CITY OF ROCHESTER MINNESOTA

City Council Agenda
City Council - Regular Session
October 6, 2025
6:00 p.m.

Attending and Viewing the Meeting:
Attend the Meeting in Person: Rochester Public Utilities, Community Room, 4000 East River Road NE, Rochester
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 September 22, 2025
Accepting the minutes and video of the September 22, 2025, meeting as the official record of the City Council.

F.2. Accounts Payable for October 6, 2025
Approving the listing of total disbursements for October 6, 2025, in the amount of $14,799,845.72, including investment purchases of $0 and accounts payable of $14,799,845.72.

F.3. Appointment to Boards and Commissions
Approving the Mayoral appointment of:
1. Paul Marino to the Park Board-Ward 2, effective immediately, to fill the unexpired term of T. Whitehill ending June 20, 2028.

F.4. **Summary of Performance Evaluation for City Attorney Michael Spindler Krage**

1. Approving summary of City Attorney Michael Spindler Krage's performance based on the closed session of the City Council held September 29th, 2025, with the meeting being closed pursuant to Minn. Stat. 13D.05, subd. 3(a).
2. Authorizing a 3% merit increase based on successful performance as outlined in the employment agreement.
3. Authorizing an amendment to the employment agreement, attached.

F.5. **Renewable Energy Power Purchase Agreement**

Adopting a Resolution authorizing the City to enter into a Wind Energy Purchase Agreement by and through Rochester Public Utilities for the Restore Renewables Dodge Center Wind Project and the Engie North Hills Wind Project.

F.6. **Developer Parking Agreement Policy**

Approving the Developer Parking Agreement Policy.

F.7. **Memorandum of Understanding between the City of Rochester and the Bring Back the Clock Board**

Authorizing repeal of the 2021 Memorandum of Understanding and approval of a new Memorandum of Understanding between the City of Rochester and the Bring Back the Clock Board for the historic clock tower project.

F.8. **Bid Advertisement - 2026 Water Reclamation Plant Chemical Supply**

Adopting a Resolution authorizing the City Clerk to advertise for bids for a one-year supply of Anhydrous Ferric Chloride as indicated in the specifications for the Water Reclamation Plant.

F.9. **City-Owner Contract: Public Utilities to Serve Skyline Flats - Project No. J5643**

1. Authorizing a City-Owner contract 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, project and grading plan approvals, and Contractor's submission of the appropriate bond and insurance documentation, and;
2. Approving a professional technical services contract with Short Elliott Hendrickson, Incorporated, for $33,900, for work related to Project No. J5643, "Public Utilities to Serve Skyline Flats," subject to City execution of the City-Owner contract.

F.10. **Amend Contract with SEH for Right of Way and Land Acquisitions Engineering Services for Link Bus Rapid Transit (BRT) - Project No. J8707**

Adopting a Resolution amending a contract to Short Elliot Hendrickson, LLC, in the amount of $467,170 to $566,170 for Right of Way and Land Acquisition Engineering Services related to the Link Bus Rapid Transit (BRT) - Project No. J8707.

F.11. **Revocable Permit and Agreement with Mayo Clinic - East Gonda Building Entrance Private Improvements within 2nd Ave SW Right-of-Way and Watermain Utility Easement**

Authorizing a revocable permit and agreement ("the agreement") with Mayo Clinic for placement of private improvements within the right-of-way of 2nd Ave SW and a watermain utility easement as part of the upgrades being made to the east entrance of Mayo Clinic's Gonda Building.

F.12. **Revocable Permit and Agreement with Mayo Clinic - SDSC Medium Voltage Electrical Distribution Upgrades Duct Bank in Right-of-Way**

Authorizing a revocable permit and agreement ("the agreement") with Mayo Clinic for placement of an electrical duct bank within the right-of-way of Valleyhigh Dr NW.

F.13. Reconstruction of 2 Ave SW from 1 St SW to Center Street West - Project No. J7858

Adopting a Resolution approving a contract with Carl Bolander & Sons Co. in the amount of $744,228 for 2025 Reconstruction of 2 Ave SW from 1 St SW to Center Street West - Project No. J7858.

F.14. Roadway Name Change: A Section of 36th St NW to 22nd Ave NW

1. Approving the renaming of a roadway section of 36th St NW located south of 37th St NW between 21st Ave NW and 22nd Ave NW, within Rolling Greens Third Addition, to 22nd Ave NW and;
2. Directing the City Attorney to prepare an Ordinance for first reading.

F.15. Septic System/Sanitary Sewer Utility Connection Agreement with Randall Ehleringer and Kari Douglas-Ehleringer - 2040 Merrihills Dr SW

Authorizing a Septic System/Sanitary Sewer Utility Connection Agreement with Randall Ehleringer and Kari Douglas-Ehleringer to allow for repair or replacement of the current septic system serving their property until the property can be connected to municipal sanitary sewer at a later date.

F.16. Property Acquisition for Sanitary Sewer Improvements West Zumbro WZ-04-1019 Phase 2- Project No. J7854

Adopting a Resolution authorizing initiation of property acquisition for Sanitary Sewer Improvements West Zumbro WZ-04-1019 Phase 2- Project No. J7854 with the following conditions:

1. City ownership of the Easements is necessary and for a public purpose in furtherance of the Project;
2. The proper City officers and agents are authorized and directed to secure the City's ownership of the Easements by direct purchase and, if necessary, through the exercise of eminent domain;
3. The City Administrator is authorized to approve the appraised values for the Easements for the purposes of using the "quick take" procedure under Minn. Stat. § 117.042;
4. The Public Works Department is authorized to negotiate and acquire the Easements at appraised values, and the City Administrator is authorized to directly purchase and to settle the takings of the Easements at 15% above the appraised value or up to $50,000, whichever amount is greater;
5. The City Attorney or his designee is authorized and directed to take all steps reasonably necessary on behalf of the City to commence eminent domain proceedings to take the Easements that cannot be timely purchased, including using the "quick take" procedure under Minn. Stat. § 117.042.

F.17. Development Assistance Agreement relating to the Shared Lab Space Project in Two Discovery Square

Adopting a Resolution authorizing a Development Assistance Agreement with Rochester 2 Associates, LLC for the Shared Lab Space Project at Two Discovery Square.

F.18. Badger Heights Boulevard Tree Green Facilities Agreement

Authorizing execution of a Boulevard Tree Green Facilities Agreement with West 34 Partners LLC., for the planting of Boulevard Trees within the Badger Heights Subdivision.

F.19. Stonebrooke Sixth Boulevard Tree Green Facilities Agreement

Authorizing execution of a Boulevard Tree Green Facilities Agreement with Stonebrooke of Rochester LLC., for the planting of Boulevard Trees within the Stonebrooke Sixth Subdivision.

F.20. Property Acquisition - Cascade Creek Restoration Phase 2

Adopting a Resolution authorizing:

1. Staff to acquire 43.48 acres from Ralph & Agnes Nigon Family Farms LLC as outlined in the purchase agreement and for the reasons stated and;
2. The Mayor and City Clerk to sign any documents necessary to acquire the subject property.

F.21. Downtown Historic District Property Preservation Program Funding

1. Adopting a Resolution authorizing Downtown Property Preservation Program funding (GSIA) in the amount of $14,000 for the property located at 319 South Broadway.
2. Adopting a Resolution authorizing Downtown Property Preservation Program funding (GSIA) in the amount of $123,761 for the property located at 317 South Broadway.

F.22. Electric Vehicle Charging Rates Policy

Adopting the proposed Resolution establishing the Electric Vehicle (EV) Charging Rates Policy, effective January 1, 2026.

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. Final Plat No. CD2025-032PLAT by West 34 Partners LLC. - Badger Heights Final Plat

Adopting a Resolution approving Final Plat No. CD2025-032PLAT, by West 34 Partners LLC., to be known as Badger Heights, with two conditions, for the subdivision of 33.56 acres of land into 55 residential lots and two outlots.

G.2. 2026 Master Fee Schedule

1. Approving an Ordinance establishing the 2026 Master Fee Schedule.
2. Directing the City Attorney's office to prepare an Ordinance for the first reading on November 3, 2025.

H. Reports and Recommendations

H.1. 2026 and 2027 Destination Medical Center Corporation Budget - Operating and Capital

Adopting a Resolution approving:

1. The 2026 operating budget of $5,012,040 and the 2027 operating budget of $5,251,692 of the Destination Medical Center Corporation (DMCC) which includes funding for DMCC, DMC EDA and City Project Management.
2. The 2026-2031 Capital Improvement Plan for the DMCC totaling $183,739,841 including $40,861,769 in 2026 and $44,767,251 in 2027 which also includes the 2026 and 2027 operating budget.
3. Extension of the DMCC working capital loan for 2026 in the amount of $1,000.
4. Extension of the Destination Medical Center Economic Development Agency monthly working capital loan each year for 2026 and 2027 in the amount of $150,000.

H.2. Transit Fall Service Changes

Reviewing Rochester Public Transit Fall service changes. No City Council action requested.

H.3. Community Based Partnerships: Sports and Recreation Programs

Approving up to $55,000 for communications and marketing investment from 2025 contingency funds.

H.4. Bid Advertisement - Rochester Sports and Recreation Complex -Project No. J2870

1. Authorizing the advertisement of bids for the Rochester Sports and Recreation Complex - Project No. J2870
2. Directing staff to finalize an MOU with RCTC or continue to negotiate a similar framework to optimize near and long-term recreational facility needs.

I. Council Initiated Actions

J. Ordinance First Readings

K. Ordinance Second Readings

K.1. Zone Change No. CD2025-004ZC by Veldco

Adopting an Ordinance approving Zone Change No. CD2025-004ZC, by Veldco, amending the zoning designation on a 5.48-acre site from MXS (Mixed Use Street) to MXC (Mixed Use Center).

L. Tabled Items

M. Other Business

N. Adjournment

Vision, Principles & Priorities

Community Vision

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

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

Strategic Priorities

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

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

Organizational Vision

A vibrant, compassionate, innovative team.

Foundational Principles

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

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

CITY OF ROCHESTER MINNESOTA

Open Comment Period Participation Guidelines

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

The following speaker guidelines apply:

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

If speakers have exhibits to share with the Council:

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

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

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

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

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

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

- ✓ Send an open comment In the mail to:

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

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

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

F.1

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Minutes for the City Council Meeting of September 22, 2025

MEETING DATE:
October 6, 2025

ORIGINATING DEPT:
City Clerk

AGENDA SECTION:
Consent Agenda

PRESENTER:
Ann Kasel

Action Requested:
Accepting the minutes and video of the September 22, 2025, 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:
Draft Minutes - September 22, 2025

CITY OF ROCHESTER, MINNESOTA
City Council MINUTES

Attending and Viewing the Meeting:

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

Pledge of Allegiance

Vision, Principles, and Priorities for the City of Rochester

Vision, Principles and Priorities

A) Open Comment Period

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

Open Comment Period Guidelines

The following person was called to speak:

1. Molly Dennis

B) Call to Order/Roll Call

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

Senator Carla Nelson provided a report to the Council.

Sen. Nelson Handout

C) City Administrator's Report

D) Mayor's Report

E) Order of Agenda

Motion to Approve the Order of Agenda

MOVER:	Andy Friederichs
SECONDER:	Patrick Keane
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 September 8, 2025

Official Act: Accepted Official Act No. OA262-25 the minutes and video of the September 8, 2025, meeting as the official record of the City Council.

Cover Page

DRAFT Minutes - September 8, 2025

F.2) Accounts Payable for September 22, 2025

Official Act: Approved Official Act No. OA263-25 the listing of total disbursements for September 22, 2025, in the amount of $15,531,126.40, including investment purchases of $0 and accounts payable of $15,531,126.40.

Cover Page

F.3) Appointment to Boards and Commissions

Official Act: Approved Official Act No. OA264-25 the Mayoral appointment of:

Leah Nelson to the Library Board, effective immediately, to fill the unexpired term of T. Waters ending January 1, 2027.

Cover Page

F.4) Capital Projects - Semi-Annual Transfer of Funds

Official Act: Adopted Resolution No. 216-25 closing completed improvement projects, or completed phases within specific projects, and transferring funds pursuant to the City Charter, Section 11.10; and to transfer the stated amounts to fund active projects listed in Item No. 2 of the attached Resolution.

Cover Page

Resolution - Allocation of Funds for Capital Improvement Projects

F.5) Rochester Code of Ordinances Chapter 8-11 Relating to Special Events.

Official Act: Approved Official Act No. OA265-25 proposed Ordinance amendments to the Rochester Code of Ordinances (RCO) Ch. 8-11 relating to Special Events; and
Directing the City Attorney's office to prepare an Ordinance for first reading on October 6, 2025.

Cover Page

Proposed Ordinance - Chapter 8 - 11. Amendments to Special Events

F.6) Non-Water Quality Protection Program (WQPP) Special Assessment Interest Rate for Development Charges

Official Act: Adopted Resolution No. 217-25 authorizing an interest rate of 5.00% on non-Water Quality Protection Program (WQPP) special assessments for the period of Aug. 1, 2025 - July 31, 2026.

Cover Page

Resolution - Non-Water Quality Protection Program (WQPP) Special Assessment Interest Rate for Development Charges

F.7) (Moved to H.3 for discussion) Designating the Office of the City Clerk to Administer and Regulate Administrative Citations and Enforcement

F.8) 2026 Updated State Bonding Priorities Resolution

Official Act: Adopted Resolution No. 231-25 supporting the City's 2026 state capital investment (bonding) priorities in ranked order:

1. East Zumbro Sewer and Water Investment for Housing Opportunities
2. Planning for Civic Center Drive/South Broadway Ave

Cover Page

Resolution - 2026 Updated Bonding Priorities

F.9) GHD Digital DBA Govstack for Accessible Website Content Management System (CMS)

Official Act: Authorized Official Act No. OA266-25 an Agreement with GHD Digital DBA Govstack, in the amounts of $69,326.80 and $21,824.40 annually from September 2025 for hosting accessible websites for the City of Rochester, Rochester Public Library and Rochester Public Utilities through September 2028.

Cover Page

Agreement - GHD Digital DBA Govstack - Website

F.10) Clean Energy Resource Team Seed Grant Program

Official Act: Approved Official Act No. OA267-25 an application for the Clean Energy Resource Team (CERT) Seed Grant Program for $10,000 to support the 2026 Rochester Healthy Air & Homes Initiative.

Cover Page

Exhibit - HAHI Project Summary

F.11) Bid Advertisement - City Ponds 99, 153, and 247 Dredging and Restoration Project - Project No. J6742

Official Act: Authorized Official Act No. OA268-25 the advertisement for bids for the City Ponds 99, 153, and 247 Dredging and Restoration Project – Project No. 6742.

Cover Page

Project Location Map - City Ponds 99, 153, and 247 Dredging and Restoration Project - Project No. J6742

F.12) Contract with WHKS for Design of the 2026 2nd St SE and 16th Ave SE Sanitary Sewer Maintenance Project - Project No. J7838

Official Act: 1. Authorized Official Act No. OA269-25 a contract with WHKS, in the amount of $154,850 from September 23, 2025, to December 31, 2026, for the design of the 2026 2nd St SE and 16th Ave SE Sanitary Sewer Maintenance Project - Project No. J7838 and;
2. Authorized City staff to advertise for bids and schedule a bid opening once the project's design is completed.

Cover Page

Project Location Map - 2026 2 St SE and 16 Ave SE Sanitary Sewer Maintenance Project - Project No. J7838

Engineering Services Contract - WHKS Design Services - Project No. J7838

F.13) City-Owner Contract: Public Improvements to Serve Harvestview Eighth - Project No. J5501

Official Act: Authorized Official Act No. OA270-25 a City-Owner contract for Project No. J5501, "Public Improvements to Serve Harvestview Eighth," with City execution conditional upon full execution of the contract by Owner, Contractor, and Engineer, project and grading plan approvals, and Contractor's submission of the appropriate bond and insurance documentation, and;
Approved a professional technical services contract with WHKS & Co., Inc., for $129,840, for work related to Project No. J5501, "Public Improvements to Serve Harvestview Eighth," subject to City execution of the City-Owner contract.

Cover Page

City-Owner Contract - Public Improvements to Serve Harvestview Eighth - Project No. J5501

Plan Coversheet with Location Map - Harvestview Eighth - Project No. J5501

Professional Technical Services Contract - Harvestview 8th - Project No. J5501

F.14) City-Owner Contract: Public Watermain & Hydrants to Serve Subaru Recon Center - Project No. J5662

Official Act: Authorized Official Act No. OA271-25 a City-Owner contract for Project No. J5662, "Public Watermain & Hydrants to Serve Subaru Recon Center," with City execution conditional upon full execution of the contract by Owner, Contractor, and Engineer, project and grading plan approvals, and Contractor's submission of the appropriate bond and insurance documentation, and;
Approved a professional technical services contract with Widseth Smith Nolting & Associates, Inc., dba Widseth, for $12,882, for work related to Project No. J5662, "Public Watermain & Hydrants to Serve Subaru Recon Center," subject to City execution of the City-Owner contract.

Cover Page

Plan Coversheet with Location Map - Subaru Recon Center - Project No. J5662

City-Owner Contract - Public Watermain & Hydrants to Serve Subaru Recon Center - Project No. J5662

Professional Technical Services Contract - Subaru Recon Center - Project No. J5662

F.15) City-Owner Contract: Public Sanitary Sewer and Watermain to Serve R Squared Enterprises (2254 & 2258 Marion Rd SE) - Project No. J5508

Official Act: Authorized Official Act No. OA272-25 a City-Owner contract for Project No. J5508, "Public Sanitary Sewer and Watermain to Serve R Squared Enterprises (2254 & 2258 Marion Rd SE)," with City execution conditional upon full execution of the contract by Owner, Contractor, and Engineer, project and grading plan approvals, and Contractor's submission of the appropriate bond and insurance documentation, and;
Approved a professional technical services contract with WSE Engineering Services Ltd, for $6,000, for work related to Project No. J5508, "Public Sanitary Sewer and Watermain to Serve R Squared Enterprises (2254 & 2258 Marion Rd SE)," subject to City execution of the City-Owner contract.

Cover Page

City-Owner Contract - Public Sanitary Sewer & Watermain to Serve R Squared Enterprises LLC (2254 & 2258 Marion Rd SE) - Project No. J5508

Plan Coversheet with Location Map - R Squared Enterprises LLC - Project No. J5508

Professional Technical Services Contract - R Squared - Project No. J5508

F.16) Revocable Permit and Agreement with Mayo Clinic - 15kv Distribution Marion Bus 10/11 Feeder Extension Project Package C Utility Tunnel in Various Easements

Official Act: Authorized Official Act No. OA273-25 a revocable permit and agreement ("the agreement") with Mayo Clinic for placement of a utility tunnel within various easements located on Mayo Clinic's property.

Cover Page

Revocable Permit & Agreement - Mayo Clinic - BFUiR - 15kv Distribution Package C

F.17) Revocable Permit and Agreement with Mayo Clinic - North Arrival Center and Parking Structure Private Improvements in Right-of-Way

Official Act: Authorized Official Act No. OA274-25 a revocable permit and agreement ("the agreement") with Mayo Clinic for placement of private improvements within the right-of-way of 1st St NW, West Center St, 4th Ave NW, and 5th Ave NW to serve the North Arrival Center and Parking Structure.

Cover Page

Revocable Permit & Agreement - Mayo Clinic - North Arrival Center

F.18) Revocable Permit and Agreement with Mayo Clinic - North Parking Ramp Overhead Canopy and Pedestrian Tunnel in Right-of-Way

Official Act: Authorized Official Act No. OA275-25 a revocable permit and agreement ("the agreement") with Mayo Clinic for placement of an overhead canopy and a pedestrian tunnel within the right-of-way of 1st St NW, West

Center St, 4th Ave NW, and 5th Ave NW to serve the North Arrival Center and Parking Structure.

Cover Page

Revocable Permit & Agreement - Mayo Clinic - North Arrival Center (Private Structural Improvements)

F.19) Revocable Permit and Agreement with Mayo Clinic - South Parking Ramp Private Improvements in Right-of-Way

Official Act: Authorized Official Act No. OA276-25 a revocable permit and agreement ("the agreement") with Mayo Clinic for placement of private improvements within the right-of-way of 2nd St SW and 5th Ave SW to serve the South Parking Ramp.

Cover Page

Revocable Permit & Agreement - Mayo Clinic -South Parking Ramp - Private Improvements in ROW

F.20) Revocable Permit and Agreement with Mayo Clinic - South Parking Ramp Overhead Canopy and Concrete Steps in Right-of-Way

Official Act: Authorized Official Act No. OA277-25 a revocable permit and agreement ("the agreement") with Mayo Clinic for placement of an overhead canopy and concrete steps within the right-of-way of 2nd St SW and 5th Ave SW to serve the Mayo Clinic South Parking Ramp.

Cover Page

Revocable Permit & Agreement - Mayo Clinic -South Parking Ramp - Private Structural Improvements in ROW

F.21) Agreement between the City of Rochester and Mayo Clinic for Utility Power Underground Infrastructure (UPUI) Package B3/B4 Coordination

Official Act: Approved Official Act No. OA278-25 an agreement with Mayo Clinic for Utility Power Underground Infrastructure (UPUI) Package B3/B4 Coordination.

Cover Page

Agreement - UPUI B3 B4 Coordination Agreement between Mayo Clinic and City

F.22) Revocable Permit and Agreement with Sargent's Second Street, LLC - Private Improvements in Right-of-Way

Official Act: Authorized Official Act No. OA279-25 a revocable permit and agreement ("the agreement") with Sargent's Second Street, LLC for placement of private improvements within the right-of-way of 18th Ave SW.

Cover Page

Revocable Permit & Agreement - Sargent's Second Street LLC - Private Improvements in ROW

F.23) Supplemental Development Agreement No. 3 with Stonebrooke of Rochester, LLC for Outlot C, Stonebrooke Fifth Addition

Official Act: Authorized Official Act No. OA280-25 a Supplemental

Development Agreement No. 3 with Stonebrooke of Rochester, LLC for Outlot C, Stonebrooke Fifth Addition, that is planned to be further subdivided as Stonebrooke Sixth Addition, Stonebrooke Seventh Addition, and Stonebrooke Eighth Addition.

Cover Page

Location Map and Plat for Stonebrooke Supplemental Agreement No. 3

Supplemental Development Agreement No. 3 - Stonebrooke of Rochester, LLC - Outlot C, Stonebrooke Fifth Addition

F.24) Sanitary Sewer Maintenance Project - 6 Ave SW and 16 St SW - Project No. J7839

Official Act: Adopted Resolution No. 218-25 approving a contract with Kats Excavating, LLC. in the amount of $61,567.44 for the 6 Ave SW and 16 St SW Sanitary Sewer Maintenance Project - Project No. J7839.

Cover Page

Budget Sheet - 2025 6 Ave SW and 16 St SW Sanitary Sewer Maintenance Project - Project No. J7839

Project Map - 2025 6 Ave SW and 16 St SW Sanitary Sewer Maintenance Project - Project No. J7839

Standard Form of Contract - 2025 6 Ave SW and 16 St SW Sanitary Sewer Maintenance Project - Project No. J7839

Resolution - Award of Contract - 2025 6 Ave SW and 16 St SW Sanitary Sewer Maintenance Project - Project No. J7839

F.26) Property Acquisition: Settlement Agreement for Parcel 49 of Link Bus Rapid Transit - Project No. J8707

Official Act: City ownership of the acquisition is necessary and for a public purpose in furtherance of the Link Bus Rapid Transit - Project No. J8707, the following action is requested:

Authorized Official Act No. OA281-25 the Settlement Agreement to directly purchase the property rights, and to settle the takings of Parcel 49 with a total value above $50,000, and in an amount greater than 15% above the approved appraised value.

Cover Page

Exhibit - Stipulation of Settlement Parcel 49

Exhibit - Disclaimer of Interest - Mayo Parcel 49

F.27) Property Acquisition: Reconstruction of 18th Ave SW from Mayowood Rd SW (CR 125) to 40th St SW (CR 147) - Project No. J7346

Official Act: Adopted Resolution No. 219-25 authorizing:

Initiation of property acquisition for the 18th Ave SW Reconstruction Project - Project No. J7346.
The Public Works Department to negotiate and acquire the necessary real estate (temporary and permanent easements) at appraised values for the 18th Ave SW Reconstruction Project - Project No. J7346.
The City Administrator to approve settlements exceeding the appraised value

by 15% or up to $50,0000, whichever is more.
Use of the 90-day "Quick Take" for land acquisition associated with the 18th Ave SW Reconstruction Project - Project No. J7346.

Cover Page

Map - Project Location Project No. J7346.

Resolution - Authorizing Property Acquisition for Project No. J7346

F.28) Acceptance of a Quit Claim Deed from Hy-Vee, Inc. for Portions of 3rd Ave SW and Crossroads Dr SW Right-of-Way

Official Act: Accepted Official Act No. OA282-25 a quit claim deed from Hy-Vee, Inc. for right-of-way parcels for 3rd Ave SW and Crossroads Dr SW that are owned by Hy-Vee, Inc.

Cover Page

2025 Quit Claim Deed - Hy-Vee to City

1998 Quit Claim Deed - City to Hy-Vee

Quit Claim Deed Exhibit - Hy-Vee to City

F.29) City of Rochester Appointments to the Joint Airport Zoning Board

Official Act: Approved Official Act No. OA284-25 appointed the following four people to represent the City of Rochester on the Joint Airport Zoning Board:
1. Randy Schubring
2. Patrick Keane
3. Irene Woodward
4. Ruchi Gupta

Cover Page

F.30) Runway 03/21 (02/20) Reconstruction Phase 6 from the Federal Aviation Administration (FAA) and Minnesota Department of Transportation (MN/DOT) for the Rochester International Airport (RST)

Official Act:
Adopting a Resolution accepting the grant and authorizing execution of grant agreements with the Federal Aviation Administration (FAA); and
Adopting a Resolution accepting the grant and authorizing execution of grant agreements with the Minnesota Department of Transportation (MN/DOT).

Cover Page

F.31) Option Agreement to Lease Land - Great Planes Aviation, Inc.

Official Act: Authorized Official Act No. OA285-25 an Option Agreement for a lease agreement between the City of Rochester, the Rochester Airport Company, and Great Planes Aviation, Inc.

Cover Page

Lease Option - RST, Rochester Airport Co, Great Planes Aviation

Lease - RST, Rochester Airport Co, Great Planes Aviation with Exhibits

F.32) Wadkins Private Hangar Purchase Agreement

Official Act: Authorized Official Act No. OA286-25 execution of a purchase agreement with Dr. Phillip K. Wadkins for the purchase of his privately-held hangar that resides on property leased from the Rochester International Airport (RST).

Cover Page

Exhibit - Wadkins Hangar Appraisal

Purchase Agreement - Wadkins Hangar

F.33) Airport Lease Amendment with City of Rochester for Small Parcel of Airport Property

Official Act: Authorized Official Act No. OA287-25 an amendment to the Airport Lease agreement with the City of Rochester for small parcel of airport property through December 31, 2026.

Cover Page

Lease - Airport Street Sweeping Lease Amendment 2025-2026

Sand Lease Exhibit A final

F.34) Aircraft Rescue and Firefighting (ARFF) Vehicle and the Corresponding Aircraft Rescue and Firefighting Equipment Pending the Anticipated Receipt of Federal Aviation Administration Funding at the Rochester International Airport (RST)

Official Act: Contingent on the receipt of Federal Aviation Administration funding, Council action as follows:

Awarding a contract to Oshkosh Airport Products, LLC in the amount of $1,346,985.00 for an Aircraft Rescue and Firefighting Vehicle; and
Awarding a contract to Clarey's Safety Equipment in the amount of $164,800.00 for Aircraft Rescue and Firefighting Equipment; and
Adopting a Resolution accepting the grant and authorizing execution of grant agreements with the Minnesota Department of Transportation (MN/DOT); and
Adopting a Resolution accepting the grant and authorizing execution of grant agreements with the Federal Aviation Administration (FAA).

Cover Page

Bid Results - RST ARFF Vehicle

Bid Results - RST ARFF Vehicle Bid

Bid Recommendation Letter - RST ARFF Vehicle & Equipment

F.35) Second Amendment to Operating and Lease Agreement with Signature Flight Support

Official Act: Authorized Official Act No. OA288-25 execution of the second amendment to the Operating and Lease Agreement with Signature Flight Support.

Cover Page

Lease Agreement - Second Amendment Signature Flight Support

F.36) MnDOT Office of Aeronautics Maintenance and Operations Grant

Official Act: Adopted Resolution No. 225-25 accepting a Maintenance and Operations Grant and executing the corresponding agreement with the Minnesota Department of Transportation (MnDOT) - Office of Aeronautics.

Cover Page

Agreement - Rochester State Grant Agreement for Airport Operations

Resolution - Grant Agreement for Airport Operations

F.37) GO Bond Agreement Acceptance Providing State Funding for Elements of the Multiphase Runway 03/21 (02/20) Reconstruction Project at the Rochester International Airport (RST)

Official Act: Adopted Resolution No. 226-25 accepting the GO Bond Agreement and authorizing execution of necessary agreements with the Minnesota Department of Transportation (MN/DOT).

Cover Page

Agreement - State Grant A5501-240 RST Runway GO Bond Agreement

Resolution - GO Bond Resolution Airport A5501-240

F.38) Joint Powers Agreement Between the City of Rochester, Rochester Township, and Cascade Township to Declare a Responsible Government Unit

Official Act: Approved Official Act No. OA289-25 a Joint Powers Agreement between the City of Rochester, Cascade Township, and Rochester Township for the review of future Environmental Assessment Worksheet (EAW), by Pulte Homes of Minnesota, LLC, for the future construction of 300 single-family homes.

Cover Page

Joint Powers Agreement - Pulte Homes

Attachment A - Pulte Homes

Motion to approve Consent Agenda in block items F1 to F6, F8 to F24, and F26 to F38. (F7 was moved to Reports & Recommendations, F25 was removed from the Agenda).

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

Public Hearing Guidelines

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

Public Hearing Guidelines

G) Public Hearings

G.1) 2026 Annual Action Plan - Community Development Block Grant Allocations

Official Act: Authorized Official Act No. OA290-25 the opening of the required public comment period regarding the 2026 Annual Action Plan as required by the United States Department of Housing and Urban Development (HUD) for the receipt of Community Development Block Grant (CDBG) funds. The public comment period will close on November 3, 2025.

Community Development Senior Administrative Analyst Brent Svenby presented the item and answered questions.

The public hearing was opened. No persons wishing to speak.
The public hearing will remain open until November 3, 2025.

Cover Page

Presentation - 2026 Annual Action Plan

Application Summary - 2026 Community Development Block Grant Requests

G.2) Final Plat No. CD2025-030PLAT by Stonebrooke of Rochester LLC

Official Act: Adopted Resolution No. 227-25 approving Final Plat No. CD2025-030PLAT by Stonebrooke of Rochester LLC., to be known as Stonebrooke Sixth, with four conditions, for the subdivision of 62.5 acres into 69 residential lots, two common area lots, and three outlots.

Community Development Principal Planner Desmond McGeough introduced the item and spoke on the item.
The public hearing was opened. Having no persons wishing to speak, the public hearing was closed.

Cover Page

CD Memo - CD2025-030PLAT - Stonebrooke Sixth Final Plat

Development Timeline Exhibit - CD2025-030PLAT - Stonebrooke 6th Final Plat

Location Map Exhibit - CD2025-030PLAT - Stonebrooke 6th Final Plat

Notification Map - CD2025-030PLAT - Stonebrooke 6th Final Plat

Final Plat Exhibit - CD2025-030PLAT - Stonebrooke 6tth Final Plat

Applicant Narrative - CD2025-030PLAT - Stonebrooke 6th Final Plat

Agency Review Comments - CD2025-030PLAT - Stonebrooke 6th Final Plat

Final Plat Criteria - CD2025-030PLAT - Stonebrooke 6th Final Plat

Resolution - CD2025-030PLAT - Stonebrooke 6th Final Plat

Adopted Resolution No. 227-25 approving Final Plat No. CD2025-030PLAT by Stonebrooke of Rochester LLC., to be known as Stonebrooke Sixth, with four conditions, for the subdivision of 62.5 acres into 69 residential lots, two common area lots, and three outlots.

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

G.3) Final Plat No. CD2025-031PLAT by Noble Development LLC

Official Act: Adopted Resolution No. 228-25 approving Final Plat No. CD2025-031PLAT by Noble Development LLC., to be known as Highland Hills Townhomes Second, with one condition, for the subdivision of 3.63 acres into 20 residential lots and one common area lot.

Community Development Principal Planner Desmond McGeough introduced the item and spoke on the item.
The public hearing was opened. Having no persons wishing to speak, the public hearing was closed.

Cover Page

CD Memo - CD2025-031PLAT - Highland Hills Townhomes 2nd Final Plat

Development Timeline Exhibit - CD2025-031PLAT - Highland Hills Townhomes 2nd Final Plat

Notification Map - CD2025-031PLAT - Highland Hills Townhomes 2nd Final Plat

Location Map Exhibit - CD2025-031PLAT - Highland Hills Townhomes 2nd Final Plat

Application Narrative - CD2025-031PLAT - Highland Hills Townhomes 2nd Final Plat

Agency Review Comments - CD2025-031PLAT - Highland Hills Townhomes 2nd Final Plat

Final Plat Criteria - CD2025-031PLAT - Highland Hills Townhomes 2nd Final Plat

Resolution - CD2025-031PLAT - Highland Hills Townhomes 2nd Final Plat

Adopted Resolution No. 228-25 approving Final Plat No. CD2025-031PLAT by Noble Development LLC., to be known as Highland Hills Townhomes Second, with one condition, for the subdivision of 3.63 acres into 20 residential lots and one common area lot.

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

H) Reports and Recommendations

H.1) 2026 Preliminary Tax Levy and Recommended Budget

Official Act: Adopted Resolution No. 229-25 certifying the 2026 preliminary tax levy of $118,284,623 which includes:

Establishing the preliminary 2026 Operating and Capital Budget amount of $663,901,470.
Establishing Monday, December 1, 2025, for the public hearing and final adoption of the recommended 2026 Tax Levy and Budget (operating and capital.)

City Administrator Alison Zelms introduced the item and spoke on the item.

Cover Page

Resolution - Establishing the 2026 Preliminary Property Tax Levy and 2026 Budget Hearing

Adopted Resolution No. 229-25 certifying the 2026 preliminary tax levy of $118,284,623 which includes:

Establishing the preliminary 2026 Operating and Capital Budget amount of $663,901,470.
Establishing Monday, December 1, 2025, for the public hearing and final adoption of the recommended 2026 Tax Levy and Budget (operating and capital.)

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

H.2) Renewable Energy Power Purchase Agreement

Official Act: Adopted Resolution No. 230-25 authorizing the City to enter into a Wind Energy Purchase Agreement by and through Rochester Public Utilities for the Restore Renewables Adams Wind Project.

Rochester Public Utilities Director of Power Resources Bill Bullock presented the item and answered questions.

Cover Page

Presentation- Adams Renewable Power Purchase Agreement

Report - RPU Board Report on Renewable Energy Purchase

Exhibit - RPU Signed Resolution - Renewable Energy Purchase Agreements

Agreement - Adams Wind Energy Purchase Agreement

Resolution - Renewable Energy Purchase RPU

Adopted Resolution No. 230-25 authorizing the City to enter into a Wind Energy Purchase Agreement by and through Rochester Public Utilities for the Restore Renewables Adams Wind 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]**

H.3) (previously item F.7) Designating the Office of the City Clerk to Administer and Regulate Administrative Citations and Enforcement

Official Act: Motion to table the resolution designating the Office of the City Clerk to regulate and administer Administrative Citations and Enforcement

pursuant to the authority and parameters outlined in the Rochester Code of Ordinances Chapter 1-2.

Deputy City Clerk Christiaan Cartwright presented on the item and answered questions.

Cover Page

Resolution - Designation of the Office of the City Clerk to Regulate Administrative Action for Licenses under its Authority

Motion to table the resolution designating the Office of the City Clerk to regulate and administer Administrative Citations and Enforcement pursuant to the authority and parameters outlined in the Rochester Code of Ordinances Chapter 1-2.

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

I) Council Initiated Actions

J) Ordinance First Readings

J.1) Annexation Petition No. CD2025-004ANX, by Pulte Homes of Minnesota LLC

Official Act: Receiving and Filing the First Reading of Annexation Petition No. CD2025-004ANX, by Pulte Homes of Minnesota LLC, to incorporate 120 acres of land located southwest of the intersection of Country Club Road and 45th Ave SW.

Cover Page

Ordinance - Pulte CD2025-004ANX

K) Ordinance Second Readings

K.1) Adopting an Ordinance Relating to Administrative Enforcement Procedures

Official Act: Adopted Ordinance No. 4571 Amending the Rochester Code of Ordinances Chapter 1-2, Relating to Administrative Enforcement Procedures.

Cover Page

Ordinance - Amendments to Administrative Fine Procedures RCO 1-2

Adopted Ordinance No. 4571 Amending the Rochester Code of Ordinances Chapter 1-2, Relating to Administrative Enforcement Procedures.

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

L) Tabled Items

M) Other Business

M.1) Rochester Economic Development Authority (EDA) Meeting of September 22, 2025

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

The City Council recessed to a meeting of the Rochester Economic Development Authority at 7:46 p.m.

The City Council meeting was called back to order at 8:05 p.m.

Cover Page

Motion to adopt findings of the Rochester EDA:
1. Accepted Official Act No. OA283-25 (EDA007-25) the minutes and video of the August 11, 2025, meeting of the Rochester Economic Development Authority (EDA) as the official record of the EDA.
2. Adopted Resolution No. 224-25 (EDA007-25) establishing a Tax Increment Financing District through approval of Economic Development District No. 86 and the Tax Increment Financing District Plan No. 86-1 and
Authorized execution of a Development Assistance Agreement with Rochester Lowertown Apartments, LLC for Tax Increment Financing District No.86-1.

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

N) Adjournment at 8:06 p.m.

Adjournment at 8:06 p.m.

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

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

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Accounts Payable for October 6, 2025

MEETING DATE:
October 6, 2025

ORIGINATING DEPT:
Finance Department

AGENDA SECTION:
Consent Agenda

PRESENTER:
Brian Anderson

Action Requested:
Approving the listing of total disbursements for October 6, 2025, in the amount of $14,799,845.72, including investment purchases of $0 and accounts payable of $14,799,845.72.

Report Narrative:
To see a more detailed accounting of this report:
AP Detail Report for October 6, 2025
AP Summary Report for October 6, 2025

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

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

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

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

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

Prepared By:
Andy Henn

Attachments:

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Appointment to Boards and Commissions

MEETING DATE:
October 6, 2025

ORIGINATING DEPT:
Office of the Mayor

AGENDA SECTION:
Consent Agenda

PRESENTER:
Mayor Kim Norton

Action Requested:

Approving the Mayoral appointment of:

1. Paul Marino to the Park Board-Ward 2, effective immediately, to fill the unexpired term of T. Whitehill ending June 20, 2028.

Report Narrative:

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

Park Board

Paul Marino has a genuine interest in preserving and enhancing city parkland, facilities, green space, and natural resources as well as promoting healthy lifestyles and a sense of community.

Priorities & Foundational Principles:

Quality Services for Quality Living
Social Equity

Policy Considerations & DEI Impact:

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

Prior Legislative Actions & Community Engagement:

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

Fiscal & Resource Impact:

No fiscal impact.

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:

Michon Rogers

Attachments:

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Summary of Performance Evaluation for City Attorney Michael Spindler Krage

MEETING DATE:
October 6, 2025

ORIGINATING DEPT:
Human Resources

AGENDA SECTION:
Consent Agenda

PRESENTER:
Council President Schubring or Aaron Parrish

Action Requested:

1. Approving summary of City Attorney Michael Spindler Krage's performance based on the closed session of the City Council held September 29th, 2025, with the meeting being closed pursuant to Minn. Stat. 13D.05, subd. 3(a).
2. Authorizing a 3% merit increase based on successful performance as outlined in the employment agreement.
3. Authorizing an amendment to the employment agreement, attached.

Report Narrative:

Each year in a closed session pursuant to Minn. Stat. 13D.05, subd. 3(a), the Council conducts an annual review of the City Attorney. Below is the framework for the agenda item:

Based on the review, the following summary of the performance evaluation is submitted for the City Council's ratification:

City Attorney Michael Spindler Krage continues to serve the City of Rochester and the City Attorney's office with distinction. His performance exceeds expectations and ongoing contributions to the community are appreciated.

The Council also evaluated the compensation increase of a 0-3% merit increase based on successful performance. The consensus of the Council was to provide a 3% merit increase.

Priorities & Foundational Principles:

Public Safety
Quality Services

Policy Considerations & DEI Impact:

The City Council annually evaluates both the City Attorney and City Administrator. Based on the evaluation, Council considers a 0-3% merit increase based on the performance of the individual. The evaluation is designed to reflect the majority perspective of the City Council.

Prior Legislative Actions & Community Engagement:

The City Attorney receives performance reviews annually.

Fiscal & Resource Impact:
A 3% merit increase for the City Attorney is reflected in the Adopted 2025 Budget.

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

Prepared By:
Aaron Parrish

Attachments:
Agreement - 2025 City Attorney Employment Agreement Amendment

2025 CITY ATTORNEY AMENDED EMPLOYMENT AGREEMENT

THIS AMENDED EMPLOYMENT AGREEMENT (hereinafter referred to as the "Amended Agreement") is made and entered into by and between the City of Rochester, a Minnesota municipal corporation ("City") and Michael Spindler-Krage ("Attorney") with an effective date of the 21st day of October, 2025.

WHEREAS, City recently conducted Attorney's performance review, facilitated by the Council President, to review Attorney's performance over the past year; and

WHEREAS, in summary, Attorney has successfully served in the role of City Attorney, guiding his Department, the Common Council and the organization through many challenges and opportunities over the past year; and

WHEREAS, the City Attorney's Charter position is unique (at will) and offers an opportunity to craft employment terms that are advantageous to the City as well as Attorney, and can create cost savings for both; and

NOW, THEREFORE, in consideration of the mutual covenants set forth in this agreement, City and Attorney agree to amend the original October, 2021 Employment Agreement, as well as any subsequent amendment, to read as follows:

Section 4. Participation in Employee Benefits. The City shall provide Attorney the same group hospital, medical, dental, life, and disability insurance benefits as provided to all other City department heads, subject to the following provision; Attorney is permitted to opt out of group medical insurance and in exchange, the City will pay Attorney an amount equal to ninety percent (90%) of the premium cost the City would otherwise have contributed toward employee only coverage under the Base Plan.

Said payments will be in the form of taxable earnings (but not subject to Public Employee Retirement Association contribution) on the same schedule as regular City medical premium contributions (twice monthly.) Notwithstanding the above, Attorney may instead utilize tax advantaged accounts available currently or in the future (such as deferred compensation or health care savings plans, whether construed as employee or employer contributions, in accordance with all applicable legal and plan requirements.)

A precondition of Attorney opting out of group medical insurance is his confirmation that he has alternative Affordable Care Act (ACA) compliant health insurance coverage for himself and eligible dependents through other means. In the event Attorney loses access to such alternative medical insurance due to a qualifying life event (as defined under IRS § 125 and applicable City benefit policies), Attorney will be permitted to re-enroll in the City's group health insurance in accordance with the plan's rules governing mid-year enrollment changes. In that event, City's contribution under this provision will cease.

All other terms of the prior employment agreements remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year written below.

CITY OF ROCHESTER

By_____
Its Mayor

Dated: _____

By_____

Its City Clerk

Dated: _____

CITY ATTORNEY

_____

ROCHESTER BOARDS & COMMISSIONS

REQUEST FOR ACTION

Renewable Energy Power Purchase Agreement

MEETING DATE:
October 6, 2025

ORIGINATING DEPT:
Rochester Public Utilities

AGENDA SECTION:
Consent Agenda

PRESENTER:
Director of Power Resources, Bill Bullock

Action Requested:

Adopting a Resolution authorizing the City to enter into a Wind Energy Purchase Agreement by and through Rochester Public Utilities for the Restore Renewables Dodge Center Wind Project and the Engie North Hills Wind Project.

Report Narrative:

Background

RPU has set a resource plan goal of 100% net renewable energy by 2030 aligned with the expiration of the Southern Minnesota Municipal Power Agency (SMMPA) contract. Since the initial goal was set, the federal policy toward renewables has shifted significantly. The eligibility for tax credits has been sharply curtailed so only projects that are in advanced stages of development have a chance to qualify. The impact of this policy change is a smaller pool of projects, and the surviving projects have a short runway in order to secure the tax credits that offset project costs by 30% or more. Since the tax credits are now largely sunsetting by 2028, the ability to secure contracts requires executing power purchase agreements ahead of our initial goal and before the SMMPA contract term ends. This exposes RPU to additional costs and places upward pressure on rates. However, securing the contracts is important to ensure RPU can comply with the Minnesota Carbon Free Standard and RPU's renewable goals as well as securing a long-term energy cost hedge with long term supply contracts for predictably priced wind energy.

Staff ran a Request for Information (RFI) process at the end of 2024 and received several responses from wind, solar, and energy storage developers. Teammates identified several lower risk, lower priced projects that could serve as foundational elements of a decarbonized power supply portfolio.

The RPU team has since done economic modeling, discussed terms, and is now reviewing contracts with these renewable project developers. Of the projects evaluated, staff have identified three (3) projects with two (2) developers that are the most promising to help meet RPU's resource planning goals. The City Council approved the first of these projects - the Adams Wind Energy Project on September 22. RPU is asking for approval of the other two projects at this time.

The projects include an existing 40 MW wind project in Dodge Center, Minnesota, and a new development 180 MW wind project in Howard County, Iowa (North Hills).

This item seeks authorization for the City to enter into this contract. The contracted energy from these projects represents over 58% of RPU’s energy needs, locks in pricing in an uncertain market, for a 15- and 25-year term, respectively. Altogether, this wind portfolio is expected to deliver over 60% of our

energy needs moving forward.

Policy Considerations & DEI Impact:

The Power Purchase Agreements (PPAs) are a key part of the strategy to decarbonize RPU's power supply. The renewable energy certificates included with the power in these agreements is key to compliance with the Minnesota Carbon Free Standard and RPU's net renewable goals.

A redacted copy of the Power Purchase Agreement (PPA) is attached because certain contract terms are protected under a nondisclosure agreement. The City of Rochester has previously exercised its authority under Minn. Stat. § 453 to act in a commercial capacity. This allows the city to withhold proprietary information while still fulfilling its disclosure obligations.

Prior Legislative Actions & Community Engagement:

RPU teammates presented the updates to the 20-year financial projection and the power supply resource plan update in the July 22, 2025, Utility Board Meeting, which outlined the costs of different scenarios. Teammates also presented a Council Study Session report on the Wind Energy Purchase Agreements and how they contribute to the net renewable goals of the City on September 8, 2025.

Fiscal & Resource Impact:

These projects account for approximately 58% of RPU's projected annual energy purchases. The agreement will supplant part of the SMMPA supply in 2030 on termination of the SMMPA contract and retirement of the Sherco Unit 3. The Dodge Center project may begin delivering output in 2026. In 2026 through 2029, renewable energy certificates will be banked. The North Hills project is expected to begin operation by early 2027.

Federal Policy changes could increase the price of these agreements, particularly if the pending changes to IRS rules put the currently assumed eligibility for federal tax credits at risk.

This project will provide a compliance pathway for the Minnesota Carbon Free Standard through 2041 and significant progress toward the RPU 100% net renewable energy by 2030 as part of the overall power supply plan.

Prepared By:

Bill Bullock

Attachments:

Report - RPU Board Report on Renewable Energy Purchase

Exhibit - RPU Signed Resolution - Renewable Energy Purchase Agreements

Purchase Agreement - Dodge Center Wind Energy

Purchase Agreement - North Hills Wind Energy (Proposed Final Version Redacted).pdf

Resolution - RPU Renewable Energy Purchase

Presentation RPU Dodge Center-North Hills Renewable Power Purchase Agreements

RPU Wind Energy Purchase Agreements Public Utility Board Report

PUBLIC UTILITY BOARD REPORT TO ROCHESTER CITY COUNCIL DATE: September 8, 2025

SUBJECT: Approval of Wind Energy Purchase Agreements (PPA)

EXECUTIVE SUMMARY

The Public Utility Board recommends the approval of the following Wind Energy Purchase Agreement (PPAs) between RPU and the respective counterparties:

- North Hills Wind, LLC (180 MW) located in Howard County, Iowa
- Restore Renewables LLC (40 MW) located in Dodge Center, Minnesota
- Restore Renewables II LLC (up to 25 MW) located in Adams, Minnesota

The PPAs will provide a stable and cost-effective energy supply for RPU throughout its 25 year term. This agreement aligns the city's long-term sustainability goals, ensures price stability, and enhances energy reliability for residents and businesses. The PPAs in total are for up to 245 megawatts of renewable wind power.

BACKGROUND

Per City Charter (https://tinyurl.com/9nauva2v) the council may authorize contracts with suppliers based on a report of recommendation from the Public Utility Board. RPU is authorized to enter into long term agreements for the supply of energy through the provisions of Chapter 453 of MN Statutes (Ch. 453 MN Statutes). The subject PPA maintains diversification of the City's energy portfolio while maintaining affordability and reliability. The subject PPAs offer competitive pricing and support the transition to renewable energy sources, reducing dependence on fossil fuels and serves as a hedge against rising energy prices. The PPAs provide needed energy, capacity and renewable energy certificates to allow compliance with Minnesota State Law on the Carbon-Free Standard and the City of Rochester goal of achieving 100% net renewable energy.

KEY BENEFITS OF THE AGREEMENTS

- **Cost Stability:** The agreements provide predictable energy costs, shielding RPU customers from market volatility.
- **Renewable Energy Integration:** Supports the city's commitment to sustainability by incorporating renewable wind energy and the environmental attributes required to demonstrate compliance with that goal.

FINANCIAL CONSIDERATIONS

The subject agreement represents approximately 60% of RPU's total energy needs. It includes a fixed-rate structure over 25 years, minimizing financial uncertainty. To qualify for federal investment tax credits, the start of commercial operation of the project is required to occur no later than December 31, 2027. This means that RPU will be buying the output and selling it into the open market from the commercial operation date until the SMMPA contract ends on March 31, 2030. During this time, RPU will be accepting some market risk that the market price is below the PPA price and thus induce additional costs. In the upper risk case, this could induce up to $30 million in additional annual costs. In the average risk case, this could mean up to $18 million in additional annual costs and in the lowest risk case, this would mean about $ 2 million in additional annual costs for the pre- 2030 period. RPU is seeking risk management products to contain some of this pre-2030 risk.

RPU Wind Energy Purchase Agreements Public Utility Board Report

ENVIRONMENTAL IMPACT

This contract will allow the City to reduce greenhouse gas emissions from its power supply by approximately 500,000 tons annually as compared to RPU's current power supply, which represents more than half of the current total estimated greenhouse gas emissions.

RISK ANALYSIS

RPU staff has reviewed the terms of the PPA with outside counsel and the City Attorney to keep the contract within the traditional risk tolerance of RPU and the City.

1. Counterparty Risk

Risk Type	Description	Mitigation
Developer/Seller Credit Risk	Seller may default or underperform financially	Security in the form of a letter of credit payable to RPU should the seller lose their credit rating or default on its obligations.
Project Completion Risk	Project may be delayed or not completed	Monthly progress reports on construction/ development activities and late completion penalties and potential option to terminate (penalty/termination provision pending). This applies to the North Hills project since the Restore Renewables projects are currently operational.

2. Operational Risk

Risk Type	Description	Mitigation
Resource Risk (Wind Variability)	Wind may underperform vs projections	The cost is purely variable based on the amount of production, so RPU only pays for what is produced.
O&M Performance	Poor maintenance reduces availability	There is an availability guarantee in the PPA with penalties for poor performance. With prolonged poor performance, option to terminate.
Curtailment Risk	Grid constraints may limit energy delivery	The existing Generation Interconnection Agreement has been granted, and the MISO modeling indicates there is sufficient Transmission to accommodate the output of the facility.

3. Price and Market Risk

Risk Type	Description	Mitigation
Price Mismatch	PPA price may exceed market price	The PPA price does exceed historical market prices. The PPA is at a relatively low price and is fixed over the life of the agreement.
Basis Risk	Difference between project node and buyer delivery point pricing	This project has a relatively low basis differential between the RPU node and the project node. However, if supply in the area increases congestion on the transmission system, this basis differential could increase. RPU is seeking risk products to further offset this risk.
Change in Law Price Risk	There are several provisions in the change of law that could increase the price of the North Hills PPA. These include change in law related to tax credits, change in law related to tariffs and general change in law.	Change in law provisions that result in an increased price need to be reviewed with the Buyer up to a Ceiling Price. Above the Ceiling Price, Buyer has the option to terminate the contract.

4. Regulatory and Policy

Risk Type	Description	Mitigation
Policy Changes	Changes in tax credits or trade policy (tariffs).	The North Hills project is in advanced development and there is a very good chance of safe harboring the tax credits. The contract is fixed price, so the loss of tax credits would allow the counterparty to propose a price change, or RPU could choose to terminate. The Restore Renewables Projects do not require tax credits since they are already operational.
Permitting / Environmental	Permits delayed or revoked	The PPAs contain requirements for compliance with permits. One outstanding regulatory clearance For North Hills is from the FAA. The counterparty has kept RPU updated on the clearance and it appears to be moving forward.

RPU Wind Energy Purchase Agreements Public Utility Board Report

5. Contractual Risk

Risk Type	Description	Mitigation
Force Majeure	Natural disasters, war, etc. can excuse performance	The North Hills PPA includes a Force Majeure clause that allows termination of contract if event causes more than 365-day delay, with 10 days written notice.
Termination Risk	Early termination by either party	Termination is limited to a very narrow number of factors - Force Majeure, Project Delays
Change in Law	Increases in project cost or delivery changes	North Hills contract includes equitable sharing clauses and renegotiation triggers. This provision is not applicable to the completed Restore Renewables projects.

6. Financial and Settlement Risk

Risk Type	Description	Mitigation
Payment Risk	Seller fails to deliver, buyer still pays	RPU only pays for energy delivered under the PPA (unless RPU requests curtailment). Replacement power costs by Seller.
Settlement Disputes	Errors in metering or calculations	There are clear metering data requirements as an Exhibit in the agreement. Informal dispute resolution process.

7. Community Risk

Risk Type	Description	Mitigation
Community Opposition	Local pushback delays project or creates bad press	The North Hills developer has engaged in community outreach and the project provides tax revenue to the county. The Restore Renewables projects are already existing in the community.

8. Performance Metrics and Monitoring

	Approach	Mitigation
KPI Monitoring	Availability, output vs forecast, energy delivered	Unit availability metrics included in contract and will be reviewed as part of operating committee. Operating committee will coordinate market participation with forecasts into MISO Day Ahead markets.
Reporting Obligations	Frequency and type of reports from seller (monthly, annual)	For North Hills, monthly progress reports leading up to commercial operation and following that, meetings through an operating committee to coordinate activities.
Audit Rights	Buyer should retain audit rights for metering, operations	RPU has rights to access metering equipment, with a two year look back on recovering billing discrepancies.

9. Insurance and Liability

Risk Type	Description	Mitigation
Property/Equipment Damage	Wind turbines or substation damaged	Insurance requirements are integrated into the PPA.
Third-Party Liability	Damage to others from the project	Each party is responsible for its own response to third party liability claims.

RECOMMENDATION

The Public Utility Board recommends that the City Council authorize the RPU General Manager and the City Attorney to finalize the subject PPAs to ensure long-term energy security, financial stability, and environmental sustainability of the City.

ROCHESTER
PUBLIC UTILITIES
WE PLEDGE, WE DELIVER

RESOLUTION

BE IT RESOLVED by the Public Utility Board of the City of Rochester, that the Rochester Public Utilities General Manager and the Rochester City Attorney are hereby authorized to negotiate and finalize the Wind Energy Purchase Agreements with North Hills Wind Project, LLC, Restore Renewables, LLC and Restore Renewables II, LLC with up to 245 MW of wind-based projects, for recommended approval by the Rochester Common Council.

BE IT FURTHER RESOLVED by the Public Utility Board of the City of Rochester that the above referenced power purchase agreements shall be recommended for approval by the Rochester Common Council forthwith.

PASSED AND ADOPTED BY THE PUBLIC UTILITY BOARD OF THE CITY OF

ROCHESTER, MINNESOTA, THIS 26th DAY OF AUGUST 2025.

VICE PRESIDENT

SECRETARY

8-26-2025
DATE

DODGE CENTER WIND ENERGY POWER PURCHASE AGREEMENT

This Dodge Center Wind Energy Power Purchase Agreement (the "Agreement") has been entered into and is made effective as of this ____ day of _____, 2025 (the "Effective Date"), by and between the City of Rochester, by and through Rochester Public Utilities, a Minnesota municipal utility with a principal place of business at 4000 East River Road NE, Rochester, MN, 55906 ("Buyer"), and Restore Renewables LLC, a Minnesota limited liability company with a principal place of business at 4200 Badger Hills Dr. NW, Rochester, MN 55901 (Seller, as defined herein). Buyer and Seller are hereinafter referred to individually as a "Party" and collectively as the "Parties."

WHEREAS, Seller fully owns and has managerial control over the following entities: (1) Ashland Windfarm, LLC, a Minnesota limited liability company; (2) Asian CS, LLC, a Minnesota limited liability company; (3) Bangladesh CS, LLC, a Minnesota limited liability company; (4) BT, LLC, LLC, a Minnesota limited liability company; (5) Burmese CS, LLC, a Minnesota limited liability company; (6) REAP, LLC, a Minnesota limited liability company; (7) GM, LLC, a Minnesota limited liability company; (8) Grant Windfarm, LLC, a Minnesota limited liability company; (9) Indian CS, LLC, a Minnesota limited liability company; (10) McNeilus Windfarm, LLC, a Minnesota limited liability company; (11) Salvadoran CS, LLC, a Minnesota limited liability company; (12) SG, LLC, a Minnesota limited liability company; (13) Zumbro Windfarm, LLC, a Minnesota limited liability company; (14) Brandon Windfarm, LLC, a Minnesota limited liability company; (15) Henslin Creek Windfarm, LLC, a Minnesota limited liability company; (16) GarMar Wind I, LLC, a Minnesota limited liability company; (17) Wilhelm Windfarm, LLC, a Minnesota limited liability company; (18) Elsinore Wind, LLC, a Minnesota limited liability company; (19) Wasioja Wind, LLC, a Minnesota limited liability company; and (20) Triton Windfarm, LLC, a Minnesota limited liability company, (collectively referred to herein as "Seller");

Commented [BB1]: Update as necessary

WHEREAS, Seller owns and operates a wind electric generating facility and equipment located in Dodge Center, Minnesota, with an expected nameplate capacity of 40.55 MW (the "Facility"); and

WHEREAS, Seller desires to sell and deliver and Buyer desires to purchase and to accept delivery of the Products (as defined herein) at the prices and on the terms and conditions set forth in this Agreement.

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

1. Definitions and Construction. The capitalized terms in this Agreement shall have the meaning set forth herein. Other terms used in this Agreement but not defined shall have meaning as commonly used in the Englich language and, for technical terms used herein, the generally accepted technical or trade meanings. Unless otherwise defined or required by the context in which the term appears: (a) the singular includes the plural and vice versa; and (b) the words include(s) and including mean "include(s) and including without limitation."

"Actual Damages" has the meaning set forth in Section 22.

"Agreement" has the meaning set forth in the first paragraph hereof.

"Ancillary Services" has the meaning set forth in Section 5.

"Applicable Laws" means all laws, statutes, treaties, codes, ordinances, regulations, certificates, orders, licenses and permits of any Governmental Authority that are applicable to a Party, the business of a Party or the development, construction or operation of the Facility, now in effect or hereafter enacted, amendments to or interpretations of any of the foregoing by a Governmental Authority having jurisdiction, and all applicable presidential, judicial, administrative, arbitration and regulatory decrees, judgments, injunctions, writs, orders, awards or like actions.

"Buyer" has the meaning set forth in the first paragraph hereof.

"Capacity Rights" has the meaning set forth in Section 5.

"Claiming Party" has the meaning set forth in Section 19.

"Delivery Point" means the point on the electric system where Seller makes available to Buyer and delivers to Buyer the Renewable Energy being sold by Seller to Buyer under this Agreement, and shall for the purposes of this Agreement be the same physical location as the Interconnection Point designed in Exhibit A.

"Eligible Energy Resource" means any resource that qualifies as a carbon-fee resource and a renewable eligible energy technology under Minnesota Statutes, Section 216B.1691, as may be amended, and is certified to generate, claim, own, or use Green Tags under the protocols and procedures developed and approved by a Governmental Authority for the M-RETS Program and any successors.

"Environmental Attributes" has the meaning set forth in Section 5.

"Event of Default" has the meaning set forth in Section 21.

"Facility" has the meaning set forth in the second paragraph hereof.

"FERC" means the Federal Energy Regulatory Commission or any successor agency.

"Force Majeure" has the meaning set forth in Section 19.

"Forced Outage" means any condition at the Facility that requires the immediate and unplanned removal for a period of time reasonably believed by Seller to last for longer than one (1) hour of the Facility, or at least ten percent thereof, from service, another outage state, or a reserve shutdown state, resulting from immediate mechanical/electrical/hydraulic control system trips and operator-initiated trips in response to abnormal Facility conditions or alarms.

"Future Environmental Attributes" has the meaning set forth in Section 5.

"Governmental Authority" means any federal, state, local or local governmental body; any governmental, quasi-governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or any court or governmental tribunal.

"Interconnection Point" has the meaning set forth in Section 8.

"M-RETS Program" means the Midwest Renewable Energy Trading System program, Minnesota Public Utilities Commission docket number E-999/CI-04-1616 and subsequent related proceedings.

"MISO" means the Midcontinent Independent System Operator, which shall include any successor organization or regional transmission organization in which Buyer is a member.

"NERC" means the North American Electric Reliability Corporation or any successor agency.

"Non-Compensable Curtailment" has the meaning set forth in Section 20.

"Party" or "Parties" has the meaning set forth in the first paragraph hereof.

"Planned Outage" means any non-emergency maintenance that reduces the energy generation capability of the Facility by more than ten (10) percent.

"Products" has the meaning set forth in Section 5.

"Protected Data" has the meaning set forth in Section 30.

"Prudent Utility Practices" means the practices, methods, standards and acts engaged in or approved by a significant portion of the applicable segment of the wind electric power generation industry pertaining to facilities of the type, similar size and location to the Facility that, at a particular time, in the exercise of commercially reasonable judgment, in light of the facts that are known, or reasonably should have been known, at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with Applicable Law. Prudent Utility Practices are is not limited to the optimum practice, method, standard or act to the exclusion of all others, but rather to those practices, methods, standards and acts generally acceptable or approved by a significant portion of the applicable segment of the wind electric power generation industry in the relevant region, during the relevant period.

"Rate" has the meaning set forth in Section 6.

"Renewable Energy" has the meaning set forth in Section 5.

"Renewable Energy Credits" means any contractual right to the full set of non-energy attributes, including any and all credits, benefits, emissions reductions, offsets, and allowances, however entitled, directly attributable to a specific amount of capacity and/or electric energy generated from an Eligible Energy Resource, as may be under any existing or future statutory or regulatory scheme (federal, state, or local) by virtue of or due to the Facility's actual energy production or the Facility's energy production capability because of the Facility's environmental or renewable characteristics or attributes.

"SCADA" means supervisory control and data acquisition.

"Seller" has the meaning set forth in the second paragraph hereof.

"Term" has the meaning set forth in Section 2.

"Trade Secret Data" has the meaning set forth in Section 30.

"Transmission Provider" has the meaning set forth in Exhibit A.

"Transmission Tariff" has the meaning set forth in Section 4.

2. Term. This delivery of Products under this Agreement shall commence on May 1, 2026 and continue for a period of ten (10) years, subject to earlier termination as provided in this Agreement or as otherwise agreed to by the Parties. The Parties may, by their mutual written agreement, extend this Agreement for one (1) additional term of five (5) years. The Parties shall meet and confer in good faith no later than ninety (90) days prior to the expiration of the initial ten (10) year term to discuss whether they wish to enter into such an extension. The initial term and any additional term shall be referred to as the "Term."

3. The Facility. Further description of the Facility, including location, site map, turbine manufacturer and model, equipment, interconnection details, and the location of the Delivery Point (as defined herein) is set forth in Exhibit A. The Facility includes Seller's interconnection facilities to connect the Facility to the Delivery Point. The Facility shall include all equipment and telecommunications capabilities necessary to communicate with Buyer's SCADA system. The Facility is located within the jurisdiction of the MISO.

4. MISO Interconnection. Seller shall be responsible for making, maintaining, and paying all costs associated with the interconnection of the Facility to the MISO system. Seller shall comply in all material respects with MISO requirements for the interconnection and the requirements set forth in the applicable MISO Open Access Transmission Tariff, as may be amended from time to time (the "Transmission Tariff"). If Buyer desires to claim the Facility as a network resource (as defined in the Transmission Tariff), then Seller shall cooperate reasonably in any request by Buyer to assist in Buyer's efforts to have the Facility approved as a network resource or equivalent classification under the Transmission Tariff.

5. Products. During the Term, Seller shall provide the following products related to the Facility (paragraphs a-e below, collectively, the "Products"):

(a) Renewable Energy. All current renewable energy generated by the Facility and delivered and sold to Buyer at the Point of Delivery ("Renewable Energy"). Renewable Energy is provided as-generated, as-available and measured in megawatt hours (MWh), through the ISO meter at the Interconnection Point;

(b) Environmental Attributes. Buyer shall have rights to all environmental attributes attributed to the Facility over the Term, including Renewable Energy Credits and (a)

any emissions, air quality or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, however labeled or designated, resulting from, attributable to, or associated with a renewable energy facility or the energy generated thereby that is related to such facility's benefits to the environment and capable of being measured, verified, or calculated, and (b) the reporting rights related to any such attributes ("Environmental Attributes"). All Renewable Energy Credits must be "CRS Listed" under the current version of Green-E, as may be amended.

(c) Capacity Rights. Seller shall transfer to Buyer, and Buyer shall accept from Seller, any right, title, and interest that Seller may have in and to capacity rights, meaning zonal resource credits, as recognized and assigned to the Facility under the MISO market rules ("Capacity Rights"), if any, existing during the Term; provided that, (a) Buyer shall obtain any required Network Integration Service (as defined in the Tariff) at its sole cost and expense. Buyer's purchase of Capacity Rights in no way represents any purchase of equity or ownership rights of any kind in Seller or the Facility.

(d) Ancillary Services. Seller shall provide ancillary services, meaning those ancillary services defined under the Transmission Tariff as well as those other services and products that may be included under the Transmission Tariff from time to time, which are associated, directly or indirectly, with the capacity of the Facility or the transmission of energy from the Facility ("Ancillary Services").

(e) Future Environmental Attributes. Buyer will have rights to any environmental attributes that are recognized in the MISO market after the Effective Date ("Future Environmental Attributes"). The Parties intend to create Future Environmental Attributes, and Seller will ensure the Facility is designed, constructed, and operated to achieve them. Buyer will pay for costs relating to the qualification, production, and delivery of Buyer's fraction of the Future Environmental Attributes and Seller shall reasonably cooperate in the process. If Future Environmental Attributes (A) require material modifications to the Facility (or the design thereof) to any interconnection or transmission facilities, (B) require Seller to reduce the availability of the Facility, (C) would result in lost energy or Environmental Attributes revenue that are recognized in the MISO market as of the Effective Date, then the Parties shall negotiate in good faith to address such costs.

6. Rate. For the provision of the Products under the Term of this Agreement, Buyer shall pay Seller an amount equal to [redacted] (the "Rate").

7. Tax Credits. Seller shall retain title to production tax credits associated with the construction or operation of the Facility, and other financial incentives in the form of credits, reductions, or allowances associated with the Facility that are applicable to a state or federal tax obligation.

8. Interconnection. The Facility will interconnect with the MISO transmission system at the point of interconnection ("Interconnection Point"). Seller has and will keep in full force and effect interconnection agreement(s) to successfully connect the Facility with the MISO system at the

Interconnection Point for the delivery of the Facility's output to the Delivery Point. During the Term, Seller authorizes Buyer to contact and obtain information concerning the Facility and interconnection agreement(s) directly from MISO or other transmission authority of competent jurisdiction and, upon request, Seller shall confirm such authorization in writing to such transmission authority or any applicable transmission owners in such form as requested by Buyer or the transmission authority.

9. Delivery. Seller shall be solely responsible for arranging and delivering Renewable Energy to be purchased hereunder to the Delivery Point. As between the Parties, Seller shall be solely responsible for all costs and charges incurred in connection with the delivery of such Renewable Energy to the Delivery Point, whether imposed pursuant to standards or provisions established by FERC, NERC, any other Governmental Authority, or the Transmission Provider. Buyer, or its designee, shall be solely responsible for arranging, scheduling, and delivering Renewable Energy to be purchased hereunder from and beyond the Delivery Point. As between the Parties, Buyer shall be solely responsible for all costs and charges incurred in connection with the delivery of such Renewable Energy from and beyond the Delivery Point after its receipt from Seller in accordance with this Agreement, whether imposed pursuant to standards or provisions established by FERC, NERC, any other Governmental Authority, or the Transmission Provider.

10. Title. Buyer shall take title to the Renewable Energy at the Delivery Point, and risk of loss will pass from Seller to Buyer at the Delivery Point. Seller shall be responsible for all interconnection, electric losses, transmission, ancillary service arrangements, taxes, and costs required to deliver Renewable Energy from the Facility to the Delivery Point. Buyer shall be responsible for all electric losses, transmission, and ancillary service arrangements, taxes, and costs from the Delivery Point.

11. Facility Operations. Seller, at its sole expense, shall operate, maintain, and repair the Facility in accordance with all Applicable Laws, Prudent Utility Practices, MISO requirements, the terms of this Agreement, and any applicable interconnection agreement(s). Seller shall be responsible for complying with any permits or licenses necessary to operate or maintain the Facility. Each Party shall at all times comply with all Applicable Laws. Seller shall maintain the Facility according to applicable warranty requirements, relevant equipment manufacturer's specifications, and Prudent Utility Practices.

12. Market Participant/Scheduling. Buyer shall arrange and be responsible for scheduling and transmission services beyond the Delivery Point with respect to the output of the Facility. Buyer shall act as or appoint the Market Participant (as defined by MISO) during the Term as required for scheduling the output of the Facility and shall comply with the Transmission Tariff and applicable, material MISO Market Participant requirements.

13. Certification. Seller will provide reasonable cooperation to Buyer during the Term with respect to certification of the Facility as a renewable energy resource under applicable state or regional regulatory requirements or any other renewable energy standard or environmental compliance program for which the Facility may qualify in order that Buyer may record or sell Environmental Attributes.

14. Planned Outages. During the months of June through August and December through February Seller shall not schedule any Planned Outage unless (i) such outage is required to avoid damage to the Facility, (ii) such maintenance is necessary to maintain equipment warranties and cannot be scheduled outside the months of June through September, (iii) such outage is required in accordance with Prudent Utility Practices, or (iv) the Parties agree otherwise in writing

15. Billing. Buyer shall pay Seller monthly for the Products, in an amount equal to the Renewable Energy delivered to the Delivery Point, in MWh, at the $/MWh rate listed in Section 6. Seller shall invoice Buyer monthly. Such monthly invoices shall state (i) the amount of Renewable Energy produced by the Facility and delivered to the Delivery Point, (ii) the rates applicable to, and charges incurred by, Buyer under this Agreement, (iii) any applicable taxes or charges payable by Buyer for the month as provided in this Agreement, and (iv) the total amount due from Buyer. Seller's billing process includes ACH invoicing.

16. Payment. All amounts due under this Agreement shall be due and payable net thirty (30) days from receipt of invoice. Any undisputed portion of the invoice amount not paid within the thirty (30) day period shall accrue interest at the annual rate of one and one-half percent (1.5%) over the prime rate, as published in the Wall Street Journal (but not to exceed the maximum rate permitted by law).

17. Malfunction. Seller shall notify Buyer within twenty-four (24) hours following Seller's discovery of (i) any material malfunction in the operation of any part of the Facility or (ii) an interruption in the supply of electrical energy from the Facility. Each Party shall designate personnel and establish procedures to provide notice of such conditions requiring Seller's repair or alteration at all times, twenty-four (24) hours per day, including weekends and holidays.

18. Meters. Seller shall install at least one meter at the Delivery Point for the Facility, which shall be capable of gathering real time telemetry data and transmitting on a periodic basis, not less than every fifteen minutes. Meters shall be used to determine the Renewable Energy made available to Buyer by Seller under this Agreement and to monitor and coordinate operation of the Facility, shall be owned, installed, and maintained by Seller in accordance with Prudent Utility Practices at no cost to Buyer. Seller shall provide Buyer access to all such meters for all purposes necessary to perform under this Agreement, and shall provide Buyer the reasonable opportunity to be present when any Facility meter is to be inspected and tested or adjusted in accordance with Prudent Utility Practices. Seller shall provide Buyer with authorizations necessary to have access to the monitoring data. If a Facility meter fails to register, or if the measurement made by any meter is found upon testing to be inaccurate by more than five percent (5.0%), Seller shall make an adjustment correcting all measurements by the inaccurate or defective meter, for both the amount of the inaccuracy and the period of the inaccuracy.

19. Force Majeure. Force Majeure means an event or circumstance that prevents one Party from performing its obligations under this Agreement, which event or circumstance was not anticipated as of the date the Agreement was agreed to, which is not within the reasonable control of, or the result of the negligence of the Claiming Party (defined below), and which, by the exercise of due diligence, the Claiming Party is unable to overcome or avoid or cause to be avoided.

(a) Claiming Process. To the extent either Party is prevented by Force Majeure from carrying out, in whole or part, its obligations under the Agreement and such Party (the "Claiming Party") gives notice and details of the Force Majeure to the other Party as soon as practicable, then the Claiming Party shall be excused from the performance of its obligations with respect to this Agreement. The Claiming Party shall remedy the Force Majeure with all reasonable dispatch. The non-Claiming Party shall not be required to perform or resume performance of its obligations to the Claiming Party corresponding to the obligations of the Claiming Party excused by Force Majeure.

(b) Force Majeure Exclusions. Force Majeure shall not include: (i) a Party's ability to enter into a similar contract at a more favorable price or under more favorable conditions or other economic reasons; (ii) delays, equipment defects, or other defects or non-performance of suppliers, vendors, or other third parties with whom a Party has contracted, except to the extent that such delays or non-performance were due to circumstances that would themselves constitute Force Majeure; (iii) outages of the Facility to the extent not themselves caused or exacerbated by an event of Force Majeure; or (iv) any other economic hardship or changes in market conditions affecting the economics of either Party under the Agreement.

(c) Termination Rights. If a Party's material obligations under the Agreement have been excused by an event of Force Majeure for a period in excess of twelve (12) consecutive months, then either Party may terminate the Agreement by providing written notice. Any such termination of the Agreement will not be considered a termination due to an Event of Default, and neither Party will have any liability solely as a result of such termination.

20. Curtailment. Seller shall at all times during the Term comply with the directives of MISO under the Transmission Tariff and any interconnection agreement regarding the curtailment of the delivery of all or a portion of the Renewable Energy from the Facility to the Delivery Point. In response to a curtailment directive from MISO Seller shall reduce the Renewable Energy delivered to the Delivery Point as soon as practicable and in accordance with MISO requirements and in a controlled manner following turbine manufacturers' guidelines. Upon receipt of a curtailment directive from MISO pertaining to the Facility, each Party shall promptly notify the other Party of the maximum amount of Renewable Energy, if any, during the period of such curtailment that Seller may continue to deliver and the duration of such period, and Seller shall ensure that the amount of Renewable Energy delivered complies. No compensation for the curtailed Renewable Energy shall be owing if the curtailment is due to an emergency (as provided by MISO, the Transmission Tariff, the interconnection agreement, or as agreed by the Parties), Forced Outage, Planned Outage, Force Majeure, or any market dispatch that includes an MRD flag (collectively, "Non-Compensable Curtailment").

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21. Events of Default. The following events each shall constitute an "Event of Default" of the specified Party if such event has not been cured within the cure period specified for such event:

(a) Either Party's failure to make, when due, any payment to the other Party as required by this Agreement, other than an amount that is subject to a good faith dispute, and such amount remains unpaid for a period of ten (10) business days after the date the defaulting Party receives notice from the non-defaulting Party that the amount is overdue.

(b) By Seller, if the Facility fails, for any consecutive twenty four (24) months of the Agreement, to achieve average mechanical availability of more than seventy (70) percent, calculated on a rolling average basis, and such failure is not excused due to Force Majeure.

(c) Either Party's application for, or consent (by admission of material allegations of a petition or otherwise) to, the appointment of a receiver, trustee or liquidator for a Party or for all or substantially all of its assets, or its authorization of such application or consent, or the commencement of any proceedings seeking such appointment against it without such authorization, consent, or application, which proceedings continue undismissed or unstayed for a period of ninety (90) days from its inception.

(d) Either Party's authorization or filing of a voluntary petition in bankruptcy or application for or consent (by admission of material allegations of a petition or otherwise) to the application of any bankruptcy, reorganization, readjustment of debt, insolvency, dissolution, liquidation, or other similar law of any jurisdiction or the institution of such proceedings against a Party without such authorization, application, or consent, which proceedings remain undismissed or unstayed for ninety (90) days from its inception or which result in adjudication of bankruptcy or insolvency within such time.

(e) Either Party's unauthorized assignment of this Agreement immediately upon its occurrence and without further notice from the non-defaulting Party.

(f) Any material representation or warranty made by a Party in this Agreement that is proven to have been false in any material respect when made or ceases to remain true during the Term if such cessation would reasonably be expected to result in a material adverse effect on the non-defaulting Party and such representation or warranty is not corrected or such material adverse effect is not removed within sixty (60) days after notice of such default from the non-defaulting Party.

(g) The failure by either Party to perform or observe any other material obligation to the other Party under this Agreement that is not excused by Force Majeure and such failure shall remain unremedied for thirty (30) days after notice thereof shall have been given by the non-defaulting Party.

22. Remedies. Upon the occurrence of any Event of Default of this Agreement, the non-defaulting Party may pursue all rights and remedies available to it at law and in accordance with the terms of this Agreement. Except as explicitly provided to the contrary in this Agreement, each right or remedy of the Parties provided for in this Agreement shall be cumulative of and shall be in addition to every other right or remedy provided for in this Agreement, and the exercise of one or more or the rights or remedies provided for herein shall not preclude the simultaneous or later

exercise by such Party of any other rights or remedies provided for herein. For all Events of Default, the non-defaulting Party shall be entitled to receive from the defaulting Party all direct damages proximately caused by such Event of Default ("Actual Damages") incurred by the non-defaulting Party. If Seller is the defaulting Party, the Parties agree that Actual Damages recoverable by Buyer hereunder on account of an Event of Default of Seller shall include any direct damages available under this Agreement. Except as expressly stated to the contrary in this Agreement, neither Party shall be liable to the other Party for consequential, incidental, exemplary, special, equitable, or indirect damages.

23. Termination and Damages. For any uncured Event of Default, the non-defaulting Party may, at its option do any, some, or all of the following:

(a) Offset from any payments due from the non-defaulting Party any amount otherwise due, including any unpaid Actual Damages;

(b) Seek Actual Damages in such amounts and on such basis for the default as authorized by this Agreement; or

(c) Terminate this Agreement upon sixty (60) days notice, without penalty or further obligation to the defaulting Party. Upon the termination of this Agreement under this Section, the non-defaulting Party shall be entitled to receive from the defaulting Party, all Actual Damages in connection with the Event of Default resulting in such termination.

24. Responsibilities. Except to the extent expressly provided herein, each Party shall be responsible for its own acts and omissions, for those of its employees and agents, and the results thereof, to the extent authorized by law.

25. Contract Timing. For the avoidance of doubt, the Buyer shall have receive the output from the Facility under the terms and conditions of this Agreement as the Seller's existing contracts with other parties expire. There are three anticipated dates when the output under Seller's existing contracts will be replaced with this Agreement.:

a. May 1, 2026 – 56.60% of the output of the Facility will become available to the Buyer.

b. September 26, 2027 76.57% of the output of the Facility will become available to the Buyer.

c. February 14, 2028 – 100% of the output of the Facility will become available to the Buyer.

26. Dispute Resolution. If a dispute arises between the Parties as to the interpretation or performance of this Agreement, then upon written request of either Party, representatives with settlement authority for each Party shall meet in person and confer in good faith to resolve the dispute. If the Parties are unable to resolve the dispute, they shall make every effort to settle the

dispute through mediation or other alternative dispute resolution methods. If the Parties are unable to resolve the dispute through these methods, either Party may commence an action in Olmsted County or Mower County District Court.

27. Immunity. Nothing contained in this Agreement shall in any way affect, waive, or impair the immunity of Buyer, whether on account of official immunity, legislative immunity, statutory immunity, discretionary immunity, or otherwise under Applicable Law or the damages limitations on Buyer set forth in Minnesota Statutes, Chapter 466, as may be amended.

28. Insurance. Seller shall provide Buyer with two copies of insurance certificates acceptable to Buyer evidencing insurance coverages for the Facility specified in Exhibit B. All such certificates shall (a) name Buyer as an additional insured (except worker's compensation); (b) provide that Buyer shall receive thirty (30) days notice before non-renewal, or cancellation of any of the corresponding policies (except that such notice shall be ten (10) days for non-payment of premiums), but in the event the insurer is not willing to give such notice, Seller shall be required to give such notice to Buyer; (c) provide a waiver of any rights of subrogation against Buyer, its affiliates and their officials, directors, agents, subcontractors, and employees; and (d) indicate that the Commercial General Liability policy has been endorsed as described above. All policies shall be written with insurers with an AM Best rating of at least A-VIII or a Standard & Poor's rating of at least A. All policies shall be written on an occurrence basis, except as provided in Section 29. All policies shall contain an endorsement that Seller's policy shall be primary in all instances regardless of like coverages, if any, carried by Buyer. Seller's liability under this PPA is not limited to the amount of insurance coverage required herein.

29. Term and Modification of Insurance. All insurance required under this Agreement shall cover occurrences during the Term. If any insurance as required herein is commercially available only on a "claims-made" basis, such insurance shall provide for a retroactive date not later than the date of this Agreement and such insurance shall be maintained by Seller for a minimum of two years after the Term.

30. Confidentiality. The Parties acknowledge and agree that during the course of the performance of their respective obligations under this Agreement, either Party may need to provide information to the other Party, which the disclosing party deems confidential, protected from disclosure under Applicable Law, or a trade secret.

(a) Process. The disclosing Party shall conspicuously label as "trade secret" or "protected data" under Applicable Law and request the receiving Party to maintain the confidentiality of such information, which the receiving Party shall do as provided under this Section, except:

i. to a receiving Party representative as needed to perform work under the Agreement; provided, however, that the receiving Party shall advise such representative of the confidentiality of such data pursuant to the terms of this Agreement, and use commercially reasonable efforts to maintain the confidentiality of such data;

ii. to the extent required by court order, legal process, or Applicable Law, provided that the receiving Party shall promptly notify the disclosing Party so that the disclosing Party has a reasonable opportunity to obtain an injunction against such disclosure at its expense, and the disclosing Party shall only disclose the amount of Trade Secret Data or Protected Data as required by such court order or Applicable Law; and

iii. Buyer shall be entitled to make any and all disclosures necessary to its Board, and any of its other existing or future lenders, regulators, power agency, and other authoritative bodies in the ordinary course of its business, provided however that Buyer shall identify and redact all of the Trade Secret Data as sensitive and confidential and shall endeavor to limit such disclosures to the entities described in this paragraph.

(b) Trade Secret Data. "Trade Secret Data" means (i) data that is the subject of efforts that are reasonable under the circumstances to maintain its secrecy, and (ii) data that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other Persons who can obtain economic value from its disclosure or use. Trade Secret Data may be in any form whatsoever, including writings, computer programs, logic diagrams, component specifications, drawings or other media.

(c) Protected Data. If a disclosing Party provides data that does not constitute Trade Secret Data but it believes that the nature of the data or the circumstances surrounding its disclosure and that pursuant to Minnesota law, the data ought, in good faith, to be treated confidentially as nonpublic or not public data, including protected customer data ("Protected Data"), the Disclosing Party shall clearly mark such Protected Data and shall provide a brief accompanying explanation of why the Protected Data should be treated confidentially as nonpublic or not public data.

(d) Exclusions. Trade Secret Data and Protected Data do not include data that (i) was or becomes generally available to the public other than as a result of a disclosure by the receiving Party; (ii) is already in the lawful or rightful possession of the receiving Party at the time of disclosure by the disclosing Party; or (iii) is obtained by the receiving Party from a third party that lawfully and rightfully possesses such data and has not breached any obligations of confidentiality.

(e) Challenge. The receiving Party will notify the disclosing Party if any third party requests Trade Secret Data or Protected Data. In the event of any challenge under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13, Open Meeting Law, Minnesota Statutes, Chapter 13D, or other law, Buyer will determine how to respond based upon the specific facts and circumstances of the challenge and in light of its obligations under the law.

31. Choice of Law. This Agreement shall be governed by the laws of the State of Minnesota, excluding its conflict of law rules.

32. Relationship of the Parties. This Agreement shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either Party.

33. Entire Agreement. This Agreement (including exhibits hereto) constitutes the entire Agreement between the Parties with respect to the Facility and the sale of output from the Facility and supersedes all prior agreements and understandings, oral and written, between the Parties hereto. Headings are for convenience and are not a part of this Agreement.

34. Notice. Any notice permitted or required by this Agreement shall be made in writing by letter, electronic mail, personal service, facsimile, or other documentary form and shall be deemed given upon actual receipt by the Party to which such notice is given. The address for notice to each Party is as follows (as may be later changed by a Party by proper notice):

If to the Buyer:

Rochester Public Utilities
Attn: General Manager
4000 E River Road NE
Rochester MN 55906

And

City Attorney
City of Rochester
201 4th St SE Ste 247
Rochester, MN 55904
(507) 328-2100

If to the Seller:

Restore Renewables, LLC
Attn: Justin McNeilus
4200 Badger Hills Dr. NW
Rochester, MN 55901
[redacted]

35. Successors; Assignment. This Agreement is binding upon and shall inure to the benefit of the Parties hereto and their respective legal representatives, successors, and assigns. Provided, however, neither Party hereto may assign any of its rights herein to any person without the prior written consent of the other Party.

36. Amendment. This Agreement may be amended only in writing.

37. Right of Waiver. Each Party, in its sole discretion, shall have the right to waive, defer, or reduce any of the requirements to which the other Party is subject under this Agreement at any time, but only if such action is in writing and signed by the waiving Party. No waiver will be implied by any usage of trade, course of dealing, or course of performance. Any waiver of performance under this Agreement shall be limited to the specific performance waived and shall not, unless otherwise expressly stated in writing, constitute a continuous waiver or a waiver of future performance. No failure of either Party to enforce any term of this Agreement will be deemed to be a waiver.

38. Severability. If any of the terms, covenants, or conditions of this Agreement shall be held invalid, illegal, or unenforceable by any court or administrative body having jurisdiction, all other terms, covenants, and conditions of the Agreement shall remain in force and effect.

39. Joint Drafting. This Agreement is considered jointly drafted, after arms-length negotiations. In the event of any dispute, any ambiguity in the Agreement shall not be construed against either Party.

40. Counterparts. This Agreement may be executed in counterpart copies by the Parties and each counterpart, when taken together with the other, shall be deemed one and the same executed Agreement.

41. The execution and delivery of this Agreement by Seller shall constitute the valid and binding act of Seller and each of the following entities, with the same force and effect as if each had executed this Agreement individually (1) Ashland Windfarm, LLC, a Minnesota limited liability company; (2) Asian CS, LLC, a Minnesota limited liability company; (3) Bangladesh CS, LLC, a Minnesota limited liability company; (4) BT, LLC, LLC, a Minnesota limited liability company; (5) Burmese CS, LLC, a Minnesota limited liability company; (6) REAP, LLC, a Minnesota limited liability company; (7) GM, LLC, a Minnesota limited liability company; (8) Grant Windfarm, LLC, a Minnesota limited liability company; (9) Indian CS, LLC, a Minnesota limited liability company; (10) McNeilus Windfarm, LLC, a Minnesota limited liability company; (11) Salvadoran CS, LLC, a Minnesota limited liability company; (12) SG, LLC, a Minnesota limited liability company; (13) Zumbro Windfarm, LLC, a Minnesota limited liability company; (14) Brandon Windfarm, LLC, a Minnesota limited liability company; (15) Henslin Creek Windfarm, LLC, a Minnesota limited liability company; (16) GarMar Wind I, LLC, a Minnesota limited liability company; (17) Wilhelm Windfarm, LLC, a Minnesota limited liability company; (18) Elsinore Wind, LLC, a Minnesota limited liability company; (19) Wasioja Wind, LLC, a Minnesota limited liability company; and (20) Triton Windfarm, LLC, a Minnesota limited liability company, (collectively, the "Seller Entities"). Seller represents and warrants that it has full authority to bind each of the Seller Entities to the terms and conditions of this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement by a duly authorized representative as of the date above written.

Seller:

Restore Renewables LLC
a Minnesota limited liability company

By: _____

Its: _____

Buyer:

THE CITY OF ROCHESTER,
by and through ROCHESTER PUBLIC UTILITIES,
a Minnesota municipal utility

By: _____

Its: _____

By: _____

Its: _____

Exhibit A: Facility and Location Information

Location: Dodge Center, MN

Site map:

Turbine manufacturer and model: NEG Micon 900, NEG Micon 950, NEG Micom 1500 and NEG Micom 1650

Delivery Point:

Interconnection Point:

Transmission Provider:

Exhibit B: Insurance

Coverage Type	Minimum Coverage Limits
Commercial General Liability (including products/completed operations, advertising, and personal injury liability)	$2,000,000 per occurrence $2,000,000 general aggregate
Umbrella/Excess Liability	$5,000,000 per occurrence $5,000,000 general aggregate
Business Automobile Liability	$1,000,000 per occurrence (injury and property damage combined)
Workers' Compensation	Statutory Requirements in all jurisdictions where Seller has employees.
Employer's Liability	$1,000,000

Seller's umbrella/excess liability insurance with a limit of $5,000,000 per occurrence and annual aggregate shall extend limits in excess of primary employer's liability, general liability, and automobile liability coverages required above. If any primary underlying aggregate has been eroded or exhausted due to the payment of claims, it shall be a provision of this policy to "drop down" and provide liability coverage excess of any reduced underlying limits of insurance or, provide first dollar coverage in the event of exhaustion of underlying limits. Total liability limits may be achieved through any combination of primary and umbrella/excess coverage.

Buyer, its affiliates, officials, directors, and employees shall be collectively named Additional Insureds for Commercial General Liability and Umbrella / Excess Liability coverages and included within the definition of an Insured for the Automobile Liability coverage. A cross-liability, severability of interests clause or equivalent shall apply to each policy providing Additional Insured status, and such policies shall be primary and not require contribution from any insurance that may be maintained by Buyer. All insurance policies required herein shall contain a waiver of subrogation or similarly prevent recovery actions against Buyer, its affiliates, directors, officers and employees.

WIND ENERGY PURCHASE AGREEMENT

BETWEEN

THE CITY OF ROCHESTER, BY AND THROUGH ROCHESTER PUBLIC UTILITIES

("BUYER")

AND

NORTH HILLS WIND PROJECT, LLC

("SELLER")

[___], 2025

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WIND ENERGY PURCHASE AGREEMENT

This Wind Energy Purchase Agreement ("PPA") has been entered into and is made effective as of this ____ day of [_____], 2025 (the "Effective Date"), by and between (i) the City of Rochester, by and through Rochester Public Utilities, a Minnesota municipal utility with a principal place of business at 4000 East River Road NE, Rochester, MN, 55906 ("Buyer"), and (ii) North Hills Wind Project, LLC, a Delaware limited liability company with a principal place of business at 1360 Post Oak Blvd., Suite 400, Houston, Texas 77056 ("Seller"). Buyer and Seller are hereinafter referred to individually as a "Party" and collectively as the "Parties".

WHEREAS, Seller desires to develop, design, construct, interconnect, own, operate and maintain the North Hills wind electric generating facility to be comprised of Wind Turbines with an aggregate nameplate capacity of approximately 180 MW (subject to adjustment as provided herein), all as more specifically described herein ("Facility"); and

WHEREAS, Seller desires to sell and deliver and Buyer desires to purchase and to accept delivery of the Products (as defined herein) at the prices and on the terms and conditions set forth in this PPA.

NOW THEREFORE, in consideration of the mutual covenants herein contained, the sufficiency and adequacy of which are hereby acknowledged, the Parties agree to the following:

ARTICLE 1 - RULES OF INTERPRETATION

1.1 Interpretation.

(A) Capitalized terms listed in this PPA shall have the meanings set forth in Exhibit A or as otherwise defined in this PPA, whether in the singular or the plural or in the present or past tense. Words not otherwise defined in this PPA shall (i) have meanings as commonly used in the English language and (ii) be given their generally accepted meaning in the utility industry.

(B) The following rules of interpretation shall apply: (1) the masculine shall include the feminine and neuter; (2) references to "Articles," "Sections," or "Exhibits" shall be to articles, sections, or exhibits of this PPA except as the context may otherwise require; (3) all Exhibits are incorporated into this PPA; *provided, however*, that in the event of an actual or perceived conflict with the terms of this PPA, the PPA shall control; and (4) use of the words "include" or "including" or similar words shall be interpreted as "include without limitation" or "including, without limitation."

(C) This PPA was negotiated and prepared by both Parties with the advice and participation of counsel. The Parties have agreed to the wording of this PPA and none of the provisions hereof shall be construed against one Party on the ground that such Party is the author of this PPA or any part hereof.

(D) Unless specifically designated as DC, each reference to MW or kW contained herein, including any reference to Nameplate Capacity, shall be AC MW or AC kW, as applicable.

1.2 Interpretation With Other Agreements.

(A) This PPA does not provide Seller authorization to interconnect the Facility or to inject power into any electric delivery system, nor does it constitute an agreement to provide transmission services of any kind to Seller. Seller shall contract for interconnection services in accordance with the applicable Transmission Tariff. Seller acknowledges that the Interconnection Agreement shall be a separate contract and that (i) this PPA shall not be binding on the Transmission Authority, (ii) this PPA shall not create any rights between Seller and the Transmission Authority, and (iii) the Interconnection Agreement shall not modify the Parties' rights and obligations under this PPA. Seller agrees that any applicable Transmission Authority shall be deemed to be a separate and unaffiliated contracting party regardless of whether such Transmission Authority is Buyer or an Affiliate of Buyer.

(B) This PPA does not provide for the supply of House Power. Seller shall contract with the Local Provider for the supply of House Power. Seller acknowledges that obtaining House Power shall be a separate contract and that (i) this PPA shall not be binding on the Local Provider, (ii) this PPA shall not create any rights between Seller and the Local Provider, and (iii) the House Power contract shall not modify the Parties' rights and obligations under this PPA. Seller agrees that the Local Provider shall be deemed to be a separate and unaffiliated contracting party regardless of whether the Local Provider is Buyer or an Affiliate of Buyer. Subject to Seller's right to self-generate and consume energy concurrently generated by the Facility or as otherwise allowed by Applicable Law, Seller shall obtain House Power exclusively from the Local Provider.

1.3 Good Faith and Fair Dealing. The Parties shall act reasonably and in accordance with the principles of good faith and fair dealing in the performance of this PPA. Unless expressly provided otherwise in this PPA, (a) when this PPA requires the consent, approval, or similar action by a Party, such consent or approval shall not be unreasonably withheld, conditioned or delayed, and (b) wherever this PPA gives a Party a right to determine, require, specify or take similar action with respect to a matter, such determination, requirement, specification or similar action shall be Commercially Reasonable.

1.4 Waiver. The failure of either Party to enforce or insist upon compliance with or strict performance of any of the terms or conditions of this PPA, or to take advantage of any of its rights hereunder, shall not constitute a waiver or relinquishment of any such terms, conditions, or rights, but the same shall be and remain at all times in full force and effect.

ARTICLE 2 – TERM; CONDITIONS PRECEDENT

2.1 Term. This PPA shall become effective as of the Effective Date as stated above and shall remain in full force and effect until the Scheduled Termination Date, subject to early termination as provided in this PPA or otherwise agreed to by the Parties. Applicable provisions of this PPA shall continue in effect after termination to the extent necessary to (i) provide for final billings, payments and adjustments, (ii) enforce or complete the duties, obligations or responsibilities of the Parties, and (iii) address any remedies or indemnifications, arising prior to termination.

2.2 Delivery Term. The Delivery Term shall commence on the Commercial Operation Date.

2.3 Seller Condition Precedent.

ARTICLE 3 - FACILITY DESCRIPTION

3.1 Description; Selection of Wind Turbines and Aggregate Facility Nameplate Capacity. Seller shall develop, design, construct, interconnect, own, operate, and maintain the Facility, as further described in Exhibit B. A scaled map that identifies the Site, the location of the Facility, Interconnection Point, Interconnection Facilities, the Point of Delivery, and other important facilities, is included in Exhibit B. The aggregate Nameplate Capacity of the Facility is anticipated to be up to 180 MW. Prior to or concurrently with the giving by Seller of a full notice to proceed with the construction of the Facility, Seller shall give Buyer Notice of the manufacturer and model of the Wind Turbines selected by Seller for installation at the Facility and the planned aggregate Nameplate Capacity of the Facility based on the Wind Turbines identified in such Notice, which Notice shall be accompanied by a revised Exhibit B describing such Wind Turbines and the resulting planned aggregate Nameplate Capacity of the Facility, which revised Exhibit B shall replace Exhibit B attached hereto as of the Effective Date. Such revisions to the Exhibit shall reflect only revisions to appropriately reflect the final nameplate rating of the Facility and the Wind Turbine information described above and shall not in any fashion change or modify any other substantive provision of this PPA.

3.2 General Design of the Facility.

(A) Seller at its sole expense shall use Commercially Reasonable Efforts to design, construct, operate, maintain, repair, and replace the Facility in accordance with all Applicable Laws and permit conditions, Good Utility Practice, the terms of this PPA and the Interconnection Agreement.

(B) The Facility shall include all equipment necessary to successfully interconnect with the Transmission Authority's System for the delivery of the Facility's output to the Point of Delivery.

(C) The Facility shall include all equipment and telecommunications capabilities necessary to communicate with Buyer's SCADA system.

(D) Seller currently contemplates the Facility shall include all of the equipment specified in Exhibit B (as such Exhibit B will be replaced upon Seller's selection of the Wind Turbines to be installed at the Facility as provided in Section 3.1) or otherwise necessary to fulfill Seller's obligations under this PPA. Seller shall notify Buyer of any change in the make or model of the Wind Turbines. After completion of construction of the Facility, Seller shall deliver to Buyer the As-built Supplement to Exhibit B (as such Exhibit B is replaced pursuant to Section 3.1).

ARTICLE 4 – DEVELOPMENT AND COMMERCIAL OPERATION

4.1 Facility Development. Commencing on the first day of the calendar quarter next following the Effective Date and continuing until Seller is required to provide monthly reports under this Section 4.1, Seller shall submit quarterly progress reports; provided, however, that if a Force Majeure event or Interconnection Delay occurs, Seller shall provide more frequent updates as mutually agreed upon by the Parties. Within thirty (30) days after the date on which Seller gives a full written notice to proceed with construction of the Facility and on the first day of each calendar month thereafter until the Commercial Operation Date, Seller shall submit monthly progress reports to Buyer. Such progress reports shall advise Buyer of the current status of the construction of the Facility, explain any significant developments or delays, and include an update of the interconnection process, along with an action plan for making up delays, and Seller's best estimate of the Commercial Operation Date.

4.2 Commercial Operation. Subject to the express terms and conditions of this PPA, the Facility shall achieve Commercial Operation no later than the Guaranteed Commercial Operation Date. Seller shall provide Buyer a Notice of the date Seller believes the Facility has achieved Commercial Operation (the "COD Notice"). The COD Notice shall contain evidence of the satisfaction or occurrence of all of the conditions set forth in this Section 4.2 (the "COD Conditions"), and the Commercial Operation Date shall not have occurred unless and until all of the COD Conditions have been satisfied (or waived by Buyer). The COD Conditions are:

(A) Seller has successfully completed all testing of the Facility required by the Facility's governmental permits, Seller's operating agreements, Seller's construction agreement, Wind Turbine supply agreement and other material Construction Contracts;

(B) at least ninety percent (90%) of the Wind Turbines of the entire Facility and associated equipment sufficient to allow such Wind Turbines to generate and deliver Renewable Energy to the Point of Delivery have been completed. For the avoidance of doubt, Seller shall be entitled to complete and commence the generation and delivery of Renewable Energy for any Wind Turbines that are not operational on the Commercial Operation Date;

(C) the Facility has achieved initial synchronization with the Transmission Authority's System on which the Interconnection Point is located; and

(D) the interconnection of the Facility to the Transmission Authority's System on which the Interconnection Point is located has been completed in accordance with the Interconnection Agreement.

The Parties understand and agree that the COD Conditions described above are not conditions precedent to the effectiveness of this PPA.

4.3 Test Energy.

(A) Seller shall provide Buyer with the information necessary to have the Facility registered with the Transmission Authority for inclusion in any generation modeling maintained by the Transmission Authority, sufficiently in advance to allow the Facility to be registered in such model prior to generating any Test Energy. Buyer will cooperate reasonably to assist in the registration of the Facility to allow generation of Test Energy.

(B) Prior to the COD, Seller shall coordinate the production and delivery of Test Energy with Buyer, with not less than five (5) Days' Notice, or such other Commercially Reasonable prior Notice as Buyer may reasonably request. The Parties shall cooperate to facilitate Seller's testing of the Facility necessary to satisfy the COD Conditions. Buyer shall pay the Test Energy Rate for all Test Energy delivered prior to COD.

4.4 Commercial Operation Delay.

(A) [redacted]

(B) Extended Excused Delay. If a Force Majeure event and/or Interconnection Delay solely and directly causes a delay in Commercial Operation for more than three hundred sixty-five (365) days following the Guaranteed Commercial Operation Date, then either Party will have the right to terminate this PPA upon twenty (20) Business Days' written notice, which will not (1) be considered an Event of Default, (2) create liability from one Party to the other, except for any liability that arose before the termination, and (3) result in Early Termination Damages set forth in Section 4.4(C).

(C) Failure to Achieve Commercial Operation. If Commercial Operation has not been achieved within three hundred sixty-five (365) after the Guaranteed Commercial Operation Date (the "Outside Commercial Operation Date"), either Party may elect in its sole discretion to terminate this PPA by written notice to the other Party, and, upon any such termination, neither Party shall have any further liability to the other, except with respect to Early Termination Damages or any liability that arose before termination. For the avoidance of doubt, the termination right under this Section 4.4(C) does not apply if the Commercial Operation Date is achieved prior to the exercise of the termination right or if either Party has the right to terminate pursuant to Section 4.4(B). If a Party exercises its termination right pursuant to this Section 4.4(C), Seller shall pay to Buyer liquidated damages within thirty (30) days in an amount equal to (i) the Damages Cap minus (ii) the Bridge RECs Value for any Bridge RECs delivered to or Bridge REC Damages paid to Buyer prior to the termination (the "Early Termination Damages"). The Early Termination Damages shall be Buyer's sole and exclusive remedy for any termination of this PPA pursuant to this Section 4.4(C). If either Party has a right to terminate pursuant to Section 4.4(B) or Section 19.2, the Early Termination Damages shall not apply.

4.5 ROFO Following Early Termination by Seller for Extended Excused Delay. In the event of any termination of this PPA prior to the Commercial Operation Date by Seller pursuant to Section 4.4(B), Seller shall not enter into any agreement to sell any or all Products generated by, associated with or attributable to the Facility or any wind-powered generation facility that from time to time may be constructed by Seller or any Affiliate of Seller on the Site (a "Covered Facility") for a period of [redacted], unless Seller first provides Buyer with a notice of Seller's intent to sell such Products generated by or associated with a Covered Facility (a "ROFO Notice") and, subject to the remainder of this Section 4.5, provides Buyer with a right to purchase of such Products on terms and conditions materially similar to the terms and conditions set forth in this PPA (the "Covered Facility Right of First Offer"); provided that the Renewable Energy Payment Rate may only be adjusted based on actual, demonstrable costs incurred or reasonably expected by Seller to enable the Facility to produce Renewable Energy. Buyer shall notify Seller [redacted] (the "ROFO Review Period") as to whether Buyer has an interest in purchasing such Products (such notice, the "ROFO Election Notice"). If Buyer indicates its interest in purchasing such Products, the Parties shall negotiate in good faith a new power purchase agreement, using this PPA as the starting point and revising only those terms Commercially Reasonable and necessary to implement the Covered Facility Right of First Offer and to enable Seller to develop, finance, and construct the Facility, including the Renewable Energy Payment Rate as it may be adjusted pursuant to this Section 4.5 and such other provisions required to reflect material changes in circumstances or requirements for the development, financing, or construction of the Covered Facility, including: (i) project financing requirements; (ii) curtailment rights and obligations; (iii) Change in Law and/or change in MISO market design; (iv) the availability guarantee set forth in Exhibit G; (v) any adjustments required due to material changes in turbine technology or other material equipment; and (vi) any other provisions that are Commercially Reasonably required to enable Seller to develop, finance, and construct the Facility. If Buyer rejects Seller's offer, Buyer does not respond to Seller's offer within the ROFO Review Period, or the Parties are unable to negotiate a new power purchase agreement [redacted], Seller will have the right to enter into any agreement to sell the Products to any third party on terms and conditions as determined by Seller in its sole discretion. The provisions of this Section 4.5 shall survive termination of the PPA.

ARTICLE 5- DELIVERY

5.1 Electric Delivery Arrangements. Seller shall be responsible for making, maintaining, and paying all costs associated with the interconnection of the Facility to the Transmission Authority's System. Seller shall comply in all material respects with the Transmission Authority's requirements for the interconnection and shall comply in all material respects with all requirements set forth in the applicable Transmission Tariff. If Buyer desires to claim the Facility as a Network Resource (as defined in the Transmission Tariff), then (a) Seller shall cooperate reasonably in any request by Buyer to assist in Buyer's efforts to have the Facility approved as a Network Resource or equivalent classification pursuant to the applicable Transmission Tariff and (b) Buyer shall be responsible for Seller's reasonable fees, costs and expenses in respect thereof, and shall promptly reimburse Seller (or if requested by Seller, promptly pay on Seller's behalf) any such reasonable fees, costs and expenses. During the Delivery Term:

(A) Seller authorizes Buyer to contact and obtain information concerning the Facility and Interconnection Facilities directly from any applicable Transmission Authority and, upon request, Seller shall confirm such authorization in writing to such Transmission Authority or any applicable transmission owners in such form as requested by Buyer or the Transmission Authority.

(B) Seller shall be responsible for all interconnection, electric losses, transmission and ancillary service arrangements, and costs required to deliver Renewable Energy from the Facility to the Point of Delivery, and Buyer shall not be responsible for any of the foregoing.

(C) Buyer shall be responsible for all electric losses, transmission and ancillary service arrangements, and costs required to receive the output of the Facility at the Point of Delivery and to transmit the output therefrom. Buyer shall arrange and be responsible for scheduling and transmission services at and beyond the Point of Delivery with respect to the output of the Facility. To the extent applicable, Buyer or its designee shall be the Market Participant with respect to the output of the Facility, as defined by the Transmission Authority.

5.2 Electric Metering Devices. Seller will comply with the terms and conditions of the Interconnection Agreement. The following provisions on Electric Metering Devices shall apply during the Delivery Term only to the extent they do not conflict with the applicable provisions of the Interconnection Agreement or the Transmission Tariff, as applicable.

(A) The primary Electric Metering Device used to measure Renewable Energy made available to the Buyer by Seller under this PPA. and to monitor and coordinate operation of the Facility, together with any Back-Up Metering installed by Buyer (which Buyer may install pursuant to this Section 5.2), shall be owned, installed, and maintained as provided in the Interconnection Agreement. Seller shall provide Buyer access to the primary Electric Metering Device data whether through a VPN connection or by some other means. The primary Electric Metering Device shall be compliant to MV90 standards and configured to measure five (5)-minute intervals. The Parties intention is that such primary Electric Metering Device shall be located at

the Point of Delivery or as otherwise provided in the Interconnection Agreement. If the primary Electric Metering Device is not installed at the Point of Delivery, the meter or meter readings will be adjusted to reflect losses from the primary Electric Metering Device to the Point of Delivery, as such losses are determined by the Operating Committee. The primary Electric Metering Device used to provide data for the computation of payments shall be sealed and only the installing Party may break the seal when such Electric Metering Device is to be inspected and tested or adjusted in accordance with this Article 5. Each Back-Up Metering shall be sealed and only the installing Party may break the seal when such Back-Up Metering is to be inspected and tested or adjusted in accordance with this Article 5. The Party installing the primary Electric Metering Device or any Back-Up Metering (as applicable) shall give the other Party at least five (5) days' Notice of the date and time at which such Electric Metering Device or Back-Up Metering is to be inspected and tested or adjusted in accordance with this Article 5 and such other Party shall have the right to be present when the seal is broken and any such inspection, test or adjustment is being conducted.

(B) Either Party may elect to install and maintain, at its own expense, one or more backup metering devices ("Back-Up Metering") in addition to the primary Electric Metering Device, *provided, however,* that the specifications, installation and testing of any such Back-Up Metering shall be consistent with the requirements for the primary Electric Metering Device. Upon written request, the Party installing any Back-Up Metering shall conduct retests of such Back-Up Metering requested by the other Party. The actual cost of any retest of such Back-Up Metering shall be borne by the Party requesting the test, unless, upon such retest, Back-Up Metering is inaccurate by more than one percent, in which case the cost of the retest shall be borne by the installing Party. If requested in writing, the installing Party shall provide copies of any inspection or testing reports for such Back-Up Metering to the requesting Party.

(C) If the primary Electric Metering Device fails to register, or if the measurement is inaccurate by more than one percent (1%) (or the Transmission Authority's requirements in the event that the Transmission Authority's requirements are more stringent), an adjustment shall be made correcting all measurements as follows:

(1) If the primary Electric Metering Device is found to be defective or inaccurate, the Parties shall use Back-Up Metering, if installed, to determine the amount of such inaccuracy, *provided, however*, that Back-Up Metering has been tested and maintained and adjusted for losses on the same basis as the primary Electric Metering Device. If Back-Up Metering is not installed, or Back-Up Metering is also found to be inaccurate by more than one percent (1%) (or the Transmission Authority's requirements in the event that the Transmission Authority's requirements are more stringent), the Parties shall use the best available information for the period of inaccuracy, adjusted as agreed by the Parties for losses to the Point of Delivery.

(2) If the Parties cannot agree on the actual period during which the inaccurate measurements were made by the primary Electric Metering Device, the period shall be the shorter of (i) the last one-half of the period from the last previous test of the primary Electric Metering Device to the test that found the primary Electric Metering Device to be defective or inaccurate, or (ii) one hundred eighty (180) Days immediately preceding the test that found the primary Electric Metering Device to be defective or inaccurate.

(3) To the extent that the adjustment period covers a period of deliveries for which payment has already been made by Buyer, Buyer shall use the corrected measurements as determined in accordance with this Article to re-compute the amount due for the period of the inaccuracy and shall give Seller Notice of the results of such re-computation and the data upon which the same is based. If such re-computation shows that Buyer overpaid, Buyer shall receive a credit in the amount of such overpayment against the amounts owing under the next monthly invoice submitted by Seller pursuant to Section 8.1, and if such re-computation shows that Buyer underpaid, the amount of such underpayment shall be added to the amounts owing by Buyer on the next monthly invoice submitted by Seller pursuant to Section 8.1.

ARTICLE 6 - SALE AND PURCHASE

6.1 General Obligation. Beginning on the Commercial Operation Date, Seller shall sell and deliver to the Point of Delivery, and Buyer shall receive and purchase at the Point of Delivery, the entire output of the Facility (net of station load and line losses to the Point of Delivery). Title and risk of loss relating to electric energy sold and delivered hereunder shall transfer from Seller to Buyer at the Point of Delivery.

6.2 Mechanical Availability. Seller guarantees that the Facility shall be available to produce Renewable Energy in accordance with the provisions of Exhibit G, which includes billing provisions for non-compliance with such guaranteed availability.

6.3 Capacity Rights. Buyer and Seller acknowledge and agree that the Facility has Energy Resource Interconnection Service and is not granted Capacity Rights unless Network Integration Transmission Service (as defined in the Transmission Tariff) is obtained for the Facility. Seller shall transfer to Buyer, and Buyer shall accept from Seller, any right, title, and interest that Seller may have in and to Capacity Rights, if any, existing during the Delivery Term; provided that, (a) Buyer shall obtain any required Network Integration Transmission Service (as defined in the Transmission Tariff) at its sole cost and expense and (b) Seller shall not be required to (i) modify the Facility or its interconnection or transmission facilities in order to obtain Capacity Rights, (ii) incur additional costs in connection with obtaining Capacity Rights, or (iii) request or obtain Network Resource Interconnection Service (as defined in the Transmission Tariff) for the Facility. Buyer's purchase of Capacity Rights in no way represents any purchase of equity or ownership rights of any kind in Seller or the Facility. Seller shall reasonably cooperate with Buyer in the registration and transfer of Capacity Rights at no additional cost to Seller.

6.4 Physical Curtailment of the Facility.

(A) Buyer's Right to Curtail. During the Delivery Term, Buyer shall notify Seller, through use of the AGC Set-Point, to curtail the production and delivery of all or a portion of the Renewable Energy from the Facility to the Point of Delivery. If AGC dispatch is unavailable, Buyer may notify Seller through telephonic communication to Real-Time Contact as identified in Exhibit C, confirmed in writing within a reasonable time and specifying that the curtailment is pursuant to this Section 6.4 for any reason and in its sole discretion subject to any requirements of the Transmission Authority, which curtailment shall be for such period of time as Buyer shall specify in such Notice (which period of time may be left indefinite as to duration, in

which case deliveries of the Renewable Energy shall not recommence until Buyer has notified Seller, by telephonic communication confirmed in writing within a reasonable time, to recommence such deliveries).

(B) Other Curtailments. Seller shall at all times during the Delivery Term comply with the directives of the Transmission Authority given pursuant to the Transmission Tariff or the Interconnection Agreement regarding the curtailment of the delivery of all or a portion of the Renewable Energy from the Facility to the Point of Delivery.

(C) If during the Delivery Term, Seller receives a curtailment notice or directive pursuant to Section 6.4(A) or 6.4(B), Seller shall reduce the net Renewable Energy delivered by the Facility to the Point of Delivery as soon as practical after receiving notice of such curtailment but in any event within fifteen (15) minutes or if AGC is being used as required by Transmission Authority; *provided, however*, that under all circumstances Seller will reduce production in a controlled manner in accordance with the applicable protocols, limitations and requirements of the Transmission Authority and the turbine manufacturers' guidelines. Personnel capable of starting, operating, and stopping the Facility shall be available, either at the Facility, or capable of remotely starting, operating, and stopping the Facility within fifteen (15) minutes. In all cases personnel capable of starting, operating and stopping the Facility shall be continuously reachable by phone or text message. If Buyer receives any curtailment directive from the Transmission Authority pursuant to Section 6.4(B), Buyer shall promptly notify Seller of the maximum amount of Renewable Energy, if any, during the period of such curtailment that Seller may continue to deliver and the duration of such period, and Seller shall ensure that the amount of net Renewable Energy delivered by the Facility at the Point of Delivery does not exceed such amount for such duration. If Seller receives any curtailment directive from the Transmission Authority pursuant to Section 6.4(B), Seller shall (i) promptly (and in any event within thirty (30) minutes) notify Buyer by phone (followed by electronic mail) of the maximum amount of Renewable Energy, if any, during such curtailment that Seller may continue to deliver and the duration of such period, (ii) promptly (and in any event within thirty (30) minutes) notify Buyer of any change to such amount or duration, if any, and (iii) ensure that the amount of net Renewable Energy delivered by the Facility to the Point of Delivery does not exceed any such amount for any such duration.

6.5 Scheduling of Renewable Energy. During the Delivery Term:

(A) Seller shall be solely responsible for arranging and delivering Renewable Energy to be purchased hereunder to the Point of Delivery. As between the Parties, Seller shall be solely responsible for any and all costs and charges incurred in connection with the delivery of such Renewable Energy to the Point of Delivery, whether imposed pursuant to standards or provisions established by FERC, any other Governmental Authority, any RTO, Regional Reliability Entity, or any Transmission Authority.

(B) Buyer, or its designee, shall be solely responsible for arranging, scheduling, and delivering Renewable Energy to be purchased hereunder from and beyond the Point of Delivery. As between the Parties, Buyer shall be solely responsible for any and all costs and charges incurred in connection with the delivery of such Renewable Energy from and beyond the Point of Delivery after its receipt from Seller in accordance with this PPA, whether imposed

pursuant to standards or provisions established by FERC, any other Governmental Authority, any RTO, Regional Reliability Entity, or any Transmission Authority.

6.6 Market Participant and Scheduling. During the Term, Buyer or its designee shall be the Market Participant for the Facility, and Buyer (or its designee) shall be responsible for all costs and obligations associated with such designation as a Market Participant, including any fees incurred by Seller as provided in this Section 6.6. In connection with Seller's giving of the full notice to proceed with construction of the Facility, the Parties shall agree on a schedule by which Buyer (or its designee) shall be designated the Market Participant, which designation shall be effective not later than the first date on which Seller estimates that it will be delivering Test Energy hereunder to Buyer. The Market Participant shall be responsible for scheduling all Renewable Energy in compliance with the applicable intermittent resources standards and criteria, including all necessary procedures or protocols established by the RTO. As between the Parties, Buyer shall be responsible for all scheduling costs, imbalance costs, congestion costs, and marginal loss costs, except to the extent that such costs or penalties relate to Seller's negligence or a breach by Seller of its obligations set forth in this PPA, including Seller's obligations to curtail, to operate the Facility in accordance with this PPA or the Interconnection Agreement, and to deliver generation forecasts. Penalties or similar charges assessed by the Transmission Authority and caused by a Party's noncompliance with its scheduling or forecasting obligations set forth in this PPA shall be the responsibility of the Party whose action or inaction caused the penalty.

6.7 Forecasts. During the Delivery Term, Seller shall provide, or cause to be provided, to Buyer and the Market Participant (if the Market Participant is a designee) a rolling one hundred-twenty (120) hour generation forecast to include the projected number of MWs available for operation by hour for the next operating day. Seller shall provide Buyer with such forecast by 8:30 PM Central Prevailing Time each day through email communication identified in Exhibit C under the Real-Time Contact. Any prediction model or service shall use weather forecasts at and in the vicinity of the Facility, and shall also take into account the expected availability of Wind Turbines during the forecast period.

6.8 Access to Data. Beginning when available after the start of the deliveries of Renewable Energy hereunder, Seller shall provide to Buyer real-time SCADA system data with respect to the Wind Turbines of the Facility in accordance with the communications protocols developed as part of the Operating Procedures (the "Data"), in a form reasonably acceptable to Buyer, on either a real-time basis or in accordance with the communications protocols developed as part of the Operating Procedures. If Buyer reasonably determines that the Data are inadequate for the forecast of output from the Facility to facilitate compliance with new scheduling requirements issued by the Transmission Authority, Seller shall use Commercially Reasonable Efforts to make changes to any of the Data delivery provisions below to facilitate compliance with such new scheduling requirements. Buyer may validate the Data provided by Seller with information publicly available from nearby weather stations and substitute such Data for its scheduling purposes if the Data is missing. Seller shall maintain at least one hundred twenty (120) days' historical data for all Data required pursuant to this Section 6.8, which shall be available on a minimum time interval of a one-hour basis or an hourly average basis, except with respect to the meteorological measurements which shall be available on a minimum time interval of ten (10) minute basis, and shall make such Data available to Buyer upon Buyer's written request. Buyer shall have the right to disclose data gathered through Buyer's PI system publicly *provided,*

however, that such data is (i) masked to obscure the origin of the data and (ii) aggregated so that the data cannot be correlated and used by competitors of Seller and the supplier of the Wind Turbines.

6.9 Ownership of RECs, Environmental Attributes and Ancillary Services. With respect to RECs, Environmental Attributes and Ancillary Services, the following apply during the Delivery Term:

(A) Beginning on the Commercial Operation Date until the Scheduled Termination Date, subject to early termination as provided in this PPA or otherwise agreed to by the Parties, Seller shall deliver to Buyer, and Buyer shall receive from Seller, RECs in an aggregate quantity equal to the total number of MWh of Renewable Energy delivered to the Point of Delivery in the form of Facility RECs or Replacement RECs, at Seller's sole discretion. Seller shall deliver such RECs to Buyer within ninety (90) days following the end of each month in which such RECs were generated; *provided* that Seller shall use good faith efforts to deliver RECs within sixty (60) days after the end of each month in which such RECs were generated. Seller shall be responsible for transferring RECs to Buyer via the REC Registration Program. Each Party will maintain a tracking account for transferring and tracking RECs in the REC Registration Program. Buyer will be responsible for costs associated with registering and maintaining its own account in the REC Registration Program. Except for Buyer's responsibility to maintain its own MidWest Renewable Energy Tracking System (MRETS) account in the prior sentence. All REC Registration Program and other third-party charges (including all costs associated with Seller establishing and maintaining Seller's required registrations and accounts, transferring and tracking RECs) are the responsibility of Seller throughout the Term.

(B) During the Delivery Term, Seller will ensure that the Facility is CRS Listed.

(C) Full compensation for this conveyance by Seller to Buyer of all RECs, Environmental Attributes and Ancillary Services associated with the Facility is included in the calculation of the Renewable Energy Payment Rate and Test Energy Rate and therefore is at no additional charge under this PPA. Any compensation Seller actually receives under the Interconnection Agreement or otherwise for Ancillary Services associated with the Facility and its output shall be provided to Buyer at no additional cost under this PPA. Seller shall credit Buyer, as a reduction to Seller's monthly invoice or other mutually-agreed upon mechanism, for any compensation that Seller receives for Ancillary Services. Seller shall use Commercially Reasonable Efforts to maximize the availability of Environmental Attributes and Ancillary Services available from the Facility, *provided, however*, that Seller shall not be required to make any capital expenditures or incur any increased operating expenses in connection with such efforts. Notwithstanding the above, compensation to be provided to Buyer under this Section 6.9 shall not include cost recovery available to Seller from the Transmission Authority or any other payments received by Seller pursuant to or under a FERC-filed reactive power rate.

(D) Seller makes no representations or warranties in respect of, and provides no guarantee with respect to, the availability of, or the quantity, quality, nature or value of, any Environmental Attributes, RECs or Ancillary Services in respect of the Facility or otherwise. Buyer shall not have the right to direct the operation or maintenance of the Facility, or to modify the design of the Facility or any component thereof, for purposes of affecting the production,

quantity, quality, nature or value of the Environmental Attributes, RECs or Ancillary Services in respect of the Facility.

6.10 Future Environmental Attributes. Buyer will have all rights to any Future Environmental Attributes; *provided* that (A) Buyer shall pay Seller for all Future Environmental Attribute Costs associated with such Future Environmental Attributes and (B) Seller shall not be required to secure or transfer Future Environmental Attributes if, in Seller's Commercially Reasonable determination, such actions (and any resulting requirements and other results thereof): (i) require material modifications to the Facility (or the design thereof) or material upgrades or other material modifications to any interconnection or transmission facilities or other material third party, internal, or capital costs, in each case the costs of that are not compensated by Buyer, (ii) require Seller to reduce (or restrict Seller's flexibility in offering, bidding, planning and scheduling) the availability of the Facility or the generation of energy from the Facility and delivery thereof to the Point of Delivery, in any material respect, (iii) would result in lost energy or Environmental Attributes revenue that are recognized in the MISO market as of the Effective Date that are not compensated by Buyer, or (iv) are not permitted by or capable of being implemented pursuant to Applicable Laws or Good Utility Practices or would otherwise have adverse impacts on operation or safety of the Facility.

ARTICLE 7 - PAYMENT CALCULATIONS

7.1 Renewable Energy Payment Rate.

(A) Prior to the Commercial Operation Date, Buyer shall pay Seller for Test Energy delivered to the Point of Delivery pursuant to Section 4.3 at the Test Energy Rate. Seller shall be entitled to no Compensable Curtailment Energy payment prior to the COD in connection with Test Energy.

(B) Commencing on the Commercial Operation Date, Buyer shall pay Seller an amount equal to Renewable Energy Payment Rate for all Products delivered to Buyer pursuant to this PPA.

7.2 Curtailment Energy Payment Rate.

(A) Beginning on the Commercial Operation Date, Buyer shall dispatch the Facility through the dispatch procedures established by the Operating Committee in accordance with Good Utility Practices, copies of which will be finalized by the Parties at least three (3) months prior to the Commercial Operation Date (the "Dispatch Procedures"). Subject to Section 7.3, the Dispatch Procedures shall require that, if at any time between the Commercial Operation Date and April 1, 2030, the Renewable Energy Payment Rate is greater than [redacted], the Market Participant must offer Renewable Energy (prior to April 1, 2030), from the Facility into the MISO market at an offer price that is equal to the Negative PTC Value.

(B) If a Compensable Curtailment occurs, then:

(1) the Parties shall determine the quantity of Potential Energy that would have been produced by the Facility but for the Compensable Curtailment.

(2) For purposes of this PPA, "Compensable Curtailment Energy" shall be the number of MWh represented by the Potential Energy less the Renewable Energy actually delivered and measured by the Electric Metering Devices (and excluding any Non-Compensable Curtailments) during the period of a Compensable Curtailment.

(3) Buyer shall pay to Seller for such Compensable Curtailment Energy the sum of (i) all amounts that Seller would have received from Buyer under this PPA had such Compensable Curtailment Energy actually been delivered and (ii) the Grossed-up PTC Amount.

(4) For purposes of determining Compensable Curtailment Energy, the amount of Potential Energy at any given time shall be calculated using the best-available data and methods to determine an accurate representation of the amount of Renewable Energy.

(C) As used in this PPA, "Compensable Curtailment" means any curtailment, in whole or in part, of the production or deliveries of Renewable Energy from the Facility due to:

(1) Buyer or Market Participant directives to curtail, including curtailments pursuant to Section 6.4(A), for reasons other than an Emergency, Forced Outage, Force Majeure, any market dispatch that includes an MRD flag, or Non-Compensable Curtailments;

(2) Buyer's breach of, or failure to perform, its obligations under this PPA;

(3) failure of Buyer to submit an offer or schedule for the output of Renewable Energy from the Facility, as long as the failure to submit a schedule was not caused in any material part by Seller's breach of this PPA;

(4) provided that an offer or schedule is submitted by Buyer, failure of such offer or schedule to clear, in whole or in part, in the RTO market as long as the failure of the schedule to clear, was not caused in any material part by Seller's breach of this PPA;

(5) failure of Buyer to maintain its status, or otherwise perform obligations, as Market Participant in the RTO; and

(6) Buyer's failure to obtain and maintain, for all Renewable Energy generated by the Facility, firm transmission service from and beyond the Point of Delivery if the curtailment would not have occurred if Buyer had such firm transmission service in place at the time in question.

(D) In addition, as used in this PPA, "Non-Compensable Curtailment" means:

(1) any curtailment of the Facility because the interconnection between the Facility and the Transmission Authority's System is disconnected, suspended or interrupted, in whole or in part, including causes pursuant to the Interconnection Agreement (and not caused or requested by Buyer);

(2) any curtailment of the Facility by the ERO (and not caused or requested by Buyer) due to the Facility having a provisional or conditional Interconnection Agreement (as described under the Transmission Tariff); and

(3) any other during times and to the extent that an event of Force Majeure prevents either Party from delivering or receiving such Renewable Energy.

For the sake of clarity, if Seller fails to reduce, in accordance with the provisions of this PPA (including the applicable protocols, limitations and requirements of the Transmission Authority and the Wind Turbine manufacturers' guidelines), the net Renewable Energy from the Facility pursuant to a directive from Buyer pursuant to Section 6.4(A), Seller shall not be entitled to any compensation for the Renewable Energy that was not so curtailed.

7.3 Negative Settlement Intervals Prior to April 1, 2030. Prior to April 1, 2030, for any Settlement Interval during which (i) the Renewable Energy Payment Rate is greater than or equal to [redacted] and (ii) the LMP applicable to the Facility is less than $0/MWh but a value greater than the Negative PTC Value (each a "Negative Settlement Interval"), then Seller may elect to (1) curtail generation of Renewable Energy from the Facility ("Seller Curtailment") or (2) continue to generate Renewable Energy from the Facility.

(A) During any Negative Settlement Intervals until the Economic Curtailment Cap is reached, Seller shall pay to Buyer, for each MWh of Renewable Energy delivered during such Negative Settlement Interval, an amount equal to the absolute value of the LMP for such Settlement Interval plus any imbalance charges, penalties, or fees assessed by MISO due to Seller's election under Section 7.3(1) (the "Negative LMP Reimbursement"). For the avoidance of doubt, Seller shall have no liability for any Negative LMP Reimbursement after April 1, 2030 or if the Renewable Energy Payment Rate is less than [redacted].

(B) Any curtailment during a Negative Settlement Interval after the Economic Curtailment Cap is reached, or after April 1, 2030, will be a Compensable Curtailment, or Non-Compensable Curtailment in accordance with Section 7.2.

ARTICLE 8 - BILLING AND PAYMENT

8.1 Billing.

(A) The billing period shall be each calendar month in the Delivery Term (each, a "Billing Period"). No later than ten (10) Business Days after the end of each Billing Period, Seller shall submit an invoice to Buyer in a form and by a method mutually agreed to by the Parties showing the payment amount due Seller with respect to the previous calendar Billing Period (including payments owing under Section 7.2(B)(3) with respect to Compensable Curtailment Energy), specifying the Products and services provided, all billing parameters, rates and factors, and any other data reasonably relevant to the calculation of payments due to Seller (including Seller's calculations with respect to any Compensable Curtailment Energy included in such invoice).

(B) Seller shall include an explanation of any items in dispute, as well as all supporting documentation upon which Seller relies. Billing disputes shall be resolved in accordance with Section 8.3.

(C) All billing data based on metered deliveries to Buyer shall be based on meter readings in accordance with Section 5.2.

8.2 Payment. Unless otherwise specified herein, undisputed payments shall be payable by check or electronic funds transfer, as designated by the owed Party, on or before the tenth (10^{th}) Business Day following receipt of the invoice by Buyer. Remittances received by mail will be considered to have been paid when due if the postmark indicates the payment was mailed on or before the tenth (10^{th}) Business Day following receipt of the billing invoice by Buyer.

(A) If a payment is late, a late payment charge shall be applied to the unpaid balance for the number of days payment was late and shall be added to the next billing statement. Per diem late payment charges shall be calculated using the prime rate of interest as published on the date of the invoice in *The Wall Street Journal* (or, if unavailable, an equivalent publication on or about that date) on an annual basis using 365 days per year.

(B) All payments shall be made in full, without deduction, set-off, counterclaim or condition whatsoever.

8.3 Billing Disputes. Either Party may dispute invoiced amounts, but shall pay at least the undisputed portion on or before the date due. To resolve any billing dispute, the Parties shall use the procedures set forth in Article 12. When the billing dispute is resolved, the Party owing shall pay the amount owed within ten (10) Business Days of the date of such resolution, without late payment interest except to the extent that it shall have been established that the amount owed was not disputed in good faith, in which case late payment interest charges shall be calculated on the amount found not to have been disputed in good faith in accordance with the provisions of Section 8.2.

8.4 Adjustments. In the event that (A) either Party discovers an error in billings or payments under this PPA due to metering, accounting or other errors, (B) a prior invoice was prepared on an estimated basis pursuant to this Article 8, or (C) MISO makes any adjustment that affects payments hereunder, each Party shall be entitled to an adjustment of the amount payable hereunder to reflect such revised price, error, or the availability of actual (as opposed to estimated) invoicing information, provided, that, (a) such adjustment is made within sixty (60) Days from the date that such Party knew or should have known the information supporting such adjustment and (b) the Party that seeks an adjustment to invoices as described in this Article 8 provides the other Party with notice and a description of the desired adjustment. Such notice shall include a calculation of the payment necessary to correct the prior invoice. Except as set forth in Section 5.2(C)(3), any invoice that has not been challenged pursuant to this Article 8 on or prior to the date that the amount used in preparation of such invoice are no longer subject to adjustment by MISO shall be deemed final and not subject to adjustment under this Article 8; provided, however, in the event that a particular error(s) is not discoverable on or before such date, either Party may challenge that invoice as set forth in this Article 8 within sixty (60) days of such discovery; provided further, if an invoice has not been challenged pursuant to this Article 8 within

twenty-four (24) months of the date it was rendered it shall be deemed final and not subject to adjustment under this Article 8.

ARTICLE 9 - OPERATIONS AND MAINTENANCE

9.1 Operation and Administration. During the Delivery Term:

(A) Seller shall staff, control, and operate the Facility, at its own expense in a manner consistent in all material respects with Good Utility Practices, the terms of the Interconnection Agreement and the Operating Procedures, which shall be established in accordance with Good Utility Practices. Personnel shall be available at all times via telephone or other electronic means with (i) the capability of remotely starting, operating and stopping the Facility within manufacturers specifications for safe operation of the equipment (estimated to be approximately fifteen (15) minutes), and (ii) the ability to be present at the Site as soon as possible making Commercially Reasonable Efforts.

(B) Seller shall comply in all material respects with the applicable requirements of NERC, ERO, Transmission Authority, FERC, or successor organizations, Buyer requirements, Governmental Authority, and Good Utility Practice in the operation of the Facility (in the case of Seller) and otherwise in connection with the performance of this PPA. Buyer shall comply in all material respects with the applicable requirements of Transmission Authority in performing its role as Market Participant under this PPA. To the extent that the actions of a Party contributes in whole or in part to actions that result in monetary penalties being assessed to the other Party by NERC, ERO, Transmission Authority, FERC, or other Governmental Authority, the responsible Party shall reimburse the other Party for all such monetary penalties proximately caused by such actions.

(C) Seller shall be responsible for providing accurate and timely updates on the current availability of the Facility and other data as required. Seller shall provide to Buyer the data points to be identified and agreed upon by the Operating Committee (which data points the Parties may agree to append to this PPA on Exhibit E) and a day-ahead availability forecast. Seller acknowledges that such data and forecasting is consistent with the reporting requirements required for compliance with NERC standards intended to maintain reliability and Applicable Law. Seller, as the generator and interconnecting customer, is primarily responsible for complying with Applicable Law, including NERC standards and to report the information to Transmission Authority, ERO or other reliability coordinator. For the avoidance of doubt, Seller shall remain responsible for complying with any requirements to provide data and forecast information to the Transmission Authority under the Interconnection Agreement.

9.2 Facility Maintenance. During the Delivery Term:

(A) Seller shall maintain the Facility in accordance in all material respects with Good Utility Practice, Applicable Law, and relevant equipment manufacturers' requirements. Seller shall coordinate its regular maintenance requirements for the Facility with Buyer. Maintenance schedules shall be provided to Buyer in writing and shall comply in all material respects with any applicable requirements regarding maintenance timing as set forth in the Transmission Tariff. Seller shall not during the months of June through August or December

through February schedule any non-emergency maintenance that reduces the energy generation capability of the Facility by more than ten percent (10%), unless (1) such outage is required to avoid damage to the Facility, (2) such maintenance is necessary to maintain equipment warranties and cannot be scheduled outside the months of June through August or December through February, (3) such outage is required in accordance with Good Utility Practices, or (4) the Parties agree otherwise in writing.

(B) when Forced Outages occur, Seller shall, as soon as practical, notify Buyer or Buyer's EMCC, as applicable, of the existence, nature, start time, and expected duration of the Forced Outage. As soon as possible, Seller shall inform Buyer's EMCC of changes in the expected duration of the Forced Outage unless relieved of this obligation by Buyer's EMCC for the duration of each Forced Outage.

9.3 Books and Records. During the Delivery Term:

(A) Seller shall maintain an accurate and up-to-date operating log, in electronic format, at the Facility with records of production for each clock hour; changes in operating status; Forced Outages; information required by Applicable Law, Governmental Authority, Transmission Authority, or the ERO in the prescribed format; and other information reasonably requested by Buyer.

(B) Seller and Buyer shall each keep complete and accurate records and all other data required by each of them for the purposes of proper administration of this PPA, including such records as may be required by Governmental Authorities, Transmission Authority, NERC or ERO as applicable. All records of Seller pertaining to the operation of the Facility shall be maintained at Seller's headquarters or such other location as is mutually agreed to by the Parties. All applicable records of Buyer pertaining to its role as the Market Participant shall be maintained at Buyer's headquarters or such other location as is mutually agreed to by the Parties.

(C) Each Party shall keep all books and records necessary for metering, billing and payment and shall provide the other Party Commercially Reasonable access to those records.

(D) Buyer may audit and examine from time to time upon reasonable advance request and during normal business hours: (i) Seller's operating procedures, (ii) equipment manuals, Operating Records, (iii) and data kept by Seller relating to transactions under and administration of this PPA, by Buyer with Applicable Law and relevant accounting standards. Each Party may audit and examine the records maintained by the other Party under Section 9.3(B) from time to time upon reasonable advance request and during normal business hours.

9.4 Operating Committee and Operating Procedures.

(A) Buyer and Seller shall each appoint one representative and one alternate representative to act as the Operating Committee in matters relating to the Parties' performance obligations under this PPA and to develop operating arrangements for the generation, delivery and receipt of any output from the Facility. Operating Committee representatives shall be included in Exhibit C.

(B) The Operating Committee may develop mutually agreeable written Operating Procedures consistent with the requirements of this PPA, to address matters of day-to-day communications; key personnel; operations-center interface; metering, telemetering, telecommunications, and data acquisition procedures; operations and maintenance scheduling and reporting; reports; operations log; testing procedures; and such other matters as may be mutually agreed upon by the Parties. The Parties may agree to append such Operating Procedures to this PPA on Exhibit F.

(C) The Operating Committee shall review the requirements for AGC from time to time after the Effective Date and may agree on modifications thereto to the extent necessary or convenient for operation of the Facility in accordance with this PPA.

(D) The Operating Committee shall have authority to act in all technical and day-to-day operational matters relating to performance of this PPA and to attempt to resolve disputes or potential disputes, *provided, however*, that such representatives and the Operating Committee shall be advisory only and shall have no authority to amend or modify any terms or conditions of this PPA.

9.5 Access to Facility. Appropriate representatives of Buyer shall have access to the Facility during the Delivery Term with Commercially Reasonable prior Notice, to read meters and perform inspections as may be appropriate to facilitate the performance of this PPA, not more than five (5) times per calendar year. While at the Facility, such representatives shall comply with all of Seller's applicable safety and health rules and requirements and shall conduct themselves in a manner that will not interfere with the operation of the Facility.

ARTICLE 10 - SECURITY FOR PERFORMANCE

10.1 Seller Security Fund.

(A) Not later than fifteen (15) Business Days after the Effective Date, Seller shall establish the Security Fund at a level of [redacted] per MW of anticipated Nameplate Capacity of the Facility. Within five (5) Business Days after the Commercial Operation Date, Seller shall increase the Seller Security Fund to bring the total Seller Security Fund balance to a total of [redacted] per MW of the installed Nameplate Capacity of the Facility. Except as set forth in the previous sentence, Seller shall not be required to replenish any amounts drawn from the Seller Security Fund. Seller shall maintain the Seller Security Fund throughout the Term. Buyer shall promptly provide Seller with Notice of any amount drawn from the Seller Security Fund. Failure to establish and maintain the Seller Security Fund for the times and in the manner described in this Section 10.1 shall constitute a material default of this PPA by Seller.

(B) Subject to the terms and conditions of Section 10.3, the Seller Security Fund shall be established and maintained for the benefit of Buyer as security for the payment of, and be available to pay, any and all amounts due and unpaid (after Notice and the passing of the applicable cure period set forth in Section 11.1(A)) to Buyer pursuant to this PPA, including damages attributable to any default by Seller under this PPA and/or Seller's breach of this PPA, including the payment of Early Termination Damages and Replacement Power Costs owing by Seller hereunder. In addition to any other remedy available to it, Buyer may, before or after termination

of this PPA, draw from the Seller Security Fund such amounts as are necessary to recover amounts owed to Buyer pursuant to this PPA including any damages due to Buyer and any amounts for which Buyer is entitled to indemnification under this PPA. Buyer may, in its sole discretion, draw all or any part of such amounts due to it from any form of security to the extent available pursuant to this Section 10.1, and from all such forms, and in any sequence Buyer may select. Any failure to draw upon the Seller Security Fund or other security for any damages or other amounts due to Buyer shall not prejudice Buyer's rights to recover such damages or amounts in any other manner and shall not be deemed a waiver of any claims, causes of action, rights, or remedies hereunder or under Applicable Law, including the right to draw from the Seller Security Fund in the future.

(C) The Seller Security Fund shall be established and maintained at Seller's expense and shall be in the form described in Section 10.3.

(D) Promptly following: (i) the earlier to occur of the end of the Term, or the termination of this PPA (except for termination by Buyer due to an Event of Default by Seller), and (ii) the payment of all amounts owing by Seller to Buyer under this PPA, Buyer shall release the Seller Security Fund (including any accumulated interest, if applicable) to Seller. In the event that this PPA is terminated by Buyer due to an Event of Default by Seller, Buyer may retain an amount of the Seller Security Fund required to satisfy any and all damages that may be due to Buyer.

10.2 Buyer Security. Buyer shall be a Creditworthy Entity at all times during the Term. In the event that Buyer ceases to be a Creditworthy Entity, Buyer shall promptly (but no less than ten (10) Business Days after such failure) deliver to Seller or establish in favor of Seller the Buyer Security in the amount of [redacted] per MW of the Expected Nameplate Capacity. Buyer shall establish and maintain such Buyer Security in favor of Seller at Buyer's expense until it again is a Creditworthy Entity. Promptly following of the earlier of: (A) (i) the earlier to occur of the end of the Term, or the termination of this PPA (except for termination by Seller due to an Event of Default by Buyer); and (ii) the payment of all amounts owing by Buyer to Seller under this PPA; or (B) Buyer becoming a Creditworthy Entity, Seller shall release the Buyer Security (including any accumulated interest, if applicable) to Buyer. In the event that this PPA is terminated by Seller due to an Event of Default by Buyer, Seller may retain an amount of the Buyer Security required to satisfy any and all damages that may be due to Seller, including Actual Damages.

(A) In addition to the Security Fund provided in Section 10.3(A), Buyer may provide a blocked deposit account, subject to the following additional conditions (such account, the "Security Account"):

(1) Buyer shall execute, deliver, and maintain in full force and effect all documents, agreements, and instruments reasonably required by Seller to establish and perfect Seller's rights in the Security Account and related funds, including a deposit account control agreement and a security agreement;

(2) Seller shall have the right, pursuant to a deposit account control agreement or similar documentation acceptable to Seller, to take the following actions on a Commercially Reasonable basis: to block withdrawals or withdraw or direct the disposition of funds from the Security Account for the payment of any and all amounts due

and unpaid (after Notice and the passing of the applicable cure period set forth in Article 11) to Seller pursuant to this PPA;

(3) all interest and earnings on funds in the Security Account shall accrue to the benefit of Buyer unless and until applied by Seller in accordance with this PPA;

(4) the balance maintained in the Security Account shall at all times be at least equal to the applicable required Security Fund amount; and

(5) Buyer shall provide periodic account statements and related information to Seller upon request.

10.3 Security Funds.

(A) Each Security Fund required to be posted hereunder must at all times be comprised of one or any combination of the following:

(1) An irrevocable standby letter of credit, in the form of Exhibit H or otherwise in form and substance acceptable to the Secured Party, subject to the additional following conditions:

(i) Security provided in this form shall be consistent with this PPA and include a provision for at least thirty (30) Days advance Notice to the Secured Party of any expiration or earlier termination of the security so as to allow the Secured Party sufficient time to exercise its rights under said security if the Obligor fails to extend or replace the security.

(ii) Such security must be issued for a minimum term of three hundred and sixty (360) Days.

(iii) The Obligor shall cause the renewal or extension of the security for additional consecutive terms of three hundred and sixty (360) Days or more (or, if shorter, the remainder of the Term of this PPA) no later than thirty (30) Days prior to each expiration date of the security.

(iv) If the security is not renewed or extended as required herein, or if the Qualified Issuer ceases to meet the Credit Rating requirements hereof and the Obligor fails to provide a replacement form of performance security permitted hereunder within thirty (30) Days of Notice from Buyer, Buyer shall have the right to draw the full amount of letter of credit and hold the amount so drawn in cash and the amount so held shall constitute the Security Fund hereunder until replaced by another form of performance security meeting the requirements of this PPA.

(2) Upon the written agreement and consent of the Secured Party, which consent shall not be unreasonably delayed, the Security Fund may be established, maintained, and/or compromised in whole or in part in the form of a guarantee, bond,

deposit, instrument, pledge, assignment, or security interest in the form, on the terms and in substance satisfactory to the Secured Party, provided that such Security Fund, or portion thereof, shall be established and maintained in a fashion that provides the Secured Party with clear rights to call on the full principal balance of such Security Fund to satisfy any and all amounts due the Secured Party under this PPA, of whatever kind and nature, such rights being superior to any and all general and secured creditors of the Obligor and its Affiliates with respect to the Security Fund and any and all claims asserted by any such Person in a bankruptcy or insolvency proceeding, including any creditors' trustee in bankruptcy, debtor in possession or receiver.

ARTICLE 11- DEFAULT AND REMEDIES

11.1 Events of Default. The following events each shall constitute an "Event of Default" of the specified Party if such event has not been cured within the cure period specified for such event:

(A) Either Party's failure to make, when due, any payment to the other Party as required by this PPA, including invoices pursuant to Article 8, Actual Damages, any required indemnification, or any other required payment, and such amount remains unpaid for a period of ten (10) Business Days after the date the defaulting Party receives Notice from the non-defaulting Party that the amount is overdue.

(B) Either Party's application for, or consent (by admission of material allegations of a petition or otherwise) to, the appointment of a receiver, trustee or liquidator for a Party or for all or substantially all of its assets, or its authorization of such application or consent, or the commencement of any proceedings seeking such appointment against it without such authorization, consent or application, which proceedings continue undismissed or unstayed for a period of ninety (90) Days from its inception.

(C) Either Party's authorization or filing of a voluntary petition in bankruptcy or application for or consent (by admission of material allegations of a petition or otherwise) to the application of any bankruptcy, reorganization, readjustment of debt, insolvency, dissolution, liquidation or other similar law of any jurisdiction or the institution of such proceedings against a Party without such authorization, application or consent, which proceedings remain undismissed or unstayed for ninety (90) Days from its inception or which result in adjudication of bankruptcy or insolvency within such time.

(D) Either Party's unauthorized assignment of this PPA immediately upon its occurrence and without further Notice from the non-defaulting Party.

(E) Any material representation or warranty made by a Party in this PPA that is proven to have been false in any material respect when made or ceases to remain true during the Term if such cessation would reasonably be expected to result in a Material Adverse Effect on the non-defaulting Party and such representation or warranty is not corrected or such Material Adverse Effect is not removed within sixty (60) Days after Notice of such default from the non-defaulting Party.

(F) Either Party's failure to establish and maintain security as and in the amounts required in Article 10, and such obligations fail to be performed for a period of fifteen (15) Business Days after the non-defaulting Party provides Notice of such failure to the defaulting Party.

(G) The failure by either Party to perform or observe any other material obligation to the other Party under this PPA, that is not excused by Force Majeure and such failure shall remain unremedied for ninety (90) Days after Notice thereof shall have been given by the non-defaulting Party.

11.2 Remedies. Upon the occurrence of any Event of Default of this PPA, the non-defaulting Party may pursue all rights and remedies available to it at law and in accordance with the terms of this PPA, subject to the remedies limiting provisions in Section 11.3. Except as explicitly provided to the contrary in this PPA, each right or remedy of the Parties provided for in this PPA shall be cumulative of and shall be in addition to every other right or remedy provided for in this PPA, and the exercise of one or more or the rights or remedies provided for herein shall not preclude the simultaneous or later exercise by such Party of any other rights or remedies provided for herein.

(A) Termination and Damages. Subject to the remedies limiting provisions in Section 11.3, for any uncured Event of Default, the non-defaulting Party may, at its option do any, some, or all of the following:

(1) Offset from any payments due from the non-defaulting Party any amount otherwise due, including any unpaid Actual Damages;

(2) Seek Actual Damages in such amounts and on such basis for the default as authorized by this PPA;

(3) In the case of an Event of Default by Seller, Buyer may draw on the Seller Security Fund for any unpaid Actual Damages, or any other required and unpaid amount; and

(4) Terminate this PPA immediately upon Notice, without penalty or further obligation to the defaulting Party. Upon the termination of this PPA under this Section 11.2(A)(4), the non-defaulting Party shall be entitled to receive from the defaulting Party, subject to the Damage Caps, all of Actual Damages in connection with the Event of Default resulting in such termination.

(B) Actual Damages. For all Events of Default arising after the Commercial Operation Date, the non-defaulting Party shall be entitled to receive from the defaulting Party all direct damages proximately caused by such Event of Default ("Actual Damages") incurred by the non-defaulting Party. If Seller is the defaulting Party, the Parties agree that Actual Damages recoverable by Buyer hereunder on account of an Event of Default of Seller shall include Replacement Power Costs and any direct damages available under this PPA. If Buyer is the defaulting Party, the Parties agree that Actual Damages shall include any direct damages available under this PPA and the Replacement Sales Amount.

11.3 Limitation on Damages.

(A) Except as otherwise provided in this Section 11.3, Seller's aggregate financial liability to Buyer, including the Bridge RECs Value, Bridge REC Damages, Early Termination Damages, and Actual Damages, shall not exceed [redacted] (the "Damage Cap").

(B) The Damage Cap shall not apply to Actual Damages arising out of any of the following events:

(1) uninsured damage to Buyer-owned facilities caused by Seller's willful misconduct;

(2) Seller's intentional misrepresentation or intentional misconduct in connection with this PPA or the operation of the Facility;

(3) the sale or diversion by Seller to a third party of any capacity or energy committed to Buyer under this PPA except as expressly permitted hereby or to mitigate damages resulting from a Buyer breach;

(4) Seller's failure (i) to maintain insurance coverages in the types and amounts required by this PPA or (ii) to apply any insurance proceeds to restoration of damaged equipment of the Facility following a casualty except to the extent allowed by this PPA.

(5) any claim for third party indemnification under this PPA; and

(6) any Environmental Contamination caused by Seller in connection with this PPA.

(C) The Parties confirm that the express remedies and measures of damages provided in this PPA satisfy the essential purposes hereof. Except as expressly stated to the contrary in this PPA, neither Party shall be liable to the other Party for consequential, incidental, exemplary, special, equitable or indirect damages, lost profits or other business interruption damages by statute, in tort or contract (except to the extent expressly provided herein); *provided, however*, that if either Party is held liable to a third party for such damages and the Party held liable for such damages is entitled to indemnification from the other Party hereto, the indemnifying Party shall be liable for, and obligated to reimburse the indemnified Party for, such damages; and *provided further* that Availability Damages, Replacement Power Costs, and/or the Replacement Sales Amount owing hereunder shall constitute direct, Actual Damages for all purposes of this PPA and shall not constitute consequential, incidental, exemplary, special, equitable or indirect damages, lost profits or other business interruption damages. To the extent any damages required to be paid hereunder are liquidated (including Early Termination Damages, Availability Damages, Replacement Power Costs and/or the Replacement Sales Amount), the Parties acknowledge that such damages are difficult or impossible to determine, that otherwise obtaining an adequate remedy is inconvenient, and that the liquidated damages constitute a reasonable approximation of the harm or loss.

11.4 Duty to Mitigate. Each Party agrees that it has a duty to mitigate damages and covenants that it will use Commercially Reasonable Efforts to minimize any damages it may incur as a result of the other Party's performance or non-performance of the PPA.

ARTICLE 12 - DISPUTE RESOLUTION

12.1 Dispute Resolution.

(A) In the event of any dispute arising under this PPA (a "Dispute"), within ten (10) Business Days following Notice by either Party, (i) each Party shall appoint a representative, and (ii) the representatives shall meet, negotiate and attempt in good faith to resolve the Dispute quickly, informally and inexpensively.

(B) If the Parties are unable to resolve the dispute, they shall make every effort to settle the dispute through mediation or other alternative dispute resolution methods. If the Parties are unable to resolve the dispute through these methods, either Party may commence an action in any court of competent jurisdiction in the state of Minnesota.

ARTICLE 13- FORCE MAJEURE

13.1 Applicability of Force Majeure. A Party shall be relieved of its obligations to perform this PPA and shall not be considered to be in default with respect to any obligation under this PPA if, and to the extent such Party is prevented from fulfilling such obligation by Force Majeure, *provided, however*, that: (i) such Party gives prompt Notice describing the circumstances and impact of the Force Majeure; (ii) the relief from its obligations sought by such Party is of no greater scope and of no longer duration than is reasonably required by the Force Majeure; (iii) such Party proceeds with due diligence to overcome the Force Majeure and resume performance of its obligations under this PPA; and (iv) such Party provides Notice prior to the conclusion of the Force Majeure.

13.2 Limitations on Effect of Force Majeure.

(A) Force Majeure shall only relieve a Party of such obligations as are actually precluded by the Force Majeure.

(B) In no event will the existence of Force Majeure extend this PPA beyond its stated Term.

(C) If Force Majeure affecting Seller after the Commercial Operation Date continues for an uninterrupted period of three hundred sixty-five (365) Days from its inception either Party may terminate this PPA upon Notice to the other Party, without further obligation by either Party except as to costs and balances incurred prior to the effective date of such termination.

13.3 Delays Attributable to Party. A Party shall be excused from performing its obligations under this PPA when the other Party can establish that such a failure was caused by the Party's delay or failure to perform its obligations under this PPA, excluding any payment obligations.

ARTICLE 14 - REPRESENTATIONS AND WARRANTIES

14.1 General Representations and Warranties. Each Party hereby represents and warrants to the other as follows, which representations and warranties will be deemed to be repeated, if applicable, by each Party throughout the Term:

(A) It is a valid separate legal entity, duly organized, validly existing and in good standing under Applicable Law. It is qualified to do business in each jurisdiction required to perform duties under this PPA where the failure to so qualify would have a Material Adverse Effect on the business or financial condition of the other Party. It has all requisite power and authority to conduct its business, to own its properties, and to execute, deliver, and perform its obligations under this PPA.

(B) The Party's execution, delivery, and performance of all of its obligations under this PPA have been duly authorized by all necessary corporate action, and do not and will not:

(1) require any consent or approval by any governing corporate or management body, other than that which has been obtained and is in full force and effect (evidence of which shall be delivered to the other Party upon its request);

(2) violate any Applicable Law, or violate any provision in any formation documents, the violation of which could have a Material Adverse Effect on the on the business or financial condition of the other Party; or

(3) result in a breach or constitute a default under the representing Party's formation documents or bylaws, or under any agreement relating to its management or affairs or any indenture or loan or credit agreement, or any other agreement, lease, or instrument to which it is a party or by which it or its properties or assets may be bound or affected, the breach or default of which could reasonably be expected to have a Material Adverse Effect on the representing Party's ability to perform its obligations under this PPA.

(C) This PPA is a valid and binding obligation of the representing Party.

(D) The execution and performance of this PPA will not conflict with or constitute a breach or default under any contract or agreement of any kind to which the representing Party is a party or any judgment, order, or Applicable Law, applicable to it or its business.

14.2 Additional Representations and Warranties of Seller. Seller hereby represents and warrants to Buyer that:

(A) Seller is qualified to do business in the State in which the Facility is located; and

(B) as of the Effective Date, there are no bankruptcy or insolvency proceedings against Seller.

14.3 Covenants of Seller.

(A) During the Term, Seller covenants that Seller will not sell, transfer, convey, or assign the Facility to any Person without Buyer's prior consent, which consent shall not be unreasonably withheld, conditioned, or delayed, unless such sale, transfer, conveyance, or assignment is made in accordance with any permitted assignment of this PPA by Seller in accordance with Article 18.

(B) Seller will permit no lien, attachment, or any other encumbrance to be placed on the Facility or the site containing the Facility described in Exhibit B, at any time during the Delivery Term, in each case, other than Permitted Liens.

ARTICLE 15 INSURANCE

15.1 Evidence of Insurance. Prior to commencement of construction of the Facility and continuing through the Commercial Operation Date, Seller shall acquire insurance coverage as required by Exhibit D and provide Buyer with two copies of insurance certificates acceptable to Buyer evidencing that such builder's risk insurance coverage is in compliance with the specifications therefor set forth in Exhibit D. On or before the Commercial Operation Date, Seller shall provide Buyer with two copies of insurance certificates acceptable to Buyer evidencing that the other insurance coverages for the Facility specified in Exhibit D are in compliance with the specifications for insurance coverage set forth in Exhibit D. All such certificates shall (a) name Buyer as an additional insured (except worker's compensation); (b) provide that Buyer shall receive thirty (30) Days prior Notice of non-renewal, or cancellation of any of the corresponding policies (except that such Notice shall be ten (10) Days for non-payment of premiums), but in the event the insurer is not willing to give such Notice, Seller shall be required to give such Notice to Buyer; (c) provide a waiver of any rights of subrogation against Buyer, its Affiliates and their officials, directors, agents, subcontractors, and employees; and (d) indicate that the Commercial General Liability policy has been endorsed as described above. All policies shall be written with insurers with an AM Best rating of at least A-VIII or a Standard & Poor's rating of at least A. All policies shall be written on an occurrence basis, except as provided in Section 15.2. All policies shall contain an endorsement that Seller's policy shall be primary in all instances regardless of like coverages, if any, carried by Buyer. Seller's liability under this PPA is not limited to the amount of insurance coverage required herein.

15.2 Term and Modification of Insurance.

(A) All insurance required under this PPA shall cover occurrences during the Term. In the event that any insurance as required herein is commercially available only on a "claims-made" basis, such insurance shall provide for a retroactive date not later than the date of this PPA and such insurance shall be maintained by Seller for a minimum of two years after the Term.

(B) If any insurance required to be maintained by Seller hereunder ceases to be reasonably available and commercially feasible in the commercial insurance market, Seller shall provide Notice to Buyer, accompanied by a certificate from an independent insurance advisor of

recognized national standing, certifying that such insurance is not reasonably available and commercially feasible in the commercial insurance market for electric generating plants of similar type, geographic location and capacity. Upon receipt of such Notice, Seller shall attempt to obtain other insurance that would provide comparable protection against the risk to be insured.

ARTICLE 16 - INDEMNITY

16.1 Indemnification.

(A) To the extent permitted by Applicable Law, Seller shall indemnify, hold harmless, and defend Buyer and its officials, employees, agents, successors, and permitted assigns (collectively, "Buyer's Indemnitees") from and against, and shall promptly reimburse Buyer's Indemnitees with respect to any third-party claim, demand or cause of action, including any actual loss, cost, expense, liability, loss, fine, or damage incurred or suffered by Buyer's Indemnitees (including reasonable fees and expenses of attorneys, technical experts and expert witnesses, court costs and other out-of-pocket expenses) related to any bodily injury, death, or property damage to the extent resulting from Seller's breach of this PPA, Seller's violation of any law, rule, or regulation, or Seller's negligence or willful misconduct; *provided that* Seller's obligations under this Section 16.1(A) shall not include any damage to the Facility, bodily injury, or death caused by the negligence or willful misconduct of Buyer or its representatives while at the Site. Neither the coverage nor the limits of insurance required by this PPA shall in any way restrict the foregoing indemnity obligation of the Seller.

(B) Buyer shall be liable for any fees, penalties, or charges imposed by the Transmission Authority caused by or due to any failure by Buyer to meet its obligations of Market Participant under this PPA.

(C) Nothing in this Section 16.1 shall enlarge or relieve Seller of any liability to Buyer for any Event of Default under this PPA.

16.2 Notice of Claim. Promptly after receipt by the Buyer of any claim or notice of the commencement of any action, administrative, or legal proceeding, or investigation as to which the indemnity provided for in this Article 16 may apply, the Buyer shall provide Notice thereof to the Seller. The Seller shall assume the defense thereof with counsel that it designates and satisfactory to the Buyer, *provided, however*, that if the defendants in any such action include both the Parties and the Buyer shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to the Seller, the Buyer shall have the right to select and be represented by separate counsel, at the Seller's expense, unless a liability insurer is willing to pay such costs.

16.3 Settlement of Claim. If the Seller fails to assume the defense of a claim meriting indemnification, the Buyer may at the expense of the Seller contest, settle, or pay such claim. If the Seller assumes the defense of a claim meriting indemnification, the Seller shall have the sole right to contest, settle, or pay such claim.

16.4 Amounts Owed. Except as otherwise provided in this Article 16, in the event that a Party is obligated to indemnify and hold the other Party and its successors and assigns harmless under this Article 16, the amount owing will be the Party's actual loss.

16.5 Buyer Immunity. Nothing contained in this PPA shall in any way affect, waive, or impair the immunity of Buyer or the Buyer Indemnitees, whether on account of official immunity, legislative immunity, statutory immunity, discretionary immunity, or otherwise under Applicable Law. Nothing contained in this PPA, including any provisions regarding the Buyer Security or responsibility, shall in any way affect or impair the limitations on Buyer or the Buyer Indemnitees set forth in Minnesota Statutes, Chapter 466, as may be amended.

ARTICLE 17 – FINANCING COOPERATION

17.1 Accommodation of Financing Parties. Buyer acknowledges that Seller may seek to obtain Financing for the Facility. Buyer shall reasonably cooperate, at Seller's request and at Seller's sole cost and expense, with Seller's efforts to arrange such Financing, including: (a) executing any amendments and modifications hereto reasonably requested by a Financing Party; and (b) promptly executing or consenting to customary estoppel certificates, consents, or other documents to the extent reasonably required by a Financing Party; provided that Buyer shall have no obligation to alter or modify the terms of this PPA or provide any consent or enter into any agreement, that has an materially and adversely affects any of Buyer's rights, benefits, risks, or obligations under this PPA. Seller shall reimburse, or shall cause the Financing Parties to reimburse, Buyer for the direct and documented third party expenses (including the fees and expenses of outside counsel) incurred by Buyer in the preparation, negotiation, execution and/or delivery of any documents requested by Seller or a Financing Party, and provided by Buyer, pursuant to this Section 17.1.

ARTICLE 18- ASSIGNMENT AND OTHER TRANSFER RESTRICTIONS

18.1 Assignment.

(A) Except as permitted in this Article 18, neither Party shall assign this PPA or any portion thereof, without the prior written consent of the other Party, which consent shall not be unreasonably withheld, conditioned or delayed; *provided, however*, that (i) at least thirty (30) Days prior Notice of any proposed assignment requiring consent shall be given to the other Party; (ii) except in the case of an assignment of the PPA as security as provided in Section 18.1(B), any assignee shall expressly assume the assignor's obligations under this PPA unless otherwise agreed by the other Party; and (iii) no assignment shall impair any security given by Seller unless such security has been replaced in accordance with Article 10.

(B) Neither Buyer's nor Seller's consent shall be required for the other party to assign this PPA for collateral purposes, to their respective lenders or for any resulting transfer in foreclosure or in lieu of foreclosure of such collateral assignment. An assigning party shall provide Notice to the other party of any such assignment no later than thirty (30) Days after the assignment.

(C) Special Financing Arrangements. Buyer has informed Seller that it may negotiate a financing arrangement for its obligations under this PPA pursuant to which Buyer would prepay its obligations for all or a portion of the term of this PPA (the "Prepay Period") to a third party financial intermediary, which intermediary would then assume (i) the right to take delivery of Product during the Prepay Period; and (ii) the obligation to make payments to Seller

during the Prepay Period. Actual scheduling and delivery of Product pursuant to this PPA would remain unchanged and no additional risks or obligations will be placed on Seller. It is further understood that the creditworthiness of the third party financial intermediary (or its parent) will be the same or better than that of the Buyer's creditworthiness as of the Effective Date and that if the third party financial intermediary is a special purpose entity, the parent entity with the required creditworthiness will provide a guaranty of the payment obligations. Seller agrees to cooperate reasonably with Buyer in connection with the limited assignment of rights and obligations under this PPA in connection with such financing arrangement, provided that (i) the creditworthiness of the third-party financial intermediary and any parent guarantor, and the other terms of the financing arrangement and limited assignment, satisfy the requirements described in this Section 18.1(C); (ii) the contractual documents related to the arrangement do not impose any substantial additional contractual risk on Seller or the Financing Parties; (iii) the limited assignment is expressly subject to Buyer's assignee's timely payment of amounts due under this PPA (with Buyer remaining obligated to perform all of its obligations under this PPA, including payment obligations, notwithstanding the limited assignment); (iv) the Parties reach mutual agreement on the form of any contractual documents related to the arrangement that Seller is requested to execute; and (v) Seller obtains all third-party consents required for the implementation of such arrangement. Nothing in this Section 18.1(C) obligates Seller to consent to or enter into any assignment or other agreement. Any assignment by Buyer, its successors, or assigns under this Section 18.1(C) shall be of no force or effect unless and until an assignment agreement has been fully executed by Seller, Buyer, and Buyer's assignee.

18.2 Subcontracting. Seller may subcontract its duties or obligations under this PPA without the prior written consent of Buyer, *provided, however*, that no such subcontract shall relieve Seller of any of its duties or obligations hereunder.

ARTICLE 19 - MISCELLANEOUS

19.1 Notices. Notices required by this PPA ("Notices") shall be in writing and addressed to the other Party, including the other Party's representative on the Operating Committee, at the addresses noted in Exhibit C as either Party updates them from time to time by Notice to the other Party. Notices shall either be: (i) hand delivered; (ii) mailed, postage prepaid; or (iii) delivered by facsimile, e-mail or other electronic means. If mailed, Notices shall be simultaneously sent by facsimile, e-mail or other electronic means. Any Notice shall be deemed to have been received by the close of the Business Day on which it was hand delivered or transmitted electronically (unless hand delivered or transmitted after the close of the Business Day, in which case it shall be deemed received at the close of the next Business Day). Real-time or routine communications concerning Facility operations shall be exempt from this Section 19.1.

19.2 Taxes and Change of Law.

(A) Seller shall be solely responsible for any and all present or future taxes and other impositions of Governmental Authorities relating to the construction, ownership or leasing, operation and maintenance of the Facility, or any components or appurtenances thereof, any sales or ad valorem taxes relating to the Facility, or any taxes imposed on the products and services generated by Seller, sold and delivered to Buyer prior to the Point of Delivery. Seller's prices under Article 7 are inclusive of such taxes and impositions during the Term. For the avoidance of

doubt, Buyer will bear any sales taxes applicable to the transfer of products from and after the Point of Delivery.

(B) Buyer shall be solely responsible for the payment of any taxes imposed by Governmental Authorities on the Renewable Energy purchased under this PPA from and after the Point of Delivery.

(C) The Parties shall cooperate to minimize tax exposure, *provided, however*, that neither Party shall be obligated to incur any financial burden to reduce taxes for which the other Party is responsible hereunder. All electric energy delivered by Seller to Buyer hereunder shall be sales for resale, with Buyer reselling such electric energy. Buyer shall obtain and provide Seller with any certificates required by any Governmental Authority, or otherwise reasonably requested by Seller to evidence that the deliveries of electric energy hereunder are sales for resale.

(D) Change in Law.

(1) If, there is [redacted] then Seller may provide notice to Buyer regarding the impact of such change on Seller or the Facility ("Change in Law Notice"). Seller shall use Commercially Reasonable efforts to minimize the total cost of such [redacted].

(2) Each Change in Law Notice must contain (a) a description of the [redacted], including that such change occurred during the applicable time provided in Section 19.2(D)(1), (b) a detailed demonstration of, as applicable, the [redacted] including substantiation to Buyer of the cost of compliance or Seller's change in costs, payments, or funding due to such [redacted], and (c) the adjusted Renewable Energy Payment Rate resulting from such change; provided, that, the adjusted Renewable Energy Payment Rate resulting from a single Change in Law Notice, or multiple Change in Law Notices, shall not exceed the Ceiling Renewable Energy Payment Rate. Seller shall use Commercially Reasonable efforts to ensure that procurement contracts to support construction of the Facility include provisions to refund any tariffs paid that are subject to refund by any legislative, judicial, or regulatory action after April 1, 2025. For the avoidance of doubt, if Seller actually receives any such refund, credit, or return of fees in respect of amounts paid in connection with a Tariff Change for which the Renewable Energy Payment Rate was increased hereunder, then Seller shall credit or return such funds actually received to Buyer.

(3) Seller may elect that all costs of Seller's compliance with a General Change in Law be amortized over the remaining useful life of the Facility, with Buyer to

be responsible for that portion of the costs applicable to the remaining Term, to be added to Buyer's Renewable Energy Payment Rate hereunder, subject to the Ceiling Renewable Energy Payment Rate. For purposes of this section, the remaining useful life of the Facility will be as agreed upon by the Parties, or, if the Parties cannot agree, the dispute resolution under Section 12.1 shall apply.

[redacted].

(5) If, as a result of the combined effect of [redacted], the adjusted Renewable Energy Payment Rate is greater than the Ceiling Renewable Energy Payment Rate, then Seller may provide notice to Buyer containing (a) the proposed increased Renewable Energy Payment Rate, and (b) demonstration of the [redacted], as applicable. The Parties shall meet within ten (10) Business Days following Seller's delivery of the notice to increase above the Ceiling Renewable Energy Payment Rate, and acting in good faith and a Commercially Reasonable manner, consider amendments that may be required to this PPA to address the [redacted]. If no such amendment is executed by the Parties within thirty (30) Days (or such longer period of time as mutually agreed by the Parties) after the meet and confer of the Parties, either Party may, upon written notice to the other Party, terminate this PPA without liability of either Party to the other except for any liabilities that arose prior to such termination; *provided,* that Buyer shall not have the right to terminate this PPA pursuant to this Section 19.2(D)(5) if Seller agrees to set the Renewable Energy Payment Rate at the Ceiling Renewable Energy Payment Rate. For the avoidance of doubt, no termination payment shall be due from one Party to the other Party if the PPA is terminated pursuant to this Section 19.2(D)(5).

19.3 Applicable Laws. Each Party shall at all times comply with all Applicable Laws, except for any non-compliance that, individually or in the aggregate, could not reasonably be expected to have a material effect on the business or financial condition of the Party or its ability to fulfill its commitments hereunder.

(A) As applicable, each Party shall give all required notices, shall procure and maintain all necessary governmental permits, licenses, and inspections necessary for performance of this PPA, and shall pay its respective charges and fees in connection therewith.

(B) Each Party shall promptly disclose to the other, any violation of any Applicable Laws arising out of or in connection with the Facility and this PPA.

(C) Upon permanent cessation of generation from the Facility, Seller shall decommission the Facility, remove the Facility and remediate the Site as, if and when required by Applicable Laws.

19.4 Fines and Penalties.

(A) Each Party shall pay when due all fees, fines, penalties or costs incurred by such Party or its agents, employees or contractors for noncompliance by such Party, its employees, or subcontractors with any provision of this PPA, or any contractual obligation, Permit or requirements of Applicable Law, except for such fines, penalties and costs that are being actively contested in good faith and with due diligence by such Party and for which adequate financial reserves have been set aside to pay such fines, penalties or costs in the event of an adverse determination.

(B) If fees, fines, penalties, or costs are claimed or assessed against a Party by any Governmental Authority due to noncompliance by such Party, its employees, or subcontractors with any provision of this PPA, or any contractual obligation, Permit or requirements of Applicable Law, or, if the work of a Party or any of its contractors or subcontractors is delayed or stopped by order of any Governmental Authority due to such Party's or its employees, or subcontractors noncompliance with any provision of this PPA, or any contractual obligation, Permit or requirements of Applicable Law, such Party shall reimburse and hold the other Party harmless against any such costs incurred by the other Party, including claims for indemnity or contribution made by third parties against the other Party in accordance with Article 16.

19.5 Rate Changes.

(A) The terms and conditions and the rates for service specified in this PPA shall remain in effect for the term of the transaction described herein. Absent the Parties' written agreement, this PPA shall not be subject to change by application of either Party pursuant to Section 205 or 206 of the Federal Power Act.

(B) Absent the agreement of all Parties to the proposed change, the standard of review for changes to this PPA whether proposed by a Party, a non-party, or FERC acting *sua sponte* shall be the "public interest" standard of review set forth in United Gas Pipe Line v. Mobile Gas Service Corp., 350 U.S. 332 (1956) and Federal Power Commission v. Sierra Pacific Power Co., 350 U.S. 348 (1956) (the Mobile-Sierra doctrine), as interpreted in Morgan Stanley Capital Group, Inc. v. Public Util. Dist. No. 1, 128 S. Ct. 2733 (2008).

19.6 Disclaimer of Third Party Beneficiary Rights. In executing this PPA, Buyer does not and does not intend to extend its credit or financial support for the benefit of any third parties lending money to or having other transactions with Seller. Nothing in this PPA shall be construed to create any duty to, or standard of care with reference to, or any liability to, any person not a party to this PPA.

19.7 Relationship of the Parties.

(A) This PPA shall not be interpreted to create an association, joint venture, or partnership between the Parties nor to impose any partnership obligation or liability upon either

Party. Except as specifically provided for in this PPA to the contrary, neither Party shall have any right, power, or authority to enter into any agreement or undertaking for, or act on behalf of, or to act as an agent or representative of, the other Party.

(B) Each Party shall be solely liable for the payment of all wages, taxes, and other costs related to the employment of persons to perform such services for such Party, including all federal, state, and local income, social security, payroll, and employment taxes and statutorily mandated workers' compensation coverage. None of the persons employed by a Party shall be considered employees of the other Party for any purpose; nor shall a Party represent to any person that he or she is or shall become an employee of the other Party.

19.8 Equal Employment Opportunity Compliance Certification. Seller acknowledges that as a government contractor Buyer is subject to Applicable Laws regarding equal employment opportunity and affirmative action. Such Applicable Laws may also be applicable to Seller as a subcontractor to Buyer. All such Applicable Laws shall be deemed to be incorporated herein as required by Applicable Law, including 41 C.F.R. §60-1.4 (a) (1-7).

19.9 Survival of Obligations. Cancellation, expiration, or earlier termination of this PPA shall not relieve the Parties of obligations, including warranties, remedies, or indemnities, that by their nature should survive such cancellation, expiration, or termination, which obligations shall survive for the period of the applicable statute(s) of limitation.

19.10 Severability. In the event any of the terms, covenants, or conditions of this PPA, its Exhibits, or the application of any such terms, covenants, or conditions, shall be held invalid, illegal, or unenforceable by any court or administrative body having jurisdiction, all other terms, covenants, and conditions of the PPA and their application not adversely affected thereby shall remain in force and effect; *provided, however*, that Buyer and Seller shall negotiate in good faith to attempt to implement an equitable adjustment in the provisions of this PPA with a view toward effecting the purposes of this PPA by replacing the provision that is held invalid, illegal, or unenforceable with a valid provision the economic effect of which comes as close as possible to that of the provision that has been found to be invalid, illegal or unenforceable.

19.11 Complete Agreement; Amendments. The terms and provisions contained in this PPA constitute the entire agreement between Buyer and Seller with respect to the Facility and shall supersede all previous communications, representations, or agreements, either verbal or written, between Buyer and Seller with respect to the sale of any output from the Facility. This PPA, including Exhibits, may be amended, changed, modified, or altered in accordance with the terms of this PPA or by the mutual agreement of the Parties, *provided, however*, that such amendment, change, modification, or alteration shall be in writing.

19.12 Binding Effect. This PPA is binding upon and shall inure to the benefit of the Parties hereto and their respective successors, legal representatives, and assigns.

19.13 Headings. Captions and headings used in this PPA are for ease of reference only and do not constitute a part of this PPA.

19.14 Counterparts. This PPA may be executed in counterparts, and each executed counterpart shall have the same force and effect as an original instrument.

19.15 Governing Law. The interpretation and performance of this PPA and each of its provisions shall be governed and construed in accordance with the laws of the State of New York, exclusive of conflict of laws principles, and any question arising hereunder shall be governed according to such law. The Parties agree that any judicial action or other proceeding arising out of or in any way related to this PPA shall be brought in a state or federal court of competent jurisdiction located in Minnesota regardless of permissive venue elsewhere, and all parties to this PPA hereby submit themselves to the jurisdiction of such court. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, EACH OF THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES THE RIGHT EITHER OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED UPON, OR ARISING OUT OF, UNDER OR IN CONNECTION WITH, THIS PPA. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES ENTERING INTO THIS PPA.

19.16 Press Releases and Media Contact. Upon the request of either Party, the Parties shall develop a mutually agreed joint press release to be issued describing the location, size, type and timing of the Facility, the long-term nature of this PPA, and other relevant factual information about the relationship. In the event during the Term, either Party is contacted by the media concerning this PPA or the Facility, the contacted Party shall inform the other Party of the existence of the inquiry, any questions asked, and the substance of any information provided to the media.

19.17 Exhibits. Either Party may change the information in Exhibit C at any time by Notice without the approval of the other Party. All other Exhibits may be changed to the extent allowed by specific provisions of this PPA or with the mutual consent of both Parties.

19.18 Confidentiality.

(A) Although this PPA is not Confidential Information (except as provided below with respect to the Confidential Provisions hereof), the Parties acknowledge and agree that during the course of the performance of their respective obligations under this PPA, either Party may need to provide information to the other Party, which the disclosing party deems confidential, protected from disclosure under Applicable Law, or a trade secret (as more particularly defined below, "Confidential Information").

(B) Confidential Information shall include: (i) the Confidential Provisions; and (ii) all documentation and data, including special techniques, methods, computer programs and software, that is the subject of efforts by the disclosing Party that are reasonable under the circumstances to maintain its secrecy and that derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use.

(C) The disclosing Party shall conspicuously label as "trade secret" or "protected data" under Applicable Law and so request the receiving Party to maintain the confidentiality of such information pursuant to this Article 19. Confidential Information (other than the Confidential Provisions) shall be designated by clear and distinct notation on such documentation or by equivalent method, and shall be treated as such by the receiving Party.

Documentation and data (other than the Confidential Provisions) not so designated need not be considered by the receiving Party to be Confidential Information; provided, however, that data and documentation regarding Facility output, performance, and outages shall be considered Confidential Information, except as required to make stakeholders aware of additional energy, capacity, or environmental attributes that may need to be arranged as a result of lower than expected output of the Facility. Seller represents that the Confidential Provisions are Confidential Information. The disclosing Party hereby grants to the receiving Party authority to use Confidential Information for the purposes of this PPA, including keeping electronic copies of such Confidential Information. The receiving Party agrees to keep such Confidential Information confidential, except as set forth in this Section 19.18, to use it for work necessary to the performance of this PPA, and not to sell, transfer, sublicense, disclose, or otherwise make available any such Confidential Information to others; provided, however, that Confidential Information may be disclosed by the receiving Party to the agents, employees, advisors, consultants, or potential or actual debt or equity investors of the receiving Party, subject to their acceptance of the obligations of confidentiality imposed hereby and for whose violations of this requirement of confidentiality the receiving Party shall be responsible; and provided further that a Party may disclose Confidential Information as required by Applicable Law (including a request under the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13 or in connection with any required filings with governmental regulatory agencies) provided that Notice of such disclosure is given to the disclosing Party. The disclosing Party may seek, at its expense, a protective order or other means to have such Confidential Information protected, to the extent permitted under Applicable Law, from public disclosure.

(D) Confidential Information shall not include any data or information:

(1) Which can be documented that such information was in the public domain as allowed by this Section 19.18, or through no fault or action of the receiving Party at the time it was disclosed by the disclosing Party to the receiving Party or at any time thereafter;

(2) Which can be documented that it was independently developed by the receiving Party;

(3) Which can be documented that it was known to the receiving Party from an ultimate source other than the disclosing Party without breach of this PPA by the receiving Party;

(4) Which is disclosed by a Party, in connection with such Party's performance of its obligations under this PPA, to its consultants or contractors or other third parties who are in turn subject to a confidentiality agreement with the disclosing Party to treat the information at least with the care required by this PPA; or

(5) Which is legally requested or required (by oral questions, interrogatories, requests for information or documents, subpoena, civil investigative demand or similar process or, in the opinion of its counsel, by Applicable Laws) to be disclosed, provided, however, that the Party requested or required to make a disclosure shall, to the extent permitted under Applicable Law, promptly notify the disclosing Party,

so that the disclosing Party may seek an appropriate protective order and/or waive compliance with the terms of this Section 19.18.

(E) Disclosure by Buyer. Notwithstanding any other provision this PPA, Seller agrees that Buyer shall be entitled to make any and all disclosures necessary to its Board, and any of its other existing or future lenders, regulators, power agency, and other authoritative bodies in the ordinary course of its business, provided however that Buyer shall identify and redact all of the Confidential Information as sensitive and confidential and shall endeavor to limit such disclosures to the entities described in this paragraph.

19.19 Ethics. Each Party has implemented and maintained policies and procedures reasonably designed to ensure compliance with (i) all Applicable Laws relating to anti-money laundering, economic sanctions, anti-bribery/anti-corruption; (ii) Human Rights Standards in the jurisdiction(s) in which such Party conducts business; and (iii) all Applicable Laws of any jurisdiction relating to data privacy or system security. Each Party agrees to promptly report to the other Party any serious breach or any circumstances that could reasonably be expected to constitute a material breach of the above-mentioned Applicable Laws and standards in the performance of its obligations hereunder.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Parties have executed this PPA.

Seller:

NORTH HILLS WIND PROJECT, LLC,
a Delaware limited liability company

By: _____
Its: _____

Buyer:

THE CITY OF ROCHESTER,
by and through ROCHESTER PUBLIC UTILITIES,
a Minnesota municipal utility

By: _____
Its: _____

EXHIBIT A

DEFINITIONS

The following terms shall have the meanings set forth herein:

"AC" means alternating electric current.

"Actual Damages" has the meaning set forth in Section 11.2(B).

"Affiliate" means any person or entity that directly or indirectly controls, is under the control of, or is under common control with, the named entity by the power to direct or cause the direction of the management of the policies of named entity, whether through ownership interest, by contract or otherwise.

"AGC" or "Automatic Generation Control" means the equipment and capability of an electric generation facility to automatically adjust the generation quantity within the applicable Balancing Authority with the purpose of interchange balancing and specifically, the Facility's capability of accepting AGC Set-Point electronically and automatically adjusting and regulating the Facility's energy production via the Facility's SCADA system.

"AGC Set-Point" means the Buyer-generated analog or digital signal sent by the SCADA system to the Facility, representing the maximum Renewable Energy output for the Facility.

"Ancillary Services" means those ancillary services defined under the Transmission Tariff as well as those other services and products that may be included under such tariff from time to time, which are associated, directly or indirectly, with the capacity of the Facility or the transmission of energy from the Facility.

"Applicable Law" means all laws, statutes, treaties, codes, ordinances, regulations, certificates, orders, licenses and permits of any Governmental Authority that are applicable to a Party, the business of a Party or the development, construction or operation of the Facility, now in effect or hereafter enacted, amendments to or interpretations of any of the foregoing by a Governmental Authority having jurisdiction, and all applicable presidential, judicial, administrative, arbitration and regulatory decrees, judgments, injunctions, writs, orders, awards or like actions.

"As-built Supplement" shall be a supplement to Exhibit B (as such Exhibit B is replaced pursuant to Section 3.1), delivered to Buyer by Seller after completion of construction of the Facility, and sign off from the Facility operator, describing the Facility as actually built, and including all original equipment manufacturer and balance of plant contractor commissioning certificates and/or reports.

"Availability Damages" has the meaning set forth in Exhibit G.

"Back-Up Metering" shall have the meaning set forth in Section 5.2(B).

"Balancing Authority" means the system of electrical generation, distribution and transmission facilities within which generation is regulated in order to maintain interchange schedules with other such systems.

"Billing Period" shall have the meaning set forth in Section 8.1(A).

"Bridge REC Cap" is defined in Section 4.4(A).

"Bridge REC Damages" is defined in Section 4.4(A).

"Bridge RECs" means RECs that are eligible for consideration in the REC Registration Program and are from a wind or solar energy generation facility that is CRS Listed of comparable vintage to the Facility RECs that would have been generated during the COD Delay Period, which may include RECs which have been made available to the public for purchase by third parties.

"Bridge RECs Value" is defined in Section 4.4(A).

"Business Day" means any Day that is not a Saturday, a Sunday, or a NERC recognized holiday in the State of Iowa.

"Buyer" shall have the meaning set forth in the first paragraph of this PPA.

"Buyer Security" means, if required pursuant to Section 10.2, as security for Buyer's performance under this PPA, a letter of credit under Section 10.3 or other Security Account meeting the requirements set forth in Section 10.2.

"Buyer's Indemnitees" shall have the meaning set forth in Section 16.1(A).

"Capacity Rights" means Zonal Resource Credits, as recognized and assigned to the Facility under the MISO market rules. Capacity Rights do not include PTCs, ITCs or any Incentives.

"Ceiling Renewable Energy Payment Rate" means [redacted].

[redacted]

"Change in Law Notice" shall have the meaning set forth in Section 19.2(D)(1).

"COD Conditions" shall have the meaning set forth in Section 4.2.

"COD Delay Period" has the meaning set forth in Section 4.4(A).

"Commercial Operation" means the period beginning on the Commercial Operation Date and continuing through the Term of this PPA.

"Commercial Operation Date" or "COD" means the date upon which Seller satisfies the COD Conditions.

"Commercially Reasonable" or "Commercially Reasonable Efforts" means, with respect to any action required to be made, attempted or taken by a Party under this PPA, the level of effort in light of the facts known to such Party at the time a decision is made that: (a) can reasonably be expected to accomplish the desired action at a reasonable cost; (b) is consistent with Good Utility Practices; and (c) takes into consideration the amount of advance notice required to take such action, the duration and type of action and the competitive environment in which such action occurs.

"Compensable Curtailment" shall have the meaning set forth in Section 7.2(C).

"Compensable Curtailment Energy" shall have the meaning set forth in Section 7.2(B)(2).

"Confidential Information" shall have the meaning set forth in Section 19.18(A).

"Confidential Provisions" means the following provisions of this PPA: (A) the Renewable Energy Payment Rate; (B) the Security Fund amounts; (C) Section 4.4(A) (Bridge RECs) together with the Bridge RECs Value; (D) the amounts of the Damage Cap; (E) Exhibit G (Mechanical Availability), Section 2 and Attachment 1 to Exhibit G; (F) the adjusted Renewable Energy Payment Rate thresholds in Section 7.2(A) and Section 7.3; and (G) Section 19.2(D)(4) and the Ceiling Renewable Energy Payment Rate.

"Construction Contract" means the contract or contracts providing for the engineering, procurement, construction, acquisition, manufacture, delivery and installation of the generating and step-up transformation equipment that is to be part of the Facility and the engineering, procurement and construction of the Facility.

"Covered Facility" has the meaning set forth in Section 4.5.

"Covered Facility Right of First Offer" has the meaning set forth in Section 4.5.

"Credit Rating" means for any Person, the respective ratings then assigned to such Person's unsecured, senior long-term debt (not supported by third-party credit enhancement) by S&P or Moody's.

"Creditworthy Entity" means a Person that has a Credit Rating of (a) Baa3 or higher by Moody's or (b) BBB- or higher by S&P or (c) BBB- or higher by Fitch.

"CRS Listed" means the designation used by the Center for Resource Solutions for generation facilities that are registered in a renewable energy tracking system and that have an approved attestation form on file with the Center for Resource Solutions.

"Damage Caps" shall have the meaning set forth in Section 11.3(A).

"Data" shall have the meaning set forth in Section 6.8.

"Day" means a calendar day.

"DC" means direct current.

"Delivery Term" means the period of time commencing on the Commercial Operation Date and continuing until the end of the Term.

"Dispatch Procedures" has the meaning set forth in Section 7.2(A).

"Dispute" shall have the meaning set forth in Section 12.1(A).

"Early Termination Damages" shall have the meaning set forth in Section 4.4(C).

"Economic Curtailment Cap" means, for each calendar year during the period from the commencement of the Delivery Term through April 1, 2030, the cumulative number of Negative Settlement Intervals up to an annual maximum of [redacted]; *provided*, *however*, that, for any partial calendar year beginning on the commencement of the Delivery Term and ending on December 31 of that year and the partial calendar year beginning on January 1, 2030 and ending on April 1, 2030, the Economic Curtailment Cap shall be prorated based on the number of days in such partial calendar year.

"Effective Date" shall have the meaning set forth in the introductory paragraph.

"Electric Metering Devices" means revenue quality meters, metering equipment and data processing equipment used to measure, record or transmit data relating to the output from the Facility, including the metering current transformers and the metering voltage transformers.

"Eligible Energy Resource" means any resource that qualifies as a renewable energy resource eligible to be certified to receive, claim, own or use Renewable Energy Credits pursuant to the protocols and procedures developed and approved in the REC Registration Program.

"Emergency" means any event or occurrence after the Effective Date that results in the declaration of an Emergency Condition under and as defined in the Interconnection Agreement.

"Energy Markets Control Center" or "EMCC" means Buyer's merchant representatives responsible for dispatch of generating units, including the Facility.

"Energy Resource Interconnection Service" has the meaning set forth in the Transmission Tariff.

"Environmental Attribute" means, other than the electric Renewable Energy produced, (a) any emissions, air quality or other environmental attribute, aspect, characteristic, claim, credit, benefit, reduction, offset or allowance, howsoever entitled or designated, resulting from, attributable to or associated with a renewable energy facility or the energy generated thereby that is related to such facility's benefits to the environment and capable of being measured, verified or calculated, and (b) the reporting rights related to any such attributes, aspects, characteristics, claims, credits, benefits, reductions, offsets or allowances, including the right of a Person to report the ownership thereof in compliance with federal or state law, if applicable, or otherwise to a federal or state agency or any other Person, including under any present or future federal, state or local law, regulation or bill or any international or foreign emissions trading program. Environmental Attributes shall for the purposes of this PPA, include carbon credits, portfolio credits, emissions allowances, environmental air quality credits and emissions reduction credits,

offsets and allowances, howsoever entitled, resulting from the avoidance of the emission of any gas, chemical or other substance attributable to the generation of the energy by a renewable energy facility, including any of the same arising out of legislation or regulation concerned with oxides of nitrogen, sulfur, carbon, particulate matter, soot or mercury or implementing the United Nations Framework Convention on Climate Change (the "UNFCCC"), the Kyoto Protocol to the UNFCCC or crediting "early actions" with a view thereto, the Paris Agreement to the UNFCCC, or laws or regulations involving or administered by the Environmental Protection Agency. Notwithstanding the foregoing or anything to the contrary, Environmental Attributes do not include existing or future federal, state and local tax credits, grants or other tax incentives or any other Incentives.

"Environmental Contamination" means the introduction or presence of Hazardous Materials at such levels, quantities or location, or of such form or character, as to constitute a violation of Applicable Law, and present a material risk under Applicable Laws that the Site will not be available or usable for the purposes contemplated by this PPA.

"ERO" means the Electric Reliability Organization certified by FERC pursuant to Section 215 of the Federal Power Act or any successor organization.

"Event of Default" shall have the meaning set forth in Section 11.1.

"Expected Nameplate Capacity" means 180 MW.

"Facility" means Seller's electric generating facilities, associated balance of plant, parts and equipment consistent with the warranties for the major components, and all equipment necessary to interconnect to the Transmission Authority's System, all as further described in Exhibit B (as the same will be replaced pursuant to Section 3.1 and also as the same will be updated by the As-built Supplement), including all of the following (to the extent Seller has rights thereto): Seller's equipment, buildings, Wind Turbines, generators, step-up transformers, output breakers, facilities necessary to connect to the Interconnection Point, protective and associated equipment, improvements, and other tangible assets, contract rights, easements, rights of way, surface use agreements and other interests or rights in real estate owned or used for construction, operation, maintenance, generation and delivery of the capacity and energy subject to this PPA.

"Facility RECs" means RECs attributable to the Facility.

"Federal Power Act" means the provisions of 16 U.S.C. 791(A) et seq. and amendments or supplements thereto.

"FERC" means the Federal Energy Regulatory Commission or any successor agency.

"Financing" means any senior or subordinated debt, lease, hedge or equity financing (including any development, bridge, construction, direct or indirect tax equity or permanent equity financing to Seller or an Affiliate thereof) or any other extension of credit, or refinancing of any of the foregoing, in connection with the development, construction, ownership, leasing, operation or maintenance (including working capital) of the Facility or a portfolio of projects that includes the Facility, whether that financing or refinancing takes the form of private debt or equity, public debt or equity or any other form, including pursuant to a Financing Document.

"Financing Documents" means the loan and credit agreements, notes, bonds, indentures, security agreements, lease financing agreements, equity contribution agreements, mortgages, deeds of trust, interest rate exchanges, swap agreements and other documents relating to the development, bridge, construction, backleverage or permanent debt financing and/or tax equity financing for the Facility, including any credit enhancement, credit support, working capital financing, portfolio financing, or refinancing documents, and any and all amendments, modifications, or supplements to the foregoing that may be entered into from time to time at the discretion of Seller in connection with development, construction, ownership, leasing, operation or maintenance of the Facility.

"Financing Party" means lenders and equity investors (including any trustee or agent on behalf of such party) providing equity or debt financing or refinancing to Seller or any of its Affiliates, whether that financing or refinancing takes the form of private debt or equity, public debt or equity or any other form, including any Tax Investor.

"Fitch" means Fitch Ratings, Inc. and any successor thereto.

"Force Majeure" means an event or circumstance that prevents a Party from performing its obligations under this PPA, which event or circumstance (i) was not reasonably foreseeable so as to enable the claiming Party to avoid the consequences thereof, (ii) is not within the control of, or the result of the fault or negligence, or breach of this PPA by, the Party claiming its occurrence, and (iii) which by exercise of due diligence and foresight could not reasonably have been avoided, including an action or restraint by court order or adoption or imposition of any Applicable Law by a Governmental Authority restricting or limiting the operation of the Facility (as long as the affected Party has not applied for or assisted in the application for, and has opposed to the extent reasonable, such court order or action of the Governmental Authority), *provided, however, that* such an event or circumstance shall not include: (a) inability, or excess cost, to procure any equipment necessary to perform the obligations of this PPA; (b) acts or omissions of a third party, unless such acts or omissions are themselves excused by reason of Force Majeure; (c) changes in market conditions; (d) any labor strikes, slowdowns, work stoppages, or other labor disruptions specific to Seller or the Facility, or (e) a Party's ability to enter into a similar contract at a more favorable price or under more favorable conditions. By way of example only, "Force Majeure" includes (i) any delay, failure, or default by the Transmission Authority to perform its obligations under the Interconnection Agreement that is not cured, (ii) acts of God; (iii) sudden actions of the elements, such as floods, earthquakes, hurricanes or tornadoes, lightning, ice storms, or high winds of sufficient strength or duration to materially damage the Facility or significantly impair its operation for a period of time longer than normally encountered in similar wind facilities under comparable circumstances; (iv) fire, sabotage, vandalism beyond that which could reasonably be prevented by Seller; terrorism; war; riots; explosion; blockades; insurrection; (v) the occurrence of any systemic defect or failure of the Facility equipment that is common to [redacted] the Wind Turbines; (vi) a failure for any cause to all or part of the high voltage equipment including the transformers, the associated circuit breakers and any and all other high voltage switchgear and associated equipment; (vii) inability, despite due diligence, to obtain any licenses, permits, or approvals required by any Governmental Authority; and (viii) epidemic or pandemic (including COVID-19, but only to the extent of direct impacts of COVID-19 (including travel restrictions, quarantine restrictions, supply chain disruptions, and labor force disruptions) of which Seller was not aware as of the Effective Date).

"Forced Outage" means any condition at the Facility that requires the immediate and unplanned removal for a period of time reasonably believed by Seller to last for longer than one (1) hour of the Facility, or at least ten percent thereof, from service, another outage state, or a reserve shutdown state, resulting from immediate mechanical/electrical/hydraulic control system trips and operator-initiated trips in response to abnormal Facility conditions or alarms.

"Future Environmental Attribute Costs" means any costs, expenses or changes relating to the qualification, production, verification, and delivery of the Future Environmental Attributes, to be paid by Buyer.

"Future Environmental Attributes" means any Environmental Attributes that become recognized and marketable in the MISO or other RTO market after the Effective Date.

[redacted]

"Good Utility Practices" means the practices, methods, standards and acts engaged in or approved by a significant portion of the applicable segment of the wind electric power generation industry pertaining to facilities of the type, similar size and location to the Facility that, at a particular time, in the exercise of Commercially Reasonable judgment, in light of the facts that are known, or reasonably should have been known, at the time a decision was made, would have been expected to accomplish the desired result in a manner consistent with Applicable Law, Permits, codes, standards, equipment manufacturer's recommendations, reliability, safety, environmental protection, economy, and expedition. Good Utility Practices is not limited to the optimum practice, method, standard or act to the exclusion of all others, but rather to those practices, methods, standards and acts generally acceptable or approved by a significant portion of the applicable segment of the wind electric power generation industry in the relevant region, during the relevant period.

"Governmental Authority" means any federal, state, local or municipal governmental body; any governmental, quasi-governmental, regulatory or administrative agency, commission, body or other authority exercising or entitled to exercise any administrative, executive, judicial, legislative, policy, regulatory or taxing authority or power; or any court or governmental tribunal. For the avoidance of doubt, Buyer and its Affiliates are not Governmental Authorities for purposes of this PPA.

"Grossed-up PTC Amount" means an amount equal to: (a) the PTCs to which Seller would have been entitled with respect to Compensable Curtailment Energy that would actually been delivered, plus (b) a "gross up" amount to take into account the federal, state and local income tax to Seller on such payments in lieu of PTCs so that the net amount retained by Seller, after payment of federal, state and local income taxes, is equal to the amount set forth in clause (a) of this definition.

"Guaranteed Commercial Operation Date" means [redacted]; *provided* that the Guaranteed Commercial Operation Date shall be extended Day-for-Day for each Day that Seller

is prevented from achieving the Commercial Operation Date as a result of Force Majeure or Interconnection Delay.

"Hazardous Materials" means any substance, material, gas, or particulate matter that is regulated by any local Governmental Authority, any applicable State, or the United States of America, as an environmental pollutant or dangerous to public health, public welfare, or the natural environment including protection of non- human forms of life, land, water, groundwater, and air, including any material or substance that is (i) defined as "toxic," "polluting," "hazardous waste," "hazardous material," "hazardous substance," "extremely hazardous waste," "solid waste" or "restricted hazardous waste" under any provision of local, state, or federal law; (ii) petroleum, including any fraction, derivative or additive; (iii) asbestos; (iv) polychlorinated biphenyls; (v) radioactive material; (vi) designated as a "hazardous substance" pursuant to the Clean Water Act, 33 U.S.C. §1251 *et seq.* (33 U.S.C. §1251); (vii) defined as a "hazardous waste" pursuant to the Resource Conservation and Recovery Act, 42 U.S.C. §6901 *et seq.* (42 U.S.C. §6901); (viii) defined as a "hazardous substance" pursuant to the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. §9601 *et seq.* (42 U.S.C. §9601); (ix) defined as a "chemical substance" under the Toxic Substances Control Act, 15 U.S.C. §2601 *et seq.* (15 U.S.C. §2601); or (x) defined as a pesticide under the Federal Insecticide, Fungicide, and Rodenticide Act, 7 U.S.C. §136 *et seq.* (7 U.S.C. §136).

"House Power" means retail power to the Facility.

"Human Rights Standards" means, as to Seller, internationally recognized human rights, as defined by United Nations Conventions and the International Labor Organization conventions, and as to Buyer, the Minnesota Human Rights Act, Minnesota Statutes Chapter 363A, as may be amended.

"Incentives" means investment and production tax credits based on energy production from any portion of the Facility and any other tax benefits or other similar financial incentives, whether federal, state or other, resulting from construction, ownership, operation, maintenance or other use of the Facility, including Production Tax Credits and similar tax credits.

"Interconnection Agreement" means that certain Generator Interconnection Agreement (GIA) J898, entered into separately among Seller, Transmission Owner, and Transmission Provider, dated as of February 7, 2022, and GIA J1769 executed August 6, 2024.

"Interconnection Delay" means a delay by the transmission provider or the Transmission Authority in taking any actions necessary to interconnect the Facility to the Interconnection Facilities and the Transmission Authority grid that is outside of Seller's reasonable control and causes a delay in the interconnection of the Facility beyond the dates set forth in the Interconnection Agreement.

"Interconnection Facilities" means those facilities designated in the Interconnection Agreement for the direct purpose of interconnecting the Facility at the Interconnection Point, along with any easements, rights of way, surface use agreements and other interests or rights in real estate reasonably necessary for the construction, operation and maintenance of such facilities, whether

owned by Seller, the Transmission Authority or another entity. This equipment is conceptually depicted in Exhibit B (as said Exhibit B will be replaced pursuant to Section 3.1).

"Interconnection Point" means the physical point within the operational authority of Transmission Authority as specified in the Interconnection Agreement, at which electrical interconnection is made between the Facility and the Transmission Authority's System in accordance with the Transmission Tariff and the Interconnection Agreement.

"kW" means kilowatt.

"LMP" is defined in the Transmission Tariff.

"Local Provider" means the cooperative utility providing House Power to the Facility.

"Market Participant" shall have the meaning set forth in the Transmission Tariff with respect to the Facility.

"Material Adverse Effect" means any effect (or effects taken together) that has or is reasonably likely to have a material adverse effect on the ability of a Party to perform its obligations under this PPA.

"MISO" means the Mid-Continent Independent System Operator.

"Moody's" means Moody's Investors Service, Inc., or its successor in interest.

"MRD" has the meaning set forth in the Transmission Tariff.

"MW" means megawatt or one thousand kW.

"MWh" means megawatt hours.

"Nameplate Capacity" means the designed maximum output of each Wind Turbine as designated by the turbine manufacturer, or the sum of such output for the Facility, as applicable. The aggregate Nameplate Capacity of the Facility shall be as specified in the revised Exhibit B to be delivered by Seller pursuant to Section 3.1.

"Negative LMP Reimbursement" has the meaning set forth in Section 7.3(A).

"Negative PTC Value" means the amount, on a dollar per MWh basis, equal to: (a) negative one (-1) multiplied by (b) (i) the PTCs that Seller would have earned in respect of energy from the Facility at the time plus (ii) a "gross up" amount to take into account the federal, state, and local income tax to Seller on such payments in lieu of PTCs so that the net amount retained by Seller, after payment of federal, state and local income taxes, is equal to the amount set forth in clause (b)(i) of this definition. By way of example, if the PTC is $35/MWh and the federal, state, and local income tax to the Seller on such payments in lieu of PTC totals $10/MWh, then the Negative PTC Value is -$45/MWh.

"Negative Settlement Interval" has the meaning set forth in Section 7.3.

"NERC" means the North American Electric Reliability Council or any successor organization.

"Non-Compensable Curtailment" shall have the meaning set forth in Section 7.2(D).

"Notice(s)" shall have the meaning set forth in Section 19.1.

"Obligor" means Seller with respect to the Seller Security Fund and Buyer with respect to the Buyer Security.

"Operating Committee" means one representative and one alternate representative, each from Buyer and Seller pursuant to Section 9.4.

"Operating Procedures" means those procedures developed pursuant to Section 9.4.

"Operating Records" means all agreements associated with the Facility, operating logs, blueprints for construction, operating manuals, all warranties on equipment, and all documents, whether in printed or electronic format, that Seller uses or maintains for the operation of the Facility.

"Outside Commercial Operation Date" has the meaning set forth in Section 4.4(C).

"Outside CP Date" means December 31, 2027.

"Park Potential" means the number provided to Buyer in real time through Buyer's SCADA system in accordance with the Operating Procedures, which depicts Seller's real time calculation of the Potential Energy capable of being provided by the Facility to Buyer as measured at the Point of Delivery. Park Potential shall be calculated as the aggregate energy available in real time for delivery at the Point of Delivery using the best-available data obtained through Commercially Reasonable methods; and shall be dependent upon measured wind resource, power curves, Wind Turbine availability, and derate(s), and any other adjustment necessary to accurately reflect the Potential Energy at the Point of Delivery.

"Party" and "Parties" shall have the meanings set forth in the introductory paragraph.

"Permit(s)" means all applicable construction, land use, air quality, emissions control, environmental and other permits, licenses and approvals from any Governmental Authority required under Applicable Laws for construction, ownership, operation and maintenance of the Facility and the generation and delivery of any output from the Facility to Buyer.

"Permitted Liens" means (a) liens imposed by any Governmental Authority for any taxes, assessments or other charges that are either (i) not delinquent or (ii) the payment of which is being contested in good faith through appropriate proceedings promptly initiated and diligently conducted, (b) liens arising out of court judgments or arbitral awards, so long as an appeal or proceeding for review is being prosecuted in good faith and adequate reserves, as required by generally accepted accounting principles, bonds, or other security have been provided, or such judgments or awards are fully covered by insurance, (c) non-monetary liens, claims, or encumbrances upon real property incident to the ordinary course of business that do not in the

aggregate materially impair the use or value of the property or assets in question, (d) liens in favor of Buyer arising under or in connection with this PPA, (e) mechanics' and materialmen's liens arising in the ordinary course of business for amounts not yet due or for which a bond, letter of credit, or other security has been posted, (f) carriers', warehousemen's, suppliers' or other similar liens arising in the ordinary course of business for amounts not yet due or for which a bond, letter of credit or other security has been posted and (g) liens securing debt incurred by Seller to a third party that is not an Affiliate in an amount not exceeding a 65% loan-to-value ratio, determined on a Commercially Reasonable basis, in respect of the Facility.

"Person" means an individual, corporation, limited liability company, voluntary association, joint stock company, business trust, partnership, Governmental Authority or other entity.

"PI" means the "plant information" system as described and implemented in Section 6.8.

"Point of Delivery" means the Interconnection Point.

"Potential Energy" means the quantity of the energy that Seller is capable of delivering at the Point of Delivery. In the event that Park Potential is not a reliable proxy for Potential Energy pursuant to Section 7.2(B), Potential Energy shall be calculated as the aggregate energy available for delivery at the Point of Delivery using the best-available data obtained through Commercially Reasonable methods; and shall be dependent upon measured wind resource, power curves, Wind Turbine availability, and derate(s), and any other adjustment necessary to accurately reflect the Facility's capability to produce and deliver energy to the Point of Delivery.

"PPA" has the meaning set forth in the first paragraph hereof.

"Products" means Renewable Energy, all Environmental Attributes (including RECs) associated with the delivered Renewable Energy, Capacity Rights associated with the Facility if Buyer is receiving such rights pursuant to Section 6.3, Ancillary Services and Future Environmental Attributes.

"Projected Output" means the Expected Facility Output for the COD Delay Period based on the P50 generation values of the Facility calculated by Seller on the Commercial Operation Date or the Outside Commercial Operation Date, as applicable.

"PTC" or "Production Tax Credit" means the tax credits applicable to electricity produced from certain renewable resources pursuant to Section 45 of the Internal Revenue Code (as amended from time to time), or such substantially equivalent federal tax incentive that provides Seller with a tax credit based on energy production from any portion of the wind project.

[redacted]

[redacted]

"Qualified Issuer" mean a commercial bank or trust company organized under the laws of the United States or a political subdivision thereof, with (i) a Credit Rating from one or both of S&P and Moody's, which Credit Rating is at least [redacted], and (ii) having a net worth of at least $2,500,000,000 at the time of issuance of the letter of credit.

"REC Registration Program" means any State, regional, or federal program established to register Eligible Energy Resources and create and certify RECs arising from energy generated from such Eligible Energy Resource, including any rights associated with any renewable energy information or tracking system that exists or may be established by Applicable Law with regard to monitoring, registering, tracking, certifying, or trading such credits. For purposes of this PPA, the REC Registration Program shall mean the Midwest Renewable Energy Tracking System (M-RETS).

"Regional Reliability Entity" means the organization with delegated authority from NERC to develop and enforce mandatory reliability standards.

"Regional Transmission Organization" or "RTO" means any Person certified by FERC to provide open access transmission service over the transmission facilities of its members under a tariff filed with FERC. MISO is an RTO.

"Renewable Energy" means all electric energy generated by the Facility during the Term and delivered to the Point of Delivery, including all Test Energy.

"Renewable Energy Credits" or "RECs" means any contractual right to the full set of non-energy attributes, including any and all credits, benefits, emissions reductions, offsets, and allowances, howsoever entitled, directly attributable to a specific amount of capacity and/or electric energy generated from an Eligible Energy Resource, including any and all environmental air quality credits, benefits, emissions reductions, off-sets, allowances, or other benefits as may be created or under any existing or future statutory or regulatory scheme (federal, state, or local) by virtue of or due to the Facility's actual energy production or the Facility's energy production capability because of the Facility's environmental or renewable characteristics or attributes, including any Renewable Energy Credits or similar rights arising out of or eligible for consideration in the REC Registration Program. For the avoidance of doubt, RECs excludes (i) any local, state or federal depreciation deductions or other tax credits, grants providing a tax benefit to Seller or any other person or entity based on direct ownership of the Facility, including the Production Tax Credit that may be available to Seller with respect to the Facility under Applicable Laws, and (ii) depreciation and other tax benefits arising from ownership or operation of the Facility unrelated to its status as a generator of renewable or environmentally clean energy.

"Renewable Energy Payment Rate" means [redacted].

"Replacement Power Costs" means, at Buyer's election, either: (i) the fair market value of Renewable Energy (including Capacity Rights, if Buyer is receiving such rights pursuant to Section 6.3 at the time of termination) that Seller is required to produce at the Facility and deliver

to Buyer but fails to so produce and deliver due to an Event of Default; or (ii) the actual costs hat incurred by Buyer to replace the Renewable Energy (including Capacity Rights, if Buyer is receiving such rights pursuant to Section 6.3 at the time of termination) that Seller is required to produce at the Facility and deliver to Buyer, but fails to so produce and deliver due to an Event of Default; in either case, less the sum of any payments from Buyer to Seller, under this PPA, that would be eliminated as a result of such failure; *provided, however*, that the net amount shall never be less than zero in the aggregate (it being agreed that any hour that yields a negative result will be included in the computation, but the aggregate result for all hours shall never be less than zero) and, if the calculation, in the aggregate, results in a number less than zero, the aggregate number shall be deemed to be zero. In the event of termination of this PPA by Buyer due to an uncured Event of Default of Seller pursuant to the terms and conditions of this PPA, the Replacement Power Costs will be equal to the net present value (using a discount rate equal to six percent (6%)) of such costs described above applicable to the remaining Term of this PPA (subject to the applicable Damage Cap).

"Replacement RECs" means RECs that are eligible for consideration in the REC Registration Program and are from a wind or solar energy generation facility that is CRS Listed of comparable vintage to the Facility RECs, which may include RECs which have been made available to the public for purchase by third parties.

"Replacement Sales Amount" means the sum of any payments which Buyer should have made but did not make to Seller less the revenue received, if any, by Seller for sales in mitigation of damages with respect to the Renewable Energy that Buyer was required to accept and purchase under this PPA, but failed to purchase; *provided, however* that in the event of termination of this PPA by Seller due to an uncured Event of Default of Buyer pursuant to the terms and conditions of this PPA, the Replacement Sales Amount will be equal to the net present value (using a discount rate equal to six percent (6%)) of such costs described above applicable to the remaining Term of this PPA (subject to the applicable Damage Cap).

"ROFO Election Notice" has the meaning set forth in Section 4.5.

"ROFO Notice" has the meaning set forth in Section 4.5.

"ROFO Review Period" has the meaning set forth in Section 4.5.

"S&P" means S&P Global Ratings, a division of S&P Global Inc., or its successor in interest.

"SCADA" means supervisory control and data acquisition.

"Scheduled Termination Date" means the end of day December 31 following the 25th anniversary of the Commercial Operation Date; *provided* that, if Buyer's final Wind Turbine selection indicates that the expected asset life of the Facility will be less than 25 years, Seller shall notify Buyer thereof and the Scheduled Termination Date shall be the date set forth in such notice.

"Secured Party" means Buyer with respect to the Seller Security Fund and Seller with respect to the Buyer Security.

"Security Fund" means the Seller Security Fund or the Buyer Security, as applicable.

"Seller" shall have the meaning set forth in the first paragraph of this PPA.

[redacted]

"Seller Security Fund" means the letter of credit, escrow fund, guaranty and/or other collateral that Seller is required to establish and maintain, pursuant to Section 10.1, as security for Seller's performance under this PPA.

"Settlement Interval" means the period of time utilized by MISO as the basis for settlement calculations, as may be changed from time to time by MISO.

"Site" means the parcel of real property on which the Facility will be located, including any easements, rights of way, surface use agreements and other interests or rights in real estate necessary for the construction, operation and maintenance of the Facility. The Site is more specifically described in Exhibit B (as such Exhibit B will be replaced pursuant to Section 3.1).

[redacted]

[redacted]

"Tax Investor" means an individual or entity that acquires an ownership interest in Seller or any parent Affiliate of Seller for the primary purpose of obtaining the benefits associated with the PTC, accelerated depreciation, or other tax benefits associated with the Facility.

"Term" means the period of time during which this PPA shall remain in full force and effect in accordance with Section 2.1.

"Test Energy" means that energy which is produced by the Facility, delivered to Buyer at the Point of Delivery, and purchased by Buyer, pursuant to Section 4.3, in order to perform all testing of the Facility.

"Test Energy Rate" [redacted].

"Transmission Authority" means collectively those entities owning and/or operating the interconnected transmission system applicable to Seller and the Facility pursuant to a Transmission Tariff, including all entity(s) responsible under the Interconnection Agreement for providing the transmission lines, any Interconnection Facilities and other equipment and facilities with which the Facility interconnects at the Interconnection Point and transmission system.

"Transmission Authority's System" means the contiguously interconnected electric transmission and sub-transmission facilities, over which the Transmission Authority has rights (by ownership or contract) to provide bulk transmission of capacity and energy from the Interconnection Point.

"Transmission Tariff" means the applicable Open Access Transmission Tariff of the Transmission Authority, as amended from time to time.

"Wind Turbine" means the devices and other equipment necessary for the Facility to collect the kinetic energy of blowing wind at the Site and convert it into electricity or thermal energy. The potential manufacturer(s) and model(s) of the Wind Turbines is identified on Exhibit B.

EXHIBIT B

FACILITY DESCRIPTION AND SITE MAPS

North Hills Wind Project, LLC (North Hills), is an approximately 180-megawatt (MW) wind project located in Howard County, Iowa. North Hills is interconnected to the Dairyland Power Cooperative's 161kV Rice to Beaver Creek line and comprised of two queue positions, J898 (100 MW) and J1769 (80 MW).

Site infrastructure and Characteristics:

- [redacted] wind turbines [redacted]
- One (1) meteorological tower
- Fiber optic communication system
- 177,841 ft. of proposed collection trench and bore
- 55452.2 ft. of proposed access roads
- The Facility procured 10 acres of land of which 5.3 acres was conveyed to DPC for the Interconnection Point (POI) substation. The Facility substation will be located adjacent to the POI. Up to 500 ft of 345 kV overhead gen-tie (general transmission line) from the substation to the POI
- Existing 5-acre operations and maintenance (O&M) facility

FIGURE 1. PROJECT LOCATION

North Hills is a 180 MW project in Howard County, Iowa (43.46595, -92.40495). The Facility is located near the Minnesota-Iowa border two hours south of the city of Minneapolis/Saint Paul Minnesota. The Facility is sited on 16,000 acres of primarily farm land.

EXHIBIT C

NOTICES AND CONTACT INFORMATION

Buyer	**Seller**
Notices: Rochester Public Utilities 4000 East River Road NE Rochester, MN 55906 Attention: General Manager Phone: 507-280-1500 Tim McCollough <TMcCollough@rpu.org> with a copy to: City of Rochester 201 4th Street SE Room 247 Rochester, Mn 55904 Attention: City Attorney Michael Spindler-Krage <mskrage@rochestermn.gov> Phone: 507-328-2100 Fax: 507-328-2727	**Notices:** North Hills Wind Project, LLC c/o ENGIE North America Inc. 1360 Post Oak Blvd. Ste. 400 Houston, Texas 77056 Attention: Head of Renewables with a copy to: North Hills Wind Project, LLC c/o ENGIE North America Inc. 1360 Post Oak Blvd. Ste. 400 Houston, Texas 77056 Attention: General Counsel, Renewables Email: engiena-legal@engie.com And with a copy to: Attention: Asset Management Director Email: renewablesam@engie.com
Operating Committee Representative: To be designated in writing by Buyer at or prior to the Commercial Operation Date	**Operating Committee Representative** To be designated in writing by Seller at or prior to the Commercial Operation Date.
Real-Time Contact Information To be designated in writing by Buyer at or prior to the Commercial Operation Date.	**Real-Time Contact Information** To be designated in writing by Seller at or prior to the Commercial Operation Date. **Site Manager** To be designated in writing by Seller at or prior to the Commercial Operation Date.

EXHIBIT D

INSURANCE

Coverage Type	Minimum Coverage Limits
Commercial General Liability (including products/completed operations, advertising, and personal injury liability)	$2,000,000 per occurrence $2,000,000 general aggregate
Umbrella/Excess Liability	$5,000,000 per occurrence $5,000,000 general aggregate
Business Automobile Liability	$1,000,000 per occurrence (injury and property damage combined)
Workers' Compensation	Statutory Requirements in all jurisdictions where Seller has employees.
Employer's Liability	$1,000,000
Crime Insurance	$500,000 per loss
Professional Liability or Errors and Omissions	$1,000,000 per claim

Seller's umbrella/excess liability insurance with a limit of $5,000,000 per occurrence and annual aggregate shall extend limits in excess of primary employers' liability, general liability and automobile liability coverages required above. In the event that any primary underlying aggregate has been eroded or exhausted due to the payment of claims, it shall be a provision of this policy to "drop down" and provide liability coverage excess of any reduced underlying limits of insurance or, provide first dollar coverage in the event of exhaustion of underlying limits. Total liability limits may be achieved through any combination of primary and umbrella/excess coverage.

Buyer, its Affiliates, officials, directors, and employees shall be collectively named Additional Insureds for Commercial General Liability and Umbrella / Excess Liability coverages, and included within the definition of an Insured for the Automobile Liability coverage. A cross-liability, severability of interests clause or equivalent shall apply to each policy providing Additional Insured status, and such policies shall be primary and not require contribution from any insurance which may be maintained by Buyer. All insurance policies required herein shall contain a Waiver of Subrogation or similarly prevent recovery actions against Buyer, its Affiliates, directors, officers and employees.

EXHIBIT E

DATA POINTS REQUIRED UNDER SECTION 9.1(C)

FACILITY DATA REQUIREMENTS

WIND PROJECT DATA REQUIREMENTS SPECIFICATION

[To be appended as provided in Section 9.1(C).]

EXHIBIT F

DISPATCH AND OPERATING PROTOCOLS

[To be appended as provided in Section 9.4.]

EXHIBIT G

MECHANICAL AVAILABILITY

Section 1. Definitions.

Capitalized terms used in this Exhibit G and not defined herein shall have the meaning assigned in Exhibit A.

"Actual Availability Percentage" means, with respect to any given Availability Period, a percentage calculated as the result of (i) the sum of all Available Hours for all Wind Turbines that were part of the Facility, divided by (ii) the sum of all Period Hours in such Availability Period for all Wind Turbines that were part of the Facility.

"Aggregate Availability Damages Cap" has the meaning set forth in Section 3(c) of this Exhibit.

"Annual Availability Damages Cap" has the meaning set forth in Section 3(c) of this Exhibit.

"Annual Report" has the meaning set forth in Section 4 of this Exhibit.

"Availability Damages" has the meaning set forth in Section 2(b) of this Exhibit.

"Availability Period" means each two consecutive Contract Years during the Term.

"Available Hours" means the portion of Period Hours, with respect to any given Wind Turbine, in which such Wind Turbine was electrically connected to the Interconnection Facilities, and available to provide energy. Available Hours are counted by a Wind Turbine's inverters (through the inverters' programmable logic controller). Available Hours shall include all Excused Hours. Available Hours will also include the time during which a Wind Turbine is deliberately de-energized to optimize output from the Facility and the time required to return Wind Turbines to service after termination of any Seller Excuse Hours event.

"Contract Year" means any consecutive twelve (12) month period during the Delivery Term, commencing January 1 and ending December 31.

"Excused Hours" means during an Availability Period all (a) Seller Excuse Hours, and (b) other hours during which Buyer is unable for any reason (other than due to a breach by Seller of its obligations under this PPA) to accept delivery of any Renewable Energy that the Facility is otherwise capable of producing.

"Expected Facility Output" means 641,342 MWhs per Contract Year.

"Guaranteed Mechanical Availability Percentage" has the meaning set forth in Section 2(a) of this Exhibit.

"Period Hours" means the sum total of hours for any given Availability Period.

"Seller Excuse Hours" means those hours during which Seller is unable to schedule or deliver Renewable Energy to Buyer as a result of (a) Compensable Curtailment; (b) Non-Compensable Curtailment; (c) Force Majeure; (d) curtailment mandated by the Transmission Authority; (e) curtailment due to safety and/or scheduled maintenance to the extent scheduled and completed in accordance with Section 9.2(A); (f) Seller Curtailment during a Negative Settlement Interval prior to April 1, 2030; (g) Buyer's failure to perform or any other action or inaction of Buyer that is inconsistent with its obligations under this PPA and prevents Seller's performance; and (h) new laws, regulations or recommendations promulgated by a Governmental Authority after the Commercial Operation Date with regard to wildlife protection that reduce the number of hours that the Facility is permitted to produce energy.

Section 2. Availability Guarantee.

[redacted]

Section 3. Damages Cap.

(a) The payment of Availability Damages shall be Buyer's sole and exclusive remedy for Seller's failure to achieve the Guaranteed Mechanical Availability Percentage.

(b) Buyer may terminate the PPA if the Actual Availability Percentage is less than 70% for two consecutive Contract Years.

[redacted]

Section 4. Annual Report. At the beginning of the second Availability Period and at the beginning of each Availability Period thereafter, no later than the 30th Business Day of such Availability Period, Seller shall deliver to Buyer a calculation showing Seller's computation of the Actual Availability Percentage of the Facility for the previous Availability Period and the Availability Damages, if any, due to Buyer (the "Annual Report"). Such Annual Report shall also include the total amount of Availability Damages paid to Buyer and shall provide notice that the

[redacted]

Aggregate Availability Damages Cap has been reached, if applicable. If Availability Damages are due from Seller, Seller shall pay such damages no later than the 10th Business Day after providing the Annual Report; *provided*, if the Availability Damages are a negative number, the Availability Damages will be deemed to be zero dollars.

Section 5. Disputes. Disputes as to any calculations under this Exhibit G shall be addressed as provided in Article 12 of the PPA.

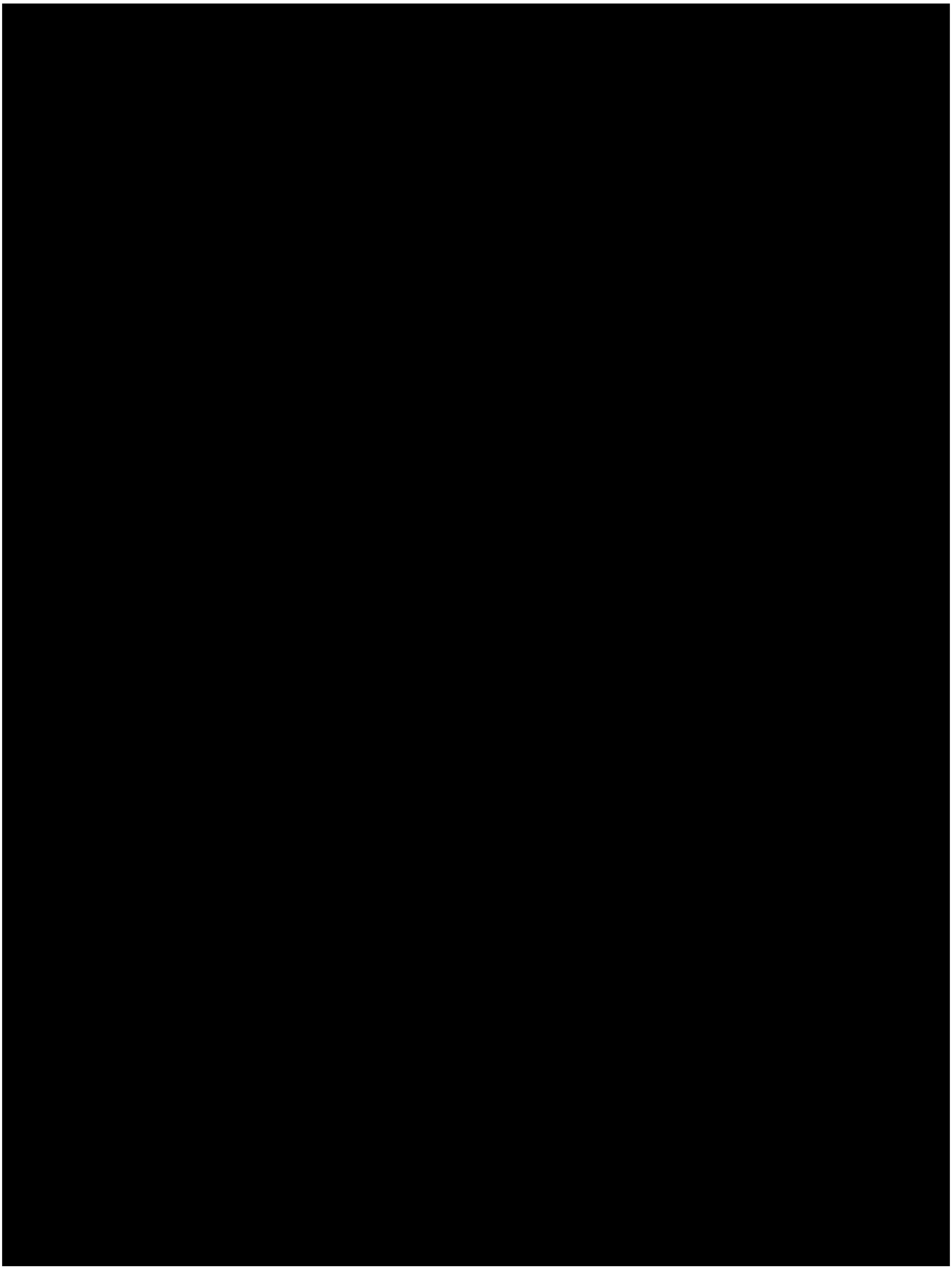


EXHIBIT H

FORM OF LETTER OF CREDIT

[LC document is being marked up separately. To be incorporated here when final.]

RESOLUTION

Receiving Wind Energy Purchase Agreement Public Utility Report and Authorizing Execution of two Agreements.

WHEREAS, pursuant to the report presented to the council on September 8, 2025, agreements have been negotiated with Restore Renewable, LLC for the purchase of renewable energy from the wind projects located in Dodge Center, MN and with North Hills, LLC in Howard County, IA.

WHEREAS, the report provides information regarding how the proposed agreement helps achieve the City's long term renewable energy goals in the most cost-effective manner.

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

The council authorizes the City to enter into the agreements with Restore Renewables, LLC for the full electric output of the Dodge Center wind project and with North Hills, LLC for the full electric output of the North Hills wind project.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF

ROCHESTER, MINNESOTA, THIS 6th DAY OF October, 2025.

_____

PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____

CITY CLERK

APPROVED THIS _____ DAY OF _____, 2025.

_____

MAYOR OF SAID CITY

(Seal of the City of

Rochester, Minnesota)

ROCHESTER
PUBLIC UTILITIES
WE PLEDGE, WE DELIVER™

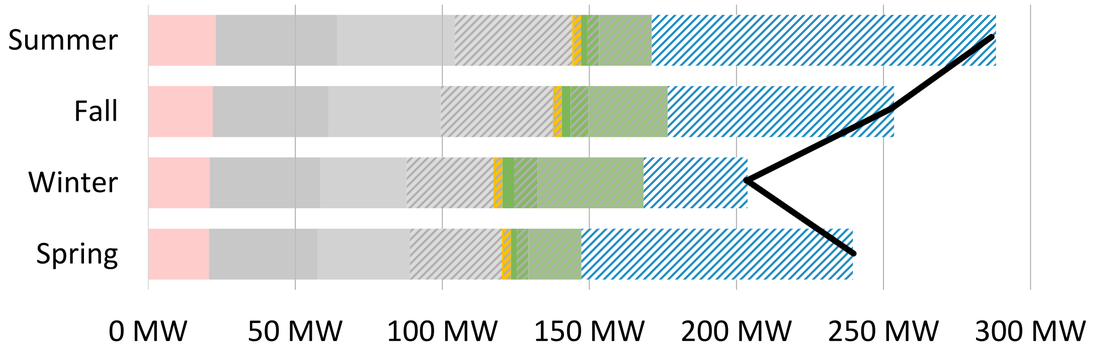
Renewable Energy Power Purchase Agreements
Dodge Center
North Hills

City Council
October 6, 2025

Power Supply Resource Plan | Reliable Capacity. Renewable Energy.

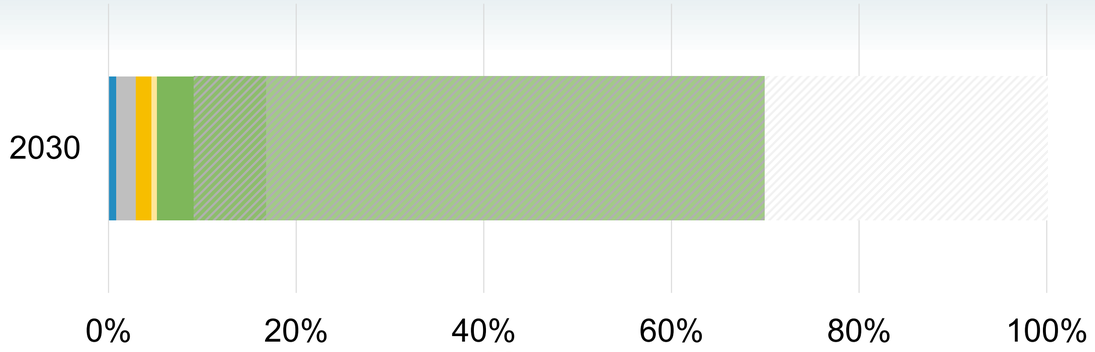
Reliable Capacity

- Dispatchable Generation
- Battery Storage
- Demand Response



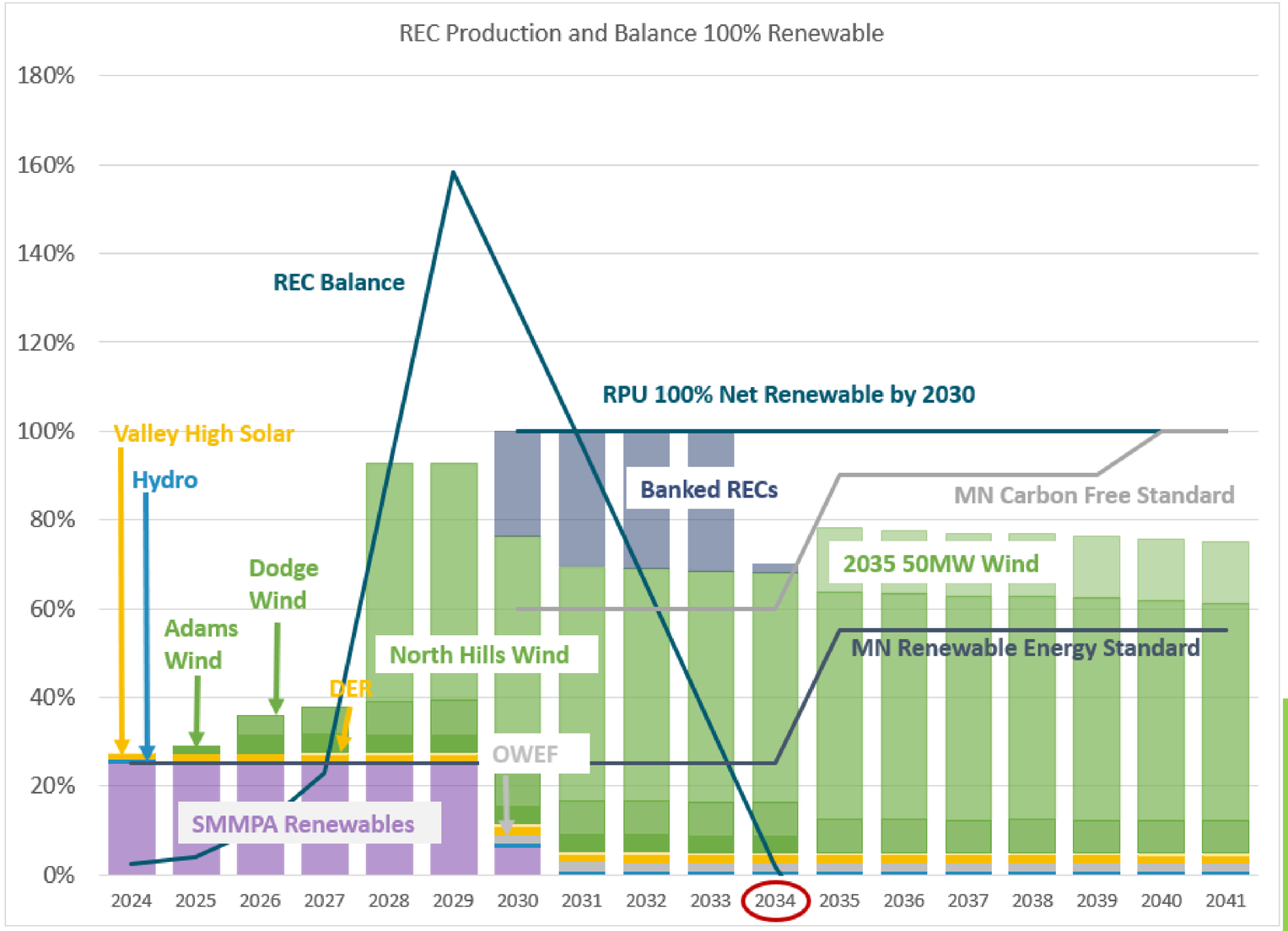
Renewable Energy

- Wind
- Solar
- Hydro



Continued Conservation

Wind Only | 100% Net Renewable Energy by 2030 (thru 2034)



Current Goal Portfolio Options

Existing Resources
- Lake Zumbro Hydro
- Valley High Solar
- Olmsted Waste to Energy
- Distributed Energy Resources

Projects/PPA Under Consideration
- Wind 1 (smaller scale)
- Wind 2 (smaller scale)
- Wind 3
- ~~Solar 50 MW~~
- Future Distributed Energy Resources

Future Project
- Wind 50 MW

2030 Average Net Cost at Project Node
- Min / Ave / Max = $2 / $19 / $30 million per year

2030 Total Net Cost at Project Node
- Min / Ave / Max = $2 / $20 / $31 per MWh

Top Wind Project Candidates | Restore Renewables (Wind 1 & 2)

- **22 MW Adams Wind Project**
  - Currently off contract
  - ~54,000 MWh annually
  - Existing interconnection
  - Owner will repower
  - Repowering results in modeled cost for wind

- **40 MW Dodge Center Wind Project**
  - Currently contracted
  - ~83,000 MWh annually
  - 56% available May 2026
  - 76% available Sep 2027
  - 100% available Feb 2028

Risk mitigation

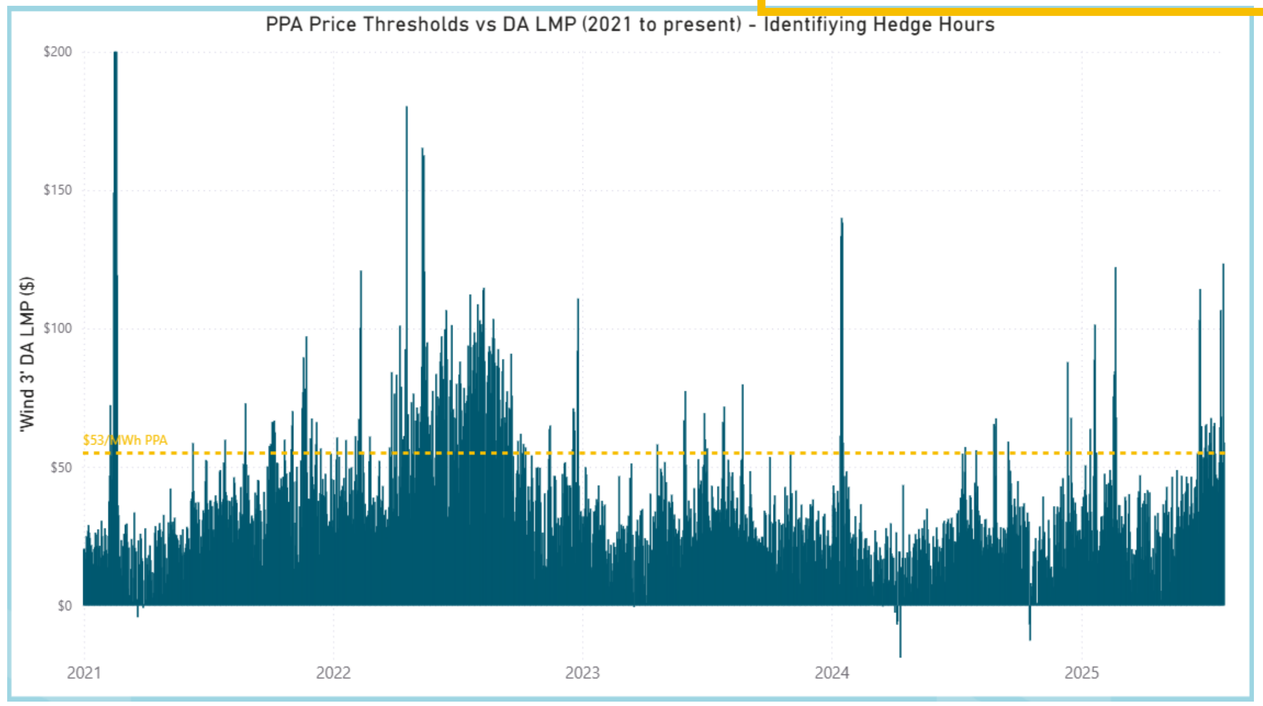
- Secures wind supply that is currently generating and not overly reliant on federal tax policy
- Is very close to RPU pricing node
- Provides near-term RECs
- Provides some diversification of supply

Top Wind Project Candidates | North Hills Wind (Wind 3)

- **180 MW Wind Project**
  - Northeastern Iowa
  - 25 Year Power Purchase Agreement Contract
  - 710,000 MWh annually
  - More than 50% of RPU Load
  - Is in proximity to RPU Load Zone
- **Pricing dependent on production tax credits extended by the Inflation Reduction Act**
- **Expected Start Date: Early 2027**
  - RPU can contract and bank certificates until they are needed for compliance

Wind 1, Wind 2, Wind 3 - Hedge Summary

Year	Wind 1 Avoided Cost	Proj. Cost at Node	# of Hedged Hours	Wind 2 Avoided Cost	Proj. Cost at Node	# of Hedged Hours	Wind 3 Avoided Cost	Proj. Cost at Node	# of Hedged Hours
2021	$1,145,787	($553,935)	283	$666,641	$994,783	202	$4,323,647	$11,091,311	160
2022	$1,612,561	($1,278,661)	356	$943,457	$75,710	309	$7,271,024	$586,052	288
2023	$166,363	$1,110,553	247	$96,553	$2,068,304	182	$943,501	$17,364,798	133
2024	$314,485	$993,671	233	$207,630	$2,127,255	172	$1,253,808	$19,872,431	110
2025	$432,668	$20,505	185	$242,761	$1,296,775	161	$1,887,243	$12,022,570	129



- Across the portfolio, hedge value is **present but uneven**, with Wind 1 and Wind 2 showing more balanced avoided costs relative to expected project costs.
- Wind 3 provides **substantial avoided cost**, but effective nodal price and PPA Price reduce net hedge efficiency, signaling a **risk-potential profile**.
- Forecasted hedged hours range from ~110 to 356 annually, signaling **modest coverage** relative to market exposure.

Wind Projects | Next Steps

- **Adams Wind**
  - Finalizing communications
  - Transferring node from existing market participant to RPU
  - Plan upgrade
- **Dodge Center Wind**
  - Project will phase in between May 2026 and Feb 2028
  - Nominate RPU as Market Participant for project before May 2026
- **North Hills Wind**
  - Project will be safe-harbored with site construction beginning before end of year

These three projects establish a solid foundation for achieving 100% net renewable power supply, supplying over 60% of RPU's annual energy needs

Questions

F.6

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Developer Parking Agreement Policy

MEETING DATE:
October 6, 2025

ORIGINATING DEPT:
Transit & Parking Services

AGENDA SECTION:
Consent Agenda

PRESENTER:
Noloan Schild

Action Requested:

Approving the Developer Parking Agreement Policy.

Report Narrative:

The City's public parking system is a critical piece of downtown infrastructure, consisting of approximately 1,400 street metered spaces, 900 surface lot spaces, and 3,500 ramp spaces. The primary goal of the parking system is to be safe, available, affordable, and a positive experience for all users, while remaining fiscally responsible and self-sustaining, operating without support from the tax levy.

Public parking is both a valuable and finite City owned asset. It plays a central role in supporting downtown activity and can be a catalyst for new development. However, because this asset is limited, the City must be intentional in how public parking is allocated and managed to ensure alignment with Council strategies and broader community goals.

In the past, developer parking agreements have been negotiated on a case-by-case basis. While this allowed flexibility and helped move important projects forward, it also resulted in inconsistent terms, varied subsidy levels, and limited transparency for developers, lenders, and the public. Lenders often require projects to demonstrate reliable access to parking before financing, and the City has stepped in to provide certainty by granting access to public parking. This practice, while effective in spurring development, has committed long-term public resources without a consistent evaluation framework to ensure the parking is utilized for best value, and most lack the flexibility to adjust over time.

At the same time, the City is making significant investments in Link Rapid Transit, a bus rapid transit system designed to provide high-quality, frequent, and reliable service to and through downtown. This investment reflects the City's broader mode shift goals, encouraging walking, biking, public transit, and shared mobility to reduce long-term dependence on private vehicles and parking. As these mobility options expand, parking demand will evolve, requiring a more deliberate approach to how the City manages and allocates its parking assets.

As downtown grows, the City must balance support for housing and economic development with the ongoing need for reliable short term and transient parking. Access to convenient visitor parking is essential for sustaining a vibrant downtown business ecosystem, ensuring residents, patients, employees, and visitors alike can shop, dine, work, and stay with ease.

To meet these challenges, the City needs a clear, transparent, and consistent parking policy. Such a policy will guide decision making, provide predictability for developers and lenders, protect the long-term

viability of the parking system, and ensure that public parking continues to serve both development needs and the broader community.

A Developer Parking Agreement Policy is therefore needed to guide decision-making, ensure predictability, and protect the long-term viability of the parking system. The policy will:

- Provide transparency, guidance, and consistency to City teammates, developer community, and other stakeholders regarding development-related parking agreements.
- Provide consistent language in the agreements regarding: duration, number of parking spaces, parking space locations, and other terms.
- Provide consistent parameters around a potential parking subsidy.
- Help ensure the Parking Mission can be achieved.
- Ensure that developments that meet other City strategies, objectives, goals, and specifications are aware that they can be eligible for parking agreements.
- Allow flexibility to encourage mobility mode shift.
- Help to ensure the parking system is available to everyone by maintaining a balance between contracted spaces and transient spaces.

The Policy applies only to development related agreements and new or renewed existing agreements. It does not impact general monthly contracts or daily parking rates.

Changes have been made to the policy based on feedback from the Council at the August 11, 2025 regular meeting in order to clarify items raised by Council Members and verbiage changes were made to make the document read more like a policy. Those specific changes were documented separately for ease of identification in the PDF attached to this agenda item.

The team heard from the Council a desire to decrease the level of subsidy provided through parking agreements and therefore, the team is recommending a new fee that is only applicable to Developer Parking Agreements. The proposed fee is $266.00 per space, per month, moving the fee closer to an unsubsidized fee. The fee amount includes the following per-space considerations:

- Initial capital cost to construct a parking space.
- Annual average operating expenses (actual city expenses over three years).
    - Includes: all operating expenses, depreciation and debt service.
- Annual average capital expenses.

This fee has been added to the City’s annual Fee Schedule for City Council adoption, as that is on the agenda as a public hearing this evening. If this item isn't approved, then the Fee Schedule will need to be amended before adoption. The Fee Schedule, including this fee, is then re-evaluated periodically. It should be noted that, based on the totality of the policy, the City Council still retains the authority to authorize waivers pending a final development agreement if that were ever deemed necessary. Additionally, based on this policy, each future parking agreement will require City Council review and approval. If the policy as a whole, or the fee portion isn't approved, or is delayed, the fee schedule could be amended to include this or another fee at a later date.

Developer parking agreements can, and should be, differentiated from other monthly contracts based on a few key items as follows:

1. Developer Parking Agreements are an offering of City parking spaces as a subsidy to developers that helps the developers successfully obtain financing for developments that may not otherwise be financially feasible.
2. Developer Parking Agreements are typically a long-term obligation of City parking spaces to a specific development and those parking spaces are no longer available for other parking options for other parkers.

3. Other parking agreements are created as a means for businesses or property owners to ease the burden of finding parking for their employees or residents by establishing a main parking account and then managing the number of parkers and who receives parking privileges under this account.
4. The monthly contract parking is a month-to-month agreement only and is not long-term.

The team held discussions with several local developers, as well as the Rochester Chamber of Commerce and heard the following:

- Subsidies and Feasibility: Developers stressed that they believe parking subsidies remain important for project financing and feasibility.
- Flexibility: Stakeholders want adaptable agreements that can right size parking over time, with flexibility as investments like Link Rapid Transit and the North Broadway Park and Ride shift travel behaviors.
- Timing and Market Conditions**:** Some questioned whether now is the right time to adopt a formal policy given on-going construction, higher interest rates, and broader market challenges.
- Support or Opposition: Developers understood the need to manage the parking asset and did not explicitly support or oppose the policy in general.

As parking spaces are a finite resource in high demand, and with more requests continuing to come forward, the team believes that now is the right time to establish a policy that creates transparency, guidance, and consistency for all stakeholders affected. The team believes the policy also includes the flexibility requested, while protecting transient and visitor parking needed to support downtown businesses.

Priorities & Foundational Principles:

Fiscal Responsibility & Sustainability

Policy Considerations & DEI Impact:

The policy will:

- Provide transparency, guidance, and consistency for City teammates, developers and other stakeholders.
- Leverage existing criteria used by Community Development for determining if new developments meet other City strategies, objectives, goals and specifications.
- Help ensure the parking system is available to all wanting to park by maintaining a balance between contracted and transient parking spaces.

Prior Legislative Actions & Community Engagement:

June 9, 2025: Study Session - The Council received a brief presentation on the draft policy and they were able to ask the team questions and provided feedback on the draft policy.
August 11, 2025: Council Meeting - As part of Reports and Recommendations, the Council received a copy of the draft policy and a brief presentation on the policy and the Parking team received feedback from Council in order to finalize the policy for approval.

Fiscal & Resource Impact:

The fiscal and resource impact will be determined by the policy, eligible developments, the parking system's capacity, the number of spaces dedicated to such parking agreements, etc. However, the policy does require that the developer will pay the City for any and all spaces related to the agreement and that fee is to be based on the fee adopted by the Council.

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

Prepared By:
Noloan Schild

Attachments:
Policy - Developer Parking Agreement Policy

Exhibit - Developer Parking Policy Specific Revisions

Developer Parking Agreement Policy

City Council Adopted: Month dd, yyyy

Renewal Date: Month dd, yyyy

DRAFT

1. **Purpose of the Policy**

This policy also aims to address parking requests from a developer through a formal review and agreement process. The policy sets clear guidelines and procedures for implementing development-related parking agreements in the downtown zoning district. Such agreements are occasionally necessary to comply with parking requirements imposed by lenders for development projects. Each request must support the City's parking system objectives and will be evaluated for project purpose, feasibility, and impact on parking supply and demand. The primary objective of this policy is to foster a development that aligns with the City's goals, advances the City's interests, and would not proceed without the support of a parking agreement.

Definitions

a. City – The term "City" means the City of Rochester.

b. Owner – The term "Owner" means the owner of the property whether that be the developer, operator, or assignee or designee of such party.

c. Lender – The term "Lender" means any financial institution providing loan funds and terms to any "Owner".

d. Parking System – The term "Parking System" means City-Owned public parking assets, including parking ramps and parking lots, which may change over time.

e. Parking Operator – The term "Parking Operator" means the third party actively under contract with the City to perform operations of the Parking System or the City if there is not a third party under contract.

f. Downtown Zoning District – Mixed Use Downtown (MX-D) zoning districts within the Destination Medical Center District. See map included for more details.

g.

h. Development – The term "Development" includes but is not limited to new construction, new development, redevelopment, adaptive reuse, or any other type of development related activity, for which Owner or Lender is seeking a parking agreement with the City in the downtown zoning district.

i. Affordable Housing – Housing where an occupant is paying no more than 30% of gross income for housing costs, including utilities.

j. Workforce Housing – Housing intended for families or individuals where an occupant earns 60%-120% of Area Median Income (AMI).

k. Travel Demand Management Plan – A plan created that allows flexibility for development uses that have widely varying parking and loading demand characteristics that make it difficult to specify a single off-street parking or loading standard.

DRAFT

2. General Terms and Conditions

a. The initial term of any executed parking agreement shall be no longer than 7 years.

    i. After the initial term of the agreement, the developer will have an option to extend the parking lease agreement for one (1) additional three (3)-year term, as long as they are compliant with the current agreement and all terms of this policy. Developer shall notify the City, in writing, of its intent to extend this Agreement at least ninety (90) days prior to the expiration of the then-current Term.

    ii. At the time of renewal the City reserves the right to adjust the number of spaces within the agreement. This will be based on analyzing parking data and parking availability within the parking system.

b. The maximum number of parking spaces that will be made available to any one developer will be based on the available capacity within the parking system and such that the parking system does not commit more than 50%-60% of parking spaces to long-term parking agreements.

c. Parking spaces will not be signed as “reserved”. All parking agreement-related spaces will be available based on availability within the parking system as determined by the City and are first come, first served.

d. The City will be remunerated for each and all of the parking spaces made available by any agreement.

e. The developer must submit a Travel Demand Management Plan to the City for review and consideration.

3. Considerations for Parking Agreements

The City will evaluate parking agreements based on the parking agreement’s contribution to one or more of the following development objectives as well as public benefit objectives described later in the policy. The City shall make its decisions based on the extent to which the Owner’s development(s) and the requested parking agreement align with the intent of this policy and any additional factors deemed relevant by the City Council.

a. Economic Development: Enhancing local economic growth and job creation.
    i. Job Creation: The number of new, permanent jobs generated by the development, with particular emphasis on positions in hospitality, retail, entertainment, and service industries that support residents and visitors.

ii. Business Revitalization: Increase in commercial activities within the downtown district, measured by the growth in service-oriented businesses such as conveniences stores, cafes, restaurants, and entertainment, contributing to a vibrant, accessible downtown experience.
iii. Retail and Service Amenities on the first/ground floor: The inclusion of essential services (e.g., grocery stores, pharmacies, daycares) improving the convenience for downtown residents and visitors.

b. Housing and Redevelopment: Improving housing availability.
   i. Affordable Housing Stock: The proportion of affordable housing included in the downtown development, with specific targets for affordable units based on median income for the area (e.g., 20% of residential units reserved for 60% AMI or under)
   ii. Convenience and Neighborhood Services: The inclusion of convenience-oriented services (e.g., grocery stores, pharmacies, daycares) within the development.
   iii. Incentivizing For-Sale Condominiums: This policy aims to increase homeownership opportunities, build community wealth, and create more stable downtown neighborhoods. Consideration for greater incentives correlating to higher percentages of affordable condo units. (at least 25% affordable for-sale condominium units).

c. Equity and Inclusivity: Promoting fairness and access for all community members.
   i. Affordable and Workforce Housing: The number of affordable units offered at various income levels, targeting low- and moderate-income residents.
   ii. Transit Accessibility: Proximity to public transit corridors, with developments ideally located within a 5-minute walking distance to transit locations. This should reduce development parking ratios.
   iii. Inclusive Design: Development features that ensure accessibility, including the number of units or commercial spaces built to meet universally design standards and ADA compliance. Priority given to mixed-income and mixed-use developments that cater to a diverse population.

d. Sustainability: Supporting environmental stewardship and green initiatives.
   i. Energy Efficiency and Green Building Standards: Percentage of development that meets or exceeds energy-efficient certifications and incorporates energy-saving technologies such as solar panels, energy-efficient HVAC systems, and green roofs.
   ii. Alternative Transportation Infrastructure: The ratio of parking spaces dedicated to car-sharing, electric vehicle (EV) charging stations, and bicycle storage compared to traditional parking spaces.
   iii. Sustainable Urban Features: The proportion of the development that incorporates green spaces, stormwater management

systems, and permeable surfaces to reduce the environment footprint. (e.g., 20% of the development's outdoor space dedicated to green or recreational areas).

e. Economic Resilience: Strengthening the City's ability to adapt to economic fluctuations.
    i. Diversified Development Uses: The percentage of the development that includes a mix of uses (e.g., retail, office, residential, entertainment, service) to avoid overdependence on a single industry and to promote street level vitality.
    ii. Adaptive Reuse of Historic or Existing Structures: The percentage of the development that repurposes existing downtown buildings for new uses, particularly historic preservation or the reuse of structures that maintain architectural character, fostering a balance between modern and historic elements in the district.

4. Additional Considerations

a. Number of Parking Spaces: A parking agreement for any number of parking spaces will be guided by the development site's ability to provide parking options, a mutually agreed to Travel Demand Management Plan, and the parking system's available capacity.

   The number of parking spaces being utilized by each agreement shall be analyzed once every three years to determine if the number of parking spaces within the agreement remain necessary. If the current number of parking spaces designated per the agreement are no longer needed based on utilization data, the developer or the City may request a decrease in the number of parking spaces required under the agreement with 60 days' written notice.

b. Development site's ability to provide parking options: If the site selected for development is capable of providing parking for the development itself (i.e. a full redevelopment of the site), lower priority will be given to these projects for potential parking agreements. If the site selected for development is incapable of providing parking for the development itself (i.e. adaptive reuse), additional consideration will be given to these projects for potential parking agreements.
    i. Preference will be given to development projects that provide off-street parking for at least 50% of the total parking required within the site itself.

c. Parking System available capacity: The City, in collaboration with its third-party Parking Operator, shall determine the Parking System's available capacity. In doing so, the City and its third-party Parking Operator shall consider total spaces available in the parking system, monthly contract

spaces being occupied, other parking agreements in place, and the percentage of transient parking the City deems necessary to meet its mission to ensure parking is available for residents, visitors, patients, businesses, and employees.

The City will not commit more than 50%-60% of parking spaces within the parking system to long-term parking agreements. The City reserves the right to commit a percentage of long-term parking spaces above or below the established range if necessary, based on current parking system use data.

d. Provided that there is space for the number of spaces per the parking agreement, the City, at its sole discretion, will determine the distribution of parking spaces between parking facilities within the Parking System. The City, may, upon thirty (30) days' prior written notice to the Owner, reassign parking spaces in a different facility. Access to parking facilities will be by parking access card, hang tags, or license plate information, and will be restricted to the assigned parking facility. Parkers will have in-and-out privileges.

5. Fee and Fee Adjustments:

For developer parking agreements under this policy, developers will pay the fee adopted by City Council as part of the annual Fee Schedule. Parking agreements will be adjusted annually if a new fee is adopted by City Council. If City Council does not adopt a rate or fee change, the Owner will not see a change in their fees to be paid to the City.

Parking fee changes are required over time to reflect the increasing costs of operating and maintaining the Parking System.

6. Public Benefit Objectives

Private developments are considered if they achieve multiple benefits to the community including, but not limited to:

a. Development or redevelopment consistent with the City's Comprehensive Plan, Small Area Plans, Sustainability Initiatives, and other plans or guidelines that achieve the goals and objectives of the City.

b. Redevelopment of developed areas through the removal of blight and blighting conditions (defined by MN Statute).

c. Leveraging existing locations or buildings for adaptive reuse opportunities.

d. Providing a balanced and sustainable housing stock and to promote neighborhood stabilization and revitalization.

e. Promoting housing types and needs identified in the most recent housing study.

f. Preference will be given in the following order:
    i. 50% and under AMI
    ii. 80% and under AMI
    iii. Market rate

g. Promoting convention style hotel options for local events as indicated in the most recent hotel study (Headquarter Hotel Market and Financial Feasibility Study).

h. Contributing to the City's transportation goals with a range of mobility options.

i. Public realm improvements that enhance community placemaking through green space, landscaping, public amenities, and public art.

j. Preservation of buildings that are historically or culturally significant to the community.

k. Remediation of environmental contamination and site clean-up

7. Evaluation Criteria for Development Parking Agreements

a. The decision to execute a parking agreement will be significantly influenced by how well the private development aligns with the City's specific goals for redevelopment, the Downtown Master Plan, economic development, and housing.

b. There are eleven (11) Public Benefit Objectives listed in the prior section of this policy. Owner applications will be evaluated based on those criteria and must meet a minimum of three (3) of the criteria to be considered for a development parking agreement.

8. Application of Policy

This policy will applied prospectively to any new developer requests for parking agreements based on the date of City Council adoption. This policy will not be applied retrospectively to any existing agreements that are already in place as of the date of adoption of the policy by City Council. Already existing agreements will be allowed to expire per the terms listed in the agreement. If a renewal or renegotiation of an existing development related contract is requested, it will be subject to the terms of this policy at that time.

The Policy applies only to development related agreements and new or renewed existing agreements. It does not impact general monthly contracts.

9. Standard Development Process

a. Predevelopment Meeting (project feasibility) - Community Development
b. Neighborhood Information Meeting – Community Development
c. Development Assistance Request – City Administration

d. Parking Assistance Request – Transit and Parking
e. Site Development Plan – Community Development
f. Final Agreement is subject to City Council Approval/Denial (for any city incentive or subsidy like parking or financial assistance)

10. Related Links

a. Development Application Process
https://www.rochestermn.gov/departments/community-development/planning-zoning

b. Tax Increment Financing Policy
https://www.rochestermn.gov/home/showpublisheddocument/31103/637545120560070000

DRAFT

Developer Parking Policy

Revisions to create a more formal policy: The information below is being provided to track the changes from the draft policy City Council received as part of the Reports and Recommendations agenda item on this topic at the 8/11/2025 Regular Council Meeting.

1. Page 1

   From: Each request for assistance will be evaluated by the City on a case-by-case basis to analyze the purpose and viability of a proposed project and the supply and demand related to the City's parking system. Depending on the project and analysis required, the timeframe from application to execution of a formal parking agreement may take up to three (3) months.

   To: Leave blank

2. Page 2, **Purpose of the Policy**

   From: This policy aims to set clear guidelines and procedures for implementing development-related parking agreements in the downtown zoning district. Such agreements are occasionally necessary to comply with parking requirements imposed by lenders for development projects. The primary objective of this policy is to foster a development that aligns with the City's goals, advances the City's interests, and would not proceed without the support of a parking agreement.

   To: This policy also aims to address parking requests from a developer through a formal review and agreement process. The policy sets clear guidelines and procedures for implementing development-related parking agreements in the downtown zoning district. Such agreements are occasionally necessary to comply with parking requirements imposed by lenders for development projects. Each request must support the City's parking system objectives and will be evaluated for project purpose, feasibility, and impact on parking supply and demand. The primary objective of this policy is to foster a development that aligns with the City's goals, advances the City's interests, and would not proceed without the support of a parking agreement.

3. Page 2, **Added** a definition for Travel Demand Management Plan.

4. Page 3, **General Terms and Conditions** item b.

   From: The maximum number of parking spaces that will be made available to any one developer will be based on the available capacity within the parking system.

   To: The maximum number of parking spaces that will be made available to any one developer will be based on the available capacity within the parking system and such that the parking system does not commit more than 50%-60% of parking spaces to long-term parking agreements.

5. Page 4, **Additional Considerations**

   Added: The number of parking spaces being utilized by each agreement shall be analyzed once every three years to determine if the number of parking spaces within the agreement remain necessary. If the current number of parking spaces designated per the agreement are no longer needed based on utilization data, the developer or the City may request a decrease in the number of parking spaces required under the agreement with 60 days' written notice.

6. Page 6, **Fee and Fee Adjustments**

   Added: Parking fee changes are required over time to reflect the increasing costs of operating and maintaining the Parking System.

7. Page 7, **Added** section 8. Application of Policy as follows:

   This policy will applied prospectively to any new developer requests for parking agreements based on the date of City Council adoption. This policy will not be applied retrospectively to any existing agreements that are already in place as of the date of adoption of the policy by City Council. Already existing agreements will be allowed to expire per the terms listed in the agreement. If a renewal or renegotiation of an existing development related contract is requested, it will be subject to the terms of this policy at that time.

   The Policy applies only to development related agreements and new or renewed existing agreements. It does not impact general monthly contracts.

F.7

REQUEST FOR ACTION

Memorandum of Understanding between the City of Rochester and the Bring Back the Clock Board

MEETING DATE:
October 6, 2025

ORIGINATING DEPT:
City Administration

AGENDA SECTION:
Consent Agenda

PRESENTER:
Cindy Steinhauser

Action Requested:

Authorizing repeal of the 2021 Memorandum of Understanding and approval of a new Memorandum of Understanding between the City of Rochester and the Bring Back the Clock Board for the historic clock tower project.

Report Narrative:

This Agreement provides for the City of Rochester (City) to assume completion of the historic clock tower project from the Bring Back the Clock Board (Board). When it was first built, the clock tower was one of Rochester's most recognizable landmarks and served the community by alerting city firefighters to emergencies. Its construction was entirely community funded. When the fire station was demolished in 1930, the clock and bell were spared and eventually erected in multiple locations across downtown Rochester, most recently at the Mayo Civic Center. It was removed in 2015 to make way for a significant expansion of the convention center and remains in storage.

In 2015, in response to a matching grant challenge by Alan Calavano, a group of local residents established the Bring Back the Clock Board to restore the Clock Tower and erect it near its original location in downtown Rochester at the northwest corner of South Broadway and 6th Street SW adjacent to the Fire Station. In October 2020, the City Council a contract between the City and the Rochester Fire Department Relief Association to build a tower to house our historic clock and bell at Fire Station. In April 2021, the City Council approved a change of the contract to

a contract between the City and a new 501C3 organization named "Bring Back the Clock Tower" for the purpose of building the Clock and Bell Tower.

Since then, the Board has led community fundraising and early implementation efforts related to the project. However, in late 2024, the city became aware of a conflict between the location and future roadway improvements and reached out to the Board to discuss options. Following these discussions, it was agreed that a revised permanent location across the street near Hazama park would provide an improved setting to experience the historic clock, but could also become the final location. To ensure long-term stewardship and successful completion, both parties agree that the City will assume leadership of the project moving forward through an agreement.

Attached is the proposed Agreement that all parties have reviewed. In summary, this Agreement outlines the transfer of project ownership, the City's commitment to accept and use previously raised

funds (approximately $185,000), and the continued involvement of the Board in an advisory role. The City agrees that the funds will be kept in a separate city fund to be used exclusively for the design, bidding, installation, and/or maintenance of the approved project by the city. The city, working with the board in an advisory capacity, will finalize the project design scope and cost estimate and will pursue other opportunities for additional funding, such as grants or State funding, needed to complete the project.

Following the City Council's approval of this Agreement, the next steps would be to work with the Board to finalize the project design in the new, permanent location, obtain cost estimates for the project, develop an updated project budget, and remove the existing concrete columns.

Priorities & Foundational Principles:

Quality Services
Transformational Capital Projects

Policy Considerations & DEI Impact:

This recommendation supports the Strategic Priority of Quality Services which includes Cultural and Recreational opportunities that provide access and equity specifically around improving quality of life and creating a unique sense of place.

Prior Legislative Actions & Community Engagement:

September 16, 2024: Council Study Session – Clock Tower Update presented by the Bring Back the Clock Board.

April 5, 2021: City Council Meeting - Approval of a change of contract between the City and the Rochester Fire Department Relief Association to a contract between the City and a new 501C3 organization named "Bring Back the Clock Tower" for the purpose of building the Clock and Bell Tower.

October 19, 2020: City Council Meeting – Approval of a contract between the City and the Rochester Fire Department Relief Association to build a tower to house our historic clock and bell at Fire Station 1.

Jul 17, 2017: City Council Study Session - Rochester Fire Departmental review including update on the Bring Back the Clock project.

July 6, 2015: City Council Meeting - Approval of a resolution of support of a public/private partnership to bring back the clock.

Jun 29, 2015: City Council Study Session – Rochester Fire Department introduction and potential request to participate in the Bring Back the Clock project.

Fiscal & Resource Impact:

The Agreement provides for the Board to transfer all remaining funds raised for the project (less any

expenses for the dissolution of the nonprofit Board) to the City of Rochester. The City agrees that the fund will be kept in separate city fund to be used exclusively for the design, bidding, installation and/or maintenance of the approved project by the city. The city, working with the board in an advisory capacity, will pursue other opportunities for additional funding, such as grants or State funding, needed to complete the project.

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:

Cindy Steinhauser

Attachments:

Agreement - Clock Tower Donation

Agreement - Clock Tower MOU 2021

Donation Agreement and Memorandum of Understanding (Agreement)
Between the City of Rochester and the Bring Back the Clock Tower Board
Effective Date: June 16, 2025

I. Purpose

The purpose of this Donation Agreement and Memorandum of Understanding (Agreement) is to establish a mutual understanding between the City of Rochester (the "City") and the Bring Back the Clock Tower Board (the "Board") regarding the City's assumption of responsibility for the completion of the historic clock tower project. This Agreement outlines the transfer of project ownership, the City's commitment to accept and use previously raised funds, and the continued involvement of the Board in an advisory role.

II. Background

The Board has led community fundraising and early implementation efforts related to the historic clock tower restoration and installation project. To ensure long-term stewardship and successful completion, both parties agree that the City will assume leadership of the project moving forward. This transition will enable the project to proceed with clarity, accountability, and sustainable oversight.

III. Roles and Commitments

City of Rochester Commitments:

- The City agrees to take over ownership and management of the clock tower project.
- The City will accept the donation of all funds raised to date by the Board and will use those funds solely for the purpose of advancing the clock tower project, including towards the purchase of specifically sized granite pavers or product of similar quality already paid for by donors based upon final approved design.
- The City commits to preserving the historic mechanical components of the original clock as part of the final installation.
- The City commits to never converting the mechanical components of the original clock to a computerized system as that would negate the historical significance of the clock.
- The City agrees to incorporate donor recognition plaques and signage as previously committed by the Board in proximity to the tower, including the separate standing structure dedicated to Alan Calavano with a bronze plaque etched with his picture and contribution to the clock tower project as previously designed.
- The City will lead the relocation of the project to the area shown on the attached Exhibit A and remove the existing columns currently installed at the original site.

Bring Back the Clock Tower Board Commitments:

- The Board agrees to transfer all funds raised for the project to the City of Rochester, with the understanding that funds raised from the sale of pavers will be kept in separate city fund to be used exclusively for the design, bidding, installation and/or maintenance of the approved project by the city. The Board agrees to transfer all funds raised for the project to the City of Rochester as noted supra, less attorney fees to dissolve the nonprofit Bring Back the Clock Tower **if** such fees are charged.
- The Board acknowledges that the current project location and existing project components are located in right of way needed for future city improvements.
- The phases, providing input to help ensure alignment with the community's original vision and commitments.
- The Board shall agree to assist as needed to support city efforts to seek additional funding for the project.

IV. Shared Vision

Both parties share the goal of honoring the history and community engagement that inspired the project. Relocating the clock tower installation to Hazama Park presents an opportunity to create a public landmark that preserves the clock's historic value while integrating community-supported enhancements, including donor recognition and interpretive elements.

V. Binding Nature

This Agreement is a binding statement of mutual understanding and intent. It reflects the good faith of both parties to collaborate toward successful project completion but also recognizes that principals may change over the years as the project advances. The City recognizes that the Board has a fiduciary duty under the law which must be upheld. Formal agreements related to fund transfer or construction activities will be developed as needed to implement this MOU.

IN WITNESS WHEREOF, the undersigned representatives of the City of Rochester and the Clock Tower Board have executed this Agreement as of the date first written above.

X. Signatures

Bring Back the Clock Tower Committee
Name: Eric Kerska
Title: Board President
Signature: _____

The City of Rochester
Name: Kim Norton
Title: Mayor
Signature: _____

MEMORANDUM OF UNDERSTANDING

THIS MEMERANDUM OF UNDERSTANDING (MOU), made this _____ day of _____, 2021 between the **CITY OF ROCHESTER**, a Minnesota municipal corporations, ("CITY"), and **BRING BACK THE CLOCK TOWER**, a Minnesota non-profit corporation ("FOUNDATION").

WITNESSETH, THAT WHEREAS

1. This City is the owner of real property commonly referred to as Fire Station 1, located at 521 South Broadway, Rochester, MN 55904, hereinafter referred to as the "Property".

2. Foundation has requested permission to, at its own expense; construct a structure to place an antique clock.

3. The purpose of this Project is to bring back Rochester's historic Seth Thomas Clock to the firehouse tower at Station 1, located at 6th Street and South Broadway in the City of Rochester.

4. The Foundation wishes to place the clock and bell back near its original home at 6th Street and South Broadway to serve as a historic focal point for the Rochester community.

NOW, THEREFORE, it is Parties intentions that:

1. Work Designation. Foundation shall provide its own employees and contractors and is liable for all work done by said employees and contractors acting on behalf of the Foundation. It is expressly understood and agreed City is not responsible for any employee or contractor designated by Foundation.

   Foundation, or its contractors, 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 structure described above.

2. Permits. Foundation, and its contractors, are responsible for obtaining all necessary permits.

3. Ownership; Maintenance. Upon completion of the Project, Foundation will donate the structure to the City. Maintenance of the structure and components will remain with the Foundation.

4. Non-acceptance; Foundations' Obligation. Foundation, within 14 days after receiving notice from the City 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, or

shall provide a written schedule identifying the work to be done and the time in which it will be performed.

5. Safety. Foundation 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.

IN WITNESS WHEREOF, the respective parties hereto have caused this MOU to be duly executed on the day and year hereinabove set forth.

CITY OF ROCHESTER, a Minnesota municipal corporation

By_____
ITS MAYOR

ATTEST:_____
ITS CLERK

BRING BACK THE CLOCK TOWER, a Minnesota non-profit corporation

By_____
ITS_____

By_____
ITS_____

This document prepared by:
Rochester City Attorney's office
201 4th Street SE, Room 247
Rochester, MN 55901
507-328-2100

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Bid Advertisement - 2026 Water Reclamation Plant Chemical Supply

MEETING DATE:
October 6, 2025

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Aaron Luckstein

Action Requested:
Adopting a Resolution authorizing the City Clerk to advertise for bids for a one-year supply of Anhydrous Ferric Chloride as indicated in the specifications for the Water Reclamation Plant.

Report Narrative:
The Water Reclamation Plant has contracted Anhydrous Ferric Chloride since the 1980's to chemically remove phosphorus from wastewater to comply with the 1 milligram per liter and 25,035 kilogram per year total phosphorus discharge limit as required by the National Pollutant Discharge Elimination System (NPDES) permit.

In accordance with the City's procurement requirements, this request is to authorize the City Clerk to advertise for bids to provide Anhydrous Ferric Chloride for the 2026 calendar year. Use of the bidding process helps ensure competitive pricing. The low bid in calendar 2025 was $455,000.00. The estimated total tons of Anhydrous Ferric Chloride requested is approximately the same as the 2025 usage volumes. It is difficult to predict the estimated low bid due to chemical pricing fluctuations.

Advertising for bids would be open from October 11, 2025, until 11:00 a.m. on November 5, 2025. Water Reclamation Plant staff will then review and select the low bid, ensuring it complies with the posted specifications. A request for approval of the recommended bid would then be brought to the Council on November 17, 2025.

Priorities & Foundational Principles:
Fiscal Responsibility & Sustainability
Quality Services

Policy Considerations & DEI Impact:
No new policy considerations are being requested. This aligns with the City's procurement requirements.

Prior Legislative Actions & Community Engagement:
No community engagement will be done, as chemicals are required to meet phosphorus limits, a practice that has existed since the 1980s. The Council has approved this process annually, going back to the 1980s.

Fiscal & Resource Impact:
The bidding process will determine the financial impact. The Water Reclamation Plant annually budgets

for this chemical cost, which will be payable from chemical budget 83310 of the sewer enterprise fund.

Alternative Action(s):

No alternative actions are suggested. Use of ferric chloride is required to meet permit limits.

Prepared By:

Aaron Luckstein

Attachments:

Specifications - Anydrous Ferric Chloride for 2026

Notice of Bids - Anhydrous Ferric Chloride for 2026

Resolution - Anhydrous Ferric Chloride Bid for 2026

CITY OF ROCHESTER
WATER RECLAMATION PLANT

SPECIFICATIONS FOR
ANHYDROUS FERRIC CHLORIDE

1. MATERIAL SPECIFICATIONS

The materials to be furnished will be an aqueous solution of ferric chloride. The solution shall be manufactured from high purity raw materials and shall not be the byproduct of another manufacturing process. The solution concentration shall be between 35% and 45% anhydrous ferric chloride. The concentrations between loads shall not vary by more than 5% as ferric chloride. The average concentration range may be changed during the contract period with prior approval of the City, provided all other criteria as stated herein are met.

The solution of ferric chloride delivered shall have no more than one percent (1.0%) of the total iron in the ferrous state and shall contain no more than a maximum of three percent (3.0%) free hydrochloric or other acids. The solution of ferric chloride delivered shall contain no more than one thousand milligrams per liter (1000 mg/L) concentration of total suspended solids as determined by Standard Methods for the Examination of Water and Wastewater. There shall be no suspended particles or debris greater than eight hundred (800) microns in size.

The cadmium concentration of the ferric chloride solution to be supplied shall not exceed a ten (10) milligram per liter concentration as determined by an Environmental Protection Agency approved method. No constituent shall be allowed in the Supplier's ferric chloride solution that, in the opinion of the City, interferes with any other treatment process.

A complete analysis of the proposed chemical shall be included with the Bid Form and shall be included as a minimum the following:

Suspended Solids Concentration
Ferrous Ion Concentration
Hydrochloric Acid Concentration
Concentration of Other Acids
Cadmium Concentration

All tests shall be done in accordance with Standard Methods for the Examination of Water and Wastewater unless specified otherwise and the exact procedures used shall be listed with each parameter analyzed.

The City reserves the right to reject any materials, which in its judgment is unsatisfactory to use; such material shall be removed by and at the expense of the contractor. The City shall be reimbursed for any costs incurred from unloading or using unsatisfactory material, crystallized material, faulty fittings and piping, leaks in the container, or from any other cause that is attributable to the shipper, or to materials or facilities for which the shipper is responsible.

2. PURCHASE ORDERS AND DELIVERY

The City will order in quantities of approximately 4000 gallons. The Water Reclamation Plant has an 11,000-gallon tank for ferric chloride. The supplier must furnish fittings to unload the tank truck at the plant. The supplier shall make delivery within two days after receipt of the order to the Water Reclamation Plant, 301 NW 37th Street, Rochester, Minnesota. A bill of lading shall be submitted at the time of delivery showing the Specific Gravity, concentration of Ferric Chloride, and the certified of the weight of the product delivered. The supplier shall provide a toll free telephone number for the placement of orders.

3. PRICES AND PAYMENTS

The bid price shall be per ton, as ferric chloride and the price shall include delivery to the Water Reclamation Plant. Payments shall be made within 30 days after receipt of the product and invoice. The total bid price for the estimated quantity of ferric chloride shall be used for the bid security and performance bond amounts. The price bid shall be net of any super-fund tax imposed. No bonus or penalty clauses are provided. No surcharge will be allowed for delivery on Saturday, Sunday or legal holiday. Any demurrage required in the event that the transporter is detained beyond the scheduled delivery date through the fault of the City shall be specified in the proposal.

4. SUBMITTALS

A material safety data sheet must be provided identifying the type of product, indication of hazardous components, physical characteristics, fire and explosion hazards data, health hazards, reactivity information, accidental spill or leak precautions, special protection measures, other special precautions for venting or protective equipment necessary and the source of all information submitted.

A representative sample of the chemical to be delivered shall be taken by the supplier as each order is loaded or unloaded. The sample volume shall be approximately one liter and shall be placed in a covered plastic container, which is marked with the supplier's name, the chemical name and the date of delivery. The sample shall be left by the shipper at a location at the Water Reclamation Plant designated by the City. It is understood and agreed that the City may take samples for analysis purposes from any shipment, to determine the quality of the material and the concentration of ferric chloride, and that the City reserves the right to reject any and all material being delivered which is not of the quality called for in these specification, and that it may make revisions in the billing for any differences in the percentage of ferric chloride as found by such analysis as compared to either sample or the invoicing. Delivered scale weight less unloaded weight shall be the basis of payment for ferric chloride converted to dry weight tons. The contractor shall provide at the time of delivery the concentration and specific gravity and a bill of lading showing the certified weight of the material delivered.

5. SPILLS

The contractor shall take extreme care to prevent even minor drips and spills. The contractor shall be responsible for cleaning ferric chloride staining from the concrete and walls of buildings caused by drips and spills. In the event of a spill, which will release the chemical to the environment, the contractor shall immediately notify the Water Reclamation Plant operator and the Minnesota Pollution Control Agency.

6. SECURITY

   All bids shall be made on proposal forms prepared by the City and shall be accompanied by a bid security in the form of a cashier's check, certified check or bid bond payable to the City of Rochester for at least five-percent of the amount of the bid based on the tons of dry ferric chloride indicated. The Common Council reserves the right to reject any and all bids and to waive informalities. No registered or corporate checks or other surety will be accepted other than that noted above. The undersigned also agrees to furnish a performance bond satisfactory to the City in full amount of the bid, upon issuance of the contract.

7. INSURANCE

   During the term of the contract the contractor shall maintain general liability, property damage insurance, and fleet insurance including property damage with minimum limits of no less than $1,500,000; also workers compensation insurance based on Minnesota statutory limits.

8. TAX

   The City of Rochester is exempt from the State Sales Tax on most tangible property including chemicals for the Water Reclamation Plant effective January 1, 2014.

The contract shall run for one (1) year effective January 1st 2026.

CITY OF ROCHESTER, MINNESOTA
FORM OF PROPOSAL
FERRIC CHLORIDE

To: The Honorable Mayor and Common Council
City of Rochester, Minnesota

Ladies and Gentlemen:

The undersigned hereby proposes and offers to furnish the following item or items at the unit prices indicated, in accordance with the specifications on file at the office of the City Clerk:

One year's supply of anhydrous ferric chloride @ _____ per ton as dry ferric chloride, $FeCl_3$.

Total price based on the estimated 340 tons (approximately 160,000 gallons)

$_____

Chemical Manufacturer's Name and Address:

_____

_____

_____

State any demurrage required on above commodity if the City is responsible for delay in scheduled time:

_____

Accompanying this proposal is a certified check, cashier's check or bidder's bond payable to the City of Rochester in the amount of $_____, totaling five-percent (5%) of the amount of the bid based on tons of dry ferric chloride indicated. The undersigned also agrees to furnish a performance bond satisfactory to the City in full amount of the bid, upon issuance of the contract. In submitting this bid, it is understood that the right is reserved by the Common Council of the City of Rochester to reject any or all bids and to waive informalities.

I certify that this bid is not subject to or involved in any understanding or agreement with any other person, firm, or corporation making a bid for the same item, and is in all respects fair and without collusion or fraud.

Date _____

Firm Name _____

Address _____

By _____ Signature

By _____ Printed Name

Title _____
(Authorized Agent)

September 2025

CITY OF ROCHESTER
NOTICE OF BIDS

Notice is hereby given that bids will be received at the office of the City Clerk until 11:00 a.m., Nov 5th, 2025 for the furnishing of: One year supply of ANHYDROUS FERRIC CHLORIDE in accordance with specifications on file in the City Clerk's office. Copies of specifications can be obtained from the Purchasing Officer.

All bids shall be made on proposal forms prepared by the City and shall be accompanied by a bid security in the form of a cashier's check, certified check or bid bond payable to the City of Rochester for at least five-percent of the total bid. The Common Council reserves the right to reject any and all bids. No registered or corporate checks or other surety will be accepted other than that noted above.

Immediately following expiration of the time for receiving bids, the City Clerk and two designated City Officials will publicly open said bids in the City Hall. The Common Council will consider the bids in the Council/Board Chambers at the Government Center at 6:00 p.m., November 17, 2025.

All proposals must be addressed to the City Clerk, City of Rochester, 201 4th Street SE, Room 135, Rochester, MN 55904-3742, and shall have endorsed thereon "Ferric Bids - WRP".

Dated at Rochester, Minnesota this 11 day of October 2025.

Ann Kasel, City Clerk

RESOLUTION

Authorizing the Advertisement for Bids for a One-Year Supply of Anhydrous Ferric Chloride.

BE IT RESOLVED that the Common Council of the City of Rochester hereby authorizes an advertisement for sealed proposals for a one year supply of Anhydrous Ferric Choloride in accordance with the specifications on file in the City Clerk's Office. Such proposals, which must be on a form of proposal prepared by the City will be received by the City Clerk until: 11:00 a.m., November 5, 2025, at which time they will be publicly opened in the City Hall by the City Clerk or their assigned, and two designated City Officials. The proposals will then be tabulated and presented for consideration by the Common Council at 6:00 p.m., November 17, 2025.

BE IT RUTHER RESOLVED that the plans, specifications and proposal forms for the aforementioned bid are hereby approved.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF

ROCHESTER, MINNESOTA, THIS _____ DAY OF _____, 2025.

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF _____, 2024.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

F.9

REQUEST FOR ACTION

City-Owner Contract: Public Utilities to Serve Skyline Flats - Project No. J5643

MEETING DATE:
October 6, 2025

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:

1. Authorizing a City-Owner contract 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, project and grading plan approvals, and Contractor's submission of the appropriate bond and insurance documentation, and;
2. Approving a professional technical services contract with Short Elliott Hendrickson, Incorporated, for $33,900, for work related to Project No. J5643, "Public Utilities to Serve Skyline Flats," subject to City execution of the City-Owner contract.

Report Narrative:

Public Works brings forward a City-Owner and professional technical services contract for consideration by the Council for Project No. J5643, "Public Utilities to Serve Skyline Flats". A City-Owner contract is recommended with Cityview Flats, LLC (as Owner), Benson-Orth Associates, Inc., dba Benson-Orth General Contractors (as Contractor), and Civil Site Group, Inc. (as Design Engineer). The use of a City-Owner contract will accommodate Owner's timeline for development while ensuring that the quality of public infrastructure meets City Standards, and it is the preferred contract to utilize for this project.

A professional technical services contract is recommended with Short Elliott Hendrickson, Incorporated (as Consulting Engineer), for $33,900, and paid by Owner. It is required by the City-Owner contract that Owner provides professional technical services for the project, as defined in the City Specifications and Standards.

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 to serve private development is constructed to City Standards.

Prior Legislative Actions & Community Engagement:

There are no prior legislative actions related to this contract.

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:

Mark Baker

Attachments:

City-Owner Contract - Public Utilities to Serve Skyline Flats - Project No. J5643

Plan Coversheet with Location Map - Skyline Flats - Project No. J5643

Professional Technical Services Contract - Skyline Flats - Project No. J5643

CITY-OWNER CONTRACT

THIS AGREEMENT ("Contract"), made this ____ day of _____, 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 **Benson-Orth Associates, Inc.**, a Minnesota corporation **dba Benson-Orth General Contractors** (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 **November 11, 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:

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

[Signature Pages Follow]

IN WITNESS WHEREOF, the City and Parties have caused this Contract to be duly executed.

City of Rochester,
a Minnesota municipal corporation

By: _____ Date: _____, 2025
Kim Norton, Mayor

Attest: _____ Date: _____, 2025
Ann Kasel, City Clerk
Olmsted County, Minnesota, ex officio notary public
My term is indeterminate
See Minn. Stat. § 358.15(a)(2)

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 _____, 2025, 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 _____, 2025, 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:

Benson-Orth Associates, Inc.,
a Minnesota corporation,
dba Benson-Orth General Contractors

By _____

Its _____

STATE OF MINNESOTA)
)SS
COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this_____day of _____, 2025, by_____, the _____, of **Benson-Orth Associates, Inc.**, a Minnesota corporation, dba Benson-Orth General Contractors, 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 _____, 2025, 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_____ 2025, 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 _____, 2025, 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

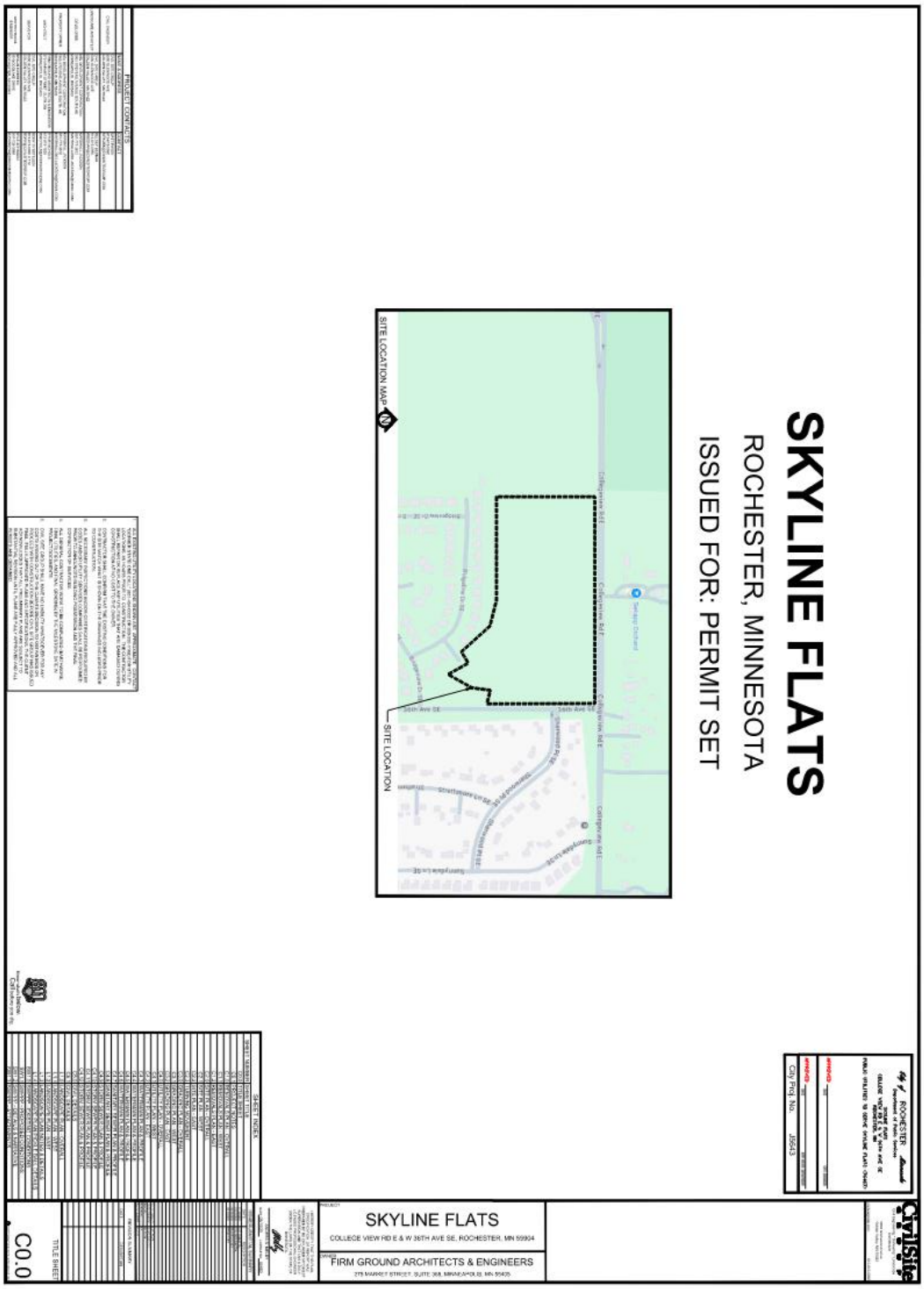


EXHIBIT B
Blank Example of Observation & Oversight Engineer's Certification of Acceptance

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.

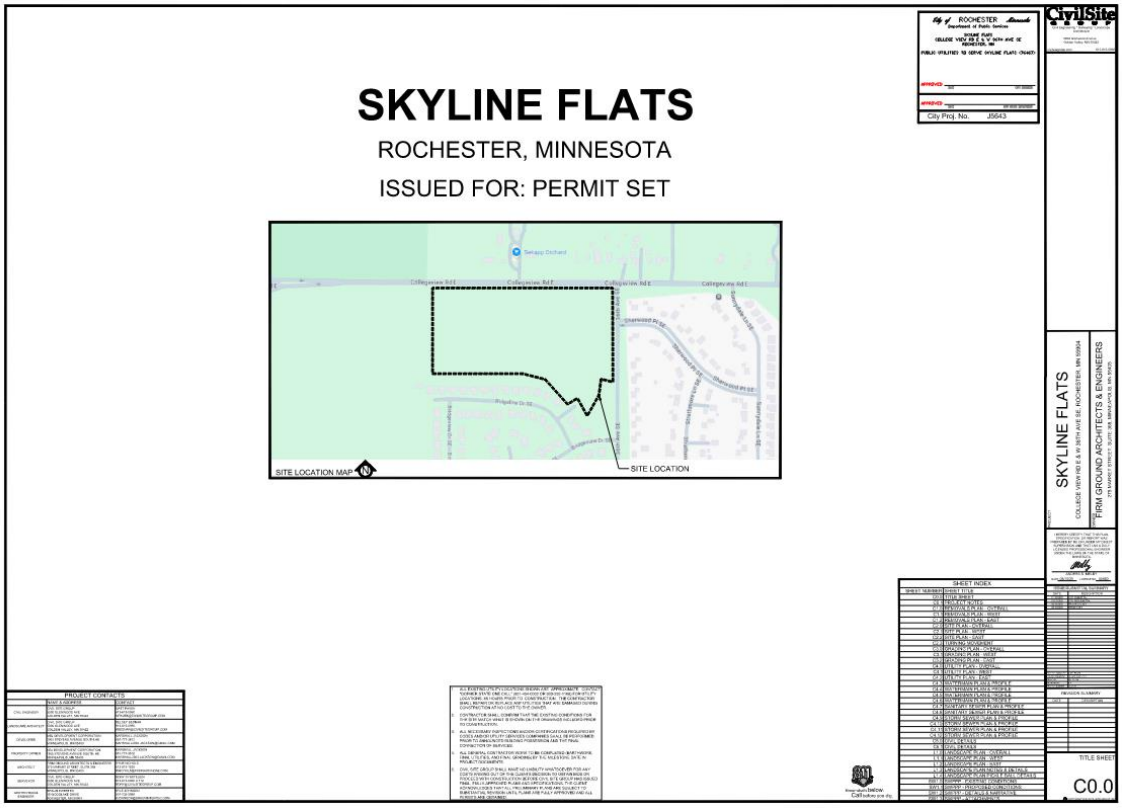
Signature: _____ Date: _____
Assistant City Engineer

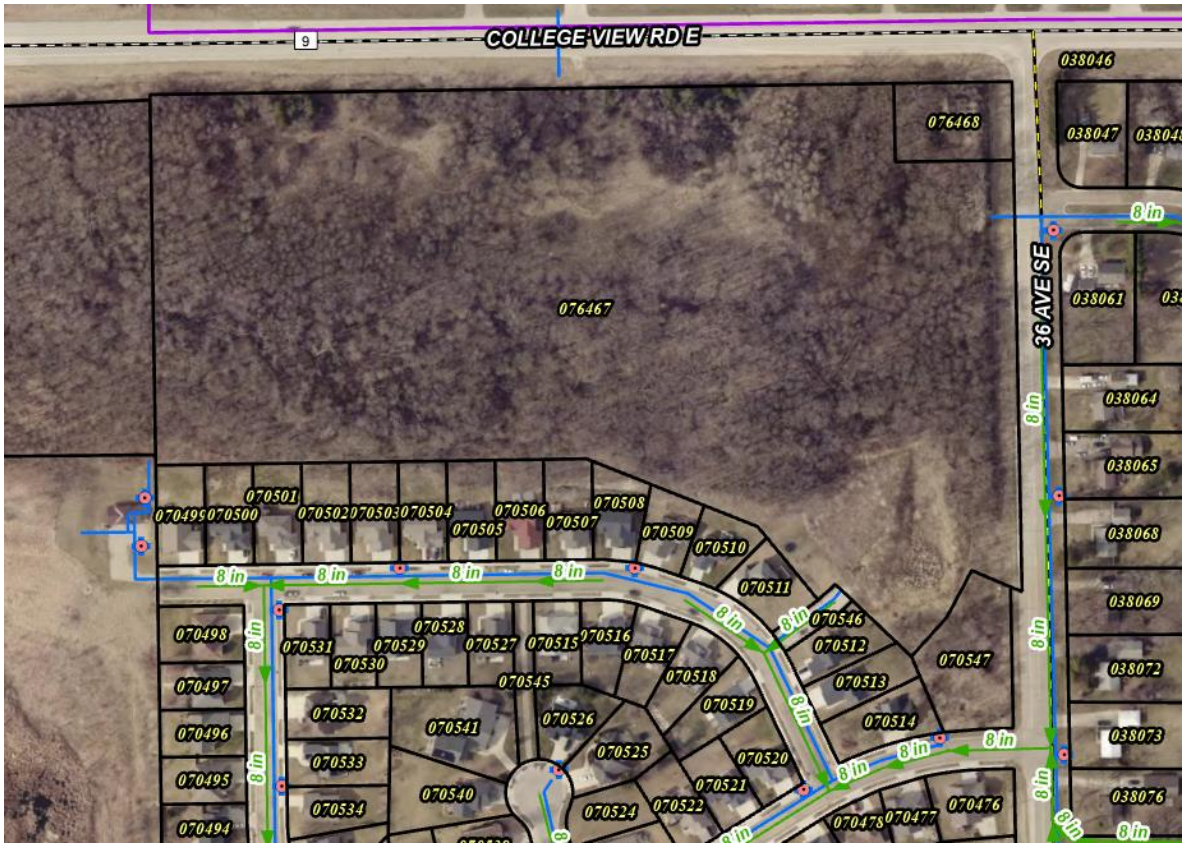
Signature: _____ Date: _____
City Engineer

Copies to: City Clerk (Original)
Contractor
City Engineer, Developer / Owner, City Street Superintendent
Consulting Engineer, FHA – If requested by Owner

Ver. 02.25.2020

Plan Coversheet and Location Map for Skyline Flats C-O J5643





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: October 6 2025 Expiration Date: December 31, 2026

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

(Signature Page Follows)

ENGINEER

By: Scott Samuelson 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: _____

Kim Norton, Mayor

Attest: _____ Date: _____

~~Kelly K. Geistler, City Clerk~~

Ann Kasel, City Clerk

Approved as to Form & Execution:

_____ Date: _____

Michael Spindler-Krage, City Attorney

4001 West River Parkway NW, STE 100, Rochester, MN 55901-7090 Phone: 507-328-2400 Fax: 507-328-2401 www.rochestermn.gov

ACKNOWLEDGEMENT OF CORPORATION

AUTHORIZATION SIGNATURE

STATE OF Minnesota

COUNTY OF Olmsted

On this 25th day of September, 2025, before me appeared Scott Samuelson (Name of Officer), to me personally known, who being by me duly sworn, did say that he/she is the Principal of Scott Elliott Hendrickson Inc. (Name of Corporation) 3428 Lakeridge Place NW, Suite 100 (Address) Rochester, MN (City & State), 55901 (Zip Code), a corporation; and that said instrument was executed on behalf of said corporation by authority of its Board of Directors; and that said Scott Samuelson (Name of Officer) acknowledged execution 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:	October 6, 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.

Building a Better World for All of Us®

September 25, 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 October 6, 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**

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.

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)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

5 Address (number, street, and apt. or suite no.). See instructions.
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

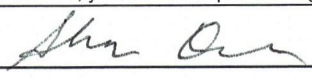
4	1	-	1	2	5	1	2	0	8

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**  **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

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Amend Contract with SEH for Right of Way and Land Acquisitions Engineering Services for Link Bus Rapid Transit (BRT) - Project No. J8707

MEETING DATE:
October 6, 2025

ORIGINATING DEPT:
City Administration

AGENDA SECTION:
Consent Agenda

PRESENTER:
Josh DeFrang

Action Requested:

Adopting a Resolution amending a contract to Short Elliot Hendrickson, LLC, in the amount of $467,170 to $566,170 for Right of Way and Land Acquisition Engineering Services related to the Link Bus Rapid Transit (BRT) - Project No. J8707.

Report Narrative:

The Rochester Link Rapid Transit Project is a proposed 2.9-mile bus rapid transit (BRT) route along 2nd St SW. Service will connect downtown Rochester, the Mayo Civic Center, Mayo Clinic campuses, and the Rochester-Olmsted Government Center. LINK will be the first BRT route in Minnesota outside the Twin Cities. The project is the first in a series of planned investments in a rapid transit network that will provide fast, frequent service across the City of Rochester, supporting City and Destination Medical Center (DMC) district transportation, economic development, and livability goals.

The Link BRT Project is currently in the design phase, with project teammates advancing the guideway and station design. Further, an environmental analysis will soon be underway, and will help:

- Illustrate why Rochester needs Link BRT.
- Highlight potential social and environmental benefits.
- Identify potential impacts to the natural and built environments.
- Develop mitigation strategies for those impacts.

Once the project design has cleared Environmental and Historical Review, the City will begin negotiations with property owners.

On February 7, 2022, the Council discussed future support, directing the design team to advance evaluation and design of project enhancements to return to the City Council with updated: Project Definition, Project Budget, Funding Strategy, and Timeline. The project budget is based upon advancement in scope and design, the new total project cost is $143.37 million. The expected amount of time required for construction remains the same

During Construction, due to unforeseen circumstances, additional easements are required for the construction of the Saint Mary's Transit Center and the earth retention system needed to safely construct and preserve the rights to access the electric duct bank in the future. These professional services include obtaining new title searches, conducting appraisals and appraisal reviews required by the FTA, staking easements, completing conveyance easement documentation, negotiating on the City's behalf, gaining concurrence with the FTA if required, and preparing any necessary relocation documents. This contract amendment would increase the initial contract value of $467,170 to $566,170. This contract is based on

time and materials and is written with a not-to-exceed value of $566,170.

Priorities & Foundational Principles:

Economic Vibrancy & Growth Management
Quality Services for Quality Living

Policy Considerations & DEI Impact:

All Engineering services and implementation of Link Rapid Transit observes the Citywide DEI Goal of Community Connection and Engagement, supporting racial and socio-economic equity for our community by creating and supporting accessible public transportation. Downtown Rochester Link Rapid Transit is consistent and supported by policies and guidance from:

- Downtown Master Plan (2010);
- DMC Development Plan (2014);
- Rochester Transit Development Plan (2017);
- Rochester 2040 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:

June 5, 2023: City Council - Contract for the professional services contract with SEH, Inc. authorized.
January 22, 2024: City Council - Property Acquisition for Link BRT Project J8707 Authorized
September 9, 2024: City Council - Additional Property and Easements Acquisitions Authorized
December 23, 2024: US District Court - Eminent Domain for Property Rights remaining filed and approved
January 1, 2025 - September 22, 2025: City Council - approved various property acquisitions via stipulation of settlements

Fiscal & Resource Impact:

The total Link Rapid Transit Project budget is $173.9 million with $84.92 million funded by FTA Small Starts grant and Local share of approximately $88.98 million coming from DMC CIP # - Project J8707

Alternative Action(s):

No alternative actions are suggested at this time

Prepared By:

Joshua Defrang

Attachments:

Contract - Right of Way Land Acquisition - Project No. J8707

SEH - Change of Scope Authorization

Resolution - Award of Contract - J8707 RW Land Acquisitions Engineering Services

City of Rochester

PROFESSIONAL TECHNICAL (NONCITY EMPLOYEE) SERVICES

Project Identification: Downtown Rochester Link Rapid Transit Project - Right of Way and Land Acquisition

Accounting Information:

Fiscal Year: 2023 / 2024	Fund: Local and Fed funds	Project No.:
Total Contract Amt: $466,170	State Aid Project No.:	Job No.: J - 8707

This Contract between the City of Rochester, MN (CITY) and Short Elliott Hendrickson Inc. ("ENGINEER");
Address: 717 3rd Ave SE STE 101, Rochester, MN 55904

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: **June 26, 2023** Expiration Date: **December 1, 2028**

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

ENGINEER

By: Scott Samuelson Date: 5/30/2023

Scott Samuelson

Title: Principal

CITY OF ROCHESTER

By: _____ Date: _____ And By: _____ Date: _____

Kim Norton, Mayor Kelly Geistler, City Clerk

Approved as to Form & Execution

_____

Michael Spindler-Krage, Deputy City Attorney

SPECIAL CONDITIONS

ARTICLE 1 **TERM OF CONTRACT**

Effective Date:	June 26, 2023
ROW Purchases / Condemnation	By Construction Bid Opening
Work Completion Date:	December 1, 2026
Expiration Date:	December 31, 2028

ARTICLE 2 **SCOPE OF WORK**

A. Detailed Scope of Work: See Scope of Work included from SEH, Inc.
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 ENGINEER, 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:

ENGINEER Services Cost		
RW and Land Acquisition Services		
	Task 1 – Project Administration & Coordination	$ 60,580.00
	Task 2 – Title Search	$ 18,820.00
	Task 3 – Update Title Report	$ 3,440.00
	Task 4 – Field Title Investigation	$ 45,210.00
	Task 5 – Property Owner Notification Letter	$ 1,855.00
	Task 6 – Real Property Appraisal	$ 154,160.00
	Task 7 – Property Owner Negotiations and Agreements	$ 121,090.00
	Task 8 – Closing	$ 5,020.00
	Task 9 – Recording	$ 650.00
	Task 10 – Condemnation	$ 6,040.00
	Task 11 – Relocation Services	$ 10,240.00
	Task 12 – Public Involvement	$ 28,010.00
	Reimbursable Expenses	$ 11,055.00
	TOTAL CONTRACT AMOUNT:	**$ 466,170.00**

ARTICLE 4 **ENGINEER'S PERSONNEL**

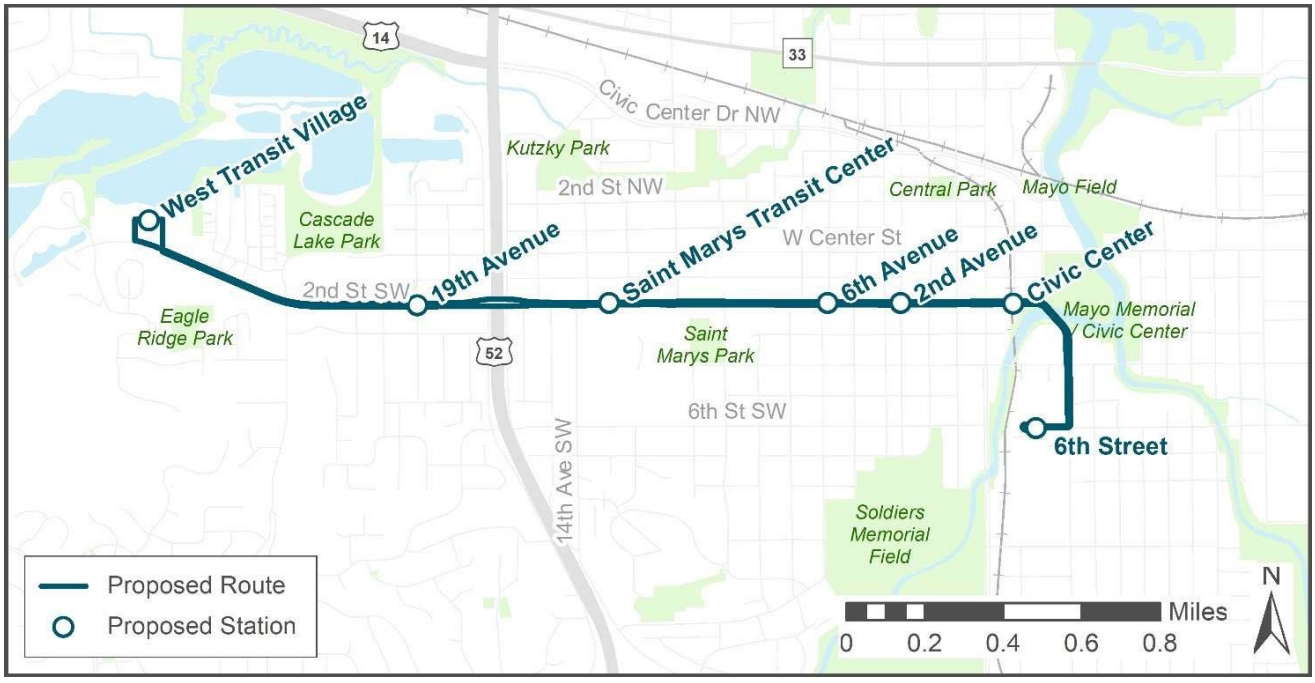
ENGINEER'S Authorized Agent, or Key Personnel:
Name: **Scott Samuelson, PE**
Title: **Principal**
Address: **717 Third Avenue SE, Suite 101**
Phone: **507.259.3146**
Email: **ssamuelson@sehinc.com**
Responsibility: **Project Manager and Quality Manager**
If ENGINEER'S Authorized Agent changes at any time during this Contract, ENGINEER must immediately notify CITY.

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

CITY'S Authorized Agent, or Project Manager will be:
Name: **Joshua DeFrang**
Title: **Project Manager**
Address: **201 4th Street S.E., Rm 108, Rochester, MN 55904**
Phone: **(507) 328-2445**
Email: **jdefrang@rochestermn.gov**
Responsibility**:** **Project Mgr**

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

Figure 1: Rochester Link Rapid Transit Route



Scope of work

The scope of work for this project includes project management, pre-acquisition services, property appraisals, acquisition services, and coordination with City departments to acquire property for the Downtown Rochester Link Rapid Transit. The Consultant's proposal must include the following tasks. The proposer must clearly indicate which tasks and services they will and will not complete. The format for the deliverables to each task will be further directed by the Project Manager.

1. Project Administration & Coordination 2. Title Search 3. Update Title Report 4. Field Title Investigation 5. Property Owner Notification Letter 6. Real Property Appraisal	7. Property Owner Negotiations and Agreements 8. Closing 9. Recording 10. Condemnation 11. Relocation Services 12. Public Involvement

Task 1 – Project Administration & Coordination

Objective: Provide ongoing management and coordination for the acquisitions of real property

Description: Under the direction of the City, the Consultant will coordinate the acquisition process and be responsible for keeping the City informed of the work status. At the City's request, the Consultant will provide all reports, parcel files, forms for offers and conveyances in a preapproved format provided by the City.

The Consultant will promote open and frequent communication to keep the City fully participating in and informed of the work progress, major issues, and potential problems and their resolutions. This communication is not only essential to successfully completing each work task, but will help ensure the best available data and expertise is employed.

In addition, the Consultant will be responsible for internal performance of its project team. Consultant will ensure proper staffing to ensure completion of tasks on schedule and within budget; and implement quality control and review procedures.

At the City's request, the Consultant will submit to the City an initial report that identifies its understanding of the project and scope of work. The report will identify a general work plan, schedule, milestones, staffing, and potential issues. Consultant will make adjustments, if necessary, to the work plan after City's review.

At the City's request, an initial planning meeting would be conducted by the Consultant with City's appropriate team to review the proposed acquisitions. City may provide a map showing the project with the proposed acquisition. As directed by the City, Consultant will make a field inspection. Consultant will review the proposed acquisition and make recommendations, if necessary, to minimize impacts to the property or avoid any adverse impacts.

The Consultant will provide Progress Reports on the status and activities of each parcel to the City. Progress Reports are to be provided as directed by the City.

The City will consider a change order to the scope of work, after a signed contract, but all change orders MUST be approved by the City, or its Project Manager, to be considered for reimbursement or compensation. No exceptions will be considered.

The Consultant will conduct monthly work status meetings with City's appropriate staff to discuss issues and milestones, and to review work status. The Consultant will prepare an agenda with the City for each meeting. Minutes of the meetings will be prepared and submitted to the City within three business days of the meeting.

The Consultant will work in coordination with contracted consulting group and Consultant will meet with City to review scope of proposed work. When available, provide an introduction, organizational structure, acquisition schedule, acquisition process, relocation process and document control as defined on the FTA Website: https://www.transit.dot.gov/sites/fta.dot.gov/files/2023-04/A-Model-for-the-Development-of-a-Real-Estate-Acquisition-Management-Plan.pdf

Deliverable:

- Initial Report
- Initial Meeting and ongoing meetings
- All documents and templates that the consultant intends to utilize for the completion of state and federal requirements. These same documents are requested as part of the proposal. See #12 of Proposal Requirements.
- Progress Report
- Meeting Agenda and Minutes
- All final documents will be delivered through a file transfer webpage. Text will be MS Word format. Table will be in MS Excel format. Or, Adobe PDF format when appropriate.
- As determined by the manager and FTA staff or as directed by consulting group relating to the Real Estate Acquisition Management Plan

Task 2 – Title Search
Objective: Perform title search for the identified real property or easements

Description: The Consultant will conduct a title search for each tract of land which will be acquired or on which a real estate interest will be acquired. The title search shall provide a description of the ownership as shown in the Office of County Recorder or Registrar of Title, including a record of ownership for the previous five years.

The title report must include a tax lien, bankruptcy and judgment search, and list outstanding tax liens, bankruptcies and judgments. The title report must list easements, encumbrances, liens of any nature and other defects in title recorded against the property. For easements, encumbrances and liens of any nature, the title report must include names and addresses, if available, of parties, date of instrument, time and place of record and other pertinent information.

Deliverables: Title report signed by the attorney or abstractor that performed the title search, together with copies of all documents referred to in the title report for each property. Title report can be in the form of a Title Opinion or an Owners and Encumbrance Report.

Task 3 – Update Title Report
Objective: Update title reports on properties

Description: At the City's request and when deemed necessary, the Consultant will review and update title reports for the properties provided. Updates shall include any changes or additions as provided in Task 2 above.

Deliverables: Updated title report and all relevant documents associated with the updated title report that was not part of the original title report.

Task 4 – Field Title Investigation Objective: Field Title Report

Description: After the title report is completed a field title investigation is made of each parcel to obtain additional information about the property shown on the title. The consultant is responsible for this investigation. It includes but is not limited to obtaining the names, marital status, corporate status and addresses for all interested parties, all easement documents, both recorded and unrecorded, and the nature of all parties in the real property being acquired.

If the Field Title Report is completed months before the acquisition is commenced, then the consultant must re-examine and update it before acquisition can begin. The consultant is also responsible for re-examining and updating the Field Title Report before commencing condemnation filings.
Deliverable: Field Title Report and recorded and unrecorded documents found through the investigation

Task 5 – Property Owner Notification Letter
Objective: Provide all property owners with information on the project and the property required for the project. Description: The Consultant will prepare a letter for each property owner giving the following information:

1. Explanation of the project.
2. The City will be undertaking a construction project which necessitates it obtaining an interest in their property;
3. The tentative timetable for the acquisition and construction of the project;
4. The acquisition will be done in accordance with the Real Property Acquisition Policies Act of 1970 as amended and that the City will pay just compensation for the acquisition;
5. The City or Consultant's independent fee appraiser will contact the property owners to obtain permission to go onto their property to do an inspection of the property and the interest to be acquired and that the property owner is given the opportunity to accompany the appraiser during the inspection or otherwise speak to the appraiser;
6. An offer will be made to the property owner after the appraisal is completed.
7. A copy of the Acquisition Process sheet.
8. At the discretion of the City, the Consultant will include a statement that in order to protect the City's interests under state law, the City will file a condemnation petition on the necessary properties for the project that have not been directly settled, but that the City will continue to negotiate in good faith with the property owner throughout the process.
9. A response form, which includes the project information and parcel information. The form will allow the owner to provide additional information such as their contact information and any other parties of interest.
10. A stamped self-addressed envelope for the property owner to return the response form.

All written communications to the property owners will clearly state the consultant's role on the City project. Letters will be approved by City before mailing.
Deliverable: Property Owner Notification Letter, Acquisition Process Sheet, and Response Form.

Task 6 – Real Property Appraisal
Objective: Appraise the value of the property to be acquired.

Description: The Consultant will conduct an appraisal of the value of the property or damages to the property attributed to any temporary easements, permanent easements or fee title property acquisitions. The Consultant should have information on the acquisition and title report before beginning the appraisal. The Consultant shall comply with the Uniform Standards of Professional Appraisal Practice. Additionally, the Consultant shall comply with all Federal regulations including, but not limit to:

- Congressional Legislation Public Law 91-646
- Uniform Relocation and Real Property Acquisition Policies Act of 1970
- Code of Federal Regulations – Title 23 CFR part 710, Title 49 CFR part 24
- Federal Transit Administration (FTA) Circular 5010.1E, Appendix D
- Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs
  The Consultant shall be appropriately licensed for the type of appraisal being conducted. The appraiser shall not be the same person as the negotiator of the same property.

The assignment results shall be credible for the intended use of determining the compensation award for easement, fee title acquisition or acquisition in a condemnation proceeding. The Consultant must contact the property owner and receive permission to go onto the property to do the inspection. The Consultant shall recommend to the City if the acquisition should be staked before the inspection and coordinate it as necessary. City will determine if staking the acquisition is feasible.

The Consultant shall review the acquisition to be acquired and recommend a Minimum Damage Acquisition be conducted when consideration to be paid for a parcel is estimated to not exceed $25,000. At the City's direction, Consultant shall perform an estimate of value to be offered for the acquisition using this methodology.

Appraisals and succeeding payments should be listed as whole numbers and not contain values in cents.

In the event that a Furniture, Fixture, and Equipment (FFE) Appraisal is required, the Consultant will perform an FFE appraisal. The FFE appraiser will work with the property appraiser to coordinate inspection times.

As appropriate and at the City's direction, Consultant shall conduct a review appraisal. Review appraiser and appraiser shall not be the same person. Preference will be shown to proposals that identify separate agencies and organizations to conduct review appraisals.

Deliverable:

- Draft appraisal report
- Final Appraisal Report
- Minimum Damage Acquisition Report (or similar)
- Review Appraisal
- Furniture, Fixture, and Equipment Appraisal (as needed)

Task 7 – Property Owner Negotiations and Agreements
Objective: Meet with property owner, present the offer and attempt to reach a settlement with the property owner for acquisition of the property or easements as applicable.

Description: Consultant shall assign a Direct Purchase Agent (DPA) to present an offer and conduct negotiations with the property owners. The Consultant shall make attempts to have the same DPA work with the landowners at all stages of the acquisition. No person shall represent the City in negotiations with, or in condemnation proceedings against any property owner who is a relative, partner, or client of that person. The appraisal review should be completed for any RW or Land Acquisitions costs required for permanent or temporary easements or property acquisition for anything estimated over $25K.

Consultant shall notify City immediately upon discovery of any such conflict of interest.

The Consultant will carry out the acquisition in accordance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 and other applicable state and federal requirements. The DPA shall review and understand the title report, appraisal, and other pertinent information on the property and the acquisition. The DPA shall include in the parcel file a negotiator's diary documenting details of the contact, attempts to contact, information passed along to the owner, and other information relevant to the negotiation and acquisition.

The impacts of the acquisition may impact improvements on the property where it would be damaged by the project. As appropriate, these costs to cure items will be identified by the Consultant while negotiating and meeting with the property owners. Consultant will provide to the City a recommendation to cure the damage and the cost associated with it. Consultant will provide different options when available. Any proposed cost to cure should be accompanied by at least three bids. Costs to cure items are not to be duplicated under Relocation.

The Consultant shall make arrangements to meet the property owner and all other parties with an interest in the property. The Consultant will inform the City prior to any meeting the date, time and location when such meetings are arranged. If the easement was not staked earlier for the appraisal, the Consultant will insure that the easement or property interests are properly staked by the surveyor for the property owner meeting.

During the meeting, the DPA will:

1. explain the project to the property owner;
2. explain the specific property interest to be acquired by the City;
3. arrange to have the easement or property interests identified and show the property owner the staked areas on the property that will be acquired;
4. inform the property owner of the appraised value determined by the independent fee appraiser;
5. show the property owner the appraisal if so requested by the property owner and authorized by the City;
6. explain to the property owner that if there are other parties who have an interest in the property such as mortgagees, lien holders, etc., the City's acquisition payment will be make payable to all of the parties with an interest in the property.
7. make an offer of payment to the property owner in the amount of the appraised value; and
8. the property owner has a reasonable time to consider the offer, if a date to make a decision is known, then it should be provided
9. if the property owner does not accept the offer, explain to the property owner that the City has the legal authority to take the property or property interest by eminent domain and will have to do so in the event a settlement cannot be reached with the property owner or when the project requires the easement. It should be emphasized that the City will continue to make a settlement in good faith even if a condemnation petition has to be filed.

At the meeting with the property owner, the Consultant shall provide the property owner with a written statement of the basis for the amount estimated to be just compensation. The statement shall include the following:

1. an identification of the real property and the particular interest being acquired;
2. a certification, where applicable, that any separately held interest in the real property is not being acquired in whole or in part;
3. an identification of buildings, structures, and other improvements, including fixtures, removable building equipment, and any trade fixtures which are considered to be part of the real property for which the offer of just compensation is made;
4. an identification of any real property improvements, including fixtures not owned by the owner of the land;
5. an identification of the types and approximate quantity of personal property located on the premises that is not being acquired; and
6. a declaration that the agency's determination of just compensation is based on the fair market value of the property, is not less than the approved appraised value of the property, disregards any decrease or increase in the fair market value of the property caused by the contemplated project, and in the case of separately held interests on the real property, includes an apportionment of the total just compensation for each of those interests and the amount of damages to any remaining real property.

If an owner is out of town or cannot meet in person, Consultant can prepare and mail an offer letter by certified mail but continue to attempt to contact the owner and meet in person. The offer letter must be approved by City before it is mailed.

The Consultant does not have the authority to make any offer or settlement other than the appraised value as approved by City. If the approved appraised value is not acceptable to the property owner or the owner has additional conditions to the acceptance of the City's offer, the Consultant will communicate those conditions and non-acceptance to the City and project manager immediately. These communications shall be documented in the biweekly progress and negotiator's diary. The Consultant will make any follow up contacts and meetings as necessary to accommodate the owner's concerns.

If the City's offer is acceptable to the property owner, the Consultant will prepare an acceptance letter, have the property owner sign the acceptance letter, and return the letter to the City.

Consultant will create a parcel file for each acquisition. Each parcel file will contain at the minimum: the title report, parcel exhibit, a negotiator's diary, appraisal, offer, closing documents, and any other documents or correspondence pertinent to the acquisition. All documents pertaining to that parcel are to be labeled, at a minimum, with the City's project number, the assigned City parcel number if provided, and owner's name. The City request digital access to these files during the project and final parcel files are to be delivered at the end of the project to the City in both digital and hardcopy. During the project, documents within that file may be required by the City and are requested to be submitted to the City as needed.

Deliverable:

- Compensation statement, acceptance letter
- Conveyance Documents
- Final parcel files

Task 8 – Closing
Objective: Prepare closing package and close on the acquisition.

Description: Immediately after receipt of the acceptance letter, the Consultant will prepare a closing package consisting of the following documents:

1. Warranty Deed or Temporary/Permanent Easement
2. Statement of Rights/ Statement of Just Compensation
3. Mortgage Consents/Mortgage Releases, and other consent
4. Acknowledgement of Receipt of payment
5. Taxpayers Certification
6. Well disclosure certificate, if applicable
7. Signed offer letter
8. Acknowledgement of receipt of appraisal report, if applicable
9. Any other documents determined by the City to be necessary and appropriate

The above documents shall conform to forms provided by or approved by the City. The Consultant shall arrange to close on the acquisition as soon as possible after the completion of the closing package. The Consultant will inform the City prior to any closing the date, time and location when such closing is arranged. City will provide the payment (check or electronic funds transfer as required by situation) to the Consultant to be given to the owner.

When applicable and appropriate, Consultant shall conduct a walk through with the owner prior to the closing; Consultant shall gather all keys or coordinate with the relocation. Keys shall be turned into the City immediately.

Deliverable:

- Closing package
- Keys for the property as appropriate.

Task 9 – Recording

Objective: Record all written property records, including deeds, easements in the appropriate recording office of the county in which the property is located.

Description: Consultant shall provide copies of all property records to the City. Consultant shall record all written property records, including deeds, easements in the appropriate recording office at Olmsted County.
Deliverable: Final recorded documents with original signature as permitted and one (1) copy in Acrobat® PDF format.

Task 10 – Condemnation
Objective: Assist in the preparation of condemnation filing and provide testimony in condemnation proceedings.

Description: Consultant will update title report as necessary and determine all parties of interest to be named in the Eminent Domain action. Consultant will prepare parcel descriptions and respondent list for inclusion in the petition.

At the request of the City, Consultant shall update the appraisal.

Consultant shall provide testimonies as needed by the agent, appraiser, or other expert witness as used by the Consultant. Consultant shall attend meetings as necessary with the City to prepare for the Commissioner's hearings.

No Consultant or representative of the Consultant shall represent the City in negotiations with, or in condemnation proceedings against any property owner who is a relative, partner, or client of that person. Consultant shall notify City immediately upon discovery of any such conflict of interest.

Deliverable:

- Updated title reports
- List of interested parties.
- Updated appraisal
- Testimonies
- Provide Last Written Offer before Condemnation Letters

Task 11 – Relocation Services
Objective: Provide relocation services for displacees.

Description: Consultant shall analyze the property information and its occupants to determine the eligibility of the relocation expenses for compensation. Relocations may be for displaced residential persons, businesses, or nonprofit organizations. Consultant shall conduct and complete the relocation activities according to the Uniform Relocation Assistance and Real Property Acquisition Act of 1970. Consultant shall provide relocation advisory assistance services to all occupants.

Consultant shall assign a relocation agent for each displacee. The person assigned to conduct the relocation services shall not be the same person conducting the negotiation acquisitions. At times, combining acquisition meetings with initial relocation meeting is efficient and less confusing to the owner. Consultant shall coordinate as needed.

Consultant shall provide written notification to occupants being displaced about their relocation eligibility and benefits to which they may be entitled.

Consultant shall perform the following relocation activities to satisfy all required regulations and policies:

(1) Consultant shall identify the displacees and meet with the displacees
(2) Distribute informational booklet for the appropriate relocation assistance and obtain a signed receipt
(3) Explain the relocation program and the displacee's responsibilities to receive benefits
(4) Survey the displacee's relocation needs

(5) Analyze the existing data to determine the eligibility of the relocation expenses for compensation for the appropriate relocation (For example, residential displacees will include moving costs and replacement housing costs, tenants will include moving costs and rent supplement, etc.)
(6) Prepare the required notices to vacate and mail at the appropriate time
(7) Search for replacement sites and refer suitable, comparable sites, search shall be updated as necessary if too much time has elapsed, this will be determined by the City
(8) Submit relocation claims to the City for action; along with the submittal, Consultant shall make recommendations in writing on amount of payment and any special considerations

Consultant shall assist in the move as follows:

(1) Advise the displacee of the different types of moving expenses
(2) Review the fixed moving schedule and advise the resident of the benefits under the fixed payment move costs option
(3) If choosing the actual move costs option, advise the displacee on procedure to obtain the required three (3) bids. The City may choose to waive, or reduce, the number of bids based upon extenuating circumstances.
(4) Assist the displacee when necessary in preparing moving specifications
(5) Analyze the moving bids to determine their reasonableness
(6) Notify the displacee of the low acceptable bids
(7) If relocation is a residential displacee, Consultant shall inspect the replacement property to meet Decent, Safe, and Sanitary requirements and take appropriate action to notify City and displacee of any noncompliance
(8) When appropriate, inspect the move of personal property while in progress
(9) Assist the displacee in assembling all invoices, paid receipts, and other documentation necessary to substantiate the relocation claim
(10) Assemble the appropriate claim forms and documentation for signature and approval
(11) Secure and inspect the property acquired by the City immediately after the move and notify the City in writing of any issues with the property.
(12) Gather all keys from occupant and turn it in to the City, if appropriate, coordinate with the closing as indicated in Task 8.

Deliverable: As determined by City's designated manager.

Task 12 – Public Involvement
Object: Provide assistance and guidance with materials and consultant staff with public meetings and workshops.

Description: Consultant will meet with City to review scope of proposed work. When available, the selected consultant, with the assistance and guidance of the City, may be required to provide all necessary handouts/graphics and attend informational presentations regarding ROW procedures provided by City, at formal public hearings, or at one (or more) separate public meetings in conjunction with public engagement or inter-agency coordination.

Deliverable:

- As Scheduled Open House Mtg (2)
- Council Meetings (2-3) – Public Hearings

As determined by City's designated manager.

DBE participation affidavit

This affidavit must be included with the bid. If the bidder fails to accurately complete and submit this affidavit as required, the bid shall be deemed not responsive.

In connection with the bid submitted, I affirm the following DBE Participation:

Check only one

☑ Our Company has met the overall certified Disadvantaged Business Enterprise (DBE) participation goal of 2.0%.

Our Company's DBE goal for this contract is : 4 %

I agree that the DBE firms listed in our Company's DBE Participation Schedule Form F-1 will be used to accomplish the DBE participation goal for this Contract for at least the dollar amounts set forth therein.

The DBE Participation Schedule Form F-1 must show the following:

- Names, addresses, and contact names of all MN certified DBE's that will be participating in this contract.
- A specific description of the work each DBE will perform.
- The dollar amount of the participation of each DBE firm participating

I have attached written confirmation from each of the DBE's listed on the DBE Participation Schedule Form F-1 indicating that they are participating in the Contract as provided.

OR

☐ I conclude that my Company is unable to achieve the DBE participation goal of 2.0%

Our Company's DBE goal for this contract is _____%. I hereby request a waiver of the overall goal. I have attached the Certification of Good Faith Efforts Form F-2 as evidence of our Company's good faith effort to attempt to achieve the DBE participation goal of 2.0% which shows the following:

- Documentation showing efforts used to identify and solicit of DBEs, including written solicitations (with bidding instructions)
- Selecting portions of the work to be performed by DBEs
- Providing DBEs with plan information and specification in a timely manner
- Documenting evidence of DBE negotiations

In the solicitation of subcontract quotations or offers, DBE firms were provided not less than the same information and amount of time to respond as were non-DBE firms.

I affirm under the penalties of perjury that the information in this affidavit is true to the best of my knowledge, information, and belief.

Short Elliott Hendrickson Inc. (SEH)	
Company Name	*Authorized Company Representative (signature)*
717 Third Avenue SE, Suite 101	Scott Samuelson PE
Address	*Authorized Company Representative (printed)*
Rochester, MN 55904	February 21, 2023
City, State, and Zip Code	*Date*

Form F-1: DBE Participation Schedule

Short Elliott Hendrickson Inc. (SEH)
Company completing this schedule

February 21, 2023
Date

Link Rapid Transit
Land Acquisition Services
Project name

2%
DBE participation goal (percent)

$9,323.40
Total DBE commitment in dollars ($)

Please list all quotes of DBEs that will be participating in the project. Include subcontractors, suppliers, sub-consultants, and service providers.

DBE company	Contact person	Phone	Email	Description of work	Quote dollar amount
1 Kelly A. Lindstrom	Kelly Lindstrom	651.436.8842	klindstrom1@msn.com	Appraisals and comparable land value	TBD
2 Nolan Appraisals	Patty Nolan	612.839.3659	patricia@nolanappraisals.com	Appraisals and comparable land value	TBD
3					
4					
5					

If you have any questions, please contact:

Jorrie Johnson
City of Rochester, Minnesota
Administration Department
201 4th Street SE
Rochester, MN 55904
Phone: 507-328-2016
Fax: 507-328-2727
Email: jjohnson@rochestermn.gov

Form F-2: Certification of Good Faith Efforts

Short Elliott Hendrickson Inc. (SEH)
Company completing this schedule

February 21, 2023
Date

Link Rapid Transit
Land Acquisition Services
Project name

2%
DBE participation goal (percent)

$9,323.40
Total DBE commitment in dollars ($)

Please list your attempts to solicit bids from DBE subcontractors, suppliers, and service providers.

DBE company	Contact person	Phone	Email	Date and method of contact		Description of work	Dollar amount of quote
				Letter	Phone		
1 Kelly A. Lindstrom	Kelly Lindstrom	651.436.8842	klindstrom1@msn.com	1/04/2023 (email)		Certified General Appraiser	TBD
2 Nolan Appraisals	Patty Nolan	612.839.3659	patricia@nolanappraisals.com	1/25/2023 (email)		Certified General Appraiser	TBD
3 Henning Professional Services	Sonya Henning	651.955.5594	shennng@Henningprofessionalservices.com	1/11/2023 (email)		ROW acquisition	Declined Teaming Offer
4							
5							

Jorrie Johnson
City of Rochester, Minnesota
Administration Department
201 4th Street SE
Rochester, MN 55904
Phone: 507-328-2016
Fax: 507-328-2727
Email: jjohnson@rochestermn.gov

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.

ATTACHMENT A
FTA STANDARD CLAUSES
PROFESSIONAL SERVICES

NO GOVERNMENT OBLIGATION TO THIRD PARTIES

(1) The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal Government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract,

(2) The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS AND RELATED ACTS
31U.S.C. 3801 etseq.
49 CFR Part 3118 U.S.C. 1001
49 U.S.C. 5307

(1) The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31U.S.C. § 3801 et seg. and U.S. DOT regulations, "Program Fraud Civil Remedies," 49 C.F.R. Part 31, apply to its actions pertaining to this Project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the
Program Fraud Civil Remedies Act of 1986 on the Contractor to the extent the Federal Government deems appropriate.

(2) The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under the authority of 49 U.S.C. § 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. § 5307(n)(l) on the Contractor, to the extent the Federal Government deems appropriate.

(3) The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

ACCESS TO RECORDS AND REPORTS

49 U.S.C. 5325
18 CFR 18.36 (i)
49 CFR 633.17

1. Where the Purchaser is not a State but a local government and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C. F. R. 18.36(i), the Contractor agrees to provide the Purchaser, the FTA Administrator, the Comptroller General of the United States or any of their authorized representatives access to any books,

documents, papers and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions. Contractor also agrees, pursuant to 49 C. F. R. 633.17 to provide the FTA Administrator or his authorized representatives including any PMO Contractor access to Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)l, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311.

2. Where the Purchaser is a State and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R. 633.17,Contractor agrees to provide the Purchaser, the FTA Administrator or his authorized representatives, including any PMO Contractor, access to the Contractor's records and construction sites pertaining to a major capital project, defined at 49 U.S.C. 5302(a)l, which is receiving federal financial assistance through the programs described at 49 U.S.C. 5307, 5309 or 5311. By definition, a major capital project excludes contracts of less than the simplified acquisition threshold currently set at **$100,000.**

3. Where the Purchaser enters into a negotiated contract for other than a small purchase or under the simplified acquisition threshold and is an institution of higher education, a hospital or other non-profit organization and is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 C.F.R.19.48,Contractor agrees to provide the Purchaser, FTA Administrator, the Comptroller General of the United States or any of their duly authorized representatives with access to any books, documents, papers and record of the Contractor which are directly pertinent to this contract for the purposes of making audits,
examinations, excerpts and transcriptions.

4. Where any Purchaser which is the FTA Recipient or a subgrantee of the FTA Recipient in accordance with 49 U.S.C. 5325(a) enters into a contract for a capital project or improvement (defined at 49 U.S.C. 5302(a)!) through other than competitive bidding, the Contractor shall make available records related to the contract to the Purchaser, the Secretary of Transportation and the Comptroller General or any authorized officer or
employee of any of them for the purposes of conducting an audit and inspection.

5. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

6. The Contractor agrees to maintain all books, records, accounts and reports required under this contract for a period of not less than three years after the date of termination or expiration of this contract, except in the event of litigation or settlement of claims arising from the performance of this contract, in which case Contractor agrees to maintain same until the Purchaser, the FTA Administrator, the Comptroller General, or any of their duly authorized representatives, have disposed of all such litigation, appeals, claims or exceptions related thereto. Reference 49 CFR 18.39(i)(ll).

7. FTA does not require the inclusion of these requirements in subcontracts.

FEDERAL CHANGES

49 CFR Part 18

Federal Changes - Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

CIVIL RIGHTS REQUIREMENTS

29 U.S.C. § 623, 42 U.S.C. § 2000
42 U.S.C. § 6102, 42 U.S.C. § 12112
42 U.S.C. § 12132, 49 U.S.C. § 5332
29 CFR Part 1630, 41CFR Parts 60 et seq.

Civil Rights - The following requirements apply to the underlying contract:

(1) Nondiscrimination - In accordance with Title VI of the Civil Rights Act, as amended, 42 U.S.C. § 2000d, section 303 of the Age Discrimination Act of 1975, as amended, 42 U.S.C. § 6102, section 202 of the Americans with Disabilities Act of 1990, 42 U.S.C. § 12132, and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees that it will not discriminate against any employee or applicant for employment because of race, color, creed, national origin, sex, age, or disability. In addition, the Contractor agrees to comply with applicable Federal implementing regulations and other implementing requirements FTA may issue.

(2) Equal Employment Opportunity - The following equal employment opportunity requirements apply to the underlying contract:

(a) Race, Color, Creed. National Origin, Sex - In accordance with Title VII of the Civil Rights Act, as amended, 42 U.S.C. § 2000e, and Federal transit laws at 49 U.S.C. § 5332, the Contractor agrees to comply with all applicable equal employment opportunity requirements of U.S. Department of Labor (U.S. DOL) regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,"
41 C.F.R, Parts 60 et seq., (which implement Executive Order No, 11246, "Equal Employment Opportunity," as amended by Executive Order No. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," 42 U.S.C. § 2000e note), and with any applicable Federal statutes, executive orders, regulations, and Federal policies that may in the future affect construction activities undertaken In the course of the Project. The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, creed, national origin, sex, or age. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(b) Age - In accordance with section 4 of the Age Discrimination in Employment Act of 1967, as amended, 29 U.S.C. § § 623 and Federal transit law at 49 U.S.C. § 5332, the Contractor agrees to refrain from discrimination against present and prospective employees for reason of age. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(c) Disabilities - In accordance with section 102 of the Americans with Disabilities Act, as amended, 42 U.S.C. § 12112, the Contractor agrees that it will comply with the requirements of U.S. Equal Employment Opportunity Commission, "Regulations to Implement the Equal Employment Provisions of the Americans with Disabilities Act," 29 C.F.R. Part 1630, pertaining to employment of persons with disabilities. In addition, the Contractor agrees to comply with any implementing requirements FTA may issue.

(3) The Contractor also agrees to include these requirements in each subcontract financed in whole or in part with Federal assistance provided by FTA, modified only if necessary to identify the affected parties.

DISADVANTAGED BUSINESS ENTERPRISE (DBE) 49 CFR Part 26
PARTICIPATION BY DISADVANTAGED BUSINESS ENTERPRISES

(1) Policy: It is the policy of the Department of transportation that disadvantaged business enterprises as defined in 49 CFR Part 26 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under the agreement. Consequently, the MBE requirements of 49 CFR Part 26 applies to this agreement.

(2) DBE Obligation: The recipient or its contractor agrees to ensure that disadvantaged business enterprises as defined in 49 CFR Part 26 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 agreement. In this regard all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that disadvantaged business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin or sex in the award and performance of DOT-assisted contracts.

This project includes a DBE goal of 4.00%. An affidavit of DBE participation is provided with the bid package and must be submitted with supporting documentation with the bid.

(3) Prompt Payment: The Contractor agrees to pay subcontractors within thirty (30) calendar days of the Contractor's receipt of payment from the City of Rochester for undisputed services provided by the subcontractor. The Contractor agrees to pay subcontractors all undisputed retainage payments within thirty (30) calendar days of the Contractor's receipt of payment of retainage from the City of Rochester. The Contractor shall not postpone or delay any undisputed payments owed subcontractors without good cause and without prior written consent of the City of Rochester. The Contractor agrees to include in all subcontracts a provision requiring the use of appropriate alternative dispute resolution mechanisms to resolve payment disputes. The Contractor will not be reimbursed for work performed by subcontractors unless and until the Contractor ensures that subcontractors are promptly paid for work they have performed.

Failure to comply with the provisions of this prompt payment provisions may result in the City of Rochester finding the Contractor in noncompliance with the DBE provisions of this Contract.

INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS
FTA Circular 4220.IE

Incorporation of Federal Transit Administration (FTA) Terms - The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1E, are hereby incorporated by reference. Anything to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests which would cause (name of grantee) to be in violation of the FTA terms and conditions.

ENERGY CONSERVATION REQUIREMENTS

42 U.S.C. 6321 et seq.
49 CFR Part 18

Energy Conservation - The contractor agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

TERMINATION

49 U.S.C. Part 18
FTA Circular 4220.1E

a. Termination for Convenience (General Provision) The City of Rochester may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Government's best interest. The Contractor shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to (City of Rochester) to be paid the Contractor. If the Contractor has any property in its possession belonging to the (City of Rochester), the Contractor will account for the same, and dispose of it in the manner the (City of Rochester)
directs.

b. Termination for Default [Breach or Cause] (General Provision) If the Contractor does not deliver supplies in accordance with the contract delivery schedule, or, if the contract is for services , the Contractor fails to perform in the manner called for in the contract, or if the Contractor fails to comply with any other provisions of the contract, the City of Rochester may terminate this contract for default. Termination shall be effected by serving a notice of termination on the contractor setting forth the manner in which the Contractor is in default. The contractor will only be paid the contract price for supplies delivered and accepted, or services performed in accordance with the manner of performance set forth in the contract. If it is later determined by the City of Rochester that the Contractor had an excusable reason for not performing, such as a strike, fire, or flood, events which are not the fault of or are beyond the control of the Contractor, the City of Rochester, after setting up a new delivery of performance schedule, may allow the Contractor to continue work, or treat the termination as a termination for convenience.

c. Opportunity to Cure (General Provision) The (City of Rochester) in its sole discretion may, in the case of a termination for breach or default, allow the Contractor an appropriately short period of time in which to cure the defect. In such case, the notice of termination will state the time period in which cure is permitted and other appropriate conditions.

If Contractor fails to remedy to City of Rochester's satisfaction the breach or default of any of the terms, covenants, or conditions of this Contract within [ten (10) days] after receipt by Contractor of written notice from (City of Rochester) setting forth the nature of said breach or default, City of Rochester shall have the right to terminate the Contract without any further obligation to Contractor. Any such termination for default shall not in any way operate to preclude City of Rochester from also pursuing all available remedies against Contractor and its sureties for said breach or default.

d. Waiver of Remedies for any Breach In the event that (City of Rochester) elects to waive its remedies for any breach by Contractor of any covenant, term or condition of this Contract, such waiver by (City of Rochester) shall not limit (City of Rochester)‘s remedies for any succeeding breach of that or of any other term, covenant, or condition of this Contract.

e. Termination for Convenience (Professional) The (City of Rochester), by written notice, may terminate this contract, in whole or in part, when it is in the Government's interest. If this contract is terminated, the City of Rochester shall be liable only for payment under the payment provisions of this contract for services rendered before the effective date of termination.

f. Termination for Convenience or Default (Architect and Engineering) The City of Rochester may terminate this contract in whole or in part, for the Recipient's convenience or because of the failure of the Contractor to fulfill the contract

obligations. The City of Rochester shall terminate by delivering to the Contractor a Notice of Termination specifying the nature, extent, and effective date of the termination. Upon receipt of the notice, the Contractor shall (1) immediately discontinue all services affected (unless the notice directs otherwise), and (2) deliver to the Contracting Officer all data, drawings, specifications, reports, estimates, summaries, and other information and materials accumulated in performing this contract, whether completed or in process.

If the termination is for the convenience of the Recipient, the Contracting Officer shall make an equitable adjustment in the contract price but shall allow no anticipated profit on unperformed services.

If the termination is for failure of the Contractor to fulfill the contract obligations, the Recipient may complete the work by contact or otherwise and the Contractor shall be liable for any additional cost incurred by the Recipient.

If, after termination for failure to fulfill contract obligations, it is determined that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the Recipient.

GOVERNMENT-WIDE DEBARMENT AND SUSPENSION

Suspension and Debarment

This contract is a covered transaction for purposes of 49 CFR Part 29. As such, the contractor is required to verify that none of the contractor, its principals, as defined at 49 CFR 29.995, or affiliates, as defined at 49 CFR 29.905, are excluded or disqualified as defined at 49 CFR 29.940 and 29.945. The contractor is required to comply with 49 CFR 29, Subpart C and must include the requirement to comply with 49 CFR 29, Subpart C in any lower tier covered transaction it enters into. By signing and submitting its bid or proposal, the bidder or proposer certifies as follows:

"Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (1) The contractor and any prospective lower tier participant or subcontractors certifies, by signing this contract, that neither it nor its "principals" [as defined at 49 C.F.R. § 29.105(p)] is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

The certification in this clause is a material representation of fact relied upon by City of Rochester. If it is later determined that the bidder or proposer knowingly rendered an erroneous certification, in addition to remedies available to City of Rochester, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The bidder or proposer agrees to comply with the requirements of 49 CFR 29, Subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

BREACHES AND DISPUTE RESOLUTION
49 CFR Part 18
FTA Circular 4220.1E

Disputes. Disputes arising in the performance of this Contract which are not resolved by agreement of the parties shall be decided in writing by the authorized representative of the City. This decision shall be final and conclusive unless within [ten (10) days] from the date of receipt of its copy, the Contractor mails or otherwise furnishes a written appeal to the City. In connection with any such appeal, the Contractor shall be afforded an opportunity to be heard and to offer evidence in support of its position. The decision of the City shall be binding upon the Contractor and the Contractor shall abide by the decision.

Performance During Dispute. Unless otherwise directed by the City, the Contractor shall continue performance under this Contract while matters in dispute are being resolved. Claims for Damages. Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the party or of any of its employees, agents or others for whose acts he is legally liable, a claim for damages therefore shall be made in writing to such other party within a reasonable time after the first observance of such injury of damage.

Remedies. Unless this contract provides otherwise, all claims, counterclaims, disputes and other matters in question between the City and the Contractor arising out of or relating to this agreement or its breach will be decided by arbitration if the parties mutually agree, or in a court of competent jurisdiction within the State in which the City is located.

Rights and Remedies. The duties and obligations imposed by the Contract Documents and the rights and remedies available there under shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. No action or failure to act by the City, its Architect or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract, nor shall any such action or failure to act constitute an approval of or acquiescence in any breach there under except as may be specifically agreed in writing.

Integrity Certification. By signing this Contract, the Contractor certifies that neither it nor its principals, affiliates, or subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded, or disqualified from participation in this Contract by any federal department or agency. This certification is a material representation of fact upon which the City of Rochester relies in entering this Contract. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the City of Rochester, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor shall provide to the City of Rochester immediate written notice if at any time the Contractor learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor will include a provision requiring such compliance in its lower tier covered transactions.

49 CFR PART 20--CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

(To be submitted with each bid or offer exceeding $100,000)

The undersigned [Contractor] certifies, 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 undersigned, 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 making lobbying contacts to 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 [as amended by "Government wide Guidance for New Restrictions on Lobbying," 61 Fed. Reg. 1413 (1/19/96). Note: Language in paragraph (2) herein has been modified in accordance with Section 10 of the Lobbying Disclosure Act of 1995 (P.L. 104-65, to be codified at 2 U.S.C. 1601, et seq.)]

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 (as amended by the Lobbying Disclosure Act of 1995). 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.

[Note: Pursuant to 31 U.S.C. § 1352(c)(1)-(2)(A), any person who makes a prohibited expenditure or fails to file or amend a required certification or disclosure form shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such expenditure or failure.]

The Contractor, Short Elliott Hendrickson Inc. (SEH) certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. A 3801, et seq., apply to this certification and disclosure, if any.

Scott Samuelson

Signature of Contractor's Authorized Official

Scott Samuelson, PE, Principal

Name and Title of Contractor's Authorized Official

February 21, 2023

Date

BUY AMERICA REQUIREMENTS

49 U.S.C. 5323(j)
49 CFR Part 661

The contractor agrees to comply with 49 U.S.C. 5323(j) and 49 C.F.R. Part 661, which provide that Federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 C.F.R. 661.7, and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, and microcomputer equipment and software. Separate requirements for rolling stock are set out at 49 U.S.C. 5323(j)(2)(C) and 49 C.F.R. 661.11. Rolling stock must be assembled in the United States and have a 60 percent domestic content.

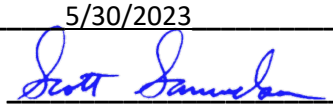
A bidder or offeror must submit to the FTA recipient the appropriate Buy America certification (below) with all bids or offers on FTA-funded contracts, except those subject to a general waiver. Bids or offers that are not accompanied by a completed Buy America certification must be rejected as nonresponsive. This requirement does not apply to lower tier subcontractors.

Certification requirement for procurement of steel, iron, or manufactured products.

Certificate of Compliance with 49 U.S.C. 5323(j)(1)

The bidder or offeror hereby certifies that it will meet the requirements of 49 U.S.C. 5323(j)(1) and the applicable regulations in 49 C.F.R. Part 661.5.

Date 5/30/2023

Signature 

CLEAN AIR

42 U.S.C.. 7401 et seq
40 CFR 15.61
49 CFR Part 18

Clean Air.
(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended 42 U.S.C. §§704 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

(2) The Contractor also agrees to include these requirements in each subcontract exceeding $100,000 financed in part with Federal assistance provided by FTA.

CLEAR WATER REQUIREMENTS

33 U.S.C. 1251

Clean Water.
(1) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and appropriate EPA Regional Office.

(2) The Contractor agrees to include these requirements in each subcontract exceeding $100,000 financed in whole or in part with Federal assistance provided by FTA.

FLY AMERICA REQUIREMENTS

49 U.S.C. § 40118
41 CFR Part 301-10

Fly America Requirements
The Contractor agrees to comply with 49 U.S.C. 40118 (the "Fly America" Act) in accordance with the General Services Administration's regulations at 41 CFR Part 301-10, which provide that recipients and any sub-recipients of Federal funds and their contractors are required to use U.S. Flag air carriers for U.S Government-financed international air travel and transportation of their personal effects or property, to the extent such service is available, unless travel by foreign air carrier is a matter of necessity, as defined by the Fly America Act. The Contractor shall submit, if a foreign air carrier was used, an appropriate certification or memorandum adequately explaining why service by a U.S. flag air carrier was not available or why it was necessary to use a foreign air carrier and shall, in any event, provide a certificate of compliance with the Fly America requirements. The Contractor agrees to include the requirements of this section in all subcontracts that may involve international air transportation.

NATIONAL INTELLIGENT TRANSPORTATION SYSTEMS ARCHITECTURE AND STANDARDS

To the extent applicable, the CONSULTANT agrees to conform to the National Intelligent Transportation Systems (ITS) Architecture and Standards as required by SAFETEA-LU § 5307(c), 23 U.S.C. § 512 note, and to comply with FTA Notice, "FTA National ITS Architecture Policy on Transit Projects" 66 Fed. Reg. 1455 et seq., January 8, 2001, and other federal requirements that may be issued.

CARGO PREFERENCE REQUIREMENTS
46 U.S.C. 1241
46 CFR Part 381

Cargo Preference - Use of United States-Flag Vessels - The contractor agrees:
a. to use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels;
b. to furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 working days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of -lading in English for each shipment of cargo described in the preceding paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)
c. to include these requirements in all subcontracts issued pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

SEISMIC SAFETY REQUIREMENTS
42 U.S.C. 7701 et seq. 49
CFR Part 41

The contractor agrees that any new building or addition to an existing building will be designed and constructed in accordance with the standards for Seismic Safety required in Department of Transportation Seismic Safety Regulations 49 CFR Part 41and will certify to compliance to the extent required by the regulation. The contractor also agrees to ensure that all work performed under this contract including work performed by a subcontractor is in compliance with the standards required by the Seismic Safety Regulations and the certification of compliance issued on the project.

PROHIBITED INTERESTS

No member, officer, or employee of the City of Rochester, or of a local public body during their tenure or for one year thereafter will have any interests, direct or indirect, in a contract or the proceeds thereof.

1.In accordance with 41U.S.C. 22, the Contractor agrees that it will not admit any member of or delegate to the United States Congress to any share or part of the Project or any benefit derived there from.

ADA ACCESS
Contractors must comply with applicable requirements of the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and USDOT/FTA implementing regulations.

Acknowledgement of Telecommunications

Contractor hereby acknowledges that the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. 115232, § 889 (Aug. 13, 2018) (the Act) prohibits the Agency from procuring certain "covered telecommunications equipment or services," as defined in the Act, in federally assisted procurements and that the instant procurement is a federally assisted procurement subject to that prohibition. Contractor represents and warrants that it has performed a due diligence review of its supply chain and that no such "covered telecommunications equipment or services" shall be provided to the Agency that would cause the Agency to be in violation of the prohibition contained in the Act.

Short Elliott Hendrickson Inc.
Company Name

Authorized Company Representative (signature)

717 Third Avenue SE, Rochester, MN 55904
Address

Scott Samuelson, PE, Principal
Authorized Company Representative (printed)

INVOICE

City Project Number (J8707)
State Aid Project No.

To: Josh DeFrang
Project Manager
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, 2028 _____

	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:				

Kelly Lindstrom, Certified General Appraiser
10779 Falling Water Lane, Unit C, Woodbury, MN 55129
Klindstrom1@msn.com
Telephone: 651-436-8842

May 24, 2023

Scott Samuelson, PE
Short Elliott Hendrickson Inc.
717 Third Avenue SE
Rochester, MN 55904

RE: Downtown Rochester Link Rapid Transit Project – Right of Way and Land Acquisition Subconsultant Teaming Commitment

Dear Mr. Samuelson:

This is a letter of intent between the proposer, Short Elliott Hendrickson Inc (SEH®) and a subconsultant, Kelly Lindstrom, Real Property Appraiser, to perform subcontract work on the above referenced project. Subcontracting work consists of real property appraisal services.

I hereby affirm that the information above is true and correct, and I, Kelly Lindstrom, am committed to provide the services described above.

I hereby certify that I am a duly authorized representative of the Company, that I am not aware of any potential conflict of interest the Company may have in providing these appraisal services.

Kelly Lindstrom

5/24/2023

Kelly Lindstrom
Certified General Appraiser
Minnesota Certified General Appraiser License #20315256

NOLAN APPRAISALS, LLC

Patricia Nolan | patricia@nolanappraisals.com

May 25, 2023

Scott Samuelson, PE
Short Elliott Hendrickson Inc.
717 Third Avenue SE
Rochester, MN 55904

RE: Downtown Rochester Link Rapid Transit Project – Right of Way & Land Acquisition Subconsultant Teaming Commitment

Dear Mr. Samuelson:

This is a letter of intent between the proposer, Short Elliott Hendrickson Inc (SEH®) and a subconsultant, Nolan Appraisals, LLC, to perform subcontract work on the above referenced project. Subcontracting work consists of land only appraisals.

I hereby affirm that the information above is true and correct, and Nolan Appraisals, LLC is committed to provide the services described above.

Sincerely,

Patricia J. Nolan
MN Certified General Real Property
Appraiser License No. 20243478
612-839-3659

WARFIELD APPRAISAL GROUP, LLC
REAL ESTATE APPRAISERS & CONSULTANTS

May 25, 2023

Scott Samuelson, PE
Short Elliott Hendrickson Inc.
717 Third Avenue SE
Rochester, MN 55904

RE: Downtown Rochester Link Rapid Transit Project – Right of Way and Land Acquisition
Subconsultant Teaming Commitment

Dear Mr. Samuelson:

This is a letter of intent between the proposer, Short Elliott Hendrickson Inc (SEH®) and a subconsultant, Warfield Appraisal Group LLC, to perform subcontract work on the above referenced project. Subcontracting work consists of real estate appraisals.

I hereby affirm that the information above is true and correct, and Warfield Appraisal Group LLC is committed to provide the services described above.

Sincerely,

Jeffrey Warfield, MAI
Warfield Appraisal Group LLC

SPRINGER APPRAISAL ASSOCIATES, INC.

REAL ESTATE VALUATION CONSULTANTS

CHARLES A. PAULSON, MAI
JAMES A. PAULSON, SRA
CHARLES R. SPRINGER, MAI SRA
ROBERT N. SPRINGER, MAI (1924-2004)

May 24, 2023

Scott Samuelson, PE
Short Elliott Hendrickson Inc.
717 Third Avenue SE
Rochester, MN 55904

RE: Downtown Rochester Link Rapid Transit Project – Right of Way and Land Acquisition Subconsultant Teaming Commitment

Dear Mr. Samuelson:

This is a letter of intent between the proposer, Short Elliott Hendrickson Inc (SEH®) and a subconsultant, Springer Appraisal Associates, Inc, to perform subcontract work on the above referenced project. Subcontracting work consists of review appraisal services.

I hereby affirm that the information above is true and correct, and Springer Appraisal Associates, Inc. is committed to provide the services described above.

Sincerely,

Charles A. Paulson, MAI
MN Certified General Appraiser #4002457

Evergreen Land Services Company
1515 East 66th Street, Suite 104
Richfield, MN 55423

Tel: (651) 882-0200
Fax: (651) 882-6564

May 25, 2023

Scott Samuelson, PE
Short Elliott Hendrickson Inc.
717 Third Avenue SE
Rochester, MN 55904

RE: Downtown Rochester Link Rapid Transit Project – Right of Way and Land Acquisition Subconsultant Teaming Commitment

Dear Mr. Samuelson:

This is a letter of intent between the proposer, Short Elliott Hendrickson Inc (SEH®) and a subconsultant, Evergreen Land Services, Company, to perform subcontract work on the above referenced project. Subcontracting work consists of MDA Valuations, Acquisition and Relocation services.

I hereby affirm that the information above is true and correct, and Evergreen Land Services, Company is committed to provide the services described above.

Sincerely,

Sincerely,

Matthew Storm

Matthew Storm
President
Evergreen Land Services, Co.

ROCHESTER TITLE
&
MINNESOTA SECURED TITLE
SERVICE BEYOND EXPECTATION

Main Office
2870 Superior Drive NW
Rochester, MN 55901
Phone: 507.282.6337
Fax: 507.282.9618

May 30, 2023

Scott Samuelson, PE
Short Elliott Hendrickson Inc.
717 Third Avenue SE
Rochester, MN 55904

RE: Downtown Rochester Link Rapid Transit Project – Right of Way and Land Acquisition Subconsultant Teaming Commitment

Dear Mr. Samuelson:

This is a letter of intent between the proposer, Short Elliott Hendrickson Inc (SEH®) and a subconsultant, Rochester Title & Escrow Company, to perform subcontract work on the above referenced project. Subcontracting work consists of title search.

I hereby affirm that the information above is true and correct, and Rochester Title & Escrow Company is committed to provide the services described above.

Sincerely,

Sara Govrik, Staff Attorney
Rochester Title & Escrow Company, Inc.
Direct Dial: (507) 361-6133
Email: sgovrik@rochestertitle.com

VAN BEEK LAW

KNOWLEDGEABLE. DILIGENT. EFFECTIVE.

May 25, 2023

Scott Samuelson, PE
Short Elliott Hendrickson Inc.
717 Third Avenue SE
Rochester, MN 55904

RE: Downtown Rochester Link Rapid Transit Project – Right of Way and Land Acquisition Subconsultant Teaming Commitment

Dear Mr. Samuelson:

This is a letter of intent between the proposer, Short Elliott Hendrickson Inc (SEH®) and Van Beek Law, LLC to perform work on the above referenced project. I understand Short Elliott Hendrickson Inc will supply 40 year searches along with copies of all the recorded documents for each parcel to my office for my examination. With regards to each parcel, Van Beek Law, LLC will complete the following tasks:

1. Prepare a letter report addressed to SEH setting forth the status of title based on the documentation provided.
2. Prepare proposed Purchase Agreement forms.
3. Prepare the necessary document(s) of conveyance for the interest to be conveyed.
4. If necessary, prepare proposed release of mortgage(s), release of easements, release of mechanic liens, and other necessary releases in order to provide clean title.

I hereby affirm that the information above is true and correct, and Van Beek Law, LLC is committed to provide the services described above.

Sincerely,

VAN BEEK LAW, LLC

Beau J. Van Beek

507.474.7080
bjvanbeek@hbci.com
www.beauvanbeeklaw.com

111 E. Riverfront St.
Suite 105
Winona, MN 55987

Dodd Advisory
& Valuation LLC

10679 Utica Road - Bloomington, MN 55437 (952) 897-0034 Cdodd.agri@gmail.com

Date: June 1, 2023

To: Scott Samuelson, PE
Short Elliott Hendrickson Inc.
717 Third Avenue SE
Rochester, MN 55904

RE: Downtown Rochester Link Rapid Transit Project - Right of Way and Land Acquisition Subconsultant Teaming Commitment

Dear Mr. Samuelson,

This is a letter of intent between the proposer, Short Elliott Hendrickson Inc. (SEH®) and a sub-consultant, Dodd Advisory & Valuation LLC, to perform subcontract work on the above referenced project. Subcontracting work consists of FFE appraisals.

I hereby affirm that the information above is true and correct, and Dodd Advisory & Valuation LLC is committed to provide the services described above.

Sincerely,

Dodd Advisory & Valuation LLC

Clay M Dodd

Certified General Real Property Appraiser
MN: 20019812

Building a Better World for All of Us®

Change of Scope Authorization No. 2

Date: **September 18, 2025**

Original Contract Date: **June 26, 2023**

To: Joshua DeFrang, Project Manager
City of Rochester, MN
201 4th Street SE, Room 108
Rochester, MN 55904

Original Contract Amount:	$ 466,170.00
Previous Request Amounts:	$ 45,000.00
Current Request Amount:	$ 55,000.00
Total Contract Amount:	$ 566,170.00

Project Name: Downtown Rochester Link Rapid Transit Project – Right of way and Land Acquisition

SEH Project No.: ROCHC 173427

This document briefly outlines the change of scope and fee for the proposed additional work you have requested. All terms and conditions set forth in the original agreement shall apply to this additional work. The work in question will proceed upon receipt of your written authorization, provided by your signature on this form.

Change of Scope:
The Rochester Link BRT project is currently under construction. As the project progresses, the City of Rochester has requested additional right-of-way services from our R/W team to address items that have emerged during construction. These services were not anticipated prior to the commencement of construction. SEH is therefore requesting an amendment to our agreement to account for the costs associated with these unforeseen tasks. These items include:

1. Updated title searches by Rochester Title for Parcels 32-33, 38A and 38B.
2. Updated appraisals for Parcels 32-33, 38A, and 38B being completed by Kelly Lindstrom to account for the required soil nailing adjacent to the St. Mary's transit station (north of 2nd Street) and the relocation of a fiber optic conduit bank on the south side of 2nd Street.
3. Three (3) additional appraisal reviews by Springer Appraisals for the updated appraisals indicated above.
4. Development of conveyance documentation by Van Beek Law regarding the three parcels above.
5. Communication with the associated property owners, obtainment of the necessary easements/rights of entry to encompass the anticipated construction changes by SEH.
6. Easement staking in the field by SEH for upcoming appraisal viewing
7. Preparation of relocation documents associated with the replacement of power and data lines on Parcel 49.

Compensation:
The services described above will be provided on an Hourly basis upon your authorization and in accordance with the original contract. The additional fees for these services are estimated to be **$55,000.00**.

Short Elliott Hendrickson, Inc.

Approved by: Scott Samuelson Date: 09/18/2025
Printed Name: Scott Samuelson

Building a Better World
for All of Us®

CLIENT AUTHORIZATION

The above work items and price are satisfactory, and SEH is hereby authorized to proceed:

Signature/Title: _____ Date: _____
Printed Name:

This Change of Scope Authorization shall constitute the project agreement for this work.

RESOLUTION

Amending Contract for Project No. J8707 Right of Way and Land Acquisitions Engineering Services

WHEREAS, pursuant to a request for qualifications for the following services: Project No. (**J8707) Right of Way and Land Acquisitions Engineering Services**, the following firm was approved by Council on June 5, 2023:

Short Elliot Hendricks, Inc. $466,170

WHEREAS, it appears that **Short Elliot Hendricks, Inc.** is the quality and responsible consultant selected;

WHEREAS, the contract will be amended to **Short Elliot Hendricks, Inc.** not to exceed an amount of $566,170 without authorization.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Rochester, Minnesota, that the fee of **$566,170** is hereby accepted and execution of the standard City contract for services with **Short Elliot Hendricks, Inc,** is authorized for the following contract related to Right of Way and Land Acquisitions Engineering Services related to Project No. **J8707 Rochester Link Bus Rapid Transit Project**; and

BE IT FURTHER RESOLVED that the consultant shall execute all contracts within ten days after the contract is ready for their signature, and if not executed by them in said time, they shall be deemed to have abandoned the same.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF ROCHESTER, MINNESOTA, THIS _____ DAY OF _____, 2025.

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF _____, 2025.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

F.11

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Revocable Permit and Agreement with Mayo Clinic - East Gonda Building Entrance Private Improvements within 2nd Ave SW Right-of-Way and Watermain Utility Easement

MEETING DATE:
October 6, 2025

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:

Authorizing a revocable permit and agreement ("the agreement") with Mayo Clinic for placement of private improvements within the right-of-way of 2nd Ave SW and a watermain utility easement as part of the upgrades being made to the east entrance of Mayo Clinic's Gonda Building.

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 approval for the private improvements to be placed within the right-of-way of 2nd Ave SW and a watermain utility easement. The private improvements include wayfinding signage, landscape plantings, streetlight, planter wall, bollards, building canopy, snowmelt system, decorative concrete roadway pavement, decorative concrete sidewalk with exposed aggregate, and chilled water lines. The private improvements are part of Mayo Clinic's upgrades to the east entrance of the Gonda Building.

The Owner will install and maintain the private improvements at its own expense, as well as any damage to public facilities. Public Works has reviewed the request and recommends in favor of the revocable permit and agreement ("the agreement"). The agreement includes language for revocation and liability protection for the City. The agreement has been provided to the Owner for its execution prior to execution and recording by City.

Priorities & Foundational Principles:

Fiscal Responsibility & Sustainability
Public Safety

Policy Considerations & DEI Impact:

The permit and agreement with Mayo Clinic are a requirement per the Rochester City Code of Ordinances (RCO), Sec. 9-2-5. The City strives to keep its public rights-of-way in a state of good repair and free from unnecessary encumbrances in order to provide for and protect the health, safety, and welfare of its citizens, and to ensure the integrity of its streets and the appropriate use of the public rights-of-way.

Chapter 9-2 of the RCO, Public Right-of-Way Management, imposes reasonable regulation on the placement and maintenance of facilities and equipment currently within the city's rights-of-way. This

chapter is intended to complement the regulatory roles of state and federal agencies. Under this chapter, persons using, excavating, and obstructing the rights-of-way will bear financial responsibility for their work and will be required to maintain, support, protect, or move their facilities.

Prior Legislative Actions & Community Engagement:

This agreement is a stand-alone item. There are no prior actions or community engagement to report at this time.

Fiscal & Resource Impact:

Public Works collects a document preparation and recording fee for 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 - Private Improvements for Gonda Bldg East Entrance

REVOCABLE PERMIT AND AGREEMENT

THIS REVOCABLE PERMIT AND AGREEMENT (hereinafter "Permit" or "Agreement," depending on the context used), effective this 23rd day of September, 2025, between the **City of Rochester**, a Minnesota municipal corporation, hereinafter referred to as "City", **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.

(Torrens Property)

B. Mayo has applied to the City for a revocable permit to allow various private improvements to be constructed within the public right of way of 2nd Avenue SW (hereinafter referred to as "Right of Way") and within a watermain utility easement area (hereinafter referred to as "Easement") located on the Property. The impacted Easement is described in Document Number T-163267 recorded on June 26, 2025 with the Office of the Registrar of Titles of Olmsted County, Minnesota; 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 assigns.

NOW, THEREFORE, IT IS MUTUALLY AGREED by the City and Mayo as follows:

1. The City consents to placement of the following private improvements (hereinafter "Private Improvements") described below in the Right of Way and Easement in a manner consistent with details of the Civil Construction plans associated with Grading Permit R24-0061GF which have been approved by the City, and as depicted for general location reference within **EXHIBIT A** and **EXHIBIT B** of this Agreement. The concrete paving plan which has been approved by the City is included as **EXHIBIT C** of this Agreement.

   "Private Improvements" mean collectively:

   - Wayfinding signage within Easement
   - Landscape plantings within Easement
   - Streetlight within Right of Way
   - Planter wall within Easement
   - Bollard within Right of Way
   - Canopy within Easement
   - Snowmelt system within Right of Way
   - Snowmelt system within Easement (collectively with the Snowmelt system within the Right of Way, the "Snowmelt System")
   - Decorative concrete roadway pavement ("Decorative Pavement") and decorative concrete sidewalk with exposed aggregate ("Decorative Sidewalk") within Right of Way and Easement
   - Chilled water lines within the Right of Way

2. Mayo shall perform all work and bear all costs associated with the installation, maintenance, and repair of said Private Improvements located within the Right of Way and Easement other than costs caused by the gross negligence or willful misconduct of the City.

3. As the Decorative Sidewalk does not meet City standards for concrete for sidewalk, the Property will be exempt from participation in the City's Sidewalk Improvement District maintenance program.

4. Mayo shall ensure the Decorative Sidewalk installed meets the Americans with Disabilities Act (ADA) standards.

5. Mayo shall perform scheduled maintenance of the Decorative Sidewalk once every five years or as otherwise consistent with the Downtown Sidewalk Improvement District schedule. Maintenance shall include replacement and repairs of sidewalk that meets or exceeds standards set by the Americans with Disabilities Act (ADA).

6. In the event Mayo does not complete the scheduled maintenance of the Decorative Sidewalk, the City will make such necessary repairs and replace the faulty Decorative Sidewalk with standard concrete to meet City standards. Mayo shall reimburse the City for any reasonable and actual costs incurred for replacement of the Decorative Sidewalk, and any additional reasonable and actual costs if specialty finished concrete is requested in writing by Mayo.

7. In the event Mayo does not perform maintenance of the Decorative Pavement such that the Decorative Pavement does not meet City standards, or is causing adverse impacts to the travelling public, the City will make such necessary repairs and replace the Decorative Pavement with standard concrete to meet City standards, provided the City may only take such steps to replace and repair in the event of unforeseen maintenance events after Mayo has the opportunity to commence such repair and replacement work within thirty (30) days after the City provides written notice to Mayo of such need for such work. Mayo shall reimburse the City for any reasonable and actual costs of replacement of the Decorative Pavement, and any additional reasonable and actual costs if Mayo requests such specialty finished concrete in writing.

8. Mayo is responsible for any additional costs to City projects attributable to the presence of the Snowmelt System within the Easement and Right of Way.

9. The City will not be responsible for repair of or bear the costs of any damage to the Snowmelt System caused by any contractor doing work in the Right of Way or Easement, unless the contractor is under contract with and performing work for the City.

10. In the event that Mayo fails to repair or replace the Decorative Sidewalk as required by this Agreement, Mayo shall make such repairs immediately and bear all costs of such repairs required to the public facilities to restore such facilities to the lesser of (a) the condition of such facilities prior to such damage by Mayo, and (b) the condition that would meet or exceed the applicable City standards.

11. 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.

12. 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 or Easement under the grant of authority contained herein or from the City's decision to revoke this Permit.

13. 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 and Easement.

14. Any additions and/or alterations/modifications, other than for maintenance purposes, shall be approved by the City prior to commencement of work activity.

15. Mayo agrees to execute the "Release and Hold Harmless Agreement" set forth in **Exhibit D** attached hereto.

16. 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 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.

17. The City shall use reasonable efforts, as reasonably determined by City Engineer, to not interfere with or damage the Private Improvements or interfere with the maintenance, operation, or removal of the Private Improvements.

18. 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.

19. 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.

20. 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.

21. The obligations set forth in this Permit shall run with the land and shall apply to the Mayo, its successors, or assigns.

22. Nothing in this Agreement shall be deemed to be a gift or dedication to the general public or for any public purpose whatsoever.

23. 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.

24. Mayo has paid to City $246.00 for document preparation and recording.

[Signature Pages Follow]

SIGNATURE PAGE
TO
REVOCABLE PERMIT AND AGREEMENT

IN WITNESS WHEREOF, the parties hereto have accepted and executed this Agreement on the dates set forth below.

City of Rochester,
a Minnesota municipal corporation

By: _____ Date: _____, 2025
Kim Norton, Mayor

Attest: _____ Date: _____, 2025
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: _____
Name: Eric Short
Its: Program Manager - FBS

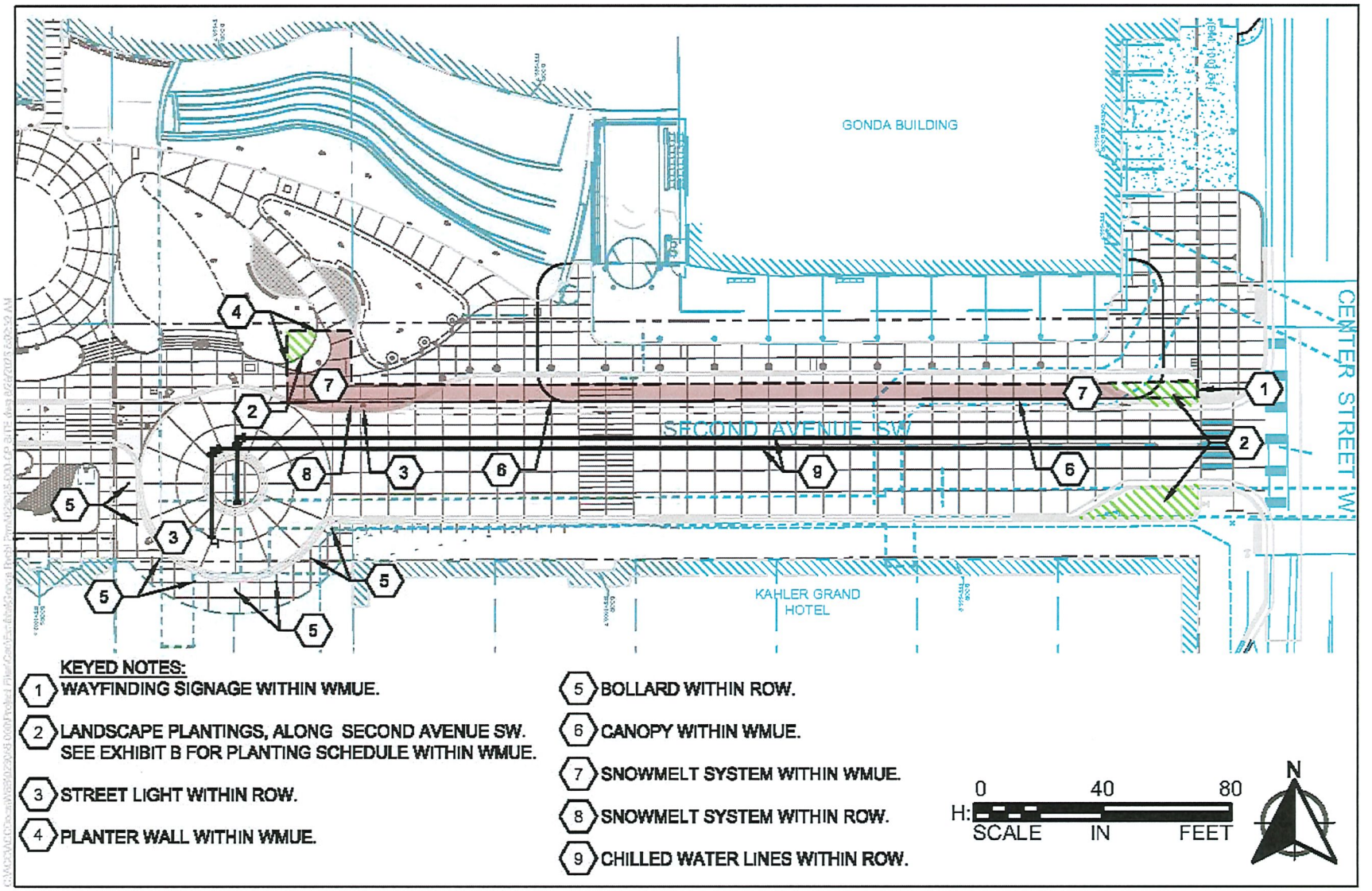
STATE OF MINNESOTA)
) SS
COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me on this 23 day of SEPTEMBER, 2025, by ERIC SHORT, the PROGRAM MGR. of Mayo Clinic, a Minnesota nonprofit corporation, on behalf of the nonprofit corporation.

_____
Notary Public

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

JACK D ROL
NOTARY PUBLIC
STATE OF MINNESOTA
My Commission Expires Jan. 31, 2030



KEYED NOTES:

1. WAYFINDING SIGNAGE WITHIN WMUE.
2. LANDSCAPE PLANTINGS, ALONG SECOND AVENUE SW. SEE EXHIBIT B FOR PLANTING SCHEDULE WITHIN WMUE.
3. STREET LIGHT WITHIN ROW.
4. PLANTER WALL WITHIN WMUE.
5. BOLLARD WITHIN ROW.
6. CANOPY WITHIN WMUE.
7. SNOWMELT SYSTEM WITHIN WMUE.
8. SNOWMELT SYSTEM WITHIN ROW.
9. CHILLED WATER LINES WITHIN ROW.

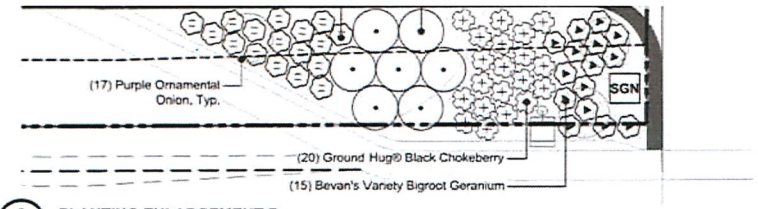
wsb

WSB PROJECT NO.:
023085-000
AUGUST 29, 2025

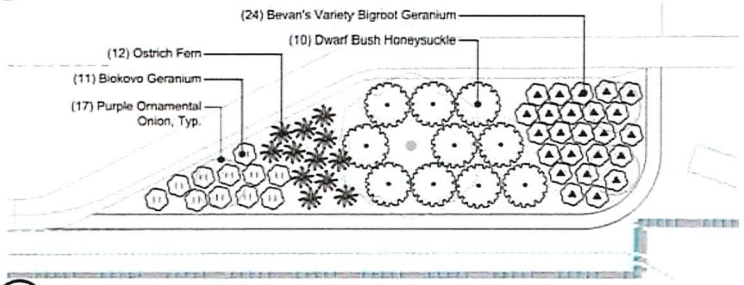
GONDA BUILDING ENTRANCE IMPROVEMENTS
MAYO CLINIC
ROCHESTER, MINNESOTA

EXHIBIT A

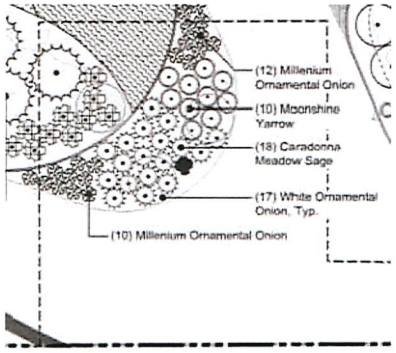
EXHIBIT A



2 1050 **PLANTING ENLARGEMENT B**
1" = 5'

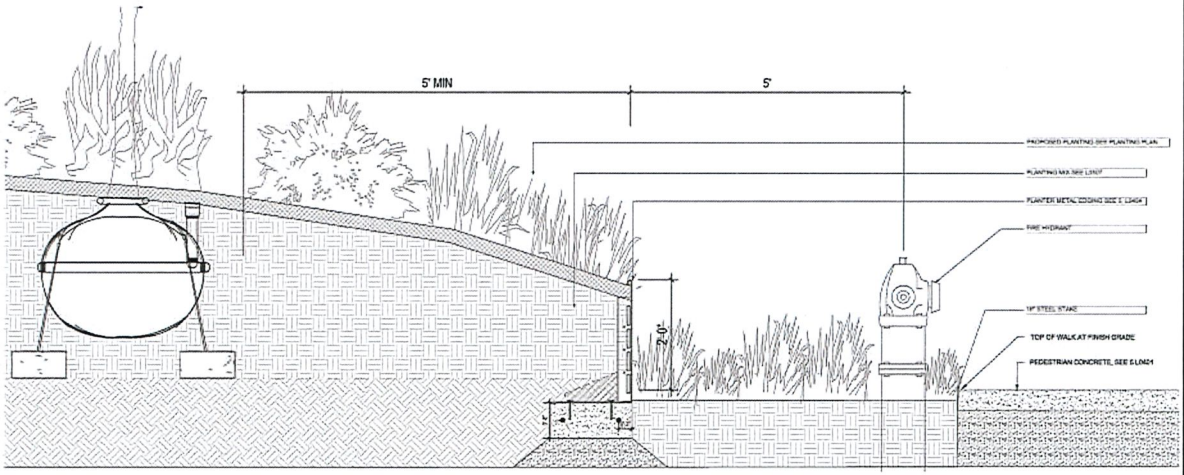


3 1050 **PLANTING ENLARGEMENT C**
1" = 5'



PLANT SCHEDULE ROW PLANT SCHEDULE

SYMBOL	CODE	BOTANICAL / COMMON NAME	SIZE	QTY
SHRUBS				
	DI	DIERVILLA LONICERA / DWARF BUSH HONEYSUCKLE	5 GAL	10
EVERGREEN SHRUBS				
	Gbs	PICEA PUNGENS 'GLOBOSA' / DWARF GLOBE BLUE SPRUCE	5 GAL	1
	Ty	TAXUS X MEDIA 'TAUNTONII' / TAUNTON'S ANGLO-JAPANESE YEW	5 GAL	5
PERENNIALS (SHADE)				
	gbc	ARONIA MELANOCARPA 'UCONNAM012' / GROUND HUG® BLACK CHOKEBERRY	1 GAL	14
	bvg	GERANIUM MACRORRHIZUM 'BEVAN'S VARIETY' / BEVAN'S VARIETY BIGROOT GERANIUM	1 GAL	34
	bkg	GERANIUM X CANTABRIGIENSE 'BIOKOVO' / BIOKOVO GERANIUM	1 GAL	17
	of	MATTEUCCIA STRUTHIOPTERIS / OSTRICH FERN	1 GAL	12
PERENNIALS (SUN)				
	my	ACHILLEA X 'MOONSHINE' / MOONSHINE YARROW	1 GAL	10
	alm	ALLIUM X 'MILLENIUM' / MILLENIUM ORNAMENTAL ONION	1 GAL	16
	ajs	HYLOTELEPHIUM SPECTABILE 'AUTUMN JOY' / AUTUMN JOY STONECROP	1 GAL	7
	snc	SALVIA NEMOROSA 'CARADONNA' / CARADONNA MEADOW SAGE	1 GAL	18
	CODE	BOTANICAL / COMMON NAME	CONT	QTY
BULBS				
	almb	ALLIUM STIPITATUM / PURPLE ORNAMENTAL ONION	BULBS	102
	walmb	ALLIUM X 'MOUNT EVEREST' / WHITE ORNAMENTAL ONION	BULBS	51



wsb

WSB PROJECT NO.: 023065-000
MARCH 27, 2025

GONDA BUILDING ENTRANCE IMPROVEMENTS
MAYO CLINIC
ROCHESTER, MINNESOTA

EXHIBIT B

EXHIBIT B

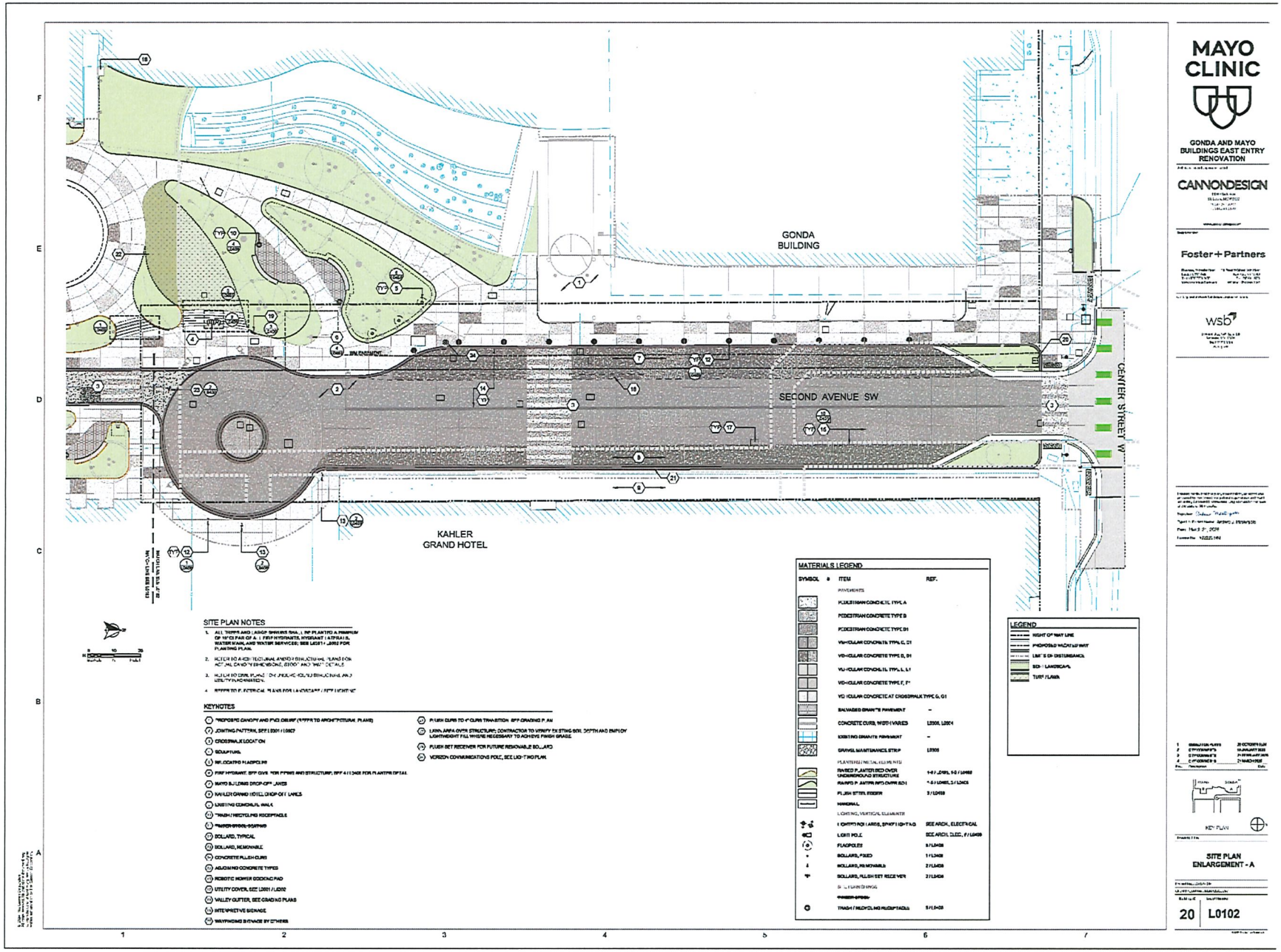

GONDA BUILDING
SECOND AVENUE SW
CENTER STREET W
KAHLER GRAND HOTEL
SITE PLAN NOTES
KEYNOTES
MATERIALS LEGEND
LEGEND
MAYO CLINIC
GONDA AND MAYO BUILDINGS EAST ENTRY RENOVATION
CANNONDESIGN
Foster+Partners
wsb
KEY PLAN
SITE PLAN ENLARGEMENT - A
20 L0102

EXHIBIT C

EXHIBIT D

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 or Easement 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: _____
Name: Eric O'Shaul
Its: Program Manager - FRS

STATE OF MINNESOTA)
) SS
COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me on this 23 day of SEPTEMBER, 2025, by ERIC SHORT, the PROJ. MGR of Mayo Clinic, a Minnesota nonprofit corporation, on behalf of the nonprofit corporation.

_____
Notary Public

JACK D ROL
NOTARY PUBLIC
STATE OF MINNESOTA
My Commission Expires Jan. 31, 2030

F.12

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Revocable Permit and Agreement with Mayo Clinic - SDSC Medium Voltage Electrical Distribution Upgrades Duct Bank in Right-of-Way

MEETING DATE:
October 6, 2025

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:
Authorizing a revocable permit and agreement ("the agreement") with Mayo Clinic for placement of an electrical duct bank within the right-of-way of Valleyhigh Dr NW.

Report Narrative:
Mayo Clinic is the Owner of the property described as Lots 1 and 2, Block 1, Replat of Lots 3 and 4, Kocer's Subdivision, Olmsted County, Minnesota. The Owner has requested permission to place electrical duct bank within the right-of-way of Valleyhigh Dr NW from the Owner's property located at 3131 Valleyhigh Dr NW to West Circle Dr. The duct bank is part of Mayo Clinic's SDSC Medium Voltage Electrical Distribution Upgrades project and will provide infrastructure upgrades required to support Mayo Clinic's Unbound expansion.

The Owner will install and maintain the private improvements at its own expense, as well as repair any damage to public facilities. Public Works has reviewed the request and recommends in favor of the revocable permit and agreement ("the agreement"). The agreement includes language for revocation and liability protection for the City. The Owner has executed the revised agreement. The agreement has been provided to the Owner for its execution prior to execution and recording by the City.

Priorities & Foundational Principles:
Economic Vibrancy & Growth Management
Public Safety

Policy Considerations & DEI Impact:
The permit and agreement with Mayo Clinic are a requirement per the Rochester City Code of Ordinances (RCO), Sec. 9-2-5. The City strives to keep its public rights-of-way in a state of good repair and free from unnecessary encumbrances in order to provide for and protect the health, safety, and welfare of its citizens, and to ensure the integrity of its streets and the appropriate use of the public right-of-way.

Chapter 9-2 of the RCO, Public Right-of-Way Management, imposes reasonable regulation on the placement and maintenance of facilities and equipment currently within the City's rights-of-way. This chapter is intended to complement the regulatory roles of state and federal agencies. Under this chapter, persons using, excavating, and obstructing the rights-of-way will bear financial responsibility for their work and will be required to maintain, support, protect, or move their facilities.

Prior Legislative Actions & Community Engagement:
This agreement is a stand-alone item. There are no prior actions or community engagement.

Fiscal & Resource Impact:
Public Works collects a document preparation and recording fee for the preparation and recording of the subject Revocable Permit and Agreement.

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

Prepared By:
Jamie Miller

Attachments:
Revocable Permit & Agreement - Mayo Clinic SDSC Electrical Upgrades Duct Bank in ROW

REVOCABLE PERMIT AND AGREEMENT

THIS REVOCABLE PERMIT AND AGREEMENT (hereinafter “Permit” or “Agreement,” depending on the context used), effective this _____ day of _____, 2025, 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”):

Lots 1 and 2, Block 1, Replat of Lots 3 and 4, Kocer’s Subdivision

B. Mayo has applied to the City for a revocable permit to allow placement of utility duct bank within the right of way of Valleyhigh Drive NW (hereinafter referred to as “Right of Way”) as part of Mayo’s SDSC Medium Voltage Electrical Distribution Upgrades project, which impacts the Property.

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 assigns.

NOW, THEREFORE, IT IS MUTUALLY AGREED by the City and Mayo as follows:

1. Subject to Mayo’s full compliance with the terms of this Agreement, the City consents to placement of a utility duct bank within the Right of Way in a manner consistent with details of the approved Civil Construction plans associated with Grading Permit R25-0022GF, and as depicted for general location reference within **EXHIBIT A** and **EXHIBIT B** of this Agreement.
2. Mayo shall perform all work and bear all costs associated with the installation, maintenance, and repair of said utility duct bank located within the Right of Way.

3. In the event that damage may occur to public facilities as a result of said utility duct bank being located within said Right of Way, Mayo shall make immediate repairs and bear all costs of City-ordered repairs to the public facilities unless such damage is caused by City or some third-party that is not hired or controlled by Mayo.

4. Mayo shall ensure that the use of said utility duct bank shall be in accordance with all applicable City codes and other provisions of law and proper maintenance of the utility duct bank occurs to minimize the impact on the public's infrastructure.

5. Mayo shall hold the City harmless and defend the City for any and all damages, or from any and all claims or causes of action made by any party resulting from the 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 this Permit.

6. This Permit is for the specific utility duct bank included and shown herein. No additional encroachments are authorized by this Agreement to be installed within said Right of Way.

7. Any additions and/or alterations/modifications, other than for maintenance purposes, shall be approved by the City prior to commencement of work activity.

8. Mayo agrees to execute the Release and Hold Harmless Agreement attached hereto as **EXHIBIT C**.

9. 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 equipment, 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 private buried or underground utility duct bank, the City may proceed to remove all or a part thereof without liability for damages to Mayo. Mayo shall reimburse the City for any 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.

10. The City shall use reasonable efforts, as determined by City Engineer, to not interfere with or damage the utility duct bank and its improvements or interfere with the maintenance, operation, or removal of the utility duct bank.

11. 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.

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

13. In the event that 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.

14. The obligations set forth in this Permit shall run with the land and shall apply to Mayo, its successors, or assigns.

15. Nothing in this Agreement shall be deemed to be a gift or dedication to the general public or for any public purpose whatsoever.

16. Every notice required or otherwise given under this Agreement shall be in writing and shall be deemed to have been given and delivered three (3) business days after deposit when mailed by certified or registered United States mail, return receipt requested or one (1) business day when sent by overnight nationally recognized courier for overnight delivery, to each party:

TO MAYO:

Mayo Clinic
Attn: Mayo Clinic Legal Department
200 First Street SW
Rochester, MN 55905

Mayo Clinic
Attn: Chair, Department of Facilities
and Support Services
200 First Street SW
Rochester, MN 55905

TO CITY:

City of Rochester
Attn: City Engineer and City Attorney's Office
4001 West River Parkway NW, Suite 100
Rochester, MN 55901

Either party may change the person(s) to or place where notices are given under this Agreement upon seven (7) days' written notice to the other party. If a party's address is not known to the party desiring to send a notice, the address to which property tax bills for the property owned by such party are sent may be used. Any party may change its address for notice by written notice to all other parties.

17. Mayo has paid to City $292.00 for document preparation and recording.

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

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: _____, 2025
Kim Norton, Mayor

Attest: _____ Date: _____, 2025
Ann Kasel, City Clerk
Olmsted County, Minnesota, ex officio notary public
My term is indeterminate
See Minn. Stat. § 358.15(a)(2)

Mayo Clinic,
a Minnesota non-profit corporation

By: _____

Its: _____

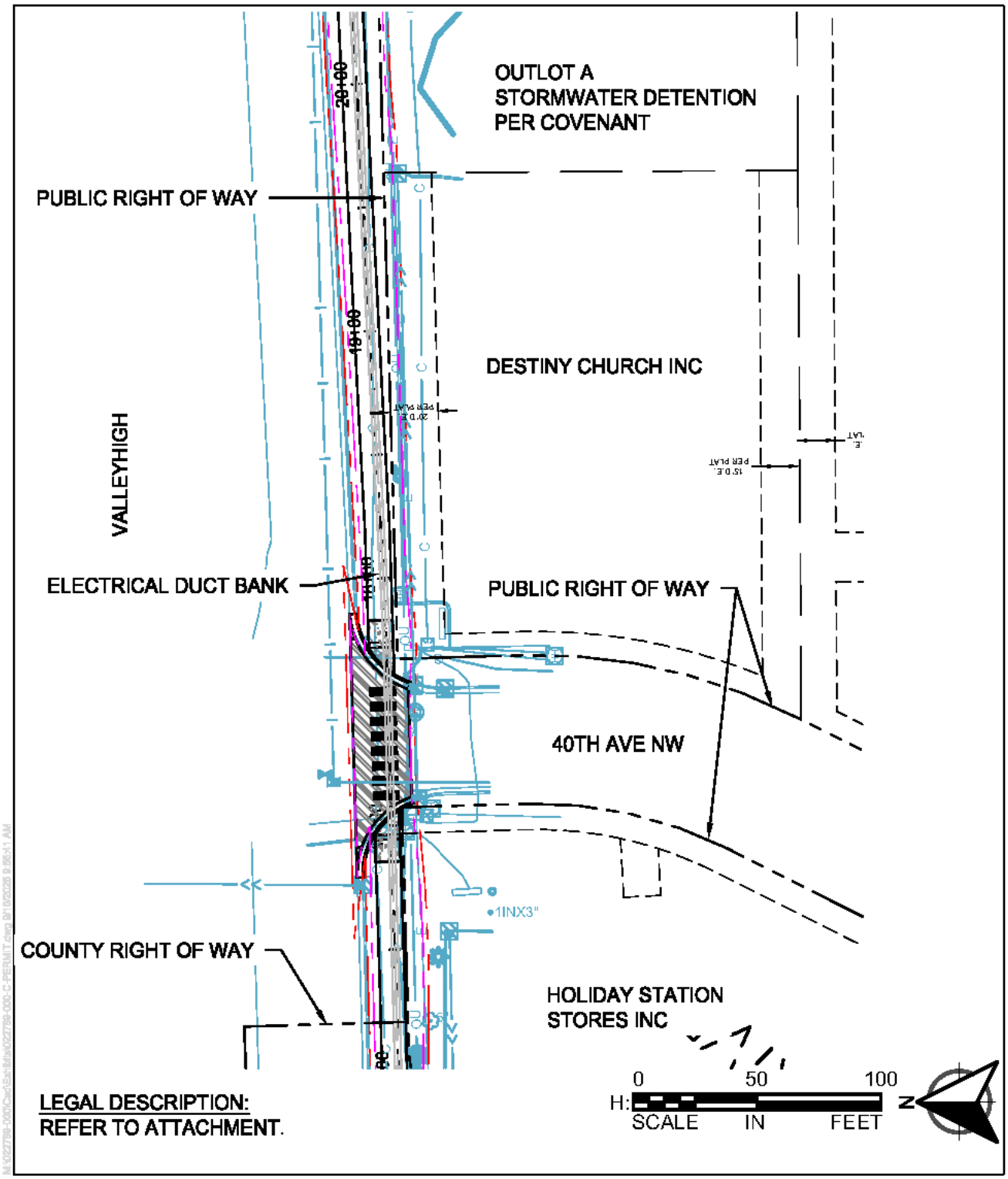
STATE OF MINNESOTA)
) SS
COUNTY OF OLMSTED)

On this ___ day of _____, 2025, before me, a notary public within and for said county, personally appeared _____**,** the _____ of **Mayo Clinic**, a Minnesota non-profit corporation, personally known to me to be the person described in the foregoing instrument and acknowledged that he/she executed the same as his/her free will and on behalf of the non-profit corporation.

_____
NOTARY PUBLIC

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

EXHIBIT A



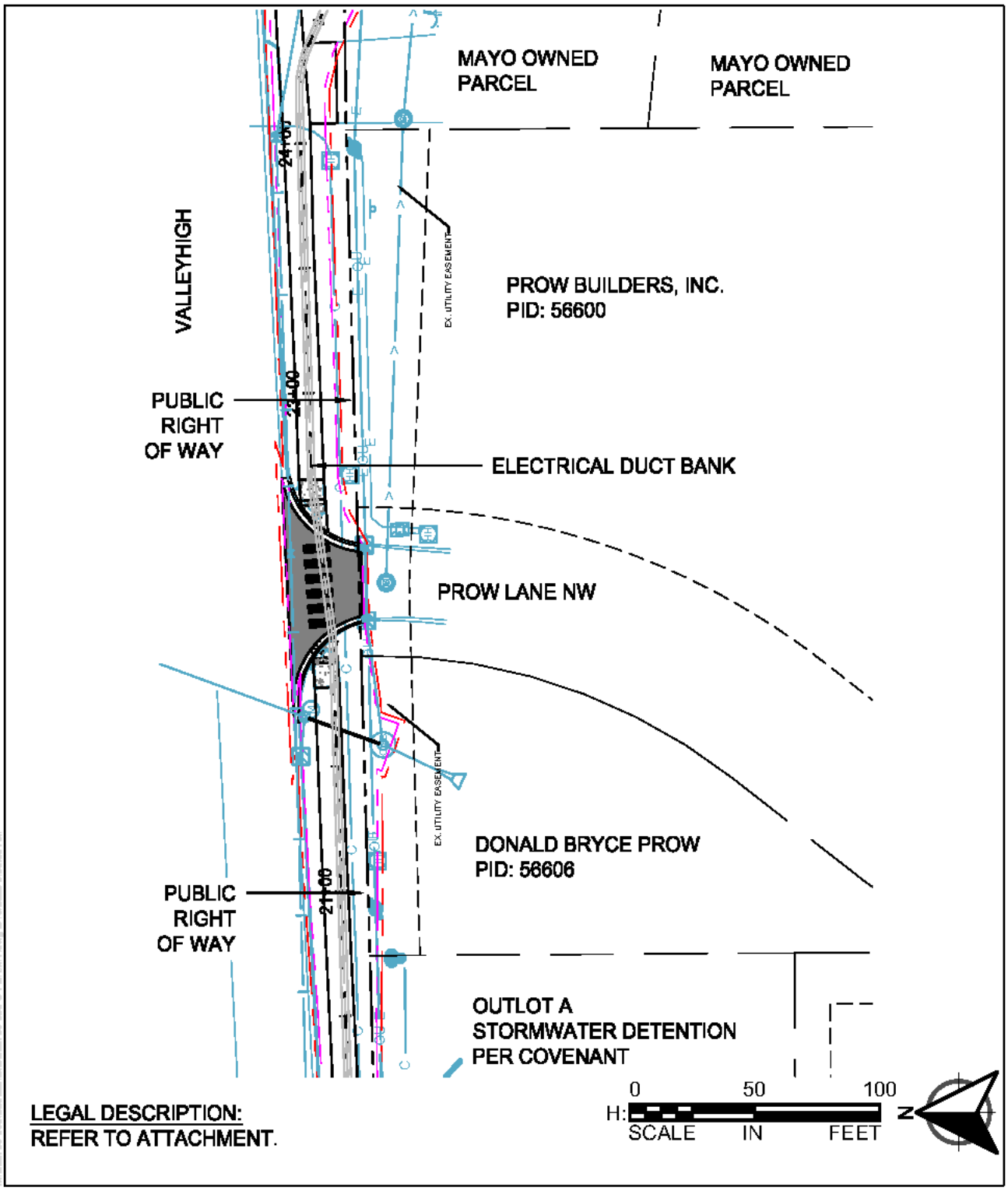
wsb

WSB PROJECT NO.:
XXXXXX-XXX
MONTH DD, YYYY

REVOCABLE PERMIT EXHIBIT FOR
SDSC MEDIUM VOLTAGE ELECTRICAL
DISTRIBUTION UPGRADE
ROCHESTER, MINNESOTA

EXHIBIT
A

EXHIBIT B



WSB PROJECT NO.:
XXXXXX-XXX
MONTH DD, YYYY

REVOCABLE PERMIT EXHIBIT FOR
SDSC MEDIUM VOLTAGE ELECTRICAL
DISTRIBUTION UPGRADE
ROCHESTER, MINNESOTA

EXHIBIT
B

EXHIBIT C

RELEASE AND HOLD HARMLESS AGREEMENT

The undersigned does hereby agree to 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 (unless caused by the City or some third-party that is not hired or controlled by Mayo), including any takings claims, in any action resulting from the granting of this Permit or the placement of the utility duct bank within public right of way or easement during the term of the Permit, from the undersigned's use of the City's Right of Way under the grant of authority contained herein or resulting from the City's decision to revoke the Permit.

Mayo Clinic,
a Minnesota non-profit corporation

By: _____

Its: _____

STATE OF MINNESOTA)
) SS
COUNTY OF OLMSTED)

On this ___ day of _____, 2025, 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

Reconstruction of 2 Ave SW from 1 St SW to Center Street West - Project No. J7858

MEETING DATE:
October 6, 2025

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:

Adopting a Resolution approving a contract with Carl Bolander & Sons Co. in the amount of $744,228 for 2025 Reconstruction of 2 Ave SW from 1 St SW to Center Street West - Project No. J7858.

Report Narrative:

On October 21, 2024, the Council approved a design services contract with WHKS for the preliminary design of the reconstruction of 2 Ave SW, extending from 1 St SW to Center St W. This reconstruction project is being coordinated with Mayo Clinic's planned private improvements associated with the Bold. Forward. Unbound. in Rochester initiative.

The infrastructure in this area has reached the end of its service life, presenting the City with the opportunity to carry out improvements in coordination with Mayo Clinic's work to minimize disruption. The overall project will involve the reconstruction of 2 Ave SW from 1 St SW to Center St W from curb to curb, including public utilities. This work is being coordinated with Mayo Clinic's construction between 2 St SW and 1 St SW (the west end of the existing Peace Plaza) and the surface improvements from 1 St SW to Center St W.

This project is solely replacing the public underground utilities on 2 Ave SW from 1 St SW to Center St West. Mayo has an independent project to make a private temporary roadway on 2 Ave SW from 1 St SW to 2 St SW and public roadway improvements on 2 Ave SW from 1 St SW to Center St West. The Mayo project work is independent of J7858. The private temporary roadway is to be used for Mayo bus drop-offs and is not a through street.

Upon completion of the final engineering design, the project was advertised for bids.

The following bids were received on September 23, 2025:

Bid Name	Total	TBD GFE
Carl Bolander & Sons Co.	$744,228	4%
A-1 Excavating LLC	$777,777	9.30%
Veit & Company, Inc.	$811,435	4%
Elcor Construction, Inc.	$2,526,430	4%

Engineer's Estimate	$557,565	4%

Carl Bolander & Sons Co. was the low apparent bidder. City staff are recommending the approval of a contract with Carl Bolander & Sons Co. in the amount of $744,228. This exceeds the engineer’s estimate; however, the increase is justified given the project's immediate timeline and Mayo’s concurrent DMC-related work. Construction is scheduled to begin on October 20, 2025, and be substantially complete by January 15, 2026.

Priorities & Foundational Principles:

Fiscal Responsibility & Sustainability
Quality Services

Policy Considerations & DEI Impact:

These projects are in alignment 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 is proposed in conjunction with work being done with Mayo's Bold. Forward. Unbound. in the Rochester project in the DMC area.

Prior Legislative Actions & Community Engagement:

The project is coordinated with Destination Medical Center (DMC) area improvements and Mayo's Bold. Forward. Unbound. in Rochester projects.

October 21, 2024: Council Meeting - Council approval of Preliminary Design Services.

December 5, 2024: DMC December Board Meeting - Board approval for funding.

March 3, 2025: Council Meeting – Council approval of contract with WHKS for Final Design.

Fiscal & Resource Impact:

All private construction and any resulting displacement of public infrastructure will be designed and constructed by the 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 construction contract (for City infrastructure) will be funded by Item 8 in the 2024 DMC December Board Meeting. Approving this contract and funding at this time will enable continued coordination between Public Works and Mayo Clinic's design team for the significant construction that will begin this year.

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:

Carson Johnson

Attachments:

Budget Sheet - 2025 Reconstruction of 2 Ave SW from 1 St SW to Center Street West - Project No. J7858

Project Location Map - Reconstruction of 2 Ave SW from 1 St SW to Center Street West Project No. J7858

Standard Form of Contract - 2025 Reconstruction of 2 Ave SW from 1 St SW to Center Street West â€“ Project No. J7858

Resolution - Award of Contract - 2025 Reconstruction of 2 Ave SW from 1 St SW to Center Street West â€“ Project No. J7858

BUDGET DATA SCHEDULE FOR CONSTRUCTION CONTRACT

Project Manager Matt Crawford | **Engineering Firm:** WHKS
Contractor: Carl Bolander & Sons Co. | **Project Inspector:** City

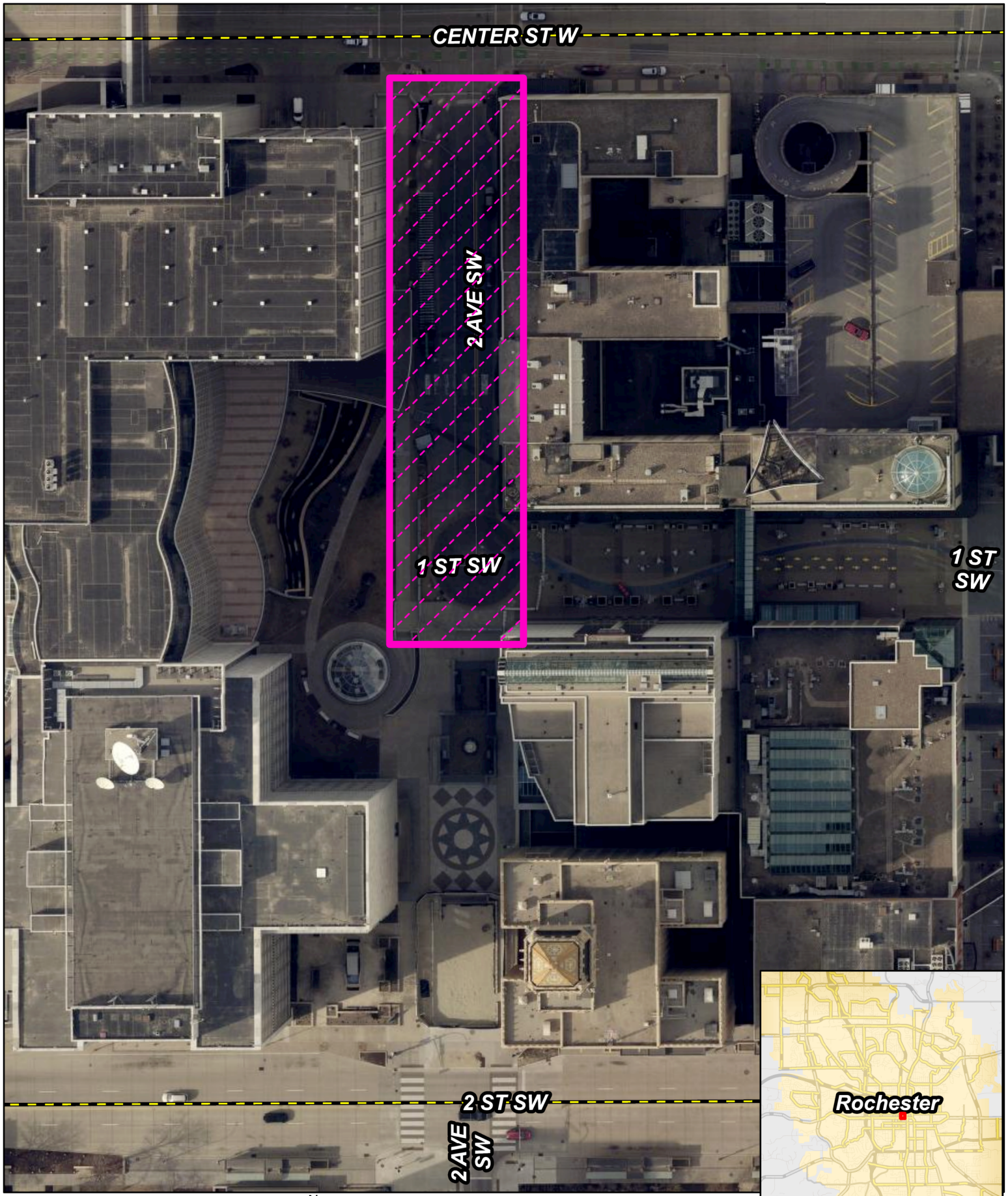
Project No.		**Capital Improvement Information:**		**Date of Origination**
J No.	7858	2024-2029	Page No.: 305	
State Aid No.		Type: DMC	CIP Project No.: 16	10/21/24
Description:	Reconstruction of 2 Ave SW from 1 St SW to Center Street West			**Project Substantial Completion Date**
				01/31/26

COUNCIL ACTION DATE	10/21/24	10/06/25	
	ENGINEER ESTIMATE / FEASIBILITY	**CONTRACT**	**FINAL**
CONSTRUCTION COSTS			
Sanitary Sewer (250)	$318,750.00	$469,244.00	
Street (350)	$105,165.00	$136,451.00	
Storm Sewer (450)	$99,850.00	$85,995.00	
Pedestrian Facilities (550)	$9,000.00	$1,800.00	
Service Connections (094)	$24,800.00	$50,738.00	
SUB-TOTAL	$557,565.00	$744,228.00	$0.00
Engineering, Interest, Contingencies	$167,269.50	$223,268.40	$0.00
Land Acquisition			
TOTAL	$724,834.50	$967,496.40	$0.00

FUNDING DISTRIBUTION				
	State DMC funds	$724,834.50	$967,496.40	

FUNDING DISTRIBUTION PERCENTAGE				
	State DMC funds	100.0%	100.0%	
	TOTAL	100.0%	100.0%	0.0%

2025 Reconstruction of 2 Ave SW from 1 St SW to Center Street West
Project No. J7858



CITY OF ROCHESTER MINNESOTA

N

1 inch = 81 FT

0 90 180 Feet

283

Print:9/30/2025

CITY OF ROCHESTER, MINNESOTA
FORM OF CONTRACT

THIS AGREEMENT, made and signed this _____ day of _____, 20 ____, by and between the City of Rochester, Minnesota, hereinafter called the "Owner" and **Carl Bolander & Sons Co., 251 Starkey St # 1, St Paul, MN 55107** 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

J7858-2025 Reconstruction of 2 Ave SW from 1 St SW to Center Street West

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 **January 31, 2026**.

ARTICLE III. The Owner agrees to pay and the Contractor agrees to receive and accept payment in accordance with the prices bid for the unit or lump sum items as set forth in the conformed copy of the Form of Proposal hereto attached, which prices shall conform to those in the accepted Contractor's proposal on file in the office of the City Clerk of Rochester, Minnesota, the aggregate of which prices, based on the approximate schedule of quantities, is estimated to be **$744,228**.

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

J7858-2025 Reconstruction of 2 Ave SW from 1 St SW to Center Street West

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

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

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

The City of Rochester, Minnesota

By_____
Kim Norton, Mayor

Attest_____
Ann M. Kasel, City Clerk

Contractor

By_____

_____Title

By_____

_____Title

Approved as to Form & Execution

_____
Michael Spindler-Krage, City Attorney

RESOLUTION

Awarding Contract for Project No. J7858-2025 Reconstruction of 2 Ave SW from 1 St SW to Center Street West

WHEREAS, pursuant to an advertisement for bids for the following improvement(s): Project No. **J7858-2025 Reconstruction of 2 Ave SW from 1 St SW to Center Street West**, the following bids were received complying with the advertisement:

Bid Name	**Total**
Carl Bolander & Sons Co.	**$744,228**
A-1 Excavating LLC	**$777,777**
Veit & Company, Inc.	**$811,435**
Elcor Construction, Inc.	**$2,526,430**; and

WHEREAS, it appears that **Carl Bolander & Sons Co.**is the lowest responsive and responsible bidder.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Rochester, Minnesota, that the bid of **$744,228,** is hereby accepted and execution of the standard City contract for construction with **Carl Bolander & Sons Co.,** is authorized for the following approved local improvements: Project No. **J7858-2025 Reconstruction of 2 Ave SW from 1 St SW to Center Street West**; and

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

BE IT FURTHER RESOLVED that the bidder shall execute all contracts within ten days after the contract is ready for their signature, and if not executed by them in said time, they shall be deemed to have abandoned the same.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF ROCHESTER, MINNESOTA, THIS _____ DAY OF _____, 2025.

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF _____, 2025.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Roadway Name Change: A Section of 36th St NW to 22nd Ave NW

MEETING DATE:
October 6, 2025

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:

1. Approving the renaming of a roadway section of 36th St NW located south of 37th St NW between 21st Ave NW and 22nd Ave NW, within Rolling Greens Third Addition, to 22nd Ave NW and;
2. Directing the City Attorney to prepare an Ordinance for first reading.

Report Narrative:

The City Traffic Engineer has requested to rename the section of 36th St NW located south of 37th St NW between 21st Ave NW and 22nd Ave NW, within Rolling Greens Third Addition, to 22nd Ave NW.

This frontage road corridor was reconstructed, and the streets were realigned in 2006, as part of the Minnesota Department of Transportation's ROC 52 project. The renaming of the roadway section of 36th St NW to 22nd Ave NW will eliminate confusion when navigating between 21st Ave NW and 22nd Ave NW. A street name sign identifying 22nd Ave NW will need to be installed at the intersection of 21st Ave NW and 22nd Ave NW.

There are no E911 addresses assigned to this section of 36th St NW.

Recommendations for street identification changes are covered by Unified Development Code Section 60.400.030L. Street name changes are listed in the Rochester Code of Ordinances, Chapter 75.01.

Priorities & Foundational Principles:

Quality Services

Policy Considerations & DEI Impact:

This north/south corridor has four different street names within a 1,200 ft stretch (21st Ave NW, 36th St NW, 22nd Ave NW, and East Frontage Rd Hwy 52 NW). Eliminating one of the names will reduce driver confusion and simplify the signage needed to identify the proper street names.

Prior Legislative Actions & Community Engagement:

January 21, 1959: Plat of Rolling Greens Third Addition

Fiscal & Resource Impact:

Street signage is estimated to cost $600 to reflect the roadway name change. The Traffic Operations Operating Budget will cover the cost.

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

Prepared By:
Sam Budzyna

Attachments:
Map - Renaming of 36th St NW to 22nd Ave NW

N
W
E
S
E Frontage Rd Hwy 52 NW
37 St NW
37 St NW
N Frontage Rd
37 Street NW
S Frontage Rd
37 Street NW
19 Ave NW
21 Ave NW
22 Ave NW
36 St NW
Hwy 52 NW
Hwy 52 NW
22 Ave NW
21 Ave NW
20 Ave NW
RCA to Rename Portions of 36 St NW to 22 Ave NW
September 9, 2025
290

F.15

REQUEST FOR ACTION

Septic System/Sanitary Sewer Utility Connection Agreement with Randall Ehleringer and Kari Douglas-Ehleringer - 2040 Merrihills Dr SW

MEETING DATE:
October 6, 2025

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Dillon Dombrovski

Action Requested:

Authorizing a Septic System/Sanitary Sewer Utility Connection Agreement with Randall Ehleringer and Kari Douglas-Ehleringer to allow for repair or replacement of the current septic system serving their property until the property can be connected to municipal sanitary sewer at a later date.

Report Narrative:

Randall Ehleringer and Kari Douglas-Ehleringer are the Owners of real estate generally described as part of Lot 9, Block 1, Merrihills Subdivision, Olmsted County, Minnesota. The property address is 2040 Merrihills Dr SW. The Owners' current septic system is non-compliant pursuant to the Olmsted County Subsurface Sewage Treatment System Ordinance. At this time, the City is unable to provide the sanitary sewer service needed to serve the property; therefore, the City has agreed to allow the Owners to replace/repair the existing septic system pursuant to Olmsted County regulations, and execution of an agreement for connection and payment of the charges upon the availability of City sanitary sewer to serve the Owners' property.

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

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

Priorities & Foundational Principles:

Economic Vibrancy & Growth Management
Quality Services for Quality Living

Policy Considerations & DEI Impact:

For the safety and health of the citizens of the City, as well as the environment, Chapter 12-2, Sanitary Sewage Disposal, of the Rochester City Code of Ordinances (RCO), regulates the disposal, collection, and treatment of sewage and wastewater within the jurisdiction of the City. Per RCO Sec.12-2-4, Private

Wastewater Disposal, when the public sanitary sewer is not available, the building sewer shall be connected to a private wastewater disposal system complying with the provisions of this section, and the owner shall obtain a permit issued by the city engineer before the commencement of construction of a private wastewater disposal system. The subject Septic System/Sanitary Sewer Utility Connection Agreement shall serve as the permit for the private wastewater disposal system (septic system) to serve the Owners' property.

Prior Legislative Actions & Community Engagement:

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

Fiscal & Resource Impact:

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

Alternative Action(s):

No alternative actions suggested at this time.

Prepared By:

Jamie Miller

Attachments:

Agreement - Sanitary Sewer Utility Connection Agreement - Douglas-Ehleringer

SEPTIC SYSTEM /
SANITARY SEWER UTILITY CONNECTION AGREEMENT

This AGREEMENT ("Agreement") is made this _____ day of _____, 2025, and effective the same, by and between **Randall Ehleringer** and **Kari Douglas-Ehleringer**, married to each other, (hereinafter referred to as "Owners"), and the **City of Rochester**, a Minnesota municipal corporation, (hereinafter referred to as "City"). All above-stated parties may be collectively referred to the "Parties."

WITNESSETH:

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

Lot 9, Block 1, Merrihills Subdivision

(Address: 2040 Merrihills Drive SW, Rochester, Minnesota 55902)
(PIN: 64.15.22.062733)

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

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

WHEREAS, Owners have requested that the Olmsted County Planning Department, Inspections Division, issue a permit to install, repair, or replace a septic system on the Property;

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

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

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

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

NOW, THEREFORE, in consideration of the mutual premises set forth, the Parties agree as follows:

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

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

3. Owners and City acknowledge that this Agreement constitutes a petition for local improvement to extend City sanitary sewer to serve the Property. If the City Council conducts a public hearing to consider whether a City sanitary sewer extension project should be made to serve the Property and surrounding area, the Owners will receive notice of the Public Hearing. Owners shall not object to or contest the City’s decision to initiate and construct such a City project. The notice of the Public Hearing is to notify the Owners that the City is considering the project and the estimated costs of the project.

4. Owners acknowledge that the Property is subject to a sanitary sewer connection charge and a trunk sanitary sewer rate charge for the Property to connect to the City sanitary sewer system. Owners shall make payment to the City for the connection charge and trunk sanitary sewer rate charge attributable to the property consistent with the City's connection charge policy in effect at the time the Property is connected to the City sanitary sewer system. Owners agree to pay the sanitary sewer connection charge and trunk sanitary sewer rate charge and not to contest the certification of unpaid charges to the county auditor for collection with other taxes if such charges are not paid. Certification of the unpaid charges would be for a period of ten years subject to the interest rate adopted by the Rochester City Council at the time of connection to the municipal sanitary sewer.

5. By executing this Agreement, Owners acknowledge they: (a) have entered into and executed 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 with opportunity 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. All Parties wish to avoid any development or administrative delays associated with a legal challenge to any of the terms of this Agreement. As such, all Parties agree, to the extent permitted by law, they will not challenge the legality of any term or condition found within this Agreement. Notwithstanding any provision in this Agreement to the contrary, this clause will survive the termination or expiration of this Agreement.

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

7. 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 this Agreement did not contain the particular term or provision held to be invalid.

8. The sanitary sewer connection charge and trunk sanitary sewer rate charge for the Property shall be determined consistent with the City of Rochester's connection charge policy in effect at the time of connection of the Property to the City sanitary sewer system. Prior to the start of a City sanitary sewer extension project to serve the Property, the City shall provide information to the Owners regarding the connection charge rates adopted for the project and how they are calculated and applied to the Property.

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

10. The obligations of the Parties hereunder shall bind their heirs, successors, and assigns, and shall be deemed a covenant running with the Property.

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

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

OWNERS:

_____

Randall Ehleringer

_____

Kari Douglas-Ehleringer

STATE OF _____)
) SS
COUNTY OF _____)

On this ___ day of _____, 2025, before me, a notary public within and for said county, personally appeared **Randall Ehleringer** and **Kari Douglas-Ehleringer**, married to each other, who are personally known to me to be the persons described in the foregoing instrument, and acknowledged that they executed the same as their free will and on their own behalf.

_____

NOTARY PUBLIC

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

City of Rochester,
a Minnesota municipal corporation

By: _____ Date: _____
Kim Norton, Mayor

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

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

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Property Acquisition for Sanitary Sewer Improvements West Zumbro WZ-04-1019 Phase 2- Project No. J7854

MEETING DATE:
October 6, 2025

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Tyler Niemeyer

Action Requested:

Adopting a Resolution authorizing initiation of property acquisition for Sanitary Sewer Improvements West Zumbro WZ-04-1019 Phase 2- Project No. J7854 with the following conditions:

1. City ownership of the Easements is necessary and for a public purpose in furtherance of the Project;
2. The proper City officers and agents are authorized and directed to secure the City's ownership of the Easements by direct purchase and, if necessary, through the exercise of eminent domain;
3. The City Administrator is authorized to approve the appraised values for the Easements for the purposes of using the "quick take" procedure under Minn. Stat. § 117.042;
4. The Public Works Department is authorized to negotiate and acquire the Easements at appraised values, and the City Administrator is authorized to directly purchase and to settle the takings of the Easements at 15% above the appraised value or up to $50,000, whichever amount is greater;
5. The City Attorney or his designee is authorized and directed to take all steps reasonably necessary on behalf of the City to commence eminent domain proceedings to take the Easements that cannot be timely purchased, including using the "quick take" procedure under Minn. Stat. § 117.042.

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 Phase 1 (Project No. J7854) is currently under construction and is scheduled to be completed in December of 2025.

Sanitary Sewer Improvements West Zumbro WZ-04-1019 Phase 2 (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. Due to conflicts within the existing sewer easement, a new sewer route is required to complete the project. Existing utilities, railroad right-of-way, existing buildings, and the West Circle bridge (at Highway 14) piers have made the replacement of the existing sewer in the current location not feasible. A new route has been identified on vacant lands north of the existing railroad, and new easements will need to be acquired.

Sanitary Sewer Improvements West Zumbro WZ-04-1019 Phase 2 (Project No. J7854) project is planned to be constructed in 2026, and easements need to be obtained before the project can go out to bid. City staff and WHKS staff reached out to property owners to discuss the reason for the project and the need for the easements.

Priorities & Foundational Principles:

Economic Vibrancy & Growth Management
Quality Services for Quality Living

Policy Considerations & DEI Impact:

The 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 the 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 the construction of J7849 was approved.
September 9, 2024: Council Meeting - Contract with WHKS for Design Services for J7854 was approved.
June 16, 2025: Council Meeting - Contract with Elcor for the construction of J7854 Phase 1 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. Easement acquisitions will be funded by the CIP and as part of the design costs to prepare the project for bidding.

Alternative Action(s):

No alternative actions are suggested at this time.

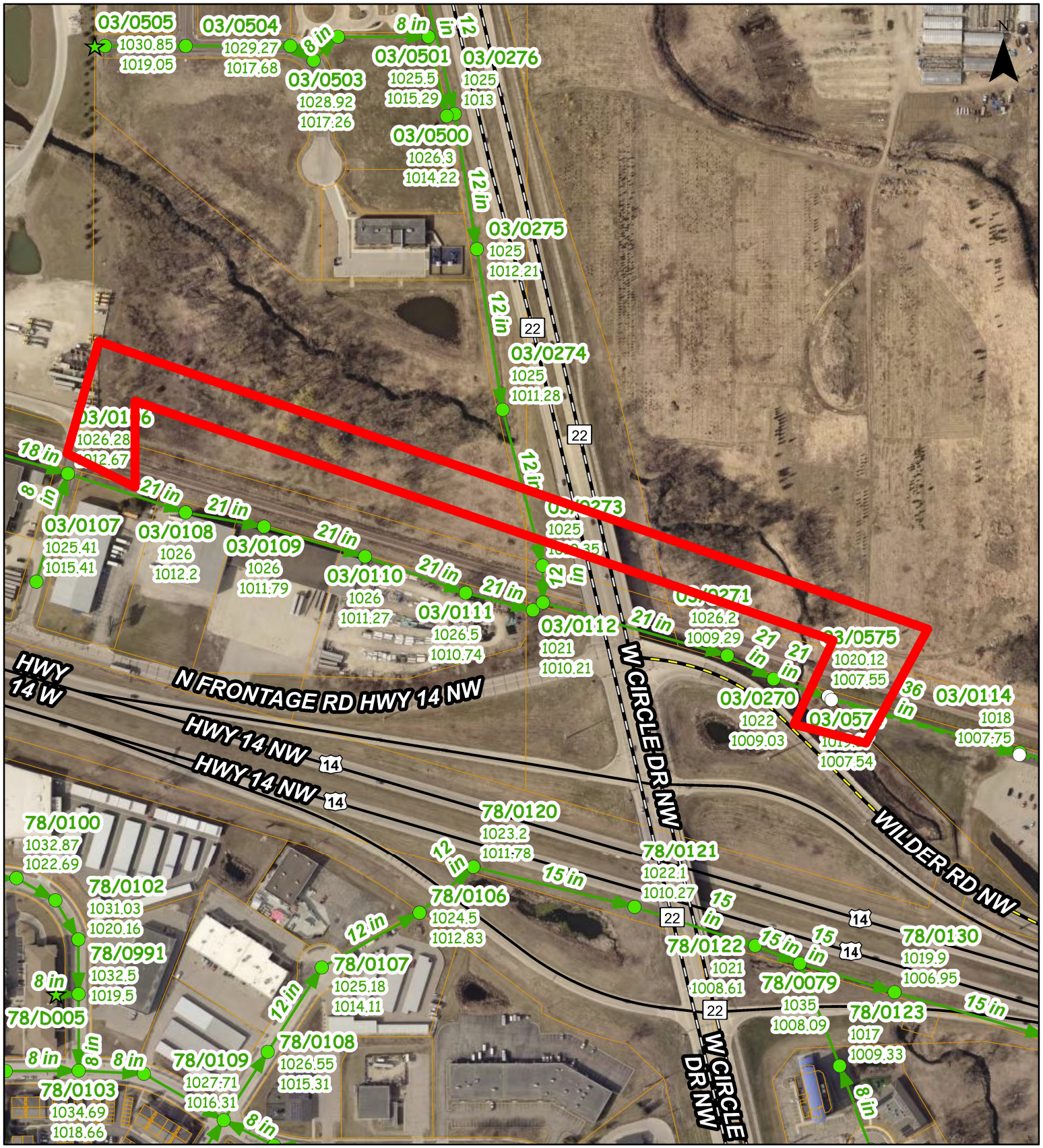
Prepared By:

Matt Crawford

Attachments:

Map - Project Location Project No. J7854 Phase 2

Resolution-Authorizing Property Acquisitions for Project No. J7854 Phase 2



Path: B:\Enterprise\GIS\resources\Pro Documents\Basemap\Basemap - Pro.aprx

0 0.02 0.04 0.09 Miles

J7854 Phase 2 Project Map

Map Created On *Enter Date*

Parcel Boundary (Olmsted Co)

Rochester City Limit (Olmsted Co)

Roadway Centerlines

RoadSystem

- Interstate and State Hwy
- County State Aid Hwy
- County Road
- Municipal State Aid Street

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.

RESOLUTION

Authorizing Property Acquisition for the 2026 Sanitary Sewer Improvements West Zumbro WZ-04-1019 Phase 2 Project (J7854)

WHEREAS, the 2026 Sanitary Sewer Improvements West Zumbro WZ-04-1019 Phase 2 Project City Project No. J7854 ("Project") will expand the sanitary sewer system and sanitary sewer services within the City, including the installation of new sanitary sewer lines along the CPKC railroad corridor; and

WHEREAS, the Common Council of the City of Rochester finds that it is reasonable, necessary and expedient for the public health safety and welfare to undertake the Project; and

WHEREAS, it is necessary to acquire certain temporary and permanent easements to construct, operate, and maintain the Project improvements; and

WHEREAS, the Common Council specifically finds that it is reasonably necessary, convenient, and in the interest of the general welfare that the City acquire for the Project the real estate interests depicted on Exhibit A, attached ("Easements");

WHEREAS, the Common Council finds that title to and possession of the Easements is required before construction of the Project can begin and before the filing of the final report of the condemnation commissioners to be appointed by the district court; and

WHEREAS, the City has engaged an independent real estate appraiser to provide the City with the appraiser's opinion of damages caused by the City's taking or purchase of the Easements; and

WHEREAS, City staff and consultants will work with the property owners to purchase the Easements if possible;

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

1. City ownership of the Easements is necessary and for a public purpose in furtherance of the Project;

2. The proper City officers and agents are authorized and directed to secure the City's ownership of the Easements by direct purchase and, if necessary, through the exercise of eminent domain;

3. The City Administrator is authorized to approve the appraised values for the Easements for the purposes of using the "quick take" procedure under Minn. Stat. § 117.042;

4. The Public Works Department is authorized to negotiate and acquire the Easements at appraised values, and the City Administrator is authorized to directly purchase and to settle the takings of the Easements at 15% above the appraised value or up to $50,000, whichever amount is greater;

5. The City Attorney or his designee is authorized and directed to take all steps reasonably necessary on behalf of the City to commence eminent domain proceedings to take the Easements that cannot be timely purchased, including using the "quick take" procedure under Minn. Stat. § 117.042.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF

ROCHESTER, MINNESOTA, THIS_____DAY OF_____, 2025.

_____
PRESIDENT OF SAID COMMON COUNCIL

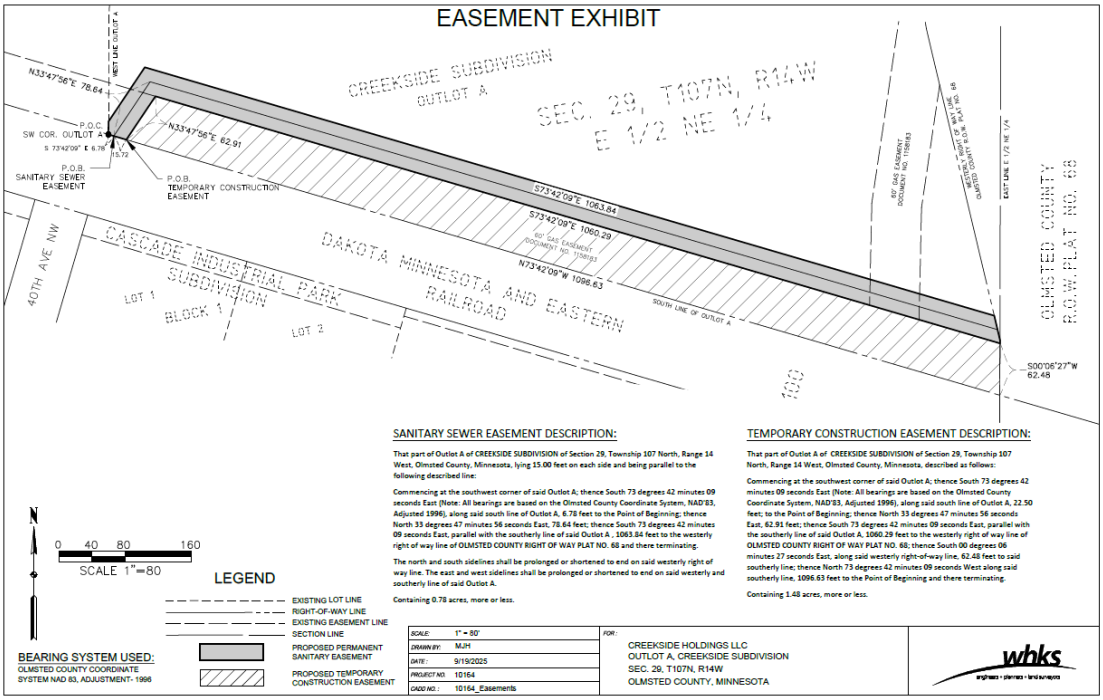
ATTEST: _____
CITY CLERK

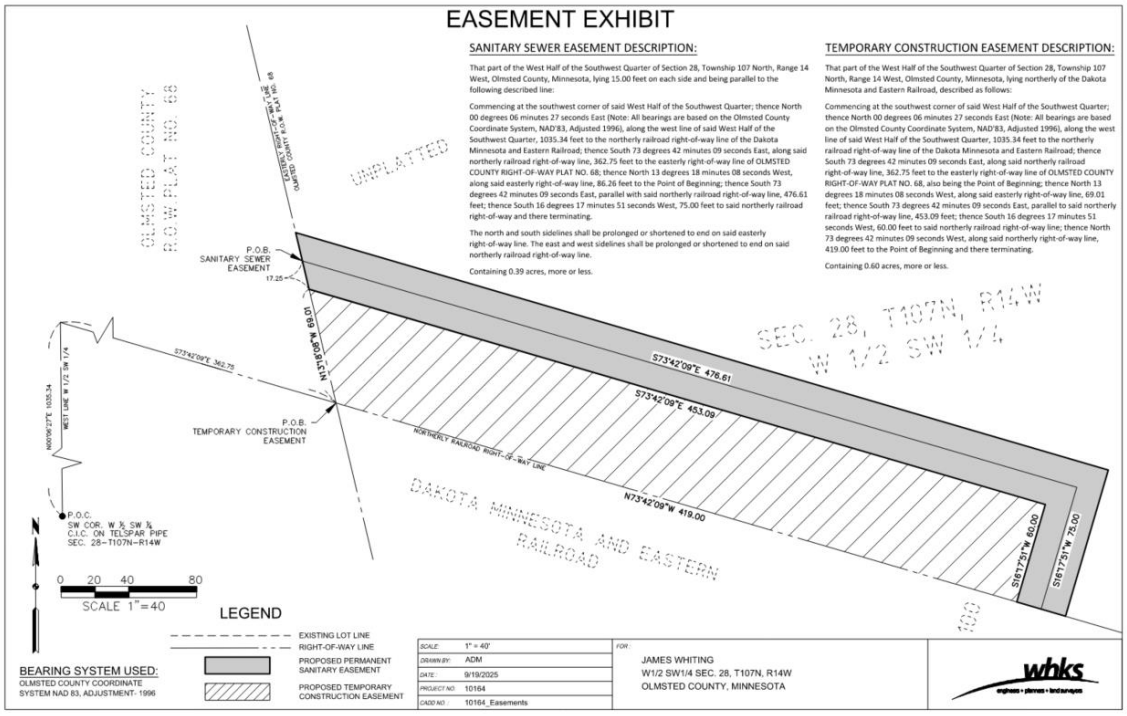
APPROVED THIS_____DAY OF_____, 2025.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

EXHIBIT A
EASEMENTS FOR 2026 SANITARY SEWER IMPROVEMENTS WEST ZUMBRO WZ-04-1019 PHASE 2 PROJECT (J7854)





CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Development Assistance Agreement relating to the Shared Lab Space Project in Two Discovery Square

MEETING DATE:
October 6, 2025

ORIGINATING DEPT:
City Administration

AGENDA SECTION:
Consent Agenda

PRESENTER:
Josh Johnsen

Action Requested:

Adopting a Resolution authorizing a Development Assistance Agreement with Rochester 2 Associates, LLC for the Shared Lab Space Project at Two Discovery Square.

Report Narrative:

The action before the Council is approval of the Development Assistance Agreement between the City and Rochester 2 Associates, LLC (Mortenson). The agreement establishes a framework for reimbursement of up to $8 million in General State Infrastructure Aid (GSIA) Strategic Redevelopment funds for eligible public infrastructure costs associated with the buildout of the shared lab space. It also requires the Developer to construct, oversee, and maintain the facility as a shared laboratory consistent with Destination Medical Center's (DMC) strategic objectives, setting terms for construction, reporting, sustainability, and workforce goals without altering the project scope or funding commitments already approved.

The City's financial participation is safeguarded by strict performance requirements tied to the operation of the shared lab. GSIA reimbursements are only disbursed once the Developer has completed construction, received a Certificate of Completion, and secured a multi-year lease with BioLabs or another operator acceptable to the City and the DMC EDA. If the Developer fails to maintain the facility as a shared laboratory, the City may suspend payments, terminate the agreement, or demand repayment of up to $8 million based on a formula that accounts for the time remaining in the agreement and the portion of the space not operating as a shared lab. These provisions ensure that public funds remain tied to the ongoing performance of the facility and the delivery of the shared lab functions central to the project's public purpose.

On June 2, 2025, the City Council approved the BioLabs Shared Lab Space project as a major addition to Discovery Square and Rochester's innovation ecosystem. The project advances the DMC Development Plan by bringing a nationally recognized operator of shared laboratory environments into Rochester and establishing the only BioLabs site in the Midwest. Through this project, Rochester will become part of a global network of innovation hubs, further positioning the City as America's City for Health.

The project involves developing approximately 16,000 square feet of high-quality, multi-user laboratory space on the third floor of Two Discovery Square, located at 415 2nd Ave SW. Property managed by Mortenson Properties, the facility will be leased and operated by BioLabs, a global leader in flexible, plug-and-play lab environments. The shared lab will provide wet-lab space, specialized equipment, and business support services designed to incubate early-stage life science and MedTech companies while

fostering research, innovation, and company formation across healthcare disciplines.

The total project budget is $16.51 million, funded through contributions from Mortenson Properties, Mayo Clinic, and BioLabs, with up to $8 million in GSIA Strategic Redevelopment funding requested to support eligible public infrastructure costs.

Value and Impact:
Over the first five years of operation, BioLabs-Rochester is expected to:

- Host 24 tenant companies
- Employ 80 people on-site
- Attract $40 million in annual external funding
- Incubate 50 companies
- Facilitate 17 clinical trials
- Graduate 5 companies to larger facilities
- Support 2 company exits or acquisitions

Beyond these metrics, the project will strengthen Rochester's identity as a world-class innovation hub. By joining the global BioLabs network, Rochester gains international visibility, access to new collaborations, and the ability to retain local innovation. The facility will serve as a launchpad for cutting-edge medical technologies and therapies, many developed in partnership with the Mayo Clinic.

Strategic Advantages:

- Revenue Generation: Creates jobs and attracts external capital.
- Global Recognition: Enhances Rochester's visibility within the BioLabs international network.
- Regional Magnetism: Draws companies and talent as the only BioLabs site in the Midwest.
- Innovation Retention: Keeps startups and discoveries in Rochester.
- Workforce Development: Strengthens the pipeline of top-tier bioscience and MedTech talent.

Priorities & Foundational Principles:

Economic Resilience
Transformational Capital Projects

Policy Considerations & DEI Impact:

The BioLabs Shared Lab Space Project advances the City's and DMC's objectives for innovation, workforce development, and equitable economic growth. By providing turnkey laboratory space, shared specialized equipment, and business support services, the project lowers barriers for emerging companies and underrepresented founders, fostering a more inclusive innovation ecosystem. It will attract a diverse mix of life science and MedTech startups, helping to retain local talent and innovations while supporting a broad spectrum of job creators in Rochester.

The project also strengthens Rochester's identity as a global innovation hub by connecting the city to BioLabs' international network, enhancing opportunities for collaboration and access to best practices. By supporting early-stage companies and facilitating workforce development in the life sciences, BioLabs-Rochester ensures that economic and innovation benefits are widely shared, contributing to a diverse, equitable, and thriving HealthTech ecosystem in the region.

Prior Legislative Actions & Community Engagement:

May 22, 2025: DMCC Board approved a resolution for up to $8 million in GSIA Strategic Redevelopment funding.
June 2, 2025: City Council approved a resolution (132-25) for up to $8 million in GSIA Strategic Redevelopment funding and the BioLabs Shared Lab Space project.

Fiscal & Resource Impact:

Funding is from the DMC CIP Strategic Development Fund. Based on action taken by the DMCC Board on May 22, 2025, the funds allocation to this line item have been allocated for years 2021-2025. General State Infrastructure Aid (GSIA) comes from the state as part of their DMC contributions and does not impact the City's General Level.

Alternative Action(s):

No alternative action is suggested at this time.

Prepared By:

Joshua Johnsen

Attachments:

Agreement - Shared Lab Development Assistance Agreement

Resolution - Rochester Shared Lab Development Assistance Agreement

DEVELOPMENT ASSISTANCE AGREEMENT

Dated [_____], 2025

By and Between

CITY OF ROCHESTER, MINNESOTA

And

ROCHESTER 2 ASSOCIATES, LLC

This document drafted by:

KUTAK ROCK LLP (JSB)
60 South Sixth Street, Suite 3400
Minneapolis, Minnesota 55402
(P) 612-334-5000
(F) 612-334-5050

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DEVELOPMENT ASSISTANCE AGREEMENT

THIS DEVELOPMENT ASSISTANCE AGREEMENT, made as of the [__] day of [_____], 2025, by and between the City of Rochester, Minnesota (the "City"), a municipal corporation existing under the laws of the State of Minnesota, and Rochester 2 Associates, LLC, a Delaware limited liability company (the "Developer"),

WITNESSES that WHEREAS:

1. The Developer proposes to construct and develop approximately 16,000 square feet shared laboratory space on the third floor of Two Discovery Square (the "Improvements"), located at 415 2nd Avenue SW within the Destination Medical Center District (the "DMC District") in the City of Rochester, Minnesota (the "City") in accordance with the terms hereof; and

2. The City believes that the development and construction of the Improvements, and fulfillment of this Agreement are vital and are in the best interests of the City;

3. In order to achieve the objectives of the DMC Development Plan (as hereinafter defined), the EDA has determined to assist the Developer with certain capital costs of the Improvements as more particularly set forth in this Agreement; and

4. Pursuant to the provisions of Minnesota Statutes, 469.40 through 469.47, as amended (the "DMC Act"), the assistance provided under this Agreement is not a business subsidy under Minnesota Statutes, Section 116J.993.

NOW, THEREFORE, in consideration of the foregoing premises and the mutual obligations of the parties hereto, each of them does hereby covenant and agree with the other as follows:

ARTICLE I

Definitions

Section 1.1. Definitions. As used in this Agreement, the following terms have the following respective meanings unless a different meaning clearly appears from the context:

Affiliate means with respect to any entity: (a) any corporation, partnership, limited liability company or other business entity or person controlling, controlled by or under common ownership or control with the entity, and (b) any successor to such party by merger, acquisition, reorganization or similar transaction involving all or substantially all of the assets of such party (or Affiliate). For the purpose hereof the words "controlling", "controlled by" and "under common control with" shall mean, with respect to any corporation, partnership, limited liability company or other business entity, the ownership of 50% or more of the voting interests in such entity or possession, directly or indirectly, of the power to direct or cause the direction of management policies of such entity, whether through ownership of voting securities or by contract or otherwise;

Agreement means this Development Assistance Agreement, as the same may be from time to time modified, amended or supplemented;

Assistance means the assistance given by the City to the Developer under this Agreement;

BioLabs means BioInnovation Labs;

Building Permit means the building permit for the Project and all conditions and requirements for approval thereof, as approved by the City, as may be modified from time to time with the approval of the City;

Certificate of Completion means the certificate attached hereto as **Exhibit B**;

City means the City of Rochester, Minnesota;

Commencement Date shall have the definition set forth in the Lease;

County means Olmsted County, Minnesota;

Developer means Rochester 2 Associates, LLC, a Delaware limited liability company, or its permitted successors or assigns;

Developer's Lender means the financial institution providing financing to the Developer for the construction of the Improvements or the refinancing thereof;

Development Property means the real property legally described in **Exhibit A** attached hereto;

DMC Act means Minnesota Statutes, Sections 469.40 through 469.47, as amended;

DMC Corporation means the Destination Medical Center Corporation as defined in Minnesota Statutes, Section 469.40, Subdivision 4, as amended;

DMC District means the Destination Medical Center Development District as defined in Minnesota Statutes, Section 469.40, Subdivision 5, as amended;

DMC Development Plan means the Destination Medical Center Development Plan as defined in Minnesota Statutes, Section 469.40, Subdivision 6, as amended;

DMC EDA means the Destination Medical Center Economic Development Agency;

Event of Default means any of the events described in Section 5.1;

GSIA means general state infrastructure aid received by the City pursuant to the DMC Act and transferred to the City for use in accordance with Article IV hereof;

Improvements means the approximately 16,000 square feet (as may be reduced or expanded as set forth herein) of Shared Lab space on the third floor of Two Discovery Square located at 415 2nd Avenue SW within the DMC District in the City;

Lease means that certain Lease of the Improvements by and between BioLabs and Developer dated as of _____, 2025;

Legal Requirements means all applicable local, state and federal laws, rules, policies, and regulations, including, without limitation, the DMC Development Plan, any applicable permits for the Improvements, and any environmental law, zoning or building code, housing code and public health laws and regulations;

Operator means BioLabs or its successors or assigns, subject to prior written notice to the City and the DMC EDA, under the Lease, or following termination of the Lease, such other operator as may be selected by Developer, and reasonably acceptable to the City and the DMC EDA;

Party means either the Developer or the City;

Pre-Existing User in Good Standing means, for purposes of Section 4.1(b)(iii), any Shared Lab user who occupied the Improvements prior to termination of any previously existing lease to an Operator and is in compliance with the terms of any documents governing such user's use or tenancy of the Shared Lab;

Project means the construction and development of the Improvements;

Public Infrastructure Costs means the Developer's costs of the Improvements and any other costs allowed by the DMC Act (all as reasonably determined by the Assistant City Administrator);

Reimbursement Amount means the lesser of (i) $8,000,000 or (ii) the Developer's Public Infrastructure Costs of the Improvements, and any other costs allowed by the DMC Act (all as reasonably determined by the Assistant City Administrator);

Shared Lab means a multi-tenant, flexible laboratory facility that provides affordable access to laboratory space, specialized equipment, and related services designed to support early-stage companies in the life sciences and HealthTech sectors. At a minimum, a Shared Lab shall include the following features and attributes:

- **Flexible Bench and Lab Space.** Configurable, rentable bench space and laboratory modules available to multiple tenants on a short- or medium-term basis.
- **Shared Specialized Equipment.** Access to common-use scientific and analytical instruments (which may include centrifuges, fume hoods, microscopes, spectrophotometers, freezers, biosafety cabinets).
- **Common Infrastructure.** Shared utilities and core facilities which may include deionized water, compressed air, gas lines, and hazardous waste disposal.
- **Business Support Services.** On-site or affiliated programming, mentorship, or advisory services tailored to the needs of early-stage HealthTech and life sciences ventures.
- **HealthTech Ecosystem Integration.** Connectivity to the City's HealthTech ecosystem, including local hospitals, universities, research centers, investors, and industry partners.
- **Compliance and Safety.** Facilities designed and operated in compliance with applicable laboratory safety standards, regulations, and environmental requirements.
- **Collaboration Environment**. Spaces that encourage networking and collaboration, such as conference rooms, coworking offices, or event areas.

State means the State of Minnesota;

Term means the period beginning on the date of this Agreement and ending on _____, [2037] (i.e. 10 years after the date of the Certificate of Occupancy for the Improvements) except as otherwise provided under Sections 6.3 and 6.4; and

Unavoidable Delays means any delay, outside the control of the Party claiming its occurrence, which is the direct result of pandemics, strikes, other labor troubles, unusually severe or prolonged bad weather, unavailability of materials, acts of God, acts of war, acts of terrorism, fire or other casualty to the Improvements, litigation commenced by third parties which, by injunction or other similar judicial action or by the exercise of reasonable discretion, directly results in delays, or acts of any federal, state or local governmental unit (other than the City acting as a Party to this Agreement) which directly result in delays.

ARTICLE II

Representations, Warranties and Covenants

Section 2.1. Representations, Warranties and Covenants by the City. The City represents and warrants that it is a municipal corporation organized and existing under the laws of the State and that it is authorized to enter into and perform its obligations under this Agreement.

Section 2.2. Representations, Warranties and Covenants by the Developer. The Developer represents and warrants that:

(a) The Developer is a limited liability company duly organized and in good standing under the laws of the State of Delaware and is qualified to transact business and is in good standing under the laws of the State, is not in violation of any provisions of its organizational documents or the laws of the State and is authorized to enter into and perform its obligations under this Agreement.

(b) The execution and delivery of this Agreement, the consummation of the transactions contemplated hereby and the fulfillment of or compliance with the terms and conditions of this Agreement are not prevented or limited by and will not conflict with or result in a breach of any provision or requirement applicable to the Developer or of any provision of any evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound.

(c) The Developer has received no notice or communication from any local, state or federal official or body that any activities of the Developer respecting the Project contemplated by this Agreement, including the construction of the Improvements on the Development Property, may be or will be in violation of any law or regulation.

(d) The Developer represents that the construction of the Improvements on the Development Property, within the reasonably foreseeable future is conditioned on the assistance and benefit to the Developer provided for in this Agreement.

(e) The Developer understands that the City may subsidize or encourage the development of other developments in the City, including properties that compete with the Development Property and the Improvements, and that such subsidies may be more favorable than the terms of this Agreement, and that the City has not represented that the Development Property or the Improvements will be favored over the development of other properties.

(f) To the actual knowledge of the undersigned officers of the Developer, no member of the Board of the City or officer of the City, in office as of the date of this Agreement, has either a direct or indirect interest in this Agreement or the Development within the meaning of Minnesota Statutes, Sections 412.311 and 471.87, as amended, or any successor statute.

ARTICLE III

Project Covenants

Section 3.1. Construction and Completion of Improvements by the Developer.

(a) The Developer agrees to construct at its expense, subject to the terms of this Agreement, the Improvements consistent with the Building Permit and the final construction plans approved by the City in connection with issuing construction permits, as may be amended from time to time with the approval of the City, which approval shall not be unreasonably withheld, conditioned or delayed. Such plans include the use of high quality, durable materials. The construction plans shall be consistent with the scope of the Improvements provided to the DMC Corporation and any material modification to the scope of the Improvements as set forth in this Agreement will be subject to subsequent approval by the DMC Corporation. For purposes of this subsection, "material" means modifications to the scope of the Improvements which, in the aggregate, decrease the total development costs of the Improvements by more than 20% or decrease the square footage of the Improvements by more than 10%.

(b) The Developer will incur total construction costs for the Improvements of at least $[_____].

(c) The Developer will cause the construction of the Improvements upon the Development Property, at its expense, in accordance with this Agreement and with all applicable local, state and federal laws and regulations (including without limitation the Legal Requirements).

(d) The Project shall be operated and maintained in accordance with this Agreement and with all applicable local, state and federal laws and regulations (including without limitation the Legal Requirements).

(e) Subject to Unavoidable Delays, the Developer will (i) obtain, in a timely manner, all required permits, licenses and approvals, and (ii) meet, in a timely manner, all requirements of all applicable local, state and federal laws and regulations which must be obtained or met before the Improvements may be lawfully constructed and completed.

(f) In order to minimize the impact of the construction of the Improvements on the surrounding neighborhood and businesses, the Developer will require its employees, contractors and subcontractors to use commercially reasonably efforts to control dust, parking, noise, debris and similar construction related issues. The Developer is responsible for the costs of employee parking during the construction period, including, but not limited to leases for remote parking lots and utilizing park and ride shuttles.

(g) The expenses associated with any required demolition on the Development Property, including the relocation or removal of any utilities and the securing of easements and legal descriptions related thereto, are the responsibility of the Developer.

(h) The Developer is responsible for the costs of any damage sustained to and reconstruction of any existing roadways, sidewalks, streets, landscaping and street lighting or other public infrastructure which is caused by the Developer, its contractors or subcontractors in connection with their activities on the Development Property.

(i) Subject to Unavoidable Delays, the Developer shall begin construction of the Improvements on or before _____, 2025 and be completed by _____, 20___.

(j) The Developer shall comply, in all material respects, with the sustainability requirements as set forth in **Exhibit C** attached hereto.

(k) In connection with the construction of the Improvements, the Developer shall meet the DMC prevailing wage provisions including the requirements of Minnesota Statutes 177.30 and 177.41 to 177.44, DMC American made steel requirements and the City's adopted Targeted Business Enterprise Utilization Plan (in the case of each of the foregoing, as such provisions, requirements and adopted plan may be in effect on the date of this Agreement). The Developer shall require its contractors and all their first and second tier subcontractors to (i) utilize LCPtracker, or any replacement system designated by the City, to upload and record their information on meeting the DMC prevailing wage provisions including the requirements of Minnesota Statutes 177.30 and 177.41 to 177.44 and (ii) and report compliance with American made steel requirements and the City's adopted Targeted Business Enterprise Utilization Plan with the City's Project Manager for Women and Minority Business Goals and Work Force Compliance (in the case of each of the foregoing, as such provisions, requirements and adopted plan may be in effect on the date of this Agreement).

Section 3.2. Certificate of Completion. Developer shall notify the City when construction of the Improvements has been substantially completed. The City shall, within 30 days after such notification, inspect the Improvements in order to determine whether the conditions set forth below have been satisfied. The City will execute the Certificate of Completion in the form attached hereto, which shall be a conclusive determination of satisfaction and termination of the agreements and covenants in this Agreement with respect to the completion of the Improvements, only after determining that the following conditions precedent have been satisfied:

(a) There shall exist no uncured Event of Default hereunder;

(b) The City shall have issued a Certificate of Occupancy for all of the Improvements;

(c) The City's Building Official on behalf of the City shall have reasonably determined in a timely manner and consistent with the City's practice for similar construction projects that the Improvements have been substantially completed and constructed in accordance with all local, state and federal laws and regulations (including without limitation all Legal Requirements), and any applicable permits and in substantial conformity with this Agreement, the Building Permit and the final construction plans

approved by the City in connection with issuing construction permits, each as applicable; and

(d) The Developer shall certify to the City that all costs related to the Improvements and the development of the Development Property, including without limitation, payments to all contractors, subcontractors, and project laborers costs have been paid prior to the date of the request of the City;

If the City determines that it cannot execute the Certificate of Completion, it shall, within 30 days after written request therefor, provide a written statement indicating any deficiencies to be remedied by the Developer in order to obtain a Certificate of Completion.

Section 3.3. Restrictions on Use. The Developer agrees for itself, its successors and assigns and every successor in interest to the Improvements, or any part thereof (the "Owner Parties"), that,

(a) The Owner Parties shall devote the Improvements to Shared Lab space, and in accordance with all applicable local, state and federal laws and regulations during the Term of this Agreement.

(b) The Developer shall use commercially reasonable efforts to include a provision under any lease with an Operator that requires the Operator to (i) provide a maximum of four (4) no-cost desks, conference rooms, offices, and/or community spaces as available to a maximum of four (4) business recruitment and retention partners, including but not limited to: DMC EDA, Medical Alley Association, Greater MSP, Mayo Clinic, RAEDI, and the University of Minnesota ("Ecosystem Collaborators"), which such Ecosystem Collaborators for the four spaces will be determined by the DMC EDA on an annual basis; (ii) provide such temporary access not to exceed on site one (1) Ecosystem Collaborator one (1) day/week; (iii) be available to host prescheduled tours of the lab to Ecosystem Collaborators at days/times convenient to the local lab operations staff; and (iv) invite and recognize Ecosystem Collaborators to scheduled lab programs/events taking place at the Development Property.

(c) Developer shall provide, at the reasonable request of the DMC Corporation, the DMC EDA, or the City, but in no event more frequently than two (2) times per calendar year, reports as to the Project expenditures, the ongoing status of Improvements, and such documentation as reasonably requested by the DMC Corporation, the DMC EDA, or the City evidencing the Improvements as built are consistent with the Project as approved.

(d) Following the reasonable request of the DMC Corporation, the DMC EDA, or the City, but in no event more frequently than two (2) times per calendar year in aggregate from such entities, the Developer shall request that the Operator to provide to Developer, as Landlord, for delivery to the DMC Corporation, the DMC EDA, and the City, such documentation as reasonably requested by the DMC Corporation, the DMC EDA, or the City evidencing operation of the Improvements consistent with this Agreement and the Developer shall use commercially reasonable efforts to include a provision under any lease with an Operator that requires compliance with this Section 3.3(d); provided that

no such provision shall be required in the Lease so long as the Operating Agreement between BioLabs and the Mayo Clinic provides for a DMC Corporation Board member to be a member of the governance committee established under such Operating Agreement.

(e) DMC-funded investments in the Improvements, as set forth in **Exhibit D**, may not be removed by Developer from the space and each lease with any Operator shall provide that such improvements shall not be removed by the Operator; provided, however, it shall not be a default by Developer hereunder or an Operator under a lease if such items are removed and replaced by the Operator or the Developer, in their reasonable discretion, if such items are not functioning as intended, or the condition thereof materially deteriorates.

Section 3.4. Insurance. During construction, the Developer will provide and maintain or cause to be maintained at all times and, from time to time at the request of the City, furnish the City with proof of payment of premiums on insurance of amounts and coverages normally obtained for properties similar to the Project. Thereafter, the Developer will provide and maintain or cause to be maintained at all times and, from time to time at the request of the City, furnish the City with proof of payment of premiums on insurance of amounts and coverages normally obtained for properties similar to the Improvements.

Section 3.5. DMC Construction Auditing. The Developer acknowledges that this Project will be subject to an on-going financial audit of the Developer's Project costs by an independent third-party engaged by the DMC EDA on behalf of the DMC Corporation and Developer shall provide to the City copies of G702 statements for Project costs upon request of the City.

Section 3.6. Payment of Property Taxes.

(a) The Developer acknowledges that the City is providing substantial aid and assistance in furtherance of the development described herein through reimbursement of Public Infrastructure Costs. To that end, the Developer agrees for itself, its successors and assigns, that in addition to the obligation pursuant to statute to pay real estate taxes, it is also obligated by reason of this Agreement, to pay before delinquency all real estate taxes assessed against the Development Property (subject to statutory or other legal rights to contest the amount thereof). The Developer acknowledges that this obligation creates a contractual right on behalf of the City through the Term of this Agreement to sue the Developer or its successors and assigns to collect delinquent real estate taxes and any penalty or interest thereon and to pay over the same as a tax payment to the county auditor (subject to statutory or other legal rights to contest the amount thereof). In any such suit in which the City is the prevailing Party, the City shall also be entitled to recover its costs, expenses and reasonable out-of-pocket attorney fees.

(b) The Developer agrees that during the Term of this Agreement it will not cause a reduction in the real property taxes paid in respect of the Development Property through: (i) willful destruction of the Development Property or any part thereof; or (ii) willful refusal to reconstruct damaged or destroyed property.

(c) The Developer also agrees that it will not, during the Term of this Agreement, apply for an exemption from or a deferral of property tax on the Development Property pursuant to any law, or transfer or permit transfer of the Development Property to any entity whose ownership or operation of the property would result in the Development Property being exempt from real property taxes under State law (other than a transfer to ground landlord required under the terms of the ground lease affecting the Development Property).

Section 3.7. Administrative Costs. The Developer shall be solely responsible for all costs incurred by the Developer. In addition, the Developer shall reimburse the City for Administrative Costs, as hereafter defined. For the purposes of this Agreement, the term "Administrative Costs" means reasonable third party out of pocket costs incurred by the City, which are directly attributable to or incurred in connection with authorizing and obtaining the GSIA funds for the Project and the negotiation and preparation of this Agreement and other documents and agreements in connection with the Project, including without limitation the cost of financial advisors, attorneys, and planning and environmental consultants. This Section 3.7 shall survive termination of this Agreement and shall be binding on the Developer regardless of the enforceability of any other provision of this Agreement.

Section 3.8. Casualty.

(a) Subject to the provisions of this Section 3.8 and any ground lease, in the event the Improvements, or access thereto, is wholly or partially damaged or destroyed by fire or other casualty (a "Casualty"), Developer shall (to the extent permitted by law and covenants, conditions and restrictions applicable to the Project) rebuild, repair or restore the Improvements and access thereto to substantially the same condition as existing immediately prior to such Casualty and this Agreement shall continue in full force and effect. Notwithstanding the foregoing, (i) Developer's obligation to rebuild, repair or restore the Improvements shall not apply to any of Operator's trade fixtures, equipment, personal property, and any alterations or other items installed or contained in the Improvements, (ii) Developer shall have no obligation whatsoever to rebuild, repair or restore the Improvements with respect to any Casualty (a) occurring during the last six (6) months of the term of this Agreement, or (b) to the extent the insurance proceeds, if any, collected by Developer are insufficient to rebuild, repair or restore the Improvements to the condition required herein.

(b) Developer may elect to terminate this Agreement in any of the following cases of Casualty to the Improvements or the Development Property: (i) where the damage or destruction to any portion of the Development Property or the Project is caused by an uninsured Casualty, and the cost of the cost of rebuilding, repairing and restoring (collectively, "Restoration"), in the reasonable opinion of Developer, exceeds $500,000; (ii) where, in the case of any damage or destruction to the Improvements or access thereto by uninsured Casualty, the cost of Restoration of the Improvements or access thereto, in the reasonable opinion of Developer, exceeds twenty percent (20%) of the replacement cost of the Improvements; (iii) if Developer's application for necessary and appropriate zoning approvals for reconstruction of the Project, Development Property or Improvements is not approved; or (iv) where any

mortgagee or ground lessor requires that insurance proceeds be applied to any outstanding mortgage or ground lease. Any such termination shall be made by thirty (30) days' prior written notice to the City given within one hundred twenty (120) days of the date of such Casualty. Notwithstanding anything herein to the contrary, Developer shall not be obligated to expend for such Restoration an amount in excess of the net insurance proceeds collected by Developer as a result of such insured Casualty or more than $500,000 for an uninsured Casualty. This Agreement shall be considered an express agreement governing any case of Casualty of the Improvements, the Development Property or the Project, and the parties hereby waive the provisions of any laws permitting the parties to terminate this Agreement as a result of such Casualty.

(c) In no event shall a cessation of operations of the Shared Lab following a Casualty constitute a default by Developer hereunder.

ARTICLE IV

GSIA REIMBURSEMENT; CONDITIONS TO DISBURSEMENT OF GSIA FUNDS; RELATED COVENANTS

Section 4.1. GSIA Reimbursement. The City agrees, subject to the further provisions of this Agreement, to apply certain GSIA funds to assist in reimbursing certain Public Infrastructure Costs of the Improvements. As of the date of this Agreement, the City has GSIA funds on hand in the amount of at least $[8,000,000]. Other than the $[8,000,000] of GSIA funds, neither the City nor the DMC Corporation pledges or provides any other financial assistance to the Developer for the costs of the construction of the Improvements or other costs. The Parties acknowledge that the Project is intended to be a collaborative community that fosters innovation, accelerates company formation, fuels economic growth, advances economic development goals of the DMC Development Plan by providing uses and amenities that support strategic growth and/or specific business development within the DMC District, as well as achieve sustainability goals. The Project is aligned with the DMC's strategic goals of nurturing the local innovation ecosystem, enhancing the City's global competitiveness and diversifying its employment base.

(a) In order to make development of the Improvements financially feasible, the City will reimburse the Developer for Public Infrastructure Costs of the Improvements actually incurred in the amount of up to $8,000,000 (the "Reimbursement Amount"). The City shall disburse the Reimbursement Amount to the Developer upon satisfaction of all of the following conditions:

(i) the Developer shall have delivered to the City copies of the (I) organizational documents and the operating agreement of the Developer certified by the State of Delaware; (II) certificate of good standing for the Developer issued by the Minnesota Secretary of State; and (III) certified resolutions or written actions of the Developer authorizing the execution and delivery of this Agreement and all other documents to be executed by the Developer pursuant to this Agreement;

(ii) The Developer shall have completed the Improvements as evidenced by the City's issuance of a Certificate of Completion in accordance with Section 3.2 in substantially the form attached as **Exhibit B**;

(iii) the Developer shall not then be in default of its obligations under this Agreement;

(iv) the Developer shall have submitted paid invoices and other evidence satisfactory to the City showing the payment by the Developer of Public Infrastructure Costs in an amount equal to or greater than the Reimbursement Amount or so much thereof as is being requested by the Developer; and

(v) the Developer and the Operator shall have executed, and the Developer shall have delivered to the City a copy of the Lease of the Project for a period of [at least 3 years] from the date of the Certificate of Occupancy for the Project pursuant to which the Operator shall agree to operate the Improvements in accordance with the requirements of this Agreement and particularly Section 3.3 hereof.

(b) Subject to Section 4.1(c), in addition to the remedies set forth in Section 5.2, the City may demand repayment of up to [**$8,000,000**] of the Reimbursement Amount from the Developer, payable within 90 days of the date of such demand by the City, in an amount equal to (i) the lesser of [**$8,000,000**] or the amount disbursed by the City hereunder, (ii) multiplied by a fraction the numerator of which is the number of partial or whole months remaining until the end of the Term and the denominator of which is 120, (iii) multiplied by a fraction the numerator of which is the number of leaseable square feet in the Improvements which fails to satisfy the definition of Shared Lab and the denominator of which is [16,000] square feet (the "Disinvestment Amount")[1] if, after the Reimbursement Amount is advanced, the Developer fails to cause the Improvements to be operated as a Shared Lab as follows:

(i) **Operation by BioLabs**. The Improvements are maintained as a Shared Lab and are operated by BioLabs, in accordance with the BioLab's business model and leveraging the BioLabs network of partners; or

(ii) **Operation by Alternate Operator**. The Improvements are maintained as a Shared Lab and are operated by a shared lab operator reasonably acceptable to the City and the DMC EDA that meets the needs of the City's emerging HealthTech ecosystem; or

(iii) **Vacancy Pending Operator Recruitment**. The Improvements are maintained as a Shared Lab, are not leased for any other purpose, and provided that the Developer has permittted occupancy by any Pre-Existing User in Good Standing for at least 12-months following termination of any previously existing lease to an Operator, the Improvements may remain vacant or without an Operator for a reasonable period pending the identification and recruitment of a new shared lab operator that meets the needs of the City's emerging HealthTech ecosystem during which the Developer provides to the City and the DMC EDA evidence of the Developer's diligent efforts, reasonably satisfactory to the City and the DMC EDA, to work in good faith to execute a new lease or services agreement with a new Operator, or self-operate as a Shared Lab.

(c) For the avoidance of doubt, Developer shall have no obligation to return the Disinvestment Amount following a Casualty provided that Restoration is completed or this Agreement is terminated in accordance with Section 3.8 hereof.

Section 4.2. Records. The City and its representatives shall have the right at all reasonable times after reasonable notice to inspect, examine and copy all books and records of the Developer relating to the Public Infrastructure Costs and the Improvements.

Section 4.3. No Business Subsidy. The City and the Developer are entering into this Agreement in order for the City to provide public financial assistance for housing and a "public infrastructure project" as defined in Minnesota Statutes, Section 469.40, subdivision 11(a), and consequently, pursuant to Minnesota Statutes, Section 469.40, subdivision 11(b), the assistance

[1] Disinvestment Amount = $8,000,000 × (Months Remaining ÷ 120) × (% Square Footage Not Utilized)

provided pursuant hereto is not a “business subsidy” under Minnesota Statutes, Section 116J.993 through 116J.995.

ARTICLE V

Events of Default; Remedies; Indemnification

Section 5.1. Events of Default Defined. The following shall be "Events of Default" under this Agreement and the term "Event of Default" shall mean whenever it is used in this Agreement any one or more of the following events:

(a) Subject to Unavoidable Delays, the construction of the Improvements is not completed pursuant to the terms, conditions and limitations of this Agreement.

(b) Any failure of the Developer to observe or perform, in all material respects, any other covenant, condition, obligation or agreement on its part to be observed or performed under this Agreement, where such failure continues beyond all applicable notice and cure periods; provided, however, that any default by the Operator under the lease between Operator and Developer shall not constitute a default hereunder.

(c) A failure in payment, when due, of any property tax, special assessment, or other governmental imposition respecting the Development Property, subject to statutory or other legal rights to contest or defer payment of the same.

(d) The filing of a petition in bankruptcy by or against the Developer under the United States Bankruptcy Code that is not dismissed within 90 days of filing; or failure by the Developer within 90 days to have discharged any execution, garnishment or attachment of such consequence as would impair the ability of the Developer to carry on its operations respecting the Improvements; or the assignment by the Developer for the benefit of creditors; or the entry by the Developer into an agreement of composition with creditors or the failure generally by the Developer to pay its debts as they become due.

Section 5.2. Remedies on Default. Whenever any Event of Default occurs and is continuing, the City may take any one or more of the following actions after the giving of 60 days' written notice to the Developer to which the Event of Default relates, but only if the Event of Default has not been cured within said 60 days, or, if said Event of Default cannot reasonably be cured within said 60 days, the Developer does not provide assurances reasonably satisfactory to the City that the Event of Default will be cured as soon as reasonably possible, but in any event not to exceed 180 days:

(a) The City may suspend its performance under this Agreement, including without limitation withholding the disbursement of the GSIA funds.

(b) The City may cancel and terminate this Agreement; provided however, that no such termination will terminate the Developer's obligations under Section 4.1(b) to the extent any amount remains outstanding under Section 4.1(b) as determined in accordance with Section 4.1(c).

(c) The City may exercise any other remedies available to the City at law or in equity, take any action which may appear necessary or desirable to enforce performance and observance of any obligation, agreement, or covenant of the Developer under this

Agreement; provided, however, in no event shall any party hereunder be liable for consequential, punitive, exemplary or special damages.

Notwithstanding anything to the contrary set forth in this Agreement the members of the Developer and the Developer's Lenders providing financing for the Project shall have the right, but not the obligation, to cure an Event of Default during the relevant cure period set forth above in the event the Developer fails to cure such default.

Section 5.3. No Remedy Exclusive. No remedy herein conferred upon or reserved to the City is intended to be exclusive of any other available remedy or remedies, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed to be a waiver thereof, but any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 5.4. No Additional Waiver Implied by One Waiver. If any agreement contained in this Agreement should be breached by the Developer and thereafter waived by the City, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 5.5. Agreement to Pay Attorney's Fees and Expenses. Whenever any Event of Default occurs and the City shall employ third party attorneys or incur other expenses for the collection of payments due or to become due or for the enforcement or performance or observance of any obligation or agreement on the part of the Developer herein contained, the Developer agrees that it shall, on demand therefor, pay to the City the reasonable fees of such attorneys and such other reasonable expenses so incurred by the City.

Section 5.6. Release and Indemnification Covenants.

(a) The Developer releases from and covenants and agrees that the City, the City, the DMC Corporation and the governing body members, officers, agents, including their independent contractors, consultants and legal counsel, servants and employees thereof (collectively, the "Indemnified Parties") shall not be liable for and agrees to defend, indemnify and hold harmless the Indemnified Parties against any and all loss, actual cost, fines, charges, actual damage and expenses, including, without limitation, reasonable attorney's fees, consultant and expert witness fees, and travel associated therewith, due to claims or demands of any kind whatsoever occurring at, about or in connection with the Project, including, without limitation, in connection with (i) the development, marketing, sale or leasing of all or any part of the Project, including, without limitation, any claims for any lien imposed by law for services, labor or materials furnished to or for the benefit of the Project by persons acting on the Developer's behalf or under its direction or control; or (ii) any claim by the State or the Minnesota Pollution Control Agency or any other person pertaining to the violation of any permits, orders, decrees or demands made by said persons or with regard to the presence of any pollutant, contaminant or hazardous waste on the Development Property; or (iii) by reason of the execution of this Agreement or the performance of this Agreement. Notwithstanding anything contained herein to the

contrary, Developer shall not be liable under this Section 5.6(a) to the extent such loss, cost, fines, charges, damage, or expense is caused by the willful misrepresentation or any willful or wanton misconduct of any of the Indemnified Parties.

(b) Except with respect to any willful misrepresentation or any willful or wanton misconduct of the Indemnified Parties, the Developer agrees to protect and defend the Indemnified Parties, now and forever, and further agrees to hold the aforesaid harmless from any claim, demand, suit, action or other proceeding whatsoever by any person or entity whatsoever arising or purportedly arising from this Agreement, or the transactions contemplated hereby or the acquisition, construction, installation, ownership, and operation of the Project, and the reasonable costs, disbursements, and expenses of defending the same, including but not limited to, third party attorney's fees, consulting engineering services, and other technical, administrative or professional assistance.

(c) All covenants, stipulations, promises, agreements and obligations of the City contained herein shall be deemed to be the covenants, stipulations, promises, agreements and obligations of the City and not of any governing body member, officer, agent or employee of the City.

(d) Nothing in this Agreement shall be construed as a limitation of or waiver by the City, the City or the DMC Corporation of any immunities, defenses, or other limitations on liability to which the City, the City or the DMC Corporation is entitled by law, including but not limited to the maximum monetary limits on liability established by Minnesota Statutes, Chapters 466 or 604.

(e) This Agreement shall not create nor be construed to create any partnership, joint venture, agency, or employment relationship between the Parties.

(f) No Indemnified Parties shall be personally liable in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

(g) This indemnity shall be continuing and shall survive the performance, termination or cancellation of this Agreement.

ARTICLE VI

Termination of Agreement; Limitation on Assignments

Section 6.1. Termination Options. In addition to the termination rights of each party as set forth herein, the parties shall have the right to terminate this Agreement upon the following:

(a) As provided and under the conditions specified in Section 5.2, the City may terminate this Agreement if an Event of Default shall have occurred hereunder and be continuing beyond all applicable notice and cure periods.

(b) Developer may terminate this Agreement if the City defaults in its obligations specified in Section 4.1(a) hereof, following applicable notice and cure periods.

Section 6.2. Expiration. This Agreement shall expire at the end of the Term, unless earlier terminated or rescinded in accordance with its terms. This Agreement and its authorization by the City shall expire if within 180 days after approval of this Agreement by the City (i.e. April 6, 2026): the Developer has not (i) executed this Agreement, (ii) obtained a Building Permit and commenced construction of the Improvements, and (iii) delivered to the City evidence reasonably acceptable to the City and the DMC Corporation Board of Directors that the Developer has commitments for sufficient financing for, or other adequate financial resources available for and committed to the completion of the Improvements. Prior to the expiration of such 180-day period, the Developer may request an extension from the Board of Commissioners of the City and the grant of such extension shall not be unreasonably withheld or delayed.

Section 6.3. Effect of Termination or Expiration. No termination or expiration of this Agreement pursuant to the terms hereof shall terminate (i) any rights or remedies of the City arising hereunder due to an Event of Default occurring prior to such termination or expiration; (ii) the provisions of Section 6.4 hereof; or (iii) the Developer's obligations under Section 4.1(b) to the extent any amount remains outstanding under Section 4.1(b).

Section 6.4. Provisions Surviving Rescission or Expiration. Sections 5.2, 5.3, 5.4, 5.5, 5.6, 6.3, 6.5, 7.5 and 7.7 shall survive any rescission, termination or expiration of this Agreement with respect to or arising out of any event, occurrence or circumstance existing prior to the date thereof.

Section 6.5. No Third Party Beneficiaries. Other than the City, there shall be no third party beneficiaries to this Agreement. More specifically, each Party enters into this Agreement, and intends that the consummation of its obligations contemplated hereby shall be, for the sole and exclusive benefit of the other Party, and, without intending to limit the foregoing, and notwithstanding the fact that any other "persons" may ultimately participate in or have an interest in the Project, the City does not intend that any Party other than the Developer shall have, as alleged third party beneficiary or otherwise, any rights or interests hereunder as against the City, and no such other Party shall have standing to complain of the City's exercise of, or alleged failure to exercise, its rights and obligations, or of the City's performance or alleged lack thereof, under this Agreement.

Section 6.6. Limitations on Transfer of Property and Assignment of Agreement.

(a) The Developer covenants and agrees that, except as provided in clauses (c) through (f) of this Section 6.6, the Developer (except as so authorized) has not made or created and will not make or create or suffer to be made or created any total or partial sale, assignment, conveyance, or lease, or any trust or power, or any transfer in any other mode or form, of or with respect to this Agreement or the Development Property or any part thereof or any interest therein, or any contract or agreement to do any of the same, (collectively, "Transfer") without the prior written approval of the City (which approval the City may not unreasonably withhold, condition or delay).

In considering whether to approve any such Transfer as provided herein, the City shall be entitled to require, except as otherwise provided in this Agreement, as conditions to any such approval that:

(i) Any proposed transferee shall have the qualifications and financial responsibility, in the reasonable judgment of the City, necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer;

(ii) Any proposed transferee, by instrument in writing satisfactory to the City, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and all related documents and agreed to be subject to all the conditions and restrictions to which the Developer is subject unless the Developer agrees to continue to fulfill those obligations, in which case the preceding provisions of this Section 6.6(b) shall not apply;

(iii) There shall be submitted to the City for review and prior written approval all instruments and other legal documents involved in effecting the transfer of any such interest in this Agreement and the Developer or its transferee shall pay all reasonable legal fees and expenses of the City and the City, including fees of the city attorney and outside counsel retained by the City to review the documents submitted to the City in connection with any Transfer; and

(iv) The Developer and its transferees shall comply with such other conditions as the City may reasonably require in order to comply with the purposes of the DMC Act and this Agreement.

(b) In the absence of a specific written agreement by the City and the City to the contrary, no such transfer or approval by the City and the City thereof shall be deemed to relieve the Developer or any other Party bound in any way by this Agreement or otherwise with respect to the construction of the Improvements, from any of its obligations with respect thereto.

(c) Nothing contained in this Section shall prohibit the Developer from admitting or removing members or transferring direct or indirect ownership interests in the Developer in accordance with the Developer's operating agreement, as the same may be amended from time to time, without the consent of or prior notice to the City.

(d) Nothing contained in this Section shall prohibit the Developer from Transferring the Development Property as security for the purpose of obtaining financing necessary to enable

the Developer to acquire and complete the Improvements (and any future expansion of the Developer's operations on the Development Property), or leases, easements and similar less-than-fee transfers in the ordinary course.

(e) Notwithstanding the foregoing, the Developer may make such a transfer of the Development Property and its interest in this Agreement to an Affiliate without the prior written approval of the City, provided that the Developer certifies to the City that the Affiliate has the qualifications and financial responsibility necessary and adequate to fulfill the obligations undertaken in this Agreement by the Developer and, unless the Developer agrees to continue to fulfill the obligations undertaken in this Agreement, the Affiliate, by written instrument submitted to the City, shall, for itself and its successors and assigns, and expressly for the benefit of the City, have expressly assumed all of the obligations of the Developer under this Agreement and agreed to be subject to all the conditions and restrictions to which the Developer is subject.

(f) Notwithstanding the foregoing, the Developer may make such a transfer of the Development Property and its interest in this Agreement to an entity other than an Affiliate (a "Third-Party Assignee") without the prior written approval of the City, provided that (I) such Third-Party Assignee shall have assumed all of Developer's obligations hereunder and agreed to be subject to all the conditions and restrictions to which the Developer is subject, expressly for the benefit of the City, (II) the City shall have been provided with a fully executed copy of the assignment and assumption agreement and (III) such Third-Party Assignee shall have provided to the City evidence that such Third-Party Assignee has the following qualifications and financial responsibility necessary and adequate to fulfill the obligations undertaken in this Agreement:

(i) a principal place of business in the United States;

(ii) a net worth of at least ten million dollars ($10,000,000); and

(iii) not less than 5 years' experience in owning and operating commercial real estate.

ARTICLE VII

Additional Provisions

Section 7.1. Conflicts of Interest. No member of the governing body or other official of the City shall have any financial interest, direct or indirect, in this Agreement, the Development Property or the Project, or any contract, agreement or other transaction contemplated to occur or be undertaken thereunder or with respect thereto, nor shall any such member of the governing body or other official participate in any decision relating to this Agreement which affects his or her personal interests or the interests of any corporation, partnership or association in which he or she is directly or indirectly interested. No member, official or employee of the City shall be personally liable to the City in the event of any default or breach by the Developer or successor or on any obligations under the terms of this Agreement.

Section 7.2. Titles of Articles and Sections. Any titles of the several parts, articles and sections of this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions hereof.

Section 7.3. Notices and Demands. All notices or communications, required or desired to be given hereunder shall be in writing, sent to the addresses specified below and shall be deemed effective and received (i) upon personal delivery; (ii) five (5) days after deposit in the United States mail, certified mail, return receipt requested, postage prepaid; (iii) one (1) business day after deposit with a national overnight air courier, fees prepaid, or (iv) via e-mail; provided, however, that if the sending Party does not receive a return email acknowledging receipt of the e-mail notice within 24 hours after the same has been sent, the sending Party will also provide notice pursuant to either (i) or (iii) above. Either Party may designate an additional or another address upon giving written notice to the other Party at the address for notices below, or as previously changed. Attorneys for either Party may give or receive notices for such Party. For the purposes of this Agreement, "business day" shall mean a day which is not a Saturday, a Sunday or a legal holiday of the State, and

(a) in the case of the Developer is addressed, delivered personally or e-mailed to the Developer at:

Rochester 2 Associates, LLC
c/o Mortenson Properties, Inc.
700 Meadow Lane North
Minneapolis, MN 55422
Attn: Matt Tobin
Email: Matt.Tobin@Mortenson.com

With a copy to:

Mortenson Properties, Inc.
700 Meadow Lane North
Minneapolis, MN 55422

Attn: Leigh Waterman
Email: Leigh.Waterman@mortenson.com

(b) in the case of the City is addressed, delivered personally or e-mailed to the City at:

City of Rochester, Minnesota
Rochester City Hall
201 4th Street SE
Rochester, MN 55904
Attn: Administration
E-mail: jjohnsen@rochestermn.gov

or at such other address with respect to either Party as that Party may, from time to time, designate in writing and forward to the other, as provided in this Section.

Section 7.4. Counterparts. This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

Section 7.5. Law Governing. The Parties agree that this Agreement will be governed and construed in accordance with the laws of the State.

Section 7.6. Merger. This Agreement 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. 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 Agreement.

Section 7.7. Estoppel Certificates. The City agrees it will, from time to time upon reasonable prior written request by the Developer at least 15 business days prior to the requested delivery date, execute and deliver to the Developer and such other parties as the Developer may reasonably designate, written certification, in the form set forth as **Exhibit E**, if the statements contained therein are true. Any such statement on behalf of the City may be executed by the Mayor and City Clerk without approval of the Common Council.

Section 7.8. Interpretation; Concurrence. The language in this Agreement shall be construed simply according to its generally understood meaning, and not strictly for or against any Party and no interpretation shall be affected by which Party drafted any part of this Agreement. 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.

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 validity of any term or condition found within this Agreement and specifically waive any and all legal objections they may have to any such term or condition. The invalidity of any clause, part or provision of this Agreement will not affect the validity of the remaining portions thereof. Notwithstanding any provision in this Agreement to the contrary, this clause will survive the termination or expiration of this Agreement.

IN WITNESS WHEREOF, the City and the Developer have caused this Development Assistance Agreement to be executed by their duly authorized representatives.

ROCHESTER ECONOMIC DEVELOPMENT AUTHORITY

By: _____
Its Mayor

By: _____
Its Clerk

Execution Page to Development Assistance Agreement

ROCHESTER 2 ASSOCIATES, LLC,
a Delaware limited liability company

By:_____
Name:
Its:

EXHIBIT A
DESCRIPTION OF DEVELOPMENT PROPERTY

Lot 1, Block 1 Discovery Square Second, Olmsted County, Minnesota, according to the recorded plat thereof, recorded October 14, 2020, as Document No. A1513849.

EXHIBIT B

CERTIFICATE OF COMPLETION

WHEREAS, the City of Rochester, Minnesota (the "City"), and Rochester 2 Associates, LLC, a Delaware limited liability company (the "Developer"), have executed a Development Assistance Agreement, dated as of [_____], 2025 (the "Development Agreement"), with respect to the completion by the Developer of certain improvements (the "Improvements"), more specifically described in the Development Agreement; and

WHEREAS, the Developer has performed its obligations under the Development Agreement in all material respects to substantially complete the Improvements in a manner deemed sufficient by the City, in its reasonable discretion, to permit the execution of this certificate pursuant to Section 3.2 of the Development Agreement:

NOW, THEREFORE, this is to certify that the construction of the Improvements has been completed on the Development Property in substantial conformance with the terms of the Development Agreement.

CITY OF ROCHESTER, MINNESOTA

By: _____
Its: _____

Dated: _____, 20__

EXHIBIT C
SUSTAINABIILTY REQUIREMENTS

- Energy Efficiency – Based on early energy modeling efforts, the project is on track to meet the project energy goal included in the DMC Plan of a 20% reduction below ASHRAE 90.1-2010, Minnesota's energy code. Through a combination of a highly efficient envelope and HVAC systems, the building is showing a considerable reduction below a baseline building built to current code standards.
- Indoor Environmental Quality – Offices will have access to natural daylight and views through expansive glazing.
- Materials and Resources –The building includes a dedicated area for collection and removal of recyclable materials and the project has committed to sharing waste and recycling data throughout the construction process. Further, the project is committed to explore materials that will promote the health of building occupants and visitors.
- Water Efficiency – The project will reduce its burden on municipal water supply by including the use of low-flow consumption fixtures and fittings.

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EXHIBIT D
DMC-FUNDED IMPROVEMENT COSTS

Public Infrastructure Costs eligible for reimbursement under the Agreement include, subject to approval by the Minnesota Department of Employment and Economic Development, but are not limited to, the following costs categories and, to the extent such costs are submitted for reimbursement under the Agreement, are subject to Section 3.3(d) thereof:

1. Building & Infrastructure (Core/Shell + Systems)

- Superstructure (structural modifications, mechanical shafts)
- Exterior enclosure modifications (for equipment and hoisting)
- Roofing (mechanical curbs, penetrations)
- Interior construction (interior partitions, doors, hardware, millwork, aluminum storefront, glazing, code signage, wall protection, fire extinguishers, lockers)
- Interior finishes (floor finishes, ceiling finishes, wall finishes)
- Plumbing (fixtures, domestic/sanitary piping, central lab gas systems, lab vacuum system)
- HVAC (ductwork, terminal boxes, diffusers, controls, supply/exhaust, equipment, risers)
- Fire protection (sprinkler adjustments)
- Electrical (lighting, fixtures, wiring, power distribution, power panels, receptacles, emergency power)
- Low Voltage rough-in (pathways for security, data, AV)
- Selective demolition (deck openings for shafts)

2. Low Voltage & IT Systems

- Low voltage rough-in and pathways for security systems, data cabling, and AV systems.
- Low voltage design, install, and devices for security systems, access control, data cabling, and AV systems.

3. Equipment

- Appliances (eg Dishwasher, refrigerator, microwave, ice machines, autoclaves with associated RO system...etc)

4.Furnishings/FF&E

- Lab casework (benches, fixed casework, fume hoods, window treatments, workspace cabinets…etc)

5. General Conditions & Soft Costs (excluding financing costs and budgeted contingency amounts)

- General conditions (construction management, administration, testing, safety)
- Site services (clean up, site safety equipment, temporary facilities and protection)
- Permits (Building, trade contractor)
- Insurance (Subcontractor default, builder's risk, liability)
- Professional Services (Legal, general contractor fee, engineering, testing, architectural, design, contracted services, etc.)

EXHIBIT E
FORM OF ESTOPPEL CERTIFICATE

ESTOPPEL CERTIFICATE

[DATE]

TO: _____ ("Estoppel Party")

RE: Development Assistance Agreement dated _____, 2025 (the "Agreement"), by and between City of Rochester, Minnesota ("City"), and Rochester 2 Associates, LLC, a Delaware limited liability company ("Developer")

Ladies and Gentlemen:

Pursuant to Section 7.7 of the Agreement, and at the request of Developer, City hereby delivers this Estoppel Certificate (this "Certificate") and certifies that the following are true and correct. Capitalized terms used herein but not defined shall have the definition ascribed to such terms in the Agreement.

1. As of the date hereof, the Agreement remains in full force and effect and has not been amended, surrendered, modified, supplemented, or assigned except as set forth in the subject line of this Certificate.

2. As of the date hereof, to the actual knowledge of the City officers signing this Certificate, there are no defaults under the Agreement by either City or Developer, and no event has occurred and no condition exists, which with the giving of notice or the passage of time, or both, will constitute a default under the Agreement, except: _____, City has no defense, set-off or counterclaim against Developer arising out of the Agreement or in any way relating thereto.

3. City has reimbursed Developer $_____ pursuant to Section 4.1 of the Agreement.

4. The Term of the Agreement began on _____ and ends on _____. City has not terminated the Agreement pursuant to Section 6.1 or 6.2 of the Agreement.

This Certificate may be executed and transmitted electronically, and the undersigned acknowledges and agrees that counterparts of this Certificate executed or transmitted electronically shall have the same binding force and effect as an original signature hand-delivered to the addressee hereof.

This Certificate is delivered to the Developer and the Estoppel Party, and may be relied upon by Developer and Estoppel Party, and their respective successors and/or assigns. The undersigned acknowledges and agrees that the undersigned shall be estopped from asserting any claim or defense against Developer and its successors and/or assigns to the extent such claim or assertion is based upon facts which are contrary to those contained herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE TO ESTOPPEL CERTIFICATE]

Dated as of this ____ day of _____ , 20__.

CITY OF ROCHESTER, MINNESOTA

By:_____
Its Mayor

By:_____
Its Clerk

COUNCIL RESOLUTION NO. _____
Rochester City Council
County of Olmsted, State of Minnesota

Approving and Authorizing the Execution of a Development Assistance Agreement (BioLabs Project).

WHEREAS, the Common Council (the "Council") of the City of Rochester, Minnesota (the "City") has reviewed a proposal by Rochester 2 Associates, LLC, a Delaware limited liability company (the "Developer") for the construction and development of an approximately 16,000 square feet shared laboratory space within Two Discovery Square (the "Development"), located at 415 2nd Avenue SW within the Destination Medical Center District in the City of Rochester (the "City");

WHEREAS, the City finds the development and construction of the Development are vital and are in the best interests of the City;

WHEREAS, there has been prepared and presented to the Council for its consideration a certain Development Assistance Agreement, between the City and the Developer, stating the Developer's responsibilities and the terms and conditions of the City's assistance with capital certain costs of the Development (the "Agreement").

WHEREAS, pursuant to the provisions of Minnesota Statutes, 469.40 through 469.47, as amended (the "DMC Act"), the assistance provided under the Agreement is not a business subsidy under Minnesota Statutes, Section 116J.993;

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Rochester, Minnesota, as follows:

Section 1. Approval of Agreement.

1.01. The Council hereby approves the Agreement in substantially the form presented to the Council, together with any related documents necessary in connection therewith, including but not limited to any documents, exhibits, certifications, assignments or consents referenced in or attached to the Agreement (collectively, the "Development Documents") and hereby authorizes the Mayor and Clerk to negotiate the final terms thereof and, in their discretion and at such time, if any, as they may deem appropriate, to execute the same on behalf of the City, and to carry out, on behalf of the City, the City's obligations thereunder; provided however that this authorization by the City shall expire with respect to the Agreement which has not been executed by the applicable Developer by April 6, 2026.

1.02. The approval hereby given to the Development Documents includes approval of such additional details therein as may be necessary and appropriate and such modifications thereof, deletions therefrom and additions thereto as may be necessary and appropriate and approved by legal counsel to the City and by the officers authorized

herein to execute said documents prior to their execution; and said officers are hereby authorized to approve said changes on behalf of the City. The execution of any instrument by the appropriate officers of the City herein authorized shall be conclusive evidence of the approval of such document in accordance with the terms hereof. This Resolution shall not constitute an offer and the Development Documents shall not be effective until the date of execution thereof as provided herein.

1.03. In the event of absence or disability of the officers, any of the documents authorized by this Resolution to be executed may be executed without further act or authorization of the Council by any duly designated acting official, or by such other officer or officers of the Council, as, in the opinion of the City Attorney, may act in their behalf. Upon execution and delivery of the Development Documents, the officers and employees of the City are hereby authorized and directed to take or cause to be taken such actions as may be necessary on behalf of the City to implement the Development Documents.

1.04. The City hereby determines that the execution and performance of the Development Documents will help realize the public purposes of the Act.

APPROVED BY THE COMMON COUNCIL OF THE CITY OF ROCHESTER, MINNESOTA, THIS 6TH DAY OF OCTOBER , 2025.

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF OCTOBER, 2025.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Badger Heights Boulevard Tree Green Facilities Agreement

MEETING DATE:
October 6, 2025

ORIGINATING DEPT:
Community Development

AGENDA SECTION:
Consent Agenda

PRESENTER:
Desmond McGeough

Action Requested:
Authorizing execution of a Boulevard Tree Green Facilities Agreement with West 34 Partners LLC., for the planting of Boulevard Trees within the Badger Heights Subdivision.

Report Narrative:
The request for a Boulevard Tree Green Facilities Agreement addresses the boulevard tree planting requirements of Section 60.400.060A in the Unified Development Code (UDC). A Final Plat for Badger Heights (CD2025-032PLAT) is scheduled for public hearing before the Common Council on October 6, 2025. In lieu of planting the trees before the plat is recorded, the applicant may opt to enter into a Boulevard Tree Green Facilities Agreement with the City. The UDC requires the planting of 106 boulevard trees within the Badger Heights subdivision. To protect the investment in boulevard tree plantings, the developer wishes to install the trees at their own expense, as the lots are developed.

There are three potential options in addressing the planting of required boulevard trees, which include: 1) Installation prior to or concurrent with the development of the property, 2) Entering into a Boulevard Tree Green Facilities Agreement with the City, or 3) Making a payment to the City for the installation of required Boulevard Trees in-lieu of the developer planting trees. The subject boulevard trees shall be planted by the developer within a 5-year time period after approval of the Final Plat.

Community Development recommends that the City execute the subject Agreement.

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

Policy Considerations & DEI Impact:
The proposed agreement addresses the Comprehensive Plan core principles of economic vibrancy and growth management, fiscal responsibility and sustainability, and enhancing the integrity of existing neighborhoods.

Prior Legislative Actions & Community Engagement:
March 19, 2025: Neighborhood Information Meeting - Major Land Subdivision
May 19, 2025: Council Public - Approval of Major Land Subdivision No. CD2025-007PLAT
September 26, 2025: Public Hearing Notice for Badger Heights Final Plat (CD2025-032PLAT) forwarded to property owners and published in the newspaper

Fiscal & Resource Impact:
All development costs will be the responsibility of the developer.

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

Prepared By:
Desmond McGeough

Attachments:
CD MEMO - Badger Heights Boulevard Tree Green Facilities Agreement

Location Map Exhibit - Badger Heights Boulevard Tree Green Facilities Agreement.pdf

Executed Tree Agreement - Badger Heights

Approved Boulevard Tree Planting Plan - Badger Heights

Boulevard Tree Permit - Badger Heights

ROCHESTER COMMUNITY DEVELOPMENT

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

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

Rochester City Council **October 6, 2025**

Prepared By: Rochester Community Development Department

Request: Boulevard Tree Green Facilities Agreement for Badger Heights, by West 34 Partners LLC.

Location: The site is located northeast of the intersection of Valleyhigh Rd NW with 50th Ave NW.

Applicant: West 34 Partners LLC.

PROJECT SUMMARY

The request for a Boulevard Tree Green Facilities Agreement addresses the boulevard tree planting requirements of Section 60.400.060A in the Unified Development Code (UDC). A Final Plat for Badger Height (CD2025-032PLAT) is scheduled for public hearing before the Common Council on October 6, 2025. In lieu of planting the trees prior to the recordation of the plat, the applicant may opt to enter into a Boulevard Tree Green Facilities Agreement with the City. The UDC requires the planting of 106 boulevard trees within the Badger Heights subdivision. To protect the investment in boulevard tree plantings, the developer wishes to install the trees, at their own expense, as the lots are developed.

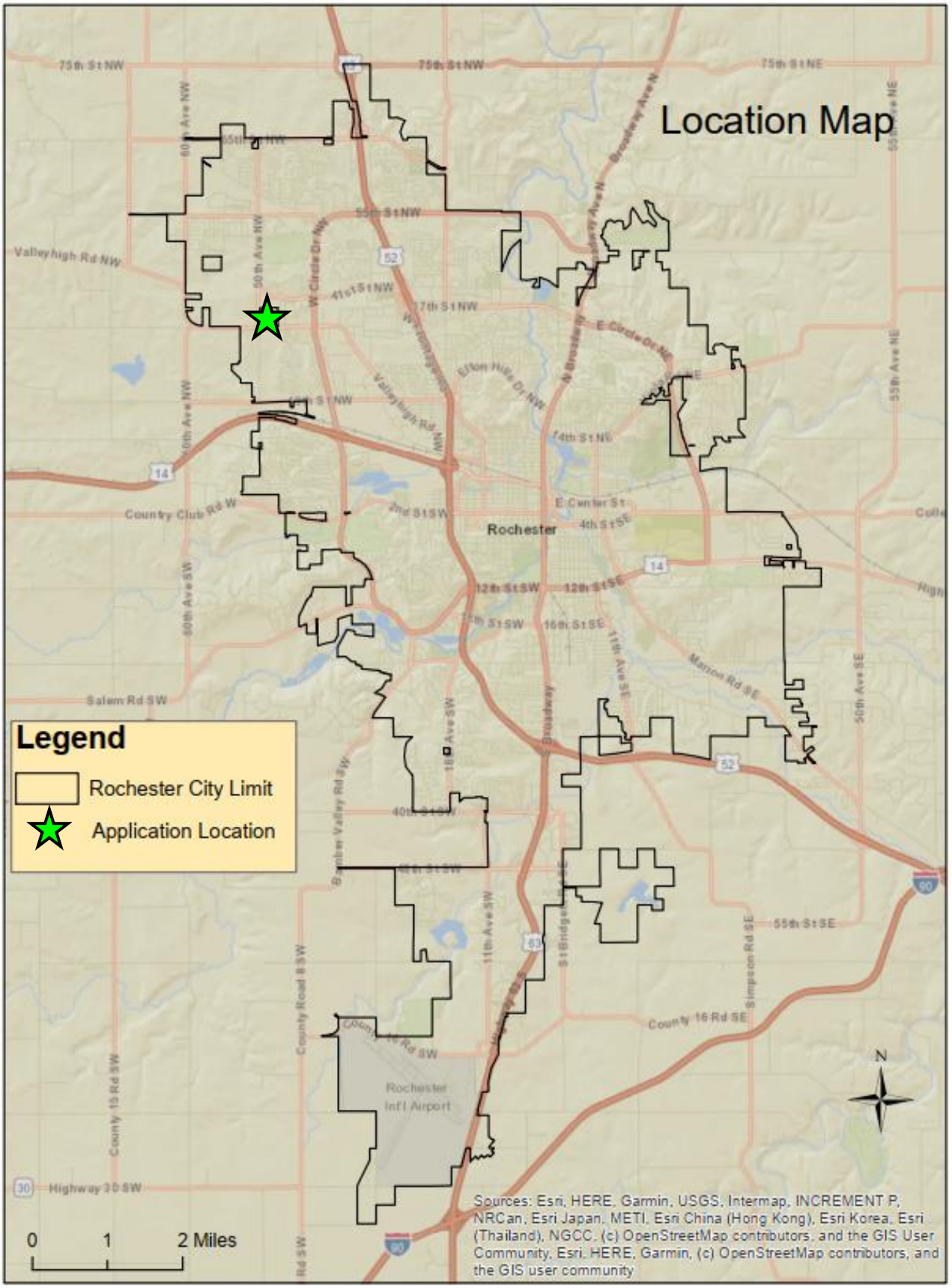
There are three potential options in addressing the planting of required boulevard trees, which includes; 1) Installation prior to or concurrent with the development of the property, 2) Entering into a Boulevard Tree Green Facilities Agreement with the City, or 3) Making a payment to the City for the installation of required Boulevard Trees in-lieu of the developer planting of trees. The subject boulevard trees shall be planted by the developer within a 5-year time period after approval of the Final Plat.

STAFF RECOMMENDATION

Staff is in support of the Boulevard Tree Green Facilities Agreement as the phased planting will protect the investment in boulevard trees while providing trees on developed lots prior to full build of the subdivision.

ATTACHMENTS

1. Location Map
2. Boulevard Tree Green Facilities Agreement, Planting Exhibit and Planting Permit


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

BOULEVARD TREE
GREEN FACILITIES AGREEMENT

THIS AGREEMENT, made as of this _____ day of _____, 2025, by and between ***West 34 Partners, LLC.***, a Minnesota ***limited liability company***, hereinafter referred to as "Owner," and the **City of Rochester**, a Minnesota municipal corporation, hereinafter referred to as "City."

WHEREAS, the Owner owns real property described as:

The Southwest Quarter of the Northwest Quarter of Section 20, Township 107 North, Range 14 West, Olmsted County, Minnesota, EXCEPT the following two parcels:

Part of the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter, Section 20, Township 107, Range 14, Olmsted County, Minnesota, lying westerly of the following described line:

Beginning at the intersection of the south line of said Southwest Quarter of the Northwest Quarter and a line parallel with and 39.96 feet east of the west line of said Southwest Quarter of the Northwest Quarter; thence northerly parallel to said west line 177.41 feet; thence northerly 327.40 feet along a tangential curve concave to the west having a radius of 7,699.00 feet and a central angle of 2 degrees 26 minutes 11 seconds to the intersection with a line parallel with and 33.00 feet east of the west line of said Southwest Quarter of the Northwest Quarter and said line there terminating.

AND

That part of the South 454.00 feet of the West 598.00 feet of the Southwest Quarter of the Northwest Quarter of Section 20, Township 107 North, Range 14 West, Olmsted County, Minnesota, lying easterly of the following described line:

Beginning at the intersection of the south line of said Southwest Quarter of the Northwest Quarter and a line parallel with and 39.96 feet east of the west line of said Southwest Quarter of the Northwest Quarter; thence northerly parallel to said west line 177.41 feet; thence northerly 327.40 feet along a tangential curve concave to the west having a radius of 7,699.00 feet and a central angle of 2 degrees 26 minutes 11

seconds to the intersection with a line parallel with and 33.00 feet east of the west line of said Southwest Quarter of the Northwest Quarter and said line there terminating."

WHEREAS, ***Owner*** has acknowledged its obligation in City Ordinance, for providing ***Boulevard Trees*** along the entire public road frontage of the Property; and,

WHEREAS, the ***Owner*** and City agree that there are practical difficulties that impact the immediate planting of ***Boulevard Trees*** along the frontage of the Property abutting ***public streets*** ; and,

WHEREAS, Owner has requested that the City prepare a ***Boulevard Trees Green Facilities Agreement*** to clarify its obligations for the BADGER HEIGHTS subdivision, in lieu of providing boulevard trees along said frontage concurrent with the installation of infrastructure on and Development of the Property; and,

WHEREAS, the City agrees that execution of a ***Boulevard Tree*** Green Facilities ***Agreement*** will be to the mutual benefit of the Owner, adjoining property owners, and the City,

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

OWNER'S OBLIGATIONS

1. The Owner shall, based on the approved Boulevard Tree Planting Plan attached hereto and incorporated herein, plant 106 trees on boulevards within the Development. The Owner believes the boulevard trees cannot practically be installed at the present time. Therefore, the Owner shall:

a. Install at his own expense the boulevard trees consistent with the provisions of the Boulevard Tree Planting Plan; and,

b. ***Complete the planting of all 106 boulevard trees within a five-year period beginning with the approval of the Final Plat by the City.***

2. <u>City's Election Upon Owner's Non-Planting.</u> In the event Owner fails to plant trees according to terms of this Agreement and the Boulevard Tree Planting Plan, the City may purchase and plant the trees and certify for collection with taxes all costs associated with the purchase and planting of the trees. Interest of 7.5% shall apply from the time the costs are incurred until collected by the County Auditor. The costs shall be collected from those lots adjacent to the boulevard where the trees were planted. Owner hereby waives any hearing

or notice before the costs are certified for collection and further waives all rights to contest or file an appeal of the charges in a court of law.

CITY'S OBLIGATIONS

1. The City agrees to waive the requirement to immediately install the required Boulevard Trees described in #1 of Owner's Obligations, subject to the provisions of this Agreement, and compliance with all other applicable City Codes, Ordinance provisions, and any other separate Agreements between the City and the Owner which pertain to the Property.

GENERAL CONDITIONS

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 ***Boulevard Trees*** required for the Property along the frontage of all ***public streets within or affected by the Development.***
3. The obligations set forth in this document shall run with the land and shall apply to the ***Owner***, its heirs, successors and 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, building code requirements, substandard street charges and parkland dedication policies.
6. 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 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.
7. ***Owner*** & City wish to avoid any development or administrative delays associated with a legal challenge to any of the terms of this Agreement. As such, Owner & City agree that they will not challenge the legality of any term or condition found within this Agreement and specifically waives any and all legal objections they may have to any such term or condition. Notwithstanding any provision in this Agreement to the contrary, this clause will survive the termination or expiration of this Agreement.
8. This Agreement is subject to the approval of the Rochester City Council.

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

Drafted by:
Desmond McGeough
Rochester Community Development Department

Dated this ____ day of _____, 2025.

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_____
Its Mayor

West 34 Partners, LLC.,
a Minnesota limited liability company

By_____

Its President

Attest: _____
Its City Clerk

STATE OF MINNESOTA)
) SS
COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this _____day of _____, 2025, by Kim Norton and Ann Kasel, the Mayor and City Clerk, respectively, of the City of Rochester, a Minnesota municipal corporation, for and on behalf of the municipal corporation.

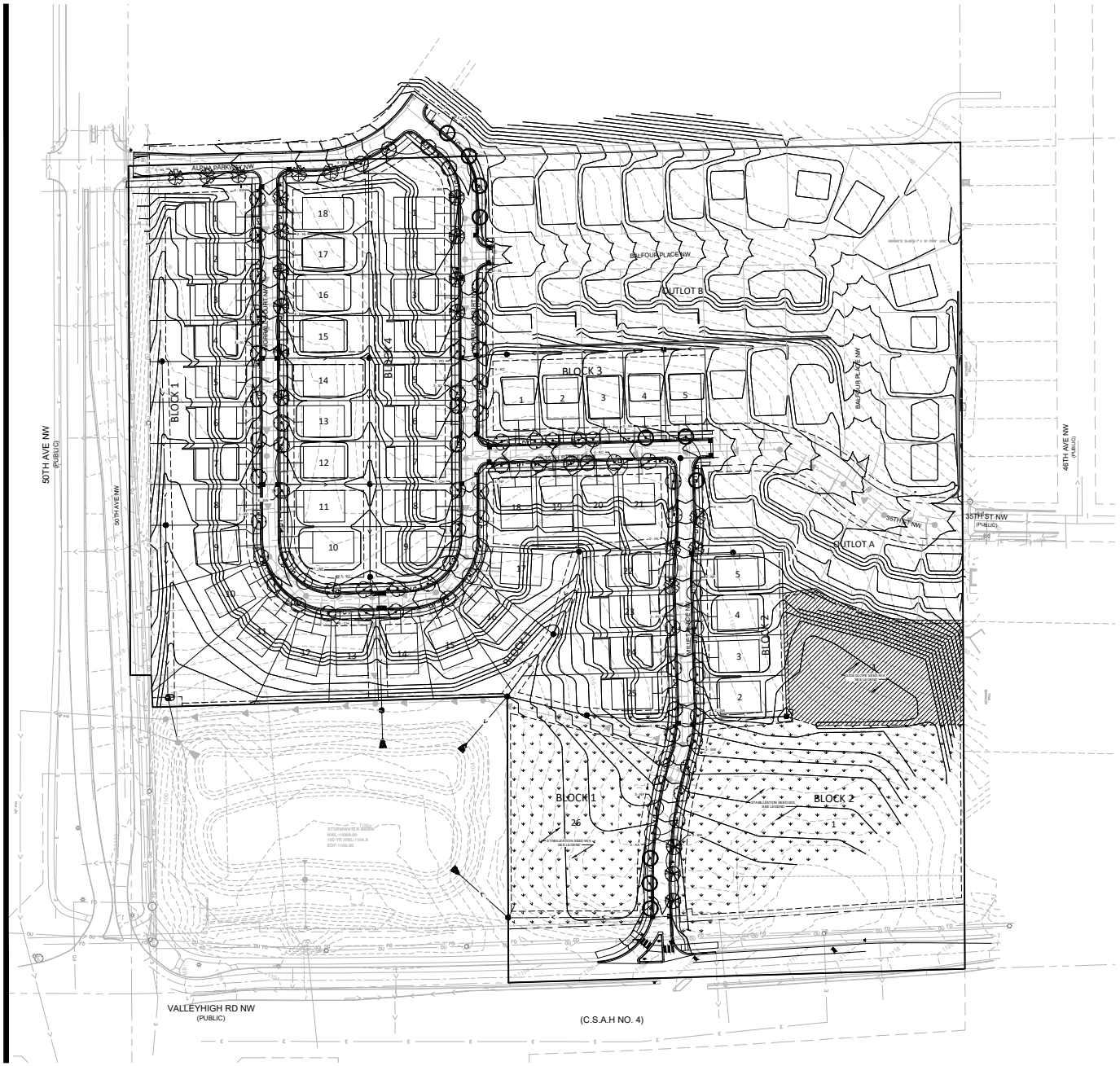
_____
Notary Public

STATE OF MINNESOTA)
) SS
COUNTY OF OLMSTED)

On this 9th day of September 2025, before me, a notary public within and for said county, personally appeared Jeffrey R Brown, the President respectively of ***West 34 Partners, LLC.***, and who is/are personally known to me to be the officer(s) of the said ***limited liability company*** and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed on behalf of ***West 34 Partners, LLC.***

_____
Notary Public

CHRISTOPHER J BEIGHLEY
Notary Public
State of Minnesota
My Commission Expires
January 31, 2028



NOTE:

CONTRACTOR TO INSTALL TREES & LARGE SHRUBS 10' MIN. CLEAR FROM WATER SERVICES AND 15' MIN. CLEAR FROM FIRE HYDRANTS.

LEGEND:

STABILIZATION SEED MIX
(MN STATE DRY PRAIRIE GENERAL MIX 35-221)

SIDE SLOPE SEED MIX
(MN STATE DRY SWALE/POND MIX 33-262)

DECIDUOUS OVERSTORY TREES

N

Know what's below.
Call before you dig.
Dial 811

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SCALE IN FEET

ALLIANT
www.alliant-inc.com

Badger Heights

Rochester, Minnesota

Construction Documents - Phase 1
Landscaping Plan

DATE	DESCRIPTION
5-12-2025	City Submittal
5-30-2025	Mass Grading Permit Set
6-5-2025	ESCA Narrative Revision
7-3-2025	Draft Review Set
7-14-2025	Bluff Tree Plan Review
7-16-2025	City Submittal
7-16-2025	Bid Set
8-12-2025	Construction Documents
8-29-2025	Construction Documents

CERTIFICATION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.

John Gronhovd
7/16/2025 — Date
59233 — License no.

QA/QC CHECK

By — Date

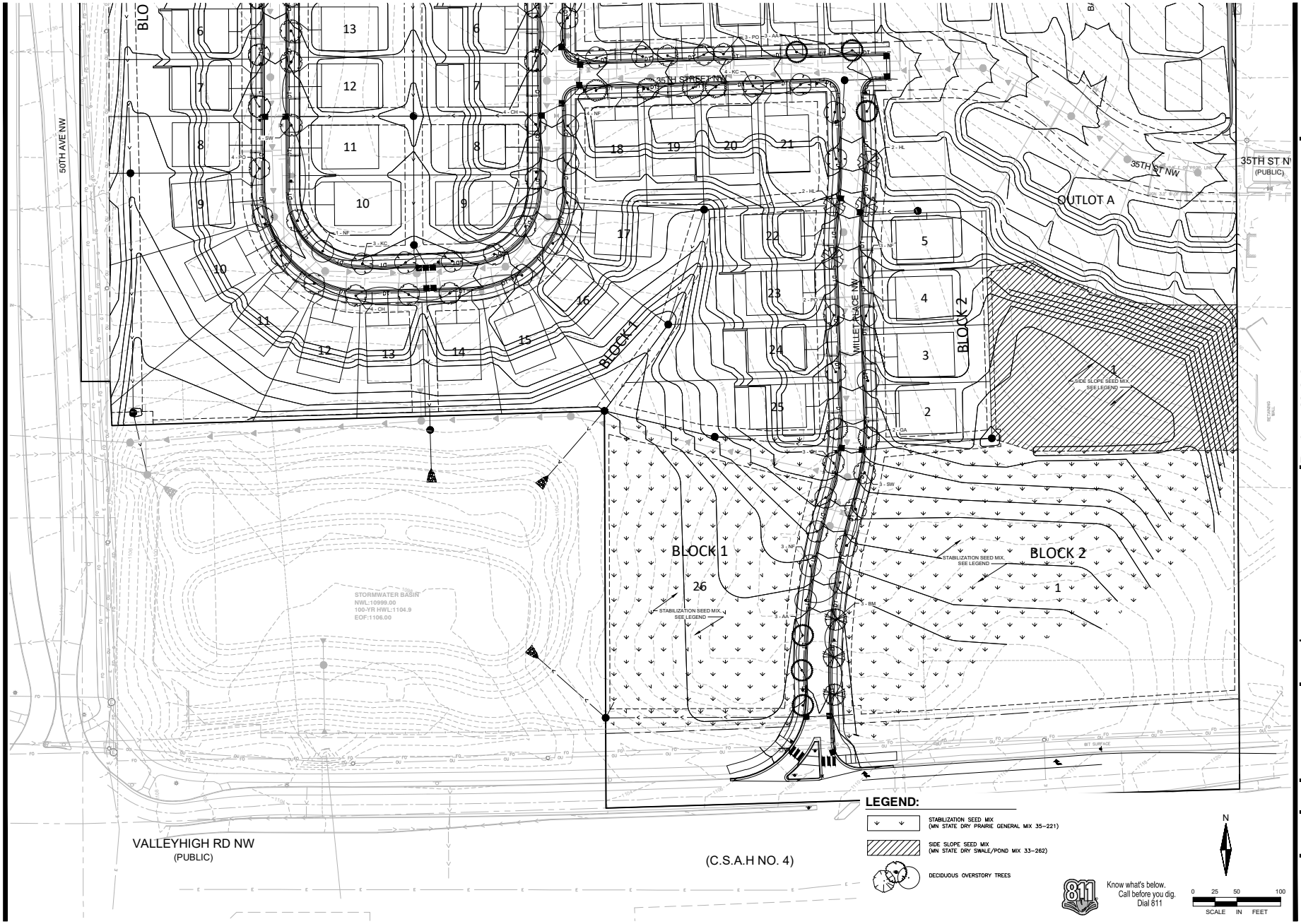
PROJECT TEAM DATA

Designed By: SRM
Drafted By: RNJ
Project No.: 4000344-00

62

Sheet 62 of 65

File Location: X:\4000344-00\01-4\ Design\ 01 Sheets - Construction Documents\LANDSCAPE - Bay Potential - Tyler Strecker on September 5, 2025 at 11:20:13 AM



ALLIANT
www.alliant-inc.com

Badger Heights
Rochester, Minnesota

Construction Documents - Phase 1
Landscaping Plan - View A

DATE	DESCRIPTION
5-12-2025	City Submittal
6-5-2025	Mass Grading Permit Set
6-20-2025	ESR's Review Revision
7-3-2025	Bid Tree Plan Revision
7-14-2025	Bid Tree Plan Review
7-16-2025	City Submittal
7-16-2025	Bid Set
8-12-2025	Construction Documents
8-29-2025	Construction Documents

CERTIFICATION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.

John Gronhovd
7/16/2025 — Date
59233 — License no.

QA/QC CHECK

By — Date

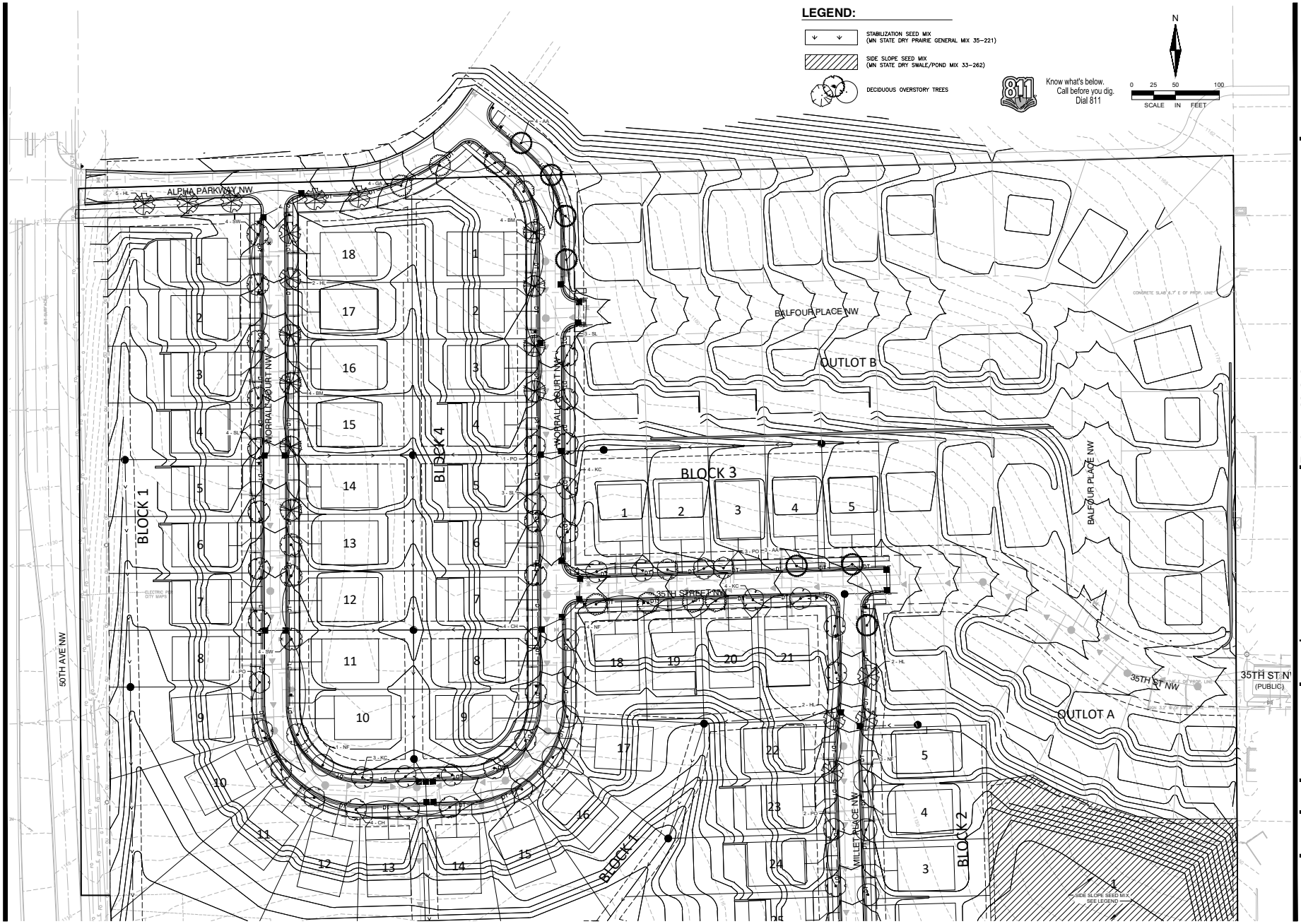
PROJECT TEAM DATA

Designed By: SRM
Drafted By: RNJ
Project No.: 4000344-00

63

Sheet 63 of 65

File Location: X:\4000344-00\09 AE Drawing\1 Sheets - Construction Documents\LANDSCAPE - Bay Pratt.dwg, Tyler Strehlow on September 3, 2025 at 11:29:17 AM



ALLIANT
www.alliant-inc.com

Badger Heights
Rochester, Minnesota

Construction Documents - Phase 1
Landscaping Plan - View B

DATE	DESCRIPTION
5/12/2025	City Submittal
6/2/2025	Mass Grading Permit Set
6/5/2025	ESD's Review Revision
7/3/2025	Bid Tree Plan Revision
7/14/2025	Bid Tree Plan Review
7/16/2025	City Submittal
7/16/2025	Bid Set
8/12/2025	Construction Documents
8/29/2025	Construction Documents

CERTIFICATION

I hereby certify that this plan, specification, or report was prepared by me or under my direct supervision and that I am a duly Licensed Landscape Architect under the laws of the State of Minnesota.

John Gronhovd
7/16/2025 — Date
59233 — License no.

QA/QC CHECK

By — Date

PROJECT TEAM DATA

Designed By: SRM
Drafted By: RNJ
Project No.: 4000344-00

64

Sheet 64 of 65

File Location: X:\4000344-00\10 Design\11 Sheets - Construction Documents\LANDSCAPE - Bay Pointe\By Tyler Brenner on September 5, 2025 at 11:29:01 AM

ROCHESTER PARKS & RECREATION

Parks & Forestry Operations Center
403 E. Center St.
Rochester, MN. 55904
OFFICE: 507-328-2515
FAX: 507-328-2511
EMAIL: ForestryService@rochestermn.gov

BOULEVARD and R.O.W. TREE PLANTING PERMIT

Property Owner: West 34 Partners LLC

Date of Notice: July 17, 2025

Address: Badger Heights

The following described property has been inspected for boulevard or ROW tree planting:

Site: Badger Heights

Pin #: 082377

Permission is granted to West 34 Partners LLC

To plant the following species:

11 – Common Hackberry
11 – Burgundy Belle Red Maple
11 – Skyline Honeylocust
11 – Northern Flare Sugar Maple
10 – Sentry American Linden
10 – Autumn Splendor Buckeye
10 – Autumn Gold Ginkgo
11 – Espresso Kentucky Coffeetree
10 – Majestic Skies Northern Pin Oak
11 – Swamp White Oak

Planting shall only be in marked locations; locations are marked with a white tree planting flag and white paint. For approved locations, see drawing or landscape plan.

DO NOT WRITE IN THIS SPACE
DEPARTMENT USE ONLY

Permit Conditions:.
Tree must be at least 1.5" caliper single stem only and on the City of Rochester approved species list for boulevards. To ensure quality plant stock, we recommend it is obtained from a local tree nursery. Utility locates are required and the responsibility of the party receiving this permit.

Permit Approved: X Permit Denied: _____ Date: July 17, 2025

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Stonebrooke Sixth Boulevard Tree Green Facilities Agreement

MEETING DATE:
October 6, 2025

ORIGINATING DEPT:
Community Development

AGENDA SECTION:
Consent Agenda

PRESENTER:
Desmond McGeough

Action Requested:
Authorizing execution of a Boulevard Tree Green Facilities Agreement with Stonebrooke of Rochester LLC., for the planting of Boulevard Trees within the Stonebrooke Sixth Subdivision.

Report Narrative:
The request for a Boulevard Tree Green Facilities Agreement addresses the boulevard tree planting requirements of Section 60.400.060A in the Unified Development Code (UDC). A Final Plat for Stonebrooke Sixth (CD2025-030PLAT) was recently approved at a public hearing before the Common Council on September 22, 2025. In lieu of planting the trees before the recordation of the plat, the applicant may opt to enter into a Boulevard Tree Green Facilities Agreement with the City. The UDC requires the planting of 90 boulevard trees within the Stonebrooke Sixth subdivision. To protect the investment in boulevard tree plantings, the developer wishes to install the trees at their own expense, as the lots are developed.

There are three potential options in addressing the planting of required boulevard trees, which include: 1) Installation prior to or concurrent with the development of the property, 2) Entering into a Boulevard Tree Green Facilities Agreement with the City, or 3) Making a payment to the City for the installation of required Boulevard Trees in-lieu of the developer planting trees. The subject boulevard trees shall be planted by the developer within a 5-year time period after approval of the Final Plat.

Community Development recommends that the City execute the subject Agreement.

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

Policy Considerations & DEI Impact:
The proposed agreement addresses the Comprehensive Plan core principles of economic vibrancy and growth management, fiscal responsibility and sustainability, and enhancing the integrity of existing neighborhoods.

Prior Legislative Actions & Community Engagement:
March 21, 2016: Council - Approval of General Development Plan #334
April 9, 2025: Teammate Approval - General Development Plan Amendment CD2025-001GDP-A
April 15, 2025: Neighborhood Informational Meeting - Major Land Subdivision

September 22, 2025: Council - Approval of Final Plat No. CD2025-030PLAT

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 - Stonebrooke Sixth Boulevard Tree Green Facilities Agreement

Location Map Exhibit - Stonebrook Sixth Boulevard Tree Green Facilities Agreement

Executed Tree Agreement - Stonebrooke Sixth Boulevard Tree Green Facilities Agreement

Approved Tree Planting Plan - Stonebrooke Sixth Boulevard Tree Green Facilities Agreement

Parks Tree Permit - Stonebrooke Sixth Boulevard Tree Green Facilities Agreement

ROCHESTER COMMUNITY DEVELOPMENT

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

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

Rochester City Council **October 6, 2025**

Prepared By: Rochester Community Development Department

Request: Boulevard Tree Green Facilities Agreement for Stonebrook Sixth, by Stonebrook of Rochester, LLC.

Location: The subject site is located east of Stonebrooke Fifth Subdivision, east of Sunnydale Ln. east of 40th Ave SE, and south of College View Dr SE. (PIN, 086646)

Applicant: Stonebrook of Rochester, LLC.

PROJECT SUMMARY

The request for a Boulevard Tree Green Facilities Agreement addresses the boulevard tree planting requirements of Section 60.400.060A in the Unified Development Code (UDC). A Final Plat for Stonebrooke Sixth (CD2025-030-PLAT) was recently approved at a public hearing before the Common Council on September 22, 2025. In lieu of planting the trees prior to the recordation of the plat, the applicant may opt to enter into a Boulevard Tree Green Facilities Agreement with the City. The UDC requires the planting of 90 boulevard trees within the Stonebrooke Sixth subdivision. To protect the investment in boulevard tree plantings, the developer wishes to install the trees, at their own expense, as the lots are developed.

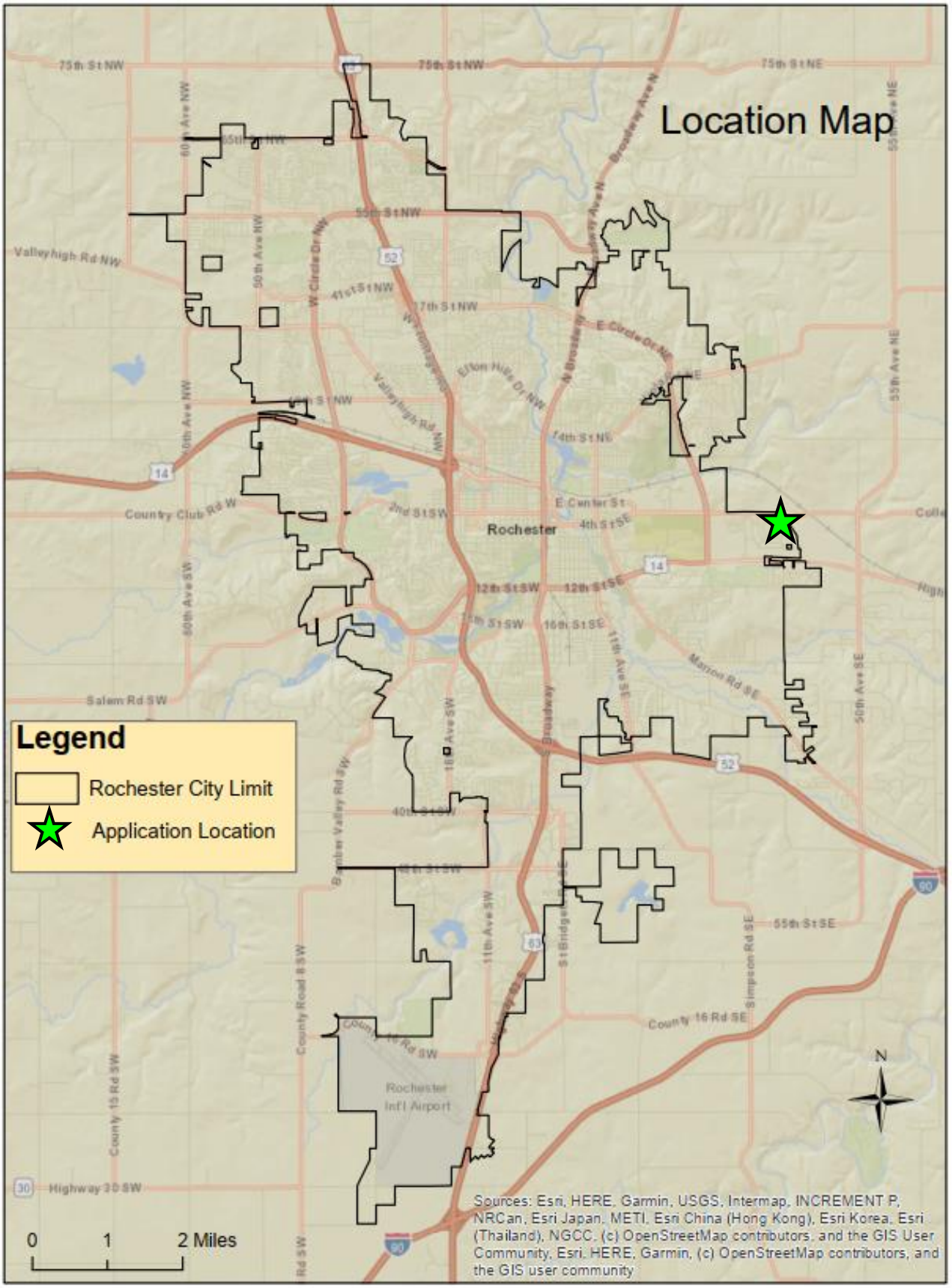
There are three potential options in addressing the planting of required boulevard trees, which includes; 1) Installation prior to or concurrent with the development of the property, 2) Entering into a Boulevard Tree Green Facilities Agreement with the City, or 3) Making a payment to the City for the installation of required Boulevard Trees in-lieu of the developer planting of trees. The subject boulevard trees shall be planted by the developer within a 5-year time period after approval of the Final Plat.

STAFF RECOMMENDATION

Staff is in support of the Boulevard Tree Green Facilities Agreement as the phased planting will protect the investment in boulevard trees while providing trees on developed lots prior to full build of the subdivision.

ATTACHMENTS

1. Location Map
2. Boulevard Tree Green Facilities Agreement, Planting Exhibit and Planting Permit


Location Map
Legend
Rochester City Limit
Application Location
Rochester
Rochester Int'l Airport
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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

BOULEVARD TREE
GREEN FACILITIES AGREEMENT

THIS AGREEMENT, made as of this 15 day of September, 2025, by and ***Stonebrook of Rochester, LLC.,*** a Minnesota ***limited liability company***, hereinafter referred to as "Owner," and the **City of Rochester**, a Minnesota municipal corporation, hereinafter referred to as "City."

WHEREAS, the Owner owns real property described as:

Outlot C, Stonebrooke Fifth Addition, Olmsted County, Minnesota.

hereinafter referred to as the "Property";

WHEREAS, ***Owner*** has acknowledged its obligation in City Ordinance, for providing ***Boulevard Trees*** along the entire public road frontage of the Property; and,

WHEREAS, the ***Owner*** and City agree that there are practical difficulties that impact the immediate planting of ***Boulevard Trees*** along the frontage of the Property abutting ***public streets*** ; and,

WHEREAS, Owner has requested that the City prepare a ***Boulevard Trees Green Facilities Agreement*** to clarify its obligations for the STONEBROOKE SIXTH subdivision, in lieu of providing boulevard trees along said frontage concurrent with the installation of infrastructure on and Development of the Property; and,

WHEREAS, the City agrees that execution of a ***Boulevard Tree*** Green Facilities ***Agreement*** will be to the mutual benefit of the Owner, adjoining property owners, and the City,

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

OWNER'S OBLIGATIONS

1. The Owner shall, based on the approved Boulevard Tree Planting Plan attached hereto and incorporated herein, plant 90 trees on boulevards within the Development. The Owner believes the boulevard trees cannot practically be installed at the present time. Therefore, the Owner shall:

a. Install at his own expense the boulevard trees consistent with the provisions of the Boulevard Tree Planting Plan; and,

b. *Complete the planting of all 90 boulevard trees within a five-year period beginning with the approval of the Final Plat by the City.*

2. City's Election Upon Owner's Non-Planting. In the event Owner fails to plant trees according to terms of this Agreement and the Boulevard Tree Planting Plan, the City may purchase and plant the trees and certify for collection with taxes all costs associated with the purchase and planting of the trees. Interest of 7.5% shall apply from the time the costs are incurred until collected by the County Auditor. The costs shall be collected from those lots adjacent to the boulevard where the trees were planted. Owner hereby waives any hearing or notice before the costs are certified for collection and further waives all rights to contest or file an appeal of the charges in a court of law.

CITY'S OBLIGATIONS

1. The City agrees to waive the requirement to immediately install the required Boulevard Trees described in #1 of Owner's Obligations, subject to the provisions of this Agreement, and compliance with all other applicable City Codes, Ordinance provisions, and any other separate Agreements between the City and the Owner which pertain to the Property.

GENERAL CONDITIONS

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 ***Boulevard Trees*** required for the Property along the frontage of all ***public streets within or affected by the Development***.
3. The obligations set forth in this document shall run with the land and shall apply to the ***Owner***, its heirs, successors and 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, building code requirements, substandard street charges and parkland dedication policies.

6. 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 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.
7. ***Owner*** & City wish to avoid any development or administrative delays associated with a legal challenge to any of the terms of this Agreement. As such, Owner & City agree that they will not challenge the legality of any term or condition found within this Agreement and specifically waives any and all legal objections they may have to any such term or condition. Notwithstanding any provision in this Agreement to the contrary, this clause will survive the termination or expiration of this Agreement.
8. This Agreement is subject to the approval of the Rochester City Council.

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

Drafted by:
Desmond McGeough
Rochester Community Development Department

Dated this 15 day of Sept., 2025.

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_____
Its Mayor

Stonebrooke of Rochester, LLC.,
a Minnesota limited liability company

By_____
Peter Dunlap
Its owner/manager

Attest: _____
Its City Clerk

STATE OF MINNESOTA)
) SS
COUNTY OF OLMSTED)

The foregoing instrument was acknowledged before me this _____day of _____, 2025, by Kim Norton and Ann Kasel, the Mayor and City Clerk, respectively, of the City of Rochester, a Minnesota municipal corporation, for and on behalf of the municipal corporation.

_____
Notary Public

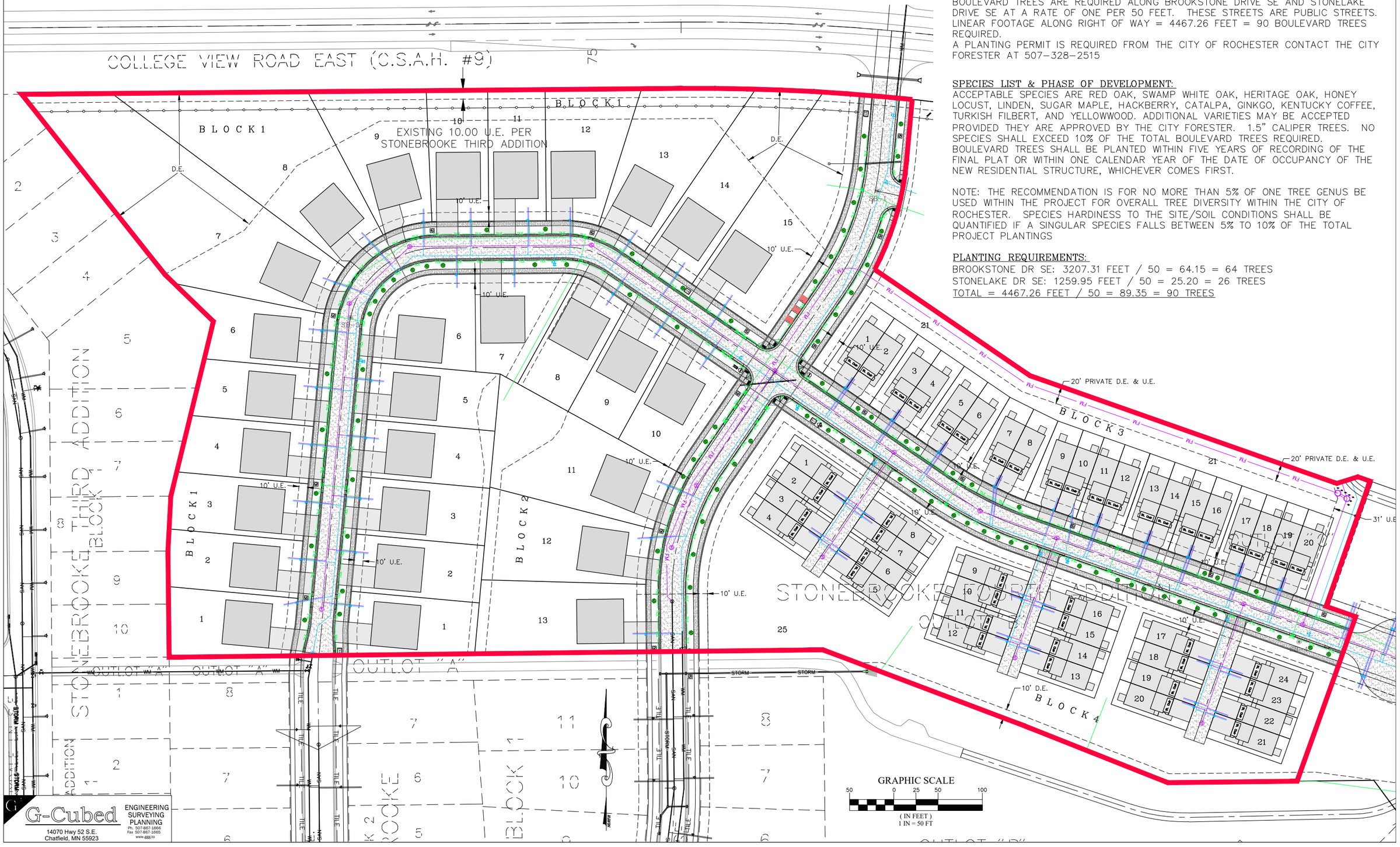
STATE OF MINNESOTA)
) SS
COUNTY OF ~~OLMSTED~~) Hennepin B.H.

On this 15th day of September, 2025, before me, a notary public within and for said county, personally appeared Peter Dunlap, the owner/manager respectively of ***Stonebrooke of Rochester, LLC.***, and who is/are personally known to me to be the officer(s) of the said ***limited liability company*** and who executed the foregoing instrument and acknowledged that he/she/they executed the same as his/her/their free act and deed on behalf of ***Stonebrook of Rochester, LLC.***

Briggs Haugen
Notary Public

BRIGGS T HAUGEN
Notary Public
Minnesota
My Commission Expires
Jan 31, 2029

STONEBROOKE SIXTH
BOULEVARD TREE
PLANTING PLAN



BOULEVARD TREE PLANTING CRITERIA:

DEVELOPMENT OF THE PROPERTY FOLLOWS THE GUIDELINES OF AN R-1 (MIXED USE SINGLE FAMILY) DISTRICT ALLOWING SINGLE FAMILY HOMES, AND AN R-2 (LOW DENSITY SMALL LOT) DISTRICT ALLOWING DUPLEXES AND OTHER ATTACHED DWELLINGS. THE BUFFERYARD INDICATOR FOR THESE USES IS NONE. NO BUFFERYARDS ARE REQUIRED FOR THIS PROJECT.

BOULEVARD TREES ARE REQUIRED ALONG BROOKSTONE DRIVE SE AND STONELAKE DRIVE SE AT A RATE OF ONE PER 50 FEET. THESE STREETS ARE PUBLIC STREETS.

LINEAR FOOTAGE ALONG RIGHT OF WAY = 4467.26 FEET = 90 BOULEVARD TREES REQUIRED.

A PLANTING PERMIT IS REQUIRED FROM THE CITY OF ROCHESTER CONTACT THE CITY FORESTER AT 507-328-2515

SPECIES LIST & PHASE OF DEVELOPMENT:

ACCEPTABLE SPECIES ARE RED OAK, SWAMP WHITE OAK, HERITAGE OAK, HONEY LOCUST, LINDEN, SUGAR MAPLE, HACKBERRY, CATALPA, GINKGO, KENTUCKY COFFEE, TURKISH FILBERT, AND YELLOWWOOD. ADDITIONAL VARIETIES MAY BE ACCEPTED PROVIDED THEY ARE APPROVED BY THE CITY FORESTER. 1.5" CALIPER TREES. NO SPECIES SHALL EXCEED 10% OF THE TOTAL BOULEVARD TREES REQUIRED.

BOULEVARD TREES SHALL BE PLANTED WITHIN FIVE YEARS OF RECORDING OF THE FINAL PLAT OR WITHIN ONE CALENDAR YEAR OF THE DATE OF OCCUPANCY OF THE NEW RESIDENTIAL STRUCTURE, WHICHEVER COMES FIRST.

NOTE: THE RECOMMENDATION IS FOR NO MORE THAN 5% OF ONE TREE GENUS BE USED WITHIN THE PROJECT FOR OVERALL TREE DIVERSITY WITHIN THE CITY OF ROCHESTER. SPECIES HARDINESS TO THE SITE/SOIL CONDITIONS SHALL BE QUANTIFIED IF A SINGULAR SPECIES FALLS BETWEEN 5% TO 10% OF THE TOTAL PROJECT PLANTINGS

PLANTING REQUIREMENTS:

BROOKSTONE DR SE: 3207.31 FEET / 50 = 64.15 = 64 TREES

STONELAKE DR SE: 1259.95 FEET / 50 = 25.20 = 26 TREES

TOTAL = 4467.26 FEET / 50 = 89.35 = 90 TREES

G-Cubed
ENGINEERING
SURVEYING
PLANNING
14070 Hwy 52 S.E.
Chatfield, MN 55923
Ph. 507-867-1666
Fax 507-867-1665
www.ggg.to

ROCHESTER PARKS & RECREATION

Parks & Forestry Operations Center
403 E. Center St.
Rochester, MN. 55904
OFFICE: 507-328-2515
FAX: 507-328-2511
EMAIL: ForestryService@rochestermn.gov

BOULEVARD and R.O.W. TREE PLANTING PERMIT

Property Owner: Stonebrooke of Rochester LLC – Andrew Dunlap

Date of Notice: September 11, 2025

Address: 695 County Rd 19, Mound, MN 55364

The following described property has been inspected for boulevard or ROW tree planting:

Site: Stonebrooke Sixth

Pin #: 086646

Permission is granted to Stonebrooke of Rochester LLC – Andrew Dunlap

To plant the following species:
10 – Swamp White Oak
10 – Honeylocust
10 – Hackberry
10 – Red Maple
10 – Catalpa
10 – Kentucky Coffee Tree
10 – Yellowwood
10 – Red Oak
10 – American Linden

Planting shall only be in marked locations; locations are marked with a white tree planting flag and white paint. For approved locations, see drawing or landscape plan.

DO NOT WRITE IN THIS SPACE
DEPARTMENT USE ONLY

Permit Conditions:.
Tree must be at least 1.5" caliper single stem only and on the City of Rochester approved species list for boulevards. To ensure quality plant stock, we recommend it is obtained from a local tree nursery. Utility locates are required and the responsibility of the party receiving this permit.

Permit Approved: X Permit Denied: _____ Date: September 11, 2025

ROCHESTER
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F.20

REQUEST FOR ACTION

Property Acquisition - Cascade Creek Restoration Phase 2

MEETING DATE:
October 6, 2025

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Aaron Luckstein

Action Requested:

Adopting a Resolution authorizing:

1. Staff to acquire 43.48 acres from Ralph & Agnes Nigon Family Farms LLC as outlined in the purchase agreement and for the reasons stated and;
2. The Mayor and City Clerk to sign any documents necessary to acquire the subject property.

Report Narrative:

Since 2014, the City has partnered with the Minnesota Department of Natural Resources (MN DNR), Olmsted County, and the Olmsted County Soil and Water Conservation District (OCSWCD) to restore the streambank and construct sedimentation and flow attenuation ponds within the South Branch of the Cascade Creek Watershed.

Phase 1, located between West Circle Dr SW and 45th Ave SW through the Meadows Lake Area, was completed in 2017. It was funded through a State of Minnesota Clean Water Grant, with matching contributions from Olmsted County and the City.

Phase 2 is now advancing through continued collaboration with the MN DNR, Olmsted County, OCSWCD, and the City. This phase will restore the creek from 45th Ave SW westward through the Ralph and Agnes Nigon Family Farm LLC property, ending at the southwest corner of Parcel ID 640611089159, where the stream's natural channel resumes.

The project will include, but not be limited to:

- Restoring the stream channel to its natural alignment
- Stabilizing streambanks to reduce erosion and sedimentation
- Increasing floodwater storage capacity
- Enhancing aquatic and upland habitat

Funding for planning and construction is secured through a 319 Clean Water Fund grant and a Lessard-Sams Outdoor Heritage Fund grant obtained by MN DNR and OCSWCD. The City's primary responsibility is to acquire land needed to meet local grant match requirements.

City staff reached a verbal agreement with the Nigon Family to purchase the undevelopable floodway portion of their property. Upon approval of the purchase agreement, the City and the Nigon Family will seek subdivision approval from Rochester Township.

Design of the stream realignment will be coordinated with adjacent landowners. Additionally, the City's Sanitary Sewer Master Plan identifies this parcel as a potential route for a future sanitary sewer trunk line. On September 8, 2025, the Council approved a contract with WHKS to complete the associated engineering design. Sewer placement will be coordinated with the stream realignment to ensure compatibility.

Land acquisition and related costs will be funded by Storm Water Utility Enterprise Fund, specifically Map #4 – Funding for Land Acquisition - J6744 as identified in the Council-approved 2024-2029 Stormwater Capital Improvement Plan.

Priorities & Foundational Principles:

Responsible Environmental Stewardship
Fiscal Responsibility and Sustainability

Policy Considerations & DEI Impact:

The proposed project and the purchase of the property is consistent with City plans and policies, and future planning related to water quality protection and improvement, flood protection, and reduction in sedimentation loading to downstream areas.

Prior Legislative Actions & Community Engagement:

While there were prior council actions related to Phase 1, as well as the recent Council approval for the coordinated sewer extension planning, there are no prior legislative actions specifically related to Phase 2.

No community engagement has occurred to date or is planned to occur as it relates to the purchase of this property. Future community engagement will occur regarding long-term recreational use of the area, such as the addition of walking and biking trails or wildlife viewing areas.

Fiscal & Resource Impact:

The purchase of this property will be funded by Map #4 - Funding for Land Acquisition J6744 of the 2024-20229 CIP. Funding is sourced from retained earnings of the Storm Water Utility Enterprise Fund.

Alternative Action(s):

No alternative actions are suggested.

Prepared By:

Aaron Luckstein

Attachments:

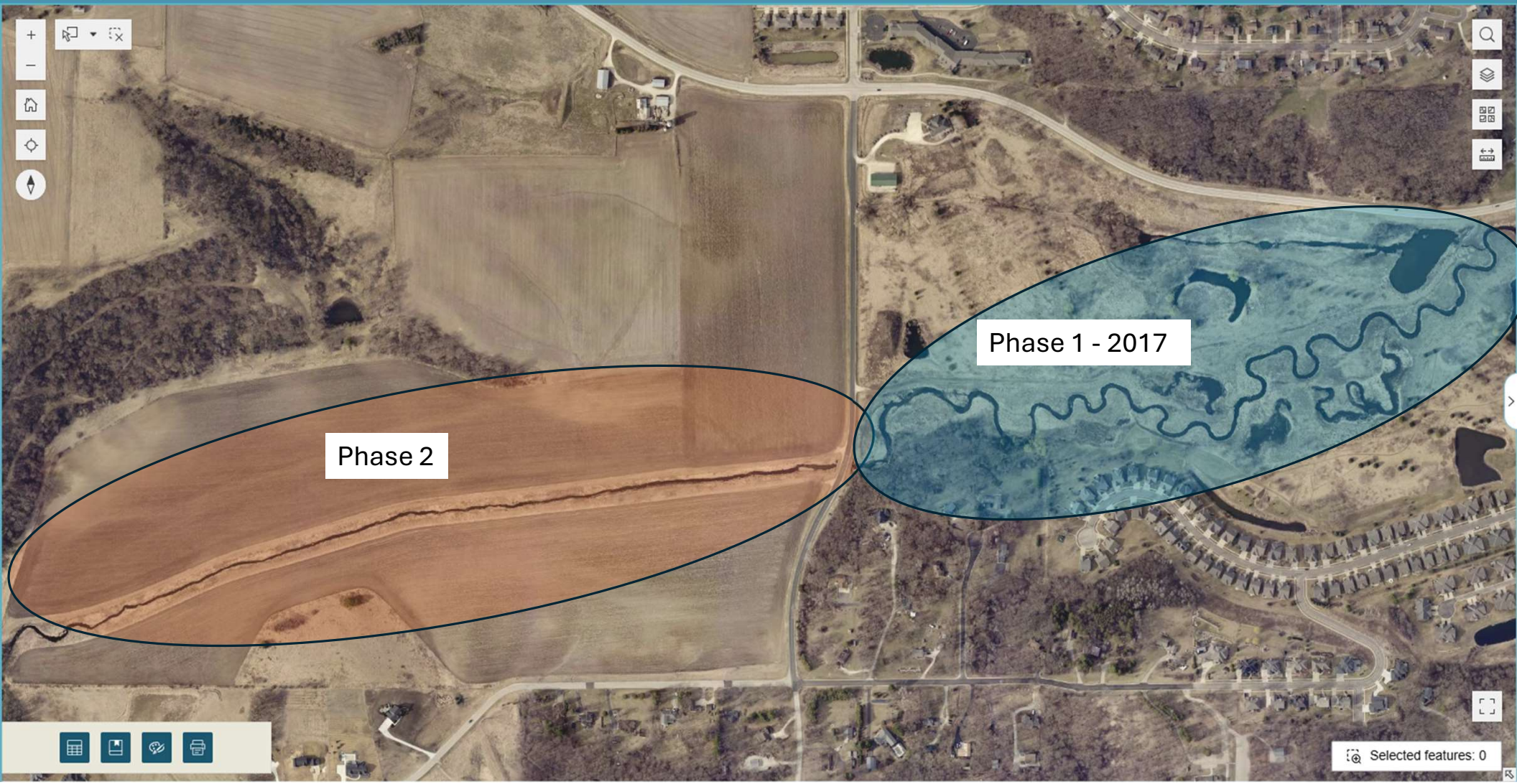
Map - Phase 2 location

Purchase Agreement - Ralph & Agnes Nigon Family Farm LLC

Resolution - Purchase Agreement for Ralph & Agnes Nigon Family Farm LLC

CITY OF ROCHESTER MINNESOTA

City of Rochester Internal Map



PURCHASE AGREEMENT

THIS PURCHASE AGREEMENT (the "Agreement") is made as of this ____ day of _____, 2025, by and between the City of Rochester, a Minnesota municipal corporation (the "Buyer" or the "City") and Ralph & Agnes Nigon Family Farm, LLC, a Minnesota limited liability company (the "Seller").

1. EXISTING PARCEL. Seller is the fee owner of certain real property located in the Rochester Township, Olmsted County, Minnesota (PID Nos. 640522041608 and 640611089159), legally described on the attached Exhibit A (the "Existing Parcel"). The legal description of the Existing Parcel may be amended, if necessary, following completion of the City's title search.

2. OFFER/ACCEPTANCE. In consideration of the covenants and representations herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, subject to the terms of this Agreement Seller agrees to sell to Buyer, and Buyer agrees to purchase from Seller, certain real property comprising a portion of the Existing Parcel consisting of approximately 43.48 acres of land as legally described on the attached Exhibit B and further depicted on the attached Exhibit C (collectively, the "Property"). As more particularly set forth in this Agreement, Buyer shall subdivide the Property from the Existing Parcel prior to the Closing Date.

3. PERSONAL PROPERTY, FIXTURES. Seller agrees to sell the Property to the City and grant the City the exclusive right to purchase the Property, and the City agrees to purchase the Property according to the terms and conditions of this Agreement. The City acknowledges that no items of personal property are included in the sale of the Property.

4. PURCHASE PRICE AND TERMS.

A. Purchase Price. Buyer shall pay to Seller a price of $3,300 per acre, for a total purchase price of $143,484 (the "Purchase Price"). The Purchase Price will be paid by Buyer by electronic transfer or other immediately available funds on the date of closing on the Property according to the terms of this Agreement.

B. Deed/Marketable Title. Subject to performance by Buyer, Seller agrees to execute and deliver a Warranty Deed in recordable form conveying marketable title to the Property to Buyer.

5. CONTINGENCIES. Buyer's obligation to purchase the Property is contingent upon: (a) Buyer's approval of this Agreement by Buyer's governing body; (b) the subdivision of the Property from the Existing Parcel; (c) Buyer's determination of satisfactory title to the Property, at its sole discretion; (d) Buyer's satisfaction of an environmental review of the Property, at its sole discretion; and (e) Buyer's satisfaction of a physical inspection of the Property, at its sole discretion. Buyer shall have the time described in Paragraph 7 below to complete its Due Diligence review. The contingencies are solely for the benefit of Buyer and, with the exception of contingencies 4.(a) and 4.(b), may be waived by Buyer. If Buyer gives written notice to Seller that the contingencies are duly satisfied or waived, Buyer and Seller shall proceed to close the transaction.

If any contingency is not satisfied or waived, this Agreement may be voided at the written option of Buyer, and neither party shall have any further obligations under this Agreement.

6. TITLE MATTERS. As soon as reasonably possible after execution of this Agreement by both parties, Buyer shall obtain a commitment for an owner's policy of title insurance for the Property as issued by a title company of Buyer's choice ("Title Company"), naming Buyer as the proposed insured (the "Title Commitment"). Buyer shall provide a copy of the Title Commitment to Seller. Buyer shall have 10 calendar days from the date it receives the Title Commitment to raise any written objections to the Title Commitment ("Objections"). If any Objections are made by Buyer, Seller may be allowed until the Closing Date to cure the Objections and make the title to the Property good and marketable of record in Seller. Notwithstanding the foregoing, Seller shall have no obligation to cure any Objections. If any Objections remain uncured by Seller on the Closing Date, Buyer, as its sole and exclusive remedy, may either: (A) terminate this Agreement by giving written notice to the Seller; or (B) elect to accept the title in its unmarketable condition and without reduction of the Purchase Price by giving written notice to Seller, and neither party shall have any further obligations under this Agreement.

7. DUE DILIGENCE PERIOD. The term "Due Diligence Period" shall mean the period commencing on the Agreement Date and ending 45 days following the Agreement Date. Buyer shall have one option to, by written notice to Seller made on or before the end of the then applicable Due Diligence Period, extend the Due Diligence Period by 15 days. During the Due Diligence Period, upon 24 hours' notice to Seller, Buyer, its agents and employees shall have the right to enter upon the Property at all reasonable hours and conduct environmental and physical inspection of the Property (the "Inspections"). The Inspections may include surveying, investigations, soil borings and testing, and drilling, monitoring, sampling and testing of any wells, and other inspections as Buyer may elect. All Inspections conducted by Buyer shall be at Buyer's sole expense. Buyer shall return any portion of the Property disturbed by the Inspections to its original or similar condition at Buyer's expense, except that Buyer shall not be required to restore any latent defect or pre-existing condition at the Property not caused by Buyer's or its agents', contractors' or employees' entry on the Property. Buyer shall indemnify, defend, and hold Seller harmless from and against any damage, injury, claim or lien caused by the activities of Buyer or its agents on the Property, provided, however, that Buyer shall have no responsibility or liability, and no obligation to indemnify or defend Seller, for (a) any act or omission of Seller or Seller's officials, agents, employees, and representatives; (b) any adverse condition or defect on or affecting the Property not caused or impacted by Buyer or its employees, agents, consultants, or contractors discovered during the Inspections including, without limitation, the pre-existing presence or discovery of any matter such as, but not limited to, any Hazardous Substance as defined as including, without limitation, gasoline, petroleum products, explosives, radioactive materials, hazardous materials, hazardous wastes, hazardous or toxic substances, polychlorinated biphenyls or related or similar materials, asbestos or any material containing asbestos, or any other substance or material as may be defined as a hazardous or toxic substance by any federal, state or local environmental law, ordinance, rule, or regulation including, without limitation, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601, et seq.), the Hazardous Materials Transportation Act, as amended (42 U.S.C. Section 1801, et seq.), the Resource Conservation and Recovery Act, as amended (42 U.S. C. Section 1251, et seq.), the Clean Air Act, as amended (42 U.S.C. Section 7401, et seq.) and in the regulations adopted and publications promulgated pursuant thereto; (c) the results or findings of any inspection

not caused or impacted by Buyer or its employees, agents, consultants, or contractors discovered during their inspections; and/or (d) Buyer's election to terminate this Agreement as a result of any Inspection pursuant to this Agreement.

8. SUBDIVISION OF THE PROPERTY FROM THE EXISTING PARCEL. Prior to the Closing Date, Seller shall subdivide the Property from the Existing Parcels in conformance with the legal description and depiction of the Property as set forth on Exhibits B and C, in consultation with Buyer and any other applicable governmental and quasi-governmental authorities (collectively, the "Governing Authorities") and in accordance with all applicable laws. The subdivision of the Existing Parcel shall be undertaken through a joint application by Buyer and Seller. Seller shall be responsible for submitting the application and paying the application fee. Buyer shall reimburse Seller in the amount of Nine Hundred Seventy-Eight Dollars ($978.00) for the subdivision application and related fees. Buyer shall reasonably cooperate with Seller's applications for, and other matters related to the subdivision executing any documents or other agreements reasonably necessary to process and effectuate the subdivision of the Property from the Existing Parcel. Following approval of the subdivision by the Governing Authorities and , the legal depiction of the Property as established by the subdivision, if differing from the legal description of the Property in Exhibit B, shall automatically replace the description and depiction of the Property set forth on the Exhibits attached to this Purchase Agreement, and the updated legal description shall thereafter be used as the legal description of the Property for purposes of conveying the Property from Seller to Buyer at the Closing.

9. CLOSING. The closing shall take place on November 14, 2025, or on such other date mutually agreed upon by the Parties. The closing shall be conducted as an escrow closing through the offices of the Title Company, or such other process or location mutually agreed upon by the Parties.

10. DOCUMENTS TO BE DELIVERED AT CLOSING BY SELLER. In addition to the Warranty Deed required at Paragraph 4.B., Seller shall deliver to Buyer:

(a) Standard form Affidavit of Seller.

(b) ALTA Statement or other form of Settlement Statement prepared by the title company closing of the purchase and sale of the Property.

(c) FIRPTA affidavit that Seller is not a "foreign person" as such term is defined within Section 1445 of the Internal Revenue Code.

(c) A certificate in a form acceptable to Buyer certifying that the Seller's representations and warranties as contained in this Agreement are true now and on the Closing Date as if made on the Closing Date (the "Bring-Down Certificate").

(d) Well disclosure certification, if required.

(e) Any other documents as may be reasonably required by the title insurance company in order to complete the transaction contemplated by this

Agreement.

11. DOCUMENTS TO BE DELIVERED AT CLOSING BY BUYER.

(a) Any affidavits of Buyer, certificates of value, or other documents as may be reasonably required by the title company in order to complete the transaction contemplated by this Agreement.

12. SELLER'S WARRANTIES. Seller represents and warrants to Buyer now and as of the Closing Date that:

(a) Authority. Seller is the fee owner of the Property and has the requisite power and authority to enter into this Agreement, and the persons signing this Agreement and the Seller's closing documents on behalf of the Seller are authorized to do so. Seller will cause the Property to be released from any mortgages or other liens at or prior to the Closing Date.

(b) Rights of Others to Purchase the Property. Seller has not entered into any other contracts for the sale of the Property, nor are there any rights of first refusal or options to purchase the Property or any other rights of others that might prevent the consummation of this Agreement. Buyer acknowledges that Seller has an existing contract with Pulte Homes of Minnesota, LLC which Seller will have amended prior to Closing to remove the Subject Property.

(c) Green Acres Taxes. Seller shall promptly pay when due any and all taxes related to Olmsted County Green Acres tax or payoffs thereof for the Property, if any, and as may be described in a Green Acres payoff statement provided by Olmsted County.

(d) Legal Proceedings. There is no action, litigation, investigation, condemnation, or proceeding of any kind pending, and Seller has no actual knowledge that any such action is contemplated.

(e) Wells. Seller does not know of any wells on the Property.

(f) Underground Storage Tanks. Seller does not know of any underground storage tanks located on the Property.

(g) Sewage Treatment Systems. Seller does not know of any existing septic system or septic tanks located on the Property.

(h) No Planned Improvements. Seller has received no notices with respect to improvements planned which may result in special assessments being levied against the Property before the Closing Date.

(i) Methamphetamine Production. To the best of Seller's knowledge, methamphetamine production has not occurred on the Property.

(j) Foreign Status. Seller is not a "foreign person" as such term is defined in the Internal Revenue Code.

(k) Tenants. There are no leases affecting the Property and no third parties in possession of the Property. Notwithstanding the foregoing, Seller and Buyer acknowledge that the Property is subject to an existing agricultural lease for the 2025 crop year. If Closing occurs before completion of the 2025 harvest, the tenant farmer shall have the unrestricted right to enter and occupy the Property as reasonably necessary to complete the harvest, and the lease shall be deemed extended solely for that purpose. The lease and all possessory rights shall automatically terminate upon completion of the 2025 harvest without further action by any party. Seller shall remain responsible for all liabilities and obligations arising under the lease until its termination.

All such representations and warranties shall be true and correct on and as of the Closing Date with the same force and effect as if made at that time; and all of such representations and warranties shall survive the closing and any cancellation or termination of this Agreement.

13. BUYERS REPRESENTATIONS AND WARRANTIES. Buyer represents and warrants to Seller that:

(a) Organization and Authority. Buyer has the requisite power and authority to enter into and perform this Agreement. The persons signing this Agreement and the Buyer's closing documents on behalf of the Buyer are authorized to do so.

(b) Indemnification for the Buyer's Investigation. Buyer shall promptly pay when due any and all charges related to its Inspections.

All such representations and warranties shall be true and correct on and as of the Closing Date with the same force and effect as if made at that time; and all of such representations and warranties shall survive the closing and any cancellation or termination of this Agreement.

14. "AS-IS" SALE. Buyer acknowledges that it has inspected or has had the opportunity to inspect the Property and agrees to accept the Property "AS IS" with no right of set off or reduction in the purchase price. Such sale shall be without representation of warranties, express or implied, either oral or written, made by Seller or any official, employee, contractor, or agent of Seller with respect to the physical condition of the Property, including but not limited to, the existence or absence of petroleum, hazardous substances, pollutants or contaminants in, on, or under, or affecting the Property or with respect to the compliance of the Property or its operation with any laws, ordinances, or regulations of any government or other body, except as stated above. Buyer acknowledges and agrees that Seller has not made and does not make any representations, warranties, or covenants of any kind or character whatsoever, whether expressed or implied, with respect to warranty of income potential, operating expenses, uses, habitability, tenant ability, or suitability for any purpose, merchantability, or fitness of the Property for a particular purpose, all of which warranties Seller

hereby expressly disclaims, except as stated above.

15. REMOVAL OF PERSONAL PROPERTY. Seller shall remove from the Property all items of personal property, including any vehicles, junk, or debris prior to the transfer of the Property to Buyer. Any personal property or fixtures remaining on the Property after its conveyance to Buyer shall be deemed to have been abandoned and shall be removed by Buyer at Seller's expense.

16. CLOSING COSTS. Buyer will pay: (a) one-half of the closing fees charged by the Title Company utilized to close the transaction contemplated by this Agreement; (b) the premium for any policy of title insurance it elects to purchase and the cost of any endorsements; and (c) the recording fee for the deed transferring title to Buyer. Seller will pay (a) one-half of the closing fees charged by the Title Company utilized to close the transaction contemplated by this Agreement; (b) any transfer and deed taxes, conservation fees, and well disclosure fees required to enable Buyer to record the Warranty Deed from Seller under this Agreement; (c) the cost of Olmsted County's preparation of a Green Acres tax payoff statement, if any; and (d) fees and charges related to the filing of any instrument required to make title marketable. Each party shall pay its own accounting and legal fees.

17. REAL ESTATE TAXES AND SPECIAL ASSESSMENTS. Real estate taxes due and payable in the year of closing shall be prorated as of the Closing Date. Seller shall pay on or before the Closing Date all real estate taxes due and payable in all prior years including all penalties and interest. Seller shall pay on the Closing Date all special assessments levied or pending as of the Closing Date. Seller must pay any calculated Green Acres tax payoff amount when due, but no later than 30 days following the closing of the transaction contemplated by this Agreement.

18. NOTICE. Any notice or other communication which may or must be given by the parties shall be deemed to have been given or rendered in writing, and delivered to either party personally; or if mailed by United States registered or certified mail to the addresses set forth below, return receipt requested, postage prepaid and addressed as follows:

BUYER:	City of Rochester Attn: Alison Zelms 201 4th Street SE Rochester, MN 55904
With Copy to:	Kennedy & Graven, Chartered Attn: Peter G. Mikhail 150 South Fifth Street, Suite 700 Minneapolis, MN 55402
SELLER:	Ralph & Agnes Nigon Family Farm LLC Attn: Bernard Nigon 670 60th Ave. SW Rochester, MN 55902

With Copy to: Wendland Utz, Ltd
Attn. Mark E. Utz
21 First Street SW, Suite 300
Rochester, MN 55902

or such other address as either party may give to the other according to the notice provision of this Paragraph.

19. REMEDY; PROCEEDING TO CLOSE. In the event that any of Seller's representations, warranties or covenants set forth in this Agreement are not true and correct as of the Closing Date, the Buyer may, in addition to its other remedies, elect to close under this Agreement notwithstanding the failure of such representation or warranty.

20. SURVIVAL. The parties' obligations under this Agreement and their representations and warranties shall not be merged into any instruments or conveyance delivered at Closing and shall survive Closing.

21. CONTROLLING LAW. This Agreement has been made under the substantive laws of the State of Minnesota which shall control its interpretation.

22. CONDEMNATION. If, prior to the Closing, eminent domain proceedings are commenced against the Property, Seller shall immediately give notice to Buyer of the proceedings and, at the Buyer's written option (to be exercised within 14 calendar days after the date of Seller's notice), this Agreement shall terminate, in which event neither party will have further obligations under this Agreement. If Buyer does not terminate this Agreement according to this Paragraph, there shall be no reduction in the Purchase Price, and Seller shall assign to Buyer at the Closing Seller's right, title, and interest in and to any award made or to be made in the condemnation proceedings. Before the Closing Date, Seller shall not designate counsel, appear in, or otherwise act with respect to any condemnation proceedings including the Property without Buyer's prior written consent.

23. RISK OF LOSS. Seller shall bear all risk of loss resulting from damage to or of all or a portion of the Property which may occur prior to Closing by way of casualty or otherwise ("Risk of Loss Event"). Following any Risk of Loss Event, Buyer may, in its sole discretion, by written notice to Seller within 14 calendar days after receiving written notice from Seller of such Risk of Loss Event, terminate this Agreement, in which event neither Party shall have any further obligations under this Agreement. If necessary, the Closing Date shall be extended to allow Buyer such 14-day period. In the event of any Risk of Loss Event which does not result in a termination of this Agreement, Seller shall, at Closing, pay Buyer or credit Buyer against the Purchase Price the amount of any insurance proceeds attributable to Risk of Loss Event, or assign to Buyer, as of Closing and in a form acceptable to Buyer, all rights or claims for relief to the same, and credit to Buyer an amount equal to the deductible, if any, under any applicable insurance policy of Seller.

24. BROKER COMMISSIONS. Seller and Buyer represent and warrant to each other that they have not dealt with any brokers in connection with the transaction contemplated by this Agreement. Seller shall be responsible for paying all applicable brokerage commissions or finders' fees in connection with the purchase of the Property in accordance with this Agreement. Seller

shall indemnify, defend, and hold harmless Buyer against any claim made by any agent or broker for a commission or fee based on acts or agreements of Seller. Buyer will indemnify, defend, and hold harmless Seller against any claim made by any agent or broker for a commission or fee based on acts or agreements of Buyer. The foregoing indemnification shall survive Closing.

25. NO PARTNERSHIP OR JOINT VENTURE. Nothing in this Agreement shall be construed or interpreted as creating a partnership or joint venture between Seller and Buyer relative to the Property.

26. COUNTERPARTS. This Agreement may be executed in any number of counterparts, each of which will be an original, and the counterparts together will constitute one and the same instrument.

27. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties and supersedes any agreements and understandings, either oral or written between the parties with respect to the Property.

28. AMENDMENT AND MODIFICATION. No amendment, modification or waiver of any condition, provision or term of this Agreement shall be valid or have any effect unless it is made in writing, and signed by the party to be bound.

29. SEVERABILITY. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions of this Agreement shall remain in full force and effect and shall be interpreted, performed, and enforced as if the invalid or unenforceable provision did not appear herein.

30. CUMULATIVE RIGHTS. Except as may otherwise be provided herein, no right or remedy herein conferred on or reserved by either party is intended to be exclusive of any other right or remedy provided by law, but such rights and remedies shall be cumulative in and in addition to every other right or remedy given herein or elsewhere or existing at law, equity or by statute.

31. CAPTIONS. The paragraph headings or captions appearing in this Agreement are for convenience only, are not a part of this Agreement, and are not to be considered in interpreting this Agreement.

32. BINDING EFFECT. This Agreement binds and benefits the parties and their successors and assigns. This Agreement is not assignable by either Party without the other Party's written consent.

[*Remainder of Page Left Intentionally Blank; Signature Page Follows*]

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date and year above.

BUYER

CITY OF ROCHESTER

By: _____
Kim Norton, Mayor

By: _____
Ann Kasel, City Clerk

SELLER

RALPH & AGNES NIGON FAMILY FARM, LLC

By: _____

Its: _____

EXHIBIT A

Legal Description of the Existing Parcel

[To be Inserted following Title search. The existing parcel has recently been subdivided. An updated legal description has not been completed. This exhibit will be updated per Article 1 of this Agreement]

Exhibit B

Legal Description of the Property

Those parts of the Southwest Quarter of the Northeast Quarter; and the East Half of the Northeast Quarter, all in Section 6; and the West 110 acres of the Northwest Quarter of Section 5; all in Township 106 North, Range 14 West, Olmsted County, Minnesota, described as follows:

Beginning at the point of beginning of a line hereinafter referred to as "Line A"; thence along said "Line A" in a general northeasterly direction, to the point of terminus of said "Line A"; thence northeasterly 28.29 feet along the centerline of 45th Avenue Southwest, along a non-tangential curve concave to the northwest, having a radius of 752.34 feet, a central angle of 02 degrees 09 minutes 15 seconds, and a chord bearing North 19 degrees 08 minutes 32 seconds East, to the centerline of Cascade Creek; thence North 87 degrees 44 minutes 08 seconds East, along said centerline of Cascade Creek, 33.26 feet; thence South 89 degrees 48 minutes 04 seconds East, along said centerline of Cascade Creek, 27.25 feet to the east line of said West 110 acres of the Northwest Quarter of Section 5; thence North 00 degrees 11 minutes 56 seconds East, along said east line of the West 110 acres, a distance of 45.74 feet; thence North 72 degrees 09 minutes 10 seconds West 95.87 feet to the point of terminus of a line hereinafter referred to as "Line B"; thence northwesterly, westerly, and southwesterly, along said "Line B", to the point of beginning of said "Line B"; thence North 89 degrees 56 minutes 53 seconds East, along the east-west quarter line of said Section 6, a distance of 344.48 feet to said point of beginning of "Line A", and there terminating.

Line A

Commencing at the East Quarter Corner of said Section 6; thence South 89 degrees 56 minutes 53 seconds West, assumed bearing along the east-west quarter line of said Section 6, a distance of 1998.20 feet to the point of beginning; thence North 27 degrees 17 minutes 04 seconds East 20.67 feet; thence North 56 degrees 04 minutes 44 seconds East 80.63 feet; thence North 56 degrees 04 minutes 52 seconds East 113.09 feet; thence North 60 degrees 01 minutes 57 seconds East 166.47 feet; thence North 57 degrees 51 minutes 53 seconds East 25.40 feet; thence North 69 degrees 19 minutes 36 seconds East 392.29 feet; thence North 64 degrees 54 minutes 01 seconds East 331.38 feet; thence North 74 degrees 27 minutes 14 seconds East 88.19 feet; thence South 87 degrees 07 minutes 33 seconds East 30.86 feet; thence South 81 degrees 22 minutes 54 seconds East 14.45 feet; thence South 76 degrees 01 minutes 11 seconds East 18.95 feet; thence North 69 degrees 54 minutes 40 seconds East 426.59 feet; thence North 73 degrees 31 minutes 21 seconds East 98.30 feet; thence North 76 degrees 46 minutes 28 seconds East 189.17 feet; thence South 88 degrees 31 minutes 44 seconds East 27.42 feet; thence South 81 degrees 49 minutes 58 seconds East 18.92 feet; thence South 77 degrees 48 minutes 31 seconds East 22.68 feet; thence South 77 degrees 10 minutes 30 seconds East 32.33 feet; thence South 77 degrees 15 minutes 31 seconds East 25.54 feet; thence South 72 degrees 42 minutes 54 seconds East 509.80 feet; thence South 82 degrees 33 minutes 34 seconds East 205.42 feet; thence North 80 degrees 29 minutes 52 seconds East 231.58 feet; thence North 75 degrees 40 minutes 08 seconds East 341.69 feet; thence North 64 degrees 54 minutes 02 seconds East 462.75 feet; thence North 47 degrees 19 minutes 00 seconds East 83.92 feet; thence North 56 degrees 36 minutes 22 seconds East 90.00 feet to the centerline of 45th Avenue Southwest, and said line there terminating.

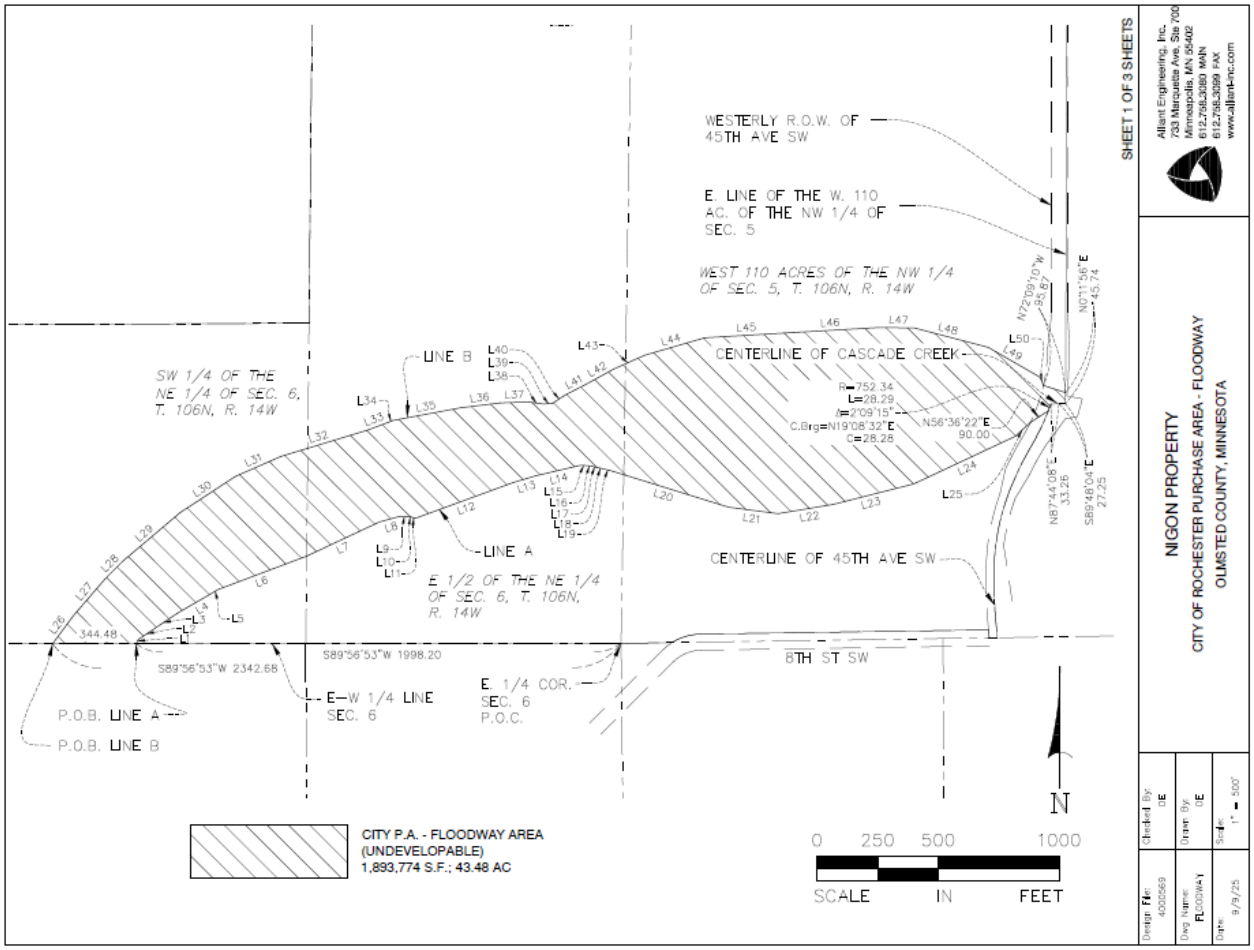
Line B

Commencing at the East Quarter Corner of said Section 6; thence South 89 degrees 56 minutes 53

seconds West, assumed bearing along the east-west quarter line of said Section 6, a distance of 2342.68 feet to the point of beginning; thence North 36 degrees 24 minutes 14 seconds East 142.16 feet; thence North 40 degrees 38 minutes 34 seconds East 206.46 feet; thence North 45 degrees 19 minutes 52 seconds East 97.91 feet; thence North 49 degrees 43 minutes 35 seconds East 311.85 feet; thence North 56 degrees 51 minutes 14 seconds East 271.12 feet; thence North 66 degrees 05 minutes 40 seconds East 204.76 feet; thence North 73 degrees 06 minutes 49 seconds East 369.77 feet; thence North 69 degrees 38 minutes 13 seconds East 94.10 feet; thence North 67 degrees 05 minutes 39 seconds East 21.02 feet; thence North 79 degrees 30 minutes 42 seconds East 285.86 feet; thence North 82 degrees 56 minutes 49 seconds East 164.91 feet; thence North 87 degrees 51 minutes 49 seconds East 111.87 feet; thence South 82 degrees 07 minutes 01 seconds East 62.98 feet; thence North 86 degrees 55 minutes 58 seconds East 39.17 feet; thence North 56 degrees 45 minutes 40 seconds East 62.83 feet; thence North 62 degrees 38 minutes 06 seconds East 107.77 feet; thence North 61 degrees 06 minutes 06 seconds East 118.38 feet; thence North 65 degrees 50 minutes 26 seconds East 142.18 feet; thence North 73 degrees 52 minutes 33 seconds East 256.66 feet; thence North 86 degrees 36 minutes 03 seconds East 334.60 feet; thence North 86 degrees 36 minutes 08 seconds East 383.52 feet; thence South 89 degrees 13 minutes 54 seconds East 145.82 feet; thence South 75 degrees 20 minutes 46 seconds East 315.43 feet; thence South 60 degrees 00 minutes 44 seconds East 247.12 feet; thence South 22 degrees 42 minutes 02 seconds East 36.69 feet to the westerly right of way line of said 45th Avenue Southwest, and said line there terminating.

EXHIBIT C

Depiction of the Property



RESOLUTION

Authorizing staff to acquire 43.48 acres from Ralph & Agnes Family Farms LLC for the agreed upon price to complete Phase 2 of the Cascade Creek Restoration Project; and

Authorizing the Mayor and City Clerk to sign any documents necessary to acquire the subject property.

WHEREAS, the City is partnering with the Minnesota Department of Natural Resources, Olmsted County, and the Olmsted County Soil and Water Conservation District to restore the streambank and construct sedimentation and flow attenuation ponds within the South Branch of the Cascade Creek Watershed as a means of addressing ongoing erosion and flooding impacts within the area and downstream; and

WHEREAS, Phase 1 of the restoration project was completed on the easterly portion of the project area;

WHEREAS, the City has reached an agreement with the Ralph & Agnes Nigon Family Farm LLC to purchase 43.48 acres to complete Phase 2.

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Rochester that the City acquire the land defined in the associated Purchase Agreement.

BE IT FURTHER RESOLVED by the Council that the Mayor and City Clerk are authorized to execute any documents needed to implement this resolution and to acquire the approved property.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF ROCHESTER, MINNESOTA, THIS _____ DAY OF _____, 2025.

_____

_____

PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____

CITY CLERK

APPROVED THIS _____ DAY OF _____, 2025.

_____

MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Downtown Historic District Property Preservation Program Funding

MEETING DATE:
October 6, 2025

ORIGINATING DEPT:
City Administration

AGENDA SECTION:
Consent Agenda

PRESENTER:
Josh Johnsen

Action Requested:

1. Adopting a Resolution authorizing Downtown Property Preservation Program funding (GSIA) in the amount of $14,000 for the property located at 319 South Broadway.
2. Adopting a Resolution authorizing Downtown Property Preservation Program funding (GSIA) in the amount of $123,761 for the property located at 317 South Broadway.

Report Narrative:

On January 22, 2024, the City Council made the decision to designate the Downtown Commercial Historic District as a Local Historic Landmark District. The Resolution approving the designation also approved the development of financial assistance programs.

On June 3, 2024, the City Council approved the Heritage Preservation Incentives package for the Downtown Commercial Historic District. The following financial incentives (both loan and grant programs) have been developed with the intention that they be used by historic district businesses and property owners to promote the preservation of historic properties while encouraging investment in the Downtown Commercial Historic District.

The program includes three main financial incentives:
Infrastructure Investment Program: **(This is the program and funding source under request)**

- Up to $500,000 per contributing property using DMC General State Infrastructure Aid (GSIA).
- 50% match by other non-DMC funds.
- Eligible Expenses: Permanent physical improvement to the building that meet DMC definition of "public infrastructure project." Program categories include, adaptive reuse, building system upgrades, building safety and preservation, code modernization, and exterior improvements.
- Fund available until 12/31/2029 or until funds are exhausted or re-allocated.

Revolving Loan Fund:

- Offers up to $200,000 per eligible property through December 29, 2029 (or until funding runs out) using City Economic Vitality Funds.
  The term of the loan is 10 years with 0% interest.
- Covers costs such as systems and structural repairs, roofing, exterior preservation, restoration, rehabilitation, and adaptive reuse.
- Includes up to $20,000 in loan forgiveness per residential unit created to promote upper-floor housing (ground-floor residential is not eligible).

Pre-Renovation Grant:

- Provides up to $20,000 per project for soft costs related to building renovations using City Economic Vitality funds. Covers expenses like historic consultation, architectural design, feasibility, studies, and financial assessments.
- Requires a minimum of 50% match for eligible expenses.
- Runs concurrently with the revolving loan fund over the same 5-year period.

The Destination Medical Center Corporation (DMCC) Board approved this project application for funding under the **DMC Downtown Infrastructure Investment Program** at its **September 25, 2025**, meeting. Staff recommendations and the requirements for the proposed project are summarized below.

Project Details:

Property 1:
Address: 319 South Broadway
Commonly Known As: N/A
Applicant: JLB Properties LLC
Recommended DMC GSIA Match (50%): $14,000
Total Project Cost: $28,000
Category of Investment: Building Safety and System Upgrades
Project Description: Mechanical replacement (HVAC)

Property 2:
Address: 317 South Broadway
Commonly Known As: Bach Music
Applicant: Hal Henderson
Recommended DMC GSIA Match (50%): $123,761
Total Project Cost: $247,522
Category of Investment: Building Safety & Preservation
Project Description: Façade improvement and mechanical replacement

Description of improvements for Property #2
At its August 26, 2025, meeting, the Historic Preservation Commission granted a Certificate of Appropriateness for alterations to the contributing historic property at 317 South Broadway. The project includes rebuilding the deteriorated rear wall with a new frame structure clad in cement plank siding, upgrades to rear doors and windows, relocation of utility meters, replacement of the rear landing and stairway, construction of a ground-floor deck, and painting of the front façade. The work is limited to the rear and exterior maintenance, while the historic Broadway frontage and character-defining features will be preserved. Additionally, this work will address building safety concerns that currently inhibit permitting for certain licensed uses of the building.

The project supports the long-term stewardship and viability of this Downtown Historic District property. By addressing deterioration and preparing the building for new commercial use, it contributes to downtown revitalization, preserves the district's historic character, enhances safety and accessibility, and ensures the building remains a functional part of the community's cultural and economic fabric.

Funding Requirements and Conditions:

<u>Compliance with DMC Development Requirements</u>:
Prevailing Wage
American Made Steel
Targeted Business and Workforce Utilization
Sustainable Building Standards

<u>Pre-funding Requirements</u>:

City Compliance: Meet all City of Rochester planning, zoning, and entitlement requirements.
Documentation: Provide complete project and financing documentation.
Agreements: Execute any necessary agreements with the City of Rochester

Funding Disbursement:
Reimbursement Basis: Funding will be made available on a reimbursement basis upon completion of verified project milestones.

These projects are a significant step forward in preserving and enhancing historic properties in the Downtown Commercial Historic District and aligns with the objective of the DMC Development Plan.

Priorities & Foundational Principles:

Economic Resilience
Social Equity

Policy Considerations & DEI Impact:

The Heritage Preservation Program is identified in The City Comprehensive Plan, Planning 2 Succeed (P2S), as part of the vision to provide high-quality environments. Protecting historic properties to promote the City's unique character & economic viability, while creating vibrant public spaces, attracting economic growth, fostering civic pride, and conserving resources are all aspects of landmark designation, which is the cornerstone of the Heritage Preservation Program.

Prior Legislative Actions & Community Engagement:

January 22, 2024: Council Meeting - Landmark designation of the Downtown Commercial Historic District
May 6, 2024: Council Meeting - Ordinance First Reading for landmark designation
June 3, 2024: Approval of the Heritage Preservation Incentives Package for Downtown Commercial Historic District
September 25, 2025: DMCC Board – Approval of the funding applications c

Fiscal & Resource Impact:

Funding provided through DMC general state infrastructure aid. The downtown property preservation program fund to establish the Infrastructure Investment Program, was approved at the DMCC board on May 23, 2024.

Alternative Action(s):

No suggested alternative actions at this time.

Prepared By:

Joshua Johnsen

Attachments:

Resolution - Historic District Incentives Request 319 South Broadway

Resolution - Historic District Incentives Request 317 South Broadway

RESOLUTION

Adopting A Resolution Approving Downtown Property Preservation Program Funding Request for 319 South Broadway

WHEREAS, On January 22, 2024, the City of Rochester (the "City") established a downtown commercial historic district of thirty-two properties (the "Commercial Historic District District") located within the development district boundaries as adopted in the Development Plan (the "Development District"); and

WHEREAS, On May 23, 2024, the DMCC established a downtown property preservation program (the "Program"). The Program provides an application and a general state infrastructure aid funding process for public infrastructure projects within the Commercial Historic District; and

WHEREAS, The Program provides an opportunity of funding up to 50% of a capital improvement project (not to exceed $500,000 per property) within the Commercial Historic District if such project (i) meets the definition of a "public infrastructure project" (as defined in Minnesota Statutes, Section 469.40, subdivision 11); (ii) lies within the Development District and is defined as a "contributing property" within the Commercial historic District; (iii) is consistent with the Development Plan; (iv) achieves a capital improvement that is intended to be a permanent asset of the Commercial Historic District; and (v) satisfies certain statutory requirements, including prevailing wages and use of American-made structural steel, as well as local requirements, such as sustainable building standard, women and minority-owned construction contracting, and workforce development (collectively, the "Program Requirements"); and

WHEREAS, The final payment will be based on the actual costs and will not exceed 50% of the Proposed Project Cost; and

WHEREAS, The owner of property located at 319 South Broadway has requested funding under the Program for a project that will include building system and Mechanical upgrades (HVAC, exhaust and ductwork) (the "Proposed Project"); and

WHEREAS, The Destination Medical Center Corporation (DMCC) has approved the Proposed Project on September 25, 2025, DMCC Board Meeting; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Rochester, MN, that the Council adopts the Downtown Property Preservation Program funding request in the amount of $14,000 for the property located at 319 South Broadway.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF ROCHESTER, MINNESOTA, THIS _____ DAY OF _____, 2025.

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF_____, 2025.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

RESOLUTION

Adopting A Resolution Approving Downtown Property Preservation Program Funding Request for 317 South Broadway

WHEREAS, On January 22, 2024, the City of Rochester (the "City") established a downtown commercial historic district of thirty-two properties (the "Commercial Historic District District") located within the development district boundaries as adopted in the Development Plan (the "Development District"); and

WHEREAS, On May 23, 2024, the DMCC established a downtown property preservation program (the "Program"). The Program provides an application and a general state infrastructure aid funding process for public infrastructure projects within the Commercial Historic District; and

WHEREAS, The Program provides an opportunity of funding up to 50% of a capital improvement project (not to exceed $500,000 per property) within the Commercial Historic District if such project (i) meets the definition of a "public infrastructure project" (as defined in Minnesota Statutes, Section 469.40, subdivision 11); (ii) lies within the Development District and is defined as a "contributing property" within the Commercial historic District; (iii) is consistent with the Development Plan; (iv) achieves a capital improvement that is intended to be a permanent asset of the Commercial Historic District; and (v) satisfies certain statutory requirements, including prevailing wages and use of American-made structural steel, as well as local requirements, such as sustainable building standard, women and minority-owned construction contracting, and workforce development (collectively, the "Program Requirements"); and

WHEREAS, The final payment will be based on the actual costs and will not exceed 50% of the Proposed Project Cost; and

WHEREAS, The owner of property located at 317 South Broadway has requested funding under the Program for a project that will include Façade improvements and Mechanical upgrades (the "Proposed Project"); and

WHEREAS, The Destination Medical Center Corporation (DMCC) has approved the Proposed Project on September 25, 2025, DMCC Board Meeting; and

NOW, THEREFORE, BE IT RESOLVED by the Common Council of the City of Rochester, MN, that the Council adopts the Downtown Property Preservation Program funding request in the amount of $123,761 for the property located at 317 South Broadway.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF ROCHESTER, MINNESOTA, THIS _____ DAY OF _____, 2025.

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF_____, 2025.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

F.22

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Electric Vehicle Charging Rates Policy

MEETING DATE:
October 6, 2025

ORIGINATING DEPT:
Public Works

AGENDA SECTION:
Consent Agenda

PRESENTER:
Kayla Betzold

Action Requested:

Adopting the proposed Resolution establishing the Electric Vehicle (EV) Charging Rates Policy, effective January 1, 2026.

Report Narrative:

The City currently owns and operates 12 public Electric Vehicle (EV) charging stations. To date, the City has not had a formal rate policy, resulting in inconsistencies with rates and challenges with user behavior.

At the July 28 Study Session, Council directed staff to develop an EV charging rate policy that is competitive with regional market rates, supports equity in access, and recovers essential costs without creating a profit structure.

Staff analyzed rate structures from 35 Minnesota municipalities and presented several cost recovery options ranging from fully subsidized charging ($0.00/kWh) to full cost recovery plus future funding ($0.38/kWh). After evaluating financial impacts, equity considerations, and Council guidance, staff recommend the adoption of a per-kilowatt-hour pricing model with the following structure:

- $0.17 per kWh – Recovers electricity and operating/maintenance costs.
- $5.00 hourly idle fee, applied 30 minutes after a charging session has ended, which helps ensure charger availability as demand increases.

This recommendation aligns with regional market pricing ($0.16–$0.30/kWh), covers the City's operating expenses, and supports equitable access to charging infrastructure. Implementation is proposed for January 1, 2026, allowing time to update the ChargePoint software system and communicate changes to users.

The accompanying Resolution adopts the EV Charging Rates Policy and clarifies that the actual fee is set by the City's Annual Fee Schedule, scheduled for City Council adoption at this evening's public hearing. If the rate policy (and related fee) is not approved, the Fee Schedule will need to be amended before adoption. Once adopted, staff will review and adjust the rate structure annually through the budget and Annual Fee Schedule process to ensure it continues to align with cost recovery, utilization, and program goals. If policy approval is delayed, the Fee Schedule can be amended at a future date to add the EV Charging fee at that time.

Priorities & Foundational Principles:

Responsible Environmental Stewardship

Policy Considerations & DEI Impact:

A per-kilowatt-hour pricing model provides the most transparent and equitable method of billing, ensuring that users are charged based on the actual amount of electricity consumed. By setting the rate to cover only electricity, operations, and maintenance costs, the City maintains affordability and avoids creating financial barriers to EV adoption, particularly for residents who may not have access to home charging. The inclusion of an idle fee helps promote charger availability, especially those who rely on public infrastructure for charging. The proposed policy aligns with the City's sustainability goals while advancing equity by supporting fair and affordable access for all.

Prior Legislative Actions & Community Engagement:

Prior Legislative Action:

- July 28, 2025: Council Study Session - Electric Vehicle Charging Rate Policy input.

Community Engagement:

- June 11, 2025: Sustainability & Resiliency Commission (SRC) - Provided feedback on pricing approach (per-kWh vs. hourly).
- August 11, 2025: Sustainability & Resiliency Commission - Provided feedback on the per-kWh rate and timing of implementation.
- August 23, 2025: Sustainability & Resiliency Commission - Provided feedback on idle fee structure and equity considerations.
- August 27, 2025: Energy Integration Committee (EIC) - Provided input on kWh rate, equity considerations, idle fee structure, and timing of implementation.

Fiscal & Resource Impact:

The recommended $0.17 per kWh rate will recover the City's direct electricity and operating expenses but is not intended to generate revenue beyond usage-based cost coverage. This rate does not cover the eventual replacement of chargers. Any future expansion of the City's charging network, or replacement of existing equipment, would require additional resources and would need to be considered through future budget requests or the Capital Improvement Plan (CIP) process. The idle fee is projected to provide modest additional revenue, helping offset administrative costs while reinforcing efficient charger use. Implementation of the policy will require staff time for ChargePoint system updates, program coordination, and user communications, all of which will be managed within existing departmental budgets. To ensure ongoing alignment with costs, utilization patterns, and program objectives, staff will bring forward an annual review of EV charging rates as part of the City's Annual Fee Schedule process.

Alternative Action(s):

The Council could consider a change to the $5.00 hourly idle fee following a 30-minute grace period. Feedback from SRC members recommended a 60-minute grace period to provide more time, especially for those in the downtown area. Feedback from EIC members recommended keeping the 30-minute grace period but lower the fee to $2.50 per hour. Staff felt the current proposal of $5.00 per hour following a 30-minute grace period was supported by research and best achieves the goal of promoting charger availability.

Prepared By:

Kayla Betzold

Attachments:

Reference Slides - Electric Vehicle Charging Policy

Resolution - Electric Vehcile Charging Rates Policy

CITY OF ROCHESTER MINNESOTA

ELECTRIC VEHICLE (EV) CHARGING POLICY

Rate Recommendation

City Council Meeting
September 22, 2025

Kayla Betzold
Sustainability Coordinator

Aaron Luckstein
Deputy Public Works Director

Agenda

I. Council Feedback Summary
II. Charging Rate Options
III. Implementation Timeline

Council Feedback Summary

At the July 28 Study Session, Council provided the following guidance:

Topic	Feedback
EV Policy	Broad support for creating an EV charging rate policy
Pricing Method	Strong preference for per-kWh pricing
Competitiveness	Important to stay within local market range (16 cents – 38 cents)
Cost Sharing	Mixed feedback – ranging from full subsidy to full cost recovery Recommendation to recover operational cost of EV Chargers

Level 2 Charging Rate Options

Level 2 Charging Station – Annual Costs

- EV Charging Station and Installation - $1,750
- Maintenance of Charger (Parts, Labor & CloudPlan) - $1,150
- Utility Bills (energy usage) - $860

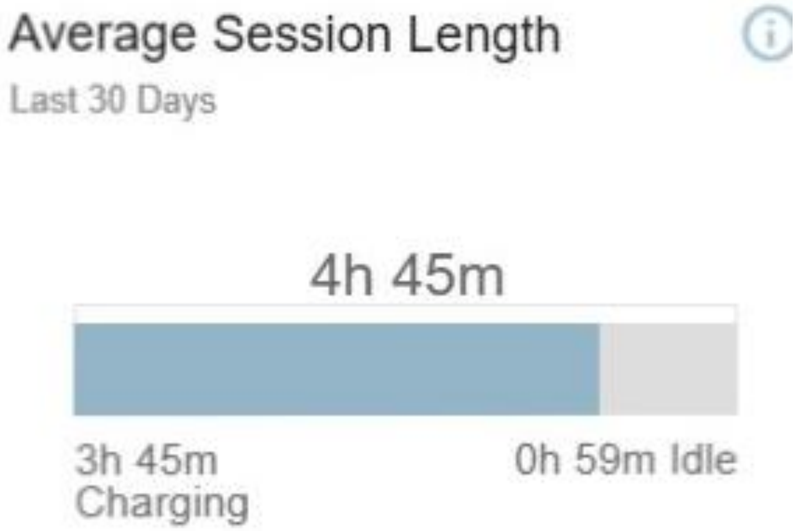
Rate Options Overview

Option	Rate	Cost Recovery	Notes
1. Fully subsidized	$0.00/kWh	0%	City pays all costs
2. Partial Recovery - Operating Costs Only	$0.17/kWh	~100% usage-based costs only	Covers electricity and O&M costs
3. Full Cost Recovery	$0.32/kWh	~100% total costs	Break-even for City
4. Reinvestment Model	$0.38/kWh	100% + reserves	Supports charger expansion fund

Optional Add on: $5.00 Hourly Idle Fee

Idle Fee Definition: A fee incurred if a vehicle is plugged into a charging port after it has finished charging.

- Range of MN idle fees is $2 - $10
- Range of MN grace periods is 10 – 30 minutes
- Council direction for efficient charger use; an idle fee promotes charger availability.



Implementation Timeline

Implementation

Staff recommends implementing the approved EV charging rate structure beginning January 1, 2026.

- Finalizing software updates and coordinating changes within the Chargepoint system
- Updating signage at existing public charging stations
- Preparing communications and outreach to inform users of the new rates
- Establishing metrics to monitor charger utilization and evaluate impacts, particularly on affordability and access
- Staff will continue coordinating internally and with partners to ensure a smooth transition.

Staff Recommendation

Adopting the proposed resolution establishing the EV Charging Rates Policy, effective January 1, 2026.

Key items = $0.17/kWh + $5.00 hourly idle fee 30 minutes after vehicle finishes charging.

Questions?

RESOLUTION

Adopting an Electric Vehicle (EV) Charging Rates Policy for City-Owned Public Chargers

WHEREAS, the City owns and operates public electric vehicle (EV) charging stations to support transportation electrification and provide a reliable service to residents and visitors; and

WHEREAS, it is in the public interest to establish a clear and consistent rate structure for use of these chargers; and

WHEREAS, the City Council has determined that a per-kilowatt-hour (kWh) rate structure is the most transparent and equitable method of charging users; and

WHEREAS, a per kWh rate structure and idle fee are included in the City's Annual Fee Schedule and will be implemented through that formal process; and

WHEREAS, the City Council directs staff to reevaluate EV charging rates annually as part of the budget process, and adjust the rate and idle fee as necessary to reflect costs, utilization, and program goals; and

BE IT RESOLVED that the Common Council of the City of Rochester hereby adopts the EV Charging Rates Policy as set forth in this Resolution, with an implementation date of January 1, 2026.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF ROCHESTER, MINNESOTA, THIS _____ DAY OF _____, 2025.

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF _____, 2025.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

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

Final Plat No. CD2025-032PLAT by West 34 Partners LLC. - Badger Heights Final Plat

MEETING DATE:
October 6, 2025

ORIGINATING DEPT:
Community Development

AGENDA SECTION:
Public Hearings

PRESENTER:
Desmond McGeough

Action Requested:

Adopting a Resolution approving Final Plat No. CD2025-032PLAT, by West 34 Partners LLC., to be known as Badger Heights, with two conditions, for the subdivision of 33.56 acres of land into 55 residential lots and two outlots.

Report Narrative:

The applicant is proposing a Final Plat, to be known as Badger Heights, for the subdivision of 33.56 acres of land into 55 residential lots and two outlots for future low-density residential development. The site is located northeast of the intersection of 50th Ave NW and Valleyhigh Rd NW. This is the first final plat for the Badger Heights development. A Major Land Subdivision, consisting of 84 residential lots and two outlots, was approved by City Council on May 19, 2025 (CD-2025-007PLAT).

The underlying land use for the site is Low-Density Residential on the north portion and Medium-Density Residential along Valleyhigh Rd NW. The Council approved the annexation of the subject property (CD2025-002ANX) on May 19, 2025, along with the Major Land Subdivision request. The style of development proposed is compatible with the existing development to the east and the planned development to the north, south, and west.

The site will gain direct access from 50th Ave NW and Valleyhigh Rd NW. Additional access to the site will come from the existing Badger Hills Third Subdivision to the east from 35th St NW and from the Savannah Rochester planned townhome development from the north, which will connect the site to Badger Hills Dr NW. The final plat exhibit is consistent with the Major Land Subdivision for Badger Heights, the underlying R-2 zoning district, and the P2S Comprehensive Plan Land Use Designation.

The Development Review Team recommends approval of CD2025-032PLAT, subject to the following conditions:

1. Prior to recordation of the Final Plat mylars, full execution of a City-Prepared Development Agreement, executed by both Owner and City, shall be recorded.
2. Prior to recordation of Final Plat mylars, the required Parkland Dedication fee shall be paid to the Rochester Parks & Recreation Department.

Priorities & Foundational Principles:

Economic Vibrancy & Growth Management
Fiscal Responsibility & Sustainability

Policy Considerations & DEI Impact:
The proposed plat achieves the Comprehensive Plan core principles of economic vibrancy and growth management, and fiscal responsibility and sustainability.

Prior Legislative Actions & Community Engagement:
March 19, 2025: Neighborhood Information Meeting - Major Land Subdivision
May 19, 2025: Council - Approval of Major Land Subdivision
September 26, 2025: Public Hearing Notice for Badger Heights Final Plat forwarded to property owners and published in the newspaper

Fiscal & Resource Impact:
All development costs will be the responsibility of the developer.

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

Prepared By:
Desmond McGeough

Attachments:
Community Development Memo - CD2025-032PLAT Badger Heights Final Plat

Development Process - CD2025-032PLAT - Badger Heights Final Plat

Notification Map - CD2025-032PLAT - Badger Heights Final Plat

Location Map Exhibit - CD2025-032PLAT - Badger Heights Final Plat

Final Plat Exhibit - CD2025-032PLAT - Badger Heights Final Plat

Applicant Condition Response Memo - CD2025-032PLAT - Badger Heights Final Plat

Agency Review Comments - CD2025-032PLAT - Badger Heights Final Plat

Criteria - CD2025-032PLAT - Badger Heights Final Plat

Resolution - CD2025-032PLAT - Badger Heights Final Plat

ROCHESTER COMMUNITY DEVELOPMENT

City of Rochester
4001 West River Parkway NW, STE 100
Rochester, MN 55901-7090

Website: www.rochestermn.gov/cd
Email: communitydevelopment@rochestermn.gov
Phone: 507-328-2600

City Council	**October 6, 2025**

Prepared By: Rochester Community Development Department

Request: Final Plat No. CD2025-032PLAT, by West 34 Partners LLC, to be known as Badger Heights, for the subdivision of 33.56 acres of land into 55 residential lots and two outlots.

Location: The site is located northeast of the intersection of 50th Ave NW and Valleyhigh Rd NW.

Applicant: West 34 Partners LLC

COUNCIL SUMMARY

Approval Body: Rochester City Council

Application Type: Final Plat

What is Considered: The Final Plat is intended to ensure that all aspects of the approved Major Land Subdivision Permit is accurately documented and recorded in the public land records through the preparation of a subdivision plat meeting the requirements of Minnesota Law.

During the Final Plat review, Council evaluates the subdivision for conformance with lot development standards, such as lot size, vehicle and pedestrian access /connectivity, public utility needs, and conformance with the conditions of the Major Land Subdivision. Site design standards, such as building and parking lot location, height, and setbacks, are not part of the plat review.

The conditions for approval of the Badger Heights Major Land Subdivision Preliminary Plat application have been addressed. Status of satisfying with conditions of the Major Land Subdivision application is provided further below in the Final Plat application memo.

Development Review Team Recommendation: Approval with conditions:

1. Prior to recording of Final Plat mylars, full execution of a City-Prepared Development Agreement, executed by both Owner and City, shall be recorded.

2. Prior to recording of Final Plat mylars, the required Parkland Dedication fee shall be paid to the Rochester Parks & Recreation Department.

PROJECT SUMMARY

The applicant is proposing a Final Plat, to be known as Badger Heights, for the subdivision of 33.56 acres of land into 55 residential lots and two outlots for future low density residential development. The site is located northeast of the intersection of 50th Ave NW and Valleyhigh Rd NW. This is the first final plat for the Badger Heights development. A Major Land Subdivision, consisting of 84 residential lots and two outlots, was approved by City Council on May 19, 2025 (CD-2025-007PLAT).

The underlying land use for the site is Low-Density Residential on the north portion and Medium-Density Residential along Valleyhigh Rd NW. The City Council approved the annexation of the subject property (CD2025-002ANX) on May 19, 2025, along with the Major Land Subdivision request.

The style of development proposed is compatible with the existing development to the east and the planned development to the north, south, and west. The site will gain direct access from 50th Ave NW and Valleyhigh Rd NW. Additional access to the site will come from the existing Badger Hills Third Subdivision to the east from 35th St NW and from the Savannah Rochester planned townhome development from the north, which will connect the site to Badger Hills Dr NW. The final plat exhibit is consistent with the Major Land Subdivision for Badger Heights, the underlying R-2 zoning district and P2S Comprehensive Plan Land Use Designation.

CD2025-007PLAT – ZONING SUMMARY TABLE	
Land Use/ Zoning	The underlying land use is Low-Density Residential and Medium-Density Residential along Valleyhigh Rd NW. The subject site is zoned R-2 (Single-Family Small Lot). **East:** The properties to the east along Valleyhigh Rd NW are zoned Medium Density Residential. The remaining properties east of the site are zoned R-1 (Mixed Single-Family) and R-2. **West:** The property to the west is zoned as H (Holding Zone) and is awaiting a zoning district designation based on the future development of the Highland Hillls Development site. The underlying land use for this parcel is Low-Density Residential. **North:** The property to the north is zoned R-2 Single-Family Small Lot. A Major Land Subdivision has for the Savannah Rochester Townhome Development (CD2025-025PLAT). **South:** The property to the south is zoned R-3 (Medium Density Residential).
Streets and Access	The subdivision will gain direct access from 50th Ave NW and Valleyhigh Rd NW. Additional access will be available through the existing development to the east via 35th St NW and from the proposed development to the north, which will connect the site to Badger Hills Dr NW.

Grading & Stormwater Management	Grading Civil, and Stormwater Management Plans are approved for this subdivision.
Wetlands/Decorah Edge/Floodplain	This site does not contain Decorah Edge or Floodplain. A wetland delineation for the project (R2024-022WET) has been completed by the applicant and approved by Olmsted County (Local Governmental Unit).
Public Facilities	Presently, public facilities exist to service the site. A City-prepared Development Agreement will be provided to the Owner for execution. Full execution of the Development Agreement by Owner and City and recording of the agreement by the City is required prior to recordation of the Final Plat for Badger Heights A condition of approval has been included requiring for the executed and recorded development agreement prior to final plat recordation.
Utilities	Presently, public utilities exist to service the site. The property is within the NW High Level Water System Area (tower working elevation 1280'). The anticipated static water pressures will range from low 40's to high 70's PSI.
Parkland Dedication	The plat will create 53 single family residential units and is responsible for 1.29 acres of parkland dedication. There is a park located approximately 0.5 miles from this development off Alpha Parkway NW. Parkland dedication will be required via cash-in-lieu of land dedication. A condition of approval has been included requiring the payment of the Parkland Dedication fee prior to the Final Plat recordation.

PRELIMINARY PLAT CONDITIONS OF APPROVAL (CD2025-007PLAT)

The Major Land Subdivision for Badger Heights was approved with the following ten conditions for approval:

1. Prior to the Final Plat submittal, Stormwater Management, Civil, and Grading Plans shall be approved.

   All comments have been addressed. The Stormwater Management, Civil and Grading Plans for this project are approved.

2. Prior to the Final Plat submittal, a City-prepared Development Agreement must be approved.

   Conditioned to be approved and recorded prior to mylar submission for recordation.

3. Prior to the Final Plat submittal, a Traffic Impact Report or waiver must be submitted to Public Works.

   Complies

4. Prior to the Final Plat submittal, the plat exhibit shall be revised to show the street

connection on the north property line in alignment with the proposed roadway in the approved Badger Hills GDP for the adjacent property to the north.

Easement Exhibit for Alpha Parkway is provided with the application; street connection is aligned with Savannah Rochester Development to the north.

5. Prior to the Final Plat submittal, dedication of a pedestrian facilities easement is required for the parts of the existing pedestrian path adjacent to 50th Ave NW that are located on private property.

   Provided on plat and plans.

6. Prior to the Final Plat submittal, RPU Electric comments shall be addressed.

   Addressed; condition satisfied.

7. Prior to the Final Plat submittal, RPU Water comments shall be addressed.

   Addressed; condition satisfied.

8. Prior to the Final Plat submittal, Rochester Fire Department comments shall be addressed.

   Addressed; condition satisfied.

9. Prior to the Recordation of the Final Plat, the applicant shall meet their parkland dedication obligation.

   Included as a condition of approval of the Final Plat application.

10. Prior to the Recordation of the Final Plat, the applicant shall meet their boulevard tree obligation.

    Permit approved; Boulevard Tree Green Facilities Agreement placed on October 6, 2025 City Council Consent Agenda.

DEVELOPMENT REVIEW TEAM RECOMMENDATION:

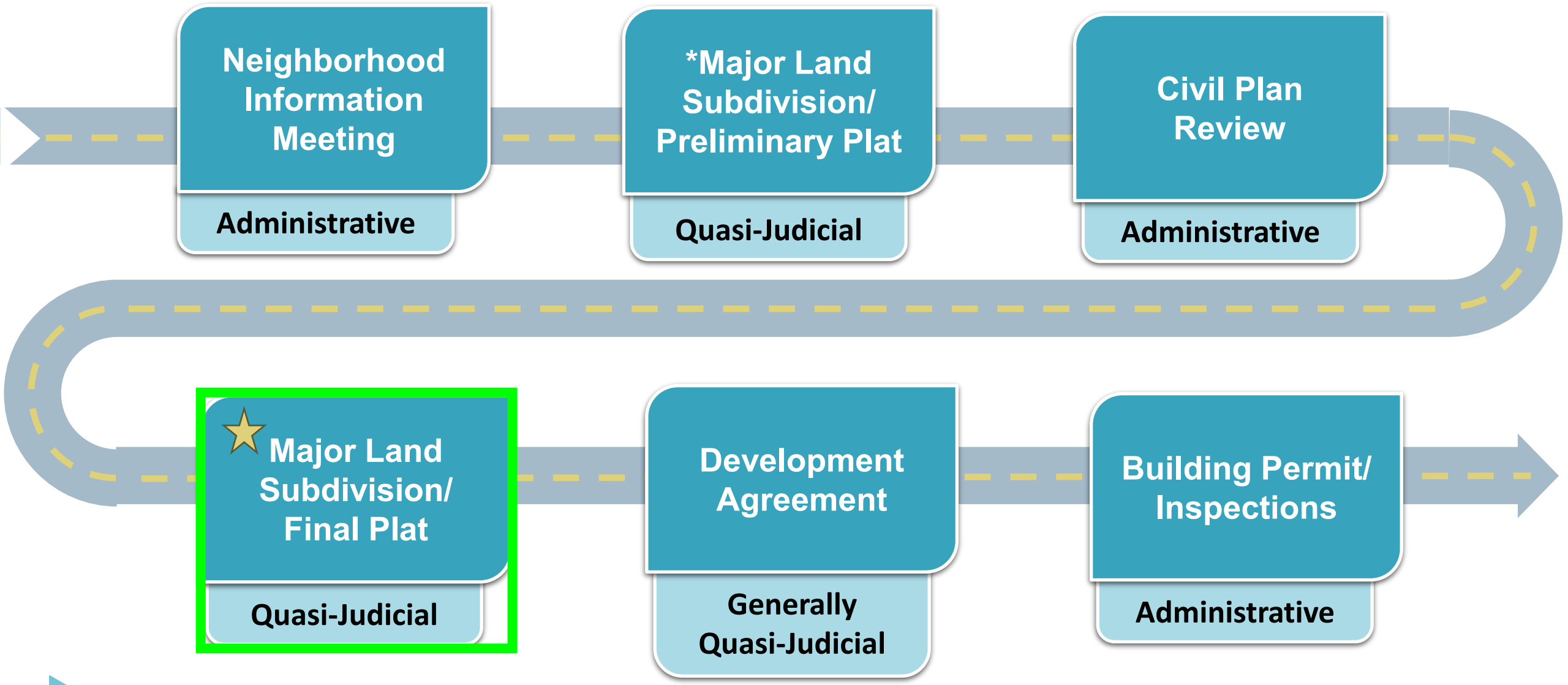
The Community Development Team has reviewed the Badger Heights Final Plat for conformance with the Unified Development Code and finds that the Criteria for final plat approval are met (Section 60.500.040G.4).

The Community Development Team recommends APPROVAL WITH CONDITIONS, as outlined in the Planning Commission / Council Summary above.

ATTACHMENTS

1. Development Process
2. Notification Map
3. Location Map
4. Final Plat Exhibit
5. Applicant Condition Response Memo
6. Review Comments
7. Major Land Subdivision Findings

Badger Heights Final Plat

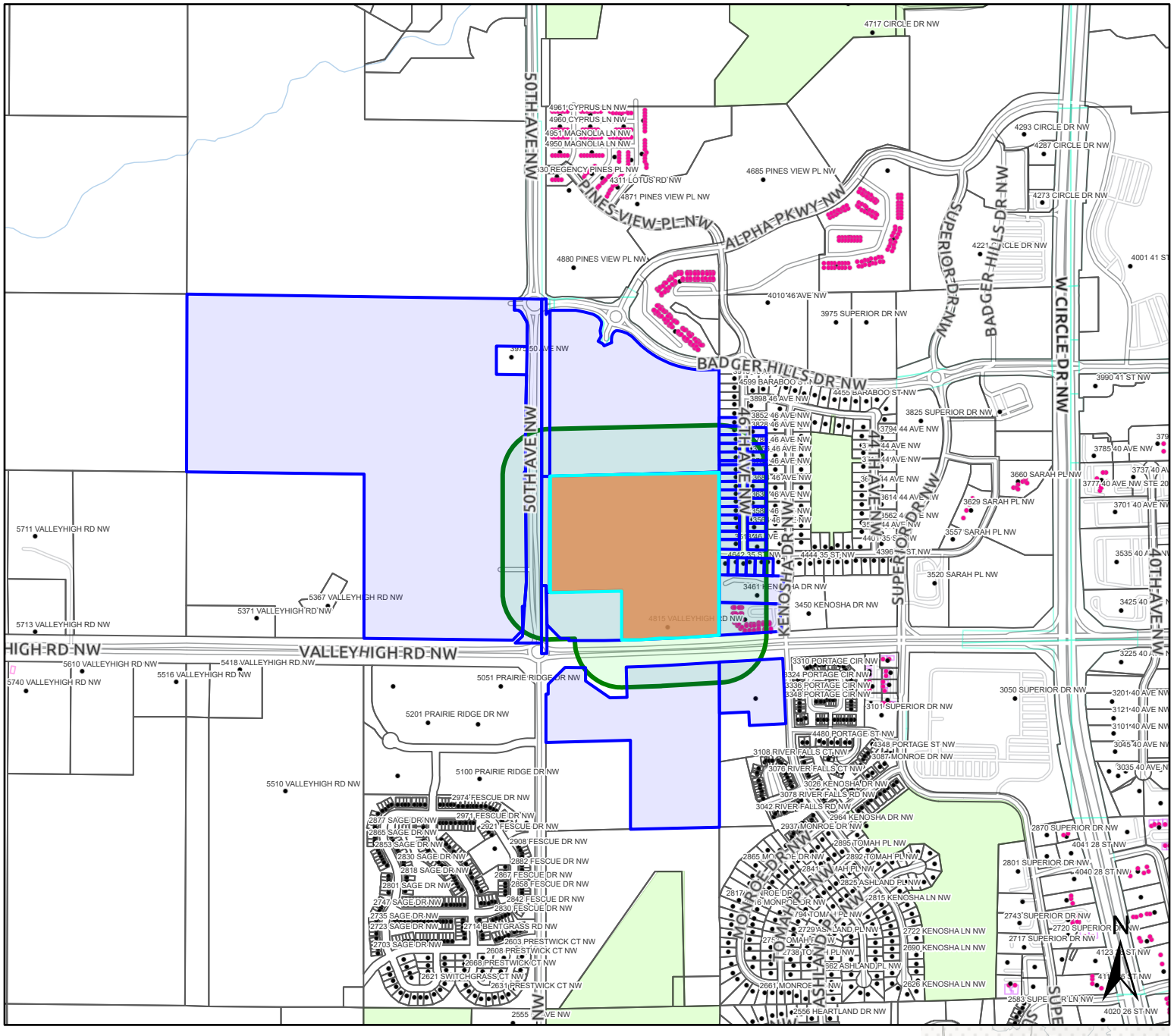


CD2025-032PLAT - North Rock Real Estate

0 0.1 0.1 0.2 0.3 mi

9/11/2025 Olmsted County Geographic Information Systems

Scale: 1:18,056



Site of Interest

Notification Locations

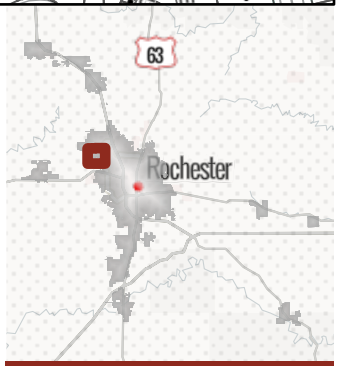
Notification Perimeter

Final Plat # CD2025-032PLAT, by North Rock Real Estate, for the subdivision 33.56 acres into 53 residential lots and 4 outlots located north and east of the intersection of 50th Ave NW and Valleyhigh Rd NW.

PIN: 082377

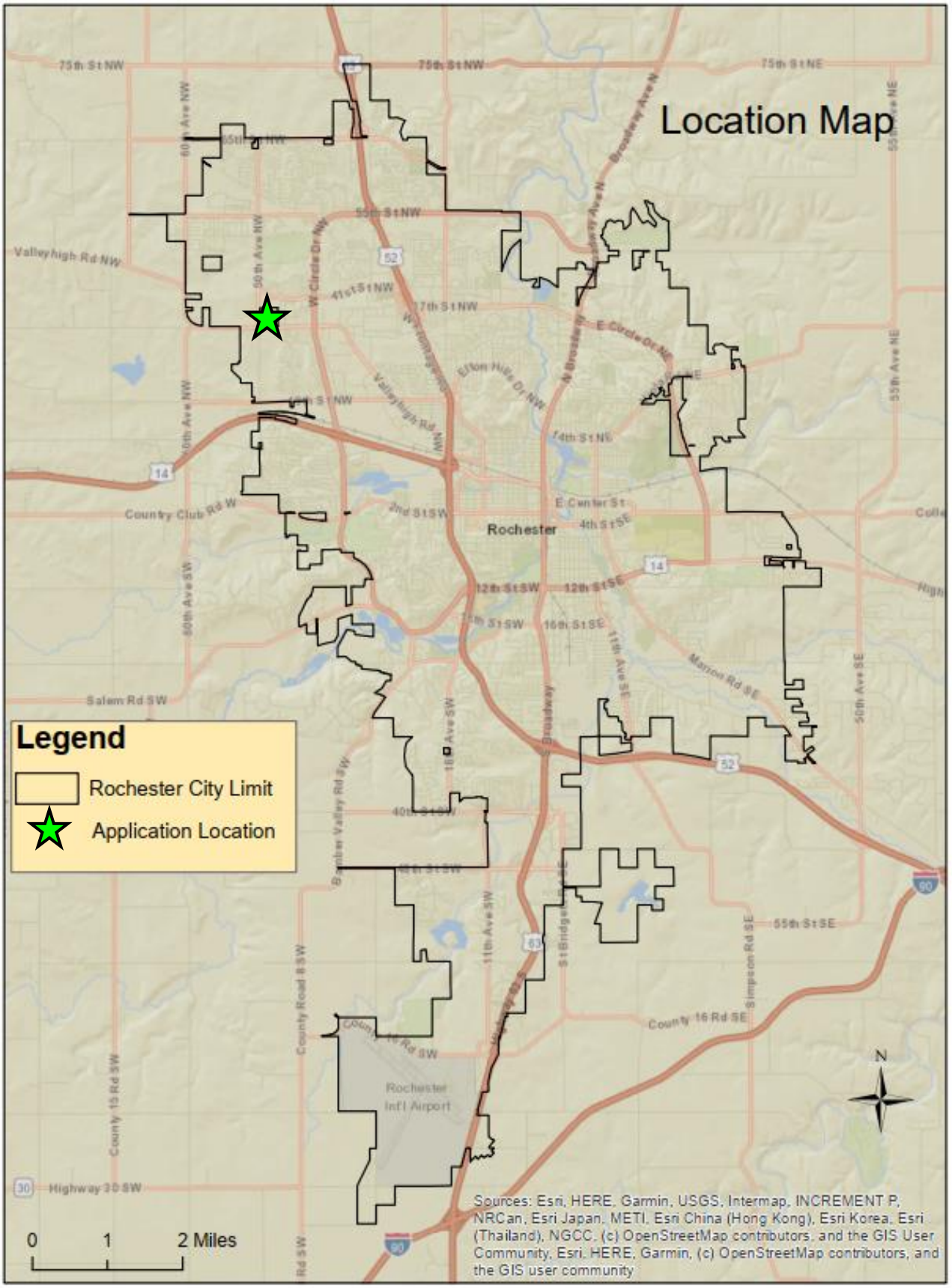
Notif Area: 350'

Ward 3



OLMSTED COUNTY
MINNESOTA

This document is not guaranteed to be 508C. For accessible maps, please contact the author or Olmsted County GIS. Olmsted County is not responsible for omissions or errors contained herein. If discrepancies are found within this map please notify Olmsted County GIS at (507) 328-7100, gissupport@olmstedc
Public Works Service Center 1188 50 St SE, Rochester, MN 55904.
Esri, TomTom, Garmin, SafeGraph, FAO, METI/NASA, USGS, EPA, NPS, USFWS, Esri Community Maps Contributors, Esri, TomTom, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, NPS, US Census Bureau, USDA, USFWS


Location Map
Legend
Rochester City Limit
Application Location
Rochester
Rochester Int'l Airport
0
1
2 Miles
N
Sources: Esri, HERE, Garmin, USGS, Intermap, INCREMENT P, NRCan, Esri Japan, METI, Esri China (Hong Kong), Esri Korea, Esri (Thailand), NGCC, (c) OpenStreetMap contributors, and the GIS User Community, Esri, HERE, Garmin, (c) OpenStreetMap contributors, and the GIS user community

BADGER HEIGHTS

KNOW ALL PERSONS BY THESE PRESENTS: That West 34 Partners LLC, a Minnesota limited liability company, owner of the following described property situated in the County of Olmsted, State of Minnesota to wit:

The Southwest Quarter of the Northwest Quarter of Section 20, Township 107 North, Range 14 West, Olmsted County, Minnesota, EXCEPT the following two parcels:

Part of the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter, Section 20, Township 107, Range 14, Olmsted County, Minnesota, lying westerly of the following described line:

Beginning at the intersection of the south line of said Southwest Quarter of the Northwest Quarter and a line parallel with and 39.96 feet east of the west line of said Southwest Quarter of the Northwest Quarter; thence northerly parallel to said west line 177.41 feet; thence northerly 327.40 feet along a tangential curve concave to the west having a radius of 7,699.00 feet and a central angle of 2 degrees 26 minutes 11 seconds to the intersection with a line parallel with and 33.00 feet east of the west line of said Southwest Quarter of the Northwest Quarter and said line there terminating.

AND

That part of the South 454.00 feet of the West 598.00 feet of the Southwest Quarter of the Northwest Quarter of Section 20, Township 107 North, Range 14 West, Olmsted County, Minnesota, lying easterly of the following described line:

Beginning at the intersection of the south line of said Southwest Quarter of the Northwest Quarter and a line parallel with and 39.96 feet east of the west line of said Southwest Quarter of the Northwest Quarter; thence northerly parallel to said west line 177.41 feet; thence northerly 327.40 feet along a tangential curve concave to the west having a radius of 7,699.00 feet and a central angle of 2 degrees 26 minutes 11 seconds to the intersection with a line parallel with and 33.00 feet east of the west line of said Southwest Quarter of the Northwest Quarter and said line there terminating.

Has caused the same to be surveyed and platted as BADGER HEIGHTS and does hereby dedicate to the public for public use the public ways and the drainage and utility easements as created by this plat.

In witness whereof said West 34 Partners LLC, a Minnesota limited liability company, has caused these presents to be signed by its proper officer this _____ day of _____, 20_____.

Signed: West 34 Partners LLC

By: _____
Jeffrey Brown, Chief Manager

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20_____, by Jeffrey Brown, Chief Manager of West 34 Partners LLC, a Minnesota limited liability company.

_____(Signature)

_____(Print)

Notary Public, _____ County, Minnesota

My Commission Expires _____.

SURVEYOR'S CERTIFICATE

I, Daniel Ekrem, do hereby certify that this plat was prepared by me or under my direct supervision; that I am a duly Licensed Land Surveyor in the State of Minnesota; that this plat is a correct representation of the boundary survey; that all mathematical data and labels are correctly designated on this plat; that all monuments depicted on this plat have been, or will be correctly set within one year; that all water boundaries and wet lands, as defined in Minnesota Statutes, Section 505.01, Subd. 3, as of the date of this certificate are shown and labeled on this plat; and all public ways are shown and labeled on this plat.

Dated this _____ day of _____, 20_____

_____
Daniel Ekrem, Licensed Land Surveyor
Minnesota License No. 57366

STATE OF _____

COUNTY OF _____

This instrument was acknowledged before me on this _____ day of _____, 20_____, by Daniel Ekrem, Licensed Land Surveyor, Minnesota License No. 57366.

_____(Signature)

_____(Print)

Notary Public, _____, Minnesota

My Commission Expires _____.

CITY APPROVAL
CITY OF ROCHESTER
COUNTY OF OLMSTED
STATE OF MINNESOTA

This plat of BADGER HEIGHTS was approved and accepted by the City Council of the City of Rochester, Minnesota at a regular meeting thereof on the _____ day of _____, 20_____, and said plat is in compliance with the provisions of Minnesota Statutes, Section 505.03, Subd. 2.

By: _____
City Clerk, Rochester, MN

COUNTY SURVEYOR

I hereby certify that in accordance with Minnesota Statutes, Section 505.021, Subd. 11, this plat has been reviewed and approved this _____ day of _____, 20_____.

By:_____
Olmsted County Surveyor

PROPERTY RECORDS AND LICENSING

Taxes payable in the year 20___ on the land herein described have been paid, there are no delinquent taxes and transfer entered this _____ day of _____, 20_____.

DOCUMENT NUMBER: _____

I hereby certify that this instrument was filed in the Office of Property Records and Licensing for the record this _____ day of _____, 20_____, at ____ o'clock ____. M., and was duly recorded in the Olmsted County Records.

_____
Director of Property Records & Licensing

_____
By: Deputy

OLMSTED COUNTY ENGINEER

Recommended for approval this _____ day of _____, 20

_____
Olmsted County Engineer

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BADGER HEIGHTS

NW COR. SEC. 20, T.107 N, R.14 W. 1-INCH SQUARE PIPE W/CAP RLS 42638

N88°26'10"E 2637.28
1318.64 — 1318.64

NE COR-NW 1/4 SEC. 20, T.107 N. R.14 W.

S00°13'06"E 1314.01

ALPHA PARKWAY NW

RLS 42648

S88°21'31"W 1320.81

N00°18'40"W 1312.17

N00°24'14"W 2620.67

1310.33 — 1310.33

33.01

386.14

N88°21'31"E 263.61

R=235.00
L=129.91
Δ=31°40'21"
C.Brg=N72°31'20"E
C=128.26

132.11
R=128.00 L=64.51
Δ=28°52'35"
C.Brg=N14°39'23"W
C=63.83

16.67

S12°26'08"E
28.40
R=143.00
L=30.49
Δ=12°13'02"

769.55

N LINE OF SW 1/4 – NW 1/4 – SEC. 20, T. 107N, R. 14W

OUTLOT B

50TH AVE NW

S00°13'06"E 808.25

S00°13'06"E 774.06

N00°13'08"W 253.89

N00°13'06"W 257.85

N88°21'31"E 346.34

10.00

574.60

N00°18'40"W 1312.17

46TH AVE NW

35TH ST NW

68.38

L=186.41
Δ=46°50'37"

N88°21'31"E
73.10

R=200.00
Δ=46°50'37"
L=16.51

N68°57'27"E
37.41

L=192.90
Δ=44°16'14"

49.39

14.00

28.01

56.02

N07°57'25"E
58.79

28.40
28.39

77.82

L=140.62
Δ=46°50'37"

R=200.00
Δ=44°16'14"
L=154.53

35.00

N01°38'29"W
81.11

R=328.00
L=37.83
Δ=6°36'31"
N04°58'02"E
22.26

OUTLOT A

L=176.17
Δ=44°16'14"

50.61

RLS 41887

S88°16'52"W 127.93

N00°45'10"W
65.01

N56°39'17"W
32.77

S89°41'07"E
50.00

127.91

BADGER HILLS THIRD SUBDIVISION

N71°17'42"W
91.99

N85°56'08"W
45.99

S89°41'20"W
72.97

N01°43'08"W 195.00

S81°21'05"W
53.39

S80°18'56"E
56.37

L=18.59
Δ 14°14'48"
10.00

S88°16'52"W
10.00

N01°43'08"W
19.39

S88°16'52"W
131.46

N84°40'36"E
144.01

BADGER HILLS SUBDIVISION

S89°46'54"W
33.00

R=7699.00
L=50.72
Δ=0°22'39"
C.Brg=N02°27'58"W
C=50.72

PT. 33.0' E OF W LINE OF SW 1/4 – NW 1/4 SEC. 20, T. 107N, R. 14W NOT TANGENT

S88°16'52"W 563.20

N76°44'00"W
129.45

N88°16'52"E
130.00

L=65.86
Δ 13°52'22"

25.71

28.20
28.17

D&U

S76°44'00"E
253.78

L=6.94
Δ 1°27'41"

R=300.00 L=69.08
Δ=13°11'37"
C.Brg=N09°42'54"E
C=68.93

598

EXCEPTION

R/W VARIES

S00°13'06"E 505.75

W LINE OF SW 1/4 – NW 1/4 SEC. 20, T. 107N, R. 14W

R=7699.00
L=327.40
Δ=2°26'11"

LINE PARALLEL WITH W LINE OF SW 1/4 – NW 1/4 SEC. 20, T. 107N, R. 14W

N00°13'06"W 454.16

368.97

454

1

26

2

MILLET PLACE NW

1

450.35

L=239.24 Δ=18°49'44"

R=700.00 L=232.28
Δ=19°00'55"

L=223.02
Δ=19°00'55"

28

R=76.67 L=34.86
Δ=26°03'03"
C.Brg=N10°30'29"E C=34.56

N89°46'54"E
214.81

28.07 D&U

R=11359.16
L=209.08
Δ=1°03'17"
C.Brg=N87°49'47"E
C=209.08

L=21.82
Δ=16°18'26"

RLS 18887

177.41

39.96

VALLEYHIGH RD NW

85.19

248.70

S88°16'52"W 724.77

N86°54'15"E
20.00

S02°42'13"W
20.00

31.10

N02°42'13"W
18.71

R=11359.16
L=147.64
Δ=0°44'41"
C.Brg=N86°36'28"E
C=147.63

N86°14'08"E 304.75

(C.S.A.H. NO. 4)
VALLEYHIGH RD NW
PARCEL 2 OLMSTED COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 193

103.29

476.07

S88°16'52"W 1322.97

VALLEYHIGH FLATS

SE COR-NW 1/4 SEC. 20, T.107 N. R.14 W.

SEE INSET ON SHEET 3 OF 3 SHEETS

S88°16'52"W 598.21

SW COR. NW 1/4 SEC. 20, T.107 N. R.14 W. CAST IRON CAP ON TELSPAR PIPE

OLMSTED COUNTY HIGHWAY RIGHT OF WAY PLAT NO. 193

S. LINE OF SW 1/4 – NW 1/4 SEC. 20, T. 107N, R. 14W

200

NW 1/4
NE 1/4
SITE
SW 1/4
SE 1/4
N

VICINITY MAP
S. 20, T. 107N, R. 14W
NOT TO SCALE

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:

5
10
NOT TO SCALE

Being 5 feet in width and adjoining lot lines and 10 feet in width and adjoining street lines as shown on this plat, unless otherwise shown.

THE WEST LINE OF THE SW 1/4 - NW 1/2 - SEC. 20, T. 107N, R. 14W HAS AN ASSUMED BEARING OF S00°13' 06E".

LEGEND

- ○ Denotes 1/2 inch x 18 inch iron monument set marked by license no. 57366, unless otherwise shown.
- —o—o— Denotes Controlled Access/Right of Access dedicated to Olmsted County.
- ● Denotes monument found 1/2 inch iron pipe, marked as shown.
- ▲ Denotes Mag Nail Set
- ⊙ Denotes Cast Iron Monument Found

N

Scale in feet
0 100 200 300

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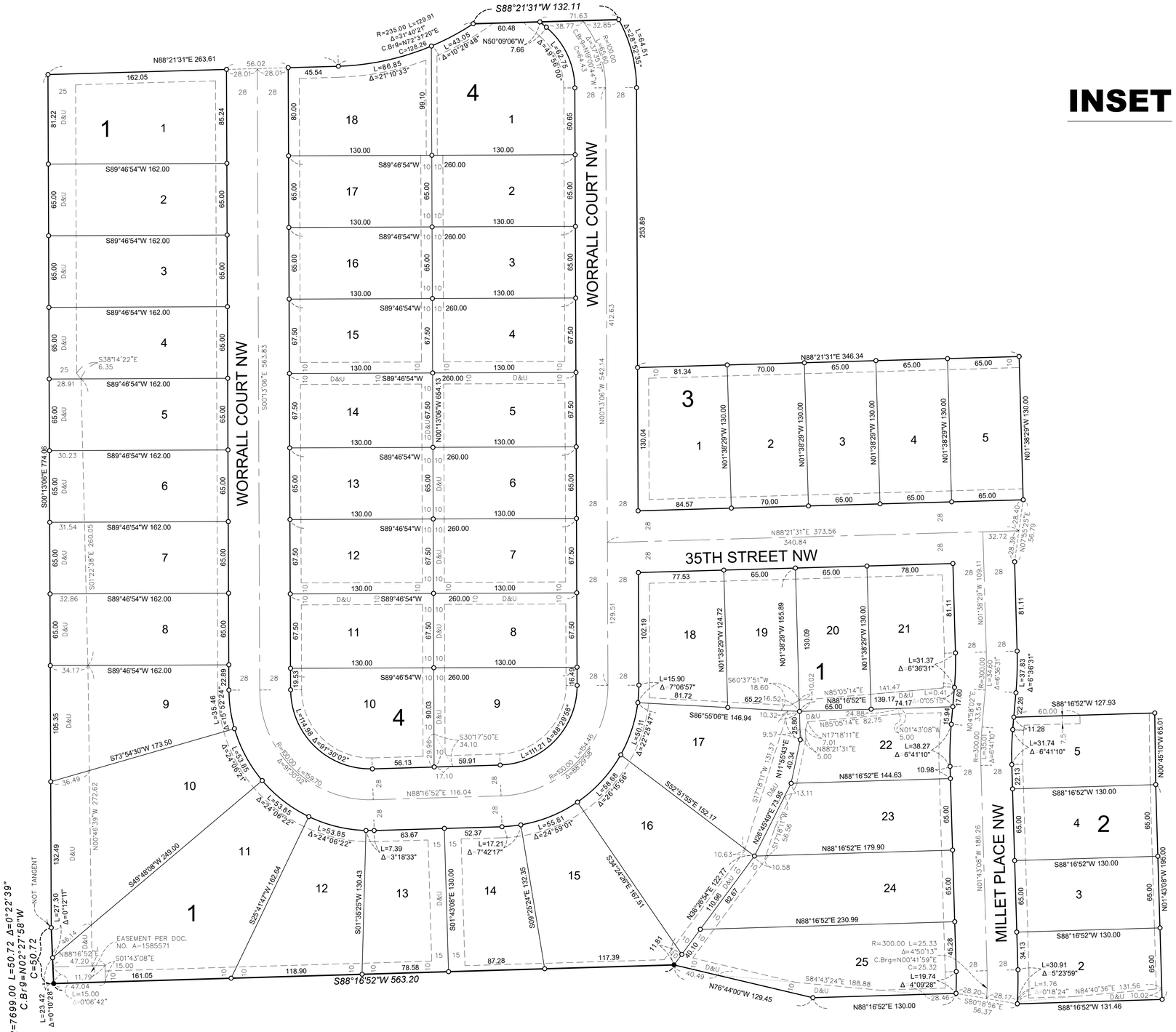
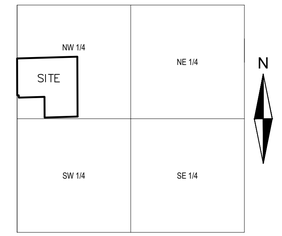
BADGER HEIGHTS

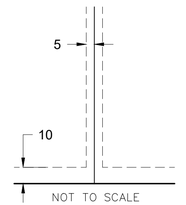
INSET





VICINITY MAP
S. 20, T. 107N, R. 14W
NOT TO SCALE

DRAINAGE AND UTILITY EASEMENTS ARE SHOWN THUS:



Being 5 feet in width and adjoining lot lines and 10 feet in width and adjoining street lines as shown on this plat, unless otherwise shown.

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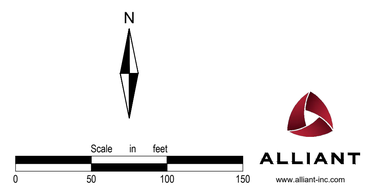
LEGEND

- ○ Denotes 1/2 inch x 18 inch iron monument set marked by license no. 57366, unless otherwise shown.
- ● Denotes monument found 1/2 inch iron pipe, unless otherwise shown.



To:	City of Rochester Planning Department 4001 West River Parkway NW, STE 100 Rochester, MN 55901
From:	Mark Rausch, Ben Palazzolo, Alliant Engineering Inc
Date:	9/3/2025
Subject:	RE: CD2025-007Plat – Major Land Subdivision Approval Conditions

City of Rochester Planning,
Response to City Planning City Conditional Approval Comments dated May 19th, 2025 are provided below in red.

1. Prior to the Final Plat submittal, Stormwater Management, Civil, and Grading Plans shall be approved.
   Updated construction documents provided to the city 8-29-2025. All comments addressed awaiting final signatures.
2. Prior to the Final Plat submittal, a City-prepared Development Agreement must be approved.
   Ian Peterson Sent Mark Baker DA request from on 7-23-2025. DA shall be on September 8th council meeting.
3. Prior to the Final Plat submittal, a Traffic Impact Report or waiver must be submitted to Public Works.
   Provided and signed off by City Engineer.
4. Prior to the Final Plat submittal, the plat exhibit shall be revised to show the street connection on the north property line in alignment with the proposed roadway in the approved Badger Hills GDP for the adjacent property to the north.
   Easement Exhibit for Alpha Parkway is provided with the application.
5. Prior to the Final Plat submittal, dedication of a pedestrian facilities easement is required for the parts of the existing pedestrian path adjacent to 50th Ave NW that are located on private property.
   Provided with plat and plans.
6. Prior to the Final Plat submittal, RPU Electric comments shall be addressed.
   Addressed.
7. Prior to the Final Plat submittal, RPU Water comments shall be addressed.
   Addressed.
8. Prior to the Final Plat submittal, Rochester Fire Department comments shall be addressed.
   Addressed. Approval Provided by Jason 7-24-2025
9. Prior to the Recordation of the Final Plat, the applicant shall meet their parkland dedication obligation.
   Noted and Understood.
10. Prior to the Recordation of the Final Plat, the applicant shall meet their boulevard tree obligation.
    Permit provided.

Agency Review Comments

Application No: CD2025-032PLAT

9/8/2025 **County GIS/E911**

See attached final plat GIS referral document BadgerHeightsFP_Referral.pdf - no issues.

9/15/2025 **County Long Range Planning**

No comment.

9/19/2025 **County Public Works**

A Right of Way permit is required to be submitted to Olmsted County for the work proposed within the CSAH 4 right of way. Stop and intersection street name signs shall be installed by Olmsted County Public Works and the work will be billed to the applicant.

9/8/2025 **Fire Review**

9/10/2025 **LGU**

A wetland delineation has been completed for the project, R2024-022WET. The farm well has also been sealed, O25-0023WS.

9/8/2025 **Park and Rec Review**

See attached comment in Accela software.

9/19/2025 **Public Works Review**

See attached comment in Accela software.

9/10/2025 **RPU Electric Review**

There are no comments from this agency at this time.

9/8/2025 **RPU Water Review**

RPU Water Dept. has no objections or comments on the final plat. The final construction plans were last reviewed by RPU Water on 9/2/2025 with no further comments and/or revisions required. See RPU Water Dept. informational letter dated 9/8/2025 for more information. The owner/builder is fully responsible for and required to install a pressure reducing device within any homes that have static pressures of 80 psi and greater, according to the MN State Plumbing Code.

4) Criteria for Major Land Subdivision Permit Approval

The Planning Commission shall recommend, and City Council shall approve, a Major Land Subdivision Permit, if it determines that the following criteria are met:

a) The proposed land subdivision is consistent with the adopted Comprehensive Plan.

b) The proposed land subdivision conforms to all standards in this UDC, unless a Minor Modification, Major Modification, or Variance for any deviation from the standards in this UDC has been approved pursuant to this UDC.

c) The proposed land subdivision permit is consistent with any approved and applicable General Development Plan, Conditional Use Permit, and/or Traffic Impact Study.

d) The proposed land subdivision will not result in a violation of federal or state law or city or county ordinance.

e) The proposed water system and sanitary sewer system are adequate to serve the normal and fire protection demands of proposed development and to provide for the efficient and timely extension to serve future development.

f) The plan for soil erosion and stormwater management meets the adopted standards of the City of Rochester and is consistent with the adopted Stormwater Management Plan or adopted drainage or stormwater policies.

g) The vehicular, pedestrian, transit and non-motorized system is consistent with adopted transportation plans and is consistent with the street layout standards listed in Section 60.400.040C Subdivision level Connectivity and Circulation and applicable traffic service standards.

h) The soils, topography and water tables have been adequately studied to ensure that all lots are developable for their designated purposes.

i) The proposed subdivision will not have off-site impacts on the street, drainage, water, or wastewater systems that exceed adopted standards.

j) The lot and block layout provide for safe and convenient pedestrian, non-motorized vehicle, transit, vehicular, service and emergency access, efficient utility service connections, and adequate buildable area in each lot for planned uses.

k) The proposed subdivision has taken into account the current six-year and other Long-Range Capital Improvements Programs and the elements listed in those programs in the design of the subdivision.

l) The proposed subdivision will not have adverse impacts on the safety or viability of permitted uses on, or the efficient continued development of, adjacent properties.

m) Rights-of-way and easements of adequate size and dimension are provided for the purpose of constructing the street, utility, and drainage facilities needed to serve the development.

n) The proposed parks, trail thoroughfares, and open space dedications are consistent with adopted plans, policies, and regulations.

o) If located in a residential zoning district, the subdivision addresses the need to avoid spillover parking from subdivision residents into surrounding residential districts.

p) For any land located within the Special Flood Hazard Area of the FPO – Floodplain Overlay:

   i) The proposed subdivision adequately mitigates the risks of flooding, inadequate drainage, soil and rock formations with severe limitations for development, severe erosion potential, or any other floodplain related risks to the health, safety, or welfare of the future residents of the proposed subdivision in a manner consistent with this ordinance;

   ii) Each lot contains a potential building site located outside of the Floodway District at or above the regulatory flood protection elevation;

   iii) Adequate drainage is provided to reduce exposure of flood hazard;

   iv) For all subdivisions containing land within the Floodway and/or Flood Fringe District boundaries, the regulatory flood protection elevation and the required elevation of all access roads are clearly labeled on all required subdivision drawings and platting documents;

   v) The subdivision provides road access both to the subdivision and to the individual building sites no lower than two feet below the regulatory flood protection elevation; and

   vi) All public utilities and facilities, such as sewer, gas, electrical, and water systems, are located and constructed to minimize or eliminate flood damage.

RESOLUTION

Approving Final Plat No. CD2025-032PLAT, To Be Known as Badger Heights, for the Subdivision of 33.56 Acres Into 55 Residential Lots and 2 Outlots, Located Northeast of the Intersection of 50th Ave NW and Valleyhigh Rd NW.

WHEREAS, West 34 Partners LLC. has requested from the City of Rochester Final Plat approval for a subdivision to be known as Badger Heights.

WHEREAS, the Final Plat proposes 55 residential lots on 33.56 acres of land located northeast of the intersection of 50th Ave NW and Valleyhigh Rd NW.

WHEREAS, the Council adopts the findings as described attached to the Community Development memo dated October 6, 2025, and finds the proposal meets the criteria in R.C.O § 60.500.040 (subd. H) Final Plat.

WHEREAS, on October 6, the City of Rochester Common Council held a public hearing to consider a Final Plat application for the development, adopted the findings of fact, and approved the Final Plat subject to two conditions.

NOW, THEREFORE IT BE RESOLVED, by the Common Council of the City of Rochester, at a public hearing duly noticed and held on October 6, 2025, the following plat of lands in Olmsted County, Minnesota is to be known and designated as follows:

The Southwest Quarter of the Northwest Quarter of Section 20, Township 107 North, Range 14 West, Olmsted County, Minnesota, EXCEPT the following two parcels:

Part of the Southwest Quarter of the Northwest Quarter and the Northwest Quarter of the Southwest Quarter, Section 20, Township 107, Range 14, Olmsted County, Minnesota, lying westerly of the following described line:

Beginning at the intersection of the south line of said Southwest Quarter of the Northwest Quarter and a line parallel with and 39.96 feet east of the west line of said Southwest Quarter of the Northwest Quarter; thence northerly parallel to said west line 177.41 feet; thence northerly 327.40 feet along a tangential curve concave to the west having a radius of 7,699.00 feet and a central angle of 2 degrees 26 minutes 11 seconds to the intersection with a line parallel with and 33.00 feet east of the west line of said Southwest Quarter of the Northwest Quarter and said line there terminating.

AND

That part of the South 454.00 feet of the West 598.00 feet of the Southwest Quarter of the Northwest Quarter of Section 20, Township 107 North, Range 14 West, Olmsted County, Minnesota, lying easterly of the following described line:

Beginning at the intersection of the south line of said Southwest Quarter of the Northwest Quarter and a line parallel with and 39.96 feet east of the west line of said Southwest Quarter of the Northwest Quarter; thence northerly parallel to said west line 177.41 feet; thence northerly 327.40 feet along a tangential curve concave to the west having a radius of 7,699.00 feet and a central angle of 2 degrees 26 minutes 11 seconds to the intersection with a line parallel with and 33.00 feet east of the west line of said Southwest Quarter of the Northwest Quarter and said line there terminating.

Containing 33.56 acres, more or less.

TO BE KNOWN as “Badger Heights”, by West 34 Partners LLC. Applicant, is hereby approved, and all dedications of land or interests in land for public purposes as shown on said plat are hereby accepted, subject to the follow conditions:

1. Prior to recording of Final Plat mylars, full execution of a City-Prepared Development Agreement, executed by both Owner and City, shall be recorded.

2. Prior to recording of Final Plat mylars, the required Parkland Dedication fee shall be paid to the Rochester Parks & Recreation Department.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF ROCHESTER, MINNESOTA, THIS _____ DAY OF _____, 2025.

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF_____, 2025.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

2026 Master Fee Schedule

MEETING DATE:
October 6, 2025

ORIGINATING DEPT:
Finance Department

AGENDA SECTION:
Public Hearings

PRESENTER:
Aaron Parrish

Action Requested:

1. Approving an Ordinance establishing the 2026 Master Fee Schedule.
2. Directing the City Attorney's office to prepare an Ordinance for the first reading on November 3, 2025.

Report Narrative:

Pursuant to Minn. Statute §462.353 Subd. 4a and upon public hearing duly noticed and held on October 6, 2025, the City of Rochester, a Minnesota municipal corporation, requires certain fees and charges for City services be established via adoption of Ordinance. The 2026 Master Fee Schedule is created to cover portions of costs associated with fees and services provided by City departments, to enhance quality of life, and help ensure private and public activities are being performed in a non-harmful manner. The Master Fee schedule will be reviewed annually with amended fees updated as of January 1 of each calendar year.

Below highlights some of the changes:

- Summary of changes included in the packet.
- Golf fee adjustments for 2026 were discussed and accepted by the Park Board and City Council during the review of municipal golf in 2022. The fee increases are part of a plan that is designed to achieve $250K in net revenue from golf user fee for ongoing maintenance/improvements to golf.
- Sewer charges are related to the previously approved five-year rate study and growth management plan.
- Public Works fees reflective of 5-year Rolling Average of Engineering News Record Construction Cost Index.
- The new fees for Developer Parking Agreement and Public EV Charging are on consent agenda and also included in the 2026 Master Fee Schedule. These fees will need to be removed if the items don't pass.

Attached are the Ordinance and Master Fee Schedule for 2026 for adoption, and the projected Master Fee Schedule for 2027. Both versions include a column showing the differences between fees from the previous year, which has been included for the ease of identifying changes in fees year over year. However, the 2027 Master Fee Schedule is not being adopted at this time, rather it is a projection that will guide fee discussions for the 2027 Supplemental Budget Process and be considered in late 2026.

Should an item be removed from the Consent Agenda pertaining to the Developer Parking Agreement or Public EV Charging for further discussion, it has been discussed that the Council should then move the public hearing for the 2026 Master Fee Schedule until after those items have been discussed in the meeting. This will prevent the Council from having to open the public hearing and then continue the public hearing until after the discussion. If Council action is made that requires the removal of an item from the 2026 Master Fee Schedule, the 2026 Master Fee Schedule can be amended and approved at this time, and continue preparation for the first reading on November 3, 2025. Likewise, based on the discussion there may still be time to reinsert the items into the 2026 Master Fee Schedule and continue on with the first reading on November 3, 2025, allowing time for notice, second reading and implementation by January 1, 2026. As a final option, removed items can also be brought back at a later date to amend the 2026 Master Fee Schedule through Council action at any time directed by Council.

Priorities & Foundational Principles:

Fiscal Responsibility & Sustainability
Quality Services

Policy Considerations & DEI Impact:

The 2026 Master Fee Schedule is in alignment with the 2026 and 2027 Recommended Budget.

Prior Legislative Actions & Community Engagement:

September 27, 2025: Notice of Public Hearing Published in the Post Bulletin.
Study Session Budget Presentation on April 28, 2025

The Master Fee Schedule is adopted annually.

Fiscal & Resource Impact:

The fees listed in the 2026 Master Fee Schedule have been considered in departments' 2026 and 2027 recommended budget creation and are in alignment with that budget.

Of note, specifically, the sewer charges are related to the previously approved five-year rate study and growth management plan.

Alternative Action(s):

No alternative actions suggested at this time.

Prepared By:

Josh Duerr

Attachments:

Exhibit - 2026 Master Fee Schedule

Exhibit - 2026 Master Fee Schedule with Changes Highlighted

Exhibit - 2027 Projected Master Fee Schedule

Exhibit - 2027 Projected Master Fee Schedule with Changes Highlighted

Schedule of Fees and Charges for Licenses, Permits, Services, and Other Charges

City Clerk		
Service	**2026 Fee**	**2025 Fee**
Administrative Fines		
Hearing Fines	Variable	Variable
City Issued Violation not separately identified	$60.00	$60.00
Repeat Nusiance Service Calls (after 3)	$60.00	$60.00
5th Nusiance Service Call	$120.00	$120.00
6th Nusiance Service Call	$180.00	$180.00
7th Nusiance Service Call	$240.00	$240.00
Failure to Remove Snow & Ice from Residental Sidewalk	$40.00	$40.00
2nd subsequent Res. Snow violation	$60.00	$60.00
3rd subsequent Res. Snow violation	$120.00	$120.00
Failure to Remove Snow & Ice from Commercial Sidewalk	$60.00	$60.00
2nd subsequent Res. Snow violation	$60.00	$60.00
3rd subsequent Res. Snow violation	$120.00	$120.00
Tall Grass & Weeds Violation	$80.00	$60.00
2nd subsequent violation	$110.00	$90.00
3rd subsequent violation	$140.00	$120.00
Admin Fines Due to State	$60.00	$60.00
Expedited license processing fee	$50.00	$50.00
Administrative Licensing fees	$25.00	$25.00
Animal Licenses		
Breeder's Permit	$50 plus $100 investigation fee for new applications	$50 plus $100 investigation fee for new applications
Chickens (2 year license)	$40.00	$40.00
Duck License (2 year license)	$40.00	$40.00
Pigeon	$25.00	$25.00
Dog-Dangerous	$100.00	$75.00
Assessments		
Assessment Principal	Variable	Variable
Assessment Interest	Variable	Variable
Alcohol Licenses		
Full Intoxicating Liquor On-Sale		
Clubs		
Less than 200 Members	$300.00	$300.00
201-500 members	$500.00	$500.00
501-1,000 members	$650.00	$650.00
1,001-2,000 members	$800.00	$800.00
2,001-4,000 members	$1,000.00	$1,000.00
4,001-6,000 members	$2,000.00	$2,000.00
More than 6,000 member	$3,000.00	$3,000.00
Hotels	$7,600.00	$7,600.00
Restaurants, including Brewpubs	$5,400.00	$5,400.00
Exclusive On-Sale	$7,900.00	$7,900.00
Exclusive On-Sale/Restaurants with seating less than 30	$3,200.00	$3,200.00
Bowling Centers	$7,600.00	$7,600.00
Theaters	$7,600.00	$7,600.00
Non-Profit Theaters	$4,300.00	$4,300.00
Civic Center	$4,300.00	$4,300.00
Limiting Intoxicating Liquor On-Sale		
Brewer Taprooms	$630.00	$630.00
Cocktail Rooms	$630.00	$630.00
Cooking Schools	$250.00	$250.00
Wine On-Sale		
Restaurants, Theaters	$960.00	$960.00
Non-Profit Theaters	$630.00	$630.00
Collegiate Baseball Teams (half year)	$480.00	$480.00
Add Strong Beer to a Wine License	$540.00	$540.00
3.2 Percent Malt Liquor On-Sale		
Restaurants, Other	$540.00	$540.00
Brewpubs	$540.00	$540.00
Partial Year Sales at McQuillen Park	$270.00	$270.00
Consumption and Display	$300.00	$300.00
On-Sale License Endorsements		
Additional Bar	$1,800.00	$1,800.00
Special Sunday	$200.00	$200.00

2 a.m. Sales	$100.00	$100.00
Limited Entertainment Endorsement	$220.00	$200.00
General Entertainment Endorsement	$2,200.00	$2,000.00
Temporary On-Sale		
Temporary Intoxicating Liquor	$120.00	$100.00
Temporary Non-Intoxicating Malt Liquor	$60.00	$50.00
One Day Consumption and Display	$60.00	$50.00
Temporary Liquor Catering Permit	$60.00	$50.00
Temporary Expansion of Entertainment	$60.00	$50.00
Temporary Expansion of Premises	$120.00	$100.00
Off-Sale		
Exclusive Liquor Store/Off-Sale	$1,500.00	$1,500.00
3.2 Percent Malt Liquor/Off-Sale	$150.00	$150.00
Small Brewer Taproom or Brew Pub Off-Sale	$250.00	$250.00
Distillery Off-Sale	$250.00	$250.00
Other Fees		
Tranfer Fee for All License Types	$200.00	$200.00
Permanent Expansion of Premisis	$200.00	$200.00
Investigation Fees		
Additional fee for subsequent years prior to issuance	$110.00	$100.00
Intoxicating Liquor/Wine - Individual	$330.00	$300.00
Intoxicating Liquor/Wine - Partnerships	$440.00	$400.00
Intoxicating Liquor/Wine - Corporations or LLCs	$550.00	$500.00
Business License		
Escort License-Individual	$330.00	$300.00
Escort Service	$1,250.00	$1,155.00
Fireworks Sales (City Clerk Fee only)	$60.00	$60.00
Ice Cream Vending Vehicle	$220.00	$200.00
Massage Therapist	$112 plus $150 investigation fee	$112 plus $150 investigation fee
Massage Therapy Business	$220 plus $250 investigation fee	$220 plus $250 investigation fee
Mobile Food Units		
Mobile Food Unit License	$250.00	$200.00
Downtown Anytime Operation Zones (6 am-midnight)/per month	$0.00	$40.00
Lunch Operation Zones (9 am-2 pm)/per month	$0.00	$100.00
Late Night Operation Zones (9 pm-2:30 am)/per month	$0.00	$50.00
Zone 2 (1st Ave SW south of 2nd St SW)/nightly	$0.00	$30.00
Temporary Mobile Food Unit Permit (1- 4 days)	$30.00	N/A
Outdoor Dog Permit (One-time application)	$30.00	$25.00
Pawnbrokers	$750.00	$700.00
Private Adult Dancer	$3,200.00	$3,000.00
Sidewalk Cafes/ Street Cafes / Parklets (2 year term)	$300.00	$250.00
Vending Cart (Food Cart Vending)	$375.00	$350.00
Contractor Licenses		
Heating Contractors	$125.00	$125.00
Master Installers	$60.00	$60.00
Sewers & Drains	$90.00	$90.00
Sidewalks-Cement	$90.00	$90.00
Sidewalks-Asphalt	$90.00	$90.00
Signs - Erect & Maintain	$90.00	$90.00
Tree Trimmer	$90.00	$90.00
Circus		
Circus Class A minimum per day	$60.00	$60.00
Circus Class A maximum per day	$120.00	$120.00
Circus Class B minimum per day	$30.00	$30.00
Circus Class B maximum per day	$60.00	$60.00
Circus Class C first day	$20.00	$20.00
Circus Class C each succeeding day	$10.00	$10.00
Circus Class D (per day)	$120.00	$120.00
Data Practices Charges		
Copies or Transmission of Electronic Records	Actual Cost	Actual Cost
Copies or Transmission of Paper Records up to 100 pages	$0.25	$0.25
Copies or Transmission of Paper Records over 100 pages	Actual Cost	Actual Cost
Gambling		
Gambling Annual	$500.00	$500.00
Gambling Single	$40.00	$30.00
License/Permit Renewal Late Fees		
Renewals not submitted at least 30 days before expiration	$0.00	$0.00
Special Event Submissions within 30 Days of event date	$25.00	$25.00
Renewals submitted after expiration but in the current license term	50% of license/permit fee	50% of license/permit fee
Transportation Licenses		

Bus (per vehicle)	$40.00	$40.00
Pedal Car Business Franchise	$0.00	$0.00
Pedal Car Driver's License	$30.00	$30.00
Pedal Car Business License	$60.00	$60.00
Public Transportation License	$200.00	$200.00
Public Transportation Franchise	$0.00	$0.00
Taxicab License (per vehicle)	$40.00	$40.00
Taxicab Drivers	$110.00	$110.00
Taxi Driver Investigation Fee	$100.00	$100.00
Transportation Network Company	$6,000.00	$6,000.00
Other Permits		
Banners - Revocable Permit	$25.00	$25.00
Fireworks Display (City Clerk fee only)	$60.00	$60.00
Golf Carts	$30.00	$30.00
Moving Permits - Garage	$25.00	$25.00
Moving Permits - House	$100.00	$100.00
Peddlers	$75.00	$75.00
Peddlers - Exempt From License	$0.00	$0.00
Peddlers - Rel & Char Organizations	$0.00	$0.00
Revocable Sign (disabled child)	$50.00	$50.00
Special Event / Sound Amplification	$120.00	$100.00
Per Additional Day (Special Event/ Sound Amplification)	$30.00	$25.00
Non Regulated Activities	$0.00	$0.00
Miscellaneous		
Election Filing Fees	$50.00	$50.00
Ward Maps	Variable	Variable
Reports, Maps, Code books	Variable	Variable
Photo Copies	$0.25	$0.25
Notary	$5.00	$5.00
Notary Witness Fees	$1.00	$1.00
Domestic partnership	$60.00	$60.00
Public Works		
Service	**2026 Fee**	**2025 Fee**
Sanitary Sewer and Watermain Connection Charge per foot of frontage	$156.64	$152.52
Sanitary Sewer Only per foot of frontage	$89.17	$86.83
Watermain Only per foot of frontage	$79.52	$77.42
Sewer or Water per Centerline Foot (through undeveloped property)	$114.84	$111.82
Maximum Sewer and Water Connection Fee - per lot for any developed lot **one-half acre or less** that contains a habitable single family dwelling unit	$19,281.86	$18,774.94
Sewer and Water Connection Fee - per lot plus per square foot over one-half acre and less than one and one-half acres that contain a habitable single family dwelling unit	Variable ($19,281.86 + $0.44 per sq ft)	Variable ($18,774.94 + $0.43 per sq ft)
Sewer and Water Connection Fee Cap - for lots **one and one-half acres or larger** for one habitable single family dwelling unit	$38,563.73	$37,549.88
Sewer and Water Connection Fee - The adjusted **minimum connection fee** shall be as follows calculated based on a minimum 80.00 feet frontage	$12,530.95	$12,201.50
Sewer Taps 4" pipe	$214.19	$208.56
Sewer Taps 6" pipe	$299.86	$291.98
Service Line Replacement Charges Water 5/8" - 1"	$1,888.49	$1,838.84
Service Line Replacement Charges Water 1-1/2" - 3"	$2,362.81	$2,300.69
Service Line Replacement Charges Water 4" - 6"	$2,775.36	$2,702.40
Service Line Replacement Charges Water 8"-12"	$3,779.17	$3,679.81
Service Line Replacement Charges Water > 12"	$4,725.60	$4,601.36
Service Line Replacement Charges Sewer 4" - 6"	$1,888.49	$1,838.84
Service Line Replacement Charges Sewer 8"-12"	$2,775.36	$2,702.40
Service Line Replacement Charges Sewer > 12"	$3,779.17	$3,679.81

Water Service Availability Fee (per developable acre)	$3,759.27	$3,448.87
Trunk Sewer Rate charge East Zumbro Phase 1: Silver Creek (per developable acre)	$11,408.96	$11,109.01
Trunk Sewer Rate charge East Zumbro Phase 1: Bear Creek (per developable acre)	$10,207.46	$9,939.10
Trunk Sewer Rate charge East Zumbro Phase 1: Willow Creek (per developable acre)	$20,240.59	$19,708.46
Trunk Sewer Rate charge Hadley Valley (per developable acre)	$8,223.30	$8,007.10
Trunk Sewer Rate charge Kings Run (per developable acre)	$13,522.98	$13,167.46
Trunk Sewer Rate charge West Zumbro (per developable acre)	$17,934.71	$17,463.20
Trunk Sewer Rate charge Northwest Territory (per developable acre)	$28,860.49	$28,101.75
Trunk Sewer Rate charge South Zumbro (per developable acre)	$44,608.64	$43,435.87
Sanitary Sewer Availability Charge Downstream Capacity Improvements (per developable acre)	$1,416.79	$1,379.55
Storm Water Management Plan Area Charges (SWMPAC) (per developable acre for Land Use Factor 1.0)	$4,375.94	$4,260.89
Section 7 SWMPAC (per gross acre for Land Use Factor 1.0)	$2,141.91	$2,085.60
NW Territories SWMPAC (per gross acre for Land Use Factor 1.0)	$2,967.73	$2,889.71
Street Reconstuction Fees are all based on per foot of frontage calculations:		
Street Reconstruction Residential Zones	$132.51	$129.03
Street Reconstruction Commercial/Industrial Zones	$212.01	$206.44
Street Reconstruction CBD/CDC Zones	$247.35	$240.85
Rehabilitation Fees per foot of frontage (as an alternative to Reconstruction at Owner's Request)		
Street Reconstruction Residential Zones	$106.01	$103.22
Street Reconstruction Commercial/Industrial Zones	$172.26	$167.73
Street Reconstruction CBD/CDC Zones	$198.76	$193.54
Street Resurfacing per foot of frontage (as an alternative to Reconstruction at Owner's Request)		
Street Reconstruction Residential Zones	$35.34	$34.41
Street Reconstruction Commercial/Industrial Zones	$53.00	$51.61
Street Reconstruction CBD/CDC Zones	$53.00	$51.61
Street / Alley Rehabilitation per foot		
Street Rehabilitation Residential Zones	$70.67	$68.81
Street Rehabilitation Commercial/Industrial Zones	$114.84	$111.82
Street Rehabilitation CBD/CDC Zones	$132.51	$129.03
Alley Reconstruction (per foot of frontage) Residential Zones (Bituminous)	$40.06	$39.01
Alley Reconstruction (per foot of frontage) Downtown Commercial Zones (Concrete)	$118.71	$115.59
Street Resurfacing per foot of frontage (as an alternative to Rehabilitation at Owner's Request)		
Street Resurfacing Residential Zones	$35.34	$34.41
Street Resurfacing Commercial/Industrial Zones	$53.00	$51.61
Street Resurfacing CBD/CDC Zones	$53.00	$51.61
Sidewalk/Approach/Pedestrian Ramp		

Sidewalk 4" Concrete (per SF)	$15.66	$15.25
Sidewalk 5" Concrete (per SF)	$17.29	$16.84
Sidewalk 6" Concrete (per SF)	$20.55	$20.01
Sidewalk 7" Concrete (per SF)	$25.43	$24.76
Approach 3" Bituminous Driveway (per SF)	$10.78	$10.50
Approach 6" Concrete Driveway (per SF)	$12.23	$11.91
Approach 7" Concrete Driveway (per SF)	$13.45	$13.10
Concrete Removal (per SF)	$2.57	$2.50
Concrete Curb & Gutter Removal of Existing (per lineal foot)	$20.54	$20.00
Concrete Curb & Gutter B or D Style Concrete Curb (per lineal foot)	$56.96	$55.46
Concrete Curb & Gutter Blacktop and Backfill Restoration (per lineal foot)	$10.27	$10.00
Restoration of Concrete Work (backfill with dirt, apply seed) (per SF)	$3.59	$3.50
Pedestrian Ramps		
Pedestrian Ramp (Standard Intersection Combined Directional)	$4,959.86	$4,829.47
Pedestrian Ramp (Standard Intersection One-Way Directional	$1,988.16	$1,935.90
Pedestrian Ramp (Non Traditional Intersection)	Actual Cost	Actual Cost
Pedestrian Ramp Mid Block Connection 5'	$1,988.16	$1,935.90
Pedestrian Ramp Mid Block Connection Trail	$4,044.89	$3,938.55
Street Maintenance Division Fees		
Street Opening Repair (per square foot) Bituminous Patching	$250 minimum charge; $11.59 per additional square foot	$250 minimum charge; $11.59 per additional square foot
Street Opening Repair (per square foot) Concrete Street Panel Replacements	$43.06	$41.93
Mailbox Damage Reimbursement - Materials only and submission of receipt(s) required.	Up to $125.00	Up to $125.00
Seal Coating for New public Streets (sq yd)	$1.86	$1.81
Seal Coat Damage Repair (SY)	$750 minimum charge; $5.28 per additional square yard	$750 minimum charge; $5.14 per additional square yard
Manhole Coring	$300 mobilization charge plus $75 per each	$300 mobilization charge plus $75 per each
Tandem Dump Truck (FEMA #8722)	$94.94; plus 1 Equipment Operator	$94.94; plus 1 Equipment Operator
Wheel Loader 2 CY (FEMA #8393)	$76.62; plus 1 Equipment Operator	$76.62; plus 1 Equipment Operator
Mini Excavator (FEMA #8280)	$48.97; plus 1 Equipment Operator	$48.97; plus 1 Equipment Operator
Tractor Backhoe (FEMA #8401)	$62.62; plus 1 Equipment Operator	$62.62; plus 1 Equipment Operator
Skid Loader (FEMA #8542)	$78.88; plus 1 Equipment Operator	$78.88; plus 1 Equipment Operator
Sewer Vac/Jet Truck (FEMA #8714-3)	$97.76; plus 2 Sewer Operators	$97.76; plus 2 Sewer Operators
Sewer Jet (JDE Rate)	$40.00; plus 2 Sewer Operators	$40.00; plus 2 Sewer Operators
Street Sweeper (FEMA #8157)	$184.20; plus 1 Equipment Operator	$184.20; plus 1 Equipment Operator
1-ton Pickup (FEMA #8808)	$31.81; plus 1 Equipment Operator	$31.81; plus 1 Equipment Operator
Towmaster Trailer (FEMA #8591)(JDE Rate)	$16.57; plus 1 Equipment Operator	$16.57; plus 1 Equipment Operator
Equipment Operator Hourly Rate	$53.00	$50.96
Equipment Operator Hourly Rate OT	$72.22	$69.43
Equipment Operator - Sewer Hourly Rate	$56.05	$53.90
Equipment Operator - Sewer Hourly Rate OT	$76.37	$73.43
Public Works Equipment Fees	All equipment fees will be per current year FEMA Schedule of Equipment Rates	All equipment fees will be per current year FEMA Schedule of Equipment Rates
Development Review Fee		
Document Review Fee	$128.40	$125.02
Development Charge Review Statement	$47.49	$46.24
Development Charge Review Statement (Express Review)	$71.23	$69.36
City Owner Contracts Application Fee	$150.00	$150.00
Development Agreements Application Fee	$546.00	$546.00
Supplemental Development Agreements Application Fee	$246.00	$246.00
Revocable Permits Application Fee	$246.00	$246.00
Utility Connection agreements Application Fee	$146.00	$146.00
Contribution agreements Application Fee	$146.00	$146.00

Maintenance Agreements Application Fee	$146.00	$146.00
Noise & Airspace Agreements Application Fee	$146.00	$146.00
Pedestrian Facility Agreements Application Fee	$146.00	$146.00
Assessment agreements Application Fee	$146.00	$146.00
Miscellaneous Agreements Application Fee	$146.00	$146.00
Easements Application Fee	$146.00	$146.00
Deeds Application Fee	$146.00	$146.00
Concrete Sidewalk Permit Fee - Adjustments Only (mud jacking, lifting, horizontal cutting, or grinding	$0.00	$0.00
Concrete Sidewalk Permit Fee - Replacement Only	$100.00	$100.00
Concrete Sidewalk Permit Fee - Replacement Only Re-Inspection	$100.00	$100.00
Concrete Sidewalk, Driveway Approach, Curb & Cutter or Street Panel Patching Permit Fee - New	$100.00	$100.00
Concrete Sidewalk, Driveway Approach, Curb & Cutter or Street Panel Patching Permit Fee - Re-Inspection	$100.00	$100.00
Asphalt Driveway Approach or Street Patching Permit Fee	$25.00	$25.00
Sewer & Water Connection Permit Fee - Per Unit	$100.00	$100.00
Sewer & Water Connection Permit Fee - Re-Inspection	$100.00	$100.00
Tier 1 Obstruction Permit Fee	$25.00	$25.00
Tier 2 Obstruction Permit Fee	$100.00	$100.00
Tier 2 Obstruction Permit Fee for Non-Compliant Sites	$200.00	$200.00
Obstruction Area Charge (per square foot, per day)	$0.0025	$0.0025
Traffic Oversize Vehicle Permit Fee	$25.00	$25.00
Traffic Impact Study Review Fee (per application)	$320.00	$320.00
Street Sign Fees (per square foot)	$93.59	$91.13
Traffic Delineator Temporary Removal (each)	$10.00	N/A
Storm Water Utility Fees		
Storm Water Utility Fee (SWUF) Rate (calculation, monthly, per parcel) Equation: [Land Use Factor] x [Total Acres] x [Storm Water Utility Rate] x [CreditFactor] **Credit factor is only applicable if customer applied and qualifies for credit.	Variable (LUF x Total Acres x $22.56 x Credit Factor)	Variable (LUF x Total Acres x $22.56 x Credit Factor)
Storm Water Utility Fee (SWUF) Monthly Customer Charge (per parcel)	$5.00	$5.00
Wastewater Fees		
Wastewater Fee Sewer Charge Fixed Charge (per month)	$19.40	$19.30
Wastewater Fee Sewer Charge Quantity Charge (per ccf)	$4.32	$4.29
Wastewater Fee High Strength Surcharge Flow (per ccf)	$1.97	$1.96
Wastewater Fee High Strength Surcharge BOD (per lb)	$0.56	$0.56
Wastewater Fee High Strength Surcharge TSS (per lb)	$0.45	$0.44
Wastewater Fee High Strength Surcharge TP (per lb)	$6.19	$6.14
Wastewater Fee High Strength Surcharge NH3-N (per lb)	$2.30	$2.28
Wastewater Fee Monitoring Charge (per month)	$1,100.00	$1,070.00
Wastewater Sampling Charge (per sample)	$200.00	$190.00
Wastewater Metals Analysis Charge (per sample)	$310.00	$300.00
Wastewater Conventional Pollutants Analysis Charge (per sample)	$160.00	$150.00
Wastewater Fee Septage (per 1,000 gal)	$127.00	$126.00
Wastewater Fee Portable Toiled Waste (per 1,000 gal)	$127.00	$126.00
Wastewater Fee Fats, Oils and Grease (per 1,000 gal)	$40.00	$39.00
Wastewater Fee Residential PIF	$4,350.00	$4,200.00
Wastewater Fee Multiple Dwelling Unit PIF	$3,050.00	$2,950.00
Wastewater Fee Meter Size PIF 5/8" X 3/4" (per fixture unit)	$206.00	$198.00
Wastewater Fee Meter Size PIF 5/8" X 3/4" (based on 25 fixture units)	$6,600.00	$6,350.00
Wastewater Fee Meter Size PIF 3/4"	$8,550.00	$8,250.00
Wastewater Fee Meter Size PIF 1"	$15,100.00	$14,600.00
Wastewater Fee Meter Size PIF 1-1/2"	$26,300.00	$25,400.00
Wastewater Fee Meter Size PIF 2"	$42,800.00	$41,300.00
Wastewater Fee Meter Size PIF 3"	$149,400.00	$144,200.00
Wastewater Fee Industrial Discharge Permit PIF Flow (per ccf per day)	$7,230.00	$6,980.00
Wastewater Fee Industrial Discharge Permit PIF BOD (per lb per day)	$2,330.00	$2,250.00
Wastewater Fee Industrial Discharge Permit PIF TSS (per lb per day)	$1,100.00	$1,060.00
Wastewater Fee Industrial Discharge Permit PIF TP (per lb per day)	$30,710.00	$29,660.00
Wastewater Fee Industrial Discharge Permit PIF NH3-N (per lb per day)	$12,170.00	$11,750.00
Wastewater Industrial Discharge Permit Application	$100.00	$100.00
Miscellaneous		
Public EV Charging Fee	$.17/kWh + $5.00 hourly idle fee	N/A
Transit and Parking		
Service	**2026 Fee**	**2025 Fee**
Zips Tickets:		
Singe Ride Fare	$3.00	$3.00
5 Ride Ticket	$15.00	$15.00
10 Ride Ticket	$30.00	$30.00
Bus Passes:		

Single Ride:		
Adult	$2.00	$2.00
Youth	$1.00	$1.00
Reduced Fares	$1.00	$1.00
5 and Under	Free	Free
10 Ride Ticket:		
Adult	$16.00	$16.00
Youth	$8.00	$8.00
Reduced Fares	$8.00	$8.00
20 Ride Ticket (Adult)	$26.00	$26.00
Students:		
90 Day	$60.00	$60.00
120 Day	$80.00	$80.00
150 Day	$100.00	$100.00
Other Fares:		
31 Day Unlimited	$42.00	$42.00
Annual Unlimited	$480.00	$480.00
Annual/10% Employee Program	$432.00	$432.00
Transfers	Free - One per trip	Free - One per trip
Veteran's Fares	Free for disabled veterans	Free for disabled veterans
Parking:		
Center Street Ramp - Daytime Random (monthly)	$182.00	$182.00
Center Street Ramp - 24/7 Random (monthly)	$192.00	$192.00
Center Street Ramp - 24/7 Assigned Commercial (monthly)	$224.00	$224.00
First Street Ramp - Daytime Random (monthly)	$154.00	$154.00
First Street Ramp - 24/7 Random (monthly)	$168.00	$168.00
First Street Ramp - 24/7 Assigned Commercial (monthly)	$224.00	$224.00
Second Street Ramp - Daytime Random (monthly)	$154.00	$154.00
Second Street Ramp - 24/7 Random (monthly)	$168.00	$168.00
Second Street Ramp - 24/7 Assigned (monthly)	$173.00	$173.00
Second Street Ramp - 24/7 Assigned Commercial (monthly)	$224.00	$224.00
Third Street Ramp - Daytime Random (monthly)	$154.00	$154.00
Third Street Ramp - 24/7 Random (monthly)	$168.00	$168.00
Third Street Ramp - 24/7 Assigned Commercial (monthly)	$224.00	$224.00
Third Street Ramp - Bicycle Locker (annual)	$85.00	$85.00
Civic Center Ramp - Rooftop (monthly)	$145.00	$145.00
Civic Center Ramp - Flex (monthly)	$140.00	$140.00
Civic Center Ramp - 24/7 Assigned Commercial (monthly)	$224.00	$224.00
Ramp 6 - Daytime Random (monthly)	$154.00	$154.00
Ramp 6 - 24/7 Random (monthly)	$168.00	$168.00
Ramp 6 - Bicycle Locker (annual)	$85.00	$85.00
Armory Lot (hourly)	$1.00	$1.00
Civic Center North Lot - Oversize Vehicle (daily)	$12.00	$12.00
Civic Center North Lot (hourly)	$0.50	$0.50
Civic Center South Lot (monthly)	$80.00	$80.00
Civic Center South Lot (hourly)	$0.50	$0.50
Government Center Main Lot (hourly)	$1.00	$1.00
Government Center South Lot (hourly)	$0.50	$0.50
Power Plant Lot (monthly)	$72.00	$72.00
Power Plant Lot - Oversize Vehicle (daily)	$12.00	$12.00
Zumbro Market Lot (monthly)	$152.00	$152.00
Zumbro Market Lot (hourly, 2-hour max)	$2.50	$2.50
~~Alley - Henderson (monthly)~~	~~$35.00~~	~~$35.00~~
~~Alley - Murakami (monthly)~~	~~$70.00~~	~~$70.00~~
Parking Access Card Fee	$20.00	$20.00
Parking Ramp Broken Gate Fee	$125.00	$125.00
Weekend Meter Bag Administrative Fee - per meter	$3.00	$3.00
Time Limited Meter Bag Fee - per space per day	$13.00	$13.00
No Time Limit Meter Bag Fee - per space per day	$3.00	$3.00
3 Hour Parking Meter - per hour	$2.00	$2.00
No Time Limit Parking Meter - per hour	$0.50	$0.50
Residential or Business Parking Permit (annual)	$33.00	$33.00
Temporary Permit	$10.00	$10.00
Developer Parking Agreement Fee (monthly)	$266.00	N/A
Parking Ramps - Transient:		
1 hour or less	$0.00	$0.00
1 - 1.5 hours	$2.00	$2.00
1.5 - 2 hours	$3.00	$3.00
2 - 2.5 hours	$4.00	$4.00
2.5 - 3 hours	$5.00	$5.00
3 - 3.5 hours	$6.00	$6.00
3.5 - 4 hours	$7.00	$7.00

4 - 4.5 hours	$8.00	$8.00
4.5 - 5 hours	$10.00	$10.00
5 - 5.5 hours	$12.00	$12.00
5.5 - 6 hours	$14.00	$14.00
6 - 12 hours	$16.00	$16.00
12+ hours	$18.00	$18.00
Hotel Overnight	$10.00	$10.00
Convention Overnight	$8.00	$8.00
Superconvention Overnight	$4.00	$4.00
Jehovah's Witness Conventions (daily)	$2.66	$2.54
Parking Tickets:		
1st Late Fee	$5.00	$5.00
2nd Late Fee	$5.00	$5.00
Final Late Fee	$15.00	$15.00
Parking Ticket - Expired Meter	$28.00	$28.00
Parking Ticket - On-Street Violation	$35.00	$35.00
Parking Ticket - Fire Hydrants	$41.00	$41.00
Parking Ticket - Expired Registration	$53.00	$53.00
Parking Ticket - Snow Emergency	$112.00	$112.00
Parking Ticket - Accessible Parking	$197.00	$197.00
Community Development Building Division		
Service	**2026 Fee**	**2025 Fee**
Construction Related Fees		
Building Permit Fees		
Total Valuation: $1.00 to $500.00	$25.00	$25.00
Total Valuation: $501.00 to $2,000.00		
First $500	$25.00	$25.00
Per each additional $100	$2.00	$2.00
Total Valuation: $2,001.00 to $25,000.00		
First $2,000	$55.00	$55.00
Per each additional $1,000	$9.00	$9.00
Total Valuation: $25,001.00 to $50,000.00		
First $25,000	$262.00	$262.00
Per each additional $1,000	$6.50	$6.50
Total Valuation: $50,001.00 to $100,000.00		
First $50,000	$424.50	$424.50
Per each additional $1,000	$4.50	$4.50
Total Valuation: $100,001.00 to $500,000.00		
First $100,000	$649.50	$649.50
Per each additional $1,000	$3.50	$3.50
Total Valuation: $500,001.00 to $1,000,000.00		
First $500,000	$2,049.50	$2,049.50
Per each additional $1,000	$3.00	$3.00
Total Valuation: $1,000,001.00 and up		
First $1,000,000	$3,549.50	$3,549.50
Per each additional $1,000	$2.00	$2.00
Building Plan Review Fees (percent of building permit fee)		
For structures permitted under the International Residential Code (IRC)	65%	65%
For all other structures	65%	65%
Building Plan Review Fees - Master Plan (percent of building permit fee)		
For similar plans based on an approved master plan	25%	25%
For all other structures	25%	25%
Residential Building Re-Roofing-No Plan Review Fee	$100.00	N/A
Residential Building Re-Siding	$100.00	N/A
Administrative Fee	$90.00	N/A
Windows and Doors Replacement		
1 to 3 units (Windows/Doors)	$130.00	N/A
4 to 10 units (Windows/Doors)	$175.00	N/A
11+ units (Windows/Doors)	$220.00	N/A
Trade Permits		
Application Fee	$25.00	$25.00
Administrative Fee	$90.00	N/A
Permit Fee		
Valuation of work: $1.00 to $500.00	$0.00	$0.00

Valuation of work: $501.00 to $1,000	$10.00	$10.00
Valuation of work: $1,001 and up (per each additional $1,000)	$10.00	$10.00
Appliance Permits		
Water Heater (Atmospheric minimum valuation $1200)	$45.60	$45.60
Water Heater (Power Vent minimum valuation $1600)	$45.80	$45.80
Water Heater (Electric minimum valuation $1600)	$45.80	$45.80
Air Conditioner Only (minimum valuation $2500)	$56.25	$56.25
Furnace Only (minimum valuation $5000)	$77.50	$77.50
Furnace & Air Conditioner (minimum valuation $7000)	$98.50	$98.50
General Permit Fee (Trade, Building, & Appliance)		
Inspections outside normal business hours (per hour, min 2 hour)	$75.00	$75.00
Re-Inspections (per hour, min 1 hour)	$75.00	$75.00
Inspections for which no fee is specifically indicated (per hour, min 1 hour)	$75.00	$75.00
Additional Plan Review (per hour, min 1 hour)	$75.00	$75.00
Working Without a Permit Fee - 1st	$100.00	$100.00
Working Without a Permit Fee - 2nd	$150.00	$150.00
Working Without a Permit Fee - 3rd	$200.00	$200.00
Residential Footing/Foundation Permit	$100.00	$100.00
Rental Property Related Fees		
Rental Property Registration Certificate Fees (each building)	$66.00	$64.00
Rental Property Registration Certificate Fees (per unit)	$20.00	$19.00
Rental Certificate Transfer Fee	$20.00	$20.00
Registration Certificate Late Fees (up to 30 days past due)	$30.00	An additional 10% of the renewal fee due, up to a maximum of $30 for one to 30 days past due.
Registration Certificate Late Fees (31-60 days past due)	$50.00	An additional 25% of the renewal fee due, up to a maximum of $50 after 30 days past due.
Registration Certificate Late Fees (beyond 60 days past due)	$50.00	An additional 25% of the renewal fee due, up to a maximum of $50 after 30 days past due.
Missed Appointment Fee	$75.00	$75.00
Re-Inspection Fee	Properties with 1-4 units re-inspected – $75 Properties with 5-12 units re-inspected – $100 Properties with 12+ units re-inspected– $125	Properties with 1-4 units re-inspected – $75 Properties with 5-12 units re-inspected – $100 Properties with 12+ units re-inspected– $125
Administrative Fine Fee	$90.00	$90.00
Re-instatement Fee (First Unit)	$100.00	$100.00
Re-instatement Fee (Each Additional Unit)	$20.00	$20.00
Renting without a certificate	For new use customers that have no other rental units 1. First occurrence written warning 2. Second occurrence- $250.00 fee 3. Third occurrence- $500.00 fee 4. Fourth occurrence- City attorney and up to 1000.00 fine as RCO states For existing customers that do have existing rentals 1. First occurrence- $250.00 fee 2. Second occurrence- $500.00 fee 3. Third occurrence- City attorney and up to 1000.00 fine as RCO states	For new use customers that have no other rental units 1. First occurrence written warning 2. Second occurrence- $250.00 fee 3. Third occurrence- $500.00 fee 4. Fourth occurrence- City attorney and up to 1000.00 fine as RCO states For existing customers that do have existing rentals 1. First occurrence- $250.00 fee 2. Second occurrence- $500.00 fee 3. Third occurrence- City attorney and up to 1000.00 fine as RCO states
Late compliance fee	$100-$500	$100-$500
Certified Mail Fee	$50.00	$50.00
Housing Code Violation Fee		
Vacant building registration	$100-$500	$100-$500
Grading Plan Review Fee		
49 cubic yards or less	$0.00	$0.00
50 to 100 cubic yards	$25.00	$25.00
101 to 1,000 cubic yards	$40.00	$40.00
1,001 to 10,000 cubic yards	$50.00	$50.00
10,001 to 100,000 cubic yards		
First 10,000 cubic yards plus	$50.00	$50.00
Per each additional 1 -10,000 cubic yards	$25.00	$25.00
100,001 to 200,000 cubic yards		
First 100,000 cubic yards plus	$275.00	$275.00
Per each additional 1-10,000 cubic yards	$15.00	$15.00
200,001 cubic yards or more		
First 200,000 cubic yards plus	$410.00	$410.00

Per each additional 1-10,000 cubic yards	$10.00	$10.00
~~Zoning Permit Fee~~	~~$0.00~~	~~$240.00~~
Grading Permit Fee		
49 cubic yards or less	$0.00	$0.00
50 to 100 cubic yards	$40.00	$40.00
101 to 1,000 cubic yards		
First 100 cubic yards plus	$40.00	$40.00
Per each additional 1-100 cubic yards	$18.00	$18.00
1,001 to 10,000 cubic yards		
First 1,000 cubic yards plus	$202.00	$202.00
Per each additional 1-1,000 cubic yards	$15.00	$15.00
10,001 to 100,000 cubic yards		
First 10,000 cubic yards plus	$337.00	$337.00
Per each additional 1-10,000 cubic yards	$70.00	$70.00
100,001 cubic yards or more		
First 100,000 cubic yards plus	$967.00	$967.00
Per each additional 1-10,000 cubic yards	$40.00	$40.00
Community Development Planning and Zoning Division		
Service	**2026 Fee**	**2025 Fee**
Zoning Certificate Fees		
A. Residential Uses (Values of improvement building, grading, etc., according to the following schedule)		
$1 to $500 (per permit)	$31.50	$31.50
$501 to $2,000		
First $500	$31.50	$31.50
Per each additional $100	$1.89	$1.89
$2001 to $25,000		
First $2000	$59.85	$59.85
Per each additional $1,000	$3.57	$3.57
$25,001 to $50,000		
First $25,000	$141.96	$141.96
Per each additional $1,000	$2.52	$2.52
$50,001 to $100,000		
First $2000	$204.96	$204.96
Per each additional $1,000	$0.84	$0.84
$100,001 and up		
First $100,000	$246.96	$246.96
Per each additional $1,000	$0.25	$0.25
B. Multiple Family and Non-Residential Uses: (Values of improvement building, grading, etc., according to the following schedule)		
$1 to $500 (per permit)	$31.50	$31.50
$501 to $2,000		
First $500	$31.50	$31.50
Per each additional $100	$2.42	$2.42
$2001 to $25,000		
First $2000	$67.73	$67.73
Per each additional $1,000	$5.04	$5.04
$25,001 to $50,000		
First $25,000	$183.65	$183.65
Per each additional $1,000	$2.21	$2.21
$50,001 to $100,000		
First $2000	$238.77	$238.77
Per each additional $1,000	$1.47	$1.47
$100,001 and up		
First $100,000	$312.27	$312.27
Per each additional $1,000	$0.25	$0.25
C. Double Fee:	When the building construction or remodeling has occurred prior to issuing of the zoning certificate, a double fee maybe imposed.	When the building construction or remodeling has occurred prior to issuing of the zoning certificate, a double fee maybe imposed.
Wetland Fees		
Exemption Determination	$300.00	$300.00
No-Loss Determination	$260.00	$260.00
Delineation Review		
1 acre or less	$410.00	$410.00
1-10 acres	$900.00	$900.00
11+ acres	$1,290.00	$1,290.00
Replacement Plan		
1 acre or less	$780.00	$780.00
1-10 acres	$1,670.00	$1,670.00
11+ acres	$2,470.00	$2,470.00
Sequencing Plan	$760.00	$760.00
Appeal	$460.00	$460.00

Banking Plan		
1 acre or less	$780.00	$780.00
1-10 acres	$1,670.00	$1,670.00
11+ acres	$2,470.00	$2,470.00
Annual Monitoring Report	$132.00	$132.00
Other Permits (fee based on per application where applicable)		
Staff authorized Zoning Certificate	$35.00	$35.00
Sign Permit	Use non-res Z Cert	Use non-res Z Cert
Billboard (new & sign credit)	$255.00	$255.00
Grading Permit (Zoning Certificate)	$255.00	$255.00
Rental Housing Certificate	$45.00	$45.00
Zoning Compliance Letter	$140 Single Family, $210 Other	$140 Single Family, $210 Other
Environmental Worksheet	$2,235.00	$2,235.00
Environmental Impact Statement	To be determined on contract basis	To be determined on contract basis
Demolition Permit	Use non-res Z Cert	Use non-res Z Cert
Temporary Permit	$120.00	$120.00
Certificate of Appropriateness - Minor Alterations	No Fee	No Fee
Certificate of Appropriateness - Major Alterations	No Fee	No Fee
Designation or Removal of Landmark Property or Landmark District	No Fee	No Fee
Development Application Fees (fee based on per application where applicable)		
Incentive Development	$2,325.00	$2,320.00
General Development Plan	$1,205.00	$1,200.00
Site Development Plan	$655.00	$650.00
Site Development Plan Amendment	$405.00	$400.00
Lot Line Readjustment	$740.00	$735.00
Minor Modification	$225.00	$220.00
Floodplain Development Permit	$655.00	$650.00
Minor Land Subdivision Permit	$1,515 per application, $35 per lot	$1,510 per application, $30 per lot
Conditional Use Permit Approved by Planning Commission	$1,495.00	$1,490.00
Shoreland Protection Permit	$1,495.00	$1,490.00
Variance	Residential Use: $760 Non Residential/Multi Family Use: $1,515	Residential Use: $755 Non Residential/Multi Family Use: $1,510
Major Land Subdivision Permit	$2,115 per application, $35 per lot	$2,110 per application, $30 per lot
Final Plat	$1,515 per application, $35 per lot	$1,510 per application, $30 per lot
Rezoning (Official Zoning Map Amendement)	$2,325.00	$2,320.00
Major Modification	$1,495.00	$1,490.00
Annexation of Land	$1,515.00	$1,510.00
Vacation	Utility $760 per application, ROW $1,535 per application	Utility $755 per application, ROW $1,530 per application
UDC Text Amendment	$1,205.00	$1,200.00
Interim Use Permit	$2,325.00	$2,320.00
Home Occupation	$280.00	$275.00
CUP & GDP Amendment (Staff level)	$845.00	$840.00
Appeal	$385.00	$380.00
Comprehensive Plan Adoption or Amendment (LUPA)	$2,335.00	$2,330.00
Growth Management Map Amendment	$2,335.00	$2,330.00
Official Map Adoption	No Fee	No Fee
Distinctive Development	$2,325.00	$2,320.00
Conditional Use Permit Approved by City Council	$2,325.00	$2,320.00
Public Notice (per notification)	$125.00	$120.00
Tax Increment Financing Application Fee (TIF)	$8,000.00	$5,000.00
Fire		
Service	**2026 Fee**	**2025 Fee**
Permit Application Fee	$75.00	$75.00
Fire Code Specified Operational Permit	$75.00	$75.00
Fire Protection System Construction/Modification Permit	3.0% of the system cost with a minimum of $75.00	3.0% of the system cost with a minimum of $75.00
Work without a Permit Special Inspection	An inspection fee for work without a fire department construction permit shall be assessed in the amount equal to the normal fire department construction fee.	An inspection fee for work without a fire department construction permit shall be assessed in the amount equal to the normal fire department construction fee.
Violation Notice Re-Inspection	$150.00	$150.00
Fire Protection Equipment Maintenance Administrative Fee	$15.00	$15.00
Authorized Burning	$300.00	$300.00
Police		
Service	**2026 Fee**	**2025 Fee**

Pawn Shop Transaction Fees (per transaction)	$1.50	$1.50
Animal Control Adoption Fees	$50.00	$50.00
Animal Control Impound Fees	$55.00	$55.00
Animal Control Boarding Fee (per day)	$35.00	$35.00
Animal Control Other Fees		
Owner Release with current shots	$35.00	$35.00
Owner Release without current shots or Owner release unaltered	$75.00	$75.00
Animal Control Fees for Townships		
Dangerous Dog Callout (per hour, 2 hr. minimum)	$50.00	$50.00
Vehicle Usage Fee	$25.00	$25.00
Impound Fee	$55.00	$55.00
Daily Boarding Fee	$35.00	$35.00
Owner Release Fee	$75.00	$75.00
Copies or Transmission of Electronic Records		
State Accident Reports	$0.00	$0.00
Public Reports (less than 4 pages)	$0.00	$0.00
Public Reports (4-100, per pages, per page	$0.25	$0.25
Public Reports (over 100 pages)	$30/hr. (min of 1/4 hr. increment) = research/compilation + cost of media + cost of mailing	$30/hr. (min of 1/4 hr. increment) = research/compilation + cost of media + cost of mailing
Digital photos-email or CD (per case)	$10.00	$10.00
Digital audio-email or CD (per case)	$10.00	$10.00
Digital video-email or CD (per case)	$10.00	N/A
Body Cam (per case)	$30.00	$30.00
911 Transcript	$30/hr. (min of 1/4 hr. increment) = transcription + cost of media (if any) + cost of mailing	$30/hr. (min of 1/4 hr. increment) = transcription + cost of media (if any) + cost of mailing
Background Checks (per name checked)	$7.50	$7.50
Calls for Service Summaries (per six months)	$7.50	$7.50
Parks and Recreation (Adopted by Park Board and Incorporated for Reference)		
Service	**2026 Fee**	**2025 Fee**
Golf Division		
Season Pass Fees (tax NOT included)		
Adult Regular Season	$1,255	$1,218
Senior Regular Season	$1,097	$1,065
Adult Couple Regular Season	$1,728	$1,678
Family Regular Season (all members of same family in same household, juniors age 18 and under)	$1,886	$1,831
Senior Couple Regular Season (no grandchildren)	$1,618	$1,570
Futures Regular Season (ages 19 to 25)	$552	$536
Young Adult Regular Season (ages 26 to 30)	$852	$827
Young Adult Couple Regular Season (both must be under age 30)	$1,184	$1,149
Junior Regular Season (to age 18, all 4 golf courses)	$284	$276
Patron Card Regular Season (25% off green fees)	$118	$118
Hadley Creek Adult Regular Season	$623	$605
Hadley Creek Family Regular Season	$1,097	$1,065
Private Golf Car Fee Regular Season	$493	$493
Hadley Creek Private Golf Car Fee Regular Season	$235	$235
Daily Fees (tax included)		
9 Hole Green Fee	$24	$23
9 Hole Senior Green Fee	$21	$20
9 Hole Patron Green Fee	$18	$17
9 Hole Junior Green Fee (to age 18)	$12	$12
9 Hole Senior Patron Green Fee	$16	$15
18 Hole Green Fee	$40	$38
18 Hole Senior Green Fee	$35	$34
18 Hole Patron Green Fee	$30	$29
18 Hole Junior Green Fee (to age 18)	$25	$24
18 Hole Senior Patron Green Fee	$26	$25
2nd 9 Hole Green Fee	$16	$16
2nd 9 Hole Senior Green Fee	$14	$13
2nd 9 Hole Patron Green Fee	$12	$12
2nd 9 Hole Senior Patron Green Fee	$10	$10
Daily Special Combo (Green Fee+Cart for 2 people)	$72	$72
Cross Country Fee	$1,200	$1,092
Cart Fees (tax included)		
18 Hole Any Day (Per rider)	$17	$17
9 Hole Any Day (Per rider)	$11	$11
18 Hole Senior Any Day (Per rider)	$14	$14

9 Hole Senior Any Day (Per rider)	$11	$11
Hadley Creek Golf Learning Center		
Daily Fees (tax included)		
Bucket of Balls - Small	$6.00	$5.00
Medium	$9.00	$8.00
9 Hole Green Fee	$16.08	$15.61
9 Hole Patron Green Fee	$9.90	$9.61
9 Hole Junior Green Fee	$9.90	$9.61
First Tee Player	$7.00	$6.00
2nd 9 Hole Green Fee	$11.13	$10.81
2nd 9 Hole Patron Green Fee	$8.35	$8.11
9 Cart	$17.00	$17.00
Pull Cart	$4.00	$4.00
Rental Clubs	$5.00	$5.00
Other (All Facilities)		
Golf Lessons (tax included)	$25.00-$200.00	$25.00-$200.00
Forestry Division		
Commercial Tree License	$80.00	$80.00
Park Disturbance Permit	$50.00	$50.00
Boulevard Tree Planting Fee (per tree)	$50.00	$50.00
Garden Plots	$35.00	$35.00
Canopy Loss Fee (per diameter inch)	$320.00	$280.00
Park Division		
Picnic Shelter Reservations (tax NOT included)		
Level Premier - Cascade Lakeside (Friday-Sunday)	$1,000.00	$1,000.00
Cascade Lakeside (Monday-Thursday)	$500.00	$500.00
Level I - Bear Creek Park (300 persons)	$350.00	$350.00
Essex Park (300 persons)	$350.00	$350.00
West Silver Lake (100 persons)	$350.00	$350.00
Cascade Amphitheater (300 persons) *Higher attendance is an event that is calculated separately	$350.00	$350.00
Silver Lake Three Links (100 persons, per 4 hours)	$250.00	$250.00
Level II - Cook, Slatterly, East Silver Lake, Soldiers Field, Quarry Hill Parks (125 persons)	$250.00	$250.00
Level III - Central, Eastwood, Foster-Arend, Kutzky, Rev. Dr. Martin Luther King, Jr., Watson, Cascade Pavillion Parks (50 Persons)	$150.00	$150.00
Silver Lake Station Main Floor Rental (per hour)	$25.00	$25.00
~~Monthly Rental to Rochester Rowing Club~~	~~$400.00~~	~~$400.00~~
Open Space Field Reservation (per 2.5 hours, approx. 200 x 300)	$40.00	$40.00
Administrative Fee	$30.00	$30.00
Park Disturbance Fee	$50.00	$50.00
Key Deposit	$50.00	$50.00
Field Reservations (tax NOT included)	*Youth teams paying the field maintenance fee will not be charged a rental fee except on select fields.	*Youth teams paying the field maintenance fee will not be charged a rental fee except on select fields.
Player Maintenance Fee - Youth (per player)	$16.00	$14.00
Mayo Field - Adults (per game)	$175.00	$150.00
Mayo Field - Youth (per game)	$100.00	$75.00
Hudson Field - Adults (per game)	$150.00	$130.00
Hudson Field - Youth (per game)	$75.00	$65.00
McQuillan - Adults (per game, per field)	$50.00	$45.00
McQuillan - Youth (per game*)	$25.00	$25.00
McQuillan Complex (per day, all fields)	$750.00	$500.00
Church League (per game)	$40.00	$30.00
Soldiers Field - Adults (per game)	$50.00	$30.00
Soldiers Field - Youth (per game*)	$25.00	$30.00
Youth Fastpitch Complex (per day, 5 fields for tournaments)	$750.00	$500.00
RBC Baseball Fields #1-#4 - Adults (per game)	$150.00	$130.00
RBC Baseball Fields #1-#4 - Youth (per game*)	$75.00	$65.00
RBC Baseball Fields #5 & #6 - Adults (per game)	$75.00	$50.00
RBC Baseball Fields #5 & #6 - Youth (per game*)	$40.00	$25.00
Watson Fields (per game)	$50.00	$30.00
Watson Complex (per day, 4 fields for tournaments)	$500.00	$500.00
General Ball Diamonds & Sports Fields (per game)	$40.00	$30.00
Field Prep - Drag Field	$75.00	$70.00
Field Prep - Line Field (Fees include field dragging Monday-Friday)	$45.00	$45.00
Field Prep - Move Bases (Fees include field dragging Monday-Friday)	$75.00	$60.00

Field Prep - Clean Grandstand & Restrooms at Mayo Field (Fees include field dragging Monday-Friday)	$600.00	$500.00
Sand Volleyball (per game, per court)	$40.00	$30.00
Court Prep - Drag Field	$35.00	$35.00
Soldiers Field Soccer/Football - Adults (per game, 2 hour events)	$75.00	$60.00
Soldiers Field Soccer/Football - Youth (per game*)	$40.00	$30.00
Fuad Mansour Soccer - Adults (per game)	$75.00	$60.00
Watson Soccer (per game)	$75.00	$60.00
Withers Soccer (per game)	$75.00	$60.00
Silver Lake Soccer (per game, 2 hour events)	$50.00	$40.00
Southern Woods Soccer (per game, lining extra)	$50.00	$40.00
MLK Soccer (per game, lining extra)	$50.00	$40.00
Fuad Mansour Soccer - Schools (per game*)	$40.00	$30.00
Watson Soccer		
Withers Soccer		
Field Prep - Paint Field (Hourly)	$50.00	$150.00
UCR Football Fields - Adult (per game)	$75.00	$60.00
UCR Football Fields - Schools (per game*)	$40.00	$30.00
Field Prep - Paint Field (Hourly)	$50.00	$200.00
Fuad Mansour Soccer Complex (per day, 6 fields)	$750.00	$500.00
Watson Soccer Complex (per day, 6 fields)	$600.00	$500.00
Withers Soccer Complex (per day, 3 fields)	$500.00	$500.00
Park Labor Rates		
Regular Hours Monday - Friday (per hour)	$50.00	$40.00
Overtime (per hour)	$70.00	$60.00
Park Furniture & Miscellaneous (for use in Parks Facilities or City Sponsored Event, tax NOT included)		
Highway Bleacher (per bleacher, per event)	$500.00	$350.00
Speedy Bleacher (per event)	$500.00	$350.00
Portable Bleacher (per bleacher, per event)	$100.00	$100.00
Showmobile (per day, Includes set up, removal & 8 non-OT hours of P&R staff coverage, P&R staff OT coverage is additional at identified rates)	Not Rented	$1,800.00
Diamond Dry (per bag)	$14.00	$14.00
Powdered Marble (per bag)	$10.00	$10.00
Paint (per bag)	$10.00	$10.00
National Volleyball Center		
Court Rental Volleyball Hourly (plus tax)	$31.00	$31.00
Court Rental Volleyball Daily (plus tax)	$270.00	$270.00
Court Rental Basketball Hourly (plus tax)	$54.00	$54.00
Open Volleyball		
Adult Daily Fee	$6.00	$6.00
Student Daily Fee	$6.00	$5.00
Adult Punch Card	$60.00	$60.00
Student Punch Card	$60.00	$50.00
Programs		
NVC Playday	$120.00	$100.00
Officiated	$170.00	$160.00
Unofficiated	$125.00	$120.00
NVC Summer HS League	$300.00	$300.00
Graham Arena Complex		
Open Hockey - Youth	$6.00	$5.00
Open Hockey - Adult	$7.00	$6.00
Ice Rental		
Hockey or Private Skating (plus tax)	$210.00	$205.00
Building Rental - Show Rental		
Arena One	$2,500.00	$2,300.00
Arena Two	$2,300.00	$2,100.00
Arena Three	$2,300.00	$2,100.00
~~Rental of 2 buildings~~	~~10% Discount~~	~~10% Discount~~
~~Rental of 3 buildings~~	~~15% Discount~~	~~15% Discount~~
Recreation Division		
Pools		
Soldiers Field Aquatics		
Adult Daily Fee	$11.00	$10.00
Youth Daily Fee	$9.00	$8.00
Punch Pass/Discount Tickets	$7.50	$7.50
Silver Lake Pool		
Adult Daily Fee	$7.00	N/A
Youth Daily Fee	$5.00	N/A
Punch Pass/Discount Tickets	$3.50	N/A
~~Discount Tickets (each)~~	~~$3.20~~	~~$3.20~~

Swimming Pool Rental (per hour)	$150.00	$120.00
Pipsqueaks Indoor Playground		
Youth Daily Fee	$3.00	$3.00
Party (plus tax, 3-hour block)	$100.00	$90.00
Adult Team Sports Fees		
Summer Softball	$430.00	$430.00
Fall Softball	$210.00	$210.00
Summer Sand Volleyball	$235.00	$235.00
Fall Volleyball	$345.00	$345.00
Winter Volleyball	$345.00	$345.00
Spring Volleyball	$345.00	$345.00
Touch Football	$280.00	$280.00
Basketball	$500.00	$500.00
Broomball	$305.00	$305.00
Kickball	$180.00	$180.00
Dodgeball	$220.00	$220.00
AccessAble Recreation		
Adult Programs Ages 18+ (per day)	$10.00-$20.00	$10.00-$20.00
Youth Programs Ages 3-17 (per day, dependent on staffing needs)	$15.00-$30.00	$15.00-$30.00
Summer Camps (per session, dependent on staffing needs)	$350.00-$800.00	$350.00-$800.00
Recreation Center		
Per Session Fees		
Adult Pool	$7.00	$6.00
Youth Pool	$7.00	$6.00
Adult Gym	$7.00	$6.00
Youth Gym	$7.00	$6.00
Adult Skate	$7.00	$6.00
Youth Skate	$7.00	$6.00
Yearly/6 Month/3 Month Memberships		
Family Yearly	$425.00	$400.00
Family 6 Months	$275.00	$250.00
Family 3 Months	$150.00	$130.00
Adult Yearly	$195.00	$175.00
Adult 6 Months	$115.00	$100.00
Adult 3 Months	$65.00	$55.00
Senior Citizen Yearly	$160.00	$150.00
Senior Citizen 6 Months	$105.00	$95.00
Senior Citizen 3 Months	$60.00	$50.00
Youth Yearly (18 & under)	$140.00	$125.00
Youth 6 Months (18 & under)	$95.00	$75.00
Youth 3 Months (18 & under)	$50.00	$40.00
Pickleball		
1 Month	$30.00	$25.00
Per Session	$7.00	$6.00
Facility Rental		
50 M Pool (per hour, plus tax, includes Lifeguard fee)	$200.00	$180.00
50 M Pool Full Day Meet Rate (Gym included in full day rate)	$2,200.00	$1,900.00
50 M Pool Half Day Meet Rate (Gym extra in half day rate)	$1,500.00	$1,100.00
~~50 M Pool Hourly~~	~~$150.00~~	~~$150.00~~
Teaching/Warm Up Pool (per hour, plus tax)	$125.00	$120.00
Teaching/Warm Up Pool Half Day	$350.00	$300.00
Teaching/Warm Up Pool Full Day	$700.00	$500.00
Pool Lane Charge Short Course (per hour, plus tax)	$9.00	$8.00
Pool Lane Charge Long Course (per hour, plus tax)	$18.00	$16.00
Gymnasium (per hour, plus tax)	$50.00	$50.00
Gymnasium RAPA (per hour, plus tax)	$40.00	$40.00
Gymnasium 125 Live (per hour, plus tax)	$20.00	$20.00
~~Daily Gym Rental~~	~~$150.00~~	~~$150.00~~
RFSC Gym Rental (per hour)	$15.00	$15.00
Ice Standard Fee (per hour, plus tax)	$210.00	$205.00
Grizzlies Practice (per hour)	$125.00	$125.00
Grizzlies Game	$850.00	$850.00
Olmsted County Ice Fee (per hour)	$50.00	$50.00
RFSC Testing (per hour)	$127.50	$125.00
Major Users Discounted Ice		
RFSC (per hour, plus tax)	$190.00	$187.50
Meeting Room Rental		
Birthday Party Room Rental Public Package (per hour, plus tax)	$35.00	$30.00
Birthday Party Room Private Rental (per hour, plus tax)	$25.00	$20.00
Room Rental Outside User (per hour, plus tax)	$40.00	$40.00
Office Rental		
RFSC (per month)	$150.00	$150.00
Grizzlies (per month)	$250.00	$250.00
Rochester Swim Club (per month)	$250.00	$250.00

Locker Room & Storage Rental		
RFSC (per month)	$250.00	$250.00
Grizzlies (per month)	$250.00	$250.00
Skate Rental (per pair)	$3.00	$3.00
Hockey Game Maintenance		
Full Game JV and Varsity	$100.00	$100.00
Half Game JV and Varsity	$50.00	$50.00
Skate Sharpening		
Hockey or Recreational Figure Skating	$7.00	$7.00
New Skates (Never Sharpened)	$15.00	$15.00
Plummer House		
House Rent (plus tax, Friday-Saturday)	$1,000.00	$900.00
House & Grounds Rent (plus tax, Friday-Saturday)	$1,250.00	$1,150.00
House Rent (plus tax, Sunday-Thursday)	$750.00	$650.00
House & Grounds Rent (plus tax, Sunday-Thursday)	$1,000.00	$900.00
Tours (Open House)		
Adult	$15.00	$10.00
Youth	$5.00	$5.00
Tours (Private)	$15.00	$10.00
Cancellation Fee	$100.00	$100.00
Outdoor Tennis Center		
Family Season Membership (plus tax)	$165.00	$165.00
Adult Season Membership (plus tax)	$115.00	$115.00
Senior Citizen Season Membership (plus tax)	$90.00	$90.00
Youth Season Membership (plus tax)	$65.00	$65.00
Daily Court Fees (per person includes tax)	$10.00	$10.00
Library (Adopted by Library Board and Incorporated for Reference)		
Service	**2026 Fee**	**2025 Fee**
Lost/Damaged Items		
Replacement of Item	Varies: Actual Replacement Cost of Item	Varies: Actual Replacement Cost of Item
Copies/Prints		
Color per page	$0.25	$0.25
Black & White per page	$0.10	$0.10
Fax - USA/CANADA (per page)	$1.00	$1.00
Non-Resident Card	$60.00	N/A
Out-of-State Visitor Cards (per week)	$6.00	$6.00
Airport		
Service	**2026 Fee**	**2025 Fee**
Ground Transportation Access Fees (per drop off or pick up)	$3.00	$3.00
Parking Lot		
0-60 minutes	Free	Free
1-2 Hours	$3.00	$2.00
Each additional hour	$1.00	$1.00
Day Max	$12.00	$11.00
Week Max	$72.00	$66.00
Music Department		
Service	**2026 Fee**	**2025 Fee**
Membership Fee (per year)	$0.00	$0.00
Shipping & Handling - order for request of phone order tickets mailed to non-member customers	$2.00	$2.00
Equipment Rental		
Bass Drum	$40.00	$40.00
Bells	$40.00	$40.00
Chimes	$40.00	$40.00
Gong (small)	$40.00	$40.00
Gong (large)	$70.00	$70.00
Timpani	$40.00	$40.00
Xylophone	$40.00	$40.00
Drum kit w/cymbal set	$135.00	$135.00
Roland RD600 Keyboard	$120.00	$120.00
Peavey KB/A300	$60.00	$60.00
Music Stands (set/day)	$75.00	$75.00
Music Stands (per stand/day)	$3.00	$3.00
Sheet Music/Scores		
Minimum	$25.00	$25.00
Rental - Percent of market rate charged by other rental houses for the same music	90%	90%
Rental - Percent of purchase price	50%	50%
Ticket Sales		
Discounts for tickets (per ticket)		

Group Sales Ticket Discounts are based upon number of tickets purchased: 10-24 tickets purchased	10%	10%
Group Sales Ticket Discounts are based upon number of tickets purchased: 25+ tickets purchased	10%	10%
Merchandise Sales - Flat fee to artist of 10% of the gross receipts over $100 from the sale of any such products **sold by City Staff**	10%	10%
Program Fees		
Sound School Outreach		
ISD 535	$0.00	$0.00
~~Non-Public Rochester School - discontinued offering to non-public schools~~	~~$0.00~~	~~$0.00~~
~~Out-of-town School- discountinued offering to out-of-town schools~~	~~$0.00~~	~~$0.00~~
Concession Fees (Fee for Food Truck vendor to operate at a forWARD concert)	$50.00	$50.00
Concession Fees (Fee for Food Truck vendor to operate at the 4th Fest concert)	$150.00	$150.00

City of Rochester

Schedule of Fees and Charges for Licenses, Permits, Services, and Other Charges

City Clerk				
Service	**2026 Fee**	**2025 Fee**	**2026 Fee Change from Prior Year**	**Comments**
Administrative Fines				
Hearing Fines	Variable	Variable	$0.00	
City Issued Violation not separately identified	$60.00	$60.00	$0.00	
Repeat Nuisance Service Calls (after 3)	$60.00	$60.00	$0.00	
5th Nuisance Service Call	$120.00	$120.00	$0.00	
6th Nuisance Service Call	$180.00	$180.00	$0.00	
7th Nuisance Service Call	$240.00	$240.00	$0.00	
Failure to Remove Snow & Ice from Residental Sidewalk	$40.00	$40.00	$0.00	
2nd subsequent Res. Snow violation	$60.00	$60.00	$0.00	
3rd subsequent Res. Snow violation	$120.00	$120.00	$0.00	
Failure to Remove Snow & Ice from Commercial Sidewalk	$60.00	$60.00	$0.00	
2nd subsequent Res. Snow violation	$60.00	$60.00	$0.00	
3rd subsequent Res. Snow violation	$120.00	$120.00	$0.00	
Tall Grass & Weeds Violation	$80.00	$60.00	$20.00	
2nd subsequent violation	$110.00	$90.00	$20.00	
3rd subsequent violation	$140.00	$120.00	$20.00	
Admin Fines Due to State	$60.00	$60.00	$0.00	
Expedited license processing fee	$50.00	$50.00	$0.00	
Administrative Licensing fees	$25.00	$25.00	$0.00	
Animal Licenses				
Breeder's Permit	$50 plus $100 investigation fee for new applications	$50 plus $100 investigation fee for new applications	$0.00	
Chickens (2 year license)	$40.00	$40.00	$0.00	
Duck License (2 year license)	$40.00	$40.00	$0.00	
Pigeon	$25.00	$25.00	$0.00	
Dog-Dangerous	$100.00	$75.00	$25.00	inflationary related increase of cost
Assessments				
Assessment Principal	Variable	Variable	$0.00	
Assessment Interest	Variable	Variable	$0.00	
Alcohol Licenses				
Full Intoxicating Liquor On-Sale				
Clubs				
Less than 200 Members	$300.00	$300.00	$0.00	
201-500 members	$500.00	$500.00	$0.00	
501-1,000 members	$650.00	$650.00	$0.00	
1,001-2,000 members	$800.00	$800.00	$0.00	
2,001-4,000 members	$1,000.00	$1,000.00	$0.00	
4,001-6,000 members	$2,000.00	$2,000.00	$0.00	
More than 6,000 member	$3,000.00	$3,000.00	$0.00	
Hotels	$7,600.00	$7,600.00	$0.00	
Restaurants, including Brewpubs	$5,400.00	$5,400.00	$0.00	
Exclusive On-Sale	$7,900.00	$7,900.00	$0.00	
Exclusive On-Sale/Restaurants with seating less than 30	$3,200.00	$3,200.00	$0.00	
Bowling Centers	$7,600.00	$7,600.00	$0.00	
Theaters	$7,600.00	$7,600.00	$0.00	
Non-Profit Theaters	$4,300.00	$4,300.00	$0.00	
Civic Center	$4,300.00	$4,300.00	$0.00	
Limiting Intoxicating Liquor On-Sale				
Brewer Taprooms	$630.00	$630.00	$0.00	
Cocktail Rooms	$630.00	$630.00	$0.00	
Cooking Schools	$250.00	$250.00	$0.00	
Wine On-Sale				
Restaurants, Theaters	$960.00	$960.00	$0.00	
Non-Profit Theaters	$630.00	$630.00	$0.00	
Collegiate Baseball Teams (half year)	$480.00	$480.00	$0.00	
Add Strong Beer to a Wine License	$540.00	$540.00	$0.00	
3.2 Percent Malt Liquor On-Sale				
Restaurants, Other	$540.00	$540.00	$0.00	
Brewpubs	$540.00	$540.00	$0.00	
Partial Year Sales at McQuillen Park	$270.00	$270.00	$0.00	
Consumption and Display	$300.00	$300.00	$0.00	
On-Sale License Endorsements				
Additional Bar	$1,800.00	$1,800.00	$0.00	
Special Sunday	$200.00	$200.00	$0.00	
2 a.m. Sales	$100.00	$100.00	$0.00	
Limited Entertainment Endorsement	$220.00	$200.00	$20.00	inflationary related increase of cost
General Entertainment Endorsement	$2,200.00	$2,000.00	$200.00	inflationary related increase of cost
Temporary On-Sale				
Temporary Intoxicating Liquor	$120.00	$100.00	$20.00	inflationary related increase of cost
Temporary Non-Intoxicating Malt Liquor	$60.00	$50.00	$10.00	inflationary related increase of cost
One Day Consumption and Display	$60.00	$50.00	$10.00	inflationary related increase of cost
Temporary Liquor Catering Permit	$60.00	$50.00	$10.00	inflationary related increase of cost
Temporary Expansion of Entertainment	$60.00	$50.00	$10.00	inflationary related increase of cost
Temporary Expansion of Premises	$120.00	$100.00	$20.00	inflationary related increase of cost
Off-Sale				
Exclusive Liquor Store/Off-Sale	$1,500.00	$1,500.00	$0.00	
3.2 Percent Malt Liquor/Off-Sale	$150.00	$150.00	$0.00	
Small Brewer Taproom or Brew Pub Off-Sale	$250.00	$250.00	$0.00	
Distillery Off-Sale	$250.00	$250.00	$0.00	
Other Fees				
Tranfer Fee for All License Types	$200.00	$200.00	$0.00	
Permanent Expansion of Premisis	$200.00	$200.00	$0.00	
Investigation Fees				
Additional fee for subsequent years prior to issuance	$110.00	$100.00	$10.00	inflationary related increase of cost
Intoxicating Liquor/Wine - Individual	$330.00	$300.00	$30.00	inflationary related increase of cost
Intoxicating Liquor/Wine - Partnerships	$440.00	$400.00	$40.00	inflationary related increase of cost
Intoxicating Liquor/Wine - Corporations or LLCs	$550.00	$500.00	$50.00	inflationary related increase of cost
Business License				
Escort License-Individual	$330.00	$300.00	$30.00	inflationary related increase of cost
Escort Service	$1,250.00	$1,155.00	$95.00	inflationary related increase of cost
Fireworks Sales (City Clerk Fee only)	$60.00	$60.00	$0.00	
Ice Cream Vending Vehicle	$220.00	$200.00	$20.00	inflationary related increase of cost
Massage Therapist	$112 plus $150 investigation fee	$112 plus $150 investigation fee	$0.00	
Massage Therapy Business	$220 plus $250 investigation fee	$220 plus $250 investigation fee	$0.00	
Mobile Food Units				
Mobile Food Unit License	$250.00	$200.00	$50.00	inflationary related increase of cost

Downtown Anytime Operation Zones (6 am-midnight)/per month	$0.00	$40.00	-$40.00	removed to reflect increased MFU cost and to encourage use
Lunch Operation Zones (9 am-2 pm)/per month	$0.00	$100.00	-$100.00	removed to reflect increased MFU cost and to encourage use
Late Night Operation Zones (9 pm-2:30 am)/per month	$0.00	$50.00	-$50.00	removed to reflect increased MFU cost and to encourage use
Zone 2 (1st Ave SW south of 2nd St SW)/nightly	$0.00	$30.00	-$30.00	removed to reflect increased MFU cost and to encourage use
Temporary Mobile Food Unit Permit (1- 4 days)	$30.00	N/A	New	New License type
Outdoor Dog Permit (One-time application)	$30.00	$25.00	$5.00	inflationary related increase of cost
Pawnbrokers	$750.00	$700.00	$50.00	inflationary related increase of cost
Private Adult Dancer	$3,200.00	$3,000.00	$200.00	inflationary related increase of cost
Sidewalk Cafes/ Street Cafes / Parklets (2 year term)	$300.00	$250.00	$50.00	inflationary related increase of cost
Vending Cart (Food Cart Vending)	$375.00	$350.00	$25.00	inflationary related increase of cost
Contractor Licenses				
Heating Contractors	$125.00	$125.00	$0.00	
Master Installers	$60.00	$60.00	$0.00	
Sewers & Drains	$90.00	$90.00	$0.00	
Sidewalks-Cement	$90.00	$90.00	$0.00	
Sidewalks-Asphalt	$90.00	$90.00	$0.00	
Signs - Erect & Maintain	$90.00	$90.00	$0.00	
Tree Trimmer	$90.00	$90.00	$0.00	
Circus				
Circus Class A minimum per day	$60.00	$60.00	$0.00	
Circus Class A maximum per day	$120.00	$120.00	$0.00	
Circus Class B minimum per day	$30.00	$30.00	$0.00	
Circus Class B maximum per day	$60.00	$60.00	$0.00	
Circus Class C first day	$20.00	$20.00	$0.00	
Circus Class C each succeeding day	$10.00	$10.00	$0.00	
Circus Class D (per day)	$120.00	$120.00	$0.00	
Data Practices Charges				
Copies or Transmission of Electronic Records	Actual Cost	Actual Cost	$0.00	
Copies or Transmission of Paper Records up to 100 pages	$0.25	$0.25	$0.00	
Copies or Transmission of Paper Records over 100 pages	Actual Cost	Actual Cost	$0.00	
Gambling				
Gambling Annual	$500.00	$500.00	$0.00	
Gambling Single	$40.00	$30.00	$10.00	inflationary related increase of cost
License/Permit Renewal Late Fees				
Renewals not submitted at least 30 days before expiration	$0.00	$0.00	$0.00	
Special Event Submissions within 30 Days of event date	$25.00	$25.00	$0.00	
Renewals submitted after expiration but in the current license term	50% of license/permit fee	50% of license/permit fee	$0.00	
Transportation Licenses				
Bus (per vehicle)	$40.00	$40.00	$0.00	
Pedal Car Business Franchise	$0.00	$0.00	$0.00	
Pedal Car Driver's License	$30.00	$30.00	$0.00	
Pedal Car Business License	$60.00	$60.00	$0.00	
Public Transportation License	$200.00	$200.00	$0.00	
Public Transportation Franchise	$0.00	$0.00	$0.00	
Taxicab License (per vehicle)	$40.00	$40.00	$0.00	
Taxicab Drivers	$110.00	$110.00	$0.00	
Taxi Driver Investigation Fee	$100.00	$100.00	$0.00	
Transportation Network Company	$6,000.00	$6,000.00	$0.00	
Other Permits				
Banners - Revocable Permit	$25.00	$25.00	$0.00	
Fireworks Display (City Clerk fee only)	$60.00	$60.00	$0.00	
Golf Carts	$30.00	$30.00	$0.00	
Moving Permits - Garage	$25.00	$25.00	$0.00	
Moving Permits - House	$100.00	$100.00	$0.00	
Peddlers	$75.00	$75.00	$0.00	
Peddlers - Exempt From License	$0.00	$0.00	$0.00	
Peddlers - Rel & Char Organizations	$0.00	$0.00	$0.00	
Revocable Sign (disabled child)	$50.00	$50.00	$0.00	
Special Event / Sound Amplification	$120.00	$100.00	$20.00	inflationary related increase of cost
Per Additional Day (Special Event/ Sound Amplification)	$30.00	$25.00	$5.00	inflationary related increase of cost
Non Regulated Activities	$0.00	$0.00	$0.00	
Miscellaneous				
Election Filing Fees	$50.00	$50.00	$0.00	
Ward Maps	Variable	Variable	$0.00	
Reports, Maps, Code books	Variable	Variable	$0.00	
Photo Copies	$0.25	$0.25	$0.00	
Notary	$5.00	$5.00	$0.00	
Notary Witness Fees	$1.00	$1.00	$0.00	
Domestic partnership	$60.00	$60.00	$0.00	
Public Works				
Service	**2026 Fee**	**2025 Fee**		
Sanitary Sewer and Watermain Connection Charge per foot of frontage	$156.64	$152.52	$4.12	5-year Rolling Average of Engineering News Record Construction Cost Index
Sanitary Sewer Only per foot of frontage	$89.17	$86.83	$2.34	5-year Rolling Average of Engineering News Record Construction Cost Index
Watermain Only per foot of frontage	$79.52	$77.42	$2.10	5-year Rolling Average of Engineering News Record Construction Cost Index
Sewer or Water per Centerline Foot (through undeveloped property)	$114.84	$111.82	$3.02	5-year Rolling Average of Engineering News Record Construction Cost Index
Maximum Sewer and Water Connection Fee - per lot for any developed lot **one-half acre or less** that contains a habitable single family dwelling unit	$19,281.86	$18,774.94	$506.92	5-year Rolling Average of Engineering News Record Construction Cost Index
Sewer and Water Connection Fee - per lot plus per square foot over one-half acre and less than one and one-half acres that contain a habitable single family dwelling unit	Variable ($19,281.86 + $0.44 per sq ft)	Variable ($18,774.94 + $0.43 per sq ft)	$506.92 + $0.01/SF	5-year Rolling Average of Engineering News Record Construction Cost Index
Sewer and Water Connection Fee Cap - for lots **one and one-half acres or larger** for one habitable single family dwelling unit	$38,563.73	$37,549.88	$1,013.85	5-year Rolling Average of Engineering News Record Construction Cost Index
Sewer and Water Connection Fee - The adjusted **minimum connection fee** shall be as follows calculated based on a minimum 80.00 feet frontage	$12,530.95	$12,201.50	$329.45	5-year Rolling Average of Engineering News Record Construction Cost Index
Sewer Taps 4" pipe	$214.19	$208.56	$5.63	5-year Rolling Average of Engineering News Record Construction Cost Index
Sewer Taps 6" pipe	$299.86	$291.98	$7.88	5-year Rolling Average of Engineering News Record Construction Cost Index
Service Line Replacement Charges Water 5/8" - 1"	$1,888.49	$1,838.84	$49.65	5-year Rolling Average of Engineering News Record Construction Cost Index
Service Line Replacement Charges Water 1-1/2" - 3"	$2,362.81	$2,300.69	$62.12	5-year Rolling Average of Engineering News Record Construction Cost Index
Service Line Replacement Charges Water 4" - 6"	$2,775.36	$2,702.40	$72.96	5-year Rolling Average of Engineering News Record Construction Cost Index
Service Line Replacement Charges Water 8"-12"	$3,779.17	$3,679.81	$99.36	5-year Rolling Average of Engineering News Record Construction Cost Index

Service Line Replacement Charges Water > 12"	$4,725.60	$4,601.36	$124.24	5-year Rolling Average of Engineering News Record Construction Cost Index
Service Line Replacement Charges Sewer 4" - 6"	$1,888.49	$1,838.84	$49.65	5-year Rolling Average of Engineering News Record Construction Cost Index
Service Line Replacement Charges Sewer 8"-12"	$2,775.36	$2,702.40	$72.96	5-year Rolling Average of Engineering News Record Construction Cost Index
Service Line Replacement Charges Sewer > 12"	$3,779.17	$3,679.81	$99.36	5-year Rolling Average of Engineering News Record Construction Cost Index
Water Service Availability Fee (per developable acre)	$3,759.27	$3,448.87	$310.40	This will be finalized with RPU board approval and adoption of the entire rate tarrif schedule along with the budget on December 1, 2025
Trunk Sewer Rate charge East Zumbro Phase 1: Silver Creek (per developable acre)	$11,408.96	$11,109.01	$299.95	5-year Rolling Average of Engineering News Record Construction Cost Index
Trunk Sewer Rate charge East Zumbro Phase 1: Bear Creek (per developable acre)	$10,207.46	$9,939.10	$268.36	5-year Rolling Average of Engineering News Record Construction Cost Index
Trunk Sewer Rate charge East Zumbro Phase 1: Willow Creek (per developable acre)	$20,240.59	$19,708.46	$532.13	5-year Rolling Average of Engineering News Record Construction Cost Index
Trunk Sewer Rate charge Hadley Valley (per developable acre)	$8,223.30	$8,007.10	$216.20	5-year Rolling Average of Engineering News Record Construction Cost Index
Trunk Sewer Rate charge Kings Run (per developable acre)	$13,522.98	$13,167.46	$355.52	5-year Rolling Average of Engineering News Record Construction Cost Index
Trunk Sewer Rate charge West Zumbro (per developable acre)	$17,934.71	$17,463.20	$471.51	5-year Rolling Average of Engineering News Record Construction Cost Index
Trunk Sewer Rate charge Northwest Territory (per developable acre)	$28,860.49	$28,101.75	$758.74	5-year Rolling Average of Engineering News Record Construction Cost Index
Trunk Sewer Rate charge South Zumbro (per developable acre)	$44,608.64	$43,435.87	$1,172.77	5-year Rolling Average of Engineering News Record Construction Cost Index
Sanitary Sewer Availability Charge Downstream Capacity Improvements (per developable acre)	$1,416.79	$1,379.55	$37.24	5-year Rolling Average of Engineering News Record Construction Cost Index
Storm Water Management Plan Area Charges (SWMPAC) (per developable acre for Land Use Factor 1.0)	$4,375.94	$4,260.89	$115.05	5-year Rolling Average of Engineering News Record Construction Cost Index
Section 7 SWMPAC (per gross acre for Land Use Factor 1.0)	$2,141.91	$2,085.60	$56.31	5-year Rolling Average of Engineering News Record Construction Cost Index
NW Territories SWMPAC (per gross acre for Land Use Factor 1.0)	$2,967.73	$2,889.71	$78.02	5-year Rolling Average of Engineering News Record Construction Cost Index
Street Reconstuction Fees are all based on per foot of frontage calculations:				
Street Reconstruction Residential Zones	$132.51	$129.03	$3.48	5-year Rolling Average of Engineering News Record Construction Cost Index
Street Reconstruction Commercial/Industrial Zones	$212.01	$206.44	$5.57	5-year Rolling Average of Engineering News Record Construction Cost Index
Street Reconstruction CBD/CDC Zones	$247.35	$240.85	$6.50	5-year Rolling Average of Engineering News Record Construction Cost Index
Rehabilitation Fees per foot of frontage (as an alternative to Reconstruction at Owner's Request)				
Street Reconstruction Residential Zones	$106.01	$103.22	$2.79	5-year Rolling Average of Engineering News Record Construction Cost Index
Street Reconstruction Commercial/Industrial Zones	$172.26	$167.73	$4.53	5-year Rolling Average of Engineering News Record Construction Cost Index
Street Reconstruction CBD/CDC Zones	$198.76	$193.54	$5.22	5-year Rolling Average of Engineering News Record Construction Cost Index
Street Resurfacing per foot of frontage (as an alternative to Reconstruction at Owner's Request)				
Street Reconstruction Residential Zones	$35.34	$34.41	$0.93	5-year Rolling Average of Engineering News Record Construction Cost Index
Street Reconstruction Commercial/Industrial Zones	$53.00	$51.61	$1.39	5-year Rolling Average of Engineering News Record Construction Cost Index
Street Reconstruction CBD/CDC Zones	$53.00	$51.61	$1.39	5-year Rolling Average of Engineering News Record Construction Cost Index
Street / Alley Rehabilitation per foot				
Street Rehabilitation Residential Zones	$70.67	$68.81	$1.86	5-year Rolling Average of Engineering News Record Construction Cost Index
Street Rehabilitation Commercial/Industrial Zones	$114.84	$111.82	$3.02	5-year Rolling Average of Engineering News Record Construction Cost Index
Street Rehabilitation CBD/CDC Zones	$132.51	$129.03	$3.48	5-year Rolling Average of Engineering News Record Construction Cost Index
Alley Reconstruction (per foot of frontage) Residential Zones (Bituminous)	$40.06	$39.01	$1.05	5-year Rolling Average of Engineering News Record Construction Cost Index
Alley Reconstruction (per foot of frontage) Downtown Commercial Zones (Concrete)	$118.71	$115.59	$3.12	5-year Rolling Average of Engineering News Record Construction Cost Index
Street Resurfacing per foot of frontage (as an alternative to Rehabilitation at Owner's Request)				
Street Resurfacing Residential Zones	$35.34	$34.41	$0.93	5-year Rolling Average of Engineering News Record Construction Cost Index
Street Resurfacing Commercial/Industrial Zones	$53.00	$51.61	$1.39	5-year Rolling Average of Engineering News Record Construction Cost Index
Street Resurfacing CBD/CDC Zones	$53.00	$51.61	$1.39	5-year Rolling Average of Engineering News Record Construction Cost Index
Sidewalk/Approach/Pedestrian Ramp				
Sidewalk 4" Concrete (per SF)	$15.66	$15.25	$0.41	5-year Rolling Average of Engineering News Record Construction Cost Index
Sidewalk 5" Concrete (per SF)	$17.29	$16.84	$0.45	5-year Rolling Average of Engineering News Record Construction Cost Index
Sidewalk 6" Concrete (per SF)	$20.55	$20.01	$0.54	5-year Rolling Average of Engineering News Record Construction Cost Index
Sidewalk 7" Concrete (per SF)	$25.43	$24.76	$0.67	5-year Rolling Average of Engineering News Record Construction Cost Index
Approach 3" Bituminous Driveway (per SF)	$10.78	$10.50	$0.28	5-year Rolling Average of Engineering News Record Construction Cost Index
Approach 6" Concrete Driveway (per SF)	$12.23	$11.91	$0.32	5-year Rolling Average of Engineering News Record Construction Cost Index
Approach 7" Concrete Driveway (per SF)	$13.45	$13.10	$0.35	5-year Rolling Average of Engineering News Record Construction Cost Index
Concrete Removal (per SF)	$2.57	$2.50	$0.07	5-year Rolling Average of Engineering News Record Construction Cost Index
Concrete Curb & Gutter Removal of Existing (per lineal foot)	$20.54	$20.00	$0.54	5-year Rolling Average of Engineering News Record Construction Cost Index
Concrete Curb & Gutter B or D Style Concrete Curb (per lineal foot)	$56.96	$55.46	$1.50	5-year Rolling Average of Engineering News Record Construction Cost Index
Concrete Curb & Gutter Blacktop and Backfill Restoration (per lineal foot)	$10.27	$10.00	$0.27	5-year Rolling Average of Engineering News Record Construction Cost Index
Restoration of Concrete Work (backfill with dirt, apply seed) (per SF)	$3.59	$3.50	$0.09	5-year Rolling Average of Engineering News Record Construction Cost Index
Pedestrian Ramps				

Pedestrian Ramp (Standard Intersection Combined Directional)	$4,959.86	$4,829.47	$130.39	5-year Rolling Average of Engineering News Record Construction Cost Index
Pedestrian Ramp (Standard Intersection One-Way Directional	$1,988.16	$1,935.90	$52.26	5-year Rolling Average of Engineering News Record Construction Cost Index
Pedestrian Ramp (Non Traditional Intersection)	Actual Cost	Actual Cost	$0.00	
Pedestrian Ramp Mid Block Connection 5'	$1,988.16	$1,935.90	$52.26	5-year Rolling Average of Engineering News Record Construction Cost Index
Pedestrian Ramp Mid Block Connection Trail	$4,044.89	$3,938.55	$106.34	5-year Rolling Average of Engineering News Record Construction Cost Index
Street Maintenance Division Fees				
Street Opening Repair (per square foot) Bituminous Patching	$250 minimum charge; $11.59 per additional square foot	$250 minimum charge; $11.59 per additional square foot	$0.00	
Street Opening Repair (per square foot) Concrete Street Panel Replacements	$43.06	$41.93	$1.13	5-year Rolling Average of Engineering News Record Construction Cost Index
Mailbox Damage Reimbursement - Materials only and submission of receipt(s) required.	Up to $125.00	Up to $125.00	$0.00	
Seal Coating for New public Streets (sq yd)	$1.86	$1.81	$0.05	Based on annual bid price
Seal Coat Damage Repair (SY)	$750 minimum charge; $5.28 per additional square yard	$750 minimum charge; $5.14 per additional square yard	$0.14/SY	5-year Rolling Average of Engineering News Record Construction Cost Index
Manhole Coring	$300 mobilization charge plus $75 per each	$300 mobilization charge plus $75 per each	$0.00	
Tandem Dump Truck (FEMA #8722)	$94.94; plus 1 Equipment Operator	$94.94; plus 1 Equipment Operator	$0.00	
Wheel Loader 2 CY (FEMA #8393)	$76.62; plus 1 Equipment Operator	$76.62; plus 1 Equipment Operator	$0.00	
Mini Excavator (FEMA #8280)	$48.97; plus 1 Equipment Operator	$48.97; plus 1 Equipment Operator	$0.00	
Tractor Backhoe (FEMA #8401)	$62.62; plus 1 Equipment Operator	$62.62; plus 1 Equipment Operator	$0.00	
Skid Loader (FEMA #8542)	$78.88; plus 1 Equipment Operator	$78.88; plus 1 Equipment Operator	$0.00	
Sewer Vac/Jet Truck (FEMA #8714-3)	$97.76; plus 2 Sewer Operators	$97.76; plus 2 Sewer Operators	$0.00	
Sewer Jet (JDE Rate)	$40.00; plus 2 Sewer Operators	$40.00; plus 2 Sewer Operators	$0.00	
Street Sweeper (FEMA #8157)	$184.20; plus 1 Equipment Operator	$184.20; plus 1 Equipment Operator	$0.00	
1-ton Pickup (FEMA #8808)	$31.81; plus 1 Equipment Operator	$31.81; plus 1 Equipment Operator	$0.00	
Towmaster Trailer (FEMA #8591)(JDE Rate)	$16.57; plus 1 Equipment Operator	$16.57; plus 1 Equipment Operator	$0.00	
Equipment Operator Hourly Rate	$53.00	$50.96	$2.04	Based on bargaining agreement
Equipment Operator Hourly Rate OT	$72.22	$69.43	$2.79	Based on bargaining agreement
Equipment Operator - Sewer Hourly Rate	$56.05	$53.90	$2.15	Based on bargaining agreement
Equipment Operator - Sewer Hourly Rate OT	$76.37	$73.43	$2.94	Based on bargaining agreement
Public Works Equipment Fees	All equipment fees will be per current year FEMA Schedule of Equipment Rates	All equipment fees will be per current year FEMA Schedule of Equipment Rates	$0.00	
Development Review Fee				
Document Review Fee	$128.40	$125.02	$3.38	5-year Rolling Average of Engineering News Record Construction Cost Index
Development Charge Review Statement	$47.49	$46.24	$1.25	5-year Rolling Average of Engineering News Record Construction Cost Index
Development Charge Review Statement (Express Review)	$71.23	$69.36	$1.87	5-year Rolling Average of Engineering News Record Construction Cost Index
City Owner Contracts Application Fee	$150.00	$150.00	$0.00	
Development Agreements Application Fee	$546.00	$546.00	$0.00	
Supplemental Development Agreements Application Fee	$246.00	$246.00	$0.00	
Revocable Permits Application Fee	$246.00	$246.00	$0.00	
Utility Connection agreements Application Fee	$146.00	$146.00	$0.00	
Contribution agreements Application Fee	$146.00	$146.00	$0.00	
Maintenance Agreements Application Fee	$146.00	$146.00	$0.00	
Noise & Airspace Agreements Application Fee	$146.00	$146.00	$0.00	
Pedestrian Facility Agreements Application Fee	$146.00	$146.00	$0.00	
Assessment agreements Application Fee	$146.00	$146.00	$0.00	
Miscellaneous Agreements Application Fee	$146.00	$146.00	$0.00	
Easements Application Fee	$146.00	$146.00	$0.00	
Deeds Application Fee	$146.00	$146.00	$0.00	
Concrete Sidewalk Permit Fee - Adjustments Only (mud jacking, lifting, horizontal cutting, or grinding	$0.00	$0.00	$0.00	
Concrete Sidewalk Permit Fee - Replacement Only	$100.00	$100.00	$0.00	
Concrete Sidewalk Permit Fee - Replacement Only Re-Inspection	$100.00	$100.00	$0.00	
Concrete Sidewalk, Driveway Approach, Curb & Cutter or Street Panel Patching Permit Fee - New	$100.00	$100.00	$0.00	
Concrete Sidewalk, Driveway Approach, Curb & Cutter or Street Panel Patching Permit Fee - Re-Inspection	$100.00	$100.00	$0.00	
Asphalt Driveway Approach or Street Patching Permit Fee	$25.00	$25.00	$0.00	
Sewer & Water Connection Permit Fee - Per Unit	$100.00	$100.00	$0.00	
Sewer & Water Connection Permit Fee - Re-Inspection	$100.00	$100.00	$0.00	
Tier 1 Obstruction Permit Fee	$25.00	$25.00	$0.00	
Tier 2 Obstruction Permit Fee	$100.00	$100.00	$0.00	
Tier 2 Obstruction Permit Fee for Non-Compliant Sites	$200.00	$200.00	$0.00	
Obstruction Area Charge (per square foot, per day)	$0.0025	$0.0025	$0.00	
Traffic Oversize Vehicle Permit Fee	$25.00	$25.00	$0.00	
Traffic Impact Study Review Fee (per application)	$320.00	$320.00	$0.00	
Street Sign Fees (per square foot)	$93.59	$91.13	$2.46	5-year Rolling Average of Engineering News Record Construction Cost Index
Traffic Delineator Temporary Removal (each)	$10.00	N/A	New	Recover expenses for removing and reinstalling delineators for lane shifts due to temporary right of way obstructions.
Storm Water Utility Fees				
Storm Water Utility Fee (SWUF) Rate (calculation, monthly, per parcel) Equation: [Land Use Factor] x [Total Acres] x [Storm Water Utility Rate] x [CreditFactor] **Credit factor is only applicable if customer applied and qualifies for credit.	Variable (LUF x Total Acres x $22.56 x Credit Factor)	Variable (LUF x Total Acres x $22.56 x Credit Factor)	$0.00	
Storm Water Utility Fee (SWUF) Monthly Customer Charge (per parcel)	$5.00	$5.00	$0.00	
Wastewater Fees				
Wastewater Fee Sewer Charge Fixed Charge (per month)	$19.40	$19.30	$0.10	Approved Resolution 2022-2027 fee table
Wastewater Fee Sewer Charge Quantity Charge (per ccf)	$4.32	$4.29	$0.03	Approved Resolution 2022-2027 fee table
Wastewater Fee High Strength Surcharge Flow (per ccf)	$1.97	$1.96	$0.01	Approved Resolution 2022-2027 fee table
Wastewater Fee High Strength Surcharge BOD (per lb)	$0.56	$0.56	$0.00	Approved Resolution 2022-2027 fee table
Wastewater Fee High Strength Surcharge TSS (per lb)	$0.45	$0.44	$0.01	Approved Resolution 2022-2027 fee table
Wastewater Fee High Strength Surcharge TP (per lb)	$6.19	$6.14	$0.05	Approved Resolution 2022-2027 fee table
Wastewater Fee High Strength Surcharge NH3-N (per lb)	$2.30	$2.28	$0.02	Approved Resolution 2022-2027 fee table
Wastewater Fee Monitoring Charge (per month)	$1,100.00	$1,070.00	$30.00	Approved Resolution 2022-2027 fee table
Wastewater Sampling Charge (per sample)	$200.00	$190.00	$10.00	Approved Resolution 2022-2027 fee table
Wastewater Metals Analysis Charge (per sample)	$310.00	$300.00	$10.00	Approved Resolution 2022-2027 fee table
Wastewater Conventional Pollutants Analysis Charge (per sample)	$160.00	$150.00	$10.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Septage (per 1,000 gal)	$127.00	$126.00	$1.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Portable Toiled Waste (per 1,000 gal)	$127.00	$126.00	$1.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Fats, Oils and Grease (per 1,000 gal)	$40.00	$39.00	$1.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Residential PIF	$4,350.00	$4,200.00	$150.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Multiple Dwelling Unit PIF	$3,050.00	$2,950.00	$100.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Meter Size PIF 5/8" X 3/4" (per fixture unit)	$206.00	$198.00	$8.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Meter Size PIF 5/8" X 3/4" (based on 25 fixture units)	$6,600.00	$6,350.00	$250.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Meter Size PIF 3/4"	$8,550.00	$8,250.00	$300.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Meter Size PIF 1"	$15,100.00	$14,600.00	$500.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Meter Size PIF 1-1/2"	$26,300.00	$25,400.00	$900.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Meter Size PIF 2"	$42,800.00	$41,300.00	$1,500.00	Approved Resolution 2022-2027 fee table

Wastewater Fee Meter Size PIF 3"	$149,400.00	$144,200.00	$5,200.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Industrial Discharge Permit PIF Flow (per ccf per day)	$7,230.00	$6,980.00	$250.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Industrial Discharge Permit PIF BOD (per lb per day)	$2,330.00	$2,250.00	$80.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Industrial Discharge Permit PIF TSS (per lb per day)	$1,100.00	$1,060.00	$40.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Industrial Discharge Permit PIF TP (per lb per day)	$30,710.00	$29,660.00	$1,050.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Industrial Discharge Permit PIF NH3-N (per lb per day)	$12,170.00	$11,750.00	$420.00	Approved Resolution 2022-2027 fee table
Wastewater Industrial Discharge Permit Application	$100.00	$100.00	$0.00	
Miscellaneous				
Public EV Charging Fee	$.17/kWh + $5.00 hourly idle fee	N/A	New	
Transit and Parking				
Service	**2026 Fee**	**2025 Fee**		
Zips Tickets:				
Singe Ride Fare	$3.00	$3.00	$0.00	
5 Ride Ticket	$15.00	$15.00	$0.00	
10 Ride Ticket	$30.00	$30.00	$0.00	
Bus Passes:				
Single Ride:				
Adult	$2.00	$2.00	$0.00	
Youth	$1.00	$1.00	$0.00	
Reduced Fares	$1.00	$1.00	$0.00	
5 and Under	Free	Free	$0.00	
10 Ride Ticket:				
Adult	$16.00	$16.00	$0.00	
Youth	$8.00	$8.00	$0.00	
Reduced Fares	$8.00	$8.00	$0.00	
20 Ride Ticket (Adult)	$26.00	$26.00	$0.00	
Students:				
90 Day	$60.00	$60.00	$0.00	
120 Day	$80.00	$80.00	$0.00	
150 Day	$100.00	$100.00	$0.00	
Other Fares:				
31 Day Unlimited	$42.00	$42.00	$0.00	
Annual Unlimited	$480.00	$480.00	$0.00	
Annual/10% Employee Program	$432.00	$432.00	$0.00	
Transfers	Free - One per trip	Free - One per trip	$0.00	
Veteran's Fares	Free for disabled veterans	Free for disabled veterans	$0.00	
Parking:				
Center Street Ramp - Daytime Random (monthly)	$182.00	$182.00	$0.00	
Center Street Ramp - 24/7 Random (monthly)	$192.00	$192.00	$0.00	
Center Street Ramp - 24/7 Assigned Commercial (monthly)	$224.00	$224.00	$0.00	
First Street Ramp - Daytime Random (monthly)	$154.00	$154.00	$0.00	
First Street Ramp - 24/7 Random (monthly)	$168.00	$168.00	$0.00	
First Street Ramp - 24/7 Assigned Commercial (monthly)	$224.00	$224.00	$0.00	
Second Street Ramp - Daytime Random (monthly)	$154.00	$154.00	$0.00	
Second Street Ramp - 24/7 Random (monthly)	$168.00	$168.00	$0.00	
Second Street Ramp - 24/7 Assigned (monthly)	$173.00	$173.00	$0.00	
Second Street Ramp - 24/7 Assigned Commercial (monthly)	$224.00	$224.00	$0.00	
Third Street Ramp - Daytime Random (monthly)	$154.00	$154.00	$0.00	
Third Street Ramp - 24/7 Random (monthly)	$168.00	$168.00	$0.00	
Third Street Ramp - 24/7 Assigned Commercial (monthly)	$224.00	$224.00	$0.00	
Third Street Ramp - Bicycle Locker (annual)	$85.00	$85.00	$0.00	
Civic Center Ramp - Rooftop (monthly)	$145.00	$145.00	$0.00	
Civic Center Ramp - Flex (monthly)	$140.00	$140.00	$0.00	
Civic Center Ramp - 24/7 Assigned Commercial (monthly)	$224.00	$224.00	$0.00	
Ramp 6 - Daytime Random (monthly)	$154.00	$154.00	$0.00	
Ramp 6 - 24/7 Random (monthly)	$168.00	$168.00	$0.00	
Ramp 6 - Bicycle Locker (annual)	$85.00	$85.00	$0.00	
Armory Lot (hourly)	$1.00	$1.00	$0.00	
Civic Center North Lot - Oversize Vehicle (daily)	$12.00	$12.00	$0.00	
Civic Center North Lot (hourly)	$0.50	$0.50	$0.00	
Civic Center South Lot (monthly)	$80.00	$80.00	$0.00	
Civic Center South Lot (hourly)	$0.50	$0.50	$0.00	
Government Center Main Lot (hourly)	$1.00	$1.00	$0.00	
Government Center South Lot (hourly)	$0.50	$0.50	$0.00	
Power Plant Lot (monthly)	$72.00	$72.00	$0.00	
Power Plant Lot - Oversize Vehicle (daily)	$12.00	$12.00	$0.00	
Zumbro Market Lot (monthly)	$152.00	$152.00	$0.00	
Zumbro Market Lot (hourly, 2-hour max)	$2.50	$2.50	$0.00	
~~Alley - Henderson (monthly)~~	~~$35.00~~	~~$35.00~~	Delete	Rate is covered in a separate parking agreement. This agreement is no longer in place.
~~Alley - Murakami (monthly)~~	~~$70.00~~	~~$70.00~~	Delete	Rate is covered in a separate parking agreement. It does not need to be in the fee schedule.
Parking Access Card Fee	$20.00	$20.00	$0.00	
Parking Ramp Broken Gate Fee	$125.00	$125.00	$0.00	
Weekend Meter Bag Administrative Fee - per meter	$3.00	$3.00	$0.00	
Time Limited Meter Bag Fee - per space per day	$13.00	$13.00	$0.00	
No Time Limit Meter Bag Fee - per space per day	$3.00	$3.00	$0.00	
3 Hour Parking Meter - per hour	$2.00	$2.00	$0.00	
No Time Limit Parking Meter - per hour	$0.50	$0.50	$0.00	
Residential or Business Parking Permit (annual)	$33.00	$33.00	$0.00	
Temporary Permit	$10.00	$10.00	$0.00	
Developer Parking Agreement Fee (monthly)	$266.00	N/A	New	
Parking Ramps - Transient:				
1 hour or less	$0.00	$0.00	$0.00	
1 - 1.5 hours	$2.00	$2.00	$0.00	
1.5 - 2 hours	$3.00	$3.00	$0.00	
2 - 2.5 hours	$4.00	$4.00	$0.00	
2.5 - 3 hours	$5.00	$5.00	$0.00	
3 - 3.5 hours	$6.00	$6.00	$0.00	
3.5 - 4 hours	$7.00	$7.00	$0.00	
4 - 4.5 hours	$8.00	$8.00	$0.00	
4.5 - 5 hours	$10.00	$10.00	$0.00	
5 - 5.5 hours	$12.00	$12.00	$0.00	
5.5 - 6 hours	$14.00	$14.00	$0.00	
6 - 12 hours	$16.00	$16.00	$0.00	
12+ hours	$18.00	$18.00	$0.00	
Hotel Overnight	$10.00	$10.00	$0.00	
Convention Overnight	$8.00	$8.00	$0.00	
Superconvention Overnight	$4.00	$4.00	$0.00	
Jehovah's Witness Conventions (daily)	$2.66	$2.54	$0.12	Increase based on CPI
Parking Tickets:				
1st Late Fee	$5.00	$5.00	$0.00	
2nd Late Fee	$5.00	$5.00	$0.00	
Final Late Fee	$15.00	$15.00	$0.00	
Parking Ticket - Expired Meter	$28.00	$28.00	$0.00	
Parking Ticket - On-Street Violation	$35.00	$35.00	$0.00	
Parking Ticket - Fire Hydrants	$41.00	$41.00	$0.00	

Parking Ticket - Expired Registration	$53.00	$53.00	$0.00	
Parking Ticket - Snow Emergency	$112.00	$112.00	$0.00	
Parking Ticket - Accessible Parking	$197.00	$197.00	$0.00	
Community Development Building Division				
Service	**2026 Fee**	**2025 Fee**		
Construction Related Fees				
Building Permit Fees				
Total Valuation: $1.00 to $500.00	$25.00	$25.00	$0.00	
Total Valuation: $501.00 to $2,000.00				
First $500	$25.00	$25.00	$0.00	
Per each additional $100	$2.00	$2.00	$0.00	
Total Valuation: $2,001.00 to $25,000.00				
First $2,000	$55.00	$55.00	$0.00	
Per each additional $1,000	$9.00	$9.00	$0.00	
Total Valuation: $25,001.00 to $50,000.00				
First $25,000	$262.00	$262.00	$0.00	
Per each additional $1,000	$6.50	$6.50	$0.00	
Total Valuation: $50,001.00 to $100,000.00				
First $50,000	$424.50	$424.50	$0.00	
Per each additional $1,000	$4.50	$4.50	$0.00	
Total Valuation: $100,001.00 to $500,000.00				
First $100,000	$649.50	$649.50	$0.00	
Per each additional $1,000	$3.50	$3.50	$0.00	
Total Valuation: $500,001.00 to $1,000,000.00				
First $500,000	$2,049.50	$2,049.50	$0.00	
Per each additional $1,000	$3.00	$3.00	$0.00	
Total Valuation: $1,000,001.00 and up				
First $1,000,000	$3,549.50	$3,549.50	$0.00	
Per each additional $1,000	$2.00	$2.00	$0.00	
Building Plan Review Fees (percent of building permit fee)				
For structures permitted under the International Residential Code (IRC)	65%	65%	$0.00	
For all other structures	65%	65%	$0.00	
Building Plan Review Fees - Master Plan (percent of building permit fee)				
For similar plans based on an approved master plan	25%	25%	$0.00	
For all other structures	25%	25%	$0.00	
Residential Building Re-Roofing-No Plan Review Fee	$100.00	N/A	New	Permitting mandated by State of Minnesota, proposing fixed fee verses valuation fee to streamline applications.
Residential Building Re-Siding	$100.00	N/A	New	Permitting mandated by State of Minnesota, proposing fixed fee verses valuation fee to streamline applications.
Administrative Fee	$90.00	N/A	New	Associated with forthcoming enforcement policy for those doing work without building permits.
Windows and Doors Replacement			New	
1 to 3 units (Windows/Doors)	$130.00	N/A	New	new permits for the State of Minnesota siding, window, and roofing replacement
4 to 10 units (Windows/Doors)	$175.00	N/A	New	new permits for the State of Minnesota siding, window, and roofing replacement
11+ units (Windows/Doors)	$220.00	N/A	New	new permits for the State of Minnesota siding, window, and roofing replacement
Trade Permits				
Application Fee	$25.00	$25.00	$0.00	
Administrative Fee	$90.00	N/A	New	Associated with forthcoming enforcement policy for those doing work without building permits.
Permit Fee				
Valuation of work: $1.00 to $500.00	$0.00	$0.00	$0.00	
Valuation of work: $501.00 to $1,000	$10.00	$10.00	$0.00	
Valuation of work: $1,001 and up (per each additional $1,000)	$10.00	$10.00	$0.00	
Appliance Permits				
Water Heater (Atmospheric minimum valuation $1200)	$45.60	$45.60	$0.00	
Water Heater (Power Vent minimum valuation $1600)	$45.80	$45.80	$0.00	
Water Heater (Electric minimum valuation $1600)	$45.80	$45.80	$0.00	
Air Conditioner Only (minimum valuation $2500)	$56.25	$56.25	$0.00	
Furnace Only (minimum valuation $5000)	$77.50	$77.50	$0.00	
Furnace & Air Conditioner (minimum valuation $7000)	$98.50	$98.50	$0.00	
General Permit Fee (Trade, Building, & Appliance)				
Inspections outside normal business hours (per hour, min 2 hour)	$75.00	$75.00	$0.00	
Re-Inspections (per hour, min 1 hour)	$75.00	$75.00	$0.00	
Inspections for which no fee is specifically indicated (per hour, min 1 hour)	$75.00	$75.00	$0.00	
Additional Plan Review (per hour, min 1 hour)	$75.00	$75.00	$0.00	
Working Without a Permit Fee - 1st	$100.00	$100.00	$0.00	
Working Without a Permit Fee - 2nd	$150.00	$150.00	$0.00	
Working Without a Permit Fee - 3rd	$200.00	$200.00	$0.00	
Residential Footing/Foundation Permit	$100.00	$100.00	$0.00	
Rental Property Related Fees				
Rental Property Registration Certificate Fees (each building)	$66.00	$64.00	$2.00	
Rental Property Registration Certificate Fees (per unit)	$20.00	$19.00	$1.00	
Rental Certificate Transfer Fee	$20.00	$20.00	$0.00	
Registration Certificate Late Fees (up to 30 days past due)	$30.00	An additional 10% of the renewal fee due, up to a maximum of $30 for one to 30 days past due.	$0.00	
Registration Certificate Late Fees (31-60 days past due)	$50.00	An additional 25% of the renewal fee due, up to a maximum of $50 after 30 days past due.	$0.00	
Registration Certificate Late Fees (beyond 60 days past due)	$50.00	An additional 25% of the renewal fee due, up to a maximum of $50 after 30 days past due.	$0.00	
Missed Appointment Fee	$75.00	$75.00	$0.00	
Re-Inspection Fee	Properties with 1-4 units re-inspected – $75 Properties with 5-12 units re-inspected – $100 Properties with 12+ units re-inspected– $125	Properties with 1-4 units re-inspected – $75 Properties with 5-12 units re-inspected – $100 Properties with 12+ units re-inspected– $125	$0.00	
Administrative Fine Fee	$90.00	$90.00	$0.00	
Re-instatement Fee (First Unit)	$100.00	$100.00	$0.00	
Re-instatement Fee (Each Additional Unit)	$20.00	$20.00	$0.00	

	For new use customers that have no other rental units 1. First occurrence written warning 2. Second occurrence- $250.00 fee 3. Third occurrence- $500.00 fee 4. Fourth occurrence- City attorney and up to 1000.00 fine as RCO states For existing customers that do have existing rentals 1. First occurrence- $250.00 fee 2. Second occurrence- $500.00 fee 3. Third occurrence- City attorney and up to 1000.00 fine as RCO states	For new use customers that have no other rental units 1. First occurrence written warning 2. Second occurrence- $250.00 fee 3. Third occurrence- $500.00 fee 4. Fourth occurrence- City attorney and up to 1000.00 fine as RCO states For existing customers that do have existing rentals 1. First occurrence- $250.00 fee 2. Second occurrence- $500.00 fee 3. Third occurrence- City attorney and up to 1000.00 fine as RCO states		
Renting without a certificate			$0.00	
Late compliance fee	$100-$500	$100-$500	$0.00	
Certified Mail Fee	$50.00	$50.00	$0.00	
Housing Code Violation Fee				
Vacant building registration	$100-$500	$100-$500	$0.00	
Grading Plan Review Fee				
49 cubic yards or less	$0.00	$0.00	$0.00	
50 to 100 cubic yards	$25.00	$25.00	$0.00	
101 to 1,000 cubic yards	$40.00	$40.00	$0.00	
1,001 to 10,000 cubic yards	$50.00	$50.00	$0.00	
10,001 to 100,000 cubic yards				
First 10,000 cubic yards plus	$50.00	$50.00	$0.00	
Per each additional 1 -10,000 cubic yards	$25.00	$25.00	$0.00	
100,001 to 200,000 cubic yards				
First 100,000 cubic yards plus	$275.00	$275.00	$0.00	
Per each additional 1-10,000 cubic yards	$15.00	$15.00	$0.00	
200,001 cubic yards or more				
First 200,000 cubic yards plus	$410.00	$410.00	$0.00	
Per each additional 1-10,000 cubic yards	$10.00	$10.00	$0.00	
~~Zoning Permit Fee~~	~~$0.00~~	~~$240.00~~	Delete	This is under other permits called Garding Permit needs to be deleted.
Grading Permit Fee				
49 cubic yards or less	$0.00	$0.00	$0.00	
50 to 100 cubic yards	$40.00	$40.00	$0.00	
101 to 1,000 cubic yards				
First 100 cubic yards plus	$40.00	$40.00	$0.00	
Per each additional 1-100 cubic yards	$18.00	$18.00	$0.00	
1,001 to 10,000 cubic yards				
First 1,000 cubic yards plus	$202.00	$202.00	$0.00	
Per each additional 1-1,000 cubic yards	$15.00	$15.00	$0.00	
10,001 to 100,000 cubic yards				
First 10,000 cubic yards plus	$337.00	$337.00	$0.00	
Per each additional 1-10,000 cubic yards	$70.00	$70.00	$0.00	
100,001 cubic yards or more				
First 100,000 cubic yards plus	$967.00	$967.00	$0.00	
Per each additional 1-10,000 cubic yards	$40.00	$40.00	$0.00	
Community Development Planning and Zoning Division				
Service	**2026 Fee**	**2025 Fee**		
Zoning Certificate Fees				
A. Residential Uses (Values of improvement building, grading, etc., according to the following schedule)				
$1 to $500 (per permit)	$31.50	$31.50	$0.00	
$501 to $2,000				
First $500	$31.50	$31.50	$0.00	
Per each additional $100	$1.89	$1.89	$0.00	
$2001 to $25,000				
First $2000	$59.85	$59.85	$0.00	
Per each additional $1,000	$3.57	$3.57	$0.00	
$25,001 to $50,000				
First $25,000	$141.96	$141.96	$0.00	
Per each additional $1,000	$2.52	$2.52	$0.00	
$50,001 to $100,000				
First $2000	$204.96	$204.96	$0.00	
Per each additional $1,000	$0.84	$0.84	$0.00	
$100,001 and up				
First $100,000	$246.96	$246.96	$0.00	
Per each additional $1,000	$0.25	$0.25	$0.00	
B. Multiple Family and Non-Residential Uses: (Values of improvement building, grading, etc., according to the following schedule)				
$1 to $500 (per permit)	$31.50	$31.50	$0.00	
$501 to $2,000				
First $500	$31.50	$31.50	$0.00	
Per each additional $100	$2.42	$2.42	$0.00	
$2001 to $25,000				
First $2000	$67.73	$67.73	$0.00	
Per each additional $1,000	$5.04	$5.04	$0.00	
$25,001 to $50,000				
First $25,000	$183.65	$183.65	$0.00	
Per each additional $1,000	$2.21	$2.21	$0.00	
$50,001 to $100,000				
First $2000	$238.77	$238.77	$0.00	
Per each additional $1,000	$1.47	$1.47	$0.00	
$100,001 and up				
First $100,000	$312.27	$312.27	$0.00	
Per each additional $1,000	$0.25	$0.25	$0.00	
C. Double Fee:	When the building construction or remodeling has occurred prior to issuing of the zoning certificate, a double fee maybe imposed.	When the building construction or remodeling has occurred prior to issuing of the zoning certificate, a double fee maybe imposed.	$0.00	
Wetland Fees				
Exemption Determination	$300.00	$300.00	$0.00	
No-Loss Determination	$260.00	$260.00	$0.00	
Delineation Review				
1 acre or less	$410.00	$410.00	$0.00	
1-10 acres	$900.00	$900.00	$0.00	
11+ acres	$1,290.00	$1,290.00	$0.00	
Replacement Plan				
1 acre or less	$780.00	$780.00	$0.00	
1-10 acres	$1,670.00	$1,670.00	$0.00	
11+ acres	$2,470.00	$2,470.00	$0.00	
Sequencing Plan	$760.00	$760.00	$0.00	
Appeal	$460.00	$460.00	$0.00	
Banking Plan				

1 acre or less	$780.00	$780.00	$0.00	
1-10 acres	$1,670.00	$1,670.00	$0.00	
11+ acres	$2,470.00	$2,470.00	$0.00	
Annual Monitoring Report	$132.00	$132.00	$0.00	
Other Permits (fee based on per application where applicable)				
Staff authorized Zoning Certificate	$35.00	$35.00	$0.00	
Sign Permit	Use non-res Z Cert	Use non-res Z Cert	$0.00	
Billboard (new & sign credit)	$255.00	$255.00	$0.00	
Grading Permit (Zoning Certificate)	$255.00	$255.00	$0.00	
Rental Housing Certificate	$45.00	$45.00	$0.00	
Zoning Compliance Letter	$140 Single Family, $210 Other	$140 Single Family, $210 Other	$0.00	
Environmental Worksheet	$2,235.00	$2,235.00	$0.00	
Environmental Impact Statement	To be determined on contract basis	To be determined on contract basis	$0.00	
Demolition Permit	Use non-res Z Cert	Use non-res Z Cert	$0.00	
Temporary Permit	$120.00	$120.00	$0.00	
Certificate of Appropriateness - Minor Alterations	No Fee	No Fee	$0.00	
Certificate of Appropriateness - Major Alterations	No Fee	No Fee	$0.00	
Designation or Removal of Landmark Property or Landmark District	No Fee	No Fee	$0.00	
Development Application Fees (fee based on per application where applicable)				
Incentive Development	$2,325.00	$2,320.00	$5.00	
General Development Plan	$1,205.00	$1,200.00	$5.00	
Site Development Plan	$655.00	$650.00	$5.00	
Site Development Plan Amendment	$405.00	$400.00	$5.00	
Lot Line Readjustment	$740.00	$735.00	$5.00	
Minor Modification	$225.00	$220.00	$5.00	
Floodplain Development Permit	$655.00	$650.00	$5.00	
Minor Land Subdivision Permit	$1,515 per application, $35 per lot	$1,510 per application, $30 per lot	$5 per Application, $5 per lot	
Conditional Use Permit Approved by Planning Commission	$1,495.00	$1,490.00	$5.00	
Shoreland Protection Permit	$1,495.00	$1,490.00	$5.00	
Variance	Residential Use: $760 Non Residential/Multi Family Use: $1,515	Residential Use: $755 Non Residential/Multi Family Use: $1,510	$5.00	
Major Land Subdivision Permit	$2,115 per application, $35 per lot	$2,110 per application, $30 per lot	$5 per Application, $5 per lot	
Final Plat	$1,515 per application, $35 per lot	$1,510 per application, $30 per lot	$5 per Application, $5 per lot	
Rezoning (Official Zoning Map Amendement)	$2,325.00	$2,320.00	$5.00	
Major Modification	$1,495.00	$1,490.00	$5.00	
Annexation of Land	$1,515.00	$1,510.00	$5.00	
Vacation	Utility $760 per application, ROW $1,535 per application	Utility $755 per application, ROW $1,530 per application	$5 per Application	
UDC Text Amendment	$1,205.00	$1,200.00	$5.00	
Interim Use Permit	$2,325.00	$2,320.00	$5.00	
Home Occupation	$280.00	$275.00	$5.00	
CUP & GDP Amendment (Staff level)	$845.00	$840.00	$5.00	
Appeal	$385.00	$380.00	$5.00	
Comprehensive Plan Adoption or Amendment (LUPA)	$2,335.00	$2,330.00	$5.00	
Growth Management Map Amendment	$2,335.00	$2,330.00	$5.00	
Official Map Adoption	No Fee	No Fee	$0.00	
Distinctive Development	$2,325.00	$2,320.00	$5.00	
Conditional Use Permit Approved by City Council	$2,325.00	$2,320.00	$5.00	
Public Notice (per notification)	$125.00	$120.00	$5.00	
Tax Increment Financing Application Fee (TIF)	$8,000.00	$5,000.00	New	It's a development application fee that should have been included when the original fee schedule was adopted but was overlooked as we don't receive TIF applications very often. The fee is currently found in the TIF policy, which will allow it to be updated more consistently.
Fire				
Service	**2026 Fee**	**2025 Fee**		
Permit Application Fee	$75.00	$75.00	$0.00	
Fire Code Specified Operational Permit	$75.00	$75.00	$0.00	
Fire Protection System Construction/Modification Permit	3.0% of the system cost with a minimum of $75.00	3.0% of the system cost with a minimum of $75.00	$0.00	
Work without a Permit Special Inspection	An inspection fee for work without a fire department construction permit shall be assessed in the amount equal to the normal fire department construction fee.	An inspection fee for work without a fire department construction permit shall be assessed in the amount equal to the normal fire department construction fee.	$0.00	
Violation Notice Re-Inspection	$150.00	$150.00	$0.00	
Fire Protection Equipment Maintenance Administrative Fee	$15.00	$15.00	$0.00	
Authorized Burning	$300.00	$300.00	$0.00	
Police				
Service	**2026 Fee**	**2025 Fee**		
Pawn Shop Transaction Fees (per transaction)	$1.50	$1.50	$0.00	
Animal Control Adoption Fees	$50.00	$50.00	$0.00	
Animal Control Impound Fees	$55.00	$55.00	$0.00	
Animal Control Boarding Fee (per day)	$35.00	$35.00	$0.00	
Animal Control Other Fees				
Owner Release with current shots	$35.00	$35.00	$0.00	
Owner Release without current shots or Owner release unaltered	$75.00	$75.00	$0.00	
Animal Control Fees for Townships				
Dangerous Dog Callout (per hour, 2 hr. minimum)	$50.00	$50.00	$0.00	
Vehicle Usage Fee	$25.00	$25.00	$0.00	
Impound Fee	$55.00	$55.00	$0.00	
Daily Boarding Fee	$35.00	$35.00	$0.00	
Owner Release Fee	$75.00	$75.00	$0.00	
Copies or Transmission of Electronic Records				
State Accident Reports	$0.00	$0.00	$0.00	
Public Reports (less than 4 pages)	$0.00	$0.00	$0.00	
Public Reports (4-100, per pages, per page	$0.25	$0.25	$0.00	
Public Reports (over 100 pages)	$30/hr. (min of 1/4 hr. increment) = research/compilation + cost of media + cost of mailing	$30/hr. (min of 1/4 hr. increment) = research/compilation + cost of media + cost of mailing	$0.00	
Digital photos-email or CD (per case)	$10.00	$10.00	$0.00	
Digital audio-email or CD (per case)	$10.00	$10.00	$0.00	
Digital video-email or CD (per case)	$10.00	N/A	New	To cover all video categories of service that we provide not included in the existing fee schedule.
Body Cam (per case)	$30.00	$30.00	$0.00	
911 Transcript	$30/hr. (min of 1/4 hr. increment) = transcription + cost of media (if any) + cost of mailing	$30/hr. (min of 1/4 hr. increment) = transcription + cost of media (if any) + cost of mailing	$0.00	
Background Checks (per name checked)	$7.50	$7.50	$0.00	
Calls for Service Summaries (per six months)	$7.50	$7.50	$0.00	
Parks and Recreation (Adopted by Park Board and Incorporated for Reference)				
Service	**2026 Fee**	**2025 Fee**		
Golf Division				

Season Pass Fees (tax NOT included)				
Adult Regular Season	$1,255	$1,218	$37.00	Golf fee adjustments for 2025 were discussed and accepted by the Park Board and City Council during the review of municipal golf in 2022. The fee increases are part of a plan that is designed to achieve $250K in net revenue from golf user fees.
Senior Regular Season	$1,097	$1,065	$32.00	
Adult Couple Regular Season	$1,728	$1,678	$50.00	
Family Regular Season (all members of same family in same household, juniors age 18 and under)	$1,886	$1,831	$55.00	
Senior Couple Regular Season (no grandchildren)	$1,618	$1,570	$48.00	
Futures Regular Season (ages 19 to 25)	$552	$536	$16.00	
Young Adult Regular Season (ages 26 to 30)	$852	$827	$25.00	
Young Adult Couple Regular Season (both must be under age 30)	$1,184	$1,149	$35.00	
Junior Regular Season (to age 18, all 4 golf courses)	$284	$276	$8.00	
Patron Card Regular Season (25% off green fees)	$118	$118	$0.00	
Hadley Creek Adult Regular Season	$623	$605	$18.00	
Hadley Creek Family Regular Season	$1,097	$1,065	$32.00	
Private Golf Car Fee Regular Season	$493	$493	$0.00	
Hadley Creek Private Golf Car Fee Regular Season	$235	$235	$0.00	
Daily Fees (tax included)				
9 Hole Green Fee	$24	$23	$0.68	
9 Hole Senior Green Fee	$21	$20	$0.61	
9 Hole Patron Green Fee	$18	$17	$0.52	
9 Hole Junior Green Fee (to age 18)	$12	$12	$0.36	
9 Hole Senior Patron Green Fee	$16	$15	$0.46	
18 Hole Green Fee	$40	$38	$1.15	
18 Hole Senior Green Fee	$35	$34	$1.01	
18 Hole Patron Green Fee	$30	$29	$0.87	
18 Hole Junior Green Fee (to age 18)	$25	$24	$0.72	
18 Hole Senior Patron Green Fee	$26	$25	$0.76	
2nd 9 Hole Green Fee	$16	$16	$0.47	
2nd 9 Hole Senior Green Fee	$14	$13	$0.40	
2nd 9 Hole Patron Green Fee	$12	$12	$0.35	
2nd 9 Hole Senior Patron Green Fee	$10	$10	$0.21	
Daily Special Combo (Green Fee+Cart for 2 people)	$72	$72	$0.00	
Cross Country Fee	$1,200	$1,092	$108.00	
Cart Fees (tax included)				
18 Hole Any Day (Per rider)	$17	$17	$0.00	
9 Hole Any Day (Per rider)	$11	$11	$0.00	
18 Hole Senior Any Day (Per rider)	$14	$14	$0.00	
9 Hole Senior Any Day (Per rider)	$11	$11	$0.00	
Hadley Creek Golf Learning Center				
Daily Fees (tax included)				
Bucket of Balls - Small	$6.00	$5.00	$1.00	
Medium	$9.00	$8.00	$1.00	
9 Hole Green Fee	$16.08	$15.61	$0.47	
9 Hole Patron Green Fee	$9.90	$9.61	$0.29	
9 Hole Junior Green Fee	$9.90	$9.61	$0.29	
First Tee Player	$7.00	$6.00	$1.00	
2nd 9 Hole Green Fee	$11.13	$10.81	$0.32	
2nd 9 Hole Patron Green Fee	$8.35	$8.11	$0.24	
9 Cart	$17.00	$17.00	$0.00	
Pull Cart	$4.00	$4.00	$0.00	
Rental Clubs	$5.00	$5.00	$0.00	
Other (All Facilities)				
Golf Lessons (tax included)	$25.00-$200.00	$25.00-$200.00	$0.00	
Forestry Division				Fee increases to capture some of the increased costs for tree pricing changes (which is just an estimate) and cost for increased operational expenses.
Commercial Tree License	$80.00	$80.00	$0.00	
Park Disturbance Permit	$50.00	$50.00	$0.00	
Boulevard Tree Planting Fee (per tree)	$50.00	$50.00	$0.00	
Garden Plots	$35.00	$35.00	$0.00	
Canopy Loss Fee (per diameter inch)	$320.00	$280.00	$40.00	The CL Fee is based on an annual quote for planting trees required of developers. The increase is the anticipated increase in the cost of trees each year.
Park Division				
Picnic Shelter Reservations (tax NOT included)				Fee increases to capture some of the increased costs for cleaning and maintenance of shelter areas.
Level Premier - Cascade Lakeside (Friday-Sunday)	$1,000.00	$1,000.00	$0.00	
Cascade Lakeside (Monday-Thursday)	$500.00	$500.00	$0.00	
Level I - Bear Creek Park (300 persons)	$350.00	$350.00	$0.00	
Essex Park (300 persons)	$350.00	$350.00	$0.00	
West Silver Lake (100 persons)	$350.00	$350.00	$0.00	
Cascade Amphitheater (300 persons) *Higher attendance is an event that is calculated separately	$350.00	$350.00	$0.00	
Silver Lake Three Links (100 persons, per 4 hours)	$250.00	$250.00	$0.00	
Level II - Cook, Slatterly, East Silver Lake, Soldiers Field, Quarry Hill Parks (125 persons)	$250.00	$250.00	$0.00	
Level III - Central, Eastwood, Foster-Arend, Kutzky, Rev. Dr. Martin Luther King, Jr., Watson, Cascade Pavillion Parks (50 Persons)	$150.00	$150.00	$0.00	
Silver Lake Station Main Floor Rental (per hour)	$25.00	$25.00	$0.00	
~~Monthly Rental to Rochester Rowing Club~~	~~$400.00~~	~~$400.00~~	Delete	
Open Space Field Reservation (per 2.5 hours, approx. 200 x 300)	$40.00	$40.00	$0.00	
Administrative Fee	$30.00	$30.00	$0.00	
Park Disturbance Fee	$50.00	$50.00	$0.00	
Key Deposit	$50.00	$50.00	$0.00	
Field Reservations (tax NOT included)	*Youth teams paying the field maintenance fee will not be charged a rental fee except on select fields.	*Youth teams paying the field maintenance fee will not be charged a rental fee except on select fields.		Silight increases to reflect cost of labor increases
Player Maintenance Fee - Youth (per player)	$16.00	$14.00	$2.00	
Mayo Field - Adults (per game)	$175.00	$150.00	$25.00	
Mayo Field - Youth (per game)	$100.00	$75.00	$25.00	
Hudson Field - Adults (per game)	$150.00	$130.00	$20.00	
Hudson Field - Youth (per game)	$75.00	$65.00	$10.00	
McQuillan - Adults (per game, per field)	$50.00	$45.00	$5.00	
McQuillan - Youth (per game*)	$25.00	$25.00	$0.00	
McQuillan Complex (per day, all fields)	$750.00	$500.00	$250.00	
Church League (per game)	$40.00	$30.00	$10.00	
Soldiers Field - Adults (per game)	$50.00	$30.00	$20.00	
Soldiers Field - Youth (per game*)	$25.00	$30.00	-$5.00	
Youth Fastpitch Complex (per day, 5 fields for tournaments)	$750.00	$500.00	$250.00	
RBC Baseball Fields #1-#4 - Adults (per game)	$150.00	$130.00	$20.00	
RBC Baseball Fields #1-#4 - Youth (per game*)	$75.00	$65.00	$10.00	
RBC Baseball Fields #5 & #6 - Adults (per game)	$75.00	$50.00	$25.00	
RBC Baseball Fields #5 & #6 - Youth (per game*)	$40.00	$25.00	$15.00	

Watson Fields (per game)	$50.00	$30.00	$20.00	
Watson Complex (per day, 4 fields for tournaments)	$500.00	$500.00	$0.00	
General Ball Diamonds & Sports Fields (per game)	$40.00	$30.00	$10.00	
Field Prep - Drag Field	$75.00	$70.00	$5.00	
Field Prep - Line Field (Fees include field dragging Monday-Friday)	$45.00	$45.00	$0.00	
Field Prep - Move Bases (Fees include field dragging Monday-Friday)	$75.00	$60.00	$15.00	
Field Prep - Clean Grandstand & Restrooms at Mayo Field (Fees include field dragging Monday-Friday)	$600.00	$500.00	$100.00	
Sand Volleyball (per game, per court)	$40.00	$30.00	$10.00	
Court Prep - Drag Field	$35.00	$35.00	$0.00	
Soldiers Field Soccer/Football - Adults (per game, 2 hour events)	$75.00	$60.00	$15.00	
Soldiers Field Soccer/Football - Youth (per game*)	$40.00	$30.00	$10.00	
Fuad Mansour Soccer - Adults (per game)	$75.00	$60.00	$15.00	
Watson Soccer (per game)	$75.00	$60.00	$15.00	
Withers Soccer (per game)	$75.00	$60.00	$15.00	
Silver Lake Soccer (per game, 2 hour events)	$50.00	$40.00	$10.00	
Southern Woods Soccer (per game, lining extra)	$50.00	$40.00	$10.00	
MLK Soccer (per game, lining extra)	$50.00	$40.00	$10.00	
Fuad Mansour Soccer - Schools (per game*)	$40.00	$30.00	$10.00	
Watson Soccer				
Withers Soccer				
Field Prep - Paint Field (Hourly)	$50.00	$150.00	$10/HR	
UCR Football Fields - Adult (per game)	$75.00	$60.00	$15.00	
UCR Football Fields - Schools (per game*)	$40.00	$30.00	$10.00	
Field Prep - Paint Field (Hourly)	$50.00	$200.00	$10/HR	
Fuad Mansour Soccer Complex (per day, 6 fields)	$750.00	$500.00	$250.00	
Watson Soccer Complex (per day, 6 fields)	$600.00	$500.00	$100.00	
Withers Soccer Complex (per day, 3 fields)	$500.00	$500.00	$0.00	
Park Labor Rates				
Regular Hours Monday - Friday (per hour)	$50.00	$40.00	$10.00	
Overtime (per hour)	$70.00	$60.00	$10.00	
Park Furniture & Miscellaneous (for use in Parks Facilities or City Sponsored Event, tax NOT included)				
Highway Bleacher (per bleacher, per event)	$500.00	$350.00	$150.00	Phasing out the rental of bleachers due to adverse impacts on the bleachers due to moving, the time committment required to perform, low use, and the ability to rent privately
Speedy Bleacher (per event)	$500.00	$350.00	$150.00	
Portable Bleacher (per bleacher, per event)	$100.00	$100.00	$0.00	
Showmobile (per day, Includes set up, removal & 8 non-OT hours of P&R staff coverage, P&R staff OT coverage is additional at identified rates)	Not Rented	$1,800.00	N/A	Phasing out the rental of portable stage as this needs to be retired. Additionally there is a high the time committment required to perform,and operate, low use, and there is now the ability to rent privately
Diamond Dry (per bag)	$14.00	$14.00	$0.00	
Powdered Marble (per bag)	$10.00	$10.00	$0.00	
Paint (per bag)	$10.00	$10.00	$0.00	
National Volleyball Center				
Court Rental Volleyball Hourly (plus tax)	$31.00	$31.00	$0.00	
Court Rental Volleyball Daily (plus tax)	$270.00	$270.00	$0.00	
Court Rental Basketball Hourly (plus tax)	$54.00	$54.00	$0.00	
Open Volleyball				
Adult Daily Fee	$6.00	$6.00	$0.00	
Student Daily Fee	$6.00	$5.00	$1.00	increase to cover inflation costs
Adult Punch Card	$60.00	$60.00	$0.00	
Student Punch Card	$60.00	$50.00	$10.00	increase to cover inflation costs
Programs				
NVC Playday	$120.00	$100.00	$20.00	increase to cover staff increased cost
Officiated	$170.00	$160.00	$10.00	increase to cover staff increased cost
Unofficiated	$125.00	$120.00	$5.00	increase to cover inflation costs
NVC Summer HS League	$300.00	$300.00	$0.00	
Graham Arena Complex				
Open Hockey - Youth	$6.00	$5.00	$1.00	increase to cover inflation costs
Open Hockey - Adult	$7.00	$6.00	$1.00	increase to cover inflation costs
Ice Rental				
Hockey or Private Skating (plus tax)	$210.00	$205.00	$5.00	increase due to rising costs (staff, utilities, etc.)
Building Rental - Show Rental				
Arena One	$2,500.00	$2,300.00	$200.00	increase due to rising costs (staff, utilities, etc.)
Arena Two	$2,300.00	$2,100.00	$200.00	increase due to rising costs (staff, utilities, etc.)
Arena Three	$2,300.00	$2,100.00	$200.00	increase due to rising costs (staff, utilities, etc.)
~~Rental of 2 buildings~~	~~10% Discount~~	~~10% Discount~~	Delete	very rarely used, not needed after market analysis
~~Rental of 3 buildings~~	~~15% Discount~~	~~15% Discount~~	Delete	very rarely used, not needed after market analysis
Recreation Division				
Pools				
Soldiers Field Aquatics				
Adult Daily Fee	$11.00	$10.00	$1.00	increase due to rising costs (staff, utilities, etc.)
Youth Daily Fee	$9.00	$8.00	$1.00	increase due to rising costs (staff, utilities, etc.)
Punch Pass/Discount Tickets	$7.50	$7.50	$0.00	
Silver Lake Pool			New	
Adult Daily Fee	$7.00	N/A	New	fee for new Silver Lake Pool
Youth Daily Fee	$5.00	N/A	New	fee for new Silver Lake Pool
Punch Pass/Discount Tickets	$3.50	N/A	New	fee for new Silver Lake Pool
~~Discount Tickets (each)~~	~~$3.20~~	~~$3.20~~	Delete	new discount fee for each pool listed above
Swimming Pool Rental (per hour)	$150.00	$120.00	$30.00	increase due to rising costs (staff, utilities, etc.)
Pipsqueaks Indoor Playground				
Youth Daily Fee	$3.00	$3.00	$0.00	
Party (plus tax, 3-hour block)	$100.00	$90.00	$10.00	increase due to staffing expense increases
Adult Team Sports Fees				
Summer Softball	$430.00	$430.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Fall Softball	$210.00	$210.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Summer Sand Volleyball	$235.00	$235.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Fall Volleyball	$345.00	$345.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Winter Volleyball	$345.00	$345.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Spring Volleyball	$345.00	$345.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Touch Football	$280.00	$280.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Basketball	$500.00	$500.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Broomball	$305.00	$305.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Kickball	$180.00	$180.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Dodgeball	$220.00	$220.00	$0.00	increase due to rising costs (staff, utilities, etc.)
AccessAble Recreation				
Adult Programs Ages 18+ (per day)	$10.00-$20.00	$10.00-$20.00	$0.00	
Youth Programs Ages 3-17 (per day, dependent on staffing needs)	$15.00-$30.00	$15.00-$30.00	$0.00	
Summer Camps (per session, dependent on staffing needs)	$350.00-$800.00	$350.00-$800.00	$0.00	
Recreation Center				
Per Session Fees				
Adult Pool	$7.00	$6.00	$1.00	increase due to rising costs (staff, utilities, etc.)
Youth Pool	$7.00	$6.00	$1.00	increase due to rising costs (staff, utilities, etc.)
Adult Gym	$7.00	$6.00	$1.00	increase due to rising costs (staff, utilities, etc.)

Youth Gym	$7.00	$6.00	$1.00	increase due to rising costs (staff, utilities, etc.)
Adult Skate	$7.00	$6.00	$1.00	increase due to rising costs (staff, utilities, etc.)
Youth Skate	$7.00	$6.00	$1.00	increase due to rising costs (staff, utilities, etc.)
Yearly/6 Month/3 Month Memberships				
Family Yearly	$425.00	$400.00	$25.00	increase due to rising costs (staff, utilities, etc.)
Family 6 Months	$275.00	$250.00	$25.00	increase due to rising costs (staff, utilities, etc.)
Family 3 Months	$150.00	$130.00	$20.00	increase due to rising costs (staff, utilities, etc.)
Adult Yearly	$195.00	$175.00	$20.00	increase due to rising costs (staff, utilities, etc.)
Adult 6 Months	$115.00	$100.00	$15.00	increase due to rising costs (staff, utilities, etc.)
Adult 3 Months	$65.00	$55.00	$10.00	increase due to rising costs (staff, utilities, etc.)
Senior Citizen Yearly	$160.00	$150.00	$10.00	increase due to rising costs (staff, utilities, etc.)
Senior Citizen 6 Months	$105.00	$95.00	$10.00	increase due to rising costs (staff, utilities, etc.)
Senior Citizen 3 Months	$60.00	$50.00	$10.00	increase due to rising costs (staff, utilities, etc.)
Youth Yearly (18 & under)	$140.00	$125.00	$15.00	increase due to rising costs (staff, utilities, etc.)
Youth 6 Months (18 & under)	$95.00	$75.00	$20.00	increase due to rising costs (staff, utilities, etc.)
Youth 3 Months (18 & under)	$50.00	$40.00	$10.00	increase due to rising costs (staff, utilities, etc.)
Pickleball				
1 Month	$30.00	$25.00	$5.00	increase due to rising costs (staff, utilities, etc.)
Per Session	$7.00	$6.00	$1.00	increase due to rising costs (staff, utilities, etc.)
Facility Rental				
50 M Pool (per hour, plus tax, includes Lifeguard fee)	$200.00	$180.00	$20.00	increase due to rising costs (staff, utilities, etc.)
50 M Pool Full Day Meet Rate (Gym included in full day rate)	$2,200.00	$1,900.00	$300.00	increase due to rising costs (staff, utilities, etc.)
50 M Pool Half Day Meet Rate (Gym extra in half day rate)	$1,500.00	$1,100.00	$400.00	increase due to rising costs (staff, utilities, etc.)
~~50 M Pool Hourly~~	~~$150.00~~	~~$150.00~~	Delete	redundant fee with 50M hourly fee above
Teaching/Warm Up Pool (per hour, plus tax)	$125.00	$120.00	$5.00	increase due to rising costs (staff, utilities, etc.)
Teaching/Warm Up Pool Half Day	$350.00	$300.00	$50.00	increase due to rising costs (staff, utilities, etc.)
Teaching/Warm Up Pool Full Day	$700.00	$500.00	$200.00	increase due to rising costs (staff, utilities, etc.)
Pool Lane Charge Short Course (per hour, plus tax)	$9.00	$8.00	$1.00	increase due to rising costs (staff, utilities, etc.)
Pool Lane Charge Long Course (per hour, plus tax)	$18.00	$16.00	$2.00	increase due to rising costs (staff, utilities, etc.)
Gymnasium (per hour, plus tax)	$50.00	$50.00	$0.00	leaving the same after market analysis
Gymnasium RAPA (per hour, plus tax)	$40.00	$40.00	$0.00	leaving the same after market analysis
Gymnasium 125 Live (per hour, plus tax)	$20.00	$20.00	$0.00	leaving the same after market analysis
~~Daily Gym Rental~~	~~$150.00~~	~~$150.00~~	Delete	unused fee, just charging hourly rates at this time
RFSC Gym Rental (per hour)	$15.00	$15.00	$0.00	
Ice Standard Fee (per hour, plus tax)	$210.00	$205.00	$5.00	increase due to rising costs (staff, utilities, etc.)
Grizzlies Practice (per hour)	$125.00	$125.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Grizzlies Game	$850.00	$850.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Olmsted County Ice Fee (per hour)	$50.00	$50.00	$0.00	
RFSC Testing (per hour)	$127.50	$125.00	$2.50	increase due to rising costs (staff, utilities, etc.)
Major Users Discounted Ice			$0.00	
RFSC (per hour, plus tax)	$190.00	$187.50	$2.50	increase due to rising costs (staff, utilities, etc.)
Meeting Room Rental				
Birthday Party Room Rental Public Package (per hour, plus tax)	$35.00	$30.00	$5.00	increase due to rising costs (staff, utilities, etc.)
Birthday Party Room Private Rental (per hour, plus tax)	$25.00	$20.00	$5.00	increase due to rising costs (staff, utilities, etc.)
Room Rental Outside User (per hour, plus tax)	$40.00	$40.00	$0.00	
Office Rental				
RFSC (per month)	$150.00	$150.00	$0.00	
Grizzlies (per month)	$250.00	$250.00	$0.00	
Rochester Swim Club (per month)	$250.00	$250.00	$0.00	
Locker Room & Storage Rental				
RFSC (per month)	$250.00	$250.00	$0.00	
Grizzlies (per month)	$250.00	$250.00	$0.00	
Skate Rental (per pair)	$3.00	$3.00	$0.00	
Hockey Game Maintenance				
Full Game JV and Varsity	$100.00	$100.00	$0.00	
Half Game JV and Varsity	$50.00	$50.00	$0.00	
Skate Sharpening				
Hockey or Recreational Figure Skating	$7.00	$7.00	$0.00	
New Skates (Never Sharpened)	$15.00	$15.00	$0.00	
Plummer House				
House Rent (plus tax, Friday-Saturday)	$1,000.00	$900.00	$100.00	Increase due to rising costs (maintenance, utilities, staff, etc.)
House & Grounds Rent (plus tax, Friday-Saturday)	$1,250.00	$1,150.00	$100.00	Increase due to rising costs (maintenance, utilities, staff, etc.)
House Rent (plus tax, Sunday-Thursday)	$750.00	$650.00	$100.00	Increase due to rising costs (maintenance, utilities, staff, etc.)
House & Grounds Rent (plus tax, Sunday-Thursday)	$1,000.00	$900.00	$100.00	Increase due to rising costs (maintenance, utilities, staff, etc.)
Tours (Open House)				
Adult	$15.00	$10.00	$5.00	Increase due to rising costs (maintenance, utilities, staff, etc.)
Youth	$5.00	$5.00	$0.00	
Tours (Private)	$15.00	$10.00	$5.00	Increase due to rising costs (maintenance, utilities, staff, etc.)
Cancellation Fee	$100.00	$100.00	$0.00	
Outdoor Tennis Center				
Family Season Membership (plus tax)	$165.00	$165.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Adult Season Membership (plus tax)	$115.00	$115.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Senior Citizen Season Membership (plus tax)	$90.00	$90.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Youth Season Membership (plus tax)	$65.00	$65.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Daily Court Fees (per person includes tax)	$10.00	$10.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Library (Adopted by Library Board and Incorporated for Reference)				
Service	**2026 Fee**	**2025 Fee**		
Lost/Damaged Items				
Replacement of Item	Varies: Actual Replacement Cost of Item	Varies: Actual Replacement Cost of Item	$0.00	
Copies/Prints				
Color per page	$0.25	$0.25	$0.00	
Black & White per page	$0.10	$0.10	$0.00	
Fax - USA/CANADA (per page)	$1.00	$1.00	$0.00	
Non-Resident Card	$60.00	N/A	New	The cost of the cards needs to be consistant with Rochester's per captia library patron cost. The fee has changed, but it isn't new.
Out-of-State Visitor Cards (per week)	$6.00	$6.00	$0.00	The cost of the cards needs to be consistant with Rochester's per captia library patron cost. The fee has changed, but it isn't new.
Airport				
Service	**2026 Fee**	**2025 Fee**		
Ground Transportation Access Fees (per drop off or pick up)	$3.00	$3.00	$0.00	
Parking Lot				
0-60 minutes	Free	Free	$0.00	
1-2 Hours	$3.00	$2.00	$1.00	
Each additional hour	$1.00	$1.00	$0.00	
Day Max	$12.00	$11.00	$1.00	
Week Max	$72.00	$66.00	$6.00	
Music Department				
Service	**2026 Fee**	**2025 Fee**		
Membership Fee (per year)	$0.00	$0.00	$0.00	
Shipping & Handling - order for request of phone order tickets mailed to non-member customers	$2.00	$2.00	$0.00	
Equipment Rental				
Bass Drum	$40.00	$40.00	$0.00	
Bells	$40.00	$40.00	$0.00	
Chimes	$40.00	$40.00	$0.00	

Gong (small)	$40.00	$40.00	$0.00	
Gong (large)	$70.00	$70.00	$0.00	
Timpani	$40.00	$40.00	$0.00	
Xylophone	$40.00	$40.00	$0.00	
Drum kit w/cymbal set	$135.00	$135.00	$0.00	
Roland RD600 Keyboard	$120.00	$120.00	$0.00	
Peavey KB/A300	$60.00	$60.00	$0.00	
Music Stands (set/day)	$75.00	$75.00	$0.00	
Music Stands (per stand/day)	$3.00	$3.00	$0.00	
Sheet Music/Scores				
Minimum	$25.00	$25.00	$0.00	
Rental - Percent of market rate charged by other rental houses for the same music	90%	90%	$0.00	
Rental - Percent of purchase price	50%	50%	$0.00	
Ticket Sales				
Discounts for tickets (per ticket)				
Group Sales Ticket Discounts are based upon number of tickets purchased: 10-24 tickets purchased	10%	10%	$0.00	
Group Sales Ticket Discounts are based upon number of tickets purchased: 25+ tickets purchased	10%	10%	$0.00	
Merchandise Sales - Flat fee to artist of 10% of the gross receipts over $100 from the sale of any such products **sold by City Staff**	10%	10%	$0.00	
Program Fees				
Sound School Outreach				
ISD 535	$0.00	$0.00	$0.00	
~~Non-Public Rochester School - discontinued offering to non-public schools~~	~~$0.00~~	~~$0.00~~	Delete	discontinued offering to non-public schools
~~Out-of-town School -discountinued offering to out-of-town schools~~	~~$0.00~~	~~$0.00~~	Delete	discountinued offering to out-of-town schools
Concession Fees (Fee for Food Truck vendor to operate at a forWARD concert)	$50.00	$50.00	$0.00	
Concession Fees (Fee for Food Truck vendor to operate at the 4th Fest concert)	$150.00	$150.00	$0.00	

Schedule of Fees and Charges for Licenses, Permits, Services, and Other Charges

City Clerk		
Service	**2027 Fee**	**2026 Fee**
Administrative Fines		
Hearing Fines	Variable	Variable
City Issued Violation not separately identified	$60.00	$60.00
Repeat Nusiance Service Calls (after 3)	$60.00	$60.00
5th Nusiance Service Call	$120.00	$120.00
6th Nusiance Service Call	$180.00	$180.00
7th Nusiance Service Call	$240.00	$240.00
Failure to Remove Snow & Ice from Residental Sidewalk	$40.00	$40.00
2nd subsequent Res. Snow violation	$60.00	$60.00
3rd subsequent Res. Snow violation	$120.00	$120.00
Failure to Remove Snow & Ice from Commercial Sidewalk	$60.00	$60.00
2nd subsequent Res. Snow violation	$60.00	$60.00
3rd subsequent Res. Snow violation	$120.00	$120.00
Tall Grass & Weeds Violation	$80.00	$80.00
2nd subsequent violation	$110.00	$110.00
3rd subsequent violation	$140.00	$140.00
Admin Fines Due to State	$60.00	$60.00
Expedited license processing fee	$50.00	$50.00
Administrative Licensing fees	$25.00	$25.00
Animal Licenses		
Breeder's Permit	$50 plus $100 investigation fee for new applications	$50 plus $100 investigation fee for new applications
Chickens (2 year license)	$40.00	$40.00
Duck License (2 year license)	$40.00	$40.00
Pigeon	$25.00	$25.00
Dog-Dangerous	$100.00	$100.00
Assessments		
Assessment Principal	Variable	Variable
Assessment Interest	Variable	Variable
Alcohol Licenses		
Full Intoxicating Liquor On-Sale		
Clubs		
Less than 200 Members	$300.00	$300.00
201-500 members	$500.00	$500.00
501-1,000 members	$650.00	$650.00
1,001-2,000 members	$800.00	$800.00
2,001-4,000 members	$1,000.00	$1,000.00
4,001-6,000 members	$2,000.00	$2,000.00
More than 6,000 member	$3,000.00	$3,000.00
Hotels	$7,600.00	$7,600.00
Restaurants, including Brewpubs	$5,400.00	$5,400.00
Exclusive On-Sale	$7,900.00	$7,900.00
Exclusive On-Sale/Restaurants with seating less than 30	$3,200.00	$3,200.00
Bowling Centers	$7,600.00	$7,600.00
Theaters	$7,600.00	$7,600.00
Non-Profit Theaters	$4,300.00	$4,300.00
Civic Center	$4,300.00	$4,300.00
Limiting Intoxicating Liquor On-Sale		
Brewer Taprooms	$630.00	$630.00
Cocktail Rooms	$630.00	$630.00
Cooking Schools	$250.00	$250.00
Wine On-Sale		
Restaurants, Theaters	$960.00	$960.00
Non-Profit Theaters	$630.00	$630.00
Collegiate Baseball Teams (half year)	$480.00	$480.00
Add Strong Beer to a Wine License	$540.00	$540.00
3.2 Percent Malt Liquor On-Sale		
Restaurants, Other	$540.00	$540.00
Brewpubs	$540.00	$540.00
Partial Year Sales at McQuillen Park	$270.00	$270.00
Consumption and Display	$300.00	$300.00
On-Sale License Endorsements		
Additional Bar	$1,800.00	$1,800.00
Special Sunday	$200.00	$200.00

2 a.m. Sales	$100.00	$100.00
Limited Entertainment Endorsement	$220.00	$220.00
General Entertainment Endorsement	$2,200.00	$2,200.00
Temporary On-Sale		
Temporary Intoxicating Liquor	$120.00	$120.00
Temporary Non-Intoxicating Malt Liquor	$60.00	$60.00
One Day Consumption and Display	$60.00	$60.00
Temporary Liquor Catering Permit	$60.00	$60.00
Temporary Expansion of Entertainment	$60.00	$60.00
Temporary Expansion of Premises	$120.00	$120.00
Off-Sale		
Exclusive Liquor Store/Off-Sale	$1,500.00	$1,500.00
3.2 Percent Malt Liquor/Off-Sale	$150.00	$150.00
Small Brewer Taproom or Brew Pub Off-Sale	$275.00	$250.00
Distillery Off-Sale	$275.00	$250.00
Other Fees		
Tranfer Fee for All License Types	$220.00	$200.00
Permanent Expansion of Premisis	$220.00	$200.00
Investigation Fees		
Additional fee for subsequent years prior to issuance	$110.00	$110.00
Intoxicating Liquor/Wine - Individual	$330.00	$330.00
Intoxicating Liquor/Wine - Partnerships	$440.00	$440.00
Intoxicating Liquor/Wine - Corporations or LLCs	$550.00	$550.00
Business License		
Escort License-Individual	$330.00	$330.00
Escort Service	$1,250.00	$1,250.00
Fireworks Sales (City Clerk Fee only)	$60.00	$60.00
Ice Cream Vending Vehicle	$220.00	$220.00
Massage Therapist	$112 plus $150 investigation fee	$112 plus $150 investigation fee
Massage Therapy Business	$220 plus $250 investigation fee	$220 plus $250 investigation fee
Mobile Food Units		
Mobile Food Unit License	$250.00	$250.00
Downtown Anytime Operation Zones (6 am-midnight)/per month	$0.00	$0.00
Lunch Operation Zones (9 am-2 pm)/per month	$0.00	$0.00
Late Night Operation Zones (9 pm-2:30 am)/per month	$0.00	$0.00
Zone 2 (1st Ave SW south of 2nd St SW)/nightly	$0.00	$0.00
Temporary Mobile Food Unit Permit (1- 4 days)	$30.00	$30.00
Outdoor Dog Permit (One-time application)	$30.00	$30.00
Pawnbrokers	$750.00	$750.00
Private Adult Dancer	$3,200.00	$3,200.00
Sidewalk Cafes/ Street Cafes / Parklets (2 year term)	$300.00	$300.00
Vending Cart (Food Cart Vending)	$375.00	$375.00
Contractor Licenses		
Heating Contractors	$125.00	$125.00
Master Installers	$60.00	$60.00
Sewers & Drains	$90.00	$90.00
Sidewalks-Cement	$90.00	$90.00
Sidewalks-Asphalt	$90.00	$90.00
Signs - Erect & Maintain	$90.00	$90.00
Tree Trimmer	$90.00	$90.00
Circus		
Circus Class A minimum per day	$60.00	$60.00
Circus Class A maximum per day	$120.00	$120.00
Circus Class B minimum per day	$30.00	$30.00
Circus Class B maximum per day	$60.00	$60.00
Circus Class C first day	$20.00	$20.00
Circus Class C each succeeding day	$10.00	$10.00
Circus Class D (per day)	$120.00	$120.00
Data Practices Charges		
Copies or Transmission of Electronic Records	Actual Cost	Actual Cost
Copies or Transmission of Paper Records up to 100 pages	$0.25	$0.25
Copies or Transmission of Paper Records over 100 pages	Actual Cost	Actual Cost
Gambling		
Gambling Annual	$500.00	$500.00
Gambling Single	$40.00	$40.00
License/Permit Renewal Late Fees		
Renewals not submitted at least 30 days before expiration	$0.00	$0.00
Special Event Submissions within 30 Days of event date	$25.00	$25.00
Renewals submitted after expiration but in the current license term	50% of license/permit fee	50% of license/permit fee
Transportation Licenses		

Bus (per vehicle)	$40.00	$40.00
Pedal Car Business Franchise	$0.00	$0.00
Pedal Car Driver's License	$30.00	$30.00
Pedal Car Business License	$60.00	$60.00
Public Transportation License	$200.00	$200.00
Public Transportation Franchise	$0.00	$0.00
Taxicab License (per vehicle)	$40.00	$40.00
Taxicab Drivers	$110.00	$110.00
Taxi Driver Investigation Fee	$100.00	$100.00
Transportation Network Company	$6,000.00	$6,000.00
Other Permits		
Banners - Revocable Permit	$25.00	$25.00
Fireworks Display (City Clerk fee only)	$60.00	$60.00
Golf Carts	$30.00	$30.00
Moving Permits - Garage	$25.00	$25.00
Moving Permits - House	$100.00	$100.00
Peddlers	$75.00	$75.00
Peddlers - Exempt From License	$0.00	$0.00
Peddlers - Rel & Char Organizations	$0.00	$0.00
Revocable Sign (disabled child)	$50.00	$50.00
Special Event / Sound Amplification	$120.00	$120.00
Per Additional Day (Special Event/ Sound Amplification)	$30.00	$30.00
Non Regulated Activities	$0.00	$0.00
Miscellaneous		
Election Filing Fees	$50.00	$50.00
Ward Maps	Variable	Variable
Reports, Maps, Code books	Variable	Variable
Photo Copies	$0.25	$0.25
Notary	$5.00	$5.00
Notary Witness Fees	$1.00	$1.00
Domestic partnership	$60.00	$60.00
Public Works		
Service	**2027 Fee**	**2026 Fee**
Sanitary Sewer and Watermain Connection Charge per foot of frontage	$160.87	$156.64
Sanitary Sewer Only per foot of frontage	$91.58	$89.17
Watermain Only per foot of frontage	$81.66	$79.52
Sewer or Water per Centerline Foot (through undeveloped property)	$117.94	$114.84
Maximum Sewer and Water Connection Fee - per lot for any developed lot **one-half acre or less** that contains a habitable single family dwelling unit	$19,802.47	$19,281.86
Sewer and Water Connection Fee - per lot plus per square foot over one-half acre and less than one and one-half acres that contain a habitable single family dwelling unit	Variable ($19,802.47 + $0.45 per sq ft)	Variable ($19,281.86 + $0.44 per sq ft)
Sewer and Water Connection Fee Cap - for lots **one and one-half acres or larger** for one habitable single family dwelling unit	$39,604.95	$38,563.73
Sewer and Water Connection Fee - The adjusted **minimum connection fee** shall be as follows calculated based on a minimum 80.00 feet frontage	$12,869.28	$12,530.95
Sewer Taps 4" pipe	$219.97	$214.19
Sewer Taps 6" pipe	$307.96	$299.86
Service Line Replacement Charges Water 5/8" - 1"	$1,939.47	$1,888.49
Service Line Replacement Charges Water 1-1/2" - 3"	$2,426.60	$2,362.81
Service Line Replacement Charges Water 4" - 6"	$2,850.30	$2,775.36
Service Line Replacement Charges Water 8"-12"	$3,881.20	$3,779.17
Service Line Replacement Charges Water > 12"	$4,853.19	$4,725.60
Service Line Replacement Charges Sewer 4" - 6"	$1,939.47	$1,888.49
Service Line Replacement Charges Sewer 8"-12"	$2,850.30	$2,775.36
Service Line Replacement Charges Sewer > 12"	$3,881.20	$3,779.17

Water Service Availability Fee (per developable acre)	$4,097.60	$3,759.27
Trunk Sewer Rate charge East Zumbro Phase 1: Silver Creek (per developable acre)	$11,717.00	$11,408.96
Trunk Sewer Rate charge East Zumbro Phase 1: Bear Creek (per developable acre)	$10,483.06	$10,207.46
Trunk Sewer Rate charge East Zumbro Phase 1: Willow Creek (per developable acre)	$20,787.09	$20,240.59
Trunk Sewer Rate charge Hadley Valley (per developable acre)	$8,445.33	$8,223.30
Trunk Sewer Rate charge Kings Run (per developable acre)	$13,888.11	$13,522.98
Trunk Sewer Rate charge West Zumbro (per developable acre)	$18,418.94	$17,934.71
Trunk Sewer Rate charge Northwest Territory (per developable acre)	$29,639.73	$28,860.49
Trunk Sewer Rate charge South Zumbro (per developable acre)	$45,813.07	$44,608.64
Sanitary Sewer Availability Charge Downstream Capacity Improvements (per developable acre)	$1,455.05	$1,416.79
Storm Water Management Plan Area Charges (SWMPAC) (per developable acre for Land Use Factor 1.0)	$4,494.09	$4,375.94
Section 7 SWMPAC (per gross acre for Land Use Factor 1.0)	$2,199.74	$2,141.91
NW Territories SWMPAC (per gross acre for Land Use Factor 1.0)	$3,047.86	$2,967.73
Street Reconstuction Fees are all based on per foot of frontage calculations:		
Street Reconstruction Residential Zones	$136.09	$132.51
Street Reconstruction Commercial/Industrial Zones	$217.74	$212.01
Street Reconstruction CBD/CDC Zones	$254.03	$247.35
Rehabilitation Fees per foot of frontage (as an alternative to Reconstruction at Owner's Request)		
Street Reconstruction Residential Zones	$108.87	$106.01
Street Reconstruction Commercial/Industrial Zones	$176.91	$172.26
Street Reconstruction CBD/CDC Zones	$204.13	$198.76
Street Resurfacing per foot of frontage (as an alternative to Reconstruction at Owner's Request)		
Street Reconstruction Residential Zones	$36.29	$35.34
Street Reconstruction Commercial/Industrial Zones	$54.43	$53.00
Street Reconstruction CBD/CDC Zones	$54.43	$53.00
Street / Alley Rehabilitation per foot		
Street Rehabilitation Residential Zones	$72.58	$70.67
Street Rehabilitation Commercial/Industrial Zones	$117.94	$114.84
Street Rehabilitation CBD/CDC Zones	$136.09	$132.51
Alley Reconstruction (per foot of frontage) Residential Zones (Bituminous)	$41.15	$40.06
Alley Reconstruction (per foot of frontage) Downtown Commercial Zones (Concrete)	$121.91	$118.71
Street Resurfacing per foot of frontage (as an alternative to Rehabilitation at Owner's Request)		
Street Resurfacing Residential Zones	$36.29	$35.34
Street Resurfacing Commercial/Industrial Zones	$54.43	$53.00
Street Resurfacing CBD/CDC Zones	$54.43	$53.00
Sidewalk/Approach/Pedestrian Ramp		

Sidewalk 4" Concrete (per SF)	$16.08	$15.66
Sidewalk 5" Concrete (per SF)	$17.76	$17.29
Sidewalk 6" Concrete (per SF)	$21.11	$20.55
Sidewalk 7" Concrete (per SF)	$26.12	$25.43
Approach 3" Bituminous Driveway (per SF)	$11.07	$10.78
Approach 6" Concrete Driveway (per SF)	$12.56	$12.23
Approach 7" Concrete Driveway (per SF)	$13.82	$13.45
Concrete Removal (per SF)	$2.64	$2.57
Concrete Curb & Gutter Removal of Existing (per lineal foot)	$21.09	$20.54
Concrete Curb & Gutter B or D Style Concrete Curb (per lineal foot)	$58.50	$56.96
Concrete Curb & Gutter Blacktop and Backfill Restoration (per lineal foot)	$10.55	$10.27
Restoration of Concrete Work (backfill with dirt, apply seed) (per SF)	$3.69	$3.59
Pedestrian Ramps		
Pedestrian Ramp (Standard Intersection Combined Directional)	$5,093.78	$4,959.86
Pedestrian Ramp (Standard Intersection One-Way Directional	$2,041.84	$1,988.16
Pedestrian Ramp (Non Traditional Intersection)	Actual Cost	Actual Cost
Pedestrian Ramp Mid Block Connection 5'	$2,041.84	$1,988.16
Pedestrian Ramp Mid Block Connection Trail	$4,154.10	$4,044.89
Street Maintenance Division Fees		
Street Opening Repair (per square foot) Bituminous Patching	$250 minimum charge; $11.59 per additional square foot	$250 minimum charge; $11.59 per additional square foot
Street Opening Repair (per square foot) Concrete Street Panel Replacements	$44.22	$43.06
Mailbox Damage Reimbursement - Materials only and submission of receipt(s) required.	Up to $125.00	Up to $125.00
Seal Coating for New public Streets (sq yd)	$1.91	$1.86
Seal Coat Damage Repair (SY)	$750 minimum charge; $5.42 per additional square yard	$750 minimum charge; $5.28 per additional square yard
Manhole Coring	$300 mobilization charge plus $75 per each	$300 mobilization charge plus $75 per each
Tandem Dump Truck (FEMA #8722)	$94.94; plus 1 Equipment Operator	$94.94; plus 1 Equipment Operator
Wheel Loader 2 CY (FEMA #8393)	$76.62; plus 1 Equipment Operator	$76.62; plus 1 Equipment Operator
Mini Excavator (FEMA #8280)	$48.97; plus 1 Equipment Operator	$48.97; plus 1 Equipment Operator
Tractor Backhoe (FEMA #8401)	$62.62; plus 1 Equipment Operator	$62.62; plus 1 Equipment Operator
Skid Loader (FEMA #8542)	$78.88; plus 1 Equipment Operator	$78.88; plus 1 Equipment Operator
Sewer Vac/Jet Truck (FEMA #8714-3)	$97.76; plus 2 Sewer Operators	$97.76; plus 2 Sewer Operators
Sewer Jet (JDE Rate)	$40.00; plus 2 Sewer Operators	$40.00; plus 2 Sewer Operators
Street Sweeper (FEMA #8157)	$184.20; plus 1 Equipment Operator	$184.20; plus 1 Equipment Operator
1-ton Pickup (FEMA #8808)	$31.81; plus 1 Equipment Operator	$31.81; plus 1 Equipment Operator
Towmaster Trailer (FEMA #8591)(JDE Rate)	$16.57; plus 1 Equipment Operator	$16.57; plus 1 Equipment Operator
Equipment Operator Hourly Rate	$54.59	$53.00
Equipment Operator Hourly Rate OT	$74.37	$72.22
Equipment Operator - Sewer Hourly Rate	$57.74	$56.05
Equipment Operator - Sewer Hourly Rate OT	$78.66	$76.37
Public Works Equipment Fees	All equipment fees will be per current year FEMA Schedule of Equipment Rates	All equipment fees will be per current year FEMA Schedule of Equipment Rates
Development Review Fee		
Document Review Fee	$131.86	$128.40
Development Charge Review Statement	$48.77	$47.49
Development Charge Review Statement (Express Review)	$73.15	$71.23
City Owner Contracts Application Fee	$150.00	$150.00
Development Agreements Application Fee	$546.00	$546.00
Supplemental Development Agreements Application Fee	$246.00	$246.00
Revocable Permits Application Fee	$246.00	$246.00
Utility Connection agreements Application Fee	$146.00	$146.00
Contribution agreements Application Fee	$146.00	$146.00

Maintenance Agreements Application Fee	$146.00	$146.00
Noise & Airspace Agreements Application Fee	$146.00	$146.00
Pedestrian Facility Agreements Application Fee	$146.00	$146.00
Assessment agreements Application Fee	$146.00	$146.00
Miscellaneous Agreements Application Fee	$146.00	$146.00
Easements Application Fee	$146.00	$146.00
Deeds Application Fee	$146.00	$146.00
Concrete Sidewalk Permit Fee - Adjustments Only (mud jacking, lifting, horizontal cutting, or grinding	$0.00	$0.00
Concrete Sidewalk Permit Fee - Replacement Only	$100.00	$100.00
Concrete Sidewalk Permit Fee - Replacement Only Re-Inspection	$100.00	$100.00
Concrete Sidewalk, Driveway Approach, Curb & Cutter or Street Panel Patching Permit Fee - New	$100.00	$100.00
Concrete Sidewalk, Driveway Approach, Curb & Cutter or Street Panel Patching Permit Fee - Re-Inspection	$100.00	$100.00
Asphalt Driveway Approach or Street Patching Permit Fee	$25.00	$25.00
Sewer & Water Connection Permit Fee - Per Unit	$100.00	$100.00
Sewer & Water Connection Permit Fee - Re-Inspection	$100.00	$100.00
Tier 1 Obstruction Permit Fee	$25.00	$25.00
Tier 2 Obstruction Permit Fee	$100.00	$100.00
Tier 2 Obstruction Permit Fee for Non-Compliant Sites	$200.00	$200.00
Obstruction Area Charge (per square foot, per day)	$0.0025	$0.0025
Traffic Oversize Vehicle Permit Fee	$25.00	$25.00
Traffic Impact Study Review Fee (per application)	$320.00	$320.00
Street Sign Fees (per square foot)	$96.12	$93.59
Traffic Delineator Temporary Removal (each)	$10.00	$10.00
Storm Water Utility Fees		
Storm Water Utility Fee (SWUF) Rate (calculation, monthly, per parcel) Equation: [Land Use Factor] x [Total Acres] x [Storm Water Utility Rate] x [CreditFactor] **Credit factor is only applicable if customer applied and qualifies for credit.	Variable (LUF x Total Acres x $22.56 x Credit Factor)	Variable (LUF x Total Acres x $22.56 x Credit Factor)
Storm Water Utility Fee (SWUF) Monthly Customer Charge (per parcel)	$5.00	$5.00
Wastewater Fees		
Wastewater Fee Sewer Charge Fixed Charge (per month)	$19.50	$19.40
Wastewater Fee Sewer Charge Quantity Charge (per ccf)	$4.35	$4.32
Wastewater Fee High Strength Surcharge Flow (per ccf)	$1.98	$1.97
Wastewater Fee High Strength Surcharge BOD (per lb)	$0.57	$0.56
Wastewater Fee High Strength Surcharge TSS (per lb)	$0.45	$0.45
Wastewater Fee High Strength Surcharge TP (per lb)	$6.24	$6.19
Wastewater Fee High Strength Surcharge NH3-N (per lb)	$2.31	$2.30
Wastewater Fee Monitoring Charge (per month)	$1,130.00	$1,100.00
Wastewater Sampling Charge (per sample)	$200.00	$200.00
Wastewater Metals Analysis Charge (per sample)	$320.00	$310.00
Wastewater Conventional Pollutants Analysis Charge (per sample)	$160.00	$160.00
Wastewater Fee Septage (per 1,000 gal)	$128.00	$127.00
Wastewater Fee Portable Toiled Waste (per 1,000 gal)	$128.00	$127.00
Wastewater Fee Fats, Oils and Grease (per 1,000 gal)	$41.00	$40.00
Wastewater Fee Residential PIF	$4,500.00	$4,350.00
Wastewater Fee Multiple Dwelling Unit PIF	$3,150.00	$3,050.00
Wastewater Fee Meter Size PIF 5/8" X 3/4" (per fixture unit)	$213.00	$206.00
Wastewater Fee Meter Size PIF 5/8" X 3/4" (based on 25 fixture units)	$6,800.00	$6,600.00
Wastewater Fee Meter Size PIF 3/4"	$8,850.00	$8,550.00
Wastewater Fee Meter Size PIF 1"	$15,700.00	$15,100.00
Wastewater Fee Meter Size PIF 1-1/2"	$27,200.00	$26,300.00
Wastewater Fee Meter Size PIF 2"	$44,200.00	$42,800.00
Wastewater Fee Meter Size PIF 3"	$154,500.00	$149,400.00
Wastewater Fee Industrial Discharge Permit PIF Flow (per ccf per day)	$7,480.00	$7,230.00
Wastewater Fee Industrial Discharge Permit PIF BOD (per lb per day)	$2,410.00	$2,330.00
Wastewater Fee Industrial Discharge Permit PIF TSS (per lb per day)	$1,140.00	$1,100.00
Wastewater Fee Industrial Discharge Permit PIF TP (per lb per day)	$31,770.00	$30,710.00
Wastewater Fee Industrial Discharge Permit PIF NH3-N (per lb per day)	$12,590.00	$12,170.00
Wastewater Industrial Discharge Permit Application	$100.00	$100.00
Miscellaneous		
Public EV Charging Fee	$.17/kWh + $5.00 hourly idle fee	$.17/kWh + $5.00 hourly idle fee
Transit and Parking		
Service	**2027 Fee**	**2026 Fee**
Zips Tickets:		
Singe Ride Fare	$3.00	$3.00
5 Ride Ticket	$15.00	$15.00
10 Ride Ticket	$30.00	$30.00
Bus Passes:		

Single Ride:		
Adult	$2.00	$2.00
Youth	$1.00	$1.00
Reduced Fares	$1.00	$1.00
5 and Under	Free	Free
10 Ride Ticket:		
Adult	$16.00	$16.00
Youth	$8.00	$8.00
Reduced Fares	$8.00	$8.00
20 Ride Ticket (Adult)	$26.00	$26.00
Students:		
90 Day	$60.00	$60.00
120 Day	$80.00	$80.00
150 Day	$100.00	$100.00
Other Fares:		
31 Day Unlimited	$42.00	$42.00
Annual Unlimited	$480.00	$480.00
Annual/10% Employee Program	$432.00	$432.00
Transfers	Free - One per trip	Free - One per trip
Veteran's Fares	Free for disabled veterans	Free for disabled veterans
Parking:		
Center Street Ramp - Daytime Random (monthly)	$182.00	$182.00
Center Street Ramp - 24/7 Random (monthly)	$192.00	$192.00
Center Street Ramp - 24/7 Assigned Commercial (monthly)	$224.00	$224.00
First Street Ramp - Daytime Random (monthly)	$154.00	$154.00
First Street Ramp - 24/7 Random (monthly)	$168.00	$168.00
First Street Ramp - 24/7 Assigned Commercial (monthly)	$224.00	$224.00
Second Street Ramp - Daytime Random (monthly)	$154.00	$154.00
Second Street Ramp - 24/7 Random (monthly)	$168.00	$168.00
Second Street Ramp - 24/7 Assigned (monthly)	$173.00	$173.00
Second Street Ramp - 24/7 Assigned Commercial (monthly)	$224.00	$224.00
Third Street Ramp - Daytime Random (monthly)	$154.00	$154.00
Third Street Ramp - 24/7 Random (monthly)	$168.00	$168.00
Third Street Ramp - 24/7 Assigned Commercial (monthly)	$224.00	$224.00
Third Street Ramp - Bicycle Locker (annual)	$85.00	$85.00
Civic Center Ramp - Rooftop (monthly)	$145.00	$145.00
Civic Center Ramp - Flex (monthly)	$140.00	$140.00
Civic Center Ramp - 24/7 Assigned Commercial (monthly)	$224.00	$224.00
Ramp 6 - Daytime Random (monthly)	$154.00	$154.00
Ramp 6 - 24/7 Random (monthly)	$168.00	$168.00
Ramp 6 - Bicycle Locker (annual)	$85.00	$85.00
Armory Lot (hourly)	$1.00	$1.00
Civic Center North Lot - Oversize Vehicle (daily)	$12.00	$12.00
Civic Center North Lot (hourly)	$0.50	$0.50
Civic Center South Lot (monthly)	$80.00	$80.00
Civic Center South Lot (hourly)	$0.50	$0.50
Government Center Main Lot (hourly)	$1.00	$1.00
Government Center South Lot (hourly)	$0.50	$0.50
Power Plant Lot (monthly)	$72.00	$72.00
Power Plant Lot - Oversize Vehicle (daily)	$12.00	$12.00
Zumbro Market Lot (monthly)	$152.00	$152.00
Zumbro Market Lot (hourly, 2-hour max)	$2.50	$2.50
~~Alley - Henderson (monthly)~~	~~$35.00~~	~~$35.00~~
~~Alley - Murakami (monthly)~~	~~$70.00~~	~~$70.00~~
Parking Access Card Fee	$20.00	$20.00
Parking Ramp Broken Gate Fee	$125.00	$125.00
Weekend Meter Bag Administrative Fee - per meter	$3.00	$3.00
Time Limited Meter Bag Fee - per space per day	$13.00	$13.00
No Time Limit Meter Bag Fee - per space per day	$3.00	$3.00
3 Hour Parking Meter - per hour	$2.00	$2.00
No Time Limit Parking Meter - per hour	$0.50	$0.50
Residential or Business Parking Permit (annual)	$33.00	$33.00
Temporary Permit	$10.00	$10.00
Developer Parking Agreement Fee (monthly)	$266.00	$266.00
Parking Ramps - Transient:		
1 hour or less	$0.00	$0.00
1 - 1.5 hours	$2.00	$2.00
1.5 - 2 hours	$3.00	$3.00
2 - 2.5 hours	$4.00	$4.00
2.5 - 3 hours	$5.00	$5.00
3 - 3.5 hours	$6.00	$6.00
3.5 - 4 hours	$7.00	$7.00

4 - 4.5 hours	$8.00	$8.00
4.5 - 5 hours	$10.00	$10.00
5 - 5.5 hours	$12.00	$12.00
5.5 - 6 hours	$14.00	$14.00
6 - 12 hours	$16.00	$16.00
12+ hours	$18.00	$18.00
Hotel Overnight	$10.00	$10.00
Convention Overnight	$8.00	$8.00
Superconvention Overnight	$4.00	$4.00
Jehovah's Witness Conventions (daily)	$2.78	$2.66
Parking Tickets:		
1st Late Fee	$5.00	$5.00
2nd Late Fee	$5.00	$5.00
Final Late Fee	$15.00	$15.00
Parking Ticket - Expired Meter	$28.00	$28.00
Parking Ticket - On-Street Violation	$35.00	$35.00
Parking Ticket - Fire Hydrants	$41.00	$41.00
Parking Ticket - Expired Registration	$53.00	$53.00
Parking Ticket - Snow Emergency	$112.00	$112.00
Parking Ticket - Accessible Parking	$197.00	$197.00
Community Development Building Division		
Service	**2027 Fee**	**2026 Fee**
Construction Related Fees		
Building Permit Fees		
Total Valuation: $1.00 to $500.00	$25.00	$25.00
Total Valuation: $501.00 to $2,000.00		
First $500	$25.00	$25.00
Per each additional $100	$2.00	$2.00
Total Valuation: $2,001.00 to $25,000.00		
First $2,000	$55.00	$55.00
Per each additional $1,000	$9.00	$9.00
Total Valuation: $25,001.00 to $50,000.00		
First $25,000	$262.00	$262.00
Per each additional $1,000	$6.50	$6.50
Total Valuation: $50,001.00 to $100,000.00		
First $50,000	$424.50	$424.50
Per each additional $1,000	$4.50	$4.50
Total Valuation: $100,001.00 to $500,000.00		
First $100,000	$649.50	$649.50
Per each additional $1,000	$3.50	$3.50
Total Valuation: $500,001.00 to $1,000,000.00		
First $500,000	$2,049.50	$2,049.50
Per each additional $1,000	$3.00	$3.00
Total Valuation: $1,000,001.00 and up		
First $1,000,000	$3,549.50	$3,549.50
Per each additional $1,000	$2.00	$2.00
Building Plan Review Fees (percent of building permit fee)		
For structures permitted under the International Residential Code (IRC)	65%	65%
For all other structures	65%	65%
Building Plan Review Fees - Master Plan (percent of building permit fee)		
For similar plans based on an approved master plan	25%	25%
For all other structures	25%	25%
Residential Building Re-Roofing-No Plan Review Fee	$100.00	$100.00
Residential Building Re-Siding	$100.00	$100.00
Administrative Fee	$90.00	$90.00
Windows and Doors Replacement		
1 to 3 units (Windows/Doors)	$130.00	$130.00
4 to 10 units (Windows/Doors)	$175.00	$175.00
11+ units (Windows/Doors)	$220.00	$220.00
Trade Permits		
Application Fee	$25.00	$25.00
Administrative Fee	$90.00	$90.00
Permit Fee		
Valuation of work: $1.00 to $500.00	$0.00	$0.00

Valuation of work: $501.00 to $1,000	$10.00	$10.00
Valuation of work: $1,001 and up (per each additional $1,000)	$10.00	$10.00
Appliance Permits		
Water Heater (Atmospheric minimum valuation $1200)	$45.60	$45.60
Water Heater (Power Vent minimum valuation $1600)	$45.80	$45.80
Water Heater (Electric minimum valuation $1600)	$45.80	$45.80
Air Conditioner Only (minimum valuation $2500)	$56.25	$56.25
Furnace Only (minimum valuation $5000)	$77.50	$77.50
Furnace & Air Conditioner (minimum valuation $7000)	$98.50	$98.50
General Permit Fee (Trade, Building, & Appliance)		
Inspections outside normal business hours (per hour, min 2 hour)	$75.00	$75.00
Re-Inspections (per hour, min 1 hour)	$75.00	$75.00
Inspections for which no fee is specifically indicated (per hour, min 1 hour)	$75.00	$75.00
Additional Plan Review (per hour, min 1 hour)	$75.00	$75.00
Working Without a Permit Fee - 1st	$100.00	$100.00
Working Without a Permit Fee - 2nd	$150.00	$150.00
Working Without a Permit Fee - 3rd	$200.00	$200.00
Residential Footing/Foundation Permit	$100.00	$100.00
Rental Property Related Fees		
Rental Property Registration Certificate Fees (each building)	$68.00	$66.00
Rental Property Registration Certificate Fees (per unit)	$20.00	$20.00
Rental Certificate Transfer Fee	$20.00	$20.00
Registration Certificate Late Fees (up to 30 days past due)	$30.00	$30.00
Registration Certificate Late Fees (31-60 days past due)	$50.00	$50.00
Registration Certificate Late Fees (beyond 60 days past due)	$50.00	$50.00
Missed Appointment Fee	$75.00	$75.00
Re-Inspection Fee	Properties with 1-4 units re-inspected – $75 Properties with 5-12 units re-inspected – $100 Properties with 12+ units re-inspected– $125	Properties with 1-4 units re-inspected – $75 Properties with 5-12 units re-inspected – $100 Properties with 12+ units re-inspected– $125
Administrative Fine Fee	$90.00	$90.00
Re-instatement Fee (First Unit)	$100.00	$100.00
Re-instatement Fee (Each Additional Unit)	$20.00	$20.00
Renting without a certificate	For new use customers that have no other rental units 1. First occurrence written warning 2. Second occurrence- $250.00 fee 3. Third occurrence- $500.00 fee 4. Fourth occurrence- City attorney and up to 1000.00 fine as RCO states For existing customers that do have existing rentals 1. First occurrence- $250.00 fee 2. Second occurrence- $500.00 fee 3. Third occurrence- City attorney and up to 1000.00 fine as RCO states	For new use customers that have no other rental units 1. First occurrence written warning 2. Second occurrence- $250.00 fee 3. Third occurrence- $500.00 fee 4. Fourth occurrence- City attorney and up to 1000.00 fine as RCO states For existing customers that do have existing rentals 1. First occurrence- $250.00 fee 2. Second occurrence- $500.00 fee 3. Third occurrence- City attorney and up to 1000.00 fine as RCO states
Late compliance fee	$100-$500	$100-$500
Certified Mail Fee	$50.00	$50.00
Housing Code Violation Fee		
Vacant building registration	$100-$500	$100-$500
Grading Plan Review Fee		
49 cubic yards or less	$0.00	$0.00
50 to 100 cubic yards	$25.00	$25.00
101 to 1,000 cubic yards	$40.00	$40.00
1,001 to 10,000 cubic yards	$50.00	$50.00
10,001 to 100,000 cubic yards		
First 10,000 cubic yards plus	$50.00	$50.00
Per each additional 1 -10,000 cubic yards	$25.00	$25.00
100,001 to 200,000 cubic yards		
First 100,000 cubic yards plus	$275.00	$275.00
Per each additional 1-10,000 cubic yards	$15.00	$15.00
200,001 cubic yards or more		
First 200,000 cubic yards plus	$410.00	$410.00

Per each additional 1-10,000 cubic yards	$10.00	$10.00
~~Zoning Permit Fee~~	~~$0.00~~	~~$0.00~~
Grading Permit Fee		
49 cubic yards or less	$0.00	$0.00
50 to 100 cubic yards	$40.00	$40.00
101 to 1,000 cubic yards		
First 100 cubic yards plus	$40.00	$40.00
Per each additional 1-100 cubic yards	$18.00	$18.00
1,001 to 10,000 cubic yards		
First 1,000 cubic yards plus	$202.00	$202.00
Per each additional 1-1,000 cubic yards	$15.00	$15.00
10,001 to 100,000 cubic yards		
First 10,000 cubic yards plus	$337.00	$337.00
Per each additional 1-10,000 cubic yards	$70.00	$70.00
100,001 cubic yards or more		
First 100,000 cubic yards plus	$967.00	$967.00
Per each additional 1-10,000 cubic yards	$40.00	$40.00
Community Development Planning and Zoning Division		
Service	**2027 Fee**	**2026 Fee**
Zoning Certificate Fees		
A. Residential Uses (Values of improvement building, grading, etc., according to the following schedule)		
$1 to $500 (per permit)	$31.50	$31.50
$501 to $2,000		
First $500	$31.50	$31.50
Per each additional $100	$1.89	$1.89
$2001 to $25,000		
First $2000	$59.85	$59.85
Per each additional $1,000	$3.57	$3.57
$25,001 to $50,000		
First $25,000	$141.96	$141.96
Per each additional $1,000	$2.52	$2.52
$50,001 to $100,000		
First $2000	$204.96	$204.96
Per each additional $1,000	$0.84	$0.84
$100,001 and up		
First $100,000	$246.96	$246.96
Per each additional $1,000	$0.25	$0.25
B. Multiple Family and Non-Residential Uses: (Values of improvement building, grading, etc., according to the following schedule)		
$1 to $500 (per permit)	$31.50	$31.50
$501 to $2,000		
First $500	$31.50	$31.50
Per each additional $100	$2.42	$2.42
$2001 to $25,000		
First $2000	$67.73	$67.73
Per each additional $1,000	$5.04	$5.04
$25,001 to $50,000		
First $25,000	$183.65	$183.65
Per each additional $1,000	$2.21	$2.21
$50,001 to $100,000		
First $2000	$238.77	$238.77
Per each additional $1,000	$1.47	$1.47
$100,001 and up		
First $100,000	$312.27	$312.27
Per each additional $1,000	$0.25	$0.25
C. Double Fee:	When the building construction or remodeling has occurred prior to issuing of the zoning certificate, a double fee maybe imposed.	When the building construction or remodeling has occurred prior to issuing of the zoning certificate, a double fee maybe imposed.
Wetland Fees		
Exemption Determination	$300.00	$300.00
No-Loss Determination	$260.00	$260.00
Delineation Review		
1 acre or less	$410.00	$410.00
1-10 acres	$900.00	$900.00
11+ acres	$1,290.00	$1,290.00
Replacement Plan		
1 acre or less	$780.00	$780.00
1-10 acres	$1,670.00	$1,670.00
11+ acres	$2,470.00	$2,470.00
Sequencing Plan	$760.00	$760.00
Appeal	$460.00	$460.00

Banking Plan		
1 acre or less	$780.00	$780.00
1-10 acres	$1,670.00	$1,670.00
11+ acres	$2,470.00	$2,470.00
Annual Monitoring Report	$132.00	$132.00
Other Permits (fee based on per application where applicable)		
Staff authorized Zoning Certificate	$35.00	$35.00
Sign Permit	Use non-res Z Cert	Use non-res Z Cert
Billboard (new & sign credit)	$255.00	$255.00
Grading Permit (Zoning Certificate)	$255.00	$255.00
Rental Housing Certificate	$45.00	$45.00
Zoning Compliance Letter	$140 Single Family, $210 Other	$140 Single Family, $210 Other
Environmental Worksheet	$2,235.00	$2,235.00
Environmental Impact Statement	To be determined on contract basis	To be determined on contract basis
Demolition Permit	Use non-res Z Cert	Use non-res Z Cert
Temporary Permit	$120.00	$120.00
Certificate of Appropriateness - Minor Alterations	No Fee	No Fee
Certificate of Appropriateness - Major Alterations	No Fee	No Fee
Designation or Removal of Landmark Property or Landmark District	No Fee	No Fee
Development Application Fees (fee based on per application where applicable)		
Incentive Development	$2,330.00	$2,325.00
General Development Plan	$1,210.00	$1,205.00
Site Development Plan	$660.00	$655.00
Site Development Plan Amendment	$410.00	$405.00
Lot Line Readjustment	$745.00	$740.00
Minor Modification	$230.00	$225.00
Floodplain Development Permit	$660.00	$655.00
Minor Land Subdivision Permit	$1,520 per application, $40 per lot	$1,515 per application, $35 per lot
Conditional Use Permit Approved by Planning Commission	$1,500.00	$1,495.00
Shoreland Protection Permit	$1,500.00	$1,495.00
Variance	Residential Use: $765 Non Residential/Multi Family Use: $1,520	Residential Use: $760 Non Residential/Multi Family Use: $1,515
Major Land Subdivision Permit	$2,120 per application, $40 per lot	$2,115 per application, $35 per lot
Final Plat	$1,520 per application, $40 per lot	$1,515 per application, $35 per lot
Rezoning (Official Zoning Map Amendement)	$2,330.00	$2,325.00
Major Modification	$1,500.00	$1,495.00
Annexation of Land	$1,520.00	$1,515.00
Vacation	Utility $765 per application, ROW $1,540 per application	Utility $760 per application, ROW $1,535 per application
UDC Text Amendment	$1,210.00	$1,205.00
Interim Use Permit	$2,330.00	$2,325.00
Home Occupation	$285.00	$280.00
CUP & GDP Amendment (Staff level)	$850.00	$845.00
Appeal	$390.00	$385.00
Comprehensive Plan Adoption or Amendment (LUPA)	$2,340.00	$2,335.00
Growth Management Map Amendment	$2,340.00	$2,335.00
Official Map Adoption	No Fee	No Fee
Distinctive Development	$2,330.00	$2,325.00
Conditional Use Permit Approved by City Council	$2,330.00	$2,325.00
Public Notice (per notification)	$130.00	$125.00
Tax Increment Financing Application Fee (TIF)	$8,000.00	$8,000.00
Fire		
Service	**2027 Fee**	**2026 Fee**
Permit Application Fee	$75.00	$75.00
Fire Code Specified Operational Permit	$75.00	$75.00
Fire Protection System Construction/Modification Permit	3.0% of the system cost with a minimum of $75.00	3.0% of the system cost with a minimum of $75.00
Work without a Permit Special Inspection	An inspection fee for work without a fire department construction permit shall be assessed in the amount equal to the normal fire department construction fee.	An inspection fee for work without a fire department construction permit shall be assessed in the amount equal to the normal fire department construction fee.
Violation Notice Re-Inspection	$150.00	$150.00
Fire Protection Equipment Maintenance Administrative Fee	$15.00	$15.00
Authorized Burning	$300.00	$300.00
Police		
Service	**2027 Fee**	**2026 Fee**

Pawn Shop Transaction Fees (per transaction)	$1.50	$1.50
Animal Control Adoption Fees	$50.00	$50.00
Animal Control Impound Fees	$55.00	$55.00
Animal Control Boarding Fee (per day)	$35.00	$35.00
Animal Control Other Fees		
Owner Release with current shots	$35.00	$35.00
Owner Release without current shots or Owner release unaltered	$75.00	$75.00
Animal Control Fees for Townships		
Dangerous Dog Callout (per hour, 2 hr. minimum)	$50.00	$50.00
Vehicle Usage Fee	$25.00	$25.00
Impound Fee	$55.00	$55.00
Daily Boarding Fee	$35.00	$35.00
Owner Release Fee	$75.00	$75.00
Copies or Transmission of Electronic Records		
State Accident Reports	$0.00	$0.00
Public Reports (less than 4 pages)	$0.00	$0.00
Public Reports (4-100, per pages, per page	$0.25	$0.25
Public Reports (over 100 pages)	$30/hr. (min of 1/4 hr. increment) = research/compilation + cost of media + cost of mailing	$30/hr. (min of 1/4 hr. increment) = research/compilation + cost of media + cost of mailing
Digital photos-email or CD (per case)	$10.00	$10.00
Digital audio-email or CD (per case)	$10.00	$10.00
Digital video-email or CD (per case)	$10.00	$10.00
Body Cam (per case)	$30.00	$30.00
911 Transcript	$30/hr. (min of 1/4 hr. increment) = transcription + cost of media (if any) + cost of mailing	$30/hr. (min of 1/4 hr. increment) = transcription + cost of media (if any) + cost of mailing
Background Checks (per name checked)	$7.50	$7.50
Calls for Service Summaries (per six months)	$7.50	$7.50
Parks and Recreation (Adopted by Park Board and Incorporated for Reference)		
Service	**2027 Fee**	**2026 Fee**
Golf Division		
Season Pass Fees (tax NOT included)	**x**	
Adult Regular Season	$1,292	$1,255
Senior Regular Season	$1,130	$1,097
Adult Couple Regular Season	$1,780	$1,728
Family Regular Season (all members of same family in same household, juniors age 18 and under)	$1,942	$1,886
Senior Couple Regular Season (no grandchildren)	$1,666	$1,618
Futures Regular Season (ages 19 to 25)	$569	$552
Young Adult Regular Season (ages 26 to 30)	$878	$852
Young Adult Couple Regular Season (both must be under age 30)	$1,219	$1,184
Junior Regular Season (to age 18, all 4 golf courses)	$293	$284
Patron Card Regular Season (25% off green fees)	$122	$118
Hadley Creek Adult Regular Season	$642	$623
Hadley Creek Family Regular Season	$1,130	$1,097
Private Golf Car Fee Regular Season	$493	$493
Hadley Creek Private Golf Car Fee Regular Season	$235	$235
Daily Fees (tax included)		
9 Hole Green Fee	$24	$24
9 Hole Senior Green Fee	$22	$21
9 Hole Patron Green Fee	$18	$18
9 Hole Junior Green Fee (to age 18)	$13	$12
9 Hole Senior Patron Green Fee	$16	$16
18 Hole Green Fee	$41	$40
18 Hole Senior Green Fee	$36	$35
18 Hole Patron Green Fee	$31	$30
18 Hole Junior Green Fee (to age 18)	$25	$25
18 Hole Senior Patron Green Fee	$27	$26
2nd 9 Hole Green Fee	$17	$16
2nd 9 Hole Senior Green Fee	$14	$14
2nd 9 Hole Patron Green Fee	$12	$12
2nd 9 Hole Senior Patron Green Fee	$11	$10
Daily Special Combo (Green Fee+Cart for 2 people)	$72	$72
Cross Country Fee	$1,250	$1,200
Cart Fees (tax included)		
18 Hole Any Day (Per rider)	$17	$17
9 Hole Any Day (Per rider)	$11	$11
18 Hole Senior Any Day (Per rider)	$14	$14

9 Hole Senior Any Day (Per rider)	$11	$11
Hadley Creek Golf Learning Center		
Daily Fees (tax included)		
Bucket of Balls - Small	$7.00	$6.00
Medium	$10.00	$9.00
9 Hole Green Fee	$16.56	$16.08
9 Hole Patron Green Fee	$10.19	$9.90
9 Hole Junior Green Fee	$10.19	$9.90
First Tee Player	$8.00	$7.00
2nd 9 Hole Green Fee	$11.47	$11.13
2nd 9 Hole Patron Green Fee	$8.60	$8.35
9 Cart	$17.00	$17.00
Pull Cart	$4.00	$4.00
Rental Clubs	$5.00	$5.00
Other (All Facilities)		
Golf Lessons (tax included)	$25.00-$200.00	$25.00-$200.00
Forestry Division		
Commercial Tree License	$80.00	$80.00
Park Disturbance Permit	$50.00	$50.00
Boulevard Tree Planting Fee (per tree)	$50.00	$50.00
Garden Plots	$45.00	$35.00
Canopy Loss Fee (per diameter inch)	$335.00	$320.00
Park Division		
Picnic Shelter Reservations (tax NOT included)		
Level Premier - Cascade Lakeside (Friday-Sunday)	$1,250.00	$1,000.00
Cascade Lakeside (Monday-Thursday)	$600.00	$500.00
Level I - Bear Creek Park (300 persons)	$400.00	$350.00
Essex Park (300 persons)	$400.00	$350.00
West Silver Lake (100 persons)	$400.00	$350.00
Cascade Amphitheater (300 persons) *Higher attendance is an event that is calculated separately	$400.00	$350.00
Silver Lake Three Links (100 persons, per 4 hours)	$300.00	$250.00
Level II - Cook, Slatterly, East Silver Lake, Soldiers Field, Quarry Hill Parks (125 persons)	$300.00	$250.00
Level III - Central, Eastwood, Foster-Arend, Kutzky, Rev. Dr. Martin Luther King, Jr., Watson, Cascade Pavillion Parks (50 Persons)	$200.00	$150.00
Silver Lake Station Main Floor Rental (per hour)	$35.00	$25.00
~~Monthly Rental to Rochester Rowing Club~~	~~$400.00~~	~~$400.00~~
Open Space Field Reservation (per 2.5 hours, approx. 200 x 300)	$50.00	$40.00
Administrative Fee	$40.00	$30.00
Park Disturbance Fee	$50.00	$50.00
Key Deposit	$50.00	$50.00
Field Reservations (tax NOT included)	*Youth teams paying the field maintenance fee will not be charged a rental fee except on select fields.	*Youth teams paying the field maintenance fee will not be charged a rental fee except on select fields.
Player Maintenance Fee - Youth (per player)	$18.00	$16.00
Mayo Field - Adults (per game)	$175.00	$175.00
Mayo Field - Youth (per game)	$100.00	$100.00
Hudson Field - Adults (per game)	$150.00	$150.00
Hudson Field - Youth (per game)	$75.00	$75.00
McQuillan - Adults (per game, per field)	$50.00	$50.00
McQuillan - Youth (per game*)	$25.00	$25.00
McQuillan Complex (per day, all fields)	$750.00	$750.00
Church League (per game)	$40.00	$40.00
Soldiers Field - Adults (per game)	$50.00	$50.00
Soldiers Field - Youth (per game*)	$25.00	$25.00
Youth Fastpitch Complex (per day, 5 fields for tournaments)	$750.00	$750.00
RBC Baseball Fields #1-#4 - Adults (per game)	$150.00	$150.00
RBC Baseball Fields #1-#4 - Youth (per game*)	$75.00	$75.00
RBC Baseball Fields #5 & #6 - Adults (per game)	$75.00	$75.00
RBC Baseball Fields #5 & #6 - Youth (per game*)	$40.00	$40.00
Watson Fields (per game)	$50.00	$50.00
Watson Complex (per day, 4 fields for tournaments)	$500.00	$500.00
General Ball Diamonds & Sports Fields (per game)	$40.00	$40.00
Field Prep - Drag Field	$75.00	$75.00
Field Prep - Line Field (Fees include field dragging Monday-Friday)	$45.00	$45.00
Field Prep - Move Bases (Fees include field dragging Monday-Friday)	$75.00	$75.00

Field Prep - Clean Grandstand & Restrooms at Mayo Field (Fees include field dragging Monday-Friday)	$600.00	$600.00
Sand Volleyball (per game, per court)	$40.00	$40.00
Court Prep - Drag Field	$35.00	$35.00
Soldiers Field Soccer/Football - Adults (per game, 2 hour events)	$75.00	$75.00
Soldiers Field Soccer/Football - Youth (per game*)	$40.00	$40.00
Fuad Mansour Soccer - Adults (per game)	$75.00	$75.00
Watson Soccer (per game)	$75.00	$75.00
Withers Soccer (per game)	$75.00	$75.00
Silver Lake Soccer (per game, 2 hour events)	$50.00	$50.00
Southern Woods Soccer (per game, lining extra)	$50.00	$50.00
MLK Soccer (per game, lining extra)	$50.00	$50.00
Fuad Mansour Soccer - Schools (per game*)	$40.00	$40.00
Watson Soccer		
Withers Soccer		
Field Prep - Paint Field (Hourly)	$55.00	$50.00
UCR Football Fields - Adult (per game)	$75.00	$75.00
UCR Football Fields - Schools (per game*)	$40.00	$40.00
Field Prep - Paint Field (Hourly)	$55.00	$50.00
Fuad Mansour Soccer Complex (per day, 6 fields)	$750.00	$750.00
Watson Soccer Complex (per day, 6 fields)	$600.00	$600.00
Withers Soccer Complex (per day, 3 fields)	$500.00	$500.00
Park Labor Rates		
Regular Hours Monday - Friday (per hour)	$55.00	$50.00
Overtime (per hour)	$75.00	$70.00
Park Furniture & Miscellaneous (for use in Parks Facilities or City Sponsored Event, tax NOT included)		
Highway Bleacher (per bleacher, per event)	Not Rented	$500.00
Speedy Bleacher (per event)	Not Rented	$500.00
Portable Bleacher (per bleacher, per event)	Not Rented	$100.00
Showmobile (per day, Includes set up, removal & 8 non-OT hours of P&R staff coverage, P&R staff OT coverage is additional at identified rates)	Not Rented	Not Rented
Diamond Dry (per bag)	$14.00	$14.00
Powdered Marble (per bag)	$10.00	$10.00
Paint (per bag)	$10.00	$10.00
National Volleyball Center		
Court Rental Volleyball Hourly (plus tax)	$31.00	$31.00
Court Rental Volleyball Daily (plus tax)	$270.00	$270.00
Court Rental Basketball Hourly (plus tax)	$54.00	$54.00
Open Volleyball		
Adult Daily Fee	$6.00	$6.00
Student Daily Fee	$6.00	$6.00
Adult Punch Card	$60.00	$60.00
Student Punch Card	$60.00	$60.00
Programs		
NVC Playday	$120.00	$120.00
Officiated	$170.00	$170.00
Unofficiated	$125.00	$125.00
NVC Summer HS League	$300.00	$300.00
Graham Arena Complex		
Open Hockey - Youth	$6.00	$6.00
Open Hockey - Adult	$7.00	$7.00
Ice Rental		
Hockey or Private Skating (plus tax)	$215.00	$210.00
Building Rental - Show Rental		
Arena One	$2,700.00	$2,500.00
Arena Two	$2,500.00	$2,300.00
Arena Three	$2,500.00	$2,300.00
~~Rental of 2 buildings~~	~~10% Discount~~	~~10% Discount~~
~~Rental of 3 buildings~~	~~15% Discount~~	~~15% Discount~~
Recreation Division		
Pools		
Soldiers Field Aquatics		
Adult Daily Fee	$11.00	$11.00
Youth Daily Fee	$9.00	$9.00
Punch Pass/Discount Tickets	$7.50	$7.50
Silver Lake Pool		
Adult Daily Fee	$7.00	$7.00
Youth Daily Fee	$5.00	$5.00
Punch Pass/Discount Tickets	$3.50	$3.50
~~Discount Tickets (each)~~	~~$3.20~~	~~$3.20~~

Swimming Pool Rental (per hour)	$150.00	$150.00
Pipsqueaks Indoor Playground		
Youth Daily Fee	$3.00	$3.00
Party (plus tax, 3-hour block)	$100.00	$100.00
Adult Team Sports Fees		
Summer Softball	$440.00	$430.00
Fall Softball	$220.00	$210.00
Summer Sand Volleyball	$245.00	$235.00
Fall Volleyball	$355.00	$345.00
Winter Volleyball	$355.00	$345.00
Spring Volleyball	$355.00	$345.00
Touch Football	$290.00	$280.00
Basketball	$510.00	$500.00
Broomball	$315.00	$305.00
Kickball	$190.00	$180.00
Dodgeball	$230.00	$220.00
AccessAble Recreation		
Adult Programs Ages 18+ (per day)	$10.00-$20.00	$10.00-$20.00
Youth Programs Ages 3-17 (per day, dependent on staffing needs)	$15.00-$30.00	$15.00-$30.00
Summer Camps (per session, dependent on staffing needs)	$350.00-$800.00	$350.00-$800.00
Recreation Center		
Per Session Fees		
Adult Pool	$7.00	$7.00
Youth Pool	$7.00	$7.00
Adult Gym	$7.00	$7.00
Youth Gym	$7.00	$7.00
Adult Skate	$7.00	$7.00
Youth Skate	$7.00	$7.00
Yearly/6 Month/3 Month Memberships		
Family Yearly	$425.00	$425.00
Family 6 Months	$275.00	$275.00
Family 3 Months	$150.00	$150.00
Adult Yearly	$195.00	$195.00
Adult 6 Months	$115.00	$115.00
Adult 3 Months	$65.00	$65.00
Senior Citizen Yearly	$160.00	$160.00
Senior Citizen 6 Months	$105.00	$105.00
Senior Citizen 3 Months	$60.00	$60.00
Youth Yearly (18 & under)	$140.00	$140.00
Youth 6 Months (18 & under)	$95.00	$95.00
Youth 3 Months (18 & under)	$50.00	$50.00
Pickleball		
1 Month	$30.00	$30.00
Per Session	$7.00	$7.00
Facility Rental		
50 M Pool (per hour, plus tax, includes Lifeguard fee)	$200.00	$200.00
50 M Pool Full Day Meet Rate (Gym included in full day rate)	$2,200.00	$2,200.00
50 M Pool Half Day Meet Rate (Gym extra in half day rate)	$1,500.00	$1,500.00
~~50 M Pool Hourly~~	~~$150.00~~	~~$150.00~~
Teaching/Warm Up Pool (per hour, plus tax)	$125.00	$125.00
Teaching/Warm Up Pool Half Day	$350.00	$350.00
Teaching/Warm Up Pool Full Day	$700.00	$700.00
Pool Lane Charge Short Course (per hour, plus tax)	$9.00	$9.00
Pool Lane Charge Long Course (per hour, plus tax)	$18.00	$18.00
Gymnasium (per hour, plus tax)	$50.00	$50.00
Gymnasium RAPA (per hour, plus tax)	$40.00	$40.00
Gymnasium 125 Live (per hour, plus tax)	$20.00	$20.00
~~Daily Gym Rental~~	~~$150.00~~	~~$150.00~~
RFSC Gym Rental (per hour)	$15.00	$15.00
Ice Standard Fee (per hour, plus tax)	$215.00	$210.00
Grizzlies Practice (per hour)	$130.00	$125.00
Grizzlies Game	$900.00	$850.00
Olmsted County Ice Fee (per hour)	$50.00	$50.00
RFSC Testing (per hour)	$130.00	$127.50
Major Users Discounted Ice		
RFSC (per hour, plus tax)	$192.50	$190.00
Meeting Room Rental		
Birthday Party Room Rental Public Package (per hour, plus tax)	$35.00	$35.00
Birthday Party Room Private Rental (per hour, plus tax)	$25.00	$25.00
Room Rental Outside User (per hour, plus tax)	$40.00	$40.00
Office Rental		
RFSC (per month)	$150.00	$150.00
Grizzlies (per month)	$250.00	$250.00
Rochester Swim Club (per month)	$250.00	$250.00

Locker Room & Storage Rental		
RFSC (per month)	$250.00	$250.00
Grizzlies (per month)	$250.00	$250.00
Skate Rental (per pair)	$3.00	$3.00
Hockey Game Maintenance		
Full Game JV and Varsity	$100.00	$100.00
Half Game JV and Varsity	$50.00	$50.00
Skate Sharpening		
Hockey or Recreational Figure Skating	$7.00	$7.00
New Skates (Never Sharpened)	$15.00	$15.00
Plummer House		
House Rent (plus tax, Friday-Saturday)	$1,050.00	$1,000.00
House & Grounds Rent (plus tax, Friday-Saturday)	$1,300.00	$1,250.00
House Rent (plus tax, Sunday-Thursday)	$800.00	$750.00
House & Grounds Rent (plus tax, Sunday-Thursday)	$1,050.00	$1,000.00
Tours (Open House)		
Adult	$15.00	$15.00
Youth	$5.00	$5.00
Tours (Private)	$15.00	$15.00
Cancellation Fee	$100.00	$100.00
Outdoor Tennis Center		
Family Season Membership (plus tax)	$170.00	$165.00
Adult Season Membership (plus tax)	$120.00	$115.00
Senior Citizen Season Membership (plus tax)	$95.00	$90.00
Youth Season Membership (plus tax)	$70.00	$65.00
Daily Court Fees (per person includes tax)	$15.00	$10.00
Library (Adopted by Library Board and Incorporated for Reference)		
Service	**2027 Fee**	**2026 Fee**
Lost/Damaged Items		
Replacement of Item	Varies: Actual Replacement Cost of Item	Varies: Actual Replacement Cost of Item
Copies/Prints		
Color per page	$0.25	$0.25
Black & White per page	$0.10	$0.10
Fax - USA/CANADA (per page)	$1.00	$1.00
Non-Resident Card	$60.00	$60.00
Out-of-State Visitor Cards (per week)	$6.00	$6.00
Airport		
Service	**2027 Fee**	**2026 Fee**
Ground Transportation Access Fees (per drop off or pick up)	$3.00	$3.00
Parking Lot		
0-60 minutes	Free	Free
1-2 Hours	$3.00	$3.00
Each additional hour	$1.00	$1.00
Day Max	$13.00	$12.00
Week Max	$78.00	$72.00
Music Department		
Service	**2027 Fee**	**2026 Fee**
Membership Fee (per year)	$0.00	$0.00
Shipping & Handling - order for request of phone order tickets mailed to non-member customers	$2.00	$2.00
Equipment Rental		
Bass Drum	$40.00	$40.00
Bells	$40.00	$40.00
Chimes	$40.00	$40.00
Gong (small)	$40.00	$40.00
Gong (large)	$70.00	$70.00
Timpani	$40.00	$40.00
Xylophone	$40.00	$40.00
Drum kit w/cymbal set	$135.00	$135.00
Roland RD600 Keyboard	$120.00	$120.00
Peavey KB/A300	$60.00	$60.00
Music Stands (set/day)	$75.00	$75.00
Music Stands (per stand/day)	$3.00	$3.00
Sheet Music/Scores		
Minimum	$25.00	$25.00
Rental - Percent of market rate charged by other rental houses for the same music	90%	90%
Rental - Percent of purchase price	50%	50%
Ticket Sales		
Discounts for tickets (per ticket)		

Group Sales Ticket Discounts are based upon number of tickets purchased: 10-24 tickets purchased	10%	10%
Group Sales Ticket Discounts are based upon number of tickets purchased: 25+ tickets purchased	10%	10%
Merchandise Sales - Flat fee to artist of 10% of the gross receipts over $100 from the sale of any such products **sold by City Staff**	10%	10%
Program Fees		
Sound School Outreach		
ISD 535	$0.00	$0.00
~~Non-Public Rochester School - discontinued offering to non-public schools~~	~~$0.00~~	~~$0.00~~
~~Out-of-town School- discountinued offering to out-of-town schools~~	~~$0.00~~	~~$0.00~~
Concession Fees (Fee for Food Truck vendor to operate at a forWARD concert)	$50.00	$50.00
Concession Fees (Fee for Food Truck vendor to operate at the 4th Fest concert)	$150.00	$150.00

City of Rochester

Schedule of Fees and Charges for Licenses, Permits, Services, and Other Charges

City Clerk				
Service	**2027 Fee**	**2026 Fee**	**2027 Fee Change from Prior Year**	**Comments**
Administrative Fines				
Hearing Fines	Variable	Variable	$0.00	
City Issued Violation not separately identified	$60.00	$60.00	$0.00	
Repeat Nuisance Service Calls (after 3)	$60.00	$60.00	$0.00	
5th Nuisance Service Call	$120.00	$120.00	$0.00	
6th Nuisance Service Call	$180.00	$180.00	$0.00	
7th Nuisance Service Call	$240.00	$240.00	$0.00	
Failure to Remove Snow & Ice from Residental Sidewalk	$40.00	$40.00	$0.00	
2nd subsequent Res. Snow violation	$60.00	$60.00	$0.00	
3rd subsequent Res. Snow violation	$120.00	$120.00	$0.00	
Failure to Remove Snow & Ice from Commercial Sidewalk	$60.00	$60.00	$0.00	
2nd subsequent Res. Snow violation	$60.00	$60.00	$0.00	
3rd subsequent Res. Snow violation	$120.00	$120.00	$0.00	
Tall Grass & Weeds Violation	$80.00	$80.00	$0.00	
2nd subsequent violation	$110.00	$110.00	$0.00	
3rd subsequent violation	$140.00	$140.00	$0.00	
Admin Fines Due to State	$60.00	$60.00	$0.00	
Expedited license processing fee	$50.00	$50.00	$0.00	
Administrative Licensing fees	$25.00	$25.00	$0.00	
Animal Licenses				
Breeder's Permit	$50 plus $100 investigation fee for new applications	$50 plus $100 investigation fee for new applications	$0.00	
Chickens (2 year license)	$40.00	$40.00	$0.00	
Duck License (2 year license)	$40.00	$40.00	$0.00	
Pigeon	$25.00	$25.00	$0.00	
Dog-Dangerous	$100.00	$100.00	$0.00	inflationary related increase of cost
Assessments				
Assessment Principal	Variable	Variable	$0.00	
Assessment Interest	Variable	Variable	$0.00	
Alcohol Licenses				
Full Intoxicating Liquor On-Sale				
Clubs				
Less than 200 Members	$300.00	$300.00	$0.00	
201-500 members	$500.00	$500.00	$0.00	
501-1,000 members	$650.00	$650.00	$0.00	
1,001-2,000 members	$800.00	$800.00	$0.00	
2,001-4,000 members	$1,000.00	$1,000.00	$0.00	
4,001-6,000 members	$2,000.00	$2,000.00	$0.00	
More than 6,000 member	$3,000.00	$3,000.00	$0.00	
Hotels	$7,600.00	$7,600.00	$0.00	
Restaurants, including Brewpubs	$5,400.00	$5,400.00	$0.00	
Exclusive On-Sale	$7,900.00	$7,900.00	$0.00	
Exclusive On-Sale/Restaurants with seating less than 30	$3,200.00	$3,200.00	$0.00	
Bowling Centers	$7,600.00	$7,600.00	$0.00	
Theaters	$7,600.00	$7,600.00	$0.00	
Non-Profit Theaters	$4,300.00	$4,300.00	$0.00	
Civic Center	$4,300.00	$4,300.00	$0.00	
Limiting Intoxicating Liquor On-Sale				
Brewer Taprooms	$630.00	$630.00	$0.00	
Cocktail Rooms	$630.00	$630.00	$0.00	
Cooking Schools	$250.00	$250.00	$0.00	
Wine On-Sale				
Restaurants, Theaters	$960.00	$960.00	$0.00	
Non-Profit Theaters	$630.00	$630.00	$0.00	
Collegiate Baseball Teams (half year)	$480.00	$480.00	$0.00	
Add Strong Beer to a Wine License	$540.00	$540.00	$0.00	
3.2 Percent Malt Liquor On-Sale				
Restaurants, Other	$540.00	$540.00	$0.00	
Brewpubs	$540.00	$540.00	$0.00	
Partial Year Sales at McQuillen Park	$270.00	$270.00	$0.00	
Consumption and Display	$300.00	$300.00	$0.00	
On-Sale License Endorsements				
Additional Bar	$1,800.00	$1,800.00	$0.00	
Special Sunday	$200.00	$200.00	$0.00	
2 a.m. Sales	$100.00	$100.00	$0.00	
Limited Entertainment Endorsement	$220.00	$220.00	$0.00	inflationary related increase of cost
General Entertainment Endorsement	$2,200.00	$2,200.00	$0.00	inflationary related increase of cost
Temporary On-Sale				
Temporary Intoxicating Liquor	$120.00	$120.00	$0.00	inflationary related increase of cost
Temporary Non-Intoxicating Malt Liquor	$60.00	$60.00	$0.00	inflationary related increase of cost
One Day Consumption and Display	$60.00	$60.00	$0.00	inflationary related increase of cost
Temporary Liquor Catering Permit	$60.00	$60.00	$0.00	inflationary related increase of cost
Temporary Expansion of Entertainment	$60.00	$60.00	$0.00	inflationary related increase of cost
Temporary Expansion of Premises	$120.00	$120.00	$0.00	inflationary related increase of cost
Off-Sale				
Exclusive Liquor Store/Off-Sale	$1,500.00	$1,500.00	$0.00	
3.2 Percent Malt Liquor/Off-Sale	$150.00	$150.00	$0.00	
Small Brewer Taproom or Brew Pub Off-Sale	$275.00	$250.00	$25.00	
Distillery Off-Sale	$275.00	$250.00	$25.00	
Other Fees				
Tranfer Fee for All License Types	$220.00	$200.00	$20.00	
Permanent Expansion of Premisis	$220.00	$200.00	$20.00	
Investigation Fees				
Additional fee for subsequent years prior to issuance	$110.00	$110.00	$0.00	inflationary related increase of cost
Intoxicating Liquor/Wine - Individual	$330.00	$330.00	$0.00	inflationary related increase of cost
Intoxicating Liquor/Wine - Partnerships	$440.00	$440.00	$0.00	inflationary related increase of cost
Intoxicating Liquor/Wine - Corporations or LLCs	$550.00	$550.00	$0.00	inflationary related increase of cost
Business License				
Escort License-Individual	$330.00	$330.00	$0.00	inflationary related increase of cost
Escort Service	$1,250.00	$1,250.00	$0.00	inflationary related increase of cost
Fireworks Sales (City Clerk Fee only)	$60.00	$60.00	$0.00	
Ice Cream Vending Vehicle	$220.00	$220.00	$0.00	inflationary related increase of cost
Massage Therapist	$112 plus $150 investigation fee	$112 plus $150 investigation fee	$0.00	
Massage Therapy Business	$220 plus $250 investigation fee	$220 plus $250 investigation fee	$0.00	
Mobile Food Units				
Mobile Food Unit License	$250.00	$250.00	$0.00	inflationary related increase of cost

Downtown Anytime Operation Zones (6 am-midnight)/per month	$0.00	$0.00	$0.00	removed to reflect increased MFU cost and to encourage use
Lunch Operation Zones (9 am-2 pm)/per month	$0.00	$0.00	$0.00	removed to reflect increased MFU cost and to encourage use
Late Night Operation Zones (9 pm-2:30 am)/per month	$0.00	$0.00	$0.00	removed to reflect increased MFU cost and to encourage use
Zone 2 (1st Ave SW south of 2nd St SW)/nightly	$0.00	$0.00	$0.00	removed to reflect increased MFU cost and to encourage use
Temporary Mobile Food Unit Permit (1- 4 days)	$30.00	$30.00	New	New License type
Outdoor Dog Permit (One-time application)	$30.00	$30.00	$0.00	inflationary related increase of cost
Pawnbrokers	$750.00	$750.00	$0.00	inflationary related increase of cost
Private Adult Dancer	$3,200.00	$3,200.00	$0.00	inflationary related increase of cost
Sidewalk Cafes/ Street Cafes / Parklets (2 year term)	$300.00	$300.00	$0.00	inflationary related increase of cost
Vending Cart (Food Cart Vending)	$375.00	$375.00	$0.00	inflationary related increase of cost
Contractor Licenses				
Heating Contractors	$125.00	$125.00	$0.00	
Master Installers	$60.00	$60.00	$0.00	
Sewers & Drains	$90.00	$90.00	$0.00	
Sidewalks-Cement	$90.00	$90.00	$0.00	
Sidewalks-Asphalt	$90.00	$90.00	$0.00	
Signs - Erect & Maintain	$90.00	$90.00	$0.00	
Tree Trimmer	$90.00	$90.00	$0.00	
Circus				
Circus Class A minimum per day	$60.00	$60.00	$0.00	
Circus Class A maximum per day	$120.00	$120.00	$0.00	
Circus Class B minimum per day	$30.00	$30.00	$0.00	
Circus Class B maximum per day	$60.00	$60.00	$0.00	
Circus Class C first day	$20.00	$20.00	$0.00	
Circus Class C each succeeding day	$10.00	$10.00	$0.00	
Circus Class D (per day)	$120.00	$120.00	$0.00	
Data Practices Charges				
Copies or Transmission of Electronic Records	Actual Cost	Actual Cost	$0.00	
Copies or Transmission of Paper Records up to 100 pages	$0.25	$0.25	$0.00	
Copies or Transmission of Paper Records over 100 pages	Actual Cost	Actual Cost	$0.00	
Gambling				
Gambling Annual	$500.00	$500.00	$0.00	
Gambling Single	$40.00	$40.00	$0.00	inflationary related increase of cost
License/Permit Renewal Late Fees				
Renewals not submitted at least 30 days before expiration	$0.00	$0.00	$0.00	
Special Event Submissions within 30 Days of event date	$25.00	$25.00	$0.00	
Renewals submitted after expiration but in the current license term	50% of license/permit fee	50% of license/permit fee	$0.00	
Transportation Licenses				
Bus (per vehicle)	$40.00	$40.00	$0.00	
Pedal Car Business Franchise	$0.00	$0.00	$0.00	
Pedal Car Driver's License	$30.00	$30.00	$0.00	
Pedal Car Business License	$60.00	$60.00	$0.00	
Public Transportation License	$200.00	$200.00	$0.00	
Public Transportation Franchise	$0.00	$0.00	$0.00	
Taxicab License (per vehicle)	$40.00	$40.00	$0.00	
Taxicab Drivers	$110.00	$110.00	$0.00	
Taxi Driver Investigation Fee	$100.00	$100.00	$0.00	
Transportation Network Company	$6,000.00	$6,000.00	$0.00	
Other Permits				
Banners - Revocable Permit	$25.00	$25.00	$0.00	
Fireworks Display (City Clerk fee only)	$60.00	$60.00	$0.00	
Golf Carts	$30.00	$30.00	$0.00	
Moving Permits - Garage	$25.00	$25.00	$0.00	
Moving Permits - House	$100.00	$100.00	$0.00	
Peddlers	$75.00	$75.00	$0.00	
Peddlers - Exempt From License	$0.00	$0.00	$0.00	
Peddlers - Rel & Char Organizations	$0.00	$0.00	$0.00	
Revocable Sign (disabled child)	$50.00	$50.00	$0.00	
Special Event / Sound Amplification	$120.00	$120.00	$0.00	inflationary related increase of cost
Per Additional Day (Special Event/ Sound Amplification)	$30.00	$30.00	$0.00	inflationary related increase of cost
Non Regulated Activities	$0.00	$0.00	$0.00	
Miscellaneous				
Election Filing Fees	$50.00	$50.00	$0.00	
Ward Maps	Variable	Variable	$0.00	
Reports, Maps, Code books	Variable	Variable	$0.00	
Photo Copies	$0.25	$0.25	$0.00	
Notary	$5.00	$5.00	$0.00	
Notary Witness Fees	$1.00	$1.00	$0.00	
Domestic partnership	$60.00	$60.00	$0.00	
Public Works				
Service	**2027 Fee**	**2026 Fee**		
Sanitary Sewer and Watermain Connection Charge per foot of frontage	$160.87	$156.64	$4.23	5-year Rolling Average of Engineering News Record Construction Cost Index
Sanitary Sewer Only per foot of frontage	$91.58	$89.17	$2.41	5-year Rolling Average of Engineering News Record Construction Cost Index
Watermain Only per foot of frontage	$81.66	$79.52	$2.14	5-year Rolling Average of Engineering News Record Construction Cost Index
Sewer or Water per Centerline Foot (through undeveloped property)	$117.94	$114.84	$3.10	5-year Rolling Average of Engineering News Record Construction Cost Index
Maximum Sewer and Water Connection Fee - per lot for any developed lot **one-half acre or less** that contains a habitable single family dwelling unit	$19,802.47	$19,281.86	$520.61	5-year Rolling Average of Engineering News Record Construction Cost Index
Sewer and Water Connection Fee - per lot plus per square foot over one-half acre and less than one and one-half acres that contain a habitable single family dwelling unit	Variable ($19,802.47 + $0.45 per sq ft)	Variable ($19,281.86 + $0.44 per sq ft)	$520.61 + $0.01/SF	5-year Rolling Average of Engineering News Record Construction Cost Index
Sewer and Water Connection Fee Cap - for lots **one and one-half acres or larger** for one habitable single family dwelling unit	$39,604.95	$38,563.73	$1,041.22	5-year Rolling Average of Engineering News Record Construction Cost Index
Sewer and Water Connection Fee - The adjusted **minimum connection fee** shall be as follows calculated based on a minimum 80.00 feet frontage	$12,869.28	$12,530.95	$338.33	5-year Rolling Average of Engineering News Record Construction Cost Index
Sewer Taps 4" pipe	$219.97	$214.19	$5.78	5-year Rolling Average of Engineering News Record Construction Cost Index
Sewer Taps 6" pipe	$307.96	$299.86	$8.10	5-year Rolling Average of Engineering News Record Construction Cost Index
Service Line Replacement Charges Water 5/8" - 1"	$1,939.47	$1,888.49	$50.98	5-year Rolling Average of Engineering News Record Construction Cost Index
Service Line Replacement Charges Water 1-1/2" - 3"	$2,426.60	$2,362.81	$63.79	5-year Rolling Average of Engineering News Record Construction Cost Index
Service Line Replacement Charges Water 4" - 6"	$2,850.30	$2,775.36	$74.94	5-year Rolling Average of Engineering News Record Construction Cost Index
Service Line Replacement Charges Water 8"-12"	$3,881.20	$3,779.17	$102.03	5-year Rolling Average of Engineering News Record Construction Cost Index

Service Line Replacement Charges Water > 12"	$4,853.19	$4,725.60	$127.59	5-year Rolling Average of Engineering News Record Construction Cost Index
Service Line Replacement Charges Sewer 4" - 6"	$1,939.47	$1,888.49	$50.98	5-year Rolling Average of Engineering News Record Construction Cost Index
Service Line Replacement Charges Sewer 8"-12"	$2,850.30	$2,775.36	$74.94	5-year Rolling Average of Engineering News Record Construction Cost Index
Service Line Replacement Charges Sewer > 12"	$3,881.20	$3,779.17	$102.03	5-year Rolling Average of Engineering News Record Construction Cost Index
Water Service Availability Fee (per developable acre)	$4,097.60	$3,759.27	$338.33	This will be finalized with RPU board approval and adoption of the entire rate tarrif schedule along with the budget on December 1, 2025
Trunk Sewer Rate charge East Zumbro Phase 1: Silver Creek (per developable acre)	$11,717.00	$11,408.96	$308.04	5-year Rolling Average of Engineering News Record Construction Cost Index
Trunk Sewer Rate charge East Zumbro Phase 1: Bear Creek (per developable acre)	$10,483.06	$10,207.46	$275.60	5-year Rolling Average of Engineering News Record Construction Cost Index
Trunk Sewer Rate charge East Zumbro Phase 1: Willow Creek (per developable acre)	$20,787.09	$20,240.59	$546.50	5-year Rolling Average of Engineering News Record Construction Cost Index
Trunk Sewer Rate charge Hadley Valley (per developable acre)	$8,445.33	$8,223.30	$222.03	5-year Rolling Average of Engineering News Record Construction Cost Index
Trunk Sewer Rate charge Kings Run (per developable acre)	$13,888.11	$13,522.98	$365.13	5-year Rolling Average of Engineering News Record Construction Cost Index
Trunk Sewer Rate charge West Zumbro (per developable acre)	$18,418.94	$17,934.71	$484.23	5-year Rolling Average of Engineering News Record Construction Cost Index
Trunk Sewer Rate charge Northwest Territory (per developable acre)	$29,639.73	$28,860.49	$779.24	5-year Rolling Average of Engineering News Record Construction Cost Index
Trunk Sewer Rate charge South Zumbro (per developable acre)	$45,813.07	$44,608.64	$1,204.43	5-year Rolling Average of Engineering News Record Construction Cost Index
Sanitary Sewer Availability Charge Downstream Capacity Improvements (per developable acre)	$1,455.05	$1,416.79	$38.26	5-year Rolling Average of Engineering News Record Construction Cost Index
Storm Water Management Plan Area Charges (SWMPAC) (per developable acre for Land Use Factor 1.0)	$4,494.09	$4,375.94	$118.15	5-year Rolling Average of Engineering News Record Construction Cost Index
Section 7 SWMPAC (per gross acre for Land Use Factor 1.0)	$2,199.74	$2,141.91	$57.83	5-year Rolling Average of Engineering News Record Construction Cost Index
NW Territories SWMPAC (per gross acre for Land Use Factor 1.0)	$3,047.86	$2,967.73	$80.13	5-year Rolling Average of Engineering News Record Construction Cost Index
Street Reconstuction Fees are all based on per foot of frontage calculations:				
Street Reconstruction Residential Zones	$136.09	$132.51	$3.58	5-year Rolling Average of Engineering News Record Construction Cost Index
Street Reconstruction Commercial/Industrial Zones	$217.74	$212.01	$5.73	5-year Rolling Average of Engineering News Record Construction Cost Index
Street Reconstruction CBD/CDC Zones	$254.03	$247.35	$6.68	5-year Rolling Average of Engineering News Record Construction Cost Index
Rehabilitation Fees per foot of frontage (as an alternative to Reconstruction at Owner's Request)				
Street Reconstruction Residential Zones	$108.87	$106.01	$2.86	5-year Rolling Average of Engineering News Record Construction Cost Index
Street Reconstruction Commercial/Industrial Zones	$176.91	$172.26	$4.65	5-year Rolling Average of Engineering News Record Construction Cost Index
Street Reconstruction CBD/CDC Zones	$204.13	$198.76	$5.37	5-year Rolling Average of Engineering News Record Construction Cost Index
Street Resurfacing per foot of frontage (as an alternative to Reconstruction at Owner's Request)				
Street Reconstruction Residential Zones	$36.29	$35.34	$0.95	5-year Rolling Average of Engineering News Record Construction Cost Index
Street Reconstruction Commercial/Industrial Zones	$54.43	$53.00	$1.43	5-year Rolling Average of Engineering News Record Construction Cost Index
Street Reconstruction CBD/CDC Zones	$54.43	$53.00	$1.43	5-year Rolling Average of Engineering News Record Construction Cost Index
Street / Alley Rehabilitation per foot				
Street Rehabilitation Residential Zones	$72.58	$70.67	$1.91	5-year Rolling Average of Engineering News Record Construction Cost Index
Street Rehabilitation Commercial/Industrial Zones	$117.94	$114.84	$3.10	5-year Rolling Average of Engineering News Record Construction Cost Index
Street Rehabilitation CBD/CDC Zones	$136.09	$132.51	$3.58	5-year Rolling Average of Engineering News Record Construction Cost Index
Alley Reconstruction (per foot of frontage) Residential Zones (Bituminous)	$41.15	$40.06	$1.09	5-year Rolling Average of Engineering News Record Construction Cost Index
Alley Reconstruction (per foot of frontage) Downtown Commercial Zones (Concrete)	$121.91	$118.71	$3.20	5-year Rolling Average of Engineering News Record Construction Cost Index
Street Resurfacing per foot of frontage (as an alternative to Rehabilitation at Owner's Request)				
Street Resurfacing Residential Zones	$36.29	$35.34	$0.95	5-year Rolling Average of Engineering News Record Construction Cost Index
Street Resurfacing Commercial/Industrial Zones	$54.43	$53.00	$1.43	5-year Rolling Average of Engineering News Record Construction Cost Index
Street Resurfacing CBD/CDC Zones	$54.43	$53.00	$1.43	5-year Rolling Average of Engineering News Record Construction Cost Index
Sidewalk/Approach/Pedestrian Ramp				
Sidewalk 4" Concrete (per SF)	$16.08	$15.66	$0.42	5-year Rolling Average of Engineering News Record Construction Cost Index
Sidewalk 5" Concrete (per SF)	$17.76	$17.29	$0.47	5-year Rolling Average of Engineering News Record Construction Cost Index
Sidewalk 6" Concrete (per SF)	$21.11	$20.55	$0.56	5-year Rolling Average of Engineering News Record Construction Cost Index
Sidewalk 7" Concrete (per SF)	$26.12	$25.43	$0.69	5-year Rolling Average of Engineering News Record Construction Cost Index
Approach 3" Bituminous Driveway (per SF)	$11.07	$10.78	$0.29	5-year Rolling Average of Engineering News Record Construction Cost Index
Approach 6" Concrete Driveway (per SF)	$12.56	$12.23	$0.33	5-year Rolling Average of Engineering News Record Construction Cost Index
Approach 7" Concrete Driveway (per SF)	$13.82	$13.45	$0.37	5-year Rolling Average of Engineering News Record Construction Cost Index
Concrete Removal (per SF)	$2.64	$2.57	$0.07	5-year Rolling Average of Engineering News Record Construction Cost Index
Concrete Curb & Gutter Removal of Existing (per lineal foot)	$21.09	$20.54	$0.55	5-year Rolling Average of Engineering News Record Construction Cost Index
Concrete Curb & Gutter B or D Style Concrete Curb (per lineal foot)	$58.50	$56.96	$1.54	5-year Rolling Average of Engineering News Record Construction Cost Index
Concrete Curb & Gutter Blacktop and Backfill Restoration (per lineal foot)	$10.55	$10.27	$0.28	5-year Rolling Average of Engineering News Record Construction Cost Index
Restoration of Concrete Work (backfill with dirt, apply seed) (per SF)	$3.69	$3.59	$0.10	5-year Rolling Average of Engineering News Record Construction Cost Index
Pedestrian Ramps				

Pedestrian Ramp (Standard Intersection Combined Directional)	$5,093.78	$4,959.86	$133.92	5-year Rolling Average of Engineering News Record Construction Cost Index
Pedestrian Ramp (Standard Intersection One-Way Directional	$2,041.84	$1,988.16	$53.68	5-year Rolling Average of Engineering News Record Construction Cost Index
Pedestrian Ramp (Non Traditional Intersection)	Actual Cost	Actual Cost	$0.00	
Pedestrian Ramp Mid Block Connection 5'	$2,041.84	$1,988.16	$53.68	5-year Rolling Average of Engineering News Record Construction Cost Index
Pedestrian Ramp Mid Block Connection Trail	$4,154.10	$4,044.89	$109.21	5-year Rolling Average of Engineering News Record Construction Cost Index
Street Maintenance Division Fees				
Street Opening Repair (per square foot) Bituminous Patching	$250 minimum charge; $11.59 per additional square foot	$250 minimum charge; $11.59 per additional square foot	$0.00	
Street Opening Repair (per square foot) Concrete Street Panel Replacements	$44.22	$43.06	$1.16	5-year Rolling Average of Engineering News Record Construction Cost Index
Mailbox Damage Reimbursement - Materials only and submission of receipt(s) required.	Up to $125.00	Up to $125.00	$0.00	
Seal Coating for New public Streets (sq yd)	$1.91	$1.86	$0.05	Based on annual bid price
Seal Coat Damage Repair (SY)	$750 minimum charge; $5.42 per additional square yard	$750 minimum charge; $5.28 per additional square yard	$0.14/SY	5-year Rolling Average of Engineering News Record Construction Cost Index
Manhole Coring	$300 mobilization charge plus $75 per each	$300 mobilization charge plus $75 per each	$0.00	
Tandem Dump Truck (FEMA #8722)	$94.94; plus 1 Equipment Operator	$94.94; plus 1 Equipment Operator	$0.00	
Wheel Loader 2 CY (FEMA #8393)	$76.62; plus 1 Equipment Operator	$76.62; plus 1 Equipment Operator	$0.00	
Mini Excavator (FEMA #8280)	$48.97; plus 1 Equipment Operator	$48.97; plus 1 Equipment Operator	$0.00	
Tractor Backhoe (FEMA #8401)	$62.62; plus 1 Equipment Operator	$62.62; plus 1 Equipment Operator	$0.00	
Skid Loader (FEMA #8542)	$78.88; plus 1 Equipment Operator	$78.88; plus 1 Equipment Operator	$0.00	
Sewer Vac/Jet Truck (FEMA #8714-3)	$97.76; plus 2 Sewer Operators	$97.76; plus 2 Sewer Operators	$0.00	
Sewer Jet (JDE Rate)	$40.00; plus 2 Sewer Operators	$40.00; plus 2 Sewer Operators	$0.00	
Street Sweeper (FEMA #8157)	$184.20; plus 1 Equipment Operator	$184.20; plus 1 Equipment Operator	$0.00	
1-ton Pickup (FEMA #8808)	$31.81; plus 1 Equipment Operator	$31.81; plus 1 Equipment Operator	$0.00	
Towmaster Trailer (FEMA #8591)(JDE Rate)	$16.57; plus 1 Equipment Operator	$16.57; plus 1 Equipment Operator	$0.00	
Equipment Operator Hourly Rate	$54.59	$53.00	$1.59	Based on bargaining agreement
Equipment Operator Hourly Rate OT	$74.37	$72.22	$2.15	Based on bargaining agreement
Equipment Operator - Sewer Hourly Rate	$57.74	$56.05	$1.69	Based on bargaining agreement
Equipment Operator - Sewer Hourly Rate OT	$78.66	$76.37	$2.29	Based on bargaining agreement
Public Works Equipment Fees	All equipment fees will be per current year FEMA Schedule of Equipment Rates	All equipment fees will be per current year FEMA Schedule of Equipment Rates	$0.00	
Development Review Fee				
Document Review Fee	$131.86	$128.40	$3.46	5-year Rolling Average of Engineering News Record Construction Cost Index
Development Charge Review Statement	$48.77	$47.49	$1.28	5-year Rolling Average of Engineering News Record Construction Cost Index
Development Charge Review Statement (Express Review)	$73.15	$71.23	$1.92	5-year Rolling Average of Engineering News Record Construction Cost Index
City Owner Contracts Application Fee	$150.00	$150.00	$0.00	
Development Agreements Application Fee	$546.00	$546.00	$0.00	
Supplemental Development Agreements Application Fee	$246.00	$246.00	$0.00	
Revocable Permits Application Fee	$246.00	$246.00	$0.00	
Utility Connection agreements Application Fee	$146.00	$146.00	$0.00	
Contribution agreements Application Fee	$146.00	$146.00	$0.00	
Maintenance Agreements Application Fee	$146.00	$146.00	$0.00	
Noise & Airspace Agreements Application Fee	$146.00	$146.00	$0.00	
Pedestrian Facility Agreements Application Fee	$146.00	$146.00	$0.00	
Assessment agreements Application Fee	$146.00	$146.00	$0.00	
Miscellaneous Agreements Application Fee	$146.00	$146.00	$0.00	
Easements Application Fee	$146.00	$146.00	$0.00	
Deeds Application Fee	$146.00	$146.00	$0.00	
Concrete Sidewalk Permit Fee - Adjustments Only (mud jacking, lifting, horizontal cutting, or grinding	$0.00	$0.00	$0.00	
Concrete Sidewalk Permit Fee - Replacement Only	$100.00	$100.00	$0.00	
Concrete Sidewalk Permit Fee - Replacement Only Re-Inspection	$100.00	$100.00	$0.00	
Concrete Sidewalk, Driveway Approach, Curb & Cutter or Street Panel Patching Permit Fee - New	$100.00	$100.00	$0.00	
Concrete Sidewalk, Driveway Approach, Curb & Cutter or Street Panel Patching Permit Fee - Re-Inspection	$100.00	$100.00	$0.00	
Asphalt Driveway Approach or Street Patching Permit Fee	$25.00	$25.00	$0.00	
Sewer & Water Connection Permit Fee - Per Unit	$100.00	$100.00	$0.00	
Sewer & Water Connection Permit Fee - Re-Inspection	$100.00	$100.00	$0.00	
Tier 1 Obstruction Permit Fee	$25.00	$25.00	$0.00	
Tier 2 Obstruction Permit Fee	$100.00	$100.00	$0.00	
Tier 2 Obstruction Permit Fee for Non-Compliant Sites	$200.00	$200.00	$0.00	
Obstruction Area Charge (per square foot, per day)	$0.0025	$0.0025	$0.00	
Traffic Oversize Vehicle Permit Fee	$25.00	$25.00	$0.00	
Traffic Impact Study Review Fee (per application)	$320.00	$320.00	$0.00	
Street Sign Fees (per square foot)	$96.12	$93.59	$2.53	5-year Rolling Average of Engineering News Record Construction Cost Index
Traffic Delineator Temporary Removal (each)	$10.00	$10.00	New	Recover expenses for removing and reinstalling delineators for lane shifts due to temporary right of way obstructions.
Storm Water Utility Fees				
Storm Water Utility Fee (SWUF) Rate (calculation, monthly, per parcel) Equation: [Land Use Factor] x [Total Acres] x [Storm Water Utility Rate] x [CreditFactor] **Credit factor is only applicable if customer applied and qualifies for credit.	Variable (LUF x Total Acres x $22.56 x Credit Factor)	Variable (LUF x Total Acres x $22.56 x Credit Factor)	$0.00	
Storm Water Utility Fee (SWUF) Monthly Customer Charge (per parcel)	$5.00	$5.00	$0.00	
Wastewater Fees				
Wastewater Fee Sewer Charge Fixed Charge (per month)	$19.50	$19.40	$0.10	Approved Resolution 2022-2027 fee table
Wastewater Fee Sewer Charge Quantity Charge (per ccf)	$4.35	$4.32	$0.03	Approved Resolution 2022-2027 fee table
Wastewater Fee High Strength Surcharge Flow (per ccf)	$1.98	$1.97	$0.01	Approved Resolution 2022-2027 fee table
Wastewater Fee High Strength Surcharge BOD (per lb)	$0.57	$0.56	$0.01	Approved Resolution 2022-2027 fee table
Wastewater Fee High Strength Surcharge TSS (per lb)	$0.45	$0.45	$0.00	Approved Resolution 2022-2027 fee table
Wastewater Fee High Strength Surcharge TP (per lb)	$6.24	$6.19	$0.05	Approved Resolution 2022-2027 fee table
Wastewater Fee High Strength Surcharge NH3-N (per lb)	$2.31	$2.30	$0.01	Approved Resolution 2022-2027 fee table
Wastewater Fee Monitoring Charge (per month)	$1,130.00	$1,100.00	$30.00	Approved Resolution 2022-2027 fee table
Wastewater Sampling Charge (per sample)	$200.00	$200.00	$0.00	Approved Resolution 2022-2027 fee table
Wastewater Metals Analysis Charge (per sample)	$320.00	$310.00	$10.00	Approved Resolution 2022-2027 fee table
Wastewater Conventional Pollutants Analysis Charge (per sample)	$160.00	$160.00	$0.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Septage (per 1,000 gal)	$128.00	$127.00	$1.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Portable Toiled Waste (per 1,000 gal)	$128.00	$127.00	$1.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Fats, Oils and Grease (per 1,000 gal)	$41.00	$40.00	$1.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Residential PIF	$4,500.00	$4,350.00	$150.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Multiple Dwelling Unit PIF	$3,150.00	$3,050.00	$100.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Meter Size PIF 5/8" X 3/4" (per fixture unit)	$213.00	$206.00	$7.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Meter Size PIF 5/8" X 3/4" (based on 25 fixture units)	$6,800.00	$6,600.00	$200.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Meter Size PIF 3/4"	$8,850.00	$8,550.00	$300.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Meter Size PIF 1"	$15,700.00	$15,100.00	$600.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Meter Size PIF 1-1/2"	$27,200.00	$26,300.00	$900.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Meter Size PIF 2"	$44,200.00	$42,800.00	$1,400.00	Approved Resolution 2022-2027 fee table

Wastewater Fee Meter Size PIF 3"	$154,500.00	$149,400.00	$5,100.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Industrial Discharge Permit PIF Flow (per ccf per day)	$7,480.00	$7,230.00	$250.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Industrial Discharge Permit PIF BOD (per lb per day)	$2,410.00	$2,330.00	$80.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Industrial Discharge Permit PIF TSS (per lb per day)	$1,140.00	$1,100.00	$40.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Industrial Discharge Permit PIF TP (per lb per day)	$31,770.00	$30,710.00	$1,060.00	Approved Resolution 2022-2027 fee table
Wastewater Fee Industrial Discharge Permit PIF NH3-N (per lb per day)	$12,590.00	$12,170.00	$420.00	Approved Resolution 2022-2027 fee table
Wastewater Industrial Discharge Permit Application	$100.00	$100.00	$0.00	
Miscellaneous				
Public EV Charging Fee	$.17/kWh + $5.00 hourly idle fee	$.17/kWh + $5.00 hourly idle fee	New	
Transit and Parking				
Service	**2027 Fee**	**2026 Fee**		
Zips Tickets:				
Singe Ride Fare	$3.00	$3.00	$0.00	
5 Ride Ticket	$15.00	$15.00	$0.00	
10 Ride Ticket	$30.00	$30.00	$0.00	
Bus Passes:				
Single Ride:				
Adult	$2.00	$2.00	$0.00	
Youth	$1.00	$1.00	$0.00	
Reduced Fares	$1.00	$1.00	$0.00	
5 and Under	Free	Free	$0.00	
10 Ride Ticket:				
Adult	$16.00	$16.00	$0.00	
Youth	$8.00	$8.00	$0.00	
Reduced Fares	$8.00	$8.00	$0.00	
20 Ride Ticket (Adult)	$26.00	$26.00	$0.00	
Students:				
90 Day	$60.00	$60.00	$0.00	
120 Day	$80.00	$80.00	$0.00	
150 Day	$100.00	$100.00	$0.00	
Other Fares:				
31 Day Unlimited	$42.00	$42.00	$0.00	
Annual Unlimited	$480.00	$480.00	$0.00	
Annual/10% Employee Program	$432.00	$432.00	$0.00	
Transfers	Free - One per trip	Free - One per trip	$0.00	
Veteran's Fares	Free for disabled veterans	Free for disabled veterans	$0.00	
Parking:				
Center Street Ramp - Daytime Random (monthly)	$182.00	$182.00	$0.00	
Center Street Ramp - 24/7 Random (monthly)	$192.00	$192.00	$0.00	
Center Street Ramp - 24/7 Assigned Commercial (monthly)	$224.00	$224.00	$0.00	
First Street Ramp - Daytime Random (monthly)	$154.00	$154.00	$0.00	
First Street Ramp - 24/7 Random (monthly)	$168.00	$168.00	$0.00	
First Street Ramp - 24/7 Assigned Commercial (monthly)	$224.00	$224.00	$0.00	
Second Street Ramp - Daytime Random (monthly)	$154.00	$154.00	$0.00	
Second Street Ramp - 24/7 Random (monthly)	$168.00	$168.00	$0.00	
Second Street Ramp - 24/7 Assigned (monthly)	$173.00	$173.00	$0.00	
Second Street Ramp - 24/7 Assigned Commercial (monthly)	$224.00	$224.00	$0.00	
Third Street Ramp - Daytime Random (monthly)	$154.00	$154.00	$0.00	
Third Street Ramp - 24/7 Random (monthly)	$168.00	$168.00	$0.00	
Third Street Ramp - 24/7 Assigned Commercial (monthly)	$224.00	$224.00	$0.00	
Third Street Ramp - Bicycle Locker (annual)	$85.00	$85.00	$0.00	
Civic Center Ramp - Rooftop (monthly)	$145.00	$145.00	$0.00	
Civic Center Ramp - Flex (monthly)	$140.00	$140.00	$0.00	
Civic Center Ramp - 24/7 Assigned Commercial (monthly)	$224.00	$224.00	$0.00	
Ramp 6 - Daytime Random (monthly)	$154.00	$154.00	$0.00	
Ramp 6 - 24/7 Random (monthly)	$168.00	$168.00	$0.00	
Ramp 6 - Bicycle Locker (annual)	$85.00	$85.00	$0.00	
Armory Lot (hourly)	$1.00	$1.00	$0.00	
Civic Center North Lot - Oversize Vehicle (daily)	$12.00	$12.00	$0.00	
Civic Center North Lot (hourly)	$0.50	$0.50	$0.00	
Civic Center South Lot (monthly)	$80.00	$80.00	$0.00	
Civic Center South Lot (hourly)	$0.50	$0.50	$0.00	
Government Center Main Lot (hourly)	$1.00	$1.00	$0.00	
Government Center South Lot (hourly)	$0.50	$0.50	$0.00	
Power Plant Lot (monthly)	$72.00	$72.00	$0.00	
Power Plant Lot - Oversize Vehicle (daily)	$12.00	$12.00	$0.00	
Zumbro Market Lot (monthly)	$152.00	$152.00	$0.00	
Zumbro Market Lot (hourly, 2-hour max)	$2.50	$2.50	$0.00	
~~Alley - Henderson (monthly)~~	~~$35.00~~	~~$35.00~~	Delete	Rate is covered in a separate parking agreement. This agreement is no longer in place.
~~Alley - Murakami (monthly)~~	~~$70.00~~	~~$70.00~~	Delete	Rate is covered in a separate parking agreement. It does not need to be in the fee schedule.
Parking Access Card Fee	$20.00	$20.00	$0.00	
Parking Ramp Broken Gate Fee	$125.00	$125.00	$0.00	
Weekend Meter Bag Administrative Fee - per meter	$3.00	$3.00	$0.00	
Time Limited Meter Bag Fee - per space per day	$13.00	$13.00	$0.00	
No Time Limit Meter Bag Fee - per space per day	$3.00	$3.00	$0.00	
3 Hour Parking Meter - per hour	$2.00	$2.00	$0.00	
No Time Limit Parking Meter - per hour	$0.50	$0.50	$0.00	
Residential or Business Parking Permit (annual)	$33.00	$33.00	$0.00	
Temporary Permit	$10.00	$10.00	$0.00	
Developer Parking Agreement Fee (monthly)	$266.00	$266.00	New	
Parking Ramps - Transient:				
1 hour or less	$0.00	$0.00	$0.00	
1 - 1.5 hours	$2.00	$2.00	$0.00	
1.5 - 2 hours	$3.00	$3.00	$0.00	
2 - 2.5 hours	$4.00	$4.00	$0.00	
2.5 - 3 hours	$5.00	$5.00	$0.00	
3 - 3.5 hours	$6.00	$6.00	$0.00	
3.5 - 4 hours	$7.00	$7.00	$0.00	
4 - 4.5 hours	$8.00	$8.00	$0.00	
4.5 - 5 hours	$10.00	$10.00	$0.00	
5 - 5.5 hours	$12.00	$12.00	$0.00	
5.5 - 6 hours	$14.00	$14.00	$0.00	
6 - 12 hours	$16.00	$16.00	$0.00	
12+ hours	$18.00	$18.00	$0.00	
Hotel Overnight	$10.00	$10.00	$0.00	
Convention Overnight	$8.00	$8.00	$0.00	
Superconvention Overnight	$4.00	$4.00	$0.00	
Jehovah's Witness Conventions (daily)	$2.78	$2.66	$0.12	Increase based on CPI
Parking Tickets:				
1st Late Fee	$5.00	$5.00	$0.00	
2nd Late Fee	$5.00	$5.00	$0.00	
Final Late Fee	$15.00	$15.00	$0.00	
Parking Ticket - Expired Meter	$28.00	$28.00	$0.00	
Parking Ticket - On-Street Violation	$35.00	$35.00	$0.00	
Parking Ticket - Fire Hydrants	$41.00	$41.00	$0.00	

Parking Ticket - Expired Registration	$53.00	$53.00	$0.00	
Parking Ticket - Snow Emergency	$112.00	$112.00	$0.00	
Parking Ticket - Accessible Parking	$197.00	$197.00	$0.00	
Community Development Building Division				
Service	**2027 Fee**	**2026 Fee**		
Construction Related Fees				
Building Permit Fees				
Total Valuation: $1.00 to $500.00	$25.00	$25.00	$0.00	
Total Valuation: $501.00 to $2,000.00				
First $500	$25.00	$25.00	$0.00	
Per each additional $100	$2.00	$2.00	$0.00	
Total Valuation: $2,001.00 to $25,000.00				
First $2,000	$55.00	$55.00	$0.00	
Per each additional $1,000	$9.00	$9.00	$0.00	
Total Valuation: $25,001.00 to $50,000.00				
First $25,000	$262.00	$262.00	$0.00	
Per each additional $1,000	$6.50	$6.50	$0.00	
Total Valuation: $50,001.00 to $100,000.00				
First $50,000	$424.50	$424.50	$0.00	
Per each additional $1,000	$4.50	$4.50	$0.00	
Total Valuation: $100,001.00 to $500,000.00				
First $100,000	$649.50	$649.50	$0.00	
Per each additional $1,000	$3.50	$3.50	$0.00	
Total Valuation: $500,001.00 to $1,000,000.00				
First $500,000	$2,049.50	$2,049.50	$0.00	
Per each additional $1,000	$3.00	$3.00	$0.00	
Total Valuation: $1,000,001.00 and up				
First $1,000,000	$3,549.50	$3,549.50	$0.00	
Per each additional $1,000	$2.00	$2.00	$0.00	
Building Plan Review Fees (percent of building permit fee)				
For structures permitted under the International Residential Code (IRC)	65%	65%	$0.00	
For all other structures	65%	65%	$0.00	
Building Plan Review Fees - Master Plan (percent of building permit fee)				
For similar plans based on an approved master plan	25%	25%	$0.00	
For all other structures	25%	25%	$0.00	
Residential Building Re-Roofing-No Plan Review Fee	$100.00	$100.00	New	Permitting mandated by State of Minnesota, proposing fixed fee verses valuation fee to streamline applications.
Residential Building Re-Siding	$100.00	$100.00	New	Permitting mandated by State of Minnesota, proposing fixed fee verses valuation fee to streamline applications.
Administrative Fee	$90.00	$90.00	New	Associated with forthcoming enforcement policy for those doing work without building permits.
Windows and Doors Replacement			New	
1 to 3 units (Windows/Doors)	$130.00	$130.00	New	new permits for the State of Minnesota siding, window, and roofing replacement
4 to 10 units (Windows/Doors)	$175.00	$175.00	New	new permits for the State of Minnesota siding, window, and roofing replacement
11+ units (Windows/Doors)	$220.00	$220.00	New	new permits for the State of Minnesota siding, window, and roofing replacement
Trade Permits				
Application Fee	$25.00	$25.00	$0.00	
Administrative Fee	$90.00	$90.00	New	Associated with forthcoming enforcement policy for those doing work without building permits.
Permit Fee				
Valuation of work: $1.00 to $500.00	$0.00	$0.00	$0.00	
Valuation of work: $501.00 to $1,000	$10.00	$10.00	$0.00	
Valuation of work: $1,001 and up (per each additional $1,000)	$10.00	$10.00	$0.00	
Appliance Permits				
Water Heater (Atmospheric minimum valuation $1200)	$45.60	$45.60	$0.00	
Water Heater (Power Vent minimum valuation $1600)	$45.80	$45.80	$0.00	
Water Heater (Electric minimum valuation $1600)	$45.80	$45.80	$0.00	
Air Conditioner Only (minimum valuation $2500)	$56.25	$56.25	$0.00	
Furnace Only (minimum valuation $5000)	$77.50	$77.50	$0.00	
Furnace & Air Conditioner (minimum valuation $7000)	$98.50	$98.50	$0.00	
General Permit Fee (Trade, Building, & Appliance)				
Inspections outside normal business hours (per hour, min 2 hour)	$75.00	$75.00	$0.00	
Re-Inspections (per hour, min 1 hour)	$75.00	$75.00	$0.00	
Inspections for which no fee is specifically indicated (per hour, min 1 hour)	$75.00	$75.00	$0.00	
Additional Plan Review (per hour, min 1 hour)	$75.00	$75.00	$0.00	
Working Without a Permit Fee - 1st	$100.00	$100.00	$0.00	
Working Without a Permit Fee - 2nd	$150.00	$150.00	$0.00	
Working Without a Permit Fee - 3rd	$200.00	$200.00	$0.00	
Residential Footing/Foundation Permit	$100.00	$100.00	$0.00	
Rental Property Related Fees				
Rental Property Registration Certificate Fees (each building)	$68.00	$66.00	$2.00	
Rental Property Registration Certificate Fees (per unit)	$20.00	$20.00	$0.00	
Rental Certificate Transfer Fee	$20.00	$20.00	$0.00	
Registration Certificate Late Fees (up to 30 days past due)	$30.00	$30.00	$0.00	
Registration Certificate Late Fees (31-60 days past due)	$50.00	$50.00	$0.00	
Registration Certificate Late Fees (beyond 60 days past due)	$50.00	$50.00	$0.00	
Missed Appointment Fee	$75.00	$75.00	$0.00	
Re-Inspection Fee	Properties with 1-4 units re-inspected – $75 Properties with 5-12 units re-inspected – $100 Properties with 12+ units re-inspected– $125	Properties with 1-4 units re-inspected – $75 Properties with 5-12 units re-inspected – $100 Properties with 12+ units re-inspected– $125	$0.00	
Administrative Fine Fee	$90.00	$90.00	$0.00	
Re-instatement Fee (First Unit)	$100.00	$100.00	$0.00	
Re-instatement Fee (Each Additional Unit)	$20.00	$20.00	$0.00	

	For new use customers that have no other rental units 1. First occurrence written warning 2. Second occurrence- $250.00 fee 3. Third occurrence- $500.00 fee 4. Fourth occurrence- City attorney and up to 1000.00 fine as RCO states For existing customers that do have existing rentals 1. First occurrence- $250.00 fee 2. Second occurrence- $500.00 fee 3. Third occurrence- City attorney and up to 1000.00 fine as RCO states	For new use customers that have no other rental units 1. First occurrence written warning 2. Second occurrence- $250.00 fee 3. Third occurrence- $500.00 fee 4. Fourth occurrence- City attorney and up to 1000.00 fine as RCO states For existing customers that do have existing rentals 1. First occurrence- $250.00 fee 2. Second occurrence- $500.00 fee 3. Third occurrence- City attorney and up to 1000.00 fine as RCO states		
Renting without a certificate			$0.00	
Late compliance fee	$100-$500	$100-$500	$0.00	
Certified Mail Fee	$50.00	$50.00	$0.00	
Housing Code Violation Fee				
Vacant building registration	$100-$500	$100-$500	$0.00	
Grading Plan Review Fee				
49 cubic yards or less	$0.00	$0.00	$0.00	
50 to 100 cubic yards	$25.00	$25.00	$0.00	
101 to 1,000 cubic yards	$40.00	$40.00	$0.00	
1,001 to 10,000 cubic yards	$50.00	$50.00	$0.00	
10,001 to 100,000 cubic yards				
First 10,000 cubic yards plus	$50.00	$50.00	$0.00	
Per each additional 1 -10,000 cubic yards	$25.00	$25.00	$0.00	
100,001 to 200,000 cubic yards				
First 100,000 cubic yards plus	$275.00	$275.00	$0.00	
Per each additional 1-10,000 cubic yards	$15.00	$15.00	$0.00	
200,001 cubic yards or more				
First 200,000 cubic yards plus	$410.00	$410.00	$0.00	
Per each additional 1-10,000 cubic yards	$10.00	$10.00	$0.00	
~~Zoning Permit Fee~~	~~$0.00~~	~~$0.00~~	Delete	This is under other permits called Garding Permit needs to be deleted.
Grading Permit Fee				
49 cubic yards or less	$0.00	$0.00	$0.00	
50 to 100 cubic yards	$40.00	$40.00	$0.00	
101 to 1,000 cubic yards				
First 100 cubic yards plus	$40.00	$40.00	$0.00	
Per each additional 1-100 cubic yards	$18.00	$18.00	$0.00	
1,001 to 10,000 cubic yards				
First 1,000 cubic yards plus	$202.00	$202.00	$0.00	
Per each additional 1-1,000 cubic yards	$15.00	$15.00	$0.00	
10,001 to 100,000 cubic yards				
First 10,000 cubic yards plus	$337.00	$337.00	$0.00	
Per each additional 1-10,000 cubic yards	$70.00	$70.00	$0.00	
100,001 cubic yards or more				
First 100,000 cubic yards plus	$967.00	$967.00	$0.00	
Per each additional 1-10,000 cubic yards	$40.00	$40.00	$0.00	
Community Development Planning and Zoning Division				
Service	**2027 Fee**	**2026 Fee**		
Zoning Certificate Fees				
A. Residential Uses (Values of improvement building, grading, etc., according to the following schedule)				
$1 to $500 (per permit)	$31.50	$31.50	$0.00	
$501 to $2,000				
First $500	$31.50	$31.50	$0.00	
Per each additional $100	$1.89	$1.89	$0.00	
$2001 to $25,000				
First $2000	$59.85	$59.85	$0.00	
Per each additional $1,000	$3.57	$3.57	$0.00	
$25,001 to $50,000				
First $25,000	$141.96	$141.96	$0.00	
Per each additional $1,000	$2.52	$2.52	$0.00	
$50,001 to $100,000				
First $2000	$204.96	$204.96	$0.00	
Per each additional $1,000	$0.84	$0.84	$0.00	
$100,001 and up				
First $100,000	$246.96	$246.96	$0.00	
Per each additional $1,000	$0.25	$0.25	$0.00	
B. Multiple Family and Non-Residential Uses: (Values of improvement building, grading, etc., according to the following schedule)				
$1 to $500 (per permit)	$31.50	$31.50	$0.00	
$501 to $2,000				
First $500	$31.50	$31.50	$0.00	
Per each additional $100	$2.42	$2.42	$0.00	
$2001 to $25,000				
First $2000	$67.73	$67.73	$0.00	
Per each additional $1,000	$5.04	$5.04	$0.00	
$25,001 to $50,000				
First $25,000	$183.65	$183.65	$0.00	
Per each additional $1,000	$2.21	$2.21	$0.00	
$50,001 to $100,000				
First $2000	$238.77	$238.77	$0.00	
Per each additional $1,000	$1.47	$1.47	$0.00	
$100,001 and up				
First $100,000	$312.27	$312.27	$0.00	
Per each additional $1,000	$0.25	$0.25	$0.00	
C. Double Fee:	When the building construction or remodeling has occurred prior to issuing of the zoning certificate, a double fee maybe imposed.	When the building construction or remodeling has occurred prior to issuing of the zoning certificate, a double fee maybe imposed.	$0.00	
Wetland Fees				
Exemption Determination	$300.00	$300.00	$0.00	
No-Loss Determination	$260.00	$260.00	$0.00	
Delineation Review				
1 acre or less	$410.00	$410.00	$0.00	
1-10 acres	$900.00	$900.00	$0.00	
11+ acres	$1,290.00	$1,290.00	$0.00	
Replacement Plan				
1 acre or less	$780.00	$780.00	$0.00	
1-10 acres	$1,670.00	$1,670.00	$0.00	
11+ acres	$2,470.00	$2,470.00	$0.00	
Sequencing Plan	$760.00	$760.00	$0.00	
Appeal	$460.00	$460.00	$0.00	
Banking Plan				

1 acre or less	$780.00	$780.00	$0.00	
1-10 acres	$1,670.00	$1,670.00	$0.00	
11+ acres	$2,470.00	$2,470.00	$0.00	
Annual Monitoring Report	$132.00	$132.00	$0.00	
Other Permits (fee based on per application where applicable)				
Staff authorized Zoning Certificate	$35.00	$35.00	$0.00	
Sign Permit	Use non-res Z Cert	Use non-res Z Cert	$0.00	
Billboard (new & sign credit)	$255.00	$255.00	$0.00	
Grading Permit (Zoning Certificate)	$255.00	$255.00	$0.00	
Rental Housing Certificate	$45.00	$45.00	$0.00	
Zoning Compliance Letter	$140 Single Family, $210 Other	$140 Single Family, $210 Other	$0.00	
Environmental Worksheet	$2,235.00	$2,235.00	$0.00	
Environmental Impact Statement	To be determined on contract basis	To be determined on contract basis	$0.00	
Demolition Permit	Use non-res Z Cert	Use non-res Z Cert	$0.00	
Temporary Permit	$120.00	$120.00	$0.00	
Certificate of Appropriateness - Minor Alterations	No Fee	No Fee	$0.00	
Certificate of Appropriateness - Major Alterations	No Fee	No Fee	$0.00	
Designation or Removal of Landmark Property or Landmark District	No Fee	No Fee	$0.00	
Development Application Fees (fee based on per application where applicable)				
Incentive Development	$2,330.00	$2,325.00	$5.00	
General Development Plan	$1,210.00	$1,205.00	$5.00	
Site Development Plan	$660.00	$655.00	$5.00	
Site Development Plan Amendment	$410.00	$405.00	$5.00	
Lot Line Readjustment	$745.00	$740.00	$5.00	
Minor Modification	$230.00	$225.00	$5.00	
Floodplain Development Permit	$660.00	$655.00	$5.00	
Minor Land Subdivision Permit	$1,520 per application, $40 per lot	$1,515 per application, $35 per lot	$5 per Application, $5 per lot	
Conditional Use Permit Approved by Planning Commission	$1,500.00	$1,495.00	$5.00	
Shoreland Protection Permit	$1,500.00	$1,495.00	$5.00	
Variance	Residential Use: $765 Non Residential/Multi Family Use: $1,520	Residential Use: $760 Non Residential/Multi Family Use: $1,515	$5.00	
Major Land Subdivision Permit	$2,120 per application, $40 per lot	$2,115 per application, $35 per lot	$5 per Application, $5 per lot	
Final Plat	$1,520 per application, $40 per lot	$1,515 per application, $35 per lot	$5 per Application, $5 per lot	
Rezoning (Official Zoning Map Amendement)	$2,330.00	$2,325.00	$5.00	
Major Modification	$1,500.00	$1,495.00	$5.00	
Annexation of Land	$1,520.00	$1,515.00	$5.00	
Vacation	Utility $765 per application, ROW $1,540 per application	Utility $760 per application, ROW $1,535 per application	$5 per Application	
UDC Text Amendment	$1,210.00	$1,205.00	$5.00	
Interim Use Permit	$2,330.00	$2,325.00	$5.00	
Home Occupation	$285.00	$280.00	$5.00	
CUP & GDP Amendment (Staff level)	$850.00	$845.00	$5.00	
Appeal	$390.00	$385.00	$5.00	
Comprehensive Plan Adoption or Amendment (LUPA)	$2,340.00	$2,335.00	$5.00	
Growth Management Map Amendment	$2,340.00	$2,335.00	$5.00	
Official Map Adoption	No Fee	No Fee	$0.00	
Distinctive Development	$2,330.00	$2,325.00	$5.00	
Conditional Use Permit Approved by City Council	$2,330.00	$2,325.00	$5.00	
Public Notice (per notification)	$130.00	$125.00	$5.00	
Tax Increment Financing Application Fee (TIF)	$8,000.00	$8,000.00	New	It's a development application fee that should have been included when the original fee schedule was adopted but was overlooked as we don't receive TIF applications very often. The fee is currently found in the TIF policy, which will allow it to be updated more consistently.
Fire				
Service	**2027 Fee**	**2026 Fee**		
Permit Application Fee	$75.00	$75.00	$0.00	
Fire Code Specified Operational Permit	$75.00	$75.00	$0.00	
Fire Protection System Construction/Modification Permit	3.0% of the system cost with a minimum of $75.00	3.0% of the system cost with a minimum of $75.00	$0.00	
Work without a Permit Special Inspection	An inspection fee for work without a fire department construction permit shall be assessed in the amount equal to the normal fire department construction fee.	An inspection fee for work without a fire department construction permit shall be assessed in the amount equal to the normal fire department construction fee.	$0.00	
Violation Notice Re-Inspection	$150.00	$150.00	$0.00	
Fire Protection Equipment Maintenance Administrative Fee	$15.00	$15.00	$0.00	
Authorized Burning	$300.00	$300.00	$0.00	
Police				
Service	**2027 Fee**	**2026 Fee**		
Pawn Shop Transaction Fees (per transaction)	$1.50	$1.50	$0.00	
Animal Control Adoption Fees	$50.00	$50.00	$0.00	
Animal Control Impound Fees	$55.00	$55.00	$0.00	
Animal Control Boarding Fee (per day)	$35.00	$35.00	$0.00	
Animal Control Other Fees				
Owner Release with current shots	$35.00	$35.00	$0.00	
Owner Release without current shots or Owner release unaltered	$75.00	$75.00	$0.00	
Animal Control Fees for Townships				
Dangerous Dog Callout (per hour, 2 hr. minimum)	$50.00	$50.00	$0.00	
Vehicle Usage Fee	$25.00	$25.00	$0.00	
Impound Fee	$55.00	$55.00	$0.00	
Daily Boarding Fee	$35.00	$35.00	$0.00	
Owner Release Fee	$75.00	$75.00	$0.00	
Copies or Transmission of Electronic Records				
State Accident Reports	$0.00	$0.00	$0.00	
Public Reports (less than 4 pages)	$0.00	$0.00	$0.00	
Public Reports (4-100, per pages, per page	$0.25	$0.25	$0.00	
Public Reports (over 100 pages)	$30/hr. (min of 1/4 hr. increment) = research/compilation + cost of media + cost of mailing	$30/hr. (min of 1/4 hr. increment) = research/compilation + cost of media + cost of mailing	$0.00	
Digital photos-email or CD (per case)	$10.00	$10.00	$0.00	
Digital audio-email or CD (per case)	$10.00	$10.00	$0.00	
Digital video-email or CD (per case)	$10.00	$10.00	New	To cover all video categories of service that we provide not included in the existing fee schedule.
Body Cam (per case)	$30.00	$30.00	$0.00	
911 Transcript	$30/hr. (min of 1/4 hr. increment) = transcription + cost of media (if any) + cost of mailing	$30/hr. (min of 1/4 hr. increment) = transcription + cost of media (if any) + cost of mailing	$0.00	
Background Checks (per name checked)	$7.50	$7.50	$0.00	
Calls for Service Summaries (per six months)	$7.50	$7.50	$0.00	

Parks and Recreation (Adopted by Park Board and Incorporated for Reference)				
Service	**2027 Fee**	**2026 Fee**		
Golf Division				
Season Pass Fees (tax NOT included)	x			
Adult Regular Season	$1,292	$1,255	$37.00	Golf fee adjustments for 2025 were discussed and accepted by the Park Board and City Council during the review of municipal golf in 2022. The fee increases are part of a plan that is designed to achieve $250K in net revenue from golf user fees.
Senior Regular Season	$1,130	$1,097	$33.00	
Adult Couple Regular Season	$1,780	$1,728	$52.00	
Family Regular Season (all members of same family in same household, juniors age 18 and under)	$1,942	$1,886	$56.00	
Senior Couple Regular Season (no grandchildren)	$1,666	$1,618	$48.00	
Futures Regular Season (ages 19 to 25)	$569	$552	$17.00	
Young Adult Regular Season (ages 26 to 30)	$878	$852	$26.00	
Young Adult Couple Regular Season (both must be under age 30)	$1,219	$1,184	$35.00	
Junior Regular Season (to age 18, all 4 golf courses)	$293	$284	$9.00	
Patron Card Regular Season (25% off green fees)	$122	$118	$4.00	
Hadley Creek Adult Regular Season	$642	$623	$19.00	
Hadley Creek Family Regular Season	$1,130	$1,097	$33.00	
Private Golf Car Fee Regular Season	$493	$493	$0.00	
Hadley Creek Private Golf Car Fee Regular Season	$235	$235	$0.00	
Daily Fees (tax included)				
9 Hole Green Fee	$24	$24	$0.71	
9 Hole Senior Green Fee	$22	$21	$0.63	
9 Hole Patron Green Fee	$18	$18	$0.53	
9 Hole Junior Green Fee (to age 18)	$13	$12	$0.37	
9 Hole Senior Patron Green Fee	$16	$16	$0.48	
18 Hole Green Fee	$41	$40	$1.19	
18 Hole Senior Green Fee	$36	$35	$1.04	
18 Hole Patron Green Fee	$31	$30	$0.89	
18 Hole Junior Green Fee (to age 18)	$25	$25	$0.74	
18 Hole Senior Patron Green Fee	$27	$26	$0.78	
2nd 9 Hole Green Fee	$17	$16	$0.48	
2nd 9 Hole Senior Green Fee	$14	$14	$0.41	
2nd 9 Hole Patron Green Fee	$12	$12	$0.36	
2nd 9 Hole Senior Patron Green Fee	$11	$10	$0.30	
Daily Special Combo (Green Fee+Cart for 2 people)	$72	$72	$0.00	
Cross Country Fee	$1,250	$1,200	$50.00	
Cart Fees (tax included)				
18 Hole Any Day (Per rider)	$17	$17	$0.00	
9 Hole Any Day (Per rider)	$11	$11	$0.00	
18 Hole Senior Any Day (Per rider)	$14	$14	$0.00	
9 Hole Senior Any Day (Per rider)	$11	$11	$0.00	
Hadley Creek Golf Learning Center				
Daily Fees (tax included)				
Bucket of Balls - Small	$7.00	$6.00	$1.00	
Medium	$10.00	$9.00	$1.00	
9 Hole Green Fee	$16.56	$16.08	$0.48	
9 Hole Patron Green Fee	$10.19	$9.90	$0.29	
9 Hole Junior Green Fee	$10.19	$9.90	$0.29	
First Tee Player	$8.00	$7.00	$1.00	
2nd 9 Hole Green Fee	$11.47	$11.13	$0.34	
2nd 9 Hole Patron Green Fee	$8.60	$8.35	$0.25	
9 Cart	$17.00	$17.00	$0.00	
Pull Cart	$4.00	$4.00	$0.00	
Rental Clubs	$5.00	$5.00	$0.00	
Other (All Facilities)				
Golf Lessons (tax included)	$25.00-$200.00	$25.00-$200.00	$0.00	
Forestry Division				Fee increases to capture some of the increased costs for tree pricing changes (which is just an estimate) and cost for increased operational expenses.
Commercial Tree License	$80.00	$80.00	$0.00	
Park Disturbance Permit	$50.00	$50.00	$0.00	
Boulevard Tree Planting Fee (per tree)	$50.00	$50.00	$0.00	
Garden Plots	$45.00	$35.00	$10.00	
Canopy Loss Fee (per diameter inch)	$335.00	$320.00	$15.00	The CL Fee is based on an annual quote for planting trees required of developers. The increase is the anticipated increase in the cost of trees each year.
Park Division				
Picnic Shelter Reservations (tax NOT included)				Fee increases to capture some of the increased costs for cleaning and maintenance of shelter areas.
Level Premier - Cascade Lakeside (Friday-Sunday)	$1,250.00	$1,000.00	$250.00	
Cascade Lakeside (Monday-Thursday)	$600.00	$500.00	$100.00	
Level I - Bear Creek Park (300 persons)	$400.00	$350.00	$50.00	
Essex Park (300 persons)	$400.00	$350.00	$50.00	
West Silver Lake (100 persons)	$400.00	$350.00	$50.00	
Cascade Amphitheater (300 persons) *Higher attendance is an event that is calculated separately	$400.00	$350.00	$50.00	
Silver Lake Three Links (100 persons, per 4 hours)	$300.00	$250.00	$50.00	
Level II - Cook, Slatterly, East Silver Lake, Soldiers Field, Quarry Hill Parks (125 persons)	$300.00	$250.00	$50.00	
Level III - Central, Eastwood, Foster-Arend, Kutzky, Rev. Dr. Martin Luther King, Jr., Watson, Cascade Pavillion Parks (50 Persons)	$200.00	$150.00	$50.00	
Silver Lake Station Main Floor Rental (per hour)	$35.00	$25.00	$10.00	
~~Monthly Rental to Rochester Rowing Club~~	~~$400.00~~	~~$400.00~~	Delete	
Open Space Field Reservation (per 2.5 hours, approx. 200 x 300)	$50.00	$40.00	$10.00	
Administrative Fee	$40.00	$30.00	$10.00	
Park Disturbance Fee	$50.00	$50.00	$0.00	
Key Deposit	$50.00	$50.00	$0.00	
Field Reservations (tax NOT included)	*Youth teams paying the field maintenance fee will not be charged a rental fee except on select fields.	*Youth teams paying the field maintenance fee will not be charged a rental fee except on select fields.		Silight increases to reflect cost of labor increases
Player Maintenance Fee - Youth (per player)	$18.00	$16.00	$2.00	
Mayo Field - Adults (per game)	$175.00	$175.00	$0.00	
Mayo Field - Youth (per game)	$100.00	$100.00	$0.00	
Hudson Field - Adults (per game)	$150.00	$150.00	$0.00	
Hudson Field - Youth (per game)	$75.00	$75.00	$0.00	
McQuillan - Adults (per game, per field)	$50.00	$50.00	$0.00	
McQuillan - Youth (per game*)	$25.00	$25.00	$0.00	
McQuillan Complex (per day, all fields)	$750.00	$750.00	$0.00	
Church League (per game)	$40.00	$40.00	$0.00	
Soldiers Field - Adults (per game)	$50.00	$50.00	$0.00	
Soldiers Field - Youth (per game*)	$25.00	$25.00	$0.00	
Youth Fastpitch Complex (per day, 5 fields for tournaments)	$750.00	$750.00	$0.00	
RBC Baseball Fields #1-#4 - Adults (per game)	$150.00	$150.00	$0.00	

RBC Baseball Fields #1-#4 - Youth (per game*)	$75.00	$75.00	$0.00	
RBC Baseball Fields #5 & #6 - Adults (per game)	$75.00	$75.00	$0.00	
RBC Baseball Fields #5 & #6 - Youth (per game*)	$40.00	$40.00	$0.00	
Watson Fields (per game)	$50.00	$50.00	$0.00	
Watson Complex (per day, 4 fields for tournaments)	$500.00	$500.00	$0.00	
General Ball Diamonds & Sports Fields (per game)	$40.00	$40.00	$0.00	
Field Prep - Drag Field	$75.00	$75.00	$0.00	
Field Prep - Line Field (Fees include field dragging Monday-Friday)	$45.00	$45.00	$0.00	
Field Prep - Move Bases (Fees include field dragging Monday-Friday)	$75.00	$75.00	$0.00	
Field Prep - Clean Grandstand & Restrooms at Mayo Field (Fees include field dragging Monday-Friday)	$600.00	$600.00	$0.00	
Sand Volleyball (per game, per court)	$40.00	$40.00	$0.00	
Court Prep - Drag Field	$35.00	$35.00	$0.00	
Soldiers Field Soccer/Football - Adults (per game, 2 hour events)	$75.00	$75.00	$0.00	
Soldiers Field Soccer/Football - Youth (per game*)	$40.00	$40.00	$0.00	
Fuad Mansour Soccer - Adults (per game)	$75.00	$75.00	$0.00	
Watson Soccer (per game)	$75.00	$75.00	$0.00	
Withers Soccer (per game)	$75.00	$75.00	$0.00	
Silver Lake Soccer (per game, 2 hour events)	$50.00	$50.00	$0.00	
Southern Woods Soccer (per game, lining extra)	$50.00	$50.00	$0.00	
MLK Soccer (per game, lining extra)	$50.00	$50.00	$0.00	
Fuad Mansour Soccer - Schools (per game*)	$40.00	$40.00	$0.00	
Watson Soccer				
Withers Soccer				
Field Prep - Paint Field (Hourly)	$55.00	$50.00	$5/HR	
UCR Football Fields - Adult (per game)	$75.00	$75.00	$0.00	
UCR Football Fields - Schools (per game*)	$40.00	$40.00	$0.00	
Field Prep - Paint Field (Hourly)	$55.00	$50.00	$5/HR	
Fuad Mansour Soccer Complex (per day, 6 fields)	$750.00	$750.00	$0.00	
Watson Soccer Complex (per day, 6 fields)	$600.00	$600.00	$0.00	
Withers Soccer Complex (per day, 3 fields)	$500.00	$500.00	$0.00	
Park Labor Rates				
Regular Hours Monday - Friday (per hour)	$55.00	$50.00	$5.00	
Overtime (per hour)	$75.00	$70.00	$5.00	
Park Furniture & Miscellaneous (for use in Parks Facilities or City Sponsored Event, tax NOT included)				
Highway Bleacher (per bleacher, per event)	Not Rented	$500.00	N/A	Phasing out the rental of bleachers due to adverse impacts on the bleachers due to moving, the time committment required to perform, low use, and the ability to rent privately
Speedy Bleacher (per event)	Not Rented	$500.00	N/A	
Portable Bleacher (per bleacher, per event)	Not Rented	$100.00	N/A	
Showmobile (per day, Includes set up, removal & 8 non-OT hours of P&R staff coverage, P&R staff OT coverage is additional at identified rates)	Not Rented	Not Rented	N/A	Phasing out the rental of portable stage as this needs to be retired. Additionally there is a high the time committment required to perform,and operate, low use, and there is now the ability to rent privately
Diamond Dry (per bag)	$14.00	$14.00	$0.00	
Powdered Marble (per bag)	$10.00	$10.00	$0.00	
Paint (per bag)	$10.00	$10.00	$0.00	
National Volleyball Center				
Court Rental Volleyball Hourly (plus tax)	$31.00	$31.00	$0.00	
Court Rental Volleyball Daily (plus tax)	$270.00	$270.00	$0.00	
Court Rental Basketball Hourly (plus tax)	$54.00	$54.00	$0.00	
Open Volleyball				
Adult Daily Fee	$6.00	$6.00	$0.00	
Student Daily Fee	$6.00	$6.00	$0.00	increase to cover inflation costs
Adult Punch Card	$60.00	$60.00	$0.00	
Student Punch Card	$60.00	$60.00	$0.00	increase to cover inflation costs
Programs				
NVC Playday	$120.00	$120.00	$0.00	increase to cover staff increased cost
Officiated	$170.00	$170.00	$0.00	increase to cover staff increased cost
Unofficiated	$125.00	$125.00	$0.00	increase to cover inflation costs
NVC Summer HS League	$300.00	$300.00	$0.00	
Graham Arena Complex				
Open Hockey - Youth	$6.00	$6.00	$0.00	increase to cover inflation costs
Open Hockey - Adult	$7.00	$7.00	$0.00	increase to cover inflation costs
Ice Rental				
Hockey or Private Skating (plus tax)	$215.00	$210.00	$5.00	increase due to rising costs (staff, utilities, etc.)
Building Rental - Show Rental				
Arena One	$2,700.00	$2,500.00	$200.00	increase due to rising costs (staff, utilities, etc.)
Arena Two	$2,500.00	$2,300.00	$200.00	increase due to rising costs (staff, utilities, etc.)
Arena Three	$2,500.00	$2,300.00	$200.00	increase due to rising costs (staff, utilities, etc.)
~~Rental of 2 buildings~~	~~10% Discount~~	~~10% Discount~~	Delete	very rarely used, not needed after market analysis
~~Rental of 3 buildings~~	~~15% Discount~~	~~15% Discount~~	Delete	very rarely used, not needed after market analysis
Recreation Division				
Pools				
Soldiers Field Aquatics				
Adult Daily Fee	$11.00	$11.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Youth Daily Fee	$9.00	$9.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Punch Pass/Discount Tickets	$7.50	$7.50	$0.00	
Silver Lake Pool			New	
Adult Daily Fee	$7.00	$7.00	New	fee for new Silver Lake Pool
Youth Daily Fee	$5.00	$5.00	New	fee for new Silver Lake Pool
Punch Pass/Discount Tickets	$3.50	$3.50	New	fee for new Silver Lake Pool
~~Discount Tickets (each)~~	~~$3.20~~	~~$3.20~~	Delete	new discount fee for each pool listed above
Swimming Pool Rental (per hour)	$150.00	$150.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Pipsqueaks Indoor Playground				
Youth Daily Fee	$3.00	$3.00	$0.00	
Party (plus tax, 3-hour block)	$100.00	$100.00	$0.00	increase due to staffing expense increases
Adult Team Sports Fees				
Summer Softball	$440.00	$430.00	$10.00	increase due to rising costs (staff, utilities, etc.)
Fall Softball	$220.00	$210.00	$10.00	increase due to rising costs (staff, utilities, etc.)
Summer Sand Volleyball	$245.00	$235.00	$10.00	increase due to rising costs (staff, utilities, etc.)
Fall Volleyball	$355.00	$345.00	$10.00	increase due to rising costs (staff, utilities, etc.)
Winter Volleyball	$355.00	$345.00	$10.00	increase due to rising costs (staff, utilities, etc.)
Spring Volleyball	$355.00	$345.00	$10.00	increase due to rising costs (staff, utilities, etc.)
Touch Football	$290.00	$280.00	$10.00	increase due to rising costs (staff, utilities, etc.)
Basketball	$510.00	$500.00	$10.00	increase due to rising costs (staff, utilities, etc.)
Broomball	$315.00	$305.00	$10.00	increase due to rising costs (staff, utilities, etc.)
Kickball	$190.00	$180.00	$10.00	increase due to rising costs (staff, utilities, etc.)
Dodgeball	$230.00	$220.00	$10.00	increase due to rising costs (staff, utilities, etc.)
AccessAble Recreation				
Adult Programs Ages 18+ (per day)	$10.00-$20.00	$10.00-$20.00	$0.00	
Youth Programs Ages 3-17 (per day, dependent on staffing needs)	$15.00-$30.00	$15.00-$30.00	$0.00	
Summer Camps (per session, dependent on staffing needs)	$350.00-$800.00	$350.00-$800.00	$0.00	
Recreation Center				
Per Session Fees				

Adult Pool	$7.00	$7.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Youth Pool	$7.00	$7.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Adult Gym	$7.00	$7.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Youth Gym	$7.00	$7.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Adult Skate	$7.00	$7.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Youth Skate	$7.00	$7.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Yearly/6 Month/3 Month Memberships				
Family Yearly	$425.00	$425.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Family 6 Months	$275.00	$275.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Family 3 Months	$150.00	$150.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Adult Yearly	$195.00	$195.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Adult 6 Months	$115.00	$115.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Adult 3 Months	$65.00	$65.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Senior Citizen Yearly	$160.00	$160.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Senior Citizen 6 Months	$105.00	$105.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Senior Citizen 3 Months	$60.00	$60.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Youth Yearly (18 & under)	$140.00	$140.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Youth 6 Months (18 & under)	$95.00	$95.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Youth 3 Months (18 & under)	$50.00	$50.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Pickleball				
1 Month	$30.00	$30.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Per Session	$7.00	$7.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Facility Rental				
50 M Pool (per hour, plus tax, includes Lifeguard fee)	$200.00	$200.00	$0.00	increase due to rising costs (staff, utilities, etc.)
50 M Pool Full Day Meet Rate (Gym included in full day rate)	$2,200.00	$2,200.00	$0.00	increase due to rising costs (staff, utilities, etc.)
50 M Pool Half Day Meet Rate (Gym extra in half day rate)	$1,500.00	$1,500.00	$0.00	increase due to rising costs (staff, utilities, etc.)
~~50 M Pool Hourly~~	~~$150.00~~	~~$150.00~~	Delete	redundant fee with 50M hourly fee above
Teaching/Warm Up Pool (per hour, plus tax)	$125.00	$125.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Teaching/Warm Up Pool Half Day	$350.00	$350.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Teaching/Warm Up Pool Full Day	$700.00	$700.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Pool Lane Charge Short Course (per hour, plus tax)	$9.00	$9.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Pool Lane Charge Long Course (per hour, plus tax)	$18.00	$18.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Gymnasium (per hour, plus tax)	$50.00	$50.00	$0.00	leaving the same after market analysis
Gymnasium RAPA (per hour, plus tax)	$40.00	$40.00	$0.00	leaving the same after market analysis
Gymnasium 125 Live (per hour, plus tax)	$20.00	$20.00	$0.00	leaving the same after market analysis
~~Daily Gym Rental~~	~~$150.00~~	~~$150.00~~	Delete	unused fee, just charging hourly rates at this time
RFSC Gym Rental (per hour)	$15.00	$15.00	$0.00	
Ice Standard Fee (per hour, plus tax)	$215.00	$210.00	$5.00	increase due to rising costs (staff, utilities, etc.)
Grizzlies Practice (per hour)	$130.00	$125.00	$5.00	increase due to rising costs (staff, utilities, etc.)
Grizzlies Game	$900.00	$850.00	$50.00	increase due to rising costs (staff, utilities, etc.)
Olmsted County Ice Fee (per hour)	$50.00	$50.00	$0.00	
RFSC Testing (per hour)	$130.00	$127.50	$2.50	increase due to rising costs (staff, utilities, etc.)
Major Users Discounted Ice			$0.00	
RFSC (per hour, plus tax)	$192.50	$190.00	$2.50	increase due to rising costs (staff, utilities, etc.)
Meeting Room Rental				
Birthday Party Room Rental Public Package (per hour, plus tax)	$35.00	$35.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Birthday Party Room Private Rental (per hour, plus tax)	$25.00	$25.00	$0.00	increase due to rising costs (staff, utilities, etc.)
Room Rental Outside User (per hour, plus tax)	$40.00	$40.00	$0.00	
Office Rental				
RFSC (per month)	$150.00	$150.00	$0.00	
Grizzlies (per month)	$250.00	$250.00	$0.00	
Rochester Swim Club (per month)	$250.00	$250.00	$0.00	
Locker Room & Storage Rental				
RFSC (per month)	$250.00	$250.00	$0.00	
Grizzlies (per month)	$250.00	$250.00	$0.00	
Skate Rental (per pair)	$3.00	$3.00	$0.00	
Hockey Game Maintenance				
Full Game JV and Varsity	$100.00	$100.00	$0.00	
Half Game JV and Varsity	$50.00	$50.00	$0.00	
Skate Sharpening				
Hockey or Recreational Figure Skating	$7.00	$7.00	$0.00	
New Skates (Never Sharpened)	$15.00	$15.00	$0.00	
Plummer House				
House Rent (plus tax, Friday-Saturday)	$1,050.00	$1,000.00	$50.00	Increase due to rising costs (maintenance, utilities, staff, etc.)
House & Grounds Rent (plus tax, Friday-Saturday)	$1,300.00	$1,250.00	$50.00	Increase due to rising costs (maintenance, utilities, staff, etc.)
House Rent (plus tax, Sunday-Thursday)	$800.00	$750.00	$50.00	Increase due to rising costs (maintenance, utilities, staff, etc.)
House & Grounds Rent (plus tax, Sunday-Thursday)	$1,050.00	$1,000.00	$50.00	Increase due to rising costs (maintenance, utilities, staff, etc.)
Tours (Open House)				
Adult	$15.00	$15.00	$0.00	Increase due to rising costs (maintenance, utilities, staff, etc.)
Youth	$5.00	$5.00	$0.00	
Tours (Private)	$15.00	$15.00	$0.00	Increase due to rising costs (maintenance, utilities, staff, etc.)
Cancellation Fee	$100.00	$100.00	$0.00	
Outdoor Tennis Center				
Family Season Membership (plus tax)	$170.00	$165.00	$5.00	increase due to rising costs (staff, utilities, etc.)
Adult Season Membership (plus tax)	$120.00	$115.00	$5.00	increase due to rising costs (staff, utilities, etc.)
Senior Citizen Season Membership (plus tax)	$95.00	$90.00	$5.00	increase due to rising costs (staff, utilities, etc.)
Youth Season Membership (plus tax)	$70.00	$65.00	$5.00	increase due to rising costs (staff, utilities, etc.)
Daily Court Fees (per person includes tax)	$15.00	$10.00	$5.00	increase due to rising costs (staff, utilities, etc.)
Library (Adopted by Library Board and Incorporated for Reference)				
Service	**2027 Fee**	**2026 Fee**		
Lost/Damaged Items				
Replacement of Item	Varies: Actual Replacement Cost of Item	Varies: Actual Replacement Cost of Item	$0.00	
Copies/Prints				
Color per page	$0.25	$0.25	$0.00	
Black & White per page	$0.10	$0.10	$0.00	
Fax - USA/CANADA (per page)	$1.00	$1.00	$0.00	
Non-Resident Card	$60.00	$60.00	New	The cost of the cards needs to be consistant with Rochester's per captia library patron cost. The fee has changed, but it isn't new.
Out-of-State Visitor Cards (per week)	$6.00	$6.00	$0.00	The cost of the cards needs to be consistant with Rochester's per captia library patron cost. The fee has changed, but it isn't new.
Airport				
Service	**2027 Fee**	**2026 Fee**		
Ground Transportation Access Fees (per drop off or pick up)	$3.00	$3.00	$0.00	
Parking Lot				
0-60 minutes	Free	Free	$0.00	
1-2 Hours	$3.00	$3.00	$0.00	
Each additional hour	$1.00	$1.00	$0.00	
Day Max	$13.00	$12.00	$1.00	
Week Max	$78.00	$72.00	$6.00	

Music Department				
Service	**2027 Fee**	**2026 Fee**		
Membership Fee (per year)	$0.00	$0.00	$0.00	
Shipping & Handling - order for request of phone order tickets mailed to non-member customers	$2.00	$2.00	$0.00	
Equipment Rental				
Bass Drum	$40.00	$40.00	$0.00	
Bells	$40.00	$40.00	$0.00	
Chimes	$40.00	$40.00	$0.00	
Gong (small)	$40.00	$40.00	$0.00	
Gong (large)	$70.00	$70.00	$0.00	
Timpani	$40.00	$40.00	$0.00	
Xylophone	$40.00	$40.00	$0.00	
Drum kit w/cymbal set	$135.00	$135.00	$0.00	
Roland RD600 Keyboard	$120.00	$120.00	$0.00	
Peavey KB/A300	$60.00	$60.00	$0.00	
Music Stands (set/day)	$75.00	$75.00	$0.00	
Music Stands (per stand/day)	$3.00	$3.00	$0.00	
Sheet Music/Scores				
Minimum	$25.00	$25.00	$0.00	
Rental - Percent of market rate charged by other rental houses for the same music	90%	90%	$0.00	
Rental - Percent of purchase price	50%	50%	$0.00	
Ticket Sales				
Discounts for tickets (per ticket)				
Group Sales Ticket Discounts are based upon number of tickets purchased: 10-24 tickets purchased	10%	10%	$0.00	
Group Sales Ticket Discounts are based upon number of tickets purchased: 25+ tickets purchased	10%	10%	$0.00	
Merchandise Sales - Flat fee to artist of 10% of the gross receipts over $100 from the sale of any such products **sold by City Staff**	10%	10%	$0.00	
Program Fees				
Sound School Outreach				
ISD 535	$0.00	$0.00	$0.00	
~~Non-Public Rochester School - discontinued offering to non-public schools~~	~~$0.00~~	~~$0.00~~	Delete	discontinued offering to non-public schools
~~Out-of-town School- discountinued offering to out-of-town schools~~	~~$0.00~~	~~$0.00~~	Delete	discountinued offering to out-of-town schools
Concession Fees (Fee for Food Truck vendor to operate at a forWARD concert)	$50.00	$50.00	$0.00	
Concession Fees (Fee for Food Truck vendor to operate at the 4th Fest concert)	$150.00	$150.00	$0.00	

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

2026 and 2027 Destination Medical Center Corporation Budget - Operating and Capital

MEETING DATE:
October 6, 2025

ORIGINATING DEPT:
City Administration

AGENDA SECTION:
Reports and Recommendations

PRESENTER:
Cindy Steinhauser

Action Requested:

Adopting a Resolution approving:

1. The 2026 operating budget of $5,012,040 and the 2027 operating budget of $5,251,692 of the Destination Medical Center Corporation (DMCC) which includes funding for DMCC, DMC EDA and City Project Management.
2. The 2026-2031 Capital Improvement Plan for the DMCC totaling $183,739,841 including $40,861,769 in 2026 and $44,767,251 in 2027 which also includes the 2026 and 2027 operating budget.
3. Extension of the DMCC working capital loan for 2026 in the amount of $1,000.
4. Extension of the Destination Medical Center Economic Development Agency monthly working capital loan each year for 2026 and 2027 in the amount of $150,000.

Report Narrative:

The Destination Medical Center Corporation (DMCC) operating budget and Capital Improvement Plan (CIP) budget were presented, discussed, and approved by the DMCC Board at the DMCC Board of Directors meeting on September 25, 2025. This year, City staff and the Destination Medical Center Economic Development Agency (DMC EDA), following consultation with members of the DMC EDA and DMCC boards, are recommending that the DMCC and Rochester City Council also adopt a two-year budgeting process. This recommendation is being made for several reasons, including:

- Increased proactivity in capital planning
- Improved alignment with the City’s bi-annual budget cycle
- Support multi-year planning and execution

As part of the DMCC budget adoption process, the Mayor and City Council cannot reject any individual line item amount contained within the DMCC funding request. The Mayor and City Council could determine that the overall amount of the funding request should be approved at the amount submitted, or that it should be less than the amount submitted by stating its reasons in writing and providing time for a response from the DMCC. If, after such response, there is still not agreement, the Chair of the DMCC and the City Administrator shall meet and confer, and attempt to reach an agreement.

Once approved, the DMCC budgets will be included in the City's annual budget. The request for City

support and approval includes the 2026 and 2027 operating budget in the amount of $5,012,040 and $5,251,692 (inclusive of the amounts in the table below) respectively. The DMCC and DMC-EDA operating budget information is as follows:

2025-2027 Dollar Amount Change:

	2025	2026	Difference	2027	Difference
DMC Corporation	$229,887	$229,566	- $ 321	$230,066	+$500
DMC-EDA	$2,984,632	$3,133,864	+$149,232	$3,290,557	+$156,693
City Project Management	$1,361,141	$1,548,610	+ $187,469	$1,631,069	+$ 82,459
DMC Project Administrative Costs	$100,000	$100,000	$0	$100,000	$0

Additionally, this request is to approve the 2026-2031 DMCC CIP budget totaling $183,739,841 which includes authorized 2026 and 2027 DMC funding of $40,861,769 and $44,767,251 respectively. The 2026 and 2027 CIP priorities focus on three areas:

- Advancing prior-approved projects
- Support downtown public-private infrastructure investment in conjunction with Mayo Clinic's Bold. Forward. Unbound. investment
- Reserve resources pending 2025 DMC Plan Update

Significant and impactful CIP projects that will be occurring in 2026 and 2027 are:

1. **Downtown Public-Private Infrastructure Investment Alignment** - Beginning with the demolition of portions of Mayo Clinic's Ozmun Building in late 2024, approximately fifteen blocks of Mayo Clinic's downtown campus have been impacted by the "Bold. Forward. Unbound." program in 2025. As Mayo Clinic undertakes its transformative private investment, the DMC EDA and City of Rochester will coordinate private and public infrastructure improvements to ensure maximum public benefit with minimum public impact. The proposed 2026-2027 DMC CIP budget of $38,371,000 (approx. $19,185,500 per year) will support street, water, storm sewer, and sanitary sewer improvements in the adjacent geography. This includes funding for infrastructure identified under previously approved Underground Power Utility Infrastructure (UPUI) Agreements, as well as additional support for both below-ground and above-ground improvements.
2. **Interim Wayfinding** - The commencement of major construction in the DMC development district, including LINK bus rapid transit and Mayo Clinic's "Bold. Forward. Unbound" program, will create frequently evolving mobility and commuting circumstances for employees, residents, patients, and visitors. Interim wayfinding assets and strategies will be deployed to ensure that pedestrians, transit and micro-mobility users, and drivers can successfully navigate to and through transformation-impacted areas. Assets could include items like signage providing direction to retail and dining amenities, hotels and recreation assets, Mayo Clinic campuses and Discovery Square, and other areas of interest. The budget includes $100,000 each year for 2026 and 2027.

3. **Strategic Redevelopment** - In 2020 the DMCC and City Council established, in the DMC CIP, a Strategic Development fund intended to proactively support housing, med-tech, downtown property improvement, and other strategic priorities established by the DMCC and Rochester City Council. Areas of focus for this funding in 2026 and 2027 include Specialized housing, HealthTech Ecosystem and Destination demand-drivers. The budget includes $3 million each year for 2026 and 2027.
4. **Bus Rapid Transit (LINK)** - Scheduled to begin service in 2027, Link Rapid Transit will increase downtown mobility through the use of high-frequency electric buses and assist the City with achieving commuter mode shift goals. The budget includes $11,064,229 of funding in 2026 and $17,230,059 of funding in 2027 and is allocated from DMC State and County Transit Aid.
5. **6th Street Bridge and Connectivity** - The project will help with neighborhood safety and improvement of the downtown street grid which will assist in the revitalization of the Downtown Waterfront area while improving routes for Rochester Public Transit, multi-modal commuting as well as emergency response. The budget includes $2,500,000 of funding in 2026.

As noted, adoption of a two-year budget creates better alignment with the City of Rochester budget process and multi-year capital planning. This alignment includes reviewing the 2027 budget in 2026 for any adjustments to be made in that supplemental budget year. This also still allows for the ability to amend the budget as opportunities or circumstances arise that would warrant such action. It is important for City Council to consider these actions at this time as the DMCC Board will only hold one more meeting prior to the end of this year. If there are any issues, questions, or concerns, they must go back to the DMCC Board for clarity, finalization and approval before coming back to the City Council for consideration.

Priorities & Foundational Principles:

Fiscal Responsibility & Sustainability
Transformational Capital Projects

Policy Considerations & DEI Impact:

The DMC budgets are aligned and consistent with City Council's strategic goals and overall direction for the city. The DMC budgets reflect and support activities that facilitate diversity, equity and inclusion in the work and projects being carried out. Individual DMC projects include a co-design process and community engagement.

Prior Legislative Actions & Community Engagement:

The public has been notified and attended the DMCC Board of Directors meeting on September 25, 2025. Additionally, community engagement occurs through the process of updating the DMC Development Plan and during of the creation of the DMC's annual work plan. Lastly, individual projects have undertaken extensive community engagement throughout project design and implementation.

Fiscal & Resource Impact:

DMC Sales Tax revenues will be used to support the DMCC Operations. DMC Sales Tax revenues, State DMC funds, DMC Transit Aid funds (both State and County), City of Rochester funds, Federal Funds and other funding sources will be used to complete projects deemed to be in support of the DMC Plan goals and objectives.

Alternative Action(s):

No alternative actions are suggested at this time.

Prepared By:

Cindy Steinhauser

Attachments:

Presentation - DMC Budget 2026-2027

Exhibit - DMC budget summary

Exhibit - DMC workplan summary

Exhibit - DMC CIP project summary

Exhibit - DMC Budget resolution materials 2026-2027

Resolution - DMC Budget 2026-2027

2026-2027 DMC CAPITAL AND OPERATING BUDGETS AND WORK PLANS

October 2025

DMC Destination Medical Center
Rochester, MN

CITY OF ROCHESTER MINNESOTA

REQUESTED ACTION

- **Approve proposed:**
  - **Capital Plan**
  - **Work Plan**
  - **Operating Budgets**
  - **Working Capital Loan**

CITY OF ROCHESTER MINNESOTA

TIMELINE

- **May 22:** DMCC board and joint meeting
- **June-July**: Staff preparation
- **August 7:** Board working group meeting 1
- **August 21:** Board working group meeting 2
- **September 11:** DMC EDA board consideration
- **September 25**: DMCC board consideration
- **October 6**: City Council consideration

CITY OF ROCHESTER MINNESOTA

2026 – 2027 Priorities

- Complete current projects
- Sufficiently support infrastructure adjacent to Bold. Forward. Unbound.
- Preserve resources for 5-year update priorities

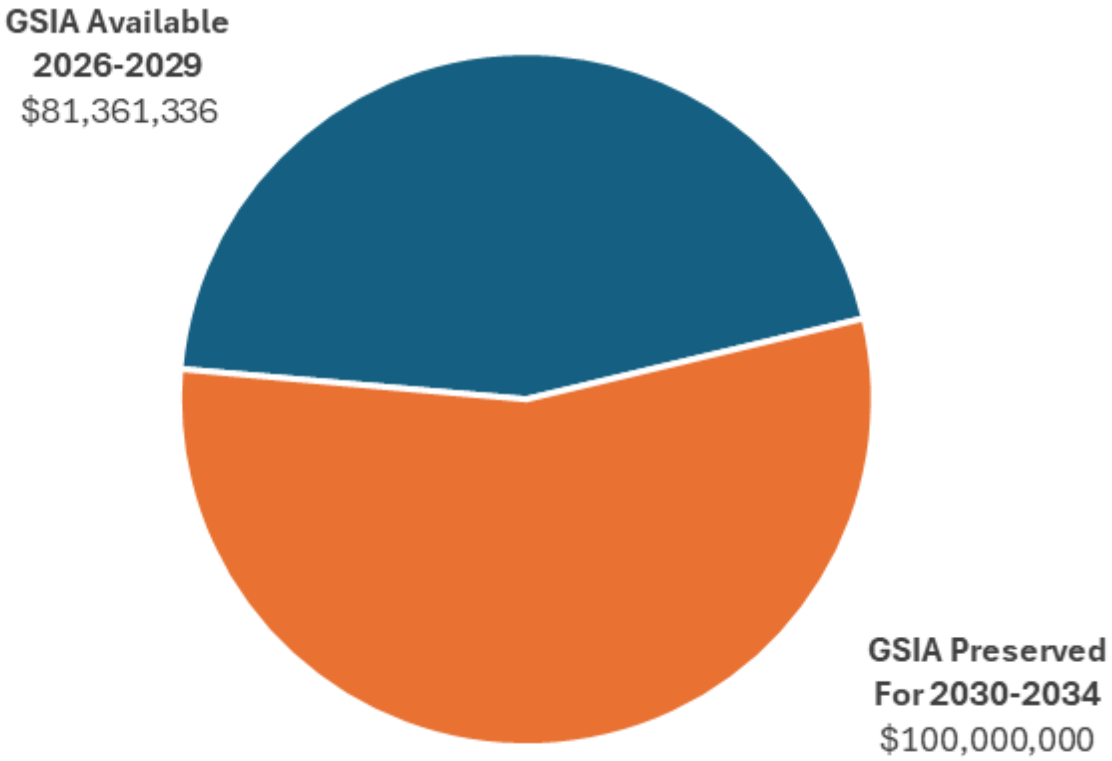
CITY OF ROCHESTER MINNESOTA

DMC FUNDING BALANCE

Source	Original Available	Spent or Committed	Remaining
General State Infrastructure Aid	$327,000,000	$145,505,664	$181,494,336
City DMC Aid	$128,000,000	$72,455,051	$55,544,949
State Transit Aid	$69,600,000	$50,189,198	$19,410,802
County Transit Aid	$46,400,000	$45,730,059	$669,941
State Sales Tax Exemption	$14,000,000	$14,000,000	$0
TOTAL	**$585,000,000**		**$257,120,028**

CITY OF ROCHESTER MINNESOTA

Budget Allocation



On average, the DMCC and City Council could direct $20.3 Million to capital projects each year between now and 2030 without impacting existing capital and programmatic commitments.

Proposed 2026-2027 DMC Capital Plan

		2026	2027	2028	2029	2030	2031	Source
	New Infrastructure Projects							
1	Downtown Public-Private Infrastructure Investment Alignment	$ 19,185,500	$ 19,185,500					DMC GSIA
2	Interim Wayfinding - Downtown Construction	$ 100,000	$ 100,000					DMC GSIA
3	Strategic Development*	$ 3,000,000	$ 3,000,000					DMC GSIA
	Subtotal	**$ 22,285,500**	**$ 22,285,500**					
	Prior-Approved Infrastructure Projects							
4	6th Street Bridge + Connectivity	$ 2,500,000						DMC GSIA
	Subtotal	**$ 2,500,000**	**$ -**					
	Prior-Approved Transit Projects							
5	ITS Implementation: Rapid Transit (Includes 2nd Street Recon & Streetscape)	$ 8,608,226	$ 17,230,059					DMC CTA
		$ 2,456,003						DMC STA
	Subtotal	**$ 11,064,229**	**$ 17,230,059**					
	2028-2031 Available Funding							
6	New Infrastructure Projects to Support 5-Year Update Priorities	$ -	$ -	$ 17,145,168	$ 17,145,168	$ 20,000,000	$ 20,000,000	DMC GSIA
	Subtotal	**$ -**	**$ -**	**$ 17,145,168**	**$ 17,145,168**	**$ 20,000,000**	**$ 20,000,000**	
	Operations							
7	Contributions to DMC Corporation for DMCC expenses	$ 229,566	$ 230,066	$ 266,123	$ 279,429	$ 293,400	$ 308,070	City DMC Aid
8	Contributions to DMC Corporation for EDA expenses	$ 3,133,864	$ 3,290,557	$ 3,455,085	$ 3,627,839	$ 3,809,231	$ 3,999,693	City DMC Aid
9	City Project Management expenses	$ 1,548,610	$ 1,631,069	$ 1,712,622	$ 1,798,253	$ 1,888,166	$ 1,982,574	City DMC Aid
10	City of Rochester Administrative costs for DMC projects	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	$ 100,000	City DMC Aid
	Subtotal	**$ 5,012,040**	**$ 5,251,692**	**$ 5,533,830**	**$ 5,805,521**	**$ 6,090,797**	**$ 6,390,337**	
	TOTAL	**$ 40,861,769**	**$ 44,767,251**	**$ 22,678,998**	**$ 22,950,689**	**$ 26,090,797**	**$ 26,390,337**	

	2026	2027	2028	2029	2030	2031	Total
Total City DMC Aid	$ 5,012,040	$ 5,251,692	$ 5,533,830	$ 5,805,521	$ 6,090,797	$ 6,390,337	**$ 34,084,217**
Total DMC GSIA	$ 24,785,500	$ 22,285,500	$ 17,145,168	$ 17,145,168	$ 20,000,000	$ 20,000,000	**$ 121,361,336**
Total DMC County Transit Aid	$ 8,608,226	$ 17,230,059	$ -	$ -	$ -	$ -	**$ 25,838,285**
Total DMC State Transit Aid	$ 2,456,003	$ -	$ -	$ -	$ -	$ -	**$ 2,456,003**
	$ 40,861,769	**$ 44,767,251**	**$ 22,678,998**	**$ 22,950,689**	**$ 26,090,797**	**$ 26,390,337**	**$ 183,739,841**

*Examples: Specialized housing, HealthTech Ecosystem, Destination demand-drivers

CITY OF ROCHESTER MINNESOTA

Support New Infrastructure projects Investment Alignment

- **Downtown Public-Private Infrastructure Investment**
  - 2026: $19.185M
  - 2027: $19.185M
- **Interim Wayfinding**
  - 2026: $100,000
  - 2027: $100,000
- **Strategic Development**
  - 2026: $3M
  - 2027: $3M

Prior Approved Projects Continued Investment

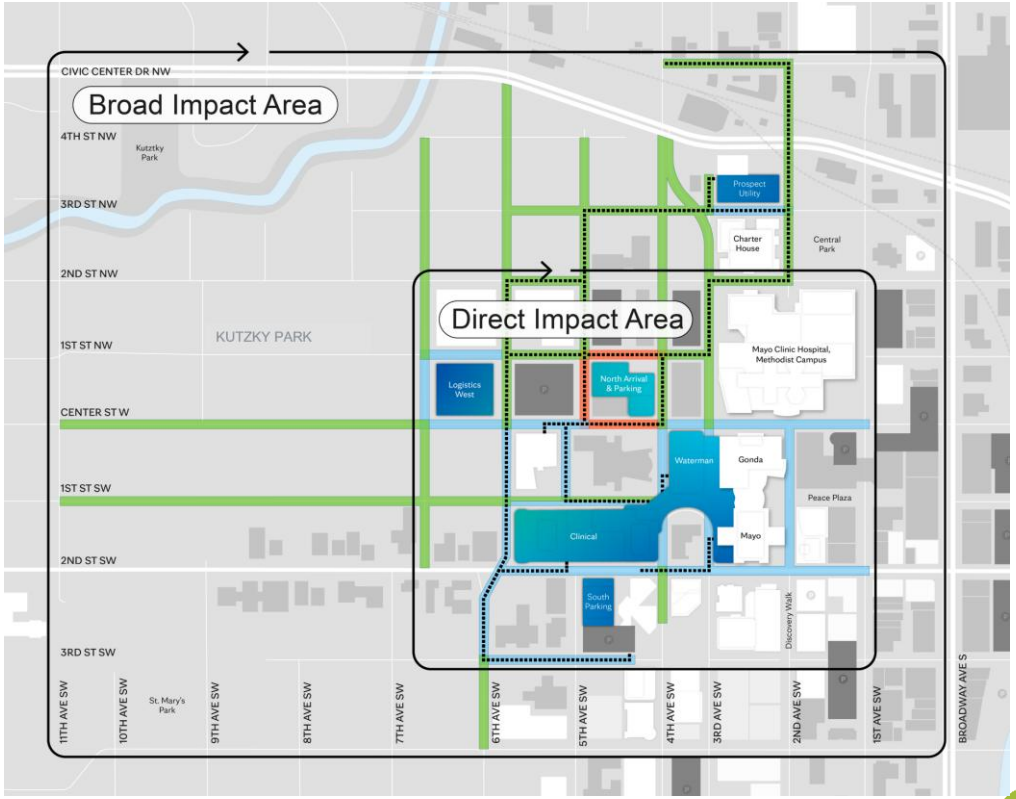
- **6th Street Bridge, Riverfront & Neighborhood Safety:**
  - 2026: $2.5M

- **Link BRT:**
  - 2026: $11,064,229 – County & State Transit Aid
  - 2027: $17,230,059 – County Transit Aid

Downtown Public-Private Infrastructure Investment Alignment

- **2026-2027 Request:**
  - 2026: $19.185M
  - 2027: $19.185M

- **What Will Come:**
  - DMC investment in extraordinary public infrastructure adjacent to Mayo Clinic's private $5.5B investment

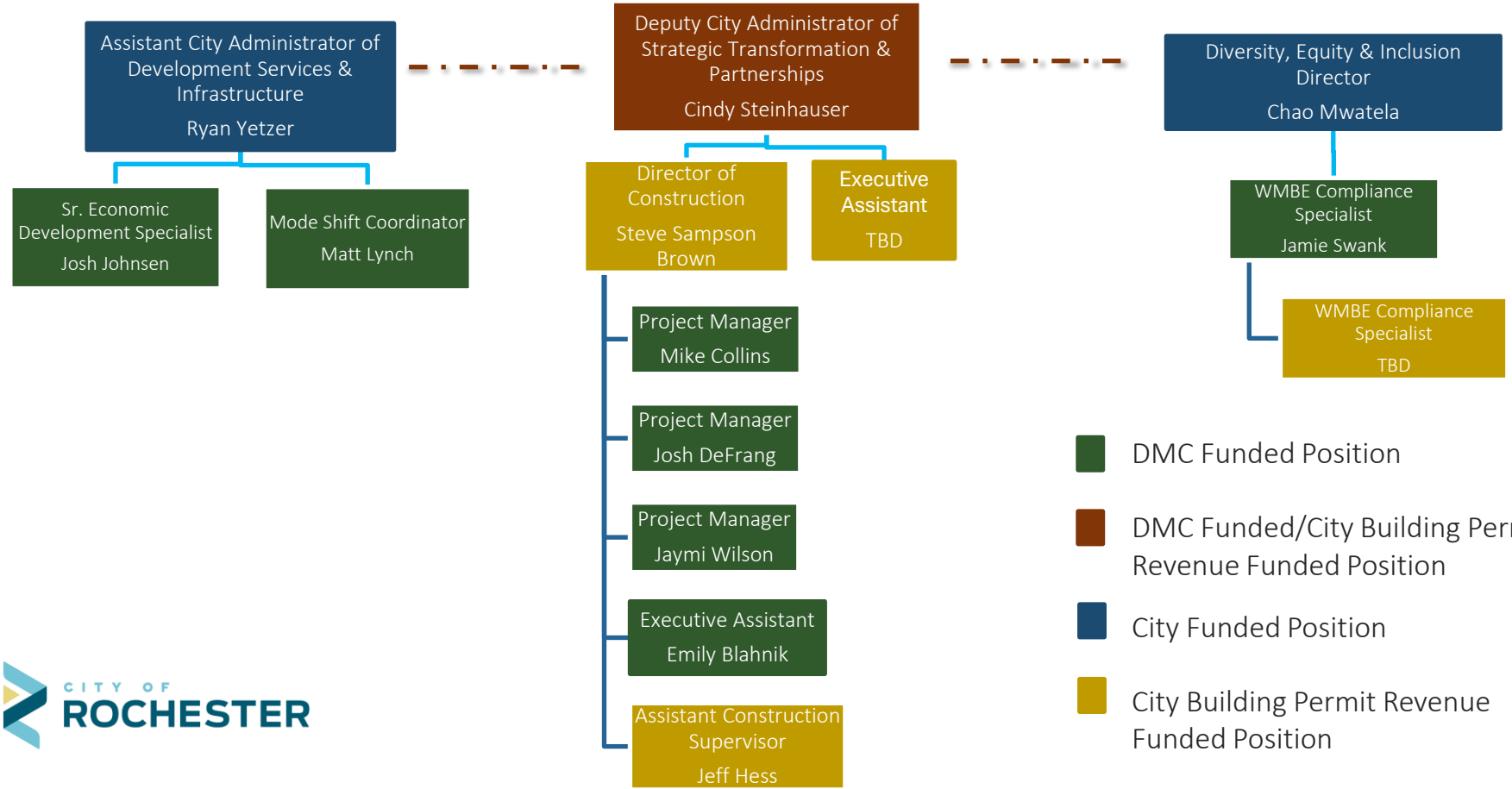


CITY OF ROCHESTER MINNESOTA

DMC Corporation & City Administrative Support

- Professional services, including audit/tax preparation, legal counsel
- Insurance and required non-profit filings
- Board meetings
- Board member travel, per diem, reimbursable expenses

Strategic Transformation & Partnerships Impact Team



CITY OF ROCHESTER

Proposed 2026-2027 DMC Capital Plan

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	Operations							
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	Subtotal	**$ 5,012,040**	**$ 5,251,692**	**$ 5,533,830**	**$ 5,805,521**	**$ 6,090,797**	**$ 6,390,337**	
	TOTAL	**$ 40,861,769**	**$ 44,767,251**	**$ 22,678,998**	**$ 22,950,689**	**$ 26,090,797**	**$ 26,390,337**	

	2026	2027	2028	2029	2030	2031	Total
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Total DMC GSIA	$ 24,785,500	$ 22,285,500	$ 17,145,168	$ 17,145,168	$ 20,000,000	$ 20,000,000	**$ 121,361,336**
Total DMC County Transit Aid	$ 8,608,226	$ 17,230,059	$ -	$ -	$ -	$ -	**$ 25,838,285**
Total DMC State Transit Aid	$ 2,456,003	$ -	$ -	$ -	$ -	$ -	**$ 2,456,003**
	$ 40,861,769	**$ 44,767,251**	**$ 22,678,998**	**$ 22,950,689**	**$ 26,090,797**	**$ 26,390,337**	**$ 183,739,841**

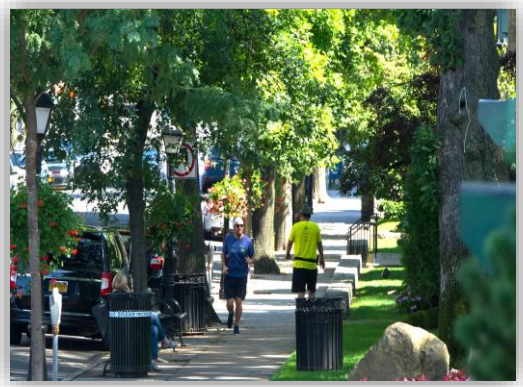
*Examples: Specialized housing, HealthTech Ecosystem, Destination demand-drivers

CITY OF ROCHESTER MINNESOTA

Downtown Public-Private Infrastructure Investment Alignment

CITY OF ROCHESTER MINNESOTA

Downtown Area Infrastructure: Improved Experience



2026 DMC EDA Operating Budget

		2025 DMC Funding	2026 DMC Funding	YOY DMC Funding Change (%)
	Staff			
1	Payroll	$1,519,504	$1,730,763	
2	Benefits	$496,111	$514,000	
3	Payroll Expenses	$6,963	$6,963	
4	Transit Subsidy	$14,400	$14,400	
5	Reimbursements			
	SUBTOTAL	*$2,036,978*	*$2,266,126*	*10.1%*
	Agency Operations			
6	Rent and Utilities	$1,296	$1,356	
7	Equipment Rentals and Furniture			
8	Office Supplies and Consumables	$10,000	$10,000	
9	Room Rental			
10	Postage and Shipping	$1,500	$0	
11	Website Drafting and Hosting	$19,560	$20,560	
12	IT Hardware, Software, and Support	$42,936	$42,640	
13	Miscellaneous Costs	$7,020	$7,400	
	SUBTOTAL	*$82,312*	*$81,956*	*-0.4%*
	Economic Development			
14	Print and Collateral	$5,000		
15	Outreach and Local Events		$25,000	
16	Subscriptions and Memberships	$8,932	$3,000	
17	Conferences, Meetings, Travel, and Participation	$48,000	$20,000	
18	Economic Development Programming	$499,820	$638,420	
	SUBTOTAL	*$561,752*	*$686,420*	*18.2%*
	Professional Services			
19	Legal	$30,000	$54,117	
20	Website Management and CRM	$12,000		
21	Marketing, Communications, and Advertising	$110,308	$10,000	
22	Strategic Public Relations			
23	Contracted Support Staff			
24	Financial Reporting Services	$81,700	$83,400	
	SUBTOTAL	*$234,008*	*$147,517*	*-58.6%*
	Miscellaneous			
25	Insurance and Taxes	$56,492	$57,000	
26	Contingency			
	SUBTOTAL	*$56,492*	*$57,000*	*0.9%*
	TOTAL	***$2,971,542***	***$3,133,864***	***5.2%***

2026-2027 City DMCC Project Management Budget

Account Description	2024 Budget	2025 Budget	2026 Proposed	2027 Proposed
Staff Costs				
Employee Services	$ 1,032,543	1,311,163	1,402,371	1,477,156
Subtotal	$ 1,032,543	$ 1,311,163	$ 1,402,371	$ 1,477,156
Operational Costs				
Rents and Leases	$ 500	500	500	500
Adv, Publishing, & Printing	$ 7,778	7,778	7,778	7,778
Contractual Maint. & Repair	$ 38,760	38,760	38,760	38,760
Expert & Professional Services	$ 8,160	8,405	8,405	8,657
Communications	$ 4,356	4,356	1,548	1,548
Travel/Training/Business Meals	$ 12,547	12,627	9,909	9,909
Subscriptions?Bks?Memberships	$ 5,650	5,650	5,650	5,650
Insurance and Bonds	$ 27,398	30,207	39,756	41,742
Materials and Supplies	$ 2,800	2,800	2,800	2,800
Other Charges	$ 16,962	17,663	22,135	22,814
Miscellaneous				
Professional Development				
Office				
Information				
Allocation Adjustment	$ -	7,131	8,998	13,755
Subtotal	$ 124,911	$ 135,877	$ 146,239	$ 153,913
TOTAL COSTS	**$ 1,157,454**	**$ 1,447,040**	**$ 1,548,610**	**$ 1,631,069**

2026-2027 DMC Corporation Budget

Account Description	2024 Actual	2025 Budget	2025 Actual 8/31	2026 Proposed	2027 Proposed
Revenues	**$ 2,800,395**	**$ 2,984,632**	$ 1,755,518	**$ 3,133,864**	**$ 3,290,557**
Expenditures					
Building Rent	37,309	36,607	34,705	37,000	37,000
Equipment Rent	3,528				
Rents and Leases	**40,837**	**36,607**	34,705	**37,000**	**37,000**
Audit Services	7,000	7,000	6,900	7,250	7,500
Legal Consultants	41,672	140,000	-	140,000	140,000
Accounting Consultants	-	4,000	-	4,250	4,500
Other Expert & Professnl Srvc	58,447	15,000	85,023	15,000	15,000
Expert & Professional Services	**107,119**	**166,000**	91,923	**166,500**	**167,000**
Travel and training	1,019	5,000	557	5,000	5,000
Business meal expenses	389	1,000	-	1,000	1,000
Travel/Training/Business Meals	**1,408**	**6,000**	557	**6,000**	**6,000**
Comprehensive Liability Ins	10,809	20,000	8,404	20,000	20,000
Insurance and Bonds	**10,809**	**20,000**	8,404	**20,000**	**20,000**
Contractual Services					
Professional & Contracted Srvcs	**160,173**	**228,607**	135,589	**229,500**	**230,000**
Other Supplies					
Supplies					
Materials and Supplies					
Interest	41		27	41	41
Other Charges	-		-	25	25
Other Charges	**41**	**-**	27	**66**	**66**
Total Expenditures	**$ 160,214**	**$ 228,607**	$ 135,616	**$ 229,566**	**$ 230,066**
Net Gain(Loss)	2,640,181	2,756,025	1,619,902	2,904,298	3,060,491
Other Financing Uses					
DMC EDA Corporation - Net Revs - Exps	2,640,181	2,756,025	1,619,902	2,904,298	3,060,491
City Support:					
City DMCC Project Management	1,157,454	1,447,040		1,548,610	1,631,069
DMCC Administrative Support by City	100,000	100,000		100,000	100,000
TOTAL DMCC & EDA EXPENDITURES	**$ 4,057,849**	**$ 4,531,672**	$ 1,755,518	**$ 4,782,474**	**$ 5,021,626**

Destination Medical Center Economic Development Agency

&

City of Rochester DMC Project Management Team

2026-2027 Work Plan

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1. Executive Summary

In 2026, DMC activities will build on the unprecedented physical transformation occurring across the DMC Development District. Major ongoing projects in the West Transit Village, Link Bus Rapid Transit, the Sixth Street Bridge and adjacent riverfront and trail connections, and Mayo Clinic's Bold. Forward. Unbound. in Rochester campus enhancements and expansion. The DMC EDA, in collaboration with the City of Rochester, Mayo Clinic, private sector partners, and the region's ecosystem of community-based and non-profit organizations, seeks to deliver these projects in a way that:

- Realizes DMC goals, including catalyzing job growth, private investment, and new tax revenues in the City of Rochester, Olmsted County, and State of Minnesota while meeting DMC's mission to become America's City for Health;
- Advances priorities affirmed by the DMCC board of directors and Rochester City Council;
- Ensures the timely, prudent, and strategic allocation of DMC staff time and financial resources;
- Aligns the strengths and role of the DMC initiative with public and private partners and strategies across the community;
- Promotes the successful implementation of the DMC initiative to recruit, grow, and retain the diversified workforce, business and real estate development, and investment necessary for sustained success.

DMC GOALS

- Create a comprehensive strategic plan with a compelling vision that harnesses the energy and creativity of the entire community
- Leverage the public investment to attract more than $5 billion in private investment to Rochester and the region
- Create approximately 35,000 – 45,000 new jobs, with workforce development strategies that support that growth
- Generate approximately $7.5 - $8.0 billion in new net tax revenue over 35 years
- Achieve the highest quality patient, companion, visitor, employee, and resident experience, now and in the future

2. City of Rochester DMC Project Management Team Responsibilities

The City of Rochester DMC Project Management team supports the DMC initiative in these areas:

- **Project and technical support**, including Link Rapid Transit, 6th Street Connectivity, West Transit Village development, Heart of City, Riverfront Development and supporting transformation
- **Program support**, including **t**argeted business and workforce utilization, the Downtown Task Force, Downtown Commercial Historic District infrastructure investment, active transportation, and "Business Forward" experience enhancement and construction impact mitigation.

3. DMC EDA Statutory Role and Responsibilities

The DMC EDA assists the Destination Medical Center Corporation ("DMCC") and the City of Rochester ("City") in implementing the development planning and promotion, development services, and marketing, outreach and communication activities required to achieve the goals of the DMC development plan.

The DMC legislation identified several key responsibilities of the DMC EDA in addition to its role as an advisory agency to the DMCC and City:

- Drafting and implementing the development plan, including soliciting and evaluating proposals for development and evaluating and making recommendations to the DMCC and the City regarding those proposals.
- Seeking financial support for the DMCC, the City, and projects.
- Partnering with other development agencies and organizations, the city, and the county in joint efforts to promote economic development and establish a destination medical center.
- Supporting and administering the planning and development activities required to implement the development plan.
- Developing and updating the criteria for evaluating and underwriting development proposals.
- Providing transactional services in connection with approved projects.
- Working with the corporation to acquire and facilitate the sale, lease, or other transactions involving land and real property.
- Assisting the DMCC or City and others in applications for federal grants, tax credits, and other sources of funding to aid both private and public development.
- Facilitating private investment through development of a comprehensive marketing program to global interests.
- Developing patient, visitor, and community outreach programs.
- Preparing and supporting the marketing and promotion of DMC.
- Preparing and implementing a program for community and public relations.

4. 2026-2027 Work Plan

The DMC EDA work plan supports the advancement of DMC strategies in the core areas of business development and lead generation; strategic public infrastructure and experience; private investment and development; and marketing and communications.

A. BUSINESS AND REAL ESTATE DEVELOPMENT

Key Activities
HealthTech Industry Lead Generation and Awareness Building
DMC Real Estate Summit
Retail, Dining, and Entertainment Development
Higher Education and Workforce Development Ecosystem Development
Capital Attraction and Awareness Building
Rochester HealthTech Industry and Entrepreneurial Ecosystem Development
Trade Organization and Economic Development Partnership Development
Discovery Square Innovation District Formation
Business Development Marketing and Research
Private Development Project Financial Analysis
Private Development Project Design Analysis

B. STRATEGIC INFRASTRUCTURE AND EXPERIENCE

Key Activities
Incorporate health into built environment projects and DMC and City initiatives (i.e. sustainability/resiliency, equity, accessibility, mobility, esthetics, etc.)
Build workforce capacity by providing trainings, engagement activities, and sponsorships focused on Black, Indigenous, and People of Color (BIPOC)-led businesses
Implement an improved DMC project Targeted Business and Workforce Utilization compliance system
Ensure infrastructure meets the unique needs of the community, patients, and visitors
Maintain and enhance collaboration with partner organizations and community
Build an equitable engagement understanding across the community and local leadership
Partner in the activation of prioritized public spaces with the City, Rochester Downtown Alliance, and others.
Engage downtown businesses and property owners
Implement Communications Plan for Development Plan Update
Support mode shift goals and active transportation

C. MARKETING, COMMUNICATIONS, AND PUBLIC RELATIONS

Key Activities
Build awareness of DMC's positioning as America's City for Health through print and digital media, stakeholder materials, and marketing campaign assets
Develop a high-impact video campaign to engage local and regional audiences, showcasing DMC milestones, community stories, and innovation highlights
Capture ongoing photography at events and across the district to build a robust library of brand-aligned visual assets
Plan and execute 1) an annual meeting + prototyping festival with stakeholders and 2) a strategic site visit
Build and strengthen relationships with local and regional partners through strategic engagement, event participation, co-branded initiatives, and content collaborations
Collaborate with partners to support public relations, creative storytelling, content development, and targeted media outreach
Engage with public relations partners to assist with strategic counsel, media campaign execution, earned media development, and key message amplification to priority DMC audiences
Assess stakeholder sentiment among local, regional, and state audiences to inform long-term communications and engagement strategies

5. 2026-2027 DMC EDA AND PROJECT MANAGEMENT TEAM BUDGETS

The budget, developed to achieve the strategic development objectives and outcomes identified in the workplan, has been prepared by DMC EDA and DMC City of Rochester Project Management teams with the advice of DMC Corporation and DMC EDA board members and City of Rochester administrative leaders.

- The 2026 DMC EDA funding request to the Destination Medical Center Corporation of $3,133,864.

- 2026 DMC EDA funding contributed by Mayo Clinic towards the operational, project, and program expenses of the DMC EDA totals $1,734,340.

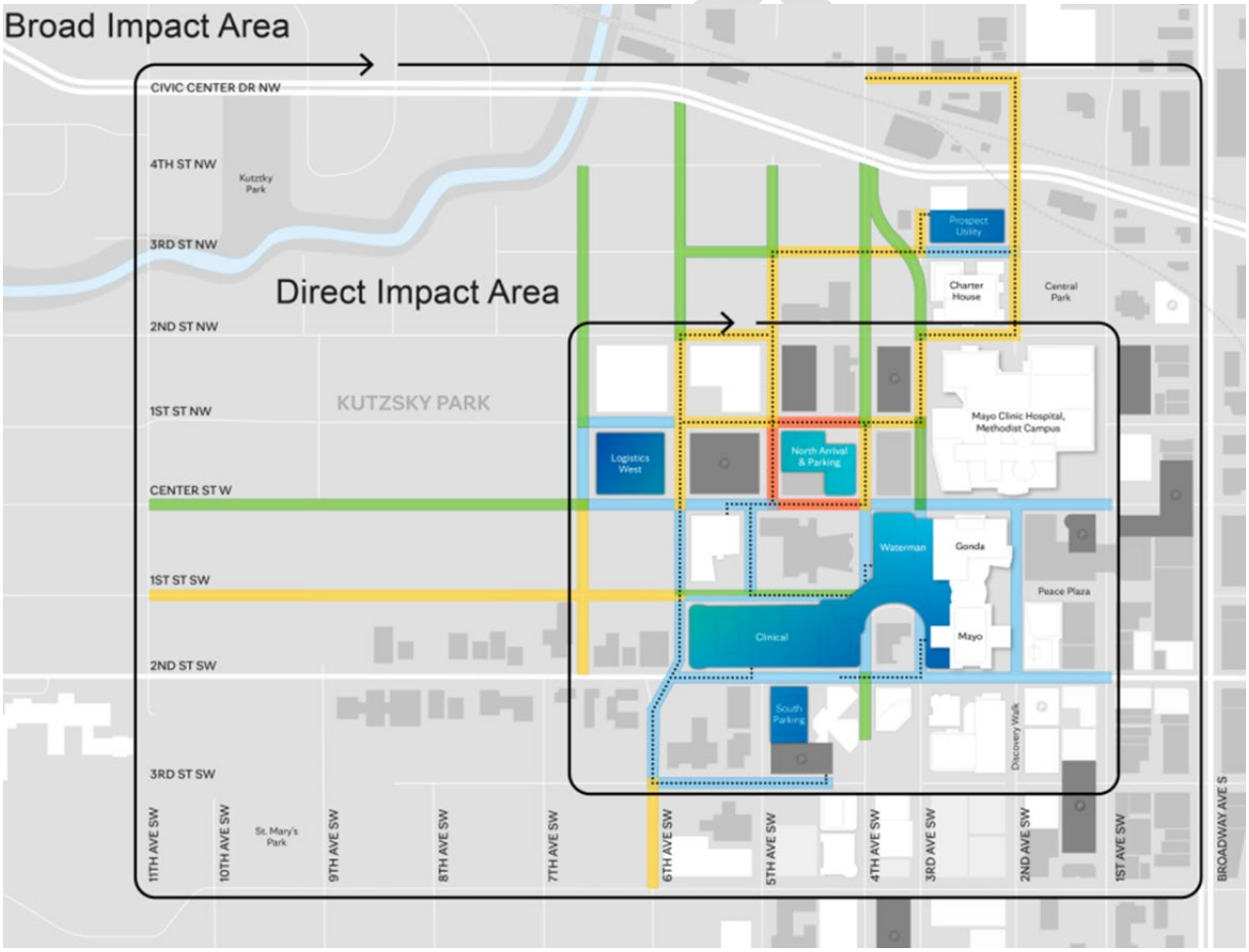
- The 2026 DMC City of Rochester Project Management team funding request to the Destination Medical Center Corporation is $1,548,610.

- DMC-funded costs noted above are accounted for in the 2026-2027 Capital Plan.

2026-2027 DMC Capital Improvement Program Summary

1. Downtown Public-Private Infrastructure Investment Alignment

Project Description:
Beginning with the demolition of portions of Mayo Clinic's Ozmun Building in late 2024, approximately fifteen blocks of Mayo Clinic's downtown campus have been impacted by the "Bold. Forward. Unbound." program in 2025. As Mayo Clinic undertakes its transformative private investment, the DMC EDA and City of Rochester will coordinate private and public infrastructure improvements to ensure maximum public benefit with minimum public impact. The proposed 2026-2027 DMC CIP budget of $38,371,000 (approx. $19,185,500 per year) will support street, water, storm sewer, and sanitary sewer improvements in the adjacent geography.



Color code: Blue = Mayo Responsibility, Orange = Approved improvement already funded, Yellow = Option 1, Green = Option 2, Purple = Option 3

Map Number	Location	Condition description	UPUI, Civil, PUP, Traffic Study or Site Plan requirement	Replacement standard	Estimate	Funding request Opt 1	Funding request Opt 2 - Recommended	Funding request Opt 3
1	Intersection at 6th Ave NW & Civic Center Dr	Needs intersection improvements for additional traffic demand	No	Major roadway, greater typology than standard road	$ 750,000		$ 750,000	$ 750,000
2	6th Ave NW between 4th St. NW & Civic Center Dr	New major pedestrian corridor, above grade infrastructure only and bike enhancements	No	Major roadway, greater typology than standard road	$ 1,500,000		$ 1,500,000	$ 1,500,000
3	6th Ave NW between 3rd & 4th St. NW	New major pedestrian corridor, infrastructure upgrades needed (Sanitary 1945, Water 1936)	No	Major roadway, greater typology than standard road	$ 1,500,000		$ 1,500,000	$ 1,500,000
4	6th Ave NW between 2nd & 3rd St. NW	New major pedestrian corridor, infrastructure upgrades needed (Sanitary 1945, Water 1936)	No	Major roadway, greater typology than standard road	$ 1,500,000		$ 1,500,000	$ 1,500,000
5	6th Ave NW between 1st & 2nd St. NW	New major pedestrian corridor, infrastructure upgrades needed (Sanitary 1945, Water 1936)	UPUI B3 & Site Plan (50% of block)	Major roadway, greater typology than standard road	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000
6	6th Ave NW between Center St W & 1st St NW	New major pedestrian corridor, infrastructure upgrades needed (Sanitary 1945, Water 1936)	UPUI B3 & Site Plan	Major roadway, greater typology than standard road	$ 1,500,000	$ 1,500,000	$ 1,500,000	$ 1,500,000
7	Intersection of 6th Ave NW & Center Street W	New major pedestrian corridor, infrastructure upgrades needed (Sanitary 1952, Stormwater 1984 & 2020, Water 1936)	UPUI B3 & Site Plan	Major roadway, greater typology than standard road	$ 500,000	$ 500,000	$ 500,000	$ 500,000
8	6th Ave NW between 1st St SW & Center Street W	New major pedestrian corridor, infrastructure upgrades needed (Sanitary 1945 & 1952, Stormwater 1984 & 2020, Water 1936)	Site Plan	Major roadway, greater typology than standard road				
9	6th Ave NW between 2nd St. SW & 1st SW	New major pedestrian corridor, infrastructure upgrades needed (Sanitary 1945 & 1952, Stormwater 1946 & 1980, Water 1936 & 2014)	Site Plan	Major roadway, greater typology than standard road	$ 1,000,000			
10	5th Ave NW between 3rd & 4th St NW	Infrastructure to support future demand (Sanitary 1945, water 1887)	No	Regular standard with increased capacity for development	$ 750,000		$ 750,000	$ 750,000
11	5th Ave NW between 2nd & 3rd St NW	Infrastructure to support future demand (Sanitary 1945, water 1887)	UPUI B3	Regular standard with increased capacity for development	$ 750,000	$ 750,000	$ 750,000	$ 750,000
12	5th Ave NW between 1st & 2nd St NW	Infrastructure to support future demand (Sanitary 1945, water 1887)	UPUI B3 & Site Plan	Regular standard with increased capacity for development	$ 750,000	$ 750,000	$ 750,000	$ 750,000

13	5th Ave NW between Center St W & 1st St NW	Infrastructure to support future demand (Sanitary 1945, Storm water 1946, water 1887)	UPUI B2	Regular standard with increased capacity for development	$ 500,000			
14	4th Ave NW between 3rd St NW & Civic Center Dr	New major pedestrian corridor, infrastructure upgrades needed (Sanitary 1945, Stormwater 1980, Water 1928)	No	Major roadway, greater typology than standard road	$ 1,000,000		$ 1,000,000	$ 1,000,000
15	4th Ave NW between 2nd & 3rd St NW	New major pedestrian corridor, infrastructure upgrades needed (Sanitary 1945, Water 1928)	No	Major roadway, greater typology than standard road	$ 1,000,000		$ 1,000,000	$ 1,000,000
16	4th Ave NW between 1st & 2nd St NW	New major pedestrian corridor, infrastructure upgrades needed (Sanitary 1945, Stormwater 1986)	No	Major roadway, greater typology than standard road	$ 1,000,000		$ 1,000,000	$ 1,000,000
17	4th Ave NW between Center St W & 1st St NW	New major pedestrian corridor, infrastructure upgrades needed (Sanitary 1945, Stormwater 1986)	UPUI B3 & Site Plan	Major roadway, greater typology than standard road	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000
18	4th Ave NW between Center St W & 1st St SW	New major pedestrian corridor, infrastructure upgrades needed (Sanitary 1945 & 2024, Stormwater 1986, Water 1928 & 1999)	Civil Pkg & Site Plan					
19	4th Ave NW between 1st St SW & 2nd St SW	New major pedestrian corridor, infrastructure upgrades needed (Sanitary 1985, Stormwater 1985 & 2012, Water 1928 & 1986)	Civil Pkg & Site Plan					
20	4th Ave SW between 2nd & 3rd St SW	Infrastructure to support future demand (1/2 block small Stormwater line 1955)	No	Regular standard with increased capacity for development	$ 500,000		$ 500,000	$ 500,000
21	3rd Ave NW between 3rd St NW & Civic Center Dr	New major pedestrian corridor and small Sanitary line improvement (1945)	No	Major roadway, greater typology than standard road	$ 1,000,000		$ 1,000,000	$ 1,000,000
22	3rd Ave NW between 2nd & 3rd St NW	New major pedestrian corridor and small Sanitary line improvement (1945)	No	Major roadway, greater typology than standard road	$ 1,000,000		$ 1,000,000	$ 1,000,000
23	3rd Ave NW between 1st & 2nd St NW	New major pedestrian corridor, infrastructure upgrades needed (Sanitary 1984,Stormwater 1962, Water 1984)	Civil Pkg D	Major roadway, greater typology than standard road	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000
24	3rd Ave NW between Center St W & 1st St NW	New major pedestrian corridor, infrastructure upgrades needed (Sanitary 1986,Stormwater 1963 &1971, Water 1986)	Civil Pkg D	Major roadway, greater typology than standard road	$ 1,000,000		$ 1,000,000	$ 1,000,000
25	Intersection of 3rd Ave SW & Center St. W	New major pedestrian corridor, infrastructure upgrades needed (Sanitary 1945, Stormwater 1971, Water 1986)	Site plan	Major roadway, greater typology than standard road				

26	3rd Ave SW from 1st SW to Center St. W	New major pedestrian corridor, infrastructure upgrades needed (Sanitary 1945 & 1971, Stormwater 1971, Water 1986)	Civil Pkg & Site Plan	Major roadway, greater typology than standard road				
27	3rd Ave SW from 2nd St SW to 1st SW	New major pedestrian corridor, infrastructure upgrades needed (Sanitary 1954, Stormwater 1954, Water 2004)	Civil Pkg & Site Plan	Major roadway, greater typology than standard road				
28	2nd Ave NW between 2nd St NW & Civic Center Dr	Infrastructure to support future demand (Sanitary 1945, Stormwater 1943, water 1916)	Civil Pkg	Regular standard with increased capacity for development	$ 750,000	$ 750,000	$ 750,000	$ 750,000
29	2nd Ave SW between 1st St SW & Center St W	Infrastructure to support future demand (Sanitary 1952, Stormwater 1946, water 1999)	No	Regular standard with increased capacity for development, no need to replace water				
30	2nd Ave SW between 1st SW and 2nd St SW	Infrastructure to support future demand (Sanitary 1952, Stormwater 1946, water 1999)	Site Plan					
31	1st Ave NW between 3rd St NW & Civic Center Dr	Enhanced corridor bike lane improvement and infrastructure for future demand (small Stormwater 1945, undersized water 1887)	Traffic study	Major roadway, greater typology than standard road	$ 750,000			$ 750,000
32	1st Ave NW between between 2nd & 3rd St NW	Enhanced corridor bike lane improvement and infrastructure for future demand (small Stormwater 1947, undersized water 1887)	Traffic study	Major roadway, greater typology than standard road	$ 1,500,000			$ 1,500,000
33	1st Ave NW between 1st & 2nd St NW	Enhanced corridor, primarily above ground improvements (Sanitary 2022, Minor storm replacement, Water replacement & upsizing has sections to 1887)	Traffic study	Major roadway, greater typology than standard road, undersized water 1887	$ 1,000,000			$ 1,000,000
34	1st Ave NW between Center St W & 1st St NW	Enhanced corridor, above ground improvements only (Water 2022), minor storm and roadway only	Traffic study	Major roadway, greater typology than standard road	$ 750,000			$ 750,000
35	Intersection at 1st Ave NW & Center St W	Enhanced corridor and infrastructure for future demand (Sanitary sewer 1946)	Traffic study	Major roadway, greater typology than standard road	$ 500,000			$ 500,000
36	1st Ave SW between 2nd & 3rd St. SW	Enhanced corridor and infrastructure for future demand (Sanitary sewer 1948, water 1989 upsize to 12")	No	Major roadway, greater typology than standard road	$ 1,500,000			$ 1,500,000

37	1st Ave SW between 3rd & 4th St. SW	Enhanced corridor and infrastructure for future demand (Sanitary sewer 1948, stormwater 1948, water 1919 3 sections and upsizing)	No	Major roadway, greater typology than standard road	$ 1,500,000			$ 1,500,000
38	3rd St NW between 5th & 6th Ave NW	Infrastructure to support future demand (Sanitary 1945, Stormwater 1945, water 1887 upsizing)	No	Regular standard with increased capacity for development	$ 750,000		$ 750,000	$ 750,000
39	3rd St NW between 4th & 5th Ave NW	Infrastructure to support future demand (Sanitary 1945, water 1887 upsizing)	UPUI B3	Regular standard with increased capacity for development	$ 750,000	$ 750,000	$ 750,000	$ 750,000
40a	3rd St NW between 3rd & 4th Ave NW	Infrastructure to support future demand (Sanitary 1945, Stormwater 1996 & 2001, water 1887 upsizing)	UPUI B3	Regular standard with increased capacity for development	$ 500,000	$ 500,000	$ 500,000	$ 500,000
40	3rd St NW between 3rd Ave NW & Civic Center Drive	Infrastructure to support future demand (Sanitary 1945, water upsizing 1999)	No		$ 500,000	$ 500,000	$ 500,000	$ 500,000
41	3rd St NW between 2nd & 3rd Ave NW	Infrastructure to support future demand (Sanitary 1945, Stormwater 1945, water 1887) Mayo doing some as part of PUP	UPUI B3	Regular standard with increased capacity for development				
42	2nd St NW between 5th & 6th Ave NW	Infrastructure to support future demand (Sanitary 1947, Stormwater 1945, water 1887 need upsizing)	UPUI B3	Regular standard with increased capacity for development	$ 750,000	$ 750,000	$ 750,000	$ 750,000
43	2nd St NW between 2nd & 3rd Ave NW	Infrastructure to support future demand (Sanitary 1984, Stormwater 1945 & 1983, Water 1999 & 2011)	Civil pkg	Regular standard with increased capacity for development	$ 1,000,000	$ 1,000,000	$ 1,000,000	$ 1,000,000
44	1st St NW between 5th Ave NW & 6th Ave NW	Infrastructure to support future demand, street is bituminous pavement (water 1990 no replacement 12")	UPUI & Site Plan	Regular standard with increased capacity for development	$ 750,000	$ 750,000	$ 750,000	$ 750,000
45a	1st St NW between 4th Ave NE & 5th Ave NW	Infrastructure to support future demand, street is bituminous pavement (water 1990)	UPUI & Site Plan	Regular standard with increased capacity for development	$ 500,000			
45b	1st St NW between 3rd Ave NW &4th Ave NE	Infrastructure to support future demand, street is bituminous pavement (water 1986, storm)	Civil & Site Plan	Regular standard with increased capacity for development	$ 750,000	$ 750,000	$ 750,000	$ 750,000

46	Center St W between 5th & 6th Ave NW	Cycle track & Infrastructure to support future demand (Sanitary 2003, Stormwater 1984, Water 2003)	Traffic study	Regular standard with increased capacity for development				
47	Center St W between 4th & 5th Ave NW	Cycle track & Infrastructure to support future demand (Sanitary 2003, Stormwater 1984, Water 2003)	Traffic study	Regular standard with increased capacity for development	$ 500,000			
48	Center St W between 3rd & 4th Ave NW	Cycle track & Infrastructure to support future demand (Sanitary 2003, Stormwater 1971 & 1986, Water 2003)	Civil Pkg &Traffic study	Regular standard with increased capacity for development				
49	Center St W between 2nd & 3rd Ave NW	Cycle track & Infrastructure to support future demand (Stormwater 1971 & 1986, Water 1986 & 2000)	Civil Pkg &Traffic study	Regular standard with increased capacity for development				
50	Center St W between 1st & 2nd Ave NW	Enhanced corridor primarily above ground improvements some infrastructure for future demand (Sanitary sewer 1963, Stormwater 1954, water 1963 cast iron replacement, upsizing)	Traffic study	Regular standard with increased capacity for development				
51	1st St SW between 5th& 6th Ave NW - **North side only**	Enhanced corridor primarily above ground improvements some infrastructure for future demand (Sanitary sewer 1985 - Mayo, Stormwater 1954, water 1916 Mayo?	Site plan & Civil package B	Major roadway, greater typology than standard road	$ 750,000		$ 750,000	$ 750,000
52	1st St SW between 4th & 5th Ave NW - **North side only**	Enhanced corridor primarily above ground improvements some infrastructure for future demand (Sanitary sewer 1985 - Mayo,	Site plan & Civil package B	Major roadway, greater typology than standard road	$ 750,000		$ 750,000	$ 750,000
53-56	2nd St SW between 1st Ave SW & 6th Ave SW		Mayo improvements					
A	2nd Ave NW from 3rd St NW to 5th St. NW and 5th St. NW from 2nd Ave NW to 4th Ave NW	Infrastructure to support future demand (Sanitary 1945 & 1954 water 1931)	Civil pkg		$ 2,871,000	$ 2,871,000	$ 2,871,000	$ 2,871,000
	Total				$ 40,371,000	$ 15,621,000	$ 30,371,000	$ 37,871,000
	Kutzky park allocation					$ 3,000,000	$ 8,000,000	$ 8,000,000
				Revised total		$ 18,621,000	$ 38,371,000	$ 45,871,000

2. Interim Wayfinding + Downtown Construction

Project Description:
The commencement of major construction in the DMC development district, including LINK bus rapid transit and Mayo Clinic's "Bold. Forward. Unbound" program, will create frequently evolving mobility and commuting circumstances for employees, residents, patients, and visitors. Interim wayfinding assets and strategies will be deployed to ensure that pedestrians, transit and micro-mobility users, and drivers can successfully navigate to and through transformation-impacted areas. Assets could include items like signage providing direction to retail and dining amenities, hotels and recreation assets, Mayo Clinic campuses and Discovery Square, and other areas of interest.

3. Strategic Development

Project Description:
In 2020 the DMCC and City Council established, in the DMC CIP, a Strategic Development fund intended to proactively support housing, med-tech, downtown property improvement, and other strategic priorities established by the DMCC and Rochester City Council. Each year the DMCC and City Council added to this line item, for a total of $26 million.

- 2021: $7M
- 2022: $3M
- 2023: $3M
- 2024: $10M
- 2025: $3M
  TOTAL: $26M

These funds were sourced from the DMC General State Infrastructure Aid portion of the DMC-directed funds.

To date, these funds have been approved for use with five projects:

- **$2.2M**: Bryk on Broadway (mixed-income workforce housing)
- **$500K**: Civic Center North (Sherman) (mixed-income workforce housing with expected public realm improvements and thermal energy network connection)
- **$3.9M**: West Transit Village Phase 1 (Aeon) (affordable senior housing surrounding a planned parking ramp)
- **$5M**: Historic district public infrastructure

- **$2.3725M**: 2nd Street Public Realm (Gerrard) connected to workforce for-sale Housing and private multifamily investment
- **$8M:** BioLabs-Rochester
- **$4M**: Loom Apartments

These approvals have reduced the Strategic Development fund balance to $27,500. City and DMC EDA staff recommend allocating $3 million per year to this fund as a part of the 2026-2027 DMC CIP.

Developer interest in downtown Rochester continues to rise, particularly in the specialized housing, HealthTech ecosystem, and destination demand-driver markets, making this capital budget a useful asset in board and council decision-making.

4. 6th Street Bridge + Connectivity

Project Description:
The 6th Street Bridge, Roadway Safety and Riverfront Improvements project will construct a bridge over the Zumbro River that connects East and West 6th Street South as well as redevelop the area's existing flood control system into an accessible riverfront space. In 2020, the City led the Downtown Waterfront Southeast Small Area Plan to create a vision for the area. The 6th Street Bridge and Riverfront Improvements project was a key component of this plan and during the study process a preferred bridge concept was identified.

The project is intended to: provide a safe multimodal east-west connection to Discovery Walk, southeast neighborhoods and downtown; provide greater access to the Zumbro River by creating an active, accessible, welcoming space that takes advantage of this natural amenity while also providing flood protection; improve access to support redevelopment areas in the near-term (AMPI plant site, Kmart site) and to support the economic vitality goals of the DWSE Plan; provide equitable transportation access to all through enhanced pedestrian and bicycle infrastructure and Complete Streets; implement traffic calming and other safety improvements that limit traffic volumes and speeds in adjacent neighborhood; and commit to social and economic equity and environmental sustainability throughout the project design and implementation processes.

The project cost is $35.8 million and is being funded by a U.S. Department of Transportation Rebuilding American Infrastructure with Sustainability and Equity (RAISE) grant award of $19.9 million, a MNDOT federal grant match of $5.9 million and a required local RAISE grant match of $10 million, which is sourced from DMC GSIA. Construction is expected to begin in 2026.

No additional DMC funds have been requested or approved.

5. Link Bus Rapid Transit

Project Description:
Link rapid transit is a planned 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 city. Service intervals will be every 5 minutes on weekdays from 6 to 9 a.m. and 3 to 6 p.m., and every 10 to 15 minutes at other times. Link will operate from 5 a.m. to midnight on weekdays and 8 a.m. to midnight on weekends.

The project is being completed using funds from DMC and a U.S. Federal Transit Administration (FTA) grant.

Following the approval of additional contingency funding by the DMCC board of directors in July 2025, the project budget is:

	2020	2021	2022	2023	2024	2025	2026	2027	Total
Transit Cty	1,548,800	2,100,800	4,155,534	3,419,779	3,718,569	4,948,292	8,608,226	17,230,059	45,730,059
Transit State	2,323,200	3,151,200	10,388,836	5,129,668	19,317,854	7,422,437	2,456,003	-	50,189,198
GSIA	-	-	2,040,277	9,092,566	-	-	-	-	11,132,843
Water	-	-	-	-	150,000	-	-	-	150,000
Sewer	-	-	-	-	225,000	-	-	-	225,000
Grant	-	-	-	-	-	4,389,640	-	-	4,389,640
Federal	-	200,000	2,100,000	107,000	24,700,000	57,810,168	-	-	84,917,168
	3,872,000	5,452,000	18,684,647	17,749,013	48,111,423	74,570,537	11,064,229	17,230,059	196,733,908

6. DMC Corporation

Project Description:
The operating budget of the DMC Corporation provides funding for professional services, including audit and tax preparation and legal counsel; insurance and required non-profit filings; board meetings; and eligible board member travel, per diem, and reimbursable expenses.

7. DMC EDA

Project Description:
The DMC EDA provides ongoing program and advisory services to the DMCC. The scopes of services are informed by the DMC EDA's responsibilities under the DMC Act, the services agreement between the DMCC and the DMC EDA, and the approved work plan.

8. City of Rochester DMC Project Management Team

Project Description:
The operating budget of the City of Rochester DMC Project Management Team engaged in project, program, and technical support of the DMC initiative. Supported projects include LINK Rapid Transit, 6th Street Connectivity, West Transit Village development, Heart of City, Riverfront development, and project coordination related to "Bold. Forward. Unbound." Supported programs include targeted business and workforce utilization, the downtown task force, the Downtown Commercial Historic District property preservation program, active transportation, and "Business Forward" construction enhancement and impact mitigation strategies. Project management activities are presented in a work plan.

9. City of Rochester administrative support to the DMCC

Project Description:
The City of Rochester provides administrative support to the DMC Corporation, including serving at the DMCC's fiscal agent, coordinating the completion of its annual financial audit and tax filings, posting meeting agendas and other required notices.

DESTINATION MEDICAL CENTER CORPORATION

RESOLUTION NO. ____-2025

A RESOLUTION APPROVING THE 2026-2027 DMCC FUNDING REQUEST, THE EXTENSION OF WORKING CAPITAL LOAN, AND AUTHORIZING TRANSMITTAL TO THE CITY OF ROCHESTER

BACKGROUND RECITALS

A. The Destination Medical Center Corporation ("**DMCC**") must adopt an annual Funding Request and Five Year Capital Plan. The DMCC Funding Request has historically included the DMCC annual budget, the Destination Medical Center Economic Development Agency ("**EDA**") annual budget and work plan, and supported costs incurred by the City of Rochester.

B. On February 26, 2015, the DMCC adopted Resolution No. 26-2015, approving the form of and authorizing the Chair and Treasurer to execute, amend, and take other actions to implement the working capital loan documents to provide for advanced funding of DMCC and EDA operations (collectively, the "**Loan Documents**").

C. The DMCC is interested in transitioning to a biennial budgeting process and, to that end, will review and, as necessary, contemplate future amendments to its governing documents and the Loan Documents, to facilitate and formalize this transition ("**Modification Approval Process**").

D. The DMCC has completed the required annual reconciliation of the advances to the DMCC and the DMCC eligible expenses for 2025.

E. While current DMCC governing documents, and the Loan Documents, contemplate an annual extension of the Working Capital Loan, the DMCC has prepared a DMCC Request for Extension of the Working Capital Loan for 2026 and also for 2027, both in the amount of $1,000.00 per year, as such amount may be adjusted by the City pursuant to Section 2.8(c) of the Working Capital Loan Agreement (DMCC-City) effective April 1, 2014, as amended.

F. The EDA has submitted an EDA Request for Extension of the Working Capital Loan for 2026 and also for 2027, requesting that the Loan Documents be extended for 2026 and 2027 in the amount of $150,000.00 per year, as such amount may be adjusted by the City pursuant to Section 2.8(c) of the Working Capital Loan Agreement (DMCC-EDA), effective April 1, 2014, as amended, and has provided the required annual reconciliation of advances and eligible expenses paid from such advances.

G. The DMCC and EDA Requests for Extension of the Working Capital Loan for 2026 and 2027 are attached as **Exhibit A**.

RESOLUTION

NOW, THEREFORE, BE IT RESOLVED, by the DMCC Board of Directors that the 2026-2027 DMCC Funding Request and the Five Year Capital Plan, each on file with the DMCC, are approved, with the 2027 Funding Request conditioned upon adoption and implementation of the Modification Approval Process on or before the end of 2026, as evidenced by a duly adopted resolution of the DMCC Board of Directors. Further, the DMCC hereby approves the projects set forth in the first two years of the Five Year Capital Plan as public infrastructure projects within the meaning of Minnesota Statutes Section 469.40, Subdivision 11, and consistent with the Development Plan, adopted on April 23, 2015, as amended (each, an "**Approved Capital Project**" and collectively , the "**Approved Capital Projects**"), provided that:

1. The scope of approval for each Approved Capital Project is set forth in the 2026-2027 DMC Capital Improvement Program Summary attached as **Exhibit B**;

2. Final approval of funding for each Approved Capital Project may be subject to subsequent approval by the DMCC, when such approval is necessary to affirm project scope, costs, and availability of funds;

3. For the Downtown Public-Private Infrastructure Investment Alignment project, recognizing that planning efforts are at a preliminary stage and will shape the project scope and funding needs, further detail and information as to public realm and infrastructure plans and proposed funding shall be presented to the DMCC for specific approval of the project plan and costs; and, to prepare this additional detail and information, the City is authorized, in its reasonable discretion, to expend a portion of these project funds on necessary design and planning; and

4. Staff is directed to provide the Board with an annual reconciliation of budget amounts and expenditures for each of the Approved Capital Projects.

BE IT FURTHER RESOLVED, that the EDA Request for Extension of the Working Capital Loan for 2026 and 2027, and the DMCC Request for Extension of the Working Capital Loan for 2026 and 2027, attached as **Exhibit A** and on file with the DMCC, are approved, with the EDA and DMCC 2027 Request for Extension of the Working Capital Loan conditioned upon adoption and implementation of the Modification Approval Process on or before the end of 2026, as evidenced by a duly adopted resolution of the DMCC Board of Directors.

BE IT FURTHER RESOLVED, that the Chair and Treasurer are hereby authorized and directed to transmit this Resolution to the City of Rochester and to take such actions as are necessary or convenient to effectuate the 2026-2027 DMCC Funding Request, the Five Year Capital Plan, and the extension of the Loan Documents, including, but not limited to, the authority to execute, deliver, and perform, in the name of and on behalf of the DMCC, the DMCC Request for Extension of the Working Capital Loan for 2026 and 2027 and the Loan Documents to which the DMCC is a party, with such modifications, additions, deletions, or other changes as the Chair and Treasurer may deem necessary or appropriate to accomplish the requested extension, all which may be performed without further action of this Board.

EXHIBIT A

DMCC REQUEST FOR EXTENSION OF WORKING CAPITAL LOAN FOR 2026 AND 2027

To: City of Rochester, Minnesota (the "City")

1. The undersigned authorized representative (the "Representative") of the Destination Medical Center Corporation ("DMCC") hereby authorizes and requests an extension of the Term of the Working Capital Loan Agreement (DMCC-City), dated April 30, 2015, as amended, by and between the City and the DMCC (the "Agreement") and renewals of the DMCC Note and the EDA Note, in the amount and on the date specified below, in order to pay certain DMCC Eligible Expenses and to provide the EDA Tranche to pay certain EDA Eligible Expenses, pursuant to the terms and conditions of the Agreement. Capitalized terms not otherwise defined herein shall have the meanings given them in the Agreement.

2. The Representative certifies that (i) attached as Attachment 1 is a true and correct annual reconciliation of the DMCC Tranche Advances made through August 31, 2025 and the DMCC Eligible Expenses paid from such Advances, as required by Section 2.6 of the Agreement; (ii) each item for which the DMCC sought payment in Attachment 1 was a DMCC Eligible Expense; and (iii) the Advances received by the DMCC have not exceeded the limitations set out in Section 2.4(a) of the Agreement.

3. The Representative further certifies that attached as Attachment 2 is a true and correct copy of the EDA Request for Extension of the Working Capital Loan for 2026 and 2027.

4. The DMCC hereby requests an extension of the Agreement Term and renewals of the DMCC Note and the EDA Note, in the amount of $1,000.00 as the DMCC Tranche Advance and in the amount of $150,000.00 as the EDA Tranche Advance, as such amounts may be adjusted by the City pursuant to Section 2.8(c) of the Agreement, for payment of DMCC Eligible Expenses and, as to the EDA Tranche, for payment of EDA Eligible Expenses.

5. The Representative further certifies that no portion of the amount requested in paragraph 4 above constitutes a DMCC Excess Request under Section 2.3 of the Agreement.

6. The Representative further certifies that this statement and all exhibits and attachments hereto, and documents furnished in connection herewith, shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warrant, protection, and authority to the City for its actions taken pursuant hereto.

Dated: _____, 2025

_____
Authorized DMCC Representative

ATTACHMENT 1

DMCC Working Capital Loan
Account Reconciliation
2025 Year-to-Date

DMCC Bank Account	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Beginning Bank Balance	65,187	1,352	1,440	1,437	1,413	627	618	236	10,234	10,234	10,234	10,234
DMCC Bank Charges	137	386	386	389	391	385	386	387				
Adjustments - bank fees												
Adjustments - change in												
Interest Earnings	3	5	2	3	3	3	5	2				
EDA Funding Requested	296,749	250,006	229,148	192,968	318,074	221,625	180,100	212,771				
Actual Funded	233,047	259,857	250,824	214,123	339,574	232,836	207,700	229,053				
Checks		9,381	21,295	20,792	21,900	10,837	27,600	5,901				
Difference	(63,702)	469	381	363	(399)	373	-	10,382	-	-	-	-
Ending Bank Balance	$ 1,352	$ 1,440	$ 1,437	$ 1,413	$ 627	$ 618	$ 236	$ 10,234	$ 10,234	$ 10,234	$ 10,234	$ 10,234
Reconciling Items												
Interest												
Bank Fees												
Net	1,352	1,440	1,437	1,413	627	618	236	10,234	10,234	10,234	10,234	10,234
Ending Bank Balance	**$ 1,352**	**$ 1,440**	**$ 1,437**	**$ 1,413**	**$ 627**	**$ 618**	**$ 236**	**$ 10,234**	**$ -**	**$ -**	**$ -**	**$ -**

DMCC Working Capital Loan
Account Reconciliation
2024 Year End

DMCC Bank Account	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
Beginning Bank Balance	1,005	1,026	2,375	1,003	888	890	13,818	893	885	887	2,594	889
DMCC Bank Charges	126	119	118	117	120	119	125	120	118	113	121	121
Adjustments - bank fees												
Adjustments - change in												485
Interest Earnings	27	11	5	5	10	9	18	6	5	7	10	3
EDA Funding Requested	316,576	254,503	196,579	151,320	272,122	140,917	305,006	187,782	175,267	216,893	290,141	150,079
Actual Funded	323,994	255,959	196,694	158,992	273,734	172,531	318,099	191,158	175,382	260,473	302,670	224,009
Checks	7,298	-	1,373	7,675	1,500	18,575	25,910	3,269	-	41,766	14,123	10,000
Difference	121	1,456	(1,258)	(3)	112	13,038	(12,818)	107	115	1,813	(1,594)	63,930
Ending Bank Balance	$ 1,026	$ 2,375	$ 1,003	$ 888	$ 890	$ 13,818	$ 893	$ 885	$ 887	$ 2,594	$ 889	$ 65,187
Reconciling Items												
Interest												
Bank Fees												
Net	1,026	2,375	1,003	888	890	13,818	893	885	887	2,594	889	65,187
Ending Bank Balance	**$ 1,026**	**$ 2,375**	**$ 1,003**	**$ 888**	**$ 890**	**$ 13,818**	**$ 893**	**$ 885**	**$ 887**	**$ 2,594**	**$ 889**	**$ 65,187**

ATTACHMENT 2

EDA REQUEST FOR EXTENSION AND INCREASE OF THE WORKING CAPITAL LOAN FOR 2026

To: Destination Medical Center Corporation
City of Rochester, Minnesota

1. The undersigned authorized representative (the "Representative") of the Destination Medical Center Economic Development Agency ("EDA") hereby authorizes and requests an extension of the Term of the Working Capital Loan Agreement (DMCC-EDA), dated April 30, 2015, by and between the Destination Medical Center Corporation ("DMCC") and the EDA (the "Agreement"), and a renewal of the EDA Note, in the amount and on the date specified below, in order to pay certain EDA Eligible Expenses pursuant to the terms and conditions of the Agreement. Capitalized terms not otherwise defined herein shall have the meanings given them in the Agreement.

2. The Representative certifies that (i) attached as Exhibit A is a true and correct annual reconciliation of the Advances made through July 31, 2025 and EDA Eligible Expenses paid from such Advances, as required by Section 2.6 of the Agreement; (ii) each item for which the EDA sought payment in Exhibit A was an EDA Eligible Expense; and (iii) the Advances received by the EDA have not exceeded the limitations set out in Section 2.4(b) of the Agreement.

3. The Representative hereby requests an extension of the Agreement Term and a renewal and increase of the EDA Note through the period December 31, 2026, in the Maximum Aggregate EDA Advances amount of $150,000, as such amount may be adjusted by the City as provided in Section 2.8(c) of the Agreement, for payment of EDA Eligible Expenses pursuant to the terms and conditions of the Agreement.

4. The Representative further certifies that no portion of the amount requested in paragraph 3 above constitutes an EDA Excess Request under Section 2.3 of the Agreement.

5. The Representative further certifies that this statement and all exhibits and attachments hereto, and documents furnished in connection herewith, shall be conclusive evidence of the facts and statements set forth herein and shall constitute full warrant, protection, and authority to the DMCC for its actions taken pursuant hereto.

Dated: September 11, 2025

Authorized EDA Representative

DMC EDA
Operating Account
Reconciliation of Bank Balance to Advance Total
Bank Balance Date: 8/31/2024

Balance per Bank:		**$ 100,221.77**	
Add:			
Advance in transit for expense cleared bank or expenses not yet requested-			
Payroll		$ (1,000.00)	Luther Interns 8/28
Payroll 8/30	$ 255.06		
	$ 256.15		
	$ 17,099.22		
	$ 38,919.53	$ 56,529.96	
Checks cleared		$ 96.11	Amazon 8/8
Less:			
Advance for expenses not cleared:			
CCC		$ 124.00	CC Min. payment
Outstanding checks		$ (4,013.69)	Catherine ER
Outstanding checks		$ (1,958.15)	Data Smart 8/1
Cash Flow		$ (50,000.00)	Cash Flow
Advance Total reconciled		**$ 100,000.00**	

DMC EDA
Operating Account
Reconciliation of Bank Balance to Advance Total
Bank Balance Date: 9/30/2024

Balance per Bank:		**$ 75,768.48**	
Add:			
Advance in transit for expense cleared bank or expenses not yet requested-			
Payroll		$ (1,000.00)	Luther Interns
Payroll 9/27	$ 235.44		
	$ 369.15		
	$ 15,382.11		
	$ 38,391.30		
	$ 8,319.06	$ 62,697.06	
Expense cleared		$ 96.11	Amazon
Expense cleared		$ 12,389.15	BCBS 9/23
Expense cleared		$ 850.00	Big Bang
Less:			
Advance for expenses not cleared:			
CCC		$ 124.00	CC Min. payment
Outstanding checks		$ (564.42)	Squeegee Squad
Outstanding checks		$ (297.34)	C to Shining C
Outstanding checks		$ (63.04)	ER
Cash Flow		$ (50,000.00)	Cash Flow
Advance Total reconciled		**$ 100,000.00**	

DMC EDA
Operating Account
Reconciliation of Bank Balance to Advance Total
Bank Balance Date: 10/31/2024

Balance per Bank:			**$ 74,648.95**	
Add:				
Advance in transit for expense cleared bank or expenses not yet requested-				
Payroll			$ 1,000.00	Sept DEED
Payroll			$ 433.00	Oct DEED
Payroll 10/15 (catch up)	$ 37.50			
	$ 205.25	$ 242.75		
Payroll 10/25	$ 223.00			
	$ 235.44			
	$ 15,599.59			
	$ 38,698.99			
	$ 6,778.46	$ 61,535.48		
Expense cleared		$ 96.11		Amazon
Expense cleared		$ 850.00		Big Bang
Expense cleared		$ 32.52		Amazon 10/18
Expense cleared		$ 29.73		Amazon 10/22
Expense cleared		$ 12,536.35		BCBS 10/22
Less:				
Advance for expenses not cleared:				
CCC		$ 124.00		CC Min. payment
Outstanding checks		$ (1,528.89)		Data Smart
Cash Flow		$ (50,000.00)		Cash Flow
Advance Total reconciled		**$ 100,000.00**		

DMC EDA
Operating Account
Reconciliation of Bank Balance to Advance Total
Bank Balance Date: 11/30/2024

Balance per Bank:		**$ 160,156.14**	
Add:			
Advance in transit for expense cleared bank or expenses not yet requested-			
Expense cleared	$ 850.00		Big Bang
Expense cleared	$ 32.52		Amazon 10/18
Expense cleared	$ 29.73		Amazon 10/22
Expense cleared	$ 12,536.35		BCBS 11/22
Expense cleared	$ 78.16		Amazon 11/19
Less:			
Advance for expenses not cleared:			
CCC	$ 124.00		CC Min. payment
Outstanding checks	$ (282.21)		Squeegee Squad
Payable	$ (17,125.95)		Transfer to Events
Outstanding checks	$ (963.70)		ER 9/24 Wafa
Outstanding checks	$ (1,528.89)		Data Smart 11/1
Outstanding checks	$ (2,169.86)		Metro Sales
Outstanding checks	$ (297.34)		C to Shining C 10/29
Payable	$ (497.95)		Double requested Lincolr
Outstanding checks	$ (104.00)		Smith Schafer 12/1
Outstanding checks	$ (837.00)		Metro Sales 11/18
Cash Flow	$ (50,000.00)		Cash Flow
Advance Total reconciled	**$ 100,000.00**		

DMC EDA
Operating Account
Reconciliation of Bank Balance to Advance Total
Bank Balance Date: 12/31/2024

Balance per Bank:	**$**	**50,503.28**	
Add:			
Advance in transit for expense cleared bank or expenses not yet requested-			
Expense cleared	$	850.00	Big Bang
Expense cleared	$	32.52	Amazon 10/18
Expense cleared	$	29.73	Amazon 10/22
Expense cleared	$	78.16	Amazon 11/19
Expense cleared	$	29.70	Amazon 12/3
Expense cleared	$	29.73	Amazon 12/3
Expense cleared	$	58.73	Amazon 12/10
Expense cleared	$	220.94	Amazon 12/24
Expense cleared	$	12,536.35	BCBS 12/23
Expense cleared	$	5,824.46	Fidelity
Payroll 12/20	$	55,711.05	SmartHR
Payroll 12/6	$	433.00	Dec DEED
Less:			
Advance for expenses not cleared:			
CCC	$	124.00	CC Min. payment
Outstanding checks	$	(963.70)	ER Wafa
Payable	$	(497.95)	Double requested Lincoln 11/4
Cash Flow	$	(25,000.00)	Cash Flow
Advance Total reconciled	**$**	**100,000.00**	

DMC EDA
Operating Account
Reconciliation of Bank Balance to Advance Total
Bank Balance Date: 1/31/2025

Balance per Bank:	**$**	**103,044.34**	
Add:			
Advance in transit for expense cleared bank or expenses not yet requested-			
Refund	$	(220.44)	Amazon 1/13
Expense cleared	$	39.09	Amazon 1/7
Expense cleared	$	107.30	Amazon 1/7
Expense cleared	$	29.73	Amazon 1/10
Expense cleared	$	19.44	Amazon 1/14
Expense cleared	$	69.72	Amazon 1/23
Expense cleared	$	12,536.35	BCBS 1/21
Payroll 1/31	$	58,592.47	SmartHR
Payroll 12/6	$	433.00	Dec DEED
Payroll 1/3	$	433.00	Jan DEED
Less:			
Advance for expenses not cleared:			
CCC	$	124.00	CC Min. payment
Outstanding checks	$	(208.00)	Smith Schafer
Cash Flow	$	(25,000.00)	Cash Flow
Cash Flow	$	(50,000.00)	1/16 Cash flow
Advance Total reconciled	**$**	**100,000.00**	

DMC EDA
Operating Account
Reconciliation of Bank Balance to Advance Total
Bank Balance Date: 2/28/2025

Balance per Bank:		**$ 106,008.36**	
Add:			
Advance in transit for expense cleared bank or expenses not yet requested-			
Expense cleared		$ 29.73	Amazon 2/25
Expense cleared		$ 90.33	Amazon 2/11
Expense cleared		$ 69.72	Amazon 1/23
BlueCross BlueShield		$ 12,536.35	2/21/2025
Payroll 2/28		$ 57,241.15	
Less:			
Advance for expenses not cleared:			
CCC		$ 124.00	CC Min. payment
Outstanding checks		$ (237.88)	C to Shining C 12/30/24
Outstanding checks		$ (297.34)	C to Shining C 1/30/25
Outstanding checks		$ (282.21)	Squeegee Squad 12/16/24
Outstanding checks		$ (282.21)	Squeegee Squad 1/9/25
Cash Flow		$ (25,000.00)	Cash Flow
Cash Flow		$ (50,000.00)	1/16 Cash flow
Advance Total reconciled		**$ 100,000.00**	

DMC EDA
Operating Account
Reconciliation of Bank Balance to Advance Total
Bank Balance Date: 3/31/2025

Balance per Bank:		**$ 120,656.29**	
Add:			
Advance in transit for expense cleared bank or expenses not yet requested-			
Expense cleared		$ 29.73	Amazon 2/25
Expense cleared		$ 90.33	Amazon 2/11
Expense cleared		$ 69.72	Amazon 1/23
Expense cleared		$ 22.00	Stop payment fee
Expense cleared		$ 86.49	Amazon 3/11
Expense cleared		$ 108.34	Amazon 3/28
BlueCross BlueShield		$ 12,536.35	3/21/2025
Payroll 3/27	$ 275.00	$ 67,351.09	
	$ 330.69		
	$ 18,880.88		
	$ 37,568.34		
	$ 10,296.18		
Less:			
Advance for expenses not cleared:			
CCC		$ 124.00	CC Min. payment
Outstanding checks		$ (237.88)	C to Shining C
Outstanding checks		$ (3,048.92)	PS ER Check
Outstanding Transfer		$ (22,787.54)	Jan and Feb CC stmts
Outstanding checks		$	
Cash Flow		$ (25,000.00)	Cash Flow
Cash Flow		$ (50,000.00)	1/16 Cash flow
Advance Total reconciled		**$ 100,000.00**	

DMC EDA
Operating Account
Reconciliation of Bank Balance to Advance Total
Bank Balance Date: 4/30/2025

Balance per Bank:		**$ 98,271.46**	
Add:			
Advance in transit for expense cleared bank or expenses not yet requested-			
Expense cleared		$ 7.17	Amazon 4/3
Expense cleared		$ 0.60	Amazon rounding error
Expense cleared		$ 29.73	Amazon 4/8
Expense cleared		$ 33.09	Amazon 4/8
Expense cleared		$ 94.55	Amazon 4/8
Expense cleared		$ 195.25	Amazon 4/8
Expense cleared		$ 10.72	Amazon 4/15
Expense cleared		$ 60.52	Amazon 4/17
Expense cleared		$ 28.21	Amazon 4/29
BlueCross BlueShield		$ 12,536.35	4/22/2025
Payroll 4/25	$ 275.00	$ 67,459.57	
	$ 330.69		
	$ 19,167.40		
	$ 37,390.30		
	$ 10,296.18		
Less:			
Advance for expenses not cleared:			
CCC		$ 124.00	CC Min. payment
Outstanding checks		$ (237.88)	C to Shining C
Outstanding checks		$ (564.42)	Squeegee Squad x2
Outstanding Transfer		$ (3,048.92)	Due to Events account
Cash Flow		$ (25,000.00)	Cash Flow
Cash Flow		$ (50,000.00)	Cash flow
Advance Total reconciled		**$ 100,000.00**	

DMC EDA
Operating Account
Reconciliation of Bank Balance to Advance Total
Bank Balance Date: 5/31/2025

Balance per Bank:		**$ 152,215.27**	
Add:			
Advance in transit for expense cleared bank or expenses not yet requested-			
Expense cleared		$ 29.73	Amazon 4/8
Expense cleared		$ 33.09	Amazon 4/8
Expense cleared		$ 94.55	Amazon 4/8
Expense cleared		$ 195.25	Amazon 4/8
Expense cleared		$ 60.52	Amazon 4/17
Expense cleared		$ 28.21	Amazon 4/29
Expense cleared		$ 92.81	Amazon 5/6
Expense cleared		$ 11.82	Amazon 5/13
Expense cleared		$ 28.21	Amazon 5/13
Expense cleared		$ 45.22	Amazon 5/13
Expense cleared		$ 119.92	Amazon 5/16
Expense cleared		$ 35.02	Amazon 5/21
Expense cleared		$ 42.69	Amazon 5/23
Expense cleared		$ 8.10	Amazon 5/29
Less:			
Advance for expenses not cleared:			
CCC		$ 124.00	CC Min. payment
Outstanding checks		$ (107.00)	6/1 Smith Schafer
Outstanding checks		$ (1,929.90)	Metro Sales 5/19
Outstanding checks		$ (297.34)	C to Shining C
Outstanding checks		$ (564.42)	Squeegee Squad x2
Outstanding checks		$ (265.75)	Anna Z ER
Cash Flow		$ (50,000.00)	Cash flow
Advance Total reconciled		**$ 100,000.00**	

DMC EDA
Operating Account
Reconciliation of Bank Balance to Advance Total
Bank Balance Date: 6/30/2025

Balance per Bank:		**$ 106,698.39**	
Add:			
Advance in transit for expense cleared bank or expenses not yet requested-			
Expense cleared		$ 29.73	Amazon 4/8
Expense cleared		$ 33.09	Amazon 4/8
Expense cleared		$ 60.52	Amazon 4/17
Expense cleared		$ 28.21	Amazon 4/29
Expense cleared		$ 92.81	Amazon 5/6
Expense cleared		$ 11.82	Amazon 5/13
Expense cleared		$ 28.21	Amazon 5/13
Expense cleared		$ 45.22	Amazon 5/13
Expense cleared		$ 119.92	Amazon 5/16
Expense cleared		$ 35.02	Amazon 5/21
Expense cleared		$ 42.69	Amazon 5/23
Expense cleared		$ 8.10	Amazon 5/29
Expense cleared		$ 28.21	Amazon 6/3
Expense cleared		$ 113.23	Amazon 6/10
Expense cleared		$ 25.81	Amazon 6/13
Expense cleared		$ 71.32	Amazon 6/16
Expense cleared		$ 28.21	Amazon 6/23
Expense cleared		$ 12,536.35	BlueCross BlueShield 6/23
Less:			
Advance for expenses not cleared:			
CCC		$ 124.00	CC Min. payment
Outstanding checks		$ (64.86)	Allison ER
Outstanding checks		$ (96.00)	PinkSheep
Cash Flow		$ (20,000.00)	Cash flow
Advance Total reconciled		**$ 100,000.00**	

DMC EDA
Operating Account
Reconciliation of Bank Balance to Advance Total
Bank Balance Date: 7/31/2025

Balance per Bank:		**$ 47,196.27**	
Add:			
Advance in transit for expense cleared bank or expenses not yet requested-			
Payroll 7/3		$ 951.00	Corrections - difference in reports vs. what posted on account
Payroll 8/1	$ 187.69		
	$ 275.00		
	$ 18,892.49		
	$ 40,803.35	$ 60,158.53	
Expense cleared		$ 0.20	Amazon 5/23 shorted request by $.20
Expense cleared		$ 113.23	Amazon 6/10
Expense cleared		$ 25.81	Amazon 6/13
Expense cleared		$ 71.32	Amazon 6/16
Expense cleared		$ 28.21	Amazon 6/23
Expense cleared		$ 86.45	Amazon 7/7
Expense cleared		$ 27.29	Amazon 7/15
Expense cleared		$ 326.33	Amazon 7/18
Expense cleared		$ 28.60	Amazon 7/29
Expense cleared		$ 84.63	Amazon 7/29
Expense cleared		$ 14,106.10	BlueCross BlueShield 7/22
Less:			
Advance for expenses not cleared:			
CCC		$ 134.00	CC Min. payment
Outstanding checks		$ (107.00)	Smith Schafer
Outstanding checks		$ (237.88)	C to Shining C
Outstanding checks		$ (237.88)	C to Shining C
Outstanding checks		$ (2,755.21)	Metro Sales
Cash Flow		$ (20,000.00)	Cash flow
Advance Total reconciled		**$ 100,000.00**	

EXHIBIT B

Description of Approved Capital Projects

2026-2027 DMC Capital Improvement Program

		2026	2027	Source
	New Infrastructure Projects			
1	Downtown Public-Private Infrastructure Investment Alignment	$ 19,185,500	$ 19,185,500	DMC GSIA
2	Interim Wayfinding - Downtown Construction	$ 100,000	$ 100,000	DMC GSIA
3	Strategic Development*	$ 3,000,000	$ 3,000,000	DMC GSIA
	Subtotal	**$ 22,285,500**	**$ 22,285,500**	
	Prior-Aproved Infrastructure Projects			
4	6th Street Bridge + Connectivity	$ 2,500,000		DMC GSIA
	Subtotal	**$ 2,500,000**	**$ -**	
	Prior-Approved Transit Projects			
5	ITS Implementation: Rapid Transit (Includes 2nd Street Recon & Streetscape)	$ 8,608,226	$ 17,230,059	DMC CTA
		$ 2,456,003		DMC STA
	Subtotal	**$ 11,064,229**	**$ 17,230,059**	
	Operations			
6	Contributions to DMC Corporation for DMCC expenses	$ 229,566	$ 230,066	City DMC Aid
7	Contributions to DMC Corporation for EDA expenses	$ 3,133,864	$ 3,290,557	City DMC Aid
8	City Project Management expenses	$ 1,548,610	$ 1,631,069	City DMC Aid
9	City of Rochester Administrative costs for DMC projects	$ 100,000	$ 100,000	City DMC Aid
	Subtotal	**$ 5,012,040**	**$ 5,251,692**	
	TOTAL	**$ 40,861,769**	**$ 44,767,251**	

Total City DMC Aid	$ 5,012,040	$ 5,251,692
Total DMC GSIA	$ 24,785,500	$ 22,285,500
Total DMC County Transit Aid	$ 8,608,226	$ 17,230,059
Total DMC State Transit Aid	$ 2,456,003	

***Examples: Specialized housing, HealthTech Ecosystem, Destination demand-drivers**

RESOLUTION

Adopting a Resolution approving the 2026 and 2027 Destination Medical Center Corporation (DMCC) Operating Budget, the 2026-2031 DMCC Capital Budget, the DMCC and the DMC Economic Development Agency Working Capital Loan Extensions.

WHEREAS, the Destination Medical Center Corporation (DMCC) must adopt an annual Funding request and a Five Year Capital Plan; and

WHEREAS, the DMCC Funding Request includes the DMCC annual budget, the Destination Medical Center Economic Development Agency (DMC EDA) annual budget and work plan, and supports costs incurred by the City of Rochester; and

WHEREAS, the City Council of the City of Rochester must review and approve the DMCC's annual budget; and

WHEREAS, the City Council of the City of Rochester must approve extensions of working capital loans for the DMCC and the DMC EDA; and

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Rochester that the 2026-2031 Capital Improvement Plan (CIP) for the Destination Medical Center Corporation totaling $183,739,841, which includes 2026 authorized DMC funding of $40,861,769, 2027 authorized DMC funding of $44,767,251 and the 2026 DMC operating budget of $5,012,040 and 2027 DMC operating budget of $5,251,692 ,for the DMCC and DMC EDA are approved.

BE IT FURTHER RESOLVED, by the Common Council of the City of Rochester that the extension of the 2025 working capital loan in the amount of $1,000 for the DMCC and the 2025 working capital loan in the amount of $150,000 for the DMC EDA are approved.

PASSED AND ADOPTED BY THE COMMON COUNCIL OF THE CITY OF

ROCHESTER, MINNESOTA, THIS _____ DAY OF _____, 2025.

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF _____, 2025.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Transit Fall Service Changes

MEETING DATE:
October 6, 2025

ORIGINATING DEPT:
Transit & Parking Services

AGENDA SECTION:
Reports and Recommendations

PRESENTER:
Sandra Narh

Action Requested:

Reviewing Rochester Public Transit Fall service changes. No City Council action requested.

Report Narrative:

Rochester Public Transit continues to balance financial sustainability with the need to provide reliable and equitable service across Rochester. Costs for transit operations are increasing at a faster rate than available funding, and ridership has not returned to pre-pandemic levels. The City's share of the local match is projected to rise to 15% in 2026, up from 5% in 2024–2025. To maintain fiscal responsibility and avoid drawing down the Transit Fund, the transit team has developed a service change plan that prioritizes efficiency while preserving Citywide access. Service changes are a regular process for transit agencies, and are the only way we remain responsive to changes in ridership patterns. In April 2025, a service change was made to relocate the downtown transit center to Central Park. Also, in August 2025, an additional earlier trip was added to Route 550x based on demand from our riders.

This action is intended to update the Council on the proposed changes going live on November 24th, 2025. The proposed changes include discontinuation of four low-ridership routes while still maintaining coverage with other existing routes, frequency adjustments to six routes, and realignments or extensions to several others. The analysis determined that the routes proposed for discontinuation overlap with other services or carry significantly fewer riders at a much higher cost per boarding than the system average. Importantly, the vast majority of affected stops remain within walking distance of another bus stop, ensuring that service coverage is largely preserved.

In addition to these changes, opportunities for future service expansion have been identified, including potential extensions to the Olmsted History Center and Rochester International Airport. These options will be evaluated further based on community feedback and available resources.

The service change process has been guided by the Federal Transit Administration's requirement for robust community engagement. To that end, the transit team has conducted an online survey, a virtual open house, and multiple in-person public meetings to hear from residents and stakeholders such as community connectors who support the office of Diversity, Equity and Inclusion in the City. Meetings are being scheduled with other stakeholders such as the Mayo Clinic Office of Parking and Transportation and the Olmsted County Housing and Redevelopment Authority.

The proposed service changes are designed to improve efficiency, sustain financial stability, and prepare the transit system for future growth. Following implementation, the transit team will continue to monitor ridership patterns and community needs, and any recommended adjustments will be brought back to the Council for consideration.

Priorities & Foundational Principles:
Quality Services
Fiscal Responsibility and Sustainability

Policy Considerations & DEI Impact:
The proposed service changes support the goals of fiscal responsibility, sustainability, and responsiveness to community needs. By aligning service levels with demonstrated ridership demand, Rochester Public Transit ensures that limited resources are allocated where they provide the greatest benefit to riders. Transit plays a critical role in advancing equity by providing mobility for residents who may not have access to a personal vehicle. While some routes are being discontinued due to very low ridership and high costs, the majority of affected stops remain within walking distance of other service, ensuring that geographic access is largely preserved.

Prior Legislative Actions & Community Engagement:
December 5, 2022: Council Meeting - Acceptance of Transit Development Plan

Fiscal & Resource Impact:
Reduction in operating expenses is expected to achieve approximately $1.3 million in adjustment.

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

Prepared By:
Sandra Narh

Attachments:
Presentation - RPT Fall 2025 Service Changes

ROCHESTER
PUBLIC TRANSIT

FALL SERVICE CHANGES

CITY COUNCIL
OCTOBER 6, 2025

Agenda

- Overview of Current Service
- Why the need for a Service Change
- Summary of Public Engagement Results
- Service Area Impact
- Overview of Changes
- Looking ahead

Why This Change

- Costs are growing faster than funding
  - *2026 local match for operating cost will be 15% as compared to 5% in 2023, 2024, and 2025*
  - *Local match comes from revenues (fares, advertisement, sponsorship)*

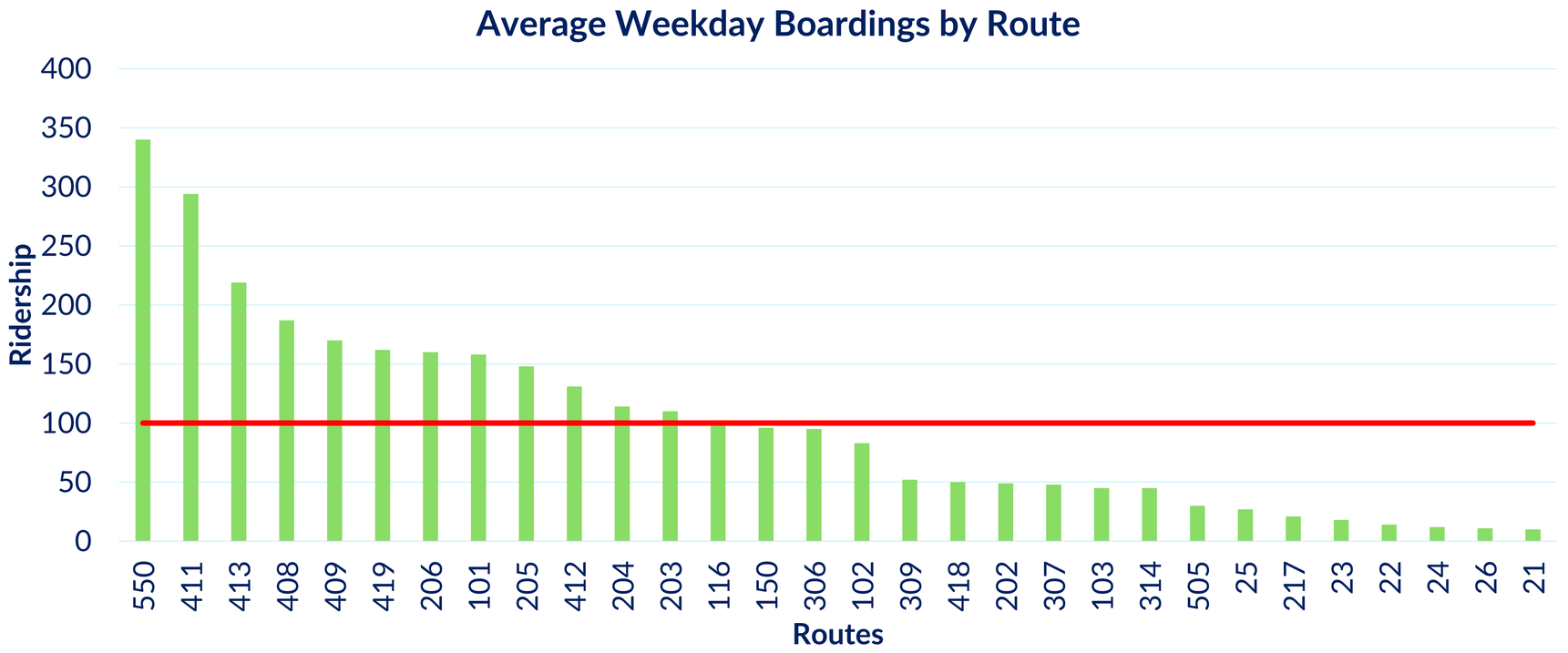
- Reducing service hours to support financial sustainability and avoids drawing down the Transit Fund.

- Building an efficient transit system
  - *Redirect resources to areas where ridership is growing*
  - *Reduce redundancy*

- Future expansion readiness
  - *Adjustments now will help maintain a stable, dependable system.*

Overview of Current Service

- 30 routes
- Average system weekday ridership- 3,000
- Average weekday ridership per Route- 100.
- High ridership routes : **550x, 411, 413, 408, 409** Low ridership routes: **217, 314, 103, 307, 202.**



Summary of Public Engagement

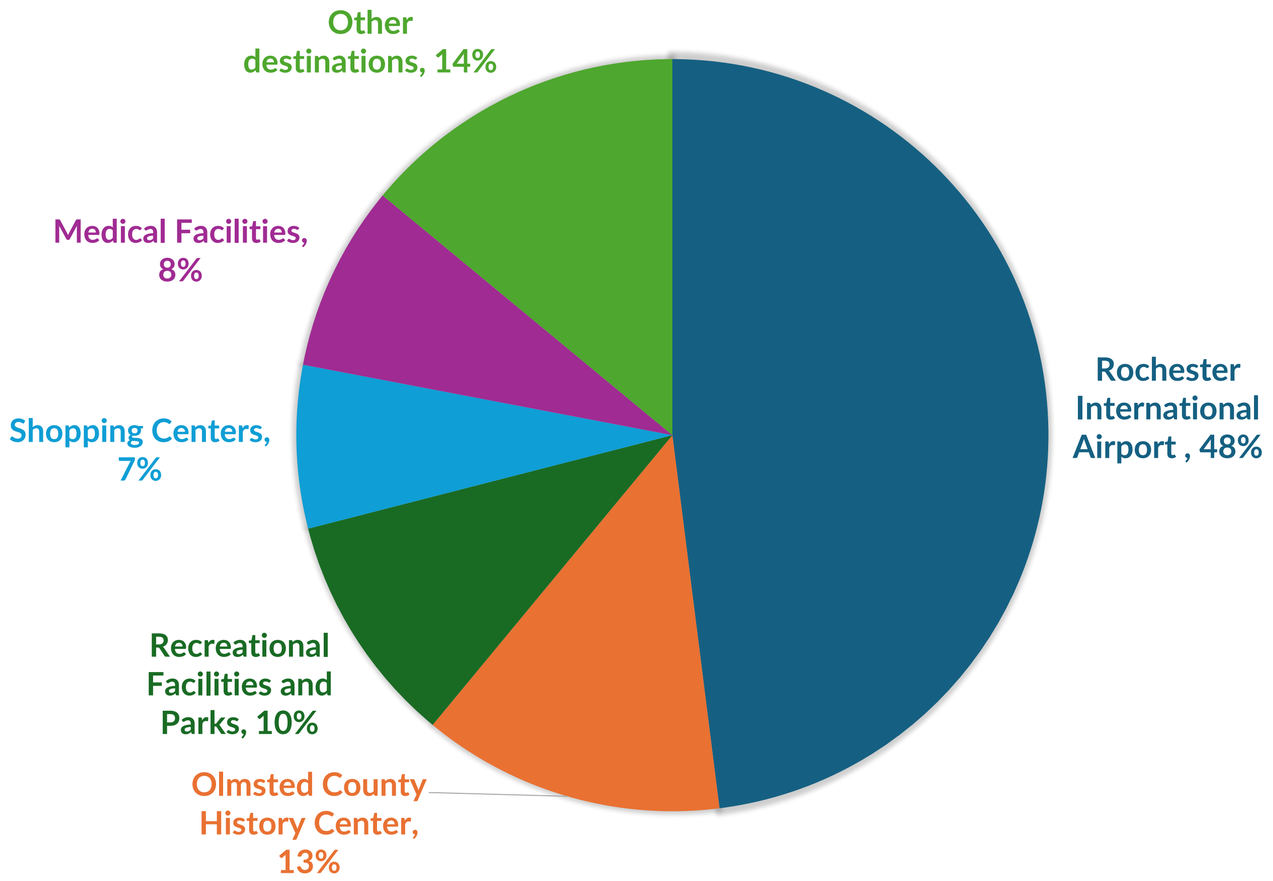
- Virtual open house
- 3 In-Person open houses (Kellogg Middle, Riverside Elementary, Longfellow/Pinewood Elementary)
- Polco Online Survey (400+ responses)
- Citizen’s Advisory on Transit
- City of Rochester’s Office of Diversity Equity and Inclusion

Summary of Public Engagement

- ***Constructive feedback***
  - 103- Concerns over increase in travel time for riders on Northern Heights Dr NE
  - 202- Majority of riders will use other nearby stops on other routes
  - 217- 9 respondents (52%) are not sure how they will make their trips if route is suspended, 8 respondents (48%) will either use other routes/have other options.
  - 309- Majority of riders will use other nearby stops on other routes
  - 314- only 2% of respondents found extending service to Fox Valley Dr SW and 23 Ave SW useful.
- ***Service changes modifications based off feedback***
  - Route 101 extending to Northern Heights Dr NE to reduce travel time for riders
  - Route 314 will stay as it is, no extension to Fox Valley Dr SW and 23 Ave SW

Potential Service Expansion

- Survey asked what destinations in Rochester residents will like to travel to via transit;



Potential Service Expansion

- ***Service to Olmsted History Center***
  - Extension of current Route 314 to make 6 trips a day to History Center

	Revenue hours per year	Cost per year
Current service on route 314	1,696	$209,800
Expansion scenario to history center	1,883	$232,900

  - Pro- extending service to a key destination
  - Cons- Extra operating cost ($23,100 per year), turn radius for buses at history center.

Potential Service Expansion

- ***Service to Rochester International Airport***
  - Extend existing route 206 to make 6 trips a day to the airport

	Revenue hours per year	Cost per year
Current service on route 206	6,031	$746,100
Expansion scenario with service to the airport	6,235	$771,400

  - Pro- extending service to a key destination
  - Cons- Extra operating cost ($25,300 per year), extra wait time (6 minutes) for riders on existing Route 206

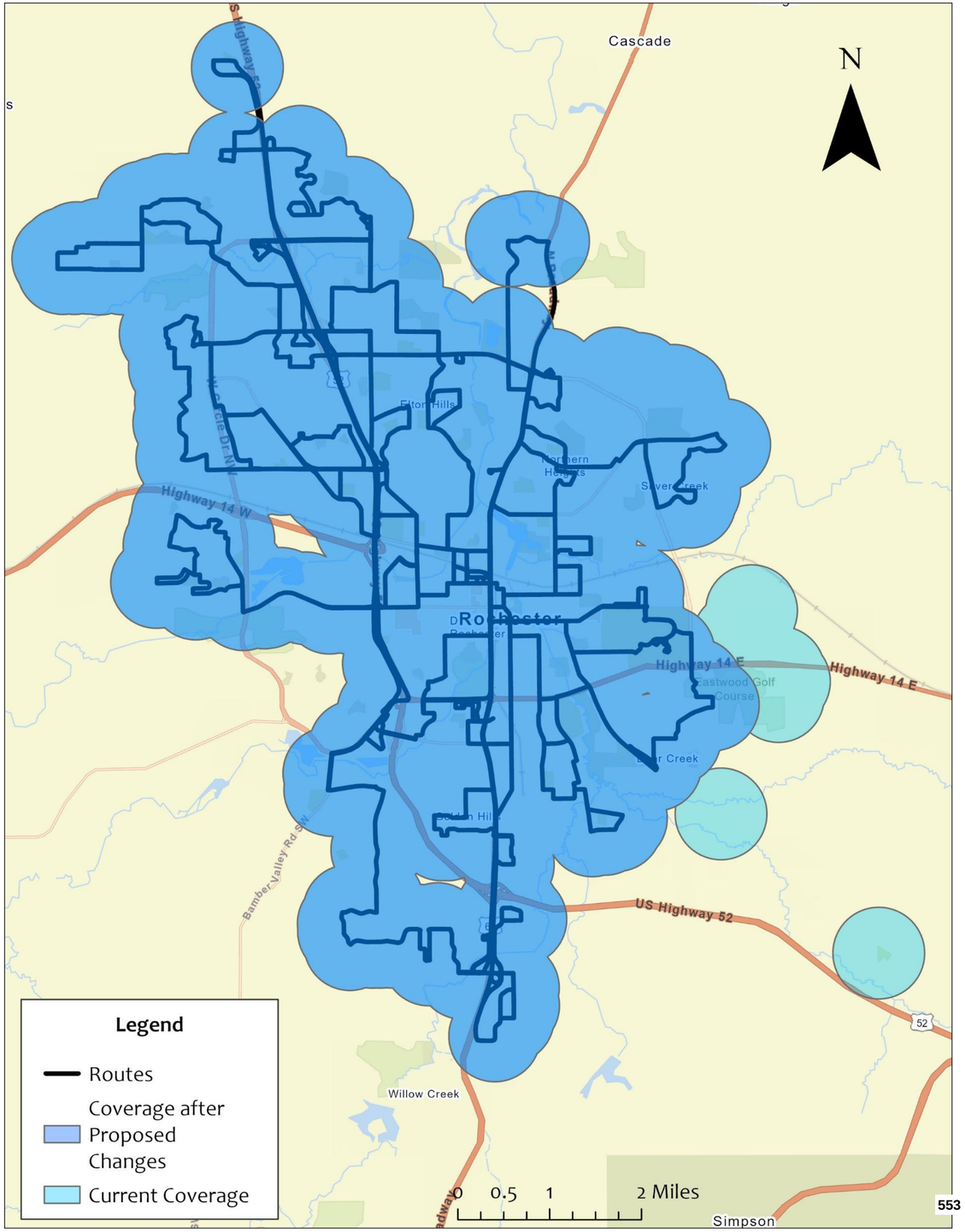
Details of Fall Service Change

- 4 routes discontinued: 103, 202, 217, 309
- 6 routes with frequency changes: 21, 22, 23, 24, 25, 26, 102
- 4 routes realigned: 101, 116, 204, 306, 307
- All other routes remain unchanged

	NO. OF ROUTES	REVENUE MILES	REVENUE HOURS	OPERATING COST
CURRENT SERVICE	30	1,651,504	101,287	$12,500,000
PROPOSED SERVICE	26	1,489,489	90,038	$11,100,000

Key Outcomes

- ***Significant coverage of existing ridership***
  - 99.8% of existing boardings would continue be within 0.25 mile of service
- ***Transit coverage after proposed changes***
  - 75% of residents in Rochester are within 0.5 mile of service ***(decreased by 2%)*** .
  - 93% of jobs in Rochester are within 0.5 mile of service ***(decreased by 1%)*** .
  - 94% households without vehicles in Rochester within 0.5 mile of service (***same as previous)*** .



Proposed Frequency Change – Evening Service

Current Service

Every 30 minutes

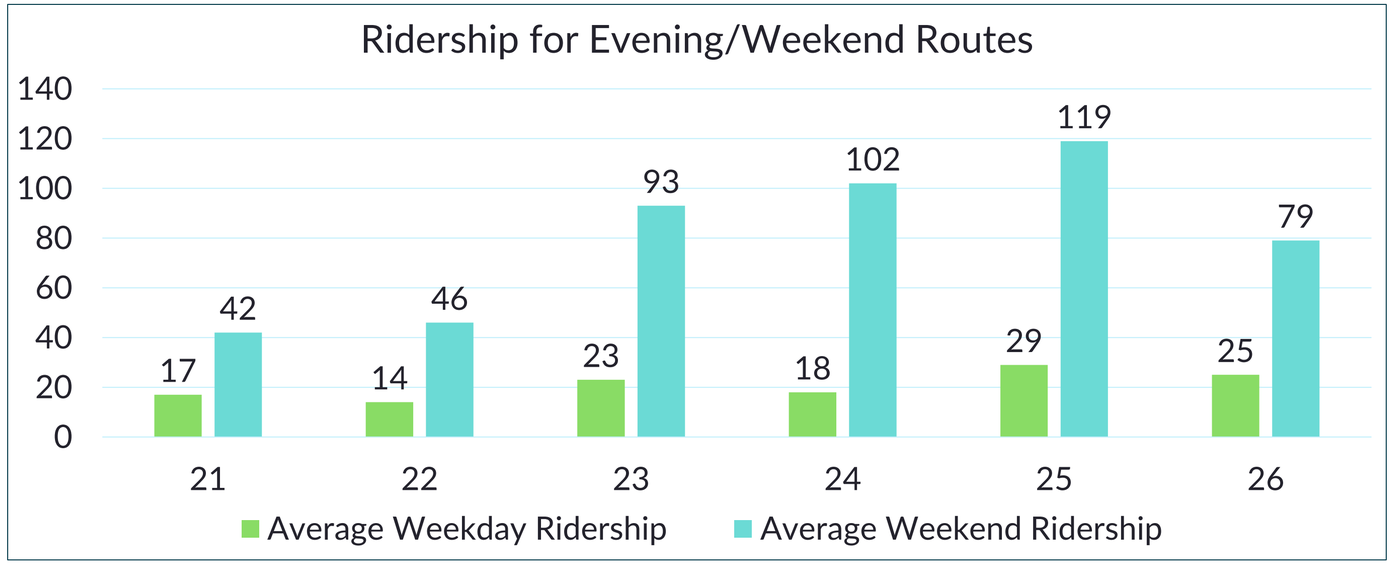
Service Span 7pm to 10pm

Proposed Service

Every 60 minutes

Service Span 7pm to 10pm

- Average evening ridership per route – 21
- Current total daily operating cost - $3,429
- Proposed change daily operating cost - $1,697

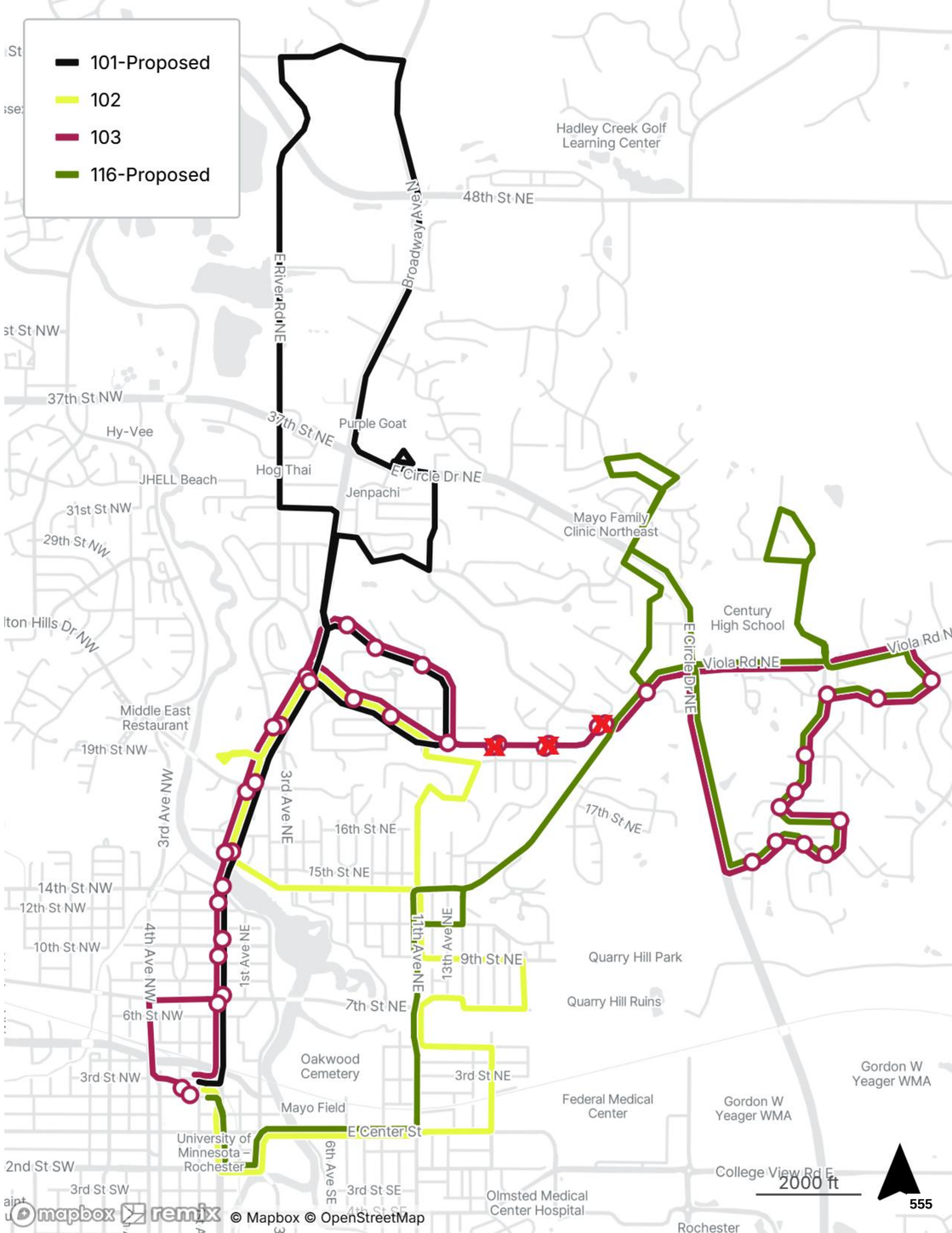


Reasons for frequency change:

- Evening ridership consistently low (14-30 boardings per route)
- Cost per rider ranges between $26 - $56

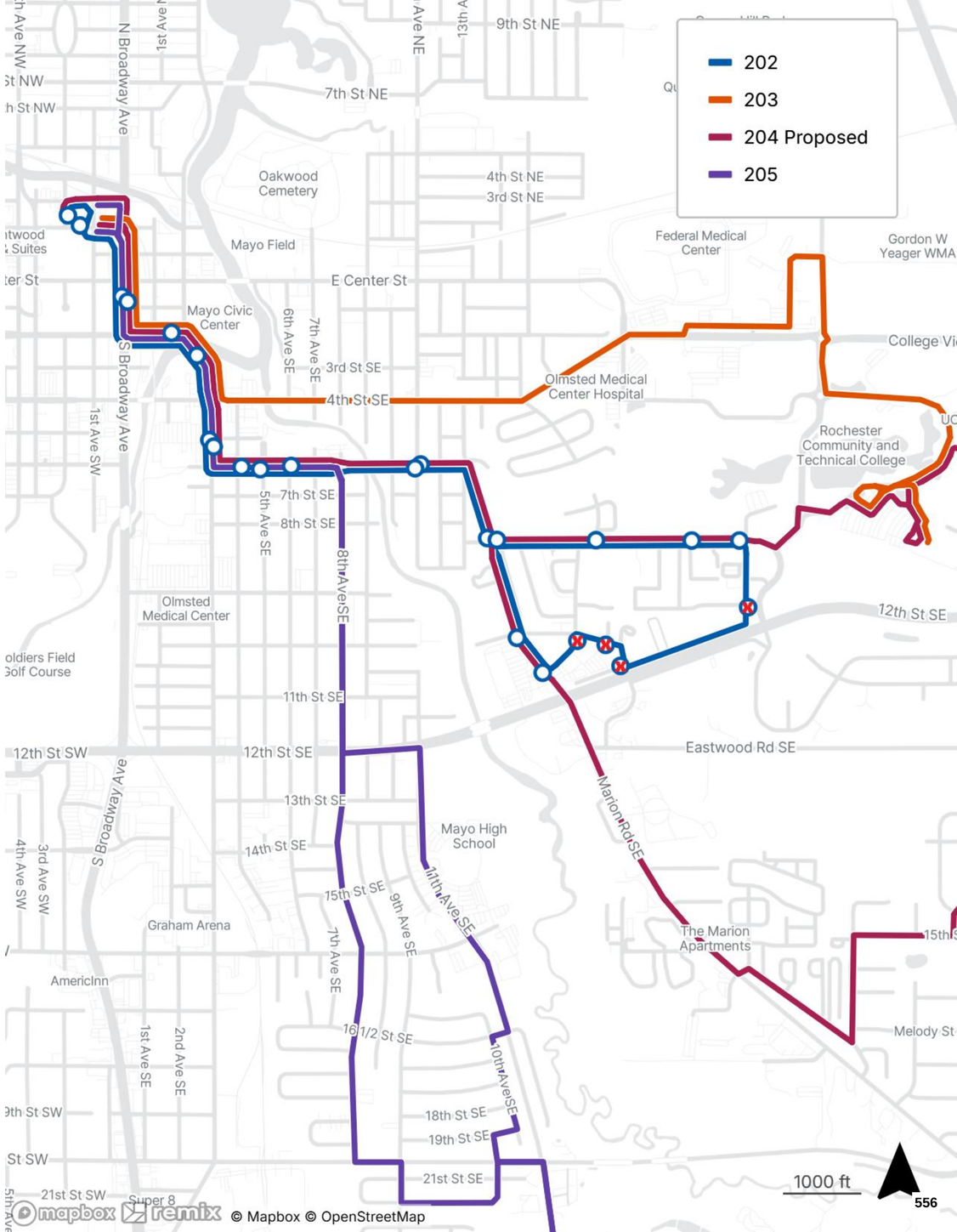
Proposed Change – Route 103

- **Current status**: Peak only weekday service, 30 minutes frequency
- **Proposed change**: Discontinue this route.
- **Ridership impact**
  - *Stop coverage:* 34 of 40 stops will continue to be served directly by other routes.
  - *Alternative options:* The 6 stops losing direct service are all within a 10-minute walk of another bus stop.
  - *Ridership:* The 6 affected stops represent about 13% of this route's total ridership.
- **Reason**: Improve system efficiency by reducing redundant service.



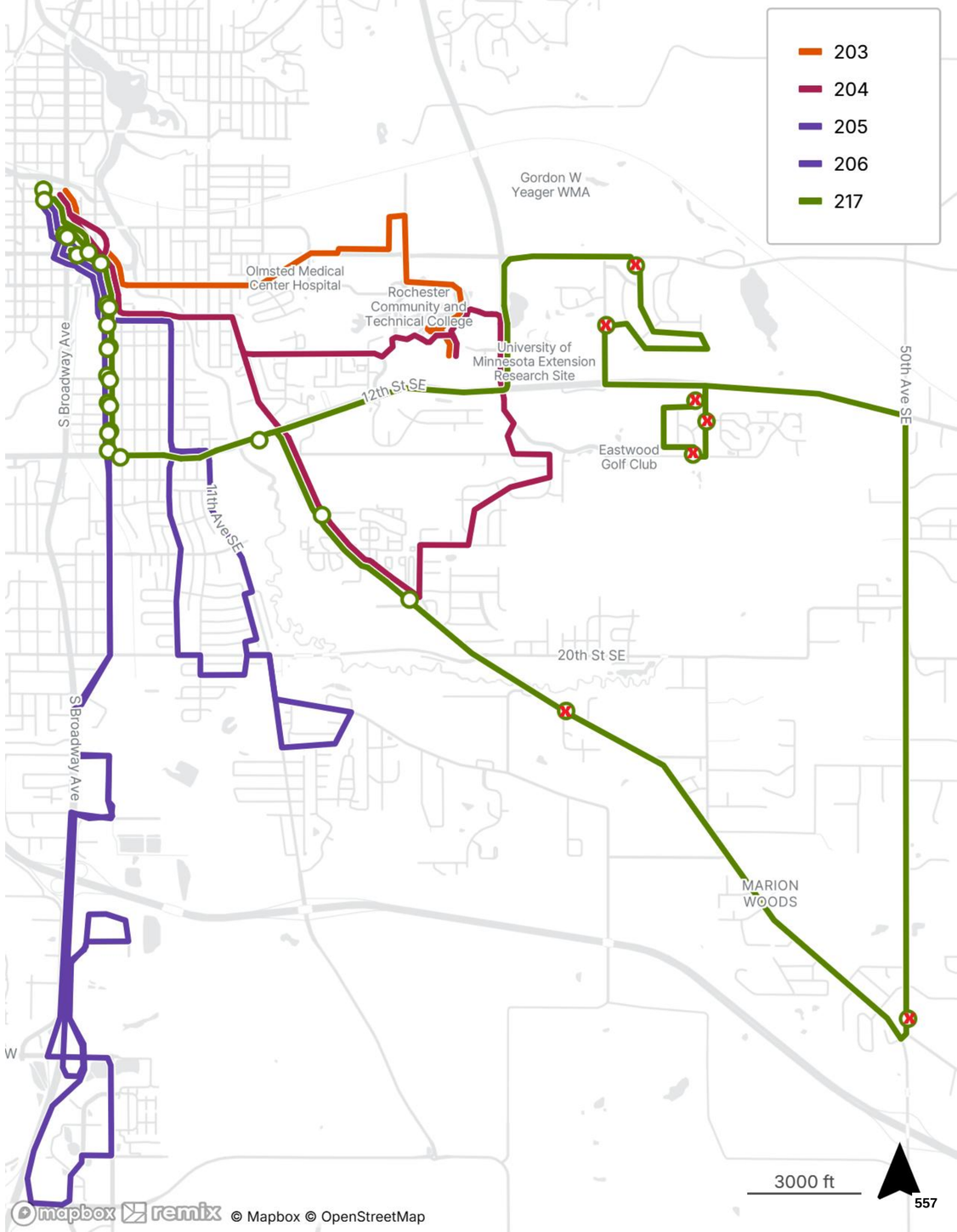
Proposed Change – Route 202

- **Current status:** Peak only weekday service, 30 minutes frequency
- **Proposed change:** Discontinue this route.
- **Ridership impact**
  - *Stop coverage:* 20 of 24 stops will continue to be served directly by other routes.
  - *Alternative options:* The 4 stops losing direct service are all within a 9-minute walk of another bus stop.
  - *Ridership:* These stops represent about 12% of the route's total ridership.
- **Reason:** Improve efficiency and reduce redundancy.



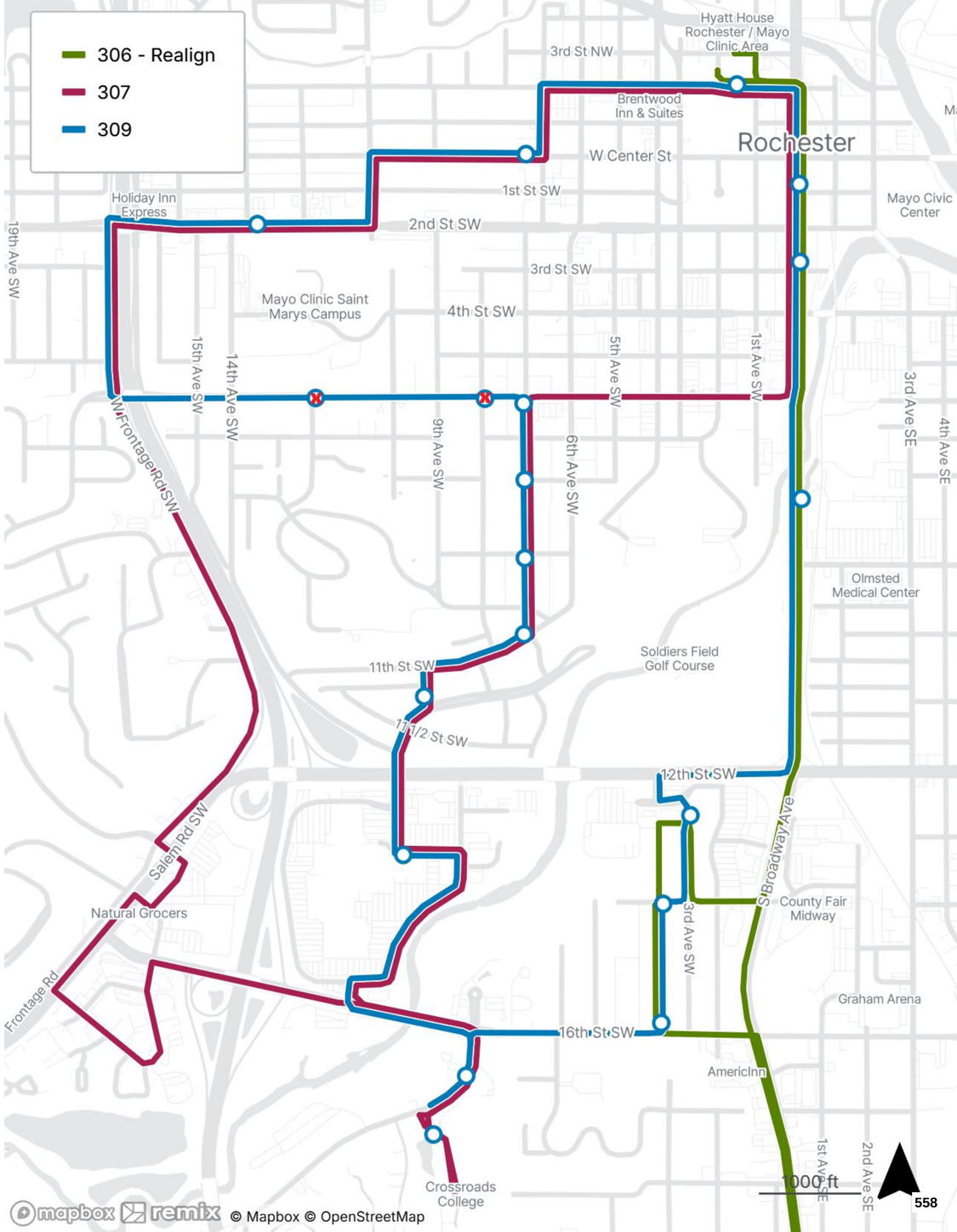
Proposed Change – Route 217

- **Current status:** Peak only weekday service, 60 minutes frequency
- **Proposed change:** Discontinue this route.
- **Ridership impact**
- *Stop coverage:* 23 of 30 stops remain directly served by other routes.
- *Options:* 7 stops will lose direct service completely.
- *Ridership:* This route averages 364 boardings per month, compared to the systemwide average route boardings of 2,220. The 7 affected stops account for about 33% (average of 2-4 boardings in a day) of the route's total ridership.
- **Reason:** Very low productivity.



Proposed Change – Route 309

- **Current status:** All-day weekday service, 30 minutes peak, 60 minutes off-peak frequency
- **Proposed change:** Discontinue this route.
- **Ridership impact**
- *Stop coverage:* 28 of 30 stops remain directly served by other routes.
- *Alternative options:* The 2 stops losing direct service are within a 9-minute walk of another bus stop.
- *Ridership* **:** The 2 affected stops represent about 2% of the route's monthly ridership.
- **Reason:** Reduce redundancy with nearby routes.



Looking Ahead

- Service effective date : November 24th, 2025
- Public awareness campaigns on final changes on website, social media, bus stops and transit center.
- Continue monitoring ridership patterns
- Conduct rider experience surveys to better understand how to serve needs of Rochester residents
- Develop future (2026) service change proposals
- Begin the Transit Development Plan in 2026

REQUEST FOR ACTION

Community Based Partnerships: Sports and Recreation Programs

MEETING DATE:
October 6, 2025

ORIGINATING DEPT:
Parks & Recreation

AGENDA SECTION:
Reports and Recommendations

PRESENTER:
Paul Widman, Jenna Bowman, Ben Boldt

Action Requested:

Approving up to $55,000 for communications and marketing investment from 2025 contingency funds.

Report Narrative:

During the August 25 and September 3 study sessions, the Mayor and City Council requested details regarding community sports and recreation programs delivered through collaborations across the park system. This request parallels ongoing discussions with the Park Board and provides an opportunity for additional feedback, as well as an initial request to fund enhanced communications and marketing investment.

The review of community sports and recreation partnerships will focus on:

Community Engagement to Identify Program Gaps and Barriers: The Park Board has been reviewing program partnerships and their effectiveness in delivering quality activities to the community. Although work is already underway, as part of this effort, Parks and Recreation supervisors, together with the Communications team, will conduct community engagement activities as the next critical step. If significant program gaps or participation barriers are identified, this work may lead to a request for additional contingency funding.

Centralized Program Communication: The board and council have provided recommendations that are underway, including the development of a centralized City website landing page to connect residents with community sports and recreation organizations.

Marketing and Outreach: Developing communications strategies to promote City-led and partner programs.

Program Expansion: Expand existing partnerships to increase drop-in and structured activities at both City and non-City facilities.

Priorities & Foundational Principles:

Inclusive Decision-Making

Social Equity

Policy Considerations & DEI Impact:

The City Council and Park Board's review of community partnerships advances Rochester's DEI commitment by ensuring equitable access to recreation and fostering a community where all residents feel welcome.

Prior Legislative Actions & Community Engagement:

A desire for the Park Board to look into this was raised at the August 25 Study Session. Follow-up was provided at the September 3 study session, referencing a report back to the Park Board in the fall, with the need for intentional evaluation of gaps and viable solutions.

Fiscal & Resource Impact:

This request of $55,000 is to come from Contingency Funds. The Contingency Fund balance is $627,606.69 as of September 3, 2025.

Alternative Action(s):

The City Council may choose to delay action on allocating up to $55,000 of Contingency Funds or approve a lesser amount.

Prepared By:

Paul Widman

Attachments:

Presentation - Rochester Parks and Recreation - Partnerships and Communications

CITY OF ROCHESTER MINNESOTA

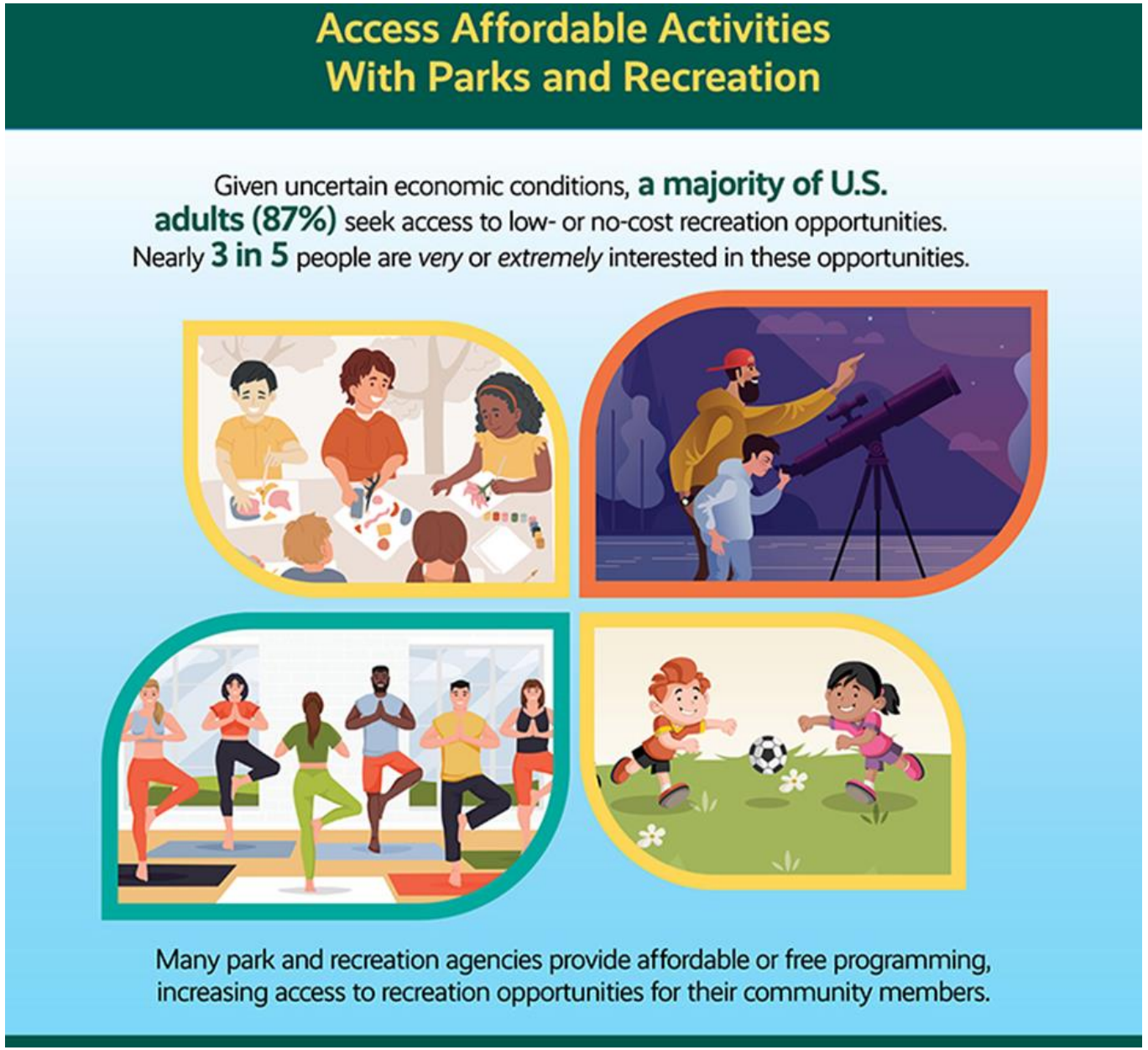
Rochester Parks & Recreation Partnerships & Communications

OCTOBER 6, 2025

National Recreation and Park Association – Youth Sports

NRPA NATIONAL RECREATION AND PARK ASSOCIATION

National Recreation and Park Association - Affordable Activities

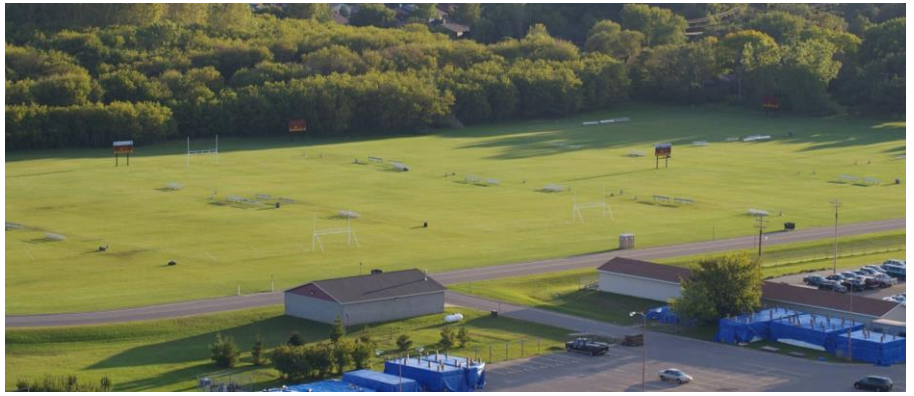


NRPA NATIONAL RECREATION AND PARK ASSOCIATION

Rochester Parks & Recreation Facilities & Programming

Most Rochester Parks & Recreation Facilities & Programming Operate in Partnership

- Partners invested in infrastructure of facility
- Partners have priority time for usage and utilize bulk of time available at the facility
- Other community members or groups can reserve times that are not used by Partners
- All users enjoy the upgrades made by partner investments



Expanding Recreation Opportunities

YOUTH CONNECTIONS

SPORTS TRAILER

- **Water Safety Lessons** – Partnership with Rochester Public Schools, Rochester Swim Club, U of M Extension and Parks & Recreation
- **Updated & Expanded Outdoor Aquatics** – Soldiers Field Aquatic Center (2024), Silver Lake Pool (2026), McQuillan Splash Pad (2026)
- **Youth Connections Sports Trailer** – Leadership Greater Rochester Class Project (2025); offer sports equipment to groups running community events
- **Expanded AccessABLE Rec Programming** – Added Second Afterschool Program location; Expanded "A Meaningful Day" program; Marketing of adaptive equipment for community use
- **Recent Partner Facility Investments** – Cook Park Pickleball Courts, Kutzky Park Tennis Courts, McQuillan Softball Fields, Gamehaven Trails, and more

Rochester Parks & Recreation Partners

Sample Data from 16 Program Partners

- These partners represented 23,605 participants in 2024
- Provided ~700 scholarships over $86,000
- Many groups organize an equipment share program for new participants
- Groups organize free events and “try the sport” free clinics (Try Hockey clinics, All-Comers Track Meet, Water Safety Lessons)
- Nearly all partners offer entry level programming for less than $100 per participant

Rochester Parks & Recreation Partners

Possible Barriers Identified:

- Participation Fee
- Transportation
- Equipment Needed to Participate
- Communications/Awareness of Opportunities
- Scheduling
- Familiarity with the Sport (Rules, etc.)

Objective

To effectively communicate and market the City’s facilities and recreational opportunities in the Parks & Recreation system and local sports organizations, ensuring residents and visitors are aware of available programs, events, and scholarship opportunities that promote access and inclusion for all.

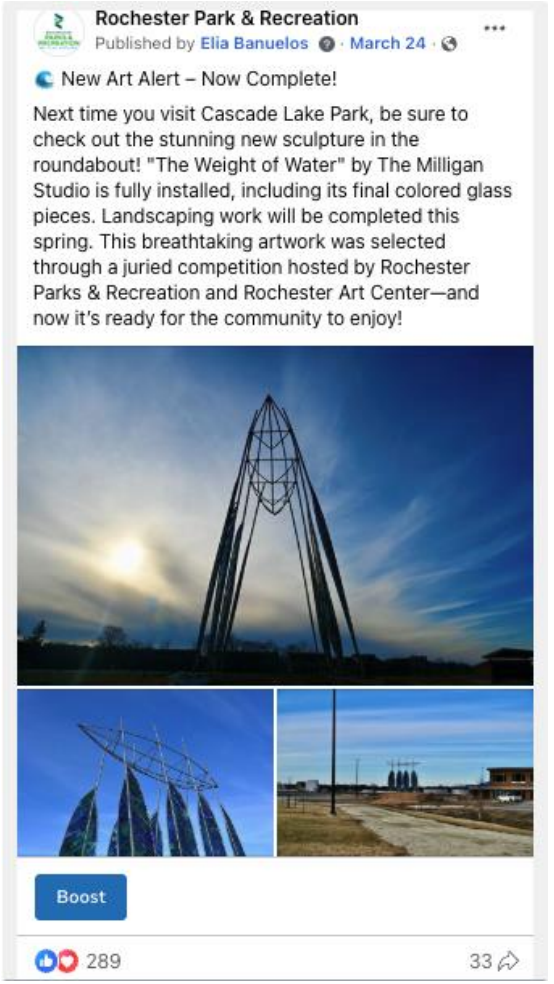
Current Activities

- **Rochestermn.gov**
  - Past 12 months, the Rec Center home page is the third most-viewed (66,654 views). The Outdoor Pools & Beaches / Summer Aquatics page is the sixth most-viewed (42,924).
  - On average, people are spending the most time on the First Tee of Rochester, MN page, followed by various entries in the Facilities & Map Directory (specific parks/facilities).
  - The Rec Center page has the most views and generates the most events (clicks, downloads, scrolls, etc.).

- **Summer Magazine Mailer 2025**
  - Sent to nearly 64,000 residential mailboxes in Rochester (approximately 50 cent per investment)
  - Most helpful content - 70% events & activities, Liked seeing: 83% events & activities
  - Total QR code scans: 2,689, Summer Aquatics: 307 and Accessible Rec: 275
  - Large interest in accessible bike after mention in mailer – creating larger demand due to awareness building

Current Activities

- **Social Media**
  - Past 12 months, Parks & Rec recorded 585,106 views (number of times the content appeared on screen).
  - Reach was 128,787 - the count of unique users who saw the content at least once.
  - Content interactions totaled 4,778, reflecting engagement actions such as likes, comments, shares, and reactions.
  - Link clicks grew to 1,400 (↑ 24%), representing clicks on links in posts (to a webpage, map, schedule, etc.).
  - Visits reached 18,667, showing how many times people visited the page or profile.
  - Follows increased to 920 (↑ 4.7%), indicating the number of new followers gained and overall audience growth.
  - Top content include *The Weight of Water* at Cascade Lake Park, splash pad and pool openings, community art by Cassandra Buck, and park updates (repairs, improvements, new sites, and construction).



Current Activities

- **Paid Advertising – Focus on Golf in 2025**
  - Marketing Spend - $8,350
  - The campaign generated strong overall awareness across digital and print channels, with email newsletters performing best (35%+ open rate and steady click-throughs).

GUIDE '21 Things to Do'

- Unique Users: 3964
- Time on Page: 1m 04s
- Page views: 5004

Rochester Local Newsletter

- Recipients: 10,481
- Open Rate: 32.9
- Total Clicks: 83

Facebook ad

- Impressions: 266K
- Engagement: 2.5K
- Total Clicks: 5K

Shopwise Cover – July 2025

Inclusive Communications & Marketing Activities

- **Mapping Facilities & Programs:** Showcase accessible amenities across Parks & Rec
- **Community Insights:** Apply 2024 Survey results to guide outreach
- **Accessible Content Development:** Use plain language, ADA-compliant design, and visuals
- **Multilingual Outreach:** Produce videos, signage, and digital content in multiple languages
- **Connector & Ambassador Programs:** Leverage trusted community voices to share information
- **Iterative Feedback Loops:** Build structures for ongoing resident input
- **Digital Equity Focus:** Ensure web and mobile tools meet WCAG 2.1 AA standards
- **Tailored Outreach:** Adapt messaging for youth, seniors, and new Americans
- **Storytelling Campaigns:** Share real resident stories to show inclusion in action
- **Partnership Promotion:** Collaborate with schools, cultural organizations, and nonprofits to expand reach

Website Improvements – Duluth Example

Investment Options

$45k

- 8 Page Event & Activity Mailer - $20,000 (Printing + Postage)
- Boosted Social Media - $8,000 ($667 per month)
- 1,500 Information Sheet Stickers - $800
- Information Materials - Printing - $1,200
- Online Display Ads - $7,500
- Online Sponsorship for Two Local Guides - $7,500
    - Guide to Indoor Recreation and Play - $3,000
    - Guide to Extra-curricular Activities + Sports - $4,500

$55k

- 8 Page Event & Activity Mailer - $20,000 (Printing + Postage)
- Boosted Social Media - $8,000 ($667 per month)
- 1,500 Information Sheet Stickers - $800
- Information Materials - Printing - $1,200
- 26 Weeks - Digital Billboard - $3,640
- Radio & Online Display Advertising - $13,360
- Online Sponsorship for Two Local Guides - $7,500
    - Guide to Indoor Recreation and Play - $3,000
    - Guide to Extra-curricular Activities + Sports - $4,500

AZ1

Next Steps

- Provide Update to Rochester Park Board (October 7, 2025)
- Community Engagement – Focused on Better Understanding Gaps Needs (October – December 2025)
- Continue Discussions with Program Partners
- Bring Funding Request for Scholarships & Other Needs – December 2025

DISCUSSIONS, QUESTIONS & FEEBACK

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Bid Advertisement - Rochester Sports and Recreation Complex -Project No. J2870

MEETING DATE:
October 6, 2025

ORIGINATING DEPT:
City Administration

AGENDA SECTION:
Reports and Recommendations

PRESENTER:
Ben Boldt & Scot Ramsey

Action Requested:

1. Authorizing the advertisement of bids for the Rochester Sports and Recreation Complex - Project No. J2870
2. Directing staff to finalize an MOU with RCTC or continue to negotiate a similar framework to optimize near and long-term recreational facility needs.

Report Narrative:

We are seeking authorization to bid the final construction documents for the Rochester Sports and Recreation Complex - Project No. J2870.

Final City Council approval of the Guaranteed Maximum Price (GMP) for this project will be submitted to the City Council for approval on December 8, 2025. If approved, construction would start in April 2026 and be completed in the spring of 2027 (or spring of 2028, depending on supplier/contractor capacity)

Bid Environment:

1. **Strong Market Interest & Ideal Timing**
   There is significant excitement in the market, especially around the *Playing Surfaces / Finish Grade* package, which is valued at approximately **$29 million**. Premier contractors have expressed interest. Turf suppliers are also actively seeking work. Delaying the bid could reduce our pool of qualified bidders for this critical scope.
2. **Cost Escalation Risks**
   Costs continue to rise amid economic uncertainty. Commodity and labor prices are not trending downward. With our tight budget, any further escalation could directly impact project scope and feasibility. Going out for bids after November 2025 could add $1- $2 Million to the project cost since the Site and Finish packages are bid by seasonal contractors who secure contracts in October - January to prepare for the April -November work season.
3. **Schedule & Procurement Advantages**
   Bidding in October / November and awarding before February allows contractors to plan ahead, begin material procurement, and be ready to mobilize in April. This also gives the design team adequate time to review submittals and address any questions or clarifications that may arise.
4. **Avoiding Market Saturation:**
   Having contractors under contract in November secures our position ahead of the typical spring bidding rush in December/January. We'll be competing with private developments, Mayo Clinic's

Unbound project, and the Pine Island Data Center if we delay. This could drive up costs and require us to reduce scope.

Bid Packages:

1. Trade Package 1A – General Trades
2. Trade Package 26A – Site Electrical
3. **Trade Package 31M – Mass Grading – Best Value – Allowing nonunion to bid on this one.**
4. Trade Package 32A – Asphalt Paving
5. Trade Package 32 B – Site Concrete
6. **Trade Package 32H – Finish Grading and Playing Surfaces - Best Value**

The project scope focuses on outdoor amenities, including:

- Artificial turf diamond fields (8) and artificial turf rectangular sports fields (2)
- Pickleball Courts (12)
- Central gathering space that includes a restroom/concession building, regional park playground, and plaza area
- Walking/Bike Trails around the complex that will connect with the Willow Creek Trail

The team is attempting to balance the many competing needs and desires for this project within a fixed budget, all while delivering a top-tier complex that will be regionally competitive and make a lasting impact for our community. Construction costs are increasing, and this upward pressure on pricing is an ongoing challenge. However, the goal is to deliver as many amenities as possible within the funding allocated to the project. After bidding, the scope may need to evolve to meet these goals. To ensure flexibility, we have prepared several bid alternatives or deductions that will allow the project to be bid in accordance with our established budget.

A Master Plan for Future Growth

The design team also master-planned to accommodate future phases that will expand on the initial amenities and fulfill the full vision for the complex, including indoor-focused aspects. The construction of the outdoor-focused phase will include preparatory work for a future indoor facility.

Commitment to Community and Regional Impact

This project reflects the City's commitment to balancing regional impact with community benefit. While the outdoor phase focuses on immediately delivering on priorities, it is the beginning of a larger vision that will enhance our recreational system, support economic development, and foster equity and connectivity for years to come. The City team remains committed to collaborating with residents, community partners, and stakeholders to bring this transformative project to fruition and enhance our entire parks and recreation system.

As a follow-up to the previous Study Session, staff continue to engage with RCTC leadership on opportunities for collaboration around shared sports facilities. A draft Memorandum of Understanding was shared with the college, focusing on preserving near-term access to the dome, establishing a framework for enhancing community access in the short term, and forecasting how we might approach

longer-term opportunities.

Upon initial review, RCTC indicated that while they remain open to continued discussions, they prefer not to move forward with the draft MOU in its current form. Instead, their General Counsel is working to update existing agreements, beginning with those tied to outdoor fields, followed by the dome and the Regional Sports Center. City staff are arranging a follow-up meeting to better understand RCTC's specific concerns with the MOU, which have not yet been detailed, and to work toward a mutually agreeable framework.

Because we have existing agreements that guide operations and responsibilities, staff see value in having a non-binding MOU in place, as it would allow both parties to implement adjustments we agree upon in the near term without conflicting with the preexisting formal agreements.

Priorities & Foundational Principles:

Economic Resilience
Transformational Capital Projects

Policy Considerations & DEI Impact:

The Regional Sports & Recreation Complex Project will follow the City's targeted business utilization and workforce participation goals. The completed project will provide opportunities for the community to utilize the facility.

Trails for walking, running, and biking, connecting to the funded and planned Willow Creek trail.

Outdoor recreation promotes health and wellness, with well-documented benefits for physical and mental health. Activities in nature improve cardiovascular health, mobility, flexibility, and reduce the risk of health issues. Designing the facility to be accessible ensures these benefits are available to everyone, regardless of age or ability, creating an inclusive and healthy space for all.

Prior Legislative Actions & Community Engagement:

February 6, 2023: Council Meeting - Agreement with ISG for Professional Services to Further Inform the RSRC Local Option Sales Tax Proposed Project Approved.

March - June 2023 - Community Working Group Process

July 24, 2023: Council Meeting - Gaps Analysis, Community Engagement, Preliminary Design Program, and Projected Future Operations and Maintenance for the RSRC report.

July 24, 2023: Council Meeting - Adopted the sales tax extension ballot language

November 7, 2023 - City Special Election (Voter Passage of Local Sales Tax)

January 29, 2024: Council Study Session - Local Sales Tax Update provided to City Council

February 21, 2024: Council Meeting - First Reading for Local Sales Tax Implementation

March 4, 2024: Council Meeting -Request for Proposals (RFP) for operations and programming planning

activities for the RSRC.

March 18, 2024: Council Meeting - Local Sales Tax Renewal Implementation

May 20, 2024: Council Meeting - Approval of Operator Planning Professional Services

June 10, 2024: Council Meeting - Executive Session - Property sites for RSRC project discussed.

August 2024: Council Meeting - Request for Proposals (RFP) for Design professional services August 5, 2024: Council Meeting - Assignment and Assumption of Purchase Agreements for the three properties under consideration for the RSRC approved.

September 23, 2024: Council Meeting - Request for Qualifications (RFQ) / Request for Proposals (RFP) for Construction Manager at Risk (CMAR) professional services.

October 14, 2024: Executive Session - Property sites for RSRC project discussed. October 21, 2024: Council Meeting - Approval of Design Services

November 18, 2024: Council Meeting - Approval of CMAR Services

February 3, 2025: Real Estate Purchase and Design Direction

March - May 2025 - RSRC Community Working Group Process
June 2, 2025: Rezoning and Annexation of RSRC Property
July 7, 2025: Council Meeting - Approval of Schematic Design
July 20, 2025 - Study session - Operating Model Discussion
August 2025: RSRC Community Group Follow-up

Fiscal & Resource Impact:

The $65M budget for this project will be funded by the Local Sales Tax designated for the Regional Sports and Recreation Complex. The project scope is currently within the full budget at this stage of the project.

Alternative Action(s):

No alternative actions are recommended at this time.

Prepared By:

Scot Ramsey

Attachments:

Presentation - RSRC Project No. J2870 Bid Authorization

Exhibit B - RCTC & City of Rochester Draft Memorandum of Understanding

CITY OF ROCHESTER MINNESOTA

Rochester Sports & Recreation Complex

BID ADVERTISEMENT & RCTC MOU
OCTOBER 6, 2025

Request for Council Action

1. Authorizing the Advertisement of bids for the Rochester Sports and Recreation Complex – Project No. J2870
2. Directing staff to finalize MOU with RCTC

POLICY CONSIDERATIONS

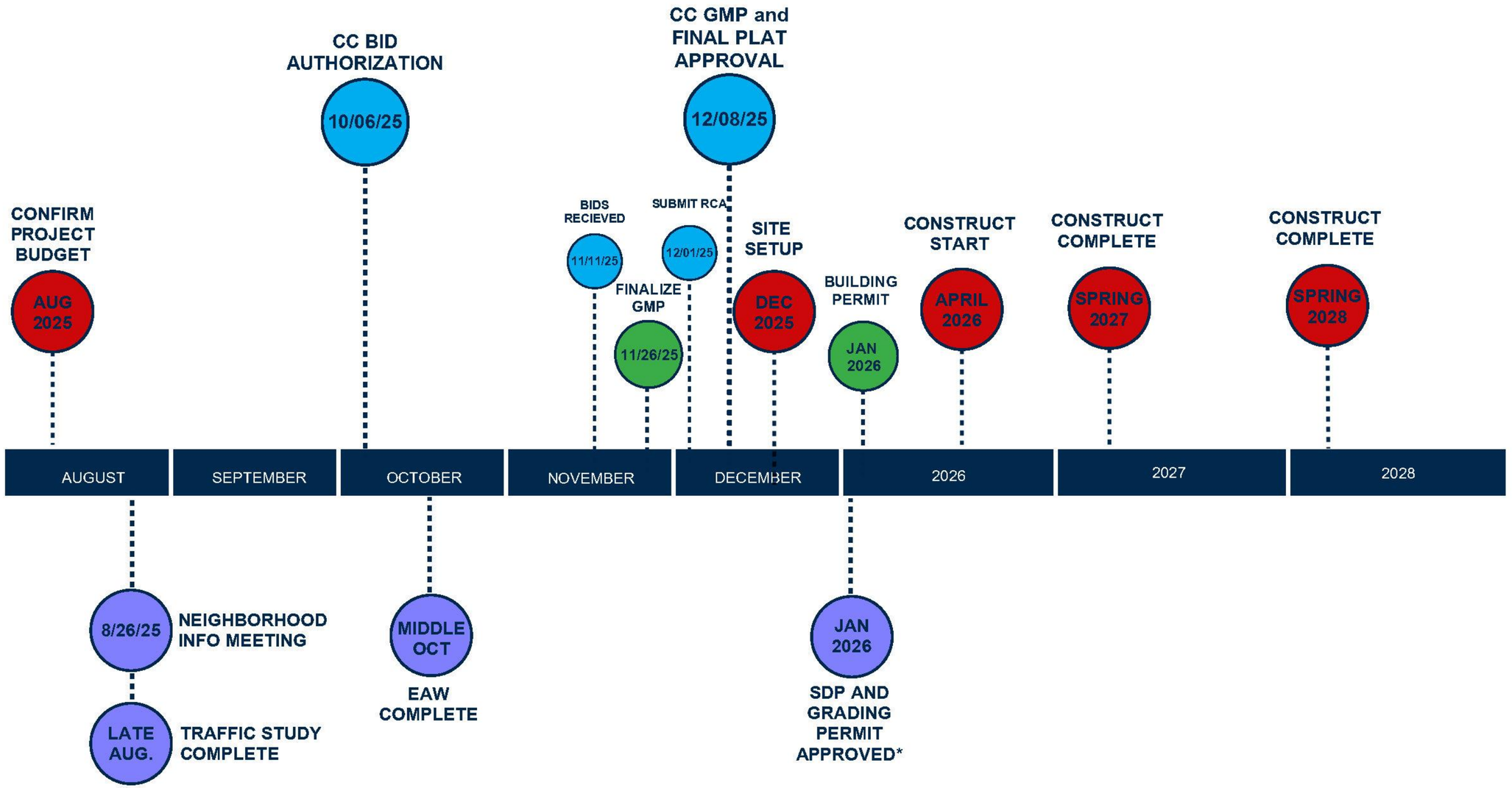
1. City Council will review this project for final approval on December 8, 2025.
2. If bidding is delayed until December 2025, or February 2026 it could increase the project budget by $1,000,000 to $2,000,000 resulting in a significant scope reduction.

Regional Sports & Recreation Complex

Upcoming Design, Construction & Council Decision Milestones

Project Number: J2870
Updated: AUGUST 21, 2025

CITY OF ROCHESTER MINNESOTA



Rochester Sports & Recreation Complex

February 2025 City Council Direction:

1. Purchase 160 acres from Seneca Foods for $5,000,000
2. Directed the Design Team to continue Phase One of the Rochester Sports and Recreation Complex design efforts, focusing on the outdoor-oriented program to meet the regional impact required by the Sales Tax Funding.
3. Directing the City team to continue to explore future funding options and partnerships to implement the indoor project features in a second phase of the project.

Study Session direction to engage with RCTC

- Initial meeting has occurred with RCTC leadership
- MOU provided to RCTC for feedback
- Initial response-RCTC open to conversations but prefers not to formalize MOU as written
- Staff will continue to engage with RCTC , if directed, to determine a viable MOU to guide the process

$7,117,279 paid-to-date on the $65,000,000 project

Strong Market Interest & Ideal Timing to bid project

Location Map

The RSRC is located approximately 1,200' west of Saint Bridgets Road SE, north of 45th/48th Street SE and south of 40th Street SE (extended).

RSRC Design

- Baseball/Softball Fields (8)
- Rectangular Sports Fields (2)
- Pickleball Courts (12)
- Central Concessions/Restrooms Building
- Central Gathering Space
- Regional Park Playground
- Walking/Biking Trails
- Prep Work for Future Development
- Outdoor Basketball Court (1)
- Parking Lots and Circulation Trails

Memorandum of Understanding

Between the City of Rochester and Rochester Community and Technical College (RCTC)

1. Purpose and Recitals

This Memorandum of Understanding ("MOU") sets forth the intent of the City of Rochester ("City") and Rochester Community and Technical College ("RCTC"), collectively "the parties," to collaborate on near-term alignment and long-term planning for continued joint use of athletic and recreation facilities.

Whereas, RCTC and the City have an ongoing and history of collaboration, shared investment and community and student use of regional recreational facilities; and

Whereas, the City of Rochester, through it's Local Sales Tax Authority, has contributed more than $21 Million to the sports and recreation facilities housed at RCTC; and

Whereas, the various agreements for the Regional Sports Center, Bubble and Stadium, and associated Athletic Fields are summarized in Exhibit A; and

Whereas, the 20-year cost of ownership of the Regional Sports Center is estimated at $46M for capital reinvestment, $6M for utilities, and $1.7M for snow removal; and

Whereas, the parties are seeking options to sustain the Bubble/Dome as an ongoing resource; and

Whereas, RCTC and the City want to reaffirm our existing commitments to ensure facilities that provide value to students and the community, consistent with the vision established by initial investments and agreements, while also evaluating new collaboration models for both the short and long term.

2. Guiding Principles

A. Recognition of the City's historical capital contributions and interest in protecting public investment.
B. Recognition of RCTC's educational mission, fiscal constraints, and ongoing responsibilities as facility owner.
C. Commitment by both parties to equitable public access, operational transparency, and long-term sustainability in the best interest of the community.
D. Mutual intent to explore structural models that reduce barriers to public use, improve efficiency, and ensure reinvestment.

3. **Near-Term Commitments (5 Years)**
    A. Maintain the Bubble/Dome
        - The City will provide 30 people for fall set up and spring takedown for the next three seasons (Fall 2025 to Spring 2028).
        - The parties will develop an approach to schedule prioritization and create a scheduling framework that focuses on RCTC, City programs, and community users (public use) based in the Rochester Metropolitan Statistical Area (MSA).
        - In the event of a substantive emergency repair, the parties will meet and discuss options that would allow for shared investment to continue dome operations. If unsuccessful, the mediation process outlined in the original agreement will be pursued.
    B. Near Term Collaboration
        a. Evaluate short-term scheduling adjustments and barriers that limit participation, sharing information in a way that supports adaptive decision-making to optimize the schedule for student and community use.
        b. Develop shared communications and marketing reflecting the existing and enhanced opportunities achieved through schedule optimization.
        c. Explore potential capital investments as part of near-term and long-term planning.
        d. Complete an updated Memorandum of Understanding reflecting near-term collaboration options by November 10, 2025.It is

4. **Long-Term Collaboration and Planning**
    A. The parties agree to evaluate facility enhancements, operational models, ownership interests, and capital investment strategies that could effectively meet community and RCTC student indoor recreation needs. Consider all facility collaboration holistically including the Regional Sports Center, Bubble, Fuad Mansour, Youth Softball/Baseball, and the Regional Sports and Recreation Complex Turf Baseball Fields.
    B. The parties will evaluate long term future for dome fabric replacement, ongoing reinvestment, and operations.
    C. The parties will explore legal or contractual mechanisms that guarantee continued public access tied to both past and future City investments.

D. The parties will develop a reinvestment plan for major repairs, replacements, and upgrades.
E. The parties will consider governance or operational alternatives to enhance financial sustainability.
F. The parties will consider opportunities for RCTC student use of other City owned facilities and whether access to current and future facilities would be beneficial.
G. Target completion of an updated Memorandum of Understanding or successor agreement by March 2, 2026, unless extended by mutual consent of the parties.

5. Other

A. This MOU is non-binding and shall remain in effect until superseded by a revised agreement or terminated by written notice of either party.

Executed this ___ day of _____, 2025.

City of Rochester

Rochester Community and Technical College

CITY OF ROCHESTER MINNESOTA

REQUEST FOR ACTION

Zone Change No. CD2025-004ZC by Veldco

MEETING DATE:
October 6, 2025

ORIGINATING DEPT:
Community Development

AGENDA SECTION:
Ordinance Second Readings

PRESENTER:
Michael Spindler-Krage

Action Requested:
Adopting an Ordinance approving Zone Change No. CD2025-004ZC, by Veldco, amending the zoning designation on a 5.48-acre site from MXS (Mixed Use Street) to MXC (Mixed Use Center).

Report Narrative:
The applicant is proposing a Zoning Map Amendment that would amend the zoning of a 5.48-acre site from MXS to MXG at the south corner of the intersection of Bandel Rd NW and Overland Dr NW. The applicant is currently in the design stage of developing a site plan, intending to provide up to 94 multi-family residential apartment units for the site. The subject site currently has a Commercial and Business Development Comprehensive Plan Land Use Designation. Both the existing MXS and proposed MXC are districts that are compatible with the Commercial & Business Development Land Use Classification. Presently, there is no existing or prior development of the site.

The description of each Base Zoning District is provided within Section 60.200.030 of the Unified Development Code (UDC). Both districts are described as providing for medium intensity commercial development, being pedestrian friendly, and compatible with adjacent residential development, or located at fringe residential neighborhoods.

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

Policy Considerations & DEI Impact:
The addition of the multi-family units and additional units that can be developed under the MXC 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:
June 24, 2025: Neighborhood Informational Meeting - Zone Change
July 11, 2025: Public Hearing Notice mailed and published in the newspaper
July 23, 2025: Planning and Zoning Commission - Public Hearing
August 18, 2025: City Council - Approval of Zone Change No. CD2025-004ZC
September 8, 2025: City Council - First Reading of Zone Change No. CD2025-004ZC

Fiscal & Resource Impact:
All development costs will be the responsibility of the developer.

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

Prepared By:
Edward Caples

Attachments:
Ordinance - CD2025-004ZC Veldco

ORDINANCE NO. _____

ORDINANCE REZONING APPROXIMATELY 5.48 ACRES OF LAND LOCATED AT THE SOUTHEAST CORNER OF THE INTERSECTION OF BANDEL ROAD N.W. AND OVERLAND DRIVE N.W. (PIN #078598), FROM MX-S (MIXED USE STREET) TO MX-C (MIXED USE CENTER) 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:

MXC

That part of the Northwest Quarter of the Northeast Quarter of Section 9, Township 107 North, Range 14 West, Olmsted County, Minnesota, described as follows:

Commencing at the northwest corner of the Northeast Quarter of said Section 9; thence North 88 degrees 41 minutes 11 seconds East, assumed bearing, along the north line thereof, 725.10 feet to the northwest corner of BANDEL NORTH FIRST; thence South 01

degree 29 minutes 43 seconds East, along the west line thereof, 70.00 feet for the point of beginning; thence continue South 01 degree 29 minutes 43 seconds East, along said west line, 487.93 feet to the northeast corner of Lot 1, Block 5, in said BANDEL NORTH FIRST (the next five courses are along the northerly line of said Block 5); thence South 88 degrees 30 minutes 17 Seconds West, 87.40 feet; thence South 67 degrees 20 minutes 39 seconds West, 179.36 feet; thence South 45 degrees 07 minutes 16 seconds West, 180.24 feet; thence South 27 degrees 43 minutes 30 seconds West, 90.30 feet; thence North 50 degrees 07 minutes 24 seconds West, 55.53 feet to the most northerly corner of Lot 7, Block 5, in said BANDEL NORTH FIRST; thence South 88 degrees 57 minutes 43 seconds West, 110.00 feet; thence North 01 degrees 02 minutes 18 seconds West, 194.35 feet; thence northeasterly 219.13 feet along a nontangential curve, concave to the southeast, delta angle of 28 degrees 55 minutes 42 seconds, radius of 434.02 feet and a chord which bears North 41 degrees 11 minutes 57 seconds East, 216.61 feet to a point of reverse curvature; thence northeasterly and northerly 397.78 feet along a reverse curve, concave to the northwest, delta angle of 56 degrees 58 minutes 38 seconds, radius of 400.00 feet and a chord which bears North 27 degrees 10 minutes 30 seconds East, 381.59 feet; thence North 01 degree 18 minutes 49 seconds West, tangent to said curve, 30.00 feet; thence North 88 degrees 41 minutes 11 seconds East, 249.67 feet to the point of beginning.

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 _____, 2025.

_____
PRESIDENT OF SAID COMMON COUNCIL

ATTEST: _____
CITY CLERK

APPROVED THIS _____ DAY OF _____, 2025.

_____
MAYOR OF SAID CITY

(Seal of the City of
Rochester, Minnesota)

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