# CITY COUNCIL AGENDA

| COUNCIL CHAMBERS | TUESDAY, SEPTEMBER 27, 2022 | 6:00 PM |
|---|---|---|

1. **Call to Order/Roll Call/Pledge of Allegiance**
2. **Presentations/Introductions**
3. **Approve minutes of the September 13, 2022 Special City Council and County Commissioners Joint Meeting and the September 13, 2022 City Council Meeting**
   A. Approve minutes of the September 13, 2022 Special City Council and County Commissioners Joint Meeting and the September 13, 2022 City Council Meeting
4. **Consent Agenda**
   A. List of Claims for Release
   B. Resolution 2022-204 Approve Street Closures for Faribault High School Homecoming Parade
   C. Resolution 2022-205 Approve Street Closures for Bethlehem Academy Homecoming Parade
   D. Resolution 2022-206 Adopting the 2022-2024 Non-Union Compensation Plan (Revised)
   E. Approve Job Description and MOU for CBA with Local 70 2022-2024
   F. Approve MOU with MNPEA 2022-2024
   G. Approve MOU with Minnesota Pollution Control Agency
   H. Approve Amended Chemical Bid from Hawkins
   I. Approve Release Agreement for Early Retirement
   J. Approve Purchase of Office Partitions for City Hall and Budget Revision
   K. Approve Purchase of Playground Equipment for Wapacuta Park
   L. Approve Letter of Support for ISD 656 Operating and Capital Project Referendum Levies
   M. Resolution 2022-208 Approve Installation of Bump-Out Project at 7th St. NW & Lincoln Ave. NW
   N. Resolution 2022-207 Approve Towards Zero Deaths TZD Agreement with the Department of Public Safety
   O. Resolution 2022-211 Approve DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION Development Agreement
   P. Resolution 2022-212 Approve Permanent Trail Easement on Lot 1, Block 1 River Ridge Addition
   Q. Resolution 2022-213 Approve Street Closure for Downtown Car Show
   R. Resolution 2022-214 Approving Purchase and Development Agreement for Property Described as Lots 1-3, Block 1, FARIBAULT APARTMENTS

S. Approve LG220 Application for Exempt Permit

T. Resolution 2022-215 Approve Hiring Police Officer

U. Approve an Agreement to Allow the City of Faribault to Issue a Temporary Certificate of Occupancy for Property at 230 Central Avenue

## 5. Requests to be Heard

## 6. Public Hearings – None

## 7. Items for Discussion

A. Ordinance 2022-30 Rezone Property South of 20th Street NW and West of Hulett Avenue from R-4, High-Density Residential, to C-2, Highway Commercial - Second Reading

1. Approve the Summary Publication of Ordinance 2022-30

B. Ordinance 2022-28 Rezone Property in the FARIBAULT APARTMENTS Plat to R-4, High-Density Residential, and PUD Overlay District #2022-28 - Second Reading

1. Approve the Summary Publication of Ordinance 2022-28

C. Resolution 2022-209 Approving a Variance from the Required Setbacks from Property Lines for the Outdoor Storage Area Proposed for Malecha Auto Body Shop at 2005 2nd Avenue NW also known as 190 20th Street NW

D. Resolution 2022-210 Approving a Conditional Use Permit for a 1080 Square Foot Residential Garage at 2700 Western Avenue

E. Ordinance 2022-31 Authorizing Disposal By Sale of Real Property Owned by City Identified as Lot 1, Block 1, RIVERCHASE ADDITION - First Reading

F. Ordinance 2022-32 Authorizing Disposal By Sale of Real Property Owned by City to be Platted as Lots 1 through 3, Block 1, FARIBAULT APARTMENTS - First Reading

## 8. Bids - None

## 9. Boards and Commissions Reports, Announcements and Project Updates

A. Monthly Financial Report

## 10. Adjournment

*(The Council may meet as a group for dinner)*

**NOTE:**

CC **Closed Captioning of Council meetings available on FCTV.**

Please contact the City Administrator's Office if you need special accommodations related to a disability while attending the City Council meeting.

# CITY COUNCIL MINUTES

COUNCIL CHAMBERS TUESDAY, SEPTEMBER 13, 2022 6:00 PM

or immediately following the Joint City Council-Rice County Commissioners Work Session

**Call to Order/Roll Call**
The Special Council Meeting was called to order at 6:00 p.m. by Mayor Voracek. Councilors in attendance were Councilor Sara Caron, Royal Ross, Peter van Sluis, Tom Spooner, Janna Viscomi, and Jon Wood. Also in attendance was City Administrator Tim Murray, City Clerk Heather Slechta, Library and Communications Director Delane James, Community and Economic Development Director Deanna Kuennen, Parks and Recreation Director Paul Peanasky, Police Chief John Sherwin and Human Resource Manager Kevin Bushard.

Rice County Board of Commissioners Call to Order/Roll Call
The Rice County Board of Commissioners called their Work Session to order. Commissioners Jim Purfeerst, Steve Underdahl, Jeff Docken and Dave Miller were in attendance as well as County Administrator Sara Folsted.

**Public Hearings**
*Proposed Property Tax Abatement and Business Subsidy, Tru Vue, Inc.*
Community and Economic Development Director Deanna Kuennen explained Tru Vue, Inc., working with their consultants, determined that the expansion of the Faribault facility is their preferred option based on various site selection factors and a proposed incentive package. To support the expansion, the company has requested city and county tax abatement of new taxes over the course of 10 years - which are technically defined as the "increase in the City and County property taxes resulting from the Minimum Improvements to the Development Property." This assistance would make the project more financially feasible by easing the company into the new tax obligation created by the investment/project. The expansion includes a 70,000 square foot building, automation of manufacturing process, and the upskilling of workforce, totaling $32,000,000.

Working with the project consultant and the Rice County Administrator, Staff evaluated the overall project scope and public benefits, and is proposing a tax abatement package that looks only at new taxes generated from the proposed project. These are increased taxes that would not be realized without the project. The tax abatement proposal would step the company into their new tax obligation over a period of time. This removes the potential new taxes as a burden to the company while the capital investments are being made, but still protects the existing taxes paid to the various different taxing jurisdictions. In return for the abatement - the company would be required to construct the addition and make the proposed investment.

The proposed 10-year tax abatement structure would consist of the following formula, which would be paid out in semi-annual installments over 10 years - with the first tax abatement payment starting in February 2025, ending in August 2034:

Years 1-5: 100% abatement of the increase in the City and County property taxes resulting from the Minimum Improvements to the Development Property established pursuant to the property tax assessment as of January 2, 2024

Year 6: 95% abatement of the City and County property taxes resulting from the Minimum Improvements

to the Development Property

Year 7: 85% abatement of the City and County property taxes resulting from the Minimum Improvements to the Development Property

Year 8: 75% abatement of the City and County property taxes resulting from the Minimum Improvements to the Development Property

Year 9: 65% abatement of the City and County property taxes resulting from the Minimum Improvements to the Development Property

Year 10: 55% abatement of the City and County property taxes resulting from the Minimum Improvements to the Development Property

Year 11: No Abatement

The actual abatement amount would be established based on the valuation assigned to the project by the Rice County Assessor, on January 2, 2024. This assessed value would capture the 70,000 SF building expansion that is proposed to be constructed over the course of 2023. The taxes associated with this new valuation are then due and payable starting in 2025.

Motion by Spooner, seconded by van Sluis to open the public hearing, the public hearing opened at 6:05pm.

The Rice County Commissioners opened their public hearing at 6:05 pm.

The Rice County Commissioners closed their public hearing at 6:07 pm.

Motion by Ross, seconded by Spooner to close the public hearing and carried unanimously. The public hearing was closed at 6:07 pm.

Rachel Gradner, Associate at CBRE, stated that they appreciate the support, and are looking forward to investing in Faribault.

**Faribault City Council Actions**
Motion by Spooner, seconded by Wood to approve Resolution 2022-199 Approving Property Tax Abatement for Certain Property in the City of Faribault and carried unanimously.

Motion by Wood, seconded by van Sluis to approve Resolution 2022-200 Approving Contract for Private Development with Tru Vue, Inc., for Certain Property in the City of Faribault and carried unanimously.

The Rice County Commissioners took their required actions to approve the tax abatement.

**Adjournment**
The Rice County Commissioners adjourned their meeting at 6:09 pm.

Motion by Ross, seconded by van Sluis to adjourn the meeting.

The meeting adjourned at 6:09 pm.

Respectfully Submitted,

_____
Heather Slechta
City Clerk

# CITY COUNCIL MINUTES – Draft

COUNCIL CHAMBERS TUESDAY, SEPTEMBER 13, 2022 6:15 PM

or immediately following the Special Joint City Council - Rice County Commissioners meeting

**Call to Order/Roll Call/Pledge of Allegiance**
The regular meeting of the City Council was called to order by Mayor Kevin Voracek at 6:15 pm. Councilors Sara Caron, Royal Ross, Peter van Sluis, Tom Spooner, Janna Viscomi and Jon Wood were in attendance. Also in attendance were City Administrator Tim Murray, City Clerk Heather Slechta, Police Chief John Sherwin, City Engineer Mark DuChene, Community and Economic Development Director Deanna Kuennen, City Planner David Wanberg, Fire Chief Dustin Dienst, Parks and Recreation Director Paul Peanasky and Human Resources Manager Kevin Bushard.

**Presentations/Introductions**
The Constitution Week Proclamation was read and presented to a member of the Josiah Edson Chapter, DAR.

**Approve minutes of the August 23, 2022 City Council Meeting and the August 23, 2022 Special City Council Meeting - Closed Session**
Motion by Ross, seconded by Caron to approve minutes of the August 23, 2022 City Council Meeting and the August 23, 2022 Special City Council Meeting - Closed Session and carried unanimously.

**Consent Agenda**

A. List of Claims for Release
B. Resolution 2022-194 Approve Use of North Alexander Park for the Heart and Soul for Cole Color Run
C. Approve Faribault Ice Arena Agreement
D. Approve Police Department Policy 203 - Avoiding Racial Profiling
E. Approve Police Department Policy 303 - TASER Policy
F. Approve Job Descriptions
G. Approve MOU with LELS Local 357 2022-2024
H. Approve Private Hangar Sublet
I. Approve Private Hangar Land Lease Transfer
J. Approve LG220 Application for Exempt Permit for Rice County Pheasants Forever
K. Resolution 2022-195 Approve CROP Hunger Walk Street Closures
L. Resolution 2022-196 Accept Donations to Parks and Recreation Department and Library
M. Approve Release Agreement for Early Retirement
N. Approve Employee Recognition Award Program
O. Resolution 2022-197 Adopt Cannon River Comprehensive Watershed Management Plan
P. Approve Quote to Replace Stone and Repair Balusters of Old Main Stairs
Q. Resolution 2022-198 Approve a Preliminary Development Agreement to Allow the Recording of the MIDWEST FIRST SUBDIVISION Plat
R. Approve Proposal from ISG for Professional Design Services for City Hall Restroom Upgrades
S. Approve 2022 CIP Purchase- Dump Trucks
T. Approve Engineering Services Agreement for Masterplanning at the Water Reclamation Facility
U. Resolution 2022-201 Authorize Payment as Recommended by the Charitable Gambling Board to the Morristown Gun Club/WEM Clay Target Booster Club
V. Resolution 2022-175 Approve Massage Therapist License
W. Resolution 2022-202 Authorization to Apply for the Compeer Financial Emergency Response

Equipment Grant

X. Approve Auditing Services Proposals
Y. Resolution 2022-203 Approve Purchase Agreement and Acquisition of Property Located at Lot 1, Block 1 SHOPPES AT 60 AND WESTERN

Councilor Caron requested that 4Q. Resolution 2022-198 Approve a Preliminary Development Agreement to Allow the Recording of the MIDWEST FIRST SUBDIVISION Plat be pulled for discussion.

Motion by Ross, seconded by Wood to approve Consent Agenda Items 4A-4P, 4R-4Y and carried unanimously with Councilor Spooner abstaining from voting for Item 4C. Approve Faribault Ice Arena Agreement.

*Consent Agenda Item 4Q. Resolution 2022-198 Approve a Preliminary Development Agreement to Allow the Recording of the MIDWEST FIRST SUBDIVISION Plat for discussion. Councilor c*
Councilor Caron asked if the Council was approving this without a final plat. Community and Economic Development Director Deanna Kuennen explained that this is being done so that they can close on their financing, they will still have to abide by all of the requirements. Mayor Voracek stated that they will still have to go through all the approvals, and that this will keep the project moving forward.

Motion by Ross, seconded by Wood to approve Consent Agenda Item 4Q. Resolution 2022-198 Approve a Preliminary Development Agreement to Allow the Recording of the MIDWEST FIRST SUBDIVISION Plat and carried 6:1 with Caron voting Nay.

**Requests to be Heard-None**

**Public Hearings – None**

**Items for Discussion**
*Resolution 2022-191 Adopting the 2023 Preliminary Property Tax Levy and Establishing the Budget Meeting Date; Resolution 2022-192 Approving the Faribault Housing and Redevelopment Authority Preliminary Property Tax Levy for Fiscal Year 2023 and Resolution 2022-193 Approving the Faribault Economic Development Authority Preliminary Property Tax Levy for Fiscal Year 2023*
Finance Director Jeanne Day presented the 2023 Preliminary Property Tax Levy information to the Council. Day explained that over several work sessions, the City Council has reviewed the preliminary budget for various levy-supported funds, to include the General Fund, and Community Development Funds, as well as other Special Revenue and Enterprise Funds. Based upon these discussions, a preliminary levy amount of $11,204,332 was recommended, which is an increase of $645,254 or 6.11% from the 2022 levy. Due to growth and development that has occurred within the city over the past year and an increase of 14.58% to the City's Net Tax Capacity, the resulting tax rate will decrease from 51.68% to 47.862%

Day explained that the City of Faribault Housing and Redevelopment Authority (HRA) has separate taxing authority provided by Minnesota Statutes. The Statutes provide that the levy for the HRA shall be an amount approved by the governing body of the City, but shall not exceed the specified percent of the estimated market value. As provided by law, the HRA can levy not more than 0.0185 percent of the taxable market value therefore the HRA requested to levy the maximum of $328,850

Similar to the HRA the Economic Development Authority (EDA) of Faribault also has taxing authority. The EDA has requested that the City of Faribault levy a tax in 2023 for the benefit of the EDA as allowed under Minnesota Statutes. The EDA requested the maximum levy allowable for 2023, $322,273.

Day recommended that the Council approve the final budget and tax levy at the December 13, 2022 Council meeting.

Motion by Ross, seconded by van Sluis to approve Resolution 2022-191 Adopting the 2023 Preliminary Property Tax Levy and Establishing the Budget Meeting Date and carried unanimously.

Motion by van Sluis, seconded by Caron to approve Resolution 2022-192 Approving the Faribault Housing and Redevelopment Authority Preliminary Property Tax Levy for Fiscal Year 2023 and carried

unanimously.

Motion by Wood, seconded by Ross to approve Resolution 2022-193 Approving the Faribault Economic Development Authority Preliminary Property Tax Levy for Fiscal Year 2023 and carried unanimously.

*Ordinance 2022-30 Rezone Property South of 20th Street NW and West of Hulett Avenue from R-4, High-Density Residential, to C-2, Highway Commercial - First Reading*
Community and Economic Development Director Deanna Kuennen informed the Council that Mike Richie, on behalf of KGN Enterprises, LLC requested approval to rezone land parcels south of 20th Street NW and west of Hulett Avenue from R-4, High-Density Residential to C-2, Highway Commercial. One of the Property's parcels has an existing high-density residential use, and the other parcel is undeveloped. Rezoning the parcels to C-2, Highway Commercial, would allow flexibility to shift the common lot line between the two parcels and allow the existing residential use to exist on a smaller lot while giving the undeveloped parcel additional flexibility for future commercial or residential development. The rezoning would ensure that all parcels in the Crossroads development are in the same zoning district.

The Planning Commission held a public hearing on September 6, 2022, to consider the Applicant's request. No one from the public provided comments. The Planning Commission recommended approval of the rezoning request based on the findings outlined in the attached Ordinance 2022-30.

Councilor Ross asked if this zoning is a new classification, Kuennen stated that the zoning is C-2.

Motion by Spooner, seconded by van Sluis to approve Ordinance 2022-30 Rezone Property South of 20th Street NW and West of Hulett Avenue from R-4, High-Density Residential, to C-2, Highway Commercial - First Reading

Roll Call Vote:
Aye: Councilor Caron, Ross, van Sluis, Spooner, Viscomi, Wood and Mayor Voracek
Nay:
Motion carried 7:0

*Ordinance 2022-29 Amend Sec. 2-7 of the City Code of Ordinances regarding the Salaries of the Mayor and Council Members - Second Reading and Approve Summary Publication of Ordinance 2022-29*
City Administrator Tim Murray stated that since the August 26, 2022 meeting that there have been no comments or questions received and no changes have been made to Ordinance 2022-29.

Motion by Viscomi, seconded by Caron to approve Ordinance 2022-29 Amend Sec. 2-7 of the City Code of Ordinances regarding the Salaries of the Mayor and Council Members - Second Reading

Roll Call Vote:
Aye: Councilor Caron, Ross, van Sluis, Spooner, Viscomi, Wood and Mayor Voracek
Nay:
Motion carried 7:0

Motion by Ross, seconded by van Sluis to approve Summary Publication of Ordinance 2022-29 and carried unanimously.

**Bids - None**

**Boards and Commissions Reports, Announcements and Project Updates**
Mayor Voracek stated that there is an Ice Arena Board meeting tomorrow. Councilor Ross informed the Council and public of the final Car Show of the season at Harley Davidson on Friday night.

**Adjournment**
Motion by Ross, seconded by Wood to adjourn the City Council meeting and carried unanimously.

The meeting adjourned at 6:42 pm.

Respectfully Submitted,

_____
Heather Slechta
City Clerk

# Request for Council Action

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **THROUGH:** | Tim Murray, City Administrator |
| **FROM:** | Jeanne Day, Finance Director |
| **MEETING DATE:** | September 27, 2022 |
| **SUBJECT:** | List of Claims for Release |

**Background:**

A copy of the list of claims is available for City Council review through the City Administrator, in the amount of $1,593,511.37, which includes check numbers 175710 to 175830 and automatic clearing house payments.

The description line for each claim provides information to assist readers in understanding the purpose of the purchase and the department making the purchase. Initials of the department making the purchase are included in the description when possible. At the bottom of each page is a key, listing the primary funds to help identify the fund associated with the claim.

**Recommendation:**

Approve the attached List of Claims for Release.

**Attachments:**

1. 09-27-2022 Council AP List

# AP
## AP Council Approval 09-27-2022

User: astadler
Printed: 9/22/2022 2:27:07 PM

| Check Numb | Last Name | Acct 1 | Amount | Description |
|---|---|---|---|---|
| 0 | 5 Star Inspections Inc | 101-42400-420-43090 | 6,720.77 | Electrical Inspections |
| | 5 Star Inspections Inc | | 6,720.77 | |
| 175724 | Amazon Capital Services | 101-41510-410-42020 | 120.00 | Keyboard and Keypad for Acct Technician |
| 175724 | Amazon Capital Services | 101-42210-420-42110 | 27.98 | Flagpole Halyard Rope |
| 175724 | Amazon Capital Services | 101-45140-450-42110 | 715.72 | Penalty Flags/Cones/Yard Markers/ Pylons/Flags |
| 175724 | Amazon Capital Services | 101-45500-450-42190 | 70.85 | Books |
| 175724 | Amazon Capital Services | 101-45140-450-42110 | 82.50 | Flag Football - Flags |
| 175724 | Amazon Capital Services | 603-49500-000-42210 | 15.97 | Equipment Parts #29 |
| 175724 | Amazon Capital Services | 101-45122-450-42110 | 29.12 | Cooler Hinges |
| 175724 | Amazon Capital Services | 101-45500-450-42190 | 74.36 | Books |
| 175724 | Amazon Capital Services | 101-45500-450-42190 | 18.70 | Books |
| 175724 | Amazon Capital Services | 101-45500-450-42190 | 10.50 | Books |
| 175724 | Amazon Capital Services | 101-42220-420-42110 | 41.87 | Lithium Photo Battery Pack |
| 175724 | Amazon Capital Services | 101-45500-450-43130 | 279.08 | Supplies for 3D Printing Makerspace |
| 175724 | Amazon Capital Services | 101-45500-450-42190 | 7.98 | Books |
| 175724 | Amazon Capital Services | 101-45500-450-42190 | 29.94 | Books |
| 175724 | Amazon Capital Services | 101-45500-450-43130 | 6.48 | Copper Conductive Tape for Makerspace |
| 175724 | Amazon Capital Services | 101-45122-450-42110 | 53.99 | Community Center Pool Back Stroke Flags |
| 175724 | Amazon Capital Services | 101-45500-450-42190 | 27.71 | Book |
| 175724 | Amazon Capital Services | 101-45500-450-42010 | 31.89 | Contact Paper/Tacky Glue |
| 175724 | Amazon Capital Services | 101-45500-450-43130 | 7.99 | Vellum Paper |
| | Amazon Capital Services | | 1,652.63 | |
| 175725 | American Red Cross | 101-45130-450-43131 | 35.00 | Adult First Aid Civic Certificate Fee |
| | American Red Cross | | 35.00 | |
| 175726 | Ancom Technical Center | 101-42220-420-42110 | 137.00 | Lithium Battery for Radio |



KEY: General Fund (101), Airport (225), Public Housing (241), Water (601), Sewer (602), Storm (603), Robinwood (898)

| Check Numb | Last Name | Acct 1 | Amount | Description |
|---|---|---|---|---|
| | Ancom Technical Center | | 137.00 | |
| 0 | APG Media of Southern Minnesota LLC | 101-00000-000-22000 | 445.50 | TIF Legal Notice for District 18 Willow St Apts |
| 0 | APG Media of Southern Minnesota LLC | 101-41910-410-43510 | 741.04 | General Legal Notice Publications |
| 0 | APG Media of Southern Minnesota LLC | 101-45110-450-43430 | 720.00 | Pet Parade Ad |
| 0 | APG Media of Southern Minnesota LLC | 101-00000-000-22000 | 445.50 | TIF Legal Notice for District 15 Farmer Seed |
| | APG Media of Southern Minnesota LLC | | 2,352.04 | |
| 175727 | Archambault Bros Disposal | 101-45200-450-43840 | 652.89 | Refuse Disposal Bell Field |
| | Archambault Bros Disposal | | 652.89 | |
| 175728 | Aspen Mills | 101-42110-420-42180 | 277.16 | Polos (LS and SL) - Vest Carrier / J Sherwin |
| 175728 | Aspen Mills | 101-42123-420-42180 | 97.61 | Cargo Pant - LS and SL Shirts / D Skluzacek |
| | Aspen Mills | | 374.77 | |
| 175729 | Astleford International & Isuzu | 101-43121-430-42210 | 930.72 | Fuel Pump - Street #413 |
| 175729 | Astleford International & Isuzu | 101-43121-430-42210 | -225.00 | Fuel Pump Core Credit - Street #413 |
| | Astleford International & Isuzu | | 705.72 | |
| 0 | Auto Value Parts Store | 101-43126-430-42110 | 9.99 | Brush On Thread Compound - Shop |
| 0 | Auto Value Parts Store | 101-43126-430-42110 | 21.98 | Air Line Lubrication Oil |
| 0 | Auto Value Parts Store | 101-43121-430-42210 | 55.00 | Spray Paint - Street #104 |
| | Auto Value Parts Store | | 86.97 | |
| 175730 | Axon Enterprise Inc | 101-00000-000-10100 | 6,969.00 | Drone - Funded From Donations |
| 175730 | Axon Enterprise Inc | 101-00000-000-10108 | -6,969.00 | Drone - Funded From Donations |
| 175730 | Axon Enterprise Inc | 431-42123-420-45400 | 6,969.00 | Drone - Funded From Donations |
| | Axon Enterprise Inc | | 6,969.00 | |
| 175731 | Baker & Taylor Entertainment | 101-45500-450-42190 | 29.07 | Books |
| 175731 | Baker & Taylor Entertainment | 101-45500-450-42190 | 14.50 | Books |
| 175731 | Baker & Taylor Entertainment | 101-45500-450-42190 | 35.70 | Books |
| 175731 | Baker & Taylor Entertainment | 101-45500-450-42190 | 12.47 | Books |
| 175731 | Baker & Taylor Entertainment | 101-45500-450-42190 | 51.69 | Books |
| 175731 | Baker & Taylor Entertainment | 101-45500-450-42190 | 38.63 | Books |
| 175731 | Baker & Taylor Entertainment | 101-45500-450-42190 | 5.44 | Books |

| Check Numb | Last Name | Acct 1 | Amount | Description |
|---|---|---|---|---|
| 175731 | Baker & Taylor Entertainment | 101-45500-450-42190 | 17.21 | Books |
| 175731 | Baker & Taylor Entertainment | 101-45500-450-42190 | 390.07 | Books |
| 175731 | Baker & Taylor Entertainment | 101-45500-450-42190 | 338.04 | Books |
| 175731 | Baker & Taylor Entertainment | 101-45500-450-42190 | 816.78 | Books |
| 175731 | Baker & Taylor Entertainment | 101-45500-450-42190 | 9.06 | Books |
| 175731 | Baker & Taylor Entertainment | 101-45500-450-42190 | 220.74 | Books |
| | Baker & Taylor Entertainment | | 1,979.40 | |
| 0 | BGMN Inc | 101-42123-420-42130 | 20.47 | Diesel Additive for Stock |
| 0 | BGMN Inc | 601-49430-000-42130 | 30.71 | Diesel Additive for Stock |
| 0 | BGMN Inc | 101-43121-430-42130 | 81.89 | Diesel Additive for Stock |
| 0 | BGMN Inc | 602-49450-000-42130 | 30.71 | Diesel Additive for Stock |
| 0 | BGMN Inc | 101-45200-450-42130 | 40.95 | Diesel Additive for Stock |
| 0 | BGMN Inc | 602-49450-000-42130 | 42.91 | Diesel Fuel Additive |
| 0 | BGMN Inc | 101-42123-420-42130 | 28.61 | Diesel Fuel Additive |
| 0 | BGMN Inc | 601-49430-000-42130 | 42.91 | Diesel Fuel Additive |
| 0 | BGMN Inc | 101-45200-450-42130 | 57.22 | Diesel Fuel Additive |
| 0 | BGMN Inc | 101-43121-430-42130 | 114.43 | Diesel Fuel Additive |
| | BGMN Inc | | 490.81 | |
| 0 | Bolton & Menk Inc | 601-49430-000-45300 | 10,504.00 | 2019-12A NW Area Water Tower |
| 0 | Bolton & Menk Inc | 602-49450-000-45300 | 11,791.00 | TH 3 Sanitary Sewer Project |
| 0 | Bolton & Menk Inc | 401-43121-430-45300 | 2,325.00 | Northern Link Trail- Project #0M1.125143 |
| | Bolton & Menk Inc | | 24,620.00 | |
| 0 | Border States Industries Inc | 602-49480-000-42110 | 63.90 | LED Light Bulb |
| | Border States Industries Inc | | 63.90 | |
| 175732 | Broadcast Music Inc | 101-45110-450-44390 | 391.00 | Annual Broadcast License |
| | Broadcast Music Inc | | 391.00 | |
| 0 | Bug Busters Inc | 241-46330-461-44010 | 41.00 | 1808 Shumway Bug Treatment |
| 0 | Bug Busters Inc | 241-46330-461-44010 | 41.00 | 1532 Western Bug Treatment No Show |
| 0 | Bug Busters Inc | 898-46310-000-44010 | 212.00 | #124 2nd Bed Bug Treatment |
| | Bug Busters Inc | | 294.00 | |
| 175733 | Buzakovic Danko & Jadranka | 601-00000-000-20200 | 25.06 | Refund Check 022297-000, 2219 14 St NE |

| Check Numb | Last Name | Acct 1 | Amount | Description |
|---|---|---|---|---|
| | Buzakovic Danko & Jadranka | | 25.06 | |
| 175710 | c/o Teledoc Inc Healthiest You | 101-00000-000-21707 | 980.00 | Healthiest You - September |
| | c/o Teledoc Inc Healthiest You | | 980.00 | |
| 175734 | Canon Financial Services Inc | 101-42210-420-44160 | 68.46 | Copy Machine Contract Charge |
| 175734 | Canon Financial Services Inc | 603-49500-000-44160 | 1.63 | Public Works Copier Rent 9/1/22-9/30/22 |
| 175734 | Canon Financial Services Inc | 602-49450-000-44160 | 11.46 | Public Works Copier Rent 9/1/22-9/30/22 |
| 175734 | Canon Financial Services Inc | 601-49430-000-44160 | 11.46 | Public Works Copier Rent 9/1/22-9/30/22 |
| 175734 | Canon Financial Services Inc | 101-42124-420-44160 | 201.90 | Copier Leases |
| 175734 | Canon Financial Services Inc | 101-41940-410-44160 | 224.41 | Copier Lease |
| 175734 | Canon Financial Services Inc | 240-46210-460-44160 | 224.41 | 3rd Floor Copier Lease |
| 175734 | Canon Financial Services Inc | 101-43121-430-44160 | 110.14 | Public Works Copier Rent 9/1/22-9/30/22 |
| | Canon Financial Services Inc | | 853.87 | |
| 175735 | Caswell Dave | 601-00000-000-20200 | 23.01 | Refund Check 024445-001, 1400 Mitchell Dr |
| | Caswell Dave | | 23.01 | |
| 175736 | Cengage Learning Inc | 101-45500-450-42190 | 38.00 | Books |
| | Cengage Learning Inc | | 38.00 | |
| 175718 | CenturyLink | 902-00000-000-23935 | 322.10 | Monthly Phone Bill |
| 175718 | CenturyLink | 225-49810-430-43210 | 62.82 | 507-334-3495 952 Airport |
| 175718 | CenturyLink | 902-00000-000-23935 | -322.10 | 507 Z01-0018 863 Monthly Phone Bill |
| 175718 | CenturyLink | 101-42210-420-43210 | 133.64 | 507-334-0486 496 |
| 175718 | CenturyLink | 225-49810-430-43210 | 62.82 | 507-334-7494 946 Airport |
| 175718 | CenturyLink | 101-41940-410-43210 | 62.82 | 507-334-8409 948 |
| 175718 | CenturyLink | 101-41910-410-43210 | 325.00 | City Hall - September |
| 175721 | CenturyLink | 101-41940-410-43210 | 304.34 | 507-332-2400 019 |
| 175721 | CenturyLink | 902-00000-000-23935 | 585.31 | Monthly Service 09/13/22-10/12/22 |
| 175721 | CenturyLink | 601-49430-000-43210 | 87.90 | 507-332-9045 313Sensus Back-up Dialer |
| 175721 | CenturyLink | 225-49810-430-43210 | 70.82 | 507-334-2850 219 |
| 175721 | CenturyLink | 902-00000-000-23935 | -585.31 | Monthly Service 09/13/22-10/12/22 |
| 175721 | CenturyLink | 602-49450-000-43210 | 70.82 | 507-334-0586 787 |
| 175721 | CenturyLink | 101-45500-450-43210 | 51.43 | 507 334-0138 069 Elevator Phone |
| | CenturyLink | | 1,232.41 | |



KEY: General Fund (101), Airport (225), Public Housing (241), Water (601), Sewer (602), Storm (603), Robinwood (898)

| Check Numb | Last Name | Acct 1 | Amount | Description |
|---|---|---|---|---|
| 175737 | Churchill Lawrence | 873-00000-000-20200 | 31.67 | Refund Check 020615-000, 4391 Roberds Lake Trl |
| | Churchill Lawrence | | 31.67 | |
| 0 | Cintas Corporation | 101-41940-410-44060 | 0.01 | Laundry Services |
| 0 | Cintas Corporation | 101-41940-410-44060 | -0.01 | Laundry Services |
| 0 | Cintas Corporation | 101-45122-450-44060 | 14.62 | Laundry Service Mops |
| 0 | Cintas Corporation | 898-46310-000-44060 | 49.83 | Mats |
| 0 | Cintas Corporation | 898-46310-000-42110 | 2.15 | Hand Sanitizer |
| 0 | Cintas Corporation | 898-46310-000-44010 | 25.77 | Sanitizer Service |
| 0 | Cintas Corporation | 603-49500-000-44160 | 6.36 | Uniform Cleaning Stormwater |
| 0 | Cintas Corporation | 602-49480-000-44060 | 10.63 | Lab Towels Floor Mats |
| 0 | Cintas Corporation | 101-43126-430-44060 | 12.58 | Uniform Cleaning Mechanics |
| 0 | Cintas Corporation | 101-45200-450-44060 | 30.95 | Laundry |
| 0 | Cintas Corporation | 101-43121-430-44060 | 25.88 | Uniform Cleaning Streets |
| 0 | Cintas Corporation | 601-49430-000-44060 | 22.83 | Uniform Cleaning Water |
| 0 | Cintas Corporation | 602-49480-000-44060 | 30.45 | Uniform Laundry |
| 0 | Cintas Corporation | 602-49450-000-44060 | 15.50 | Uniform Cleaning Sewer |
| 0 | Cintas Corporation | 101-43126-430-44060 | 12.58 | Uniform Cleaning Mechanics |
| 0 | Cintas Corporation | 602-49480-000-44060 | 26.78 | Lab Towels Floor Mats |
| 0 | Cintas Corporation | 602-49450-000-44060 | 15.50 | Uniform Cleaning Sewer |
| 0 | Cintas Corporation | 101-43126-430-44060 | 6.20 | Laundry - Shop Towels |
| 0 | Cintas Corporation | 101-43121-430-44060 | 25.88 | Uniform Cleaning Streets |
| 0 | Cintas Corporation | 602-49480-000-44060 | 30.45 | Uniform Laundry |
| 0 | Cintas Corporation | 601-49430-000-44060 | 22.83 | Uniform Cleaning Water |
| 0 | Cintas Corporation | 603-49500-000-44060 | 6.36 | Uniform Cleaning Stormwater |
| 0 | Cintas Corporation | 101-45200-450-44060 | 30.95 | Laundry |
| | Cintas Corporation | | 425.08 | |
| 175738 | City of Faribault | 241-46330-461-44375 | 155.00 | 904 A Spring Rd Utilility Reimb to Water Acct 020561-000 |
| 175738 | City of Faribault | 225-49810-430-43820 | 13.11 | 005003-005 Airport Terminal |
| 175738 | City of Faribault | 898-46310-000-43860 | 78.75 | 014197-000 1324 Prairie Ave |
| 175738 | City of Faribault | 241-46330-461-43820 | 13.11 | 005090-007 1806 Shumway Ave |
| 175738 | City of Faribault | 101-45127-450-43850 | 10.89 | 005003-043 705 17 St SW |
| 175738 | City of Faribault | 898-46310-000-43850 | 309.70 | 014197-000 1324 Prairie Ave |
| 175738 | City of Faribault | 241-46330-461-43860 | 23.70 | 005090-007 1806 Shumway Ave |
| 175738 | City of Faribault | 241-46330-461-43820 | 13.11 | 005090-006 1810 Shumway Ave |
| 175738 | City of Faribault | 241-46330-461-43820 | 13.11 | 005090-026 1526 Western Ave |
| 175738 | City of Faribault | 241-46330-461-43820 | 13.11 | 005090-001 920 1 St SW |
| 175738 | City of Faribault | 241-46330-461-43820 | 13.15 | 005090-003 1528 Western Ave |
| 175738 | City of Faribault | 602-49480-000-43820 | 1,718.40 | 005003-019 214 14 St NE |
| 175738 | City of Faribault | 602-49480-000-43820 | 13.11 | 005003-022 214 14 St NE |

| Check Numb | Last Name | Acct 1 | Amount | Description |
|---|---|---|---|---|
| 175738 | City of Faribault | 241-46330-461-43820 | 13.11 | 005090-004 1818 Shumway Ave |
| 175738 | City of Faribault | 601-49430-000-43850 | 235.98 | 005003-032 812 8 Ave NW (New Water Plant) |
| 175738 | City of Faribault | 211-46310-460-43820 | 27.70 | 005003-000 16 1 St SE |
| 175738 | City of Faribault | 898-46310-000-43820 | 187.77 | 014197-000 1324 Prairie Ave |
| 175738 | City of Faribault | 101-45127-450-43860 | 36.11 | 005003-043 705 17 St SW |
| 175738 | City of Faribault | 241-46330-461-43860 | 43.95 | 005090-026 1526 Western Ave |
| 175738 | City of Faribault | 225-49810-430-43850 | 14.87 | 005003-004 3401 Hwy 21 W |
| 175738 | City of Faribault | 602-49480-000-43860 | 224.31 | 005003-019 214 14 St NE |
| 175738 | City of Faribault | 211-46310-460-43850 | 35.65 | 005003-000 16 1 St SE |
| 175738 | City of Faribault | 902-00000-000-23935 | 7,214.54 | Water/Sewer-August |
| 175738 | City of Faribault | 241-46330-461-43820 | 13.11 | 005090-016 1814 Shumway Ave |
| 175738 | City of Faribault | 101-45127-450-43820 | 25.19 | 005003-043 705 17 St SW |
| 175738 | City of Faribault | 211-46310-460-43860 | 6.53 | 005003-000 16 1 St SE |
| 175738 | City of Faribault | 602-49480-000-43820 | 2,333.11 | 005003-023 214 14 St NE |
| 175738 | City of Faribault | 241-46330-461-43820 | 13.11 | 005090-000 910 1 St SW |
| 175738 | City of Faribault | 101-45127-450-43820 | 1,450.23 | 005003-030 705 17 St SW-Irrigation |
| 175738 | City of Faribault | 902-00000-000-23935 | -7,214.54 | Water/Sewer-August |
| 175738 | City of Faribault | 225-49810-430-43820 | 18.19 | 005003-004 3401 Hwy 21 W |
| 175738 | City of Faribault | 225-49810-430-43860 | 272.17 | 005003-004 3401 Hwy 21 W |
| 175738 | City of Faribault | 225-49810-430-43850 | 8.32 | 005003-005 Airport Terminal |
| 175738 | City of Faribault | 241-46330-461-43860 | 21.88 | 005090-000 910 1 St SW |
| 175738 | City of Faribault | 873-49499-000-43850 | 3,167.14 | Roberds Lake SIU Bill |
| 175738 | City of Faribault | 873-49499-000-43090 | 594.00 | Roberds Lake Billing Fee - August |
| | City of Faribault | | 11,130.68 | |
| 0 | CivicPlus | 101-41320-410-43090 | 2,851.20 | Annual Code Fee |
| 0 | CivicPlus | 101-41110-410-43090 | 224.25 | Closed Captioning |
| | CivicPlus | | 3,075.45 | |
| 175739 | Clean Choice Energy | 101-43121-430-43810 | 4,362.29 | 3040518161200 Belview Tr |
| 175739 | Clean Choice Energy | 101-43160-430-43810 | 14.26 | 3041165121000 Lyndale Ave S |
| 175739 | Clean Choice Energy | 101-43160-430-43810 | 190.45 | 3041576453305 Highway 60 |
| 175739 | Clean Choice Energy | 101-43170-430-43810 | 15.99 | 3041315032200 30 St NW Signal Lights |
| 175739 | Clean Choice Energy | 101-43160-430-43810 | 147.56 | 303661815495 Heritage Place |
| 175739 | Clean Choice Energy | 101-45127-450-43810 | 85.98 | 304160080705 17 St SW (Soccer Complex) |
| 175739 | Clean Choice Energy | 101-45200-450-43810 | 132.18 | 304017445900 Lyndale Ave N |
| 175739 | Clean Choice Energy | 101-45200-450-43810 | 115.68 | 3043066891800 Alexander Dr Concession Stand |
| 175739 | Clean Choice Energy | 101-43160-430-43810 | 18.90 | 3043806371690 Highway 60W Street Lighting |
| 175739 | Clean Choice Energy | 101-45200-450-43810 | 41.79 | 303510224520 3rd St NW (Central Pk Bandstand) |
| 175739 | Clean Choice Energy | 902-00000-000-23935 | -13,584.86 | Solar Bill - July |
| 175739 | Clean Choice Energy | 101-45200-450-43810 | 12.28 | 3023211021000 7th Ave SW |



KEY: General Fund (101), Airport (225), Public Housing (241), Water (601), Sewer (602), Storm (603), Robinwood (898)

| Check Numb | Last Name | Acct 1 | Amount | Description |
|---|---|---|---|---|
| 175739 | Clean Choice Energy | 902-00000-000-23935 | 13,584.86 | Solar Bill - July |
| 175739 | Clean Choice Energy | 602-49450-000-43810 | 12.91 | 3027721851150 Willow St Lift Station |
| 175739 | Clean Choice Energy | 101-43170-430-43810 | 135.21 | 3034532651500 7th St NW Signal Lights |
| 175739 | Clean Choice Energy | 101-45200-450-43810 | 20.11 | 303239611330 9th Ave SW Sr High Tennis Cts |
| 175739 | Clean Choice Energy | 101-45200-450-43810 | 715.72 | 3025764661815 Alexander Dr |
| 175739 | Clean Choice Energy | 101-43160-430-43810 | 16.52 | 304116511800 Lyndale Ave SW |
| 175739 | Clean Choice Energy | 101-45500-450-43810 | 1,270.95 | 30234228711 Division St E (Library) |
| 175739 | Clean Choice Energy | 101-43170-430-43810 | 129.15 | 3025252474050 Highway 60W Signal Lights |
| 175739 | Clean Choice Energy | 101-45126-450-43810 | 701.89 | 303373970117 Shumway Ave |
| 175739 | Clean Choice Energy | 601-49430-000-43810 | 1,569.78 | 302969048350 Alexander Park Well #6 |
| 175739 | Clean Choice Energy | 603-49500-000-43810 | 64.55 | 3040518161200 Belview Tr |
| 175739 | Clean Choice Energy | 101-43160-430-43810 | 433.91 | 302767481210 3 St NE St Light |
| 175739 | Clean Choice Energy | 602-49450-000-43810 | 453.99 | 3040518161200 Belview Tr |
| 175739 | Clean Choice Energy | 601-49430-000-43810 | 1,321.88 | 3039299721904 Fairgrounds Dr Well |
| 175739 | Clean Choice Energy | 101-42210-420-43810 | 786.76 | 302527702122 2nd St NW (Fire Hall) |
| 175739 | Clean Choice Energy | 602-49450-000-43810 | 106.43 | 3036919802219 Grant St NW Lift Station |
| 175739 | Clean Choice Energy | 101-45200-450-43810 | 37.82 | 302261595920 9th Ave SW |
| 175739 | Clean Choice Energy | 601-49430-000-43810 | 453.99 | 3040518161200 Belview Tr |
| 175739 | Clean Choice Energy | 101-43170-430-43810 | 63.62 | 3042653021990A Lyndale Ave N Signal |
| 175739 | Clean Choice Energy | 101-43160-430-43810 | 116.33 | 3041576321602 2nd Ave NW |
| 175739 | Clean Choice Energy | 101-43160-430-43810 | 18.40 | 3041165101904 Grant St |
| 175739 | Clean Choice Energy | 602-49450-000-43810 | 17.58 | 303203605319 Lind St Lift Station |
| | Clean Choice Energy | | 13,584.86 | |
| 175711 | Colonial Life | 101-00000-000-21711 | 80.00 | PR Batch 00518.09.2022 Short Term Disability |
| | Colonial Life | | 80.00 | |
| 175740 | Commercial Asphalt Company | 101-43121-430-42240 | 546.47 | Hot Mix for Street Patching |
| 175740 | Commercial Asphalt Company | 101-45200-450-44050 | 2,480.11 | Asphalt (Trail Repairs) |
| 175740 | Commercial Asphalt Company | 101-43121-430-42240 | 1,994.10 | Asphalt For Street Patching |
| | Commercial Asphalt Company | | 5,020.68 | |
| 175741 | Community Co-op Oil Assn | 101-41940-410-44045 | 30.00 | Replace Cart Tire Tubes and Mount |
| 175741 | Community Co-op Oil Assn | 101-45200-450-42120 | -0.92 | Credit for Federal Tax Charged on Fuel at C-Store |
| 175741 | Community Co-op Oil Assn | 101-45200-450-44040 | 30.00 | Tire Repair |
| 175741 | Community Co-op Oil Assn | 602-49450-000-42120 | -1.28 | Credit for Federal Tax Charged on Fuel at C-Store |
| 175741 | Community Co-op Oil Assn | 101-42220-420-42120 | -2.13 | Credit for Federal Tax Charged on Fuel at C-Store |
| 175741 | Community Co-op Oil Assn | 101-45122-450-42120 | -1.88 | Credit for Federal Tax Charged on Fuel at C-Store |
| 175741 | Community Co-op Oil Assn | 101-43121-430-42110 | -0.82 | Credit for Federal Tax Charged on Fuel at C-Store |
| 175741 | Community Co-op Oil Assn | 602-49480-000-42210 | 3,900.00 | Replacement Tracks For Bobcat |

| Check Numb | Last Name | Acct 1 | Amount | Description |
|---|---|---|---|---|
| 175741 | Community Co-op Oil Assn | 602-49480-000-44040 | 15.00 | Flat Tire Repair |
| 175741 | Community Co-op Oil Assn | 101-45122-450-42120 | 50.00 | Mower Gasoline |
| 175741 | Community Co-op Oil Assn | 101-43170-430-42110 | 11.87 | Gas For Painters |
| 175741 | Community Co-op Oil Assn | 602-49480-000-43840 | 200.00 | Disposal Of Old Tracks From Bobcat Skidsteer |
| 175741 | Community Co-op Oil Assn | 101-45200-450-42220 | 311.90 | Tires - Parks #16 |
| | Community Co-op Oil Assn | | 4,541.74 | |
| 0 | Crane Creek Asphalt | 601-49430-000-42240 | 1,400.00 | Asphalt For Watermain Repair Lyndale Ave |
| | Crane Creek Asphalt | | 1,400.00 | |
| 175742 | Creative Co-Op | 101-45122-450-42110 | 168.00 | Garbage Bags |
| | Creative Co-Op | | 168.00 | |
| 175743 | CSDVRS LLC | 101-42123-420-43090 | 82.50 | Translating Service |
| | CSDVRS LLC | | 82.50 | |
| 175744 | Daikin Applied Americas Inc | 101-00000-000-22110 | 11,853.07 | County Tax Abatement |
| | Daikin Applied Americas Inc | | 11,853.07 | |
| 0 | Dakota Supply Group | 601-49430-000-42110 | 45.40 | Transition Gaskets |
| 0 | Dakota Supply Group | 601-49430-000-42110 | 680.17 | Meter Couplings |
| 0 | Dakota Supply Group | 601-49430-000-42110 | 2,811.94 | Watermain Parts |
| | Dakota Supply Group | | 3,537.51 | |
| 175745 | Demars David & Sue | 101-00000-420-32210 | 58.00 | Refund on Water Meter Permit #2022-01192 |
| | Demars David & Sue | | 58.00 | |
| 175746 | Department of Human Services | 101-45200-450-43090 | 2,244.00 | State Crew Services |
| 175746 | Department of Human Services | 101-45127-450-43090 | 578.00 | State Crew Services |
| | Department of Human Services | | 2,822.00 | |
| 175747 | Diamond Mowers Inc | 101-43121-430-42210 | 814.02 | Bearings For #120 |
| | Diamond Mowers Inc | | 814.02 | |

| Check Numb | Last Name | Acct 1 | Amount | Description |
|---|---|---|---|---|
| 175748 | Drewitz James | 601-00000-000-20200 | 13.80 | Refund Check 012749-002, 704 6 St NW |
| | Drewitz James | | 13.80 | |
| 0 | Eckberg Lammers PC | 101-41610-410-43045 | 12,654.35 | Prosecution Services |
| | Eckberg Lammers PC | | 12,654.35 | |
| 175749 | Ehlers & Associates Inc | 274-46500-462-43070 | 1,425.00 | TIF Preperation for District 17 Riverchase |
| 175749 | Ehlers & Associates Inc | 290-46500-462-43090 | 1,306.25 | General TIF Consulting |
| 175749 | Ehlers & Associates Inc | 274-46500-462-43070 | 6,250.00 | TIF Creation District 16 |
| 175749 | Ehlers & Associates Inc | 275-46500-462-43070 | 6,250.00 | TIF District 18 Creation Second Half |
| 175749 | Ehlers & Associates Inc | 275-46500-462-43070 | 6,250.00 | TIF District 17 Creation Second Half |
| 175749 | Ehlers & Associates Inc | 273-46500-462-43070 | 343.75 | TIF District 16 Consulting for 8-23 Meeting |
| 175749 | Ehlers & Associates Inc | 275-46500-462-43070 | 1,581.25 | TIF District 18 Analysis |
| | Ehlers & Associates Inc | | 23,406.25 | |
| 175750 | Fareway Stores Inc #126 | 101-41940-410-42115 | 41.96 | Coffee City Hall |
| 175750 | Fareway Stores Inc #126 | 101-41800-410-44382 | 6.76 | Walk-for Wellness Luncheon - Water |
| 175750 | Fareway Stores Inc #126 | 101-41940-410-42115 | 20.97 | Bottled Water |
| | Fareway Stores Inc #126 | | 69.69 | |
| 175751 | Faribault Ace Hardware | 101-42220-420-42210 | 0.86 | Fasteners #2110 |
| 175751 | Faribault Ace Hardware | 101-45200-450-42110 | 7.19 | Spray Paint |
| 175751 | Faribault Ace Hardware | 101-45126-450-42110 | 7.99 | Measuring Cup |
| 175751 | Faribault Ace Hardware | 602-49480-000-42110 | 32.99 | Weed Trimmer Head |
| 175751 | Faribault Ace Hardware | 101-45122-450-42110 | 94.37 | Stain Remover and Water Hoses |
| 175751 | Faribault Ace Hardware | 602-49480-000-42110 | 43.17 | Degreaser & Titanium Line |
| 175751 | Faribault Ace Hardware | 602-49480-000-42110 | 20.69 | AA Batteries |
| 175751 | Faribault Ace Hardware | 101-45122-450-42230 | 14.39 | Toilet Flapper |
| 175751 | Faribault Ace Hardware | 101-45200-450-42110 | 6.29 | Epoxy |
| 175751 | Faribault Ace Hardware | 101-45200-450-42110 | 8.08 | Plumbing Parts |
| 175751 | Faribault Ace Hardware | 101-45200-450-42110 | 2.70 | Plumbing Parts |
| 175751 | Faribault Ace Hardware | 101-42123-420-42110 | 30.56 | Car Cleaning Supplies |
| 175751 | Faribault Ace Hardware | 101-45126-450-42110 | 6.29 | Goo Gone - Washington Floor |
| 175751 | Faribault Ace Hardware | 602-49480-000-42110 | 82.04 | Degreaser/Delimer/Batteries |
| 175751 | Faribault Ace Hardware | 101-42110-420-42230 | 8.62 | Cleaner |
| | Faribault Ace Hardware | | 366.23 | |
| 0 | Faribault Fleet Supply Inc | 101-43121-430-42110 | 129.98 | Two Gallon Sprayers |

| Check Numb | Last Name | Acct 1 | Amount | Description |
|---|---|---|---|---|
| 0 | Faribault Fleet Supply Inc | 101-45126-450-42110 | 21.48 | Sealant and Measuring Cup |
| 0 | Faribault Fleet Supply Inc | 101-43126-430-42110 | 14.99 | Ball Valve For Oiler |
| 0 | Faribault Fleet Supply Inc | 601-49430-000-42110 | 0.55 | Hardware |
| 0 | Faribault Fleet Supply Inc | 601-49430-000-42110 | 1,624.22 | Softener Salt |
| 0 | Faribault Fleet Supply Inc | 225-49810-430-42210 | 29.99 | Trimmer Line for Tower Mower |
| 0 | Faribault Fleet Supply Inc | 101-43170-430-42110 | 19.97 | Soap For Paint Machine |
| 0 | Faribault Fleet Supply Inc | 601-49430-000-42110 | -32.35 | Softener Salt Credit |
| 0 | Faribault Fleet Supply Inc | 601-49430-000-42110 | 25.48 | Magnets and PVC Pipe |
| 0 | Faribault Fleet Supply Inc | 101-45200-450-42410 | 12.54 | Files |
| 0 | Faribault Fleet Supply Inc | 101-45200-450-42110 | 69.48 | Wood Mulch/Knife |
| 0 | Faribault Fleet Supply Inc | 602-49480-000-42110 | 37.99 | Grass Seed |
| | Faribault Fleet Supply Inc | | 1,954.32 | |
| 175752 | Faribault Post Office | 603-49500-000-43220 | 1,136.04 | Utility Billing Postage - September |
| 175752 | Faribault Post Office | 602-49480-000-43220 | 1,136.04 | Utility Billing Postage - September |
| 175752 | Faribault Post Office | 601-49430-000-43220 | 1,136.03 | Utility Billing Postage - September |
| | Faribault Post Office | | 3,408.11 | |
| 175753 | Faribault Rental Equipment Inc | 101-45200-450-42110 | 30.00 | Chain Saw Parts |
| | Faribault Rental Equipment Inc | | 30.00 | |
| 175754 | Faribault Veterinary Clinic | 101-42700-420-43090 | 299.40 | Wellness Care for Rescue |
| | Faribault Veterinary Clinic | | 299.40 | |
| 0 | Faribo Air Conditioning & Heating Inc | 211-46310-460-44010 | 160.00 | 16 SE 1st Street Furnace Clean & Tune |
| 0 | Faribo Air Conditioning & Heating Inc | 241-46330-461-44010 | 5,270.00 | 49 Units Furnace Clean & Tunes |
| 0 | Faribo Air Conditioning & Heating Inc | 241-46330-461-44010 | 2,945.00 | 1532 Western/1812 -816 Shumway/404 13 St/902 B Spring Rd Thermos |
| | Faribo Air Conditioning & Heating Inc | | 8,375.00 | |
| 0 | FCTV | 101-41110-410-44383 | 14,095.00 | Non-Profit/Civic Organization Payment |
| | FCTV | | 14,095.00 | |
| 0 | Fette Electronics Inc | 101-43121-430-44010 | 1,587.16 | Install Surge Protection- Reader & Access Control Panels PWP |
| 0 | Fette Electronics Inc | 601-49430-000-44010 | 165.18 | Install Surge Protection- Reader & Access Control Panels PWP |
| 0 | Fette Electronics Inc | 602-49450-000-44010 | 165.18 | Install Surge Protection- Reader & Access Control Panels PWP |
| 0 | Fette Electronics Inc | 603-49500-000-44010 | 23.48 | Install Surge Protection- Reader & Access Control Panels PWP |

| Check Numb | Last Name | Acct 1 | Amount | Description |
|---|---|---|---|---|
| | Fette Electronics Inc | | 1,941.00 | |
| 175755 | Fieldstone Family Homes | 101-00000-000-22000 | 1,000.00 | Landscape Escrow Release for 2110 Violet Lane 2022-00145 |
| | Fieldstone Family Homes | | 1,000.00 | |
| 175756 | Francis Animal & Pest Control | 101-42110-420-44010 | 135.00 | Quarterly Pest Control |
| | Francis Animal & Pest Control | | 135.00 | |
| 175757 | Fremarek, Inc. | 101-43126-430-42110 | 467.50 | Dry Moly Grease & Penetrating Oil |
| | Fremarek, Inc. | | 467.50 | |
| 175758 | Friesen Ryan | 601-00000-000-20200 | 13.34 | Refund Check 023961-000, 1044 6 St NW |
| | Friesen Ryan | | 13.34 | |
| 175759 | Gilster Janet | 601-00000-000-20200 | 2.10 | Refund Check 021837-000, 2808 Village Dr |
| 175759 | Gilster Janet | 601-00000-000-20200 | 42.28 | Refund Check 021837-000, 2808 Village Dr |
| | Gilster Janet | | 44.38 | |
| 175760 | Grainger Inc | 101-43126-430-42110 | 23.13 | Oil Sealing Washers - Shop |
| 175760 | Grainger Inc | 101-43126-430-42110 | 15.42 | Air Compressor Sealing Washers - Shop |
| | Grainger Inc | | 38.55 | |
| 175761 | Griswold Jane | 601-00000-000-20200 | 69.04 | Refund Check 021987-000, 1525 24 Ave NW |
| | Griswold Jane | | 69.04 | |
| 0 | Guardian Fleet Safety | 101-42123-420-42410 | 713.49 | Handcuff Lock #4/SparePower Supply #9/Strobe Lightbar Spare |
| | Guardian Fleet Safety | | 713.49 | |
| 175762 | Hach Company | 602-49480-000-42210 | 5,723.20 | Air Sensors |
| | Hach Company | | 5,723.20 | |
| 175763 | Harun Nima | 241-46330-461-43090 | 60.00 | Interpreting Service for RAD Meeting |

| Check Numb | Last Name | Acct 1 | Amount | Description |
|---|---|---|---|---|
| | Harun Nima | | 60.00 | |
| 0 | Hawkins Inc | 601-49430-000-42160 | -0.01 | Chlorine Cylinder Return |
| 0 | Hawkins Inc | 601-49430-000-42160 | 0.01 | Chlorine Cylinder Return |
| 0 | Hawkins Inc | 601-49430-000-42160 | 4,551.96 | Chemicals For Water Treatment |
| 0 | Hawkins Inc | 602-49480-000-42160 | 7,456.80 | Ferric Phos. Removal |
| 0 | Hawkins Inc | 601-49430-000-42160 | 3,408.66 | Chemicals For Water Treatment |
| 0 | Hawkins Inc | 602-49480-000-42160 | 7,497.72 | Ferric Phos. Removal |
| 0 | Hawkins Inc | 101-45125-450-42160 | 20.00 | Pool Chemical Supplies |
| 0 | Hawkins Inc | 601-49430-000-42160 | 0.01 | Chlorine Cylinder Return |
| 0 | Hawkins Inc | 601-49430-000-42160 | 1,280.00 | Chemicals For Water Treatment |
| 0 | Hawkins Inc | 601-49430-000-42160 | -0.01 | Chlorine Cylinder Return |
| | Hawkins Inc | | 24,215.14 | |
| 175764 | HD Supply Facilities Maintenance LTD | 602-49480-000-42210 | -86.09 | Gaskets Trash Pump |
| 175764 | HD Supply Facilities Maintenance LTD | 601-49430-000-42110 | 49.34 | WTP Supplies |
| 175764 | HD Supply Facilities Maintenance LTD | 602-49480-000-42110 | 261.57 | Washdown Hoses |
| | HD Supply Facilities Maintenance LTD | | 224.82 | |
| 175765 | Henry G Meigs LLC | 101-43121-430-42240 | 30,293.06 | Sealcoat Oil |
| 175765 | Henry G Meigs LLC | 101-43121-430-42240 | 80.00 | Transport Cost For Sealcoat Oil |
| | Henry G Meigs LLC | | 30,373.06 | |
| 175766 | House of Print | 101-45110-450-42030 | 4,362.55 | Buckham Bulletin Printing Cost |
| | House of Print | | 4,362.55 | |
| 175767 | Housefacts | 101-45122-450-42230 | 90.00 | Garage Door Openers |
| | Housefacts | | 90.00 | |
| 0 | I & S Group Inc | 437-41940-410-45208 | 763.00 | Preliminary & Final Plat Lockerby Site |
| 0 | I & S Group Inc | 437-41940-410-45204 | 763.00 | Preliminary & Final Plat Lockerby Site |
| | I & S Group Inc | | 1,526.00 | |
| 175712 | IAFF Local 665 | 101-00000-000-21708 | 720.00 | PR Batch 00518.09.2022 IAFF Local 665 |



KEY: General Fund (101), Airport (225), Public Housing (241), Water (601), Sewer (602), Storm (603), Robinwood (898)

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| | IAFF Local 665 | | 720.00 | |
| 175713 | ICMA Retirement Trust 457 | 101-00000-000-21706 | 50.00 | PR Batch 00518.09.2022 ICMA Deferred Comp |
| | ICMA Retirement Trust 457 | | 50.00 | |
| 0 | Imperial Supplies Holdings Inc | 101-43121-430-42210 | 205.28 | Pintle Hitch & Loop - Street #518 |
| | Imperial Supplies Holdings Inc | | 205.28 | |
| 0 | Innovative Office Solutions LLC | 101-42400-420-42010 | 11.20 | Orange Card Stock |
| 0 | Innovative Office Solutions LLC | 240-46210-460-42010 | 56.98 | Envelopes/Folders/Paper Clips |
| 0 | Innovative Office Solutions LLC | 101-42400-420-42010 | 8.05 | Cash Register Paper Rolls |
| 0 | Innovative Office Solutions LLC | 240-46210-460-42010 | 8.05 | Cash Register Paper Rolls |
| 0 | Innovative Office Solutions LLC | 101-41320-410-42010 | 14.52 | Gold Seals |
| 0 | Innovative Office Solutions LLC | 240-46210-460-42410 | 302.36 | Office Chair for Mathias Hughey |
| 0 | Innovative Office Solutions LLC | 240-46210-460-42020 | 59.99 | Keyboard for Mathias Hughey |
| 0 | Innovative Office Solutions LLC | 101-41510-410-42010 | 8.04 | Cash Register Paper Rolls |
| 0 | Innovative Office Solutions LLC | 101-45500-450-42010 | 62.36 | Paper Clips/Desk Calendar/Appt Book/Command Strips |
| 0 | Innovative Office Solutions LLC | 101-43110-430-42010 | 6.02 | Scanned Stamp |
| 0 | Innovative Office Solutions LLC | 240-46210-460-42010 | 88.47 | Files/Sorter/Calculator/Notepads |
| | Innovative Office Solutions LLC | | 626.04 | |
| 0 | Insty-Prints | 240-46210-460-42010 | 71.44 | Business Cards for Peter Waldock |
| 0 | Insty-Prints | 101-42121-420-42030 | 65.50 | Business Cards / J Burbank |
| 0 | Insty-Prints | 101-42700-420-42030 | 65.50 | Business Cards / M Trupe |
| 0 | Insty-Prints | 101-42123-420-42030 | 65.50 | Business Cards / T Wilson |
| 0 | Insty-Prints | 101-42400-420-42030 | 90.58 | Business Cards for Joshua Lawrence |
| 0 | Insty-Prints | 601-49430-000-42030 | 260.00 | #10 Window Envelopes |
| 0 | Insty-Prints | 602-49450-000-42030 | 260.00 | #10 Window Envelopes |
| 0 | Insty-Prints | 603-49500-000-42030 | 260.00 | #10 Window Envelopes |
| | Insty-Prints | | 1,138.52 | |
| 0 | Internal Revenue Service | 101-00000-000-21704 | 6,168.46 | PR Batch 00518.09.2022 Medicare Employee |
| 0 | Internal Revenue Service | 101-00000-000-21703 | 17,200.90 | PR Batch 00518.09.2022 FICA Employer |
| 0 | Internal Revenue Service | 101-00000-000-21703 | 17,200.90 | PR Batch 00518.09.2022 FICA Employee |
| 0 | Internal Revenue Service | 101-00000-000-21701 | 41,859.55 | PR Batch 00518.09.2022 Federal Income Tax |
| 0 | Internal Revenue Service | 101-00000-000-21704 | 6,168.46 | PR Batch 00518.09.2022 Medicare Employer |

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| | Internal Revenue Service | | 88,598.27 | |
| 175714 | IUOE Local 70 | 101-00000-000-21708 | 2,260.00 | PR Batch 00518.09.2022 Local 70 Union Dues |
| | IUOE Local 70 | | 2,260.00 | |
| 0 | Jefferson Fire & Safety Inc | 101-42220-420-42110 | 1,409.00 | Class A Foam & Class A/B Foam |
| 0 | Jefferson Fire & Safety Inc | 101-42220-420-42110 | 435.00 | Class A/B Foam |
| 0 | Jefferson Fire & Safety Inc | 101-42220-420-42110 | -1,260.00 | Class A/B Foam - Return |
| | Jefferson Fire & Safety Inc | | 584.00 | |
| 175768 | Johnson Reiland Bldrs & Remod | 601-00000-000-20200 | 6.54 | Refund Check 018306-020, 2908 Hanson Ct |
| | Johnson Reiland Bldrs & Remod | | 6.54 | |
| 175769 | Kaderlik Duane | 601-00000-000-20200 | 107.08 | Refund Check 023060-000 - 417 1 Ave NW |
| | Kaderlik Duane | | 107.08 | |
| 175770 | Kelly Auto Parts | 240-46210-460-42210 | 138.00 | Van #2 Door Mirrors |
| | Kelly Auto Parts | | 138.00 | |
| 0 | Kennedy & Graven, Chartered | 241-46330-461-43040 | 246.00 | Legal Fees Public Housing Declaration of Trust |
| 0 | Kennedy & Graven, Chartered | 290-46500-462-43040 | 756.60 | EDA Meetings/River Ridge Project/Downtown Investment Group |
| 0 | Kennedy & Graven, Chartered | 101-00000-000-22000 | 1,771.20 | FA105-00458 TIF Matters for Riverchase-Mac Hamilton |
| 0 | Kennedy & Graven, Chartered | 101-00000-000-22000 | 4,219.40 | FA105-00458A Planning Matters-Riverchase Development |
| 0 | Kennedy & Graven, Chartered | 472-43121-430-45300 | 73.80 | FA105-00460 Borchert Annexation Matter |
| 0 | Kennedy & Graven, Chartered | 101-00000-000-22000 | 73.80 | FA105-00464 T.V. Development Matter |
| 0 | Kennedy & Graven, Chartered | 266-46500-462-43070 | 24.60 | FA105-00044 TIF No. 8 - River Ridge/Tax Increment |
| 0 | Kennedy & Graven, Chartered | 101-00000-000-22000 | 615.00 | FA105-00469 2005 2nd Ave NW: Malecha Auto Body |
| 0 | Kennedy & Graven, Chartered | 478-43121-430-45304 | 1,230.80 | FA105-00470 Purchase of 400 Western Avenue |
| 0 | Kennedy & Graven, Chartered | 101-00000-000-22000 | 615.00 | FA105-00457 Aleph Development-Willow & 17th |
| 0 | Kennedy & Graven, Chartered | 101-00000-000-22000 | 73.80 | FA105-00461 Divine Mercy Project |
| 0 | Kennedy & Graven, Chartered | 101-41610-410-43040 | 21.00 | FA105-00260 Senior Center |
| 0 | Kennedy & Graven, Chartered | 101-41610-410-43040 | 498.40 | FA105-00451 2022 City Council Meetings |
| 0 | Kennedy & Graven, Chartered | 101-00000-000-22000 | 753.20 | FA105-00100 TIF District (K-Mart Site) |
| 0 | Kennedy & Graven, Chartered | 101-41610-410-43040 | 24.60 | FA105-00304 RC Bliss Subdivision |
| 0 | Kennedy & Graven, Chartered | 437-41940-410-45204 | 3,714.60 | FA105-00387 Acquisition of Lockerby Property |
| 0 | Kennedy & Graven, Chartered | 101-41610-410-43040 | 53.40 | FA105-00012 General Licensing Matters |
| 0 | Kennedy & Graven, Chartered | 101-00000-000-22000 | 319.80 | FA105-00445 TIF Matters for Farmer Seed & Nursery |

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| 0 | Kennedy & Graven, Chartered | 290-46500-462-43040 | 24.60 | FA105-00469 Downtown Investment Group Matter |
| 0 | Kennedy & Graven, Chartered | 101-41610-410-43040 | 504.00 | FA105-00466 Pawn Minnesota LLC vs T.Nelson |
| 0 | Kennedy & Graven, Chartered | 101-41610-410-43040 | 801.00 | FA105-00028 General Planning Matters |
| 0 | Kennedy & Graven, Chartered | 101-41610-410-43040 | 42.00 | FA105-00197 Charter Commission |
| 0 | Kennedy & Graven, Chartered | 101-41610-410-43040 | 961.20 | FA105-00005 General Matters |
| 0 | Kennedy & Graven, Chartered | 101-41610-410-43040 | 35.60 | FA105-00011 Public Works Department |
| 0 | Kennedy & Graven, Chartered | 101-41610-410-43040 | 4,089.97 | FA105-00450 County Public Safety Center Project |
| 0 | Kennedy & Graven, Chartered | 601-49430-000-43040 | 3,465.00 | FA105-00430 Well House #5 Claim |
| 0 | Kennedy & Graven, Chartered | 101-41610-410-43040 | 2,551.50 | FA105-00183 General Labor Matters |
| | Kennedy & Graven, Chartered | | 27,559.87 | |
| 0 | Keystone Interpreting Solutions Inc | 240-46210-460-43090 | 138.00 | Cancelled Meeting -- Billable for Environmental Commission |
| | Keystone Interpreting Solutions Inc | | 138.00 | |
| 175771 | Klemensen Jon | 101-45127-450-43090 | 1,314.67 | Contract Mowing |
| 175771 | Klemensen Jon | 101-45200-450-43090 | 805.83 | Contract Mowing |
| 175771 | Klemensen Jon | 101-45126-450-43090 | 183.33 | Contract Mowing |
| | Klemensen Jon | | 2,303.83 | |
| 0 | Kline Distributing LLC | 101-45125-450-42990 | 386.76 | Cotton Candy/Pretzels/Etc for Resale at Aquatic Center |
| 0 | Kline Distributing LLC | 101-45125-450-42990 | -513.70 | Returned Concessions Items for Resale at Aquatic Center |
| 0 | Kline Distributing LLC | 101-45125-450-42990 | 126.94 | Credit Balance Refunded Check #29049 |
| 0 | Kline Distributing LLC | 101-43121-430-42110 | 89.59 | Sanitizing Wipes |
| | Kline Distributing LLC | | 89.59 | |
| 0 | Knish Daniel | 101-42123-420-44040 | 360.00 | Repair to Seat / #2 |
| | Knish Daniel | | 360.00 | |
| 0 | Kremer Services LLC | 101-42220-420-42210 | 1,530.70 | Leaf Springs #2110 |
| | Kremer Services LLC | | 1,530.70 | |
| 175772 | Larson Milo | 101-42700-420-42030 | 50.59 | Crossing Guard Certificates |
| | Larson Milo | | 50.59 | |
| 175715 | Law Enforcement Labor Services Inc | 101-00000-000-21708 | 1,430.00 | PR Batch 00518.09.2022 LELS 357 Union Dues |

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|---|---|---|---|---|
| | Law Enforcement Labor Services Inc | | 1,430.00 | |
| 175773 | League of Minnesota Cities Ins Trust | 705-41950-000-44450 | 1,297.91 | Claim CL223127 Fire Truck Exhaust Damaged Vehicle |
| | League of Minnesota Cities Ins Trust | | 1,297.91 | |
| 0 | Leatham Family LLC | 101-42110-420-42180 | 470.00 | Anniversary Badges and Boxes |
| | Leatham Family LLC | | 470.00 | |
| 175774 | Lindeman Josh | 601-00000-000-20200 | 0.81 | Refund Check 021905-000, 24 12 Ave SE |
| | Lindeman Josh | | 0.81 | |
| 175775 | Loffler Companies Inc | 240-46210-460-44160 | 209.34 | 3rd Floor Copier Monthly Charges |
| | Loffler Companies Inc | | 209.34 | |
| 175776 | Lovgren Juliana | 601-00000-000-20200 | 28.94 | Refund Check 016466-000, 612 Division St E |
| | Lovgren Juliana | | 28.94 | |
| 175777 | Lynn Peavey Company | 101-42121-420-42110 | 189.85 | Evidence Tape |
| | Lynn Peavey Company | | 189.85 | |
| 175778 | Maciejewski Barbara | 601-00000-000-20200 | 32.23 | Refund Check 021536-000, 1319 George L St |
| | Maciejewski Barbara | | 32.23 | |
| 0 | MacQueen Equipment LLC | 101-43121-430-42210 | 130.53 | Rubber Dirt Deflectors - Street #115 |
| | MacQueen Equipment LLC | | 130.53 | |
| 175779 | Manke's Outdoor Eqt & Appliances | 101-45200-450-42110 | 29.78 | Chainsaw Parts |
| | Manke's Outdoor Eqt & Appliances | | 29.78 | |
| 175780 | Maplewood Homes of Faribault | 601-00000-000-20200 | 40.15 | Refund Check 014214-000, 326 7 St NW |
| | Maplewood Homes of Faribault | | 40.15 | |

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|---|---|---|---|---|
| 0 | Marco Technologies LLC | 101-41510-410-44045 | 180.57 | Monthly Printer Contract CN184829-01 |
| | Marco Technologies LLC | | 180.57 | |
| 175781 | Martin A Windows LLC | 101-43121-430-43090 | 1,389.28 | Landscaping Downtown |
| 175781 | Martin A Windows LLC | 101-45200-450-43090 | 1,389.29 | Landscaping Maintenance |
| | Martin A Windows LLC | | 2,778.57 | |
| 0 | McDermott Spencer | 603-49500-000-43310 | 67.00 | Per Diem-2022 Waste Water Refresher and Exam |
| | McDermott Spencer | | 67.00 | |
| 175782 | Midwest Tape LLC | 101-45500-450-43096 | 257.15 | Hoopla Streaming |
| 175782 | Midwest Tape LLC | 101-45500-450-42192 | 39.99 | Audio/Visual |
| 175782 | Midwest Tape LLC | 101-45500-450-42192 | 22.49 | Audio/Visual |
| 175782 | Midwest Tape LLC | 101-45500-450-42192 | 23.24 | Audio/Visual |
| 175782 | Midwest Tape LLC | 101-45500-450-42192 | 115.46 | Audio/Visual |
| 175782 | Midwest Tape LLC | 101-45500-450-42192 | 42.73 | Audio/Visual |
| 175782 | Midwest Tape LLC | 101-45500-450-42192 | 22.48 | Audio/Visual |
| 175782 | Midwest Tape LLC | 101-45500-450-42192 | 26.24 | Audio/Visual |
| 175782 | Midwest Tape LLC | 101-45500-450-42192 | 52.99 | Audio/Visual |
| 175782 | Midwest Tape LLC | 101-45500-450-42192 | 29.99 | Audio/Visual |
| 175782 | Midwest Tape LLC | 101-45500-450-42192 | 65.97 | Audio/Visual |
| 175782 | Midwest Tape LLC | 101-45500-450-42192 | 63.97 | Audio/Visual |
| | Midwest Tape LLC | | 762.70 | |
| 175783 | Minnesota Ag Power Inc | 602-49480-000-42210 | 76.08 | Lawn Mower Blades |
| | Minnesota Ag Power Inc | | 76.08 | |
| 0 | Minnesota Child Support Payment Center | 101-00000-000-21716 | 431.84 | PR Batch 00518.09.2022 Child Support |
| | Minnesota Child Support Payment Center | | 431.84 | |
| 175784 | Minnesota Department of Labor & Industry | 101-41940-410-44390 | 100.00 | State Annual Elevator License |
| 175784 | Minnesota Department of Labor & Industry | 101-45500-450-44390 | 50.00 | Boiler/Pressure Vessel License |
| 175784 | Minnesota Department of Labor & Industry | 101-42210-420-43090 | 10.00 | Pressure Vessel Check 693666 |
| 175784 | Minnesota Department of Labor & Industry | 101-45126-450-44390 | 10.00 | State Boiler License |
| | Minnesota Department of Labor & Industry | | 170.00 | |

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| 0 | Minnesota Department of Revenue | 101-00000-000-21702 | 18,253.22 | PR Batch 00518.09.2022 State Income Tax |
| | Minnesota Department of Revenue | | 18,253.22 | |
| 175786 | Minnesota Department of Transportation | 225-49810-430-44600 | 5,125.00 | Hangar Loan Agreement 10/1/22-10/31/22 |
| 175785 | Minnesota Department of Transportation | 476-43121-430-45304 | 645.27 | (2022-04) Material Testing & Inspection |
| | Minnesota Department of Transportation | | 5,770.27 | |
| 175787 | Minnesota Library Association | 101-45500-450-43140 | 10.00 | Deni Buendorf Conference |
| | Minnesota Library Association | | 10.00 | |
| 175788 | Minnesota Paving & Materials | 603-49500-000-42240 | 1,693.64 | 4-6 Inch Rock For Storm Outlets |
| | Minnesota Paving & Materials | | 1,693.64 | |
| 175789 | Minnesota Pollution Control Agency | 602-49450-000-44330 | 23.00 | Nagel Collection System Operator Certificate |
| | Minnesota Pollution Control Agency | | 23.00 | |
| 175716 | Minnesota Public Employees Association | 101-00000-000-21708 | 117.00 | PR Batch 00518.09.2022 Police Support Services |
| | Minnesota Public Employees Association | | 117.00 | |
| 175791 | Minnesota Rural Water Association | 601-49430-000-44330 | 300.00 | Membership Fee |
| 175790 | Minnesota Rural Water Association | 601-49430-000-43140 | 300.00 | Training Operator Expo |
| | Minnesota Rural Water Association | | 600.00 | |
| 175717 | Minnesota Teamsters Local 320 | 101-00000-000-21708 | 591.20 | PR Batch 00518.09.2022 Teamsters 320 Union Dues |
| | Minnesota Teamsters Local 320 | | 591.20 | |
| 0 | Minnesota Valley Testing Labs Inc | 602-49480-000-43090 | 215.02 | SIU Lab Testing |
| 0 | Minnesota Valley Testing Labs Inc | 602-49480-000-43090 | 445.26 | SIU Lab Testing |
| 0 | Minnesota Valley Testing Labs Inc | 602-49480-000-43090 | 215.02 | SIU Lab Testing |
| 0 | Minnesota Valley Testing Labs Inc | 602-49480-000-43090 | 483.48 | SIU Lab Testing |
| 0 | Minnesota Valley Testing Labs Inc | 602-49480-000-43090 | 215.02 | SIU Lab Testing |
| 0 | Minnesota Valley Testing Labs Inc | 602-49480-000-43090 | 215.02 | SIU Lab Testing |
| | Minnesota Valley Testing Labs Inc | | 1,788.82 | |

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| 175792 | MN Multi Housing Association | 240-46210-460-43140 | 149.00 | Building Communities Conference-Rebecca Rand |
| | MN Multi Housing Association | | 149.00 | |
| 0 | Motor Parts & Equipment Corp | 101-43121-430-42210 | 17.69 | Air Conditioning Pag Oil - Street #218 |
| 0 | Motor Parts & Equipment Corp | 101-43126-430-42110 | 27.96 | Air Line Couplers |
| 0 | Motor Parts & Equipment Corp | 101-42121-420-42210 | 52.09 | Radiator Hose / #19 |
| 0 | Motor Parts & Equipment Corp | 101-43121-430-42210 | 12.35 | Silicone - Street #398 |
| 0 | Motor Parts & Equipment Corp | 101-42123-420-42210 | 1.87 | Filter for Stock |
| 0 | Motor Parts & Equipment Corp | 601-49430-000-42210 | 2.80 | Filter for Stock |
| 0 | Motor Parts & Equipment Corp | 101-45200-450-42210 | 3.74 | Filter for Stock |
| 0 | Motor Parts & Equipment Corp | 101-43121-430-42210 | 7.48 | Filter for Stock |
| 0 | Motor Parts & Equipment Corp | 101-42121-420-42210 | 7.19 | Radiator Caps / #19 |
| 0 | Motor Parts & Equipment Corp | 602-49450-000-42210 | 35.69 | Parts For Bobcat |
| 0 | Motor Parts & Equipment Corp | 602-49450-000-42210 | 2.80 | Filter for Stock |
| 0 | Motor Parts & Equipment Corp | 101-42110-420-42210 | 157.73 | Carburetor Filter - Oil Filter - Pan Filter / #5 |
| 0 | Motor Parts & Equipment Corp | 101-42110-420-42210 | 64.17 | Windshield Wipers / #5 |
| 0 | Motor Parts & Equipment Corp | 101-43126-430-42110 | 13.79 | Compressor Oil - Shop |
| 0 | Motor Parts & Equipment Corp | 101-43126-430-42110 | 27.58 | Compressor Oil |
| 0 | Motor Parts & Equipment Corp | 101-45200-450-42210 | 10.66 | Oil Filter |
| 0 | Motor Parts & Equipment Corp | 101-45200-450-42210 | 17.74 | Filters |
| 0 | Motor Parts & Equipment Corp | 603-49500-000-42210 | 11.08 | Chain Saw Parts |
| 0 | Motor Parts & Equipment Corp | 603-49500-000-42210 | 1.75 | Chain Saw Parts |
| 0 | Motor Parts & Equipment Corp | 601-49430-000-42210 | 230.75 | Parts For Unit 9 |
| 0 | Motor Parts & Equipment Corp | 101-43121-430-42210 | 65.39 | Air/Oil Filter - Street #518 |
| 0 | Motor Parts & Equipment Corp | 101-43126-430-42110 | 74.16 | Brake Cleaner |
| 0 | Motor Parts & Equipment Corp | 101-43190-430-42210 | 34.18 | Engineering #2 Oil Seal |
| 0 | Motor Parts & Equipment Corp | 601-49430-000-42210 | 97.19 | Sensor For Unit 24 |
| 0 | Motor Parts & Equipment Corp | 101-43121-430-42210 | 134.22 | Welder Battery - Street #419 |
| 0 | Motor Parts & Equipment Corp | 101-43121-430-42210 | 10.16 | Welder Oil Filter - Street #419 |
| | Motor Parts & Equipment Corp | | 1,122.21 | |
| 0 | MTI Distributing Inc | 101-45200-450-42210 | 82.13 | Dipstick |
| 0 | MTI Distributing Inc | 101-45200-450-42210 | 834.07 | Mower Parts |
| | MTI Distributing Inc | | 916.20 | |
| 0 | Mullenberg Plumbing & Heating | 101-00000-420-32230 | 108.00 | Refund 2 Permits-Permitted to the Wrong Address |
| 0 | Mullenberg Plumbing & Heating | 101-00000-000-20820 | 2.00 | Refund Surcharge for 2 Permits 2022-01474 & 2022-01472 |
| | Mullenberg Plumbing & Heating | | 110.00 | |

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| 175793 | MWOA | 602-49480-000-43140 | 60.00 | MN Wastewater Operators SE Section Meeting Oct 2022 |
| | MWOA | | 60.00 | |
| 0 | North American Safety Inc | 101-43121-430-42170 | 154.93 | Safety Coats |
| | North American Safety Inc | | 154.93 | |
| 0 | North Shore Analytical Inc | 602-49480-000-43090 | 285.00 | Mercury Testing |
| | North Shore Analytical Inc | | 285.00 | |
| 0 | Northern Safety Technology Inc | 101-45200-450-42210 | 45.27 | Rocker Switch |
| | Northern Safety Technology Inc | | 45.27 | |
| 0 | On Target A & M Inc | 602-49480-000-43090 | 498.36 | Utility Bills - September |
| 0 | On Target A & M Inc | 601-49430-000-43090 | 498.36 | Utility Bills - September |
| 0 | On Target A & M Inc | 603-49500-000-43090 | 498.36 | Utility Bills - September |
| | On Target A & M Inc | | 1,495.08 | |
| 0 | Orchard Trust Company | 101-00000-000-21706 | 11,070.88 | PR Batch 00518.09.2022 MN Deferred Comp |
| 0 | Orchard Trust Company | 101-00000-000-21706 | 2,057.00 | PR Batch 00518.09.2022 Roth Deferred Compensation |
| | Orchard Trust Company | | 13,127.88 | |
| 175794 | Outstate Data LLC | 101-42220-420-42410 | 3,300.00 | 2- Grain Rescue Tubes |
| | Outstate Data LLC | | 3,300.00 | |
| 175795 | Owatonna Heating & Cooling Inc | 437-45122-450-45200 | 89,800.00 | Rooftop HVAC Replacement Final Bill |
| | Owatonna Heating & Cooling Inc | | 89,800.00 | |
| 0 | Plunkett's Pest Control | 101-45122-450-44010 | 41.36 | Pest Control |
| | Plunkett's Pest Control | | 41.36 | |
| 0 | Popp Binding & Laminating Inc | 101-45110-450-42010 | 196.98 | Laminating Pouches |
| | Popp Binding & Laminating Inc | | 196.98 | |

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| 0 | Public Employees Retirement Association | 101-00000-000-21705 | 17,467.10 | PR Batch 00518.09.2022 PERA Coordinated |
| 0 | Public Employees Retirement Association | 101-00000-000-21705 | 18,394.79 | PR Batch 00518.09.2022 PERA Police & Fire |
| 0 | Public Employees Retirement Association | 101-00000-000-21705 | 27,592.22 | PR Batch 00518.09.2022 PERA Police & Fire |
| 0 | Public Employees Retirement Association | 101-00000-000-21705 | 20,154.37 | PR Batch 00518.09.2022 PERA Coordinated |
| | Public Employees Retirement Association | | 83,608.48 | |
| 175796 | Pump & Meter Service, Inc | 602-49450-000-44010 | 54.73 | Fuel System Maintenance |
| 175796 | Pump & Meter Service, Inc | 101-43121-430-44010 | 525.86 | Fuel System Maintenance |
| 175796 | Pump & Meter Service, Inc | 601-49430-000-44010 | 54.73 | Fuel System Maintenance |
| 175796 | Pump & Meter Service, Inc | 603-49500-000-44010 | 7.78 | Fuel System Maintenance |
| | Pump & Meter Service, Inc | | 643.10 | |
| 175797 | Quadient Leasing USA Inc | 101-41940-410-44160 | 717.03 | Postage Machine Lease |
| | Quadient Leasing USA Inc | | 717.03 | |
| 0 | Quality Aviation Inc | 225-49810-430-43090 | 1,416.67 | Airport Management Agreement |
| 0 | Quality Aviation Inc | 225-49810-430-43090 | 2,083.33 | Airport Maintenance Agreement |
| | Quality Aviation Inc | | 3,500.00 | |
| 175798 | Quill Corporation | 101-41940-410-42010 | 650.84 | 16 Cases of Copy Paper 8.5 x 11 |
| | Quill Corporation | | 650.84 | |
| 0 | R C Bliss Inc | 101-42123-420-42210 | 67.75 | Radiator Hose / #9 |
| | R C Bliss Inc | | 67.75 | |
| 175799 | R.A.W. Construction LLC | 476-43121-430-45304 | 436,381.09 | 2022-04 Pay Request 3 |
| 175799 | R.A.W. Construction LLC | 476-43121-430-45303 | 248,443.14 | 2022-03 Pay Request 1 |
| | R.A.W. Construction LLC | | 684,824.23 | |
| 175800 | Ramy Turf Products LLC | 101-45200-450-42110 | 960.00 | Grass Seed |
| | Ramy Turf Products LLC | | 960.00 | |
| 175801 | Rice County | 873-49499-000-44371 | 7,411.79 | Roberds Lake Sewer Collected - August |

| Check Numb | Last Name | Acct 1 | Amount | Description |
|---|---|---|---|---|
| | Rice County | | 7,411.79 | |
| 175722 | Rice County Property Tax & Elections | 437-41940-410-45209 | 652.00 | Property Tax for 127 Willow Street - PID 18.31.4.26.075 |
| | Rice County Property Tax & Elections | | 652.00 | |
| 0 | Rice County Recorder | 280-46310-461-43520 | 184.00 | 754311/T61734/T61735/A754312 Satisfaction of Mortgages |
| | Rice County Recorder | | 184.00 | |
| 175802 | Rice/Steele 911 Center | 101-42700-420-42020 | 30.00 | Tokens / M Trupe and M Vaale |
| 175802 | Rice/Steele 911 Center | 101-42123-420-42020 | 15.00 | Token / A Schak |
| | Rice/Steele 911 Center | | 45.00 | |
| 175803 | Rogers Dana | 601-00000-000-20200 | 65.89 | Refund Check 024798-001, 115 5 Ave NW |
| | Rogers Dana | | 65.89 | |
| 0 | Ronco Engineering Sales | 101-43126-430-42110 | 1,149.00 | Wash Down Hose And Reel |
| 0 | Ronco Engineering Sales | 101-43126-430-42110 | 119.80 | Air Regulator Repair Kits - Shop |
| | Ronco Engineering Sales | | 1,268.80 | |
| 175804 | Rosen Roger | 101-45500-450-42190 | 128.48 | Books |
| | Rosen Roger | | 128.48 | |
| 175805 | Sage Electrochromics Inc | 101-00000-000-22110 | 65,130.52 | County Tax Abatement |
| | Sage Electrochromics Inc | | 65,130.52 | |
| 0 | Sanco Equipment LLC | 101-45200-450-42210 | 30.36 | Switch |
| | Sanco Equipment LLC | | 30.36 | |
| 0 | Sanity Solutions Inc | 101-41580-410-43095 | 319.36 | Azure Subscription |
| 0 | Sanity Solutions Inc | 101-41580-410-43095 | 815.49 | Azure Subscription |
| | Sanity Solutions Inc | | 1,134.85 | |
| 0 | Schirmer Karl D | 101-45500-450-44010 | 395.00 | Carpet Maintenance |

| Check Numb | Last Name | Acct 1 | Amount | Description |
|---|---|---|---|---|
| | Schirmer Karl D | | 395.00 | |
| 175719 | Schmitz Ophaug Blumhoefer & Yahnke LLP Trust Acct | 478-43121-430-45304 | 5,000.00 | 2024-04 Earnest Money for 400 Western Ave / Cox |
| | Schmitz Ophaug Blumhoefer & Yahnke LLP Trust Acct | | 5,000.00 | |
| 0 | Selco | 101-45500-450-43250 | 3,696.23 | Basic Service Fees/VA Support |
| | Selco | | 3,696.23 | |
| 175806 | Selly Excavating Inc | 404-45200-450-45300 | 28,784.30 | 2022-09 Pay Request 1 |
| | Selly Excavating Inc | | 28,784.30 | |
| 0 | ShofCorp LLC | 898-46310-000-43090 | 70.05 | September 2022 TRACS Data Processing |
| | ShofCorp LLC | | 70.05 | |
| 175807 | SHPO | 240-46210-460-43130 | 100.00 | SHPO HPC Conference-Peter Waldock |
| | SHPO | | 100.00 | |
| 0 | Shred Right | 101-42124-420-43090 | 20.25 | Shredding Service |
| | Shred Right | | 20.25 | |
| 0 | Shuda Matthew | 101-42123-420-43310 | 75.00 | Lunch Per Diem / Radar/Lidar Instructor Class |
| | Shuda Matthew | | 75.00 | |
| 175808 | Sir Lines-A-Lot | 101-43170-430-42240 | 3,530.88 | Centerline Painting |
| | Sir Lines-A-Lot | | 3,530.88 | |
| 0 | Springbrook Holding Company LLC | 601-49430-000-43095 | 1,481.00 | CivicPay Transaction Fees August |
| 0 | Springbrook Holding Company LLC | 602-49450-000-43095 | 1,481.00 | CivicPay Transaction Fees August |
| | Springbrook Holding Company LLC | | 2,962.00 | |
| 175809 | Star Sports & Apparel LLC | 101-42220-420-42110 | 4.79 | Cloth Tape |
| 175809 | Star Sports & Apparel LLC | 602-49480-000-42180 | 41.25 | Shirts w/City Logo |

| Check Numb | Last Name | Acct 1 | Amount | Description |
|---|---|---|---|---|
| | Star Sports & Apparel LLC | | 46.04 | |
| 175810 | Steele Waseca Coop Electric | 225-49810-430-43810 | 642.86 | 23947-Airport 10 |
| 175810 | Steele Waseca Coop Electric | 225-49810-430-43810 | 7.89 | 41926-Airport |
| 175810 | Steele Waseca Coop Electric | 225-49810-430-43810 | 44.18 | 32094-Airport |
| 175810 | Steele Waseca Coop Electric | 225-49810-430-43810 | 167.10 | 1018611-Hangar 910K |
| 175810 | Steele Waseca Coop Electric | 602-49450-000-43810 | 208.75 | 30493-Lift Station |
| 175810 | Steele Waseca Coop Electric | 225-49810-430-43810 | 7.89 | 1077021-Security Hangar 2 |
| 175810 | Steele Waseca Coop Electric | 101-43160-430-43810 | 67.17 | 27205-Airtech Park |
| 175810 | Steele Waseca Coop Electric | 902-00000-000-23935 | 1,985.64 | Monthly Charges-August |
| 175810 | Steele Waseca Coop Electric | 602-49450-000-43810 | 79.81 | 1089247-Lift Station-15625 Acorn Trl |
| 175810 | Steele Waseca Coop Electric | 225-49810-430-43810 | 42.29 | 20891-Airport New Hangar |
| 175810 | Steele Waseca Coop Electric | 225-49810-430-43810 | 37.04 | 41901-Airport |
| 175810 | Steele Waseca Coop Electric | 225-49810-430-43810 | 502.97 | 41875-Airport S Hangars |
| 175810 | Steele Waseca Coop Electric | 101-43160-430-43810 | 50.03 | 32089-Highway 21 Lights |
| 175810 | Steele Waseca Coop Electric | 902-00000-000-23935 | -1,985.64 | Monthly Charges-August |
| 175810 | Steele Waseca Coop Electric | 225-49810-430-43810 | 28.31 | 1017445-2011 T-Hangar |
| 175810 | Steele Waseca Coop Electric | 225-49810-430-43810 | 7.89 | 41927-Airport |
| 175810 | Steele Waseca Coop Electric | 602-49480-000-43810 | 62.28 | 23271-Sludge Farm |
| 175810 | Steele Waseca Coop Electric | 225-49810-430-43810 | 29.18 | 1018624-Hangar 910J |
| | Steele Waseca Coop Electric | | 1,985.64 | |
| 0 | Stein Air Inc | 101-00000-000-22110 | 3,245.83 | County Tax Abatement |
| | Stein Air Inc | | 3,245.83 | |
| 0 | Stonebrooke Engineering Inc. | 472-43121-430-45300 | 9,257.96 | 30th St NW-TH3 Roundabout |
| | Stonebrooke Engineering Inc. | | 9,257.96 | |
| 175811 | Streicher's Inc. | 101-42123-420-42180 | 42.98 | Name Tags / K9 Patch / Mike S |
| | Streicher's Inc. | | 42.98 | |
| 175812 | Swank Motion Pictures Inc | 101-45130-450-43131 | 465.00 | Enrichment Movie Licensing |
| | Swank Motion Pictures Inc | | 465.00 | |
| 175813 | T. Nelson Properties | 601-00000-000-20200 | 14.34 | Refund Check 017470-094, 310 23 St NW Apt 8 |
| 175814 | T. Nelson Properties | 601-00000-000-20200 | 10.52 | Refund Check 017470-093, 310 23 St NW Apt 7 |

| Check Numb | Last Name | Acct 1 | Amount | Description |
|---|---|---|---|---|
| | T. Nelson Properties | | 24.86 | |
| 175815 | The Joseph Company, Inc. | 601-49430-000-45200 | 33,280.40 | Pay App 8 Well House 5 Construction |
| | The Joseph Company, Inc. | | 33,280.40 | |
| 175816 | The UPS Store | 101-42400-420-43250 | 11.22 | Sent Flash Drive to Eckberg Lammers |
| 175816 | The UPS Store | 101-45500-450-43250 | -20.57 | Duplicate Pmt-8/25 Invoice Paid by CC and Check in Error |
| 175816 | The UPS Store | 602-49480-000-43250 | 11.95 | Mercury Sample Shipping |
| | The UPS Store | | 2.60 | |
| 175817 | Timm's Trucking Inc | 101-43121-430-42240 | 105.79 | Washed Sand |
| | Timm's Trucking Inc | | 105.79 | |
| 175818 | T-Mobile | 101-45500-450-43096 | 239.38 | Hotspots |
| | T-Mobile | | 239.38 | |
| 175819 | Tom's Lock & Key, LLC | 241-46330-461-44010 | 80.00 | 1814 Shumway Rekey Lock |
| 175819 | Tom's Lock & Key, LLC | 241-46330-461-42110 | 12.00 | 1814 Shumway 4 Keys |
| 175819 | Tom's Lock & Key, LLC | 241-46330-461-42110 | 26.80 | 527 Lincoln Deadbolt Latch |
| 175819 | Tom's Lock & Key, LLC | 898-46310-000-42110 | 12.00 | #110 Rekey 4 Keys |
| 175819 | Tom's Lock & Key, LLC | 898-46310-000-44010 | 80.00 | #110 Rekey Unit |
| 175819 | Tom's Lock & Key, LLC | 241-46330-461-42110 | 6.00 | 1518 Western 2 Garage Keys |
| 175819 | Tom's Lock & Key, LLC | 241-46330-461-42110 | 6.00 | 1530 Western 2 Keys |
| | Tom's Lock & Key, LLC | | 222.80 | |
| 175820 | Townsquare Media LLC | 101-45110-450-43430 | 650.00 | Radio Advertising-Pet Parade |
| | Townsquare Media LLC | | 650.00 | |
| 175821 | Truck Center Companies East LLC | 101-42220-420-42210 | 427.06 | Brake Parts #2110 |
| 175821 | Truck Center Companies East LLC | 101-43121-430-42210 | 63.87 | Brake Chamber - Street #104 |
| 175821 | Truck Center Companies East LLC | 101-43121-430-42210 | 13.82 | Brake Chamber Clevis - Street #104 |
| 175821 | Truck Center Companies East LLC | 101-45200-450-42210 | 13.64 | Valve |
| | Truck Center Companies East LLC | | 518.39 | |
| 175822 | Trystar LLC | 101-00000-000-22110 | 26,152.44 | County Tax Abatement |

| Check Numb | Last Name | Acct 1 | Amount | Description |
|---|---|---|---|---|
| | Trystar LLC | | 26,152.44 | |
| 175823 | Turner Tom | 601-00000-000-20200 | 0.32 | Refund Check 013435-000, 417 3 St NE |
| | Turner Tom | | 0.32 | |
| 0 | Twin City Garage Door | 603-49500-000-44010 | 13.43 | Repair PWP North Gate |
| 0 | Twin City Garage Door | 601-49430-000-44010 | 94.46 | Repair PWP North Gate |
| 0 | Twin City Garage Door | 101-43121-430-44010 | 907.65 | Repair PWP North Gate |
| 0 | Twin City Garage Door | 602-49450-000-44010 | 94.46 | Repair PWP North Gate |
| | Twin City Garage Door | | 1,110.00 | |
| 175824 | Van Eps Kathryn | 601-00000-000-20200 | 16.82 | Refund Check 022651-000, 10 11 St NW |
| | Van Eps Kathryn | | 16.82 | |
| 175825 | Van Tassel Daniel E | 101-45500-450-42190 | 14.95 | Books |
| | Van Tassel Daniel E | | 14.95 | |
| 0 | Waldock Peter | 240-46210-460-43130 | 752.73 | Per Diem/Mileage/Lodging-SHPC Conference |
| | Waldock Peter | | 752.73 | |
| 175826 | Wal-Mart | 101-45122-450-42115 | 64.62 | Coffee and Creamer |
| 175826 | Wal-Mart | 101-42210-420-42110 | 21.33 | Paper Towels and Facial Tissue |
| | Wal-Mart | | 85.95 | |
| 175827 | Water Environment Federation | 101-43110-430-44330 | 105.00 | Membership Renewal-Block |
| | Water Environment Federation | | 105.00 | |
| 175828 | Wieber Physical Therapy Inc | 101-42123-420-43090 | 185.00 | Agility Test / A Schak |
| | Wieber Physical Therapy Inc | | 185.00 | |
| 0 | WSB & Associates Inc | 603-49500-000-43030 | 5,075.50 | 2021 SWMP MS4 Update 7/1/22-7/31/22 |
| 0 | WSB & Associates Inc | 476-43121-430-45304 | 8,237.50 | 2022-04 Materials Testing |

| Check Numb | Last Name | Acct 1 | Amount | Description |
|---|---|---|---|---|
| | WSB & Associates Inc | | 13,313.00 | |
| 175720 | Xcel Energy | 101-43160-430-43810 | 165.85 | 51-0012776642-4 720 4 St NW Street Light Feed Point |
| 175720 | Xcel Energy | 601-49430-000-43810 | 184.72 | 51-0012893015-3 812 8 Ave NW-WTP |
| 175720 | Xcel Energy | 225-49810-430-43830 | 28.49 | 51-0325544-5 Hangar 910G - Rental |
| 175720 | Xcel Energy | 225-49810-430-43830 | 28.49 | 51-0325546-7 Hangar 910B - City |
| 175720 | Xcel Energy | 225-49810-430-43830 | 87.56 | 51-0013139038-3 3401 Hwy 21 W |
| 175720 | Xcel Energy | 101-45200-450-43810 | 44.24 | 51-0013096682-1 705 3 Ave NW-Wapacuta Park Shelter |
| 175720 | Xcel Energy | 601-49430-000-43810 | 56.97 | 51-0013092616-3 812 8 Ave NW Bldg B-WTP |
| 175720 | Xcel Energy | 225-49810-430-43830 | 28.49 | 51-0325271-5 Hangar 910A - City |
| 175829 | Xcel Energy | 241-46330-461-43810 | 41.21 | 910-922 SW 1st St Parking Lot Electric Thru 9/05/22 |
| 175720 | Xcel Energy | 101-43160-430-43810 | 20,994.73 | 51-4930975-3 Street Lighting |
| 175720 | Xcel Energy | 101-43160-430-43810 | 43.21 | 51-0013749706-5 New Bridge Lights 2nd Ave Bridge |
| 175720 | Xcel Energy | 101-43160-430-43810 | 89.70 | 51-0012965373-9 1190 Hwy 60 W Street Light |
| 175720 | Xcel Energy | 101-43160-430-43810 | 228.43 | 51-0012776641-3 218 3 St NW/129 4 St NW Street Light |
| 175720 | Xcel Energy | 602-49450-000-43810 | 51.41 | 51-0012509758-8 1321 Matteson St-Lift Station |
| 175829 | Xcel Energy | 241-46330-461-43810 | 59.28 | 1526 Western Ave Parking Lot Lights thru 9/1/22 |
| 175720 | Xcel Energy | 101-43160-430-43810 | 147.95 | 51-0012943772-6 17 3rd St NE Unit St Light |
| 175829 | Xcel Energy | 898-46310-000-43810 | 369.77 | 1324 Prairie Avenue Electric Thru 9/8/22 |
| 175829 | Xcel Energy | 898-46310-000-43830 | 408.94 | 1324 Prairie Ave Gas Thru 9/8/22 |
| 175720 | Xcel Energy | 101-43160-430-43810 | 88.17 | 51-0012926306-6 415/430 2 Ave NW-2 Ave Signal Sys. |
| 175720 | Xcel Energy | 101-43160-430-43810 | 87.95 | 51-0012926306-6 419 8 Ave NW-8 Ave Signal Sys. |
| 175720 | Xcel Energy | 101-43160-430-43810 | 87.28 | 51-0012926306-6 328 4 St NW-4 Ave NW Signal Sys. |
| 175720 | Xcel Energy | 101-43160-430-43810 | 70.68 | 51-0012926306-6 402 Central-Central Ave Signal Sys |
| 175720 | Xcel Energy | 902-00000-000-23935 | 22,534.98 | Electric Bill |
| 175720 | Xcel Energy | 902-00000-000-23935 | -22,534.98 | Electric Bill |
| 175720 | Xcel Energy | 101-43160-430-43810 | 20.66 | 51-5358630-4 45 State Ave Lighting |
| 175723 | Xcel Energy | 101-42500-420-43810 | 4.55 | 154013 1851 220 St E CD Siren |
| 175723 | Xcel Energy | 902-00000-000-23935 | 50,301.66 | Electricity Bill-August |
| 175723 | Xcel Energy | 101-43160-430-43810 | -918.72 | 302767481 210 3 St NE St Light HP |
| 175723 | Xcel Energy | 603-49500-000-43810 | -86.57 | 304051816 1200 Belview Trl |
| 175723 | Xcel Energy | 602-49450-000-43810 | 2.97 | 303203605 319 Lind St Lift Station |
| 175723 | Xcel Energy | 101-45127-450-43810 | 93.48 | 304160080 705 17th St SW |
| 175723 | Xcel Energy | 101-45500-450-43830 | 1,052.25 | 302342287 11 Division St E 70% |
| 175723 | Xcel Energy | 101-45200-450-43810 | 26.81 | 175957 500 Maple Lawn Cartway |
| 175723 | Xcel Energy | 101-43170-430-43810 | 151.15 | 302531059 103 3 St NE Signal Light |
| 175723 | Xcel Energy | 101-45200-450-43810 | -52.91 | 303510224 Central Park Band Stand |
| 175723 | Xcel Energy | 601-49430-000-43810 | 7,327.90 | 303929972 1904 Fairground Dr |
| 175723 | Xcel Energy | 101-45200-450-43810 | 57.86 | 303683055 100 Tee Pee Tonka Park |
| 175723 | Xcel Energy | 101-45200-450-43810 | -63.86 | 302261595 920 9 Ave SW |
| 175723 | Xcel Energy | 101-45126-450-43810 | -358.30 | 303373970 117 Shumway Load Profile |
| 175723 | Xcel Energy | 101-42500-420-43810 | 4.55 | 178539 2613A Hulett Court |

| Check Numb | Last Name | Acct 1 | Amount | Description |
|---|---|---|---|---|
| 175723 | Xcel Energy | 101-45126-450-43830 | 120.92 | 302971175 117 Shumway Washington Center |
| 175723 | Xcel Energy | 101-43170-430-43810 | -66.13 | 302525247 4050 Hwy 60 W |
| 175723 | Xcel Energy | 101-45200-450-43810 | 51.20 | 302165394 415 2nd Ave SW Wapacuta Pk |
| 175723 | Xcel Energy | 601-49430-000-43810 | 10,323.46 | 303329691 824 7 St NW Pump Water |
| 175723 | Xcel Energy | 602-49450-000-43810 | -18.84 | 302772185 1150 Willow Lift Station |
| 175723 | Xcel Energy | 101-42210-420-43830 | 790.62 | 302350193 122 2 St NW Fire Hall |
| 175723 | Xcel Energy | 101-43170-430-43810 | -238.33 | 303691980 2219 Grant St Lift Station |
| 175723 | Xcel Energy | 101-43170-430-43810 | 9.45 | 156258 117 Shumway CD Siren |
| 175723 | Xcel Energy | 601-49430-000-43830 | 14.31 | 304051816 1200 Belview Trl |
| 175723 | Xcel Energy | 101-43160-430-43810 | -215.56 | 303661815 495 Heritage Pl |
| 175723 | Xcel Energy | 101-42110-420-43830 | 1,717.58 | 303688424 25 4th St NW |
| 175723 | Xcel Energy | 602-49450-000-43810 | 33.36 | 303670994 1090 Cannon Circle Lift Station |
| 175723 | Xcel Energy | 602-49480-000-43810 | 35.54 | 302940983 502 3rd Ave NW |
| 175723 | Xcel Energy | 101-42110-420-43810 | 7,004.99 | 303688424 25 4th St NW |
| 175723 | Xcel Energy | 902-00000-000-23935 | -50,301.66 | Electricity Bill-August |
| 175723 | Xcel Energy | 101-45200-450-43810 | 3.79 | 303239611 Sr High Tennis Courts |
| 175723 | Xcel Energy | 101-43170-430-43810 | 98.18 | 303446090 1418 Divsion St W Signal Light |
| 175723 | Xcel Energy | 602-49450-000-43830 | 14.31 | 304051816 1200 Belview Trl |
| 175723 | Xcel Energy | 101-42110-420-43810 | 121.78 | 303877775 11 20th St NW Evidence Garage |
| 175723 | Xcel Energy | 602-49450-000-43810 | 41.42 | 303333605 410 Frink Ave Lift Station |
| 175723 | Xcel Energy | 101-42500-420-43810 | 48.64 | 303930334 Fairgrounds/300 Western |
| 175723 | Xcel Energy | 602-49450-000-43810 | 87.37 | 302346525 3030 Hwy 60 W Lift Station |
| 175723 | Xcel Energy | 602-49450-000-43810 | 17.02 | 302794134 98 3 Ave NW Viaduct Lift Stati |
| 175723 | Xcel Energy | 101-45126-450-43810 | 19.44 | 171746 117 Shumway Lighting |
| 175723 | Xcel Energy | 601-49430-000-43810 | 4,776.79 | 302969048 350 Alexander Park Well #6 |
| 175723 | Xcel Energy | 101-45122-450-43810 | 35.65 | 154794 16 Central Ave |
| 175723 | Xcel Energy | 602-49450-000-43810 | 55.13 | 302976387 1301 Willow St Lift Station |
| 175723 | Xcel Energy | 101-43121-430-43810 | -5,850.15 | 304051816 1200 Belview Trl |
| 175723 | Xcel Energy | 101-45200-450-43830 | 28.49 | 304017445 900 Lyndale Ave N |
| 175723 | Xcel Energy | 101-42500-420-43810 | 9.45 | 164184 930 4th CD Siren |
| 175723 | Xcel Energy | 101-42500-420-43810 | 9.45 | 146104 920 9 Ave SW CD Siren |
| 175723 | Xcel Energy | 101-45500-450-43810 | -557.56 | 302342287 11 Division St E |
| 175723 | Xcel Energy | 101-42210-420-43810 | -378.38 | 302527702 122 2 St NW-Fire Hall |
| 175723 | Xcel Energy | 101-45122-450-43830 | 450.96 | 302342287 Boiler Heat Line 30% |
| 175723 | Xcel Energy | 225-49810-430-43830 | 28.49 | 302414965 3401 Hwy 21 W |
| 175723 | Xcel Energy | 101-43160-430-43810 | -213.66 | 304157632 1602 2nd Ave NW |
| 175723 | Xcel Energy | 101-43160-430-43810 | 79.53 | 304116512 1000 Lyndale Ave S |
| 175723 | Xcel Energy | 101-45200-450-43830 | 28.49 | 302627100 Jefferson Warming House |
| 175723 | Xcel Energy | 101-43160-430-43810 | -40.92 | 304157645 3305 Highway 60 |
| 175723 | Xcel Energy | 101-43170-430-43810 | -237.76 | 303453265 1500 7 St NW Signal Light |
| 175723 | Xcel Energy | 101-43160-430-43810 | -4.34 | 304116510 1904 Grant St NW |
| 175723 | Xcel Energy | 602-49450-000-43810 | -608.84 | 304051816 1200 Belview Trl |
| 175723 | Xcel Energy | 101-43170-430-43810 | 279.94 | 303396625 27 Division St E Signal Light |



KEY: General Fund (101), Airport (225), Public Housing (241), Water (601), Sewer (602), Storm (603), Robinwood (898)

| Check Numb | Last Name | Acct 1 | Amount | Description |
|---|---|---|---|---|
| 175723 | Xcel Energy | 601-49430-000-43810 | -608.84 | 304051816 1200 Belview Trl |
| 175723 | Xcel Energy | 601-49430-000-43810 | 1,004.43 | 302814303 1217 Parshall Reservoir #2 |
| 175723 | Xcel Energy | 101-45200-450-43810 | -121.05 | 304017445 900 Lyndale Ave N |
| 175723 | Xcel Energy | 602-49480-000-43830 | 1,428.43 | 302858086 214 14 St NE |
| 175723 | Xcel Energy | 101-41940-410-43810 | 2,788.35 | 303683323 208 1 Ave NW |
| 175723 | Xcel Energy | 101-41940-410-43830 | 195.34 | 303640982 208 1 Ave NW City Hall |
| 175723 | Xcel Energy | 101-43121-430-43830 | 137.54 | 304051816 1200 Belview Trl |
| 175723 | Xcel Energy | 101-43170-430-43810 | 11.06 | 304131503 2200 30th St NW |
| 175723 | Xcel Energy | 101-45200-450-43810 | 19.21 | 303683055 100 TP Tonka Security |
| 175723 | Xcel Energy | 101-45122-450-43830 | 521.71 | 303402179 16 Central Ave |
| 175723 | Xcel Energy | 602-49450-000-43810 | 21.00 | 302412146 1901 7 St NW Lift Station |
| 175723 | Xcel Energy | 101-45122-450-43810 | 7,526.92 | 303273787 15 Central Ave Load Profile |
| 175723 | Xcel Energy | 602-49450-000-43830 | 28.49 | 302458578 828 8 Ave NW Park Shop |
| 175723 | Xcel Energy | 101-45500-450-43810 | 20.45 | 302342287 11 Division St E Security |
| 175723 | Xcel Energy | 101-45200-450-43810 | 30.00 | 304850239 TeePee Tonka Park Tunnel |
| 175723 | Xcel Energy | 101-45126-450-43810 | 48.04 | 302492805 117 Shumway-Washington Center |
| 175723 | Xcel Energy | 101-45122-450-43810 | 1,891.66 | 302825421 19 Division St W |
| 175723 | Xcel Energy | 101-43160-430-43810 | 35.54 | 303328788 1600 30 St NW |
| 175723 | Xcel Energy | 101-45200-450-43810 | 35.54 | 303920032 540 2nd Ave NW |
| 175723 | Xcel Energy | 101-45125-450-43810 | 3,895.95 | 303727721 1830 2 Ave NW Aquatic Center |
| 175723 | Xcel Energy | 101-43160-430-43810 | 68.62 | 304116511 800 Lyndale Ave S |
| 175723 | Xcel Energy | 101-42500-420-43810 | 39.21 | 304214955 930 4th Ave NW Siren |
| 175723 | Xcel Energy | 101-45200-450-43810 | 35.54 | 303659432 618 9 Ave SW Sledding Hill |
| 175723 | Xcel Energy | 101-45200-450-43810 | 967.69 | 302576466 1815 Alexander Dr |
| 175723 | Xcel Energy | 101-43160-430-43810 | 35.54 | 304087990 510 2 Ave NW Carnival |
| 175723 | Xcel Energy | 101-45200-450-43810 | 13.30 | 302321102 1000 7 Ave SW-S Alex Sec |
| 175723 | Xcel Energy | 101-45125-450-43820 | 4,126.93 | 303727721 1830 2 Ave NW Aquatic Center |
| 175723 | Xcel Energy | 101-42110-420-43830 | 81.55 | 303877775 11 20th St NW Evidence Garage |
| 175723 | Xcel Energy | 601-49430-000-43830 | 28.49 | 302971552 824 7th St NW Water Works |
| 175723 | Xcel Energy | 602-49480-000-43810 | 841.99 | 304239286 214 14th St NE |
| 175723 | Xcel Energy | 101-42500-420-43810 | 4.55 | 167157 1203 Parshall St |
| 175723 | Xcel Energy | 603-49500-000-43830 | 2.04 | 304051816 1200 Belview Trl |
| | Xcel Energy | | 73,715.84 | |
| 0 | Zarnoth Brush Works Inc | 101-43121-430-42210 | 3,568.00 | Main Broom Gutter Brooms #115 |
| | Zarnoth Brush Works Inc | | 3,568.00 | |
| 175830 | Zep Sales & Service | 101-43121-430-42160 | 216.35 | Tar Oil Degreaser - Street #112 |
| | Zep Sales & Service | | 216.35 | |



KEY: General Fund (101), Airport (225), Public Housing (241), Water (601), Sewer (602), Storm (603), Robinwood (898)

| Check Numb | Last Name | Acct 1 | Amount | Description |
|---|---|---|---|---|
| 0 | Ziegler Inc | 602-49480-000-44045 | 7,570.12 | Preventative Maintenance Generator PM Service Contract |
| 0 | Ziegler Inc | 101-43121-430-42210 | 86.54 | Air Conditioning Dryer/Orifice Tube - Street #218 |
| 0 | Ziegler Inc | 101-43121-430-42210 | 86.16 | Oil Filter Elements - Street #121 |
| 0 | Ziegler Inc | 101-43121-430-42210 | 1,371.25 | Wear Strips/Shims/Bushings/Pivot Shaft #208 |
| | Ziegler Inc | | 9,114.07 | |
| | | | 1,593,511.37 | |



KEY: General Fund (101), Airport (225), Public Housing (241), Water (601), Sewer (602), Storm (603), Robinwood (898)

# Request for Council Action

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **THROUGH:** | Tim Murray, City Administrator |
| **FROM:** | Paul J. Peanasky, Parks and Recreation Director |
| **MEETING DATE:** | September 27, 2022 |
| **SUBJECT:** | Resolution 2022-204 Approve Street Closures for Faribault High School Homecoming Parade |

**Background:**

Faribault High School will be hosting its Homecoming activities the week of September 26, 2022. They will host their Homecoming Parade at 2:15 PM on Friday, September 30, 2022. They plan to use the same route as they did last year.

The parade will begin at the Faribault High School. Float staging and lineup will be on 9th Avenue SW adjacent to the high school parking lot and continue east on 3rd Street SW. The parade will begin on 9th Avenue SW and proceed south to 9th Street SW, west on 9th Street SW to Prairie Avenue, north on Prairie Avenue SW and end at South Central College

**Recommendation:**

Approve Resolution 2022-204 Approve Street Closures for Faribault High School Homecoming Parade.

**Attachments:**

1. Resolution 2022-204 Approve Street Closures for FHS Homecoming Parade
2. Homecoming Parade Route 2022

*State of Minnesota*
*County of Rice*

# *CITY OF FARIBAULT*

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## RESOLUTION #2022-204

### APPROVE STREET CLOSURES FOR FARIBAULT HIGH SCHOOL HOMECOMING PARADE

***WHEREAS***, the Faribault High School is hosting its annual Homecoming activities the week of September 26, 2022, and;

***WHEREAS***, they plan to have their Homecoming Parade at 2:15 PM on Friday, September 30, 2022, and;

***WHEREAS,*** the Faribault City Council is supportive of these events, and

***WHEREAS,*** Section 15-57 of the Faribault Code of Ordinances provides for temporary parking restrictions by means of Council resolution.

***NOW, THEREFORE BE IT RESOLVED,*** that 9th Avenue SW from 3rd Street SW to 9th Street SW from 2:00 PM to 3:00 PM on Friday, September 30, 2022, will be closed for the Faribault High School Homecoming Parade.

***ALSO, BE IT RESOLVED,*** that 9th Street SW from 9th Avenue SW to Prairie Avenue SW, and Prairie Avenue SW from 9th Street SW to South Central College will also be closed from 2:00 PM to 3:00 PM for the parade.

***ALSO, BE IT RESOLVED,*** that 9th Street SW adjacent to the high school parking lot and east on 3rd Street SW will be closed from 1:30 PM to 3:00 PM for parade staging.

***ALSO, BE IT RESOLVED,*** that the event sponsor should enter into the City's standard agreement regarding street closures and sponsored events.

**Date Adopted:** September 27, 2022

**Faribault City Council**

_____

**Kevin F. Voracek, Mayor**

**ATTEST:**

_____

**Timothy C. Murray, City Administrator**

**Faribault Public Schools**
Activities Department
330 9th Ave SW | Faribault, MN 55021
Kevin Kleiner | Activities Director
☎ 507.333.6210 | 💻 kkleiner@faribault.k12.mn.us

**Parade Route 2022**

# Request for Council Action

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **THROUGH:** | Tim Murray, City Administrator |
| **FROM:** | Paul J. Peanasky, Parks and Recreation Director |
| **MEETING DATE:** | September 27, 2022 |
| **SUBJECT:** | Resolution 2022-205 Approve Street Closures for Bethlehem Academy Homecoming Parade |

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**Background:**

Bethlehem Academy (BA) will be hosting its Homecoming Parade at 1:30 PM on Friday, October 7, 2022.

The parade will begin at the BA parking lot, proceed north on 3rd Avenue, east on 3rd Street NW, south on Central Avenue, west on 1st Street NW, south on 2nd Avenue and west on 1st Street SW returning to the BA parking lot

**Recommendation:**

Approve Resolution 2022-205 Approve Street Closures for Bethlehem Academy Homecoming Parade.

**Attachments:**

1. Resolution 2022-205 Approve Street Closures for Bethlehem Academy Homecoming Parade
2. ParadeRoute

*State of Minnesota*
*County of Rice*

# *CITY OF FARIBAULT*

## RESOLUTION #2022-205

### APPROVE STREET CLOSURES FOR BETHLEHEM ACADEMY HOMECOMING PARADE

***WHEREAS***, Bethlehem Academy (BA) High School is hosting its annual Homecoming Parade on Friday, October 7, 2021, at 1:30 PM; and

***WHEREAS***, the Faribault City Council is supportive of these events; and

***WHEREAS***, Section 15-57 of the Faribault Code of Ordinances provides for temporary parking restrictions by means of Council resolution.

***NOW, THEREFORE BE IT RESOLVED,*** that 3rd Avenue starting at the BA parking lot north to 3rd Street NW, 3rd Street NW to Central Avenue, Central Avenue to 1st Street NW, 1st Street NW to 2nd Avenue, 2nd Avenue to 1st St SW, 1st Street SW to the BA parking lot will be closed from 1:30 PM to 2:30 PM on Friday, October 7, 2022, for the Bethlehem Academy Homecoming Parade.

**Adopted:** September 27, 2022

**Faribault City Council**

_____

**Kevin F. Voracek, Mayor**

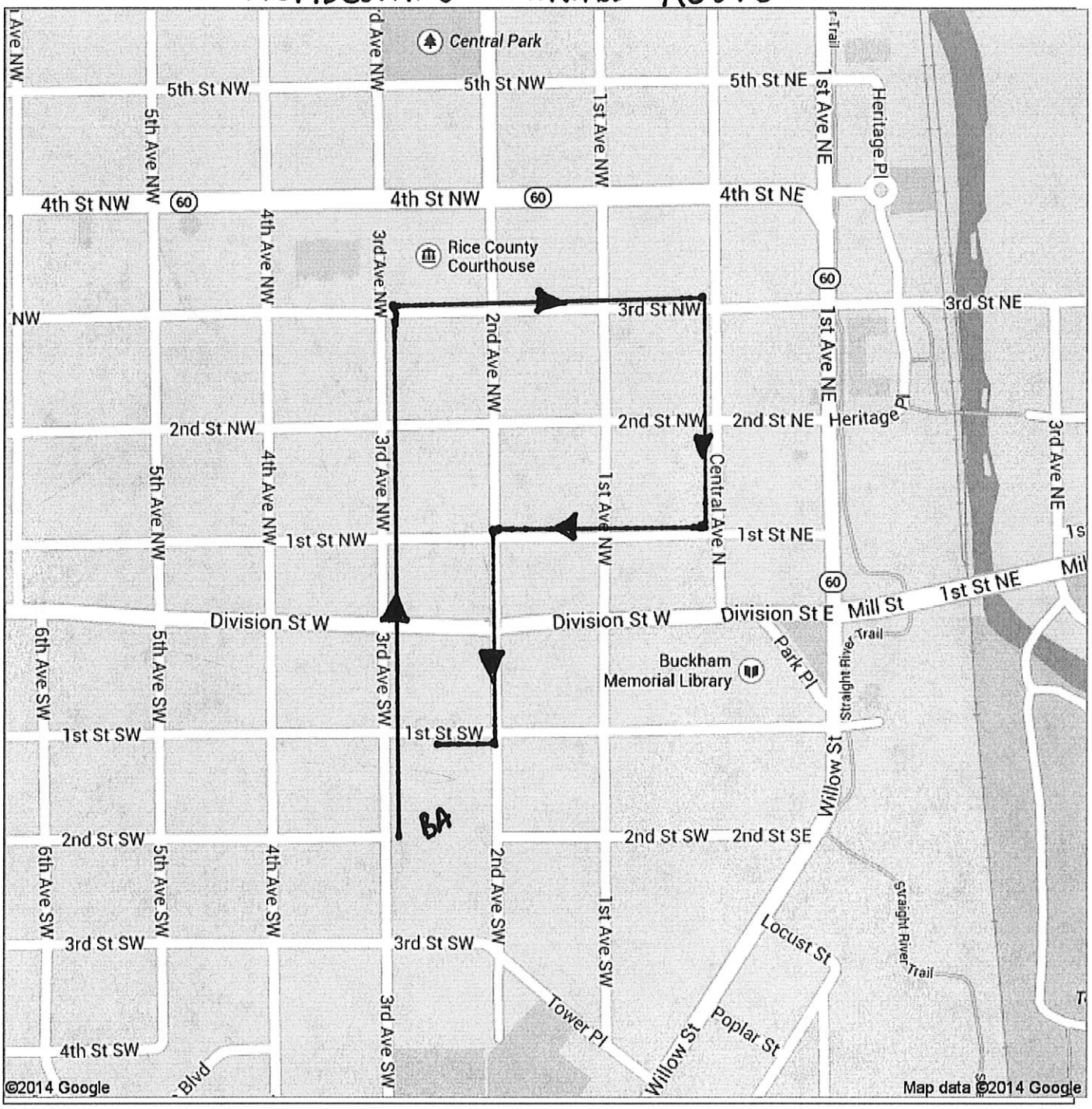
**ATTEST:**

_____

**Timothy C. Murray, City Administrator**

Google

# HOMECOMING PARADE ROUTE



# Request for Council Action

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **THROUGH:** | Tim Murray, City Administrator |
| **FROM:** | Kevin Bushard, Human Resources Manager |
| **MEETING DATE:** | September 27, 2022 |
| **SUBJECT:** | Resolution 2022-206 Adopting the 2022-2024 Non-Union Compensation Plan (Revised) |

**Background:**

City Council and Staff have changed position titles, added and removed positions within the 2022-2024 Non-Union Compensation Plan since the approval of Resolution 2022-143 on June 28, 2022 . Those changes have been approved at various City Council meetings and now have been formally included in this revised resolution. Also, Staff held meetings with the non-union employees to discuss the Health Care Savings Plan (HCSP) and have included their decision to move forward with an HCSP and have included that in the resolution as well.

**Recommendation:**

Approve Resolution 2022-206 Adopting the 2022-2024 Non-Union Compensation Plan (Revised).

**Attachments:**

1. Resolution 2022-206 Adopting the 2022-2024 Non-Union Compensation Plan (Revised)

*State of Minnesota*
*County of Rice*

# *CITY OF FARIBAULT*

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## RESOLUTION #2022-206

### ADOPTING THE 2022-2024 NON-UNION COMPENSATION PLAN (REVISED)

***WHEREAS***, the City Council establishes an annual Compensation Plan consisting of policy directives and compensation for all non-union City of Faribault employees in various positions; and

***WHEREAS***, the Compensation Plan should be adjusted from time to time in consideration of the changes in the cost of living, market conditions, and position evaluations.

***NOW, THEREFORE BE IT RESOLVED,*** by the City Council of the City of Faribault, Minnesota:

0.1 The following Compensation Plan, including all Exhibits, is hereby adopted for the positions listed.

## SECTION 1 - EFFECTIVE DATE

1.1 Duration

This Resolution shall remain in effect until December 31, 2024 or until otherwise amended or repealed.

## SECTION 2 - COMPENSATION PROVISIONS

2.1 Compensation Ranges

Compensation (wage) ranges are assigned to non-union positions through grades and steps as outlined in Exhibit A. The number of steps in the wage schedule is being reduced from sixteen (16) to thirteen (13) for 2022 and beyond, requiring employees to be transitioned from their current step in the existing 2021 schedule to a revised 2021 schedule.

All current employees in steps 1 through 5 will be placed in the revised 2021 wage schedule at their current step and continue to progress based on their time in their position. Any employee in step 6 or greater before the end of 2021 will be placed in the revised 2021 wage schedule at the

step with a wage that is closest to, but equal to or greater than, the employee's current wage. Employees will advance one step effective January 1, 2022 or based on their anniversary date of employment if hired after January 1, 2018 (if meeting the requirements of their position or not at the revised step 12 and received a step increase in 2021) and receive the COLA increase reflected in the wage structure shown in Exhibit A for 2022.

Factors used for establishing the appropriate grade and step within the compensation range for new or existing employees shall include the following factors:

a) The external or market compensation paid to similar positions outside of the city organization; and

b) The internal compensation paid to positions within the city organization with similar job responsibilities and difficulty; and

c) The past and current job performance of the individual employee; and

d) The experience and knowledge of the individual employee.

2.2 Employee Progression

a) The City Administrator shall recommend to the City Council non-union employee's starting grade and step within the Compensation Plan.

b) All non-union employees shall be subject to a written and documented performance evaluation by their immediate supervisor and Department Director. The performance evaluation shall be completed on the employee's initial six-month anniversary date and on future dates as listed in their offer letter of employment. The evaluation shall be discussed with the City Administrator prior to being discussed with the employee.

c) With the City Administrator's approval, an annual performance evaluation that results in a satisfactory performance report will entitle the employee to progress to the next step in their grade. A less than satisfactory performance will result no increase until their performance improves.

d) With the City Administrator's approval, employees can progress through Steps 1-5 on a semi-annual basis one step at a time;

through Steps 5-12 on an annual basis one step at a time; and from Step 12 to Step 13 on a biannual basis, thereby reaching the maximum step.

2.3 Additional Compensation

The City Administrator and/or City Council shall have the authority to additionally compensate employees whose work performance is determined to be exceptional. The compensation may be distributed in one or more of the following forms:

a) Lump sum merit pay not to exceed five (5) percent of the employee's annual wage rate or $5,000, whichever is less.

b) Larger than normal increase (permanent or temporary) within the employee's wage range.

c) The award of additional day(s) of administrative leave beyond that allowed by Section 4.4 of this resolution.

2.4 Referral Bonus Program

The purpose of the Employee Referral Bonus Program is to provide an incentive award to a current employee within this compensation plan, who brings new talent to the City by referring applicants who are subsequently selected and successfully employed in a position within this non-union compensation plan (Appendix A positions only). Compensation will be distributed as follows:

a) After three (3) months of employment, the referring employee would receive $250.00.

b) Should either the hired/referring employee leave employment prior to 3 months, the incentive would be nullified.

## SECTION 3 - MISCELLANEOUS PAY PROVISIONS

3.1 Transportation Expenses

Any employee who is required to use their personal automobile for City business shall be reimbursed at the rate that is currently paid by the Federal Government, if they do not receive a vehicle allowance.

The City Administrator may establish a vehicle allowance of up to $375.00 per month for department heads/management-level staff based upon travel requirements, provision/availability of City-owned vehicles, and related factors. Vehicle allowance will be treated as compensation for purposes of state and federal income reporting.

### 3.2 Uniform Allowance

A payment of $45.00 per month shall be made to individuals serving in the positions of Police Chief, Police Captain, Community Services Officer Supervisor and Director of Fire and Emergency Management. This payment shall be for the purpose of compensating these individuals for the furnishing, cleaning, and maintenance of a required uniform—any other uniform related expenses shall be the responsibility of the employee. The supervisor of any personnel who receive a clothing allowance or receive clothing pursuant to a collective bargaining agreement may be provided the same clothing allowance provision if it is determined work necessary.

### 3.3 Conference per Diem

The City shall provide a per diem as a meal allowance in the event of overnight travel as outlined in the adopted City's Personnel Policies. The employee shall be paid in advance of the meeting or conference. Each year, the Finance Department typically provides a memorandum detailing the mileage and per diem rates to be used for that year. Conference attendance must be approved by the City Administrator. Travel outside the state of Minnesota shall be subject to approval as outlined in the City's Personnel Policies.

## SECTION 4 - LEAVE BENEFITS

### 4.1 Holidays

Non-union employees shall have the following holidays enumerated:

| | |
|---|---|
| New Year's Day | Labor Day |
| Martin Luther King Day | Veterans Day |
| President's Day | Thanksgiving Day |
| Memorial Day | Day after Thanksgiving |
| Independence Day | Christmas Day |

"Juneteenth" shall be added as a recognized holiday after such time that the Minnesota State Legislature approves it as an official holiday.

Employees shall be granted the holiday off without loss of pay. Any

employee that is required to work on a holiday, outside of his/her standard work week, shall receive an additional floating holiday. When a holiday falls on a Saturday, the holiday shall be considered to have occurred on the preceding Friday. If a holiday falls on a Sunday, the holiday shall be celebrated on the following Monday. If a non-union employee is required to work one of the above stated holidays, the City Administrator shall have the authority to provide an additional floating holiday to be taken or used in accordance with the rules governing the same.

Effective January 1, 2023, all employees shall also receive two (2) floating holidays at time of hire and at the beginning each year to be taken in accordance with the rules governing vacation days. Floating holiday hours are banked the first pay period of the year based on full-time equivalency.

4.2 Vacation

The vacation schedule is based on full-time equivalency.

Employees who have been employed uninterruptedly with no breaks in employment except for brief layoffs which are directed by management shall be eligible for a paid vacation at their regular rate of pay pursuant to the following schedule: vacation will be earned at the rate of 80 hours per year for the first five (5) years of employment; at the rate of 120 hours per year for 6-10 years of employment; and at the rate of 160 hours per year thereafter.

Unless other terms or conditions are specified under an accepted offer of employment, newly hired employees shall be credited with 40 hours of vacation and accrue at the rate of 1.54 hours per pay period for the first year (totaling 80 hours vacation accrual for year 1). After year 1, vacation will be earned at the monthly rate of 3.08 hours per pay period for years 2 through 5, and thereafter on the rates outlined above.

Employees will earn additional vacation day(s) per the total years of service with the City of Faribault. Accrual day(s) will commence on the employees anniversary date of hire per the chart below:

| Years of service | Extra day(s) of vacation |
|---|---|
| 10-14 years | 1 day |
| 15-19 years | 3 days |
| 20+ years | 5 days |

A newly hired employee may be limited on the use of vacation leave in their first six months of employment, unless agreed to at the time of hire or approved by the employee's supervisor and Department Head, so as to

progress through initial job training. At any time during the calendar year, the employee may be compensated at a rate of one day's pay for each vacation day accumulated, not to exceed a total of 25% of an employee's annual vacation accrual in that year or forty (40) hours, whichever is less, provided that the employee has taken at least ten (10) days (eighty (80) hours) of vacation and/or administrative leave.

Employees earning vacation at a rate of 80 hours per year may not accumulate more than 140 hours. Employees earning vacation at the rate of 120 hours per year may not accumulate more than 200 hours. Employees earning vacation at the rate of 160 hours per year may not accumulate more than 260 hours.

Vacation must be taken so as not to jeopardize sufficient municipal operations at any time by written request from the employee to the Department Director or City Administrator. Employees will not be allowed to accumulate vacation in excess of the maximum amounts previously specified unless they were specifically asked to forego a portion of their vacation in writing by the City Administrator. If it is necessary for the City Administrator to request that an employee forego a portion of his/her vacation time, the employee will be entitled to use that portion previously accumulated during the next succeeding six months.

4.3 Sick Leave

Sick leave shall be compensated for at the regular rate of pay. Sick leave may be legitimately used for personal injury, illness or appointments.

Employees must use sick leave in increments of a minimum of one (1) hour increments with supervisor approval. Employees shall be allowed to use sick leave for their own personal injury or illness as needed, except that in order to qualify for sick leave, an employee must report that he/she is sick no later than one hour before the time for which he/she is scheduled to report to work. This one hour restriction shall not apply to employees who become sick while at work. Employees on sick leave for their own personal injury or illness for more than three consecutive days may be required to submit a physician's statement of illness. Employees may be required to submit a physician's statement of illness after one day, if that day is immediately before or after a holiday or regularly scheduled day off. Any employee who has exhausted his/her sick leave and requires additional sick leave may substitute vacation for the same.

Sick leave is accrued based on full-time equivalency. Employees shall accrue 168 hours per year except employees hired after December 31, 1998 shall accrue at 120 hours per year.

Employees shall be compensated through a Health Care Savings Plan, at a rate of eight (8) hours of pay for each twenty-four (24) hours of unused sick leave in excess of a maximum accumulation of 500 hours. Employees having more than 480 hours accumulation on January 1, 1980, who elected to retain an accrual cap of 1440 hours shall retain such accumulation for sick leave usage and termination consideration. Sick leave compensation shall occur the first pay period of December of each year.

When an employee is eligible for Worker's Compensation payments, he/she may supplement these payments with a prorated portion of any accumulated sick leave so that the combination of the two benefits will equal his/her net pay. Net pay is defined for these purposes as regular pay received from a standard work week less mandatory deductions which include federal and state taxes, social security, Medicare, PERA and wage garnishments. If he/she should exhaust his/her accumulated sick leave, he/she will receive Worker's Compensation payments only.

An employee may use personal sick leave benefits for absences due to an illness of or injury to the employee's child, as defined in Minnesota Statute 181.940, Subd. 4, adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent, for reasonable periods of time as the employee's attendance may be necessary, on the same terms upon which the employee is able to use sick leave benefits for the employee's own illness or injury.

An employee may use sick leave for safety leave for such reasonable periods of time as may be necessary for the purpose of providing assistance to the employee or assistance to the relatives, because of sexual assault, domestic abuse, or stalking.

The use of sick leave for safety leave or for absences due to the illness of or injury to the employee's adult child, spouse, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent, or stepparent is limited to up to 160 hours in any 12-month period. This does not apply to absences due to the illness or injury of a child, as defined in Minnesota Statute 181.940, Subd. 4.

## 4.4 Administrative Leave

City Administrator and/or City Council may compensate an employee up to five (5) days of administrative leave. Said leave may be carried over from year to year. Employees may not accumulate more than 120 hours. At any time during the calendar year, the employee may be compensated at a rate of one day's pay for each administrative leave day accumulated.

## 4.5 Emergency Leave

Emergency Leave may be granted to an employee in the event of serious illness or other emergency in the family of said employee. Employees in need of such leave shall make application to the City Administrator. Such time as is granted shall be charged against the employee's sick leave account. The rate of charge against the sick leave account shall be that of the actual time absent from work. The granting of such emergency leave shall not be unreasonable or arbitrarily withheld.

## 4.6 Jury Duty

All employees will receive a leave of absence when called for jury duty. The employee will be paid at their regular rate of pay by the City. The employee shall in turn submit to the City the amount of jury duty pay received, minus mileage reimbursements. Jury duty notices shall be reported to an employee's supervisor on the first working day following the receipt of the jury summons.

## 4.7 Funeral Leave

Employees are allowed to use up three (3) days for the death of an immediate family member, with pay, as funeral leave upon the death of an immediate family member. One (1) day of paid funeral leave is provided to an Employee in the event of the death of any another family member. Immediate family members include an Employee's spouse, parents, children, siblings, grandparents, grandchildren, similarly-related step relationships, in-laws, and domestic partners. Other family members include aunts, uncles, nieces, nephews, and similarly related in-laws. Funeral leave will not be deducted from the Employee's vacation or sick leave balances. Employees may request additional time off for a longer leave or to attend the funeral of a more distant relative or friend. Prior approval of the applicable Department Director and City Administrator is required, and if allowed, such leave actually used by the Employee will be charged against the Employee's sick leave account if they have exhausted all other leave balances.

## 4.8 Personal Leave of Absence

An employee may request a personal leave of absence without pay. All requests for personal leaves of absence shall state the reason for which the request is made in writing to the City Administrator. The City Administrator may grant personal leaves of absence up to two (2) weeks in duration.

Leaves of absence for more than two (2) weeks shall be presented to the City Council. While on a personal leave of absence without pay, an employee shall retain seniority; however, they will not accrue any sick or vacation leave. If the leave exceeds two (2) weeks, the employee may maintain health insurance coverage under the City's policy at their own expense.

## SECTION 5 - INSURANCE BENEFITS

5.1 Health Insurance

Health insurance premiums will be shared by Employer and Employee using fixed percentages, varying by plan and coverage, as follows:

| Plan | Coverage | | |
|---|---|---|---|
| $2800 Deductible | Single | Single+1 | Family |
| Employer Percentage | 92% | 87% | 82% |
| Employee Percentage | 8% | 13% | 18% |
| $1400 Deductible | Single | Single+1 | Family |
| Employer Percentage | 82% | 77% | 72% |
| Employee Percentage | 18% | 23% | 28% |

The City will match an Employee's contribution to their Health Savings Account (H.S.A.) under the City H.S.A. plan up to $55.00/month for 2022, $56.10/month for 2023, and $57.36/month for 2024. Employer contributions into the H.S.A. plan will be made on a pro-rata basis twice monthly.

If any other group or individual employed by the City receives contribution levels for insurance exceeding the negotiated contributions stated in this Agreement, this group would also receive those increased contributions. The employee's portion of the premium cost shall be paid through payroll deduction.

5.2 Retired Health Insurance

The City will allow retired employees to continue on as members in the health insurance program, provided insurance is not available due to other employment. The retired employee shall reimburse the City for the entire cost of the health insurance program.

5.3 Life Insurance

The City will provide at no cost to the employee a term life insurance policy in the amount of twice the employee's annual salary. The City will provide double indemnity life insurance in the event of an accidental death.

### 5.4 Long Term Disability

The City will provide, without cost to the employee, long term disability insurance, which will provide 66.6% of normal compensation to a maximum per month payable to the age of 65 and commencing on the 91st day of disability.

An employee once disabled and collecting long term disability benefits on the 91st day shall not accrue vacation, holiday time or sick leave and accrual of said benefits shall not begin until such time the disability stops and the employee returns to permanent duty.

## SECTION 6 - MISCELLANEOUS BENEFITS

### 6.1 Tuition Reimbursement

The City shall reimburse tuition and book expenses to the employee upon satisfactory completion of a recognized course of job related instruction. Such job related instruction must be reviewed and approved by the City Administrator prior to the initiation of cost in order to be eligible for reimbursement. Job related instruction does not include mandatory training necessary to maintain minimum licensing requirements. The City may require a partial or full repayment agreement to be executed between the employee and the City. A repayment agreement must be executed if the continuing education program is determined to be in excess of the tuition cost which could be incurred in a state supported entity; is a graduate program committed to over a period of two or three years; is a technical specialty in excess of the minimum requirements of the position. Such repayment agreement shall consider the total amount to be repaid on a pro-rata basis and shall be effective if an employee terminates his/her employment at any time during a three year period after receiving reimbursement or upon completion of the program.

### 6.2 Pension

The City will pay the established percentage rate of wages to the Public Employees Retirement Association (PERA) plan which applies to the employee.

### 6.3 Retirement

Retirement age will be in accordance with applicable state and federal laws.

Any "early" retirement incentive program benefits received for insurance premiums will be paid into a Health Care Savings Plan (HCSP) at 100%. Also, all severance received at time of retirement for all early retirement incentive program eligible employees would be deposited into the HCSP at 100%.

6.4 Deferred Compensation and Health Care Savings Plan (HCSP)

The City shall make available a program of deferred compensation. Participation in such a program is at the option of each employee and does not include any contribution by the City.

As part of deferred compensation, and as noted here in the Non-Union Compensation Plan, the City will offer a Health Care Savings Plan (HCSP). The HCSP is a benefit available to all regular full-time and part-time employees who meet the criteria established in the group benefits listed here. Mandatory participation is required of an employee who meets the criteria established in the applicable group benefits.

6.5 Termination Consideration

When an employee leaves the employment of the City in good standing (has given proper termination notice, has turned in all City equipment and is not being terminated for cause) they shall receive, through the HCSP, all accrued vacation, floating holidays and administrative leave. Additionally, employees with at least three (3) years of service shall receive one-half (1/2) of their accumulated sick leave (maximum accumulation of 500 hours), through their HCSP. Balances in excess of 500 hours will be paid at one-third, through their HCSP. Employees hired before January 1, 1980, will receive in salary equivalent, one-half of their maximum accumulated sick leave (maximum accumulation of 1,440 hours), into their HCSP. Balances in excess of 1,440 hours will be paid at one-third, into their HCSP. An employee, who is obligated to make a repayment to the City for continuing education benefits, shall have said repayment deducted from their termination compensation pay or benefits. The repayment shall be deducted at the time the employee provides notice to the City and the amount of the deduction shall be in accordance with the terms and conditions set forth in the signed City of Faribault Agreement with regards to continuing education placed in employee's personnel file.

**Date Adopted:** September 27, 2022

**Faribault City Council**

_____

**Kevin F. Voracek, Mayor**

**ATTEST:**

_____

**Timothy C. Murray, City Administrator**

# Exhibit A

| 2021 Wages (/hr.) - Revised Step Structure | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Non-Union | | Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| Job Title | Grade | | Start | 6 months | 6 months | 6 months | 6 months | 12 months | 12 months | 12 months | 12 months | 12 months | 12 months | 12 months | 24 months |
| City Administrator | V | | 64.91 | 66.77 | 68.62 | 70.48 | 72.33 | 74.23 | 76.18 | 78.19 | 80.24 | 82.36 | 84.52 | 86.74 | 89.02 |
| Finance Director | S | | 53.95 | 55.49 | 57.03 | 58.57 | 60.11 | 61.69 | 63.31 | 64.98 | 66.69 | 68.44 | 70.24 | 72.09 | 73.98 |
| Director of Engineering | S | | 53.95 | 55.49 | 57.03 | 58.57 | 60.11 | 61.69 | 63.31 | 64.98 | 66.69 | 68.44 | 70.24 | 72.09 | 73.98 |
| Chief of Police | S | | 53.95 | 55.49 | 57.03 | 58.57 | 60.11 | 61.69 | 63.31 | 64.98 | 66.69 | 68.44 | 70.24 | 72.09 | 73.98 |
| Director of Public Works | S | | 53.95 | 55.49 | 57.03 | 58.57 | 60.11 | 61.69 | 63.31 | 64.98 | 66.69 | 68.44 | 70.24 | 72.09 | 73.98 |
| Community & Economic Dev Director | S | | 53.95 | 55.49 | 57.03 | 58.57 | 60.11 | 61.69 | 63.31 | 64.98 | 66.69 | 68.44 | 70.24 | 72.09 | 73.98 |
| Parks and Recreation Director | R | | 50.91 | 52.36 | 53.82 | 55.27 | 56.72 | 58.21 | 59.74 | 61.31 | 62.93 | 64.58 | 66.28 | 68.02 | 69.81 |
| Fire Chief | R | | 50.91 | 52.36 | 53.82 | 55.27 | 56.72 | 58.21 | 59.74 | 61.31 | 62.93 | 64.58 | 66.28 | 68.02 | 69.81 |
| Library Director | R | | 50.91 | 52.36 | 53.82 | 55.27 | 56.72 | 58.21 | 59.74 | 61.31 | 62.93 | 64.58 | 66.28 | 68.02 | 69.81 |
| Human Resources Manager | Q | | 48.46 | 49.85 | 51.24 | 52.63 | 54.00 | 55.42 | 56.88 | 58.37 | 59.91 | 61.48 | 63.10 | 64.76 | 66.47 |
| Police Captain | O | | 43.59 | 44.83 | 46.08 | 47.33 | 48.57 | 49.85 | 51.16 | 52.50 | 53.88 | 55.30 | 56.76 | 58.25 | 59.78 |
| Engineering Supervisor | M | | 38.72 | 39.82 | 40.92 | 42.04 | 43.14 | 44.27 | 45.44 | 46.63 | 47.86 | 49.12 | 50.41 | 51.74 | 53.10 |
| PW Superintendent | M | | 38.72 | 39.82 | 40.92 | 42.04 | 43.14 | 44.27 | 45.44 | 46.63 | 47.86 | 49.12 | 50.41 | 51.74 | 53.10 |
| Building Official | M | | 38.72 | 39.82 | 40.92 | 42.04 | 43.14 | 44.27 | 45.44 | 46.63 | 47.86 | 49.12 | 50.41 | 51.74 | 53.10 |
| Assistant Finance Director | M | | 38.72 | 39.82 | 40.92 | 42.04 | 43.14 | 44.27 | 45.44 | 46.63 | 47.86 | 49.12 | 50.41 | 51.74 | 53.10 |
| City Planner | M | | 38.72 | 39.82 | 40.92 | 42.04 | 43.14 | 44.27 | 45.44 | 46.63 | 47.86 | 49.12 | 50.41 | 51.74 | 53.10 |
| Librarian | L | | 36.28 | 37.32 | 38.34 | 39.38 | 40.42 | 41.48 | 42.57 | 43.69 | 44.84 | 46.02 | 47.23 | 48.47 | 49.75 |
| IT Coordinator | L | | 36.28 | 37.32 | 38.34 | 39.38 | 40.42 | 41.48 | 42.57 | 43.69 | 44.84 | 46.02 | 47.23 | 48.47 | 49.75 |
| Building Inspector II | K | | 33.85 | 34.81 | 35.79 | 36.75 | 37.72 | 38.71 | 39.73 | 40.78 | 41.85 | 42.95 | 44.08 | 45.24 | 46.42 |
| Economic Development Coordinator | K | | 33.85 | 34.81 | 35.79 | 36.75 | 37.72 | 38.71 | 39.73 | 40.78 | 41.85 | 42.95 | 44.08 | 45.24 | 46.42 |
| City Clerk | K | | 33.85 | 34.81 | 35.79 | 36.75 | 37.72 | 38.71 | 39.73 | 40.78 | 41.85 | 42.95 | 44.08 | 45.24 | 46.42 |
| GIS Coordinator | K | | 33.85 | 34.81 | 35.79 | 36.75 | 37.72 | 38.71 | 39.73 | 40.78 | 41.85 | 42.95 | 44.08 | 45.24 | 46.42 |
| Senior Accountant | J | | 31.40 | 32.31 | 33.21 | 34.10 | 35.00 | 35.92 | 36.87 | 37.83 | 38.83 | 39.85 | 40.90 | 41.97 | 43.08 |
| Housing Coordinator | J | | 31.40 | 32.31 | 33.21 | 34.10 | 35.00 | 35.92 | 36.87 | 37.83 | 38.83 | 39.85 | 40.90 | 41.97 | 43.08 |
| Planning & Zoning Coordinator | J | | 31.40 | 32.31 | 33.21 | 34.10 | 35.00 | 35.92 | 36.87 | 37.83 | 38.83 | 39.85 | 40.90 | 41.97 | 43.08 |
| Building Inspector | J | | 31.40 | 32.31 | 33.21 | 34.10 | 35.00 | 35.92 | 36.87 | 37.83 | 38.83 | 39.85 | 40.90 | 41.97 | 43.08 |
| Community Services Officer Supervisor | I | | 28.97 | 29.80 | 30.63 | 31.46 | 32.28 | 33.13 | 34.00 | 34.89 | 35.81 | 36.75 | 37.72 | 38.71 | 39.73 |
| Recreation Program Coordinator | I | | 28.97 | 29.80 | 30.63 | 31.46 | 32.28 | 33.13 | 34.00 | 34.89 | 35.81 | 36.75 | 37.72 | 38.71 | 39.73 |
| Records Supervisor | H | | 26.53 | 27.30 | 28.05 | 28.80 | 29.57 | 30.35 | 31.15 | 31.96 | 32.81 | 33.67 | 34.55 | 35.46 | 36.39 |
| Payroll Benefits Specialist | H | | 26.53 | 27.30 | 28.05 | 28.80 | 29.57 | 30.35 | 31.15 | 31.96 | 32.81 | 33.67 | 34.55 | 35.46 | 36.39 |
| Community Development Coordinator | H | | 26.53 | 27.30 | 28.05 | 28.80 | 29.57 | 30.35 | 31.15 | 31.96 | 32.81 | 33.67 | 34.55 | 35.46 | 36.39 |
| Communications Coordinator | H | | 26.53 | 27.30 | 28.05 | 28.80 | 29.57 | 30.35 | 31.15 | 31.96 | 32.81 | 33.67 | 34.55 | 35.46 | 36.39 |
| IT Technician | H | | 26.53 | 27.30 | 28.05 | 28.80 | 29.57 | 30.35 | 31.15 | 31.96 | 32.81 | 33.67 | 34.55 | 35.46 | 36.39 |

# Exhibit A (Continued)

| 2022 Wages (/hr.) - 1.50% COLA | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Non-Union | | Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| Job Title | Grade | | Start | 6 months | 6 months | 6 months | 6 months | 12 months | 12 months | 12 months | 12 months | 12 months | 12 months | 12 months | 24 months |
| City Administrator | V | | 65.88 | 67.77 | 69.65 | 71.54 | 73.41 | 75.35 | 77.33 | 79.36 | 81.45 | 83.59 | 85.79 | 88.05 | 90.36 |
| Finance Director | S | | 54.76 | 56.32 | 57.89 | 59.45 | 61.01 | 62.62 | 64.26 | 65.95 | 67.69 | 69.47 | 71.29 | 73.17 | 75.09 |
| Director of Engineering | S | | 54.76 | 56.32 | 57.89 | 59.45 | 61.01 | 62.62 | 64.26 | 65.95 | 67.69 | 69.47 | 71.29 | 73.17 | 75.09 |
| Chief of Police | S | | 54.76 | 56.32 | 57.89 | 59.45 | 61.01 | 62.62 | 64.26 | 65.95 | 67.69 | 69.47 | 71.29 | 73.17 | 75.09 |
| Director of Public Works | S | | 54.76 | 56.32 | 57.89 | 59.45 | 61.01 | 62.62 | 64.26 | 65.95 | 67.69 | 69.47 | 71.29 | 73.17 | 75.09 |
| Community & Economic Dev Director | S | | 54.76 | 56.32 | 57.89 | 59.45 | 61.01 | 62.62 | 64.26 | 65.95 | 67.69 | 69.47 | 71.29 | 73.17 | 75.09 |
| Parks and Recreation Director | R | | 51.67 | 53.15 | 54.63 | 56.10 | 57.57 | 59.08 | 60.64 | 62.23 | 63.87 | 65.55 | 67.27 | 69.04 | 70.86 |
| Fire Chief | R | | 51.67 | 53.15 | 54.63 | 56.10 | 57.57 | 59.08 | 60.64 | 62.23 | 63.87 | 65.55 | 67.27 | 69.04 | 70.86 |
| Library Director | R | | 51.67 | 53.15 | 54.63 | 56.10 | 57.57 | 59.08 | 60.64 | 62.23 | 63.87 | 65.55 | 67.27 | 69.04 | 70.86 |
| Human Resources Manager | Q | | 49.19 | 50.60 | 52.01 | 53.42 | 54.81 | 56.25 | 57.73 | 59.25 | 60.81 | 62.41 | 64.05 | 65.73 | 67.47 |
| Police Captain | O | | 44.24 | 45.50 | 46.77 | 48.04 | 49.30 | 50.60 | 51.93 | 53.29 | 54.69 | 56.13 | 57.61 | 59.12 | 60.68 |
| Engineering Supervisor | M | | 39.30 | 40.42 | 41.53 | 42.67 | 43.79 | 44.94 | 46.12 | 47.33 | 48.58 | 49.86 | 51.17 | 52.51 | 53.90 |
| PW Superintendent | M | | 39.30 | 40.42 | 41.53 | 42.67 | 43.79 | 44.94 | 46.12 | 47.33 | 48.58 | 49.86 | 51.17 | 52.51 | 53.90 |
| Building Official | M | | 39.30 | 40.42 | 41.53 | 42.67 | 43.79 | 44.94 | 46.12 | 47.33 | 48.58 | 49.86 | 51.17 | 52.51 | 53.90 |
| Assistant Finance Director | M | | 39.30 | 40.42 | 41.53 | 42.67 | 43.79 | 44.94 | 46.12 | 47.33 | 48.58 | 49.86 | 51.17 | 52.51 | 53.90 |
| City Planner | M | | 39.30 | 40.42 | 41.53 | 42.67 | 43.79 | 44.94 | 46.12 | 47.33 | 48.58 | 49.86 | 51.17 | 52.51 | 53.90 |
| Librarian | L | | 36.82 | 37.88 | 38.92 | 39.97 | 41.03 | 42.11 | 43.21 | 44.35 | 45.52 | 46.71 | 47.94 | 49.20 | 50.50 |
| IT Coordinator | L | | 36.82 | 37.88 | 38.92 | 39.97 | 41.03 | 42.11 | 43.21 | 44.35 | 45.52 | 46.71 | 47.94 | 49.20 | 50.50 |
| Building Inspector II | K | | 34.36 | 35.33 | 36.33 | 37.30 | 38.29 | 39.29 | 40.33 | 41.39 | 42.48 | 43.59 | 44.74 | 45.92 | 47.12 |
| City Clerk | K | | 34.36 | 35.33 | 36.33 | 37.30 | 38.29 | 39.29 | 40.33 | 41.39 | 42.48 | 43.59 | 44.74 | 45.92 | 47.12 |
| Economic Development Coordinator | K | | 34.36 | 35.33 | 36.33 | 37.30 | 38.29 | 39.29 | 40.33 | 41.39 | 42.48 | 43.59 | 44.74 | 45.92 | 47.12 |
| GIS Coordinator | K | | 34.36 | 35.33 | 36.33 | 37.30 | 38.29 | 39.29 | 40.33 | 41.39 | 42.48 | 43.59 | 44.74 | 45.92 | 47.12 |
| Senior Accountant | J | | 31.87 | 32.79 | 33.71 | 34.61 | 35.53 | 36.46 | 37.42 | 38.40 | 39.41 | 40.45 | 41.51 | 42.60 | 43.73 |
| Housing Coordinator | J | | 31.87 | 32.79 | 33.71 | 34.61 | 35.53 | 36.46 | 37.42 | 38.40 | 39.41 | 40.45 | 41.51 | 42.60 | 43.73 |
| Planning & Zoning Coordinator | J | | 31.87 | 32.79 | 33.71 | 34.61 | 35.53 | 36.46 | 37.42 | 38.40 | 39.41 | 40.45 | 41.51 | 42.60 | 43.73 |
| Building Inspector | J | | 31.87 | 32.79 | 33.71 | 34.61 | 35.53 | 36.46 | 37.42 | 38.40 | 39.41 | 40.45 | 41.51 | 42.60 | 43.73 |
| Community Services Officer Supervisor | I | | 29.40 | 30.25 | 31.09 | 31.93 | 32.76 | 33.63 | 34.51 | 35.42 | 36.35 | 37.31 | 38.29 | 39.29 | 40.33 |
| Recreation Program Coordinator | I | | 29.40 | 30.25 | 31.09 | 31.93 | 32.76 | 33.63 | 34.51 | 35.42 | 36.35 | 37.31 | 38.29 | 39.29 | 40.33 |
| Records Supervisor | H | | 26.93 | 27.71 | 28.47 | 29.23 | 30.01 | 30.80 | 31.61 | 32.44 | 33.30 | 34.17 | 35.07 | 35.99 | 36.94 |
| Community Development Coordinator | H | | 26.93 | 27.71 | 28.47 | 29.23 | 30.01 | 30.80 | 31.61 | 32.44 | 33.30 | 34.17 | 35.07 | 35.99 | 36.94 |
| Payroll Benefits Specialist | H | | 26.93 | 27.71 | 28.47 | 29.23 | 30.01 | 30.80 | 31.61 | 32.44 | 33.30 | 34.17 | 35.07 | 35.99 | 36.94 |
| Communications Coordinator | H | | 26.93 | 27.71 | 28.47 | 29.23 | 30.01 | 30.80 | 31.61 | 32.44 | 33.30 | 34.17 | 35.07 | 35.99 | 36.94 |
| IT Technician | H | | 26.93 | 27.71 | 28.47 | 29.23 | 30.01 | 30.80 | 31.61 | 32.44 | 33.30 | 34.17 | 35.07 | 35.99 | 36.94 |

# Exhibit A (Continued)

| 2023 Wages (/hr.) - 2.00% COLA | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Non-Union | | Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| Job Title | Grade | | Start | 6 months | 6 months | 6 months | 6 months | 12 months | 12 months | 12 months | 12 months | 12 months | 12 months | 12 months | 24 months |
| City Administrator | V | | 67.20 | 69.13 | 71.04 | 72.97 | 74.88 | 76.85 | 78.87 | 80.95 | 83.08 | 85.26 | 87.50 | 89.81 | 92.17 |
| Finance Director | S | | 55.85 | 57.45 | 59.04 | 60.64 | 62.23 | 63.87 | 65.55 | 67.27 | 69.04 | 70.86 | 72.72 | 74.63 | 76.59 |
| Director of Engineering | S | | 55.85 | 57.45 | 59.04 | 60.64 | 62.23 | 63.87 | 65.55 | 67.27 | 69.04 | 70.86 | 72.72 | 74.63 | 76.59 |
| Chief of Police | S | | 55.85 | 57.45 | 59.04 | 60.64 | 62.23 | 63.87 | 65.55 | 67.27 | 69.04 | 70.86 | 72.72 | 74.63 | 76.59 |
| Director of Public Works | S | | 55.85 | 57.45 | 59.04 | 60.64 | 62.23 | 63.87 | 65.55 | 67.27 | 69.04 | 70.86 | 72.72 | 74.63 | 76.59 |
| Community & Economic Dev Director | S | | 55.85 | 57.45 | 59.04 | 60.64 | 62.23 | 63.87 | 65.55 | 67.27 | 69.04 | 70.86 | 72.72 | 74.63 | 76.59 |
| Parks and Recreation Director | R | | 52.71 | 54.21 | 55.72 | 57.22 | 58.72 | 60.27 | 61.85 | 63.48 | 65.15 | 66.86 | 68.62 | 70.42 | 72.28 |
| Fire Chief | R | | 52.71 | 54.21 | 55.72 | 57.22 | 58.72 | 60.27 | 61.85 | 63.48 | 65.15 | 66.86 | 68.62 | 70.42 | 72.28 |
| Library Director | R | | 52.71 | 54.21 | 55.72 | 57.22 | 58.72 | 60.27 | 61.85 | 63.48 | 65.15 | 66.86 | 68.62 | 70.42 | 72.28 |
| Human Resources Manager | Q | | 50.17 | 51.61 | 53.05 | 54.49 | 55.91 | 57.38 | 58.89 | 60.43 | 62.02 | 63.65 | 65.33 | 67.05 | 68.82 |
| Police Captain | O | | 45.13 | 46.41 | 47.71 | 49.00 | 50.28 | 51.61 | 52.96 | 54.36 | 55.79 | 57.25 | 58.76 | 60.31 | 61.90 |
| Engineering Supervisor | M | | 40.09 | 41.23 | 42.36 | 43.52 | 44.66 | 45.84 | 47.04 | 48.28 | 49.55 | 50.85 | 52.19 | 53.56 | 54.98 |
| PW Superintendent | M | | 40.09 | 41.23 | 42.36 | 43.52 | 44.66 | 45.84 | 47.04 | 48.28 | 49.55 | 50.85 | 52.19 | 53.56 | 54.98 |
| Building Official | M | | 40.09 | 41.23 | 42.36 | 43.52 | 44.66 | 45.84 | 47.04 | 48.28 | 49.55 | 50.85 | 52.19 | 53.56 | 54.98 |
| Assistant Finance Director | M | | 40.09 | 41.23 | 42.36 | 43.52 | 44.66 | 45.84 | 47.04 | 48.28 | 49.55 | 50.85 | 52.19 | 53.56 | 54.98 |
| City Planner | M | | 40.09 | 41.23 | 42.36 | 43.52 | 44.66 | 45.84 | 47.04 | 48.28 | 49.55 | 50.85 | 52.19 | 53.56 | 54.98 |
| Librarian | L | | 37.56 | 38.64 | 39.69 | 40.77 | 41.85 | 42.95 | 44.08 | 45.24 | 46.43 | 47.65 | 48.90 | 50.19 | 51.51 |
| IT Coordinator | L | | 37.56 | 38.64 | 39.69 | 40.77 | 41.85 | 42.95 | 44.08 | 45.24 | 46.43 | 47.65 | 48.90 | 50.19 | 51.51 |
| Building Inspector II | K | | 35.04 | 36.04 | 37.05 | 38.05 | 39.05 | 40.05 | 40.85 | 41.65 | 42.45 | 43.24 | 44.05 | 44.86 | 45.66 |
| City Clerk | K | | 35.04 | 36.04 | 37.05 | 38.05 | 39.05 | 40.08 | 41.13 | 42.21 | 43.32 | 44.46 | 45.63 | 46.83 | 48.07 |
| Economic Development Coordinator | K | | 35.04 | 36.04 | 37.05 | 38.05 | 39.05 | 40.08 | 41.13 | 42.21 | 43.32 | 44.46 | 45.63 | 46.83 | 48.07 |
| GIS Coordinator | K | | 35.04 | 36.04 | 37.05 | 38.05 | 39.05 | 40.08 | 41.13 | 42.21 | 43.32 | 44.46 | 45.63 | 46.83 | 48.07 |
| Senior Accountant | J | | 32.51 | 33.45 | 34.38 | 35.30 | 36.24 | 37.19 | 38.17 | 39.17 | 40.20 | 41.26 | 42.34 | 43.46 | 44.60 |
| Housing Coordinator | J | | 32.51 | 33.45 | 34.38 | 35.30 | 36.24 | 37.19 | 38.17 | 39.17 | 40.20 | 41.26 | 42.34 | 43.46 | 44.60 |
| Planning & Zoning Coordinator | J | | 32.51 | 33.45 | 34.38 | 35.30 | 36.24 | 37.19 | 38.17 | 39.17 | 40.20 | 41.26 | 42.34 | 43.46 | 44.60 |
| Building Inspector | J | | 32.51 | 33.45 | 34.38 | 35.30 | 36.24 | 37.19 | 38.17 | 39.17 | 40.20 | 41.26 | 42.34 | 43.46 | 44.60 |
| Community Services Officer Supervisor | I | | 29.99 | 30.85 | 31.71 | 32.57 | 33.42 | 34.30 | 35.20 | 36.13 | 37.08 | 38.05 | 39.05 | 40.08 | 41.14 |
| Recreation Program Coordinator | I | | 29.99 | 30.85 | 31.71 | 32.57 | 33.42 | 34.30 | 35.20 | 36.13 | 37.08 | 38.05 | 39.05 | 40.08 | 41.14 |
| Records Supervisor | H | | 27.47 | 28.26 | 29.04 | 29.82 | 30.61 | 31.42 | 32.25 | 33.09 | 33.96 | 34.86 | 35.77 | 36.71 | 37.68 |
| Community Development Coordinator | H | | 27.47 | 28.26 | 29.04 | 29.82 | 30.61 | 31.42 | 32.25 | 33.09 | 33.96 | 34.86 | 35.77 | 36.71 | 37.68 |
| Payroll Benefits Specialist | H | | 27.47 | 28.26 | 29.04 | 29.82 | 30.61 | 31.42 | 32.25 | 33.09 | 33.96 | 34.86 | 35.77 | 36.71 | 37.68 |
| Communications Coordinator | H | | 27.47 | 28.26 | 29.04 | 29.82 | 30.61 | 31.42 | 32.25 | 33.09 | 33.96 | 34.86 | 35.77 | 36.71 | 37.68 |
| IT Technician | H | | 27.47 | 28.26 | 29.04 | 29.82 | 30.61 | 31.42 | 32.25 | 33.09 | 33.96 | 34.86 | 35.77 | 36.71 | 37.68 |

# Exhibit A (Continued)

| 2024 Wages (/hr.) - 2.25% COLA | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Non-Union | | Step | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| Job Title | Grade | | Start | 6 months | 6 months | 6 months | 6 months | 12 months | 12 months | 12 months | 12 months | 12 months | 12 months | 12 months | 24 months |
| City Administrator | V | | 68.71 | 70.68 | 72.64 | 74.61 | 76.57 | 78.58 | 80.65 | 82.77 | 84.95 | 87.18 | 89.47 | 91.83 | 94.24 |
| Finance Director | S | | 57.11 | 58.74 | 60.37 | 62.00 | 63.63 | 65.31 | 67.02 | 68.79 | 70.59 | 72.45 | 74.36 | 76.31 | 78.31 |
| Director of Engineering | S | | 57.11 | 58.74 | 60.37 | 62.00 | 63.63 | 65.31 | 67.02 | 68.79 | 70.59 | 72.45 | 74.36 | 76.31 | 78.31 |
| Chief of Police | S | | 57.11 | 58.74 | 60.37 | 62.00 | 63.63 | 65.31 | 67.02 | 68.79 | 70.59 | 72.45 | 74.36 | 76.31 | 78.31 |
| Director of Public Works | S | | 57.11 | 58.74 | 60.37 | 62.00 | 63.63 | 65.31 | 67.02 | 68.79 | 70.59 | 72.45 | 74.36 | 76.31 | 78.31 |
| Community & Economic Dev Director | S | | 57.11 | 58.74 | 60.37 | 62.00 | 63.63 | 65.31 | 67.02 | 68.79 | 70.59 | 72.45 | 74.36 | 76.31 | 78.31 |
| Parks and Recreation Director | R | | 53.89 | 55.43 | 56.97 | 58.51 | 60.04 | 61.62 | 63.24 | 64.91 | 66.61 | 68.37 | 70.16 | 72.01 | 73.90 |
| Fire Chief | R | | 53.89 | 55.43 | 56.97 | 58.51 | 60.04 | 61.62 | 63.24 | 64.91 | 66.61 | 68.37 | 70.16 | 72.01 | 73.90 |
| Library Director | R | | 53.89 | 55.43 | 56.97 | 58.51 | 60.04 | 61.62 | 63.24 | 64.91 | 66.61 | 68.37 | 70.16 | 72.01 | 73.90 |
| Human Resources Manager | Q | | 51.30 | 52.77 | 54.24 | 55.71 | 57.16 | 58.67 | 60.21 | 61.79 | 63.42 | 65.09 | 66.80 | 68.56 | 70.37 |
| Police Captain | O | | 46.14 | 47.46 | 48.78 | 50.10 | 51.42 | 52.77 | 54.16 | 55.58 | 57.04 | 58.54 | 60.08 | 61.66 | 63.29 |
| Engineering Supervisor | M | | 40.99 | 42.15 | 43.32 | 44.50 | 45.67 | 46.87 | 48.10 | 49.37 | 50.66 | 52.00 | 53.36 | 54.77 | 56.21 |
| PW Superintendent | M | | 40.99 | 42.15 | 43.32 | 44.50 | 45.67 | 46.87 | 48.10 | 49.37 | 50.66 | 52.00 | 53.36 | 54.77 | 56.21 |
| Building Official | M | | 40.99 | 42.15 | 43.32 | 44.50 | 45.67 | 46.87 | 48.10 | 49.37 | 50.66 | 52.00 | 53.36 | 54.77 | 56.21 |
| Assistant Finance Director | M | | 40.99 | 42.15 | 43.32 | 44.50 | 45.67 | 46.87 | 48.10 | 49.37 | 50.66 | 52.00 | 53.36 | 54.77 | 56.21 |
| City Planner | M | | 40.99 | 42.15 | 43.32 | 44.50 | 45.67 | 46.87 | 48.10 | 49.37 | 50.66 | 52.00 | 53.36 | 54.77 | 56.21 |
| Librarian | L | | 38.41 | 39.51 | 40.59 | 41.69 | 42.79 | 43.91 | 45.07 | 46.25 | 47.47 | 48.72 | 50.00 | 51.32 | 52.67 |
| IT Coordinator | L | | 38.41 | 39.51 | 40.59 | 41.69 | 42.79 | 43.91 | 45.07 | 46.25 | 47.47 | 48.72 | 50.00 | 51.32 | 52.67 |
| Building Inspector II | K | | 35.83 | 36.85 | 37.89 | 38.90 | 39.93 | 40.95 | 41.77 | 42.59 | 43.40 | 44.22 | 45.04 | 45.87 | 46.68 |
| City Clerk | K | | 35.83 | 36.85 | 37.89 | 38.90 | 39.93 | 40.98 | 42.06 | 43.16 | 44.30 | 45.46 | 46.66 | 47.89 | 49.15 |
| Economic Development Coordinator | K | | 35.83 | 36.85 | 37.89 | 38.90 | 39.93 | 40.98 | 42.06 | 43.16 | 44.30 | 45.46 | 46.66 | 47.89 | 49.15 |
| GIS Coordinator | K | | 35.83 | 36.85 | 37.89 | 38.90 | 39.93 | 40.98 | 42.06 | 43.16 | 44.30 | 45.46 | 46.66 | 47.89 | 49.15 |
| Senior Accountant | J | | 33.24 | 34.20 | 35.16 | 36.10 | 37.05 | 38.03 | 39.03 | 40.05 | 41.11 | 42.19 | 43.30 | 44.43 | 45.61 |
| Housing Coordinator | J | | 33.24 | 34.20 | 35.16 | 36.10 | 37.05 | 38.03 | 39.03 | 40.05 | 41.11 | 42.19 | 43.30 | 44.43 | 45.61 |
| Planning & Zoning Coordinator | J | | 33.24 | 34.20 | 35.16 | 36.10 | 37.05 | 38.03 | 39.03 | 40.05 | 41.11 | 42.19 | 43.30 | 44.43 | 45.61 |
| Building Inspector | J | | 33.24 | 34.20 | 35.16 | 36.10 | 37.05 | 38.03 | 39.03 | 40.05 | 41.11 | 42.19 | 43.30 | 44.43 | 45.61 |
| Community Services Officer Supervisor | I | | 30.67 | 31.55 | 32.42 | 33.30 | 34.17 | 35.07 | 35.99 | 36.94 | 37.91 | 38.91 | 39.93 | 40.98 | 42.06 |
| Recreation Program Coordinator | I | | 30.67 | 31.55 | 32.42 | 33.30 | 34.17 | 35.07 | 35.99 | 36.94 | 37.91 | 38.91 | 39.93 | 40.98 | 42.06 |
| Records Supervisor | H | | 28.08 | 28.90 | 29.69 | 30.49 | 31.30 | 32.13 | 32.97 | 33.84 | 34.73 | 35.64 | 36.58 | 37.54 | 38.53 |
| Community Development Coordinator | H | | 28.08 | 28.90 | 29.69 | 30.49 | 31.30 | 32.13 | 32.97 | 33.84 | 34.73 | 35.64 | 36.58 | 37.54 | 38.53 |
| Payroll Benefits Specialist | H | | 28.08 | 28.90 | 29.69 | 30.49 | 31.30 | 32.13 | 32.97 | 33.84 | 34.73 | 35.64 | 36.58 | 37.54 | 38.53 |
| Communications Coordinator | H | | 28.08 | 28.90 | 29.69 | 30.49 | 31.30 | 32.13 | 32.97 | 33.84 | 34.73 | 35.64 | 36.58 | 37.54 | 38.53 |
| IT Technician | H | | 28.08 | 28.90 | 29.69 | 30.49 | 31.30 | 32.13 | 32.97 | 33.84 | 34.73 | 35.64 | 36.58 | 37.54 | 38.53 |

## Exhibit B

## CITY OF FARIBAULT

## ESTABLISHING COMPENSATION FOR PAID ON-CALL FIREFIGHTERS FOR 2022 - 2024

The compensation package for Paid On-Call Firefighters that are employed by the City of Faribault is as follows:

Section 1: The hourly compensation for a probationary Paid On-Call Firefighter is $15.13 per hour effective January 1, 2022, $15.44 per hour effective January 1, 2023 and $15.78 per hour effective January 1, 2024.

Section 2: The hourly compensation for a Paid On-Call Firefighter is $20.83 per hour effective January 1, 2022, $21.24 per hour effective January 1, 2023 and $21.72 per hour effective January 1, 2024.

Section 3: A Paid On-Call Firefighter will receive $200.00 per twelve months from December 1, 2021 to November 30, 2024 with an active EMT certification.

Section 4: A Paid On-Call Firefighter will receive annual years of service awards, as follows, if performance standards as set forth in Fire Department Policy AP-023 are met:

- 1-5 years of service: $1,000
- 6-10 years of service: $1,500
- 11-15 years of service: $2,000
- 16+ years of service: $2,500

Section 5: A Paid On-Call Firefighter will receive a two-hour minimum for all paged events.

Section 6: Each Paid On-Call Firefighter will be covered by a $25,000 life insurance policy obtained by the City of Faribault.

## Exhibit C

| CITY OF FARIBAULT | |
|---|---|
| **POSITION CLASSIFICATION AND WAGE PLAN FOR 2022, 2023 & 2024** | |
| **SEASONAL/TEMPORARY/PART-TIME/NON-BENEFITTED EMPLOYEES** | |
| | |
| **Group 1** | |
| Concessions and Front Desk | $12.50 - 15.50 |
| Library Mending Aide | $11.00 - 14.00 |
| Library Page | $11.00 - 14.00 |
| Youth Staff | $12.50 - 15.50 |
| Circulation Desk Aide | $13.00 - 16.00 |
| Youth Leaders | $12.75 - 17.00 |
| Lifeguard and Swim Instructor | $12.75 - 16.00 |
| Building Supervisor | $12.75 - 17.00 |
| Recreation Supervisor | $13.00 - 17.00 |
| Parks Seasonal | $13.00 - 17.00 |
| Pool Manager | $13.00 - 17.00 |
| Public Works Streets/Utilities/Wastewater Seasonal | $13.00 - 17.00 |
| Interns - All Departments | $12.00 - 17.00 |
| Water Fitness Instructor | $13.00 - 17.00 |
| Aquatics Assistant | $13.00 - 17.00 |
| Pool Maintenance | $13.00 - 17.00 |
| Engineering Seasonal | $13.00 - 17.00 |
| | |
| **Skilled Instructors/Assistant/Official** | |
| Election Judges | $13.00 |
| Head Election Judges | $15.00 |
| Youth Officials (All Sports 4th - 5th grades) | $12.50 - 16.00 |
| Youth Officials (All Sports 6th - 7th grades) | $12.50 - 19.00 |
| Aquatics Instructor/Trainer | $12.50 - 18.00 |
| Swim Lesson Coordinator | $12.50 - 18.00 |
| Group Exercise Instructor | $12.50 - 18.00 |
| Taekwondo Instructor | $13.00 - 20.00 |
| Volleyball Official (1 hr or 45 minute matches) | $14.00 - 25.00 |
| Cub Football Official | $14.00 - 26.00/game |
| Athletic Officials/ Umpires (Certified) | $20.00 - 26.00/game |
| Enrichment | Negotiable |
| Music in the Park Coordinator | Negotiable |
| Youth Sports Director (All Sports) | Negotiable |
| | |
| At any time the Minnesota State minimum wage requirements are increased, any position that falls below the new minimum wage will be adjusted to the new rate. | |

# Request for Council Action

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **THROUGH:** | Tim Murray, City Administrator |
| **FROM:** | Kevin Bushard, Human Resources Manager |
| **MEETING DATE:** | September 27, 2022 |
| **SUBJECT:** | Approve Job Description and MOU for CBA with Local 70 2022-2024 |

---

**Background:**

With the reorganization of the Community and Economic Development Department and review of recruitment and retention, the City has created a Memorandum of Understanding (MOU) with Local 70. This is in association with the current CBA with Local 70, for the period of 2022-2024.

Staff is recommending approval of the job description and classification for the addition of the Rental Housing Technician position in the CBA. The Rental Housing Technician has been independently scored and classified as a non-exempt, hourly, union position, with an evaluation score of 406, which places it at wage Grade "G".The current Planning and Rental Technician position will not be filled and would removed from all future CBA's.

In further discussion on retention, City Council has also agreed to offer an additional floating holiday for all contracts and compensation plans for calendar years 2023 and 2024.

**Recommendation:**

Staff recommends approving the job description and MOU with Local 70 2022-2024.

**Attachments:**

1. MOU_--_Faribault_and_Local_No__70 Rental Housing Technician - Floating Holiday
2. Rental Housing Technician - 2022

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the City of Faribault, hereafter called the City, and the International Union of Operating Engineers, Local No. 70, hereafter called the Union.

**WHEREAS,** City and Union are parties to a collective bargaining agreement (CBA) for the time period of January 1, 2022 through December 31, 2024; and

**WHEREAS**, the City is implementing a number of position changes as part of reorganization within the Community and Economic Development Department that includes the addition of a Rental Technician position to the CBA; and

**WHEREAS**, said reorganization also includes the elimination of the Planning and Rental Technician position that is included in the CBA; and

**WHEREAS**, the position of Rental Housing Technician has been independently scored and classified as a non-exempt, hourly, union position, with an evaluation score of 406, which places it at wage Grade "G"; and

**WHEREAS**, the City and Union agree that Article 4 MANAGEMENT RIGHTS gives the City the ability to create, modify, and eliminate positions to better provide services in the best interest of the community; and

**WHEREAS**, the City recognizes there is a position of Planning and Rental Technician that is currently in the CBA that will be open and not filled for the remainder of the contract period 2022-2024, and be removed from any future contracts; and

**WHEREAS**, the City has considered additional incentives for retention and recruitment and with that add an additional floating holiday to the CBA Article 17.1 Holiday Schedule.

**NOW, THEREFORE**, the City and Union agree to amend the CBA in accordance with the following terms and conditions of this MOU:

1. The City and Union agree to add the new position of Rental Housing Technician, Grade G, to the listing of positions and the 2022, 2023, and 2024 wage tables in Article 24.1 of the CBA.

2. The City and Union agree that the existing position of Planning and Rental Technician will not be filled for the remainder of the CBA.

3. The City and Union agree that, for calendar years 2023 and 2024, Article 17.1 is hereby modified to increase the number of floating holidays from one (1) to two (2) per year.

Note: Any other arrangements or changes to the Collective Bargaining Agreement between the City and Union shall be negotiated and/or changed through further Memoranda of Understanding.

**[THE REST OF THIS PAGE IS INTENTIONALLY BLANK]**

**[SIGNATURE PAGE TO FOLLOW]**

CITY OF FARIBAULT, MINNESOTA
A Municipal Corporation

By _____
Mayor

By _____
City Administrator

Dated: _____, 2022

INTERNATIONAL UNION OF OPERATING ENGINEERS, LOCAL NO. 70

By _____
Business Manager

By _____
President

By _____
Business Agent

By _____
Steward

By _____
Steward

By _____
Steward

By _____
Steward

By _____
Steward

By _____
Steward

By _____
Secretary

Dated: _____, 2022

**CITY OF FARIBAULT**
**POSITION DESCRIPTION**

**Position Title:** Rental Housing Technician
**Department:** Community & Economic Development
**FLSA Status:** Non-Exempt
**Date:** February 2022

---

## General Purpose

Under the general supervision of the Building Official, the Rental Housing Technician manages all aspects of the rental housing licensing program, and ensures compliance with the City's property maintenance code for rental properties and other properties throughout the city.

## Supervision Received

Works under the supervision of the Building Official.

## Supervision Exercised

This position does not directly supervise others, but must coordinate with other staff within and outside of the department, and act as a resource for landlords and tenants throughout the city.

## Description

Under the direction and general supervision of the Building Official, the Rental Housing Technician is primarily responsible for management, implementation, and enforcement of the City's rental licensing program (Article V. Rental Dwelling Licenses of the Code of Ordinances). This position manages all aspects of the rental licensing program, including processing of applications, review and determination that applicants meet program requirements, scheduling and conducting inspections, ensuring compliance, processing criminal complaints, making recommendations regarding licenses, and invoicing – to ensure that the rental housing stock in the City of Faribault is decent, safe and sanitary and is operated and maintained so as not to become a nuisance to the neighborhood, foster blight, or disincentivize reinvestment in the community. The position requires good judgement and discretion, and the ability to communicate effectively with the public, attorneys, and others. The position regularly communicates with landlords and tenants, is responsible for ensuring compliance of program requirements including the property maintenance codes, and coordinates

enforcement efforts as required. This position also assists with other property inspections as requested, and as time permits the proactive enforcement of the property maintenance code for non-rental units throughout the community.

## Essential Duties and Responsibilities

Performs routine administrative and technical tasks related to the enforcement of the City Rental License Program and property maintenance codes.

1. Accept and review rental license applications.
2. Schedules all inspections – initial, re-inspections, annual, and complaint inspections. Average 900 inspections annually.
3. Maintain all records associated with the Rental License Program. This includes applications, inspection records, correction notices, licenses, and other information as required to administer the program.
4. Ensure compliance with the Rental License Program and the Property Maintenance Code.
5. Communicate necessary compliance measures and corrective actions to landlords. If compliance is not reached, prepare and process criminal complaints for code violations.
6. Coordinate with the Police Department, who is responsible for the crime-free portion of the Rental Ordinance.
7. Assist other governmental agencies with public health and wellness checks. Communicate results of inspections to the appropriate agencies.
8. Provide information to the public on property maintenance code enforcement, rental license program, enforcement, and related matters.
9. Prepares and distributes a variety of correspondence, memorandum notices, and other written materials related to code enforcement issues and actions. Prepares and distributes a variety of correspondence, memorandum notices, and other written materials related to code enforcement issues and actions.
10. Assists the Building Official and other divisions within the department with inspections upon request. Inspections may pertain to other city ordinances, complaints, and project closeouts.

## Minimum Qualifications

**Education:** Graduation from High School or GED equivalent.

**Experience:** No experience is required.

Minnesota drivers license is required at time of hire.

**Desired Qualifications:**

- Working knowledge of building codes, etc.
- Inspections experience (Housing Quality Standards/HUD guidelines)

## Tools and Equipment Used

Personal computer including software packages such as Microsoft Office Suite, Laserfiche software, permit management software (such as Permit Works) and financial software (such as Springbrook); phone, copy machine; fax machine; postage machine, large format and standard document scanners, TDD system.

## Physical Demands

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is frequently required to sit and talk or hear; use hands to finger, handle or feel objects, tools, or controls, reach with hands and arms.

The employee is often required to walk, is exposed to outdoor weather conditions, and extreme temperatures. The employee must occasionally lift and/or move up to 25 pounds. Specific vision abilities required by this job include close vision and the ability to adjust focus.

## Work Environment

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

The noise level in the work environment is usually quiet.

**OTHER**

The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.

The job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

# Request for Council Action

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **THROUGH:** | Tim Murray, City Administrator |
| **FROM:** | Kevin Bushard, Human Resources Manager |
| **MEETING DATE:** | September 27, 2022 |
| **SUBJECT:** | Approve MOU with MNPEA 2022-2024 |

---

**Background:**

In discussion on retention, City Council has agreed to offer an additional floating holiday for all contracts and compensation plans for calendar years 2023 and 2024.

MNPEA is also requesting to add the Health Care Savings Plan (HCSP) to the CBA. A vote was held within the group and all members elected to put all sick leave buybacks in a HCSP account, Article 21.8 Sick Leave. It will read as this: "Employees shall be compensated through a Health Care Savings Plan account (HCSP), at a rate of one hour of pay for each three hours of unused sick leave in excess of 500 hours".

**Recommendation:**

Approve MOU with MNPEA 2022-2024

**Attachments:**

1. MOU_--_Faribault_and_MNPEA 2022-2024

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding (MOU) is entered into between the City of Faribault, hereafter called the City, and the Minnesota Public Employees Association (MNPEA), hereafter called the Union.

**WHEREAS,** City and Union are parties to a collective bargaining agreement (CBA) for the time period of January 1, 2022 through December 31, 2024; and

**WHEREAS**, the City has considered additional incentives for retention and recruitment and with that add an additional floating holiday to the CBA Article 17.1 Holiday Schedule; and

**WHEREAS**, City and Union have agreed to include a Health Care Savings Plan (HCSP) for Article 21.8 Sick Leave.

**NOW, THEREFORE**, the City and Union agree to amend the CBA in accordance with the following terms and conditions of this MOU:

1. The City and Union agree that, for calendar years 2023 and 2024, Article 17.1 is hereby modified to increase the number of floating holidays from one (1) to two (2) per year.

2. The City and Union agree to add a HCSP into article 21.8 Sick Leave, that will add language to state: "Employees shall be compensated through a Health Care Savings Plan account (HCSP), at a rate of one hour of pay for each three hours of unused sick leave in excess of 500 hours,"

Note: Any other arrangements or changes to the Collective Bargaining Agreement between the City and Union shall be negotiated and/or changed through further Memoranda of Understanding.

**[THE REST OF THIS PAGE IS INTENTIONALLY BLANK]**

**[SIGNATURE PAGE TO FOLLOW]**

For the City of Faribault:

_____
Kevin F. Voracek, Mayor

_____
Timothy C. Murray, City Administrator

Dated: _____, 2022

For MNPEA:

_____
Business Agent

_____
Union Steward

_____
Union Steward

Dated: _____, 2022

# Request for Council Action

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **THROUGH:** | Tim Murray, City Administrator |
| **FROM:** | Travis Block, Public Works Director |
| **MEETING DATE:** | September 27, 2022 |
| **SUBJECT:** | Approve MOU with Minnesota Pollution Control Agency |

**Background:**

Poly-fluorinated substances (PFAS) are manmade chemicals that have been found in various waters throughout the State. PFAS chemicals are toxic to people and do not easily break down in the environment, often leading to them being referred to as "forever chemicals". PFAS chemicals have become a recent focus for potential environmental pollution by the Minnesota Pollution Control Agency (MPCA).

The MPCA has initiated efforts to monitor PFAS levels in receiving waters where waste water treatment plants discharge into. The intent of the monitoring efforts is to sample and test PFAS levels in wastewater discharge. Significant Industrial Users (SIU's) are potential sources of PFAS chemicals. Since the City has SIU's, the Water Reclamation Facility (WRF) is being asked to sample influent flow for PFAS presence. As part of this monitoring, the MPCA has drafted a memorandum of understating (MOU) that outlines the parameters and schedule of testing and other activities associated with the PFAS monitoring plan.

The MOU contains the following phases:

- Inventory of potential PFAS sources.
- PFAS sampling plan.
- PFAS Pollutant Management Plan.
- Implementation of PFAS Pollutant Management Plan.

The sampling will begin in 2023 and continue into 2024. This data will be used to develop the Management Plan. The Management and Implementation Plans will focus on source reduction should PFAS be

detected. This is a voluntary agreement for the monitoring of PFAS and there are no discharge limits for PFAS under the MOU.

**Recommendation:**

Approve MOU with the Minnesota Pollution Control Agency

**Attachments:**

1. PFAS MOU

**Memorandum of Understanding Between your Minnesota District or City and The Minnesota Pollution Control Agency for the Statewide Monitoring of Per- and Polyfluoroalkyl Substances (PFAS)**

This Memorandum of Understanding is between your Minnesota (District or City) and the Minnesota Pollution Control Agency (MPCA).

**Whereas,** PFAS is a known class of environmental contaminants with thousands of unique chemical structures which are persistent in the environment, bioaccumulative, and are in widespread use in industrial, commercial, and household applications;

**Whereas,** municipal wastewater treatment facilities can be one conduit for the release of PFAS into the environment;

**Whereas,** municipal wastewater treatment facilities have control over their users through National Pollutant Discharge Elimination Discharge (NPDES) permits issued to permittees in Minnesota;

**Whereas,** your permitted wastewater treatment facility has been identified as having significant industrial users that may be contributing to PFAS levels entering your facility;

**Whereas,** to protect human health and the environment, the MPCA established goals to identify and reduce PFAS in the environment through implementation of the 2022 PFAS Monitoring Plan, that seeks to partner with all sources to reduce releases to the air, water, and land;

**Whereas,** Legislative funding has been appropriated to assist municipal wastewater treatment facilities to identify sources of PFAS as well as identify potential source reduction activities. A contract has been executed between Antea Group and the MPCA where PFAS Source Identification & Reduction tools will be developed. These tools shall be used in conjunction with the development of PFAS pollutant management plans; and

**Whereas,** MPCA Municipal wastewater contacts for the PFAS Monitoring Plan are:

Jaramie Logelin, jaramie.logelin@state.mn.us, 218-302-6640 or

Sherry Bock, sheryl.bock@state.mn.us, 218-316-3882.

**Therefore,** Phase I of the PFAS Monitoring Plan includes a goal that all municipal wastewater treatment facilities, which have delegated pretreatment programs or have identified one or more significant industrial users, will:

A. Participate in the identification and understanding of sources of PFAS entering into your wastewater treatment facility;

B. Communicate with your industrial users and other users in the community regarding the importance of identifying and reducing sources of PFAS to your collection system; and

C. Take actions to minimize the release of PFAS to the environment, including collaborating with the identified sources, monitoring wastewater systems, and adhering to established best management practices for air, water, and waste releases.

In furtherance of these goals, your District or City and MPCA agree to the following actions:

**Wastewater Treatment Facility Actions**

1. **Inventory of potential PFAS sources.**

    a. By October 15, 2022, start inventorying industrial users that may be potential PFAS contributors to your wastewater collection system.

        i. The initial inventory should identify all industrial users, including but not limited to, all significant industrial users, categorical industrial users, and nonsignificant industrial users.

    b. Complete the inventory of potential sources for use in your pollutant management plan by June 1, 2023. Maintain the inventory onsite.

2. **PFAS sampling plan.**

    a. By December 1, 2022, develop and submit to the MPCA a PFAS Sampling Plan specific to the District's or City's PFAS influent monitoring.

        i. The PFAS Sampling Plan must follow MPCA's updated analytical fact sheet for Per- and Polyfluoroalkyl substances: Guidance for Per- and Polyfluorinated Alkyl Substance: Analytical (state.mn.us).

        ii. The PFAS Sampling Plan must include, but not be limited to, specific sample location, sample collection type, who will be collecting samples (Permittee or contractor), selected lab for analysis and sample analysis method the lab will be using including the reporting limit of each of the PFAS compounds. All samples should be unfiltered and collected at facilities WS influent station. Each sample shall include at a minimum all PFAS compounds listed in Appendix A. Please note the reporting limits in Appendix A for the six bolded parameters. All other parameters have a goal of under 4 nanograms per liter (ng/L) but will be subject to change upon guidance revisions.

    b. By January 1, 2023, begin implementing the completed PFAS sampling plan, which details sampling efforts required by items below, to determine concentrations of PFAS entering your wastewater treatment facility.

    c. Collect round one influent sample by January 31, 2023.

    d. By March 1, 2023, submit the first round of influent sampling monitoring data into MPCA's EQuIS database. The monitoring data may be submitted by the city or their accredited lab.

    e. Collect round two influent sample by April 30, 2023.

    f. By June 1, 2023, submit the second round of influent sampling monitoring data into MPCA's EQuIS database. The monitoring data may be submitted by the city or their accredited lab.

    g. Collect round three influent sample by January 31, 2024.

h. By March 1, 2024, submit the third round of influent sampling monitoring data into MPCA's EQuIS database. The monitoring data may be submitted by the city or their accredited lab.

i. Collect round four influent sample by April 30, 2024.

j. By June 1, 2024, submit the fourth round of influent sampling monitoring data into MPCA's EQuIS database. The monitoring data may be submitted by the city or their accredited lab.

**3. PFAS Pollutant Management Plan.**

a. By 30 days after receipt of MPCA's Legislative PFAS Source Identification & Reduction Tool Kit (see MPCA Responsibility #4 below), start to develop a source reduction plan or PFAS Pollutant Management Plan. The goal will be to identify all PFAS sources entering your facility and to promote source reduction activities for those sources.

b. By December 31, 2023, submit the completed PFAS Pollutant Management Plan to the MPCA.

**4. Implementation of PFAS Pollutant Management Plan.**

a. By 30 days after the submittal of the PFAS Pollutant Management Plan, provide continuing education and information to its industrial users and the community on reducing PFAS. Implement source reduction plan and begin implementing follow-up PFAS reduction actions based on MPCA developed response thresholds as identified in MPCA Responsibilities item #5.

**5. Continual**

Operating and maintaining your wastewater treatment systems to optimize reduction activities.

**MPCA Responsibilities**

1. By November 1, 2022, establish monitoring and sampling criteria, and a process to capture the data in MPCA's EQuIS database.

2. By November 1, 2022, finalize and distribute a final sampling and analysis guide to be used by all facilities.

3. By January 1, 2023, assist in the development of educational efforts to educate communities on PFAS and its impact on Minnesota's lakes, streams, aquatic life, human health, and alternatives to current uses.

4. Develop and distribute a Legislative Tool Kit to all applicable permittees.

5. By July 1, 2023, develop response thresholds based on first and second rounds sample results.

**Joint City/MPCA Responsibilities**

1. Collaborate on efforts to work with suppliers, manufacturers, educational institutions, and other interested parties to reduce the use of PFAS in products and procedures where pragmatic alternatives exist.

2. Annually by July 1, evaluate progress for each party meeting the objectives of this agreement.

3. Collaborate to develop communication strategies for the public to understand the data and information gained from this joint effort to manage PFAS.

**Terms and Conditions**

This is a voluntary agreement and can be nullified by either party at any time.

This agreement does not amend, nor shall it be construed as part of the National Pollutant Discharge Elimination System (NPDES) permit for your wastewater treatment facility, however the MPCA expects compliance with provisions within this agreement and reserves the right to utilize MPCA authority under Minn. Stat. § 115.03 to obtain and collect data and information as needed.

**Authorized Representatives**

The District's or City's Authorized Representative for purposes of administration of the Memorandum of Understanding is:

District's (Name) or City of (Name)

By: _____

Name: _____

Title: _____

Date: _____

The MPCA's Authorized Representative for purposes of administration of this Memorandum of Understanding is:

**STATE OF MINNESOTA**
**POLLUTION CONTROL AGENCY**

By: _____
Katrina Kessler, P.E.
Commissioner

Date: _____

Appendix A

Minimum list of requested PFAS Compounds

| Compound (Acronym) (Source of Compound list and Reporting Limit (RL) goals* found here) *Subject to change upon guidance revision | Aqueous Reporting Limit (RL) Goals (ng/L) | CAS Number |
|---|---|---|
| **Perfluorobutanate (PFBA)** | under 4 | 375-22-4 |
| Perfluoropentanoate (PFPeA) | | 2706-90-3 |
| **Perfluorohexanoate (PFHxA)** | under 4 | 307-24-4 |
| Perfluoroheptanoate (PFHpA) | | 375-85-9 |
| **Perfluorooctanoate (PFOA)** | under 4 | 335-67-1 |
| Perfluorononanoate (PFNA) | | 375-95-1 |
| Perfluorodecanoate (PFDA) | | 335-76-2 |
| Perfluoroundecanoate (PFUnA) | | 2058-94-8 |
| Perfluorododecanoate (PFDoA) | | 307-55-1 |
| Perfluorotridecanoic Acid (PFTrDA) | | 72629-94-8 |
| Perfluorotetradecanoic acid (PFTeDA) | | 376-06-7 |
| **Perfluorobutanesulfonate (PFBS)** | under 4 | 375-73-5 |
| Perfluoropentanesulfonate (PFPeS) | | 2706-91-4 |
| **Perfluorohexanesulfonate (PFHxS)** | under 4 | 355-46-4 |
| Perfluoroheptanesulfonate (PFHpS) | | 375-92-8 |
| **Perfluorooctanesulfonate (PFOS)** | under 4 | 1763-23-1 |
| Perfluorononanesulfonate (PFNS) | | 474511-07-4 |
| Perfluorodecanesulfonate (PFDS) | | 335-77-3 |
| Perfluorododecanesulfonate (PFDoS) | | 79780-39-5 |
| 4:2 Fluorotelomer sulfonic acid (4:2 FTS) | | 757124-72-4 |
| 6:2 Fluorotelomer sulfonic acid (6:2 FTS) | | 27619-97-2 |
| 8:2 Fluorotelomer sulfonic acid (8:2 FTS) | | 39108-34-4 |
| N-Methylperfluorooctanesulfonamidoacetic acid (N-MeFOSAA) | | 2355-31-9 |
| N-Methylperfluorooctanesulfonamidoacetic acid (N-EtFOSAA) | | 2991-50-6 |
| Perfluorooctane Sulfonamide (PFOSA) | | 754-91-6 |
| N-Methyl perfluorooctane sulfonamide (N-MeFOSA) | | 31506-32-8 |

| Compound (Acronym) (Source of Compound list and Reporting Limit (RL) goals* found here) *Subject to change upon guidance revision | Aqueous Reporting Limit (RL) Goals (ng/L) | CAS Number |
|---|---|---|
| N-Ethyl perfluorooctane sulfonamide (N-EtFOSA) | | 4151-50-2 |
| N-Methyl perfluorooctane sulfonamidoethanol (N-MeFOSE) | | 24448-09-7 |
| N-Ethyl perfluorooctane sulfonamidoethanol (N-EtFOSE) | | 1691-99-2 |
| Hexafluoropropylene oxide dimer acid (HFPO-DA) | | 13252-13-6 |
| 3H-Perfluoro-3-[(3-methoxy-propoxy) propanoic acid] (ADONA) | | 919005-14-4 |
| 9-Chlorohexadecafluoro-3-oxane-1-sulfonic acid (9Cl-PF3ONS) | | 756426-58-1 |
| 11-chloroeicosafluoro-3-oxaundecane-1-sulfonic acid (11CL-PF3OUdS) | | 763051-92-9 |

# Request for Council Action

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **THROUGH:** | Tim Murray, City Administrator |
| **FROM:** | Travis Block, Public Works Director |
| **MEETING DATE:** | September 27, 2022 |
| **SUBJECT:** | Approve Amended Chemical Bid from Hawkins |

**Background:**

Hawkins Inc. is the current supplier of ferric chloride, the chemical used to remove phosphorus from the wastewater discharge at the Water Reclamation Facility (WRF). Hawkins Inc. provides the chemical to the City at the price of $1.78 per gallon as quoted and approved by Council under the seasonal bid process in November 2021.

Due to the increase in the cost of raw materials used to produce the chemical, the manufacturer of ferric chloride, Kemira Water Inc. has cancelled their contract with Hawkins Inc. This has resulted in a price increase of 25% for Hawkins Inc.

Hawkins Inc. is asking that their bid be amended to account for the 25% increase resulting in the price increasing from $1.78 to $2.0867 per gallon through December 31, 2022.

**Recommendation:**

Approve Amended Chemical Bid for Ferric Chloride from Hawkins Inc.

**Attachments:**

1. Hawkins Letter

August 25, 2022

Hawkins, Inc.
2381 Rosegate
Roseville, MN 55113
Phone: (612) 331-6910
Fax: (612) 331-5304

Travis Block, Public Works Director
City of Faribault
1200 Belview Trail
Faribault MN 55021

Dear Travis:

The Manufacturer of the Ferric Chloride we distribute, Kemira Water Inc., has cancelled the Contract we had in place with them for calendar year 2022. All support numbers for Contracted and Bid accounts were voided. This is in direct response to the overwhelming cost increases on the raw materials used in production.

In addition to the contract change, Kemira instituted a 25% increase in pricing on all Ferric Chloride shipments. Hawkins can not absorb this level of increase and has no recourse but to request a pricing variance from our customers.

We respectfully ask for assistance in getting through the extraordinary time of cost increases and raw material shortages.

Hawkins is asking for a 25 percent increase in the $ 1.78 bid amount from November of 2021. We propose a price of $2.0867 per gallon through December 31, 2022.

Thank you for your review of this. Please let our Technical Sales Representative know of any additional requests or questions you may have.

Respectfully,

Douglas Lange
Vice President, Hawkins Water Treatment Group.

EOE/AA/M/F/Disabled/Veteran

# Request for Council Action

**TO:** Mayor and City Council
**THROUGH:**
**FROM:** Tim Murray, City Administrator
**MEETING DATE:** September 27, 2022
**SUBJECT:** Approve Release Agreement for Early Retirement

---

**Background:**
The City Council has approved an early retirement incentive plan on June 28, 2022. With that, Connie Springer is eligible for this plan and has filled out the release agreement to accept early retirement no later than December 31, 2022.

**Recommendation:**
Approve Release Agreement between Connie Springer and the City of Faribault.

**Attachments:**
1. Release Agreement - Connie Springer

**Release Agreement**
**Early Voluntary Retirement**

This is an agreement (the "Agreement") between Connie Springer (hereinafter "Employee") and the City of Faribault (hereinafter the "City") regarding Employee's early voluntary retirement from employment with the City and Employee's acceptance of certain benefits in exchange for signing this release agreement. The purpose of this Agreement is to fully resolve any and all early incentive retirement benefits, any regular retirement benefits, and any and all disputes/claims concerning employment, early retirement and/or regular retirement with the City.

Terms and conditions for this program are outlined in the 2022 Early Retirement Incentive Program (the "Program"), a copy of which is attached and made part of this Agreement, as approved by the Faribault City Council on June 28, 2022.

1. In exchange for the promises and agreements made by Employee in this Agreement, the City will provide Employee with the following benefits:

   a. Payment of any accrued leave according to termination consideration set forth in any employee contract or employee compensation guidelines.

   b. A lump sum payment in accordance with the financial incentive payment section of the Program (with the amount specified below). The lump sum payment along with any other negotiated or agreed upon retirement benefits shall be made to Employee within fourteen (14) days after the expiration of the rescission/revocation periods identified in Paragraph 3 herein.

   c. As permitted or required by law, retired employees may stay on the City's health insurance, but will be required to pay the full premium for the plan they select.

2. In exchange for the benefits provided by the City as described above, Employee agrees to the following terms:

   a. Date of retirement shall be no later than December 31, 2022.

   b. The lump sum payment amount shall be $28,317.60.

   c. This agreement constitutes the entire agreement between the parties with respect to the employment relationship between Employee and the City, and replaces any and all prior

agreements or understandings, including collective bargaining agreements, and the parties agree that there were no inducements or representations leading to the execution of this Agreement except as herein contained.

d. In consideration of the terms described in this agreement and release of claims, Employee and their heirs, administrators, representatives, successors, and assigns, releases and forever discharges the City and its attorneys, agents, representatives, employees, former employees, insurers, heirs, executors and assigns of and from any and all past, present or future claims, demands, obligations, actions or causes of action, at law or in equity, whether arising by statute, common law or otherwise, and for all claims for damages, of whatever kind or nature, and for all claims for attorneys' fees, costs and expenses, including but not limited to all claims of any kind arising out of your employment, including but not limited to claims for emotional distress, discrimination, or constructive discharge. Employee specifically releases the City from any claims for benefits, salary, severance payments, or any other benefits to which you might otherwise be entitled.

e. Employee is not releasing or relinquishing any right to defense and indemnification by the City for any possible claims asserted by third parties arising out of the performance of Employee's duties as an employee of the City for which the City is obligated by state or federal law to defend and indemnify the Employee.

f. In consideration of the terms described in this agreement and release of claims, Employee further acknowledges they are knowingly and voluntarily waiving all possible rights or claims arising under the Age Discrimination in Employment Act, 29 U.S.C. 626, and all possible rights or claims arising under the Minnesota Human Rights Act, Minn. Stat. 363A, et al., and that Employee has had an opportunity to consult with an attorney concerning the waiver of and content of the rights available under these acts.

g. Employee further acknowledges they are waiving and releasing any rights that Employee might otherwise have under the City Charter, and state or federal law with respect to a hearing with respect to any matter arising out of Employee's employment with the City or arising out of matters set forth in this Agreement.

h. Employee acknowledges that all confidential information regarding the business of the City compiled by, created by, and obtained by, or furnished to Employee during their employment with the City is the exclusive property of the City. Employee will promptly, on or prior to the date of Employee's retirement, return to the City all originals and copies of any material involving such confidential information. Employee affirms and agrees to abide by their obligation not to use or disclose confidential information about the City to any third party, including but not limited to potential employers, parties doing business with the City or parties with interests adverse to the City. Employee further affirms they understand that the term "confidential information" includes, but is not limited to, sensitive

and/or legally privileged data, but does not include information and documents already in the public domain.

i. Employee acknowledges they voluntarily entered into discussions with Administration regarding the Early Voluntary Retirement program. Employee further acknowledges that both parties mutually agreed to the terms and conditions of this program under the auspices that the purpose of the program is to aid an employee who wants to retire but needs assistance with health insurance coverage and that the City benefits in the short term and/or long term from the reduction in salary/benefits/severance costs.

j. The City reserves the right to cancel this program at any time. However, any employees that have fully executed agreements will still be entitled to receive the incentive, assuming they have complied with all the terms and conditions of this program and the agreement.

3. This Agreement is subject to the following rescission/revocation periods as provided by law:

| Act | Revocation Period |
|---|---|
| Age Discrimination in Employment Act, 29 U.S.C. § 626(f) (1) (G) | 7 days |
| Minnesota Human Rights Act, Minn. Stat. § 363A.031, Subd. 2 | 15 days |

Once the Agreement has been executed, the Employee understands that he/she has the right to rescind and/or revoke the waivers and releases contained in this Agreement. To be effective, the rescission or revocation must be in writing and delivered to the City either by hand or mail within the 7-day period for the Age Discrimination in Employment Act, or within the 15-day period for the Minnesota Human Rights Act. If delivered by mail, the rescission or revocation must be: (1) postmarked within the applicable 7- or 15-day period; (2) properly addressed to the City; and (3) sent by certified mail return receipt requested. The address of the City is:

City of Faribault
Attention: Tim Murray, City Administrator
208 NW 1st Avenue
Faribault, MN 55021

**IN WITNESS WHEREOF**, City has caused this Agreement to be executed on its behalf by its Mayor and City Council, and Employee has signed this Agreement, as of the day and year written below.

**CITY COUNCIL**

**By:** _____
Kevin F. Voracek, Mayor

**By:** _____
Timothy C. Murray, City Administrator

**Date:** _____

**EMPLOYEE**

Connie Springer
*(Employee Signature)*

**Date:** 9/21/2022

DOCSOPEN\FA105\10\762543.v3-06/28/22

# Request for Council Action

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **THROUGH:** | Tim Murray, City Administrator |
| **FROM:** | Paul J Peanasky, Parks and Recreation Director |
| **MEETING DATE:** | September 27, 2022 |
| **SUBJECT:** | Approve Purchase of Office Partitions for City Hall and Budget Revision |

**Background:**

With the reorganization of positions in the Community and Economic Development Department on the third floor of City Hall, we need to have work stations for the additional staff. We have been working with Innovative Office Solutions to configure these work stations. The work stations are on the Minnesota State Bid. Cost for the partitions is $12,291.60. Since this is a non-budgeted expense, a budget revision is needed to use funds from the Community Development Fund Balance.

**Recommendation:**

Approve purchase of partitions for Community and Economic Development Department from Innovative Office Solutions for $12,291.60 and approve a budget revision.

**Attachments:**

1. 091422 City of Faribault HON workstations
2. 090722 3rd floor workstations layouts
3. Budget Revision Form- City Hall Office partitions

# PROPOSAL - DEPOSIT INVOICE

952.808.9900 | 866.574.5389
INNOVATIVEOS.COM

SALES PERSON
Gary Feichtinger
952-698-9224
gfeichtinger@innovativeos.com

| | |
|---|---|
| DATE | 09/14/2022 |
| CUSTOMER NAME | CITY OF FARIBAULT |
| CUSTOMER NUMBER | 3342222 |
| CUSTOMER PO | |
| ORDER NAME | City Hall 3rd Floor - 2 workstation |
| ORDER NUMBER | 214605 |
| PROJECT NUMBER | |
| TERMS | NET30 |

BILL TO

CITY OF FARIBAULT
ATTN: ACCOUNTING, 208 FIRST AVENUE NW
FARIBAULT, MN 55021

ATTN: ACCOUNTS PAYABLE
Email: accountspayable@ci.faribault.mn.us

SHIP TO

CITY OF FARIBAULT CITY HALL
208 1ST AVENUE NW
FARIBAULT, MN 55021-5105

ATTN: PAUL PEANASKY
Phone: 507-333-2064
Email: ppeanasky@ci.faribault.mn.us

HON U of M contract #U42.210

| GROUP | DESCRIPTION | EXTENDED AMOUNT |
|---|---|---|
| Workstations | | 10,596.60 |

| LINE | DESCRIPTION | QUANTITY | LIST | UNIT PRICE | EXTENDED AMOUNT |
|---|---|---|---|---|---|
| 1 | H19730R--.L-$(P1)-.P28<br>Flagship Pedestal "R" Pull Freestanding B/B/F<br>.L:Standard Random Key Lock<br>$(P1):P1 Paint Opts<br>.P28:Fossil<br><br>% Off List: 56.00 | 2.00<br>Each | 1,003.00 | 441.32 | 882.64 |
| 2 | H19823R--.L-$(P1)-.P28<br>Flagship Series Pedestal "R" Pull Freestanding F/F<br>.L:Standard Random Key Lock<br>$(P1):P1 Paint Opts<br>.P28:Fossil<br><br>% Off List: 56.00 | 2.00<br>Each | 933.00 | 410.52 | 821.04 |
| 3 | HCTL242--$(P1)-.P28<br>24D Cantilever One Pair<br>$(P1):P1 Paint Opts<br>.P28:Fossil<br><br>% Off List: 56.00 | 1.00<br>Each | 105.00 | 46.20 | 46.20 |
| 4 | HEC65PLN--$(P1)-.P28<br>65H "L" Connector Post<br>$(P1):P1 Paint Opts<br>.P28:Fossil<br><br>% Off List: 56.00 | 4.00<br>Each | 180.00 | 79.20 | 316.80 |
| 5 | HEC65PTN--$(P1)-.P28<br>65H "T" Connector Post<br>$(P1):P1 Paint Opts | 2.00<br>Each | 174.00 | 76.56 | 153.12 |

# PROPOSAL - DEPOSIT INVOICE

SALES PERSON
Gary Feichtinger
952-698-9224
gfeichtinger@innovativeos.com

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| | | | | | |
|---|---|---|---|---|---|
| | .P28:Fossil<br><br>% Off List: 56.00 | | | | |
| 6 | HECS1<br>Single Connector Strap<br><br>% Off List: 56.00 | 2.00<br>Each | 20.00 | 8.80 | 17.60 |
| 7 | HECSL<br>"L" Connector Strap<br><br>% Off List: 56.00 | 2.00<br>Each | 20.00 | 8.80 | 17.60 |
| 8 | HECST<br>"T" Connector Strap<br><br>% Off List: 56.00 | 2.00<br>Each | 28.00 | 12.32 | 24.64 |
| 9 | HECVH15P--$(P1)-.P28<br>Variable Height Connector Kit 15H<br>$(P1):P1 Paint Opts<br>.P28:Fossil<br><br>% Off List: 56.00 | 2.00<br>Each | 73.00 | 32.12 | 64.24 |
| 10 | HEFEC50P--$(P1)-.P28<br>Panel Finished End Covers 50H<br>$(P1):P1 Paint Opts<br>.P28:Fossil<br><br>% Off List: 56.00 | 2.00<br>Each | 74.00 | 32.56 | 65.12 |
| 11 | HEFEC65P--$(P1)-.P28<br>Panel Finished End Covers 65H<br>$(P1):P1 Paint Opts<br>.P28:Fossil<br><br>% Off List: 56.00 | 2.00<br>Each | 82.00 | 36.08 | 72.16 |
| 12 | HETC24--$(P1)-.P28<br>Panel Top Cap 24"W<br>$(P1):P1 Paint Opts<br>.P28:Fossil<br><br>% Off List: 56.00 | 4.00<br>Each | 48.00 | 21.12 | 84.48 |
| 13 | HETC30--$(P1)-.P28<br>Panel Top Cap 30"W<br>$(P1):P1 Paint Opts<br>.P28:Fossil | 4.00<br>Each | 58.00 | 25.52 | 102.08 |

952.808.9900 | 866.574.5389
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| | | | | | |
|---|---|---|---|---|---|
| | % Off List: 56.00 | | | | |
| 14 | HETC48--$(P1)-.P28<br>Panel Top Cap 48"W<br>$(P1):P1 Paint Opts<br>.P28:Fossil<br><br>% Off List: 56.00 | 2.00<br>Each | 85.00 | 37.40 | 74.80 |
| 15 | HETC72--$(P1)-.P28<br>Panel Top Cap 72"W<br>$(P1):P1 Paint Opts<br>.P28:Fossil<br><br>% Off List: 56.00 | 3.00<br>Each | 128.00 | 56.32 | 168.96 |
| 16 | HETP5030FP--$(A)-.SRT-14-$(P1)-.P28<br>Tackable Panel w/o TC 50H x 30W<br>$(A):Gr A Fabric<br>.SRT:FABRIC- Sarto<br>14:COLOR- Fog<br>$(P1):P1 Paint Opts<br>.P28:Fossil<br><br>% Off List: 56.00 | 2.00<br>Each | 442.00 | 194.48 | 388.96 |
| 17 | HETP6524FP--$(A)-.SRT-14-$(P1)-.P28<br>Tackable Panel w/o TC 65H x 24W<br>$(A):Gr A Fabric<br>.SRT:FABRIC- Sarto<br>14:COLOR- Fog<br>$(P1):P1 Paint Opts<br>.P28:Fossil<br><br>% Off List: 56.00 | 4.00<br>Each | 455.00 | 200.20 | 800.80 |
| 18 | HETP6530FP--$(A)-.SRT-14-$(P1)-.P28<br>Tackable Panel w/o TC 65H x 30W<br>$(A):Gr A Fabric<br>.SRT:FABRIC- Sarto<br>14:COLOR- Fog<br>$(P1):P1 Paint Opts<br>.P28:Fossil<br><br>% Off List: 56.00 | 2.00<br>Each | 480.00 | 211.20 | 422.40 |
| 19 | HETP6548FP--$(A)-.SRT-14-$(P1)-.P28<br>Tackable Panel w/o TC 65H x 48W | 2.00<br>Each | 584.00 | 256.96 | 513.92 |

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| | | | | | |
|---|---|---|---|---|---|
| | $(A):Gr A Fabric<br>.SRT:FABRIC- Sarto<br>14:COLOR- Fog<br>$(P1):P1 Paint Opts<br>.P28:Fossil<br><br>% Off List: 56.00 | | | | |
| 20 | HETP6572FP--$(A)-.SRT-14-$(P1)-.P28<br>Tackable Panel w/o TC 65H x 72W<br>$(A):Gr A Fabric<br>.SRT:FABRIC- Sarto<br>14:COLOR- Fog<br>$(P1):P1 Paint Opts<br>.P28:Fossil<br><br>% Off List: 56.00 | 3.00<br>Each | 838.00 | 368.72 | 1,106.16 |
| 21 | HH871024<br>Electrical Pass-Thru w/o Power Block 24"3-3 & 2-2<br><br>% Off List: 56.00 | 1.00<br>Each | 148.00 | 65.12 | 65.12 |
| 22 | HH871048<br>Electrical Pass-Thru w/o Power Block48"3-1&2-2<br><br>% Off List: 56.00 | 1.00<br>Each | 153.00 | 67.32 | 67.32 |
| 23 | HH871124<br>Electrical Pass-Thru Cable 25-1/2W 3-1 & 2-2 Systems<br><br>% Off List: 56.00 | 1.00<br>Each | 160.00 | 70.40 | 70.40 |
| 24 | HH871172<br>Electrical Pass-Thru Cables Panels - w/duplex capacity<br><br>% Off List: 56.00 | 3.00<br>Each | 169.00 | 74.36 | 223.08 |
| 25 | HH871230<br>Electrical Power Harness 30W 3-1 & 2-2 Systems<br><br>% Off List: 56.00 | 2.00<br>Each | 253.00 | 111.32 | 222.64 |
| 26 | HH871248<br>Electrical Power Harness 48W 3-1 & 2-2 Systems<br><br>% Off List: 56.00 | 1.00<br>Each | 267.00 | 117.48 | 117.48 |
| 27 | HH871501--.LOFT<br>Duplex Receptacle Circuit 1 3-1 & 2-2 Systems<br>.LOFT:PAINT- Loft | 2.00<br>Each | 54.00 | 23.76 | 47.52 |

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| ORDER NAME | City Hall 3rd Floor - 2 workstation |
| ORDER NUMBER | 214605 |
| PROJECT NUMBER | |
| TERMS | NET30 |

| | | | | | |
|---|---|---|---|---|---|
| | % Off List: 56.00 | | | | |
| 28 | HH871502--.LOFT<br>Duplex Receptacle Circuit 2 3-1 & 2-2 Systems<br>.LOFT:PAINT- Loft<br><br>% Off List: 56.00 | 2.00<br>Each | 54.00 | 23.76 | 47.52 |
| 29 | HH871503--.LOFT<br>Duplex Receptacle Circuit 3 3-1 System Only<br>.LOFT:PAINT- Loft<br><br>% Off List: 56.00 | 2.00<br>Each | 54.00 | 23.76 | 47.52 |
| 30 | HH871504--.LOFT<br>Duplex Receptacle Circuit 4 3-1 & 2-2 Systems<br>.LOFT:PAINT- Loft<br><br>% Off List: 56.00 | 2.00<br>Each | 54.00 | 23.76 | 47.52 |
| 31 | HH879072<br>Base In-Feed Cable Base 3-1 & 2-2 Systems<br><br>% Off List: 56.00 | 1.00<br>Each | 283.00 | 124.52 | 124.52 |
| 32 | HLSLZ5SC54--.P<br>42"W External Stiffener<br>.P:Color- Black<br><br>% Off List: 55.00 | 4.00<br>Each | 123.00 | 55.35 | 221.40 |
| 33 | HRVCLG24--$(P1)-.P28<br>Abound 29"H x 24"D Abound Universal Support Leg<br>$(P1):P1 Paint Opts<br>.P28:Fossil<br><br>% Off List: 56.00 | 2.00<br>Each | 244.00 | 107.36 | 214.72 |
| 34 | HRVOH72FM--$(P1)-.P28-.L<br>Abound Overhead-Metal Flipper Door 72"<br>$(P1):P1 Paint Opts<br>.P28:Fossil<br>.L:Lock- Lock<br><br>% Off List: 56.00 | 2.00<br>Each | 1,204.00 | 529.76 | 1,059.52 |
| 35 | HSCKTPS--.X<br>Straight Connector Kit<br>.X:No Option | 4.00<br>Each | 26.00 | 11.44 | 45.76 |

# PROPOSAL - DEPOSIT INVOICE

SALES PERSON
Gary Feichtinger
952-698-9224
gfeichtinger@innovativeos.com

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|---|---|
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| PROJECT NUMBER | |
| TERMS | NET30 |

| | | | | | |
|---|---|---|---|---|---|
| | % Off List: 56.00 | | | | |
| 36 | HWR2448P--$(L1STD)-.A9-.S-.S<br>Systems Rectangular Worksurface Edgeband 24D x 48W<br>$(L1STD):Grd L1 Standard Laminates<br>.A9:LAM- Steel Mesh<br>.S:EDGE- Charcoal<br>.S:Grommet- Charcoal<br><br>% Off List: 56.00 | 2.00<br>Each | 497.00 | 218.68 | 437.36 |
| 37 | HWR2472P--$(L1STD)-.A9-.S-.S<br>Systems Rectangular Worksurface Edgeband 24D x 72W<br>$(L1STD):Grd L1 Standard Laminates<br>.A9:LAM- Steel Mesh<br>.S:EDGE- Charcoal<br>.S:Grommet- Charcoal<br><br>% Off List: 56.00 | 2.00<br>Each | 649.00 | 285.56 | 571.12 |
| 38 | HWR3072P--$(L1STD)-.A9-.S-.S<br>Systems Rectangular Worksurface Edgeband 30D x 72W<br>$(L1STD):Grd L1 Standard Laminates<br>.A9:LAM- Steel Mesh<br>.S:EDGE- Charcoal<br>.S:Grommet- Charcoal<br><br>% Off List: 56.00 | 2.00<br>Each | 728.00 | 320.32 | 640.64 |
| 39 | HWSB2--$(P1)-.P28<br>Worksurface Bracket Kit<br>$(P1):P1 Paint Opts<br>.P28:Fossil<br><br>% Off List: 56.00 | 7.00<br>Each | 59.00 | 25.96 | 181.72 |

| GROUP | DESCRIPTION | EXTENDED AMOUNT |
|---|---|---|
| X: Services | Installation and design | 1,695.00 |

| LINE | DESCRIPTION | QUANTITY | LIST | UNIT PRICE | EXTENDED AMOUNT |
|---|---|---|---|---|---|
| 40 | FURNDESIGN<br>Furniture Design Services<br>Tag: Tag L1: x: services<br><br>% Off List: 0.00 | 1.00<br>Each | 0.00 | 170.00 | 170.00 |
| 41 | FURNINSTALL<br>Furniture Installation, quote 11788<br>Tag: Tag L1: x: services | 1.00<br>Each | 0.00 | 1,525.00 | 1,525.00 |

952.808.9900 | 866.574.5389
INNOVATIVEOS.COM

SALES PERSON

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gfeichtinger@innovativeos.com

# PROPOSAL - DEPOSIT INVOICE

| | |
|---|---|
| DATE | 09/14/2022 |
| CUSTOMER NAME | CITY OF FARIBAULT |
| CUSTOMER NUMBER | 3342222 |
| CUSTOMER PO | |
| ORDER NAME | City Hall 3rd Floor - 2 workstation |
| ORDER NUMBER | 214605 |
| PROJECT NUMBER | |
| TERMS | NET30 |

% Off List: 0.00

Remit to address for deposits:
INNOVATIVE OFFICE SOLUTIONS –
LOCKBOX # 131434
PO BOX 1414
MINNEAPOLIS, MN 55480 – 1414

| | |
|---|---|
| SUBTOTAL | $12,291.60 |
| **TOTAL** | **$12,291.60** |
| REQUIRED DEPOSIT 50.0% | $6,145.80 |

PROPOSAL VALID FOR 14 DAYS

Thank you for the opportunity to partner together. Please review the quotation and let us know if you have any questions.

Signature: _____Name:_____ Title:_____ Date: _____

952.808.9900 | 866.574.5389
INNOVATIVEOS.COM
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| ORDER NUMBER | 214605 |
| PROJECT NUMBER | |
| TERMS | NET30 |

## THANK YOU FOR THE OPPORTUNITY

We are thrilled for the opportunity to partner together on your project. The terms and conditions below outline a working understanding for the project journey and is intended to set both organizations up for success. If you have questions or concerns, please contact us directly.

## QUOTES AND PRICING

Please review your final project plan and quote to confirm it will fit your space and workplace needs. Quoted prices are good for 14 days from the date of the proposal. Due to the volatile transportation conditions in 2021, freight will be billed based upon actual. Unless otherwise noted, prices quoted do not include sales, use, excise, or other applicable taxes. Any applicable taxes will be added or adjusted on the invoice at the time of billing. Buyers exempt from taxes should provide Innovative with copies of exemption certificates prior to placing the order.

## DESIGN AND ORDERING

Innovative's Design team will work with you and/or your team to design a space that is customized to your budget, style and unique needs to transform your space/s and bring your vision to life. If you do not want to move forward with us on a project, the design work remains the exclusive property of Innovative Office Solutions and we reserve the right to invoice you for the design costs incurred.

## NEED FOR DEPOSITS

A deposit of 50% of the order is required on all projects in excess of $5,000. The deposit is essential as our vendor partners require payment from us when placing orders. Once the deposit is received, we will place your order. Payments must be in the form of check, ACH or wire transfer. Credit cards are not accepted for deposits or other furniture payments over $5,000.

## PAYMENT TERMS

Our Innovative team will send invoices following delivery and installation completion. To ensure a seamless accounting experience, please send payment within 30 days of the invoice date. It is not uncommon for a project to be substantially complete, except for a few punch list items. We appreciate you paying your invoice in full. Innovative will complete your project when outstanding items and/or parts become available.

## CHANGES

Once we receive the sign off on design plan and proposed budget, your order will be placed. Due to the customization of many projects, once orders are placed, most products are not returnable. Modifications or cancellations may result in cancellation or restocking charges by our manufacturer partners. Unfortunately, we will need to invoice you if such charges are incurred. Where a Scope of Work is included with this Agreement, costs resulting from changes in the scope of the project, including any additional requirements or restrictions placed on Innovative will be added to the project price. When Innovative becomes aware of the nature and impact of the change, you will be notified, and all project paperwork will be updated as necessary. In this instance, a revised quote will be generated for signoff.

## PROJECT DELAYS AND STORAGE

We understand projects are occasionally delayed. This may mean you are unable to accept product from us as scheduled. When this occurs, Innovative will store your items at no charge for up to 30 days to provide you with additional time to ensure your space is ready for installation. After 30 days, we will provide a quote to continue to store your product, as we want to make sure it is safe and in a secure location.

## DELIVERY AND RECEIPT OF PRODUCT

We will contact you once we are notified your product has been shipped and is on its way. Your product will be delivered during regular business hours. In order to provide an exceptional delivery experience, we ask that you inform us of any unique circumstances that a driver or install team may face during a delivery. This may include such challenges as a downtown location or the need for a liftgate. Providing us with this information ensures that product is delivered to the proper location within your facility and will reduce the I chances of damage to any of the items.

952.808.9900 | 866.574.5389
INNOVATIVEOS.COM

SALES PERSON
Gary Feichtinger
952-698-9224
gfeichtinger@innovativeos.com

# PROPOSAL - DEPOSIT INVOICE

| | |
|---|---|
| DATE | 09/14/2022 |
| CUSTOMER NAME | CITY OF FARIBAULT |
| CUSTOMER NUMBER | 3342222 |
| CUSTOMER PO | |
| ORDER NAME | City Hall 3rd Floor - 2 workstation |
| ORDER NUMBER | 214605 |
| PROJECT NUMBER | |
| TERMS | NET30 |

We kindly ask you to inspect all product directly shipped and/or delivered and brought onto the job site as scheduled. If you discover product has been damaged or shipped in error during the receiving process, please notify us within 24 hours to ensure that appropriate claims can be filed. After product arrives at your site, any loss or damage caused by other trades or by weather, fire or other elements is your responsibility.

## INSTALLATION PREMISES CONDITIONS

It is our sincere priority to make sure the installation of your product is timely, professional, and as efficient as possible. To facilitate this, we ask the site to be clean, clear, and free of debris prior to installation. The jobsite should have proper lighting, heat, power source, hoisting and/or elevator service and suitable unobstructed dock space and a secured staging area. The job site shall also be free of the interference of other trades in the area where installation is taking place.

We understand in certain situations spaces are not ready for installation when the initial date was scheduled. If this is the case, please provide at least a 48-hour notice so we can keep your project on track to the best of our ability. If proper, timely communication does not occur, unfortunately additional charges may be invoiced to cover costs incurred. Our Installation Team installs product based on the final approved layout. If there are any changes to the final plan, please make sure these are addressed prior to the installation date.

## WARRANTY

Each manufacturing partner of Innovative has a warranty standard. For more information on warranty details, reach out to your Innovative Account Executive. Warrantied product replacements may require billable installation services.

## CLAIMS

Innovative will help resolve claims concerning damaged and/or defective product, materials and/or workmanship made within the warranty period as stated by the manufacturer, supplier, or fabricator. We will arrange for the repair or replacement of any damaged or defective items and/or installation to make sure the project is successful.

## FORCE MAJEURE

We will do our absolute best to ensure we can secure and install your product, but if there are reasons beyond our control, Innovative will not be liable. Reasons include but are not limited to, strikes, pandemics, embargos, war or other breakout of hostilities, acts of God, machinery breakdowns, delays of carriers or suppliers, and domestic or foreign governmental acts or regulations.

## GOVERNING LAW

This agreement shall be governed by and construed according to the laws of the State of Minnesota.

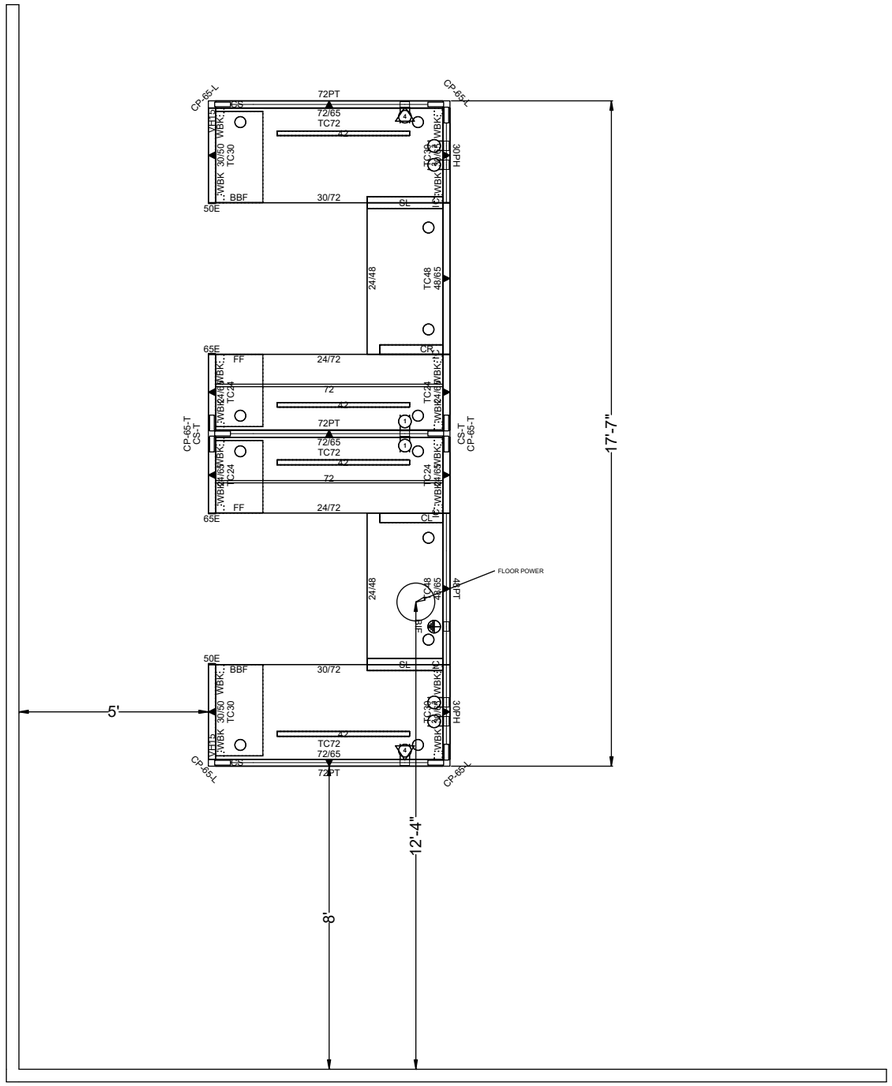
## ARBITRATION

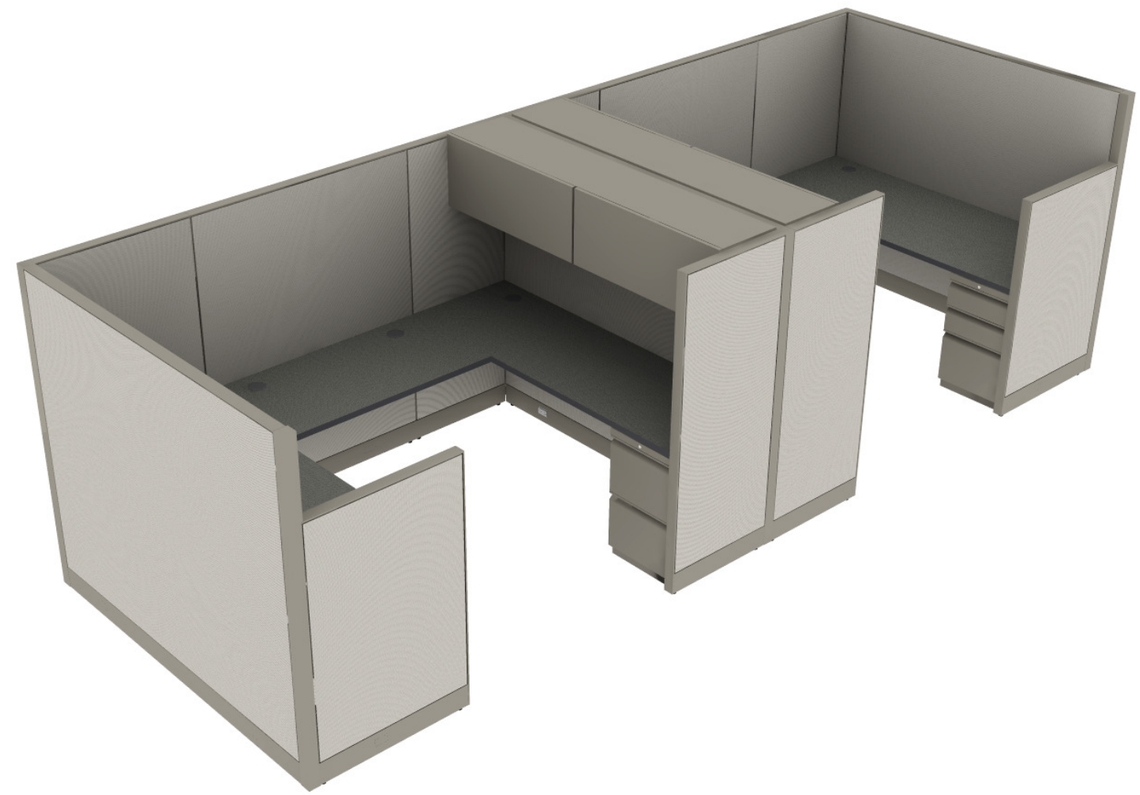
We want to make this a true partnership and resolve any issues that may occur. Any controversies or claims arising relating to this contract will be settled by arbitration administered by the American Arbitration Association. They will fall under its commercial rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court with authority. The award shall include the costs of arbitration and the legal fees of the prevailing party.

## THANK YOU FOR YOUR PARTNERSHIP

Innovative Office Solutions is built upon a “relationships matter” belief system, and every project matters to us. We are thankful for the opportunity to partner together and we look forward to serving you!

_____*Authorized Signature* _____*Date*



Scale1/4" = 1'

interiors by innovative®

HEADQUARTERED IN BURNSVILLE, MN
TOLL FREE (866) 574-5389

| CLIENT | PROJECT NAME |
|---|---|
| CITY OF FARIBAULT | CITY HALL WORKSTATIONS |
| ADDRESS | PROJECT # |
| 208 1ST AVE NW FARIBAULT, MN 55021 | 214605 |

| DATE: 9/7/2022 | SCALE: | REP: GARY F |
|---|---|---|

DRN BY: AH

CKD BY: DATE :

CKD BY: DATE :

ACCEPTED BY: _____

DATE: _____

REVISIONS

DATE:

SHEET TITLE

OVERALL LAYOUT

SHEET NUMBER

1/1

**CITY OF FARIBAULT** **REVISED BUDGET**
**FUND TITLE:** **DEPARTMENT:**
**FUND NUMBER:** **YEAR: 2021**

| Fund | Department | Function | Object | Adopted Budget | Increase/ (Decrease) | Revised Budget | Reason for Change |
|---|---|---|---|---|---|---|---|
| 240 | 46210 | 460 | 42410 | | $ 12,291.60 | | Purchase of office partitions |
| 240 | | | | | $ (12,291.60) | | fund balance |
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Additional Remarks:

***Note:*** **This form MUST BALANCE.**

An increase in expenditures in any line item(s) must be offset by either a corresponding decrease in expenditures in another line item(s) or an increase in revenue.

**Change Requested By:** _____
Department Head

**Change Approved By:** _____
City Administrator

**Date Approved:** _____

# Request for Council Action

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **THROUGH:** | Tim Murray, City Administrator |
| **FROM:** | Paul J. Peanasky, Parks and Recreation Director |
| **MEETING DATE:** | September 27, 2022 |
| **SUBJECT:** | Approve Purchase of Playground Equipment for Wapacuta Park |

**Background:**

Wapacuta Park's playground equipment was last replaced in 1999. The equipment no longer meets playground safety standards and shows major wear. We received a quote for the playground equipment, freight, labor and wood fiber from Webber Recreational Design, Inc. in the amount of $71,612.89. This quote is a Sourcewell contract bid which is a purchasing organization that the City of Faribault is a member of and is similar to the state bid contract.

Preparation of the site will be done by the Parks Department. This Parks and Recreation Advisory Board has worked with the contractor and reviewed 4 different layouts and playground equipment. A copy of the playground plan and equipment, approved by the Parks & Recreation Advisory Board, is included in the packet.

The approved 2022 Budget and CIP included $75,000 for this project.

**Recommendation:**

Approve the quote from Webber Recreational Design, Inc. for $71,612.89 for playground equipment and installation at Wapacuta Park.

**Attachments:**

1. Faribault- Wapacuta 3- R0013223106_Quote
2. Faribault- Wapacata Park 3

Miracle Recreation Equip. Co.
878 E. US Hwy 60
Monett, MO 65708
1-888-458-2752

QUOTE: R0013223106
CUSTOMER: 5502B05
Project: R0013_44643443138_14

**Prepared For:**

Paul
CITY OF FARIBAULT
15 W. DIVISION ST.
FARIBAULT, MN 55021
(507) 334-2064 (phone)
ppeanasky@ci.faribault.mn.us

**Project Name & Location:**

Waupacuta Park 3- UPDATED

**Prepared by:**

Webber Recreational Design, Inc.

1442 Brooke Court
Hastings, MN 55033
(651) 438-3630 (phone)
(651) 438-3939 (fax)
jwebber@webberrec.com

**Ship To Address:**

Marissa Bauer
Wapacuta Park
305 2nd Avenue SW
Faribault, MN 55021
320-493-1877 (phone)
ppeanasky@ci.faribault.mn.us

**End User:**

Paul
CITY OF FARIBAULT
15 W. DIVISION ST.
FARIBAULT, MN 55021
(507) 334-2064 (phone)
ppeanasky@ci.faribault.mn.us

Quote Number: R0013223106
Quote Date: 9/15/2022
Valid For: 30 Days From Quote Date

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## Freestanding_1

Product line: Freestanding
Age group: 5-12

### Components

| Part Number | Description | Qty | Weight |
|---|---|---|---|
| 2740 | SWG PART THERAPEUTIC SWG SEAT W/CHAIN (8' TR) | 1 | 135.00 |
| 2840 | SWG PART SLASH PROOF SEAT W/CHAIN (8' TR) | 2 | 10.00 |
| 994167BK | FRICTION WEAR MAT - 32" x 54", BLACK | 2 | 80.00 |
| MR0930 | 3.5" ARCH SWING- (2 SEAT REQ'D) | 1 | 286.00 |
| MR0932 | 3.5" ARCH SWG- ADD-A-BAY (2 ST REQ'D) | 1 | 179.00 |

## 2-5_1

Product line: TotsChoice
Age group: 2-5

### Components

| Part Number | Description | Qty | Weight |
|---|---|---|---|
| 2760 | SWG PART GENERATION SWG SEAT W/CHAIN | 1 | 30.00 |
| 718551 | 3 1/2" OD X 100" POST (2' 6" DKS OR LESS) | 2 | 35.00 |
| 7187139B | ALEX'S LEMONADE STAND PANEL (BELOW DECK ONLY) | 1 | 100.00 |
| 733002NI | TODDLERS CHOICE MODEL 2 NATURAL INGROUND | 1 | 1,340.00 |
| 787001 | WELCOME SIGN AGES 2-5, FREESTANDING | 1 | 60.00 |
| 9452 | SADDLE SEAT, STRAIGHT POST | 1 | 65.00 |

## 5-12_1

Product line: KidsChoice
Age group: 5-12

### Components

| Part Number | Description | Qty | Weight |
|---|---|---|---|
| 7145019 | TRIANGLE DECK (ATTACHES TO 3 POSTS) | 3 | 75.00 |
| 7145029 | SQUARE DECK (ATTACHES TO 4 POSTS) | 1 | 125.00 |
| 7145049 | 1/2 HEX OPEN DECK (ATTACHES TO 5 POSTS) | 1 | 155.00 |
| 71454943 | 5" OD X 124" POST (4' DK) | 1 | 55.00 |
| 7145523 | 5" OD X 136" POST (3' TO 5' DKS) | 4 | 75.00 |
| 7145533 | 5" OD X 160" POST (5'6" TO 6'6" DKS) | 1 | 90.00 |
| 7145733 | 5" OD X 168" POST FOR ROOF (3'6"-5' DK) | 1 | 100.00 |
| 7145743 | 5" OD X 186" POST FOR ROOF (5'6"-6'6" DK) | 6 | 110.00 |
| 714620 | BT POST TOPPER | 1 | 100.00 |
| 7146385 | GROOVE II SLIDE (5' DECK) | 1 | 200.00 |
| 7146701 | CHAMII ENTRY & EXIT (5' - 6'6" DK) | 1 | 145.00 |
| 7146705 | CHAMII RIGHT SECTION | 1 | 60.00 |
| 7146706 | CHAMII LEFT SECTION | 1 | 60.00 |
| 7146706 | CHAMII LEFT SECTION | 1 | 60.00 |
| 7146771 | HURRICANE BRIDGE, INCLINED 2' | 1 | 200.00 |
| 7146933 | HEX CLIMBER TO 3' DK | 1 | 45.00 |
| 7147155 | JUMP PANEL (5' DK) | 1 | 45.00 |
| 7147225 | 8' SERPENT TREK (ONLY) | 1 | 95.00 |
| 714808 | CLIMBING POLE (3', 5' OR 6'6" DK) | 1 | 45.00 |
| 714812 | 12" RISER PLATE | 1 | 20.00 |
| 7148135 | DECK ENCL FOR OVERHEAD CLIMBERS (ONLY) | 1 | 35.00 |
| 7148155 | END LADDER FOR OH CLIMBERS (ONLY) | 1 | 30.00 |
| 7148485 | TWISTER CLIMBER (5' DK) | 1 | 125.00 |
| 71485139 | SQ TRSFR POINT, CL HR (3' DK) | 1 | 225.00 |
| 7149666 | BT HEX LEAF ROOF | 1 | 860.00 |
| 714999Z | CUSTOMER SERVICE KIT (NO PRICE) | 1 | 7.00 |
| 787003 | WELCOME SIGN AGES 5-12, FS | 1 | 60.00 |
| 994167BK | FRICTION WEAR MAT - 32" x 54", BLACK | 2 | 80.00 |

## RiskSign_Included

Product line: Freestanding

Age group:

## Components

| Part Number | Description | Qty | Weight |
|---|---|---|---|
| 787Z | RISK MANAGEMENT SIGN - ENGLISH (NO PRICE) | 1 | 0.00 |

## Additional Items

| Part Number | Description | Qty | Weight |
|---|---|---|---|
| 925961 | THUMB DRIVE 2GB - MREC | 1 | 0.00 |
| 926021 | MREC CARD F/THUMB DRIVE | 1 | 0.00 |
| 926458 | LABEL,GENERATION SWG, 2YR-12YR, MR | 1 | 0.00 |
| INSTALL BOOK | INSTALL BOOK FOR PP ORDERS | 1 | 0.00 |

## Parts By Other

| Part Number | Description | Qty | Weight |
|---|---|---|---|
| Fuel Surcharge | Fuel Surcharge | 1 | 0.00 |
| Tamarack EWF | Tamarack EWF, Delivered and Installed (175 Yards) | 1 | 0.00 |

## Totals:

| | |
|---|---|
| Equipment Weight: | 6,732.00 lbs |
| Equipment List: | $57,096.00 |
| Discount Amount: | -$17,125.00 |
| Equipment Price: | $39,971.00 |
| Freight: | $2,644.94 |
| Installation: | $19,980.00 |
| Products by Other: | $9,016.95 |
| **Grand Total:** | **$71,612.89** |

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**Notes:** PLEASE NOTE: THIS QUOTE DOES NOT INCLUDE POURED IN PLACE RUBBER!!!!

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This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company ("Miracle"). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to "Miracle Sales Administration" via fax (417) 235-3551 or email: orders@miraclerec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the

Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

**Quote Number:** R0013223106 **Quote Date:** 9/15/2022 **Equipment:** $57,096.00 **Grand Total:** $71,612.89

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

**Submitted By** **Printed Name and Title** **Date**

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT

**By:**

**Date:**

**ADDITIONAL TERMS & CONDITIONS OF SALE**

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfacing under and around the Equipment, in accordance with Miracle's product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer's failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unsatisfied invoices ("Event of Default"). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic's or other liens with respect to the Equipment or its location or its repossession of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle as liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/ Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be levied upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer's rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer's obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties' obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer's expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any one waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written

instrument signed by the Customer and Miracle stating their agreement as to any amendment in the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Rev E 021815

webber
RECREATIONAL DESIGN, INC.

# Waupacuta Park (Option 3)
# Faribault, MN

Miracle

City Of Faribault

Celebrating 150 years Incorporated April 2, 1872 Faribault, Minnesota

# LETTER OF SUPPORT

The Faribault City Council hereby approves this Letter of Support for the Faribault School District (ISD 656) 2022 Operating and Capital Project Referendum Levies. The City Council supports the referendum to provide the following benefits:

- Maintain current classroom programs and electives.
- Maintain reasonable class sizes.
- Maintain and support classroom technology, including equipment and software that is necessary for our industry and trades electives.
- Avoid significant budget cuts due to a lack of state funding.

The Council believes that strong and successful schools provide benefit to the overall health and prosperity of the community, and that community support for these operating and capital project levies will help continue the high levels of quality education for Faribault Public School students.

Approved this 27th day of September, 2022.

Faribault City Council

_____

Kevin F. Voracek, Mayor

ATTEST:

_____

Timothy C. Murray, City Administrator

City Hall * 208 First Avenue N.W. * Faribault, Minnesota 55021-5105 * Phone (507) 334-2222 * Fax (507) 333-0399
- AN EQUAL OPPORTUNITY EMPLOYER -

# Request for Council Action

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **THROUGH:** | Tim Murray, City Administrator |
| **FROM:** | Travis Block, Public Works Director |
| **MEETING DATE:** | September 27, 2022 |
| **SUBJECT:** | Resolution 2022-208 Approve Installation of Bump-Out Project at 7th St. NW & Lincoln Ave. NW |

**Background:**

A traffic study was received for the intersection of 7th St. NW & Lincoln Ave. NW. The request is for measures to be put in place to improve the safety of the crosswalk, specifically during times when school children from Lincoln Elementary use the crosswalk. The school presently uses crossing guards before and after school. The measures are being requested to address motorists who pass on the right side of vehicles turning south on to Lincoln Ave. NW from 7th St. NW from both east and west, this could be a potential safety hazard. It should be noted that school zone speed limits were implemented in August of 2020 as part of an initial request to make safety improvements at this intersection.

Staff has reviewed the area several times and has determined that a rapid flashing beacon crosswalk similar to the one in place by the government center is not recommended. One option would be to install a bump out to help prevent issues with drivers passing on the right. In this situation, a demonstration bump-out could be installed under guidance published by the Minnesota Department of Transportation. The installation will be designed and materials procured this fall/winter and be installed in the spring. The installation of the project would be pending compatibility with school bus operations.

Installation of a demonstration bump-out project is recommended.

This matter was discussed at the September 20th Council Work Session, where the Council concurred with the staff recommendation.

**Recommendation:**

Approve Resolution 2022-208

**Attachments:**

1. Resolution 2022-208 Approve Installation of Bump-Out Project at 7th St. NW & Lincoln Ave. NW

*State of Minnesota*
*County of Rice*

# *CITY OF FARIBAULT*

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## RESOLUTION #2022-208

### APPROVE INSTALLATION OF BUMP-OUT PROJECT AT 7TH ST. NW & LINCOLN AVE. NW

***WHEREAS,*** a traffic study was received to make safety improvements at the intersection of 7th St. NW & Lincoln Ave. NW; and

***WHEREAS,*** a review of the traffic study was prepared and discussed at the Council Work Session on September 20, 2022; and

**WHEREAS,** a recommendation to install a bump-out project at the intersection of 7th St. NW & Lincoln Ave. NW was made; and

***WHEREAS,*** all signage to be installed on City streets or parking lots must be approved by the City Council as required by Section 15-57 of the Faribault Code of Ordinances.

***NOW, THEREFORE, BE IT RESOLVED,***

**Section 1.** The installation of the bump-out project will occur during the months of approximately May through October. The project shall consist of the installation of temporary traffic control measure including but not limited to cones, traffic delineators, reflectors, paint and signage.

**Section 2.** The Public Works Director shall arrange for installation of said project.

**Section 3**. This resolution shall be in full force and effect upon installation of said project.

**Date Adopted:** September 27, 2022

**Faribault City Council**

_____

**Kevin F. Voracek, Mayor**

**ATTEST:**

_____

**Timothy C. Murray, City Administrator**

# Request for Council Action

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **THROUGH:** | Tim Murray, City Administrator |
| **FROM:** | John Sherwin, Chief of Police |
| **MEETING DATE:** | September 27, 2022 |
| **SUBJECT:** | Resolution 2022-207 Approve Towards Zero Deaths TZD Agreement with the Department of Public Safety |

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**Background:**

Over the past several years, the Faribault Police Department has taken part in the Minnesota Department of Public Safety's Towards Zero Deaths Grant program. The purpose of the program is to provide funding for law enforcement agencies to promote enhanced traffic enforcement through DUI, seatbelt use and hands-free enforcement projects. For the October 1, 2022 through September 30, 2023 grant period, the Police Department has been awarded $40,950.00 for its participation.

**Recommendation:**

Accept the $40,950.00 TZD grant from the Minnesota Department of Public Safety

**Attachments:**

1. Resolution 2022-207 Approve Towards Zero Deaths TZD Agreement with the Department of Public Safety
2. Grant Agreement Letter - Fiscal 2023

*State of Minnesota*
*County of Rice*

# *CITY OF FARIBAULT*

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## RESOLUTION #2022-207

### APPROVE TOWARDS ZERO DEATHS TZD AGREEMENT WITH THE DEPARTMENT OF PUBLIC SAFETY

***WHEREAS***, the Minnesota Department of Public Safety, Office of Traffic Safety provides funding to law enforcement agencies to conduct enhanced traffic enforcement in Rice County through the funding of the TZD grant program; and

***WHEREAS***, the Minnesota Department of Public Safety, Office of Traffic Safety has established these funds to support law enforcement to promote and enforce traffic safety projects; and

***WHEREAS***, the City of Faribault is eligible to receive $40,950.00 in grant funding for the participation in the TZD grant program; and

***WHEREAS***, Police Chief John Sherwin, or an authorized designated representative of the Faribault Police Department, is hereby authorized to execute such agreements and amendments are necessary to implement the project on behalf of the Faribault Police Department and to be the fiscal agent and administer the grant.

***NOW, THEREFORE BE IT RESOLVED,*** that the Faribault City Council hereby authorizes the Faribault Police Department to enter into a grant agreement, *Towards Zero Deaths*, with the Minnesota Department of Public Safety, for traffic safety enforcement projects during the period from October 1, 2022 through September 30, 2023.

**Date Adopted:** September 27, 2022

**Faribault City Council**

_____

**Kevin F. Voracek, Mayor**

**ATTEST:**

_____

**Timothy C. Murray, City Administrator**

September 27, 2022

To: Mayor, Kevin Voracek
Council Members

Re: Towards Zero Deaths (TZD) Grant Agreement

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Officers with the Faribault Police Department have been participating in the Towards Zero Deaths campaign in Rice County for many years. Law enforcement agencies in Rice County participate in TZD which includes the Rice County Sheriff's Department, Faribault, Northfield, and Lonsdale police Departments. TZD was formed for the purpose of putting extra officers on our roadways to educate and enforce traffic laws to reduce the number of impaired drivers, serious injury crashes, and with the ultimate goal of getting Towards Zero Deaths on Minnesota roadways.

The fiscal year for Towards Zero Deaths begins October 1, 2022 and goes to September 30, 2023. Every two years a different law enforcement agency in Rice County becomes the fiscal agent. Faribault Patrol Sergeant Mark Krenik is the current Rice County TZD Coordinator and would be entering his second year as the Rice County TZD Coordinator. Sergeant Mark Krenik and/or department designee, would be responsible for receiving the amount of funds paid to officers through their government entities and submit that total to the Minnesota Department of Public Safety. The MN Department of Public Safety would then submit reimbursement in the form of a wire transfer in the total amount of funds submitted by Sergeant Krenik to the City of Faribault. The City of Faribault would then submit checks to those government entities for the total amount they sent Sergeant Krenik, or the department designee. The reimbursement of those funds happens on a quarterly basis.

# Request for Council Action

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **THROUGH:** | Tim Murray, City Administrator |
| **FROM:** | Mark DuChene, City Engineer<br>Dave Wanberg, City Planner |
| **MEETING DATE:** | September 27, 2022 |
| **SUBJECT:** | Resolution 2022-211 Approve DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION Development Agreement |

**Background:**

On August 10, 2022, the City Council approved the preliminary and final plat for DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION, which includes the site of the new Divine Mercy Catholic School. A condition of the plat approvals was that the applicant and the City enter into a development agreement. Attached is a copy of the development agreement which is based on the City's standard development agreement form. There are still some minor changes to be made regarding final security costs and some exhibits that need to be completed, but the agreement is in a form ready for Council review and approval. The agreement, once fully executed, will be recorded at the Rice County Recorders office along with the plat and other related documents.

**Recommendation:**

Approve Resolution 2022-211 Approve Divine Mercy Catholic Church Third Addition Development Agreement

**Attachments:**

1. Resolution 2022-211 Approve DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION DEVELOPMENT Agreement
2. Exhibit A - Developer's Platting Agreement for Divine Mercy Third Addition

*State of Minnesota*
*County of Rice*

# *CITY OF FARIBAULT*

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## RESOLUTION #2022-211

## APPROVE DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION DEVELOPMENT AGREEMENT

***WHEREAS,*** the Faribault City Council, on August 10, 2022 approved Resolution 2022-170 for the approval of the Preliminary Plat and Final Plat of DIVINE MERCY THIRD ADDITION; and

***WHEREAS,*** as a condition of approval of said preliminary plat and final plat, Resolution 2022-170 requires The Catholic Church of Divine Mercy of Faribault, a Minnesota religious parish corporation (the "Developer") to enter into a Development Agreement with the City; and

***WHEREAS,*** the City in consultation with the Applicant has prepared the following draft agreement included in the following exhibits attached to this Resolution

1. Exhibit A: DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION Development Agreement; and

***WHEREAS,*** the Faribault City Council acknowledges that said Agreement is in a draft form that may require limited revisions before the execution and recording of said Agreement.

***NOW, THEREFORE BE IT RESOLVED,*** that Faribault City Council hereby approves the draft Agreement included in Exhibit A of this Resolution and hereby authorizes City Staff and the City's Consultants to make limited revisions to the Agreement as may be necessary to finalize the Agreement.

***ALSO, BE IT RESOLVED,*** that the Faribault City Council hereby authorizes the Mayor and City Administrator to execute and record said final Agreement and are hereby authorized and directed to take any and all additional steps and actions necessary or convenient to accomplish the intent of this Resolution.

**Date Adopted:** September 27, 2022

**Faribault City Council**

_____

**Kevin F. Voracek, Mayor**

**ATTEST:**

_____

**Timothy C. Murray, City Administrator**

**EXHIBIT A**

# DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION DEVELOPER'S PLATTING AGREEMENT

**THIS DEVELOPER'S PLATTING AGREEMENT** (this "Agreement") dated _____, 2022, by and between the City of Faribault, a Minnesota municipal corporation (the "City"), and The Catholic Church of Divine Mercy of Faribault, a Minnesota religious parish corporation (the "Developer") together with the City (the "Parties") or each a ("Party").

## RECITALS

A. The Developer is the fee owner of certain real property in the City of Faribault, Rice County, Minnesota (the "Property"), legally described in Exhibit A.

B. The Developer intends to plat the Property as Lot 1, Block 1, DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION, Rice County, Minnesota (the "Plat").

C. The Plat is intended to accommodate the existing religious institution and a proposed school to be attached to the religious institution.

D. The City Council approved the preliminary plat and the final plat of DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION of the Property in Resolution 2022-170 on August 10, 2022, (attached as Exhibit B). Said resolution (the "Authorizing Resolution") is incorporated by reference to this Agreement as if fully set forth herein. This Agreement is subject to the conditions and requirements of the Authorizing Resolution, the Faribault City Code, state statutes, and the City Attorney's plat opinion.

## TERMS OF THE AGREEMENT

In consideration of each Party's promises as outlined in this Agreement, the Parties mutually agree to the following:

### ARTICLE ONE
### GENERAL PROVISIONS

**1.01. Incorporation of Recitals and Exhibits.** This Agreement incorporates its recitals and exhibits as set forth herein.

### ARTICLE TWO
### REPRESENTATIONS AND WARRANTIES

**2.01. City Representations and Warranties.** The City makes the following representations related to its obligations in this Agreement:

A. The City is a municipal corporation under the laws of Minnesota.

B. The City has the right, power, and authority to execute, deliver and perform its obligations under this Agreement.

**2.02. Developer's Representations and Warranties.** The Developer makes the following representations related to its obligations in this Agreement:

A. The Developer is a Minnesota religious parish corporation under the laws of Minnesota.

B. The Developer has the right, power, and authority to execute, deliver, and perform its obligations under this Agreement. The Developer assures the City that the individual who executes this Agreement is duly authorized to sign on behalf of the Developer and bind the Developer to this Agreement.

C. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound, which would affect its performance under this Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree that would prohibit the Developer's execution, performance, or transactions provided for in this Agreement.

D. The Developer has complied with and will continue to comply with all applicable federal, state, and local statutes, laws, ordinances, and regulations, including any permits, licenses, and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the Property and the Public Improvements. The Developer is unaware of any pending or threatened claim of any such violation. Including the above, the Developer expressly acknowledges and agrees that it has and must at all times comply with every provision of the City's subdivision, zoning, and other related municipal code regulations.

E. There is no suit, action, arbitration, legal or administrative proceeding, or other proceeding or governmental investigation pending or threatened against or affecting the Developer or the Property. The Developer is not in default for any order, writ, injunction, or decree of any federal, state, local or foreign court, department, agency, or instrumentality.

F. The Developer must not make any untrue or misleading statement of material fact or omit any material fact to this Agreement or any written document that the Developer, or anyone on behalf of the Developer, will furnish.

G. The Developer has sufficient funds or has obtained a commitment to finance the construction of the Public Improvements and other work that the Developer may undertake in conjunction with the Public Improvements.

## ARTICLE THREE
## CONSTRUCTION IMPROVEMENTS

**3.01 <u>Public Improvements</u>.** There are no proposed public improvements associated with this Plat. Existing public sewer, watermain, and roads serve the Property.

**3.02 <u>Private Improvements</u>.** The Developer must obtain all necessary approvals and permits from the City of Faribault and all other applicable jurisdictions before constructing any improvements on the Property. All private improvements must be completed in accordance with the

approved plans on file with the City.

**3.03 <u>Site Grading Requirements</u>.** The Developer must grade the Project (Elementary School Addition) at the Developer's sole expense and per the Plans referenced in this Agreement. The Developer must provide the City with an as-built grading plan for the Project. The as-built grading plan must identify building pad elevations, lot corner elevations, elevations and centerline grades for all right-of-way, surface drainage ways, common greenways, and open spaces. The as-built grading plan must have a maximum of two (2) foot contours and meet the requirements of the City's Code of Ordinance Chapter 28, Article VII Sec 28-230 and the City's Developer's Guide for Stormwater Management.

A. <u>Storm Water Pollution Prevention Plan (SWPPP)</u>. The Developer must provide erosion and sediment control throughout the site grading work and the construction of the Public Improvements as follows:

1. Provide erosion and sediment control per the Plans referenced in this Agreement.

2. Provide erosion and sediment control per the requirements of the City's Code of Ordinances (in particular Chapter 28, Article VII and Appendix B, Section 15-300) and the Minnesota Pollution Control Agency (MPCA) National Pollutant Discharge Elimination System (NPDES) General Stormwater Permit for Construction Activity requirement.

3. Address, to the City Engineer's satisfaction, failed erosion control structures (or the apparent need for additional erosion control measures) as required in the Minnesota Pollution Control Agencies Construction Stormwater General permit upon notification by the City. This Agreement grants the City the right to enter onto the Developer's Property to correct any erosion control failures that the Developer does not correct in the period within the statutory period. The Developer must reimburse the City for reasonable costs incurred in performing under this clause on behalf of the Developer.

4. Inspect and, if necessary, clean all catch basins, sumps, and ponding areas of erosion and siltation and restore them to the original condition at the end of construction within this development. Remove all silt fences and other erosion control structures following the establishment of turf.

B. Groundcover. The Developer must provide groundcover on the property as follows:

1. Provide a minimum of two rows of sod at back of curb and adjacent to all paved areas within the right-of-way.

2. Sod drainage swales and emergency overflow swales as required by the City Engineer.

3. Sod or seed all other disturbed areas.

4. Guarantee the survivability or replacement of the sodded and seeded areas for one (1) year from the time of installation.

C. Street Maintenance. Until the Project is complete, the Developer must promptly remove excessive debris and soil on the public streets produced from the Project. If the Project causes street hazards, the Developer must place warning signs on the streets. Warning signs shall be placed when hazards develop in streets to prevent the public from traveling on same and directing attention to detours. If and when the street becomes impassible, such streets shall be barricaded and closed. In the event parcels are occupied or actively under construction prior to completing streets, the Developer shall maintain a smooth driving surface, adequate drainage, and provide snow and ice control on all incomplete streets which are occupied or actively under construction.

D. Damage Responsibilities. The Developer is financially responsible for repairing all damage done to the streets and public utilities directly related to the development improvements.

E. Property Monumentation. The Developer must complete the following tasks:

1. Furnish and install temporary property monumentation by, or under the direction of, a registered land surveyor before and during the construction of the Public Improvements as needed to ensure proper layout of the development.

2. Furnish and install all permanent property monumentation within one (1) year of the Plat's recording. The City will not issue a building permit on any lot in the development that does not have permanent property monuments.

3. Provide the City Engineer with a certification of plat monumentation in the form attached to Exhibit E of this Agreement.

4. Mark all monuments with a steel or fiberglass post to allow a City representative to verify the installation of the property monuments.

F. Underground Utilities. Pursuant to Section 15-380 of Appendix B of the Unified Development Regulations of the City Code of Ordinances, the Developer must place all utilities underground unless the City Engineer determines that overhead utilities are required.

G. Other Governmental Jurisdictions. The Developer must secure all necessary approvals and permits from all appropriate federal, state, regional, and local jurisdictions before beginning site grading or construction of the Public Improvements and must provide copies of all required permits to the City upon request.

## ARTICLE FOUR
## ADDITIONAL PROVISIONS

**4.01. Platting Requirements.** The Developer must plat the Property consistent with the final Plat of DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION as approved in Resolution 2022-170 on August 10, 2022, attached as Exhibit B. Platting requirements include, but are not limited to, the following:

A. General Requirements. The Developer must satisfy, complete, and

abide by all requirements in the Authorizing Resolutions outlined in Exhibit B, and elsewhere in this Agreement. The Developer must address all plat, engineering, and other items and opinions as may be directed by the City Attorney, City Engineer, or others with City review and approval authority.

B. Title Work/Consent/Attorney Review. Before recording the Plat with Rice County, the Developer must provide the City with an updated and certified Abstract of Title and/or Registered Property Abstract per Minnesota Statutes 505.03. Alternatively, the Developer must provide a Commitment for a Title Insurance Policy for the Property naming the City as the proposed insured and with $50,000.00 coverage. If the Developer does not record the Plat in the year 2022, the Developer must adjust the policy coverage per the formula approved by the City for the year the Plat is recorded with Rice County.

The above-referenced title work must identify all entities with a legal interest in the Property, including but not limited to any entity with mortgage interest, easement interest, or related interest. Before recording the Plat with Rice County, the Developer must provide the City with signed consent from all entities with a legal interest in the Property, including but not limited to any entity with mortgage interest. The City Council's approval of the Plat contemplated by the Authorizing Resolution and this Agreement is subject to the Developer's compliance with this provision.

The evidence of title, which determines which entities must execute the Plat and other documents to be recorded against the property, is subject to the review and approval of the City Attorney and the issuance of the City Attorney's plat opinion attached and incorporated into this Agreement as Exhibit C. If the Developer provides the City with a Commitment for a Title Insurance Policy, the Developer must cause a Title Insurance Policy to be issued consistent with the Commitment for a Title Insurance Policy. The policy must be to the satisfaction of the City Attorney, and the policy must be effective on the date on which the Plat is recorded. The City will not issue any permits or certificates of occupancy until the Developer provides the City with the following:

1. The required Title Insurance Policy;

2. Evidence that all documents have been recorded per this Agreement; and

3. All conditions for the release of the Plat have been met to the satisfaction of the City Attorney.

C. Plat Revisions. The Parties to this Agreement acknowledge that revisions or corrections to the Plat may need to occur. The Developer agrees to undertake, assist with, and resolve such revisions or corrections as directed by the City. The Parties agree to cooperate regarding any reasonable requests to revise or correct any errors in the Plat and provide all additional documentation deemed necessary by either Party to effectuate such revisions or corrections to the Plat. The Developer is responsible for all application fees, development, and construction costs associated with such revisions.

D. Parkland Dedication Fee. Parkland dedication was previously satisfied through the DIVINE MERCY CATHOLIC CHURCH SUBDIVISION AGREEMENT dated October 9, 2007 as recorded on October 12, 2007 in the Rice County Recorder's Office as document number 593831. Per the DIVINE MERCY CATHOLIC CHURCH SUBDIVISION AGREEMENT paragraph 3.09 the City reserves the right to require 12.5 acres of land within Outlot F, DIVINE MERCY CATHOLIC CHURCH addition to be dedicated to the City for parkland purposes at such time as the City Council determines in their sole discretion.

E. Stormwater Operation and Maintenance Agreement. The Developer must provide stormwater facilities serving the Plat per all applicable codes and regulations. The City Engineer must review and approve the stormwater facilities before the City will issue a building permit related to work associated with the Plat. The City will not issue a certificate of occupancy for any development in the Plat until the Developer enters into a stormwater operation and maintenance agreement to the satisfaction of the City Engineer in the form as shown in Exhibit F.

1. The Developer shall construct stormwater facilities in accordance with the Plans and in compliance with all City requirements regarding such improvements. The stormwater facilities include, but are not limited to the ponds and all other improvements shown on the Plans.

2. Unless specifically noted otherwise, the stormwater facilities serving the Plat will be private and will be maintained by the Developer at its sole expense. The Developer shall be responsible for the maintenance, repair or replacement of all stormwater facilities serving the Property. The City does not intend to accept the stormwater facilities as public and does not intend to maintain them. The Developer agrees to enter into a Stormwater Maintenance Agreement with the City in the form attached hereto as Exhibit F. The purpose of the Stormwater Maintenance Agreement is to ensure that the Developer maintains the stormwater facilities and to give the City the right, but not the obligation to do so if the Developer fails in its obligations. The Stormwater Maintenance Agreement will be recorded against the land within the Plat and will run with the land. The Developer acknowledges that i) the stormwater facilities will not be owned by the City; ii) the City does not plan to maintain or pay for routine maintenance, repair or replacement of the stormwater facilities and that the Developer will have responsibility for such work; iii) maintenance work shall be considered routine and shall be 100% the responsibility of the Developer; iv) when non-routine maintenance work is proposed, the Developer shall review the proposed work with the City Engineer or the City Engineer's representative for approval; v) the City has the right, but not the obligation to perform necessary work upon the failure or refusal by the Developer to do so; and vi) if the City performs any work on the stormwater facilities, the City has the right to specially assess or otherwise recover the cost of such work against the Property within the Plat.

3. The Developer agrees to inform purchasers within the Plat that i) the City does not plan to maintain or pay for routine

maintenance, repair or replacement of the stormwater facilities and that the Developer will have primary responsibility for such work; ii) the City has the right, but not the obligation to perform necessary work upon the failure or refusal by the Developer to do so; and iii) if the City performs any work on the stormwater facilities, the City intends to recover the cost of such work from the owners of any lots within the Plat.

4. The Parties acknowledge that a stormwater facility to serve the Property, is to be constructed by the Developer on the site to serve the proposed plat area as shown on the Civil Engineering Grading Plan as on file with the City.

5. At time of building permit submittal, Developer must submit a Minnesota Pollution Control Agency National Pollution Discharge Elimination System Construction Stormwater Subdivision Registration Form.

b. Required Removal of Private Driveway and Accessory Structures. The Developer shall remove the existing gravel driveway connecting the existing church parking lot to CSAH 45 as well as any remaining accessory structures on the proposed lot as indicated on the approved development plans on file with the City. No access shall be permitted from either the existing church parking lot or the proposed school improvements directly to CSAH 45 without express written permission from the City and Rice County.

c. Property Monumentation. The Developer must complete the following tasks:

1. Furnish and install temporary property monumentation by, or under the direction of, a registered land surveyor before and during the construction of the Private Improvements as needed to ensure the proper layout of the development.

2. Furnish and install all permanent property monumentation within one (1) year of the Plat's recording. The City will not

issue a building permit on any lot in the development that does not have permanent property monuments.

3. Verify the installation of all required Property monumentation. Execute and submit to the City Engineer the Certificate of Installed Property Monumentation provided in Exhibit E of this Agreement

4. Mark all monuments with a steel or fiberglass post to allow an authorized agent of the City to verify the installation of the property monuments.

d. Wetlands. According to the submitted plat documents there are no known wetlands within the platted area.

e. Copies of the Plat. The Developer must provide the City Engineer with a reproducible signed Mylar copy and an electronic file of the Plat, in a format suitable to the City Engineer, after all signatures have been obtained.

f. Deadline to Record Plat. The Developer must record the Plat with the Rice County Recorder's Office within twelve (12) months following City Council approval. The Developer's failure to record the Plat within the required deadline will automatically make the Plat null and void unless the City Council extends the deadline to record the Plat.

**4.02. Access and Use of the Property During Construction.** The City's right to access the Property and the Developer's responsibilities for parking, storage, and staging during construction are as follows:

A. City Access. The Developer grants the City, its agents, employees, officials, and contractors a non-revocable license to enter the Property to perform all work, testing, and inspections deemed appropriate by the City related to the Project and the Property.

B. Parking and Storage. The Developer must provide adequate parking and storage area for workers, equipment, construction materials, or other items associated with the Project. To the extent possible, parking, storage, and staging must occur on the Property.

The Developer must submit a plan to the City Engineer that adequately depicts and defines contractor parking and all construction staging areas. The Developer must delineate all construction staging areas with appropriate construction fencing.

**4.03. <u>Payment of City Costs</u>.** The Developer must reimburse the City for its actual costs as follows:

A. <u>Developer's Escrow to Process the Plat and this Agreement</u>. The Developer provided the City with a $3,000.00 cash escrow to reimburse the City for its actual costs regarding the following:

1. The preparation and administration of this Agreement, the Plat, and other related documents, permits, and applications associated with the Project; and

2. The fees and the costs of the City Attorney and other technical and professional assistance (including but not limited to the cost of City staff time) incurred or expended by the City on activities arising out of this Agreement and related undertakings.

B. <u>Replenishment and Return of the Developer's Escrow</u>. Within ten (10) days of demand by the City, the Developer must pay all City costs that exceed the amount of the established escrow. The City will return all remaining escrow to the Developer after the Project's completion and after the Developer has paid all required City costs and expenses per this Agreement.

C. <u>City Attorney's Fees to Enforce the Agreement</u>. If the City brings a suit or action against the Developer to enforce the terms of this Agreement, the Developer must pay the City's costs and expenses, including attorney fees.

D. <u>Remedy to Recover the City's Costs</u>. If the City does not recover its costs under the provisions of this Agreement, the City may assess the Property in the manner provided by Minnesota Statutes, Chapter 429. The Developer consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments under Minnesota Statutes, Section 429.081. The amount levied, together with the funds deposited with the City under this Agreement, must not exceed the expenses

incurred by the City in the completion of the Public Improvements. Further, the City may recover incurred City expenses through service charges, per Minnesota Statutes, Section 415.01, 366.011, and 366.012. Finally, the Developer agrees all such unpaid amounts constitute charges for governmental services that the City may, at its option, collect as a first in priority lien on any unsold lots and on any other property the Developer may own in the state pursuant to Minnesota Statutes, section 514.67.

E. Survivability of Payment of the City's Costs. This Section survives termination of this Agreement and binds the Developer, regardless of the enforceability of other provisions of this Agreement.

**4.04. Completion of the Developer's Obligations after Recording the Plat and Related Documents.** The Developer must complete some obligations outlined in this Agreement after the Plat and related documents have been signed and recorded. The City will not issue a final CO until the following is received and accepted by the City or the Developer has provided the City a cash escrow:

A. Title Insurance Policy

B. Certificate of Plat Monumentation

C. Mylar Copy of the Signed Plat and Electronic Version of the Plat

**4.05. Building Permits and Occupancy Permits.** City approval of the Plat does not include City approval of a building permit. The Developer or another party applying for a building permit is responsible for paying the required fees associated with a building permit and other deferred fees specified in this Agreement. The City will not issue a building permit for any construction associated with the Plat until the following has occurred to the satisfaction of the City:

A. The Plat and this Agreement have been executed and recorded with Rice County;

B. The Developer has paid all required fees associated with the Plat and this Agreement; and

C. The Developer has fulfilled all requirements of this Agreement to

the satisfaction of the City.

**4.06. <u>Indemnification</u>.** The City, its officials, agents, and employees are not liable or responsible to the Developer, the Developer's successors or assigns, the Developer's contractors or subcontractors, material suppliers, laborers, or any other person for any claim, demand, damage, or cause of action or character arising out of or because of the execution of this Agreement or the performance and completion of this Agreement. The Developer and the Developer's successors or assigns agree to protect, defend and save the City and its officials, agents, and employees harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorney fees, consulting engineering services, and other technical, administrative or professional assistance. Nothing in this Agreement constitutes a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466, or otherwise.

**4.07. <u>Developer's Default</u>.** If the Developer defaults on any work or undertaking required by this Agreement, the City may perform the work as follows:

A. <u>Reimbursement</u>. The Developer must promptly reimburse the City for any expense incurred by the City.

B. <u>License for City Action</u>. This Agreement licenses the City to act. The City need not obtain a court order to enter the Property to perform any work on which the Developer defaults.

C. <u>Special Assessment</u>. The City may levy special assessments against the lots within the Plat to recover its costs for performing any work on which the Developer defaults. For this purpose, the Developer, for itself and its successors and assigns, expressly waives all procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements and any claim that the assessments exceed the benefit to the assessed land. For itself and its successors and assigns, the Developer also waives any appeal rights otherwise available under Minnesota Statutes Section 429.081.

## 4.08. Miscellaneous Provisions.

A. Complete Understandings between the Parties. This Agreement and its recitals and exhibits constitute the complete and exclusive statement of all mutual understandings between the Parties to this Agreement. This Agreement supersedes all prior or contemporaneous proposals, communications, and understandings, whether oral or written, on the subject matter.

B. Amendment. Any amendment to this Agreement must be in writing and signed by both Parties.

C. Assignment. The Developer must not assign any of its obligations under this Agreement without the prior written consent of the City.

D. Agreement to Run with the Land. The Developer must record this Agreement among the land records of Rice County, Minnesota. This Agreement runs with the Property and binds the Developer and its assigns or successors in interest. Notwithstanding the preceding, no conveyance of the Property or any part of the Property relieves the Developer of its liability for the full performance of this Agreement unless the City releases the Developer in writing.

E. Compliance with Laws and Regulations. The Developer represents to the City that the Project and the development of the Property, the subdivision, and the Plat comply with all city, county, state, and federal laws and regulations including, but not limited to, subdivision ordinances, zoning ordinances, and environmental regulations. If the City determines that the subdivision, the Plat, or the development of the Property does not comply with pertinent laws and regulations, the City may not allow work on the Property until there is compliance. Upon the City's demand, the Developer must cease work until there is compliance.

F. No Third-Party Recourse. Third parties will have no recourse against the City under this Agreement.

G. Breach of Agreement Terms. Any breach of the terms of this Agreement by the Developer are grounds for denial of building permits, including building permits associated with lots sold to

third parties.

H. Invalidation of a Provision. The provisions of this Agreement and related documents are understood to be valid under applicable law. If a court or other competent jurisdiction invalidates any provision, that provision will be ineffective only to the extent of such invalidity. It will not invalidate the remainder of the provision or the remaining provisions of this Agreement or related documents.

I. Choice of Law and Venue. This Agreement is governed by and construed per the laws of the state of Minnesota. The state or federal courts in Minnesota will hear all disputes, controversies, or claims arising from this Agreement. All parties to this Agreement waive any objection to the jurisdiction of these courts.

J. Enforcement of this Agreement. No failure by any Party to enforce the strict performance of any covenant, duty, agreement, or condition of this Agreement, or to exercise any consequent right or remedy to a breach of this Agreement, constitutes a waiver of any such breach of any other covenant, agreement, term, or condition. No such failure implies that any Party may again waive such covenant, agreement, term, or condition.

The action or inaction of the City will not constitute a waiver or amendment to the provisions of this Agreement. Binding amendments or waivers must be in writing and signed by the Parties. The City's failure to promptly take legal action to enforce this Agreement does not provide the Developer with a waiver or release.

K. Remedies Not Exclusive. No remedy conferred by any provision of this Agreement is the Party's exclusive remedy. In addition to the rights and remedies in this Agreement, the Parties will have all other rights and remedies provided to them by applicable law, rule, exception, or other agreement.

L. Disclaimer of Relationships. The Developer or any third party must not deem or construe this Agreement or any act by the City or the Developer to create any relationship of a third party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer.

M. Counterparts. The Parties to this Agreement may execute in any counterparts, each of which will constitute the same instrument.

N. Changes in Official Controls. For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan or official controls will apply to or affect the use, development density, lot size, lot layout, or dedications of the approved plat unless required by state or federal law or agreed to in writing by the Developer and the City. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting, or dedication requirements enacted after the date of this contract.

O. Other Development Agreements. Any additional development agreements affecting the Property are incorporated in this Agreement by reference as fully included in this Agreement. If any such development agreements and this Agreement are inconsistent, the language of this Agreement will control.

P. Administration of Data. The City will administer data provided to the Developer or received from the Developer under this Agreement per the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

Q. Additional Requirements. The Developer must satisfy, complete, and abide by all requirements outlined in the Authorizing Resolution, the City Attorney's plat opinion, and all adopted City ordinances and resolutions affecting the Property, all of which are incorporated herein by reference as if fully outlined in this Agreement. In addition, the Developer must adequately address all items as may be directed by the City Attorney, the City Engineer, or others with review and approval authority for the City.

R. Certificate of Completion. Upon the Developer's compliance with the Agreement and recording of the Plat, the City agrees to execute and record a Certificate of Completion in the form attached hereto as Exhibit D.

**4.09. Notices and Demands.** Each Party must sufficiently give, personally deliver, or deliver by registered or certified mail, postage prepaid, return

receipt requested, any notice, demand, or other communication under this Agreement as follows:

| | | |
|---|---|---|
| A. | As to the Developer: | Divine Mercy Catholic Church<br>Attn: Pastor<br>139 Mercy Drive<br>Faribault, MN 55021-5502 |
| B. | As to the City: | City of Faribault<br>Attn: City Administrator<br>208 NW First Avenue<br>Faribault, MN 55021-5105 |
| | with a copy to: | Scott J. Riggs, City Attorney<br>Kennedy & Graven, Chartered<br>150 South 5th Street, Suite 700<br>Minneapolis, MN 55402-1299 |

Either Party may designate another address for communications as per the provisions of this Agreement.

***[The remainder of this page is left intentionally blank.]***

**IN WITNESS OF THE ABOVE,** the Parties have caused this Agreement to be executed on the date and year written above.

**CITY OF FARIBAULT**

By: _____

Kevin F. Voracek
Mayor

By: _____

Timothy C. Murray
City Administrator

STATE OF MINNESOTA )
) SS.
COUNTY OF RICE )

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Kevin F. Voracek and Timothy C. Murray, the Mayor and City Administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, on behalf of the City.

By: _____

Notary Public

**DEVELOPER**

By: _____

Fr. Cory Rohlfing
Its: Vice President

By: _____

Fr. Jeff Schultz
Its: Secretary

STATE OF MINNESOTA )
) SS.
COUNTY OF RICE )

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Fr. Cory Rohlfing, the Vice President and Jeff Schultz, the Secretary, on behalf of the corporation.

_____

Notary Public

This document was drafted by:

KENNEDY & GRAVEN, CHARTERED (SJR)
150 South 5th Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

**EXHIBIT A**
**LEGAL DESCRIPTION**

Lot 1 in Block 3 and Outlot B of Divine Mercy Catholic Church, Rice County, Minnesota.

*(The remainder of this page is left intentionally blank.)*

# EXHIBIT B
# RESOLUTION #2022-170 APPROVE PRELIMINARY AND FINAL PLAT OF DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION

*State of Minnesota*
*County of Rice*

## *CITY OF FARIBAULT*

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### RESOLUTION #2022-170

**APPROVE THE PRELIMINARY PLAT AND THE FINAL PLAT OF**
**DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION**

***WHEREAS,*** Divine Mercy Catholic Church (the "Applicant") submitted applications for preliminary plat approval and final plat approval of DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION legally described in Exhibit A and depicted in Exhibit B and Exhibit C of this resolution; and

***WHEREAS,*** the proposed plat combines Outlot B, and Lot 1, Block 3, DIVINE MERCY CATHOLIC CHURCH to facilitate the development of a proposed school; and

***WHEREAS,*** Section 3.09 of the DIVINE MERCY CATHOLIC CHURCH Subdivision Agreement, dated October 9, 2007, requires park dedication – consequently no additional park dedication is required for the DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION plat; and

***WHEREAS,*** the City Council, at its sole discretion, may require the parkland described in Section 3.09 of the DIVINE MERCY CATHOLIC CHURCH Subdivision Agreement to be deeded to the City with any future development, including the development of the proposed school associated with the DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION plat; and

***WHEREAS,*** City Staff reviewed the Applicant's request for preliminary plat approval and final plat approval and made a report to the Faribault Planning Commission (see the City Engineer's memorandum in Exhibit D of this resolution); and

***WHEREAS,*** the Planning Commission held a public hearing on August 1, 2022, to consider the Applicant's request; and

***WHEREAS,*** following the public hearing, the Planning Commission recommended that the City Council approve the Applicant's requested preliminary plat based on the following findings as required by Section 15-130 of the City's Unified Development Ordinance:

1. **The proposed preliminary plat conforms with the requirements of the Unified Development Ordinance, the applicable zoning district regulations, and any other applicable provisions of this Ordinance, subject only to acceptable rule exceptions.**

   Expanded Finding: The proposed lots created by the preliminary plat of DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION are consistent with the lot dimension requirements outlined in the City's Unified Development Ordinance.

2. **The proposed subdivision is consistent with the City's Land Use Plan and any other adopted land use studies.**

   Expanded Finding: The proposed preliminary plat of DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION is consistent with the City's Journey to 2040 Comprehensive Plan, which guides the area in the plat for institutional use.

3. **The plat contains a sound, well-conceived parcel and land subdivision layout that is consistent with good land planning and site engineering design principles.**

   Expanded Finding: The preliminary plat of DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION is well-conceived. The size and layout of the proposed parcels allow for logical development.

4. **The spacing and design of proposed curb cuts and intersection locations are consistent with good traffic engineering design and public safety considerations.**

   Expanded Finding: The curb cuts exist and are consistent with good engineering design.

5. **All submission requirements have been satisfied.**

Expanded Finding: The preliminary plat of DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION adequately addresses the submission requirements as outlined in the City's Unified Development Ordinance; and

***WHEREAS,*** the Planning Commission, following the August 1, 2022, public hearing, recommended that the Faribault City Council approve the requested final plat of DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION based on the following findings as required by Section 15-210 of the City's Unified Development Ordinance:

1. **The final plat substantially conforms to the approved preliminary plat.**

   Expanded Finding: The Applicant prepared the final plat concurrently with the preliminary plat. The final plat conforms to the preliminary plat.

2. **The plat conforms to all applicable requirements of the Unified Development Ordinance, subject only to approved rule exceptions**.

   Expanded Finding: The final plat conforms to all applicable requirements of the City's Unified Development Ordinance.

3. **All submission requirements have been satisfied.**

   Expanded Finding: The final plat adequately addresses the submission requirements as outlined in the City's Unified Development Ordinance; and

***WHEREAS,*** at a public meeting on August 10, 2022, the City Council considered the Applicant's requests for preliminary plat and final plat approval and concurred with the recommendations and findings of the Planning Commission as stated in the above recitals and hereby makes the identical findings.

***NOW, THEREFORE BE IT RESOLVED*** by the City Council of the City of Faribault as follows:

**Section 1. Approval of the preliminary plat and the final plat.** The City Council hereby approves the preliminary plat and the final plat of DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION legally described in Exhibit A and depicted in Exhibit B and Exhibit C of this resolution based on the written findings in this resolution and subject to the following conditions:

1. The City Council's approvals of the preliminary plat and final plat of DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION are contingent on the City Attorney's plat opinion, review of title work, and any further requirements thereof.

2. The Applicant and the City must enter into a Developer's Platting Agreement to the satisfaction of the City Attorney and City Engineer before recording the DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION plat with Rice County.

3. Parkland dedication was accounted for as part of a previous plat of the Property. No additional parkland for this plat shall be required. However, the City may require that the parkland described in Section 3.09 of the DIVINE MERCY CATHOLIC CHURCH Subdivision Agreement be deeded to the City at any time, including before the execution and recording of the DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION.

4. The Applicant must address all plat-related comments described in the memo from Mark DuChene, City Engineer, dated July 27, 2022, in Exhibit D of this resolution.

5. The Applicant must record the final plat and related Developer's Platting Agreement with the Rice County Recorder's Office within twelve (12) months following City Council approval, or the City Council will automatically, without further action, deem the plat null and void unless the City Council extends the deadline to record the final plat.

6. The Applicant must provide the City Engineer with a signed Mylar copy of the final plat as soon as possible after all signatures have been obtained and after the final plat has been successfully recorded at Rice County.

7. The Applicant must provide the City Engineer with the final plat in a digital format suitable to the City Engineer as soon as possible after the Applicant has successfully recorded the final plat at Rice County.

**Section 2. Findings and incorporation of recitals and exhibits.** The recitals and exhibits incorporated in this resolution constitute the City Council's written findings protecting the public's health, safety, and welfare.

**Section 3. Authorization to take additional steps.** The City Council hereby authorizes the Mayor, City Administrator, City Staff, and the City's Consultants to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution.

**Section 4. Authorization to execute documents.** The City Council hereby authorizes and directs the Mayor and the City Administrator to take all necessary actions and execute all appropriate documents to effectuate the approvals contemplated by this resolution.

**Section 5. Effective date.** This resolution shall become effective immediately upon its passage and without publication.

**Date Adopted:** August 10, 2022

**Faribault City Council**

**Kevin F. Voracek, Mayor**

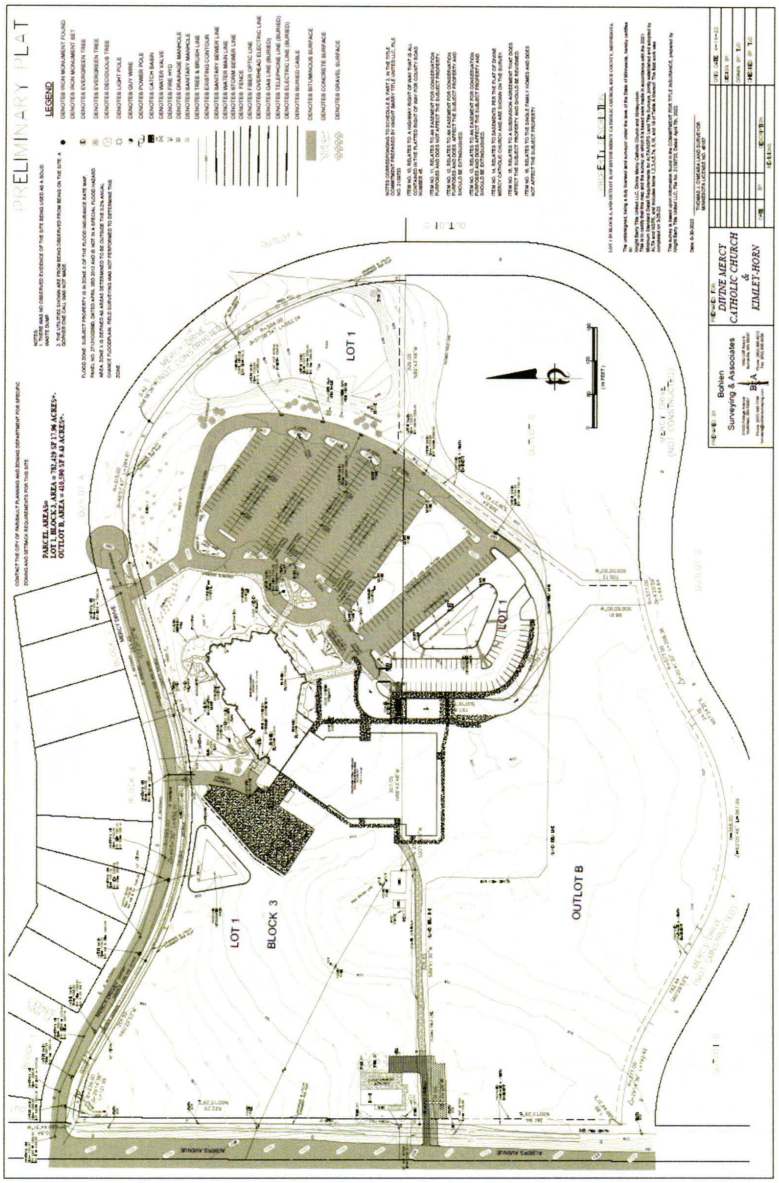
**ATTEST:**

**Timothy C. Murray, City Administrator**

**Exhibit A: Legal Description**

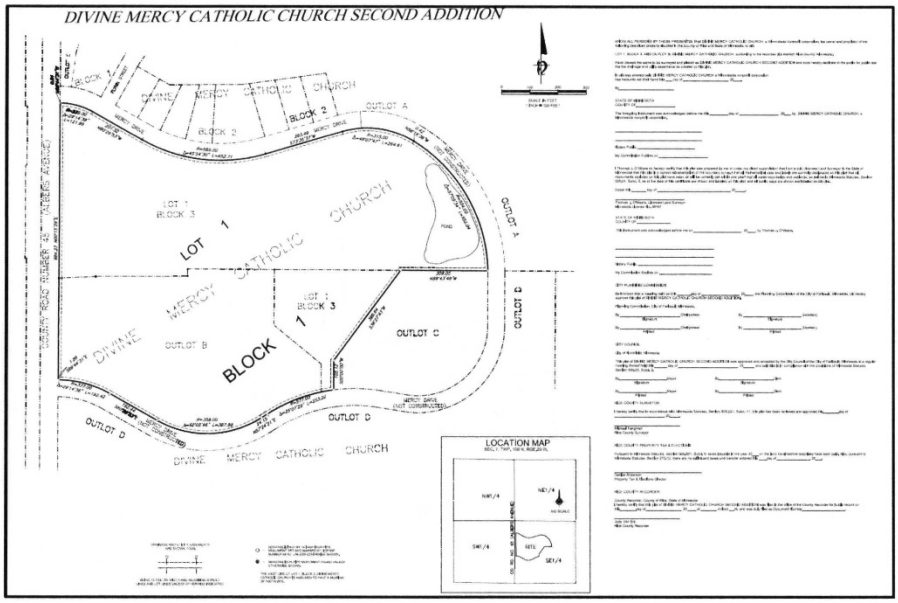
Lot 1, Block 3, and Outlot B, DIVINE MERCY CATHOLIC CHURCH, according to the the recorded plat thereof, Rice County, Minnesota

**Exhibit B: DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION**
**Preliminary Plat**




B- 1

**Exhibit C: DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION Final Plat**




C- 1



DOCSOPEN\FA105\461\825274.v3-9/22/22

**Exhibit D: Memo to David Wanberg, City Planner, from Mark DuChene, City Engineer, dated July 27, 2022**

City Of Faribault

## Engineering Department Memorandum

| | |
|---|---|
| **TO:** | Dave Wanberg, City Planner |
| **CC:** | Deanna Kuennen, Comm. and Econ. Development Director<br>Travis Block, Public Works Director<br>Jeanne Day, Finance Director |
| **FROM:** | Mark DuChene, City Engineer |
| **DATE:** | July 27, 2022 |
| **SUBJECT:** | Divine Mercy Catholic Church Third Addition Preliminary Plat, Final Plat, & Planned Unit Development |

---

**BACKGROUND**

Phillip Parrish on behalf of Divine Mercy Catholic Church, the developer, has submitted a preliminary plat, final plat, and planned unit development applications. The site is located in the SE ¼ of Section 7 Township 109, Range 20W whose parent parcels are Lot 1, Block 3 and Outlot B Divine Mercy Catholic Church. The site is adjacent to CSAH 45 (Albers Avenue) to the West, agricultural property to the south and east and residential property to the north.

The proposed subdivision is located on land that is currently zoned R-2 Low Density Residential. It is proposed to rezone the proposed plat area to Public-Institutional. The proposed improvements include the construction of an elementary school connected to the existing church and expansion of onsite parking and stormwater management facilities.

There are no proposed public improvements.

The proposed development will be completed by:

| | |
|---|---|
| Owner/Developer: | Divine Mercy Catholic Church |
| Surveyor: | Bohlen Surveying & Associates |
| Engineer: | Kimley-Horn & Associates, Inc. |

**Planned Unit Development (PUD)**

The proposed plat is contained within an existing planned unit development approved on August 28, 2007, per Ordinance 2007-19 and as amended on May 25, 2022 per Ordinance 2022-12. The following applicable PUD sections shall be amended as follows:

Section 3. The PUD shall be subject to the following development standards:

**D-1**

1. The education use (including early childhood center) and 48- unit senior housing use shall be allowed ~~as conditional~~ uses within the PUD, and shall be processed according to the provisions governing ~~Conditional Use Permits~~ Public-Institutional zoning districts in the Unified Development Ordinance ineffect at the time of such applications. Provided the proposed ~~conditional~~ uses meet all PUD and/ or underlying ~~R- 2~~ P-I zoning district standards in effect at the time of application, no amendment to the PUD will be required.

2. Platting will be required as future phases of the PUD are developed. Such platting shall be processed according to Chapter 15 of the Unified Development Ordinance, or other subdivision standards in effect at the time of such plat. ~~Provided the proposed plat conforms to the provisions and intent of the original PUD and Subdivision Regulations, such platting will not require an amendment to the Planned Unit Development~~ No additional platting or phases within the original PUD will be allowed without an amendment to the PUD clearly defining a phasing and sequencing plan for the extension of public infrastructure including a second public street connection to CSAH 45.

3. Development of the site shall be according to the approved overall conceptual development plan attached as Exhibit C, which shall be modified as follows:

a. To show landscape buffering compliant with the base number of plantings ( no discount for wider buffer area) in the area of the future play fields and school building.
b. Additional landscaping for impervious acreage is required at a rate of three trees per acre of impervious surface.
c. In addition to the standard enclosure and screening requirements for trash handling and loading areas, the developer shall be required to enhance screening by planting additional appropriate landscaping as approved by city staff.

5. In addition to the standard enclosure and screening requirements for trash handling and loading areas, the developer shall be required to enhance screening by planting additional appropriate landscaping as approved by city staff.

6. All parking areas and access drives shall be hard surfaced with concrete or bituminous, and be striped in compliance with City Code standards. With the exception of the former single-family residence on County Road 45/Albers Avenue, all parking areas and access drives, including parking lot landscape islands, shall have a six-inch insurmountable concrete curb and gutter.

9. Access to the former single-family residence from County Road 45/ Albers Avenue may continue with the following conditions:

A. The Applicant must obtain all required approvals and permits from the Rice County Highway Department for any Applicant- proposed changes or any County required changes to the existing access.
B. The occupancy of the structure and related site served by the access must not exceed fifty ( 50) people.
C. The access must only serve the former single- family residence site. The access shall not be used for vehicular circulation serving the existing church/ future school.

D. The Applicant must either immediately remove the illegal private drive between the existing church and former single- family residence or barricade or otherwise prevent the use of the illegal drive. However, the Applicant must fully remove the illegal private drive and properly restore the site by October 31, 2024.
E. The Applicant must remove the existing accessory buildings adjacent to the private drive or obtain a PUD amendment to maintain the accessory buildings.

**PLAT**

Developer has submitted a preliminary and final plat for DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION. The preliminary and final plat contains one (1) lot for public-institutional development.

The areas within the plat include:

| | |
|---|---|
| Lot 1, Block 1 | 27.39 acres (1,193,019 sf) |
| Total | 27.39 acres (1,193,019 sf) |

Current title work has been submitted with the final plat application and will be subject to the review of the City and City Attorney's office.

At the time of final plat, the Developer agrees to provide sufficient permanent property monumentation per the development agreement and shall submit to the City written verification by a registered land surveyor licensed in the State of Minnesota.

**SITE CONDITIONS**

The existing site contains approximately 27.4 acres of land that that is partially developed with an existing church and associated parking lot, an existing storm water management basin and an existing single-family structure used for assembly purposes and some minor storage structures. The site has a somewhat rolling topography and drainage is generally split with the area west of the existing church building draining west towards CSAH 45 and the area east of the church draining to the existing stormwater basin in the northeast corner of the plat.

**EASEMENTS**

Existing Easements

- There are existing perimeter drainage and utility easements (DUE) for Lot 1 Block 3 Divine Mercy Catholic Church adjacent to the existing public streets.

Proposed Easements

The proposed plat shows perimeter drainage and utility easements as required by City code on proposed Lot 1, Block 1 Divine Mercy Catholic Church Third Addition. A drainage easement of sufficient width as determined by the City Engineer shall be shown to cover the shared sanitary sewer and water mains that will serve the proposed school building from Mercy Drive.

**STREET AND SITE LAYOUT**

No public street improvements are planned as part of the subdivision as the proposed plat improvements have access from Mercy Drive.

Mercy Drive
The site is south of and adjacent to Mercy Drive a local roadway. Mercy Drive is a 32-foot wide, urban roadway and is within a 60-foot right-of-way with a sidewalk on the south side. No new driveways are proposed on Mercy Drive to serve the proposed development as access to the school will be via the existing driveway entrance to the existing church on the east side of the buildings and delivery access to the proposed school will be via the existing driveway on the west side of the church. The proposed accesses and driveways provide adequate space for maneuvering and site circulation.

CSAH 45 (Albers Avenue)
The site is east of and adjacent to CSAH 45 a major collector under the jurisdiction of Rice County. CSAH 45 is constructed as a 24-foot wide, two-lane rural roadway with turn lanes and is within a varying width right-of-way (exceeds 100-feet). There is an existing gravel driveway connecting the former residential structure to the church parking lot area. This gravel driveway must be removed as part of the proposed improvements.

**PARKS AND TRAILS**

Per the development agreement for Divine Mercy Catholic Church the park dedication requirements have been satisfied. No proposed park land or trails are proposed as part of the development; however, the City's comprehensive trails and sidewalks plan does include the extension of a multipurpose trail adjacent to the west side of the proposed plat.

**DRAINAGE, GRADING AND EROSION CONTROL**

STORM SEWER

The development is located within the Straight River (M-048-026) district as identified in the City's 2022 Surface Water Management Plan. Stormwater runoff generated within the site currently drains towards the west towards CSAH 45 or to the east to the existing stormwater management basin. Runoff is ultimately discharged overland to Straight River to the east.

Proposed storm sewer improvements must be designed to accommodate the runoff from a 10-year storm, 24-hour SCS Type II precipitation event as defined by the National Oceanic and Atmospheric Administration Atlas 14 precipitation frequency estimate for the Faribault Station. Drainage calculations for the proposed storm sewer system shall be submitted to the City Engineer for review and approval with the final construction plans. Storm sewer systems must be designed to limit the post construction rate of runoff from the 2, 10 & 100 yr. 24-hour storm events to less than or equal to existing conditions. Final storm sewer locations and construction are subject to City of Faribault standards and must be approved by the City Engineer with final construction plans.

The proposed site improvements include the addition of an estimated 5.98 acres of new and/or reconstructed impervious surface. A stormwater treatment system meeting the current

requirements of the Minnesota Pollution Control Agency (MPCA) Construction Storm Water permit, the City's current Municipal Separate Storm Sewers permit and 2022 Surface Water Management Plan including the Developers Guide for Stormwater Management must be incorporated into the final plans. The Developer has submitted a Stormwater Management Plan and is proposing to construct a new stormwater treatment basin(s) onsite. The storm water basin is proposed to then discharge the City storm sewer system within Mercy Drive.

The proposed stormwater basin(s) will be a private basin and the Developer will be required to enter into a long-term stormwater operations and maintenance agreement with the City and record said agreement at the Rice County Recorder's office.

A City grading permit and a National Pollution Discharge Elimination System Construction Stormwater General Permit for construction activity is required by the Minnesota Pollution Control Agency (MPCA) for areas exceeding one acre being disturbed by grading. A copy of the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA. A stormwater pollution prevention plan (SWPPP) must be submitted meeting the requirements of the City's municipal separate storm sewer system permit and associated ordinances and the erosion and sediment control requirement as set forth in the MPCA construction stormwater general permit. A full copy of the SWPPP must be submitted to the City Engineer with the final construction plans for review and approval.

A final post construction as-built grading plan must be submitted meeting the requirements of Article VII, Section 28-230 of the City of Faribault Code of Ordinances.

**UTILITIES**

The existing site is currently served by City water and sewer from services extended into the site from mains located in Mercy Drive and existing utilities have sufficient capacity to serve the proposed development. Said sewer and water mains shall be considered private.

A drainage and utility easement shall be placed over the shared mains serving the church and school. Final utility locations shall be subject to the review and approval of the City Engineer.

All future buildings shall be charged the standard Sewer Access Charge (SAC) and Water Access Charge (WAC) in effect at the time of building permit issuance.

**WETLANDS**

There are no known wetlands shown on the preliminary plat.

**CONSTRUCTION ACCESS**

Construction traffic access and egress for grading, utility, and building construction shall be restricted to a single construction access.

**RECOMMENDATION**

Engineering recommends approval of the Preliminary Plat, Final Plat & Planned Unit Development, subject to the comments within this report and the following:

- Plat shall be revised to be called DIVINE MERCY THIRD ADDITION.
- Title work shall be subject to review by the City and City Attorney.
- Developer shall enter into a stormwater operations and maintenance agreement prior to issuance of any type of occupancy permits.

**EXHIBIT C**
**CITY ATTORNEY PLAT OPINION**

[Insert Plat Opinion]

**EXHIBIT D**
**CERTIFICATE OF COMPLETION**

**FORM OF CERTIFICATE OF COMPLETION**

WHEREAS, the City of Faribault, a Minnesota municipal corporation ("City"), and The Catholic Church of Divine Mercy of Faribault, a Minnesota religious parish corporation under the laws of the State of Minnesota (the "Developer") have entered into a certain Development Agreement (the "Agreement") dated the _____ day of September, 2022, and recorded in the office of the County Recorder or Registrar in Rice County, Minnesota, as Document No. _____, which Agreement contained certain covenants and restrictions regarding completion of the Minimum Improvements, as defined in the Agreement; and

WHEREAS, the Developer has performed said covenants and conditions in a manner deemed sufficient by the City to permit the execution and recording of this certification.

NOW, THEREFORE, this is to certify that all construction of the Minimum Improvements specified to be done and made by the Developer has been completed and the covenants and conditions in the Agreement have been performed by the Developer, and the County Recorder in Rice County, Minnesota, is hereby authorized to accept for recording and to record the filing of this instrument, to be a conclusive determination of the satisfactory termination of the covenants and conditions relating to completion of the Minimum Improvements and the expiration of certain obligations contained in the Agreement to the extent expressly provided for therein. Unless otherwise expressly provided in the Agreement, Redeveloper shall be deemed to have satisfied its obligations under the Agreement.

Dated: _____.

**CITY OF FARIBAULT**

By: _____
Timothy C. Murray
City Administrator

STATE OF MINNESOTA )
) ss.
COUNTY OF RICE )

The foregoing instrument as acknowledged before me this _____ day of _____, 20___, by Timothy C. Murray, the City Administrator of the City of Faribault, a Minnesota municipal corporation, on behalf of the City.

_____
Notary Public

**EXHIBIT E**
**CERTIFICATE OF PLAT MONUMENTATION**

## Certification of Plat Monumentation

Name of Plat/Subdivision: _____

Name of Developer: _____

Survey Company: _____

I hereby certify that I am a Minnesota licensed land surveyor, and that all required plat monuments (property irons) have been installed by me, or under my direct supervision, as shown on the recorded Final Plat of the plat/subdivision, in compliance with the terms of the Subdivision Agreement, and meeting the requirements of Minnesota State Statutes, Chapter 505.

_____ _____
Signature Date

_____
Name

_____
License No.

# EXHIBIT F
# STORMWATER OPERATIONS AND MAINTENANCE AGREEMENT

**DRAFT COPY**

---

**STORMWATER MAINTENANCE AGREEMENT**

**THIS AGREEMENT** (the "Agreement") is made and entered into as of the ____ day of _____, 20__, by and between the City of Faribault, a Minnesota municipal corporation (the "City") and The Catholic Church of Divine Mercy of Faribault, a Minnesota religious parish corporation, (the "Owner").

**WITNESSETH:**

**WHEREAS**, the Owner is the fee owner of certain real property located in Rice County, Minnesota, which parcels are legally described on Exhibit A attached hereto (collectively, the "Property"); and

**WHEREAS**, the Stormwater Improvements which are the subject of this Agreement include, but are not limited to a stormwater basin, stormwater drainage structures, vegetated swales, and accompanying structures. The location of the Stormwater Improvements are shown on final approved plans dated _____ as on file with the City of Faribault and last revision date _____ and as shown on Exhibit B attached hereto; and

**WHEREAS**, the City requires permanent provisions for handling of stormwater runoff, including terms and conditions for operation and maintenance of all Stormwater Improvements, and requires such provisions to be set forth in an agreement to be recorded against the Property; and

**WHEREAS**, the City and the Owner intend to comply with certain conditions, including entering into this Agreement regarding the operation and ongoing maintenance of the Stormwater Improvements.

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Maintenance of the Stormwater Improvements. The Owner, for itself and its successor or assigns, agrees to maintain the Stormwater Improvements to retain the design performance capacity and observe all drainage laws governing the operation and maintenance of

the Stormwater Improvements. The Owner shall make periodic inspection and perform maintenance of the Stormwater Improvements as described in Exhibit C attached hereto. The Owner shall make all such scheduled inspections and maintenance, keep record of all inspections and maintenance activities, and submit such records annually to the City. The cost of all inspections and maintenance, including debris removal and vegetation restoration of the Stormwater Improvements, shall be the obligation of the Owner and its successors or assigns as the fee owner of the Property.

2. City's Maintenance Rights. The City may, but shall not be obligated to, maintain the Stormwater Improvements, as provided in this paragraph, if the City reasonably believes that the Owner or its successors or assigns has failed to maintain the Stormwater Improvements such that the Stormwater Improvements are not operating as designed in accordance with applicable drainage laws and other requirements and such failure continues for 30 days after the City gives the Owner written notice of such failure or, if such tasks cannot be completed within 30 days, after such time period as may be reasonably required to complete the required tasks provided that Owner is making a good faith effort to complete said task. The City's notice shall specifically state which maintenance tasks are to be performed. If Owner does not complete the maintenance tasks within the required time period after such notice is given by the City, the City shall have the right to enter upon such portions of the Property as may reasonably be necessary to gain access to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Owner or its successors or assigns, which shall include all reasonable staff time, engineering and legal and other reasonable costs and expenses incurred by the City. If the Owner or its successors or assigns fails to reimburse the City for its costs and expenses in maintaining the Stormwater Improvements within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Property. The Owner, on behalf of itself and its successors and assigns, acknowledges that the maintenance work performed by the City regarding the Stormwater Improvements benefits the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes, Chapter 429. The Owner hereby consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments pursuant to Minnesota Statutes, Section 429.081, provided the amount levied, does not exceed the expenses actually incurred by the City. Further, the City may, at its option, as an additional remedy, recover expenses actually incurred by the City as service charges, in the manner provided by Minnesota Statutes, Section 415.01, 366.011 and 366.012, and the Owner hereby consents to the levy of such assessments without notice or hearing and waives its rights to appeal such assessments pursuant to such Minnesota Statutes, provided the amount levied, does not exceed the expenses actually incurred by the City pursuant to this Agreement. Notwithstanding the foregoing, in the event of an emergency, as determined by the city engineer, the 30-day notice requirement to the Owner for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Owner, and the Owner shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

3. Hold Harmless. The Owner hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Owner's, or the Owner's agents' or employees' negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or

not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Owner to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Owner shall indemnify and hold harmless the City, its employees, agents and representatives for its own negligent acts in the performance of the Owner's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts of the City, its employees, agents and representatives.

4. Costs of Enforcement. The Owner agrees to reimburse the City for all costs prudently incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

5. Rights Not Exclusive. No right of the City under this Agreement shall be deemed to be exclusive and the City shall retain all rights and powers it may have under Minnesota Statutes, sections 444.16 to 444.21 to acquire, construct, reconstruct, extend, maintain and otherwise improve the Stormwater Improvements.

6. Notice. All notices required under this Agreement shall either be personally delivered or be sent by United States certified or registered mail, postage prepaid, and addressed as follows:

| | | |
|---|---|---|
| a) | as to Owner: | Divine Mercy Catholic Church<br>Attn: Pastor<br>139 Mercy Drive<br>Faribault, MN 55021-5502 |
| b) | as to City: | City of Faribault<br>208 NW First Avenue<br>Faribault, MN 55021-5105<br>Attn: City Administrator |
| | with a copy to: | Scott J. Riggs<br>Kennedy & Graven<br>150 5th Street, Suite 700<br>Minneapolis, MN 55402 |

or at such other address as either party may from time to time notify the other in writing in accordance with this paragraph.

7. Successors and Assigns. All duties and obligations of Owner under this Agreement shall also be duties and obligations of Owner's successors and assigns. The terms and conditions of this Agreement shall run with the Property.

8. Effective Date. This Agreement shall be binding and effective as of the date first written above.

**THE CATHOLIC CHURCH OF DIVINE MERCY OF FARIBAULT**

By: _____
Fr. Corey Rohlfing, Vice President

By: _____
Jeff Schultz, Secretary

STATE OF MINNESOTA )
) ss.
COUNTY OF RICE )

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by Fr. Cory Rohlfing, Vice President and Jeff Schultz, Secretary of The Catholic Church of Divine Mercy of Faribault, a Minnesota religious parish corporation.

_____
Notary Public

*(Remainder of page left intentionally blank)*

**CITY OF FARIBAULT**

By: _____
Kevin F. Voracek, Mayor

By: _____
Timothy C. Murray, City Administrator

STATE OF MINNESOTA )
) ss.
COUNTY OF RICE )

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by Kevin F. Voracek and Timothy C. Murray, the mayor and the city administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, by and on behalf of the municipal corporation.

_____
Notary Public

This instrument drafted by:

City of Faribault Engineering Department
1200 Belview Trail
Faribault, MN 55021

*(Remainder of page left intentionally blank)*

**DRAFT COPY**

**EXHIBIT A TO**
**STORMWATER MAINTENANCE AGREEMENT**

**Legal Description of the Property**

**PID**
TO BE FILLED IN

**Legal Description**
LOT 1, BLOCK 1, DIVINE MERCY CATHOLIC CHURCH THIRD ADDITION, City of Faribault , Rice County , Minnesota

**DRAFT COPY**

**EXHIBIT B TO**
**STORMWATER MAINTENANCE AGREEMENT**

**Depiction of Location of Stormwater Improvements**

TO BE INSERTED AFTER FINAL PLAN APPROVAL

**DRAFT COPY**

**EXHIBIT C TO**
**STORMWATER MAINTENANCE AGREEMENT**

**Inspection and Maintenance Schedule**

Inspection and maintenance shall be made consistent with the inspection schedule and checklist below, or with the most recent version of the Minnesota Stormwater Manual or other subsequent manual(s) as dictated by the City.

TO BE SUBMITTED BY OWNER AND INSERTED AFTER FINAL PLAN APPROVAL

# Request for Council Action

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **THROUGH:** | Tim Murray, City Administrator |
| **FROM:** | Mark DuChene, City Engineer |
| **MEETING DATE:** | September 27, 2022 |
| **SUBJECT:** | Resolution 2022-212 Approve Permanent Trail Easement on Lot 1, Block 1 River Ridge Addition |

---

**Background:**

During the preliminary design phase of the cooperative construction project between the City of Faribault and the Minnesota Department of Transportation (MnDOT) it was discovered that a portion of the Straight River Trail on the east side of TH 60 between 2nd Street NE and 3rd Street NE lies outside of public right-of-way or City-owned land. The City has presented a permanent trail easment to the property owner of the Heritage Bluffs Apartments at 200 Heritage Place and the property owner has agreed to provide the City a permanent trail easement over the existing trail as both parties see the trail as a mutual benefit.

**Recommendation:**

Approve Resolution 2022-212 to Approve Permanent Trail Easement on Lot 1, Block 1 River Ridge Addition

**Attachments:**

1. Resolution 2022-212 Approve Permanent Trail Easement on Lot 1 Block 1 River Ridge Addition
2. Permanent Trail Easement Lot 1 Block 1 River Ridge Addition

*State of Minnesota*
*County of Rice*

# *CITY OF FARIBAULT*

---

## RESOLUTION #2022-212

### APPROVE PERMANENT TRAIL EASEMENT ON LOT 1, BLOCK 1 RIVER RIDGE ADDITION

***WHEREAS,*** during the preliminary design phase of the cooperative construction project between the City of Faribault and the Minnesota Department of Transportation it was discovered that a portion of the Straight River Trail on the east side of TH 60 between 2nd Street NE and 3rd Street NE lies outside of public right-of-way or City-owned land; and

***WHEREAS,*** the City prepared a Permanent Trail Easement Agreement attached as Exhibit A; and

***WHEREAS,*** the City has presented said permanent trail easement to the property owner of Lot 1, Block 1 River Ridge Addition (Heritage Bluffs Apartments at 200 Heritage Place) and the property owner has agreed to provide the City a permanent trail easement over the existing trail as both parties see the trail as a mutual benefit.

***NOW, THEREFORE BE IT RESOLVED,*** that the Faribault City Council hereby approves the Permanent Trail Easement in Exhibit A of this Resolution and hereby authorizes City Staff and the City's Consultants to make limited revisions to the Easement as may be necessary to finalize the Easement.

***ALSO, BE IT RESOLVED,*** that the Faribault City Council hereby authorizes the Mayor and City Administrator to execute and record said final Easement.

**Date Adopted:** September 27, 2022

**Faribault City Council**

_____

**Kevin F. Voracek, Mayor**

**ATTEST:**

_____

**Timothy C. Murray, City Administrator**

# EXHIBIT A

PID # 18.31.1.76.002 (Reserved for Recording) Abstract

# PERMANENT TRAIL EASEMENT

THIS EASEMENT is given this 20 day of September, 2022 by Heritage Bluff Apartments, LLC, a limited liability company formed under the laws of Minnesota, (the "Owner") to the City of Faribault, a Minnesota municipal corporation, Grantee (the "City"):

## Recitals

WHEREAS, The Owner is the fee owner of certain real estate located at 200 Heritage Pl, Faribault, MN, PID # 18.31.1.76.002 (the "Property") in Rice County, Minnesota, described in the attached **Exhibit A.**

WHEREAS, In furtherance of a trail improvement project, the City desires to obtain from the Owner, and the Owner desires to convey to the City a Permanent Trail Easement (the "Easement") as described and shown on the attached **Exhibit B**.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree and covenant as follows:

1. Grant of Easement. For good and valuable consideration, the receipt of which is acknowledged by the Owner, the Owner hereby grants and conveys to the City, its successors and assigns, the following easement:

   A. A permanent easement for trail purposes over, under, across, and through the part of the Property that is described and shown on the attached **Exhibit A.** This Permanent Trail Easement shall give the City the right to construct, use and maintain a City Trail as if said easement were deeded right of way to the City.

2. Conditions Of Easement. The Easement shall be granted subject to the following conditions:

   A. The Property shall remain subject to sale or lease; such sale or lease shall not serve to revoke this Easement.

   B. The City shall comply with all applicable local, state, and federal laws, rules, or regulations affecting said Easement.

   C. The Easement shall not be assignable by the City except to the Minnesota Department of Transportation or upon written consent of the Owner.

   D. The Owner reserves the right to occupy and use the Property for all purposes not inconsistent with the rights herein granted.

   E. The City and its authorized agents, including contractor personnel and equipment, are granted reasonable access over other areas of the Property as may be needed to construct the improvements within the Easement.

   F. Upon completion of construction, the City shall restore the easement areas pursuant to the City of Faribault's standard specifications for construction.

   G. The City and the Owner agree that each party will be responsible for its own acts and the results thereof to the extent authorized by law and shall not be responsible for acts of any others and the results thereof.

   H. The permanent trail easement shall run with the land unless vacated by majority vote of the City Council for the City of Faribault.

3. Non-Waiver of Claims. Nothing contained in here shall be deemed a waiver by the City of any governmental immunity defenses, statutory or otherwise. Further, any and all claims brought by the Landowner, its successors or assigns, shall be subject to any governmental immunity defenses of the City and the liability limits provided by Minnesota Statutes Chapter 466.

4. Warranty of Title. The Owner warrants to the City, its successors and assigns, that the Owner is well seized in fee of the Property and has good right to grant and convey the Easements and good right to make this grant to the City.

**[SIGNATURE PAGES TO FOLLOW]**

Dated: Sept. 20/22, 2022.

HERITAGE BLUFF APARTMENTS, LLC,
A MINNESOTA LIMITED LIABILITY COMPANY

By: _____
Steve Cheney
Its: Manager

STATE OF MINNESOTA )
) ss.
COUNTY OF Rice )

The foregoing instrument was acknowledged before me this 20 day of September, 2022, by Steve Cheney, Manager of Heritage Bluff Apartments, LLC, a Minnesota limited liability company.

JORDAN E LANGE
Notary Public
Minnesota
My Commission Expires
Jan 31, 2026

_____
Notary Public



DOCSOPEN\FA275\8\818803.v2-8/29/22

Dated: _____, 2022.

CITY OF FARIBAULT,
A MINNESOTA MUNICIPAL
CORPORATION

By: _____
Kevin F. Voracek
Its: Mayor

By: _____
Timothy C. Murray
Its: City Administrator

STATE OF MINNESOTA )
) ss.
COUNTY OF RICE )

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Kevin F. Voracek and Timothy C. Murray, Mayor and City Administrator, respectively, of the City of Faribault, a municipal corporation organized under the laws of the Stare of Minnesota, on behalf of the City of Faribault, Grantee.

_____
Notary Public

This instrument was drafted by:
City of Faribault Engineering Dept.
208 1st Avenue NW
Faribault, MN 55021



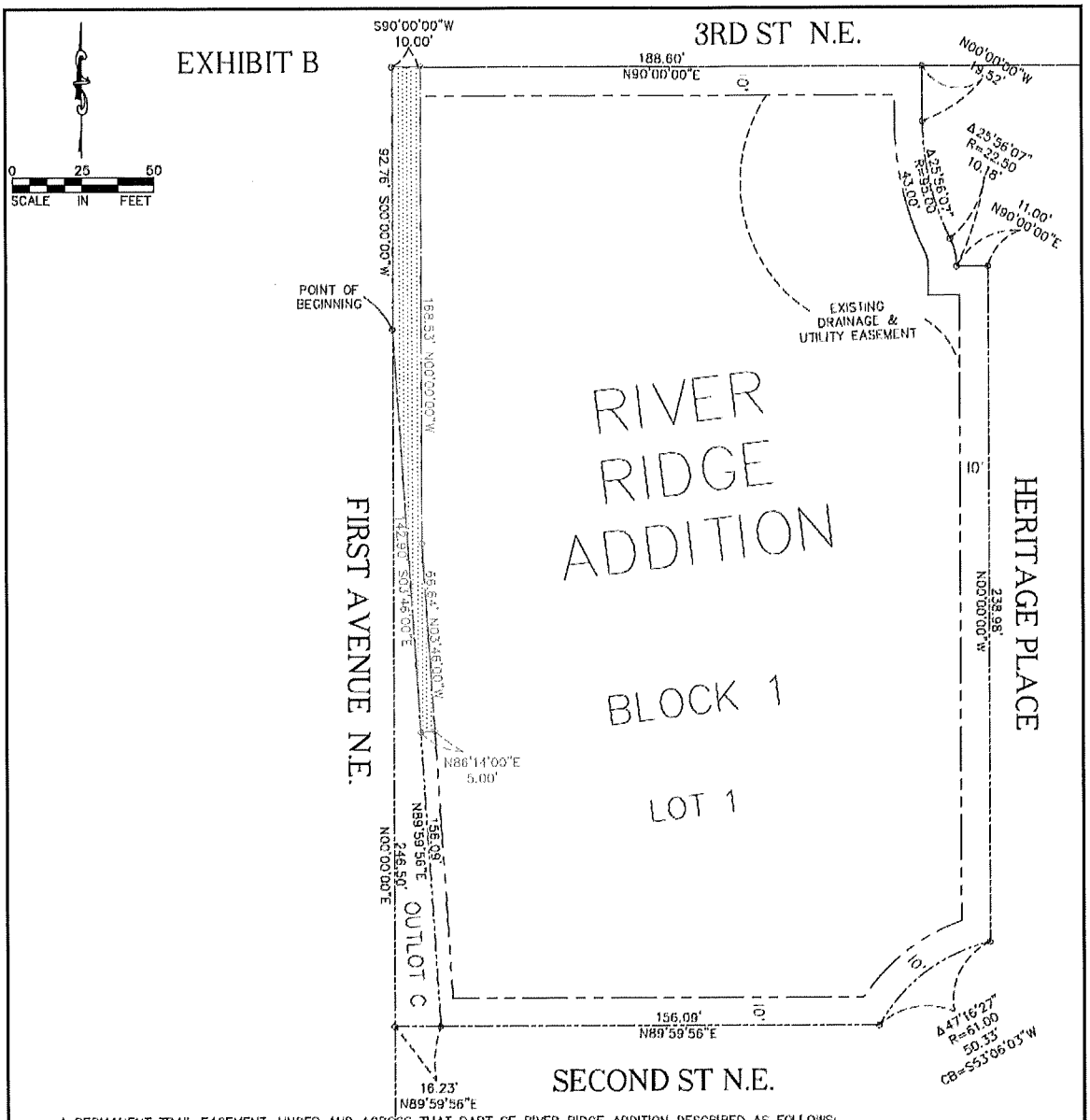
DOCSOPEN\FA275\8\818803.v2-8/29/22

**Exhibit A**
**Legal Description**

LOT 1, BLOCK 1, RIVER RIDGE ADDITION, according to the plat hereof, on file and of record in the office of the County Recorder, Rice County, Minnesota

Abstract Property

**Exhibit B**




A PERMANENT TRAIL EASEMENT, UNDER AND ACROSS THAT PART OF RIVER RIDGE ADDITION DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF OUTLOT C, RIVER RIDGE ADDITION, BLOCK 1; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS EAST A DISTANCE OF 246.50 FEET TO THE TRUE POINT OF BEGINNING OF THE EASEMENT TO BE DESCRIBED. THENCE SOUTH 3 DEGREES 46 MINUTES 00 SECONDS EAST A DISTANCE OF 142.90 FEET TO A POINT OF INTERSECTION ALONG EAST LINE OF OUTLOT C; THENCE NORTH 86 DEGREES 14 MINUTES 00 SECONDS EAST A DISTANCE OF 5.0 FEET; THENCE NORTH 3 DEGREES 46 MINUTES 00 SECONDS WEST A DISTANCE OF 66.64 FEET; THENCE NORTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 168.53 FEET TO A POINT OF INTERSECTION ALONG THE NORTH LINE OF LOT 1 BLOCK 1; THENCE SOUTH 90 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 10.0 FEET TO THE NORTHWEST CORNER LOT 1 BLOCK 1; THENCE SOUTH 00 DEGREES 00 MINUTES 00 SECONDS WEST A DISTANCE OF 92.76 FEET ALONG THE WEST LINE OF BLOCK 1, LOT BACK TO POINT OF BEGINNING

SE 1/4 OF NE 1/4 OF
SECTION 31 CANNON CITY TWP

City Of **Faribault**
**ENGINEERING DEPARTMENT**

EASEMENT AREA 1830.25 S.F.

PROPOSED PERMANENT TRAIL EASEMENT

# Request for Council Action

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **THROUGH:** | Tim Murray, City Administrator |
| **FROM:** | Paul J. Peanasky, Parks and Recreation Director |
| **MEETING DATE:** | September 27, 2022 |
| **SUBJECT:** | Resolution 2022-213 Approve Street Closure for Downtown Car Show |

**Background:**

A request has been made by Kelly Nygaard, on behalf of the Faribault Area Chamber of Commerce & Tourism, to hold a Car Show in downtown Faribault on October 8, 2022. The event will use the 400 block of Central Avenue. This will require Central Avenue from 4th Street NW to 5th Street NW to be closed from 9:00 AM to 3:00 PM. All cross streets will remain open.

This event is for the filming of a show for Warm Springs Productions which will be televising the event nationally at a later date on cable TV

**Recommendation:**

Approve Resolution 2022-213 Approve Street Closures for Downtown Car Cruise Nights as listed above.

**Attachments:**

1. Resolution 2022-213 Approve Street Closures for Downtown Car Show
2. Street Closure Request

*State of Minnesota*
*County of Rice*

# *CITY OF FARIBAULT*

---

## RESOLUTION #2022-213

### APPROVE STREET CLOSURE FOR DOWNTOWN CAR SHOW

***WHEREAS***, the Faribault Chamber of Commerce is hosting a Car Show in downtown Faribault on the Saturday October 8, 2022; and

***WHEREAS***, they plan for the events to run from 9:00 AM to 3:00 PM; and

***WHEREAS***, the Faribault Chamber of Commerce will provide a completed event agreement including liability insurance information prior to the event; and

***WHEREAS***, the Faribault City Council is supportive of these events; and

***WHEREAS***, Section 15-57 of the Faribault Code of Ordinances provides for temporary parking restrictions by means of Council resolution.

***NOW, THEREFORE BE IT RESOLVED,*** that Central Avenue from 4th Street NW to 5th Street NW will be closed from 9:00 AM to 3:00 PM on October 8, 2022, for the Downtown Car Show.

**Date Adopted:** September 27, 2022

**Faribault City Council**

_____

**Kevin F. Voracek, Mayor**

**ATTEST:**

_____

**Timothy C. Murray, City Administrator**

City Of Faribault

# Street Closure Application

(I) (we) hereby request consideration for closure of Central Ave.

Street Address

between 4th St (Street Name) and 5th St. (Street Name)

for Car Show

(description of event)

between the hours of 9AM and 3pm on Date: 10/08/22

Applicant information:

Name: Kelly Ingaard

Address: 530 Wilson Ave

Phone: 507 334-4361

2nd Contact person:

Name: Nart Johnson

Address: 530 Wilson Ave

Phone: 507-334-4361

Orange traffic cones are available upon request. The applicant will be responsible for picking up and returning the cones. Applicant will make arrangements with Public Works at 333-0361 for date of pickup.

This application has been reviewed and approved on: _____

By: _____ Public Works Department

By: _____ Fire Department

By: _____ Police Department

# Request for Council Action

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **THROUGH:** | Tim Murray, City Administrator |
| **FROM:** | Deanna Kuennen, Community & Economic Development Director |
| **MEETING DATE:** | September 27, 2022 |
| **SUBJECT:** | Resolution 2022-214 Approving Purchase and Development Agreement for Property Described as Lots 1-3, Block 1, FARIBAULT APARTMENTS |

**Background:**

The City has been working with Faribault Apartments LLC (Developer), on the development of the City-owned land at the southwest corner of 17th Street SW and Willow Street/Albers Avenue/CSAH 45. Over the past month, Staff, City Attorney, and the Developer have been finalizing the Purchase and Development Agreement. The details have been finalized at this time - identifying public improvements, private improvements, purchase price, platting, and other provisions - which are reflected in the Purchase and Development Agreement for the property located at Lots1-3, FARIBAULT APARTMENTS. Once the agreement is executed, the Developer can move forward with scheduling the closing, and ultimately site preparation to prepare the property for early Spring 2023 construction.

**Recommendation:**

Approve Resolution 2022-214 Approving Purchase and Development Agreement for Property Described as Lots 1-3, Block 1, FARIBAULT APARTMENTS

**Attachments:**

1. Resolution 2022-214 Approving Purchase and Development Agreement for Property Described as Lots 1-3, Block 1, FARIBAULT APARTMENTS

*State of Minnesota*
*County of Rice*

# *CITY OF FARIBAULT*

---

## RESOLUTION #2022-214

### APPROVE PURCHASE AND DEVELOPMENT AGREEMENT FOR PROPERTY DESCRIBED AS LOTS 1-3, BLOCK 1, FARIBAULT APARTMENTS

***WHEREAS,*** the City of Faribault, a Minnesota municipal corporation (the "City"), and Faribault Apartments LLC, a limited liability company ("Developer") are jointly involved in developing property legally described as Lots 1-3, Block 1, FARIBAULT APARTMENTS (the "Property"); and

***WHEREAS,*** a Purchase and Development Agreement (the "Agreement") providing for the terms and conditions for the conveyance and development of the Property has been prepared, with such Agreement being as set forth in Exhibit A and incorporated into and made a part of this Resolution; and

***WHEREAS,*** the City desires to enter into the Agreement to further facilitate development and conveyance from the City to the Developer of the Property and deems such development and conveyance to be in the public's interest; and

***WHEREAS,*** the City has followed applicable statutory, charter and code provisions and the City finds that entering into the Agreement regarding the Property will fulfill the objectives, goals and mission of the City; and

***NOW, THEREFORE BE IT RESOLVED,*** that the recitals set forth in this Resolution are incorporated into and made a part of this Resolution.

***ALSO, BE IT RESOLVED,*** that the Agreement is approved in substantially the form presented to the City Council on this date, subject to modifications that do not materially alter the City's rights and obligations under the Agreement and that are approved by the City's Mayor and City Administrator, which approvals shall be conclusively evidenced by execution of the Agreement.

***ALSO, BE IT RESOLVED,*** that the Mayor and the City Administrator of the City are hereby authorized and directed to execute all appropriate documents and additional agreements, including but not limited to the Agreement, to effectuate and implement the approvals contemplated by this Resolution.

***ALSO, BE IT RESOLVED,*** that the Mayor, City Administrator, staff and consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Resolution.

**Date Adopted:** September 27, 2022

**Faribault City Council**

_____

**Kevin F. Voracek, Mayor**

**ATTEST:**

_____

**Timothy C. Murray, City Administrator**

# EXHIBIT A

## PURCHASE AND DEVELOPMENT AGREEMENT

# PURCHASE AND DEVELOPMENT AGREEMENT
# FOR
# FARIBAULT APARTMENTS

THIS PURCHASE AND DEVELOPMENT AGREEMENT (the "Agreement") is made this _____ day of _____, 2022, by and between the CITY OF FARIBAULT, a Minnesota municipal corporation (the "City"), and Faribault Apartments LLC, a Minnesota limited liability company, formed under the laws of Minnesota (the "Developer").

## Recitals

A. The City is the fee owner of certain real estate located in the city of Faribault, Rice County, Minnesota, which is legally described in **Exhibit A**, attached hereto (the "Property").

B. The Developer desires to purchase, and the City desires to sell the Property, pursuant to that certain Preliminary Development Agreement entered into between the parties, dated March 15, 2022, (the "Preliminary Development Agreement") which is incorporated by reference into and made a part of this Agreement as if fully set forth herein, and pursuant to the terms of this Agreement.

C. The sale of the Property in accordance with the terms of this Agreement based on the Developer's express agreement to carry out the terms of this Agreement.

## Agreement

In consideration of each party's promises as set forth in this Agreement, it is mutually agreed as follows:

## ARTICLE ONE
## REPRESENTATIONS AND WARRANTIES

**1.01. City's Representations and Warranties.** The City makes the following representations as the basis for the undertakings on its part contained herein:

A. The City is a municipal corporation under the laws of Minnesota.

B. The City is the fee owner of the Property.

C. The City has the right, power and authority to execute, deliver and perform its obligations under this Agreement.

**1.02. Developer's Representations and Warranties.** The Developer makes the following representations as the basis for the undertakings on its part contained herein:

A. The Developer is a domestic limited liability company formed under the laws of the state of Minnesota.

B. The Developer has the right, power and authority to execute, deliver and perform its obligations under this Agreement. The Developer assures the City that the individual who executes this Agreement on behalf of the Developer is duly authorized to sign on behalf of the Developer and to bind the Developer thereto.

C. The Developer is not in default under any lease, contract, or agreement to which it is a party or by which it is bound, which would affect its performance under this Agreement. The Developer is not a party to or bound by any mortgage, lien, lease, agreement, instrument, order, judgment, or decree, which would prohibit the execution or performance of this Agreement by the Developer or prohibit any of the transactions provided for in this Agreement.

D. The Developer has complied with and will continue to comply with all applicable federal, state and local statutes, laws, ordinances and regulations including, without limitation, any permits, licenses and applicable zoning, environmental, or other laws, ordinances, or regulations affecting the Property or the Improvements. The Developer is not aware of any pending or threatened claim of any such violation. Without limitation of the foregoing, the Developer expressly acknowledges and agrees that it has and shall at all times comply with each and every provision of the City's subdivision, zoning, and other related municipal code regulations.

E. There is no suit, action, arbitration or legal, administrative or other proceeding or governmental investigation pending or threatened against or affecting the Developer. The Developer is not in default with respect to any order, writ, injunction or decree of any federal, state, local or foreign court, department, agency or instrumentality.

F. None of the representations and warranties made by the Developer or made in any exhibit hereto or memorandum or writing furnished or to be furnished by the Developer or on its behalf contains or will contain any untrue statement of material fact or omits any material fact, the omission of which would be misleading.

G. The Developer has sufficient funds or has obtained a commitment for financing in an amount adequate to finance construction of the Public Improvements and other work that may be undertaken by the Developer in conjunction with said improvements.

**1.03. Incorporation of Recitals and Exhibits**. The Recitals set forth in the preamble to this Agreement and the Exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.

## ARTICLE TWO
## CONSTRUCTION OF IMPROVEMENTS

**2.01. Public Improvements.** The following public improvements are anticipated for this project. Should the need for additional public improvements be identified during the course of project development, an amendment to this agreement or a separate agreement shall be negotiated by the City and the Developer to identify responsibilities for funding and delivery.

A. The Developer shall obtain all necessary permits/approvals from Rice County for all construction in the CSAH 45 (Willow Street) right-of-way and shall complete all required improvements per the Rice County Engineer including but not limited to the construction of a northbound left turn lane from CSAH 45 to the proposed driveway on CSAH 45 directly across from Allen Path. The Developer shall obtain all necessary permits/approvals from the City of Faribault for all construction in the 17th Street SW right-of-way.

B. The Property is served by municipal sanitary sewer and watermain. Other than connection(s) of the private service line(s) with the municipal utilities, no changes or improvements regarding the municipal utilities are proposed as part of the Plat.

C. The City has future pedestrian crossing improvements planned for the intersection of CSAH 45/Willow Street and 17th Street SW. The Developer shall contribute $20,000.00 towards the design and construction of those improvements (preliminary cost estimate is $80,000.00 - $100,000.00), to be paid to the City within ninety (90) days following the execution of this Agreement.

D. The Developer shall construct a six (6) foot wide concrete sidewalk on the east side of the development in the CSAH 45 right-of-way along the entire width of the property. Developer shall be responsible for 100% of the costs to construct said sidewalk

E. The Developer shall construct a ten (10) foot wide bituminous path on the north side of the development in the 17th Street SW right-of-way along the entire width of the property. Developer shall be responsible for the equivalent costs of a six (6) foot wide concrete sidewalk. The City shall be responsible for the trail oversizing costs.

F. The Developer shall be responsible for 100% of the costs to provide street lighting at the proposed driveway entrances on 17th Street SW and CSAH 45.

**2.02. <u>Private Improvements</u>.** Consistent with the requirements of the Contract for Private Development (the "Contract") by and between the Economic Development Authority of the City of Faribault (the "Authority") and the Developer, which is incorporated by reference into and made a part of this Agreement as if fully set forth herein, the Developer agrees that it will construct the Minimum Improvements and all elements associated therewith on the Property in accordance with the Construction Plans. The Developer acknowledges that, in addition to the requirements of the Contract and this Agreement, construction of the Minimum Improvements will necessitate compliance with other reviews and approvals by the City and possibly other governmental agencies and, to the extent such approvals have not already been obtained, agrees to submit all applications for and pursue to their conclusion all other approvals needed prior to constructing the Minimum Improvements.

All defined terms of the Contract shall have the same meaning in this Agreement and all other requirements of the Contract as to the Minimum Improvements shall be satisfied and adhered to by the Developer as if such requirements were fully set forth in this Agreement. The general site layout plan and general building design and materials for the Minimum Improvements (the "General Plans") are as depicted in **Exhibit B**.

A. <u>Construction Plans</u>. The Developer shall submit Construction Plans to the City for review and approval, which shall provide for the construction of the Minimum Improvements as specified in the Contract. The City will approve the Construction Plans if they (1) are consistent with the Preliminary Plans; (2) conform to all applicable federal, State and local laws, ordinances, rules and regulations; (3) are

adequate to provide for the construction of the Minimum Improvements; and (4) conform to the State building code.

B. Site Grading. The Developer shall be responsible for the grading of the Property and submittal of a grading plan to the City Engineer for approval. No significant deviations from the Final Grading Plan, as determined by the City Engineer, shall occur without the approval of the City Engineer. An "as-built" Grading Plan for the Property shall be provided prior to issuance of a final certificate of occupancy, which shall identify building pad elevations, lot corner elevations, parking areas and access drives, storm water ponds, surface drainage ways, common greenways, and open spaces. The "as-built" Grading Plan shall have a maximum two (2) foot contours and meet the requirements of City's Code of Ordinance Chapter 28, Article VII Sec 28-230.

Should the Developer's improvements require minor grading on the City owned land adjacent to the west of the proposed development, the City shall grant the Developer a right-of-entry to complete necessary work on City owned land. Developer shall be responsible for 100% of costs for said work and shall restore the land as approved by the City Engineer.

C. Utilities. The Developer shall be responsible for one hundred percent (100%) of the cost (including permitting and road restoration costs) to extend water and sewer services from the City utility mains to and within the Property, as necessary. The City shall reduce the rates given in the City's Fee Schedule for the Water and Sewer Availability Charges (WAC and SAC) by fifty (50) percent for each of the buildings to be constructed on the Property. The WAC and SAC fees are collected at the time of issuance of a building permit.

D. Storm Water Pollution Prevention Plan (SWPPP). The Developer shall be responsible for erosion and sediment control throughout the site grading work at the Property. The plans for the grading shall include a complete SWPPP prepared in accordance with and meeting the requirements of the City's Code of Ordinances (in particular Chapter 28, Article VII and Appendix B, Section 15-300) and the Minnesota Pollution Control Agency (MPCA) National Pollutant Discharge Elimination System (NPDES) General Stormwater Permit for Construction Activity requirement.

The Developer shall address failed erosion control structures or apparent need for additional erosion control measures within twenty-four (24) hours notification by the City. If the Developer fails to perform the requested corrections in the period dictated by the City, the Developer hereby grants the City consent to enter onto the property to perform the corrective work. The Developer will reimburse the City for all erosion control work performed on its behalf. The Developer shall inspect and if necessary clean all catch basins, sumps, and ponding areas of erosion/siltation and restore to the original condition at the end of construction within this development. All silt fence and other erosion control should be removed following the establishment of turf.

E. Sodding and Landscaping. The Developer will be responsible for sodding or seeding the Property and the disturbed right-of-way areas that are not paved and all other disturbed turf areas. The Developer will also be responsible for sodding drainage swales and emergency overflow swales as directed by the City Engineer. The Developer shall guarantee the survivability of the sodding for one year from the time of installation.

F. Street Maintenance. The Developer shall be responsible for street maintenance, including street sweeping of debris and soil, until the development is complete. Warning signs shall be placed when hazards develop in the streets.

G. Damage Responsibilities. The Developer shall be financially responsible for the repair of any damage done to the streets and public utilities directly related to the development improvements, from the time of installation until the development is fully completed and approved by the City.

H. Underground Utilities. In accordance with Sec. 15-380 of Appendix B (Unified Development Regulations) of the City Code of Ordinances, all utilities that serve newly developing areas are to be placed underground, unless overhead utilities are required based on a determination by the City Engineer. The Developer acknowledges that it shall be responsible for any required relocation of overhead utility lines located at the Property at the Developer's sole expense.

I. Other Governmental Jurisdictions. The Developer shall be responsible for securing all necessary approvals and permits from all appropriate federal, state, regional, and local jurisdictions prior to the commencement of site grading or construction, and shall provide copies of all required permits to the City prior to beginning any work covered under the respective permit.

## ARTICLE THREE
## CONVEYANCE PROVISIONS

**3.01. Sale of Property.** As of the date of this Agreement, the City owns the Property. The City will convey title to and possession of the Property to the Developer, subject to all the terms and conditions of this Agreement.

**3.02. Purchase Price; Provisions for Payment.** The purchase price to be paid to the City by the Developer in exchange for the conveyance of the Property is $226,500.00. The purchase price shall be payable by the delivery of cash or other funds of the Developer in the amount of $226.500.00.

**3.03. Title Examination/Curing Title Defects.** As soon as reasonably possible after execution of this Agreement by both parties:

A. City shall surrender any abstract of title and a copy of any owner' s title insurance policy for the property, if in City' s possession or control, to Developer or to Developer's designated title service provider; and

B. Developer shall obtain the title evidence determined necessary or desirable by Developer.

Within twenty (20) days after the date on which the Developer exercises the Option, the Developer shall have thirty (30) days from the date it receives such title evidence to raise any objections to title it may have. Objections not made within such time will be deemed waived. The City shall have ninety (90) days from the date of such objection to affect a cure; provided, however, that City shall have no obligation to cure any objections, and may inform Developer of such. The Developer may then elect to close notwithstanding the uncured objections or declare this Agreement null and void, and the parties will thereby be released from any further obligation hereunder.

**3.04. Conditions of Conveyance.** The City shall convey title to and possession of the Property to the Developer by a quit claim deed substantially in the form of the deed attached hereto as **Exhibit C**. The City's obligation to convey the Property to the Developer is subject to the satisfaction of the following terms and conditions:

A. The City having approved all required construction plans hereunder;
B. There existing no uncured Events of Default under this Agreement; and
C. The execution and delivery of copies of all of the exhibits attached hereto.

These conditions are solely for the benefit of the City and may be waived by the City. All conditions must be satisfied or waived on or before the Closing, as defined herein. If any such conditions have not been satisfied or waived not less than 15 days prior to the Closing, then this Agreement may be terminated by either party, by written notice delivered to the other. Waiver of any condition must be in writing and delivered to the non-waiving party.

The closing on conveyance of the Property from the City to the Developer shall occur upon satisfaction of the conditions specified herein, but not later than October 31, 2022, or at such date as the parties hereto may agree in writing (the "Closing"). The Closing shall occur at City Hall, unless the parties agree, in writing, to an alternative closing location.

The deed required hereunder, and all other documents, shall be in recordable form, and shall be promptly recorded in the proper office for recordation of deeds and other instruments pertaining to the Property. At closing, the Developer shall pay:

A. The recording costs for the deed (excluding state deed tax) and costs associated with any additional recordable documents;
B. Title insurance commitment fees and premiums, if any;
C. Outstanding taxes and assessments, if any; and
D. Title company closing fees, if any.

At Closing, the City shall pay the following costs:

A. State deed tax; and
B. Costs of recording any instruments used to clear title encumbrances.

**3.05. <u>As-is Condition</u>.** The Developer acknowledges that the City makes no representations or warranties as to the condition of the soils or other environmental conditions on the Property or its fitness for construction of any improvements thereupon or any other purpose for which the Developer may make use of such property and further acknowledges and agrees that the Property shall be conveyed as is. DEVELOPER ACKNOWLEDGES THAT THE DEVELOPER IS PURCHASING THE PROPERTY IN RELIANCE THE DEVELOPER'S INSPECTION OF THE PROPERTY PURSUANT TO THIS AGREEMENT AND ON THE DEVELOPER'S JUDGMENT REGARDING THE SUFFICIENCY OF SUCH INSPECTIONS. THE DEVELOPER IS NOT RELYING ON ANY WRITTEN OR ORAL REPRESENTATIONS, WARRANTIES OR STATEMENTS THAT THE CITY OR THE CITY'S AGENTS HAVE MADE. SUBJECT TO THE DEVELOPER'S RIGHT TO TERMINATE THIS AGREEMENT PURSUANT TO THE TERMS HEREIN, THE DEVELOPER IS PURCHASING THE PROPERTY IN "AS IS" CONDITION. The Developer further agrees that, after Closing, it will indemnify, defend, and hold harmless the City, and its governing body members, officers, and employees, from any claims or actions arising out of the presence, if any, of hazardous wastes or pollutants on the Property.

**3.05. <u>No Business Subsidy</u>.** The City and Developer hereby acknowledge that the assistance being provided by this Agreement, constitute assistance for housing, and therefore do not constitute a business subsidy according to Minnesota Statutes, section 116J.993, subd. 3, para. (7).

## ARTICLE FOUR
## ADDITIONAL PROVISIONS

**4.01. Platting Requirements.** The Developer shall plat the Property consistent with the preliminary and final plat of FARIBAULT APARTMENTS (the "Plat"), approved by the City Council in Resolution No. 2022-184 (the "Authorizing Resolution") on August 23, 2022, which is set forth in **Exhibit D** and incorporated by reference to this Agreement as if fully set forth herein, subject to the conditions and requirements contained in the Authorizing Resolution, the Faribault City Code, this Agreement and state statutes. Subject to the conditions and requirements contained in the Authorizing Resolution, the Faribault City Code, the City Attorney's plat opinion (as set forth in **Exhibit E** and incorporated by reference to this Agreement as if fully set forth herein), this Agreement, and state statutes, the Developer shall finalize the plat of FARIBAULT APARTMENTS and shall cause the final plat of FARIBAULT APARTMENTS to be recorded with the Rice County Recorder/Registrar of Titles and provide the City with a reproducible Mylar copy of said plat and a digital copy of said plat in a format suitable to the City Engineer.

A. Easements. The Developer shall provide all easements as provided by City Code and as directed by the City Engineer. More specifically, the Developer shall provide the following easements:

- Any drainage and utility easements not dedicated via the Plat as required by City Code.
- A perpetual cross-access easement and maintenance agreement, in a form acceptable to the City.
- A perpetual private drainage and utility easement and maintenance agreement between the proposed lots in the plat for the stormwater treatment basin and related appurtenances on LOT 1, BLOCK 1, in a form acceptable to the City.

B. Property Monumentation. The Developer agrees to provide sufficient temporary property monumentation, installed by or under the direction of a registered land surveyor, prior to and during the course of the construction of the development to ensure proper layout. The Developer further agrees to install and/or verify all permanent subdivision monumentation before the City's issuance of the final certificate of occupancy or one year from the date of recording of the Plat. The Developer shall submit to the City Engineer written verification by a registered land surveyor licensed in the state of Minnesota that the required monuments have been installed throughout the Plat. All subdivision monumentation (property irons) shall be marked with a steel or fiberglass fence post (a minimum of four (4) feet high above the ground) for ease of locating.

C. Parkland Dedication. The Developer shall be responsible for payment of parkland dedication fees (cash in lieu of land) in accordance with Section 15-336 (B) (1) of the City's Unified Development Ordinance (as amended by Ordinance 2021-12, adopted by the City Council on December 14, 2021). For the purposes of calculating the payment, the unit count of the multi-family apartment buildings will be applied cumulatively for the multiple buildings proposed, even if all buildings are not constructed simultaneously. Parkland dedication fees shall be due and payable prior to the issuance of the building permit for each phase of the development.

D. Trunk Utility Area Charges. The Property is included in the trunk utility service area established as part of the Divine Mercy Catholic Church Subdivision Agreement, executed on October 9, 2007 and recorded as Document No. 593831 on October 12, 2007. Trunk utility area charges, in the amount

of $2,500.00 per acre (totaling $22,650.00), payable to Divine Mercy Catholic Church, shall be the responsibility of the City.

**4.02. Planned Unit Development.** The Property was rezoned to R-4 High Density Residential and PUD Overlay Zoning District #2022-28 upon the passage and publication of Ordinance 2022-28 (the "PUD Ordinance"), a copy of which is attached as **Exhibit F**. The Property shall be developed in accordance with the conditions and requirements specified within the PUD Ordinance.

**4.03. Parking and Storage.** The Developer agrees to provide adequate parking and storage area for workers, equipment, construction materials, or other items associated with the improvements. The Developer shall submit a plan to the City that adequately depicts and defines contractor parking and all construction staging areas. Existing public roadways or rights-of-way shall not be utilized for these purposes except as specifically allowed by the City. All construction staging areas shall be further delineated on site with appropriate construction fencing.

**4.04. City's Access.** The Developer hereby grants the City, its agents, employees, officials and contractors a non-revocable license to enter the Property to perform all work and inspections deemed appropriate by the City related to the Project and the Property.

**4.05. Attorney Fees.** The Developer agrees to pay the City's costs and expenses, including attorney fees, in the event a suit or action is brought by the City against the Developer to enforce the terms of this Agreement.

**4.06. Amendment.** Any amendment to this Agreement must be in writing and signed by both parties.

**4.07. Assignment.** The Developer may not assign any of its obligations under this Agreement without the prior written consent of the City.

**4.08. Agreement to Run with Land**. This Agreement shall be recorded among the land records of Rice County, Minnesota. The provisions of this Agreement shall run with the Property and be binding upon the Developer and its assigns or successors in interest. Notwithstanding the foregoing, no conveyance of the Property or any part thereof shall relieve the Developer of its liability for full performance of this Agreement unless the City expressly so releases the Developer in writing.

**4.09. Representatives Not Individually Liable**. No official, agent or employee of the City shall be personally liable to the Developer, or any successor in interest, in the event of any default or breach by the City on any obligation or term of this Agreement.

**4.10. Notices and Demands.** Any notice, demand, or other communication under this Agreement by either party to the other shall be sufficiently given or delivered if it is dispatched by registered or certified mail, postage prepaid, return receipt requested, or delivered personally:

A. as to the Developer: Faribault Apartments LLC
3515 48th Avenue N.
Brooklyn Center, MN 55429
Attn: Chet Funk/Samuel Herzog

B. as to the City: City of Faribault
Attn: City Administrator
208 NW First Avenue
Faribault, MN 55021-5105

With a copy to: Kennedy & Graven, Chartered
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
Attn: Scott J. Riggs

or at such other address with respect to either such party as that party may, from time to time, designate in writing and forward to the other as provided in this Section 4.10.

**4.11. City Ownership of Public Improvements.** The Developer expressly acknowledges and agrees that Public Improvements and all easements and other rights in the Property necessary and related to the City's ownership of Public Improvements, shall inure to the City upon the Developer's compliance with this Agreement, acceptance by the City of Public Improvements, and approval and recording of the final Plat as set forth in the City's subdivision regulations.

**4.12. Building Permits and Occupancy Permits.** The City issuance of a building permit or an occupancy permit shall be contingent, in part, on the following:

A. Building Permit – The City shall issue no buildings permits until the following has occurred to the satisfaction of the City:

- This Agreement is signed and any required Security and financial assurances are in place;
- All required improvements are designed, plans reviewed and approved by the City, and under contract for construction or installation; and

B. Occupancy Permit – The City shall issue no occupancy permits until the following has occurred to the satisfaction of the City:

- The site grading is completed and approved by the City;
- All utilities are tested, approved by the City, and in service;
- All curbing is installed and backfilled;
- The first lift of bituminous is in place and approved by the City;
- The Developer has caused to be recorded the perpetual cross access easement and private drainage and utility easement and maintenance agreement for the stormwater management facilities required hereunder; and
- All building permit fees are paid in full.
- Building address signage

C. Final Certificate of Occupancy – No final certificate of occupancy shall be issued by the City until the following has been received and accepted to the satisfaction of the City or the Developer has provided an escrow for said items:

- Title Insurance Policy
- Certificate of Plat Monumentation
- Electronic Version of the Plat
- Stormwater Operations and Maintenance Agreement
- As-built grading plans

**4.13. Ownership of Documents.** The completed reports, drawings, plans, and specifications shall become the property of the City, but reproductions of them in whole or in part may be retained by the Developer or the Consulting Engineer.

**4.14. Disclaimer of Relationships**. The Developer acknowledges that nothing contained in this Agreement nor any act by the City or the Developer shall be deemed or construed by the Developer or by any third person to create any relationship of third-party beneficiary, principal and agent, limited or general partner, or joint venture between the City and the Developer.

**4.15. Counterparts.** This Agreement may be executed in any number of counterparts, each of which shall constitute one and the same instrument.

**4.16. Choice of Law and Venue.** This Agreement shall be governed by and construed in accordance with the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota, and all parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

**4.17. Indemnification.** Notwithstanding anything to the contrary in this Agreement, the City, its officials, agents, and employees shall not be liable or responsible in any manner to the Developer, Developer's successors or assigns, the Developer's contractors or subcontractors, material suppliers, laborers, or to any other person or persons for any claim, demand, damage, or cause of action of any kind or character arising out of or by reason of the execution of this Agreement or the performance and completion of this Agreement and the Public Improvements. The Developer, and the Developer's successors or assigns, agree to protect, defend and hold the City, and its officials, agents, and employees, harmless from all such claims, demands, damages, and causes of action and the costs, disbursements, and expenses of defending the same, including but not limited to, attorneys' fees, consulting engineering services, and other technical, administrative or professional assistance. Nothing in this Agreement shall constitute a waiver or limitation of any immunity or limitation on liability to which the City is entitled under Minnesota Statutes, Chapter 466, or otherwise.

**4.18. Developer's Default.** In the event of default by the Developer as to any work or undertaking required by this Agreement, the City may, at its option, perform the work and the Developer shall promptly reimburse the City for any expense incurred by the City. This Agreement is a license for the City to act, and it shall not be necessary for the City to seek an order from any court for permission to enter the Property for such purposes. If the City does any such work, the City may, in addition to its other remedies, levy special assessments against the lots within the subdivision to recover the costs thereof. For this purpose, the Developer, for itself and its successors and assigns, expressly waives any and all procedural and substantive objections to the special assessments, including, but not limited to, hearing requirements and

any claim that the assessments exceed the benefit to the land so assessed. The Developer, for itself and its successors and assigns, also waives any appeal rights otherwise available pursuant to Minnesota Statutes Section 429.081.

**4.19. Compliance with Existing Laws**. The Developer warrants that all work performed pursuant to this Agreement shall be in compliance with existing laws, ordinances, pertinent regulations, standards, and specifications of the City.

**4.20. Miscellaneous Provisions.**

A. The Developer represents to the City that the Project and the development of the Property and the subdivision comply with all city, county, state and federal laws and regulations including, but not limited to the following: subdivision ordinances, zoning ordinances and environmental regulations. If the City determines that the subdivision, the Project or the development of the Property does not comply, the City may, at its option, refuse to allow construction or development work on the Property until the Developer does comply. Upon the City's demand, the Developer shall cease work until there is compliance.

B. Third parties shall have no recourse against the City under this Agreement.

C. Breach of the terms of this Agreement by the Developer shall be grounds for denial of building permits, including lots sold to third parties.

D. Wherever possible, each provision of this Agreement and each related document shall be interpreted so that it is valid under applicable law. If any provision of this Agreement or any related document is to any extent found invalid by a court or other governmental entity of competent jurisdiction, that provision shall be ineffective only to the extent of such invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement or any other related document.

E. If building permits are issued prior to the completion and acceptance of the Public Improvements, the Developer assumes all liability and costs resulting in delays in completion of the Public Improvements and damage to the Public Improvements caused by the City, Developer, its contractors, subcontractors, material men, employees, agents or third parties.

F. No failure by any party to insist upon the strict performance of any covenant, duty, agreement, or condition of this Agreement or to exercise any right or remedy consequent upon a breach thereof, shall constitute a waiver of any such breach of any other covenant, agreement, term, or condition, nor does it imply that such covenant, agreement, term or condition may be waived again. The action or inaction of the City shall not constitute a waiver or amendment to the provisions of this Agreement. To be binding, amendments or waivers shall be in writing and signed by the parties. The City's failure to promptly take legal action to enforce this Agreement shall not be a waiver or release.

G. Each right, power or remedy herein conferred upon the City is cumulative and in addition to every other right, power or remedy, express or implied, now or hereafter arising, available to the City, at law or in equity, or under any other agreement, and each and every right, power and remedy herein set forth or otherwise so existing may be exercised from time to time as often and in such order as may be deemed expedient by the City and shall not be a waiver of the right to exercise at any time thereafter any other right, power, or remedy.

H. This Agreement, together with the exhibits hereto, which are incorporated by reference, constitutes the complete and exclusive statement of all mutual understandings between the parties with respect

to this Agreement, superseding all prior or contemporaneous proposals, communications, and understandings, whether oral or written, pertaining to the subject matter of this Agreement.

I. No official, agent or employee of the City shall be personally liable to Developer, or any successor in interest, in the event of any default or breach by the City on any obligation or term of this Agreement.

J. Data provided to the Developer or received from the Developer under this Agreement shall be administered in accordance with the Minnesota Government Data Practices Act, Minnesota Statutes, Chapter 13.

**4.21. Additional Requirements.** The Developer shall satisfy, complete and abide by all requirements set forth in the Authorizing Resolution, the PUD Ordinance, the Contract, the Stormwater Management Agreement as may be required by the City Engineer, and all adopted City ordinances and resolutions affecting the Property, all of which are incorporated herein by reference as if fully set forth in this Agreement. In addition, the Developer shall adequately address all items as may be directed by the City Attorney, the City Engineer or others with review and approval authority for the City.

**4.22. Plat Clean-up.** The parties to this Agreement acknowledge that various potential clean-up issues associated with the Plat may need to occur. The Developer agrees to undertake, assist with and resolve such issues as directed by the City. The Developer and the City agree to cooperate with each other and their representatives regarding any reasonable requests made subsequent to the execution of this Agreement to revise or correct any errors in the Plat and to provide any and all additional documentation deemed necessary by either party to effectuate such revisions or corrections to the Plat.

**4.23. Miscellaneous Plat Improvements, Conditions and Requirements.** The Developer and the City acknowledge that miscellaneous Plat improvements, conditions, and requirements may need to occur. The Developer shall be responsible for all applications fees, development and construction costs associated with such improvements, conditions, and requirements.

**4.24. Changes in Official Controls.** For two (2) years from the date of this Agreement, no amendments to the City's Comprehensive Plan or official controls will apply to or affect the use, development density, lot size, lot layout, or dedications of the approved plat unless required by state or federal law or agreed to in writing by the Developer and the City. Thereafter, notwithstanding anything in this Agreement to the contrary, to the full extent permitted by state law, the City may require compliance with any amendments to the City's Comprehensive Plan, official controls, platting, or dedication requirements enacted after the date of this contract.

**4.25. Other Development Agreements.** Any other development agreements, including the Predevelopment Agreement and the Contract, affecting the Property are incorporated herein by reference as necessary as if fully set forth herein. In the case of any inconsistencies between such development agreements and this Agreement, the language of this Agreement shall control.

**4.26. Stormwater Maintenance Agreement.**

A. The Developer agrees to construct stormwater facilities in accordance with the Plat and in compliance with all City requirements regarding such improvements. The stormwater facilities include, but are not limited to all improvements shown on the Plat.

B. Unless specifically noted otherwise, the stormwater facilities serving the Property will remain private and will be maintained by the Developer at its sole expense. The Developer shall be

responsible for the maintenance, repair or replacement of all stormwater facilities serving the Property. The City does not intend to accept the stormwater facilities as public and does not intend to maintain them. The Developer agrees to enter into a Stormwater Maintenance Agreement (**Exhibit G**) with the City if deemed necessary by the City Engineer. The purpose of the Stormwater Maintenance Agreement is to ensure that the Developer maintains the stormwater facilities and to give the City the right, but not the obligation to do so if the Developer fails in its obligations. The Stormwater Maintenance Agreement will be recorded against the land within the Plat and will run with the land. The Developer acknowledges that i) the stormwater facilities will not be owned by the City; and ii) the City does not plan to maintain or pay for routine maintenance, repair or replacement of the stormwater facilities and that the Developer will have responsibility for such work.

C. The Developer agrees to inform purchasers within the Plat that i) the City does not plan to maintain or pay for routine maintenance, repair or replacement of the stormwater facilities and that the Developer will have primary responsibility for such work; ii) the City has the right, but not the obligation to perform necessary work upon the failure or refusal by the Developer to do so; and iii) if the City performs any work on the stormwater facilities, the City intends to recover the cost of such work from the owners of any lots within the Plat.

***The remainder of this page is left intentionally blank.***

IN WITNESS OF THE ABOVE, the parties have caused this Agreement to be executed on the date and year written above.

**CITY OF FARIBAULT**

By: _____
Kevin F. Voracek, Mayor

By: _____
Timothy C. Murray, City Administrator

STATE OF MINNESOTA )
) SS.
COUNTY OF RICE )

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by Kevin F. Voracek and Timothy C. Murray, the Mayor and City Administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, on behalf of the corporation.

_____
Notary Public

**FARIBAULT APARTMENTS LLC**

By: _____

Its: _____

STATE OF MINNESOTA )
) SS.
COUNTY OF _____ )

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, the _____ of Faribault Apartments LLC, a Minnesota limited liability company, on behalf of the company.

_____
Notary Public

THIS DOCUMENT DRAFTED BY:
Kennedy & Graven, Chartered (SJR)
150 South Fifth Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

**EXHIBIT A TO PURCHASE AND DEVELOPMENT AGREEMENT**

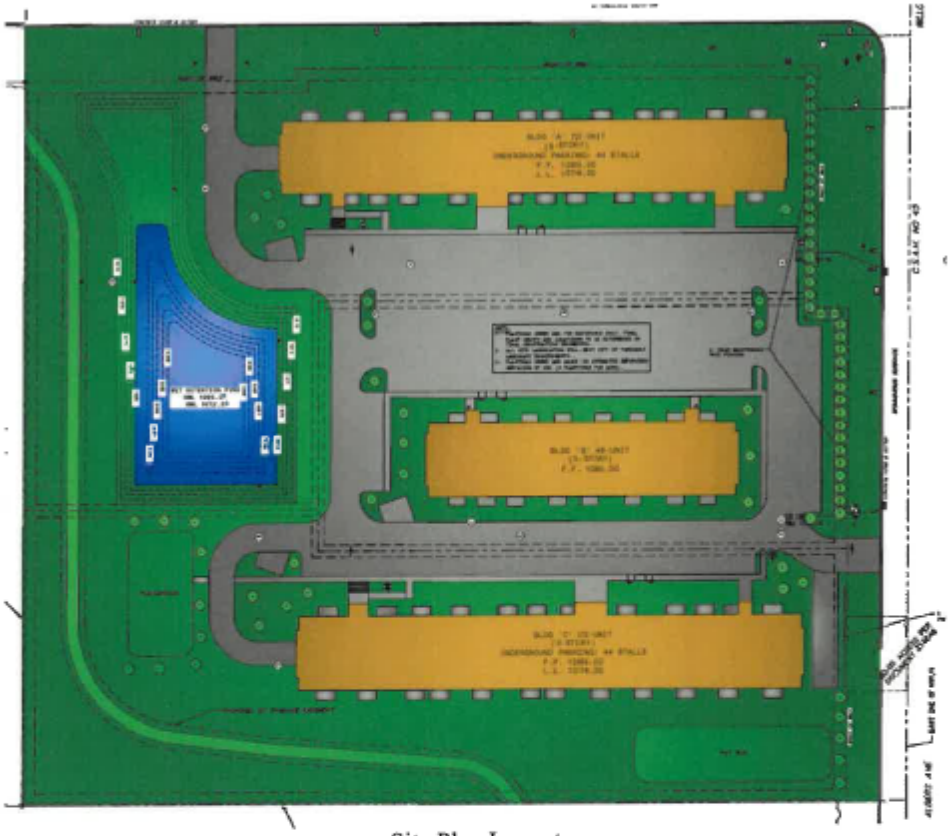
Legal Description of Property

The East 720.00 feet of the North Quarter (N 1/4) of the Northwest Quarter (NW 1/4) of Section 7, Township 109, Range 20, Rice County, Minnesota.

Note: The Property is to be platted as Lots 1 through 3, Block 1, FARIBAULT APARTMENTS

**EXHIBIT B TO PURCHASE AND DEVELOPMENT AGREEMENT**

General Plans



Site Plan Layout

Building Design and Materials



TCM



TCM
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**EXHIBIT C TO PURCHASE AND DEVLOPMENT AGREEMENT**

**Form of Quit Claim Deed**

Quit Claim Deed

**Deed Tax Due: $_____**
**ECRV: _____.**
Date: _____, 2022.

FOR VALUABLE CONSIDERATION, City of Faribault, a municipal corporation under the laws of the State of Minnesota, Grantor, hereby conveys and quitclaims to Faribault Apartments LLC, a Minnesota limited liability company, under the laws of the State of Minnesota, Grantee, real property in Rice County, Minnesota, described on the attached Exhibit A, together with all hereditaments and appurtenances, subject to the documents described on the attached Exhibit B.

*Check here if part or all of the land is Registered (Torrens)* ☐

☐ The Seller certifies that the Seller does not know of any wells on the described real property.
☐ A well disclosure certificate accompanies this document or has been electronically filed. (If electronically filed, insert WDC number: _____).
☐ I am familiar with the property described in this instrument and I certify that the status and number of wells on the described real property have not changed since the last previously filed well disclosure certificate.

CITY OF FARIBAULT

By _____
Kevin F. Voracek
Its Mayor

By _____
Timothy C. Murray
Its City Administrator



TCM
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STATE OF MINNESOTA )
) ss.:
COUNTY OF RICE )

The foregoing was acknowledged before me this _____ day of _____, 2022, by Kevin F. Voracek and Timothy C. Murray, the mayor and city administrator, respectively, of the City of Faribault, a municipal corporation organized under the laws of the State of Minnesota, on behalf of the municipal corporation, Grantor.

*NOTARY STAMP*

_____
SIGNATURE OF PERSON TAKING ACKNOWLEDGMENT

This instrument was drafted by:

City of Faribault
208 1st Avenue NW
Faribault, MN 55021
(507) 333-0355

Tax Statements should be sent to:

Faribault Apartments LLC
3515 48th Avenue N.
Brooklyn Center, MN 55429
(xxx) xxx-xxxx



TCM
DOCSOPEN\FA105\457A\825147.v4-9/22/22

Exhibit A to Quit Claim Deed

The East 720.00 feet of the North Quarter (N 1/4) of the Northwest Quarter (NW 1/4) of Section 7, Township 109, Range 20, Rice County, Minnesota.

Exhibit B to Quit Claim Deed

1. Easements of record;
2. Preliminary Development Agreement dated March 15, 2022 and recorded contemporaneously with this deed;
3. Purchase and Development Agreement dated _____, 2022 and recorded contemporaneously with this deed;
4. Contract for Private Development dated _____, 2022 and recorded contemporaneously with this deed.

**EXHIBIT D TO PURCHASE AND DEVELOPMENT AGREEMENT**

Authorizing Resolution

*State of Minnesota*
*County of Rice*

## *CITY OF FARIBAULT*

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### RESOLUTION #2022-184

### APPROVE THE PRELIMINARY PLAT AND THE FINAL PLAT OF FARIBAULT APARTMENTS

***WHEREAS,*** Faribault Apartments, LLC (the "Applicant"), in consultation with the City of Faribault (the "Owner"), submitted applications for preliminary plat approval and final plat approval of FARIBAULT APARTMENTS legally described in Exhibit A and depicted in Exhibit B and Exhibit C of this resolution; and

***WHEREAS,*** City Staff reviewed the Applicant's request for preliminary plat approval and final plat approval and made a report to the Faribault Planning Commission (see the City Engineer's memorandum in Exhibit D of this resolution); and

***WHEREAS,*** the Planning Commission held a public hearing on August 1, 2022, to consider the Applicant's request; and

***WHEREAS,*** following the public hearing, the Planning Commission continued its meeting to a future date to allow further review of the proposed plat's impact on traffic in the area; and

***WHEREAS,*** the Planning Commission resumed its meeting on August 15, 2022. After further review of the traffic situation, the Commission recommended that the City Council deny the Applicant's preliminary plat and final plat request based on the Commission's written finding that the plats are not consistent with good traffic engineering design and public

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safety considerations. More specifically, the Planning Commission found that the proposed preliminary plat and final plat would exasperate an existing dangerous traffic situation in the area; and

***WHEREAS,*** the City Council, at its meeting on August 23, 2022, after considering the public hearing comments, the Planning Commission's recommendation, and the reports and testimony from Staff and the Applicant, determined that the Applicant's request for preliminary plat approval is appropriate based on the following findings as required by Section 15-130 of the City's Unified Development Ordinance:

1. **The proposed preliminary plat conforms with the requirements of the Unified Development Ordinance, the applicable zoning district regulations, and any other applicable provisions of this Ordinance, subject only to acceptable rule exceptions.**

   Expanded Finding: The proposed lots created by the preliminary plat of FARIBAULT APARTMENTS are consistent with the lot dimension requirements outlined in the City's Unified Development Ordinance for the zoning districts specified in Ordinance 2022-28.

2. **The proposed subdivision is consistent with the City's Land Use Plan and any other adopted land use studies.**

   Expanded Finding: The proposed preliminary plat of FARIBAULT APARTMENTS is consistent with the City's Journey to 2040 Comprehensive Plan, which guides the area in the plat for planned residential neighborhood use, including high-density residential use.

3. **The plat contains a sound, well-conceived parcel and land subdivision layout that is consistent with good land planning and site engineering design principles.**

   Expanded Finding: The preliminary plat of FARIBAULT APARTMENTS is well-conceived. The size and layout of the proposed parcels allow for logical development.

4. **The spacing and design of proposed curb cuts and intersection locations are consistent with good traffic engineering design and public safety considerations.**

   Expanded Finding: The Applicant's traffic consultant prepared a professional traffic study that concludes the proposed high-density residential development associated with the plat would not cause traffic in the area to function below traffic industry standards. The City Engineer and the County Engineer do not object to the study's key findings. However, the City Engineer and the County Engineer have agreed to cooperate on a future traffic study that considers the effect of potential future development in the City's staged growth area around the CSAH 45 corridor (beyond the proposed high-density residential development). The City Engineer and County Engineer, in coordination with the proposed high-density residential development, also agreed to consider pedestrian crossing improvements on 17th Street SW and Willow Street. The proposed preliminary plat includes one curb cut on 17th Street SW and one curb cut on CSAH 45. The curb cuts are an adequate distance from the intersection of 17th Street SW and CSAH 45.

5. **All submission requirements have been satisfied.**

   Expanded Finding: The preliminary plat of FARIBAULT APARTMENTS adequately addresses the submission requirements as outlined in the City's Unified Development Ordinance; and

***WHEREAS,*** the City Council, at its meeting on August 23, 2022, after considering the public hearing comments, the Planning Commission's recommendation, and the reports and testimony from Staff and the Applicant, determined that the Applicant's request for preliminary plat approval is appropriate based on the following findings as required by Section 15-210 of the City's Unified Development Ordinance:

1. **The final plat substantially conforms to the approved preliminary plat.**

   Expanded Finding: The Applicant prepared the final plat concurrently with the preliminary plat. The final plat conforms to the preliminary plat.

2. **The plat conforms to all applicable requirements of the Unified Development Ordinance, subject only to approved rule exceptions.**

   Expanded Finding: The final plat conforms to all applicable requirements of the City's Unified Development Ordinance.

3. **All submission requirements have been satisfied.**

   Expanded Finding: The final plat adequately addresses the submission requirements as outlined in the City's Unified Development Ordinance; and

***NOW, THEREFORE BE IT RESOLVED*** by the City Council of the City of Faribault as follows:

**Section 1. Approval of the preliminary plat and the final plat.** The City Council hereby approves the preliminary plat and the final plat of FARIBAULT APARTMENTS legally described in Exhibit A and depicted in Exhibit B and Exhibit C of this resolution based on the written findings in this resolution and subject to the following conditions:

1. The City Council's approvals of the preliminary plat and final plat of FARIBAULT APARTMENTS are contingent on the City Attorney's plat opinion, review of title work, and any further requirements thereof.

2. The Applicant and the City must enter into a Developer's Platting Agreement to the satisfaction of the City Attorney and City Engineer before recording the FARIBAULT APARTMENTS plat with Rice County.

3. The Applicant must provide cash instead of parkland dedication per the provisions of the City's Unified Development Ordinance in effect at the time the payment is due. The City may accept cash payments in phases related to the phasing of the development. No building permit shall be issued until the cash payment has been provided to the City for the proposed building permit.

4. The Applicant must address all plat-related comments described in the memo from Mark DuChene, City Engineer, dated July 29, 2022, and revised August 12, 2022, in Exhibit D of this resolution.

5. The Applicant must record the final plat with the Rice County Recorder's Office within twelve (12) months following City Council approval, or the City Council will automatically, without further action, deem the plat null and void unless the City Council extends the deadline to record the final plat.

6. The Applicant must provide the City Engineer with a signed mylar copy of the final plat as soon as possible after all signatures have been obtained and after the final plat has been successfully recorded at Rice County.

7. The Applicant must provide the City Engineer with the final plat in a digital format suitable to the City Engineer as soon as possible after the Applicant has successfully recorded the final plat at Rice County.

**Section 2. Findings and incorporation of recitals and exhibits.** The recitals and exhibits incorporated in this resolution constitute the City Council's written findings protecting the public's health, safety, and welfare.

**Section 3. Authorization to take additional steps.** The City Council hereby authorizes the Mayor, City Administrator, City Staff, and the City's Consultants to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution.

**Section 4. Authorization to execute documents.** The City Council hereby authorizes and directs the Mayor and the City Administrator to take all necessary actions and execute all appropriate documents to effectuate the approvals contemplated by this resolution.

**Section 5. Effective date.** This resolution shall become effective immediately upon its passage and without publication.

**Date Adopted:** August 23, 2022

**Faribault City Council**

**Kevin F. Voracek, Mayor**

**ATTEST:**

**Timothy C. Murray, City Administrator**



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## Exhibit A: Legal Description

The East 720.00 feet of the North Quarter (N 1/4) of the Northwest Quarter (NW 1/4) of Section 7, Township 109, Range 20, Rice County, Minnesota.

**Exhibit B: FARIBAULT APARTMENTS Preliminary Plat**

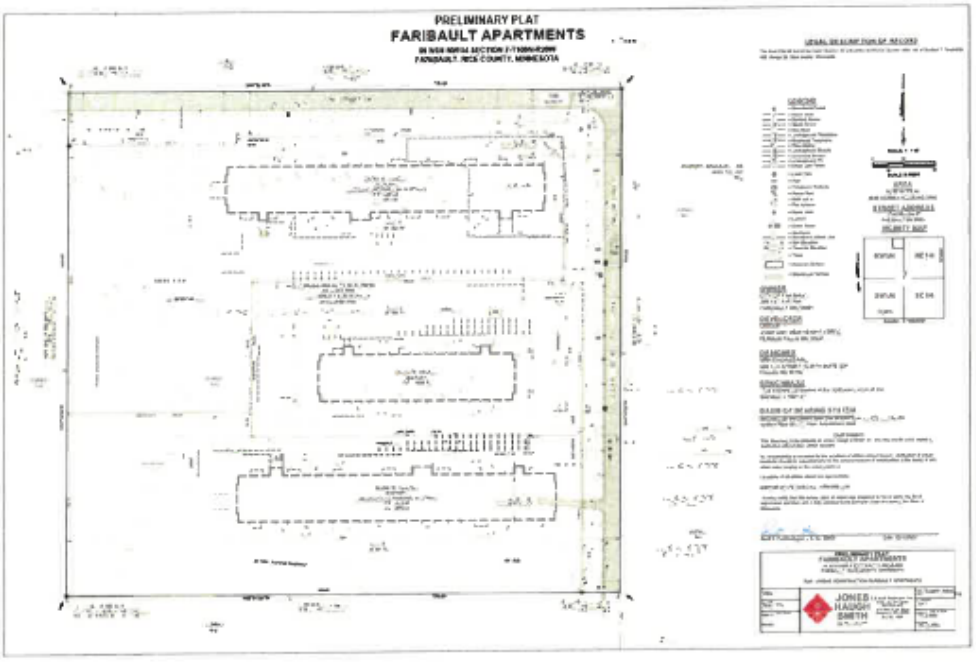


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**Exhibit C: FARIBAULT APARTMENTS Final Plat**

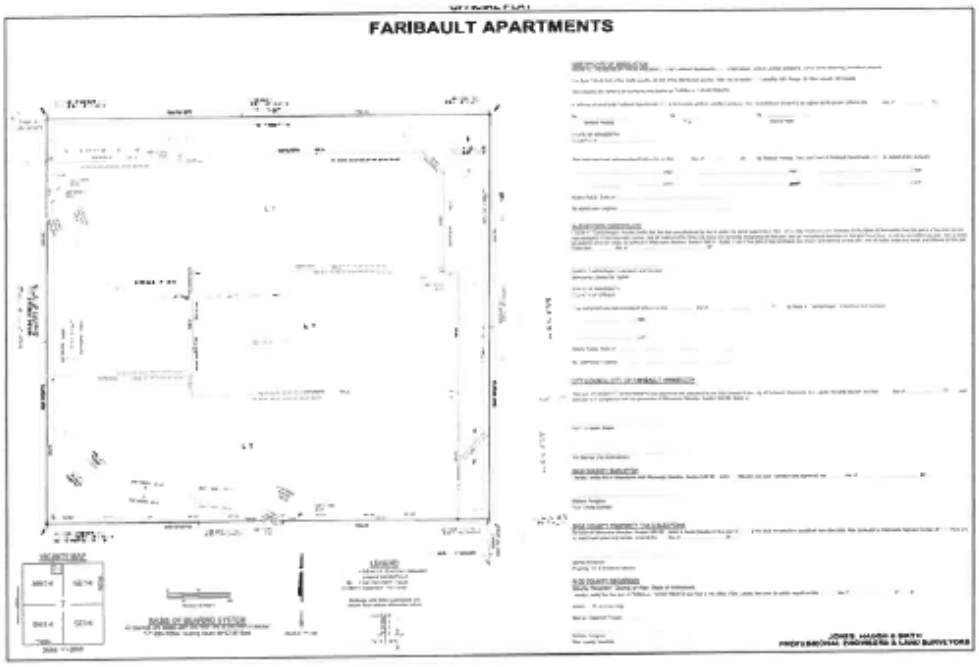


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**Exhibit D: Memo to David Wanberg, City Planner, from Mark DuChene, City Engineer, dated July 29, 2022, and revised August 12, 2022**

City Of Faribault

## Engineering Department Memorandum

| | |
|---|---|
| **TO:** | Dave Wanberg, City Planner |
| **CC:** | Deanna Kuennen, Comm. and Econ. Development Director<br>Travis Block, Public Works Director<br>Jeanne Day, Finance Director |
| **FROM:** | Mark DuChene, City Engineer |
| **DATE:** | July 29, 2022 **REVISED August 12, 2022** |
| **SUBJECT:** | Faribault Apartments Preliminary Plat, Final Plat, Planned Unit Development & Rezoning |

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**BACKGROUND**

The City of Faribault (Owner), in conjunction with Chet Funk on behalf of Faribault Apartments, LLC, the Developer, has submitted a preliminary plat, final plat, planned unit development and rezoning applications for Faribault Apartments The site is located in the NW ¼ of Section 7 Township 109, Range 20W whose parent parcels are a metes and bounds parcel The site is adjacent to CSAH 45 (Albers Avenue) to the east, agricultural property to the south, parkland (Faribault Soccer Complex) to the west and 17th Street NW to the north.

The proposed subdivision is located on land that is currently zoned TUD Transitional Urban Development. It is proposed to rezone the proposed plat area to R-4 High Density Residential. The proposed improvements include the construction of phased construction of three (3) multi-story apartment buildings with onsite parking and stormwater management facilities.

There are no proposed public improvements.

The proposed development will be completed by:

| | |
|---|---|
| Owner: | City of Faribault |
| Developer: | Faribault Apartments, LLC |
| Surveyor | Jones Haugh Smith Engineers & Surveyors |
| Engineer: | MBN Engineering |

**PLANNED UNIT DEVLOPEMENT (PUD) & REZONING**

The Developer has submitted an application to rezone the property from Transitional Urban Development (TUD) to High Density Residential (R-4) and also to establish a planned unit development overlay district The proposed zoning request is in conformance with the City's Journey to 2040 Comprehensive Plan. The PUD is to establish deviations from the required

City code sections regarding interior setbacks for parking and drive aisles and shared access and common development amenities such as playgrounds, pet areas and stormwater management.

**PLAT**

Developer has submitted a preliminary and final plat for FARIBAULT APARTMENTS. The preliminary and final plat contains three (3) lots for high density residential development.

The areas within the plat include:

| | | |
|---|---|---|
| Lot 1, Block 1 | 3.70 acres | ( 161,452 sf) |
| Lot 2, Block 1 | 2.01 acres | ( 87,502 sf) |
| Lot 3, Block 1 | 3.36 acres | ( 146,391 sf) |
| ROW | 1.85 acres | ( 80,380 sf) |
| Total | 10.93 acres | (475,725 sf) |

Current title work has been submitted with the final plat application and will be subject to the review of the City and City Attorney's office.

At the time of final plat, the Developer agrees to provide sufficient permanent property monumentation per the development agreement and shall submit to the City written verification by a registered land surveyor licensed in the State of Minnesota.

**SITE CONDITIONS**

The existing site contains approximately 9.08 acres of land that that is undeveloped and was the site of a former single-family farmstead. The site has a rolling topography and drainage is generally split to flow to the existing non-jurisdictional channel that cuts across the southwest portion of the site which discharges to the public storm sewer system within 17th Street SW.

**EASEMENTS**

Existing Easements
The following easements are listed on the title commitment and should be shown on the proposed plats to determine if they have any impact on the proposed improvements or should be vacated.

- Book 150 of Deeds, Page 145 for highway easement in favor of State of Minnesota
- Book 27 of M.R., Page 576 for highway purposes in favor of Rice County
- Book 43 of M.R., Page 490 for highway purposes in favor of Rice County

Proposed Easements
The proposed plat shows perimeter drainage and utility easements as required by City code. A twenty (20) foot drainage easement is also shown to encompass the proposed realigned drainage way. Final easement location and sizes shall be subject to review and approval of the City Engineer.

**STREET AND SITE LAYOUT**

Due to the proposed rezoning of the plat area from TUD to R-4, the Developer hired a consulting firm to conduct a traffic study to evaluate the impacts of the proposed development on adjacent roadways and nearby intersections. Per the report of the traffic study the adjacent streets and intersections operate at an acceptable level of service in both the existing and forecasted scenarios according to industry accepted standards.

The City and Rice County have reviewed the traffic study with the Developer and have revised the plat to dedicate additional right-of-way in the northeast corner of the development to allow for the future construction of intersection improvements to the intersection of 17th Street NW and CSAH 45 when traffic conditions warrant such improvements. The City and Rice County have begun discussions on a corridor study for CSAH 45 to understand current and future traffic needs.

The proposed site layout meets the City code regarding parking space dimensions and access drive widths and provides acceptable site circulation. A detailed phasing plan shall be required as part of the building permitting process.

<u>17th Street SW</u>
The site is south of and adjacent to 17th Street SW a minor collector roadway. 17th Street SW is a 48-foot wide, urban roadway and is within a 130 to 140-foot right-of-way with a sidewalk on the north side. One (1) new driveway access to 17th Street SW is proposed near the northwest corner of the plat. The proposed driveway is approximately 525 ft from the intersection of CSAH 45/Willow Street and 400+ ft from the nearest driveway entrance to the Faribault Middle School on the north side of 17th Street SW. 17th Street SW should be marked "No Parking" from the 50 feet west of the proposed driveway location to the intersection of Willow Street on the south side of 17th Street SW to preserve site lines for the proposed driveway. The proposed driveway locations meet City standards for spacing. Per the traffic study a 6-foot concrete sidewalk should be constructed on the south side of 17th Street SW to connect the development internal sidewalks to the public sidewalk and trail systems and Developer shall participate in the costs of enhanced pedestrian crosswalk system on 17th Street SW.

<u>CSAH 45 (Albers Avenue)</u>
The site is west of and adjacent to CSAH 45 a major collector under the jurisdiction of Rice County. CSAH 45 is constructed as a 44-foot wide, two-lane urban roadway with turn lanes and is within a 100 to 125-foot right-of-way with a bituminous trail on the east side. One (1) new driveway access to CSAH 45 is proposed near the southeast corner of the plat. The proposed driveway is approximately 420 ft from the intersection of 17th Street SW and lines up with Allen Path on the east side of CSAH 45. The proposed driveway locations meet City standards for spacing; however, driveway access to CSAH 45 is subject to the review and approval of Rice County. The driveway on CSAH 45 should be shifted south to line up with Allen Path. A northbound left turn lane on CSAH 45 into the proposed development driveway across from Allen Path should installed. Consideration as per the Rice County Highway Engineer to adding a southbound right turn lane on CSAH 45 into the proposed development driveway across from Allen Path should be considered. Per the traffic study a 6-foot concrete sidewalk should be constructed on the west side of CSAH 45 to connect the development

internal sidewalks to the public sidewalk and trail systems and Developer shall participate in the costs of enhanced pedestrian crosswalk system on CSAH 45.

**PARKS, TRAILS & SIDEWALKS**

Developer shall be responsible for paying cash in lieu of parkland dedication as agreed upon per the terms of the purchase and development agreement negotiated between the City and Developer. Developer should install a sidewalk connection from the internal sidewalks within the plat to connect to the public sidewalk/trail on the adjacent public streets as recommended by the traffic study and discussed in the previous section.

**DRAINAGE, GRADING AND EROSION CONTROL**

STORM SEWER

The development is located within the Straight River (M-048-026) district as identified in the City's 2022 Surface Water Management Plan. Stormwater runoff generated within the site is proposed to be routed through a new on-site stormwater treatment basin and then routed to the existing channel and then to the public storm sewer system in 17th Street SW. Runoff is ultimately discharged to the Straight River to the east.

Proposed storm sewer improvements must be designed to accommodate the runoff from a 10-year storm, 24-hour SCS Type II precipitation event as defined by the National Oceanic and Atmospheric Administration Atlas 14 precipitation frequency estimate for the Faribault Station. Drainage calculations for the proposed storm sewer system shall be submitted to the City Engineer for review and approval with the final construction plans. Storm sewer systems must be designed to limit the post construction rate of runoff from the 2, 10 & 100 yr. 24-hour storm events to less than or equal to existing conditions. Final storm sewer locations and construction are subject to City of Faribault standards and must be approved by the City Engineer with final construction plans.

The proposed site improvements include the addition of an estimated 4.28 acres of new and/or reconstructed impervious surface. A stormwater treatment system meeting the current requirements of the Minnesota Pollution Control Agency (MPCA) Construction Storm Water permit, the City's current Municipal Separate Storm Sewers permit and 2022 Surface Water Management Plan including the Developers Guide for Stormwater Management must be incorporated into the final plans. The Developer has submitted a Stormwater Management Plan and is proposing to construct a new stormwater treatment basin(s) onsite. The storm water basin is proposed to then discharge the City storm sewer system within 17th Street NW.

The proposed stormwater basin(s) will be a private basin and the Developer will be required to enter into a long-term stormwater operations and maintenance agreement with the City and record said agreement at the Rice County Recorder's office.

A City grading permit and a National Pollution Discharge Elimination System Construction Stormwater General Permit for construction activity is required by the Minnesota Pollution Control Agency (MPCA) for areas exceeding one acre being disturbed by grading. A copy of

the Notice of Stormwater Permit Coverage must be submitted to the City upon receipt from the MPCA. A stormwater pollution prevention plan (SWPPP) must be submitted meeting the requirements of the City's municipal separate storm sewer system permit and associated ordinances and the erosion and sediment control requirement as set forth in the MPCA construction stormwater general permit. A full copy of the SWPPP must be submitted to the City Engineer with the final construction plans for review and approval.

A final post construction as-built grading plan must be submitted meeting the requirements of Article VII, Section 28-230 of the City of Faribault Code of Ordinances.

**UTILITIES**

The existing site will be served by City water and sewer from services extended into the site from existing mains located in 17th Street SW and CSAH 45. Existing utilities have sufficient capacity to serve the proposed development.

All future buildings shall be charged the standard Sewer Access Charge (SAC) and Water Access Charge (WAC) in effect at the time of building permit issuance or as negotiated in the purchase and development agreement between the City and Developer. There are also sanitary sewer and water area charges applicable to the plat area in the amount of $2,500/acre related to the extension of public utilities with CSAH 45 as part of the Divine Mercy Catholic Church subdivision and CSAH 45 utility extension project per the Divine Mercy Catholic Church Subdivision Agreement recorded as Doc. No. 593831. The area charges shall be paid to Divine Mercy as negotiated in the purchase and development agreement between the City and Developer.

**WETLANDS**

There are no wetlands shown on the preliminary plat. A Joint Application Form for Activities Affecting Water Resources in Minnesota and wetland delineation report was submitted to the Rice County Soil and Conservation District, the legal responsible governmental unit for the City, on May 18, 2022. On July, 26, 2022 a Notice of Decision was issued by Rice County SWCD concurring with the application that no wetlands exist within the plat area.

**CONSTRUCTION ACCESS**

Construction traffic access and egress for grading, utility, and building construction shall be restricted to a single construction access.

**RECOMMENDATION**

Engineering recommends approval of the Preliminary Plat, Final Plat, Planned Unit Development & Rezoning, subject to the comments within this report and the following:

- Developer shall conform with the recommendations of the traffic study.
- Developer shall comply with any Rice County Highway Department requirements regarding improvements and access to CSAH 45.

- Developer shall provide a sidewalk connection from the internal sidewalk network to the public sidewalk/trail system and participate in the costs of enhanced pedestrian crossings at the intersection of CSAH 45 & 17th Street SW
- Title work shall be subject to review by the City and City Attorney.
- Developer shall enter into a stormwater operations and maintenance agreement prior to issuance of any type of occupancy permits.

**EXHIBIT E TO PURCHASE AND DEVELOPMENT AGREEMENT**

**CITY ATTORNEY'S PLAT OPINION**

**[Insert City Attorney's Plat Opinion]**

**EXHIBIT F TO PURCHASE AND DEVELOPMENT AGREEMENT**

**PUD ORDINANCE NO. 2022-28**

_____
*(Above Space Reserved for Recording)*

*State of Minnesota*
*County of Rice*

***CITY OF FARIBAULT***
***ORDINANCE No. 2022-28***

**REZONE PROPERTY IN THE FARIBAULT APARTMENTS PLAT TO R-4, HIGH-DENSITY RESIDENTIAL, AND PUD OVERLAY ZONING DISTRICT #2022-28**

***WHEREAS,*** Faribault Apartments, LLC (the "Applicant" or the "Developer"), in consultation with the City of Faribault (the current fee owner of a parcel of land at the southwest corner of 17th Street SW and Albers Avenue/CSAH 45), requested approval to rezone the said parcel from TUD, Transitional Urban Development, to R-4, High-Density Residential, and Planned Unit Development (PUD) Overlay Zoning District #2022-28; and

***WHEREAS,*** the Applicant intends to plat the parcel described in the first recital as FARIBAULT APARTMENTS (the "Property," legally described in Exhibit A) as approved by City Council Resolution 2022-184; and

***WHEREAS,*** the proposed rezoning is intended to facilitate the construction of three apartment buildings with coordinated building design, parking, circulation, signage, stormwater management, and other site features that contribute to an integrated development and benefit the community; and

***WHEREAS,*** City Staff reviewed the application and made a report to the Planning Commission; and

***WHEREAS,*** the Planning Commission, on August 1, 2022, following proper notice, held a public hearing regarding the Applicant's requests; and

***WHEREAS,*** public comments included, but were not limited to, the following:

1. The proposed rezoning would exasperate an already dangerous traffic situation in the area;

2. The Property is better suited for low-density residential development like the existing development on the east side of Albers Avenue/CSAH 45; and

3. The Property should be open space, expanded park space, or parking for the existing park to the west of the Property.

***WHEREAS,*** following the public hearing, the Planning Commission continued its meeting to a future date to allow further review of the proposed development's impact on traffic in the area; and

***WHEREAS,*** the Planning Commission resumed its meeting on August 15, 2022. After further review of the traffic situation, the Commission recommended that the City Council deny the Applicant's rezoning request based on the Commission's written finding that the proposed rezoning is not consistent with applicable policies of the City's Land Use Plan. More specifically, the Planning Commission found that the proposed rezoning would exasperate a dangerous traffic situation and negatively affect the existing low-density residential development east of Albers Avenue/CSAH 45; and

***WHEREAS,*** the City Council, at its meeting on August 23, 2022, after considering the public hearing comments, the Planning Commission's recommendation, and the reports and testimony from Staff and the Applicant, determined that the Applicant's rezoning request is appropriate based on the following findings as required by Section 2-180 of the City's Unified Development Ordinance:

1. **Criteria: Whether the amendment is consistent with the applicable policies of the City's Land Use Plan.**

Finding: The City's Journey to 2040 Comprehensive Plan guides the Property for planned residential neighborhood use. The proposed R-4, High-Density Residential, and PUD Overlay Zoning District #2022-28, allow residential uses consistent with the City's Land Use Plan. The Property is at the intersection of two collector roads, where it is appropriate for high-density residential uses.

2. **Criteria: Whether the amendment is in the public interest and is not solely for the benefit of a single property owner.**

Finding: The proposed R-4, High-Density Residential, and PUD Overlay Zoning District #2022-28 benefit the public by providing a planned and appropriate area for high-density residential that strengthens Faribault's housing stock. The City proactively marketed the Property for future housing, including high-density, multi-family residential uses to address the City's housing needs.

3. **Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: The Property is in the TUD, Transitional Urban Development district, which is a holding district that allows limited uses until the Property is ready to be rezoned and developed. The City's Journey to 2040 Comprehensive Plan guides the undeveloped Property for "Planned Residential Neighborhood," which can include high-density residential uses. The existing collector roads that serve the Property can accommodate the proposed residential use. Albers Avenue/CSAH 45 would adequately separate the proposed high-density residential development from the low-density development to the east.

4. **Criteria: Whether there are reasonable uses of the property in question permitted under the existing zoning classification, where the amendment is to change the zoning classification of a particular property.**

Finding: The existing TUD, Transitional Urban Development district, serves as a holding district until the Property is ready to be developed

or rezoned. The City's Journey to 2040 Comprehensive Plan guides the Property for "Planned Residential Neighborhood" - it does not envision leaving the Property undeveloped. The proposed high-density residential use would be a reasonable use of the Property, given its location at the intersection of two collector roads.

5. **Criteria: Whether there has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification, where the amendment is to change the zoning classification of a particular property.**

   Finding: There is a strong need for additional housing in Faribault. The City marketed the Property, in part, to promote additional housing development in Faribault. The Applicant's rezoning request responds to the City's need for additional multi-family residential development.

***WHEREAS,*** the City Council also found that the establishment of PUD Overlay Zoning District #2022-28 is appropriate with the following findings outlined in Section 14-20 of the City's Unified Development Ordinance:

1. **Objective: Accommodation of the growing demand for housing of all types.**

   Finding: PUD Overlay Zoning District #2022-28 provides for the construction of market-rate apartments that will help meet the community's housing needs.

2. **Objective: Innovation in land development techniques that may be more suitable for a given parcel than traditional approaches.**

   Finding: PUD Overlay Zoning District #2022-28 provides an integrated development that allows coordinated parking, circulation, signage, and amenities, benefitting the development's residents and the community.

3. **Objective: Coordination of architectural styles and building forms in an effort to ensure compatibility with surrounding land uses.**

   Finding: PUD Overlay Zoning District #2022-28 coordinates architectural styles and building forms in a manner that is compatible with the interrelated uses in the district and the surrounding neighborhood.

***WHEREAS,*** the Planning Commission recommended denial of PUD Overlay Zoning District #2022-28 based on the Commission's written finding that the proposed development schedule does not ensure a logical development of the site and that it does not protect the development's residents and the public. More specifically, the Planning Commission found that the proposed PUD Overlay Zoning District was premature in that no detailed plans have been prepared or implemented to address existing and anticipated traffic concerns in the area; and

***WHEREAS,*** the City Council, at its meeting on August 23, 2022, after considering the public hearing comments, the Planning Commission's recommendation, and the reports and testimony from Staff and the Applicant, determined that the Applicant's Development Plan for PUD Overlay Zoning District #2022-28 is appropriate based on the following findings as required by Section 2-180 of the City's Unified Development Ordinance:

**Finding 1: Adequate property control is established and provided to protect the individual owner's rights and property values and to define legal responsibilities for maintenance and upkeep.**

Expanded Finding 1: The Applicant intends to maintain control of the Property, including maintenance and upkeep.

**Finding 2: The interior circulation plan and access from and onto public right-of-way does not create congestion or dangers and is adequate for the safety of the project residents and general public.**

Expanded Finding 2: The Applicant's traffic consultant prepared a professional traffic study that concludes the proposed high-density residential development would not cause traffic in the area to function below traffic industry standards. The City Engineer and the County

Engineer do not object to the study's key findings. However, the City Engineer and the County Engineer have agreed to cooperate on a future traffic study that considers the effect of potential future development in the City's staged growth area around the CSAH 45 corridor (beyond the proposed high-density residential development). The City Engineer and County Engineer, in coordination with the proposed high-density residential development, also agreed to consider pedestrian crossing improvements on 17th Street SW and Willow Street.

**Finding 3: A sufficient amount of useable open space is provided.**

Expanded Finding 3: The Development Plan provides adequate open space with a pet area and playground.

**Finding 4: The arrangement of buildings, structures, and accessory uses does not unreasonably disturb the privacy of surrounding property owners or reduce the value of adjacent properties.**

Expanded Finding 4: The proposed apartment buildings face north and south. The Property is separated from the adjacent low-density residential neighborhood to the east by a 100-foot right-of-way and a proposed landscape buffer, which provides adequate separation between the proposed and existing developments.

**Finding 5: The architectural design of the project is compatible with the surrounding area.**

Expanded Finding 5: The architectural design related to the Development Plan is consistent with the City's Unified Development Ordinance and compatible with the surrounding uses. The proposed apartment building height would not exceed three stories and would provide a landscape buffer at the periphery of the development.

**Finding 6: The project will not place a burden on existing municipal infrastructure, including utility and drainage systems.**

Expanded Finding 6: The proposed development would not significantly affect public infrastructure. The proposed development's stormwater management system would comply with all applicable regulations.

Adequate municipal sewer and water services are available to serve the Property.

**Finding 7: The development schedule ensures a logical development of the site, protecting the interests of project residents and the general public.**

Expanded Finding 7: The Applicant proposes constructing the north building during Phase 1 of the development. The Applicant proposes developing the central and south buildings in subsequent phases based on the community's housing demand.

**Finding 8: The planned unit development is in reasonable compliance with the intent and purpose of the Land Use Plan.**

Expanded Finding 8: The City's Land Use Plan guides the Property for "Planned Residential Neighborhood," which may include high-density residential uses. There is a strong demand for housing, including market-rate apartments, in Faribault. Because the Property is at the intersection of two collector roads, the proposed high-density residential development is appropriate; and

***WHEREAS,*** the City Council conducted the first reading of this ordinance on August 23, 2022, and the second reading of this ordinance on _____.

**NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:**

**Section 1. Findings and incorporation of recitals and exhibits.** Where applicable, the recitals and exhibits incorporated into this ordinance constitute the written findings of the City Council, all of which protect the public's health, safety, and welfare.

**Section 2. Rezoning the Property to R-4, High-Density Residential, and PUD Overlay Zoning District #2022-28.** The Property legally described in Exhibit A is rezoned to R-4, High-Density Residential, and PUD Overlay Zoning District #2022-28, which provides as follows:

**PUD Overlay Zoning District #2022-28**

**A. Intent.** The intent of the PUD Overlay Zoning District #2022-28 is as follows:

1. Facilitate the development of multi-family housing that helps address the community's needs for housing.

2. Integrate the development's housing and open space to strengthen the relationship between the proposed apartment buildings and contribute to a strong neighborhood.

3. Coordinate parking, circulation, stormwater management, signage, architecture, open space/recreation, and other related features in the district.

4. Provide for the efficient provision of public utilities and services.

5. Facilitate the development of a vacant and underutilized parcel at the intersection of two collector roads suitable for multi-family development.

**B. Underlying District.** The R-4, High-Density Residential Zoning District, underlies the PUD Overlay Zoning District #2022-28 as approved by this ordinance.

**C. Permitted Uses.** The following shall be permitted uses in the PUD Overlay Zoning District #2022-28:

1. All uses permitted in the underlying R-4, High-Density Residential Zoning District; and

2. Other uses, which this ordinance does not specifically list, but for which the City's Development Review Committee has determined that the uses are consistent with the intent of the permitted uses in the PUD Overlay Zoning District #2022-28.

**D. Conditional Uses.** The following shall be conditional uses in the PUD Overlay Zoning District #2022-28:

1. All conditional uses in the R-4, High-Density Residential Zoning District; and

2. Other uses, which this ordinance does not specifically list, but for which the City's Development Review Committee has determined that the uses are consistent with the intent of

conditional uses in the PUD Overlay Zoning District #2022-28.

E. **Accessory Uses and Standards.** Accessory uses in the PUD Overlay Zoning District #2022-28 must be consistent with the accessory uses and standards specified in the City's Unified Development Ordinance for the underlying R-4, High-Density Residential District. The City's Development Review Committee may waive certain accessory uses and standards if the Committee finds that the proposed accessory uses are consistent with the intent of the PUD Overlay Zoning District #2022-28.

F. **Setback Requirements for Principal Buildings.** Setbacks for principal buildings from the periphery lot lines must be consistent with the setbacks requirements of the underlying R-4, High-Density Residential Zoning District, unless approved otherwise by the City Council through the City's variance process.

G. **Principal Building Height.** The height of principal buildings in PUD Overlay Zoning District #2022-28 shall be consistent with the height requirements of principal buildings in the underlying R-4, High-Density Residential Zoning District.

H. **Density.** The density of housing in PUD Overlay Zoning District #2022-28 must be consistent with the City's Unified Development Ordinance related to the underlying R-4, High-Density Residential District, and the density bonus allowed through the provisions of the PUD for the proposed playground and pet area amenities.

I. **Architecture.** The architectural design of structures in the PUD Overlay Zoning District #2022-28 must be consistent with the provisions of the City's Unified Development Ordinance. The architecture must be similar to the designs included in the Development Plan, as shown in Exhibit B of this ordinance. The architectural design of structures must be compatible with each other and the surrounding residential neighborhood as determined by the City's Development Review Committee.

J. **Access, Parking, and Circulation.** Access, parking, and circulation associated with PUD Overlay Zoning District #2022-28 must be

substantially consistent with the Development Plan shown in Exhibit B of this Resolution, except as may be modified as follows:

1. The development must provide road, trail, and sidewalk improvements internal to the site and in the adjacent right-of-way as directed by the City Engineer and/or County Engineer.

2. The development must provide sufficient onsite parking (and/or proof of parking) consistent with the parking standards outlined in the City's Unified Development Ordinance. The City's Development Review Committee may approve minor changes to the parking and circulation in the Development Plan shown in Exhibit B of this Ordinance.

3. The development must establish a shared parking and cross-access agreement, approved by the City Attorney, between the platted lots in the development.

4. Any required parking space rendered unusable by snow storage, materials, equipment, or other means, must be promptly remedied and the required parking spaces returned to a usable condition.

5. The development must provide accessible parking spaces at a ratio consistent with the Americans with Disabilities Act and the Minnesota Accessibility Code for the uses in the PUD Overlay Zoning District #2022-28.

6. Underground or covered parking is encouraged in the district. The City's Development Review Committee may approve such parking, at its discretion, through the site plan approval process outlined in the City's Unified Development Ordinance.

7. Electric vehicle charging stations are encouraged in the district. The City's Development Review Committee may approve such charging stations, at its discretion, through the site plan approval process outlined in the City's Unified Development Ordinance.

8. Pedestrian walks must be consistent with the Americans with Disabilities Act and the Minnesota Accessibility Code. The City's Development Review Committee may require and approve

pedestrian walks, at its discretion, through the site plan approval process outlined in the City's Unified Development Ordinance.

**K. Landscaping and Screening.** At a minimum, landscaping and screening in the PUD Overlay Zoning District #2022-28 must be consistent with the applicable standards of the City's Unified Development Ordinance. The City's Development Review Committee may require additional landscaping at its discretion to provide a sufficient landscape buffer between the development and surrounding uses.

**L. Open Space**. The PUD Overlay Zoning District #2022-28 must provide open space substantially similar to that shown in the Development Plan included in Exhibit B.

**M. Lighting.** Exterior lighting in PUD Overlay Zoning District #2022-28 must be consistent with the City's Unified Development Ordinance and must require site plan approval by the City's Development Review Committee.

**N. Signs.** PUD Overlay Zoning District #2022-28 must have a Comprehensive Sign Plan, which ensures coordinated and compatible signage for all uses in the district, as follows:

1. The Comprehensive Sign Plan must be approved by the City Planner or other Authorized Agent of the City.

2. All signs must be substantially consistent with the general sign provisions specified in Chapter 9, Article 1, and Section 9-120 Residential Districts of the City's Unified Development Ordinance.

3. The City Planner or other Authorized Agent of the City will have the authority to waive specific sign requirements specified in Chapter 9 of the City's Unified Development Ordinance (especially as they relate to directional signage and parking signage), provided that the waiver furthers the intent of the PUD Overlay Zoning District #2022-28 and is in the best interest of the community.

4. Signage identifying the building addresses must be approved by the Faribault Fire Chief.

5. No signage will be allowed in an easement without an appropriate Agreement between the Developer and the City.

**O. Phasing.** The Developer may phase the development per the provisions of the City's Unified Development Ordinance and as follows:

1. The Developer must enter into a Development Agreement with the City that specifies the terms and conditions of the development's phasing.

2. The Developer intends to install the site infrastructure and construct the north building in 2022-2023. Development related to the central and south buildings may occur as market conditions permit. Unless waived by the City's Development Review Committee, the Developer must construct the playground and pet area before the City will issue a certificate of occupancy for the second building.

3. The Developer must provide complete perimeter landscaping adjacent to Albers Avenue/CSAH 45 before the City will issue a certificate of occupancy for the north building in the development.

4. If significant delays in the development of PUD Overlay Zoning District #2022-28 occur, the City's Development Review Committee may require that the Developer amend the PUD through appropriate means to address applicable conditions and regulations.

**P. Other Required Standards.** Development in PUD Overlay Zoning District #2022-28 must be consistent with all applicable standards of the City's Unified Development Ordinance, except as may be modified by this ordinance, the conditions of approval related to the Development Plan, and any other current or subsequent City approvals.

**Q. Conformance with the Approved Development Plan for PUD Overlay Zoning District #2022-28.** Development in PUD Overlay Zoning District #2022-28 must conform with the approved Development Plan shown in Exhibit B or as amended per the City's Unified Development Ordinance. However, at the discretion of the

City's Development Review Committee or other Authorized Agent of the City, development can deviate from the approved Development Plan if the deviation is consistent with the intent of PUD Overlay Zoning District #2022-28. If required by the City's Development Review Committee, deviation from the approved Development Plan requires an amendment to this ordinance.

**R. Development Agreement.** Before any significant development (as determined by the City's Development Review Committee) can occur in PUD Overlay District #2022-28, the Developer and City must enter into a Development Agreement and any other applicable agreements that specify the terms and conditions of future development on the Property.

**Section 3. Approval of the Development Plan for PUD Overlay Zoning District #2022-28.** The Development Plan for PUD Overlay Zoning District #2022-28 as shown in Exhibit B, is hereby approved as follows:

1. Approval of the Development Plan authorizes the Developer to proceed with requesting Site Plan approval from the City's Development Review Committee for the proposed development.

2. The Development Review Committee, at its discretion, may allow deviations and refinements to the Development Plan shown in Exhibit B provided the deviations and refinements further the intent of this ordinance.

3. The City's Development Review Committee may attach appropriate conditions to any Site Plan approval related to the work shown in the approved Development Plan.

**Section 4. Authorization to Execute Agreements.** The Mayor and City Administrator are authorized and directed to execute and deliver any required additional agreements, certificates, or other documents the City Attorney determines necessary to implement this ordinance.

**Section 5. Authorization to take Additional Steps.** City Staff, City Consultants, and the City Attorney are authorized and directed to take any additional steps and actions necessary or convenient to accomplish the intent of this ordinance.

**Section 6. Effective Date.** This ordinance shall be effective immediately upon its passage and publication according to the Faribault City Charter and the successful recording of the FARIBAULT APARTMENTS plat and related documents with Rice County. If the Developer does not record the plat and related documents within one year of the City Council's approval of this ordinance, the ordinance shall automatically be null and void

Public Hearing: August 1, 2022

First Reading: August 23, 2022

Second Reading: _____

Published: _____

**Faribault City Council**

_____

**Kevin F. Voracek, Mayor**

**ATTEST:**

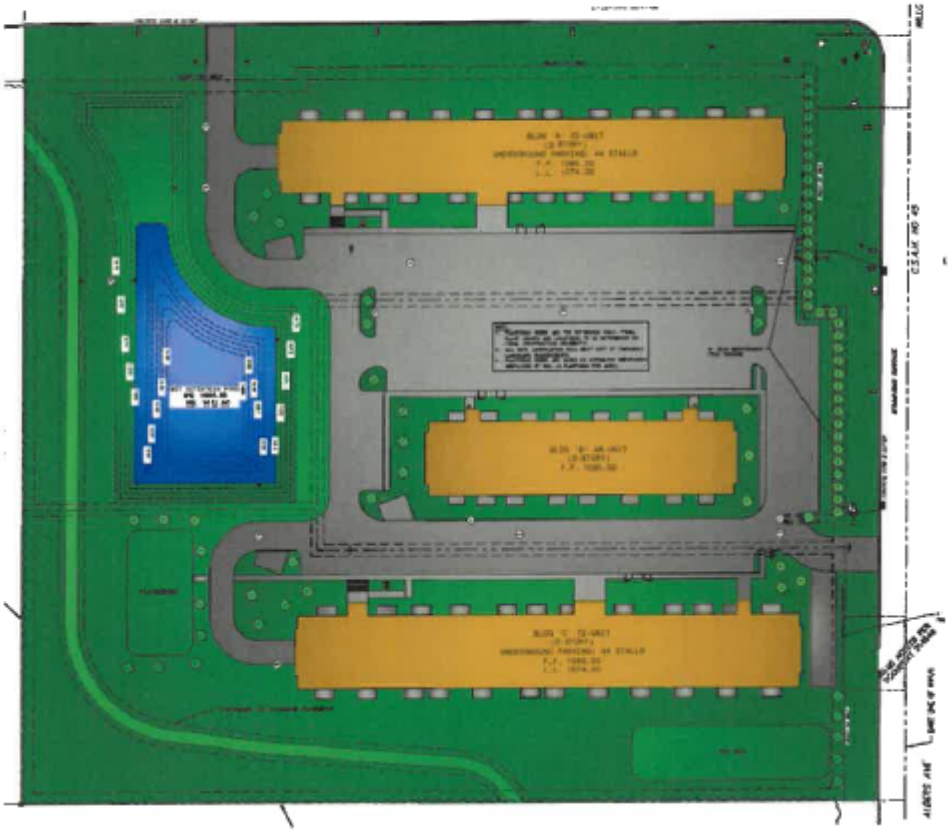
_____

**Timothy C. Murray, City Administrator**

## EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY IN PUD OVERLAY ZONING DISTRICT #2022-28

Lots 1-3, Block 1, FARIBAULT APARTMENTS

## EXHIBIT B: PERTINENT EXCERPTS OF THE DEVELOPMENT PLAN FOR PUD OVERLAY ZONING DISTRICT #2022-28



General Site Layout

General Building Design and Materials

**EXHIBIT G TO PURCHASE AND DEVELOPMENT AGREEMENT**

**Storm Water Maintenance Agreement**

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## STORMWATER MAINTENANCE AGREEMENT

**THIS AGREEMENT** (the "Agreement") is made and entered into as of the ____ day of _____, 20__, by and between the City of Faribault, a Minnesota municipal corporation (the "City") and Faribault Apartments LLC, a Minnesota limited liability company, formed under the laws of the state of Minnesota (the "Owner").

**WITNESSETH:**

**WHEREAS**, the Owner is the fee owner of certain real property located in Rice County, Minnesota, legally described on Exhibit A attached hereto (the "Property"); and

**WHEREAS**, the Owner has agreed to construct and maintain certain stormwater facilities (the "Stormwater Improvements") for the benefit of the Property; and

**WHEREAS**, the Stormwater Improvements which are the subject of this Agreement include, but are not limited to a stormwater basin, stormwater drainage structures, vegetated swales, and accompanying structures. The location of the Stormwater Improvements are shown on final approved plans dated _____ as on file with the City of Faribault and last revision date _____ and as shown on Exhibit B attached hereto; and

**WHEREAS**, the City requires permanent provisions for handling of stormwater runoff, including terms and conditions for operation and maintenance of all Stormwater Improvements, and requires such provisions to be set forth in an agreement to be recorded against the Property; and

**WHEREAS**, the City and the Owner intend to comply with certain conditions, including entering into this Agreement regarding the operation and ongoing maintenance of the Stormwater Improvements.

**NOW, THEREFORE**, in consideration of the mutual covenants of the parties set forth herein and other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Maintenance of the Stormwater Improvements. The Owner, for itself and its successor or assigns, agrees to maintain the Stormwater Improvements to retain the design performance capacity and observe all drainage laws governing the operation and maintenance of the Stormwater Improvements. The Owner shall make periodic inspection and perform maintenance of the Stormwater Improvements as described in Exhibit C attached hereto. The Owner shall make all such scheduled inspections and maintenance, keep record of all inspections and maintenance activities, and submit such records annually to the City. The cost of all inspections and maintenance, including debris removal and vegetation restoration of the Stormwater Improvements, shall be the obligation of the Owner and its successors or assigns as the fee owner of the Property.

2. City's Maintenance Rights. The City may, but shall not be obligated to, maintain the

Stormwater Improvements, as provided in this paragraph, if the City reasonably believes that the Owner or its successors or assigns has failed to maintain the Stormwater Improvements such that the Stormwater Improvements are not operating as designed in accordance with applicable drainage laws and other requirements and such failure continues for 30 days after the City gives the Owner written notice of such failure or, if such tasks cannot be completed within 30 days, after such time period as may be reasonably required to complete the required tasks provided that Owner is making a good faith effort to complete said task. The City's notice shall specifically state which maintenance tasks are to be performed. If Owner does not complete the maintenance tasks within the required time period after such notice is given by the City, the City shall have the right to enter upon such portions of the Property as may reasonably be necessary to gain access to perform such maintenance tasks. In such case, the City shall send an invoice of its reasonable maintenance costs to the Owner or its successors or assigns, which shall include all reasonable staff time, engineering and legal and other reasonable costs and expenses incurred by the City. If the Owner or its successors or assigns fails to reimburse the City for its costs and expenses in maintaining the Stormwater Improvements within 30 days of receipt of an invoice for such costs, the City shall have the right to assess the full cost thereof against the Property. The Owner, on behalf of itself and its successors and assigns, acknowledges that the maintenance work performed by the City regarding the Stormwater Improvements benefits the Property in an amount which exceeds the assessment and hereby waives any right to hearing or notice and the right to appeal the assessments otherwise provided by Minnesota Statutes, Chapter 429. The Owner hereby consents to the levy of such special assessments without notice or hearing and waives its rights to appeal such assessments pursuant to Minnesota Statutes, Section 429.081, provided the amount levied, does not exceed the expenses actually incurred by the City. Further, the City may, at its option, as an additional remedy, recover expenses actually incurred by the City as service charges, in the manner provided by Minnesota Statutes, Section 415.01, 366.011 and 366.012, and the Owner hereby consents to the levy of such assessments without notice or hearing and waives its rights to appeal such assessments pursuant to such Minnesota Statutes, provided the amount levied, does not exceed the expenses actually incurred by the City pursuant to this Agreement. Notwithstanding the foregoing, in the event of an emergency, as determined by the city engineer, the 30-day notice requirement to the Owner for failure to perform maintenance tasks shall be and hereby is waived in its entirety by the Owner, and the Owner shall reimburse the City and be subject to assessment for any expense so incurred by the City in the same manner as if written notice as described above has been given.

3. Hold Harmless. The Owner hereby agrees to indemnify and hold harmless the City and its agents and employees against any and all claims, demands, losses, damages, and expenses (including reasonable attorneys' fees) arising out of or resulting from the Owner's, or the Owner's agents' or employees' negligent or intentional acts, or any violation of any safety law, regulation or code in the performance of this Agreement, without regard to any inspection or review made or not made by the City, its agents or employees or failure by the City, its agents or employees to take any other prudent precautions. In the event the City, upon the failure of the Owner to comply with any conditions of this Agreement, performs said conditions pursuant to its authority in this Agreement, the Owner shall indemnify and hold harmless the City, its employees, agents and representatives for its own negligent acts in the performance of the Owner's required work under this Agreement, but this indemnification shall not extend to intentional or grossly negligent acts of the City, its employees, agents and representatives.

4. Costs of Enforcement. The Owner agrees to reimburse the City for all costs prudently incurred by the City in the enforcement of this Agreement, or any portion thereof, including court costs and reasonable attorneys' fees.

5. Rights Not Exclusive. No right of the City under this Agreement shall be deemed to be exclusive and the City shall retain all rights and powers it may have under Minnesota Statutes, sections 444.16 to 444.21 to acquire, construct, reconstruct, extend, maintain and otherwise improve the Stormwater Improvements.

6. Notice. All notices required under this Agreement shall either be personally delivered or be sent by United States certified or registered mail, postage prepaid, and addressed as follows:

a) as to Owner: Faribault Apartments LLC
3515 48th Avenue N.
Brooklyn Center, MN 55429
Attn: Chet Funk/Samuel Herzog

b) as to City: City of Faribault
208 NW First Avenue
Faribault, MN 55021-5105
Attn: City Administrator

with a copy to: Scott J. Riggs
Kennedy & Graven
470 U.S. Bank Plaza
200 South Sixth Street
Minneapolis, MN 55402

or at such other address as either party may from time to time notify the other in writing in accordance with this paragraph.

7. Successors and Assigns. All duties and obligations of Owner under this Agreement shall also be duties and obligations of Owner's successors and assigns. The terms and conditions of this Agreement shall run with the Property.

8. Effective Date. This Agreement shall be binding and effective as of the date first written above.

By: _____

STATE OF_____ )
) ss.
COUNTY OF _____ )

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, _____.

_____
Notary Public

*(Remainder of page left intentionally blank)*

**CITY OF FARIBAULT**

By: _____
Kevin F. Voracek, Mayor

By: _____
Timothy C. Murray, City Administrator

STATE OF MINNESOTA )
) ss.
COUNTY OF RICE )

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by Kevin F. Voracek and Timothy C. Murray, the mayor and the city administrator, respectively, of the City of Faribault, a Minnesota municipal corporation, by and on behalf of the municipal corporation.

_____
Notary Public

This instrument drafted by:

City of Faribault Engineering Department
1200 Belview Trail
Faribault, MN 55021

*(Remainder of page left intentionally blank)*

**EXHIBIT A TO**
**STORMWATER MAINTENANCE AGREEMENT**

**Legal Description of the Property**

**PID TO BE INSERTED BEFORE RECORDING**

**Legal Description LOTS 1-3, BLOCK 1 FARIBAULT APARTMENTS**

**EXHIBIT B TO**
**STORMWATER MAINTENANCE AGREEMENT**

**Depiction of Location of Stormwater Improvements**

**TO BE PROVIDED BY DEVELOPER AND INSERTED BEFORE RECORDING**

**EXHIBIT C TO**
**STORMWATER MAINTENANCE AGREEMENT**

**Inspection and Maintenance Schedule**

Inspection and maintenance shall be made consistent with the inspection schedule and checklist below, or with the most recent version of the Minnesota Stormwater Manual or other subsequent manual(s) as dictated by the City.

**TO BE PROVIDED BY DEVELOPER AND INSERTED BEFORE RECORDING**

# Request for Council Action

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **THROUGH:** | Tim Murray, City Administrator |
| **FROM:** | Heather Slechta, City Clerk |
| **MEETING DATE:** | September 27, 2022 |
| **SUBJECT:** | Approve LG220 Application for Exempt Permit |

**Background:**

City Staff received an LG220 Application for Exempt Permit from Heroes Helping Heroes, for a raffle that will be held at Joe's Sports Cafe on December 19, 2022. If approved, staff will send the approved application to the Minnesota Gambling Control Board for review and final approval.

**Recommendation:**

Approve LG220 Application for Exempt Permit

**Attachments:**

1. LG220 Application - Heros Helping Heros

# LG220 Application for Exempt Permit



An exempt permit may be issued to a nonprofit organization that:

- conducts lawful gambling on five or fewer days, and
- awards less than $50,000 in prizes during a calendar year.

If total raffle prize value for the calendar year will be $1,500 or less, contact the Licensing Specialist assigned to your county by calling 651-539-1900.

## Application Fee (non-refundable)

Applications are processed in the order received. If the application is postmarked or received 30 days or more before the event, the application fee is **$100**; otherwise the fee is **$150**.

Due to the high volume of exempt applications, payment of additional fees prior to 30 days before your event will not expedite service, nor are telephone requests for expedited service accepted.

## ORGANIZATION INFORMATION

Organization Name: Heroes Helping Heroes

Previous Gambling Permit Number: X-

Minnesota Tax ID Number, if any:

Federal Employer ID Number (FEIN), if any: [redacted]

Mailing Address: 6099 French Lake Trail

City: Faribault State: MN Zip: 55021 County: Rice

Name of Chief Executive Officer (CEO): Chris Steward

CEO Daytime Phone: 612-290-9563 CEO Email: HeroesHelpingHeroesMN@gmail.com

(permit will be emailed to this email address unless otherwise indicated below)

Email permit to (if other than the CEO):

## NONPROFIT STATUS

Type of Nonprofit Organization (check one):

☐ Fraternal ☐ Religious ☐ Veterans ☑ Other Nonprofit Organization

**Attach a copy of one of the following showing proof of nonprofit status:**

(DO NOT attach a sales tax exempt status or federal employer ID number, as they are not proof of nonprofit status.)

☐ **A current calendar year Certificate of Good Standing**

Don't have a copy? Obtain this certificate from:

MN Secretary of State, Business Services Division
60 Empire Drive, Suite 100
St. Paul, MN 55103

Secretary of State website, phone numbers:
www.sos.state.mn.us
651-296-2803, or toll free 1-877-551-6767

☑ **IRS income tax exemption (501(c)) letter in your organization's name**

Don't have a copy? To obtain a copy of your federal income tax exempt letter, have an organization officer contact the IRS toll free at 1-877-829-5500.

☐ **IRS - Affiliate of national, statewide, or international parent nonprofit organization (charter)**

If your organization falls under a parent organization, attach copies of both of the following:

1. IRS letter showing your parent organization is a nonprofit 501(c) organization with a group ruling; and
2. the charter or letter from your parent organization recognizing your organization as a subordinate.

## GAMBLING PREMISES INFORMATION

Name of premises where the gambling event will be conducted (for raffles, list the site where the drawing will take place): Joe's Sports Cafe

Physical Address (do not use P.O. box): 1510 7th St NW, Faribault, MN 55021

Check one:

☑ City: Faribault Zip: 55021 County: Rice

☐ Township: Zip: County:

Date(s) of activity (for raffles, indicate the date of the drawing): 12/19/2022

Check each type of gambling activity that your organization will conduct:

☐ Bingo ☐ Paddlewheels ☐ Pull-Tabs ☐ Tipboards ☑ Raffle

**Gambling equipment** for bingo paper, bingo boards, raffle boards, paddlewheels, pull-tabs, and tipboards must be obtained from a distributor licensed by the Minnesota Gambling Control Board. EXCEPTION: Bingo hard cards and bingo ball selection devices may be borrowed from another organization authorized to conduct bingo. To find a licensed distributor, go to ***www.mn.gov/gcb*** and click on ***Distributors*** under the ***List of Licensees*** tab, or call 651-539-1900.

# Request for Council Action

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **THROUGH:** | Tim Murray, City Administrator |
| **FROM:** | Kevin Bushard, Human Resources Manager |
| **MEETING DATE:** | September 27, 2022 |
| **SUBJECT:** | Resolution 2022-215 Approve Hiring Police Officer |

**Background:**

There is a need to fill a vacant Police Officer position with the City of Faribault. The position has been posted since January 1, 2021.

Several applications were received and reviewed. From that review, four applicants were selected for an interview. The interview panel consisted of Police Captains David Dillon, Jason Severson, Neal Pederson, Police Chief John Sherwin and Payroll and Benefits Specialist Donna Braun. From that interview, Nolan Vikla was selected as the recommendation for hire.

Resolution 2022-215 recommends the hiring of Nolan Vikla as Police Officer for the City of Faribault. The Police Officer position is part of the LELS Local 357 CBA 2022-2024 and he will be hired at pay Grade "J-1" Step 1.

**Recommendation:**

Approve Resolution 2022-215, approving the hiring of Nolan Vikla as Police Officer for the CIty of Faribault.

**Attachments:**

1. Resolution 2022-215 Approve Hiring Police Officer

*State of Minnesota*
*County of Rice*

# *CITY OF FARIBAULT*

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## RESOLUTION #2022-215

### APPROVE HIRING POLICE OFFICER

***WHEREAS,*** the City of Faribault (the "City") presently has a vacancy for a Police Officer that needs to be filled by a qualified candidate; and

***WHEREAS,*** the City has posted for and interviewed candidates for the Police Officer position within the City; and

***WHEREAS,*** the City Council desires to fill the vacancy for the Police Officer position.

***NOW THEREFORE, BE IT RESOLVED*** by the City Council of the City of Faribault, Minnesota, that Nolan Vikla shall be extended an offer of employment to fill the vacant Police Officer position.

**Date Adopted:** September 27, 2022

**Faribault City Council**

_____

**Kevin F. Voracek, Mayor**

**ATTEST:**

_____

**Timothy C. Murray, City Administrator**

# Request for Council Action

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **THROUGH:** | Tim Murray, City Administrator |
| **FROM:** | Deanna Kuennen, Community & Economic Development Director |
| **MEETING DATE:** | September 27, 2022 |
| **SUBJECT:** | Approve an Agreement to Allow the City of Faribault to Issue a Temporary Certificate of Occupancy for Property at 230 Central Avenue |

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**Background:**

T. Nelson Properties LLC (the "Owner") has requested that the City issue a temporary certificate of occupancy (TCO) to allow residential tenants to move into 230 Central Avenue (the "Property") on October 1, 2022. However, the Owner has received a temporary restraining order (TRO), which prevents residential tenants from using the onsite trash storage area that the Owner provided on the ground floor of the Property. Because onsite trash storage is required by Resolution 2020-057, the Owner has requested that the City allow temporary onsite trash storage in the former Linen Store area at the Property until the TRO is resolved. The attached agreement provides conditional approval for the Owner to use the Linen Store area for *temporary* onsite trash storage with conditions, and it allows the City to issue a temporary certificate of occupancy for the residential tenants. The agreement articulates that the Owner must provide the City with a $25,000.00 financial security. In addition, the Owner must provide proof that the Owner has clear ownership of the Linen Store area and that there is no claim or interest that would prevent the use of the Linen Store area for onsite trash storage (such as an existing lease).

**Recommendation:**

Approve the attached agreement.

**Attachments:**

1. Agreement to Allow the City of Faribault to Issue a Temporary Certificate of Occupancy for Property at 230 Central

**AGREEMENT TO ALLOW THE CITY OF FARIBAULT TO ISSUE A TEMPORARY CERTIFICATE OF OCCUPANCY FOR PROPERTY AT 230 CENTRAL AVENUE**

**THIS AGREEMENT TO ALLOW THE CITY OF FARIBAULT TO ISSUE A TEMPORARY CERTIFICATE OF OCCUPANCY FOR PROPERTY AT 230 CENTRAL AVENUE** (this "Agreement") is made and entered into on this 27th day of September, 2022, by and between City of Faribault, Minnesota, a municipal corporation under the laws of Minnesota (the "City") and T. Nelson Properties, LLC, a Minnesota limited liability company (the "Owner") together with the City (the "Parties") or each (a "Party").

## RECITALS

***WHEREAS,*** the Owner requested a variance to develop nine (9) dwelling units, instead of the allowed five (5) dwelling units, at 230 Central Avenue (the "Property") legally described in Exhibit A; and

***WHEREAS,*** at a City Council meeting on April 14, 2020, the Council tabled the Owner's variance request to allow the Owner to reduce the number of proposed dwelling units from nine (9) to eight (8) units and to provide onsite trash storage for the dwelling units; and

***WHEREAS,*** the City Council held a work session on April 21, 2020, at which time the Owner presented plans for eight (8) dwelling units and an onsite trash storage area; and

***WHEREAS,*** the City Council approved Resolution 2020-057 (see Exhibit B) on April 28, 2020, which granted the Owner a variance to develop eight (8) dwelling units at 230 Central Avenue (the "Property") based, in part, on the Owner's plan for an onsite trash storage area for the dwelling units; and

***WHEREAS,*** the Owner constructed the dwelling units and provided an area for an onsite trash storage area as depicted in Exhibit B; and

***WHEREAS,*** the commercial tenant of 230 Central Avenue requested a temporary restraining order (TRO) to prevent the use of the onsite storage area by the Owner and the Owner's residential tenants without the written consent of the commercial tenant; and

***WHEREAS,*** a judgment from the District Court Third District, dated August 31, 2022, Court File Number 66-CV-22-991 (see Exhibit C), issued a TRO regarding the use of the onsite storage area by the Owner and the Owner's residential tenants; and

***WHEREAS,*** the City received a request from the Owner to issue a temporary certificate of occupancy (TCO) to allow residential tenants to occupy the Property; and

***WHEREAS,*** without permanent residential tenant access to an onsite trash storage area, the City cannot issue a TCO based on the requirements of Resolution 2020-057; and

***WHEREAS,*** instead of the existing onsite storage area, which may not be, or is only temparily available to the residential tenants at this time, the Owner has proposed to provide an onsite trash storage area in the former "Linen Store" space on the west side of the ground floor of the Property; and

***WHEREAS,*** the Owner requests that the former "Linen Store" serve as the onsite trash storage area until a permanent solution for onsite trash storage is provided.

***NOW, THEREFORE,*** in consideration of the foregoing and of the mutual covenants and obligations in this Agreement, the Parties agree as follows:

## TERMS OF THIS AGREEMENT

1. Statement of Intent. It is the intention of the Parties that this Agreement documents the present understanding and commitments of the Parties. This Agreement will supersede all obligations of the Parties hereunder.

2. Terms. The terms of this Agreement are as follows:

    A. The Owner represents that Owner has clear ownership of the Linen Store area and that there is no interest or claim (for

example, a lease with the Linen Store tenant) that would prevent the use of the Linen Store for a trash storage area serving the residential tenants of the Property.

B. The Owner must provide the City with a $25,000.00 financial security to reimburse the city for costs and expenses incurred in the event the onsite trash storage issue is not resolved and the TCO must be revoked and to ensure the resolution of the required onsite trash storage to the satisfaction of the City and the final disposition of the Court related to Court File Number 66-CV-22-991.

C. The Owner and the Owner's residential tenants of the Property may temporarily use the Linen Store area for the required onsite storage area for up to 90 days or until the final disposition of the Court related to Court File Number 66-CV-22-991 whichever occurs later. The Owner must obtain all required permits from the City before the Linen Store can be used for onsite trash storage.

D. The Owner may use the Linen Store for permanent onsite trash storage, upon the submitting of an application and the approval of the City's Development Review Committee and all other applicable approvals and permits.

E. The Owner must restore and maintain the exterior of the Property per City Council, Development Review Committee, and Heritage Preservation Commission approvals.

3. Termination. The City may terminate this Agreement if the Owner does not fulfill the obligations of this Agreement, the modification, revocation or expiration of the TRO, or the final disposition of the Court related to Court File Number 66-CV-22-991.

4. Severability. If a court of competent jurisdiction finds any portion of this Agreement invalid, such decision shall not affect the validity of any remaining portion of the Agreement.

5. Breach and Waiver. If one party should breach any covenant contained in this Agreement and the other party waives such breach, the waiver shall be limited to the particular waived breach and shall not waive any other concurrent, previous, or other subsequent breaches.

6. Notice. Notice or demand or other communication between or among the Parties shall be given if sent by mail, postage prepaid, return receipt request or delivered personally:

A. As to the City: City of Faribault
208 1st Avenue NW
Faribault, MN 55021
Attn: City Administrator

With a copy to: Kennedy & Graven, Chartered
150 South 5th Street, Suite 700
Minneapolis, MN 55402
Attn: Scott J. Riggs, City Attorney

B. As to the Owner: T. Nelson Properties, LLC
3940 Wells Lake Way
Faribault, MN 55021
Attn: Todd R. Nelson

7. Counterparts. This Agreement may be executed simultaneously in any number of counterparts, all of which shall constitute the same instrument.

8. Governing Law. This Agreement shall be governed and construed per the laws of the state of Minnesota. Any disputes, controversies, or claims arising out of this Agreement shall be heard in the state or federal courts of Minnesota. The Parties to this Agreement waive any objection to the jurisdiction of these courts, whether based on convenience or otherwise.

9. Incorporation of Recitals. The recitals in the preamble of this Agreement and the exhibits attached to this Agreement are incorporated into this Agreement as if fully set forth herein.

***IN WITNESS WHEREOF,*** the City has caused this Agreement to be duly executed in its name and behalf, and the Owner has caused this Agreement to be duly executed in its name and behalf, on or as of the date listed in the preamble of this Agreement.

**Execution Page of the City to this Agreement**

**CITY OF FARIBAULT, MINNESOTA**

By: _____
Kevin F. Voracek, Mayor

By: _____
Timothy C. Murray, City Administrator

STATE OF MINNESOTA )
) SS.
COUNTY OF RICE )

The foregoing instrument was acknowledged before me on this _____ day of _____, 2022, by Kevin F. Voracek, the Mayor of the City of Faribault, Minnesota, on behalf of the City.

_____
Notary Public

STATE OF MINNESOTA )
) SS.
COUNTY OF RICE )

The foregoing instrument was acknowledged before me on this _____ day of _____, 2022, by Timothy C. Murray the Mayor of the City of Faribault, Minnesota, on behalf of the City.

_____
Notary Public

**Execution Page of the Owner to this Agreement**

**T. NELSON PROPERTIES, LLC**

By: _____
Todd R. Nelson
Its: Manager

STATE OF MINNESOTA )
) SS.
COUNTY OF RICE )

The foregoing instrument was acknowledged before me on this _____ day of _____, 2022, by Todd R. Nelson, the Manager of T. Nelson Properties, LLC, on behalf of the limited liability company.

_____
Notary Public

This document drafted by:

KENNEDY & GRAVEN, CHARTERED (SJR)
150 South 5th Street, Suite 700
Minneapolis, MN 55402
(612) 337-9300

Exhibit A

**Legal Description**

The east 127 feet of the north two thirds (N 2.3) of Lot 5 in Block 57 in the Original Town (now City) of Faribault, Rice County, Minnesota.

Exhibit B

**Resolution # 2020-057**

*State of Minnesota*
*County of Rice*

## *CITY OF FARIBAULT*

---

### RESOLUTION #2020-057

### APPROVE VARIANCE TO ALLOW EIGHT RESIDENTIAL UNITS ON PARCEL AT 230 CENTRAL AVENUE

***WHEREAS,*** T. Nelson Properties (Applicant and Owner) has applied for a variance that would allow nine (9) residential units (instead of the maximum five (5) residential units allowed by the Unified Development Ordinance) to be developed on the 230 Central Avenue parcel, legally described as follows:

> ***The east 127 feet of the north two thirds (N 2/3) of Lot 5 in Block 57 in the Original Town (now City) of Faribault, Rice County, Minnesota***; and

***WHEREAS,*** the subject property is located in the CBD, Central Business District; and

***WHEREAS,*** Section 11-430 of the Unified Development Ordinance limits the subject parcel to five (5) residential units based on the following calculation: 5,558 square feet of parcel area divided by 2,000 = 2.79 multiplied by two (two) floors above the ground floor = 5.58 residential units allowed; and

***WHEREAS,*** City Staff completed a review of the Applicant's request and made a report to the Planning Commission (VAR 09-2020), a copy of which has been presented to the City Council; and

***WHEREAS,*** the Planning Commission, on the 6th day of April, 2020, following proper notice, held a public hearing regarding the Applicant's request, and

following said public hearing recommended that the City Council approve the Applicant's variance request based on the Planning Commission's written findings that approval of the Applicant's variance request is consistent with the provisions of Chapter 2, Article 9, Section 2-460 of the City's Unified Development Ordinance;

***WHEREAS,*** the Planning Commission also expressed to the Applicant and City Staff that the proposed residential units should be served by onsite trash facilities; and

***WHEREAS,*** at a regular meeting of the Faribault City Council on the 14th day of April, 2020, the City Council considered the Applicant's variance request and acted to table the Applicant's request so that the Applicant and City Council could discuss the Applicant's request in more detail at a Joint Council Committee work session on April 21, 2020; and

***WHEREAS,*** the City Council directed the Applicant to provide architectural plans of how the Applicant could provide onsite trash facilities for the proposed development; and

***WHEREAS,*** the Council also directed the Applicant to provide architectural plans for the proposed "ninth" residential unit on the second floor of the building at 11 3rd Street NW; and

***WHEREAS,*** the Joint Council Committee held a work session on April 21, 2020, at which the Applicant presented concept sketches of a proposed onsite trash facility and a laundry/storage room on the second floor of the building at 11 3rd Street NW (in lieu of the previously proposed "ninth" residential unit); and

***WHEREAS,*** the Applicant revised his variance request to allow a maximum of eight (8) residential units on the 230 Central Avenue parcel, rather than the nine (9) residential units originally requested by the Applicant; and

***WHEREAS,*** the Joint Council Committee requested that the Applicant refine the concept sketches and submit architectural plans of the proposed development for Council review and action on the variance request at the next regularly scheduled City Council meeting; and

***WHEREAS,*** at its April 28, 2020 meeting, the City Council reviewed the revised architectural plans of the proposed development on the 230 Central Avenue parcel, which includes eight (8) residential units, an onsite trash

facility, and a laundry/storage room on the second floor of 11 3rd Street NW (in lieu of the previously proposed "ninth" residential unit); and

***WHEREAS,*** the City Council finds that the Applicant's variance request to allow eight (8) residential units, rather than the five (5) residential units allowed by the City's Ordinance, on the 230 Central Avenue parcel is consistent with the required findings for approval as required by Chapter 2, Article 9, Section 2-460 of the City's Unified Development Ordinance as follows:

1. **The variance is in harmony with the general purpose and intent of the City's ordinances.**

   Expanded Finding: The general intent of the City's Unified Development Ordinance is to implement the policies of the Comprehensive Plan and to protect the health, safety, and welfare of the public. The Comprehensive Plan identifies high-density housing as an acceptable use in the downtown. Although the number of proposed residential units exceeds that allowed by the Ordinance, the proposed residential units would be constructed in a manner that does not adversely affect the health, safety, and welfare of the public. Therefore, the variance request is in harmony with the general purpose and intent of the City's ordinances.

2. **The variance is consistent with the Comprehensive Plan.**

   Expanded Finding: The City's current Comprehensive Plan (adopted in 2003) states that high-density residential is allowed in the downtown as a mixed-use development or a standalone development. Policies of the Comprehensive Plan include providing a mix of housing, work, shopping, and entertainment uses in the downtown and protecting the historic qualities of the downtown. Approval of the variance request is consistent with the Comprehensive Plan in that it would facilitate the development of housing in the downtown. It would also facilitate investment in an important historic building.

   Community Vision 2040 (adopted in 2016) describes the community's vision for a vibrant downtown. It sets community goals to establish market rate and high-end housing in the downtown and enhance the appearance of downtown buildings and the streetscape. Approval of the variance request strengthens the vibrancy of the downtown by bringing additional residents to the downtown who can support downtown businesses. It also facilitates

investment in an historic property, which will strengthen the appearance of the downtown.

3. **The applicant proposes to use the property in a reasonable manner not permitted by the City's ordinances.**

Expanded Finding: The subject buildings have sufficient area to develop eight (8) residential units in a manner consistent with the Unified Development Ordinance, except in regards to the number of units allowed on the parcel. If the existing buildings were on a larger parcel, the proposed number of residential units would be allowed by the Ordinance, yet there are no Ordinance requirements for parking or open space in the Central Business District. Therefore, it is reasonable to develop eight (8) residential units as proposed on the subject parcel.

4. **Unique circumstances apply to the property which do not apply generally to other properties in the same zone or vicinity and result from lot size or shape, topography or other circumstances over which the owner of the property has not had control.**

Expanded Finding: The relatively small area of subject parcel, coupled with the fact that the buildings cover the entire parcel, makes the subject property more challenging for the development of residential units than many other parcels in the Central Business District. Consequently, due to the unique circumstances of the subject property, it is reasonable for the City to provide the requested relief from the strict application of the Ordinance related to the number of allowable residential units.

5. **The variance does not alter the essential character of the neighborhood.**

Expanded Finding: The subject parcel can accommodate the same number of bedrooms (and therefore the same number of residents) regardless of whether there are eight (8) or five (5) residential units on the parcel. Therefore, approval of the variance does not directly alter the character of the neighborhood. Whether there are eight (8) or five (5) residential units on the parcel, the buildings and the number of occupants in the buildings can be the same.

6. **The variance requested is the minimum variance which would alleviate the practical difficulties.**

   Expanded Finding: The square footage of the proposed residential units is generally consistent with the minimum requirements of the Ordinance. The proposed number of bedrooms in each unit is reasonable. Therefore, it is impractical to require fewer than eight (8) residential units on the subject parcel. Limiting the number of residential units on the subject parcel to five (5) would create practical difficulties in developing residential units on the subject parcel in a manner that allows proposed development to succeed and that helps facilitate the ongoing maintenance of an important historic property.

7. **Economic conditions alone do not constitute practical difficulties.**

   Expanded Finding: The square footage of the proposed residential units is generally consistent with the minimum requirements of the Ordinance. Therefore, the variance request is not directly related to economic conditions alone. There is a strong need for additional housing in the City and the proposed development will provide additional housing while still meeting the minimum area requirements for residential units in the Central Business District. Approval of the requested variance will also provide income needed to defray the costs of necessary building improvements and ongoing maintenance. Improving and maintaining the historic buildings in the downtown is a stated policy of the City's Comprehensive Plan and Community Vision 2040.

***NOW, THEREFORE BE IT RESOLVED*** by the City Council of the City of Faribault as follows:

**Section 1: Approval of the Applicant's Variance Request.** The City Council hereby approves the Applicant's variance request to develop eight (8) residential units on the subject parcel, rather than the maximum five (5) residential units allowed by the Ordinance. The development shall be substantially consistent with the Applicant's proposal shown in Exhibit A of this resolution, which includes an onsite trash facility and a laundry/storage room on the second floor of 11 3rd Street NW (in lieu of the previously proposed "ninth" residential unit). However, the City's Development Review Committee may approve

revisions to the Applicant's proposal provided that the revisions are consistent with the City's ordinances, and all other applicable regulations, and that the revisions are consistent with the intent of this resolution.

**Section 2: Conditions of Approval.** The requested variance is approved subject to the conditions listed herein and as authorized under Section 2-470 of City's Unified Development Ordinance, which allows attachment of conditions to the variance approval as necessary to comply with the standards established by the City's ordinances, to reduce or minimize the effect of the variance upon other properties in the neighborhood, and to better carry out the intent of the variance. The conditions of the variance approval are as follows:

1. Before issuance of a building permit for the proposed development, the Applicant shall apply for and receive site plan approval from the City's Development Review Committee. The Development Review Committee shall verify that the proposed development is consistent with the intent of this resolution and that the proposed development is consistent with the provisions of the City's Unified Development Ordinance, except as otherwise approved by this resolution. More specifically, the Applicant shall document that each residential unit is consistent with the minimum area requirements for the units as specified in Section 11-430 of the City's Unified Development Ordinance; and

2. Before issuance of a building permit for the proposed development, the Applicant shall apply for and receive a certificate of appropriateness from the City's Heritage Preservation Commission for any changes to the building exterior that have not yet been approved by the Heritage Preservation Commission. Such changes may include, but not be limited to, the addition of an overhead door and three-foot wide hinged door associated with the proposed trash room on the north side of the 230 Central Avenue building and any exterior mechanical equipment, meters, and signage; and

3. The proposed development shall be designed, constructed, and maintained in full compliance with all applicable federal,

state, and local laws and regulations, including but not limited to building, safety, accessibility, property maintenance, health, sanitation, fire, electrical, plumbing, mechanical, wastewater, stormwater, and all other applicable laws and regulations. All applicable fees must be paid, including but not limited to, water availability charges, sewer availability charges, park development surcharges, building permit fees, and all other applicable fees.

**Section 3: Incorporation of Recitals and Exhibits.** The recitals set forth in this Resolution and the exhibit attached hereto are incorporated into and made a part of this Resolution.

**Section 4. Authorization to take additional steps.** City Staff and City Consultants are hereby authorized and directed to take any additional steps and actions necessary or convenient to accomplish the intent of this Resolution.

**Section 5: Effective Date.** This Resolution shall become effective immediately upon its passage and without publication.

**Date Adopted:** April 28, 2020

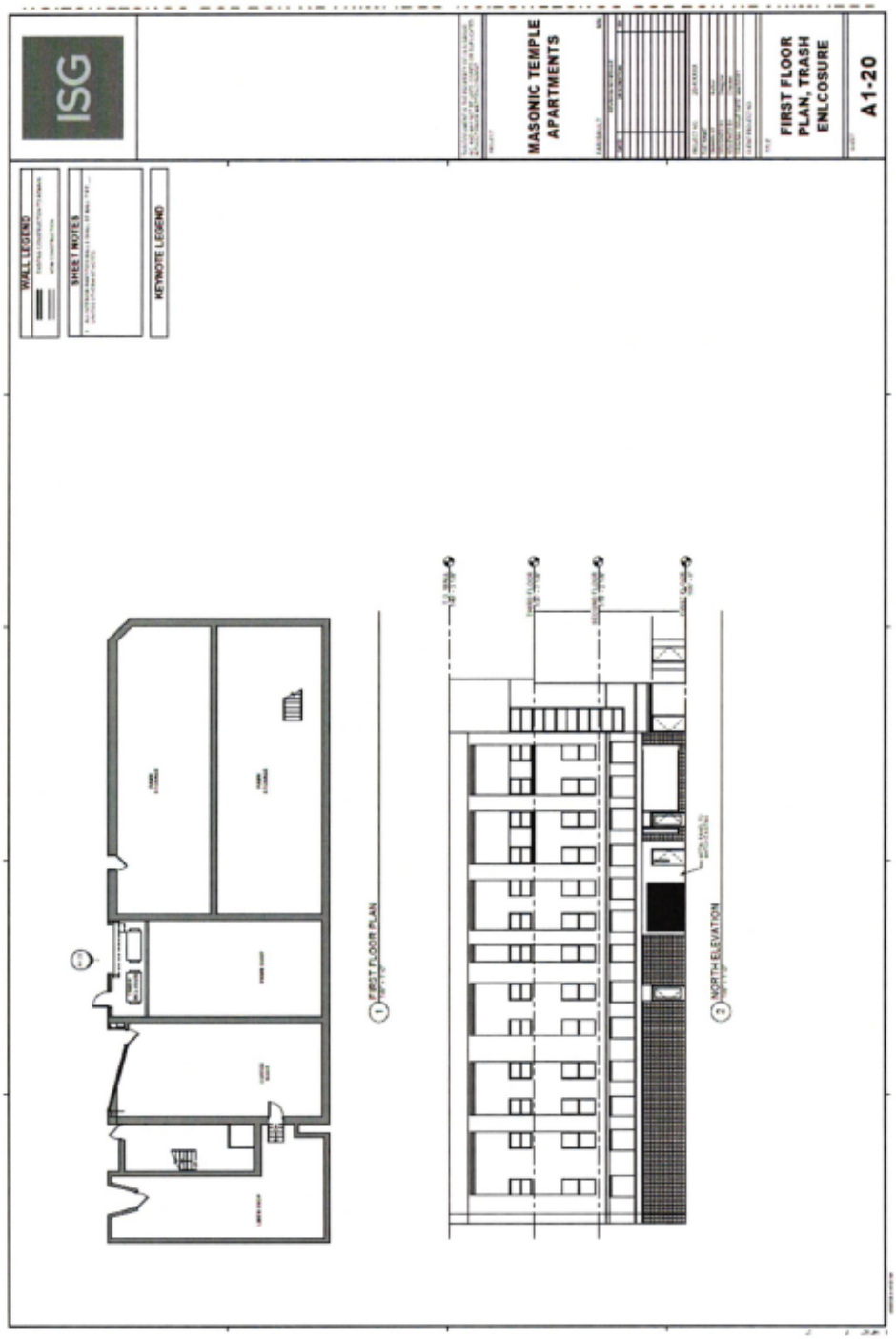
**Faribault City Council**

**Kevin F. Voracek, Mayor**

**ATTEST:**

**Timothy C. Murray, City Administrator**

## Exhibit A


ISG
WALL LEGEND
SHEET NOTES
KEYNOTE LEGEND
MASONIC TEMPLE APARTMENTS
FIRST FLOOR PLAN, TRASH ENLCOSURE
A1-20
1 FIRST FLOOR PLAN
2 NORTH ELEVATION

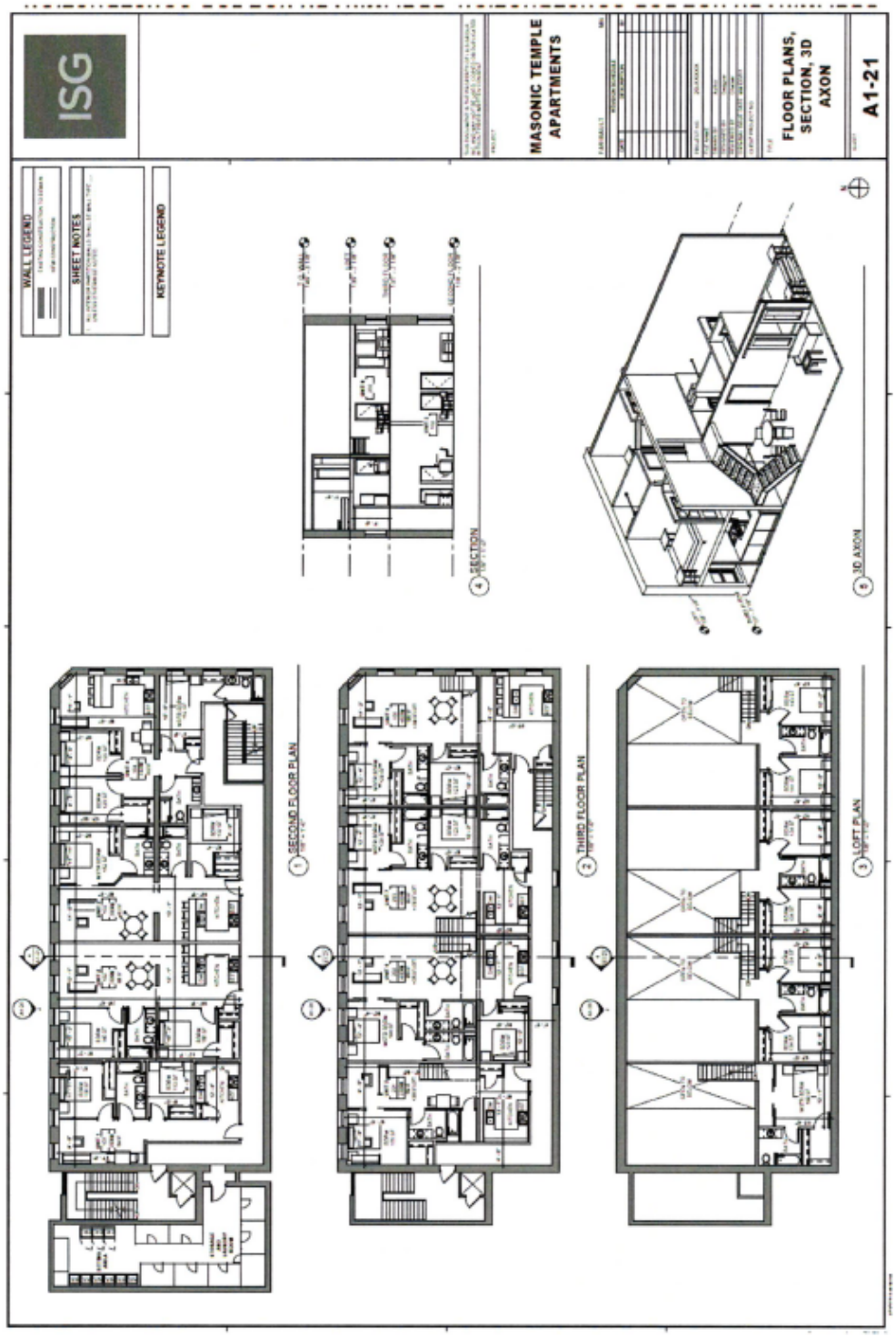

ISG
WALL LEGEND
SHEET NOTES
KEYNOTE LEGEND
MASONIC TEMPLE APARTMENTS
FLOOR PLANS, SECTION, 3D AXON
A1-21
SECTION
3D AXON
SECOND FLOOR PLAN
THIRD FLOOR PLAN
LOFT PLAN

Exhibit C

## Order Granting Temporary Restraining Order

1/2022 4:34 PM
e County, MN

Filed in District Court
State of Minnesota
8/31/2022

State of Minnesota
Rice County

District Court
Third District
Court File Number: **66-CV-22-991**
Case Type: Civil Other/Misc.

FILE COPY

**Notice of:**

| | |
|---|---|
| X | **Filing of Order** |
| X | **Entry of Judgment** |
| | **Docketing of Judgment** |

---

Pawn Minnesota LLC vs Todd Nelson, T. Nelson Properties LLC

You are hereby notified that the following occurred regarding the above-entitled matter:

| | |
|---|---|
| X | An Order was filed on August 31, 2022. |
| X | Judgment was entered on August 31, 2022. |
| | You are notified that judgment was docketed on at in the amount of $. Costs and interest will accrue on this amount from the date of entry until the judgment is satisfied in full. |

Dated: August 31, 2022

Lisa Kuhlman
Court Administrator
Rice County District Court
218 NW 3rd Street
Faribault MN 55021
507-497-7134

cc: GREGORY MARK MILLER
DAVID L LUDESCHER

A true and correct copy of this Notice has been served pursuant to Minnesota Rules of Civil Procedure, Rule 77.04.

MNCIS-CIV-142 STATE Notice 12/20

Filed in District Court
State of Minnesota
August 31, 2022

STATE OF MINNESOTA | DISTRICT COURT

COUNTY OF RICE | THIRD JUDICIAL DISTRICT
CASE TYPE: CIVIL/OTHER

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PAWN MINNESOTA, LLC,

PLAINTIFF,

vs.

TODD NELSON AND
T. NELSON PROPERTIES, LLC,

DEFENDANTS.

Court File Number: 66-CV-22-991
Judge Karle M. Anderson

**ORDER GRANTING TEMPORARY RESTRAINING ORDER**

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This matter came on for hearing before the Court on August 23, 2022 at 9:00 am, before the Honorable Karle M. Anderson of Rice County District, upon the Motion of Pawn Minnesota, LLC for a Temporary Restraining Order. Gregory M. Miller, Esq. Miller Law Office P.A., 980 Inwood Avenue North, Oakdale, Minnesota 55128, appeared on behalf of Pawn Minnesota LLC. Defendants Todd Nelson and T. Nelson Properties LLC were represented by David L. Ludescher, 515 South Water Street, P.O. Box 7, Northfield, Minnesota 55057.

Having considered parties submissions, arguments of counsel, and all the files, records and proceedings herein, the Court being fulling appraised on the premises,

IT IS HEREBY ORDERED that:

1. Plaintiff's Motion for a Temporary Restraining Order is hereby **GRANTED**.
2. Defendant shall not occupy, possess, control or otherwise access any space located on the first floor of the premises located 230 Central Avenue, Faribault, Minnesota.

Defendant shall not enter the location, limited to the first floor of the premises and alcove for garbage disposal, without the express, written permission of the Plaintiff in this case, upon order from this Court or until further order of this Court.

3. Defendant is restricted from using or accessing the alcove created for his tenants for garbage. The use of the newly created space shall be limited to tenants of the Defendant.
4. Defendant shall provide the names of any individual who has rented livable space above the first floor of the property located at 230 Central Avenue, Faribault to counsel for Plaintiff. Upon that notification, that tenant shall be allowed to access and use the alcove for garbage refuse.
5. Plaintiff shall provide a $500 cost bond only in this matter.

LET JUDGMENT BE ENTERED ACCORDINGLY.

BY THE COURT:

08/31/2022 04:11:25 PM

Dated: August 31, 2022

The Honorable Karle M. Anderson
Judge of District Court

I hereby certify that the foregoing Order constitutes the Judgment of the Court.

Aug 31 2022 4:32 PM

Aug 31 2022 4:32 PM

# Request for Council Action

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **THROUGH:** | Planning Commission<br>Tim Murray, City Administrator |
| **FROM:** | Deanna Kuennen, Community & Economic Development Director |
| **MEETING DATE:** | September 27, 2022 |
| **SUBJECT:** | Ordinance 2022-30 Rezone Property South of 20th Street NW and West of Hulett Avenue from R-4, High-Density Residential, to C-2, Highway Commercial - Second Reading |

**Background:**

On September 13, 2022, the City Council approved the first reading of Ordinance 2022-30, which rezones the property south of 20th Street NW and West of Hulett Avenue from R-4, High Density-Residential, to C-2, Highway Commercial. There have been no substantive changes to the ordinance since its first reading.

**Recommendation:**

Approve the second reading of Ordinance 2022-30.

**Attachments:**

1. Ordinance 2022-30

***CITY OF FARIBAULT***
***ORDINANCE No. 2022-30***

**REZONE PROPERTY SOUTH OF 20TH STREET NW AND WEST OF HULETT AVENUE FROM R-4, HIGH-DENSITY RESIDENTIAL, TO C-2, HIGHWAY COMMERCIAL**

***WHEREAS,*** Mike Richie (the "Applicant"), on behalf of KGN Enterprises, LLC (the "Owner"), requested approval to rezone land parcels south of 20th Street NW and west of Hulett Avenue (Rice County PID: 1825126009 and Rice County PID: 1825126010 – the "Property") from R-4, High-Density Residential to C-2, Highway Commercial; and

***WHEREAS,*** the Property is an area commonly known as the "Crossroads Development" at the southeast intersection of 20th Street NW and Lyndale Avenue North; and

***WHEREAS,*** the Crossroads Development includes shared private roads, parking, and stormwater management; and

***WHEREAS,*** Parcel 1825126010 (at 1520 17th Street NW) has an existing high-density residential use, which would be a "grandfathered" use in the proposed C-2, Highway Commercial district; and

***WHEREAS,*** an expansion of the existing residential use in the proposed C-2, Highway Commercial district would require a conditional use permit; and

***WHEREAS,*** the City's Development Review Committee reviewed the rezoning request and recommended approval of the request; and

***WHEREAS,*** the Planning Commission, on September 6, 2022, following proper notice, held a public hearing regarding the rezoning request; and

***WHEREAS,*** the Planning Commission finds that it is appropriate to rezone the subject property as requested by the Applicant based on the following written findings of the Planning Commission as required by Section 2-180 of the City's Unified Development Ordinance:

1. **Criteria: Whether the amendment is consistent with the applicable policies of the City's Land Use Plan.**

   Finding: The proposed zoning is consistent with the City's Land Use Plan, which guides the Property for "Commercial / Residential Mixed Use."

2. **Criteria: Whether the amendment is in the public interest and is not solely for the benefit of a single property owner.**

Finding: It is in the public's best interest to have all parcels in the Crossroads Development area zoned C-2, Highway Commercial. The existing high-density residential use at 1520 17th Street NW can remain as a residential use in a commercial zoning district. However, rezoning the existing residential parcel would allow the existing residential use to exist on a smaller lot, providing flexibility to add property to the undeveloped parcel to the north. The undeveloped parcel would have the option to develop as a commercial property or a residential property with the issuance of a conditional use permit. It is in the community's best interest to facilitate the development of the remaining undeveloped property in this area.

3. **Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning classification, where the amendment is to change the zoning classification of a particular property.**

   Finding: The existing uses in the Crossroads Development area are primarily commercial uses. Therefore, rezoning the existing R-4 parcels to C-2 will be compatible with the existing uses and zoning in the area.

4. **Criteria: Whether there are reasonable uses of the property in question permitted under the existing zoning classification, where the amendment is to change the zoning classification of a particular property.**

   Finding: Rezoning the Property from R-4 to C-2 allows additional flexibility to develop compatible uses in the area. The C-2 zoning district allows commercial uses outright and residential uses through the conditional use permit process.

5. **Criteria: Whether there has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification, where the amendment is to change the zoning classification of a particular property.**

   Finding: The existing R-4 zoning limits the Property's density and development possibilities. The proposed C-2 zoning responds to market demands and allows flexibility for future commercial and residential uses.

***WHEREAS,*** the City Council held a public meeting on September 13, 2022, to consider approval of the first reading of Ordinance 2022-30; and

***WHEREAS,*** the City Council also held a public meeting on September 27, 2022, to consider approval of the second reading of Ordinance 2022-30; and

***WHEREAS,*** based on the City Staff report, the results of the public hearing, and the written findings of the Planning Commission, the City Council of the City of Faribault concurs with the written findings of the Planning Commission and makes the identical findings.

**NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:**

**Section 1: Findings and Incorporation of Recitals and Exhibits.** Where applicable, the recitals and exhibits incorporated in this ordinance constitute the written findings of the City Council.

**Section 2: Rezoning.** The City Council hereby rezones the Property graphically depicted in Exhibit A from R-4, High-Density Residential, to C-2, Highway Commercial.

**Section 3: Official Zoning Map.** The City does not need to republish the City's official zoning map to show the rezoning. However, the City Planner shall show the rezoning on the official zoning map on file with the City.

**Section 4: Authorization to take Additional Steps.** The City Council authorizes and directs the Mayor, City Staff, and City Consultants to take any additional steps and actions necessary and convenient to accomplish the intent of this ordinance.

**Section 5: Effective Date.** This ordinance is effective immediately upon its passage and publication per the City Charter.

| | |
|---|---|
| Public Hearing: | September 6, 2022 |
| First Reading: | September 13, 2022 |
| Second Reading: | September 27, 2022 |
| Published: | October 4, 2022 |

**Faribault City Council**

_____

**Kevin F. Voracek, Mayor**

**ATTEST:**

_____

**Timothy C. Murray, City Administrator**

# EXHIBIT A

## Map Showing the Proposed Rezoning

# Request for Council Action

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **THROUGH:** | Tim Murray, City Administrator |
| **FROM:** | Deanna Kuennen, Community & Economic Development Director |
| **MEETING DATE:** | September 27, 2022 |
| **SUBJECT:** | Approve the Summary Publication of Ordinance 2022-30 |

---

**Background:**

Ordinance 2022-30 will take effect on the date of its publication in the official newspaper of the City of Faribault. Instead of publishing the full ordinance, the Faribault City Charter allows the City Council (with five or more affirmative votes) to approve a summary publication of the ordinance that informs the public of the intent and effect of the ordinance. Refer to the attached summary publication of Ordinance 2022-30.

**Recommendation:**

Approve the summary publication of Ordinance 2022-30.

**Attachments:**

1. Ordinance 2022-30 Summary Publication

# Summary Publication

## *CITY OF FARIBAULT*
## *ORDINANCE No. 2022-30*

### REZONE PROPERTY SOUTH OF 20TH STREET NW AND WEST OF HULETT AVENUE FROM R-4, HIGH-DENSITY RESIDENTIAL, TO C-2, HIGHWAY COMMERCIAL

On September 27, 2022, the Faribault City Council approved Ordinance 2022-30, which rezones property south of 20th Street NW and West of Hulett Avenue from R-4, High-Density Residential, to C-2, Highway Commercial. A complete copy of the ordinance and a map of the subject property is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

| | |
|---|---|
| Public Hearing: | September 6, 2022 |
| First Reading: | September 13, 2022 |
| Second Reading: | September 27, 2022 |
| Publication: | October 4, 2022 |

# Request for Council Action

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **THROUGH:** | Planning Commission<br>Tim Murray, City Administrator |
| **FROM:** | Deanna Kuennen, Community & Economic Development Director |
| **MEETING DATE:** | September 27, 2022 |
| **SUBJECT:** | Ordinance 2022-28 Rezone Property in the FARIBAULT APARTMENTS Plat to R-4, High-Density Residential, and PUD Overlay District #2022-28 - Second Reading |

**Background:**

On August 23, 2022, the City Council approved the first reading of Ordinance 2022-28, which rezones the property in the FARIBAULT APARTMENTS plat to R-4, High-Density Residential, and PUD Overlay Zoning District #2022-28. The subject property is at the southwest corner of 17th Street SW and Willow Street/CSAH 45. There have been no substantive changes to the ordinance since its first reading.

**Recommendation:**

Approve the second reading of Ordinance 2022-28.

**Attachments:**

1. Ordinance 2022-28

—

_____

*(Above Space Reserved for Recording)*

*State of Minnesota*
*County of Rice*

***CITY OF FARIBAULT***
***ORDINANCE No. 2022-28***

**REZONE PROPERTY IN THE FARIBAULT APARTMENTS PLAT TO R-4, HIGH-DENSITY RESIDENTIAL, AND PUD OVERLAY ZONING DISTRICT #2022-28**

***WHEREAS,*** Faribault Apartments, LLC (the "Applicant" or the "Developer"), in consultation with the City of Faribault (the current fee owner of a parcel of land at the southwest corner of 17th Street SW and Albers Avenue/CSAH 45), requested approval to rezone the said parcel from TUD, Transitional Urban Development, to R-4, High-Density Residential, and Planned Unit Development (PUD) Overlay Zoning District #2022-28; and

***WHEREAS,*** the Applicant intends to plat the parcel described in the first recital as FARIBAULT APARTMENTS (the "Property," legally described in Exhibit A) as approved by City Council Resolution 2022-184; and

***WHEREAS,*** the proposed rezoning is intended to facilitate the construction of three apartment buildings with coordinated building design, parking, circulation, signage, stormwater management, and other site features that contribute to an integrated development and benefit the community; and

***WHEREAS,*** City Staff reviewed the application and made a report to the Planning Commission; and

***WHEREAS,*** the Planning Commission, on August 1, 2022, following proper notice, held a public hearing regarding the Applicant's requests; and

***WHEREAS,*** public comments included, but were not limited to, the following:

1. The proposed rezoning would exasperate an already dangerous traffic situation in the area;

2. The Property is better suited for low-density residential development like the existing development on the east side of Albers Avenue/CSAH 45; and

3. The Property should be open space, expanded park space, or parking for the existing park to the west of the Property.

***WHEREAS,*** following the public hearing, the Planning Commission continued its meeting to a future date to allow further review of the proposed development's impact on traffic in the area; and

***WHEREAS,*** the Planning Commission resumed its meeting on August 15, 2022. After further review of the traffic situation, the Commission recommended that the City Council deny the Applicant's rezoning request based on the Commission's written finding that the proposed rezoning is not consistent with applicable policies of the City's Land Use Plan. More specifically, the Planning Commission found that the proposed rezoning would exasperate a dangerous traffic situation and negatively affect the existing low-density residential development east of Albers Avenue/CSAH 45; and

***WHEREAS,*** the City Council, at its meeting on August 23, 2022, after considering the public hearing comments, the Planning Commission's recommendation, and the reports and testimony from Staff and the Applicant, determined that the Applicant's rezoning request is appropriate based on the following findings as required by Section 2-180 of the City's Unified Development Ordinance:

1. **Criteria: Whether the amendment is consistent with the applicable policies of the City's Land Use Plan.**

   Finding: The City's Journey to 2040 Comprehensive Plan guides the Property for planned residential neighborhood use. The proposed R-4, High-Density Residential, and PUD Overlay Zoning District #2022-

28, allow residential uses consistent with the City's Land Use Plan. The Property is at the intersection of two collector roads, where it is appropriate for high-density residential uses.

2. **Criteria: Whether the amendment is in the public interest and is not solely for the benefit of a single property owner.**

   Finding: The proposed R-4, High-Density Residential, and PUD Overlay Zoning District #2022-28 benefit the public by providing a planned and appropriate area for high-density residential that strengthens Faribault's housing stock. The City proactively marketed the Property for future housing, including high-density, multi-family residential uses to address the City's housing needs.

3. **Criteria: Whether the existing uses of property and the zoning classification of property within the general area of the property in question are compatible with the proposed zoning classification, where the amendment is to change the zoning classification of a particular property.**

   Finding: The Property is in the TUD, Transitional Urban Development district, which is a holding district that allows limited uses until the Property is ready to be rezoned and developed. The City's Journey to 2040 Comprehensive Plan guides the undeveloped Property for "Planned Residential Neighborhood," which can include high-density residential uses. The existing collector roads that serve the Property can accommodate the proposed residential use. Albers Avenue/CSAH 45 would adequately separate the proposed high-density residential development from the low-density development to the east.

4. **Criteria: Whether there are reasonable uses of the property in question permitted under the existing zoning classification, where the amendment is to change the zoning classification of a particular property.**

   Finding: The existing TUD, Transitional Urban Development district, serves as a holding district until the Property is ready to be developed or rezoned. The City's Journey to 2040 Comprehensive Plan guides the Property for "Planned Residential Neighborhood" - it does not envision leaving the Property undeveloped. The proposed high-

density residential use would be a reasonable use of the Property, given its location at the intersection of two collector roads.

5. **Criteria: Whether there has been a change in the character or trend of development in the general area of the property in question, which has taken place since such property was placed in its present zoning classification, where the amendment is to change the zoning classification of a particular property.**

   Finding: There is a strong need for additional housing in Faribault. The City marketed the Property, in part, to promote additional housing development in Faribault. The Applicant's rezoning request responds to the City's need for additional multi-family residential development.

***WHEREAS,*** the City Council also found that the establishment of PUD Overlay Zoning District #2022-28 is appropriate with the following findings outlined in Section 14-20 of the City's Unified Development Ordinance:

1. **Objective: Accommodation of the growing demand for housing of all types.**

   Finding: PUD Overlay Zoning District #2022-28 provides for the construction of market-rate apartments that will help meet the community's housing needs.

2. **Objective: Innovation in land development techniques that may be more suitable for a given parcel than traditional approaches.**

   Finding: PUD Overlay Zoning District #2022-28 provides an integrated development that allows coordinated parking, circulation, signage, and amenities, benefitting the development's residents and the community.

3. **Objective: Coordination of architectural styles and building forms in an effort to ensure compatibility with surrounding land uses.**

Finding: PUD Overlay Zoning District #2022-28 coordinates architectural styles and building forms in a manner that is compatible with the interrelated uses in the district and the surrounding neighborhood.

***WHEREAS,*** the Planning Commission recommended denial of PUD Overlay Zoning District #2022-28 based on the Commission's written finding that the proposed development schedule does not ensure a logical development of the site and that it does not protect the development's residents and the public. More specifically, the Planning Commission found that the proposed PUD Overlay Zoning District was premature in that no detailed plans have been prepared or implemented to address existing and anticipated traffic concerns in the area; and

***WHEREAS,*** the City Council, at its meeting on August 23, 2022, after considering the public hearing comments, the Planning Commission's recommendation, and the reports and testimony from Staff and the Applicant, determined that the Applicant's Development Plan for PUD Overlay Zoning District #2022-28 is appropriate based on the following findings as required by Section 2-180 of the City's Unified Development Ordinance:

**Finding 1: Adequate property control is established and provided to protect the individual owner's rights and property values and to define legal responsibilities for maintenance and upkeep.**

Expanded Finding 1: The Applicant intends to maintain control of the Property, including maintenance and upkeep.

**Finding 2: The interior circulation plan and access from and onto public right-of-way does not create congestion or dangers and is adequate for the safety of the project residents and general public.**

Expanded Finding 2: The Applicant's traffic consultant prepared a professional traffic study that concludes the proposed high-density residential development would not cause traffic in the area to function below traffic industry standards. The City Engineer and the County Engineer do not object to the study's key findings. However, the City Engineer and the County Engineer have agreed to cooperate on a future traffic study that considers the effect of potential future development in the City's staged growth area around the CSAH 45 corridor (beyond the

proposed high-density residential development). The City Engineer and County Engineer, in coordination with the proposed high-density residential development, also agreed to consider pedestrian crossing improvements on 17th Street SW and Willow Street.

**Finding 3: A sufficient amount of useable open space is provided.**

Expanded Finding 3: The Development Plan provides adequate open space with a pet area and playground.

**Finding 4: The arrangement of buildings, structures, and accessory uses does not unreasonably disturb the privacy of surrounding property owners or reduce the value of adjacent properties.**

Expanded Finding 4: The proposed apartment buildings face north and south. The Property is separated from the adjacent low-density residential neighborhood to the east by a 100-foot right-of-way and a proposed landscape buffer, which provides adequate separation between the proposed and existing developments.

**Finding 5: The architectural design of the project is compatible with the surrounding area.**

Expanded Finding 5: The architectural design related to the Development Plan is consistent with the City's Unified Development Ordinance and compatible with the surrounding uses. The proposed apartment building height would not exceed three stories and would provide a landscape buffer at the periphery of the development.

**Finding 6: The project will not place a burden on existing municipal infrastructure, including utility and drainage systems.**

Expanded Finding 6: The proposed development would not significantly affect public infrastructure. The proposed development's stormwater management system would comply with all applicable regulations. Adequate municipal sewer and water services are available to serve the Property.

**Finding 7: The development schedule ensures a logical development of the site, protecting the interests of project residents and the general public.**

Expanded Finding 7: The Applicant proposes constructing the north building during Phase 1 of the development. The Applicant proposes developing the central and south buildings in subsequent phases based on the community's housing demand.

**Finding 8: The planned unit development is in reasonable compliance with the intent and purpose of the Land Use Plan.**

Expanded Finding 8: The City's Land Use Plan guides the Property for "Planned Residential Neighborhood," which may include high-density residential uses. There is a strong demand for housing, including market-rate apartments, in Faribault. Because the Property is at the intersection of two collector roads, the proposed high-density residential development is appropriate; and

***WHEREAS,*** the City Council conducted the first reading of this ordinance on August 23, 2022, and the second reading of this ordinance on September 27, 2022.

**NOW, THEREFORE, THE CITY OF FARIBAULT ORDAINS:**

**Section 1. Findings and incorporation of recitals and exhibits.** Where applicable, the recitals and exhibits incorporated into this ordinance constitute the written findings of the City Council, all of which protect the public's health, safety, and welfare.

**Section 2. Rezoning the Property to R-4, High-Density Residential, and PUD Overlay Zoning District #2022-28.** The Property legally described in Exhibit A is rezoned to R-4, High-Density Residential, and PUD Overlay Zoning District #2022-28, which provides as follows:

**PUD Overlay Zoning District #2022-28**

**A. Intent.** The intent of the PUD Overlay Zoning District #2022-28 is as follows:

1. Facilitate the development of multi-family housing that helps address the community's needs for housing.

2. Integrate the development's housing and open space to strengthen the relationship between the proposed apartment buildings and contribute to a strong neighborhood.

3. Coordinate parking, circulation, stormwater management, signage, architecture, open space/recreation, and other related features in the district.

4. Provide for the efficient provision of public utilities and services.

5. Facilitate the development of a vacant and underutilized parcel at the intersection of two collector roads suitable for multi-family development.

**B. Underlying District.** The R-4, High-Density Residential Zoning District, underlies the PUD Overlay Zoning District #2022-28 as approved by this ordinance.

**C. Permitted Uses.** The following shall be permitted uses in the PUD Overlay Zoning District #2022-28:

1. All uses permitted in the underlying R-4, High-Density Residential Zoning District; and

2. Other uses, which this ordinance does not specifically list, but for which the City's Development Review Committee has determined that the uses are consistent with the intent of the permitted uses in the PUD Overlay Zoning District #2022-28.

**D. Conditional Uses.** The following shall be conditional uses in the PUD Overlay Zoning District #2022-28:

1. All conditional uses in the R-4, High-Density Residential Zoning District; and

2. Other uses, which this ordinance does not specifically list, but for which the City's Development Review Committee has determined that the uses are consistent with the intent of

conditional uses in the PUD Overlay Zoning District #2022-28.

**E. Accessory Uses and Standards.** Accessory uses in the PUD Overlay Zoning District #2022-28 must be consistent with the accessory uses and standards specified in the City's Unified Development Ordinance for the underlying R-4, High-Density Residential District. The City's Development Review Committee may waive certain accessory uses and standards if the Committee finds that the proposed accessory uses are consistent with the intent of the PUD Overlay Zoning District #2022-28.

**F. Setback Requirements for Principal Buildings.** Setbacks for principal buildings from the periphery lot lines must be consistent with the setbacks requirements of the underlying R-4, High-Density Residential Zoning District, unless approved otherwise by the City Council through the City's variance process.

**G. Principal Building Height.** The height of principal buildings in PUD Overlay Zoning District #2022-28 shall be consistent with the height requirements of principal buildings in the underlying R-4, High-Density Residential Zoning District.

**H. Density.** The density of housing in PUD Overlay Zoning District #2022-28 must be consistent with the City's Unified Development Ordinance related to the underlying R-4, High-Density Residential District, and the density bonus allowed through the provisions of the PUD for the proposed playground and pet area amenities.

**I. Architecture.** The architectural design of structures in the PUD Overlay Zoning District #2022-28 must be consistent with the provisions of the City's Unified Development Ordinance. The architecture must be similar to the designs included in the Development Plan, as shown in Exhibit B of this ordinance. The architectural design of structures must be compatible with each other and the surrounding residential neighborhood as determined by the City's Development Review Committee.

**J. Access, Parking, and Circulation.** Access, parking, and circulation associated with PUD Overlay Zoning District #2022-28 must be

substantially consistent with the Development Plan shown in Exhibit B of this Resolution, except as may be modified as follows:

1. The development must provide road, trail, and sidewalk improvements internal to the site and in the adjacent right-of-way as directed by the City Engineer and/or County Engineer.

2. The development must provide sufficient onsite parking (and/or proof of parking) consistent with the parking standards outlined in the City's Unified Development Ordinance. The City's Development Review Committee may approve minor changes to the parking and circulation in the Development Plan shown in Exhibit B of this Ordinance.

3. The development must establish a shared parking and cross-access agreement, approved by the City Attorney, between the platted lots in the development.

4. Any required parking space rendered unusable by snow storage, materials, equipment, or other means, must be promptly remedied and the required parking spaces returned to a usable condition.

5. The development must provide accessible parking spaces at a ratio consistent with the Americans with Disabilities Act and the Minnesota Accessibility Code for the uses in the PUD Overlay Zoning District #2022-28.

6. Underground or covered parking is encouraged in the district. The City's Development Review Committee may approve such parking, at its discretion, through the site plan approval process outlined in the City's Unified Development Ordinance.

7. Electric vehicle charging stations are encouraged in the district. The City's Development Review Committee may approve such charging stations, at its discretion, through the site plan approval process outlined in the City's Unified Development Ordinance.

8. Pedestrian walks must be consistent with the Americans with Disabilities Act and the Minnesota Accessibility Code. The

City's Development Review Committee may require and approve pedestrian walks, at its discretion, through the site plan approval process outlined in the City's Unified Development Ordinance.

**K. Landscaping and Screening.** At a minimum, landscaping and screening in the PUD Overlay Zoning District #2022-28 must be consistent with the applicable standards of the City's Unified Development Ordinance. The City's Development Review Committee may require additional landscaping at its discretion to provide a sufficient landscape buffer between the development and surrounding uses.

**L. Open Space**. The PUD Overlay Zoning District #2022-28 must provide open space substantially similar to that shown in the Development Plan included in Exhibit B.

**M. Lighting.** Exterior lighting in PUD Overlay Zoning District #2022-28 must be consistent with the City's Unified Development Ordinance and must require site plan approval by the City's Development Review Committee.

**N. Signs.** PUD Overlay Zoning District #2022-28 must have a Comprehensive Sign Plan, which ensures coordinated and compatible signage for all uses in the district, as follows:

1. The Comprehensive Sign Plan must be approved by the City Planner or other Authorized Agent of the City.

2. All signs must be substantially consistent with the general sign provisions specified in Chapter 9, Article 1, and Section 9-120 Residential Districts of the City's Unified Development Ordinance.

3. The City Planner or other Authorized Agent of the City will have the authority to waive specific sign requirements specified in Chapter 9 of the City's Unified Development Ordinance (especially as they relate to directional signage and parking signage), provided that the waiver furthers the intent of the PUD Overlay Zoning District #2022-28 and is in the best interest of the community.

4. Signage identifying the building addresses must be approved by the Faribault Fire Chief.

5. No signage will be allowed in an easement without an appropriate Agreement between the Developer and the City.

**O. Phasing.** The Developer may phase the development per the provisions of the City's Unified Development Ordinance and as follows:

1. The Developer must enter into a Development Agreement with the City that specifies the terms and conditions of the development's phasing.

2. The Developer intends to install the site infrastructure and construct the north building in 2022-2023. Development related to the central and south buildings may occur as market conditions permit. Unless waived by the City's Development Review Committee, the Developer must construct the playground and pet area before the City will issue a certificate of occupancy for the second building.

3. The Developer must provide complete perimeter landscaping adjacent to Albers Avenue/CSAH 45 before the City will issue a certificate of occupancy for the north building in the development.

4. If significant delays in the development of PUD Overlay Zoning District #2022-28 occur, the City's Development Review Committee may require that the Developer amend the PUD through appropriate means to address applicable conditions and regulations.

**P. Other Required Standards.** Development in PUD Overlay Zoning District #2022-28 must be consistent with all applicable standards of the City's Unified Development Ordinance, except as may be modified by this ordinance, the conditions of approval related to the Development Plan, and any other current or subsequent City approvals.

**Q. Conformance with the Approved Development Plan for PUD Overlay Zoning District #2022-28.** Development in PUD Overlay Zoning District #2022-28 must conform with the approved

Development Plan shown in Exhibit B or as amended per the City's Unified Development Ordinance. However, at the discretion of the City's Development Review Committee or other Authorized Agent of the City, development can deviate from the approved Development Plan if the deviation is consistent with the intent of PUD Overlay Zoning District #2022-28. If required by the City's Development Review Committee, deviation from the approved Development Plan requires an amendment to this ordinance.

**R. Development Agreement.** Before any significant development (as determined by the City's Development Review Committee) can occur in PUD Overlay District #2022-28, the Developer and City must enter into a Development Agreement and any other applicable agreements that specify the terms and conditions of future development on the Property.

**Section 3. Approval of the Development Plan for PUD Overlay Zoning District #2022-28.** The Development Plan for PUD Overlay Zoning District #2022-28 as shown in Exhibit B, is hereby approved as follows:

1. Approval of the Development Plan authorizes the Developer to proceed with requesting Site Plan approval from the City's Development Review Committee for the proposed development.

2. The Development Review Committee, at its discretion, may allow deviations and refinements to the Development Plan shown in Exhibit B provided the deviations and refinements further the intent of this ordinance.

3. The City's Development Review Committee may attach appropriate conditions to any Site Plan approval related to the work shown in the approved Development Plan.

**Section 4. Authorization to Execute Agreements.** The Mayor and City Administrator are authorized and directed to execute and deliver any required additional agreements, certificates, or other documents the City Attorney determines necessary to implement this ordinance.

**Section 5. Authorization to take Additional Steps.** City Staff, City Consultants, and the City Attorney are authorized and directed to take any

additional steps and actions necessary or convenient to accomplish the intent of this ordinance.

**Section 6. Effective Date.** This ordinance shall be effective immediately upon its passage and publication according to the Faribault City Charter and the successful recording of the FARIBAULT APARTMENTS plat and related documents with Rice County. If the Developer does not record the plat and related documents within one year of the City Council's approval of this ordinance, the ordinance shall automatically be null and void

Public Hearing: August 1, 2022

First Reading: August 23, 2022

Second Reading: September 27, 2022

Published: October 4, 2022

**Faribault City Council**

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**Kevin F. Voracek, Mayor**

**ATTEST:**

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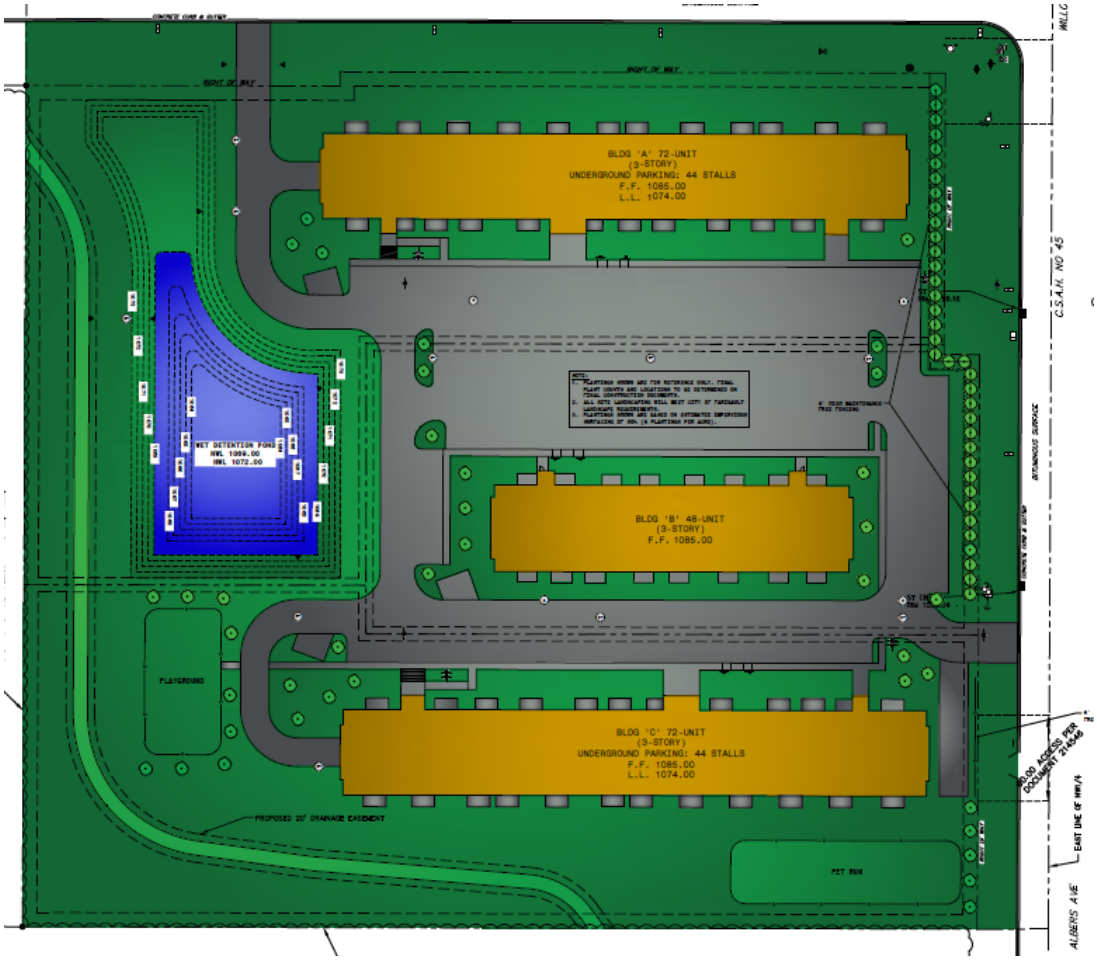
**Timothy C. Murray, City Administrator**

# EXHIBIT A: LEGAL DESCRIPTION OF PROPERTY IN PUD OVERLAY ZONING DISTRICT #2022-28

Lots 1-3, Block 1, FARIBAULT APARTMENTS

# EXHIBIT B: PERTINENT EXCERPTS OF THE DEVELOPMENT PLAN FOR PUD OVERLAY ZONING DISTRICT #2022-28




General Site Layout

General Building Design and Materials

# Request for Council Action

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **THROUGH:** | Tim Murray, City Administrator |
| **FROM:** | Deanna Kuennen, Community & Economic Development Director |
| **MEETING DATE:** | September 27, 2022 |
| **SUBJECT:** | Approve the Summary Publication of Ordinance 2022-28 |

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**Background:**

Ordinance 2022-28 will take effect on the date of its publication in the official newspaper of the City of Faribault. Instead of publishing the full ordinance, the Faribault City Charter allows the City Council (with five or more affirmative votes) to approve a summary publication of the ordinance that informs the public of the intent and effect of the ordinance. Refer to the attached summary publication of Ordinance 2022-28.

**Recommendation:**

Approve the summary publication of Ordinance 2022-28.

**Attachments:**

1. Ordinance 2022-28 Summary Publication

# Summary Publication

## *CITY OF FARIBAULT*
## *ORDINANCE No. 2022-28*

### REZONE PROPERTY IN THE FARIBAULT APARTMENTS PLAT TO R-4, HIGH-DENSITY RESIDENTIAL, AND PUD OVERLAY ZONING DISTRICT

On September 27, 2022, the Faribault City Council approved Ordinance 2022-28, which rezones property in the FARIBAULT APARTMENTS plat to R-4, High-Density Residential, and PUD Overlay Zoning District #2022-28. The subject property is at the southwest corner of 17th Street SW and Willow Street/CSAH 45. The subject property is planned to accommodate the development of three multi-family residential apartments. A complete copy of the ordinance and a map of the subject property is available for public review during regular business hours at City Hall, 208 NW 1st Avenue, Faribault, Minnesota.

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|---|---|
| Public Hearing: | August 1, 2022 |
| First Reading: | August 23, 2022 |
| Second Reading: | September 27, 2022 |
| Publication: | October 4, 2022 |

# Request for Council Action

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **THROUGH:** | Planning Commission<br>Tim Murray, City Administrator |
| **FROM:** | Deanna Kuennen, Community & Economic Development Director |
| **MEETING DATE:** | September 27, 2022 |
| **SUBJECT:** | Resolution 2022-209 Approving a Variance from the Required Setbacks from Property Lines for the Outdoor Storage Area Proposed for Malecha Auto Body Shop at 2005 2nd Avenue NW also known as 190 20th Street NW |

**Background:**

William Malecha, property owner, is seeking approval of setback variances for the outside storage area in the northeast corner of his site at 2005 2nd Avenue NW (also known as 190 20th Street NW). The City Council recently approved conditional use permits for major auto repair and shoreland district development, preliminary and final plat approval for MAB Addition and approved the vacation of and easement that crossed the development area on site. Since the time of the prior approvals, they have determined that the eastern treeline adjoining their site encroaches further into the property than they had thought.

The proposed setback variances for the storage area will shift the gravel lot surface to the west to better avoid clearing the natural tree line on the east side of the site. Along the east side of the lot, the fence will also be shifted west to avoid the trees as well. The City is planning a trail on adjoining property to the east and the variance will allow the applicants to better preserve this natural growth of trees and better screen their storage area from the trail.

The Development Review Committee reviewed this application at its meeting of August 23, 2022. The committee supported the variance application as the best means of reducing land disturbance and avoid clearing natural vegetation in the shoreland protection area for the Cannon River.

The Planning Commission, after proper notice, held a public hearing regarding this application at its regular meeting of September 19, 2022. The City did not receive any public comments prior to the hearing. A neighboring property owner was in attendance at the hearing. He inquired about how the application would affect the fence placement along the common lot line separating their properties. City staff addressed this question, indicating that the fence line would not change with this variance application. The developers planned to place the fence on the lot line with the grassy setback area inside the fenced area. The grassy area will be reduced to five feet (instead of ten feet) if the variance is approved. The Planning Commission by a 4-0 vote approved findings in support of the application and recommend that the CityCouncil approve the variance as requested.

**Recommendation:**

Approve Resolution 2022-209 Approving the requested setback variance for the outside storage lot for Malecha Auto Body at 2005 2nd Avenue NW

**Attachments:**

1. Resolution 2022-209 Approving a Setback Variance - Malecha Auto Body Storage Area
2. Staff Report Memo re. Variance Application for Malecha Auto Body - 2005 2nd Ave NW
3. Variance Application Maps and Plans

*State of Minnesota*
*County of Rice*

# *CITY OF FARIBAULT*

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## RESOLUTION #2022-209

### APPROVING A VARIANCE FROM THE REQUIRED SETBACKS FROM PROPERTY LINES FOR THE OUTDOOR STORAGE AREA PROPOSED FOR MALECHA AUTO BODY SHOP AT 2005 2ND AVENUE NW ALSO KNOWN AS 190 20TH STREET NW

***WHEREAS,*** William Malecha Chief Manager of Malecha Properties LLC has requested a variance from the Unified Development Ordinances to permit the placement of the gravel surface area of the outside storage lot of their Auto Body Shop business, at setback of five (5) feet where ten (10) feet is required from a residential use. The site is addressed as 2005 2nd Avenue NW (also known as 190 20th Street NW) and is legally described on Exhibit A; and

***WHEREAS***, the subject property is in C-2 Highway Commercial District and Shoreland Protection Overlay District; and

***WHEREAS,*** on August 26, 2022, the City adopted Resolution 2022-158 approving a Conditional Use Permit for a major auto repair use in the C-2 Highway Commercial District for Malecha Auto Body; and

***WHEREAS,*** on August 26, 2022, the City adopted Resolution 2022-159 approving a Conditional Use Permit for development of the site in the Shoreland Overlay District for Malecha Auto Body; and

***WHEREAS,*** the City's Unified Development Ordinance (UDO) Sec. 11-100 requires properties in the C-2 District to maintain a setback of ten (10) feet from residential uses; and

***WHEREAS,*** City Staff has completed a review of the Applicant's variance application and presented a report and recommendation on the variance

request to the Planning Commission; and

***WHEREAS,*** the Planning Commission, on the 19th day of September, 2022, following proper notice, held a public hearing regarding the Applicant's variance application; and

***WHEREAS,*** following the public hearing, the Planning Commission recommended that the City Council approve the requested variance based on the following findings as required by Section 2-460 of the City of Faribault, Unified Development Ordinance:

1. **The variance is in harmony with the general purposes and intent of the City's ordinances.** The Subject property is being built in a manner that minimizes the impact on the shoreland area following the overall intent of the ordinances.

2. **The variance is consistent with the Comprehensive Plan.** The Journey to 2040 Comprehensive Plan guides the subject property for residential/commercial mixed use. This variance is consistent with the plan goal of promoting business and protecting the natural environment.

3. **The applicant proposes to use the property in a reasonable manner not permitted by the City's ordinances.** The placement of the gravel surface of the storage area five (5) feet from the west lot line allows greater preservation of a naturally existing tree line and is sensitive to the site's location in the shoreland area. For these reasons, the requested variance is reasonable.

4. **Unique circumstances apply to the property which do not apply generally to other properties in the same zone or vicinity and result from lot size or shape, topography or other circumstances over which the owner of the property has not had control.** The subject property is benefited by a natural tree line and proximity to the Cannon River making the site unique.

5. **The variance does not alter the essential character of the neighborhood.** The storage area will be screened so as not to stand out in this residential / commercial use area and does not alter the neighborhood's character.

6. **The variance requested is the minimum variance which would alleviate the practical difficulties.** The owner's effort to keep the site

improvement as far from the river as possible created a practical difficulty in siting the storage lot area.

7. **Economic conditions alone do not constitute practical difficulties.** The variance request is not based on economic conditions.

***WHEREAS,*** the City Council, on the 27th day of September 2022, at a public meeting considered the Applicant's variance request, reviewed City Staff's report to the Planning Commission, and considered the results of the public hearing; and

***WHEREAS,*** the City Council concurs with Planning Commission's recommendation and findings as stated in the above recitals and hereby makes the identical findings.

***NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY FARIBAULT, MINNESOTA AS FOLLOWS:***

**Section 1: Incorporation of Recitals and Exhibits.** The recitals set forth in this resolution and the exhibits attached hereto are incorporated into and made a part of this resolution.

**Section 2: Approval of the Variance.** The Faribault City Council hereby approves the requested variance for the storage lot surface setback as shown on the plan drawing attached as Exhibit B.

**Section 3: Conditions of Approval.** The variance's approval is subject to conditions listed herein as authorized under Section 2-470 of City's Unified Development Ordinance, all of which are necessary to comply with the standards established by the City's ordinances, or to reduce or minimize the effect of such variance upon other properties in the area and to better carry out the intent of the variance. The conditions of the variance approval are as follows:

1. The Owner’s shall adhere to all requirements of City Ordinances and the conditional use permits as specified in Resolution 2022-158 and in Resolution 2022-159.

2. Outside storage of materials must be screened from view of the street and otherwise meet the development standards specified in City ordinances.

3. No additional pavement area shall be installed at the site without first received site plan approval from the City.

4. Preserve the natural trees and vegetation existing within the Shoreland District area of the site to the greatest extent possible. This will include the area along the east side of the outside storage lot and south along the entire east lot line.
5. Design the stormwater management system in a manner as approved by the City Engineer, to limit or filter automotive fluids from the parking lot and outdoor storage areas on site.

**Section 4: Effective Date.** This resolution shall become effective immediately upon its passage and without publication.

**Date Adopted:** September 27, 2022

**Faribault City Council**

_____

**Kevin F. Voracek, Mayor**

**ATTEST:**

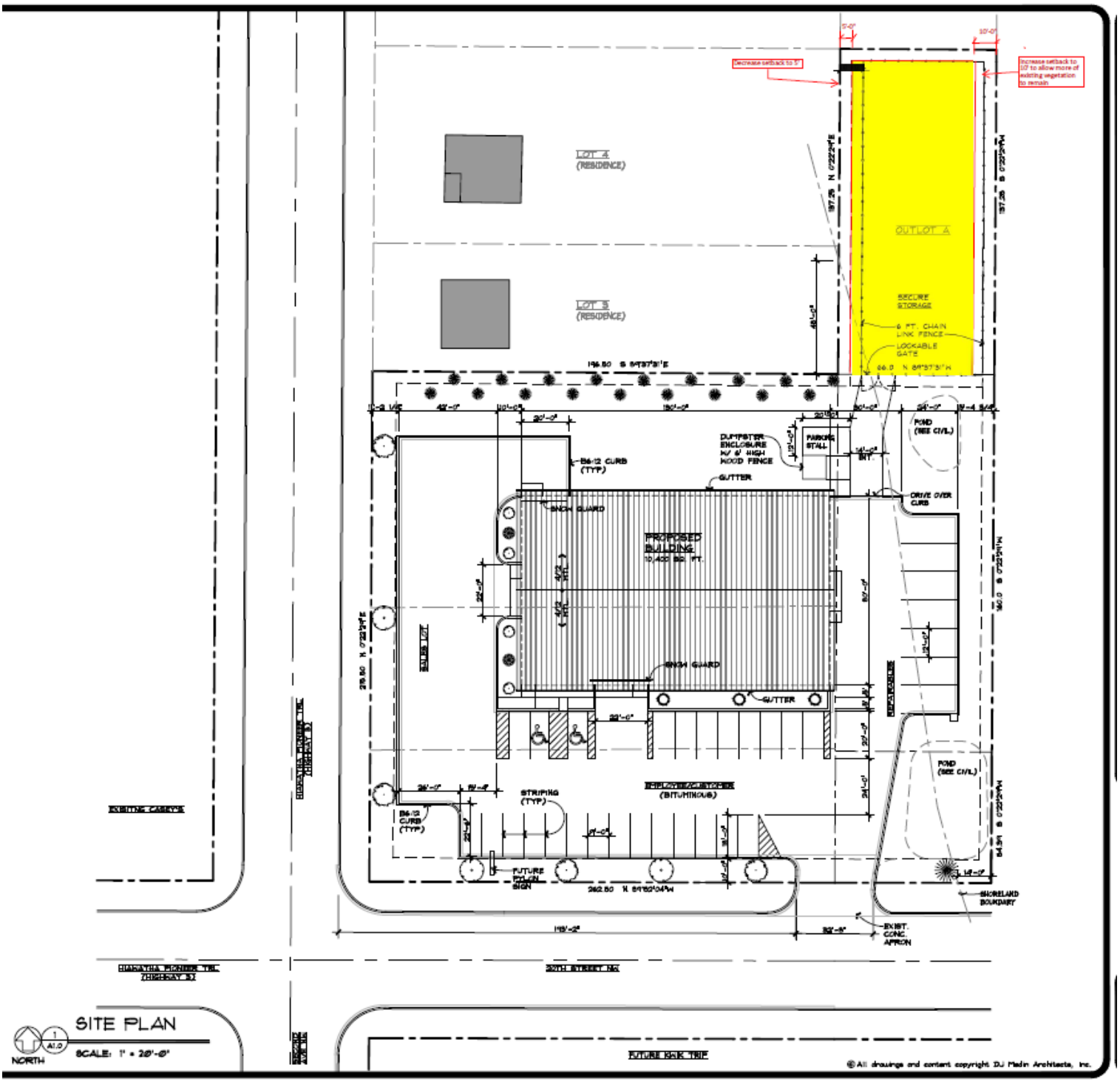
_____

**Timothy C. Murray, City Administrator**

**Exhibit A:**
Legal Description

Lot 1, Block 1, MAB Addition, City of Faribault, Rice County, Minnesota

## Exhibit B:


Decrease setback to 5'
Increase setback to 10' to allow more of existing vegetation to remain
LOT 4
(RESIDENCE)
LOT 3
(RESIDENCE)
OUTLOT A
SECURE STORAGE
6 FT. CHAIN LINK FENCE
LOCKABLE GATE
196.50 S 84°37'31"E
DUMPSTER ENCLOSURE W/ 6' HIGH WOOD FENCE
PARKING STALL
POND (SEE CIVIL)
B6.12 CURB (TYP)
GUTTER
DRIVE OVER CURB
BRUSH GUARD
PROPOSED BUILDING
10,400 SQ. FT.
BUILDING
BRUSH GUARD
GUTTER
STRIPING (TYP)
EMPLOYEE/CUSTOMER (BITUMINOUS)
B6.12 CURB (TYP)
FUTURE POLE SIGN
262.50 N 84°50'04"W
SHORELAND BOUNDARY
EXIST. CONC. APRON
HIAWATHA PIONEER TRL. HIGHWAY 53
20TH STREET NO.
SITE PLAN
SCALE: 1" = 20'-0"
NORTH
FUTURE BIKE TRIP
© All drawings and content copyright DJ Malin Architects, Inc.

# Public Hearing Staff Report

| | |
|---|---|
| **TO:** | Planning Commission |
| **FROM:** | Peter Waldock, AICP Planning Coordinator |
| **MEETING DATE:** | September 19, 2022 |
| **SUBJECT:** | Application for a Variance from the Required Setbacks from Property Lines for the Outdoor Storage Area Proposed for Malecha Auto Body Shop at 2005 2nd Avenue NW also known as 190 20th Street NW |

## BACKGROUND

The property owner and applicant, William Malecha, is seeking approval of setback variances for the outside storage area in the northeast corner of his site at 2005 2nd Avenue NW (also known as 190 20th Street NW). Last month the Planning Commission and City Council approved conditional use permits for major auto repair and shoreland district development, preliminary and final plat approval for MAB Addition and approved the vacation of and easement that crossed the development area on site. Since the time of the prior approvals, they have determined that the eastern tree line adjoining their site encroaches further into the property than they had thought.

The owner is now seeking setback variances for the storage area in order to shift the fencing and storage lot surface to the west to better avoid clearing the natural tree line on the east side of the site. The City is planning a trail on adjoining property to the east and the variance will allow the applicants to better preserve this natural growth of trees and better screen their storage area from the trail.

The property fronts on Minnesota Highway 3 on the west, and 20th Street NW on the south that is now a fully improved City Street. A commercial driveway access from 20th Street was installed as the only access for the site.

Surrounding uses include the new Kwik Trip store approved on the lot to the south. There is a residence, and light industrial uses to the east. Those areas are also zoned in the C-2 District. To west across Hwy 3 is Casey's convenience store and gas station, and a small commercial retail use in the building at the southwest corner of Hwy 3 and 2nd Avenue NW.

**PROJECT SUMMARY**

The property owner / applicant proposes to construct a 10,400 SF building on this site for use as an auto body repair business & car sales lot. The building will have nine (9) repair bays, paint booth, wash bay, offices, storage, and mechanical area. Associated with this development proposal, he has submitted applications for vacation of a public drainage and utility easement, preliminary and final plat approval and Conditional Use Permit (CUP) for major auto repair in a commercial district and a CUP for Development in the Shoreland Overlay District.

Site improvements will provide for car sales lot, secured storage for vehicles in queue for repair (located in the northeast corner of the lot), and thirty-five (35) parking spaces for employees and customers. Two (2) parking spaces are reserved as accessible parking spaces. All drives and parking areas will have bituminous paving with perimeter concrete curb.

The secured storage lot will have a gravel surface with 6' tall chain link fencing including privacy slats. Building exterior finishes will be a mix of masonry veneer (Novabrik) and stucco-look metal on the south and west facades. The north and east facades will have ribbed metal panels that have a low (less pronounced) ribbed surface.

Proposed signage will be building mounted on the west façade. The plan also shows a location for a freestanding sign, but none is proposed at this time. Exterior lighting will be building mounted with cut-offs shading/redirecting light away from the adjacent residential use. Access is planned on 20th Street NW only.

The approved subdivision, replats the south portion of Outlot A of 218 Addition, and Outlot A of Kuntze Addition and Lot 1, Block 1 of Kuntze Addition in order to combine them into one lot. The site (once all of the parcels are combined) has a total area of 65,421 SF.

The City approved the vacation of a perimeter drainage and utility easement that was platted on east line of Lot 1, of the Kuntze Addition.

**Discussion / Review:**

- Comprehensive Plan. The comprehensive plan guides the site for

Residential/Commercial Mixed Use. The proposed use is consistent with the plan for this area and compatible with adjoining commercial uses to the west and south.

The proposal is consistent with Comprehensive Plan.

- Zoning District. The site is zoned C-2 Highway Commercial District. The uses proposed in case are permitted with a CUP approval for major auto repair within this district. Additionally, parts of the lot fall in the revised Shoreland Overlay District map area, which requires a CUP for development.

- Shoreland Overlay District. In recent discussions with Mn DNR it was determined that the mapped shoreland district boundary in this area was incorrect and needed to be revised. The revised map includes the east portion of the subject in the Shoreland District.

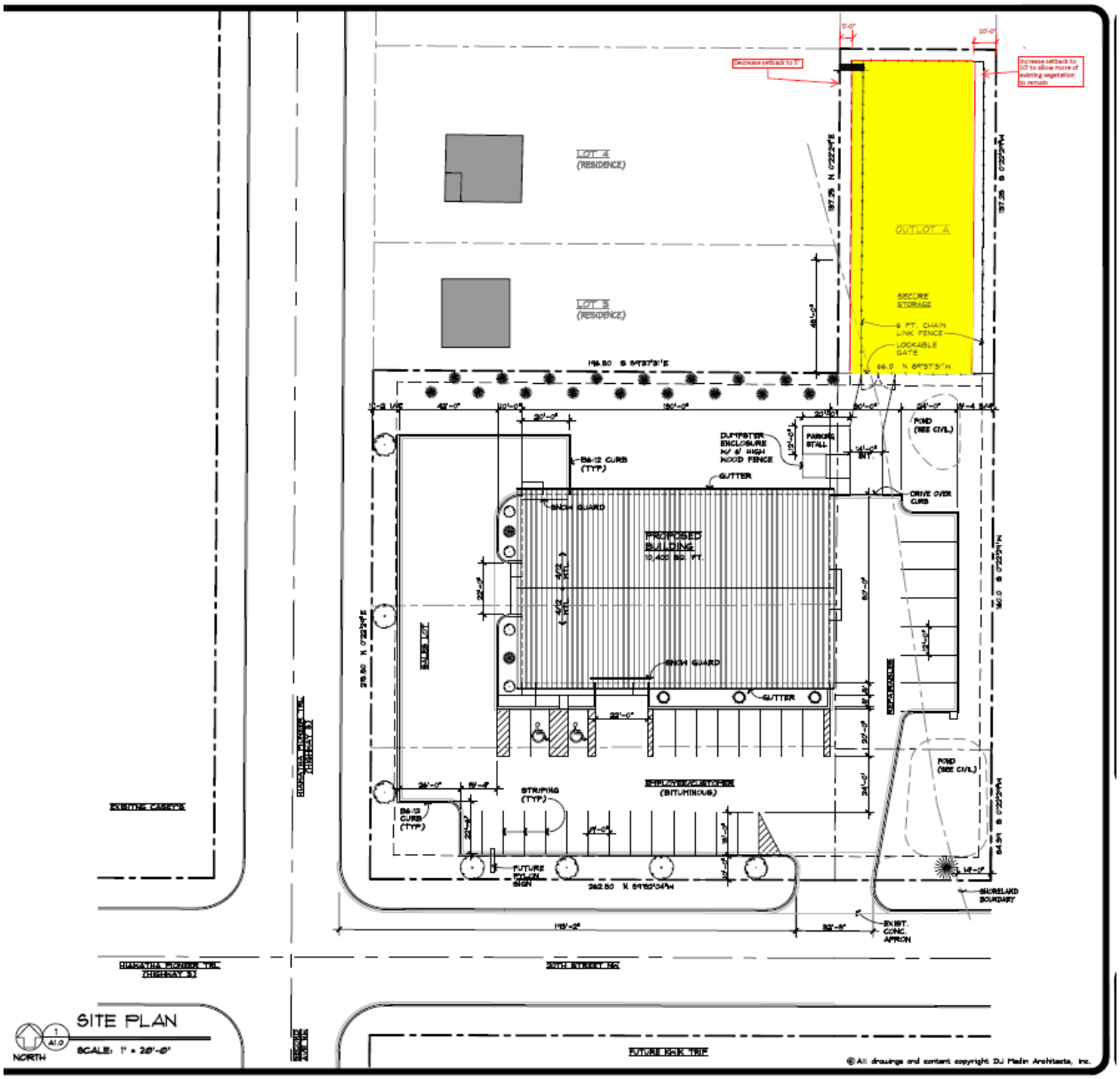
  The MnDNR has reviewed this application and recommends installation of a water quality protection features at the intake of the stormwater ponds, or at the intake of the storm sewer line. They have found that uses like this will likely have automotive fluids/oils on the parking area that can wash into the storm system during a large rain event, in this case very close to the river and be directly discharged. Along with removing oils this device can remove trash as well, which I would assume will accumulate given the state of the vehicles when they enter this type of shop.

- Impervious Surface Calculations. The site (counting all three of the current lots) has a total area of 65,421 square feet (~1.5 acres). Approximately 43,217 square feet of that is covered in impervious surfaces, or 66%. Within the Shoreland Overlay District, which covers 23,027 square feet of the lot, 13,619 square feet is covered in impervious surfaces or 59%. For site area within the Shoreland Overlay District, a maximum of seventy (70) percent impervious surface coverage is permitted for commercial sites if compliant with the Surface Water Management Plan, or with approval from the City Engineer.

  The proposed development is within the allowed limits for impervious surface coverage in the Shoreland District.

- Variance Proposal. The owners have determined that the eastern tree line adjoining their site encroaches further into the property than they thought. They are now seeking setback variances for the storage area in order to shift the fencing and storage lot surface to the west to better avoid clearing the natural tree line on the east side of the site. The City is planning a trail on adjoining property to the east and the variance will allow the applicants to better preserve this natural growth of trees and better screen their storage area from the trail.

  The UDO requires a setback of five feet from the east property line and a ten-foot setback from residential uses on the west line. The owners are proposing to shift the surface five feet west to avoid the tree line. This will result in a five-foot setback on the west line where ten feet is needed and a ten-foot setback on the east where five feet is needed. The hard surface area does not increase with plan.




- Setbacks. The building and parking lot meet or exceed minimum setback requirements as noted on the plans. Parking lot exceeds setback minimums in front along 2nd Ave. NW and in the rear (east lot line).

**Table 11-2. Lot dimension and setback requirements in the commercial districts.**

| District | C-1 | C-2 | C-3 | CBD |
|---|---|---|---|---|
| **Minimum lot area (sq. ft.)** | 10,000 | 20,000 | 40,000 | none |
| **Minimum lot width** | 100 feet | 100 feet | 100 feet | none |
| **Building setback requirements** | | | | |
| Front | 25 feet | 25 feet | 25 feet | none |
| Side | 10 feet | 10 feet | 10 feet | none |
| Side (abutting residential district) | 15 feet | 15 feet | 15 feet | 10 feet |
| Corner side | 25 feet | 25 feet | 25 feet | none |
| Rear | 10 feet | 10 feet | 10 feet | 10 feet |
| Rear (abutting residential district) | 15 feet | 15 feet | 15 feet | 10 feet |
| **Setback for off-street parking and loading areas** | | | | |
| Front | 10 feet | 10 feet | 10 feet | 5 feet |
| Side | 5 feet | 5 feet | 5 feet | 5 feet |
| Side (abutting residential district) | 10 feet | 10 feet | 10 feet | 10 feet |
| Corner side | 10 feet | 10 feet | 10 feet | 10 feet |
| Rear | 5 feet | 5 feet | 5 feet | 5 feet |

| | | | | |
|---|---|---|---|---|
| Rear (abutting residential district) | 10 feet | 10 feet | 10 feet | 10 feet |
| **Setback for exterior storage areas** | | | | |
| Side | - | 5 feet | 5 feet | - |
| Side (abutting residential district) | - | 10 feet | 10 feet | - |
| Corner side | - | 25 feet | 25 feet | - |
| Rear | - | 5 feet | 5 feet | - |
| Rear (abutting residential district) | - | 10 feet | 10 feet | - |

- Landscaping. The site plan indicates an impervious surface coverage of 66% in this case. The UDO requires ten (10) plantings/ acre for commercial sites with 60-79% impervious surface coverage. The site is about 1.5 acres in area. Fifteen (15) plantings are the base number. However, because the site adjoins a trail and a residence, the UDO requires a 150% increase from the base number and therefore 38 plantings will be required in this case. The plan provides for 29 plantings, as shown in the tree and shrub schedule below. The landscaping plan includes the use of existing trees along the east line to buffer site.

| TREE & SHRUB SCHEDULE | | | |
|---|---|---|---|
| KEY | COMMON NAME | QUANTITY | SIZE |
| A | YELLOW RIBBON ARBORVITAE | 9 | 10 GALLON |
| B | SPRING SNOW FRUITLESS FLOWERING CRAB | 4 | 1" DIA. |
| C | IVORY JAPANESE TREE LILAC | 4 | 1"-1.5" DIA. |
| D | BABY BLUE EYES SPRUCE | 1 | 4'-5' HEIGHT |
| E | LITTLE QUICKFIRE HYDRANGEA | 4 | 3 GALLON |
| F | TAUNTON JAPANESE YEW | 2 | 5 GALLON |
| G | DWARF BLUE SPRUCE | 3 | 5 GALLON |

- Screening. The UDO requires screening for commercial sites adjoining residential uses and public parks or trails. Screening can be provided by a 6-foot-tall fence or landscape plantings of 90% opacity (reached within two years after planting).

**Sec. 4-130. Landscaping requirements**

(I) *Screening.* When screening is required, as stated in other sections of this chapter, the following standards shall apply:

(1) The screening shall be a minimum of six (6) feet in height.

(2) The screening shall have a minimum of ninety (90) percent opacity.

(3) If landscaping is used for the screening, the plantings shall be evergreen and a minimum of six (6) [feet] in height when planted. A ninety (90) percent opacity level shall be obtained within two (2) years.

(4) Screening shall be required when the area is visible from one (1) of the following areas:

a. A residential zoning district or use.

b. A public park, trail, or open space.

c. Interstate 35, a State Highway, or County Highway.

(Ord. No. 99-20, § 1, 11-23-99; Ord. No. 2008-09, § 1, 5-13-08; Ord. No. 2010-09, § 1, 6-8-10)

In this case the plan shows a screening fence along the north side of the property and surrounding the outdoor storage area (adjoining the future public trail to the east).

After submitting the plans, the applicant met with home owner to the north. The neighbor prefers a landscaped screen rather than a fence and the applicant is willing to make this plan change to the plan. This revision will meet UDO requirements with increased plant numbers of evergreens along the north property lines. Similar screening along the east parking area should also be provided to screen the future trail on that side as well.

- Site Address. The site currently has an address on 2nd Avenue NW. Since there will be no driveway access from 2nd Avenue, the site should have an address from 20th Street NW instead. The address for the site should be changed to 190 20th Street NW.

**Comments:**

The Development Review Committee (DRC) discussed the application in this case at its meeting on August 23, 2022. The DRC agreed that the application had merit in preserving existing trees on the east side of the site. They noted that the owner had met with the neighbor to the east and he had no objection to the variance proposal. Also, this proposal will further limit disturbance of the natural tree line on site which a goal within the shoreland district area.

1. There will need for screening to minimize impact on adjacent residential areas, and the planned trail east of the site.
2. Removal of existing trees and vegetation in the shoreland area should be limited as much as possible to provide a natural screen from view of persons fishing, canoeing or kayaking, etc. on the river.

**Recommendations:**

Planning staff recommends approval of all of the variance application in this case subject to conditions of approval.

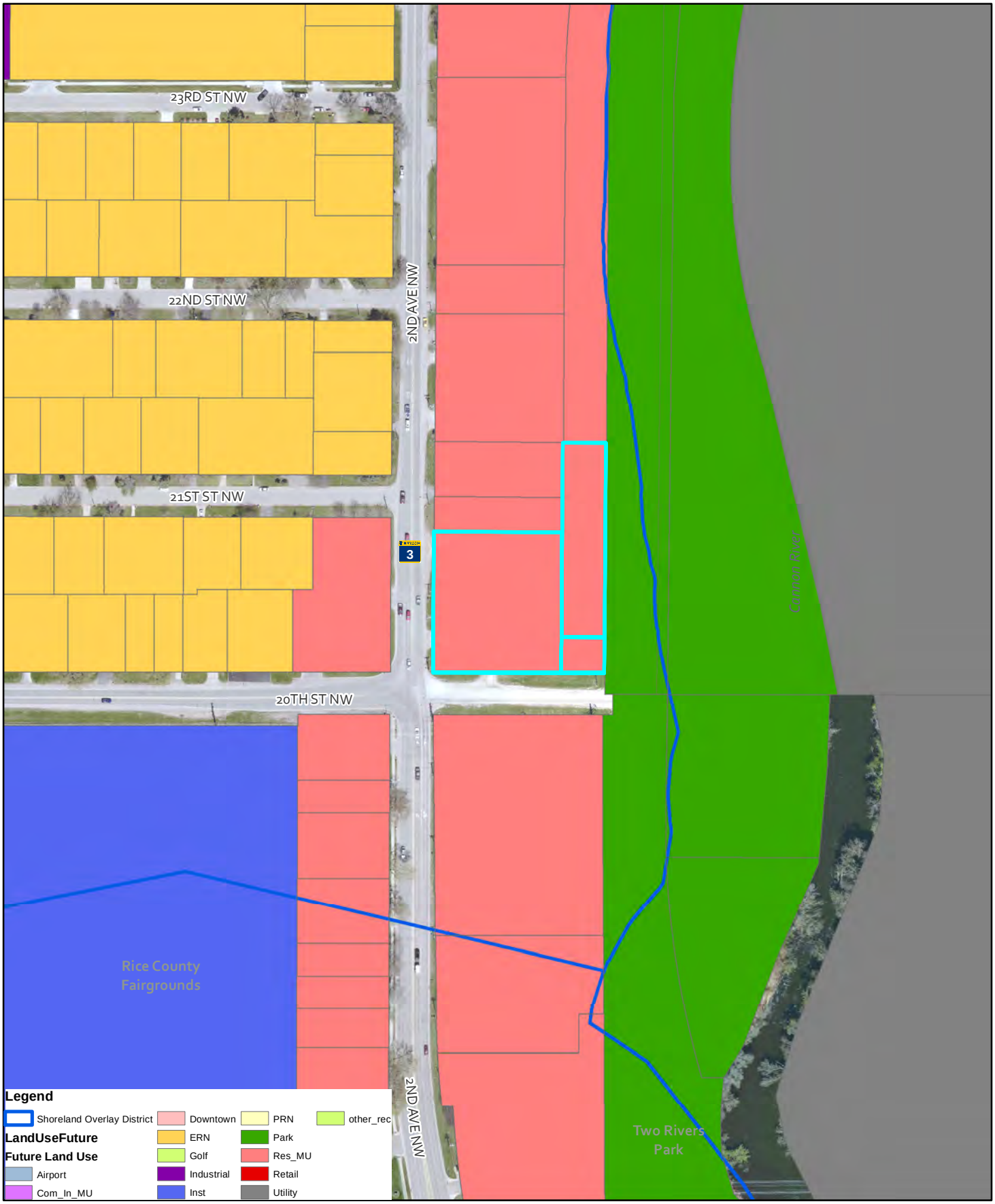
Suggested Conditions of approval for the variance application are as follows:

1. Preserve the natural trees and vegetation existing within the Shoreland District area of the site to the greatest extent possible. This will include the area along the east side of the outside storage lot and south along the entire east lot line.
2. Design the stormwater management system in a manner as approved by the City Engineer, to limit or filter automotive fluids from the parking lot and outdoor storage areas on site.

**Attachments:**

- Draft Resolution
- Maps and Plans
- Applications

# Malecha Auto Body Site - 2005 2nd Avenue NW




City Of Faribault
Community & Economic Development

June 17, 2022

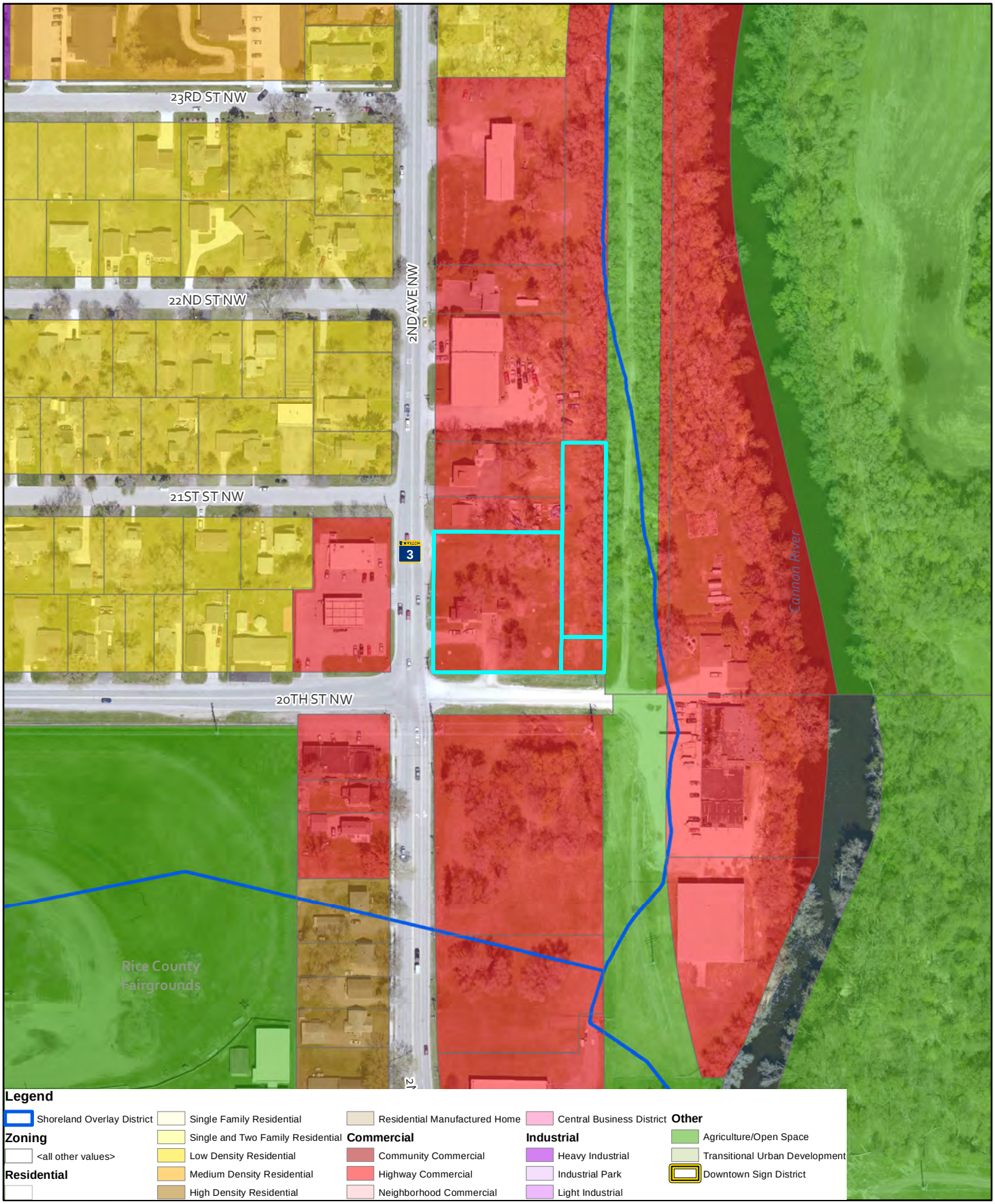
1 in = 200 ft

0 50 100 200 Feet

N W E S

This map is updated periodically to reflect amendments and should be used for general reference purposes. The map is current as of the date of the map. Specific inquiries should be directed to the Planning Division at (507) 334-0100

# Malecha Auto Body Site - 2005 2nd Avenue NW




City Of Faribault
Community & Economic Development

June 17, 2022

1 in = 200 ft

0 50 100 200 Feet

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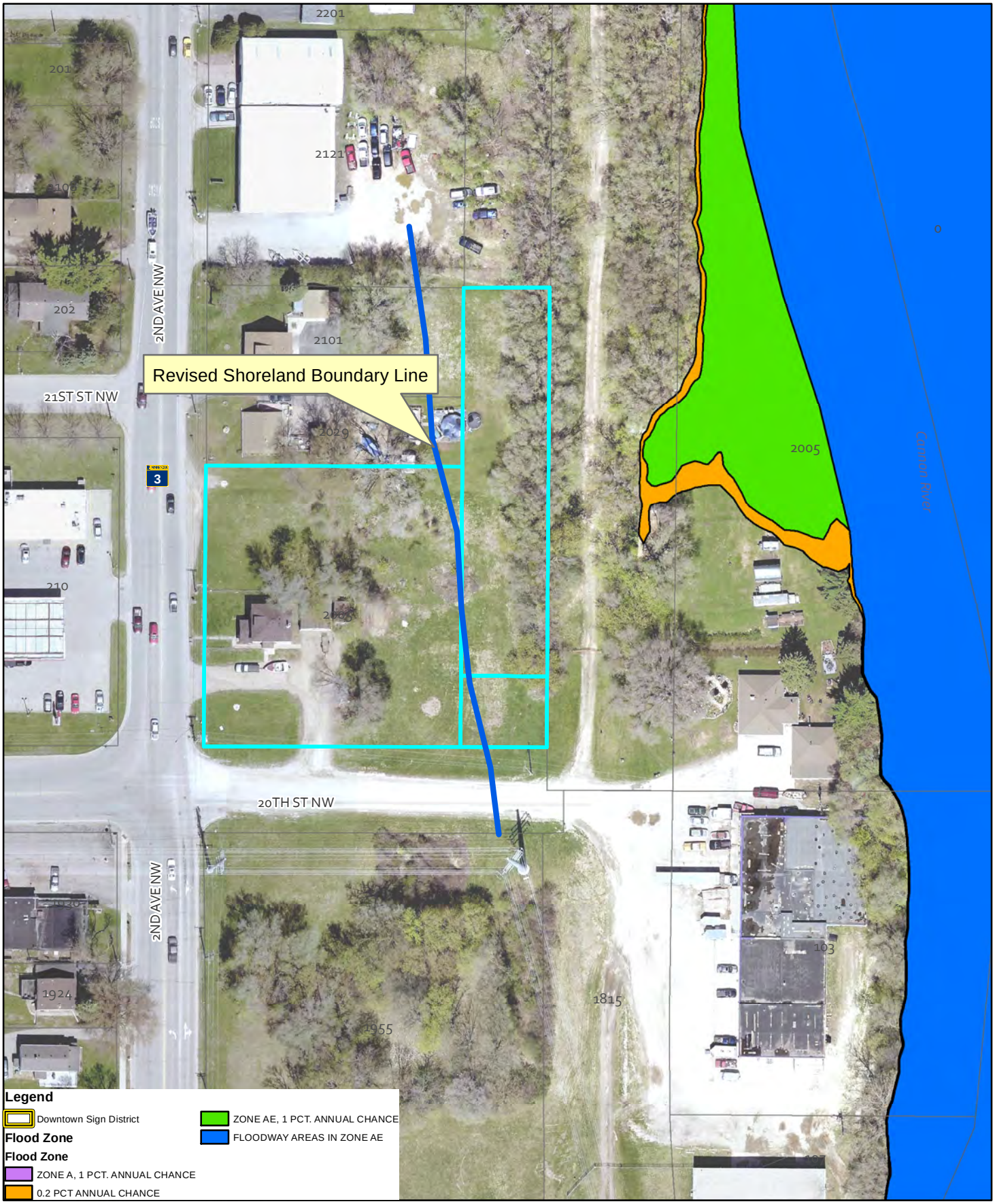
# 2005 2nd Avenue NW




City Of Faribault
Community & Economic Development

June 21, 2022

1 in = 100 ft

0 25 50 100 Feet

N W E S

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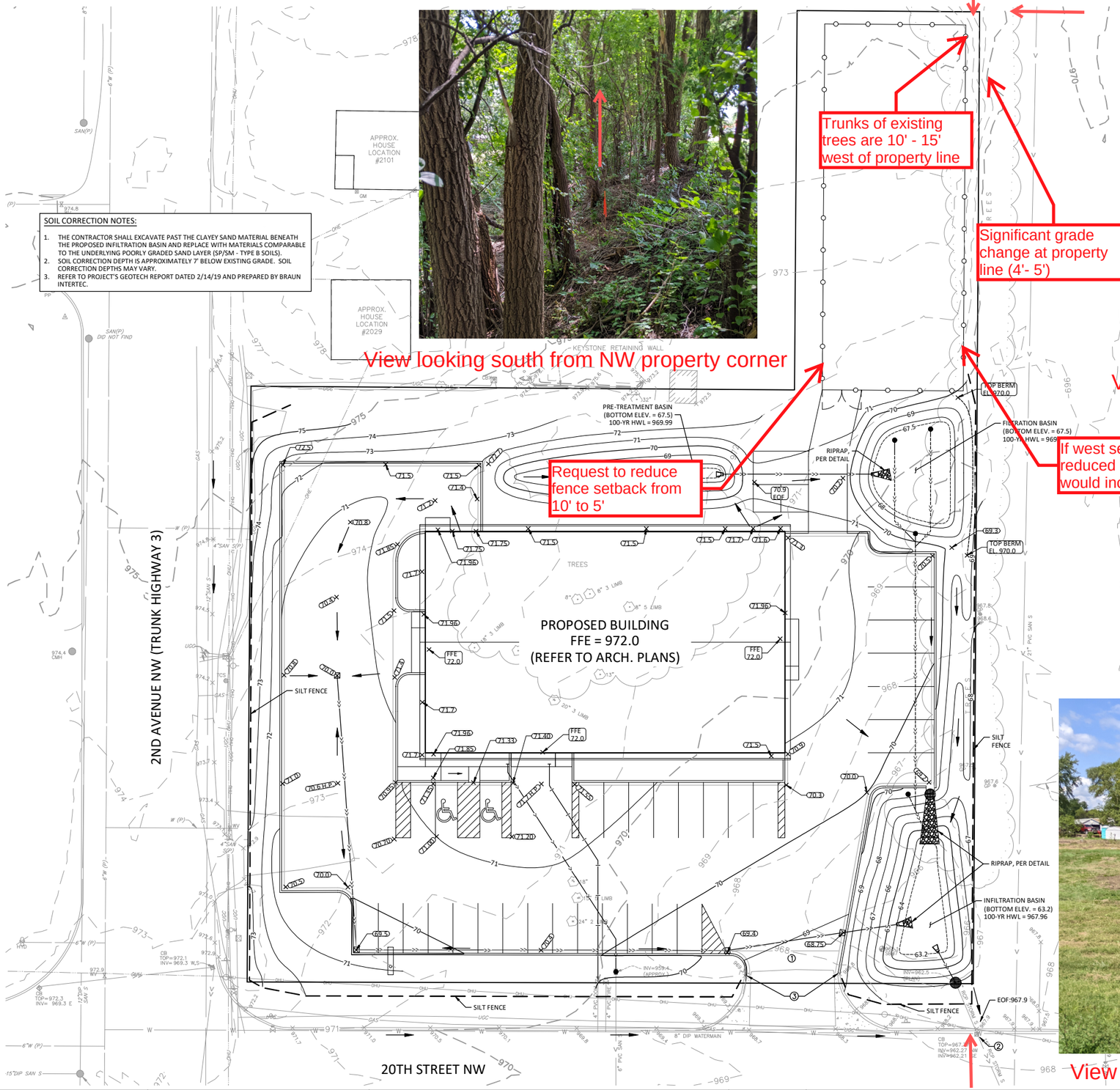



SOIL CORRECTION NOTES:

1. THE CONTRACTOR SHALL EXCAVATE PAST THE CLAYEY SAND MATERIAL BENEATH THE PROPOSED INFILTRATION BASIN AND REPLACE WITH MATERIALS COMPARABLE TO THE UNDERLYING POORLY GRADED SAND LAYER (SP/SM - TYPE B SOILS).
2. SOIL CORRECTION DEPTH IS APPROXIMATELY 7' BELOW EXISTING GRADE. SOIL CORRECTION DEPTHS MAY VARY.
3. REFER TO PROJECT'S GEOTECH REPORT DATED 2/14/19 AND PREPARED BY BRAUN INTERTEC.

RAL SITE REMOVALS, GRADING, & EROSION CONTROL NOTES:

LL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" 51-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE ONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.

2. REMOVAL OF MATERIALS NOTED ON THE DRAWINGS SHALL BE IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.
3. REMOVAL OF PRIVATE UTILITIES SHALL BE COORDINATED WITH UTILITY OWNER PRIOR TO CONSTRUCTION ACTIVITIES.
4. REMOVED MATERIALS SHALL BE DISPOSED OF TO A LEGAL OFF-SITE LOCATION AND IN ACCORDANCE WITH STATE AND LOCAL REGULATIONS.
5. PROPERTY LINES SHALL BE CONSIDERED GENERAL CONSTRUCTION LIMITS UNLESS OTHERWISE NOTED ON THE DRAWINGS. WORK WITHIN THE GENERAL CONSTRUCTION LIMITS SHALL INCLUDE STAGING, DEMOLITION AND CLEAN-UP OPERATIONS AS WELL AS CONSTRUCTION SHOWN ON THE DRAWINGS.
6. PROPOSED WORK (BUILDING AND CIVIL) SHALL NOT DISTURB EXISTING UTILITIES UNLESS OTHERWISE SHOWN ON THE DRAWINGS AND APPROVED BY THE CITY PRIOR TO CONSTRUCTION.
7. STAGING, DEMOLITION, AND CLEAN-UP AREAS SHALL BE WITHIN THE PROPERTY LIMITS AS SHOWN ON THE DRAWINGS AND MAINTAINED IN A MANNER AS REQUIRED BY THE CITY.
8. ALL EXISTING UTILITY LOCATIONS SHOWN ARE APPROXIMATE. CONTACT "GOPHER STATE ONE CALL" (651-454-0002 OR 800-252-1166) FOR UTILITY LOCATIONS, 48 HOURS PRIOR TO CONSTRUCTION. THE CONTRACTOR SHALL REPAIR OR REPLACE ANY UTILITIES THAT ARE DAMAGED DURING CONSTRUCTION AT NO COST TO THE OWNER.
9. SEE SITE PLAN FOR HORIZONTAL LAYOUT & GENERAL GRADING NOTES.
10. THE CONTRACTOR SHALL COMPLETE THE SITE GRADING CONSTRUCTION (INCLUDING BUT NOT LIMITED TO SITE PREPARATION, SOIL CORRECTION, EXCAVATION, EMBANKMENT, ETC.) IN ACCORDANCE WITH THE REQUIREMENTS OF THE OWNER'S SOILS ENGINEER. ALL SOIL TESTING SHALL BE COMPLETED BY THE OWNER'S SOILS ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL REQUIRED SOIL TESTS AND INSPECTIONS WITH THE SOILS ENGINEER.
11. GRADING AND EXCAVATION ACTIVITIES SHALL BE PERFORMED IN ACCORDANCE WITH THE NATIONAL POLLUTION DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT REQUIREMENTS & PERMIT REQUIREMENTS

| REV. NO. | DATE | BY | CHK | DESCRIPTION |
|---|---|---|---|---|
| 1 | 6/8/22 | TRH | BLS | REVISED PER CITY DRC REVIEW |
| 2 | 8/3/22 | TRH | BLS | REVISED PER CITY COMMENTS |

0 20 40
SCALE FEET

I HEREBY CERTIFY THAT THIS PLAN, SPECIFICATION, OR REPORT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF MINNESOTA.

NOT FOR CONSTRUCTION

NAME Robert L. Swanson LIC. NO. 24094 DATE 5/31/22

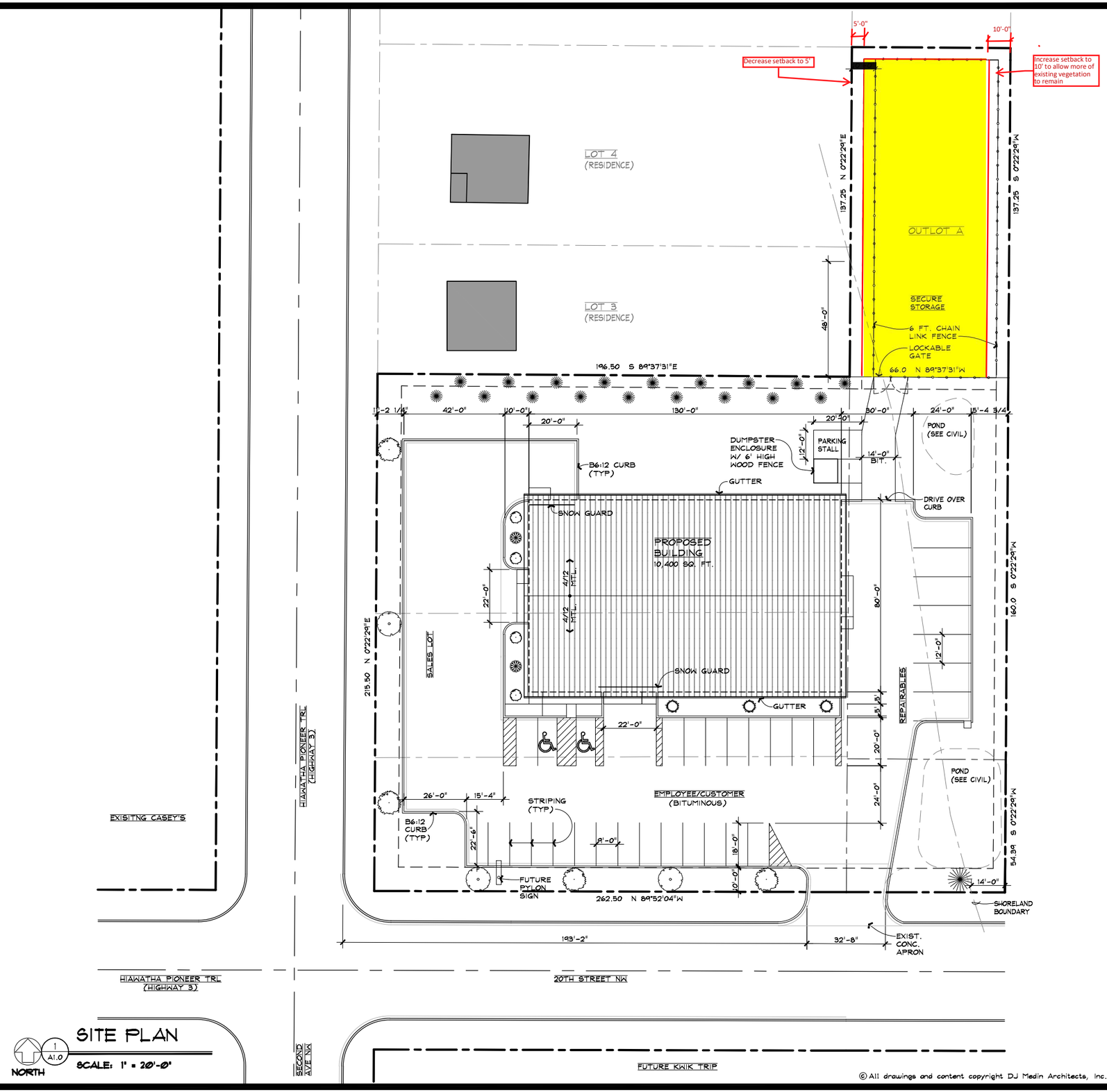
DESIGNED BLS
DRAWN TRH
CHECKED BLS

Stonebrooke

GRADING & EROSION CONTROL PLAN

MALECHA AUTO BODY

SHEET C-1

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| | |
|---|---|
| DESIGNED | DJM |
| DRAWN | NES |
| CHECKED | DJM |
| PROJECT | 21013 |
| REVISIONS | |

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 architect under the laws of the state of Minnesota. (architectural only)

DAVID J. MEDIN

License No. 9898

Date Aug 05, 2022

MALECHA AUTO BODY

FARIBAULT, MINNESOTA.

DJ MEDIN architects, inc.
203 n.w. First Ave.
Faribault, MN 55021
507/334-2252

SITE PLAN

A1.0

# Request for Council Action

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **THROUGH:** | Planning Commission<br>Tim Murray, City Administrator |
| **FROM:** | Deanna Kuennen, Community & Economic Development Director |
| **MEETING DATE:** | September 27, 2022 |
| **SUBJECT:** | Resolution 2022-210 Approving a Conditional Use Permit for a 1080 Square Foot Residential Garage at 2700 Western Avenue |

**Background:**

Kenneth Lake home owner/applicant is seeking to construct a 1080 SF detached garage on his 9-acre homestead site in the R-3 Medium Density Residential District at 2700 Western Avenue. The property is within the Shoreland Overlay District. Mr. Lake needs storage for some collector cars he owns. His property includes a 1240 SF ranch style home with a full walkout basement. The home has a large (720 SF) attached garage which is to be attached to the home by a new breezeway under construction this year. The plan includes extending the asphalt driveway to serve the new garage north of the home on site.

The Development Review Committee (DRC) discussed this application at its meeting of September 6, 2022. They determined that the application will meet all zoning ordinance requirements with minor adjustments to the placement of the new garage and with removal of all but one 12' by 10' shed from the site. They noted the site has sufficient room to meet the required 150' setback from the lake (ordinary water line).

The Planning Commission, after proper notice, held a public hearing at its meeting on September 19, 2022 regarding this application. The City did not receive any comments from the public prior to the meeting. No one in attendance at the meeting had any comments. The applicant agreed to make the site plan adjustments recommended by the DRC in this case. The Planning Commission by a 4-0 vote approved findings in support of the requested conditional use permit application and they recommend

that City Council approve the request subject to the conditions as listed in the draft resolution.

**Recommendation:**

Adopt Resolution 2022-210 approving a conditional use permit to construct a 1080 square foot garage at 2700 Western Avenue.

**Attachments:**

1. Resolution 2022-210 Approving a Conditional Use Permit for a 1080 Square Foot Residential Garage at 2700 Western Avenue
2. Planning Commision Report - 2700 Western Ave CUP

*[Reserved for County Recorder's stamp]*

*State of Minnesota*
*County of Rice*

# *CITY OF FARIBAULT*

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## RESOLUTION #2022-210

### APPROVING A CONDITIONAL USE PERMIT FOR A 1080 SQUARE FOOT RESIDENTIAL GARAGE AT 2700 WESTERN AVENUE

***WHEREAS,*** Kenneth and Anna Lake (Owners) are requesting approval of a Conditional Use Permit (CUP) to allow a proposed of a 36 foot by 30-foot residential garage of 1080 square feet, at their residence located at 2700 Western Avenue (hereinafter referred to as "the subject property") legally described in Exhibit A; and

***WHEREAS,*** the underlying zoning the subject property is in the R-3, Medium Density Residential District; and

***WHEREAS,*** the maximum allowed permitted residential accessory structure size is 864 square feet; and

***WHEREAS,*** a residential accessory structure is permitted to be 25% larger than 864 square feet (1,080 square feet) with a Conditional Use Permit; and

***WHEREAS,*** City Staff has completed a review of the application and made a report to the Planning Commission pertaining to said request, a copy of which has been presented to the City Council; and

***WHEREAS,*** the Planning Commission, on the 19th day of September, 2022, following proper notice, held a public hearing regarding the request, and following said public hearing made findings and recommended that the City Council approve the request; and

***WHEREAS,*** following said public hearing, the Planning Commission recommended conditional approval of the requested Conditional Use Permit

based on the following findings as required by Section 2-300 of the City's Unified Development Ordinance:

1. **The conditional use will not be detrimental to or endanger the public health, safety, comfort, convenience or general welfare.**

   Finding: The proposed garage addition will be placed on the subject parcel in accordance with all applicable zoning codes and development regulations.

2. **The conditional use will not be injurious to the use and enjoyment of other property in the vicinity and will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.**

   Finding: The garage proposed with this application, will be of similar architectural style to the home on the lot. The garage design is residential in nature and will fit with other uses on adjoining lots.

3. **The conditional use will be designed, constructed, operated, and maintained in a manner that is compatible in appearance with the existing or intended character of the surrounding area.**

   Finding: The subject garage is compatible in design, and architectural appearance with the principal structure on the site.

4. **The conditional use will not impose hazards or disturbing influences on neighboring properties.**

   Finding: The garage is compatible with others in the neighborhood.

5. **The conditional use will not substantially diminish the value of neighboring properties.**

   Finding: The subject garage is compatible in design, and appearance with the surrounding housing and will not diminish the value of neighboring properties.

6. **The site is served adequately by essential public facilities and services, including utilities, access roads, drainage, police and fire protection, and schools or will be served adequately as a result of improvements proposed as part of the conditional use.**

   Finding: Public sewer and water are not required for this garage, but the site has access to roads, proper drainage, and will not increase demand for schools, police and fire protection services.

7. **Development and operation of the conditional use will not create excessive additional requirements at public cost for facilities and services and will not be detrimental to the economic welfare of the community.**

   Finding: No new services will have to be extended or added to adequately serve the parcel.

8. **Adequate measures have been or will be taken to minimize traffic congestion in the public streets and to provide for adequate on-site circulation of traffic.**

   Finding: The subject garage will be placed on the site in accordance with zoning code standards. It will not have any effect on existing traffic and circulation.

9. **The conditional use will not result in the destruction, loss or damage of a natural, scenic, or historic feature of major importance to the community.**

   Finding: The subject site is an occupied residential lot that has no features of major importance to the community.

10. **The conditional use is consistent with the applicable policies and recommendations of the city's Land Use Plan or other adopted land use studies.**

    Finding: The City's Land Use Plan guides the subject parcel as an established residential use. The City's Unified Development Ordinance allows garages of 1,080 square feet in area with CUP in the R-3, Medium Density Residential District.

11. **The conditional use, in all other respects, conforms to the applicable regulations of the district in which it is located.**

    Finding: The subject garage is previously existing. The expansion as planned meets all requirements of the Unified Development Ordinance.

***WHEREAS,*** the City Council at a public meeting, on the 27th day of September, 2022, considered the request, the report to the Planning Commission, and the results of the public hearing, and concurred with all findings of the Planning Commission as stated in the above recitals and hereby makes the identical findings.

***NOW, THEREFORE BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY FARIBAULT, MINNESOTA AS FOLLOWS:***

**Section 1. Incorporation of Recitals and Exhibits.** The recitals set forth in this Resolution and the Exhibits attached hereto are incorporated into and made a part of this Resolution.

**Section 2. Approval of the Conditional Use Permit.** A conditional use permit to allow a 1,080 square foot residential garage in an R-3, Medium Density Residential District at 2700 Western Avenue in substantial accordance with the site plan attached as Exhibit B, is hereby approved subject to conditions as set forth in Section 3 of this resolution. Said approval is based on the forgoing recitals, which are incorporated herein by reference, and constitute the findings of the City Council in accordance with Section 2-300 of the City of Faribault, Unified Development Ordinance.

**Section 3. Conditions of Approval Specific to the Proposed Development.** A conditional use permit is hereby approved subject to conditions listed herein as authorized under Section 2-310 of the City of Faribault Unified Development Ordinance that are deemed necessary to mitigate adverse impacts associated with the conditional use, to protect neighboring properties, and to achieve the objectives identified in the ordinance as follows:

1. The garage must be built no less 150’ from the ordinary high-water line of lake as noted on the approved site plan.
2. The exterior building materials, and colors must be similar to and compatible with house.
3. No more than 30% of the garage shall be used in conjunction with a home occupation or as otherwise allowed by the City Unified Development Ordinance as may be amended.
4. A paved driveway must be extended to the garage doors on the new detached garage.
5. In addition to the garage expansion approved by this resolution, no more than one additional accessory structure (shed) shall be permitted on site and it shall be limited to no more than 120 square feet in floor area.
6. All construction of the garage approved with this conditional use permit, shall be completed within one year of the date of this resolution.

**Section 4. Additional Conditions of Approval.** This conditional use permit includes the following additional conditions:

1. Failure of the City to act on a violation of a condition, covenant, or term of this permit is not a waiver of such condition, covenant, or term, or any subsequent violation of the same or any other condition, covenant, or term.

2. The City may inspect the property at all reasonable times to ensure compliance with the conditions of this permit.
3. This permit is subject to the City's code requirements. The Owner must comply with all applicable federal, state, and local laws, rules, and ordinances and obtain other permissions and permits as may be required.
4. The violation of any terms or conditions of this permit, including but not limited to any applicable federal, state, or local laws, rules, regulations, and ordinances, may result in revocation of the permit. The City must give the Owner written notice of any violation and reasonable time, as determined by the City, to cure the violation before the permit revocation.
5. This permit and its conditions are binding on the parties and their successors and assigns. This permit runs with the property and does not affect the subsequent sale, lease, or change from current ownership. The Owner's obligations under this permit shall also be the obligations of any subsequent owners or assigns of the property.
6. Use of the property as allowed by this permit signifies the agreement of the permit's terms and conditions without qualification, limitation, or reservation.

**Section 5. Compliance.** The City Council authorizes the Mayor, City Administrator, City Staff, and the City Attorney to take any additional steps and actions necessary or convenient to accomplish the intent of this resolution.

**Section 6. Effective Date.** This resolution shall become effective immediately upon its passage and without publication.

**Date Adopted:** September 27, 2022

**Faribault City Council**

_____

**Kevin F. Voracek, Mayor**

**ATTEST:**

_____

**Timothy C. Murray, City Administrator**

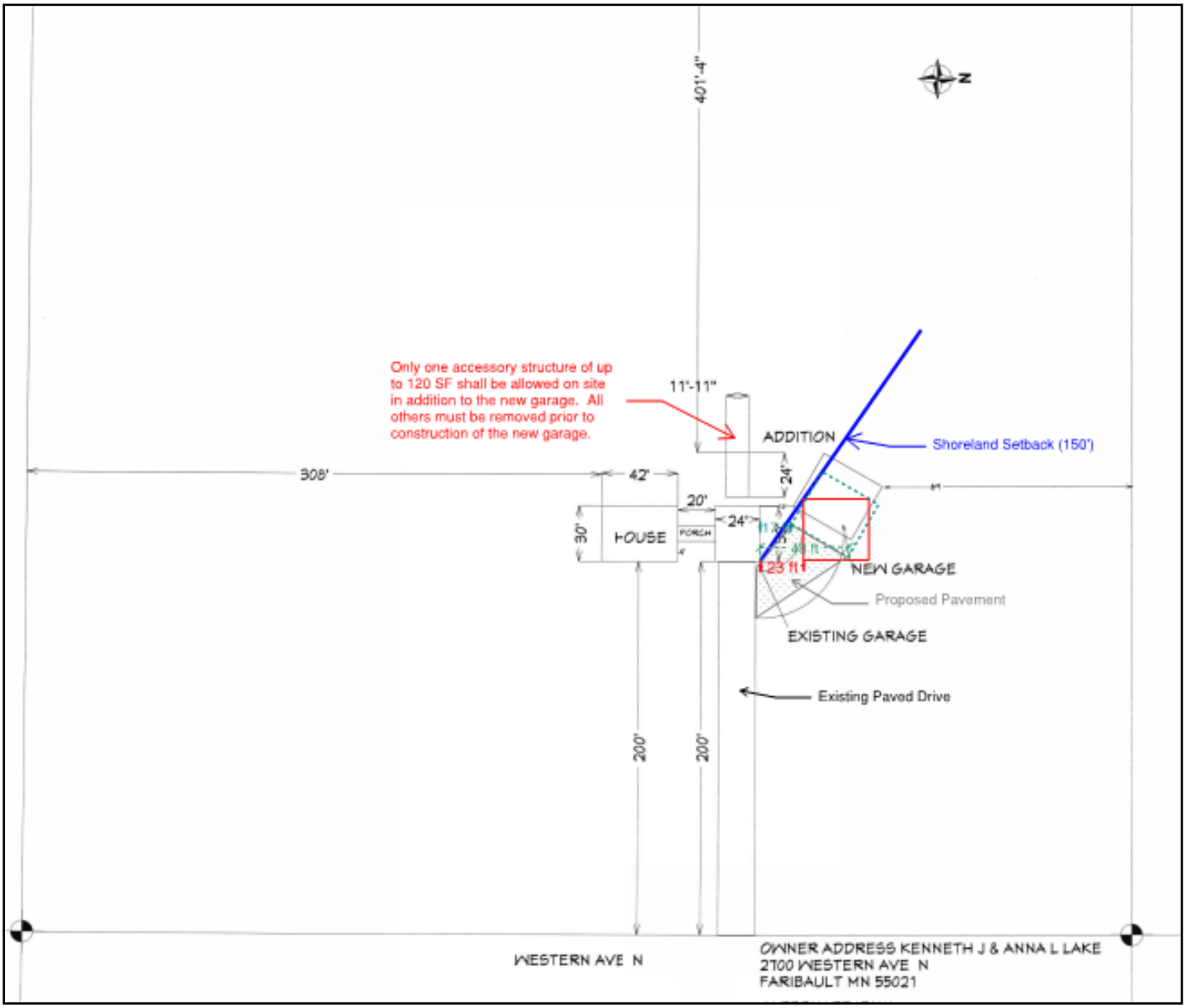
# Exhibit A

Legal Description

THE NORTHEAST QUARTER (NE$\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE$\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE$\frac{1}{4}$) OF SECTION 23, TOWNSHIP 110 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, EXCEPTING THE SOUTH 1 ACRE THEREOF, SUBJECT TO HIGHWAY OVER AND ACROSS THE EAST SIDE THEREOF.

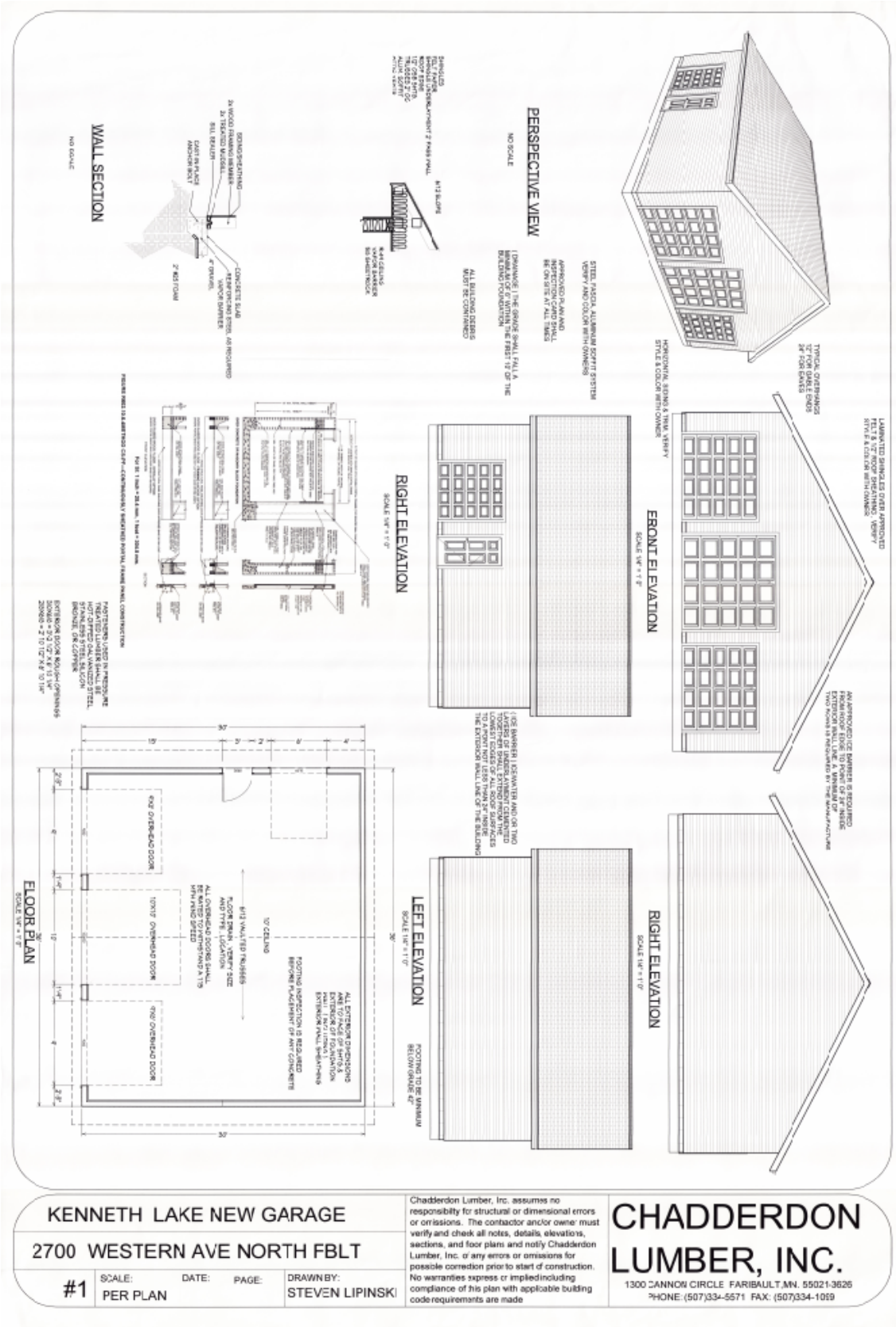
In the City of Faribault, Rice County, Minnesota.

# Exhibit B (Page 1 of 2)
# Site Plan



# Exhibit B (Page 2 of 2)

Façade Plans



# Request for Planning Commission

| | |
|---|---|
| **TO:** | Planning Commission |
| **THROUGH:** | Deanna Kuennen, Community and Economic Development Director |
| **FROM:** | Peter J. Waldock, AICP Planning & Zoning Coordinator |
| **MEETING DATE:** | September 19, 2022 |
| **SUBJECT:** | Application for a Conditional Use Permit for a Residential Garage of 1080 Square Feet in Area located at 2700 Western Avenue |

**Background:**

Kenneth Lake home owner/applicant is seeking to construct a 1080 SF detached garage on his 9-acre homestead site in the R-3 Medium Density Residential District at 2700 Western Avenue. The property is within the Shoreland Overlay District. Mr. Lake needs storage for some collector cars he owns. His property includes a 1240 SF ranch style home with a full walkout basement. The home has a large (720 SF) attached garage which is to be attached to the home by a new breezeway under construction at this time. The plan includes extending the asphalt driveway to serve the new garage north of the home on site.

A detailed staff report is attached to discuss the application specifics for ordinance compliance. The Minnesota Department of Natural Resources has reviewed this request and recommends the garage meet the current setback requirement from the lake of 150'. The City Development Review Committee reviewed the application at its meeting of September 6, 2022 and recommended approval subject to conditions (see the staff report).

**Recommendation:**

DRC recommends approval of a Conditional Use Permit for the 1080 SF residential garage with paved driveway extension, subject to the condition that the garage plan be revised to meet the 150’ minimum setback from the water line of the lake.

**Attachments:**

1. Resolution Approving a Conditional Use Permit for1080 SF Garage at 2700 Western Ave
2. Staff Report Memo 2700 Western Ave CUP
3. Comp Plan Map
4. 2700 Western Ave Zoning
5. 2700 Western Ave Aerial
6. Beacon Aerial Map with notes
7. Application for CUP - 2700 Western -- Garage
8. Site Plan with notes
9. Building Plan

# Public Hearing Staff Report

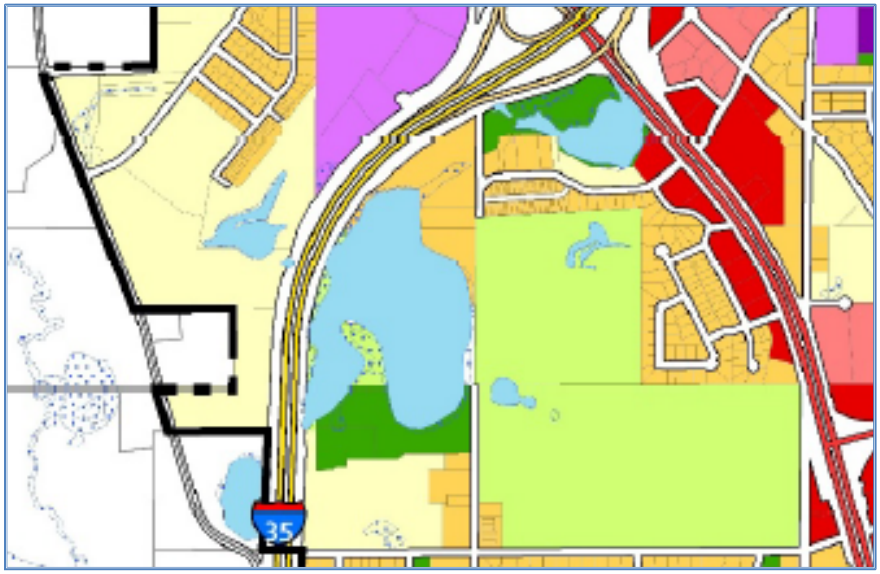
| | |
|---|---|
| **TO:** | Development Review Committee |
| **FROM:** | Peter Waldock, AICP Planning Coordinator |
| **MEETING DATE:** | September 19, 2022 |
| **SUBJECT:** | CUP Application for a 1080 SF Residential Garage at 2700 Western Avenue |

## BACKGROUND / PROJECT SUMMARY

Kenneth Lake home owner/applicant is seeking to construct a 1080 SF detached garage on his 9-acre homestead site in the R-3 Medium Density Residential District at 2700 Western Avenue. The property is within the Shoreland Overlay District. Mr. Lake needs storage for some collector cars he owns. His property includes a 1240 SF ranch style home with a full walkout basement. The home has a large (720 SF) attached garage which is to be attached to the home by a new breezeway under construction this year. The plan includes extending the asphalt driveway to serve the new garage north of the home on site.

### Discussion / Review:

- Comprehensive Plan. The comprehensive plan guides the property of Established Residential Neighborhood Use. The proposed use fits with that use.



- Zoning District. The property is zoned R-3 Medium Density Residential. A single-family house is allowed. The maximum size for a detached garage is 864 SF which may be increased by 25% up to 1080 SF with approval of a CUP.

  The zoning ordinance states that *"the accessory use or structure shall be subordinate in area, extent, and purpose to the principal use or structure served". In this case the home has a finished floor area of about 1800 SF not counting the new 240 SF breezeway. Total area of the home first floor and all of the walkout basement area is about 2400 SF. The attached garage and detached garage as proposed together will equal about 1800 SF of accessory area. Based on these measurements, it appears the proposal meets the subordination requirement compared to the home on the site.*

- Shoreland Overlay District. Single Family Residential uses are permitted in the Shoreland District without need for a CUP. This district limits impervious surface coverage to 25% of the site area. The site has surface area of about 137,210 SF outside of the wetland area. The impervious surface prior to this application is estimated at about 6400 SF. The application will add about 2500 SF of impervious surface area. In this case the impervious surface coverage is estimated to be about 6.5% after development of the new garage and the driveway extension leading to it.

  The Shoreland Overlay District requires a 150' setback from the ordinary high-water mark. Although that is not listed on the site plan, using the County aerial mapping information it appears the new garage will need to be adjusted to the north by few feet as shown on the attached exhibit with setback notes by staff.

- Setbacks. Shoreland setbacks are discussed in the preceding paragraph. The development is centered in this vey large lot. The zoning setbacks

for the development greatly exceed the 5’ side and rear minimum requirements. The new garage will separated from the home by 18’ where 10’ minimum is required and it is located to the side of the home and is not closer to the street than the home is.

- Building Design. The new building is planned to have matching roofing and siding with the house.

**Development Review Committee:**

At its meeting of September 6, 2022, the Development Review Committee discussed this request. The Committee recommended approval with the condition the garage meet the required 150’ setback from the ordinary high-water line of the lake. The DRC made the following comments and observations.

1. The site has enough space to allow construction of the garage at the required 150’ setback from the lake.
2. The DNR had no objections to the request, noting that the although the home is much closer to the lake than 150’ as required today, the owners have room to place the new garage so as to meet the current setback.
3. The garage must have matching siding and roofing materials to the home.
4. The DRC felt the home with breezeway and walkout basement was large enough to meet the UDO requirement that the size of the new garage not exceed the size of the principal structure.

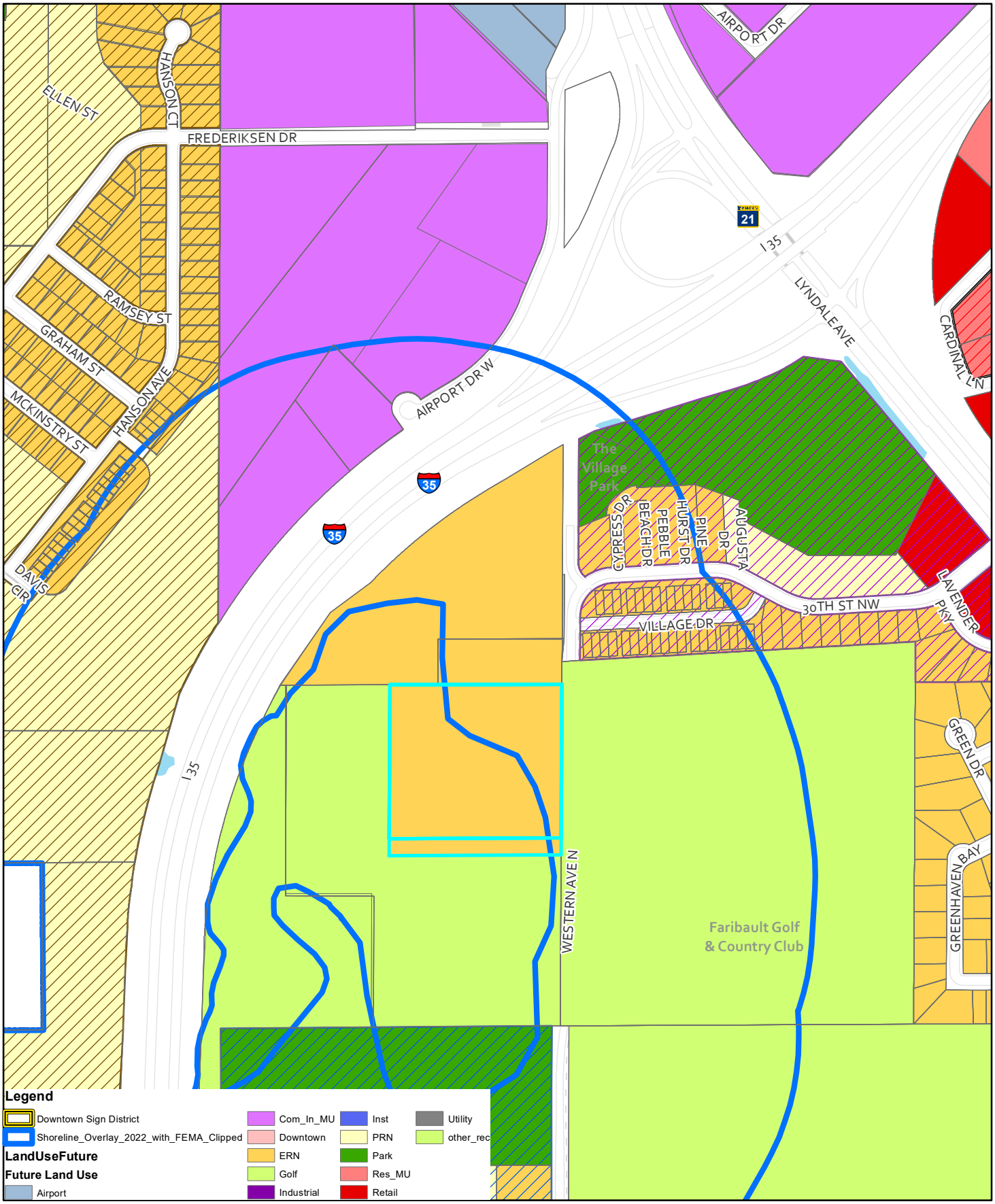
**Recommendations.**

DRC recommends approval of a Conditional Use Permit for the 1080 SF residential garage with paved driveway extension, subject to the condition that the garage plan be revised to meet the 150’ minimum setback from the water line of the lake.

**Attachments:**

- Maps and Plans
- Applications

# 2700 Western Avenue - Comprehensive Plan Map




City Of Faribault
Community & Economic Development

September 14, 2022

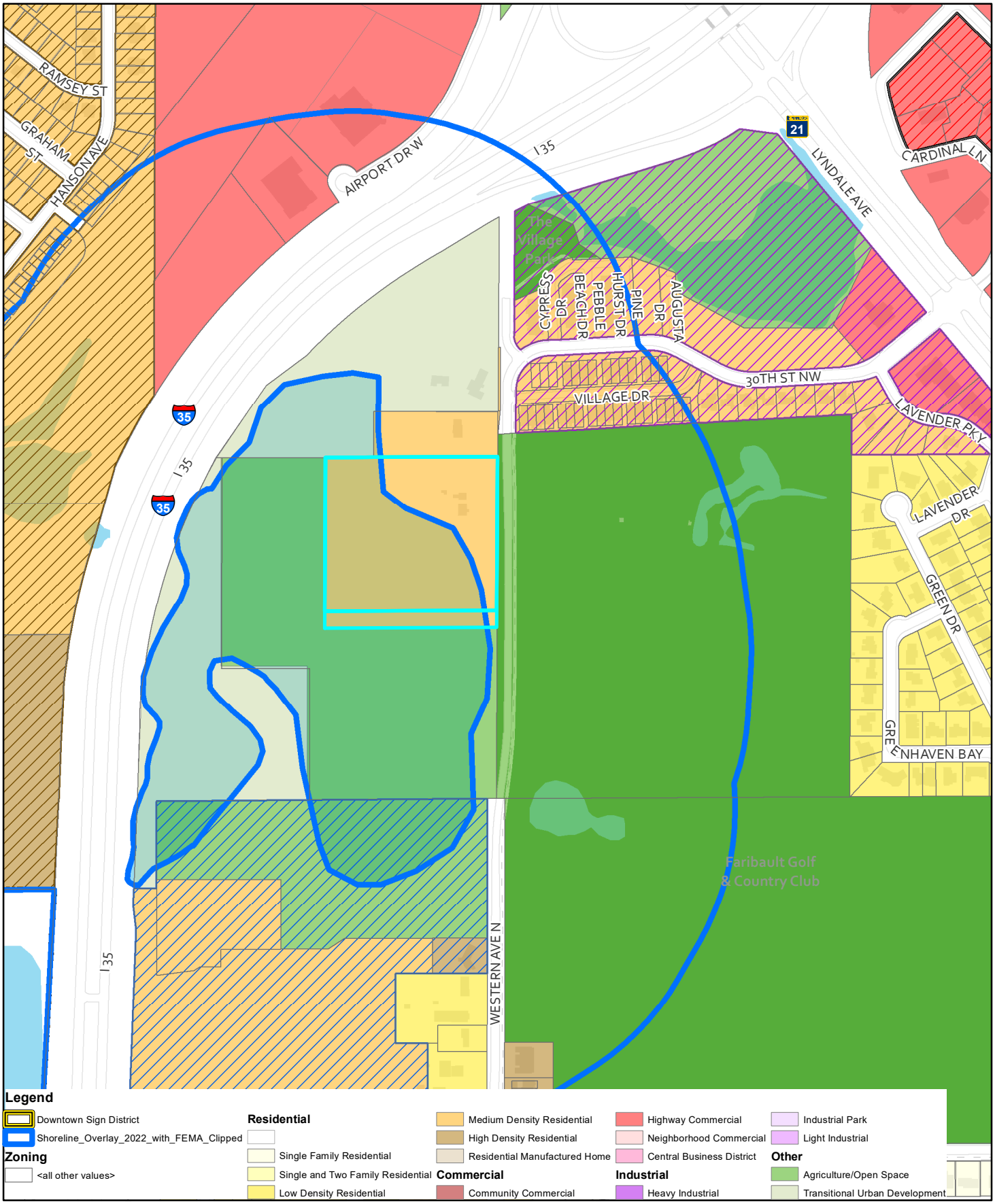
1 in = 500 ft

0 125 250 500 Feet

N W E S

This map is updated periodically to reflect amendments and should be used for general reference purposes. The map is current as of the date of the map. Specific inquiries should be directed to the Planning Division at (507) 334-0100

# 2700 Western Avenue




City Of Faribault
Community & Economic Development

**September 02, 2022**

1 in = 500 ft

0 125 250 500 Feet

N W E S

This map is updated periodically to reflect amendments and should be used for general reference purposes. The map is current as of the date of the map. Specific inquiries should be directed to the Planning Division at (507) 334-0100

# 2700 Western Avenue

City Of Faribault
Community & Economic Development

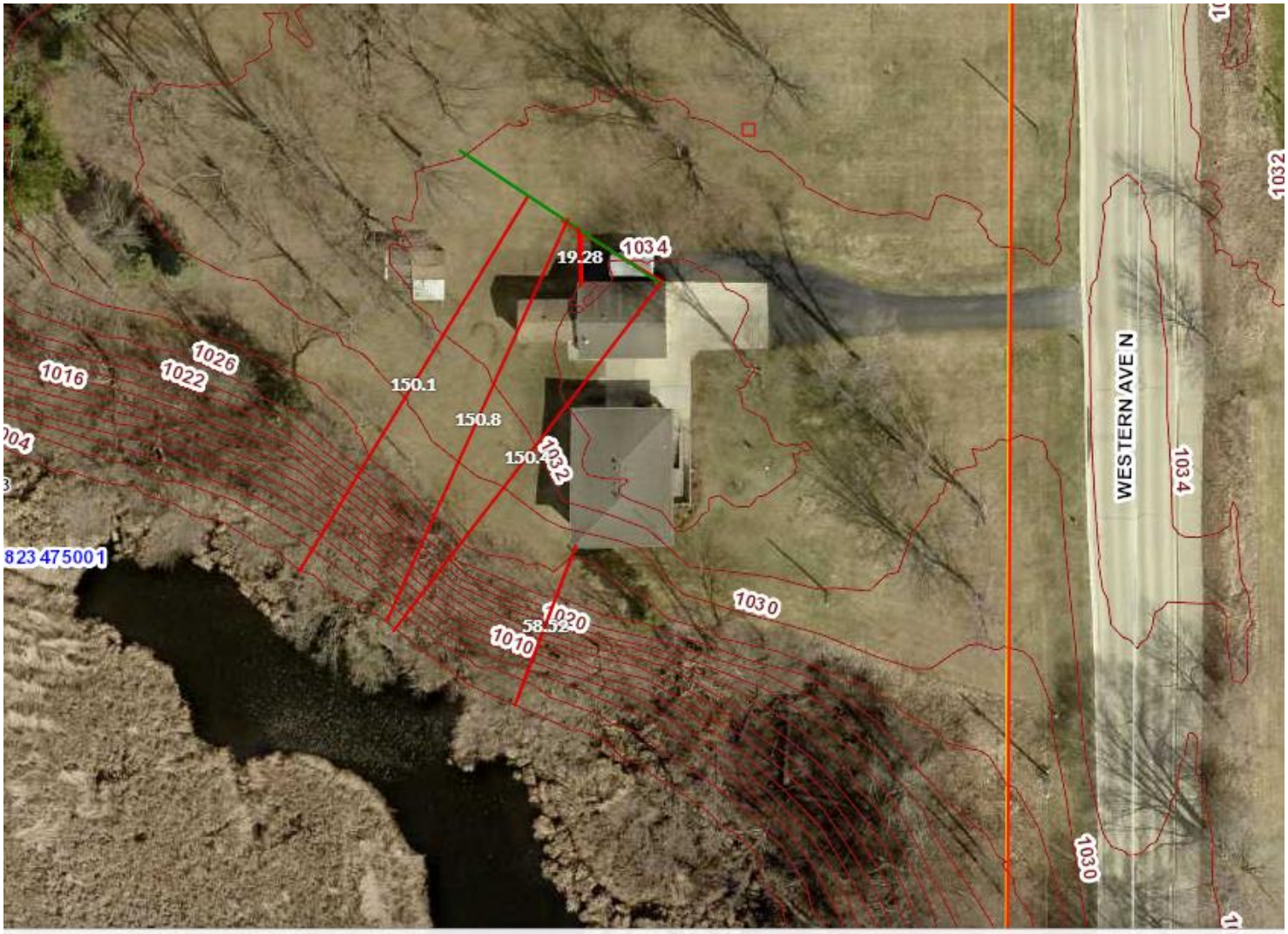
September 02, 2022

1 in = 500 ft

0 125 250 500 Feet

N W E S

This map is updated periodically to reflect amendments and should be used for general reference purposes. The map is current as of the date of the map. Specific inquiries should be directed to the Planning Division at (507) 334-0100




Alternate ID n/a
Class 1A-Residential Homestead
Acreage 9

Owner Address KENNETH J & ANNA L LAKE
2700 WESTERN AVE N
FARIBAULT MN 55021

City Of Faribault

# APPLICATION FOR REQUESTED ACTION
## Conditional Use Permit

Planning Case # _____
Filing Fee _____
Hearing Date _____

SITE ADDRESS 2700 Western Ave NW Faribault MN

APPLICANT Kenneth + Anna Lake E-MAIL _____

Ken Cell PHONE (507) [redacted] (H) (507) [redacted] Anna Cell (W) _____ (FAX)

ADDRESS 2700 Western Ave NW Faribault MN

DEVELOPER(if other than applicant) Anderka Construction Faribault MN

PHONE 334-8946 (H) _____ (W) _____ (FAX)

ADDRESS 18280 Alvey Trail Faribault MN

LEGAL DESCRIPTION NE¼ OF THE SE¼ OF THE SE¼ OF SEC 23 TWP 110 RGE 21 WEST OF THE 5TH P.M. EXCEPTING THE SOUTH 1 ACRES THEREOF SUBJECT TO THE HIGHWAY OVER AND ACROSS THE EAST SIDE THEREOF

ACREAGE/SIZE OF PROPERTY (9 ACERS)

CURRENT ZONING R-3 Medium Density Residential

EXISTING USE OF PROPERTY Homestead Residential

PROPOSED USE OF PROPERTY Personal Home + New 3 car Garage
(Including number of units per acre and types of uses if mixed use)

IDENTIFY ALL ADJACENT LAND USES Golf Course-Freeway Slough Homesteads

**SIGNATURE OF APPLICANT** Kenneth J. Lake **DATE** 8-29-22
(Must submit proof of property control)

**SIGNATURE OF PROPERTY OWNER** SAME **DATE** _____
(If other than applicant)

***PLEASE PROVIDE ALL INFORMATION REQUESTED ON THIS FORM AND THE ATTACHED CHECKLIST.***

*Updated August 23, 2016*

RECEIVED
AUG 29 2022
City of Faribault
Community Development

The proposed project is to build (1)
36x30 - 1080 sq.ft. Garage
(Refer to plan drawing for detailed
plan drawing)

We are currently attaching house to
exsiting garage with a breezway making
it one unit.

3 SMALL existing sheds will be
removed with-in one year of this
construction.

The proposed Structure will be set
back existing building blending in
with other building
matching sideing-roofing etc.

Have letters from 2800 - 2900 Western
Ave residents with no objections to our
Plans

The only street is Western Ave running
North and South the Front of the
Property - So there will be no impact
on traffic. will be using existing driveway

The Structure to be built is for storage
of property maintance Equipment (mowers
snowblower) and storage of contents of 3
Small Sheds that have to be removed and
storage of 3 collector vehicles

M. of Davis 7789 7789

# Abstract of Title

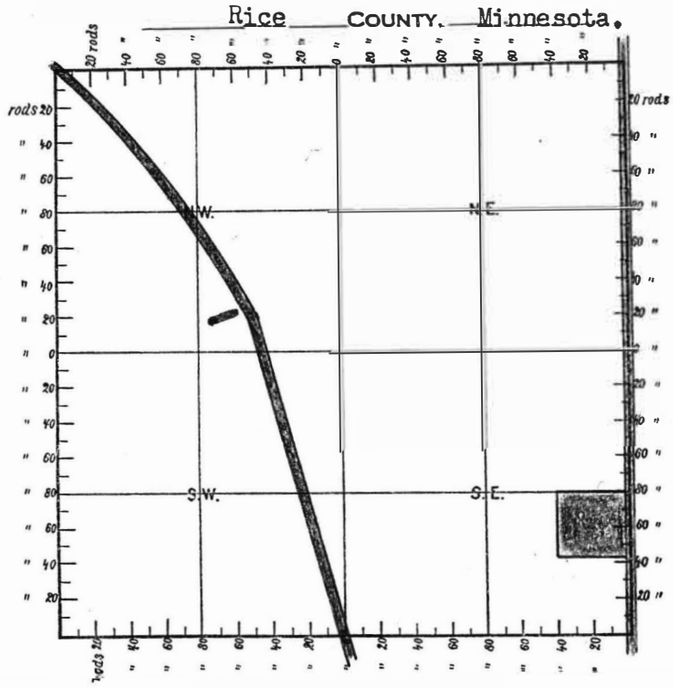
*To the following described Real Estate situated in*

*the County of Rice, State of Minnesota*

THE NORTHEAST QUARTER (NE$\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE$\frac{1}{4}$) OF THE SOUTHEAST QUARTER (SE$\frac{1}{4}$) OF SECTION 23, TOWNSHIP 110 NORTH, RANGE 21 WEST OF THE FIFTH PRINCIPAL MERIDIAN, EXCEPTING THE SOUTH 1 ACRE THEREOF, SUBJECT TO HIGHWAY OVER AND ACROSS THE EAST SIDE THEREOF.

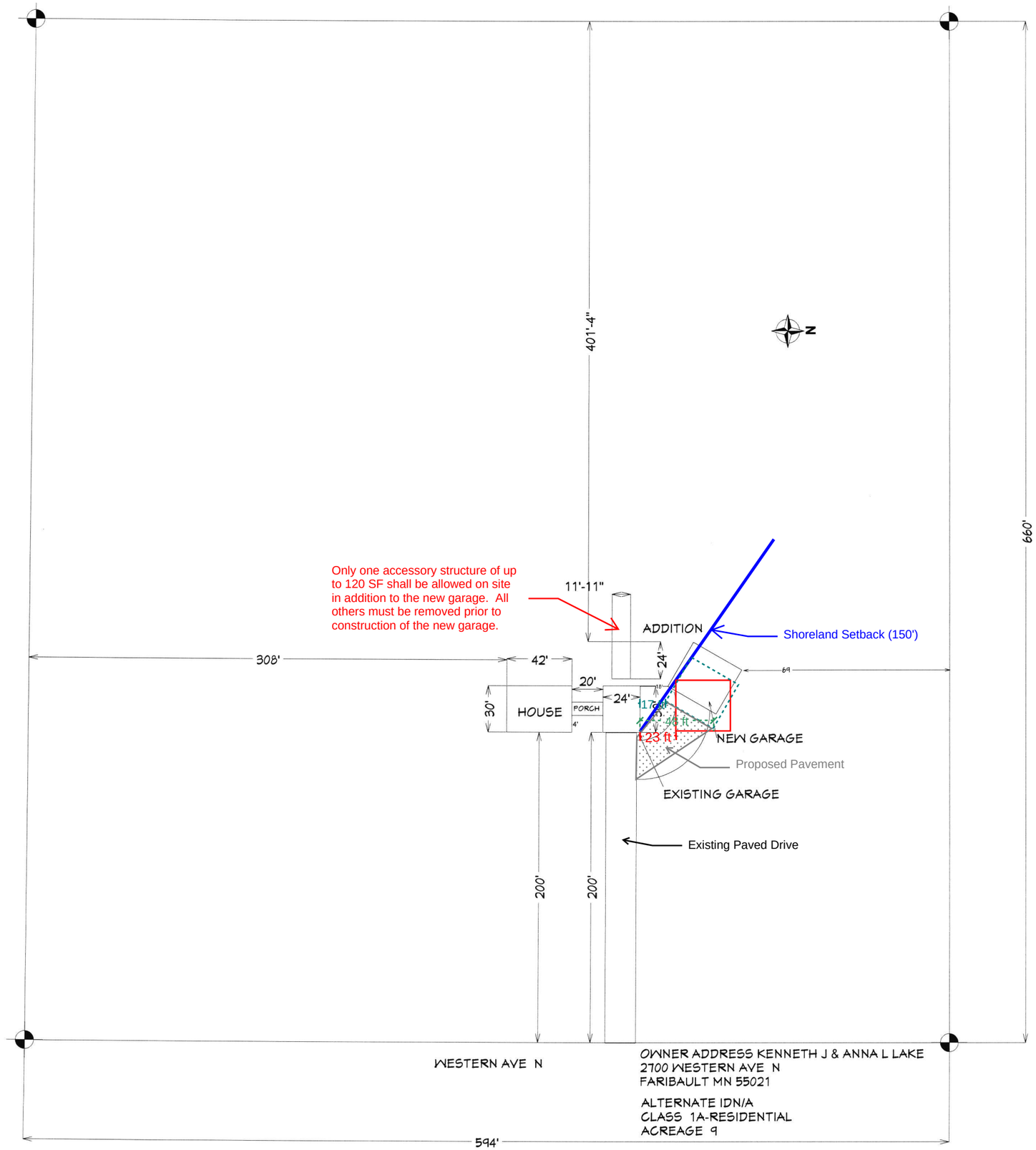
SECTION 23 TOWNSHIP 110 N RANGE 21W 5th P.M.

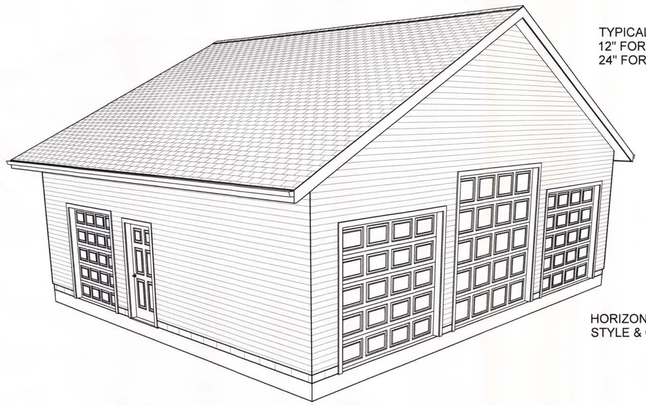
Rice COUNTY. Minnesota.




**ALFRED H. HEINE**
REGISTER OF DEEDS
AND OFFICIAL ABSTRACTER
OF RICE COUNTY
FARIBAULT, MINN.

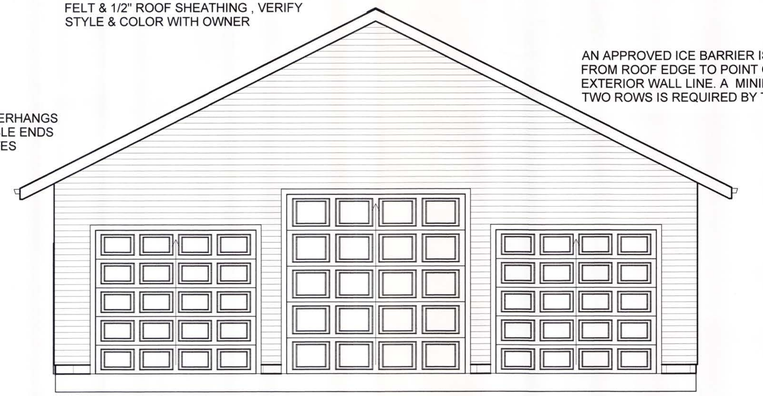
MILLER-DAVIS COMPANY, MINNEAPOLIS
FORM No 1635


401'-4"
N
660'
Only one accessory structure of up to 120 SF shall be allowed on site in addition to the new garage. All others must be removed prior to construction of the new garage.
11'-11"
ADDITION
Shoreland Setback (150')
308'
42'
24'
69
20'
24'
30'
HOUSE
PORCH
4'
176 ft
96 ft
123 ft
NEW GARAGE
Proposed Pavement
EXISTING GARAGE
Existing Paved Drive
200'
200'
WESTERN AVE N
OWNER ADDRESS KENNETH J & ANNA L LAKE
2700 WESTERN AVE N
FARIBAULT MN 55021
ALTERNATE ID N/A
CLASS 1A-RESIDENTIAL
ACREAGE 9
594'



TYPICAL OVERHANGS
12" FOR GABLE ENDS
24" FOR EAVES

LAMINATED SHINGLES OVER APPROVED
FELT & 1/2" ROOF SHEATHING , VERIFY
STYLE & COLOR WITH OWNER

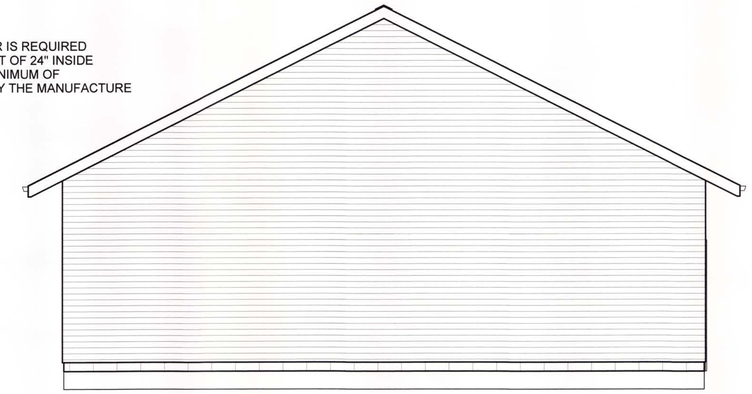


AN APPROVED ICE BARRIER IS REQUIRED
FROM ROOF EDGE TO POINT OF 24" INSIDE
EXTERIOR WALL LINE. A MINIMUM OF
TWO ROWS IS REQUIRED BY THE MANUFACTURE

HORIZONTAL SIDING & TRIM, VERIFY
STYLE & COLOR WITH OWNER

## FRONT ELEVATION

SCALE 1/4" = 1' 0"



## RIGHT ELEVATION

SCALE 1/4" = 1' 0"

STEEL FASCIA, ALUMINUM SOFFIT SYSTEM
VERIFY AND COLOR WITH OWNERS

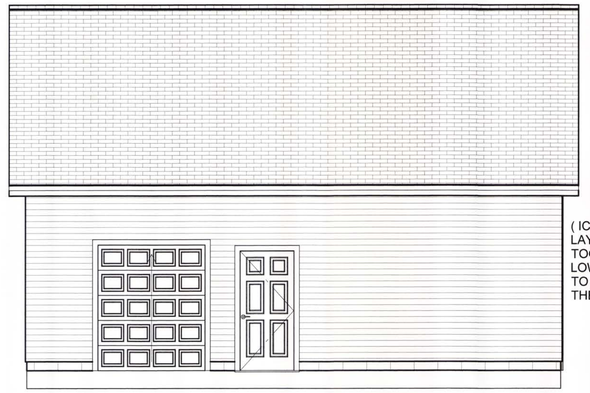
APPROVED PLAN AND
INSPECTION CARD SHALL
BE ON SITE AT ALL TIMES

## PERSPECTIVE VIEW

NO SCALE

( DRAINAGE ) THE GRADE SHALL FALL A
MINIMUM OF 6" WITHIN THE FIRST 10' OF THE
BUILDING FOUNDATION

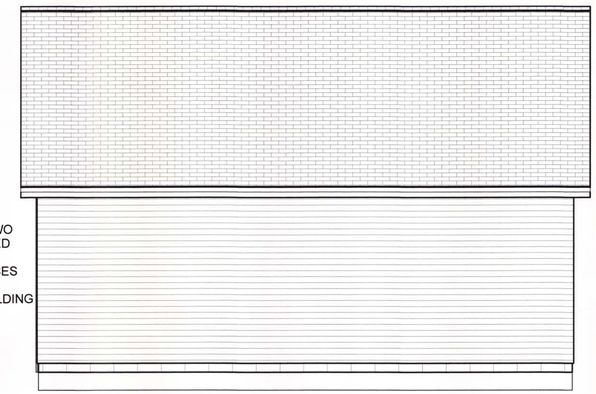
ALL BUILDING DEBRIS
MUST BE CONTAINED



( ICE BARRIER ) ICE/WATER AND OR TWO
LAYERS OF UNDERLAYMENT CEMENTED
TOGETHER SHALL EXTEND FROM THE
LOWEST EDGES OF ALL ROOF SURFACES
TO A PONT NOT LESS THAN 24" INSIDE
THE EXTERIOR WALL LINE OF THE BUILDING

## RIGHT ELEVATION

SCALE 1/4" = 1' 0"



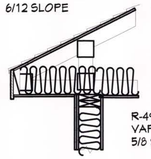
## LEFT ELEVATION

SCALE 1/4" = 1' 0"

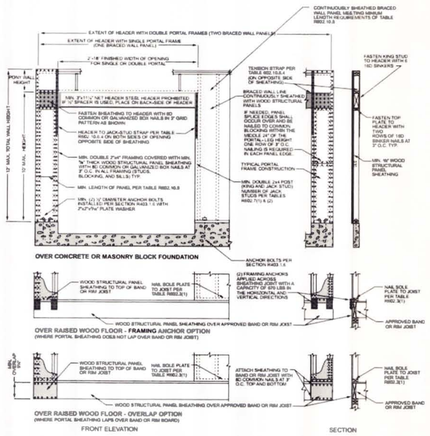
FOOTING TO BE MINIMUM
BELOW GRADE 42"

SHINGLES
FELT PAPER
SHINGLE UNDERLAYMENT 2' PASS WALL
ROOF EDGE
1/2" OSB SHTG.
TRUSSES 2" OC
ALUM. SOFFIT
ATTIC VENTS

6/12 SLOPE

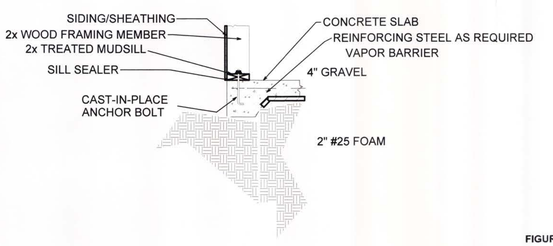


R-49 CEILING
VAPOR BARRIER
5/8 SHEETROCK




For SI: 1 inch = 25.4 mm, 1 foot = 304.8 mm.

FIGURE R602.10.6.4METHOD CS-PF—CONTINUOUSLY SHEATHED PORTAL FRAME PANEL CONSTRUCTION

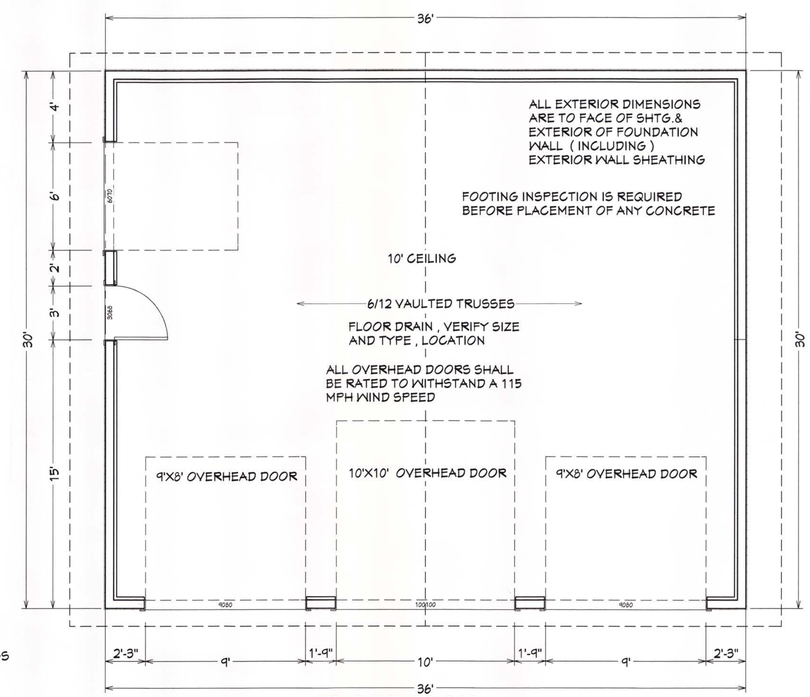



## WALL SECTION

NO SCALE

FASTENERS USED IN PRESSURE
TREATED LUMBER SHALL BE
HOT-DIPPED GALVANIZED STEEL,
STAINLESS STEEL,SILICON
BRONZE, OR COPPER

EXTERIOR DOOR ROUGH OPENINGS
3/0X6/8 = 3'-2 1/2" X 6' 10 1/4"
2/8X6/8 = 2' 10 1/2" X 6' 10 1/4"




## FLOOR PLAN

SCALE 1/4" = 1' 0"


CHADDERDON LUMBER, INC.
1300 CANNON CIRCLE FARIBAULT,MN. 55021-3626
PHONE: (507)334-5571 FAX: (507)334-1099



Chadderdon Lumber, Inc. assumes no responsibilty for structural or dimensional errors or omissions. The contractor and/or owner must verify and check all notes, details, elevations, sections, and floor plans and notify Chadderdon Lumber, Inc. of any errors or omissions for possible correction prior to start of construction. No warranties express or implied including compliance of this plan with applicable building code requirements are made


KENNETH LAKE NEW GARAGE

2700 WESTERN AVE NORTH FBLT

DRAWN BY: STEVEN LIPINSKI

PAGE:

DATE:

SCALE: PER PLAN

#1

# Request for Council Action

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **THROUGH:** | Tim Murray, City Administrator |
| **FROM:** | Deanna Kuennen, Community & Economic Development Director |
| **MEETING DATE:** | September 27, 2022 |
| **SUBJECT:** | Ordinance 2022-31 Authorizing Disposal By Sale of Real Property Owned by City Identified as Lot 1, Block 1, RIVERCHASE ADDITION - First Reading |

---

**Background:**

Chapter 12.04 of the City Charter requires that the City Council, by a 5/7ths vote, pass an ordinance to authorize the sale of City-owned land. The attached Ordinance authorizes the conveyance of Lot 1, Block 1, RIVERCHASE ADDITION, to Riverchase Faribault LLC, pursuant to the terms of the Purchase and Development Agreement entered into between the parties.

**Recommendation:**

Approve Ordinance 2022-31 Authorizing Disposal By Sale of Real Property Owned by the City Identified as Lot 1, Block 1, RIVERCHASE ADDITION on 1st Reading

**Attachments:**

1. Ordinance 2022-31 Authorizing Disposal of Real Property owned by the City Identified as Lot 1, Block 1, RIVERCHASE ADDITION

***CITY OF FARIBAULT***
***ORDINANCE NO. 2022-31***

***AUTHORIZING DISPOSAL BY SALE OF REAL PROPERTY OWNED BY CITY IDENTIFIED AS LOT 1, BLOCK 1 RIVERCHASE ADDITION***

***WHEREAS,*** the City of Faribault ("City") is the owner of real property legally described as follow:

Lot 1, Block 1 RIVERCHASE ADDITION, Rice County, Minnesota

hereinafter the "Property"; and

**WHEREAS,** the City acquired the Property but it is no longer needed for City purposes; and

**WHEREAS,** the City desires that the Property be returned to private ownership; and

**WHEREAS,** the City has received an offer to purchase the Property for the construction of a multifamily housing development project; and

**WHEREAS,** the City desires to sell the Property pursuant to the terms of such purchase offer.

***NOW, THEREFORE, THE CITY OF FARIBAULT, RICE COUNTY, MINNESOTA, HEREBY ORDAINS:***

**SECTION 1.** An uncodified City ordinance is adopted pursuant to Chapter 12.04 of the Faribault City Charter to provide as follows:

Subdivision 1. The recitals set forth in this Ordinance are incorporated into and made a part of this Ordinance.

Subdivision 2. The City owns the Property located in Rice County, Minnesota, with the legal description of the Property being as follows:

Lot 1, Block 1 RIVERCHASE ADDITION, Rice County, Minnesota.

Subdivision 3. The City Council has determined that conveyance of the Property will further the public interest and welfare.

Subdivision 4. As provided by Section 12.04 of the Faribault City Charter, the City Council authorizes conveyance of the Property to Riverchase Faribault LLC, a Minnesota limited liability company, under the laws of the State of Minnesota, pursuant to the terms of the Purchase and Development Agreement entered into between the City and Riverchase Faribault LLC.

Subdivision 5. The Mayor and City Administrator, staff and consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Ordinance.

**SECTION 2.** This ordinance shall take effect and be in force after its passage and publication, in accordance with Section 3.05 of the City Charter.

First Reading: September 27, 2022

Second Reading: October 4, 2022

Publication Date: October ___, 2022

**Faribault City Council**

_____

**Kevin F. Voracek, Mayor**

**ATTEST:**

_____

**Timothy C. Murray, City Administrator**

# Request for Council Action

| | |
|---|---|
| **TO:** | Mayor and City Council |
| **THROUGH:** | Tim Murray, City Administrator |
| **FROM:** | Deanna Kuennen, Community & Economic Development Director |
| **MEETING DATE:** | September 27, 2022 |
| **SUBJECT:** | Ordinance 2022-32 Authorizing Disposal By Sale of Real Property Owned by City to be Platted as Lots 1 through 3, Block 1, FARIBAULT APARTMENTS - First Reading |

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**Background:**

Chapter 12.04 of the City Charter requires that the City Council, by a 5/7ths vote, pass an ordinance to authorize the sale of City-owned land. The attached Ordinance authorizes the conveyance of property to be platted as Lots 1 through 3, Block 1, FARIBAULT APARTMENTS to Faribault Apartments LLC, pursuant to the terms of the Purchase and Development Agreement entered into between the parties.

**Recommendation:**

Approve Ordinance 2022-32 Authorizing Disposal By Sale of Real Property Owned by the City to be Platted as Lots 1 through 3, Block 1, FARIBAULT APARTMENTS on 1st Reading

**Attachments:**

1. Ordinance 2022-32 Authorizing Disposal by Sale of Real Property Owned by the City to be Platted as Lots 1 Through 3, Block 1, FARIBAULT APARTMENTS

***CITY OF FARIBAULT***
***ORDINANCE NO. 2022-32***

**AUTHORIZING DISPOSAL BY SALE OF REAL PROPERTY OWNED BY CITY IDENTIFIED AS THE EAST 720.00 FEET OF THE NORTH QUARTER (N 1/4) OF THE NORTHWEST QUARTER (NW 1/4) OF SECTION 7, TOWNSHIP 109, RANGE 20, RICE COUNTY, MINNESOTA**

**[TO BE PLATTED AS LOTS 1 THROUGH 3, BLOCK 1, FARIBAULT APARTMENTS]**

***WHEREAS,*** the City of Faribault ("City") is the owner of real property legally described as follow:

> The East 720.00 feet of the North Quarter (N 1/4) of the Northwest Quarter (NW 1/4) of Section 7, Township 109, Range 20, Rice County, Minnesota
>
> [to be platted as Lots 1 through 3, Block 1, FARIBAULT APARTMENTS]
>
> hereinafter the "Property"; and

**WHEREAS,** the City acquired the Property but it is no longer needed for City purposes; and

**WHEREAS,** the City desires that the Property be returned to private ownership; and

**WHEREAS,** the City has received an offer to purchase the Property for the construction of a multifamily housing development project; and

**WHEREAS,** the City desires to sell the Property pursuant to the terms of such purchase offer.

***NOW, THEREFORE, THE CITY OF FARIBAULT, RICE COUNTY, MINNESOTA, HEREBY ORDAINS:***

**SECTION 1.** An uncodified City ordinance is adopted pursuant to Chapter 12.04 of the Faribault City Charter to provide as follows:

> Subdivision 1. The recitals set forth in this Ordinance are incorporated into and made a part of this Ordinance.

Subdivision 2. The City owns the Property located in Rice County, Minnesota, with the legal description of the Property being as follows:

The East 720.00 feet of the North Quarter (N 1/4) of the Northwest Quarter (NW 1/4) of Section 7, Township 109, Range 20, Rice County, Minnesota

[to be platted as Lots 1 through 3, Block 1, FARIBAULT APARTMENTS]

Subdivision 3. The City Council has determined that conveyance of the Property will further the public interest and welfare.

Subdivision 4. As provided by Section 12.04 of the Faribault City Charter, the City Council authorizes conveyance of the Property to Faribault Apartments LLC, a Minnesota limited liability company, under the laws of the State of Minnesota, pursuant to the terms of the Purchase and Development Agreement entered into between the City and Faribault Apartments LLC.

Subdivision 5. The Mayor and City Administrator, staff and consultants are hereby authorized and directed to take any and all additional steps and actions necessary or convenient in order to accomplish the intent of this Ordinance.

**SECTION 2.** This ordinance shall take effect and be in force after its passage and publication, in accordance with Section 3.05 of the City Charter.

First Reading: September 27, 2022

Second Reading: October 4, 2022

Publication Date: October ___, 2022

**Faribault City Council**

_____

**Kevin F. Voracek, Mayor**

**ATTEST:**

_____

**Timothy C. Murray, City Administrator**

**CITY OF FARIBAULT**
**MAJOR FUND FINANCIAL SUMMARY REPORT**
**8 MONTHS ENDING August 31, 2022**
**66.67%**

## GENERAL FUND

| Revenues | Actual FY 2021 | Annual Budget FY 2022 | Actual to Date FY 2022 | YTD % Collected |
|---|---|---|---|---|
| Taxes | $ 8,939,162 | $ 9,143,005 | $ 4,838,495 | 52.92% |
| Permit & Licenses | 489,278 | 478,700 | 363,008 | 75.83% |
| Intergovernmental Revenue | 8,498,397 | 7,201,403 | 4,882,947 | 67.81% |
| Charges for Services | 1,174,927 | 1,404,234 | 710,252 | 50.58% |
| Fines & Forfeits | 152,720 | 141,000 | 80,110 | 56.82% |
| Miscellaneous Revenue | 89,673 | 167,320 | (222,126) | -132.76% |
| Total | $ 19,344,157 | $ 18,535,662 | $ 10,652,685 | 57.47% |
| | | | | |
| **Expenditures** | | | | |
| Council | $ 644,599 | $ 448,946 | $ 292,852 | 65.23% |
| City Administration | 281,772 | 299,358 | 183,848 | 61.41% |
| Elections | 1,620 | 27,003 | 22,167 | 82.09% |
| Finance Administration | 483,072 | 441,159 | 299,750 | 67.95% |
| Information Services | 219,467 | 224,764 | 133,769 | 59.52% |
| Legal Services | 231,411 | 282,650 | 168,641 | 59.66% |
| Personnel Administration | 257,573 | 302,489 | 195,764 | 64.72% |
| Planning & Zoning | 407,174 | 451,266 | 278,670 | 61.75% |
| City Hall Maintenance | 182,791 | 199,412 | 120,761 | 60.56% |
| Police Administration | 1,061,121 | 1,038,141 | 733,345 | 70.64% |
| Criminal Investigation | 995,407 | 1,075,770 | 647,338 | 60.17% |
| Uniform Patrol | 3,260,829 | 3,365,400 | 2,025,418 | 60.18% |
| Police Records | 463,241 | 387,765 | 235,890 | 60.83% |
| Fire Administration | 269,029 | 281,313 | 182,485 | 64.87% |
| Fire Supression | 1,370,315 | 1,447,113 | 873,206 | 60.34% |
| Code Enforcement -Inspection | 510,522 | 550,579 | 303,124 | 55.06% |
| Emergency Management | 3,537 | 6,500 | 4,624 | 71.13% |
| Community Services | 249,595 | 289,116 | 155,272 | 53.71% |
| Public Works Administration | 105,765 | 116,525 | 68,073 | 58.42% |
| Street Maintenance Projects | 1,402,794 | 1,485,405 | 930,271 | 62.63% |
| Ice & Snow Removal | 118,371 | 125,000 | 104,968 | 83.97% |
| Equipment Maintenance | 294,804 | 296,069 | 216,336 | 73.07% |
| Street Lighting | 251,087 | 290,500 | 163,804 | 56.39% |
| Traffic Signs & Signals | 38,880 | 48,947 | 29,743 | 60.77% |
| Engineering | 556,596 | 627,840 | 372,445 | 59.32% |
| Community Center Administration | 660,334 | 681,588 | 406,002 | 59.57% |
| Community Center Building | 492,656 | 561,988 | 363,999 | 64.77% |
| Aquatic Center | 312,744 | 346,565 | 328,004 | 94.64% |
| Washington Center | 47,100 | 65,438 | 45,224 | 69.11% |
| Soccer Complex | 38,298 | 36,557 | 18,344 | 50.18% |
| Adult Programs | 135,362 | 155,158 | 90,489 | 58.32% |
| Youth Programs | 129,655 | 144,020 | 101,253 | 70.31% |
| Parks | 1,078,050 | 1,128,480 | 684,740 | 60.68% |
| Library | 1,135,629 | 1,217,621 | 750,104 | 61.60% |
| Miscellaneous Unallocated | 395,427 | 89,674 | 40,000 | 44.61% |
| Mass Transit | - | 19,600 | - | 0.00% |
| Total | $ 18,086,625 | $ 18,555,719 | $ 11,570,721 | 62.36% |
| | 1,257,532 | (20,057) | (918,036) | |
| * transfer to capital funds | (1,715,848) | | | |
| YTD Fund Balance Increase (Decrease) | (458,316) | | | |

**CITY OF FARIBAULT**
**MAJOR FUND FINANCIAL SUMMARY REPORT**
**8 MONTHS ENDING August 31, 2022**
**66.67%**

## WATER FUND

| Revenues | Actual FY 2021 | Annual Budget FY 2022 | Actual to Date FY 2022 | YTD % Collected |
|---|---|---|---|---|
| Charges for Services | $ 3,722,553 | $ 3,902,687 | $ 2,751,672 | 70.51% |
| Miscellaneous Revenue | 79,903 | 125,700 | (77,615) | -61.75% |
| Other Sources | 2,125 | - | - | |
| Total | $ 3,804,580 | $ 4,028,387 | $ 2,674,057 | 66.38% |
| **Expenses** | | | | |
| Personnel Services | $ 509,785 | $ 574,003 | $ 350,145 | 61.00% |
| Supplies | 333,437 | 348,300 | 281,936 | 80.95% |
| Other Services & Charges | 814,069 | 692,374 | 476,260 | 68.79% |
| Capital Outlay | - | 1,978,312 | 1,256,887 | 63.53% |
| Debt Service | 82,509 | 563,383 | 87,215 | 15.48% |
| Other Uses | 678,499 | 90,000 | 60,000 | 66.67% |
| Total | $ 2,418,299 | $ 4,246,372 | $ 2,512,443 | 59.17% |
| YTD Fund Balance Increase (Decrease) | 1,386,281 | (217,985) | 161,614 | |
| Depreciation | (676,870) | (1,100,000) | (733,333) | |
| YTD Fund Balance Increase (Decrease) with depreciation | 709,408 | | (571,719) | |

## SEWER FUND

| Revenues | Actual FY 2021 | Annual Budget FY 2022 | Actual to Date FY 2022 | YTD % Collected |
|---|---|---|---|---|
| Charges for Services | $ 6,295,466 | $ 5,385,000 | $ 4,427,770 | 82.22% |
| Fines & Forfeits | $ 13,698 | $ - | $ 29,238 | 0% |
| Miscellaneous Revenue | 57,954 | 205,000 | (457,814) | -223.32% |
| Other Sources | 1,723,878 | - | - | 0.00% |
| Total | $ 8,090,996 | $ 5,590,000 | $ 3,999,194 | 71.54% |
| **Expenses** | | | | |
| Sewer Collection | | | | |
| Personnel Services | $ 373,762 | $ 525,552 | $ 319,845 | 60.86% |
| Supplies | 61,964 | 96,737 | 56,088 | 57.98% |
| Other Services & Charges | 776,254 | 303,643 | 113,569 | 37.40% |
| Capital Outlay | - | 1,085,385 | 113,789 | 10.48% |
| Other Uses | 105,000 | 55,838 | 70,000 | 125.36% |
| Water Reclamation Plant | | | | |
| Personnel Services | 954,701 | 951,546 | 620,087 | 65.17% |
| Supplies | 393,159 | 377,050 | 191,506 | 50.79% |
| Other Services & Charges | 484,827.18 | 1,034,643 | 637,521 | 61.62% |
| Capital Outlay | - | 272,899 | 141,444 | 51.83% |
| Debt Service | 292,622 | 1,497,156 | 273,156 | 18.24% |
| Other Uses | 105,000 | 105,000 | 70,000 | 66.67% |
| Total | $ 3,547,290 | $ 6,305,449 | $ 2,607,005 | 41.35% |
| YTD Fund Balance Increase (Decrease) | 4,543,706 | (715,449) | 1,392,189 | |
| Depreciation | (1,697,010) | (1,905,000) | (1,270,000) | |
| YTD Fund Balance Increase (Decrease) with depreciation | 2,846,698 | | 122,189 | |

## STORM WATER FUND

| Revenues | Preliminary FY 2021 | Annual Budget FY 2022 | Actual to Date FY 2022 | YTD % Collected |
|---|---|---|---|---|
| Charges for Services | $ 1,138,076 | $ 1,282,004 | $ 940,321 | 73.35% |
| Miscellaneous Revenue | 147,012 | 192,000 | (153,154) | -79.77% |
| Intergovernmental | - | 150,000 | - | |
| Total | $ 1,285,087 | $ 1,624,004 | $ 787,167 | 48.47% |
| **Expenses** | | | | |
| Personnel Services | $ 229,630 | $ 247,653 | $ 144,758 | 58.45% |
| Supplies | 29,584 | 38,650 | 18,090 | 46.80% |
| Other Services & Charges | 205,430 | 172,282 | 126,703 | 73.54% |
| Capital Outlay | - | 1,795,000 | - | 0.00% |
| Other Uses | 35,025 | - | - | |
| Total | $ 499,669 | $ 2,253,585 | $ 289,551 | 12.85% |
| YTD Fund Balance Increase (Decrease) | 785,419 | (629,581) | 497,616 | |
| Depreciation | (321,725) | (400,000) | (266,667) | |
| YTD Fund Balance Increase (Decrease) with depreciation | 463,694 | | 230,950 | |

**CITY OF FARIBAULT**
**MAJOR FUND FINANCIAL SUMMARY REPORT**
**8 MONTHS ENDING August 31, 2022**
**66.67%**

## CASH AND INVESTMENTS

| | | | | | |
|---|---|---|---|---|---|
| 101 | General Fund | 9,681,775 | | | Average interest Rate |
| | Fire Insurance Escrow | 40,371 | Wells Fargo | 194,688 | 0.40% |
| 210 | Charitable Gambling Board | 48,946 | 4M Fund | 110,882 | 1.92% |
| 211 | City Rental Property Mgmt | 88,801 | State Bank of Faribault | 3,369,173 | 1.69% |
| 215 | Public Safety Programs | 42,651 | Citizens Community Federal | 5,084,365 | 2.07% |
| 217 | Library Estate Donation | 2,704,739 | RBC | 34,812,883 | 1.75% |
| 225 | Airport | 561,145 | Oppenheimer | 6,396,646 | 1.62% |
| 240 | Community Development | 155,985 | | $ 49,968,638 | |
| 241 | Public Housing | 198,268 | | | |
| | Security Deposits Escrow | 16,764 | | | |
| 243 | Industrial Development Loan | 255,783 | | | |
| 244 | Rental Housing Rehabilitation | 191,253 | Petty cash (on hand) | 1,202 | |
| 247 | SCDP Revolving Loans | 342,246 | Escrow Accounts | 73,322 | 2.08% |
| 248 | Federal MIF Loans | 633,819 | | $ 74,524 | |
| 249 | Minnesota Investment Fund | 14,243 | | | |
| 254 | CRV Rehabilitation Program | 57,839 | | | |
| 263-272 | TIF Districts | 165,588 | | | |
| 280 | Faribault HRA | 1,161,251 | | | |
| 290 | Economic Development Authority | 1,409,077 | TOTAL CASH | $ 50,043,162 | |
| 292 | EDA Revolving Fund | 396,860 | | | |
| 344-349 | Debt Service Funds | 2,529,400 | | | |
| 360 | Equipment Certificates | 239,079 | | | |
| 401 | Street Improvement Projects | 3,556,433 | | | |
| 404 | Park Land Dedication | 871,041 | | | |
| 431 | Capital Replacement Fund | 1,733,449 | | | |
| 437 | Public Facility Projects | (119,933) | | | |
| 469 | 2018 Construction Projects | 766,333 | | | |
| 472 | 30th St NW & TH3 | (132,147) | | | |
| 473 | 2020 Construction Projects | (426,904) | | | |
| 475 | I-35/CSAH 9 Interchange | (2,022) | | | |
| 476 | 2022 Construction Projects | (450,199) | | | |
| 477 | 2023 Construction Projects | (460) | | | |
| 601 | Water Fund | 6,808,056 | | | |
| 602 | Sewer Fund | 11,437,513 | | | |
| 603 | Storm Water Fund | 3,569,216 | | | |
| 704 | Worker's Compensation | 252,072 | | | |
| 705 | Property Liability Reserve | 140,254 | | | |
| 873 | Roberds Lake Sewer District | 11,173 | | | |
| 897 | Elderly Housing Corporation | 467,409 | | | |
| 898 | Robinwood Manor | 609,808 | | | |
| | Escrow Account | 16,187 | | | |
| | Total | $ 50,043,162 | | | |