



**City Council Work Session
Tuesday, November 1, 2022 at 6:00 PM
Public Meeting Room**

AGENDA

- 1. Call to Order**
- 2. Items for Discussion**
 - A. Utility Service Line Responsibility
 - B. Cross Country Soaring Request
 - C. Traffic Studies
 - D. 2023 Snow & Ice Control Guidelines Review
 - E. Review of Charter Commission Discussion Items
- 3. Future Discussion**
- 4. Adjournment**

(The Council may meet as a group for dinner)

Please contact the City Administrator's Office if you need special accommodations while attending this meeting



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: November 1, 2022
SUBJECT: Utility Service Line Responsibility

Discussion:

Chapter 28 of the City Code establishes responsibility of utility service lines. Under the code section, responsibility for the lines is as follows:

Sec. 28-51. - City not responsible.

(a)The city shall not be responsible for water pipes or fixtures beyond the water main. Consumers of the municipal water system shall keep their service pipes, fixtures and connections in good order at their expense.

(b)Repairs. Except as otherwise provided by written agreement with the city, after the initial connection has been made to the curb stop or the sewer lead the applicant, owner, occupant, or user of the premises shall be liable for all repairs required to any water line or any sanitary or storm sewer line necessary for connection of the premises to the property line, including any repairs necessary to the curb stopbox. It shall be the responsibility of the applicant, owner, occupant, or user to maintain the stopbox at such height as will ensure that it remains above the finished grade of the property.

(c)Failure of system. The city shall not be held liable at any time for any deficiency or failure in the supply of water to any customer whether the same be occasioned by shutting off the water for repairs or connections or for any cause whatever.

(Code 1971, § 28-17(c); Ord. No. 2004-25, § 1, 10-26-04)

A recent series of events at 109 4th Ave. SW resulted in the Council requesting to revisit this subject. In March, the property owner contacted Public Works to report low water pressure. Utilities staff made a site visit and observed a water leak at the residence. Upon being notified of the leak, repairs were made by the property owner to the yard section (to the curb stop) of the water service. There is no record of a plumbing permit

for this work. The leak was still present after the yard section of the line was repaired.

In August, repairs were made to the water service from the curb stop to the main, the leak stopped and water pressure was restored. These repairs totaled \$29,901.82. At the time, the property owner elected to enter a petition and waiver agreement to have the cost assessed to the property. At the October 25th Council Meeting, the applicant requested that the City consider reviewing the matter further.

Staff has researched the topic of service line responsibility in Albert Lea, Austin, Le Sueur, Mankato, Northfield, Owatonna, Red Wing, St. Peter and Waseca. All of the cities have the same ownership responsibilities as Faribault with the exception of Albert Lea, where the property owner owns the sanitary to the main and the water from the property to the curb stop. In Northfield, the City is responsible for repairs to services over ¾" in diameter or constructed of certain materials which are of a modern design. Faribault's responsibility is typical when compared to many cities across the State.

The following table is the number of right-of-way permits issued for water/sewer service repairs and petition and waivers received:

Year	Water Services	Sewer Services	Petition & Waivers
2020	5	1	0
2021	19	3	0
2022	8	0	2

The following are options for the Council to consider:

1. Leave the responsibility as is.
2. Change responsibility of the water service by the property owner to the property line (curb stop) and sanitary service to the main.
3. Leave the responsibility as is and the City will be responsible for street restoration with material costs only billed to the property owner.
4. Leave the responsibility as is but place a cap on the property owner's financial responsibility.
5. Leave the responsibility as is and amend Resolution 2009-148 to include longer repayment terms to the petition and waiver and City is responsible for street restoration with material costs only billed to the property owner.

In conclusion, the current service line responsibility in Chapter 28 is the norm throughout the state. If any changes are made to the current responsibility, staff's recommendation is number five. Often, street restoration adds significant costs to these repairs. The City has the staff and resources that are more efficient at performing repairs of this type than a larger pavement contractor.

Attachments:

1. Code Sections
2. Owatonna Service Lines
3. Petition and Waiver Requests
4. Res. 2009-148

City of Mankato

Sec. 3.04. Rules and Regulations Relating to Municipal Utilities.

Subd. 17. Financial Responsibility of Service Lines. All cost for maintenance and abandonment of utility service lines is the responsibility of the property owner, from the water main including the corporation and from the sewer main including the wye connection to a point of connection to the owner's building.

(Ord. of 2-8-2010)

City of Albert Lea

Sec. 44.050. Repair of leaks.

It is the responsibility of the consumer or owner to maintain the water service pipe from the curb stop into the house or other building. If any consumer or owner fails to repair any leak occurring in his service pipe within twenty-four (24) hours after oral or written notice has been given to the owner or occupant of the premises, the water may be shut off and will not be turned on until a reconnection charge has been paid and the water service has been repaired. When the waste of water is great or when damage is likely to result from the leak, the water shall be turned off if the repair is not begun immediately.

(Code 1980, § 3.40, subd. 2; Code 1997, § 66-48)

City of St. Peter

Sec. 52-188. Repair of leaks and damages.

For all water service lines that meet City standards, it is the responsibility of the property owner to maintain the water service line from the property or utility easement line to the point of termination. In case of failure upon the part of any owner to repair any leak or damage to the water service or its appurtenances within 24 hours after written notice has been given the owner or occupant of the premises, the water may be shut off and will not be turned on until a re-connection charge has been paid and the water service has been repaired. Upon the determination of necessity by the Director of Public Works, water may be turned off without further notice.

(Code 1989, § 3.10; Ord. No. 120(2nd Ser.), § 1, 6-9-1986; Ord. No. 167(2nd Ser.), §§ 1, 2, 3-13-1989; Ord. No. 294(2nd Ser.), §§ 4, 5, 5-26-1998)

City of Northfield

Sec. 82-75. Repair of leaks.

(a) *Responsibility of owner.*

- (1) Except as provided in subsection (b) of this section, the property owner shall be responsible for maintaining the water service pipe to the owner's building. The property owner shall be responsible for detecting and repairing leaks in the service pipe. Leaks shall be repaired immediately. The city shall not be responsible for detecting leaks or notifying the owner of leaks in the service pipe. However, if the property owner fails to repair any leak in such service pipe within 24 hours after written or oral notice by the city, the city may turn the water off. The water shall not be turned on again until repairs have been made and inspected by the city and a fee, as established by the city council from time to time by

resolution, has been paid to the city. When the waste of water is great or damage is likely to result from the leak and repair is not commenced immediately, the city shall turn the water off immediately upon the giving of notice. The owner shall be responsible for all damage caused by any water leaks.

- (2) If a water service under repair is lead or galvanized material or copper under three-fourths inch in diameter, the entire service from the water main to the building shall be replaced at the expense of the property owner. The replacement requirement may be waived by the water superintendent when a capital improvement project which would replace the service is scheduled within three years of the detection of the leak, in which case the service may be repaired and not replaced until construction of such capital improvement project.

(b) *Responsibility of city.* The city's responsibility for repair of leaks is as follows:

If a water service pipe under repair is copper of three-fourths inch in diameter or greater, cast iron, ductile iron or 200 psi purecore plastic pipe, the city shall repair leaks in service pipes from the water main to either the property line or one foot from the curb box (street side), whichever is closer to the water main.

(Code 1986, § 1405:35(4); Ord. No. 857, 5-7-2007)

City of Le Sueur

§ 52.09 RESPONSIBILITY OF CUSTOMERS FOR PROPER MAINTENANCE AND USE OF SERVICE PIPES AND THE LIKE.

Each customer of the city water supply system shall be responsible for the proper maintenance and use of pipes which connect premises owned or occupied by him or her to the city water mains, and for the proper maintenance and use of all appliances and installations connected to or served by the service pipes; and shall be liable to the city for any damages caused to its mains by reason of any improper maintenance or use.

(1973 Code, § 16-21) (Ord. 167, passed 8-27-1896)

City of Red Wing

Subd. 4. Repair or Replacement of Service Lines or Appurtenances. A. The City shall have the sole authority to repair or replace, at the owner's expense, any service lines or appurtenances thereto on public property that due to damage or faulty condition are leaking or inoperable. The City need not obtain a property owner's permission to make such repairs.

City of Waseca

50.04 RULES AND REGULATIONS REGARDING MUNICIPAL UTILITIES

(F) Ownership of all municipal utilities, plants, lines and mains shall be and remain in the city and no person shall own any part or portion thereof, except property owners own and maintain service lines from water and sewer mains including connections to the mains.

WHAT'S COVERED

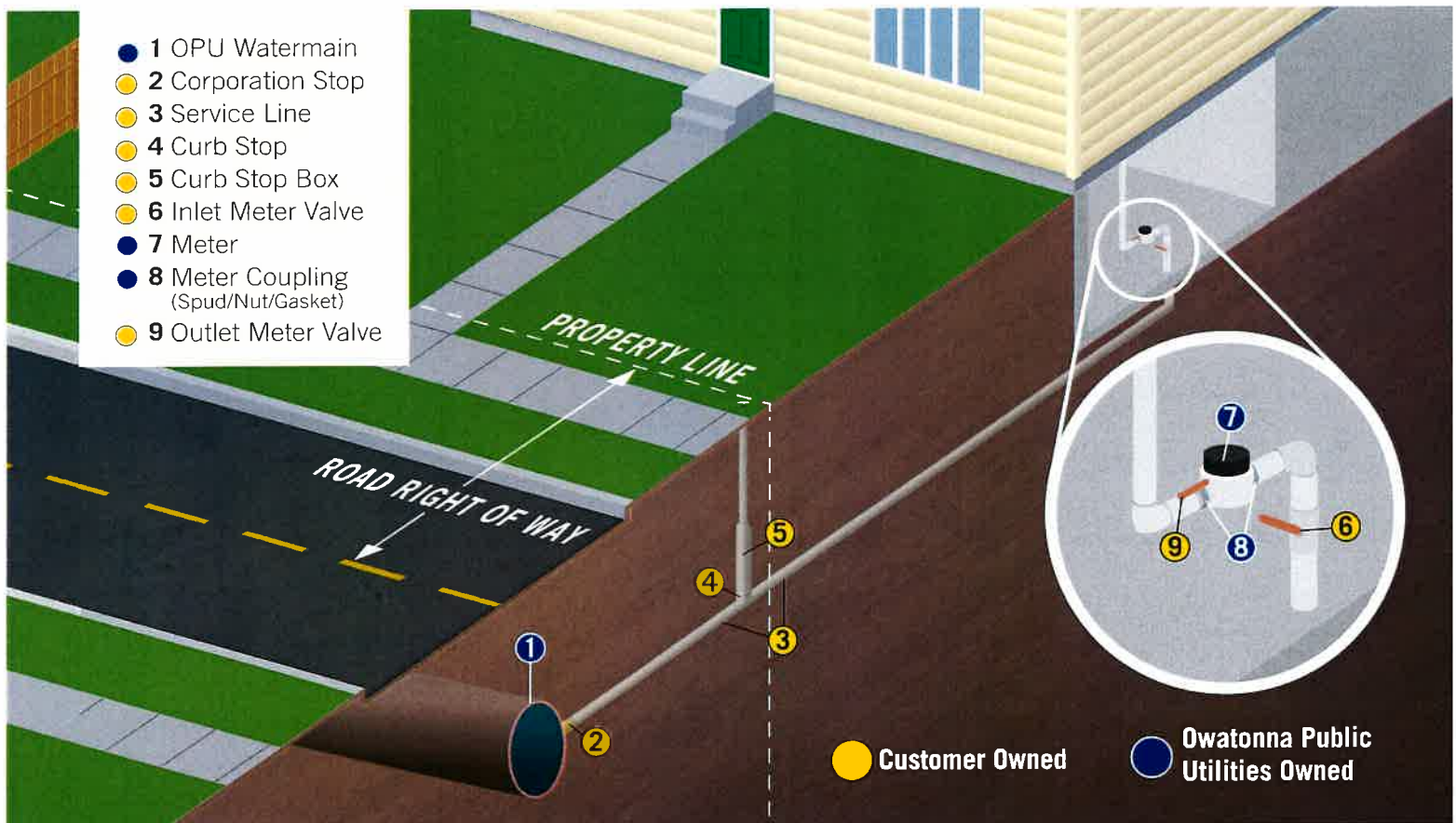
SERVICES COVERED

- Thawing a frozen water service line once/year.
- Repairing or replacing water service line from the **② Corporation Stop** to the **⑥ Inlet Meter Valve**.
- Restoration of the road right-of-way, including street, curb, public sidewalk, boulevard and driveway approach.
- Backfilling of trench created by maintenance work between the property line and building.

For complete requirements, limitations, terms and conditions, and more, visit <https://www.owatonnautilities.com/residential-customers/residential-programs/water-service-line-protection-program/>

NOT COVERED

- Incidental or consequential damage resulting from water service line break or leak.
- Repair of customer-owned utilities, irrigation systems, dog fences, etc.
- Restoration from property line to building.
- Restoration inside building.
- Required service line upgrades in conjunction with street projects.
- Improperly installed service lines.
- Pre-existing conditions.



This drawing displays a typical service and is not to scale.

PETITION & WAIVER REQUEST FOR WATER SERVICE REPLACEMENT

Year	Address	Cost
2010	4 3rd Ave NW	\$ 6,000.00
2014	500 11th St SW	\$ 7,200.00
2018	601 4th Ave SW	\$ 10,000.00
2019	932 1st Ave NW	\$ 8,500.00
2022	523 7th St NW	\$ 11,250.00 * Additional \$10,000 covered by insurance
2022	1325 George L Street	\$ 2,000.00

CITY OF FARIBAULT

RESOLUTION # 2009-148

**APPROVING USE OF MISCELLANEOUS ASSESSMENT PROCESS BY
PETITION AND WAIVER FOR FINANCING REPLACEMENT OF WATER AND
SANITARY SEWER SERVICES USING MINNESOTA STATUE CHAPTER 429
AND THE COMMUNITY MANAGEMENT PLAN**

WHEREAS, the City has used the Miscellaneous Assessment Process for Sidewalk, Driveways and other Infrastructure Improvements, and;

WHEREAS, Minnesota Chapter 429 provides the legal basis for Cities to assess for various infrastructure improvements including water and sanitary sewer services, and;

WHEREAS, Minnesota Chapter 429 provides for petition and waiver process by benefitting property owners as one of the methods to initiate said improvements.

NOW, THEREFORE, THE CITY OF FARIBAULT RESOLVES:

Section 1. The City Council hereby approves use of the Petition and Waiver Process for financing reconstruction of water and sanitary sewer services.

Section 2. The City shall charge an interest rate based on 2% over our current bond rate as determined by the Finance Director.

Section 3. The term of the assessment shall be based on the following:

Amount	Repayment	Interest Rate
Under \$1,000	1 year	2% over bond rate
\$1,001 to \$3,000	2 years	2% over bond rate
\$3001 to \$7,500	5 years	2% over bond rate
Over \$7,500	10 years	2% over bond rate

Section 4. The City Administrator or his designee shall review and approve all such petitions and waivers as well as work therein.

Section 5. The City Administrator with assistance of the Finance Director shall include said petitions with rolls of other miscellaneous assessments to be approved by the City Council approval in Fall of each year.



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: November 1, 2022
SUBJECT: Cross Country Soaring Request

Discussion:

Don Ingraham owns Cross Country Soaring, LLC., a glider and flight school business that operates out of the Municipal Airport. In 2018, Mr. Ingraham began renting three (3) City-owned T-hangars which he used to operate his business out of until April 2020. From April 2020 until present he has rented one (1) hangar for the same purpose.

Mr. Ingraham currently owes a past due hangar rent amount of \$3,400.17 dating back to 2020 for the hangars and is requesting that the amount be waived for the reasons outlined in his attached request. Prior to submitting this request, Mr. Ingraham indicated that he intended to repay his past due amount owed. The Airport Advisory Board has taken the position of not supporting the request to waive the past due hangar rent. This position was taken prior to Mr. Ingraham submitting detailed information for his request.

Staff is looking for Council direction on waiving the past due amount.

Attachments:

1. Request
2. Past Due Amount
3. Hangar Rental Agreement Cross Country Soaring 8_15_2018
4. Correspondence

Travis Block

From: Don Ingraham <barefootsoaring@gmail.com>
Sent: Thursday, October 27, 2022 10:08 PM
To: Travis Block
Subject: Updated attachment for City Council

October 27th 2022

Hi Travis,

I added a BACKGROUND section to my attachment (see below). I want to make sure the City Council doesn't feel any pressure to agree with the AAB since the AAB knew nothing about why I was requesting this forgiveness. Thanks and please replace this version with the one I sent you yesterday.

Thanks!
Take care,
Don

October 27th 2022

Dear City Council,

My name is Don Ingraham. I own/operate Cross Country Soaring, Inc. , the glider flight school based at the Faribault Airport.

I have operated there since 2003. My contact information is as follows:

doningra@gmail.com
Call/text: 612-730-3905
4321 120th St W
Lonsdale, MN 55046

BACKGROUND:

I emailed Travis Block on October 12th and asked him how I would go about asking the City Council to forgive my 2020 hangar debt. I asked him if we could meet to discuss this. He replied to me on October 17th and we met the next day on the 18th. He mentioned at this meeting that he had met with the Airport Advisory Board a few days earlier and asked the board for a vote on whether I should pay the amount owed. They agreed I should pay the amount owed.

I mention this to make sure the City Council understands that the Airport Advisory Board decision was made without any of the information below in front of them. I was not invited to this meeting and no one at the meeting knew why I was making this request.

Any decision the City Council makes today does not override the decision of the Airport Advisory Board since they had none of the facts below. They were essentially asked debts should be repaid and they replied yes.

SUBJECT:

Why I am asking for the eight months of 2020 winter hangar rental (which I did not want or need) to be forgiven.

OUTLINE:

1. Stein Air bought my hangar spot and the city rented me three T-hangars for my aircraft. I thought it was understood with the city, based on extensive meetings with the EDA and a few with the city council, that making multiple hangar payments over the winter wasn't feasible for a small seasonal business like mine.

2. After renting the three hangars from April through October, Theresa Manz told me in November of 2019 that the hangars would likely be rented out to someone else and I would lose them for good if I didn't keep them over the winter. I only needed one hangar (gliders disassemble) but agreed to pay so I could stay in business. I planned to pay the winter hangar fees when I began operating in the Spring of 2020.

3. Enter Covid in the Spring of 2020. A glider cockpit is a bad place to spend with strangers during a pandemic. I stayed closed all year and half of 2021. I sold one of my two gliders to make ends meet and I lost the two hangars anyway in June.

4. I had asked airport manager Jerry Serres in November to let me know if anyone wanted one or both of the hangars so I could maybe strike a deal with them about getting them back in April. I never heard from Jerry all winter about a would-be renter and concluded that the hangars would not have brought in revenue for the city anyway.

In summary, the city went to great lengths to help me keep my business in Faribault. Then made it really hard with this winter hangar issue. Then Covid hit. The pandemic made payment all but impossible and I lost the hangars anyway in June. These hangars would not have produced revenue anyway. Hence my request for the winter of 2020 hangar rent to be forgiven.

MORE DETAIL:

When the city council voted to sell Stein Air the hangar spot I had been renting for 12 years, the council was assured by the EDA that my business would be accommodated elsewhere on the airfield. The council was told that I had a "plethora" of options. There was a dozen puzzled glider pilots at that meeting. We had no idea what the EDA was talking about. What other options?

After a number of meetings with the EDA, and mere days before beginning my move to Owatonna since there were no options for me at the Faribault Airport, the EDA generously offered my business a \$75K forgivable loan (over 5 years) towards building a new (\$240K) hangar. However, even with the loan, the price tag was too high for me since the gliding operation is a seasonal business, April through October. Making those winter hangar payments wasn't going to work. That was the deal breaker. So Owatonna was looking like the backup plan again.

Another solution was offered up: rent three T-hangars. One hangar for the tow plane/office (would be designated commercial) and the other two hangars for my two gliders. The two glider hangars were next to each other and I could remove a panel between them so one wing of each glider could actually protrude into the others hangar. Gliders have 60FT wings. It was awkward, but it worked.

Then, come November when I typically disassemble the two gliders and stow them in the one hangar with the tow plane, Theresa Manz emailed me and informed me that I would lose the two hangars unless I pay for them all winter. I explained I didn't need them and would have a hard time paying for them, but that didn't change anything. I decided my only choice was to raise prices in 2020 to pay the back-rent once I got up and operating in the Spring. I also emailed Jerry

Serres and asked him to let me know if anyone wanted one or both of the hangars. Jerry called me once saying someone wanted one, but then when I asked to talk to the person, Jerry said the deal had fallen through and they didn't buy the airplane they were going to hangar. I was hoping if someone wanted a hangar, it would be just for the winter and they could return it to me in the Spring. I never heard from Jerry again.

Anyway, Covid hit in the Spring of 2020 and I was shut down for a year and a half. I sold one glider and worked part time for UPS (outside in the fresh air) to make ends meet. Since I had never heard again from Jerry over the winter of 2020, I concluded the city didn't lose any revenue from those hangars since they would have remained empty anyway.

I have documentation to back up most of the correspondence I referenced.

Thank you.

DonIngraham



Cross Country Soaring Inc
[REDACTED]
[REDACTED]

Statement Date: 10/11/2022

Due Date: 10/11/2022

Customer No: 022203

PAST DUE NOTICE

PER THE CITY OF FARIBAULT'S FEE SCHEDULE, INVOICES THAT ARE 30 DAYS OR MORE PAST DUE ARE CHARGED A 10% LATE FEE.

<u>Invoice Description</u>	<u>Invoice No.</u>	<u>Invoice Date</u>	<u>Due Date</u>	<u>Invoice Amount</u>	<u>Balance Due</u>	<u>Penalty Charged</u>	<u>Total Due</u>
May	15270	5/1/2020	5/15/2020	699.00	178.35	0.00	178.35
June	15317	6/1/2020	6/15/2020	699.00	414.00	0.00	414.00
July	15381	7/1/2020	7/15/2020	699.00	414.00	0.00	414.00
	16807	8/2/2021	8/15/2021	285.00	285.00	0.00	285.00
	16881	9/1/2021	9/15/2021	285.00	285.00	0.00	285.00
Hangar Rent	17061	10/1/2021	10/15/2021	285.00	285.00	0.00	285.00
October Hangar Rent	17239	11/1/2021	11/15/2021	285.00	285.00	0.00	285.00
November Hangar Rent	17371	12/1/2021	12/15/2021	285.00	285.00	0.00	285.00
December Hangar Rent	18388	3/1/2022	3/15/2022	293.55	0.09	0.00	0.09
March Hangar Rent	25914	6/30/2022	7/7/2022	293.55	293.55	29.36	322.91
July 2022 Hangar Rents	26694	7/15/2022	8/1/2022	293.55	293.55	29.36	322.91
August 2022 Hangar Rental							

Continue to the next page . . .

PLEASE DETACH BOTTOM PORTION & REMIT WITH YOUR PAYMENT

For questions please contact us at (507) 334-2222

Customer Name: Cross Country Soaring Inc
Customer No: 022203
Account No: 0001396
Address: 4321 120 St W

Please remit payment by the due date to:

City of Faribault
208 NW First Avenue
Faribault, MN 55021

Due Date: 10/11/2022

Total Due: \$3,400.17

Amount Paid: _____



Cross Country Soaring Inc
[REDACTED]
[REDACTED]

Statement Date: 10/11/2022

Due Date: 10/11/2022

Customer No: 022203

PAST DUE NOTICE

September 2022 Hangar Rental 26785	8/15/2022	9/1/2022	293.55	293.55	29.36	322.91
Grand Total Due						\$3,400.17

HANGAR RENTAL AGREEMENT

In consideration of the provisions of this agreement, the City grants to the occupant, and the occupant accepts and takes the right to occupy and use a hangar space located at the Faribault Municipal Airport for aircraft storage. The right to occupy and use hangar space is subject to the terms and conditions of the provisions in this agreement.

This hangar rental agreement is made on: August 15, 2018

by and between the City of Faribault, a municipal corporation (the “City”) and the occupant set forth in Section 1 of this agreement (the “Occupant”);

SECTION 1 – OCCUPANT

- 1.1 Occupant Name: Cross Country Soaring Inc.
Occupant Address: 4321 120th Street West
 Lonsdale, MN 55046

Referred to as the “Occupant” in this document.

- 1.2 Registered Aircraft Owner/Lessee. The occupant must be a registered aircraft owner or lessee. The occupant must provide the City with a copy of aircraft registration and/or aircraft lease. These documents must be on file with the City prior to occupying a hangar. The occupant must inform the City of any changes in their status as to ownership or lease of an aircraft. From time to time, the City may require occupants to provide copies of their most recent aircraft registration.
- 1.3 Grace Period for Providing Registration/Lease Documentation. An existing hangar occupant must retain a valid aircraft registration or lease document to maintain possession of the hangar. There is an automatic sixty-day grace period for existing occupants to provide current aircraft registration or lease documents to the City. The City may, at its option, grant an additional sixty-day grace period to an existing occupant, if an existing occupant makes a written request and the City approves the request.

SECTION 2 – HANGAR

- 2.1 Hangar. This agreement is for Hangar’s # 441, 443 & 933, as identified on the map maintained by the City of Faribault Public Works Department.
- 2.2 Use of Hangar. The occupant has the right and privilege to use the hangar to store aircraft during the term of this agreement. The occupant’s rights and privileges to use the hangar only pertain to aircraft storage and to no other purpose without the prior written consent of the City, except that other items incident to the use of an aircraft may be stored therein.

The occupant has the right and privilege to use the hangar to operate a commercial glider business and store aircraft associated with that business during the term of this agreement. The Occupant's rights and privileges to use the hangar only pertain to the commercial glider business operations and associated aircraft storage and to no other purpose without the prior written consent of the City, except that other uses consistent with the operation of the glider business and other items incidental to the use of aircraft associated with the business stored therein may occur. Storage of an airplane owned by, or used in a business, where such use is incidental to the business, shall not be deemed commercial use of the hangar. The occupant may service and maintain occupant's aircraft, but may not service aircraft owned by others in the rented hangar space.

- 2.3 Hangar Door to be Closed. Occupant is responsible for ensuring the hangar doors are closed at all times when there is not activity taking place in or around the hangar that require the door(s) be open. Occupant is responsible for, and holds the City harmless from, any damage or destruction to the doors or to the hangar attributable to or caused wholly or partly by Occupant's failure to comply with this provision.
- 2.4 Condition of the Hangar. The occupant accepts the hangar in the condition existing on the date of this agreement. The City has no obligation to make any alteration, addition or improvement to the hangar.
- 2.5 Maintenance of the Hangar. The occupant, at occupant's own expense, must maintain the hangar in a safe, non-hazardous, neat, clean, and sanitary condition. No explosive, flammable or hazardous materials shall be stored in the leased hangar, provided, however, that materials incidental to the use and maintenance of the aircraft stored in the hangar may be kept in the hangar in such amounts as are reasonable for the above described purposes. Storage and use of such materials shall, at all times, comply with all federal, state and local laws, ordinances and regulations. Improper handling or disposal of hazardous materials shall be grounds for termination of this agreement.

The city, or its agent, will provide snow removal services to the area of the leased hangar and taxi-ways as close to the leased hangar entrance as possible, but the occupant will be primarily responsible for removal of snow and ice immediately in front of the leased premises.

The occupant is to report any maintenance concerns to the Airport Manager/FBO. If the manager is not available, occupant is to contact: Public Works Department, City of Faribault, 208 NW 1st Ave, Faribault, MN 55021, (507) 333-0360, or to another address or telephone number as may be assigned to the responsible department of the City.

- 2.6 Fixtures; Improvements. The occupant cannot attach or install any fixture in the hangar, nor can the occupant repair, reconstruct, enlarge, add to or alter the hangar or any part of the hangar, without prior written consent of the City. Any fixtures or improvements added will be at the occupant's sole expense.

- 2.7 Ownership. The hangar, and all structural repairs, improvements, alterations, or additions made by the occupant, and any fixtures permanently attached to the hangar during the term of this agreement, become and remain the property of the City.

SECTION 3 – PAYMENTS, OTHER OCCUPANT RESPONSIBILITIES

- 3.1 Term. The term of this agreement shall be one year. This agreement takes effect on the date hereof, and expires on December 31, 2019. This agreement will automatically renew on a month by month basis, beginning on the first day of month following the expiration date of this agreement, or on other date as described in this agreement. The agreement automatically renews for an unlimited number of additional one-month terms until the agreement is terminated for any of the reasons described in the termination section of this agreement. An additional monthly fee (as provided for in the City's adopted fee schedule) will be assessed after the expiration of this agreement, and until a new agreement is signed.
- 3.2 Payments. The occupant must pay the amount identified in the City's fee schedule to the City on or before the first day of each month. The City Council reviews, revises and adopts the fee schedule annually. So long as payments are received in a timely manner, this agreement will remain in effect. Payments are to be made at the time and place indicated on the monthly billing. Correspondence can be sent to: Public Works Department, City of Faribault, 208 NW 1st Ave, Faribault, MN 55021, and (507) 333-0360. Occupants are responsible for informing the City of any changes in billing address.
- 3.3 Utilities. No utilities may be connected to a hangar, other than electricity provided by the City, unless prior written consent is received from the City. In the case of additional permitted utilities, the occupant is responsible for promptly paying all charges for using utilities. Utilities include, but are not limited to: water, gas, electricity, telephone, rubbish removal, or any other utility used or consumed in connection with or in the hangar during the term of this agreement. The occupant must be able to, within a reasonable time after a request by the City, provide proof of utility payments to the City.
- 3.4 Taxes. Should a determination be made that the interest of the occupant in this agreement is taxable in any way, and should any tax be levied, the occupant is responsible for promptly paying the tax when due. The occupant must be able to, within a reasonable time after a request by the City, provide proof of tax payments to the City.
- 3.5 Mortgages; Assignment. The occupant cannot mortgage, encumber, assign as security, transfer, assign, or sublet their interest in this agreement, in whole or in part, without receiving prior written consent from the City. Violations of this provision will terminate this agreement.

SECTION 4 – CITY OF FARIBAULT RIGHTS, RESPONSIBILITIES

- 4.1 Inspection. The occupant must allow the City access to the hangar, for the purpose of conducting inspections of the hangar to determine whether the occupant is complying with the provisions of this agreement. The occupant may be a party to the compliance inspection; however, the City is not required to notify the occupant nor make any accommodation to the occupant before conducting compliance inspections.
- 4.2 Maintenance. The occupant must allow the City access to the hangar, for the purpose of conducting maintenance on the hangar. The occupant may be a party to access for maintenance purposes; however, the City is not required to notify the occupant of its intent to conduct maintenance.
- 4.3 Access to Aircraft. The City of Faribault will not operate, move, or otherwise change the position of any aircraft. The Fixed Base Operator, or occupant will be contacted to operate, move, or otherwise change the position of any aircraft, if such action is necessary for inspection or maintenance in a hangar. During periods of maintenance and/or inspection of hangars, should the aircraft need to be tied down on the apron, any fees that are or may be in place will be waived.
- 4.4 Residential Through The Fence Access. The City of Faribault will not permit or enter into any arrangements that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport.

SECTION 5 – TERMINATION PROVISIONS

- 5.1 Termination. Either party to this agreement may, at any time and for any reason, terminate this agreement upon thirty days advance written notice to the other party. Billing for final payment will include the last full month (including periods of more than fifteen days).
- 5.2 Default. In the event the occupant defaults in the performance of any provisions of this agreement and the default continues for a period of twenty days after service of written notice of the default by the City on the occupant, the City may repossess the hangar or any portion of it with or without terminating this agreement. Any such action by the City is done without prejudice to any other remedy for any payments due the City or other breach of agreement provision. In the case of default by the occupant, the City may, at it's option, terminate this agreement by giving written notice of the termination. The rights and remedies given to the City are deemed to be cumulative, and the exercise of one cannot be deemed to be an election by the City to exclude the exercise of any other right or remedy at a different time.
- 5.3 Destruction. In the event the hangar is destroyed by any cause, whether natural or man-made, or is rendered unusable for any reason (as determined by the City), this agreement immediately and without further action terminates. In such an event, the occupant is to surrender possession of the hangar to the City. The City is to refund any amounts paid by the occupant as consideration, for the month in which such destruction occurs. The

refund is to be equal to the proportion of the number of days in the month following the destruction to the number of days in the month.

- 5.4 Notice of Vacation. Prior to vacating the hangar for any reason, the occupant is to deliver to the City a notice of their intent to vacate the hangar. The occupant understands and agrees that up to five days before vacating the hangar and up to three days after vacating the hangar, the City may conduct vacation inspections to determine whether the occupant has complied with the provisions of this agreement. The occupant may be a party to the vacation inspection; however, the City is not required to make unreasonable accommodations in order to allow the occupant to be present at vacation inspections.
- 5.5 Removal of Items. The occupant cannot, under any circumstances, remove any property belonging to the City, including fixtures attached to and made part of the hangar, from the hangar.
- 5.6 Surrender of Possession. The occupant must peaceably vacate and quietly yield and surrender the hangar upon termination of this agreement. The occupant must surrender the hangar to the City in as good condition and repair as existed the date the occupant began using the hangar, with reasonable wear and tear excepted. Keys issued, as well as any copies that may have been made, must be given to the City upon termination.

SECTION 6 – OTHER PROVISIONS

6.1 Liability provisions; Indemnification; Insurance:

Notwithstanding anything to the contrary in this agreement, the City, its officers, agents, and employees shall not be liable or responsible in any manner to the occupant, occupant's successors or assigns, the occupant's contractor 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 of this agreement, nor will the occupant make any claim against the City for or on account of any injury, loss or damage resulting from the occupant's property or use thereof. The occupant, and the occupant's successors or assigns, agree to protect, defend and save the City, and its officers, 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 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.

The occupant shall obtain and keep current a liability insurance policy in at least the sum of \$1,000,000 (aggregate, \$500,000 each person) coverage. The occupant shall during the term of this agreement adequately insure against any loss or damage to the hangar premise in the amount required by the City in its sole discretion. The occupant's policy shall include the City as an additional insured, shall be in a form acceptable to the City

and shall provide insurance with respect to occupant's full indemnification and defense responsibilities contained in this agreement. All required insurance policies shall insure on an occurrence and not a claims-made basis, shall be issued by insurance companies which are reasonably acceptable to the City, and shall not be cancelable, reduced or materially changed unless thirty (30) days prior written notice shall have been given to the City. The occupant shall provide the City with a current certificate of liability insurance consistent with these requirements.

Additional insurance coverage applicable to the commercial operations shall be:

- A. Comprehensive general liability insurance protecting City against any and all liability by reason of the tenant's conduct incident to the use of the premises, or resulting from any accident occurring on or about the roads, driveways, parking areas, runways, taxiways, or other places used by the tenant at the Airport, caused by or arising out of any wrongful act or omission of tenant, in the amount of \$1,000,000. The City shall be named as an additional insured.
- B. Hangar keepers liability insurance in the minimum amount of \$1,000,000.
- C. Product liability insurance in the minimum amount of \$1,000,000.
- D. Passenger liability insurance in the minimum amount of \$1,000,000 per occurrence.
- E. Workers Compensation Insurance as required by State law.

The occupant shall meet, and provide upon request verification of, all licensure requirements of the City of Faribault, State of Minnesota and/or the United States Government to legally comply with this agreement.

6.2 Transferring, subletting, selling: The occupant shall not assign, transfer, sublet or sell any interest in this agreement or in the improvements located on the property. Upon termination of this agreement by either party under the provisions of this agreement, the hangar will be made available for rent to interested parties on the waiting list maintained by the Airport Manager. No exceptions to this provision shall be permitted without prior written consent of the City. Failure to obtain prior written consent before assigning, subletting, or selling any interest in this agreement or in the improvements located on this property shall be sufficient grounds for terminating this agreement without obligation of the City to the occupant.

6.3 Use of Airport Facilities. The occupant has the privilege of using the public portions of the airport. Use of the airport is under the rules and conditions as now exist or may be enacted in the future by the City, the State of Minnesota, or the United State government. The occupant is subject to customary charges for such use as may be established from

time to time by the City. The occupant shall comply with all items identified in Exhibit A.

6.4 Compliance with Laws. The occupant agrees to abide by and conform to all laws, rules, and regulations, including future amendments, controlling or affecting the use or occupancy of the hangar. The occupant shall comply with all State and Federal requirements for a licensed commercial operator.

6.5 Discrimination. The occupant, in the use of the Faribault Municipal Airport or any facilities, including the hangar, at the Airport, shall not discriminate or permit discrimination against any person or group of persons on the grounds of race, color or national origin or in any manner prohibited by Part 21 of the Regulations of the Office of the United States Secretary of Transportation. The occupant further agrees to comply with any requirement made to enforce such regulation which may be demanded of the City by the United States government under authority of said Part 21.

6.6 Civil Rights: Occupant agrees that it will comply with applicable laws, statutes and rules that are promulgated to assure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or handicap be excluded from participating in any activity conducted with or benefiting from federal assistance. This provision obligates occupant or its transferee for the period during which federal assistance is extended to the airport, except where federal assistance is to provide, or is in form of personal property or real property or interest therein or structures or improvements thereon. In these cases, the provision obligates the party or any transferee for the longer of the following periods: (1) the period during which the property is used by the sponsor or any transferee for a purpose for which federal assistance is extended, or for another purpose involving the provision of similar services or benefits; or (2) the period during which the airport sponsor or any transferee retains ownership or possession of the property.

6.7 General Provisions:

a. Airport Access

Occupant has the privilege of using the public portions of the airport, such as runways and other public facilities, under such terms, ordinances, rules and regulations as now exist or may be enacted by City, and subject to charges for such use as may be established by City, by ordinance or agreement with occupant.

b. Waiver

The waiver by City or occupant of any breach of any term of this agreement shall not be deemed a waiver of any prior or subsequent breach of the same term or any other term of this agreement.

c. Headings

The headings in this agreement are for convenience in reference and are not intended to define or limit the scope of any provision of this agreement.

d. Entire Agreement; Amendments

This agreement represents the entire agreement between the parties and supercedes any prior agreements regarding the premises. This agreement may only be amended or modified if done in writing and executed by all parties to this agreement.

e. Severability

If any part of this agreement shall be held invalid, it shall not affect the validity of the remaining parts of this agreement, provided that such invalidity does not materially prejudice either party under the remaining parts of this agreement.

f. 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.

g. Public Data

City shall use reasonable care to treat matters pertaining to occupant in a confidential manner to the extent permitted by law. This agreement, and the information related to it, are subject to the Minnesota Government Data Practices Act, which presumes that data collected by City is public data unless classified otherwise by law.

h. Commitments to Federal and State Agencies

Nothing in this agreement shall be construed to prevent City from making such commitments as it desires to the Federal Government or the State of Minnesota in order to qualify for the expenditure of Federal or State funds on the airport.

i. Successors

This agreement shall extend to bring the legal representatives, successors and assigns of the parties to this agreement.

j. Relationship of Parties

Nothing contained in this agreement shall be deemed to create a partnership, association or joint venture between City and occupant, or to create any other relationship between the parties other than that of landlord and occupant.

k. Multiple Parties

If more than one person or entity is named as the occupant, the obligations of the occupant shall be the joint and several responsibilities of all persons or entities named as occupant.

l. Consent and Approvals

Whenever in this agreement the consent or approval of City is required, such phrase means the formal approval or consent of City through a meeting of the Faribault City Council. When the consent or approval of City's staff is required, such phrase means the consent or approval from the appropriate employee or agent of City.

m. Notice

Any notice required under this agreement shall be in writing and delivered in person or by courier or mailed by certified mail, return receipt requested by United States Mail, postage prepaid addressed as follows:

If to the City: City of Faribault
 Department of Public Works
 208 NW 1st Avenue
 Faribault, MN 55021

If to the occupant: Donald Ingraham
 Cross Country Soaring Inc.
 4321 120th Street West
 Lonsdale, MN 55046

Notice is deemed given (i) two business days after being deposited in the mail, whether or not the notice is accepted by the named recipient, or (ii) if delivered by any other means, the date such notice is actually received by the named recipient. Either party may change the party's address for notice by providing written notice to the other party.

This agreement takes effect when it has been approved by the City Council of the City of Faribault or City Council's designated officer, is signed by occupant, and is accompanied by payment of one month's charges and other information, as provided in the agreement.

The City and the occupant have executed this agreement on the date indicated:

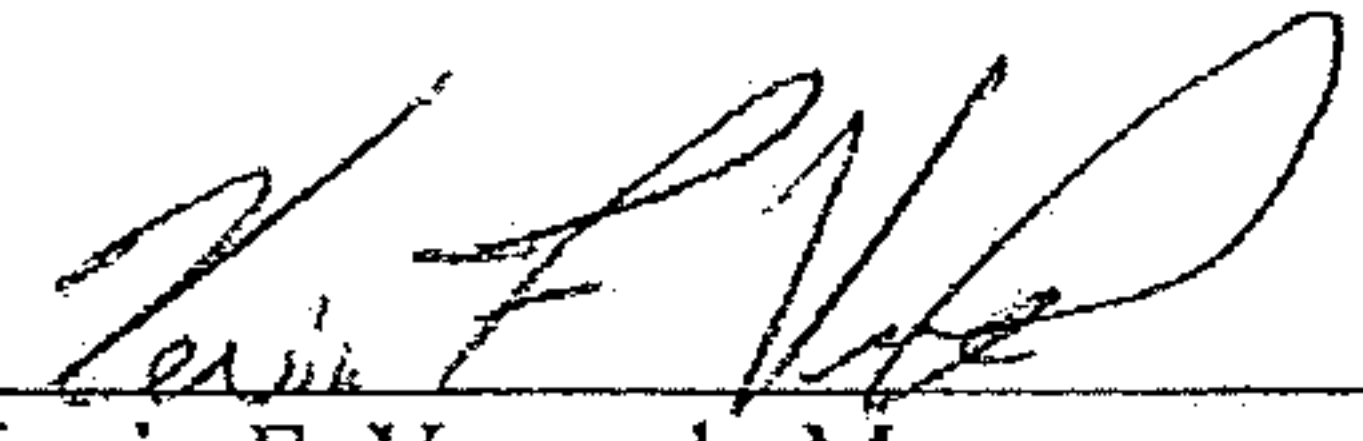
15, August, 2018

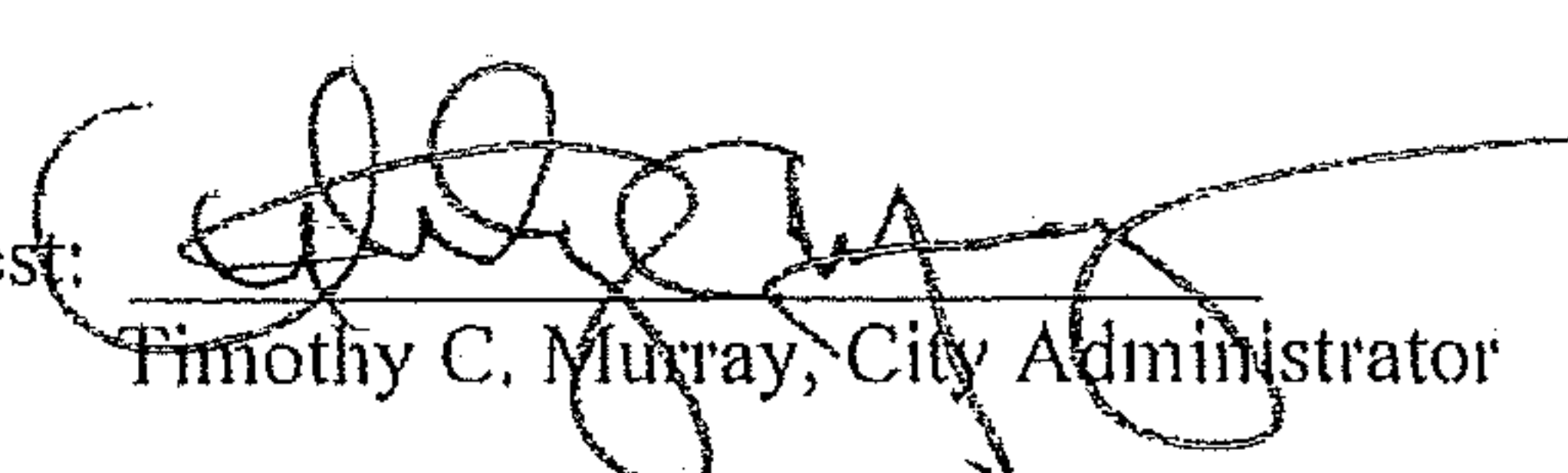
The term of this agreement begins on the date indicated:

15, August, 2018

CITY OF FARIBAULT:

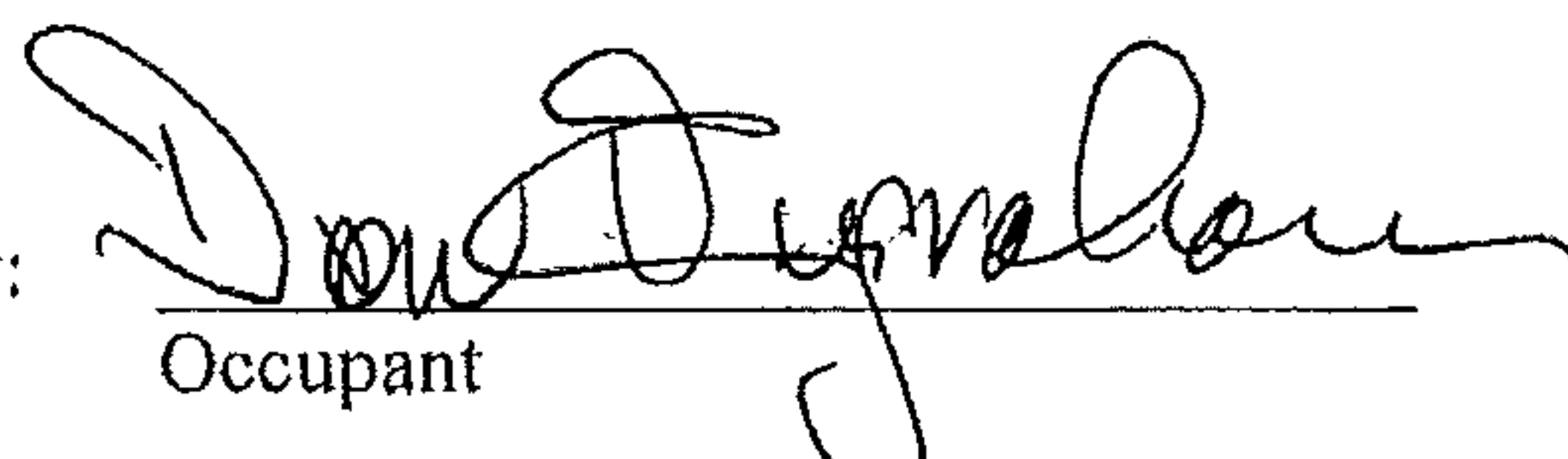
Dated: 8/15/2018

By: 
Kevin F. Voracek, Mayor

Attest: 
Timothy C. Murray, City Administrator

OCCUPANT:

Dated: 8/15/2018 ¹⁵
#9/19/19

By: 
Occupant

Theresa Manz

From: Don Ingraham <doningra@lonstel.com>
Sent: Wednesday, April 29, 2020 2:03 PM
To: Theresa Manz
Subject: Re: Hangar Rent

Hi Theresa,

Sorry about missing all those payments. I knew there was a reason I never kept a hangar during my six-month off-season!

I am in the process of securing a business loan and will pay the hangars off in full with it. I normally take in enough pre-paid flight instruction revenue by now to pay all the winter bills, but Covid-19 has thrown me (and everyone else) a curve ball. Two people in a small cockpit isn't very appealing right now.

Again - sorry to be so behind. Let me know if this plan is ok.

Thanks,

Don Ingraham

On Apr 29, 2020, at 1:50 PM, Theresa Manz <tmanz@ci.faribault.mn.us> wrote:

Don,

Could you please provide a status update on payments for hangar rent. Invoices for May rent will be going out which puts you at \$4,479 owed. Please let me know your plans for payments.

Thank you.

<Picture (Device Independent Bitmap) 1.jpg>

THERESA MANZ
Administrative Assistant II

OFFICE | 507-333-0361

EMAIL | tmanz@ci.faribault.mn.us

WEB | www.faribault.org

ADDRESS | 1200 Belview Trail, Faribault, MN 55021

Theresa Manz

From: Don Ingraham <doningra@lonstel.com>
Sent: Thursday, February 20, 2020 12:25 PM
To: Theresa Manz
Subject: Hangar payments behind

Hi Theresa,

I am behind in my airport hangar payments. I've had some unexpected expenses and this is the first winter I had to pay for hangars just so I didn't lose them.

I DO plan to pay every penny I owe, but that will probably come in March when I collect pre-pays for the year's soaring activities. If there is interest associated with the late payments, I understand.

Thanks,

Don Ingraham

Cross Country Soaring, Inc.

612-730-3905



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Tim Murrery, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: November 1, 2022
SUBJECT: Traffic Studies

Discussion:

Six (6) Traffic Studies have been received. The first is a request for the installation of two (2) pick- up and drop-off parking spaces and a pedestrian ramp directly in front of the Paradise Center for the Arts at 321 Central Ave. The stalls are being requested to improve accessibility for patrons and easier loading and unloading art into the gallery.

A similar request for additional 15-minute parking stalls that were business specific was received in 2019. Staff did not recommend that installation as it went against the recently implemented parking restrictions, as well as favoring one business over another. This request is similar in nature, it is solely for the benefit of one business and does not go along with the current parking restrictions. Additionally, the stalls would pose enforcement issues due to the varying times of events. The physical amount of space to construct a pedestrian ramp would require at least two parking stalls to be eliminated.

Staff does not recommend installing the pedestrian ramp and signage.

A request has been received for the installation of crosswalk notification lights at the crosswalk on 4th Ave. SW and 5th St. SW. The intersection is not unusual when compared to others like it throughout the City and there is a cross walk painted on 4th Ave SW & 5th St. SW. A stop sign also controls traffic on 5th St. SW. The installation would be cost prohibitive and lead to increased sign pollution.

Installation of solar panel crosswalk notification lights is not recommended.

A request has been received for two (2) sets of stop sign installations on 7th St. NW, one at Lincoln Ave. and a second at 8th Ave. NW. Presently,

there are stop signs on the Lincoln Ave. and 8th Ave. NW approaches to 7th St. NW. The intent of the request is that the stop signs would lead to a decrease in the number of trucks that strike the railroad bridge. The installation of stop signs at these locations for this purpose is not warranted. There presently are advanced flashing LED warning signs on 7th St. NW and on the bridge itself. The recently approved bump-out on 7th St. NW would have more potential for reducing bridge strikes than stop signs.

Installation of stop signs is not recommended.

A request has been received for the installation of stop signs on 14th St. NE at Legacy Drive and at East View Drive. Presently, there are stop signs on Legacy Drive and East View Drive. The intent of the request is to slow traffic speeds in the area. Stop signs are not intended to be used to regulate traffic speeds, but rather to regulate traffic flow. Installing stop signs in areas that are not warranted can lead to increased traffic speeds as drivers accelerate after having to stop for what appears to be no reason.

Installation of stop signs is not recommended.

A request has been received for the installation of a 4-way stop at the intersection of Central Ave. & 7th St. NW. Presently, there are stop signs on Central Ave. The request is to address the increased traffic from the newly constructed Straight River Apartments on 1st Ave. NE as well as visibility issues as a result of on-street parking on 7th St. NW. Currently there are not any traffic flow issues at this location and the visibility issues created by the on-street parking are inconsistent.

Installation of stop signs is not recommended.

A request was received for the installation of "no-parking this side of street" signage along the south side of Mercy Drive. The request was submitted by Divine Mercy Catholic Church to encourage patrons of the church to use the parking lot and alleviate congestion for emergency vehicles. The street is wide enough to support on-street parking while maintaining the minimum travel lane width of nine feet. The objective of this request is best accomplished through communication from the church to those attending functions. The Fire Chief has reviewed the matter and feels parking restrictions are not necessary.

Installation of "no-parking this side of street" signage is not recommended.

Attachments:

1. Traffic Study PCA
2. PCA Map
3. Traffic Study 4th Ave. SW
4. 4th Ave SW Map
5. Traffic Study Central Ave. 7th St. NW
6. Central Ave. and 7th St Map
7. Traffic Study 14th ST. NE
8. 14th St. NE & Legacy Dr, 14th St Map
9. Traffic Study Central Ave. 7th St. NW
10. Central Ave. and 7th St Map
11. Traffic Study Divine Mercy Catholic Church
12. Divine Mercy Map



208 NW 1st Avenue
Faribault, MN 55021
PHONE: 507/333-0361 FAX: 507/384-0509

Traffic Study

DATE: 2/18/2022

ISSUE: The Paradise Center for the Arts is requesting two parking spaces directly in front of the building for drop off and pickup during performances and gallery change overs. If Possible, we would like a spot on the curb between the two spaces to allow for handicap wheelchair access.

The concern is that our patronage is primarily over the age of 65 and some require walkers, canes, etc. and having a space specifically for drop off and pick up would be extremely helpful for these patrons. We are flexible with the signage being permanent or temporary.

During auditorium performances the time frame would be 6pm-10pm the night of the performances. On average it would be Friday and/or Saturday evenings or potentially Thursday, Friday, Saturday evenings and Sunday matinee during theater productions.

During gallery change overs the time frame would be Monday and possibly Tuesday before the gallery opening from 9am- 5pm (this could be flexible depending on how long it would take artists to load out their artwork and load in new artwork).

Thank you for your consideration.

REQUESTED BY: Heidi Nelson, Executive Director Paradise Center for the Arts 321 Central Ave.

PUBLIC SAFETY COMMENTS: Varied time and day of the week designations create difficulty in enforcement for law enforcement. While the Police Department is sympathetic to the request and population intended to serve, for the above reason it's not supported.

PUBLIC WORKS COMMENTS: The request does not align with the downtown parking study recommendations implemented in 2018. The stalls would be favoring one business over others and would break from the continuity of the current location of short-term parking stalls. The request is not recommended.

RECOMMENDATION: Installation of the pedestrian ramp and signage is not recommended.

City of Faribault Traffic Study

This map is neither a legally recorded map nor a survey. This map is a compilation data affecting the area shown; and is for reference purposes only. In using the map, you assume responsibility for the correctness all information extracted from this map.



0 40 80 Feet
1 inch = 72 feet



Paradise Center for the Arts



208 NW 1st Avenue
Faribault, MN 55021
PHONE: 507/333-0361 FAX: 507/384-0509

Traffic Study

DATE: 7/20/2022

ISSUE: Crosswalk connecting west/east on 4th Ave. SW -Intersection of 5th St. SW
Lots of pedestrians (of all ages) are using the crosswalk, however traffic doesn't stop or it stops one way. Or both ways stop and other cars go around making crossing easier to let the road be clear before proceeding. This is a popular neighborhood for walks around the block, walks to the park to the east, as well as an extremely busy neighborhood for Halloween. Not all traffic coming off 5th St. onto 4th Ave even stop long enough to look for pedestrians.

Could we have a solar panel crosswalk notification light installed on 4th Ave. SW?

REQUESTED BY: Stacey Berg

PUBLIC SAFETY COMMENTS:

Traffic is regulated by a stop sign on 5th St. SW turning onto 4th Ave. Marked cross walks and intersection visibility provide clear sight lines. Public Safety does not have a concern with this intersection and will defer to Public Works.

PUBLIC WORKS COMMENTS: While there are pedestrians using this intersection, it is not different than many others like it within the City. The installation of a flashing LED or other notification light is not justified.

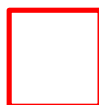
RECOMMENDATION: Installation of solar panel crosswalk notification light is not recommended.

City of Faribault Traffic Study

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0 70 140 Feet
1 inch = 95 feet



4th Ave. SW and 5th St. SW



208 NW 1st Avenue
Faribault, MN 55021
PHONE: 507/333-0361 FAX: 507/384-0509

Traffic Study

DATE: 4/20/2022

ISSUE: Traveling Central Ave. N, stopping on corner by the laundry mat on right and apartment building on left of Glenn's Service Station on left and house on right- 7th Street doesn't stop east or west. New apartment building going in and the road will be even busier. Glenn's has a tool truck that parks on 7th St. NW facing west that blocks the view of anyone trying to turn onto 7th St. NW or proceed forward on Central Ave, N.

Put a 4-way stop on Central Ave. and 7th St. NW.

REQUESTED BY: Christina Welch

PUBLIC SAFETY COMMENTS: Due to the curve and terrain on 1st Ave NE, adding a stop sign for westbound 7th St. may cause more concern for safety due to a lack of visibility than the current intersection controls in place. Therefore, making it a 4-way stop is not supported.

PUBLIC WORKS COMMENTS: Stop signs are used to regulate traffic flow, there currently is not a traffic flow issue at this intersection. Adding stop signs when not warranted has proven to the increase in vehicle speeds as a result of having to stop, therefore the installation is not recommended.

RECOMMENDATION: Installation of stop signs is not recommended.

City of Faribault Traffic Study

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0 80 160 Feet

1 inch = 113 feet



Central Avenue North & 7th St NW,



208 NW 1st Avenue
Faribault, MN 55021
PHONE: 507/333-0361 FAX: 507/384-0509

Traffic Study

DATE: 3/16/2022

ISSUE: 14th St. NE & Legacy Dr, 14th St. NE & Eastview Dr.

There are cars that fly down 14th St. NE coming from both directions. Not only is there a nursing home and park on that road, there are also a lot of children that walk along that road as part of their neighborhood walk with their families. As someone who lives on that road, between the two intersections, I witness the speeding multiple times a day.

I am hoping to have stop signs added to both intersections as I believe this will slow cars down to the 30mph.

Thank you for considering this request and if there is anything I can do to help the process please reach out.

REQUESTED BY: Mikayla VonRuden

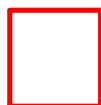
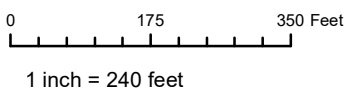
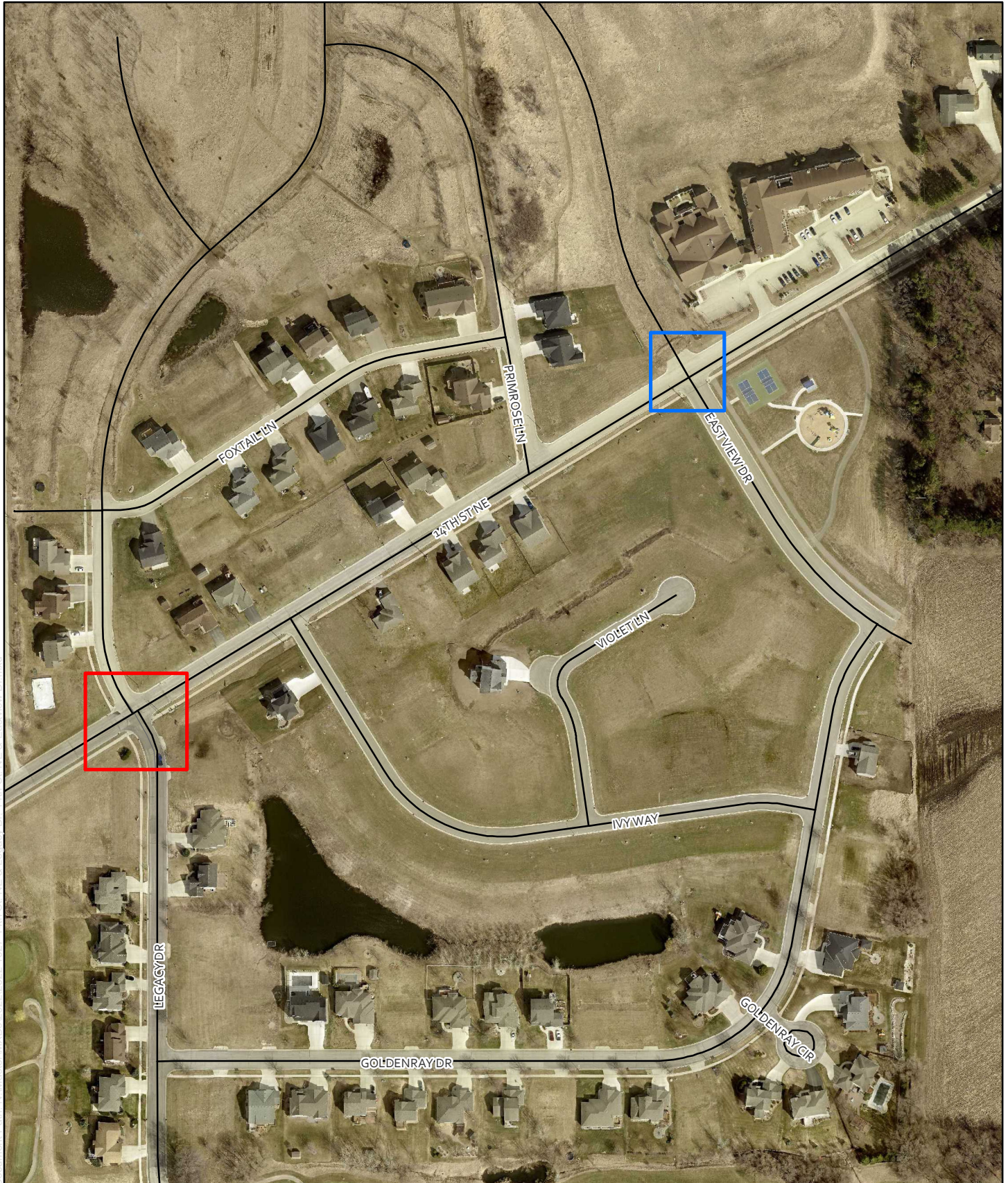
PUBLIC SAFETY COMMENTS: Research shows that using stop signs as a deterrent for speed results in a higher incidence of intentional violations. The police department is in favor of using smart road design to slow speed, not unnecessary stop signs.

PUBLIC WORKS COMMENTS: The addition of stop signs in this area will not have the desired effect on vehicle speed. Stop signs are used to regulate traffic flow, not speed. Adding stop signs when not warranted has proven to the increase in vehicle speeds as a result of having to stop.

RECOMMENDATION: Installation of stop signs is not recommended.

City of Faribault Traffic Study

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14th St. NE & Legacy Dr,



14th St. NE & Eastview Dr.



208 NW 1st Avenue
Faribault, MN 55021
PHONE: 507/333-0361 FAX: 507/384-0509

Traffic Study

DATE: 4/20/2022

ISSUE: Traveling Central Ave. N, stopping on corner by the laundry mat on right and apartment building on left of Glenn's Service Station on left and house on right- 7th Street doesn't stop east or west. New apartment building going in and the road will be even busier. Glenn's has a tool truck that parks on 7th St. NW facing west that blocks the view of anyone trying to turn onto 7th St. NW or proceed forward on Central Ave, N.

Put a 4-way stop on Central Ave. and 7th St. NW.

REQUESTED BY: Christina Welch

PUBLIC SAFETY COMMENTS: Due to the curve and terrain on 1st Ave NE, adding a stop sign for westbound 7th St. may cause more concern for safety due to a lack of visibility than the current intersection controls in place. Therefore, making it a 4-way stop is not supported.

PUBLIC WORKS COMMENTS: Stop signs are used to regulate traffic flow, there currently is not a traffic flow issue at this intersection. Adding stop signs when not warranted has proven to the increase in vehicle speeds as a result of having to stop, therefore the installation is not recommended.

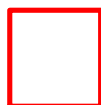
RECOMMENDATION: Installation of stop signs is not recommended.

City of Faribault Traffic Study

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0 80 160 Feet
1 inch = 113 feet



Central Avenue North & 7th St NW,



208 NW 1st Avenue
Faribault, MN 55021
PHONE: 507/333-0361 FAX: 507/384-0509

Traffic Study

DATE: 8/25/2022

ISSUE: Several parishioners of Devine Mercy have been parking along both sides of mercy Drive. This causes severe congestion for incoming/outgoing traffic and would make emergency vehicle access very difficult in the event emergency services were required.

We are requesting some “no parking this side” signs along the south side of Mercy Drive with hopes that this will aid in reminding people to use the parking lot instead.

REQUESTED BY: Joey Blessing

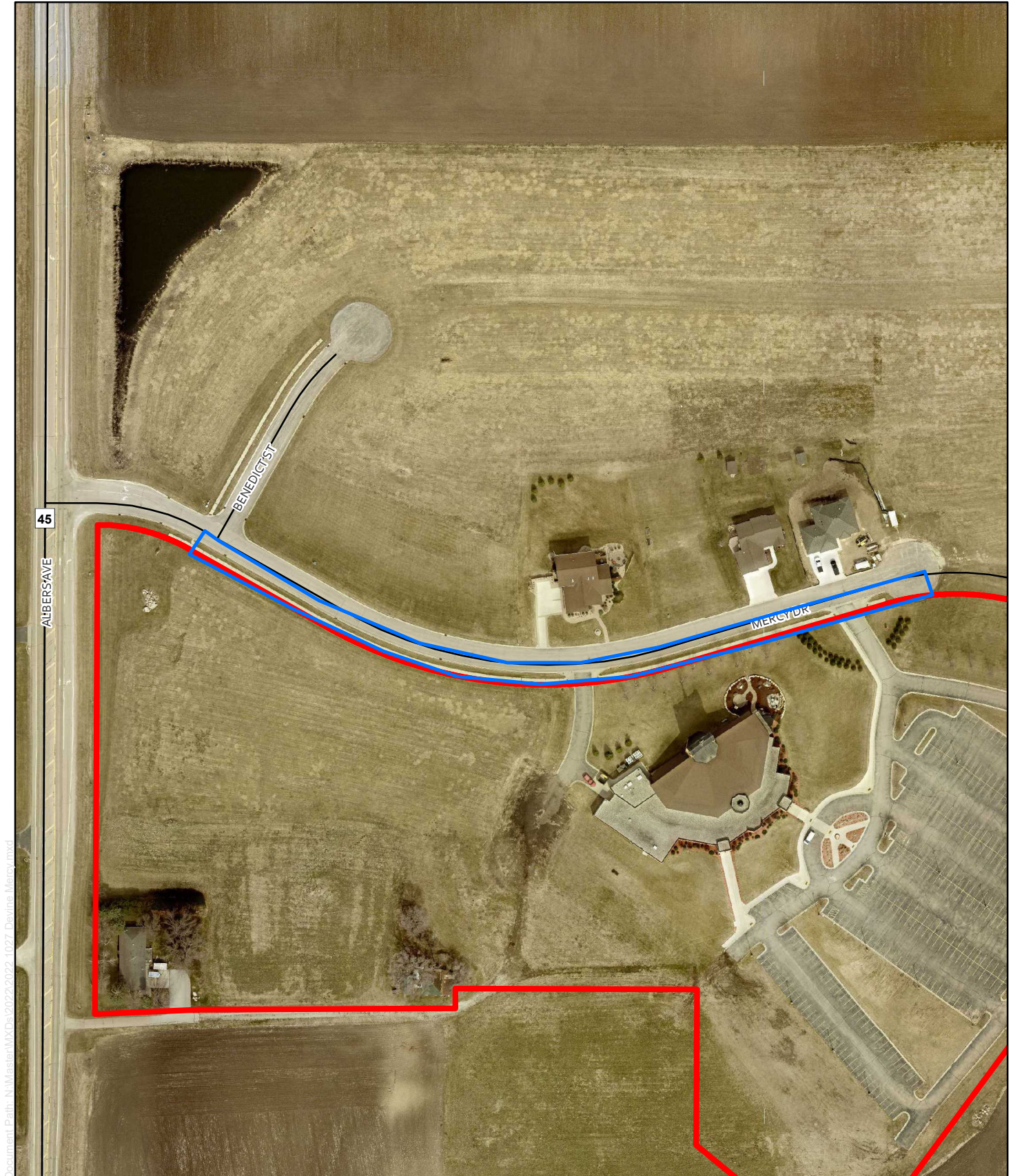
PUBLIC SAFETY COMMENTS:

PUBLIC WORKS COMMENTS: The intent of the request is to prevent parishioners from parking on both sides of the street and encouraging them to use the parking lot. This can be addressed internally by the church notifying those attending a function to use the parking lot instead of the street. The street width is 32’ which is at the minimum to accommodate parking lanes on both sides of the street.

RECOMMENDATION: Installation of no-parking this side of street is not recommended.

City of Faribault Traffic Study

This map is neither a legally recorded map nor a survey. This map is a compilation data affecting the area shown; and is for reference purposes only. In using the map, you assume responsibility for the correctness all information extracted from this map.



0 125 250 Feet
1 inch = 168 feet



Divine Mercy



"no parking this side" signs



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH: Tim Murray, City Administrator
FROM: Travis Block, Public Works Director
MEETING DATE: November 1, 2022
SUBJECT: 2023 Snow & Ice Control Guidelines Review

Discussion:

The City annually updates, reviews, and adopts Snow and Ice Control Guidelines. A draft copy of the guidelines for the 2023 snow season is attached for review and discussion. While there are no major changes proposed to the current guidelines, a few items of significance include the following:

- The average storm snowfall amount is defined as six (6) inches or less.
- Implementing “after-hours” maintenance of main-line routes.
- Hauling snow from the downtown area on the first night of a snow event when conditions allow.
- Continuing the transition from sand/salt mix to straight salt for deicing in certain zones.
- In 2021, the payment for a damaged mailbox was increased from \$50.00 to \$65.00 and payment of \$50.00 for a damaged post was added.

In addition to the draft guidelines, some of the relevant sections of the City Code and State Statutes that apply to snow removal are attached for reference.

Attachments:

1. 2023 Snow & Ice Control Guidelines- Draft
2. Snow Related Ordinances



SNOW AND ICE CONTROL GUIDELINES 2023

I. PERSONNEL

All Department of Public Works and Parks and Recreation personnel shall be available for snow and ice control operations. The City may also utilize seasonal personnel and contract services to assist with the snow removal operations. City crews are responsible for snow and ice control operations on approximately 142 miles of roadways within the City, along with alleys, parking lots, and trails/sidewalks.

II. EQUIPMENT

The City of Faribault currently operates and maintains the following equipment for snow and ice control operations:

- 1 truck with reversible plow and sander
- 7 trucks with reversible plow, wing plow and sander
- 2 motor graders with snow-wing
- 4 front-end loaders with plows (includes airport)
- 1 front-end loader w/180hp diesel engine snow blower
- 2 one-ton trucks
- 5 pick-ups with plows
- 3 tractors w/plow and snow blower
- 2 Tool Cat tractors w/snow blower
- 2 Skid loaders

When equipment is disabled, every attempt shall be made to get the equipment repaired and operational as soon possible. This may require the call back of one or both of the equipment services mechanics unless adequate back up equipment is available.

III. PROCEDURES

A. Alert and Call Out

During normal working hours, the Public Works Director or designee shall be responsible for monitoring street and weather conditions and initiation of snow and ice control procedures. After hours, on weekends, and during holidays the Police Department shall notify the Public Works Director or designee when snow and ice conditions warrant crew alert.

A call list is provided to the Police Department for general maintenance items such as sanding, street sign repair, and other minor maintenance activities.

B. Sanding and Salting

It shall be the policy of the City to consider cost, environmental impact of salt usage as well as safety of the motoring public when establishing application rates and locations for application.

Sand and/or salt shall be applied to the street surface in such quantities so as to provide a level of skid resistance that is consistent with standards normally experienced on city streets throughout the state of Minnesota during the snow and ice season. Certain portions of the City are salt only zones (downtown, east and southwest zones). It is recognized that a bare pavement policy is not possible at all times during winter periods in the northern regions of the country.

Pre-wetting of salt and sand/salt mixture will be utilized when temperature and conditions warrant its use. Pretreating of certain street surfaces (bridges, Highway 60, downtown, and hills) will occur when conditions allow. An average winter season uses approximately 500 tons of salt and 2,000 ton of sand.

Streets shall typically be spot sanded to provide skid resistance and traction consistent with area standards. Salt only zones are treated with salt on a calibrated lane mile application method. Sanding and salting occur in accordance with the following priorities:

1. Hills, controlled intersections, bridges, and sharp curves.
2. Arterial and collector streets.
3. School zones.
4. Bus Routes.
5. Commercial and industrial roadways.
6. Residential areas - blanket sanding of general snow pack on residential streets will not be accomplished.

When practical, sanding will be accomplished concurrent with plowing operations, however, not all equipment used in snow removal is capable of sanding. In those cases, or when conditions warrant the first priority shall be snow removal with sanding occurring as appropriate equipment becomes available.

- C. Snowplowing - Snowplowing shall normally begin when accumulation reaches a point where functional traffic flow is inhibited. Certain conditions shall warrant the plowing of arterial and collector “mainline” streets only in advance of the remaining areas. This shall be accomplished with the minimum of one plow truck. Plowing shall continue as long as visibility and operator safety is maintained. Work periods shall not exceed safe limits that operators can continue without rest.

Snow removal operations shall proceed as rapidly as possible in accordance with the following priorities:

1. Arterial and Collector Streets
2. School Zone Streets
3. Residential Streets and Alleys

4. City Parking Lots
5. Pedestrian Trails and Sidewalks
6. Skating Rink Facilities (3, all located at Jefferson School)

For an "average storm" (less than six (6) inches of snow), it shall be the policy of the City to have all streets plowed curb-to-curb within 24 hours after snowfall stops. A "non-average storm" (greater than six inches of snow) shall be plowed curb-to-curb within 24-36 hours based on when snowfall stops. The City is divided into 11 plowing districts. In each district the "main line" or heavily traveled streets are plowed first (Division Street, Willow Street, 2nd Avenue N.W., 7th Street N.W., 9th Avenue S.W., Prairie Avenue, etc.). Plows then disperse to the less traveled residential streets. Sanding at this time is kept to a minimum so plows can open the streets as soon as possible for residential and emergency access. Storms of larger magnitude will take longer depending on severity. Extreme snowfalls may warrant the opening of two lanes initially with full width plowing at a later time.

In the downtown area, the snow is windrowed then blown into trucks (rental trucks are typically used) and taken to the designated snow storage area(s). This activity may be completed on the first or second night of a snow event, depending on the timing and amount of the snow event. Clearing of handicapped curb cuts and pedestrian crosswalks shall be the responsibility of the City. The City plows twenty-seven parking lots, including the Fire Station, City Hall, Buckham Center, Community Center, River Bend Nature Center, and various City-owned parking lots. Upon completion of the downtown area, other City buildings are plowed, such as the Water Pumping Station, Water Reclamation Facility, and various City trails/sidewalks.

It shall be the policy of the City that the opening of driveways will not be the responsibility of the City. Property owners shall be responsible for clearing walkways and sidewalks.

All plow routes are divided into relatively equal areas. After the plowing of collector and arterials, these areas shall be plowed on an alternating basis. Plowing continues until all streets have been plowed. The time to open all lanes takes a minimum of eight to eighteen hours depending on conditions. Plowing speeds shall adjust to match snow and road conditions and shall at all times be lower than the legal speed limits.

Snow removal in cul-de-sacs shall be placed in appropriate areas of the curb line. These piles shall be removed by the City crews when conditions warrant.

D. Snow Hauling

The City of Faribault routinely removes snow from the following streets (primarily the downtown area):

Central Avenue	-	Division Street to 7 th Street N.W.
1 st Avenue N.E.	-	Division Street to 5 th Street N.E.
1 st Avenue N.W.	-	1 st Street N.W. to 7 th Street N.W.
2 nd Avenue N.W.	-	2 nd Street N.W. to 7 th Street N.W.

Division Street	-	3 rd Avenue W. to 1 st Avenue E.
2 nd Street N.W./N.E.	-	3 rd Avenue N.W. to 1 st Avenue N.E.
3 rd Street N.W./N.E.	-	4 th Avenue N.W. to 3 rd Avenue N.E.
Ravine Street	-	3 rd Avenue N.E. to 6 th Avenue N.E.
4 th Street N.W./N.E.	-	Railroad tracks to Heritage Place
5 th Street N.W./N.E.	-	3 rd Avenue N.W. to 1 st Avenue N.E.
6 th Street N.W.	-	2 nd Avenue N.W. to Central Avenue
1 st Street N.W./N.E.	-	1 st Avenue N.W. to 1 st Avenue N.E.
1 st Street S.E.	-	100 Block (behind Buckham Center)
Park Place S.E.	-	Division Street to Willow Street
Glynview Trail	-	Willow Street to Buckingham Path
T.H. 60/Viaduct Bridge		

The Public Works Director or designee shall be responsible for contacting the Police Department in order to coordinate snow removal and hauling operations with law enforcement's tagging and towing duties.

Late spring and early fall snowfalls may be left on roadways if melting is determined eminent or if substantial damage will be caused to the pavement structure. Clearing of intersection snow banks will be accomplished when needed on collectors, arterials and near schools. Ongoing snow and ice control efforts require the use of City owned right-of-ways and easements for storage of plowed snow. Depending upon the volume of snow, storage within right-of-way could create sight obstruction at intersections, because it is impossible financially and practically to remove all snow from intersection corners.

Rental trucks are seasonally bid and utilized for snow hauling operations. The City is responsible for truck loading equipment and snow dumping sites. Four to eight rented trucks are used to haul snow from downtown.

Snow hauling shall begin at 2:00 a.m. or 1 hour following the beginning of snow removal operations starting on the first or second night following plowing operations. Hauling will continue for as many nights as is necessary.

In the downtown, snow shall be pulled off the sidewalk and away from the curb and placed in windrows near the center of the street. From this point, the windrows will be picked up and hauled away.

Snow pickup shall be accomplished using such personnel, equipment and methods appropriate to maintaining a reasonable and safe passage of vehicles and pedestrians at all times. The Public Works Director, Chief of Police, or their designees, may restrict traffic and parking as emergency conditions may dictate.

E. Snowplowing Alleys

It shall be the policy of the City that all alleys will be opened in the aforementioned priority to provide functional traffic movement.

F. Vehicles Parked on Streets (“Snowbirds”)

The City Code of Ordinances prohibits parking on any City street between November 1st and April 1st, between the hours of 1:00 a.m. and 8:00 a.m. when a snow emergency has been announced and before the street has been cleared curb-to-curb, whichever is later. Vehicles parked in violation of the ordinance between 1:00 a.m. and 8:00 a.m. are subject to a citation and may be towed. Tagging/towing is most often administered in the downtown area, but is applicable city wide. Snow emergencies are announced on KDHL, FCTV, Faribault Daily News, the City web page, Notify Me, Everbridge, Snow Emergency Hotline and social media (and other notification methods as are available). Additionally, the City has two blue lights installed in the downtown area, one at Central Avenue and Division Street, and the other at Central Avenue and 4th Street N. These blue lights flash when activated, indicating a snow emergency has been announced for that evening. The Faribault Police Department may ticket and/or tow any vehicles in violation during this time.

G. Sidewalk Snow Removal

It is the responsibility of property owners to clean and maintain public sidewalks adjacent to their property in accordance with City Code Section 25-41. The City of Faribault is responsible for those sidewalks adjacent to City-owned properties, and along roadways where the City has accepted maintenance responsibility (typically where sidewalk is located along the back of curb or has been designated a “trail” for maintenance purposes, such as along Western Avenue/17th Street N.W.).

The City of Faribault shall also assist business owners located on Central Avenue by cleaning intersection pedestrian ramps after completion of the snow plowing and/or removal operations. It is the intent of this section to provide multiple responsibilities of maintenance in order to provide safe and convenient access to Central Avenue businesses after periods of snowfall. In event citizens observe sidewalks, for which the City is not responsible, that are not being maintained in a timely manner, complaints should be filed with the Faribault Police Department for follow-up and remedy.

H. Trail Snow Removal

The following standards are adopted for providing winter maintenance to designated city trails. The City maintains approximately 6.7 miles of trails.

1. The designated trails are normally plowed when there is measurable snowfall.
2. Snow removal should commence approximately 18 hours from the end of any snowfall with an accumulated depth exceeding two inches. The designated trails should be cleared approximately 48 hours after the commencement of snow removal.
3. The designated trails should be cleared as thoroughly as possible but need not be cleared of all ice and snow nor need they be maintained to bare pavement.
4. Chemical agents and sand might be used in the snow removal process.
5. Snow removal should normally be done by park maintenance employees.
6. Snow removal may be conducted on a 24-hour a day basis, which may result

in snow removal equipment being operated in residential areas during the evening and early morning hours.

7. In the event of equipment failure, extreme snowfall, or other unanticipated events, such as park maintenance employees assisting street employees in snow removal from streets, deviation from these standards may be appropriate.

I. Fire Hydrants

Fire hydrants are critical to minimize the potential losses involved in any fire. After major snow build-up in boulevards, the Public Works Department and Fire Department will attempt to maintain clear access to critical hydrants as personnel availability allows. Residents are encouraged to assist the City by clearing hydrants near their property. If possible, they should be cleared five (5) feet on each side to allow Fire Department access.

J. Complaints

It shall be the policy of the City that complaints concerning snow and ice removal be handled in the following manner:

1. Public Works office staff shall receive and record complaints.
2. Slippery street complaints are immediately phoned or radioed to the Street Superintendent (or designee) for possible action.
3. All other complaints shall be recorded and work orders given to the Street Superintendent and/or Foreperson for investigation and action.
4. The Department of Public Works shall investigate all complaints, respond to caller, and record action on work order.

K. Property Damage

It is recognized by the City that on occasion private property is damaged during snow and ice control operations. Where this happens it shall be the policy of the City to handle damages in the following manner:

1. Mailboxes - Where mailboxes are placed adjacent to the street it shall be the policy of the City that snow be plowed as close as practicable to the curb to allow for passage of traffic and mail delivery. It shall be the responsibility of the property owner to keep piled snow away from mailboxes so mail can be delivered.

Where damage to the mailbox occurs, the Street Superintendent (or designee) shall investigate such damage. If it is determined that the weight of the snow caused the damage, the City will not assume responsibility for repair of the mailbox. Where evidence indicates that physical contact between the plow and the mailbox occurred, the City will provide a payment of \$65.00 to the property owner for repair or replacement. Where evidence indicates that physical contact between the plow and the post occurred, the City will provide a payment of \$50.00 for a damaged post. Failure of the property owner to upgrade the mailbox to City standards shall relieve the City from

any future liability for damage to the property owners' mailbox resulting from snow removal operations.

2. Boulevard Sod - It shall be the policy of the City that sod damaged during snow removal operations, in locations where curb and gutter is in place, will be repaired the following spring by the Public Works and/or Parks Department using black dirt and grass seed.
3. Curbs - Concrete curbs will not be replaced unless the curb back is broken.
4. Driveway Ramps - Damage caused by the City to driveway ramps/fillets installed in the gutter section of curbing, unless authorized by the Public Works Director, will not be repaired by the City (typically where mountable curb is in place). Such ramps/fillets are generally prohibited due to the obstruction of drainage flow within the curb and gutter, addressed under Section 25-27 of the City Code of Ordinances.
5. Boulevard Intrusions – City Code prohibits intrusions in boulevards on public right-of-way (R.O.W.) without City approval. This includes structures and items such as landscape boulders, posts and fences, improperly positioned mailboxes, masonry structures, timbers, stakes, lawn sprinkler systems and other substantial objects or loose materials within the street R.O.W. These intrusions can damage snowplow equipment or become damaged by the weight of snow or equipment contact. Intruding items in the boulevard (R.O.W.) are not replaced or repaired by the City if damaged.
6. Garbage/Recycling Containers – Efficient snow plowing requires that garbage and recycling containers be accessible for pick-up and placed off street to allow snow removal. The container(s) may have to be placed in the driveway to meet both of these requirements. It is the responsibility of the resident to see that the container(s) is not in the way of the street or sidewalk snowplow and is also in a spot accessible to the garbage and recycling truck(s).

IV. ADMINISTRATION

1. Applicable Ordinances and Statutes

City Code of Ordinances

- Section 15-43 Authority to install temporary traffic restrictions.
- Section 15-44 Leaving vehicles unattended on streets after snow accumulation; removal of vehicles; costs; etc.
- Section 25-27 Obstructing water and drainage flow within curb and gutter sections.
- Section 25-41 Occupant's, owner's duty to keep abutting sidewalk clean; penalties.
- Section 25-42 Removing snow from private property to certain streets, parking lots prohibited.

State Statutes

- MS 160.21
- MS 160.215
- MS 160.2715
- MS 162-17
- MS 169.42

Snow Removal

- Snow Removal; Salt and Chemicals Restricted
- Right-of-Way Use; Misdemeanors
- Agreements Between County and City
- Littering; Dropping Object on Vehicle; Misdemeanor

2. Council Review

The City Council shall annually review and adopt by resolution the City's Snow and Ice Control Guidelines.

DRAFT

Sec. 15-44. - Leaving vehicles unattended on streets after snow accumulation; removal of vehicles; costs; etc.

- (a) No person shall park or leave standing unattended any vehicle upon any street between November 1 and April 1, between the hours of 1:00 a.m. and 8:00 a.m. when a snow emergency has been declared, and before the street has been plowed curb to curb, whichever occurs later.
- (b) Vehicles parked in violation of this section shall be cited and may be removed to the nearest city impound lot, if the vehicle is a hazard to the safe removal of snow. If the vehicle is removed the expense of such removal and storage shall be paid by the owner, before the vehicle is released to the owner.
- (c) No person shall park or leave standing unattended any vehicle upon Central Avenue, between Fifth Street Northwest and First Street Northwest, between the hours of 2:00 a.m. and 5:00 a.m. This prohibition shall be applied twelve (12) months of the year.

(Code 1971, § 16-40; Ord. No. 82-01, § 1, 1-26-82; Ord. No. 83-16, § 1, 9-27-83; Ord. No. 2002-28, § 1, 11-26-02; Ord. No. 2003-27, § 1, 10-25-03)

Cross reference— Snow removal, § 25-41 et seq.

State law reference— Snow removal, Minn. Stats. § 160.21.

Sec. 25-41. - Occupant's, owner's duty to keep abutting sidewalk clean; penalties.

- (a) The occupant of each tenement or building in the city fronting upon any street, and the owner of any unoccupied lot or building fronting as aforesaid, shall clean the sidewalk in front of such tenement, building or unoccupied lot, as the case may be, of snow and ice each day, and cause the same to be kept clear of snow and ice.
- (b) If such occupant or owner fails or refuses to remove the snow and ice within twenty-four (24) hours after being notified by the city, the occupant or owner shall be guilty of a misdemeanor.

(Code 1971, § 25-49)

State law reference— Authority of city council in statutory city to require the owners or occupants of buildings and the owners of vacant lots to remove any snow, ice, dirt or rubbish from the sidewalks adjacent thereto, M.S. § 412.221, subd. 6.

Sec. 25-42. - Removing snow from private property to certain streets, parking lots prohibited.

- (a) No person or corporation shall cause snow to be removed from private property and deposited on a public street or parking lot from which the street department customarily hauls snow to other areas, or shall deposit such snow from private property on any such street or lot in a manner which obstructs or interferes with traffic.
- (b) No property owner shall deposit snow from his premises anywhere on a public street or municipal parking lot except:
 - (1) On the boulevard area between the curb and the sidewalk, or
 - (2) If there is no curb, between the travelled road and the sidewalk, or
 - (3) If there is no curb or sidewalk, on the boulevard area of the owner's property, but not encroaching on the travelled area, or
 - (4) If there is curb but no sidewalk, then on the boulevard area of the owner's property.

It is the intention of this section to prohibit, and it does prohibit, depositing snow from the property owner's premises on a parking lot, or across the street from his premises, or in front of the premises of other property owners in the city, rather than in the boulevard area in front of his own property. Where a common driveway serves more than one property, it shall be lawful to deposit snow therefrom in front of any one or more of the properties so sharing, under the above limitations.

- (c) The term "property owner" as used in this section shall include tenants or other occupants of a particular piece of land who have the responsibility or part of the responsibility for removal of snow therefrom and also shall include corporations and associations.

(Code 1971, § 25-50; Ord. No. 2010-12, § 1, 7-27-10)

MINNESOTA STATUTES 2018

160.2715

160.2715 RIGHT-OF-WAY USE; MISDEMEANORS.

(a) Except for the actions of the road authorities, their agents, employees, contractors, and utilities in carrying out their duties imposed by law or contract, and except as herein provided, it shall be unlawful to:

(1) obstruct any highway or deposit snow or ice thereon;

(2) plow or perform any other detrimental operation within the road right-of-way except in the preparation of the land for planting permanent vegetative cover or as authorized under section 160.232;



Council Work Session Memorandum

TO: Mayor and City Council
THROUGH:
FROM: Tim Murray, City Administrator
MEETING DATE: November 1, 2022
SUBJECT: Review of Charter Commission Discussion Items

Discussion:

The City's Charter Commission held its annual meeting on Thursday, October 20, 2022, at which a number of potential changes to the Charter as well as the Code of Ordinances were discussed. While no actual recommendations were made at this time, it is beneficial to have the Council also review the proposed changes prior to taking the items up for action at the next Charter Commission meeting, as any recommendations they make to the City Council require affirmative votes from all seven councilmembers to pass.

The following items were reviewed:

- A. Charter Section 12.02. - Oath of office.
- B. Charter Section 12.04. - Sale of real property.
- C. Proposal to eliminate primaries for council candidates
- D. Proposed ordinance to establish administrative citations

A. The Charter requires all elected and appointed officials to take an oath prior to assuming their office, with the oath given as follows:

Section 12.02. - Oath of office.:

Every elected or appointed officer of the City shall, before entering upon the duties of his office, take and subscribe an oath of office in substantially the following form: "I do solemnly swear (or affirm) to support the Constitution of the United States and of the State of Minnesota, and that I will faithfully discharge the duties of the office of _____ (title of office) of the City of Faribault, Minnesota, to the best of my judgment and ability, and this I do under the penalties of perjury."

The phrase "... and this I do under the penalties of perjury." often raises some odd looks for those swearing the oath. This language is identified as an acceptable alternative to an ending of "so help me God"; however, in looking at the State Constitution, the phrase "so help me God" is not included/required. The requirement for swearing an oath is contained in Minnesota Statutes 358.05 (attached), which then references Article V, Sec. 6 of the State Constitution:

Sec. 6. Oath of office of state officers. Each officer created by this article before entering upon his duties shall take an oath or affirmation to support the constitution of the United States and of this state and to discharge faithfully the duties of his office to the best of his judgment and ability.

In looking at a sample Oath of Office from the Minnesota Secretary of State's Office (attached), the "perjury" or "so help me God" language is not included either.

Based upon this information, the following language for the oath has been proposed:

I _____ (insert name) do solemnly swear (or affirm) to support the Constitution of the United States and of the State of Minnesota, and that I will faithfully discharge the duties of the office of _____ (title of office) of the City of Faribault, Minnesota, to the best of my judgment and ability, ~~and this I do under the penalties of perjury.~~

As part of the discussion, it was also proposed to eliminate the gender specific reference of "his" and replace it with "the" in Section 12.02 of the Charter. A sample ordinance that would revise Section 12.02 is attached.

B. The Charter currently requires that the sale of real property owned by the City be done by ordinance, approved by at least five (5) members of the Council. It also includes specific direction on the use of the net proceeds from the sales. The proposed change to this section of the Charter would be to approve the sale by resolution. This is much more standard across the state, would decrease the timeframe required for approval, and could be considered in many cases to be more "business friendly", as often the sale of a City-owned property is to a business or developer.

Also discussed was the direction on the use of proceeds--there was support from the Charter Commission to simply eliminate that language outright. I would suggest that the Council, as well as the Commission, consider alternative language to identify the intended use of net proceeds, such as "The initial disposition of the net cash proceeds of any sale of the property shall be specified in the approving resolution." A sample ordinance that would revise Section 12.04 of the Charter is attached.

C. While not a Charter issue, the question was brought before the Commission to seek their input on continuing to have a city primary--a primary election is only conducted if there are more than two candidates times the number of open seats. However, in addition to reducing the number of candidates to be on the ballot at the general election, having a primary moves the filing period up from August to May. While it is difficult to know the reasons why the number of candidates filing has been so limited, perhaps having the filing period closer to the general election (elections are commonly associated with the month of November) would result in more people filing for office. The last time a city primary was required due to the number of candidates was in 2008, as the number of

filings has remained low over the past number of elections, reaching a low this year of three candidates for three seats.

All that is required to eliminate having a city primary is the passage of a resolution that would rescind the resolution that established having a primary, which was Resolution 76-63, adopted on July 13, 1976 (a copy is attached). Should a future council decide that a primary would again be preferred, they would only need to pass a new resolution establishing a city primary no later than April 15 in the year when the municipal general election would be held. That resolution would then stay in effect for future elections until rescinded. The members of the Charter Commission were generally mixed on their positions on this matter, but as noted, this is not a Charter item. If the Council is interested in eliminating the city primary, a resolution will be prepared and brought forth for consideration at a future meeting (it would just need to be passed before April 15, 2024).

D. Another issue discussed with the Commission was a proposal to adopt an Administrative Citations ordinance. The primary purpose for adoption of such an ordinance would be to make enforcement of violations of the City Code more timely and effective. Typical violations that could be cited under such an ordinance include property maintenance code items, non-compliant signs, etc. It would be an attempt to gain compliance without having to initiate a civil or criminal legal proceeding, which can be both time-consuming as well as costly. The Commission did generally support consideration of such an ordinance. An example of an ordinance passed by another city is attached.

The City Attorney is recommending corresponding Charter amendments be adopted in conjunction with the adoption of an Administrative Citations ordinance. Examples of charter provisions from the cities of Mounds View and Minnetonka are attached. If the Council is supportive of this proposal, staff (including consultation with the City Attorney) will prepare drafts of the Charter amendments, the Administrative Citations ordinance, and a proposed fine structure and bring it back to a future work session for consideration. It would then be taken back to the Charter Commission for their review and approval before ultimately being brought back to the City Council for adoption.

Attachments:

1. Statute 358.05
2. Oath of Office Sample - MN Elections
3. Ordinance 2023-xx Amending Section 12.02 - Oath of office
4. Ordinance 2023-xx Amending Section 12.04 - Sale of real property
5. Resolution 76-63 Setting Primary Elections
6. Administrative Citations Ordinance Example
7. Mounds View and Minnetonka Charter Provisions

358.05 OATH OF OFFICE.

The oath of office to be taken by members and officers of either branch of the legislature shall be that prescribed by the Constitution of the state of Minnesota, article IV, section 8. Every person elected or appointed to any other public office, including every official commissioner, or member of any public board or body, before transacting any of the business or exercising any privilege of such office, shall take and subscribe the oath defined in the Constitution of the state of Minnesota, article V, section 6.

History: (6963) *RL s 2677; 1976 c 2 s 172*



OATH OF OFFICE

OATH

State of Minnesota

SS:

County of _____

*I, _____
do solemnly swear or affirm that I will support the Constitution of the United
States and the Constitution of the State of Minnesota, and that I will discharge
faithfully the duties of the office of _____ in the
County of _____, the State of Minnesota, to the best
of my judgment and ability.*

Signature

Subscribed and sworn to before me this _____ day of _____ 20____.

Signature of Notary Public

Date Commission Expires

Printed Name of Notary Public

County of Residence

**CITY OF FARIBAULT
ORDINANCE No. 2023-xx**

**AMENDING SECTION 12.02 – OATH OF OFFICE. OF THE
FARIBAULT CITY CHARTER**

THE CITY OF FARIBAULT ORDAINS:

Section 1. The City Council of the City of Faribault, pursuant to the recommendation of the City of Faribault Charter Commission, has hereby determined that Chapter 12 of the City Charter be amended by the addition of the underlined language and by the deletion of the ~~stricken~~ language in Section 12.02 as follows:

Section 12.02. - Oath of office.

Every elected or appointed officer of the City shall, before entering upon the duties of ~~his~~the office, take and subscribe an oath of office in substantially the following form: "I _____(insert name) do solemnly swear (or affirm) to support the Constitution of the United States and of the State of Minnesota, and that I will faithfully discharge the duties of the office of _____ (title of office) of the City of Faribault, Minnesota, to the best of my judgment and ability, ~~and this I do under the penalties of perjury.~~"

Section 2. This ordinance shall take effect ninety days after the date of its publication.

First Reading:

Second Reading:

Publication Date:

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

**CITY OF FARIBAULT
ORDINANCE No. 2023-xx**

**AMENDING SECTION 12.04 – SALE OF REAL PROPERTY. OF THE
FARIBAULT CITY CHARTER**

THE CITY OF FARIBAULT ORDAINS:

Section 1. The City Council of the City of Faribault, pursuant to the recommendation of the City of Faribault Charter Commission, has hereby determined that Chapter 12 of the City Charter be amended by the addition of the underlined language and by the deletion of the ~~stricken~~ language in Section 12.04 as follows:

Section 12.04. – Sale of real property.

No real property of the City shall be disposed of except by ordinanceresolution approved by ~~at least five members of~~ the council. The initial disposition of the net cash proceeds of any sale of the property shall be specified in the approving resolution~~used to retire any outstanding indebtedness incurred by the City in the acquisition or improvement of the property. Any remaining net proceeds shall be used to finance other improvements in the capital improvement budget or to retire any other bonded indebtedness.~~

Section 2. This ordinance shall take effect ninety days after the date of its publication.

First Reading:

Second Reading:

Publication Date:

Faribault City Council

Kevin F. Voracek, Mayor

ATTEST:

Timothy C. Murray, City Administrator

Resolution 76-63

Whereas, MSA 205.11 allows the City Council to elect to choose nominees for City offices by a primary election system as provided in said section, and

Whereas, the Faribault City Charter does not prohibit or provide for a primary election, and

Whereas, it is in the public interest to conduct a primary election whenever the number of candidates for an opening exceed twice the number of openings.

THE CITY OF FARIBAULT RESOLVES:

Section 1. A municipal primary election shall be held in accordance with MSA 205.11 prior to each regular municipal election for openings in the office of the mayor or the council.

Section 2. The primary shall be held on the same date and in conjunction with the State Primary Election. If no State Primary Election is held in a year when a regular municipal election is scheduled, the primary shall be conducted seven weeks before the regular municipal election.

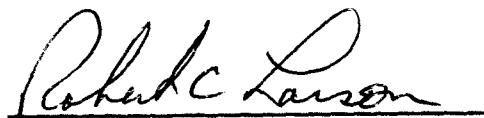
Section 3. At least eight weeks before a scheduled primary election, the Administrator shall give published notice of the primary, the number of openings to be filled, the dates of filing, and such other information as he deems necessary for the proper conduct of an election.

Section 4. If, in accordance with MSA 205.11 subdivision 3, a primary is necessary, the Administrator shall give two week's published notice of the same and the opening for which the primary will be held.

Section 5. No candidate's name shall appear on the general election ballot unless he shall first have filed for the primary election.

Section 6. The filing fee shall be \$5.00.

Adopted: July 13, 1976


Mayor

Attest:


City Administrator

ARTICLE I.5. ADMINISTRATIVE CITATIONS AND CIVIL PENALTIES

Sec. 2-4. Specified.

Sections 2-4 through 2-12 shall govern administrative citations and civil penalties for violations of the City Code.

(Ord. No. 98-3, 2-23-98)

Sec. 2-5. Purpose.

The city council finds that there is a need for additional alternative methods of enforcing the City Code. While criminal fines and penalties have been the most frequent enforcement mechanism, the administrative enforcement of the municipal code may increase compliance with the Code, encourage citizens to become involved in the process of enforcement, and is more informal and cost effective by keeping minor violations out of the criminal court system. Accordingly, the city council finds that the use of administrative citations and the imposition of civil penalties is a legitimate alternative method of enforcement of the Municipal Code that is also an effective way to promote the health, safety, and welfare of the citizens. This method of enforcement shall be in addition to and not exclusive of any other legal remedy including the filing of criminal charges which may be pursued for City Code violations.

(Ord. No. 98-3, 2-23-98)

Sec. 2-6. General provisions.

- (a) A violation of any provision of the City Code is an administrative offense, which may be subject to an administrative citation and civil penalties pursuant to sections 2-4 through 2-12. Each day a violation exists constitutes a separate offense.
- (b) An administrative offense may be subject to a civil penalty not exceeding two thousand dollars (\$2,000.00).
- (c) The city council shall adopt by resolution a schedule of fines for offenses initiated by administrative citation. The city council is not bound by that schedule when a matter is appealed to it for administrative review. The city council shall adopt a schedule of fees to be paid to administrative hearing officers.
- (d) The city administrator must adopt procedures for administering the administrative citation program.

(Ord. No. 98-3, 2-23-98)

Sec. 2-7. Administrative citation.

- (a) Any person authorized to enforce provisions of the City Code may issue an administrative citation upon belief that a Code violation has occurred. The citation will be issued in person or by mail to the person responsible for the violation or attached to the motor vehicle in the case of a vehicular offense. The citation must state the date, time, and nature of the offense, the name of the issuing officer, the amount of the scheduled fine, and the manner for paying the fine or appealing the citation.

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- (b) The person responsible for the violation must either pay the scheduled fine or request a hearing within fourteen (14) days after issuance. Payment of the fine constitutes admission of the violation. A late payment fee of ten (10) percent of the scheduled fine amount shall be imposed in accordance with section 2-11.

(Ord. No. 98-3, 2-23-98)

Sec. 2-8. Administrative hearing.

- (a) The city council shall periodically approve a list of people, from which the city administrator will randomly select a hearing officer to hear and determine a matter for which a hearing is requested. The hearing officer is a public officer as defined by Minnesota Statutes section 609.415. The hearing officer must not be a city employee.
- (b) The person charged with a violation may request a hearing before a single hearing officer.
- (c) The person charged with a violation shall have the right to request no later than five (5) days before the date of the hearing that the assigned hearing officer be removed from the case. One (1) such request for each case will be granted automatically by the city administrator. A subsequent request must be directed to the assigned hearing officer who will decide whether he or she can fairly and objectively review the case. The city enforcement officer may remove a hearing officer only by requesting that the assigned hearing officer find that he or she cannot fairly and objectively review the case. If such a finding is made, the officer shall remove himself or herself from the case, and the city administrator shall assign another hearing officer.
- (d) Upon the hearing officer's own initiative or upon the written request of the person charged with a violation or the city, the officer may issue a subpoena for the attendance of a witness or the production of books, papers, records, or other documents that are material to the matter being heard. The party requesting the subpoena shall be responsible for serving the subpoena in the manner provided for in civil actions and for paying the fees and expenses of any witness. A person served with a subpoena may file an objection with the hearing officer promptly but no later than the time specified in the subpoena for compliance. The officer may cancel or modify the subpoena if it is unreasonable or oppressive. Any person who, without just cause, fails or refuses to attend and testify or to produce the required documents in obedience to a subpoena shall be guilty of a misdemeanor. Alternatively, the party requesting the subpoena may seek an order from district court directing compliance.
- (e) Notice of the hearing must be served in person or by mail on the person charged with the violation at least ten (10) days in advance of the hearing, unless a shorter time period is agreed to by all parties. At the hearing, the parties will have the opportunity to present testimony and question any witnesses, but strict rules of evidence shall not apply. The hearing officer shall tape record the hearing and receive testimony and exhibits. The officer shall receive and give weight to evidence, including hearsay evidence, which possesses probative value that is not outweighed by prejudicial effect.
- (f) The hearing officer has the authority to determine that a violation occurred, to dismiss a citation, to impose the scheduled fine, and to reduce, stay, or waive a scheduled fine either unconditionally or upon compliance with appropriate conditions. When imposing a penalty for a violation, the hearing officer will consider the following factors:
- (1) The duration of the violation;
 - (2) The frequency or reoccurrence of the violation;
 - (3) The seriousness of the violation;
 - (4) The history of the violation;
 - (5) The violator's conduct after issuance of the notice of hearing;

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- (6) The good faith effort by the violator to comply;
 - (7) The economic impact of the penalty on the violator;
 - (8) The impact of the violation upon the community; and,
 - (9) Any other factors appropriate to a just result.

The hearing officer may exercise discretion to impose a fine for more than one (1) day of the continuing violation, but only upon a finding that (1) the violation caused a serious threat of harm to the public health, safety, or welfare or that (2) the accused intentionally and unreasonably refused to comply with the code requirement. The hearing officer's decision and supporting reasons must be in writing.

- (g) The failure to pay the fine or request an appeal within thirty (30) days after the citation or the failure to attend the hearing constitutes a waiver of the violator's rights to an administrative hearing and an admission of the violation. A hearing officer may waive this result upon good cause shown. Examples of "good cause" are: death or incapacitating illness of the person charged with a violation; a court order requiring the person charged to appear for another hearing at the same time; and lack of proper service of the citation or notice of the hearing. "Good cause" shall not include: forgetfulness and intentional delay.

(Ord. No. 98-3, 2-23-98; Ord. No. 2018-16 , 8-27-18)

Sec. 2-9. Judicial review.

An aggrieved party may obtain judicial review of the decision of the hearing officer in accordance with state law. The request for judicial review shall be filed in Martin County District Court and served upon the city clerk within thirty (30) days of the final decision of the hearing officer.

(Ord. No. 98-3, 2-23-98; Ord. No. 2018-16 , 8-27-18)

Editor's note(s)—Ord. No. 2018-16 , adopted Aug. 27, 2018, repealed the former § 2-9 and redesignated the former §§ 2-10—2-12 as §§ new §§ 2-9—2-11 to read as set out herein. Former § 2-9 pertained to administrative review and derived from Ord. No. 98-3, adopted Feb. 23, 1998. The redesignated sections have retained their historical notations.

Sec. 2-10. Recovery of civil penalties.

- (a) If a civil penalty is not paid within the time specified, it shall constitute:
 - (1) A lien upon the real property upon which the violation occurred if the property or improvements on the property was the subject of the violation and the property owner was found responsible for that violation, or
 - (2) A personal obligation of the violator in all other situations.
- (b) A lien may be assessed against the property and collected in the same manner as taxes.
- (c) A personal obligation may be collected by any appropriate legal means.
- (d) A late payment fee of ten (10) percent of the fine shall be assessed for each thirty-day period, or part thereof, that the fine remains unpaid after the due date.
- (e) During the time that a civil penalty remains unpaid, the provisions of City Code section 14-24 shall apply to any license, permit, or other city approval sought by the violator or for property under the violator's ownership or control.
- (f) Failure to pay a fine is grounds for suspending or revoking a license associated with the violation.

(Ord. No. 98-3, 2-23-98; Ord. No. 2018-16 , 8-27-18)

Note(s)—See editor's note at § 2-9.

Sec. 2-11. Criminal penalties.

The following are misdemeanors, punishable in accordance with state law:

- (1) Failure, without good cause, to pay a fine or request a hearing within thirty (30) days after issuance of an administrative citation.
- (2) Failure, without good cause, to appear at a hearing which was scheduled under section 2-8.
- (3) Failure to pay a fine or comply with conditions imposed by a hearing officer within thirty (30) days after it was imposed, or such other time as may be established by the hearing officer

(Ord. No. 98-3, 2-23-98; Ord. No. 2018-16 , 8-27-18)

Note(s)—See editor's note at § 2-9.

Secs. 2-12—2-15. Reserved.

A. Mounds View Charter sections.

Section 12.14. Fines and Civil Penalties. The Council may provide by ordinance that a violation of a City ordinance is either a misdemeanor or a petty misdemeanor, punishable in accordance with State law. The Council shall establish by ordinance a procedure for imposing a civil penalty known as an administrative offense as defined in City Code. (Amended by Ord. 810, adopted July 28, 2008.)

Section 8.06. Certification of Administrative Offense Penalties. Authority is granted to the City of Mounds View to certify unpaid property-based Administrative Offense penalties by certification to property taxes. Collection of Administrative Offense penalties shall proceed only in accordance with an ordinance adopted by the Council that must require at least the following:

The City must give notice to the property owner listed on the official tax records at least 30 days prior to imposing the certification.

The City must attempt to obtain voluntary payment of the fees and penalties and allow the property owner the opportunity to request certification to the property taxes as a method of payment. The City must provide an opportunity for a hearing regarding the certification before either the City Council or a neutral third party as specified in City Code.

Administrative Offense penalties and charges must be directly related to the property being assessed according to City Code and as published in the fee schedule. Certifications under this ordinance shall be imposed pursuant to Minnesota State Statutes including 366.011, 366.012, 415.01, and 429.101, as amended and as specified in City Code. (Amended by Ord. 810, adopted 28, 2008.)

B. Minnetonka Charter sections:

Section 12.12. Fines and Penalties.

The council may provide by ordinance that a violation of a city ordinance is either a misdemeanor or a petty misdemeanor, punishable in accordance with state law. In addition, the council may establish by ordinance a procedure for imposing a civil penalty not exceeding \$2,000 for each ordinance violation. This procedure must provide an opportunity for a hearing before a neutral party, which may be the council.

Section 8.03. Fees and Civil Penalties.

The council may provide by ordinance that fees, civil penalties, and late payment penalties imposed by the city may be assessed against (a) property that was the subject matter, or related to the subject matter, of the fees and penalties, or (b) property that was the location of an activity, proposed use, city service, or other circumstance that resulted in the fees and penalties. The ordinance must require the city to attempt to obtain voluntary payment of the fees and penalties before imposing the assessments. The ordinance must require the city to give notice and an opportunity to be heard to the property owner listed on the official tax records before imposing the assessments. The assessments will be collected like special assessments.