	103	88	191	/	20	/	51	/	**/**
7:00 - 8:00	140	259	399	/	33	/	41	/	**/**
8:00 - 9:00	137	286	423	X/	64	/	52	/X	**/**
9:00 - 10:00	154	354	508	X/	102	/X	45	/	**/**
10:00 - 11:00	197	443	640	X/X	95	/X	36	/	**/X**
11:00 - 12:00	256	515	771	X/X	135	/X	37	/	**/X**
12:00 - 13:00	295	587	882	X/X	140	X/X	33	/	**X/X**
13:00 - 14:00	297	582	879	X/X	148	X/X	32	/	**X/X**
14:00 - 15:00	277	558	835	X/X	128	/X	37	/	**/X**
15:00 - 16:00	287	576	863	X/X	139	/X	40	/	**/X**
16:00 - 17:00	313	642	955	X/X	149	X/X	52	/X	**X/X**
17:00 - 18:00	324	613	937	X/X	143	X/X	38	/	**X/X**
18:00 - 19:00	267	553	820	X/X	111	/X	37	/	**/X**
19:00 - 20:00	0	0	0	/	0	/	0	/	**/**
20:00 - 21:00	0	0	0	/	0	/	0	/	**/**
21:00 - 22:00	0	0	0	/	0	/	0	/	**/**
22:00 - 23:00	0	0	0	/	0	/	0	/	**/**
23:00 - 24:00	0	0	0	/	0	/	0	/	**/**

	Met (Hr)	Required (Hr)	
Warrant 1A	4	8	Not satisfied
Warrant 1B	**9**	8	**Satisfied**
Warrant 2	**8**	4	**Satisfied**
Warrant 3	0	1	Not satisfied
Warrant 7	**10**	8	**Satisfied, check accident record**

LOCATION: St Bridget Rd and Maine Ave
COUNTY: Olmsted
REF. POINT:
DATE: 9/9/2025

OPERATOR: AI

Speed	Approach Description		Lanes
45	Major App1:	St Bridget Rd - NB	3
45	Major App3:	St Bridget Rd - SB	3
25	Minor App2:	Maine Ave - EB - No Rights	2
25	Minor App4:	Maine Ave - WB	1

0.70 FACTOR USED? YES
POPULATION < 10,000? No
EXISTING SIGNAL ? No

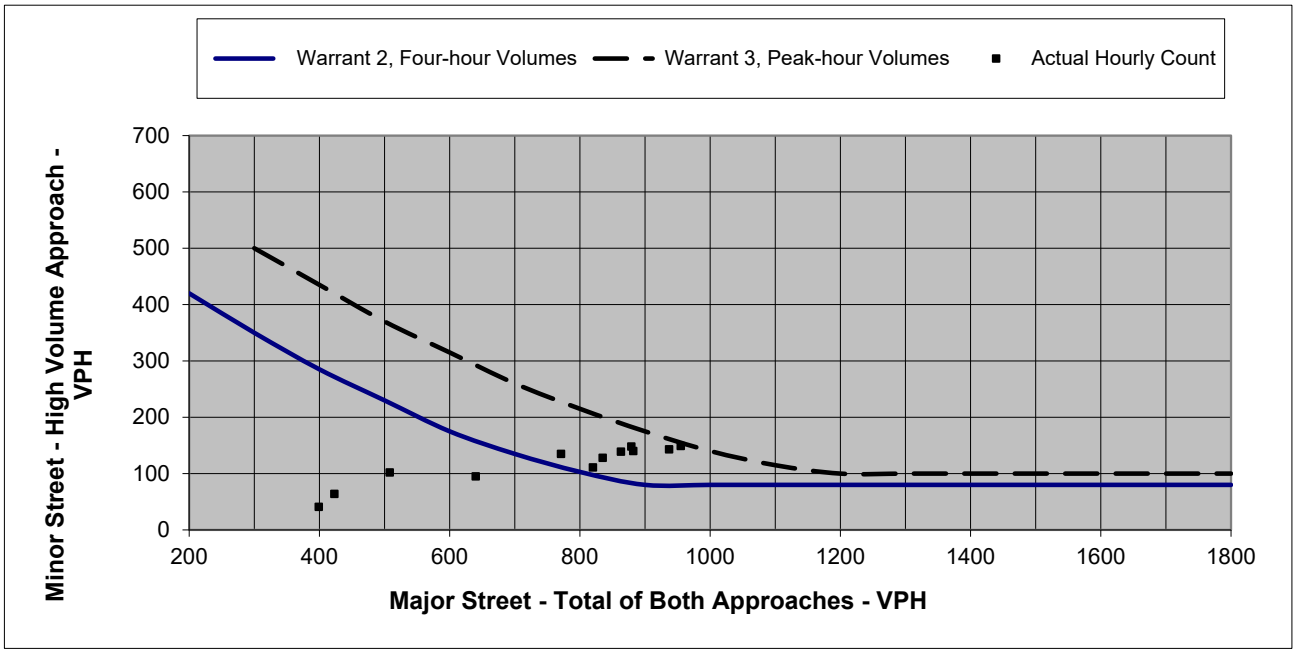


Figure 1. Four Hour and Peak Hour Warrant Analysis

Note: For data points outside the graph range, check the minor street volume against the lower thresholds

Warrant Criteria			Actual Hourly Count	
Major	Warrant 2, F	Warrant 3, Peak-hou	Major	Actual Hourly Count
200	420		0	0
300	350	500	0	0
400	285	435	0	0
500	230	370	0	0
600	175	315	0	0
700	135	260	0	0
800	103	215	191	51
900	80	175	399	41
1000	80	140	423	64
1100	80	115	508	102
1200	80	100	640	95
1300	80	100	771	135
1400	80	100	882	140
1500	80	100	879	148
1600	80	100	835	128
1700	80	100	863	139
1800	80	100	955	149
			937	143
			820	111
			0	0
			0	0
			0	0
			0	0
			0	0

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SIGNAL WARRANTS ANALYSIS

NB Hwy 63 at 48th St

Existing Volumes (2025)

LOCATION: NB Hwy 63 at 48th St
COUNTY: Olmsted
REF. POINT:
DATE: 9/9/2025

OPERATOR: AI

Speed	Approach Description		Lanes Entering Intersection
45	Major App1:	48th St - EB	3
45	Major App3:	48th St - WB - no rights	2
45	Minor App2:	Hwy 63 NB Ramp	2
	Minor App4:		

0.70 FACTOR USED? YES
POPULATION < 10,000? No
EXISTING SIGNAL ? No

THRESHOLDS 1A/1B: 420/630 140/70

HOUR	MAJOR APP. 1	MAJOR APP. 3	TOTAL 1+3	MAJOR 1A/1B	MINOR APP. 2	MINOR 2 1A/1B	MINOR APP. 4	MINOR 4 1A/1B	**MET SAME 1A/1B**
0:00 - 1:00	0	0	0	/	0	/	0		**/**
1:00 - 2:00	0	0	0	/	0	/	0		**/**
2:00 - 3:00	0	0	0	/	0	/	0		**/**
3:00 - 4:00	0	0	0	/	0	/	0		**/**
4:00 - 5:00	0	0	0	/	0	/	0		**/**
5:00 - 6:00	0	0	0	/	0	/			**/**
6:00 - 7:00	317	84	401	/	88	/X			**/**
7:00 - 8:00	455	136	591	X/	150	X/X			**X/**
8:00 - 9:00	460	160	620	X/	150	X/X			**X/**
9:00 - 10:00	466	173	639	X/X	153	X/X			**X/X**
10:00 - 11:00	536	194	730	X/X	139	/X			**/X**
11:00 - 12:00	570	247	817	X/X	153	X/X			**X/X**
12:00 - 13:00	675	272	947	X/X	122	/X			**/X**
13:00 - 14:00	605	274	879	X/X	108	/X			**/X**
14:00 - 15:00	602	291	893	X/X	124	/X			**/X**
15:00 - 16:00	598	307	905	X/X	179	X/X			**X/X**
16:00 - 17:00	749	337	1086	X/X	160	X/X			**X/X**
17:00 - 18:00	784	333	1117	X/X	152	X/X			**X/X**
18:00 - 19:00	584	282	866	X/X	116	/X			**/X**
19:00 - 20:00	0	0	0	/	0	/			**/**
20:00 - 21:00	0	0	0	/	0	/	0		**/**
21:00 - 22:00	0	0	0	/	0	/	0		**/**
22:00 - 23:00	0	0	0	/	0	/	0		**/**
23:00 - 24:00	0	0	0	/	0	/	0		**/**

	Met (Hr)	Required (Hr)	
Warrant 1A	7	8	Not satisfied
Warrant 1B	**10**	8	**Satisfied**
Warrant 2	**9**	4	**Satisfied**
Warrant 3	3	1	**Satisfied**
Warrant 7	**12**	8	**Satisfied, check accident record**

LOCATION: NB Hwy 63 at 48th St
COUNTY: Olmsted
REF. POINT:
DATE: 9/9/2025

OPERATOR: AI

Speed	Approach Description		Lanes
45	Major App1:	48th St - EB	3
45	Major App3:	48th St - WB - no rights	2
45	Minor App2:	Hwy 63 NB Ramp	2
	Minor App4:		

0.70 FACTOR USED? YES
POPULATION < 10,000? No
EXISTING SIGNAL ? No

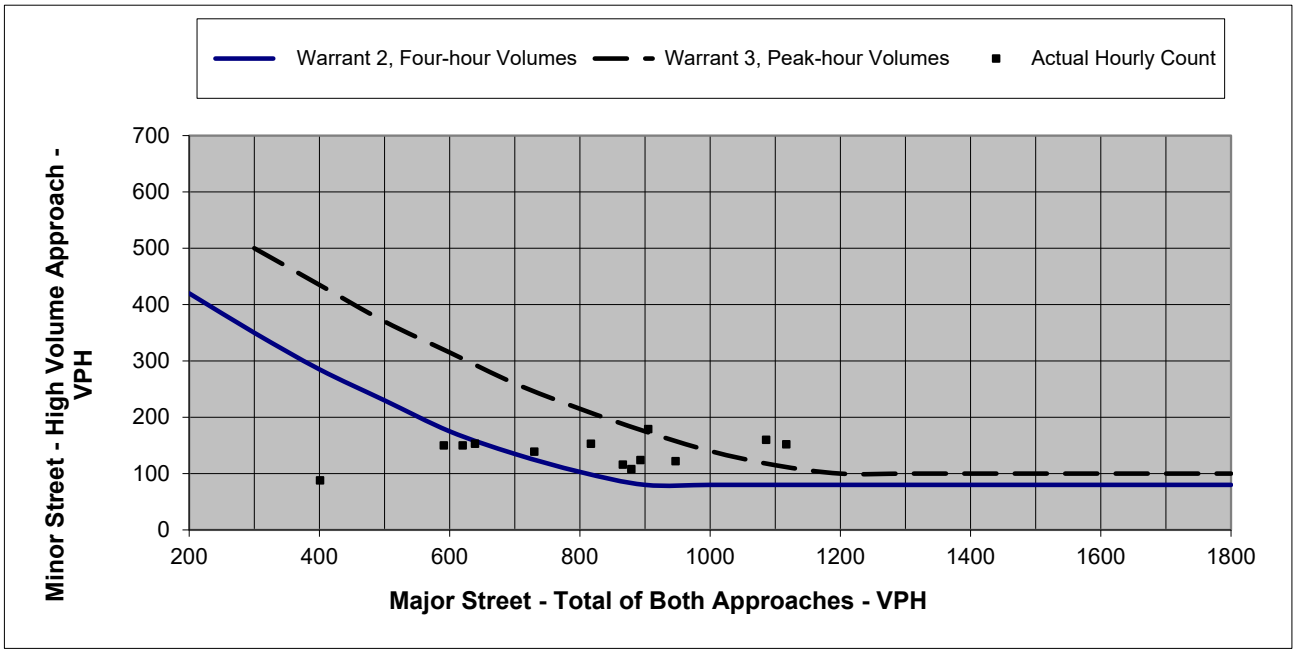


Figure 1. Four Hour and Peak Hour Warrant Analysis

Note: For data points outside the graph range, check the minor street volume against the lower thresholds

Warrant Criteria			Actual Hourly Count	
Major	Warrant 2, F	Warrant 3, Peak-hou	Major	Actual Hourly Count
200	420		0	0
300	350	500	0	0
400	285	435	0	0
500	230	370	0	0
600	175	315	0	0
700	135	260	0	0
800	103	215	401	88
900	80	175	591	150
1000	80	140	620	150
1100	80	115	639	153
1200	80	100	730	139
1300	80	100	817	153
1400	80	100	947	122
1500	80	100	879	108
1600	80	100	893	124
1700	80	100	905	179
1800	80	100	1086	160
			1117	152
			866	116
			0	0
			0	0
			0	0
			0	0
			0	0

Appendix E – Cost Estimates

Opinion of Probable Cost - Preliminary Cost Estimate

45th St Turn Lanes TIS Cost Estimate

Rochester, MN

10/8/2025

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	Item	Unit	Total Qty	Unit Price	Total Cost
MAJOR ROADWAY ITEMS (NOTE 1)					
	REMOVE BITUMINOUS PAVEMENT	SY	490	$ 7.00	$ 3,500
	REMOVE CONCRETE WALK	SF	1,380	$ 3.00	$ 4,200
	REMOVE CURB AND GUTTER	LF	630	$ 6.00	$ 3,800
	EXCAVATION - COMMON	CY	1,820	$ 17.00	$ 31,000
	COMMON EMBANKMENT (CV)	CY	360	$ 26.00	$ 9,400
	AGGREGATE BASE (CV) CLASS 5	CY	320	$ 72.00	$ 23,100
	SELECT GRANULAR EMBANKMENT (CV)	CY	930	$ 34.00	$ 31,700
	TYPE SP 12.5 WEARING COURSE MIX (4,F)	TONS	340	$ 170.00	$ 57,800
	CURB AND GUTTER B624	LF	1,250	$ 31.00	$ 38,800
	6" CONCRETE WALK	SF	1,030	$ 17.00	$ 17,600
	Subtotal				$ 221,000
	Subtotal				$ -
	All Roadway Construction Subtotal				**$ 221,000**
SPECIAL LUMP SUM CONSTRUCTION ITEMS					
	CITY UTILITIES (WATERMAIN/SANITARY/ELECTRIC)	LS		$ -	$ -
(2)	URBAN DRAINAGE	LS	1	$ 40,000.00	$ 40,000
	Subtotal				$ 40,000
PERCENTAGE ITEMS					
	MOBILIZATION	5%		of all roadway	$ 13,100
	MISC REMOVALS (CURB, SIGNS, TREES, ETC.)	2%		of all roadway	$ 5,300
	SIGNING & PAVEMENT MARKINGS	3%		of all roadway	$ 7,900
	TURF ESTABLISHMENT AND EROSION CONTROL	5%		of all roadway	$ 13,100
	LANDSCAPING/STREETSCAPE	3%		of all roadway	$ 6,600
	TRAFFIC CONTROL/STAGING	5%		of all roadway	$ 13,100
	CONTINGENCY FOR MISSING ITEMS	20%		of all roadway	$ 52,200
	Subtotal				$ 111,000
				Construction Cost (2026 Dollars)	$ 370,000
				Anticipated Right-of-Way Cost (2026 Dollars)	$ -
				Engineering Cost (2026 Dollars)	$ 50,000
				Total Cost (2026 Dollars)	**$ 420,000**

Notes:

1. Local road pavement section assumed is 4 inch bituminous pavement,8 inch aggregate base, and 24 inch sand.
2. Storm sewer cost is 20% of roadway construction cost

Opinion of Probable Cost - Preliminary Cost Estimate

40th St Extension & 45th St Signal TIS Cost Estimate

Rochester, MN

10/23/2025

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	Item	Unit	Total Qty	Unit Price	Total Cost
MAJOR ROADWAY ITEMS (NOTE 1)					
	EXCAVATION - COMMON	CY	2,950	$ 18.00	$ 53,100
	COMMON EMBANKMENT (CV)	CY	400	$ 33.00	$ 13,200
	AGGREGATE BASE (CV) CLASS 5	CY	900	$ 65.00	$ 58,500
	SELECT GRANULAR EMBANKMENT (CV)	CY	2,710	$ 38.00	$ 103,000
	TYPE SP 12.5 WEARING COURSE MIX (4,F)	TONS	980	$ 141.00	$ 138,200
	Subtotal				$ 366,000
	All Roadway Construction Subtotal				**$ 366,000**
SPECIAL LUMP SUM CONSTRUCTION ITEMS					
	TRAFFIC SIGNAL SYSTEM	LS	1	$ 600,000.00	$ 600,000
(2)	URBAN DRAINAGE	LS	1	$ 40,000.00	$ 40,000
	Subtotal				$ 640,000
PERCENTAGE ITEMS					
	MOBILIZATION	5%		of all roadway	$ 50,300
	MISC REMOVALS (CURB, SIGNS, TREES, ETC.)	2%		of all roadway	$ 20,200
	SIGNING & PAVEMENT MARKINGS	3%		of all roadway	$ 30,200
	TURF ESTABLISHMENT AND EROSION CONTROL	5%		of all roadway	$ 50,300
	LANDSCAPING/STREETSCAPE	3%		of all roadway	$ 25,200
	TRAFFIC CONTROL/STAGING	5%		of all roadway	$ 50,300
	CONTINGENCY FOR MISSING ITEMS	20%		of all roadway	$ 201,200
	Subtotal				$ 428,000
				Construction Cost (2032 Dollars)	$ 1,400,000
				Anticipated Right-of-Way Cost (2032 Dollars)	$ -
				Engineering Cost (2032 Dollars)	$ 300,000
				Total Cost (2032 Dollars)	**$ 1,700,000**

Notes:

1. Local road pavement section assumed is 4 inch bituminous pavement,8 inch aggregate base, and 24 inch sand.
2. Storm sewer cost is 20% of roadway construction cost

FINDINGS OF FACT

and

CONCLUSIONS

Rochester Regional Sports & Recreation Center EAW

City of Rochester

RGU:
City of Rochester, Minnesota
Contact Person:
Desmond McGeough
Principal Planner, Community Development
4001 West River Parkway NW, Suite 100
Rochester, MN 55901
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dmcgeough@rochestermn.gov

Proposer:
City of Rochester, Minnesota
Contact Person:
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201 4th Street SE
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zwood@rochestermn.gov

March 2026

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I. STATEMENT OF ISSUE

The Proposed Project involves the development of the Rochester Regional Sports & Recreation Complex, which will transform 170 acres in Rochester, Minnesota, into a multi-phase outdoor and indoor facility with fields, courts, trails, and community spaces. Phase 1 includes turf fields and amenities; Phase 2 adds a large indoor center. Future plans support commercial and residential development.

Preparation of an Environmental Assessment Worksheet (EAW) was determined mandatory per Minnesota Rules Chapter 4410.4300, Subpart 34 (Sports or entertainment facilities) for construction of a new sports or entertainment facility designed for or expected to accommodate a peak attendance of 5,000 or more persons, or the expansion of an existing sports or entertainment facility by this amount. The City of Rochester, Minnesota is the project proposer and the Responsible Governmental Unit (RGU) for this project.

The City of Rochester's decision in this matter shall be either a negative or positive declaration on the need for an Environmental Impact Statement (EIS). The City must order the preparation of an EIS for the project if it determines that the project has the potential for significant environmental effects.

Based upon information in the record, which is comprised of the EAW for the Proposed Project, the issues raised during the public comment period, the responses to the comments, and other supporting documents, the City makes the following Findings of Fact and Conclusions:

II. ADMINISTRATIVE BACKGROUND

The City of Rochester, Minnesota is the project proposer and the Responsible Governmental Unit (RGU) for this project. Preparation of an EAW was deemed mandatory per Minnesota Rules 4410.4300, Subpart 34 (Sports or entertainment facilities). The EAW is used to provide sufficient environmental documentation for the RGU to base a determination of need for a state EIS or that a Negative Declaration is appropriate.

The EAW was filed with the Minnesota Environmental Quality Board (EQB) and circulated for review to the required EQB Distribution List. A "notice of availability" was published in the EQB Monitor on January 6, 2026. **Appendix A** contains a copy of the EQB Monitor listing for the project and members on the EAW Distribution List. The EAW was posted on the City of Rochester's website at: https://www.rochestermn.gov/. The EAW was also made available for public review at Rochester City Hall. Comments were formally received through February 5, 2026.

A total of two written comment letters were received during the EAW 30-day comment period. All of the written comment letters on the Rochester Regional Sports & Recreation Complex EAW were received from public agencies: Minnesota Pollution Control Agency (MPCA) and Minnesota State Historic Preservation Office (SHPO). All comments received during the EAW comment period were considered in determining the potential for significant environmental impacts. Comments received during the comment period are provided in **Appendix B**.

III. FINDINGS OF FACT

A. Project Description

The Rochester Regional Sports & Recreation Complex is proposed for development in Section 25, Township 106 North, Range 14 West, in Rochester, Olmsted County, MN. The project will transform open land into a vibrant, multi-use outdoor recreation destination. Phase 1 of the development will include 8 synthetic turf baseball/softball fields, 2 soccer/multipurpose fields, 12 pickleball courts, a basketball court, a playground, outdoor gathering spaces, concessions and restroom facilities, and an intra-park trail system with a connection to the Willow Creek Trail. Parking accommodations will support approximately 800 vehicles, with primary access from 45th Street SE and secondary access from CSAH 47.

Phase 2 will expand the complex with a ~110,000+ square foot indoor facility featuring 8 basketball/volleyball courts, a walking/jogging track, multi-purpose community rooms, youth activity areas, all-sport simulators, concessions, administrative offices, and parking for an additional 500 vehicles. Three more soccer fields are also planned.

The overall concept plan includes designated areas for future commercial/retail development in the south quadrant and potential residential development in the northwest quadrant, supporting long-term growth and community integration.

The entire study area includes approximately 170 acres. The area has slopes, wetlands, trees, and other vegetation. The majority of the site was agricultural land. The northeast side of the site has the Willow Run running through it and is in a FEMA Floodplain.

No unusual construction methods are proposed with this project. Underground utilities will be constructed using open-cut methods. Site grading will be done with large construction equipment. Soil compaction over the entire area, except in designated infiltration areas, should be assumed. Vegetation will be typical urban turf grass and parks with mowed grass. Hardscape areas will be concrete, asphalt, or gravel.

Construction will require 4-6 months. Vegetation establishment may require a second summer until fully established.

B. Corrections to the EAW or Changes in the Project since the EAW was Published

The following corrections/changes have been made to the environmental documentation since the publication of the EAW:

1. EAW Item 9, “Permits and Approvals,” additional information provided:
    a. A MPCA 401 Water Quality Certification will be obtained prior to construction.
2. EAW Item 19, “Noise,” additional information provided:
    a. NOISE STANDARDS:
    The proposed project area is subject to State of Minnesota noise standards including Minnesota Rules Chapters 7030.0030 and 7030.0040.

b. CONSTRUCTION NOISE:

During construction, it is unavoidable that noise levels will increase in the immediate area surrounding the project site. The actual noise levels on and adjacent to the site will vary considerably depending on the number and type of equipment being operated at any given time. The table below shows peak noise levels monitored at 50 feet from various types of construction equipment. This equipment is primarily associated with the paved surface removal and material hauling processes.

Typical Construction Equipment Noise Levels at 50 Feet

Equipment	Manufacturers Sampled	Total Number of Models in Sample	Peak Noise Level (dBA*)	
			Range	Average
Backhoes	5	6	74-92	83
Front Loaders	5	30	75-96	85
Dozers	8	41	65-95	85
Graders	3	15	72-92	84
Scrapers	2	27	76-98	87

* units of "A-weighted decibels"

Source: United States Environmental Protection Agency and Federal Highway Administration

Construction activities will be temporary in duration. The contractor will be required to comply with applicable local ordinance requirements regarding noise. Construction equipment will be required to have factory installed mufflers or their equivalents in good working order during the life of the construction contracts. When feasible, construction will take place primarily during the less noise-sensitive daylight hours to avoid impacts during hours associated with sleep. It is not anticipated that pile driving will be required for this project. Jack-hammering and concrete sawing will not take place during the nighttime hours.

c. OPERATIONAL NOISE

Adjacent land uses to the proposed project area include open space, residential neighborhoods, and trail corridors, and these residential areas are considered sensitive noise receptors under Minnesota's Noise Area Classification (NAC-1) system. The proposed sports complex will include an amplified sound system. Although the system is capable of producing a maximum output of 128.5 dB, typical recreational and sports facilities generally operate in the 80–100 dB(A) range for indoor facilities[1] and can reach upwards or 110 dB for large outdoor areas[2]. This,

[1] Ammon, R., Mahoney, K., Fried, G., Al Arkoubi, K., & Finn, D. (2015). "Roar of the Crowd: Noise-Related Safety Concerns in Sport." Journal of Legal Aspects of Sport.

[2] Siebein, G. W., Siebein, K. M., Wrightson, J., Solway, J., & Patel, R. (2024). *Large-Venue Acoustics: Arenas, Stadiums, and Amphitheaters*. Acoustics Today, 20.

consistent with levels documented in peer-reviewed studies of indoor sports environments.

All exterior sound from the facility will be required to comply with Minnesota Administrative Rules 7030.0040[3], which establishes maximum allowable noise levels at the receiving property line. For residential receptors (NAC-1), these limits are L50 65 dB(A) / L10 70 dB(A) during daytime hours and L50 55 dB(A) / L10 60 dB(A) during nighttime hours. The City of Rochester also enforces quiet-hour restrictions for amplified sound between 11:00 p.m. and 7:00 a.m., consistent with local ordinance[4]. The proposed sound system will be programmed and operated to meet all applicable state and local noise requirements.

Traffic associated with the proposed project is not anticipated to increase noise levels beyond existing conditions, as roadway noise is governed by vehicle volumes, speeds, and pavement characteristics rather than the presence of the recreational facility itself.

3. EAW Item 20, "Transportation," additional information provided:

    a. The Final Traffic Impact Study is provided as **Appendix C** to this document. The following information identifies the primary differences between the Draft and the Final reports.

        i. Street naming and phasing years were corrected to ensure consistency throughout the report.
        ii. Incorrect LOS statements were removed, including the reference to a 2027 northbound left-turn LOS D.
        iii. The trip distribution text was revised to clarify assumptions related to 40th St SE and the impacts of its future extension.
        iv. Multiple turn-lane assumptions were removed or revised because operations did not demonstrate a need and due to associated safety concerns.
        v. The warrant analysis was corrected by adding Warrant 1, including right-turn volumes, and removing the confusing reference to Warrant 7.
        vi. An all-way stop warrant analysis was added for the St. Bridget Rd SE / 48th St SE intersection, along with updated operational tables.
        vii. The parking analysis section was removed entirely from the report.
        viii. The recommendation to install a Rectangular Rapid-Flashing Beacon (RRFB) was removed.
        ix. The mini-roundabout section was revised to clarify that access to CR 47 is not recommended at this time and may only be needed in the future.
        x. The justification citing fire code requirements for a second access was removed.

[3] Minnesota Administrative Rules 7030.0040 – Noise Standards. https://www.revisor.mn.gov/rules/7030.0040/

[4] Rochester, MN Noise Ordinance & Quiet Hours (Chapter 8-7, Sec. 8-7-8). https://www.localnoiselaws.com/ordinance/mn/rochester/

xi. The recommendation to add an access at CR 47 was removed from the final recommendations.
xii. The Phase 1 access recommendation was clarified to retain 45th St SE based on direction from City staff.
xiii. Safety recommendations were added at the 45th St SE / St. Bridget Rd SE intersection in place of turn-lane improvements.
xiv. Future commercial and residential phases were added to the site plan in Appendix A.

C. Agency and Public Comments on the EAW and Responses

A total of two written comment letters were received during the EAW 30-day comment period. All of the written comment letters on the Rochester Regional Sports & Recreation Complex EAW were received from public agencies: Minnesota Pollution Control Agency (MPCA) and Minnesota State Historic Preservation Office (SHPO).

A listing of the comments and responses from the Project Proposer is found in **Table 1, "Rochester Regional Sports & Recreation Complex EAW – Comments Received and Responses."**

Refer to **Appendix B** for agency comment letters in their entirety.

Table 1: Rochester Regional Sports & Recreation Complex EAW – Comments Received and Responses

Comment Number	Agency/ Commenter	Section(s)	Comment	Response
1	Minnesota Pollution Control Agency (MPCA)	9. Permits and approvals required	The project proposer should add the following item to Table 4 (pages 10/11): Minnesota Pollution Control Agency – 401 Water Quality Certification (To Be Applied For)	The MPCA 401 Water Quality Certification has been added to the required list of permits and approvals for the proposed project.
2	Minnesota Pollution Control Agency (MPCA)	19. Noise	The RGU and any other land-use decision makers, should consider language in Minn. R. 7030.0030 that reads "[…] Any municipality having authority to regulate land use shall take all reasonable measures within its jurisdiction to prevent the establishment of land use activities listed in noise area classification (NAC) 1, 2, or 3 in any location where the standards established in part 7030.0040 will be violated immediately upon establishment of the land use." The Noise section of the EAW does not provide enough detail regarding current and anticipated sound levels in the project area to determine whether an immediate violation of the state noise standards would occur if the project were approved. • MPCA encourages proposers to thoroughly evaluate potential noise impacts to new and existing locations with residential land use activities. • The proposer should provide information on how the project will comply with the noise standards in Minn. R. 7030.0040. • MPCA recommends the proposer conduct a noise study and potentially evaluate methods to mitigate noise impacts, especially for residential locations.	NOISE STANDARDS: The proposed project area is subject to State of Minnesota noise standards including Minnesota Rules Chapters 7030.0030 and 7030.0040. CONSTRUCTION NOISE: During construction, it is unavoidable that noise levels will increase in the immediate area surrounding the project site. The actual noise levels on and adjacent to the site will vary considerably depending on the number and type of equipment being operated at any given time. Construction activities will be temporary in duration. The contractor will be required to comply with applicable local ordinance requirements regarding noise. Construction equipment will be required to have factory installed mufflers or their equivalents in good working order during the life of the construction contracts. When feasible, construction will take place primarily during the less noise-sensitive daylight hours to avoid

Comment Number	Agency/ Commenter	Section(s)	Comment	Response
				impacts during hours associated with sleep. It is not anticipated that pile driving will be required for this project. Jack-hammering and concrete sawing will not take place during the nighttime hours. OPERATIONAL NOISE Adjacent land uses to the proposed project area include open space, residential neighborhoods, and trail corridors. Residential neighborhoods can be considered sensitive noise receptors. The proposed sports complex will include a sound system. The maximum potential decibel (dB) levels for the sound system is listed as 128.5 dB SPL. The proposed sound system will be programmed to adhere to all existing local and state noise standards, including quiet hours. The proposed project is not anticipated to increase traffic noise relative to existing conditions.
3	Minnesota State Historic Preservation Office (SHPO)	15. Historic Properties	Based on the results of the investigations, we have determined that no significant archaeological sites will be affected by this project and that there are no properties listed in the National or State Registers of Historic Places, or within the Historic Sites Network, which will be affected by this project.	Comment noted.

IV. DECISION REGARDING NEED FOR ENVIRONMENTAL IMPACT STATEMENT

Minnesota Rule 4410.1700 provides that an environmental impact statement shall be ordered for projects that have the potential for significant environmental effects. In deciding whether a project has the potential for significant environmental effects, the following factors shall be considered:

A. Type, extent, and reversibility of environmental impacts

The City of Rochester finds that the analysis completed for the EAW is adequate to determine whether the project has the potential for significant environmental effects.

The EAW described the type and extent of impacts to the natural and built environment anticipated to result from the proposed project. This document provides any corrections, changes, and new information since the EAW was published. The proposed design for the project includes features to mitigate the identified impacts.

B. Cumulative potential effects of related or anticipated future projects

This topic was addressed throughout the EAW and in Item 19. The construction and operation of the Rochester Regional Sports & Recreation Complex project, as outlined in this EAW, has the potential to contribute to cumulative effects in the Project Area. While this EAW primarily assesses the direct impacts of the Proposed Project, it is essential to consider its interactions with other past, present, and reasonably foreseeable actions in the region.

Environmental effects associated with the project—such as land conversion, vegetation removal, soil compaction, stormwater runoff, and increased traffic—will primarily occur within the project boundaries and adjacent areas influenced by access roads and trail connections. These effects will be most pronounced during the construction phase, estimated to last 4–6 months, and during the initial vegetation establishment period, which may extend into a second summer. However, long-term operational effects, such as increased impervious surface area, recreational use, and traffic volumes, will persist for decades and may interact with other regional developments over time. All future projects would be subject to applicable local, state, and federal environmental reviews and permitting processes.

C. The extent to which the environmental effects are subject to mitigation by ongoing public regulatory authority

There are several Federal, State, and local permits required to ensure that specific environmental effects are mitigated. The mitigation of environmental impacts will be designed and implemented in coordination with regulatory agencies and will be subject to permitting processes. Permits and approvals that have been or may be required prior to project construction include:

Unit of Government	Type of Application	Status
City of Rochester – Planning	Site Development Plan (SDP)	To be applied for
	Floodplain Development Permit	To be applied for
	Shoreland Protection Permit	To be applied for
	Major/Final Plat	To be applied for
	Conditional Use Permit (CUP) or ReZoning	To be applied for
City of Rochester – Public Works	Stormwater Management Review	To be applied for
	ROW/Excavation Permits	To be applied for
City – Building Safety	Building Permit	To be applied for
Rochester Public Utilities	Utility Coordination and plumbing permit	To be applied for
Olmsted County Public Works	Access Permit (CSAH 47)	To be applied for
Olmsted County (Wetland Conservation Act Local Government Unit)	Wetlands	To be applied for
Minnesota Pollution Control Agency (MPCA)	NPDES Construction Stormwater Permit	To be applied for
	Section 401 Water Quality Certification	To be applied for
Minnesota Department of Natural Resources	Wetland Permit	To be applied for
U.S. Army Corp of Engineers	Individual Permit for Wetlands	To be applied for

D. The extent to which the environmental effects can be anticipated and controlled as a result of other available environmental studies undertaken by public agencies or the project proposer, including other EISs

The City of Rochester finds:

1. The Proposed Project includes various measures to reduce adverse impacts to the environment and existing natural resources.
2. The Proposed Project is subject to City, County, State, and Federal requirements.
3. The Project Proposer will secure all necessary permits and will adhere to all requirements of the permits.
4. Considering the results of environmental review and permitting processes for similar projects, the City of Rochester finds that the environmental effects of the Proposed Project can be adequately anticipated, controlled, and mitigated.

V. CONCLUSIONS

1. All requirements for environmental review of the Proposed Project have been met.
2. The EAW and the permit development processes related to the project have generated information which is adequate to determine whether the project has the potential for significant environmental effects.
3. Areas where potential environmental effects have been identified will be addressed during the final design and site plan approvals of the project. Mitigation will be provided where impacts are expected to result from project construction, operation, or maintenance. Mitigation measures are incorporated into project design and have been or will be coordinated with state and federal agencies during the permit process.
4. Based on the criteria in Minnesota Rules part 4410.1700, the Proposed Project does not have the potential for significant environmental effects.
5. An Environmental Impact Statement is not required for the proposed Rochester Regional Sports & Recreation Center project in Rochester, Minnesota.

For the City of Rochester

Desmond McGeough Date
Principal Planner, Community Development
City of Rochester

RESOLUTION

Adopting a Negative Declaration for an Environmental Impact Statement (EIS) for Environmental Assessment Worksheet No. CD2025-005ENV by the City of Rochester, for a proposed Regional Sports and Recreation Complex located in Section 25, Twp 106, Range 14 West.

WHEREAS, the laws of the State of Minnesota require that an Environmental Assessment Worksheet (EAW) be prepared for the construction of a new sports or entertainment facility designed for or expected to accommodate a peak attendance of 5,000 or more persons, or the expansion of an existing sports or entertainment facility by this amount (Minnesota Rules 4410.4300 Subpart 34); and

WHEREAS, the future Regional Sports and Recreation Complex project within the City of Rochester meets the criteria established for the preparation of the EAW; and

WHEREAS, an EAW was prepared for the Regional Sports and Recreation Complex project and reviewed by the Development Review Team, and the draft document was circulated for comments to the required state and federal agencies, as provided by law; and

WHEREAS, notice of availability of the EAW was published in the EQB Monitor on January 6, 2026, and the thirty-day comment period expired on February 5, 2026, and during such period one written comment was received; and

WHEREAS, the Common Council is required by law to make a finding on the adequacy of the EAW and to determine whether an Environmental Impact Statement (EIS) should be prepared; and

WHEREAS, the Common Council met at a regularly scheduled meeting on March 16, 2026, and considered the EAW, the reports of City staff, and the comments received from the parties as noted above.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Rochester, Minnesota, that the Common Council makes the following findings regarding the environmental impact of the proposed development currently known as the Rochester Regional Sports and Recreation Complex:

1. The Environmental Assessment Worksheet and related documentation for the Regional Sports and Recreation Complex project were prepared in compliance with the procedures of the Minnesota Environmental Policy Act and Minnesota Rules, parts 4410.1000 to 4410.1700. All requirements for the environmental review of the proposed project have been met.

2. The EAW has generated information that is adequate to determine whether the project has the potential for significant environmental effects.

3. Based on the criteria in Minnesota Rules, part 4410.1700, the project **does not** have the potential for significant environmental effects.

4. The Responsible Government Unit (RGU) makes a Negative Declaration and does not require the preparation of an Environmental Impact Statement (EIS).

BE IT FURTHER RESOLVED, that based on the findings above, the Common Council has determined that the development currently known as the Rochester Regional Sports and Recreation Complex does not have the potential for significant environmental effects and that preparation of an Environmental Impact Statement (EIS) is not mandated in this instance; and,

BE IT FURTHER RESOLVED that nothing in this determination that the EAW is adequate should be interpreted in any way to suggest that the City approves of the proposed development.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF

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

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF _____, 2026.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

F.25

REQUEST FOR ACTION

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

MEETING DATE:
March 16, 2026

ORIGINATING DEPT:
Community Development

AGENDA SECTION:
Consent Agenda

PRESENTER:
Desmond McGeough

Action Requested:

1. Approving Annexation Application No. CD2025-001ANX, by the City of Rochester, to incorporate approximately 124.61 acres of land into the City Limits with the Unified Development Code (UDC) Mixed Use General (MX-G) zoning district; and authorizing a singular reading of the Annexation Ordinance, and
2. Directing the City Attorney to prepare an Ordinance for First Reading.

Report Narrative:

The Parks and Recreation Department has requested that the subject 124.61-acre City-owned property be annexed into the City of Rochester incorporated limits. The subject property is located immediately north of the Rochester Sports and Recreation Complex site and south of Highway 52, formerly known as the Leitzen Property. The site is contiguous to the City along its west and southern property line. As a property owned by the City of Rochester, Public Hearings of the proposed annexation request are not required, per Minnesota Statutes Section §414.033 2(b).

The purpose of the proposed annexation is to facilitate City Parks and recreation projects such as the extension of Willow Creek Trail, which will link Gamehaven Regional Park to the City of Rochester's trail network system. It will also facilitate the development of stormwater abatement/flood attenuation associated with city trails or other Parks & Recreation development projects. Additionally, the site is intended to be temporarily used in conjunction with the development of the Rochester Sports and Recreation Complex for excavation purposes of sand materials to be used at the facility.

Subject to Council approval of the annexation request, a First Reading of an annexation ordinance is required. The Parks and Recreation Department has requested that the Council waive a Second Reading of the annexation ordinance. A Second Reading is not required by the Minnesota Statutes and may be waived by the City Council per the City Charter. This will significantly reduce the processing time of the requested annexation and conform to the timing needed to support the timelines necessary for excavation of sand material. An annexation ordinance will be scheduled for April 6, 2026, for First Reading, subject to approval of the annexation request.

The Development Review Team is recommending that the Council approve Annexation # CD2026-001ANX.

Priorities & Foundational Principles:

Economic Vibrancy & Growth Management
Fiscal Responsibility & Sustainability

Policy Considerations & DEI Impact:

The proposed Annexation will facilitate the development of a Regional Sports and Recreational Complex. This project reflects the City's commitment to balancing regional impact with community benefit. Phase one focuses on immediate priorities and the beginning of a larger vision that enhances the City's recreational facilities, supports economic development, and fosters equity.

Prior Legislative Actions & Community Engagement:

June 2, 2025: Council Public Hearing & approval - Growth Management Map & Land Use Plan Amendments, Annexation, and Rezoning - Rochester Sports & Recreation Complex
August 26, 2025: Neighborhood Information Meeting Rochester Sports & Recreation Complex- Site Plan & Final Plat
November 18, 2025: Second Neighborhood Information Meeting - Rochester Sports & Recreation Complex Site Plan & Final Plat
January 21, 2026: Council Public Hearing & Approval Rochester Sports & Recreation Complex Final Plat

Fiscal & Resource Impact:

All development costs will be the responsibility of the developer.

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:

Desmond McGeough

Attachments:

CD MEMO - CD2026-001ANX - Lietzen Property Annexation

Location Map Exhibit - CD2026-001ANX - Leitzen Property Annexation

Annexation request letter - CD2026-001ANX - Leitzen Property Annexation

Annexation Exhibit - CD2026-001ANX - Leitzen Property Annnexation

Boundary Contiguity Map - CD2026-001ANX - Leitzen Property Annexation

Legal Description - CD2026-001ANX - Leitzen Property Annexation

MRS Section 414.033 - CD2026-001ANX - Leitzen Property Annexation

ROCHESTER COMMUNITY DEVELOPMENT

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

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

City Council	March 16, 2026

Prepared By: Rochester Community Development Department

Request: Annexation Petition CD2026-001ANX, by the City of Rochester, to incorporate approximately 124.61 acres of land into the Rochester City Limits.

Location: The subject site is located south of Highway 52, north of 40th St. SE Street alignment and approximately 1,200 feet east of Highway 63. (PINs # 041942, 041953, 041956)

Applicant: City of Rochester Community Development.

CITY COUNCIL SUMMARY

Application Type: Annexation (ANX)

What is Considered: Annexation is the process by which unincorporated lands are brought into a municipal boundary. The municipality annexing must be able to adequately serve the newly added land with City services and infrastructure, such as water and sanitary sewer. Amendments to the boundaries of corporate and extraterritorial limits through an Orderly Annexation process, shall be adopted pursuant to Minnesota Statutes §414.0325, Subd. 1.

Approval Body: Rochester City Council

Development Review Team Recommendation: Approval.

PROJECT SUMMARY

Background

The City of Rochester Parks and Recreation Department has requested the subject 124.61acre City owned property, be annexed into the City of Rochester incorporated limits. The subject property is located immediately north of the Rochester Sports and Recreation Complex site and south of Highway 52, formerly known as the Leitzen Property. The site is contiguous to the City of Rochester along it's west and southern property line. As a property owned by City of Rochester, Public Hearings of the proposed annexation request are not required, per Minnesota Statues Section §414.033 2(b).

The purpose for the proposed annexation is to facilitate City Parks and recreation projects such as the extension of Willow Creek Trail, which will link Gamehaven Regional Park to the City of Rochester trail network system. It will also facilitate development of storm water abatement/flood attenuation associated with city trails or other Parks & Recreation development projects. Additionally, the site is intended to be temporarily used in

conjunction with the development of the Rochester Sports and Recreation Complex for excavation purposes of sand materials for to be used at the facility.

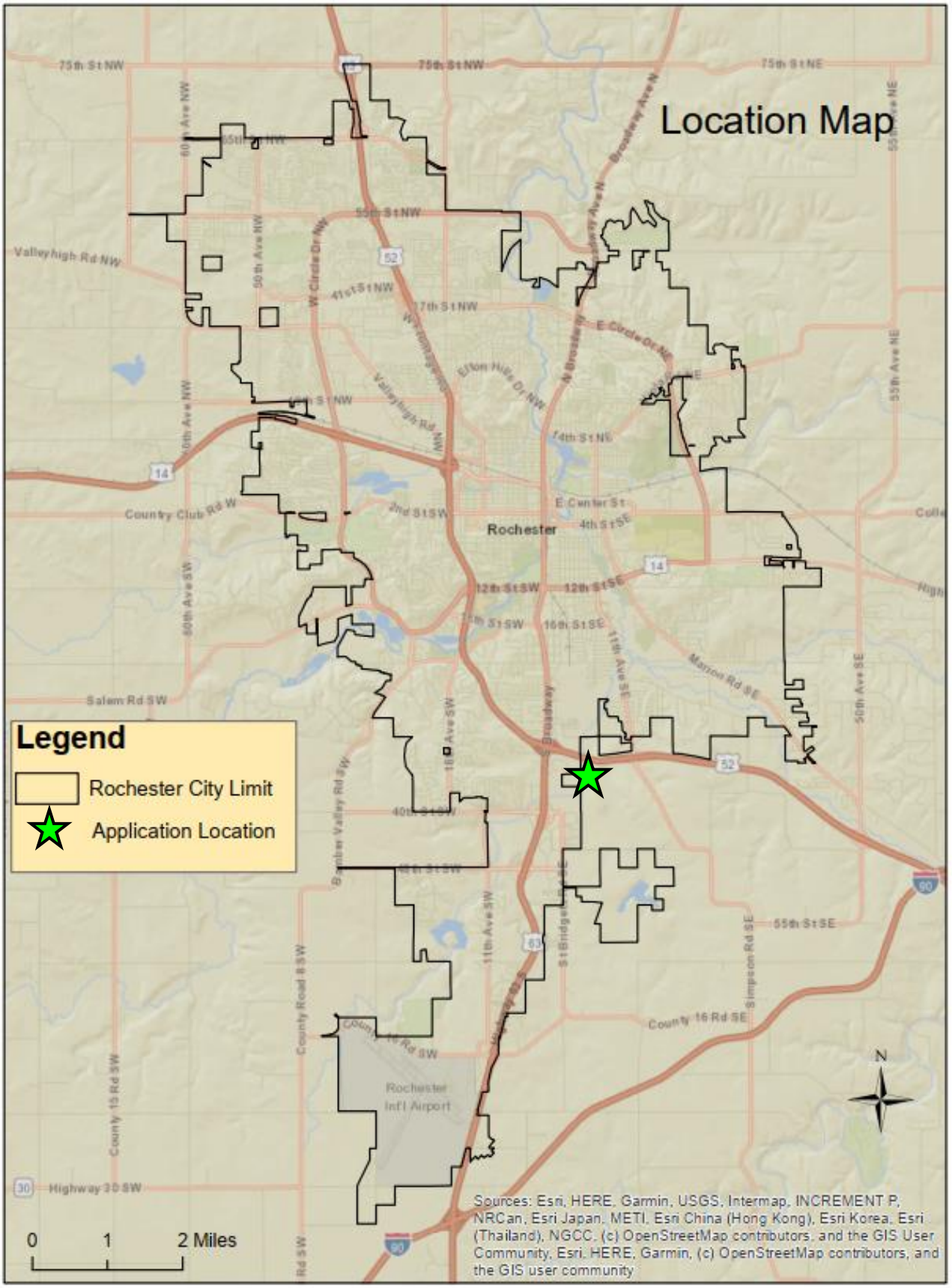
Subject to Council approval of the annexation request, a First Reading of an annexation ordinance is required. The Parks and Recreation Department has requested the Council waive of a Second Reading of the annexation ordinance. A Second Reading is not required by the Minnesota Statues and may be waived by the City Council per the City Charter. This will significantly reduce processing time of the request annexation to conform to the timing needed to support the sports & recreation complex project. An annexation ordinance will be scheduled following Council Agenda for First Reading, subject to approval of the subject request.

DEVELOPMENT REVIEW TEAM RECOMMENDATION

The Community Development Team recommends APPROVAL of the subject application, as outlined in the Council Summary above.

ATTACHMENTS

1. Site Location Map
2. Annexation Request Letter
3. Annexation Exhibit
4. City Boundary Contiguity Exhibit
5. Legal Description.
6. Minnesota Revised Statues Section §414.033, Subdivision 1 & 2


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

February 24, 2026

ROCHESTER PARKS & RECREATION
GO. PLAY. EXPLORE.

Desmond McGeough
Principle Planner
Community Development

Emailed Delivery Only

RE: Annexation of City owned property

Dear Mr. McGeough

Pursuant to our discussion regarding annexation of City owned property formerly known as the Leitzen property the City Team hereby requests you place the annexation of this property on the City Council Agenda. Additionally, we request the City Council to waive the Second Reading. This second reading is not required by Statute, thus waiver is allowed. This would reduce the processing time of the annexation to conform to the timing needed to support the sports complex project.

The purpose for the annexation is to facilitate various city projects inclusive of the following:

- utilization of sand from the site for the sport complex project
- for the extension of the Willow Creek Trail linking to Gamehaven Regional Park
- and for development of storm water abatement/flood attenuation associated with trail or other projects.

Included is the ALTA Survey for the property which has the legal description included. If you would like the deed or purchase agreement please let me know and I will forward this information along.

Let me know if you need or desire any additional information on this matter.

Sincerely,

Michael J. Nigbur
Parks and Forestry Division Head.

ALTA/NSPS LAND TITLE SURVEY

1" SQUARE PIPE W/CAP
NW COR. NW 1/4
SEC. 24–106–14

CAST IRON MONUMENT
N 1/4 COR.
SEC. 24–106–14

N 89°41'34" E 2622.79

1311.40 N. LINE NW 1/4 SEC. 24 1311.40

LEGEND

- PROPERTY LINE
- CENTER LINE
- LOT LINES
- RIGHT OF WAY LINE
- EASEMENT LINE
- STORM SEWER/FLARED END SECTION
- WETLANDS
- FLOOD ZONE X–0.2% ANNUAL CHANCE FLOOD HAZARD.
- FLOOD ZONE AE
- FLOOD ZONE AE REGULATORY FLOODWAY
- EXISTING CONTOURS
- GATE VALVE/HYDRANT
- CATCH BASIN
- SANITARY SEWER MANHOLE
- COM — UNDERGROUND COMMUNICATION/PEDESTAL
- CONTROLLED ACCESS

VERTICAL SOURCE AND DATUM
THE CONTOURS SHOWN ARE BASED ON THE OLMSTED COUNTY 2021 LIDAR FLIGHT WITH A QL0 ACCURACY LEVEL AND IS BASED ON THE NORTH AMERICAN VERTICAL DATUM '88

BASIS OF BEARINGS
ALL BEARINGS ARE IN RELATIONSHIP WITH THE OLMSTED COUNTY COORDINATE SYSTEM NAD '83, ADJUSTED 1996.

0 50 100 150 200
SCALE IN FEET

WETLANDS
THE WETLANDS SHOWN ARE BASED ON A FIELD DELINEATION BY MIDWEST NATURAL RESOURCES INC. (AUGUST, 2025)

PROPERTY DESCRIPTION

(PER TITLE COMMITMENT ISSUED BY CHICAGO TITLE INSURANCE COMPANY, FILE NO. 2195912BR SECOND REVISION, COMMITMENT DATE JUNE 9, 2025)

That part of the Southwest Quarter, and part of the Southeast Quarter of the Northwest Quarter, all in Section 24, Township 106 North, Range 14 West, Olmsted County, Minnesota, described as follows:

Beginning at the southeast corner of the Southwest Quarter of said Section 24; thence South 89 degrees 45 minutes 19 seconds West (NOTE: All Bearings are in relationship with the Olmsted County Coordinate System NAD '83, Adjusted 1996), along the south line of said Southwest Quarter, 1368.60 feet; thence North 00 degrees 29 minutes 09 seconds West, parallel with the east line of said Southwest Quarter, 1751.20 feet to the south line of the North one–third of said Southwest Quarter; thence South 89 degrees 47 minutes 31 seconds West, along said south line, 1261.14 feet to the west line of said Southwest Quarter; thence North 00 degrees 29 minutes 17 seconds West, along said west line, 876.00 feet to the northwest corner of said Southwest Quarter; thence North 89 degrees 48 minutes 37 seconds East, along the north line of said Southwest Quarter, 1314.89 feet to the southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 24; thence North 00 degrees 24 minutes 37 seconds West, along the west line of said Southeast Quarter of the Northwest Quarter, 1057.20 feet to the south right of way line of Trunk Highway No. 52, as depicted on STATE HIGHWAY RIGHT OF WAY PLAT NO. 55–2 (the next 3 courses are along said south right of way line); thence South 73 degrees 01 minutes 45 seconds East, 65.37 feet; thence South 28 degrees 16 minutes 19 seconds East, 212.13 feet; thence South 73 degrees 16 minutes 19 seconds East, 250.00 feet to Right of Way Boundary Corner B20 as shown on said STATE HIGHWAY RIGHT OF WAY PLAT NO. 55–2; thence continue South 73 degrees 16 minutes 19 seconds East, 72.03 feet; thence North 83 degrees 36 minutes 20 seconds East, 452.24 feet to the south line of said plat; thence easterly 51.35 feet along said south line and along a nontangential curve, central angle of 00 degrees 56 minutes 04 seconds, radius of 3148.79 feet, and the chord of said curve bears South 81 degrees 19 minutes 42 seconds East, 51.35 feet; thence South 01 degrees 52 minutes 07 seconds East, along said west line and not tangent to said curve, 546.49 feet; thence South 14 degrees 42 minutes 39 seconds East, 260.05 feet; thence South 27 degrees 38 minutes 24 seconds East, 241.68 feet; thence South 40 degrees 54 minutes 32 seconds East, 241.68 feet to the east line of the Southwest Quarter of said Section 24; thence South 00 degrees 29 minutes 09 seconds East, along said east line, 2227.85 feet to the point of beginning.

EXCEPT:

Beginning at the northwest corner of the Southwest Quarter of said Section 24; thence east along the north line of said Quarter Section for a distance of 80.2 feet; thence southerly at a deflection angle of 89 degrees 13 minutes for a distance of 305.8 feet; thence westerly for a distance of 81.1 feet to a point on the west line of said Quarter Section; thence north along the west line of said Quarter Section a distance of 303.9 feet to the place of beginning.

N 00°20'04" W 2638.03
W. LINE NW 1/4 SEC. 24

S. R/W LINE T.H. 52

S 73°01'45" E 65.37

B22

S 28°16'19" E 212.13

B21

S 73°16'19" E 322.03

B20

N 83°36'20" E 452.24

14 T.H. 52 STATE HIGHWAY RIGHT OF WAY PLAT NO. 55–2

S. LINE RIGHT OF WAY PLAT NO. 55–2

B19

Δ=07°35'22" R=3148.79 L=417.09

N 47°22'47" E 166.40

250.00

72.03

EXCEPTION
BK. 389 PG. 263

C. Brg.=S 81°19'42" E
C.=51.35
Δ=00°56'04"
R=3148.79
L=51.35

E. LINE NW 1/4 SEC. 24

WILLOW CREEK

WOOD LAKE LAND ENTERP OF ROCHESTER
PID: 025603
ZONING: L1

OUTLOT SUBDIVISION

N 00°24'37" W 1057.20
W. LINE SE 1/4 NW 1/4

N 00°24'37" W 1583.52

S 01°52'07" E 546.49

ABANDONED RAILROAD RIGHT OF WAY LINE
GREAT WESTERN RAILROAD COMPANY (FORMER, NOW ABANDONED)
CHICAGO

50' 50'

PARCEL 4

PARCEL 5

S 14°42'39" E 260.05

S 27°38'24" E 241.68

S 40°54'32" E 241.68

N 00°29'09" W 2643.45

E. LINE SW 1/4 SEC. 24

N 00°29'09" W 460.00

WOOD LAKE BLOCK 3 LOT 1 LOT 2

WOOD LAKE DRIVE S.E.

TNH 1040.51

PARK SECOND BLOCK 2 LOT 4

BENCH MARK
TNH 1039.28

ROCHESTER TOWN OFFICES LLC
PID: 073291
ZONING: L1

M A P PARTNERSHIP LLP
PID: 025598
ZONING: L1

MINNESOTA RUSH
PID: 025599
ZONING: L1

CAST IRON CAP ON TELSPAR PIPE
NW COR. SW 1/4
SEC. 24–106–14

N 89°48'37" E 80.20

S 00°58'23" E 305.80

N 00°29'17" W 303.90

LEITZEN,MARK J
PID: 041954
ZONING: L1
PARCEL 3
EXCEPTION

LEITZEN,MARK J
PID: 075193
ZONING: L1

(DOC. NO. A–1509870)
20' WIDE ACCESS AND EGRESS EASEMENT

AREA INLET

GRAVEL

N 89°48'37" E 1234.69

S. LINE NW 1/4 SEC. 24

N. LINE SW 1/4 SEC. 24

S 89°48'37" W 998.66

16.50 FOOT TELEPHONE EASEMENT
DOC. NO. A–546067 (16)

GAS EASEMENT
DOC. NO. A–1534062

S 89°48'37" W 316.23

N 89°48'37" E 2623.90

NE COR. SW 1/4
SEC. 24–106–14

GAS EASEMENT
DOC. NO. A–1534061 (21)

CAST IRON MON.
E 1/4 COR.
SEC. 24–106–14

TOTAL AREA: ±124.61 ACRES

S 88°53'32" W (DESC. 81.1) 82.82

10.00

N 00°29'17" W 572.10

20' SANITARY SEWER EASEMENT DOC. No. A945466 (20)

DEGEUS PROPERTIES LLC
PID: 082559
ZONING: L1

N 1/2 SW 1/4

PARCEL 2

18 20 FOOT WASTEWATER PIPELINE EASEMENT DOC. NO. 592287

DRIPPS FAMILY LLC
PID: 079012
ZONING: L1

415.16

766.39

MONUMENTS
- FOUND (5/8" PIPE UNLESS NOTED OTHERWISE)
- SET (5/8" PIPE UNLESS NOTED OTHERWISE)

THIS SURVEY AND DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF:
CITY OF ROCHESTER
ROCHESTER, MN

SHEET NO. 1 OF 2

SCALE: 1" = 100'
DATE: 10/13/2025
DRAWN BY: G.D.Z.
CHECKED BY: R.W.Z.
JOB NUMBER: 5150
DWG. FILE: 5150SP01
REVISION DATE:

PROPERTY LOCATION MAP
T. 106 N. R. 14 W.
N.W. 1/4 N.E. 1/4 S.W. 1/4 S.E. 1/4
Sec. 24
No Scale

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

ALTA/NSPS LAND TITLE SURVEY

PROJECT NUMBER: 5150 COMPUTER FILE: 5150SA01

ALTA/NSPS LAND TITLE SURVEY

N 00°29'17" W 572.10

20' SANITARY SEWER EASEMENT DOC. No. A945466 (20)

10.00

OPEN WATER CHANNEL

S 89°47'31" W 1261.14

S. LINE N 1/3 SW 1/4
N. LINE S 2/3 SW 1/4

N 89°47'31" E 1368.60

415.16

1100

MILLOW CREEK

TOTAL AREA: ±124.61 ACRES

21 GAS EASEMENT DOC. NO. A-1534061

SENECA FOODS CORPORATION
PID: 041947
ZONING: L1

S 00°29'09" E 2227.85

N 00°29'09" W 1751.20

BLOCK 1

LOT 1

PARCEL 1

1750.33

E. LINE SW 1/4 SEC. 24

18 20 FOOT WASTEWATER PIPELINE EASEMENT DOC. NO. 592287

GAS EASEMENT DOC. NO. A-1534063 (23)

BUILDING

GATE

GAS EASEMENT DOC. NO. A-1534061 (21)

15" RCP

F.E.S. INV 1056.89

F.E.S. INV 1057.10

20 FOOT WASTEWATER PIPELINE EASEMENT DOC. NO. 592287 (18)

GAS EASEMENT DOC. NO. A-1534061 (21)

(DOC. NO. A-1509870)
66.00 FOOT INGRESS AND EGRESS EASEMENT

21 INGRESS, EGRESS AND UTILITY EASEMENT DOC. NO. A-1534061

75" RCP

F.E.S. INV 1046.58

F.E.S. INV 1048.77

S. LINE SW 1/4 SEC. 24
S 89°45'19" W 1261.07

1" SQUARE PIPE W/CAP
SW COR. SW 1/4
SEC. 24-106-14

RIM: 1045.7

40 ST SE

CITY OF ROCHESTER
PID: 089087
ZONING: L1

S 89°45'19" W 1368.60

CAST IRON MONUMENT
SE COR. SW 1/4
SEC. 24-106-14

N 00°29'17" W 1752.01

W. LINE SW 1/4 SEC. 24

TABLE A ITEMS

Table A items 1, 13, and 14 are as shown on survey.

2. Property address: 611 40th Street SE, Rochester, MN 55904
3. The subject property is located in Zone AE, Zone AE Regulatory Floodway, and Zone X, per F.I.R.M. number 27109C0304E, effective date April 19, 2017, and F.I.R.M. number 27109C0302F, effective date April 19.
4. The area of the subject property described on Sheet 1 is 124.61 acres, as surveyed.
5. The storm sewer structure elevations shown were obtained by survey field methods. Contours shown are based on QL0 quality Lidar data obtained in 2021 and furnished by Olmsted County.
6. (b) No zoning report or letter provided by the client.
7. (a) All visible buildings contained within the subject property's boundary are shown.
8. Substantial features observed in the process of conducting the field work within the subject property's boundary are shown.
9. No visible striped parking spaces contained within the subject property's boundary.
11. (b) Utility locations shown are provided by local utility companies through the gopher state one call system. Locations are shown to the accuracy of the marking. WSE Massey Engineering and Land Surveying does not assume responsibility for mislocated or unmarked utilities. Ticket # 252130781
16. There was no evidence of recent earth moving work, building construction, or building additions observed at the time of the survey fieldwork.
17. The surveyor has not been made aware of any proposed changes in street right of way lines, nor was there any visible evidence of recent street or sidewalk construction or repairs observed at the time of the survey fieldwork.
18. There were no plottable offsite easements provided to the surveyor.
19. WSE Massey has a minimum amount of $1,000,000 of Professional Liability Insurance in effect.

VERTICAL SOURCE AND DATUM
THE CONTOURS SHOWN ARE BASED ON THE OLMSTED COUNTY 2021 LIDAR FLIGHT WITH A QL0 ACCURACY LEVEL AND IS BASED ON THE NORTH AMERICAN VERTICAL DATUM '88

BASIS OF BEARINGS
ALL BEARINGS ARE IN RELATIONSHIP WITH THE OLMSTED COUNTY COORDINATE SYSTEM NAD '83, ADJUSTED 1996.

0 50 100 150 200
SCALE IN FEET

WETLANDS
THE WETLANDS SHOWN ARE BASED ON A FIELD DELINEATION BY MIDWEST NATURAL RESOURCES INC. (AUGUST, 2025)

SCHEDULE B SECTION TWO – EXCEPTIONS
COMMITMENT FILE NO.: 2195912BR SECOND REVISION (COMMITMENT DATE JUNE 9, 2025)

Items 1–13 are not survey related or plottable, and therefore, are not shown on this survey.

14. State Highway Right–of–Way Plat No. 55–2 dated October 17, 1974 and recorded December 30, 1974 as Document No. 361712. (Surveyor's Note: A portion of said Right of Way Plat adjoins the northerly boundary of the subject property as shown.)
15. deleted
16. Easement in favor of Northwestern Bell Telephone Company dated June 21, 1988 and recorded June 22, 1988 in Book A5, page 684. (Parcels 4 and 5) (Surveyor's Note: A portion of the described location of said easement falls within the subject property's boundary and is shown.)
17. deleted
18. Perpetual pipeline easement dated October 24, 1990 and recorded October 31, 1990 in Book F5, page 989. (Parcels 1, 2, and 3) (Surveyor's Note: The described location of said easement falls within the subject property's boundary and is shown.)
19. deleted
20. Resolution dated September 16, 2002 and recorded December 11, 2002 as Document No. A945466. (Parcels 2 and 3) (Surveyor's Note: The described location of the 20 foot sanitary sewer easement falls within the subject property's boundary as shown.)
21. Gas Easement and Utility and Ingress and Egress Easement in favor of Minnesota Energy Resources Corporation dated April 28, 2021 and recorded May 5, 2021 as Document No. A1534061. (Parcel 4) (Surveyor's Note: The described location of said easements fall partially within the subject property's boundary as shown.)
22. deleted
23. Gas Easement in favor of Minnesota Energy Resources Corporation dated April 28, 2021 and recorded May 5, 2021 as Document No. A1534063. (Parcel 4) (Surveyor's Note: The described location of said easement falls within the subject property's boundary and is shown.)

SURVEYOR'S NOTE:

The legal description of the Subject Property describes a mathematically closed figure with no gaps, strips, or gores.

SURVEYOR'S CERTIFICATION

To: Chicago Title Insurance Company, a Florida corporation, Rochester Title & Escrow Company and City of Rochester, a Minnesota municipal corporation:

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys, jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 5, 6(b), 7(a), 8, 9, 11(b), 13, 14, 16, 17, 18, and 19 of Table A thereof. The field work was completed on August 21, 2025.

RWZ

11/3/2025
Date

Reinhold W Zieman

59823
License Number

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

THIS SURVEY AND DRAWING WAS PREPARED FOR THE EXCLUSIVE USE OF:
CITY OF ROCHESTER
ROCHESTER, MN

SHEET NO. 2 OF 2

SCALE: 1" = 100'
DATE: 11/3/2025
DRAWN BY: G.D.Z.
CHECKED BY: R.W.Z.
JOB NUMBER: 5150
DWG. FILE: 51505A01
REVISION DATE:

PROPERTY LOCATION MAP
T. 106 N. R. 14 W.
N.W. 1/4 N.E. 1/4 S.W. 1/4 S.E. 1/4
24
No Scale

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

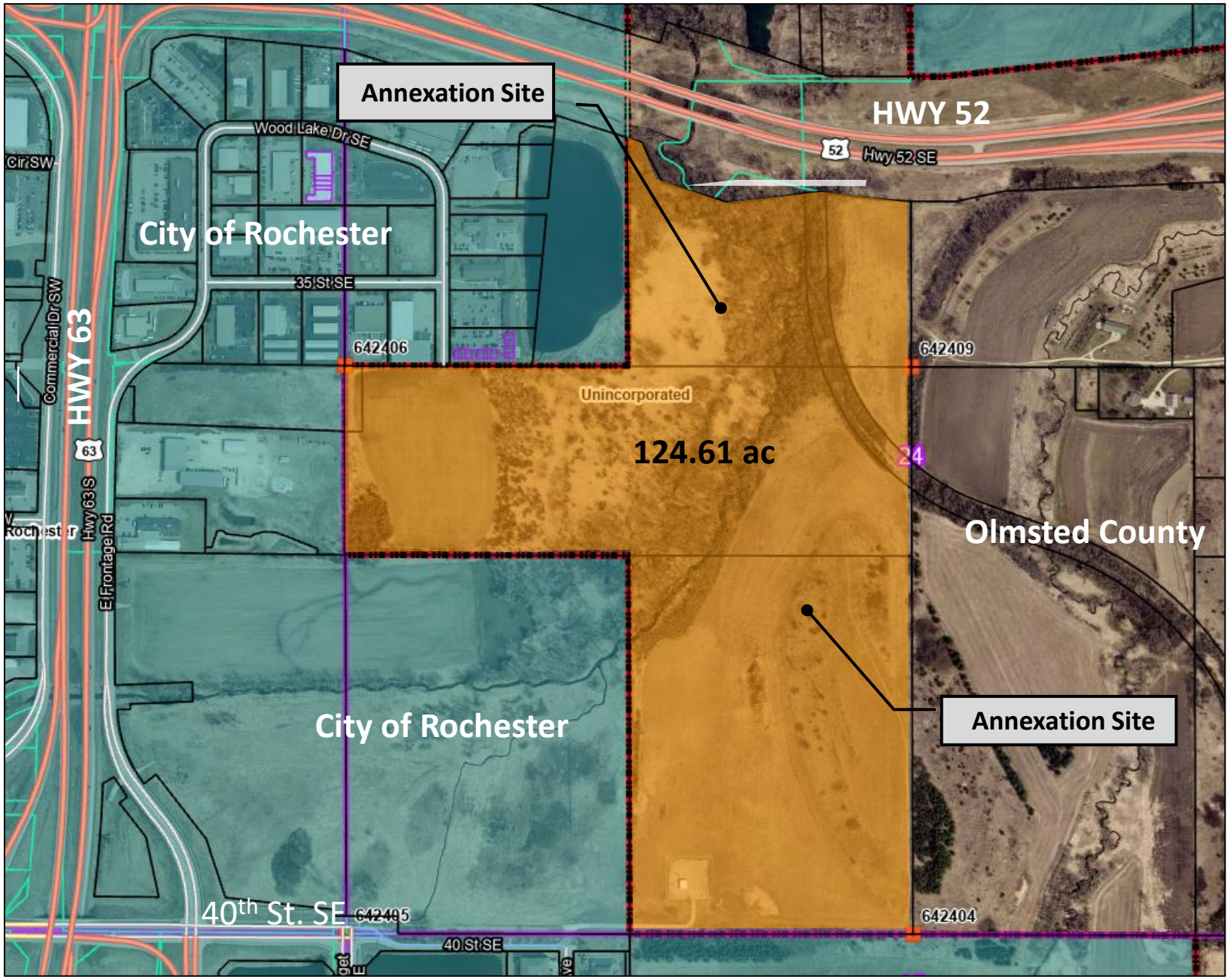
ALTA/NSPS LAND TITLE SURVEY

PROJECT NUMBER: 5150 COMPUTER FILE: 51505A01

ROCHESTER
COMMUNITY
DEVELOPMENT

City Boundary

Annexation Area



Annexation Site City Boundary
Contiguity Map (CD2026-001ANX)

LEGAL DISCRIPTION

That part of the Southwest Quarter, and part of the Southeast Quarter of the Northwest Quarter, all in Section 24, Township 106 North, Range 14 West, described as follows:

Beginning at the southeast corner of the Southwest Quarter of said Section 24; thence South 89 degrees 45 minutes 19 seconds West (NOTE: All Bearings are in relationship with the Olmsted County Coordinate System NAD '83, Adjusted 1996), along the south line of said Southwest Quarter, 1368.60 feet; thence North 00 degrees 29 minutes 09 seconds West, parallel with the east line of said Southwest Quarter, 1751.20 feet to the south line of the North one-third of said Southwest Quarter; thence South 89 degrees 47 minutes 31 seconds West, along said south line, 1261.14 feet to the west line of said Southwest Quarter; thence North 00 degrees 29 minutes 17 seconds West, along said west line, 876.00 feet to the northwest corner of said Southwest Quarter; thence North 89 degrees 48 minutes 37 seconds East, along the north line of said Southwest Quarter, 1314.89 feet to the southwest corner of the Southeast Quarter of the Northwest Quarter of said Section 24; thence North 00 degrees 24 minutes 37 seconds West, along the west line of said Southeast Quarter of the Northwest Quarter, 1057.20 feet to the south right of way line of Trunk Highway No. 52, as depicted on STATE HIGHWAY RIGHT OF WAY PLAT NO. 55-2 (the next 3 courses ore along said south right of way line); thence South 73 degrees 01 minutes 45 seconds East, 65.37 feet; thence South 28 degrees 16 minutes 19 seconds East, 212.13 feet; thence South 73 degrees 16 minutes 19 seconds East, 250.00 feet to Right of Way Boundary Corner B20 as shown on said STATE HIGHWAY RIGHT OF WAY PLAT NO. 55-2; thence continue South 73 degrees 16 minutes 19 seconds East, 72.03 feet; thence North 83 degrees 36 minutes 20 seconds East, 452.24 feet to the south line of said plat; thence easterly 51.35 feet along said south line and along a nontangential curve, central angle of 00 degrees 56 minutes 04 seconds, radius of 3148.79 feet, and the chord of said curve bears South 81 degrees 19 minutes 42 seconds East, 51.35 feet; thence South 01 degrees 52 minutes 07 seconds East, along said west line and not tangent to said curve, 546.49 feet; thence South 14 degrees 42 minutes 39 seconds East, 260.05 feet; thence South 27 degrees 38 minutes 24 seconds East, 241.68 feet; thence South 40 degrees 54 minutes 32 seconds East, 241.68 feet to the east line of the Southwest Quarter of said Section 24; thence South 00 degrees 29 minutes 09 seconds East, along said east line, 2227.85 feet to the point of beginning.

Except:
Beginning at the northwest comer of the Southwest Quarter of said Section 24; thence east along the north line of said Quarter Section for a distance of 80.2 feet; thence southerly at a deflection angle of 89 degrees 13 minutes for a distance of 305.8 feet; thence westerly for a distance of 81.1 feet to a point on the west line of said Quarter Section; thence north along the west line of said Quarter Section a distance of 303.9 feet to the place of beginning.

Minnesota Revised Statues

414.033 ANNEXATION BY ORDINANCE.

Subdivision 1. **Unincorporated property.** Unincorporated property abutting a municipality may be annexed to the municipality by ordinance as provided for in this section.

Subd. 2. **Conditions.** A municipal council may by ordinance declare land annexed to the municipality and any such land is deemed to be urban or suburban in character or about to become so if:

(1) the land is owned by the municipality;

(2) the land is completely surrounded by land within the municipal limits;

(3) the land abuts the municipality and the area to be annexed is 120 acres or less, and the area to be annexed is not presently served by public wastewater facilities or public wastewater facilities are not otherwise available, and the municipality receives a petition for annexation from all the property owners of the land. Except as provided for by an orderly annexation agreement, this clause may not be used to annex any property contiguous to any property previously annexed under this clause within the preceding 12 months if the property is owned by the same owners and annexation would cumulatively exceed 120 acres; or

(4) the land has been approved after August 1, 1995, by a preliminary plat or final plat for subdivision to provide residential lots that average 21,780 square feet or less in area and the land is located within two miles of the municipal limits.

Subd. 2a. [Repealed, 1997 c 202 art 5 s 9]

Subd. 2b. **Notice, hearing required.** Before a municipality may adopt an ordinance under subdivision 2, clause (2), (3), or (4), a municipality must hold a public hearing and give 30 days' written notice by certified mail to the town or towns affected by the proposed ordinance and to all landowners within and contiguous to the area to be annexed.

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Airline Operating Agreement - United Airlines

MEETING DATE:
March 16, 2026

ORIGINATING DEPT:
Airport

AGENDA SECTION:
Consent Agenda

PRESENTER:
John C. Reed

Action Requested:
Authorizing an airline operating agreement for United Airlines to conduct commercial air service at RST.

Report Narrative:

This Airline Operating Agreement is between the City of Rochester, the Rochester Airport Company, and United Airlines, Inc. This Agreement authorizes United Airlines, Inc. to conduct commercial air service at RST incorporating the terms of the Airline Use and Lease Agreement previously executed by the parties that expired December 31, 2018.

United Airlines will lease 2,068 square feet of preferential use space and 20,957 square feet of joint use space at the current rates and charges as calculated annually. The 2026 rate is 27.26 per square foot.

Landing fees will also be charged to United Airlines based on the weight of aircraft landed at RST.

RST will also collect passenger facility charges on the United passengers.

United Airlines plans to provide multiple flights to/from Chicago each day starting April 30, 2026.

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

Policy Considerations & DEI Impact:
The revenue generated by this agreement assists the airport with it's mission: "To provide a sustainable community asset that places the customer first, acts with agility and accountability, is responsive to stakeholders, empowers staff, and embeds safety and security in all we do."

Prior Legislative Actions & Community Engagement:
March 3, 2026: Airport Commission -Recommended authorizing Airline Operating Agreement with United Airlines.

Fiscal & Resource Impact:
Rental revenue from leased space will be $5,281.62 per month plus landing fees and revenues from

additional passenger facility charges.

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

Prepared By:
Kyle Gaffaney

Attachments:
Agreement - United Airlines RST

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AIRLINE OPERATING AGREEMENT

THIS AIRLINE OPERATING AGREEMENT ("Agreement") is hereby entered into between the CITY OF ROCHESTER (the "City") and the ROCHESTER AIRPORT COMPANY (collectively with the City, the "Company") and UNITED AIRLINES, INC. (the "Airline" and collectively with the Company, the "Parties" and each, a "Party") as of _____, 202_ (the "Effective Date").

RECITALS

WHEREAS, the Company operates the Rochester International Airport ("Airport") on behalf of the City;

WHEREAS, Airline desires to establish new air service at the Airport beginning on April 30, 2026;

WHEREAS, the Company desires for Airline to establish such new air service;

WHEREAS, the Company previously entered into an Airline Use and Lease Agreement ("AULA") with certain air carriers operating at the Airport that established rates and charges and other terms and conditions for the use of the Airport by air carriers;

WHEREAS, the AULA is attached hereto as **Exhibit A**;

WHEREAS, the AULA expired on December 31, 2018 and the air carriers operating at the Airport, as of the Effective Date of this Agreement, are operating on a month-to-month holdover basis pursuant to the terms and conditions in the AULA;

WHEREAS, the Parties intend to commence negotiations, along with any other interested air carriers operating or requesting to operate at the Airport, for a new Airline Use and Lease Agreement ("New AULA") that would replace the form of the AULA and establish new rates and charges and other terms and conditions for the use of the Airport by air carriers therein;

WHEREAS, the Parties anticipate such negotiations will commence in 2026 but may not conclude prior to Airline's anticipated start of air service at RST;

WHEREAS, if the Parties have not reached agreement on a New AULA prior to April 30, 2026 that would govern Airline's use of the Airport on a longer term basis, the Parties agree that Airline may commence operating at the Airport on April 30, 2026 (the "Commencement Date") subject to the terms and conditions of this Agreement;

NOW, THEREFORE, the Parties agree to the following:

AGREEMENT

1 Recitals. The recitals above are incorporated herein by reference as if set forth below.

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2 Incorporation of AULA Terms and Conditions. During the Term (defined below), Airline agrees that it shall comply with the terms and conditions in the AULA attached hereto as **Exhibit A**, as if it were a Signatory Airline thereunder, except as explicitly modified by Sections 3, 4, or 5 herein. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the AULA.

3 Term. Article IV (*Base Term, Option, and Holdover*) of the AULA shall not apply to Airline. Instead, the term (" Term") of this Agreement shall begin on the Commencement Date and continue on a month-to-month basis unless and until terminated by either Party for any reason with at least thirty (30) days' prior written notice to the other Party; provided that, if not earlier terminated, this Agreement shall automatically terminate upon the date on which a New AULA entered into between the Parties becomes effective.

4 Airline Premises. Airline's Premises shall include the 650 square feet of ticket counter space, 259 square feet of office space, and 563 square feet of operations space assigned to Airline as Preferential Use Premises, and 596 square feet of covered storage, all as further described and depicted in **Exhibit B**. Airline shall also have the shared use, in common with others, of the Joint Use Space described on **Exhibit B**, which consists of aircraft parking positions, holdrooms, and baggage handling systems.

5 Rentals, Fees, and Charges. Airline shall pay rentals, fees, and charges for the use of the Airport as set forth in Article V (*Rates, Fees, Charges and Payment Terms*) of the AULA on the terms and conditions therein. Airline shall pay fees for its use of the Preferential Use Premises and Joint Use Space at the Square Footage Rate established by the Company as set forth in the AULA, which as of the Commencement Date is $27.26 per square foot. Airline acknowledges that, pursuant to Article IV (*Base Term, Option, and Holdover*) of the AULAs entered into between the Company and the other air carriers operating at the Airport, the Company may adjust the methodology by which it calculates airline rates and charges at the sole discretion of the Company while such air carriers remain in holdover, in compliance with all applicable laws.

6 Subordination. Airline agrees that this Agreement shall be subject and subordinate to the provisions of any existing or future agreements between the Company and the United States of America, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure by or reimbursement to the Company or the County of Federal funds for the development of the Airport ("Grant Assurances"). In the event that this Agreement, either on its own terms or by any other reason, conflicts with or violates any such Grant Assurances, the Company has the right to amend, alter, or otherwise modify the terms of this Agreement in order to resolve such conflict or violation.

7. Federally Required Provisions. Airline acknowledges that the Company is required by the FAA under the terms of its Grant Assurances to include in this Agreement certain required contract provisions, included as **Exhibit C** hereto ("Required Federal Provisions"). Airline agrees to comply with the Required Federal Provisions and, where applicable, include the

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Required Federal Provisions in each of its subcontracts without limitation or alteration. Airline acknowledges that a failure to comply with the Required Federal Provisions constitutes an event of default. Airline further acknowledges that the FAA may from time to time amend such required contract provisions and agrees that the Company may unilaterally modify the Required Federal Provisions solely to the extent such modification is necessary to comply with its Grant Assurances by providing Airline with prompt notification of such modification.

8 Severability. In the event any provisions of this Agreement shall be deemed invalid or unenforceable, the remaining provisions shall continue in force and effect and shall be binding upon the Parties in this Agreement.

9 Entire Agreement. This Agreement, including all exhibits and attachments hereto, constitutes the entire agreement between the Parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by the Company and Airline. This Agreement supersedes all prior agreements and understandings, written and oral, expressed, or implied, between the Company and Airline related hereto. Airline agrees that no representations or grant of rights or privileges shall be binding upon the Company unless expressed in writing in this Agreement.

[Signature Page(s) to Follow]

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IN WITNESS WHEREOF, the Parties have set their hands and seals as of the date first written above.

CITY OF ROCHESTER, MN

Signature:

_____

Mayor Kim Norton

Signed by City Clerk:

_____

ROCHESTER AIRPORT COMPANY,
a Minnesota corporation

Signature:

_____

Print Name:

_____

Print Title:

_____

UNITED AIRLINES, INC.

a Delaware corporation

Signature: DocuSigned by: Frannie Levar 004B92E3AD634C2...

_____

Print Name: Frannie Levar

_____

Print Title: Managing Director, Airport Affairs

_____

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EXHIBIT A

AIRLINE USE AND LEASE AGREEMENT

Docusign Envelope ID: B7B7D46F-82B8-4B07-994A-8D51D1265DBB

UNITED
CONTRACT
185161

AIRLINE USE AND LEASE AGREEMENT

THIS AGREEMENT is made this 1st day of June, 2017, by and between the CITY OF ROCHESTER and the ROCHESTER AIRPORT COMPANY, (hereinafter referred to collectively as "Lessor"), and United Airlines, Inc., a Delaware corporation (hereinafter referred to as "Airline"), with reference to the ROCHESTER INTERNATIONAL AIRPORT, (hereinafter referred to as "Airport"), located in Olmsted County, Minnesota.

W I T N E S S E T H:

NOW, THEREFORE, for and in consideration of the Premises and of the mutual covenants and agreements herein contained, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and in replacement of any other previous leases or agreements between the parties, the parties agree as follows:

ARTICLE 1 - DEFINITIONS

The following words, terms and phrases, or any derivations thereof wherever used in this Agreement, shall for the purpose of this Agreement have the meanings respectively ascribed to them in this Article.

A. "Affiliate Airline" shall mean any (i) contract airline that operates flights under the designator code of the Signatory Airline, as designated in writing by such Signatory Airline from time to time, (ii) party that operates under essentially the same trade name, or uses essentially the same livery, as the Signatory Airline at the Airport, or (iii) party controlling, controlled by, or under common control with the Signatory Airline. Affiliate Airline shall have the rights afforded the Signatory Airline without payment of any additional charges or premiums provided the Signatory Airline (a) remains a Signatory to this Agreement, (b) agrees and shall be obligated to serve as a financial guarantor for all landing fees and related charges incurred by any Affiliate Airline of the Signatory Airline at the Airport, and (c) has executed an Operating Agreement-Affiliate Airline with Lessor. A Signatory Airline and any designated Affiliate Airline shall be counted as one airline for the purposes of computing any Joint Use charges provided the Affiliate Airline has executed an Operating Agreement-Affiliate Airline with Lessor; provided however, that the Signatory Airline shall be responsible for the actions and any and all charges of (including the payment of any activity fees incurred by) any such designated Affiliate Airline while such designated Affiliate Airline operates at the Airport. If an Affiliate Airline operates at Airport without an executed Operating Agreement, the Affiliate Airline will not be considered Signatory for the purposes of payment of rates, fees, and charges.

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B. "Airline" shall mean any Signatory Airline who has executed an Airline Use and Lease Agreement with the Lessor.

C. "Airport" shall mean the Rochester International Airport.

D. "Airport Executive Director" shall mean the Airport Executive Director for the Airport or such other individual designated as having the authority of the Airport Executive Director by the Lessor.

E. "Base Term" shall mean the time period for the initial Agreement.

F. "Fiscal Year" shall mean calendar year, such twelve (12) month period beginning on January 1 of any year and ending on December 31, of the same year.

G. "Force Majeure" shall mean factors or circumstances beyond the reasonable control of that party, whether or not foreseeable, including, but not limited to, strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of God, acts of the public enemy, weather conditions, riots, rebellion, sabotage, war, or terrorism.

H. "Ground Handler" shall mean any employees or contractors, not employees of Airline, who perform ground handling services on behalf of Airline at the Airport. Services include, but are not limited to, the processing of passengers, mail, cargo, de-icing services and other servicing of the aircraft. All Ground Handlers must execute an Operating Agreement- Ground Handler with the Lessor in order to be authorized to perform service at the Airport. Ground Handlers must remain in compliance with the terms and conditions of the Operating Agreement- Ground Handler in order to perform services on behalf of Airline at the Airport. Airline shall be responsible for all actions and obligations of any Ground Handler who continues to operate at the Airport following a cancellation of an Operating Agreement- Ground Handler following cancellation or termination and continues to provide services to the Airline.

I. "Holdover" shall mean the continuation of the Agreement beyond the Base Term and/or the Option Term under the terms and conditions contained in this Agreement on a month to month basis.

J. "Joint Use Formula" shall mean the formula used to prorate the rental charges for the Joint Use Space, if applicable, one hundred percent (100%) based on the total enplanements reported by Airline and its designated Affiliate Airline(s). For purposes of calculation of the Joint Use Formula allocation, Non-Signatory passengers will be included and charged at the Non-Signatory rate. Non-Signatory revenues received will be credited against the Signatory requirement in the Joint Use Space calculation.

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K. "Joint Use Space" shall mean, at any time, the Premises leased and used in common by Airline and one or more other Airlines, as more particularly set forth on Exhibit A, as the same may be amended from time-to-time. Joint Use Space is not anticipated to be considered until the terminal renovation project commences which is expected in 2017.

L. "Landing Fees" shall mean those amounts payable by Airline which shall be calculated with respect to each one thousand (1,000) pounds of Maximum Gross Landing Weight as certified by the FAA, for actual landings of aircraft by type operated by Airline and/or Airline's designated Affiliate Airline(s) at the Airport; provided that Landing Fees shall not be payable when an aircraft returns to the Airport due to adverse weather conditions after take-off from the Airport, mechanical problems, or other emergency or precautionary reasons.

M. "Minimum Standards" shall mean the rules and standards adopted by the Lessor, subject to amendment from time to time, that identify minimum requirements and operating standards for operating aeronautical services on the Airport.

N. "Non-Signatory Airline" shall mean any airline providing commercial air transportation services to the Airport which has not executed an Airline Use and Lease Agreement on the same or similar terms and conditions as are set forth herein. Airport shall cause all Non-Signatory Airlines to be charged one hundred twenty five percent (125%) of all rates, fees, and charges applicable to Signatory Airlines for operating at the Airport.

O. "Operating Agreement- Affiliate Airline" shall mean the Agreement entered into between the Lessor and the Affiliate Airline where contractual terms including, but limited to, the liability, insurance, and indemnification are identified.

P. "Operating Agreement- Ground Handler" shall mean the Agreement between the Lessor and the third party Ground Handler for services provided to Airline and to establish the contractual relationship for which Ground Handler is authorized to occupy the space leased by Airline.

Q. "Operation and Maintenance Costs" for the passenger terminal building shall include costs of providing and maintaining heating; ventilation; air conditioning; floor and ceiling covering, finishes, and maintenance; doors and locks; windows and window coverings; landscaping adjacent to the passenger terminal building; exterior lighting; snow and ice removal of the sidewalks adjacent to the passenger terminal building; garbage collection; janitorial services in common, Joint Use Space, and public spaces; Joint Use Space electricity, if applicable; electrical systems; water and water systems; sewer; general maintenance and supplies; allocated costs associated with communications systems; lighting equipment, and fixtures; utility systems; amortization and/or depreciation of eligible Airport funded improvements; premiums for insurance; utilities furnished by the Airport; management expenses; personnel expenses; general supplies; and other services to which the Airport Executive Director

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shall reasonably agree. The responsibility for providing such services and such maintenance is indicated in Exhibit C, attached and incorporated herein by reference, and the identified parties shall bear the costs thereof in consideration for the payments to be made pursuant to the provisions of Article V hereof. The Airline will at all times maintain its Preferential Use Space in a neat, clean, safe and orderly condition, in keeping with the general decor of the area in which the space is situated, and that it will perform those maintenance or services shown on said Exhibit B as Airline's responsibility at its own cost. Airline shall have primary responsibility to remove snow and ice from the apron area immediately adjacent to the aircraft to create a safe condition for all operations. If aircraft is ground loaded, Airline shall have the responsibility to clear the pathway between the terminal door and aircraft door.

R. "Option Term" shall mean the extension term of the Agreement following the Base Term as called for herein if executed by both parties.

S. "Passenger Facility Charge" or "PFC" shall mean any Passenger Facility Charge which Airport may impose upon passengers enplaning at the Airport pursuant to 14 CFR Part 158, as it may be amended or superseded from time-to-time.

T. "Preferential Use Space" shall mean space identified in Exhibit A, leased by Airline, including all obligations as defined in this Agreement, for which Airline has the priority use over other Airlines

U. "Premises" shall mean Airline's Preferential Use Space and Joint Use Space (if applicable).

V. "Project Costs" mean any and all costs of construction to be paid by the Airport with funds of the Airport for the passenger terminal building, related facilities, improvements and any and all incidental administrative, legal, planning, permitting, and construction management expenses including but not limited to architectural, engineering, project management, soil and foundations exploration, laboratory and field testing of materials and their placement, inspection, reproduction of project documents, insurance premiums and advertisement fees for construction bidding.

W. "Signatory Airline" shall mean any Airline who has executed this Agreement or an Agreement substantially similar in form to this Agreement.

X. "Square Footage Rate" shall mean the rent per square foot that the Lessor calculates and charges to Airline including Operation and Maintenance Costs and any ineligible capital costs attributed to applicable terminal projects for the leasing of Preferential Use Space and Joint Use Space, if applicable.

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Y. "Terminal Renovation Project" shall mean the proposed project that will reallocate the current square footage and consolidate commercial operations in the ticketing, baggage make up, baggage claim, and gate holdroom areas.

ARTICLE II - ROCHESTER AIRPORT COMPANY

It is expressly understood that the City of Rochester has appointed the Rochester Airport Company as its agent to manage and operate the Airport pursuant to the terms of an Airport Operating Agreement dated January 1, 1996 and subsequently extended by Agreement dated December 31, 2005. Until Airline is notified in writing that said Agreement or its extension has been terminated, Airline shall consider the Rochester Airport Company as agent of the City of Rochester for the purposes of this Agreement and Airline shall pay all rentals, fees and charges due Lessor under this Agreement to the Rochester Airport Company. Upon notification to Airline of the termination of said agency, this Agreement shall continue in effect according to its terms except that the Rochester Airport Company shall have no further obligations or rights whatever under this Agreement.

ARTICLE III – PREMISES AND AUTHORIZED USES

Lessor does hereby demise and let unto Airline, and Airline does hereby lease and take from Lessor, certain Premises and facilities, rights, licenses, and privileges on and in connection with the property and improvements of Lessor specified as said Airport, as more particularly hereinafter set forth herein.

The use, in common with others authorized so to do, of the Airport and all appurtenances, facilities, improvements, equipment and services which have been or may hereafter be provided thereat, such use to include without limiting the generality hereof, the following rights, licenses and privileges:

The operation of a transportation system by Airline; the repairing, maintaining, conditioning, servicing, parking or storage of aircraft or other equipment operated by Airline and its designated Affiliate Airline(s); the landing, taking off, parking, loading and unloading of aircraft or other equipment; the right to load and unload persons, property and mail at the Airport by such means of conveyance as Airline may desire, with the right to designate the carriers who shall transport Airline's cargo, express, passengers and their baggage to and from the Airport; the right to install and operate advertising signs in its Preferential Use Space, the general type and design of such signs to be subject to the prior written approval of Lessor's Executive Director; the right to install, maintain and operate radio, communications, meteorological and aerial navigation and such other equipment and facilities in, on and about the Airline's Preferential Use Space herein leased as may be necessary or convenient for Airline's and its operations; and the conduct of any other business or operation reasonably necessary to the proper conduct and operation by Airline

Docusign Envelope ID: B7B7D46F-82B8-4B07-994A-8D51D1265DBB

and its of its air transportation system. The operating, repairing, maintaining, servicing, parking or storage of aircraft, ground service equipment or other equipment owned or operated by Airline, Affiliate Airline(s), or authorized Ground Handler; provided, however, that this Section shall not be intended to require the Lessor to provide hangar space.

The training at the Airport of personnel in the employ, to be employed, or under contract to Airline and the testing of aircraft and equipment owned or operated by the Airline, Affiliate Airline(s), or authorized Ground Handler, it being understood that such training is not to be construed as the right to establish or operate a training school as a separate activity.

The right to sell, exchange, or otherwise dispose of Airline's aircraft, engines, accessories, gasoline, oil, greases, lubricants, fuel, and other equipment or supplies, including any article or goods used by or bought for use by Airline in connection with its conduct of air transportation; provided, that such rights shall not be construed as authorizing the conduct of a separate business by Airline, but shall permit Airline to perform such functions as are incidental to its conduct of air transportation, and further provided that Airline shall not sell gasoline, fuel, propellants, greases and other lubricants except to an Affiliate, or except when the same are at a particular grade or quality not otherwise available at the Airport.

During the Term of this Agreement, Lessor and Airline acknowledge that the Lessor will implement a capital improvement project that will consolidate the current space allocation for passenger airlines into a revised layout that will convert the baggage make up, baggage claim, and gate holdroom space from Preferential Use Space to Joint Use Space. Prior to the Lessor making the space adjustment, the current space allocations will remain and rentals will be charged based on the current square footage occupied as identified in Exhibit A. Upon commencement of the Terminal renovation Project and the consolidation of the Airlines into the revised space allocation, the Preferential Use Space allocation will be revised and Airline charged shall include the Preferential Use Space or Joint Use Space following the Terminal Renovation Project for passenger holdrooms and passenger loading bridges as shown on Exhibit B attached hereto and made a part hereof. Lessor intends to reallocate space in the Terminal Building during the Term of this Agreement and consolidate the ticketing, baggage make up, and baggage claim under the Terminal Renovation Project. At that point the square footage allocation identified in Exhibit B will be adjusted and the baggage make up, baggage claim and gate holdrooms will convert from Preferential Use Space to Joint Use Space and the calculated Square Footage Rate will be charged and allocated according to methodology contained herein. Ticketing, ticketing queuing, and airline office and operations space will be designated as Preferential Use Space and will be charged the applicable Square Footage Rate to each Airline for the space occupied. The Airline has the non-exclusive use, in common with others, of adequate space and facilities adjacent to the Terminal Building consisting of designated ground service equipment staging space and aircraft parking area to permit the efficient taxiing, servicing, loading and unloading of aircraft operated by Airline and Affiliate Airline(s), adequate

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paving, fencing, remote aircraft parking areas, glycol storage areas, and proper lighting for the loading ramps and for other areas adjacent to the Terminal Building and used by passengers. Following the completion of the project, Exhibit B will be updated to reflect the actual square footage associated with the project and a revised Exhibit B will be substituted and made part of this Agreement.

The use, in common with others, of all public space in the Terminal Building including but not limited to vestibules, common circulation hallways, public seating, vertical transportation stairs, escalators, elevators, and public restrooms.

The full and free right of access and ingress to and egress from the premises and facilities leased under this Agreement for all purposes contemplated by this Agreement.

In order to accommodate any construction, remodeling, or improved utilization of the Premises, it is agreed that the Lessor may require the partial or complete relocation of Airline or the partial or complete substitution of other Premises than those demised during any period of construction and only so long as is necessary. In the event of such relocation or substitution, the Lessor will provide as comparable space as similar as possible and as reasonably contiguous to the unaffected Premises as possible. The cost of any such relocation or substitution shall be borne by the Lessor if part of the Terminal Renovation Project sponsored by Lessor. Rental square footage will be adjusted commensurate with the new space occupied and will be verified and adjusted if necessary following completion. There will be no abatement of rent if comparable space is provided during a temporary relocation.

ARTICLE IV – BASE TERM, OPTION, AND HOLDOVER

6/2/17

Subject to earlier termination as hereinafter provided, the Base Term of this lease shall be for a period of three (3) years commencing on January 1, 2016 and terminating at the close of business on December 31, 2018. The parties may mutually agree to extend the Base Term of the Agreement an additional three (3) year Option Term period provided that such agreement is achieved and an extension executed on or before one hundred eighty (180) days prior to the expiration of the Base Term. If the extension is not extended as identified, the Option Term will be cancelled and the Base Term will expire as called for herein. Any such extension under the Option Term shall be under the terms and conditions identified herein and rates, fees, and, charges will be adjusted annually as called for in this Agreement.

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6/30/2017

It is further agreed that, after the Base Term and any executed Option Term expires and if a new Agreement has not been executed or the available Option Term(s) not exercised, this Agreement shall continue in a Holdover condition on a month-to-month basis under the terms and conditions of this Agreement subject to the adjustment of rates and charges at the sole discretion of the

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Lessor. Either party may terminate when in Holdover for convenience with thirty (30) calendar days' notice.

ARTICLE V - RATES, FEES, CHARGES AND PAYMENT TERMS

Airline agrees to pay Lessor for the use of the premises, facilities, rights, licenses, services and privileges granted hereunder, rentals, fees, charges which will be established annually and effective commencing each January 1st through December 31st of each year of the Agreement and the Option Term if executed.

(A) Building Space Rental: Preferential Use and Joint Use Space in the Premises herein leased to the Airline shall be found on Schedule 1 for the current square footage allocation.

1. Square Footage Rate: The cost per square foot for rentable space shall be determined by adding all Operation and Maintenance Costs and applicable capital improvement project costs net of federal or state grants incurred by the Lessor and dividing said sum by the rentable square footage of the Premises.

2. Preferential Use Space: Commencing on June 1, 2017, and subject to adjustment on an annual basis beginning on January 1, 2018 and on January 1 of each year thereafter during the Term of this Agreement and Option Term, if executed, Airline agrees to pay Lessor the Square Footage Rate for the Preferential Use Space in the Premises identified in Schedule 1. The square footage will be adjusted upon commencement of the Terminal Renovation Project which is anticipated to commence approximately January 1, 2017. The estimated square footage is identified on Schedule 1. Upon completion of the project, Schedule 1 will be revised to identify the actual square footage ad a revised Schedule 1 will be substituted into this Agreement.

   Payment for the Preferential Use Space shall be invoiced monthly at a fixed amount by multiplying the annual Square Footage Rate times the amount of Preferential Use Space under lease to Airline resulting in the annual amount required divided by twelve (12) months. Payment is due and payable on the first day of the month for which space is being occupied.

3. Joint Use Space: For the existing terminal layout, it is agreed between the parties that all airlines shall have the right to have access to and to use in common with others the Joint Use Space identified on Exhibit A of this Agreement. This is subject to change during the Base Term of the Agreement based on the Lessor sponsored Terminal Renovation Project. Exhibit B will be amended without the

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requirement of a Lease Amendment provided Lessor advises Airline in writing of changes at least sixty (60) days prior to implementation of square footage changes and classification resulting from the Terminal Renovation Project. Commencing approximately January 1, 2017, and during the remainder of the Base Term of this Agreement, the Option Term if executed, Airline agrees to pay Lessor the Square Footage Rate for the Joint Use Space. The total Joint Use Space rent shall be calculated by multiplying the Square Footage Rate times the number of rentable square feet identified as Joint Use Space identified in Exhibit B. Signatory Airlines (including designated Affiliate Airline(s) who will be considered as one airline for purposes of this calculation) shall pay as a monthly fee on a pro rata basis for Airline's portion of the total Joint Use Space requirement. Each month, the amount due per Signatory Airline will be determined by taking the total monthly requirement and charge Airline for its proportionate share of the cost based on the total number of enplaned passengers reported by Airline and its designated Affiliate Airlines(s). Activity for total enplanements of Airline, designated Affiliate Airline(s), and any ground handled Non-Signatory airlines shall be reported to Lessor monthly on or before the tenth (10^{th}) day following the end of the month to which the activity is experienced.

Payment for the Joint Use Space for Airline and its Affiliate Airline(s) shall be made by the end of the month for which the charges are calculated and invoiced.

(B) Landing Fees

Commencing June 1, 2017 and subject to adjustment on an annual basis beginning on January 1, 2018 and on January 1 of each year thereafter during the Base Term of this Agreement, the Option Term if executed, Airline agrees to pay Lessor a landing fee for each one thousand pound units of certified maximum gross landed weight by aircraft type for all scheduled revenue flight arrivals of Airline and its designated Affiliate Airline(s) during each month as well as any diverted aircraft (aircraft that are scheduled to land at another airport but land at RST for unexpected reasons) for Airline that lands at the Airport. The Landing Fee shall be calculated by adding all direct and indirect costs associated with maintaining the runway, taxiways, and aircraft parking areas including, but not limited to; capital improvements less federal and state grants; utilities; snow removal; painting; maintenance and repairs; grounds maintenance; and all other costs associated maintaining the airfield: equipment; rentals; labor; fire-fighting and rescue service charges; and police charges, and dividing said sum by the total certified maximum gross landed weight by aircraft type for all scheduled and Non-Signatory landings.

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The Landing Fee charges shall not apply to courtesy, medical emergency, and other non-revenue ferry flights landing at the Airport by Airline and designated Affiliate Airline(s). The term "certified maximum gross landed weight" shall mean, for the purposes of this Agreement, the maximum gross landed weight approved by the Federal Aviation Administration for landing such aircraft type at the Airport. The landing fee will be adjusted annually in accordance with the terms and conditions of this Agreement following consultation with Airline.

For any training flights operated at the Airport, Airline agrees to pay Lessor one-half of the then applicable Landing Fee multiplied by the certified maximum gross landed weight. Airline shall report on a monthly basis all arrivals of Non-Signatory Airline aircraft handled by Airline ground handler and/or using Airline Leased Premises with the landing fee report. Lessor shall be responsible for collecting all applicable fees from the Non-Signatory Airline.

Airline shall submit a report on a form provided by the Lessor by the tenth (10^{th}) of the month following service a complete listing of all scheduled arrivals for Airline, designated Affiliate Airline(s), and any Non-Signatory Airlines handled by Airline. Payment for all landing fees for Airline and designated Affiliate Airlines will be due and payable by the end of month in which the Landing Fees are invoiced. Lessor shall collect landing fees from Non-Signatory Airlines directly.

In the event that the established Landing Fee is projected to vary by ten percent (10%) or more based on the landed weight and/or expenses attributed to the airfield, Lessor reserves the right to adjust the Landing Fee effective July 1 of each year of the Base Term, or Option Term if executed. Lessor will review the financial information as of June 1^{st} of each year and advise Airline of the need to modify the Landing Fee by June 15^{th}. Lessor will use its best efforts to organize a consultation with Airline prior to implementation on July 1^{st}.

Following the completion of the annual audit and approval of the audit by the Lessor, the Lessor may reconcile the actual results of the year against the current Landing Fee rate charged to the Airline for Landing Fees. Any overpayment by Airline as compared to the actual requirement of the current Landing Fee rate will be credited to Airline. All open invoices for the Airline to which the credit is issued will be applied against the Airline until such time the credit is fully applied. For underpayment by Airline as compared to the actual requirement, an invoice will be issued and the amount due and payable within thirty (30) days of the invoice date.

(C) Remote Aircraft Parking Fees

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For all aircraft parked in locations other than the designated gate parking positions, Airline shall pay to the Lessor a fee which will be established annually for the parking of aircraft for up to twelve (12) hour increments. Airline shall coordinate with the Executive Director, or designee, for the location of any such parking requirement.

All remote parking uses will be reported at the end of each month and included in the landing fee report on a form provided by the Lessor. Payment for all remote parking fees will be due and payable by the end of the month in which the remote parking uses are invoiced.

(D) Badging Fees

Airline shall pay to the Lessor a fee for all security badges issued to Airline and/or Airline Ground Handler for employees or contractors operating at the Airport. The cost of the badges will be established annually and subject to change. The cost may include the direct and indirect cost of background checks and issuance costs associated with the badges. Payment for badging fees shall be due and payable within thirty (30) calendar days of the invoice date. All badges must be returned to Lessor at the termination of employment of any badge holder.

(E) Taxes and Assessment - Airline shall be solely responsible paying all taxes, assessments, license fees and other governmental charges, if any, that may be validly levied, assessed or imposed upon that portion of the Preferential and Joint Use Space which Airline has preferential or joint use of including the buildings and improvements, or upon that portion of the leasehold which Airline has the preferential or joint use of. Airline shall not be considered in default for failure to pay such taxes, assessments or fees during such period as there is pending a legal proceeding to contest the validity or the amount of such tax or fee.

Airline shall have the right to contest in good faith the validity or amount of any tax, assessment, license fee, excise fee or other charge which it is responsible to pay under this Section and during such period of contest, no event of default shall exist by reason of the failure of Airline to pay such tax, assessment, fee or charge unless such failure shall have a negative effect upon the property or rights of Lessor, in which event Airline agrees to promptly pay the same upon notice of Lessor of said effect.

(F) Airline agrees to keep and maintain a complete set of financial books and records, kept according to accepted accounting practices at the Airport or shall make such records available within five (5) business days upon demand from the Lessor. Airline agrees to make those portions of said books and records reasonably

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necessary to determine the accuracy and validity of the reports referred to in Article IV to the Lessor and its representatives for inspection and review during normal business hours during the term of this Agreement and for three (3) years thereafter.

ARTICLE VI - AIRLINE'S PURCHASE OF OTHER SUPPLIES AND SERVICES

Airline shall have the full right of purchasing or supplying at the Airport its requirements of gasoline, fuel, lubricating oil, grease or any other materials or supplies from any person or company of its choice. Airline shall have the right to provide Ground Handling services with its own employees or to select a third party Ground Handler to operate out of the Premises leased by Airline provided the Ground Handler has been licensed to operate at the airport and has obtained a license to operate prior to the commencement of service. Regardless of the source of the Ground Handling services, Airline shall be responsible for the condition of the leased Premises and for compliance with the terms and conditions of this Agreement.

In the event that Airline wishes to purchase food, beverages or other supplies used in connection with the serving of meals, snacks, or beverages for distribution to passengers on the Premises from a supplier other than a supplier under a concession contract with Lessor, Airline expressly agrees that such an agreement shall require Airline to pay to the Lessor, in addition to other rents, fees and charges, a fee equal to the concession fee which would have been paid to the Lessor by the supplier under contract with Lessor. Lessor will grant an exception to this requirement in the event that the Lessor's designated concessionaire is not able to provide the quantity of food required in a reasonable timeframe to achieve a high level of customer service. Airline shall advise the Executive Director or designee in the event such a condition occurs.

ARTICLE VII - ENVIRONMENTAL LIABILITY

It is specifically agreed between the parties that Airline shall be responsible in all respects for Airline's use of, or Airline's generation of, or release or threatened release of any petroleum based substance or product, or any volatile organic compound, or any substance classified as a pollutant, contaminant, toxic or dangerous substance, solid waste or a "hazardous waste" by either the United States Environmental Protection Agency or the Minnesota Pollution Control Agency. Airline shall specifically be responsible for the disposition of all such waste or substances and for the environmental response activities and response costs, monitoring, or cleanup of any environmental condition deemed by those agencies, or either of them, to require environmental response, monitoring or cleanup activities of any kind whatsoever which arise out of Airline's use of, or generation of, such substances in its operations at the Airport. Airline specifically agrees that the obligations apply specifically to any costs or obligations of the Lessor or City arising out of such response, disposition and/or clean up, except in each case to the extent caused by the negligence or willful misconduct of Lessor or its officers, directors, agents or

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employees. The provisions of this Article shall survive the expiration, termination or early cancellation of this Agreement.

Airline, its contractors, employees, agents and invitees, shall familiarize themselves with and follow all applicable requirements of the Lessor's Spill Prevention Control and Countermeasure ("SPCC") Plans and Stormwater Pollution Prevention Plans ("SWPPPs") in connection with their use, storage, withdrawal, handling, consumption and transportation of all such materials, and shall otherwise use, store, withdraw, handle, consume and transport all such materials in compliance with all applicable laws, including, without limitation, those relating to protection of human health, worker safety and the environment.

ARTICLE VIII – LESSOR RESPONSIBILITIES

Lessor agrees to maintain and operate with adequate and efficient personnel and to keep in good repair the Airport and Terminal Building and the appurtenances, facilities and services now or hereafter connected therewith, and to keep the Airport free from obstructions for the safe, convenient and proper use thereof by Airline, and to maintain and operate the Airport in accordance with all rules and regulations of any governmental agency having jurisdiction thereof.

Lessor agrees to keep the public space in the Terminal Building in good condition, and to provide and supply adequate heat, light, electricity, and water for the public space and to provide and supply adequate heat and water for the Airline's Preferential Use Space and Joint Use Space in common with other airlines.

Lessor agrees to maintain the building in compliance with the maintenance matrix attached in Exhibit __ for the period when the space is Preferential Use Space and according to Exhibit __-1 for the period when there is a combination of Joint Use Space and Preferential Use Space.

ARTICLE IX –AIRLINE RESPONSIBILITIES

A. Airline covenants and agrees that it shall be diligent in the prosecution of its business in the Premises and do all things reasonably necessary and advisable to serve the traveling public adequately and fairly in all fields of aviation activities engaged in by Airline or its designated Affiliate Airline(s), and to conduct its business in such a manner as will not cause Lessor loss or damages and will furnish prompt and efficient service as shall be adequate to meet the demands for its aviation activities at the Airport.

B. Airline agrees at its own cost and expense to keep and maintain that portion of the Premises which Airline has preferential use of, in a neat, clean, and respectable condition, including the cost of trash removal, decorating, and repairs, except for repairs to the structural side walls and roof of such leased premises. Airline also agrees to pay for all

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electricity consumed on that portion of the Premises in which Airline exceeds normal consumption use and the utility is separately metered or a reasonable incremental estimate for the projected usage above the customary usage is defined.

C. Airline agrees to keep the Preferential Use Premises in a clean, neat, and orderly condition in accordance with the responsibilities identified in Exhibit C (maintenance matrix) and in compliance with all laws and codes applicable to the Leased Premises including the Rochester International Airport rules and regulations. Minimum Standards, and all State and Federal environmental laws and regulations. Airline agrees to perform all janitorial services and general maintenance in the Preferential Use Premises and agrees to make no attachment to, change of, or redecoration or modification in said Premises without the prior written consent of the Executive Director. In the event that Airline shall fail to so maintain any portion of said Preferential Use Premises, Lessor shall have the right, but not the obligation, to itself perform or have performed said maintenance after twenty (20) days advance written notice of such intent to perform such maintenance whereupon Lessor may collect the entire charge therefor, and Airline shall pay such amount plus a fifteen percent (15%) administrative fee to Lessor immediately upon demand therefor.

D. Airline covenants that it will not do or permit to be done any act which:

1. Will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereof; or

2. Will increase the rate of any fire insurance on the Airport or any part thereof or upon the contents of any building thereof; or

3. In the opinion of the Lessor, will constitute a hazardous condition so as to increase the risks normally attendant upon the operations contemplated by this Agreement.

If, by any reason of the Airline's failing to comply with the provisions of this Section, any fire insurance rate on the Airport or any part thereof or upon the contents of any building thereof, at any time, be higher than it otherwise would be, then the Airline shall, upon demand, directly reimburse the Lessor for that part of all fire insurance premiums paid or payable by the Lessor which shall have been charged because of such identified risks taken by the Airline.

E. Airline shall not create or permit any mortgage, encumbrance or lien or allow any mechanics' or materialmen's liens to be filed or established or to remain against the Premises, or any part thereof, provided that if Airline shall first notify Lessor of its

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intention to do so and post such security as Lessor reasonably deems necessary, Airline may, in good faith, contest any such mechanics' or other liens filed or established as long as Lessor does not deem its interest or rights in this Agreement to be subject to foreclosure by reason of such contest.

ARTICLE X – NONDISCRIMINATION

Airline, for itself and its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, or national origin, shall be excluded from participating in, denied the benefit of, or be otherwise subjected to discrimination in the use of said facilities, that in the construction of any improvements and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and the Airline shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-Title A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended.

Lessor has agreed with the United States of America to include the above provision in any agreement pursuant to which any person or firm other than Lessor operate or has the right to operate any Airport facility or to furnish any service on said Airport, and has also agreed to comply itself with said provision and to assist in its enforcement with respect to the Airport tenants and users. By reason of the foregoing, Lessor will take such action or actions as the Government may lawfully direct as a means of enforcing compliance by Airline, including but not limited to, termination of this Agreement.

ARTICLE XI - RULES AND REGULATIONS

Airline covenants and agrees to observe and obey all reasonable and lawful rules and regulations (not in conflict with the provisions hereof) which may from time to time during the term hereof be promulgated and enforced by the City's Common Council for operation at the Airport.

Airline and its contractors, employees, agents and invitees shall comply with all federal, state, and local laws, regulations, orders, and guidance applicable to them, their operations at and their use of the Airport, including without limitation, those relating to safety, security, aviation, communications, transportation, and environmental matters. Airline and its contractors, employees, agents and invitees shall further conduct their operations and activities at the Airport using reasonable care and in a manner consistent with the best business practices of the airline industry. All storage, handling, transport and use of hazardous by Airline or its contractors, employees, agents or invitees, shall strictly comply with the requirements of Lessor's SWPPP

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and SPCC Plans and any amendments thereto. The presence of Lessor's SWPPP, SPCC Plan or other environmental plans or permits shall not excuse or relieve Airline of any legal obligation to obtain its own permits and compliance plans and programs covering the operations, activities, facilities and materials involving itself, its contractors, employees, agents and invitees.

ARTICLE XII – LESSOR'S RIGHTS UNDER DEFAULT

A. If at any time Airline shall be in default, as defined in this Article, with regard to the requirements of this Agreement, it shall be lawful for the Lessor, and the Lessor may at any time thereafter:

1. Immediately, or at any time thereafter without further notice to Airline, re-enter into or upon the Premises under this Agreement or any part thereof and take possession of the same fully and absolutely without such re-entry working a forfeiture of the rentals, fees, and charges to be paid and of the covenants, terms and conditions to be performed by Airline for the full term of this Agreement, and in the event of such re-entry, the Lessor may proceed with the collection of rentals, fees, and charges to be paid under this Agreement or to recover properly measured damages;

2. Lessor may at its election terminate this Agreement upon written notice in the manner hereinafter provided and re-enter upon said Premises as of its former estate therein, and the Airline covenants in case of such termination to indemnify the Lessor against all loss of rentals, fees, and charges which the Lessor has suffered or paid by reason of such termination, during the remainder of the term of this Agreement;

3. The Lessor shall further have all other rights and remedies at law or in equity including injunctive relief, or summary proceedings for unlawful detainer, and any or all legal remedies, actions and proceedings and all such remedies shall be cumulative.

B. "Default" shall be defined when any of the following circumstances exist:

1. If the Airline has failed to pay rentals, fees, and charges when due hereunder and such failure to pay shall continue for ten (l0) calendar days after written notice in the manner hereinafter provided.

2. Failure to provide and/or maintain the insurance coverages required herein following written notice and a forty eight (48) hour cure period.

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3. If the Airline fails in the observance or performance of any of the other terms, covenants and conditions of this Agreement and such failure shall continue for thirty (30) days after Lessor has given Airline written notice, or the Airline shall have failed to commence the corrective action of such failure within thirty (30) days after such notice and to diligently prosecute the same where the same cannot be completed within thirty (30), or

4. If a petition to reorganize the Airline or for its arrangement of its unsecured debts shall be filed, or

5. If the Airline shall be adjudicated bankrupt, or

6. If a receiver or trustee of the Airline's property shall be appointed by any court, or

7. If the Airline shall make a general assignment for the benefit of creditors, or

8. If all of the interest of the Airline in its property shall be taken by garnishment, attachment, execution or other process of law, or

9. If the Leased Premises shall be deserted or vacated.

C. In the event Lessor shall prevail in any action or suit or proceeding brought by Lessor to collect the rentals, fees, charges, or taxes due or to become due hereunder or any portion thereof, or to take possession of the Premises, or to enforce compliance with this Agreement or for failure to observe any of the covenants of this Agreement, Airline agrees to pay Lessor such sums as the court may adjudge reasonable as attorneys' fees and costs to be allowed in such action, suit or proceeding.

ARTICLE XIII – TERMINATION BY AIRLINE

A. Airline may terminate this Agreement prior to the end of its term, or any extension thereof, for either of the following reasons:

1. Failure of Lessor to substantially perform its obligations hereunder, if such failure shall continue for thirty (30) days after Airline has given Lessor written notice or the Lessor shall fail to commence the corrective action of such failure within thirty (30) days after such notice and to diligently prosecute the same where the same cannot be completed within thirty (30) days.

2. If the Lessor shall commit any act or engage in any activity that prevents the Airline from materially conducting its business as provided under the terms of this

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Agreement for a period of sixty (60) days without the consent of Airline and after Airline has given notice to the Lessor as provided for herein. This shall not apply if the activity is related to runway or terminal repairs or remodeling and such activity has been communicated and coordinated in good faith with Airline

B. In lieu of termination of this Agreement by the Airline for cause under the provisions of Article XIII above, the parties may mutually agree in writing to declare a moratorium on rentals, fees, and charges provided hereunder to the Lessor during substantive interruptions of Airline's operations commensurate to the level of impact, and in such event the term of this Agreement shall be extended for the period of such interruption, or interruptions, and the moratorium on any payments hereunder by Airline shall continue until Airline's operations have been substantially restored.

ARTICLE XIV - WAIVER OF BREACH

Lessor may, in its discretion, waive default by Airline hereunder and its consequences; provided, however, that no action or inaction by Lessor shall be deemed a waiver of any of Lessor's rights or remedies unless Lessor specifically agrees in writing that such action or inaction shall constitute a waiver of its rights or remedies. Any waiver shall only apply to the particular instance for which it was agreed. No failure by Lessor in exercising any right or remedy hereunder or afforded by law shall be a waiver of or preclude the exercise of any right or remedy hereunder or provided by law, whether on such occasion or any future occasion, nor shall such delay be construed to be a waiver of any default or acquiescence thereto. The exercise or the beginning of the exercise of one right or remedy shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

ARTICLE XV - COVENANT NOT TO GRANT MORE FAVORABLE TERMS

In the event Lessor shall enter into any lease, contract or agreement with any other scheduled certificated passenger air transport operator, with respect to the Airport, containing more favorable terms than this Agreement, or shall grant to any other scheduled certificated air transport passenger operator rights or privileges with respect thereto which are not accorded to Airline hereunder, then the same rights, privileges and more favorable terms shall be concurrently and automatically made available to Airline. This provision does not apply to air service incentives which are provided in accordance with the Federal Aviation Administration Air Carrier Incentive Program Guidebook: A Reference for Airport Sponsors as may be amended from time to time. Any such incentive program will be adopted by the Lessor prior to the offer to any airline.

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ARTICLE XVI - ASSIGNMENT OF LEASE

Airline shall not at any time assign this lease or any part thereof without the consent in writing of Lessor, provided that the foregoing shall not prevent the assignment of this lease to any corporation with which Airline may merge or consolidate or which may succeed to the business or assets of Airline or a substantial part thereof.

ARTICLE XVII - REAL PROPERTY UPON TERMINATION

Upon the expiration or other Termination as provided for in this Agreement, Airline's authority to use the Premises, facilities, and Lessor provided equipment and rights herein granted shall cease and Airline shall, upon termination or expiration, promptly and in good condition, normal wear and tear excepted, surrender the same to the Lessor. In the event that Airline has in any way changed, altered or modified the Preferential Use Space, Airline covenants to return the same to the condition they were in at the time of allocation by the Lessor, normal wear and tear excepted, or, in the alternative, to pay Lessor for the cost of returning them to said condition; provided, however, that at the time Airline requests and receives written permission to make a modification in the Preferential Use Space, it may request Lessor to waive this requirement, and if at that time granted, said requirement shall be waived upon termination. Any fixtures or equipment provided by Airline not a part of the realty shall be removed therefrom within ten (10) days after the termination or expiration of this Agreement or the same shall be deemed to have been abandoned to the Lessor and the right of the Airline to possession thereof shall cease.

ARTICLE XVIII – INDEMNIFICATION

A. Airline shall indemnify, save, hold harmless, and defend Lessor, their officials, agents, contractors, and employees, successors and assigns, individually or collectively, from and against any claim including a claim for contribution or indemnity, action, loss, damage, injury, liability, and the cost and expense of whatsoever kind or nature (including, but not limited to, reasonable attorneys' fees, disbursements, court costs, and expert fees) based upon injury to persons, including death, or damage to property arising out of, resulting from, in conjunction with or incident to Airline's operation of its business and/or performance of its obligations under this Agreement or use and/or occupancy of the Premises or of the Airport, except in each case to the extent caused by the negligence or willful misconduct of Lessor or its officers, directors, agents or employees, and on ten (10) days' written notice from the Lessor, the Airline will appear and defend all claims and lawsuits against the Lessor growing out of any such injury or damage.

B. Airline shall indemnify, save, hold harmless, and defend Lessor, their officials, agents, contractors, and employees, successors and assigns, individually or collectively, from and against any claim including a claim for contribution or indemnity, action, loss, damage,

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injury, liability, and the cost and expense of whatsoever kind or nature (including, but not limited to, reasonable attorneys' fees, disbursements, court costs, and expert fees) and any fines in any way arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, or regulations, including rules or regulations of the Lessor now in effect or hereafter promulgated, by Airline, its agents, employees, or successors and assigns in conjunction with or incident to Airline's operation of its business and/or performance of its obligations under this Agreement or use and/or occupancy of the Premises or of the Airport, except in each case to the extent caused by the negligence or willful misconduct of Lessor or its officers, directors, agents or employees, and on ten (10) days' written notice from the Lessor, the Airline will appear and defend all claims and lawsuits against the Lessor growing out of any such injury or damage.

C. The provisions of this Section shall survive the expiration, termination, or early cancellation of this Agreement.

ARTICLE XIX – INSURANCE

Airline shall, at its expense, maintain insurance in full force and effect during the term of this Agreement in such amounts as to meet the minimum limits of liability specified below.

1. Comprehensive General Liability and Airline Liability with limits no less than $250,000,000 combined single limit per occurrence and in the annual aggregate with respect to products/completed operations liability, including but not limited to, aircraft liability, bodily injury and property damage, passenger legal liability, airport premises and products/completed operations liability, baggage and cargo liability, hull insurance, contractual liability, independent contractors liability, owned and non-owned aircraft and mobile equipment liability. Personal injury and advertising liability can be limited to $25,000,000 each offense/aggregate.

2. Business Automobile Liability with limits no less than $10,000,000 each occurrence including owned and/or leased automobile liability and non-owned and hired automobile liability.

3. Fire Legal Liability with limits no less than $1,000,000 each occurrence.

4. Workers' Compensation Coverage in statutory amounts with "all states" endorsement including Employer's Liability Insurance in limits of $1,000,000 per employee.

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B. All insurance required in this Article shall be taken out and maintained with responsible insurance companies that are authorized to do business in the United States and to pay claims in the State of Minnesota and with companies or underwriters satisfactory to the Lessor.

C. Lessor shall be named as additional insureds on each of the policies above except the Workers' Compensation policy and fire legal liability. Additionally, the Aircraft Physical Damage coverage must include a waiver of subrogation in favor of the Lessor and the City.

D. All insurance policies required above shall be primary and shall not require contribution from any coverage maintained by Lessor and/or the City.

E. Certificates showing that Airline is carrying the above-described insurance in the specified amounts shall be furnished to the Lessor prior to the execution of this Agreement, and a certificate showing continued maintenance of such insurance shall be filed with Lessor during the term of this Agreement. Failure of Airline to provide the required certificates of insurance does not invalidate or eliminate any of the insurance requirements contained herein or relieve Airline from any responsibility to carry the required types and amounts of insurance.

F. The certificates shall provide that the policies shall not be canceled during the life of this Agreement without at least thirty (30) days advanced notice being given to the Lessor. Failure to give such notice to Lessor will render any such cancellation in said policy or coverages ineffective as against Lessor and City.

G. The use of an "ACORD" form as a certificate of insurance shall be accompanied by two forms - 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) - or equivalent, as approved by the Lessor.

H. Lessor does not represent or guarantee that these types or limits of coverage are adequate to protect the Airline's interests and liabilities. It shall be the obligation and responsibility of Airline to insure, as it deems prudent, its own personal property, against damage. Lessor does not have insurance coverage for Airline's property and Lessor expressly disclaims any and all liability for any and all losses, damage and/or claims to aircraft and/or vehicles and/or personal possessions of Airline.

I. Lessor, City, and Airline hereby mutually waive any and all rights of recovery against the other party arising out of damage or destruction of the buildings, Airline's leased Premises, or any other property from causes included under any property insurance policies to the extent such damage or destruction is covered by the proceeds of such

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policies and whether or not such damage or destruction shall have been caused by the parties, their officers, employees or agents, but only to the extent that the insurance policies then in force permit such waiver. All policies of insurance shall contain, to the extent available, this waiver of subrogation provision and the cost of such provision shall be borne by the primary insured. The aircraft physical damage coverage must include a waiver of subrogation in favor of the Lessor and City except to the extent any loss or damage is caused by the negligence or willful misconduct of the Lessor and/or City.

ARTICLE XX - QUIET ENJOYMENT

Lessor agrees that, on payment of the fees and performance of the covenants and agreements on the part of the Airline to be performed hereunder, Airline shall peaceably hold and enjoy the leased premises and all the rights and privileges of the Airport, its appurtenances and facilities, granted herein.

ARTICLE XXI – NOTICES

Notices provided for herein shall be sufficient if sent by registered mail or via courier, addressed in the case of Lessor to:

Rochester Airport Company
Rochester International Airport
Attn: Executive Director
7600 Helgerson Drive SW
Rochester, Minnesota 55902

and in the case of Airline to:

United Airlines, Inc.
Attn: Corporate Real Estate
233 South Wacker 11th Floor HDQOU
Chicago, IL 60606

And a copy to the City Administrator

City of Rochester
City Administrator
201 4th Street SE
Rochester, MN 55904

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Both parties agree to other substitute or add other respective addresses as the parties may designate in writing from time to time. Notices sent electronically will **not** be considered an authorized form of notice.

ARTICLE XXII - PRIOR AGREEMENTS

Any and all agreements between the parties hereto prior to this Agreement are hereby canceled.

ARTICLE XXIII - SEVERABILITY

In the event any provision of this Agreement shall be deemed invalid or unenforceable, the remaining provisions shall continue in force and effect and shall be binding upon the parties to this Agreement.

ARTICLE XXIV - MODIFICATION OF THE AGREEMENT

Any of the terms of this Agreement may be changed upon the mutual consent of the Lessor and the Airline, but to be valid any such changes must be in writing, dated, and must be executed with the same formalities as this Agreement. In the event that any provision of this Agreement is determined to violate any local, state, or federal rule or regulation or is deemed to cause a violation of any rate covenants, the Agreement shall be modified upon consultation with Airline to cause such violation to be compliant with such provision and an amendment will be executed on a timely basis to incorporate the required changes.

ARTICLE XXV - NONWAIVER OF LIABILITY

Nothing in this Agreement constitutes a waiver by the Lessor or the City of any statutory or common law defenses, immunities, or limits on liability. The liability of the Lessor and the City shall be governed by the provisions of the Minnesota Municipal Liability Tort Act, Minn. Stat. 466.04.

ARTICLE XXVI - LAWS OF MINNESOTA SHALL GOVERN

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Minnesota without giving effect to the privileges of conflict of laws. The appropriate venue and jurisdiction for any state court litigation hereunder shall be in a court located in Olmstead County Minnesota. However, litigation in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota, and all parties to this Agreement waive any objections to the jurisdiction of these courts, whether based on convenience or otherwise

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ARTICLE XXVII - ENTIRE AGREEMENT

This Agreement, including Schedules 1 and 2 and Exhibits 1 through 3 constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter hereto. There are no representations, warranties, or stipulations either oral or written not herein contained.

ARTICLE XXVIII – CONCURRENCE

By executing this Agreement, the parties acknowledge that they: (a) enter into and execute this Agreement knowingly, voluntarily and willingly of their own volition with such consultation with legal counsel as they deem appropriate; (b) have had a sufficient amount of time to consider this Agreement's terms and conditions, and to consult an attorney before signing this Agreement; (c) have read this Agreement, understand all of its terms, appreciate the significance of those terms and have made the decision to accept them as stated herein; and (d) have not relied upon any representation or statement not set forth herein.

Remainder of page left blank intentionally

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

LESSOR:

CITY OF ROCHESTER

ATTEST:

By _____
Its _____
Mayor
Its _____
City Clerk

APPROVED AS TO FORM
and EXECUTION
_____
Rochester City Attorney

AND

ROCHESTER AIRPORT COMPANY

ATTEST:

_____
Finance Manager

By _____ 6/2/17
Its Executive Director

By _____

Its _____

UNITED AIRLINES, INC.:

ATTEST:

_____
Lease Admin.-CRE

By _____
Peter Froehlich
Its Managing Director
Airport Affairs

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SCHEDULE 1- EXISTING SQUARE FOOTAGE

Preferential Use Space	Square Footage
Ticket Counter	650 SF
Office Space	259 SF
Operations Space	563 SF
Total	1,471 SF

Joint Use Space*	Square Footage
Holdrooms, Baggage Make-Up*	24,323 SF
Covered Storage (split 50/50)	596 SF

*(Allocated based 100% on enplanements)

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CERTIFICATE
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That I, Jennifer L. Kraft, am Vice President, Deputy General Counsel and Corporate Secretary of United Airlines, Inc. a corporation organized and existing in good standing under the laws of the State of Delaware, hereinafter referred to as the "Corporation"; and

2. That, pursuant to the Corporation's corporate matrix establishing signatory authority for the Corporation, Peter Froehlich, a Managing Director - Airport Affairs, Corporate Real Estate of the Corporation, are hereby authorized and instructed to execute Rochester Airline Use and Lease Agreement on behalf of the Corporation, a copy of which is attached hereto.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 27th day of June 2017.

Jennifer L. Kraft.

Jennifer L. Kraft,
Vice President, Deputy General Counsel &
Corporate Secretary

Corporate Seal

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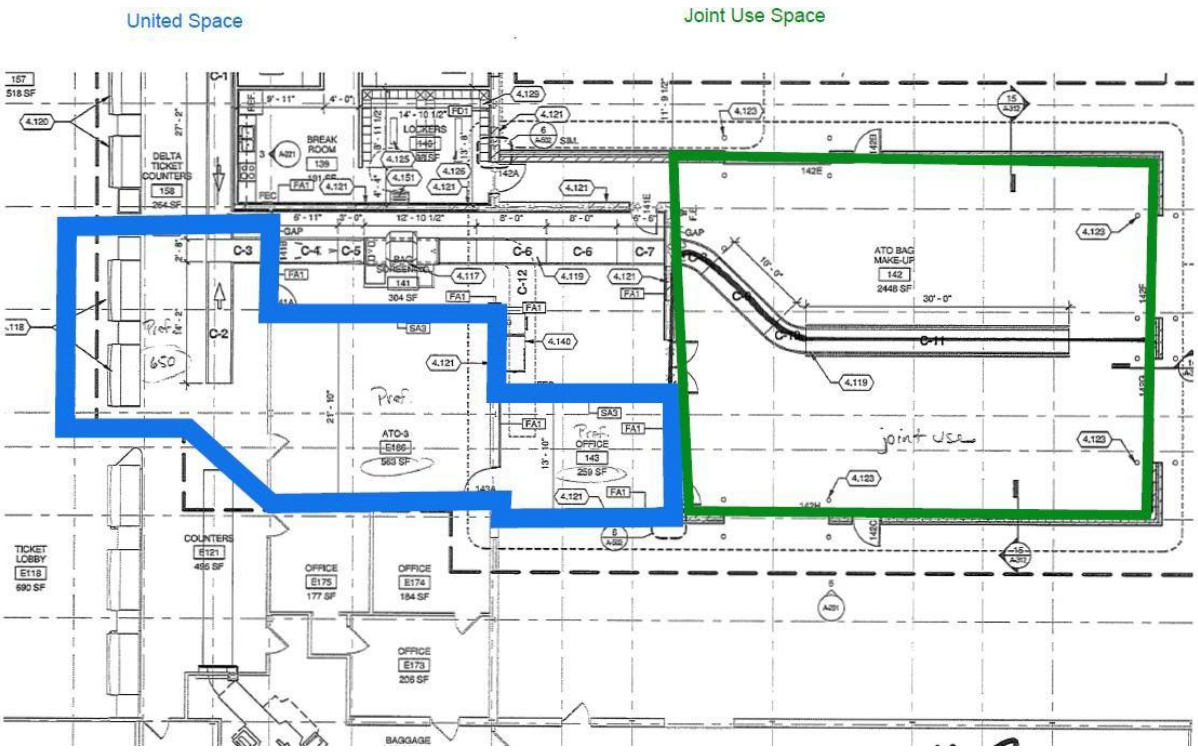
EXHIBIT B

AIRLINE PREMISES

Preferential Use Space	Square Footage
Ticketing	650
Office Space	259
Operations Space	563
Total Preferential Square Feet	1,472
Covered Storage (split 50/50; each airline 596)	596
Total Preferential and Covered Storage	**2,068**

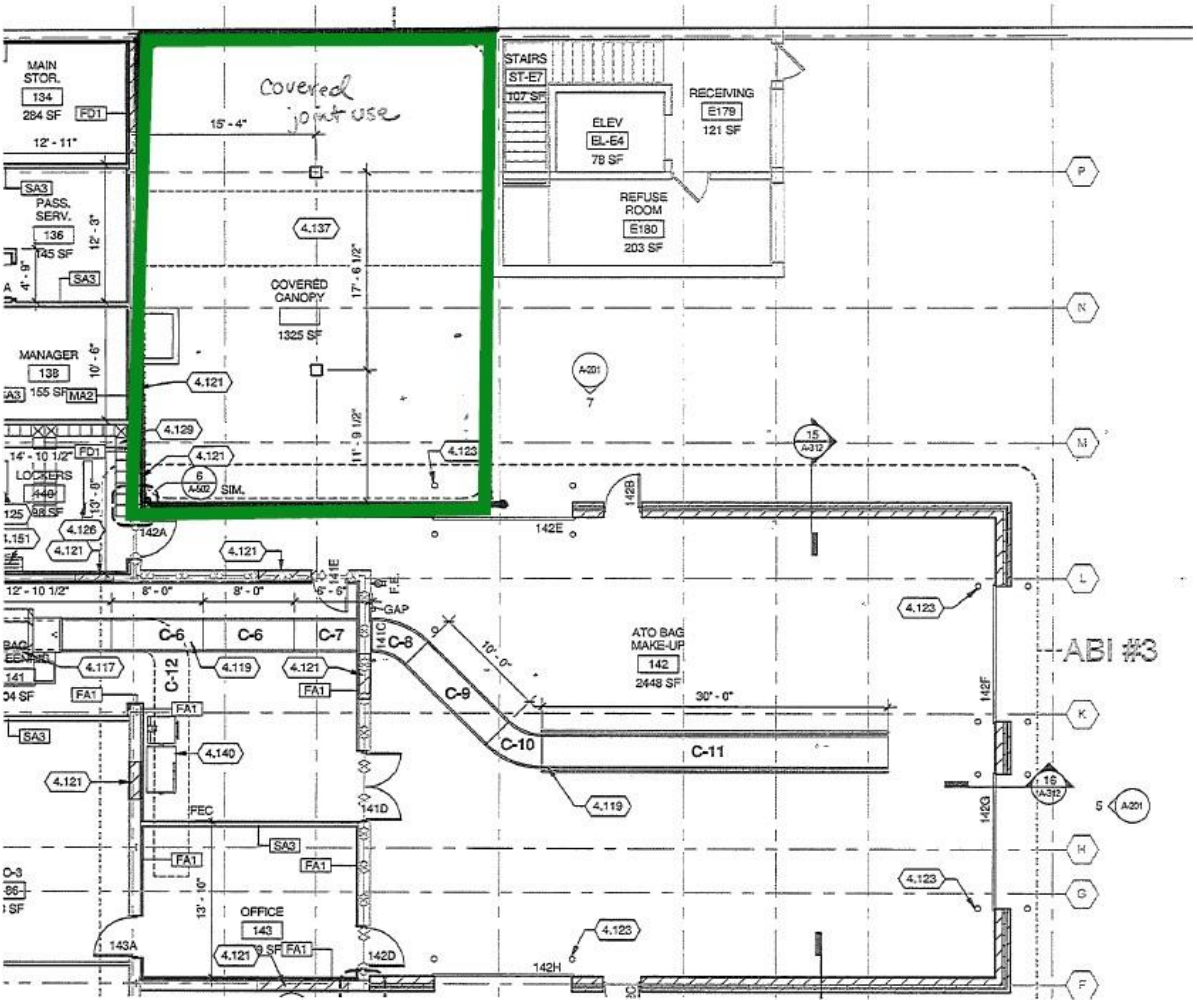
Joint Use Space *	Square Footage
Baggage Claim	7,666
Holdrooms/Passenger Waiting	13,291
Total Joint Use Space	**20,957**

*Allocated based on enplanements



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Outside Covered Space
Shared with 1 other airline



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EXHIBIT C

FEDERALLY REQUIRED PROVISIONS

A. Compliance with Nondiscrimination Provisions. During the performance of this Agreement, AIRLINE, for itself, its assignees, and successors in interest (hereinafter collectively referred to as "LESSEE" and the Company and City collectively referred to as "LESSOR") agrees as follows:

1. **Compliance with Regulations:** LESSEE will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. **Non-discrimination:** LESSEE, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of contractors, including procurements of materials and leases of equipment. LESSEE will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21 including amendments thereto.

3. **Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by LESSEE for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by LESSEE of LESSEE's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** LESSEE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of LESSEE is in the exclusive possession of another who fails or refuses to furnish the information, LESSEE will so certify to LESSOR or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of LESSEE's noncompliance with the Non-discrimination provisions of this contract, LESSOR will impose such sanctions as it or the Federal Aviation Administration may determine to be

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appropriate, including, but not limited to withholding payments to the LESSEE under the Agreement until the LESSEE complies, and/or cancelling, terminating, or suspending the Agreement, in whole or in part.

6. **Incorporation of Provisions:** LESSEE will include the provisions of paragraphs one through six of this Exhibit D, Section (A) in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. LESSEE will take action with respect to any contract or procurement as LESSOR or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if LESSEE becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, LESSEE may request LESSOR to enter into any litigation to protect the interests of LESSOR. In addition, LESSEE may request the United States to enter into the litigation to protect the interests of the United States.

B. Real Property Acquired or Improved Under the Airport Improvement Program. LESSEE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, LESSEE will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program. LESSEE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that LESSEE will furnish its services in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, LESSEE, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

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- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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E. General Civil Rights Provision. In all its activities within the scope of its airport program, the LESSEE agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the LESSEE transfers its obligation to another, the transferee is obligated in the same manner as the LESSEE. The above provision obligates the LESSEE for the period during which the property is owned, used or possessed by the LESSEE and the airport remains obligated to the Federal Aviation Administration.

F. Right of Re-entry. In the event of breach of any of the above Nondiscrimination covenants, LESSOR will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

G. Subcontracts. LESSEE agrees that it shall insert the above six provisions (Section (A) through Section (F)) in any agreement by which LESSEE grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Master Services Agreement with Mead & Hunt for Professional On-Call Airport Consulting Services for the Rochester International Airport (RST)

MEETING DATE:
March 16, 2026

ORIGINATING DEPT:
Airport

AGENDA SECTION:
Consent Agenda

PRESENTER:
John Reed

Action Requested:
Authorizing the master services agreement with Mead & Hunt to provide on-call airport consulting services for the next five-year period at the Rochester International Airport (RST).

Report Narrative:
Every five years, the Federal Aviation Administration (FAA) requires airports to solicit Request for Qualifications for on-call airport services including engineering, architecture, planning and environmental services. RST ran an advertisement in the Post Bulletin on December 20, 2025, December 23, 2025, December 27, 2025, and December 30, 2025 with the details of the request. RST only received a response from one firm which was the incumbent firm, Mead & Hunt. RST's selection committee consisted of Dillion Dombrovski, John Reed and Kurt Claussen. The committee reviewed and scored the proposal and would recommend to the Airport Commission moving ahead with selecting Mead & Hunt.

Priorities & Foundational Principles:
Quality Services
Fiscal Responsibility and Sustainability

Policy Considerations & DEI Impact:
The consulting services that Mead & Hunt will provide over the next 5 years will assist the airport with it's mission: "To provide a sustainable community asset that places the customer first, acts with agility and accountability, is responsive to stakeholders, empowers staff, and embeds safety and security in all we do."

Prior Legislative Actions & Community Engagement:
March 3, 2026: Airport Commission - Recommended authorizing the master services agreement with Mead & Hunt.

Fiscal & Resource Impact:
Individual Task Orders with fee information are created for each element of work within each project.

Alternative Action(s):
None suggested at this time.

Prepared By:
Kurt Claussen

Attachments:
Agreement - Mead and Hunt - Master Services Agreement 2026-2031

MEAD AND HUNT, INC.
MASTER PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT

These Terms and Conditions of Agreement form the Agreement under which services are to be performed by Mead and Hunt, Inc. (hereinafter "Consultant") upon execution by the Client. The Scope of Work, Project Cost and Project Schedule sections of the subsequent Task Orders are incorporated by reference into these Terms and Conditions of Agreement and are part of the Agreement.

Article 1. Scope of Work

It is understood that the Scope of Work and the Project Schedule defined in the Task Orders are based, in part, on the information provided by the Client. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs Consultant to change the original Scope of Work established by the Task Order, a written amendment to this Agreement equitably adjusting the costs and/or performance time thereunder, shall be executed by the Client and Consultant as soon as practicable in accordance with Article 30 below. In the event that the Client and Consultant cannot agree upon the terms and conditions of such amendment, either party may terminate this Agreement immediately upon written notice to the other in accordance with Article 10, Termination.

Consultant shall perform only the services specified in the Scope of Work portion of the Task Order or an amendment thereto as referenced above. Services provided by Consultant shall be subject to the provisions of this Agreement, including these Terms and Conditions of Agreement, any supplemental conditions incorporated herein, and any written amendments as referenced above. Consultant shall invoice its costs, and Client shall provide payment for all services provided in accordance with Article 2 below.

Article 2. Fees, Billing and Payment

Unless otherwise limited in the Proposal, purchase order, or Task Order, Consultant's fee estimate is effective for thirty (30) days from the date of the Proposal. Thereafter, Consultant shall have the right to modify its fee estimate.

The fees stated in a Proposal, purchase order, or Task Order constitute an estimate of the tasks and fees required to perform the Scope of Work. The Scope of Work often cannot be fully defined during the initial planning stages of a project. As the Project progresses, facts uncovered may reveal a change in direction, which may alter the Scope of Work. If Client requests modifications or changes in the Scope of Work related to the Project, or if during Project development the Scope of Work changes resulting in changes to the estimated tasks and fees required to perform the Scope of Work, then the time of performance of the services by Consultant and the fees associated therewith shall be revised and accepted in accordance with Article 30 before Consultant undertakes any additional work beyond the originally defined Scope of Work.

The Client recognizes that Consultant's fee estimate does not include potentially applicable sales and use taxes. Tax-exempt certificates are to be provided by the Client in connection with the acceptance of the

Proposal or the applicable purchase order or work order. Taxes will be added to all invoices as applicable, unless/until a properly completed and valid tax-exemption form is received.

The Client recognizes that time is of the essence with respect to payment of Consultant's invoices, and that timely payment is a material part of the consideration of this Agreement.

Invoices will be submitted by Consultant monthly, and shall be due and payable within thirty (30) calendar days of the invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify Consultant within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. In the event that Consultant and the Client cannot resolve the dispute regarding invoiced amounts within thirty (30) days after receipt by Consultant of the aforementioned notice, the dispute shall be submitted to dispute resolution pursuant to Article 12, below.

Payment shall be made via electronic means (EFT/ACH) directly to Consultant. A remittance advice or payment notification to accountsreceivable@meadhunt.com is required. Where electronic means are not available or not feasible, payment shall be mailed to:

Mead and Hunt, Inc.
Attn: Accounts Receivable, Mead & Hunt
2440 Deming Way
Middleton, WI 53562

The Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Consultant more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute or resolved in favor of Client. Payment of invoices is in no case subject to unilateral discounting or setoffs by the Client.

Application of the percentage rate indicated above as a consequence of the Client's late payments does not constitute any willingness on Consultant's part to finance the Client's operation and no such willingness should be inferred.

If the Client fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, Consultant may at any time, without waiving any other claim against the Client or the right to pursue any other remedy against the Client and without thereby incurring any liability to the Client, suspend this Agreement, as provided for in Article 9, Suspension, or terminate this Agreement, as provided for in Article 10, Termination.

Article 3. Confidentiality

Consultant and Client shall hold confidential all business or technical information marked as confidential or proprietary obtained from the other or its affiliates under this Agreement for a period of five (5) years after obtaining such information, and during that period shall not disclose such information without the other's

consent except to the extent required for (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health and welfare; (3) compliance with any law, regulation, ordinance, subpoena, court order or governmental request; or (4) protection of the disclosing party against claims or liabilities arising from performance of services under this Agreement. In the event disclosure may be required for any of the foregoing reasons, the disclosing party will, except where immediate notification is required by law or regulation or is, in the judgement of the receiving party's counsel required to limit that party's liability, notify the other party in advance of disclosure. The confidential information does not include any data or information which the receiving party can prove (a) was in the receiving party's lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party without notice to the receiving party of any obligation of confidentiality or other restrictions with respect to use thereof; (c) is independently developed by the receiving party; (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality by the receiving party; or (e) is approved for disclosure in writing by the disclosing party. Notwithstanding anything to the contrary herein, one archive copy of confidential information or documents containing confidential information may be retained by legal counsel of receiving party for the sole purpose of identifying its obligations under this Agreement and any copy may be retained pursuant to any statute, regulation, administrative opinion or any similar legal requirement or to evidence compliance with a professional duty.

Article 4. Independent Contractor Relationship

The relationship between the Client and Consultant created under this Agreement is that of principal and independent contractor. Consultant shall serve as an independent contractor to the Client and shall be responsible for selecting the means and methods that services will be provided under this Agreement. It is specifically understood that, irrespective of any assignability provisions, Consultant may retain subcontractors to perform services usually and customarily performed by subcontractors. Should Consultant determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so, Consultant shall obtain prior written approval or subsequent written confirmation from the Client.

Article 5. Standard of Care

Consultant will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

Article 6. Opinions on Cost

Consultant may be asked to provide opinions of probable Project or construction costs as part of the professional services under this Agreement. Consultant's opinions of cost are based on Consultant's experience and judgment. Provided, however, Consultant cannot and does not guarantee that construction proposals, bids or actual construction Project costs will not exceed estimates provided by Consultant. Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions regarding probable construction costs.

Article 7. Timeliness of Performance

Consultant acknowledges that timely performance of its services is an important element of this Agreement. Consultant will put forth reasonable efforts to complete the work according to the schedule attached in the Task Order.

If Consultant discerns that the schedule shall not be met for any reason, it shall so notify the Client as soon as practically possible so that a mutually agreed on revised schedule can be established.

Article 8. Force Majeure

Consultant shall not be considered in default because of any delays in the completion of the work due to causes beyond the control and without the fault or negligence of Consultant or its subcontractors, including but not restricted to, an act of God or of a public enemy, civil unrest, fire, flood, area-wide strike, freight embargo, unusually severe weather, governmental action, pandemic, epidemic or supplier delay. In the event Consultant has knowledge of any actual or potential delay, Consultant shall notify Client in writing of such cases of delay and their probable extent and, upon such notification, Consultant's performance obligations hereunder shall be suspended.

Article 9. Suspension

Upon fourteen (14) calendar days written notice to Consultant, the Client may suspend Consultant's work.

If payment of Consultant's invoices is not maintained on a thirty (30) calendar-day current basis by the Client, Consultant may, by fourteen (14) calendar days' written notice to the Client, suspend further work until payment is restored to a current basis.

Suspension for any reason exceeding forty-five (45) calendar days shall, at Consultant's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and Consultant, and Consultant shall be compensated for services performed and charges incurred prior to the suspension date, regardless of the reason for the suspension.

Article 10. Termination

The Client or Consultant may terminate this Agreement with or without cause, and such termination shall be effective upon fourteen (14) days' written notice to the other party.

Either party may also terminate this Agreement upon written notice to the other party in the event that the other party becomes insolvent files a petition in bankruptcy is adjudicated bankrupt has an assignee, referee, receiver or trustee appointed in any creditor action has a petition in bankruptcy filed against it which is not vacated within thirty (30) days or suffers any action analogous thereto.

In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefor, the Client shall within thirty (30) calendar days of termination remunerate Consultant for services rendered and costs reasonably incurred, in accordance with Consultant's fee schedule. Costs shall include those incurred up to the time of termination.

Article 11. Notice to Parties

All notices required or permitted under this Agreement shall be in writing and shall be made to the parties' below:

Consultant's Project Manager:
Matt Wagner
7900 International Drive, Suite 980
Bloomington, MN 55425
matt.wagner@meadhunt.com

Client Project Manager:
Kurt Claussen
201 4th Street SE
Rochester, MN 55904
KClaussen@flyrst.com

For Notices made pursuant to Article 12:
Legal Department: Mead and Hunt, Inc.
6737 W Washington Street, Suite 3500
West Allis, WI 53214
notices@meadhunt.com

For Notices made pursuant to Article 12:
Client Legal Department (optional)
201 4th Street SE
Rochester, MN 55904

Article 12. Dispute Resolution

Client and Consultant shall provide written notice of a dispute within a reasonable time after the event giving rise to the dispute. Client and Consultant agree to negotiate any dispute between them in good faith for a period of thirty (30) days following such notice. Client and Consultant may agree to submit any dispute to mediation, but such mediation shall not be required as a prerequisite to initiating a lawsuit to enforce this Agreement. Either party shall have the right to litigate the claim, dispute or other matter in question in any state or federal court in the State in which the Project is located. In connection therewith, each party agrees to submit to the jurisdiction of such court.

In the event that legal action is brought by either party against the other in the Courts (including action to enforce or interpret any aspect of this agreement), each party shall be responsible for its own legal costs. Client and Consultant agree to seek recourse only against each other as incorporated (or similar business entities) and not each other's officers, employees, directors or shareholders.

Article 13. Choice of Law

This Agreement shall be governed and construed in accordance with the laws of the State in which the

Project is located, without reference to conflicts of law principles. Each party hereto consents to the exclusive jurisdiction of the state and federal courts in the State in which the Project is located for any actions, suits or proceedings arising out of or relating to this Agreement.

Article 14. Indemnification

Subject to the limitations provided in Article 15, Consultant agrees to indemnify and hold harmless Client, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Consultant or Consultant's employees, agents or subcontractors in the performance of services under this Agreement; provided, however, Consultant will not be obligated to indemnify Client with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Client or Client's subcontractors, agents or employees.

Subject to the limitations provided in Article 15, Client agrees to indemnify and hold harmless Consultant, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Client or Client's subcontractors, employees or agents; provided, however, Client will not be obligated to indemnify Consultant with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Consultant or Consultant's agents, employees or subcontractors.

Article 15. Limitation of Liability

NEITHER PARTY WILL BE LIABLE FOR OR REQUIRED TO INDEMNIFY THE OTHER FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, DELAY OR LIQUIDATED DAMAGES, LOSS OF INVESTMENT OR BUSINESS INTERRUPTION, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO $100,000 OR CONSULTANT'S FEE, WHICHEVER IS GREATER.

Article 16. Insurance

Consultant shall maintain the following insurance coverage during the time it is performing services hereunder. Consultant disclaims any duty to defend Client. Client agrees that it shall not tender the defense of any claim arising out of or related to this Agreement to Consultant.

A. Worker's Compensation:
of a form and in an amount as required by state law

B. Employer's Liability:
$1,000,000 each accident
$1,000,000 disease, each employee
$1,000,000 disease, policy limit

C. Automobile Liability (including all owned, hired and non-owned vehicles):
$1,000,000 each accident

D. Commercial General Liability (bodily injury and property damage — combined single limit):
$1,000,000 each incident
$2,000,000 annual aggregate

E. Errors and Omissions:
$5,000,000 each incident
$10,000,000 annual aggregate

Article 17. Review of Contractors Work

In the course of performing services under this Agreement, Consultant may be asked to review drawings, specifications, or pay applications from contractors engaged to perform work in connection with the project for which the Proposal is submitted or to observe such contractor's construction as it progresses. Any such review shall be limited to a review of the general conformance with the design concept of the project and the general compliance with information given in the contractor's documents and as may otherwise be noted by Consultant on such drawings and specifications. Such review shall in no way limit the liability of the contractor or be deemed an indication that Consultant has accepted or approved the drawings, specifications or work in any manner.

Article 18. Construction Means and Methods, Safety, and Conduct

Unless otherwise expressly stated in Consultant's Task Order, this Agreement shall not be construed as imposing upon or providing to Consultant the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by the parties or subcontractors or the safety precautions and programs incident to the work of the parties or subcontractors.

Consultant shall be responsible for providing personal protective equipment and safety training for its own employees.

Client and Consultant understand their respective obligations to provide a respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age or other protected class status) will not be tolerated and will be addressed in a timely manner and in compliance with anti-harassment laws.

Article 19. Ownership and Use of Documents and Concepts

Client acknowledges that Consultant reports, drawings, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional services, not products.

Consultant will retain these Records for a period of three (3) years following completion of this Project. During this time, Consultant will reasonably make available these records to the Client.

Electronic files may contain viruses which can be inadvertently transmitted. It is the sole responsibility of Client to check for viruses before loading the files, and Client is solely responsible for intercepting and disabling any viruses which could be inadvertently transmitted with the electronic files. Client hereby agrees to indemnify and hold Consultant harmless against all claims of any nature resulting from viruses transmitted with the electronic files.

Consultant shall not be responsible for any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client. Consultant shall not be responsible for any reuse of the electronic data by Client or any other party for this Project, or any other Project without the prior express written consent of Consultant. Client shall defend, indemnify and hold completely harmless Consultant against any claims, damages or losses arising out of any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client or any reuse of the electronic data without prior express written consent of Consultant.

All documents, including the electronic files that are transferred by Consultant to Client, are Instruments of Service of Consultant created for this Project only, and are not intended to be deemed a sale of the files and data, and NO REPRESENTATION OR WARRANTY IS MADE, EITHER EXPRESS OR IMPLIED, CONCERNING THE MERCHANTABILITY OF THE FILES AND DATA OR THEIR FITNESS FOR A PARTICULAR PURPOSE.

Copies of documents that may be relied upon by Client are limited to the originally released documents that contain signatures and seals of the professional employee(s) of Consultant. Any damages resulting from deviations from such originally released and signed or sealed electronic files will be at the Client’s sole risk.

Consultant is not responsible for damages arising out of the use by the Client or the Client's agents of any Consultant data or report for any purpose other than its original purpose as defined in the Proposal.

While Client agrees that any patentable or copyrightable concepts developed by Consultant as a result of this Agreement shall remain the sole and exclusive property of Consultant, Client shall retain a right, without the right to grant sublicenses under any patents or copyrights of Consultant, to use any information or recommendations generated by Consultant during the performance of this Agreement. Client shall have the right to assign such right to any party who buys from client the assets of Client relating to the information or recommendations generated by Consultant under this Agreement. Nothing in this Article 19 shall restrict Consultant from using any methods, techniques or concepts developed by it under this Agreement for its benefit or the benefit of any third party.

Article 20. Subsurface Exploration

In those situations where Consultant performs subsurface exploration, the Client, to the extent of its knowledge, will furnish to Consultant information identifying the type and location of utilities and other human-made objects beneath the surface of the Project site. Consultant will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, Consultant will furnish Client a plan indicating the locations intended for penetration. Consultant will not be responsible for damages arising out of contact with unidentified subsurface utilities or objects.

Article 21. Extent of Study

Client recognizes that actual environmental or geological conditions may vary from conditions encountered at locations where Consultant makes visual observations, obtains samples or performs other explorations as part of its services under this Agreement. Consultant's failure to discover potential environmental contamination, geological conditions or other conditions through appropriate techniques does not guarantee the absence of environmental contamination, geological conditions or other conditions at a site.

Article 22. Hazardous Substances

In the event that services performed under this Agreement involve hazardous substances, as defined in 40 CFR Part 302, including hazardous waste, whether or not such involvement was known or contemplated at the time this Agreement was made or when services performed by Consultant commenced under this Agreement, the following additional terms and conditions shall apply to this Agreement.

Any and all samples collected or received by Consultant or its subcontractors on behalf of Client which contain hazardous substances including hazardous waste will be, after completion of testing and at Client's expense, either returned to Client, or using a manifest signed by Client as a generator, be transported to a location selected by Client for final disposal. Client shall pay all costs associated with the storage, transport and disposal of all such samples. Client agrees and recognizes that Consultant is acting as a bailee and at no time assumes title to any such samples or substances.

Consultant warrants that when making hazardous waste determinations on behalf of Client, Consultant will use the standard of care and diligence normally practiced by consulting firms performing similar services in the same locale. Consultant, if requested by Client, will gather bids from various hazardous waste transporters and/or treatment, storage or disposal facilities (TSDFs) that are appropriately licensed or permitted by state, federal and/or local authorities to accept the waste generated by the Client. Client acknowledges that although Consultant may gather bids from various hazardous waste transporters or TSDFs, that Client has ultimately selected such transporter or TSDF. Client understands that Consultant has not conducted regulatory compliance audits on such transporters or TSDFs nor does Consultant make any other warranties or representations other than expressly written in this paragraph related to such transporters or TDSFs. Client acknowledges that Consultant at no time assumes title to waste generated from Client's facility or site.

Client acknowledges that Consultant has no responsibility as an operator, arranger, generator, treater, storer, transporter, disposer, emitter, discharger or releaser of hazardous substances, air or water pollutants or other contaminants found or identified in conjunction with work performed hereunder.

Article 23. Third Party Rights

Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than Client and Consultant. The services provided by Consultant hereunder are for the Client only.

Article 24. Assignment

Neither party to this Agreement shall assign its duties and obligations hereunder without the prior consent of the other party except as provided in Article 4.

Article 25. Lien Notice

Consultant hereby notifies Client that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for construction on Client's land may have lien rights on Client's land and buildings if not paid.

Article 26. Waiver

No waiver by either party of any term or condition set forth herein or the breach by the other party of any such term or condition, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, condition or breach or a waiver of any other term, condition or breach.

Article 27. Headings

The subject headings in this Agreement are for convenience only and are not determinative of the substance of the subject clause.

Article 28. Entire Agreement

The parties agree that this Agreement, together with the Task Orders and attachments as referenced or incorporated herein, represents the entire and integrated agreement between the Client and Consultant and supersedes all prior communications, negotiations, representations, quotations, offers or agreements, either written or oral between the parties hereto, with respect to the subject matter hereof, and no agreement or understanding varying or extending this Agreement shall be binding upon either Party, other than by a written agreement signed by both the Client and Consultant. If additional documents represent the agreement of the parties, such documents must be itemized in Consultant's proposal. The parties agree that the provisions of these terms and conditions of this Agreement shall control over and govern as to any subsequent form or document signed by the Parties, such as Client's purchase orders, work orders, task orders, etc. and that such documents may be issued by Client to Consultant as a matter of convenience to the parties without altering any of the terms or provisions hereof.

Article 29. Severability

If any provision or part of a provision of this Agreement is declared to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, to conform to the requirements for validity, but if such adjustment is not possible, it shall be deemed deleted from this Agreement as though it had never been included herein. In either case, the balance of any such provision and of this Agreement shall remain in full force and effect.

Article 30. Contract Amendments

Any amendments to the subsequent Task Orders or these Terms and Conditions of Agreement shall be executed by means of a written contract amendment, signed by the Client and Consultant. Changes to the Agreement will not become effective until the contract amendment has been signed by both parties. The contract amendment will document the specific changes to the Agreement along with any resulting adjustment in cost and/or schedule.

Article 31. Term of Agreement

The term of this Agreement shall be five (5) years from the Effective Date or if work under a Service Work Order is in progress, then until the date of completion of such work, whichever is later.

IN WITNESS WHEREOF, the parties have executed this Agreement. This Agreement may be executed in counterparts, each of which shall constitute an original, but both of which when taken together shall constitute one and the same agreement. The parties agree that a counterpart of this Agreement may be executed by a party and then delivered to the other party by facsimile or other electronic means, and such facsimile or other electronic copy will constitute an original counterpart. The signatories below represent that they are duly authorized by the business entities they represent to sign this Agreement. The effective date of this Agreement is the later of the signature dates below.

Client: CITY OF ROCHESTER, MINNESOTA

	Mayor	
Name: Kim Norton	Title	Date

Attestation:

	City Clerk	
Name: Kelly Geistler	Title	Date

Mead and Hunt, Inc.:

	Vice President	February 20, 2026
Name: Bryan Page	Title	Date

The following Federal Contract Provisions are hereby included in and made part of the attached Contract between CITY OF ROCHESTER and MEAD & HUNT, INC. (Consultant)

CONTRACT GUIDANCE

For purposes of remaining compliant with its obligations, a Sponsor must incorporate applicable contract provisions in all its procurements and contract documents. Unless otherwise stated, these provisions flow down to subcontracts and sub-tier agreements.

For purposes of determining requirements for contract provisions, the term **"contract"** includes professional services, and subcontracts and supplier contracts such as purchase orders.

The term **"contractor"** is understood to mean **Consultant,** contractor, subcontractor and means one who participates, through a contract or subcontract (at any tier).

FAA Airports – Federal Contract Provisions

(Issued on December 29, 2025)

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A1 ACCESS TO RECORDS AND REPORTS

SOURCE: 2 CFR § 200.334, 2 CFR § 200.337, FAA Order 5100.38

The Consultant must maintain an acceptable cost accounting system. The Consultant agrees to provide the Owner, the Federal Aviation Administration and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Consultant which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Consultant agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 BREACH OF CONTRACT TERMS

SOURCE: 2 CFR Part 200, Appendix II(A)

Any violation or breach of terms of this contract on the part of the Consultant or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner or Prime Consultant will provide Consultant written notice that describes the nature of the breach and corrective actions the Consultant must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Consultant must correct the breach. Owner may proceed with termination of the contract if the Consultant fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A3 BUY AMERICAN PREFERENCE

SOURCE Title 49 U.S.C. § 50101; Executive Order 14005, *Ensuring the Future is Made in All of America by All of America's Workers;* Infrastructure Investment and Jobs Act (IIJA) (P.L. No. 117-58), Build America, Buy America (BABA)

FAA BUY AMERICAN PREFERENCE

The Consultant certifies that its bid/offer is in compliance with 49 U.S.C. § 50101, BABA and other related Made in America Laws, U.S. statutes, guidance, and FAA policies, which provide that Federal funds may not be obligated unless all iron, steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A4 CIVIL RIGHTS - GENERAL

SOURCE 49 U.S.C. § 47123

GENERAL CIVIL RIGHTS PROVISIONS

In all its activities within the scope of its airport program, the Consultant agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A5 CIVIL RIGHTS – TITLE VI ASSURANCE

SOURCE 49 U.S.C. § 47123; FAA Order 1400.11

Title VI Solicitation Notice:

As a condition of a grant award, the Sponsor shall demonstrate that it complies with the provisions of Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq) and implementing regulations (49 CFR part 21) including amendments thereto, the Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), the Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 et seq.), the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq.), U.S. Department of Transportation and Federal Aviation Administration (FAA) Assurances, and other relevant civil rights statutes, regulations, or authorities, including any amendments or updates thereto. This may include, as applicable, providing a current Title VI Program Plan to the FAA for approval, in the format and according to the timeline required by the FAA, and other information about the communities that will be benefited and impacted by the project. A completed FAA Title VI Pre-Grant Award Checklist is required for every grant application, unless excused by the FAA. The Sponsor shall affirmatively ensure that when carrying out any project supported by this grant that it complies with all federal nondiscrimination and civil rights laws based on race, color, national origin, sex, creed, age, disability, genetic information, in consideration for federal financial assistance. The Department's and FAA's Office of Civil Rights may provide resources and technical assistance to recipients to ensure full and sustainable compliance with Federal civil rights requirements. Failure to comply with civil rights requirements will be considered a violation of the agreement or contract and be subject to any enforcement action as authorized by law.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination in Federally-Assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964) including amendments thereto;

- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794 *et seq*.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27 (Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- The Age Discrimination Act of 1975, as amended (42 .U.S.C. § 6101 *et seq*.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 U.S.C. § 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (P.L. 100-259) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101, et seq) (prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities) as implemented by U.S. Department of Transportation regulations at 49 CFR Parts 37 and 38;
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. § 1681, et seq).

Compliance with Nondiscrimination Requirements:

During the performance of this contract, Consultant, for itself, its assignees, and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

1. **Compliance with Regulations:** The Consultant (hereinafter includes subcontractors) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** Consultant, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, national origin), creed, sex, age, or disability in the selection and retention of subcontractors, including procurements of materials and leases of equipment. Consultant will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21 including amendments thereto.
3. **Solicitations for Subcontracts, including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made

by the Consultant for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Consultant of the subcontractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** The Consultant will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Consultant will so certify to the Sponsor or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a Consultant's noncompliance with the non-discrimination provisions of this contract, the Sponsor will impose such contract sanctions as it or the Federal Aviation Administration may determine to be appropriate, including, but not limited to:
    a. Withholding payments to the Consultant under the contract until the Consultant complies; and/or
    b. Cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Consultant will take action with respect to any subcontract or procurement as the Sponsor or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Consultant becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Consultant may request the Sponsor to enter into any litigation to protect the interests of the Sponsor. In addition, the Consultant may request the United States to enter into the litigation to protect the interests of the United States.

A6 CLEAN AIR AND WATER POLLUTION CONTROL

SOURCE 2 CFR Part 200, Appendix II(G); 42 U.S.C. § 7401, et seq; 33 U.S.C. § 1251, et seq

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the Federal Aviation Administration.

A7 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

SOURCE 2 CFR Part 200, Appendix II(E); 29 CFR § 5.5(b); 40 U.S.C. § 3702; 40 U.S.C. § 3704

1. Overtime Requirements.

No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic, including watchmen and guards, in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

2. Violation; Liability for Unpaid Wages; Liquidated Damages.

In the event of any violation of the clause set forth in paragraph (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of $29 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The Federal Aviation Administration (FAA) or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A8 COPELAND "ANTI-KICKBACK" ACT

SOURCE 2 CFR Part 200, Appendix II(D); 29 CFR Parts 3 and 5

Consultant must comply with the requirements of the Copeland "Anti-Kickback" Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Consultant and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Consultant and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered work during the prior week. Owner must report any violations of the Act to the Federal Aviation Administration.

A9 DAVIS-BACON REQUIREMENTS

SOURCE 2 CFR Part 200, Appendix II(D); 29 CFR Part 5; 49 USC § 47112(b); 40 USC §§ 3141-3144, 3146, and 3147

When a Professional Services Agreement includes tasks that constitute "construction, alteration, or repair" under 29 CFR Part 5 and the value exceeds $2,000, the agreement must incorporate the applicable Davis-Bacon labor standards clause to ensure federal compliance.

A/E firms that employ laborers and mechanics on a task that meets the definition of construction, alteration, or repair are acting as a contractor. The Sponsor may not substitute the term "Contractor" for "Consultant" in such instances.

A10 DEBARMENT AND SUSPENSION

SOURCE 2 CFR Part 180 (Subpart B); 2 CFR Part 200, Appendix II(H); 2 CFR Part 1200; DOT Order 4200.5; Executive Orders 12549 and 12689

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

A11 DISADVANTAGED BUSINESS ENTERPRISE

SOURCE 49 CFR Part 26; 49 U.S.C. § 47113

Contract Assurance (49 CFR § 26.13; mandatory text provided) –

The Contractor, subrecipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR Part 26, including any amendments thereto, in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

1) Withholding monthly progress payments;
2) Assessing sanctions;
3) Liquidated damages; and/or

4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR § 26.29) –
The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than 30 days from the receipt of each payment the prime contractor receives from CITY OF ROCHESTER The prime contractor agrees further to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the CITY OF ROCHESTER. This clause applies to both DBE and non-DBE subcontractors.

A12 DISTRACTED DRIVING

SOURCE Executive Order 13513; DOT Order 3902.10

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the Federal Aviation Administration encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other work personnel that decrease crashes by distracted drivers, including policies that ban text messaging while driving motor vehicles while performing work activities associated with the project. The Consultant must **include the substance of this clause in all sub-tier contracts exceeding $15,000** that involve driving a motor vehicle in performance of work activities associated with the project.

A13 PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

SOURCE 2 CFR § 200, Appendix II(K); 2 CFR § 200.216

Consultant and subcontractors agree to comply with mandatory standards and policies relating to use and procurement of certain telecommunications and video surveillance services or equipment in compliance with the National Defense Authorization Act P.L. 115-232, § 889(f)(1)).

A14 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

SOURCE 29 USC § 201, et seq; 2 CFR § 200.430

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR Part 201, et seq, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Consultant has full responsibility to monitor compliance to the referenced statute or regulation. The Consultant must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A15 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

SOURCE 31 USC § 1352 – Byrd Anti-Lobbying Amendment; 2 CFR Part 200, Appendix II(I)
49 CFR Part 20, Appendix A

CERTIFICATION REGARDING LOBBYING

The Bidder or Offeror certifies by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Bidder or Offeror, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

A16 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

SOURCE 29 CFR Part 1910

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (29 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A17 PROCUREMENT OF RECOVERED MATERIALS

SOURCE 2 CFR § 200.323; 2 CFR Part 200, Appendix II(J); 40 CFR Part 247; 42 USC § 6901, et seq (Resource Conservation and Recovery Act (RCRA))

Consultant and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Consultant and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

1) The contract requires procurement of $10,000 or more of a designated item during the fiscal year; or
2) The contractor has procured $10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
b) Fails to meet reasonable contract performance requirements; or
c) Is only available at an unreasonable price.

A18 RIGHT TO INVENTIONS

SOURCE 2 CFR Part 200, Appendix II(F); 37 CFR Part 401

Not Applicable

A19 SEISMIC SAFETY

SOURCE 49 CFR Part 41

Not Applicable

A20 TAX DELINQUENCY AND FELONY CONVICTIONS

SOURCE Section 8113 of the Consolidated Appropriations Act, 2022 (P.L. 117-103) and similar provisions in subsequent appropriations acts; DOT Order 4200.6 – Appropriations Act Requirements for Procurement and Non-Procurement Regarding Tax Delinquency and Felony Convictions

CERTIFICATION OF OFFEROR/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The applicant must complete the following two certification statements. The applicant must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark (ü) in the space following the applicable response. The applicant agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications

1) The applicant represents that it is ( ) is not (X) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

2) The applicant represents that it is ( ) is not (X) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note

If an applicant responds in the affirmative to either of the above representations, the applicant is ineligible to receive an award unless the Sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The applicant therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty-four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. Code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 USC § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

A21 TERMINATION OF CONTRACT

SOURCE 2 CFR Part 200, Appendix II(B); FAA Advisory Circular 150/5370-10, Section 80-09

TERMINATION FOR CONVENIENCE (PROFESSIONAL SERVICES)

The Owner may, by written notice to the Consultant, terminate this Agreement for its convenience and without cause or default on the part of Consultant. Upon receipt of the notice of termination, except as explicitly directed by the Owner, the Contractor must immediately discontinue all services affected.

Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

TERMINATION FOR CAUSE (PROFESSIONAL SERVICES)

Either party may terminate this Agreement for cause if the other party fails to fulfill its obligations that are essential to the completion of the work per the terms and conditions of the Agreement. The party initiating the termination action must allow the breaching party an opportunity to dispute or cure the breach.

The terminating party must provide the breaching party [7] days advance written notice of its intent to terminate the Agreement. The notice must specify the nature and extent of the breach, the conditions necessary to cure the breach, and the effective date of the termination action. The rights and remedies in this clause are in addition to any other rights and remedies provided by law or under this agreement.

a) **Termination by Owner**: The Owner may terminate this Agreement for cause in whole or in part, for the failure of the Consultant to:
   1. Perform the services within the time specified in this contract or by Owner approved extension;
   2. Make adequate progress so as to endanger satisfactory performance of the Project; or
   3. Fulfill the obligations of the Agreement that are essential to the completion of the Project.

   Upon receipt of the notice of termination, the Consultant must immediately discontinue all services affected unless the notice directs otherwise. Upon termination of the Agreement, the Consultant must deliver to the Owner all data, surveys, models, drawings, specifications, reports, maps, photographs, estimates, summaries, and other documents and materials prepared by the Engineer under this contract, whether complete or partially complete.

   Owner agrees to make just and equitable compensation to the Consultant for satisfactory work completed up through the date the Consultant receives the termination notice. Compensation will not include anticipated profit on non-performed services.

   Owner further agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

   If, after finalization of the termination action, the Owner determines the Consultant was not in default of the Agreement, the rights and obligations of the parties shall be the same as if the Owner issued the termination for the convenience of the Owner.

b) **Termination by Consultant**: The Consultant may terminate this Agreement for cause in whole or in part, if the Owner:
   1. Defaults on its obligations under this Agreement;
   2. Fails to make payment to the Consultant in accordance with the terms of this Agreement;
   3. Suspends the project for more than [180] days due to reasons beyond the control of the Consultant.

Upon receipt of a notice of termination from the Consultant, Owner agrees to cooperate with Consultant for the purpose of terminating the agreement or portion thereof, by mutual consent. If Owner and Consultant cannot reach mutual agreement on the termination settlement, the Consultant may, without prejudice to any rights and remedies it may have, proceed with terminating all or parts of this Agreement based upon the Owner's breach of the contract.

In the event of termination due to Owner breach, the Consultant is entitled to invoice Owner and to receive full payment for all services performed or furnished in accordance with this Agreement and all justified reimbursable expenses incurred by the Consultant through the effective date of termination action. Owner agrees to hold Consultant harmless for errors or omissions in documents that are incomplete as a result of the termination action under this clause.

A22 TRADE RESTRICTION CERTIFICATION

SOURCE 49 USC § 50104; 49 CFR Part 30

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror –

1) is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (USTR);
2) has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the USTR; and
3) has not entered into any subcontract for any product to be used on the Federal project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18 USC § 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Consultant must require subcontractors provide immediate written notice to the Consultant if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR § 30.17, no contract shall be awarded to an Offeror or subcontractor:

1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the USTR; or
2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such USTR list; or

3) who incorporates in the public works project any product of a foreign country on such USTR list.

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The Consultant may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by USTR, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an award. If it is later determined that the Consultant or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration (FAA) may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

A23 VETERAN'S PREFERENCE

SOURCE 49 USC § 47112(c)

In the employment of labor (excluding executive, administrative, and supervisory positions), the Consultant and all sub-tier contractors must give preference to covered veterans as defined within 49 U.S.C. § 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 U.S.C. § 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the work to which the employment relates.

A24 DOMESTIC PREFERENCES FOR PROCUREMENTS

SOURCE 2 CFR § 200.322; 2 CFR Part 200, Appendix II(L)

The Bidder or Offeror certifies by signing and submitting this bid or proposal that, to the greatest extent practicable, the Bidder or Offeror has provided a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including, but not limited to, iron, aluminum, steel, cement, and other manufactured products) in compliance with 2 CFR § 200.322.

A25 PROHIBITION OF COVERED UNMANNED AIRCRAFT SYSTEMS (UAS)

SOURCE FAA Reauthorization Act of 2024 (Public Law 118-63), Section 936 49 U.S.C. § 44801 note

The Bidder or Offeror certifies that they are aware of and comply with relevant Federal statutes and regulations, including those from the Federal Aviation Administration (FAA), for operating unmanned aircraft systems (UAS) in accordance, and in compliance with all related requirements in the FAA Reauthorization Act of 2024 (Public Law 118-63), section 936 (49 U.S.C. § 44801 note).

Contractor warrants that all UAS operations will be conducted in full compliance with all applicable Federal Aviation Administration (FAA) regulations, including but not limited to 14 CFR Part 107, and any other applicable local, state, or Federal laws and regulations.

Sponsors and subgrant recipients cannot use AIP grant funds to enter into, extend, or renew a contract related to covered unmanned aircraft systems (UAS). This includes both procurement and operational contracts, as well as contracts with entities that operate such systems.

END OF FEDERAL CONTRACT PROVISIONS

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

Issuance of General Obligation Revenue Bonds Pursuant through Conduit Financing on Behalf of Mayo Clinic

MEETING DATE:
March 16, 2026

ORIGINATING DEPT:
Finance Department

AGENDA SECTION:
Public Hearings

PRESENTER:
Brian Anderson

Action Requested:

Adopting a Resolution for Issuance of General Obligation Revenue Bonds Pursuant to Conduit Financing on Behalf of Mayo Clinic in the amount of $750,000,000 for a Mayo Clinic project consisting of renovations and upgrades to various facilities as allowed under Minnesota Statutes, Sections 469.152 - 469.165.

Report Narrative:

The purpose of the public hearing is to consider adopting a resolution for issuance of general obligation revenue bonds pursuant to conduit financing on behalf of Mayo Clinic in the amount of $750,000,000. Attached is a memo for our bond counsel that discusses conduit financing, the benefits to the bond recipient, and the minimal risks that accrue to the City.

The amount being requested is an approximate aggregate principal amount of up to $750,000,000 through an assistance process known as conduit financing as allowed under Minnesota Statutes, Sections 469.152 - 469.165. The project is related to the Bold Forward Unbound initiative that the Mayo Clinic has been working on with the City. The Mayo Clinic submitted its application to the City on February 24, 2026, which has been reviewed by City staff and its legal bond counsel. As per the City's Conduit Debt Policy, the Mayo Clinic has requested the public hearing be set for March 16, 2026. This is the final action the Common Council is being asked to consider on this particular financing issuance and no further requests will come forward at this time.

The requested conduit financing would be used towards project costs including demolition, construction, improvement and equipping of the Corporation's facilities in the City, including near and around 200 First Street SW, Saint Mary's modernization and growth located at the 1200 to 1400 block of 2nd Street SW, Rochester, MN and other capital projects involving renovations, acquisitions of equipment and construction at the Corporation facilities in the City including Mayo Clinic buildings at or near 200 First Street SW; Rochester Methodist Hospital at 201 West Center Street, and St. Mary's Hospital located at the 1200 to 1400 block of 2nd Street SW; and (ii) payment of costs of issuance of the bonds.

The City has routinely assisted the Mayo Clinic with conduit financing in the past including 12 times going back to the year 2000 in amounts ranging from $50M to $500M. The bonds shall be limited obligations of the City, and the bonds and interest thereon shall be payable solely from the revenue pledged to the payment thereof. No holder of any such bonds shall ever have the right to compel any exercise of the taxing power of the City to pay the bonds or the interest thereon, nor to enforce payment against any property of the City except the property pledged to the payment thereof. Before issuing the

bonds, the City will enter into an agreement with the Corporation, whereby the Corporation will be obligated to make payments at least sufficient at all times pay the principal of and interest on the bonds when due.

Over the coming weeks, the City and City's legal bond counsel will continue to work with the Mayo Clinic finalizing the details and cleaning up the documents of the conduit debt as proposed before the Common Council for their approval. Please find the attached documents in this RCA:

- Resolution - Bond Issuance Mayo Clinic 2026
- Exhibit - Bond Counsel Memorandum Re: Rochester Mayo Clinic 2026 Conduit Bonds
- Agreement - Bond Purchase Agreement - Fixed Rate Tax-Exempt Series 2026AB
- Supplement - Twenty-Ninth Supplemental Trust Indenture
- Agreement - Amended and Restated Loan Agreement

Priorities & Foundational Principles:

Fiscal Responsibility & Sustainability
Quality Services

Policy Considerations & DEI Impact:

Assisting with conduit financing aligns with the Strategic Priority of Quality Services which allows the City to assist a community organization by capitalizing on a financial opportunity. Further, this financing aligns with the Common Council's foundational principle of social equity by assisting with a means for accessible, affordable healthcare to a broader cross-section of patients in the City's growing and changing demographic.

Prior Legislative Actions & Community Engagement:

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

Fiscal & Resource Impact:

This action will have no financial impact directly on the City of Rochester and will provide the Mayo Clinic with more favorable interest rates. The City is not liable for the financing and will not be obligated to cover any defaults. In addition, the City will receive a fee for facilitating this conduit financing and all our direct costs are covered.

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:
Brian Anderson

Attachments:
Exhibit - Bond Counsel Memorandum Re: Rochester Mayo Clinic 2026 Conduit Bonds

Agreement - Bond Purchase Agreement - Fixed Rate Tax-Exempt Series 2026AB

Supplement - Twenty-Ninth Supplemental Trust Indenture

Agreement - Amended and Restated Loan Agreement

Resolution - Bond Issuance Mayo Clinic 2026

MEMORANDUM

TO: Brian Anderson, Director of Finance
City of Rochester, Minnesota

FROM: Jenny Boulton, Bond Counsel for Rochester

DATE: March 16, 2026

RE: Conduit Revenue Bonds for Mayo Clinic

Introduction

Mayo Clinic, a Minnesota nonprofit corporation ("Mayo"), has requested that the City of Rochester, Minnesota ("Rochester") issue its Health Care Facilities Revenue Bonds (Mayo Clinic), Series 2026 in an amount not to exceed $750,000,000 (the "Bonds") to finance the demolition, construction, improvement and equipping of Mayo's facilities in Rochester, including buildings at or near 200 First Street SW, Rochester Methodist Hospital at 201 West Center Street, and St. Mary's Hospital located at the 1200 to 1400 block of 2nd Street SW (the "Project"). This memorandum is intended to provide background information on conduit revenue bonds such as the proposed Bonds.

Legal Background

Tax-exempt municipal bonds fall into two general categories: "governmental purpose bonds," issued to finance general governmental projects, including for example public buildings and infrastructure; and "private activity bonds," issued to finance facilities owned and operated by certain kinds of private entities. The term "private activity bonds," also often called "conduit bonds" or "conduit revenue bonds," involves the issuer municipality acting as the conduit for financing by a private entity borrower.

Under the Internal Revenue Code of 1986, as amended (the "Tax Code"), Congress has determined that certain kinds of activities should be supported, and to that end, permits certain private borrowers to obtain tax-exempt financing for certain types of projects, resulting in lower interest costs for such borrowers. Because the interest paid to investors by borrowers like Mayo is excluded from the investors' state and federal taxable income, the investors are willing to accept a lower interest rate (they get to keep more of their interest earnings so they lend at a lower rate). That lower, tax-exempt interest rate makes it more affordable for borrowers like Mayo to build/expand/equip their buildings because they don't carry as much interest expense when they borrow money for their capital projects. Tax-exempt bonds must be used for capital projects, not operating costs.

These private entities cannot issue their own tax-exempt debt to finance their projects; rather, such tax-exempt debt must be issued by state or local government entities, like Rochester. Conduit bonds allow a municipality to achieve a public purpose. In this case, by assisting in the financing for improvements to healthcare facilities.

The Bonds are proposed to be issued as qualified 501(c)(3) bonds within the meaning of Section 145 of the Tax Code.[1] In order to issue qualified 501(c)(3) bonds, the facilities to be financed must be owned for federal tax purposes by a 501(c)(3) organization or a governmental unit and used for the exempt purposes of the 501(c)(3) organization. Mayo is a qualified 501(c)(3) organization.

In addition to the requirements of the Tax Code, the Bonds will be issued in accordance with Minnesota Statutes, Sections 469.152 through 469.1655, as amended.

Impact on Rochester

1. ***No obligation to make payments***. The key feature of private activity bonds is that they are revenue bonds, payable solely from the private borrower's loan payments made in accordance a loan agreement (the "Loan Agreement") to be executed by Rochester and Mayo and from other security provided by Mayo. The bond documents will require Mayo (and not Rochester) to repay the Bonds directly. No funds come from Rochester. No money flows through Rochester (neither the sale proceeds of the Bonds, nor the debt service payments on the Bonds). The bond documents will include provisions requiring Mayo to indemnify Rochester for any potential liability incurred by Rochester with respect to the Bonds and the Project. The bond documents will recite that the Bonds, if and when issued, will not to be payable from nor charged upon any of Rochester's funds, other than the revenues received under the Loan Agreement and pledged to the payment of the Bonds, and Rochester will not be subject to any liability on the Bonds. No holder of the Bonds will ever have the right to compel any exercise by Rochester of its taxing powers to pay any of the principal of the Bonds or the interest or premium thereon, or to enforce payment of the Bonds against any property of Rochester except the interests of Rochester in payments to be made by Mayo under the Loan Agreement.

2. ***No adverse impact on Rochester's credit rating or debt limit.*** The Bonds will not count towards any debt limitations imposed on Rochester pursuant to Minnesota state law and the issuance of the Bonds will not have any adverse impact on Rochester's credit rating, even in the event that Mayo encounters financial difficulties. If the Bonds were to go into default, the bondholders, trustee and Mayo would develop a work-out strategy, not Rochester.

3. ***Rochester may be contacted by the IRS in the event of an audit***. While it is generally true that conduit issuers have no financial liability for private activity bonds, it is important to note that if the IRS audits a conduit bond issue, Rochester would be contacted directly by the IRS. Rochester would then contact Mayo to respond to the audit. The bond documents require Mayo to handle the audit and pay all of the costs of the audit. If, following the conclusion of an audit, the conduit bonds are determined to be taxable bonds, a declaration that the bonds are taxable would not impact Rochester; it would adversely affect the borrowing cost to Mayo.

[1] Qualified 501(c)(3) bonds are just one type of tax-exempt private activity bonds. Other common types of private activity bonds include multifamily housing bonds for affordable housing projects, qualified small issue (manufacturing) bonds, qualified mortgage bonds, qualified student loan bonds, qualified redevelopment bonds, exempt facility (like airports, docks and wharves) bonds, and qualified veterans' mortgage bonds.

Mayo is very experienced with tax-exempt bonds and it is unlikely that any such audit would result in a tax problem.

4. ***The Bonds count towards Rochester's "bank-qualified bond" limit.*** Section 265(b)(3) of the Tax Code permits each issuer of tax-exempt obligations to designate up to $10,000,000 of tax-exempt bonds as "qualified tax-exempt obligations" (also sometimes referred to as "bank-qualified bonds" or "BQ" bonds). Bank-qualified bonds are tax-exempt bonds that allow financial institutions to deduct interest expenses incurred to acquire or hold tax-exempt bonds. Such bonds have a broader market, and therefore carry slightly lower interest rates. The Bonds would be included with Rochester's own governmental purpose bonds in calculating the $10,000,000 annual limit for issuance of bank-qualified bonds. However, Rochester anticipates issuing more than $10,000,000 in tax-exempt general obligation bonds in calendar year 2026 for its own projects (the "City Bonds") and is, therefore, already ineligible for the bank-qualification designation. Consequently, the proposed Mayo Bonds would not impact the City Bonds.

5. ***Expenses and Costs***. The bond documents will provide that Mayo will be required to pay all the expenses of Rochester paid or incurred with respect to the Bonds (including attorneys' fees) and will be required to indemnify Rochester for any potential liability or costs incurred by Rochester with respect to the Bonds, the Project, and granting necessary approvals. In addition, Mayo will pay any administrative fee charged by Rochester for the issuance of conduit revenue bonds.

$[PAR A]
CITY OF ROCHESTER, MINNESOTA
HEALTH CARE FACILITIES REVENUE BONDS
(MAYO CLINIC)
SERIES 2026A

[$[PAR B]
CITY OF ROCHESTER, MINNESOTA
HEALTH CARE FACILITIES REVENUE BONDS
(MAYO CLINIC)
SERIES 2026B]

_____

BOND PURCHASE AGREEMENT

_____

[BPA Date]

City of Rochester
City Hall
Rochester, Minnesota 55902

Ladies and Gentlemen:

BofA Securities, Inc., Barclays Capital, Inc. and J.P. Morgan Securities LLC (collectively, the "**Underwriters**" and each, an "**Underwriter**") offer to enter into this Bond Purchase Agreement (this "Bond Purchase Agreement") with the City of Rochester, Minnesota (the "**City**") for the purchase by the Underwriters and sale by the City of the City's [(i)] Health Care Facilities Revenue Bonds (Mayo Clinic), Series 2026A (the "**2026A Bonds**") [and (ii) Health Care Facilities Revenue Bonds (Mayo Clinic), Series 2026B (the "**2026B Bonds**" and, together with the 2026A Bonds, the "**2026A&B Bonds**")] to be issued for the benefit of Mayo Clinic, a Minnesota nonprofit corporation (the "Clinic") at the purchase prices set forth in Exhibit A hereto. This offer is made subject to acceptance by the City prior to 5:00 P.M., Central Standard Time, on the date hereof. Upon such acceptance, as evidenced by signatures in the spaces provided therefor below, and receipt of the Letters of Representations (hereinafter defined) and upon receipt of the items described in paragraph 3(a) hereof, this Bond Purchase Agreement shall be in full force and effect in accordance with its terms and shall be binding upon the City and the Underwriters. If this offer is not so accepted and the Letters of Representations and other items described in Section 3(a) are not so received, this offer is subject to withdrawal by the Underwriters upon written notice delivered to the attention of the City Administrator of the City at the address referred to in paragraph 8 hereof at any time prior to such acceptance and delivery.

Concurrently with the issuance of the 2026A[&B] Bonds, the City is expected to issue its Health Care Facilities Variable Rate Revenue Bonds (Mayo Clinic), Series 2026C (the "**2026C Bonds**" and, together with the 2026A[&B] Bonds, the "**2026 Bonds**"). The 2026C Bonds are not being offered pursuant to this Bond Purchase Agreement.

The 2026A[&B] Bonds shall be issued in the aggregate principal amount, be dated, bear interest at the rates payable on the dates, mature, and be offered at the initial offering prices, and be subject to redemption prior to maturity, all as set forth in Exhibit A hereto. The 2026A[&B] Bonds will be issued pursuant to Minnesota Statutes, Sections 469.152 to 469.1655, as amended from time to time (the "**Act**"), a resolution adopted by the Common Council of the City on March 16, 2026 (the "**Resolution**"), and a

Trust Indenture dated as of December 1, 1987, as amended, supplemented, restated and otherwise modified from time to time (the "**Indenture**"), including by a Twenty-Seventh Supplemental Trust Indenture relating to the 2026A Bonds dated as of April 1, 2026 (the "[**Twenty-Seventh**] **Supplemental Indenture**") [and a Twenty-Eighth Supplemental Trust Indenture relating to the 2026B Bonds dated as of April 1, 2026 (the "**Twenty-Eighth Supplemental Indenture**" and, together with the Twenty-Seventh Supplemental Indenture, the "**Supplemental Indenture[s]**"), each] by and between the City and Computershare Trust Company, National Association, as trustee (the "**Trustee**").

The City will lend the proceeds of the 2026A[&B] Bonds to the Clinic, pursuant to an Amended and Restated Loan Agreement dated as of May 2, 1998, as amended, supplemented, restated and otherwise modified from time to time (the "**Loan Agreement**"), including by Amendment No. 28 relating to the 2026A Bonds dated as of April 1, 2026 (["**Amendment No. 28**") and Amendment No. 29 relating to the 2026B Bonds dated as of April 1, 2026 ("**Amendment No. 29**" and, together with Amendment No. 28,] the "**Loan Agreement Amendment[s]**"). The proceeds of the 2026 Bonds, together with other moneys available to the Clinic, will be used to (1) finance a portion of a project consisting generally of the demolition, construction, improvement and equipping of the Clinic's facilities in the City, including near and around 200 First Street SW, Saint Marys Hospital modernization and growth located at the 1200 to 1400 block of 2nd Street SW and other capital projects involving renovations, acquisition of equipment and construction at the Clinic facilities in the City including Mayo Clinic buildings at or near 200 First Street SW; Rochester Methodist Hospital at 201 West Center Street, and Saint Marys Hospital located at the 1200 to 1400 block of 2nd Street SW (collectively, the "**Project**"), and (2) pay certain costs of issuance of the 2026 Bonds.

The 2026A[&B] Bonds will be secured under the Indenture equally and ratably with the 2026C Bonds and certain revenue bonds of the City previously issued for the benefit of the Clinic (collectively, the "**Prior Parity Bonds**"). The Loan Agreement provides for the payment by the Clinic of amounts sufficient to pay when due the principal and purchase price of, premium, if any, and interest on the Prior Parity Bonds, the 2026 Bonds and such additional bonds as may be issued pursuant to the Indenture (the "**Additional Bonds**" and, collectively with the Prior Parity Bonds and the 2026 Bonds, the "**Bonds**"). Pursuant to the Indenture and as security for the 2026A[&B] Bonds, the City has granted to the Trustee a security interest in all of its rights under the Loan Agreement, except for the rights of the City to receive indemnity, notices, payment of expenses, and reimbursement of legal fees.

The Preliminary Official Statement dated [POS Date] (the "**Preliminary Official Statement**") relating to the 2026A[&B] Bonds and the Official Statement dated the date hereof (the "**Final Official Statement**") relating to the 2026A[&B] Bonds are sometimes referred to collectively as the "Official Statement."

The foregoing paragraphs of this Bond Purchase Agreement are intended to be descriptive only and not as a representation or warranty of the City.

1. Upon the terms and conditions and upon the basis of the representations herein and in the Letters of Representations, the Underwriters agree to purchase from the City, and the City agrees to sell to the Underwriters, all (but not less than all) of the 2026A[&B] Bonds at the purchase price set forth on Exhibit A hereto.

(a) At or prior to 10:00 A.M., Eastern time, on April [__], 2026 or at such earlier or later time and date as shall be agreed upon by the parties hereto (the "**Closing Date**"), (i) the documents described in paragraph 5(g) hereof will be delivered at the offices of Dorsey & Whitney LLP, Minneapolis, Minnesota, or such other place as may be specified by the Underwriters and the City; (ii) the City will cause to be delivered to the Underwriters at The Depository Trust Company ("**DTC**") in New York, New York

the 2026A[&B] Bonds in fully registered form, duly executed and authenticated and in such authorized denominations as the Underwriters shall specify and registered in the name of Cede & Co., as nominee of DTC; and (iii) the Underwriters will accept such delivery and pay the purchase price of the 2026A[&B] Bonds in same-day funds to or to the order of the Trustee for the account of the City (collectively, the "**Closing**").

(b) The Underwriters intend to make an initial offering of the 2026A[&B] Bonds at the initial offering prices or yields set forth on the front cover page of the Final Official Statement; reserving, however, the rights to change such initial offering prices or yields as the Underwriters shall deem necessary in connection with the marketing of the 2026A[&B] Bonds (but in all cases subject to the provisions of Section 12 hereof) and to offer and sell the 2026A[&B] Bonds to certain dealers (including depositing the 2026A[&B] Bonds into investment trusts) and to others at concessions to be determined by the Underwriters (but in all cases subject to the provisions of Section 12 hereof).

2. The City represents and covenants to the Underwriters and the Clinic as follows:

(a) The City is a municipal corporation and political subdivision existing pursuant to its Home Rule Charter and under the Constitution and laws of the State of Minnesota.

(b) The Common Council of the City has duly adopted the Resolution.

(c) To its actual knowledge, the City is not in breach of or in default under any constitutional provision or applicable law or administrative rule or regulation of the City, the State of Minnesota, the United States, or any department, division, agency, or instrumentality of any thereof, including the Act, or any applicable court or administrative decree or order, or any loan agreement, note, ordinance, resolution, indenture, contract, agreement, or other instrument to which the City is a party or to which the City or any of its properties or assets otherwise is subject or bound, which breach or default would adversely affect the corporate existence, power or authority of the City, the issuance, sale, or delivery of the 2026A[&B] Bonds, the adoption of the Resolution, the execution or delivery of this Bond Purchase Agreement, the Supplemental Indenture[s], the Loan Agreement Amendment[s] and the 2026A[&B] Bonds (collectively, the "**City's Documents**"), or would materially and adversely affect the performance by the City of its obligations under the City's Documents; and no event has occurred and is continuing which, with the passage of time or the giving of notice or both, would constitute such a breach or default; and the adoption of the Resolution, the issuance of the 2026A[&B] Bonds, the execution and delivery of the City's Documents, and compliance with the provisions thereof applicable to the City, will not conflict with or constitute a breach of or default under any applicable court or administrative decree or order against or naming the City as a bound party, or any loan agreement, note, ordinance, resolution, indenture, contract, agreement, or other instrument to which the City is a party or to which the City or any of its properties or assets is otherwise subject or bound.

(d) No action, suit, proceeding, inquiry, or investigation, at law or in equity to which the City is a party, before or by any court, regulatory agency, public board or body, is pending or, to the actual knowledge of the City, threatened, against or directly involving the City, its officers or the members of the Common Council of the City, in any way questioning or affecting the corporate existence of the City, the organization of the Common Council of the City, or the titles of the officers of the City or said Council to their respective offices, or seeking to prohibit, restrain or enjoin the issuance, sale, execution or delivery of the 2026A[&B] Bonds, the loan of the proceeds of the 2026A[&B] Bonds to the Clinic or in any way contesting or affecting the power and authority of the City with respect to, or the validity or enforceability of, the Resolution or the City's Documents, or any action of the City contemplated by the City's Documents, or in any way contesting the completeness or accuracy of the Official Statement, or contesting the exclusion

of interest to be paid on the 2026A[&B] Bonds from gross income of the holders thereof for federal or State of Minnesota income tax purposes.

(e) The Resolution has not been amended and remains in full force and effect.

(f) The statements in the Preliminary Official Statement pertaining to the City under the captions "THE ISSUER", "ISSUER NOT LIABLE ON THE BONDS", and "LITIGATION – The Issuer" (collectively, the "**City Portion**") are true and correct in all material respects. The Preliminary Official Statement is an official statement deemed final by the City (but only with respect to the City Portion) as of its date for purposes of Rule 15c2-12 of the Securities Exchange Act of 1934, as amended (the "**Rule**").

(g) The City has not been notified of any listing or proposed listing by the Internal Revenue Service to the effect that the City is a bond issuer whose arbitrage certifications may not be relied upon.

(h) Upon request by, and at the sole expense of, the Underwriters, the City agrees to cooperate reasonably with the Underwriters and their counsel in any endeavor to qualify the 2026A[&B] Bonds for offering and sale under the securities or "blue sky" laws of such jurisdiction of the United States as the Underwriters may request; provided, however, that the City shall not be required with respect to the offer or sale of the 2026A[&B] Bonds to file written consent to suit or to file written consent to service of process in any jurisdiction.

(i) Any certificate signed by the Mayor or other authorized official of the City and delivered to the Underwriters shall be deemed a representation and warranty by the City to the Underwriters as to the statements made therein.

(j) The City shall take no action between the date hereof and the date of initial issuance of the 2026A[&B] Bonds which will cause any of the representations or warranties made in this Section 2 to be untrue as of the initial issuance of the 2026A[&B] Bonds.

3. (a) The Underwriters' obligation under this Bond Purchase Agreement to purchase the 2026A[&B] Bonds shall be subject to (i) the receipt by the Underwriters, prior to or simultaneously with the execution by the Underwriters of this Bond Purchase Agreement and the Letter of Representations from the Clinic in substantially in the form attached hereto as Exhibit E; and (ii) the receipt by the Underwriters of copies of the Final Official Statement relating to the 2026A[&B] Bonds as described in subsection 3(b) below; and (iii) satisfaction of the conditions set forth in Section 5 below. The City's obligations under this Bond Purchase Agreement to issue and sell the 2026A[&B] Bonds to the Underwriters shall be subject to the receipt by the City, prior to or simultaneously with the execution by the City of this Bond Purchase Agreement, from the Clinic, of the Letter of Representations substantially in the form attached hereto as Exhibit F (together with the Letter of Representations described in (a)(i) of this paragraph 3, the "**Letters of Representations**").

(b) The Final Official Statement prepared for use in the offering of the 2026A[&B] Bonds for sale will be supplied to the parties hereto as soon as it is available. In order to enable the Underwriters to comply with the Rule: (i) the Clinic has prepared the Preliminary Official Statement, which the City (but only with respect to the City Portion) and the Clinic deem final as of its date; (ii) the Clinic shall provide to the Underwriters sufficient quantities of the Final Official Statement (in such format as required by Rule G-32 of the Municipal Securities Rulemaking Board), which the City (but only with respect to the City Portion) and the Clinic deem complete as of its date, approved by authorized representatives or officers of the City and the Clinic within seven business days after the date of this Bond

Purchase Agreement but in any event sufficient time to accompany any confirmation that requires payment by any customer; and (iii) the City shall notify the Underwriters of any material developments known to the City with respect to the City during the period that the Final Official Statement is required to be delivered in connection with sales of the 2026A[&B] Bonds, which shall end on the earlier of 90 days from the end of the Underwriting Period (as defined below), or the time the Final Official Statement is available on EMMA, but in no case less than 25 days following the end of the Underwriting Period.

(c) After Closing, and until the earlier of (i) the date on which the Underwriters have informed the City that the Underwriters and all participating dealers have sold all the 2026A[&B] Bonds (which the Underwriters agree to promptly do) and (ii) the Closing Date (the "**Underwriting Period**"), the City will not adopt or distribute any amendment of or supplement to the Final Official Statement, except with the prior written consent of the Underwriters; and if any event relating to or affecting the City, the Clinic, the Project or the 2026A[&B] Bonds shall occur, the result of which shall make it necessary, in the reasonable opinion of the Underwriters, to amend or supplement the Final Official Statement in order to make it not misleading in light of the circumstances existing at that time, the City, upon request, will consent to the preparation and distribution of a reasonable number of copies of an amendment of or supplement to such Final Official Statement in form and substance satisfactory to the Underwriters, so that such Final Official Statement then will not contain any untrue statement of a material fact, or omit to state a material fact necessary to make the statements therein, in light of the circumstances existing at that time, not misleading.

4. By acceptance of this Bond Purchase Agreement, the City consents to the use by the Underwriters of the Official Statement, the Indenture and the Loan Agreement in connection with the offering and sale of the 2026A[&B] Bonds.

5. The Underwriters' obligation under this Bond Purchase Agreement to accept delivery of and pay for the 2026A[&B] Bonds at the Closing shall be subject to satisfaction of the following further conditions:

(a) The representations, covenants, and warranties of the City contained herein and the representations, covenants, and warranties of the Clinic contained in the Letters of Representations shall be true and correct in all material respects at the date of this Bond Purchase Agreement and at Closing.

(b) At or before the Closing there shall be executed and delivered each of the City's Documents, and all other agreements, certificates, financing statements and other documents relating to the 2026A[&B] Bonds required to effectuate the transactions contemplated in the City's Documents; and there shall be taken by the City, the Clinic and the other parties to this financing all such actions as are necessary to be executed and delivered or taken in order to consummate the transactions contemplated by this Bond Purchase Agreement.

(c) The City's Documents shall be delivered in substantially the forms previously submitted to the Underwriters, with changes therein only as shall be satisfactory to the Underwriters.

(d) No change in the Internal Revenue Code of 1986, as amended, or the regulations thereunder (the "**Code**"), no legislation in either House of the Congress of the United States, and no decision by a court or administrative body of competent jurisdiction shall have been enacted, promulgated or made, or shall be pending, which change, legislation or decision, directly or indirectly, materially and adversely affects, or may affect, the validity or enforceability of the Resolution, any of the City's Documents, the 2026A[&B] Bonds or the Letters of Representations, or the abilities of the parties thereto to perform each of their obligations thereunder, or any of the transactions contemplated thereby.

(e) There shall exist upon the Closing no event which, in the judgment of the Underwriters, either (i) makes untrue or incorrect in any material respect any statement or information contained in the Official Statement or (ii) is not reflected in the Official Statement but should be reflected therein in order to make the statements and information contained therein, in light of the circumstances under which they are made, not misleading.

(f) Between the date hereof and the Closing Date, the market price or marketability of the 2026A[&B] Bonds, at the initial offering prices as set forth on the cover page of the Official Statement:

(i) shall not have been materially adversely affected, in the judgment of the Underwriters (any judgment of a material adverse effect being evidenced by a written notice delivered to the City terminating the obligation of the Underwriters to accept delivery of and pay for the 2026A[&B] Bonds), by reason of any of the following:

(A) legislation introduced in or enacted by the House of Representatives or the Senate of the Congress of the United States, or recommended for passage by the President of the United States to the Congress of the United States, or favorably reported for passage or introduced by means of amendment or otherwise to either the House of Representatives or the Senate of the Congress of the United States by any committee of either such body to which such legislation has been referred for consideration, or a decision rendered by a court established under Article III of the Constitution of the United States or by a tax court of the United States, or a ruling, regulation, or order made or proposed by the Treasury Department of the United States or the Internal Revenue Service or other governmental agency having jurisdiction over the subject matter, or any other event occurred, the purpose or direct or indirect effect of which is or would be the imposition of federal income taxation upon revenues or other income of the general character derived by the City or by any similar body or the imposition of federal income taxation or any other federal taxation upon, or by reason of the receipt of, interest received on obligations of a general character similar to the 2026A[&B] Bonds, or an adverse effect upon the tax-exempt status of the Clinic under Sections 501(a) and 501(c)(3) of the Code or the regulations thereunder;

(B) any legislation, ordinance, rule, or regulation introduced in, or enacted by any governmental body, department, or agency in the City or the State of Minnesota, or a decision rendered by any court of competent jurisdiction within the State of Minnesota;

(C) a stop order, ruling, regulation, release or official statement (including a no-action or interpretive letter of the staff thereof) by, or on behalf of, the Securities and Exchange Commission or any other governmental agency having jurisdiction over the subject matter, proposed or made to the effect that the issuance, offering or sale of obligations of the general character of the 2026A[&B] Bonds is in violation of the securities laws of the United States, or would be in violation unless registered or otherwise qualified under any provisions of the Securities Act of 1933, as amended and as then in effect, or unless the City is registered under the Securities Exchange Act of 1934, as amended and as then in effect, or unless the Indenture or the Resolution is qualified under the Trust Indenture Act of 1939, as amended and as then in effect;

(D) any suspension of trading on the New York Stock Exchange or minimum or maximum prices for trading shall have been fixed and be in force, or maximum ranges for prices for securities shall have been required and be in force on the New York Stock Exchange or by order of the Securities and Exchange Commission or any other governmental authority having jurisdiction;

(E) legislation introduced in or enacted by the House of Representatives or the Senate of the Congress of the United States or a decision rendered by a court of the United States, or by executive order of the President of the United States, the effect of which is or would be that obligations of the general character of the 2026A[&B] Bonds are not exempt from registration under the Securities Act of 1933, as amended and as then in effect, or that the City or the Clinic is required to be registered under the Securities Exchange Act of 1934, as amended and as then in effect, or the Indenture or the Resolution is required to be qualified under the Trust Indenture Act of 1939, as amended and as then in effect;

(F) the imposition by any governmental authority or by any national securities exchange of material restrictions not in force as of the date hereof upon trading in securities generally or a material increase with respect to the extension of credit by, or the charge to the net capital requirements of, the Underwriters;

(G) the establishment of a general banking moratorium by federal, State of New York or State of Minnesota authorities, or an actual or imminent default or a moratorium in respect of payment of any U.S. Treasury bills, bonds or notes;

(H) the declaration of a war involving the United States, or the occurrence of any other national or international calamity or the escalation of any conflict involving the armed forces of the United States, including any new outbreak of hostilities or any material escalation in any present hostilities or other new national or international calamity, crisis or terrorist activity, affecting the financial markets of the United States;

(I) the occurrence or escalation of any national or international crisis (including financial crises), or of a financial crisis or a default with respect to the debt obligations of, or the institution of proceedings under the federal or the state bankruptcy laws by or against, the State of Minnesota, the City or any agency or instrumentality or either thereof;

(J) the occurrence of a default with respect to the debt obligations of, or the institution of proceedings under the federal bankruptcy laws by or against, any state of, or municipality having a population of over one million in, the United States;

(K) the occurrence of any event, including without limitation a change, or any development involving a prospective change in, or affecting particularly the business or properties of, the Clinic or its affiliates;

(L) any credit rating of the 2026A[&B] Bonds shall have been placed on negative watch, downgraded, suspended or withdrawn by any securities rating agency; or

(M) the occurrence of an event which requires an amendment or supplement to the Official Statement, including any event which, in the Underwriters' reasonable opinion, makes untrue, incorrect or misleading in any material respect any statement or information contained in the disclosure documents provided to the Underwriters in connection with the performance of its duties hereunder, or causes such documents to contain an untrue, incorrect or misleading statement of a material fact or to omit to state a material fact required to be stated therein or necessary to make the statements made therein, in light of the circumstances under which they were made, not misleading; and

(ii) shall not have been adversely affected in the judgment of the Underwriters (any judgment of an adverse effect being evidenced by a written notice delivered to the City terminating the obligations of the Underwriters to accept delivery of and pay for the 2026A[&B] Bonds), by failure of the Clinic (as determined in the Underwriters' respective sole discretion) to file consent to service of process or written consent to suit as may be requested by the Underwriters in connection with the qualification of the 2026A[&B] Bonds for sale under the securities or blue sky laws of any jurisdiction.

(g) At or prior to Closing, each of the Underwriters shall receive executed copies of each of the following documents, each in form and substance satisfactory to the Underwriters:

(i) The Resolution, certified by an authorized officer of the City as being a true copy of the Resolution adopted by the City and as being in full force and effect, without modification, amendment, or rescission (except as may have been approved in writing by the Underwriters);

(ii) With respect to the Clinic, the articles of incorporation certified by the Secretary of State of the State of Minnesota, the certificate of good standing of the Secretary of State of the State of Minnesota, the bylaws, the board resolutions and Clinic executive committee resolutions approving the transactions contemplated by this Bond Purchase Agreement (and any modifications, amendments, and rescissions thereof), and the determination or other similar letter pertaining to tax status of the Clinic, each certified by an officer of the Clinic, as being in full force and effect, without having been modified, amended or rescinded;

(iii) An opinion of Dorsey & Whitney LLP, as Bond Counsel, dated the Closing Date, upon which the Underwriters and the City are permitted to rely, in the form set forth in Appendix D attached to the Official Statement;

(iv) A supplemental opinion of Dorsey & Whitney LLP, dated the Closing Date and addressed to the Underwriters and the City, with respect to the matters set forth in Exhibit B attached hereto;

(v) An opinion or opinions of the Chief Legal Officer of the Clinic, or her designee, as counsel to the Clinic, dated the Closing Date, addressed to the Underwriters and the City, with respect to the matters set forth in Exhibit C attached hereto;

(vi) An opinion of Barnes & Thornburg LLP, as counsel to the Underwriters, dated the Closing Date and addressed to the Underwriters, with respect to the matters set forth in Exhibit D attached hereto;

(vii) A certificate, dated the Closing Date and signed by the Clinic and endorsed by special, limited endorsement of the City, setting forth expectations with respect to the application of proceeds of the 2026A[&B] Bonds and other affected moneys and such other matters as may be required by Bond Counsel to support the conclusion that the 2026A[&B] Bonds are not "arbitrage bonds" within the meaning of the Code;

(viii) A certificate, dated the Closing Date and signed by an authorized official of the Clinic, to the effect that each of the representations and warranties of the Clinic set forth in the Letters of Representations is true and correct on and as of the Closing Date as if given or made on such date;

(ix) An executed copy of the Continuing Disclosure Agreement dated as of April 1, 2026 (the "**Continuing Disclosure Agreement**");

(x) Executed copies of the City's Documents;

(xi) Specimen copies of the 2026A[&B] Bonds; and executed copies of all certificates, opinions, letters, agreements, and documents, including the Information Return for Private Activity Bond Issues, Internal Revenue Service Form 8038, delivered at Closing with respect to the 2026A[&B] Bonds, each duly executed by the parties thereto;

(xii) Letters of representations to DTC, signed by the City and the Trustee;

(xiii) Evidence of the long-term ratings of the 2026A[&B] Bonds of at least "[Aa2]" by Moody's Investors Service, Inc. ("**Moody's**"), and at least "[AA]" by S&P Global Ratings ("**S&P**"), none of which ratings shall have been suspended, withdrawn or revised downward prior to or at the time of Closing;

(xiv) An Officer's Certificate of the Clinic with respect to the issuance of the 2026A[&B] Bonds as required pursuant to Section 2.10(f) of the Indenture;

(xv) A certificate, dated the Closing Date and signed by an authorized officer of the Trustee, in form and substance satisfactory to the Underwriters and their counsel; and

(xvi) Such additional legal opinions, certificates, instruments, and other documents as the Underwriters or Bond Counsel may reasonably request to evidence, among other things, compliance with blue sky laws of any jurisdiction, the tax-exempt status of the 2026A[&B] Bonds, the truth and accuracy, as of the date hereof and as of the Closing Date, of the representations and warranties of the City contained herein and of the Clinic contained in the Letters of Representations and of the statements and information contained in the Official Statement and the due performance or satisfaction by the Clinic, the City, and other parties involved in this transaction, at or prior to Closing, of all agreements then to be performed and all conditions then to be satisfied by the Clinic, the City, and such other parties.

All of the opinions, letters, certificates, instruments, and other documents mentioned above or elsewhere in this Bond Purchase Agreement shall be deemed to be in compliance with the provisions hereof only if they are in form and substance satisfactory to the Underwriters. The performance of any or all obligations of the City, the Clinic, and the other parties to this transaction and the satisfaction of any and all conditions contained herein for the benefit of the Underwriters may be waived by the Underwriters in their sole discretion.

If there should be a failure to satisfy the conditions to the Underwriters' obligations contained in this Bond Purchase Agreement or if the Underwriters' obligations shall be terminated for any reason permitted by this Bond Purchase Agreement, this Bond Purchase Agreement shall terminate and the City, the Underwriters and the Clinic shall not have any further obligation hereunder or with respect hereto, except that the respective obligations to pay expenses, as provided in paragraph 7 hereof, and the obligations set forth in paragraph 9 hereof shall continue in full force and effect.

6. The City agrees and acknowledges that all representations, warranties, and covenants made by it herein, and in the certificates or other instruments delivered pursuant hereto or in connection herewith pertaining to its existence, creation, establishment, minutes, good standing, or to any action taken at its meetings, any litigation by or against it or any defaults by it on any of its obligations, shall be deemed to have been relied upon by the Underwriters and their counsel notwithstanding any investigation heretofore or hereafter made by or on behalf of the Underwriters or any persons who control the Underwriters, and that all representations, warranties, and covenants made by the City herein and

therein, and all of the Underwriters' rights hereunder and thereunder, shall survive delivery of the 2026A[&B] Bonds to the Underwriters.

7. (a) Any expenses incident to the performance of the City's obligations hereunder shall be paid from the proceeds of the 2026A[&B] Bonds or money made available by the Clinic including but not limited to: (i) fees of the City; (ii) the cost of the printing and distribution of the City's Documents and the Clinic's documents, the Official Statement, and any amendments thereto (in such reasonable quantities as may be requested by the Underwriters); (iii) the cost of the preparation, printing, and delivery of the 2026A[&B] Bonds; (iv) the fees and disbursements of Bond Counsel, counsel to the City and counsel to the Underwriters; (v) rating agency fees; (vi) the fees and disbursements of the Trustee; and (vii) fees and disbursements of any other counsel, accountants, experts or other consultants retained by the City or the Clinic.

(b) The Underwriters shall pay: (i) the cost of the preparation and printing of any amendment or supplement to the Official Statement resulting from a determination by the Underwriters to change the initial offering price set forth in the Official Statement; (ii) all advertising expenses in connection with the offering of the 2026A[&B] Bonds; (iii) the cost of the preparation, printing, and distribution of any blue sky and legal investment memoranda; and (iv) except as provided in subsection (a) all other expenses incurred by them in connection with the offering and distribution of the 2026A[&B] Bonds. Certain expenses of the Underwriters may be in the form of inclusion in the expense component of the Underwriters' discount.

8. Any notice or other communication to be given under this Bond Purchase Agreement may be given by delivering the same in writing as follows:

The City:

City of Rochester, Minnesota
City Hall
201 4th Street, S.E.
Rochester, Minnesota 55904-3742
Attention: City Administrator

The Clinic:

Mayo Clinic
200 First Street, S.W.
Rochester, Minnesota 55905
Attention: Treasurer
Phone: (507) 284-1713
Fax: (507) 284-5760

The Underwriters:

BofA Securities, Inc.
One Bryant Park, 12th Floor
New York, New York 10036
Attention: Robert A. Junqua
Phone: (646) 743-1350
Email: robert.junqua@bofa.com

Barclays Capital, Inc.
745 Seventh Avenue, 19th Floor
New York, New York 10019
Attention: Joe Hegner
Phone: (312) 609-8508
Email: joseph.hegner@barclays.com

J.P. Morgan Securities LLC
611 Woodward Ave, Floor MZ
Detroit, Michigan 48226
Attention: Meghan G. O'Keefe
Phone: (312) 890-6171
Email: meghan.g.okeefe@jpmorgan.com

9. (a) Pursuant to the Resolution, as hereby requested by the Underwriters and the Clinic, the City has consented and hereby consents to the distribution of the Official Statement (but only insofar as it relates to the 2026A[&B] Bonds of the City); provided, however, that the City hereby states, and the Underwriters and the Clinic hereby acknowledge and agree, that the City has not participated in the preparation of or reviewed, and will not participate in the preparation of or review of the Official Statement and that the City has made no independent investigation of the facts and statements provided therein (except for the information contained in the City Portion) and the City assumes (and the Underwriters and the Clinic covenant and agree that the City shall have) no liability with respect thereto (except for the information contained in the City Portion), including without limitation matters relating to the accuracy, completeness, or sufficiency of the Official Statement (except for the City Portion).

(b) Each Underwriter covenants that it will indemnify and hold harmless the City and each person, if any, that controls the City, as such term is defined in Section 15 of the Securities Act of 1933, as amended, and Section 20 of the Securities Exchange Act of 1934, as amended, against any and all judgments, losses, claims, damages, and/or liabilities arising or purportedly arising out of the statements contained in the Official Statement under the caption "UNDERWRITING" that is alleged to be untrue, incomplete or incorrect in any material respect, and the indemnification set forth in this Section 9(b) shall not extend to any negligence, fraud or willful misconduct by the City; provided, however, that the Underwriters acknowledge that the City has not participated in the preparation or the distribution of the Official Statement other than to approve the statements in the City Portion and that the City is not affirmatively undertaking any obligation or participation in registering, qualifying or offering the 2026A[&B] Bonds for sale. If any such claim shall be made or action brought against the City or any such controlling person, the City shall promptly notify the Underwriters in writing, setting forth the particulars of such claim or action, and the Underwriters shall assume the defense thereof, including the retention of legal counsel and the payment of all expenses, liabilities, and other costs of the City incident thereto or arising therefrom. In no event will each of the Underwriters' liability hereunder exceed its pro rata share of the total amount of the underwriting discount. If, in the reasonable determination of the City or any such controlling person, or their insurer, it is deemed desirable or necessary that the City or such controlling person retain separate legal counsel in connection with any such matter, the fees and expenses of such separate legal counsel shall be included within the costs indemnified pursuant to this subparagraph.

(c) For the sole benefit of the City (i) the Underwriters represent to the City that, in accordance with their responsibilities under the federal securities laws, the Underwriters have reviewed the Official Statement and, while the Underwriters do not guarantee the accuracy thereof, the Underwriters represent to the City that the Underwriters have a reasonable basis for their belief in the accuracy and completeness of the Official Statement's key representations and (ii) the Underwriters covenant that, in connection with the Underwriters' use or distribution of the Official Statement and their other activities

related to the sale or other marketing of the 2026A[&B] Bonds, the Underwriters have complied and shall comply in all material respects with all applicable requirements of federal and state securities, blue sky, broker-dealer, anti-fraud, or other applicable laws, including all regulations thereunder.

(d) The Clinic and the Underwriters hereby acknowledge and agree that the 2026A[&B] Bonds are special and limited obligations of the City payable solely from the revenues derived under the Loan Agreement.

(e) The Underwriters and the Clinic acknowledge and agree that under paragraph (b)(5) of the Rule the City is not an "obligated person" with respect to the 2026A[&B] Bonds, that neither the Underwriters nor the Clinic have requested the City to participate in the preparation or delivery of the Continuing Disclosure Agreement respecting the 2026A[&B] Bonds, and that the City shall have no responsibility or liability, and is hereby held harmless and indemnified therefrom by the Clinic, from any continuing disclosure respecting the 2026A[&B] Bonds or from any insufficiency of or default under said Continuing Disclosure Agreement.

(f) Notwithstanding any provision of this Bond Purchase Agreement to the contrary, all indemnifications of the City and other agreements respecting payment of costs of the City provided in this Bond Purchase Agreement, and all liabilities owing to the City as may arise pursuant to this Bond Purchase Agreement, shall not be subject to limitation (except with respect to the Underwriters, whose liability hereunder shall not exceed the amount of the underwriting discount) and shall survive expiration or termination of this Bond Purchase Agreement.

10. This Bond Purchase Agreement is made solely for the benefit of the City and the Underwriters (including the successors or assigns of any of said parties) and no other person, partnership, association, or corporation shall acquire or have any rights hereunder or by virtue hereof.

11. The City acknowledges and agrees that (i) the primary role of the Underwriters, as underwriters, is to purchase securities, for resale to investors, in an arm's length commercial transaction between the City and the Underwriters and the Underwriters have financial and other interests that differ from those of the City; (ii) each of the Underwriters is acting solely as a principal and is not acting as a municipal advisor, financial advisor or fiduciary to the City and has not assumed any advisory or fiduciary responsibility to the City with respect to the transactions contemplated hereby and the discussion, undertakings and procedures leading thereto (irrespective of whether the Underwriters have provided other services or are currently providing services to the City on other matters); (iii) the only obligations the Underwriters have to the City with respect to the transaction contemplated hereby expressly are set forth in this Bond Purchase Agreement; and (iv) the City has consulted its own financial and/or municipal, legal, accounting, tax and other advisors, as applicable, to the extent it has deemed appropriate. The City waives to the full extent permitted by applicable law any claims it may have against the Underwriters arising from an alleged breach of fiduciary duty in connection with the offering of the 2026A[&B] Bonds.

12. (a) The Underwriters agree to assist the City in establishing the issue price of the 2026A[&B] Bonds and shall execute and deliver to the City on the Closing Date an "issue price" or similar certificate, substantially in the form attached hereto as Exhibit G, together with the supporting pricing wires or equivalent communications, with such modifications as may be deemed or necessary, in the reasonable judgment of the Underwriter, the City and Bond Counsel, to accurately reflect, as applicable, the sales price or prices or the initial offering price or prices to the public of the 2026A[&B] Bonds.

(b) [Except as otherwise set forth in Exhibit G attached hereto,] the City will treat the first price at which 10% of each maturity [of a series of] the 2026A[&B] Bonds (the "10% test") is sold to the public as the issue price of that maturity. At or promptly after the execution of this Bond Purchase

Agreement, the Underwriters shall report to the City the price or prices at which it has sold to the public each maturity of Bonds. For purposes of this Section 12, if 2026A[&B] Bonds [of a series] mature on the same date but have different interest rates, each separate CUSIP number within that maturity will be treated as a separate maturity of the 2026A[&B] Bonds.

(c) The Underwriters confirm that the 2026A[&B] Bonds have been offered to the public on or before the date of this Bond Purchase Agreement at the specified offering price or prices (the "**initial offering price**"), or at the corresponding yield or yields, set forth in Exhibit G attached hereto, except as otherwise set forth therein. Exhibit G also sets forth, as of the date of this Bond Purchase Agreement, (i) any maturity at least 10% of which has first been sold to the public at the respective initial offering price and (ii) any maturity less than 10% of which has been sold to the public at the respective initial offering price (a "**Hold-the-Offering-Price Maturity**"). The Underwriters will neither offer nor sell 2026A[&B] Bonds of a Hold-the-Offering-Price Maturity to any person at a price that is higher than the respective initial offering price to the public during the period (the "**Holding Period**") starting on the Sale Date and ending on the earlier of the following:

(i) the close of the fifth business day after the Sale Date; and

(ii) the date on which the Members of the Distribution Group have sold at least 10% of that maturity to the public at one or more prices that are no higher than the initial offering price to the public.

(d) The Representative confirms that:

(i) any agreement among underwriters, any selling group agreement and each third-party distribution agreement (to which the Representative is a party) relating to the initial sale of the 2026A[&B] Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter, each dealer who is a member of the selling group and each broker-dealer that is a party to such third-party distribution agreement, as applicable:

(A) (1) to report the prices at which it sells to the 2026A[&B] Bonds of each maturity allocated to it, whether or not the Closing Date has occurred and whether such sales are to the public, until the Underwriters notify it that the Holding Period for that Maturity has concluded, and (2) to neither offer nor sell 2026A[&B] Bonds of a Hold-the-Offering-Price Maturity to any person at a price that is higher than the respective initial offering price during the applicable Holding Period;

(B) to promptly notify the Representative of any sales that, to such Underwriter's knowledge, are made to a purchaser who is a related party to an underwriter participating in the initial sale of the 2026A[&B] Bonds to the public (as such term being used as defined below); and

(C) to acknowledge that, unless otherwise advised by the Underwriter, dealer or broker-dealer, the Representative shall assume that each order submitted by the Underwriter, dealer or broker-dealer is a sale to the public.

(ii) any agreement among underwriters or selling group agreement relating to the initial sale of the 2026A[&B] Bonds to the public, together with the related pricing wires, contains or will contain language obligating each Underwriter or dealer that is a party to a third-party distribution agreement to be employed in connection with the initial sale of the 2026A[&B] Bonds to the public to require each broker-dealer that is a party to such third-party distribution agreement to (A) report the prices at which it sells to the public the unsold 2026A[&B] Bonds of each maturity allocated to it, whether or not the Closing Date has occurred, until either all 2026A[&B] Bonds of that maturity allocated to it have been

sold or it is notified by the Representative or such Underwriter or dealer that the 10% test has been satisfied as to the 2026A[&B] Bonds of that maturity, provided that, the reporting obligation after the Closing Date may be at reasonable periodic intervals or otherwise upon request of the Representative or such Underwriter or dealer, and (B) comply with the hold-the-offering-price rule, if applicable, if and for so long as directed by the Representative or the Underwriter or the dealer and as set forth in the related pricing wires.

The City acknowledges that, in making the representation set forth in this Section, the Underwriters will rely on the agreements described in this subsection (d). The City further acknowledges that each Member of the Distribution Group shall be solely liable for its failure to comply with its agreements described in this subsection (d) and that no Member of the Distribution Group shall be liable for the failure of any other Member of the Distribution Group to comply with its agreements.

(e) The Underwriters acknowledge that sales of any 2026A[&B] Bonds to any person that is a related party to a Member of the Distribution Group shall not constitute sales to the Public for purposes of this section. Further, for purposes of this section:

(i) "**public**" means any person other than a Member of the Distribution Group or a related party to a Member of the Distribution Group;

(ii) "**maturity**" means 2026A[&B] Bonds of a series with the same credit and payment terms;

(iii) "**Member of the Distribution Group**" means (A) any person that agrees pursuant to a written contract with the City (or with the Underwriters to form an underwriting syndicate) to participate in the initial sale of the 2026A[&B] Bonds to the Public and (B) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (A) to participate in the initial sale of the 2026A[&B] Bonds to the Public (including a member of a selling group or a party to a third-party distribution agreement participating in the initial sale of the 2026A[&B] Bonds to the Public);

(iv) A person is a "**related party**" to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (A) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (B) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (C) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other), and

(v) "**Representative**" means BofA Securities, Inc.

(vi) "**Sale Date**" means the date of execution of this Bond Purchase Agreement by all parties.

13. This Bond Purchase Agreement shall be governed by the laws of the State of New York.

14. This Bond Purchase Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The parties agree that the electronic signature of a party to this Bond Purchase Agreement shall be as valid as an original signature of such party and shall be effective to bind such party to this Bond Purchase

Agreement. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means or a digital signature of an authorized representative of any party provided by AdobeSign or DocuSign (or such other digital signature provider as specified by such party) in English and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message, then such signature is a valid and binding signature of the authorized representative of such party.

[Remainder of page intentionally left blank]

BOFA SECURITIES, INC.

By:_____
Name: _____
Title: Authorized Signatory

BARCLAYS CAPITAL, INC.

By:_____
Name: _____
Title: Authorized Signatory

J.P. MORGAN SECURITIES LLC

By:_____
Name: _____
Title: Authorized Signatory

Accepted on the date first
written above:

CITY OF ROCHESTER, MINNESOTA

By: _____
Name: Kim Norton
Title: Mayor

Attest:

By: _____
Name: Kelly Geistler
Title: City Clerk

EXHIBIT A
TERMS OF THE 2026A[&B] BONDS

Aggregate Principal Amount: 2026A Bonds: $[PAR A]
[2026B Bonds: $[PAR B]]

Purchase Price of 2026A[&B] Bonds:

	2026A Bonds	[2026B Bonds]	[2026A[&B] Bonds]
Aggregate Principal Amount	$[PAR A].00	[$[PAR B].00]	[$_____.00]
[Plus Original Issue Premium]			
[Less Original Issue Discount]			
Less Underwriters' Discount	(_____)	[(_____)]	[(_____)]
Purchase Price	**$_____**	**[$_____]**	**[$_____]**

Dated: Date of Delivery

Principal Amount, Maturity Date, Interest Rate, Yield, and Price:

2026A Bonds

Serial Bonds

Maturity Date (May 15)	Principal Amount	Interest Rate	Yield*	Price*

Term 2026A Bonds

$[_____] [_____]% Term Bond due May 15, 20[__], Priced* at [_____]% to Yield* [_____]%

$[_____] [_____]% Term Bond due May 15, 20[__], Priced* at [_____]% to Yield* [_____]%

Priced to first optional redemption date of May 15, 20[__].

[2026B Bonds

Term 2026B Bond

Maturity Date (May 15)	Last Day of Initial Long-Term Interest Rate Period	Initial Long-Term Rate Mandatory Purchase Date	Initial Long-Term Rate	Yield*	Price*
20__	_____, 20__	_____, 20__	[_____]%	[___]%	[_____]%

_____

**Priced to first optional redemption date of May 15, 20[__].*]

Interest Payment Dates: Each May 15 and November 15, commencing November 15, 2026.

Redemption Provisions:

Optional Redemption or Purchase of the 2026A Bonds. During the Initial Fixed Period, the 2026A Bonds are subject to optional redemption or purchase, in whole or in part, on any date on or after May 15, 20[__] (and if in part, from the stated maturity or maturities selected by the Clinic and by any random means within a specific stated maturity), at a price equal to the principal amount thereof plus accrued interest to the date of redemption or purchase.

[*Optional Redemption of the 2026B Bonds.* During the Initial Long-Term Interest Rate Period, the 2026B Bonds are subject to redemption prior to their Maturity Date, at the option of the Clinic, in whole or in part, in such amounts as may be specified by the Clinic, (a) at any time on or after May 15, 20[__], which is six months preceding the initial Long-Term Rate Mandatory Purchase Date with respect to the 2026B Bonds at the redemption prices (expressed as a percentage of principal amount) to be set forth in the Twenty-Eighth Supplemental Indenture, plus interest accrued thereon, if any, to the date fixed for redemption; and (b) on the initial Long-Term Rate Mandatory Purchase Date with respect to the 2026B Bonds at a redemption price equal to the principal amount thereof, without premium, plus interest accrued thereon, if any, to the date fixed for redemption.]

Extraordinary Optional Redemption of the 2026A[&B] Bonds. The 2026A[&B] Bonds are subject to extraordinary optional redemption prior to maturity in part at any time, at the option of the Clinic, in the event of damage, destruction, or condemnation (or conveyance in lieu of condemnation) of all or any part of the property of the Clinic and its affiliates in or around the City (the "Rochester Property"), such redemption to be made with the net proceeds of hazard insurance or any award received as a result of such condemnation (or conveyance in lieu thereof). The 2026A[&B] Bonds are subject to extraordinary optional redemption prior to maturity in whole at any time following an event of damage, destruction or condemnation (or conveyance in lieu of condemnation) of all or any part of the Rochester Property, if the Clinic's Board of Trustees in good faith determines that the continued operation of the Rochester Property following such damage, destruction or condemnation is impracticable, uneconomical or undesirable for any reason. Any extraordinary optional redemption of 2026A[&B] Bonds will be at a redemption price equal to 100% of the principal amount of 2026A[&B] Bonds being redeemed, plus interest accrued to the date fixed for redemption plus, to the extent required to be paid in accordance with a Bondholder Agreement, the make-whole or termination fee, as provided in such agreement, or breakage fee, as applicable.

Mandatory Sinking Fund Redemption of the 2026A[&B] Bonds. The 2026A Bonds maturing on May 15, 20[__] and May 15, 20[__] [and the 2026B Bonds maturing on May 15, 20[__]] are subject to redemption in part prior to their stated maturity from Sinking Fund Installments on the dates set forth below

at the redemption price of 100% of the principal amount to be redeemed plus accrued interest to the redemption date and without premium.

2026A Bonds Maturing
May 15, 20[__]

Year	Sinking Fund Installment
20__	$[_____]
20__†	[_____]

† Final Maturity

2026A Bonds Maturing
May 15, 20[__]

Year	Sinking Fund Installment
20__	$[_____]
20__	[_____]
20__†	[_____]

[2026B Bonds Maturing
May 15, 20[__]]

Year	Sinking Fund Installment
20__	$[_____]
20__	[_____]
20__†	[_____]

† Final Maturity**]**

Purchase in Lieu of Redemption. The 2026A[&B] Bonds are subject to purchase by the Clinic in lieu of optional redemption on any date on which the 2026A[&B] Bonds otherwise would be subject to optional redemption, at a purchase price equal to the redemption price therefor.

[*Optional Tender/Put of the 2026B Bonds.* The Bondholders shall have the option to require the City to repurchase the 2026B Bonds prior to maturity at any time on and after [_____], 20[__], in whole or in part, at a price equal to 100% of the principal amount of the 2026B Bonds plus accrued interest to the date of repurchase.]

Capitalized terms used in this Exhibit A and not otherwise defined have the meanings given such terms in the Bond Purchase Agreement or the Indenture, as supplemented by the Supplemental Indenture[s].

EXHIBIT B
SUPPLEMENTAL OPINION OF BOND COUNSEL

[Closing Date]

BofA Securities, Inc.
New York, New York

J.P. Morgan Securities LLC
New York, New York

City of Rochester, Minnesota
Rochester, Minnesota

Barclays Capital Inc.
New York, New York

Re: $[PAR A] Health Care Facilities Revenue Bonds
(Mayo Clinic), Series 2026A
City of Rochester, Minnesota

[$[PAR B] Health Care Facilities Revenue Bonds
(Mayo Clinic), Series 2026B
City of Rochester, Minnesota]

Ladies and Gentlemen:

This opinion is given in accordance with paragraph 5(g)(iv) of the Bond Purchase Agreement dated [BPA Date] (the "Bond Purchase Agreement"), among the City of Rochester, Minnesota (the "City"), and BofA Securities, Inc., J.P. Morgan Securities LLC, and Barclays Capital Inc., as the underwriters (collectively, the "Underwriters"), of the City's [(i)] $[PAR A] aggregate principal amount of Health Care Facilities Revenue Bonds (Mayo Clinic), Series 2026A[, and (ii) $[PAR B] aggregate principal amount of Health Care Facilities Revenue Bonds (Mayo Clinic), Series 2026B] ([together,] the "Bonds"). Terms used herein with initial letters capitalized but not defined herein have the meaning assigned such terms by the Bond Purchase Agreement.

For purposes of this opinion, we have reviewed copies of (i) the Indenture, (ii) the Loan Agreement, (iii) the Bond Purchase Agreement, (iv) certain sections of the Preliminary Official Statement and the Official Statement, (v) the Resolution, and (vi) such other matters as we have deemed necessary.

Based upon the foregoing, and assuming the authenticity of the documents examined by us, the genuineness of the signatures thereon and the accuracy of the facts stated therein, we are of the opinion that:

1. The Common Council of the City has duly adopted the Resolution, and the City has duly authorized the issuance and sale to the Underwriters of the Bonds, the loan of the proceeds of the Bonds to Mayo Clinic (the "Borrower"), the execution and delivery of the City's Documents and the Loan Agreement, and the use by the Underwriters of the Preliminary Official Statement and the Official Statement.

2. The Bond Purchase Agreement has been duly executed and delivered by the City and, assuming the due authorization, execution and delivery thereof by the other parties thereto, constitutes a valid and binding agreement of the City enforceable in accordance with its terms, subject to bankruptcy, reorganization, moratorium or other laws relating to or affecting the enforcement of creditors' rights generally and subject to the availability of equitable remedies.

3. No consent, approval, authorization or order of any governmental or regulatory authority, not already obtained, is required to be obtained by the City as a condition precedent to the issuance and sale of the Bonds, the loan of the proceeds of the Bonds to the Borrower, the execution and delivery of the City's Documents or the performance by the City of its obligations thereunder (provided no opinion is given as to any action required under federal, Minnesota or other state securities or Blue Sky laws in connection with the purchase or distribution of the Bonds by the Underwriters).

4. It is not necessary in connection with the sale of the Bonds to the public to register the Bonds under the Securities Act of 1933, as amended, or to qualify the Resolution or the Indenture under the Trust Indenture Act of 1939, as amended.

5. The information contained in the Preliminary Official Statement and the Official Statement on the cover page thereof and under the headings "INTRODUCTORY STATEMENT," "THE SERIES 2026A[&B] BONDS" (excluding the material under "- Book-Entry System"), "SECURITY FOR THE SERIES 2026A[&B] BONDS" and in Appendix C to the Official Statement, insofar as such statements purport to summarize certain provisions of the Indenture, the Loan Agreement, or the Bonds, are accurate summaries thereof, and the information contained in the Preliminary Official Statement and the Official Statement under the heading "TAX CONSIDERATIONS" conforms in all material respects with the corresponding portions of our opinion as Bond Counsel.

Very truly yours,

EXHIBIT C
OPINIONS OF COUNSEL TO THE CLINIC

[Closing Date]

Computershare Trust Company, National Association,
as Trustee
Minneapolis, Minnesota

Dorsey & Whitney LLP
Minneapolis, Minnesota 55402

BofA Securities, Inc.
New York, New York

J.P. Morgan Securities LLC
New York, New York

City of Rochester, Minnesota
Rochester, Minnesota

Barclays Capital Inc.
New York, New York

Re: $[PAR A] Health Care Facilities Revenue Bonds
(Mayo Clinic), Series 2026A
City of Rochester, Minnesota

[$[PAR B] Health Care Facilities Revenue Bonds
(Mayo Clinic), Series 2026B
City of Rochester, Minnesota]

Ladies and Gentlemen:

I, the Chief Legal Officer for Mayo Clinic (the "Borrower"), am delivering this opinion in accordance with Section 5(g)(v) of the Bond Purchase Agreement dated [BPA Date] (the "Bond Purchase Agreement") among the City of Rochester, Minnesota (the "Issuer"), and BofA Securities, Inc., J.P. Morgan Securities LLC, and Barclays Capital Inc., as the underwriters for the above-captioned bonds (the "Bonds"). Capitalized terms used in this opinion and not otherwise defined have the meanings set forth in the Bond Purchase Agreement.

I have examined such corporate records, certificates and other documents and reviewed such questions of law as I have considered necessary or appropriate for the purposes of this opinion. On the basis of such examination and review, I advise you that, in my opinion:

1. The Borrower is a nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State of Minnesota, with full legal right, power and authority to conduct its businesses substantially as presently conducted, to execute, deliver, and perform its obligations under the Loan Agreement, the Letters of Representations, the Continuing Disclosure Agreement, and the other certificates, documents and agreements of the Borrower executed by the Borrower in connection with the issuance of the Bonds and the loan of the proceeds thereof.

2. The Borrower is exempt from federal income tax under Section 501(a) of the Internal Revenue Code of 1986, as amended (the "Code"), by virtue of being an organization described in Section 501(c)(3) of the Code, other than taxation of unrelated business income subject to taxation under Section 511 of the Code, and is not a "private foundation" as defined in Section 509(a) of the Code.

3. To the best of my knowledge after diligent inquiry, the Borrower has no "unrelated business taxable income" from any source which could have a material adverse effect on its status as an organization described in Section 501(c)(3) of the Code or its exemption from federal income taxation under Section 501(a) of the Code or which, if such income were subject to federal income taxation, would have a material adverse effect on the combined condition, financial or otherwise, of the Borrower and, for purposes of Section 145(a) of the Code, the activities to be carried on by the Borrower in connection with the use of the facilities financed with proceeds of the Bonds will not constitute an unrelated trade or business of the Borrower under Section 513(a) of the Code.

4. Amendment No. 28, [Amendment No. 29,] the Letters of Representation and the Continuing Disclosure Agreement have been duly authorized, executed, and delivered on behalf of the Borrower and each of these, together with the Loan Agreement, are legal, valid, and binding obligations of the Borrower enforceable against the Borrower in accordance with their respective terms, except as enforceability may be limited by bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally, and except as the enforceability of the indemnifications set forth therein may be limited by principles of public policy.

5. The undertaking of the Project and the execution and delivery of Amendment No. 28, [Amendment No. 29,] the Letters of Representation and the Continuing Disclosure Agreement by the Borrower and the approval by the Borrower of the Bond Purchase Agreement, the Indenture, the Bonds, the Preliminary Official Statement, and the Official Statement, and compliance by the Borrower with the provisions thereof, do not and will not conflict with or constitute a breach of or a default under the provisions of the articles of incorporation, by-laws or resolutions of the Borrower and will not in any material respect constitute on the part of the Borrower a breach or default under any indenture, deed of trust, document, mortgage, lease, sublease, agreement or other instrument to which the Borrower is a party or by which it or its properties are bound, and, to the best of my knowledge after diligent inquiry, do not materially conflict with, violate, or result in a breach of any existing law, public administrative rule or regulation, judgment, court order or consent decree to which the Borrower is subject.

6. To the best of my knowledge after diligent inquiry, neither the Borrower nor its affiliates is in material breach of or in default under (a) any existing law, ordinance, court or administrative regulation, decree or order, or (b) any agreement, indenture, deed of trust, document, mortgage, lease, sublease, or other instrument to which it is a party or by which it or any of its properties are bound, which breach or default would affect adversely the undertaking of the Project, the validity or enforceability against the Borrower of each of the Loan Agreement, the Letters of Representation or the Continuing Disclosure Agreement, or would affect materially and adversely the financial condition, operations, or properties of the Borrower and its affiliates or the ability of the Borrower to perform its obligations thereunder or to carry out and consummate the transactions contemplated by the Bond Purchase Agreement and the Official Statement. To the best of my knowledge after diligent inquiry, no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute a breach or default of the nature described in the preceding sentence.

7. Except as is disclosed in the Official Statement, to my knowledge after diligent inquiry, there is no, action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending, threatened against, or affecting the Borrower or its affiliates (a) contesting the corporate existence, tax-exempt status or powers of the Borrower or the titles of their respective directors and officers to their respective offices, (b) contesting the validity of, the power of the Borrower to execute and deliver, or affecting the enforceability of the Loan Agreement, the Letters of

Representation, the Continuing Disclosure Agreement or any of the other instruments pertaining to the transactions described in the Bond Purchase Agreement and the Official Statement to which the Borrower is a party, or contesting or affecting the power of the Borrower to consummate the transactions contemplated in such documents or to undertake the Project, (c) contesting in any way the completeness or accuracy of the Official Statement, or (d) wherein an unfavorable decision, ruling, or finding would materially adversely affect the operations, properties or consolidated financial position of the Borrower or its affiliates.

8. The Borrower has received and there remain in full force and effect all governmental consents, permits, licenses and approvals, including certificates of need, that would constitute a condition precedent to, or the lack of which would materially adversely affect, the performance by the Borrower of its obligations under the Loan Agreement, the Letters of Representation or the Continuing Disclosure Agreement and to undertake the Project, except for those governmental consents, permits, licenses and approvals that are not required to be obtained as of the date hereof. However, I know of no matter presently existing that would prohibit any material governmental consents, permits, licenses and approvals that have not yet been obtained from being obtained in a timely manner as required.

9. Nothing has come to my attention that would lead me to believe that the information in the Preliminary Official Statement, as of its date or as of the date of the Bond Purchase Agreement, and the Official Statement, as of its date or as of the date hereof, (excluding the statements under the captions "THE ISSUER," "ISSUER NOT LIABLE ON THE BONDS," "TAX CONSIDERATIONS," "THE BONDS – Book-Entry System," "Underwriting" and "LITIGATION – The Issuer", Appendix C, Appendix D and financial and statistical data included in the Official Statement, as to which no opinion is expressed) contained or contains an untrue statement of a material fact or omitted or omits to state a material fact that is required to be stated therein or is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading.

This opinion is limited in its entirety to the laws of the State of Minnesota and of the United States of America. This opinion may not be relied upon by any persons to whom it is not addressed.

Very truly yours,

Sally Anne Brown
Chief Legal Officer

EXHIBIT D
OPINION OF COUNSEL TO THE UNDERWRITERS

[Closing Date]

BofA Securities, Inc.
One Bryant Park, 12th Floor
New York, New York 10036

Barclays Capital, Inc.
745 Seventh Avenue, 19th Floor
New York, New York 10019

J.P. Morgan Securities LLC
611 Woodward Ave, Floor MZ
Detroit, Michigan 48226

Re: $[PAR A] City of Rochester, Minnesota Mayo Clinic Health Care Facilities Revenue Bonds (Mayo Clinic), Series 2026A [and $[PAR B] City of Rochester, Minnesota Mayo Clinic Health Care Facilities Revenue Bonds (Mayo Clinic), Series 2026B]

Ladies and Gentlemen:

We have acted as counsel to BofA Securities, Inc., J.P. Morgan Securities LLC, and Barclays Capital Inc. (collectively, the "Underwriters"), in connection with your purchase of the above-captioned bonds (the "Bonds"), pursuant to a Bond Purchase Agreement dated [BPA Date] (the "Bond Purchase Agreement"), among the City of Rochester, Minnesota (the "City") and the Underwriters. Unless otherwise defined herein, capitalized terms have the meanings ascribed to them in the Bond Purchase Agreement.

In connection with our engagement, we have examined originals or copies, certified or otherwise identified to our satisfaction as being true copied, of the documents delivered on the date hereof, pursuant to the Bond Purchase Agreement, including the Preliminary Official Statement dated [POS Date] (the "Preliminary Official Statement") and the Official Statement dated [BPA Date] (the "Official Statement") relating to the Bonds, and such other matters an law as we deemed necessary. We also have reviewed, and believe the Underwriters reasonably may rely upon, the opinions delivered to the Underwriters today pursuant to the Bond Purchase Agreement.

Based upon the forgoing, we are of the opinion that:

1. The documents and opinions delivered on the date hereof satisfy the conditions precedent to the obligation of the Underwriters to purchase and pay for the Bonds, as set forth in the Bond Purchase Agreement.

2. The offer and sale of the Bonds is exempt from registration under the Securities Act of 1933, as amended, and the Indenture is not required to be qualified under the Trust Indenture Act of 1939, as amended.

3. The Continuing Disclosure Agreement complies with the requirements of paragraph (b)(5) of Rule 15c2-12 promulgated pursuant to the Securities Exchange Act of 1934, as amended, in effect as of the date hereof.

We are not passing upon and do not assume any responsibility for the accuracy, completeness or fairness of any of the statements in the Preliminary Official Statement and the Official Statement and make no representation that we have independently verified the accuracy, completeness or fairness of any such statements. However, to assist the Underwriters in their investigation concerning the Preliminary Official Statement and the Official Statement, certain of our lawyers responsible for this matter have reviewed certain documents and have participated in conferences in which the contents of the Preliminary Official Statement and the Official Statement and related matters were discussed. During the course of our work on this matter, nothing has come to our attention that leads us to believe that the Preliminary Official Statement, as of its date or as of the date of the Bond Purchase agreement, and the Official Statement, as of its date or as of this date, contained or contains any untrue statement of a material fact or omitted or omits to state any material fact necessary in order to make the statements made in the Preliminary Official Statement and the Official Statement, in light of the circumstances under which they were made, not misleading; provided, however, we express no belief or view as to (a) offering price, interest rate, selling compensation, aggregate principal amount, principal amounts per maturity, delivery date and ratings omitted from the Preliminary Official Statement; (b) expressions of opinion, assumptions, financial, budgetary and all other projections, financial statements, CUSIP numbers and other financial, numerical, economic, demographic, statistical or accounting data, or information or assessments of or reports on the effectiveness of internal control over financial reporting contained in the Preliminary Official Statement and the Official Statement, including in any Appendices thereto, (c) any information or statements relating to the book-entry-only system, The Depository Trust Company and information included under the caption "THE BONDS – Book-Entry System", and (d) the financial statements of the Clinic included in Appendix B of the Official Statement.

Reference in this letter to "our lawyers responsible for this matter" refers only to those lawyers now with this firm who rendered legal services in connection with our representation of the Underwriters in this matter.

We are furnishing this letter to the Underwriters solely for their benefit. We disclaim any obligation to update this letter. This letter is not to be used, circulated, quoted or otherwise referred to or relied upon for any other purpose or by any other person. This letter is not intended to, and may not, be relied upon by holders of the Bonds or any party who is not one of the Underwriters.

Very truly yours,

EXHIBIT E
LETTER OF REPRESENTATIONS TO THE UNDERWRITERS

[BPA Date]

BofA Securities, Inc.
One Bryant Park, 12th Floor
New York, New York 10036

Barclays Capital, Inc.
745 Seventh Avenue, 19th Floor
New York, New York 10019

J.P. Morgan Securities LLC
611 Woodward Ave, Floor MZ
Detroit, MI 48226

Ladies and Gentlemen:

The City of Rochester, Minnesota (the "**City**") and Mayo Clinic (the "**Clinic**") are parties to an Amended and Restated Loan Agreement dated as of May 2, 1998, as previously amended and supplemented (as so amended and supplemented, the "**Existing Loan Agreement**"), and as further amended and supplemented by Amendment No. 28 dated as of April 1, 2026 ("**Amendment No. 28**") [and Amendment No. 29 dated as of April 1, 2026 ("**Amendment No. 29**")]. The Existing Loan Agreement, as so amended and supplemented, is referred to as the "**Loan Agreement**" herein Pursuant to the Loan Agreement, the City is lending to the Clinic the proceeds of the City's [(i)] $[PAR A] principal amount of Health Care Facilities Revenue Bonds (Mayo Clinic), Series 2026A[, and (ii) $[PAR B] principal amount of Health Care Facilities Revenue Bonds (Mayo Clinic), Series 2026B] ([together,] the "**2026A[&B] Bonds**"). Concurrently with the issuance of the 2026A[&B] Bonds, the City is issuing its Health Care Facilities Variable Rate Revenue Bonds (Mayo Clinic), Series 2026C (the "**2026C Bonds**" and, together with the 2026A[&B] Bonds, the "**2026 Bonds**"). The 2026 Bonds are being issued for the purpose and (together with other moneys) will be used to (1) finance the demolition, construction, improvement and equipping of the Clinic's facilities in the City, including near and around 200 First Street SW, Saint Marys Hospital modernization and growth located at the 1200 to 1400 block of 2nd Street SW and other capital projects involving renovations, acquisition of equipment and construction at the Clinic facilities in the City including Mayo Clinic buildings at or near 200 First Street SW; Rochester Methodist Hospital at 201 West Center Street, and Saint Marys Hospital located at the 1200 to 1400 block of 2nd Street SW (collectively, the "**Project**"), and (2) pay certain costs of issuance of the 2026 Bonds.

The 2026A[&B] Bonds are to be sold to BofA Securities, Inc., Barclays Capital, Inc. and J.P. Morgan Securities LLC (collectively, the "Underwriters" and each an "Underwriter") by the City pursuant to a Bond Purchase Agreement dated the date hereof (the "Bond Purchase Agreement") between the City and the Underwriters. Capitalized terms used but not defined herein shall have the meanings ascribed to them by the Bond Purchase Agreement.

In connection with the issuance of the 2026 Bonds, the Clinic will enter into a Continuing Disclosure Agreement dated as of April 1, 2026 (the "**Continuing Disclosure Agreement**") with the Trustee to assist the Underwriters in complying with their obligations under Rule 15c2-12 of the Securities Exchange Act of 1934, as amended ("Rule").

To induce you to enter into the Bond Purchase Agreement and to make the offering of the 2026A[&B] Bonds contemplated therein, the Clinic represents, warrants and agrees with you as follows:

(a) The Clinic is a nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State of Minnesota, with full legal right, power, and authority to conduct its businesses substantially as presently conducted, to execute, deliver, and perform its obligations under Amendment No. 28, [Amendment No. 29,] the Loan Agreement, the Continuing Disclosure Agreement, this Letter of Representations, and such other certificates, documents, and agreements as may be required in connection with the issuance and sale of the 2026A[&B] Bonds and the loan of the proceeds thereof.

(b) The Clinic is exempt from federal income tax under Section 501(a) of the Code by virtue of being an organization described in Section 501(c)(3) of the Code, and is not a "private foundation" as defined in Section 509(a) of the Code. The Clinic has not impaired its status, and for so long as any of the 2026A[&B] Bonds remain outstanding will not take or permit to be taken any action reasonably within its power to control which would impair its status, as an exempt organization. The proceeds of the 2026A[&B] Bonds will not be used by the Clinic with respect to a trade or business which is an unrelated trade or business within the meaning of Section 513(a) of the Code.

(c) The Board of Trustees and the Board of Governors of the Clinic have duly adopted resolutions authorizing the transactions referred to in this Letter of Representations. Such resolutions remain in full force and effect and have not been revoked or modified in any respect.

(d) The Loan Agreement and the Continuing Disclosure Agreement will be, when executed and delivered, and the Existing Loan Agreement and this Letter of Representations are, legal, valid, and binding obligations of the Clinic enforceable against the Clinic in accordance with their respective terms, except as enforceability may be limited by equitable principles, or by bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally, and except as the enforceability of the indemnification set forth in this Letter of Representation may be limited by principles of public policy.

(e) The execution and delivery of this Letter of Representations and the approval by the Clinic of the Bond Purchase Agreement, the Indenture, the 2026A[&B] Bonds, and the Official Statement, do not, and the execution and delivery of Amendment No. 28, [Amendment No. 29,] and compliance by the Clinic with the provisions thereof, of the Loan Agreement and the Continuing Disclosure Agreement and hereof, and the undertaking of the Project, will not, conflict with or constitute a material breach of or a default under the provisions of the articles of incorporation or by-laws of the Clinic or any existing law, court or administrative regulation, judgment, decree or order, or any agreement, indenture, mortgage, lease, sublease, or other instrument to which the Clinic is a party or by which it or its properties are bound.

(f) Neither the Clinic nor its affiliates is in material breach of or in default under any existing law, ordinance, court or administrative regulation, decree, or order, or any agreement, indenture, mortgage, lease, sublease or other instrument to which it is party or by which it or any of its properties are bound, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute such a breach or default, which breach or default would affect adversely the validity or enforceability against the Clinic of the Loan Agreement, the Continuing Disclosure Agreement or this Letter of Representations, or would affect materially and adversely the financial condition, operations, or properties of the Clinic and its affiliates or the ability of the Clinic to perform its obligations hereunder or thereunder or to carry out and consummate the transactions contemplated by the Bond Purchase Agreement and the Official Statement.

(g) Except as is disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to the best knowledge of the Clinic, threatened against or affecting the Clinic or its affiliates (i) contesting the corporate existence, tax-exempt status, or powers of the Clinic or the titles of its directors, trustees and officers to their respective offices, (ii) contesting the validity of, the power of the Clinic to execute and deliver, or affecting the enforceability against the Clinic of, Amendment No. 28, [Amendment No. 29,] the Loan Agreement, the Continuing Disclosure Agreement, this Letter of Representations or any of the other instruments pertaining to the transactions described in the Bond Purchase Agreement to which the Clinic is a party, or contesting or affecting the power of the Clinic to undertake the Project or to consummate the transactions contemplated in such documents, (iii) contesting in any way the completeness or accuracy of the Official Statement, or (iv) wherein an unfavorable decision, ruling or finding would materially adversely affect the operations, properties or financial position of the Clinic and its affiliates.

(h) The Clinic has received and there remains in full force and effect (i) all material permits, licenses, accreditations, and certifications (including certificates of need) necessary to conduct the business of the Clinic and its affiliates substantially as it presently is being conducted, the lack of which would materially adversely affect the performance by the Clinic of its obligations hereunder or under the Continuing Disclosure Agreement or the Loan Agreement, except those that are not required to be obtained as of the date hereof; and (ii) all material governmental consents, licenses, permits and approvals that would constitute a condition precedent to, or the lack of which would materially adversely affect, the performance by the Clinic of its obligations hereunder or under the Continuing Disclosure Agreement or the Loan Agreement, or the undertaking of the Project except those that are not required to be obtained as of the date hereof. The Clinic knows of no matter presently existing that would prohibit any material permits, licenses and approvals which have not yet been obtained from being obtained in a timely manner as required.

(i) The Official Statement (excluding the information under the captions "THE BONDS – Book-Entry System," "UNDERWRITING," and the City Portion, as to which no representation is made) did not (as of its date), does not (as of the date hereof) and upon the Closing will not contain any untrue statement of a material fact or omit to state a material fact that is required to be stated therein or is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Preliminary Official Statement is an official statement deemed final by the Clinic as of its date for purposes of the Rule.

(j) Except as may be set forth in the Official Statement, subsequent to December 31, 2024, the Clinic has not incurred any material liabilities, direct or contingent, nor has there been any material adverse change in its financial position, results of operations or condition, financial or otherwise, whether or not arising from transactions in the ordinary course of business.

(k) The Clinic ratifies, authorizes and approves the use by the Underwriters of copies of the Loan Agreement, the Indenture, the Continuing Disclosure Agreement and the Official Statement in connection with the offering and sale of the 2026A[&B] Bonds. The Clinic agrees to approve the Official Statement in such final form as soon as possible. The Clinic agrees to cooperate with the City to provide to the Underwriters, within seven Business Days of the date hereof but no later than the day prior to the day of the Closing, sufficient copies of the Official Statement (in such format as required by Rule G-32 of the Municipal Securities Rulemaking Board ("Rule G-32"), which the Clinic deems complete as of its date, approved by authorized representatives or officers of the Clinic to enable the Underwriters to comply with the requirements of paragraph (b)(4) of the Rule and with the requirements of Rule G-32 and to comply with the provisions of paragraph 3 of the Bond Purchase Agreement with respect to such requirements.

(l) The Clinic agrees to cooperate with the Underwriters in the qualification of the 2026A[&B] Bonds for offering and sale under the securities or blue sky laws of such jurisdictions of the United States as the Underwriters may request; provided that, subject to paragraph 5(f)(ii) of the Bond Purchase Agreement, neither the City nor the Clinic shall be required to register as a broker or dealer, to file consent to service of process or written consent to suit, or qualify to do business in a foreign corporation in order to qualify the 2026A[&B] Bonds for sale in any jurisdiction.

(m) The Clinic shall notify the Underwriters of any material developments with respect to the Clinic or the 2026A[&B] Bonds during the period that the Final Official Statement is required to be delivered with sales of the 2026A[&B] Bonds, which shall end on the earlier of 90 days from the end of the Underwriting Period (as defined below), or the time the Official Statement is available on EMMA, but in no case less than 25 days following the end of the Underwriting Period. After the end of the Underwriting Period, and until the Underwriters have informed the Clinic that the Underwriters and all participating dealers have sold all the 2026A[&B] Bonds, the Clinic will not adopt or distribute any amendment of or supplement to the Official Statement except with the prior written consent of the Underwriters; and if between the date hereof and the 90th day following the end of the Underwriting Period, any event relating to or affecting the City, the Clinic, the Project or the 2026A[&B] Bonds shall occur as a result of which it is necessary, in the opinion of counsel for the Underwriters, to amend or supplement the Official Statement to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, the Clinic, together with the City, will forthwith prepare, approve for distribution and furnish to the Underwriters (at the expense of the Clinic) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to counsel for the Underwriters) that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact that is required to be stated therein or is necessary to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading, and the Clinic will promptly inform the Underwriters upon the occurrence of any such event.

(n) The Clinic will not, while any 2026A[&B] Bonds are outstanding, take or permit to be taken any action reasonably within its power to control which would adversely affect the exclusion of the interest on the 2026A[&B] Bonds from the gross income of the holders thereof for federal income tax purposes.

(o) The Clinic agrees to indemnify and hold harmless each Underwriter and any officer, employee and agent of any Underwriter and each person, if any, who controls any of the Underwriters within the meaning of the Securities Act of 1933, as amended (each an "indemnified party"), from and against all losses, claims, damages, liabilities and expenses, joint or several, to which any indemnified party may become subject, under federal laws or regulations, or otherwise, insofar as such losses, claims, damages, liabilities and expenses (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact as set forth in the Official Statement (excluding the material under the caption "UNDERWRITING"), or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make such statements not misleading; and will assume the defense of any action against any indemnified party based upon allegations of any such loss, claim, damage, liability or action, including the retaining of counsel and payment of counsel fees and all other expenses relating to such defense; provided, however, that any indemnified party may retain separate counsel in any such action and may participate in the defense thereof at its own expense or, if specifically authorized by the Clinic, at the expense of the Clinic; and provided further, that if the defendants in any such action include an indemnified party and any of the Clinic and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or to other indemnified parties which are different from or additional to those available to the Clinic, or if an indemnified party reasonably

determines that a conflict of interest may exist, or if the indemnified party's insurer requires the appointment of other legal counsel, the indemnified party shall have the right to select separate counsel to assert such legal defenses and otherwise to participate in the defense of such action on behalf of such indemnified party, at the expense of the Clinic; and this indemnity agreement will be in addition to any liability which the Clinic otherwise may have.

(p) The Clinic agrees to pay the expenses to be paid by it as provided in paragraph 7(a) of the Bond Purchase Agreement, either from the proceeds of the 2026A[&B] Bonds or from any other source. The Clinic consents to and agrees to be bound by the terms of the Bond Purchase Agreement applicable to it.

(q) The Clinic acknowledges that, if there should be a failure to satisfy the conditions to the Underwriters' obligations contained in the Bond Purchase Agreement or if the Underwriters' obligations shall be terminated for any reason permitted by the Bond Purchase Agreement, the Bond Purchase Agreement shall terminate and the Underwriters shall have no further obligations thereunder, except that the respective obligations of the Clinic and the Underwriters to pay expenses, as provided in paragraph 7 of the Bond Purchase Agreement, shall continue in full force and effect.

(r) The Clinic agrees and acknowledges that all representations, warranties, and covenants made by the Clinic herein, and in the certificates or other instruments delivered in connection with the sale of the 2026A[&B] Bonds and the loan of the proceeds thereof, shall be deemed to have been relied upon by the Underwriters and their counsel notwithstanding any investigation heretofore or hereafter made by or on behalf of the Underwriters or any person who controls any of the Underwriters or counsel for the Underwriters, and that all representations, warranties, and covenants made by any of them herein and therein, and all of the Underwriters' rights hereunder and thereunder, shall survive delivery of the 2026A[&B] Bonds to the Underwriters.

(s) Any certificate signed by an authorized officer of the Clinic and delivered to the Underwriters at the Closing shall be deemed a representation and warranty by such Clinic to the Underwriters as to the statements made therein.

(t) The Clinic represents that it has not failed during the previous five years to comply in all material respects with any previous undertakings in a written continuing disclosure contract or agreement under the Rule.

This Letter of Representations shall be governed by and construed in accordance with the laws of the State of Minnesota.

[Signatures follow on next page]

This Letter of Representations shall be binding upon the Clinic prior to and subsequent to the delivery of the 2026A[&B] Bonds and shall inure solely to the benefit of the Underwriters, the Clinic and, to the extent set forth herein, persons controlling the Underwriters, and their respective personal representatives, successors and assigns, and no other person or firm shall acquire or have any right under or by virtue of this Letter of Representations.

Very truly yours,

MAYO CLINIC

By: _____
Name: Paul A. Gorman
Title: Treasurer

ACCEPTED:

BOFA SECURITIES, INC.

By: _____
Name: _____
Title: Authorized Signatory

FBARCLAYS CAPITAL, INC.

By: _____
Name: _____
Title: Authorized Signatory

J.P. MORGAN SECURITIES LLC

By: _____
Name: _____
Title: Authorized Signatory

EXHIBIT F
LETTER OF REPRESENTATIONS TO THE CITY

[BPA Date]

City of Rochester, Minnesota
City Hall
Rochester, Minnesota 55902

Ladies and Gentlemen:

The City of Rochester, Minnesota (the "**City**") and Mayo Clinic (the "**Clinic**") are parties to an Amended and Restated Loan Agreement dated as of May 2, 1998, as previously amended and supplemented (as so amended and supplemented, the "**Existing Loan Agreement**"), and as further amended and supplemented by Amendment No. 28 dated as of April 1, 2026 ("**Amendment No. 28**") [and Amendment No. 29 dated as of April 1, 2026 ("**Amendment No. 29**")]. The Existing Loan Agreement, as amended and supplemented by Amendment No. 28 [and Amendment No. 29], is referred to as the "**Loan Agreement**" herein. Pursuant to the Loan Agreement, the City is lending to the Clinic the proceeds of the City's [(i)] $[PAR A] principal amount of Health Care Facilities Revenue Bonds (Mayo Clinic), Series 2026A[, and (ii) $[PAR B] principal amount of Health Care Facilities Revenue Bonds (Mayo Clinic), Series 2026B] ([together,] the "**2026A[&B] Bonds**"). Concurrently with the issuance of the 2026A[&B] Bonds, the City is issuing its Health Care Facilities Variable Rate Revenue Bonds (Mayo Clinic), Series 2026C (the "**2026C Bonds**" and, together with the 2026A[&B] Bonds, the "2026 Bonds"). The 2026 Bonds are being issued for the purpose and (together with other moneys) will be used to (1) finance a portion of a project consisting generally of the demolition, construction, improvement and equipping of the Clinic's facilities in the City, including near and around 200 First Street SW, Saint Marys Hospital modernization and growth located at the 1200 to 1400 block of 2nd Street SW and other capital projects involving renovations, acquisition of equipment and construction at the Clinic facilities in the City including Mayo Clinic buildings at or near 200 First Street SW; Rochester Methodist Hospital at 201 West Center Street, and Saint Marys Hospital located at the 1200 to 1400 block of 2nd Street SW (collectively, the "**Project**"), and (2) pay certain costs of issuance of the 2026 Bonds.

The 2026A[&B] Bonds are to be sold by you to BofA Securities, Inc., Barclays Capital, Inc. and J.P. Morgan Securities LLC (collectively, the "**Underwriters**" and each an "**Underwriter**") pursuant to a Bond Purchase Agreement dated the date hereof (the "**Bond Purchase Agreement**"), between the City and the Underwriters. Capitalized terms used but not defined herein shall have the meanings ascribed to them by the Bond Purchase Agreement.

In connection with the issuance of the 2026 Bonds, the Clinic will enter into a Continuing Disclosure Agreement dated as of April 1, 2026 (the "**Continuing Disclosure Agreement**") with the Trustee to assist the Underwriters in complying with their obligations under Rule 15c2-12 of the Securities Exchange Act of 1934, as amended ("**Rule**").

To induce you to enter into the Bond Purchase Agreement and to issue and sell the 2026A[&B] Bonds, the Clinic represents, warrants and agrees with you as follows:

(a) The Clinic is a nonprofit corporation duly organized, validly existing, and in good standing under the laws of the State of Minnesota, with full legal right, power, and authority to conduct its businesses substantially as presently conducted, to execute, deliver, and perform its obligations under Amendment No. 28, [Amendment No. 29,] the Loan Agreement, the Continuing Disclosure Agreement,

this Letter of Representations, and such other certificates, documents, and agreements as may be required in connection with the issuance and sale of the 2026A[&B] Bonds and the loan of the proceeds thereof.

(b) The Clinic is exempt from federal income tax under Section 501(a) of the Code by virtue of being an organization described in Section 501(c)(3) of the Code, and is not a "private foundation" as defined in Section 509(a) of the Code. The Clinic has not impaired its status, and for so long as any of the 2026A[&B] Bonds remain outstanding will not take or permit to be taken any action reasonably within its power to control which would impair its status, as an exempt organization. The proceeds of the 2026A[&B] Bonds will not be used by the Clinic with respect to a trade or business which is an unrelated trade or business within the meaning of Section 513(a) of the Code.

(c) The Board of Trustees and the Board of Governors of the Clinic have duly adopted resolutions authorizing the transactions referred to in this Letter of Representations. Such resolutions remain in full force and effect and have not been revoked or modified in any respect.

(d) The Loan Agreement and the Continuing Disclosure Agreement will be, when executed and delivered, and the Existing Loan Agreement and this Letter of Representations are, legal, valid, and binding obligations of the Clinic enforceable against the Clinic in accordance with their respective terms, except as enforceability may be limited by equitable principles, or by bankruptcy, insolvency, reorganization, or other similar laws affecting the enforcement of creditors' rights generally.

(e) The execution and delivery of this Letter of Representations and the approval by the Clinic of the Bond Purchase Agreement, the Indenture, the 2026A[&B] Bonds, and the Official Statement, do not, and the execution and delivery of Amendment No. 28 [and Amendment No. 29] and compliance by the Clinic with the provisions thereof, of the Loan Agreement and the Continuing Disclosure Agreement and hereof, and the undertaking of the Project, will not, conflict with or constitute a material breach of or a default under the provisions of the articles of incorporation or by-laws of the Clinic or any existing law, court or administrative regulation, judgment, decree or order, or any agreement, indenture, mortgage, lease, sublease, or other instrument to which the Clinic is a party or by which it or its properties are bound.

(f) Neither the Clinic nor its affiliates is in material breach of or in default under any existing law, ordinance, court or administrative regulation, decree, or order, or any agreement, indenture, mortgage, lease, sublease, or other instrument to which it is party or by which it or any of its properties are bound, and no event has occurred and is continuing which, with the passage of time or the giving of notice, or both, would constitute such a breach or default, which breach or default would affect adversely the validity or enforceability against the Clinic and its affiliates of the Loan Agreement, the Continuing Disclosure Agreement or this Letter of Representations, or would affect materially and adversely the financial condition, operations, or properties of the Clinic or the ability of the Clinic to perform its obligations hereunder or thereunder or to carry out and consummate the transactions contemplated by the Bond Purchase Agreement and the Official Statement.

(g) Except as is disclosed in the Official Statement, there is no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, governmental agency, public board or body, pending or, to the best knowledge of the Clinic, threatened against or affecting the Clinic or its affiliates (i) contesting the corporate existence, tax-exempt status, or powers of the Clinic or the titles of its directors, trustees and officers to their respective offices, (ii) contesting the validity of, the power of the Clinic to execute and deliver, or affecting the enforceability against the Clinic of, Amendment No. 28, [Amendment No. 29,] the Loan Agreement, the Continuing Disclosure Agreement, this Letter of Representations or any of the other instruments pertaining to the transactions described in the Bond Purchase Agreement to which the Clinic is a party, or contesting or affecting the power of the Clinic to

undertake the Project or to consummate the transactions contemplated in such documents, (iii) contesting in any way the completeness or accuracy of the Official Statement, or (iv) wherein an unfavorable decision, ruling or finding would materially adversely affect the operations, properties or financial position of the Clinic and its affiliates.

(h) The Clinic has received and there remains in full force and effect (i) all material permits, licenses, accreditations, and certifications (including certificates needed) necessary to conduct the business of the Clinic and its affiliates substantially as it presently is being conducted, the lack of which would materially adversely affect the performance by the Clinic of its obligations hereunder or under the Continuing Disclosure Agreement or the Loan Agreement, except those that are not required to be obtained as of the date hereof; and (ii) all material governmental consents, licenses, permits and approvals that would constitute a condition precedent to, or the lack of which would materially adversely affect, the performance by the Clinic of its obligations hereunder or under the Continuing Disclosure Agreement or the Loan Agreement or the undertaking of the Project, except those that are not required to be obtained as of the date hereof. The Clinic knows of no matter presently existing that would prohibit any material permits, licenses and approvals which have not yet been obtained to be obtained in a timely manner as required.

(i) The Official Statement (excluding the information under the headings "THE BONDS – Book-Entry System," "UNDERWRITING," and the City Portion, as to which no representation is made) did not (as of its date), does not (as of the date hereof) and upon the Closing will not contain any untrue statement of a material fact or omit to state a material fact that is required to be stated therein or is necessary to make the statements therein, in light of the circumstances under which they were made, not misleading. The Preliminary Official Statement is an official statement deemed final by the Clinic for purposes of the Rule.

(j) Except as may be set forth in the Official Statement, subsequent to December 31, 2023, the Clinic has not incurred any material liabilities, direct or contingent, nor has there been any material adverse change in its financial position, results of operations or condition, financial or otherwise, whether or not arising from transactions in the ordinary course of business.

(k) After the end of the Underwriting Period, and until the Underwriters have informed the Clinic that the Underwriters and all participating dealers have sold all the 2026A[&B] Bonds, the Clinic will not adopt or distribute any amendment of or supplement to the Official Statement except with the prior written consent of the Underwriters; and if between the date hereof and the 90th day following the end of the Underwriting Period, any event relating to or affecting the City, the Clinic, the Project or the 2026A[&B] Bonds shall occur as a result of which it is necessary, in the opinion of counsel for the Underwriters, to amend or supplement the Official Statement to make the Official Statement not misleading in the light of the circumstances existing at the time it is delivered to a purchaser, the Clinic, together with the City, will forthwith prepare and execute, approve for distribution and furnish to the Underwriters (at the expense of the Clinic) a reasonable number of copies of an amendment of or supplement to the Official Statement (in form and substance satisfactory to counsel for the Underwriters) that will amend or supplement the Official Statement so that it will not contain an untrue statement of a material fact or omit to state a material fact that is required to be stated therein or is necessary to make the statements therein, in the light of the circumstances existing at the time the Official Statement is delivered to a purchaser, not misleading, and the Clinic will promptly inform the Underwriters upon the occurrence of any such event.

(l) The Clinic will not, while any 2026A[&B] Bonds are outstanding, take or permit to be taken any action reasonably within its power to control which would adversely affect the exclusion of the interest on the 2026A[&B] Bonds from the gross income of the holders thereof for federal income tax purposes.

(m) The Clinic agrees to indemnify and hold harmless the City and any officer, employee and agent of the City and each person, if any, who controls the City within the meaning of the Securities Act of 1933, as amended (each an "indemnified party"), from and against all losses, claims, damages, liabilities and expenses, joint or several, to which any indemnified party may become subject, under federal laws or regulations, or otherwise, insofar as such losses, claims, damages, liabilities and expenses (or actions in respect thereof) arise out of or are based upon any untrue statement or alleged untrue statement of any material fact as set forth in the Official Statement (excluding the material under the caption "UNDERWRITING" and the initial offering prices or yields of the 2026A[&B] Bonds) or any amendment or supplement thereto, or arise out of or are based upon the omission or alleged omission to state therein a material fact required to be stated therein or necessary to make such statements not misleading; and will assume the defense of any action against any indemnified party based upon allegations of any such loss, claim, damage, liability or action, including the retaining of counsel and payment of counsel fees and all other expenses relating to such defense; provided, however, that any indemnified party may retain separate counsel in any such action and may participate in the defense thereof at its own expense or, if specifically authorized by the Clinic, at the expense of the Clinic; and provided further, that if the defendants in any such action include an indemnified party and the Clinic and the indemnified party shall have reasonably concluded that there may be legal defenses available to it and/or to other indemnified parties which are different from or additional to those available to the Clinic, or if an indemnified party reasonably determines that a conflict of interest may exist, or if the indemnified party's insurer requires the appointment of other legal counsel, the indemnified party shall have the right to select separate counsel to assert such legal defenses and otherwise to participate in the defense of such action on behalf of such indemnified party, at the expense of the Clinic; and this indemnity agreement will be in addition to any liability which the Clinic otherwise may have.

(n) The Clinic agrees to pay the expenses to be paid by it as provided in paragraph 7(a) of the Bond Purchase Agreement, either from the proceeds of the 2026A[&B] Bonds or from any other source. The Clinic consents to and agrees to be bound by the terms of the Bond Purchase Agreement applicable to it.

(o) The Clinic acknowledges that, if there should be a failure to satisfy the conditions to the Underwriters' obligations contained in the Bond Purchase Agreement or if the Underwriters' obligations shall be terminated for any reason permitted by the Bond Purchase Agreement, the Bond Purchase Agreement shall terminate and the Underwriters shall have no further obligation thereunder, except that the respective obligations of the Clinic and the Underwriters to pay expenses, as provided in paragraph 7 of the Bond Purchase Agreement, shall continue in full force and effect.

(p) The Clinic agrees and acknowledges that all representations, warranties, and covenants made by the Clinic herein, and in the certificates or other instruments delivered in connection with the sale of the 2026A[&B] Bonds and the loan of the proceeds thereof, shall be deemed to have been relied upon by the City and their counsel notwithstanding any investigation heretofore or hereafter made by or on behalf of the City or any person who controls the City or counsel for the City, and that all representations, warranties, and covenants made by any of them herein and therein, and all of the City's rights hereunder and thereunder, shall survive issuance of the 2026A[&B] Bonds by the City.

(q) Any certificate signed by an authorized officer of the Clinic and delivered to the City at the Closing shall be deemed a representation and warranty by such Clinic to the City as to the statements made therein.

This Letter of Representations shall be governed by and construed in accordance with the laws of the State of Minnesota.

[Signatures follow on next page]

This Letter of Representations shall be binding upon the Clinic prior to and subsequent to the delivery of the 2026A[&B] Bonds and shall inure solely to the benefit of the City, the Clinic, and, to the extent set forth herein, persons controlling the City, and their respective personal representatives, successors and assigns, and no other person or firm shall acquire or have any right under or by virtue of this Letter of Representations.

Very truly yours,

MAYO CLINIC

By: _____
Name: Paul A. Gorman
Title: Treasurer

ACCEPTED:

CITY OF ROCHESTER, MINNESOTA

By: _____
Name: Kim Norton
Title: Mayor

Attest:

By: _____
Name: Ann Kasel
Title: City Clerk

EXHIBIT G
FORM OF ISSUE PRICE CERTIFICATE

$[PAR A] **CITY OF ROCHESTER, MINNESOTA** **HEALTH CARE FACILITIES REVENUE BONDS** **(MAYO CLINIC)** **SERIES 2026A**	**[$[PAR B]** **CITY OF ROCHESTER, MINNESOTA** **HEALTH CARE FACILITIES REVENUE BONDS** **(MAYO CLINIC)** **SERIES 2026B]**

ISSUE PRICE CERTIFICATE

[Closing Date]

The undersigned, on behalf of BofA Securities, Inc. ("**BofA Securities**") on behalf of itself, Barclays Capital Inc. ("**Barclays**") and J.P. Morgan Securities LLC ("**J.P. Morgan**", and together with BofA Securities and Barclays, the "**Underwriting Group**") hereby certifies as set forth below with respect to the sale and issuance of the above-captioned obligations (the ["**Series 2026A Bonds**" and the "**Series 2026B Bonds**" together,] the "**Bonds**") by the City of Rochester, Minnesota (the "**Issuer**").

A. **Purchase Contract**. BofA Securities, Barclays, J.P. Morgan, and the Issuer have entered into a Bond Purchase Agreement dated [BPA Date] (the "**Contract**"), as approved by the Borrower, in connection with the Bonds. The Contract has not been modified since its execution on the Sale Date.

B. **Initial Offering Price of the Bonds**. The Underwriting Group offered the Series 2026A Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A-1 (the "**Series 2026A Initial Offering Prices**") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Series 2026A Bonds is attached to this certificate as Schedule B-1. [The Underwriting Group offered the Series 2026B Bonds to the Public for purchase at the respective initial offering prices listed in Schedule A-2 (the "**Series 2026B Initial Offering Prices**") on or before the Sale Date. A copy of the pricing wire or equivalent communication for the Series 2026B Bonds is attached to this certificate as Schedule B-2.]

C. **First Price at which Sold to the Public.** On the Sale Date, at least 10% of each Maturity of the Series 2026A Bonds was first sold to the Public at the respective Series 2026A Initial Offering Prices as set forth in Schedule A-1. [On the Sale Date, at least 10% of each Maturity of the Series 2026B Bonds was first sold to the Public at the respective Series 2026B Initial Offering Prices as set forth in Schedule A-2.]

D. We have been asked by the Issuer and Dorsey & Whitney LLP ("**Bond Counsel**") to perform certain calculations with respect to the Combined Bonds. Specifically, we have been asked to calculate the weighted average maturity of the Combined Bonds. We have performed these calculations with the express understanding and agreement of Bond Counsel and the Issuer that, notwithstanding the performance of these calculations and the delivery of this Issue Price Certificate: (i) in doing so we are not acting as Municipal Advisor (as defined in Section 15B of the Securities Exchange Act); (ii) we do not have a fiduciary duty to the Issuer and (iii) we are not to be construed as a "paid preparer" of any tax returns of the Issuer, including specifically (but not limited to) Internal Revenue Service Form 8038.

E. **Average Maturity of Combined Bonds**. Generally, in determining the weighted average maturity of the Combined Bonds, we have been instructed by Bond Counsel to multiply the par amount of each maturity of the Combined Bonds times the initial offering price of those Combined Bonds, times the number of years to those Combined Bonds' stated maturity date or mandatory redemption date, and to use an assumed 30-day month/360-day year. The sum of these products is then divided by the total of the initial offering prices of the Combined Bonds. Based upon this methodology, we have calculated the weighted average maturity of the Combined Bonds to be [_____] years.

F. Notwithstanding any of the foregoing, we remind you that we are not accountants or actuaries, nor are we engaged in the practice of law. Accordingly, while we believe the calculations described above to be correct, we do not warrant them to be so, nor do we warrant their validity for purposes of Sections 103 and 141 through 150 of the Internal Revenue Code of 1986, as amended.

G. **Defined Terms**.

1. "**Borrower**" means Mayo Clinic, a Minnesota nonprofit corporation.

2. "**Combined Bonds**" means, collectively, (i) the Series 2026A Bonds[, (ii) the Series 2026B Bonds,] and (ii[i]) the Issuer's Health Care Facilities Variable Rate Revenue Bonds (Mayo Clinic), Series 2026C.

3. "**Issuer**" means the City of Rochester, Minnesota.

4. "**Maturity**" means Bonds with the same credit and payment terms. Any Bonds with different maturity dates, or Bonds with the same maturity date but different stated interest rates, are treated as separate maturities.

5. "**Member of the Distribution Group**" means (i) any person that agrees pursuant to a written contract with the Issuer (or with the lead underwriter to form an underwriting syndicate) to participate in the initial sale of the Bonds to the Public, and (ii) any person that agrees pursuant to a written contract directly or indirectly with a person described in clause (i) of this paragraph to participate in the initial sale of the Bonds to the Public (including a member of a selling group or a party to a retail distribution agreement participating in the initial sale of the Bonds to the Public)

6. "**Public**" means any person (i.e., an individual, trust, estate, partnership, association, company, or corporation) other than a Member of the Distribution Group or a related party to a Member of the Distribution Group. A person is a "related party" to a Member of the Distribution Group if the Member of the Distribution Group and that person are subject, directly or indirectly, to (i) more than 50% common ownership of the voting power or the total value of their stock, if both entities are corporations (including direct ownership by one corporation of another), (ii) more than 50% common ownership of their capital interests or profits interests, if both entities are partnerships (including direct ownership by one partnership of another), or (iii) more than 50% common ownership of the value of the outstanding stock of the corporation or the capital interests or profit interests of the partnership, as applicable, if one entity is a corporation and the other entity is a partnership (including direct ownership of the applicable stock or interests by one entity of the other).

7. Sale Date means the first day on which there is a binding contract in writing for the sale of a Maturity of the Bonds. The Sale Date of the Bonds is [BPA Date].

The representations set forth in this certificate are limited to factual matters only. Nothing in this certificate represents BofA Securities' interpretation of any laws, including specifically Sections 103 and 148 of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder. The undersigned understands that the foregoing information will be relied upon by the Issuer and the Borrowers with respect to certain of the representations set forth in the Tax Certificate and with respect to compliance with the federal income tax rules affecting the Bonds, and by Dorsey & Whitney LLP, as Bond Counsel, in connection with rendering its opinion that the interest on the Bonds is excluded from gross income for federal income tax purposes, the preparation of Internal Revenue Service Form 8038, and other federal income tax advice it may give to the Issuer from time to time relating to the Bonds. Notwithstanding the foregoing, we remind you that we are not accountants or actuaries, nor are we engaged in the practice of law. The representations set forth herein are not necessarily based on personal knowledge and, in certain cases, the undersigned is relying on representations made by other members of the Underwriting Group.

BOFA SECURITIES, INC.

By:_____

Name:_____

Attachments:

Schedule A-1 – Series 2026A Initial Offering Prices
[Schedule A-2 – Series 2026B Initial Offering Prices]
Schedule B-1 – Series 2026A Pricing Wire or Equivalent Communication
[Schedule B-2 – Series 2026B Pricing Wire or Equivalent Communication]

TWENTY-NINTH SUPPLEMENTAL TRUST INDENTURE

between

CITY OF ROCHESTER, MINNESOTA

and

COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION,
as Trustee

Dated as of April 1, 2026

City of Rochester, Minnesota
Health Care Facilities Variable Rate Revenue Bonds
(Mayo Clinic)
Series 2026C

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(This Table of Contents is not a part of this Twenty-Ninth Supplemental Trust Indenture and is included only for convenience of reference.)

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Exhibit A Form of Bonds

TWENTY-NINTH SUPPLEMENTAL TRUST INDENTURE

THIS TWENTY-NINTH SUPPLEMENTAL TRUST INDENTURE (this "Twenty-Ninth Supplemental Indenture"), dated as of April 1, 2026, between the CITY OF ROCHESTER, MINNESOTA, a Minnesota municipal corporation (the "Issuer"), and COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION, a national banking association, with a corporate trust office in St. Paul, Minnesota, as successor to Wells Fargo Bank, National Association and Norwest Bank Minnesota, National Association, as trustee (the "Trustee").

RECITALS:

A. The Issuer is authorized and empowered by the Constitution and laws of the State of Minnesota, including specifically Minnesota Statutes, Sections 469.152 through 469.1655 (including its predecessor statute, the "Act"), to issue revenue bonds to finance in whole or in part the cost of the acquisition, construction, reconstruction, improvement, betterment or extension of any properties, real or personal, used or useful in connection with a revenue producing enterprise engaged in providing health care services, and to refund in whole or in part bonds previously issued under the authority of the Act, all in furtherance of the public purposes set forth in the Act.

B. The Issuer and the Trustee have executed and delivered a Trust Indenture dated as of December 1, 1987 (as amended, supplemented and modified to but not including the date hereof, the "Original Indenture"), which sets forth certain terms and conditions for the issuance by the Issuer of its Bonds, as defined in the Original Indenture, and sets forth the pledge of the Trust Estate, as defined in the Original Indenture, as security for the payment of the bonds issued thereunder.

C. Article II of the Original Indenture provides that each series of bonds shall be created by a Supplemental Indenture, as defined in the Original Indenture.

D. The Issuer and the Trustee have executed and delivered a First Supplemental Trust Indenture, dated as of December 1, 1987, under which the Issuer's Health Care Facilities Revenue Bonds (Mayo Foundation / Mayo Medical Center), Refunding Series 1988A and Refunding Series 1988B, were issued to provide for the refunding of certain bonds previously issued under the authority of the Act on behalf of Saint Marys Hospital and Rochester Methodist Hospital, both as defined in the Original Indenture.

E. The Issuer and the Trustee have executed and delivered a Second Supplemental Trust Indenture, dated as of March 1, 1988, as amended, supplemented and modified to date (the "Second Supplemental Indenture"), under which the Issuer's Health Care Facilities Revenue Bonds (Mayo Foundation / Mayo Medical Center), Series 1988C and Series 1988D, were issued to finance in whole or in part the cost of the acquisition, construction and equipping of certain facilities on behalf of Saint Marys Hospital and Rochester Methodist Hospital.

F. The Issuer and the Trustee have executed and delivered a Third Supplemental Trust Indenture, dated as of May 1, 1988, under which the Issuer's Health Care Facilities

Revenue Bonds (Mayo Foundation), Series 1988E and Series 1988F, were issued to finance in whole or in part the cost of the acquisition, construction and equipping of certain facilities on behalf of the Clinic, as hereinafter defined.

G. The Issuer and the Trustee have executed and delivered a Fourth Supplemental Trust Indenture, dated as of December 1, 1988, amending a portion of the Second Supplemental Indenture.

H. The Issuer and the Trustee have executed and delivered a Fifth Supplemental Trust Indenture, dated as of May 1, 1992, under which the Issuer's Health Care Facilities Revenue Bonds (Mayo Foundation/Mayo Medical Center), Adjustable Tender Series 1992A, Series 1992B, and Series 1992C (collectively, the "Series 1992ABC Bonds"), were issued to finance in whole or in part the cost of the acquisition, construction and equipping of certain facilities on behalf of the Clinic, Saint Marys Hospital, and Rochester Methodist Hospital.

I. The Issuer and the Trustee have executed and delivered a Sixth Supplemental Trust Indenture, dated as of June 15, 1992, under which the Issuer's Health Care Facilities Revenue Bonds (Mayo Foundation/Mayo Medical Center), Series 1992D, Series 1992E and Series 1992F, were issued to finance in whole or in part the cost of the acquisition, construction and equipping of certain facilities on behalf of Saint Marys Hospital.

J. The Issuer and the Trustee have executed and delivered a Seventh Supplemental Trust Indenture, dated as of September 1, 1992, under which the Issuer's Health Care Facilities Revenue Bonds (Mayo Foundation/Mayo Medical Center), Series 1992G and Series 1992H, were issued to refund a portion of the Series 1988C and Series 1988D Bonds.

K. The Issuer and the Trustee have executed and delivered an Eighth Supplemental Trust Indenture, dated as of September 1, 1992, under which the Issuer's Health Care Facilities Revenue Bonds (Mayo Foundation/Mayo Medical Center), Series 1992I, were issued to refund the portion of the Series 1988C and Series 1988D Bonds that was not refunded by the Series 1992G and 1992H Bonds.

L. The Issuer and the Trustee have executed and delivered a Ninth Supplemental Trust Indenture, dated as of May 1, 1998, under which the Issuer's Health Care Facilities Revenue Bonds (Mayo Foundation), Series 1998A and Series 1998B (the "Series 1998 Bonds"), were issued to finance the cost of the acquisition, construction and equipping of certain facilities on behalf of the Clinic and its affiliates, and to refund bonds previously issued by the City of Mankato, Minnesota, on behalf of the Clinic's affiliate.

M. The Issuer and the Trustee have executed and delivered a Tenth Supplemental Trust Indenture, dated as of January 26, 2000, under which the Issuer's Health Care Facilities Revenue Bonds (Mayo Foundation), Series 2000A, Series 2000B and Series 2000C were issued to finance the cost of the acquisition, construction and equipping of certain facilities on behalf of the Clinic and its affiliates, and to refund bonds previously issued by the Issuer, on behalf of the Clinic (together, the "Series 2000 Bonds").

N. The Issuer and the Trustee have executed and delivered an Eleventh Supplemental Trust Indenture, dated as of September 1, 2001, under which the Issuer's Health Care Facilities

Revenue Bonds (Mayo Foundation), Series 2001A, Series 2001B, Series 2001C and Series 2001D (collectively, the "Series 2001 Bonds") were issued to finance the cost of the acquisition, construction and equipping of certain facilities on behalf of the Clinic and its affiliates.

O. The Issuer and the Trustee have executed and delivered a Twelfth Supplemental Trust Indenture, dated as of August 1, 2002 (the "Original Twelfth Supplemental Indenture"), as amended by the hereinafter-defined Fourteenth Supplemental Indenture, as further amended by an Amended and Restated Twelfth Supplemental Trust Indenture, dated as of March 1, 2017, under which the Issuer's Health Care Facilities Revenue Bonds (Mayo Foundation), Series 2002A, 2002B and 2002C (together, the "Series 2002 Bonds") were issued to refund the outstanding Series 1992D, Series 1992E, Series 1992F, Series 1992G, Series 1992H and Series 1992I Bonds subject to optional redemption prior to maturity.

P. The Issuer and the Trustee have executed and delivered a Thirteenth Supplemental Trust Indenture, dated as of May 1, 2006, under which the Issuer's Health Care Facilities Revenue Bonds (Mayo Clinic), Series 2006, were issued to finance the cost of the acquisition, construction and equipping of certain facilities on behalf of the Clinic and its affiliates (the "Series 2006 Bonds").

Q. The Issuer and the Trustee have executed and delivered a Fourteenth Supplemental Trust Indenture, dated as of April 1, 2008, as amended by a First Supplement to Fourteenth Supplemental Trust Indenture dated as of October 1, 2009, and by a Second Supplement to Fourteenth Supplemental Trust Indenture dated as of April 1, 2010 (collectively, the "Fourteenth Supplemental Indenture"), under which the Issuer's Health Care Facilities Revenue Bonds (Mayo Clinic), Series 2008A, 2008B, 2008C, 2008D and 2008E (together, the "Series 2008 Bonds"), were issued to finance the cost of the acquisition of certain equipment on behalf of the Clinic and its affiliates and the refunding of the Series 1998 Bonds.

R. The Issuer and the Trustee have executed and delivered a Fifteenth Supplemental Trust Indenture, dated as of May 1, 2011, under which the Issuer's Health Care Facilities Revenue Bonds (Mayo Clinic), Series 2011A, 2011B and 2011C (together, the "Series 2011 Bonds") were issued to refund the Series 1992ABC Bonds and the Series 2001 Bonds.

S. The Issuer and the Trustee have executed and delivered a Sixteenth Supplemental Trust Indenture, dated as of April 1, 2012, under which the Issuer's Health Care Facilities Revenue Bonds (Mayo Clinic), Series 2012 (the "Series 2012 Bonds") were issued to finance in whole or in part the cost of the acquisition, construction and equipping of certain facilities on behalf of the Clinic and its affiliates.

T. The Issuer and the Trustee have executed a Seventeenth Supplemental Trust Indenture, dated as of May 1, 2014, under which the Issuer's Health Care Facilities Revenue Bonds (Mayo Clinic), Series 2014 (the "Series 2014 Bonds") were issued to finance in whole or in part the cost of the acquisition, construction and equipping of certain facilities on behalf of the Clinic and its affiliates.

U. The Issuer and the Trustee have executed an Eighteenth Supplemental Trust Indenture, dated as of May 1, 2016, under which the Issuer's Health Care Facilities Revenue

Bonds (Mayo Clinic), Series 2016 (the "Series 2016 Bonds") were issued to refund the Issuer's Series 2006 Bonds.

V. The Issuer and the Trustee have executed a Nineteenth Supplemental Trust Indenture, dated as of October 1, 2016, under which the Issuer's Health Care Facilities Revenue Refunding Bonds (Mayo Clinic), Series 2016B (the "Series 2016B Bonds") were issued to refund the Issuer's Series 2000 Bonds.

W. The Issuer and the Trustee have executed a Twentieth Supplemental Trust Indenture dated as of October 1, 2018, under which the Issuer's Health Care Facilities Revenue Bonds (Mayo Clinic), Series 2018 (the "Series 2018 Bonds") were issued to finance in whole or in part the cost of the acquisition, construction and equipping of certain facilities on behalf of the Clinic and its affiliates.

X. The Issuer and the Trustee have executed a Twenty-First Supplemental Trust Indenture dated as of May 1, 2020, pursuant to which the Issuer's Health Care Facilities Revenue Refunding Bonds (Mayo Clinic), Series 2020 were issued to provide funds to refund the Issuer's Health Care Facilities Revenue Bonds (Mayo Clinic), Series 2008D and Series 2008E.

Y. The Issuer and the Trustee have executed a Twenty-Second Supplemental Trust Indenture dated as of April 1, 2022, pursuant to which the Issuer's Health Care Facilities Revenue Bonds (Mayo Clinic), Series 2022 were issued to finance in whole or in part the cost of the acquisition, construction and equipping of certain facilities on behalf of the Clinic and its affiliates.

Z. The Issuer and the Trustee have executed a Twenty-Third Supplemental Trust Indenture dated as of April 1, 2025, pursuant to which the Issuer's Health Care Facilities Revenue Bonds (Mayo Clinic), Series 2025A were issued to finance in whole or in part the cost of the acquisition, construction and equipping of certain facilities on behalf of the Clinic and its affiliates.

AA. The Issuer and the Trustee have executed a Twenty-Fourth Supplemental Trust Indenture dated as of April 1, 2025, pursuant to which the Issuer's Health Care Facilities Revenue Bonds (Mayo Clinic), Series 2025B were issued to finance in whole or in part the cost of the acquisition, construction and equipping of certain facilities on behalf of the Clinic and its affiliates.

BB. The Issuer and the Trustee have executed a Supplemental Trust Indenture dated as of April 1, 2025, pursuant to which the Issuer's Health Care Facilities Variable Rate Revenue Bonds (Mayo Clinic), Series were issued to finance in whole or in part the cost of the acquisition, construction and equipping of certain facilities on behalf of the Clinic and its affiliates.

CC. The Issuer and the Trustee have executed a Twenty-Sixth Supplemental Trust Indenture dated as of April 1, 2025, pursuant to which the Issuer's Health Care Facilities Variable Rate Revenue Bonds (Mayo Clinic), Series 2025D were issued to finance in whole or in

part the cost of the acquisition, construction and equipping of certain facilities on behalf of the Clinic and its affiliates.

DD. The Issuer and the Trustee will execute a Twenty-Seventh Supplemental Trust Indenture dated as of April 1, 2026, pursuant to which the Issuer's Health Care Facilities Revenue Bonds (Mayo Clinic), Series 2026A will be issued to finance in whole or in part the cost of the acquisition, construction and equipping of certain facilities on behalf of the Clinic and its affiliates.

EE. The Issuer and the Trustee will execute a Twenty-Eighth Supplemental Trust Indenture dated as of April 1, 2026, pursuant to which the Issuer's Health Care Facilities Revenue Bonds (Mayo Clinic), Series 2026B will be issued to finance in whole or in part the cost of the acquisition, construction and equipping of certain facilities on behalf of the Clinic and its affiliates.

FF. The Issuer has entered into an Amended and Restated Loan Agreement dated as of May 2, 1998, as amended to the date hereof, including by the hereinafter-defined Amendment No. 30 (as so amended and as the same may be further amended, supplemented modified or restated from time to time, the "Loan Agreement"), with the Clinic, under which the Issuer has agreed to loan the proceeds of all Series 2026 Bonds (as defined herein) to the Clinic and the Clinic has agreed to make Loan Payments (as defined in the Loan Agreement) at the times and in the amounts necessary to provide for the payment when due of the principal of, premium, if any, and interest on the Bonds, including the Series 2026 Bonds (including Bank Bonds), and to reimburse the Credit Facility Provider, if any for drawings under the Credit Facility used to pay the principal of, premium, if any, and interest on the Series 2026 Bonds.

NOW, THEREFORE, THIS TWENTY-NINTH SUPPLEMENTAL INDENTURE WITNESSETH:

The Issuer, in consideration of the premises and the acceptance by the Trustee of the trusts hereby created and of the purchase and acceptance of the Series 2026 Bonds (including Bank Bonds) by the Holders thereof, and the Reimbursement Obligations owed to the Credit Facility Provider under the Credit Facility, if any, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to secure the payment of the principal of, premium, if any, and interest on the Series 2026 Bonds (including Bank Bonds), and the Reimbursement Obligations owed to the Credit Facility Provider under the Credit Facility, if any, according to their tenor and effect and the performance and observance by the Issuer of all the covenants expressed herein and in the Series 2026 Bonds, does hereby bargain, sell, convey, pledge, assign and grant a security interest unto the Trustee in and to the following, subject only to the provisions hereof permitting the application thereof for or to the purposes and on the terms and conditions set forth herein, and the Trustee does hereby accept the same, to wit: All right, title and interest of the Issuer in in the Loan Agreement (except the Issuer's rights under Sections 4(d), 4(e) and 13 of Amendment No. 30), including any amounts realized upon the enforcement of the provisions thereof against the Clinic.

ARTICLE I

DEFINITIONS

Section 1.01. Definitions. All times stated herein shall be understood to mean the local time in New York, New York. Unless otherwise defined in this instrument, the terms defined in the Indenture shall have the same meaning when used in this instrument. Unless otherwise specified, references to Sections or Articles are references to Sections or Articles of this Twenty-Ninth Supplemental Indenture. In addition, the following terms shall have the following meanings for purposes of this instrument unless the context clearly requires otherwise:

"Additional Funding Amount" has the meaning ascribed thereto in Section 4.10(d)(ii) hereof.

"Alternate Credit Facility" means a Credit Facility issued to replace an existing Credit Facility in accordance with Section 4.20 hereof, provided*, however,* that any amendment, extension or renewal of the Credit Facility then in effect for the purpose of extending the Expiration Date of such Credit Facility or modifying such Credit Facility pursuant to its terms shall not be deemed to be an Alternate Credit Facility for purposes of this Twenty-Ninth Supplemental Indenture.

"Alternate Liquidity Facility" means a Liquidity Facility issued to replace an existing Liquidity Facility in accordance with Section 4.19 hereof and any amendment or assignment of a Liquidity Facility which results in a change in the Liquidity Facility Provider, provided*, however,* that any amendment, extension or renewal of the Liquidity Facility for the purpose of extending the Expiration Date of such Liquidity Facility or modifying such Liquidity Facility shall not constitute an Alternate Liquidity Facility for purposes of this Twenty-Ninth Supplemental Indenture.

"Amendment No. 30" means Amendment No. 30, dated as of April 1, 2026, to the Original Loan Agreement.

"Applicable Factor" means during any Direct Purchase Period, a percentage designated by the Market Agent (which shall be a percentage between 65.1% and 135%), or, with a Favorable Opinion of Bond Counsel, such other percentage as may be designated as the Applicable Factor for such Direct Purchase Period pursuant to Section 2.13 hereof.

"Applicable Spread" means, with respect to each Direct Purchase Period, the number of basis points determined on or before the first day of such Direct Purchase Period and designated in writing by the Clinic, the Market Agent or the Direct Purchaser in accordance with Section 2.13 hereof (which may include a schedule for the Applicable Spread based upon the ratings assigned to the unenhanced, long-term debt of the Clinic) that, when added to the product of (x) the applicable Direct Purchase Index multiplied by (y) the Applicable Factor, would equal the minimum interest rate per annum that would enable the Direct Purchase Bonds to be sold on such date at a price equal to the principal amount thereof (without regard to accrued interest, if any, thereon).

"Authorized Denominations" means with respect to any (a) Long-Term Period, FRN Period or Fixed Period, $5,000 and any integral multiple thereof; (b) Short-Term Period, Two-Day Period, VRO Interest Rate Period, Window Period, Weekly Period, Daily Period, or Flexible Rate Period, $100,000 and any integral multiple of $5,000 in excess of $100,000; and (c) Direct Purchase Period, $250,000 and any integral multiple of $5,000 in excess of $250,000, or any other denominations as may be directed by the Direct Purchaser.

"Authorized Representative" means, (a) with respect to the Clinic, the Clinic's President, Vice President, Chief Financial Officer, Secretary, Treasurer, Investment Officer, Assistant Secretary or Assistant Treasurer, or any other Person designated as an Authorized Representative by a certificate of the Clinic signed by the Clinic's Vice President for Finance and Treasurer or Assistant Treasurer, and filed with the Trustee.; (b) with respect to the Issuer, the Issuer Representative.

"Bank Bonds" means any Credit Facility Bonds or Liquidity Facility Bonds.

"Beneficial Owner" means any Person which (a) has or shares the power, directly or indirectly, to make investment decisions concerning ownership of any of the Bonds (including any Person holding Bonds through nominees, depositories or other intermediaries), or (b) is treated as the owner of any Bond for federal income tax purposes.

"Board" means the Board of Governors of the Federal Reserve System, the Federal Reserve Bank of New York or a committee officially endorsed or convened by the Board of Governors of the Federal Reserve System or the Federal Reserve Bank of New York, or any successor thereto as the administrator of the OBFR or the SOFR, as applicable.

"Board of Directors" means the Board of Trustees of the Clinic.

"Bond Counsel" means Dorsey & Whitney LLP, or any other nationally recognized municipal bond counsel acceptable to the Issuer.

"Bond Indenture Funds" means the Revenue Fund, the Interest Fund, Construction Fund, the Bond Sinking Fund, the Optional Redemption Fund, the Costs of Issuance Fund and any other funds or accounts created under Article V of this Twenty-Ninth Supplemental Indenture or the Original Indenture and does not include the Rebate Fund or the Bond Purchase Fund.

"Bond Purchase Fund" means the fund by that name established pursuant to Section 4.10(a)(i) hereof.

"*Bond Resolution*" means a resolution, ordinance or other appropriate enactment by the City Council of the Issuer, certified by an appropriate official thereof to have been duly adopted by the City Council and to be in full force and effect on the date of such certification, and delivered to the Trustee.

"Bond Sinking Fund" means the fund by that name established pursuant to Section 5.04 hereof within the Bond Fund established by the Original Indenture.

"Bondholder Agreement" means during any Direct Purchase Period, any continuing covenant agreement, bondholder agreement or similar agreement between the Clinic and a Direct Purchaser that is designated in writing by the Clinic and delivered to the Trustee and the Issuer as the Bondholder Agreement.

"Business Day" means any day on which banks located in the city in which draws on any Credit Facility or Liquidity Facility are to be presented, the city in which the Principal Office of the Trustee is located or, with respect to Bonds in the Direct Purchase Mode, the FRN Mode or the Window Mode, the city in which the Calculation Agent is located, are not required or authorized to be closed and on which The New York Stock Exchange is open.

"Calculation Agent" means (a) during the Direct Purchase Period, the Direct Purchaser or any affiliate thereof, or any Person, financial institution or financial advisory firm appointed by the Clinic, with the consent of the Direct Purchaser to serve as Calculation Agent for the Bonds, and (b) during the FRN Period or the Window Period, any Person, financial institution or financial advisory firm appointed by the Clinic prior to a Conversion to an FRN Mode or a Window Mode to serve as Calculation Agent for the Bonds.

"Certificate," "Statement," "Request" and *"Requisition"* of the Issuer or the Clinic means, respectively, a written certificate, statement, request or requisition signed in the name of the Issuer or the Clinic by an Authorized Representative. Any such instrument and supporting opinions or representations, if any, may, but need not, be combined in a single instrument with any other instrument, opinion or representation, and the two or more so combined shall be read and construed as a single instrument.

"City Council" means the governing body of the Issuer.

"Clinic" means Mayo Clinic, a Minnesota nonprofit corporation.

"Clinic Bonds" means the Bonds held by the Tender Agent for and on behalf of the Clinic or any nominee for (or any Person who owns such Bonds for the sole benefit of) the Clinic pursuant to Section 4.10 hereof and the Tender Agent Agreement, if any.

"Clinic Documents" means the Loan Agreement, Purchase Contract, the Clinic Letters of Representations, the Remarketing Agreement, if any, the Credit Facility Agreement, if any, the Liquidity Facility, if any, the Clinic Tax Certificate, the Continuing Disclosure Agreement and all other documents related to the issuance of the Bonds to which the Clinic is a party.

"Clinic Elective Purchase Date" means the date designated by the Clinic for the purchase of Daily Bonds, Two-Day Bonds, Weekly Bonds or Window Bonds pursuant to this Twenty-Ninth Supplemental Indenture.

"Clinic Letters of Representations" means together (i) the Letter of Representations from the Clinic to the Underwriter in substantially the form set forth in Exhibit E of the Purchase Contract, and (ii) the Letter of Representations from the Clinic to the Issuer in substantially the form set forth in Exhibit F of the Purchase Contract.

"Clinic Purchase Account" means the account by that name in the Bond Purchase Fund established pursuant to Section 4.10(a)(ii) hereof.

"Clinic Tax Certificate" means the Tax Certificate dated April, 2026, delivered by the Clinic with respect to the Combined Bonds.

"CME Term SOFR Reference Rate" means the reference rate published by the Term SOFR Administrator for the Term SOFR Tenor designated in accordance with Section 2.10(d).

"Combined Bonds" means, collectively, the Series 2026A Bonds, the Series 2026B Bonds, the Series 2026 Bonds and the Series 2026D Bonds.

"Completion Date" means the date established pursuant to Article V of the Original Loan Agreement.

"Construction Fund" means the Series 2026 Construction Account created in Section 5.11 hereof within the Construction Fund established by the Original Indenture.

"Continuing Disclosure Agreement" means any continuing disclosure agreement or certificate executed by the Clinic with respect to the Bonds and which complies with Securities and Exchange Commission Rule 15c2-12.

"Conversion" means a conversion of all or a portion of the Series 2026 Bonds from one Interest Rate Mode to one or more other Interest Rate Modes in accordance with the terms and provisions of Section 2.15 hereof and shall also include (a) a conversion from any Direct Purchase Interest Rate Period into a new Direct Purchase Interest Rate Period; (b) a conversion from any FRN Interest Rate Period into a new FRN Interest Rate Period; (c) a conversion from one Fixed Period into a new Fixed Period; (d) a conversion from any Short-Term Interest Rate Period into a new Short-Term Interest Rate Period; and (e) a conversion from any Long-Term Interest Rate Period into a new Long-Term Interest Rate Period.

"Conversion Date" means the effective date of a Conversion of all or a portion of the Bonds.

"*Costs of Issuance Fund*" means the fund by that name established pursuant to Section 5.06 hereof.

"Credit Facility" means a letter of credit, loan, guarantee, bond insurance policy, or similar credit facility for the Bonds issued by a Credit Facility Provider and delivered to the Trustee and all amendments, extensions or renewals thereof pursuant to its terms or, in the event of the delivery of an Alternate Credit Facility, such Alternate Credit Facility. A Credit Facility may also serve the function of a Liquidity Facility.

"Credit Facility Account" means the account by that name in the Bond Purchase Fund established pursuant to Section 4.10(a)(ii) hereof.

"Credit Facility Agreement" means any reimbursement or similar agreement pursuant to which a Credit Facility Provider issues or provides a Credit Facility.

"Credit Facility Bonds" means Bonds purchased with moneys drawn under (or otherwise obtained pursuant to the terms of) a Credit Facility, but excluding Bonds no longer considered to be Credit Facility Bonds in accordance with the terms of the applicable Credit Facility.

"Credit Facility Interest Account" means the account by that name in the Interest Fund established pursuant to Section 5.03(a) hereof.

"Credit Facility Principal Account" means the account by that name in the Bond Sinking Fund established pursuant to Section 5.04(a) hereof.

"Credit Facility Provider" means the commercial bank, bond insurer, or other financial institution issuing (or having primary obligation, or acting as agent for the financial institutions obligated, under) a Credit Facility then in effect.

"Credit Facility Rate" means the rate per annum, if any, specified in a Credit Facility as applicable to Credit Facility Bonds, which shall not exceed the Maximum Interest Rate for Credit Facility Bonds.

"Credit Facility Redemption Account" means the account by that name in the Optional Redemption Fund established pursuant to Section 5.05(a) hereof.

"Daily Bonds" means Bonds that bear interest at Daily Rates.

"Daily Interest Rate Period" means each period during the Daily Period for which a particular Daily Rate is in effect.

"Daily Mode" means the Interest Rate Mode during which the Bonds bear interest at Daily Rates.

"Daily Period" means the entire period during which Bonds constitute Daily Bonds, which Daily Period shall generally be comprised of multiple Daily Interest Rate Periods, during which Daily Rates are in effect.

"Daily Rate" means the interest rate per annum on Daily Bonds determined on a daily basis as provided in Section 2.04 hereof.

"Daily Simple SOFR" means, for any day:

(a) the final SOFR published on the Federal Reserve Website as of 4:00 p.m., New York City time, on (i) the Daily Simple SOFR Reference Date for the related FRN Rate Determination Date, or (ii) the date established in accordance with the applicable Supplemental Bond Indenture or Bondholder Agreement, as applicable, for the related Direct Purchase Rate Determination Date.

(b) If SOFR cannot be determined as specified in paragraph (a), unless both a SOFR Index Cessation Event and a SOFR Index Cessation Date have occurred, then the Calculation Agent shall use the final SOFR for the last Business Day that was published on the Federal Reserve Website.

(c) If a SOFR Index Cessation Event and a SOFR Index Cessation Date have occurred, the Calculation Agent shall determine the FRN Index or Direct Purchase Index, as applicable, as if references to Daily Simple SOFR were references to the rate that was recommended as the replacement for SOFR by the Board (which rate may include any adjustments or spreads, and which rate will be reasonably expected to measure contemporaneous variations in the cost of newly borrowed funds in U.S. dollars). If no such rate has been recommended by the Board within two Business Days of a SOFR Index Cessation Event, then the Calculation Agent shall use the OBFR published on the Federal Reserve Website after SOFR Index Cessation Date (it being understood that the OBFR for any FRN Rate Determination Date or Direct Purchase Rate Determination Date, as applicable, will be the Overnight Bank Funding Rate on the Federal Reserve Website as of 4:00 p.m., New York City time, two Business Days preceding such FRN Rate Determination Date or Direct Purchase Rate Determination Date).

(d) If the Calculation Agent is required to use the OBFR in paragraph (c) above and an OBFR Index Cessation Event has occurred, then for any FRN Rate Determination Date or Direct Purchase Rate Determination Date, as applicable, after the OBFR Index Cessation Date, the Calculation Agent shall use the short-term interest rate target set by the Federal Open Market Committee and published on the Federal Reserve Website, or if the Federal Open Market Committee has not set a single rate, the mid-point of the short-term interest rate target range set by the Federal Open Market Committee and published on the Federal Reserve Website (calculated as the arithmetic average of the upper bound of the target range and the lower bound of the target range).

If Daily Simple SOFR determined as above would be less than zero, then such rate shall be deemed to be zero.

"Daily Simple SOFR Reference Date" means the U.S. Government Securities Business Day immediately preceding the related FRN Rate Determination Date or Direct Purchase Rate Determination Date, as applicable.

"Date of Issuance" means April [ ], 2026.

"Determination of Taxability" means, with respect to Direct Purchase Bonds, during any Direct Purchase Period, a Determination of Taxability, if any, as defined in the applicable Bondholder Agreement.

"Differential Interest Amount" means, upon remarketing of a Liquidity Facility Bond or a Credit Facility Bond by the Remarketing Agent pursuant to Section 4.13(b) hereof, the excess of (a) interest which has accrued at the Liquidity Facility Rate or the Credit Facility Rate, as applicable, up to but excluding the remarketing date of the Bond, over (b) the interest accrued on such Bond which is received by the Liquidity Facility Provider or the Credit Facility Provider, as applicable, from the Remarketing Agent as part of the Purchase Price.

"Direct Purchase Bonds" means Bonds that bear interest at a Direct Purchase Rate, and any Unremarketed Bonds, if any.

"Direct Purchase Index" means during any Direct Purchase Period, the SIFMA Index, Daily Simple SOFR, Term SOFR or, with a Favorable Opinion of Bond Counsel, such other index as may be designated by the Market Agent as the Direct Purchase Index for such Direct Purchase Period pursuant to Section 2.13 hereof.

"Direct Purchase Interest Rate Period" means each period during the Direct Purchase Period for which a particular Direct Purchase Rate is in effect.

"Direct Purchase Mode" means the Interest Rate Mode during which the Bonds bear interest at the Direct Purchase Rate and during which any Unremarketed Bonds, if any, remain Outstanding.

"Direct Purchase Period" means the entire period during which Bonds constitute Direct Purchase Bonds, which Direct Purchase Period shall generally be comprised of multiple Direct Purchase Interest Rate Periods, during which Direct Purchase Rates are in effect. A Direct Purchase Period shall also include any period during which any Unremarketed Bonds remain Outstanding.

"Direct Purchase Period Earliest Redemption Date" means during any Direct Purchase Period, the date or dates on which Direct Purchase Bonds are subject to optional redemption during the applicable Direct Purchase Period, as established by the Clinic, the Market Agent or the Direct Purchaser or as set forth in the applicable Supplemental Bond Indenture or Bondholder Agreement in accordance with the provisions of Section 2.13 hereof.

"Direct Purchase Rate" means the interest rate per annum on Direct Purchase Bonds determined on a periodic basis as provided in Section 2.13 hereof.

"Direct Purchase Rate Determination Date" means during any Direct Purchase Period, the date established as such by the Clinic, the Market Agent or the Direct Purchaser as set forth in the applicable Supplemental Bond Indenture or Bondholder Agreement.

"Direct Purchase Rate Mandatory Purchase Date" means the first day following the last day of each Direct Purchase Interest Rate Period, or any other date established as such in a Supplemental Bond Indenture or Bondholder Agreement.

"Direct Purchaser" means, during any Direct Purchase Period, the Holder of the Direct Purchase Bonds, if there is a single Holder of all of the Direct Purchase Bonds and provided, however, that the Bonds are not then held under the book-entry system. If there is more than one Holder of the Direct Purchase Bonds, "Direct Purchaser" means the Holders owning a majority in aggregate principal amount of the Direct Purchase Bonds then Outstanding. If the Direct Purchase Bonds are then held under the book-entry system, "Direct Purchaser" means the Beneficial Owner of the Direct Purchase Bonds, if there is a single Beneficial Owner of all of the Direct Purchase Bonds. If there is more than one Beneficial Owner of the Direct Purchase

Bonds, "Direct Purchaser" means the Beneficial Owners who are the Beneficial Owners of a majority in aggregate principal amount of the Direct Purchase Bonds then Outstanding.

"DTC" means The Depository Trust Company, New York, New York.

"Electronic Notice" means a notice transmitted through email, facsimile or other similar electronic means of communication providing evidence of transmission, including a telephone communication confirmed by any other method set forth in this definition, to the notice address supplied by or on behalf of the addressee.

"Eligible Bonds" means any Bonds other than Bank Bonds or Bonds owned by, for the account of, or on behalf of, the Issuer or the Clinic.

"Eligible Account" means an account that is maintained with the corporate trust department of a federal depository institution, trust company or state-chartered depository institution subject to regulations regarding fiduciary funds on deposit similar to Title 12 of the U.S. Code of Federal Regulation Section 9.10(b), which, has corporate trust powers and is acting in its fiduciary capacity.

"*Eligible Moneys*" means:

(a) Bond proceeds deposited with the Trustee contemporaneously with the issuance and sale of the Bonds and which are continuously thereafter held subject to the lien of the Indenture in a separate and segregated fund, account or subaccount established hereunder in which no moneys which are not Eligible Moneys are at any time held;

(b) moneys (i) paid or deposited by the Clinic to or with the Trustee, (ii) held in any fund, account or subaccount established hereunder in which no other moneys which are not Eligible Moneys are held and (iii) which have so been on deposit with the Trustee for at least 124 consecutive days from their receipt by the Trustee or at least 367 consecutive days from their receipt by the Trustee if such funds are provided by an Insider (within the meaning of Title 11 of the United States Bankruptcy Code, with respect to the Clinic), during and prior to which period no petition by or against the Issuer, the Clinic or any such Insider under any bankruptcy or similar law now or hereafter in effect shall have been filed and no bankruptcy or similar proceeding otherwise initiated (unless such petition or proceeding shall have been dismissed and such dismissal be final and not subject to appeal), together with investment earnings on such moneys;

(c) moneys received by the Trustee from any payment under a Credit Facility or a Liquidity Facility which are held in any fund, account or subaccount established hereunder in which no other moneys which are not Eligible Moneys are held, together with investment earnings on such moneys;

(d) proceeds from the remarketing of any Bonds pursuant to the provisions of this Twenty-Ninth Supplemental Indenture to any person other than the Issuer, the Clinic or any Insider;

(e) proceeds from the issuance and sale of refunding bonds, together with the investment earnings on such proceeds, if there is delivered to the Trustee at the time of issuance and sale of such refunding bonds an opinion of nationally recognized bankruptcy counsel experienced in bankruptcy matters (which opinion may assume that no holder of a Bond is an Insider) to the effect that the use of such proceeds and investment earnings to pay the principal of, premium, if any, or interest on the Bonds would not be avoidable as preferential payments under Section 547 of the Bankruptcy Code recoverable under Section 550 of the Bankruptcy Code should the Issuer or the Clinic become a debtor in a proceeding commenced thereunder; and

(f) moneys which are derived from any source, including without limitation moneys from the Clinic, together with the investment earnings on such moneys, if the Trustee has received an unqualified opinion of nationally recognized bankruptcy counsel experienced in bankruptcy matters (which opinion may assume that no holder of a Bonds is an Insider) to the effect that payment of such amounts to a holder of a Bond would not be avoidable as preferential payments under Section 547 of the Bankruptcy Code recoverable under Section 550 of the Bankruptcy Code should the Issuer or the Clinic become a debtor in a proceeding commenced thereunder;

provided that such proceeds, moneys or income shall not be deemed to be Eligible Moneys or available for payment of the Bonds if, among other things, an injunction, restraining order or stay is in effect preventing such proceeds, moneys or income from being applied to make such payment. For the purposes of this definition, the term "moneys" shall include cash and any Permitted Investments including, without limitation, Government Obligations.

"EMMA" means the Electronic Municipal Market Access internet website maintained by the Municipal Securities Rulemaking Board, or any successor designated by the Municipal Securities Rulemaking Board.

"Event of Default" means any of the events specified in Section 5.1 of the Original Indenture.

"Event of Taxability" means a (i) change in law or fact or the interpretation thereof, or the occurrence or existence of any fact, event or circumstance (including, without limitation, the taking of any action by the Clinic, or the failure to take any action by the Clinic, or the making by the Clinic of any misrepresentation in the Loan Agreement or in any certificate required to be given in connection with the issuance, sale or delivery of the Bonds) which has the effect of causing interest paid or payable on the Bonds to become includable, in whole or in part, in the gross income of a Bondholder or any former Bondholder for federal income tax purposes or (ii) the entry of any decree or judgment by a court of competent jurisdiction, or the taking of any official action by the Internal Revenue Service or the Department of the Treasury, which decree, judgment or action shall be final under applicable procedural law, in either case, which has the effect of causing interest paid or payable on the Bonds to become includable, in whole or in part, in the gross income of such Bondholder or such former Bondholder for federal income tax purposes with respect to the Bonds.

"Expiration Date" means (i) the date upon which a Liquidity Facility or Credit Facility is scheduled to expire (taking into account any extensions of such Expiration Date by virtue of extensions of a particular Liquidity Facility or Credit Facility, from time to time) in accordance with its terms, including without limitation termination upon delivery of a Liquidity Facility, an Alternate Liquidity Facility, a Credit Facility or an Alternate Credit Facility to the Trustee and (ii) the date upon which a Liquidity Facility or Credit Facility terminates following voluntary termination by the Clinic pursuant to the terms of the related Liquidity Facility or Credit Facility. If the Liquidity Facility or the Credit Facility provides for automatic extension or renewal of its scheduled expiration date, the Trustee shall be entitled to conclusively presume that such Liquidity Facility or Credit Facility has been automatically extended or renewed unless the Trustee has received written notice prior to the scheduled expiration date from the Liquidity Facility Provider or Credit Facility Provider, as applicable, of its intent not to extend or renew.

"Facilities" means the Clinic's facilities financed by the Bonds.

"Favorable Opinion of Bond Counsel" means an opinion of Bond Counsel, addressed to the Issuer, the Remarketing Agent, if any, the Direct Purchaser, if any, the Clinic and the Trustee, to the effect that the action proposed to be taken is authorized or permitted or not prohibited by or in contravention of the Indenture and will not result in the inclusion of interest on the Bonds in gross income of the Holders thereof for federal income tax purposes.

"Federal Reserve Website" means the website identified by the Board as the source for SOFR or OBFR, as applicable.

"Final Maturity Date" means November 15, 20[ ].

"*Fixed Bonds*" means Bonds that bear interest at Fixed Rates.

"Fixed Mode" means the Interest Rate Mode during which the Series 2026 Bonds bear interest at a Fixed Rate or Fixed Rates to their Maturity Date or earlier Conversion Date.

"Fixed Period" means any period commencing on a Conversion Date to the Final Maturity Date or earlier Conversion during which Series 2026 Bonds constitute Fixed Bonds.

"Fixed Rate" means the fixed interest rate or interest rates per annum on Fixed Bonds, as determined prior to the Conversion of the Series 2026 Bonds to the Fixed Mode or to a new Fixed Period as provided in Section 2.14 hereof.

"Fixed Rate Conversion Date" means the effective date of a Conversion of the Bonds or a portion of the Series 2026 Bonds into a Fixed Period or from one Fixed Period to a new Fixed Period pursuant to the provisions of Section 2.15 hereof.

"Flexible Mode" means the Interest Rate Mode during which the Bonds bear interest at the Flexible Rate.

"Flexible Rate" means the per annum interest rate on a Bond in the Flexible Mode determined for such Bond pursuant to Section 2.09 hereof. The Bonds in the Flexible Mode may bear interest at different Flexible Rates.

"Flexible Rate Bond" means a Bond in the Flexible Mode.

"Flexible Rate Determination Date" means the first day of each Flexible Rate Period.

"Flexible Rate Period" means the period of from one to 270 calendar days (which period must end on a day preceding a Business Day) during which a Flexible Rate Bond shall bear interest at a Flexible Rate, as established pursuant to Section 2.09 hereof. The Bonds in the Flexible Mode may be in different Flexible Rate Periods.

"FRN Bonds" means Bonds that bear interest at FRN Rates.

"FRN Index" means the SIFMA Index, Daily Simple SOFR, Term SOFR or such other index reasonably expected to measure contemporaneous variations in the cost of newly borrowed funds or inflation, as applicable.

"FRN Index Percentage" means the percentage determined by the Remarketing Agent pursuant to Section 2.10(d) hereof with respect to the determination of the FRN Rate, provided that such percentage is not less than 0.65 and not greater than 1.35.

"FRN Interest Rate Period" means each period during the FRN Period during which FRN Rates are in effect, as described in Section 2.10(a) hereof.

"FRN Mode" means the Interest Rate Mode during which the Bonds bear interest at FRN Rates.

"FRN Period" means the entire period during which Bonds constitute FRN Bonds, which FRN Period shall generally be comprised of multiple FRN Interest Rate Periods, during which FRN Rates are in effect.

"FRN Rate" means, with respect to the FRN Bonds in a particular FRN Interest Rate Period, the interest rate per annum on FRN Bonds during such FRN Interest Rate Period determined on a periodic basis as provided in Section 2.10 hereof, which is equal to the sum of (a) the FRN Index multiplied by the FRN Index Percentage, plus (b) the FRN Spread.

"FRN Rate Conversion Date" means (a) a conversion from any FRN Interest Rate Period into a new FRN Interest Rate Period and (b) a conversion of the FRN Bonds from an FRN Interest Rate Period to an Interest Rate Period other than an FRN Interest Rate Period.

"*FRN Rate Determination Date*" means:

(a) if the FRN Index is the SIFMA Index, each Wednesday, or if such Wednesday is not a Business Day, the following Business Day;

(b) if the FRN Index is Daily Simple SOFR, each Business Day; and

(c) if the FRN Index is Term SOFR:

(i) if one-month Term SOFR has been selected as the Term SOFR Tenor, the first Business Day of each calendar month;

(ii) if three-month Term SOFR has been selected as the Term SOFR Tenor, the first Business Day of the third calendar month following the first day of each FRN Interest Rate Period and thereafter the first Business Day of each third calendar month following the last FRN Rate Determination Date;

(iii) if six-month Term SOFR has been selected as the Term SOFR Tenor, the first Business Day of the sixth calendar month following the first day of each FRN Interest Rate Period and thereafter the first Business Day of each sixth calendar month following the last FRN Rate Determination Date; and

(iv) if twelve-month Term SOFR has been selected as the FRN Index, the first Business Day of the twelfth calendar month following the first day of each FRN Interest Rate Period and thereafter the first Business Day of each twelfth calendar month following the last FRN Rate Determination Date.

"FRN Rate Hard Put Bonds" means those FRN Bonds that are required to be purchased on an FRN Rate Hard Put Mandatory Purchase Date, pursuant to the election of the Clinic under Section 2.10(c) hereof.

"FRN Rate Hard Put Mandatory Purchase Date" means, with respect to the FRN Rate Hard Put Bonds, the first day following the last day of each FRN Interest Rate Period.

"FRN Rate Mandatory Purchase Date" means, with respect to the FRN Bonds, each FRN Rate Hard Put Mandatory Purchase Date and FRN Rate Soft Put Mandatory Purchase Date.

"FRN Rate Soft Put Bonds" means any FRN Bonds that are required to be purchased on an FRN Rate Soft Put Mandatory Purchase Date, but only to the extent that (a) remarketing proceeds, (b) funds made available from a Credit Facility or a Liquidity Facility or (c) other amounts made available by the Clinic, in its sole discretion, are available for such purchase, pursuant to the election of the Clinic under Section 2.10 hereof.

"FRN Rate Soft Put Mandatory Purchase Date" means, with respect to the FRN Rate Soft Put Bonds, the first day following the last day of each FRN Interest Rate Period.

"FRN Spread" means the spread, determined by the Remarketing Agent in accordance with Section 2.10(d) hereof prior to the commencement of an FRN Interest Rate Period, based on the relative spreads of securities that bear interest based on the FRN Index and FRN Index Percentage that, in the reasonable judgment of the Remarketing Agent under prevailing market conditions, are otherwise comparable to the Bonds or affecting the market for the Bonds or affecting such other comparable securities in a manner which, in the reasonable judgment of the

Remarketing Agent, will affect the market for the Bonds (assuming for these purposes that the Bonds were to bear interest at FRN Rates for a particular FRN Interest Rate Period).

"Funding Amount" has the meaning set forth in Section 4.10(c)(iii) hereof.

"Government Obligations" means obligations of, or obligations guaranteed as to principal and interest by, the U.S. or any agency or instrumentality thereof, when such obligations are backed by the full faith and credit of the U.S. including:

(a) U.S. treasury obligations
(b) U.S. Department of Housing and Urban Development Public Housing Agency Bonds
(c) Federal Housing Administration debentures
(d) Government National Mortgage Association (GNMA) guaranteed mortgage backed securities or participation certificates
(e) RefCorp debt obligations
(f) SBA guaranteed participation certificates and guaranteed pool certificates
(g) Farm Credit System consolidated systemwide bonds and notes
(h) Federal Home Loan Banks consolidated debt obligations
(i) Federal National Mortgage Association debt obligations
(j) State and Local Government Series (demand deposit)

"Immediate Termination Date" means, with respect to Bonds supported by a Liquidity Facility in the form of a standby bond purchase agreement or other standby liquidity agreement, the date, if any, on which the Liquidity Facility Provider's obligation to advance funds or purchase Bonds under such Liquidity Facility terminates or suspends immediately and automatically in accordance with its terms.

"Indenture" means the Original Indenture, as amended by this Twenty-Ninth Supplemental Indenture, the Twenty-Seventh Supplemental Indenture, the Twenty-Eighth Supplemental Indenture, the [ ] Supplemental Indenture, and as may be further amended, ~~supplemented~~, modified or restated from time to time.

"Independent Counsel" means an attorney duly admitted to practice law before the highest court of any state and, without limitation, may include independent legal counsel for any of the Issuer, the Clinic or the Trustee.

"Index Reset Date" means the first Business Day of each calendar month.

"Initial Weekly Period" means the period commencing on the Date of Issuance to the Final Maturity Date or earlier Conversion, redemption or purchase, during which the Bonds constitute Weekly Bonds.

"Initial Window Rate Spread" means with respect to any Conversion to a Window Period, the spread determined by the Remarketing Agent on the applicable Window Rate Determination Date pursuant to Section 2.12 hereof.

"*Interest Accrual Date*" means:

(a) with respect to any Weekly Period, any Daily Period, any Two-Day Period,

any Window Period, any FRN Period, any VRO Interest Rate Period, any Fixed Period or any Long-Term Period, the first day thereof and, thereafter, each Interest Payment Date during such period, other than the last such Interest Payment Date;

(b) with respect to any Short-Term Period, the first day thereof;

(c) with respect to any Flexible Rate Period, the first day thereof; and

(d) with respect to any Direct Purchase Period, either the first calendar day of each month or the first Business Day of each calendar month, as set forth in the applicable Supplemental Bond Indenture or Bondholder Agreement.

"Interest Accrual Period" means, during any Direct Purchase Period, the Interest Accrual Period established in the applicable Supplemental Bond Indenture or Bondholder Agreement.

"Interest Fund" means the fund by that name established pursuant to Section 5.03 hereof.

"*Interest Payment Date*" means:

(a) with respect to any Weekly Period, any Daily Period, any Two-Day Period, or any VRO Interest Rate Period, the first Business Day of each calendar month, commencing [May 1, 2026] with respect to the Bonds during the Initial Weekly Period;

(b) with respect to any FRN Period:

(i) if the FRN Index is Daily Simple SOFR or if the FRN Index is Term SOFR and one-month Term SOFR has been selected as the Term SOFR Tenor, the first Business Day of each calendar month;

(ii) if the FRN Index is Term SOFR and if three-month Term SOFR has been selected as the Term SOFR Tenor, the first Business Day of the third calendar month following the first day of each FRN Interest Rate Period and

thereafter the first Business Day of each third calendar month following the last FRN Rate Determination Date;

(iii) if the FRN Index is Term SOFR and if six-month Term SOFR has been selected as the Term SOFR Tenor, the first Business Day of the sixth calendar month following the first day of each FRN Interest Rate Period and thereafter the first Business Day of each third calendar month following the last FRN Rate Determination Date; and

(iv) if the FRN Index is Term SOFR and if twelve-month Term SOFR has been selected as the FRN Index, the first Business Day of the twelfth calendar month following the first day of each FRN Interest Rate Period and thereafter the first Business Day of each twelfth calendar month following the last FRN Rate Determination Date; and

(c) with respect to any Fixed Period or Long-Term Period, each May 15 and November 15, or if any May 15 or November 15 is not a Business Day, the next succeeding Business Day, commencing the first May 15 or November 15 following the Conversion Date to such Fixed Period or Long-Term Period;

(d) with respect to any Short-Term Interest Rate Period, the first Business Day next succeeding the last day thereof;

(e) with respect to each Interest Rate Mode, any Conversion Date;

(f) with respect to any Window Period, the First Thursday of each month, or if such first Thursday is not a Business Day, the next succeeding Business Day;

(g) with respect to the Bonds in the Flexible Mode, each Mandatory Purchase Date applicable thereto;

(h) with respect to any Bank Bonds, as provided in the applicable Liquidity Facility or Credit Facility Agreement; and

(i) with respect to any Direct Purchase Period, the first Business Day of each calendar month, or as may otherwise be established in the applicable Supplemental Bond Indenture or Bondholder Agreement; and

(j) the Maturity Date.

"Interest Rate Mode" means a Daily Mode, a Two-Day Mode, a Weekly Mode, a Short-Term Mode, a Long-Term Mode, an FRN Mode, a VRO Mode, a Window Mode, a Flexible Mode, a Direct Purchase Mode or a Fixed Mode.

"Interest Rate Period" means a Daily Interest Rate Period, a Two-Day Interest Rate Period, a Weekly Interest Rate Period, a Short-Term Interest Rate Period, a Long-Term Interest

Rate Period, a Flexible Rate Period, a FRN Interest Rate Period, a VRO Interest Rate Period, a Window Interest Rate Period, a Direct Purchase Interest Rate Period or a Fixed Period.

"Issuer" means the City of Rochester, Minnesota.

"Issuer Letter of Representations" means the Blanket Issuer Letter of Representations between the Issuer and DTC.

"Issuer Representative" means the Mayor or the City Clerk, or any other officers of the Issuer designated by resolution of the governing body of the Issuer to execute documents on its behalf.

"Liquidity Facility" means a line of credit, letter of credit, standby purchase agreement, loan, guarantee, or similar liquidity facility for a Series of Bonds issued by a commercial bank or other financial institution which, by its terms, provides for the payment of the Purchase Price of Bonds tendered and not remarketed, and delivered to the Trustee or, in the event of the delivery of an Alternate Liquidity Facility, such Alternate Liquidity Facility.

"Liquidity Facility Account" means the account by that name in the Bond Purchase Fund established pursuant to Section 4.10(a)(ii) hereof.

"Liquidity Facility Bonds" means Bonds purchased with moneys drawn under (or otherwise obtained pursuant to the terms of) a Liquidity Facility, but excluding Bonds no longer considered to be Liquidity Facility Bonds in accordance with the terms of such Liquidity Facility.

"Liquidity Facility Provider" means the commercial bank or other financial institution issuing (or having primary obligation, or acting as agent for the financial institutions obligated, under) a Liquidity Facility then in effect.

"Liquidity Facility Rate" means the rate per annum, if any, specified in a Liquidity Facility as applicable to Liquidity Facility Bonds, which shall not exceed the Maximum Interest Rate for Liquidity Facility Bonds.

"Loan Agreement" means the Original Loan Agreement and all amendments thereto.

"Loan Default Event" means any of the events specified in Section 8.01 of the Original Loan Agreement.

"Long-Term Bonds" means Bonds that bear interest at Long-Term Rates.

"Long-Term Interest Rate Period" means each period during the Long-Term Period for which a particular Long-Term Rate is in effect.

"Long-Term Mode" means the Interest Rate Mode during which the Bonds bear interest at the Long-Term Rate.

"Long-Term Period" means the entire period during which Bonds thereof constitute Long-Term Bonds, which Long-Term Period shall generally be comprised of multiple Long-Term Interest Rate Periods, during which Long-Term Rates are in effect.

"Long-Term Rate" means the non-variable interest rate per annum on Long-Term Bonds determined on a periodic basis as provided in Section 2.08 hereof.

"Long-Term Rate Mandatory Purchase Date" means the first day following the last day of each Long-Term Interest Rate Period.

"Mandatory Purchase Date" means any Purchase Date on which Bonds are subject to mandatory purchase pursuant to Sections 4.07, 4.08 or 4.09 hereof, including as set forth in any applicable Supplemental Bond Indenture or Bondholder Agreement.

"Mandatory Purchase Window" means, during a Window Period, (a) 210 days or (b) such other number of days specified by the Remarketing Agent prior to the commencement of the Window Period, with the consent of the Clinic, in a written notice to the Trustee, the Credit Facility Provider, if any, and the Liquidity Facility Provider, if any. Any change in the Mandatory Purchase Window shall become effective only at the commencement of a Window Period, on a Window Rate Mandatory Purchase Date or any other mandatory tender for purchase for Window Bonds that occurs pursuant to Section 4.07 hereof during such Window Period.

"Market Agent" means the Person, if any, appointed by the Clinic to serve as market agent in connection with any Direct Purchase Period.

"Maturity Date" means, during any Interest Rate Period other than a Fixed Period, the Final Maturity Date; and with respect to a Series 2026 Bond in a Fixed Period (including any Conversion from a Fixed Period to a new Fixed Period), the dates set forth in Section 2.01 hereof or such maturities as are determined pursuant to Section 2.15(f)(vi) hereof, including the Final Maturity Date.

"Maximum Federal Corporate Tax Rate" means the maximum rate of income taxation imposed on corporations pursuant to Section 11(b) of the Code, as in effect from time to time (or, if as a result of a change in the Code, the rate of income taxation imposed on corporations generally shall not be applicable to the Purchaser, the maximum statutory rate of federal income taxation applicable to the Purchaser).

"Maximum Interest Rate" means 12% per annum for all Bonds except Direct Purchase Bonds and Bank Bonds, for which the Maximum Interest Rate shall be 25% per annum,

provided*, however,* that in any case the Maximum Interest Rate on any Bonds shall not exceed the Maximum Lawful Rate.

"Maximum Lawful Rate" means the maximum rate of interest on the relevant obligation permitted by applicable law.

"*Notice Address*" means:

As to the Clinic:	Mayo Clinic 200 First Street, S.W. Rochester, Minnesota 55905 Attn: Treasury Services
As to the Issuer:	City of Rochester 201 Fourth Street, S.E. Rochester, Minnesota 55904-3742 Attn: Finance Director
As to the Trustee:	Computershare Trust Company, National Association CTO Mail Operations 1505 Energy Park Drive St. Paul Minnesota 55108 Attn: Angela Weidell-Labathe

As to each Liquidity Facility Provider, Remarketing Agent, Tender Agent, Calculation Agent, and Purchaser, and any other Person from time to time required to receive notice hereunder (excluding the Bondholders), such address as such Person shall have provided in writing to each of the Clinic, the Issuer, the Liquidity Facility Provider and the Trustee, or, in each case, such other address or addresses as any such Person shall designate by notice actually received by the addressor.

"Noticed Termination Date" means, with respect to Bonds supported by a Liquidity Facility in the form of a standby bond purchase agreement or other standby liquidity agreement or a Credit Facility, the date on which a Liquidity Facility Provider's or Credit Facility Provider's obligation to advance funds or purchase Bonds under a Liquidity Facility or Credit Facility terminates or has not been reinstated as stated in the Liquidity Facility Provider's or Credit Facility Provider's notice of termination delivered pursuant to the Liquidity Facility or Credit Facility and related Credit Facility Agreement due to a non-reimbursement of the Credit Facility or Liquidity Facility Provider or default under specified sections of the Liquidity Facility or Credit Facility Agreement, as applicable, which date of termination shall be at least thirty-five (35) days (or such other period as is specified in the Liquidity Facility or Credit Facility Agreement) after the date of receipt by the Trustee of such notice.

"OBFR" means the secured overnight bank funding rate published by the Board, which, as of the Date of Issuance, is available at www.newyorkfed.org.

"*OBFR Index Cessation Date*" means, in respect of an OBFR Index Cessation Event, the date on which the Board ceases to publish the OBFR, or the date as of which the OBFR may no longer be used.

"*OBFR Index Cessation Event*" means the occurrence of one or more of the following events:

(a) a public statement by the Board announcing that it has ceased to publish or provide the OBFR permanently or indefinitely; or

(b) the publication of information which reasonably confirms that Board has ceased to provide the OBFR permanently or indefinitely.

"Official Statement" means the Official Statement dated April [ ], 2026 prepared in connection with the offering and sale of the Bonds.

"Opinion of Counsel" means a written opinion or opinions of counsel (who may be counsel for the Clinic or the Issuer) selected by the Clinic or by the Issuer, as applicable, and not objected to by the other party or the Trustee or the Direct Purchaser, if any.

"Optional Redemption Fund" means the fund by that name established pursuant to Section 5.05 hereof.

"Original Indenture" means the Trust Indenture, dated as of December 1, 1987, between the Issuer and the Trustee, as amended to but not including the date hereof.

"Original Loan Agreement" means the Amended and Restated Loan Agreement, dated as of May 2, 1998, between the Issuer and the Clinic, as amended to but not including the date hereof.

"Person" means an individual, corporation, firm, association, partnership, trust or other legal entity or group of entities, including a governmental entity or any agency or political subdivision thereof.

"Prime Rate" means, during any Direct Purchase Period, the Prime Rate set forth in the applicable Supplemental Bond Indenture or Bondholder Agreement.

"Principal Office" of the Trustee means, as appropriate, the designated corporate trust office of the Trustee, which as of the date hereof is located as set forth in the definition of "Notice Address," or such other or additional offices as shall be specified by the Trustee in writing delivered to the Issuer and the Clinic. *"Principal Office"* of a Remarketing Agent, a Calculation Agent or a Market Agent means the address for such Remarketing Agent, Calculation Agent or Market Agent designated in writing to the Trustee and the Clinic.

"Purchase Contract" means the Bond Purchase Agreement dated April [ ], 2026 between the Issuer and the Underwriter.

"Purchase Date" means each date on which Bonds are subject to optional or mandatory purchase pursuant to this Twenty-Ninth Supplemental Indenture and shall include each Mandatory Purchase Date and each date on which the Clinic provides funds pursuant to the proviso contained in Section 4.18(b) hereof following return of the Bonds to the Holders pursuant to Section 4.18(a) hereof.

"Purchase Price" means, with respect to a Bond subject to purchase on a Purchase Date, an amount equal to the principal amount thereof plus accrued interest to, but not including, the Purchase Date, provided*, however,* that:

(a) if the Purchase Date for any Purchased Bond is an Interest Payment Date, the Purchase Price thereof shall be the principal amount thereof, and interest on such Bond shall be paid to the Holder of such Bond pursuant to this Twenty-Ninth Supplemental Indenture and

(b) in the case of a purchase on a Conversion Date which is preceded by a Long-Term Interest Rate Period and which commences prior to the day originally established as the last day of such preceding Long-Term Interest Rate Period, *"Purchase Price"* of any Purchased Bonds means the optional Redemption Price set forth in Section 4.01(g) hereof which would have been applicable to such Bond if the Bonds were redeemed on such Conversion Date, plus accrued interest, if any.

"Purchased Bonds" means the Bonds to be purchased on a Purchase Date pursuant to Sections 4.06, 4.07, 4.08 or 4.09 hereof.

"Purchaser" means the Underwriter or Direct Purchaser, as applicable.

"Rebate Fund" means the fund by that name established pursuant to Section 5.10 hereof.

"Record Date" means, with respect to any Interest Payment Date, (a) with respect to any Bonds other than Long-Term Bonds or Fixed Bonds, the Business Day immediately preceding such Interest Payment Date, and (b) with respect to Long-Term Bonds or Fixed Bonds, the first day of the month in which such Interest Payment Date occurs, whether or not such day is a Business Day.

"Redemption Date" means the date upon which the Bonds or any portion thereof is redeemed.

"Redemption Price" means, with respect to any Bond (or portion thereof), the principal amount of such Bond (or portion) plus the applicable premium, if any, payable upon redemption thereof pursuant to the provisions of such Bond and this Twenty-Ninth Supplemental Indenture.

"Reimbursement Obligations" means those amounts required to be reimbursed to a Credit Facility Provider or Liquidity Facility Provider upon payment by the Credit Facility Provider or Liquidity Facility Provider under a Credit Facility or Liquidity Facility, as applicable.

"Remarketing Agent" means, with respect to the Bonds, the financial institution or institutions as may be designated by the Clinic as the Remarketing Agent, if any, for such Bonds, or any other Remarketing Agent or successor or additional Remarketing Agent appointed in accordance with this Twenty-Ninth Supplemental Indenture. No Remarketing Agent shall be required during any Fixed Period, during any Direct Purchase Period until the applicable Direct Purchase Rate Mandatory Purchase Date or during any Long-Term Rate Period until the applicable Long-Term Rate Mandatory Purchase Date. The initial Remarketing Agent for the Bonds is [ ].

"Remarketing Agreement" means any agreement between the Clinic and a Remarketing Agent whereby the Remarketing Agent undertakes to perform the duties of the Remarketing Agent under this Twenty-Ninth Supplemental Indenture, as amended, supplemented, modified or restated from time to time in accordance with its terms.

"Remarketing Proceeds Account" means the account by that name within the Bond Purchase Fund established pursuant to Section 4.10(a)(ii) hereof.

"Remarketing Window" has the meaning given in Section 4.11(a)(iv) hereof.

"Required Stated Amount" means with respect to a Liquidity Facility or a Credit Facility, at any time of calculation, an amount equal to the aggregate principal amount of all Bonds then Outstanding supported by such Liquidity Facility or Credit Facility together with interest accruing thereon (assuming an annual rate of interest equal to the Maximum Interest Rate) for the period as shall be specified in such Liquidity Facility or Credit Facility to be the minimum period specified by the Rating Agencies then rating such Bonds as necessary to obtain (or maintain) a specified short-term rating of such Bonds.

"*Responsible Officer*" means, when used with respect to the Trustee, any officer within the corporate trust department of the Trustee, including any vice president, assistant vice president, assistant secretary, assistant treasurer, trust officer or any other officer of the Trustee who customarily performs functions similar to those performed by the persons who at the time shall be such officers, respectively, or to whom any corporate trust matter is referred because of such person's knowledge of and familiarity with the particular subject and who shall have direct responsibility for the administration of this Twenty-Ninth Supplemental Indenture.

"Revenue Fund" means the fund by that name established pursuant to Section 5.02 hereof.

"Securities Act" means the Securities Act of 1933, as amended.

"Securities Depository" means DTC and its successors and assigns, or any other securities depository selected as set forth in Section 2.23 hereof.

"Self Liquidity Arrangement" means an agreement or other arrangement from the Clinic to pay the Purchase Price of the Bonds in accordance with the Indenture.

"Series" means, when used with respect to the Bonds, all the Bonds designated as being of the same Series, whether upon initial issuance thereof or upon any Conversion of a portion of

a Series and redesignation thereof, authenticated and delivered in a simultaneous transaction, and any Bonds thereafter authenticated and delivered upon a transfer or exchange or in lieu of or in substitution for such Bonds of such Series, or upon a Conversion of a portion of any Series of the Bonds, as herein provided. In the event that the Bonds or a portion of the Bonds have been so designated as being in more than a single Series, references in this Twenty-Ninth Supplemental Indenture and in the Loan Agreement to the Bonds shall, as the context may require, refer to only the Bonds of the particular Series in question.

"Series 2026A Bonds" means the Health Care Facilities Revenue Bonds (Mayo Clinic), Series 2026A, issued under the Indenture.

"Series 2026B Bonds" means the Health Care Facilities Revenue Bonds (Mayo Clinic), Series 2026B, issued under the Indenture.

"Series 2026 Bonds" means the Health Care Facilities Variable Rate Revenue Bonds (Mayo Clinic), Series 2026C, issued under the Original Indenture, as amended by this Twenty-Ninth Supplemental Indenture.

"Series 2026D Bonds" means the Health Care Facilities Variable Rate Revenue Bonds (Mayo Clinic), Series 2026D, issued under the Indenture.

"Short-Term Bonds" means Bonds that bear interest at Short-Term Rates.

"Short-Term Interest Rate Period" means each period during the Short-Term Period for which a particular Short-Term Rate is in effect.

"Short-Term Mode" means the Interest Rate Mode during which the Bonds bear interest at Short-Term Rates.

"Short-Term Period" means each period during which Bonds constitute Short-Term Bonds, which Short-Term Period shall generally be comprised of multiple Short-Term Interest Rate Periods, during which Short-Term Rates are in effect.

"Short-Term Rate" means the interest rate per annum on Short-Term Bonds determined on a periodic basis as provided in Section 2.07 hereof.

"Short-Term Rate Mandatory Purchase Date" means the first day following the last day of each Short-Term Interest Rate Period.

"SIFMA" means the Securities Industry & Financial Markets Association (formerly the Bond Market Association).

"SIFMA Index" means, on any date, a rate determined on the basis of the seven-day high grade market index of tax-exempt variable rate demand obligations, as produced by Bloomberg (or successor organizations) and published or made available by SIFMA or any Person acting in cooperation with or under the sponsorship of SIFMA and acceptable to the Clinic and effective from such date or if such index is no longer produced or available, either (i) the S&P Municipal Bond 7 Day High Grade Rate Index as produced and made available by S&P Dow Jones Indices

LLC (or successor organizations) or (ii) with a Favorable Opinion of Bond Counsel, such other index designed to measure the average interest rate on weekly interest rate reset demand bonds similar to the Bonds as selected by the Clinic.

"Sinking Fund Installment" means the amount required by Section 5.04(d) hereof to be paid by the Issuer on any single date for the retirement of Bonds of a Series.

"*SOFR*" means the secured overnight financing rate published by the Board, which, as of the Date of Issuance, is available at www.newyorkfed.org.

"*SOFR Index*" means Daily Simple SOFR or Term SOFR, as applicable.

"SOFR Index Cessation Date" means, in respect of a SOFR Index Cessation Event, the date on which the Board ceases to publish SOFR or the Term SOFR Administrator ceases to publish Term SOFR, or the date as of which SOFR may no longer be used.

"*SOFR Index Cessation Event*" means the occurrence of one or more of the following events:

(a) (i) as it relates to Daily Simple SOFR, a public statement by the Board announcing that it has ceased to publish or provide SOFR permanently or indefinitely; or

(ii) as it relates to Term SOFR, a public statement by the Term SOFR Administrator announcing that it has ceased to publish or provide Term SOFR permanently or indefinitely; or

(b) (i) as it relates to Daily Simple SOFR, the publication of information which reasonably confirms that Board has ceased to provide SOFR permanently or indefinitely; or

(ii) as it relates to Term SOFR, the publication of information which reasonably confirms that the Term SOFR Administrator has ceased to provide Term SOFR permanently or indefinitely.

"Special Record Date" means the date established by the Trustee pursuant to Section 2.02(b)(vi) hereof as the record date for the payment of defaulted interest on Bonds.

"State" means the State of Minnesota.

"Supplemental Bond Indenture" means any indenture hereafter duly authorized and entered into between the Issuer and the Trustee, supplementing, modifying or amending this Twenty-Ninth Supplemental Indenture; but only if and to the extent that such Supplemental Bond Indenture is specifically authorized hereunder.

"*Taxable Date*" means the date as of which interest on the Bonds is first includable in the gross income of the Holder (including, without limitation, any previous Holder) thereof as determined pursuant to either (i) an opinion of Bond Counsel, or (ii) a Determination of Taxability.

"Taxable Period" means the period for which interest on the Bonds is included in the gross income of such Bondholder or former Bondholder, as applicable, if the Bonds had borne interest at the Taxable Rate, beginning on the Taxable Date.

"*Taxable Rate*" means, with respect to a Taxable Period, the product of (i) the interest rate on the Bonds during such period and (ii) the Taxable Rate Factor.

"Taxable Rate Factor" means, for each day that the Taxable Rate is determined, the quotient of (i) one *divided by* (ii) one minus the Maximum Federal Corporate Tax Rate in effect as of such day, rounded upward to the second decimal place.

"Tax-Exempt Organization" means a Person organized under the laws of the United States of America or any state thereof which is an organization described in Section 501(c)(3) of the Code, which is exempt from federal income taxation under Section 501(a) of the Code, and which is not a "private foundation" within the meaning of Section 509(a) of the Code, or corresponding provisions of federal income tax laws from time to time in effect.

"Term Out Period" means, during any Direct Purchase Period, the Term Out Period, if any, established by the Direct Purchaser or the Market Agent or as otherwise set forth in the applicable Supplemental Bond Indenture or Bondholder Agreement.

"Term Out Rate" means, during any Direct Purchase Period, the Term Out Rate, if any, established by the Direct Purchaser or the Market Agent or as otherwise set forth in the applicable Supplemental Bond Indenture or Bondholder Agreement.

"Term SOFR" means, for any day:

(a) the CME Term SOFR Reference Rate for applicable Term SOFR Tenor as published by the Term SOFR Administrator as of 4:00 p.m., New York City time, on the day that is two U.S. Government Securities Business Days prior to the related FRN Rate Determination Date or related Direct Purchase Rate Determination Date, as applicable.

(b) If the CME Term SOFR Reference Rate for the applicable Term SOFR Tenor cannot be determined as specified in paragraph (a), unless both a SOFR Index Cessation Event and a SOFR Index Cessation Date have occurred, then the Calculation Agent shall use the CME Term SOFR Reference Rate for applicable Term SOFR Tenor for the last Business Day for which such CME Term SOFR Reference Rate for the applicable Term SOFR Tenor was published on Term SOFR Administrator's Website.

(c) If a SOFR Index Cessation Event and a SOFR Index Cessation Date have occurred, the Calculation Agent shall determine the FRN Index or Direct Purchase Index, as applicable, as if references to the CME Term SOFR Reference Rate for applicable Term SOFR Tenor were references to the rate that was recommended as the replacement for the CME Term SOFR Reference Rate for applicable Term SOFR Tenor by the Board (which rate may include any adjustments or spreads, and which rate will be reasonably expected to measure contemporaneous variations in the cost of newly borrowed funds in U.S. dollars).

If Term SOFR determined as provided above would be less than zero, then such rate shall be deemed to be zero.

"Term SOFR Administrator" means the CME Group or the CME Benchmark Administration Limited or any successor administrator identified by the Board as the administrator of Term SOFR.

"Term SOFR Administrator's Website" means the website or any successor source for Term SOFR identified by the Term SOFR Administrator**.**

"Term SOFR Reference Date" means the U.S. Government Securities Business Day immediately prior to the related FRN Rate Determination Date**.**

"Term SOFR Tenor" means one-, three-, six-month or 12-month tenors, or such other available tenors as published by the Term SOFR Administrator**.**

"Trust Estate" or *"trust estate"* has the meaning specified in the granting clauses contained in the Original Indenture.

"*Twenty-Ninth Supplemental Indenture*" means this Twenty-Ninth Supplemental Trust Indenture, between the Issuer and the Trustee, as amended, supplemented, modified or restated from time to time.

"Two-Day Bonds" means Bonds that bear interest at Two-Day Rates.

"Two-Day Interest Rate Period" means each two day period during a Two-Day Period for which a particular Two-Day Rate is in effect.

"Two-Day Mode" means the Interest Rate Mode during which the Bonds bear interest at Two-Day Rates.

"Two-Day Period" means the entire period during which Bonds constitute Two-Day Bonds, which Two-Day Period shall generally be comprised of multiple Two-Day Interest Rate Periods, during which Two-Day Rates are in effect.

"Two-Day Rate" means the interest rate per annum on Two-Day Bonds determined on a two-day basis as provided in Section 2.05 hereof.

"Unassigned Rights" means the rights of the Issuer to indemnification and administration expenses and fees under Sections 4(d), 4(e) and 13 of Amendment No. 30, the right to provide its consent, acceptance or approval with respect to matters as to which that right is given, and the right of the Issuer to receive notices.

"Undelivered Bond" means any Bond that constitutes an Undelivered Bond under the provisions of Section 4.12 hereof.

"Undelivered Bond Payment Account" means the account by that name within the Bond Purchase Fund established pursuant to Section 4.10(a)(ii) hereof.

"Underwriter" means the initial purchaser of the Series 2026 Bonds, whether one or more, as identified in the Purchase Contract.

"Unremarketed Bonds" means Direct Purchase Bonds for which the Holders have not received the full Purchase Price of all of their Bonds on the applicable Direct Purchase Rate Mandatory Purchase Date.

"U.S. Government Securities Business Day" means any day except for a Saturday, Sunday or a day on which SIFMA recommends that the fixed income departments of its members be closed for the entire day for the purposes of trading in United States Government Obligations.

"VRO" means Variable Remarketed Obligation.

"VRO Bonds" means Bonds that bear interest at VRO Rates.

"VRO Interest Rate Period" means each period during which Bonds are in the VRO Mode, which VRO Interest Rate Period shall generally be comprised of multiple VRO Interest Rate Periods, during which VRO Rates are in effect.

"VRO Interest Rate Period Designated Amount" has the meaning given in Section 2.11(b)(i) hereof.

"VRO Interest Rate Period Failed Remarketing Event" has the meaning given in Section 2.11(c)(i) hereof.

"VRO Interest Rate Period Purchase Date" has the meaning given in Section 2.11(b)(i) hereof.

"VRO Interest Rate Period Purchase Price" has the meaning given in Section 2.11(b)(ii) hereof.

"VRO Interest Rate Period Remarketing Date" has the meaning given in Section 2.11(c)(ii) hereof.

"*VRO Interest Rate Period Remarketing Date Purchase Price*" has the meaning given in Section 2.11(c)(ii) hereof.

"VRO Interest Rate Period Remarketing Notice" has the meaning given in Section 2.11(b)(iv) hereof.

"VRO Interest Rate Period Remarketing Window" has the meaning given in Section 2.11(b)(iv) hereof.

"VRO Interest Rate Period Special Mandatory Redemption Date" means the earlier of (i) the Final Maturity Date and (ii) the third anniversary of the VRO Interest Rate Period Tender Notice Date relating to the VRO Interest Rate Period Tender Notice that resulted in the applicable VRO Interest Rate Period Failed Remarketing Event (or if such day is not a Business Day, the next preceding Business Day).

"VRO Interest Rate Period Tender Notice" has the meaning given in Section 2.11(b)(i) hereof.

"VRO Interest Rate Period Tender Notice Date" has the meaning given in Section 2.11(b)(i) hereof.

"VRO Interest Rate Period Tendered Bonds" has the meaning given in Section 2.11(b)(ii) hereof.

"VRO Mode" means the Interest Rate Mode during which the Bonds bear interest at the VRO Rate.

"VRO Rate" means the interest rate per annum on VRO Bonds determined on a periodic basis as provided in Section 2.11 hereof.

"VRO Step-Up Rate" means the lesser of (i) 12% per annum or (ii) the Maximum Lawful Rate.

"Weekly Bonds" means Bonds that bear interest at Weekly Rates.

"Weekly Interest Rate Period" means each weekly period during the Weekly Period for which a particular Weekly Rate is in effect.

"Weekly Mode" means the Interest Rate Mode during which the Bonds bear interest at Weekly Rates.

"Weekly Period" means the entire period during which Bonds constitute Weekly Bonds, which Weekly Period shall generally be comprised of multiple Weekly Interest Rate Periods, during which Weekly Rates are in effect.

"Weekly Rate" means the interest rate per annum on Weekly Bonds determined on a weekly basis as provided in Section 2.06 hereof.

"Window Bonds" means Bonds that bear interest at Window Rates.

"Window Interest Rate Period" means each period during the Window Period for which a particular Window Rate is in effect, which shall be a period generally consisting of 7 days commencing on a Thursday and ending on the following Wednesday, except in the case of (a) the initial Window Rate Interest Period occurring after a Conversion to the Window Mode for which the period shall be from the applicable Conversion Date to and including the following Wednesday and (b) the last Window Interest Rate Period during a Window Period, for which the

period shall end on the day preceding the applicable Conversion Date, redemption date or Final Maturity Date.

"Window Mode" means the Interest Rate Mode during which the Bonds bear interest at the Window Rate.

"Window Period" means the entire period during which Bonds constitute Window Bonds, which Window Period shall generally be comprised of multiple Window Interest Rate Periods, during which Window Rates are in effect.

"Window Rate" means the interest rate per annum on Window Bonds determined on a periodic basis as provided in Section 2.12 hereof.

"Window Rate Determination Date" means, with respect to Window Bonds, in the case of a Conversion of Bonds to the Window Period, a Business Day not later than the applicable Conversion Date, and thereafter, each Thursday or, if Thursday is not a Business Day, then the Business Day next following such Thursday.

"Window Rate Mandatory Purchase Date" has the meaning given in Section 4.11(b)(iii) hereof.

"Window Rate Optional Purchase Date" has the meaning given in Section 4.06(b)(iii) hereof.

"Window Rate Spread" means, during a Window Period, (a) the Initial Window Rate Spread, or (b) a revised spread determined by the Remarketing Agent pursuant to Section 2.12 hereof.

"Written Request" means (i) with reference to the Issuer, a request in writing signed by an Authorized Representative of the Issuer and (ii) with reference to the Clinic, means a request in writing signed by an Authorized Representative of the Clinic

ARTICLE II

AUTHORIZATION AND TERMS OF BONDS

Section 2.01. Authorization of Bonds. An issue of Bonds to be designated as *"City of Rochester, Minnesota Health Care Facilities Variable Rate Revenue Bonds (Mayo Clinic), Series 2026C"* is authorized to be issued hereunder. In connection with any Conversion of Bonds (in whole or in part) or any mandatory tender and remarketing of Bonds (in whole or in part) on any Purchase Date, at the direction of the Clinic any such Bonds or portions of the Bonds may be reconfigured, combined or re-designated or divided to create additional Series or sub-Series or to combine any such Series or sub-Series. All of such Bonds shall be equally and ratably secured by the Indenture. The Indenture constitutes a continuing agreement with the Holders from time to time of the Bonds to secure the full payment of the principal and Purchase Price of and premium, if any, and interest on all such Bonds subject to the covenants, provisions and conditions herein contained. No additional bonds may be issued under this Twenty-Ninth Supplemental Indenture. The total principal amount of Bonds that

may be issued pursuant to this Twenty-Ninth Supplemental Indenture is hereby expressly limited to $100,000,000[ ].

The Series 2026 Bonds shall be dated, as originally issued, as of the Date of Issuance, and shall bear interest initially in the ~~Daily~~Weekly Mode. The Series 2026 Bonds shall mature on the Final Maturity Date and shall bear interest from their Date of Issuance, payable on each Interest Payment Date at the initial interest rate of ~~3.75~~[ ]%.

Section 2.02. Terms of the Series 2026 Bonds; Registration; Denominations; Payment of Principal and Interest. i) The Series 2026 Bonds shall be issued as fully registered Bonds without coupons in Authorized Denominations (other than Series 2026 Bonds during any Direct Purchase Period which shall be in any larger denominations as may be directed by the Direct Purchaser). The Series 2026 Bonds shall be registered in the name of "Cede & Co.," as nominee of the Securities Depository (except during any Direct Purchase Period, when the Series 2026 Bonds shall be registered in the name of the Direct Purchaser as provided in Section 2.13(d)(iii) hereof or as otherwise directed by the Direct Purchaser), and shall be evidenced initially, by one Bond certificate for each interest rate and Maturity Date as provided in Section 2.15(f)(vi) hereof. Registered ownership of the Series 2026 Bonds, or any portion thereof, may not thereafter be transferred except as set forth in Section 2.21 hereof.

The Series 2026 Bonds, as initially issued, shall be dated their Date of Issuance. Subsequently issued Series 2026 Bonds will be dated as of the most recent Interest Payment Date to which interest has been paid on or prior to the date on which it is authenticated or, if authenticated prior to the first Interest Payment Date, as of the date of their initial issuance. The Series 2026 Bonds shall be numbered in consecutive numerical order from R-1 upwards.

(a) (i) The Series 2026 Bonds shall bear interest, payable on each Interest Payment Date in lawful money of the United States of America, at the rates for the applicable Interest Rate Mode, and Maturity Date, as applicable, determined pursuant to this Article II from the date thereof, and shall mature on the Maturity Date.

(ii) For any Weekly Period, Daily Period, Two-Day Period, FRN Period, VRO Interest Rate Period or Window Period, interest shall be payable on each Interest Payment Date for the period commencing on (and including) the immediately preceding Interest Accrual Date and ending on the day immediately preceding the Interest Payment Date (or, if sooner, the last day of the Weekly Period, Daily Period, Two-Day Period, FRN Period, VRO Interest Rate Period or Window Period, as applicable). For any Short-Term Period, Flexible Rate Period, Fixed Period or Long-Term Period, interest shall be payable on each Interest Payment Date for the period commencing on (and including) the immediately preceding Interest Accrual Date and ending on the day immediately preceding such Interest Payment Date (or, if sooner, the last day of the Short-Term Period, Flexible Rate Period, Fixed Period, or Long-Term Period, as applicable). For any Direct Purchase Period, interest shall be payable on each Interest Payment Date for each Interest Accrual Period.

(iii) Interest on the Series 2026 Bonds shall be payable to the date on which the respective Series 2026 Bonds shall have been paid in full. Interest shall be computed, in the case of Fixed Bonds or Long-Term Bonds, on the basis of a 360-day year consisting of twelve 30-day months, in the case of Direct Purchase Bonds, on the basis of a 360-day year for the actual number of days elapsed, and in the case of Weekly Bonds, Daily Bonds, Two-Day Bonds, Short-Term Bonds, FRN Bonds, VRO Bonds, Window Bonds, or Flexible Rate Bonds, on the basis of a 365 or 366-day year, as appropriate, and the actual number of days elapsed.

(iv) The interest rates for the Series 2026 Bonds and the determination for the Series 2026 Bonds of the interest rates for the Series 2026 Bonds by the Remarketing Agent, the Market Agent, or the Calculation Agent, as applicable, shall be conclusive and binding upon the Issuer, the Clinic, the Trustee, the Remarketing Agent, the Liquidity Facility Provider, if any, the Credit Facility Provider, if any, the Direct Purchaser, if any, and the Holders of such Series 2026 Bonds.

(v) Except as provided in the following sentence and in Section 2.02(f) hereof for the Direct Purchase Period, interest on the Series 2026 Bonds shall be payable on each Interest Payment Date by the Trustee by check mailed on the date on which due to the Holders of Series 2026 Bonds at the close of business on the Record Date in respect of such Interest Payment Date at the registered addresses of Holders as shall appear on the Bond Register as of the close of business of the Trustee as of such Record Date. In the case of any Holder of Series 2026 Bonds in an aggregate principal amount in excess of $1,000,000 as shown on the Bond Register who, prior to the Record Date next preceding any Interest Payment Date, shall have provided the Trustee with written wire transfer instructions for an account within the United States, interest payable on such Series 2026 Bonds shall be paid in accordance with the wire transfer instructions provided by the Holder of such Series 2026 Bond.

(vi) If available funds are insufficient on any Interest Payment Date to pay the interest then due on the Series 2026 Bonds, interest shall continue to accrue thereon but shall cease to be payable to the Holder on such Record Date. If sufficient funds for the payment of such overdue interest thereafter become available, the Trustee shall (A) establish a "special interest payment date" for the payment of the overdue interest and a Special Record Date (which shall be a Business Day) for determining the Bondholders entitled to such payment and (B) mail notices by first class mail of such dates as soon as practicable. Notice of each such date so established shall be mailed to each Bondholder at least ten (10) days prior to the Special Record Date but not more than thirty (30) days prior to the special interest payment date. The overdue interest shall be paid on the special interest payment date to the Holders, as shown on the Bond Register as of the close of business on the Special Record Date.

(vii) Notwithstanding the foregoing provisions of this Section 2.02(b), Bank Bonds shall bear interest, respectively, at the applicable Liquidity Facility Rate or the applicable Credit Facility Rate and shall be payable as set forth in this

Twenty-Ninth Supplemental Indenture and the applicable Liquidity Facility or Credit Facility Agreement.

(b) (i) The Series 2026 Bonds shall mature on their respective Maturity Date.

(ii) The Sinking Fund Installments established for the Series 2026 Bonds pursuant to Section 5.04(d) hereof may be redesignated as Maturity Dates and Sinking Fund Installments on a Fixed Rate Conversion Date for the Series 2026 Bonds as provided in Section 2.15(f)(vi) hereof.

(iii) The Maturity Dates and Sinking Fund Installments established for any Fixed Period may be redesignated as Maturity Dates and Sinking Fund Installments on a Conversion Date for the Series 2026 Bonds as provided in Section 2.15(f)(vii) hereof.

(iv) The principal or Redemption Price of the Series 2026 Bonds shall be payable in lawful money of the United States of America at the Principal Office of the Trustee upon surrender of the Series 2026 Bonds to the Trustee for cancellation, provided that the Trustee may agree with the Holder of any Bond that such Holder may, in lieu of surrendering the same for a new Bond, endorse on such Bond a record of partial payment of the principal of such Bond in the form set forth below (which shall be typed or printed on such Bond):

PAYMENTS ON ACCOUNT OF PRINCIPAL

PAYMENT DATE	PRINCIPAL AMOUNT PAID	BALANCE OF PRINCIPAL AMOUNT UNPAID	SIGNATURE OF HOLDER
_____	_____	_____	_____
_	_	_	_
_____	_____	_____	_____
_	_	_	_
_____	_____	_____	_____
_	_	_	_
_____	_____	_____	_____
_	_	_	_

The Purchaser shall notify the Trustee in writing of any partial payment of principal endorsed on a Bond as described above. The Trustee shall maintain a record of each such partial payment made in accordance with the foregoing agreement. Such partial payment shall be valid upon payment of the amount thereof to the Holder of such Bond, and the Issuer and the Trustee shall be fully released and discharged from all liability to the extent of such payment regardless of whether such endorsement shall or shall not have been made upon such Bond by the Holder thereof, regardless of whether the Trustee has been notified of such payment and regardless of any error or omission in such endorsement.

(c) The Series 2026 Bonds shall be subject to redemption as provided in Article IV.

(d) Except during any period when the Series 2026 Bonds are not required or permitted to have CUSIP numbers as specified in a Bondholder Agreement, the Trustee shall identify all payments (whether made by check or by wire transfer) of interest, principal and premium by CUSIP number of the Series 2026 Bonds.

(e) The Issuer and the Trustee agree, during the Direct Purchase Period, unless otherwise given Electronic Notice from the Clinic, that all amounts payable with respect to the Series 2026 Bonds shall be paid directly by the Clinic to the Direct Purchaser (without any presentment thereof to the Clinic or to the Trustee, except upon the payment of the final installment of principal, when presentment shall be made to the Trustee, and without any notation of such payment being made thereon) in such manner and at the address or wire instructions specified in the Bondholder Agreement or at such other address in the United States as may be designated by the Direct Purchaser in writing to the Trustee and the Clinic. Any payment made shall be accompanied by sufficient information to identify the source and proper application of such payment. The Direct Purchaser shall notify the Issuer, the Clinic and the Trustee in writing of any failure of the Clinic to make any payment of the principal or Purchase Price of or interest on the Series 2026 Bonds when due, and the Trustee shall not be deemed to have any notice of such failure unless it has received such notice in writing. If the Series 2026 Bonds are sold or transferred, the selling or transferring Holder shall notify the Issuer, the Trustee and the Clinic in writing of the name and address of the transferee, the effective date of the transfer, the outstanding principal amount of the Series 2026 Bonds as of the transfer date and the payment information notated on the Series 2026 Bonds as described below, and it will, prior to delivery of such Series 2026 Bonds, make a notation on such Series 2026 Bonds of the date to which interest has been paid thereon and of the amount of any prepayments made on account of the principal thereof. Furthermore, the Trustee shall have no obligations to make payments of the principal or Purchase Price of or interest on the Series 2026 Bonds, nor shall the Trustee be obligated to collect any required payments under the Loan Agreement or to take any other action in respect thereof, except at the express written direction of the Clinic or the Direct Purchaser.

During each Direct Purchase Period, the Direct Purchaser shall notify the Issuer, the Trustee and the Clinic by Electronic Notice or by other writing, not later than the Business Day preceding each Bond payment date, of the amount of principal and interest due and payable on each such Bond payment date.

Section 2.03. Interest Rates; Subsequent Interest Rates.

(a) *Interest Rate Mode*. The Interest Rate Mode on all or a portion of the Series 2026 Bonds may be converted to a different Interest Rate Mode as provided in this Article II.

(b) *Interest Rate Periods*. The initial Interest Rate Period for the Series 2026 Bonds shall be the Initial Weekly Period. In the manner hereinafter provided, the term of the Series 2026 Bonds in each Interest Rate Mode will be divided into consecutive Interest

Rate Periods during each of which such Series 2026 Bonds shall bear interest at a Daily Rate, a Two-Day Rate, a Weekly Rate, a Short-Term Rate, a Long-Term Rate, a Flexible Rate, an FRN Rate, a VRO Rate, a Window Rate, a Fixed Rate or a Direct Purchase Rate, as may be applicable for the specific Interest Rate Period.

(c) *Determination of Interest Rates*.

(i) *Interest Rates*. All Series 2026 Bonds shall be in the same Interest Rate Mode and operate in the same Interest Rate Period, subject to future designations as separate Series or sub-Series, in which case all Bonds of a Series or sub-Series shall be in the same Interest Rate Mode and operate in the same Interest Rate Period.

(ii) *Maximum Interest Rate*. Interest on the Series 2026 Bonds shall not exceed the Maximum Interest Rate applicable thereto.

(iii) *Fixed Rates*. Interest on Series 2026A Bonds in a Fixed Period shall be determined pursuant to Section 2.14 hereof, the Fixed Period shall extend to the Maturity Date, and Series 2026 Bonds bearing interest at a Fixed Rate may only be converted to another Interest Rate Mode or to a new Fixed Period as permitted by Section 2.15 hereof.

(iv) *Daily Bonds, Two-Day Bonds, Weekly Bonds, Short-Term Bonds, Long-Term Bonds or Fixed Bonds*. Subject to the further provisions of this Section 2.03 with respect to particular Daily Rates, Two-Day Rates, Weekly Rates, Short-Term Rates, Long-Term Rates or Fixed Rates, or Conversions between Daily Rates, Two-Day Rates, or Weekly Rates or to Short-Term Rates or Long-Term Rates or Fixed Rates, the interest rate on Series 2026 Bonds during the Initial Weekly Period, any other Weekly Period, Two-Day Period, Daily Period, Short-Term Period, Long-Term Period or Fixed Period shall be determined by the Remarketing Agent with respect to the Series 2026 Bonds as provided in this Section 2.03, and notice thereof shall be given as follows:

(A) The interest rate for the Daily Period, Two-Day Period, Weekly Period, Short-Term Period, Long-Term Period or Fixed Period in question shall be determined by the Remarketing Agent on the date or dates and at the time or times required pursuant to Sections 2.04, 2.05, 2.06, 2.07, 2.08 or 2.14 hereof, as applicable. The interest rate to be determined for the Daily Period, Two-Day Period, Weekly Period, Short-Term Period, Long-Term Period or Fixed Period shall be the lowest rate of interest that, in the reasonable judgment of the Remarketing Agent, would permit the Series 2026 Bonds in question, assuming the Series 2026 Bonds were all available for sale to investors, to have a purchase price equal to the principal amount thereof under prevailing market conditions and based on the market for and the relative yields of the Series 2026 Bonds and other securities that bear interest at a variable rate, that, in the judgment of the Remarketing Agent, are otherwise comparable to the Series 2026 Bonds, as of the date of determination, except as otherwise provided

for Long-Term Rates in Section 2.08 hereof or for Fixed Rates in Section 2.14 hereof.

(B) If the Remarketing Agent fails for any reason to determine the Daily Rate, Two-Day Rate, Weekly Rate, Short-Term Rate, Long-Term Rate or Fixed Rate for any Daily Period, Two-Day Period, Weekly Period, Short-Term Period, Long-Term Period, or Fixed Period, as applicable, when required hereunder, then the interest rate on such Bonds shall be the interest rate set by the Remarketing Agent for the most recent period for which the interest rate was validly determined by the Remarketing Agent until the interest rate on such Bonds is again validly determined by the Remarketing Agent, or in the event that a court holds that the Daily Rate, Two-Day Rate, Weekly Rate, Short-Term Rate, Long-Term Rate or Fixed Rate for any Daily Period, Two-Day Period, Weekly Period, Short-Term Period, Long-Term Period, or Fixed Period, respectively, is invalid, illegal or unenforceable, then the interest rate on such Bonds shall be equal to (i) with respect to any Daily Period, Two-Day Period, Weekly Period, Short-Term Period, the lesser of the SIFMA Index or the Maximum Interest Rate, and (ii) with respect to any Long-Term Period or Fixed Period, the Maximum Interest Rate, until the interest rate on such Bonds is again validly determined by the Remarketing Agent, in each case, so long as no Event of Default shall have occurred and be continuing. If there is no Remarketing Agent when a Remarketing Agent is otherwise required to be in place pursuant to this Twenty-Ninth Supplemental Indenture, the interest rate on such Bonds shall be the Maximum Interest Rate and in each case until the interest rate on such Bonds is validly determined by a Remarketing Agent appointed pursuant to Sections 4.14 and 4.15 hereof.

(C) All Daily Bonds, Two-Day Bonds, and Weekly Bonds shall bear interest accruing at the same Daily Rate, Two-Day Rate, or Weekly Rate, and all Long-Term Bonds shall bear interest accruing at the same Long-Term Rate.

(v) *Flexible Rate Bonds*. The Flexible Rate shall be determined in accordance with Section 2.09 hereof.

(vi) *FRN Bonds*. The FRN Rate shall be determined in accordance with Section 2.10 hereof. The Trustee or the Remarketing Agent shall notify the Issuer and the Clinic of the FRN Rate for each FRN Interest Rate Period in accordance with Section 2.10 hereof. All FRN Bonds shall bear interest accruing at the same FRN Rate.

(vii) *Window Bonds*. The Window Rate shall be determined in accordance with Section 2.12. The Calculation Agent shall notify the Issuer and the Clinic of the Window Rate for each Window Interest Rate Period in accordance with Section 2.12 hereof. All Window Bonds shall bear interest accruing at the same Window Rate.

(viii) *VRO Bonds*. The VRO Rate shall be determined in accordance with Section 2.11 hereof. All VRO Bonds shall bear interest accruing at the same VRO Rate, except as otherwise provided in Section 2.11 hereof.

(ix) *Direct Purchase Bonds*. The Direct Purchase Rate shall be determined in accordance with Section 2.13 hereof. All Direct Purchase Bonds shall bear interest at the same Direct Purchase Rate. From and after any Taxable Date occurring during a Direct Purchase Period, the interest rate on Series 2026 Bonds shall be established at a rate at all times equal to the Taxable Rate.

Section 2.04. Daily Rates.

(a) *Interest Rate Period*. Whenever Series 2026 Bonds are to bear interest accruing at a Daily Rate, Daily Interest Rate Periods shall commence on each Business Day and shall extend to, but not include, the next succeeding Business Day.

(b) *Effective Period*. The interest rate for each Daily Interest Rate Period shall be effective from and including the commencement date thereof and shall remain in effect to, but not including, the next succeeding Business Day.

(c) *Determination Time*. Each Daily Rate shall be determined by the Remarketing Agent by 10:00 a.m., New York City time, on the commencement date of the Daily Interest Rate Period to which it relates. Notice of each Daily Rate shall be given by the Remarketing Agent to the Trustee and the Clinic, by Electronic Notice no less frequently than once each week, and on the Business Day preceding each Interest Payment Date. The Trustee shall inform the Holders of each Daily Rate determined by the Remarketing Agent upon request.

Section 2.05. Two-Day Rates.

(a) *Interest Rate Period*. Whenever Series 2026 Bonds are to bear interest accruing at a Two-Day Rate, Two-Day Interest Rate Periods shall commence on the first day of a period during which the Series 2026 Bonds bear interest at a Two-Day Rate and on each Monday, Wednesday and Friday thereafter so long as interest on the Series 2026 Bonds is to be payable at a Two-Day Rate or, if any Monday, Wednesday or Friday is not a Business Day, on the next Monday, Wednesday or Friday that is a Business Day, and extend to, but not include the next day on which a Two-Day Rate is required to be set in accordance with the terms of Section 2.05(c) hereof.

(b) *Effective Period*. The Two-Day Rate set on any Business Day for each Two-Day Interest Rate Period will be effective as of such Business Day and will remain in effect until the next day on which a Two-Day Rate is required to be set in accordance with the terms of Section 2.05(c) hereof.

(c) *Determination Time*. The Remarketing Agent shall set a Two-Day Rate on or before 10:00 a.m., New York City time, on the first day of a period during which the Series 2026 Bonds bear interest at a Two-Day Rate and on each Monday, Wednesday and Friday thereafter so long as interest on the Series 2026 Bonds is to be payable at a Two-Day Rate

or, if any Monday, Wednesday or Friday is not a Business Day, on the next Monday, Wednesday or Friday that is a Business Day. Notice of each Two-Day Rate shall be given by the Remarketing Agent to the Trustee and the Clinic, with respect to the Series 2026 Bonds to which such Two-Day Rate is applicable, by Electronic Notice not later than 10:30 a.m., New York City time, on the date of determination. The Trustee shall inform the Holders of each Two-Day Rate determined by the Remarketing Agent upon request.

Section 2.06. Weekly Rates.

(a) *Interest Rate Period*. Whenever Series 2026 Bonds are to bear interest accruing at a Weekly Rate, including the Initial Weekly Period, Weekly Interest Rate Periods shall commence on Wednesday (whether or not a Business Day) of each week and end on Tuesday (whether or not a Business Day) of the following week, provided*, however,* that (i) in the case of a Conversion to a Weekly Rate from another Interest Rate Mode, the initial Weekly Interest Rate Period for such Series 2026 Bonds shall commence on the Conversion Date into the Weekly Period and end on the next succeeding Tuesday (whether or not a Business Day) and (ii) in the case of a Conversion from a Weekly Rate to another Interest Rate Mode, the last Weekly Interest Rate Period prior to Conversion shall end on the last day immediately preceding the applicable Conversion Date.

(b) *Effective Period*. The interest rate for each Weekly Interest Rate Period, including the Initial Weekly Period shall be effective from and including the commencement date of such Weekly Interest Rate Period and shall remain in effect through and including the last day thereof.

(c) *Determination Time*. Each Weekly Rate shall be determined by the Remarketing Agent by 5:00 p.m., New York City time, on the Business Day immediately preceding the commencement date of the Weekly Interest Rate Period to which it relates. Notice of each Weekly Rate shall be given by the Remarketing Agent to the Trustee, the Clinic, the Credit Facility Provider, if any, and the Liquidity Facility Provider, if any, with respect to the Series 2026 Bonds to which such Weekly Rate is applicable by Electronic Notice not later than 6:00 p.m., New York City time, on the date of determination. The Trustee shall inform the Holders of each Weekly Rate determined by the Remarketing Agent upon request.

Section 2.07. Short-Term Rates.

(a) *Interest Rate Period*. Whenever Bonds are to bear interest accruing at a Short-Term Rate, each Short-Term Interest Rate Period shall be determined by the Remarketing Agent by 4:00 p.m., New York City time, on the Business Day immediately preceding that Short-Term Interest Rate Period which will, in the judgment of the Remarketing Agent, produce the greatest likelihood of the lowest net interest cost during the term of such Short-Term Bonds, provided that each Short-Term Interest Rate Period (i) shall be from 1 to 364 days in length but, if a Credit Facility or a Liquidity Facility is in effect with respect to such Short-Term Bonds, shall not exceed the number of days of interest coverage provided by such Credit Facility or such Liquidity Facility minus five days, shall not extend beyond the date that is five days before the Expiration Date of such Credit Facility or such Liquidity Facility and shall not exceed the number of days remaining prior to the Conversion Date if the Remarketing Agent has given or

received notice of any Conversion to a different Interest Rate Mode, and (ii) shall commence on a Business Day (except that in the case of a Conversion to a Short-Term Mode, the initial Short-Term Rate shall commence on the Conversion Date), and (iii) shall end on a day preceding a Business Day or the day preceding the Maturity Date for such Bonds. The Remarketing Agent may, in the reasonable exercise of its judgment, determine one or more Short-Term Periods that result in a Short-Term Rate or Short-Term Rates on Bonds that are higher than would be borne by such Bonds with a shorter Short-Term Interest Rate Period in order to increase the likelihood of achieving the lowest net interest cost during the term of such Short-Term Bonds by providing for a longer Short-Term Interest Rate Period. The determination of each Short-Term Interest Rate Period by the Remarketing Agent shall be based upon the relative market yields of the Short-Term Bonds and other securities that bear interest at a variable rate or at fixed rates that, in the reasonable exercise of the judgment of the Remarketing Agent, are otherwise comparable to the Short-Term Bonds, or any fact or circumstance relating to the Short-Term Bonds or affecting the market for the Short-Term Bonds or affecting such other comparable securities in a manner that, in the reasonable exercise of the judgment of the Remarketing Agent, may affect the market for the Short-Term Bonds. The Remarketing Agent, in its discretion, may consider such information and resources as it deems appropriate in making the determinations described in this paragraph, including consultations with the Clinic, but the Remarketing Agent's determination of the Short-Term Interest Rate Periods will be based solely upon the reasonable exercise of the Remarketing Agent's judgment.

(b) *Effective Period*. The interest rate for each Short-Term Interest Rate Period shall be effective from and including the commencement date of that Interest Rate Period and shall remain in effect through and including the last day thereof.

(c) *Short-Term Interest Rate Periods*. Short-Term Bonds may bear interest for different Short-Term Interest Rate Periods and at different Short-Term Rates, provided that all Short-Term Bonds with the same Short-Term Interest Rate Period shall bear interest at the same Short-Term Rate.

(d) *Determination Time*. During each Short-Term Period, each Short-Term Rate shall be determined by the Remarketing Agent by 4:00 p.m., New York City time, on the Business Day immediately preceding the commencement of the Short-Term Interest Rate Period to which it relates. Notice of each Short-Term Rate and of each Short-Term Interest Rate Period shall be given by the Remarketing Agent to the Trustee, the Clinic, the Credit Facility Provider, if any, and the Liquidity Facility Provider, if any, with respect to the Series 2026 Bonds to which such Short-Term Rate or Short Term Interest Rate Period is applicable, by Electronic Notice not later than 5:00 p.m., New York City time, on the date of determination. The Trustee shall inform the Holders of each Short-Term Rate and each Short-Term Interest Rate Period determined by the Remarketing Agent upon request.

Section 2.08. Long-Term Rates.

(a) *Interest Rate Period*. Whenever Bonds are to bear interest accruing at a Long-Term Rate, Long-Term Interest Rate Periods shall commence on a Long-Term Rate Conversion Date or, thereafter, the effective date of a subsequent Long-Term Interest Rate Period, and end on a day which is at least 12 months after such Long-Term Rate Conversion

Date which is the day preceding (i) the effective date of a subsequent Long-Term Interest Rate Period, (ii) the Conversion Date on which a different Interest Rate Mode shall become effective or (iii) the Maturity Date for such Bonds, provided that if a Credit Facility or a Liquidity Facility is in effect with respect to such Bonds, each Long-Term Interest Rate Period shall not extend to a date beyond the fifth day next preceding the Expiration Date of such Credit Facility or Liquidity Facility.

(b) *Effective Period*. The interest rate for each Long-Term Interest Rate Period shall be effective from and including the commencement of that Long-Term Interest Rate Period and shall remain in effect through and including the last day thereof.

(c) *Determination Time*. Each Long-Term Rate and the term of each Long-Term Interest Rate Period shall be determined by the Remarketing Agent by 4:00 p.m., New York City time, on or prior to the Business Day immediately preceding the commencement of the Long-Term Interest Rate Period to which it relates.

(d) *Remarketing*. The Long-Term Rate for each Long-Term Interest Rate Period for the Series 2026 Bonds shall be the rate of interest per annum borne by the Series 2026 Bonds which shall be the lowest rate of interest that, in the reasonable judgment of the Remarketing Agent, would permit the Series 2026 Bonds in question, assuming the Series 2026 Bonds were all available for sale to investors, to have a purchase price equal to the principal amount thereof under prevailing market conditions and based on the market for and the relative yields of the Series 2026 Bonds and other securities that bear interest at interest rates, that, in the judgment of the Remarketing Agent, are otherwise comparable to the Series 2026 Bonds, as of the date of determination. Notwithstanding the foregoing, the Long-Term Rate for a Long-Term Interest Rate Period may be the rate of interest per annum determined by the Remarketing Agent to be the interest rate which, if borne by the Series 2026 Bonds, would enable the Remarketing Agent to sell such Series 2026 Bonds on the date and at the time of such determination at a price which will result in the lowest net interest cost for such Series 2026 Bonds, after taking into account any premium or discount at which such Series 2026 Bonds are sold by the Remarketing Agent, *provided* that in connection with selling such Series 2026 Bonds at a premium or discount:

(i) The Remarketing Agent certifies to the Issuer, the Trustee and the Clinic that the sale of the Series 2026 Bonds at the Long-Term Rate and premium or discount specified by the Remarketing Agent is expected to result, in its reasonable judgment based on prevailing market conditions, in the lowest net interest cost for such Series 2026 Bonds on the commencement date of the Long-Term Interest Rate Period;

(ii) The Clinic consents in writing to the sale of the Series 2026 Bonds by the Remarketing Agent at such premium or discount;

(iii) In the case of Series 2026 Bonds to be sold at a discount, either (a) a Credit Facility or a Liquidity Facility is in effect with respect to the Series 2026 Bonds and provides for the purchase of such Series 2026 Bonds from the tendering Holders at par or (b) the Clinic agrees to transfer to the Trustee on the

commencement date of such Long-Term Interest Rate Period, in immediately available funds, for deposit in the Clinic Purchase Account, an amount equal to such discount and

(iv) In the case of Series 2026 Bonds to be sold at a premium, the Remarketing Agent shall transfer remarketing proceeds equal to such premium in accordance with any direction included in the Favorable Opinion of Bond Counsel delivered pursuant to subsection (v)of this Section 2.08(d) or, if no such direction is included and no other instructions are received by the Remarketing Agent from Bond Counsel related to the use of such premium, then to the Trustee for deposit in the Revenue Fund.

Section 2.09. Flexible Rates. ii) A Flexible Rate Period for the Series 2026 Bonds in the Flexible Mode shall be of such duration of from one to 270 calendar days, ending on a day preceding a Business Day or the Maturity Date, as the Remarketing Agent shall determine in accordance with the provisions of this Section 2.09, provided*, however,* that no Flexible Rate Period set after delivery by the Clinic of the notice of the intention to effect a Conversion pursuant to Section 2.15 hereof that has been received by the Remarketing Agent shall extend beyond the Mandatory Purchase Date of the Series 2026 Bonds subject to such Conversion. A Flexible Rate Bond can have a Flexible Rate Period and bear interest at a Flexible Rate, different than another Flexible Rate Bond. In making the determinations with respect to Flexible Rate Periods, subject to limitations imposed by the second preceding sentence and in Section 2.02 hereof, on each Flexible Rate Determination Date for a Flexible Rate Bond, the Remarketing Agent, in consultation with the Clinic, shall select for such Bond the Flexible Rate Period which would result in the Remarketing Agent being able to remarket such Bond at par in the secondary market at the lowest average interest cost for all Flexible Rate Bonds, provided*, however,* that if the Remarketing Agent has received notice from the Clinic that the Series 2026 Bonds are to be converted from the Flexible Mode to any other Interest Rate Mode, the Remarketing Agent shall select Flexible Rate Periods which do not extend beyond the resulting applicable Mandatory Purchase Date of the Series 2026 Bonds. The Remarketing Agent shall notify the Trustee in writing of the terms of the Flexible Rate Period and the Series 2026 Bonds affected.

(a) By 1:00 p.m., New York City time, on each Flexible Rate Determination Date, the Remarketing Agent, with respect to each Bond in the Flexible Mode which is subject to adjustment on such date, shall determine the Flexible Rate Periods then selected for such Bond as described above and shall give notice by Electronic Means to the Trustee and the Clinic, of the Flexible Rate Periods, the Mandatory Purchase Date(s) and the Flexible Rate(s). The Remarketing Agent shall make the Flexible Rate and Flexible Rate Period available after 2:00 p.m., New York City time, on each Flexible Rate Determination Date by telephone or Electronic Means to any Beneficial Owner requesting such information.

(b) Except while the Series 2026 Bonds are registered in a Book-Entry System, in order to receive payment of the Purchase Price the Owner of any Bond in the Flexible Mode must present such Bond to the Trustee, by 12:00 noon, New York City time, on the applicable Mandatory Purchase Date, in which case, the Trustee shall pay the Purchase Price to such Owner by 2:30 p.m., New York City time, on the same day.

Section 2.10. FRN Rates.

(a) *Interest Rate Period*. Whenever Series 2026 Bonds are to bear interest accruing at an FRN Rate, each FRN Interest Rate Period shall commence on the applicable FRN Rate Conversion Date and end on the day immediately preceding the FRN Rate Mandatory Purchase Date with respect to such FRN Interest Rate Period.

(b) *Calculation of FRN Rate*. Each FRN Rate shall be determined by the Calculation Agent (based on the FRN Index, FRN Spread and FRN Index Percentage determined by the Purchaser prior to the Date of Issuance and, thereafter, by the Remarketing Agent prior to an FRN Conversion Date) by 5:00 p.m., New York City time, on the FRN Rate Determination Date to which it relates.

(i) Each FRN Rate that is based on the SIFMA Index shall be effective on the Thursday immediately following the FRN Rate Determination Date (or the same day, if the FRN Rate Determination Date is a Thursday because immediately preceding Wednesday was not a Business Day) through, and including, the following Wednesday.

(ii) Each FRN Rate that is based on Daily Simple SOFR shall be effective on such FRN Rate Determination Date to but not including the next FRN Rate Determination Date.

(iii) Each FRN Rate that is based on Term SOFR shall be effective from such FRN Rate Determination Date through, and including, the day immediately preceding the next succeeding FRN Rate Determination Date.

In the case of a Conversion to the FRN Mode or to a new FRN Period, the initial FRN Rate following such Conversion shall apply from the applicable Conversion Date (A) through, and including, the following Wednesday if such FRN Rate is based on the SIFMA Index or (B) through, and including, the day immediately preceding the next succeeding FRN Rate Determination Date if such FRN Rate is based on Term SOFR.

Notice of each FRN Rate shall be given by the Calculation Agent to the Trustee, the Clinic, the Credit Facility Provider, if any, and the Liquidity Facility Provider, if any, with respect to the Series 2026 Bonds to which such FRN Rate is applicable on a monthly basis or upon request. The Trustee shall inform Holders of FRN Bonds of each FRN Rate upon request.

(c) *FRN Bonds Election*. In the case of a Conversion to an FRN Rate from another Interest Rate Mode or the continuation of Series 2026 Bonds as FRN Bonds in a new FRN Interest Rate Period, the Clinic shall, prior to such FRN Rate Conversion Date or continuation, elect by Electronic Notice to the Trustee, the Remarketing Agent and the Issuer that such FRN Bonds be either FRN Rate Hard Put Bonds or FRN Rate Soft Put Bonds, and the related FRN Rate Mandatory Purchase Date with respect to such election.

(d) *Remarketing of FRN Bonds*. If the Clinic has delivered its notice (pursuant to Section 2.15(f)(ii) hereof) to convert Series 2026 Bonds to FRN Bonds or to continue Series 2026 Bonds as FRN Bonds in a new FRN Period, at least one Business Day prior to

such Conversion Date, (i) the Remarketing Agent, in consultation with the Clinic, shall determine the FRN Spread, the FRN Index Percentage, the FRN Rate Determination Date for such FRN Period and the dates during which such FRN Bonds may be called for optional redemption if different than as prescribed in Section 4.01(e) and give Electronic Notice thereof to the Trustee and the Clinic and (ii) the Clinic shall determine the FRN Index (and if Term SOFR has been selected as the FRN Index, the Term SOFR Tenor) and the FRN Rate Mandatory Purchase Date and shall give Electronic Notice of such to the Trustee and the Remarketing Agent. The FRN Spread shall be the spread which, when added to or subtracted from the product of the FRN Index multiplied by the FRN Index Percentage, will result in the minimum FRN Spread that, in the reasonable judgment of the Remarketing Agent, would permit the Series 2026 Bonds in question, assuming the Series 2026 Bonds were all available for sale to investors, to have a purchase price equal to the principal amount thereof under prevailing market conditions and based on the market for and the relative yields of the Series 2026 Bonds and other securities that bear interest at interest rates, that, in the judgment of the Remarketing Agent, are otherwise comparable to the Series 2026 Bonds, as of the date of determination.

Section 2.11. VRO Rates.

(a) *Determination of Interest Rates During VRO Interest Rate Period*.

(i) During each VRO Interest Rate Period, the Series 2026 Bonds shall bear interest at VRO Rates, which shall be determined by the Remarketing Agent on each Business Day during the VRO Interest Rate Period by 6:00 p.m., New York City time, for applicability on the following Business Day.

(ii) Each VRO Rate for any day shall be the rate of interest per annum determined by the Remarketing Agent on or before 6:00 p.m., New York City time, on the previous Business Day to be the minimum interest rate which, if borne by Series 2026 Bonds, would enable the Remarketing Agent (assuming all such Series 2026 Bonds were then available for sale and based on an examination of tax-exempt obligations comparable, in the judgment of the Remarketing Agent, to such series of Series 2026 Bonds and known by the Remarketing Agent to have been priced or traded under then prevailing market conditions) to sell all of such Series 2026 Bonds on such Business Day at a price (without regard to accrued interest) equal to the principal amount thereof, provided that the VRO Rate shall not exceed the Maximum Interest Rate. In determining the VRO Rate, the Remarketing Agent shall consider (but not be limited to considering) the following factors in determining prevailing market conditions: existing short-term tax-exempt market rates for securities, indices of such short-term rates and the existing market supply and demand for securities bearing such short-term rates, existing yield curves for short-term and long-term securities for securities of issuers of credit quality comparable to the Series 2026 Bonds bearing interest at the VRO Rate, general economic conditions, industry economic and financial condition as the Remarketing Agent, in its sole discretion, shall determine to be relevant. The VRO Rate for any day which is not a Business Day shall be the same as the VRO Rate for the immediately preceding Business Day. The determination of the

VRO Rate by the Remarketing Agent shall be conclusive and binding on the Issuer, the Clinic, the Trustee and the Bondholders.

(iii) All of the Series 2026 Bonds in the VRO Interest Rate Period shall at all times bear the same rate of interest as the other Series 2026 Bonds within the same Series.

(iv) If for any reason a VRO Rate for Series 2026 Bonds of any Series is not so established on any Business Day by the Remarketing Agent, the VRO Rate for such Business Day to but excluding the next Business Day shall be the same as the VRO Rate for the immediately preceding Business Day, and such rate shall continue until the earlier of (A) the date on which such Remarketing Agent determines a new VRO Rate for such Series 2026 Bonds or (B) the fifth consecutive Business Day succeeding the first such Business Day on which such VRO Rate is not determined by such Remarketing Agent. In the event that a VRO Rate shall be held to be invalid or unenforceable by a court of law, or the Remarketing Agent fails to determine a new VRO Rate for a period of five consecutive Business Days succeeding such Business Day as described in clause (B) of the immediately preceding sentence, all such Series 2026 Bonds shall bear interest at the VRO Step-Up Rate from the applicable Business Day until the Business Day following the date on which a new VRO Rate is established by the Remarketing Agent that is, in any case, valid and enforceable under applicable law.

(b) *Optional Tender during VRO Interest Rate Period; Remarketing*.

(i) During any VRO Interest Rate Period with respect to Series 2026 Bonds of a Series, the Holder of such Bond (or, if the book-entry only system described in Section 2.22 hereof is in effect, the participant to whose account such a Bond is credited) may, at its option, tender such Bond or any portion thereof in an Authorized Denomination (*provided* that the amount of any such Bond not to be purchased shall also be in an Authorized Denomination) for purchase by delivering an irrevocable written notice (a *"VRO Interest Rate Period Tender Notice"*) to the Trustee and the Remarketing Agent on any Business Day prior to 5:00 p.m., New York City time (the *"VRO Interest Rate Period Tender Notice Date"*). A VRO Interest Rate Period Tender Notice shall state the Series and principal amount of such Series 2026 Bonds to be purchased (the *"VRO Interest Rate Period Designated Amount"*). The giving of a VRO Interest Rate Period Tender Notice by a Bondholder, Depository Participant or Indirect Participant with respect to a Bond shall constitute an irrevocable tender for purchase of the VRO Interest Rate Period Designated Amount of such Bond effective on the fifth Business Day following the VRO Interest Rate Period Tender Notice Date (the *"VRO Interest Rate Period Purchase Date"*), provided*, however,* that if a VRO Interest Rate Period Tender Notice is not received by the Remarketing Agent prior to 5:00 p.m., New York City time, on any Business Day, the VRO Interest Rate Period Tender Notice Date will be deemed to be the next succeeding Business Day.

(ii) Upon receipt of a VRO Interest Rate Period Tender Notice, the Remarketing Agent shall offer for sale, and use its best efforts to sell, the VRO Interest Rate Period Designated Amount of Series 2026 Bonds in the VRO Rate with

respect which a VRO Interest Rate Period Tender Notice has been received by the Remarketing Agent (*"VRO Interest Rate Period Tendered Bonds"*) at a price equal to par plus unpaid interest accrued until but excluding the VRO Interest Rate Period Purchase Date (the *"VRO Interest Rate Period Purchase Price"*) for purchase on the VRO Interest Rate Period Purchase Date.

(iii) If multiple Holders of Series 2026 Bonds within a Series deliver VRO Interest Rate Period Tender Notices on different VRO Interest Rate Period Tender Notice Dates, there will be multiple VRO Interest Rate Period Purchase Dates for that Series and the Remarketing Agent shall first attempt to remarket VRO Interest Rate Period Tendered Bonds having the earliest VRO Interest Rate Period Purchase Date.

(iv) If the Remarketing Agent successfully remarkets the VRO Interest Rate Period Tendered Bonds by identifying a purchaser for such VRO Interest Rate Period Tendered Bonds during the period beginning on the VRO Interest Rate Period Notice Date for such VRO Interest Rate Period Tendered Bonds and ending on the Business Day immediately preceding the VRO Interest Rate Period Purchase Date for such VRO Interest Rate Period Tendered Bonds (a *"VRO Interest Rate Period Remarketing Window"*), the Remarketing Agent shall give notice (a *"VRO Interest Rate Period Remarketing Notice"*) to Holders of such VRO Interest Rate Period Tendered Bonds that a purchaser has been identified for a purchase of such VRO Interest Rate Period Tendered Bonds on the VRO Interest Rate Period Purchase Date.

(v) For payment of the VRO Interest Rate Period Purchase Price on the VRO Interest Rate Period Purchase Date, VRO Interest Rate Period Tendered Bonds which have been successfully remarketed must be delivered at or prior to 11:00 a.m., New York City time, on the VRO Interest Rate Period Purchase Date to the Remarketing Agent at its principal office, accompanied by an instrument of transfer thereof, in form satisfactory to the Remarketing Agent. If VRO Interest Rate Period Tendered Bonds are delivered after that time, the VRO Interest Rate Period Purchase Price will be paid on the Business Day immediately following such delivery.

(c) *VRO Interest Rate Period Failed Remarketing Event.*

(i) If, for any reason, any VRO Interest Rate Period Tendered Bonds are not successfully remarketed during a VRO Interest Rate Period Remarketing Window (a *"VRO Interest Rate Period Failed Remarketing Event"*), all VRO Interest Rate Period Tendered Bonds of that Series shall continue to be owned by their respective Holders and no VRO Interest Rate Period Tendered Bonds of that Series shall be tendered or purchased on their respective VRO Interest Rate Period Purchase Dates and such failure shall not constitute an Event of Default. Upon the occurrence of a VRO Interest Rate Period Failed Remarketing Event, (A) the Remarketing Agent shall notify the Trustee, the Issuer and the Clinic, (B) all Series 2026 Bonds of that Series in the VRO Interest Rate Period shall become subject to mandatory redemption on the VRO Interest Rate Period Special Mandatory Redemption Date, (C) the Remarketing Agent will no longer determine the VRO Rate on a daily basis for that Series, and (D) all Series 2026 Bonds of that Series in the VRO Interest Rate Period shall bear interest at the

VRO Step-Up Rate until the earliest to occur of (1) the VRO Interest Rate Period Special Mandatory Redemption Date, (2) the optional redemption, at the direction of the Clinic, of all the Series 2026 Bonds of that Series in the VRO Interest Rate Period, (3) the date on which all of the Series 2026 Bonds of that Series in the VRO Interest Rate Period are successfully remarketed, (4) the redemption of each Bond of that Series in the VRO Interest Rate Period, and (5) the date on which a Conversion of the Series 2026 Bonds of that Series from the VRO Mode to a different Interest Rate Mode shall occur.

(ii) Following the occurrence of a VRO Interest Rate Period Failed Remarketing Event, the Remarketing Agent shall offer for sale, and use its best efforts to sell, all Series 2026 Bonds of that Series in the VRO Interest Rate Period at a price equal to par plus unpaid interest accrued to but excluding the expected VRO Interest Rate Period Remarketing Date (as defined below) (such price, the *"VRO Interest Rate Period Remarketing Date Purchase Price"*). Upon identifying a purchaser or purchasers for all (but not less than all) of the Series 2026 Bonds of that Series (but subject to the immediately following paragraph), the Remarketing Agent shall give a VRO Interest Rate Period Remarketing Notice to the Trustee, the Issuer, the Clinic and all Holders of Series 2026 Bonds of that Series that a purchaser or purchasers have been identified for the purchase of the Series 2026 Bonds of that Series on the date set forth in such VRO Interest Rate Period Remarketing Notice (the *"VRO Interest Rate Period Remarketing Date"*), which VRO Interest Rate Period Remarketing Date shall be the fifth Business Day following the date of delivery of the VRO Interest Rate Period Remarketing Notice, and all Series 2026 Bonds of that Series shall be subject to mandatory tender for purchase at the VRO Interest Rate Period Remarketing Date Purchase Price. Upon receipt, the Trustee shall file or cause to be filed such VRO Interest Rate Period Remarketing Notice with EMMA and DTC.

(iii) For payment of the VRO Interest Rate Period Remarketing Date Purchase Price on the VRO Interest Rate Period Remarketing Date, Holders of all Series 2026 Bonds of that Series in the VRO Interest Rate Period must deliver Series 2026 Bonds at or prior to 11:00 a.m., New York City time, on the VRO Interest Rate Period Remarketing Date to the Remarketing Agent at its principal office, accompanied by an instrument of transfer thereof, in form satisfactory to the Remarketing Agent, executed in blank by the Holder thereof or by the Holder's duly-authorized attorney, with such signature guaranteed by a member of the Securities Transfer Agents Medallion Program or in such other guarantee program acceptable to the Trustee. If VRO Interest Rate Period Tendered Bonds are delivered after that time, the VRO Interest Rate Period Remarketing Date Purchase Price will be paid on the immediately following Business Day.

(iv) On the Business Day following the VRO Interest Rate Period Remarketing Date, the Remarketing Agent shall resume resetting the interest rate on such Series 2026 Bonds pursuant to the provisions set forth in the Series 2026 Bonds as described in Section 2.11(a) hereof and the Series 2026 Bonds will no longer be

subject to mandatory redemption on the VRO Interest Rate Period Special Mandatory Redemption Date.

Section 2.12. Window Rates.

(a) *Interest Rate Period*. Whenever Series 2026 Bonds are to bear interest accruing at a Window Rate, each Window Rate shall be in effect for each Window Interest Rate Period, which shall commence on and include Thursday and end on and include the next succeeding Wednesday, unless such Window Interest Rate Period ends on a day other than Wednesday, in which event the last Window Rate for such Window Interest Rate Period will apply to the Window Interest Rate Period commencing on and including the Thursday preceding the last day of such Window Interest Rate Period and ending on and including the last day of such Window Interest Rate Period, provided*, however,* that in the case of a Conversion to a Window Mode from another Interest Rate Mode, the initial Window Interest Rate Period for the Series 2026 Bonds shall commence on such Conversion Date.

(b) *Calculation of Window Rate*. Each Window Rate shall be determined by the Calculation Agent by 4:00 p.m., New York City time, on the applicable Window Rate Determination Date, which Window Rate shall be equal to the SIFMA Index on such Window Rate Determination Date plus the Window Rate Spread. The Calculation Agent shall furnish each Window Rate so determined to the Trustee, the Remarketing Agent, the Clinic, the Credit Facility Provider, if any, and the Liquidity Facility Provider, if any, by Electronic Notice no later than the Business Day next succeeding the date of determination.

The sum of the SIFMA Index plus the Initial Window Rate Spread shall be equal to the rate of interest per annum determined by the Remarketing Agent (based on an examination of tax-exempt obligations comparable, in the judgment of the Remarketing Agent, to the Series 2026 Bonds and known by the Remarketing Agent to have been priced or traded under then prevailing market conditions) to be the minimum interest rate which, if borne by the Window Bonds, would enable the Remarketing Agent to sell all of such Series 2026 Bonds on the applicable Conversion Date at a price equal to the principal amount thereof. During a Window Period with respect to the Series 2026 Bonds, the Remarketing Agent may (i) with the consent of the Clinic, increase the Window Rate Spread with respect to such Series 2026 Bonds effective as of any Window Rate Optional Purchase Date, any Clinic Elective Purchase Date or any Window Rate Mandatory Purchase Date, or (ii) reduce the Window Rate Spread effective as of any Clinic Elective Purchase Date or any Window Rate Mandatory Purchase Date. The sum of the SIFMA Index plus the revised Window Rate Spread shall be equal to the rate of interest per annum determined by the Remarketing Agent (based on an examination of tax-exempt obligations comparable, in the judgment of the Remarketing Agent, to the Series 2026 Bonds and known by the Remarketing Agent to have been priced or traded under then prevailing market conditions) to be the minimum interest rate which, if borne by the Window Bonds, would enable the Remarketing Agent to sell all of such Series 2026 Bonds on the effective date of the revised Window Rate Spread at a price equal to the principal amount thereof. A revised Window Rate Spread shall apply to all Series 2026 Bonds bearing interest at a Window Rate as of the effective date of the revised Window Rate Spread.

The Remarketing Agent shall give Electronic Notice of the revised Window Rate Spread to the Trustee not later than the second Business Day after the effective date of such revised Window Rate Spread. The Trustee shall give notice of such revised Window Rate Spread by Electronic Notice, confirmed by first class mail, to the Holders, with a copy to the Issuer, the Clinic, the Credit Facility Provider, if any, and the Liquidity Facility Provider, if any, not later than the second Business Day after receiving notice of such Window Rate Spread from the Remarketing Agent. If a court holds that the Window Rate set for any Window Interest Rate Period is invalid, illegal or unenforceable or if the SIFMA Index is not available for any week, the Window Rate for such Window Interest Rate Period shall be determined by the Remarketing Agent and shall be equal to a rate per annum equal to 85% of the interest rate on 30 day high-grade unsecured commercial paper notes sold through dealers by major corporations as reported in The Wall Street Journal on such Window Rate Determination Date, plus the Window Rate Spread. The SIFMA Index shall be used in the calculation of the Window Rate Spread whenever the SIFMA Index is available.

Section 2.13. Direct Purchase Rates.

(a) *Determination of Direct Purchase Rates*. During each Direct Purchase Period with respect to the Series 2026 Bonds, the Series 2026 Bonds shall bear interest at the Direct Purchase Rate. For any Direct Purchase Period, interest on the Series 2026 Bonds shall be payable on each Interest Payment Date for each applicable Interest Accrual Period commencing on the Interest Accrual Date preceding such Interest Payment Date. For any Direct Purchase Period, the Direct Purchase Rate shall be determined by utilizing the Applicable Spread, the Applicable Factor and the Direct Purchase Index for such Direct Purchase Period, all in a manner determined by the Direct Purchaser or the Market Agent prior to the Conversion to any Direct Purchase Period or as otherwise set forth in a Supplemental Bond Indenture or in the applicable Bondholder Agreement (the Direct Purchase Rate, unless otherwise established in a Supplemental Bond Indenture or in a Bondholder Agreement, to be the sum of (i) the Applicable Factor multiplied by the Direct Purchase Index plus (ii) the Applicable Spread, per annum). The Calculation Agent shall determine the Direct Purchase Rate on each Direct Purchase Rate Determination Date to become effective on the immediately succeeding Index Reset Date during the Direct Purchase Period, and interest shall accrue at such rate for each day during the Interest Accrual Period commencing on the Index Reset Date. The Direct Purchase Rate shall be rounded, if necessary, to the third decimal place. For each Direct Purchase Period, prior to the commencement of such Direct Purchase Period, the Direct Purchaser or the Market Agent shall also determine the Direct Purchase Period, the Interest Accrual Period, the Direct Purchase Rate Mandatory Purchase Date, the Direct Purchase Period Earliest Redemption Date (if applicable), the Term Out Period (if applicable), and the Term Out Rate (if applicable). During each Direct Purchase Period, the Direct Purchase Bonds shall be subject to optional redemption as provided in Section 4.01(h) hereof.

(b) *Conversion to Direct Purchase Period*. Subject to Section 2.15 hereof, at any time, the Clinic, by Electronic Notice to the Trustee, the Credit Facility Provider, if any, the Liquidity Facility Provider, if any, and the Remarketing Agent, may direct that all, but not less than all, Series 2026 Bonds shall be converted to bear interest at a Direct Purchase Rate. Such direction of the Clinic shall specify the proposed Conversion Date, which shall be (1) a Business Day not earlier than the twentieth (20^{th}) day following receipt by the Trustee of such

direction, and (2) in the case of a Conversion from a Long-Term Period, the Business Day immediately following the last day of the then-current Long-Term Period. In addition, such direction shall be accompanied by a letter of Bond Counsel that it expects to be able to render a Favorable Opinion of Bond Counsel on the proposed Conversion Date. In addition, such direction shall specify the duration of the Direct Purchase Period immediately following the proposed Conversion Date. During each Direct Purchase Period for Series 2026 Bonds commencing on a date so specified and ending on the day immediately preceding the effective date of the next succeeding Direct Purchase Interest Rate Period, the interest rate borne by the Series 2026 Bonds shall be a Direct Purchase Rate.

(c) *Notice of Conversion to Direct Purchase Mode*. The Trustee shall give notice of a Conversion to a Direct Purchase Mode to the Holders of the Series 2026 Bonds in accordance with Section 2.15(f)(iii) hereof.

(d) *Direct Purchase Bonds; Bond Indenture Provisions*. The following shall apply during each Direct Purchase Period:

(i) The Direct Purchase Bonds shall be in Authorized Denominations.

(ii) Nothing in this Twenty-Ninth Supplemental Indenture or in the Loan Agreement to the contrary withstanding, the parties hereto acknowledge, pursuant to Section 2.02(f) hereof, that unless the Direct Purchaser gives a written direction otherwise, all payments with respect to the Direct Purchase Bonds are to be made directly by the Clinic to the Direct Purchaser for so long as it is the Holder of all of the Direct Purchase Bonds, provided that failure of the Direct Purchaser to provide such notice shall not affect the obligations of the Clinic to pay such amounts pursuant to the terms of this Twenty-Ninth Supplemental Indenture and the Loan Agreement.

(iii) The Direct Purchase Bonds shall be registered in the name of the Direct Purchaser, and shall not have a CUSIP number assigned thereto (unless the Direct Purchaser consents thereto or directs that the Series 2026 Bonds be in book-entry form), and shall not be held under a Securities Depository system, including but not limited to the book-entry-only system of DTC and (unless the Direct Purchaser consents thereto or directs that the Series 2026 Bonds be in book-entry form) shall not be registered in the name of "Cede & Co." or otherwise be DTC eligible. The Direct Purchase Bonds, without the prior written consent of the Direct Purchaser, shall not be rated by any Rating Agency and shall not be marketed during any period in which the Direct Purchase Bonds are held by the Direct Purchaser pursuant to any official statement, offering memorandum or any other disclosure documentation (other than in connection with any Conversion to an Interest Rate Mode other than a Direct Purchase Interest Rate Mode).

(iv) Unless otherwise directed by the Direct Purchaser, the Issuer shall provide for physical delivery of the Direct Purchase Bonds to the Direct Purchaser in the form attached hereto as *Exhibit A*. Each Bond bearing interest at the Direct Purchase Rate

shall contain a legend indicating that the transferability of such Bond is subject to the restrictions set forth in this Twenty-Ninth Supplemental Indenture.

(v) No modifications or amendments to, or waivers of, the terms of the Direct Purchase Bonds, this Twenty-Ninth Supplemental Indenture, the Bondholder Agreement, or any related documents, by the Direct Purchaser shall be made or granted without the receipt by the Issuer, the Trustee and the Clinic of a Favorable Opinion of Bond Counsel.

(vi) During any period when the Direct Purchase Bonds are in the Direct Purchase Mode, the Direct Purchaser, as the sole Holder of such Direct Purchase Bonds, shall have the right to enforce the rights and remedies provided to the Trustee hereunder and to control all proceedings relating to the exercise of such rights and remedies in its own name and not subject to the restrictions contained herein.

Section 2.14. Fixed Rates.

(a) *Interest Rate Period*. Whenever Series 2026 Bonds are to bear interest accruing at a Fixed Rate, the Fixed Rate shall commence to accrue on the date of initial issuance thereof or on a Fixed Rate Conversion Date and any Fixed Period shall extend to the Maturity Date subject to the ability of the Clinic to designate a Conversion Date for such Fixed Bonds pursuant to the provisions of Section 2.15 hereof.

(b) *Determination Time*. Each Fixed Rate shall be determined prior to issuance of Series 2026 Bonds initially issued as Fixed Bonds or by the Remarketing Agent by 4:00 p.m., New York City time, on or before the Business Day immediately preceding the Fixed Rate Conversion Date. Notice of each Fixed Rate shall be given by the Remarketing Agent to the Trustee and the Clinic by Electronic Notice not later than 5:00 p.m., New York City time, on the date of determination. The Trustee shall inform the Holders of each Fixed Rate determined by the Remarketing Agent upon request of any such Holder.

(c) *Remarketing*. The Fixed Rate for the Series 2026 Bonds shall be the rate or rates of interest per annum borne by the Series 2026 Bonds which shall be the lowest rate or rates of interest that, in the judgment of the Remarketing Agent, would cause such Series 2026 Bonds to have a purchase price equal to the principal amount thereof plus accrued interest, if any, under prevailing market conditions as of the date of determination. Notwithstanding the foregoing, the Fixed Rate may be the rate of interest per annum determined by the Remarketing Agent to be the interest rate which, if borne by the Series 2026 Bonds, would enable the Remarketing Agent to sell such Series 2026 Bonds on the date and at the time of such determination at a price which will result in the lowest net interest cost for such Series 2026 Bonds, after taking into account any premium or discount at which such Series 2026 Bonds are sold by the Remarketing Agent, provided that in connection with selling such Series 2026 Bonds at a premium or discount:

(i) The Remarketing Agent certifies to the Issuer, the Trustee and the Clinic that the sale of the Series 2026 Bonds at the Fixed Rate and premium or discount

specified by the Remarketing Agent is expected to result in the lowest net interest cost for such Series 2026 Bonds on the commencement date of the Fixed Period;

(ii) The Clinic consents in writing to the sale of the Series 2026 Bonds by the Remarketing Agent at such premium or discount;

(iii) In the case of Series 2026 Bonds to be sold at a discount, either (A) a Credit Facility or a Liquidity Facility is in effect with respect to the Series 2026 Bonds at the time of the Fixed Rate Conversion Date and provides for the purchase of such Series 2026 Bonds from the tendering Holders at par or (B) the Clinic agrees to transfer to the Trustee on the Fixed Rate Conversion Date, in immediately available funds, for deposit in the Clinic Purchase Account, an amount equal to such discount; and

(iv) In the case of Series 2026 Bonds to be sold at a premium, the Remarketing Agent shall transfer remarketing proceeds equal to such premium in accordance with any direction included in the Favorable Opinion of Bond Counsel delivered pursuant to subsection (v) below or, if no such direction is included and no other instructions are received by the Remarketing Agent from Bond Counsel related to the use of such premium, then to the Trustee for deposit in the Revenue Fund.

Section 2.15. Conversions. iii) In the event that the Clinic shall elect to convert the interest rate on the Series 2026 Bonds (or, except with respect to conversions to or from being Direct Purchase Bonds, a portion of the Series 2026 Bonds, as applicable) to another Interest Rate Mode, then the written Conversion direction furnished by the Clinic shall be made by Electronic Notice. Notwithstanding anything in this Twenty-Ninth Supplemental Indenture to the contrary, any such Conversion may be with respect to all or, except with respect to conversions to or from being Direct Purchase Bonds, a portion of the Series 2026 Bonds. Any Series 2026 Bonds to be converted in part shall be selected randomly, and the portion of the Series 2026 Bonds to be converted shall be re-designated as a new Series to distinguish such portion from the portion of such Series not to be converted. All references herein to any Conversion of Series 2026 Bonds or a Series of Series 2026 Bonds shall refer to the portion of such Series that is subject to Conversion in the event that less than all of such Series is subject to Conversion.

(a) Notwithstanding anything in this Article II, in connection with any proposed Conversion of Series 2026 Bonds (or a portion of the Series 2026 Bonds, as applicable) on a Purchase Date that is not otherwise a Mandatory Purchase Date, the Clinic shall have the right to deliver to the Trustee, the Issuer, the Remarketing Agent, if any, the Liquidity Facility Provider, if any, and the Credit Facility Provider, if any, on or prior to the earlier of (i) the second Business Day prior to the proposed effective date of any such Conversion or (ii) the date on which the interest rate for the new Interest Rate Mode is determined, a notice to the effect that the Clinic elects to rescind its election to implement any such Conversion. If the Clinic rescinds its election to implement any such Conversion, then the Interest Rate Mode shall not be converted, the mandatory tender shall not occur (unless such proposed Conversion Date is also a Mandatory Purchase Date pursuant to Sections 4.07(a)(ii), (iii), (iv), (v), (vi), (vii), (viii), (ix) and (x) hereof), and, except as otherwise provided herein, the Series 2026 Bonds shall

continue to bear interest at the current Interest Rate Mode in effect immediately prior to such proposed Conversion Date. If the Clinic gives notice of rescission of its election to implement a Conversion, the Trustee shall give Electronic Notice, confirmed by first class mail, on the Business Day next succeeding receipt of the notice of rescission to the Holders of the Series 2026 Bonds proposed to be converted at their addresses as they appear on the Bond Register of the Trustee as of the date notice of rescission is received from the Clinic.

(b) No Conversion shall take effect under this Twenty-Ninth Supplemental Indenture unless each of the following conditions and the conditions set forth in Section 2.15(f) hereof, to the extent applicable, shall have been satisfied.

(i) In the case of any Conversion with respect to which there shall be no Liquidity Facility or Credit Facility in effect to provide funds for the purchase of Series 2026 Bonds to be converted on the Conversion Date, the remarketing proceeds and funds in the Clinic Purchase Account and available on the Conversion Date shall not be less than the amount required to purchase all of the Series 2026 Bonds to be converted at the applicable Purchase Price.

(ii) In the case of any Conversion of Series 2026 Bonds to any Interest Rate Mode (except a Direct Purchase Period), prior to the Conversion Date the Clinic shall have appointed a Remarketing Agent and there shall have been executed and delivered a Remarketing Agreement.

(iii) If such Conversion is with respect to less than all of the Series 2026 Bonds, the Series 2026 Bonds shall be designated as separate Series or sub-Series as provided in Section 2.01 hereof.

(c) If, on a Conversion Date, any condition precedent to a proposed Conversion shall not have been satisfied, then such Conversion shall not occur and the Series 2026 Bonds or portion thereof to have been converted shall continue to bear interest at the current interest rate as in effect immediately prior to such proposed Conversion Date, and the Series 2026 Bonds or portion thereof, subject to and unless otherwise provided in Section 4.18 hereof, shall not be subject to mandatory tender for purchase on the proposed Conversion Date, unless such proposed Conversion Date is also a Mandatory Purchase Date pursuant to Sections 4.07(a)(ii), (iii), (iv), (v), (vi), (vii), (viii), (ix) and (x) hereof.

(d) Notwithstanding anything in this Article II to the contrary, in connection with any Conversion that would require the mandatory tender for purchase of Series 2026 Bonds at a Purchase Price greater than the principal amount thereof, the Clinic, as a condition to implementing such Conversion, shall deliver to the Trustee on or prior to the Conversion Date, immediately available funds for the purpose of paying such premium, unless the Liquidity Facility, if any, or Credit Facility, if any, then in effect with respect to such Series 2026 Bonds provides for the payment of such premium on such Conversion Date.

(e) The Series 2026 Bonds may be converted in whole or in part (except for conversions to or from Direct Purchase Bonds, which may not be converted in part) in Authorized Denominations. Any Series 2026 Bonds subject to such Conversion may be

assigned a new CUSIP number and shall be designated or numbered by the Trustee to distinguish each such Series of Series 2026 Bonds from another Series. Such Series 2026 Bonds may be converted as follows:

(i) *Conversion Date*. Subject to the following provisions of this paragraph, all Conversion Dates shall be Interest Payment Dates, provided*, however,* that (A) for a Conversion of Long-Term Bonds, such Conversion shall only occur on a Long-Term Rate Mandatory Purchase Date on which such Long-Term Bonds are subject to purchase pursuant to Section 4.07(a)(iii) hereof or on any date when the Long-Term Bonds are subject to optional redemption pursuant to Section 4.01(g) hereof, (B) for a Conversion of FRN Bonds such Conversion shall only occur on an FRN Rate Mandatory Purchase Date on which such FRN Bonds are subject to purchase pursuant to Section 4.07(a)(v) hereof or any date such FRN Bonds are subject to optional redemption pursuant to Section 4.01(e) hereof, (C) for a Conversion of Direct Purchase Bonds, such Conversion shall only occur on a Direct Purchase Rate Mandatory Purchase Date pursuant to Section 4.07(a)(ix) hereof or on any other date specified in a Supplemental Bond Indenture or in a Bondholder Agreement, or with the consent of the Direct Purchaser, and
(D) for a Conversion of Fixed Bonds, such Conversion may only occur on any date during the period such Fixed Bonds are subject to optional redemption pursuant to Section 4.01(g) hereof. Interest shall accrue on such Series 2026 Bonds at the new interest rate commencing on such Conversion Date, whether or not a Business Day. Any action required to be taken on such Conversion Date, if such day is not a Business Day, may be taken on the next succeeding Business Day as if it had occurred on such Conversion Date.

(ii) *Notice of Intent to Convert*. The Clinic shall give written notice of its intent to exercise its option to implement any such Conversion to the Issuer, the Remarketing Agent, the Trustee, the Credit Facility Provider, if any, and the Liquidity Facility Provider, if any, with respect to the affected Series 2026 Bonds by Electronic Notice not fewer than five days (or such shorter period as shall be acceptable to the applicable parties) prior to the date on which the Trustee is required to provide notice of Conversion to the Holders. Such notice shall specify the proposed Conversion Date (as well as the Series of Series 2026 Bonds to which the Conversion will be applicable).

(iii) *Notice of Conversion and Mandatory Tender*. Not fewer than 15 days (or for any Conversion of Fixed Bonds, not fewer than 20 days) prior to the proposed Conversion Date, the Trustee shall give Electronic Notice, confirmed by first class mail, of the Conversion and, if applicable, of the mandatory tender of such Series 2026 Bonds to the Holders of such Series 2026 Bonds at their addresses as they appear on the Bond Register as of the date Electronic Notice of the election is received by the Trustee from the Clinic.

(iv) *Favorable Opinion of Bond Counsel*. Any Conversion pursuant to this Section 2.15 shall be subject to the conditions that, on or before the Conversion Date, the Clinic shall have delivered to the Issuer, the Trustee, the Remarketing Agent, the Credit Facility Provider, if any, and the Liquidity Facility Provider, if any, a Favorable Opinion

of Bond Counsel to the effect that the Conversion is authorized by this Twenty-Ninth Supplemental Indenture and will not, in and of itself, cause the interest on the Series 2026 Bonds to be included in the gross income of the Holders for federal income tax purposes.

(v) *Conditions to Conversion*. Notwithstanding the Clinic's delivery of notice of the exercise of its option to effect a Conversion, such Conversion to the new Interest Rate Mode shall *not* take effect if:

(A) the Clinic withdraws such notice of the exercise of its option to effect Conversion not later than the earlier of (i) the second Business Day prior to the proposed effective date of any such Conversion and (ii) the date on which the interest rate for the new Interest Rate Mode is determined, if permitted by Section 2.15(b) hereof;

(B) the Remarketing Agent fails to determine, when required, the interest rate for the new Interest Rate Mode;

(C) the notice to Holders of Series 2026 Bonds of the Conversion is not given when required;

(D) the Clinic fails to deliver to the Issuer, the Trustee and the Remarketing Agent the Favorable Opinion of Bond Counsel referred to above;

(E) sufficient funds are not available by 2:00 p.m., New York City time, on the Conversion Date to purchase all of the Series 2026 Bonds required to be purchased on such Conversion Date;

(F) in the case of Conversion from a Window Period or from a Fixed Period, not all of the Series 2026 Bonds are remarketed in the new Interest Rate Mode on the applicable Conversion Date; or

(G) the Clinic fails to deliver a Credit Facility, Liquidity Facility or Self Liquidity Arrangement, if required.

(vi) *Serialization Upon Conversion to a Fixed Rate*. The Remarketing Agent shall determine the Fixed Rate with respect to the Series 2026 Bonds in accordance with the provisions of Section 2.14(b) hereof. All such Series 2026 Bonds shall have the same Final Maturity Date and bear interest at the same Fixed Rate on and after the Fixed Rate Conversion Date, unless on the date the Remarketing Agent determines the Fixed Rate, the Remarketing Agent also determines that such Series 2026 Bonds would bear a lower effective net interest cost if such Series 2026 Bonds were serial bonds, term bonds or a combination of serial bonds and term bonds with the Maturity Dates (or Sinking Fund Installments) and principal amounts matching the Sinking Fund Installments in effect prior to such Fixed Rate Conversion Date, in which event such Series 2026 Bonds shall become serial bonds, term bonds, or a combination of serial bonds and term bonds with such Maturity Dates (or Sinking Fund Installments) and principal amounts and shall bear separate Fixed Rates for

each Maturity Date. Notwithstanding the foregoing, the Clinic may deliver to the Trustee a schedule of revised Maturity Dates and maturity amounts, including Sinking Fund Installments, for the Series 2026 Bonds then being converted to the Fixed Mode, provided that such schedule be accompanied by an opinion of Bond Counsel addressed to the Issuer and the Trustee to the effect that such revised Maturity Dates and maturity amounts (including mandatory Sinking Fund Installments) for such Series 2026 Bonds will not have an adverse effect on the exemption of interest on any Bond from federal income taxation to which such Bond is otherwise entitled or on the validity or enforceability of any Bond.

(vii) *Changes to Serial Maturity Dates in Connection with a Conversion from the Fixed Mode*. Upon the Conversion of the Series 2026 Bonds from the Fixed Mode, the Maturity Date for any serial maturities of the Series 2026 Bonds in effect prior to the Conversion Date other than the Final Maturity Date shall become the Final Maturity Date, and principal amounts of any serial maturities of the Series 2026 Bonds while operating in the Fixed Mode in effect prior to the Conversion Date shall become Sinking Fund Installments. All existing Sinking Fund Installments shall remain in effect and any term bond maturity installment (other than the installment due on the Final Maturity Date) shall become a Sinking Fund Installment. The Final Maturity Date of the Series 2026 Bonds and the amount of principal due on such Final Maturity Date will not be changed. Notwithstanding the foregoing, the Clinic may deliver to the Trustee a schedule of revised Maturity Dates and maturity amounts, including Sinking Fund Installments, for the Series 2026 Bonds then being converted from the Fixed Mode, provided that such schedule be accompanied by a Favorable Opinion of Bond Counsel addressed to the Issuer and the Trustee to the effect that such revised Maturity Dates and maturity amounts (including Sinking Fund Installments) for such Series 2026 Bonds will not have an adverse effect on the exemption of interest on any Bond from federal income taxation to which such Bond is otherwise entitled or on the validity or enforceability of any Bond.

Section 2.16. Execution; Limited Obligation; No Liability of State. The Series 2026 Bonds shall be executed on behalf of the Issuer by the manual or facsimile signature of the Mayor and City Clerk and shall have impressed or printed by facsimile thereon the corporate seal of the Issuer, as applicable. All authorized facsimile signatures shall have the same force and effect as if manually signed. In case any official whose signature or a facsimile of whose signature shall appear on the Series 2026 Bonds shall cease to be such official before the delivery of such Series 2026 Bonds, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes, the same as if such official had remained in office until delivery. The Series 2026 Bonds may be signed on behalf of the Issuer by such persons who, at the time of the execution of such Series 2026 Bonds, are duly authorized or hold the appropriate office of the Issuer, although on the date of the Series 2026 Bonds such persons were not so authorized or did not hold such offices. NEITHER THE STATE NOR ANY POLITICAL SUBDIVISION THEREOF SHALL IN ANY EVENT BE LIABLE FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE SERIES 2026 BONDS, OR FOR THE PERFORMANCE OF ANY PLEDGE, MORTGAGE, OBLIGATION OR AGREEMENT OF ANY KIND WHATSOEVER THAT MAY BE UNDERTAKEN BY THE ISSUER, AND NONE OF THE SERIES 2026 BONDS

SHALL BE CONSTRUED TO CONSTITUTE A DEBT OR A PLEDGE OF THE FAITH AND CREDIT OF THE STATE OR ANY POLITICAL SUBDIVISION THEREOF, INCLUDING THE ISSUER, WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION WHATSOEVER, AND SHALL NOT DIRECTLY, INDIRECTLY OR CONTINGENTLY OBLIGATE THE STATE OR ANY OF ITS POLITICAL SUBDIVISIONS TO LEVY OR TO PLEDGE ANY FORM OF TAXATION WHATEVER THEREFOR OR TO MAKE ANY APPROPRIATION FOR THE PAYMENT THEREOF; NOR SHALL ANY BREACH OF ANY SUCH PLEDGE, MORTGAGE, COVENANT, OBLIGATION OR AGREEMENT IMPOSE ANY PECUNIARY LIABILITY UPON ANY MEMBER, OFFICER, EMPLOYEE OR AGENT OF THE ISSUER, OR ANY CHARGE UPON THE GENERAL CREDIT OF THE ISSUER, OR ANY PECUNIARY LIABILITY UPON THE ISSUER PAYABLE FROM ANY MONEYS, REVENUES, PAYMENTS AND PROCEEDS OTHER THAN THE TRUST ESTATE. The principal of, premium, if any, and interest on the Series 2026 Bonds are payable solely from the funds pledged for their payment in accordance with the resolution authorizing their issuance and the Indenture. Pursuant to the provisions of the Loan Agreement, payments sufficient for the prompt payment, when due, of the principal of, premium, if any, and interest on the Series 2026 Bonds are to be paid to the Trustee for the account of the Issuer and deposited in special accounts created by the Issuer as set forth herein, and all such accounts have been duly pledged and assigned for such purpose.

Section 2.17. Delivery of Bonds. Upon the execution and delivery of this Twenty-Ninth Supplemental Indenture, the Issuer shall execute and deliver to the Trustee and the Trustee shall authenticate the Series 2026 Bonds to be issued in the aggregate principal amount of $100,000,000 and deliver such Series 2026 Bonds to the respective Purchasers as may be directed by the Issuer, as hereinafter in this Section 2.17 provided. Prior to the authentication and delivery by the Trustee of any of the Series 2026 Bonds there shall be filed with or delivered to the Trustee and the Issuer:

(a) a copy, duly certified by the City Clerk of the Issuer or such other officer as the Issuer may designate, of the Bond Resolution of the Issuer;

(b) a copy, duly certified by the Secretary or such other officer as the Clinic may designate, of the resolutions adopted and approved by the Board of Directors authorizing the execution and delivery of the Clinic Documents and approving this Twenty-Ninth Supplemental Indenture and the issuance and sale of the Series 2026 Bonds;

(c) an originally executed counterpart of this Twenty-Ninth Supplemental Indenture, the Clinic Documents and the Official Statement;

(d) a written request and authorization to the Trustee from the Issuer to authenticate and deliver the Series 2026 Bonds in the aggregate principal amount of $[_____] to the purchasers therein identified upon payment to the Trustee, but for the account of the Issuer, of the net proceeds from the sale of the Series 2026 Bonds;

(e) an instrument, signed by an Authorized Representative of the Clinic, evidencing the Clinic's approval of the issuance, sale and delivery of the Series 2026 Bonds and all of the terms and conditions thereof; and

(f) such other closing documents and opinions of counsel as the Issuer or Bond Counsel may reasonably specify in writing to the Trustee (which may be done through the inclusion of such items on the final closing agenda prepared for inclusion in the transcript of proceedings relating to the issuance of the Series 2026 Bonds).

Section 2.18. Transfer and Exchange of Bonds; Persons Treated as Owners. The Trustee shall keep the Bond Register at its Principal Office. At reasonable times and under reasonable regulations established by the Trustee, the Bond Register may be inspected and copied by the Issuer.

Upon surrender for transfer of any Bond at the Principal Office of the Trustee, the Issuer shall execute and the Trustee shall authenticate and deliver in the name of the transferee or transferees a new fully registered bond or bonds, without coupons, of the same Series and maturity and of authorized denominations for the aggregate principal amount which the registered owner is entitled to receive. Any Bond or Bonds may be exchanged at said office of the Trustee for a like aggregate principal amount of Bond or Bonds of the same Series and maturity of other authorized denominations. The execution by the Issuer of any Bond shall constitute full and due authorization of such Bond, and the Trustee shall thereby be authorized to authenticate, date and deliver such Bond.

All Series 2026 Bonds presented for transfer or exchange shall be accompanied by a written instrument or instruments of transfer or authorization for exchange, in form and with guaranty of signature satisfactory to the Trustee, duly executed by the registered owner or by such owner's duly authorized attorney.

Direct Purchase Bonds may be transferred without limitation to any affiliate of the Direct Purchaser or to a trust or custodial arrangement established by the Direct Purchaser, each of the Holders of which is the Direct Purchaser or an affiliate of the Direct Purchaser subject to the limitations, if any, set forth in the Bondholder Agreement. Direct Purchase Bonds may be transferred to such purchaser (other than an affiliate of the Direct Purchaser or a trust or custodial arrangement as described in the preceding sentence) if (i) written notice of such transfer, together with addresses and related information with respect to such purchaser, is delivered to the Clinic and the Trustee by such transferor, and (ii) such purchaser shall have delivered to the Clinic, the Issuer, the Trustee and the transferor an investor letter executed by a duly authorized officer of such purchaser, provided that each such purchaser shall constitute a "qualified institutional buyer" as defined in Rule 144A promulgated under the Securities Act or an "accredited investor" as defined in Rule 501 of Regulation D of the Securities Act. Additionally, the transferability of Direct Purchase Bonds shall be subject to any further restrictions set forth in the applicable Bondholder Agreement. The Trustee shall have no duty or obligation to determine whether or not any transferee meets the requirements set forth herein and shall be fully protected in relying on any investor letter delivered to it in accordance herewith.

No service charge shall be imposed upon the owner for any exchange or transfer of Series 2026 Bonds. The Issuer and the Trustee may, however, require payment by the person requesting an exchange or transfer of Series 2026 Bonds of a sum sufficient to cover any tax, fee or other governmental charge that may be imposed in relation thereto, except in the case of the issuance of a Bond or Bonds for the unredeemed portion of a Bond surrendered for redemption. The transferor shall also provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Section 6045 of the Code. The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

The Issuer and the Trustee shall not be required to register the transfer or exchange of any Bond (i) after notice calling such Bond or portion thereof for redemption has been given in accordance with the provisions of the Indenture or (ii) during the 15-day period next preceding the mailing of a notice of redemption of the Series 2026 Bonds of the same maturity.

New Bonds delivered upon any transfer or exchange shall be valid obligations of the Issuer, evidencing the same debt as the Series 2026 Bonds surrendered, shall be secured by the Indenture and shall be entitled to all of the security and benefits hereof to the same extent as the Series 2026 Bond surrendered.

The Issuer and the Trustee may treat the registered owner of any Bond as the absolute owner thereof for all purposes, whether or not such Bond shall be overdue, and shall not be bound by any notice to the contrary. All payments of or on account of the principal of and premium, if any, and interest on any such Bond as herein provided shall be made only to or upon the written order of the registered owner thereof or such owner's legal representative, but such registration may be changed as herein provided. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid.

Any Bond surrendered for the purpose of payment or retirement or for exchange or transfer or for replacement shall be canceled upon surrender thereof to the Trustee or any Paying Agent. Any such Bonds canceled by any Paying Agent other than the Trustee shall be promptly transmitted by such Paying Agent to the Trustee. Certification of Bonds canceled by the Trustee and Bonds canceled by a Paying Agent other than the Trustee which are transmitted to the Trustee shall be made to the Issuer and to the Clinic upon their written request. Canceled Bonds may be destroyed by the Trustee pursuant to its retention policy then in effect unless written instructions to the contrary are received from the Issuer or the Clinic.

Section 2.19. Use of Securities Depository.. Notwithstanding any provision of the Indenture to the contrary, but subject to Section 2.13(d) hereof during the Direct Purchase Period when the Series 2026 Bonds shall be in definitive certificated form registered in the name of the Direct Purchaser until otherwise directed by the Direct Purchaser, it is intended that the Series 2026 Bonds be registered so as to participate in a securities depository system with DTC (the *"DTC System"*), as set forth herein, and the ownership of each such Bond shall be registered on the Bond Register in the name of Cede & Co., or any successor thereto, as nominee for DTC. The Issuer and the Trustee are authorized to execute and deliver such letters to or

agreements with DTC as shall be necessary to effectuate the DTC System, including the Issuer Letter of Representations.

With respect to Bonds registered in the Bond Register in the name of Cede & Co., as nominee of DTC, the Issuer, the Clinic and the Trustee shall have no responsibility or obligation to any broker-dealer, bank or other financial institution for which DTC holds Bonds from time to time as securities depository (each such broker-dealer, bank or other financial institution being referred to herein as a *"Depository Participant"*) or to any person on behalf of whom such a Depository Participant holds an interest in the Series 2026 Bonds (each such person being herein referred to as an *"Indirect Participant"*). Without limiting the immediately preceding sentence, the Issuer, the Clinic and the Trustee shall have no responsibility or obligation with respect to (a) the accuracy of the records of DTC, Cede & Co., any Depository Participant or any Indirect Participant with respect to the ownership interest in the Series 2026 Bonds, (b) the delivery to any Depository Participant or any Indirect Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any notice with respect to the Series 2026 Bonds, including any notice of redemption, (c) the payment to any Depository Participant or Indirect Participant or any other person, other than a registered owner of a Bond as shown in the Bond Register, of any amount with respect to principal of, premium, if any, or interest on, the Series 2026 Bonds, (d) any consent given by the Securities Depository as registered owner, or (e) subject to Article IV, the selection by the Securities Depository or any Depository Participant of any beneficial owners to receive payment if Bonds are redeemed in part. While in the DTC System, no person other than Cede & Co., or any successor thereto, as nominee for DTC, shall receive a Bond certificate with respect to any Bond. Upon delivery by DTC to the Trustee of written notice from DTC to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions hereof with respect to the payment of interest by the mailing of checks or drafts to the registered owners of Bonds at the close of business on the Record Date applicable to any interest payment date, the name "Cede & Co." in this Twenty-Ninth Supplemental Indenture shall refer to such new nominee of DTC.

The Issuer has executed the Issuer Letter of Representations. Such Issuer Letter of Representations is for the purpose of effectuating the book-entry only system only and shall not be deemed to amend, supersede or supplement the terms of the Indenture which are intended to be complete without reference to the Issuer Letter of Representations. In the event of any conflict between the terms of the Issuer Letter of Representations and the terms of the Indenture, the terms of the Indenture shall control. The Securities Depository may exercise the rights of a Bondholder hereunder only in accordance with the terms hereof applicable to the exercise of such rights.

Notwithstanding anything in the Indenture to the contrary, so long as the Trustee shall hold in custody the Series 2026 Bonds for the benefit of DTC, the physical delivery, exchange, tender or presentment of the Series 2026 Bonds by DTC to the Trustee or by the Trustee to DTC shall be deemed to have been made in a timely fashion and no physical delivery, exchange, transfer or presentment by the Trustee or DTC shall be required hereunder. Further, notwithstanding anything in the Indenture to the contrary, so long as the Series 2026 Bonds are registered so as to participate in the DTC System, all deliveries, transfers, tenders,

exchanges, elections or presentments shall be made via the DTC System, pursuant to the procedures, rules and polices applicable to the DTC System.

Section 2.20. Successor Securities Depository; Transfers Outside Book-Entry Only System. In the event that (a) the Trustee determines (with the Issuer's consent) that DTC is incapable of discharging its responsibilities described herein and in the Issuer Letter of Representations, (b) the Issuer Letter of Representations shall be terminated for any reason or (c) the Clinic or the Issuer (with the consent of the other and the Trustee) determines that it is in the best interests of the beneficial owners of the Series 2026 Bonds that they be able to obtain certificated Bonds, the Trustee or the Issuer shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities and Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bond certificates to such successor securities depository or (ii) notify DTC of the availability through DTC of Bond certificates and transfer one or more separate Bond certificates to DTC Participants having Bonds credited to their DTC accounts. In such event, the Series 2026 Bonds shall no longer be restricted to being registered on the Bond Register in the name of Cede & Co., as nominee of DTC but may be registered in the name of the successor security depository, or its nominee, in whatever name or names registered owners of Bonds transferring or exchanging Bonds shall designate, in accordance with the provisions hereof. In connection with any proposed transfer outside the Book-Entry Only system, the Clinic or DTC shall provide or cause to be provided to the Trustee all information necessary to allow the Trustee to comply with any applicable tax reporting obligations, including without limitation any cost basis reporting obligations under Section 6045 of the Code. The Trustee may rely on the information provided to it and shall have no responsibility to verify or ensure the accuracy of such information.

Section 2.21. Payments and Notices to Cede & Co. Notwithstanding any other provision of the Indenture to the contrary, so long as any Bond is registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bond and all notices with respect to such Bond shall be made and given, respectively, in the manner provided in the Issuer Letter of Representations. The Trustee shall request in each notice sent to Cede & Co. pursuant to the terms of the Indenture that Cede & Co. forward or cause to be forwarded such notice to the DTC Participants, provided that the Trustee may recognize votes by or on behalf of Beneficial Owners as if such votes were made by the Holders of a related portion of the Series 2026 Bonds when such votes are received in compliance with an omnibus proxy of the Depository or otherwise pursuant to the rules of the Depository or the provisions of the Letters of Representation or other comparable evidence delivered to the Trustee.

Section 2.22. Calculation Agent. iv) Except during a Direct Purchase Period when the Direct Purchaser is also the Calculation Agent, the Calculation Agent shall perform such duties and only such duties as are specifically set forth in the Indenture, which duties are ministerial and not fiduciary in nature, and no implied covenants or obligations shall be read into the Indenture against the Calculation Agent, and the Calculation Agent shall be entitled to the same protections, immunities and indemnities afforded to the Trustee under the Indenture and the Loan Agreement, including its right to compensation. The Clinic shall appoint any successor Calculation Agent for the Series 2026 Bonds, subject to the conditions set forth below. Any Calculation Agent which is not also the Trustee shall designate its principal office and signify its acceptance of the duties and obligations imposed upon it hereunder by a written instrument of acceptance delivered to the Issuer, the Clinic and the Trustee in which the Calculation Agent will agree to perform all calculations and provide all notices required of the Calculation Agent under this Twenty-Ninth Supplemental Indenture. If the Trustee is the Calculation Agent and if the Calculation Agent at any time or times determines in its reasonable judgment that guidance is needed to perform its duties, or if it is required to decide between alternative courses of action, the Calculation Agent may (but is not obligated to) reasonably request guidance in the form of written instructions (or, in its sole discretion, oral instruction followed by written confirmation) from the Issuer, the Clinic, or the Remarketing Agent, on which the Calculation Agent shall be entitled to rely without liability. The Calculation Agent shall be entitled to refrain from action pending receipt of such instruction. The Calculation Agent shall have no liability for any interest rate published by any publication that is the source for determining the interest rates of the Series 2026 Bonds, including but limited to the Reuters Screen (or any successor source), or for any rates complied by the ICE Benchmark Administration or any successor thereto, or for any rates published on any publicly available source, including without limitation the Federal Reserve Bank of New York's Website, or in any of the foregoing cases for any delay, error or inaccuracy in the publication of any such, or for any subsequent correction or adjustment thereto.

(a) The Calculation Agent may at any time resign and be discharged of the duties and obligations created by the Indenture by giving at least 60 days' written notice to the Issuer, the Clinic, the Trustee, the Remarketing Agent, the Credit Facility Provider, if any, and the Liquidity Facility Provider, if any. Upon receipt of such notice, during any Interest Rate Period in which the services of a Calculation Agent are required under this Twenty-Ninth Supplemental Indenture, the Clinic has agreed in Section 7 of Amendment No. 30 to diligently seek to appoint a successor Calculation Agent to assume the duties of the Calculation Agent on the effective date of the prior Calculation Agent's resignation**.** In the event that the Clinic shall fail to appoint a successor Calculation Agent in a timely manner when required under this Twenty-Ninth Supplemental Indenture, the Trustee shall, subject to its right to be indemnified to its satisfaction, petition any court of competent jurisdiction for the appointment of a successor Calculation Agent, at the Clinic's expense and such court may thereupon, after such notice, if any, as it may deem proper, appoint such successor Calculation Agent, provided*, however,* that during the pendency of any such petition the Clinic shall itself act as Calculation Agent, service in any such case shall commence on the effective date of the resignation of the prior Calculation Agent and to remain in effect until a successor Calculation Agent assumes such position in accordance with the provisions hereof. The Calculation Agent may be removed at any time by written notice from the Clinic to the Issuer, the Trustee, the Credit Facility Provider, if any, the Liquidity Facility Provider, if any, and the Remarketing Agent, *provided* that such

removal shall not be effective until a successor Calculation Agent assumes such position in accordance with the provisions hereof.

(b) The Trustee shall, within 30 days of the resignation or removal of the Calculation Agent or the appointment of a successor Calculation Agent, give notice thereof by Electronic Notice, confirmed by first class mail, to the registered owners of the Series 2026 Bonds.

(c) Promptly after determining any interest rate required to be determined by the Calculation Agent under this Twenty-Ninth Supplemental Indenture, the Calculation Agent shall provide Electronic Notice to the Trustee, the Clinic, the Remarketing Agent and any requesting Holder who has provided it with appropriate notice address.

ARTICLE III

ISSUANCE OF BONDS; APPLICATION OF PROCEEDS

Section 3.01. Issuance of Bonds. At any time after the execution of this Twenty-Ninth Supplemental Indenture, the Issuer may execute and the Trustee shall authenticate and, upon Request of the Issuer, deliver the Series 2026 Bonds.

Section 3.02. Deposit of Funds. The Purchaser has purchased the Series 2026 Bonds for a price of $[ ] (the ~~"*Sale Proceeds*"~~ "*Sale Proceeds*"). The Issuer agrees to cause the Sale Proceeds to be deposited with the Trustee and, upon receipt, the Trustee agrees to apply the Sale Proceeds as follows:

(a) Into the Costs of Issuance Fund, the amount of $[~~ ~~].

(b) Into the Construction Fund, the amount of $[~~ ~~] to be applied to Costs of the Project.

ARTICLE IV

REDEMPTION, PURCHASE AND REMARKETING OF BONDS

Section 4.01. Terms of Redemption.

(a) *Extraordinary Redemption.* Series 2026 Bonds are subject to extraordinary optional redemption prior to maturity in part at any time, at the option of the Clinic, in the event of damage, destruction or condemnation (or conveyance in lieu of condemnation) of all or any part of the property of the Clinic and its affiliates in or around Rochester, Minnesota (the "Rochester Property"), such redemption to be made with the net proceeds of hazard insurance or any award received as a result of such condemnation (or conveyance in lieu thereof). Series 2026 Bonds are subject to extraordinary optional redemption prior to maturity in whole at any time following an event of damage, destruction or condemnation (or conveyance in lieu of condemnation) of any or any part of the Rochester Property, if the Clinic's Board of Trustees in good faith determines that the continued operation of the Rochester Property following such damage, destruction or condemnation is impracticable, uneconomical or undesirable for any reason. Any extraordinary optional redemption of Series 2026 Bonds will be at a

redemption price equal to 100% of the principal amount of Series 2026 Bonds being redeemed, plus interest accrued to the date fixed for redemption plus, to the extent required to be paid in accordance with a Bondholder Agreement, the make-whole or termination fee, as provided in such agreement, or breakage fee, as applicable.

(b) *Optional Redemption of Daily Bonds, Two-Day Bonds, Weekly Bonds and Window Bonds*. Daily Bonds, Two-Day Bonds, Weekly Bonds and Window Bonds are subject to redemption prior to the Final Maturity Date, at the option of the Clinic, on any Business Day, in whole or in part in such amounts as are designated by the Clinic at a Redemption Price equal to the principal amount thereof, plus interest accrued thereon, if any, to the date fixed for redemption, without premium. For any Bonds that are supported by a Credit Facility that is a direct-pay letter of credit, such amounts shall be prepaid from Eligible Moneys in the Credit Facility Redemption Account, or to the extent not so available, from other Eligible Moneys, and the Trustee shall not direct an optional redemption of Series 2026 Bonds payable from a draw under a Credit Facility without the prior written consent of the Credit Facility Provider.

(c) *Optional Redemption of VRO Bonds*. VRO Bonds are subject to redemption prior to the Final Maturity Date, at the option of the Clinic, in whole or in part on any Business Day in such amounts as are designated by the Clinic, at a Redemption Price equal to the principal amount thereof, plus interest accrued thereon, if any, to the date fixed for redemption, without premium.

(d) *Optional Redemption of Short-Term Bonds*. Short-Term Bonds are subject to redemption prior to the Final Maturity Date, at the option of the Clinic, in whole or in part on any Interest Payment Date for such Short-Term Bonds, in such amounts as are designated by the Clinic, at a Redemption Price equal to the principal amount thereof, plus interest accrued thereon, if any, to the date fixed for redemption, without premium.

(e) *Optional Redemption of FRN Bonds*. FRN Bonds are subject to redemption prior to the Final Maturity Date, at the option of the Clinic, as follows: (i) for Series 2026 Bonds operating in a FRN Interest Rate Period of less than five years, on any date during the period beginning 180 days prior to the last day of such FRN Interest Rate Period and ending on the last day of such FRN Interest Rate Period, (ii) for Series 2026 Bonds operating in a FRN Interest Rate Period of five years or more, on any date during the period beginning one year prior to the last day of such FRN Interest Rate Period and ending on the last day of such FRN Interest Rate Period, and (iii) on any date determined by the Remarketing Agent on the FRN Rate Conversion Date, in whole or in part, in such amounts as are designated by the Clinic, at a Redemption Price equal to the principal amount thereof, plus interest accrued thereon, if any, to the date fixed for redemption, without premium.

(f) *Optional Redemption of Flexible Rate Bonds*. Series 2026 Bonds in the Flexible Mode are not subject to optional redemption prior to their respective Purchase Dates. Series 2026 Bonds in the Flexible Mode shall be subject to redemption at the option of the Clinic, in whole or in part on their respective Purchase Dates at a Redemption Price equal to the principal amount thereof, plus interest accrued thereon, if any, to the date fixed for redemption, without premium.

(g) *Optional Redemption of Long-Term Bonds or Fixed Bonds*. Long-Term Bonds and Fixed Bonds are subject to redemption prior to the Final Maturity Date, at the option of the Clinic, in whole or in part, in such amounts as may be specified by the Clinic, (i) on each Long-Term Rate Mandatory Purchase Date with respect to Series 2026 Bonds in a Long-Term Period, at a Redemption Price equal to the principal amount thereof, plus interest accrued thereon, if any, to the date fixed for redemption, without premium, and (ii) after the applicable no-call periods specified below with respect to Long-Term Bonds or Fixed Bonds (or, with a Favorable Opinion of Bond Counsel, during such different periods and at such different Redemption Prices specified in a notice of the Clinic to the Trustee in connection with the establishment of the Long-Term Rate(s) or a Fixed Rate(s)) in whole or in part on any date, at a Redemption Price equal to the principal amount thereof, plus interest accrued thereon, if any, to the date fixed for redemption, without premium:

LENGTH OF LONG-TERM PERIOD OR YEARS REMAINING TO FINAL MATURITY DATE AS OF FIXED RATE CONVERSION DATE	INITIAL REDEMPTION DATES (ANNIVERSARY OF FIXED RATE CONVERSION DATE OR LONG-TERM CONVERSION DATE)
Equal to or less than 10 years	Not subject to optional redemption
Greater than 10 years	10th anniversary

The foregoing notwithstanding, if the Clinic delivers to the Trustee, the Remarketing Agent and the Issuer on any Conversion Date or Purchase Date (for Series 2026 Bonds remaining Long-Term Bonds for an additional Long-Term Interest Rate Period) (1) a notice containing alternative call protection periods and/or Redemption Prices for Long-Term Bonds or Fixed Bonds and (2) a Favorable Opinion of Bond Counsel with respect to such Series 2026 Bonds to the effect that the modifications to the call protection periods and/or Redemption Prices will not, in and of themselves, cause the interest on such Series 2026 Bonds to be included in the gross income of Holders for purposes of federal income taxation, then the Series 2026 Bonds shall be subject to redemption at the option of the Clinic, pursuant to the call protection periods and at the Redemption Prices, if any, set forth in that notice, and this Section 4.01(g) hereof shall be deemed to be modified as set forth in such notice.

(h) *Optional Redemption of Direct Purchase Bonds*. Direct Purchase Bonds are subject to redemption prior to the Final Maturity Date, at the option of the Clinic, in whole or in part at any time on or after their Direct Purchase Period Earliest Redemption Date, if any, at a Redemption Price equal to the principal amount thereof, plus interest accrued thereon, if any, to the date fixed for redemption, without premium, or, with a Favorable Opinion of Bond Counsel, as is set forth in the applicable Supplemental Bond Indenture or Bondholder Agreement.

(i) *Mandatory Redemption of VRO Bonds*. VRO Bonds are subject to mandatory redemption on each VRO Interest Rate Period Special Mandatory Redemption Date (unless no longer effective pursuant to the terms of Section 2.11(c)(iv) hereof) at a Redemption Price equal to the principal amount thereof, plus interest accrued thereon, if any, to the date fixed for redemption, without premium.

(j) *Mandatory Redemption of Direct Purchase Bonds*. Direct Purchase Bonds are subject to mandatory redemption at the times, in the amounts, and at the Redemption Prices, as may be set forth in the applicable Supplemental Bond Indenture or Bondholder Agreement. Anything in the Indenture to the contrary notwithstanding, no notice related to a mandatory redemption related to Sinking Fund Installments shall be required while the Series 2026 Bonds are in the Direct Purchase Mode.

(k) *Sinking Fund Redemption*. The Series 2026 Bonds are also subject to redemption in part prior to their stated maturity from Sinking Fund Installments established pursuant to Section 5.04 hereof on the date that any Sinking Fund Installment is due at the redemption price of 100% of the principal amount of the Series 2026 Bonds to be redeemed plus accrued interest to the redemption date and without premium.

(l) *Redemption at the Direction of Liquidity Facility Provider or Credit Facility Provider*. All Bonds shall also be subject to redemption at the direction of the Liquidity Facility Provider or Credit Facility Provider at a Redemption Price equal to the principal amount thereof, plus interest accrued thereon, if any, to the date fixed for redemption, without premium, as described in the Liquidity Facility or Credit Facility in connection with certain events of default or termination described therein, and all Bank Bonds shall be subject to redemption at the direction of the Liquidity Facility Provider as described in the Liquidity Facility at a Redemption Price equal to the principal amount thereof, plus interest accrued thereon, if any, computed at the rate provided for Bank Bonds in the Liquidity Facility or Credit Facility to the date fixed for redemption, without premium. Promptly upon the receipt of notice of the proposed noticed termination date from the Liquidity Facility Provider or Credit Facility Provider, but in no event more than three (3) Business Days after receipt, the Trustee shall provide Electronic Notice to the Clinic, the Remarketing Agent, the Liquidity Facility Provider, if any, the Credit Facility Provider, if any, and the Holders of all Outstanding Bonds secured by such Liquidity Facility or Credit Facility of the noticed termination date and the proposed mandatory redemption date for such Series 2026 Bonds, which mandatory redemption date shall be no later than five (5) days prior to the noticed termination date.

(m) *Purchase in Lieu of Redemption*. Notwithstanding the above provisions in this Section 4.01, any Series 2026 Bonds subject to optional redemption and cancellation pursuant to Section 4.01(a), (b), (c), (d), (e), (f), (g) or (h) above shall also be subject to optional call for purchase and, at the option of the Clinic, holding, resale or cancellation by the Clinic (*i.e.,* a so-called purchase in lieu of redemption) at the same times and at a purchase price equal to the same Redemption Prices as are applicable to the optional redemption of such Series 2026 Bonds as provided in such paragraphs. To exercise such option, the Clinic shall give the Trustee a Written Request exercising such option within the time period specified in Section 4.03 hereof as though such Written Request were a written request for redemption, and the Trustee shall thereupon give the holders of the Series 2026 Bonds to be purchased notice of such purchase in the manner specified in Section 4.03 hereof as though such purchase were a redemption and the purchase of such Series 2026 Bonds shall be mandatory and enforceable against the holders. On the date fixed for purchase pursuant to any exercise of such option, the Clinic or its assignee shall pay the purchase price of the Series 2026 Bonds

then being purchased to the Trustee in immediately available funds, which, in the case of Series 2026 Bonds supported by a Credit Facility, shall be Eligible Moneys on deposit in the Credit Facility Redemption Account, or if insufficient funds are on deposit therein, from other Eligible Moneys, and the Trustee shall pay the same to the sellers of such Series 2026 Bonds against delivery thereof. Following such purchase, the Trustee shall cause such Series 2026 Bonds to be registered in the name of the Clinic or its assignees and shall deliver them to the Clinic or its assignee. In the case of the purchase of less than all of the Series 2026 Bonds, the particular Series 2026 Bonds to be purchased shall be selected in accordance with Section 4.02 hereof. No purchase of the Series 2026 Bonds pursuant to these provisions shall operate to extinguish the indebtedness of the Issuer evidenced thereby (subject to all the terms and limitations contained in the Indenture). Notwithstanding the foregoing, no purchase shall be made pursuant to this section (m) unless the Clinic shall have delivered to the Trustee and the Issuer concurrently therewith an unqualified opinion of Bond Counsel to the effect that the purchase of the Series 2026 Bonds will not, in and of itself, adversely affect the validity or enforceability of the Series 2026 Bonds or result in the inclusion of interest on the Series 2026 Bonds in gross income for federal income tax purposes, to the extent not already so included with respect to such purchase. No Series 2026 Bonds that have been purchased pursuant to this Section 4.01(m) shall be remarketed as Weekly Bonds or Daily Bonds unless and until (i); a Liquidity Facility or Credit Facility has been provided for such Series 2026 Bonds; or
(ii) the Clinic has agreed to provide a Self Liquidity Arrangement for such Series 2026 Bonds.

(n) *Denominations*. All redemptions of less than all Series 2026 Bonds shall be in Authorized Denominations.

(o) *Sinking Fund Adjustments*. If there shall be any redemptions of Series 2026 Bonds other than sinking fund redemptions, the Clinic shall provide the Trustee a revised Sinking Fund Installment schedule in order to reflect any such other redemptions.

Section 4.02. Selection of Bonds for Redemption. Whenever provision is made in the Indenture for the redemption of less than all of the Series 2026 Bonds or any given portion thereof, the Trustee shall select the Series 2026 Bonds to be redeemed, from all Series 2026 Bonds subject to redemption or such given portion thereof not previously called for redemption, as directed in writing by the Clinic or in the absence of direction randomly in any manner which the Trustee in its sole discretion shall deem appropriate and fair, provided*, however,* that Series 2026 Bonds shall be redeemed in the following order of priority (and randomly within each priority, unless, in the case of Series 2026 Bonds other than Bank Bonds, the Clinic otherwise directs):

FIRST: Any Series 2026 Bonds which are Bank Bonds; and

SECOND: Any other Series 2026 Bonds.

Section 4.03. Notice of Redemption. Notice of redemption shall be mailed by the Trustee, not less than twenty (20) days nor more than sixty (60) days prior to the redemption date to the Holders of Series 2026 Bonds called for redemption at their addresses appearing on the Bond Register as of the date of the giving of such notice, with a copy to the Issuer. The Trustee shall also give notice of redemption by overnight mail or courier service to the Remarketing Agent, if any, the Liquidity Facility Provider, if any, the Credit Facility Provider, if any, the Direct Purchaser, if any, and the Securities Depository. Each notice of redemption shall state the date of such notice, the Series designation and date of issue of the Series 2026 Bonds, the redemption date, the Redemption Price, the place or places of redemption (including the name and appropriate address or addresses of the Trustee), the Maturity Date, the CUSIP numbers, if any, and, in the case of Series 2026 Bonds to be redeemed in part only, the respective portions of the principal amount thereof to be redeemed. Each such notice shall also state that, subject to the deposit of sufficient funds with the Trustee on or prior to the redemption date to effect the redemption and to prior rescission as provided in the next paragraph of this Section 4.03, on that date there will become due and payable on each of the Series 2026 Bonds the Redemption Price thereof or of the specified portion of the principal amount thereof in the case of a Bond to be redeemed in part only, together with interest accrued thereon to the redemption date, and that from and after such redemption date interest thereon shall cease to accrue, and shall require that such Series 2026 Bonds be then surrendered.

Any notice of optional redemption given pursuant to this Section 4.03 shall state (i) that it is conditioned upon the deposit with the Trustee on or prior to the redemption date of moneys in an amount equal to the amount necessary to effect the redemption and (ii) that the notice may be rescinded by written notice given to the Trustee by the Clinic on or prior to the date specified for redemption, and in either of such cases such notice and redemption shall be of no effect if such moneys are not so deposited or if the notice is rescinded as described herein. Any Bond for which a notice of redemption has been rescinded or for which sufficient funds to pay the Redemption Price thereof have not been deposited with the Trustee on or prior to the redemption date shall remain outstanding and neither the rescission of the notice nor the failure to fund the Redemption Price shall constitute an Event of Default hereunder. The Trustee shall give notice of such rescission or failure to fund the Redemption Price as soon thereafter as practicable in the same manner, and to the same Persons, as notice of such redemption was given pursuant to this Section 4.03.

Failure by the Trustee to give notice pursuant to this Section 4.03 to any one or more of the securities information services or depositories, or the insufficiency of any such notice shall not affect the sufficiency of the proceedings for redemption. Failure by the Trustee to mail notice of redemption pursuant to this Section 4.03 to any one or more of the respective Holders of any Series 2026 Bonds designated for redemption shall not affect the sufficiency of the proceedings for redemption with respect to the Holders to whom such notice was mailed.

Notice of redemption of Series 2026 Bonds shall be given by the Trustee, at the direction and expense of the Clinic, for and on behalf of the Issuer.

Section 4.04. Partial Redemption of Bonds. Upon surrender of any Bond redeemed in part only, the Issuer shall execute (but need not prepare) and the Trustee shall authenticate and deliver to the Holder thereof, at the expense of the Clinic, a new Bond or Series 2026 Bonds of Authorized Denominations, and of the same maturity, equal in aggregate principal amount to the unredeemed portion of the Series 2026 Bond surrendered, provided*, however,* that during any Direct Purchase Period, there shall be no requirement for the Holder to present the Series 2026 Bonds for surrender in connection with a partial redemption of the Series 2026 Bonds.

Section 4.05. Effect of Redemption. Notice of redemption having been duly given as aforesaid, and moneys for payment of the Redemption Price of, together with interest accrued to the redemption date on, the Series 2026 Bonds (or portions thereof) so called for redemption being held by the Trustee, on the redemption date designated in such notice, the Series 2026 Bonds (or portions thereof) so called for redemption shall become due and payable at the Redemption Price specified in such notice together with interest accrued thereon to the redemption date, interest on the Series 2026 Bonds so called for redemption shall cease to accrue, said Series 2026 Bonds (or portions thereof) shall cease to be entitled to any benefit or security under the Indenture and the Holders of said Series 2026 Bonds shall have no rights in respect thereof except to receive payment of said Redemption Price and accrued interest to the date fixed for redemption from funds held by the Trustee for such payment.

All Series 2026 Bonds redeemed pursuant to the provisions of this Article IV shall be canceled upon surrender thereof (and if applicable credited against Sinking Fund Installments), except as provided in Section 4.01(m).

Section 4.06. Optional Tenders During Daily Periods, Two-Day Periods, Weekly Periods, Window Periods and VRO Periods. v) Holders of Eligible Bonds may elect to have their Daily Bonds, Two-Day Bonds, Weekly Bonds, Window Bonds or VRO Bonds, or portions thereof in amounts in Authorized Denominations, purchased at the Purchase Price on the following Purchase Dates and upon giving the following Electronic Notice or written notice meeting the further requirements set forth below:

(i) Eligible Bonds with interest payable at a Daily Rate may be tendered for purchase at the Purchase Price payable in immediately available funds on any Business Day upon Electronic Notice of tender to the Trustee and the Remarketing Agent with respect to such Series 2026 Bonds not later than 11:00 a.m., New York City time, on the designated Purchase Date.

(ii) Eligible Bonds with interest payable at a Two-Day Rate may be tendered for purchase at the Purchase Price payable in immediately available funds on any Business Day upon Electronic Notice of tender to the Trustee and the Remarketing Agent with respect to such Series 2026 Bonds not later than 1:00 p.m., New York City time, on a Business Day not fewer than two (2) days prior to the designated Purchase Date.

(iii) Eligible Bonds with interest payable at a Weekly Rate may be tendered for purchase at the Purchase Price payable in immediately available funds on any Business Day upon delivery of Electronic Notice of tender to the Trustee and the Remarketing Agent with respect to such Series 2026 Bonds not later than 5:00 p.m., New York City time, on a Business Day not fewer than seven days prior to the designated Purchase Date.

(iv) Eligible Bonds with interest payable at a Window Rate may be tendered for purchase at the Purchase Price payable in immediately available funds upon delivery of Electronic Notice of tender to the Trustee and the Remarketing Agent with respect to such Series 2026 Bonds not later than 5:00 p.m., New York City time, on any Business Day for tender on a Window Rate Optional Purchase Date designated by the Remarketing Agent, if any.

(v) Eligible Bonds with interest payable at a VRO Rate may be tendered for purchase at the VRO Interest Rate Period Purchase Price in accordance with the applicable provisions of Section 2.11(b) hereof.

(b) Each notice of tender (other than a VRO Interest Rate Period Tender Notice which shall conform to the requirements set forth in Section 2.11(b) hereof):

(i) Shall, in the case of a written notice, be delivered to the Trustee and the Remarketing Agent at their respective Principal Offices and be in form satisfactory to the Trustee and the Remarketing Agent;

(ii) Shall state (A) the principal amount of the Daily Bond, Two-Day Bond, Weekly Bond or Window Bond to which the notice relates and the CUSIP number of such Daily Bond, Two-Day Bond, Weekly Bond or Window Bond, (B) that the Holder irrevocably demands purchase of such Daily Bond, Two-Day Bond, Weekly Bond or Window Bond or a specified portion thereof in an Authorized Denomination, (C) for any Daily Bond, Two-Day Bond or Weekly Bond, the Purchase Date on which such Daily Bond, Two-Day Bond or Weekly Bond or portion thereof is to be purchased and (D) payment instructions with respect to the Purchase Price; and

(iii) Shall automatically constitute (A) an irrevocable offer to sell the Daily Bond, Two-Day Bond, Weekly Bond or Window Bond (or portion thereof) to which such notice relates on the Purchase Date (which, in the case of Window Bonds, shall be the Purchase Date, if any, designated by the Remarketing Agent pursuant to Section 4.11(a)(iv) hereof (a *"Window Rate Optional Purchase Date"*)), to any purchaser selected by the Remarketing Agent, with respect to the applicable Series 2026 Bonds at a price equal to the Purchase Price, (B) an irrevocable authorization and instruction to the Trustee to effect transfer of such Daily Bond, Two-Day Bond, Weekly Bond or Window Bond (or portion thereof) upon receipt by the Trustee of funds sufficient to pay the Purchase Price on the Purchase Date (subject to Section 4.11(a)(iv) hereof with respect to Window Bonds), (C) an irrevocable authorization and instruction to the Trustee to effect the exchange of the Daily Bond, Two-Day Bond, Weekly Bond or Window Bond be purchased in whole or in part for other Daily Bonds, Two-Day Bonds,

Weekly Bonds or Window Bonds in an equal aggregate principal amount so as to facilitate the sale of such Daily Bond, Two-Day Bond, Weekly Bond or Window Bonds (or portion thereof to be purchased), and (D) an acknowledgment that such Holder will have no further rights with respect to such Daily Bond, Two-Day Bond, Weekly Bond or Window Bond (or portion thereof) upon deposit of an amount equal to the Purchase Price therefor with the Trustee on the Purchase Date, except for the right of such Holder to receive such Purchase Price upon surrender of such Daily Bond, Two-Day Bond, Weekly Bond or Window Bond to the Trustee.

The determination of the Trustee and the Remarketing Agent as to whether a notice of tender has been properly delivered pursuant to the foregoing shall be conclusive and binding upon the Holder. The Trustee or the Remarketing Agent may waive any irregularity or nonconformity in any notice of tender.

(c) The right of Holders to tender Daily Bonds, Two-Day Bonds, Weekly Bonds, Window Bonds or VRO Bonds for purchase pursuant to this Section 4.06 shall terminate upon a Conversion Date with respect to such Daily Bonds, Two-Day Bonds, Weekly Bonds, Window Bonds or VRO Bonds, respectively, to an Interest Rate Mode that is not a Daily Mode, Two-Day Mode, Weekly Mode, Window Mode or VRO Mode, respectively.

(d) Notwithstanding anything to the contrary herein, all Daily Bonds, Two-Day Bonds or Weekly Bonds as to which Electronic Notice specifying the Purchase Date has been delivered pursuant to this Section 4.06 (and which have not been tendered to the Trustee) shall be deemed tendered on the specified Purchase Date. From and after the specified Purchase Date of a Series 2026 Bond or Series 2026 Bonds tendered to the Trustee or deemed tendered pursuant to this Section 4.06, the former Holder of such Series 2026 Bond or Series 2026 Bonds shall be entitled solely to the payment of the Purchase Price of such Series 2026 Bond or Series 2026 Bonds tendered or deemed tendered, which Purchase Price shall be payable only as set forth in Section 4.11(c) hereof.

(e) The Trustee shall promptly return any notice of tender delivered pursuant to Section 4.06(b) hereof (together with the Series 2026 Bonds submitted therewith) that is incomplete or improperly completed or not delivered within the times required by Section 4.06(b) hereof to the Person or Persons submitting such notice and Series 2026 Bonds upon surrender of the receipt, if any, issued therefor.

Section 4.07. Mandatory Tender for Purchase of Bonds. vi) Series 2026 Bonds shall be subject to mandatory tender for purchase by the Trustee at the Purchase Price on the following Mandatory Purchase Dates with respect to such Series 2026 Bonds:

(i) Each Conversion Date for Series 2026 Bonds, as provided in Section 4.08 hereof except Conversions between the Weekly Mode and the Daily Mode, provided, *however,* that if such Conversion Date is already a Mandatory Purchase Date, as specified in Sections 4.07(a)(ii), (iii), (iv), (v), (vi), (vii), (viii) and (ix) hereof, no separate mandatory tender shall occur;

(ii) Each Short-Term Rate Mandatory Purchase Date;

(iii) Each Long-Term Rate Mandatory Purchase Date;

(iv) In connection with a Noticed Termination Date, an Expiration Date of the Credit Facility or the Liquidity Facility in effect with respect to any Series 2026 Bonds, or the delivery of an Alternate Liquidity Facility or an Alternate Credit Facility, on the dates and as provided in Sections 4.09, 4.17, 4.19 and 4.20 hereof, and, (A) during any time in which the Clinic has delivered a Self Liquidity Arrangement for the Series 2026 Bonds as permitted herein, on the effective date of any Liquidity Facility or Credit Facility that is delivered to the Trustee in substitution for such Self Liquidity Arrangement and (B) during any time in which the Series 2026 Bonds are not supported by a Liquidity Facility, a Credit Facility or a Self Liquidity Arrangement, on the effective date of any Liquidity Facility, Credit Facility or Self Liquidity Arrangement that is delivered to the Trustee in support of the Series 2026 Bonds;

(v) Each FRN Rate Mandatory Purchase Date for any FRN Bonds;

(vi) Each Window Rate Mandatory Purchase Date for any Window Bonds, as provided in Section 4.11(b)(iii) hereof;

(vii) Each Clinic Elective Purchase Date for any Daily Bonds, Two-Day Bonds, Weekly Bonds or Window Bonds, as provided in Section 4.07(g) hereof;

(viii) Each VRO Interest Rate Period Remarketing Date as provided in Section 2.11(c)(ii) hereof;

(ix) Each Direct Purchase Rate Mandatory Purchase Date; and

(x) with respect to a Flexible Rate Bond, the first Business Day following the last day of each Flexible Rate Period.

(b) Series 2026 Bonds to be purchased pursuant to Section 4.07(a) hereof shall be delivered by the Holders thereof to the Trustee (together with necessary assignments and endorsements) at or prior to 1:00 p.m., New York City time, on the applicable Purchase Date (*provided, however,* that the Holder of a Direct Purchase Bond subject to Conversion to another Direct Purchase Mode for another Direct Purchase Period shall have the option to retain possession of such Direct Purchase Bond if such Holder is to continue to hold such Direct Purchase Bond for the ensuing Direct Purchase Period).

(c) Any Series 2026 Bonds to be purchased by the Trustee pursuant to this Section 4.07 that are not delivered for purchase on or prior to the Mandatory Purchase Date, for which there has been irrevocably deposited in trust with the Trustee an amount sufficient to pay the Purchase Price of such Series 2026 Bonds, shall be deemed to have been tendered to the Trustee for purchase, and the Holders of such Series 2026 Bonds shall not be entitled to any payment (including any interest to accrue on or after the Mandatory Purchase Date) other than the respective Purchase Prices of such Series 2026 Bonds, and such Series 2026 Bonds shall not be entitled to any benefits of the Indenture, except for payment of

such Purchase Price out of the moneys deposited for such payment as aforesaid, subject, however, to the provisions of Article XI hereof.

(d) In addition to any other requirements set forth in the Indenture (except as otherwise provided in Section 2.11 hereof), notices of mandatory tender of Series 2026 Bonds delivered to Holders shall:

(i) Specify the proposed Mandatory Purchase Date and the event which gives rise to the proposed Mandatory Purchase Date;

(ii) State that such Series 2026 Bonds shall be subject to mandatory tender for purchase on such Mandatory Purchase Date;

(iii) State that Holders may not elect to retain such Series 2026 Bonds subject to mandatory tender;

(iv) State that all such Series 2026 Bonds subject to mandatory tender shall be required to be delivered to the Principal Office of the Trustee at or before 1:00 p.m., New York City time, on the Mandatory Purchase Date;

(v) State that if the Holder of any Bond subject to mandatory tender fails to deliver such Bond to the Trustee for purchase on the Mandatory Purchase Date, and if the Trustee is in receipt of funds sufficient to pay the Purchase Price thereof, such Bond (or portion thereof) shall nevertheless be deemed purchased on the Mandatory Purchase Date and ownership of such Bond (or portion thereof) shall be transferred to the purchaser thereof;

(vi) State that any Holder that fails to deliver any Bond for purchase shall have no further rights thereunder or under the Indenture except the right to receive the Purchase Price thereof upon presentation and surrender of said Bond to the Trustee and that the Trustee will place a stop transfer against the Series 2026 Bonds subject to mandatory tender registered in the name of such Holder(s) on the Bond Register;

(vii) State that if moneys sufficient to effect such purchase shall have been provided through (A) the remarketing of such Series 2026 Bonds by the Remarketing Agent, (B) the Credit Facility, if any, or the Liquidity Facility, if any, or
(C) funds provided by the Clinic (if applicable), all such Series 2026 Bonds shall be purchased;

(viii) In the case of mandatory tender upon any proposed Conversion of Series 2026 Bonds, state that such Conversion and such mandatory tender will not occur in the event of the occurrence of certain events specified in Section 2.15 hereof, and that any such failure to effect the Conversion shall not constitute an Event of Default (unless the Series 2026 Bonds, by their terms are otherwise subject to mandatory tender as described in Section 4.07(a)(i) hereof);

(ix) In the case of mandatory tender as a result of the upcoming Expiration Date of the Credit Facility, if any, or the Liquidity Facility, if any, state that such

mandatory tender will not occur, if, on or prior to the Mandatory Purchase Date, such Expiration Date is extended; and

(x) In the case of a mandatory tender on a VRO Rate Mandatory Purchase Date, contain the information required pursuant to Section 2.11 hereof.

(e) Notice of mandatory tender of Series 2026 Bonds by reason of a proposed Conversion shall be given in accordance with Section 2.15 hereof. Notice of mandatory tender of Series 2026 Bonds by reason of other events described in Section 4.07(a) hereof shall be given by the Trustee (i) to the Holders of the Series 2026 Bonds subject to mandatory tender (at their addresses as they appear on the Bond Register as of the date of such notice) by Electronic Notice, confirmed by first class mail, and (ii) to the Clinic, the Issuer, the Remarketing Agent, the Calculation Agent, if any, the Credit Facility Provider, if any, and the Liquidity Facility Provider, if any, with respect to such Series 2026 Bonds by Electronic Notice not fewer than 10 days prior to the applicable Mandatory Purchase Date (except in the case of a mandatory tender pursuant to Section 4.17 hereof, which notice period shall be as described therein, in the case of a mandatory tender of VRO Bonds pursuant to Section 4.07(a)(viii) hereof, which notice period shall be in accordance with Section 2.11 hereof, and in the case of a Window Rate Mandatory Purchase Date, which notice shall be given in accordance with Section 4.11(b)(iii) hereof). Any notice of mandatory tender pursuant to Section 4.07(g) hereof shall state that the mandatory tender of the Series 2026 Bonds on a Clinic Elective Purchase Date (as defined in Section 4.07(g) hereof) is conditioned upon receipt by the Trustee of sufficient remarketing proceeds to pay the Purchase Price of the Series 2026 Bonds on the Clinic Elective Purchase Date, that any failure to provide such funds shall not constitute an Event of Default, and that the notice of mandatory tender shall be rescinded in the event that sufficient remarketing proceeds are not deposited with the Trustee on such Clinic Elective Purchase Date.

(f) If, following the giving of notice of mandatory tender of Series 2026 Bonds pursuant to Section 4.07(a) hereof, an event occurs which, in accordance with the terms of the Indenture causes such mandatory tender not to occur, then (i) the Trustee shall so notify the Holders of such Series 2026 Bonds (at their addresses as they appear on the Bond Register on the date of such notice), by Electronic Notice, confirmed by first class mail, as soon as may be practicable after the applicable Mandatory Purchase Date, and (ii) the Trustee shall return to their Holders any such Series 2026 Bonds tendered to the Trustee in connection with such mandatory tender of such Series 2026 Bonds.

(g) During any Daily Period, Two-Day Period, Weekly Period or Window Period, the Series 2026 Bonds are subject to mandatory tender for purchase on any Business Day (a *"Clinic Elective Purchase Date"*) designated by the Clinic, with the consent of the Liquidity Facility Provider or the Credit Facility Provider, if any, at the Purchase Price, payable in immediately available funds. Such Clinic Elective Purchase Date shall be a Business Day not earlier than the 10th day following the second Business Day after receipt by the Trustee of such designation. If on a Clinic Elective Purchase Date sufficient remarketing proceeds are not available for the purchase of all Series 2026 Bonds, as applicable, then the Clinic's designation of such Clinic Elective Purchase Date for such Series 2026 Bonds shall be deemed rescinded, the Clinic shall have no obligation to purchase the Series 2026 Bonds

tendered or deemed tendered on such Clinic Elective Purchase Date, and the failed remarketing shall not constitute an Event of Default under the Indenture. The Trustee shall give Electronic Notice of such rescission to the Holders, with a copy to the Clinic, the Issuer, the Remarketing Agent and the Liquidity Facility Provider or the Credit Facility Provider, if any, as soon as practicable and in any event not later than the date of rescission of the proposed Clinic Elective Purchase Date.

Section 4.08. Mandatory Tender for Purchase on Conversion Date, on First Day of Each Interest Rate Mode, or During Direct Purchase Period. vii) Eligible Bonds shall be subject to mandatory tender for purchase on any Conversion Date (except for Conversions between the Weekly Mode and the Daily Mode) or on the first day of each Interest Rate Mode with respect to such Series 2026 Bonds, at the applicable Purchase Price for such Series 2026 Bonds, payable in immediately available funds, or, in the case of a purchase on the first day of an Interest Rate Mode or Conversion Date which is preceded by a Long-Term Interest Rate Period and which commences prior to the day originally established as the last day of such preceding Long-Term Interest Rate Period, at a Purchase Price equal to the optional Redemption Price set forth in Section 4.01(g) hereof which would have been applicable to such Series 2026 Bonds if the Series 2026 Bonds were redeemed on such Conversion Date, plus accrued interest, if any.

The Purchase Price of any Bond so purchased shall be payable only upon surrender of such Bond to the Trustee at its Principal Office at or prior to 10:00 a.m., New York City time, on the date specified for such delivery in this paragraph or in the notice provided pursuant to Section 2.15 hereof.

(a) The Direct Purchase Bonds shall be subject to mandatory tender for purchase (i) on each Direct Purchase Rate Mandatory Purchase Date, and (ii) during any Direct Purchase Period, on the date which is the fifth (5th) Business Day following receipt of notice given to the Clinic and the Trustee from the Direct Purchaser that an event of default under the Bondholder Agreement has occurred and is continuing and directing a mandatory tender of the Direct Purchase Bonds.

Section 4.09. Mandatory Tender Upon Termination or Expiration of Liquidity Facility or Credit Facility. If a Liquidity Facility or Credit Facility has been delivered to the Trustee in accordance with the provisions of the Loan Agreement, the Series 2026 Bonds secured by such Liquidity Facility or Credit Facility shall be subject to mandatory tender for purchase prior to the Noticed Termination Date or the Expiration Date, as applicable, for such Liquidity Facility or Credit Facility, on the dates determined pursuant to Section 4.17 hereof and as more particularly set forth in Section 4.17 hereof, at the Purchase Price, payable in immediately available funds. The Purchase Price of any Bond so purchased shall be payable only upon surrender of such Bond to the Trustee at its Principal Office, accompanied by an instrument of transfer thereof, in form satisfactory to the Trustee, executed in blank by the Holder thereof or by the Holder's duly authorized attorney, at or prior to 10:00 a.m., New York City time, on the date specified for such delivery in a notice provided to the Holders by the Trustee. Any drawing upon a Liquidity Facility or Credit Facility to pay the Purchase Price of Series 2026 Bonds subject to mandatory tender in connection with the delivery of an Alternate Credit Facility or an Alternate Liquidity Facility shall be made upon the existing Credit Facility or Liquidity Facility and not upon the Alternate Credit Facility or Alternate Liquidity Facility.

Section 4.10. General Provisions Relating to Tenders.

(a) *Creation of Bond Purchase Fund*. (1) There shall be created and established hereunder with the Trustee a fund to be designated the *"Mayo Clinic – Bond Purchase Fund – Series 2026C"* to be held in trust only for the benefit of the Holders of tendered Series 2026 Bonds who shall thereafter be restricted exclusively to the moneys held in such fund for the satisfaction of any claim for the Purchase Price of such tendered Series 2026 Bonds. Neither the Clinic nor the Issuer shall have any right, title or interest in any of the funds held on deposit in the Remarketing Proceeds Account, the Liquidity Facility Account, the Credit Facility Account or the Undelivered Bond Payment Account nor any remarketing proceeds held for any period of time by the Remarketing Agent.

(i) There shall be created and designated the following accounts within the Bond Purchase Fund: the "*Remarketing Proceeds Account*," the "*Liquidity Facility Account*," the "*Credit Facility Account*," the "*Clinic Purchase Account*," and the *"Undelivered Bond Payment Account,"* and within each such account, a sub-account for each Series of Series 2026 Bonds if and as may be applicable. Moneys paid to the Trustee for the purchase of tendered or deemed tendered Series 2026 Bonds received from (A) the Remarketing Agent shall be deposited in the Remarketing Proceeds Account (and any sub-account for any such Series) in accordance with the provisions of Section 4.10(d)(i) hereof, (B) payments pursuant to a Liquidity Facility, if any, shall be deposited in the Liquidity Facility Account (and any sub-account for any such Series) in accordance with the provisions of Section 4.10(d)(ii) hereof, (C) payments pursuant to a Credit Facility, if any, shall be deposited in the Credit Facility Account (and the sub-account for any such Series) in accordance with the provisions of Section 4.10(d)(ii) hereof, and (D) the Clinic (but only when and if the Clinic is obligated to provide such funds or otherwise elects to provide such funds) shall be deposited in the Clinic Purchase Account (and any sub-account for any such Series) in accordance with the provisions of Section 4.10(d)(iii) hereof. Moneys provided from payments made under a Liquidity Facility, if any, or Credit Facility, if any, not required to be used in

connection with the purchase of tendered Series 2026 Bonds shall be returned to the applicable Liquidity Facility Provider or Credit Facility Provider in accordance with Sections 4.10(d) and (e) hereof. Moneys provided by the Clinic not required to be used in connection with the purchase of tendered Series 2026 Bonds shall be returned to the Clinic in accordance with Sections 4.10(d) and (e) hereof.

(ii) Moneys in the Liquidity Facility Account, the Credit Facility Account, the Clinic Purchase Account, the Undelivered Bond Payment Account, and the Remarketing Proceeds Account shall not be commingled with other funds held by the Trustee and shall remain uninvested in an Eligible Account and without liability for interest on the part of the Trustee. Neither the Issuer nor the Clinic shall have any right, title or interest in or to any moneys held in the Bond Purchase Fund, including any of the accounts and subaccounts therein, subject to the provisions of the last sentence of clause (ii) above. In the event that an account required to be an Eligible Account no longer complies with such requirement, the Trustee should promptly upon having received notice of such event (and in any case, within not more than thirty (30) calendar days) move such account to another financial institution such that the Eligible Account requirement will again be satisfied.

(iii) At no time shall the Trustee draw on a Liquidity Facility or Credit Facility (A) with respect to any Series 2026 Bonds operating in an Interest Rate Mode not covered by such Liquidity Facility or Credit Facility or (B) to the pay the Purchase Price of any Series 2026 Bonds that are not Eligible Bonds.

(b) *Deposit of Bonds*. The Trustee agrees to hold all Series 2026 Bonds delivered to it pursuant to Sections 4.06, 4.07, 4.08 and 4.09 hereof in trust for the benefit of the respective Holders which shall have so delivered such Series 2026 Bonds until moneys representing the Purchase Price of such Series 2026 Bonds have been delivered to such Holder in accordance with the provisions of the Indenture and until such Series 2026 Bonds shall have been delivered by the Trustee in accordance with Section 4.10(f) hereof.

(c) *Remarketing of Series 2026 Bonds*.

(i) Immediately upon its receipt, but not later than 11:30 a.m., New York City time, on the Purchase Date with respect to a notice pursuant to Section 4.06(a) hereof with respect to Daily Bonds, not later than 1:15 p.m. New York City time, on the Business Day following receipt from a Holder of a notice pursuant to Section 4.06(a) hereof with respect to Two-Day Bonds, and not later than 12:00 noon, New York City time, on the Business Day following receipt from a Holder of a notice pursuant to Section 4.06(a) hereof with respect to Weekly Bonds, the Trustee shall notify the Remarketing Agent, the Liquidity Facility Provider, if any, the Credit Facility Provider, if any, and the Clinic by Electronic Notice of such receipt, specifying the principal amount of Series 2026 Bonds for which it has received a notice pursuant to Section 4.06(a) hereof, the names of the Holders thereof and the date on which such Series 2026 Bonds are to be purchased in accordance with Section 4.06 hereof.

(ii) As soon as practicable, but in no event later than 10:15 a.m., New York City time, on the Purchase Date in the case of Weekly Bonds to be purchased pursuant to Section 4.06(a) hereof, and in no event later than 11:30 a.m., New York City time, on the Purchase Date in the case of Daily Bonds or Two-Day Bonds to be purchased pursuant to Section 4.06(a) hereof, and in no event later than 10:15 a.m., New York City time, on the Purchase Date in the case of Series 2026 Bonds to be purchased pursuant to Sections 4.07(a)(ii), (iii), (v), (vi), (vii), (viii), (ix) and (x) hereof and in no event later than 4:00 p.m., New York City time, on the last Business Day prior to the Mandatory Purchase Date in the case of Series 2026 Bonds to be purchased pursuant to Sections 4.08 or 4.09 hereof, the Remarketing Agent shall inform the Trustee by telephone, promptly confirmed in writing, of the principal amount of Purchased Bonds for which the Remarketing Agent has identified prospective purchasers and of the name, and if known to the Remarketing Agent, address and taxpayer identification number of each such purchaser, the principal amount of Purchased Bonds to be purchased and the Authorized Denominations in which such Purchased Bonds are to be delivered. Upon receipt from the Remarketing Agent of such information, the Trustee shall prepare Purchased Bonds in accordance with such information received from the Remarketing Agent for the registration of transfer and redelivery to the Remarketing Agent.

(iii) By 10:30 a.m., New York City time, on the Mandatory Purchase Date in the case of Series 2026 Bonds to be purchased pursuant to Sections 4.07(a)(ii), (iii), (v), (vi), (vii), (viii), (ix) and (x) hereof, by 10:30 a.m., New York City time, on the Purchase Date in the case of Weekly Bonds to be purchased pursuant to Section 4.06(a) hereof, or any Series 2026 Bonds to be purchased pursuant to Sections 4.08 or 4.09 hereof, and by 11:30 a.m., New York City time, on the Purchase Date in the case of Daily Bonds or Two-Day Bonds to be purchased pursuant to Section 4.06(a) hereof, the Trustee shall notify the Liquidity Facility Provider, if any, the Credit Facility Provider, if any, the Direct Purchaser, if any, and the Clinic by telephone, promptly confirmed in writing, as to the aggregate Purchase Price of the Purchased Bonds and as to the projected Funding Amount.

The term *"Funding Amount"* means an amount equal to the difference between (1) the total Purchase Price of those Purchased Bonds to be purchased pursuant to Sections 4.06(a), 4.07(a)(ii), (iii), (v), (vi), (vii), (viii), (ix) and (x), 4.08 and 4.09 hereof, and (2) the Purchase Price of those Purchased Bonds to be purchased pursuant to Sections 4.06(a), 4.07(a)(ii), (iii), (v), (vi), (vii), (viii) and (ix), 4.08 or 4.09 hereof with respect to which the Remarketing Agent expects to transfer, or to cause to be transferred, in immediately available funds to the Trustee by 10:30 a.m., New York City time, on the Purchase Date in the case of the Weekly Bonds purchased pursuant to Section 4.06(a) hereof, or any Series 2026 Bonds to be purchased pursuant to Sections 4.08 and
4.09 hereof, and by 11:45 a.m., New York City time, on the Purchase Date in the case of Daily Bonds or Two-Day Bonds purchased pursuant to Section 4.06(a) hereof, and by 10:30 a.m., New York City time, on the Mandatory Purchase Date in the case of the Series 2026 Bonds purchased pursuant to Section 407(a)(ii), (iii), (v), (vi), (vii), (viii), (ix) and (x) hereof for deposit in the Remarketing Proceeds Account pursuant to Section 4.10(d) hereof.

(iv) Any Purchased Bonds which are subject to mandatory tender for purchase in accordance with Sections 4.07, 4.08 or 4.09 hereof which are not presented to the Trustee on the Mandatory Purchase Date and any Purchased Bonds which are the subject of a notice pursuant to Section 4.06 hereof which are not presented to the Trustee on the Purchase Date, shall, in accordance with the provisions of Section 4.07 hereof, be deemed to have been purchased upon the deposit of moneys equal to the Purchase Price thereof into any or all of the accounts of the Bond Purchase Fund.

(d) *Deposits of Funds*.

(i) The Trustee shall deposit into the Remarketing Proceeds Account any amounts received by it in immediately available funds by 10:30 a.m., New York City time, on any Purchase Date in the case of Weekly Bonds to be purchased pursuant to Section 4.06(a) hereof, or any Series 2026 Bonds to be purchased pursuant to Sections 4.08 and 4.09 hereof, and by 11:45 a.m., New York City time, on the Purchase Date in the case of Daily Bonds or Two-Day Bonds to be purchased pursuant to Section 4.06(a) hereof, and by 10:30 a.m., New York City time, on any Purchase Date in the case of Series 2026 Bonds purchased pursuant to Sections 4.07(a)(ii), (iii), (v), (vi), (vii), (viii), (ix) and (x) hereof from the Remarketing Agent against receipt of Series 2026 Bonds by the Remarketing Agent pursuant to Section 4.10(f) hereof and on account of Purchased Bonds remarketed pursuant to the terms of the Remarketing Agreement.

(ii) By 10:45 a.m., New York City time, on the Purchase Date in the case of Series 2026 Bonds purchased pursuant to Sections 4.07(a)(ii), (iii), (v), (vi), (vii), (viii), (ix) and (x) hereof, and by 10:45 a.m., New York City time, on the Purchase Date (or such other time as may be required to ensure the payment of funds by the Liquidity Facility Provider or the Credit Facility Provider, as applicable, on the Purchase Date in accordance with the terms of the Liquidity Facility or the Credit Facility, as applicable) in the case of Weekly Bonds to be purchased pursuant to Section 4.06(a) hereof or any Series 2026 Bonds to be purchased pursuant to Sections 4.08 and 4.09 hereof, and by 11:45 a.m., New York City time, on the Purchase Date with respect to Daily Bonds or Two-Day Bonds to be purchased pursuant to Section 4.06(a) hereof, the Trustee shall notify the Liquidity Facility Provider, if any, the Credit Facility Provider, if any, and the Direct Purchaser, if any, for the Purchased Bonds and the Clinic by Electronic Notice of the additional amount of funds, if any, required to be transferred to the Trustee (the *"Additional Funding Amount"*) which shall be the amount, if any, by which the total Purchase Price of the Purchased Bonds exceeds the sum of the amounts then on deposit in the Remarketing Proceeds Account. If a Liquidity Facility or Credit Facility is in effect with respect to the Purchased Bonds, the Trustee shall, at or before (A) 11:00 a.m., New York City time, on the Purchase Date (or such other time as may be required to ensure the payment of funds by the Liquidity Facility Provider or the Credit Facility Provider, as applicable, on the Purchase Date in accordance with the terms of the Liquidity Facility or the Credit Facility, as applicable) with respect to Weekly Bonds to be purchased pursuant to Sections 4.06(a) hereof, or any Series 2026 Bonds to be purchased pursuant to Sections 4.08 and 4.09 hereof; (B) 12:00 noon, New York City time, on the Purchase Date with respect to Daily Bonds or Two-Day Bonds to be

purchased pursuant to Section 4.06(a) hereof; and (C) 11:00 a.m., New York City time, on the Purchase Date with respect to Series 2026 Bonds to be purchased pursuant to Sections 4.07(a)(ii), (iii), (v), (vi), (vii), (viii), (ix) and (x) hereof, present drafts for payment under the Liquidity Facility or Credit Facility, as may be applicable, in an amount equal to the Additional Funding Amount. The Liquidity Facility Provider or the Credit Facility Provider, as may be applicable, shall be required to provide such Additional Funding Amount, in immediately available funds, to the Trustee no later than (1) 2:30 p.m., New York City time, on the Purchase Date with respect to Weekly Bonds to be purchased pursuant to Section 4.06(a) hereof or any Series 2026 Bonds to be purchased pursuant to Sections 4.08 and 4.09 hereof, and (2) 2:30 p.m., New York City time, on the Purchase Date with respect to Daily Bonds or Two-Day Bonds to be purchased pursuant to Section 4.06(a) hereof and Series 2026 Bonds to be purchased pursuant to Sections 4.07(a)(ii), (iii), (v), (vi), (vii), (viii), (ix) and (x) hereof. The Trustee shall deposit such amounts in the Liquidity Facility Account or Credit Facility Account, as applicable, depending on the source of such amounts. If more than one Liquidity Facility or Credit Facility is then in effect, the Trustee shall establish a separate subaccount in the Liquidity Facility Account or Credit Facility Account, as applicable, for each Liquidity Facility or Credit Facility and apply the moneys in such subaccounts solely to pay the Purchase Price of Purchased Bonds secured by such Liquidity Facility or Credit Facility.

(iii) The Clinic has agreed in Section 5 of Amendment No. 30 to pay to the Trustee in immediately available funds, the Funding Amount by 2:45 p.m., New York City time, other than with respect to the payment of the Purchase Price due and owing relating to the following dates or events: (A) a Window Rate Optional Purchase Date; (B) in connection with a VRO Interest Rate Period Failed Remarketing Event; (C) a Clinic Elective Purchase Date; (D) an FRN Rate Soft Put Mandatory Purchase Date; (E) a Conversion from Series 2026 Bonds operating in the Fixed Period; and (F) a date upon which a Liquidity Facility Provider has failed to honor a properly conforming draw to pay Purchase Price of the Series 2026 Bonds supported by the Liquidity Facility provided by such Liquidity Facility Provider (provided that for purposes of this clause (F), Liquidity Facility shall not include any Credit Facility). The Trustee shall deposit any such amounts received from or provided by the Clinic into the Clinic Purchase Account., *provided, however,* that in the event the Series 2026 Bonds are secured by a Credit Facility constituting a direct-pay letter of credit and the Credit Facility Provider fails to honor a properly presented and conforming drawing under the Credit Facility to pay the Purchase Price of tendered Series 2026 Bonds in connection with a Purchase Date, the Clinic shall pay the Trustee the Funding Amount required to pay the Purchase Price of the tendered Series 2026 Bonds with respect to which the failure occurred not later than 2:00 p.m., New York City time, on the second succeeding Business Day after which such tendered Series 2026 Bonds were required to be purchased and the Trustee shall not be required to pay the Purchase Price of such tendered Series 2026 Bonds until 2:30 p.m., New York City time, on such second succeeding Business Day.

(iv) The Trustee shall hold all proceeds received from the Remarketing Agent, the Liquidity Facility Provider, if any, the Credit Facility Provider, if any, or the Clinic

pursuant to this Section 4.10(d) in trust for the tendering Bondholders. In holding such proceeds and moneys, the Trustee will be acting on behalf of such Bondholders by facilitating purchases of the Series 2026 Bonds and not on behalf of the Issuer, any Liquidity Facility Provider, any Credit Facility Provider, or the Clinic, and will not be subject to the control of any of them. Subject to the provisions of Section 4.10(e) hereof, following the discharge of the lien created by the Indenture or after payment in full of the Series 2026 Bonds, the Trustee shall pay any moneys remaining in any account of the Bond Purchase Fund directly to the Persons for whom such money is held upon presentation of evidence reasonably satisfactory to the Trustee that such Person is rightfully entitled to such money, and the Trustee shall not pay such amounts to any other Person.

(e) *Disbursements; Payment of Purchase Price*. Moneys delivered to the Trustee on a Purchase Date shall be applied at or before 3:00 p.m., New York City time, on such Purchase Date (or on a later date as provided in Section 4.10(d)(iii) in the event the Credit Facility Provider fails to honor a properly presented and conforming drawing under the Credit Facility to pay the Purchase Price of tendered Series 2026 Bonds in connection with a Purchase Date) to pay the Purchase Price of Purchased Bonds that are delivered to the Trustee at or prior to 1:00 p.m., New York City time, on such Purchase Date in accordance with Section 4.07(b) hereof, in immediately available funds, as follows in the indicated order of application and, to the extent not so applied, shall be held in the separate and segregated accounts of the Bond Purchase Fund for the benefit of the Holders of the Purchased Bonds which were to have been purchased:

FIRST: Moneys deposited in the Remarketing Proceeds Account of the Bond Purchase Fund with respect to the Series 2026 Bonds (representing the proceeds of the remarketing by the Remarketing Agent with respect to the Series 2026 Bonds).

SECOND: Moneys, if any, deposited in the Liquidity Facility Account or the Credit Facility Account, as applicable, of the Bond Purchase Fund with respect to the Series 2026 Bonds (representing the proceeds of a drawing under such Liquidity Facility or Credit Facility).

THIRD: Moneys, if any, deposited in the Clinic Purchase Account of the Bond Purchase Fund with respect to the Series 2026 Bonds (representing amounts paid by the Clinic to the Trustee for the purchase of such Series 2026 Bonds).

Any moneys held by the Trustee in the Clinic Purchase Account remaining unclaimed by the Holders of the Purchased Bonds which were to have been purchased for three (3) years after the respective Purchase Date for such Series 2026 Bonds shall be paid, after all amounts due and owing under the Bondholder Agreement, if any, have been paid, upon the written request of the Clinic, to the Clinic, against written receipt therefor. The Holders of Purchased Bonds who have not yet claimed money in respect of such Series 2026 Bonds shall thereafter be entitled to look only to the Trustee, to the extent it shall hold moneys on deposit in the Bond Purchase Fund, or to the Clinic, to the extent moneys have been transferred in accordance with this Section 4.10.

(f) *Delivery of Purchased Bonds*.

(i) The Remarketing Agent shall give Electronic Notice, promptly confirmed in writing, to the Trustee on each date on which Series 2026 Bonds shall have been purchased pursuant to Sections 4.06, 4.07, 4.08 and 4.09 hereof, specifying the principal amount of such Series 2026 Bonds, if any, sold by the Remarketing Agent pursuant to Section 4.13(a) hereof along with a list of such purchasers showing the names and Authorized Denominations in which such Series 2026 Bonds shall be registered, and, if known to the Remarketing Agent, the addresses and social security or taxpayer identification numbers of such purchasers. By 10:30 a.m., New York City time, on any Purchase Date in the case of Weekly Bonds to be purchased pursuant to Section 4.06(a) hereof or any Bond to be purchased pursuant to Sections 4.08 and 4.09 hereof, and by 12:00 noon, New York City time, on any Purchase Date with respect to Daily Bonds or Two-Day Bonds to be purchased pursuant to Section 4.06(a) hereof, and by 10:30 a.m., New York City time, on the Purchase Date in the case of Series 2026 Bonds to be purchased pursuant to Sections 4.07(a)(ii), (iii), (v), (vi), (vii), (viii), (ix) and (x) hereof, a principal amount of Series 2026 Bonds equal to the amount of Purchased Bonds purchased with moneys from the Remarketing Proceeds Account shall be made available by the Trustee to the Remarketing Agent against payment therefor in immediately available funds. The Trustee shall prepare each Bond to be so delivered in such names as directed by the Remarketing Agent pursuant to Section 4.10(c)(ii) hereof.

(ii) A principal amount of Series 2026 Bonds equal to the amount of Purchased Bonds purchased from moneys on deposit in the Liquidity Facility Account, if any, or the Credit Facility Account, if any, shall be delivered on the day of purchase by the Trustee to or as directed by the Liquidity Facility Provider or the Credit Facility Provider, as applicable. The Trustee shall register such Series 2026 Bonds in the name of the Liquidity Facility Provider or the Credit Facility Provider, as applicable, or as otherwise provided in the Liquidity Facility or the Credit Facility Agreement.

(iii) A principal amount of Series 2026 Bonds equal to the amount of Purchased Bonds purchased from moneys on deposit in the Clinic Purchase Account, if any, shall be delivered on the day of such purchase by the Trustee to or as directed by the Clinic. The Trustee shall register such Series 2026 Bonds in the name of the Clinic or as otherwise directed by the Clinic.

Section 4.11. Notice of Tender. viii) Upon: receipt of any Electronic Notice or written notice of tender relating to Series 2026 Bonds bearing interest at a Daily Rate pursuant to Section 4.06(a)(i) hereof, the Trustee shall notify the Clinic, the Remarketing Agent, the Credit Facility Provider, if any, and the Liquidity Facility Provider, if any, by telephonic notice of the amount of such Series 2026 Bonds to be tendered pursuant to such notice and the Trustee shall confirm such telephonic notice by Electronic Notice by 11:15 a.m., New York City time, on the Purchase Date, including in such telephonic notice and the confirmation thereof the amount of the Purchase Price of such Series 2026 Bonds and the portion, if any, thereof representing accrued and unpaid interest on such Series 2026 Bonds to the Purchase Date;

(i) Receipt of any Electronic Notice or written notice of tender relating to Series 2026 Bonds bearing interest at a Two-Day Rate pursuant to Section 4.06(a)(ii) hereof, the Trustee shall, not later than 1:15 p.m., New York City time, on the next Business Day, send notice of such tender to the Clinic, the Remarketing Agent, the Credit Facility Provider, if any, and the Liquidity Facility Provider, if any, by Electronic Notice, including in such notice the amount of the Purchase Price of such Series 2026 Bonds and the portion, if any, thereof representing accrued and unpaid interest on such Series 2026 Bonds to the Purchase Date;

(ii) Receipt of any Electronic Notice or written notice of tender relating to Series 2026 Bonds bearing interest at a Weekly Rate pursuant to Section 4.06(a)(iii) hereof, the Trustee shall, not later than 12:00 noon, New York City time, on the next Business Day, send notice of such tender to the Clinic, the Remarketing Agent, the Credit Facility Provider, if any, and the Liquidity Facility Provider, if any, by Electronic Notice, including in such notice the amount of the Purchase Price of such Series 2026 Bonds and the portion, if any, thereof representing accrued and unpaid interest on such Series 2026 Bonds to the Purchase Date;

(iii) Receipt of any Electronic Notice or written notice of tender relating to Series 2026 Bonds bearing interest at a Window Rate pursuant to Section 4.06(a)(iv) hereof, the Trustee shall, not later than 12:00 noon, New York City time, on the next Business Day, send notice of such tender to the Clinic, the Remarketing Agent, the Credit Facility Provider, if any, and the Liquidity Facility Provider, if any, by Electronic Notice, including in such notice the amount of the Purchase Price of such Series 2026 Bonds and the portion, if any, thereof representing accrued and unpaid interest on such Series 2026 Bonds to the Window Rate Optional Purchase Date. The Trustee shall give notice of such optional tender, including the principal amount of Series 2026 Bonds to be purchased (but not the name of the tendering Bondholder), by first class mail to the Holders not less than the second Business Day after receipt of a notice of optional tender by the Trustee pursuant to this paragraph. If the Remarketing Agent identifies a purchaser for a Window Bond for which a notice of tender has been given during the period beginning on the Business Day such notice of tender is received by the Remarketing Agent and ending on the 30th day (or, if the 30th day is not a Business Day, the next succeeding Business Day) after such notice of tender is received by the Remarketing Agent (a *"Remarketing Window"*), the Remarketing Agent shall give Electronic Notice to the tendering Holder, the Clinic, the Trustee and the Issuer that a purchaser has been identified. Such notice shall designate the Window Rate Optional Purchase Date for such Bond, which shall be the earlier of (A) the last day of the Remarketing Window or (B) any Business Day that is at least seven days after such notice is received by the tendering Holder. The Trustee shall purchase such Bond pursuant to Section 4.11(c) hereof on the Window Rate Optional Purchase Date at the

Purchase Price, but only with remarketing proceeds or with any other amounts made available by the Clinic, in its sole discretion. If sufficient remarketing proceeds are not available for the purchase of such Bond on the Window Rate Optional Purchase Date, and amounts are not made available by the Clinic, in its sole discretion, for the purchase of such Bond on the Window Rate Optional Purchase Date, then the Remarketing Agent's designation of a Window Rate Optional Purchase Date for such Bond shall be deemed to be rescinded, such Bond shall not be tendered or deemed tendered or required to be purchased on such date and no Event of Default shall occur. The Remarketing Agent shall give Electronic Notice of such rescission to the tendering Holder, the Trustee, the Issuer and the Clinic as soon as practicable and in any event not later than the next succeeding Business Day.

Simultaneously with the giving (pursuant to Section 4.07(e) hereof) of notice of any mandatory tender of Series 2026 Bonds pursuant to Section 4.07(a) hereof, the Trustee shall give Electronic Notice, promptly confirmed by a written notice, to the Clinic, the Remarketing Agent, the Credit Facility Provider, if any, and the Liquidity Facility Provider, if any, specifying the applicable Mandatory Purchase Date, the aggregate principal amount and Purchase Price of Series 2026 Bonds subject to mandatory tender on such Mandatory Purchase Date, and the portion, if any, of such Purchase Price representing accrued and unpaid interest on such Series 2026 Bonds to such Mandatory Purchase Date.

(b) On each Purchase Date, the Trustee shall determine the amount, if any, by which the Purchase Price of the Series 2026 Bonds to be purchased on such Purchase Date exceeds the amount of the proceeds of the remarketing of such Series 2026 Bonds by the Remarketing Agent that are on deposit in the Remarketing Proceeds Account of the Bond Purchase Fund with respect to the Series 2026 Bonds at the times required by Section 4.10(d)(ii) hereof; and

(i) If a Liquidity Facility is in effect with respect to the Series 2026 Bonds on such Purchase Date, then (a) the Trustee shall draw upon the Liquidity Facility at the times required by Section 4.10(d)(ii) hereof moneys for the purchase of Series 2026 Bonds in the amount that the Purchase Price exceeds the amount of remarketing proceeds that are on deposit in the Remarketing Proceeds Account (by submitting to such Liquidity Facility Provider in accordance with such Liquidity Facility all such documents as are required for such purpose), and (b) the Trustee shall deposit the proceeds of such drawing upon the Liquidity Facility received by the Trustee from the Liquidity Facility Provider into the Liquidity Facility Account of the Bond Purchase Fund with respect to the Series 2026 Bonds (for purposes of this paragraph (i), if the Credit Facility, if any, is also serving as a Liquidity Facility, references in this paragraph to Liquidity Facility shall be deemed to refer to Credit Facility) on the Purchase Date at the times required by Section 4.10(d)(ii) hereof; or

(ii) If the Clinic is obligated under the Loan Agreement or the terms of the Indenture to provide the Purchase Price therefor, or the Clinic otherwise elects in its sole discretion to provide the Purchase Price therefor, then (A) the Trustee shall notify the Clinic at the times required by Section 4.10(d)(ii) hereof that the amount of such excess is the amount payable by the Clinic to the Trustee not later than 2:00 p.m., New York City time, on such Purchase Date for purposes of causing the Trustee to purchase, on behalf of the Clinic, Series 2026 Bonds having a Purchase Price equal to such excess (and, thereby, for the Trustee to have sufficient

funds to pay the Purchase Price of all Series 2026 Bonds subject to purchase on such Purchase Date), and (B) not later than 2:30 p.m., New York City time, on such Purchase Date, the Trustee shall deposit the amount received by the Trustee from the Clinic for such purpose into the Clinic Purchase Account of the Bond Purchase Fund with respect to the Series 2026 Bonds, provided, *however*, that in the event the Credit Facility Provider fails to honor a properly presented and conforming drawing under the Credit Facility to pay the Purchase Price of tendered Series 2026 Bonds in connection with a Purchase Date, the Trustee shall immediately notify the Clinic of such failure of the Credit Facility Provider, the Funding Amount required to pay the Purchase Price of the tendered Series 2026 Bonds with respect to which the failure occurred shall be deposited with the Trustee by the Clinic not later than 2:00 p.m., New York City time, on the second succeeding Business Day after which such tendered Series 2026 Bonds were required to be purchased, and the Trustee shall not be required to deposit such amounts into the Clinic Purchase Account to pay the Purchase Price of such tendered Series 2026 Bonds until 2:30 p.m., New York City time, on such second succeeding Business Day.

(iii) Notwithstanding anything to the contrary contained herein, if by 10:30 a.m., New York City time, on a Window Rate Optional Purchase Date, the Remarketing Agent despite its best efforts has been unable to remarket the Series 2026 Bonds to be purchased on such Window Rate Optional Purchase Date at par and the Clinic, in its sole discretion, has not provided amounts for the purchase of such Series 2026 Bonds on the Window Rate Optional Purchase Date: (A) the Remarketing Agent shall deliver Electronic Notice to the Trustee, the Calculation Agent, the Clinic, and the Issuer by 10:45 a.m., New York City time, that such Window Rate Optional Purchase Date is deemed rescinded and that such failure shall not constitute an Event of Default and shall include in such notice the principal amount of such Series 2026 Bonds that will not be purchased on such Purchase Date; and (B) the Trustee shall promptly provide written notice to each Rating Agency of such rescission. If for any reason a Bond for which a notice of tender for purchase pursuant to Section 4.06(a)(iv) hereof has been delivered is not purchased by the last day of the applicable Remarketing Window, then (1) all such Series 2026 Bonds bearing interest at a Window Rate shall be subject to mandatory tender for purchase on the last day of the Mandatory Purchase Window (or, if the last day is not a Business Day, the next succeeding Business Day) after such notice is received by the Remarketing Agent (a *"Window Rate Mandatory Purchase Date"*) at the Purchase Price, payable in immediately available funds, and (2) the Remarketing Agent shall give notice of such Window Rate Mandatory Purchase Date to the Trustee by Electronic Notice no later than the second Business Day after the end of the applicable Remarketing Window. The Trustee shall give Electronic Notice of the Window Rate Mandatory Purchase Date to the Holders of the Series 2026 Bonds, the Clinic, the Issuer, and the Liquidity Facility Provider, if any, and the Credit Facility Provider, if any, not later than the second Business Day after receiving notice of such Window Rate Mandatory Purchase Date from the Remarketing Agent. The failure to pay the Purchase Price of all tendered Window Bonds when due and payable on a Window Rate Mandatory Purchase Date shall constitute an Event of Default. Notwithstanding the foregoing provisions of this paragraph, the Series 2026 Bonds shall not be subject to mandatory tender for purchase on a Window Rate Mandatory Purchase Date if they are otherwise subject to mandatory tender for purchase pursuant to Section 4.07 hereof after the last day of the Remarketing Window and before such Window Rate Mandatory Purchase Date.

(c) Not later than 3:00 p.m., New York City time, on each Purchase Date, the Trustee shall disburse the Purchase Price of Series 2026 Bonds to be purchased on such Purchase Date to the Holders thereof (upon surrender thereof for payment of such Purchase Price), from the sources and in the order of priority set forth in Section 4.10(e) hereof. Any moneys remaining in the Remarketing Proceeds Account, the Liquidity Facility Account, the Credit Facility Account, or the Clinic Purchase Account of the Bond Purchase Fund with respect to the Series 2026 Bonds and representing (but not exceeding) the Purchase Price of Series 2026 Bonds subject to purchase on the applicable Purchase Date but not tendered and delivered for purchase on the applicable Purchase Date (following the payments from such Bond Purchase Fund described in Sections 4.10(e) and 4.11(c) hereof), shall be transferred by the Trustee to the Undelivered Bond Payment Account of such Bond Purchase Fund not later than 3:30 p.m., New York City time, on the applicable Purchase Date (and retained therein, subject to this Section 4.11, for application in accordance with Section 4.11(e) hereof). Any moneys remaining in the Remarketing Proceeds Account, the Liquidity Facility Account, the Credit Facility Account, and the Clinic Purchase Account of the Bond Purchase Fund with respect to the Series 2026 Bonds on the applicable Purchase Date (after the payments from such Bond Purchase Fund described in Sections 4.10(e) and 4.11(c) hereof and the transfer described in the preceding sentence of this Section 4.11(d)) shall be wire transferred by the Trustee, in immediately available funds, prior to the close of business on such Purchase Date, to the Remarketing Agent, the Liquidity Facility Provider, if any, the Credit Facility Provider, if any, and the Clinic, respectively.

(e) Moneys transferred to the Undelivered Bond Payment Account of the Bond Purchase Fund with respect to the Series 2026 Bonds on any Purchase Date shall be applied, on or after such Purchase Date, by the Trustee to pay the Purchase Price of Undelivered Bonds in respect of which they were so transferred, upon the surrender of such Series 2026 Bonds to the Trustee for such purpose.

Section 4.12. Irrevocable Notice Deemed to be Tender of Bond; Undelivered Bonds. ix) The giving of notice by a Holder of a Bond as provided in Section 4.06(a) hereof shall constitute the irrevocable tender for purchase of each such Bond with respect to which such notice shall have been given, regardless of whether such Bond is delivered to the Trustee for purchase on the relevant Purchase Date as provided in this Article IV.

(a) The Trustee may refuse to accept delivery of any such Series 2026 Bonds for which a proper instrument of transfer has not been provided; such refusal, however, shall not affect the validity of the purchase of such Bond as herein described. For purposes of this Article IV, the Trustee shall determine timely and proper delivery of such Series 2026 Bonds and the proper endorsement of such Series 2026 Bonds. Such determination shall be binding on the Holders of such Series 2026 Bonds, the Clinic and the Remarketing Agent, absent manifest error. If any Holder of a Bond who shall have given notice of tender of purchase pursuant to Section 4.06(a) hereof or any Holder of a Bond subject to mandatory tender for purchase pursuant to Sections 4.07, 4.08 or 4.09 hereof shall fail to deliver such Bond to the Trustee at the place and on the applicable Purchase Date and at the time specified in its notice or in the notice provided to the Holder, as applicable, or shall fail to deliver such Bond properly endorsed, such Bond shall constitute an Undelivered Bond. If funds in the amount of the Purchase Price of the Undelivered Bond are available for payment to the Holder thereof on the

Purchase Date and at the time specified, from and after the Purchase Date and time of that required delivery, (1) the Undelivered Bond shall be deemed to be purchased and shall no longer be deemed to be Outstanding under the Indenture; (2) interest shall no longer accrue thereon; and (3) funds in the amount of the Purchase Price of the Undelivered Bond shall be held by the Trustee in the Undelivered Bond Payment Account for the benefit of the Holder thereof (*provided* that the Holder shall have no right to any investment earnings thereon), to be paid on delivery of the Undelivered Bond to the Trustee at its Principal Office. Any funds held by the Trustee in the Undelivered Bond Payment Account as described in clause (3) of the preceding sentence shall be held uninvested and not commingled.

Section 4.13. Remarketing of Bonds; Notice of Interest Rates. x) Upon a mandatory tender or notice of the tender for purchase of Series 2026 Bonds, the Remarketing Agent shall offer for sale and use its best efforts to sell such Series 2026 Bonds, any such sale to be made on the date of such purchase in accordance with this Article IV at a price equal to the principal amount thereof plus accrued interest, if any, thereon to the Purchase Date. For so long as there remains a Liquidity Facility or Credit Facility in effect, the Remarketing Agent shall not remarket Series 2026 Bonds to the Clinic, the Issuer or any affiliate of the Clinic or Issuer or guarantor of the obligations thereof. In connection with any remarketing of Series 2026 Bonds upon a mandatory tender thereof, such remarketing may be, with respect to such Series 2026 Bonds, in whole or with respect to a portion thereof, as directed by the Clinic. No Series 2026 Bonds that have been tendered pursuant to Section 4.09 hereof shall be remarketed as Weekly Bonds, Two-Day Bonds or Daily Bonds unless and until (i) the Liquidity Facility or Credit Facility, if applicable, has been reinstated or extended for such Series 2026 Bonds; (ii) an Alternate Liquidity Facility or Alternate Credit Facility has been provided for such Series 2026 Bonds; or (iii) the Clinic has agreed to provide a Self Liquidity Arrangement for such Series 2026 Bonds.

(a) The Remarketing Agent shall offer for sale and use its best efforts to sell Bank Bonds at a price equal to the principal amount thereof plus accrued interest to the Purchase Date. On such a Purchase Date, the proceeds of the remarketing of such Bank Bonds shall be received by the Trustee on behalf of the applicable Liquidity Facility Provider or Credit Facility Provider and paid in immediately available funds to the applicable Liquidity Facility Provider or Credit Facility Provider on such Purchase Date. On such a Purchase Date, the applicable Liquidity Facility Provider or Credit Facility Provider shall notify the Trustee of the Differential Interest Amount. The Trustee shall pay the Differential Interest Amount to the Liquidity Facility Provider or the Credit Facility Provider, as applicable, on the date of remarketing, but only from funds available under the Indenture or otherwise provided by the Clinic. Bank Bonds shall not be delivered upon remarketing unless the Trustee shall have received Electronic Notice from the Liquidity Facility Provider or the Credit Facility Provider that the Liquidity Facility or the Credit Facility, as applicable, has been reinstated in accordance with its terms to the full amount of the then Required Stated Amount.

(b) The Remarketing Agent shall determine the rate of interest to be borne by the Series 2026 Bonds during each Interest Rate Period as provided in Article II hereof and shall furnish to the Trustee and to the Clinic, in a timely manner, each rate of interest so determined by Electronic Notice, promptly confirmed in writing.

Section 4.14. The Remarketing Agent. The Remarketing Agent shall be authorized by law to perform all the duties imposed upon it hereby. The Remarketing Agent or any successor shall signify its acceptance of the duties and obligations imposed upon it hereunder by a Remarketing Agreement under which the Remarketing Agent will agree to determine the interest rates applicable to the Series 2026 Bonds and give notice to the Trustee of such rates and periods in accordance with Article II hereof;

(b) keep such books and records as shall be consistent with prudent industry practice; and

(c) use its best efforts to remarket the Series 2026 Bonds in accordance with the Indenture.

The Remarketing Agent shall hold all amounts received by it in accordance with any remarketing of the Series 2026 Bonds pursuant to Section 4.13 hereof for the benefit of the Holders of such tendered Series 2026 Bonds and shall transfer such amounts to the Trustee for deposit to the Remarketing Proceeds Account created hereunder.

Section 4.15. Qualifications of Remarketing Agent; Resignation; Removal. xi) Any Remarketing Agent shall (i) be a member of the Financial Industry Regulatory Authority or shall be a commercial bank, a national banking association or a trust company, having a combined capital stock, surplus and undivided profits of at least $15,000,000, and (ii) be authorized by law to perform all the duties imposed upon it by the Indenture.

(a) The Remarketing Agent may at any time resign and be discharged of the duties and obligations created by the Indenture by giving Electronic Notice to the Trustee, the Liquidity Facility Provider, if any, the Credit Facility Provider, if any, and the Clinic. Such resignation shall take effect not earlier than the thirtieth (30th) day after the receipt by the Clinic of the notice of resignation. The Remarketing Agent may be removed at the direction of the Clinic at any time on thirty (30) days prior Electronic Notice, by an instrument signed by the Clinic, filed with the Remarketing Agent, the applicable Liquidity Facility Provider, if any, the Credit Facility Provider, if any, the Direct Purchaser, if any, and the Trustee. In the event that a successor Remarketing Agent has not been appointed by the Clinic within thirty (30) days following the notice of resignation or removal of the Remarketing Agent, the notice period for resignation or removal shall be extended for an additional thirty (30) days, but in no event shall such notice period, including any such thirty (30) day extension, be longer than sixty (60) days.

Section 4.16. Successor Remarketing Agents. xii) Any corporation, association, partnership or firm which succeeds to the business of the Remarketing Agent as a whole or substantially as a whole, whether by sale, merger, consolidation or otherwise, shall thereby become vested with all the property, rights and powers of such Remarketing Agent hereunder.

(a) In the event that the Remarketing Agent has given notice of resignation or has been notified of its impending removal in accordance with Section 4.15(b) hereof, the Clinic shall appoint a successor Remarketing Agent that meets the requirements of Section 4.15(a) above.

(b) In the event that the Remarketing Agent shall resign, be removed or be dissolved, or if the property or affairs of the Remarketing Agent shall be taken under control of any state or federal court or administrative body because of bankruptcy or insolvency, or for any other reason, and the Clinic shall not have appointed its successor, the Trustee shall appoint a successor or apply to a court of competent jurisdiction for such appointment. Nothing herein shall require any Remarketing Agent that has resigned or been removed to remain as Remarketing Agent beyond the notice period required by Section 4.15(b) hereof.

Section 4.17. Termination of Liquidity Facility or Credit Facility Prior to Expiration Date; Purchase by Liquidity Facility Provider or Credit Facility Provider; Notices. xiii) The obligation of the Liquidity Facility Provider to provide funds for the purchase of tendered Series 2026 Bonds pursuant to the Liquidity Facility may be terminated or suspended automatically and immediately and without prior notice upon the occurrence of certain defaults as shall be set forth in the Liquidity Facility.

(a) If an Immediate Termination Date of the Liquidity Facility occurs, the Trustee shall immediately upon receiving written notice thereof provide Electronic Notice to the Clinic, the Remarketing Agent, the Credit Facility Provider, if any, and the Holders of all Outstanding Bonds the payment of the Purchase Price of which is secured by such Liquidity Facility that the Liquidity Facility has been terminated and the reasons therefor, that the Trustee will no longer be able to draw on the Liquidity Facility to purchase Series 2026 Bonds and the Liquidity Facility Provider will be under no obligation to advance funds or to purchase Series 2026 Bonds under the Liquidity Facility, provided*, however,* that if the Trustee is unable to provide Electronic Notice to the Bondholders because it does not have the necessary contact information to do so, it shall provide written notice to the Bondholders.

(b) Following the Noticed Termination Date, the Trustee will no longer be able to draw on the Liquidity Facility or the Credit Facility to purchase Series 2026 Bonds. Promptly upon the receipt of notice of the proposed Noticed Termination Date from the Liquidity Facility Provider or Credit Facility Provider, but in no event more than three (3) Business Days after receipt, the Trustee shall provide Electronic Notice to the Clinic, the Remarketing Agent, the Liquidity Facility Provider, if any, the Credit Facility Provider, if any, and the Holders of all Outstanding Bonds secured by such Liquidity Facility or Credit Facility of the Noticed Termination Date and the proposed Mandatory Purchase Date for such Series 2026 Bonds, which Purchase Date shall be no later than five (5) days prior to the Noticed Termination Date, provided*, however,* that if the Trustee is unable to provide Electronic Notice to the Bondholders because it does not have the necessary contact information to do so, it shall provide written notice to the Bondholders. In addition, at least fourteen (14) days prior to the Expiration Date of the Liquidity Facility or Credit Facility, as may be applicable, the Trustee shall also give notice to the Holders of Outstanding Bonds of the Expiration Date for the Liquidity Facility or the Credit Facility and the proposed Mandatory Purchase Date for such Series 2026 Bonds, which shall be no later than one Business Day prior to the Expiration Date, or, in the case of a delivery of an Alternate Liquidity Facility or an Alternate Credit Facility, shall be the effective date of delivery of, and acceptance by the Trustee of, such Alternate Liquidity Facility or Alternate Credit Facility. Each such notice shall be given by Electronic Means and first-class mail and shall (i) state that the Trustee may no longer draw on the Liquidity Facility or Credit Facility (and the Liquidity Facility Provider or Credit Facility Provider will have no obligation)

to purchase (or provide funds for the purchase of) Series 2026 Bonds after the proposed Noticed Termination Date or the Expiration Date, as the case may be, (ii) specify the Noticed Termination Date or the Expiration Date, as the case may be and the applicable Mandatory Purchase Date, (iii) state that the Eligible Bonds are subject to mandatory tender for purchase on the applicable Mandatory Purchase Date, (iv) specify, if, but only if applicable, that the Clinic will be the only party obligated to purchase Eligible Bonds after the Noticed Termination Date or the Expiration Date, and (v) state that all Eligible Bonds (if subject to mandatory purchase) must be delivered for purchase to the Trustee and that on such Mandatory Purchase Date, the Trustee expects to hold moneys equal to the Purchase Price for all Eligible Bonds in trust for the Holders of such Eligible Bonds, which moneys will be paid upon surrender of such Eligible Bonds to the Trustee. Any notice given substantially as provided in this subsection (c) shall be conclusively presumed to have been duly given, whether or not actually received by each Bondholder.

(c) Upon receipt of the notice specified in (c) above, and if said notice provides that all Eligible Bonds are subject to mandatory purchase, all Holders of Outstanding Eligible Bonds shall be required to tender their Series 2026 Bonds to the Trustee for purchase on such Mandatory Purchase Date. In addition, in the event that a Holder of Series 2026 Bonds has delivered a tender notice pursuant to Section 4.06(a) hereof on or prior to the date on which the Liquidity Facility Provider or Credit Facility Provider has sent notice to the Trustee of the proposed Noticed Termination Date or the Expiration Date with a Purchase Date to occur on or after the date of such notice (but prior to the Noticed Termination Date or the Expiration Date), the Series 2026 Bonds to which such tender notice relates shall be purchased by the Trustee on such Purchase Date. Any Eligible Bond so delivered shall be purchased by the Trustee at a Purchase Price equal to the principal amount thereof plus accrued interest to the Purchase Date (unless such date is an Interest Payment Date, in which case the Purchase Price will be the principal amount of such Bond).

(d) In addition to the notice specified in Section 4.17(c) hereof, the Trustee shall give notice to the Holders of the Series 2026 Bonds, the Clinic and the Remarketing Agent of the provision or extension of any Liquidity Facility or Credit Facility, provided, however, that the Trustee shall not be required to give such notice if the Liquidity Facility or Credit Facility provides for automatic renewal or extension and the Trustee has not received notice that the provider thereof has elected not to renew or extend the Liquidity Facility or Credit Facility.

Section 4.18. Insufficient Funds for the Payment of Purchase Price. xiv) If the funds available for the purchase of Series 2026 Bonds subject to purchase on a Purchase Date are insufficient to purchase all of such Series 2026 Bonds on such Purchase Date (including Undelivered Bonds), then no purchase of any Bond shall occur on such Purchase Date and, on such Purchase Date, the Trustee shall (i) return all of such Series 2026 Bonds that were tendered to the Holders thereof, and (ii) return all moneys received by the Trustee for the purchase of such Series 2026 Bonds to the respective Persons that provided such moneys (in the respective amounts in which such moneys were so provided).

(a) The failure to purchase Series 2026 Bonds on a Purchase Date shall constitute an Event of Default, *provided, however,* the failure to purchase Series 2026 Bonds on any of the following dates or events shall not constitute an Event of Default: (i) a Window Rate Optional Purchase Date; (ii) in connection with a VRO Interest Rate Period Failed

Remarketing Event; (iii) a Clinic Elective Purchase Date; (iv) an FRN Rate Soft Put Mandatory Purchase Date; (v) a Conversion from Series 2026 Bonds operating in the Fixed Period; and (vi) a date upon which a Liquidity Facility Provider has failed to honor a properly conforming draw to pay Purchase Price of the Series 2026 Bonds supported by the Liquidity Facility provided by such Liquidity Facility Provider.

(b) Subject to the provisions of paragraphs (d) through (i) of this Section 4.18, if Series 2026 Bonds are not purchased when required pursuant to Section 4.06(a) hereof or Section 4.07(a) hereof, such Series 2026 Bonds shall bear interest at the Maximum Interest Rate from such Purchase Date until such date that all of such Series 2026 Bonds have been purchased or payment of the principal of and interest thereon has otherwise been made in accordance with the Indenture.

(c) If Daily Bonds, Two-Day Bonds or Weekly Bonds are not purchased on a Clinic Elective Purchase Date, then such Daily Bonds, Two-Day Bonds or Weekly Bonds shall bear interest at a Daily Rate, Two-Day Rate or Weekly Rate, as applicable, as determined as provided in Sections 2.04, 2.05 and 2.06 hereof, respectively.

(d) If FRN Rate Soft Put Bonds are not purchased on an FRN Rate Soft Put Mandatory Purchase Date, such failure to pay the Purchase Price shall not constitute an Event of Default under the Indenture, and the FRN Rate Soft Put Bonds shall bear interest at the FRN Rate, calculated with an FRN Spread equal to 400 basis points (4%) or such other FRN Spread as may be specified in connection with a Conversion to an FRN Interest Rate Period, or, if less, the Maximum Interest Rate, from such FRN Rate Soft Put Mandatory Purchase Date until such time, if any, as all of the FRN Rate Soft Put Bonds are remarketed.

(e) If Window Rate Bonds are not purchased on a Window Rate Optional Purchase Date or on a Clinic Elective Purchase Date, then such Window Bonds shall continue to bear interest as determined in accordance with Section 2.12 hereof.

(f) If VRO Bonds are not purchased on a VRO Interest Rate Period Purchase Date, then such VRO Bonds shall continue to bear interest as determined in accordance with Section 2.11 hereof.

(g) If Fixed Rate Bonds are not purchased on a Purchase Date related to a Conversion of such Series 2026 Bonds, then such Fixed Bonds shall continue to bear interest at the interest rates in effect prior to such proposed Conversion Date.

(h) Notwithstanding the foregoing, if Series 2026 Bonds are not purchased when required due to the Credit Facility Provider or Liquidity Facility Provider failing to honor a properly conforming draw to pay Purchase Price of the Series 2026 Bonds, such Series 2026 Bonds not purchased shall bear interest at the Maximum Interest Rate from such Purchase Date until such date that all of such Series 2026 Bonds not purchased have been purchased or payment of the principal of and interest thereon has otherwise been made in accordance with the Indenture.

Section 4.19. Alternate Liquidity Facility; Self Liquidity Arrangement.

(a) *Delivery by Clinic of Alternate Liquidity Facility*. Prior to the expiration or termination of a Liquidity Facility or a Credit Facility in accordance with the terms of that Liquidity Facility or Credit Facility or if a Self Liquidity Arrangement is in effect, the Clinic may provide for the delivery to the Trustee of an Alternate Liquidity Facility. Any Alternate Liquidity Facility delivered to the Trustee pursuant to this Section 4.19(a)(i) shall be delivered and become effective not later than 5 days prior to the date on which the former Liquidity Facility or Credit Facility, if any, terminates or expires and shall contain administrative provisions reasonably acceptable to the Trustee and the Remarketing Agent. For Fixed Bonds, Long-Term Bonds or FRN Bonds, a Liquidity Facility may only be delivered on the first day of a Fixed Period, Long-Term Interest Rate Period or FRN Interest Rate Period, as applicable, or a date on which the Series 2026 Bonds in such Interest Rate Mode are otherwise subject to optional redemption.

(b) *Acceptance by Trustee of Alternate Liquidity Facility*. If there is delivered to the Trustee (i) an Alternate Liquidity Facility, (ii) the information, opinions and data required by Section 4.19(a) hereof, and (iii) all information required to give the notice of mandatory tender for purchase of the Series 2026 Bonds, then the Trustee shall accept such Alternate Liquidity Facility. If a Liquidity Facility is then in effect, the Trustee shall surrender the Liquidity Facility pursuant to Section 4.19(c) hereof. If a Credit Facility is then in effect, the Trustee shall surrender the Credit Facility pursuant to Section 4.20(c) hereof.

(c) *Surrender of Liquidity Facility.* If an Alternate Liquidity Facility is delivered to the Trustee and accepted pursuant to this Section 4.19, or a Self Liquidity Arrangement becomes effective pursuant to this Section 4.19 and the Loan Agreement, then the Trustee shall surrender the existing Liquidity Facility for cancellation, provided that no Liquidity Facility shall be surrendered until after the date on which Purchased Bonds have been purchased or deemed purchased in accordance with the provisions of the Indenture. If a Liquidity Facility terminates or is no longer required to be maintained hereunder, the Trustee shall surrender such Liquidity Facility to the Liquidity Facility Provider for cancellation in accordance with the terms of the Liquidity Facility. Upon the defeasance of the Series 2026 Bonds pursuant to the Indenture and if, at such time, the Series 2026 Bonds are no longer subject to tender for purchase, the Trustee shall surrender the Liquidity Facility, if any, to the Liquidity Facility Provider for cancellation in accordance with the terms of the Liquidity Facility. The Trustee shall comply with the procedures set forth in each Liquidity Facility relating to the termination thereof and shall deliver any certificates reducing the stated amount of the Liquidity Facility in accordance with the provisions thereof.

Section 4.20. Alternate Credit Facility; Delivery of Credit Facility to Replace Liquidity Facility or Self Liquidity Arrangement; Surrender of Credit Facility. xv) If there is delivered to the Trustee (i) an Alternate Credit Facility covering the Series 2026 Bonds, (ii) a Favorable Opinion of Bond Counsel, and (iii) if the Credit Facility then in effect with respect to the Series 2026 Bonds does not cover premiums due on the Series 2026 Bonds, and the Series 2026 Bonds would be subject to mandatory tender for purchase at a Purchase Price in excess of the principal amount thereof plus accrued and unpaid interest thereon to but not including the date of purchase, Eligible Moneys in an amount sufficient to pay the premium due on the Series 2026 Bonds, then the Trustee shall accept such Alternate Credit Facility.

(a) If a Liquidity Facility or a Self Liquidity Arrangement is in effect with respect to the Series 2026 Bonds, a Credit Facility covering the Series 2026 Bonds may be delivered to the Trustee if all of the conditions set forth in the immediately preceding paragraph regarding the delivery of an Alternate Credit Facility for the Series 2026 Bonds are satisfied. For Fixed Bonds, Long-Term Bonds or FRN Bonds, a Credit Facility may only be delivered on the first day of a Fixed Period, Long-Term Interest Rate Period or FRN Interest Rate Period, as applicable, or a date on which the Series 2026 Bonds in such Interest Rate Mode are otherwise subject to optional redemption.

(b) If an Alternate Credit Facility is delivered to the Trustee and accepted pursuant to this Section 4.20, an Alternate Liquidity Facility is delivered to the Trustee and accepted pursuant to Section 4.19 hereof, or a Self Liquidity Arrangement becomes effective pursuant to the Loan Agreement, then the Trustee shall surrender the existing Credit Facility for cancellation, provided that no Credit Facility shall be surrendered until after the date on which Purchased Bonds have been purchased or deemed purchased in accordance with the provisions of the Indenture. If a Credit Facility terminates or is no longer required to be maintained hereunder, the Trustee shall surrender such Credit Facility to the Credit Facility Provider for cancellation in accordance with the terms of the Credit Facility. Upon the defeasance of the Series 2026 Bonds pursuant to the Indenture and if, at such time, the Series 2026 Bonds are no longer subject to tender for purchase, the Trustee shall surrender the Credit Facility, if any, to the Credit Facility Provider for cancellation in accordance with the terms of the Credit Facility. The Trustee shall comply with the procedures set forth in each Credit Facility relating to the termination thereof and shall deliver any certificates reducing the stated amount of the Credit Facility in accordance with the provisions thereof.

ARTICLE V

FUNDS AND ACCOUNTS

Section 5.01. Source of Payment of Bonds and Reimbursement Obligations. The Series 2026 Bonds herein authorized and all payments to be made by the Issuer thereon and into the various funds established under the Indenture are not general obligations of the Issuer but are special, limited obligations payable solely from (i) payments or prepayments under the Loan Agreement pledged hereunder (other than Unassigned Rights), (ii) certain moneys and investments held by the Trustee hereunder, (iii) certain funds drawn or advanced under the Credit Facility, if any, or the Liquidity Facility, if any, and (iv) in certain circumstances herein provided, proceeds from insurance and condemnation awards or sales consummated under threat of condemnation. After provision is made for the payment of the principal of, premium, if any, and interest on any Series 2026 Bonds hereunder, the Trustee shall pay the Credit Facility Provider, if any, the Reimbursement Obligations from amounts on deposit in the Interest Fund, the Bond Sinking Fund and the Optional Redemption Fund in the manner set forth herein.

Section 5.02. Revenue Fund. xvi) There is hereby created a separate account to be known as the *"Mayo Clinic – Revenue Fund – Series 2026C,"* which account shall be maintained by the Trustee so long as any of the Series 2026 Bonds are outstanding. Subject to the provisions of the Original Indenture, all payments under Amendment No. 30 (other than payments made in connection with the Unassigned Rights and payments made directly by the Clinic to the Direct Purchaser during a Direct Purchase Period), as and when received by the Trustee, shall be deposited in the Revenue Fund and shall be held therein until disbursed as herein provided. Pursuant to the assignment and pledge of payments set forth in the granting clauses contained herein, the Issuer will direct the Clinic to make payments directly to the Trustee when and as the same become due and payable by the Clinic under the terms of the Loan Agreement, provided*, however,* that while the Series 2026 Bonds bear interest in a Direct Purchase Period, the Clinic shall make payments under the Loan Agreement directly to the Direct Purchaser when and as the same become due and payable by the Clinic under the terms of the Loan Agreement in accordance with Section 2.02(f) hereof.

(a) If on the date any payment under the Loan Agreement is due the Trustee does not receive such payment, the Trustee shall give immediate telephonic notice promptly confirmed in writing to the Clinic of the nonpayment.

(b) During the period that any of the Series 2026 Bonds are supported by a Credit Facility, all payments on the Eligible Bonds shall be made, to the extent available, first from draws on the Credit Facility, and shall be deposited directly in the Credit Facility Interest Account of the Interest Fund, the Credit Facility Principal Account of the Bond Sinking Fund or the Credit Facility Redemption Account of the Optional Redemption Fund, as the case may be. Principal of, premium, if any, and interest on non-Eligible Bonds may be paid from moneys other than Eligible Moneys. The Trustee is hereby instructed to draw amounts under the Credit Facility at such times hereinafter set forth and pursuant to draw requests submitted at such times so as to assure that Eligible Moneys will be available to make when due all payments of principal of and interest on the Eligible Bonds. The foregoing notwithstanding, payments to be applied to pay interest on, principal of or the redemption price of non-Eligible Bonds shall be

transferred when received to the Interest Fund, Bond Sinking Fund or Optional Redemption Fund, respectively, *provided* that no such payments shall be deposited in the Credit Facility Interest Account of the Interest Fund, the Credit Facility Principal Account of the Bond Sinking Fund or the Credit Facility Redemption Account of the Optional Redemption Fund.

Section 5.03. Interest Fund. xvii) There is hereby created, within the Bond Fund established by the Original Indenture, a separate account to be known as the *"Mayo Clinic – Interest Fund – Series 2026C,"* which account shall be maintained by the Trustee so long as any of the Series 2026 Bonds are outstanding, provided*, however,* that while the Series 2026 Bonds are in a Direct Purchase Period and if the Clinic is making all payments of principal of and interest on the Series 2026 Bonds directly to the Direct Purchaser, the Trustee is not required to establish the Interest Fund. Upon receipt of a Credit Facility by the Trustee, the Trustee shall also establish and maintain a separate and segregated account in the Interest Fund designated the *"Mayo Clinic – Credit Facility Interest Account – Series 2026C."*

(a) With respect only to Series 2026 Bonds that have the benefit of a Credit Facility, the Trustee shall take such actions as are necessary to receive funds under the Credit Facility on each Interest Payment Date or redemption date or upon acceleration, and in the case of acceleration shall draw on the Credit Facility no later than the Business Day prior to the termination of the Credit Facility, in an amount equal to the amount of interest due and payable on the Eligible Bonds on such Interest Payment Date or redemption date or upon acceleration. All proceeds of such interest drawings drawn under the Credit Facility received in connection with the scheduled payment of interest on the Series 2026 Bonds, redemption of the Series 2026 Bonds or the acceleration of the Series 2026 Bonds prior to maturity shall be deposited in the Credit Facility Interest Account and shall be held by the Trustee as agent and bailee for the sole benefit and security of the owners of the Series 2026 Bonds and until applied as herein provided.

(b) On each Interest Payment Date, the Trustee shall deposit in the Interest Fund from the Revenue Fund moneys in an amount which, together with the amounts already on deposit therein and available to make such payment, other than in the Credit Facility Interest Account, is not less than the interest becoming due on the Series 2026 Bonds on such date.

(c) With respect to Series 2026 Bonds that have the benefit of a Credit Facility, payments of interest on the Eligible Bonds (other than interest payable on Series 2026 Bonds to be paid out of the Optional Redemption Fund as described in Section 5.05 hereof) shall be made, to the extent available, from Eligible Moneys on deposit in the Credit Facility Interest Account of the Interest Fund. Interest on non-Eligible Bonds shall be paid from amounts deposited in the Interest Fund (other than in the Credit Facility Interest Account thereof). Any funds remaining on deposit in the Interest Fund (exclusive of the Credit Facility Interest Account) on any Interest Payment Date after payment in full of all interest due on the Series 2026 Bonds on such date shall be promptly transferred by the Trustee to the Credit Facility Provider, but not in excess of the amount necessary to reimburse the Credit Facility Provider for the interest portion of the draw on the Credit Facility on such date.

(d) In connection with any partial redemption or defeasance prior to maturity of the Series 2026 Bonds, the Trustee may, at the written request of the Clinic, use any amounts on deposit in the Interest Fund in excess of the amount needed to pay the interest on the Series 2026 Bonds remaining outstanding on the first Interest Payment Date occurring on or after the date of such redemption or defeasance to pay or provide for the payment of the principal of and interest on the Series 2026 Bonds to be redeemed or defeased (or to reimburse the Credit Facility Provider for a draw on the Credit Facility) or as otherwise directed by the Clinic if the Trustee shall have received a Favorable Opinion of Bond Counsel.

Section 5.04. Bond Sinking Fund. xviii) There is hereby created, within the Bond Fund established by the Original Indenture, a separate account to be known as the *"Mayo Clinic – Bond Sinking Fund – Series 2026C,"* which account shall be maintained by the Trustee so long as any of the Series 2026 Bonds are outstanding, provided*, however,* that during a Direct Purchase Period and if the Clinic is making all payments of principal of and interest on the Series 2026 Bonds directly to the Direct Purchaser, the Trustee is not required to establish the Bond Sinking Fund. Upon receipt of a Credit Facility by the Trustee, the Trustee shall also establish a separate account within the Bond Sinking Fund to be known as the *"Mayo Clinic – Credit Facility Principal Account – Series 2026C."*

(a) With respect to Series 2026 Bonds that have the benefit of a Credit Facility, the Trustee shall take such actions as are necessary to receive funds under the Credit Facility on the payment date of each Sinking Fund Installment established pursuant to Section 5.04(d) hereof and on maturity or acceleration of the Series 2026 Bonds, and in the case of acceleration shall draw on the Credit Facility no later than the Business Day prior to the termination of the Credit Facility, in an amount equal to the amount of principal due and payable on such dates on the Eligible Bonds that have the benefit of a Credit Facility. All proceeds of drafts drawn under the Credit Facility to pay the principal of the Series 2026 Bonds shall be deposited in the Credit Facility Principal Account and shall be held by the Trustee as agent and bailee for the sole benefit and security of the owners of the Eligible Bonds until applied as provided herein.

(b) On each Sinking Fund Installment date established pursuant to Section 5.04(d) hereof, after making the deposit required by Section 5.03 hereof, the Trustee shall deposit in the Bond Sinking Fund from the Revenue Fund moneys in an amount which, together with any moneys already on deposit in the Bond Sinking Fund and available to make such payment, other than in the Credit Facility Principal Account, is not less than the principal becoming due on the Series 2026 Bonds on such dates (including mandatory redemption requirements for Bank Bonds).

(c) Subject to the terms and conditions set forth in this Section 5.04 and in Section 2.15(f)(vi) hereof, the Series 2026 Bonds maturing on November 15, 20[ ] shall be paid at their Maturity Date and by application of Sinking Fund Installments in the following amount and on the following dates:

SINKING FUND INSTALLMENT DATE	SINKING FUND INSTALLMENT

(November 15)	
20[ ]	$[ ]
20[ ]	$[ ]
20[ ]	$[ ]

(d) With respect to Series 2026 Bonds that have the benefit of a Credit Facility, payments of principal on the related Eligible Bonds shall be made, to the extent available, from Eligible Moneys on deposit in the Credit Facility Principal Account. The principal of non-Eligible Bonds shall be paid from amounts deposited in the Bond Sinking Fund (other than in the Credit Facility Principal Account). Any funds remaining on deposit in the Bond Sinking Fund (exclusive of the Credit Facility Principal Account) on such Sinking Fund Installment date after payment in full of all principal due on the Series 2026 Bonds on such date shall be promptly transferred by the Trustee to the Credit Facility Provider, but not in excess of the amount necessary to reimburse the Credit Facility Provider for the principal portion of the draw on the Credit Facility on such date.

(e) In lieu of such mandatory Bond Sinking Fund redemption, the Trustee shall, at the Written Request of the Clinic, purchase for cancellation an equal principal amount of Series 2026 Bonds of the maturity to be redeemed in the open market identified by the Clinic at prices specified by the Clinic not exceeding the principal amount of the Series 2026 Bonds being purchased plus accrued interest with such interest portion of the purchase price to be paid from the Interest Fund and the principal portion of such purchase price to be paid from the Bond Sinking Fund. In addition, the amount of Series 2026 Bonds to be redeemed on any date pursuant to the mandatory Bond Sinking Fund redemption schedule shall be reduced by the principal amount of Series 2026 Bonds of the maturity required to be redeemed which are acquired by the Clinic and delivered to the Trustee for cancellation. In the event that Series 2026 Bonds are optionally redeemed pursuant to Section 4.01 hereof, the Series 2026 Bonds so redeemed may, at the option of the Clinic, be applied as a credit against any applicable Sinking Fund Installment with respect to Series 2026 Bonds so redeemed, such credit to be equal to the principal amount of such Series 2026 Bonds so redeemed, provided that the Clinic shall have delivered to the Trustee not less than 60 days prior to the applicable Sinking Fund Installment date a Certificate of the Clinic stating its election to apply such Series 2026 Bonds as such a credit and designating the Sinking Fund Installment date applicable to such Bond to which it is to apply. In such case, the Trustee shall reduce the amount of such Series 2026 Bonds to be redeemed on such Sinking Fund Installment date so designated by the principal amount of Series 2026 Bonds so redeemed pursuant to Section 4.01 hereof. In case of the failure of the Clinic, at or before the time required above, to present such Certificate of the Clinic, the Clinic shall not be permitted to make any such reduction in the amount of the Sinking Fund Installment payable on such Sinking Fund Installment date and the Trustee shall make no reduction in the amount of Series 2026 Bonds to be so redeemed on such Sinking Fund Installment date.

(f) In connection with any partial redemption or defeasance prior to maturity of the Series 2026 Bonds, the Trustee may, at the written request of the Clinic, use any amounts on deposit in the Bond Sinking Fund in excess of the amount needed to pay principal on the Series 2026 Bonds remaining outstanding on the first principal or Sinking Fund Installment date occurring on or after the date of such redemption or defeasance to pay or provide for the payment of the principal or premium, if any, and interest on the Series 2026 Bonds to be redeemed or defeased (or to reimburse the Credit Facility Provider for a draw on the Credit Facility) or as otherwise directed by the Clinic if the Trustee shall have received a Favorable Opinion of Bond Counsel.

Section 5.05. Optional Redemption Fund. xix) There is hereby created a separate account to be known as the *"Mayo Clinic – Optional Redemption Fund – Series 2026C,"* which account shall be maintained by the Trustee so long as any of the Series 2026 Bonds are outstanding. Upon receipt of a Credit Facility by the Trustee, the Trustee shall also establish a separate account within the Optional Redemption Fund to be known as the *"Mayo Clinic – Credit Facility Redemption Account – Series 2026C."* In the event of (i) prepayment by or on behalf of the Clinic of amounts payable under the Loan Agreement, including prepayment with condemnation or insurance proceeds or proceeds of a sale consummated under threat of condemnation, or (ii) deposit with the Trustee by the Clinic or the Issuer of moneys from any other source for redeeming Series 2026 Bonds or purchasing Series 2026 Bonds for cancellation, such moneys shall, except as otherwise provided in the Indenture, be deposited in the Optional Redemption Fund. Moneys on deposit in the Optional Redemption Fund shall be used, first, to make up any deficiencies existing in the Interest Fund and the Bond Sinking Fund (in the order listed) and, second, for the redemption or purchase of Series 2026 Bonds in accordance with the provisions of Article IV hereof, provided*, however,* that with respect to Series 2026 Bonds that have the benefit of a Credit Facility, the Trustee shall redeem the Series 2026 Bonds to be redeemed in accordance with the following paragraph (b) and any funds remaining on deposit in the Optional Redemption Fund (exclusive of the Credit Facility Redemption Account) on any date on which Series 2026 Bonds are optionally redeemed, after payment in full of the redemption price of all Series 2026 Bonds redeemed on such date from amounts on deposit in the Credit Facility Redemption Account of the Optional Redemption Fund, shall be transferred by the Trustee to the Credit Facility Provider, but not in excess of the amount necessary to reimburse the Credit Facility Provider for the draw made on the Credit Facility on such date to pay such redemption price. No amounts shall be transferred to the Bond Fund pursuant to this paragraph if the effect thereof shall be to cause the amounts in the Bond Sinking Fund or Interest Fund to exceed the amount allowed for a bona fide debt service fund under the Arbitrage Regulations.

(a) With respect to Series 2026 Bonds that have the benefit of a Credit Facility, payments of the principal amount of Eligible Bonds to be optionally redeemed in accordance with the provisions of the Indenture and payments of the interest due and owing on the Eligible Bonds to be so redeemed to the redemption date shall be made, to the extent available, from Eligible Moneys on deposit in the Credit Facility Redemption Account, and to the extent not so available, from other Eligible Moneys. All proceeds of drawings under the Credit Facility to make timely redemption or maturity payments (including payments of interest accruing on such Series 2026 Bonds to the redemption date) shall be deposited in the Credit Facility Redemption Account or Credit Facility Principal Account, as applicable, and shall be held by the

Trustee as agent and bailee for the sole benefit and security of the owners of the Eligible Bonds until applied as provided herein.

Section 5.06. Costs of Issuance Fund. There is hereby created a separate account to be known as the *"Mayo Clinic – Costs of Issuance Fund – Series 2026C,"* which account shall be maintained by the Trustee. An initial deposit to the credit of the Costs of Issuance Fund is to be made under the provisions of Section 3.02 hereof. The Trustee shall disburse money from the Costs of Issuance Fund to the Clinic or its designee to pay the Costs of Issuance (or to reimburse the Clinic for any expenditure in payment of such Costs of Issuance) as provided in the closing memorandum for the Series 2026 Bonds or otherwise upon receipt of a Certificate of the Clinic. If the amounts on deposit in the Costs of Issuance Fund are insufficient to pay the Costs of Issuance, the Clinic shall provide for the payment of such Costs of Issuance out of its own funds and such Costs of Issuance shall not be paid or reimbursed from money on deposit in any other fund or account. When the Costs of Issuance have been fully paid or the Clinic determines that there is an excess in the Costs of Issuance Fund, the Clinic shall notify the Trustee in writing, whereupon the amount remaining in the Costs of Issuance Fund or such excess, as the case may be, shall be transferred to the Interest Fund, provided that the Trustee shall transfer such amounts automatically no later than July [ ], 2026, and the Costs of Issuance Fund shall then be closed.

Section 5.07. Investments. xx) Upon a Written Request of the Clinic to the Trustee and except as otherwise provided in the Original Indenture, moneys in the Revenue Fund, Interest Fund, Construction Fund, Bond Sinking Fund, Optional Redemption Fund and Costs of Issuance Fund shall be invested in Permitted Investments specified by the Clinic, provided that amounts on deposit in the Revenue Fund shall be invested solely in Government Obligations described in clauses a. through i. of the definition of such term. The Trustee may conclusively rely upon the Clinic's written instructions as to both the suitability and legality of the directed investments and such written instructions shall be deemed to be a certification that such directed investments constitute Permitted Investments. The Trustee may make any and all such investments through its own investment department or that of its affiliates or subsidiaries, and may charge its ordinary and customary fees for such trades, including cash sweep account fees. Permitted Investments shall be purchased at such prices as the Clinic may direct. All Permitted Investments shall be acquired subject to the limitations as to maturities hereinafter in this Section 5.07 set forth and such additional limitations or requirements consistent with the foregoing as may be established by the written request of the Clinic. No such request of the Clinic shall impose any duty on the Trustee inconsistent with its fiduciary responsibilities. In the absence of written directions from the Clinic, the Trustee shall invest moneys in a money market fund so long as such funds are Permitted Investments described in paragraph (f) of the definition thereof. The Trustee shall not be obligated to seek or obtain the highest interest rate available. The Trustee shall be entitled to rely on any written investment direction it receives as to the legality and suitability of such investment. The Trustee may elect, but shall not be obligated, to credit the funds and accounts held by it with moneys representing income or principal payments due on, or sales proceeds due in respect of, Permitted Investments in such funds and accounts, or to credit to Permitted Investments intended to be purchased with such moneys, in each case before actually receiving the requisite moneys from the payment source, or to otherwise advance funds for account transactions. Notwithstanding anything else in the Indenture, (i) any such crediting of funds or assets shall be provisional in nature, and the Trustee shall be authorized to reverse any such

transactions or advances of funds in the event that it does not receive good funds with respect thereto, and (ii) nothing in the Indenture shall constitute a waiver of any of the Trustee's rights as a securities intermediary under Uniform Commercial Code Section 9-206. Although the Issuer and the Clinic (by its execution of Amendment No. 30) each recognize that it may obtain brokerage confirmations or written statements containing comparable information at no additional cost, each of the Issuer and the Clinic agrees that brokerage confirmations are not required to be issued by the Trustee for each month in which a monthly statement of investments is provided by the Trustee. No statement needs to be provided, however, for any fund or account for any month in which no investment activity occurred during such month in such fund or account.

(a) All income in excess of the requirements of the funds specified in Section 5.07(a) hereof derived from the investment of moneys on deposit in any such funds shall be deposited in the following funds, in the order listed:

(i) The Bond Sinking Fund and the Interest Fund (in that order), to the extent, with respect to the Bond Sinking Fund, of the amount required to be deposited in the Bond Sinking Fund to make the next required principal payment on the Series 2026 Bonds if such payment is scheduled to occur within 13 months of such transfer and to the extent, with respect to the Interest Fund, of the amounts required to be deposited in the Interest Fund necessary to make any interest payments on the Series 2026 Bonds occurring within 13 months of such transfer; and

(ii) The balance, if any, in the Optional Redemption Fund.

(b) All proceeds of remarketing of Series 2026 Bonds and all proceeds of a drawing upon the Credit Facility or the Liquidity Facility shall be held by the Trustee uninvested in an Eligible Account and shall not be commingled and shall be applied to the payment of Eligible Bonds only. Eligible Moneys held for the redemption or payment of Series 2026 Bonds shall not be commingled with any other funds held under the Indenture. In the event that an account required to be an Eligible Account no longer complies with the requirement, the Trustee should promptly upon having notice of such event (and in any case, within not more than thirty (30) calendar days of such notice) move such account to another financial institution such that the Eligible Account requirement will again be satisfied.

Section 5.08. Draws Upon Credit Facility. Prior to using any other funds, if the Credit Facility is a letter of credit, the Trustee shall, prior to 2:00 p.m., New York City time, on the Business Day immediately prior to each Interest Payment Date or each date on which principal or a Sinking Fund Installment is due, whether at maturity, upon acceleration, redemption (optional or mandatory) or otherwise, draw upon such Credit Facility in accordance with its terms in the amount necessary to fully provide for payments due on the Eligible Bonds on each such Interest Payment Date and on each date on which principal or a Sinking Fund Installment is due, whether at maturity, upon acceleration, redemption (optional or mandatory) or otherwise, as the case may be (for deposit in the Credit Facility Interest Account or the Credit Facility Principal Account, as applicable). In the event that the Credit Facility Provider fails to honor the drawing on the Credit Facility or the Credit Facility is repudiated with respect to the regularly scheduled payment of the principal of and interest on the Series 2026 Bonds, the Trustee

shall apply amounts on deposit in the Revenue Fund to pay principal of or interest on the Series 2026 Bonds, and shall make immediate demand upon the Clinic for payment of such amounts in the event of any deficiency or shortfall in the Revenue Fund.

Section 5.09. Excluded Funds; Transfers to Rebate Fund. The foregoing provisions of this Article V notwithstanding, (a) the Rebate Fund shall not be considered a part of the "trust estate" created by the Indenture and (b) the Trustee shall be permitted to transfer moneys on deposit in any of the trust funds established under this Article V to the Rebate Fund at the Written Request of the Issuer or the Clinic in accordance with the provisions of the Clinic Tax Certificate.

Section 5.10. Rebate Fund. There is hereby created and established a special trust fund to be designated the "*Mayo Clinic – Rebate Fund – Series 2026C*," which shall be held by the Trustee. The Trustee shall make information regarding the Series 2026 Bonds and investments hereunder available to the Clinic, shall make deposits and disbursements from the Rebate Fund in accordance with the instructions received from the Clinic pursuant to the Clinic Tax Certificate, shall invest the Rebate Fund as directed by the Clinic pursuant to the requirements of the Clinic Tax Certificate and shall deposit income from such investments immediately upon receipt thereof in the Rebate Fund. The Trustee has no duty or obligation to confirm that any written instructions provided to it by the Clinic are in compliance with the terms or requirements of the Clinic Tax Certificate and shall have no duty to monitor the Clinic's compliance with the Clinic Tax Certificate.

Section 5.11. Construction Fund. An initial deposit to the credit of the Construction Fund is to be made under the provisions of Section 3.02 hereof.

The Trustee is authorized and directed to make payments of Costs of the Improvement (other than any Cost of the Improvement which also constitutes Costs of Issuance) as provided in Article V of the Original Loan Agreement.

Section 5.12. Liability of Trustee for Investments. Neither the Issuer nor the Trustee shall be liable for any loss resulting from the making of any investment made in accordance with the provisions hereof, except to the extent that the Trustee may be liable for its own negligence or willful misconduct.

Section 5.13. Investment Income. Except as otherwise provided herein and in the Original Indenture, interest income and gain received, or loss realized, from investments or moneys in any fund or account shall be credited, or charged, as the case may be, to such respective fund or account. Income and gain from Optional Redemption Fund investments may be transferred to any other fund or account upon direction of the Clinic. Investment income and gain credited to the Interest Account or the Principal Account shall be a credit against the next forthcoming Loan Agreement payment to be deposited to such respective account.

Section 5.14. Disposition of Unclaimed Funds. Notwithstanding any provisions hereof, and subject to applicable unclaimed property laws, any money deposited with the Trustee or any paying agent in trust for the payment of principal of, premium of or interest on the Series 2026 Bonds remaining unclaimed for three years after the principal of all Series

2026 Bonds has become due and payable (whether at maturity, by redemption or declaration as provided in the Indenture): (a) shall be reported and disposed of by the Trustee in accordance with the unclaimed property laws of the State, to the extent that such provisions are applicable to such moneys; or (b) to the extent that such provisions are not applicable to such moneys, shall be paid to the Clinic, whereupon all liability of the Issuer and the Trustee with respect to such money shall cease, and the Owners of the Series 2026 Bonds shall thereafter look solely to the Clinic for payment of any amounts then due. All moneys held by the Trustee or any paying agent and subject to this Section shall be held uninvested and without liability for interest thereon.

Section 5.15. Additional Funds and Accounts. In addition to the funds and accounts specifically authorized under this Article, the Trustee shall have the authority to create and maintain such other funds and accounts as it may deem necessary for proper administration hereunder.

ARTICLE VI

FORM OF BONDS

Section 6.01. Form of Definitive Bonds Generally. The definitive Series 2026 Bonds shall be in substantially the form set forth as Exhibit A hereto, with such necessary and appropriate omissions, insertions and variations as are permitted or required hereby and are approved by the Issuer Representative executing such Series 2026 Bonds on behalf of the Issuer and execution thereof by the Issuer Representative shall constitute conclusive evidence of such approval.

Section 6.02. Temporary Bonds.

(a) Until definitive Series 2026 Bonds are prepared, the Issuer may execute (but need not prepare) and, upon request by the Issuer, the Trustee shall authenticate and deliver temporary Series 2026 Bonds which may be typewritten, printed or otherwise reproduced in lieu of definitive Series 2026 Bonds subject to the same provisions, limitations and conditions as definitive Series 2026 Bonds. The temporary Series 2026 Bonds shall be substantially of the tenor of the definitive Series 2026 Bonds, but with such omissions, insertions and variations as the Issuer Representative(s) executing the same may determine.

(b) Without unreasonable delay after the issuance of temporary Series 2026 Bonds, if any, the Issuer shall execute (but need not prepare) and deliver definitive Series 2026 Bonds to the Trustee. Any temporary Series 2026 Bonds issued shall be exchangeable for definitive Series 2026 Bonds upon surrender to the Trustee at its designated corporate trust office (or such other location as may be designated by it) of any such temporary Series 2026 Bond or Series 2026 Bonds, and, upon such surrender, the Issuer shall execute and the Trustee shall authenticate and deliver to the Owner of the temporary Series 2026 Bond or Series 2026 Bonds, in exchange therefor, a like principal amount of definitive Series 2026 Bonds in Authorized Denominations. Until so

exchanged, the temporary Series 2026 Bonds shall in all respects be entitled to the same benefits as definitive Series 2026 Bonds authenticated and issued pursuant hereto.

(c) All temporary Series 2026 Bonds surrendered in exchange for a definitive Series 2026 Bond or Series 2026 Bonds shall forthwith be canceled by the Trustee.

ARTICLE VII

MISCELLANEOUS

Section 7.01. Notice of Default to the Remarketing Agent, Insurer and the Liquidity Facility Provider. The Trustee shall deliver to the Remarketing Agent (if any), Insurer (if any), Liquidity Facility Provider (if any), Credit Facility Provider (if any) and Purchaser (if any) a copy of any notice delivered by the Trustee pursuant to Section 5.1 of the Original Indenture.

Section 7.02. Severability. If any provision of this instrument shall be held or deemed to be or shall be invalid, inoperative or unenforceable as applied in any particular case in any jurisdiction because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of public policy or for any other reason, such circumstances shall not have the effect of rendering the provision in question invalid, inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions in this instrument contained invalid, inoperative or unenforceable to any extent whatever.

Section 7.03. Headings and Table of Contents. The Article and Section headings and the Table of Contents in this instrument are for convenience of reference only and shall not affect the interpretation hereof.

Section 7.04. Counterparts. This Twenty-Ninth Supplemental Indenture may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. This Twenty-Ninth Supplemental Indenture may be delivered by the exchange of signed signature pages, including those signed by electronic signature, by facsimile transmission or by e-mail with a pdf copy or other replicating image attached, and any printed or copied version of any signature page so delivered shall have the same force and effect as an originally signed version of such signature page.

Section 7.05. Governing Law. This Twenty-Ninth Supplemental Indenture shall be governed by and interpreted in accordance with the laws of the State of Minnesota.

Section 7.06. Limitation of Issuer's Liability. No covenant, provision or agreement contained in the Indenture, including this Twenty-Ninth Supplemental Indenture, or in the Series 2026 Bonds, or in any other agreement, certificate or document executed or delivered in connection with the issuance, marketing or remarketing of the Series 2026 Bonds, and no obligation herein or therein imposed upon the Issuer (or any other party) or respecting any breach thereof shall give rise to a pecuniary liability of the Issuer or a charge against its general credit or taxing powers; and the Series 2026 Bonds shall be and constitute only a special and limited revenue obligation of the Issuer, payable solely from the revenues pledge to the payment thereof pursuant to the Original Indenture and this

Twenty-Ninth Supplemental Indenture, and the Series 2026 Bonds do not now and shall never constitute an indebtedness, a pecuniary liability, a general or moral obligation or a loan of the credit of the Issuer or a lien, charge or encumbrance, legal or equitable, against the Issuer's general credit or taxing powers or any of the Issuer's property.

Section 7.07. Rights of Liquidity Facility Providers and Credit Facility Providers. Each Liquidity Facility Provider and Credit Facility Provider shall be a third party beneficiary of the Indenture and shall be entitled to exercise the rights granted to it thereunder.

As long as a Credit Facility is in effect (and no event described in Section 7.08 hereof has occurred and is continuing) or any amounts are owed to the Credit Facility Provider under the Credit Facility, the Credit Facility Provider shall have a security interest in and be deemed to be the Holder of all Bank Bonds for all purposes of this Article.

If (i) an Event of Default shall occur and be continuing under the Indenture, or (ii) the Trustee shall draw under the Credit Facility in connection with the acceleration or mandatory tender in whole of the Series 2026 Bonds, and in either such case the Credit Facility Provider shall have provided the Trustee with funds pursuant to the Credit Facility for the payment in full of the amounts due on the Series 2026 Bonds upon such acceleration or mandatory tender, then, and in such event, the Credit Facility Provider shall be subrogated to all rights and remedies theretofore possessed under the Indenture by the Trustee and the Series 2026 Bondholders in respect of which such principal or redemption price, if any, and interest shall have been paid with funds provided by the Credit Facility Provider and not fully reimbursed to the Credit Facility Provider. After the payment in full of all Series 2026 Bonds owned by the Bondholders, any reference herein to the Holders of the Series 2026 Bonds or to the Bondholders shall mean the Credit Facility Provider to the extent of those subrogation rights resulting from the payments made pursuant to the Credit Facility. After payment in full of all Series 2026 Bonds, so long as any amounts are owed to the Credit Facility Provider under the Credit Facility Agreement and to the extent of such obligations, the Trustee shall, upon written request of Credit Facility Provider to the Trustee, deliver all sums then on deposit in the Revenue Fund, Interest Fund, Bond Sinking Fund and the Bond Purchase Fund to the Credit Facility Provider.

Section 7.08. Limitation on Rights of Credit Facility Provider. Notwithstanding any provision of the Indenture or the Loan Agreement to the contrary, no consent of the Credit Facility Provider shall be required under any provision of this Indenture or the Loan Agreement nor shall the Credit Facility Provider have any right to consent to, direct, or control any actions, restrictions, rights, remedies, waivers, or acceleration pursuant to any provision of this Indenture or the Loan Agreement during any time which:

(a) the Credit Facility Provider has failed to honor a properly presented draw made under and in compliance with the terms of the Credit Facility which failure has not been cured;

(b) the Credit Facility for any reason ceases to be valid and binding on the Credit Facility Provider or is declared to be null and void, or the validity or enforceability of any provision of the Credit Facility is denied by the Credit Facility Provider or any governmental

agency or authority, or the Credit Facility Provider is denying further liability or obligation under the Credit Facility, in all of the above cases contrary to the terms of the Credit Facility;

(c) the Credit Facility Provider has rescinded, repudiated, or terminated the Credit Facility contrary to the terms of the Credit Facility; or

(d) the Credit Facility is not in effect and no amounts are due and payable by the Corporation to the Credit Facility Provider under the Credit Facility Agreement.

Section 7.09. Notice to Rating Agencies. So long as any Series 2026 Bonds are rated by any Rating Agency, the Trustee shall give notice to such Rating Agency by first class mail of any of (a) expiration, termination, extension, substitution or cancellation of any Liquidity Facility or Credit Facility; (b) redemption, defeasance or acceleration of the maturity of any Series 2026 Bonds; (c) Conversion of any Series 2026 Bonds to a different Interest Mode; (d) any amendments to or changes of any of the bond documents; and (e) any change of Trustee. For the purpose of this paragraph, the addresses of the Rating Agencies shall be the following (or in each case such other address as the Rating Agency has specified to the parties hereto):

Moody's Investors Service
7 World Trade Center at 250 Greenwich Street
New York, New York 10007
Attention: Public Finance Group—23rd floor

S&P Global Ratings
Financial Services LLC
55 Water Street, 41st Floor
New York, New York 10041
Attention: Manager, Public Finance Department
E-mail: pubfin_structured@spglobal.com

Section 7.10. Reserved Rights. If, in connection with a redemption of all or any part of the Series 2026 Bonds, or in connection with providing for payment of all or any part of the Series 2026 Bonds pursuant to Article IX of the Original Indenture, monies and/or securities are deposited with the Trustee sufficient to pay debt service on all or a portion of the Series 2026 Bonds to any date after the first date on which the Series 2026 Bonds may be redeemed, the Clinic expressly reserves and retains the right to, upon presentation of a Favorable Opinion of Bond Counsel, subsequently change the date on which any Series 2026 Bonds for which such as escrow has been established are to be redeemed. The Clinic further reserves and retains the right to restructure the monies and/or securities in the escrow and to apply any of the proceeds available following such restructuring for any lawful corporate purpose which does not interfere with the tax-exemption of the Series 2026 Bonds.

Section 7.11. Holidays. When the date on which principal of or interest or premium on any Bond is due and payable is not a Business Day, payment may be made on Series 2026 Bonds presented at the place of payment on the next ensuing Business Day with effect as though

payment were made on the due date, and, if such payment is made, no additional interest shall accrue from and after such due date. When any other action is provided herein to be done on a day named or within a time period named, and the day or the last day of the period falls on a day other than a Business Day, it may be performed on the next ensuing Business Day with effect as though performed on the appointed day or within the specified period.

Section 7.12. Amendment of Section 5.1 of Original Indenture. Section 5.1 of the Original Indenture is hereby amended by adding a new clause (g) to read as follows:

(g) default in the payment by the Clinic of the Funding Amount pursuant to Section 4.10(d) of the Twenty-Ninth Supplemental Indenture when such payment is due."

(h) receipt by the Trustee of a written notice from the Credit Facility Provider that (I) amounts available to pay interest under the Credit Facility will not be reinstated following a drawing thereunder to pay interest or (II) an event of default has occurred under the Credit Facility Agreement and, in the case of either (I) or (II), directing the Bond Trustee to call for a mandatory redemption or a mandatory tender of Series 2026C Bonds

Section 7.13. Amendment of Section 5.11 of Original Indenture. Section 5.11 of the Original Indenture is hereby amended as follows for so long as the Series Bonds are outstanding and supported by a Credit Facility:

> *Section 5.11 Rescission and Annulment of Events of Default*. If at any time after the principal of all Bonds shall have been declared due and payable and before any judgment or decree for the payment of the moneys due shall have been obtained or entered the Issuer shall pay or shall deposit with the Trustee a sum sufficient to pay all matured installments of interest on all such Bonds and the principal of and premium, if any, on all such Bonds that shall have become due otherwise than by acceleration (with interest on overdue installments of interest and on such principal and premium, if any, at the rate borne by such Bonds on the date of such payment or deposit) and the expenses of the Trustee, and any and all Events of Default other than the nonpayment of principal of, premium, if any, and interest on such Bonds that shall have become due by acceleration shall have been remedied and any Credit Facility then securing the Bonds shall have been reinstated, then and in every such case the Holders of a majority of the aggregate principal amount of the Bonds then Outstanding and each Holder, if any, of each such instrument which requested the giving of notice of acceleration may, by written notice to the Corporations, rescind and annul such declaration and its consequences; but no such rescission and annulment shall extend to or affect any subsequent Event of Default or impair any right consequent thereon.

Section 7.14. Amendment of Section 9.2 of Original Indenture. Section 9.2 of the Original Indenture is hereby amended, solely for the purpose of the defeasance of the Series 2026 Bonds, as defined herein, to read as follows:

If the Issuer shall pay or provide for the payment of the entire indebtedness on all Outstanding Bonds of a particular Series or a specified portion of the Bonds of any Series in accordance with the provisions of Section 9.1(a) hereof with respect to such Bonds, provided that, in the case of the Series 2026 Bonds defeased pursuant to Section 9.1(a)(ii) during any period in which such Series 2026 Bonds are supported by a Liquidity Facility or Credit Facility, such defeasance shall only be effective if either (a) each Rating Agency then maintaining a short-term rating on the Series 2026 Bonds has confirmed that its rating shall not be withdrawn or lowered as a result of the proposed defeasance or (b) (i) the interest on all Series 2026 Bonds proposed to be defeased shall be calculated at the Maximum Interest Rate, as defined in this Supplemental Indenture; (ii) funds for such defeasance shall be, if invested, invested in Government Obligations described in clauses a.through i.of the definition of such term and (iii) the holders of the Series 2026 Bonds proposed to be so defeased shall be paid on the earliest of (1) the applicable redemption date in connection with such defeasance; (2) a mandatory tender date hereunder or (3) an interest rate adjustment date for the Interest Rate Mode then applicable to the Series 2026 Bonds or (4) a date on which Series 2026 Bonds are optionally tendered, the liability of the Issuer in respect of such Bonds shall continue but such Bonds shall no longer be deemed Outstanding hereunder and shall cease to be entitled to any lien, benefit or security under this Indenture and the Holders thereof shall thereafter be entitled to payment (to the exclusion of all other Bondholders) only out of the moneys or Government Obligations deposited with the Trustee in escrow connection therewith.

If the Issuer shall pay or provide for the payment of the entire indebtedness on all Outstanding Bonds of a particular Series or a specified portion of the Bonds of any Series in accordance with the provisions of Section 9.1(a) hereof with respect to such Bonds, provided that, in the case of the Series 2026 Bonds defeased pursuant to Section 9.1(a)(ii) during any period in which such Series 2026 Bonds are supported by a Liquidity Facility or Credit Facility, such defeasance shall only be effective if either (a) each Rating Agency then maintaining a short-term rating on the Series 2026 Bonds has confirmed that its rating shall not be withdrawn or lowered as a result of the proposed defeasance or (b) (i) the interest on all Series 2026 Bonds proposed to be defeased shall be calculated at the Maximum Interest Rate, as defined in this Supplemental Indenture; (ii) funds for such defeasance shall be, if invested, invested in Government Obligations described in clauses (a) through ii. of the definition of such term and (iii) the holders of the Series 2026 Bonds proposed to be so defeased shall be paid on the earliest of (1) the applicable redemption date in connection with such defeasance; (2) a mandatory tender date hereunder or (3) an interest rate adjustment date for the Interest Rate Mode then applicable to the Series 2026 Bonds or (4) a date on which Series 2026 Bonds are optionally tendered, the liability of the Issuer in respect of such Bonds shall continue but such Bonds shall no longer be deemed Outstanding hereunder and shall cease to be entitled to any lien, benefit or security under this Indenture and the Holders thereof shall thereafter be entitled to payment (to the exclusion of all other Bondholders) only out of the moneys or Government Obligations deposited with the Trustee in escrow connection therewith.

IN WITNESS WHEREOF, the CITY OF ROCHESTER, MINNESOTA, has caused this Twenty-Ninth Supplemental Trust Indenture to be duly executed in its behalf by its Mayor and attested by its City Clerk and COMPUTERSHARE TRUST COMPANY, NATIONAL ASSOCIATION, as Trustee, has caused this Twenty-Ninth Supplemental Trust Indenture to be duly executed on its behalf by its Vice President, all as of the date first set forth above.

CITY OF ROCHESTER, MINNESOTA

Attest:

_____ By_____

City Clerk Mayor

[Signature page to Twenty-Ninth Supplemental Trust Indenture (2026)]

COMPUTERSHARE TRUST COMPANY,
NATIONAL ASSOCIATION, as Trustee

By _____

Its _____

CONSENT OF THE CLINIC

Pursuant to Section 7.5 of the Original Indenture, the Clinic hereby consents to the foregoing Twenty-Ninth Supplemental Trust Indenture.

MAYO CLINIC

By_____
Its Treasurer

EXHIBIT A

Form of Bond

Unless this certificate is presented by an authorized representative of The Depository Trust Company, a New York corporation ("DTC"), to the Trustee for registration of transfer, exchange, or payment, and any certificate issued is registered in the name of Cede & Co., or in such other manner as is requested by an authorized representative of DTC (and any payment is made to Cede & Co. or to such other entity as is requested by an authorized representative of DTC), ANY TRANSFER, PLEDGE, OR OTHER USE HEREOF FOR VALUE OR OTHERWISE BY OR TO ANY PERSON IS WRONGFUL inasmuch as the registered owner hereof, Cede & Co., has an interest herein.

[DIRECT PURCHASE LEGEND: THE TRANSFERABILITY OF THIS BOND IS RESTRICTED AS DESCRIBED IN THE INDENTURE]

UNITED STATES OF AMERICA
STATE OF MINNESOTA
COUNTY OF OLMSTED
CITY OF ROCHESTER

HEALTH CARE FACILITIES VARIABLE RATE REVENUE BONDS (MAYO CLINIC),
SERIES 2026C

R-[__] $[_____]

INTEREST RATE MODE	INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
[Weekly] Mode	[____]%	November 15, 20[__]	April [____], 2026	[_____]

REGISTERED HOLDER: CEDE & Co.

PRINCIPAL SUM: [_____] DOLLARS

FOR VALUE RECEIVED, the City of Rochester, a municipal corporation organized and existing under the Constitution and laws of the State of Minnesota (the "Issuer"), hereby promises to pay in lawful money of the United States of America to the registered owner specified above or registered assigns, on the Maturity Date identified above, unless this Bond shall be redeemable and shall have previously been called for redemption and payment of the redemption price made or provided for, but solely from amounts available under the Indenture (hereinafter referred to), amounts payable under the Loan Agreement (hereinafter referred to), which amounts and payments are pledged and assigned for the benefit and payment hereof

pursuant to the Indenture and not otherwise, upon surrender hereof, the principal sum set forth above at the rates per annum determined as set forth in the Indenture, payable on each Interest Payment Date. Unless otherwise indicated herein, capitalized terms not otherwise defined herein shall have the meaning specified in the Indenture.

This Bond is one of an authorized series of bonds issued under and secured by a Trust Indenture dated as of December 1, 1987 (the "Original Indenture"), as heretofore supplemented and as further supplemented by a Twenty-Ninth Supplemental Trust Indenture dated as of April 1, 2026 (the "Twenty-Ninth Supplemental Indenture," and together with the Original Indenture, the "Indenture"), between the Issuer and Computershare Trust Company, National Association (the "Trustee"). The proceeds of the Bonds will be loaned to Mayo Clinic, a Minnesota nonprofit corporation (together with its permitted successors and assigns, the *"*Clinic*"*), which funds will be used, together with certain other moneys, for the purposes described in the Indenture.

The Bonds are issued pursuant to and in full compliance with the Constitution and laws of the State of Minnesota (the "State"), particularly Minnesota Statutes, Section 469.152 et seq., as amended (the "Act"), and pursuant to the Indenture. The Bonds are not a general or moral obligation of the Issuer or a charge, lien or encumbrance, legal or equitable, upon any property of the Issuer except its right, title and interest in and to the Loan Agreement, as defined hereinafter, and the Issuer's taxing power is not pledged to the payment of the Bonds or the interest thereon. The Bonds are special limited obligations of the Issuer. The State and the County of Olmsted shall not in any event be liable for the payment of the principal of, premium, if any, or interest on the Bonds or for the performance of any pledge, mortgage, obligation or agreement of any kind whatsoever that may be undertaken by the Issuer. Neither the Bonds nor any of the agreements or obligations of the Issuer shall be construed to constitute an indebtedness of the State, the County of Olmsted or the Issuer within the meaning of any constitutional, statutory or charter limitations, nor constitute or give rise to a pecuniary liability or be a charge against the general credit or taxing powers of the State, Olmsted County or the Issuer.

The Bonds are issued under the Indenture on a parity with all outstanding bonds previously, simultaneously or hereafter issued under the Indenture. The Indenture and the bonds issued thereunder were authorized, executed and delivered by the Issuer pursuant to the Constitution and laws of the State, including the Act. The Issuer has entered into an Amended and Restated Loan Agreement dated as of May 2, 1998, as heretofore amended and as further amended by Amendment No. 30 thereto dated as of April 1, 2026 (collectively, the "Loan Agreement"), between the Issuer and the Clinic, under which the Issuer will lend the proceeds of the Bonds to the Clinic and the Clinic will be obligated to make or cause to be made payments sufficient to pay the principal of, premium, if any, and interest on the Bonds as the same become due and payable, to purchase Bonds tendered for purchase in accordance with the Indenture and to pay certain administrative expenses in connection with the Bonds. Reference is made to the Indenture, to all indentures supplemental thereto, and to the Loan Agreement and to all amendments thereto, for the provisions, among others, with respect to the nature and extent of the security, the rights, duties and obligations of the Issuer and the Trustee and the rights of the owners of the Bonds, and to all the provisions of which the owner hereof, by the acceptance of this Bond assents.

The principal on this Bond and the premium, if any, payable upon redemption, are payable upon surrender at the designated corporate trust office of the Trustee. Except for certain Direct Purchase Periods, interest on this Bond shall be payable on each Interest Payment Date by the Trustee by check mailed on the date on which due to the Holders of Bonds at the close of business on the Record Date (as determined in accordance with the Indenture) in respect of such Interest Payment Date at the registered addresses of Holders as shall appear on the Bond Register. In the case of any Holder of Bonds in an aggregate principal amount in excess of $1,000,000 as shown on the Bond Register who, prior to the Record Date next preceding any Interest Payment Date, shall have provided the Trustee with written wire transfer instructions for an account within the United States, interest payable on such Bonds shall be paid in accordance with the wire transfer instructions provided by the Holder of such Bond.

This Bond is registered on the Bond Register and may be transferred by the registered owner hereof but only in the manner, subject to the limitations and upon the payment of the charges provided in the Indenture. Upon surrender for transfer, a new fully registered bond or bonds, without coupons, of the same maturity and of Authorized Denominations for the aggregate principal amount which the registered owner is entitled to receive, shall be issued to the transferee in exchange therefor. The Issuer and the Trustee may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal of and premium, if any, and interest due hereon and for all other purposes, and neither the Issuer, the Trustee nor any Paying Agent shall be affected by any notice to the contrary. The Issuer and the Trustee shall not be required to register the transfer or exchange of any Bond after notice calling such Bond or portion thereof for redemption has been given as provided in the Indenture, or during the fifteen-day period next preceding the mailing of such notice of redemption of the Bonds.

The Bonds are subject to redemption and, in certain cases, optional and mandatory tender for purchase, as provided in the Indenture.

Any redemption of this Bond shall be made as provided in the Indenture upon at least twenty (20) days' notice as required in the Indenture by mailing a copy of the redemption notice postage prepaid to the Holder hereof at the address shown on the Bond Register, provided, *however,* that failure to mail any notice or any defect therein or in the mailing thereof, as it affects any particular Bond, shall not affect the validity of the proceedings for redemption of any other Bonds.

If this Bond is called for redemption and payment is duly provided therefor as specified in the Indenture, interest shall cease to accrue hereon from and after the date fixed for redemption.

The owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any Event of Default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture. In certain events, on the conditions, in the manner and with the effect set forth in the Indenture, the principal of all Bonds issued under the Indenture and then outstanding may become or may be declared due and payable before the stated maturity thereof, together with interest accrued thereon. Modifications

or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

It is hereby certified that all conditions, acts and things required to exist, happen and be performed under the Act and under the Indenture precedent to and in the issuance of this Bond, exist, have happened and have been performed, and that the issuance, authentication and delivery of this Bond have been duly authorized by resolution of the Issuer duly adopted.

No recourse shall be had for the payment of the principal of, premium, if any, and interest on any of the Bonds or for any claim based thereon or upon any obligation, covenant or agreement in the Indenture or the Loan Agreement or the Purchase Contract, against any past, present or future member, officer, agent or employee of the Issuer, or any incorporator, member, officer, employee, director or trustee of any successor corporation, as such, either directly or through the Issuer or any successor corporation, under any rule of law or equity, statute or constitution or by the enforcement of any assessment or penalty or otherwise, and all such liability of any such incorporator, member, officer, employee, director, agent or trustee, as such, is hereby expressly waived and released as a condition of and consideration for the execution of the Indenture, the Loan Agreement and the Purchase Contract and the issuance of any of the Bonds.

No covenant or agreement contained in this Bond or the Indenture shall be deemed to be a covenant or agreement of any officer, agent or employee of the Issuer in his or her individual capacity, and neither the governing body of the Issuer nor any official executing this Bond shall be liable personally on this Bond or be subject to any personal liability or accountability by reason of the issuance of this Bond.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the certificate of authentication hereon shall have been duly executed by the Trustee.

IN WITNESS WHEREOF, THE CITY OF ROCHESTER, MINNESOTA, has caused this Bond to be executed by the manual or facsimile signature of its Mayor and by the manual or facsimile signature of its City Clerk.

CITY OF ROCHESTER, MINNESOTA

Attest:

_____ By_____

City Clerk Mayor

CERTIFICATE OF AUTHENTICATION

This is one of the Bonds described in the within-mentioned Indenture.

Dated: _____

COMPUTERSHARE TRUST COMPANY,
NATIONAL ASSOCIATION, as Trustee

By: _____

Authorized Signature

The following abbreviations, when used in the inscription on the face of this Bond, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM — as tenants in common	UNIF TRANS MIN ACT. . . . . Custodian . . . . . (Cust) (Minor)
TEN ENT — as tenants by the entireties	under Uniform Transfers to Minors Act. . . . . (State)
JT TEN — as joint tenants with right of survivorship and not as tenants in common	

Additional abbreviations may also be used although not in the above list.

ASSIGNMENT

FOR VALUE RECEIVED the undersigned hereby sells, assigns and transfers unto _____ the within Bond and does hereby irrevocably constitute and appoint _____, attorney, to transfer the within Bond on the books kept for registration thereof, with full power of substitution in the premises.

Dated: _____

_____

NOTICE: The signature to this assignment must correspond with the name that appears upon the face of the within Bond in every particular, without alteration or change whatsoever. Signature must be guaranteed by an "eligible guarantor institution" meeting the requirements of the Registrar, which requirements include membership or participation in STAMP or such other "signature guaranty program" as may be determined by the Trustee in addition to or in substitution for STAMP, all in accordance with the Securities Exchange Act of 1934, as amended.

PLEASE INSERT SOCIAL SECURITY OR OTHER IDENTIFYING NUMBER OF ASSIGNEE

_____

AMENDMENT NO. 30

Dated as of April 1, 2026

to the

AMENDED AND RESTATED LOAN AGREEMENT

Dated as of May 2, 1998

between

CITY OF ROCHESTER, MINNESOTA

and

MAYO CLINIC

Relating to:

City of Rochester, Minnesota
Health Care Facilities Revenue Bonds (Mayo Clinic)
Series 2026C

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AMENDMENT NO. 30 dated as of April 1, 2026, to the AMENDED AND RESTATED LOAN AGREEMENT dated as of May 2, 1998 (as executed and as amended prior to the date hereof, the "Original Loan Agreement," and as hereby amended, the "Loan Agreement"), between the CITY OF ROCHESTER, MINNESOTA, a Minnesota municipal corporation (the "Municipality" or the "City"); and MAYO CLINIC, a Minnesota nonprofit corporation (the "Clinic"; the only "Obligated Party," as defined in the Original Loan Agreement, on the date hereof).

The Municipality and the Clinic have entered into the Loan Agreement to provide for the payment by the Clinic of Loan Payments (as defined in the Loan Agreement) at the times and in the amounts necessary to provide for the payment when due of the principal of, premium, if any, and interest on the Municipality's Health Care Facilities Revenue Bonds (Mayo Clinic) (the "Bonds") issued under a Trust Indenture dated as of December 1, 1987, and any supplemental indenture thereto (as supplemented to and including the date hereof, including by the hereinafter defined Twenty-Ninth Supplemental Indenture, the "Indenture"), between the Municipality and Computershare Trust Company, National Association, as successor to Wells Fargo Bank, National Association and Norwest Bank Minnesota, National Association, as Trustee (the "Trustee").

The Municipality has agreed to issue, in accordance with the terms of a Twenty-Ninth Supplemental Trust Indenture, dated as of the date hereof (amended, the "Twenty-Ninth ~~Supplemental Indenture"), its Health Care Facilities Revenue Bonds (Mayo Clinic), Series 202~~6C (the "Series 2026 Bonds"), to finance (i) a portion of the costs of the 2026 Project (defined below); and (ii) certain costs of issuing the Series 2026 Bonds.

Accordingly, the parties hereto hereby agree as follows:

Section 1. Definitions. Unless otherwise defined in this Amendment, the terms defined in the Loan Agreement and in the Twenty-Ninth Supplemental Indenture shall have the same meaning when used in this Amendment. In addition, the following terms as used herein shall have the following meanings unless the context clearly requires otherwise:

"2026 Project" shall mean costs of demolition, construction, improvement and equipping of the Clinic's facilities in the City, including near and around 200 First Street SW, Saint Marys Hospital modernization and growth located at the 1200 to 1400 block of 2nd Street SW and other capital projects involving renovations, acquisition of equipment and construction at the Clinic facilities in the City including Mayo Clinic buildings at or near 200 First Street SW; Rochester Methodist Hospital at 201 West Center Street, and Saint Marys Hospital located at the 1200 to 1400 block of 2nd Street SW.

"Original Indenture" shall mean the Trust Indenture dated as of December 1, 1987, between the Municipality and the Trustee, as amended prior to the date hereof.

Section 2. The Loan. In accordance with Section 3.01 of the Original Loan Agreement and Section 2.02 of the Twenty-Ninth Supplemental Indenture, the Municipality shall lend to the Clinic the entire proceeds of the Series 2026 Bonds in the principal amount of $100,000,000, which shall be used to finance in whole or in part the cost of the 2026 Project. In accordance with Section 3.04 of the Original Loan Agreement, the Clinic agrees to pay to the Trustee for the account of the Municipality an amount equal to the aggregate principal and tender price of and premium, if any, on the Series 2026 Bonds at the times and in the manner set forth in Section 3.04 of the Original Loan Agreement and Section 5 hereof. The Clinic recognizes that the Loan Payments under Section
3.04 of the Original Loan Agreement shall be increased to reflect the payments on the loan represented by the Series 2026 Bonds.

The Clinic shall deposit, or cause to be deposited, initially in the Revenue Fund, for further deposit to the funds described below, the following in immediately available funds with the Trustee unless sufficient amounts are then available in such Accounts to make the required payments therefrom:

(a) Into the Interest Fund an aggregate amount of immediately available funds required for the payment of the interest payable on the Outstanding Series 2026 Bonds on such Interest Payment Date.

(b) Into the Bond Sinking Fund an aggregate amount of immediately available funds required for the payment of the principal payable on the Outstanding Series 2026 Bonds on or prior to such Interest Payment Date.

(c) Into the Optional Redemption Fund on or prior to the Business Day prior to the date of redemption or purchase the amount required to pay principal of and premium, if any, and accrued and unpaid interest on any Series 2026 Bonds called for redemption or purchase in lieu of redemption.

Each installment of payments hereunder shall be increased as may be necessary to make up any previous deficiency in any of the required payments.

Section 3. [Reserved]

Section 4. Representations and Warranties and Covenants. The Clinic hereby restates and confirms the representations and warranties contained in Section 2.02 of the Original Loan Agreement. In addition, the Clinic makes the following representations, warranties, covenants and agreements:

(a) The Clinic has reviewed the Indenture and hereby approves its provisions, consents to its terms, and agrees to abide by and perform all specific covenants and obligations contained in the Indenture as supplemented by the Twenty-Ninth Supplemental Indenture that are therein (or elsewhere) specifically made, or which may become, applicable to the Clinic.

(b) The Clinic represents and warrants to the Municipality that the issuance of the Series 2026 Bonds and the execution and delivery of this Amendment and all other Clinic Documents (as defined in the Twenty-Ninth Supplemental Indenture) delivered in connection with the issuance of the Series 2026 Bonds (collectively, the "2026 Bond Documents") are permitted by and will not constitute or give rise to a default or breach under the Loan Agreement or the Indenture (or any bond issued thereunder) and that all applicable conditions precedent therein to the execution and delivery of the 2026 Bond Documents do exist and/or have been complied with.

(c) The Clinic covenants that it will comply with all notice, filing and reporting requirements imposed under the Act, including but not limited to the requirements of Minnesota Statutes, Sections 469.154, Subdivisions 5 and 7, as amended, respectively.

(d) The Clinic shall pay to the Municipality and the Trustee, and shall hold the Municipality and Trustee harmless from, all liabilities, cost and other expenses (including without limitation Administration Expenses and attorneys' fees) of the Municipality or the Trustee suffered, incurred or paid at any time in connection with any actions, transactions or other matters contemplated by or taken pursuant (or relating in any manner whatsoever) to the 2026 Bond Documents, the Indenture, the Loan Agreement or any of the other documents executed or delivered in connection with the issuance, marketing or remarketing of, or otherwise related to, the Series 2026 Bonds, or as may arise in connection with any of the foregoing.

(e) It is understood and agreed by the Clinic (i) that no covenant, provision or agreement contained in the Loan Agreement, in the 2026 Bond Documents, in the Indenture or in any other agreement, certificate or document executed or delivered in connection with the issuance of the Series 2026 Bonds, that no action taken or default by any party thereto or other person interested therein (including the qualification or marketing of Series 2026 Bonds and any distribution of official statements or other offering materials in connection therewith), and that no obligation herein or therein imposed upon the Municipality (or any other party) or respecting the breach thereof (collectively, the "Indemnified Matters"), shall give rise to a pecuniary liability of the Municipality or a charge against its general credit or taxing powers; and (ii) that the Series 2026 Bonds shall be and constitute only a special and limited revenue obligation of the Municipality, payable solely from the revenues pledged to the payment thereof pursuant to the Loan Agreement, and that the Series 2026 Bonds do not now and shall never constitute an indebtedness, a moral or general obligation or a loan of the credit of the Municipality or a charge, lien or encumbrance, legal or equitable, against the Municipality's property, general credit or taxing powers. The Clinic hereby indemnifies the Municipality, the Trustee and each of the Municipality's and Trustee's officers, agents and employees (collectively, the "Indemnified Parties"), and the Clinic agrees to hold the Indemnified Parties harmless against all expense, loss, claim, judgment, damage and any other liability respecting or arising out of the Indemnified Matters, and the Clinic will reimburse the Indemnified Parties for all legal and other expenses incurred by the Indemnified Parties in relation thereto, and this covenant to

indemnify, hold harmless and reimburse the Indemnified Parties shall survive delivery of and payment for the Series 2026 Bonds and the expiration or termination of the Loan Agreement and the Indenture and any resignation or removal of the Trustee.

(f) The Clinic agrees that neither it nor any "related party," as defined in Treasury Regulations, Section 1.150-1(b), shall pursuant to any arrangement, formal or informal, purchase obligations of the Municipality in an amount related to the principal amount of the Series 2026 Bonds in such a manner as to cause the Loan Agreement not to be a "purpose investment" as defined in Treasury Regulations, Section 1.148-1(b).

Section 5. Purchase of Series 2026 Bonds. The Clinic shall pay or cause to be paid to the Trustee an amount equal to the Funding Amount in accordance with Section 4.10(d) of the Twenty-Ninth Supplemental Indenture.

Section 6. Conversion of Interest Modes. The Clinic may specify the effective date of a new Interest Rate Mode with respect to any Series of Series 2026 Bonds, or with respect to all the Series 2026 Bonds, by delivery to the Trustee of a written direction in accordance with Article II of the Twenty-Ninth Supplemental Indenture.

Section 7. Liquidity; Calculation Agent. (a) The Clinic may, at its option but in accordance with the Twenty-Ninth Supplemental Indenture, deliver to the Trustee a Liquidity Facility or a Credit Facility relating to the Series 2026 Bonds or a Series thereof, and the Trustee shall accept such Liquidity Facility or Credit Facility upon receiving an opinion that the Credit Facility or Liquidity Facility is enforceable according to its terms, and that the provision thereof has been effected in compliance with the provisions of this Amendment and the Indenture. If, in connection therewith, it is necessary or appropriate to amend this Amendment in order to reflect or accommodate delivery of such Liquidity Facility, such an amendment may be made and entered into and be effective as provided in the Original Loan Agreement. This Amendment may be further amended as described in the Original Loan Agreement.

(b) The Clinic, in order to provide a source of funds to pay the Purchase Price of any Series 2026 Bonds with respect to which no Liquidity Facility is in effect which may be tendered for purchase pursuant to Article II of the Twenty-Ninth Supplemental Indenture, covenants and agrees that the Clinic shall provide, on a quarterly basis, to each Rating Agency then maintaining a rating on the Series 2026 Bonds, a report indicating (i) the amount of cash and cash equivalents available to the Clinic and amounts available to be borrowed by the Clinic under one or more bank lines of credit and letters of credit with banks, or lead banks of parent holding companies, whose unsecured obligations are then rated in one of the two highest short-term rating categories of each Rating Agency then maintaining a rating on the Series 2026 Bonds; (ii) the dollar amount of the Clinic's unrestricted board designated funds invested in marketable securities which, in the reasonable opinion of the Clinic, could be liquidated within five Business Days ("Short-Term Investments") and (iii) the dollar amount of the Clinic's unrestricted board designated funds invested in securities other than Short-Term Investments (collectively

the "Liquid Assets"). If, in connection therewith, it is necessary or appropriate to amend the Loan Agreement in order to reflect or accommodate the Clinic's covenant and agreement to maintain Liquid Assets, such an amendment may be made and entered into as provided in the Original Loan Agreement.

(c) During any Interest Rate Period in which the services of a Calculation Agent are required under the Twenty-Ninth Supplemental Indenture, the Clinic will diligently seek to appoint a successor Calculation Agent to assume the duties of the Calculation Agent on the effective date of the prior Calculation Agent's resignation.

Section 8. Information to Rating Agencies. The Clinic shall furnish any Rating Agency then maintaining a rating on any Series 2026 Bonds (i) the items delivered by the Clinic to the Trustee under Section 6.03, 6.04, 6.05, or 6.06 of the Original Loan Agreement, at the same time as such items are delivered to the Trustee; and (ii) written notice of any Additional Indebtedness incurred for borrowed money in a principal amount in excess of $25,000,000.

Section 9. Effect on the Loan Agreement. Except as specifically amended hereby, the Original Loan Agreement shall continue in full force and effect, and each reference in any document to the Loan Agreement shall mean the Original Loan Agreement as amended hereby.

Section 10. Counterparts. This Amendment may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same agreement. The parties agree that the electronic signature of a party to this Amendment shall be as valid as an original signature of such party and shall be effective to bind such party to this Amendment. For purposes hereof: (i) "electronic signature" means a manually signed original signature that is then transmitted by electronic means; and (ii) "transmitted by electronic means" means sent in the form of a facsimile or sent via the internet as a portable document format ("pdf") or other replicating image attached to an electronic mail or internet message.

Section 11. Severability. If any provision of this Amendment shall be held to be illegal or invalid by any court, the illegality or invalidity of such provision shall not affect any of the remaining provisions hereof, and this Amendment shall be construed and enforced as if such illegal or invalid provision had not been contained herein. In case any agreement or obligation contained in this Amendment shall be held to be in violation of law, then such agreement or obligation shall be deemed to be the agreement or obligation of the Municipality or the Clinic, as the case may be, to the full extent permitted by law.

Section 12. Governing Law. This Amendment shall be governed by and interpreted in accordance with the laws of the State of Minnesota.

Section 13. Bank Qualification. The Clinic acknowledges that the Series 2026 Bonds are issued as "qualified 501(c)(3) bonds" under Section 145 of the Code. The Clinic further acknowledges that if for calendar year 2026 the Municipality could reasonably expect to be a "qualified small issuer" under Section 265(b)(3) of the Code ("Section

265(b)(3)"), which generally requires that no more than $10,000,000 of tax-exempt 501(c)(3) bonds and bonds issued by the Municipality for its own purposes ("Municipality Bonds") be issued in that year, then the Municipality could designate its Municipality Bonds as "qualified tax-exempt obligations" under Section 265(b)(3). If the amount of Municipality Bonds issued in calendar year 2026 by and on behalf of the Municipality would prevent the Municipality from designating the Municipality Bonds as "qualified tax-exempt obligations," then this Section 13 will have no effect.

The Municipality's public finance advisor has advised the Municipality that the issuance of Municipality Bonds as qualified tax-exempt obligations, under most market conditions then prevailing, results in certain lower interest rates on the Municipality Bonds varying between 1/20th and 2/5ths of one percent. The Municipality's bond counsel has advised the Municipality that the issuance of the Series 2026 Bonds disqualifies the Municipality as a qualified small issuer for calendar year 2026, thus preventing the Municipality from designating Municipality Bonds as qualified tax-exempt obligations.

The Municipality anticipates that it will issue Municipality Bonds in calendar year 2026 in one or more series, the purposes and amounts of which have not been finally determined, and nothing in this Section 13 shall prevent the Municipality in its discretion from issuing such bonds or limit the compensation due hereunder. All Municipality Bonds (i) which are tax-exempt obligations, (ii) which are issued in calendar 2026 for the purposes of the Municipality and (iii) which are secured by and/or payable from property, revenues, and/or the tax base of the Municipality shall be subject to the compensation provisions herein provided. This Section 13 shall not apply to 501(c)(3) bonds issued as "conduit" bonds for the benefit of other 501(c)(3) organizations which are not secured by the Municipality's property, revenues, or tax base.

As of the date of the sale of each series of Municipality Bonds in calendar year 2026, the Municipality shall cause its public finance advisor to determine, in its reasonable judgment based upon then-prevailing market conditions, the differential between the actual interest rates of those Municipality Bonds and what the interest rates would have been had the Municipality been able to designate said bonds as qualified tax-exempt obligations. There shall also be calculated for each interest payment date on said bonds the actual dollar amount of additional interest which the Municipality will be required to pay by virtue of said differential(s). The Municipality shall also cause its public finance advisor to calculate the respective present values (as of the nominal date of issue of each series of Municipality Bonds) of the actual dollar amounts of said interest differentials. Those present values shall be calculated on the basis of the then-current respective yields of constant maturity United States Treasury Notes (or similar obligations fully and irrevocably secured by the full faith and credit of the United States of America) of comparable respective maturities. The sum of said present values is hereinafter referred to as the "Compensation Amount." The Municipality shall provide to the Clinic each of the calculations described above, and within 30 days thereafter the Clinic shall pay to the Municipality the applicable Compensation Amount, together with the expenses incurred by the Municipality in having those amounts determined. No Compensation Amount shall be owed with respect to a series of Municipality Bonds if the Municipality could not have designated those bonds as qualified tax-exempt obligations even if the Series 2026 Bonds had not

been issued, but this determination shall be made without regard to any other 501(c)(3) bonds which the Municipality may hereafter issue.

If, on the actual date of issuance and delivery of a series of Municipality Bonds in calendar year 2026, the Municipality shall have issued other qualified 501(c)(3) bonds for the benefit of any non-governmental borrower other than the Clinic, and if said other 501(c)(3) bonds would alone have prevented the Municipality from designating said Municipality Bonds as qualified tax-exempt obligations, then the Municipality agrees to allocate the Compensation Amount respecting those Municipality Bonds among the Clinic and such other borrower(s) pro rata based on the respective aggregate original principal amounts of those qualified 501(c)(3) issues.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be duly executed as of the date first set forth above.

CITY OF ROCHESTER

By_____
Its Mayor

Attest:

By_____
Its City Clerk

MAYO CLINIC

By_____
Its Chief Financial Officer

By_____
Its Treasurer

CONSENT OF THE TRUSTEE

Pursuant to Section 8.1 of the Original Indenture and Section 9.04 of the Original Loan Agreement, the Trustee hereby consents to the foregoing Amendment No. 30 to the Loan Agreement.

COMPUTERSHARE TRUST COMPANY,
NATIONAL ASSOCIATION,
as Trustee

By_____

Its_____

STATE OF MINNESOTA)
) ss.
COUNTY OF OLMSTED)

I, Ann Kasel, City Clerk of the City of Rochester, Minnesota, do hereby certify that I have compared the attached copy of the minutes of a public hearing held on March 16, 2026, and the resolution adopted that same date with the original minutes and resolution on file in my office and that the foregoing is a true and correct copy of the said minutes and resolution and of the whole thereof.

Witness my hand this _____ day of _____, 2026.

_____
City Clerk of the City of Rochester, Minnesota

(Seal of the City of Rochester, Minnesota)

The Mayor stated that this was the time and place fixed for a public hearing to be held on the proposal that the City undertake a financing on behalf of Mayo Clinic, a Minnesota nonprofit corporation (the "Corporation"), pursuant to Minnesota Statutes, Sections 469.152 through 469.165, as amended. The City Clerk presented an affidavit showing publication of the notice of public hearing at least once not fewer than ten (10) nor more than thirty (30) days prior to the date fixed for the public hearing, in the Rochester Post-Bulletin, being the official newspaper of the City and a newspaper of general circulation in the City. The affidavit was examined, found to be satisfactory and ordered placed on file with the City Clerk.

The Mayor then opened the meeting for the public hearing on the proposal to undertake and finance the Project on behalf of the Corporation. The purpose of the hearing was explained, the nature of the Project and of the proposed revenue bonds was discussed, the draft copy of the Application to the Minnesota Department of Employment and Economic Development (the "Application"), with draft copies of all attachments and exhibits, was available, and all persons present who desired to do so were afforded an opportunity to express their views with respect to the proposal to undertake and finance the Project, in response to which the following persons either appeared, were recognized and made statements, or filed written comments with the City Clerk before the date set for the hearing, summaries of which appear opposite their respective names:

Name of Speaker	Summary of Views

The City Clerk [reported that no written comments had been] [read a summary of the written comments]* filed in her office before the date of the hearing.

After all persons who wished to do so had stated or filed their views on the proposal, the Mayor declared the public hearing to be closed.

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*Strike inappropriate language

RESOLUTION NO. _____-26

RESOLUTION GIVING APPROVAL
TO THE ISSUANCE OF REVENUE BONDS
PURSUANT TO MINNESOTA STATUTES, SECTION 469.152
THROUGH 469.165 ON BEHALF OF MAYO CLINIC
AND AUTHORIZING PREPARATION OF NECESSARY DOCUMENTS

BE IT RESOLVED by the Common Council of the City of Rochester, Minnesota (the "City"), as follows:

Section 1. Recitals and Findings.

1.01 Pursuant to Minnesota Statutes, Sections 469.152 through 469.165 (the "Act") and a Trust Indenture dated as of December 1, 1987, as amended (as amended through the date hereof, the "Original Indenture"), between the City and Computershare Trust Company, National Association (successor to Wells Fargo Bank, National Association and Norwest Bank Minnesota, National Association), as Trustee (the "Trustee"), the City provided for the issuance from time to time of revenue bonds of the City (as defined in the Original Indenture, the "Bonds") on behalf of Mayo Clinic, a Minnesota nonprofit corporation (the "Corporation"), and certain affiliates.

1.02 By a Loan Agreement dated as of December 1, 1987, as amended and restated by an Amended and Restated Loan Agreement dated as of May 2, 1998 and as amended to the date hereof (the "Original Loan Agreement"), between the City and the Corporation and its affiliates, the City agreed to lend the proceeds of each series of the Bonds, when and if issued, to the Corporation and its affiliates.

1.03 The Corporation has requested that the City issue its Bonds, in one or more series, in an approximate principal amount of up to $750,000,000 (the "Series 2026 Bonds") pursuant to the Act to pay (i) costs of demolition, construction, improvement and equipping of the Corporation's facilities in the City, including near and around 200 First Street SW, Saint Marys modernization and growth located at the 1200 to 1400 block of 2nd Street SW, Rochester, MN and other capital projects involving renovations, acquisition of equipment and construction at the Corporation facilities in the City including Mayo Clinic buildings at or near 200 First Street SW; Rochester Methodist Hospital at 201 West Center Street, and St. Marys Hospital located at the 1200 to 1400 block of 2nd Street SW; (ii) payment of costs of issuance of the Bonds and (iii) capitalized interest, if any, on the Series 2026 Bonds (the "Project").

1.04 At a public hearing, duly noticed and held on the date hereof, in accordance with the Act and Section 147(f) of the Internal Revenue Code of 1986, as amended, on the proposal to finance the Project, all parties who appeared at the hearing were given an opportunity to express their views with respect to the financing, and interested persons were given the opportunity to submit written comments to the City Clerk before the time of the hearing.

1.05 The Corporation anticipates that the Project, once completed, will enhance employment in the City and the State, and will enhance the Corporation's ability to provide quality health care services at reasonable cost. The Corporation has represented to the City that the issuance of the Series 2026 Bonds is essential to the successful completion of the Project.

1.06 Drafts of the following documents relating to the Series 2026 Bonds have now been presented to the Common Council and shall be filed in the office of the City Clerk:

(a) A form of Supplemental Indenture (whether one or more, the "Supplemental Indenture"; the Original Indenture as modified thereby, the "Indenture") one or more of which is to be entered into between the City and the Trustee, whereby one or more series of the Series 2026 Bonds is created and providing for their terms, conditions and forms;

(b) A form of Amendment to the Original Loan Agreement (whether one or more, the "Amendment"; the Original Loan Agreement as modified thereby, the "Loan Agreement"), one or more of which is to be entered into between the City and the Corporation, whereby the City agrees to lend the proceeds of one or more series of the Series 2026 Bonds to the Corporation and the Corporation agrees to repay the loan from the City and all costs and expenses of the City in connection with the issuance and sale of the Series 2026 Bonds;

(c) A form of Bond Purchase Agreement (whether one or more, the "Bond Purchase Agreement"), one or more of which is to be entered into between the City, the Corporation and the underwriter or underwriters named therein (whether one or more, the "Underwriter"), which provides for the sale by the City and the purchase by the Underwriter of one or more series of the Series 2026 Bonds;

(d) A Preliminary Official Statement and an Official Statement, one or more of each of which shall be required in connection with the marketing of the Series 2026 Bonds (the "Official Statements").

The Supplemental Indenture, the Amendment and the Bond Purchase Agreement are collectively called the "Bond Documents." The Bond Documents are hereby made a part of this Resolution as fully as though set forth in full herein.

1.07 This Council hereby declares its present intent to proceed with the Project and its financing and to have the City issue its revenue bonds under the Act for these purposes. All details of the issuance of the Series 2026 Bonds for purposes of financing the Project and the provisions for payment thereof shall be subject to final approval by the Minnesota Department of Employment and Economic Development and may be subject to such further conditions as the City may specify. The Series 2026 Bonds, if issued, shall not constitute an indebtedness, a pecuniary liability, a moral or a general obligation or a loan of the credit of the City or a charge, lien or encumbrance, legal or equitable, upon any property of the City, except the revenues specifically pledged to the payment thereof, and each Series 2026 Bond, when, as and if issued, shall recite in substance that the Series 2026 Bond, including interest thereon, is payable solely from the revenues and property specifically pledged to the payment thereof, and shall not constitute a debt of the City within the meaning of any constitutional, statutory or charter limitation.

1.08 The Mayor and the City Clerk are authorized to cooperate with the Corporation in obtaining the approval of the Commissioner of the Department of Employment and Economic Development for the issuance of the Series 2026 Bonds for purposes of financing the Project, as required by the Act. The application prepared for such purpose, with attachments, in substantially the form heretofore submitted to the Council, is hereby approved, and the Mayor and the City Clerk are authorized to execute said documents on behalf of the City.

Section 2. Authorization of the Series 2026 Bonds; Approval and Execution of Documents.

2.01 The City hereby approves the issuance of the Series 2026 Bonds under the Act and the Indenture, the sale thereof to the Underwriter in accordance with the Bond Purchase Agreement, and the loan of the proceeds of the Series 2026 Bonds to the Corporation in accordance with the Loan Agreement.

2.02 The forms and the execution and the delivery of the Bond Documents submitted to this Council are hereby approved, with such additions or modifications thereto and deletions therefrom as may be approved by the Mayor and the City Clerk prior to the execution and delivery thereof and subject to the review and comment of the City's special issuer's counsel for the Series 2026 Bonds, Kutak Rock LLP, the approval thereof to be conclusively evidenced by the execution and delivery of the Bond Documents by the appropriate officers of the City. The City recognizes that as of the date of adoption of this Resolution the detailed terms of the Series 2026 Bonds are not finally resolved, and consequently when issued the Series 2026 Bonds may be in fewer or more series than the forms of Bond Documents currently provide, and will bear interest at rates not yet determined, but the Series 2026 Bonds to be issued shall be issued in the approximate principal amount of $750,000,000, and the interest rate on the Series 2026 Bonds shall not exceed [_____]% per annum, and shall be set forth in the applicable Supplemental Indenture, as finally executed. The Series 2026 Bonds are expected to mature no later than 40 years from the date of issuance thereof.

2.03 The Mayor and the City Clerk are hereby authorized in their discretion at such time, if any, as they may deem appropriate, to execute and deliver the Bond Documents in the name and on behalf of the City, following the review and comment of the City's special issuer's counsel for the Series 2026 Bonds.

2.04 The City hereby consents to the preparation and distribution by the Corporation and the Underwriter of the Official Statements. The City has not participated in the preparation of or reviewed, and will not participate in the preparation or review of the Official Statements (except for the statements and information pertaining to the City under the captions "THE ISSUER", "ISSUER NOT LIABLE ON THE BONDS", and "LITIGATION – The Issuer" in the Official Statements (the "Issuer Portion")) and has not made and will not make any independent investigation of the facts and statements provided therein (except for the information contained in the Issuer Portion); accordingly, the City assumes no responsibility with respect thereto, including without limitation as to matters relating to the accuracy, completeness or sufficiency of the Official Statements (except for the information contained in the Issuer Portion).

2.05 The Mayor, the City Clerk and the other officers of the City are hereby authorized to prepare and furnish to Bond Counsel certified copies of all proceedings and records of the City relating to the Series 2026 Bonds and such other affidavits and certificates as may be required to show the facts relating to the Series 2026 Bonds as such facts appear in the books and records in the officers' custody and control or as otherwise known to them. All such certified copies, affidavits and certificates, including any heretofore furnished, shall constitute representations of the City as to the truth of all statements contained therein.

2.06 The Series 2026 Bonds shall not constitute an indebtedness, a pecuniary liability, a moral or general obligation, a loan of the credit of the City or a charge, lien or encumbrance, legal or equitable, upon any property of the City, except the revenues specifically pledged to the payment thereof, and each Series 2026 Bond, when, as and if issued, shall recite in substance

that such Series 2026 Bond, including interest thereon, is payable solely from the revenues and property specifically pledged to the payment thereof, and shall not constitute a debt or pecuniary liability of the City.

2.07 In the absence of the Mayor or the City Clerk, any of the documents authorized by this Resolution to be executed and delivered may be executed and delivered by the acting or deputy Mayor or City Clerk, respectively.

This Resolution shall be effective immediately upon its adoption.

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

_____
PRESIDENT OF THE COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF _____, 2026.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

K.1

REQUEST FOR ACTION

Creating Chapter 5-24 Relating to Film Permits

MEETING DATE:
March 16, 2026

ORIGINATING DEPT:
City Attorney's Office

AGENDA SECTION:
Ordinance Second Readings

PRESENTER:
Michael Spindler- Krage

Action Requested:
Adopting the proposed Ordinance creating Chapter 5-24 Relating to Film Permits.

Report Narrative:
The proposed Film and Photography Permit Ordinance establishes a clear, predictable process for film, television, and commercial media productions seeking to operate on City property or within the public right-of-way in Rochester. Jurisdictions that provide defined application requirements, insurance standards, and review timelines are significantly more attractive to production companies and location scouts, particularly because filming locations are often selected on short timelines—typically within ten (10) to fourteen (14) days.

To ensure Rochester remains competitive in attracting these opportunities, City staff worked in coordination with Experience Rochester and the State of Minnesota's Explore Minnesota office to develop a permit framework aligned with statewide best practices. Both organizations support the implementation of this ordinance and view it as a positive step toward expanding Rochester's visibility in Minnesota's growing film and media economy.

With the adoption of this ordinance, Rochester would become approximately the nineteenth (19th) city in Minnesota to operate under a formal film permit system, joining cities such as Duluth, St. Paul, Minneapolis, Austin, St. Cloud, Northfield, and Bloomington. Establishing this framework ensures Rochester can be efficiently considered for filming projects that bring visitors, investment, and exposure to the community

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

Policy Considerations & DEI Impact:
Film and media productions generate broad-based economic activity that benefits hotels, restaurants, catering companies, equipment rental firms, transportation providers, and local labor.

These impacts affect a wide range of businesses, including small, locally owned enterprises.

Increased filming also promotes Rochester as a diverse, welcoming, and dynamic community, helping to attract visitors, future residents, and investment. By lowering administrative barriers and clarifying expectations, the ordinance supports equitable access for productions of varying sizes and helps ensure

that economic opportunities associated with filming are more accessible and predictable.

Prior Legislative Actions & Community Engagement:

Development of this ordinance has included sustained collaboration with City departments and tourism partners:

- **November 12, 2025:** City staff, Experience Rochester, and Explore Minnesota met via Microsoft Teams to discuss the structure and best practices of film permitting in Minnesota and to outline a framework suitable for Rochester.
- **December 8, 2025:** During the Experience Rochester General Update to City Council, the organization identified the creation of a film permit program in 2026 as a priority for increasing Rochester's visibility and tourism activity.
- **December 22, 2025:** A draft version of the ordinance was provided to City Staff, Experience Rochester, and Explore Minnesota for review, feedback, and suggested refinements.
- **January 7, 2026:** City staff and Experience Rochester reviewed a draft of the Film Permit Ordinance, including amendments and operational improvements, during a Microsoft Teams meeting prior to Council consideration.
- **January 21, 2026**: Council Meeting - Ordinance content approval.
- **February 18, 2026:** Council Meeting - Ordinance First Reading.

Fiscal & Resource Impact:

The film permit process will be administered by the Office of the City Clerk using existing staff resources. An application fee of $125 per application will be assessed to help partially offset administrative costs. The ordinance also provides for reimbursement of any direct City services required for filming, such as police, fire, or traffic control.

The broader fiscal benefit is expected to come from the economic activity generated by film and media productions operating in Rochester, including lodging, dining, and other local spending.

Alternative Action(s):

No alternative actions are recommended at this time.

Prepared By:

Christiaan Cartwright

Attachments:

Proposed Ordinance - Chapter 5-24 Film Permits

ORDINANCE NO. ____

AN ORDINANCE CREATING AND ENACTING CHAPTER 5-24 OF TITLE 5 OF THE ROCHESTER CODE OF ORDINANCES RELATING TO FILM PERMITS.

THE COMMON COUNCIL OF THE CITY OF ROCHESTER ORDAINS:

Section 1. Chapter 5-24 of the Rochester Code of Ordinances is hereby created and enacted to read as follows:

5-24. FILM PERMITS

Sec. 5-24-1. Definitions.

For purposes of this section, the following words and phrases shall have the meanings set forth below:

Applicant means the individual or entity submitting an application for a film or photography permit, including any authorized agent.

City property means any real property, facility, park, street, building, or parking area owned, leased, or controlled by the City.

Commercial filming or photography means filming, videotaping, recording, or still photography conducted for commercial purposes, including but not limited to advertising, marketing, corporate promotion, monetized distribution, or paid production services.

Film or photography activity means the use of motion picture cameras, video cameras, sound recording equipment, lighting, sets, props, generators, production vehicles, or related equipment in connection with a production.

Harm means any actual, attempted, or reasonably foreseeable injury, damage, or adverse effect resulting from an act, omission, or exposure, including but not limited to:

1. Physical injury**,** including death, bodily injury, illness, impairment of physical condition, disfigurement, pain, or loss of bodily function, whether temporary or permanent;
2. Incapacitation or impairment**,** including loss of consciousness, sensory impairment, motor impairment, or reduced ability to defend oneself or perform ordinary activities;
3. Chemical, thermal, electrical, or mechanical injury**,** including burns, poisoning, asphyxiation, laceration, blunt force injury, or similar effects;
4. Property damage**,** including destruction of property, loss of use, or damage that creates a risk of physical injury to persons;

5. Risk-creating conduct, meaning conduct that creates a substantial and objectively measurable risk of physical injury or death to any person, whether or not injury ultimately occurs.

Harm exists regardless of intent, motive, or justification, and includes injury or damage that is direct, indirect, cumulative, or delayed in manifestation.

Permit administrator means the City Clerk or other City official designated by the City Administrator.

Public right-of-way means streets, sidewalks, alleys, trails, boulevards, and other public ways or easements.

Small-scale activity means filming or photography using only handheld or tripod-mounted equipment, without artificial lighting stands, props, sets, exclusive use of space, obstruction of pedestrian or vehicular traffic, or City services. Any filming or photography, regardless of the equipment used, that extends beyond 30 minutes does not fall under this definition and requires a permit.

Weapons means any object, device, instrument, material, substance, or combination thereof that **is** designed, adapted, modified, or capable by its physical characteristics or manner of use **of** causing death, serious bodily injury, or significant physical harm to a person, or substantial damage to property, regardless of the possessor's or user's intent**.**

The term includes, but is not limited to:

1. Firearms, imitation firearms, and firearm components, whether operable or inoperable;
2. Knives, blades, cutting or stabbing instruments, clubs, batons, bludgeons, or striking implements;
3. Explosive devices, incendiary devices, fireworks used in a hazardous manner, and their components;
4. Chemical agents, gases, sprays, or substances capable of causing injury, incapacitation, or harm;
5. Projectile-launching devices, including air guns, pellet guns, slingshots, bows, and crossbows;
6. Any tool, household item, sporting equipment, or otherwise lawful object when possessed, carried, displayed, or used in a manner that renders it capable of causing harm as defined in this Ordinance.

Sec. 5-24-2 - Permit required.

1. A film or photography permit is required prior to conducting any film or photography activity that:
   a. Uses City property;
   b. Requires exclusive or priority use of public space;
   c. Obstructs, restricts, or closes any portion of the public right-of-way;
   d. Utilizes amplified sound, large lighting equipment, generators, or production staging; or

e. Requires City services, including but not limited to police, fire, traffic control, barricades, parking enforcement, or public works support.

2. Filming or photography conducted entirely on private property does not require a permit under this section unless it also triggers one or more conditions listed in subsection 5-24-2 (1)(d) and (e).

Sec. 5-24-3 - Exemptions.

A permit is not required for the following activities, provided no City services or right-of-way restrictions are required:

1. Bona fide news gathering and reporting by recognized media organizations.
2. Small-scale activity as defined in subsection 5-21-1 (7)
3. Filming or photography conducted by or on behalf of the City or another governmental entity for official purposes.
4. Personal, non-commercial photography or filming conducted in areas open to the general public.

Nothing in this section shall be construed to regulate the content or viewpoint of any expressive activity.

Sec. 5-24-4 - Permit application.

1. Applications shall be submitted to the permit administrator on forms prescribed by the City.
2. Applications shall be submitted not less than **ten business days** prior to the first date of filming, unless waived by the permit administrator for good cause.
3. An application shall include, at minimum:
   a. Applicant contact information and on-site responsible party;
   b. Description of the proposed activity, dates, times, and locations;
   c. Estimated number of participants, crew, and vehicles;
   d. Site plans, parking plans, and traffic control plans, if applicable;
   e. Description of any special effects, stunts, weapons, pyrotechnics, or animals;
   f. Requested City services; and
   g. Proof of required insurance pursuant to this chapter.

Sec. 5-24-5 - Review and approval.

1. The permit administrator may circulate the application to affected City departments for review and comment.
2. A permit may be approved, approved with conditions, or denied based on the following criteria:
   a. The ability to conduct the activity safely;

b. Impacts on traffic, emergency response, and access to property;
c. Compatibility with scheduled City uses and operations;
d. Compliance with insurance and indemnification requirements; and
e. Prior violations or unpaid fees related to film or photography permits.

3. The permit administrator may impose reasonable conditions to mitigate impacts, including limitations on hours, noise, lighting, parking, and site restoration.

Sec. 5-24-6 Fees.

1. The fee for a license shall be established as part of the fee schedule adopted by the common council.
2. The applicant shall be responsible for reimbursement of all actual City costs incurred in connection with the permitted activity, including personnel, equipment, and materials.
3. The City may require a refundable deposit to secure anticipated costs or potential damage.

Sec. 5-24-7 Insurance.

1. Prior to permit issuance, the applicant shall provide proof of commercial general liability insurance with limits of not less than **$1,000,000 per occurrence**, or such higher limits as may be required based on risk.
2. The City shall be named as an additional insured on the policy.
3. The applicant shall indemnify and hold harmless the City, its officials, employees, and agents from any claims arising out of the permitted activity, except to the extent caused by the City's sole negligence.

Sec. 5-24-8 - Compliance.

1. A permit shall be kept on site and made available upon request by City staff.
2. The applicant shall comply with all permit conditions and all applicable laws and regulations.

Sec. 5-24-9 Suspension or revocation.

The permit administrator or on-scene public safety official may suspend or revoke a permit if:

1. Permit conditions are violated.
2. Material misrepresentations were made in the application.
3. The activity poses an immediate threat to public safety; or
4. Required insurance lapses or fees remain unpaid.

Sec. 5-24-10 - Appeals.

Any denial, suspension, or revocation may be appealed in writing to the Office of the City Clerk within ten business days of the action. A timely appeal from a suspension or revocation shall not stay the suspension or revocation.

Sec. 5-24-11 - Violations.

Any person or entity who engages in filming or photography requiring a permit as outlined in this chapter is subject to an Administrative fine per violation. This process will be governed by Chapter 1-2 of the Rochester Code of Ordinances. Violations of this chapter can be deemed petty misdemeanors.

Section 2. This ordinance shall become effective from and after its publication.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF

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

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF _____, 2026.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

Ord25/Chapt.5-24 FilmPermits.docx

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

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

MEETING DATE:
March 16, 2026

ORIGINATING DEPT:
Community Development

AGENDA SECTION:
Ordinance Second Readings

PRESENTER:
Michael Spinder-Krage

Action Requested:
Adopting an Ordinance approving Zone Change No. CD2025-006ZC, by Oak Grove RST LLC, amending the zoning designation on a 13-acre site from AG (Agriculture) to R-1 (Mixed Use Single Family).

Report Narrative:
The applicant is proposing a Zoning Map Amendment that would amend the zoning of a 13-acre site from AG to R-1 at the site located west of Highway 63 and north of 60th St SW. The applicant has concurrently submitted the subject Zone Change application (CD2025-006ZC), a General Development Plan (CD2025-005GDP), and a Major Land Subdivision (CD2025-041PLAT), intending to provide 37 residential lots and two outlots. The subject site currently has a Low-Density Residential Comprehensive Plan Land Use Designation. Both the existing AG and proposed R-1 are districts that are compatible with the Low-Density Residential Land Use Classification. Presently, there is no existing or prior development of the site. The description of each Zoning District is provided within Section 60.200.030 of the Unified Development Code (UDC).

The Development Review Team supports the approval of CD2025-006ZC, as the proposed zoning district will be consistent with the proposed underlying Low Density Residential land use designation, Core Principals, and Implementation Strategies of the Comprehensive Plan. The Low-Density Residential land use is generally characterized as areas intended primarily for standard lot single-family and small lot single-family residential development, attached dwelling units (up to fourplex structure and attached townhomes), and, where appropriate, other uses of similar character and intensity.

Priorities & Foundational Principles:
Inclusive Growth Management
Housing Access

Policy Considerations & DEI Impact:
The addition of additional units that can be developed under the R-1 zone aligns with the Comprehensive Plan objectives to increase housing choice in the area and will help address current housing deficits within the City.

Prior Legislative Actions & Community Engagement:
October 28, 2025: Neighborhood Information Meeting held.
November 29, 2025: Public Hearing Notice mailed and published in the newspaper.
December 10, 2025: Planning and Zoning Commission Public Hearing.

December 19, 2025: Council Public Hearing Notice mailed and forwarded for publication in the newspaper.
January 5, 2026: City Council - Approval of Zone Change No. CD2025-006ZC
February 18, 2026: City Council - First Reading of Zone Change No. CD2025-006ZC

Fiscal & Resource Impact:

All development costs will be the responsibility of the developer.

Alternative Action(s):

No alternative actions are proposed at this time.

Prepared By:

Edward Caples

Attachments:

Ordinance - CD2025-006ZC

ORDINANCE NO. _____

ORDINANCE REZONING APPROXIMATELY 13 ACRES OF LAND LOCATED WEST OF HIGHWAY 63 AND NORTH OF 60TH STREET SW, IDENTIFIED BY PIN (045418) FROM AG (AGRICULTURE) TO R-1 (MIXED USE SINGLE FAMILY) AND AMENDING ORDINANCE NO. 4478, KNOWN AS THE UNIFIED DEVELOPMENT CODE OF THE CITY OF ROCHESTER, MINNESOTA.

THE COMMON COUNCIL OF THE CITY OF ROCHESTER DO ORDAIN:

Section 1. Upon public hearing duly noticed and held, Ordinance No. 4478 as amended, known as the Unified Development Code of the City of Rochester, Minnesota, is hereby further amended as follows:

The Zoning Map of the City of Rochester as adopted by said Ordinance No. 4478 establishing the various zoning districts and boundaries thereof is amended by rezoning the following described lands to the district indicated:

R-1

That part of the Southwest Quarter (SW1/4) of Section No. Thirty-five (35), Township One Hundred Six (106), Range Fourteen (14) described as commencing at the Southeast corner of Lot Eleven (11) of Steffenson's First Sub-division for a place of beginning, thence North along the East line of said Lot Eleven (11) and as extended, Nine Hundred Ninety (990) feet, thence West, Six Hundred Sixty (660) feet, thence South Nine Hundred Ninety (990) feet to a point in the South line of said Lots Eleven (11) and Twelve (12), if

extended, which is Six Hundred Sixty (660) feet West of the place of beginning, thence East to the place of beginning. This description includes Lots Eleven (11) and Twelve (12) of Steffenson's First Sub-division, in the City of Rochester, Olmsted County, Minnesota.

EXCEPTING:

Lots 11 and 12, STEFFENSON'S FIRST SUB-DIVISION, according to the plat thereof on fire at the County Recorder's Office, Olmsted County, Minnesota.

Section 2. EFFECTIVE DATE. This ordinance shall become effective upon the date of its publication.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF

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

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF _____, 2026.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

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AIRLINE OPERATING AGREEMENT

THIS AIRLINE OPERATING AGREEMENT ("Agreement") is hereby entered into between the CITY OF ROCHESTER (the "City") and the ROCHESTER AIRPORT COMPANY (collectively with the City, the "Company") and UNITED AIRLINES, INC. (the "Airline" and collectively with the Company, the "Parties" and each, a "Party") as of _____, 202_ (the "Effective Date").

RECITALS

WHEREAS, the Company operates the Rochester International Airport ("Airport") on behalf of the City;

WHEREAS, Airline desires to establish new air service at the Airport beginning on April 30, 2026;

WHEREAS, the Company desires for Airline to establish such new air service;

WHEREAS, the Company previously entered into an Airline Use and Lease Agreement ("AULA") with certain air carriers operating at the Airport that established rates and charges and other terms and conditions for the use of the Airport by air carriers;

WHEREAS, the AULA is attached hereto as **Exhibit A**;

WHEREAS, the AULA expired on December 31, 2018 and the air carriers operating at the Airport, as of the Effective Date of this Agreement, are operating on a month-to-month holdover basis pursuant to the terms and conditions in the AULA;

WHEREAS, the Parties intend to commence negotiations, along with any other interested air carriers operating or requesting to operate at the Airport, for a new Airline Use and Lease Agreement ("New AULA") that would replace the form of the AULA and establish new rates and charges and other terms and conditions for the use of the Airport by air carriers therein;

WHEREAS, the Parties anticipate such negotiations will commence in 2026 but may not conclude prior to Airline's anticipated start of air service at RST;

WHEREAS, if the Parties have not reached agreement on a New AULA prior to April 30, 2026 that would govern Airline's use of the Airport on a longer term basis, the Parties agree that Airline may commence operating at the Airport on April 30, 2026 (the "Commencement Date") subject to the terms and conditions of this Agreement;

NOW, THEREFORE, the Parties agree to the following:

AGREEMENT

1 Recitals. The recitals above are incorporated herein by reference as if set forth below.

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2 Incorporation of AULA Terms and Conditions. During the Term (defined below), Airline agrees that it shall comply with the terms and conditions in the AULA attached hereto as **Exhibit A**, as if it were a Signatory Airline thereunder, except as explicitly modified by Sections 3, 4, or 5 herein. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the AULA.

3 Term. Article IV (*Base Term, Option, and Holdover*) of the AULA shall not apply to Airline. Instead, the term (" Term") of this Agreement shall begin on the Commencement Date and continue on a month-to-month basis unless and until terminated by either Party for any reason with at least thirty (30) days' prior written notice to the other Party; provided that, if not earlier terminated, this Agreement shall automatically terminate upon the date on which a New AULA entered into between the Parties becomes effective.

4 Airline Premises. Airline's Premises shall include the 650 square feet of ticket counter space, 259 square feet of office space, and 563 square feet of operations space assigned to Airline as Preferential Use Premises, and 596 square feet of covered storage, all as further described and depicted in **Exhibit B**. Airline shall also have the shared use, in common with others, of the Joint Use Space described on **Exhibit B**, which consists of aircraft parking positions, holdrooms, and baggage handling systems.

5 Rentals, Fees, and Charges. Airline shall pay rentals, fees, and charges for the use of the Airport as set forth in Article V (*Rates, Fees, Charges and Payment Terms*) of the AULA on the terms and conditions therein. Airline shall pay fees for its use of the Preferential Use Premises and Joint Use Space at the Square Footage Rate established by the Company as set forth in the AULA, which as of the Commencement Date is $27.26 per square foot. Airline acknowledges that, pursuant to Article IV (*Base Term, Option, and Holdover*) of the AULAs entered into between the Company and the other air carriers operating at the Airport, the Company may adjust the methodology by which it calculates airline rates and charges at the sole discretion of the Company while such air carriers remain in holdover, in compliance with all applicable laws.

6 Subordination. Airline agrees that this Agreement shall be subject and subordinate to the provisions of any existing or future agreements between the Company and the United States of America, relative to the operation and maintenance of the Airport, the terms and execution of which have been or may be required as a condition precedent to the expenditure by or reimbursement to the Company or the County of Federal funds for the development of the Airport ("Grant Assurances"). In the event that this Agreement, either on its own terms or by any other reason, conflicts with or violates any such Grant Assurances, the Company has the right to amend, alter, or otherwise modify the terms of this Agreement in order to resolve such conflict or violation.

7. Federally Required Provisions. Airline acknowledges that the Company is required by the FAA under the terms of its Grant Assurances to include in this Agreement certain required contract provisions, included as **Exhibit C** hereto ("Required Federal Provisions"). Airline agrees to comply with the Required Federal Provisions and, where applicable, include the

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Required Federal Provisions in each of its subcontracts without limitation or alteration. Airline acknowledges that a failure to comply with the Required Federal Provisions constitutes an event of default. Airline further acknowledges that the FAA may from time to time amend such required contract provisions and agrees that the Company may unilaterally modify the Required Federal Provisions solely to the extent such modification is necessary to comply with its Grant Assurances by providing Airline with prompt notification of such modification.

8 Severability. In the event any provisions of this Agreement shall be deemed invalid or unenforceable, the remaining provisions shall continue in force and effect and shall be binding upon the Parties in this Agreement.

9 Entire Agreement. This Agreement, including all exhibits and attachments hereto, constitutes the entire agreement between the Parties on the subject matter hereof and may not be changed, modified, discharged, or extended except by written instrument duly executed by the Company and Airline. This Agreement supersedes all prior agreements and understandings, written and oral, expressed, or implied, between the Company and Airline related hereto. Airline agrees that no representations or grant of rights or privileges shall be binding upon the Company unless expressed in writing in this Agreement.

[Signature Page(s) to Follow]

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IN WITNESS WHEREOF, the Parties have set their hands and seals as of the date first written above.

CITY OF ROCHESTER, MN

Signature:

_____

Mayor Kim Norton

Signed by City Clerk:

_____

ROCHESTER AIRPORT COMPANY,
a Minnesota corporation

Signature:

_____

Print Name:

_____

Print Title:

_____

UNITED AIRLINES, INC.

a Delaware corporation

Signature: DocuSigned by: Frannie Levar 004B92E3AD634C2...

_____

Print Name: Frannie Levar

_____

Print Title: Managing Director, Airport Affairs

_____

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EXHIBIT A

AIRLINE USE AND LEASE AGREEMENT

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UNITED
CONTRACT
185161

AIRLINE USE AND LEASE AGREEMENT

THIS AGREEMENT is made this 1st day of June, 2017, by and between the CITY OF ROCHESTER and the ROCHESTER AIRPORT COMPANY, (hereinafter referred to collectively as "Lessor"), and United Airlines, Inc., a Delaware corporation (hereinafter referred to as "Airline"), with reference to the ROCHESTER INTERNATIONAL AIRPORT, (hereinafter referred to as "Airport"), located in Olmsted County, Minnesota.

W I T N E S S E T H:

NOW, THEREFORE, for and in consideration of the Premises and of the mutual covenants and agreements herein contained, and other valuable considerations, the receipt and sufficiency of which is hereby acknowledged, and in replacement of any other previous leases or agreements between the parties, the parties agree as follows:

ARTICLE 1 - DEFINITIONS

The following words, terms and phrases, or any derivations thereof wherever used in this Agreement, shall for the purpose of this Agreement have the meanings respectively ascribed to them in this Article.

A. "Affiliate Airline" shall mean any (i) contract airline that operates flights under the designator code of the Signatory Airline, as designated in writing by such Signatory Airline from time to time, (ii) party that operates under essentially the same trade name, or uses essentially the same livery, as the Signatory Airline at the Airport, or (iii) party controlling, controlled by, or under common control with the Signatory Airline. Affiliate Airline shall have the rights afforded the Signatory Airline without payment of any additional charges or premiums provided the Signatory Airline (a) remains a Signatory to this Agreement, (b) agrees and shall be obligated to serve as a financial guarantor for all landing fees and related charges incurred by any Affiliate Airline of the Signatory Airline at the Airport, and (c) has executed an Operating Agreement-Affiliate Airline with Lessor. A Signatory Airline and any designated Affiliate Airline shall be counted as one airline for the purposes of computing any Joint Use charges provided the Affiliate Airline has executed an Operating Agreement-Affiliate Airline with Lessor; provided however, that the Signatory Airline shall be responsible for the actions and any and all charges of (including the payment of any activity fees incurred by) any such designated Affiliate Airline while such designated Affiliate Airline operates at the Airport. If an Affiliate Airline operates at Airport without an executed Operating Agreement, the Affiliate Airline will not be considered Signatory for the purposes of payment of rates, fees, and charges.

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B. "Airline" shall mean any Signatory Airline who has executed an Airline Use and Lease Agreement with the Lessor.

C. "Airport" shall mean the Rochester International Airport.

D. "Airport Executive Director" shall mean the Airport Executive Director for the Airport or such other individual designated as having the authority of the Airport Executive Director by the Lessor.

E. "Base Term" shall mean the time period for the initial Agreement.

F. "Fiscal Year" shall mean calendar year, such twelve (12) month period beginning on January 1 of any year and ending on December 31, of the same year.

G. "Force Majeure" shall mean factors or circumstances beyond the reasonable control of that party, whether or not foreseeable, including, but not limited to, strikes, boycotts, labor disputes, embargoes, shortages of energy or materials, acts of God, acts of the public enemy, weather conditions, riots, rebellion, sabotage, war, or terrorism.

H. "Ground Handler" shall mean any employees or contractors, not employees of Airline, who perform ground handling services on behalf of Airline at the Airport. Services include, but are not limited to, the processing of passengers, mail, cargo, de-icing services and other servicing of the aircraft. All Ground Handlers must execute an Operating Agreement- Ground Handler with the Lessor in order to be authorized to perform service at the Airport. Ground Handlers must remain in compliance with the terms and conditions of the Operating Agreement- Ground Handler in order to perform services on behalf of Airline at the Airport. Airline shall be responsible for all actions and obligations of any Ground Handler who continues to operate at the Airport following a cancellation of an Operating Agreement- Ground Handler following cancellation or termination and continues to provide services to the Airline.

I. "Holdover" shall mean the continuation of the Agreement beyond the Base Term and/or the Option Term under the terms and conditions contained in this Agreement on a month to month basis.

J. "Joint Use Formula" shall mean the formula used to prorate the rental charges for the Joint Use Space, if applicable, one hundred percent (100%) based on the total enplanements reported by Airline and its designated Affiliate Airline(s). For purposes of calculation of the Joint Use Formula allocation, Non-Signatory passengers will be included and charged at the Non-Signatory rate. Non-Signatory revenues received will be credited against the Signatory requirement in the Joint Use Space calculation.

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K. "Joint Use Space" shall mean, at any time, the Premises leased and used in common by Airline and one or more other Airlines, as more particularly set forth on Exhibit A, as the same may be amended from time-to-time. Joint Use Space is not anticipated to be considered until the terminal renovation project commences which is expected in 2017.

L. "Landing Fees" shall mean those amounts payable by Airline which shall be calculated with respect to each one thousand (1,000) pounds of Maximum Gross Landing Weight as certified by the FAA, for actual landings of aircraft by type operated by Airline and/or Airline's designated Affiliate Airline(s) at the Airport; provided that Landing Fees shall not be payable when an aircraft returns to the Airport due to adverse weather conditions after take-off from the Airport, mechanical problems, or other emergency or precautionary reasons.

M. "Minimum Standards" shall mean the rules and standards adopted by the Lessor, subject to amendment from time to time, that identify minimum requirements and operating standards for operating aeronautical services on the Airport.

N. "Non-Signatory Airline" shall mean any airline providing commercial air transportation services to the Airport which has not executed an Airline Use and Lease Agreement on the same or similar terms and conditions as are set forth herein. Airport shall cause all Non-Signatory Airlines to be charged one hundred twenty five percent (125%) of all rates, fees, and charges applicable to Signatory Airlines for operating at the Airport.

O. "Operating Agreement- Affiliate Airline" shall mean the Agreement entered into between the Lessor and the Affiliate Airline where contractual terms including, but limited to, the liability, insurance, and indemnification are identified.

P. "Operating Agreement- Ground Handler" shall mean the Agreement between the Lessor and the third party Ground Handler for services provided to Airline and to establish the contractual relationship for which Ground Handler is authorized to occupy the space leased by Airline.

Q. "Operation and Maintenance Costs" for the passenger terminal building shall include costs of providing and maintaining heating; ventilation; air conditioning; floor and ceiling covering, finishes, and maintenance; doors and locks; windows and window coverings; landscaping adjacent to the passenger terminal building; exterior lighting; snow and ice removal of the sidewalks adjacent to the passenger terminal building; garbage collection; janitorial services in common, Joint Use Space, and public spaces; Joint Use Space electricity, if applicable; electrical systems; water and water systems; sewer; general maintenance and supplies; allocated costs associated with communications systems; lighting equipment, and fixtures; utility systems; amortization and/or depreciation of eligible Airport funded improvements; premiums for insurance; utilities furnished by the Airport; management expenses; personnel expenses; general supplies; and other services to which the Airport Executive Director

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shall reasonably agree. The responsibility for providing such services and such maintenance is indicated in Exhibit C, attached and incorporated herein by reference, and the identified parties shall bear the costs thereof in consideration for the payments to be made pursuant to the provisions of Article V hereof. The Airline will at all times maintain its Preferential Use Space in a neat, clean, safe and orderly condition, in keeping with the general decor of the area in which the space is situated, and that it will perform those maintenance or services shown on said Exhibit B as Airline's responsibility at its own cost. Airline shall have primary responsibility to remove snow and ice from the apron area immediately adjacent to the aircraft to create a safe condition for all operations. If aircraft is ground loaded, Airline shall have the responsibility to clear the pathway between the terminal door and aircraft door.

R. "Option Term" shall mean the extension term of the Agreement following the Base Term as called for herein if executed by both parties.

S. "Passenger Facility Charge" or "PFC" shall mean any Passenger Facility Charge which Airport may impose upon passengers enplaning at the Airport pursuant to 14 CFR Part 158, as it may be amended or superseded from time-to-time.

T. "Preferential Use Space" shall mean space identified in Exhibit A, leased by Airline, including all obligations as defined in this Agreement, for which Airline has the priority use over other Airlines

U. "Premises" shall mean Airline's Preferential Use Space and Joint Use Space (if applicable).

V. "Project Costs" mean any and all costs of construction to be paid by the Airport with funds of the Airport for the passenger terminal building, related facilities, improvements and any and all incidental administrative, legal, planning, permitting, and construction management expenses including but not limited to architectural, engineering, project management, soil and foundations exploration, laboratory and field testing of materials and their placement, inspection, reproduction of project documents, insurance premiums and advertisement fees for construction bidding.

W. "Signatory Airline" shall mean any Airline who has executed this Agreement or an Agreement substantially similar in form to this Agreement.

X. "Square Footage Rate" shall mean the rent per square foot that the Lessor calculates and charges to Airline including Operation and Maintenance Costs and any ineligible capital costs attributed to applicable terminal projects for the leasing of Preferential Use Space and Joint Use Space, if applicable.

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Y. "Terminal Renovation Project" shall mean the proposed project that will reallocate the current square footage and consolidate commercial operations in the ticketing, baggage make up, baggage claim, and gate holdroom areas.

ARTICLE II - ROCHESTER AIRPORT COMPANY

It is expressly understood that the City of Rochester has appointed the Rochester Airport Company as its agent to manage and operate the Airport pursuant to the terms of an Airport Operating Agreement dated January 1, 1996 and subsequently extended by Agreement dated December 31, 2005. Until Airline is notified in writing that said Agreement or its extension has been terminated, Airline shall consider the Rochester Airport Company as agent of the City of Rochester for the purposes of this Agreement and Airline shall pay all rentals, fees and charges due Lessor under this Agreement to the Rochester Airport Company. Upon notification to Airline of the termination of said agency, this Agreement shall continue in effect according to its terms except that the Rochester Airport Company shall have no further obligations or rights whatever under this Agreement.

ARTICLE III – PREMISES AND AUTHORIZED USES

Lessor does hereby demise and let unto Airline, and Airline does hereby lease and take from Lessor, certain Premises and facilities, rights, licenses, and privileges on and in connection with the property and improvements of Lessor specified as said Airport, as more particularly hereinafter set forth herein.

The use, in common with others authorized so to do, of the Airport and all appurtenances, facilities, improvements, equipment and services which have been or may hereafter be provided thereat, such use to include without limiting the generality hereof, the following rights, licenses and privileges:

The operation of a transportation system by Airline; the repairing, maintaining, conditioning, servicing, parking or storage of aircraft or other equipment operated by Airline and its designated Affiliate Airline(s); the landing, taking off, parking, loading and unloading of aircraft or other equipment; the right to load and unload persons, property and mail at the Airport by such means of conveyance as Airline may desire, with the right to designate the carriers who shall transport Airline's cargo, express, passengers and their baggage to and from the Airport; the right to install and operate advertising signs in its Preferential Use Space, the general type and design of such signs to be subject to the prior written approval of Lessor's Executive Director; the right to install, maintain and operate radio, communications, meteorological and aerial navigation and such other equipment and facilities in, on and about the Airline's Preferential Use Space herein leased as may be necessary or convenient for Airline's and its operations; and the conduct of any other business or operation reasonably necessary to the proper conduct and operation by Airline

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and its of its air transportation system. The operating, repairing, maintaining, servicing, parking or storage of aircraft, ground service equipment or other equipment owned or operated by Airline, Affiliate Airline(s), or authorized Ground Handler; provided, however, that this Section shall not be intended to require the Lessor to provide hangar space.

The training at the Airport of personnel in the employ, to be employed, or under contract to Airline and the testing of aircraft and equipment owned or operated by the Airline, Affiliate Airline(s), or authorized Ground Handler, it being understood that such training is not to be construed as the right to establish or operate a training school as a separate activity.

The right to sell, exchange, or otherwise dispose of Airline's aircraft, engines, accessories, gasoline, oil, greases, lubricants, fuel, and other equipment or supplies, including any article or goods used by or bought for use by Airline in connection with its conduct of air transportation; provided, that such rights shall not be construed as authorizing the conduct of a separate business by Airline, but shall permit Airline to perform such functions as are incidental to its conduct of air transportation, and further provided that Airline shall not sell gasoline, fuel, propellants, greases and other lubricants except to an Affiliate, or except when the same are at a particular grade or quality not otherwise available at the Airport.

During the Term of this Agreement, Lessor and Airline acknowledge that the Lessor will implement a capital improvement project that will consolidate the current space allocation for passenger airlines into a revised layout that will convert the baggage make up, baggage claim, and gate holdroom space from Preferential Use Space to Joint Use Space. Prior to the Lessor making the space adjustment, the current space allocations will remain and rentals will be charged based on the current square footage occupied as identified in Exhibit A. Upon commencement of the Terminal renovation Project and the consolidation of the Airlines into the revised space allocation, the Preferential Use Space allocation will be revised and Airline charged shall include the Preferential Use Space or Joint Use Space following the Terminal Renovation Project for passenger holdrooms and passenger loading bridges as shown on Exhibit B attached hereto and made a part hereof. Lessor intends to reallocate space in the Terminal Building during the Term of this Agreement and consolidate the ticketing, baggage make up, and baggage claim under the Terminal Renovation Project. At that point the square footage allocation identified in Exhibit B will be adjusted and the baggage make up, baggage claim and gate holdrooms will convert from Preferential Use Space to Joint Use Space and the calculated Square Footage Rate will be charged and allocated according to methodology contained herein. Ticketing, ticketing queuing, and airline office and operations space will be designated as Preferential Use Space and will be charged the applicable Square Footage Rate to each Airline for the space occupied. The Airline has the non-exclusive use, in common with others, of adequate space and facilities adjacent to the Terminal Building consisting of designated ground service equipment staging space and aircraft parking area to permit the efficient taxiing, servicing, loading and unloading of aircraft operated by Airline and Affiliate Airline(s), adequate

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paving, fencing, remote aircraft parking areas, glycol storage areas, and proper lighting for the loading ramps and for other areas adjacent to the Terminal Building and used by passengers. Following the completion of the project, Exhibit B will be updated to reflect the actual square footage associated with the project and a revised Exhibit B will be substituted and made part of this Agreement.

The use, in common with others, of all public space in the Terminal Building including but not limited to vestibules, common circulation hallways, public seating, vertical transportation stairs, escalators, elevators, and public restrooms.

The full and free right of access and ingress to and egress from the premises and facilities leased under this Agreement for all purposes contemplated by this Agreement.

In order to accommodate any construction, remodeling, or improved utilization of the Premises, it is agreed that the Lessor may require the partial or complete relocation of Airline or the partial or complete substitution of other Premises than those demised during any period of construction and only so long as is necessary. In the event of such relocation or substitution, the Lessor will provide as comparable space as similar as possible and as reasonably contiguous to the unaffected Premises as possible. The cost of any such relocation or substitution shall be borne by the Lessor if part of the Terminal Renovation Project sponsored by Lessor. Rental square footage will be adjusted commensurate with the new space occupied and will be verified and adjusted if necessary following completion. There will be no abatement of rent if comparable space is provided during a temporary relocation.

ARTICLE IV – BASE TERM, OPTION, AND HOLDOVER

6/2/17

Subject to earlier termination as hereinafter provided, the Base Term of this lease shall be for a period of three (3) years commencing on January 1, 2016 and terminating at the close of business on December 31, 2018. The parties may mutually agree to extend the Base Term of the Agreement an additional three (3) year Option Term period provided that such agreement is achieved and an extension executed on or before one hundred eighty (180) days prior to the expiration of the Base Term. If the extension is not extended as identified, the Option Term will be cancelled and the Base Term will expire as called for herein. Any such extension under the Option Term shall be under the terms and conditions identified herein and rates, fees, and, charges will be adjusted annually as called for in this Agreement.

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6/30/2017

It is further agreed that, after the Base Term and any executed Option Term expires and if a new Agreement has not been executed or the available Option Term(s) not exercised, this Agreement shall continue in a Holdover condition on a month-to-month basis under the terms and conditions of this Agreement subject to the adjustment of rates and charges at the sole discretion of the

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Lessor. Either party may terminate when in Holdover for convenience with thirty (30) calendar days' notice.

ARTICLE V - RATES, FEES, CHARGES AND PAYMENT TERMS

Airline agrees to pay Lessor for the use of the premises, facilities, rights, licenses, services and privileges granted hereunder, rentals, fees, charges which will be established annually and effective commencing each January 1st through December 31st of each year of the Agreement and the Option Term if executed.

(A) Building Space Rental: Preferential Use and Joint Use Space in the Premises herein leased to the Airline shall be found on Schedule 1 for the current square footage allocation.

1. Square Footage Rate: The cost per square foot for rentable space shall be determined by adding all Operation and Maintenance Costs and applicable capital improvement project costs net of federal or state grants incurred by the Lessor and dividing said sum by the rentable square footage of the Premises.

2. Preferential Use Space: Commencing on June 1, 2017, and subject to adjustment on an annual basis beginning on January 1, 2018 and on January 1 of each year thereafter during the Term of this Agreement and Option Term, if executed, Airline agrees to pay Lessor the Square Footage Rate for the Preferential Use Space in the Premises identified in Schedule 1. The square footage will be adjusted upon commencement of the Terminal Renovation Project which is anticipated to commence approximately January 1, 2017. The estimated square footage is identified on Schedule 1. Upon completion of the project, Schedule 1 will be revised to identify the actual square footage ad a revised Schedule 1 will be substituted into this Agreement.

   Payment for the Preferential Use Space shall be invoiced monthly at a fixed amount by multiplying the annual Square Footage Rate times the amount of Preferential Use Space under lease to Airline resulting in the annual amount required divided by twelve (12) months. Payment is due and payable on the first day of the month for which space is being occupied.

3. Joint Use Space: For the existing terminal layout, it is agreed between the parties that all airlines shall have the right to have access to and to use in common with others the Joint Use Space identified on Exhibit A of this Agreement. This is subject to change during the Base Term of the Agreement based on the Lessor sponsored Terminal Renovation Project. Exhibit B will be amended without the

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requirement of a Lease Amendment provided Lessor advises Airline in writing of changes at least sixty (60) days prior to implementation of square footage changes and classification resulting from the Terminal Renovation Project. Commencing approximately January 1, 2017, and during the remainder of the Base Term of this Agreement, the Option Term if executed, Airline agrees to pay Lessor the Square Footage Rate for the Joint Use Space. The total Joint Use Space rent shall be calculated by multiplying the Square Footage Rate times the number of rentable square feet identified as Joint Use Space identified in Exhibit B. Signatory Airlines (including designated Affiliate Airline(s) who will be considered as one airline for purposes of this calculation) shall pay as a monthly fee on a pro rata basis for Airline's portion of the total Joint Use Space requirement. Each month, the amount due per Signatory Airline will be determined by taking the total monthly requirement and charge Airline for its proportionate share of the cost based on the total number of enplaned passengers reported by Airline and its designated Affiliate Airlines(s). Activity for total enplanements of Airline, designated Affiliate Airline(s), and any ground handled Non-Signatory airlines shall be reported to Lessor monthly on or before the tenth (10^{th}) day following the end of the month to which the activity is experienced.

Payment for the Joint Use Space for Airline and its Affiliate Airline(s) shall be made by the end of the month for which the charges are calculated and invoiced.

(B) Landing Fees

Commencing June 1, 2017 and subject to adjustment on an annual basis beginning on January 1, 2018 and on January 1 of each year thereafter during the Base Term of this Agreement, the Option Term if executed, Airline agrees to pay Lessor a landing fee for each one thousand pound units of certified maximum gross landed weight by aircraft type for all scheduled revenue flight arrivals of Airline and its designated Affiliate Airline(s) during each month as well as any diverted aircraft (aircraft that are scheduled to land at another airport but land at RST for unexpected reasons) for Airline that lands at the Airport. The Landing Fee shall be calculated by adding all direct and indirect costs associated with maintaining the runway, taxiways, and aircraft parking areas including, but not limited to; capital improvements less federal and state grants; utilities; snow removal; painting; maintenance and repairs; grounds maintenance; and all other costs associated maintaining the airfield: equipment; rentals; labor; fire-fighting and rescue service charges; and police charges, and dividing said sum by the total certified maximum gross landed weight by aircraft type for all scheduled and Non-Signatory landings.

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The Landing Fee charges shall not apply to courtesy, medical emergency, and other non-revenue ferry flights landing at the Airport by Airline and designated Affiliate Airline(s). The term "certified maximum gross landed weight" shall mean, for the purposes of this Agreement, the maximum gross landed weight approved by the Federal Aviation Administration for landing such aircraft type at the Airport. The landing fee will be adjusted annually in accordance with the terms and conditions of this Agreement following consultation with Airline.

For any training flights operated at the Airport, Airline agrees to pay Lessor one-half of the then applicable Landing Fee multiplied by the certified maximum gross landed weight. Airline shall report on a monthly basis all arrivals of Non-Signatory Airline aircraft handled by Airline ground handler and/or using Airline Leased Premises with the landing fee report. Lessor shall be responsible for collecting all applicable fees from the Non-Signatory Airline.

Airline shall submit a report on a form provided by the Lessor by the tenth (10^{th}) of the month following service a complete listing of all scheduled arrivals for Airline, designated Affiliate Airline(s), and any Non-Signatory Airlines handled by Airline. Payment for all landing fees for Airline and designated Affiliate Airlines will be due and payable by the end of month in which the Landing Fees are invoiced. Lessor shall collect landing fees from Non-Signatory Airlines directly.

In the event that the established Landing Fee is projected to vary by ten percent (10%) or more based on the landed weight and/or expenses attributed to the airfield, Lessor reserves the right to adjust the Landing Fee effective July 1 of each year of the Base Term, or Option Term if executed. Lessor will review the financial information as of June 1^{st} of each year and advise Airline of the need to modify the Landing Fee by June 15^{th}. Lessor will use its best efforts to organize a consultation with Airline prior to implementation on July 1^{st}.

Following the completion of the annual audit and approval of the audit by the Lessor, the Lessor may reconcile the actual results of the year against the current Landing Fee rate charged to the Airline for Landing Fees. Any overpayment by Airline as compared to the actual requirement of the current Landing Fee rate will be credited to Airline. All open invoices for the Airline to which the credit is issued will be applied against the Airline until such time the credit is fully applied. For underpayment by Airline as compared to the actual requirement, an invoice will be issued and the amount due and payable within thirty (30) days of the invoice date.

(C) Remote Aircraft Parking Fees

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For all aircraft parked in locations other than the designated gate parking positions, Airline shall pay to the Lessor a fee which will be established annually for the parking of aircraft for up to twelve (12) hour increments. Airline shall coordinate with the Executive Director, or designee, for the location of any such parking requirement.

All remote parking uses will be reported at the end of each month and included in the landing fee report on a form provided by the Lessor. Payment for all remote parking fees will be due and payable by the end of the month in which the remote parking uses are invoiced.

(D) Badging Fees

Airline shall pay to the Lessor a fee for all security badges issued to Airline and/or Airline Ground Handler for employees or contractors operating at the Airport. The cost of the badges will be established annually and subject to change. The cost may include the direct and indirect cost of background checks and issuance costs associated with the badges. Payment for badging fees shall be due and payable within thirty (30) calendar days of the invoice date. All badges must be returned to Lessor at the termination of employment of any badge holder.

(E) Taxes and Assessment - Airline shall be solely responsible paying all taxes, assessments, license fees and other governmental charges, if any, that may be validly levied, assessed or imposed upon that portion of the Preferential and Joint Use Space which Airline has preferential or joint use of including the buildings and improvements, or upon that portion of the leasehold which Airline has the preferential or joint use of. Airline shall not be considered in default for failure to pay such taxes, assessments or fees during such period as there is pending a legal proceeding to contest the validity or the amount of such tax or fee.

Airline shall have the right to contest in good faith the validity or amount of any tax, assessment, license fee, excise fee or other charge which it is responsible to pay under this Section and during such period of contest, no event of default shall exist by reason of the failure of Airline to pay such tax, assessment, fee or charge unless such failure shall have a negative effect upon the property or rights of Lessor, in which event Airline agrees to promptly pay the same upon notice of Lessor of said effect.

(F) Airline agrees to keep and maintain a complete set of financial books and records, kept according to accepted accounting practices at the Airport or shall make such records available within five (5) business days upon demand from the Lessor. Airline agrees to make those portions of said books and records reasonably

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necessary to determine the accuracy and validity of the reports referred to in Article IV to the Lessor and its representatives for inspection and review during normal business hours during the term of this Agreement and for three (3) years thereafter.

ARTICLE VI - AIRLINE'S PURCHASE OF OTHER SUPPLIES AND SERVICES

Airline shall have the full right of purchasing or supplying at the Airport its requirements of gasoline, fuel, lubricating oil, grease or any other materials or supplies from any person or company of its choice. Airline shall have the right to provide Ground Handling services with its own employees or to select a third party Ground Handler to operate out of the Premises leased by Airline provided the Ground Handler has been licensed to operate at the airport and has obtained a license to operate prior to the commencement of service. Regardless of the source of the Ground Handling services, Airline shall be responsible for the condition of the leased Premises and for compliance with the terms and conditions of this Agreement.

In the event that Airline wishes to purchase food, beverages or other supplies used in connection with the serving of meals, snacks, or beverages for distribution to passengers on the Premises from a supplier other than a supplier under a concession contract with Lessor, Airline expressly agrees that such an agreement shall require Airline to pay to the Lessor, in addition to other rents, fees and charges, a fee equal to the concession fee which would have been paid to the Lessor by the supplier under contract with Lessor. Lessor will grant an exception to this requirement in the event that the Lessor's designated concessionaire is not able to provide the quantity of food required in a reasonable timeframe to achieve a high level of customer service. Airline shall advise the Executive Director or designee in the event such a condition occurs.

ARTICLE VII - ENVIRONMENTAL LIABILITY

It is specifically agreed between the parties that Airline shall be responsible in all respects for Airline's use of, or Airline's generation of, or release or threatened release of any petroleum based substance or product, or any volatile organic compound, or any substance classified as a pollutant, contaminant, toxic or dangerous substance, solid waste or a "hazardous waste" by either the United States Environmental Protection Agency or the Minnesota Pollution Control Agency. Airline shall specifically be responsible for the disposition of all such waste or substances and for the environmental response activities and response costs, monitoring, or cleanup of any environmental condition deemed by those agencies, or either of them, to require environmental response, monitoring or cleanup activities of any kind whatsoever which arise out of Airline's use of, or generation of, such substances in its operations at the Airport. Airline specifically agrees that the obligations apply specifically to any costs or obligations of the Lessor or City arising out of such response, disposition and/or clean up, except in each case to the extent caused by the negligence or willful misconduct of Lessor or its officers, directors, agents or

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employees. The provisions of this Article shall survive the expiration, termination or early cancellation of this Agreement.

Airline, its contractors, employees, agents and invitees, shall familiarize themselves with and follow all applicable requirements of the Lessor's Spill Prevention Control and Countermeasure ("SPCC") Plans and Stormwater Pollution Prevention Plans ("SWPPPs") in connection with their use, storage, withdrawal, handling, consumption and transportation of all such materials, and shall otherwise use, store, withdraw, handle, consume and transport all such materials in compliance with all applicable laws, including, without limitation, those relating to protection of human health, worker safety and the environment.

ARTICLE VIII – LESSOR RESPONSIBILITIES

Lessor agrees to maintain and operate with adequate and efficient personnel and to keep in good repair the Airport and Terminal Building and the appurtenances, facilities and services now or hereafter connected therewith, and to keep the Airport free from obstructions for the safe, convenient and proper use thereof by Airline, and to maintain and operate the Airport in accordance with all rules and regulations of any governmental agency having jurisdiction thereof.

Lessor agrees to keep the public space in the Terminal Building in good condition, and to provide and supply adequate heat, light, electricity, and water for the public space and to provide and supply adequate heat and water for the Airline's Preferential Use Space and Joint Use Space in common with other airlines.

Lessor agrees to maintain the building in compliance with the maintenance matrix attached in Exhibit __ for the period when the space is Preferential Use Space and according to Exhibit __-1 for the period when there is a combination of Joint Use Space and Preferential Use Space.

ARTICLE IX –AIRLINE RESPONSIBILITIES

A. Airline covenants and agrees that it shall be diligent in the prosecution of its business in the Premises and do all things reasonably necessary and advisable to serve the traveling public adequately and fairly in all fields of aviation activities engaged in by Airline or its designated Affiliate Airline(s), and to conduct its business in such a manner as will not cause Lessor loss or damages and will furnish prompt and efficient service as shall be adequate to meet the demands for its aviation activities at the Airport.

B. Airline agrees at its own cost and expense to keep and maintain that portion of the Premises which Airline has preferential use of, in a neat, clean, and respectable condition, including the cost of trash removal, decorating, and repairs, except for repairs to the structural side walls and roof of such leased premises. Airline also agrees to pay for all

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electricity consumed on that portion of the Premises in which Airline exceeds normal consumption use and the utility is separately metered or a reasonable incremental estimate for the projected usage above the customary usage is defined.

C. Airline agrees to keep the Preferential Use Premises in a clean, neat, and orderly condition in accordance with the responsibilities identified in Exhibit C (maintenance matrix) and in compliance with all laws and codes applicable to the Leased Premises including the Rochester International Airport rules and regulations. Minimum Standards, and all State and Federal environmental laws and regulations. Airline agrees to perform all janitorial services and general maintenance in the Preferential Use Premises and agrees to make no attachment to, change of, or redecoration or modification in said Premises without the prior written consent of the Executive Director. In the event that Airline shall fail to so maintain any portion of said Preferential Use Premises, Lessor shall have the right, but not the obligation, to itself perform or have performed said maintenance after twenty (20) days advance written notice of such intent to perform such maintenance whereupon Lessor may collect the entire charge therefor, and Airline shall pay such amount plus a fifteen percent (15%) administrative fee to Lessor immediately upon demand therefor.

D. Airline covenants that it will not do or permit to be done any act which:

1. Will invalidate or be in conflict with any fire insurance policies covering the Airport or any part thereof or upon the contents of any building thereof; or

2. Will increase the rate of any fire insurance on the Airport or any part thereof or upon the contents of any building thereof; or

3. In the opinion of the Lessor, will constitute a hazardous condition so as to increase the risks normally attendant upon the operations contemplated by this Agreement.

If, by any reason of the Airline's failing to comply with the provisions of this Section, any fire insurance rate on the Airport or any part thereof or upon the contents of any building thereof, at any time, be higher than it otherwise would be, then the Airline shall, upon demand, directly reimburse the Lessor for that part of all fire insurance premiums paid or payable by the Lessor which shall have been charged because of such identified risks taken by the Airline.

E. Airline shall not create or permit any mortgage, encumbrance or lien or allow any mechanics' or materialmen's liens to be filed or established or to remain against the Premises, or any part thereof, provided that if Airline shall first notify Lessor of its

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intention to do so and post such security as Lessor reasonably deems necessary, Airline may, in good faith, contest any such mechanics' or other liens filed or established as long as Lessor does not deem its interest or rights in this Agreement to be subject to foreclosure by reason of such contest.

ARTICLE X – NONDISCRIMINATION

Airline, for itself and its personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree that no person on the grounds of race, color, or national origin, shall be excluded from participating in, denied the benefit of, or be otherwise subjected to discrimination in the use of said facilities, that in the construction of any improvements and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and the Airline shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Sub-Title A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964 and as said Regulations may be amended.

Lessor has agreed with the United States of America to include the above provision in any agreement pursuant to which any person or firm other than Lessor operate or has the right to operate any Airport facility or to furnish any service on said Airport, and has also agreed to comply itself with said provision and to assist in its enforcement with respect to the Airport tenants and users. By reason of the foregoing, Lessor will take such action or actions as the Government may lawfully direct as a means of enforcing compliance by Airline, including but not limited to, termination of this Agreement.

ARTICLE XI - RULES AND REGULATIONS

Airline covenants and agrees to observe and obey all reasonable and lawful rules and regulations (not in conflict with the provisions hereof) which may from time to time during the term hereof be promulgated and enforced by the City's Common Council for operation at the Airport.

Airline and its contractors, employees, agents and invitees shall comply with all federal, state, and local laws, regulations, orders, and guidance applicable to them, their operations at and their use of the Airport, including without limitation, those relating to safety, security, aviation, communications, transportation, and environmental matters. Airline and its contractors, employees, agents and invitees shall further conduct their operations and activities at the Airport using reasonable care and in a manner consistent with the best business practices of the airline industry. All storage, handling, transport and use of hazardous by Airline or its contractors, employees, agents or invitees, shall strictly comply with the requirements of Lessor's SWPPP

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and SPCC Plans and any amendments thereto. The presence of Lessor's SWPPP, SPCC Plan or other environmental plans or permits shall not excuse or relieve Airline of any legal obligation to obtain its own permits and compliance plans and programs covering the operations, activities, facilities and materials involving itself, its contractors, employees, agents and invitees.

ARTICLE XII – LESSOR'S RIGHTS UNDER DEFAULT

A. If at any time Airline shall be in default, as defined in this Article, with regard to the requirements of this Agreement, it shall be lawful for the Lessor, and the Lessor may at any time thereafter:

1. Immediately, or at any time thereafter without further notice to Airline, re-enter into or upon the Premises under this Agreement or any part thereof and take possession of the same fully and absolutely without such re-entry working a forfeiture of the rentals, fees, and charges to be paid and of the covenants, terms and conditions to be performed by Airline for the full term of this Agreement, and in the event of such re-entry, the Lessor may proceed with the collection of rentals, fees, and charges to be paid under this Agreement or to recover properly measured damages;

2. Lessor may at its election terminate this Agreement upon written notice in the manner hereinafter provided and re-enter upon said Premises as of its former estate therein, and the Airline covenants in case of such termination to indemnify the Lessor against all loss of rentals, fees, and charges which the Lessor has suffered or paid by reason of such termination, during the remainder of the term of this Agreement;

3. The Lessor shall further have all other rights and remedies at law or in equity including injunctive relief, or summary proceedings for unlawful detainer, and any or all legal remedies, actions and proceedings and all such remedies shall be cumulative.

B. "Default" shall be defined when any of the following circumstances exist:

1. If the Airline has failed to pay rentals, fees, and charges when due hereunder and such failure to pay shall continue for ten (l0) calendar days after written notice in the manner hereinafter provided.

2. Failure to provide and/or maintain the insurance coverages required herein following written notice and a forty eight (48) hour cure period.

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3. If the Airline fails in the observance or performance of any of the other terms, covenants and conditions of this Agreement and such failure shall continue for thirty (30) days after Lessor has given Airline written notice, or the Airline shall have failed to commence the corrective action of such failure within thirty (30) days after such notice and to diligently prosecute the same where the same cannot be completed within thirty (30), or

4. If a petition to reorganize the Airline or for its arrangement of its unsecured debts shall be filed, or

5. If the Airline shall be adjudicated bankrupt, or

6. If a receiver or trustee of the Airline's property shall be appointed by any court, or

7. If the Airline shall make a general assignment for the benefit of creditors, or

8. If all of the interest of the Airline in its property shall be taken by garnishment, attachment, execution or other process of law, or

9. If the Leased Premises shall be deserted or vacated.

C. In the event Lessor shall prevail in any action or suit or proceeding brought by Lessor to collect the rentals, fees, charges, or taxes due or to become due hereunder or any portion thereof, or to take possession of the Premises, or to enforce compliance with this Agreement or for failure to observe any of the covenants of this Agreement, Airline agrees to pay Lessor such sums as the court may adjudge reasonable as attorneys' fees and costs to be allowed in such action, suit or proceeding.

ARTICLE XIII – TERMINATION BY AIRLINE

A. Airline may terminate this Agreement prior to the end of its term, or any extension thereof, for either of the following reasons:

1. Failure of Lessor to substantially perform its obligations hereunder, if such failure shall continue for thirty (30) days after Airline has given Lessor written notice or the Lessor shall fail to commence the corrective action of such failure within thirty (30) days after such notice and to diligently prosecute the same where the same cannot be completed within thirty (30) days.

2. If the Lessor shall commit any act or engage in any activity that prevents the Airline from materially conducting its business as provided under the terms of this

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Agreement for a period of sixty (60) days without the consent of Airline and after Airline has given notice to the Lessor as provided for herein. This shall not apply if the activity is related to runway or terminal repairs or remodeling and such activity has been communicated and coordinated in good faith with Airline

B. In lieu of termination of this Agreement by the Airline for cause under the provisions of Article XIII above, the parties may mutually agree in writing to declare a moratorium on rentals, fees, and charges provided hereunder to the Lessor during substantive interruptions of Airline's operations commensurate to the level of impact, and in such event the term of this Agreement shall be extended for the period of such interruption, or interruptions, and the moratorium on any payments hereunder by Airline shall continue until Airline's operations have been substantially restored.

ARTICLE XIV - WAIVER OF BREACH

Lessor may, in its discretion, waive default by Airline hereunder and its consequences; provided, however, that no action or inaction by Lessor shall be deemed a waiver of any of Lessor's rights or remedies unless Lessor specifically agrees in writing that such action or inaction shall constitute a waiver of its rights or remedies. Any waiver shall only apply to the particular instance for which it was agreed. No failure by Lessor in exercising any right or remedy hereunder or afforded by law shall be a waiver of or preclude the exercise of any right or remedy hereunder or provided by law, whether on such occasion or any future occasion, nor shall such delay be construed to be a waiver of any default or acquiescence thereto. The exercise or the beginning of the exercise of one right or remedy shall not be deemed a waiver of the right to exercise at the same time or thereafter any other right or remedy.

ARTICLE XV - COVENANT NOT TO GRANT MORE FAVORABLE TERMS

In the event Lessor shall enter into any lease, contract or agreement with any other scheduled certificated passenger air transport operator, with respect to the Airport, containing more favorable terms than this Agreement, or shall grant to any other scheduled certificated air transport passenger operator rights or privileges with respect thereto which are not accorded to Airline hereunder, then the same rights, privileges and more favorable terms shall be concurrently and automatically made available to Airline. This provision does not apply to air service incentives which are provided in accordance with the Federal Aviation Administration Air Carrier Incentive Program Guidebook: A Reference for Airport Sponsors as may be amended from time to time. Any such incentive program will be adopted by the Lessor prior to the offer to any airline.

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ARTICLE XVI - ASSIGNMENT OF LEASE

Airline shall not at any time assign this lease or any part thereof without the consent in writing of Lessor, provided that the foregoing shall not prevent the assignment of this lease to any corporation with which Airline may merge or consolidate or which may succeed to the business or assets of Airline or a substantial part thereof.

ARTICLE XVII - REAL PROPERTY UPON TERMINATION

Upon the expiration or other Termination as provided for in this Agreement, Airline's authority to use the Premises, facilities, and Lessor provided equipment and rights herein granted shall cease and Airline shall, upon termination or expiration, promptly and in good condition, normal wear and tear excepted, surrender the same to the Lessor. In the event that Airline has in any way changed, altered or modified the Preferential Use Space, Airline covenants to return the same to the condition they were in at the time of allocation by the Lessor, normal wear and tear excepted, or, in the alternative, to pay Lessor for the cost of returning them to said condition; provided, however, that at the time Airline requests and receives written permission to make a modification in the Preferential Use Space, it may request Lessor to waive this requirement, and if at that time granted, said requirement shall be waived upon termination. Any fixtures or equipment provided by Airline not a part of the realty shall be removed therefrom within ten (10) days after the termination or expiration of this Agreement or the same shall be deemed to have been abandoned to the Lessor and the right of the Airline to possession thereof shall cease.

ARTICLE XVIII – INDEMNIFICATION

A. Airline shall indemnify, save, hold harmless, and defend Lessor, their officials, agents, contractors, and employees, successors and assigns, individually or collectively, from and against any claim including a claim for contribution or indemnity, action, loss, damage, injury, liability, and the cost and expense of whatsoever kind or nature (including, but not limited to, reasonable attorneys' fees, disbursements, court costs, and expert fees) based upon injury to persons, including death, or damage to property arising out of, resulting from, in conjunction with or incident to Airline's operation of its business and/or performance of its obligations under this Agreement or use and/or occupancy of the Premises or of the Airport, except in each case to the extent caused by the negligence or willful misconduct of Lessor or its officers, directors, agents or employees, and on ten (10) days' written notice from the Lessor, the Airline will appear and defend all claims and lawsuits against the Lessor growing out of any such injury or damage.

B. Airline shall indemnify, save, hold harmless, and defend Lessor, their officials, agents, contractors, and employees, successors and assigns, individually or collectively, from and against any claim including a claim for contribution or indemnity, action, loss, damage,

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injury, liability, and the cost and expense of whatsoever kind or nature (including, but not limited to, reasonable attorneys' fees, disbursements, court costs, and expert fees) and any fines in any way arising from or based upon the violation of any federal, state, or municipal laws, statutes, resolutions, or regulations, including rules or regulations of the Lessor now in effect or hereafter promulgated, by Airline, its agents, employees, or successors and assigns in conjunction with or incident to Airline's operation of its business and/or performance of its obligations under this Agreement or use and/or occupancy of the Premises or of the Airport, except in each case to the extent caused by the negligence or willful misconduct of Lessor or its officers, directors, agents or employees, and on ten (10) days' written notice from the Lessor, the Airline will appear and defend all claims and lawsuits against the Lessor growing out of any such injury or damage.

C. The provisions of this Section shall survive the expiration, termination, or early cancellation of this Agreement.

ARTICLE XIX – INSURANCE

Airline shall, at its expense, maintain insurance in full force and effect during the term of this Agreement in such amounts as to meet the minimum limits of liability specified below.

1. Comprehensive General Liability and Airline Liability with limits no less than $250,000,000 combined single limit per occurrence and in the annual aggregate with respect to products/completed operations liability, including but not limited to, aircraft liability, bodily injury and property damage, passenger legal liability, airport premises and products/completed operations liability, baggage and cargo liability, hull insurance, contractual liability, independent contractors liability, owned and non-owned aircraft and mobile equipment liability. Personal injury and advertising liability can be limited to $25,000,000 each offense/aggregate.

2. Business Automobile Liability with limits no less than $10,000,000 each occurrence including owned and/or leased automobile liability and non-owned and hired automobile liability.

3. Fire Legal Liability with limits no less than $1,000,000 each occurrence.

4. Workers' Compensation Coverage in statutory amounts with "all states" endorsement including Employer's Liability Insurance in limits of $1,000,000 per employee.

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B. All insurance required in this Article shall be taken out and maintained with responsible insurance companies that are authorized to do business in the United States and to pay claims in the State of Minnesota and with companies or underwriters satisfactory to the Lessor.

C. Lessor shall be named as additional insureds on each of the policies above except the Workers' Compensation policy and fire legal liability. Additionally, the Aircraft Physical Damage coverage must include a waiver of subrogation in favor of the Lessor and the City.

D. All insurance policies required above shall be primary and shall not require contribution from any coverage maintained by Lessor and/or the City.

E. Certificates showing that Airline is carrying the above-described insurance in the specified amounts shall be furnished to the Lessor prior to the execution of this Agreement, and a certificate showing continued maintenance of such insurance shall be filed with Lessor during the term of this Agreement. Failure of Airline to provide the required certificates of insurance does not invalidate or eliminate any of the insurance requirements contained herein or relieve Airline from any responsibility to carry the required types and amounts of insurance.

F. The certificates shall provide that the policies shall not be canceled during the life of this Agreement without at least thirty (30) days advanced notice being given to the Lessor. Failure to give such notice to Lessor will render any such cancellation in said policy or coverages ineffective as against Lessor and City.

G. The use of an "ACORD" form as a certificate of insurance shall be accompanied by two forms - 1) ISO Additional Insured Endorsement (CG-2010 pre-2004) and 2) Notice of Cancellation Endorsement (IL 7002) - or equivalent, as approved by the Lessor.

H. Lessor does not represent or guarantee that these types or limits of coverage are adequate to protect the Airline's interests and liabilities. It shall be the obligation and responsibility of Airline to insure, as it deems prudent, its own personal property, against damage. Lessor does not have insurance coverage for Airline's property and Lessor expressly disclaims any and all liability for any and all losses, damage and/or claims to aircraft and/or vehicles and/or personal possessions of Airline.

I. Lessor, City, and Airline hereby mutually waive any and all rights of recovery against the other party arising out of damage or destruction of the buildings, Airline's leased Premises, or any other property from causes included under any property insurance policies to the extent such damage or destruction is covered by the proceeds of such

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policies and whether or not such damage or destruction shall have been caused by the parties, their officers, employees or agents, but only to the extent that the insurance policies then in force permit such waiver. All policies of insurance shall contain, to the extent available, this waiver of subrogation provision and the cost of such provision shall be borne by the primary insured. The aircraft physical damage coverage must include a waiver of subrogation in favor of the Lessor and City except to the extent any loss or damage is caused by the negligence or willful misconduct of the Lessor and/or City.

ARTICLE XX - QUIET ENJOYMENT

Lessor agrees that, on payment of the fees and performance of the covenants and agreements on the part of the Airline to be performed hereunder, Airline shall peaceably hold and enjoy the leased premises and all the rights and privileges of the Airport, its appurtenances and facilities, granted herein.

ARTICLE XXI – NOTICES

Notices provided for herein shall be sufficient if sent by registered mail or via courier, addressed in the case of Lessor to:

Rochester Airport Company
Rochester International Airport
Attn: Executive Director
7600 Helgerson Drive SW
Rochester, Minnesota 55902

and in the case of Airline to:

United Airlines, Inc.
Attn: Corporate Real Estate
233 South Wacker 11th Floor HDQOU
Chicago, IL 60606

And a copy to the City Administrator

City of Rochester
City Administrator
201 4th Street SE
Rochester, MN 55904

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Both parties agree to other substitute or add other respective addresses as the parties may designate in writing from time to time. Notices sent electronically will **not** be considered an authorized form of notice.

ARTICLE XXII - PRIOR AGREEMENTS

Any and all agreements between the parties hereto prior to this Agreement are hereby canceled.

ARTICLE XXIII - SEVERABILITY

In the event any provision of this Agreement shall be deemed invalid or unenforceable, the remaining provisions shall continue in force and effect and shall be binding upon the parties to this Agreement.

ARTICLE XXIV - MODIFICATION OF THE AGREEMENT

Any of the terms of this Agreement may be changed upon the mutual consent of the Lessor and the Airline, but to be valid any such changes must be in writing, dated, and must be executed with the same formalities as this Agreement. In the event that any provision of this Agreement is determined to violate any local, state, or federal rule or regulation or is deemed to cause a violation of any rate covenants, the Agreement shall be modified upon consultation with Airline to cause such violation to be compliant with such provision and an amendment will be executed on a timely basis to incorporate the required changes.

ARTICLE XXV - NONWAIVER OF LIABILITY

Nothing in this Agreement constitutes a waiver by the Lessor or the City of any statutory or common law defenses, immunities, or limits on liability. The liability of the Lessor and the City shall be governed by the provisions of the Minnesota Municipal Liability Tort Act, Minn. Stat. 466.04.

ARTICLE XXVI - LAWS OF MINNESOTA SHALL GOVERN

This Agreement shall be deemed to have been made in, and shall be construed in accordance with the laws of the State of Minnesota without giving effect to the privileges of conflict of laws. The appropriate venue and jurisdiction for any state court litigation hereunder shall be in a court located in Olmstead County Minnesota. However, litigation in the federal courts involving the parties shall be in the appropriate federal court within the State of Minnesota, and all parties to this Agreement waive any objections to the jurisdiction of these courts, whether based on convenience or otherwise

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ARTICLE XXVII - ENTIRE AGREEMENT

This Agreement, including Schedules 1 and 2 and Exhibits 1 through 3 constitutes the entire agreement between the parties and supersedes all prior written and oral agreements and negotiations between the parties relating to the subject matter hereto. There are no representations, warranties, or stipulations either oral or written not herein contained.

ARTICLE XXVIII – CONCURRENCE

By executing this Agreement, the parties acknowledge that they: (a) enter into and execute this Agreement knowingly, voluntarily and willingly of their own volition with such consultation with legal counsel as they deem appropriate; (b) have had a sufficient amount of time to consider this Agreement's terms and conditions, and to consult an attorney before signing this Agreement; (c) have read this Agreement, understand all of its terms, appreciate the significance of those terms and have made the decision to accept them as stated herein; and (d) have not relied upon any representation or statement not set forth herein.

Remainder of page left blank intentionally

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IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

LESSOR:

CITY OF ROCHESTER

ATTEST:

By _____
Its _____
Mayor
Its _____
City Clerk

APPROVED AS TO FORM
and EXECUTION
_____
Rochester City Attorney

AND

ROCHESTER AIRPORT COMPANY

ATTEST:

_____
Finance Manager

By _____ 6/2/17
Its Executive Director

By _____

Its _____

UNITED AIRLINES, INC.:

ATTEST:

_____
Lease Admin.-CRE

By _____
Peter Froehlich
Its Managing Director
Airport Affairs

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SCHEDULE 1- EXISTING SQUARE FOOTAGE

Preferential Use Space	Square Footage
Ticket Counter	650 SF
Office Space	259 SF
Operations Space	563 SF
Total	1,471 SF

Joint Use Space*	Square Footage
Holdrooms, Baggage Make-Up*	24,323 SF
Covered Storage (split 50/50)	596 SF

*(Allocated based 100% on enplanements)

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CERTIFICATE
(Corporation)

The undersigned hereby certifies that the following are true and correct statements:

1. That I, Jennifer L. Kraft, am Vice President, Deputy General Counsel and Corporate Secretary of United Airlines, Inc. a corporation organized and existing in good standing under the laws of the State of Delaware, hereinafter referred to as the "Corporation"; and

2. That, pursuant to the Corporation's corporate matrix establishing signatory authority for the Corporation, Peter Froehlich, a Managing Director - Airport Affairs, Corporate Real Estate of the Corporation, are hereby authorized and instructed to execute Rochester Airline Use and Lease Agreement on behalf of the Corporation, a copy of which is attached hereto.

IN WITNESS WHEREOF, the undersigned has set his hand and affixed the Corporate Seal of the Corporation the 27th day of June 2017.

Jennifer L. Kraft.

Jennifer L. Kraft,
Vice President, Deputy General Counsel &
Corporate Secretary

Corporate Seal

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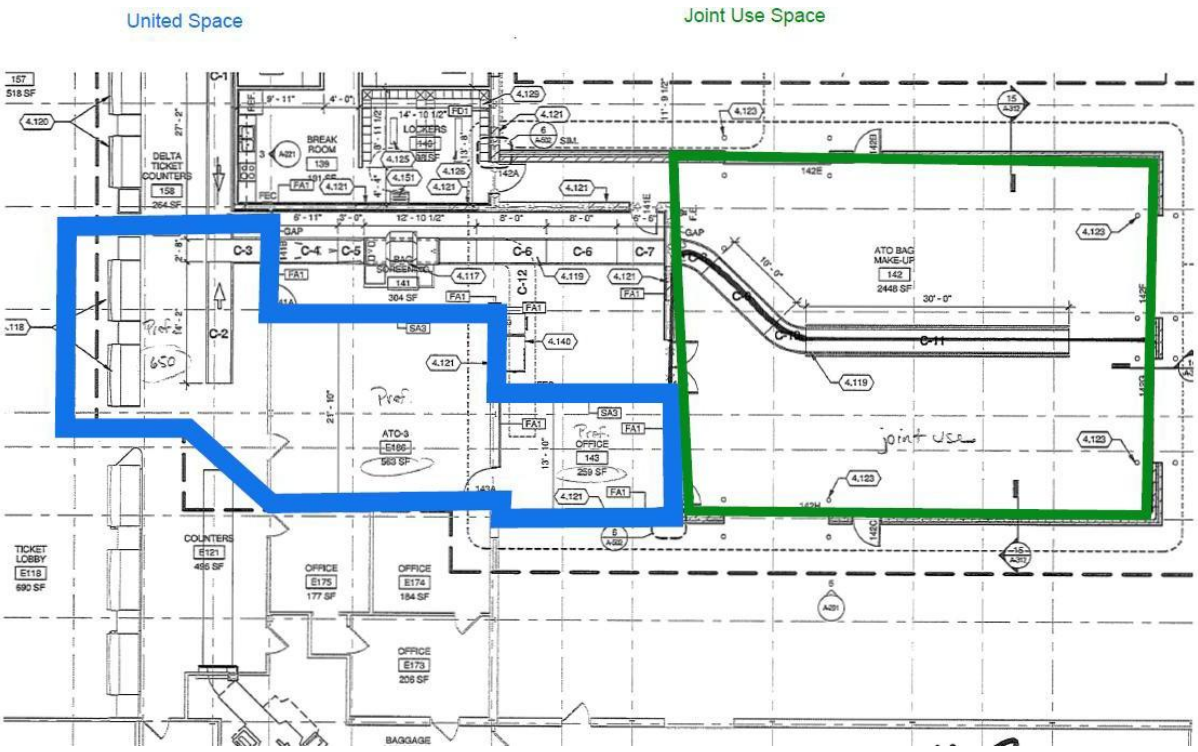
EXHIBIT B

AIRLINE PREMISES

Preferential Use Space	Square Footage
Ticketing	650
Office Space	259
Operations Space	563
Total Preferential Square Feet	1,472
Covered Storage (split 50/50; each airline 596)	596
Total Preferential and Covered Storage	**2,068**

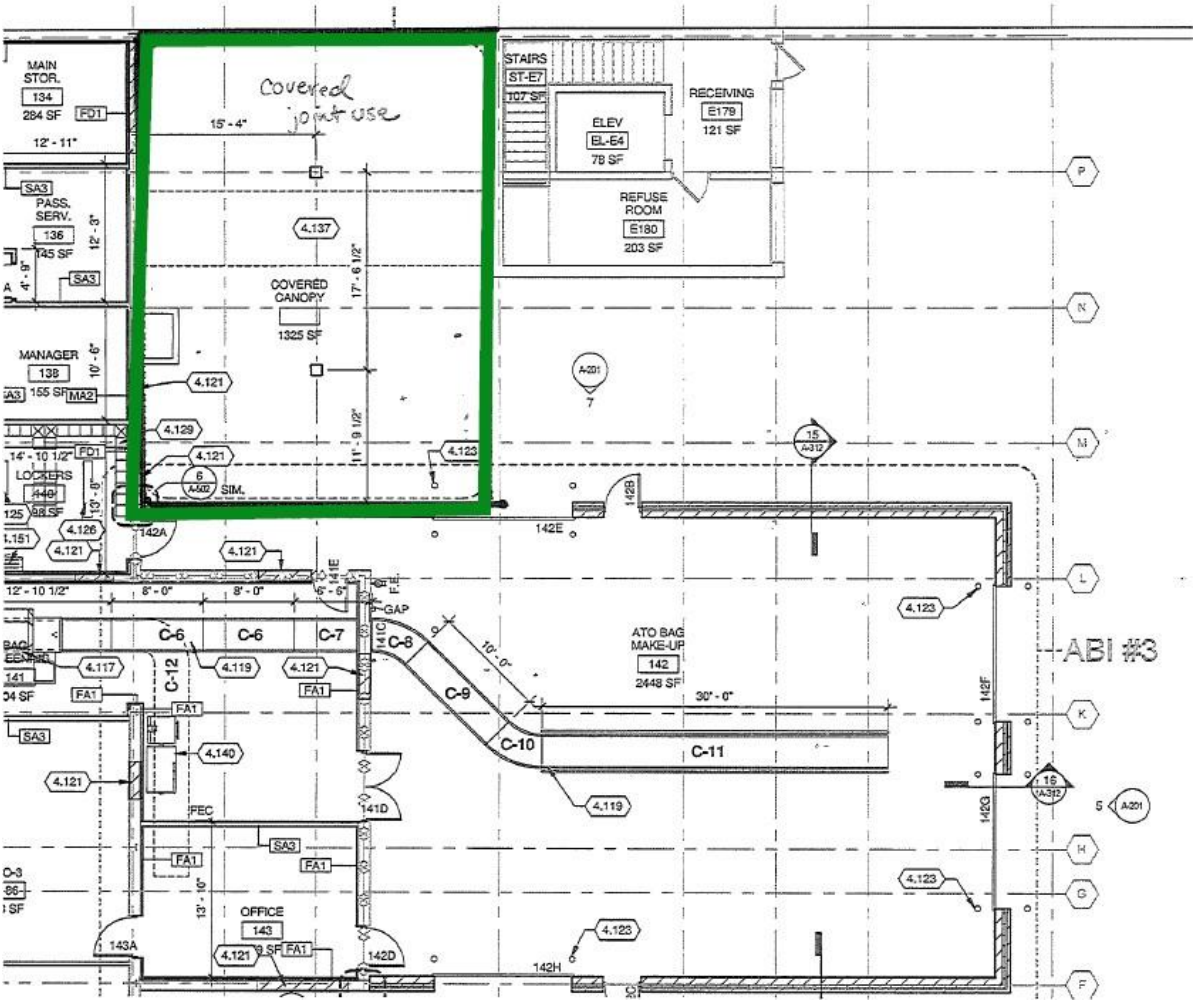
Joint Use Space *	Square Footage
Baggage Claim	7,666
Holdrooms/Passenger Waiting	13,291
Total Joint Use Space	**20,957**

*Allocated based on enplanements



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Outside Covered Space
Shared with 1 other airline



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EXHIBIT C

FEDERALLY REQUIRED PROVISIONS

A. Compliance with Nondiscrimination Provisions. During the performance of this Agreement, AIRLINE, for itself, its assignees, and successors in interest (hereinafter collectively referred to as "LESSEE" and the Company and City collectively referred to as "LESSOR") agrees as follows:

1. **Compliance with Regulations:** LESSEE will comply with the Title VI List of Pertinent Nondiscrimination Acts And Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this Agreement.

2. **Non-discrimination:** LESSEE, with regard to the work performed by it during the term of this Agreement, will not discriminate on the grounds of race, color, national origin, creed, sex, age, or disability in the selection and retention of contractors, including procurements of materials and leases of equipment. LESSEE will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21 including amendments thereto.

3. **Solicitations for Agreements, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by LESSEE for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential contractor or supplier will be notified by LESSEE of LESSEE's obligations under this Agreement and the Nondiscrimination Acts And Authorities on the grounds of race, color, or national origin.

4. **Information and Reports:** LESSEE will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the Federal Aviation Administration to be pertinent to ascertain compliance with such Nondiscrimination Acts And Authorities and instructions. Where any information required of LESSEE is in the exclusive possession of another who fails or refuses to furnish the information, LESSEE will so certify to LESSOR or the Federal Aviation Administration, as appropriate, and will set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of LESSEE's noncompliance with the Non-discrimination provisions of this contract, LESSOR will impose such sanctions as it or the Federal Aviation Administration may determine to be

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appropriate, including, but not limited to withholding payments to the LESSEE under the Agreement until the LESSEE complies, and/or cancelling, terminating, or suspending the Agreement, in whole or in part.

6. **Incorporation of Provisions:** LESSEE will include the provisions of paragraphs one through six of this Exhibit D, Section (A) in every contract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. LESSEE will take action with respect to any contract or procurement as LESSOR or the Federal Aviation Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if LESSEE becomes involved in, or is threatened with litigation by a contractor, or supplier because of such direction, LESSEE may request LESSOR to enter into any litigation to protect the interests of LESSOR. In addition, LESSEE may request the United States to enter into the litigation to protect the interests of the United States.

B. Real Property Acquired or Improved Under the Airport Improvement Program. LESSEE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the property described in this Agreement for a purpose for which a Federal Aviation Administration activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, LESSEE will maintain and operate such facilities and services in compliance with all requirements imposed by the Nondiscrimination Acts and Regulations listed in the Pertinent List of Nondiscrimination Authorities (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.

C. Construction/Use/Access to Real Property Acquired Under the Activity, Facility or Program. LESSEE for itself, its heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, and (3) that LESSEE will furnish its services in compliance with all other requirements imposed by or pursuant to the List of Nondiscrimination Acts And Authorities.

D. Title VI List of Pertinent Nondiscrimination Acts and Authorities. During the performance of this Agreement, LESSEE, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

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- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq*., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR Part 21 (Non-discrimination In Federally-Assisted Programs of The Department of Transportation—Effectuation of Title VI of The Civil Rights Act of 1964) including amendments thereto;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq*.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq*.), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 CFR Parts 37 and 38; and
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq).

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E. General Civil Rights Provision. In all its activities within the scope of its airport program, the LESSEE agrees to comply with pertinent statutes, Executive Orders, and such rules as identified in Title VI List of Pertinent Nondiscrimination Acts and Authorities to ensure that no person shall, on the grounds of race, color, national origin, creed, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964. If the LESSEE transfers its obligation to another, the transferee is obligated in the same manner as the LESSEE. The above provision obligates the LESSEE for the period during which the property is owned, used or possessed by the LESSEE and the airport remains obligated to the Federal Aviation Administration.

F. Right of Re-entry. In the event of breach of any of the above Nondiscrimination covenants, LESSOR will have the right to terminate the Agreement and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the Agreement had never been made or issued.

G. Subcontracts. LESSEE agrees that it shall insert the above six provisions (Section (A) through Section (F)) in any agreement by which LESSEE grants a right or privilege to any person, firm, or corporation to render accommodations and/or services to the public under this Agreement.